

WHEN RECORDED, MAIL TO:
South Jordan City
Attn: City Recorder
1600 West Towne Center Drive
South Jordan, Utah 84095

Numbers: 26-14-152-001, and 26-15-276-005

13207915
03/03/2020 12:16 PM \$40.00
Book - 10904 Pg - 7273-7278
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: STA, DEPUTY - WI 6 P.

Waterline Easement

Salt Lake County

SHORT DAYBREAK HOLDINGS 1, LLC, a Utah limited liability company (**Grantor**), hereby GRANTS AND CONVEYS to the **CITY OF SOUTH JORDAN**, at 1600 WEST TOWNE CENTER DRIVE, SOUTH JORDAN CITY, UTAH 84095, herein referred to as **GRANTEE**, for the sum of 10 Dollars, and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged a **Waterline Easement** which is more particularly described for the two Water Line Easements as follows;

Water Line Easement 1

A perpetual water line being part of Lot C-121, Daybreak Commerce Park Plat 5 Amending Lot B2, OSI recorded November 16, 2018 as Entry No. 12887764 in Book 2018 of Plats, at Page 395 in the Office of the Salt Lake County Recorder. Said easement is located in the Northeast Quarter of Section 15 and the Northwest Quarter of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian. The boundary of said easement is described as follows:

Beginning at a point on the northerly line of said Lot C-121, which is 4.03 feet East and 0.98 feet North from the northwesterly corner of said Lot C-121 and a point of non-tangency with a 4261.18 foot radius curve to the left, concave northerly; (Radius bears N. 13°39'41" W.); thence easterly 15.00 feet along the arc of said curve, through a central angle of 00°12'06" (Chord bears N. 76°14'16" E. 15.00 feet); thence S. 13°45'44" E. 35.73 feet; thence South 51.67 feet; thence S. 45°00'00" E. 22.24 feet; thence East 120.34 feet; thence N. 69°11'57" E. 133.16 feet; thence N. 20°48'03" W. 25.64 feet; thence N. 69°11'57" E. 15.00 feet; thence S. 20°48'03" E. 25.64 feet; thence N. 69°11'57" E. 9.18 feet; thence N. 20°48'03" W. 6.79 feet; thence N. 69°11'57" E. 15.00 feet; thence S. 20°48'03" E. 6.79 feet; thence N. 69°11'57" E. 21.18 feet; thence N. 20°48'03" W. 5.91 feet; thence N. 69°11'57" E. 15.00 feet; thence S. 20°48'03" E. 5.91 feet; thence N. 69°11'57" E. 281.16 feet; thence N. 20°48'03" W. 8.05 feet; thence N. 69°11'57" E. 15.00 feet; thence S. 20°48'03" E. 8.05 feet; thence N. 69°11'57" E. 266.85 feet; thence East 302.36 feet; thence N. 78°11'02" E 4.46 feet; thence N. 11°48'58" W. 29.75 feet; thence North 29.68 feet to the North line of said Lot -121; thence East 15.00 feet along said North line; thence South 28.12 feet; thence S. 11°48'58" E. 43.19 feet; thence S. 78°11'02" W. 21.01 feet; thence West 39.05 feet; thence South 17.27 feet; thence S. 24°01'55" W. 17.81 feet; thence N. 67°30'00" W. 15.00 feet; thence N. 22°30'00" E. 15.97 feet; thence North 13.04 feet; thence West 247.10 feet; thence S. 69°11'57" W. 97.56 feet; thence S. 20°48'03" E. 56.03 feet; thence S. 69°11'57" W. 15.00 feet; thence N. 20°48'03" W. 56.03 feet; thence S. 69°11'57" W. 141.87

feet; thence S. 20°48'03" E. 20.54 feet; thence S. 69°11'57" W. 15.00 feet; thence N. 20°48'03" W. 20.54 feet; thence S. 69°11'57" W. 56.96 feet; thence S. 20°48'03" E. 18.97 feet; thence S. 69°11'57" W. 15.00 feet; thence N. 20°48'03" W. 18.97 feet; thence S. 69°11'57" W. 151.75 feet; thence S. 20°48'03" E. 94.73 feet; thence S. 69°11'57" W. 15.00 feet; thence N. 20°48'03" W. 94.73 feet; thence S. 69°11'57" W. 263.40 feet; thence West 129.31 feet; thence N. 45°00'00" W. 34.67 feet; thence North 56.07 feet; thence N. 13°45'44" W. 33.91 feet to the **Point of Beginning**.

The above described easement contains 24,922 square feet in area or 0.572 acres, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING S. 89°55'21" E. per said Daybreak Commerce Park Plat 5 along the Section line between the Northeast Corner and the North Quarter Corner of said Section 15, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Water Line Easement 2

A perpetual water line being part of Lot C-121, Daybreak Commerce Park Plat 5 Amending Lot B2, OSI recorded November 16, 2018 as Entry No. 12887764 in Book 2018 of Plats, at Page 395 in the Office of the Salt Lake County Recorder. Said easement is located in the Northeast Quarter of Section 15 and the Northwest Quarter of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian. The boundary of said easement is described as follows:

Beginning at a point on a easterly line of said Lot C-121, which is 130.73 feet N. 13°50'11" E. along said easterly line from a southeasterly corner of said Lot C-121; thence N. 76°13'08" W. 15.00 feet; thence N. 13°46'52" E. 168.75 feet; thence N. 75°50'38" W. 29.35 feet; thence S. 14°09'22" W. 23.78 feet; thence N. 75°50'38" W. 15.00 feet; thence N. 14°09'22" E. 23.78 feet; thence N. 75°50'38" W. 369.27 feet; thence N. 65°48'03" W. 58.54 feet; thence S. 59°09'22" W. 26.99 feet; thence S. 14°09'22" W. 287.64 feet; thence N. 75°50'38" W. 15.00 feet; thence N. 14°09'22" E. 265.93 feet; thence N. 75°50'38" W. 3.61 feet; thence N. 14°09'22" E. 15.00 feet; thence S. 75°50'38" E. 3.61 feet; thence North 14°09'22" E. 12.92 feet; thence N. 59°09'22" E. 24.72 feet; thence N. 20°48'03" W. 55.48 feet; thence N. 69°11'57" E. 15.00 feet; thence S. 20°48'03" E. 51.59 feet; thence S. 65°48'03" E. 66.52 feet; thence S. 75°50'38" E. 345.96 feet; thence N. 14°09'22" E. 64.87 feet; thence S. 75°50'38" E. 15.00 feet; thence S. 14°09'22" W. 64.87 feet; thence S. 75°50'38" E. 203.16 feet; thence N. 14°09'22" E. 6.15 feet; thence S. 75°50'38" E. 15.00 feet; thence S. 14°09'22" W. 6.15 feet; thence S. 75°50'38" E. 127.41 feet; thence N. 59°09'22" E. 10.11 feet; thence N. 33°11'02" E. 408.57 feet; thence N. 11°48'58" W. 155.46 feet; thence N. 78°11'02" E. 15.00 feet; thence S. 11°48'58" E. 161.67 feet; thence S. 33°11'02" W. 7.85 feet; thence S. 56°48'58" E. 21.61 feet; thence S. 33°11'02" W. 15.00 feet; thence N. 56°48'58" W. 21.61 feet; thence S. 33°11'02" W. 395.39 feet; thence S. 59°09'22" W. 19.78 feet; thence N. 75°50'38" W. 285.44 feet; thence S. 13°46'52" W. 168.65 feet to and along said easterly line of said Lot C-121 to the **Point of Beginning**.

The above described easement contains 30,400 square feet in area or 0.698 acres, more or less.

EXHIBIT "B": By this reference, made a part hereof.

BASIS OF BEARING S. 89°55'21" E. per said Daybreak Commerce Park Plat 5 along the Section line between the Northeast Corner and the North Quarter Corner of said Section 15, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

GRANTEE reserves said Waterline Easement, so long as such facilities shall be required, with the right of ingress and egress to said GRANTEE, it's officers, employees, representatives, agents, and assigns to enter upon the above described easement with such equipment as is necessary to construct, install, operate, maintain, repair, inspect, protect, remove, replace and access said water system appurtenant facilities.

GRANTOR shall have the right to use premises except for the purpose for which this waterline easement is granted to the said GRANTEE, provided such use shall not interfere with the waterline or any other rights granted to GRANTEE hereunder. This waterline easement shall be binding upon, and inure to the benefit of the successors and assigns of GRANTOR and may be assigned in whole or part by the GRANTEE.

GRANTOR makes no warranties or representations concerning the Easement hereby granted, or its suitability for the intended use, the cost of maintenance or otherwise.

MUTUAL INDEMNITY.

a. Grantee shall defend, indemnify, and hold Grantor and its respective successors, assigns, corporate parents, affiliates and subsidiaries, and their respective officers, directors, shareholders, representatives, contractors, agents and employees harmless from and against any action, cause of action, suit, proceeding, claim or demand of any kind asserted by or against the Grantor (collectively, "Claims") and any and all liabilities, regardless of whether such liabilities are based upon contract, warranty, tort, (including negligence of any nature), violation of laws, damages, losses, obligations, costs and expenses of every kind, including, without limitation, reasonable attorneys' fees, expert witness fees, and other costs and expenses (collectively, "Liabilities"), for injuries to or the death of any person, loss of or damage to the property of any person or the assertion of any other Claims or Liabilities by any person caused by the acts or omissions of Grantee or its agents in exercising its right under this Agreement.

b. Grantor shall defend, indemnify, and hold Grantees and their respective successors, assigns, corporate parents, affiliates and subsidiaries, and their respective officers, directors, shareholders, representatives, contractors, agents and employees harmless from and against any action, cause of action, suit, proceeding, claim or demand of any kind asserted by or against the Grantees (collectively, "Claims") and any and all liabilities, regardless of whether such liabilities are based upon contract,

warranty, tort, (including negligence of any nature), violation of laws, damages, losses, obligations, costs and expenses of every kind, including, without limitation, reasonable attorneys' fees, expert witness fees, and other costs and expenses (collectively, "Liabilities"), for injuries to or the death of any person, loss of or damage to the property of any person or the assertion of any other Claims or Liabilities by any person caused by the acts or omissions of Granter or its agents in exercising its right under this Agreement.

Parcel Numbers: 26-14-152-001, and 26-15-276-005

IN WITNESS WHEREOF, the Grantors have executed this Access and Utility Easement this 28th day of February, 2020.

SHORT DAYBREAK HOLDINGS 1, LLC

By: [Signature]
Name: Alex Short, Member

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

On the 28th day of February, 2020, personally appeared before me, Alex Short, who being duly sworn, did say that he is the signer of the foregoing instrument and record owner of said property, who duly acknowledged to me the he executed the same on behalf of SHORT DAYBREAK HOLDINGS 1, LLC.

[Signature]
Notary Public

My commission Expires:
January 10, 2023

Residing at:
Salt Lake.



EXHIBIT "B"

POB
Water Line Easement 1

15.0' Water Line Easement

SHORT DAYBREAK HOLDINGS 1, LLC
26-14-152-001

LOT 1-121
DAYBREAK COMMERCE PARK PLAT 5
AMENDING LOTS B2, O51 AND THE DRGRR PARCEL OF
THE KENNECOTT MASTER SUBDIVISION #1 AMENDED

15.0' Water Line Easement

LEGEND

- Lot Boundary
- Adjacent Parcel
- Centerline of Road
- Water Line Easement

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHD BRG	CHD LEN
C1	15.00	4261.18	00°12'06"	N76° 14' 16"E	15.00

LINE #	LENGTH	BEARING
L1	35.73	S13° 45' 44"E
L2	51.67	S0° 00' 00"E
L3	22.24	S45° 00' 00"E
L4	120.34	N90° 00' 00"E
L5	133.16	N69° 11' 57"E
L6	25.64	N20° 48' 03"W
L7	15.00	N69° 11' 57"E
L8	25.64	S20° 48' 03"E
L9	9.18	N69° 11' 57"E
L10	6.79	N20° 48' 03"W
L11	15.00	N69° 11' 57"E
L12	6.79	S20° 48' 03"E
L13	21.18	N69° 11' 57"E
L14	5.91	N20° 48' 03"W
L15	15.00	N69° 11' 57"E

L16	5.91	S20° 48' 03"E
L17	281.16	N69° 11' 57"E
L18	8.05	N20° 48' 03"W
L19	15.00	N69° 11' 57"E
L20	8.05	S20° 48' 03"E
L21	266.85	N69° 11' 57"E
L22	302.36	N90° 00' 00"E
L23	4.46	N78° 11' 02"E
L24	29.75	N11° 48' 59"W
L25	29.68	N0° 00' 00"E
L26	15.00	N90° 00' 00"E
L27	28.12	S0° 00' 00"E
L28	43.19	S11° 48' 58"E
L29	21.01	S78° 11' 02"W
L30	39.05	N90° 00' 00"W
L31	17.27	S0° 00' 00"E
L32	17.81	S24° 01' 55"W
L33	15.00	N67° 30' 00"W
L34	15.97	N22° 30' 00"E

L35	13.04	N0° 00' 00"E
L36	247.10	N90° 00' 00"W
L37	97.56	S69° 11' 57"W
L38	58.03	S20° 48' 03"E
L39	15.00	S69° 11' 57"W
L40	58.03	N20° 48' 03"W
L41	141.87	S69° 11' 57"W
L42	20.54	S20° 48' 03"E
L43	15.00	S69° 11' 57"W
L44	20.54	N20° 48' 03"W
L45	58.96	S69° 11' 57"W
L46	18.97	S20° 48' 03"E
L47	15.00	S69° 11' 57"W
L48	18.97	N20° 48' 03"W
L49	151.75	S69° 11' 57"W
L50	94.73	S20° 48' 03"E
L51	15.00	S69° 11' 57"W
L52	94.73	N20° 48' 03"W
L53	263.40	S69° 11' 57"W
L54	128.31	N90° 00' 00"W
L55	34.67	N45° 00' 00"W
L56	58.07	N0° 00' 00"E
L57	33.91	N13° 45' 44"W

Short Daybreak Holdings 1, LLC

Water Line Easement 1

Assessor Parcel No.'s:
26-14-152-001

Part of the NE 1/4 of Section 15 and NW 1/4 of Section 14
Township 3 South, Range 2 West, S.L.B.&M.

0 150 300

Scale in Feet
1"=150'

February 27, 2020

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L12	285.93	N14° 09' 22"E
L13	3.61	N75° 50' 38"W
L14	15.00	N14° 09' 22"E
L15	3.61	S75° 50' 38"E
L16	12.92	N14° 09' 22"E
L17	24.72	N59° 09' 22"E
L18	56.48	N20° 48' 03"W
L19	15.00	N69° 11' 57"E
L20	51.59	S20° 48' 03"E
L21	66.52	S65° 48' 03"E
L22	345.96	S75° 50' 38"E
L23	64.87	N14° 09' 22"E
L24	15.00	S75° 50' 38"E
L25	64.87	S14° 09' 22"W
L26	203.16	S75° 50' 38"E
L27	6.15	N14° 09' 22"E
L28	15.00	S75° 50' 38"E
L29	6.15	S14° 09' 22"W
L30	127.41	S75° 50' 38"E
L31	10.11	N59° 09' 22"E
L32	408.57	N33° 11' 02"E
L33	155.46	N11° 48' 58"W
L34	15.00	N78° 11' 02"E
L35	181.67	S11° 48' 58"E
L36	7.85	S33° 11' 02"W
L37	21.61	S56° 48' 58"E
L38	15.00	S33° 11' 02"W
L39	21.61	N56° 48' 58"W
L40	395.39	S33° 11' 02"W
L41	19.78	S59° 09' 22"W
L42	285.44	N75° 50' 38"W
L43	168.65	S13° 46' 52"W

L4	23.78	S14° 09' 22"W
L5	15.00	N75° 50' 38"W
L6	23.78	N14° 09' 22"E
L7	369.27	N75° 50' 38"W
L8	58.54	N65° 48' 03"W
L9	26.99	S59° 09' 22"W
L10	287.64	S14° 09' 22"W
L11	15.00	N75° 50' 38"W

LINE TABLE	
LINE #	BEARING
L1	15.00 N76° 13' 08"W
L2	168.75 N13° 46' 52"E
L3	29.35 N75° 50' 38"W



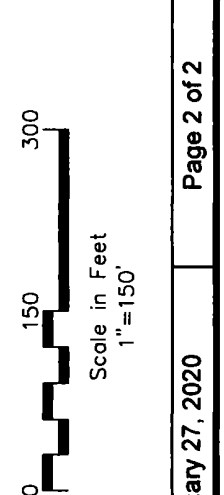
SHORT DAYBREAK HOLDINGS 1, LLC
26-14-152-001

LOT 1-121
DAYBREAK COMMERCE PARK PLAT 5
AMENDING LOTS B2, O51 AND THE DRGR PARCEL OF
THE KENNECOTT MASTER SUBDIVISION #1 AMENDED

EXHIBIT "B"

LEGEND

- Lot Boundary
- Adjacent Parcel
- Centerline of Road
- Water Line Easement



February 27, 2020

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Short Daybreak Holdings 1, LLC
Water Line Easement 2

Assessor Parcel No.'s:
26-14-152-001

Part of the NE 1/4 of Section 15 and NW 1/4 of Section 14
Township 3 South, Range 2 West, S.L.B.&M.

GIR | **CIVIL ENGINEERING + SURVEYING**