

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 - 3800-3807
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 629
RIVERTON UT 84065
BY: JLA, DEPUTY - WI 8 P.

PARCEL I.D.# 26-22-151-001-0000
26-22-103-001-0000
26-22-178-001-0000
GRANTOR: VP DAYBREAK DEVCO LLC
VP DAYBREAK INVESTCO 6 LLC
(Daybreak Village 12A Plat 1)

Page 1 of 6

EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the West 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, 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. 72,360 sf or 1.661 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

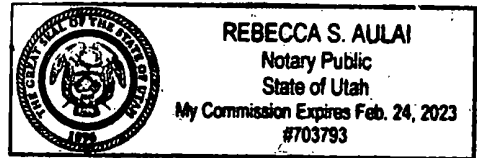
STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

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



VP Daybreak Investco 6 LLC,
a Utah 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 Investco 6, a Utah 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

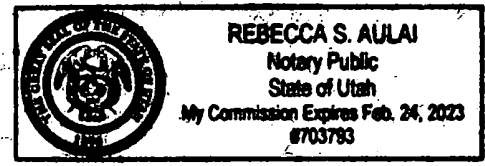


Exhibit 'A'

**DAYBREAK VILLAGE 12A PLAT 1
SEWER EASEMENTS**

(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 that lies South 89°49'44" East 1296.195 feet along the Section Line and North 2828.555 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 37°16'26" East 101.000 feet; thence North 52°36'33" West 144.836 feet; thence North 00°14'56" West 197.164 feet to the Northeasterly Right-of-way of Lake Avenue and the point of terminus.

Contains: (approx. 443 L.F.)

(Line 2)

A twenty (20) foot wide sanitary sewer easement, located in the West 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 South 89°49'44" East 1498.648 feet along the Section Line and North 2758.026 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 39°05'05" East 62.318 feet; thence South 55°47'32" East 225.110 feet; thence South 20°27'21" West 146.605 feet to the Northeasterly Right-of-way of Lake Avenue and the point of terminus.

Contains: (approx. 434 L.F.)

(Line 3)

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 that lies South 89°49'44" East 1620.425 feet along the Section Line and North 3210.594 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 30°00'00" West 42.278 feet; thence South 60°00'00" East 343.000 feet; thence North 30°00'00" East 122.000 feet; thence South 60°00'00" East 106.000 feet to the Northwesterly Right-of-way of Bingham Rim Road and the point of terminus.

Contains: (approx. 613 L.F.)

(Line 4)

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 that lies South $89^{\circ}49'44''$ East 1747.787 feet along the Section Line and North 3431.570 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South $30^{\circ}00'00''$ West 45.000 feet; thence South $60^{\circ}00'00''$ East 343.000 feet; thence South $30^{\circ}00'00''$ West 130.000 feet to the point of terminus.

Contains: (approx. 518 L.F.)

(Line 5)

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 that lies South $89^{\circ}49'44''$ East 1622.799 feet along the Section Line and North 3774.713 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South $60^{\circ}00'00''$ East 324.500 feet; thence South $60^{\circ}00'00''$ East 298.500 feet; thence South $30^{\circ}00'00''$ West 114.000 feet to the Northeasterly Right-of-way of Docksider Drive and the point of terminus.

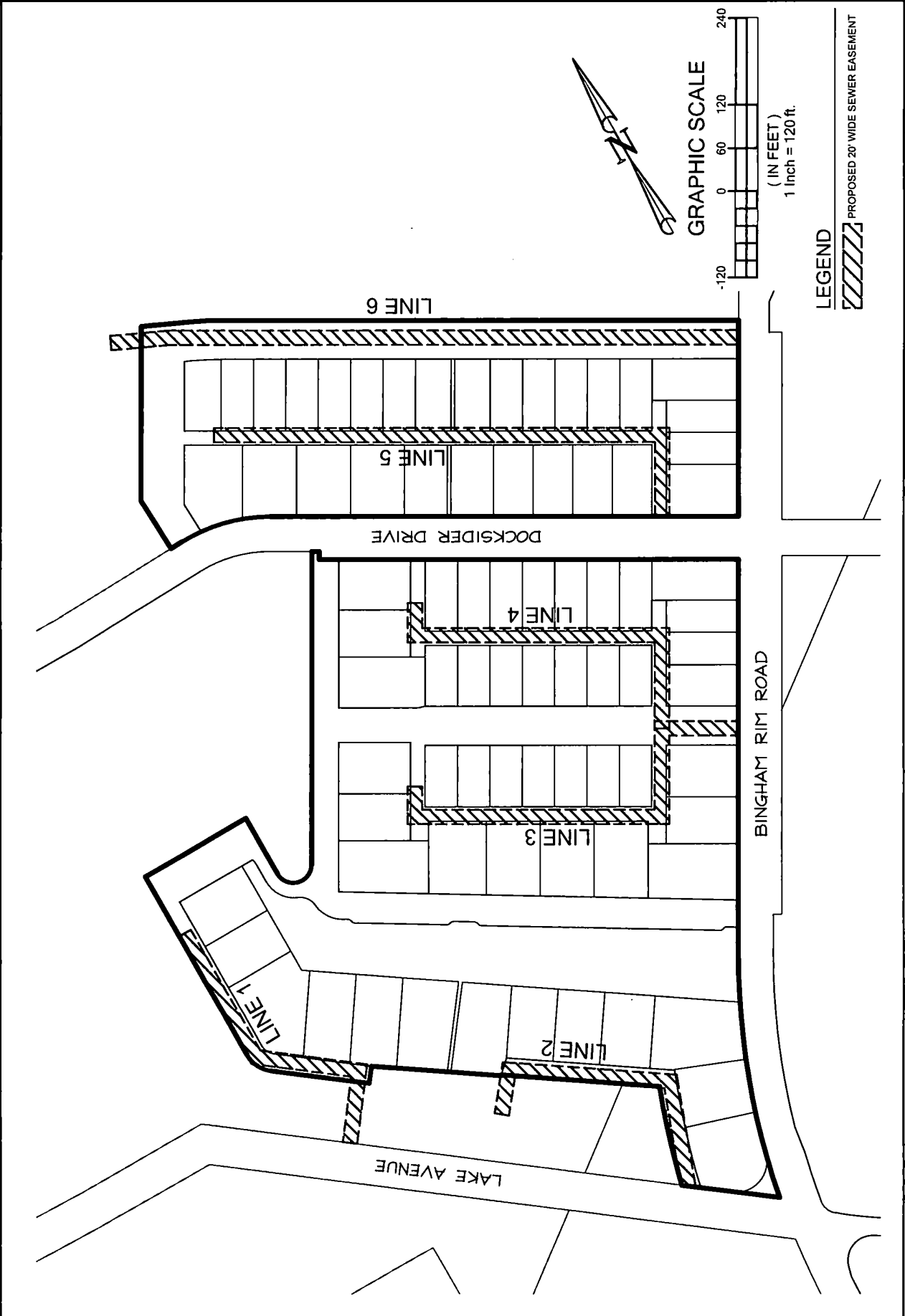
Contains: (approx. 737 L.F.)

(Line 6)

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 that lies South $89^{\circ}49'44''$ East 1562.750 feet along the Section Line and North 3957.416 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South $65^{\circ}22'40''$ East 81.554 feet; thence South $60^{\circ}00'00''$ East 341.625 feet; thence South $60^{\circ}00'00''$ East 341.625 feet; thence South $60^{\circ}00'00''$ East 108.000 feet to the Northwesterly Right-of-way of Bingham Rim Road and the point of terminus.

Contains: (approx. 873 L.F.)



LENDER'S CONSENT AND SUBORDINATION


**EASEMENT AGREEMENT (SEWER)
Daybreak Village 12A Plat 1**

PARCEL I.D. #'s 26-22-151-001-0000, 26-22-103-001-0000, and 26-22-178-001-0000

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 EASEMENT AGREEMENT (SEWER), DATED AS OF SEPTEMBER 8, 2020, BETWEEN VP DAYBREAK DEVCO LLC, A DELAWARE LIMITED LIABILITY COMPANY AND VP DAYBREAK INVESTCO 6 LLC, A UTAH LIMITED LIABILITY COMPANY (COLLECTIVELY, AS GRANTOR), AND SOUTH VALLEY SEWER DISTRICT, A BODY POLITIC OF THE STATE OF UTAH (AS GRANTEE) (THE "EASEMENT"), TO WHICH THIS LENDER'S CONSENT AND SUBORDINATION IS ATTACHED.

THE UNDERSIGNED LENDER HEREBY CONSENTS TO THE EASEMENT 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 EASEMENT. 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]

