

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Daybreak Storage, LLC
c/o Colmena Capital, Inc.
1201 Wilmington Avenue, Suite 115
Salt Lake City, Utah 84106

13966513 B: 11346 P: 5614 Total Pages: 10
06/08/2022 10:56 AM By: bmeans Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: DAYBREAK STORAGE, LLC
1201 WILMINGTON AVE SUITE 115 SALT LAKE CITY, UT 84106



Tax Parcel No(s): 26-24-301-007 and 26-24-301-008

**EASEMENT AGREEMENT
(STORM WATER PIPELINE)**

This EASEMENT AGREEMENT (STORM WATER PIPELINE) ("**Agreement**") is entered into as of the 7th day of June, 2022 ("**Effective Date**"), by and between **DAYBREAK HOLIDAY, LLC**, a Utah limited liability company ("**Grantor**"), and **DAYBREAK STORAGE, LLC**, a Utah limited liability company ("**Grantee**").

RECITALS

A. Grantor is the owner of that certain parcel of real property located in South Jordan, Salt Lake County, Utah, as more particularly described on Exhibit A, attached hereto and incorporated herein (the "**Grantor Parcel**").

B. Grantee is the owner of that certain parcel of real property located adjacent to the Grantor Parcel in South Jordan, Salt Lake County, Utah, as more particularly described on Exhibit B, attached hereto and incorporated herein (the "**Grantee Parcel**").

C. Grantor desires to grant to Grantee an easement on, under, across and through that portion of the Grantor Parcel more particularly described on Exhibit C attached hereto and incorporated by reference, and depicted on Exhibit D attached hereto and incorporated by reference (the "**Easement Area**") and on the terms and conditions set forth herein.

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

1. **Grant of Easement.** Grantor, as the owner of the Grantor Parcel, hereby grants to Grantee, as the owner of the Grantee Parcel, a perpetual, nonexclusive easement, appurtenant to the Grantee Parcel, on, under, across and through the Easement Area for the purpose of the transportation of storm water through storm water drainage pipeline(s), together with the right to install, construct, maintain, operate, repair and replace thereon all necessary underground storm water pipes and other manner of improvements or appurtenances that may be used or required for the transportation of storm water (collectively, "**Storm Water Improvements**"). Grantee shall limit to the greatest extent

possible any disturbances to the Grantor Parcel caused by the exercise of any rights of Grantee under this Agreement. To the extent that the Grantor Parcel, including the Easement Area is disturbed or damaged thereby, Grantee, at its sole expense, shall promptly restore such damaged property to its condition prior to such disturbance or damage.

2. **Grantor Improvements.** Grantor, at its sole cost and expense, may use, construct, install, maintain and repair underground utilities, curbs, gutters, sidewalks and/or roadways, landscaping, fences, or temporary structures on, over, under across and through the Easement Area on such Grantor Parcel ("**Grantor Improvements**"). If Grantor constructs any improvements within the Easement Area (other than Grantor Improvements), and such improvements unreasonably interfere with the use, operation, maintenance and/or repair of Storm Water Improvements within the Easement Area, Grantee may provide written notice of such interference to Grantor. Within thirty (30) days after such notice, or within such other period of time as may be reasonably necessary under the circumstances, Grantor, at its sole cost, shall remove the portion of such improvements reasonably necessary to allow Grantee to use, operate, maintain, and/or repair the Storm Water Improvements. If Grantor fails to timely remove such improvements, Grantee may, at Grantor's cost, remove such improvements.

3. **Liens.** Grantee shall at all times keep the Easement Area and all other portions of the Grantor Parcel free from mechanics' or similar liens arising on account of or resulting from any act by or on behalf of Grantee, including without limitation the performance of Grantee's rights or obligations under this Agreement with respect to the Easement Area (a "**Lien**"). In the event a Lien is recorded against the Easement Area and/or upon any other portion of the Grantor Parcel, Grantee shall, within thirty (30) days after recordation of such Lien, cause such Lien to be released from such Grantor Parcel. In the event Grantee should fail to cause the Lien to be released as required by this paragraph, Grantee shall be obligated to pay to or reimburse such Grantor all reasonable monies that such Grantor incurs in discharging any such Lien including all costs and reasonable attorneys' fees incurred by such Grantor in bonding off, settling, defending against, appealing or in any manner dealing with or effecting the release of such Lien.

4. **No Public Dedication.** Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Grantor Parcel, including the Easement Area, to or for the general public or for any public purposes whatsoever, it being the intention of Grantor and Grantee that this Agreement be strictly limited to and for the purposes expressed herein.

5. **Covenants to Run with the Land.** This Agreement shall run with the land and shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. At such time as a party or its successor ceases to have an interest in the Grantee Parcel, or the Grantor Parcel, as applicable, such party or successor shall thereupon be deemed released and discharged from any and all rights or obligations under this Agreement accruing thereafter.

6. **Notices.** Any and all notices required or permitted hereunder shall be given in writing and personally delivered, delivered by certified mail, return receipt requested, postage prepaid, or delivered by generally recognized overnight courier providing proof of delivery, addressed as follows:

To Grantor: Daybreak Holiday, LLC
c/o Colmena Capital, Inc.
1201 Wilmington Avenue, Suite 115
Salt Lake City, Utah 84106

To Grantee: Daybreak Storage, LLC
c/o Colmena Capital, Inc.
1201 Wilmington Avenue, Suite 115
Salt Lake City, Utah 84106

7. **Indemnification.** The easement granted herein is subject to the condition that the Grantee shall indemnify and hold harmless Grantor, and its successors and assigns against any and all liability caused by the acts of Grantee, its contractors or agents, during the installation, construction, maintenance, operation, repair and/or replacement of the Storm Water Improvements. Grantor's right to indemnification or to be held harmless by Grantee under the terms of this paragraph is expressly conditioned upon prompt notice by Grantor to Grantee of any claim or demand of which it has actual knowledge which would cause a claim for indemnification against Grantee and upon Grantee's right to defend any claim against Grantor which would cause a claim of indemnification against Grantee.

8. **Miscellaneous.**

(a) This Agreement and the easements and undertakings contained herein shall be perpetual.

(b) This Agreement contains the entire agreement between the parties hereto with respect to the matters addressed herein. This Agreement cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties.

(c) The parties hereto do not by this Agreement, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise.

(d) The parties hereto shall execute and deliver all documents, provide all information, take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.

(e) This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

(f) In the event it becomes necessary for any party hereto to employ the services of an attorney in connection herewith, either with or without litigation, the losing party of such controversy shall pay to the successful party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred in enforcing this Agreement.

(g) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

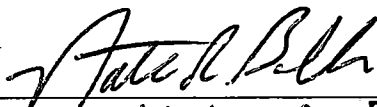
[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth.

Grantor:

DAYBREAK HOLIDAY, LLC,
a Utah limited liability company


By: Colmena Capital, Inc.,
a Utah corporation
Its Manager

By: 
Name: Nate R. Bullen
Title: VP

Grantee:

DAYBREAK STORAGE, LLC,
a Utah limited liability company

By: Colmena Capital, Inc.,
a Utah corporation
Its Manager

By: 
Name: Nate R. Bullen
Title: VP

Acknowledgements:

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

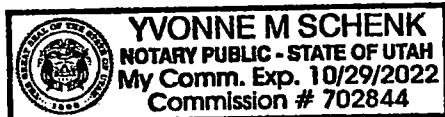
The foregoing instrument was acknowledged before me this 7th day of June, 2022, by Nate R. Bullen, Vice President of Colmena Capital, Inc., a Utah corporation, Manager of Daybreak Holiday, LLC, a Utah limited liability company.



Yvonne M. Schenk
Notary Signature and Seal

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7th day of June, 2022, by Nate R. Bullen, Vice President of Colmena Capital, Inc., a Utah corporation, Manager of Daybreak Storage, LLC, a Utah limited liability company.



Yvonne M. Schenk
Notary Signature and Seal

EXHIBIT A

Legal Description of the Grantor Parcel

LOT C-101, DAYBREAK VILLAGE 7A PLAT 3 SUBDIVISION AMENDING LOT WTC2 OF THE KENNECOTT DAYBREAK MASTER SUBDIVISION #1 AMENDED AND LOT Z108 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT I AND LOT P-126 OF THE DAYBREAK LAKE AVENUE FROM MOUNTAIN VIEW CORRIDOR TO 6000 WEST SUBDIVISION, RECORDED MAY 18, 2020 AS ENTRY NUMBER 13272988 IN BOOK 2020P AT PAGE 118, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH.

EXHIBIT B

Legal Description of Grantee Parcel

LOT C-102, DAYBREAK VILLAGE 7A PLAT 3 SUBDIVISION AMENDING LOT WTC2 OF THE KENNECOTT DAYBREAK MASTER SUBDIVISION #1 AMENDED AND LOT Z108 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT I AND LOT P-126 OF THE DAYBREAK LAKE AVENUE FROM MOUNTAIN VIEW CORRIDOR TO 6000 WEST SUBDIVISION, RECORDED MAY 18, 2020 AS ENTRY NUMBER 13272988 IN BOOK 2020P AT PAGE 118, ON FILE AND OF RECORD IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, STATE OF UTAH.

EXHIBIT C

Legal Description of the Easement Area

A storm drain easement being a part of Lot C-101, Daybreak Village 7A Plat 3 Subdivision recorded May 18, 2020 as Entry No. 13272988 in Book 2020 of Plats, at Page 118 and that parcel of land described as "Parcel 5" in that Special Warranty Deed recorded September 15, 2020 as Entry No. 13393940 in Book 11019, at Page 700 in the Office of the Salt Lake County Recorder. Said easement is located in the Southwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and described as follows:

Beginning at a point on the southwesterly line of said Lot C-101, which is 153.17 feet S. 36°32'51" E. from a westerly corner of said Lot C-101; thence N. 25°04'52" W. 152.64 feet to an existing Storm Drain Easement described in that Storm Water Facilities Maintenance Agreement recorded December 21, 2020 as Entry No. 13505937 in Book 11084, at Page 4093 in the Office of said Recorder; thence along said existing easement the following three (3) courses: 1) S. 76°57'54" E. 4.39 feet; 2) N. 62°56'02" E. 8.52 feet; 3) N. 23°39'14" E. 4.04 feet; thence S. 25°04'52" E. 158.56 feet; thence S. 64°55'08" W. 13.85 feet to said southwesterly line of Lot C-101; thence N. 36°32'51" W. 5.79 feet along said southwesterly line of Lot C-101 to the Point of Beginning.

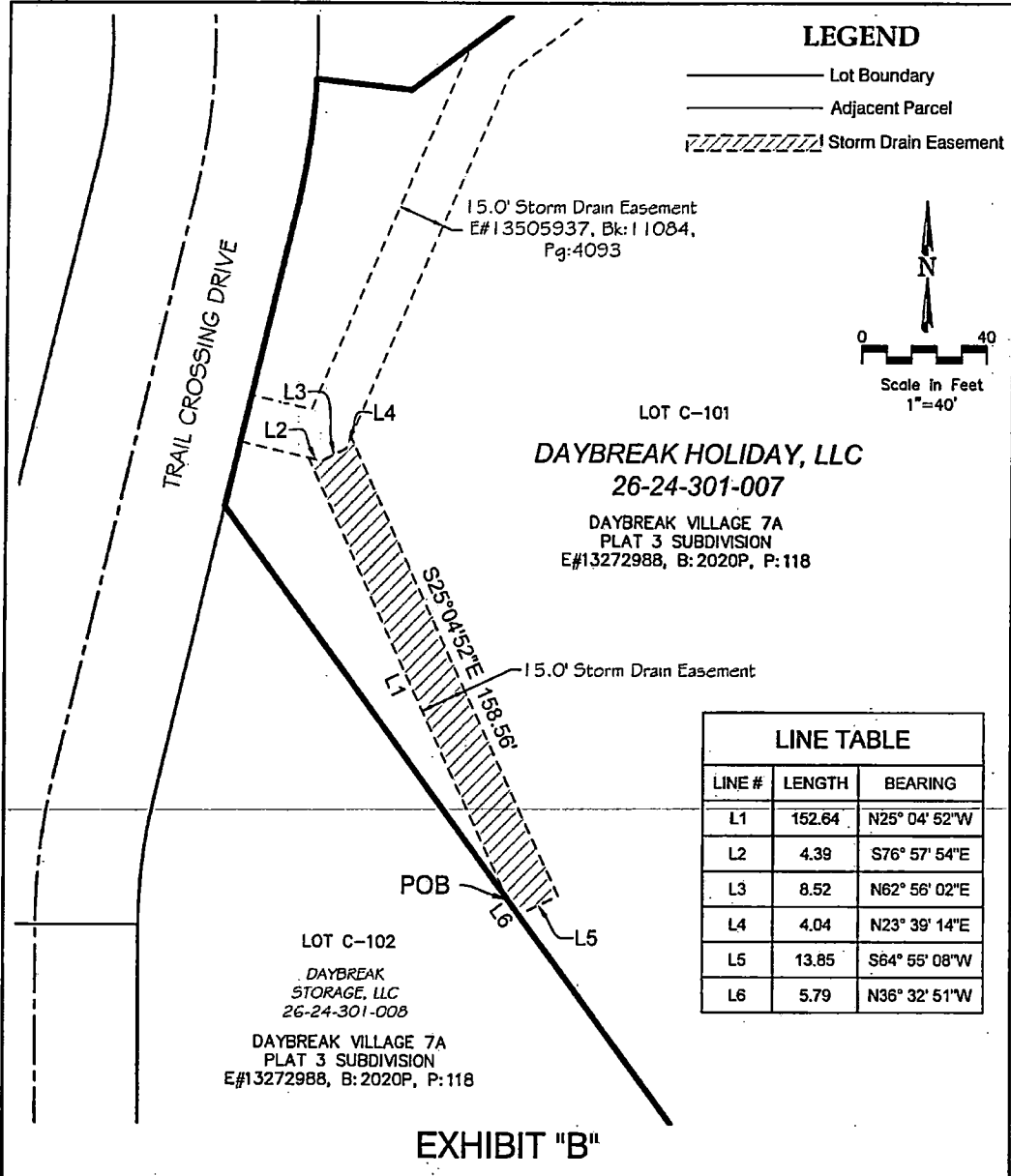
The above-described easement contains 2,342 square feet in area or 0.053 acre, more or less.

BASIS OF BEARING:

S. 89°55'30" E. per said Daybreak Village 7A Plat 3 Subdivision along a monument line between the Southwest corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and the Southeast Corner of Section 19, Township 3 South, Range 1 West, Salt Lake Base and Meridian.

EXHIBIT D

Depiction of Easement Area



| LINE TABLE | | |
|------------|--------|---------------|
| LINE # | LENGTH | BEARING |
| L1 | 152.64 | N25° 04' 52"W |
| L2 | 4.39 | S76° 57' 54"E |
| L3 | 8.52 | N62° 56' 02"E |
| L4 | 4.04 | N23° 39' 14"E |
| L5 | 13.85 | S64° 55' 08"W |
| L6 | 5.79 | N36° 32' 51"W |

DAYBREAK HOLIDAY, LLC
Storm Drain Easement

Assessor Parcel No:
26-24-301-007

Southwest Quarter, Sec. 24, T.3S., R.2W., S.L.B.&M.

PREPARED BY:

CIR | CIVIL ENGINEERING
+SURVEYING

3032 South 1030 West, Suite 202, Salt Lake City, Utah 84119

May 17, 2022

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