



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

13601822
 03/18/2021 11:33 AM \$0.00
 Book - 11139 Pg - 190-196A
RASHELLE HOBBS
 RECORDER, SALT LAKE COUNTY, UTAH
 SOUTH VALLEY SEWER DISTRICT
 PO BOX 629
 RIVERTON UT 84065
 BY: ADA, DEPUTY - WI X P.
 8

PARCEL I.D.# 26-13-301-002-0000
 26-13-334-001-0000
 26-13-301-004-0000
 26-13-301-003-0000

GRANTORS: AMERICAN ACADEMY OF INNOVATION
 VP DAYBREAK OPERATIONS, LLC
(Daybreak North Station Multifamily #1)

Page 1 of 6

EASEMENTS

Twenty (20) foot wide sanitary sewer easements located in the West Half of Section 13, 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: 27,102 square feet or 0.62 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

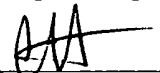
FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTORS shall have the right to use the above-described property except for the purposes for which these rights-of-way and easements 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 24 day of FEBRUARY, 2021.

GRANTOR(S)

AMERICAN ACADEMY OF INNOVATION

By: Clint M Johnson 

Its: Board Chair
Title

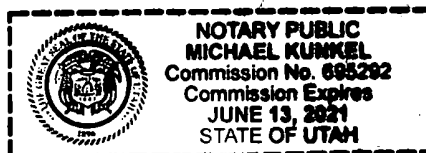
STATE OF UTAH)
)
:SS
COUNTY OF SALT LAKE)

On the 11 day of March, 2021, personally appeared before me Clint M. Johnson who being by me duly sworn did say that (s)he is the Board Chair of AMERICAN ACADEMY OF INNOVATION a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its bylaws or by a resolution of its Board of Directors; and acknowledged to me that said corporation executed the same.


Notary Public

My Commission Expires: June 13, 2021

Residing in: Salt Lake County, UT



VP Daybreak Operations LLC,
a Delaware limited liability company

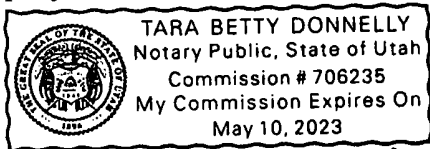
By: Daybreak Communities LLC,
a Delaware limited liability company,
Its: Project Manager

By: [Signature]

Its: PRESIDENT & CEO
Title

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On the 24th day of February, 2021, 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.



Tara Betty Donnelly
Notary Public

My Commission Expires: 5-10-23

Residing in: Utah - SLC

Exhibit 'A'
DAYBREAK NORTH STATION MULTI FAMILY #1
SEWER EASEMENTS

(Line 1)

A twenty (20) foot wide sanitary sewer easement, located in the West Half of Section 13, 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 on the South Right-of-Way Line of Cardinal Park Road, said point lies North 89°57'41" East 837.376 feet along the Daybreak Baseline Northeast (being North 89°57'41" East 10613.975 feet between the Northwest Corner of Section 13, T3S, R2W and the Northeast Corner of Section 18, T3S, R1W) and South 2665.808 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 114.701 feet; thence South 36°32'54" East 235.857 feet to the point of terminus.

Contains: (approx. 351 L.F.)

(Line 2)

A twenty (20) foot wide sanitary sewer easement, located in the Southwest Quarter of Section 13, 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°57'41" East 837.376 feet along the Daybreak Baseline Northeast (being North 89°57'41" East 10613.975 feet between the Northwest Corner of Section 13, T3S, R2W and the Northeast Corner of Section 18, T3S, R1W) and South 2780.509 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 69°49'14" East 61.065 feet; thence South 85°29'58" East 80.006 feet; thence South 76°24'03" East 146.640 feet to the point of terminus.

Contains: (approx. 288 L.F.)

(Line 3)

A twenty (20) foot wide sanitary sewer easement, located in the Southwest Quarter of Section 13, 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°57'41" East 974.453 feet along the Daybreak Baseline Northeast (being North 89°57'41" East 10613.975 feet between the Northwest Corner of Section 13, T3S, R2W and the Northeast Corner of Section 18, T3S, R1W) and South 2765.814 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 30°42'25" East 107.533 feet to the point of terminus.

Contains: (approx. 108 L.F.)

(Line 4)

A twenty (20) foot wide sanitary sewer easement, located in the Southwest Quarter of Section 13, 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 $89^{\circ}57'41''$ East 1291.367 feet along the Daybreak Baseline Northeast (being North $89^{\circ}57'41''$ East 10613.975 feet between the Northwest Corner of Section 13, T3S, R2W and the Northeast Corner of Section 18, T3S, R1W) and South 2823.911 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South $24^{\circ}43'02''$ West 64.959 feet; thence South $18^{\circ}48'46''$ West 114.735 feet to a point on Sewer Easement Line #3 as shown in Entry No. 12217276 recorded in the Office of the Salt Lake County Recorder and the point of terminus.

Contains: (approx. 180 L.F.)

(Line 5)

A twenty (20) foot wide sanitary sewer easement, located in the Southwest Quarter of Section 13, 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 $89^{\circ}57'41''$ East 1264.205 feet along the Daybreak Baseline Northeast (being North $89^{\circ}57'41''$ East 10613.975 feet between the Northwest Corner of Section 13, T3S, R2W and the Northeast Corner of Section 18, T3S, R1W) and South 2882.900 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South $53^{\circ}49'24''$ East 104.085 feet; thence South $36^{\circ}32'54''$ East 169.546 feet to the point of terminus.

Contains: (approx. 274 L.F.)

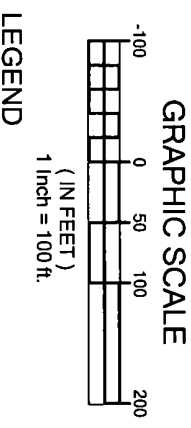
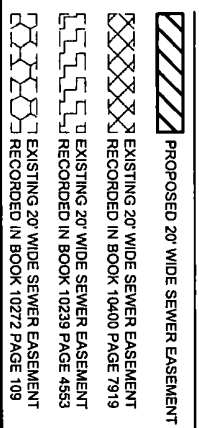
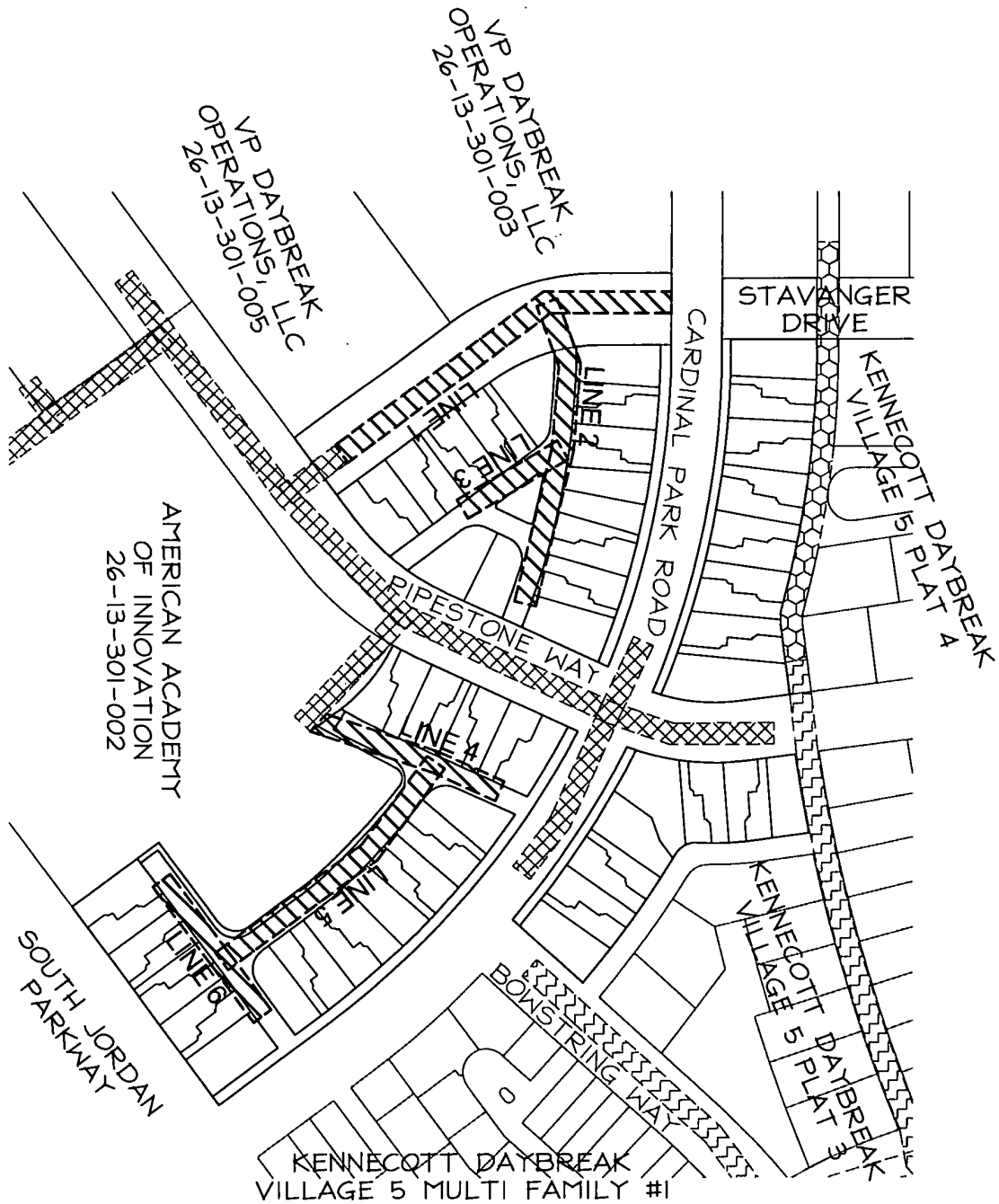
(Line 6)

A twenty (20) foot wide sanitary sewer easement, located in the Southwest Quarter of Section 13, 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 $89^{\circ}57'41''$ East 1374.154 feet along the Daybreak Baseline Northeast (being North $89^{\circ}57'41''$ East 10613.975 feet between the Northwest Corner of Section 13, T3S, R2W and the Northeast Corner of Section 18, T3S, R1W) and South 3136.238 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North $53^{\circ}27'06''$ East 93.400 feet; thence North $53^{\circ}27'06''$ East 62.600 feet to the point of terminus.

Contains: (approx. 156 L.F.)

XREFS:



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

PERIGEE CONSULTING
 CIVIL • STRUCTURAL • SURVEY

8000 SOUTH 9500 WEST, SUITE 200
 SALT LAKE CITY, UT 84114
 TEL: 801.488.8888 FAX: 801.488.8889
 WWW.PERIGEECONSULTING.COM

EXHIBIT A
 SEWER EASEMENTS
 DAYBREAK NORTH STATION MULTI FAMILY #1

PREPARED FOR: DAYBREAK COMMUNITIES DATE SUBMITTED: 02-19-2021

SHEET NUMBER
 007/85

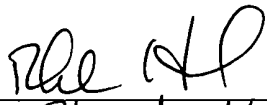
LENDER'S CONSENT AND SUBORDINATION

EASEMENTS – PARCEL I.D. #26-13-334-001-0000 26-13-301-004-0000
& 26-13-301-003-0000
DAYBREAK NORTH STATION MULTI FAMILY #1
(TO SOUTH VALLEY SEWER DISTRICT)

THE UNDERSIGNED, THE BENEFICIARY UNDER THAT CERTAIN 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 SEWER EASEMENT, DATED AS OF FEBRUARY 24, 2021, FROM VP DAYBREAK OPERATIONS LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO SOUTH VALLEY SEWER DISTRICT, A BODY POLITIC OF THE STATE OF UTAH (THE "EASEMENT"), TO WHICH THIS LENDER'S CONSENT AND SUBORDINATION IS ATTACHED.

THE UNDERSIGNED LENDER HEREBY CONSENTS TO THE EASEMENT 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 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 Harvold
Title: VP

[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 2/19/2021 before me, Lori Beckman, Notary Public,
(here insert name of the officer)

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 Lori Beckman (Seal)

