

WHEN RECORDED, MAIL TO:

South Jordan City  
1600 West Towne Center Drive  
South Jordan, Utah 84095

14292127 B: 11520 P: 3821 Total Pages: 3  
09/25/2024 09:15 AM By: tpham Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: SOUTH JORDAN CITY  
1600 WEST TOWNE CENTER DRIVE SOUTH JORDAN, UT 84095



Affects Parcel No. 26-24-101-001  
Daybreak Urban Center Plat 2

### IRRIGATION EASEMENT

VP DAYBREAK DEVCO LLC, a Utah limited liability company ("GRANTOR"), for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, hereby GRANTS AND CONVEYS to the CITY OF SOUTH JORDAN, a municipal corporation of the State of Utah ("GRANTEE") and its successors and assigns a permanent easement for water line facilities and appurtenances thereto (the "EASEMENT") upon the following described property situated in Salt Lake County, Utah, and legally described as follows and depicted graphically as EXHIBIT A:

Beginning at a point that lies South 89°55'30" East 10.626 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 4472.142 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 56°05'24" West 10.000 feet; thence North 33°54'36" West 12.295 feet; thence North 56°36'58" East 10.000 feet; thence South 33°54'36" East 12.203 feet to the point of beginning.

Property contains 0.003 acres, 122 square feet.

GRANTEE reserves the EASEMENT, so long as GRANTEE determines that such irrigation line facilities shall be required, with the right of ingress and egress to GRANTEE and its officers, employees, representatives, agents, and assigns to enter upon the EASEMENT with such equipment as is necessary to construct, install, maintain, repair, inspect, protect, remove, and replace said water line facilities and appurtenances.

GRANTOR shall have the right to use premises except for the purpose for which the EASEMENT is granted to GRANTEE, provided such use shall not interfere with the water line facilities and appurtenances thereto or any other rights granted to GRANTEE hereunder. This waterline easement shall be binding upon, and inure to the benefit of the successors and assigns of GRANTOR and may be assigned in whole or part by the GRANTEE.

[SIGNATURE PAGE FOLLOWS]

Executed this 23 day of September, 2024

GRANTOR:

VP DAYBREAK DEVCO LLC  
a Utah limited liability company

By: LHMRE, LLC  
Its: Operating Manager

By: Michael Kunkel

Name: Michael Kunkel

Its: Treasurer

ACKNOWLEDGEMENT

State of Utah )  
) ss.

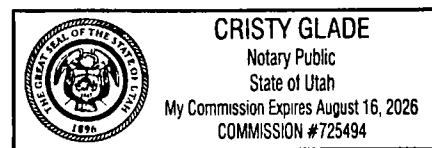
County of Salt Lake )

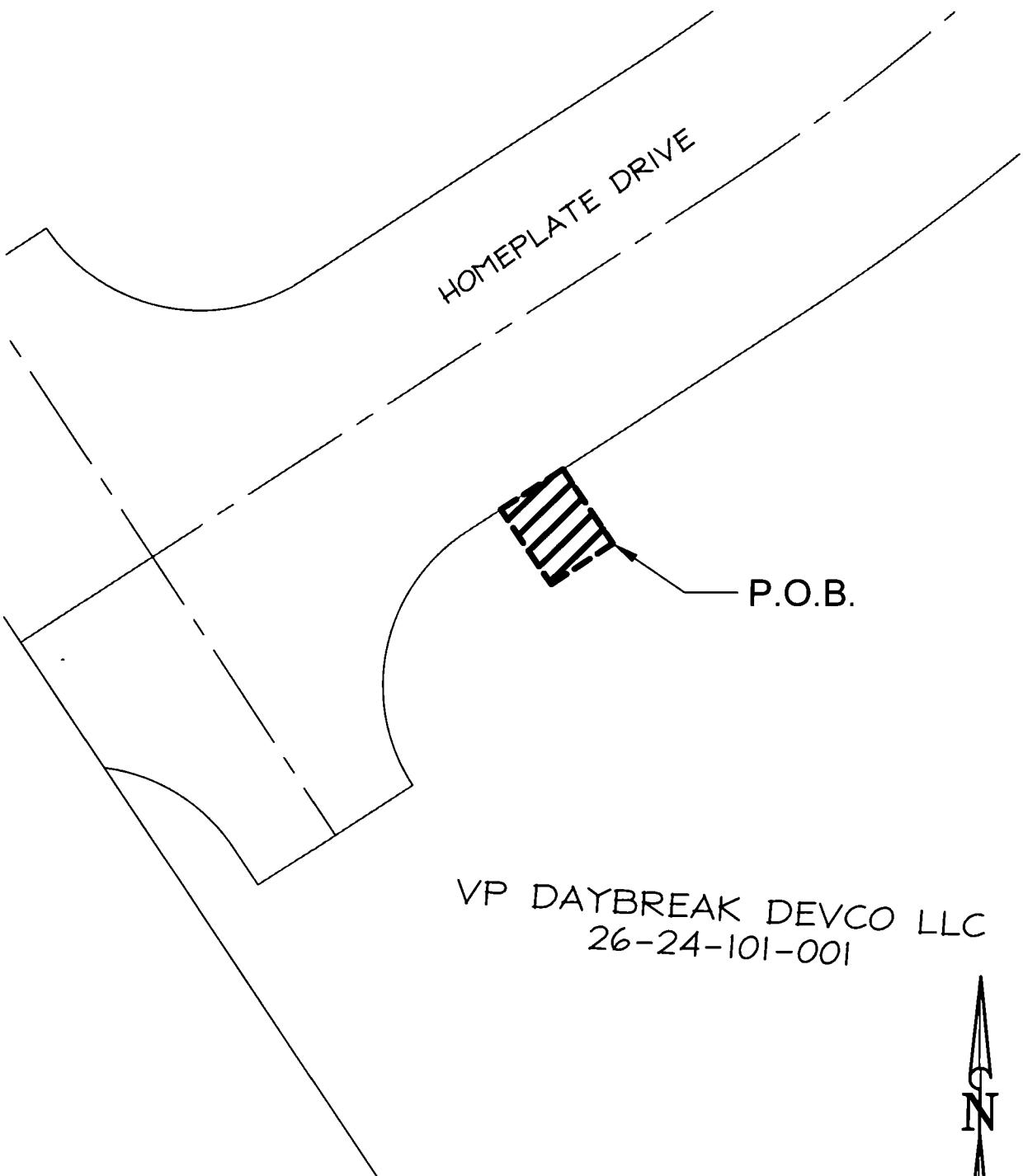
The foregoing instrument was acknowledged before me this 23 day of September, 2024.  
by Michael Kunkel, the Treasurer of VP DAYBREAK  
DEVCO, LLC a Utah limited liability company.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: August 16, 2026

Residing at: Sandy, UT





SCALE 1"=20'



**PERIGEE**  
CONSULTING  
CIVIL • STRUCTURAL • SURVEY

6080 SOUTH 1000 WEST, SUITE 100  
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WEST JORDAN, UT 84088  
[WWW.PERIGEEDEV.COM](http://WWW.PERIGEEDEV.COM)

**IRRIGATION EASEMENT  
UCP2**

PREPARED FOR: LHMRE