

After Recording, please return to

Credit Department
Rocky Mountain Community Reinvestment
Corporation
64 East Winchester Street, Suite 330
Salt Lake City, Utah 84107

CT-156874-MCM

14009722 B: 11369 P: 3653 Total Pages: 12
08/31/2022 04:54 PM By: zjorgensen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

Tax Parcel I.D. No. 15-35-400-061

SUBORDINATION AGREEMENT

This Subordination Agreement (this "Agreement") is effective as of the 31st day of August, 2022, by and between SALT LAKE COUNTY ("Subordinated Lender") and ROCKY MOUNTAIN COMMUNITY REINVESTMENT CORPORATION ("RMCR").

RECITALS

A. Dominguez Park III Associates, LLC, a Utah limited liability company ("Borrower") owns or will own certain real property located in Salt Lake County, State of Utah, more particularly described in Exhibit "A" attached hereto and by this reference incorporated herein (together with all improvements located thereon, the "Subject Property").

B. Borrower has requested that RMCR lend Borrower funds not to exceed the original principal amount of One Million Seven Hundred Thousand and 00/100 Dollars (\$1,700,000.00) (the "Subject Property Loan") for financing of or relating to the Subject Property, such obligation to be evidenced by a certain Multifamily Note (the "Note") dated as of even date herewith, and secured by, among other things, a first lien covering the Subject Property, evidenced by a Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing dated as of even date herewith, and executed by the Borrower in favor of RMCR. The Note, Deed of Trust, and all other documents evidencing, securing or relating to the Subject Property Loan are hereinafter collectively referred to as the "Loan Documents."

C. Subordinated Lender is the beneficiary under that certain Deed of Trust dated as of February 10, 2005, executed by Borrower, as Trustor, and recorded in the official records of Salt Lake County, Utah (the "Official Records"), on February 23, 2005, as Entry No. 9305863, at Book 9097, Pages 2810 – 2815 (the "Subordinated Lender Trust Deed").

D. The Subordinated Lender Trust Deed, together with that certain Deed Restriction dated as of February 10, 2005, executed in connection therewith and recorded in the Official Records on February 23, 2005 as Entry No. 9305864, at Book 9097, Pages 2816 – 2818, a copy of which is attached hereto as Exhibit "B" (the "Deed Restriction") encumber the Subject Property and secure indebtedness to the Subordinated Lender under that certain Secured Promissory Note dated as of February 10, 2005 in the original principal sum of Four Hundred Thousand and 00/100 Dollars (\$400,000.00) (the "Subordinated Lender Note"). The Subordinated Lender Note and the Subordinated Lender Trust Deed, and all other documents

evidencing, securing or relating to the Subordinated Lender Note (but excluding the Deed Restriction) are collectively referred to as the "Subordinated Lender Loan Documents?"

E. In connection with the Subject Property Loan to Borrower from RMCRC, Borrower has agreed to procure this Agreement to be executed by the Subordinated Lender and delivered to RMCRC.

F. It is a condition precedent to RMCRC making the Subject Property Loan that the Subject Property Loan shall be and remain at all times prior and superior to any indebtedness owed by Borrower to Subordinated Lender, and that the Deed of Trust and the security interests and all other rights granted under the Loan Documents shall be and remain at all times a first position lien or charge upon the Subject Property prior and superior to any lien or charge of the Subordinated Lender, including but not limited as relates to the Subordinated Lender Trust Deed and all other Subordinated Lender Loan Documents, in accordance with the terms of this Agreement; provided, for the avoidance of doubt, the Deed Restriction will not be subordinate to the Deed of Trust of RMCRC.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Deed of Trust and any other Loan Document securing the Note in favor of RMCRC, and any renewals or extensions thereof, shall unconditionally be and remain at all times a first priority lien or charge on the Subject Property and any other property therein described, prior and superior to any lien or charge of the Subordinated Lender, including but not limited as relates to the Subordinated Lender Trust Deed and the other Subordinated Lender Loan Documents, and to any claim to such property by Subordinated Lender (regardless of the order in which such documents were signed or filed in the Official Records); provided, for the avoidance of doubt, the Deed Restriction will not be subordinate to the Deed of Trust of RMCRC.

2. RMCRC would not make its loan above-described or disburse funds thereafter without this Agreement.

3. Subordinated Lender declares, agrees, and acknowledges that:

a. RMCRC may, without affecting the subordination of the Subordinated Lender Loan Documents, among other things: (1) release or compromise any obligation in the Loan Documents, (2) release its liens in, or surrender, release or permit any substitution or exchange of all or any part of any properties, including the Subject Property, securing repayment of the Note, (3) retain or obtain a lien in any other property to further secure payment of the Note, or (4) exercise any remedies available under the Deed of Trust, the other Loan Documents or applicable law, including but not limited to foreclosure and sale of the Subject Property. Notwithstanding the foregoing, RMCRC shall not, without the prior written consent of the Subordinated Lender, increase the loan amount or increase the payments due under the Loan Documents with the exception of protective payments authorized by RMCRC's Deed of Trust, decrease the term

under the Loan Documents, or increase the interest rate under the Loan Documents.

b. It intentionally and unconditionally subordinates the lien or charge of the Subordinated Lender Trust Deed and the other Subordinated Lender Loan Documents in favor of the lien or charge upon the Subject Property set forth in the Loan Documents, and understands that in reliance upon, and in consideration of, this subordination, specific loans and advances are being and will be made under the Loan Documents and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for the reliance upon this subordination and this Agreement. Notwithstanding anything to the contrary in this Agreement or any other documents relating to the Subject Property, the Deed Restriction shall not be subordinate to RMCRC's Loan Documents.

c. It may not amend, restate or modify the Deed Restriction attached hereto as Exhibit "B" without the prior written consent of RMCRC, and any amendment, restatement or other modification of the Deed Restriction without RMCRC's prior written consent will be null, void and of no effect.

4. The parties agree that if Borrower is in violation of the provisions of the Deed Restriction after the expiration of any notice or cure period relating thereto, Subordinated Lender may (a) may file a lawsuit or other action against Borrower for specific performance of the Deed Restriction (to which Borrower acknowledges and agrees that a violation of the Deed Restriction constitutes irreparable harm to Subordinated Lender for which a specific enforcement action is appropriate); and/or (b) accelerate the Subordinated Lender Note and may commence collection actions or proceedings against Borrower for amounts owing under the Subordinated Lender Note; provided, however, in no event shall such specific performance or collection actions or proceedings (a) assert, claim as a remedy, or relate to foreclosure of the Subject Property (whether judicially or non-judicially), or (b) affect in any way this subordination agreement and RMCRC's senior lien on the Subject Property, which shall at all times be senior and superior to the lien of Subordinated Lender on the Subject Property.

5. All notices expressly provided hereunder to be given shall be in writing and shall be (i) hand-delivered, effective upon receipt, (ii) sent by United States Express Mail or by private overnight courier, effective upon receipt, or (iii) served by certified mail. Any such notice or demand served by certified mail, return receipt requested, shall be deposited in the United States mail, with postage thereon fully prepaid and addressed to the party so to be served at its address stated below or at such other address of which said party shall have theretofore notified in writing, as provided above, the party giving such notice. Service of any such notice or demand so made shall be deemed effective on the day of actual delivery as shown by the addressee's return receipt or the expiration of three (3) business days after the date of mailing, whichever is the earlier in time. Notices to be served hereunder shall be addressed to the appropriate address set forth below, or at such other place as the parties may from time to time designate in writing by ten (10) days prior written notice thereof:

If to Subordinated Lender:

Michael Gallegos, Director
Salt Lake County Housing and Community Development
2001 South State Street, S2100
Salt Lake City, Utah 84190

If to RMCRC:

ROCKY MOUNTAIN COMMUNITY REINVESTMENT
CORPORATION
Attn: Chief Credit Officer
64 East Winchester Street, Suite 330
Salt Lake City, Utah 84107

6. This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Utah, without giving effect to conflicts of laws principles.

7. This Agreement may be signed in multiple counterparts with the same effect as if all signatories had executed the same instrument.

8. This Agreement shall be construed as a whole in accordance with its fair meaning and in accordance with governing law. This Agreement has been negotiated by each of the parties (or their respective counsel), and the language of the Agreement shall not be construed for or against any particular party.

9. This Agreement constitutes the entire agreement and understanding of and between the parties in relation to matters described herein and supersedes and cancels any prior agreements between RMCRC and Subordinated Lender as to the matters set forth herein. No statements, representations, inducements or promises other than as expressly set forth herein have been given or received by any of the parties (nor by their respective agents, employees, attorneys or representatives) in return for the same. All negotiations, oral conversations, statements, representations and/or agreements leading up to the execution of this Agreement are merged herewith and shall not be the basis for any legal rights, claims or defenses in relation to any litigation or otherwise. No parole or extrinsic evidence may be used to contradict any of the terms of this Agreement. Any amendment to this Agreement must be in writing, signed by duly authorized representatives of the parties hereto, and specifically state the intent of the parties to amend this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

SUBORDINATED LENDER:

**SALT LAKE COUNTY HOUSING AND
COMMUNITY DEVELOPMENT**

By *Dina Blaes*
Dina Blaes
Its: Director

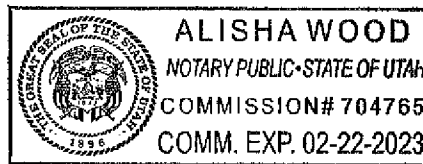
STATE OF UTAH)
wasatch : ss.
COUNTY OF ~~SALT LAKE~~)

The foregoing instrument was acknowledged before me this *30th* day of August, 2022, by Michael Gallegos, Director of Salt Lake County Housing and Community Development.

Alisha Wood
Notary Public

My Commission Expires:

2/22/23



Reviewed and Advised as to Form and Legality:

**John E.
Diaz**


Digitally signed by
John E. Diaz
Date: 2022.08.26
11:58:00 -06'00'

John E. Diaz
Deputy District Attorney
Salt Lake County

[Salt Lake County Signature Page to Subordination Agreement]

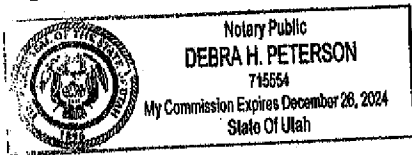
RMCRC:

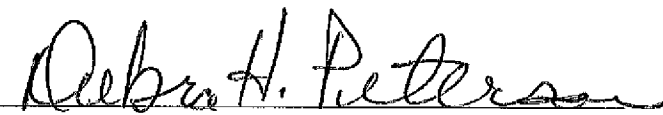
**ROCKY MOUNTAIN COMMUNITY
REINVESTMENT CORPORATION**

By 
John Montgomery
Its: Chief Credit Officer

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

The foregoing instrument was acknowledged before me this 29th day of August, 2022,
by John Montgomery, Chief Credit Officer of Rocky Mountain Community Reinvestment
Corporation.




Notary Public

My Commission Expires:

December 26, 2024

ACKNOWLEDGED AND CONSENTED to as of this 31 day of August, 2022.

BORROWER:

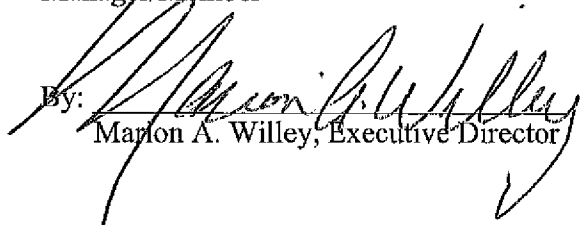
DOMINGUEZ PARK III ASSOCIATES, LLC,
a Utah limited liability company

By: Dominguez Park III Management, LLC,
a Utah limited liability company

Its: Managing Member

By: Utah Non-Profit Housing Corporation,
a Utah nonprofit corporation

Its: Manager/Member

By: 
Marion A. Willey, Executive Director

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

The foregoing instrument was acknowledged before me on August 31, 2022, by Marion A. Willey, as Executive Director of Utah Non-Profit Housing Corporation, a Utah nonprofit corporation, the Manager/Member of Dominguez Park III Management, LLC, a Utah limited liability company, the Managing Member of Dominguez Park III Associates, LLC, a Utah limited liability company.


Notary Public

My Commission Expires:

1-8-2024

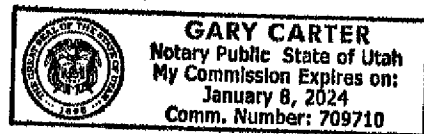


EXHIBIT A

(Legal Description of the Subject Property)

PARCEL 1:

A part of the Southeast quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point in the West line of 700 West Street, being South 89°55'00" West 206.07 feet and North 00°02'30" West 1204.454 feet and South 89°57'30" West 33.00 feet from the Southeast corner of said Section 35, and running thence South 89°57'30" West 30.00 feet; thence South 82°21'49" West 30.27 feet; thence South 89°57'30" West 405.00 feet; thence South 00°02'30" East 32.00 feet; thence South 89°57'30" West 303.23 feet; thence North 220.19 feet; thence North 89°57'30" East 608.07 feet; thence North 00°02'30" West 50.00 feet; thence North 89°57'30" East 160.00 feet to the West line of 700 West Street; thence South 00°02'30" East 234.19 feet along said West line of street to the point of beginning.

LESS AND EXCEPTING THEREFROM any portion lying within the bounds of 3940 South Street.

PARCEL 1A:

A right-of-way and utility easement described as follows:

Beginning at a point South 89°55'00" West 206.07 feet and North 00°02'30" West 1168.454 feet and South 89°57'30" West 33.0 feet from the Southeast corner of said Section 35, and running thence South 89°57'30" West 465.0 feet; thence North 00°02'30" West 32.0 feet; thence North 89°57'30" East 405.0 feet; thence North 82°21'40" East 30.27 feet; thence North 89°57'30" East 30.00 feet to the West line of 700 West Street; thence South 00°02'30" East 36.0 feet along said West line to the point of beginning.

EXHIBIT B

(Deed Restriction)

See Attached.

[Exhibit B to Subordination Agreement]

3-1

WHEN RECORDED RETURN TO:

SALT LAKE COUNTY
2001 South State Street #S2100
Salt Lake City, Utah 84190
Attention: Randy Jepperson

Salt Lake City Ut

Space Above This Line

9305864
02/23/2005 03:13 PM \$15.00
Book - 9097 Pg - 2816-2818
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SALT LAKE COUNTY
2001 S STATE S2100
SALT LAKE CITY UT 84190
BY: JLJ, DEPUTY - WI 3 P.

DEED RESTRICTION

THIS DEED RESTRICTION (the "Restriction") is made and effective as of 10th day of February 2005, by DOMINIQUEZ PARK III ASSOCIATES, LLC, a limited liability company licensed in the State of Utah, whose address is 756 South 200 East, Salt Lake City, Utah 84111 ("GRANTEE"), 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 84190 (the "COUNTY").

WHEREAS, the GRANTEE owns certain real property located at 3970 South 700 West in Salt Lake County, Utah as more fully described on Exhibit "A" attached hereto and incorporated herein (the "Property");

WHEREAS, the GRANTEE has caused certain housing units to be constructed on the Property;

WHEREAS, the GRANTEE and the COUNTY have entered into that certain SUBGRANT Agreement (BV04113c) dated July 1, 2004, 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 GRANTEE, on the condition that GRANTEE agreed to record against the Property a deed restriction in the form hereof;

NOW, THEREFORE, GRANTEE hereby agrees as follows for the benefit of the COUNTY:

1. Restriction. GRANTEE agrees 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 GRANTEE with a Notice of Project Closeout (as such term is defined in the Agreement). The GRANTEE 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 ten years from the Commencement Date, this Restriction shall automatically terminate without need for any other documentation, notice or recorded material. Nevertheless, the GRANTEE 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, against the GRANTEE 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.

BK 9097-PG-2816

GRANTEE

[Handwritten signature]

STATE OF UTAH)

COUNTY OF Salt Lake)

: ss.

On the 10 day of Feb., 2007, personally appeared before me Myrna F. Wolf, who being by me, duly sworn, did say that s/he is the Exec. Dir, a Utah non profit, and that the foregoing instrument was signed by him on behalf of said body by authority of a Resolution, and the said Exec. Dir acknowledged to me that said body executed the same.

[Handwritten signature: Myrna F. Wolf]

Notary Public

Residing in Salt Lake County

My Commission Expires:

10/10/08



BK-9097-PG 2817

EXHIBIT "A"

That certain property located in Salt Lake County, Utah and described as follows:

PARCEL ID #15-35-400-061-0000

Parcel 1:

A part of the Southeast Quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point in the West line of 700 West Street, being South 89° 55' 00" West 206.07 feet and North 0° 02' 30" West 1204.454 feet and South 89° 57' 30" West 33.00 feet from the Southeast corner of said Section 35; and running thence South 89° 57' 30" West 30.00 feet; thence South 82° 21' 49" West 30.27 feet; thence South 89° 57' 30" West 405.00 feet; thence South 0° 02' 30" East 32.00 feet; thence South 89° 57' 30" West 303.23 feet; thence North 220.19 feet; thence North 89° 57' 30" East 608.07 feet; thence North 0° 02' 30" West 50.00 feet; thence North 89° 57' 30" East 160.00 feet to the West line of 700 West Street; thence South 0° 02' 30" East 234.19 feet along said West line of street to the point of beginning.

Parcel 2:

Together with a right-of-way and utility easement described as follows: Beginning at a point South 89° 55' 00" West 206.07 feet and North 0° 02' 30" West 1168.454 feet and South 89° 57' 30" West 33.0 feet from the Southeast corner of said Section 35; and running thence South 89° 57' 30" West 465.0 feet; thence North 0° 02' 30" West 32.0 feet; thence North 89° 57' 30" East 405.0 feet; thence North 82° 21' 40" East 30.27 feet; thence North 89° 57' 30" East 30.00 feet to the West line of 700 West Street; thence South 0° 02' 30" East 36.0 feet along said West line to the point of beginning.

Said property is also known by the street address of:
3970 South 700 West, Salt Lake City, UT 84123

BK-9097 PG 2818