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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: STA, DEPUTY - WI 7 P.

AFTER RECORDED, MAIL TO:
Coulter Tateoka, P.C.
Attn: Derek Coulter
11576 S. State St., Suite 503
Draper, UT 84020

Tax Parcel No.'s: 26-14-152-001, 26-14-153-001, 26-15-276-006, and 26-14-176-009

**PRIVATE STORM DRAINAGE
EASEMENT AGREEMENT
(re: Parcel 26-14-153-001)**

This Private Storm Drainage Easement Agreement with a reference date of January 31, 2020 (the "Amendment") by and between VP DAYBREAK INVESTMENTS LLC, a Delaware limited liability company ("VDI"), SHORT DAYBREAK HOLDINGS 1, LLC, a Utah limited liability company ("SDH1")(collectively, "Grantor"), and SDH1 as ("Grantee") (the Grantor and Grantee may collectively be referred to as "the Parties") is based on the following:

RECITALS

- A. Grantor is the owner of certain real property identified as Assessor's Parcel Number(s): 26-14-152-001, 26-14-153-001, 26-15-276-006, and 26-14-176-009 (the "Property"); and
- B. Grantee is the owner of certain real property identified as Assessor's Parcel Number(s): 26-14-152-001 and 26-14-153-001; and
- C. Based upon the foregoing, the Parties agree to implement the Easement as set forth, and more particularly described, below.

AGREEMENT

The parties agree as follows:

1. **IMPLEMENTATION OF PRIVATE STORM DRAINAGE EASEMENT.** Grantor hereby grants to Grantee, its successors and assigns, and Grantee hereby accepts from Grantor, this Private Storm Drainage Easement (the "Easement") to implement the storm drainage improvements under, across, over and through those certain portions of the Property, as more particularly described in **Storm Drainage Easement 2**, and as depicted with the accompanying **Exhibit 2B** (the "Easement Area"), which are attached hereto.

2. **STATEMENT OF PURPOSE.** The Easement shall be for storm drainage purposes for the Property, adjacent parcels, and to benefit the Private storm drainage plan for the immediate area near the Property. Grantee shall have reasonable rights of ingress and egress to the Easement Area for the purpose of installing, repairing, testing, maintaining, and replacing the utilities.

3. **TYPE OF EASEMENT.** The Easement shall be non-exclusive; provided, however that Grantee shall have the exclusive right to construct, install, maintain, operate and access the storm drain lines, drainage utilities, and all related facilities within the Easement Area. Grantor (or its invitees, guests or successors in interest) may use the surface of the Easement Area for any purpose, business or otherwise; provided that such use does not interfere with the rights granted to Grantee hereunder. The Easement Area shall remain unobstructed from buildings and other such structures; however, Grantor may place parking lots, sidewalks or other paved structures on or adjacent to the Easement Area so long as such use does not materially interfere with the function of the drainage. Grantor shall provide notice to Grantee prior to permitting any other utilities to be located within the Easement Area, which other utilities shall not interfere with Grantee's rights hereunder.

4. **MAINTENANCE.** Grantee shall be responsible for the maintenance of the storm drainage equipment and facilities located in the Easement Area and shall keep the same in a good, clean, safe and functional condition. Grantor shall be responsible for landscape and surface maintenance within the functional condition. Grantor shall be responsible for landscape and surface maintenance within the Easement Area. Grantee's use of the Easement shall not unreasonably interfere with Grantor's use of its Property. Grantee shall be responsible to return the landscaping and surface condition of the Property after installing, repairing, testing, connecting, maintaining, and replacing any drainage improvements on the Property.

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. **MUTUAL 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.

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.

13. **DISPUTES.** In any dispute, claim, or controversy arising out of or relating to this Easement, or the breach, termination, enforcement, interpretation or validity thereof, the Parties agree to first submit the matter to mediation in good faith. The Parties to the dispute shall arrange the terms and procedure for mediation. No disputes under this Agreement shall be required to be arbitrated through AAA procedures. All Parties shall initially share the cost of mediation. However, nothing in this section shall prevent a Party from filing suit or seeking injunctive relief if there is a good faith basis that there is the likelihood of suffering immediate and irreparable harm.

GRANTOR and GRANTEE:

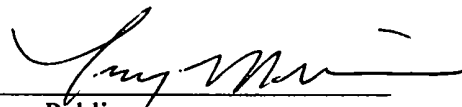
SHORT DAYBREAK HOLDINGS 1, LLC,
A Utah Limited Liability Company

By: Alex Short
Its: Manager and Member

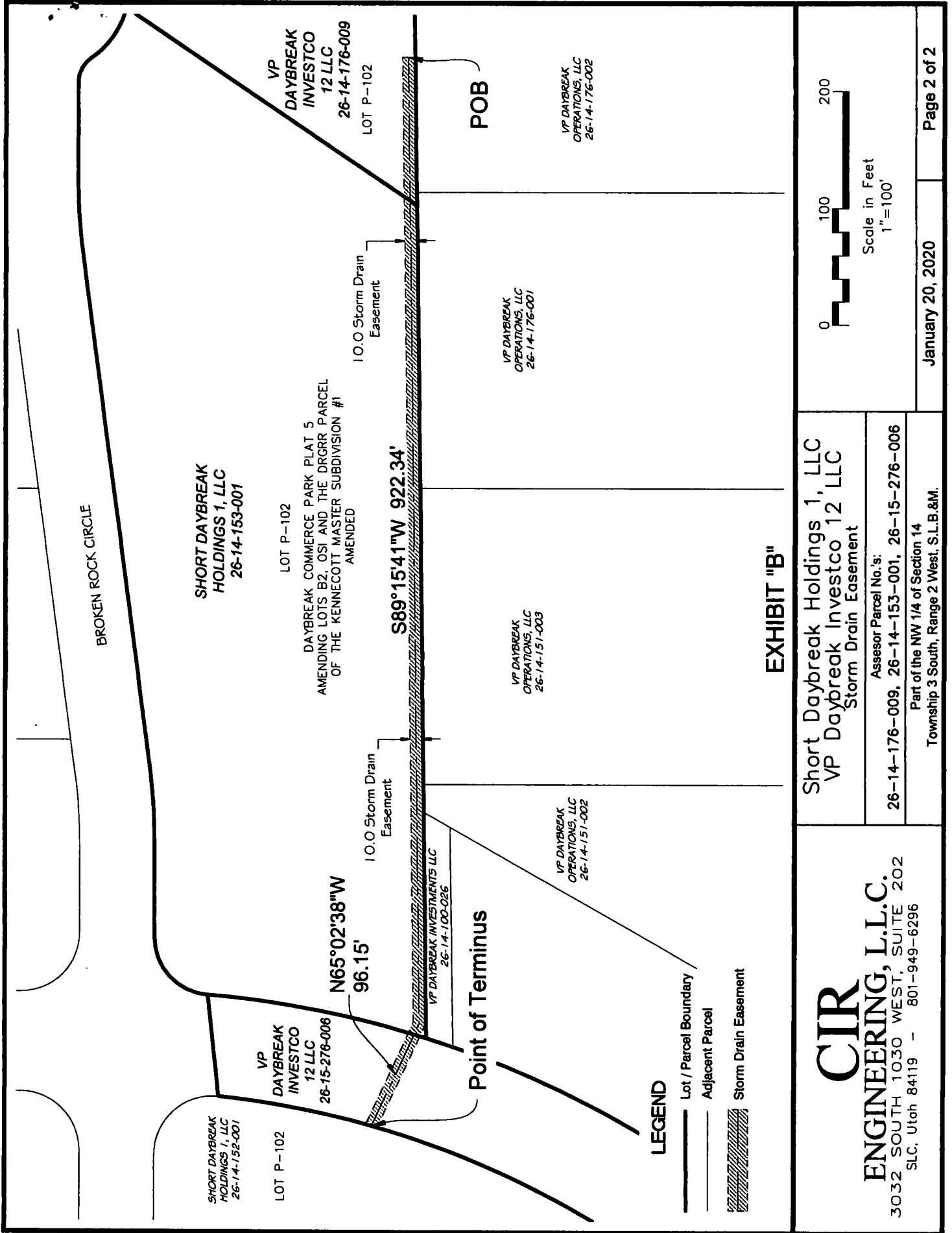
Signature: 

State of Utah)
 :SS
County of Salt Lake)

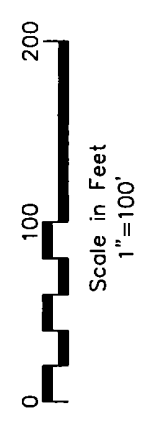
On this February 28, 2020 personally appeared before me, a Notary Public, Alex Short, who proved to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he executed the above instrument as the Member and Manager on behalf of SHORT DAYBREAK HOLDINGS 1, LLC.


Notary Public





LEGEND
 — Lot / Parcel Boundary
 — Adjacent Parcel
 ▨ Storm Drain Easement



Short Daybreak Holdings 1, LLC
 VP Daybreak Investco 12 LLC
 Storm Drain Easement

Assessor Parcel No.'s:
 26-14-176-009, 26-14-153-001, 26-15-276-006
 Part of the NW 1/4 of Section 14
 Township 3 South, Range 2 West, S.L.B.&M.

CIR
ENGINEERING, L.L.C.
 3032 SOUTH 1030 WEST, SUITE 202
 SLC, Utah 84119 - 801-949-6296