

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

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01/03/2018 03:20 PM \$0.00
Book - 10635 Pg - 6923-6929
ADAM GARDINER
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH VALLEY SEWER DISTRICT
PO BOX 629
RIVERTON UT 84065
BY: SMP, DEPUTY - MI 7 P.

PARCEL I.D.# 26-13-163-002
GRANTOR: VP Daybreak Operations, LLC
(Daybreak Village 5 Plat 11)
Page 1 of 5

EASEMENT

A twenty (20) foot wide sanitary sewer easement located in the Northwest Quarter of Section 13, 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: 0.57 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.

14TH IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this day of DECEMBER, 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 14 day of December, 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

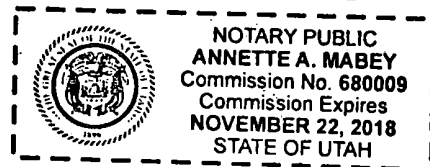


Exhibit 'A'

**DAYBREAK VILLAGE 5 PLAT 11
SEWER EASEMENTS**

(Line 1)

A twenty (20) foot wide sanitary sewer easement, located in the Northwest 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 00°02'50" West 1593.122 feet along the Section Line and East 209.085 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 63°36'23" East 51.961 feet; thence South 36°32'54" East 238.836 feet to the point of terminus.

Contains: (approx. 291 L.F.)

(Line 2)

A twenty (20) foot wide sanitary sewer easement, located in the Northwest 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 00°02'50" West 1786.905 feet along the Section Line and East 364.275 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 53°27'06" East 121.500 feet to the point of terminus.

Contains: (approx. 122 L.F.)

(Line 3)

A twenty (20) foot wide sanitary sewer easement, located in the Northwest 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 00°02'50" West 1847.025 feet along the Section Line and East 461.220 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 36°19'16" East 298.596 feet; thence South 20°53'30" East 142.714 feet; thence South 09°19'11" East 125.848 feet to the point of terminus.

Contains: (approx. 567 L.F.)

(Line 4)

A twenty (20) foot wide sanitary sewer easement, located in the Northwest 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 00°02'50" West 2351.262 feet along the Section Line and East 656.827 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 83°23'18" East 53.296 feet; thence North 76°53'10" East 71.433 feet to the point of terminus.

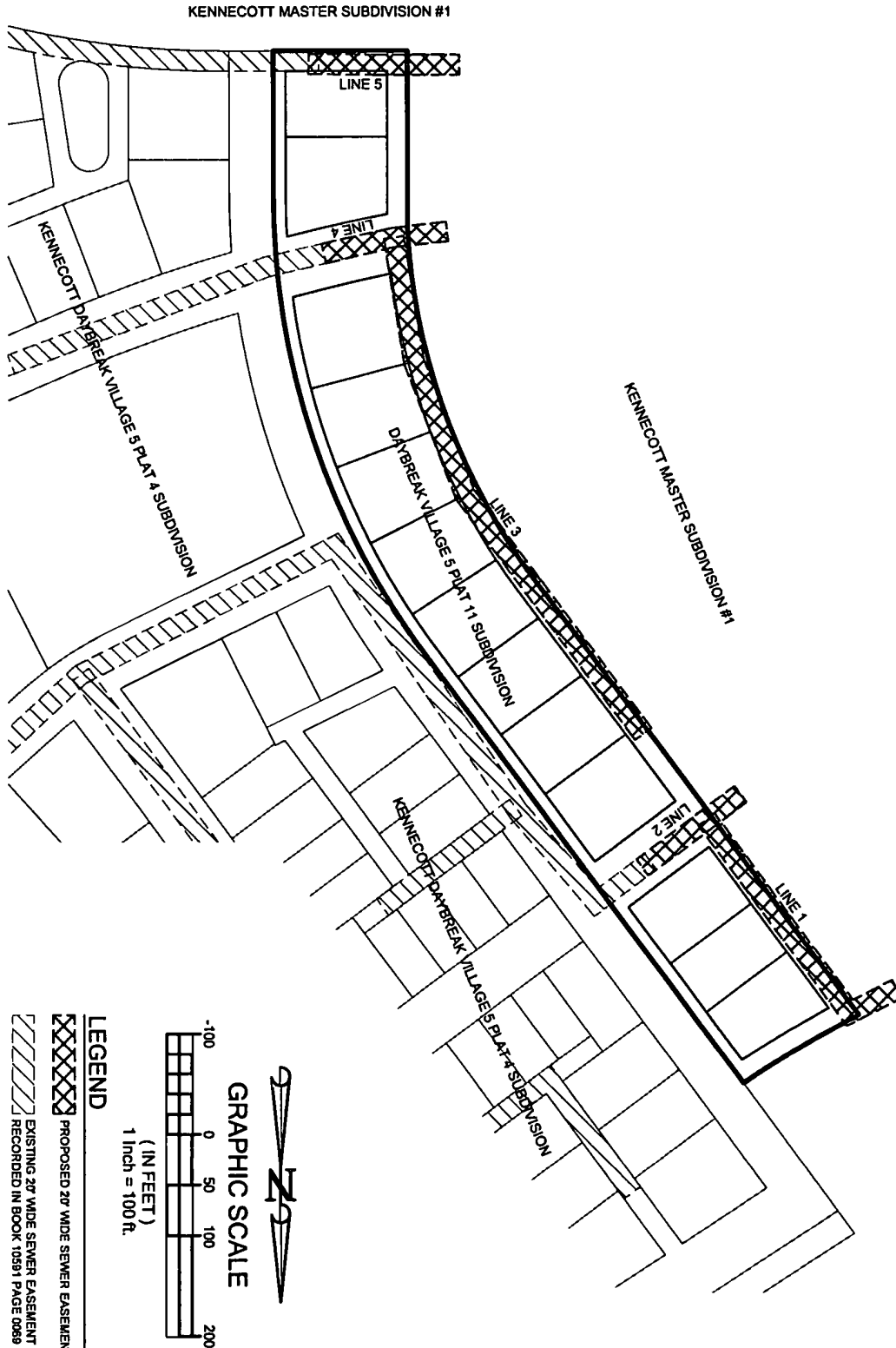
Contains: (approx. 125 L.F.)

(Line 5)

A twenty (20) foot wide sanitary sewer easement, located in the Northwest 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 00°02'50" West 2516.827 feet along the Section Line and East 644.445 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°53'26" East 80.584 feet; thence South 89°24'15" East 69.420 feet to the point of terminus.

Contains: (approx. 150 L.F.)



LEGEND

- PROPOSED 20' WIDE SEWER EASEMENT
- EXISTING 20' WIDE SEWER EASEMENT RECORDED IN BOOK 10591 PAGE 0989

GRAPHIC SCALE

(IN FEET)

1 Inch = 100 Ft.

SHEET NUMBER	DATE:	TIME:
	NETWORK:	
	PATH:	
	OWG NAME:	
	LAYOUT:	
DESIGNER:	MOR:	

PERIGEE CONSULTING
CIVIL • STRUCTURAL • SURVEY

1000 SOUTH 1000 WEST, SUITE 100
 SALT LAKE CITY, UTAH 84119
 TEL: 801-488-8888 FAX: 801-488-8889
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EXHIBIT A
 SEWER EASEMENTS
 DAYBREAK VILLAGE 5 PLAT 11

PREPARED FOR: VP DAYBREAK OPERATIONS DATE SUBMITTED: 10-12-2017

LENDER'S CONSENT AND SUBORDINATION

SEWER EASEMENT – VILLAGE 5 PLAT 11 – PARCEL I.D. # 26-13-163-002
(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 DECEMBER 14, 2017, FROM VP DAYBREAK OPERATIONS LLC, TO SOUTH VALLEY SEWER DISTRICT, A BODY POLITIC OF THE STATE OF UTAH (THE "EASEMENT"), 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: CARL F. SWANSON

Title: CEO

[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 December 14, 2017, 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 Beckman*

[SEAL]

