

13358500
08/12/2020 12:31 PM \$40.00
Book - 10997 Pg - 4469-4474
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN CITY
1600 WEST TOWNE CENTER DRIVE
SOUTH JORDAN UTAH 84095
BY: JLA, DEPUTY - WI 6 P.

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

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 easement 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 water line 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. 24.07 feet; N. 74°23'06" E. 30.30 feet; thence S. 15°36'54" E. 23.83 feet; thence S. 74°23'06" W. 34.09 feet; thence South 39.01 feet; thence S. 45°00'00" E. 22.24 feet; thence East 120.34 feet; thence N. 69°11'57" E. 193.52 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. 33°48'20" W. 43.30 feet; thence North 22.81 feet to the North line of said Lot -121; thence East 15.00 feet along said North line; thence South 18.18 feet; thence S. 34°18'58" E. 40.72 feet; thence S. 11°48'58" E. 18.99 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 25,306 square feet in area or 0.581 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 easement 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 water line 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 11 day of August, 2020.

SHORT DAYBREAK HOLDINGS 1, LLC

By: [Signature]
Name: Alex Short, Member

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

On the 11 day of August, 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:
June 5, 2024

Residing at:
Utah

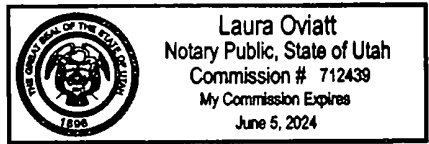
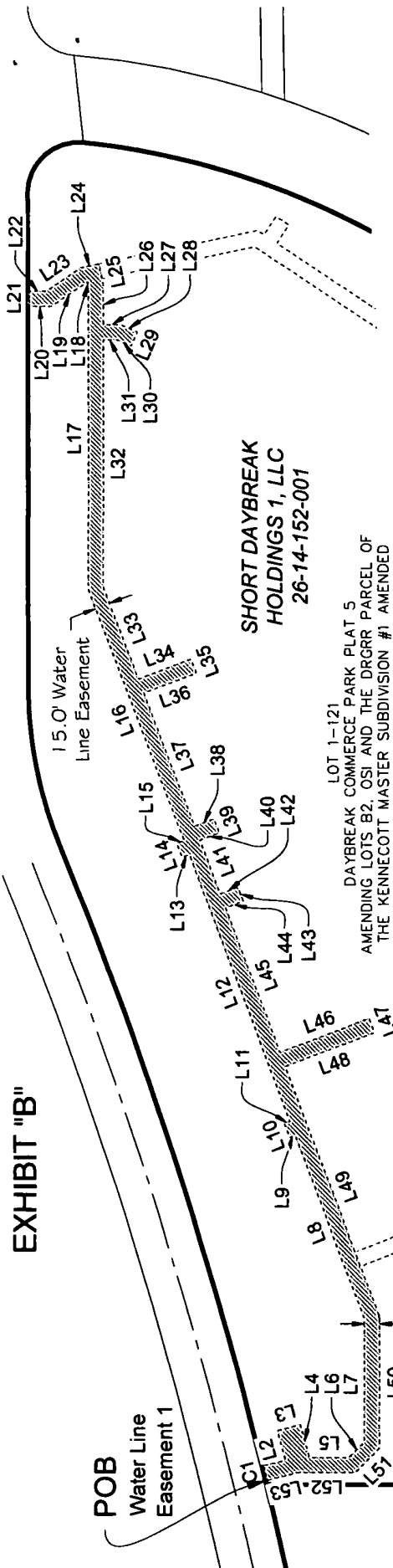


EXHIBIT "B"



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

LINE TABLE

LINE #	LENGTH	BEARING
L1	24.07	S13° 45' 44"E
L2	30.30	N74° 23' 06"E
L3	23.83	S15° 36' 54"E
L4	34.09	S74° 23' 06"W
L5	39.01	S0° 00' 00"E
L6	22.24	S45° 00' 00"E
L7	120.34	N90° 00' 00"E
L8	193.52	N69° 11' 57"E
L9	5.91	N20° 48' 03"W
L10	15.00	N69° 11' 57"E
L11	5.91	S20° 48' 03"E
L12	281.16	N69° 11' 57"E
L13	8.05	N20° 48' 03"W
L14	15.00	N69° 11' 57"E
L15	8.05	S20° 48' 03"E
L16	286.85	N69° 11' 57"E

L17	302.36	N90° 00' 00"E
L18	4.46	N78° 11' 02"E
L19	43.30	N33° 48' 20"W
L20	22.81	N0° 00' 00"E
L21	15.00	N90° 00' 00"E
L22	18.18	S0° 00' 00"E
L23	40.72	S34° 18' 58"E
L24	18.99	S11° 48' 58"E
L25	21.01	S78° 11' 02"W
L26	39.05	N90° 00' 00"W
L27	17.27	S0° 00' 00"E
L28	17.81	S24° 01' 55"W
L29	15.00	N67° 30' 00"W
L30	15.97	N22° 30' 00"E
L31	13.04	N0° 00' 00"E
L32	247.10	N90° 00' 00"W
L33	97.56	S69° 11' 57"W
L34	56.03	S20° 48' 03"E

LEGEND

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

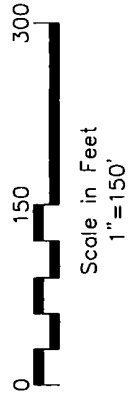
CURVE TABLE

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

Short Daybreak Holdings 1, LLC
Water Line Easement 1

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

CIVIL ENGINEERING
+ SURVEYING



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

July 29, 2020

Page 2 of 2

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	55.48	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	161.67	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

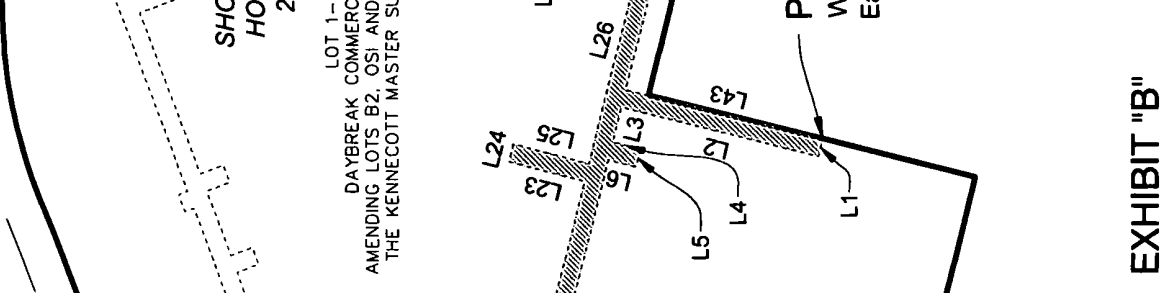


EXHIBIT "B"

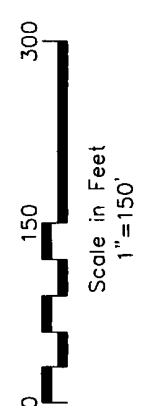
LOT 1-121
 DAYBREAK COMMERCE PARK PLAT 5
 AMENDING LOTS B2, O51 AND THE DRGRR PARCEL OF
 THE KENNECOTT MASTER SUBDIVISION #1 AMENDED

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

LEGEND

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

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	55.48	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	161.67	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



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.

C1R | **CIVIL ENGINEERING + SURVEYING**