



WHEN RECORDED, MAIL TO:

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

Affects Parcel No. 26-22-151-003

### OFFSITE STORM DRAIN 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 an Offsite Storm Drain 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°56'37" East 460.437 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 3276.425 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 22°13'08" West 10.000 feet; thence North 67°46'52" East 164.046 feet; thence North 77°57'01" East 42.400 feet; thence South 12°02'59" East 10.000 feet; thence South 77°57'01" West 5.500 feet; thence South 12°02'59" East 23.579 feet; thence South 77°57'01" West 10.000 feet; thence North 12°02'59" West 23.579 feet; thence South 77°57'01" West 26.010 feet; thence South 67°46'52" West 163.156 feet to the point of beginning.

Property contains 0.053 acres, 2291 square feet.

GRANTEE reserves the EASEMENT, so long as GRANTEE determines that such Offsite Storm Drain 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 Offsite Storm Drain 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 26<sup>th</sup> day of August, 2024

**GRANTOR:**  
**VP DAYBREAK DEVCO LLC**  
A Delaware limited liability company

By: LHMRE, LLC  
Its: Operating Manager

By: [Signature]  
Its: CFO

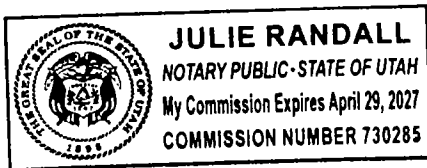
ACKNOWLEDGEMENT

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

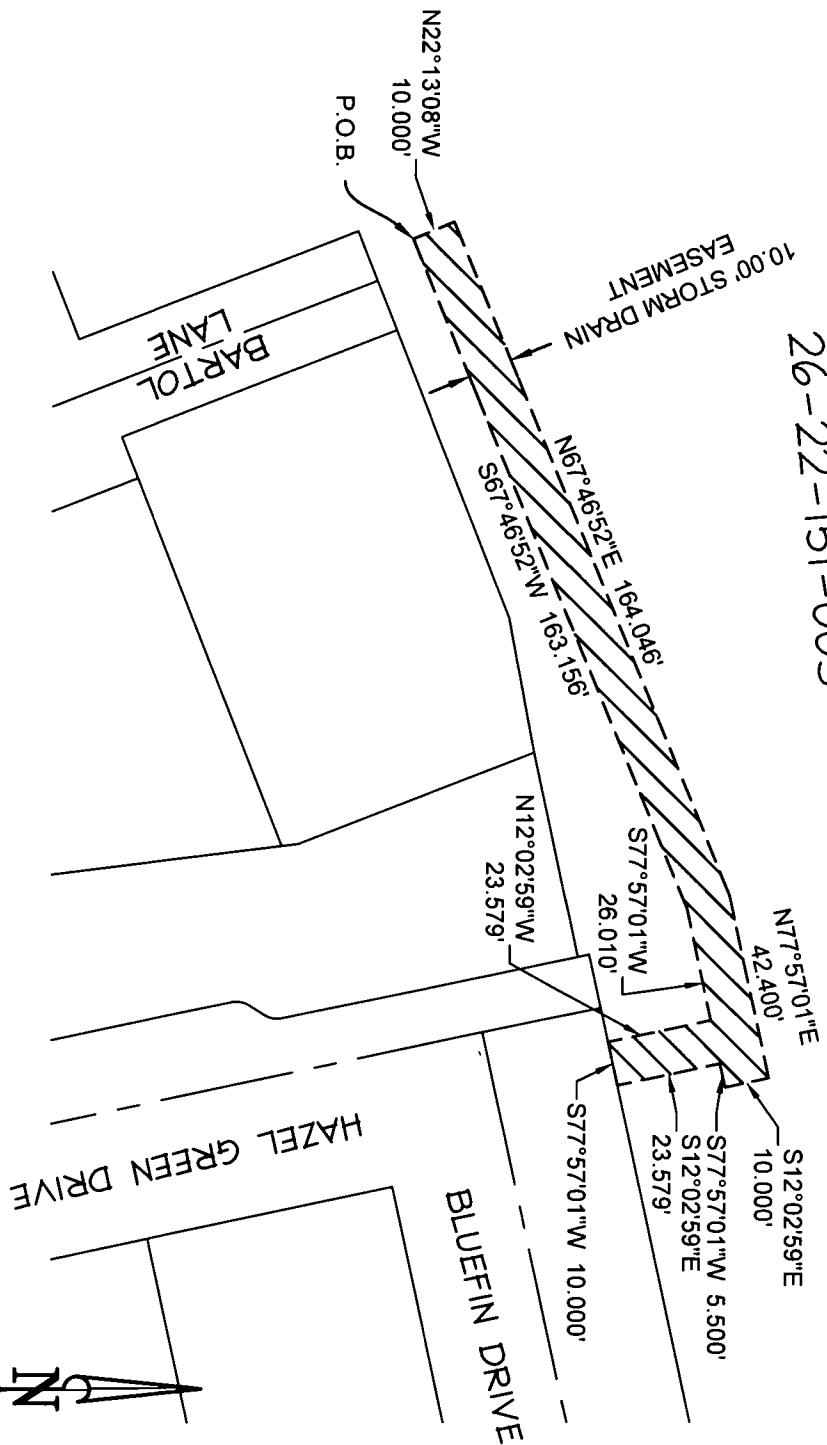
The foregoing instrument was acknowledged before me this 26 day of August, 2024.  
by Eric Carlson, the CFO of LHMRE, LLC the of VP Daybreak  
Devco, LLC. Operating manager

[Signature]  
Notary Public  
My Commission Expires: April 29, 2027  
Residing at: Sandy, Utah 84047

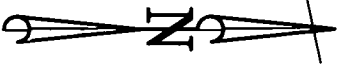
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VP DAYBREAK DEVCO LLC  
26-22-151-003



SCALE 1"=40'



**PERIGEE**  
CONSULTING  
CIVIL • STRUCTURAL • SURVEY

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**OFFSITE STORM DRAIN EASEMENT  
VILLAGE 12B PLAT 1A**

PREPARED FOR: MILLER FAMILY REAL ESTATE