

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

12884471  
11/13/2018 11:16 AM \$.00  
Book - 10729 Pg - 6576-6582  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH VALLEY SEWER DISTRICT  
PO BOX 908  
DRAPER UT 84020  
BY: MBA, DEPUTY - WI 7 P.

PARCEL I.D.# 26-13-163-004  
GRANTOR: VP Daybreak Operations LLC  
(Daybreak Village 5 Multi Family 6)  
Page 1 of 5

## EASEMENTS

Twenty (20) foot wide sanitary sewer easements 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, 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: 26,661 square feet or 0.612 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 OCTOBER, 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 day of October, 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: June 13, 2021

Residing in: Salt Lake County



**Exhibit 'A'**

**DAYBREAK VILLAGE 5 MULTI FAMILY #6  
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 1780.950 feet along the Section Line and East 372.303 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 53°27'06" West 131.106 feet; thence South 69°09'26" West 35.557 feet to the point of terminus.

Contains: (approx. 167 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 1952.757 feet along the Section Line and East 340.440 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 16°18'25" East 267.436 feet; thence South 02°34'02" East 169.049 feet to the point of terminus.

Contains: (approx. 436 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 2038.228 feet along the Section Line and East 447.826 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 73°41'35" East 87.162 feet; thence North 60°15'44" East 35.997 feet to the point of terminus.

Contains: (approx. 123 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 2147.664 feet along the Section Line and East 497.319 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 00°23'42" East 128.207 feet; thence North 86°50'05" East 78.000 feet; thence South 03°09'55" East 88.608 feet to the point of terminus.

Contains: (approx. 295 L.F.)

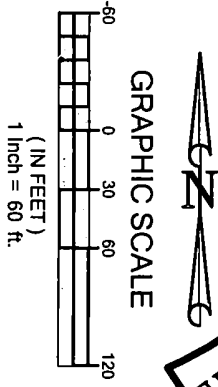
**(Line 5)**

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 2381.316 feet along the Section Line and East 356.523 feet from the Northwest Corner of Section 13, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 87°25'58" East 67.000 feet; thence North 83°23'18" East 158.768 feet; thence North 83°23'18" East 86.190 feet to the point of terminus.

Contains: (approx. 312 L.F.)

REF:

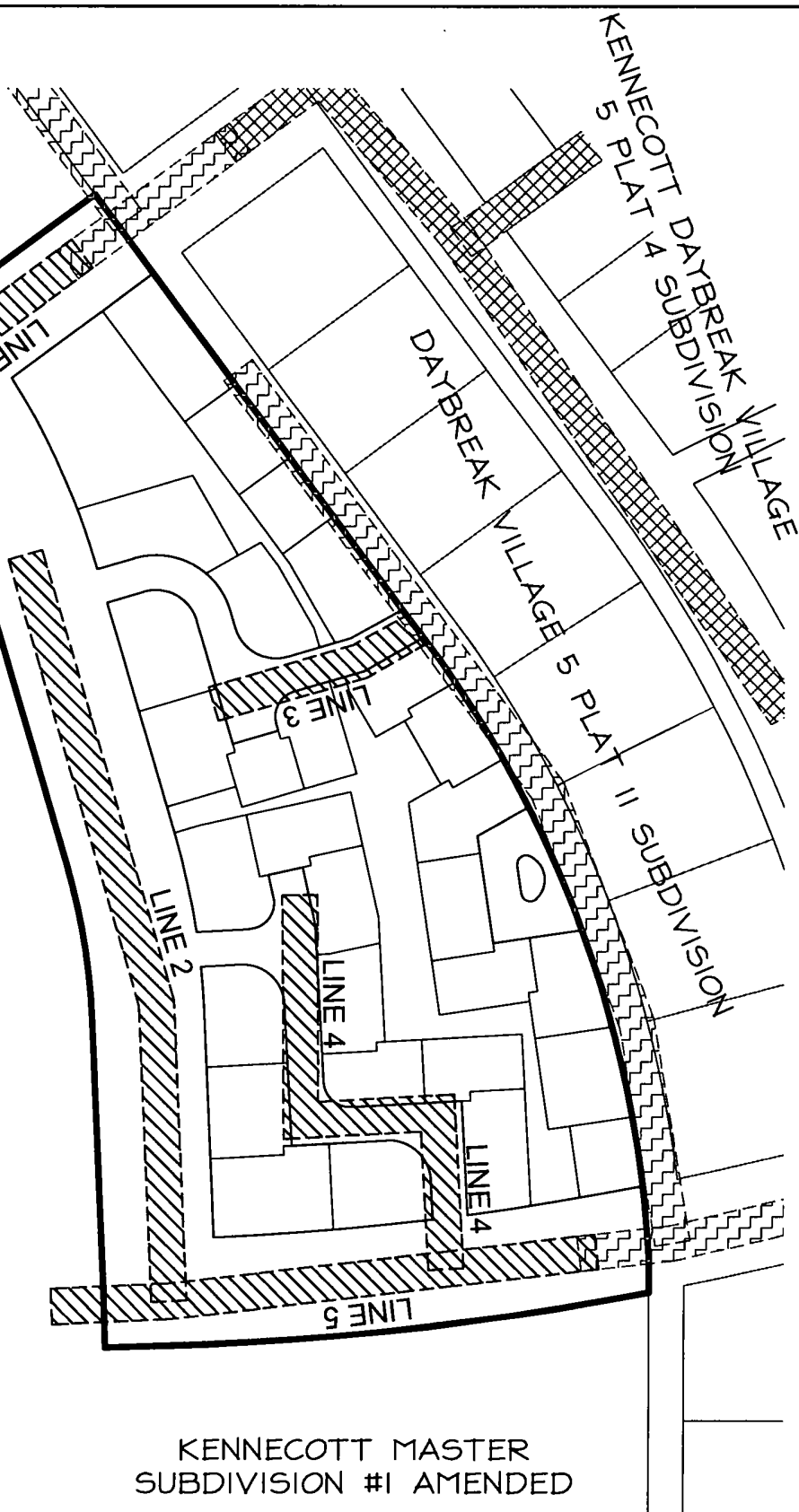


GRAPHIC SCALE

KENNECOTT MASTER  
SUBDIVISION #1 AMENDED

**LEGEND**

	PROPOSED 20' WIDE SEWER EASEMENT
	EXISTING 20' WIDE SEWER EASEMENT RECORDED IN BOOK 10655 PAGE 6923
	EXISTING 20' WIDE SEWER EASEMENT RECORDED IN BOOK 10272 PAGE 109



KENNECOTT MASTER  
SUBDIVISION #1 AMENDED

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



8000 NORTH 90TH STREET, SUITE 200  
DUBLIN, OHIO 43017-1000 FAX  
WEST JEROME UT 84000  
WWW.PERIGEECONSULT.COM

**EXHIBIT A**  
SEWER EASEMENTS  
DAYBREAK VILLAGE 5 MULTI FAMILY #8

PREPARED FOR: DAYBREAK COMMUNITIES DATE SUBMITTED: 10-15-2018


**LENDER'S CONSENT AND SUBORDINATION**

EASEMENTS – PARCEL I.D. # 26-13-163-004 & 26-13-100-011  
DAYBREAK VILLAGE 5 MULTI FAMILY 6  
(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 OCTOBER 26, 2018, FROM VP DAYBREAK OPERATIONS LLC, A DELAWARE LIMITED LIABILITY COMPANY, 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:   
Name: CARL F. SWANSON  
Title: SVD

[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 11/1/2018 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 Lori Beck (Seal)

