

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

13221702
03/20/2020 10:59 AM \$0.00
Book - 10912 Pg - 6739-6744
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 629
RIVERTON UT 84065
BY: STA. DEPUTY - WI 6 P.

PARCEL I.D.# 26-22-328-001
GRANTOR: VP DAYBREAK DEVCO LLC
(Daybreak Village 11 Plat 3)
Page 1 of 4

EASEMENTS

Twenty (20) foot wide sanitary sewer easements located in the South Half 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, perpetual rights-of-way and easements 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 rights-of-way and easements, being situate in Salt Lake County, State of Utah, over and through a parcel(s) of the GRANTORS' land lying within strips 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: 14,494 square feet or 0.333 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 rights-of-way and easements 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 these rights-of-way and easements are 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 these rights-of-way and easements nor change the contour thereof without the written consent of GRANTEE. These rights-of-way and easement grants 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 these rights-of-way and Easements this 6th day of March, 2020.

GRANTOR(S)

VP Daybreak Devco LLC
a Delaware limited liability company

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 6th day of March, 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: sept 17, 2023

Residing in: Salt Lake County

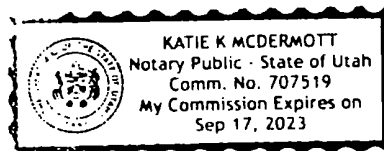


Exhibit 'A'

**DAYBREAK VILLAGE 11A PLAT 3
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 North 89°49'44" West 679.857 feet along the Section Line and North 1772.527 feet from the South Quarter Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 00°57'15" West 414.000 feet to the point of terminus.

Contains: (approx. 414 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 North 89°49'44" West 744.848 feet along the Section Line and North 1771.251 feet from the South Quarter Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 89°02'45" East 65.000 feet; thence North 85°58'43" East 94.950 feet to the point of terminus.

Contains: (approx. 160 L.F.)

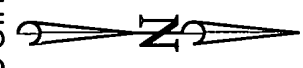
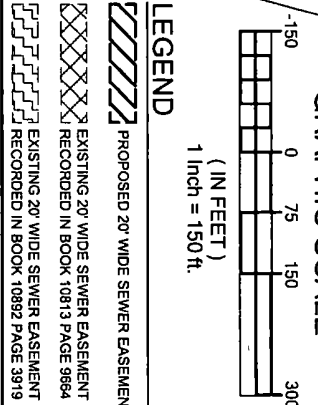
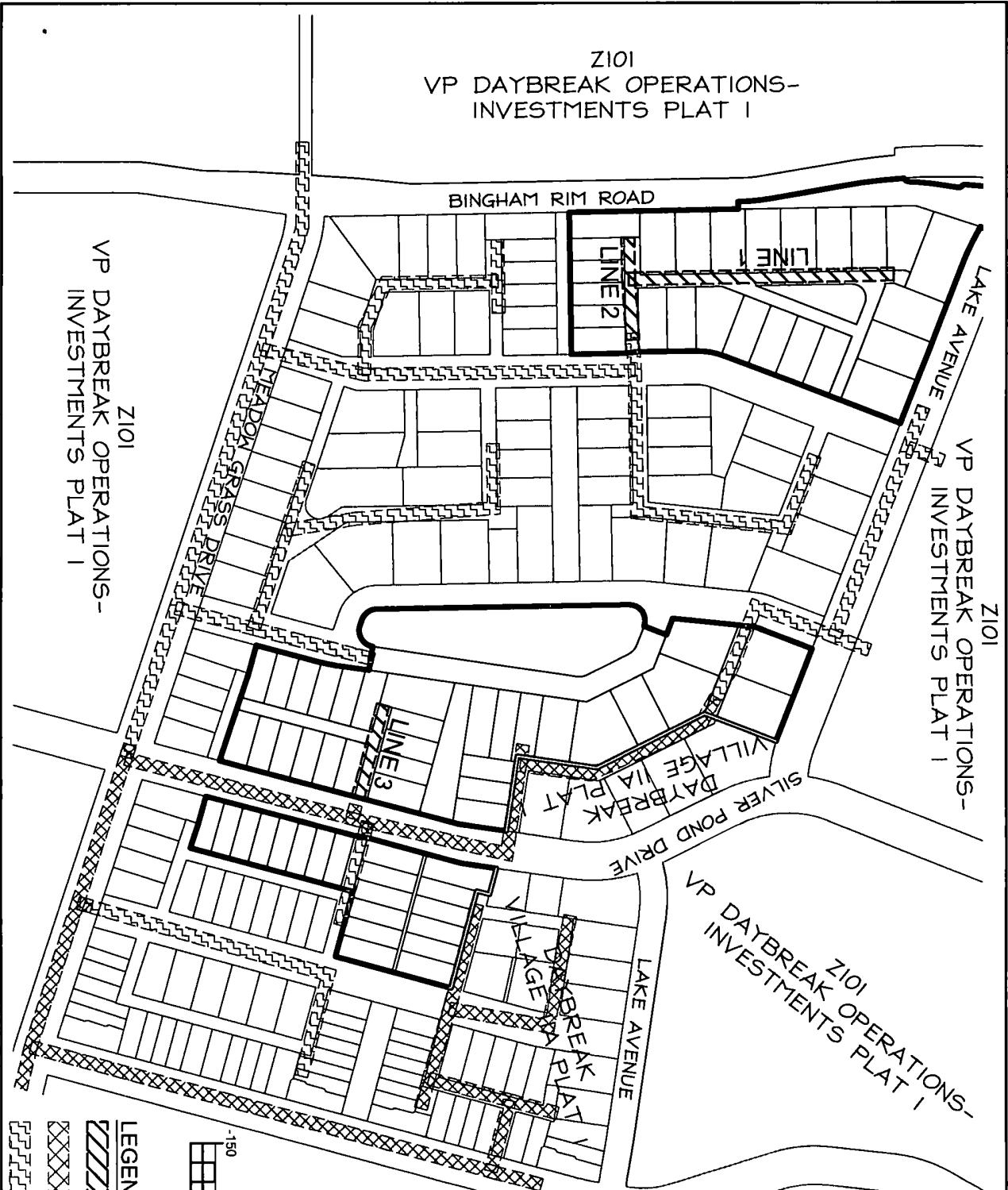
(Line 3)

A twenty (20) foot wide sanitary sewer easement, located in the South Half 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 North 89°49'44" West 10.731 feet along the Section Line and North 1392.013 feet from the South Quarter Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 74°51'14" East 150.892 feet to the point of terminus.

Contains: (approx. 151 L.F.)

XREFS:



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

PERIGEE CONSULTING
 CIVIL • STRUCTURAL • SURVEY

3000 SOUTH 10TH WEST, SUITE 200
 DUBLIN, OHIO 43017 TEL: 614.891.8100 FAX: 614.891.8101
 10000 JENNIFER DRIVE, SUITE 100
 COLUMBUS, OHIO 43240 TEL: 614.891.8100 FAX: 614.891.8101

EXHIBIT A
 SEWER EASEMENTS
 DAYBREAK VILLAGE 11A PLAT 3

PREPARED FOR: DAYBREAK COMMUNITIES DATE SUBMITTED: 02-26-2020

SHEET NUMBER
 0017B

LENDER'S CONSENT AND SUBORDINATION

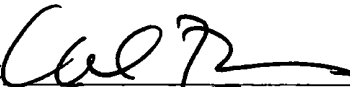
**EASEMENTS AGREEMENT (SEWER)
Daybreak Village 11 Plat 3**

PARCEL I.D. #26-22-328-001

THE UNDERSIGNED, THE BENEFICIARY UNDER THOSE CERTAIN CONSTRUCTION DEEDS OF TRUST, DATED DECEMBER 19, 2019, ENCUMBERING THE HEREIN DESCRIBED REAL PROPERTY (COLLECTIVELY, THE "DEEDS OF TRUST"), HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THAT CERTAIN EASEMENTS AGREEMENT (SEWER), DATED AS OF MARCH 6, 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 LIENS OF THE DEEDS 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 LIENS OF THE DEEDS 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: CARL F. SANDERSON
Title: SVP

[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 3/4/2020 before me, Lori Beckman, Notary Public,
(here insert name of the officer)

personally appeared Carl F. Swanson 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 Lori Beckman (Seal)

