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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SALT LAKE COUNTY
2001 S STATE S2100
SALT LAKE CITY UT 84190
BY: JLJ, DEPUTY - MI 3 P.

WHEN RECORDED RETURN TO:

SALT LAKE COUNTY
2001 South State Street #S2100
Salt Lake City, Utah 84190
Attention: Randy Jepperson

Salt Lake City Ut

Space Above This Line Not Recorded

DEED RESTRICTION

THIS DEED RESTRICTION (the "Restriction") is made and effective as of 10th day of February 2005, by DOMINIQUEZ PARK III ASSOCIATES, LLC, a limited liability company licensed in the State of Utah, whose address is 756 South 200 East, Salt Lake City, Utah 84111 ("GRANTEE"), for the benefit of SALT LAKE COUNTY, a body corporate and politic of the State of Utah, whose address is 2001 South State Street, #S2100, Salt Lake City, Utah 84190 (the "COUNTY").

WHEREAS, the GRANTEE owns certain real property located at 3970 South 700 West in Salt Lake County, Utah as more fully described on Exhibit "A" attached hereto and incorporated herein (the "Property");

WHEREAS, the GRANTEE has caused certain housing units to be constructed on the Property;

WHEREAS, the GRANTEE and the COUNTY have entered into that certain SUBGRANT Agreement (BV04113c) dated July 1, 2004, a copy of which may be obtained from the COUNTY at the address set forth above (the "Agreement"), pursuant to which the COUNTY agreed to make a loan to the GRANTEE, on the condition that GRANTEE agreed to record against the Property a deed restriction in the form hereof;

NOW, THEREFORE, GRANTEE hereby agrees as follows for the benefit of the COUNTY:

1. Restriction. GRANTEE agrees that certain housing units on the Property, as specified in the Agreement, shall remain affordable, as defined in the rules and regulations governing the federal HOME Investment Partnership Program administered by the United States Department of Housing and Urban Development, all as more particularly described in the Agreement.
2. Nature of Restriction. The Restriction shall run with the land and shall be binding upon the successors, assigns and beneficiaries of the parties.
3. Term. The term of this Restriction is for a period of twenty years commencing on the date (the "Commencement Date") upon which the COUNTY provides the GRANTEE with a Notice of Project Closeout (as such term is defined in the Agreement). The GRANTEE and the COUNTY shall either record the Notice of Project Closeout or shall enter into an amendment of this Restriction to memorialize such date. Upon the date that is ten years from the Commencement Date, this Restriction shall automatically terminate without need for any other documentation, notice or recorded material. Nevertheless, the GRANTEE and the COUNTY shall promptly cooperate together and take the actions and sign the documents that either of them deems necessary to terminate the Restriction and remove all record thereof from the title of the Property.
4. Enforcement. The COUNTY may enforce this Restriction through any proceeding at law or in equity, against the GRANTEE or its successors or assigns, in the event of a violation or threatened violation of the Restriction. There are no intended third party beneficiaries of this Restriction.

GRANTEE

[Handwritten signature]

STATE OF UTAH)

COUNTY OF Salt Lake)

: ss.

On the 10 day of Feb., 2007, personally appeared before me Marion A. Wilkey, who being by me, duly sworn, did say that s/he is the Exec. Dir, a Utah non profit, and that the foregoing instrument was signed by him on behalf of said body by authority of a Resolution, and the said Exec. Dir. acknowledged to me that said body executed the same.

[Handwritten signature: Myrna F. Wolf]

Notary Public

Residing in Salt Lake County

My Commission Expires:

10/10/08

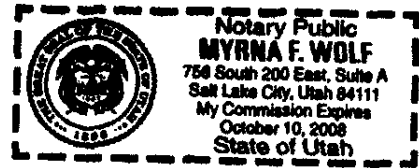


EXHIBIT "A"

That certain property located in Salt Lake County, Utah and described as follows:

PARCEL ID #15-35-400-061-0000

Parcel 1:

A part of the Southeast Quarter of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at a point in the West line of 700 West Street, being South 89° 55' 00" West 206.07 feet and North 0° 02' 30" West 1204.454 feet and South 89° 57' 30" West 33.00 feet from the Southeast corner of said Section 35; and running thence South 89° 57' 30" West 30.00 feet; thence South 82° 21' 49" West 30.27 feet; thence South 89° 57' 30" West 405.00 feet; thence South 0° 02' 30" East 32.00 feet; thence South 89° 57' 30" West 303.23 feet; thence North 220.19 feet; thence North 89° 57' 30" East 608.07 feet; thence North 0° 02' 30" West 50.00 feet; thence North 89° 57' 30" East 160.00 feet to the West line of 700 West Street; thence South 0° 02' 30" East 234.19 feet along said West line of street to the point of beginning.

Parcel 2:

Together with a right-of-way and utility easement described as follows: Beginning at a point South 89° 55' 00" West 206.07 feet and North 00° 02' 30" West 1168.454 feet and South 89° 57' 30" West 33.0 feet from the Southeast corner of said Section 35; and running thence South 89° 57' 30" West 465.0 feet; thence North 00° 02' 30" West 32.0 feet; thence North 89° 57' 30" East 405.0 feet; thence North 82° 21' 40" East 30.27 feet; thence North 89° 57' 30" East 30.00 feet to the West line of 700 West Street; thence South 00° 02' 30" East 36.0 feet along said West line to the point of beginning.

Said property is also known by the street address of:
3970 South 700 West, Salt Lake City, UT 84123