

***AUGUST 30, 2021***  
***SPECIAL BOARD MEETING AGENDA***  
***MAGNA WATER DISTRICT***

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MEETING DATE: August 30, 2021, at 10:30 am

LOCATION: 8885 W 3500 S, MAGNA, UT, GENERAL OFFICE BUILDING

- A. Call to order.
- B. Public, Board and Staff join in the Pledge of Allegiance.
- C. Welcome the Public and Guests.
- D. Public Comment. (Written requests that are received) Please do not take over three minutes due to time restraints for other individuals and the Board.
- E. Discussion and possible motion to approve easement purchase from Deena and William Ely in the amount of \$9,748 for the 2019 Secondary Waterline Project.
- F. Adjourn.

WHEN RECORDED, MAIL TO:  
Magna Water District  
8885 West 3500 South  
Magna, Utah 84044

Parcel No. 14-28-126-011

**GRANT OF EASEMENT**  
(Secondary Waterline)

Subject to the terms and conditions set forth in this Grant of Easement, DEENA D. & WILLIAM T. ELY, located at 7602 West 2820 South, Magna, Utah 84044, Grantors, hereby grant subject to all matters of record to MAGNA WATER DISTRICT, a local district and political subdivision of the State of Utah located at 2711 South 8600 West, Magna, Utah 84044, Grantee, for the sum of Nine Thousand, Seven Hundred Forty-Eight and No/100 Dollars (\$9,748.00) and other good and valuable consideration, a sixteen and one-half foot (16.5') wide non-exclusive perpetual easement (the "**Easement**"), upon part of an entire tract of land, for the purpose of installing and maintaining one secondary waterline, situated in the Northwest Quarter of Section 28, Township 1 South, Range 2 West, SLB&M. The boundaries of said Easement (the "**Easement Parcel**") are depicted on Exhibit A, attached hereto and made a part hereof, and are described as follows:

COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, THE POINT OF BEGINNING, AND FROM WHICH THE NORTHEAST CORNER OF SECTION 28 BEARS S89°50'57"E, THE BASIS OF BEARING;

THENCE S00°12'23"W 100.00 FEET ALONG GRANTOR'S EAST PROPERTY LINE TO THE NORTHEAST CORNER OF AN EXISTING SEWER AND WATER LINE EASEMENT RECORDED AS ENTRY NO. 6151795 IN THE OFFICIAL RECORDS OF SALT LAKE COUNTY; THENCE N89°51'19"W 16.50 FEET TO THE NORTHWEST CORNER OF SAID EXISTING EASEMENT; THENCE N00°12'23"E 100.00 FEET TO GRANTOR'S NORTH PROPERTY LINE; THENCE S89°51'19"E 16.50 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,650 SQ. FT. OR 0.04 ACRES

1. Grantee accepts the Easement Parcel "As Is", "Where Is", and "with all faults" in its present condition and state of repair, without representation or warranty of any kind or nature and assumes all risk of damage to Grantee's property or injury to Grantee's employees or contractors in the scope of their work for Grantee in or about the Easement Parcel arising from any cause and Grantee hereby waives all claims in respect thereof against Grantors, except to the extent caused by Grantors' gross negligence or willful misconduct. Grantors hereby agree that Grantee and its officers, employees, agents, representatives and contractors shall have the right of ingress to and egress from the above Easement Parcel with such

equipment as is necessary to install, maintain, operate, repair, inspect, protect, install and connect laterals and remove and replace said facilities as may be required from time to time by Grantee.

2. Grantors shall have the right to use the Easement Parcel provided such use shall not unreasonably interfere with Grantee's facilities or with the discharge or the conveyance of water through any waterline installed by Grantee. Grantee shall have the right to clear and remove all trees and obstructions within the Easement Parcel which may interfere with the use of the Easement by Grantee. Grantee shall have the right to excavate and refill ditches and/or trenches for the installation of said waterline and appurtenant parts thereof.
3. Grantors shall not build or construct, or permit to be built or constructed, any building or permanent structure over or across the Easement Parcel or lower the contour thereof greater than two feet without the prior written consent of Grantee, which consent Grantee shall not unreasonably withhold, delay or condition.
4. Grantee shall indemnify, defend and hold harmless Grantors and their officers, employees, agents, representatives, contractors, and assigns from and against any and all losses, claims, actions, damages, liabilities, penalties, fines, or expenses of any nature whatsoever, including, without limitation, reasonable attorneys' fees and costs suffered, incurred by or asserted against Grantors and their officers, employees, agents, representatives, contractors, and assigns arising from or relating to access to, use of, or activities on the Easement Parcel and/or Grantors' adjacent property by Grantee or its officers, employees, agents, representatives, contractors, and assigns, including but not limited to the discharge of hazardous substances or the violation of, or failure to comply with governmental permits or requirements.
5. Grantee shall comply and shall cause its contractors to comply with all present and future federal, state and local laws, orders, rules, regulations and requirements of every duly constituted government authority, agency or instrumentally, that may be applicable in respect of this Grant of Easement and the work contemplated hereunder on the Easement Parcel (collectively, "**Laws**"), including all applicable environmental Laws and regulations, including those related to storm water discharge and dust control. Grantee shall be responsible to identify and obtain any permits required for work contemplated hereunder. Grantee shall at all times keep Grantors' property free from mechanics' liens or similar liens arising on account of or resulting from any act by or on behalf of Grantee. In the event any mechanics' lien or similar lien is recorded against Grantors' property on account of any act by or on behalf of Grantee, Grantee shall, within 45 days, cause such mechanics' lien to be removed from Grantors' property.
6. The Easement shall automatically terminate if it is not used for the above stated purpose for a continuous period of one year.
7. The Easement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns. Grantee shall not assign, transfer, or encumber the Easement or the other rights granted herein to a non-party without the prior written consent of Grantors, which consent Grantors shall not unreasonably withhold, delay, or condition. Any

assignment, transfer, or encumbrance of this Easement or the other rights granted herein to a non-party shall be made subject to the terms and conditions set forth herein and shall be contingent upon the express assumption by the non-party of the covenants contained herein.

8. The property of Grantors shall be restored at Grantee's cost and expense in as good of condition as when the same was entered upon by Grantee or its agents. Within 30 days after completing construction of the waterline or other appurtenances or completing any repair or maintenance activity that requires disturbance of the surface of the Easement Parcel, Grantee shall reclaim the disturbed portion of the Easement Parcel and any of Grantors' affected adjacent lands by grading the area to approximately its natural contour and re-vegetating the area with appropriate plant material. Grantee covenants and agrees that the waterline constructed by Grantee will be structurally strong enough to facilitate the construction of future roads over said Easement Parcel.
9. This Grant of Easement, together with all exhibits and attachments, constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representations, verbal or written. No change in, addition to, or waiver of any of the provisions of this Grant of Easement shall be binding upon Grantors unless in writing signed by an authorized representative of Grantors.
10. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, but this instrument shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.
11. No waiver of any breach by a party of any of the provisions of this Grant of Easement shall be construed as a waiver of any subsequent breach, whether of the same or of a different provision in this instrument. The parties do not by this instrument, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise. Nothing in this Grant of Easement is intended to create an enforceable right, claim, or cause of action upon any third party who is not a party hereto.
12. This Grant of Easement shall be construed in accordance with and governed by the laws in the State of Utah.
13. This Grant of Easement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
14. The Easement is accepted by Grantee, subject to all the foregoing terms and conditions, and Grantee agrees to fully comply with, perform, and carry out the same on its part.
15. This Easement will be affective on the date both Grantor and Grantee sign the Easement.

[SIGNATURE PAGES FOLLOW]

**GRANTORS:** Deena D. & William T. Ely

\_\_\_\_\_  
Deena D. Ely

\_\_\_\_\_  
William T. Ely

STATE OF UTAH )  
 : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, Deena D. Ely and William T. Ely personally appeared before me, a notary public, and proved on the basis of satisfactory evidence to be the persons whose names are subscribed to this instrument and acknowledged that they executed the same.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

**GRANTEE:** Magna Water District, a political subdivision of the State of Utah

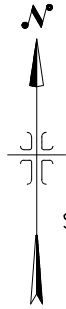
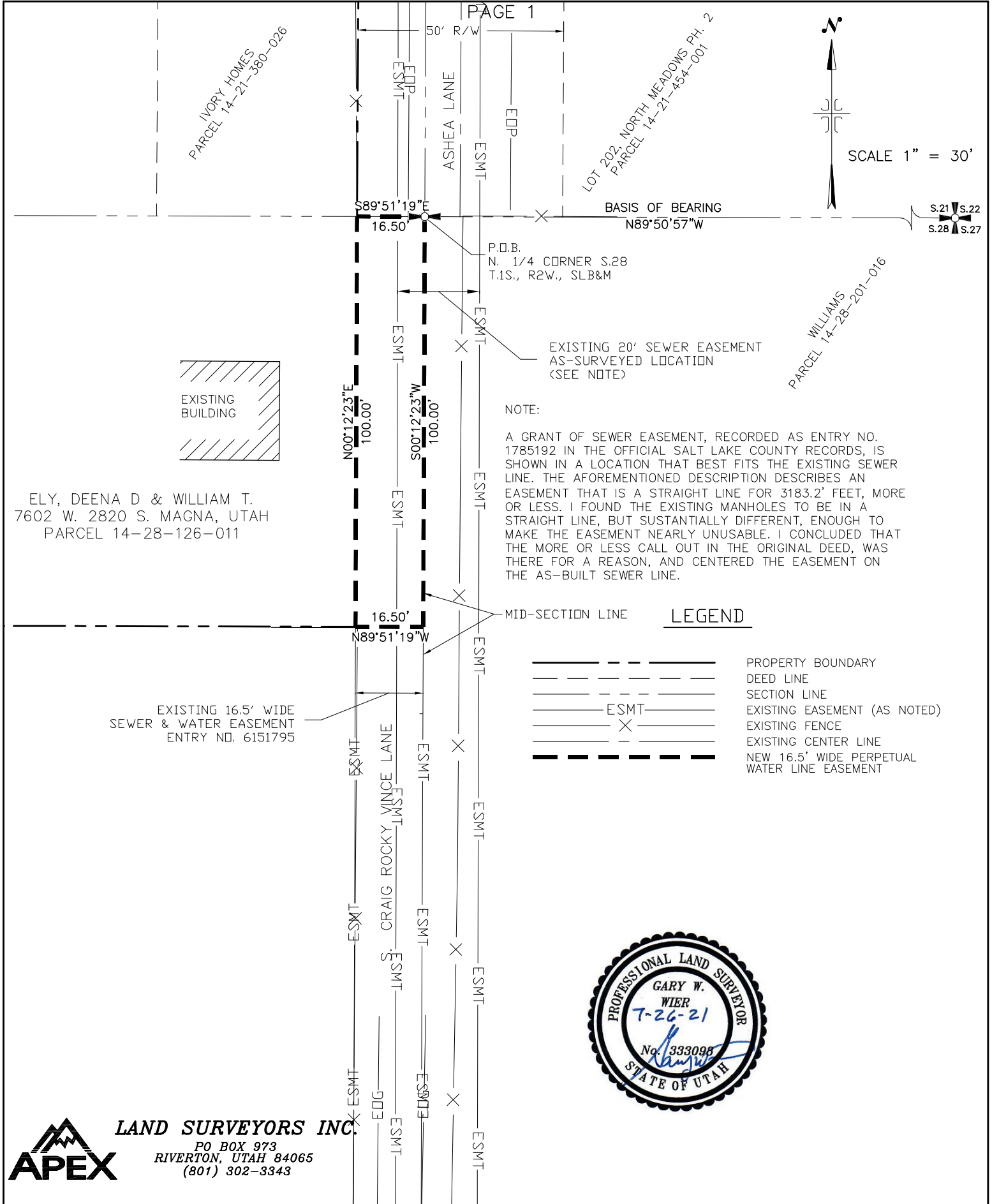
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF UTAH                                    )  
  : ss.  
COUNTY OF SALT LAKE                    )

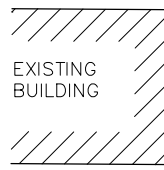
The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2021,  
by \_\_\_\_\_, as \_\_\_\_\_ of Magna Water  
District, a political subdivision of the State of Utah.

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_



SCALE 1" = 30'



EXISTING BUILDING

ELY, DEENA D & WILLIAM T.  
7602 W. 2820 S. MAGNA, UTAH  
PARCEL 14-28-126-011

P.O.B.  
N. 1/4 CORNER S.28  
T.1S., R.2W., SLB&M

EXISTING 20' SEWER EASEMENT  
AS-SURVEYED LOCATION  
(SEE NOTE)

NOTE:

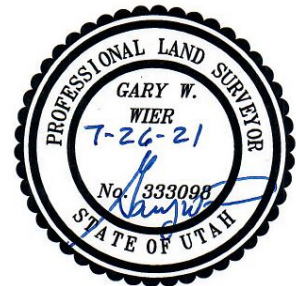
A GRANT OF SEWER EASEMENT, RECORDED AS ENTRY NO. 1785192 IN THE OFFICIAL SALT LAKE COUNTY RECORDS, IS SHOWN IN A LOCATION THAT BEST FITS THE EXISTING SEWER LINE. THE AFOREMENTIONED DESCRIPTION DESCRIBES AN EASEMENT THAT IS A STRAIGHT LINE FOR 3183.2' FEET, MORE OR LESS. I FOUND THE EXISTING MANHOLES TO BE IN A STRAIGHT LINE, BUT SUBSTANTIALLY DIFFERENT, ENOUGH TO MAKE THE EASEMENT NEARLY UNUSABLE. I CONCLUDED THAT THE MORE OR LESS CALL OUT IN THE ORIGINAL DEED, WAS THERE FOR A REASON, AND CENTERED THE EASEMENT ON THE AS-BUILT SEWER LINE.

MID-SECTION LINE

LEGEND

- PROPERTY BOUNDARY
- DEED LINE
- SECTION LINE
- EXISTING EASEMENT (AS NOTED)
- EXISTING FENCE
- EXISTING CENTER LINE
- NEW 16.5' WIDE PERPETUAL WATER LINE EASEMENT

EXISTING 16.5' WIDE  
SEWER & WATER EASEMENT  
ENTRY NO. 6151795



**APEX** LAND SURVEYORS INC.  
PO BOX 973  
RIVERTON, UTAH 84065  
(801) 302-3343

MAGNA WATER DISTRICT  
16.5' WIDE PERPETUAL EASEMENT

ELY  
PARCEL NO. 14-28-126-011  
LOCATED WITHIN THE NW. 1/4 S.28, T.1S., R.2W.,  
SLB&M., SALT LAKE COUNTY, UTAH

EXHIBIT "A"  
PAGE 2

16.5' WIDE PERPETUAL EASEMENT  
PARCEL 14-28-126-011  
7/26/2021

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