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after recording, please return to:

VP Daybreak Devco LLC
Attention: John Warnick
9350 S 150 E. Ste. 900
Sandy, UT 84070

14020999 B: 11374 P: 9509 Total Pages: 6
09/26/2022 10:55 AM By: ggasca Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: VP DAYBREAK DEVCO LLC
9350 S 150 E STE 900 SANDY, UT 84070



APN: 26-22-388-001 (lot 678)
26-22-388-008 (Lot P-127)

PRIVATE WATER LATERAL EASEMENT AGREEMENT

THIS PRIVATE WATER LATERAL EASEMENT AGREEMENT (this "**Agreement**") is entered into this 22nd day of September, 2022.

The following Recitals are a material part of this Agreement:

- A. VP DAYBREAK DEVCO LLC, a Delaware limited liability company ("Grantor"), is the holder of legal title to Lot P - 127 (hereafter, "Grantor's Property"), of that certain plat map entitled "DAYBREAK VILLAGE 11A PLAT 8" recorded on January 27, 2022, as Entry No. 13877826, in Book 2022P, Page 040 of record and on file in the Official Records of Salt Lake County, Utah (the "Plat").
- B. VP DAYBREAK DEVCO LLC, a Delaware limited liability company (hereafter, "Grantee"), is the holder of legal title to Lot 678 of the Plat ("Grantee's Property").
- C. Grantor desires to grant to Grantee an easement over Grantor's Property for the installation, maintenance and repair of a private water lateral together with certain rights and obligations of the parties in connection therewith, on the terms and conditions set forth in this Agreement.

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

1. Private Water Lateral Easement. Grantor hereby grants to Grantee a perpetual right-of-way and easement for a private water lateral (the "**Easement**") over, under, on and across that certain portion of Grantor's Property legally described in Exhibit A attached hereto, and depicted in Exhibit A-1 attached hereto (the "**Easement Area**").
2. Use and Purpose of the Easement. Grantee, its agents, independent contractors,

and invitees, shall use the Easement and the Easement Area solely for the reasonable installation, operation, access to, maintenance, and repair of a private water lateral benefitting Grantee's Property. Grantor shall be allowed to access and utilize the Easement Area so long as such use does not interfere with the use of the Easement. Grantor agrees not to build or convey to others permission to build any structures or improvements on, over, across, in, through or under the Easement Area that would interfere with the use of the Easement for its intended purpose.

3. Repair and Maintenance. Grantee shall maintain and repair the Easement at its sole cost and expense and according to the terms set forth in this Agreement. Following any repair or maintenance, Grantee shall return the Easement Area to the same condition it was in prior to such repair or maintenance. All maintenance and repairs shall be commenced promptly and completed within a reasonable period of time.

4. Indemnity. Each party shall defend, indemnify, and hold the other party 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 all damages, liabilities, actions, causes of action, suits, claims, demands, losses, cost and expenses (including without limitation, reasonable attorney's fees, disbursements and court costs) to the extent arising from or in connection with a breach of this Agreement by the indemnifying party or the gross negligence or willful misconduct of the indemnifying party, its agents, employees, representatives or contractors in exercising its rights under this Agreement.

5. Covenants Running with the Land. All provisions of this Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto. It is intended that the Easement granted hereby shall burden Grantor's Property and shall benefit Grantee's Property in accordance with the terms hereof.

6. 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.

7. Recordation. This Agreement shall be recorded in the real property records of Salt Lake County, State of Utah.

8. Amendments. This Agreement may only be amended by a written document signed by each of the parties or their applicable successors or assigns.

9. 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]

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA
DAYBREAK VILLAGE 11A PLAT 8
WATER LATERAL EASEMENT

(Line 1)

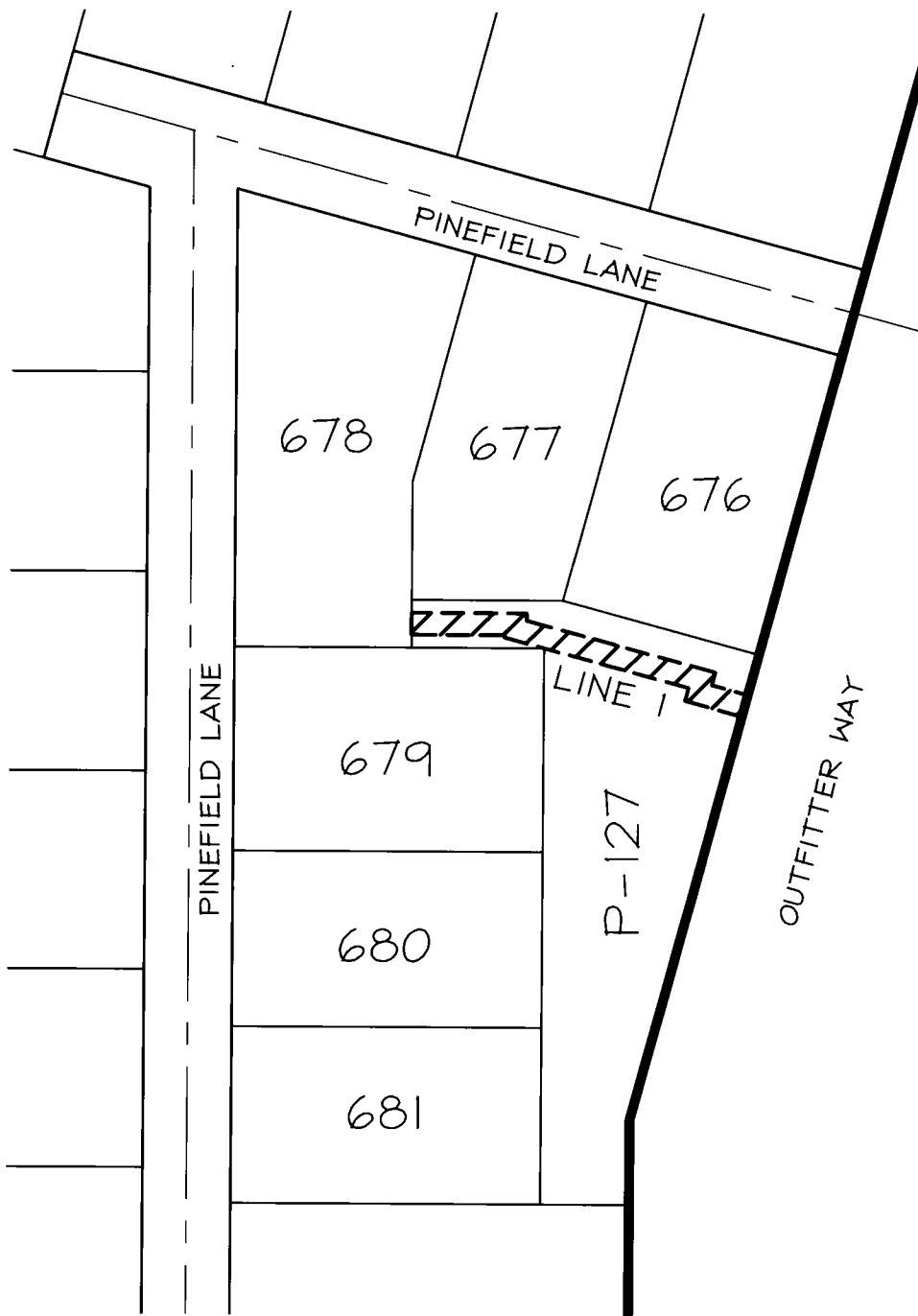
A five (5) foot wide private water lateral easement, in favor of Lot 678 for the purpose of operating, maintaining and repairing said lots private water lateral, located in the Southwest Quarter of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement extending two and one half (2.5) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point on the Westerly Right-of-Way Line of Outfitter Way, said point lies South 89°56'37" East 2247.329 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 317.317 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 74°51'14" West 11.000 feet; thence North 15°08'46" East 3.000 feet; thence North 74°51'14" West 43.578 feet; thence North 1.053 feet; thence West 23.545 feet to the Easterly Line of Lot 678 of Daybreak Village 11A Plat 8 and the point of terminus.

Contains: (approx. 82 L.F.)

EXHIBIT "A-1"

**DEPICTION OF EASEMENT AREA
(Daybreak Lake Island Plat 1 - Lot 169
Private Water Lateral Easement)**



SCALE 1"=40'



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V11AP8 Lot 678
Water Lateral Easement

PREPARED FOR: **Weekley Homes**