

WHEN RECORDED, MAIL TO:

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

Affects Parcel Nos. 26-24-101-017-0000 and 26-24-101-043-0000

### WATER LINE EASEMENT

DTDB 13, LLC, a Utah limited liability company and DTDB 11, LLC, together as ("GRANTORS"), 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:

Daybreak Urban Center Plat 1 Building 13 Water Meter Easement

Beginning at a point on the Southwest Line of an existing water easement, said point lies South 89°55'30" East 1044.456 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 4354.651 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 38°26'37" West 3.381 feet; thence North 51°33'23" West 10.333 feet; thence North 38°26'37" East 3.284 feet to said existing water easement; thence along said existing water easement South 52°05'50" East 10.333 feet to the point of beginning.

Property contains 0.001 acres, 34 square feet.

GRANTEE reserves the EASEMENT, so long as GRANTEE determines that such water 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.

GRANTORS 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 GRANTORS and may be assigned in whole or part by the GRANTEE.

[SIGNATURE PAGE FOLLOWS]

DATED this 5<sup>th</sup> day of February, 2025.

“GRANTORS”

**DTDB 13, LLC**, a Utah limited liability company

By: LHMRE, LLC  
Its: Operating Manager

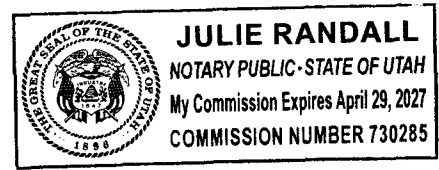
By: [Signature]  
Name: Michael Kunkel  
Its: Treasurer

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

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of February, 2025, by Michael Kunkel, the Treasurer of LHMRE, LLC the Operating Manager of DTDB 13, LLC.

[Signature: Julie Randall]  
Notary Public

My commission expires: April 29, 2027  
Residing at: Sandy, Utah



**DTDB 11, LLC**, a Utah limited liability company

By: LHMRE, LLC  
Its: Operating Manager

By: [Signature]  
Name: Michael Kunkel  
Its: Treasurer

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

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of February, 2025,  
by Michael Kunkel, the Treasurer of LHMRE) LLC the  
Operating Manager of DTDB 11, LLC.

Julie Randall  
Notary Public

My commission expires: April 29, 2027

Residing at: Sandy, Utah

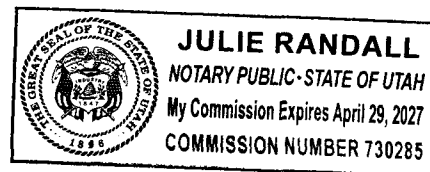


EXHIBIT A

