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 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 SOUTH JORDAN
 1600 W TOWNE CENTER DR
 SOUTH JORDAN UT 84095-8265
 BY: HNP, DEPUTY - WI 8 P.

Recording Requested By And
 When Recorded, Mail To:

South Jordan City
 1600 West Towne Center Drive
 South Jordan, Utah 84095
 Attn: Chris Clinger

Tax Parcel Number: 27-19-154-012

WATERLINE EASEMENT AGREEMENT

THIS WATERLINE EASEMENT AGREEMENT ("**Agreement**") dated OCTOBER 15TH, 2011, is by and between **DBVC1 LLC**, a Utah limited liability company ("**Grantor**") and **SOUTH JORDAN CITY**, a Utah municipal corporation ("**Grantee**").

A. Grantor owns that certain real property situated in Salt Lake County, Utah and more particularly described as Lot C-123, of that plat map entitled "Kennecott Daybreak Village Center 1A, Amending Parcel A and Parcel B of the Kennecott Phase II Subdivision", Official Records of Salt Lake County, Utah (the "**Property**").

B. Grantor has agreed to grant Grantee a non-exclusive waterline easement on a portion 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 pipelines, together with all related equipment, facilities and appurtenances connected therewith in, under, across, over and through a portion of the Property (the "**Easement Area**"). The Easement Area granted herein is legally described and depicted on **EXHIBIT A**, attached hereto and incorporated herein.

2. EASEMENT IS NON-EXCLUSIVE. The Easement granted hereunder 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.

4. **REPAIR.** Grantee shall 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.

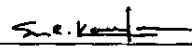
12. APPLICABLE LAW. The Agreement shall be construed and interpreted under, and governed and enforced according to, the laws of the State of Utah without regard for that state's principles of conflict of law.

[Signatures on following pages]

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

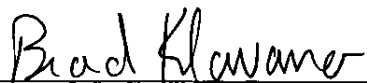
Grantor:

DBVC1 LLC,
a Utah limited liability company

By: 
Name: Simon E. Kaufmann
Title: Vice President Commercial Development

Grantee:

SOUTH JORDAN CITY,
a Utah municipal corporation

By: 
Name: Brad Klavano
Title: City Engineer

Approved as to form:


Assistant City Attorney

ACKNOWLEDGMENT

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On October 18th, 2011, personally appeared before me, a Notary Public, Scott Kaufmann, the Vice President of DBVC1 LLC, a Utah limited liability company, 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 DBVC1 LLC.

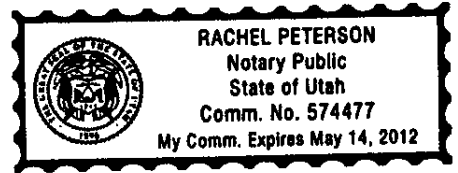
WITNESS my hand and official Seal.

Rachel Peterson
Notary Public in and for said State

My commission expires: May 14, 2012.

[SEAL]

ACKNOWLEDGMENT



STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On Nov. 11, 2011, personally appeared before me, a Notary Public, Brad Klavans, the Eng. Dept. Director 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.



AJBix
Notary Public in and for said State

My commission expires: 5/22/14

[SEAL]

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

15.00' WATERLINE EASEMENT

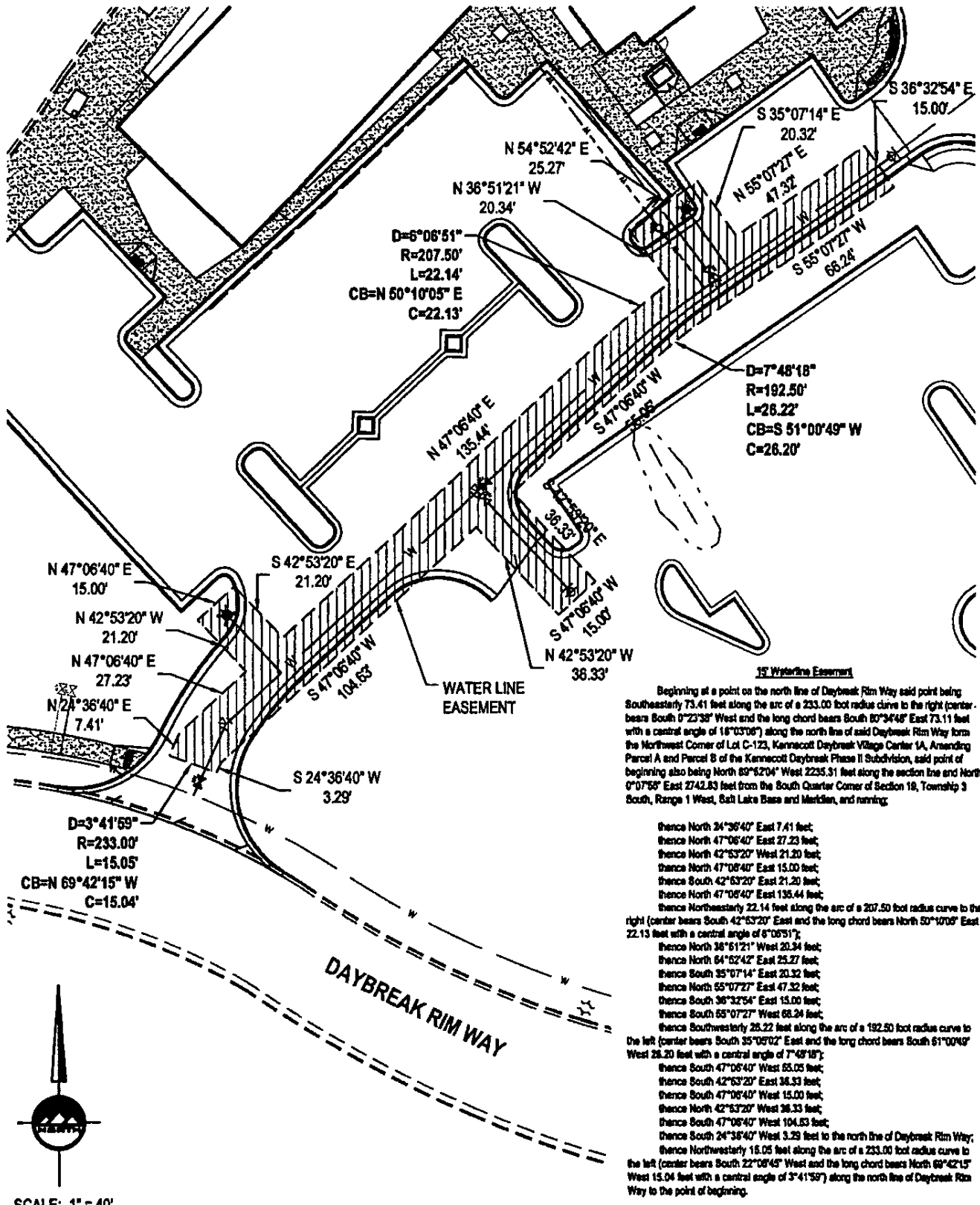
Beginning at a point on the north line of Daybreak Rim Way said point being Southeasterly 73.41 feet along the arc of a 233.00 foot radius curve to the right (center bears South 0°23'38" West and the long chord bears South 80°34'48" East 73.11 feet with a central angle of 18°03'08") along the north line of said Daybreak Rim Way from the Northwest Corner of Lot C-123, Kennecott Daybreak Village Center 1A, Amending Parcel A and Parcel B of the Kennecott Daybreak Phase II Subdivision, said point of beginning also being North 89°52'04" West 2582.83 feet along the section line and North 0°07'56" East 3043.66 feet from the South Quarter Corner of Section 19, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running;

thence North 24°36'40" East 7.41 feet;
thence North 47°06'40" East 27.23 feet;
thence North 42°53'20" West 21.20 feet;
thence North 47°06'40" East 15.00 feet;
thence South 42°53'20" East 21.20 feet;
thence North 47°06'40" East 135.44 feet;
thence Northeasterly 22.14 feet along the arc of a 207.50 foot radius curve to the right (center bears South 42°53'20" East and the long chord bears North 50°10'05" East 22.13 feet with a central angle of 6°06'51");
thence North 36°51'21" West 20.34 feet;
thence North 54°52'42" East 25.27 feet;
thence South 35°07'14" East 20.32 feet;
thence North 55°07'27" East 47.32 feet;
thence South 36°32'54" East 15.00 feet;
thence South 55°07'27" West 66.24 feet;
thence Southwesterly 26.22 feet along the arc of a 192.50 foot radius curve to the left (center bears South 35°05'02" East and the long chord bears South 51°00'49" West 26.20 feet with a central angle of 7°48'18");
thence South 47°06'40" West 55.05 feet;
thence South 42°53'20" East 36.33 feet;
thence South 47°06'40" West 15.00 feet;
thence North 42°53'20" West 36.33 feet;
thence South 47°06'40" West 104.63 feet;
thence South 24°36'40" West 3.29 feet to the north line of Daybreak Rim Way;
thence Northwesterly 15.05 feet along the arc of a 233.00 foot radius curve to the left (center bears South 22°08'45" West and the long chord bears North 69°42'15" East 15.04 feet with a central angle of 3°41'59") along the north line of Daybreak rim Way to the point of beginning.


Contains 5,487 square feet. 0.126 acres

EXHIBIT A - CONTINUED
DEPICTION OF EASEMENT AREA

[ATTACH ENSIGN DRAWING]



SCALE: 1" = 40'

PROJECT # 5119 DATE 8/29/11 1 OF 1 FILE Design/Survey/Essement-cdbb	DAYBREAK VC1 DENTAL OFFICE APPROX. 4785 DAYBREAK PARKWAY SOUTH JORDAN, UTAH WATER LINE EASEMENT EXHIBIT	FOR: KENNECOTT LAND 4700 DAYBREAK PARKWAY SUITE 3 SOUTH SOUTH JORDAN, UTAH 84085 PHONE: 801-813-7018	45 West 10000 South Suite 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449 www.ensignutah.com 
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