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**When Recorded, Mail To:**

Parkwood Homes of Utah, LLC  
352 Main Street, Suite 300  
Gaithersburg, Maryland 20878

Salt Lake County Parcel No. 26-13-490-001

13761577  
9/1/2021 11:47:00 AM \$40.00  
Book - 11232 Pg - 4075-4078  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE  
BY: eCASH, DEPUTY - EF 4 P.

**EASEMENT FOR WATER LATERAL**

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parkwood Homes of Utah, LLC, a Colorado limited liability company (“Grantor”), owner of Lot 242, Daybreak Village 4 West Plat 4 (Salt Lake County Parcel No. 26-13-490-001) located in the City of South Jordan, Salt Lake County, State of Utah (“Property”), hereby grants and conveys the Easement, identified below, to the record owners of the following properties and their respective successors in interest (collectively, “Grantees” and the lots described being the “Benefitted Lots”): (a) the owner of Lot 234, Daybreak Village 4 West Plat 4 (Salt Lake County Parcel No. 27-18-310-002); (b) the owner of Lot 235, Daybreak Village 4 West Plat 4 (Salt Lake County Parcel No. 27-18-310-003); and (c) the owner of Lot 236, Daybreak Village 4 West Plat 4 (Salt Lake County Parcel No. 27-18-310-005). The Easement shall be subject to the following terms.

1. **Scope of Easement.** As used in this instrument, the term “Easement” means, and is limited to, the perpetual right of Grantees to use the Easement Area, identified below, for the purposes of operating a private water lateral and maintaining, repairing, or replacing, as necessary, such private water lateral. Grantees shall perform any work authorized by the Easement promptly and shall restore the Property to the condition it was in prior to performing any such work. All costs incurred in exercising rights under the Easement shall be borne exclusively by Grantees in equal shares. In exercising any rights under the Easement, Grantees shall not unreasonably interfere with Grantor’s use of the Property for residential purposes. Grantees shall keep the property free from any liens arising from Grantees’ exercise of any rights under the Easement.

2. **Easement Area.** As used in this instrument, the term “Easement Area” means, and is limited to, that portion of the Property more particularly identified on **Exhibit A** attached hereto.

3. **Grantor’s Covenants.** Grantor covenants not to construct any building or other improvement on the Easement Area which would prevent the Grantees’ ability to exercise rights under the Easement.

4. **Indemnification.** Grantees take this instrument, and the Easement granted herein, subject to the obligation and duty to indemnify Grantor, and Grantor’s successors in interest, and their respective present, future, and former parent companies, both direct and indirect, subsidiaries, partnerships, joint ventures, owners, shareholders, members, managers, directors, officers, employees, representatives, agents, sureties, attorneys, and insurers (collectively, “Indemnified Parties”), from and against any and all actions, claims, damages, demands, expenses, fees,

injuries, lawsuits, liabilities, or losses, including attorney fees, incurred by, or asserted against, any of the Indemnified Parties, which arise from, or relate to, Grantees' exercise of any rights under the Easement.

5. **Enforcement.** In any action to interpret or enforce this instrument, the prevailing party will be entitled to recover costs and reasonable attorney fees. Venue for any such action will be proper in the state or federal courts situated in Salt Lake County, Utah. This instrument will be governed by the laws of the State of Utah without regard to conflicts of law principles.

6. **Run With Land.** This instrument and the Easement granted herein are intended to run with the land for the benefit of the Benefitted Lots and shall be binding on Grantor and Grantees and their respective successors in interest.

IN WITNESS WHEREOF, GRANTOR has executed this Easement this 1 day of September, 2021

**Parkwood Homes of Utah, LLC**  
A COLORADO LIMITED LIABILITY COMPANY

By: PARKWOOD HOLDING COMPANY INC,  
A COLORADO CORPORATION, ITS MANAGER  
Name: LOGAN WILCOX  
Title: VICE PRESIDENT  
Date: 9/1/21

STATE OF UT )  
COUNTY OF SALT LAKE ) :SS.

BY: Logan Wilcox

The foregoing instrument was acknowledged before me this 1 day of September, 2021, by Logan Wilcox the Vice President of Parkwood Homes of Utah, LLC, a Colorado limited liability company.



[Signature]  
NOTARY PUBLIC

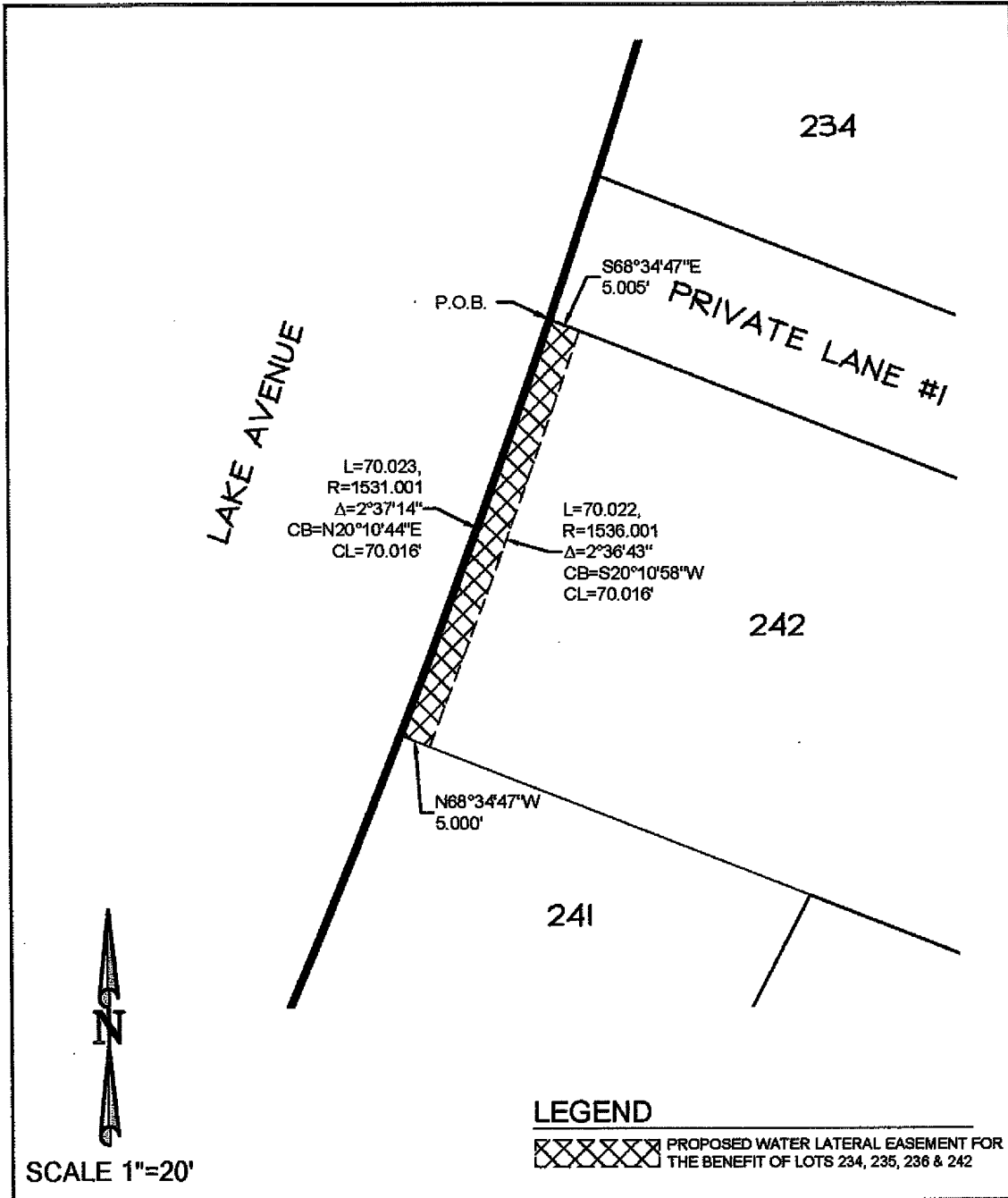
[SEAL]


**EXHIBIT A**

**(Description of Easement Area)**

Beginning at a North most Corner of Lot 242 of the Daybreak Village 4 West Plat 5 subdivision recorded as Entry No. 12831351 in Book 2018P at Page 288 in the office of the Salt Lake County Recorder, said point lies North  $00^{\circ}02'52''$  East 1602.641 feet along the Section Line and East 5349.605 feet from the Southwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Lot 242 South  $68^{\circ}34'47''$  East 5.005 feet to a point on a 1536.001 foot radius non tangent curve to the right, (radius bears North  $71^{\circ}07'23''$  West, Chord: South  $20^{\circ}10'58''$  West 70.016 feet); thence along the arc of said curve 70.022 feet through a central angle of  $02^{\circ}36'43''$  to the Southerly Line of said Lot 242; thence along said Lot 242 the following (2) courses: 1) North  $68^{\circ}34'47''$  West 5.000 feet to a point on a 1531.001 foot radius non tangent curve to the left, (radius bears North  $68^{\circ}30'39''$  West, Chord: North  $20^{\circ}10'44''$  East 70.016 feet); 2) along the arc of said curve 70.023 feet through a central angle of  $02^{\circ}37'14''$  to the point of beginning.

Property contains 0.008 acres, 350 square feet.



 <p><b>PERIGEE CONSULTING</b> CIVIL • STRUCTURAL • SURVEY</p> <p><small>ONE SOUTH 100 WEST, SUITE 100 DUBLIN, OHIO 43017-1001</small></p> <p><small>WEST JOURNAL OF MASS WWW.PARKWOODHOMES.COM</small></p>	<p align="center"><b>Water Lateral Easement</b> <b>Lots 242, Village 4 West Plat 4</b></p> <p><b>PREPARED FOR: PARKWOOD HOMES</b></p>
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N:\00672 Parkwood Homes Daybreak\Survey\Exhibit\2021-08-04 V4WP4-242 Water Lateral Easement.dwg, 8/4/2021 1:23:49 PM, DWG To PDF.pc3