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Book - 11198 Pg - 4210-4225
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
UP DAYBREAK OPERATIONS LLC
11248 KESTREL RISE RD, #201
SJC UT 84009
BY: ARA, DEPUTY - WI 16 P.

**LENDER'S CONSENT TO PLAT RECORDING
AND SUBORDINATION (AS TO DEDICATIONS)**
[DAYBREAK VILLAGE 11A PLAT 6 SUBDIVISION AMENDING LOT Z101 OF
THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1]

AND

CONSENT TO DOCUMENT RECORDING AND SUBORDINATION
[Notice of Reinvestment Fee Covenant and Supplement to Community Charter for Daybreak
and Supplement to Covenant for Community for Daybreak, Submitting Additional Property
(Daybreak Village 11A Plat 6) and Notice of Reinvestment Fee Covenant and Expansion of
Telecommunications Service Area No. 1]

THE UNDERSIGNED, THE BENEFICIARY UNDER A CERTAIN DEED OF TRUST ENCUMBERING THE HEREIN DESCRIBED REAL PROPERTY, HEREBY EXPRESSLY CONSENTS TO THE SUBDIVISION OF SAID REAL PROPERTY AND JOINS IN THE EXECUTION AND RECORDING OF THE ABOVE-DESCRIBED SUBDIVISION PLAT. THE UNDERSIGNED HEREBY CONSENTS TO THE DEDICATIONS AND GRANT OF EASEMENTS SHOWN THEREON, AND MAKES THE DEED OF TRUST SUBORDINATE THERETO.

THE UNDERSIGNED LENDER ALSO HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THE FOLLOWING DOCUMENTS AFFECTING THE REAL PROPERTY DESCRIBED IN THE ABOVE-DESCRIBED SUBDIVISION PLAT: (1) Notice of Reinvestment Fee Covenant; and (2) Supplement to Community Charter for Daybreak and Supplement to Covenant for Community for Daybreak, Submitting Additional Property (Daybreak Village 11A Plat 6) and Notice of Reinvestment Fee Covenant and Expansion of Telecommunications Service Area No. 1 (collectively, the "**Documents**"). THE UNDERSIGNED LENDER HEREBY CONSENTS TO THE DOCUMENTS AND MAKES THE DEED OF TRUST SUBORDINATE THERETO; PROVIDED THAT THE UNDERSIGNED LENDER SHALL BE ENTITLED TO PROTECTIONS AFFORDED TO HOLDERS OF ANY FIRST RECORDED MORTGAGE AND/OR ANY MORTGAGE, AS APPLICABLE, PURSUANT TO THE (I) COVENANT FOR COMMUNITY FOR DAYBREAK RECORDED AS ENTRY NO. 8989517 IN THE SALT LAKE COUNTY RECORDER'S OFFICE, INCLUDING, BUT NOT LIMITED TO SECTIONS 2.3(B)(IV)(E) AND 2.3(J) THEREIN, AND (II) COMMUNITY CHARTER FOR DAYBREAK RECORDED AS ENTRY NO. 8989518 IN THE SALT LAKE COUNTY RECORDER'S OFFICE, INCLUDING, BUT NOT LIMITED TO SECTION 12.7 AND


CHAPTER 15 THEREIN.

THE UNDERSIGNED REPRESENTS THAT THE INDIVIDUAL EXECUTING THIS
LENDER'S CONSENT AND SUBORDINATION HAS FULL POWER AND AUTHORITY
TO DO SO ON BEHALF OF THE LENDER.

[Signatures on Following Page]

LENDER:

U.S. BANK NATIONAL ASSOCIATION
d/b/a Housing Capital Company

By: 
Name: Thomas G Walker
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 October 30, 2020, before me, **Lori Beckman, a Notary Public**, personally appeared **Thomas G. Walker** 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.

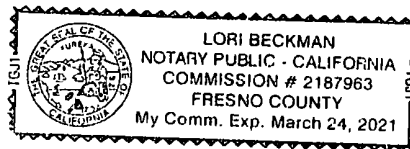
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



[SEAL]



**EXHIBIT A
LEGAL DESCRIPTION**

All of the real property described on that certain plat entitled "DAYBREAK VILLAGE 11A PLAT 6 SUBDIVISION AMENDING LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1", recorded on 06/29/2021, as Entry No. 13703215, Book 11198, at Page 4209 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDATION]

WHEN RECORDED, RETURN TO:

VP Daybreak Operations LLC
Attention: Brad Holmes
9350 S. 150 E., Suite 900
Sandy, Utah 84070

SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK

and

**SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK,
SUBMITTING ADDITIONAL PROPERTY
(DAYBREAK VILLAGE 11A PLAT 6)**

and

NOTICE OF REINVESTMENT FEE COVENANT

and

EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1

THIS SUPPLEMENT TO COMMUNITY CHARTER FOR DAYBREAK AND SUPPLEMENT TO COVENANT FOR COMMUNITY FOR DAYBREAK, SUBMITTING ADDITIONAL PROPERTY (DAYBREAK VILLAGE 11A PLAT 6) AND NOTICE OF REINVESTMENT FEE COVENANT AND EXPANSION OF TELECOMMUNICATIONS SERVICE AREA NO. 1 (this “**Supplement**”) is made this May ___, 2021, by **VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company (as successor-in-interest to Kennecott Land Company), as founder (“**Founder**”) under the Community Charter for Daybreak, recorded on February 27, 2004, as Entry No. 8989518, in Book 8950, beginning at Page 7784 in the Salt Lake County Recorder’s Office, as amended by that certain Amendment No. 1 to Community Charter for Daybreak, recorded August 26, 2004, as Entry No. 9156782, in Book 9030, beginning at Page 3767 in the Salt Lake County Recorder’s Office, as further amended by that certain Amendment No. 2 to Community Charter for Daybreak, recorded October 19, 2005, as Entry No. 9528104, in Book 9205, beginning at Page 4743 in the Salt Lake County Recorder’s Office, as further amended by that certain Amendment No. 3 to Community Charter for Daybreak, recorded March 13, 2007, as Entry No. 10031889, in Book 9434, beginning at Page 6467 in the Salt Lake County Recorder’s Office, as further amended by that certain Amendment No. 4 to Community Charter for Daybreak, recorded March 2, 2010, as Entry No. 10907211, in Book 9807, beginning at Page 7337 in the Salt Lake County Recorder’s Office, as further amended by that certain Amendment No. 5 to Community Charter for Daybreak, recorded November 24, 2010, as Entry No. 11082445, in Book 9882, beginning at Page 1049 in the Salt Lake County Recorder’s Office, as further

amended by that certain Amendment No. 6 to Community Charter for Daybreak, recorded July 1, 2016, as Entry No. 12312667, in Book 10448, beginning at Page 4380 in the Salt Lake County Recorder's Office, as further amended by that certain Amendment No. 7 to Community Charter for Daybreak, recorded July 3, 2018, as Entry No. 12804618, in Book 10690, beginning at Page 7505 in the Salt Lake County Recorder's Office (as amended and/or supplemented from time to time, the "**Charter**") and under the Covenant for Community for Daybreak, recorded on February 27, 2004, as Entry No. 8989517, in Book 8950, beginning at Page 7722 in the Salt Lake County Recorder's Office (as amended and/or supplemented from time to time, the "**Covenant**"), and is consented to by **VP DAYBREAK DEVCO LLC**, a Delaware limited liability company ("**Devco**").

RECITALS:

- A. Pursuant to the Charter, Founder is the "Founder" of the community commonly known as "*Daybreak*" located in South Jordan, Utah.
- B. Founder and/or Devco has recorded or is concurrently recording herewith that certain subdivision map entitled "DAYBREAK VILLAGE 11A PLAT 6 SUBDIVISION AMENDING LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1" (the "**Plat**") which relates to the real property more particularly described on Exhibit A attached hereto (the "**Property**"). Devco is the fee simple owner of the Property.
- C. Pursuant to that certain Supplement to Community Charter for Daybreak Creating Service Area (Telecommunications Service Area No. 1), recorded on March 23, 2006, as Entry No. 9671594, in Book 9270, beginning at Page 4287 in the Salt Lake County Recorder's Office (the "**Telecommunications Service Area Supplement**"), Founder created the Telecommunications Service Area No. 1 (the "**Telecommunications Service Area**").
- D. Founder and Devco desire to (i) submit and subject the Property to the Charter and Covenant, including, without limitation, the terms, conditions, covenants and restrictions thereof as they now exist or may hereafter be amended, and (ii) expand the boundaries of the Telecommunications Service Area to include the Property.

NOW, THEREFORE, Founder hereby declares the following:

- 1. **Definitions.** Unless otherwise defined herein, all capitalized terms shall have the meaning assigned to them in the Covenant and/or Charter.
- 2. **Submission to Charter and Covenant.** Pursuant to Section 16.1 of the Charter and Section 5.2 of the Covenant, Founder hereby submits and subjects the Property to the Charter and the Covenant, including, without limitation, all terms, conditions, covenants, easements, restrictions, liens, charges, and assessments contained therein. Devco, as the fee simple owner of the Property, hereby consents to the subjection of the Property to the Covenant and Declaration, as herein provided.

3. **Notice of Reinvestment Fee.** Notice is hereby given that the Covenant and the Charter provide, among other things, that certain assessments and fees will be charged against the Property (and their respective owners), as further described in the Covenant and Charter including a “Community Enhancement Fee”, as more particularly defined and set forth in the Covenant. The Community Enhancement Fee is a “reinvestment fee covenant” under Utah law, and pursuant to Utah law, a separate Notice of Reinvestment Fee Covenant of even date herewith has been concurrently recorded against the Property.
4. **Expansion of Telecommunications Service Area.** Pursuant to the Telecommunications Service Area Supplement and Section 3.4 of the Charter, Founder hereby expands the boundaries of the Telecommunications Service Area to include the Property and hereby designates the Residential Units located within the Property, or that may in the future be located within the Property, to the Telecommunications Service Area, including all applicable terms, conditions, rules, assessments, liens, charges, and regulations associated with such Telecommunications Service Area (in accordance with the terms of the Charter).
5. **Full Force and Effect.** The Charter and the Covenant, as supplemented hereby, shall remain in full force and effect.
6. **Incorporation by Reference.** The Recitals and Exhibit to this Supplement are hereby incorporated herein by this reference.

[Signatures on the Following Page]


IN WITNESS WHEREOF, as of this May 26, 2021, Founder has executed this Supplement, and Devco has consented to the same.

Founder:

VP DAYBREAK OPERATIONS LLC,
a Delaware limited liability company

By: Miller Family Real Estate, L.L.C.,
a Utah limited liability company

Its: Authorized Manager

By: 

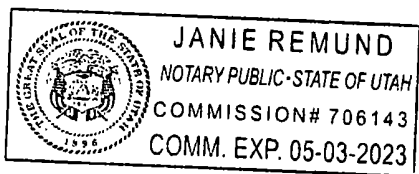
Brad Holmes, President

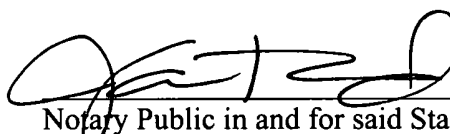
ACKNOWLEDGMENT

STATE OF UTAH)
)
) :ss.
)
COUNTY OF SALT LAKE)

On May 26, 2021, personally appeared before me, a Notary Public, Brad Holmes, President of Miller Family Real Estate, L.L.C., a Utah limited liability company, the Authorized Manager of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company, personally known or proved to me to be the person whose name is subscribed to the above instrument who acknowledged to me that he executed the above instrument on behalf of VP DAYBREAK OPERATIONS LLC, a Delaware limited liability company.

WITNESS my hand and official Seal.





Notary Public in and for said State

My commission expires: 05-03-2023

[SEAL]

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

All of the real property described on that certain plat entitled "DAYBREAK VILLAGE 11A PLAT 6 SUBDIVISION AMENDING LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1", recorded on 06/29/2021, as Entry No. 13703215, Book 11198, at Page 4209 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON PLAT RECORDING]

Boundary Description:

Beginning at a point on the Northerly Right-of-Way Line of Skip Rock Road, said point lies South 89°56'37" East 2898.228 feet along the Daybreak Baseline Southwest (Being South 89°56'37" East 10583.405 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 23, T3S, R2W) and North 391.766 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 15°08'46" East 225.431 feet; thence North 18°14'14" East 54.000 feet; thence South 71°45'46" East 29.127 feet; thence North 15°08'46" East 70.102 feet; thence North 71°45'46" West 59.822 feet; thence North 18°14'14" East 132.838 feet to a point on the Southerly Right-of-Way Line of Meadow Grass Drive; thence along said Southerly Right-of-Way Line the following (2) courses: 1) South 71°45'46" East 168.406 feet; 2) South 76°22'33" East 118.601 feet; thence South 13°37'27" West 85.000 feet; thence South 76°22'33" East 177.118 feet; thence South 13°37'27" West 145.000 feet; thence North 76°22'33" West 169.536 feet; thence South 10°37'07" West 31.702 feet to a point on a 90.000 foot radius tangent curve to the left, (radius bears South 79°22'53" East, Chord: South 04°18'23" West 19.790 feet); thence along the arc of said curve 19.830 feet through a central angle of 12°37'26"; thence South 02°00'20" East 138.678 feet to the said Northerly Right-of-Way Line of Skip Rock Road and a point on a 473.000 foot radius non tangent curve to the right, (radius bears North 02°07'07" West, Chord: North 89°31'14" West 42.879 feet); thence along said Northerly Right-of-Way Line the following (3) courses: 1) along the arc of said curve 42.894 feet through a central angle of 05°11'45"; 2) North 86°55'22" West 208.318 feet to a point on a 473.000 foot radius tangent curve to the right, (radius bears North 03°04'38" East, Chord: North 81°55'35" West 82.386 feet); 3) along the arc of said curve 82.490 feet through a central angle of 09°59'32" to the point of beginning.

Property contains 3.563 acres.

Also and together with the following described tract of land:

Beginning at a point on the Northerly Right-of-Way Line of Daybreak Parkway, said point lies South 89°56'37" East 3141.886 feet along the Daybreak Baseline Southwest (Being South 89°56'37" East 10583.405 feet between the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 23, T3S, R2W) and North 46.624 feet from the Southwest Corner of

Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Northerly Right-of-Way Line North 89°49'08" West 54.000 feet; thence North 79.009 feet; thence West 61.173 feet; thence North 77°31'06" West 29.525 feet; thence North 83.049 feet; thence North 03°04'38" East 39.993 feet; thence North 86°55'22" West 11.208 feet; thence North 03°04'38" East 70.000 feet to the Southerly Right-of-Way Line of Skip Rock Road; thence along said Southerly Right-of-Way Line the following (2) courses: 1) South 86°55'22" East 192.594 feet to a point on a 527.000 foot radius tangent curve to the left, (radius bears North 03°04'38" East, Chord: South 89°28'37" East 46.973 feet); 2) along the arc of said curve 46.988 feet through a central angle of 05°06'31"; thence South 166.072 feet; thence West 90.000 feet; thence South 102.205 feet to the point of beginning.

Property contains 1.098 acres.

WHEN RECORDED RETURN TO:

VP Daybreak Operations LLC
Attn: Brad Holmes
9350 S. 150 E., Suite 900
Sandy, Utah 84070

Space above for County Recorder's Use

NOTICE OF REINVESTMENT FEE COVENANT
(Daybreak Master Planned Community)
[DAYBREAK VILLAGE 11A PLAT 6]

Pursuant to Utah Code Ann. 57-1-46 *et seq*, this NOTICE OF REINVESTMENT FEE COVENANT (Daybreak Master Planned Community) is hereby given for that certain real property located in Salt Lake County, Utah (the "Property") and more particularly described on Exhibit A attached hereto and incorporated herein, with respect to the following:

1. Pursuant to Daybreak's Covenant for Community (the "Daybreak Covenant") dated February 25, 2004, and recorded on February 27, 2004, as Entry No. 8989517, in Book 8950, beginning at Page 7722 in the Salt Lake County Recorder's Office, as amended and supplemented from time to time, as evidenced in the official records of Salt Lake County, the Daybreak Community Council, a Utah non-profit corporation (the "Community Council") imposes a community enhancement fee (the "Reinvestment Fee") upon certain transfers of portions of the Property except Exempt Transfers (as such term is defined in the Daybreak Covenant).

2. The Reinvestment Fee is payable to the Community Council at the closing of the transfer of the title of the affected portion of the Property.

3. The Reinvestment Fee shall be paid to the Community Council, at the following address:

Daybreak Community Council
11248 Kestrel Rise Road, Suite 201
South Jordan, UT 84009

4. The Community Council's authorized representative is Rulon Dutson.

5. The Reinvestment Fee runs with the land and binds all successors in interest and assigns of the Property.

6. Unless terminated pursuant to the Daybreak Covenant, the duration of the Reinvestment Fee is perpetual.

7. Pursuant to the Daybreak Covenant, the Reinvestment Fee shall be used for purposes consistent with the Community Council's mission and for purposes for which the Community Council was created, including payment for community planning, facilities and infrastructure; obligations arising from an environmental covenant, community programming, open space, recreation amenities, charitable purposes, and Community Council association expenses.

8. The Reinvestment Fees paid under the Daybreak Covenant are required to benefit the Property.

9. The Reinvestment Fee is the only reinvestment fee covenant to burden the Property, and no additional reinvestment fee covenant of any type or kind may be imposed on the Property.

10. The Daybreak Covenant contemplates that future phases may be added to the Daybreak Master Planned Community, and the Reinvestment Fee and any corresponding notices thereof will be recorded against and will apply to all newly added phases.

11. This Notice of Reinvestment Fee (Daybreak Master Planned Community) supersedes and replaces any previously recorded notices of transfer fee covenants recorded on any portions of the Property, provided that this Notice of Reinvestment Fee does not amend, replace, or supersede the Covenant or the Community Charter for Daybreak, dated February 25, 2004, and recorded in the official records of Salt Lake County on February 27, 2004 as Entry No. 8989518, Book 8950, beginning at Page 7784.

12. Each owner shall contact CCMC's Title Specialist for the Community Council, or designee, at least seven (7) days prior to the scheduled closing or transfer of title and provide the name of the buyer, the date of the transfer of title, and other information the Community Council may reasonably require.

13. The current, total amount of the Reinvestment Fee and/or any unpaid assessments, including principal, interest, and costs with respect to a particular portion of the Property may be obtained by contacting the Community Council's CCMC Title Specialist at 8360 E. Via de Ventura, Bldg. L, Suite 100, Scottsdale, AZ., 85258 or 480-921-7500 or www.ccmcnet.com.

[Signature on Following Page]

**EXHIBIT A
TO
NOTICE OF REINVESTMENT FEE COVENANT**

All of the real property described on that certain plat entitled "DAYBREAK VILLAGE 11A PLAT 6 SUBDIVISION AMENDING LOT Z101 OF THE VP DAYBREAK OPERATIONS-INVESTMENTS PLAT 1", recorded on 06/29/2021, as Entry No. 13703215, Book 11198, at Page 4209 of the Official Records of Salt Lake County, Utah.

[TO BE FILLED IN UPON RECORDATION OF NEW PLAT]