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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY HOUSING & NEIGHBORHOOD
ROOM 445 CITY & COUNTY BLDG
PO BOX 145488
SALT LAKE CITY UT 84114 5488
BY: TSA, DEPUTY - WI 5 P.

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Salt Lake City Corporation
Room 445, City and County Building
PO Box 145488
451 South State Street
Salt Lake City, Utah 84114-5488

RECORDED

JAN 28 2020

CITY RECORDER PROPERTY RESTRICTION AGREEMENT

This PROPERTY RESTRICTION AGREEMENT (this "Property Restriction") is made and entered into as of the 6 day of January, 2020 between **SALT LAKE CITY CORPORATION**, a municipal corporation of the State of Utah ("City") and Façade LLC, a Utah Limited Liability Corporation ("Subgrantee").

RECITALS

A. City and Subgrantee are parties to that certain Grant Agreement (the "Agreement") dated as of January 6th, 2020. Pursuant to such Agreement, the City provided a grant (the "Grant") to Subgrantee of Community Development Block Grant ("CDBG") funds in excess of \$25,000 to acquire or improve, in whole or in part, certain real property described herein (the "Property").

B. One requirement of the Grant is that the use of the Property (including the designated beneficiaries of such use) may not be changed until five years after the close out of the Grant¹. Regulations outlining requirements pertaining to the use of the Property are listed in the Code of Federal Regulations at 24 CFR 570.505.

C. As required by the Agreement, Subgrantee has agreed to execute this Property Restriction against the Property known by the street address of 64 W Fayette Ave, Salt Lake City, Utah. The Property is more particularly described on Exhibit A attached hereto and incorporated herein.

D. Subgrantee has further agreed that this Property Restriction shall be recorded as a first position encumbrance against the Property in order to assure the existence of use restrictions on the Property for the five year term required by the Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the terms and conditions hereby agreed to and as set forth in this Property Restriction, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

¹ For purposes of this Property Restriction, closeout of the grant occurs when such closeout is finalized in the Federal Integrated Disbursement and Information System.

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

1. The above Recitals are incorporated herein as part of this Property Restriction. All capitalized terms used herein without definition shall have the meaning set forth in the Agreement.
2. Property Restrictions. The standards in this section apply to Property, which is real property within the Subgrantee's control which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000. These standards shall apply from the date the Grant funds are first spent for the Property until five years after the closeout of the Grant.
 - a. The Subgrantee may not change the use or planned use of any such Property (including changes to the beneficiaries of such use) from that use for which the acquisition or improvement was made unless the Subgrantee provides affected citizens with reasonable notice of, and opportunity to comment on, any proposed change, and either:
 - i. The new use of such property qualifies as meeting one of the national objectives in §570.208 (formerly §570.901) and no building used for the general conduct of government is located on the Property; or
 - ii. The requirements in paragraph (b) of this section are met.
 - b. If the Subgrantee determines, after consultation with affected citizens, that it is appropriate to change the use of the Property to a use which does not qualify under paragraph (a)(1) of this section, then the Subgrantee may only adopt such use of the property if the CDBG program from which the Subgrantee received the Grant (the "CDBG Program") receives reimbursement from the Subgrantee in an amount equal to the current fair market value of the Property, less any portion of such value attributable to expenditure of non-CDBG funds for acquisition of, and improvements to, the Property (the "Reimbursement Amount").
 - c. The Subgrantee may only convey, or otherwise dispose of, its interest in the property if the CDBG Program receives reimbursement from the Subgrantee in the Reimbursement Amount.
 - d. Following the reimbursement of the CDBG Program in accordance with paragraphs (b) or (c) of this section, the Property no longer will be subject to any CDBG requirements. However, if the Subgrantee disposes of its interest in the Property after the release of this Property Restriction, the provisions governing income from the disposition of the real property set forth in §570.504(b)(4) or (5), as applicable, shall apply to the use of such funds.
3. Term. This Property Restriction is effective immediately upon recordation and thereafter shall remain in place and in full force and effect for a period of no less than five (5) years from the date of closeout of the Grant (the "Restricted Period"). At any time after the Restricted Period, the Subgrantee may request of City that the parties record a release of this Property Restriction. The Property Restriction shall remain in effect until recordation of such release.
4. Enforcement. This Property Restriction is specifically enforceable by City.
5. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES: Subgrantee represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this

Agreement upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

IN WITNESS WHEREOF, the parties have executed this Property Restriction as of the day and year first above written.

CITY:
SALT LAKE CITY CORPORATION, a Utah
municipal corporation



RECORDED
JAN 28 2020
CITY RECORDER

By [Signature]
Name: Lani Eggertsen-Goff
Title: Director of Housing and Neighborhood
Development

ATTEST:
Salt Lake City Recorder's Office

Assistant

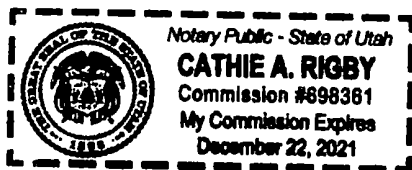
[Signature]
City Recorder

APPROVED AS TO FORM:
Salt Lake City Attorney's Office

By [Signature]
Name: [Signature]
Title: Senior City Attorney

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

On the 28 day of January, 2020, personally appeared before me Lani Eggertsen-Goff, the Director of Housing and Neighborhood Development of Salt Lake City Corporation, a Utah municipal corporation, who executed the foregoing document after representing to me that he/she had authority to execute the same on behalf of Salt Lake City Corporation.



[Signature]
NOTARY PUBLIC

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Subgrantee:

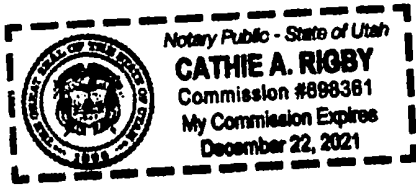
FAÇADE LLC

By, Scott Hinton
Scott Hinton
Owner

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

On the 6 day of January, 2018²⁰¹², personally appeared before Scott Hinton, the owner of Façade LLC, a Utah Limited Liability Corporation, who executed the foregoing document after representing to me that he had authority to execute the same on behalf of Façade LLC.

Cathie Rigby
NOTARY PUBLIC



Facade LLC Property Restriction

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BK 10890 PG 1135

EXHIBIT "A"
Legal Description of the Property

Tax Parcel # 15-12-280-014-000

Address: 64 W Fayette Ave, Salt Lake City, UT, 84101

Legal Description: COM 33 FT N & 117 FT E FR SW COR LOT 10 BLK 22 5 AC PLAT A
BF SUR E 55 FT N 45 FT N 1[^]24' W 115 FT W 15.2 FT N 94.1 FT W 8 FT; S 15[^]27' W
97.6 FT; S 6[^]54' W 25 FT; S 135.2 FT TO BEG8336-8315 9601-2882 10225-9877
10391-4811

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