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12/22/2017 3:41:00 PM \$19.00
Book - 10632 Pg - 8138-8142
ADAM GARDINER
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 5 P.

WHEN RECORDED RETURN TO:

SALT LAKE COUNTY
2001 South State Street #S2100
Salt Lake City, Utah 84114
Attention: Randy Jepperson
CT-95288-AF

Space Above This Line for Recorder's Use

DEED RESTRICTION

TIN 15-36-477-040

THIS DEED RESTRICTION (the "Restriction") is made and effective as of 1st day of December 2017, by JF MEADOWBROOK PARTNERS, LLC, ("DEVELOPER"), for the benefit of SALT LAKE COUNTY, a body corporate and politic of the State of Utah, whose address is 2001 South State Street, #S2100, Salt Lake City, Utah 84114 (the "COUNTY"). By signing below, JF Meadowbrook Member, LLC ("SUBGRANTEE") also joins as a party to this Restriction.

WHEREAS, the DEVELOPER owns certain real property and improvements located at 3902 South Main Street, Millcreek, Salt Lake County, Utah 84107, as more fully described on Exhibit "A" attached hereto and incorporated herein (the "Property");

WHEREAS, the DEVELOPER and SUBGRANTEE has caused or will cause certain housing units to be constructed on the Property;

WHEREAS, the SUBGRANTEE, DEVELOPER and the COUNTY have entered into that certain SUBGRANT Agreement (BV17125) dated December 1, 2017, a copy of which may be obtained from the COUNTY at the address set forth above (the "Agreement"), pursuant to which the COUNTY agreed to make a loan to the SUBGRANTEE (for further funding of a loan by SUBGRANTEE to DEVELOPER), on the condition that SUBGRANTEE and DEVELOPER agreed to record against the Property a deed restriction in the form hereof;

NOW, THEREFORE, DEVELOPER and SUBGRANTEE hereby agrees as follows for the benefit of the COUNTY:

1. Restriction. DEVELOPER AND SUBGRANTEE agree that certain housing units on the Property, as specified in the Agreement, shall remain affordable, as defined in the rules and regulations governing the federal HOME Investment Partnership Program administered by the United States Department of Housing and Urban Development, all as more particularly described in the Agreement.
2. Nature of Restriction. The Restriction shall run with the land and shall be binding upon the successors, assigns and beneficiaries of the parties.
3. Term. The term of this Restriction is for a period of twenty years commencing on the date (the "Commencement Date") upon which the COUNTY provides the DEVELOPER and SUBGRANTEE with a Notice of Home Project Closeout (as such term is

defined in the Agreement). The DEVELOPER, SUBGRANTEE and the COUNTY shall either record the Notice of Project Closeout or shall enter into an amendment of this Restriction to memorialize such date. Upon the date that is twenty years from the Commencement Date, this Restriction shall automatically terminate without need for any other documentation, notice or recorded material. Nevertheless, the DEVELOPER, SUBGRANTEE and the COUNTY shall promptly cooperate together and take the actions and sign the documents that either of them deems necessary to terminate the Restriction and remove all record thereof from the title of the Property.

4. **Enforcement.** The COUNTY may enforce this Restriction through any proceeding at law or in equity, including the right to obtain specific performance of the obligations of DEVELOPER or SUBGRANTEE and injunctive relief against the DEVELOPER or SUBGRANTEE or its successors or assigns, in the event of a violation or threatened violation of the Restriction. There are no intended third party beneficiaries of this Restriction.

DEVELOPER:

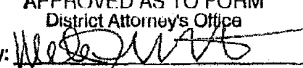
JF MEADOWBROOK PARTNERS, LLC,
a Utah limited liability company

By: JF Meadowbrook Member, LLC,
a Utah limited liability company,
its managing member

By: JF Properties, LLC,
a Utah limited liability company,
its manager

By: J. Fisher Companies, LLC,
a Utah limited liability company,
its manager

By: 
Name: Owen Fisher
Title: Managing Partner

APPROVED AS TO FORM
District Attorney's Office
By: 
Attorney

MELANIE F. MITCHELL

Date: 20 December 2017

SUBGRANTEE:

JF MEADOWBROOK MEMBER, LLC,
a Utah limited liability company

By: JF Properties, LLC,

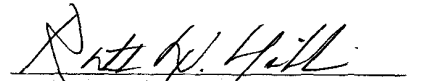
a Utah limited liability company,
its manager

By: J. Fisher Companies, LLC,
a Utah limited liability company,
its manager

By: 
Name: Owen Fisher
Title: Managing Partner

STATE OF UTAH)
 :SS.
COUNTY OF DAVIS)

On the 20TH day of DECEMBER, 2017 personally appeared before me Owen Fisher, being duly sworn, did say that he is the Managing Partner of J, Fisher Companies, LLC, a Utah limited liability company, the Manager of JF Properties, LLC, a Utah limited liability company, the Manager of JF Meadowbrook Member, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed by him on behalf of said limited liability company by authority of appropriate Resolutions and their respective Operating Agreements, and acknowledged to me that said limited liability company executed the same.

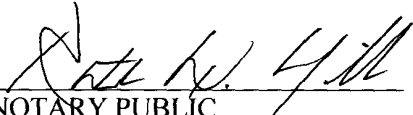

NOTARY PUBLIC
Residing in DAVIS County

[SEAL]



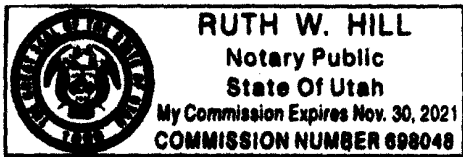
STATE OF UTAH)
) :ss.
COUNTY OF DAVIS)

On the 20TH day of DECEMBER, 2017 personally appeared before me Owen Fisher, being duly sworn, did say that he is the Managing Partner of J, Fisher Companies, LLC, a Utah limited liability company, the Manager of JF Properties, LLC, a Utah limited liability company, the Manager of JF Meadowbrook Member, LLC, a Utah limited liability company, the Manager of JF Meadowbrook Partners, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed by him on behalf of said limited liability company by authority of appropriate Resolutions and their respective Operating Agreements, and acknowledged to me that said limited liability company executed the same.



NOTARY PUBLIC
Residing in DAVIS County

[SEAL]



**EXHIBIT A
PROPERTY DESCRIPTION**

PARCEL 1:

An entire tract of land containing those three (3) parcels of land conveyed to JF Meadowbrook, LLC per those Warranty Deeds recorded October 18, 2016 as Entry No. 12392398 at Page 4842 and Entry No. 12392403 at Page 4861 in the office of the Salt Lake County Recorder. Said entire tract being part of Lot 9, Block 9, Ten Acre Plat "A", Big Field Survey located within the Southeast quarter of Section 36, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundary of said entire tract is described as follows:

Beginning at the intersection of the Southerly right-of-way line of 3900 South Street and the Westerly right-of-way line of Main Street located 33.00 feet South 89°46'15" West along the Northerly line of said Lot 9, Block 9 and 40.00 feet South 01°12'52" West from the Northeast corner of said Lot 9, Block 9; said intersection is also located 33.00 feet South 89°46'15" West along the monument line of 3900 South Street and 73.02 feet South 01°12'52" West from the street monument at the intersection of 3900 South Street and Main Street and running thence South 01°12'52" West 242.24 feet (Deed = South 245 feet) along said Westerly right-of-way line of Main Street to a Southeasterly corner of entire tract; thence North 68°08'00" West 169.50 feet (Deed = 181.9 feet) to an existing old fence line; thence South 05°35'00" West 261.81 feet (Deed = South 04°00'00" West) along said existing old fence line being the same fence held in those three (3) Warranty Deeds recorded May 8, 2001 as 1) Entry No. 7891016 in Book 8455 at Page 234, 2) Entry No. 7891020 in Book 8455 at Page 247, 3) Entry No. 7891021 in Book 8455 at Page 249 in the office of said Recorder; thence departing said existing old fence South 89°30'00" West 148.21 feet (Deed = 154.64 feet) to the Southwesterly corner of said entire tract and an existing fence; thence North 01°12'52" East 439.70 feet (Deed = 440.84 feet) along said existing fence to the Southerly right-of-way line of 3900 South Street; thence North 89°46'15" East 326.80 feet (Deed = 327.86 feet) along said Southerly right-of-way line of 3900 South Street to the point of beginning.

PARCEL 2:

A 30 foot wide perpetual right-of-way easement appurtenant to Parcel 1 for ingress and egress, and for utilities, as reserved in that certain General Warranty Deed recorded December 10, 2010 as Entry No. 11094453 in Book 9887 at Page 8617 of official records, and more particularly described as follows:

Beginning at a point which is East 16.33 feet, North 1171.00 feet and West 192.83 feet from the Southeast corner of Section 36, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence West 522.44 feet; thence North 00°04'53" East 30.00 feet; thence East 475.02 feet; thence continue Easterly along said line, a distance of 0.94 feet to a point of curve to the left having a radius of 8.00 feet and a central angle of 90°00'00"; thence Northeasterly along the arc a distance of 12.57 feet (chord bearing North 45°00'00" East 11.31 feet); thence North 24.13 feet; thence North 89°30'00" East 28.34 feet; thence South 09°31'44" East 59.61 feet to the point of curve of a non tangent curve to the left, of which the radius point lies East, a radial distance of 28.00 feet; thence Southerly along the arc, through a central angle of 07°22'06", a distance of 3.60 feet (chord bearing South 03°41'02" East 3.60 feet) to the point of beginning.

Tax Id No.: 15-36-477-040