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West Jordan, Utah 84088

14216124 B: 11477 P: 7510 Total Pages: 6
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Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: NOVVA SLC COMMON, LLC
ATTN: JAKE POLTZ 6477 WELLS PARK ROAD WEST JORDAN, UT 84081



Portions of APN: 26-10-100-007

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 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 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.

Grantor shall not 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 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]

EXHIBIT "A"

Gardner Property PRV Water Easement

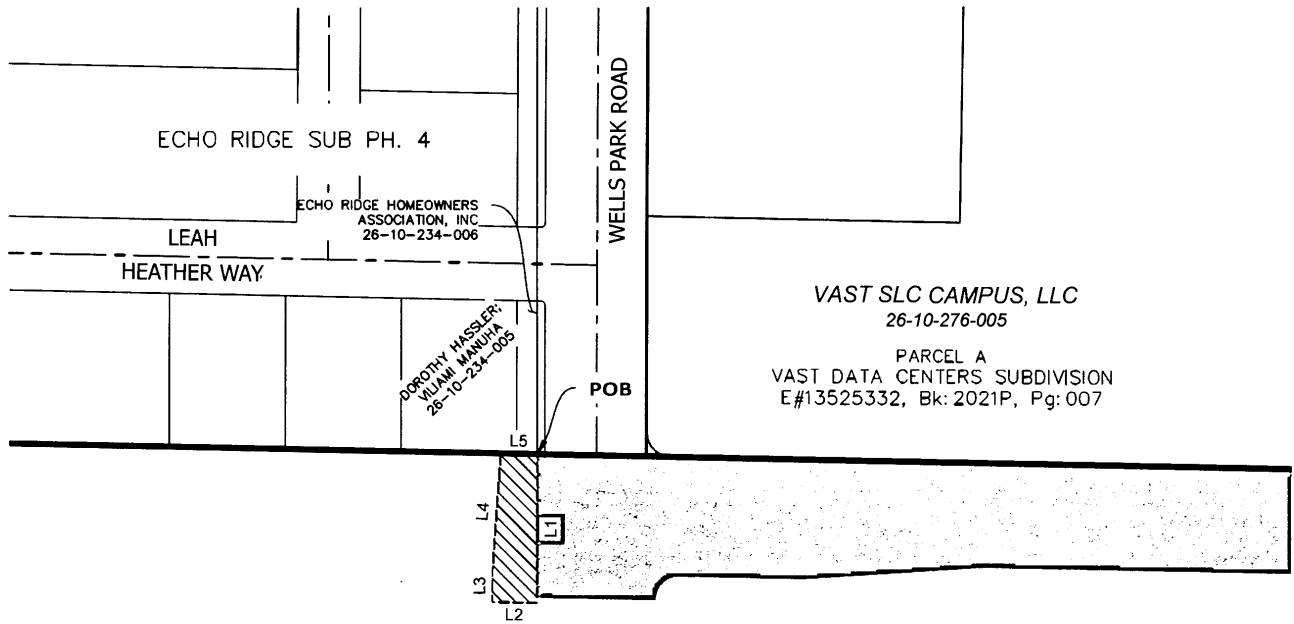
A PRV water easement lying within a portion of Parcel 26-10-100-007, located in the Northeast Quarter of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

Beginning at a point on the easterly line of said Parcel 26-10-100-007, said point also being 1301.63 feet S.01°04'37"W. along the East Section line and 1324.46 feet West from the Northeast Corner of Section 10 Township 3 South, Range 2 West, Salt Lake Base and Meridian; thence N.89°41'47"W. 100.17 feet; thence N.01°06'00"E. 30.00 feet; thence S.89°42'10"E. 21.69 feet; thence S.85°52'09"E. 78.58 feet to the easterly line of said Parcel 26-10-100-007; thence S.01°04'42"W. 24.76 feet along said easterly line to the **Point of Beginning**.





The above-described easement contains 2,800 sq. ft., or 0.064 acre. more or less.

EXHIBIT "A": By this reference, made a part hereof.

BASIS OF BEARING: S. 89°51'02" E. along the Section line per Vast Data Centers Subdivision with Entry No. 13525332, Book 2021P, Page 007 between the South Quarter Corner and the Southeast Corner of said Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian.



LEGEND

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

M H JONES FAMILY LLC;
V & M JONES FAMILY LLC
26-10-100-007

LINE TABLE		
LINE #	LENGTH	BEARING
L1	100.17	N89° 41' 47"W
L2	30.00	N1° 06' 00"E
L3	21.69	S89° 42' 10"E
L4	78.58	S85° 52' 09"E
L5	24.76	S1° 04' 42"W

EXHIBIT "B"

PREPARED BY:

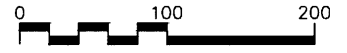


10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095
Phone: 435-503-7641

**GARDNER PROPERTY
PRV Water Easement**

Assessor Parcel No:
26-10-100-007

Northeast Quarter Sec. 10
Township 3 South, Range 2 West, S.L.B.&M.



Scale in Feet
1"=100'

November 27, 2023

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