

ENTRY NO 01123382

12/10/2019 02:54:44 PM B: 2544 P: 1132

Subordination Agreement PAGE 1/15

RHONDA FRANCIS, SUMMIT COUNTY RECORDER

FEE 76.00 BY METRO NATIONAL TITLE



WHEN RECORDED, RETURN TO:

Park City Municipal Corporation

Attn: City Recorder

P.O. Box 1480

Park City, Utah 84060

12/10/19

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "Subordination Agreement") is executed to be effective the 9TH day of DECEMBER, 2019, by King's Crown At Park City Owners Association, Inc., a Utah nonprofit corporation (the "Master Association"); King's Crown Workforce Housing Condominiums Owners Association, Inc., a Utah nonprofit corporation (the "Workforce Condominium Association"); King's Crown Condominiums Owners Association, Inc., a Utah nonprofit corporation (the "Condominium Association"); CRH Partners, LLC, a Utah limited liability company ("CRH"); CRG Development, LLC, a Utah limited liability company ("CRG"); and Park City Municipal Corporation, a Utah municipal corporation (the "City").

RECITALS

A. Whereas CRH and the City entered into that certain Development Agreement for the King's Crown Master Planned Development (MPD) dated June 14, 2018 and recorded with the Summit County Recorder's Office at Entry No. 01093393, as amended (the "Development Covenant"), concerning the property identified as the King's Crown Re-Subdivision according to that original plat filed with the Summit County Recorder's Office as Entry No. 01091847 (the "Property") which requires, among other things, that development of the Property is conditional upon certain affordable housing requirements which are set forth in greater detail in that Second Amended Affordable Housing Mitigation Plan for the Kings Crown Project Finding of Fact Conclusions of Law and Conditions of Approval with a date of November 21, 2019 (the "Affordable Housing Plan").

B. CRH, acting as the Declarant thereunder, executed that certain Master Declaration of Covenants, Conditions and Restrictions for King's Crown At Park City (the "Master Declaration"), which was recorded in the Office of the Recorder of Summit County, Utah, on May 16, 2018, as Entry No. 01091848. The Master Association is the entity designated and authorized pursuant to the Master Declaration to perform and fulfill the duties and responsibilities of the "Association" under the Master Declaration, as such term is defined therein. The Master Declaration pertains to and affects that certain real property located in Summit County, State of Utah, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the "Master Declaration Property"), which includes the Workforce Housing Property described on Exhibit B attached hereto, the Workforce Housing Units described on Exhibit C attached hereto, and Unit B101 described in Exhibit D attached hereto.

C. CRH, acting as the Declarant thereunder, will execute that certain Declaration of Condominium for King's Crown Workforce Housing Condominiums (the "**Workforce Housing Declaration**"), to be recorded in the Office of the Recorder of Summit County, Utah. The Workforce Condominium Association will be the entity designated and authorized pursuant to the Workforce Housing Declaration to perform and fulfill the duties and responsibilities of the "Association" under the Workforce Housing Declaration, as such term is defined therein. The Workforce Housing Declaration pertains to and affects that certain real property described on Exhibit B, attached hereto and incorporated herein by this reference (the "**Workforce Housing Property**").

D. CRG, acting as the Declarant thereunder, executed that certain Declaration of Condominium for King's Crown Condominiums (the "**Condominium Declaration**"), which was recorded in the Office of the Recorder of Summit County, Utah, on 12 '10 2019, as Entry No. 1123378. The Condominium Association is the entity designated and authorized pursuant to the Condominium Declaration to perform and fulfill the duties and responsibilities of the "Association" under the Condominium Declaration, as such term is defined therein. The Condominium Declaration pertains to and affects that certain real property described on Exhibit D, attached hereto and incorporated herein by this reference ("**Unit B101**").

E. CRH and the City will execute that certain Restrictive Covenant Agreement Protecting the Affordability, Attainability and Sustainability of the King's Crown Workforce Housing Condominiums (the "**Workforce Restrictive Covenant Agreement**"), to be recorded in the Office of the Recorder of Summit County, Utah. The Restrictive Covenant Agreement pertains to and affects all of the residential condominium units within the King's Crown Workforce Housing Condominiums, as more particularly described on Exhibit C, attached hereto and incorporated herein by this reference (the "**Workforce Housing Units**").

F. CRG and the City executed that certain Restrictive Covenant Agreement Protecting the Affordability, Attainability and Sustainability of Unit B101 at King's Crown Condominiums, Building B (the "**Building B Restrictive Covenant Agreement**," which was recorded in the Office of the Recorder of Summit County, Utah, on 12 '10 2019, as Entry No. 1123380). Together with the Workforce Restrictive Covenant Agreement, the "**Restrictive Covenants**"), the Restrictive Covenant Agreement pertains to and affects Unit B101, as defined herein, and as identified in the Condominium Declaration and more particularly described on Exhibit D, attached hereto and incorporated herein by this reference

G. Pursuant to the Development Agreement and the Affordable Housing Plan, the City requires that the covenants, conditions, restrictions, liens, charges and encumbrances created by the Master Declaration and by the Workforce Housing Declaration upon the Workforce Housing Property and upon the Workforce Housing Units be subordinate to the covenants, conditions, restrictions, liens, charges and encumbrances upon the Workforce Housing Property and upon the Workforce Housing Units created by the Workforce Restrictive Covenant Agreement and that the covenants, conditions, restrictions, liens, charges and encumbrances created by the Master Declaration and by the Condominium Declaration upon Unit B101 be subordinate to the covenants, conditions, restrictions, liens, charges and encumbrances upon Unit B101 created by the Building B Restrictive Covenant Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, and in order to satisfy the requirements of the City pertaining to the recording of the Workforce Housing Plat, the Workforce Housing Declaration, the Condominium Declaration, and the Condominium Plat it is hereby declared, understood and agreed by CRH, CRG, the Master Association, the Condominium Association, the Workforce Condominium Association, and the City as follows:

AGREEMENT

1. The Restrictive Covenants shall unconditionally be and remain at all times perpetual covenants, conditions, restrictions, liens, charges and encumbrances, which shall be deemed to run with the land respectively encumbered by such Restrictive Covenants and which Restrictive Covenants shall be prior and superior to, respectively, the covenants, conditions, restrictions, liens, charges and encumbrances upon the Workforce Housing Property and upon the Workforce Housing Units created by the Master Declaration and by the Workforce Housing Declaration, and the covenants, conditions, restrictions, liens, charges and encumbrances upon Unit B101 created by the Master Declaration and by the Condominium Declaration, upon which unconditional subordination is retroactive to the date that the Restrictive Covenants were recorded in the Office of the Recorder of Summit County, Utah.

2. By executing and recording this Subordination Agreement, CRH, in its capacity as the Declarant under the Master Declaration, and CRG in its capacity as the Declarant under the Condominium Declaration and in its capacity as the owner of Unit B101, and the Master Association and the Condominium Association all hereby acknowledge, agree and declare that the covenants, conditions, restrictions, liens, charges and encumbrances created by the Master Declaration and by the Condominium Declaration shall be in all respects junior and subordinate to the covenants, conditions, restrictions, liens, charges and encumbrances upon Unit B101 created by the Building B Restrictive Covenant Agreement, and in the event of any conflict between the Master Declaration or Condominium Declaration and the Building B Restrictive Covenant Agreement, the terms of the Building B Restrictive Covenant Agreement shall control.

3. By executing and recording this Subordination Agreement, CRH, in its capacity as the Declarant under the Master Declaration, and in its capacity as the Declarant under the Workforce Housing Declaration, and in its capacity as the owner of the Workforce Housing Property and as the owner of all of the Workforce Housing Units, and the Master Association and the Workforce Condominium Association all hereby acknowledge, agree and declare that the covenants, conditions, restrictions, liens, charges and encumbrances created by the Master Declaration and by the Workforce Housing Declaration shall be in all respects junior and subordinate to the covenants, conditions, restrictions, liens, charges and encumbrances upon the Workforce Housing Property and the Workforce Housing Units created by the Workforce Restrictive Covenant Agreement, and in the event of any conflict between the Master Declaration or Workforce Housing Declaration and the Workforce Restrictive Covenant Agreement, the terms of the Workforce Restrictive Covenant Agreement shall control.

4. So long as the Building B Restrictive Covenant Agreement and all extensions and amendments thereto, be in effect, the Master Declaration and the Condominium Declaration shall in all respects be subordinate.

5. So long as the Workforce Restrictive Covenant Agreement and all extensions and amendments thereto, be in effect, the Master Declaration and the Workforce Housing Declaration shall in all respects be subordinate.

6. The Workforce Restrictive Covenant Agreement shall survive any foreclosure or other remedy provided for the collection of assessments under either the Master Declaration or the Workforce Housing Declaration, and if either of the Master Association or the Workforce Condominium Association should acquire any interest in any of the Workforce Housing Units, such interest shall at all times be subject to the Workforce Restrictive Covenant Agreement.

7. The Building B Restrictive Covenant Agreement shall survive any foreclosure or other remedy provided for the collection of assessments under either the Master Declaration or the Condominium Declaration, and if either of the Master Association or the Condominium Association should acquire any interest in Unit B101, such interest shall at all times be subject to the Workforce Restrictive Covenant Agreement.

8. The invalidity, in whole or in part, of any of the provisions set forth in this Subordination Agreement, shall not affect or invalidate any remaining provisions.

9. This Subordination Agreement may be signed in counterparts.

10. This Subordination Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties hereto with respect to the Workforce Housing Property, the Workforce Housing Units, and Unit B101.

CITY:

Park City Municipal Corporation,
a Utah municipal corporation



By: Andy Beerman
Name: Andy Beerman
Title: Mayor

Attest:

Michelle Kellogg
Recorder

Approved as to form:

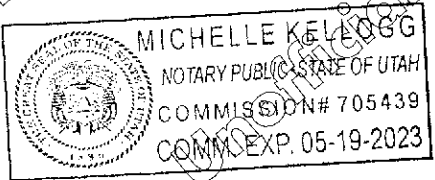
Michelle Kellogg
City Attorney

ACKNOWLEDGEMENT

STATE OF UTAH

COUNTY OF SUMMIT

On the 9th day of December, 2019, personally appeared before me Andy Beerman, who being by me duly sworn did say that he is the Mayor of Park City Municipal Corporation, a Utah municipal corporation, and that the within and foregoing instrument was signed on behalf of such entity.



Michelle Kellogg
NOTARY PUBLIC

CRG:

CRG Development, LLC,
a Utah limited liability company

By: R.M.

Name: Rory Murphy

Title: Manager

STATE OF UTAH)

ss.

COUNTY OF SUMMIT)

The foregoing instrument was acknowledged before me this 9 day of December, 2019, by Rory Murphy, as the Manager of CRG Development, LLC, a Utah limited liability company

[Signature]
NOTARY PUBLIC

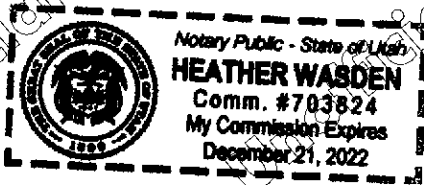


EXHIBIT A

Legal Description of Master Declaration Property

The Master Declaration Property consists of that certain real property located in Summit County, Utah, which is more particularly described as follows:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF VACATED 13TH STREET (A.K.A. CALHOUN STREET), AND THE WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY. SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY IS ALSO THE NORTH-SOUTH 1/16 SECTION LINE (WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN. SAID POINT ALSO LYING ON THE SOUTHERLY BOUNDARY LINE OF MOUNTAINSIDE CONDOMINIUMS PHASE 2, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER. SAID POINT OF BEGINNING IS LOCATED SOUTH 00° 31' 00" WEST, 1192.35 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 54°01'00" EAST ALONG SAID SOUTHERLY BOUNDARY LINE OF MOUNTAINSIDE CONDOMINIUMS PHASE 2, 236.70 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF LOWELL AVENUE; THENCE SOUTH 35°59'00" EAST ALONG SAID WESTERLY RIGHT OF LINE OF LOWELL AVENUE, 595.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF VACATED 12TH STREET (A.K.A. NELSON STREET); THENCE LEAVING SAID WESTERLY RIGHT OF WAY LINE OF LOWELL AVENUE, SOUTH 54°01'00" WEST, 140.00 FEET; THENCE SOUTH 35°59'00" EAST, 400.00 FEET TO THE SOUTHWEST CORNER OF BARBARA'S SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER, SAID POINT ALSO BEING ON THE NORTHERLY BOUNDARY LINE OF NORTHSTAR SUBDIVISION, ON FILE AND OF RECORD IN THE OFFICE OF THE SUMMIT COUNTY RECORDER; THENCE SOUTH 54°01'00" WEST ALONG SAID NORTHERLY BOUNDARY LINE, 235.00 FEET TO THE NORTHWEST CORNER OF SAID NORTHSTAR SUBDIVISION; THENCE SOUTH 35°59'00" EAST ALONG THE WESTERLY BOUNDARY LINE OF SAID NORTHSTAR SUBDIVISION, 675.15 FEET TO THE SOUTHWEST CORNER OF SAID NORTHSTAR SUBDIVISION, SAID POINT ALSO

BEING ON THE EAST-WEST CENTER SECTION LINE (SOUTH LINE OF THE NORTHWEST QUARTER) OF SECTION 16, TOWNSHIP 2 SOUTH RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 89°53'05" WEST ALONG SAID EAST-WEST CENTER SECTION LINE, 493.60 FEET TO THE CENTERLINE OF VACATED SUMMIT AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID CENTERLINE OF SUMMIT AVENUE, 346.25 FEET, MORE OR LESS, TO THE EASTERLY EDGE OF THE EXISTING KING'S CROWN SKI RUN; THENCE NORTH 13°14'53" WEST ALONG SAID EASTERLY EDGE OF THE KING'S CROWN SKI RUN, 26.76 FEET TO THE CENTERLINE OF VACATED 11TH STREET (A.K.A. CRESCENT STREET); THENCE NORTH 54°01'00" EAST ALONG SAID CENTERLINE OF 11TH STREET, 89.66 FEET; THENCE LEAVING SAID CENTERLINE NORTH 35°59'00" WEST ALONG THE SOUTHWESTLY BOUNDARY OF LOTS 1 THROUGH 4 OF BLOCK 47, SNYDER'S ADDITION TO PARK CITY, 115.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 47, SNYDER'S ADDITION TO PARK CITY; THENCE NORTH 54°01'00" EAST ALONG THE NORTHERLY LINE OF SAID LOT 4, 100.00 FEET TO THE CENTERLINE OF VACATED PINYON AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID CENTERLINE OF PINYON AVENUE, 159.88 FEET; THENCE LEAVING SAID CENTERLINE NORTH 25°52'01" WEST A DISTANCE OF 142.33 FEET TO THE NORTHWEST CORNER OF LOT 17, BLOCK 44, SNYDER'S ADDITION TO PARK CITY, SAID POINT ALSO BEING ON THE EASTERLY RIGHT OF WAY LINE OF SAID VACATED PINYON AVENUE; THENCE NORTH 35°59'00" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE OF PINYON AVENUE, 171.59 FEET TO THE WEST LINE OF SAID SNYDER'S ADDITION TO PARK CITY, SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY IS ALSO THE NORTH-SOUTH 1/16 SECTION LINE (WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER) OF SAID SECTION 16; THENCE NORTH 00°31'00" EAST ALONG SAID WESTERLY LINE OF SNYDER'S ADDITION TO PARK CITY AND ALONG SAID NORTH-SOUTH 1/16 SECTION LINE, 526.72 FEET TO THE POINT OF BEGINNING.

CONTAINS: 653,761 SQUARE FEET (15.0083 ACRES) MORE OR LESS

TAX PARCEL NUMBER: SA-315-318-321

EXHIBIT B

Legal Description of Workforce Housing Property

The Workforce Housing Property consists of a parcel of that certain real property located in Section 16, Township 2 South, Range 4 East, Salt Lake Base and Meridian, Park City, Summit County, Utah, which is more particularly described as follows:

All of Lot 1, King's Crown Subdivision, as recorded in the Office of the Recorder of Summit County, Utah.

Tax Parcel Number: _____

EXHIBIT C

Legal Description of the Workforce Housing Units

The Workforce Housing Units are more particularly described as follows:

Units A-101, A-102 ADA, A-201, A-202, A-203, A-301, A-302, A-303, A-304, A-401, A-402, A-403, A-404, A-501 and A-502 of the KING'S CROWN WORKFORCE HOUSING CONDOMINIUMS, a Utah condominium project, together with each Unit's appurtenant undivided ownership in and to the Common Areas and Facilities, as established and recorded in the Record of Survey Map recorded _____, 2019 as Entry No. _____ and in the Declaration of Condominium for the King's Crown Workforce Housing Condominiums recorded _____, 2019 as Entry No. _____ in Book _____ at Page _____, records of Summit County, Utah.

TAX PARCEL NUMBERS: _____

EXHIBIT D

Legal Description of Unit B101

Unit B 101 of Lot 2, King's Crown Re-Subdivision, according to the official plat thereof on file and of record in the Summit County Recorder's Office.

Tax Parcel No. _____