

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

13244818
04/16/2020 12:35 PM \$0.00
Book - 10928 Pg - 3631-3638
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 629
RIVERTON UT 84065
BY: STA, DEPUTY - WI 8 P.

PARCEL I.D.# 26-24-126-003-0000

26-24-178-002-0000

GRANTOR: VP DAYBREAK OPERATIONS LLC

VP DAYBREAK DEVCO, LLC

(Daybreak South Station Plat 3)

Page 1 of 5

EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the North 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, 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. 20,040 sf or 0.460 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 27 day of MARCH, 2020.

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

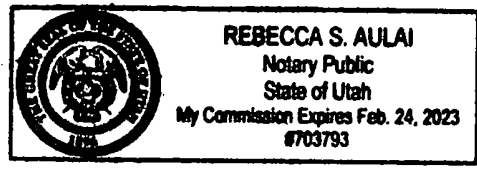
STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 27 day of March, 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 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: 2/24/23

Residing in: Salt Lake Co., UT



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 27 day of March, 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 Co., UT

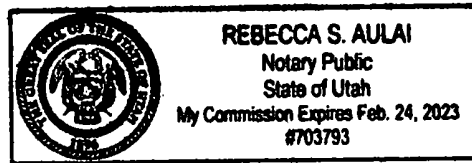


Exhibit 'A'

**DAYBREAK SOUTH STATION PLAT 3
SEWER EASEMENTS**

(Line 1)

A twenty (20) foot wide sanitary sewer easement, located in the Northwest 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 89°55'30" East 1871.194 feet along the Daybreak Baseline Southeast (Basis of bearings is South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 3210.264 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 36°43'14" East 48.605 feet to the point of terminus.

Contains: (approx. 49 L.F.)

(Line 2)

A twenty (20) foot wide sanitary sewer easement, located in the Northwest 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 89°55'30" East 2096.887 feet along the Daybreak Baseline Southeast (Basis of bearings is South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 3290.153 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 53°16'49" West 206.004 feet to the point of terminus.

Contains: (approx. 206 L.F.)

(Line 3)

A twenty (20) foot wide sanitary sewer easement, located in the Northwest 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 89°55'30" East 2284.407 feet along the Daybreak Baseline Southeast (Basis of bearings is South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 3835.083 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 53°27'06" East 174.329 feet; thence North 53°27'06" East 170.167 feet to the point of terminus.

Contains: (approx. 344 L.F.)

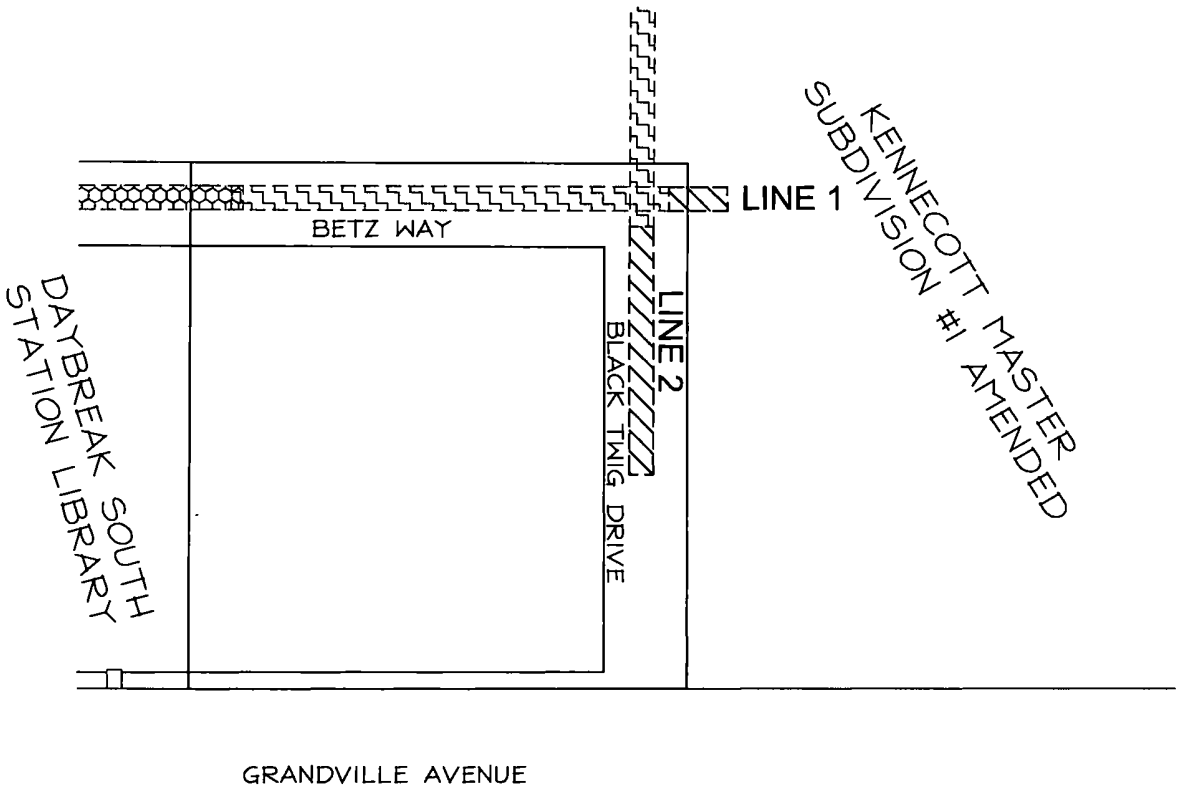
(Line 4)

A twenty (20) foot wide sanitary sewer easement, located in the North 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:

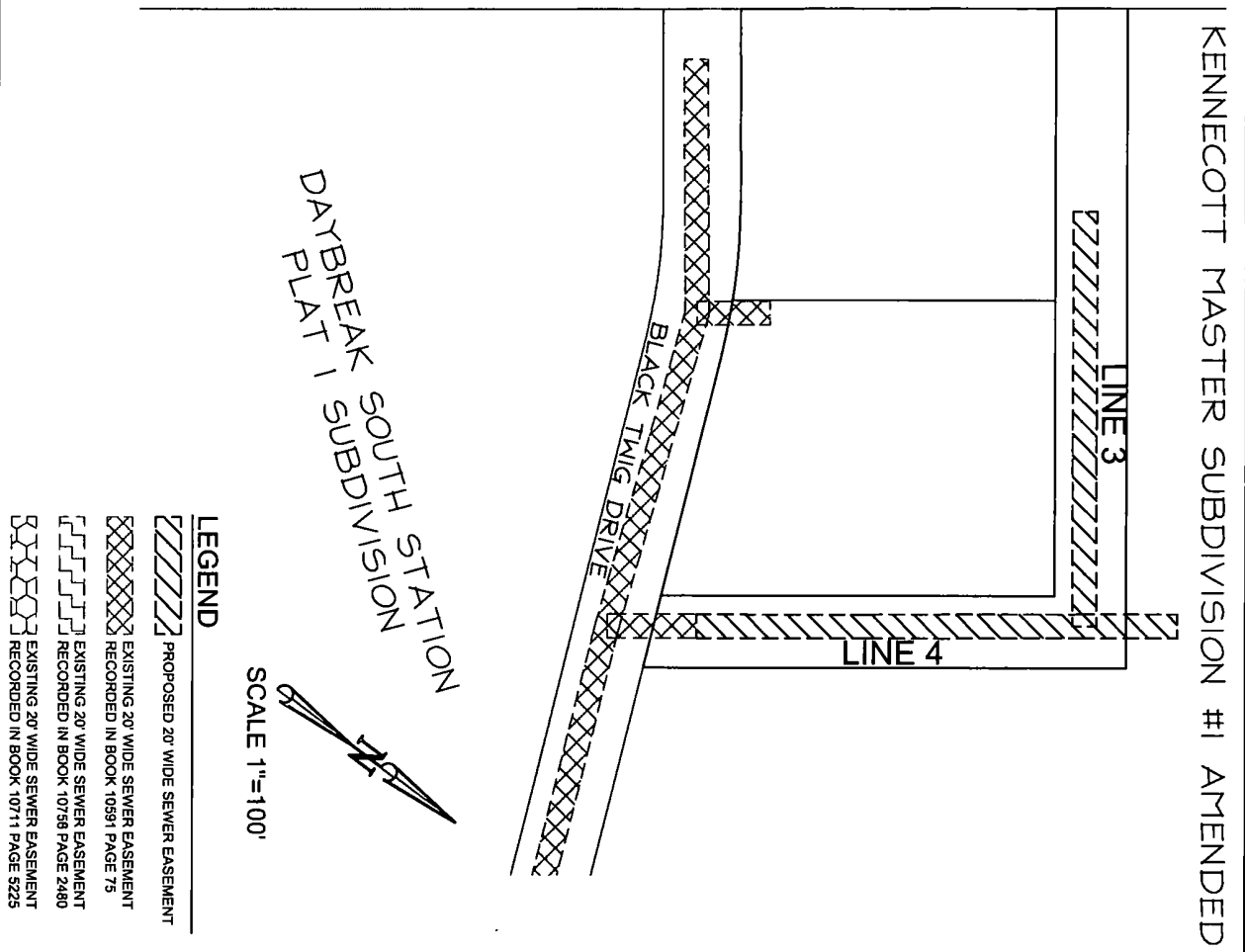
Beginning at a point that lies South $89^{\circ}55'30''$ East 2514.709 feet along the Daybreak Baseline Southeast (Basis of bearings is South $89^{\circ}55'30''$ East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 4103.194 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South $36^{\circ}32'54''$ East 78.000 feet; thence South $36^{\circ}43'04''$ East 182.261 feet; thence South $36^{\circ}31'38''$ East 142.304 feet to the point of terminus.

Contains: (approx. 403 L.F.)



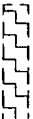
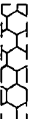
XREFS:



GRANDVILLE AVENUE



LEGEND

	PROPOSED 20" WIDE SEWER EASEMENT
	EXISTING 20" WIDE SEWER EASEMENT RECORDED IN BOOK 10591 PAGE 75
	EXISTING 20" WIDE SEWER EASEMENT RECORDED IN BOOK 10759 PAGE 2480
	EXISTING 20" WIDE SEWER EASEMENT RECORDED IN BOOK 10711 PAGE 5225

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

JOB NUMBER
00737

PERIGEE CONSULTING
 CIVIL • STRUCTURAL • SURVEY

8200 NORTH 95th WEST, SUITE 100
 WYOMING, WY 84099
 307.438.6200
 WWW.PERIGEECONSULTING.COM

**DAYBREAK SOUTH STATION PLAT 3
 SEWER EASEMENTS**

LENDER'S CONSENT AND SUBORDINATION

**EASEMENTS AGREEMENT (SEWER)
Daybreak South Station Plat 3**

PARCEL I.D. #s: 26-24-126-003 and 26-24-178-002

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 EASEMENTS AGREEMENT (SEWER), DATED AS OF MARCH 27, 2020, BETWEEN VP DAYBREAK OPERATIONS LLC, A DELAWARE LIMITED LIABILITY COMPANY, VP DEVCO OPERATIONS LLC, A DELAWARE LIMITED LIABILITY COMPANY (COLLECTIVELY, AS GRANTOR), AND SOUTH VALLEY SEWER DISTRICT, A BODY POLITIC OF THE STATE OF UTAH (AS GRANTEE) (THE "EASEMENTS"), TO WHICH THIS LENDER'S CONSENT AND SUBORDINATION IS ATTACHED.

THE UNDERSIGNED LENDER HEREBY CONSENTS TO THE EASEMENTS 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 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: CARL E. 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 3/27/2020 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)

