

C-101030

WHEN RECORDED MAIL TO:
REDEVELOPMENT AGENCY OF SALT LAKE CITY
285 WEST NORTH TEMPLE, SUITE 200
SALT LAKE CITY, UTAH 84103

NO FEE

5188876
28 JANUARY 92 09:56 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: SHARON WEST , DEPUTY

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RENTAL REHABILITATION HOUSING PROJECT AGREEMENT

This Agreement is made this 19TH day of JULY, 1991, by and between the Redevelopment Agency of Salt Lake City (the "Agency") and STEPHEN A. GOLDSMITH, EXECUTIVE DIRECTOR OF ARTSPACE, (the "Owner").

Witnesseth:

Whereas, the Agency has been designated by Salt Lake City Corporation as the agency 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 Agency 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 located at 339 WEST PIERPONT AVENUE, Salt Lake City, Utah, the following Agreement is made by and between the Agency and the Owner covering the real property located at 339 WEST PIERPONT AVENUE, Salt Lake City, Utah, and more particularly described as follows: BEGINNING 54.27 FEET: NORTH FROM THE SOUTHWEST CORNER OF LOT 3, BLOCK 61, PLAT "A", SALT LAKE CITY SURVEY; THENCE NORTH 60.73 FEET; THENCE EAST 410.0 FEET; THENCE SOUTH 115.00 FEET; THENCE WEST 327.5 FEET; THENCE NORTH 4.7 FEET; NORTHWESTERLY PARALLEL WITH AND 8.5 FEET DISTANT FROM THE CENTER LINE OF SPUR TRACK 98.27 FEET TO THE POINT OF BEGINNING.
ALSO BEGINNING 150.0 FEET WEST FROM THE SOUTHEAST CORNER OF LOT 8, BLOCK 61, PLAT "A", SALT LAKE CITY SURVEY; THENCE WEST 100.0 FEET; THENCE NORTH 115.0 FEET; THENCE EAST 100.0 FEET, THENCE SOUTH 115.0 FEET TO THE POINT OF BEGINNING.
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.
- 4) The Owner, after receiving a Rental Rehabilitation Loan, shall make a good faith effort to follow the affirmative marketing program

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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 Agency, or its designee, the Housing Authority of Salt Lake City, 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 Agency's affirmative marketing housing policy.
- 6) The Owner and the Agency, or its designee, the Housing Authority of Salt Lake City, 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 Agency or its designee, the Housing Authority of Salt Lake City, all its affirmative action marketing plan and records upon request. The Agency, or its designee, the Housing Authority of Salt Lake City, 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 Redevelopment Agency 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.

ARTSPACE, BY STEPHEN A. GOLDSMITH
Owner EXECUTIVE DIRECTOR

Stephen A. Goldsmith
Signature(s) of Owner


Date 7/19/91

RICHARD J. TURPIN, DEPUTY DIRECTOR
Redevelopment Agency of Salt Lake City

Richard J. Turpin
Signature

Date 7/18/91

Subscribed and sworn to before me this 19TH day of July, 1991.

 Notary Public
RONALD D. POHLMAN
 285 West North Temple
 Salt Lake City, Utah 84103
 My Commission Expires
 March 20, 1994
 State of Utah

Ronald D. Pohlman
Notary Public
Residing in Salt Lake City

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