

WHEN RECORDED, MAIL TO:
South Jordan City
1600 W. Towne Center Drive
South Jordan, Utah 84095

13714902
7/12/2021 4:17:00 PM \$40.00
Book - 11205 Pg - 1018-1020
RASHELLE HOBBS
Recorder, Salt Lake County, UT
CHRISTIANSEN LAW PLLC
BY: eCASH, DEPUTY - EF 3 P.

Affects Parcel ID Nos.
26-15-226-001
26-15-226-002
26-14-101-001
26-14-101-002
26-14-101-003
26-14-101-004
26-14-101-005
26-14-101-006

STORM WATER EASEMENT

FREEPORT WEST – DAYBREAK LLC, a Nevada limited liability company, located at 14505 Geronimo Trail, Reno, Nevada 89521, **Grantor**, hereby GRANTS AND CONVEYS to **SOUTH JORDAN CITY**, a political subdivision of the State of Utah, located at 1600 W. Towne Center Drive, South Jordan, Utah 84095, **Grantee**, for valuable consideration, a perpetual, nonexclusive easement upon part of larger tracts of land owned by Grantor, for the purpose of owning and maintaining an underground storm water pipeline and related facilities (“Easement”). The boundaries of the Easement are as described in **Exhibit A** to this Easement grant (the “Easement Area”).

Grantor has agreed to maintain the storm water facilities pursuant to separate written agreement between Grantor and Grantee. Grantor has the right to use the Easement Area for its own purposes, provided such use does not materially and unreasonably interfere with Grantee’s use and enjoyment of the Easement for the purposes set forth herein.

Grantee shall have the right of ingress and egress over the Easement Area with such equipment as is necessary to own and maintain the storm water facilities as may be required from time to time by Grantee. Grantee shall promptly repair and restore the Easement Area and Grantor’s property to the same or better condition as existed when the same was entered upon by the Grantee or its agents.

Grantor may, at Grantor’s sole cost and expense, relocate the storm water facilities and the Easement to any other location on Grantor’s property, or on adjacent property owned by Grantor, after providing Grantee at least sixty (60) days’ advance written notice describing the proposed location, provided that such relocation does not materially reduce or impair the rights of the Grantee under this Easement. Grantor will comply with all applicable laws, ordinances, rules, and regulations when performing the relocation. Following the relocation, the parties agree to execute and record an amendment to this Easement identifying the new Easement Area and releasing those portions of Grantor’s property that are no longer required for the Easement.

EXHIBIT A
to Storm Water Easement
from Freeport West – Daybreak LLC to South Jordan City

Legal Description of Easement Area

A 10.00-foot-wide permanent, non-exclusive easement located in the Northwest Quarter of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, lying 5.00 feet on each side of the following described line:

BEGINNING at a point South 89°55'21" East 204.90 feet along the north line of the Northwest Quarter of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian and South 1,179.93 feet from the Northwest Corner of said Section 14, and thence North 87°01'55" East 170.79 feet; thence South 89°44'29" East 135.57 feet; thence South 88°45'40" East 238.05 feet; thence North 85°19'05" East 87.67 feet; thence North 86°41'59" East 148.31 feet; thence South 85°20'03" East 88.21 feet; thence North 82°44'58" East 264.71 feet; thence North 82°32'51" East 132.93 feet; thence North 85°30'58" East 235.95 feet; thence South 51°44'25" East 147.86 feet; thence South 74.52 feet; thence South 25°43'41" East 78.75 feet to the POINT OF TEMINUS of the herein described line.