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RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH JORDAN CITY  
1600 W TOWNE CENTER DR.  
SOUTH JORDAN UT 84095  
BY: DSA, DEPUTY - WI 4 P.

WHEN RECORDED, MAIL TO:

South Jordan City  
1600 West Towne Center Drive  
South Jordan, Utah 84095

Affects Parcel No(s): 26-24-411-001 & 26-24-411-003

**WATER LINE EASEMENT**

The University of Utah, a body politic and corporate of the State of Utah, as ground lessor, and Gardner-Daybreak Office 1, L.C., a Utah limited liability company, as ground lessee (collectively "GRANTOR"), for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, hereby GRANTS AND CONVEYS to the CITY OF SOUTH JORDAN, a municipal corporation of the State of Utah ("GRANTEE") and its successors and assigns a permanent easement for water line facilities and appurtenances thereto (the "EASEMENT") upon the following described property situated in Salt Lake County, Utah, and legally described as follows:

Beginning at a point being North 89°56'03" West 7,245.26 feet along the Daybreak Baseline South (Basis of bearings is South 89°56'03" East 21,225.293 feet from the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 1,554.16 feet from the Southeast Corner of Section 19, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being South 89°58'42" East 719.23 feet along the section line and North 1,549.78 feet from the South Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

- thence North 36°32'54" West 84.45 feet;
- thence South 53°27'06" West 13.50 feet;
- thence North 36°32'54" West 9.63 feet;
- thence North 54°53'01" East 23.51 feet;
- thence South 36°32'54" East 83.49 feet;
- thence North 53°27'06" East 22.50 feet;
- thence South 36°32'54" East 10.00 feet;
- thence South 53°27'06" West 32.50 feet to the point of beginning.

Contains 1,289 Square Feet or 0.030 Acres

GRANTEE reserves the EASEMENT, so long as GRANTEE determines that such water line facilities shall be required, with the right of ingress and egress to GRANTEE and its officers, employees, representatives, agents, and assigns to enter upon the EASEMENT with such equipment as is necessary to construct, install, maintain, repair, inspect, protect, remove, and replace said water line facilities and appurtenances.

GRANTOR shall have the right to use premises except for the purpose for which the EASEMENT is granted to GRANTEE, provided such use shall not interfere with the water line facilities and appurtenances thereto 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 reserves the right to substitute a new easement location if, in the opinion of GRANTOR, such relocation is necessary; however, should GRANTOR elect to make such a substitution, the cost of relocating GRANTEE's facilities shall be paid in full by GRANTOR and a new substitute easement shall be provided to GRANTEE at no cost to GRANTEE.

GRANTEE agrees to indemnify and hold harmless GRANTOR from any and all loss, damage, expense, claims or demands resulting from the negligence of GRANTEE in connection with its use of the easement or the construction, operation, maintenance, repair, relocation or replacement of GRANTEE's facilities on the right of way.

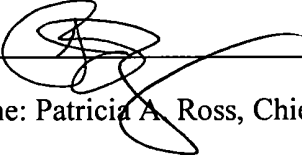
In the event GRANTEE should no longer use the easement for the purposes for which this easement has been granted, the easement will revert back to GRANTOR.

[SIGNATURE PAGE FOLLOWS]

DATED this 20<sup>th</sup> day of August, 2019.

“GRANTOR”

The University of Utah  
a body politic and corporate of the State of Utah

  
\_\_\_\_\_

Name: Patricia A. Ross, Chief Business Strategy Officer

State of Utah                    )  
  ) ss.  
County of Salt Lake         )

The foregoing instrument was acknowledged before me this 20 day of August, 2019, by Patricia A. Ross, the Chief Business Strategy Officer.




  
\_\_\_\_\_  
Notary Public

My commission expires: 5/3/2022

Residing at: SALT LAKE COUNTY

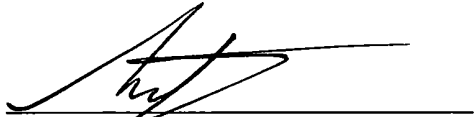
Gardner-Daybreak Office 1, L.C.  
a Utah limited liability company, by its manager  
KC Gardner Company, L.C., a Utah limited liability company

  
\_\_\_\_\_  
Name: Christopher Gardner

State of Utah )  
  ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 11 day of SEPTEMBER, 2019,  
by CHRISTOPHER GARDNER, a manager of KC Gardner Company, L.C., a Utah limited liability company,  
the manager of GARDNER-DAYBREAK OFFICE 1, L.C., a Utah limited liability company.



  
\_\_\_\_\_  
Notary Public

My commission expires: 10.16.20

Residing at: DAVIS COUNTY, UT