

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

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05/31/2018 03:14 PM \$0.00
Book - 10679 Pg - 8079-8085
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 629
RIVERTON UT 84065
BY: SRP, DEPUTY - WI 7 P.

PARCEL I.D.# 26-13-377-006
GRANTOR: VP Daybreak Operations
(Daybreak Lake Run Road, Lake Ave to SJ
Parkway)
Page 1 of 5

EASEMENTS

Twenty (20) foot wide sanitary sewer easements located in the Southwest Quarter of Section 13, Township 3 South Range 1 West and the Northwest Quarter 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: 58,220 square feet or 1.33 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 16 day of MAY, 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: JOB

Its: PRESIDENT & CEO
Title

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

On the 16th day of May, 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.

Annette A. Mabey
Notary Public

My Commission Expires: 11/22/2018
Residing in: Layton, Utah

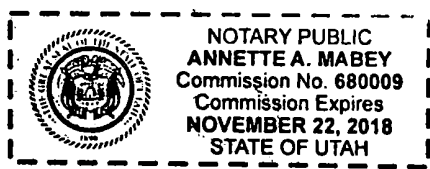


Exhibit 'A'
DAYBREAK LAKE RUN ROAD DEDICATION PLAT
SEWER EASEMENTS

(Line 1)

A twenty (20) foot wide sanitary sewer easement, located in the Southwest Quarter of Section 13, Township 3 South, Range 2 West, and 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°56'22" West 179.418 feet along the Section Line and South 685.422 feet from the South Quarter Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 36°32'04" West 249.164 feet; thence North 36°32'54" West 309.836 feet; thence North 36°32'54" West 300.000 feet; thence North 36°32'54" West 279.000 feet; thence North 36°32'54" West 630.572 feet; thence North 37°21'49" West 562.385 feet; thence North 36°32'54" West 315.867 feet to the point of terminus.

Contains: (approx. 2647 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°56'22" West 512.255 feet along the Section Line and South 235.959 feet from the South Quarter Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 53°27'06" West 62.500 feet to the point of terminus.

Contains: (approx. 63 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 South 89°56'22" West 857.051 feet along the Section Line and North 229.547 feet from the South Quarter Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 53°27'06" West 62.500 feet to the point of terminus.

Contains: (approx. 63 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 South 89°56'22" West 1232.558 feet along the Section Line and North 736.516 feet from the South Quarter Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 53°27'06" West 72.500 feet to the point of terminus.

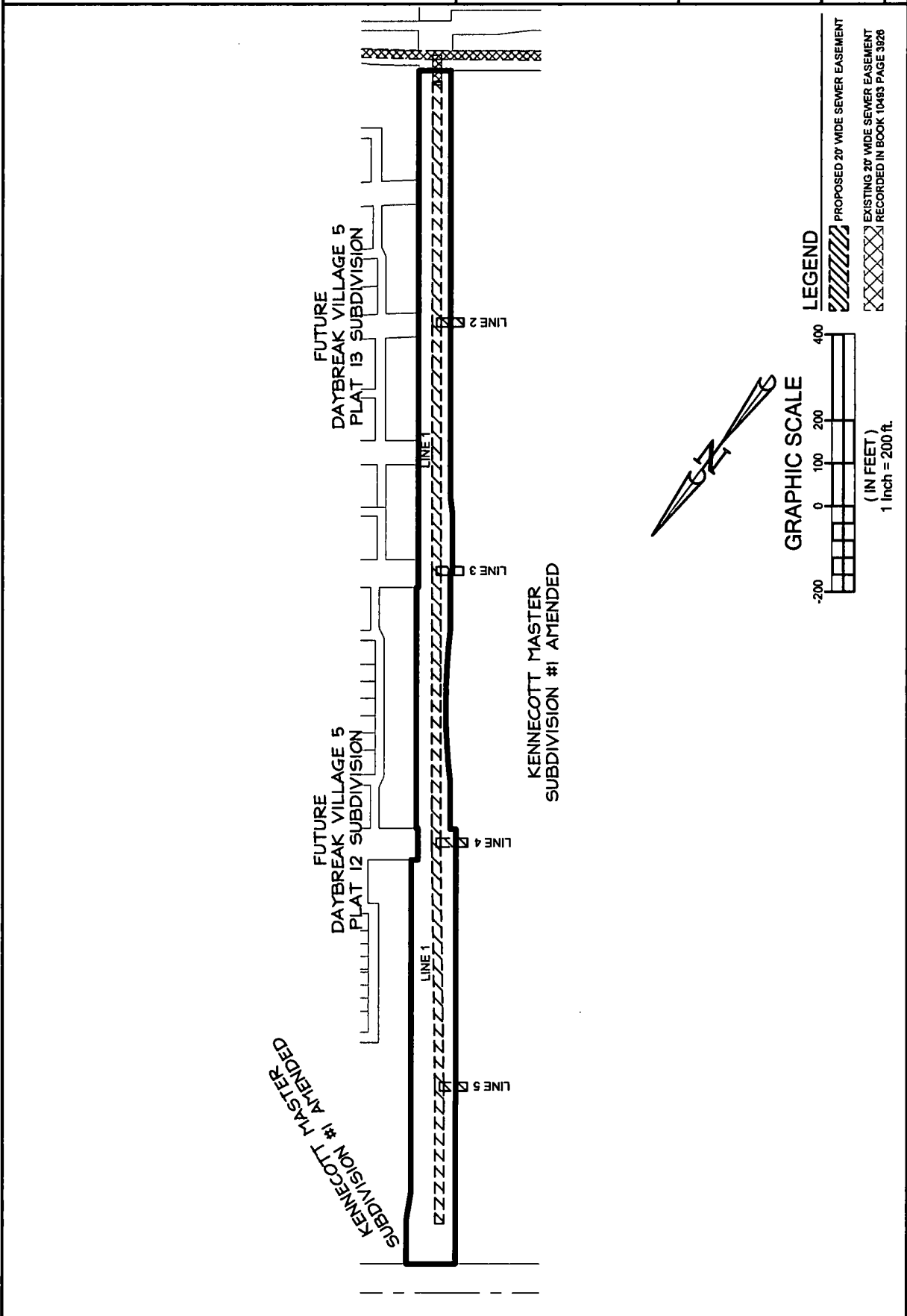
Contains: (approx. 73 L.F.)

(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 South 89°56'22" West 1573.852 feet along the Section Line and North 1183.860 feet from the South Quarter Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 53°27'06" West 64.500 feet to the point of terminus.

Contains: (approx. 65 L.F.)



LENDER'S CONSENT AND SUBORDINATION

EASEMENTS – PARCEL I.D. # 26-13-377-006
(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 MAY 16, 2018, FROM VP DAYBREAK OPERATIONS LLC, 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: Carl F. Swanson
Name: CARL 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

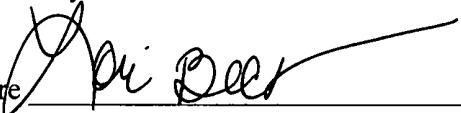
COUNTY OF Fresno

On May 22, 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  (Seal)

