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ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: DCP, DEPUTY - WI 5 P.

WHEN RECORDED, MAIL TO:
South Jordan City,
1600 West Towne Center Drive
South Jordan, Utah 84095

Waterline Easement

Salt Lake County

Parcel No. 2622100006

VP DAYBREAK INVESTMENTS, LLC, Grantor, hereby GRANT AND CONVEY to the CITY OF SOUTH JORDAN, at 1600 WEST TOWNE CENTER DRIVE, SOUTH JORDAN CITY, UTAH 84095, herein referred to as GRANTEE, for the sum of 10 Dollars, and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged a Waterline Easement which is more particularly described as follows;

BEGINNING NORTH 521.61 FEET AND EAST 209.38 FEET FROM SOUTHWEST SECTION CORNER OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN TO A POINT ON THE NORTHERN PROPERTY LINE OF LOT V5, KENNECOTT MASTER 1 AMENDED; THENCE ALONG SAID PROPERTYLINE SOUTH 89°41'55" EAST 21.37 FEET; THENCE SOUTH 20°57'32" WEST 644.82 FEET TO A POINT ON THE WESTERN PROPERTY LINE OF LOT V5, KENNECOTT MASTER 1 AMENDED; THENCE ALONG SAID PROPERTYLINE NORTH 00°24'03" EAST 56.96 FEET; THENCE NORTH 20°57'32" EAST 583.95 FEET TO THE POINT OF BEGINNING.

GRANTEE reserves said Waterline Easement, so long as such facilities shall be required, with the right of ingress and egress to said GRANTEE, it's officers, employees, representatives, agents, and assigns to enter upon the above described easement with such equipment as is necessary to construct, install, operate, maintain, repair, inspect, protect, remove, replace and access said water system appurtenant facilities.

GRANTOR shall have the right to use premises except for the purpose for which this waterline easement is granted to the said GRANTEE, provided such use shall not interfere with the waterline or any other rights granted to GRANTEE hereunder. This waterline easement shall be binding upon, and inure to the benefit of the successors and assigns of GRANTOR and may be assigned in whole or part by the GRANTEE.

Parcel No. 2622100006

IN WITNESS WHEREOF, Grantor has executed this Access and Utility Easement this 29 day of MARCH, 2018.

GRANTOR:

VP DAYBREAK INVESTMENTS LLC,
a Delaware limited liability company

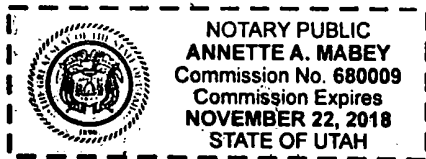
By: DAYBREAK COMMUNITIES LLC,
a Delaware limited liability company
Its: Project Manager

By: [Signature]
Name: Ty McCutcheon
Title: President & CEO

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

On this 29th day of March, 2018, personally appeared before me, a Notary Public, Ty McCutcheon, the President & CEO of DAYBREAK COMMUNITIES LLC, a Delaware limited liability company, the Project Manager of VP DAYBREAK INVESTMENTS LLC, a Delaware limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of VP DAYBREAK INVESTMENTS LLC, a Delaware limited liability company.

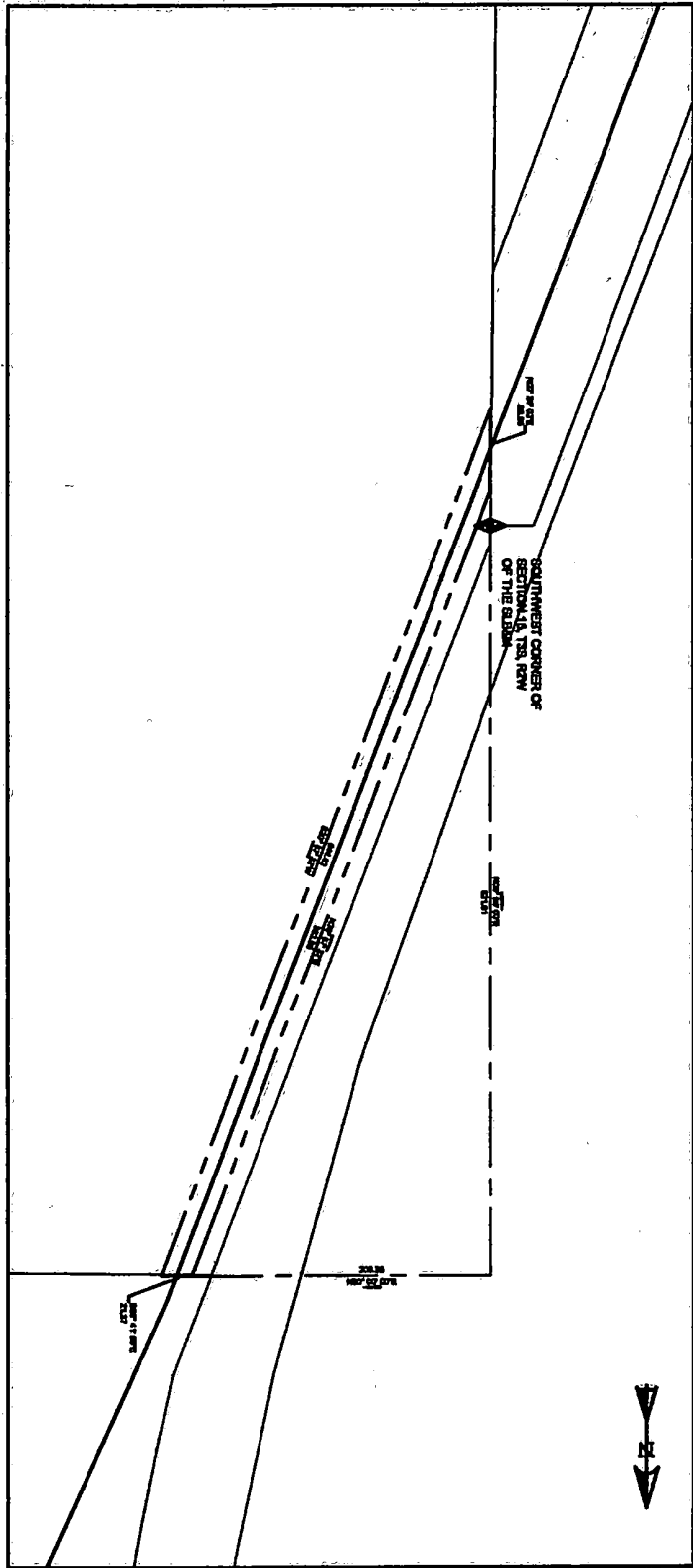
WITNESS my hand and official Seal.



Annette A. Mabe
Notary Public in and for said State

My commission expires: 11/22/2018

[SEAL]



28-22-100-008

Project No: _____
 Drawn By: _____ Designated By: _____
 File Name: _____
 Checked By: _____ Date: _____

**WATERLINE EASEMENT
 EXHIBIT FOR PARCEL #
 28-22-100-008**



NO.	DATE	REVISION COMMENTS

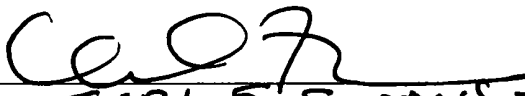
LENDER'S CONSENT AND SUBORDINATION

WATERLINE EASEMENT – PARCEL I.D. # 26-22-100-006
(TO CITY OF SOUTH JORDAN)

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 THAT CERTAIN WATERLINE EASEMENT, DATED AS OF MARCH 29, 2018, FROM VP DAYBREAK INVESTMENTS LLC, TO CITY OF SOUTH JORDAN (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: CARL F. SWANSON
Title: SAD

[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 April 10, 2018 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 Beck (Seal)

