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When Recorded, Mail To:
VP Daybreak Devco LLC
11248 Kestrel Rise Road, Suite 201
South Jordan, UT 84009

13544316
01/26/2021 10:52 AM \$0.00
Book - 11105 Pg - 6483-6495
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: JLA, DEPUTY - WI 13 P.

Tax Parcel No.(s): 27-18-151-003-0000

(Space Above for Recorder's Use Only)

UTILITY EASEMENT

THIS UTILITY EASEMENT (this "**Easement**") is made and entered into as of the 11 day of November, 2020 (the "**Effective Date**"), by and between VP DAYBREAK DEVCO LLC, a Delaware limited liability company ("**Grantor**"), and SOUTH JORDAN CITY, a municipality and political subdivision of the State of Utah ("**Grantee**"). The Parties may be referred to herein collectively as "**Parties**" or, individually, each a "**Party**".

RECITALS

A. Grantor is the fee simple owner of that certain parcel of real property located in Salt Lake County, State of Utah, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference ("**Grantor Property**").

B. Grantee provides water utility services which will serve the Grantor Property.

C. The Parties desire to grant a permanent, non-exclusive utility easement over the portion of the Grantor Property, more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**Easement Area**").

D. The Parties desire to enter into this Easement for the purpose of evidencing their respective rights and obligations in connection with the Easement Area.

NOW, THEREFORE, for and in consideration of ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Easement. Grantor hereby gives, grants, and conveys, unto Grantee, its successors and assigns, a permanent, utility easement over, on, upon, and across the Easement Area for the purpose hereinafter stated, subject to the terms, conditions, and limitations set forth herein. The Easement does not include the right to enter on Grantor Property without Grantor's prior written permission.

3. Purpose of Easement. The Easement is granted for the purpose of establishing, installing, constructing, maintaining, enlarging, and repairing water lines along with associated surface structures, if any, and other surface and sub-surface appurtenances as may be deemed necessary for Grantee's intended use. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purpose of this Easement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

4. Non-Exclusive Easement. Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee. Grantor shall not construct any buildings, structures, or other permanent improvements, except for any roadway or parking lot, within the Easement Area, and any such improvements or encroachments may be subject to removal without compensation.

5. Restoration. Upon completion of any repair or maintenance work contemplated by this Easement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance.

6. Abandonment; Termination. This Easement shall only be deemed abandoned or terminated upon lawful execution and recording of a written grant by Grantee conveying and abandoning or terminating this Easement.

7. Warranty of Title and Authority. The Grantor warrants that he has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the Grantor Property subject to this Easement.

8. Amendment. This Easement may be modified or amended only upon the mutual written consent of the Parties, or the Parties' respected legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Public Records of Salt Lake County, Utah.

9. Binding in Perpetuity. This Easement is irrevocable and shall bind the Grantor Property in perpetuity, and all of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, and assigns of both the Grantor and Grantee.

10. Governing Law; Venue. The Parties acknowledge that this Easement was entered into in the State of Utah. This Easement shall be construed and governed in accordance with the laws of the State of Utah without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any legal action arising under this Easement shall be in the district court in Salt Lake County, Utah.

11. Paragraph Headings and Severability of Terms. The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. If any

provisions of this Easement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Easement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

12. Attorneys' Fees. Both Parties expressly agree that each shall bear the cost of its own attorneys' fees, paralegal fees, and other professional fees, and costs incurred incidental thereto, for any action (including those incurred before or at trial or any re-hearing or appeal) arising out of or in connection with this Easement.

13. Enforcement. If either or both Parties fail to perform or breaches any obligation, requirement, duty or covenant contained herein, the other non-defaulting Party shall have the right, at its own option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any other terms or provisions of this Easement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

14. Entire Easement. This instrument constitutes the entire Easement between the Parties and supersedes all previous discussions, understandings, and Easements between the Parties relating to the subject matter of this Easement.

15. Effective Date. The Effective Date of this Easement shall mean the date set forth above.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Easement as of the Effective Date.

GRANTOR

VP DAYBREAK DEVCO, LLC,
a Delaware limited liability company

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

By: [Signature]

Its: PRESIDENT & CEO
Title

State of Utah)
§
County of Salt Lake)

On this 11 day of November, 2020, personally appeared before me Ty McCutcheon who being by me duly sworn did say that he is the President & CEO of Daybreak Communities LLC, a Delaware limited liability company, the project manager of **VP DAYBREAK DEVCO LLC, a Delaware limited liability company** and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating Easement; and duly acknowledged to me that said limited liability company executed the same.

[Signature]
Notary Public

My Commission Expires: sept 17 2023

Residing in: Salt Lake County

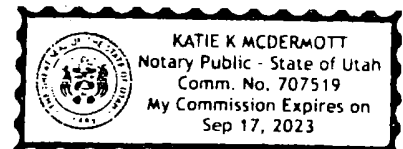


EXHIBIT "A"
GRANTOR PROPERTY

PARCEL A-1, KENNECOTT DAYBREAK OQUIRRH LAKE PLAT. 10389-868110453-2960.
CONT. 12.75 ACRES.

PARCEL NO. 27181510030000


LENDER'S CONSENT AND SUBORDINATION

UTILITY EASEMENT-
PARCEL I.D. # 27-18-151-003-0000
BLOCK C
(TO CITY OF SOUTH JORDAN)

THE UNDERSIGNED, THE BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST, DATED DECEMBER 19, 2019, ENCUMBERING THE HEREIN DESCRIBED REAL PROPERTY (THE "DEED OF TRUST"), HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THAT CERTAIN UTILITY EASEMENT, DATED AS OF NOVEMBER 11, 2020, BY AND BETWEEN VP DAYBREAK DEVCO LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND CITY OF SOUTH JORDAN, A UTAH MUNICIPAL CORPORATION (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: CARYL F. 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 November 12, 2020, 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



[SEAL]

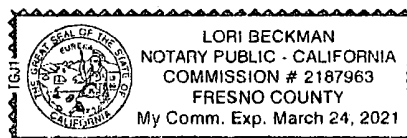


EXHIBIT "B"
EASEMENT AREA

A fifteen (15) foot wide waterline easement, located in the Northwest Quarter of Section 18, Township 2 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, said easement extending seven and one half (7.5) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point on the Easterly Line of an existing waterline easement as shown on the Daybreak North Shore Village Center subdivision, said point lies North 89°58'56" West 4472.665 feet along the Daybreak Baseline North (being North 89°58'56" West 21219.493 between the Northeast Corner of Section 18, T3S, R1W and the Northwest Corner of Section 15, T3S, R2W) and South 1534.804 feet from the Northeast Corner of Section 18, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 78°45'00" East 88.943 feet; thence East 21.148 feet; thence North 12.517 feet; thence East 15.000 feet; thence South 12.517 feet; thence South 45°00'00" East 10.287 feet; thence North 22.503 feet; thence East 15.000 feet; thence South 19.170 feet to a point on a 27.500 foot radius tangent curve to the right, (radius bears West, Chord: South 15°43'59" West 14.914 feet); thence along the arc of said curve 15.103 feet through a central angle of 31°27'58"; thence South 44°00'00" East 17.475 feet; thence South 43°00'00" East 15.547 feet; thence North 42°49'00" East 1.195 feet; thence North 04°52'59" East 9.736 feet; thence North 01°09'29" West 12.214 feet; thence North 7.409 feet; thence East 15.000 feet; thence South 7.258 feet; thence South 01°09'29" East 12.854 feet; thence South 04°52'59" West 15.683 feet; thence South 42°49'00" West 7.447 feet; thence South 43°00'00" East 6.827 feet; thence South 87°41'05" East 13.875 feet; thence South 87°16'21" East 51.326 feet; thence North 02°43'39" East 29.617 feet; thence North 52.221 feet; thence East 15.000 feet; thence South 52.578 feet; thence South 02°43'39" West 29.974 feet; thence South 87°16'21" East 69.520 feet; thence North 02°43'39" East 9.843 feet to a point on a 57.500 foot radius tangent curve to the right, (radius bears South 87°16'21" East, Chord: North 09°34'23" East 13.708 feet); thence along the arc of said curve 13.740 feet through a central angle of 13°41'29"; thence North 16°25'07" East 31.243 feet to a point on a 42.500 foot radius tangent curve to the left, (radius bears North 73°34'53" West, Chord: North 08°12'34" East 12.137 feet); thence along the arc of said curve 12.179 feet through a central angle of 16°25'07"; thence North 14.473 feet; thence East 15.000 feet; thence South 14.473 feet to a point on a 57.500 foot radius tangent curve to the right, (radius bears West, Chord: South 08°12'34" West 16.421 feet); thence along the arc of said curve 16.477 feet through a central angle of 16°25'07"; thence South 16°25'07" West 9.700 feet; thence East 12.418 feet; thence South 15.000 feet; thence West 12.410 feet; thence South 39°14'49" West 1.108 feet; thence South 09°25'08" West 12.286 feet; thence South 04°05'07" West 16.199 feet; thence South 87°16'21" East 50.322 feet; thence South 02°58'19" West 24.720 feet; thence South 25°13'19" West 19.468 feet; thence North 66°30'00" West 15.007 feet; thence North 25°13'19" East 16.969 feet; thence North 02°58'19" East 10.143 feet; thence North 87°16'21" West 46.068 feet to a point on a 17.500 foot radius non tangent curve to the right, (radius bears North 88°30'05" West, Chord: South 16°38'57" West 9.148 feet); thence along the arc of said curve 9.255 feet through a central angle of 30°18'04"; thence South 31°47'59" West 7.591 feet to a point on a 2.500 foot radius tangent curve to the left, (radius bears South 58°12'01" East, Chord: South 15°54'00" West 1.370 feet); thence along the arc of said curve 1.388 feet through a central angle of 31°47'59"; thence South 12.628 feet; thence West 15.000 feet; thence North 30.209 feet; thence North 87°16'21" West

25.926 feet; thence South 02°43'39" West 6.630 feet; thence North 87°16'21" West 15.000 feet; thence North 02°43'39" East 6.630 feet; thence North 87°16'21" West 81.604 feet; thence North 87°41'05" West 3.316 feet; thence South 02°00'00" West 11.920 feet; thence North 88°00'00" West 15.000 feet; thence North 02°00'00" East 12.002 feet; thence North 87°41'05" West 1.670 feet; thence South 47°00'00" West 20.931 feet to a point on a 2.500 foot radius tangent curve to the left, (radius bears South 43°00'00" East, Chord: South 23°30'00" West 1.994 feet); thence along the arc of said curve 2.051 feet through a central angle of 47°00'00"; thence South 2.617 feet to a point on a 17.500 foot radius tangent curve to the right, (radius bears West, Chord: South 45°00'00" West 24.749 feet); thence along the arc of said curve 27.489 feet through a central angle of 90°00'00"; thence West 9.591 feet; thence North 15.000 feet; thence East 9.591 feet to a point on a 2.500 foot radius non tangent curve to the left, (radius bears North, Chord: North 45°00'00" East 3.536 feet); thence along the arc of said curve 3.927 feet through a central angle of 90°00'00"; thence North 2.617 feet to a point on a 17.500 foot radius tangent curve to the right, (radius bears East, Chord: North 23°30'00" East 13.956 feet); thence along the arc of said curve 14.355 feet through a central angle of 47°00'00"; thence North 47°00'00" East 20.931 feet; thence North 43°00'00" West 9.542 feet; thence South 47°00'00" West 31.426 feet; thence North 43°00'00" West 15.000 feet; thence North 47°00'00" East 31.426 feet; thence North 43°00'00" West 3.906 feet; thence North 44°00'00" West 19.869 feet; thence North 45°00'00" West 16.828 feet; thence West 28.458 feet; thence South 78°45'00" West 87.466 feet to said existing waterline easement; thence along said existing waterline easement North 11°15'00" West 15.000 feet to the point of beginning.

Contains: 12,717 S.F., 0.292 Acres

SOUTH JORDAN PARKWAY

SCALE 1"=20'

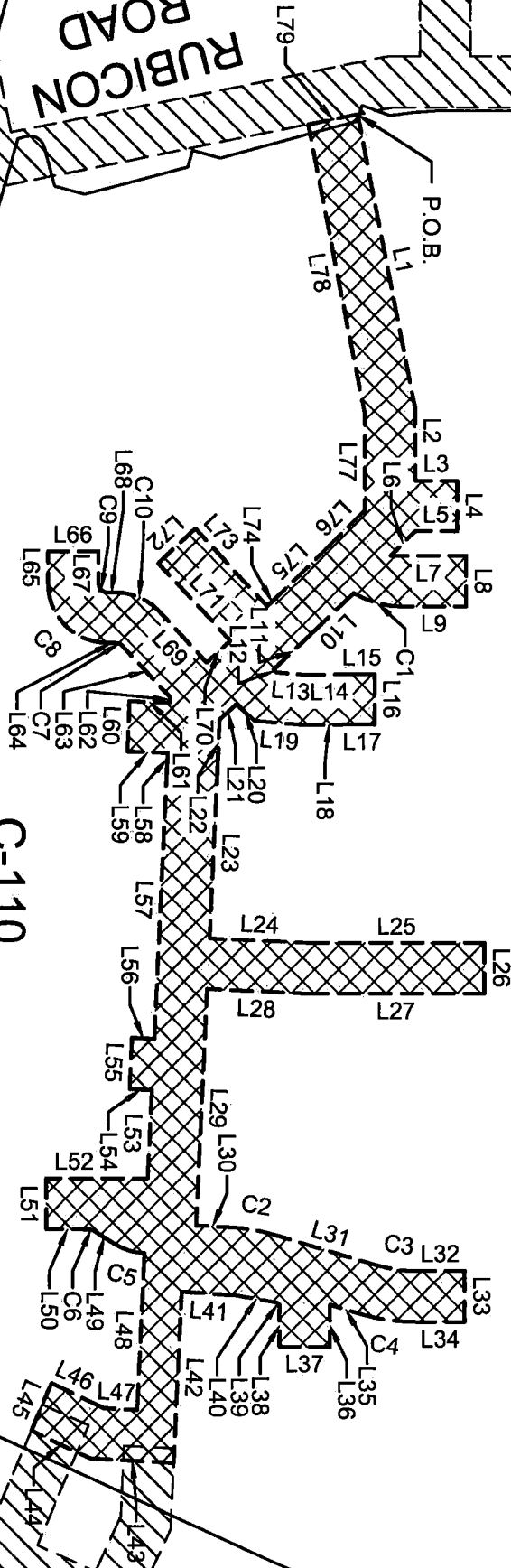
SHEET 1 OF 3

NEW WATERLINE EASEMENT
EXISTING WATERLINE EASEMENT

BOARDWALK ROAD

C-110

RUBICON ROAD



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NORTH SHORE VILLAGE CENTER BLOCK C WATERLINE EASEMENT

PREPARED FOR: CW URBAN

BK 11105 PG 6492

Line Table			
Line #	Length	Direction	
L1	88.943	N78°45'00"E	
L2	21.148	N90°00'00"E	
L3	12.517	N00°00'00"W	
L4	15.000	N90°00'00"E	
L5	12.517	S00°00'00"E	
L6	10.287	S45°00'00"E	
L7	22.503	N00°00'00"E	
L8	15.000	N90°00'00"E	
L9	19.170	S00°00'00"E	
L10	17.475	S44°00'00"E	
L11	15.547	S43°00'00"E	
L12	1.195	N42°49'00"E	
L13	9.736	N04°52'59"E	
L14	12.214	N01°09'29"W	
L15	7.409	N00°00'00"E	
L16	15.000	N90°00'00"E	
L17	7.258	S00°00'00"E	
L18	12.854	S01°09'29"E	
L19	15.683	S04°52'59"W	
L20	7.447	S42°49'00"W	

Line Table			
Line #	Length	Direction	
L21	6.827	S43°00'00"E	
L22	13.875	S87°41'05"E	
L23	51.326	S87°16'21"E	
L24	29.617	N02°43'39"E	
L25	52.221	N00°00'00"E	
L26	15.000	N90°00'00"E	
L27	52.578	S00°00'00"E	
L28	29.974	S02°43'39"W	
L29	69.520	S87°16'21"E	
L30	9.843	N02°43'39"E	
L31	31.243	N16°25'07"E	
L32	14.473	N00°00'00"E	
L33	15.000	N90°00'00"E	
L34	14.473	S00°00'00"E	
L35	9.700	S16°25'07"W	
L36	12.418	N90°00'00"E	
L37	15.000	S00°00'00"E	
L38	12.410	N90°00'00"W	
L39	1.108	S39°14'49"W	
L40	12.286	S09°25'08"W	

Line Table			
Line #	Length	Direction	
L41	16.199	S04°05'07"W	
L42	50.322	S87°16'21"E	
L43	24.720	S02°58'19"W	
L44	19.468	S25°13'19"W	
L45	15.007	N66°30'00"W	
L46	16.969	N25°13'19"E	
L47	10.143	N02°58'19"E	
L48	46.068	N87°16'21"W	
L49	7.591	S31°47'59"W	
L50	12.628	S00°00'00"E	
L51	15.000	N90°00'00"W	
L52	30.209	N00°00'00"E	
L53	25.926	N87°16'21"W	
L54	6.630	S02°43'39"W	
L55	15.000	N87°16'21"W	
L56	6.630	N02°43'39"E	
L57	81.604	N87°16'21"W	
L58	3.316	N87°41'05"W	
L59	11.920	S02°00'00"W	
L60	15.000	N88°00'00"W	

Line Table			
Line #	Length	Direction	
L61	12.002	N02°00'00"E	
L62	1.670	N87°41'05"W	
L63	20.931	S47°00'00"W	
L64	2.617	S00°00'00"E	
L65	9.591	N90°00'00"W	
L66	15.000	N00°00'00"E	
L67	9.591	N90°00'00"E	
L68	2.617	N00°00'00"E	
L69	20.931	N47°00'00"E	
L70	9.542	N43°00'00"W	
L71	31.426	S47°00'00"W	
L72	15.000	N43°00'00"W	
L73	31.426	N47°00'00"E	
L74	3.906	N43°00'00"W	
L75	19.869	N44°00'00"W	
L76	16.828	N45°00'00"W	
L77	28.458	S90°00'00"W	
L78	87.466	S78°45'00"W	
L79	15.000	N11°15'00"W	

NORTH SHORE VILLAGE CENTER BLOCK C WATERLINE EASEMENT

PREPARED FOR: CW URBAN

BK 11105 PG 6493



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Curve Table						
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length	
C1	15.103	27.500	031°27'58"	S15°43'59"W	14.914	
C2	13.740	57.500	013°41'29"	N09°34'23"E	13.708	
C3	12.179	42.500	016°25'07"	N08°12'34"E	12.137	
C4	16.477	57.500	016°25'07"	S08°12'34"W	16.421	
C5	9.255	17.500	030°18'04"	S16°38'57"W	9.148	
C6	1.388	2.500	031°47'59"	S15°54'00"W	1.370	
C7	2.051	2.500	047°00'00"	S23°30'00"W	1.994	
C8	27.489	17.500	090°00'00"	S45°00'00"W	24.749	
C9	3.927	2.500	090°00'00"	N45°00'00"E	3.536	
C10	14.355	17.500	047°00'00"	N23°30'00"E	13.956	



NORTH SHORE VILLAGE CENTER BLOCK C WATERLINE EASEMENT

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