

9.2

WHEN RECORDED RETURN TO AND  
SEND SUBSEQUENT TAX BILLS TO:

VP Daybreak Operations LLC  
11248 Kestrel Rise Road, Suite 201  
South Jordan, UT 84009  
Attention: Gary Langston

12757071  
04/19/2018 04:55 PM \$26.00  
Book - 10666 Pg - 7846-7853  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
OLD REPUBLIC TITLE DRAPER/OREM  
898 NORTH 1200 WEST  
OREM UT 84057  
BY: MZP, DEPUTY - WI 8 P.

APNs: 27-18-357-004, 27-18-357-003, 27-18-357-002

**QUITCLAIM DEED**  
(FOR LOT LINE ADJUSTMENTS)

**VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company, “Grantor”, hereby QUITCLAIMS to **VP DAYBREAK OPERATIONS LLC**, a Delaware limited liability company, “Grantee”, for the sum of TEN AND 00/100THS DOLLARS (\$10.00), all of its interest in the real property in Salt Lake County, State of Utah, as described on **Exhibit A** attached hereto and incorporated herein (the “Land”).

Grantor hereby retains and reserves: (i) all oil, gas and minerals under or appurtenant to the Land, together with all rights to use or extract the same, except that Grantor shall not have the right to enter upon or disturb the first 500 feet below the surface of the Land to use or extract the same; and (ii) all water flowing or located under, within, or over, and all water rights or water shares in any way connected or associated with or appurtenant to, the Land. Grantor and Grantee agree that the provisions of Paragraph 10 of Exhibit B to that certain deed dated October 16, 2002 from Kennecott Utah Copper Corporation, as grantor, to OM Enterprises Company, as grantee, recorded in the Official Records of Salt Lake County as Instrument No. 8442505 (“Deed”), including, without limitation, the “Well Prohibition Covenant” (which prohibits drilling of water wells on the Land) and the “Subsequent Transfer Covenant” (which requires that the Well Prohibition Covenant be inserted in all future deeds for such Land) as such terms are defined in the Deed, are hereby incorporated into this Quitclaim Deed and shall be binding on Grantee, its successors and assigns.


The purpose of this instrument is to effectuate a lot line adjustment between Lot 129, 130, and 131 inclusive, of “DAYBREAK LAKE ISLAND PLAT 1” subdivision of record and on file in the Official Records of Salt Lake County, Utah.

*[Signatures on following page]*

Witness, the hand of the duly authorized Grantor, this MARCH 16, 2018.

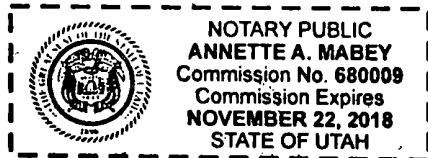
**VP DAYBREAK OPERATIONS LLC,**  
a Delaware limited liability company

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

By:   
Ty McCutcheon, President & CEO

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

On March 16<sup>th</sup>, 2018, personally appeared before me, a Notary Public, Ty McCutcheon, the President and CEO of Daybreak Communities LLC, a Delaware limited liability company, the Project 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.



  
NOTARY PUBLIC

[SEAL]

**EXHIBIT A**

**LEGAL DESCRIPTION**

Adjusting the lot lines of Lot 129, 130, and 131 inclusive, of "DAYBREAK LAKE ISLAND PLAT 1, AMENDING LOTS A-4 & A-6 OF THE KENNECOTT DAYBREAK OQUIRRH LAKE PLAT", recorded on January 5, 2018, as Entry No. 12693190, in Book 2018P, Page 7 of record and on file in the Official Records of Salt Lake County, Utah, as more particularly described as follows:

Lot 129-131, Lake Island Plat 1 Lot Line Adjustments

**New Lot 129:**

Beginning at a point on the Southerly right-of-way line of Topsail Lane that lies North 89°57'12" East 873.633 feet along the Section Line and South 5087.461 feet from the Northwest Corner of Section 18, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being North 53°27'06" East 1.250 feet from the West Corner of Lot 129 of the Daybreak Lake Island Plat 1 subdivision and running thence along said Southerly right-of-way line North 53°27'06" East 29.250 feet; thence South 36°32'54" East 101.017 feet to the Northerly right-of-way line of Isla Daybreak Road; thence along said Northerly right-of-way line South 55°13'35" West 29.264 feet; thence North 36°32'54" West 100.111 feet to said Southerly right-of-way line and the point of beginning.

Property contains 0.068 acres, 2942 square feet.

**New Lot 130:**

Beginning at a point on the Southerly right-of-way line of Topsail Lane that lies North 89°57'12" East 873.633 feet along the Section Line and South 5087.461 feet from the Northwest Corner of Section 18, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being North 53°27'06" East 1.250 feet from the North Corner of Lot 130 of the Daybreak Lake Island Plat 1 subdivision and running thence South 36°32'54" East 100.111 feet to the Northerly right-of-way line of Isla Daybreak Road; thence along said Northerly right-of-way line the following (2) courses: 1) South 55°13'35" West 6.567 feet to a point on a 529.000 foot radius tangent curve to the left, (radius bears South 34°46'25" East); 2) along the arc of said curve 14.730 feet through a central angle of 01°35'43"; thence North 36°32'54" West 99.657 feet to said Southerly right-of-way line; thence along said Southerly right-of-way line North 53°27'06" East 21.292 feet to the point of beginning.

Property contains 0.049 acres, 2126 square feet.

**New Lot 131:**

Beginning at a point on the Southerly right-of-way line of Topsail Lane that lies North 89°57'12" East 839.423 feet along the Section Line and South 5112.791 feet from the Northwest Corner of

Section 18, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being North 53°27'06" East 1.000 feet from the West Corner of Lot 131 of the Daybreak Lake Island Plat 1 subdivision and running thence along said Southerly right-of-way line North 53°27'06" East 21.292 feet; thence South 36°32'54" East 99.657 feet to the Northerly right-of-way line of Isla Daybreak Road and a point on a 529.000 foot radius non tangent curve to the left, (radius bears South 36°22'09" East); thence along Northerly right-of-way line and the arc of said curve 21.296 feet through a central angle of 02°18'24"; thence North 36°32'54" West 100.019 feet to said Southerly right-of-way line and the point of beginning.

Property contains 0.049 acres, 2124 square feet.

**DEPICTION OF LOT LINE ADJUSTMENTS FOLLOWS**



**LENDER'S CONSENT AND SUBORDINATION**


**DAYBREAK LAKE ISLAND PLAT 1  
LOTS 129, 130 AND 131 LOT LINE ADJUSTMENTS**

THE UNDERSIGNED, THE BENEFICIARY UNDER A CERTAIN DEED OF TRUST ENCUMBERING THE HEREIN DESCRIBED REAL PROPERTY, HEREBY EXPRESSLY CONSENTS TO THE LOT LINE ADJUSTMENTS AND ASSOCIATED VACATION AND EXCHANGE OF TITLE OF SAID REAL PROPERTY AND JOINS IN THE EXECUTION AND RECORDING OF THE QUITCLAIM DEED (FOR LOT LINE ADJUSTMENTS) AND NOTICE OF APPROVAL OF EXCHANGE OF TITLE. THE UNDERSIGNED LENDER HEREBY CONSENTS TO THE LOT LINE ADJUSTMENTS, VACATIONS AND EXCHANGES OF TITLE SHOWN THEREON, AND MAKES THE DEED OF TRUST SUBORDINATE THERETO.

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.

*[Signature on following page]*

**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 March 15, 2018 before me, Lori Beckman, Notary Public,  
(here insert name of the officer)

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 Lori Beckman (Seal)

