

WHEN RECORDED, MAIL TO:

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



Affects Parcel No. 26-24-101-014

WATER LINE EASEMENT

VP Daybreak Devco, LLC , a Delaware 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:

Lot C-107 to C-108, Daybreak Urban Center Plat 1 Waterline Easement

Beginning at a on the Northeast Line of Lot C-107 of Daybreak Urban Center Plat 1, said point lies South 89°55'30" East 1028.802 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 4249.545 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 73°34'20" West 11.567 feet; thence North 51°04'20" West 9.087 feet; thence North 36°33'28" West 15.298 feet; thence North 08°26'32" East 10.574 feet; thence North 19°41'32" East 2.109 feet to said Northeast Line of Lot C-107; thence along said Lot C-107 South 36°34'20" East 6.488 feet; thence South 08°26'32" West 5.985 feet; thence South 36°33'28" East 12.591 feet; thence South 51°04'20" East 7.456 feet; thence South 73°34'20" East 3.937 feet to said Northeast Line of Lot C-107; thence along said Lot C-107 South 36°34'20" East 8.308 feet to the point of beginning.

Property contains 0.005 acres, 197 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.

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]

DATED this 20th day of January, 2024⁵.

“GRANTOR”

VP Daybreak Devco, LLC, a Delaware limited liability company
By: LHMRE, LLC
Its: Operating Manager

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

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

The foregoing instrument was acknowledged before me this 20th day of January, 2024⁵,
by Michael Kunkel, the Treasurer of LHMRE, LLC

[Signature]
Notary Public

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

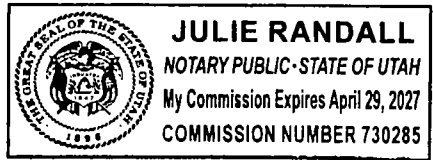


EXHIBIT A

