

WHEN RECORDED RETURN TO:  
Residential Construction Management, LLC  
3103 Peregrine Circle  
Eagle Mountain, UT 84005

ENT43612:2022 PG 1 of 3  
Andrea Allen  
Utah County Recorder  
2022 Apr 07 02:44 PM FEE 40.00 BY CH  
RECORDED FOR Meraki Title Insurance Agency  
ELECTRONICALLY RECORDED

### SUBORDINATION AGREEMENT (Deed of Trust)

**NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN YOUR SECURITY INTEREST IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.**

THIS Subordination Agreement, made April 5, 2022, by Scarlet Ridge Partners, LLC, owner of the land hereinafter described and hereinafter referred to as "Owner," and Residential Construction Management, LLC, present owner and holder of the deed of trust and note first hereinafter described and hereinafter referred to as the "Beneficiary,"

#### RECITALS

WHEREAS, Scarlet Ridge Partners, LLC did execute a deed of trust, in favor of Residential Construction Management, LLC which deed of trust was recorded as , in the Official Records of said county, encumbering the property situated in **Utah County**, State of Utah, described as follows:

**The East Half of the East Half of Section 19, Township 6 South, Range 1 West, Salt Lake Base and Meridian.**

Tax Parcel No.: 59-019-0004 and 59-019-0005

WHEREAS, Owner has executed, or is about to execute, a deed of trust and note in the sum of \$16,467,739.00 dated April 5, 2022, in favor of BRMK Lending, LLC, a Delaware limited liability company, hereinafter referred to as "Lender" payable with interest and upon the terms and conditions described therein, which deed of trust is recorded concurrently herewith or recorded as follows:

Entry 43569: 2022 on April 7, 2022 at 1:42 PM  
\_\_\_\_\_ ; and

WHEREAS, it is a condition precedent to obtaining said loan that said deed of trust in favor of Lender shall unconditionally be and remain at all times a lien or charge upon the land hereinabove described, prior and superior to the lien or charge of the deed of trust in favor of Beneficiary; and

WHEREAS, Lender is willing to make said loan provided the deed of trust securing the same constitute a lien or charge upon the described property prior and superior to the lien or charge of the deed of trust in favor of Beneficiary and provided that the Beneficiaries will specifically and unconditionally subordinate the lien or charge of the deed of trust to the lien or charge of deed of trust in favor of Lender; and

WHEREAS, it is to the mutual benefit of the parties hereto that Lender make such loan to Owner; and Beneficiary is willing that the deed of trust securing the same shall, when recorded, constitute a lien or charge upon said land which is unconditionally prior and superior to the lien or charge of deed of trust in favor of Beneficiary.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Lender to make the loan above referred to, it is hereby declared, understood and agreed as follows:

1. That the deed of trust, including, but not limited to, the deed of trust securing said note in favor of Lender, and any renewals or extensions thereof, shall unconditionally be and remain at all times a lien or charge on the property therein described, prior and superior to the lien or charge of the deed of trust in favor of Beneficiary.
2. That Lender would not make its loan above described without this Subordination Agreement.
3. That this agreement shall be the only agreement with regard to the subordination of the lien or charge of the deed of trust in favor of Beneficiary to the lien or charge of the deed of trust in favor of Lender above referred to and shall supersede and cancel, but insofar as would affect the priority between the deeds of trust hereinbefore specifically described, and prior agreements as to such subordination, including but not limited to, those provisions, if any, contained in the deed of trust in favor of Beneficiary, which provides for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

Beneficiary declares, agrees and acknowledges that

- a. It consents to and approves (i) all provisions of the note and deed of trust in favor of Lender, and (ii) all agreements, including, but not limited to, any loan or escrow agreements between Owner and Lender for the disbursement of the proceeds of Lender's loan.
- b. Lender, in making disbursements pursuant to any such agreement, is under no obligation or duty to, nor has Lender represented that it will, see to the application of such proceeds by the person or persons to whom Lender disburses such proceeds and any application or use of such proceeds for purposes other than those provided for in such agreement or agreements shall not defeat the subordination herein made in whole or part;
- c. It intentionally and unconditionally waives, relinquishes and subordinates the lien or charge of the deed of trust in favor of the lien or charge upon said land of the deed of trust in favor of Lender above referred to and understands that in reliance upon, and in consideration of, this waiver, relinquishment and subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this waiver, relinquishment and subordination.

NOTE: THIS SUBORDINATION AGREEMENT CONTAINS A PROVISION WHICH ALLOWS THE PERSON OBLIGATED ON YOUR REAL PROPERTY SECURITY TO OBTAIN A LOAN A PORTION OF WHICH MAY BE EXPENDED FOR OTHER PURPOSES THAN IMPROVEMENT OF THE LAND.

Executed this 5 day of April, 2022.

Residential Construction Management, LLC

By: Michael Foess  
Michael Foess,  
Authorized Agent

State of Utah            )  
                                  )ss.

County of Utah        )

On this 5 day of April, 2022, Michael Foess <sup>Authorized Agent</sup> personally appeared before me, the ~~Manager~~ of Residential Construction Management, LLC, and said document was signed by him/her on behalf of the said Limited Liability Company by Authority of its Bylaws or Resolution of its Board of Directors, and said Michael Foess acknowledged to me said Limited Liability Company, executed the same.

Witness my hand and official seal.

Angie Bernsten  
Notary Public

