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

13035161  
07/23/2019 10:49 AM \$0.00  
Book - 10806 Pg - 6143-6150  
RASHELLE HOBE'S  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH VALLEY SEWER DISTRICT  
PO BOX 629  
RIVERTON UT 84065  
BY: MBA, DEPUTY - WI 8 P.

**PARCEL I.D.# 26-22-430-001, 26-22-401-005**  
**GRANTOR: VP Daybreak Operations LLC, VP Daybreak Investments LLC**  
**(Daybreak Village 8 Plat 4C)**

Page 1 of 6

## **EASEMENT**

A twenty (20) foot wide sanitary sewer easement located in the Southeast Quarter 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. 25,405 sf or 0.583 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 15<sup>th</sup> day of JULY, 2019.

GRANTOR(S)

VP Daybreak Operations LLC,  
a Delaware limited liability company

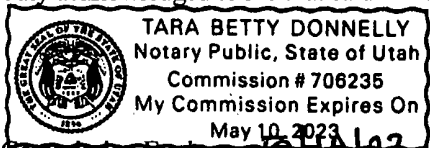
By: Daybreak Communities LLC,  
a Delaware limited liability company,  
Its: Project Manager.

By: [Signature]

Its: PRESIDENT & CEO  
Title

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

On the 15th day of July, 2019, 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.



My Commission Expires: 5/10/23

Tara Betty Donnelly  
Notary Public

Residing in: Salt Lake County, Utah

VP Daybreak Investments LLC,  
a Delaware limited liability company

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

By: [Signature]

Its: PRESIDENT CEO  
Title

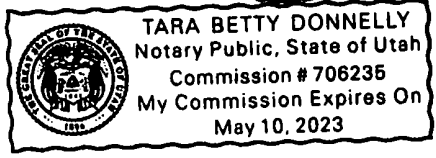
STATE OF UTAH )  
  :SS  
COUNTY OF SALT LAKE )

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My Commission Expires: 5/10/23

Residing in: SLC, Utah

Tara Betty Donnelly  
Notary Public



**Exhibit 'A'**

**DAYBREAK VILLAGE 8 PLAT 4C  
SEWER EASEMENTS**

**(Line 1)**

A twenty (20) foot wide sanitary sewer easement, located in the Southeast Quarter of Section 22 and the Southwest Quarter of Section 23, 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°49'08" West 150.071 feet along the Section Line and North 1142.023 feet from the Southeast Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 31°35'10" East 268.448 feet; thence North 89°32'08" East 94.095 feet to the point of terminus.

Contains: (approx. 363 L.F.)

**(Line 2)**

A twenty (20) foot wide sanitary sewer easement, located in the Southeast 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 North 89°49'08" West 355.148 feet along the Section Line and North 1104.669 feet from the Southeast Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 57°21'05" East 83.005 feet; thence South 33°22'46" East 331.399 feet; thence South 19°46'34" East 81.966 feet; thence South 10.000 feet to the point of terminus.

Contains: (approx. 506 L.F.)

**(Line 3)**

A twenty (20) foot wide sanitary sewer easement, located in the Southeast 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 North 89°49'08" West 349.454 feet along the Section Line and North 1508.293 feet from the Southeast Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 00°10'16" East 38.002 feet; thence South 33°22'46" East 194.268 feet; thence North 56°37'14" East 76.000 feet to the point of terminus.

Contains: (approx. 308 L.F.)

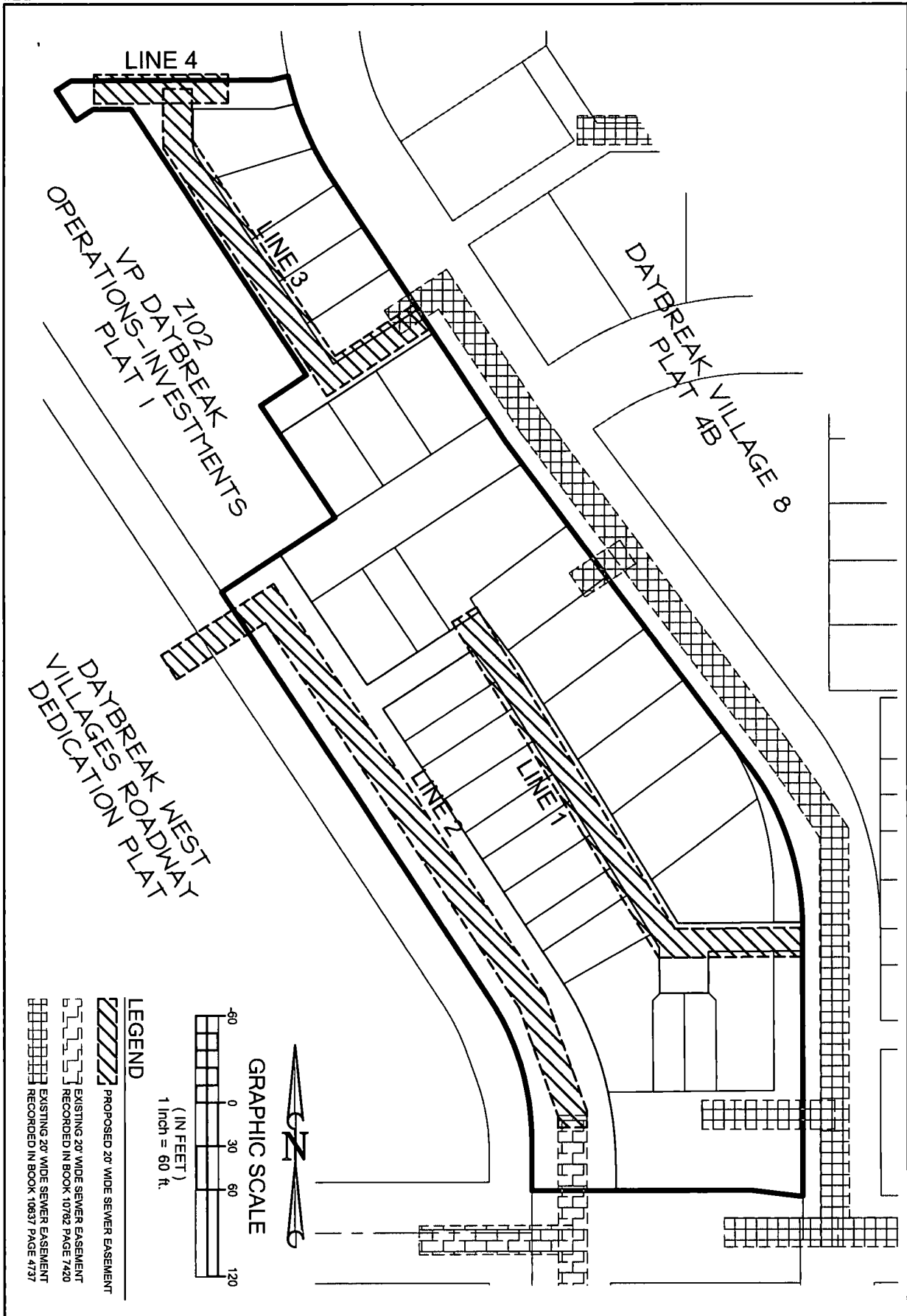
**(Line 4)**

A twenty (20) foot wide sanitary sewer easement, located in the Southeast 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 North  $89^{\circ}49'08''$  West 407.439 feet along the Section Line and North 1507.937 feet from the Southeast Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North  $89^{\circ}49'44''$  East 57.985 feet; thence North  $89^{\circ}49'44''$  East 35.103 feet to the point of terminus.

Contains: (approx. 93 L.F.)

REFS:



SHEET NUMBER 00102	DATE: _____	TIME: _____
	NETWORK: _____	
	PATH: _____	
	DWG NAME: _____	
	LAYOUT: _____	
	DESIGNER: _____	MGR: _____


**PERIGEE CONSULTING**  
 CIVIL • STRUCTURAL • SURVEY

3000 SOUTH 20TH WEST, SUITE 100  
 GREENSBORO, NC 27409-1102  
 WWW.PERIGEE.COM

**EXHIBIT A**  
**SEWER EASEMENTS**  
**DAYBREAK VILLAGE 8 PLAT 4C**

PREPARED FOR: DAYBREAK COMMUNITIES      DATE SUBMITTED: 06-25-2018

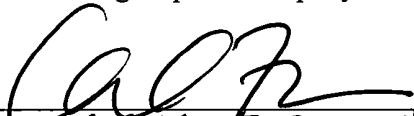
**LENDER'S CONSENT AND SUBORDINATION**

EASEMENT –PARCEL I.D. # 26-22-430-001, 26-22-401-005  
DAYBREAK VILLAGE 8 PLAT 4C  
(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 THAT CERTAIN SEWER EASEMENT, DATED AS OF July 15, 2019, FROM VP DAYBREAK OPERATIONS LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND VP DAYBREAK INVESTMENTS 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 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: CAROL 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 July 16, 2019 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 Beckman (Seal)

