



**RECORDING REQUESTED BY:**

CLAYTON PROPERTIES GROUP II, INC.  
c/o Third Cadence  
489 W. South Jordan Parkway, Suite 200  
South Jordan, Utah 84095  
Attention: Gary Langston

**WHEN RECORDED MAIL TO:**

DAYBREAK COMMUNITY ASSOCIATION  
11274 S. Kestrel Rise Road, Suite F  
South Jordan, Utah 84009  
Attention: Cindy Spillane

Tax Parcel Number(s): 26-23-387-035, 26-23-387-036, 26-23-387-037, and 26-23-387-038.

**IRRIGATION EASEMENT AGREEMENT**

THIS IRRIGATION EASEMENT AGREEMENT (this "**Agreement**") dated 8<sup>th</sup> of November, 2022 (the "**Effective Date**"), is made and entered into by and between **CLAYTON PROPERTIES GROUP II, INC.**, a Colorado corporation dba Oakwood Homes ("**Grantor**"), and **DAYBREAK COMMUNITY ASSOCIATION, INC.**, a Utah non-profit corporation ("**Grantee**").

**RECITALS**

**A.** Grantor owns those certain parcels of real property situated in Salt Lake County, Utah, Salt Lake County, known as Lot 480, 481, 482, and 483 of the Daybreak Village 7 Plat 4 Subdivision Amending a Portion of Lot 100-A of the Daybreak Village 7 Subdivision Amended, Recorded, according to the official plat thereof recorded in the office of the Salt Lake County Recorder on May 12, 2022, as Entry No. 13950994, also known as Assessor Parcel Numbers 26-23-387-035, 26-23-387-036, 26-23-387-037, and 26-23-387-038 (collectively, the "**Property**").

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

**AGREEMENT**

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

- 1. IRRIGATION EASEMENT.** Grantor hereby grants to Grantee without

warranty or representation, a perpetual, non-exclusive easement, right of access and right of way (the "**Easement**") for the construction, alteration, improvement, repair, enlargement, rebuilding, inspection and maintenance of an irrigation system, together with all related pipelines, 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 depicted on Exhibit "A-1".

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. 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 such actions do 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 which impair Grantee's rights under this Agreement. Grantor agrees that landscaping and other improvements shall be done in such a manner that does not unreasonably impede access to the entire Easement Area, which shall be unimpeded and shall exclude the planting of trees or other deep-rooted plants.

4. **REPAIR.** Grantor and its representatives, heirs, successors or assigns shall be responsible for the cost and related expenses for damages caused to any portion of Grantee's irrigation system located within the Easement Area, but only if such damage is caused by Grantor or its representatives, heirs, agents, contractors, successors or assigns. Grantor shall not make any repairs or modifications to the irrigation system without Grantee's approval. Grantee shall promptly repair and restore any structure, fence, paving, landscaping (excluding any trees and deep-rooted plants within the Easement Area) that is damaged or altered by Grantee in exercising its rights under the Easement granted hereunder. Grantor understands that any improvements made on the Easement Area which unreasonably impair access to the Easement may be subject to removal to allow Grantee access to the Easement Area.

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 Claims or 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 any acts or omissions of Grantor in breach of its obligations 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.

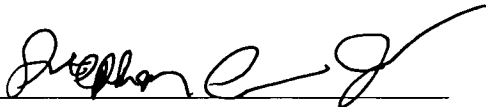
**12. APPLICABLE LAW.** The Agreement shall be construed and interpreted under, and governed and enforced according to, the laws of the State of Utah without regard for that state's principles of conflict of law.

*[Signatures on following pages]*



**GRANTEE:**

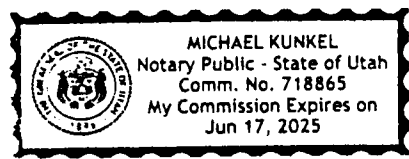
**DAYBREAK COMMUNITY ASSOCIATION, INC.**, a Utah non-profit corporation

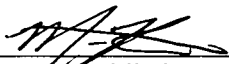
By:   
Name: Stephen Cameron Jackson  
Its: President, Board of Directors

STATE OF UTAH            )  
  )  
COUNTY OF SALT LAKE )

On November 8, 2022, personally appeared before me, a Notary Public, Stephen Cameron Jackson, the President of DAYBREAK COMMUNITY ASSOCIATION, INC., a Utah non-profit 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 DAYBREAK COMMUNITY ASSOCIATION, INC., a Utah non-profit corporation.

WITNESS my hand and official Seal.



  
Notary Public in and for said State

My commission expires: June 17, 2025

[SEAL]

Exhibit A  
**EXHIBIT A**

**LEGAL DESCRIPTION OF EASEMENT AREA**

Beginning at a Northerly Corner of Lot P-133 of the Daybreak Village 7 Plat 4 subdivision, said point lies South 89°56'14" West 59.237 feet along the Section Line and North 125.369 feet from the South Quarter Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence said Lot P-133 North 85°38'19" West 6.837 feet; thence North 47°21'50" East 143.953 feet to a point on the Southwesterly Line of Lot 480 of said Daybreak Village 7 Plat 4; thence along said Lot 480 North 62°52'22" West 3.197 feet; thence North 47°21'50" East 44.386 feet to a point on a 85.000 foot radius tangent curve to the right, (radius bears South 42°38'10" East, Chord: North 57°14'48" East 29.177 feet); thence along the arc of said curve 29.322 feet through a central angle of 19°45'55" to the Southerly Right-of-Way Line of Franciscotti Drive and a point of reverse curvature with a 228.000 foot radius non tangent curve to the left, (radius bears North 06°23'06" East, Chord: South 87°31'44" East 31.126 feet); thence along said Franciscotti Drive and the arc of said curve 31.150 feet through a central angle of 07°49'40" to a Northerly Corner of said Lot P-133 and a point of compound curvature with a 77.000 foot radius tangent curve to the left, (radius bears South 01°26'34" East, Chord: South 67°57'38" West 54.175 feet); thence along said Lot P-133 the following (2) courses: 1) along the arc of said curve 55.360 feet through a central angle of 41°11'36"; 2) South 47°21'50" West 182.570 feet to the point of beginning.

Property contains 0.031 acres, 1355 square feet.

Exhibit A  
**EXHIBIT A-1**

**DEPICTION OF EASEMENT AREA**

