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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: JLA, DEPUTY - WI 18 P.

1
Recording Requested by and
When Recorded, Mail To:

South Jordan City
Attn: Ryan Loose, Esq.
1600 West Towne Center Drive
South Jordan, Utah 84009

Tax Parcel Number(s): 26-22-376-001, 26-22-378-001, 26-22-452-001, 26-22-451-001

WATERLINE EASEMENT AGREEMENT

THIS WATERLINE EASEMENT AGREEMENT (“**Agreement**”) dated JANUARY 6, 2021, is made and entered into by and between **VP DAYBREAK DEVCO LLC**, a Delaware limited liability company (“**Grantor**”), and **SOUTH JORDAN CITY**, a Utah municipality (“**Grantee**”).

A. Grantor owns certain parcels of real property situated in Salt Lake County, Utah (collectively, the “**Property**”).

B. Grantor has agreed to grant Grantee a non-exclusive waterline easement on certain portions of the Property as more particularly hereinafter set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

1. WATERLINE EASEMENT. Grantor hereby grants to Grantee without warranty or representation, a perpetual, non-exclusive waterline easement, right of access and right of way (the “**Easement**”) for the construction, alteration, improvement, repair, enlargement, rebuilding, inspection and maintenance of underground water transmission pipelines, together with all related equipment, facilities and appurtenances connected therewith in, under, across, over and through those certain portions of the Property (the “**Easement Area**”) legally described in Exhibit “A”, attached hereto and incorporated herein by this reference. The Easement Area is also depicted on Exhibit “A”.

2. EASEMENT IS NON-EXCLUSIVE. The Easement granted herein is non-exclusive and does not preclude Grantor or its invitees, guests or successors in interest from using the Property for any purpose, business or otherwise. Grantor and its successors in interest are free to grant to other persons or entities the right to use the Property for any purpose, so long as such use does not interfere with the rights granted to Grantee under this Agreement.

3. DEVELOPMENT OF GRANTOR PROPERTY. Nothing in this Agreement shall prevent or preclude Grantor or its representatives, heirs, successors or assigns from

developing all or a portion of the Property, subject to the rights granted to Grantee under this Agreement. In such event, Grantor reserves the right to use the Property and grant easements across the Property for the benefit of other property and the owners and occupants thereof and their invitees and guests, so long as it does not interfere with the rights granted to Grantee under this Agreement, and provided that Grantor shall not construct or cause the construction of any structures within the Easement Area.

4. **REPAIR.** Grantee shall promptly repair and restore in a reasonable manner any structure, fence, paving, landscaping, improvement or other part of the Property (or any adjacent property) that is damaged or altered by Grantee in exercising its rights in the Easement granted hereunder.

5. **TERM.** The Easement granted pursuant to this Agreement shall run with the land and shall be effective and binding on the parties hereto upon the execution of this Agreement and shall be perpetual in its term, and shall not be extinguished by transfer of any interest in the Property.

6. **NO REPRESENTATIONS AND WARRANTIES.** Grantor makes no warranties or representations concerning the Easement hereby granted, or its suitability for the intended use, the cost of maintenance or otherwise.

7. **INDEMNITY.**

(a) Grantee shall defend, indemnify, and hold Grantor and its respective successors, assigns, corporate parents, affiliates and subsidiaries, and their respective officers, directors, shareholders, representatives, contractors, agents and employees harmless from and against any action, cause of action, suit, proceeding, claim or demand of any kind asserted by or against the Grantor (collectively, "**Claims**") and any and all liabilities, regardless of whether such liabilities are based upon contract, warranty, tort, (including negligence of any nature), violation of laws, damages, losses, obligations, costs and expenses of every kind, including, without limitation, reasonable attorneys' fees, expert witness fees, and other costs and expenses (collectively, "**Liabilities**"), for injuries to or the death of any person, loss of or damage to the property of any person or the assertion of any other Claims or Liabilities by any person caused by the acts or omissions of Grantee or its agents in exercising its right under this Agreement.

(b) Grantor shall defend, indemnify, and hold Grantees and their respective successors, assigns, corporate parents, affiliates and subsidiaries, and their respective officers, directors, shareholders, representatives, contractors, agents and employees harmless from and against any action, cause of action, suit, proceeding, claim or demand of any kind asserted by or against the Grantees (collectively, "**Claims**") and any and all liabilities, regardless of whether such liabilities are based upon contract, warranty, tort, (including negligence of any nature), violation of laws, damages, losses, obligations, costs and expenses of every kind, including, without limitation, reasonable attorneys' fees, expert witness fees, and other costs and expenses (collectively, "**Liabilities**"), for injuries to or the death of any person, loss of or damage to the property of any person or the assertion of any other Claims or Liabilities by any person caused by the acts or omissions of Grantor or its agents in exercising its right under this Agreement.

8. SEVERABILITY. If any clause, sentence, or other portion of the terms, conditions, covenants, and restrictions of this Agreement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

9. RECORDATION. The Agreement shall be recorded in the real property records of Salt Lake County, State of Utah. By executing this Agreement, Grantor consents to Grantee's recordation of this Agreement.

10. FURTHER DOCUMENTS. Grantor will execute any and all further documents, which Grantee reasonably requests to assure Grantee the rights granted in this Agreement.

11. AMENDMENTS. This Agreement may only be amended by a written document signed by each of the parties.

12. APPLICABLE LAW. The Agreement shall be construed and interpreted under, and governed and enforced according to, the laws of the State of Utah without regard for that state's principles of conflict of law.

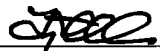
[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date and year first above written.

Grantor:


VP DAYBREAK DEVCO LLC,
a Delaware limited liability company

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

By: 
Ty McCutcheon, President & CEO

Grantee:

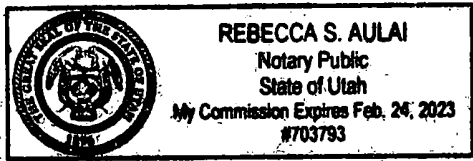
SOUTH JORDAN CITY,
a Utah municipality

By: 
Name: Gay L. Whatcott
Title: City Manager

ACKNOWLEDGMENT

On Jan 6, 2021, personally appeared before me, a Notary Public, Ty McCutcheon, President and CEO of Daybreak Communities LLC, a Delaware limited liability company, the Project Manager of VP DAYBREAK DEVCO 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 DEVCO LLC, a Delaware limited liability company.

WITNESS my hand and official Seal.



Rebecca S. Aulai

Notary Public in and for said State

My commission expires: 2/24/23

[SEAL]

ACKNOWLEDGMENT

STATE OF UTAH)
)
COUNTY OF SALT LAKE)

On January 15, 2021, personally appeared before me, a Notary Public,
Gary L. Whatcott, the City manager of SOUTH JORDAN CITY,
a Utah municipal corporation, personally known or proved to me to be the person whose name is
subscribed to the above instrument who acknowledged to me that he/she executed the above
instrument on behalf of SOUTH JORDAN CITY.

WITNESS my hand and official Seal.



Melanie Edwards
Notary Public in and for said State

My commission expires: January 29, 2022

[SEAL]

Exhibit A
EXHIBIT A
LEGAL DESCRIPTION OF EASEMENT AREA

DAYBREAK PARKWAY PHASE 2/VILLAGE 11A OFFSITE WATERLINE
EASEMENT:

(Line 1)

A fifteen (15) foot wide waterline easement, located in the Southwest Quarter of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement more particularly described as follows:

Beginning at the intersection of the West Right-of-Way Line of Bingham Rim Road and the North Right-of-Way Line 11800 South Street, said point lies South 89°56'37" East 1771.386 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 49.453 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said 11800 South Street North 89°49'44" West 449.408 feet to the West Line of Lot Z101 of the VP Daybreak Operations-Investments Plat 1; thence along said Lot Z101 North 00°02'03" East 13.529 feet; thence East 8.190 feet; thence North 12.000 feet; thence East 417.352 feet; thence South 78°45'00" East 7.041 feet; thence North 44°17'07" East 24.277 feet to said West Right-of-Way Line of Bingham Rim Road; thence along said Bingham Rim Road South 42.877 feet to the point of beginning.

Property contains 0.271 acres, 11795 square feet.

(Line 2)

A fifteen (15) foot wide waterline easement, located in the Southwest Quarter of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement more particularly described as follows:

Beginning at the intersection of the North Right-of-Way Line of 11800 South Street and the East Right-of-Way Line of Bingham Rim Road, said point lies South 89°56'37" East 1828.886 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 49.338 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Bingham Rim Road North 15.000 feet; thence South 89°49'44" East 159.001 feet; thence North 24.868 feet; thence East 15.000 feet; thence South 24.887 feet; thence North 78°45'00" East 32.681 feet; thence East 186.939 feet; thence North 00°06'14" West 32.222 feet; thence North 89°53'46" East 15.000 feet; thence South 00°06'14" East 32.249 feet; thence East 205.691 feet; thence South 67°30'00" East 18.735 feet to the West Right-of-Way Line of Silver Pond Drive; thence along said Silver Pond Drive South 15.593 feet to the said North Right-of-Way Line of 11800 South Street; thence along said 11800 South Street West 1.552 feet; thence North 67°30'00" West 20.285 feet; thence West 256.386 feet; thence South 00°10'16" West 6.941 feet to the said North Right-of-Way Line of 11800 South Street; thence along said 11800 South Street North 89°49'44" West 15.000 feet; thence North 00°10'16" East 6.896 feet; thence West 131.782 feet; thence South 78°45'00" West 32.835 feet to the said North Right-of-Way Line of 11800 South Street; thence along said 11800 South Street North 89°49'44" West 175.327 feet to the point of beginning.

Property contains 0.240 acres, 10458 square feet.

(Line 3)

A fifteen (15) foot wide waterline easement, located in the Southwest Quarter of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement more particularly described as follows:

Beginning at the intersection of the North Right-of-Way Line of 11800 South Street and the East Right-of-Way Line of Silver Pond Drive, said point lies South 89°56'37" East 2527.877 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

Exhibit A

Southeast Corner of Section 23, T3S, R2W) and North 47.939 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Silver Pond Drive North 15.000 feet; thence South 89°49'22" East 294.088 feet; thence North 45°00'22" East 19.333 feet; thence East 252.250 feet; thence North 244.243 feet to the South Right-of-Way Line of Skip Rock Road; thence along said Skip Rock Road South 86°55'22" East 15.022 feet; thence South 258.436 feet; thence West 145.237 feet; thence South 00°10'52" West 14.097 feet to the said North Right-of-Way Line of 11800 South Street; thence along said 11800 South Street North 89°49'08" West 15.000 feet; thence North 00°10'52" East 14.050 feet; thence West 100.801 feet; thence South 45°00'22" West 19.360 feet to the said North Right-of-Way Line of 11800 South Street; thence along said 11800 South Street North 89°49'22" West 300.281 feet to the point of beginning.

Property contains 0.289 acres, 12579 square feet.

(Line 4)

A fifteen (15) foot wide waterline easement, located in the Southwest Quarter of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement more particularly described as follows:

Beginning at a point on the West Right-of-Way Line of Flying Fish Drive, said point lies South 89°56'37" East 3888.664 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 69.321 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Flying Fish Drive South 02°03'05" West 15.000 feet; thence North 87°56'55" West 77.738 feet; thence South 00°10'52" West 11.867 feet to the North Right-of-Way Line of 11800 South Street; thence along said 11800 South Street North 89°49'08" West 15.000 feet; thence North 00°10'52" East 12.306 feet to a point on a 742.500 foot radius non tangent curve to the left, (radius bears South 01°22'47" West, Chord: North 89°18'36" West 17.880 feet); thence along the arc of said curve 17.880 feet through a central angle of 01°22'47"; thence West 184.100 feet to a point on a 730.998 foot radius non tangent curve to the left, (radius bears South 00°01'55" West, Chord: South 87°57'24" West 52.940 feet); thence along the arc of said curve 52.952 feet through a central angle of 04°09'01"; thence South 85°52'54" West 36.851 feet; thence South 04°07'06" East 7.085 feet to the said North Right-of-Way Line of 11800 South Street; thence along said 11800 South Street North 89°49'08" West 15.042 feet; thence North 04°07'06" West 5.958 feet; thence South 85°52'54" West 79.242 feet to the said North Right-of-Way Line of 11800 South Street; thence along said 11800 South Street North 89°49'08" West 56.344 feet; thence North 48°00'00" West 5.281 feet; thence North 47°00'00" West 10.131 feet; thence North 46°00'00" West 7.062 feet; thence West 57.121 feet; thence South 00°10'52" West 15.116 feet to the said North Right-of-Way Line of 11800 South Street; thence along said 11800 South Street North 89°49'08" West 15.000 feet; thence North 00°10'52" East 15.069 feet; thence West 138.036 feet; thence North 257.146 feet to the South Right-of-Way Line of Skip Rock Road; thence along said Skip Rock Road South 86°55'22" East 15.022 feet; thence South 241.340 feet; thence East 201.217 feet; thence South 46°00'00" East 12.992 feet; thence South 47°00'00" East 9.299 feet; thence South 89°49'08" East 50.035 feet; thence North 85°52'54" East 120.914 feet; thence North 30.686 feet; thence East 15.000 feet; thence South 29.626 feet to a point on a 745.998 foot radius non tangent curve to the right, (radius bears South 03°42'07" East, Chord: North 88°09'54" East 48.608 feet); thence along the arc of said curve 48.617 feet through a central angle of 03°44'02"; thence East 184.092 feet to a point on a 757.500 foot radius tangent curve to the right, (radius bears South, Chord: South 88°58'27" East 27.121 feet); thence along the arc of said curve 27.123 feet through a central angle of 02°03'05"; thence South 87°56'55" East 84.039 feet to the point of beginning.

Property contains 0.370 acres, 16105 square feet.

(Line 5)

A fifteen (15) foot wide waterline easement, located in the Southwest Quarter of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement more particularly described as follows:

Beginning at a point on the North Right-of-Way Line of Skip Rock Road, said point lies South 89°56'37" East 3101.438 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 373.856 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and

Exhibit A

running thence along said Skip Rock Road North 86°55'22" West 15.059 feet; thence North 02°00'20" West 217.563 feet; thence North 15°08'46" East 235.703 feet to the South Right-of-Way Line of Meadow Grass Drive; thence along said Meadow Grass Drive South 71°45'46" East 15.022 feet; thence South 15°08'46" West 232.631 feet; thence South 02°00'20" East 216.635 feet to the point of beginning.

Property contains 0.155 acres, 6769 square feet.

(Line 6)

A fifteen (15) foot wide waterline easement, located in the Southwest Quarter of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement more particularly described as follows:

Beginning at a point on the North Right-of-Way Line of Skip Rock Road, said point lies South 89°56'37" East 3140.535 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 371.792 feet from the Southwest Corner of Section 22, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Meadow Grass Drive North 86°55'22" West 15.059 feet; thence North 02°00'20" West 215.151 feet; thence North 15°08'46" East 228.796 feet to the South Right-of-Way Line of Meadow Grass Drive; thence along said Meadow Grass Drive South 76°22'33" East 15.005 feet; thence South 15°08'46" West 226.932 feet; thence South 02°00'20" East 214.223 feet to the point of beginning.

Property contains 0.152 acres, 6638 square feet.

Exhibit A
EXHIBIT A - CONTINUED

DEPICTION OF EASEMENT AREA

[ATTACH PERIGEE CONSULTING DRAWING]

SOUTH VALLEY WATER RECLAMATION FACILITY
26-22-300-005

SOUTHWEST COR. SECTION 22,
T3S, R2W, SLB&M
FND BRASS CAP
S.L. CO. MONUMENT

11800 SOUTH STREET

1771.386'

BASIS OF BEARING (DAYBREAK
BASELINE SOUTHWEST)
S89°56'37"E 10583.405' (MON TO MON)

SOUTHEAST COR. SECTION 23,
T3S, R2W, SLB&M
FND BRASS CAP
S.L. CO. MONUMENT

N90°00'00"E 8.190'
N0°00'00"E 12.000'
N0°02'03"E 13.529'

WATERLINE
EASEMENT

N90°00'00"E 417.352'

VP DAYBREAK DEVCO LLC
26-22-376-001

N89°49'44"W 449.408'

N44°17'07"E 24.277'
S78°45'00"E 7.041'
S0°00'00"E 42.877'

P.O.B.
LINE 1

NORTH
49.453'

BINGHAM RIM
ROAD



SCALE 1"=60'



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CONSULTING
CIVIL • STRUCTURAL • SURVEY

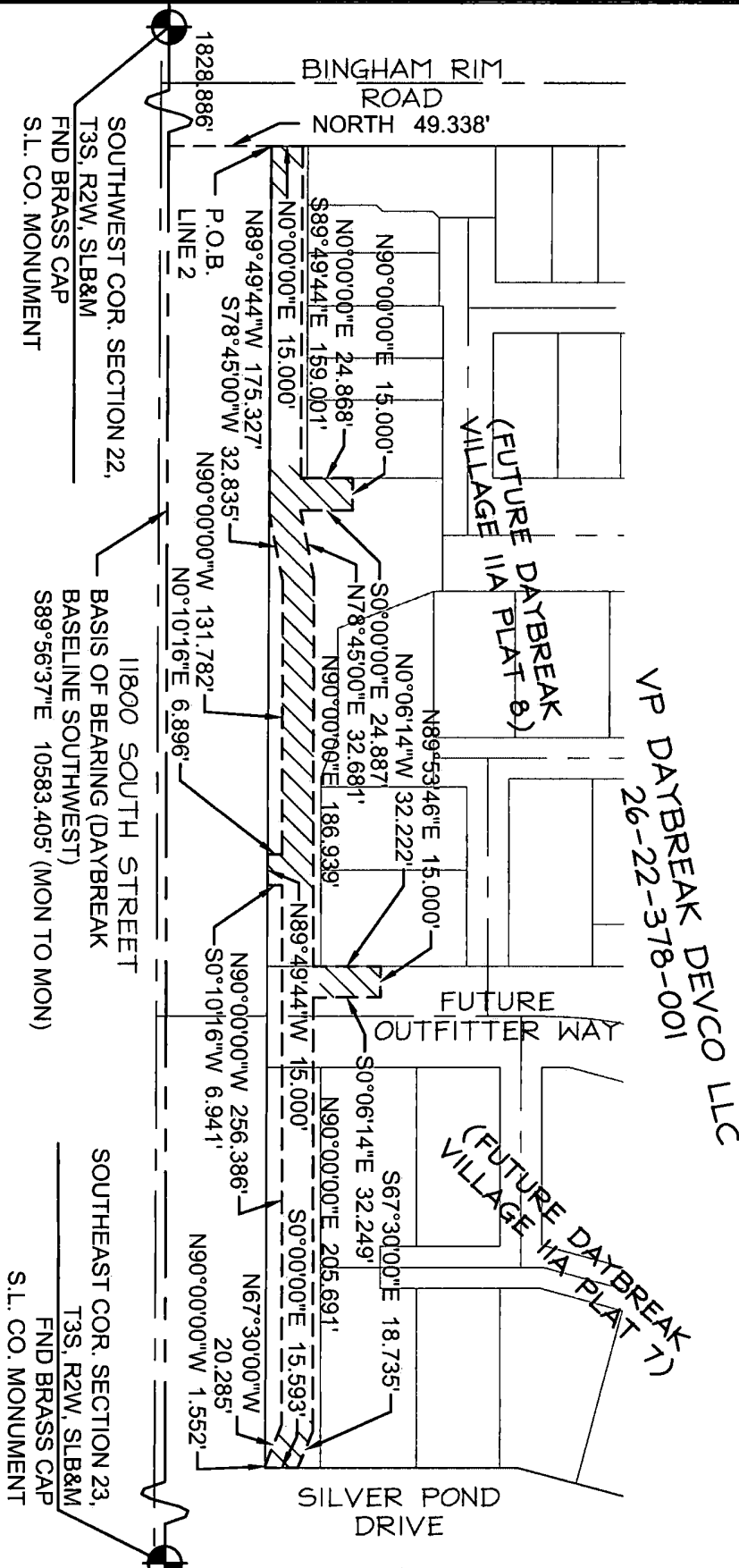
6060 SOUTH 2300 WEST, SUITE 200
801683.8004 TEL. 801686.0911 FAX

WEST JORDAN, UT 84063
WWW.PERIGEECVL.COM

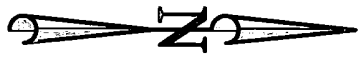
Daybreak Parkway Phase 2/Village 11A Offsite Waterline Easement

PREPARED FOR: DAYBREAK COMMUNITIES

BK 11105 PG 6472



VP DAYBREAK DEVCO LLC
26-22-378-001



SCALE 1"=80'

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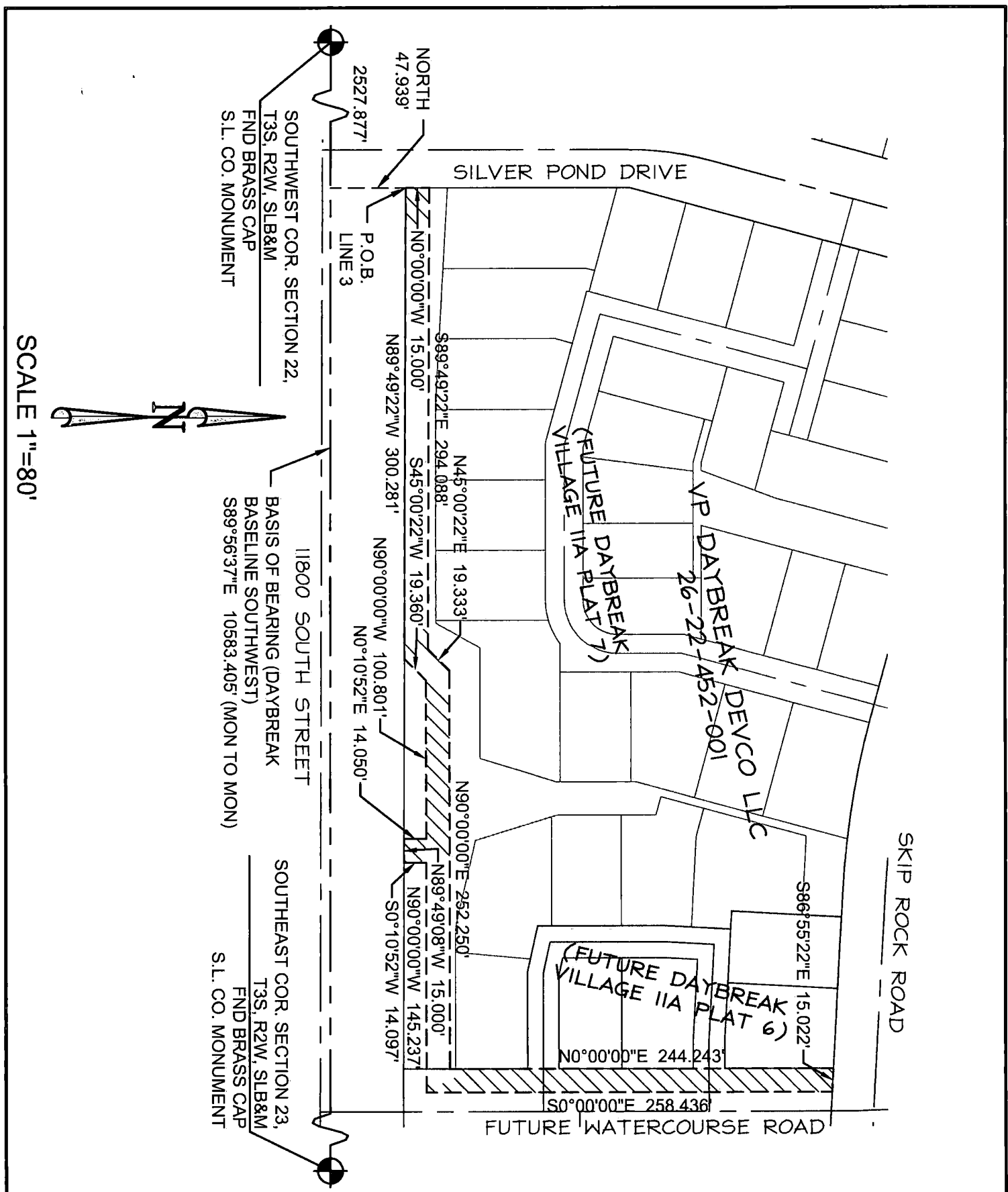
6000 SOUTH 1900 WEST, SUITE 100
801228.0004 TEL. 801260.0011 FAX

WEST JORDAN, UT 84008
WWW.PERIGEECVL.COM

**Daybreak Parkway Phase 2/Village 11A
Offsite Waterline Easement**

PREPARED FOR: DAYBREAK COMMUNITIES

BK 11105 PG 6473



SCALE 1"=80'



SOUTHWEST COR. SECTION 22,
T3S, R2W, SLB&M
FND BRASS CAP
S.L. CO. MONUMENT

11800 SOUTH STREET
BASIS OF BEARING (DAYBREAK
BASELINE SOUTHWEST)
S89°56'37"E 10583.405' (MON TO MON)

SOUTHEAST COR. SECTION 23,
T3S, R2W, SLB&M
FND BRASS CAP
S.L. CO. MONUMENT



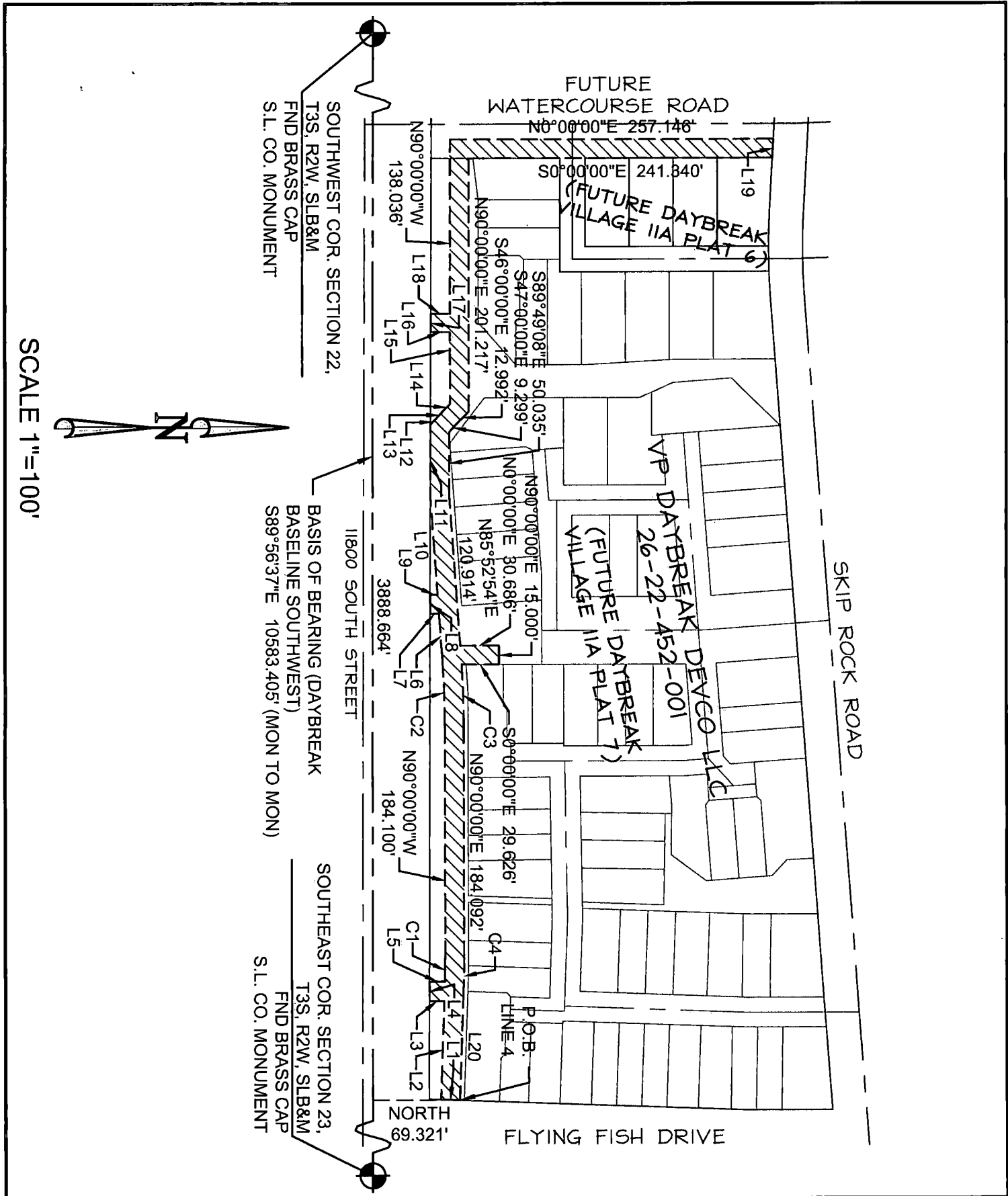
Daybreak Parkway Phase 2/Village 11A Offsite Waterline Easement

8080 SOUTH 1360 WEST, SUITE 100
801.620.8004 TEL. 801.590.0611 FAX

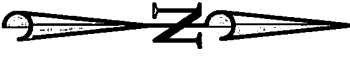
WEST JORDAN, UT 84068
WWW.PERIGEECIVIL.COM

PREPARED FOR: DAYBREAK COMMUNITIES

BK 11105 PG 6474



SCALE 1"=100'



Line Table		
Line #	Length	Direction
L1	15.000	S02°03'05"W
L2	77.738	N87°56'55"W
L3	11.867	S00°10'52"W
L4	15.000	N89°49'08"W
L5	12.306	N00°10'52"E
L6	36.851	S85°52'54"W
L7	7.085	S04°07'06"E
L8	15.042	N89°49'08"W
L9	5.958	N04°07'06"W
L10	79.242	S85°52'54"W
L11	56.344	N89°49'08"W
L12	5.281	N48°00'00"W

Line Table		
Line #	Length	Direction
L13	10.131	N47°00'00"W
L14	7.062	N46°00'00"W
L15	57.121	N90°00'00"W
L16	15.116	S00°10'52"W
L17	15.000	N89°49'08"W
L18	15.069	N00°10'52"E
L19	15.022	S86°55'22"E
L20	84.039	S87°56'55"E
L21	232.631	S15°08'46"W
L22	216.635	S02°00'20"E
L23	215.151	N02°00'20"W
L24	228.796	N15°08'46"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	17.880	742.500	001°22'47"	N89°18'36"W	17.880
C2	52.952	730.998	004°09'01"	S87°57'24"W	52.940
C3	48.617	745.998	003°44'02"	N88°09'54"E	48.608
C4	27.123	757.500	002°03'05"	S88°58'27"E	27.121

Daybreak Parkway Phase 2/Village 11A Offsite Waterline Easement



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8080 SOUTH 1200 WEST, SUITE 100
801.620.8004 TEL. 801.620.8011 FAX

WEST JORDAN, UT 84088
WWW.PERIGEECVL.COM

PREPARED FOR: DAYBREAK COMMUNITIES

BK 11105 PG 6477

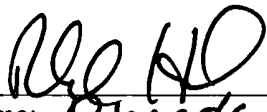
LENDER'S CONSENT AND SUBORDINATION

WATERLINE EASEMENT AGREEMENT-
PARCEL I.D. # 26-22-376-001, 26-22-378-001, 26-22-452-001, 26-22-451-001
VILLAGE 11A
(TO SOUTH JORDAN CITY)

THE UNDERSIGNED, THE BENEFICIARY UNDER THAT CERTAIN 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 WATERLINE EASEMENT AGREEMENT, DATED AS OF JANUARY 6, 2021, BY AND BETWEEN VP DAYBREAK DEVCO LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND SOUTH JORDAN CITY, A UTAH MUNICIPALITY (THE "AGREEMENT"), TO WHICH THIS LENDER'S CONSENT AND SUBORDINATION IS ATTACHED.

THE UNDERSIGNED LENDER HEREBY CONSENTS TO THE AGREEMENT 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 AGREEMENT. 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: Rhonda Harrel
Title: Vice President

[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 January 7, 2021, before me, **Lori Beckman, a Notary Public**, personally appeared **Rhonda Harold** 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]

