

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

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09/23/2020 11:28 AM \$0.00
Book - 11024 Pg - 3786-3792
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 629
RIVERTON UT 84065
BY: JLA, DEPUTY - WI 7 P.

PARCEL I.D.# 26-22-327-001-0000
GRANTOR: VP DAYBREAK DEVCO LLC
(Daybreak Village 11A Plat 4)
Page 1 of 5

EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the Southwest 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 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, 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: approx. 36,200 sf or 0.831 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 8 day of SEPTEMBER, 2020.

GRANTOR(S)

VP DAYBREAK DEVCO LLC,
a Delaware limited liability company

By: Daybreak Communities LLC,
a Delaware limited liability company,
Its: Project Manager

By: [Signature]

Its: PRESIDENT & CEO
Title

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

On the 8th day of September, 2020, personally appeared before me Ty McCutcheon who being by me duly sworn did say that he is the President & CEO of Daybreak Communities LLC, a Delaware limited liability company, the project manager of **VP DAYBREAK DEVCO LLC, a Delaware 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: 2/24/23

Residing in: Salt Lake County



Exhibit 'A'

**DAYBREAK VILLAGE 11A PLAT 4
SEWER EASEMENTS**

(Line 1)

A twenty (20) foot wide sanitary sewer easement, located in the Southwest 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 that lies South $89^{\circ}56'37''$ East 1450.898 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 2031.062 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 55.445 feet; thence North 83.439 feet; thence North $70^{\circ}58'33''$ East 72.771 feet; thence North $03^{\circ}41'11''$ East 71.988 feet; thence North 14.551 feet; thence North $00^{\circ}28'11''$ West 178.765 feet; thence North $52^{\circ}43'34''$ West 50.089 feet to the point of terminus.

Contains: (approx. 527 L.F.)

(Line 2)

A twenty (20) foot wide sanitary sewer easement, located in the Southwest 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 that lies South $89^{\circ}56'37''$ East 1469.323 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 2280.075 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence East 55.000 feet to the point of terminus.

Contains: (approx. 55 L.F.)

(Line 3)

A twenty (20) foot wide sanitary sewer easement, located in the Southwest 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 that lies South $89^{\circ}56'37''$ East 1637.323 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 2227.224 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 38.469 feet; thence South $89^{\circ}59'54''$ West 113.000 feet to the point of terminus.

Contains: (approx. 151 L.F.)

(Line 4)

A twenty (20) foot wide sanitary sewer easement, located in the Southwest 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 that lies South $89^{\circ}56'37''$ East 1561.898 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 1842.617 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence East 68.000 feet to the point of terminus.

Contains: (approx. 68 L.F.)

(Line 5)

A twenty (20) foot wide sanitary sewer easement, located in the Southwest 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 that lies South $89^{\circ}56'37''$ East 1647.323 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 1273.703 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 217.499 feet; thence North 234.734 feet; thence West 17.424 feet; thence North 116.766 feet; thence North 243.999 feet; thence West 179.000 feet to the point of terminus.

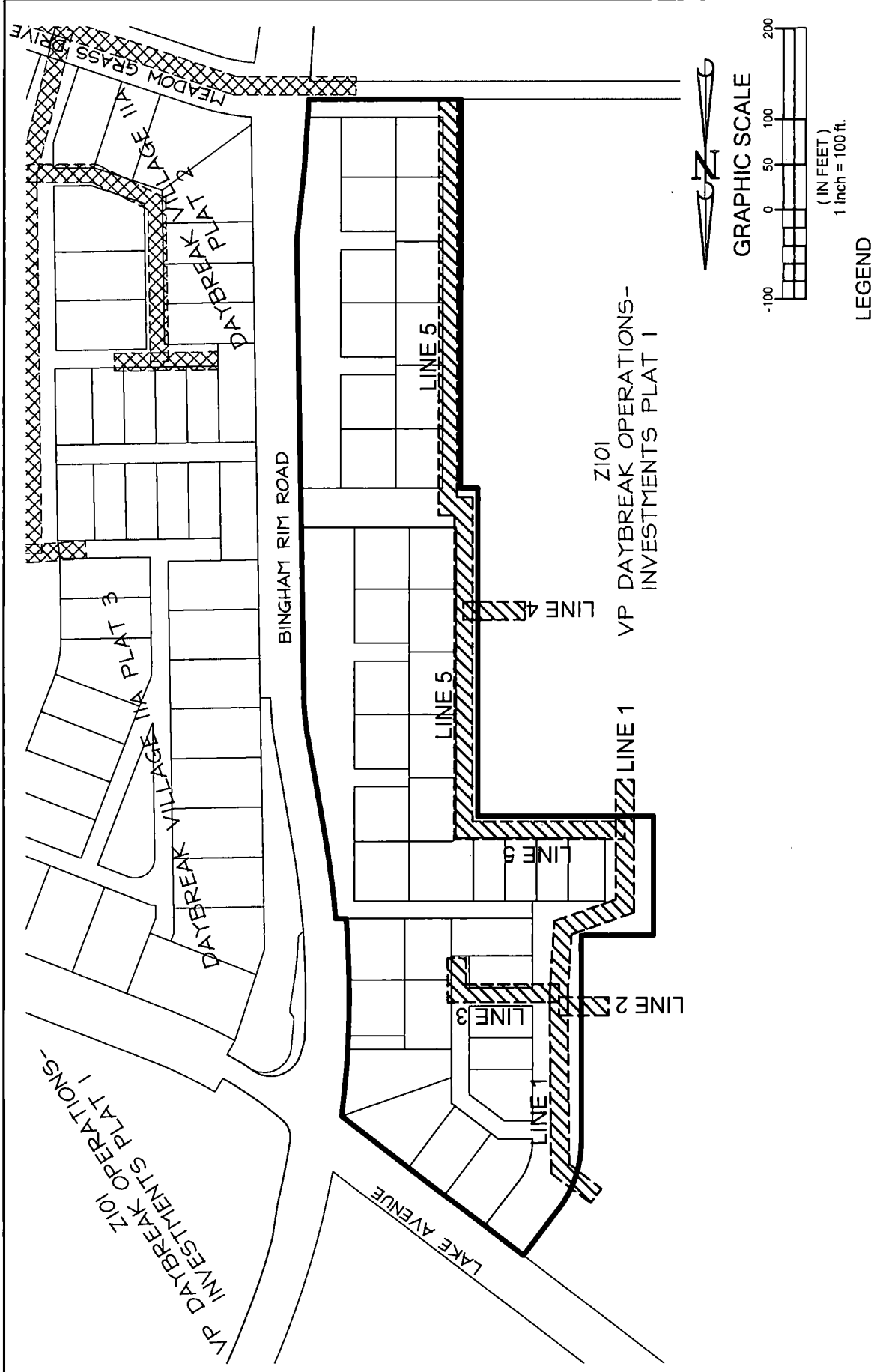
Contains: (approx. 1009 L.F.)

DATE SUBMITTED: 09-08-2020
 PREPARED FOR: DAYBREAK COMMUNITIES
 SEWER EASEMENTS
 DAYBREAK VILLAGE IIA PLAT 4
EXHIBIT A

PERIGEE CONSULTING
 CIVIL • SURVEYING • SOILS
 6800 NORTH 90TH STREET, SUITE 100
 EDEN PRAIRIE, MINNESOTA 55424
 TEL: 952.935.4444 FAX: 952.935.4445
 WWW.PERIGEECONSULTING.COM

DATE: _____
 TIME: _____
 NETWORK: _____
 PATH: _____
 DWS NAME: _____
 LAYOUT: _____
 DESIGNER: _____
 MGR: _____

SHEET NUMBER
 JOB NUMBER
00728



LENDER'S CONSENT AND SUBORDINATION


**EASEMENTS AGREEMENT (SEWER)
Daybreak Village 11A Plat 4**

PARCEL I.D. #: 26-22-327-001

THE UNDERSIGNED, THE BENEFICIARY UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST, DATED DECEMBER 19, 2019, ENCUMBERING THE HEREIN DESCRIBED REAL PROPERTY (THE "DEED OF TRUST"), HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THAT CERTAIN EASEMENTS AGREEMENT (SEWER), DATED AS OF SEPTEMBER 8, 2020, BETWEEN VP DAYBREAK DEVCO LLC, A DELAWARE LIMITED LIABILITY COMPANY (AS GRANTOR), AND SOUTH VALLEY SEWER DISTRICT, A BODY POLITIC OF THE STATE OF UTAH (AS GRANTEE) (THE "EASEMENTS"), TO WHICH THIS LENDER'S CONSENT AND SUBORDINATION IS ATTACHED.

THE UNDERSIGNED LENDER HEREBY CONSENTS TO THE EASEMENTS AND MAKES THE LIEN OF THE DEED OF TRUST SUBORDINATE THERETO. THIS LENDER'S CONSENT AND SUBORDINATION SHALL NOT OTHERWISE AFFECT THE PRIORITY OF MORTGAGES AND/OR LIENS AGAINST THE REAL PROPERTY DESCRIBED HEREIN, BUT SHALL SOLELY EVIDENCE THE LENDER'S INTENT TO SUBORDINATE ITS LIEN OF THE DEED OF TRUST TO THE EASEMENTS. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER.

U.S. BANK NATIONAL ASSOCIATION
d/b/a Housing Capital Company

By: 
Name: Rhonda Harold
Title: Vice President

[SIGNATURE MUST BE NOTARIZED]
[Notary acknowledgement on following page]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.


STATE OF CALIFORNIA

COUNTY OF FRESNO

On September 2, 2020, before me, **Lori Beckman, a Notary Public**, personally appeared **Rhonda Harold** who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

[SEAL]

