

173132-CPI

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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01/26/2024 09:52 AM By: salvarado Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

VP DAYBREAK OPERATIONS LLC
9350 S. 150 E., Suite 900
Sandy, Utah 84070
Attention: Cameron Jackson

(Tax Identification No.: 26-22-476-001)

**NOTICE OF APPLICATION OF
DAYBREAK COMMUNITY DOCUMENTS**

NOTICE IS HERBY GIVEN of the following: The Board of Education of Jordan School District (“**District**”) is owner of the certain real property located in South Jordan, Utah, more particularly described on **Exhibit A** attached hereto and incorporated herein (the “**Property**”), upon which it plans to construct and operate an elementary school (the “**Elementary School**”). The Property is located within a community commonly known as Daybreak, which is governed by the certain Community Charter For Daybreak (the “**Charter**”) and that certain Covenant for Community For Daybreak (the “**Covenant**”). VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company, is the successor “**Founder**” of Daybreak under the Charter and Covenant.

Founder hereby exempts District from the payment of Base Assessments, Service Area Assessments, Special Assessments, and Specific Assessments as set forth on Chapter 12 of the Charter, for so long as District owns the Property and operates the Elementary School on the Property. Further, Founder hereby exempts District from participating in the dispute resolution process set forth in Chapter 18 of the Charter, for as long as District owns the Property and operates the Elementary School on the Property.

Founder hereby exempts District from the payment of the Community Enhancement Fee as set forth in Section 2.3 of the Covenant, for transfers to and by the District. In furtherance of the foregoing, Founder hereby exempts District from payment of the Community Enhancement Fee in connection with the transfer of the Property to the District. Founder also hereby exempts District from payment of any Annual Assessment, for as long as District owns the Property and operates the Elementary School on the Property. Further, Founder hereby exempts District from participating in the dispute resolution process set forth in Chapter 3 of the Covenant, for as long as District owns the Property and operates the Elementary School on the Property.

[Signatures on Following Page]

JSD Land Exchange – Notice of Applicability

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

By: LHMRE, LLC,
a Utah limited liability company
Its: Authorized Manager

By: Tara B Donnelly
Name: Tara B. Donnelly
Title: Director of Residential Sales

ACKNOWLEDGMENT

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On Dec 6th, 2023, personally appeared before me, a Notary Public, Tara B Donnelly the Director of Residential Land Sales of LHMRE, LLC, a Utah limited liability company, the Authorized Manager of **VP DAYBREAK OPERATIONS 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 OPERATIONS LLC**, a Delaware limited liability company.

WITNESS my hand and official Seal.

[Signature]
Notary Public in and for said State

My commission expires: 12/19/24

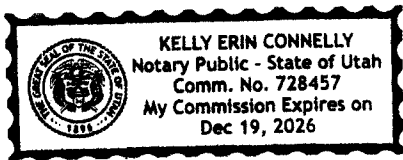


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

V15P1 – Resultant JSD Parcel

Beginning at the Southwest Corner of Lot C-102 of the Daybreak Village 8, Village 9 & Village 13 School Sites Subdivision, said point lies South 89°56'37" East 3211.192 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 863.198 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 C-102 North 15°08'46" East 594.730 feet; thence South 74°51'14" East 125.941 feet to a point on a 230.000 foot radius tangent curve to the left, (radius bears North 15°08'46" East, Chord: South 78°13'42" East 27.075 feet); thence along the arc of said curve 27.091 feet through a central angle of 06°44'55"; thence South 81°36'09" East 332.197 feet to a point on a 530.000 foot radius tangent curve to the left, (radius bears North 08°23'51" East, Chord: South 82°46'50" East 21.794 feet); thence along the arc of said curve 21.795 feet through a central angle of 02°21'22"; thence South 83°57'31" East 289.379 feet; thence South 06°02'29" West 248.185 feet to a point on a 330.000 foot radius tangent curve to the left, (radius bears South 83°57'31" East, Chord: South 01°49'25" West 48.539 feet); thence along the arc of said curve 48.583 feet through a central angle of 08°26'06"; thence South 02°23'38" East 307.809 feet to the Northerly Right-of-Way Line of Meadow Grass Drive; thence along said Meadow Grass Drive the following (5) courses: 1) South 87°36'22" West 25.313 feet; 2) North 85°16'08" West 40.311 feet; 3) South 87°36'22" West 158.166 feet; 4) North 81°08'36" West 200.759 feet; 5) North 76°22'33" West 519.444 feet to the point of beginning.

Property contains 12.006 acres.