

WHEN RECORDED, MAIL TO:

South Jordan City
1600 West Towne Center Drive
South Jordan, Utah 84095

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09/25/2024 09:15 AM By: tpham Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SOUTH JORDAN CITY
1600 WEST TOWNE CENTER DRIVESOUTH JORDAN, UT 84095



Affects Parcel No.: 26-24-101-008
Daybreak Urban Center Plat 2

GRANT OF SIDEWALK EASEMENT

This Sidewalk Easement Agreement ("**Easement Agreement**") is entered into this 33 day of September, 2024 by and between VP DAYBREAK DEVCO LLC, a Utah limited liability company ("**Grantor**"), and CITY OF SOUTH JORDAN a municipal corporation of the State of Utah, ("**Grantee**").

RECITALS

The following Recitals are a material part of this agreement:

- A. The Grantor(s) are the legal owners of the properties situated in Salt Lake County, Utah, and are legally described as follows and depicted graphically as Exhibit A (the "Property").
- B. The Grantee intends to construct, maintain, and use a public sidewalk ("Sidewalk") along the frontage of the Property as part of its public infrastructure.

A fourteen (14) foot wide sidewalk easement, located in the Northwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement more particularly described as follows:

Beginning at a point on a 25.000 foot radius non tangent curve to the right, (radius bears North 82°43'12" East, Chord: North 24°40'05" East 26.458 feet), said point lies West 20.216 feet and North 4449.651 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian (Basis of bearings is the Daybreak Baseline Southeast being South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and running thence along the arc of said curve 27.880 feet through a central angle of 63°53'46"; thence North 56°36'58" East 53.685 feet to a point on a 320.500 foot radius tangent curve to the left, (radius bears North 33°23'02" West, Chord: North 51°08'13" East 61.206 feet); thence along the arc of said curve 61.300 feet through a central angle of 10°57'31"; thence North 45°39'27" East 82.830 feet to a point on a 17.000 foot radius non tangent curve to the right, (radius bears South 44°20'38" East, Chord: North 85°34'29" East 21.818 feet); thence along the arc of said curve 23.688 feet through a central angle of 79°50'13"; thence South

45°39'27" West 99.564 feet to a point on a 334.500 foot radius tangent curve to the right, (radius bears North 44°20'33" West, Chord: South 51°08'13" West 63.880 feet); thence along the arc of said curve 63.977 feet through a central angle of 10°57'31"; thence South 56°36'58" West 76.135 feet to the point of beginning.

Property contains 0.073 acres, 3189 square feet.

AGREEMENT

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

1. Grant of Easement.

1.1 Grantor(s) hereby grants to the Grantee a perpetual, non-exclusive easement ("Easement") for the purpose of constructing, reconstructing, repairing, maintaining, and using a public sidewalk as shown on the exhibit approved by the Grantee, which shall be attached hereto as Exhibit A, along the frontage of the Property.

1.2 The Grantor(s) shall not obstruct, interfere with, or impair the Grantee's use of the Easement for the construction, maintenance, or use of the Sidewalk.

1.3 The Grantor(s) shall be responsible for the maintenance and repair of any improvements, landscaping, or other features located within the Easement area that are not part of the Sidewalk.

2. Indemnification. The Grantor(s) agrees to indemnify, defend, and hold harmless the Grantee from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the Grantor's breach of any provision of this Agreement or any negligent or willful act or omission of the Grantor.

3. Recordation. This Easement Agreement shall be recorded in the real property records of Salt Lake County, State of Utah.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

[Signatures on Following Page]

Executed this 23 day of September, 2024

GRANTOR:

VP DAYBREAK DEVCO LLC
a Utah limited liability company

By: LHMRE, LLC

Its: Operating Manager

By: [Signature]

Name: Michael Kunkel

Its: Treasurer

ACKNOWLEDGEMENT

State of Utah)

) ss.

County of Salt Lake)

The foregoing instrument was acknowledged before me this 23 day of September, 2024.
by ~~John Kunkel~~, the Treasurer of VP DAYBREAK
DEVCO, LLC a Utah limited liability company.

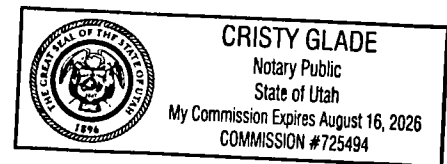
Michael Kunkel

[Signature]

Notary Public

My Commission Expires: August 16, 2026

Residing at: Sandy, Ut



MOUNTAIN VIEW
CORRIDOR

UTAH POWER & LIGHT CO
26-23-200-002

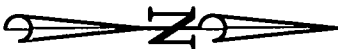
UDOT
26-23-200-013

HOMEPLATE DRIVE
P.O.B.

14.00'

BALLPARK WAY

SCALE 1"=100'



PERIGEE
CONSULTING
CIVIL • STRUCTURAL • SURVEY

8088 SOUTH 1800 WEST, SUITE 100
801.888.6004 TEL. 801.888.8871 FAX

WEST JORDAN, UT 84088
WWW.PERIGEECIVIL.COM

URBAN CENTER PLAT 2 SIDEWALK EASEMENT - HOMEPLATE DRIVE

PREPARED FOR: LHMRE

SHEET 2 OF 2