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10/03/2025 10:05 AM By: EMehanovic Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: PERIGEE CONSULTING
ATTN: ROBERT HAIGHT 9089 S 1300 W, SUITE 160 WEST JORDAN, UT 84081



Recording Requested and
after recording, please return to:

Perigee Consulting
Attention: Robert Haight
9089 S. 1300 W. Suite 160
West Jordan, UT 84088

APN: 26-22-151-010

PRIVATE WATER LATERAL EASEMENT AGREEMENT

THIS PRIVATE WATER LATERAL EASEMENT AGREEMENT (this "**Agreement**") is entered into this 1 day of Oct, 2025.

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 182 & 184 (hereafter, "Grantor's Property"), of that certain plat map entitled "DAYBREAK VILLAGE 12B PLAT 3" recorded on July 3, 2025, as Entry No. 11312025, in Book 2025P, Page 162 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 182 & 184 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]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

GRANTOR: VP Daybreak Devco, LLC

By: LHMRE, LLC

Its: Operating Manager

By: [Signature]

Its: Treasurer

STATE OF UTAH)
:ss.
COUNTY OF SALT LAKE)

On October 1, 2025, personally appeared before me, a Notary Public, Michael Kunkel, the Treasurer of LHMRE, LLC, 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 LHMRE, LLC the Operating Manager of VP Daybreak Devco, LLC

Julie Randall
NOTARY PUBLIC

[SEAL]

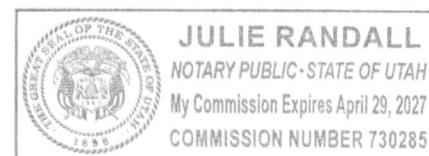


EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA (Daybreak Village 12B Plat 3 - Lot 182 & 184 Private Water Lateral Easement)

Daybreak Village 12B Plat 3, Lot 182 Water Lateral Easement

Beginning at a point on the Southerly Line of Lot P-110 of the Daybreak Village 12B Plat 3 subdivision, said point also being a point on a 451.000 foot radius non tangent curve to the left, (radius bears South 07°23'43" East, Chord: South 82°17'13" West 5.000 feet), said point lies South 89°56'37" East 750.974 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 3571.602 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 P-110 and the arc of said curve 5.000 feet through a central angle of 00°38'07"; thence North 07°42'47" West 30.103 feet; thence North 04°05'35" East 29.758 feet to the North Line of said Lot P-110; thence along said Lot P-110 South 85°54'25" East 5.000 feet; thence South 04°05'35" West 29.242 feet; thence South 07°42'47" East 29.586 feet to the point of beginning.

Property contains 0.007 acres, 297 square feet.

Daybreak Village 12B Plat 3, Lot 184 Water Lateral Easement

Beginning at a point on the Southerly Line of Lot P-110 of the Daybreak Village 12B Plat 3 subdivision, said point also being a point on a 451.000 foot radius non tangent curve to the left, (radius bears South 10°17'55" West, Chord: North 80°01'14" West 5.027 feet), said point lies South 89°56'37" East 889.654 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 3568.224 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 P-110 and the arc of said curve 5.027 feet through a central angle of 00°38'19"; thence North 04°05'35" East 51.293 feet to the North Line of said Lot P-110; thence along said Lot P-110 South 85°54'25" East 5.000 feet; thence South 04°05'35" West 51.809 feet to the point of beginning.

Property contains 0.006 acres, 258 square feet.

EXHIBIT "A-1"

DEPICTION OF EASEMENT AREA
(Daybreak Village 12B Plat 3 - Lot 182
& 184 Private Water Lateral Easement)

