

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

14423140 B: 11593 P: 4403 Total Pages: 4
08/15/2025 01:04 PM By: Jattermann Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: JORDAN BASIN IMPROVEMENT DISTRICT
C/O JOEL THOMPSON PO BOX 629 RIVERTON, UT 84065



PARCEL I.D.# 26-22-163-003-0000
GRANTOR VP DAYBREAK DEVCO 2, LLC
(Daybreak Village 12B Plat 1 Amended)
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: 911 square feet or 0.021 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 right 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 the right-of-way and easement nor change the contour thereof without the written consent of GRANTEE. The 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 ____ day of _____, 20____.

GRANTOR(S)

VP DAYBREAK DEVCO 2, LLC

By: [Signature]

Its: _____
Title _____

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On the 13 day of August, 2025 personally appeared before me Eric Carlson who being by me duly sworn did say that (s)he is the Vice President of VP DAYBREAK DEVCO 2, 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.

[Signature]
Notary Public

My Commission Expires March 30, 2027

Residing in: State of Utah

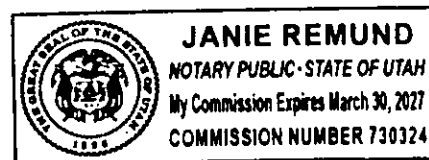


Exhibit 'A'

DAYBREAK VILLAGE 12B PLAT 1 REMAINDER 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 more particularly described as follows:

Beginning at a point on the Southerly Right-of-Way Line of Linger Lane as shown on the Daybreak Village 12B Plat 1 subdivision, said point lies South $89^{\circ}56'37''$ East 1215.678 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 2730.071 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Linger Lane the following (2) courses: 1) South $82^{\circ}16'26''$ West 28.284 feet; 2) North $52^{\circ}43'34''$ West 41.897 feet; thence North $37^{\circ}16'26''$ East 16.000 feet to the Northerly Right-of-Way Line of said Linger Lane; thence along said Linger Lane the following (2) courses: 1) South $52^{\circ}43'34''$ East 29.613 feet; 2) North $82^{\circ}16'26''$ East 5.657 feet; thence South $52^{\circ}43'34''$ East 28.284 feet to the point of beginning.

Property contains 0.021 acres, 911 square feet.

EASY BEE ROAD

LAKE AVENUE

P.O.B.

P.O.B.

LEGEND

PROPOSED SEWER EASEMENT

EXISTING 20' WIDE SEWER EASEMENT
RECORDED IN BOOK 11024 PAGE 3800

PREVIOUSLY SUBMITTED EASEMENT FOR
DAYBREAK VILLAGE 12B PLAT 1 AMENDED

SCALE 1"=50'



PERIGEE
CONSULTING
CIVIL • STRUCTURAL • SURVEY

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WEST JORDAN, UT 84088
PVP/PERIGEE/UT

VILLAGE 12B PLAT 1 AMENDED REMAINDER SEWER EASEMENT

PREPARED FOR: MILLER FAMILY REAL ESTATE