

14389927 B: 11574 P: 3771 Total Pages: 7
05/28/2025 11:35 AM By: ErRomero Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

WHEN RECORDED RETURN TO:
Daybreak Community Association, Inc.
11248 S. Kestrel Rise Road, Ste. 201
South Jordan, UT 84009

SEND TAX BILLS TO:
Daybreak Community Association, Inc.
11248 S. Kestrel Rise Road, Ste. 201
South Jordan, UT 84009

Parcel Nos.: 27-19-103-042, 27-19-107-041, 27-19-109-002, and 27-19-107-017

GIFT DEED

This GIFT DEED (this "**Deed**"), dated as of the 24 day of April 2025 (the "**Effective Date**"), is made and entered into by and between IVORY DEVELOPMENT, LLC ("**Grantor**"), and DAYBREAK COMMUNITY ASSOCIATION, INC., a Utah nonprofit corporation ("**Grantee**") (Grantor and Grantee are occasionally referred to herein individually as a "**Party**" and collectively as the "**Parties**"), with reference to the following:

A. Grantor owns certain real property in Salt Lake County, State of Utah, as described on Exhibit A attached hereto and incorporated herein (the "**Land**").

B. The Land is located within a master planned community project located in South Jordan City commonly known as *Daybreak* and is governed by that certain Community Charter for Daybreak, recorded on February 27, 2004 as Entry No. 8989518, in Book 8950, beginning at page 7784 of the official records of the Salt Lake County Recorder, as amended and/or supplemented from time to time (collectively, the "**Community Charter**"); and that certain Covenant for Community recorded on February 27, 2004 as Entry No. 8989517, in Book 8950, beginning at page 7722 of the official records of the Salt Lake County Recorder, as amended and/or supplemented from time to time (collectively, the "**Covenant**"); and that certain Supplement to Community Charter for Daybreak Establishing a Service Area for Harbor Village at Daybreak Project Also Known as Marina Village at Daybreak recorded on January 22, 2020 as Entry No. 13174895, in Book 10887, beginning at page 3006 of the official records of Salt Lake County Recorder, as amended and/or supplemented from time to time.

C. Grantor and Grantee intend this Deed to create a fee simple determinable in Grantee, so that fee simple title to the Land or portions thereof will be held and owned by Grantee, its successors and assigns, for so long as the Land is used for the Acceptable Purposes (defined below).

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions.** Capitalized terms used in this Deed without otherwise being defined shall have the meanings set forth in the Community Charter. In the event of any inconsistency or conflict between the provisions of this Deed and the Community Charter, the Community Charter shall control.

2. **Quitclaim.** Grantor hereby quitclaims to Grantee all of Grantor's right, title and interest to the Land and the improvements thereon, subject to all reservations contained in this Deed, all building codes, and other applicable laws, ordinances and governmental regulations affecting the Land, all encumbrances of record, including those contained in the Community Charter, and in the Covenant, and all easements, restrictions, rights-of-way, covenants or other property interests enforceable at law or in equity, shortages in area and all other matters that would be disclosed by an accurate survey or inspection of the Land, all unpaid taxes and assessments for the year 2023 and all subsequent years.

3. **Common and Limited Common Areas.** Grantor and Grantee agree that the Land shall be deemed "Common Area" and/or "Limited Common Area" FOR THE MARINA VILLAGE BENEFITTED SERVICE, as applicable, under the Community Charter, and Grantee shall manage and maintain the Land as prescribed by the Community Charter AND THE SUPPLEMENTAL DECLARATION FOR THE MARINA VILLAGE BENEFITTED SERVICE AREA OF DAYBREAK. Grantor and Grantee agree that during the Founder Control Period the Land shall (subject to Grantor's rights hereunder) be used exclusively by the residents of Marina Village Benefitted Service Area of Daybreak and their guests and invitees. If, during the Founder Control Period, Grantor and Grantee determine that the Land (or any part thereof) shall be open to public access, Grantee shall allow public access to such land with restrictions as agreed to by Grantor and Grantee, or if requested by Grantor, Grantee shall record a perpetual public access easement, a conservation easement and/or such other document as Grantor requires, on or across such land for the benefit of the public and/or the City, such easement and/or document in form and substance acceptable to Grantor.

4. **General Provisions.**

(a) Each Party shall, whenever and as often as it shall be requested by the other Party, promptly execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents as may be necessary in order to complete and evidence the assignment, conveyance and transfer herein provided and to do all things as may be reasonably requested in order to carry out the intent and purpose of this Deed.

(b) If any provision herein shall be held invalid or unenforceable by any court of competent jurisdiction or as a result of future legislative action, and if the rights or obligations of any Party under this Deed will not be materially and adversely affected thereby, (i) such holding or action shall be strictly construed; (ii) such provision shall be fully severable; (iii) this Deed shall be construed and enforced as if such provision had never comprised a part hereof; (iv) the remaining provisions of this Deed shall remain in full force and effect and shall not be affected by the invalid or unenforceable provision or by its severance from this Deed and (v) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Deed a legal, valid and enforceable provision as similar in terms to such illegal, invalid and unenforceable provision as may be possible.

(c) Nothing contained in this Deed shall be construed to create a partnership or joint venture between the Parties or their successors in interest.

(d) The execution, delivery, and performance of this Deed has been duly authorized by all necessary action of the Parties, and when duly executed and delivered, will be a legal, valid and binding obligation, enforceable in accordance with its terms.

(e) No change, modification, addition, or termination of this Deed shall be enforceable unless in writing and signed by the Party against whom enforcement is sought.

(f) The headings of the Sections contained herein are for convenience only and do not define, limit, or construe their contents.

(g) This Deed shall be governed by and interpreted in accordance with the laws of the State of Utah.

(h) In the event of any litigation by any Party to enforce the terms of this Deed, the prevailing Party in such litigation shall be entitled to receive from the other Party payment of attorneys' fees incurred (whether before or after commencement of such litigation) by the prevailing Party.

(i) This Deed may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signatures on following page]

Executed to be effective as of the Effective Date.

Grantor:

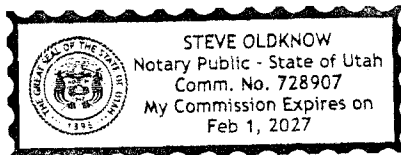
IVORY DEVELOPMENT, LLC

By: [Signature]
Name: Kevin Anglesey
Its: Secretary

STATE OF UTAH)
COUNTY OF SALT LAKE)

On April 24, 2025, before me, a notary public, personally appeared
Kevin Anglesey, proved on the basis of satisfactory evidence to be the person
whose name is subscribed to this document, and acknowledged that he/she executed the same for its
stated purpose on behalf of **Ivory Development, LLC**.

[Signature]
(notary signature)



Grantee:

DAYBREAK COMMUNITY ASSOCIATION,
INC.,

a Utah nonprofit corporation

By: Tara B. Donnelly
Name: Tara B. Donnelly
Its: Treasurer, Board of Directors DCA

STATE OF UTAH)
COUNTY OF SALT LAKE)

On May 5, 2025, before me, a notary public, personally appeared
Tara B. Donnelly, proved on the basis of satisfactory evidence to be the person
whose name is subscribed to this document, and acknowledged that he/she executed the same for its
stated purpose on behalf of **Daybreak Community Association, Inc. a Utah nonprofit corporation.**

(notary signature)

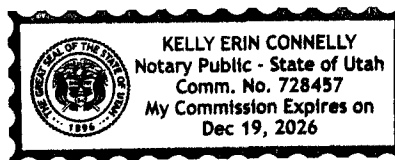


Exhibit A
(Legal Description)

Private Lanes 1, 2 & 3, Daybreak Village 4 Harbor Plat 1

(Parcel Number 27-19-103-042)

Private Lane #1, Daybreak Village 4 Harbor Plat 2. Less and Excepting: Beginning South 36°33'03" East 44 feet from the Southwest corner of Lot 144, said subdivision; thence North 36°33'03" West 10.87 feet; thence North 86°13'15" East 20.08 feet; thence South 53°26'57" West 16.89 feet to beginning.

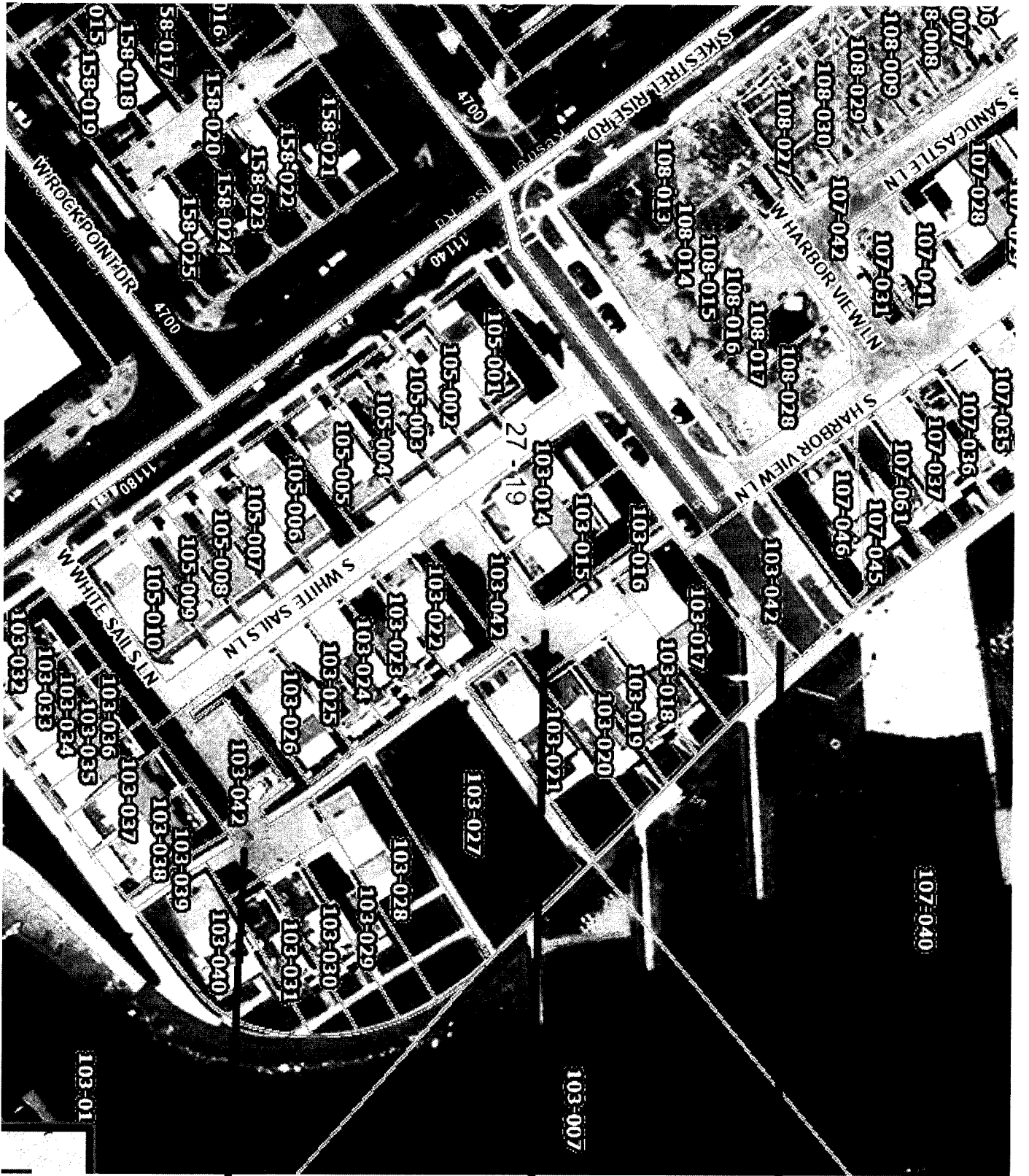
(Parcel Number 27-19-107-041)

Lot P-110, Daybreak Village 4 Harbor Plat 2

(Parcel Number 27-19-109-002)

Lot P-106, Daybreak Village 4 Harbor Plat 2

(Parcel Number 27-19-107-017)



Parcel 27-19-103-042

Private Lane 1
DCA "Master"
Common area

Private Lane 2
Macina V. Wayne BSA
Common area

Private Lane 3
Macina V. Wayne BSA
Common area