

WHEN RECORDED MAIL TO:  
1776 SOUTH WEST TEMPLE  
SALT LAKE CITY UT 84115

*No Fee*

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29 JANUARY 93 02:43 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
ASSOCIATED TITLE  
REC BY: SHARON WEST , DEPUTY

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED is entered into as of the 22nd day of January, 1993, by and between the SECRETARY OF HOUSING AND URBAN DEVELOPMENT of Washington, D.C., as Grantor, and the HOUSING AUTHORITY OF SALT LAKE CITY, of 1776 South West Temple, Salt Lake City, Utah 84115, as Grantee.

GRANTOR, for the sum of Four Hundred Forty-eight Thousand and no/100ths Dollars (\$ 448,000.00), in hand paid, and other good and valuable consideration, receipt of which is hereby acknowledged, hereby sells and conveys to Grantee that certain real property located in Salt Lake County, Utah and more particularly described in Exhibit A, which is attached hereto and incorporated herein by this reference (hereinafter the "Property") and which also is known as and numbered 278 East 100 South, 120 South 300 East, 130 South 300 East and 136 South 300 East, Salt Lake City, Utah, with all its appurtenances and warrants the title against all persons claiming under Grantor, subject to general real property taxes for 1993 and subsequent years; covenants, conditions and restrictions of record, if any; private, public and utility easements, rights of way, roads and highways, if any, including, but not limited to, that certain Quit Claim Deed Easement recorded September 2, 1948, as Entry Number 1132999 in Book 632 at Page 152 of said Salt Lake County records; party wall rights and agreements, if any; pending local building code violation proceedings, if any, including, but not limited to, the Certificates of Non-Compliance recorded August 12, 1992, as Entry Numbers 5310216, 5310217, 5310218 and 5310219 in Book 6500 at, respectively, pages 1802, 1803, 1804 and 1805 of said Salt Lake County records; existing leases and tenancies, if any; special taxes or assessments, if any; those certain Agreements recorded March 1, 1963, as Entry Numbers 1903032 and 1903033 in Book 2022 at, respectively, pages 579 and 583 of said Salt Lake County records; and the following covenants:

**A. Nondiscrimination Against Section 8 Certificate Holders and Voucher Holders**

In order to comply with Section 204 of the Housing and Community Development Amendments of 1978, 12 U.S.C.A. § 1701z-12 (West 1989), as amended, the Grantee, itself, its successors and assigns, agree not to unreasonably refuse to lease a dwelling unit offered for rent, offer or sell cooperative stock, or otherwise discriminate in the terms of tenancy or cooperative purchase and sale because any tenant or purchaser is the holder of a Certificate of Family Participation or a Voucher under Section 8 of the United States Housing Act of 1937 (42 U.S.C.A. § 1437f (West 1978 and Supp. 1992)), or any successor legislation (hereinafter referred to as Section 8). This provision is limited in its application, for tenants or applicants with Section 8

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Certificates or their equivalent (other than Vouchers), to those units which rent for an amount not greater than the Section 8 fair market rent for a comparable unit in the area as determined by the Grantor.

This covenant shall bind the Grantee, its successors, assigns and purchasers for value, for a period of twenty (20) years from the date of this Deed. In the event of a breach or a threatened breach of this covenant, the Grantor, his successors in office and/or one or more third-party beneficiaries, shall be entitled to institute legal action to enforce performance and observance of such covenant and to enjoin any acts which are violative of such covenant. For the purposes of this covenant, a third-party beneficiary shall be any person who holds a Certificate of Family Participation or a Voucher under Section 8 or any equivalent document under successor legislation.

**B. Historic Preservation Restriction**

1. In order to assure compliance with the National Historic Preservation Act of 1966, 16 U.S.C.A. § 470 (West 1985), and the regulations thereunder, 36 C.F.R. Part 800 (1992), the Grantee covenants that the Property shall be preserved and maintained in accordance with the recommended approaches in "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitation of Historic Buildings" (U.S. GPO: 1983 0-416-688).
2. The State Historic Preservation Officer, in his or her sole discretion for good cause, may modify or cancel any or all of the foregoing restriction upon written application of the Grantee, his successors and assigns.

**C. Lead-Based Paint Hazards Requirements**

1. In order to comply with 42 U.S.C.A. §§ 4821 - 4846 (West 1983 and Supp. 1992) and the regulations thereunder, 24 C.F.R. Part 35, Subpart E (1992) and 24 C.F.R. § 200.825 (1992) (the "Regulations"), Grantee covenants that the Property will be inspected and tested for lead-based paint, and any hazards will be abated in accordance with the Regulations. Grantee shall certify to Grantor (in a form acceptable to Grantor) and Grantor shall determine, through its inspection (or at its discretion, the inspection and certification of a local government official) that all lead based-paint hazards have been removed from the Property in accordance with the Regulations.

2. Grantee understands and agrees that Grantor's inspection and finding of satisfactory performance is not intended to and does not constitute a guarantee that all lead based-paint and all potential lead-based paint hazards have been eliminated from the Property and does not relieve Grantee of its ongoing responsibility for complying with all applicable State and local lead based-paint laws and regulations.
3. Grantee agrees to indemnify defend, and hold Grantor harmless from any liability arising by reason of Grantee's failure to perform Grantee's obligations under this Deed with respect to the elimination of lead based-paint health hazards, the prohibition against the use of lead based-paint, and Grantee's responsibility for complying with applicable State and local lead based-paint laws and regulations.
4. If temporary or permanent relocation is necessary because of such rehabilitation, Grantee covenants that it will comply with Section 203(f) of the Housing and Community Development Amendments of 1978, as amended, 12 U.S.C.A. § 1701z-11(f) (West 1989), and the regulations thereunder, 24 C.F.R. §§ 290.45 and 290.47 (1992), as explained in paragraphs 4 through 8, below. Additionally, the Grantee covenants that it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C.A. § 4601 (West 1983 and Supp. 1992), and the regulations thereunder, 49 C.F.R. Part 24 (1992), when Project-based Section 8 assistance is provided by the Grantor. The Grantee is responsible for ensuring compliance with the Act and Regulations, notwithstanding any contractual obligations with third parties to comply with the Act and Regulations. Grantee covenants that it will provide advance written notice of the expected displacement. The notice shall be provided as soon as feasible, describe the assistance and the procedures for obtaining the assistance, and contain the name, address and phone number of an official responsible for providing the assistance.
5. If temporary relocation is necessary because of such rehabilitation, Grantee covenants that it will provide assistance to tenants in locating a decent, safe and sanitary dwelling/housing unit which, to the extent feasible, shall be in a location not generally less desirable than the Property, and reimburse tenants for:
  - a. Expenses of moving and any net increase in monthly housing cost (rent and reasonable utility costs) during the temporary displacement period.

- b. Expenses of returning to a repaired unit on the Property.
  6. If permanent relocation is necessary because of such rehabilitation, Grantee covenants that it will provide assistance, as described below, to tenants, as may be appropriate:
    - a. Advisory services, necessary to locate decent, safe and sanitary and affordable replacement housing which, to the extent feasible, shall be in a location not generally less desirable than the Property.
    - b. Reimbursement for reasonable moving expenses, which need not exceed an amount determined by Grantor to be reasonable considering the size of the household size and the circumstances surrounding the move.
  7. The Grantee covenants not to increase the rent for any units, from the rent Grantor is requiring a tenant to pay on the date hereof, until such unit meets all the rehabilitation requirements set forth in (1), above. (In addition, rent for units to be covered by a Housing Assistance Payments Contract may be increased only pursuant to and following execution of such Contract.)
  8. If Grantee fails to comply with C.1, above, and no extension by written agreement has been granted by Grantor, Grantor and his successors in office shall be entitled to enter and terminate the estate hereby conveyed. This right and remedy may be exercised separately or in combination with the rights and remedies set forth in the Enforcement provision of this Deed. When Grantor determines that Grantee (or Grantee's designee) has complied with C.1, above, in an acceptable manner, Grantor shall provide Grantee or such party with a recordable document acknowledging that this covenant C.8 has been terminated and is of no further force and effect.
- D. Conveyance to Non-Public Entity. In order to assure compliance with Section 203(e)(4) of the Housing and Community Development Amendments of 1978, as amended, 12 U.S.C.A. § 1701z-11(e)(4) (West 1989), Grantee covenants that neither Grantee nor any successor in title to Grantee that is a public entity shall convey the Property to any non-public entity except through a public solicitation process approved in writing by Grantor.

**E. Use Restriction**

1. The Grantee covenants that the Property will be maintained as rental or cooperative housing for a period of twenty (20) years after the date of this Deed or such earlier time as the Grantor may specify in writing (the "Restricted Period").
2. During the Restricted Period, the Grantee may not market dwelling units for any purpose other than rental or cooperative housing without the Grantor's prior written approval.

**F. Rehabilitation and Relocation Restriction**

The Grantee covenants that it will comply with Section 203(f) of the Housing and Community Development Amendments of 1978, as amended, 12 U.S.C.A. § 1701z-11(f) (West 1989), and the regulations thereunder, 24 C.F.R. §§ 290.45 and 290.47 (1992), as explained in paragraphs 2 through 5, below. Additionally, the Grantee covenants it will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 U.S.C.A. § 4601 (West 1983 and Supp. 1992), and the regulations thereunder, 49 C.F.R. Part 24 (1992), when Project-based Section 8 assistance is provided by the Grantor. The Grantee is responsible for ensuring compliance with the Act and Regulations, notwithstanding any contractual obligations with third parties to comply with the Act and Regulations.

1. The Grantee covenants that the Property will be rehabilitated within twelve (12) months from the date of this Deed in accordance with all applicable State and local laws, codes, ordinances and regulations (and Section 8 Housing Quality Standards pursuant to 24 C.F.R. Part 886, Subpart C (1992), and other requirements set forth in the Property Improvements Requirements, form HUD 9552, attached hereto as Exhibit B and incorporated herein by this reference.)
2. If temporary or permanent relocation is necessary because of such rehabilitation, Grantee covenants that it will provide advance written notice of the expected displacement. The notice shall be provided as soon as feasible, describe the assistance and the procedures for obtaining the assistance, and contain the name, address and phone number of an official responsible for providing the assistance.

3. If temporary relocation is necessary because of such rehabilitation, Grantee covenants that it will provide assistance to tenants in locating a decent, safe and sanitary dwelling/housing unit which, to the extent feasible, shall be in a location not generally less desirable than the Property, and reimburse tenants for:
  - a. Expenses of moving and any net increase in monthly housing cost (rent and reasonable utility costs) during the temporary displacement period.
  - b. Expenses of returning to a repaired unit on the Property.
4. If permanent relocation is necessary because of such rehabilitation, Grantee covenants that it will provide assistance, as described below, to tenants, as may be appropriate:
  - a. Advisory services, necessary to locate decent, safe and sanitary and affordable replacement housing which, to the extent feasible, shall be in a location not generally less desirable than the Property.
  - b. Reimbursement for reasonable moving expenses, which need not exceed an amount determined by Grantor to be reasonable considering the size of the household size and the circumstances surrounding the move.
5. The Grantee covenants not to increase the rent for any unit, from the rent Grantor is requiring a tenant to pay on the Closing date, until such unit meets all the rehabilitation requirements set forth in F.1, above. (In addition, rent for units to be covered by a Housing Assistance Payments Contract may be increased only pursuant to and following execution of such Contract.)
6. If Grantee fails to comply with F.1, above, and no extension by written agreement has been granted by Grantor, Grantor and his successors in office shall be entitled to enter and terminate the estate hereby conveyed. This right and remedy may be exercised separately or in combination with the rights and remedies set forth in the Enforcement provision of this deed. When Grantor determines that Grantee (or Grantee's designee) has complied with F.1, above, in an acceptable manner, Grantor

shall provide Grantee or such party with a recordable document acknowledging that this covenant F.6 has been terminated and is of no further force and effect.

The covenants set forth in this Deed shall run with the land hereby conveyed and, to the fullest extent permitted by law and equity, shall be binding for the benefit and in favor of and enforceable by the Grantor and his successors in office.

The Grantor shall be entitled to (a) institute legal action to enforce performance and observance of these covenants, (b) enjoin any acts which are violative of these covenants, and (c) exercise any other legal or equitable right or remedy with respect to these covenants.

In addition, the covenants set forth in this Deed relating to Section 8 assistance shall be enforceable by any tenant or applicant eligible for assistance under the Section 8 program.

IN WITNESS WHEREOF, Grantor's Authorized Agent has executed this Deed as of the day and year first above written.

SECRETARY OF HOUSING AND URBAN DEVELOPMENT

By Ron Bailey  
Authorized Agent

STATE OF COLORADO )  
CITY AND COUNTY OF DENVER ) ss.

On this 22<sup>ND</sup> day of January, 1993, before me appeared RON BAILEY to me personally known and known to me to be the duly appointed Authorized Agent of the Secretary of Housing and Urban Development and the person who executed the aforesaid instrument by virtue of the authority vested in him.

Witness my hand and official seal.

My commission expires: 6/24/94.

Jean S. Nelson  
Notary Public



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EXHIBIT A

The following parcels of property located in the County of Salt Lake, State of Utah, and more particularly described as follows:

PARCEL 1

Beginning at the Northeast Corner of Lot 8, Block 72, Plat "A", Salt Lake City Survey; thence South  $0^{\circ}02'04''$  East 117.00 feet (record = South 117 feet); thence South  $89^{\circ}58'22''$  West 66.00 feet (record = West 66 feet); thence North  $0^{\circ}02'04''$  West 117.00 feet (record = North 117 feet); thence North  $89^{\circ}58'22''$  East 66.00 feet (record = East 66 feet) to the point of beginning.

Together with the following described right of way: Commencing at a point 117 feet South from the Northeast Corner of said Lot 8, and running thence South 10 feet; thence West 8 rods; thence North 10 feet; thence East 8 rods to point of beginning.

PARCEL 2

Beginning at a point which is South  $0^{\circ}01'59''$  East 127.03 feet (Record = South 127 feet) from the Northeast corner of Lot 8, Block 72, Plat "A", Salt Lake City Survey, and running thence South  $0^{\circ}01'59''$  East 71.02 feet (Record = South 71 feet); thence South  $89^{\circ}58'22''$  West 131.86 feet to a point which is 0.05 feet perpendicularly distant Easterly from the East face of an existing brick building; thence North  $0^{\circ}00'03''$  West parallel with the face of said building 71.02 feet; thence North  $89^{\circ}58'22''$  East 131.82 feet to the point of beginning.

Together with a right of way over: Beginning at a point which is South  $0^{\circ}01'59''$  East 117.03 feet (Record = South 117 feet) from the Northeast corner of said Lot 8, and running thence South  $0^{\circ}01'59''$  East 10.00 feet (Record = South 10 feet); thence South  $89^{\circ}58'22''$  West 132.04 feet (Record = West 8 rods); thence North  $0^{\circ}01'59''$  West 10.00 feet (Record = North 10 feet); thence North  $89^{\circ}58'22''$  East 132.04 feet (Record = East 8 rods) to the point of beginning.

PARCEL 3

Beginning at a point which is North  $0^{\circ}01'59''$  West 72.02 feet (Record = North 72 feet) from the Southeast corner of Lot 8, Block 72, Plat "A", Salt Lake City Survey, and running thence North  $0^{\circ}01'59''$  West 60.02 feet (Record = North 60 feet); thence South  $89^{\circ}58'22''$  West 165.05 feet (Record = West 10 rods); thence South  $0^{\circ}01'59''$  East 60.02 feet (Record = South 60 feet); thence North  $89^{\circ}58'22''$  East 165.05 feet (Record = East 10 rods) to the point of beginning.

(continued)



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Subject to a right of way over: Beginning at a point which is South 0°01'59" East 198.05 feet (Record = South 198 feet) from the Northeast corner of said Lot 8, and running thence South 89°58'22" West 146.05 feet (Record = West 146 feet); thence South 0°01'59" East 60.02 feet (Record = South 60 feet); thence North 89°58'22" East 28.68 feet (Record = East 28 feet 8 inches); thence North 0°01'59" West 51.52 feet (Record = North 51 feet 6 inches); thence North 89°58'22" East 117.37 feet (Record = East 117 feet 4 inches); thence North 0°01'59" West 8.50 feet (Record = North 8 feet 6 inches) to the point of beginning.

PARCEL 4

Beginning at the Southeast Corner of Lot 8, Block 72, Plat "A", Salt Lake City Survey; thence South 89°58'22" West 165.0 feet (Record = West 10 rods); thence North 0°02'04" West 72.0 feet (Record = North 72 feet); thence North 89°58'22" East 165.0 feet (Record = East 10 rods); thence South 0°02'04" East 72.0 feet (Record = South 72 feet) to the point of beginning.

Together with the following described right of way: Beginning 198 feet South from the Northeast Corner of said Lot 8, Block 72, Plat "A", Salt Lake City Survey, and running thence West 146 feet; thence South 60 feet; thence East 28 feet 8 inches; thence North 51 feet 6 inches; thence East 117 feet 4 inches; thence North 8 feet 6 inches to the point of beginning.

