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12/30/2020 1:22:00 PM \$40.00  
Book - 11090 Pg - 9101-9110  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 10 P.

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

Redevelopment Agency of Salt Lake City  
City and County Building, Room 118  
PO Box 145518  
Salt Lake City, Utah 84114-5518  
Attn: Chief Operating Officer

CTIA 136718 - JTP

FOR INFO ONLY: PARENT TAX PARCEL  
NOS. 16-06-157-001, 16-06-157-002,  
16-06-157-003, 16-06-157-004

(Above space for recorder's use only)

**RIGHT TO REPURCHASE  
AND RESTRICTIVE COVENANTS**

This Right to Repurchase and Restrictive Covenants ("**Agreement**") is made and entered into as of the 29 day of December, 2020 ("**Effective Date**"), by and between the Redevelopment Agency of Salt Lake City, a public agency ("**RDA**"), and 255 State, LLC, a Utah limited liability company ("**Owner**"), both of whom are collectively referred to herein as the "**Parties**", and individually as a "**Party**."

RECITALS

A. In accordance with the terms of that certain Purchase and Sale Agreement dated September 28, 2018 ("**Purchase Agreement**"), and pursuant to that Special Warranty Deed which was recorded on the Effective Date ("**Deed**"), the RDA sold and Brinshore Utah, LLC ("**Brinshore**") purchased certain real property located at approximately 255 South State Street, Salt Lake City, Utah. Concurrently with this sale, Brinshore conveyed a portion of this property to Owner (this portion of the property is more particularly described in **Exhibit A** attached hereto, the "**Property**") subject to the obligation to enter into this Agreement with the RDA.

B. Pursuant to the Purchase Agreement, the RDA and Brinshore, as Owner's successor-in-interest, entered into that certain Development Agreement ("**Development Agreement**"), which will be recorded after this Agreement.

C. As required by the Development Agreement, to provide assurances to the RDA that the Owner will construct the improvements as provided in the Development Agreement ("**Developer Improvements**"), the RDA and the Owner agreed to enter into this Agreement providing the RDA with an exclusive option to repurchase the Property from the Owner, subject to the terms, conditions and provisions set forth herein.

NOW, THEREFORE, the Parties agree as follows:

1. Incorporation of Recitals. The recitals set forth above are hereby incorporated into this Agreement and the matters therein are acknowledged by the Parties hereto to be true and correct in all material respects.

2. Use Restrictions. Owner hereby covenants and agrees to comply with the terms and conditions of this Agreement and the Use Restrictions described below in connection with the

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construction and operation of any improvements on the Property during the Term (as defined below).

(a) Owner shall develop and maintain the Property with 50 housing units restricted to households at an average income at or below 60% of area median income as established by the U.S. Department of Housing and Urban Development ("AMI").

(b) Owner shall comply with all terms of the Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants made by Owner in favor of Utah Housing Corporation.

(c) Owner shall use all reasonable and diligent efforts to preserve, maintain, and activate the historically significant Cramer House. Such architectural elements to be preserved and maintained include, but is not limited to, the highly decorative metal cornice arrangement, segmentally arched openings on the second story opening onto a small balcony, and flat arched windows with stone lintels on the first-floor level.

3. Duration of Agreement. This Agreement shall become effective as of the date of recordation hereof in the official real property records of Salt Lake County, Utah, and continue for fifty (50) years thereafter (the "Term"). Notwithstanding the foregoing to the contrary, the Use Restrictions described in Section 2(a) and (b) will terminate before the end of the Term if at any time after a foreclosure of the Senior Mortgage (as defined below), or the acceptance of a deed in lieu of foreclosure of the Senior Mortgage, the then-owner of the Property is no longer a beneficiary of Section 8 project assistance.

4. Evidence of Compliance. Upon written request by the RDA, Owner shall provide RDA with evidence satisfactory to RDA of Owner's compliance with this Agreement and the Use Restrictions described herein. Owner will permit annual inspections at reasonable times by a representative of the RDA to determine compliance with these conditions and covenants. Owner will provide an initial report demonstrating compliance with affordability requirements at full occupancy and provide annual affordability documentation each year, no later than thirty (30) days subsequent to December 31, being the end of the reporting year, during the Term.

5. Default; Remedies. Owner shall be in "Default" of its obligations under this Agreement if, at any time during the Term, any portion of the Property or Developer Improvements are used or operated in violation of the Use Restrictions set forth in Section 2 hereof, or Owner fails to comply with any other provision of this Agreement ("Default") after notice of Default from RDA and the failure to cure such default within 30 days following such notice; provided, if such Default cannot be cured within such 30 day period, Owner (or its investor member) shall have such time as is reasonably necessary to cure the Default. Following the occurrence of any Default, RDA shall be entitled to exercise any and all rights available at law or equity, including, without limitation, the remedy of specific performance to require the Property and Developer Improvements to be used and operated as required hereunder or the exclusive option to repurchase the property as set forth in Section 6 hereof. Additionally, RDA shall be entitled to recover from Owner all costs and expenses incurred by RDA in enforcing the terms and conditions of this Agreement, including attorneys' fees.

6. Purchase Option. Upon the occurrence of Default, the RDA shall have an exclusive option to elect to repurchase the Property ("**Option**") from the Owner on the terms and conditions herein.

(a) The RDA may exercise its Option by giving written notice to the Owner ("**RDA's Option Notice**") following the date of a Default, provided all opportunities for notice and cure by Owner, Investor and its secured lenders have then expired and, in all cases, after expiration of six (6) months after the date of delivery of the RDA's Option Notice without cure. The Option shall terminate upon the expiration of the Term.

(b) If the RDA exercises the Option, it shall pay the Owner the Repurchase Price upon the conveyance of the Property. The "**Repurchase Price**" shall mean the fair market value of the Property at the time of re-conveyance, less any financial encumbrance previously approved by RDA, determined by either: (1) the appraisal by a mutually-agreed upon appraiser of the Property and improvements on the Property at the time of repurchase; or (2) the average of three appraisals by three appraisers; one selected by RDA, one selected by Owner, and one mutually-selected appraiser. If the Repurchase Price as so calculated is a negative number, then the Repurchase Price shall be deemed to be \$0, and the amount of the negative number is the "Deficit Amount," which amount the Owner shall pay to RDA upon demand from RDA. Notwithstanding any of the foregoing to the contrary, in no event will the Repurchase Price be less than an amount sufficient to pay the aggregate amount of indebtedness owing by Owner to Qualified Mortgagees (as defined in the Development Agreement), together with any prepayment premium and/or penalty, including, without limitation, the indebtedness secured by that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (with Power of Sale) dated as of December 4, 2020, for the benefit of Systema Capital Finance I LLC, to be recorded in the official records of the Salt Lake County Recorder (as amended or modified from time to time, the "**Senior Mortgage**").

(c) If the RDA elects to exercise the Option, the closing of the RDA's repurchase of the Property (the "**Closing**") shall occur on a date specified in writing by the RDA to the Owner, which date shall not be earlier than 6 months following the delivery date of the RDA's Option Notice (the "**Closing Date**").

(d) The Owner shall convey the Property by means of a special warranty deed, subject to all matters of record, except for liens and monetary encumbrances created by the Owner but not consented to by the RDA. The intent of the Parties being that the RDA shall hold fee title to the Property, subject only to such exceptions as existed immediately prior to the Effective Date and any encumbrances created by or for the benefit of the RDA. If not assumed by the RDA, the Owner shall cause any financing against the Property to be released and satisfied.

(e) In the event the RDA shall exercise its Option, the RDA shall have the right to procure from a title company of its choice, an owner's policy of title insurance that insures marketable fee title to the Property, subject only to matters of record as of the Effective Date and those matters consented to in Section 6(d) above (and excluding all other liens and monetary encumbrances created by the Owner, except those assumed by

the RDA hereafter in writing), together with such endorsements as the RDA may require. The Owner shall pay for the cost of the standard coverage owner's title insurance policy, and the RDA shall pay for the additional cost related to the issuance of an extended coverage owner's title insurance policy, as well as the cost of any endorsements thereto (except for endorsements related to mechanic's liens as set forth below). The Owner agrees to cooperate in causing the Owner's policy of title insurance to issue, and it shall remove or cause to be removed those mechanic's liens or monetary encumbrances that it has created or permitted, or, in the case of mechanic's liens, to cause (at the Owner's expense) an endorsement to be issued by the title company. The RDA and the Owner shall equally share escrow fees. All unpaid ad valorem taxes shall be prorated between the RDA and the Owner as of the date of Closing. No brokers or real estate agents shall be utilized in such transaction and no commissions will be due to any broker or agent. Each party shall indemnify the other from any liability for any such fees or commissions incurred by it. At Closing, the Owner shall also execute and deliver any affidavit or lien waiver reasonably requested by the RDA's title insurer and a non-foreign affidavit.

7. Run with the Land. This Agreement and the Use Restrictions set forth herein are binding upon and shall run with the Property subject thereto throughout the Term hereof, such that any subsequent owners of fee title or other third parties holding an interest in and to all or some portion of the Property shall be deemed to have acquired such interest with notice and knowledge of this Agreement such that the Property and Developer Improvements shall remain subject to the terms, conditions, restrictions and provisions set forth herein. In keeping with the foregoing, the term "Owner", as used herein, shall be construed to mean and include any successors in interest to fee ownership of all or any portion of the Property and/or Developer Improvements and any other holders of interests in and to any portion of the Property and/or Developer Improvements.

8. General Provisions.

(a) Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be given by (i) Federal Express (or other established commercial courier delivery service which maintains delivery records), (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or other such addresses as the Parties may designate from time to time by written notice in the above manner:

If to the Owner:           255 State, LLC  
                                  666 Dundee Road, Suite 1102  
                                  Northbrook, IL  
                                  Attn: David Brint

With a copy to Owner's Investor Member:

TRGHT, Inc.  
USA Institutional State Street 4 LLC  
777 West Putnam Avenue  
Greenwich, CT 06830  
Attn: Joanne D. Flanagan, Esq.

If to the RDA:           Redevelopment Agency of Salt Lake City  
451 South State Street, Room 118  
P.O. Box 145518  
Salt Lake City, UT 84114-5518  
Attn: Chief Operating Officer

With a copy to:         Salt Lake City Attorney's Office  
451 South State Street, Room 501  
Salt Lake City, UT 84114-5518  
Attn: City Attorney

Notices shall be deemed effective on receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

(b) References. All references to "Section" or "Sections" contained herein are, unless specifically indicated otherwise, references to Sections of this Agreement. All references to "Exhibits" contained herein are references to Exhibits attached hereto, all of which are made a part hereof for all purposes.

(c) Captions; Headings. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

(d) Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

(e) Governing Law. This Agreement and all transactions contemplated hereunder and/or evidenced hereby shall be governed by, construed under, and enforced in accordance with the internal laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Utah or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Utah.

(f) Jurisdiction. The Parties hereby agree that all actions to enforce the terms and provisions of this Agreement shall be brought and maintained only within the State of Utah and the Owner hereby consents to the exclusive jurisdiction of any court within the State of Utah.

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(g) Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

(h) Multiple Counterparts. This Agreement may be executed in a number of identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

(i) Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by the Parties, the Parties agree to perform, execute and deliver or cause to be performed, executed, and delivered at the Closing or after the Closing any and all such further acts, deeds and assurances as may be reasonably necessary to consummate the transactions contemplated hereby.

(j) Survival. Except as otherwise provided for herein, all agreements, covenants, representations and warranties contained herein shall survive the expiration or termination of this Agreement and the performance by the Owner of its obligations hereunder.

(k) Representation Regarding Ethics. The Owner represents and warrants that neither it nor any of its members, managers, employees, or officers has: (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 contract upon an agreement or understanding for a commission, percentage, 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 the 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 the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

(l) Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and assigns. If Owner is now or is ever composed of more than one party, the obligations and warranties contained herein and arising therefrom are and shall be joint and several as to each such party.

(m) No Relationship. Nothing contained in this Agreement, nor any acts of the Parties shall be deemed or construed to create the relationship of principal and agent or of limited or general partnership or of joint venture or of any other similar association between the RDA, its successors or assigns, or the Owner, its successors or assigns.

(n) No Presumption. This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either Party.

(o) Days. Unless otherwise specified in this Agreement, a reference to the word "days" shall mean calendar days. The term "**business days**" shall mean each day of the week except weekends and federal holidays during which the United States mail is not delivered.

(p) Merger; Time of the Essence. This Agreement supersedes all prior agreements and constitutes the entire agreement between the Parties with respect to the subject matter hereof and no modification or waiver will be effective unless in writing and signed by the Party to be charged. All documents and other matters to be furnished by the Owner will be satisfactory in form and substance to counsel for the RDA. Time is of the essence hereof.

(q) Assignability and Enforcement. The RDA may, without any notice whatsoever to anyone, sell, assign, or transfer its interest in the Property, and in that event, each and every immediate and successive assignee, transferee, or holder of all or any part of the Property, as the case may be, shall have the right to enforce this Agreement, by suit or otherwise, for the benefit of such assignee, transferee, or holder as fully as if such assignee, transferee, or holder were herein by name specifically given such rights, powers, and benefits, provided that notice of transfer and/or proof of ownership of this Agreement is provided to the Owner prior to the enforcement of this Agreement.

(r) Recordation. This Agreement or a memorandum of this Agreement shall be recorded in the office of the Salt Lake County Recorder.

(s) Waiver. The RDA shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by the RDA. No delay or omission on the part of the RDA in exercising any right shall operate as a waiver of such right or any other right.

(t) Nonappropriation. All financial commitments by RDA shall be subject to the appropriation of funds approved by the Salt Lake City Redevelopment Agency Board of Directors and the limitations on future budget commitments provided under applicable Utah law.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the Effective Date.



RDA:

Redevelopment Agency of Salt Lake City, a public entity

By [Signature]  
Danny Walz, Chief Operating Officer

Approved as to form:  
Salt Lake City Attorney's Office

[Signature]  
Allison Parks (Dec 22, 2020 09:37 MST)

Allison Parks

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CITY RECORDER

STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

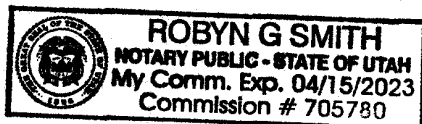
On the 22 day of December, 2020, personally appeared before me Danny Walz, who being by me duly sworn did say he is the Chief Operating Officer of the Redevelopment Agency of Salt Lake City, and that the foregoing instrument was signed on behalf of the RDA.

[Signature]

NOTARY PUBLIC

Residing at: Salt Lake City

My Commission Expires:



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P.O. BOX 145515  
SALT LAKE CITY, UTAH 84114-5515



**OWNER:**

255 STATE LLC, a Utah limited liability company

By: 255 State Manager, LLC, its manager

By: Brinshore Development, LLC, its sole member

By: Brint Development, Inc., a member

By: *DRB*  
Name: David Brint  
Its: Member & President

STATE OF ILLINOIS )

: ss.

COUNTY OF COOK )

On the 18<sup>th</sup> day of December, 2020, personally appeared before me David Brint, who being by me duly sworn did say he/she is the President of Brint Development, Inc. and that the foregoing instrument was signed on behalf of the entity.

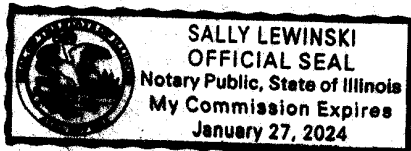
*Sally Lewinski*

NOTARY PUBLIC

Residing at: 2443 Poplar Avenue  
Evanston, IL 60201

My Commission Expires:

January 27, 2024



**Exhibit A**

**Right to Repurchase and Restrictive Covenants Agreement**

**Legal Description of Property**

**PARCEL 1:**

SCM-B Unit, SCM-C Unit and Parking Unit 2, contained within the State Street Condominiums as the same is identified in the Plat of Condominium recorded in Salt Lake County, Utah, on DECEMBER 29, 2020 as Entry No. 13515728 (as said Record of Survey Plat shall have heretofore been amended or supplemented) and in the Declaration of Condominium for State Street Condominiums, recorded in Salt Lake County, Utah on DECEMBER 29, 2020 as Entry No. 13515729, in Book No. 11090 at Page 567 (as said Declaration may have heretofore been amended or supplemented).

TOGETHER WITH the undivided ownership interest in said Project's Common Elements that is appurtenant to said Units as more particularly described in said Declaration.

**PARCEL 2:**

A nonexclusive easement for the purpose of (a) providing pedestrian and vehicular access, and (b) the running and maintenance of underground utilities, as established and described in Cross Easement Agreement recorded April 11, 2012 as Entry No. 11368179 in Book 10007 at Page 5320 of the official records of the Salt Lake County Recorder, as amended by First Amendment to Cross Easement Agreement recorded DECEMBER 29 2020 as Entry No. 13516028 in Book 11090 at Page 2516 of the official records of the Salt Lake County Recorder.

**PARCEL 3:**

A non-exclusive right of way over an existing alleyway commonly known as "Floral Avenue" or "Floral Street", located in Lot 6, Block 56, Plat "A", Salt Lake City Survey, purported to be 16 feet in width, extending South from the North line of said Lot 6 to the Northerly most line of the exterior boundary of the State Street Condominiums as described on the Plat of Condominium recorded in Salt Lake County, Utah, on DECEMBER 29, 2020 as Entry No. 13515728, said right of way being disclosed in various instruments of record, including that certain Warranty Deed recorded January 6, 2000 as Entry No. 7549476 in Book 8334 at Page 8191 of the official records of the Salt Lake County Recorder.