

Recording Requested by and
When Recorded, Mail To:

South Jordan City
Attn: Ryan Loose, Esq.
1600 West Towne Center Drive
South Jordan, Utah 84009

12674663
12/07/2017 11:26 AM \$0.00
Book - 10627 Pg - 2170-2185
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: CBA, DEPUTY - WI 16 P.

Tax Parcel Number(s): 26-14-100-025

WATERLINE EASEMENT AGREEMENT

THIS WATERLINE EASEMENT AGREEMENT (“**Agreement**”) dated SEPTEMBER 27, 2017, is made and entered into by and between **VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company, **VP DAYBREAK INVESTMENTS LLC**, a Delaware limited liability company (collectively, “**Grantor**”), and **SOUTH JORDAN CITY**, a Utah municipality (“**Grantee**”).

A. Grantor owns certain parcels of real property situated in Salt Lake County, Utah (collectively, the “**Property**”).

B. Grantor has agreed to grant Grantee a non-exclusive waterline easement on certain portions of the Property as more particularly hereinafter set forth below.

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 transmission pipelines, together with all related equipment, facilities and appurtenances connected therewith in, under, across, over and through those certain portions of the Property (the “**Easement Area**”) legally described in Exhibit “A”, attached hereto and incorporated herein by this reference. The Easement Area is also depicted on Exhibit “A”.

2. EASEMENT IS NON-EXCLUSIVE. The Easement granted herein 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, so long as it does not interfere with the rights granted to Grantee under this Agreement, and provided that Grantor shall not construct or cause the construction of any structures within the Easement Area.

4. REPAIR. Grantee shall promptly 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:


VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

By: Daybreak Communities LLC,
a Delaware limited liability company
Its: Project Manager

By: 
Ty McCutcheon, President & CEO

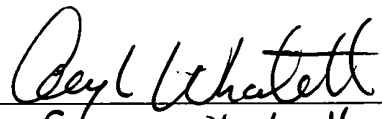
VP DAYBREAK INVESTMENTS LLC,
a Delaware limited liability company

By: Daybreak Communities LLC,
a Delaware limited liability company
Its: Project Manager

By: 
Ty McCutcheon, President & CEO

Grantee:

SOUTH JORDAN CITY,
a Utah municipality

By: 
Name: Gary L. Whatecott
Title: City Manager

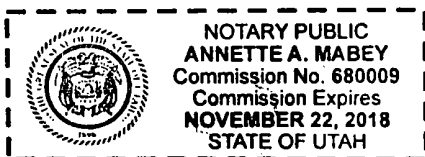
By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

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

On Sept 27th, 2017 personally appeared before me, a Notary Public, Ty McCutcheon, President and CEO of Daybreak Communities LLC, a Delaware limited liability company, the Project Manager of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company.

WITNESS my hand and official Seal.



Annette A. Mabe
Notary Public in and for said State

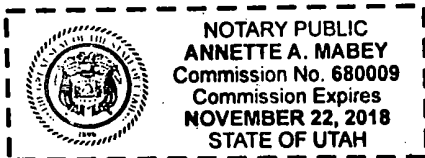
My commission expires: 11/22/2018

[SEAL]

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

On Sept 27th, 2017 personally appeared before me, a Notary Public, Ty McCutcheon, President and CEO of Daybreak Communities LLC, a Delaware limited liability company, the Project Manager of VP DAYBREAK INVESTMENTS LLC, a Delaware limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of VP DAYBREAK INVESTMENTS LLC, a Delaware limited liability company.

WITNESS my hand and official Seal.



Annette A. Mabe
Notary Public in and for said State

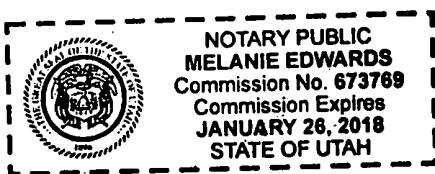
My commission expires: 11/22/2018

[SEAL]

ACKNOWLEDGMENT

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On November 6, 2017, personally appeared before me, a Notary Public,
GAM L. MATTHEW, the 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, 2018

[SEAL]

EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

ZONE 7 WATER TRANSMISSION LINE EASEMENT:

A fifteen (15) foot wide water line easement, located in the West Half of Section 14, Southeast Quarter of Section 15, East Half of Section 22 and the Southwest Quarter of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said easement being more particularly described as follows:

Commencing at the Southwest Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian (Basis of Bearing North 89°56'14" East – 2647.894 feet between the Southwest corner and the South Quarter corner of said Section 23) and running North 89°56'14" East along the south line of said Section 23 for 854.08 feet; thence North 00°03'46" West perpendicular to said south line for 1868.83 feet to the POINT OF BEGINNING; thence South 78°31'48" West for 186.94 feet; thence with a curve to the right having a radius of 476.50 feet with a central angle of 02°59'34" (chord bearing and distance of South 80°01'35" West – 24.89 feet) for an arc distance of 24.89 feet; thence South 81°31'22" West for 876.10 feet; thence with a curve to the right having a radius of 284.50 feet with a central angle of 08°05'41" (chord bearing and distance of South 85°34'12" West – 40.16 feet) for an arc distance of 40.19 feet; thence South 89°37'03" West for 244.79 feet; thence South 00°00'00" East for 85.49 feet; thence North 90°00'00" West for 15.00 feet; thence North 00°00'00" East for 85.39 feet; thence South 89°37'03" West for 69.94 feet; thence North 00°22'57" West for 15.00 feet; thence North 89°37'03" East for 70.04 feet; thence North 00°00'00" East for 1657.86 feet; thence North 90°00'00" West for 88.00 feet; thence North 00°00'00" East for 15.00 feet; thence North 90°00'00" East for 88.00 feet; thence North 00°00'00" East for 852.75 feet; thence with a curve to the right having a radius of 1482.50 feet with a central angle of 23°54'58" (chord bearing and distance of North 11°57'29" East – 614.34 feet) for an arc distance of 618.82 feet; thence North 23°54'58" East for 286.47 feet; thence with a curve to the left having a radius of 2017.50 feet with a central angle of 00°55'24" (chord bearing and distance of North 23°27'16" East – 32.52 feet) for an arc distance of 32.52 feet; thence with a non-tangent curve to the right having a radius of 782.50 feet whose center bears North 19°30'06" East with a central angle of 05°45'27" (chord bearing and distance of North 67°37'11" West – 78.60 feet) for an arc distance of 78.63 feet; thence North 25°15'33" East for 15.00 feet; thence with a non-tangent curve to the left having a radius of 767.50 feet whose center bears North 25°15'33" East with a central angle of 05°49'18" (chord bearing and distance of South 67°39'06" East – 77.95 feet) for an arc distance of 77.98 feet; thence with a non-tangent curve to the left having a radius of 2017.50 feet whose center bears North 67°26'02" West with a central angle of 35°35'17" (chord bearing and distance of North 04°46'19" East – 1233.08 feet) for an arc distance of 1253.13 feet; thence North 13°01'19" West for 219.87 feet; thence with a non-tangent curve to the right having a radius of 782.50 feet whose center bears North 14°26'03" West with a central angle of 06°07'20" (chord bearing and distance of South 78°37'37" West – 83.57 feet) for an arc distance of 83.61 feet; thence North 08°18'43" West for 15.00 feet; thence with a non-tangent curve to the left having a radius of 767.50 feet whose center bears North 08°18'43" West with a central angle of 06°09'00" (chord bearing and distance of North 78°36'47" East – 82.34 feet) for an arc distance of 82.38

feet; thence North 13°01'19" West for 136.70 feet; thence with a curve to the right having a radius of 982.50 feet with a central angle of 44°36'53" (chord bearing and distance of North 09°17'07" East – 745.87 feet) for an arc distance of 765.05 feet; thence with a compound curve to the right having a radius of 107.50 feet with a central angle of 23°02'53" (chord bearing and distance of North 43°07'00" East – 42.95 feet) for an arc distance of 43.24 feet; thence North 54°38'27" East for 259.20 feet; thence with a curve to the left having a radius of 242.50 feet with a central angle of 08°48'35" (chord bearing and distance of North 50°14'09" East – 37.25 feet) for an arc distance of 37.29 feet; thence North 45°49'51" East for 200.75 feet; thence with a curve to the left having a radius of 242.50 feet with a central angle of 15°18'07" (chord bearing and distance of North 38°10'48" East – 64.57 feet) for an arc distance of 64.76 feet; thence North 30°31'45" East for 147.08 feet; thence with a curve to the left having a radius of 142.50 feet with a central angle of 33°57'20" (chord bearing and distance of North 13°33'04" East – 83.22 feet) for an arc distance of 84.45 feet; thence North 03°25'36" West for 177.55 feet; thence with a curve to the right having a radius of 107.50 feet with a central angle of 31°36'28" (chord bearing and distance of North 12°22'38" East – 58.55 feet) for an arc distance of 59.30 feet; thence with a reverse curve to the left having a radius of 1517.50 feet with a central angle of 06°08'38" (chord bearing and distance of North 25°06'33" East – 162.64 feet) for an arc distance of 162.72 feet; thence North 22°02'14" East for 106.86 feet; thence with a curve to the right having a radius of 815.00 feet with a central angle of 17°26'34" (chord bearing and distance of North 30°45'31" East – 247.16 feet) for an arc distance of 248.11 feet; thence with a compound curve to the right having a radius of 257.50 feet with a central angle of 06°28'26" (chord bearing and distance of North 42°43'01" East – 29.08 feet) for an arc distance of 29.10 feet; thence North 45°57'14" East for 38.82 feet; thence with a curve to the left having a radius of 242.50 feet with a central angle of 07°29'01" (chord bearing and distance of North 42°12'44" East – 31.65 feet) for an arc distance of 31.67 feet; thence with a compound curve to the left having a radius of 840.50 feet with a central angle of 18°47'25" (chord bearing and distance of North 29°04'30" East – 274.41 feet) for an arc distance of 275.64 feet; thence North 19°40'48" East for 128.87 feet; thence with a curve to the left having a radius of 242.50 feet with a central angle of 09°10'09" (chord bearing and distance of North 15°05'44" East – 38.77 feet) for an arc distance of 38.81 feet; thence North 10°30'39" East for 27.94 feet; thence South 79°29'21" East for 15.00 feet; thence South 10°30'39" West for 27.94 feet; thence with a curve to the right having a radius of 257.50 feet with a central angle of 09°10'09" (chord bearing and distance of South 15°05'44" West – 41.16 feet) for an arc distance of 41.21 feet; thence South 19°40'48" West for 128.87 feet; thence with a curve to the right having a radius of 855.50 feet with a central angle of 18°47'25" (chord bearing and distance of South 29°04'30" West – 279.31 feet) for an arc distance of 280.56 feet; thence with a compound curve to the right having a radius of 257.50 feet with a central angle of 07°29'01" (chord bearing and distance of South 42°12'44" West – 33.61 feet) for an arc distance of 33.63 feet; thence South 45°57'14" West for 38.82 feet; thence with a curve to the left having a radius of 242.50 feet with a central angle of 06°28'26" (chord bearing and distance of South 42°43'01" West – 27.39 feet) for an arc distance of 27.40 feet; thence with a compound curve to the left having a radius of 800.00 feet with a central angle of 17°26'34" (chord bearing and distance of South 30°45'31" West – 242.61 feet) for an arc distance of 243.55 feet; thence South 22°02'14" West for 106.86 feet; thence with a curve to the right having a radius of 1532.50 feet with a central angle of 06°08'38" (chord bearing and distance of South 25°06'33" West – 164.25 feet) for an arc distance of 164.33 feet; thence with a reverse curve to

the left having a radius of 92.50 feet with a central angle of 31°36'28" (chord bearing and distance of South 12°22'38" West – 50.38 feet) for an arc distance of 51.03 feet; thence South 03°25'36" East for 177.55 feet; thence with a curve to the right having a radius of 157.50 feet with a central angle of 33°57'20" (chord bearing and distance of South 13°33'04" West – 91.98 feet) for an arc distance of 93.34 feet; thence South 30°31'45" West for 147.08 feet; thence with a curve to the right having a radius of 257.50 feet with a central angle of 15°18'07" (chord bearing and distance of South 38°10'48" West – 68.57 feet) for an arc distance of 68.77 feet; thence South 45°49'51" West for 200.75 feet; thence with a curve to the right having a radius of 257.50 feet with a central angle of 08°48'35" (chord bearing and distance of South 50°14'09" West – 39.55 feet) for an arc distance of 39.59 feet; thence South 54°38'27" West for 259.20 feet; thence with a curve to the left having a radius of 92.50 feet with a central angle of 23°02'53" (chord bearing and distance of South 43°07'00" West – 36.96 feet) for an arc distance of 37.21 feet; thence with a compound curve to the left having a radius of 967.50 feet with a central angle of 44°36'53" (chord bearing and distance of South 09°17'07" West – 734.48 feet) for an arc distance of 753.37 feet; thence South 13°01'19" East for 136.17 feet; thence with a non-tangent curve to the left having a radius of 767.50 feet whose center bears North 15°34'56" West with a central angle of 02°24'41" (chord bearing and distance of North 73°12'43" East – 32.30 feet) for an arc distance of 32.30 feet; thence South 17°59'37" East for 15.00 feet; thence with a non-tangent curve to the right having a radius of 782.50 feet whose center bears North 17°59'37" West with a central angle of 02°27'38" (chord bearing and distance of South 73°14'12" West for 33.60 feet; thence South 13°01'19" East for 220.39 feet; thence with a curve to the right having a radius of 2032.50 feet with a central angle of 35°33'39" (chord bearing and distance of South 04°45'30" West – 1241.33 feet) for an arc distance of 1261.48 feet; thence with a non-tangent curve to the left having a radius of 767.50 feet whose center bears North 18°18'55" East with a central angle of 01°57'40" (chord bearing and distance of South 72°39'55" East – 26.27 feet) for an arc distance of 26.27 feet; thence South 16°21'15" West for 15.00 feet; thence with a non-tangent curve to the right having a radius of 782.50 feet whose center bears North 16°21'15" East with a central angle of 02°02'47" (chord bearing and distance of North 72°37'22" West – 27.94 feet) for an arc distance of 27.95 feet; thence with a non-tangent curve to the right having a radius of 2032.50 feet whose center bears North 67°02'14" West with a central angle of 00°57'12" (chord bearing and distance of South 23°26'22" West – 33.82 feet) for an arc distance of 33.82 feet; thence South 23°54'58" West for 286.47 feet; thence with a curve to the left having a radius of 1467.50 feet with a central angle of 23°54'58" (chord bearing and distance of South 11°57'29" West – 608.12 feet) for an arc distance of 612.56 feet; thence South 00°00'00" East for 852.75 feet; thence North 90°00'00" East for 28.00 feet; thence South 00°00'00" East for 15.00 feet; thence North 90°00'00" West for 28.00 feet; thence South 00°00'00" East for 1657.76 feet; thence North 89°37'03" East for 244.69 feet; thence with a curve to the left having a radius of 269.50 feet with a central angle of 08°05'41" (chord bearing and distance of North 85°34'12" East – 38.04 feet) for an arc distance of 38.07 feet; thence North 81°31'22" East for 876.10 feet; thence with a curve to the left having a radius of 461.50 feet with a central angle of 02°59'34" (chord bearing and distance of North 80°01'35" East – 24.10 feet) for an arc distance of 24.11 feet; thence North 78°31'48" East for 186.94 feet; thence South 11°28'12" East for 15.00 feet to the POINT OF BEGINNING.

Containing 148,622 square feet or 3.41 acres.

EXHIBIT A - CONTINUED

DEPICTION OF EASEMENT AREA

[ATTACH SURVEY SERVICES DRAWING].

Exhibit A

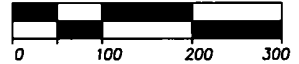
SEE SHEET 2
MATCH LINE

L12 L13 L43 L44
L11 L45



SCALE

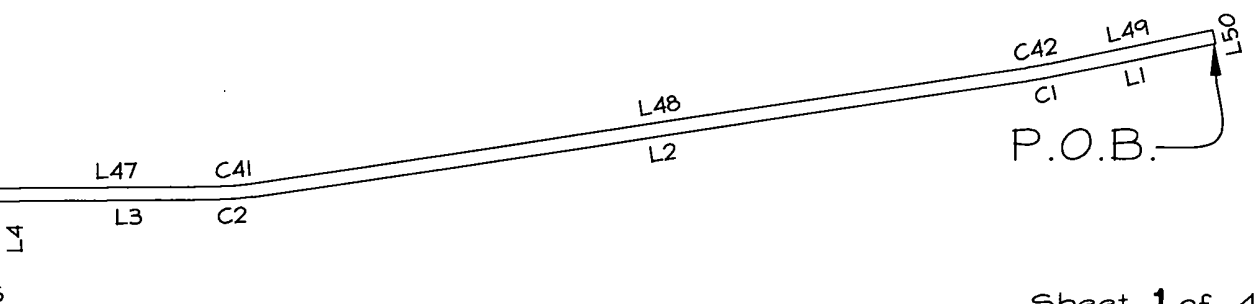
HORIZONTAL: 1" = 200'



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S78°31'48"W	186.94'
L2	S81°31'22"W	876.10'
L3	S89°37'03"W	244.79'
L4	S00°00'00"E	85.49'
L5	N90°00'00"W	15.00'
L6	N00°00'00"E	85.39'
L7	S89°37'03"W	69.94'
L8	N00°22'57"W	15.00'
L9	N89°37'03"E	70.04'
L10	N00°00'00"E	1657.86'
L11	N90°00'00"W	88.00'
L12	N00°00'00"E	15.00'
L13	N90°00'00"E	88.00'
L14	N00°00'00"E	852.75'
L15	N23°54'58"E	286.47'
L16	N25°15'33"E	15.00'
L17	N13°01'19"W	219.87'
L18	N08°18'43"W	15.00'
L19	N13°01'19"W	136.70'
L20	N54°38'27"E	259.20'
L21	N45°49'51"E	200.75'
L22	N30°31'45"E	147.08'
L23	N03°25'36"W	177.55'
L24	N22°02'14"E	106.86'
L25	N45°57'14"E	38.82'

LINE TABLE		
LINE #	BEARING	DISTANCE
L26	N19°40'48"E	128.87'
L27	N10°30'39"E	27.94'
L28	S79°29'21"E	15.00'
L29	S10°30'39"W	27.94'
L30	S19°40'48"W	128.87'
L31	S45°57'14"W	38.82'
L32	S22°02'14"W	106.86'
L33	S03°25'36"E	177.55'
L34	S30°31'45"W	147.08'
L35	S45°49'51"W	200.75'
L36	S54°38'27"W	259.20'
L37	S13°01'19"E	136.17'
L38	S17°59'37"E	15.00'
L39	S13°01'19"E	220.39'
L40	S16°21'15"W	15.00'
L41	S23°54'58"W	286.47'
L42	S00°00'00"E	852.75'
L43	N90°00'00"E	28.00'
L44	S00°00'00"E	15.00'
L45	N90°00'00"W	28.00'
L46	S00°00'00"E	1657.76'
L47	N89°37'03"E	244.69'
L48	N81°31'22"E	876.10'
L49	N78°31'48"E	186.94'
L50	S11°28'12"E	15.00'

L10 L46
L9 L8 L7 L6 L5
L4 L3 C2



Sheet 1 of 4

DATE	TITLE	BY	DATE	REVISION

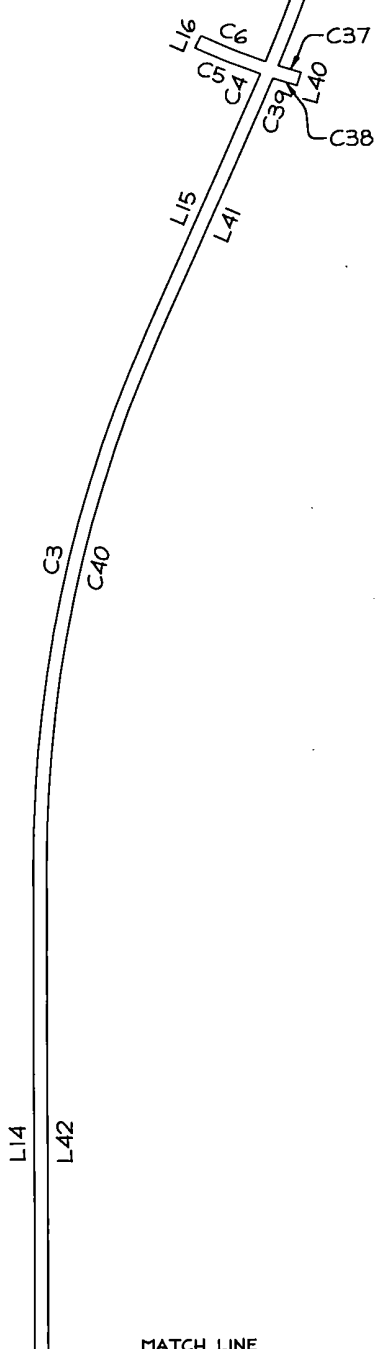
SURVEY SERVICES
328 SOUTH 200 EAST
AMERICAN FORK, UT 84003
PH. 801-400-4977

EXHIBIT
ZONE 7 WATER TRANSMISSION LINE EASEMENT
SECTION 14,15,22,23, T3S, R2W, S.L.B.#M.
SALT LAKE CO., UTAH
PREPARED FOR: KENNECOTT LAND CO.
DATE: APRIL, 2016

SCALE
1"=200'
4/16/16



SEE SHEET 3
MATCH LINE



CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CH. BEARING	CHORD
C1	476.50'	24.89'	2°59'34"	S80°01'35"W	24.89'
C2	284.50'	40.19'	8°05'41"	S85°34'12"W	40.16'
C3	1482.50'	618.82'	23°54'58"	N11°57'29"E	614.34'
C4	2017.50'	32.52'	0°55'24"	N23°27'16"E	32.52'
C5	782.50'	78.63'	5°45'27"	N67°37'11"W	78.60'
C6	767.50'	77.98'	5°49'18"	S67°39'06"E	77.95'
C7	2017.50'	1253.13'	35°35'17"	N04°46'19"E	1233.08'
C8	782.50'	83.61'	6°07'20"	S78°37'37"W	83.57'
C9	767.50'	82.38'	6°09'00"	N78°36'47"E	82.34'
C10	982.50'	765.05'	44°36'53"	N09°17'07"E	745.87'
C11	107.50'	43.24'	23°02'53"	N43°07'00"E	42.95'
C12	242.50'	37.29'	8°48'35"	N50°14'09"E	37.25'
C13	242.50'	64.76'	15°18'07"	N38°10'48"E	64.57'
C14	142.50'	84.45'	33°57'20"	N13°33'04"E	83.22'
C15	107.50'	59.30'	31°36'28"	N12°22'38"E	58.55'
C16	1517.50'	162.72'	6°08'38"	N25°06'33"E	162.64'
C17	815.00'	248.11'	17°26'34"	N30°45'31"E	247.16'
C18	257.50'	29.10'	6°28'26"	N42°43'01"E	29.08'
C19	242.50'	31.67'	7°29'01"	N42°12'44"E	31.65'
C20	840.50'	275.64'	18°47'25"	N29°04'30"E	274.41'
C21	242.50'	38.81'	9°10'09"	N15°05'44"E	38.77'

MATCH LINE
SEE SHEET 1

Sheet 2 of 4

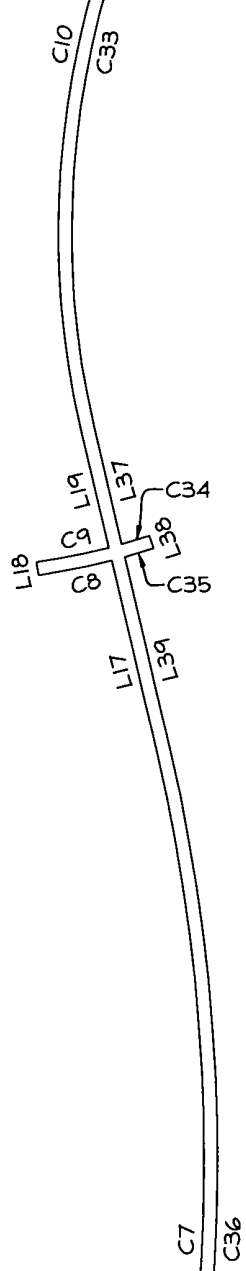
DATE	TYPE	NO.	BY	DATE	REVISION

SURVEY SERVICES
328 SOUTH 200 EAST
AMERICAN FORK, UT 84003
PH. 801-400-4977

EXHIBIT
ZONE 7 WATER TRANSMISSION LINE EASEMENT
SECTION 14,15,22,23, T3S, R2W, S.L.B.#M.
SALT LAKE CO., UTAH
PREPARED FOR: KENNECOTT LAND CO.
DATE: APRIL, 2016

SCALE
1"=200'
JOB NUMBER
10030

SEE SHEET 4
MATCH LINE



CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CH. BEARING	CHORD
C22	257.50'	41.21'	9°10'09"	S15°05'44"W	41.16'
C23	855.50'	280.56'	18°47'25"	S29°04'30"W	279.31'
C24	257.50'	33.63'	7°29'01"	S42°12'44"W	33.61'
C25	242.50'	27.40'	6°28'26"	S42°43'01"W	27.39'
C26	800.00'	243.55'	17°26'34"	S30°45'31"W	242.61'
C27	1532.50'	164.33'	6°08'38"	S25°06'33"W	164.25'
C28	92.50'	51.03'	31°36'28"	S12°22'38"W	50.38'
C29	157.50'	93.34'	33°57'20"	S13°33'04"W	91.98'
C30	257.50'	68.77'	15°18'07"	S38°10'48"W	68.57'
C31	257.50'	39.59'	8°48'35"	S50°14'09"W	39.55'
C32	92.50'	37.21'	23°02'53"	S43°07'00"W	36.96'
C33	967.50'	753.37'	44°36'53"	S09°17'07"W	734.48'
C34	767.50'	32.30'	2°24'41"	N73°12'43"E	32.30'
C35	782.50'	33.60'	2°27'38"	S73°14'12"W	33.60'
C36	2032.50'	1261.48'	35°33'39"	S04°45'30"W	1241.33'
C37	767.50'	26.27'	1°57'40"	S72°39'55"E	26.27'
C38	782.50'	27.95'	2°02'47"	S72°37'22"E	27.94'
C39	2032.50'	33.82'	0°57'12"	N23°26'22"E	33.82'
C40	1467.50'	612.56'	23°54'58"	S11°57'29"W	608.12'
C41	269.50'	38.07'	8°05'41"	N85°34'12"E	38.04'
C42	461.50'	24.11'	2°59'34"	N80°01'35"E	24.10'

MATCH LINE
SEE SHEET 2

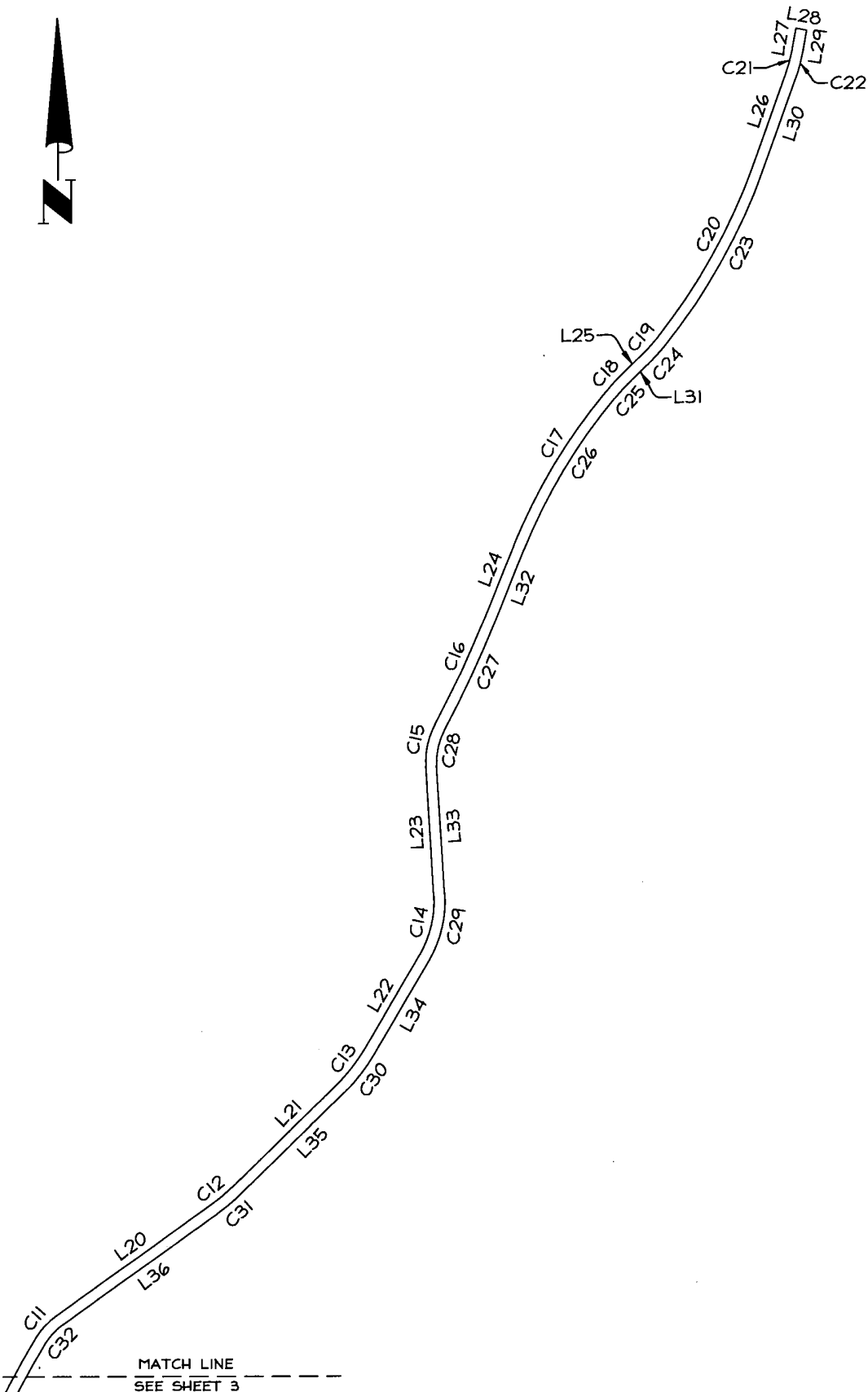
Sheet 3 of 4

DATE	TYPED	BY	DATE	REVISION

SURVEY SERVICES
 328 SOUTH 200 EAST
 AMERICAN FORK, UT 84003
 PH. 801-400-4977

EXHIBIT
 ZONE 7 WATER TRANSMISSION LINE EASEMENT
 SECTION 14,15,22,23, T3S, R2W, S.L.B.&M.
 SALT LAKE CO., UTAH
 PREPARED FOR: KENNECOTT LAND CO.
 DATE: APRIL, 2016

SCALE
 1"=200'
 JOB NUMBER
 10627



MATCH LINE
SEE SHEET 3

Sheet 4 of 4

DATE	TYPED	NO.	BY	DATE	REVISION
DRAWN	SERVICE				
PLOTTING	VIEW				
DESIGNED	PROJ. PER.				

SURVEY SERVICES
328 SOUTH 200 EAST
AMERICAN FORK, UT 84003
PH. 801-400-4977

EXHIBIT
ZONE 7 WATER TRANSMISSION LINE EASEMENT
SECTION 14,15,22,23, T3S, R2W, S.L.B.#.M.
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PREPARED FOR: KENNECOTT LAND CO.
DATE: APRIL, 2016

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10030

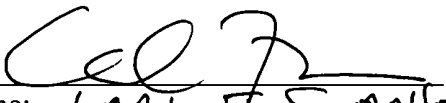
LENDER'S CONSENT AND SUBORDINATION

**WATERLINE EASEMENT AGREEMENT
(Zone 7 -Water Transmission Line)**

THE UNDERSIGNED, THE BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST, DATED DECEMBER 19, 2016, ENCUMBERING THE HEREIN DESCRIBED REAL PROPERTY (THE "DEED OF TRUST"), HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THAT CERTAIN WATERLINE EASEMENT AGREEMENT, DATED AS OF SEPTEMBER 27, 2017, FROM VP DAYBREAK OPERATIONS LLC AND VP DAYBREAK INVESTMENTS LLC, TO SOUTH JORDAN CITY (THE "EASEMENT"), TO WHICH THIS LENDER'S CONSENT AND SUBORDINATION IS ATTACHED.

THE UNDERSIGNED LENDER HEREBY CONSENTS TO THE EASEMENT AND MAKES THE LIEN OF THE DEED OF TRUST SUBORDINATE THERETO. THIS LENDER'S CONSENT AND SUBORDINATION SHALL NOT OTHERWISE AFFECT THE PRIORITY OF MORTGAGES AND/OR LIENS AGAINST THE REAL PROPERTY DESCRIBED HEREIN, BUT SHALL SOLELY EVIDENCE THE LENDER'S INTENT TO SUBORDINATE ITS LIEN OF THE DEED OF TRUST TO THE EASEMENT. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER.

U.S. BANK NATIONAL ASSOCIATION
d/b/a Housing Capital Company

By: 
Name: CARL R SWANSON
Title: SVP

[SIGNATURE MUST BE NOTARIZED]

[Notary acknowledgement on following page]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF FRESNO

On September 13, 2017, before me, **Lori Beckman, a Notary Public**, personally appeared **Carl F. Swanson** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lori Beckman*

[SEAL]

