

Recording Requested By And
When Recorded, Mail To:

South Jordan City
1600 West Towne Center Drive
South Jordan, Utah 84095
Attn: JEREMY NIELSON

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02/15/2011 11:15 AM \$0.00
Book - 9905 Pg - 5090-5097
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: ZJM: DEPUTY - MI S P.

WATERLINE EASEMENT AGREEMENT

THIS WATERLINE EASEMENT AGREEMENT ("**Agreement**") dated FEBRUARY 3, 2011, is by and between **KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY**, a Delaware cooperation ("**Grantor**") and **SOUTH JORDAN CITY**, a Utah municipal corporation ("**Grantee**").

A. Grantor owns that certain real property (the "**Property**") located in Salt Lake County, Utah and more particularly described on Exhibit A attached hereto and incorporated herein.

B. Grantor has agreed to grant Grantee a non-exclusive waterline easement on the Property as further described herein.

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 granted herein is more particularly depicted on Exhibit B, 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,

Parcel # 26-13-100-012 & -015

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:

**KENNECOTT LAND RESIDENTIAL
DEVELOPMENT COMPANY,**
a Delaware corporation

By: 
Name: TY MCCUTCHEON
Title: VICE PRESIDENT OMBRELL

Grantee:

SOUTH JORDAN CITY,
a Utah municipal corporation

By: 
Name: Gary Whatcott
Title: ASSISTANT City Manager

Approved as to form:

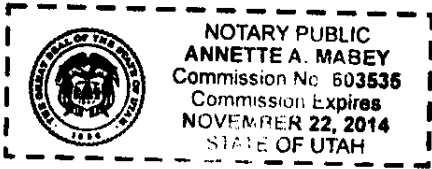

Assistant City Attorney

ACKNOWLEDGMENT

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On February 3, 2011, personally appeared before me, a Notary Public, Tymotee Cheout, the Vice President of KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY, a Delaware 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 KENNECOTT LAND RESIDENTIAL DEVELOPMENT COMPANY.

WITNESS my hand and official Seal.



Annette A. Mabe
Notary Public in and for said State

My commission expires: 11/22/2014

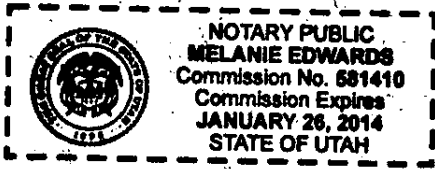
[SEAL]

ACKNOWLEDGMENT

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On February 14, 2011, personally appeared before me, a Notary Public, Gary L. Whortcott, the Assistant 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 26, 2014

[SEAL]

EXHIBIT A

Legal Description of Property

WATERLINE EASEMENT #1 KENNECOTT PROPERTY

A strip of land intended for a water line easement, located in the North Half of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and being more particularly described as follows:

Commencing at the North Quarter Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian (the basis of bearing being South 89°57'24" West – 2699.959 feet between the North Quarter Corner and the Northwest Corner of said Section 13) and running thence North 89°57'36" East along the North line of said Section 13 for 271.814 feet; thence South 00°02'24" East perpendicular to said Section line for 86.049 feet to a point on the westerly boundary of the Kennecott Daybreak Plat 9 Subdivision recorded in Book 2007P at Page 425 in the office of the Salt Lake County Recorder said point also being the POINT OF BEGINNING; thence South 00°00'00" West along said west boundary for 20.00 feet; thence South 89°58'17" West for 650.74 feet; thence South 00°01'43" East for 10.00 feet; thence South 89°58'17" West for 105.00 feet; thence North 00°01'43" West for 10.00 feet; thence South 89°58'17" West for 611.18 feet; thence South 00°01'43" East for 10.00 feet; thence South 89°58'17" West for 195.08 feet; thence North 44°32'18" West for 70.11 feet; thence South 89°58'17" West for 1284.63 feet; thence North 44°55'04" West for 16.43 feet to a point on the westerly side of that Quit claim deed recorded May 16, 2008 as Entry number 10429973 in Book 9607 at Page 4745 in the office of the Salt Lake County Recorder; thence with a non-tangent curve to the left along the westerly line of said Quit claim deed having a radius of 140.00 feet, whose center bears North 67°25'37" West, with a central angle of 14°15'45" (chord bearing and distance of North 15°29'45" East – 34.50 feet) for a arc length of 34.59 feet; thence South 44°55'04" East for 21.00 feet; thence North 89°58'17" East for 69.55 feet; thence South 00°01'43" East for 10.00 feet; thence North 89°58'17" East for 1148.89 feet; thence North 00°01'43" West for 10.00 feet; thence North 89°58'17" East for 66.30 feet; thence South 44°32'18" East for 70.11 feet; thence North 89°58'17" East for 1549.44 feet to the POINT OF BEGINNING.

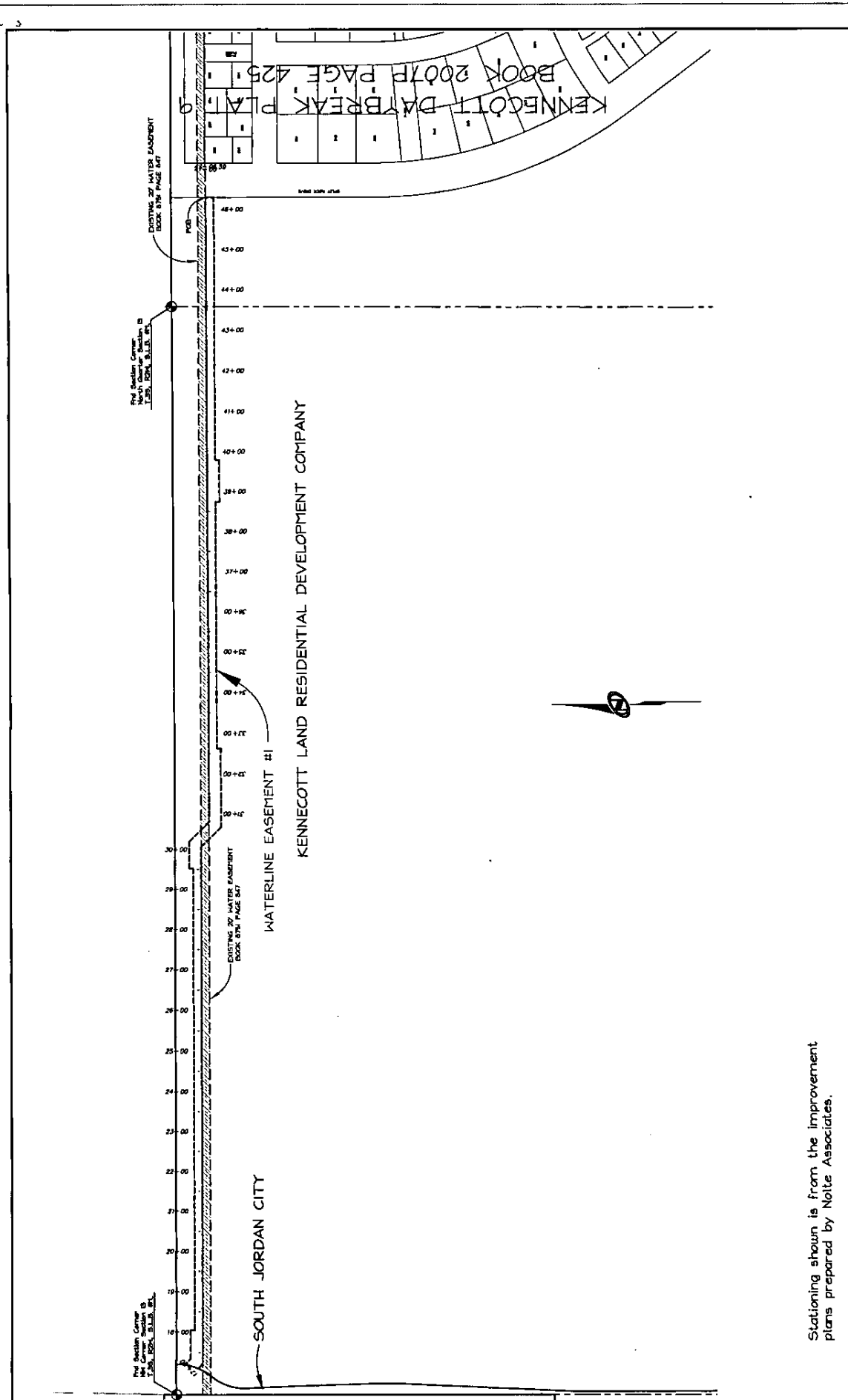
Containing 63,752 sq. ft. or 1.46 acres.

Revised October 26, 2010

EXHIBIT B

Depiction of Easement

[Attach Nolte Drawing]



KENNECOTT DAYBREAK 10200 SOUTH WATERLINE EASEMENTS		DATE: 07/10/10 DRAWN BY: J. J. JENSEN CHECKED BY: J. J. JENSEN PROJECT NO.: 10200 SOUTH WATERLINE EASEMENTS SHEET NO.: 10200 SOUTH WATERLINE EASEMENTS TOTAL SHEETS: 10200 SOUTH WATERLINE EASEMENTS DATE SUBMITTED: REV. JULY 2010
NOTICE BEYOND ENGINEERING 10200 SOUTH WATERLINE EASEMENTS 10200 SOUTH WATERLINE EASEMENTS		PREPARED FOR: KENNECOTT DATE SUBMITTED: REV. JULY 2010

Stationing shown is from the improvement plans prepared by Nolte Associates.