

WHEN RECORDED MAIL TO:
SALT LAKE CITY CORPORATION
HOUSING AND ECONOMIC DEVELOPMENT
205 WEST NORTH TEMPLE, SUITE 200
SALT LAKE CITY, UTAH 84103

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07 OCTOBER 92 02:25 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: DIANE KILPACK, DEPUTY

NOTE

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RENTAL REHABILITATION HOUSING PROJECT AGREEMENT

This Agreement is made this 30TH day of SEPTEMBER, 1992, by and between Salt Lake City Corporation, Housing and Economic Development Division (the "Division") and BRUCE E. HOLMES, (the "Owner").

Witnesseth:

Whereas, the Division has been designated by Salt Lake City Corporation as the division responsible for conducting Rental Housing Rehabilitation under the Rental Rehabilitation Program (the "Program") Guidelines; and

Whereas, the Owner owns certain Real Property (the "Property") and desires to undertake certain rehabilitation and construction work on the Property and has made application to the Division and has been awarded a loan to rehabilitate the property under the terms and conditions of the program.

Now, therefore, in consideration of receiving a Rental Rehabilitation Loan (the "Loan") to upgrade the Owner's real property the following agreement is made by and between the Division and the Owner covering the real Property located at 264 FOSS STREET, Salt Lake City, Utah, and more particularly described as follows:

SEE ATTACHED EXHIBIT "A"-----

The Owner covenants as follows:

- 1) The Property will be used as a residential dwelling and shall not be converted by the Owner to a condominium or any other form of cooperative ownership or commercial use for a period of at least ten (10) years from the date that the rehabilitation work, which is paid for by the Loan, is complete.
- 2) The Owner shall not discriminate against prospective tenants of the Property on the basis of their receipt of, or eligibility for, housing assistance under any federal, state, or local housing assistance program, or, on the basis that the tenants have a minor child or children who will be residing with them, for at least ten (10) years beginning on the date on which the rehabilitation work, which is paid for by the Loan, is completed.
- 3) The Owner shall implement an affirmative marketing plan in the housing market area which is intended to provide information and attract eligible persons from all racial, ethnic, and gender groups to become tenants of housing units on the Property.

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- 4) The Owner, after receiving a Rental Rehabilitation Loan, shall make a good faith effort to follow the affirmative marketing program procedures which shall include the following minimum procedures:
- a) Whenever a unit becomes available for rent, the Owner shall place an advertisement in the local newspaper of general circulation (i.e. Salt Lake Tribune or Deseret News) soliciting available tenants. This advertisement shall indicate that the Owner is an equal opportunity landlord.
 - b) The Owner shall contact local religious or appropriate community organizations to attract renters from all racial, ethnic, or gender groups.
 - c) The Owner shall be willing to rent to any qualified tenant wishing to rent housing units on the Property who learns that the Property is available by or through the affirmative marketing plan.
- 5) The Division will, through newspapers, flyers, contact with neighborhood leaders, the Owner, potential tenants, and interested community groups, advise the public of Federal Fair Housing Laws, the Program, and the Division's affirmative marketing housing policy.
- 6) The Owner and the Division shall keep records for a period of two (2) years on all affirmative marketing plan efforts. Documentation will include copies of newspaper advertisements, names and dates of contact with any local religious or appropriate community organizations, and other documentation on action taken. The Owners will make available to the Division all its affirmative action marketing plan and records upon request. The Division will as a minimum, meet with the Owner annually to obtain copies of their affirmative marketing plan to review records and to evaluate the Owner's compliance with this Agreement. The affirmative marketing plan will be in force for a period of seven (7) years commencing from the date the rehabilitation work, which is paid for by the Loan, is completed.

In the event that the Owner fails to follow or comply with any of the provisions of this Agreement, the Housing & Economic Development Division of Salt Lake City shall have the right to terminate the Loan and to call the principal of the Rental Rehabilitation Loan, together with accrued interest, immediately due and payable.

BRUCE E. HOLMES
Owner (Print or Type)

Bruce E. Holmes
Signature

Signature

Date SEPTEMBER 30, 1992

Salt Lake City Corporation
Housing and Economic Development

Ronald D. Johnson
Manager of Housing

Date SEPTEMBER 30, 1992

Subscribed and sworn to before me this 30 day of SEPTEMBER, 1992.

Charles A. Johnson
Notary Public
Residing in Salt Lake City

Notary Public
Salt Lake City, Utah
September 30, 1992
State of Utah

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PARCEL 1:

THE SOUTH 12.5 FEET OF LOT 42 AND THE NORTH 2.25 FEET OF LOT 43, BLOCK 2, IRVING PARK ADDITION. TOGETHER WITH 1/2 VACATED ALLEY ABUTTING ON THE WEST.

PARCEL 2:

SOUTH 22.75 FEET OF LOT 43, ALL LOT 44 AND NORTH 6.25 FEET LOT 45, BLOCK 2, IRVING PARK ADDITION. TOGETHER WITH 1/2 VACATED ALLEY ABUTTING ON WEST.

PARCEL 3:

SOUTH 18.75 FEET OF LOT 45, ALL LOT 46 AND NORTH 10.25 FEET OF LOT 47, BLOCK 2, IRVING PARK ADDITION. TOGETHER WITH 1/2 VACATED ALLEY ABUTTING ON WEST.

PARCEL 4:

SOUTH 14.75 FEET OF LOT 47 AND ALL LOT 48 AND NORTH 14.25 FEET OF LOT 49, BLOCK 2, IRVING PARK ADDITION. TOGETHER WITH 1/2 VACATED ALLEY ABUTTING ON WEST.

PARCEL 5:

SOUTH 10.75 FEET OF LOT 49 AND ALL LOT 50 AND NORTH 18.25 FEET OF LOT 51, BLOCK 2, IRVING PARK ADDITION. TOGETHER WITH 1/2 VACATED ALLEY ABUTTING ON WEST.

PARCEL 6:

THE SOUTH 6.75 FEET OF LOT 51, BLOCK 2, IRVING PARK ADDITION. TOGETHER WITH 1/2 VACATED ALLEY ABUTTING ON WEST.

PARCEL 7:

ALL OF LOTS 1, 2, 3, 4, 5, 54, 53 AND 52, BLOCK 2, IRVING PARK ADDITION. TOGETHER WITH ALL VACATED ALLEY ABUTTING ON THE NORTH OF LOTS 1 THRU 5 AND TOGETHER WITH 1/2 VACATED ALLEY ABUTTING LOTS 54, 53 AND 52 ON THE WEST.