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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: TBP, DEPUTY - WI 20 P.

Recording Requested by and
When Recorded, Mail To:

South Jordan City
Attn: Ryan Loose, Esq.
1600 West Towne Center Drive
South Jordan, Utah 84009

Tax Parcel Number(s): 26-22-401-002, 26-22-100-006

WATERLINE EASEMENT AGREEMENT

THIS WATERLINE EASEMENT AGREEMENT ("**Agreement**") dated MARCH 12, 2019, is made and entered into by and between **VP DAYBREAK INVESTMENTS LLC**, a Delaware limited liability company ("**Grantor**"), and **SOUTH JORDAN CITY**, a Utah municipality ("**Grantee**").

A. Grantor owns certain parcels of real property situated in Salt Lake County, Utah (collectively, the "**Property**").

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

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

1. WATERLINE EASEMENT. Grantor hereby grants to Grantee without warranty or representation, a perpetual, non-exclusive waterline easement, right of access and right of way (the "**Easement**") for the construction, alteration, improvement, repair, enlargement, rebuilding, inspection and maintenance of underground water transmission pipelines, together with all related 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 also depicted on Exhibit "A".

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. In such event, 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 it does 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.

4. **REPAIR.** Grantee shall promptly repair and restore in a reasonable manner any structure, fence, paving, landscaping, improvement or other part of the Property (or any adjacent property) that is damaged or altered by Grantee in exercising its rights in the Easement granted hereunder.

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 action, cause of action, suit, proceeding, claim or demand of any kind asserted by or against the Grantees (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 Grantor or its agents in exercising its right 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]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date and year first above written.

Grantor:

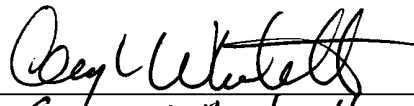
VP DAYBREAK INVESTMENTS LLC,
a Delaware limited liability company

By: Daybreak Communities LLC,
a Delaware limited liability company
Its: Project Manager

By: 
Ty McCutcheon, President & CEO

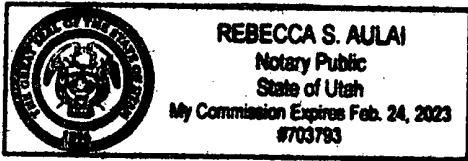
Grantee:

SOUTH JORDAN CITY,
a Utah municipality

By: 
Name: Gary L. Whatcott
Title: City Manager

ACKNOWLEDGMENT

On March 12, 2019, personally appeared before me, a Notary Public, Ty McCutcheon, President and CEO of Daybreak Communities LLC, a Delaware limited liability company, the Project Manager of VP DAYBREAK INVESTMENTS LLC, a Delaware limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of VP DAYBREAK INVESTMENTS LLC, a Delaware limited liability company.



WITNESS my hand and official Seal.

Rebecca S. Aulai

Notary Public in and for said State

My commission expires: 2/24/23

[SEAL]

ACKNOWLEDGMENT

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On May 16, 2019, personally appeared before me, a Notary Public,
Gary L. Whitcott, the City Manager of SOUTH JORDAN CITY,
a Utah municipal 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 SOUTH JORDAN CITY.

WITNESS my hand and official Seal.



Melanie Edwards
Notary Public in and for said State

My commission expires: January 29, 2022

[SEAL]

Exhibit A
EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

ZONE 8 WATER TRANSMISSION LINE EASEMENT:

Beginning at a point that lies North 89°49'08" West 592.536 feet along the Section Line and North 3364.282 feet from the Southeast Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence West 216.600 feet; thence South 00°37'23" West 14.855 feet; thence North 89°22'37" West 15.000 feet; thence North 00°37'23" East 14.691 feet; thence West 311.768 feet to a point on a 2007.391 foot radius non tangent curve to the right, (radius bears North, Chord: North 89°30'00" West 35.030 feet); thence along the arc of said curve 35.030 feet through a central angle of 00°59'59"; thence North 89°00'53" West 69.859 feet; thence South 00°51'04" West 12.442 feet; thence North 89°08'56" West 15.000 feet; thence North 00°51'04" East 12.477 feet; thence North 89°00'53" West 85.271 feet; thence South 45°59'07" West 7.071 feet; thence North 89°00'53" West 32.055 feet; thence South 00°02'36" West 81.552 feet to a point on a 2007.500 foot radius tangent curve to the right, (radius bears North 89°57'24" West, Chord: South 02°17'07" West 157.072 feet); thence along the arc of said curve 157.112 feet through a central angle of 04°29'03"; thence South 04°31'38" West 76.096 feet; thence South 73°59'30" East 21.107 feet; thence South 16°00'30" West 15.000 feet; thence North 73°59'30" West 18.060 feet; thence South 04°31'38" West 8.132 feet; thence South 50°30'56" West 13.634 feet; thence South 29°00'00" West 18.702 feet; thence South 30°00'00" West 332.785 feet to a point on a 1007.500 foot radius tangent curve to the right, (radius bears North 60°00'00" West, Chord: South 30°44'20" West 25.983 feet); thence along the arc of said curve 25.983 feet through a central angle of 01°28'40"; thence South 57°32'18" East 20.549 feet; thence South 32°27'42" West 15.000 feet; thence North 57°32'18" West 20.404 feet to a point on a 1007.500 foot radius non tangent curve to the right, (radius bears North 57°40'09" West, Chord: South 33°18'07" West 34.152 feet); thence along the arc of said curve 34.153 feet through a central angle of 01°56'32"; thence South 34°16'23" West 196.026 feet; thence South 55°43'37" East 16.000 feet; thence South 34°16'23" West 15.000 feet; thence North 55°43'37" West 16.000 feet; thence South 34°16'23" West 23.044 feet to a point on a 992.500 foot radius tangent curve to the left, (radius bears South 55°43'37" East, Chord: South 32°08'11" West 74.002 feet); thence along the arc of said curve 74.019 feet through a central angle of 04°16'23"; thence South 30°00'00" West 178.867 feet; thence North 60°00'00" West 32.102 feet to a point on a 807.500 foot radius tangent curve to the right, (radius bears North 30°00'00" East, Chord: North 59°26'27" West 15.763 feet); thence along the arc of said curve 15.764 feet through a central angle of 01°07'07"; thence South 29°00'00" West 27.657 feet; thence South 06°20'30" West 222.434 feet; thence South 37°36'36" East 41.579 feet; thence South 15°03'58" East 178.577 feet; thence South 06°27'12" West 59.894 feet to a point on a 1207.500 foot radius non tangent curve to the right, (radius bears South 06°29'47" West, Chord: South 82°33'11" East 40.057 feet); thence along the arc of said curve 40.059 feet through a central angle of 01°54'03"; thence South 81°36'10" East 34.647 feet; thence South 08°23'50" West 15.000 feet; thence North 81°36'10" West 34.647 feet to a point on a 1192.500 foot radius tangent curve to the left, (radius bears South 08°23'50" West, Chord: North 82°33'10" West 39.548 feet); thence along the arc of said curve 39.550 feet through a central angle of 01°54'01"; thence South 06°27'12" West 23.939 feet; thence North 83°32'48" West 15.000 feet; thence North 06°27'12" East 23.939 feet; thence North 83°32'48" West 32.806 feet; thence North 06°27'12" East 15.000 feet; thence South 83°32'48" East 32.806 feet; thence North 06°27'12" East 57.043 feet; thence North 15°03'58" West 172.737 feet; thence North 37°36'36" West 44.642 feet; thence North 06°20'30" East 3.473 feet; thence North 83°39'30" West 18.366 feet; thence North 06°20'30" East 15.000 feet; thence South 83°39'30" East 18.366 feet; thence North 06°20'30" East 213.020 feet; thence North 29°00'00" East 31.357 feet to a point on a 807.500 foot radius non tangent curve to the right, (radius bears North 32°11'02" East, Chord: North 57°11'08" West 17.771 feet); thence along the arc of said curve 17.771 feet through a central angle of 01°15'39"; thence North 33°26'42" East 15.000 feet to a point on a 792.500 foot radius non tangent curve to the left, (radius bears North 33°26'42" East, Chord: South 58°16'39" East 47.642 feet); thence along the arc of said curve 47.649 feet through a central angle of 03°26'42"; thence South 60°00'00" East 17.102 feet; thence North 30°00'00" East 163.867 feet to a point on a 1007.500 foot radius tangent curve to the right, (radius bears South 60°00'00" East, Chord: North 32°08'11" East 75.120 feet); thence along the arc of said curve 75.137 feet through a central angle of 04°16'23"; thence North 34°16'23" East 23.044 feet; thence North 55°43'37" West 64.000 feet; thence North 34°16'23" East 15.000 feet; thence South 55°43'37" East 64.000 feet; thence North 34°16'23" East 196.026 feet to a point on a 992.500 foot radius tangent curve to the left, (radius bears North 55°43'37" West, Chord: North 32°08'11" East 74.002 feet); thence along the arc of said curve 74.019 feet through a central angle of 04°16'23"; thence North 30°00'00" East

Exhibit A

332.654 feet; thence North 29°00'00" East 21.421 feet; thence North 50°30'56" East 10.119 feet; thence North 04°31'38" East 93.169 feet to a point on a 1992.500 foot radius tangent curve to the left, (radius bears North 85°28'22" West, Chord: North 02°17'07" East 155.898 feet); thence along the arc of said curve 155.938 feet through a central angle of 04°29'03"; thence North 00°02'36" East 86.671 feet; thence West 351.956 feet; thence North 89°00'00" West 20.829 feet; thence North 88°00'00" West 20.829 feet; thence North 87°00'00" West 20.829 feet; thence North 86°00'00" West 44.380 feet; thence North 63°35'47" West 37.020 feet; thence South 24°35'09" West 58.482 feet; thence South 01°55'16" West 10.380 feet; thence South 24°35'09" West 83.517 feet; thence North 65°24'51" West 15.000 feet; thence North 24°35'09" East 80.511 feet; thence North 01°55'16" East 10.380 feet; thence North 24°35'09" East 62.090 feet; thence North 62°35'47" West 932.590 feet; thence South 29°10'03" West 85.189 feet; thence South 06°57'14" West 27.770 feet; thence South 30°00'00" West 41.531 feet; thence North 60°00'00" West 15.000 feet; thence North 30°00'00" East 38.473 feet; thence North 06°57'14" East 27.657 feet; thence North 29°10'03" East 87.900 feet; thence North 61°35'47" West 17.468 feet; thence North 50°00'00" West 542.255 feet; thence South 39°56'42" West 135.000 feet; thence North 50°00'00" West 15.000 feet; thence North 40°00'00" East 135.000 feet; thence North 50°00'00" West 259.434 feet; thence South 41°00'00" West 42.491 feet; thence South 18°29'08" West 64.257 feet; thence South 30°00'00" West 34.799 feet; thence North 60°00'00" West 15.000 feet; thence North 30°00'00" East 33.287 feet; thence North 18°29'08" East 65.731 feet; thence North 41°00'00" East 45.215 feet; thence North 50°00'00" West 122.189 feet to a point on a 2053.500 foot radius tangent curve to the left, (radius bears South 40°00'00" West, Chord: North 51°42'21" West 122.254 feet); thence along the arc of said curve 122.272 feet through a central angle of 03°24'42"; thence South 36°31'35" West 6.752 feet to a point on a 992.500 foot radius tangent curve to the left, (radius bears South 53°28'25" East, Chord: South 33°15'48" West 112.992 feet); thence along the arc of said curve 113.054 feet through a central angle of 06°31'35"; thence South 30°00'00" West 14.986 feet; thence North 60°00'00" West 15.000 feet; thence North 30°00'00" East 14.986 feet to a point on a 1007.500 foot radius tangent curve to the right, (radius bears South 60°00'00" East, Chord: North 33°15'48" East 114.700 feet); thence along the arc of said curve 114.762 feet through a central angle of 06°31'35"; thence North 36°31'35" East 6.713 feet to a point on a 2053.500 foot radius non tangent curve to the left, (radius bears South 36°10'12" West, Chord: North 64°06'18" West 732.567 feet); thence along the arc of said curve 736.508 feet through a central angle of 20°32'59" to a point of reverse curvature with a 2007.500 foot radius non tangent curve to the right, (radius bears North 72°34'17" West, Chord: South 18°42'52" West 90.086 feet); thence along the arc of said curve 90.094 feet through a central angle of 02°34'17"; thence South 20°00'00" West 48.190 feet; thence North 70°00'00" West 15.000 feet; thence North 20°00'00" East 48.190 feet to a point on a 1992.500 foot radius tangent curve to the left, (radius bears North 70°00'00" West, Chord: North 18°43'19" East 88.885 feet); thence along the arc of said curve 88.892 feet through a central angle of 02°33'22" to a point of compound curvature with a 2053.500 foot radius non tangent curve to the left, (radius bears South 15°12'05" West, Chord: North 78°48'15" West 286.895 feet); thence along the arc of said curve 287.129 feet through a central angle of 08°00'41"; thence South 05°58'38" West 40.453 feet to a point on a 1007.500 foot radius tangent curve to the right, (radius bears North 84°01'22" West, Chord: South 08°38'13" West 93.510 feet); thence along the arc of said curve 93.544 feet through a central angle of 05°19'11"; thence North 78°42'11" West 15.000 feet to a point on a 992.500 foot radius non tangent curve to the left, (radius bears North 78°42'11" West, Chord: North 08°38'13" East 92.118 feet); thence along the arc of said curve 92.151 feet through a central angle of 05°19'11"; thence North 05°58'38" East 40.716 feet to a point on a 2053.500 foot radius non tangent curve to the left, (radius bears South 06°46'17" West, Chord: North 86°36'51" West 242.552 feet); thence along the arc of said curve 242.693 feet through a central angle of 06°46'17"; thence West 476.835 feet to the West Line of the Northwest Quarter of said Section 22; thence along said West Line North 00°03'55" East 132.052 feet; thence North 12°30'10" East 9.465 feet to a point on a 1507.500 foot radius tangent curve to the right, (radius bears South 77°29'50" East, Chord: North 14°07'49" East 85.633 feet); thence along the arc of said curve 85.644 feet through a central angle of 03°15'18"; thence North 15°45'28" East 179.028 feet; thence North 74°14'32" West 59.518 feet; thence North 15°45'28" East 24.195 feet to a point on a 1507.500 foot radius tangent curve to the right, (radius bears South 74°14'32" East, Chord: North 15°57'10" East 10.267 feet); thence along the arc of said curve 10.267 feet through a central angle of 00°23'25" to a point on the Easterly right-of-way of State Road 111; thence along said Easterly right-of-way the following (2) courses: 1) North 20°34'34" East 477.482 feet; 2) North 20°34'34" East 0.733 feet; thence South 69°25'26" East 10.500 feet; thence South 20°34'34" West 361.822 feet to a point on a 1492.500 foot radius tangent curve to the left, (radius bears South 69°25'26" East, Chord: South 18°10'01" West 125.478 feet); thence along the arc of said curve 125.515 feet through a central angle of 04°49'06"; thence South 15°45'28" West 9.195 feet; thence South 74°14'32" East 59.518 feet; thence South 15°45'28" West 194.028 feet to a point on a 1492.500 foot radius tangent curve to the left, (radius bears South 74°14'32" East, Chord: South 14°07'49" West 84.781 feet); thence along the arc of said curve 84.792 feet through a

Exhibit A

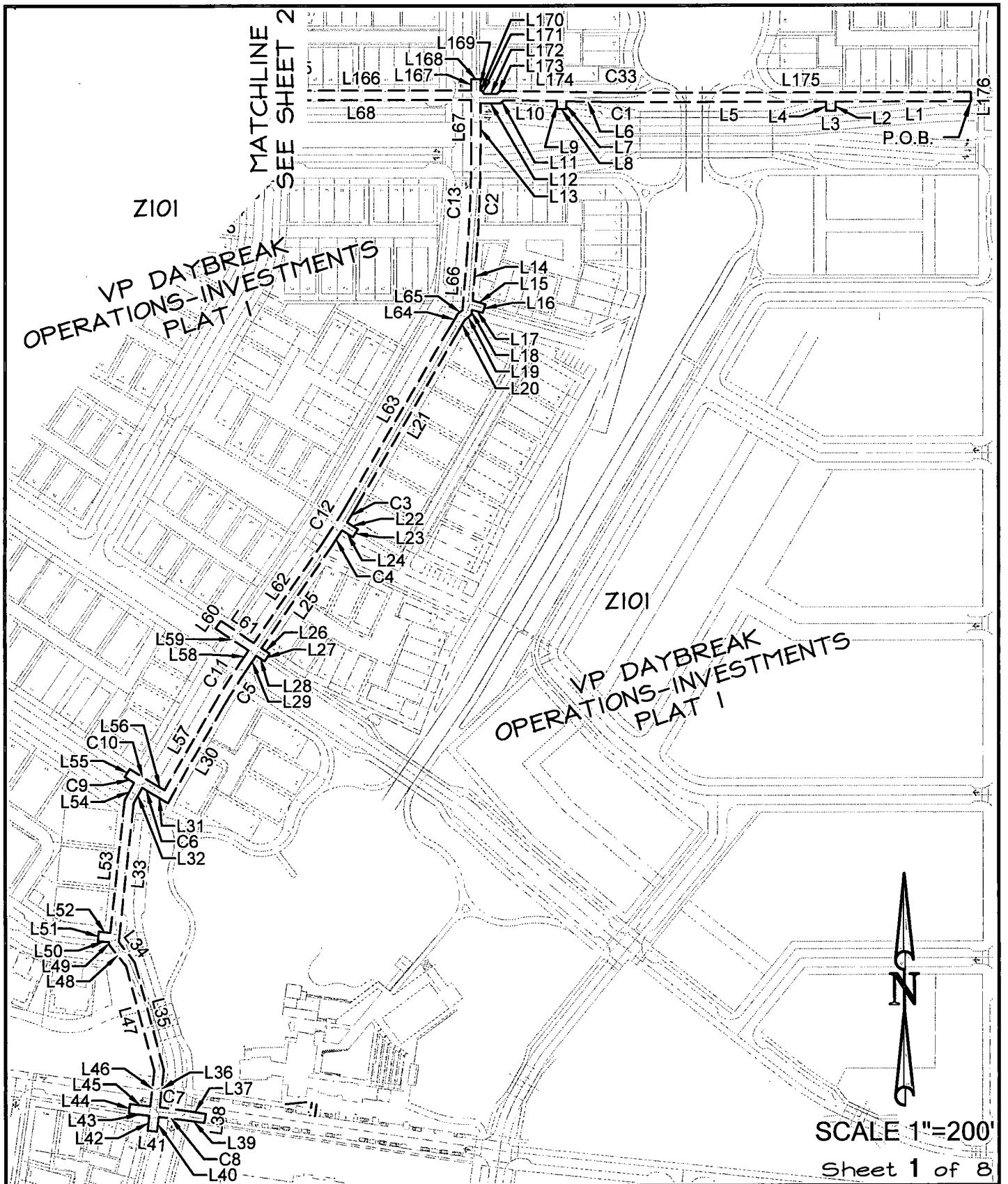
central angle of 03°15'18"; thence South 12°30'10" West 28.724 feet; thence South 00°03'55" West 95.002 feet; thence East 466.317 feet to a point on a 2068.500 foot radius tangent curve to the right, (radius bears South, Chord: South 86°37'02" East 244.116 feet); thence along the arc of said curve 244.258 feet through a central angle of 06°45'57"; thence North 05°58'38" East 20.994 feet; thence South 84°01'22" East 15.000 feet; thence South 05°58'38" West 21.255 feet to a point on a 2068.500 foot radius non tangent curve to the right, (radius bears South 07°10'53" West, Chord: South 78°48'05" East 289.837 feet); thence along the arc of said curve 290.074 feet through a central angle of 08°02'05" to a point of reverse curvature with a 1992.500 foot radius non tangent curve to the left, (radius bears North 72°59'16" West, Chord: North 16°42'13" East 21.459 feet); thence along the arc of said curve 21.459 feet through a central angle of 00°37'01"; thence South 73°36'17" East 15.000 feet to a point on a 2007.500 foot radius non tangent curve to the right, (radius bears North 73°36'17" West, Chord: South 16°41'52" West 21.205 feet); thence along the arc of said curve 21.205 feet through a central angle of 00°36'19" to a point of compound curvature with a 2068.500 foot radius non tangent curve to the right, (radius bears South 15°37'54" West, Chord: South 62°11'03" East 873.129 feet); thence along the arc of said curve 879.745 feet through a central angle of 24°22'06"; thence South 50°00'00" East 122.451 feet; thence North 41°00'00" East 8.546 feet; thence North 30°00'00" East 12.409 feet; thence South 60°00'00" East 15.000 feet; thence South 30°00'00" West 13.853 feet; thence South 41°00'00" West 9.729 feet; thence South 50°00'00" East 259.301 feet; thence North 41°00'00" East 21.027 feet; thence South 49°00'00" East 15.000 feet; thence South 41°00'00" West 20.765 feet; thence South 50°00'00" East 266.761 feet; thence North 41°00'00" East 10.541 feet; thence North 30°00'00" East 11.133 feet; thence South 60°00'00" East 15.000 feet; thence South 30°00'00" West 12.577 feet; thence South 41°00'00" West 11.723 feet; thence South 50°00'00" East 258.707 feet; thence South 61°35'47" East 16.145 feet; thence North 26°02'47" East 9.832 feet; thence North 30°00'00" East 11.291 feet; thence South 60°00'00" East 15.000 feet; thence South 30°00'00" West 10.950 feet; thence South 27°23'55" West 9.713 feet; thence South 62°35'47" East 931.622 feet; thence North 24°35'09" East 33.233 feet; thence South 65°24'51" East 15.000 feet; thence South 24°35'09" West 33.845 feet; thence South 63°35'47" East 34.525 feet; thence South 86°00'00" East 41.279 feet; thence South 87°00'00" East 20.567 feet; thence South 88°00'00" East 20.567 feet; thence South 89°00'00" East 20.567 feet; thence East 351.831 feet; thence North 18.015 feet; thence East 15.000 feet; thence South 18.143 feet; thence South 89°00'53" East 1.543 feet; thence South 44°00'53" East 7.071 feet; thence South 89°00'53" East 19.634 feet; thence North 45°59'07" East 7.071 feet; thence South 89°00'53" East 176.344 feet to a point on a 1992.609 foot radius non tangent curve to the left, (radius bears North 01°00'00" East, Chord: South 89°30'00" East 34.772 feet); thence along the arc of said curve 34.772 feet through a central angle of 00°59'59"; thence East 543.369 feet; thence South 15.000 feet to the point of beginning.

Property contains 3.199 acres.

Exhibit A
EXHIBIT A - CONTINUED

DEPICTION OF EASEMENT AREA

[ATTACH PERIGEE CONSULTING DRAWING]



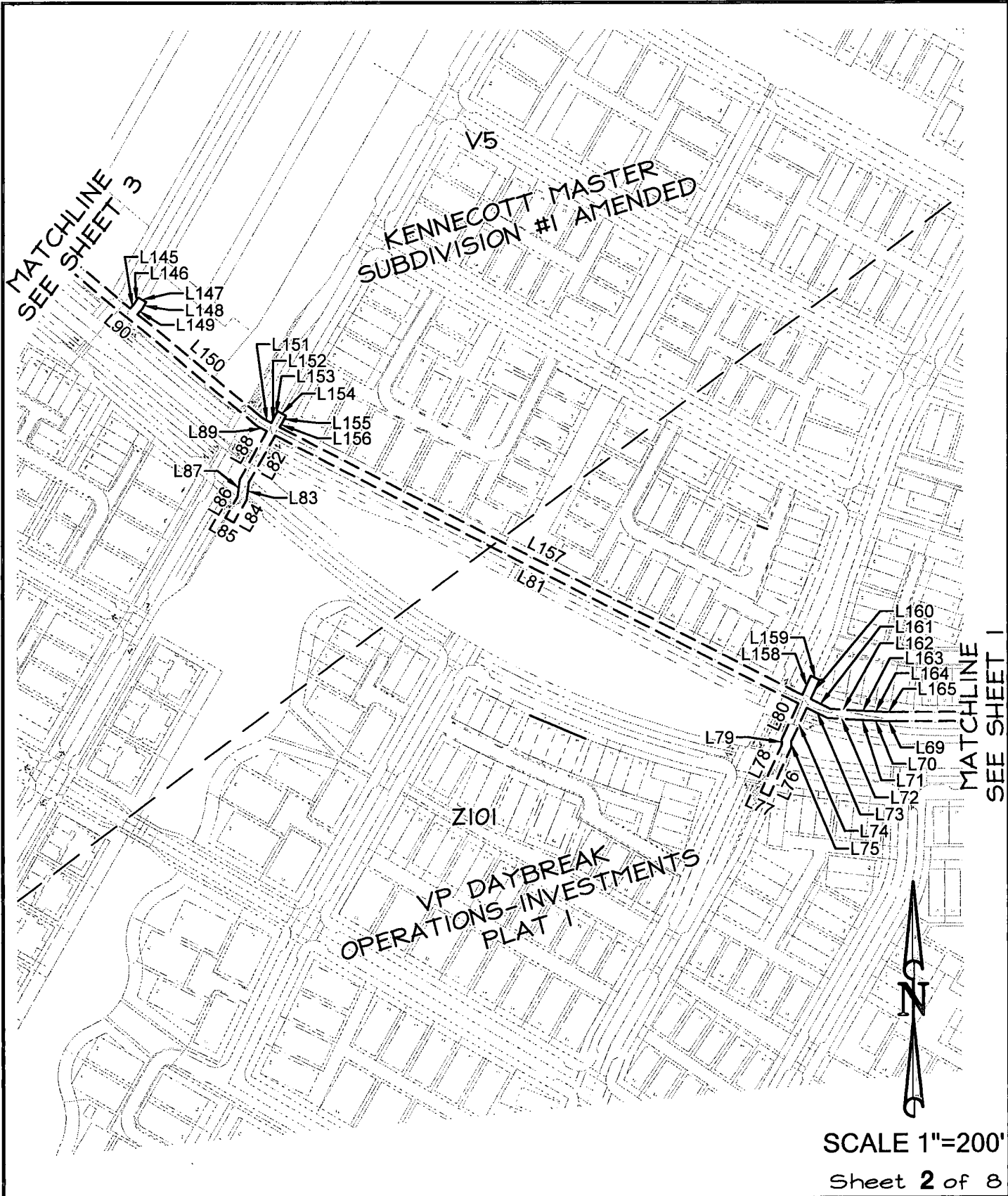
PERIGEE
CONSULTING
CIVIL • STRUCTURAL • SURVEY

9039 SOUTH 1900 WEST, SUITE 100
801292.0004 TEL. 801922.0011 FAX

WEST JORDAN, UT 84063
WWW.PERIGEECIVIL.COM

ZONE 8 WATER TRANSMISSION LINE EASEMENT

PREPARED FOR: DAYBREAK COMMUNITIES



SCALE 1"=200'
Sheet 2 of 8



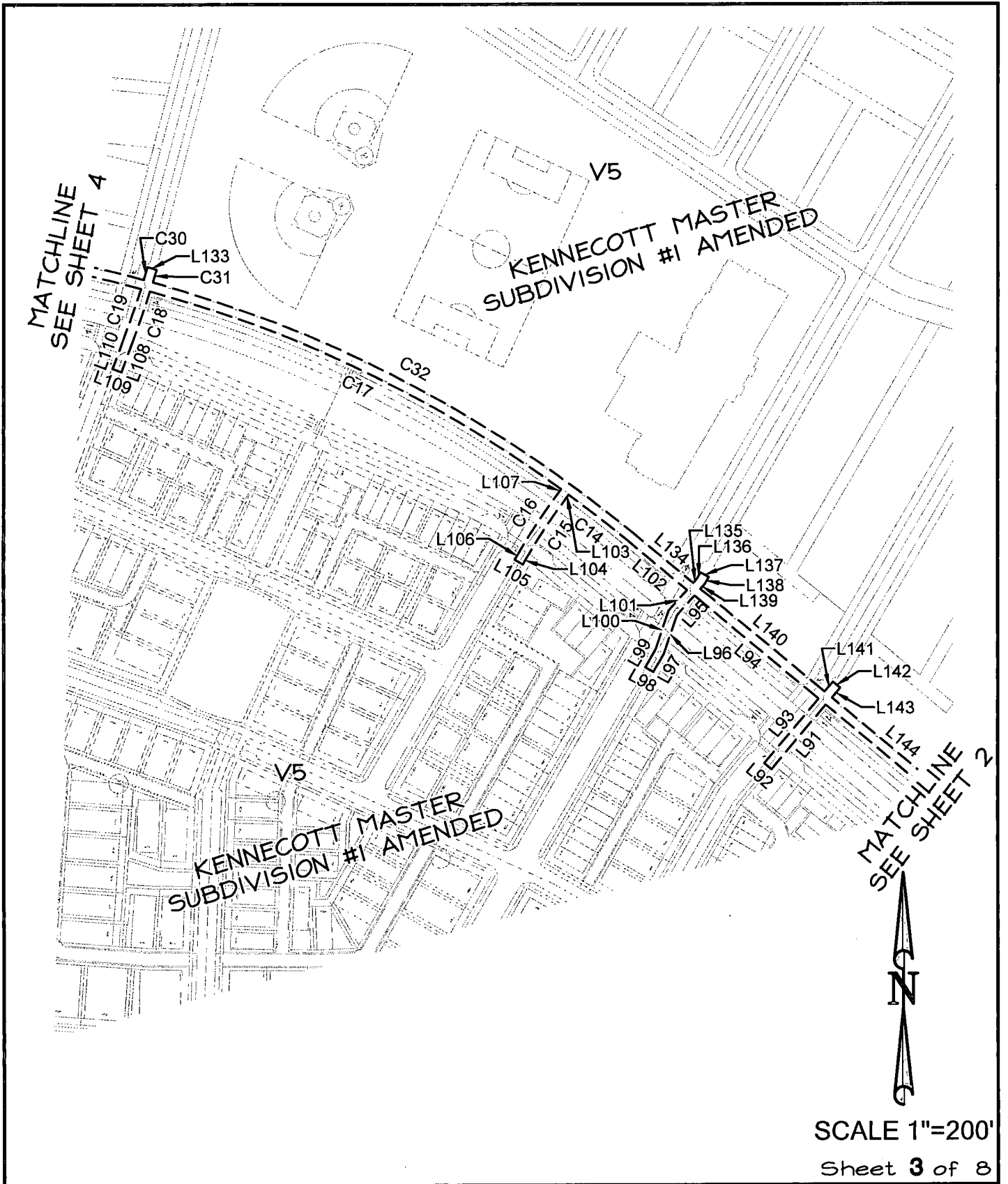
PERIGEE
CONSULTING
CIVIL • STRUCTURAL • SURVEY

8630 SOUTH 1300 WEST, SUITE 100
DOLAR, UTAH 84004 TEL: 801.980.8971 FAX: 801.980.8972

WEST JORDAN, UT 84008
WWW.PERIGEECONSULTING.COM

ZONE 8 WATER TRANSMISSION LINE EASEMENT

PREPARED FOR: DAYBREAK COMMUNITIES



SCALE 1"=200'
Sheet 3 of 8



PERIGEE
CONSULTING
CIVIL • STRUCTURAL • SURVEY

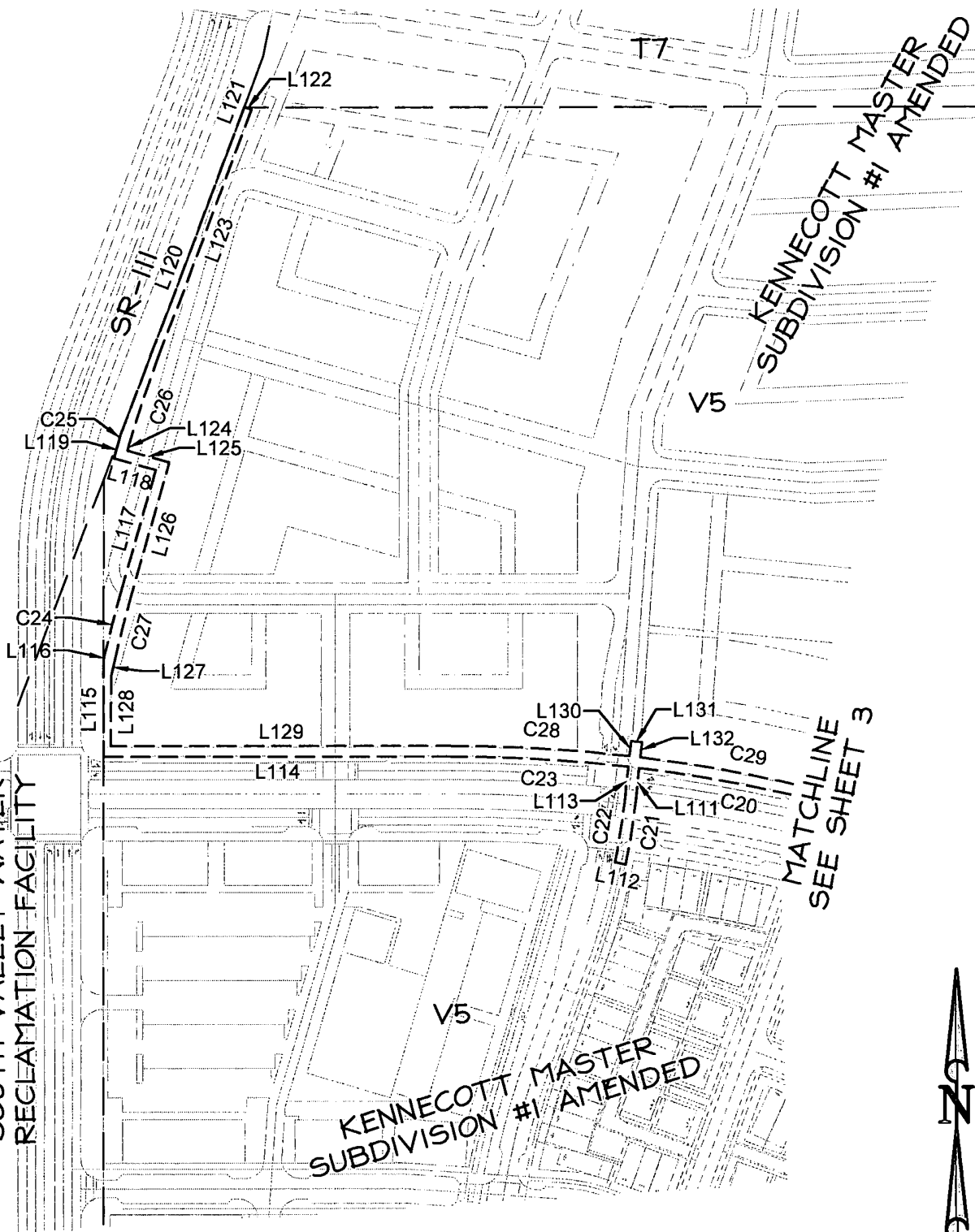
6060 SOUTH 1900 WEST, SUITE 100
601282.0004 TEL. 601509.0011 FAX

WEST JORDAN, UT 84088
WWW.PERIGEECIVIL.COM

ZONE 8 WATER TRANSMISSION LINE EASEMENT

PREPARED FOR: DAYBREAK COMMUNITIES

26-21-200-001
SOUTH VALLEY WATER
RECLAMATION FACILITY



SCALE 1"=200'
Sheet 4 of 8



PERIGEE
CONSULTING
CIVIL • STRUCTURAL • SURVEY

8888 SOUTH 1800 WEST, SUITE 100
801628.8004 TEL. 801628.8871 FAX

WEST JORDAN, UT 84068
WWW.PERIGEECIVIL.COM

ZONE 8 WATER TRANSMISSION LINE EASEMENT

PREPARED FOR: DAYBREAK COMMUNITIES

Line Table		
Line #	Length	Direction
L1	216.600	N90°00'00"W
L2	14.855	S00°37'23"W
L3	15.000	N89°22'37"W
L4	14.691	N00°37'23"E
L5	311.768	N90°00'00"W
L6	69.859	N89°00'53"W
L7	12.442	S00°51'04"W
L8	15.000	N89°08'56"W
L9	12.477	N00°51'04"E
L10	85.271	N89°00'53"W
L11	7.071	S45°59'07"W
L12	32.055	N89°00'53"W
L13	81.552	S00°02'36"W
L14	76.096	S04°31'38"W
L15	21.107	S73°59'30"E
L16	15.000	S16°00'30"W
L17	18.060	N73°59'30"W
L18	8.132	S04°31'38"W
L19	13.634	S50°30'56"W
L20	18.702	S29°00'00"W
L21	332.785	S30°00'00"W
L22	20.549	S57°32'18"E
L23	15.000	S32°27'42"W
L24	20.404	N57°32'18"W
L25	196.026	S34°16'23"W
L26	16.000	S55°43'37"E
L27	15.000	S34°16'23"W
L28	16.000	N55°43'37"W

Line Table		
Line #	Length	Direction
L29	23.044	S34°16'23"W
L30	178.867	S30°00'00"W
L31	32.102	N60°00'00"W
L32	27.657	S29°00'00"W
L33	222.434	S06°20'30"W
L34	41.579	S37°36'36"E
L35	178.577	S15°03'58"E
L36	59.894	S06°27'12"W
L37	34.647	S81°36'10"E
L38	15.000	S08°23'50"W
L39	34.647	N81°36'10"W
L40	23.939	S06°27'12"W
L41	15.000	N83°32'48"W
L42	23.939	N06°27'12"E
L43	32.806	N83°32'48"W
L44	15.000	N06°27'12"E
L45	32.806	S83°32'48"E
L46	57.043	N06°27'12"E
L47	172.737	N15°03'58"W
L48	44.642	N37°36'36"W
L49	3.473	N06°20'30"E
L50	18.366	N83°39'30"W
L51	15.000	N06°20'30"E
L52	18.366	S83°39'30"E
L53	213.020	N06°20'30"E
L54	31.357	N29°00'00"E
L55	15.000	N33°26'42"E
L56	17.102	S60°00'00"E

Line Table		
Line #	Length	Direction
L57	163.867	N30°00'00"E
L58	23.044	N34°16'23"E
L59	64.000	N55°43'37"W
L60	15.000	N34°16'23"E
L61	64.000	S55°43'37"E
L62	196.026	N34°16'23"E
L63	332.654	N30°00'00"E
L64	21.421	N29°00'00"E
L65	10.119	N50°30'56"E
L66	93.169	N04°31'38"E
L67	86.671	N00°02'36"E
L68	351.956	N90°00'00"W
L69	20.829	N89°00'00"W
L70	20.829	N88°00'00"W
L71	20.829	N87°00'00"W
L72	44.380	N86°00'00"W
L73	37.020	N63°35'47"W
L74	58.482	S24°35'09"W
L75	10.380	S01°55'16"W
L76	83.517	S24°35'09"W
L77	15.000	N65°24'51"W
L78	80.511	N24°35'09"E
L79	10.380	N01°55'16"E
L80	62.090	N24°35'09"E
L81	932.590	N62°35'47"W
L82	85.189	S29°10'03"W
L83	27.770	S06°57'14"W
L84	41.531	S30°00'00"W

Sheet 5 of 8



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Line Table		
Line #	Length	Direction
L85	15.000	N60°00'00"W
L86	38.473	N30°00'00"E
L87	27.657	N06°57'14"E
L88	87.900	N29°10'03"E
L89	17.468	N61°35'47"W
L90	542.255	N50°00'00"W
L91	135.000	S39°56'42"W
L92	15.000	N50°00'00"W
L93	135.000	N40°00'00"E
L94	259.434	N50°00'00"W
L95	42.491	S41°00'00"W
L96	64.257	S18°29'08"W
L97	34.799	S30°00'00"W
L98	15.000	N60°00'00"W
L99	33.287	N30°00'00"E
L100	65.731	N18°29'08"E
L101	45.215	N41°00'00"E
L102	122.189	N50°00'00"W
L103	6.752	S36°31'35"W
L104	14.986	S30°00'00"W
L105	15.000	N60°00'00"W
L106	14.986	N30°00'00"E
L107	6.713	N36°31'35"E
L108	48.190	S20°00'00"W
L109	15.000	N70°00'00"W
L110	48.190	N20°00'00"E
L111	40.453	S05°58'38"W
L112	15.000	N78°42'11"W

Line Table		
Line #	Length	Direction
L113	40.716	N05°58'38"E
L114	476.835	N90°00'00"W
L115	132.052	N00°03'55"E
L116	9.465	N12°30'10"E
L117	179.028	N15°45'28"E
L118	59.518	N74°14'32"W
L119	24.195	N15°45'28"E
L120	477.482	N20°34'34"E
L121	0.733	N20°34'34"E
L122	10.500	S69°25'26"E
L123	361.822	S20°34'34"W
L124	9.195	S15°45'28"W
L125	59.518	S74°14'32"E
L126	194.028	S15°45'28"W
L127	28.724	S12°30'10"W
L128	95.002	S00°03'55"W
L129	466.317	N90°00'00"E
L130	20.994	N05°58'38"E
L131	15.000	S84°01'22"E
L132	21.255	S05°58'38"W
L133	15.000	S73°36'17"E
L134	122.451	S50°00'00"E
L135	8.546	N41°00'00"E
L136	12.409	N30°00'00"E
L137	15.000	S60°00'00"E
L138	13.853	S30°00'00"W
L139	9.729	S41°00'00"W
L140	259.301	S50°00'00"E

Line Table		
Line #	Length	Direction
L141	21.027	N41°00'00"E
L142	15.000	S49°00'00"E
L143	20.765	S41°00'00"W
L144	266.761	S50°00'00"E
L145	10.541	N41°00'00"E
L146	11.133	N30°00'00"E
L147	15.000	S60°00'00"E
L148	12.577	S30°00'00"W
L149	11.723	S41°00'00"W
L150	258.707	S50°00'00"E
L151	16.145	S61°35'47"E
L152	9.832	N26°02'47"E
L153	11.291	N30°00'00"E
L154	15.000	S60°00'00"E
L155	10.950	S30°00'00"W
L156	9.713	S27°23'55"W
L157	931.622	S62°35'47"E
L158	33.233	N24°35'09"E
L159	15.000	S65°24'51"E
L160	33.845	S24°35'09"W
L161	34.525	S63°35'47"E
L162	41.279	S86°00'00"E
L163	20.567	S87°00'00"E
L164	20.567	S88°00'00"E
L165	20.567	S89°00'00"E
L166	351.831	N90°00'00"E
L167	18.015	N00°00'00"W
L168	15.000	N90°00'00"E

Sheet 6 of 8



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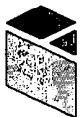
ZONE 8 WATER TRANSMISSION LINE EASEMENT

PREPARED FOR: DAYBREAK COMMUNITIES

Line Table		
Line #	Length	Direction
L169	18.143	S00°00'00"W
L170	1.543	S89°00'53"E
L171	7.071	S44°00'53"E
L172	19.634	S89°00'53"E
L173	7.071	N45°59'07"E
L174	176.344	S89°00'53"E
L175	543.369	N90°00'00"E
L176	15.000	S00°00'00"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	35.030	2007.391	000°59'59"	N89°30'00"W	35.030
C2	157.112	2007.500	004°29'03"	S02°17'07"W	157.072
C3	25.983	1007.500	001°28'40"	S30°44'20"W	25.983
C4	34.153	1007.500	001°56'32"	S33°18'07"W	34.152
C5	74.019	992.500	004°16'23"	S32°08'11"W	74.002
C6	15.764	807.500	001°07'07"	N59°26'27"W	15.763
C7	40.059	1207.500	001°54'03"	S82°33'11"E	40.057
C8	39.550	1192.500	001°54'01"	N82°33'10"W	39.548
C9	17.771	807.500	001°15'39"	N57°11'08"W	17.771
C10	47.649	792.500	003°26'42"	S58°16'39"E	47.642
C11	75.137	1007.500	004°16'23"	N32°08'11"E	75.120
C12	74.019	992.500	004°16'23"	N32°08'11"E	74.002
C13	155.938	1992.500	004°29'03"	N02°17'07"E	155.898
C14	122.272	2053.500	003°24'42"	N51°42'21"W	122.254
C15	113.054	992.500	006°31'35"	S33°15'48"W	112.992
C16	114.762	1007.500	006°31'35"	N33°15'48"E	114.700
C17	736.508	2053.500	020°32'59"	N64°06'18"W	732.567
C18	90.094	2007.500	002°34'17"	S18°42'52"W	90.086
C19	88.892	1992.500	002°33'22"	N18°43'19"E	88.885
C20	287.129	2053.500	008°00'41"	N78°48'15"W	286.895

Sheet 7 of 8



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ZONE 8 WATER TRANSMISSION LINE EASEMENT

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Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C21	93.544	1007.500	005°19'11"	S08°38'13"W	93.510
C22	92.151	992.500	005°19'11"	N08°38'13"E	92.118
C23	242.693	2053.500	006°46'17"	N86°36'51"W	242.552
C24	85.644	1507.500	003°15'18"	N14°07'49"E	85.633
C25	10.267	1507.500	000°23'25"	N15°57'10"E	10.267
C26	125.515	1492.500	004°49'06"	S18°10'01"W	125.478
C27	84.792	1492.500	003°15'18"	S14°07'49"W	84.781
C28	244.258	2068.500	006°45'57"	S86°37'02"E	244.116
C29	290.074	2068.500	008°02'05"	S78°48'05"E	289.837
C30	21.459	1992.500	000°37'01"	N16°42'13"E	21.459
C31	21.205	2007.500	000°36'19"	S16°41'52"W	21.205
C32	879.745	2068.500	024°22'06"	S62°11'03"E	873.129
C33	34.772	1992.609	000°59'59"	S89°30'00"E	34.772

Sheet 8 of 8



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ZONE 8 WATER TRANSMISSION LINE EASEMENT

PREPARED FOR: DAYBREAK COMMUNITIES

LENDER'S CONSENT AND SUBORDINATION

**ZONE 8 WATERLINE EASEMENT AGREEMENT –
PARCEL I.D. # 26-22-401-002 & 26-22-100-006**

THE UNDERSIGNED, THE BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST, DATED DECEMBER 19, 2016, ENCUMBERING THE HEREIN DESCRIBED REAL PROPERTY (THE "DEED OF TRUST"), HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THAT CERTAIN WATERLINE EASEMENT AGREEMENT, DATED AS OF MARCH 12, 2019, FROM VP DAYBREAK INVESTMENTS LLC, A DELAWARE LIMITED LIABILITY COMPANY TO SOUTH JORDAN CITY, A UTAH MUNICIPALITY (THE "EASEMENT AGREEMENT"), TO WHICH THIS LENDER'S CONSENT AND SUBORDINATION IS ATTACHED.

THE UNDERSIGNED LENDER HEREBY CONSENTS TO THE EASEMENT AGREEMENT AND MAKES THE LIEN OF THE DEED OF TRUST SUBORDINATE THERETO. THIS LENDER'S CONSENT AND SUBORDINATION SHALL NOT OTHERWISE AFFECT THE PRIORITY OF MORTGAGES AND/OR LIENS AGAINST THE REAL PROPERTY DESCRIBED HEREIN, BUT SHALL SOLELY EVIDENCE THE LENDER'S INTENT TO SUBORDINATE ITS LIEN OF THE DEED OF TRUST TO THE EASEMENT AGREEMENT. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER.

U.S. BANK NATIONAL ASSOCIATION
d/b/a Housing Capital Company

By: Carrie Duran
Name: Carrie Duran
Title: V.P.

[SIGNATURE MUST BE NOTARIZED]
[Notary acknowledgement on following page]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF Fresno

On April 12, 2019 before me, Lori Beckman, Notary Public,
(here insert name of the officer)

personally appeared Carrie Duran who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lori Beckman* (Seal)

