

When Recorded, Mail To:

South Jordan City
1600 West Towne Center Drive
South Jordan, Utah 84065

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11/20/2015 09:48 AM \$24.00
Book - 10380 Pg - 8129-8136
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: CRA, DEPUTY - WI 8 P.

10
TAH

Affects APN(s): 26-24-351-002

WATERLINE EASEMENT AGREEMENT

THIS WATERLINE EASEMENT AGREEMENT (this "Agreement") dated October ~~28~~, 2015, is made by and between DAYBREAK DEVELOPMENT LLC, a Delaware limited liability company (formerly known as Daybreak Development Company, a Delaware corporation) ("Grantor") and SOUTH JORDAN CITY, a Utah municipal corporation ("Grantee").

A. Grantor owns that certain real property (the "Property") located in Salt Lake County, Utah and more particularly described on Exhibit A attached hereto and incorporated herein.

B. Grantor has agreed to grant Grantee a non-exclusive waterline easement on the Property as further described herein.

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 pipelines, together with all related equipment, facilities and appurtenances connected therewith in, under, across, over and through that certain portion of the Property described in Exhibit A attached hereto and incorporated herein by reference. The area upon which the Easement is granted herein is depicted on Exhibit B, attached hereto and incorporated herein.

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 in 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 in 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 in this Agreement.

4. Repair. Grantee shall repair and restore in a reasonable manner any structure, fence, paving, landscaping, improvements 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:

DAYBREAK DEVELOPMENT LLC,
a Delaware limited liability company
(formerly known as Daybreak Development
Company, a Delaware corporation)

By: [Signature]
Name: TY McCUTCHEON
Its: VICE PRESIDENT DAYBREAK

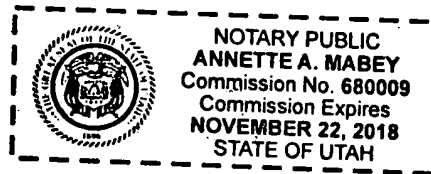
STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On Oct 28, 2015, personally appeared before me, a Notary Public,
Ty McCutcheon, the vice president Daybreak of DAYBREAK DEVELOPMENT LLC, a
Delaware limited liability company (formerly known as Daybreak Development Company, a Delaware
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 executed the above instrument on behalf of DAYBREAK
DEVELOPMENT LLC, a Delaware limited liability company (formerly known as Daybreak
Development Company, a Delaware corporation).

WITNESS my hand and official Seal.

[Signature]
Notary Public in and for said State

My commission expires: 11/22/2018



CITY:

SOUTH JORDAN CITY
a Utah municipal corporation

Approved as to Form:

By: *Gary L. Whatcott*
Name: Gary L. Whatcott
Its: City Manager

[Signature]
Attorney for South Jordan City

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

The foregoing instrument was acknowledged before me this 29 day of October, 2015,
by Gary L. Whatcott as City Manager of South Jordan City,
a municipal corporation

Corinne Cowdell
NOTARY PUBLIC
Residing at: Salt Lake County
My commission expires: 2/27/17



EXHIBIT A

Legal Description of Waterline Easement Area

**Smith's Daybreak
Waterline Easement Offsite**

A 15.0 foot wide easement for Waterline Facilities being 7.50 feet each side of the following described centerline:

A part of the Southwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a point located 1352.32 feet South $89^{\circ}58'44''$ East along the Section Line and 23.9 feet North $0^{\circ}01'16''$ East from the Southwest Corner of said Section 24; and running thence North $0^{\circ}25'34''$ East 63.50 feet; thence North $36^{\circ}32'36''$ West 76.32 feet to the South Line of Daybreak Parkway and the endpoint of this easement centerline.

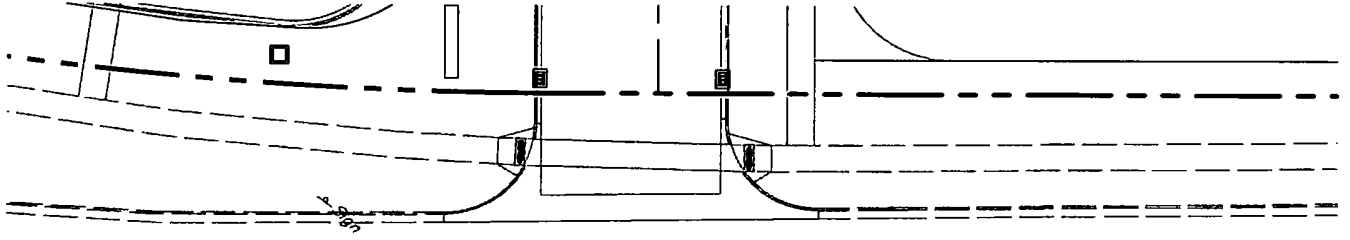
EXHIBIT B

Depiction of Easement Area

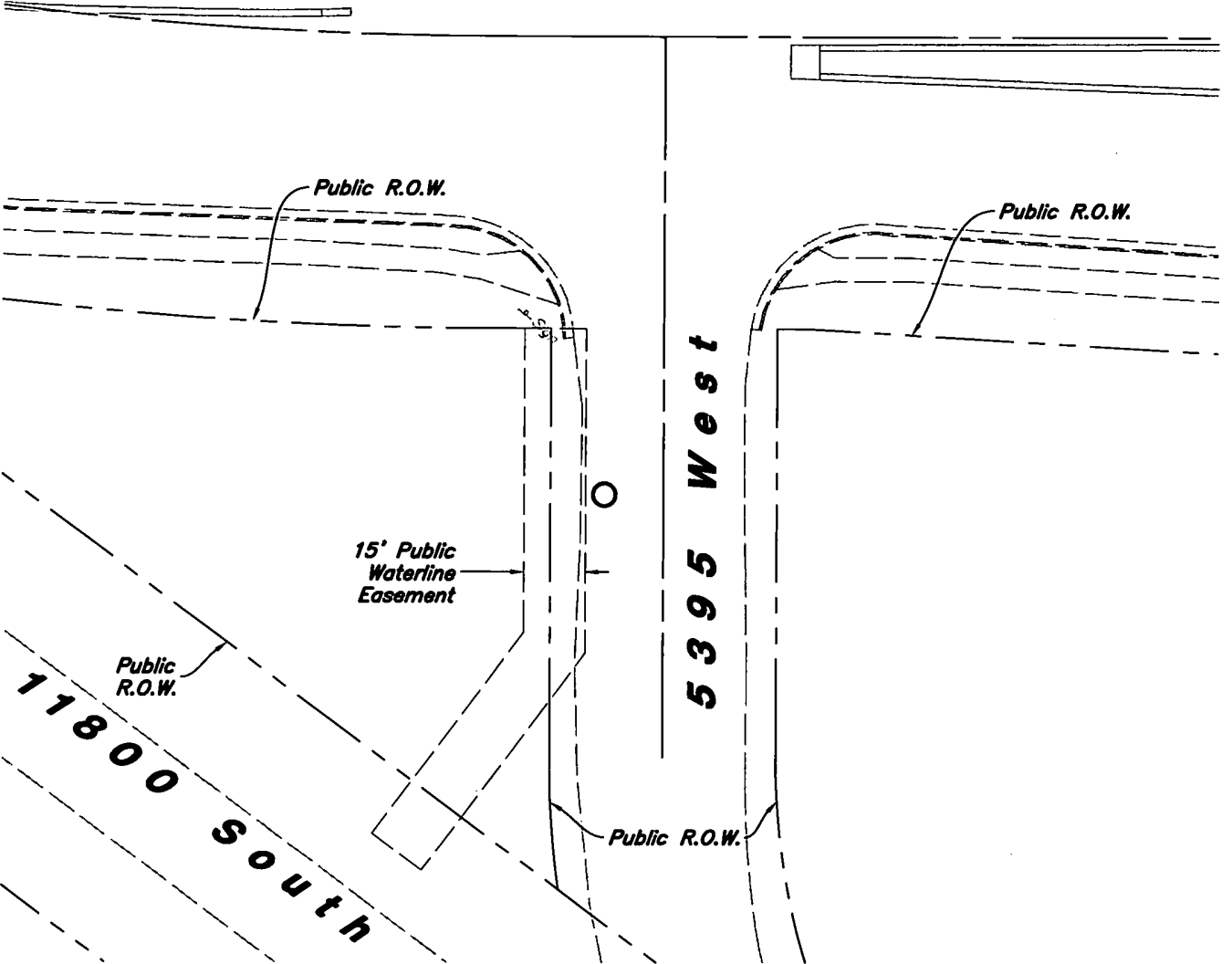
[ATTACH SITE PLAN SHOWING EASEMENT AREA]



Scale: 1" = 40'



Daybreak Parkway



AWA
ANDERSON WAHLEN & ASSOCIATES
 2010 North Redwood Road, Salt Lake City, Utah 84118
 801 521-8529 - AW@ahengineering.net

Offsite WL Easement Exhibit

Trail Crossing
 Daybreak Parkway & TrailCrossing Drive
 South Jordan, Utah

Sheet No.

EX

Designed By: KR
Drafted By: JC
Client Name: Smith's
Offsite WL Exhibit
2 Nov, 2015