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West Jordan City Recorder  
8000 South Redwood Road  
West Jordan, Utah 84088

14216126 B: 11477 P: 7523 Total Pages: 5  
03/14/2024 12:38 PM By: srigby Fees: \$40.00  
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: 26-10-276-005

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## TEMPORARY EXCLUSIVE WATERLINE EASEMENT

NOVVA SLC Common, LLC, a Delaware limited liability company, formerly known as VAST SLC Campus, LLC, a Delaware limited liability company (hereinafter 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 TEMPORARY EXCLUSIVE WATERLINE 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" or "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. 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 that may interfere with the use of said Easement by Grantee. Grantor reserves the right to occupy, use and cultivate said property for all purposes not inconsistent with the rights herein granted.

**This Temporary Easement shall automatically expire and terminate when a future City-approved public road is dedicated over the waterline described herein, with the road dedication being evidenced by a City-approved deed or subdivision plat being filed in the office of the Salt Lake County Recorder.**

This Easement shall be Exclusive in favor of Grantee until it is automatically terminated as described above, and until that time it shall constitute a dominant estate in relation to Grantor's remainder property, which shall constitute a servient estate to the rights described herein. As such, Grantor shall not build, nor grant others the right to 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 may, however, be crossed or covered with sidewalks, curb and gutter, roadways, or similar improvements; provided, however, that any such improvements are subject to review and written approval by the West Jordan City Engineer. 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.

Grantee assumes any and all risk in its use and enjoyment of this Easement 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, 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"

**Temporary Water Easement**

A temporary water easement being part of Parcel A, Vast Data Centers Subdivision recorded January 7, 2021 as Entry No. 13525332 in Book 2021 of Plats, at Page 007 in the Office of the Salt Lake County Recorder. Said easement is located in the East Half of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian and is described as follows:




Beginning at a point on a westerly line of said Parcel A, Vast Data Centers Subdivision, which is 840.74 feet S. 01°05'44" W. along said westerly line from the northwesterly corner of said Parcel A, thence S. 06°35'36" E. 216.90 feet to a point of tangency with a 772.76 – foot radius curve to the right, concave westerly (Radius point bears S. 83°23'25" W.); thence Southerly 104 05 feet along the arc of said curve, through a central angle of 07°42'52" (Chord bears S. 02°45'09" E. 103.97 feet); thence S. 01°06'58" W. 122.19 feet; thence S. 00°26'56" W. 15.47 feet; thence N. 89°33'04" W. 20.18 feet to and along the northerly right-of-way line of 9800 South Street; thence N. 01°06'09" E. 5.70 feet; thence N. 88°54'33" W. 15.95 feet to the westerly line of said Parcel A; thence N. 01°05'44" E. 20.00 feet along said westerly line; thence S. 88°54'33" E. 15.96 feet; thence N. 01°06'58" E. 112 20 feet to a point of tangency with a 752.73 – foot radius curve to the left, concave westerly (Radius point bears N. 88°53'43" W.); thence Northerly 101.35 feet along the arc of said curve, through a central angle of 07°42'52" (Chord bears N. 02°45'09" W. 101.27 feet); thence N. 06°35'36" W 68.77 feet to said westerly line of Parcel A; thence N. 01°05'44" E 149.48 feet along said westerly line to the **Point of Beginning**.

The above-described easement contains 7,986 Sq Ft., in area or 0 183 acre, more or less.

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

**BASIS OF BEARING:** S. 89°51'02" E. per said Vast Data Centers Subdivision along the Section line between the South Quarter and the Southeast Corner of Section 10, Township 3 South, Range 2 West, Salt Lake Base and Meridian.

**LEGEND**

-  Boundary
-  Adjacent parcel
-  Temp Water Easement

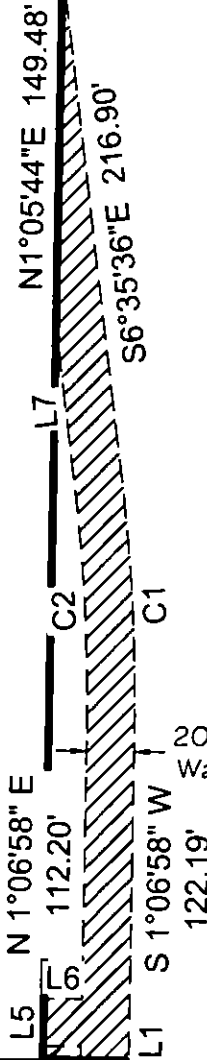
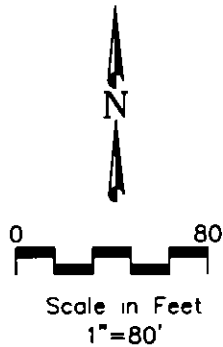
Existing 100' Utility Easement  
E#13054829  
# E#13877070

POB

M H JONES FAMILY LLC,  
V # M JONES FAM'LY LLC  
26-10-100-005

**VAST SLC CAMPUS LLC**  
26-10-276-005

PARCEL A  
2,192,481 SQ FT., 50.332 AC.  
6524 W OLD BINGHAM HIGHWAY  
6593 W WELLS PARK ROAD



20' Temporary Water Easement

LINE TABLE		
LINE #	LENGTH	BEARING
L1	15.47	S0° 26' 56"W
L2	20.18	N89° 33' 04"W
L3	5.70	N1° 06' 09"E
L4	15.95	N88° 54' 33"W
L5	20.00	N1° 05' 44"E
L6	15.96	S88° 54' 33"E
L7	68.77	N6° 35' 36"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHD BRG	CHD LEN
C1	104.05	772.76	7°42'52"	S2° 45' 09"E	103.97
C2	101.35	752.73	7°42'52"	N2° 45' 09"W	101.27

9800 SOUTH  
(Public Right-of-Way)

6600 WEST  
(Public Right-of-Way)

**EXHIBIT "B"**

VAST SLC CAMPUS LLC  
Temporary Water Easement

Assessor Parcel No.  
26-10-276-005

East Half of Section 10  
T 3S, R 2W, S.L.B & M

PREPARED BY



10718 South Beckstead Lane, Suite 102, South Jordan, Utah 84095

October 12, 2023

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