

When Recorded Return to:  
Joel Thompson  
Jordan Basin Improvement District  
P.O. Box 629  
Riverton, UT 84065

14373150 B: 11564 P: 8258 Total Pages: 4  
04/18/2025 01:28 PM By: EMehanovic Fees: \$0.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: JORDAN BASIN IMPROVEMENT DISTRICT  
PO BOX 629 RIVERTON, UT 84065



PARCEL I.D.# 26-22-103-005-0000  
GRANTOR: VP DAYBREAK DEVCO LLC  
**(Daybreak Village 12A Plat 5)**  
Page 1 of 4

## EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the Northwest Quarter of Section 22, 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 Jordan Basin Improvement 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, said strip extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

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

Contains: 8,831 square feet or 0.20 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 and vehicles as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction 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. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTORS 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.

GRANTORS 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 GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this 28 day of March, 2025.

GRANTOR(S)

VP DAYBREAK DEVCO LLC

By: LHMRE, LLC

Its: Operating Manager

By: Michael Kunkel 

Its: Treasurer

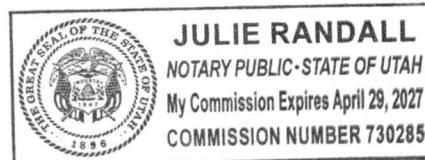
STATE OF UTAH )  
:ss  
COUNTY OF SALT LAKE )

On the 28 day of March, 2025, personally appeared before me Michael Kunkel who being by me duly sworn did say that (s)he is the Treasurer of LHMRE, LLC a limited liability company, Operating Manager of VP DAYBREAK DEVCO LLC 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.

My Commission Expires: April 29, 2027

Residing in: Sandy, Utah

  
Notary Public



## **Exhibit 'A'**

### **DAYBREAK VILLAGE 12A PLAT 5 SEWER EASEMENT**

#### **(Line 1)**

A twenty (20) foot wide sanitary sewer easement, located in the Northwest Quarter of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement extending ten (10) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

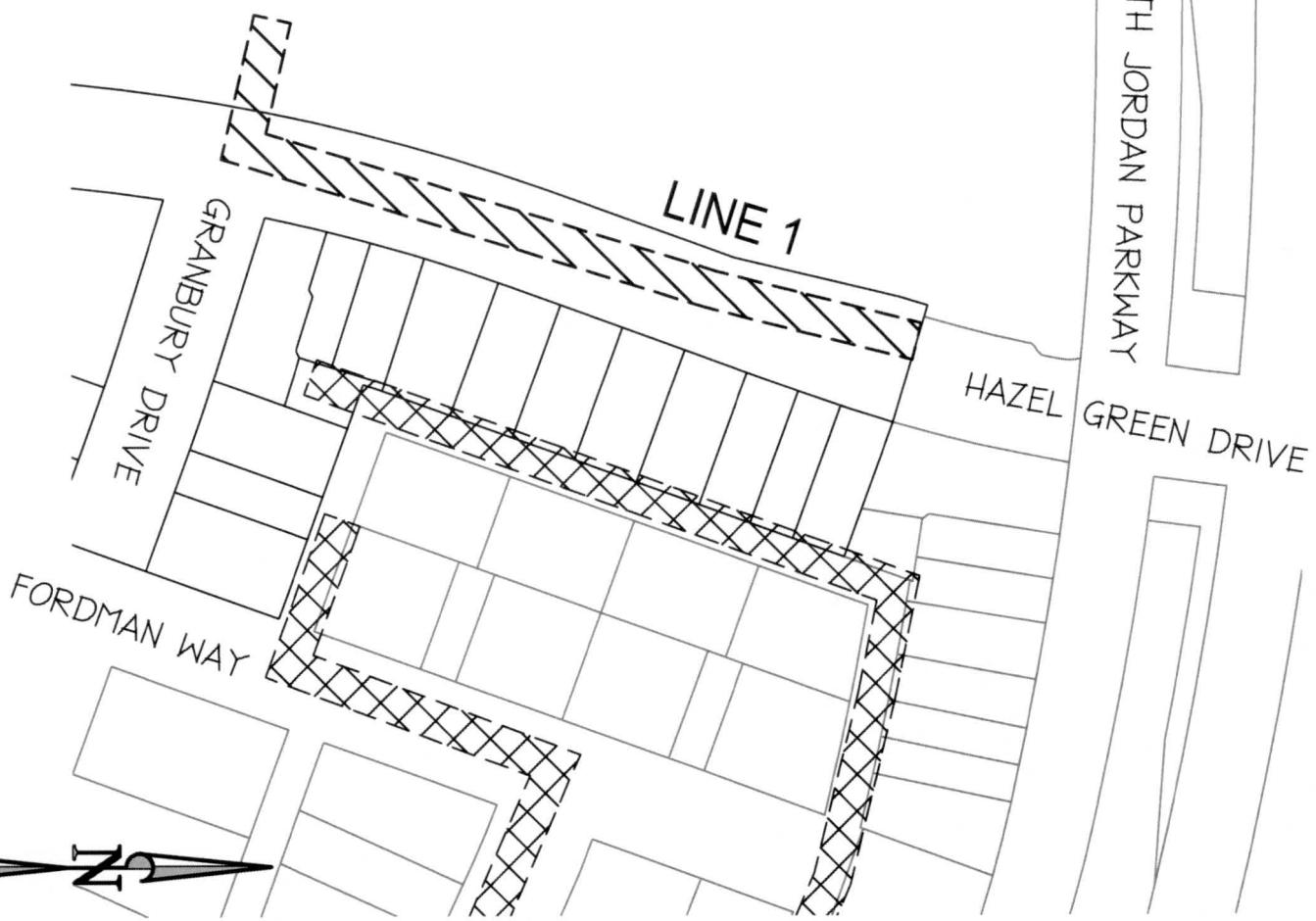
Beginning at a point on the South Right-of-Way Line of Hazel Green Drive, said point lies South  $89^{\circ}56'37''$  East 658.274 feet along the Daybreak Baseline Southwest (Being South  $89^{\circ}56'37''$  East 10583.405 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 23, T3S, R2W) and North 4708.800 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South  $14^{\circ}11'08''$  West 112.957 feet; thence South  $17^{\circ}11'37''$  West 259.326 feet; thence North  $77^{\circ}06'03''$  West 69.345 feet to the point of terminus.

Contains: (approx. 442 L.F.)

## LEGEND

 PROPOSED 20' WIDE SEWER EASEMENT

 EXISTING 20' WIDE SEWER EASEMENT  
RECORDED IN BOOK 11107 PAGE 4040



SCALE 1"=100'



**PERIGEE**  
CONSULTING  
CIVIL • STRUCTURAL • SURVEY

9080 SOUTH 1300 WEST, SUITE 100  
801.929.8004 TEL 801.929.8011 FAX

WEST JORDAN, UT 84088  
[WWW.PERIGEECIVL.COM](http://WWW.PERIGEECIVL.COM)

## VILLAGE 12A PLAT 5 SEWER EASEMENTS

PREPARED FOR: MILLER FAMILY REAL ESTATE

14373150 B: 11564 P: 8261

Page 4 of 4