

6

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

13221701  
03/20/2020 10:59 AM \$0.00  
Book - 10912 Pg - 6733-6738  
**RASHELLE HOBBES**  
RECODER, SALT LAKE COUNTY, UTAH  
SOUTH VALLEY SEWER DISTRICT  
PO BOX 629  
RIVERTON UT 84065  
BY: STA, DEPUTY - MI 6 P.

**PARCEL I.D.# 27-18-104-003-0000**  
**GRANTOR: VP DAYBREAK INVESTCO 2 LLC**  
**(Daybreak Village 3 Multi-Family 1)**  
Page 1 of 4

## **EASEMENT**

A twenty (20) foot wide sanitary sewer easement located in the Northwest Quarter of Section 18, 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, 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. 5,400 sf or 0.124 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.

**IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement**  
this 6th day of March, 2020.

GRANTOR(S)

VP Daybreak Investco 2 LLC,  
a Utah limited liability company

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

By: TY MCCUTCHEON

Its: President & CEO  
Title

STATE OF UTAH )  
:ss  
COUNTY OF SALT LAKE )

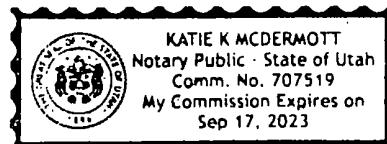
On the 6th day of March, 2020, personally appeared before me Ty McCutcheon who being by me duly sworn did say that he is the President & CEO of Daybreak Communities LLC, a Delaware limited liability company, the project manager of **VP Daybreak Investco 2 LLC, a Utah limited liability company** and that 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.

KATIE K MCDERMOTT

Notary Public

My Commission Expires: Sept 17, 2023

Residing in: Salt Lake County



## **Exhibit 'A'**

### **DAYBREAK VILLAGE 3 MULTI FAMILY #1 SEWER EASEMENTS**

#### **(Line 1)**

A twenty (20) foot wide sanitary sewer easement, located in the Northwest Quarter of Section 18, 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 587.093 feet along the Section Line and South 513.241 feet from the Northwest Corner of Section 18, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence East 60.000 feet; thence South 74.519 feet to the point of terminus.

Contains: (approx. 135 L.F.)

#### **(Line 2)**

A twenty (20) foot wide sanitary sewer easement, located in the Northwest Quarter of Section 18, 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 832.971 feet along the Section Line and South 513.441 feet from the Northwest Corner of Section 18, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence West 60.000 feet; thence South 74.519 feet to the point of terminus.

Contains: (approx. 135 L.F.)

# KENNECOTT DAYBREAK PLAT 9 SUBDIVISION

KETTLE WAY

LINE 1

LINE 2

PHOEBE LANE

VERMILLION DRIVE

KENNECOTT DAYBREAK  
PLAT 9 SUBDIVISION



SCALE 1"=50'

## LEGEND



PROPOSED 20' WIDE SEWER EASEMENT



**PERIGEE**  
CONSULTING  
CIVIL • STRUCTURAL • SURVEY

8000 SOUTH 1200 WEST, SUITE 100  
801.628.0034 TEL 801.620.0011 FAX

WEST JORDAN, UT 84088  
WWW.PERIGEECIVL.COM

## SEWER EASEMENTS VILLAGE 3 MULTI FAMILY #1

PREPARED FOR: DAYBREAK COMMUNITIES

BK 10912 PG 6736

## LENDER'S CONSENT AND SUBORDINATION

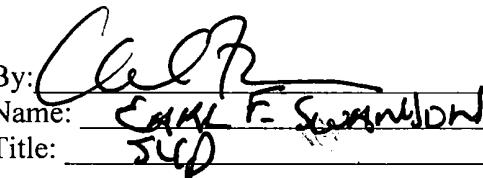
### EASEMENT AGREEMENT (SEWER) Daybreak Village 3 Multi-Family 1

PARCEL I.D. # 27-18-104-003-0000

THE UNDERSIGNED, THE BENEFICIARY UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST, DATED DECEMBER 19, 2019, ENCUMBERING THE HEREIN DESCRIBED REAL PROPERTY (THE "DEED OF TRUST"), HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THAT CERTAIN EASEMENT AGREEMENT (SEWER), DATED AS OF MARCH 6, 2020, BETWEEN VP DAYBREAK INVESTCO 2 LLC, A UTAH LIMITED LIABILITY COMPANY (AS GRANTOR), AND SOUTH VALLEY SEWER DISTRICT, A BODY POLITIC OF THE STATE OF UTAH (AS GRANTEE) (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: Carol 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 3/6/2020 before me, Lori Beckman, Notary Public,  
(here insert name of the officer)  
personally appeared Carrie 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)

