

When Recorded Return To:  
Polsinelli P.C.,  
900 W 48th Place  
Ste. 900  
Kansas City, MO 64112

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10/14/2021 3:06:00 PM \$40.00  
Book - 11254 Pg - 1907-1924  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
OLD REPUBLIC TITLE DRAPER/OREM  
BY: eCASH, DEPUTY - EF 18 P.

Parcel ID; 15-33-103-025,  
15-33-103-019,  
15-33-104-022

~~NCT 21051250~~

THIS SPACE FOR RECORDER'S USE ONLY

## MODIFICATION AND SPREADER AGREEMENT

**THIS MODIFICATION AND SPREADER AGREEMENT (“Agreement”)**, is dated as of October 14, 2021, 2021, by and among **NWI ASPEN VILLAGE, LP**, a Delaware limited partnership (“**Borrower**”), having an address at c/o Next Wave Residential Partners II, LLC, 101 S. El Camino Real, Suite 202, San Clemente, California 92672, **JORDAN J. FISHER**, an individual (“**Fisher**”), **DAVID R. SLOAN**, an individual (“**Sloan**”; and together with Fisher; collectively, the “**Guarantor**”), **READY CAPITAL MORTGAGE FINANCING 2020-FL4, LLC (“RCMF 2020-FL4”)**, having an address at c/o KeyBank National Association, 11501 Outlook Street, Suite 300, Overland Park, Kansas 66211, and **U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE, FOR THE BENEFIT OF THE REGISTERED HOLDERS OF READY CAPITAL MORTGAGE TRUST 2019-6 COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES (“RCMT 2019-6”** and together with RCMF 2020-FL4, collectively, the “**Lender**”), having an address at c/o KeyBank National Association, 11501 Outlook Street, Suite 300, Overland Park, Kansas 66211.

### RECITALS:

WHEREAS, Lender is the owner and holder of certain documents, instruments and agreements evidencing and securing a certain loan to Borrower, in the original principal amount of \$10,240,000.00 (the “**Loan**”), including, among others, that certain (i) Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of March 28, 2019 from Borrower, to First American Title Insurance Company, as Trustee, for the benefit of ReadyCap Commercial, LLC (“**Original Lender**”), recorded with the Salt Lake County, Utah Records (the “**County Recorder**”) on March 29, 2019, in Book 10765, Page 1357, as Instrument No. 12958631 (as amended, increased, renewed, extended, spread, consolidated, severed, restated,

assigned, or otherwise changed from time to time, collectively, the “**Deed of Trust**”), (ii) Assignment of Leases and Rents dated as of March 28, 2019 from Borrower to Original Lender, recorded with the County Recorder on March 29, 2019, in Book 10765, Page 1379, as Instrument No. 12958632 (the “**ALR**”), (iii) Loan Agreement dated March 28, 2019 from Borrower to Original Lender (the “**Loan Agreement**”), and (iv) the other Loan Documents, as defined in the Loan Agreement.

WHEREAS, the Deed of Trust and ALR currently encumber, among other things, the Property (as defined in the Deed of Trust), including the land described on Exhibit A attached hereto and the Improvements (as defined in the Deed of Trust) (collectively, the “**Original Property**”).

WHEREAS, Borrower has requested Lender’s consent to (i) obtain a release (the “**Release**”) of that certain 0.2 acre portion of the Property consisting of the excess, unimproved land that was once used as a playground, more particularly described on Exhibit B attached hereto (the “**Release Parcel**”) from the lien of the Deed of Trust and ALR, and (ii) replace the Release Parcel with that certain 0.2 acre portion of the Property consisting of vacant land, more particularly described on Exhibit C attached hereto (the “**New Parcel**”) (collectively, the “**Transaction**”).

WHEREAS, the portion of the Property remaining after the release of the Release Parcel and the addition of the New Parcel, shall be referred to herein collectively as the “**Revised Property**”, which is more particularly described on Exhibit D attached hereto.

WHEREAS, Lender and Borrower have agreed to (i) release the Release Parcel from the lien of the Deed of Trust and ALR, (ii) spread the lien of the Deed of Trust and ALR to encumber the New Parcel, and (iii) modify Exhibit A on both the Deed of Trust and the ALR to reflect the Revised Property as set forth on Exhibit D attached hereto (collectively, the “**Transaction**”). Borrower, Guarantor and Lender mutually desire to modify the Loan Documents in order to reflect the release of the Release Parcel, and to grant Lender a lien on the New Parcel.

WHEREAS, this Agreement and any other document, instrument or agreement executed and delivered in connection with the Transaction, shall be referred to herein collectively as the “**Transaction Documents**”.

NOW, THEREFORE, Borrower and Lender agree as follows:

1. Undefined Capitalized Terms. All capitalized terms used herein but not defined herein shall have the meanings assigned to them under the Deed of Trust, the ALR, the Loan Agreement or the Loan Documents, as applicable.

2. Transaction Obligations. Borrower shall comply with its obligations under the Transaction Documents and the obligations thereunder shall be deemed obligations secured by the Deed of Trust and ALR.

3. Modification of Deed of Trust and ALR. The Deed of Trust, ALR and the other Loan Documents are hereby modified by deleting the property description contained on Exhibit A attached to the Deed of Trust and ALR, and inserting in lieu thereof the property description contained on Exhibit D attached hereto. The intended effect of such modification is to delete the

Release Parcel from the Property, add the New Parcel to the Property as additional property encumbered by the lien of the Deed of Trust and ALR, and reflect the revised legal description of the Property due to the Transaction. All provisions of the Deed of Trust, ALR, and the other Loan Documents (including all representations, warranties and covenants) shall be applicable thereto (and all such representations and warranties shall be deemed remade as of the date hereof) with the same force and effect as if the Revised Property had originally been described in Exhibit A to the Deed of Trust, ALR, and in corresponding legal description exhibits to all other Loan Documents. The lien of the Deed of Trust and ALR are hereby spread to encumber the New Parcel.

4. Limitation of Consent and Subordination. This Agreement shall not constitute a waiver or modification of any requirement of obtaining Lender's consent in the future, nor shall it constitute a modification of the terms, provisions, or requirements in the Loan Documents in any respect except as expressly provided herein. The Loan Documents are hereby ratified and except as expressly modified in this Agreement, remain unmodified and are in full force and effect.

5. Effect of Agreement. This Agreement shall be deemed to form a part of the Loan Documents. This Agreement shall not prejudice any present or future rights, remedies or powers belonging or accruing to Lender under the Loan Documents, nor impair the lien of the Deed of Trust or ALR.

6. No Effect on Liens or Priority. Nothing in this Agreement shall in any way release, diminish or affect the first position lien of the Deed of Trust, the ALR, or any liens created by, or the agreements or covenants contained in, the Loan Documents or the first-lien priority of any such liens, except as expressly provided herein. Borrower agrees that the Loan Documents shall secure all other sums that may be advanced in the future by Lender pursuant to the terms of the Loan Documents.

7. Further Assurances. Borrower agrees to do any act or execute any additional documents requested by Lender as may reasonably be required by Lender to effectuate the purposes of this Agreement or to perfect or retain its perfected security interest in the Revised Property or the first-lien priority of the Deed of Trust and ALR.

8. General. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

9. No Other Modifications. Except as expressly set forth herein, all of the terms and conditions of the Deed of Trust, the ALR, the Loan Agreement and all of the other Loan Documents shall remain unmodified and in full force and effect and Borrower hereby confirms and ratifies all such documents and will perform and comply with the terms and conditions thereof, as modified and amended hereby.

10. Governing Law. This Agreement shall be governed in accordance with the terms and provisions of Section 11.3 of the Loan Agreement.

11. No Oral Change. This Agreement, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

12. Inapplicable Provisions. If any term, covenant or condition of the Agreement is held to be invalid, illegal or unenforceable in any respect, the Agreement shall be construed without such provisions.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written.

**BORROWER:**

**NWI ASPEN VILLAGE, LP,**  
a Delaware limited partnership

By: Next Wave Residential Partners II, LLC,  
a Delaware limited liability company,  
its General Partner

By: [Signature]  
Name: Jordan Fisher  
Title: Manager

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Modification and Spreader Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, the \_\_\_\_\_ of Next Wave Residential Partners II, LLC, a Delaware limited liability company, the General Partner of NWI Aspen Village, LP, a Delaware limited partnership.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

*See attached copy*

# NOTARY 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.

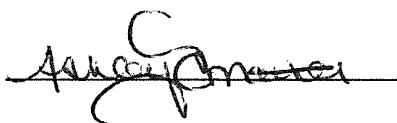
State of California

County of Orange

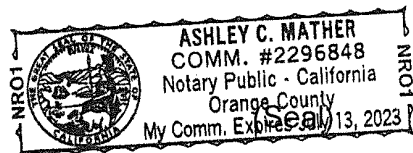
On September 23<sup>rd</sup>, 2021 before me, Ashley C Mather, Notary Public (name and title of officer), personally appeared Jordan Fisher, who proved to me on the basis of satisfactory evidence to be the person~~s~~ whose name~~s~~ is/~~are~~ subscribed to the within instrument and acknowledged to 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 

Print Name Ashley C Mather





# NOTARY 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 Orange

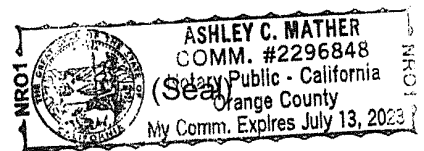
On September 23<sup>rd</sup>, 2021 before me, Ashley C Mather, Notary Public (name and title of officer), personally appeared Jordan Fisher, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged 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 *Ashley C Mather*

Print Name Ashley C Mather





**GUARANTOR:**



\_\_\_\_\_  
DAVID R. SLOAN, an individual

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Modification and Spreader Agreement was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by **DAVID R. SLOAN**, an individual.

\_\_\_\_\_  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

*see attached form*

# NOTARY 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

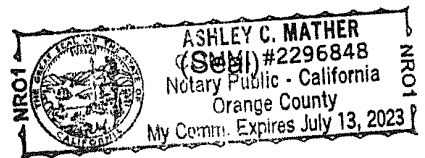
County of Orange

On September 23<sup>rd</sup>, 2021 before me, Ashley C Mather, Notary Public (name and title of officer), personally appeared David Sloan, who proved to me on the basis of satisfactory evidence to be the person~~s~~<sup>(S)</sup> whose name~~s~~<sup>(S)</sup> is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~<sup>(S)</sup>/they executed the same in his/~~her~~<sup>(S)</sup>/their authorized capacity~~(ies)~~<sup>(ies)</sup>, and that by his/~~her~~<sup>(S)</sup>/their signature~~(s)~~<sup>(S)</sup> on the instrument the person~~(s)~~<sup>(S)</sup> or the entity upon behalf of which the person~~(s)~~<sup>(S)</sup> 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 *Ashley C Mather*  
Print Name Ashley C Mather



LENDER:

READY CAPITAL MORTGAGE FINANCING 2020-FL4, LLC

By: KeyBank National Association,  
as Authorized Agent

By: *Jeanna Ehlers*  
Name: JEANNA EHLERS  
Title: Asst Vice President

STATE OF KANSAS        )  
  )SS  
COUNTY OF JOHNSON    )

The foregoing Modification and Spreader Agreement was acknowledged before me this 30<sup>th</sup> day of September, 2021, by Jeanna Ehlers, the Asst. Vice President of KeyBank National Association, as Authorized Agent for **READY CAPITAL MORTGAGE FINANCING 2020-FL4, LLC.**

*[Signature]*  
NOTARY PUBLIC  
Residing at: Johnson County, KS

My Commission Expires:  
3/25/2023



LENDER:

U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE, FOR THE BENEFIT OF THE REGISTERED HOLDERS OF READY CAPITAL MORTGAGE TRUST 2019-6 COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES

By: KeyBank National Association,  
as Authorized Agent

By: *Jeanna Ehlers*  
Name: JEANNA EHLERS  
Title: Asst Vice President

STATE OF KANSAS            )  
  )SS  
COUNTY OF JOHNSON    )

30<sup>th</sup> The foregoing Modification and Spreader Agreement was acknowledged before me this September, 2021, by Jeanna Ehlers, the Asst. Vice President of KeyBank National Association, as Authorized Agent for U.S. BANK NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE, FOR THE BENEFIT OF THE REGISTERED HOLDERS OF READY CAPITAL MORTGAGE TRUST 2019-6 COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES.



*Ernest Merritt Jr*  
NOTARY PUBLIC  
Residing at: Johnson County, KS

My Commission Expires:  
3/25/2023

## EXHIBIT A

### ORIGINAL PROPERTY

#### PARCEL 1:

Beginning at a point on the South line of 3500 South Street, said point being East along the Section line 634.50 feet and South 33.00 feet from the Northwest corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 76.00 feet; thence West 13.50 feet; thence South 19.00 feet; thence West 27.00 feet; thence South 429.65 feet; thence South 89°17'20" East 70.11 feet; thence South 28°10'30" East 36.53 feet; thence South 2°46'16" West 69.36 feet to the North line of Lot 14, Lehman Subdivision; thence East 166 feet; thence North 627.00 feet; thence West 209.50 feet to the point of beginning.

Less and excepting any portion of subject land lying within the bounds of 3500 South Street which lies North of the Southerly line conveyed in Warranty Deed recorded January 5, 2010, as Entry No. 10873495, in Book 9794, at Page 6658, being described as follows:

A parcel of land in fee, being part of an entire tract of property situate in the Northwest Quarter of the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Northwest corner of said entire tract in the Southerly right of way line of the existing highway State Route 171 which corner is 634.50 feet East and 53.00 feet South from the Northwest corner of said Section 33 said corner is also approximately 35.68 feet perpendicularly distant Southerly from the control line of said project opposite engineer station 705+27.02; and running thence East 209.50 feet along said Southerly right of way line to the Northeast corner of said entire tract; thence South 9.96 feet along the Easterly boundary line of said entire tract to a point 45.63 feet perpendicularly distant Southerly from said control line; thence West 209.50 feet along a line parallel with and 62.96 feet perpendicularly distant Southerly from the Northerly section line of said section to a point in the Westerly boundary line of said entire tract which point is 45.64 feet perpendicularly distant Southerly from said control line; thence North 9.96 feet along said Westerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Parcel ID No.: 15-33-103-025

#### PARCEL 2:

All of Lot 13, Lehman Subdivision, according to the official plat thereof, as recorded in the office of the County Recorder of said County.

Less and excepting that portion conveyed to West Valley City in Warranty Deed recorded May 26, 2017, as Entry No. 12543310, in Book 10561, at Page 4363, being described as follows:

A parcel of land located in the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Meridian, being more particularly described as follows:

Beginning at the Southeast corner of Lot 13 of Lehman Subdivision, according to the official plat thereof as recorded in Book S at Page 59 in the office of the Salt Lake County Recorder; and running thence South 89°53'20" West 80.00 feet to the Southwest corner of said Lot 13; thence North 00°00'20" East 10.00 feet along the Westerly boundary of said lot; thence North 89°53'20" East 80.00 feet to the Easterly boundary of said lot; thence South 00°00'20" West 10.00 feet to the point of beginning.

Parcel ID No.: 15-33-104-022

As Surveyed Description:

A parcel of land situate in the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point on the Southerly Right of Way of 3500 South Street, said point being North 89°53'20" East 634.62 feet and South 62.96 feet from the North Quarter Corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running; thence North 89°53'20" East 209.30 feet along said Southerly Right of Way; thence South 00°00'20" West 597.04 feet; thence South 89°53'20" West 40.93 feet; thence South 00°00'20" West 110.00 feet; thence South 89°53'20" West 80.00 feet; thence North 00°00'20" East 110.00 feet; thence South 89°53'20" West 44.93 feet; thence North 02°46'16" East 69.20 feet; thence North 28°10'30" West 36.53 feet; thence North 89°17'20" West 70.11 feet; thence North 429.65 feet; thence North 89°53'20" East 27.25 feet; thence North 00°06'40" West 19.00 feet; thence North 89°53'20" East 13.50 feet; thence North 00°06'40" West 46.04 feet to the point of beginning.

**EXHIBIT B**

**RELEASE PARCEL**

**PARCEL 2:**

All of Lot 13, Lehman Subdivision, according to the official plat thereof, as recorded in the office of the County Recorder of said County.

Less and excepting that portion conveyed to West Valley City in that certain Warranty Deed, recorded May 26, 2017 as Entry No. 12543310 in Book 10561 at Page 4363 of Official Records, being described as follows:

A parcel of land located in the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Meridian, being more particularly described as follows:

Beginning at the Southeast corner of Lot 13 of Lehman Subdivision, according to the official plat thereof as recorded in Book S at Page 59 in the office of the Salt Lake County Recorder; and running thence South 89°53'20" West 80.00 feet to the Southwest corner of said Lot 13; thence North 00°00'20" East 10.00 feet along the Westerly boundary of said lot; thence North 89°53'20" East 80.00 feet to the Easterly boundary of said lot; thence South 00°00'20" West 10.00 feet to the point of beginning.

**SAID PARCEL 2 BEING MORE PARTICULARLY DESCRIBED/DEPICTED BY SURVEY AS FOLLOWS:**

**PARCEL 2 AS SURVEYED DESCRIPTION:**

A parcel of land situate in the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base & Meridian, being more particularly described as follows:

Beginning at the Northeast corner of Lot 13 of Lehman Subdivision, according to the Official Plat thereof as recorded in Book S at Page 59 in the Office of the Salt Lake County Recorder, said point being South 00°00'20" West 660.00 feet along the Section line and North 89°53'20" East 803.00 feet from the Northwest Corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running;

thence South 00°00'20" West 110.00 feet to the (adjusted) Southeast corner of said Lot 13 (being the Northeast corner of land conveyed to West Valley City in that certain Warranty Deed Entry No. 12543310);

thence South 89°53'20" West 80.00 feet to the (adjusted) Southwest corner of said Lot 13 (being the Northwest corner of land conveyed to West Valley City in that certain Warranty Deed Entry No. 12543310);

thence North 00°00'20" East 110.00 feet along the Westerly boundary of said Lot;  
thence North 89°53'20" East 80.00 feet to the Point of Beginning.

(Being a portion of Lot 13, Lehman Subdivision)

Note: for information purposes: known as Tax ID No.: 15-33-104-022

**EXHIBIT C**

**NEW PARCEL**

**PARCEL 3:**

Beginning at a point which is East along the Section line 594.00 feet and South 557.65 feet from the Northwest corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89°17'20" East 70.11 feet; thence South 28°10'30" East 36.53 feet; thence South 2°46'16" West 69.36 feet; thence West 84 feet; thence North 102.35 feet to the point of beginning.

SAID PARCEL 3 BEING MORE PARTICULARLY DESCRIBED BY SURVEY AS FOLLOWS:

**PARCEL 3 AS SURVEYED DESCRIPTION:**

A parcel of land situate in the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base & Meridian, being more particularly described as follows:

Beginning at the Southwest corner of Parcel Number 15-33-103-025, recorded as Special Warranty Deed, Entry No. 12958630, said point also being North 89°53'20" East 594.00 feet along the section line and South 557.65 feet from the Northwest Corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running;  
thence South 89°17'22" East 70.11 feet;  
thence South 28°10'30" East 36.53 feet;  
thence South 02°46'42" West 69.20 feet to a point on the North Line of Lot 14, Lehman Subdivision, according to the Official Plat thereof as recorded in Book S at Page 59 in the Office of the Salt Lake County Recorder;  
thence South 89°53'20" West 84.00 feet along the North line of Lots 14 and 15 of said Lehman Subdivision;  
thence North 102.35 feet to the Point of Beginning.

Note: for information purposes: known as Tax ID No.: 15-33-103-019

**PARCEL 3A:**

A right of way for ingress and egress to 3500 South Street over and across the apartment complex facilities presently designated for vehicular traffic only and located on the following described property:

Lot 13, LEHMAN SUBDIVISION, according to the Official Plat thereof, as recorded in the office of the County Recorder of Salt Lake County.

Also Beginning at a point on the South line of 3500 South Street said point being East along the Section line 624.50 feet and South 33.00 feet from the Northwest corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 76.00 feet; thence West 13.50 feet; thence South 19.00 feet; thence West 27.00 feet; thence South 429.65 feet; thence South 89°17'20" East 70.11 feet; thence South 28°10'30" East 36.53 feet; thence South 2°46'16" West 69.36 feet to the North line of Lot 14, LEHMAN SUBDIVISION; thence East 166 feet; thence North 627.00 feet; thence West 209.50 feet to the point of beginning.

Except therefrom the portion lying within 3500 South Street.



**EXHIBIT D**

**REVISED PROPERTY**

**PARCEL 1:**

Beginning at a point on the South line of 3500 South Street, said point being East along the Section line 634.50 feet and South 33.00 feet from the Northwest corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 76.00 feet; thence West 13.50 feet; thence South 19.00 feet; thence West 27.00 feet; thence South 429.65 feet; thence South 89°17'20" East 70.11 feet; thence South 28°10'30" East 36.53 feet; thence South 2°46'16" West 69.36 feet to the North line of Lot 14, Lehman Subdivision; thence East 166 feet; thence North 627.00 feet; thence West 209.50 feet to the point of beginning.

Less and excepting any portion of subject land lying within the bounds of 3500 South Street which lies North of the Southerly line conveyed in Warranty Deed recorded January 5, 2010, as Entry No. 10873495, in Book 9794, at Page 6658, being described as follows:

A parcel of land in fee, being part of an entire tract of property situate in the Northwest Quarter of the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the Northwest corner of said entire tract in the Southerly right of way line of the existing highway State Route 171 which corner is 634.50 feet East and 53.00 feet South from the Northwest corner of said Section 33 said corner is also approximately 35.68 feet perpendicularly distant Southerly from the control line of said project opposite engineer station 705+27.02; and running thence East 209.50 feet along said Southerly right of way line to the Northeast corner of said entire tract; thence South 9.96 feet along the Easterly boundary line of said entire tract to a point 45.63 feet perpendicularly distant Southerly from said control line; thence West 209.50 feet along a line parallel with and 62.96 feet perpendicularly distant Southerly from the Northerly section line of said section to a point in the Westerly boundary line of said entire tract which point is 45.64 feet perpendicularly distant Southerly from said control line; thence North 9.96 feet along said Westerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

Note: for information purposes: known as Tax ID No.: 15-33-103-025

**PARCEL 3:**

Beginning at a point which is East along the Section line 594.00 feet and South 557.65 feet from the Northwest corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89°17'20" East 70.11 feet; thence South 28°10'30" East 36.53 feet; thence South 2°46'16" West 69.36 feet; thence West 84 feet; thence North 102.35 feet to the point of beginning.

SAID PARCEL 3 BEING MORE PARTICULARLY DESCRIBED BY SURVEY AS FOLLOWS:

**PARCEL 3 AS SURVEYED DESCRIPTION:**

A parcel of land situate in the Northwest Quarter of Section 33, Township 1 South, Range 1 West, Salt Lake Base & Meridian, being more particularly described as follows:

Beginning at the Southwest corner of Parcel Number 15-33-103-025, recorded as Special Warranty Deed, Entry No. 12958630, said point also being North 89°53'20" East 594.00 feet along the section line and South 557.65 feet from the Northwest Corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running;  
thence South 89°17'22" East 70.11 feet;  
thence South 28°10'30" East 36.53 feet;  
thence South 02°46'42" West 69.20 feet to a point on the North Line of Lot 14, Lehman Subdivision, according to the Official Plat thereof as recorded in Book S at Page 59 in the Office of the Salt Lake County Recorder;  
thence South 89°53'20" West 84.00 feet along the North line of Lots 14 and 15 of said Lehman Subdivision;  
thence North 102.35 feet to the Point of Beginning.

Note: for information purposes: known as Tax ID No.: 15-33-103-019

**PARCEL 3A:**

A right of way for ingress and egress to 3500 South Street over and across the apartment complex facilities presently designated for vehicular traffic only and located on the following described property:  
Lot 13, LEHMAN SUBDIVISION, according to the Official Plat thereof, as recorded in the office of the County Recorder of Salt Lake County.

Also Beginning at a point on the South line of 3500 South Street said point being East along the Section line 624.50 feet and South 33.00 feet from the Northwest corner of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 76.00 feet; thence West 13.50 feet; thence South 19.00 feet; thence West 27.00 feet; thence South 429.65 feet; thence South 89°17'20" East 70.11 feet; thence South 28°10'30" East 36.53 feet; thence South 2°46'16" West 69.36 feet to the North line of Lot 14, LEHMAN SUBDIVISION; thence East 166 feet; thence North 627.00 feet; thence West 209.50 feet to the point of beginning.

Except therefrom the portion lying within 3500 South Street.