

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

12771481  
05/14/2018 02:43 PM \$0.00  
Book - 10674 Pg - 2420-2426  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH VALLEY SEWER DISTRICT  
PO BOX 629  
RIVERTON UT 84065  
BY: KRP, DEPUTY - WI 7 P.

**PARCEL I.D.# 26-24-200-023**  
**GRANTOR: VP Daybreak Operations**  
**(Daybreak South Station MF3)**  
Page 1 of 4

## EASEMENTS

Twenty (20) foot wide sanitary sewer easements located in the East 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, 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: 22,260 square feet or 0.511 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 26 day of APRIL, 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: [Signature]

Its: PRESIDENT & CEO  
Title

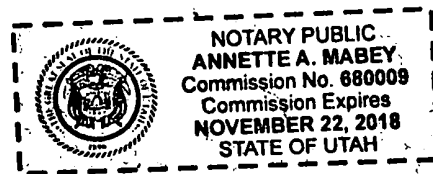
STATE OF UTAH )  
 ) :SS  
COUNTY OF SALT LAKE )

On the 26<sup>th</sup> day of April, 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.

[Signature]  
Notary Public

My Commission Expires: 11/22/2018

Residing in: Hayton, Utah



**Exhibit 'A'**

**DAYBREAK SOUTH STATION MULTI FAMILY #3  
SEWER EASEMENTS**

**(Line 1)**

A twenty (20) foot wide sanitary sewer easement, located in the Northeast 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°58'42" East 846.019 feet along the Section Line and North 3063.493 feet from the South Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 36°32'41" West 129.312 feet; thence South 53°27'06" West 133.999 feet to the point of terminus.

Contains: (approx. 263 L.F.)

**(Line 2)**

A twenty (20) foot wide sanitary sewer easement, located in the Southeast 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°58'42" East 1028.015 feet along the Section Line and North 2170.849 feet from the South Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 53°27'06" East 193.000 feet; thence North 53°27'06" East 184.885 feet; thence North 36°32'54" West 175.250 feet to the point of terminus.

Contains: (approx. 553 L.F.)

**(Line 3)**

A twenty (20) foot wide sanitary sewer easement, located in the Southeast 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°58'42" East 1261.244 feet along the Section Line and North 2200.395 feet from the South Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 42°26'55" West 125.837 feet to the point of terminus.

Contains: (approx. 126 L.F.)

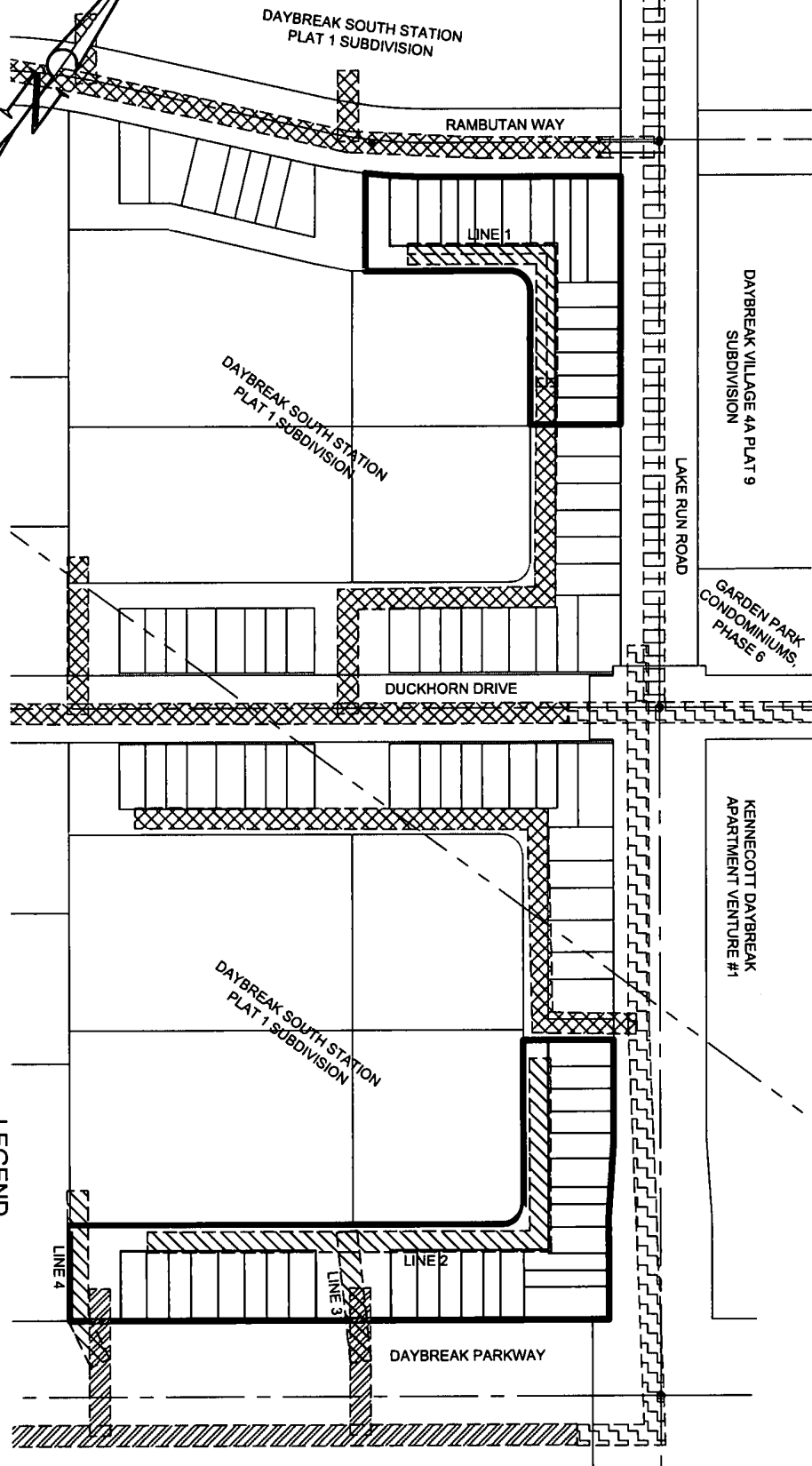
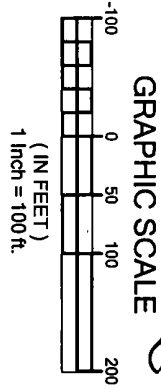
**(Line 4)**

A twenty (20) foot wide sanitary sewer easement, located in the Southeast 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  $89^{\circ}58'42''$  East 1060.316 feet along the Section Line and North 2050.727 feet from the South Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North  $62^{\circ}14'35''$  West 49.376 feet; thence North  $36^{\circ}32'54''$  West 121.252 feet to the point of terminus.

Contains: (approx. 171 L.F.)

REFS:



**LEGEND**

	PROPOSED 20' WIDE SEWER EASEMENT
	EXISTING 20' WIDE SEWER EASEMENT RECORDED IN BOOK 10591 PAGE 98
	EXISTING 20' WIDE SEWER EASEMENT RECORDED IN BOOK 9805 PAGE 4418
	EXISTING 20' WIDE SEWER EASEMENT RECORDED IN BOOK 10457 PAGE 4923
	EXISTING 20' WIDE SEWER EASEMENT RECORDED IN BOOK 9829 PAGE 2885

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

**PERIGEE CONSULTING**  
 CIVIL • STRUCTURAL • SURVEY

3000 WEST 20TH STREET, SUITE 100  
 DENVER, CO 80202-3174  
 TEL: 303.733.8888 FAX: 303.733.8889  
 WWW.PERIGEECONSULTING.COM

**EXHIBIT A**  
 SEWER EASEMENTS  
 DAYBREAK SOUTH STATION MULTI FAMILY #8

PREPARED FOR: VP DAYBREAK OPERATIONS DATE SUBMITTED: 02-01-2018

**LENDER'S CONSENT AND SUBORDINATION**

EASEMENTS – PARCEL I.D. # 26-24-200-023  
(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 APRIL 18, 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 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: Carly 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 8, 2018 before me, Lori Beckman, Notary Public,  
(here insert name of the officer)

personally appeared Carl F. Swinson 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)

