

WHEN RECORDED, MAIL TO:  
South Jordan City  
Attn: City Recorder  
1600 West Towne Center Drive  
South Jordan, Utah 84095

Numbers: 26-24-301-008

**14036761 B: 11382 P: 8548 Total Pages: 4**  
**10/31/2022 02:55 PM By: kkennington Fees: \$40.00**  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: METRO NATIONAL TITLE  
345 EAST BROADWAYSALT LAKE CITY, UT 84111

## Waterline Easement

Salt Lake County

DAYBREAK STORAGE, LLC, a Utah limited liability company (**Grantor**), hereby GRANTS AND CONVEYS to the **CITY OF SOUTH JORDAN**, at 1600 WEST TOWNE CENTER DRIVE, SOUTH JORDAN CITY, UTAH 84095, herein referred to as **GRANTEE**, for the sum of 10 Dollars, and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged a **Waterline Easement** which is more particularly described as follows;

*A waterline easement being a part of Lot C-102, Daybreak Village 7A Plat 3 Subdivision recorded May 18, 2020 as Entry No. 13272988 in Book 2020 of Plats, at Page 118 in the Office of the Salt Lake County Recorder. Said easement is located in the Southwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and described as follows:*

**Beginning** at a point which is 160.86 feet S.  $36^{\circ}32'51''$  E. along the easterly lot line of said Lot C-102 and 21.66 feet S.  $53^{\circ}26'56''$  W. from the northerly corner of said Lot C-102; thence S.  $36^{\circ}33'04''$  E. 15.00 feet; thence S.  $53^{\circ}26'56''$  W. 19.88 feet; thence S.  $36^{\circ}32'52''$  E. 321.78 feet; thence S.  $50^{\circ}08'34''$  E. 4.11 feet to a point of non-tangency with a 552.46 feet radius curve to the left, concave Southeast (Radius point bears S.  $46^{\circ}13'25''$  E.); thence Southwesterly 15.02 feet along the arc of said curve, through a central angle of  $01^{\circ}33'29''$  (chord bears S.  $42^{\circ}59'51''$  W. 15.02 feet); thence N.  $50^{\circ}08'34''$  W. 5.08 feet; thence N.  $36^{\circ}32'52''$  W. 44.92 feet; thence S.  $53^{\circ}26'58''$  W. 7.60 feet; thence N.  $36^{\circ}33'02''$  W. 18.00 feet; thence N.  $53^{\circ}26'58''$  E. 7.60 feet; thence N.  $36^{\circ}32'52''$  W. 15.09 feet; thence S.  $53^{\circ}26'58''$  W. 61.11 feet; thence N.  $36^{\circ}33'02''$  W. 15.00 feet; thence N.  $53^{\circ}26'58''$  E. 61.11 feet; thence N.  $36^{\circ}32'52''$  W. 245.56 feet; thence N.  $53^{\circ}26'55''$  E. 34.88 feet to the **Point of Beginning**.

The above-described easement contains 6,485 square feet in area or 0.149 acre, more or less.

**EXHIBIT B:** By this reference, made a part hereof.

**BASIS OF BEARING:** S.  $89^{\circ}55'30''$  E. per said Daybreak Village 7A Plat 3 Subdivision along a monument line between the Southwest corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and the Southeast Corner of Section 19, Township 3 South, Range 1 West, Salt Lake Base and Meridian.

COURTESY RECORDING  
This Document is being recorded solely as a courtesy and an accommodation to the parties named herein. METRO NATIONAL TITLE hereby expressly disclaims any responsibility or liability to the accuracy of the content thereof.

**GRANTEE** reserves said Waterline Easement, so long as such facilities shall be required, with the right of ingress and egress to said GRANTEE, it's officers, employees, representatives, agents, and

assigns to enter upon the above described easement with such equipment as is necessary to construct, install, operate, maintain, repair, inspect, protect, remove, replace and access said water system appurtenant facilities.

**GRANTOR** shall have the right to use premises except for the purpose for which this waterline easement is granted to the said GRANTEE, provided such use shall not interfere with the waterline or any other rights granted to GRANTEE hereunder. This waterline easement shall be binding upon, and inure to the benefit of the successors and assigns of GRANTOR and may be assigned in whole or part by the GRANTEE.

**GRANTOR** makes no warranties or representations concerning the Easement hereby granted, or its suitability for the intended use, the cost of maintenance or otherwise.

#### **MUTUAL INDEMNITY.**

a. Grantee shall defend, indemnify, and hold Granter 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 Granter or its agents in exercising its right under this Agreement.

**Parcel Numbers: 26-24-301-008**

IN WITNESS WHEREOF, the Grantors have executed this Access and Utility Easement this 31st day of OCTOBER, 2022.

DAYBREAK STORAGE, LLC

By: [Signature]  
Name: Victor M. Kimball

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

On the 31st day of OCTOBER, 2022, personally appeared before me, Victor Kimball, who being duly sworn, did say that he is the signer of the foregoing instrument and record owner of said property, who duly acknowledged to me the he executed the same on behalf of DAYBREAK STORAGE, LLC.



M. Carmen Martinez  
Notary Public


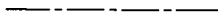




My commission Expires:

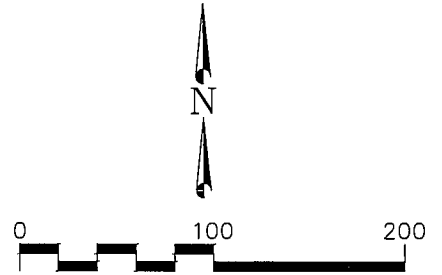
4/28/2024

Residing at:

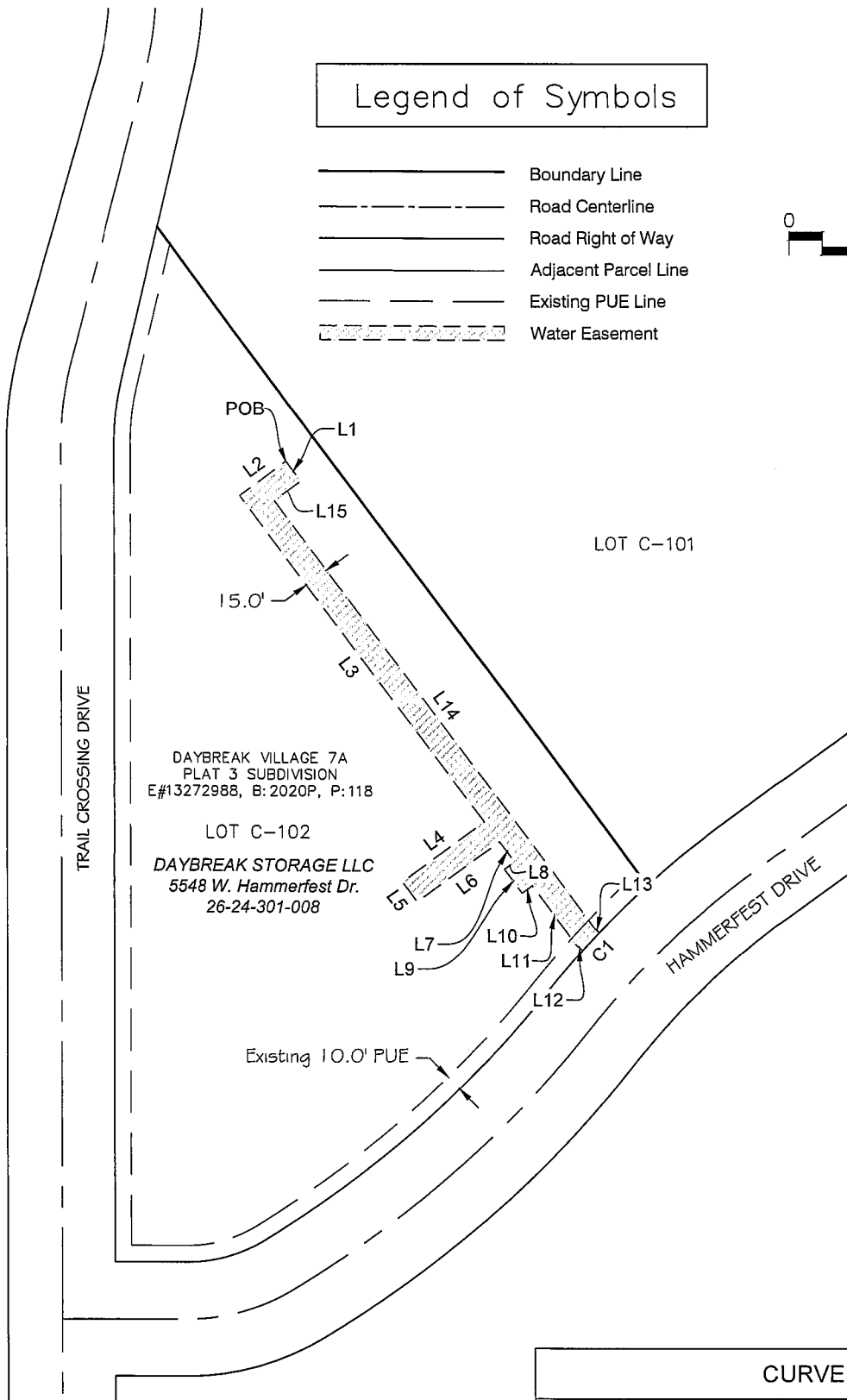
SALT LAKE CITY, UT

### Legend of Symbols

-  Boundary Line
-  Road Centerline
-  Road Right of Way
-  Adjacent Parcel Line
-  Existing PUE Line
-  Water Easement



Scale in Feet  
1"=100'



DAYBREAK VILLAGE 7A  
PLAT 3 SUBDIVISION  
E#13272988, B: 2020P, P:118

LOT C-102  
DAYBREAK STORAGE LLC  
5548 W. Hammerfest Dr.  
26-24-301-008

LINE TABLE		
LINE #	LENGTH	BEARING
L1	15.00	S36° 33' 04"E
L2	34.88	N53° 26' 55"E
L3	245.56	N36° 32' 52"W
L4	61.11	N53° 26' 58"E
L5	15.00	N36° 33' 02"W
L6	61.11	S53° 26' 58"W
L7	15.09	N36° 32' 52"W
L8	7.60	N53° 26' 58"E
L9	18.00	N36° 33' 02"W
L10	7.60	S53° 26' 58"W
L11	44.92	N36° 32' 52"W
L12	5.08	N50° 08' 34"W
L13	4.11	S50° 08' 34"E
L14	321.78	S36° 32' 52"E
L15	19.88	S53° 26' 56"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	15.02	552.46	1°33'29"	S42° 59' 51"W	15.02

## EXHIBIT "B"

Lot C-102 Daybreak Village 7A  
Plat 3 Subdivision Water Easement

Assessor Parcel No:  
26-24-301-008

Part of the Southwest Quarter  
Sec. 24, T.3S., R.2W., S.L.B.&M.

PREPARED BY:



10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095  
Phone: 435-503-7641

October 25, 2022

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