

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

12901520  
12/12/2018 10:55 AM \$0.00  
Book - 10737 Pg - 8265-8272  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH VALLEY SEWER DISTRICT  
PO BOX 629  
RIVERTON UT 84065  
BY: NPA, DEPUTY - WI 8 P.

**PARCEL I.D.# 27-19-103-005, 27-19-103-008, 27-19-103-004**  
**GRANTOR: VP Daybreak Operations, LLC; VP Daybreak Investments LLC**  
**(Daybreak Village 4 Harbor Plat 2)**  
Page 1 of 6

## EASEMENTS

Twenty (20) foot wide sanitary sewer easements located in the Northwest Quarter of Section 19, Township 3 South, Range 1 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: 19,179 square feet or 0.440 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 7 day of DECEMBER, 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

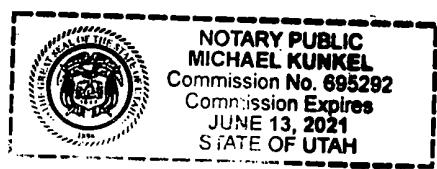
STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE        )

On the 7 day of December, 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



VP Daybreak Investments LLC,  
a Delaware limited liability company

By: Daybreak Communities LLC,  
a Delaware limited liability company,  
Its: Project Manager.

By: [Signature]

Its: PRESIDENT LLC  
Title

STATE OF UTAH                    )  
  :SS  
COUNTY OF SALT LAKE        )

On the 7 day of December, 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 Investments 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 4 HARBOR PLAT 2  
SEWER EASEMENTS**

**(Line 1)**

A twenty (20) foot wide sanitary sewer easement, located in the Northwest Quarter of Section 19, Township 3 South, Range 1 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 North 89°57'12" East 82.312 feet along the Section Line and South 5951.273 feet from the Northwest Corner of Section 18, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 57°53'26" East 61.651 feet; thence North 48°02'07" East 42.397 feet; thence North 73°26'57" East 48.555 feet; thence North 83°26'57" East 102.663 feet; thence South 06°33'03" East 56.858 feet to the point of terminus.

Contains: (approx. 312 L.F.)

**(Line 2)**

A twenty (20) foot wide sanitary sewer easement, located in the Northwest Quarter of Section 19, Township 3 South, Range 1 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 North 89°57'12" East 247.318 feet along the Section Line and South 5922.163 feet from the Northwest Corner of Section 18, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence South 53°26'57" West 101.000 feet to the point of terminus.

Contains: (approx. 101 L.F.)

**(Line 3)**

A twenty (20) foot wide sanitary sewer easement, located in the Northwest Quarter of Section 19, Township 3 South, Range 1 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 North 89°57'12" East 134.533 feet along the Section Line and South 5918.546 feet from the Northwest Corner of Section 18, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence South 26°25'46" East 71.107 feet; thence South 36°33'03" East 206.000 feet; thence North 53°26'57" East 83.257 feet to the point of terminus.

Contains: (approx. 360 L.F.)

**(Line 4)**

A twenty (20) foot wide sanitary sewer easement, located in the Northwest Quarter of Section 19, Township 3 South, Range 1 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 North  $89^{\circ}57'12''$  East 312.271 feet along the Section Line and South 6039.625 feet from the Northwest Corner of Section 18, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence South  $36^{\circ}33'03''$  East 73.000 feet; thence South  $36^{\circ}33'03''$  East 76.499 feet to the point of terminus.

Contains: (approx. 150 L.F.)

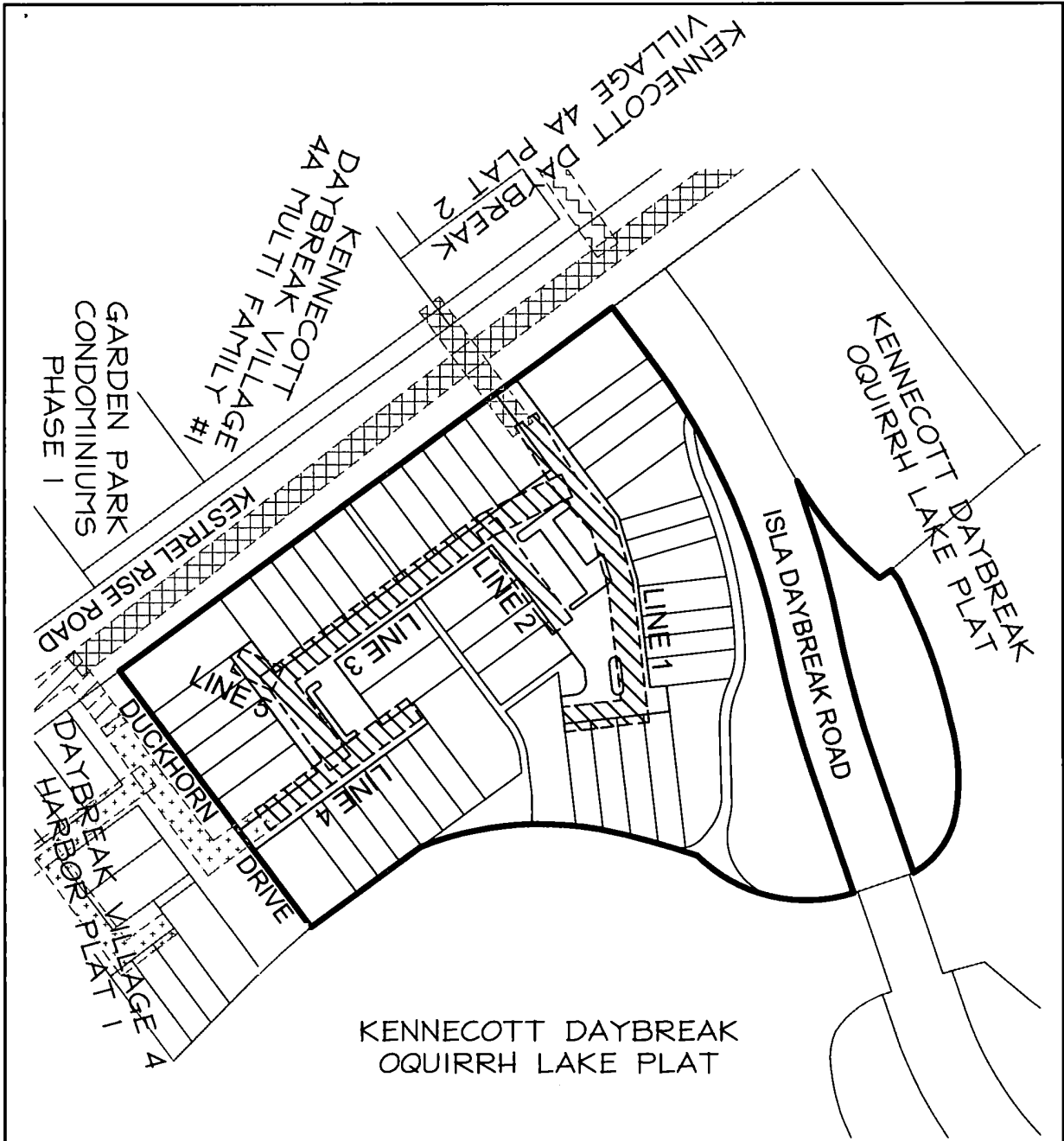
**(Line 5)**

A twenty (20) foot wide sanitary sewer easement, located in the Northwest Quarter of Section 19, Township 3 South, Range 1 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 North  $89^{\circ}57'12''$  East 288.863 feet along the Section Line and South 6147.831 feet from the Northwest Corner of Section 18, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence South  $25^{\circ}42'53''$  West 35.978 feet to the point of terminus.

Contains: (approx. 36 L.F.)

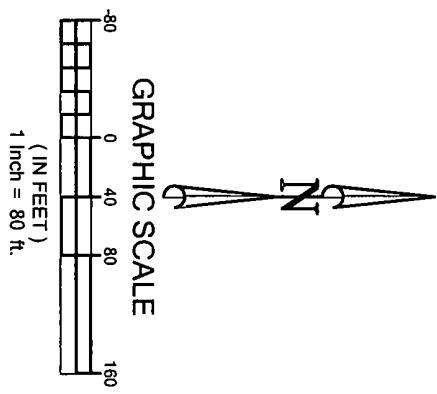
REFS:



KENNECOTT DAYBREAK  
OQUIRRH LAKE PLAT

**LEGEND**

	PROPOSED 20" WIDE SEWER EASEMENT
	PREVIOUSLY SUBMITTED SEWER EASEMENT FOR VILLAGE 4 HARBOR PLAT 1
	EXISTING 20" WIDE SEWER EASEMENT RECORDED IN BOOK 9489 PAGE 5305
	EXISTING 20" WIDE SEWER EASEMENT RECORDED IN BOOK 9555 PAGE 9835
	EXISTING 20" WIDE SEWER EASEMENT RECORDED IN BOOK 9666 PAGE 5413



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

**PERIGEE CONSULTING**  
CIVIL • STRUCTURAL • SURVEY

3000 NORTH 9800 WEST, SUITE 100  
SANDHURST, UT 84093  
801.733.8888

WEST JOURNAL 07 0400  
WWW.PERIGEECONSULTING.COM

**EXHIBIT A**  
SEWER EASEMENTS  
DAYBREAK VILLAGE 4 HARBOR PLAT 2

PREPARED FOR: DAYBREAK COMMUNITES      DATE SUBMITTED: 11-12-2018

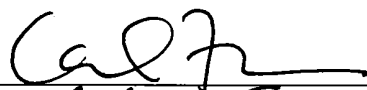
**LENDER'S CONSENT AND SUBORDINATION**

EASEMENTS – PARCEL I.D. # 27-19-103-005, 27-19-103-008 and 27-19-103-004  
DAYBREAK VILLAGE 4 HARBOR PLAT 2  
(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 DECEMBER 7, 2018, FROM VP DAYBREAK OPERATIONS LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND VP DAYBREAK INVESTMENTS 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: 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 December 7, 2018, 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 

[SEAL]

