

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

12846966
09/12/2018 10:32 AM \$0.00
Book - 10711 Pg - 5225-5230
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 629
RIVERTON UT 84065
BY: PSA, DEPUTY - WI 6 P.

PARCEL I.D.# 26-24-176-003, 26-24-326-006
GRANTOR: VP Daybreak Operations LLC
(Daybreak South Station Library Mainline)
Page 1 of 4

EASEMENTS

Twenty (20) foot wide sanitary sewer easements located in the West 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 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: 24,367 square feet or 0.559 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 29 day of AUGUST, 2018.

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 29 day of August, 2018, 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: June 13, 2021

Residing in: Salt Lake Co., UT



Exhibit 'A'

**DAYBREAK SOUTH STATION LIBRARY
SEWER EASEMENTS**

(Line 1)

A twenty (20) foot wide sanitary sewer easement, located in the Southwest 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 00°00'34" West 190.536 feet along the Section Line and East 2176.573 feet from the West Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 36°32'54" East 309.628 feet; thence South 36°32'54" East 264.868 feet; thence North 53°27'06" East 53.594 feet; thence South 36°33'46" East 16.842 feet to the point of terminus.

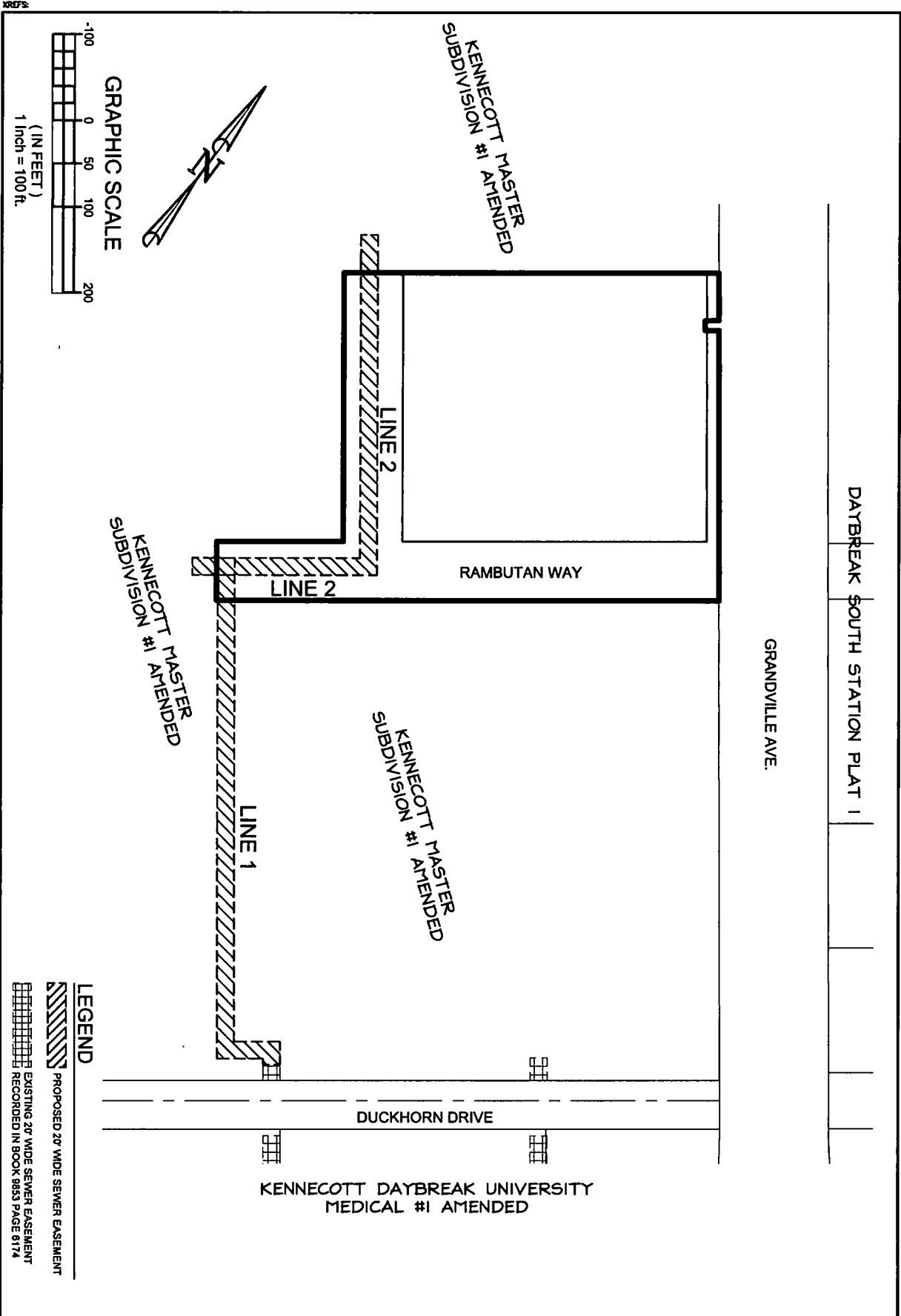
Contains: (approx. 645 L.F.)

(Line 2)

A twenty (20) foot wide sanitary sewer easement, located in the West 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 00°00'34" West 190.536 feet along the Section Line and East 2176.573 feet from the West Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 53°27'06" East 39.284 feet; thence North 53°27'06" East 155.594 feet; thence North 36°32'54" West 346.530 feet; thence North 36°32'54" West 32.000 feet to the point of terminus.

Contains: (approx. 593 L.F.)



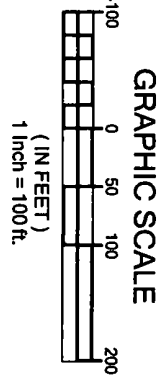
DAYBREAK SOUTH STATION PLAT 1

GRANDVILLE AVE

RAMBUTAN WAY

DUCKHORN DRIVE

KENNECOTT DAYBREAK UNIVERSITY MEDICAL #1 AMENDED



LEGEND
 PROPOSED 20' WIDE SEWER EASEMENT
 EXISTING 20' WIDE SEWER EASEMENT
 RECORDED IN BOOK 8853 PAGE 8174

27
SHEET NUMBER

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

PERIGEE CONSULTING
 CIVIL • STRUCTURAL • SURVEY

8880 SOUTH 98th WEST, SUITE 100
 GREENWOOD LA, MISSISSIPPI 39226

867-970-0100
 WWW.PERIGEECONSULTING.COM

EXHIBIT A
 SEWER EASEMENTS
 DAYBREAK SOUTH STATION LIBRARY

PREPARED FOR: DAYBREAK COMMUNITES DATE SUBMITTED: 08-18-2018


LENDER'S CONSENT AND SUBORDINATION

EASEMENTS – PARCEL I.D. # 26-24-176-003 & 26-24-326-006
DAYBREAK SOUTH STATION LIBRARY MAINLINE
(TO SOUTH VALLEY SEWER DISTRICT)

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 THOSE CERTAIN SEWER EASEMENTS, DATED AS OF August 29, 2018, FROM VP DAYBREAK OPERATIONS LLC, A DELAWARE LIMITED LIABILITY COMPANY, TO SOUTH VALLEY SEWER DISTRICT, A BODY POLITIC OF THE STATE OF UTAH (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: Cary F. Savarino
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 September 5, 2018, 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 Beck*

[SEAL]

