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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: STA. DEPUTY - 011 9 P.

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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): 26-14-300-007

WATERLINE EASEMENT AGREEMENT

THIS WATERLINE EASEMENT AGREEMENT ("**Agreement**") dated December 2nd, 2019, is made and entered into by and between **THE BOARD OF EDUCATION OF THE JORDAN SCHOOL DISTRICT**, a government entity ("**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.

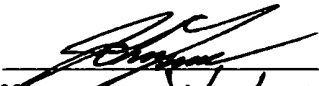
12. APPLICABLE LAW. The Agreement shall be construed and interpreted under, and governed and enforced according to, the laws of the State of Utah without regard for that state's principles of conflict of law.

[Signatures on following pages]

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

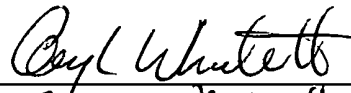
Grantor:

**THE BOARD OF EDUCATION OF THE
JORDAN SCHOOL DISTRICT,**
a government entity

By:  DR
Name: John Larsen
Title: Business Administrator

Grantee:

SOUTH JORDAN CITY,
a Utah municipality

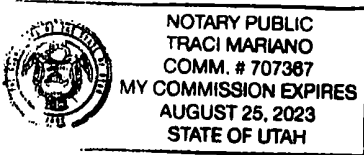
By: 
Name: Gary L. Whatcott
Title: City Manager

ACKNOWLEDGMENT

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On December 2nd, 2019, personally appeared before me, a Notary Public,
John Larsen, the Business Administrator of THE BOARD OF
EDUCATION OF THE JORDAN SCHOOL DISTRICT, a government entity, 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 THE BOARD OF
EDUCATION OF THE JORDAN SCHOOL DISTRICT.

WITNESS my hand and official Seal.



Traci Mariano
Notary Public in and for said State

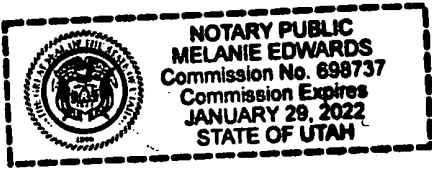
My commission expires: August 25, 2023

[SEAL]

ACKNOWLEDGMENT

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On December 11, 2019, personally appeared before me, a Notary Public,
Gary L. Whatcott, 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: January 29, 2022

[SEAL]

Exhibit A
EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

South Mixed Use Plat 1/Jordan School District Water Easement

Beginning at a point that lies North 89°58'54" East 31.862 feet along the Section Line from the South Quarter Corner of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 24.998 feet to the point of terminus.

Contains: (approx. 25 L.F.)

Exhibit A
EXHIBIT A - CONTINUED

DEPICTION OF EASEMENT AREA

[ATTACH PERIGEE CONSULTING DRAWING]

THE BOARD OF EDUCATION OF THE
JORDAN SCHOOL DISTRICT
26-14-300-007

LINE 1

DAYBREAK SOUTH
MIXED USE PLAT 1

TROCADERO AVENUE

Z107
VP DAYBREAK
OPERATIONS-INVESTMENTS
PLAT 1



SCALE 1"=40'

LEGEND

 PROPOSED 10' WIDE WATER EASEMENT



PERIGEE
CONSULTING
CIVIL • STRUCTURAL • SURVEY

6060 SOUTH 1300 WEST, SUITE 100
SOLDS,UT 84063 TEL 801.500.0671 FAX

WEST JORDAN, UT 84063
WWW.PERIGEECIVIL.COM

**JORDAN SCHOOL DISTRICT
WATER EASEMENT EXHIBIT**

PREPARED FOR: DAYBREAK COMMUNITIES