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12635626  
10/13/2017 09:37 AM \$21.00  
Book - 10608 Pg - 4242-4247  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
BY: DCA, DEPUTY - WI 6 P.

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

PARCEL I.D.# 26-23-326-010  
GRANTOR: VP Daybreak Operations LLC .  
(Daybreak Village Plat 7 Phase 1)  
Page 1 of 4

## EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the Southwest Quarter of Section 23, 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. 11,900 sf

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 12 day of OCTOBER, 2017.

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

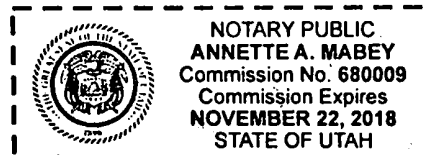
STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE        )

On the 12<sup>th</sup> day of October, 2017, 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: 11/22/2018

Residing in: Layton, Utah



**Exhibit 'A'**

**DAYBREAK VILLAGE 7 PLAT 1  
REVISED SEWER EASEMENTS**

**(Line 1)**

A twenty (20) foot wide sanitary sewer easement, located in 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 to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point that lies South 89°56'14" West 880.781 feet along the Section Line and North 998.957 feet from the South Quarter Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 65°00'00" East 372.083 feet to the point of terminus.

Contains: 7,441.66 square feet (approx. 372 L.F.)

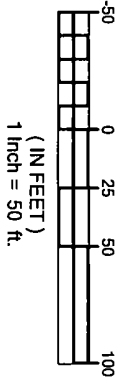
**(Line 2)**

A twenty (20) foot wide sanitary sewer easement, located in 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 to a line of reference and projection thereof, more particularly described as follows:

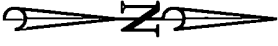
Beginning at a point that lies South 89°56'14" West 902.868 feet along the Section Line and North 1260.113 feet from the South Quarter Corner of Section 23, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 65°35'31" East 222.964 feet to the point of terminus.

Contains: 4,459.28 square feet (approx. 223 L.F.)

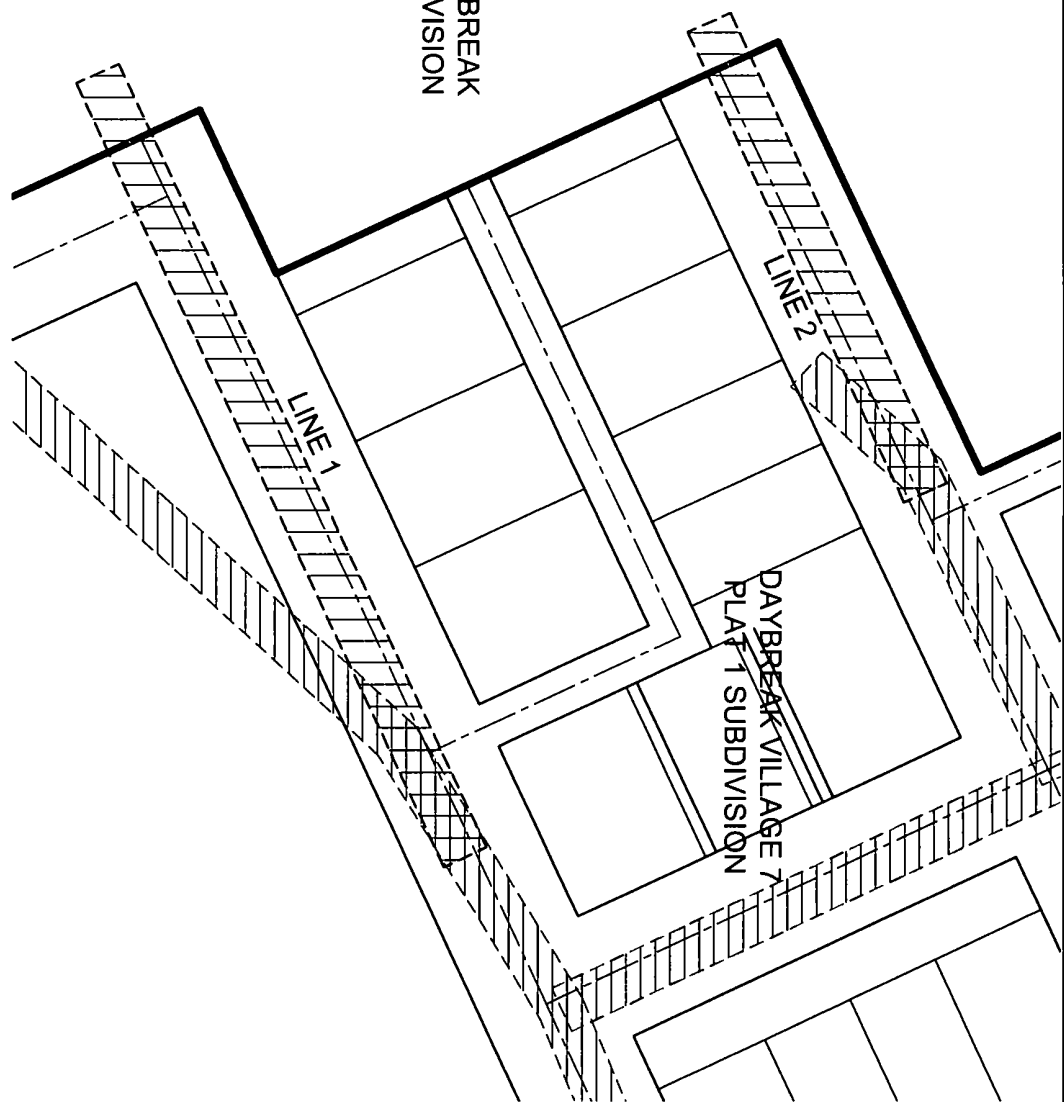
REFS:



GRAPHIC SCALE



KENNECOTT DAYBREAK  
VILLAGE 7 SUBDIVISION



**LEGEND**

	PROPOSED 20' WIDE SEWER EASEMENT
	EXISTING 20' WIDE SEWER EASEMENT
	RECORDED IN BOOK 10438 AT PAGE 1677

SHEETS JOB NUMBER	DATE: _____ TIME: _____
	NETWORK: _____
	PATH: _____
	DWG NAME: _____
	LAYOUT: _____
	DESIGNER: _____ MGR: _____

**PERIGEE CONSULTING**  
CIVIL • STRUCTURAL • SURVEY

3000 SOUTH 3000 WEST, SUITE 100  
DURHAM, OHIO 43019 TEL: 614.291.9100 FAX: 614.291.9101

WEST JEROME, CT 06098  
TEL: 860.339.0000 FAX: 860.339.0001

**EXHIBIT A**  
REVISED SEWER EASEMENTS  
DAYBREAK VILLAGE 7 PLAT 1

PREPARED FOR: DAYBREAK COMMUNITIES      DATE SUBMITTED: 08-08-2017

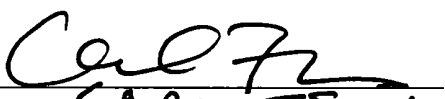
**LENDER'S CONSENT AND SUBORDINATION**

EASEMENTS – DAYBREAK VILLAGE PLAT 7 PHASE 1 (APN: 26-23-326-010)

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 THE EASEMENTS DATED AS OF OCTOBER 12, 2017 FROM VP DAYBREAK OPERATIONS LLC, TO SOUTH VALLEY SEWER DISTRICT (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. 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 Oct. 11<sup>th</sup>, 2017 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)

