January 14, 2022

Snow College – Long-term Lease for Richfield Housing

Board Policy R705, *Leased Space*, requires the Board to approve institutional leases that commit the institution for ten or more years. Snow College requests Board approval to lease 138 beds from a private developer to provide housing for students at the Richfield campus for $748,000 a year with a 3% annual escalation for 15 years. This request would establish the first college-offered student housing at the Richfield campus. The college plans to fund $100,000 of the annual lease payment for 10 years with funds from the Sevier County Reinvestment Agency, contingent on the agency's tax increment from the Sigurd Solar Community Reinvestment Project.

Additional information about this request may be found in the attached overview from the institution and accompanying materials.

**Commissioner's Recommendation**

The Commissioner recommends the Board carefully review this request and determine whether to approve the long-term lease.

**Attachments**
SNOW COLLEGE

SUBJECT
Lease agreement for student housing in Richfield

APPLICABLE STATUTE, RULE, OR POLICY
Utah Board of Higher Education Policy R705-3

BACKGROUND/DISCUSSION
Snow College recognizes the need for student housing at the Richfield campus. In February 2021, a feasibility study conducted by Method Studio was performed for a student housing facility to be built on campus. Method Studio a 32-bed facility could be built for approximately $3,000,000.

Snow College received a proposal from RM24, LLC to construct a student housing unit off-campus. RM24 would lease the facility to Snow College. Upon completion of the lease term, RM24 would retain ownership of the facility and could negotiate an additional lease agreement with Snow College.

Snow College requests approval for leasing 138 beds for student housing near the Richfield campus. The lease term would be for 15 years and require annual payments of $748,000. The lease shall be subject to an increase of 3% per year.

Snow College received a letter of support from the Sevier County Reinvestment Agency, committing approximately $1,000,000 to the project. The Reinvestment Agency has reiterated their support for this project and would allow Snow College to use the funding towards the lease payments.

Snow College signed a contract to host summer camps for the Church of Jesus Christ of Latter-day Saints. Projected net revenue from these summer camps will cover the remaining lease payment cost.

IMPACT
The proposed project would provide 106 more beds for students than the original project considered by Snow College. This housing project is critical for the development of the Richfield Campus.

ATTACHMENTS
Attachment 1 – Proposed lease agreement
Attachment 2 – Sevier County Reinvestment Agency letter
Attachment 3 – Pro Forma
Attachment 4 – Proposed project design
Attachment 5 – Method Studio feasibility study
Attachment 6 – Richfield student housing demand
COMMERCIAL LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") made this ______ day of __________, 2022 ("the Execution Date"), by and between RM24, LLC AND/OR ASSIGN (the "Lessor"), a limited liability company organized and existing under the laws of the State of Utah, and SNOW COLLEGE (the "Lessee"), an educational institution owned and operated by the State of Utah, with its head offices located at Ephraim, Utah.

NOW THEREFORE; Lessor, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Lessee, does hereby lease to the Lessee and the Lessee does hereby lease and take from the Lessor the property described as Premises as of the Commencement Date.

1. EXECUTION DATE

The "Execution Date" of this Agreement is the date wherefrom all the terms and conditions as set forth herein shall be binding upon the parties.

2. PREMISES

The "Premises" shall be used to define the Real Property to be newly constructed by Lessor for service as of the Commencement Date and shall be more particularly described as follows:

Address: Approximately 350 West Cove View Drive, Richfield, Utah

Building: A multi-level residential building or buildings, being comprised of 23 student living units with each having not more than three bedrooms and three bathrooms, accommodating up to a total of 138 beds; and also, a single resident-manager living unit with two bedrooms and two bathrooms; for a total of 24 living units.

Site Improvements: An uncovered parking lot, providing spaces at a rate of not less than 0.5 spaces per student bed; and also, other site improvements in conformance to the Richfield City RM24 zoning ordinance.

3. MUTUAL UNDERSTANDING OF COMMITMENTS

Lessor hereby recognizes the seasonal nature of Lessee's operations and the time sensitive desire and need for up to 60 student beds with a Commencement Date as early as possible, preferably within the year 2022.

Lessee hereby recognizes that the building design necessary for student housing is singular in use with little variability, and Lessor shall in fulfillment of the terms of this Agreement make substantial monetary and opportunity investments in the construction of Premises without remuneration prior to a Commencement Date, and as such shall be duly motivated by fiduciary duty to itself and Lessee to complete construction in a timely manner.

Furthermore, the parties mutually recognize the extreme volatility in the current construction industry due to uncontrollable factors such as material shortages, labor shortages, supply chain challenges, financing complexities, inflation, and other factors which are beyond Lessor's control and make it difficult to project construction costs and timelines, especially prior to a final design of Premises.
4. RESPONSIBILITY FOR DESIGN AND CONSTRUCTION

Lessor shall be responsible to direct and obtain all designs, engineering, certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit and construct the Premises. Lessor shall submit the designs and plans for improvements to Lessee for general review and acceptance, and Lessee shall review the designs created by Lessor in a timely manner that shall not hinder or slow the ability of Lessor to meet the Commencement Date. All general designs and improvements of Premises shall be mutually agreeable to both parties.

Lessor shall be responsible to determine the most efficient manner in which to deliver Premises to Lessee, and may organize and direct construction in phases per the Commencement Date. The selection of contractors, subcontractors, suppliers, and all professionals associated with the improvement and construction of Premises shall be the responsibility of Lessor, and all costs associated with the design, construction, and delivery of the Premises shall be the responsibility of Lessor.

5. COMMENCEMENT DATE

The "Commencement Date" shall be the date Lessor receives a Certificate of Occupancy from Richfield City after construction completion of not less than eleven (11) student living units of up to 66 beds, and a single resident-manager living unit, with necessary parking, which date shall not be later than the 30th day of December, 2022. Also, Lessor shall construct and receive a Certificate of Occupancy from Richfield City for any remaining living units that constitutes the entire Premises not later than 31st day of August, 2023.

Notwithstanding the above dates, and in recognition of the mutual understandings of Section 3, this Agreement shall not be rendered void or terminated by the inability of Lessor to deliver Premises as set forth above, nor shall the terms herein be subjected to change or renegotiation unless mutually agreeable to both parties.

6. LEASE TERM

The term of this Lease shall begin on the first Commencement Date and shall continue for a period of 180 months. The parties hereto may elect to extend this Agreement upon such terms and conditions as may be agreed upon in writing and signed by the parties at the time of any such extension.

7. RENT

The Lessee agrees to pay the Lessor and the Lessor agrees to accept, during the Lease Term hereof, at such place as the Lessor shall from time to time direct by notice to the Lessee, rent at the following rates and times:

a. Annual Rent: Annual rent for the Premises during the term of the Lease shall be Seven Hundred Forty-Eight Thousand Dollars ($748,000.00). The Annual Rent amount shall be subject to an increase of 3% per year to be applied beginning on the first day of January of the year following the Commencement Date.

b. Payment of Annual Rent: The annual rent shall be payable in advance in equal monthly installments of one-twelfth (1/12th) of the total yearly rent, which installment shall be $62,333.00, payable on the first day of each and every calendar month during the term hereof. Reference to annual rent herein shall not be implied or construed to the effect that this Lease or the obligation to pay rent hereunder is from year to year, or for any term shorter than the existing Lease term, plus any extensions as may be agreed upon.
c. **Pro-rata Rent Calculation:** In the event the Commencement Date shall proceed in phases per Section 5, the Payment of Annual Rent shall be calculated pro-rata until all phases are complete, according to the number of living units completed and delivered to Lessee for use plus an additional 46% of the Annual Rent payment to cover site improvements. Example: If 12 of the 24 living units designed for the Premises are delivered to Lessee on December 31, 2022, the subsequent rental payment for January 2023 shall be $45,504.00 (being calculated $31,167.00 + $14,337.00 = $45,504.00). When the remaining living units are delivered to Lessee, the remaining portion of the annual rent payment shall commence. Furthermore, if the Commencement Date or subsequent delivery of phased units occurs mid-month, then on the first day of the calendar month immediately following the Commencement Date or subsequent phase delivery date, the Lessee shall also pay to the Lessor rent for any pro-rata per day portion of the preceding calendar month included in the term of this Lease.

d. **Annual Rent Redetermination:** In recognition of the absence of final designs upon the Execution Date, and the uncontrollable factors and potential challenges identified in Section 3, Lessee agrees that the Annual Rent stipulated in Section 7(a) shall be subject to one redetermination increase by Lessor. The redetermined rent increase shall be submitted to Lessee not later than one week after receipt of a building permit for premises, and shall in no case exceed an increase of 15%.

e. **Sub-lease Contingent:** Calculation or payment of the Annual Rent shall in no way be dependent upon or contingent to Lessee’s ability to sub-lease Premises to its student tenants during the Term of this Agreement, and Lessee shall in no way withhold or delay Payment of Annual Rent based on an occupancy that is less than 100%.

8. **RESPONSIBILITY OF PERSONAL PROPERTY**

All items of Personal Property that may be necessary for use of Premises shall be the responsibility of Lessee.

9. **USE OF PROPERTY BY LESSEE**

The leased Premises may be used by Lessee solely and exclusively as a student housing facility to be sub-leased to its attending students and managers. Nothing herein shall give Lessee the right to use the property for any other purpose.

10. **RESTRICTIONS ON USE**

Lessee shall not use the premises in any manner that will increase risks covered by insurance on the premises and result in an increase in the rate of insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Lessee’s business purposes. Lessee shall not keep, use, or sell anything prohibited by any policy of fire insurance covering the premises, and shall comply with all requirements of the insurers applicable to the premises necessary to keep in force the fire and liability insurance.

11. **WASTE, NUISANCE, OR UNLAWFUL ACTIVITY**

Lessee shall not allow any waste or nuisance on the premises or use or allow the premises to be used for any unlawful purpose.

12. **TAXES**
a. **Property Taxes:** The Lessee shall be liable for all taxes levied against any leasehold interest of the Lessee or personal property and trade fixtures owned or placed by the Lessee in the Leased Premises.

b. **Real Estate Taxes:** During the continuance of this lease Lessor shall deliver to Lessee a copy of any real estate taxes and assessments against the Leased Property. From and after the Commencement Date, the Lessee shall pay to Lessor not later than 30 days after the day on which the same may become initially due, all real estate taxes and assessments applicable to the Leased Premises, together with any interest and penalties lawfully imposed thereon as a result of Lessee's late payment thereof, which shall be levied upon the Leased Premises during the term of this Lease.

c. **Contest of Taxes:** The Lessee, at its own cost and expense, may, if it shall in good faith so desire, contest by appropriate proceedings the amount of any personal or real property tax. The Lessee may, if it shall so desire, endeavor at any time or times, by appropriate proceedings, to obtain a reduction in the assessed valuation of the Leased Premises for tax purposes. In any such event, if the Lessor agrees, at the request of the Lessee, to join with the Lessee at Lessee's expense in said proceedings and the Lessor agrees to sign and deliver such papers and instruments as may be necessary to prosecute such proceedings, the Lessee shall have the right to contest the amount of any such tax and the Lessee shall have the right to withhold payment of any such tax, if the statute under which the Lessee is contesting such tax so permits.

d. **Payment of Ordinary Assessments:** The Lessee shall pay all assessments, ordinary and extraordinary, attributable to or against the Leased Premises not later than 30 days after the day on which the same became initially due. The Lessee may take the benefit of any law allowing assessments to be paid in installments and in such event the Lessee shall only be liable for such installments of assessments due during the term hereof.

e. **Changes in Method of Taxation:** Lessor and Lessee further agree that if at any time during the term of this Lease, the present method of taxation or assessment of real estate shall be changed so that the whole or any part of the real estate taxes, assessment or governmental impositions now levied, assessed or imposed on the Leased Premises shall, in lieu thereof, be assessed, levied, or imposed wholly or in part, as a capital levy or otherwise upon the rents reserved herein or any part thereof, or as a tax, corporation franchise tax, assessment, levy or charge, or any part thereof, measured by or based, in whole or in part, upon the Leased Premises or on the rents derived therefrom and imposed upon the Lessor, then the Lessee shall pay all such taxes, assessments, levies, impositions, or charges. Nothing contained in this Lease shall require the Lessee to pay an estate, inheritance, succession, capital levy, corporate franchise, gross receipts, transfer or income tax of the Lessor, nor shall any of the same be deemed real estate taxes as defined herein unless the same be imposed in lieu of the real estate taxes.

13. **UTILITIES**

Lessee shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Lessee's use of the Leased Premises, whether or not the cost thereof be a charge or imposition against the Leased Premises.

14. **OBLIGATIONS FOR REPAIRS**

   a. **Lessor's Repairs:** Subject to any provisions herein to the contrary, and except for maintenance or replacement necessitated as the result of the act of sub-Lessees, licensees
or contractors, the Lessor shall be required to repair defects, deficiencies, deviations or failures of materials or workmanship in the building during the first 12 months of the term hereof.

b. **Lessees' Repairs:** The Lessee shall repair and maintain the Leased Premises in good order and condition for the term hereof following the first 12 months of the term, except for reasonable wear and tear, the repairs required of Lessor pursuant hereto, and maintenance or replacement necessitated as the result of the act or omission or negligence of the Lessor, its employees, agents, or contractors.

c. **Requirements of the Law:** The Lessee agrees that if any federal, state or municipal government or any department or division thereof shall condemn the Leased Premises or any part thereof as not in conformity with the laws and regulations relating to the construction thereof as of the Commencement Date with respect to conditions latent or otherwise which existed on the Commencement Date, or, with respect to items which are the Lessor's duty to repair pursuant to Section a) and c) of this Article; and such federal, state or municipal government or any other department or division thereof, has ordered or required, or shall hereafter order or require, any alterations or repairs thereof or installations and repairs as may be necessary to comply with such laws, orders or requirements (the validity of which the Lessee shall be entitled to contest); and if by reason of such laws, orders or the work done by the Lessor in connection therewith, the Lessee is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, the Lessee shall be deprived as a result thereof, and the Lessor shall be obligated to make such repairs, alterations or modifications at Lessor's expense. All such rebuilding, altering, installing and repairing shall be done in accordance with Plans and Specifications approved by the Lessee, which approval shall not be unreasonably withheld. If, however, such condemnation, law, order or requirement, as in this Article set forth, shall be with respect to an item which shall be the Lessee's obligation to repair pursuant to Section b) of this Article 9 or with respect to Lessee's own costs and expenses, no abatement or adjustment of rent shall be granted; provided, however, that Lessee shall also be entitled to contest the validity thereof.

d. **LESSEE'S Alterations:** The Lessee shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Lessee shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Lessee may make structural alterations and additions to the Leased Premises provided that Lessee has first obtained the consent thereto of the Lessor in writing. The Lessor agrees that it shall not withhold such consent unreasonably. The Lessor shall execute and deliver upon the request of the Lessee such instrument or instruments embodying the approval of the Lessor which may be required by the public or quasi public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes and/or installations in, to or upon the Leased Premises and the Lessee agrees to pay for such licenses or permits.

e. **Permits and Expenses:** Each party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party hereto shall give written notice to the other party of any repairs required of the other pursuant to the provisions of this Article and the party responsible for said repairs agrees promptly to commence such repairs and to prosecute the same to completion diligently, subject, however, to the delays occasioned by events beyond the control of such party.

f. Each party agrees to pay promptly when due the entire cost of any work done by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens for labor and materials. Each party further agrees to hold harmless and indemnify the other party from and
against any and all injury, loss, claims or damage to any person or property occasioned by or arising out of the doing of any such work by such party or its employees, agents or contractors. Each party further agrees that in doing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

15. LESSEE'S COVENANTS

Lessee covenants and agrees as follows:

a. To procure any licenses and permits required for any use made of the Leased Premises by Lessee, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Lessor the Leased Premises in good order, repair and condition in all respects; excepting only damage by fire and casualty covered by Lessee's insurance coverage, structural repairs (unless Lessee is obligated to make such repairs hereunder) and reasonable wear and tear;

b. To permit Lessor and its agents to examine the Leased Premises at reasonable times and to show the Leased Premises to prospective purchasers of the Building and to provide Lessor, if not already available, with a set of keys for the purpose of said examination, provided that Lessor shall not thereby unreasonably interfere with the conduct of Lessee's business;

c. To permit Lessor to enter the Leased Premises to inspect such repairs, improvements, alterations or additions thereto as may be required under the provisions of this Lease. If, as a result of such repairs, improvements, alterations, or additions, Lessee is deprived of the use of the Leased Premises, the rent shall be abated or adjusted, as the case may be, in proportion to that time during which, and to that portion of the Leased Premises of which, Lessee shall be deprived as a result thereof.

16. INDEMNITY BY LESSEE

The Lessee shall save Lessor harmless and indemnify Lessor from all injury, loss, claims or damage to any person or property while on the Leased Premises, unless caused by the willful acts or omissions or gross negligence of Lessor, its employees, agents, licensees or contractors. Lessee shall maintain, with respect to the Leased Premises, public liability insurance with limits of not less than [AMOUNT] for injury or death from one accident and [AMOUNT] property damage insurance, insuring Lessor and Lessee against injury to persons or damage to property on or about the Leased Premises. A copy of the policy or a certificate of insurance shall be delivered to Lessor on or before the commencement date and no such policy shall be cancelable without [NUMBER] days prior written notice to Lessor.

17. SIGNAGE

a. Exterior Signs: Lessee shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect and thereafter, to repair or replace, if it shall so elect signs on any portion of the Leased Premises, providing that Lessee shall remove any such signs upon termination of this lease, and repair all damage occasioned thereby to the Leased Premises.

b. Interior Signs: Lessee shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place and install its usual and customary signs and fixtures in the interior of the Leased Premises.
18. INSURANCE

a. **Insurance Proceeds:** In the event of any damage to or destruction of the Leased Premises, Lessee shall adjust the loss and settle all claims with the insurance companies issuing such policies. The parties hereto do irrevocably assign the proceeds from such insurance policies for the purposes hereinafter stated to any institutional first mortgagee or to Lessor and Lessee jointly, if no institutional first mortgagee then holds an interest in the Leased Premises. All proceeds of said insurance shall be paid into a trust fund under the control of any institutional first mortgagee, or of Lessor and Lessee if no institutional first mortgagee then holds an interest in the Leased Premises, for repair, restoration, rebuilding or replacement, or any combination thereof, of the Leased Premises or of the improvements in the Leased Premises. In case of such damage or destruction, Lessor shall be entitled to make withdrawals from such trust fund, from time to time, upon presentation of:

i. bills for labor and materials expended in repair, restoration, rebuilding or replacement, or any combination thereof;

ii. Lessor’s sworn statement that such labor and materials for which payment is being made have been furnished or delivered on site; and

iii. the certificate of a supervising architect (selected by Lessor and Lessee and approved by an institutional first mortgagee, if any, whose fees will be paid out of said insurance proceeds) certifying that the work being paid for has been completed in accordance with the Plans and Specifications previously approved by Lessor, Lessee and any institutional first mortgagee in a first class, good and workmanlike manner and in accordance with all pertinent governmental requirements.

Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement or any combination thereof shall be the sole property of Lessor subject to any rights therein of Lessor's mortgagee, and if the proceeds necessary for such repair, restoration, rebuilding or replacement, or any combination thereof shall be inadequate to pay the cost thereof, Lessee shall suffer the deficiency.

b. **Subrogation:** Lessor and Lessee hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of Lessee’s property, even if such loss or damage shall have been caused by the fault or negligence of the other party.

c. **Contribution:** Lessee shall reimburse Lessor for all insurance premiums connected with or applicable to the Leased Premises for whatever insurance policy the Lessor, at its sole and exclusive option, should select.

19. DAMAGE TO PREMISES

a. **Abatement or Adjustment of Rent:** If the whole or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty after the execution of this Lease and before the termination hereof, then in every case the rent reserved in Section 4 herein and other charges, if any, shall be abated or adjusted, as the case may be, in proportion to that portion of the Leased Premises of which Lessee shall be deprived on account of such damage or destruction and the work of repair, restoration, rebuilding, or replacement or any combination thereof, of the improvements so damaged or destroyed, shall in no way be construed by any person to effect any reduction of sums or proceeds payable under any rent insurance policy.
b. **Repairs and Restoration:** Lessor agrees that in the event of the damage or destruction of the Leased Premises, Lessor forthwith shall proceed to repair, restore, replace or rebuild the Leased Premises (excluding Lessee's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Lessor thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of Lessor. Notwithstanding the foregoing, if Lessor does not either obtain a building permit within 90 days of the date of such damage or destruction, or complete such repairs, rebuilding or restoration within 3 months of such damage or destruction, then Lessee may at any time thereafter cancel and terminate this Lease by sending 90 days written notice thereof to Lessor, or, in the alternative, Lessee may, during said 90 day period, apply for the same and Lessor shall cooperate with Lessee in Lessee's application. Notwithstanding the foregoing, if such damage or destruction shall occur during the last year of the term of this Lease, or during any renewal term, and shall amount to [20%] or more of the replacement cost, (exclusive of the land and foundations), this Lease, may be terminated at the election of either Lessor or Lessee, provided that notice of such election shall be sent by the party so electing to the other within days after the occurrence of such damage or destruction. Upon termination, as aforesaid, by either party hereto, this Lease and the term thereof shall cease and come to an end, any unearned rent or other charges paid in advance by Lessee shall be refunded to Lessee, and the parties shall be released hereunder, each to the other, from all liability and obligations hereunder thereafter arising.

20. **CONDEMNATION**

a. **Total Taking:** If, after the execution of this Lease and prior to the expiration of the term hereof, the whole of the Leased Premises shall be taken under power of eminent domain by any public or private authority, or conveyed by Lessor to said authority in lieu of such taking, then this Lease and the term hereof shall cease and terminate as of the date when possession of the Leased Premises shall be taken by the taking authority and any unearned rent or other charges, if any, paid in advance, shall be refunded to Lessee.

b. **Partial Taking:** If, after the execution of this Lease and prior to the expiration of the term hereof, any public or private authority shall, under the power of eminent domain, take, or Lessor shall convey to said authority in lieu of such taking, property which results in a reduction by [%] or more of the area in the Leased Premises, or of a portion of the Leased Premises that substantially interrupts or substantially obstructs the conducting of business on the Leased Premises; then Lessee may, at its election, terminate this Lease by giving Lessor notice of the exercise of Lessee's election within [NUMBER] days after Lessee shall receive notice of such taking. In the event of termination by Lessee of this Lease and the term hereof shall cease and terminate as of the date when possession shall be taken by the appropriate authority of that portion of the Entire Property that results in one of the above takings, and any unearned rent or other charges, if any, paid in advance by Lessee shall be refunded to Lessee.

c. **Restoration** In the event of a taking in respect of which Lessee shall not have the right to elect to terminate this Lease or, having such right, shall not elect to terminate this Lease, this Lease and the term thereof shall continue in full force and effect and Lessor, at Lessor's sole cost and expense, forthwith shall restore the remaining portions of the Leased Premises, including any and all improvements made theretofore to an architectural whole in substantially the same condition that the same were in prior to such taking. A just proportion of the rent reserved herein and any other charges payable by Lessee hereunder, according to the nature and extent of the injury to the Leased Premises and to Lessee's business, shall be suspended or abated until the completion of such restoration and thereafter the rent and any other charges shall be reduced in proportion to the square footage of the Leased Premises remaining after such taking.
d. **The Award:** All compensation awarded for any taking, whether for the whole or a portion of the Leased Premises, shall be the sole property of the Lessor whether such compensation shall be awarded for diminution in the value of, or loss of, the leasehold or for diminution in the value of, or loss of, the fee in the Leased Premises, or otherwise. The Lessee hereby assigns to Lessor all of Lessee's right and title to and interest in any and all such compensation. However, the Lessor shall not be entitled to and Lessee shall have the sole right to make its independent claim for and retain any portion of any award made by the appropriating authority directly to Lessee for loss of business, or damage to or depreciation of, and cost of removal of fixtures, personality and improvements installed in the Leased Premises by, or at the expense of Lessee, and to any other award made by the appropriating authority directly to Lessee.

e. **Release:** In the event of any termination of this Lease as the result of the provisions of this Section 20, the parties, effective as of such termination, shall be released, each to the other, from all liability and obligations thereafter arising under this lease.

**21. LESSOR'S REMEDIES**

In the event that:

a. Lessee shall on three or more occasions be in default in the payment of rent or other charges herein required to be paid by Lessee (default herein being defined as payment received by Lessor ten or more days subsequent to the due date), regardless of whether or not such default has occurred on consecutive or non-consecutive months; or

b. Lessee has caused a lien to be filed against the Lessor's property and said lien is not removed within 90 days of recordation thereof; or

c. Lessee shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Lessee hereunder for a period of 30 days after notice to Lessee in writing of such default (or if such default shall reasonably take more than 30 days to cure, Lessee shall not have commenced the same within the 30 days and diligently prosecuted the same to completion); or

d. 30 days have elapsed after the commencement of any proceeding by or against Lessee, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of Lessee's covenants and obligations hereunder are being performed by or on behalf of Lessee); then Lessor shall be entitled to its election (unless Lessee shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:

i. Terminate this Lease by giving Lessee notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the term of this Lease, and all rights of Lessee under this Lease and in and to the Premises shall expire and terminate, and Lessee shall remain liable for all obligations under this Lease arising up to the date of such termination, and Lessee shall surrender the Premises to Lessor on the date specified in such notice; or
ii. Terminate this Lease as provided herein and recover from Lessee all damages Lessor may incur by reason of Lessee's default, including, without limitation, a sum which, at the date of such termination, represents the then value of the excess, if any, of (a) the Minimum Rent, Percentage Rent, Taxes and all other sums which would have been payable hereunder by Lessee for the period commencing with the day following the date of such termination and ending with the date herein before set for the expiration of the full term hereby granted, over (b) the aggregate reasonable rental value of the Premises for the same period, all of which excess sum shall be deemed immediately due and payable; or

iii. Without terminating this Lease, declare immediately due and payable all Minimum Rent, Taxes, and other rents and amounts due and coming due under this Lease for the entire remaining term hereof, together with all other amounts previously due, at once; provided, however, that such payment shall not be deemed a penalty or liquidated damages but shall merely constitute payment in advance of rent for the remainder of said term. Upon making such payment, Lessee shall be entitled to receive from Lessor all rents received by Lessor from other assignees, Lessees, and sub-Lessees on account of said Premises during the term of this Lease, provided that the monies to which Lessee shall so become entitled shall in no event exceed the entire amount actually paid by Lessee to Lessor pursuant to the preceding sentence less all costs, expenses and attorney's fees of Lessor incurred in connection with the reletting of the Premises; or

iv. Without terminating this Lease, and with or without notice to Lessee, Lessor may in its own name but as agent for Lessee enter into and upon and take possession of the Premises or any part thereof, and, at Lessor's option, remove persons and property there from, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of Lessee, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and Lessor may rent the Premises or any portion thereof as the agent of Lessee with or without advertisement, and by private negotiations and for any term upon such terms and conditions as Lessor may deem necessary or desirable in order to relet the Premises. Lessor shall in no way be responsible or liable for any rental concessions or any failure to rent the Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by Lessor from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by Lessor to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Premises as aforesaid, Lessor may grant rent concessions and Lessee shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to Lessor the entire sums then due from Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall, at Lessor's option, be calculated and paid monthly. No such reletting shall be construed as an election by Lessor to terminate this Lease unless a written notice of such election has been given to Lessee by Lessor. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

v. Without liability to Lessee or any other party and without constituting a constructive or actual eviction, suspend or discontinue furnishing or rendering to Lessee any property, material, labor, Utilities or other service, whether Lessor is obligated to furnish or render the same, so long as Lessee is in default under this Lease; or
vi. Allow the Premises to remain unoccupied and collect rent from Lessee as it comes due; or

vii. Foreclose the security interest described herein, including the immediate taking of possession of all property on or in the Premises; or

viii. Pursue such other remedies as are available at law or equity.

e. Lessor's pursuit of any remedy of remedies, including without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) sever as the basis for any claim of constructive eviction, or allow Lessee to withhold any payments under this Lease.

22. LESSOR'S SELF HELP

If in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed and shall not cure such default within 30 days after notice from Lessor specifying the default (or if such default shall reasonably take more than 30 days to cure, shall diligently prosecuted the same to completion), Lessor may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Lessee, and any amount paid or contractual liability incurred by Lessor in so doing shall be deemed paid or incurred for the account of Lessee and Lessee agrees to reimburse Lessor therefore and save Lessor harmless there from. Provided, however, that Lessor may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Lessee if any emergency situation exists, or after notice to Lessee, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Lessor's interest therein, or to prevent injury or damage to persons or property. If Lessee shall fail to reimburse Lessor upon demand for any amount paid for the account of Lessee hereunder, said amount shall be added to and become due as a part of the next payment of rent due and shall for all purposes be deemed and treated as rent hereunder.

23. LESSEE'S SELF HELP

If Lessor shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and if Lessor shall not cure such default within 90 days after notice from Lessee specifying the default (or, if such default shall reasonably take more than 90 days to cure, and Lessor shall not have commenced the same within 90 days and diligently prosecuted the same to completion), Lessee may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of Lessor and any amount paid or any contractual liability incurred by Lessee in so doing shall be deemed paid or incurred for the account of Lessor and Lessor shall reimburse Lessee therefore and save Lessee harmless there from. Provided, however, that Lessee may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Lessor if an emergency situation exists, or after notice to Lessor, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or Lessee's interest therein or to prevent injury or damage to persons or property. If Lessor shall fail to reimburse Lessee upon demand for any amount paid or liability incurred for the account of Lessor hereunder, said amount or liability may be deducted by Lessee from the next or any succeeding payments of rent due hereunder; provided, however, that should said amount or the liability therefore be disputed by Lessor, Lessor may contest its liability or the amount thereof, through arbitration or through a declaratory judgment action and Lessor shall bear the cost of the filing fees therefore.

24. TITLE
a. **Subordination:** Lessee shall, upon the request of Lessor in writing, subordinate this Lease to the lien of any present or future institutional mortgage upon the Leased Premises irrespective of the time of execution or the time of recording of any such mortgage. Provided, however, that as a condition to such subordination, the holder of any such mortgage shall enter first into a written agreement with Lessee in form suitable for recording to the effect that:

i. in the event of foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Lessee hereunder shall not be disturbed but shall continue in full force and effect so long as Lessee shall not be in default hereunder

ii. such holder shall permit insurance proceeds and condemnation proceeds to be used for any restoration and repair required by the provisions of this Agreement, respectively. Lessee agrees that if the mortgagee or any person claiming under the mortgagee shall succeed to the interest of Lessor in this Lease, Lessee will recognize said mortgagee or person as its Lessor under the terms of this Lease, provided that said mortgagee or person for the period during which said mortgagee or person respectively shall be in possession of the Leased Premises and thereafter their respective successors in interest shall assume all of the obligations of Lessor hereunder. The word “mortgage”, as used herein includes mortgages, deeds of trust or other similar instruments, and modifications, and extensions thereof. The term “institutional mortgage” as used in this Article 24 means a mortgage securing a loan from a bank or trust company, insurance company or pension trust or any other lender institutional in nature and constituting a lien upon the Leased Premises.

b. **Quiet Enjoyment:** Lessor covenants and agrees that upon Lessee paying the rent and observing and performing all of the terms, covenants and conditions on Lessee’s part to be observed and performed hereunder, that Lessee may peaceably and quietly have, hold, occupy and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Lessor or any persons lawfully claiming through Lessor.

c. **Zoning and Good Title:** Lessor warrants and represents, upon which warranty and representation Lessee has relied in the execution of this Lease, that Lessor is the owner of the Leased Premises.

d. **Licenses:** It shall be the Lessee’s responsibility to obtain any and all necessary licenses and the Lessor shall bear no responsibility therefore; the Lessee shall promptly notify Lessor of the fact that it has obtained the necessary licenses in order to prevent any delay to Lessor in commencing construction of the Leased Premises.

25. EXTENSIONS/WAIVERS/DISPUTES

a. **Extension Period:** Any extension hereof shall be subject to the provisions of Article c) hereof.

b. **Holding Over:** In the event that Lessee or anyone claiming under Lessee shall continue occupancy of the Leased Premises after the expiration of the term of this Lease or any renewal or extension thereof without any agreement in writing between Lessor and Lessee with respect thereto, such occupancy shall not be deemed to extend or renew the term of the Lease, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.
c. **Waivers:** Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion or a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

d. **Disputes:** It is agreed that, if at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of the said party to institute suit for the recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof, said party shall be entitled to recover such sum or so much thereof as it was not legally required to pay under the provisions of this Lease. If at any time a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the costs thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and shall survive the right on the part of the said party to institute suit for the recovery of the costs of such work. If it shall be adjudged that there was no legal obligation on the part of the said party to perform the same or any part thereof, said party shall be entitled to recover the costs of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this Lease and the amount so paid by Lessee may be withheld or deducted by Lessee from any rents herein reserved.

e. **Lessee's Right to cure Lessor's Default:** In the event that Lessor shall fail, refuse or neglect to pay any mortgages, liens or encumbrances, the judicial sale of which might affect the interest of Lessee hereunder, or shall fail, refuse or neglect to pay any interest due or payable on any such mortgage, lien or encumbrance, Lessee may pay said mortgages, liens or encumbrances, or interest or perform said conditions and charge to Lessor the amount so paid and withhold and deduct from any rents herein reserved such amounts so paid, and any excess over and above the amounts of said rents shall be paid by Lessor to Lessee.

f. **Notices:** All notices and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by certified mail, return receipt requested, postage prepaid, and any such notice or other communication shall be deemed to have been given when received by the party to whom such notice or other communication shall be addressed. If intended for Lessor the same will be mailed to the address herein above set forth or such other address as Lessor may hereafter designate by notice to Lessee, and if intended for Lessee, the same shall be mailed to Lessee at the address herein above set forth, or such other address or addresses as Lessee may hereafter designate by notice to Lessor.

26. **PROPERTY DAMAGE**
a. **Loss and Damage:** Notwithstanding any contrary provisions of this Lease, Lessor shall not be responsible for any loss of or damage to property of Lessee or of others located on the Leased Premises, except where caused by the willful act or omission or negligence of Lessor, or Lessor’s agents, employees or contractors, provided, however, that if Lessee shall notify Lessor in writing of repairs which are the responsibility of Lessor under Article VII hereof, and Lessor shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice and the occurrence of such failure, loss of or damage to Lessee’s property shall result from the condition as to which Lessor has been notified, Lessor shall indemnify and hold harmless Lessee from any loss, cost or expense arising there from.

b. **Force Majeure:** In the event that Lessor or Lessee shall be delayed or hindered in or prevented from the performance of any act other than Lessee’s obligation to make payments of rent, additional rent, and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

27. **ASSIGNMENT AND SUBLETTING**

Lessor reserves the right to assign this lease agreement without the consent of Lessee, which shall remain binding upon Lessee and the assigned party.

Under the terms and conditions hereunder, Lessee shall have the absolute right to sublet all or any portion of the Leased Premises to students attending its institutions provided that at the time of such sublease Lessee shall not be in default in the performance and observance of the obligations imposed upon Lessee hereunder.

28. **FIXTURES**

All personal property, furnishings and equipment presently and all other trade fixtures installed in or hereafter by or at the expense of Lessee and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Lessee’s business made to, in or on the Leased Premises by and at the expense of Lessee and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by Lessee, shall remain the property of Lessee and Lessee may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that Lessee, at its sole cost and expense, shall make any repairs occasioned by such removal.

29. **OPTION TO RENEW**

Lessor grants to Lessee an option to renew this lease agreement for a period of 10 years after expiration of the term of this Lease agreement at a rental of $84,000 per month, with all other terms and conditions of the renewal lease to be the same as those in this lease agreement. To exercise this option to renew, Lessee must give Lessor written notice of intention to do so at least 730 days before this lease agreement expires.

30. **ESTOPPEL CERTIFICATES**
At any time and from time to time, Lessor and Lessee each agree, upon request in writing from the other, to execute, acknowledge and deliver to the other or to any person designated by the other a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

31. INVALIDITY OF PARTICULAR PROVISION

If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

32. CAPTIONS AND DEFINITIONS OF PARTIES

The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. The word “Lessor” and the pronouns referring thereto, shall mean, where the context so admits or requires, the persons, firm or corporation named herein as Lessor or the mortgagee in possession at any time, of the land and building comprising the Leased Premises. If there is more than one Lessor, the covenants of Lessor shall be the joint and several obligations of each of them, and if Lessor is a partnership, the covenants of Lessor shall be the joint and several obligations of each of the partners and the obligations of the firm. Any pronoun shall be read in the singular or plural and in such gender as the context may require. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

33. RELATIONSHIP OF THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the parties hereto, it being understood and agreed that neither any provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Lessor and Lessee.

34. BROKERAGE

No party has acted as, by or through a broker in the effectuation of this Agreement, except as set out hereinafter.

35. ENTIRE AGREEMENT

This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be modified in any way except by a writing executed by both parties.

36. GOVERNING LAW
All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Utah. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in Utah.

37. LITIGATION

In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

If Lessor files an action to enforce any agreement contained in this lease agreement, or for breach of any covenant or condition, Lessee shall pay Lessor reasonable attorney fees for the services of Lessor's attorney in the action, all fees to be fixed by the court.

38. CONTRACTUAL PROCEDURES

Unless specifically disallowed by law, should litigation arise hereunder, service of process therefor may be obtained through certified mail, return receipt requested; the parties hereto waiving any and all rights they may have to object to the method by which service was perfected.

39. EXTRAORDINARY REMEDIES

To the extent cognizable at law, the parties hereto, in the event of breach and in addition to any and all other remedies available thereto, may obtain injunctive relief, regardless of whether the injured party can demonstrate that no adequate remedy exists at law.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written or have caused this Lease to be executed by their respective officers thereunto duly authorized.

LESSOR

Authorized Signature

Print Name and Title

LESSEE

Authorized Signature

Print Name and Title
February 9, 2021

Heidi Stringham
Assistant to the President
Snow College
800 West 200 South
Richfield UT 84701

RE: Funds for Student Housing from Sevier County Reinvestment Agency

Dear Heidi:

This letter is to express the Agency’s support and potential funding for the proposed student housing on the Richfield Campus.

In June 2019, the Agency created the Sigurd Solar Community Reinvestment Project Area to facilitate the development of a, 80-megawatt utility-scale solar project near Sigurd, Utah. This project is expected to bring about $84 million in new capital investment to Sevier County. In order to bring this project to Sevier County, the Agency has offered financial incentives to the developer through the use of tax increment financing. Both Sevier County and the Sevier School District have agreed to support this project. For its part, the Agency is required to set aside for affordable housing at least ten percent of all tax increment it receives. In this case, the taxing entities have agreed that the Agency may allocate 16 percent of the total tax increment toward affordable housing-to be used toward student housing for the Snow College Richfield Campus. Prior to 2019, expenditures of these Agency housing funds for student housing were not allowed under Utah law. Through the efforts of the Agency and of Utah Representative Derrin Owens, the legislature passed a bill that allows the housing set aside to be used for student housing on a higher education campus ($17C-1-412(1)(a)(xi)).

Based on the financial projections for the solar project, we estimate that a little over $1 million will become available over 15 years, and the Agency expects that money to be used for student housing as noted above. Because the revenues are solely dependent on the company developing

250 North Main Street, Richfield, UT 84701
the solar project and making property tax payments, the Agency can only provide housing funds as those annual payments are made. If the company fails to make a property tax payment, housing funds will not be available. Unfortunately, the Agency cannot guarantee the funds will be available every year or that the precise amount we are projecting will become available. Factors outside our control could affect the annual payments. Please know that as funds become available, the Agency intends to use those funds to support Snow College for student housing on the Richfield Campus. We will eventually need to execute a formal agreement between the two entities.

We look forward to supporting this important project in Richfield.

Best regards,

[Signature]
Malcolm R. Nash
Board Secretary

cc: Agency Board Members
     Adam Long, Smith Hartvigsen
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<th>Year 1</th>
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SNOW STUDENT HOUSING
A NEW STUDENT APARTMENT PROJECT IN RICHFIELD, UTAH

PRELIMINARY APPROVAL - 12-28-2021

VERSION 4 UNIT FLOOR PLAN

VERSION 1A - TYPICAL ELEVATIONS
new student housing feasibility report
LIST OF PROGRAM SPACES RECOMMENDED / ACCOMMODATED

Approach Narrative:

Snow College desired a facility with 50 beds and limited amenities working with a total budget of $2.5 million. After future design fees and soft costs are estimated and removed, it was understood that the remaining construction budget would need to be in the range of $2.2 million. Working with today’s market rates for inexpensive but quality wood construction, we have come to a conclusion that an estimated 32 beds can be afforded with the budget available. We arranged these beds into 4 and 8 bed suites to maximize our efficiency to accommodate the most beds per square foot of constructed building. Single bed units were most desirable to the college so we have arranged the beds in private and semi-private rooms to provide some variety and cost options for residents. Amenities have been kept to a minimum and we have only recommended what could be considered a baseline amount of common spaces for residents. See the list below for total spaces recommended for the floor plan.

32 total beds
Floor Plan Option 01
(3) 8-bed suites and (2) 4-bed suites w/ (1) furnace room each, accessible from hallway
Floor Plan Option 02
(2) 8-bed suites and (4) 4-bed suites w/ (1) furnace room each, accessible from hallway

Each 4-bed suite contains all single beds
Each 8-bed suite contains (4) single beds and (4) semi-private beds
All suite types provide (2) restrooms for residents
   (8) bed suites have all restroom sinks outside the shower/toilet rooms
   (4) bed suites have one sink inside and one sink outside the shower/toilet rooms

Common student lounge w/ TV and fireplace
Common laundry room with (4) washers and (4) dryers, counter for folding
(1) unisex public restroom for visitors
(1) admin office
Janitor sink/closet
Mechanical room
Electrical/telecom room
Semi-enclosed common computer workstation area

BUILDING SYSTEMS CONSIDERATIONS

Approach Narrative:

When considering building systems there is a sliding scale between low-cost and high-cost, with the more long-term efficiency and low-maintenance options being on the high-cost end and the less-efficient and higher-maintenance options on the low-cost end. We have taken this into account in our recommendations below. With this being a state-run, DFCM facility we wanted to steer away from the lowest-end options but also be respectful of cost due to the lower-end budget available for the project. Structurally, the only real option is a basic wood stud construction. HVAC options are a little more numerous and some of the pros/cons are listed. We recommend a solution similar to a residential home furnace and AC unit based on the project budget. Although other options are available for discussion during design, they may not be viable with the current budget. Water heater options are the last system listed with only two real options at this point. A common WH for the building and individual water heaters per unit. We ended up recommending a common WH based on budget limitations.
**STRUCTURAL ASSUMPTIONS**

$ = Concrete slab-on-grade, single-story, wood stud framing, pre-fab wood roof trusses (recommended)

**HVAC ASSUMPTIONS**

Options available

$ = PTAC – hotel-like, zoned per bed, easy to swap out whole unit, noisy, bump-out into room

$$ = Res. Furnace/AC – no zoning, low interior space impact, external condenser location required on site or roof (recommended)

$$$$ = VRF (variable refrigerant) – semi-zonable, $ efficient long term

$$$$ = 4-Pipe system – requires common boiler/chiller mech room, fan coils in each zone, $ efficient, redundancy built-in, maintenance consolidated

**WATER HEATER ASSUMPTIONS**

$ = Common WH, least expensive, more efficient, less maintenance (recommended)

$$ = Individual WH’s in each unit, more maintenance, need additional interior space, quicker HW to fixtures

**PRELIMINARY CODE CONSIDERATIONS**

2018 IBC
Type VB wood construction
Occupancy type: R2 dormitories
NFPA 13R fire-sprinkled

**BUILDING MATERIALS CONSIDERATIONS / ASSUMPTIONS**

Sloped asphalt shingle roof
Batt insulation
Tyvek building wrap
Fiber-cement board siding/panels
Vinyl windows
Options to lower cost/SF if acceptable to College/DFCM
Stucco on exterior
Romex cabling
½” gypsum board

**PRELIMINARY PROBABLE COST** (based on current market information)

Option 01: $240 to $250/SF x 9,477 SF = $2,275,000 to $2,370,000
Option 02: $240 to $250/SF x 10,105 SF = $2,425,000 to $2,527,000
MAIN LEVEL FLOOR PLAN - OPTION 02
SNOW COLLEGE RICHFIELD - STUDENT HOUSING

BUILDING STATISTICS
MAIN LEVEL SQ. FT. +18,166 SQ. FT.
MAIN LEVEL BEDS +32 BEDS

SQUARE FOOTAGE BREAKDOWN
8-BED UNITS = 3,136 SF
4-BED UNITS = 4,380 SF
MECHANICAL = 255 SF
ADA RR = 58 SF
CIRCULATION = 1,348 SF
COMMON = 930 SF
OFFICE, LOUNGE, LAUNDRY, COMPUTER
TOTAL = 18,166 SF

UNIT A - 8 BEDS
1,566 SF
UNIT C - 4 BEDS
1,095 SF
UNIT C - 4 BEDS
1,095 SF
Phase 01 of the project will include a single-story residence hall that is sited on the north section of the proposed building site - south of the existing parking lot and between Technology Drive and 720 West. This residence hall is to be oriented with the primary entrance facing north toward the existing campus. The area immediately adjacent and south of the proposed building would be developed into various student gathering spaces (ie. BBQ pavilion, seating areas, other amenities). Additional parking stalls (19±) to be located on the project site adjacent the front of the proposed building.

Phase 02 and 03 will continue to the south and will follow the gentle curve of Technology Drive - resulting in a radial plan scheme for the layout of future buildings, amenities and parking.

The centralized lobby with access points at the front and rear of each building allows for a continuous path between buildings - enhancing the connectivity of the student community. This site approach creates several pockets and courtyards for the development of student amenities and other landscape interventions.

Future residential parking to be provided at the southeast corner of the proposed site - 35± stalls are shown on the current plan as part of phase 02/03.

Note: Floor Plan Option 01 was used to generate the conceptual site plan. If Floor Plan Option 02 is selected, the conceptual site plan will need to be adjusted/redesigned to accommodate the longer building footprint of option 02.
Student Housing Demand

Recently being designated as the Technology College for Utah’s central region, with the majority of our Technical Education (TE) programs being offered at the Richfield campus, we serve students from a large geographic area (Wayne, Paiute, Millard, Juab, Sevier, Sanpete counties) that extends beyond a reasonable commuting distance. Furthermore, with the addition of the men and women’s wrestling teams to the Richfield campus, we are becoming a destination campus with no student housing. Housing and rental demands are at crisis levels in Sevier County. The following data points inform our thinking:

1. Sevier County has experienced the highest increase in home prices in the state of Utah (48.60% increase from 2020-2021).\(^1\) This appreciation in house value is a clear indicator of the lack of inventory for our area. This problem is amplified when families and students are competing for housing.

2. A 2021 central Utah realtor report indicates that residential housing/rental inventory in Sevier County is at a severe deficit level: negative 25 percent (-25%) compared with last November 2020.\(^2\)

3. While this data does not specifically address single housing unit needs, and this is difficult to obtain, we currently have students reporting having to live in their vehicles and/or trailers parked on public lands, friends’ homes, or local motels. This seems to support the data provided above.

4. Additionally, our six-county superintendents report that up to 70% of their students do not see themselves as college going students (but would consider shorter term tech ed certificate training). With the addition of our growing TE programs, we see this population as a potential for growth on the Richfield campus. In order to better serve students with this kind of educational goal, we want to eliminate any potential barriers this group may foresee with their future college experience.

Student housing in Richfield has been a major strategic concern for many years not just for the college, but also the city and county. The county considers this project important to their economic development plans and have committed $1 million over 10 years to incentivize more student beds. Over the past 5 years, the College has been trying to find a solution to the shortage that have included two feasibility studies, two public-private partnerships (P3)


Requests for Proposals and a Request for Information (RFI). Additionally, we reached out to local property managers to discuss the possibilities of student contracts, with minimal success. Through the process, we have identified our need and identified the best possible option to proceed with this first phase of housing. We see this as an important next step to fulfilling our strategic plan and goals, and meeting our partnership obligations with the county and city.
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<td>$778,542.11</td>
<td>$836,268.42</td>
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