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RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED MAIL TO:

Citibank, N.A.
Transaction and Asset Management Group/Post Closing
388 Greenwich Street, Trading 6th Floor
New York, New York 10013
Attention: Tanya Jimenez
Re: The Village at North Station Deal ID No. 60000325

Tax ID: 08-34-353-055 and 08-34-353-038

LA1908-MCY

**ASSIGNMENT OF DEED OF TRUST
AND LOAN DOCUMENTS**

KNOW ALL PERSONS BY THESE PRESENTS:

UTAH HOUSING CORPORATION, an independent body politic and corporate constituting a public corporation, organized and existing under the laws of the State of Utah (“**Assignor**”), pursuant to that certain Funding Loan Agreement, dated as of the date hereof, among Assignor, **CITIBANK, N.A.**, a national banking association (“**Assignee**”), and U.S. Bank National Association, a national banking association, as fiscal agent, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents assign to Assignee, without recourse, all of Assignor’s right, title and interest in and to, subject to the Unassigned Rights (as defined in the Funding Loan Agreement), the instruments (“**Assigned Instruments**”) described on Schedule 1 attached hereto.

TOGETHER with the Note described in the Assigned Instruments, and the money due and to become due thereon, with the interest thereon, TO HAVE AND TO HOLD the same unto the said Assignee forever, subject only to all the provisions contained therein, AND the said Assignor hereby constitutes and appoints the Assignee as the Assignor’s true and lawful attorney, irrevocable in law or in equity, in the Assignor’s name, place and stead, but at Assignee’s cost and expense, to have, use and take all lawful ways and means for the recovery of all of the said money and interest; and in case of payment, to discharge the same as fully as the Assignor might or could if these presents were not made.

Overriding Limitations. In no event shall Assignor:

(i) prosecute its action to a lien on the Project, as defined in that certain Borrower Loan Agreement by and between North Temple LIHTC, LLC, a Utah limited liability company (“**Borrower**”), and Assignor (the “**Borrower Loan Agreement**”); or

(ii) take any action which may have the effect, directly or indirectly, of impairing the ability of Borrower to timely pay the principal of, interest on, or other amounts due under, the Borrower Loan or of causing Borrower to file a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Borrower under any applicable liquidation, insolvency, bankruptcy, rehabilitation, composition, reorganization, conservation or other similar law in effect now or in the future; or

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(iii) interfere with the exercise by Assignee or Servicer of any of their rights under the Borrower Loan Documents upon the occurrence of an event of default by Borrower under the Borrower Loan Documents; or

(iv) take any action to accelerate or otherwise enforce payment or seek other remedies with respect to the Borrower Loan.

Definitions. All capitalized terms that are used and are not defined herein shall have the respective meanings ascribed to them in the Borrower Loan Agreement. In all references herein to any parties, persons, entities or corporations the use of any particular gender on the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

Dated as of the 1st day of June, 2021 (the foregoing date is for reference purposes only and this Assignment shall not be effective until the Closing Date, as defined in the Borrower Loan Agreement).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Assignment of Deed of Trust and Loan Documents or caused this Assignment of Deed of Trust and Loan Documents to be duly executed and delivered by its authorized representative as of the date first set forth above.

ASSIGNOR:

UTAH HOUSING CORPORATION

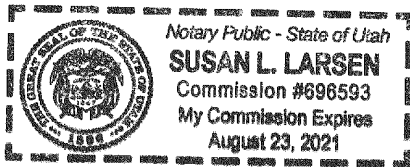
By: 
Name: David C. Damschen
Title: President

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

On this 12th day of May, 2021, before me, the undersigned Notary Public, personally appeared David C. Damschen, who acknowledged himself to be the President of Utah Housing Corporation and that he is an officer authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Utah Housing Corporation, by himself as such officer.

IN WITNESS WHEREOF I hereunto set my hand and official seal.


Signature of Notary Public



**SCHEDULE 1
TO
ASSIGNMENT OF DEED OF TRUST
AND LOAN DOCUMENTS**

ASSIGNEE:

Citibank, N.A.
388 Greenwich Street, Trading 6th Floor
New York, New York 10013

ASSIGNED INSTRUMENTS:

1. Multifamily Note by North Temple LIHTC, LLC, a Utah limited liability company (“**Borrower**”), to Assignor, dated as of the Closing Date, in the original principal amount of up to \$98,600,000.
2. Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing (Tax Exempt), dated as of the date hereof, executed by Borrower for the benefit of Assignor securing the principal amount of up to \$98,600,000, which is being recorded immediately prior hereto in the Recorder’s Office of Salt Lake County, Utah, and encumbers the real property (and improvements thereon) that is more particularly described on **Exhibit A**.

EXHIBIT A

LEGAL DESCRIPTION

Real property in the Salt Lake City, County of Salt Lake, State of Utah, described as follows:

PARCEL 1:

A PARCEL OF LAND SITUATE IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF NORTH TEMPLE STREET, SAID POINT BEING NORTH 89°58'38" EAST 322.84 FEET AND SOUTH 00°01'22" EAST 74.41 FEET FROM THE STREET MONUMENT AT 2050 WEST STREET AND NORTH TEMPLE STREET, SAID MONUMENT BEING NORTH 00°00'38" WEST 739.45 FEET FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 89°57'15" EAST 91.05 FEET ALONG THE SOUTH LINE OF NORTH TEMPLE STREET; THENCE SOUTH 45°42'14" EAST 23.78 FEET ALONG THE SOUTH LINE OF NORTH TEMPLE STREET; THENCE EAST 44.14 FEET ALONG THE SOUTH LINE OF NORTH TEMPLE STREET; THENCE NORTH 50°03'30" EAST 25.11 FEET ALONG THE SOUTH LINE OF NORTH TEMPLE STREET; THENCE NORTH 87°09'19" EAST 7.22 FEET ALONG THE SOUTH LINE OF NORTH TEMPLE STREET; THENCE SOUTH 202.06 FEET; THENCE NORTH 89°58'38" EAST 175.00 FEET; THENCE NORTH 00°11'08" WEST 210.00 FEET; THENCE NORTH 89°58'38" EAST 301.21 FEET ALONG THE SOUTH LINE OF NORTH TEMPLE STREET; THENCE SOUTH 00°00'43" EAST 672.30 FEET; THENCE NORTH 89°56'42" EAST 307.01 FEET TO THE WEST LINE OF ORANGE STREET; THENCE SOUTH 00°03'08" EAST 278.65 FEET ALONG THE WEST LINE OF SAID ORANGE STREET; THENCE NORTH 89°54'47" WEST 43.67 FEET; THENCE SOUTH 45°05'13" WEST 28.85 FEET; THENCE NORTH 89°54'47" WEST 617.52 FEET; THENCE NORTH 14°26'08" WEST 4.99 FEET; THENCE SOUTH 89°21'06" WEST 42.59 FEET; THENCE NORTH 14°23'36" WEST 199.10 FEET; THENCE NORTH 76°12'53" EAST 10.13 FEET; THENCE NORTH 14°31'54" WEST 19.69 FEET; THENCE SOUTH 77°19'44" WEST 10.22 FEET; THENCE NORTH 14°19'29" WEST 49.07 FEET; THENCE SOUTH 89°56'42" WEST 136.10 FEET; THENCE NORTH 00°03'18" WEST 33.27 FEET; THENCE SOUTH 89°56'42" WEST 26.17 FEET; THENCE NORTH 00°11'08" WEST 298.49 FEET; THENCE NORTH 19°39'22" WEST 15.00 FEET; THENCE NORTH 00°11'08" WEST 352.24 FEET TO THE POINT OF BEGINNING.

PARCEL 1A:

A NONEXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, APPURTENANT TO A **PORTION** OF PARCEL 1 DESCRIBED HEREIN, AS SET FORTH AND DEFINED IN THAT CERTAIN ACCESS, UTILITIES AND PARKING EASEMENT AGREEMENT RECORDED NOVEMBER 20, 2020 AS ENTRY NO. 13469236

IN BOOK 11065 AT PAGE 2278 OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER.

PARCEL 2:

BEGINNING NORTH 89°12'01" EAST 504.03 FEET, MORE OR LESS, AND NORTH 700.45 FEET, MORE OR LESS, FROM THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°58'38" EAST 175 FEET; SOUTH 210 FEET; WEST 175 FEET; NORTH 210 FEET TO THE BEGINNING.

LESS AND EXCEPTING THAT PORTION OF LAND CONVEYED TO UTAH TRANSIT AUTHORITY BY THAT CERTAIN WARRANTY DEED RECORDED FEBRUARY 4, 2010 AS ENTRY NO. 10892412 IN BOOK 9801 AT PAGE 9352 OF OFFICIAL RECORDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY, SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, IN SALT LAKE COUNTY, INCIDENT TO THE CONSTRUCTION OF THE "AIRPORT LIGHT RAIL TRANSIT PROJECT"; A UTAH TRANSIT AUTHORITY PROJECT, KNOWN AS "ALRT", AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID ENTIRE TRACT AND THE SOUTHERLY RIGHT OF WAY LINE OF NORTH TEMPLE STREET, WHICH POINT IS 34.69 FEET SOUTH 00°04'57" WEST AND 504.03 FEET NORTH 89°12'01" EAST AND 700.61 FEET NORTH (RECORD 700.45 FEET NORTH) FROM THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE NORTH 89°58'38" EAST 160.97 FEET ALONG THE NORTHERLY BOUNDARY LINE OF SAID ENTIRE TRACT AND SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 87°09'19" WEST 161.17 FEET TO THE WESTERLY BOUNDARY LINE OF SAID ENTIRE TRACT; THENCE NORTH 7.93 FEET ALONG SAID WESTERLY BOUNDARY LINE TO THE POINT OF BEGINNING.

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