

WHEN RECORDED MAIL TO:

James R. Peck, Esq.  
Tiber Hudson, LLC  
11654 Plaza America Drive #630  
Reston, VA 20190

File No.: 117228-LKF

ENT80685:2021 PG 1 of 17

**Andrea Allen**  
**Utah County Recorder**

2021 Apr 28 04:56 PM FEE 40.00 BY IP  
RECORDED FOR Cottonwood Title Insurance Agency, Inc.  
ELECTRONICALLY RECORDED

## Regulatory Agreement

In Reference to Tax ID Number(s):

30-029-0037 and 30-029-0044

**Prepared by and  
After Recording Return to:**  
James R. Peck, Esq.  
Tiber Hudson, LLC  
11654 Plaza America Drive #630  
Reston, VA 20190

**REGULATORY AGREEMENT**  
(538/515)  
(Mountain View Apartments)

THIS REGULATORY AGREEMENT (the "Agreement") is made as of April 1, 2021 (the "Closing Date"), by and between **BELLWETHER ENTERPRISE REAL ESTATE CAPITAL, LLC**, an Ohio limited liability company, with offices at 1375 E. 9th Street, Suite 2400, Cleveland, OH 44114, ("Lender") and **MOUNTAIN VIEW ASSOCIATES OF PAYSON, LLC**, an Utah limited liability company, with offices at 1375 E. 9th Street, Suite 2400, Cleveland, OH 44114 ("Borrower").

**PRELIMINARY STATEMENT**

Borrower has requested that Lender make a loan to Borrower in the amount of **One Million Four Hundred Twenty Thousand and No Hundredths Dollars (\$1,420,000.00)** (the "Loan") for the financing of the indebtedness encumbering a 50-unit multifamily rental housing development known or to be known as "Mountain View Apartments", located in Payson, Utah County, State of Utah, on a site more particularly described in Exhibit A and by this reference made a part hereof (the "Property"). The Loan is evidenced by a Promissory Note dated the Closing Date, executed by Borrower and payable to Lender (the "Note") and will be secured by, among other things, a Deed of Trust and Assignment of Leases and Rents effective as of the Closing Date (the "Security Instrument"), to be recorded in Utah County, State of Utah.

Lender has agreed to make the Loan to Borrower if the Loan is the subject of a ninety percent (90%) guarantee from the United States Secretary of Agriculture, acting through the United States of America, acting through Rural Housing Service, United States Department of Agriculture or its successor agency ("RHS") under Section 538 of the Housing Act of 1949, 12 U.S.C., Section 1490p-2 (the "RHS Guarantee"). As a condition precedent to providing the RHS Guarantee, RHS requires that Borrower enter into this Agreement.

NOW, THEREFORE, in consideration of Lender making the Loan to Borrower, and of the mutual undertakings set forth below, Lender and Borrower agree as follows:

1. **Definitions.** As used in this Agreement, “Lender” means the entity identified as “Lender” in the first paragraph of this Agreement, or any subsequent holder of the Note; and “Termination Date” shall mean April 1, 2061.

Any other capitalized terms that are used in this Agreement but not defined in this Agreement shall have the meanings assigned to them by the Security Instrument.

2. **Covenants of Borrower.** Borrower shall do all of the following:

- a. Make all payments due under the Note, all deposits to escrows required for Impositions as required by the Security Instrument.
- b. Maintain the Property in good physical and financial condition at all times (normal wear and tear excepted).
- c. Maintain a complete set of books and financial records for the Property, as required by the Security Instrument.
- d. Provide Lender audited financial statements for each fiscal year of Borrower within ninety (90) days of calendar year end as required by the Security Instrument, and simultaneously provide RHS a copy of such statements.
- e. Subject to reasonable business hours, make the Property’s books and financial records available for review by the United States Department of Agriculture Inspector General, RHS, the General Accounting Office, the United States Department of Justice, or their representatives or successors, upon appropriate notification.
- f. Comply with the Affirmative Fair Housing Marketing Plan provided to Lender in conjunction with the Loan and with all other applicable federal, state and local laws regarding fair housing, including but not limited to provisions of such laws that are applicable to federally assisted multifamily housing.
- g. Comply with 7 CFR 3560 with regard to (i) fair housing and equal opportunities, (ii) lease and grievance procedures, (iii) tenant appeals of adverse actions, and (iv) informing tenants of such procedures.
- h. Comply with all other applicable federal, state and local laws.

- i. Maintain the Property, and all Personalty associated with it, as its sole asset.
- j. Manage the Property in a manner that complies with the Security Instrument and is satisfactory to RHS, including but not limited to compliance with the Management Plan submitted to Lender in conjunction with the Loan.
- k. Not without the prior written consent of the Lender and, if necessary, RHS, and the payment of all Lender and RHS applicable fees and expenses (i) change the (a) Borrower, (b) any limited partner, member or shareholder having a ten percent (10%) or greater ownership interest therein, or (c) any general partner, manager, managing member or officer thereof, or (ii) pledge or convey any or all of the Property to a third party.
- l. Cooperate with and assist the Lender in any Loan workout or restructuring.
- m. Give written notice to Lender of any violation of Borrower's obligations under this Agreement within five (5) days after first discovering any such violation.
- n. Not make, or receive and retain, any distribution of assets or any income of any kind of the Property except Surplus Cash (as hereinafter defined) and except on the following conditions:
  - (1) At the end of the Property's fiscal year, Borrower may request Lender's consent to the release of Surplus Cash; no Surplus Cash may be distributed by Borrower without such consent. As a prior condition for such release, Borrower must submit an annual audited financial statement (that meets USDA requirements) of the Property to Lender. That audit must not have any unresolved findings. Once Lender reviews such statement and certifies that (i) the Property is in good financial and physical condition and (ii) Borrower is in compliance with this Agreement, Lender shall permit Borrower to have access to all or a portion of any Surplus Cash;
  - (2) No distribution shall be made from borrowed funds, prior to the completion of the Property or when there is any default under this Agreement or under the Note or Security Instrument;

(3) Any distribution of any funds of the Property, which the party receiving such funds is not entitled to retain hereunder, shall be held in trust separate and apart from any other funds; and

(4) There shall have been compliance with all outstanding notices of requirements for proper maintenance of the Property.

For the purposes of this Section 2(n):

“Surplus Cash” means any cash remaining after:

(1) the payment of:

- (i) All sums due or currently required to be paid under the terms of the Security Instrument and Note guaranteed by RHS;
- (ii) All amounts required to be deposited in the reserve fund for replacements;
- (iii) All obligations of the Property other than the guaranteed mortgage unless funds for payments are set aside or deferment of payment has been approved by RHS; and

(2) the segregation of:

- (i) An amount equal to the aggregate of all special funds required to be maintained by the Property; and
- (ii) All tenant security deposits held.

“Distribution” means any withdrawal or taking of cash or any assets of the Property, including the segregation of cash or assets for subsequent withdrawal within the limitations of this Section 2(n), and excluding payment for reasonable expenses incident to the operation and maintenance of the Property.

“Default” means a default declared by the Lender or RHS when a violation of this Agreement is not corrected to their respective satisfaction within the time allowed by this Agreement or such further time as may be allowed by the Lender and/or RHS after written notice;

- o. Notwithstanding the provisions of Section 2.n. of this Agreement, for so long as the Property is subject to a Section 515 Loan from RHS, the Borrower shall not be entitled to take distributions from Surplus Cash;

provided, however, that the Borrower shall be entitled to any return of initial operating capital or return on investment permitted by Chapter 4 of RHS Handbook HB-2-3560.

- p. If applicable, and commencing with any RHS permanent loan guarantee, prepare annually Form RD 1980-24, Request Interest Assistance/Interest Rate Buydown/ Subsidy Payment To Guaranteed Loan Lender, and submit it to Lender for Lender's annual submission to RHS to obtain the interest rate subsidy.

**3. Covenants of Borrower regarding Occupancy.** Borrower shall do all of the following until the Termination Date, even if the Loan is paid in full prior to its maturity date (unless RHS in its sole discretion waives in writing the further applicability of these covenants after the loan is paid in full):

- a. Maintain the Property in accordance with 7 C.F.R. Section 3565.352.
- b. Without limiting the generality of Subsection (a), make the Property available for occupancy only by families or individuals whose incomes at the time of initial occupancy do not exceed one hundred fifteen percent (115%) of the Property's area median income. After initial occupancy, a tenant's income may exceed these limits.
- c. Lease each dwelling unit in the Property for a rental amount that does not exceed thirty percent (30%) of one hundred fifteen percent (115%) of the Property's area median income, adjusted for family size.
- d. Establish rents for dwelling units in the Property so that, on an annual basis, the average rent for dwelling units in the Property does not exceed thirty percent (30%) of one hundred percent (100%) of the Property's area median income, adjusted for family size.
- e. Lease dwelling units only to tenants who are United States citizens or a non-citizens who is a qualified alien as defined in 7 C.F.R. Section 3565.3.

"Area median income" shall be determined and adjusted for family size in accordance with guidance on the subject issued by RHS. To the extent utilities are paid by the tenant, "rent" or "rental" shall consist of the rent for the dwelling unit payable under the lease plus an allowance for utilities determined in accordance with administrative guidance issued by RHS.

Notwithstanding any other provision in this Agreement to the contrary, Borrower, for itself and its successors in interest, agrees that for the until the Termination Date, the Property shall only be

utilized as rental housing (not homeownership) and can only be leased to low or moderate income families or persons, whose incomes at the time of initial occupancy do not exceed those set forth above in this Section 3 as determined by the United States Department of Agriculture in accordance with 42 U.S.C. Section 1490p-2. No eligible tenant occupying an apartment at the Property will be required to vacate, nor any eligible tenant denied occupancy in violation of this provision. These restrictions are enforceable by eligible tenants or by RHS.

**4. Income Verification.** Borrower will obtain, complete, and maintain on file a certification by each prospective tenant of its income, using a form acceptable to Lender. Borrower shall make a good faith effort to verify that the income information provided by a prospective tenant is accurate by taking one or more of the following steps as a part of the verification process: (1) obtain a pay stub for the most recent pay period, (2) obtain an income tax return for the most recent tax year, (3) conduct a credit report or similar search, (4) obtain an income verification from the applicant's current employer, (5) obtain an income verification from the Social Security Administration if the applicant receives assistance from either of such agencies, or (6) if the applicant is unemployed and does not have an income tax return, obtain another form of independent verification.

**5. Covenants to Run With the Land.** Borrower hereby subjects the Property to the covenants, reservations and restrictions set forth in this Agreement. Lender and Borrower hereby declare their express intent that the covenants, reservations and restrictions set forth in this Agreement shall be deemed covenants running with the land and shall pass to and be binding upon Borrower's successors in title to the Property, until the termination of this Agreement in accordance with Section 7 of this Agreement. Every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion of the Property shall be deemed to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in that contract, deed or other instrument.

**6. Burden and Benefit.** Borrower and Lender intend that the burdens of the covenants set forth in this Agreement touch and concern the land in that Borrower's interest in the Property is rendered less valuable as a result of them. Borrower and Lender intend that the benefits of the covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Property by tenants whose incomes are below the levels set forth in Section 3 of this Agreement, who are the intended beneficiaries of the covenants.

**7. Term of Agreement.**

(a) The provisions of this Agreement, except for those set forth in Sections 3 and 5 above which shall remain in effect until the Termination Date, shall remain in effect until the earlier of: (i) the Loan and all related amounts owed to Lender by Borrower have been paid in full, or (ii) a foreclosure or deed in lieu of foreclosure under the Security Instrument.

(b) The provisions of Sections 3 and 5 of this Agreement shall remain in effect until the earlier of: (i) the Termination Date, (ii) a foreclosure or deed in lieu of foreclosure under the Security Instrument, or (iii) RHS waives in writing the continuing applicability of the provisions of Section 3 and/or Section 5 of this Agreement.

**8. Event of Default.** Any failure by Borrower to perform any of its obligations under this Agreement as and when required, which continues for a period of thirty (30) days after written notice of such failure by Lender to Borrower, shall constitute an Event of Default under this Agreement. However:

- a. If the Deed of Trust imposes the same obligation and provides for a different cure period or no cure period for breach of that obligation, then Borrower, in lieu of the above-specified 30-day cure period, shall be allowed, respectively, the same cure period provided for in the Deed of Trust or no cure period;
- b. No such notice or cure period set forth in this Section 8 shall apply in the case of any such failure which could, in Lender's reasonable judgment, absent immediate exercise by Lender of a right or remedy under this Agreement, result in harm to Lender, impairment of this Agreement or the RHS guarantee;
- c. A transfer of a general partner or manager/managing member interest that would otherwise be a violation of Borrower's covenant set forth in Section 2.k. above shall not cause an Event of Default for a period of ninety (90) days following such transfer, provided that:
  - (i) The general partner (of a limited partnership) or manager/managing member (of a limited liability company) (the "GP/MM") is removed for cause by the other partners or members pursuant to the terms of the Borrower's limited partnership agreement or operating agreement;
  - (ii) A replacement GP/MM is appointed immediately by the other partners/members pursuant to the limited partnership agreement or operating agreement;
  - (iii) Within five (5) business days after the GP/MM is removed, Borrower informs lender in writing of such removal;



- (iv) Borrower provides to lender, within five (5) business days of Borrower's receipt of Lender's request, such information as Lender may require to underwrite the replacement GP/MM according to USDA requirements;
  - (v) Lender's decision to approve or disapprove the replacement GP/MM shall be in Lender's reasonable discretion, subject to USDA requirements;
  - (vi) If Lender determines that the replacement GP/MM is unacceptable, Borrower shall have the right to submit (within five (5) business days following Lender's notice to Borrower that the replacement GP/MM is unacceptable) another individual or entity to serve as replacement GP/MM;
  - (vii) If Lender approves the replacement GP/MM, Lender shall promptly recommend to USDA that the proposed replacement GP/MM be accepted and provide to USDA such materials as required for USDA's review;
  - (viii) If Borrower has timely and diligently complied with the procedure set forth above, the 90 day period shall be extended, as necessary, until a final determination on the replacement GP/MM has been made by USDA.
- d. Any cure of any Event of Default hereunder made or tendered by any member or partner shall be deemed to be a cure by the Borrower, and shall be accepted or rejected by the Lender on the same basis as if made or tendered by the Borrower.

The Investor (as such term is defined in the Loan Agreement entered into contemporaneously herewith by and between Borrower and Lender) shall receive courtesy copies of any notice of an Event of Default provided to Borrower (Investor, however, shall have no recourse against Lender if it fails to provide such courtesy notice). Such courtesy notice shall be sent to the Investor at the address(es) set forth for them in the Loan Agreement. The Investor and their successors and assigns under the Operating Document of Borrower shall have the same period of time to cure an Event of Default as Borrower, but shall have no obligation to do so. Such time to cure an Event of Default by the Investor shall run concurrently with the time within which Borrower must cure any Event of Default, and shall not expand or be in addition to the time within which Borrower must cure such Event of Default. Any such cure by the Investor shall be deemed a cure by Borrower hereunder.

9. **Remedies of Lender.** If an Event of Default under this Agreement has occurred and is continuing, either Lender may, at its option, take any one or more of the following steps, in addition to all other remedies provided at law or in equity:

- a. By mandamus or other proceeding at law or in equity, including but not limited to an action seeking injunctive relief or a declaratory judgment, require Borrower to perform its obligations under this Agreement or enjoin any acts which may be unlawful or in violation of this Agreement.
- b. Declare that an Event of Default has occurred and is continuing under the Security Instrument, as authorized by the Security Instrument, and exercise any and all remedies available to Lender under the Security Instrument and any of the other Loan Documents.
- c. Take such other action at law or in equity as may appear necessary or desirable to enforce the obligations of Borrower under this Agreement.

10. **Remedies of RHS.** If an Event of Default under this Agreement has occurred and is continuing, RHS, as a third party beneficiary of this Agreement, may by mandamus or other proceeding at law or in equity, including but not limited to an action seeking injunctive relief or a declaratory judgment, require Borrower to perform its obligations under this Agreement or enjoin any acts which may be unlawful or in violation of this Agreement.

11. **Release.** Upon termination of this Agreement, Lender shall execute such instruments as Borrower may reasonably request to evidence such termination, so long as such instruments are prepared, delivered and recorded at no expense to Lender.

12. **Notices.** All notices under or concerning this Agreement shall be in writing. Each such notice shall be deemed given when received by the addressee or delivered to Federal Express or a comparable overnight courier service, addressed as provided in this Section and with charges for next business day delivery paid. Notices shall be delivered to the parties at the following addresses:

Lender: BELLWETHER ENTERPRISE REAL  
 ESTATE CAPITAL, LLC  
 1375 E. 9th Street, Suite 2400  
 Cleveland, OH 44114  
 Attn: Loan Servicing

With copies to: Tiber Hudson, LLC  
 11654 Plaza America Drive #630

Reston, VA 20190  
Attn: James R. Peck, Esq.

Borrower: Mountain View Associates of Payson, LLC  
987 E. 200 N  
Payson, Utah 84651

With a copy to: Faegre Drinker Biddle & Reath LLP  
1144 15th Street, Suite 3400  
Denver, Colorado 80202, USA  
Attn: J. William Callison, Esq.

If to the Investor: Wincopin Circle LLLP  
c/o Enterprise Community Asset Management, Inc.  
70 Corporate Center  
11000 Broken Land Parkway, Suite 700  
Columbia, Maryland 21044

Either party may change the address to which notices intended for that party are to be directed by means of notice given to all other parties in accordance with this Section.

**13. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the Property is located.

**14. Captions, Cross References and Exhibits.** The captions assigned to provisions of this Agreement are for convenience only and shall be disregarded in construing this Agreement. Any reference in this Agreement to an "Exhibit", a "Section", a "Subsection" or a "Paragraph" shall, unless otherwise explicitly provided, be construed as referring, respectively, to an Exhibit attached to this Agreement, a section of this Agreement, a subsection of the section of this Agreement in which the reference appears and a paragraph of the subsection within this Agreement in which the reference appears. All Exhibits attached to or referred to in this Agreement are incorporated by reference into this Agreement.

**15. Number and Gender.** Use of the singular in this Agreement includes the plural, use of the plural includes the singular, and use of one gender includes all other genders, as the context may require.

**16. Statutes and Regulations.** Any reference in this Agreement to a statute or regulation shall include all amendments to and successors to such statute or regulation, whether adopted before or after the date of this Agreement.

17. **No Partnership.** This Agreement is not intended to, and shall not, create a partnership or joint venture among the parties, and no party to this Agreement shall have the power or authority to bind any other party except as explicitly provided in this Agreement.

18. **Successors and Assigns.** Borrower may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Lender. Lender, however, may freely assign its rights or delegate its obligations under this Agreement without the consent of Borrower. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, and permitted assigns.

19. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of any other provision, and all other provisions shall remain in full force and effect.

20. **Integration.** This Agreement represents the final agreement between the parties with respect to the matters addressed in this Agreement, and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between the parties. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement.

21. **Waiver; No Remedy Exclusive.** Any forbearance by a party to this Agreement in exercising any right or remedy given under this Agreement or existing at law or in equity shall not constitute a waiver of or preclude the exercise of that or any other right or remedy. Unless otherwise explicitly provided, no remedy under this Agreement is intended to be exclusive of any other available remedy, but each remedy shall be cumulative and shall be in addition to other remedies given under this Agreement or existing at law or in equity.

22. **Third Party Beneficiaries.** Except for RHS, which the parties intend to be a third party beneficiary, neither any creditor of any party to this Agreement, nor any other person, is intended to be a third party beneficiary of this Agreement.

23. **Further Assurances and Corrective Instruments.** To the extent permitted by law, the parties shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements to this Agreement and such further instruments as may reasonably be required for carrying out the intention of or facilitating the performance of this Agreement. Without limiting the generality of the foregoing, Borrower shall execute such amendments to this Agreement as may be required by RHS in order to ensure the validity of the RHS Guarantee.

24. **Attorneys' Fees.** If either party to this Agreement brings suit against the other as a result of any alleged breach of this Agreement by the other or failure by the other to perform its obligations under this Agreement or under any other instrument delivered pursuant to this

Agreement, or to seek declaratory relief as to the rights or obligations of either party to this Agreement, then the prevailing party in such action, in addition to any other relief which may be granted in such action, shall be entitled to judgment for reasonable attorneys' fees incurred by reason of such action and all costs of such action (including but not limited to reasonable fees of expert witnesses) and costs incurred in preparation of such action, at both trial and appellate levels.

**25. No Party Deemed Drafter.** No party shall be deemed the drafter of this Agreement, and this Agreement shall not be construed against either party as the drafter of the Agreement.

**26. Non-Recourse Loan.** Notwithstanding anything in this Agreement, the Security Instrument or any of the other Loan Documents to the contrary, the Loan and all amounts due under this Agreement are non-recourse obligations of the Borrower and its partners, and the sole recourse and remedy accruing to Lender, upon the occurrence of an Event of Default shall be the right to foreclose the liens and security interests created under the Loan Documents as provided therein, in order to pay and discharge any amount of the Principal Indebtedness, interest or other charges due thereon. Notwithstanding the foregoing, nothing contained in this Section 26 shall be deemed to prejudice the rights of Lender: (i) to proceed against Borrower personally for damages resulting from fraud or intentional material misrepresentation in connection with any affidavit, certification, warranty or representation given by Borrower in connection with the making of the Loan evidenced by the Note; or (ii) to recover from Borrower personally any condemnation or insurance proceeds or other similar funds or payments from Borrower which under the terms of any of the Loan Documents should have been paid to Lender; or (iii) to recover from Borrower personally any tenant security deposits, advance, prepaid rents or other similar sums or other revenues paid to or held by Borrower or any other party on behalf of Borrower in connection with the operation of the Property which are received after notice of an Event of Default and which have not been applied as follows: to pay any portion of the Principal Indebtedness due at the time such revenues were received, to pay any operating and maintenance expenses of the Property including, without limitation, real estate taxes and assessments and insurance premiums for the Property, or to pay deposits into a reserve for taxes, insurance, replacements or other sums required by the Loan Documents or as approved by Lender.

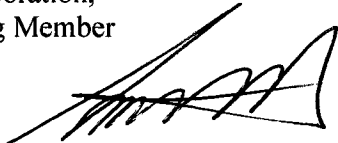
NOW, THEREFORE, the parties execute this Regulatory Agreement as of the date first set forth above.

[SIGNATURE PAGES FOLLOW]

**BORROWER:**


**MOUNTAIN VIEW ASSOCIATES OF PAYSON, LLC,**  
an Utah limited liability company

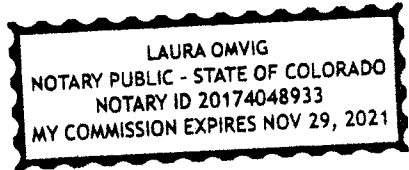
By: CMN MOUNTAIN VIEW INC.,  
an Utah corporation,  
its Managing Member

By:   
\_\_\_\_\_  
Scott Niblack  
President

STATE OF COLORADO  
COUNTY OF DENVER

This record was acknowledged before me on April 2<sup>nd</sup> 2021, by Scott Niblack as President of CMN Mountain View, Inc., an Utah corporation, as Managing Member of Mountain View Associates of Payson, LLC, an Utah limited liability company, on behalf of said corporation and limited liability company.

  
\_\_\_\_\_  
(Notary's official signature)  
CSR11 - CO Notary  
\_\_\_\_\_  
(Title of Office)  
11.29.21  
\_\_\_\_\_  
(Commission Expiration)



**LENDER:**

**BELLWETHER ENTERPRISE REAL ESTATE  
CAPITAL, LLC**

an Ohio limited liability company

By: Robert Morton  
Robert Morton  
Senior Vice President

STATE OF INDIANA            ]  
  ] ss:  
COUNTY OF LA PORTE        ]

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14<sup>th</sup> day of April, 2021, within my jurisdiction, the within named Robert Morton, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed in the above and foregoing instrument and acknowledged that he executed the same in his representative capacity, and that by his signatures on the instrument, and as the act and deed of the person or entity upon behalf of which he acted, executed the above and foregoing instrument, after first having been duly authorized so to do.

Stacey Molton  
NOTARY PUBLIC

My Commission Expires:  
4-30-28

[SEAL]



**EXHIBIT A****REAL PROPERTY DESCRIPTION****PARCEL 1:**

Beginning at a point which is West 1545.09 feet and North 1564.23 feet from the Southeast corner of Section 9, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence North 89°38'10" West 217.80 feet to the East right of way of 900 East Street; thence North 00°24'46" East along said right of way 295.00 feet; thence South 89°38'10" East 217.80 feet; thence South 00°24'46" West 295.00 feet to the point of beginning.

**PARCEL 2:**

Beginning at a point located South 89°47'08" West along the section line 1545.10 feet and North 1570.01 feet from the Southeast corner of Section 9, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence North 00°24'46" East 295.0 feet; thence North 89°38'10" West 217.80 feet; thence North 00°24'46" East 83.54 feet; thence along the arc of a 16 foot radius curve to the right 25.09 feet (chord North 45°19'49" East 22.60 feet); thence South 89°45'09" East 405.08 feet; thence South 395.359 feet; thence North 89°38'10" West 206.083 feet to the point of beginning.

**LESS AND EXCEPTING the following:**

Commencing North 1958.276 feet and West 1339.011 feet from the Southeast corner of Section 9, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence South 395.359 feet; thence North 89°38'10" West 68.77 feet; thence along the arc of a 16.00 foot radius curve to the left 25.12 feet (chord bears North 45°17'25" East 22.618 feet); thence North 00°13'00" East 363.22 feet; thence along the arc of a 16.00 foot radius curve to the left a distance of 25.120 feet (chord bears North 44°46'04" West 22.618 feet); thence South 89°45'09" East 67.22 feet to the point of beginning.

Parcels 1 and 2 above also being described by survey as one contiguous parcel as follows:

A portion of the Southeast quarter of Section 9, Township 9 South, Range 2 East, Salt Lake Base and Meridian, located in Payson, Utah, more particularly described as follows:

Beginning at the Southwest corner of that real property described in Deed Book 2241 at Page 386 of the official records of Utah County located South 89°47'08" West along the section line 1,762.90 feet and North 1,572.21 feet from the Southeast corner of Section 9, Township 9 South, Range 2 East, Salt Lake Base and Meridian; thence North 00°24'46" East along the Easterly right-of-way of 900 East Street 378.54 feet; thence along the arc of a 16.00 foot radius curve to the right 25.09 feet through a central angle of 89°50'05" (chord: North 45°19'49" East 22.60 feet); thence South 89°45'09" East along the Southerly right-of-way of 300 North Street 337.86 feet; thence along the arc of a 16.00 foot radius curve to the right 25.12 feet through a central angle of 89°58'09" (chord: South 44°46'05" East 22.62 feet); thence South 00°13'00" West along



the Westerly right-of-way line of 1000 East Street 363.21 feet; thence along the arc of a 16.00 foot radius curve to the right 25.17 feet through a central angle of  $90^{\circ}08'50''$  (chord: South  $45^{\circ}17'25''$  West 22.66 feet); thence North  $89^{\circ}38'10''$  West along the Northerly right-of-way line of 200 North Street 355.11 feet to the point of beginning.