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08/23/2017 09:50 AM \$0.00  
Book - 10591 Pg - 88-94  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH VALLEY SEWER DISTRICT  
PO BOX 629  
RIVERTON UT 84065  
BY: DCA, DEPUTY - WI 7 P.

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

**PARCEL I.D.#** 26-24-258-003, 26-24-258-008, 26-24-407-008, 26-24-258-006,  
26-24-258-007, 26-24-258-005, 26-24-257-001, 26-24-257-002

**GRANTOR:** VP Daybreak Operations LLC  
(Daybreak South Station Multi Family 2)

Page 1 of 5

## EASEMENTS

Twenty (20) foot wide sanitary sewer easements located in the East Half 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, 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 strips extending ten (10) feet on each side of and lying parallel and adjacent to lines of reference and projection thereof, more particularly described as follows:

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

Contains: 1.35 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 21 day of AUGUST, 2017.

GRANTOR(S)

VP Daybreak Operations LLC,  
a Delaware limited liability company

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

By: [Signature]

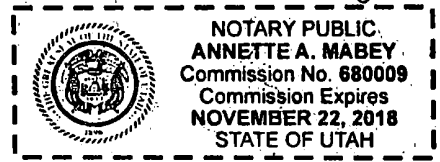
Its: PRESIDENT & CEO  
Title

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE        )

On the 21<sup>st</sup> day of August, 2017, 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 Operations 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: 11/22/2018  
Residing in: Layton, Utah



**Exhibit 'A'**  
**DAYBREAK SOUTH STATION MULTI FAMILY #2**  
**SEWER EASEMENTS**

**(Line 1)**

A twenty (20) foot wide sanitary sewer easement, located in the Northeast Quarter of Section 24, 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°58'42" East 109.843 feet along the Section Line and North 2903.753 feet from the South Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 53°27'06" East 149.714 feet; thence North 63°41'37" East 95.187 feet; thence North 66°04'38" East 258.034 feet; thence North 56°09'50" East 127.374 feet; thence North 53°29'23" East 124.469 feet to the point of terminus.

Contains: (approx. 755 L.F.)

**(Line 2)**

A twenty (20) foot wide sanitary sewer easement, located in the Northeast Quarter of Section 24, 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°58'42" East 276.004 feet along the Section Line and North 3088.362 feet from the South Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 36°32'54" East 66.231 feet to the point of terminus.

Contains: (approx. 66 L.F.)

**(Line 3)**

A twenty (20) foot wide sanitary sewer easement, located in the Northeast Quarter of Section 24, 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°58'42" East 510.772 feet along the Section Line and North 3194.612 feet from the South Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 36°31'38" East 68.113 feet to the point of terminus.

Contains: (approx. 68 L.F.)

**(Line 4)**

A twenty (20) foot wide sanitary sewer easement, located in the Northeast Quarter of Section 24, 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°58'42" East 841.256 feet along the Section Line and North 3069.918 feet from the South Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 36°32'41" East 10.000 feet; thence South 35°58'39" East 202.054 feet; thence South 52°50'47" West 189.378 feet; thence South 36°32'54" East 111.000 feet to the point of terminus.

Contains: (approx. 512 L.F.)

**(Line 5)**

A twenty (20) foot wide sanitary sewer easement, located in the East Half of Section 24, 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°58'42" East 581.407 feet along the Section Line and North 2663.045 feet from the South Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 36°32'54" East 153.000 feet to the point of terminus.

Contains: (approx. 153 L.F.)

**(Line 6)**

A twenty (20) foot wide sanitary sewer easement, located in the East Half of Section 24, 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°58'42" East 484.318 feet along the Section Line and North 2401.888 feet from the South Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 53°42'29" East 233.497 feet; thence North 53°27'06" East 259.603 feet; thence North 53°27'06" East 212.356 feet to the point of terminus.

Contains: (approx. 705 L.F.)

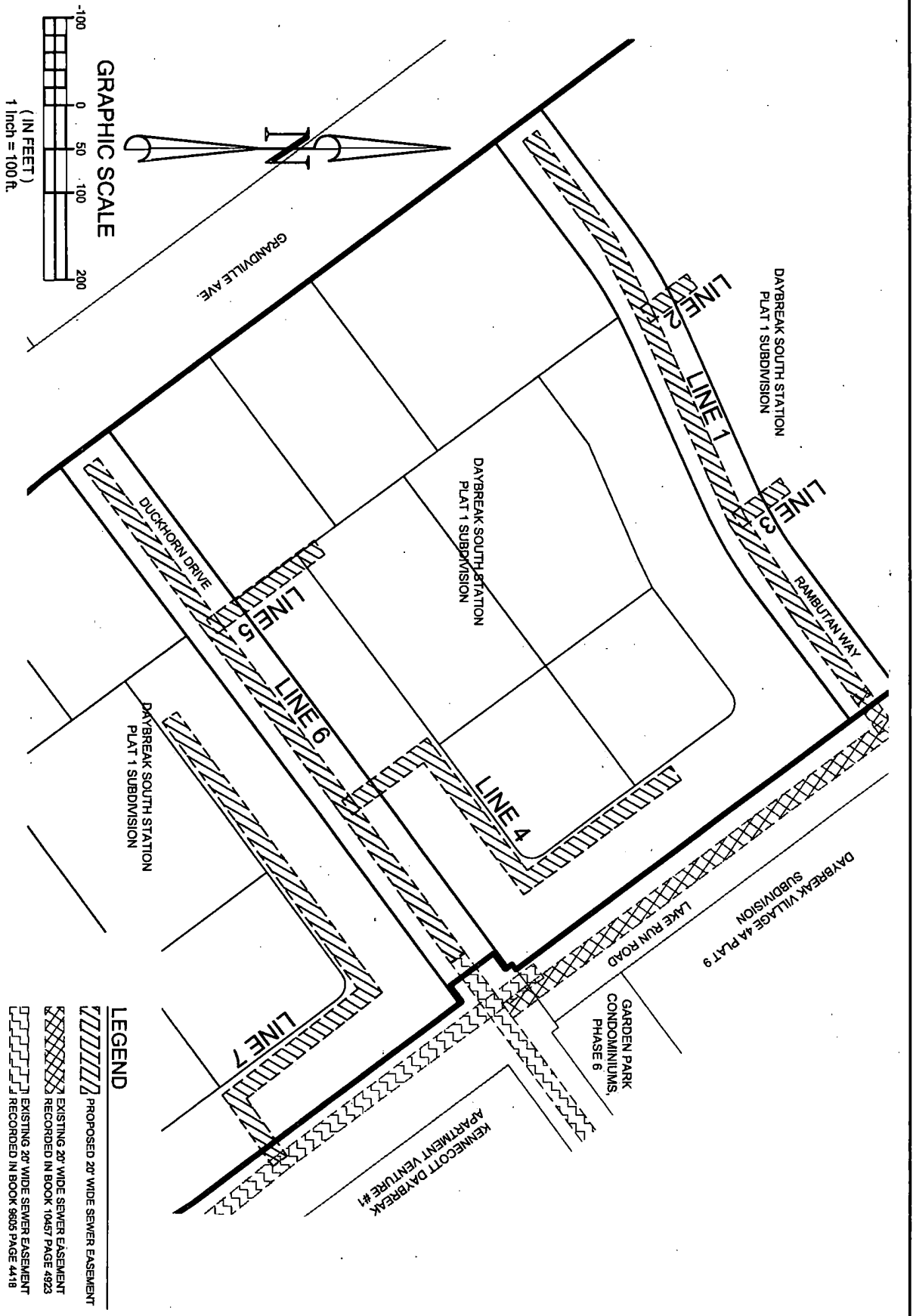
**(Line 7)**

A twenty (20) foot wide sanitary sewer easement, located in the East Half of Section 24, 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°58'42" East 776.521 feet along the Section Line and North 2491.642 feet from the South Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 53°45'19" East 387.380 feet; thence South 37°43'17" East 196.041 feet; thence North 54°24'24" East 89.990 feet to the point of terminus.

Contains: (approx. 673 L.F.)

98275



**LEGEND**

	PROPOSED 20' WIDE SEWER EASEMENT
	EXISTING 20' WIDE SEWER EASEMENT RECORDED IN BOOK 10467 PAGE 4923
	EXISTING 20' WIDE SEWER EASEMENT RECORDED IN BOOK 9805 PAGE 4418

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_  
 NETWORK: \_\_\_\_\_  
 PATH: \_\_\_\_\_  
 DWG NAME: \_\_\_\_\_  
 LAYOUT: \_\_\_\_\_  
 DESIGNER: \_\_\_\_\_ MGR: \_\_\_\_\_

SHEET NUMBER: \_\_\_\_\_ OF \_\_\_\_\_ SHEETS

**PERIGEE CONSULTING**  
 CIVIL - STRUCTURAL - SURVEY

3000 ROCKY HILL ROAD, SUITE 100  
 BURLINGTON, VT 05403-1000  
 TEL: 802-249-1000 FAX: 802-249-1001  
 WWW.PERIGEECONSULTING.COM

**EXHIBIT A**  
 SEWER EASEMENTS  
 DAYBREAK SOUTH STATION MULTI FAMILY #1

PREPARED FOR: VP DAYBREAK OPERATIONS DATE SUBMITTED: 07-17-2017


**LENDER'S CONSENT AND SUBORDINATION**

**EASEMENTS – DAYBREAK SOUTH STATION MULTI FAMILY #2**

THE UNDERSIGNED, THE BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST, DATED DECEMBER 19, 2016, ENCUMBERING THE HEREIN DESCRIBED REAL PROPERTY (THE "DEED OF TRUST"), HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THE EASEMENTS DATED AS OF August 21, 2017 FROM VP DAYBREAK OPERATIONS LLC TO SOUTH VALLEY SEWER DISTRICT (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: CARL F. SWANSON  
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 August 21, 2017, before me, **Lori Beckman**, a **Notary Public**, 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]

