

WHEN RECORDED, MAIL TO:

South Jordan City  
1600 West Towne Center Drive  
South Jorda, UT 84095

14355093 B: 11554 P: 9641 Total Pages: 7  
03/07/2025 09:44 AM By: tpham Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: SOUTH JORDAN CITY  
1600 W TOWNE CENTER DR SOUTH JORDAN, UT 84095



**South Station Plat 7**  
**UTILITY EASEMENT AND AGREEMENT**

This UTILITY EASEMENT AND AGREEMENT (this “**Agreement**”) is made and entered into effective as of the 6\_\_ day of March\_,2025 (the “**Effective Date**”), by and between VP DAYBREAK OPERATIONS LLC, a Delaware 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. Grantor is the owner of that certain real property located in Salt Lake County, Utah, with the legal description of the properties attached hereto as Exhibit A (the “**Grantor Property**”).
- B. Grantee desires to obtain and Grantor is will to convey a perpetual utility easement over the Grantor Property subject to the terms and conditions of this Agreement.
- C. “Utilities” or “utility” are defined herein to include all utility facilities, pipes, channels, ponds, ditches, boxes, facilities, and all related appurtenances owned and operated by Grantee for the storm drainage, storm sewer, sanitary sewer, and sewer.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**TERMS AND CONDITIONS**

1. **Grant of Easement.** Grantor does hereby convey, without warranty, unto Grantee for the benefit of Grantee a perpetual easement (the “**Utility Easement**”) under and across that portion of the Grantor Property more particularly described and depicted on **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Utility Easement Area**”). Grantor shall ensure, guarantee, and warrant that no other easements or licenses shall be granted to any other person or entity on, over, or under the Utility Easement Area and that no above or below ground improvements, buildings, or facilities of any kind shall be constructed or maintained on the Utility Easement Area, except as otherwise approved by Grantee in writing.

2. **Access.** Grantee and its agents, servants, employees, consultants, contractors and subcontractors shall have the right to enter upon the Utility Easement Area solely for the purposes permitted by this Agreement. Grantee shall enter upon the Utility Easement Area at its sole risk and hazard, and Grantee hereby releases Grantor from any and all claims relating to the condition of the Utility Easement Area and the entry upon the Utility Easement Area by Grantee.

3. **Purposes of the Utility Easement.** The purpose of this Utility Easement is to allow the construction of the Utilities by Grantor and its successors, assigns, and agents in order to meet Grantee's development standards for the subdivision and development and to allow Grantee the ability to maintain the Utilities after acceptance in writing. Grantor or its successors, associates, assigns, and agents shall be responsible for the proper and timely construction and installation of the Utility Improvements per Grantee's standards. Upon the proper and timely construction of the Utilities and acceptance in writing by Grantee per Grantee's development standards, Grantee, at its sole cost and expense, shall maintain the Utility Improvements in good order and condition, except for repair of the Utilities during the 1-year warranty period per Grantee's development standards, during which time the Utilities shall be maintained and repaired by the developer of the subdivision or project. Grantee shall also have the right to repair, replace, restore, and relocate the Utilities within the Utility Easement Area. In doing so, Grantee shall restore the Grantor Property to the same condition prior to Grantee's entry. Notwithstanding the obligations of this Section 5, Grantor recognizes that the nature of the utility improvements may result in the inability of Grantee to fully restore the Grantor Property. So long as Grantee uses its best efforts to fully restore Grantor Property, Grantor waives the right to require strict performance of Grantee's restoration requirements under this paragraph.

4. **Replacement of Utility Easement with Subdivision Plat Recordation.** Upon the recordation of a subdivision plat with the Salt Lake County Recorder's Office per Grantee's development standards, which shall provide the equivalent replacement of the easements in this Agreement in favor of Grantee, the Utility Easement shall automatically be deemed superseded and replaced, but only with respect to such portion of the Property over which a subdivision plat is recorded. Upon such subdivision plat recordation, the rights and obligations in this Agreement shall be of no force or effect so long as the equivalent right of Grantee are granted in such recorded subdivision plat. For the remainder of Grantor's Property that is not subdivided pursuant to a recorded subdivision plat, this Agreement shall continue in full force and effect.

5. **Notices.** All notices, demands, statements, and requests (collectively, the "Notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the Party to whom the notice is addressed or if such Party is not available the date such notice is left at the address of the Party to whom it is directed, (ii) on the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or

certified mail, return receipt requested, (iii) on the date the notice is delivered by a courier service (including Federal Express, Express Mail, Lone Star or similar operation) to the address of the Party to whom it is directed, provided it is sent prepaid, return receipt requested, or (iv) on the date the notice is sent by electronic mail with both a delivery and read receipt received by the sender. The addresses of the signatories to this Agreement are set forth below:

If to Grantor:

VP DAYBREAK OPERATIONS LLC  
a Delaware limited liability company  
9350 S 150 E, Suite 800  
Sandy, UT 84070

If to Grantee:

City of South Jordan  
Ray Garrison – Public Works Director  
1600 W. Towne Center Drive  
South Jordan, UT 84095  
[rgarrison@sjc.utah.gov](mailto:rgarrison@sjc.utah.gov)

With a copy to:

Ryan Loose  
City Attorney  
1600 W. Towne Center Drive  
South Jordan, UT 84095  
[rloose@sjc.utah.gov](mailto:rloose@sjc.utah.gov)

6. **Miscellaneous.**

**6.1. Binding Effect.** Except as expressly stated herein, the provision of this Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as the successors and assigns of such Persons.

**6.2. Partial Invalidity.** If any term, covenant or condition of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable,

the remainder of this Agreement or the application of such term, covenant or condition to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Agreement shall be valid and shall be enforced to the extent permitted by law.

**6.3. Captions.** The caption and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants or conditions contained herein.

**6.4. Gender.** In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

**6.5. Relationship of the Parties.** Nothing contained herein shall be construed to make the parties hereto partners or joint venturers, or render any of such parties liable for the debts or obligations of the other party hereto.

**6.6. Amendment.** This Agreement may be canceled, changed, modified or amended in whole or in part only by the written and recorded agreement of the Parties or their successor and assigns (as determined by the provisions herein).

**6.7. Counterparts.** This Agreement may be executed in any number of counterparts and each such counterpart hereof shall be deemed to be an original instrument, but all of such counterparts shall constitute but one Agreement.

**6.8. Attorney Fees.** In the event any legal action or proceeding for the enforcement of any right or obligations herein contained is commenced, the prevailing party in such action or proceeding shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

**6.9. Assignment.** Grantee may not at any time during this Agreement assign its rights and obligations under this Agreement without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole and absolute discretion and for any reason or no reason at all.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Executed this 6 day of March, 2025

**GRANTOR:**

VP DAYBREAK OPERATIONS LLC  
a Delaware limited liability company

By: LHMRE, LLC

Its: Operating Manager

By: Michael Kunkel

Name: Michael Kunkel

Its: Treasurer

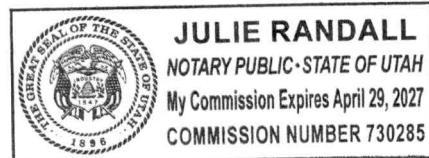
**ACKNOWLEDGEMENT**

State of Utah )  
 ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 6th day of March, 2025.  
by Michael Kunkel, the Treasurer of LHMRE, LLC, the  
Operating Manager of VP DAYBREAK OPERATIONS LLC.

My Commission Expires: April 29, 2027

Julie Randall  
Notary Public



## EXHIBIT A

### Daybreak South Station Plat 7 Offsite Public Utility Easement

Beginning at a point on the Northeast Right-of-Way Line of Grandville Avenue, said point lies South 89°55'30" East 812.650 feet along the Daybreak Baseline Southeast (Basis of bearings is 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 North 5506.248 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Grandville Avenue North 36°32'54" West 13.000 feet; thence North 53°27'06" East 175.277 feet; thence North 46°19'36" East 24.187 feet; thence North 53°27'06" East 304.618 feet; thence North 36°32'54" West 81.333 feet to a point on a 181.500 foot radius tangent curve to the right, (radius bears North 53°27'06" East, Chord: North 29°01'54" West 47.487 feet); thence along the arc of said curve 47.623 feet through a central angle of 15°02'01"; thence North 21°30'53" West 140.400 feet to a point on a 218.500 foot radius tangent curve to the left, (radius bears South 68°29'07" West, Chord: North 29°01'54" West 57.168 feet); thence along the arc of said curve 57.332 feet through a central angle of 15°02'01"; thence North 36°32'54" West 281.645 feet; thence South 53°27'06" West 554.004 feet to said Northeast Right-of-Way Line of Grandville Avenue; thence along said Grandville Avenue North 36°32'54" West 13.000 feet; thence North 53°27'06" East 567.004 feet; thence South 36°32'54" East 294.645 feet to a point on a 231.500 foot radius tangent curve to the right, (radius bears South 53°27'06" West, Chord: South 29°01'54" East 60.569 feet); thence along the arc of said curve 60.743 feet through a central angle of 15°02'01"; thence South 21°30'53" East 140.400 feet to a point on a 168.500 foot radius tangent curve to the left, (radius bears North 68°29'07" East, Chord: South 29°01'54" East 44.086 feet); thence along the arc of said curve 44.212 feet through a central angle of 15°02'01"; thence South 36°32'54" East 94.333 feet; thence South 53°27'06" West 316.808 feet; thence South 46°19'36" West 24.187 feet; thence South 53°27'06" West 176.087 feet to the point of beginning.

Property contains 0.505 acres, 22001 square feet.

