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05/11/2021 03:27 PM \$40.00
Book - 11172 Pg - 6580-6583
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
VP DAYBREAK OPERATIONS LLC
9350 S 150 E
SUITE 900
SANDY UT 84070
BY: GGA, DEPUTY - MA 4 P.

WHEN RECORDED RETURN TO:

VP Daybreak Operations LLC
Attn: Brad Holmes
9350 S. 150 E., Suite 900
Sandy, Utah 84070

Space above for County Recorder's Use

NOTICE OF REINVESTMENT FEE COVENANT
(Daybreak Master Planned Community)
[DAYBREAK VILLAGE 7 PLAT 3]

Pursuant to Utah Code Ann. 57-1-46 *et seq*, this NOTICE OF REINVESTMENT FEE COVENANT (Daybreak Master Planned Community) is hereby given for that certain real property located in Salt Lake County, Utah (the "**Property**") and more particularly described on Exhibit A attached hereto and incorporated herein, with respect to the following:

1. Pursuant to Daybreak's Covenant for Community (the "**Daybreak Covenant**") dated February 25, 2004, and recorded on February 27, 2004, as Entry No. 8989517, in Book 8950, beginning at Page 7722 in the Salt Lake County Recorder's Office, as amended and supplemented from time to time, as evidenced in the official records of Salt Lake County, the Daybreak Community Council, a Utah non-profit corporation (the "**Community Council**") imposes a community enhancement fee (the "**Reinvestment Fee**") upon certain transfers of portions of the Property except Exempt Transfers (as such term is defined in the Daybreak Covenant).

2. The Reinvestment Fee is payable to the Community Council at the closing of the transfer of the title of the affected portion of the Property.

3. The Reinvestment Fee shall be paid to the Community Council, at the following address:

Daybreak Community Council
11248 Kestrel Rise Road, Suite 201
South Jordan, UT 84009

4. The Community Council's authorized representative is Rulon Dutson.

5. The Reinvestment Fee runs with the land and binds all successors in interest and assigns of the Property.

6. Unless terminated pursuant to the Daybreak Covenant, the duration of the Reinvestment Fee is perpetual.

7. Pursuant to the Daybreak Covenant, the Reinvestment Fee shall be used for purposes consistent with the Community Council's mission and for purposes for which the Community Council was created, including payment for community planning, facilities and infrastructure; obligations arising from an environmental covenant, community programming, open space, recreation amenities, charitable purposes, and Community Council association expenses.

8. The Reinvestment Fees paid under the Daybreak Covenant are required to benefit the Property.

9. The Reinvestment Fee is the only reinvestment fee covenant to burden the Property, and no additional reinvestment fee covenant of any type or kind may be imposed on the Property.

10. The Daybreak Covenant contemplates that future phases may be added to the Daybreak Master Planned Community, and the Reinvestment Fee and any corresponding notices thereof will be recorded against and will apply to all newly added phases.

11. This Notice of Reinvestment Fee (Daybreak Master Planned Community) supersedes and replaces any previously recorded notices of transfer fee covenants recorded on any portions of the Property, provided that this Notice of Reinvestment Fee does not amend, replace, or supersede the Covenant or the Community Charter for Daybreak, dated February 25, 2004, and recorded in the official records of Salt Lake County on February 27, 2004 as Entry No. 8989518, Book 8950, beginning at Page 7784.

12. Each owner shall contact CCMC's Title Specialist for the Community Council, or designee, at least seven (7) days prior to the scheduled closing or transfer of title and provide the name of the buyer, the date of the transfer of title, and other information the Community Council may reasonably require.

13. The current, total amount of the Reinvestment Fee and/or any unpaid assessments, including principal, interest, and costs with respect to a particular portion of the Property may be obtained by contacting the Community Council's CCMC Title Specialist at 8360 E. Via de Ventura, Bldg. L, Suite 100, Scottsdale, AZ., 85258 or 480-921-7500 or www.ccmcnet.com.

[Signature on Following Page]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK VILLAGE 7 PLAT 3 AMENDING A PORTION OF LOT 100-A OF THE DAYBREAK VILLAGE 7 SUBDIVISION AMENDED" recorded on 05-11-2021, as Entry No. 13659559 Book 11172, at Page 6311 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

Boundary Description:

Being a portion of Lot 100-A of the Daybreak Village 7 Subdivision Amended according to the official plat thereof, recorded as Entry No. 12654584 in Book 2017P at Page 307 in the Office of the Salt Lake County Recorder more particularly described as follows:

Beginning at a Southeasterly Corner of Lot 100 of the Daybreak Village 7 Subdivision Amended, said point lies South 89°56'37" East 7741.394 feet along the Daybreak Baseline Southwest (Being South 89°56'37" East 10583.405 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 23, T3S, R2W) and North 851.310 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Lot 100 the following (10) courses: 1) North 00°13'59" West 246.000 feet; 2) North 04°28'11" West 29.758 feet; 3) North 25°00'00" West 199.448 feet; 4) South 65°00'00" West 79.406 feet; 5) North 25°00'00" West 406.000 feet; 6) North 65°00'00" East 236.000 feet; 7) North 25°00'00" West 251.443 feet; 8) North 59°22'02" East 237.809 feet to a point on a 36.000 foot radius tangent curve to the right, (radius bears South 30°37'58" East, Chord: North 79°03'01" East 24.251 feet); 9) along the arc of said curve 24.735 feet through a central angle of 39°21'59"; 10) South 81°16'00" East 253.531 feet to the Westerly Line of Lot 100-A of said Daybreak Village 7 Subdivision Amended; thence along said Lot 100-A the following (5) courses: 1) South 08°45'01" West 76.441 feet to a point on a 1029.000 foot radius tangent curve to the left, (radius bears South 81°14'59" East, Chord: South 00°15'14" East 322.094 feet); 2) along the arc of said curve 323.423 feet through a central angle of 18°00'31"; 3) South 09°15'30" East 354.410 feet to a point on a 471.000 foot radius tangent curve to the right, (radius bears South 80°44'30" West, Chord: South 04°44'44" East 74.115 feet); 4) along the arc of said curve 74.191 feet through a central angle of 09°01'31"; 5) South 00°13'59" East 383.181 feet; thence South 89°46'01" West 310.000 feet to the point of beginning.

Property contains 11.651 acres.