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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CO COMMUNITY RESOURCE & DEV
SUITE S2100
BY: ZJM, DEPUTY - WI 3 P.

WHEN RECORDED RETURN TO:

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

Space Above This Line for Recorder's Use

DEED RESTRICTION

THIS DEED RESTRICTION (the "Restriction") is made and effective as of 2nd day of October 2008, by DOMINGUEZ PARK INVESTMENT, LLC, a limited liability company licensed in the State of Utah, whose address is 223 West 700 South, Salt Lake City, Utah 84101 ("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 3990 South 900 West Street in Salt Lake City, 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 (BV07105c) dated July 1, 2007, 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 twenty 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

Mani Williams

STATE OF UTAH)

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: ss.

COUNTY OF)

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On the 2 day of Oct, 2008, personally appeared before me Manion A. [Signature], who being by me, duly sworn, did say that s/he is the GP, DPT, LLC a Utah LLC, and that the foregoing instrument was signed by him on behalf of said body by authority of a Resolution, and the said AGENT FOR SERVICE OF PROCESS acknowledged to me that said body executed the same.

[Signature]

Notary Public

Residing in Salt Lake County

My Commission Expires:

8-24-10

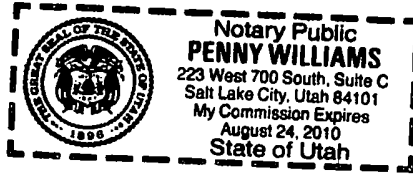


EXHIBIT A

All that real property located in Salt Lake County, Utah and described as:

PARCEL 1:

Beginning at a point on the West line of 700 West Street being South 89°55'00" West 206.07 feet and North 00°02'30" West 1168.454 feet and South 89°57'30" West 33.00 feet from the Southeast Corner of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 89°57'30" West 415.90 feet; thence South 0°02'30" East 338.687 feet to the center of an existing irrigation ditch; thence North 86°50'30" West 353.11 feet along said center of ditch; thence North 318.98 feet; thence North 89°57'30" East 303.23 feet; thence North 0°02'30" West 32.00 feet; thence North 89°57'30" East 405.00 feet; thence North 82°21'49" 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 36.00 feet along said West line to the point of beginning.

PARCEL 2:

Beginning at a point in the center of an irrigation ditch and on the West right of way line of Sixth West Street (700 West), said point being South 89°55' West 206.07 feet and North 00°02'30" West 804.67 feet and North 86°50'30" West 33.05 feet from the Southeast Corner of Section 35, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 86°50'30" West 416.55 feet along the center of said irrigation ditch; thence North 00°02'30" West 338.687 feet; thence North 89°57'30" East 415.90 feet; thence South 00°02'30" East 361.94 feet to the point of beginning.

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