

19NF

WHEN RECORDED RETURN TO:

Herriman City  
5355 W. Herriman Main St.  
Herriman, Utah 84096  
Attn: City Recorder

14073425 B: 11401 P: 5536 Total Pages: 19  
02/17/2023 11:25 AM By: ECarter Fees: \$0.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: HERRIMAN  
5355 W HERRIMAN MAIN ST HERRIMAN, UT 84096



Space above for County Recorder's Use

**EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT (this "Agreement") is made effective as of the 9th day of February, 2023 (the "Effective Date"), by and between DAI Rosecrest, a Limited Liability Company ("Grantor"), and Herriman City, a Utah municipal corporation ("Grantee"), with reference to the following facts:

- A. Grantor owns certain real property located in Salt Lake County, Utah ("Grantor Property").
- B. Grantee intends to design, construct and operate a culinary Water Storage Facility (defined below) on certain real property, located adjacent to or near the Grantor Property.
- C. In connection with the Water Storage Facility, including for purposes of connecting it to the Grantee's culinary water system, Grantee desires to obtain from Grantor certain non-exclusive easements on portions of the Grantor Property and Grantor is willing to grant to Grantee the easements subject to the terms and conditions of this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

- 1. Definitions. In addition to the terms defined elsewhere in this Agreement, for purposes of this Agreement, the following terms are defined as follows:
  - (a) "Access Easement" means a non-exclusive easement and right-of-way for individual and vehicular use for the purpose of access to the Water Storage Facility.
  - (b) "Easement" or "Easements" means individually the Waterline Easement, the Access Easement, or the Temporary Construction Easement and collectively the Waterline Easement, the Access Easement, and Temporary Construction Easement.
  - (c) "Easement Parcel" means those portions of the Grantor Property shown on the attached Exhibit B as the Easement Parcel.
  - (d) "Environmental Law" means all applicable Laws now existing or hereafter promulgated by any governmental body that relate in each case to the protection of the environment including without limitation, environmental, health or safety laws, regulations,

governmental authorizations, ordinances, and rules, and the common law relating to the use, refinement, recycling, handling, treatment, removal, storage, production, manufacture, transportation, disposal, emissions, discharges, releases or threatened releases of Hazardous Substances, or otherwise relating to pollution or protection of human health or the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes into the environment (including, without limitation, ambient air, soil, surface water, ground water, wetlands, natural resources, land surface or subsurface strata), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of pollutants, contaminants, chemicals or industrial, toxic or Hazardous Substances or wastes, as the same may be amended or modified, and as now existing or hereafter adopted.

(e) **“Grantee Facilities”** means collectively the Waterline, and any and all other facilities, equipment, accessories and improvements installed, owned or operated by Grantee on the Easement Parcel.

(f) **“Grantee Parties”** means Grantee and its parents, subsidiaries and affiliates and each of their respective directors, officers, employees, agents, contractors, subcontractors, advisors, consultants, representatives and invitees.

(g) **“Grantor Parties”** means Grantor and its parents, subsidiaries and affiliates and each of their respective directors, officers, employees, agents, contractors, subcontractors, advisors, consultants, representatives and invitees

(h) **“Hazardous Substances”** will be interpreted broadly to include any material or substance that is defined, regulated or classified under Environmental Laws, including without limitation, as: (i) a “hazardous substance” pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601(14), section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, as now or hereafter amended; (ii) a “hazardous waste” pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6903, 6921, as now or hereafter amended; (iii) a toxic pollutant under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(a)(1); (iv) a “hazardous air pollutant” under section 112 of the Clean Air Act, 42 U.S.C. § 7412, as now or hereafter amended; (v) a “hazardous material” under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. § 1802(4), as now or hereafter amended; (vi) a toxic or hazardous material or substance pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; (vii) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future; or (viii) any substance or energy that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities. Hazardous Substances specifically includes asbestos, polychlorinated biphenyls, radioactive materials including naturally occurring radionuclides, petroleum and petroleum-based derivatives, and urea formaldehyde.

(i) **“Laws”** means collectively all present and future federal, state and local laws, orders, rules, regulations and requirements of every duly constituted government authority, agency or instrumentally, that are applicable in respect of this Agreement.

(j) **“Party”** or **“Parties”** means individually Grantor or Grantee and collectively Grantor and Grantee.

(k) **“Temporary Construction Easement”** means a temporary, non-exclusive easement for construction.

(l) **“Waterline”** means one underground water pipeline.

(m) **“Waterline Easement”** means a non-exclusive easement for the temporary waterline.

(n) **“Water Storage Facility”** means the culinary water storage tank, outbuildings, security fence, piping, equipment, accessories and other improvements that Grantee intends to install, own or operate.

2. Grant of Easements. Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants and conveys against all those claiming by, through or under Grantor to Grantee, the following easements:

(a) The Waterline Easement on, over, under, across and through the Easement Parcel for the sole purposes of installing, operating, maintaining, repairing and replacing the Waterline and the Grantee Facilities related to the Waterline, for the delivery of water to and from the Water Storage Facility to Grantee’s existing culinary water system.

(b) The Access Easement for the purpose of installing, constructing, operating, inspecting, maintaining, repairing and replacing the Water Storage Facilities, Waterline, and Grantee Facilities and equipment, including the right of ingress and egress thereto, limited to access only by the officers, managers, consultants and contractors of the Grantee, said access to be situated on, over, across and through the Easement Parcel.

(c) The Temporary Construction Easement over, across, under and through the Easement Parcel as reasonably necessary to facilitate the construction of the Water Storage Facilities and Waterline. This temporary construction easement will automatically expire upon completion of the construction.

3. Grantee Use. Grantee’s use of the Easements will be undertaken in a manner calculated to cause the least inconvenience to the ownership, use and enjoyment by Grantor of the Easement Parcel and other property of Grantor. In exercising its use of the Easements, Grantee will take all reasonable and necessary measures to avoid injury to persons or damage to property and for the discharge of water from the Water Storage Facility.

4. Condition of Easement Parcel. Grantee accepts the Easement Parcel and all aspects thereof **“AS IS”**, **“WHERE IS”**, without representations or warranties, either express or implied, **“with all faults”**, including but not limited to both latent and patent defects, and the existence of

Hazardous Substances, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and use of the Easement Parcel, including, but not limited to any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easements are granted to Grantee subject to: (a) any state of facts which an accurate survey or physical inspection of the Easement Parcel might show; (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction over the Easement Parcel; and (c) all reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

5. **Reservation.** Grantor reserves the right to use the Easement Parcel, to place or grant other easements on, along, across, or under the Easement Parcel, and to otherwise make improvements to the Easement Parcel, provided that the Grantor will not unreasonably interfere with Grantee's use of the Easements.

6. **Relocation of Easements.** Grantor will have the right, from time to time, upon 120 days written notice to Grantee, to relocate the Grantee Facilities in whole or part to other portions of the Grantor Property as may be determined by Grantor in its sole discretion so long as Grantor provides Grantee reasonable alternative easements for the Waterline and access to the Water Storage Facilities, and so long as the relocation does not materially impede, deprive or diminish Grantee's use or enjoyment of the Easements for the purposes granted in this Agreement. Subject to the provisions of this Section 6, Grantee shall have up to 18 months from the time of the written notice to relocate the Grantee Facilities. The Parties will cooperate in the relocation of all or part of the Grantee Facilities to minimize extended or unreasonable interruptions of the connection of the Water Storage Facility to the Grantee's existing culinary system. Grantor and Grantee will execute, acknowledge and record an amendment to this Agreement in order to identify and describe the real property that is subject to each relocated easement and in order to release from the burden of the Easements the portions of the Easement Parcel that are no longer subject to the Easements.

7. **Term.** This Agreement together with the Easements and rights set forth herein will terminate upon 12 months written notice from Grantor to Grantee, if Grantee abandons or ceases operating the Grantee Facilities for a period of 24 months or more after the Grantee Facilities are fully installed and operated as a part of the Grantee's culinary water system. Upon an event of termination set forth above, Grantor and Grantee will execute and record an instrument terminating this Agreement. Grantee will, at its sole cost and expense, within six months of termination remove the Grantee Facilities and restore the Easement Parcel to substantially the same condition as existed as of the Effective Date.

8. **Improvements; Maintenance.** Grantee expressly acknowledges and agrees that it will not install the Grantee Facilities or any other improvements within the Easement Parcel without first providing to Grantor for review and approval the plans and specifications for the Grantee Facilities or other improvements, which approval Grantor will not unreasonably withhold, condition or delay. Upon completion of any activities which disturb the surface of the Easement Parcel and/or any authorized portion of the Grantor Property, Grantee will promptly restore such property to its condition immediately prior to such activities. Grantee will give 30 days prior

written notice (except in an emergency, in which case Grantee will give as much notice as is practicable under the circumstances) of its intent to construct, maintain, remove or replace any improvements if such activities would cause any disturbance of the surface of the Grantor Property, and Grantee will perform those activities expeditiously and will take reasonable efforts to minimize any disruption of operations on the Grantor Property caused by the activities. Upon Grantor's request, Grantee will, at its sole cost and expense, deliver to Grantor an accurate ALTA/NSPS survey (with Table A items) of the as-built Grantee Facilities within the Easement Parcel. Grantee, at Grantee's sole cost and expense, will at all times keep and maintain the Grantee Facilities in good condition and repair. Grantee, at Grantee's sole cost and expense, will be solely responsible for the construction, inspection, repair and replacement of the Grantee Facilities and Grantee acknowledges and agrees that Grantor will have no responsibility whatsoever to maintain, repair or replace any portion of the Easement Parcel or the Grantee Facilities.

9. Compliance with Law; Mechanics' Liens. Grantee will comply with all applicable Laws and will be responsible for obtaining all necessary permits or governmental approvals required in connection with the use, maintenance, repair and/or replacement of the Grantee Facilities. Grantee will at all times keep the Easement Parcel and the Grantor Property free from mechanics' liens or similar liens arising on account of or resulting from any act by or on behalf of Grantee. In the event any mechanics' lien or similar lien is recorded against the Easement Parcel or the Grantor Property or any portion thereof on account of any act by or on behalf of Grantee, Grantee will, within 30 days of discovery by Grantee or receipt of notice from Grantor, cause such mechanics' lien to be removed from the Easement Parcel. Grantee will indemnify and hold Grantor harmless from any liability for the payment of such liens.

10. Insurance and Indemnity. At all times while this Agreement is in effect, Grantee will maintain a policy of commercial general liability insurance (in a form reasonably acceptable to Grantor) with respect to the Easement Parcel and Grantee's activities thereon, written on an occurrence basis and including contractual liability coverage to cover Grantee's indemnity obligations hereunder. Such policy will have a limit of liability of at least \$1,000,000.00 combined single limit per occurrence. Grantor may require by written notice a reasonable increase in the insurance limits specified in this Section 10 based on inflation or commercial adequacy. Such policy will name Grantor as an additional insured. Within 10 days after request by Grantor, Grantee will provide to Grantor evidence of insurance meeting the requirements of this Section. In the event Grantee fails to obtain and maintain insurance, or to provide evidence thereof, as required herein, Grantor will have the right, but not the obligation, to purchase such insurance in its own name or in the name of Grantee, and Grantee will reimburse Grantor for the cost of such insurance on demand. Grantee will indemnify, defend, and hold harmless Grantor and the Grantor Parties from and against any and all losses, claims, actions, damages, liabilities, penalties, fines, or expenses of any nature whatsoever, including, without limitation, reasonable attorneys' fees and costs on account of mechanics' lien claims, injury to persons, the death of any person, or damages to property (collectively, "Claims") arising from the use by Grantee and/or the Grantee Parties of the Easement Parcel, except to the extent any such Claims are caused by the gross negligence or willful misconduct of Grantor. Grantor, at Grantee's expense, will have the right to participate in the defense of any Claim to the extent of Grantor's interest

11. Environmental.

(a) Except in compliance with all applicable Laws, including all applicable Environmental Laws, Grantee will not create, generate, store, treat, emit, dispose of, discharge, release, threaten to release, or permit to be created, generated, stored, treated, emitted, disposed of, discharged, released, or threatened to be released any Hazardous Substances on, over or under the Easement Parcel, or any property adjacent thereto. If Grantee breaches any of its obligations set forth in this Section, Grantee will, upon Grantor's request and at Grantee's sole cost and expense, promptly and diligently undertake, perform and complete any and all corrective action or response, removal or remedial activities necessary to remove, remediate and eliminate any and all Hazardous Substances and to obtain certification from the appropriate governmental authorities that such corrective action, response, removal, remediation and elimination are complete.

(b) Grantee will indemnify, defend and hold harmless Grantor and the Grantor Parties from and against any and all Claims suffered, incurred by or asserted against the Grantor and the Grantor Parties arising from or relating to access to, use of, or activities on Easement Parcel by Grantee or the Grantee Parties, including but not limited to, the discharge of Hazardous Substances or the violation of, or failure to comply with governmental permits or requirements, excluding only Claims arising from the gross negligence or willful misconduct of Grantor or the Grantor Parties.

12. Default. If Grantee fails to cure a default hereunder within 90 days (or such longer period as may reasonably be required to cure such default, provided that cure has commenced and Grantee is diligently proceeding to complete such cure) after receiving written notice thereof from Grantor, Grantor will be entitled to exercise all remedies provided by law or in equity to the same extent as if fully set forth herein word for word. Notwithstanding the foregoing, Grantor will not exercise the right to terminate the Easement so long as Grantor is fully compensated for any and all damages and Grantee is obligated to perform its obligations and abide by the terms and conditions of this Agreement through specific performance or similar remedy. No remedy herein conferred upon, or reserved to Grantor will exclude any other remedy herein, by law or in equity, but each will be cumulative.

13. Costs and Expenses and Limitation on Damages. In the event of a breach in any of the covenants or agreements contained herein, the breaching Party will pay all costs and expenses, including reasonable attorneys' fees and experts' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. Notwithstanding any other provisions of this Agreement to the contrary, and to the fullest extent permitted by law, under no circumstances will Grantor be liable for any consequential, exemplary, punitive, special, indirect or incidental damages or economic losses arising out of any claim, demand, or action brought with respect to this Agreement.

14. Mutuality; Runs With the Land.

(a) The Easements, rights and obligations granted or created hereby are appurtenances to the Parcels and none of the easements, rights or obligations may be transferred, assigned or encumbered except as an appurtenance to such Parcels. For the purposes of the Easements and rights set forth herein, the Grantee Property will constitute the dominant estate, and the Easement Parcel will constitute the servient estate.

(b) The Easements and rights contained in this Agreement (whether affirmative or negative in nature) (i) will constitute covenants running with the land; (ii) will bind every person having a fee, leasehold or other interest in any portion of the Parcel at any time or from time to time to the extent such portion is affected or bound by the Easements or right in question, or to the extent that easement or right is to be performed on such portion; and (iii) will inure to the benefit of and be binding upon the Parties and their respective successors and assigns as to their respective Parcels.

15. Notices. All notices required to be given under this Agreement will be in writing and will be transmitted either by personal delivery, a reputable overnight courier which keeps receipts of delivery (such as Federal Express), or through the facilities of the United States Post Office, postage prepaid, certified or registered mail, return receipt requested. Any such notice will be effective upon delivery, if delivered by personal delivery or overnight courier, and seventy-two (72) hours after dispatch, if mailed in accordance with the above. Notices to the respective Parties will be sent to the following addresses:

To Grantor: DAI Rosecrest LLC  
14034 S 145 E, Suite #204  
Draper, UT 84020  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Grantee: Justun Edwards  
Public Works Director  
5355 W. Herriman Main Street  
Herriman, UT 84096  
[jedwards@herriman.org](mailto:jedwards@herriman.org)

With a copy to: Todd Sheeran  
City Attorney  
5355 W. Herriman Main Street  
Herriman, UT 84096  
[tsheeran@herriman.org](mailto:tsheeran@herriman.org)

16. General Provisions.

(a) Not a Public Dedication. Nothing contained in this Agreement will be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes

expressed herein.

(b) Incorporation of Recitals and Exhibits. The Recitals set forth above and the Exhibits attached to this Agreement are each incorporated into the body of this Agreement as if set forth in full herein.

(c) Interpretation. The paragraph headings in this Agreement are for convenience only and will not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement will include the plural, where the context is otherwise appropriate.

(d) Further Assurances. Grantee, from time to time, will execute, acknowledge, subscribe and deliver to or at the request of Grantor such documents and further assurances as Grantor may reasonably require for the purpose of evidencing, preserving or confirming the agreements contained herein.

(e) No Waiver. Failure of a Party to insist upon strict performance of any provisions of this Agreement will not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement will be waived unless such waiver is in writing and signed by the Party alleged to have waived its rights.

(f) Severability. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

(g) No Relationship. The Parties will not, by virtue of this Agreement nor by the act of any Party, be deemed principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

(h) Binding Effect. This Agreement will be binding upon and will inure to the benefit of the Parties hereto and their heirs, personal representatives, successors and assigns. All provisions of this Agreement, including the benefits and burdens, run with the land and are binding upon and inure to the benefit of the respective assigns and successors of the Parties.

(i) Third Party Rights. Nothing in this Agreement, expressed or implied, is intended to confer any rights upon any person or entity other than the Parties and their successors and assigns.

(j) Amendment. No modification of this Agreement will be made or effective unless and until such modification is made in writing and executed by the Grantee and Grantor, or their successors or assigns.

(k) Entire Agreement. This Agreement constitutes the sole agreement between the Parties and supersedes any and all other agreements, whether oral or written, with respect to the obligations identified herein. The Parties acknowledge that no representations, inducements,



promises, or agreements, whether oral or otherwise, have been made by any Party or anyone acting on behalf of any Party which is not embodied herein; and that no other agreement, statement, or promise not contained in this Agreement regarding the provisions of this Agreement will be valid or binding.

(l) Applicable Law. This Agreement will be construed, administered and enforced according to the laws of the State of Utah, venue being Salt Lake County.

(m) Authority. Each individual executing this Agreement represents and warrants: (i) that he or she is authorized to do so on behalf of the respective Party to this Agreement; (ii) that he or she has full legal power and authority to bind the respective Party in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority; and (iii) that the execution, delivery, and performance by the respective Party of this Agreement will not constitute a default under any agreement to which such Party is a party.

(n) Counterparts. This Agreement may be executed in any number of counterpart originals, each of which will be deemed an original instrument for all purposes, but all of which will comprise one and the same instrument.

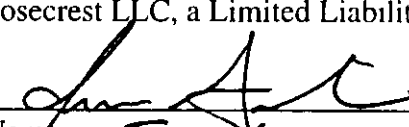
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates below written to be effective as of the Effective Date.

**GRANTOR:**

DAI Rosecrest LLC, a Limited Liability Company

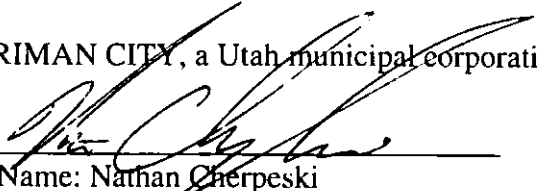
Date: FEBRUARY 9, 2023

By:   
Print Name: JIM MILLER  
Title: MANAGER

**GRANTEE:**

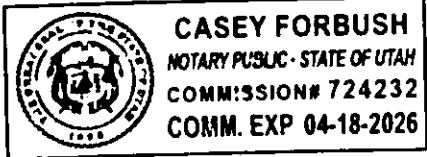
HERRIMAN CITY, a Utah municipal corporation

Date: February 13, 2023

By:   
Print Name: Nathan Cherpeski  
Title: City Manager

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

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of February, 2023, by Jim Giles, as manager of D&F Rosecrest LLC, a limited liability company



[Signature]  
NOTARY PUBLIC  
Residing at: Salt Lake

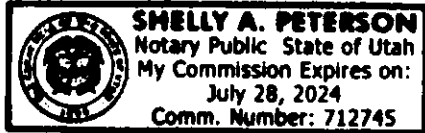
My Commission Expires:  
4/18/2026

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

3 The foregoing instrument was acknowledged before me this 13 day of February, 2027, by Nathan Cherpeski as City Manager of HERRIMAN City, a Utah municipal corporation.

[Signature]  
NOTARY PUBLIC  
Residing at: Herriman City

My Commission Expires:  
July 28, 2024



**EXHIBIT A  
TO  
EASEMENT AGREEMENT**

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Legal Description of the Easement Parcel

The real property referenced in the foregoing instrument as the Easement Parcel is located in Salt Lake County, Utah and is more particularly described as:

**LEGAL DESCRIPTION(S)  
PREPARED FOR  
DAI ROSECREST, LLC  
Herriman, UTAH  
Rev. February 8, 2023  
20-0294**

**TEMPORARY WATERLINE,  
CONSTRUCTION, & ACCESS EASEMENT 1**

A part of the Northwest Quarter of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian, located in Herriman City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point along the Southerly boundary line of that Special Warranty Deed recorded June 24, 2014 as Entry No. 11870532 in Book 10240 at Page 4055, said point also being  $S0^{\circ}31'33''W$  1767.69 feet along the Quarter Section line and  $N89^{\circ}28'27''W$  916.76 feet from the North Quarter Corner of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence along said Deed  $S89^{\circ}07'29''W$  68.30 feet; thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 803.00 feet (radius bears:  $N27^{\circ}23'23''E$ ) a distance of 21.15 feet through a central angle of  $01^{\circ}30'33''$  Chord:  $N61^{\circ}51'20''W$  21.15 feet; thence  $N61^{\circ}06'04''W$  331.87 feet to the Easterly boundary line of that Warranty Deed recorded June 1, 2007 as Entry No. 10119059 in Book 9472 at Page 5050; thence along said Deed  $N00^{\circ}11'39''W$  34.33 feet; thence  $S61^{\circ}06'04''E$  348.57 feet; thence along the arc of a curve to the left with a radius of 773.00 feet a distance of 80.58 feet through a central angle of  $05^{\circ}58'21''$  Chord:  $S64^{\circ}05'15''E$  80.54 feet to the point of beginning.

Contains: 0.27 acres+/-

**LEGAL DESCRIPTION(S)  
PREPARED FOR  
DAI ROSECREST, LLC  
Herriman, UTAH  
Rev. February 8, 2023  
20-0294**

**TEMPORARY WATERLINE,  
CONSTRUCTION, & ACCESS EASEMENT 2**

A part of the Northwest Quarter of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian, located in Herriman City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point along the Southerly boundary line of that Special Warranty Deed recorded June 24, 2014 as Entry No. 11870532 in Book 10240 at Page 4055, said point also being S0°31'33"W 1707.08 feet along the Quarter section line and N89°28'27"W 482.84 feet from the North Quarter Corner of Section 17, Township 4 South, Range 1 West, Salt Lake Base and Meridian; thence along said Deed S89°07'29"W 30.27 feet; thence Northerly along the arc of a non-tangent curve to the right having a radius of 332.00 feet (radius bears: S83°33'35"E) a distance of 180.69 feet through a central angle of 31°10'57" Chord: N22°01'53"E 178.46 feet; thence N37°37'21"E 230.54 feet to the Westerly right-of-way of Mountain View Corridor; thence along said right of way S51°35'51"E 30.00 feet; thence S37°37'21"W 230.13 feet; thence along the arc of a curve to the left with a radius of 302.00 feet a distance of 160.50 feet through a central angle of 30°27'04" Chord: S22°23'49"W 158.62 feet to the point of beginning.

Contains: 0.28 acres+/-

33-17-100-024  
 WASATCH SOUTH  
 HILLS DEVELOPMENT  
 CO, LLC

MOUNTAIN VIEW CORRIDOR

(1) PROPOSED EASEMENT  
 LOCATION: 30' WATER LINE,  
 CONSTRUCTION, & ACCESS  
 EASEMENT (HATCHED AREA)  
 (A PART OF PARCEL:  
 33-17-176-008; DAI  
 ROSECREST, LLC)

EXISTING 20' WIDE PIPELINE  
 EASEMENT TO BE VACATED  
 ENTRY: 12538930

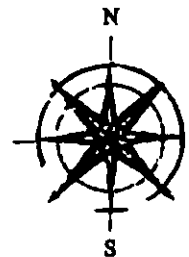
33-17-176-012  
 DAI ROSECREST,  
 LLC

33-18-400-008  
 SOUTH BENCH  
 INVESTMENT, LLC

(2) PROPOSED EASEMENT  
 LOCATION: 30' WATER LINE,  
 CONSTRUCTION, & ACCESS  
 EASEMENT (HATCHED AREA)  
 (A PART OF PARCEL:  
 33-17-176-012; DAI  
 ROSECREST, LLC)

EXISTING 20' WIDE PIPELINE  
 EASEMENT TO BE VACATED  
 ENTRY: 12538931

NOTE: EASEMENT WILL REMAIN  
 IN PLACE UNTIL THE ROADWAY  
 ON WHICH THE EASEMENT IS  
 LOCATED IS DEDICATED AS PUBLIC  
 RIGHT OF WAY OR RELEASED BY  
 HERRIMAN CITY.



**FOCUS.**  
 ENGINEERING AND SURVEYING, LLC  
 6949 S. H. OH TRENCH DRIVE SUITE 200  
 MIDVALE, UTAH 84047 PH: (801) 352-0075  
 www.focusnh.com

# WATERLINE EASEMENT EXHIBIT

Level: 05/17/2012  
 Scale: N.T.S.  
 Drawn: JFW  
 Job: 20-0794  
 Sheet:

01

**LEGAL DESCRIPTION  
PREPARED FOR  
DAI ROSECREST, LLC PROPERTY  
HERRIMAN, UTAH  
October 20, 2022  
20-0294**

**TEMPORARY WATERLINE,  
CONSTRUCTION, & ACCESS EASEMENT 3**

An easement located in the Northeast 1/4 of Section 18, Township 4 South, Range 1 West, Salt Lake Base & Meridian, situate in Herriman City, Salt Lake County, Utah, more particularly described as follows:

Beginning at a point along the easterly line of that Special Warranty Deed recorded December 23, 2020 as Entry No. 13511008 in Book 11087 at Page 1489 in the Salt Lake County Recorder's Office, said point also being located S0°54'21"E 1,405.83 feet along the Section line from the Northeast Corner of Section 18, Township 4 South, Range 1 West, Salt Lake Base & Meridian; thence along the easterly line of said deed S00°54'23"E 78.00 feet; thence S89°05'37"W 132.45 feet; thence along the arc of a curve to the left with a radius of 723.00 feet a distance of 188.24 feet through a central angle of 14°55'03" Chord: S81°38'06"W 187.71 feet; to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 1,027.00 feet a distance of 840.73 feet through a central angle of 46°54'14" Chord: N82°22'19"W 817.45 feet; to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 473.00 feet a distance of 220.53 feet through a central angle of 26°42'50" Chord: N72°16'37"W 218.54 feet to the westerly boundary line of that Warranty Deed recorded September 21, 2022 as Entry No. 14019385 in Book 11374 at Page 1013 in the Salt Lake County Recorder's Office; thence along said Deed the following two (2) courses: (1) N00°14'34"W 31.63 feet; thence (2) S89°07'59"E 194.99 feet; thence Southeasterly along the arc of a non-tangent curve to the right having a radius of 551.00 feet (radius bears: S24°46'08"W) a distance of 60.69 feet through a central angle of 06°18'41" Chord: S62°04'32"E 60.66 feet; to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 949.00 feet a distance of 776.88 feet through a central angle of 46°54'14" Chord: S82°22'19"E 755.37 feet; to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 801.00 feet a distance of 208.55 feet through a central angle of 14°55'03" Chord: N81°38'06"E 207.96 feet; thence N89°05'37"E 132.45 feet to the point of beginning.

Contains: 2.34 acres+/-

NORTHWEST CLOSING CORNER OF SECTION 17, T4S, R1W, SLB&M  
2" BRASS CAP & PIPE MONUMENT (FOUND)

N0°41'11"E 51.50' (NE COR. TO NW CLOSING COR.)

NORTHEAST CORNER OF SECTION 18, T4S, R1W, SLB&M  
STONE MONUMENT (FOUND)

R=801.00  
Δ=14°55'03"  
L=208.55  
CH=S81°38'06"W 207.96

R=949.00  
Δ=46°54'14"  
L=776.88  
CH=N82°22'19"W 755.37

33-18-226-001  
BOARD OF EDUCATION OF JORDAN SCHOOL DISTRICT

R=551.00  
Δ=6°18'41"  
L=60.69  
CH=N62°04'32"W 60.66

33-18-200-008 (PORTION)  
DAI ROSECREST, LLC  
WD: 14019285

8  
17

7  
18

(1405.83' TIE)

POINT OF BEGINNING

N0°54'23"W 78.00

(BASIS OF BEARING  
NE COR TO E 1/4  
COR.) MEASURED:  
N0°54'21"W 2,663.09'



S0°14'34"E 31.63

R=473.00  
Δ=26°42'50"  
L=220.53  
CH=S72°16'37"E 218.54

33-18-400-006  
SOUTH BENCH  
INVESTMENT, LLC

TEMPORARY WATERLINE, CONSTRUCTION, & ACCESS EASEMENT  
2.34 acres +/-

R=1027.00  
Δ=46°54'14"  
L=840.73  
CH=S82°22'19"E 817.45

R=723.00  
Δ=14°55'03"  
L=188.24  
CH=N81°38'06"E 187.71

S89°05'37"W 132.45  
N89°05'37"E 132.45

33-18-200-008 (PORTION)  
JNJB HERRIMAN, LLC,  
WD: 14019614

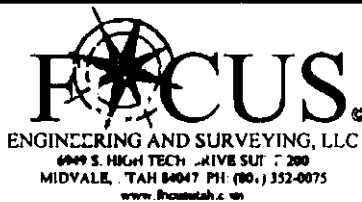
33-18-200-009  
DAI ROSECREST, LLC  
SWD: 13511008

33-18-200-008 (PORTION)  
DAI ROSECREST, LLC  
WD: 14019385

EAST 1/4 CORNER OF SECTION 18, T4S, R1W, SLB&M  
3" FLAT BRASS MONUMENT (FOUND)

18  
17  
18  
17

NOTE: TEMPORARY EASEMENT WILL REMAIN IN PLACE UNTIL THE ROADWAY ON WHICH THE EASEMENT IS LOCATED IS DEDICATED AS PUBLIC RIGHT OF WAY OR RELEASED BY HERRIMAN CITY.



# TEMPORARY WATERLINE EASEMENT EXHIBIT

Date	04/11/22
Scale	N.T.S.
Drawn	JPW
Proj	20-0794
Sheet	

01



**LEGAL DESCRIPTION  
PREPARED FOR  
DAI ROSECREST, LLC PROPERTY  
HERRIMAN, UTAH  
20-0294**

**WATERLINE,  
CONSTRUCTION, & ACCESS EASEMENT (4)**

A part of the Northwest Quarter of the Northeast Quarter of Section 18, Township 4 South, Range 1 West, Salt Lake Base & Meridian, situate in Herriman City, Salt Lake County, Utah, being a part of a parcel as described in that Special Warranty Deed recorded June 24, 2014 as Entry 11870532 in Book 10240 at Page 4055 in the Salt Lake County Recorder's Office, being more particularly described as follows:

Beginning at a point along the Westerly Boundary Line of Said Deed, said point also located S0°23'49"W 528.85 feet from the South 1/4 Corner of Section 18, Township 4 South, Range 1 West, Salt Lake Base & Meridian (Basis Of Bearing: S89°17'58"E 2638.47 between the NE Corner and N1/4 Corner of Section 18); thence Southeasterly along the arc to the left having a radius of 548.50 feet (radius bears: N59°59'30"E) a distance of 156.89 feet through a central angle of 16°23'20" Chord: S38°12'10"E 156.36 feet; thence S46°23'50"E 322.07 feet to the Easterly Boundary line of said Deed; thence along said Deed S00°13'55"W 73.06 feet; thence Northwesterly along the arc of a non-tangent curve to the left having a radius of 173.50 feet (radius bears: S45°40'08"W) a distance of 6.26 feet through a central angle of 02°03'59" Chord: N45°21'51"W 6.26 feet; thence N46°23'50"W 365.99 feet; thence along the arc of a curve to the right with a radius of 601.50 feet a distance of 90.80 feet through a central angle of 08°38'57" Chord: N42°04'22"W 90.71 feet to the Westerly Boundary line of Said deed; thence along said Deed N00°23'18"E 93.92 feet to the point of beginning.

Contains: 0.57 acres+/-

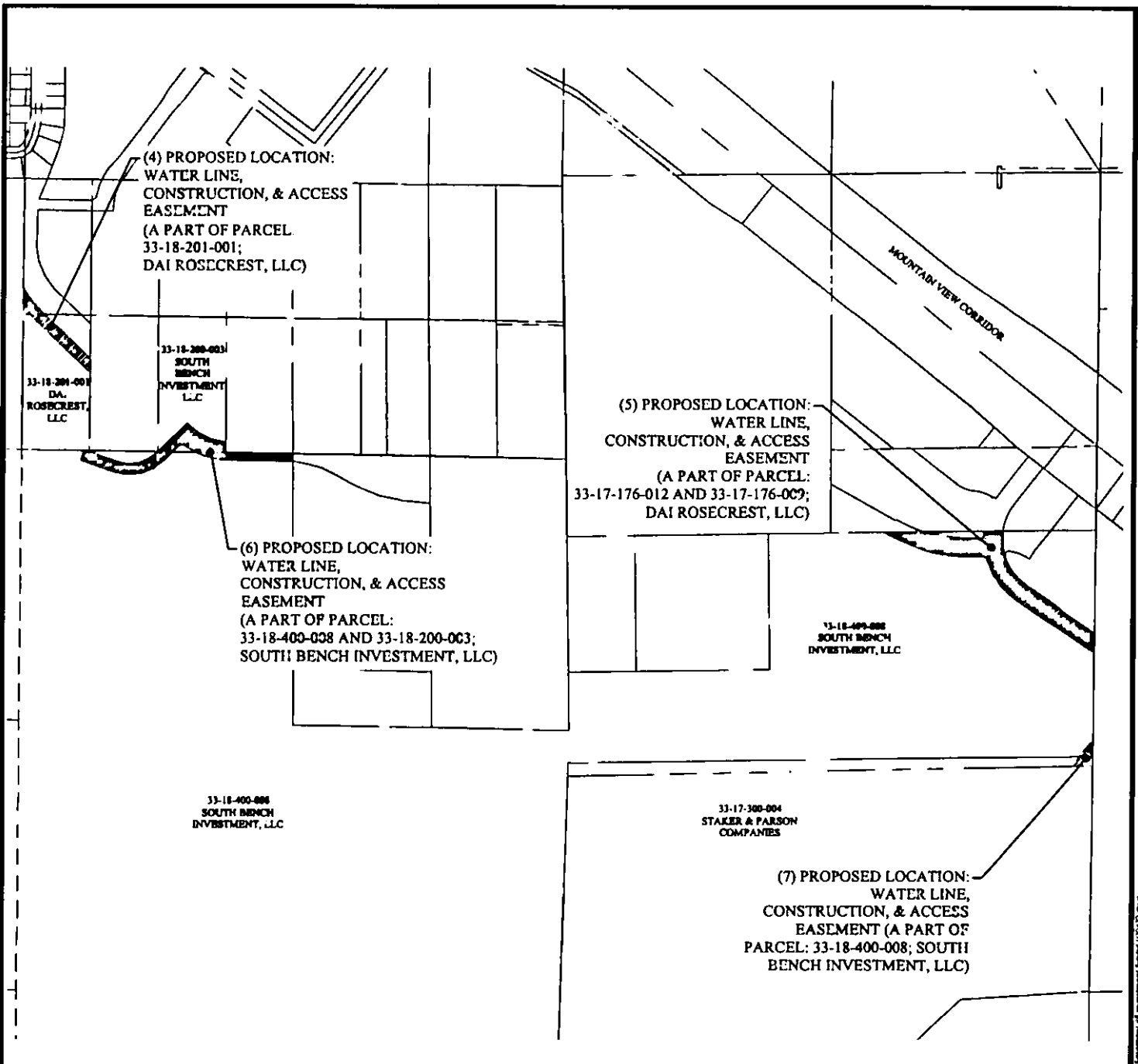
**LEGAL DESCRIPTIONS  
PREPARED FOR  
DAI ROSECREST, LLC  
HERRIMAN CITY, UTAH  
(February 18, 2022)  
20-0294**

**WATERLINE,  
CONSTRUCTION, & ACCESS EASEMENT (5)**

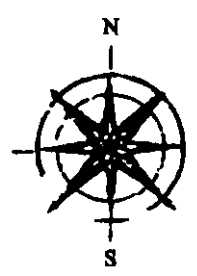
A part of the Northwest 1/4 of Section 17, Township 4 South, Range 1 West, Salt Lake Base & Meridian, situate in Herriman City, Salt Lake County, Utah, more particularly described as follows:

Beginning at the Southerly boundary line of that Special Warranty Deed Entry No. 13640112 dated April 22, 2021 recorded in the Salt Lake County Recorder's Office, Said point also located N88°45'22"E 1,559.33 feet along the 1/4 Section line and N01°14'38"W 934.94 feet from the West 1/4 Corner of Section 17, Township 4 South, Range 1 West, Salt Lake Base & Meridian; thence along said Deed N89°07'29"E 182.59 feet; thence Easterly along the arc of a non-tangent curve to the left having a radius of 749.00 feet (radius bears: N18°20'38"E) a distance of 14.30 feet through a central angle of 01°05'39" Chord: S72°12'11"E 14.30 feet; thence S81°25'26"E 51.25 feet; thence Easterly along the arc of a non-tangent curve to the left having a radius of 742.58 feet (radius bears: N13°20'40"E) a distance of 225.59 feet through a central angle of 17°24'21" Chord: S85°21'30"E 224.72 feet; thence Northeasterly along the arc of a non-tangent curve to the left having a radius of 20.00 feet (radius bears: N04°03'22"W) a distance of 28.86 feet through a central angle of 82°40'09" Chord: N44°36'33"E 26.42 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 362.00 feet a distance of 16.15 feet through a central angle of 02°33'23" Chord: N04°33'10"E 16.15 feet; thence N89°07'29"E 90.83 feet; thence Southeasterly along the arc of a non-tangent curve to the left having a radius of 272.00 feet (radius bears: S81°56'03"E) a distance of 301.32 feet through a central angle of 63°28'18" Chord: S23°40'12"E 286.15 feet; thence S55°24'21"E 168.12 feet; thence S50°38'32"E 72.25 feet; thence S55°24'21"E 168.64 feet to the Quarter Section line of section 17; thence along said Quarter Section line S00°31'33"W 94.45 feet; thence Northwesterly along the arc of a non-tangent curve to the left having a radius of 271.00 feet (radius bears: S37°01'12"W) a distance of 11.47 feet through a central angle of 02°25'33" Chord: N54°11'34"W 11.47 feet; thence N55°24'21"W 210.08 feet; thence N60°10'10"W 72.25 feet; thence N55°24'21"W 168.12 feet; thence along the arc of a curve to the right with a radius of 362.00 feet a distance of 246.85 feet through a central angle of 39°04'15" Chord: N35°52'13"W 242.10 feet to a point of reverse curvature; thence along the arc of a curve to the left having a radius of 20.00 feet a distance of 27.26 feet through a central angle of 78°05'55" Chord: N55°23'03"W 25.20 feet to a point of reverse curvature; thence along the arc of a curve to the right having a radius of 833.00 feet a distance of 258.39 feet through a central angle of 17°46'23" Chord: N85°32'49"W 257.36 feet; thence N68°39'40"W 56.95 feet; thence Northwesterly along the arc of a non-tangent curve to the right having a radius of 827.00 feet (radius bears: N17°14'59"E) a distance of 168.14 feet through a central angle of 11°38'57" Chord: N66°55'32"W 167.85 feet; thence N61°06'04"W 21.29 feet to the point of beginning.

Contains: 103.563 square feet or 2.38 acres+/-



NOTE: EASEMENT WILL REMAIN  
IN PLACE UNTIL THE ROADWAY  
ON WHICH THE EASEMENT IS  
LOCATED IS DEDICATED AS PUBLIC  
RIGHT OF WAY OR RELEASED BY  
HERRIMAN CITY.



**FOCUS**  
ENGINEERING AND SURVEY'NG, LLC  
6949 S. HIGH TECH DRIVE SUITE 200  
MIDVALE UTAH 84047 PH: (801) 352-0075  
www.focusnh.com

# WATERLINE EASEMENTS EXHIBIT

Date	06/14/22
Scale	AS SHOWN
Drawn	TRM
Check	JL/CM
Sheet	1