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When Recorded Return to:
Mr. Craig L. White
South Valley Sewer District
P.O. Box 629
Riverton, UT 84065

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01/28/2021 09:33 AM \$0.00
Book - 11107 Pg - 4055-4060
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 629
RIVERTON UT 84065
BY: NUA, DEPUTY - WI 6 P.

PARCEL I.D.# 26-24-303-001-0000
26-24-303-002-0000
26-24-353-012-0000
GRANTOR: DAYBREAK 23, L.L.C.
DAYBREAK 4, L.L.C.
(Daybreak Business Park)
Page 1 of 6

EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the Southwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey.

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTORS hereby grant, convey, sell, and set over unto South Valley Sewer District, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called the FACILITIES, said right-of-way and easement, being situate in Salt Lake County, State of Utah, over and through a parcel(s) of the GRANTORS' land lying within a strip twenty (20) feet wide, more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Contains: 29,772 square feet or 0.68 acres

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction and/or maintenance periods, GRANTEE and its contractors may use such portion of GRANTORS' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. After initial construction of the FACILITIES, by GRANTEE, GRANTEE, at GRANTEE's sole expense, will maintain or repair, the FACILITIES, if needed, within the immediate pipe zone area, which area is described as follows: that area twelve inches above, six inches below and twelve inches immediately adjacent to the sewer pipe. GRANTOR(S) will hereafter, at GRANTORS' sole expense, maintain and repair all improvements of any kind and all areas located outside of the immediate pipe zone area, which shall include but not be limited to, grading, trench consolidation, utilities, irrigation facilities and any other improvements located within or adjacent to the twenty (20) foot wide easement area described hereinabove.

GRANTOR(S) shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of sewage through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTOR(S) shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this right-of-way and easement nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTOR(S) and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

The covenants and provisions contained herein shall be deemed to run with the land and shall be binding upon the GRANTOR(S) and the GRANTEE and their respective heirs, officers, employees, members, representatives, agents, successors and assigns.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this _____ day of _____, 20__.

GRANTOR(S)

DAYBREAK 23, L.L.C.

By: Nate R. Bullen

Its: V.P., Colmena Capital, Inc., a Manager
Title

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

On the 7th day of December, 2020, personally appeared before me Nate R. Bullen who being by me duly sworn did say that (s)he is the V.P. of Colmena Capital, Inc., a Manager of DAYBREAK 23, L.L.C. a limited liability company, and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement; and duly acknowledged to me that said limited liability company executed the same.

Yvonne M Schenk
Notary Public

My Commission Expires: 10/29/2022

Residing in: S.L. County



DAYBREAK 4, L.L.C.

By: [Signature]

Its: VP, Colmena Capital, Inc., a Manager
Title

STATE OF UTAH)
) :SS
COUNTY OF SALT LAKE)

On the 7th day of December, 2020, personally appeared before me Nate R. Bulleri who being by me duly sworn did say that (s)he is the VP, Colmena Capital, Inc., a Manager of DAYBREAK 4, L.L.C. a limited liability company, and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement; and duly acknowledged to me that said limited liability company executed the same.

[Signature]
Notary Public

My Commission Expires: 10/29/2022

Residing in: S.L. County



AGREED TO AND ACCEPTED BY:

GRANTEE:

South Valley Sewer District

Craig L. White, General Manager

ATTEST:

Clerk

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

On the _____ day of _____, 20____, personally appeared before me Craig L. White, who being by me duly sworn, did say that he is the General Manager of **SOUTH VALLEY SEWER DISTRICT**, a governmental entity, and that said instrument was signed in behalf of the District by authority of its Board of Trustees and acknowledged to me that the District executed the same.

NOTARY PUBLIC

My Commission Expires: _____

Residing in: _____

Exhibit 'A'

20.0' Sewer Easement – Daybreak Business Park

A sewer easement being a part of Lots C-103, C-104, and C-105, Daybreak Village 7A Plat 3 Subdivision recorded May 18, 2020 as Entry No. 13272988 in Book 2020 of Plats, at Page 118 in the Office of the Salt Lake County Recorder. Said easement is located in the Southwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and described as follows:

Beginning at a point on the southeasterly line of said Lot C-103, which is 10.76 feet S. 53°27'06" W. from the easterly corner of said Lot C-103, said point also being 1152.40 feet S. 89°55'30" E. along the "Daybreak Baseline Southeast" per said Daybreak Village 7A Plat 3 and 1408.39 feet North from the Southwest Corner of said Section 24; thence S. 53°27'06" W. 19.91 feet along said southeasterly line of Lot C-103; thence S. 78°46'42" W. 59.21 feet; thence S. 53°27'08" W. 788.45 feet; thence N. 36°32'52" W. 20.00 feet; thence N. 53°27'08" E. 780.70 feet; thence N. 36°32'52" W. 624.07 feet to the northwesterly line of said Lot C-103; thence N. 53°39'49" E. 20.00 feet along said northwesterly line; thence S. 36°32'52" E. 627.66 feet; thence N. 78°46'42" E. 64.73 feet; thence S. 47°24'05" E. 14.23 feet to the **Point of Beginning**.

The above described easement contains 29,772 square feet in area or 0.683 acre, more or less.

EXHIBIT B: By this reference, made a part hereof.

BASIS OF BEARING: S. 89°55'30" E. per said Daybreak Village 7A Plat 3 Subdivision along a monument line between the Southwest corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and the Southeast Corner of Section 19, Township 3 South, Range 1 West, Salt Lake Base and Meridian.

LEGEND

- Lot Boundary
- Adjacent Parcel
- - - - 20.0' Sewer Easement

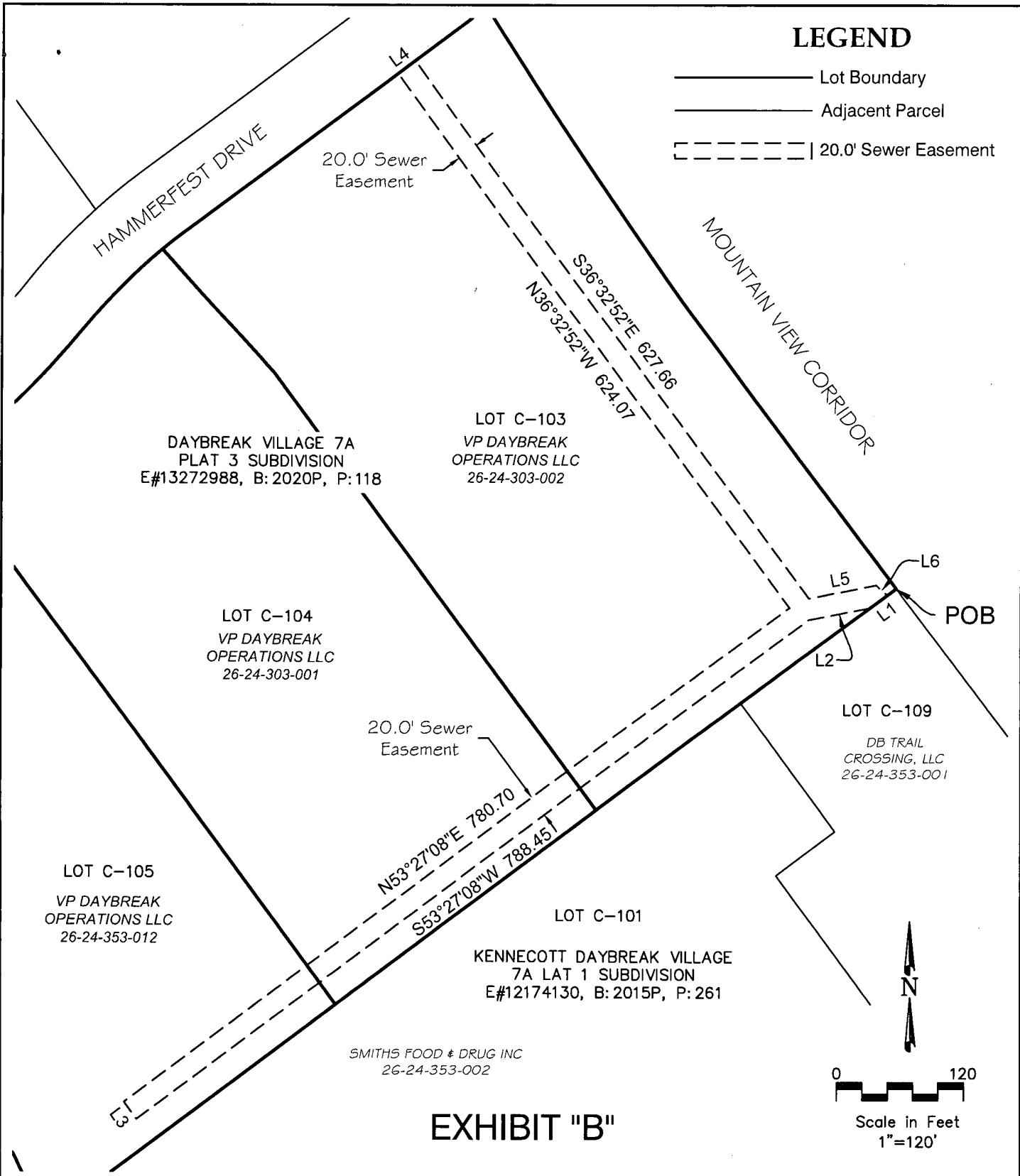


EXHIBIT "B"

<p>VP DAYBREAK OPERATIONS LLC Sewer Easement</p>	<p>PREPARED BY: CIR CIVIL ENGINEERING + SURVEYING</p>
<p>Assessor Parcel No: 26-24-353-012, 26-24-303-001, 26-24-303-002</p>	<p>3032 South 1030 West, Suite 202, Salt Lake City, Utah 84119</p>
<p>Southwest Quarter Sec. 24, T.3S., R.2W., S.L.B.&M.</p>	<p>October 31, 2020 Page 2 of 2</p>