

WHEN RECORDED, MAIL TO:

VP DAYBREAK DEVCO LLC  
9350 S 150 E., Suite 100  
Sandy, UT 84070  
Attn: John Warnick

14242401 B: 11492 P: 3890 Total Pages: 6  
05/20/2024 01:13 PM By: csummers Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: VP DAYBREAK DEVCO LLC  
9350 S 150 E STE 100 SANDY, UT 84070



Affects Parcel No.: 26-24-101-010  
26-24-101-015

## GRANT OF SIDEWALK EASEMENT

This Sidewalk Easement Agreement ("**Easement Agreement**") is entered into this 20 day of May, 2024 by and between VP DAYBREAK DEVCO LLC, a Delaware limited liability company ("**Grantor**"), DTDB 8, LLC, ("**Grantor**") and CITY OF SOUTH JORDAN a municipal corporation of the State of Utah, ("**Grantee**").

### RECITALS

The following Recitals are a material part of this agreement:

- A. The Grantor(s) are the legal owners of the properties situated in Salt Lake County, Utah, with the legal description of the properties attached hereto as Exhibit A (the "Property").
- B. The Grantee intends to construct, maintain, and use a public sidewalk ("Sidewalk") along the frontage of the Property as part of its public infrastructure.

### AGREEMENT

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

#### 1. Grant of Easement.

1.1 Grantor(s) hereby grants to the Grantee a perpetual, non-exclusive easement ("Easement") for the purpose of constructing, reconstructing, repairing, maintaining, and using a public sidewalk as shown on the plans approved by the Grantee, which shall be attached hereto as Exhibit B, along the frontage of the Property.

1.2 The Grantor(s) shall not obstruct, interfere with, or impair the Grantee's use of the Easement for the construction, maintenance, or use of the Sidewalk.

1.3 The Grantor(s) shall be responsible for the maintenance and repair of any improvements, landscaping, or other features located within the Easement area that are not part of the Sidewalk.

2. Indemnification. The Grantor(s) agrees to indemnify, defend, and hold harmless the Grantee from and against any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or related to the Grantor's breach of any provision of this Agreement or any negligent or willful act or omission of the Grantor.

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

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

*[Signatures on Following Page]*

Executed this 20 day of May, 2024

GRANTOR:

VP DAYBREAK DEVCO LLC  
a Delaware limited liability company

By: [Signature]

Its: VP of Land Development

ACKNOWLEDGEMENT

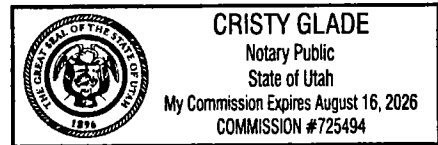
State of Utah )  
 ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 20 day of May, 2024.  
by John Warnick, the VP of Land Development of VP DAYBREAK  
DEVCO, LLC.

[Signature]  
Notary Public

My Commission Expires: August 16, 2026

Residing at: Salt Lake County



Executed this 20 day of May, 2024

GRANTOR:  
DTDB 8, LLC

By: [Signature]

Its: VP of Land Development

ACKNOWLEDGEMENT

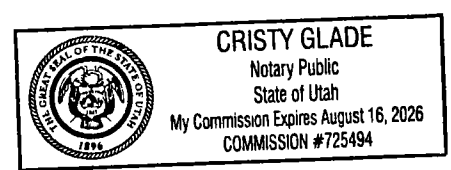
State of Utah )  
 ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 20 day of May, 2024.  
by John Warrick, the VP of Land Development of DTDB 8, LLC.

[Signature]  
Notary Public

My Commission Expires: August 16, 2026

Residing at: Salt Lake County

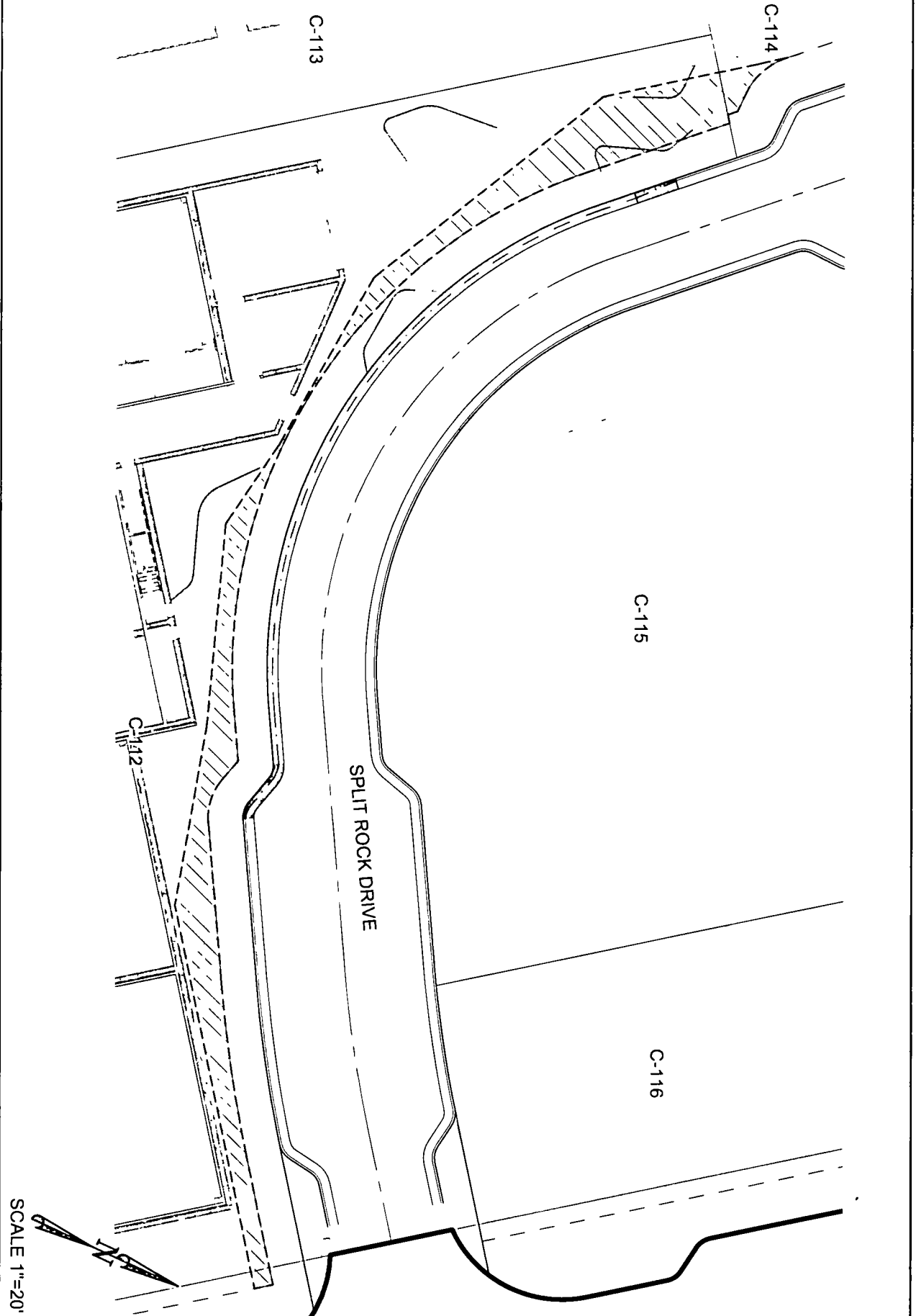


## EXHIBIT A

### Variable width Sidewalk Access Easement over Lot C-112 & C-114 of Daybreak Urban Center Plat 1

Beginning at a point on an existing sidewalk access and P.U.E. easement shown on the Daybreak Urban Center Plat 1 subdivision, said point lies South 89°55'30" East 792.043 feet along the Daybreak Baseline Southeast (Basis of bearings is South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 4926.249 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said existing sidewalk access and P.U.E. easement the following (14) courses: 1) South 43°44'14" East 0.492 feet to a point on a 15.500 foot radius tangent curve to the left, (radius bears North 46°15'46" East, Chord: South 66°39'47" East 12.076 feet); 2) along the arc of said curve 12.404 feet through a central angle of 45°51'06"; 3) South 89°35'20" East 4.594 feet; 4) South 43°44'14" East 2.420 feet; 5) North 53°27'06" East 2.016 feet; 6) South 43°44'14" East 34.527 feet to a point on a 120.500 foot radius tangent curve to the left, (radius bears North 46°15'46" East, Chord: South 81°37'49" East 148.019 feet); 7) along the arc of said curve 159.387 feet through a central angle of 75°47'09"; 8) North 60°28'37" East 11.574 feet; 9) South 74°31'23" East 5.722 feet to a point on a 13.500 foot radius tangent curve to the left, (radius bears North 15°28'37" East, Chord: North 82°58'37" East 10.332 feet); 10) along the arc of said curve 10.603 feet through a central angle of 45°00'00"; 11) North 60°28'37" East 37.348 feet to a point on a 328.500 foot radius tangent curve to the left, (radius bears North 29°31'23" West, Chord: North 56°57'51" East 40.254 feet); 12) along the arc of said curve 40.279 feet through a central angle of 07°01'31"; 13) North 53°27'06" East 30.439 feet; 14) South 36°32'54" East 4.381 feet; thence South 53°27'06" West 90.309 feet; thence South 75°07'09" West 41.831 feet; thence South 70°31'03" West 47.382 feet; thence North 80°50'40" West 22.197 feet; thence North 85°23'32" West 43.630 feet; thence North 62°58'17" West 67.135 feet; thence North 36°44'01" West 36.038 feet; thence North 37°23'50" West 7.191 feet to the point of beginning.

Property contains 0.047 acres, 2027 square feet.



JOB NUMBER 000115	DATE	TIME
	NETWORK	
	PATH	
	DWG NAME	
	LAYOUT	
	DESIGNER	MGR

**PERIGEE CONSULTING**  
 CIVIL • STRUCTURAL • SURVEY

9000 SOUTH 9000 WEST, SUITE 300  
 DUBLIN, OHIO 43017 TEL: 614.881.1111 FAX: 614.881.1112

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**SIDEWALK EASEMENT**  
**LOTS C-112 & C-114 - UCP1**