

8188555

RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:

Salt Lake City Corporation
Room 406, City and County Building
451 South State Street
Salt Lake City, Utah 84111

8188555
03/28/2002 02:21 PM 19.00
Book - 8581 Pg - 4533-4537
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: ZJM, DEPUTY - WE 5 P.

DECLARATION OF PROPERTY RESTRICTION

This DECLARATION OF PROPERTY RESTRICTION (the "Property Restriction") is made and entered into as of the 28th day of March, 2002 between the SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah ("City") and "AND JUSTICE FOR ALL", a Utah Non-Profit Corporation ("SUBGRANTEE").

RECITALS

A. City and SUBGRANTEE are parties to that certain Grant Agreement (the "Agreement") dated as of March 26, 2002. All capitalized terms used herein without definition shall have the meaning set forth in the Agreement.

B. One goal of the City reflected in the Agreement is to ensure the use of the real property (including the beneficiaries of such use) which was acquired or improved in whole or in part using CDBG funds in excess of \$25,000 is not changed until five years after the closeout of the grant from which the assistance to the property was provided. Regulations outlining these requirements are listed in the Code of Federal Regulations at 24 CFR 570.505.

C. Pursuant to the Agreement and as a condition to execution of the Agreement by City, SUBGRANTEE has agreed to execute this Declaration of Property Restriction against the property known by the street address of 205 North 400 West, 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 the Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

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1. The above Recitals are incorporated herein as part of this Agreement.
2. Property Restriction. The standards in this section apply to real property within the SUBGRANTEE/recipient'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 CDBG funds are first spent for the property until five years after the closeout of the grant from which the assistance to the property was provided.
 - a. A SUBGRANTEE/recipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made unless the SUBGRANTEE/recipient 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 is not a building for the general conduct of government; or
 - ii. The requirements in paragraph (b) of this section are met.
 - b. If the SUBGRANTEE/recipient 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, it may retain or dispose of the property for the changed use if the SUBGRANTEE/recipient's CDBG program is reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditure of non-CDBG funds for acquisition of, and improvements to, the property.
 - c. If the change of use occurs after closeout, the provisions governing income from the disposition of the real property in §570.504(b)(4) or (5), as applicable, shall apply to the use of funds reimbursed.
 - d. Following the reimbursement of the CDBG program in accordance with paragraph (b) of this section, the property no longer will be subject to any CDBG requirements.
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 from which assistance to the property was provided (the "Date"). At any time after the Date, SUBGRANTEE/recipient or its successor, may 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.

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IN WITNESS WHEREOF, the Parties have executed this Declaration as of the day and year first above written.

CITY:

SALT LAKE CITY CORPORATION



By *Ross C. Anderson*
Ross C. Anderson
Mayor

Approved as to form
Salt Lake City Attorney's Office

Date: 3/25/2002
By: *J. Spindler*

SUBGRANTEE:

AND JUSTICE FOR ALL, a Utah Non-Profit
Corporation

By *John A. Beckstead*
John A. Beckstead, President

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ATTEST:

Christine Meeker
CHIEF DEPUTY CITY RECORDER

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

On the 28th day of March 2002, personally appeared before me John A. Beckstead, who being by me duly sworn did say that he is the President of "And Justice For All", and that the within and foregoing instrument was signed on behalf of said Non-Profit Corporation.

Cathy Prestwich
NOTARY PUBLIC



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EXHIBIT "A"

Beginning at the Southeast Corner of Lot 1, Block 101, Plat "A", Salt Lake City Survey and running thence along the East boundary line of said Lot 1, North 00 deg 06'30" West 132.07 feet; thence South 89 deg 54'06" West 165.07 feet; thence South 00 deg 06'30" East 132.07 feet to the South Boundary line of said Lot 1; thence along the South boundary line of said Lot 1 North 89 deg 54'06" East 165.07 feet to the point of beginning.

Together with and subject to a Right of Way for access purposes over along and across the following described property:

Beginning at a point East 150.00 feet from the Southeast corner of Lot 1, Block 101, Plat "A", Salt Lake City Survey and running thence North 132.00 feet; thence West 35 feet; thence South 132.00 feet; thence East 35 feet to the point of beginning.

Tax ID No. 08-36-328-011-0000

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