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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: ADA, DEPUTY - WI 14 P.

Recording Requested by and
When Recorded, Mail To:

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

Tax Parcel Number(s): 26-13-301-003

WATERLINE EASEMENT AGREEMENT

THIS WATERLINE EASEMENT AGREEMENT (“**Agreement**”) dated MARCH 4, 2021, is made and entered into by and between **VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company (“**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.

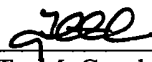
[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date and year first above written.

Grantor:

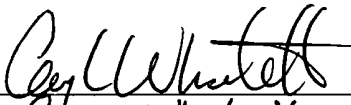
VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

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

By: 
Ty McCutcheon, President & CEO

Grantee:

SOUTH JORDAN CITY,
a Utah municipality

By: 
Name: Cory C. Whatcott
Title: City Manager

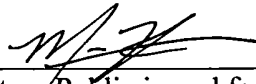
ACKNOWLEDGMENT

On March 4, 2021, 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 DEVCO LLC, a Delaware limited liability company.

WITNESS my hand and official Seal.



[SEAL]



Notary Public in and for said State

My commission expires: June 13, 2021

ACKNOWLEDGMENT

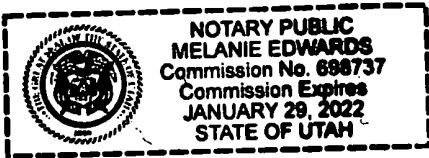
STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On March 11, 2021, personally appeared before me, a Notary Public,
Gary L. Whittott, 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 29, 2022



[SEAL]

Exhibit A
EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

NOVEL – VILLAGE 10 NORTH PLAT 3
WATERLINE EASEMENTS

(Line 1)

A fifteen (15) foot wide waterline easement, located in the Southwest Quarter of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement being more particularly described as follows:

Beginning at a point on a Right-of-Way Quitclaim Deed recorded as Entry No. 10429973 in Book 9607 at Page 4745 in the Office of the Salt Lake County Recorder, said point lies North 89°57'41" East 20.277 feet along the Daybreak Baseline Northeast (being North 89°57'41" East 10613.975 feet between the Northwest Corner of Section 13, T3S, R2W and the Northeast Corner of Section 18, T3S, R1W) and South 3257.334 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Right-of-Way Quitclaim Deed North 15.000 feet; thence East 107.502 feet; thence North 185.000 feet; thence East 15.000 feet; thence South 185.000 feet; thence East 55.940 feet; thence North 78°45'00" East 4.637 feet to a point on a 692.500 foot radius tangent curve to the left, (radius bears North 11°15'00" West, Chord: North 77°21'03" East 33.820 feet); thence along the arc of said curve 33.823 feet through a central angle of 02°47'54"; thence North 75°57'06" East 1.766 feet; thence North 53°27'06" East 28.918 feet; thence North 36°32'54" West 8.023 feet; thence North 53°27'06" East 37.772 feet; thence South 36°32'54" East 8.023 feet; thence North 53°27'06" East 93.478 feet to a point on the Westerly Right-of-Way line of proposed Lake Run Road; thence along said proposed Lake Run Road South 36°32'54" East 15.000 feet; thence South 53°27'06" West 98.478 feet; thence South 36°32'54" East 47.000 feet; thence South 53°27'06" West 15.000 feet; thence North 36°32'54" West 47.000 feet; thence South 53°27'06" West 49.673 feet; thence South 75°57'06" West 4.750 feet to a point on a 707.500 foot radius tangent curve to the right, (radius bears North 14°02'54" West, Chord: South 77°21'03" West 34.552 feet); thence along the arc of said curve 34.556 feet through a central angle of 02°47'54"; thence South 78°45'00" West 6.115 feet; thence West 55.417 feet; thence South 103.500 feet; thence West 15.000 feet; thence North 103.500 feet; thence West 109.502 feet to the point of beginning.

Property contains 0.255 acres, 11090 square feet.

(Line 2)

A fifteen (15) foot wide waterline easement, located in the Southwest Quarter of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement being more particularly described as follows:

Beginning at a point on the Northerly Right-of-Way Line of proposed Pipestone Way, said point being on a 167.000 foot radius non tangent curve to the right, (radius bears North 18°29'04" West,

Exhibit A

Chord: South 74°28'21" West 17.230 feet), said point lies North 89°57'41" East 152.932 feet along the Daybreak Baseline Northeast (being North 89°57'41" East 10613.975 feet between the Northwest Corner of Section 13, T3S, R2W and the Northeast Corner of Section 18, T3S, R1W) and South 3603.468 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 45°00'00" West 44.551 feet; thence North 00°01'08" East 58.653 feet; thence North 89°58'52" West 19.732 feet; thence South 00°00'01" West 60.160 feet; thence South 45°00'00" East 6.662 feet; thence South 00°01'08" West 33.783 feet to a point on said Northerly Right-of-Way Line being a point on a 167.000 foot radius non tangent curve to the left, (radius bears North 02°12'25" West, Chord: North 85°12'36" East 15.053 feet); thence along the arc of said curve 15.058 feet through a central angle of 05°09'59"; thence North 00°01'08" East 17.531 feet; thence South 45°00'00" East 21.084 feet to a point on said Northerly Right-of-Way Line being a point on a 167.000 foot radius non tangent curve to the left, (radius bears North 12°34'13" West, Chord: North 74°28'21" East 17.230 feet); thence along the arc of said curve 17.237 feet through a central angle of 05°54'50" to the point of beginning

Property contains approx. 0.052 acres, 2262 square feet

(Line 3)

A fifteen (15) foot wide waterline easement, located in the Southwest Quarter of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement being more particularly described as follows:

Beginning at a point on the Northerly Right-of-Way Line of proposed Pipestone Way, said point lies North 89°57'41" East 348.339 feet along the Daybreak Baseline Northeast (being North 89°57'41" East 10613.975 feet between the Northwest Corner of Section 13, T3S, R2W and the Northeast Corner of Section 18, T3S, R1W) and South 3468.996 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said proposed Pipestone Way South 53°27'06" West 15.000 feet; thence North 36°32'54" West 11.004 feet; thence North 53°27'06" East 15.000 feet; thence South 36°32'54" East 11.004 feet to the point of beginning.

Property contains 0.004 acres, 165 square feet.

(Line 4)

A fifteen (15) foot wide waterline easement, located in the Southwest Quarter of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement being more particularly described as follows:

Beginning at a point on the Northerly Right-of-Way Line of South Jordan Parkway, said point lies North 89°57'41" East 365.502 feet along the Daybreak Baseline Northeast (being North 89°57'41" East 10613.975 feet between the Northwest Corner of Section 13, T3S, R2W and the Northeast

Exhibit A

Corner of Section 18, T3S, R1W) and South 3984.073 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 53°27'06" West 15.000 feet; thence North 36°33'00" West 115.081 feet; thence South 53°20'20" West 28.485 feet; thence North 36°39'40" West 15.000 feet; thence North 53°20'20" East 28.515 feet; thence North 36°33'00" West 84.416 feet; thence North 25°18'00" West 49.487 feet to a point on a 807.500 foot radius tangent curve to the right, (radius bears North 64°42'00" East, Chord: North 22°39'00" West 74.668 feet); thence along the arc of said curve 74.695 feet through a central angle of 05°18'00"; thence North 20°00'00" West 39.680 feet to a point on the Southerly Right-of-Way Line of proposed Pipestone Way and a point on a 233.000 foot radius non tangent curve to the left, (radius bears North 15°29'48" West, Chord: North 72°39'25" East 15.016 feet); thence along said proposed Pipestone Way and the arc of said curve 15.019 feet through a central angle of 03°41'35"; thence South 20°00'00" East 3.690 feet; thence North 70°00'00" East 14.000 feet; thence South 20°00'00" East 15.000 feet; thence South 70°00'00" West 14.000 feet; thence South 20°00'00" East 20.293 feet to a point on a 792.500 foot radius tangent curve to the left, (radius bears North 70°00'00" East, Chord: South 22°39'00" East 73.281 feet); thence along the arc of said curve 73.308 feet through a central angle of 05°18'00"; thence South 25°18'00" East 48.010 feet; thence South 36°33'00" East 96.496 feet; thence North 53°27'13" East 186.731 feet; thence North 36°32'47" West 5.500 feet; thence North 53°27'13" East 9.573 feet; thence North 36°32'47" West 4.904 feet; thence North 53°27'13" East 24.024 feet; thence North 36°32'47" West 231.080 feet to said Southerly Right-of-Way Line of proposed Pipestone Way; thence along said proposed Pipestone Way North 53°27'06" East 15.000 feet; thence North 53°27'13" East 15.000 feet; thence South 36°32'47" East 70.496 feet; thence North 53°27'13" East 39.765 feet; thence South 36°32'47" East 15.000 feet; thence South 53°27'13" West 8.499 feet; thence South 36°32'49" East 15.488 feet; thence South 53°27'11" West 20.500 feet; thence South 36°32'47" East 6.507 feet; thence North 53°27'00" East 119.441 feet; thence South 36°32'47" East 15.000 feet; thence South 53°27'00" West 130.207 feet; thence South 36°32'47" East 108.589 feet; thence North 53°27'13" East 10.774 feet; thence South 36°33'00" East 46.787 feet; thence South 53°27'00" West 15.000 feet; thence North 36°33'00" West 8.884 feet; thence South 53°27'00" West 10.774 feet; thence North 36°33'00" West 22.904 feet; thence South 53°27'13" West 9.025 feet; thence South 36°32'47" East 10.404 feet; thence South 53°27'13" West 211.303 feet; thence South 36°33'00" East 101.524 feet to the point of beginning.

Property contains 0.401 acres, 17468 square feet.

(Line 5)

A fifteen (15) foot wide waterline easement, located in the Southwest Quarter of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement being more particularly described as follows:

Beginning at a point on the Northerly Right-of-Way Line of proposed Pipestone Way, said point lies North 89°57'41" East 287.812 feet along the Daybreak Baseline Northeast (being North 89°57'41" East 10613.975 feet between the Northwest Corner of Section 13, T3S, R2W and the Northeast Corner of Section 18, T3S, R1W) and South 3513.822 feet from the Northwest Corner

Exhibit A

of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 36°33'00" West 16.000 feet; thence South 53°27'00" West 15.000 feet; thence South 36°33'00" East 16.000 feet to a point on said Northerly Right-of-Way Line; thence North 53°27'06" East 15.000 feet along said Northerly Right-of Way Line to the point of beginning.

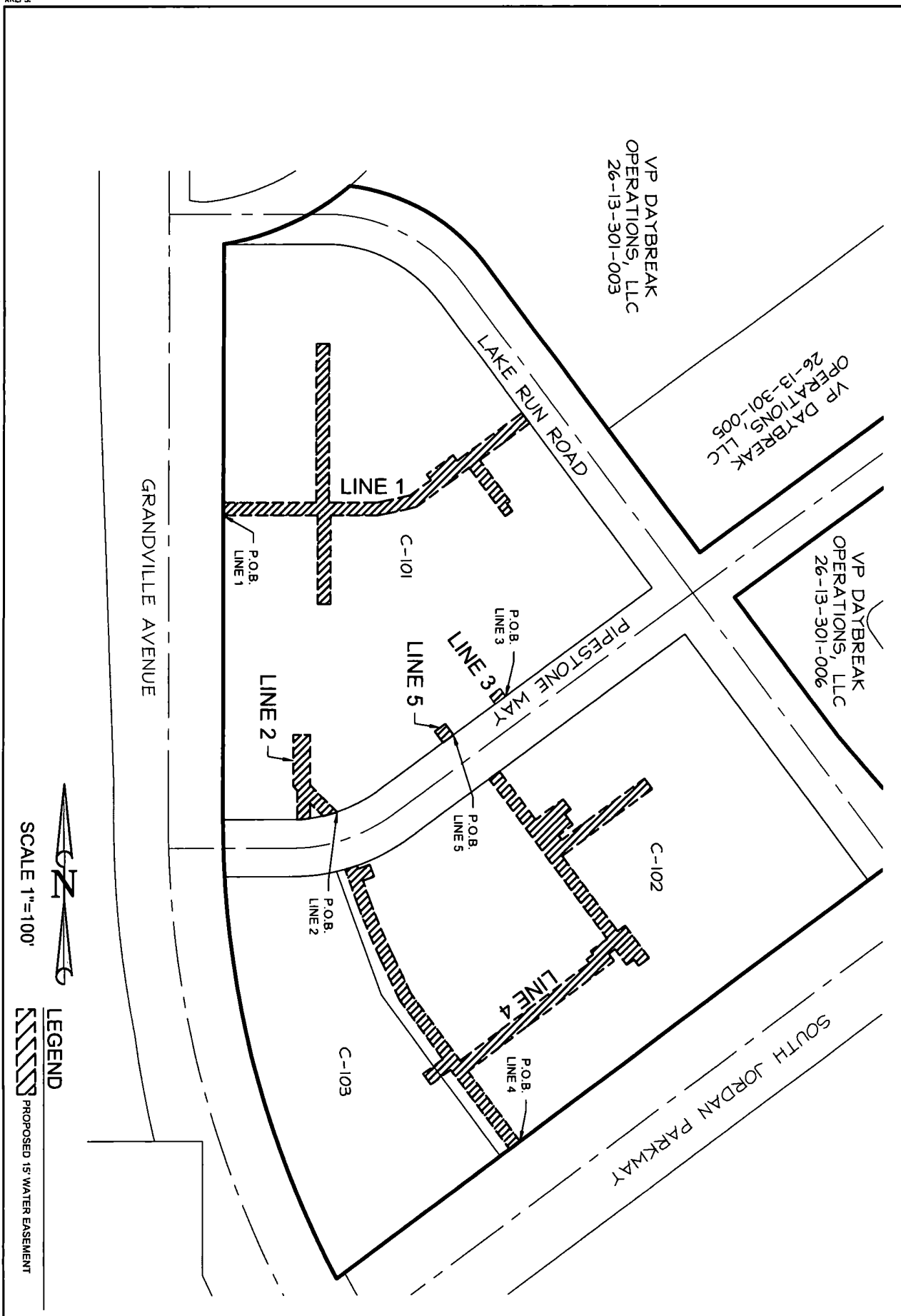
Property contains 0.006 acres, 240 square feet.

Exhibit A
EXHIBIT A - CONTINUED

DEPICTION OF EASEMENT AREA

[ATTACH PERIGEE CONSULTING DRAWING]

XREFS:
 00755 Novel Daybreak Stations\Survey\Exhibits\2021-02-23 00755 Novel Water easements.dwg, 3/9/2021 4:25:28 PM, DWG To PDF.PK3



SCALE 1"=100'



LEGEND
 PROPOSED 15' WATER EASEMENT

DATE:	TIME:
NETWORK:	
PATH:	
DWG NAME:	
LAYOUT:	
DESIGNER:	MGR:
SHEET NUMBER	
JOB NUMBER	00755

PERIGEE CONSULTING
 CIVIL • STRUCTURAL • SURVEY

8000 SOUTH 1500 WEST, SUITE 100
 BLDG 1000A TEL: 801.963.8211 FAX: 801.963.8212

WEST JORDAN, UT 84088
 WWW.PERIGEECONSULTING.COM

EXHIBIT A
 WATER EASEMENTS
 NOVEL

PREPARED FOR: CRESCENT COMMUNITIES DATE SUBMITTED: 11-17-2020

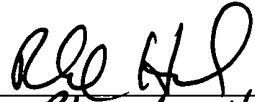
LENDER'S CONSENT AND SUBORDINATION

WATERLINE EASEMENT AGREEMENT-
PARCEL I.D. # 26-13-301-003
VILLAGE 10 NORTH PLAT 3
(TO SOUTH JORDAN CITY)

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 WATERLINE EASEMENT AGREEMENT, DATED AS OF MARCH 4, 2021, BY AND BETWEEN VP DAYBREAK OPERATIONS LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND SOUTH JORDAN CITY, A UTAH MUNICIPALITY (THE "AGREEMENT"), TO WHICH THIS LENDER'S CONSENT AND SUBORDINATION IS ATTACHED.

THE UNDERSIGNED LENDER HEREBY CONSENTS TO THE AGREEMENT 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 AGREEMENT. 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: Rhonda Hargis
Title: Vice President

[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 March 2, 2021, before me, **Lori Beckman, a Notary Public**, personally appeared **Rhonda Harold** 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]

