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ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: BAA, DEPUTY - MI 9 P.

Recording Requested by and
When Recorded, Mail To:

South Jordan City
Attn: Ryan Loose, Esq.
1600 West Towne Center Drive
South Jordan, Utah 84009

Tax Parcel Number(s): 26-14-100-025

WATERLINE EASEMENT AGREEMENT

THIS WATERLINE EASEMENT AGREEMENT ("**Agreement**") dated _____, 2017, is made and entered into by and between **SOUTH STATION APARTMENTS LLC**, a Utah limited liability company (collectively, "**Grantor**"), and **SOUTH JORDAN CITY**, a Utah municipality ("**Grantee**").

A. Grantor owns certain parcels of real property situated in Salt Lake County, Utah (collectively, the "**Property**").

B. Grantor has agreed to grant Grantee a non-exclusive waterline easement on certain portions of the Property as more particularly hereinafter set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. WATERLINE EASEMENT. Grantor hereby grants to Grantee without warranty or representation, a perpetual, non-exclusive waterline easement, right of access and right of way (the "**Easement**") for the construction, alteration, improvement, repair, enlargement, rebuilding, inspection and maintenance of underground water transmission pipelines, together with all related equipment, facilities and appurtenances connected therewith in, under, across, over and through those certain portions of the Property (the "**Easement Area**") legally described in Exhibit "A", attached hereto and incorporated herein by this reference. The Easement Area is also depicted on Exhibit "A".

2. EASEMENT IS NON-EXCLUSIVE. The Easement granted herein is non-exclusive and does not preclude Grantor or its invitees, guests or successors in interest from using the Property for any purpose, business or otherwise. Grantor and its successors in interest are free to grant to other persons or entities the right to use the Property for any purpose, so long as such use does not interfere with the rights granted to Grantee under this Agreement.

3. DEVELOPMENT OF GRANTOR PROPERTY. Nothing in this Agreement

shall prevent or preclude Grantor or its representatives, heirs, successors or assigns from developing all or a portion of the Property, subject to the rights granted to Grantee under this Agreement. In such event, Grantor reserves the right to use the Property and grant easements across the Property for the benefit of other property and the owners and occupants thereof and their invitees and guests, so long as it does not interfere with the rights granted to Grantee under this Agreement, and provided that Grantor shall not construct or cause the construction of any structures within the Easement Area.

4. **REPAIR.** Grantee shall promptly repair and restore in a reasonable manner any structure, fence, paving, landscaping, improvement or other part of the Property (or any adjacent property) that is damaged or altered by Grantee in exercising its rights in the Easement granted hereunder.

5. **TERM.** The Easement granted pursuant to this Agreement shall run with the land and shall be effective and binding on the parties hereto upon the execution of this Agreement and shall be perpetual in its term, and shall not be extinguished by transfer of any interest in the Property.

6. **NO REPRESENTATIONS AND WARRANTIES.** Grantor makes no warranties or representations concerning the Easement hereby granted, or its suitability for the intended use, the cost of maintenance or otherwise.

7. **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 Grantor or its agents in exercising its right under this Agreement.

8. SEVERABILITY. If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this Agreement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

9. RECORDATION. The Agreement shall be recorded in the real property records of Salt Lake County, State of Utah. By executing this Agreement, Grantor consents to Grantee's recordation of this Agreement.

10. FURTHER DOCUMENTS. Grantor will execute any and all further documents, which Grantee reasonably requests to assure Grantee the rights granted in this Agreement.

11. AMENDMENTS. This Agreement may only be amended by a written document signed by each of the parties.

12. APPLICABLE LAW. The Agreement shall be construed and interpreted under, and governed and enforced according to, the laws of the State of Utah without regard for that state's principles of conflict of law.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date and year first above written.

Grantor:

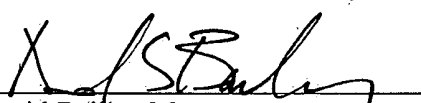
SOUTH STATION APARTMENTS LLC,

By: South Station Apartments,
a Utah limited liability company
Its: Manager

By: 
Christian Gardner, Manager


SOUTH STATION APARTMENTS LLC,

By: South Station Apartments,
a Utah limited liability company
Its: Manager

By: 
David Bailey, Manager

Grantee:

SOUTH JORDAN CITY,
a Utah municipality

By: 
Name: Gary L. Whitcomb
Title: City Manager

Approved as to Form:


Attorney for South Jordan City

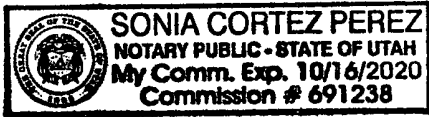
By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

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

On this 30 day of Nov, in the year 2017, before me, SONIA C. PEREZ
personally appeared Christian Gardner, Manager of South Station Apartments LLC, proved to
me on the basis of satisfactory evidence to be the person whose name is signed on the preceding
or attached document in my presence.

WITNESS my hand and official Seal.



[Signature]

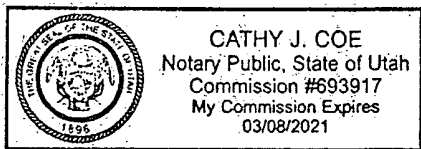
Notary Public in and for said State

My commission expires: 10.16.20

[SEAL]

STATE OF UTAH)
)
) :ss.
)
COUNTY OF DAVIS)

On this 30 day of Nov, in the year 2017, before me, Cathy J. Coe
personally appeared David Bailey, Manager of South Station Apartments LLC, proved to me on
the basis of satisfactory evidence to be the person whose name is signed on the preceding or
attached document in my presence.



[Signature]

Notary Public in and for said State

My commission expires: 3.8.2021

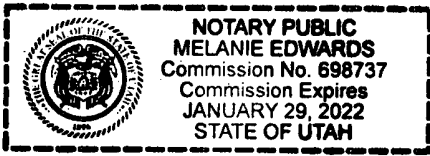
[SEAL]

ACKNOWLEDGMENT

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On February 14, 2018, personally appeared before me, a Notary Public,
GARY L. WHARTON, the City manager of SOUTH JORDAN CITY,
a Utah municipal corporation, personally known or proved to me to be the person whose name is
subscribed to the above instrument who acknowledged to me that he/she executed the above
instrument on behalf of SOUTH JORDAN CITY.

WITNESS my hand and official Seal.



Melanie Edwards
Notary Public in and for said State

My commission expires: _____

[SEAL]

**SOUTH STATION APARTMENTS
WATERLINE EASEMENT**

(Line 1)

A waterline easement, located in the North Half of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement more particularly described as follows:

Beginning at a point on the Northwesterly Line of Rambutan Way said point lies South 89°58'42" East 271.117 feet along the Section Line and North 3053.274 feet from the South Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, also being a point on a 532.500 foot radius non tangent curve to the left, (radius bears South 29°07'10" East), and running thence along said Northwesterly Line of Rambutan Way along the arc of said curve 15.003 feet through a central angle of 01°36'51"; thence North 28°56'54" West 14.453 feet; thence North 39°11'54" West 19.327 feet; thence North 39°11'54" West 20.043 feet; thence North 38°32'54" West 4.880 feet; thence South 53°28'22" West 10.988 feet; thence North 36°31'38" West 20.666 feet; thence North 53°28'22" East 10.353 feet; thence North 37°32'54" West 4.142 feet; thence North 36°32'54" West 173.128 feet; thence South 53°28'22" West 9.335 feet; thence North 36°31'38" West 24.493 feet; thence North 53°28'22" East 9.326 feet; thence North 36°32'54" West 110.552 feet; thence South 53°27'06" West 9.682 feet; thence North 36°32'54" West 19.800 feet; thence North 53°27'06" East 9.682 feet; thence North 36°32'54" West 184.650 feet; thence South 53°27'06" West 12.975 feet; thence North 36°32'54" West 13.000 feet; thence North 53°27'06" East 12.975 feet; thence North 36°32'54" West 48.047 feet; thence North 27°46'11" West 5.563 feet to a point on Northwesterly Line of Lot C-115 of the Daybreak South Station Plat 1 Subdivision Amending Lot T4 of the Kennecott Master Subdivision #1, also being on a 467.500 foot radius non tangent curve to the right, (radius bears South 28°41'20" East); thence along said Northwesterly Line of Lot C-115 and the arc of said curve 15.001 feet through a central angle of 01°50'18"; thence South 27°46'11" East 4.412 feet; thence South 36°32'54" East 105.088 feet; thence North 53°27'06" East 52.276 feet; thence South 36°32'54" East 13.000 feet; thence South 53°27'06" West 52.276 feet; thence South 36°32'54" East 188.629 feet; thence North 53°27'06" East 43.113 feet; thence South 36°32'54" East 13.000 feet; thence South 53°27'06" West 43.113 feet; thence South 36°32'54" East 26.789 feet; thence North 53°27'06" East 74.717 feet; thence South 36°32'54" East 13.000 feet; thence South 53°27'06" West 74.717 feet; thence South 36°32'54" East 98.940 feet; thence North 53°27'06" East 71.821 feet; thence South 36°35'13" East 13.000 feet; thence South 53°27'06" West 71.829 feet; thence South 36°32'54" East 100.942 feet; thence South 37°32'54" East 9.329 feet; thence South 38°32'54" East 19.892 feet; thence South 39°11'54" East 19.957 feet; thence South 39°11'54" East 20.673 feet; thence South 28°56'54" East 15.542 feet to said Northwesterly Line of Rambutan Way and the point of beginning.

Property contains 0.319 acres, 13891 square feet.

(Line 2)

A waterline easement, located in the Northeast of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement more particularly described as follows:

Beginning at a point on the Northwesterly Line of Rambutan Way said point lies South 89°58'42" East 496.733 feet along the Section Line and North 3155.561 feet from the South Quarter Corner

EXHIBIT A - CONTINUED

DEPICTION OF EASEMENT AREA

[ATTACH SURVEY SERVICES DRAWING]

Exhibit A

XREFS:

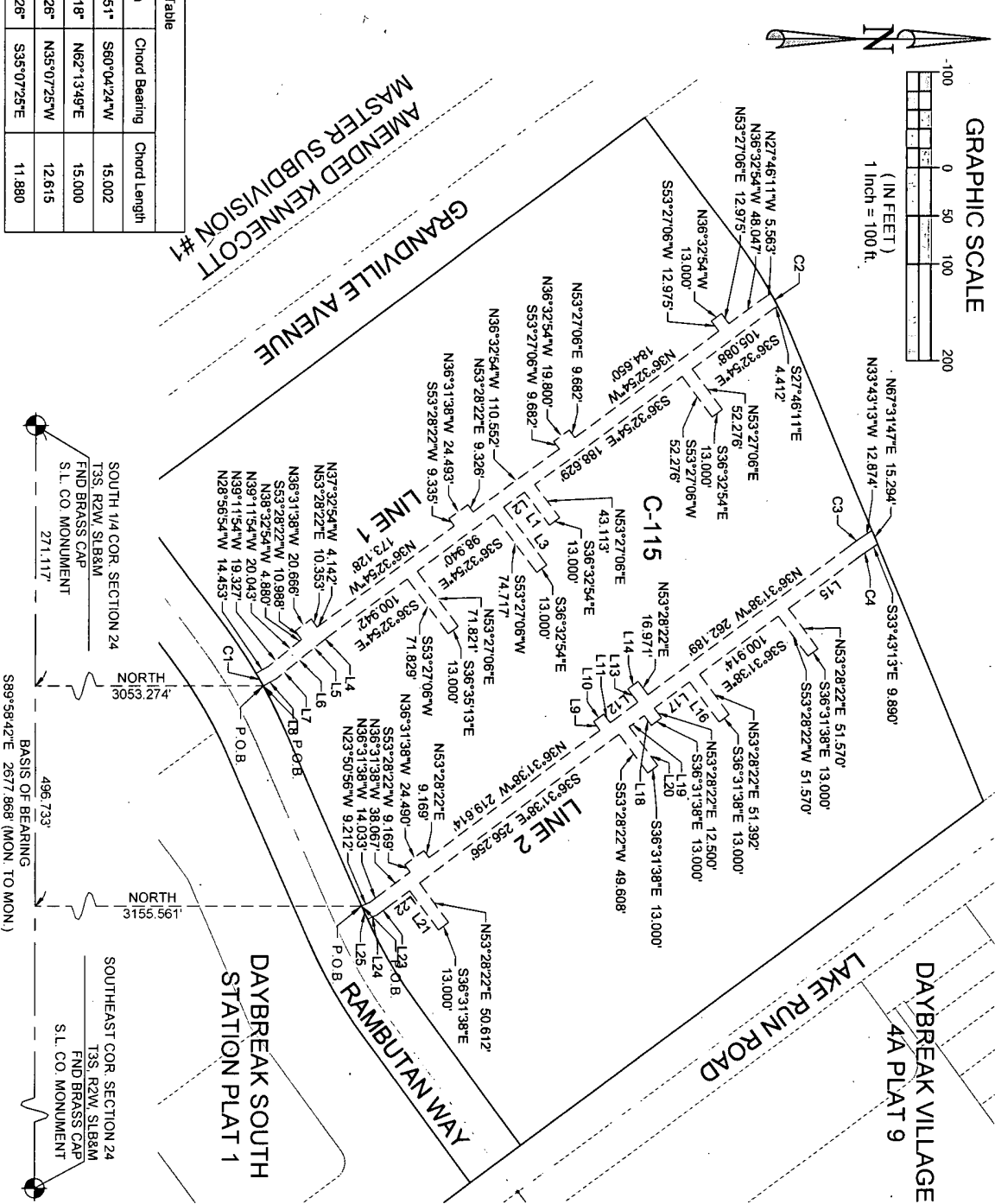
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C-1	15.003	532.500	001°36'51"	S60°04'24"W	15.002
C-2	15.001	467.500	001°50'18"	N62°13'49"E	15.000
C-3	12.616	257.500	002°48'26"	N55°07'25"W	12.615
C-4	11.881	242.500	002°48'26"	S35°07'25"E	11.880

Line #	Length	Direction
L1	43.113	S53°27'05.57"W
L2	26.769	S36°32'54.43"E
L3	74.717	N53°27'05.57"E
L4	9.329	S37°32'54.43"E
L5	19.892	S38°32'54.43"E
L6	19.957	S39°11'53.54"E
L7	20.673	S39°11'53.54"E
L8	15.542	S28°56'53.54"E
L9	11.120	S53°28'21.89"W
L10	13.000	N36°42'00.00"W
L11	11.159	N53°28'21.89"E
L12	35.238	N36°31'38.11"W
L13	16.971	S53°28'21.89"W
L14	13.000	N36°31'38.11"W
L15	92.756	S36°31'38.11"E
L16	51.392	S53°28'21.89"W
L17	45.169	S36°31'38.11"E
L18	12.500	S53°28'21.89"W
L19	19.189	S36°31'38.11"E
L20	49.608	N53°28'21.89"E
L21	50.612	S53°28'21.89"W
L22	26.314	S36°31'38.11"E
L23	15.699	S36°31'38.11"E
L24	10.857	S23°50'56.28"E
L25	15.000	S66°04'07.66"W

AMENDED KENNECOTT
MASTER SUBDIVISION #1

DAYBREAK SOUTH
STATION PLAT 1

DAYBREAK VILLAGE
4A PLAT 9



DATE: _____ TIME: _____
 NETWORK: _____
 PATH: _____
 DWG NAME: _____
 LAYOUT: _____
 DESIGNER: _____ MGR: _____

PERIGEE CONSULTING
 CIVIL • STRUCTURAL • SURVEY

9089 SOUTH 1300 WEST, SUITE 100
 801228.0004 TEL 801580.0011 FAX

WEST JORDAN UT 84088
 WWW.PERIGEE.COM

EXHIBIT A
 WATERLINE EASEMENTS
 DAYBREAK SOUTH STATION APARTMENTS

PREPARED FOR: DESTINATION HOMES DATE SUBMITTED: 01-15-2018