

14216125 B: 11477 P: 7516 Total Pages: 7
03/14/2024 12:38 PM By: srigby Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: NOVVA SLC COMMON, LLC
ATTN: JAKE POLTZ 6477 WELLS PARK ROAD WEST JORDAN, UT 84081



WHEN RECORDED, PLEASE RETURN TO:

West Jordan City Recorder
8000 South Redwood Road
West Jordan, Utah 84088

Portions of APN: 26-10-100-007

TEMPORARY WATERLINE EASEMENT

V & M JONES FAMILY, LLC, a Utah limited liability company, and, M H JONES FAMILY, LLC, a Utah limited liability company (hereinafter collectively referred to as "Grantor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains and conveys unto the CITY OF WEST JORDAN, a municipal corporation and political subdivision of the State of Utah (hereinafter referred to as "Grantee"), its successors, assigns, licensees and agents, a TEMPORARY WATERLINE EASEMENT (the "Easement") upon, over, under, across and through the following described tract of land, which the Grantor owns or in which the Grantor has an interest, in Salt Lake County, State of Utah, more particularly described and depicted as follows (the "Easement Area"), to wit:

[See Exhibits "A" and "B" attached hereto and incorporated herein by this reference.]

The Easement herein granted is for the following purpose: installation and maintenance of a waterline and any appurtenances connected thereto (the "Facilities").

Grantee shall have the right during the Term to plan, install, construct, operate, maintain, repair, remove and replace any material(s) comprising the Facilities from time to time as Grantee may require within the Easement Area. Grantee shall have the right of reasonable ingress and egress to and from the Facilities over and across Grantor's land lying coincident with the land described above. Grantee shall have the right to clear and remove all trees and other obstructions from the Easement Area that may interfere with the use of said Easement by Grantee. Grantor reserves the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted.

This Temporary Easement shall automatically expire and terminate when a future City-approved public road is dedicated over the Easement Area, with the road dedication being evidenced by a City-approved deed or subdivision plat being filed in the office of the Salt Lake County Recorder.

Grantor shall not build, nor grant others the right to build, within the Easement Area any structures, buildings, footings or foundations, nor plant any trees or shrubbery with root zones that will contact or interfere with Grantee's utility system. The Easement Area may, however, be crossed or covered with sidewalks, curb and gutter, roadways, or similar improvements. Grantor is expressly prohibited during the Term from granting or conveying any other utility easement rights upon, over, under, across or through the Easement Area without prior written approval from Grantee, which approval shall not be unreasonably withheld, conditioned, or delayed.

Grantee assumes any and all risk in its use and enjoyment of this Easement and the Easement Area and agrees to release, indemnify, and hold Grantor, its officers, directors, employees and agents harmless against any and all claims, suits, losses, costs, demands, damages, liabilities, liens, expenses, and causes of action of any kind, including the amount of any judgment, court cost, or legal fee incurred by one or any of them, arising out of or related to the rights and obligations under this Easement, or the Grantee's use and enjoyment of, and or activities on, the Easement Area; provided, however, Grantee shall have no obligation to indemnify Grantor or its affiliates pursuant to this paragraph for claims or liabilities to the extent the same are caused by the negligence or willful misconduct of Grantor or Grantor's officers, directors, employees, agents or contractors. Moreover, Grantee is a body corporate and politic of the State of Utah, with rights and defenses available under the Governmental Immunity Act of Utah (the "Act"), Utah Code Ann. Sections 63G-7-101 to 904, as amended. Therefore, notwithstanding any other provision herein, Grantor agrees that Grantee shall only be liable for damages to the extent permitted under the Act. Nothing contained in this Easement shall be construed in any way to modify the rights and defenses afforded to governmental entities set forth in the Act. No provision in this Easement shall supersede the protections contained within the Act or this paragraph. This provision shall survive any termination of this Easement.

[Signatures begin on next page]

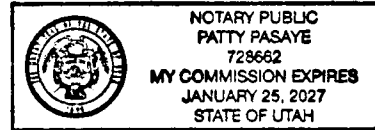
M H JONES FAMILY, LLC, a Utah limited liability company

By: [Signature]
Its: [Signature]

STATE OF Utah)
: SS.
COUNTY OF Salt Lake)

On this 31st day of January, 2024, personally appeared before me Michael Lee Jones, who being by me duly sworn did say that s/he is the Manager of M H JONES FAMILY, LLC, a Utah limited liability company, and that the foregoing instrument was duly authorized by said limited liability company at a lawful meeting held or by authority of its bylaws and signed in behalf of said company.

Patty Pasaye
NOTARY PUBLIC
My Commission Expires: January 25, 2027
Residing in Salt Lake County Utah



CITY OF WEST JORDAN



ATTEST

By: [Signature]
Name: Dirk Burton
Title: Mayor

By: [Signature]
Name: Tangee Sloan
Title: City Recorder

Dated: 3-1-2024

EXHIBIT "A"

Temporary Waterline Easement

A temporary waterline easement lying within Parcel 26-10-100-007 and Parcel A, Vast Data Centers Subdivision recorded January 7, 2021 as Entry No. 13525332 in Book 2021 of Plats, at Page 007 in the Office of the Salt Lake County Recorder, located in the East Half of Section 10 and the West Half of Section 11, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Beginning at the Northwest corner of Parcel A; thence S.01°05'44"W. 967.92 feet along the westerly line of said Parcel A; thence northerly 163.58 feet along the arc of a 665.00 feet non-tangent radius curve to the right, having a central angle of 14°05'38", (chord bears N.05°56'57"W. 163.17 feet) Radius point bears S.88°54'08"E.; thence N.01°05'52"E. 859.71 feet; thence N.89°42'02"W. 52.43 feet; thence southerly 48.00 feet along the arc of a 858.06 feet non-tangent radius curve to the left, having a central angle of 03°12'19", (chord bears S.01°58'38"E. 48.00 feet) Radius point bears N.86°25'13"E.; thence along a line non-tangent to said curve, S.03°39'59"E., a distance of 183.38 feet; thence southerly 99.59 feet along the arc of a 1201.40 feet non-tangent radius curve to the right, having a central angle of 04°44'57", (chord bears S.01°15'36"E. 99.56 feet) Radius point bears N.88°53'08"W.; thence along a line non-tangent to said curve, S.01°05'35"W., a distance of 490.30 feet; thence southerly 98.44 feet along the arc of a 1165.48 feet non-tangent radius curve to the left, having a central angle of 04°50'22", (chord bears S.01°12'14"E. 98.41 feet) Radius point bears N.86°22'35"E. to a point of reverse curve to the right having a radius of 1176.76 feet and a central angle of 02°47'30"; (chord bears S.02°13'41"E. 57.33 feet) thence Southerly along the arc, a distance of 57.33 feet; thence along a line non-tangent to said curve, S.43°54'33"E., a distance of 51.11 feet; thence S.01°05'27"W. 338.32 feet to the northerly line of 9800 South Right-of-Way; thence N.89°32'33"W. 20.00 feet along said Right-of-Way line; thence N.01°05'27"E. 330.26 feet; thence N.43°54'33"W. 50.70 feet; thence northerly 64.43 feet along the arc of a 1021.29 feet non-tangent radius curve to the left, having a central angle of 03°36'52", (chord bears N.02°04'32"W. 64.42 feet) Radius point bears S.86°07'02"W. to a point of reverse curve to the right having a radius of 1067.81 feet and a central angle of 05°21'50"; (chord bears N.01°12'03"W. 99.93 feet) thence Northerly along the arc, a distance of 99.97 feet; thence along a line non-tangent to said curve, N.01°05'35"E., a distance of 490.28 feet; thence northerly 97.92 feet along the arc of a 1181.27 feet non-tangent radius curve to the left, having a central angle of 04°44'57", (chord bears N.01°15'35"W. 97.89 feet) Radius point bears S.86°21'56"W.; thence along a line non-tangent to said curve, N.03°39'59"W., a distance of 183.40 feet; thence northerly 69.37 feet along the arc of a 878.06 feet non-tangent radius curve to the right, having a central angle of 04°31'36", (chord bears N.01°19'03"W. 69.35 feet) Radius point bears S.89°03'15"E.; thence along a line non-tangent to said curve, S.89°44'01"E., a distance of 13.63 feet; thence S.85°52'09"E., a distance of 79.16 to the easterly line of said Parcel 26-10-100-007; thence S.01°05'38"W. 68.73 feet along said easterly line to the **Point of Beginning**.

The above-described easement contains 48,328 sq. ft., or 1.109 acre. more or less.

of 3

Prepared by BLP CIR Engineering + Survey November 22, 2023

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EXHIBIT "A":

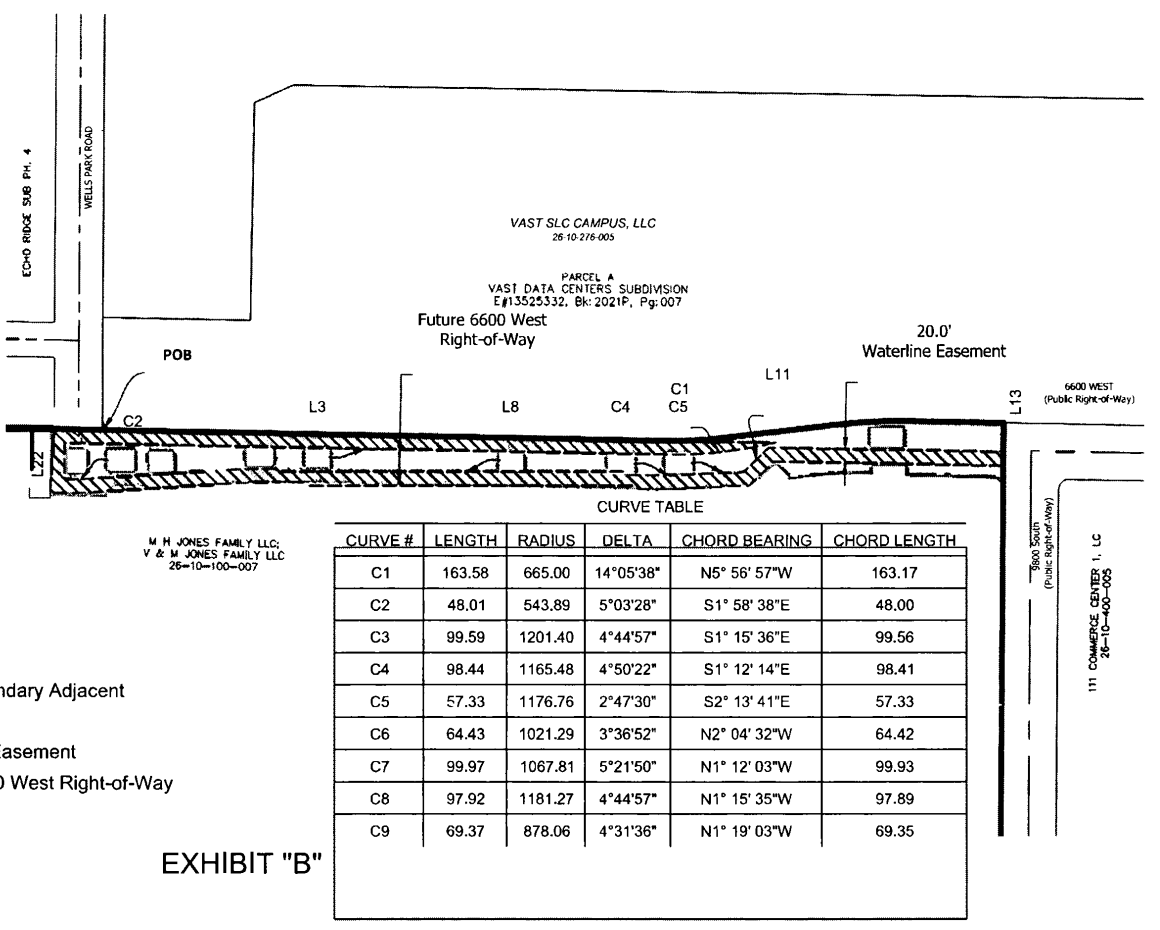
By this reference, made a part hereof.

BASIS OF BEARING:

S. 89°51'02" E. along the Section line per said Vast Data Centers Subdivision between the South Quarter Corner and the Southeast Corner of said Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

of 3

LINE TABLE		
LINE #	LENGTH	BEARING
L1	967.92	S1° 05' 44"W
L3	859.71	N1° 05' 52"E
L4	52.43	N89° 42' 02"W
L6	183.38	S3° 39' 59"E
L8	490.30	S1° 05' 35"W
L11	51.11	S43° 54' 33"E
L12	338.32	S1° 05' 27"W
L13	20.00	N89° 32' 33"W
L14	330.26	N1° 05' 27"E
L15	50.70	N43° 54' 33"W
L18	490.28	N1° 05' 35"E
L20	183.40	N3° 39' 59"W
L22	13.63	S89° 44' 01"E
L23	79.16	S85° 52' 09"E
L24	68.73	S1° 05' 38"W



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	163.58	665.00	14°05'38"	N5° 56' 57"W	163.17
C2	48.01	543.89	5°03'28"	S1° 58' 38"E	48.00
C3	99.59	1201.40	4°44'57"	S1° 15' 36"E	99.56
C4	98.44	1165.48	4°50'22"	S1° 12' 14"E	98.41
C5	57.33	1176.76	2°47'30"	S2° 13' 41"E	57.33
C6	64.43	1021.29	3°36'52"	N2° 04' 32"W	64.42
C7	99.97	1067.81	5°21'50"	N1° 12' 03"W	99.93
C8	97.92	1181.27	4°44'57"	N1° 15' 35"W	97.89
C9	69.37	878.06	4°31'36"	N1° 19' 03"W	69.35

LEGEND

- Parcel Boundary Adjacent
- parcel
- Waterline Easement
- Future 6600 West Right-of-Way

EXHIBIT "B"

PREPARED BY:

<p>1000 S. State Street, Suite 100, Salt Lake City, Utah 84095 Phone: 435-533-7641</p>	<p>GARDNER PROPERTY Waterline Easement</p>	 <p>Scale in Feet November 22, 2023, " = 200' Page 3 of 3</p>
	<p>Assessor Parcel No: 26-10-100-007 & 26-10-276-005</p>	
	<p>Part of the East 1/2 Sec. 10 & West 1/2 Sec. 11 Township 3 South, Range 2 West, S.L.B.&M.</p>	