

UD-52190  
March 1967  
(Formerly PHA-2190)

ABSTRACT Sub 3  
INDEX  
GRANTED  
GRANTOR  
NOTES MADE  
REMARKS

No. \_\_\_\_\_  
RECORDED AT THE REQUEST OF Wasatch Co. Housing Authority  
DATE AUG 16 1982 TIME 1:00 p.m.  
BOOK 204 OF RECORDS PAGES 543 FEE 7.00  
DONNA S. MCKENDRICK TOOELE COUNTY RECORDER

Tooele County Recorder  
DONNA S. MCKENDRICK

DECLARATION OF TRUST

WHEREAS, the TOOELE COUNTY HOUSING AUTHORITY, (herein called the "Local Authority"), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the State of UTAH, and the United States of America (herein called the "Government") whose address is Executive Tower Inn, 1405 Curtis Street, Denver, Colorado 80202 pursuant to the United States Housing Act of 1937 (42 U.S.C. 1401, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract dated as of June 25, 1982, as amended to and including ACC (herein called the "Annual Contributions Contract") providing for a loan and for annual contributions to be made by the Government to assist the Local Authority in financing low-rent housing project; and

WHEREAS, as of the date of the execution of this Declaration of Trust the Annual Contributions Contract covers certain low-rent housing in the City of Tooele, County of Tooele, State of Utah, which low-rent housing will be known as Project No. UT99-P020-001; and

WHEREAS, the Local Authority (1) proposes to issue and deliver its Bonds and Permanent Notes to aid in financing the Projects from time to time provided for under the terms of the Annual Contributions Contract to which Contract reference is hereby made for definitions of the Bonds, Permanent Notes, and Projects, and (2) may from time to time issue and deliver its obligations (herein called "Refunding Bonds") to refund said Bonds and Permanent Notes; and

WHEREAS, each Project and acquisition of the site or sites thereof will have been financed with the proceeds of the Bonds and/or advances by the Government on account of the loan provided for in the Annual Contributions Contract and the Bonds and Permanent Notes will be secured (1) severally, by pledges of specific amounts of the annual contributions payable to the Local Authority by the Government pursuant to said Contract; and (2) by a pledge of certain revenues of the Projects financed by an issue or issues of Bonds to the extent and in the manner described in the Annual Contributions Contract and the resolutions of the Local Authority authorizing such Bonds and Permanent Notes:

NOW, THEREFORE, to assure the Government and the holder or holder of the Bonds, Refunding Bonds, or Permanent Notes, and each of them, of the performance by the Local Authority of the covenants contained in the Annual Contributions Contract and the resolutions of the Local Authority authorizing the issuance of the Bonds, Refunding Bonds, or Permanent Notes, the Local Authority does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of the Government and said holders of the Bonds, Refunding Bonds, or Permanent Notes, for the purposes hereinafter stated, the following described real property situated in the City of Tooele, County of Tooele, State of Utah,

TO WIT:

See Exhibit A attached hereto and made a part hereof.

Project No. UT99-P020-001

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The Local Authority hereby declares and acknowledges that during the existence of the trust hereby created, the Government and the holders from time to time of the Bonds, Refunding Bonds, or Permanent Notes issued or to be issued pursuant to the provisions of the Annual Contributions Contract, have been granted and are possessed of an interest in the above described Project property, TO WIT:

The right to require the Local Authority to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, leasing, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the Local Authority may (1), to the extent and in the manner

543

543

provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public rights-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, 42 U.S.C. 1401, et seq., or (2), with the approval of the Government, release any Project which has not then been financed by an issue or issues of Bonds from the trust hereby created: Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to the Government pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of the Government (1) upon any conveyance or transfer made by the Local Authority of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public rights-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the Local Authority of any Project which has not then been financed by an issue or issues of Bonds shall be effective to release such property from the trust hereby created.

When all indebtedness of the Local Authority to the Government arising under the Annual Contributions Contract has been fully paid and when all the Bonds, Refunding Bonds, and Permanent Notes, together with interest thereon, have been fully paid, or monies sufficient for the payment thereof have been deposited in trust for such payment in accordance with the respective resolutions of the Local Authority authorizing the issuance of such Bonds, Refunding Bonds, and Permanent Notes, the trust hereby created shall terminate and shall no longer be effective.

Nothing herein contained shall be construed to bestow upon the holder or holders of any of the Bonds or Refunding Bonds, or of the coupons appertaining thereto, or any holder of the Permanent Notes (other than the Government) any right or right of action or proceeding by which the Local Authority might be deprived of title to or possession of any Project.

IN WITNESS WHEREOF, the Local Authority by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be

hereunto affixed and attested this 16th day of August, 1982.

*Gary L. Callister*  
GARY L. CALLISTER, Chairman  
By \_\_\_\_\_  
Chairperson

(SEAL)  
ATTEST:  
*Loris A. Frailey*  
LORIS A. FRAILEY  
Secretary

State of Utah )  
County of Tooele )  
ss:

On this 16th day of August, 1982, before me \_\_\_\_\_, a Notary Public in and for Tooele County, State of Utah, personally appeared Gary L. Callister, known to me to be the Chairperson and personally appeared Loris A. Frailey, known to me to be the Secretary of the Corporation that is described in the within instrument and acknowledged that they executed said instrument on behalf of said corporation.

My commission expires: 1-20-86 *Laura E. Rupp*  
Notary Public

(NOTARY SEAL)  
LORIS A. FRAILEY  
SECRETARY

544

544

EXHIBIT ALEGAL DESCRIPTIONALSO KNOWN AS  
STREET ADDRESS

All of Lots 124, 125, 126, 127, 128, 129, 130, 137, 138, 139, 140, 141, 142 and 143, WESTWOOD MESA SUBDIVISION, according to the official plat thereof on record at the office of the Tooele Recorder.

625 South 775 West St.  
Tooele, Utah 84074

Subject to easements, reservations, restrictions and covenants of record.

QUITCLAIM DEED - recorded Book 159, Pages 275 and 276 in the Officials Records of the County Recorder's Office, Tooele County, Utah: The public utility easements between Lots 124 and 125, 128 and 129, 138 and 139, 142 and 143, excepting from these lots the seven (7) foot public utility easements at the rear of said lots and being in Westwood Mesa Plat "A" Subdivision located in the Northeast Quarter of Section 32, Township 3 South, Range 4 West, Salt Lake Base and Meridian, Tooele County, Utah and hereby expressly excepting and reserving to the Company, any and all interest otherwise acquired in said property, except as above stated. IN WITNESS WHEREOF, the Company has caused these presents to be executed by its duly authorized officer this 3rd day of June, 1982.

THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY  
Recorded State of Colorado, County of Arapahoe, on 3rd day of June 1982.

DISCLAIMER - UTAH POWER & LIGHT COMPANY, a corporation, hereby disclaims and abandons all of its right, title and interest in and to that certain portion of Utility Easement on Westwood Mesa Plat "A" Subdivision, and recorded in the records of the County Recorder of Tooele No. 324161, Book 159 Page 275 and 276, being more particularly described as follows: The Public Utility Easements between Lots 124, 125, 128 and 129, 138, 139, 142 and 143, excepting from these 8 Lots the 7 foot Public Utility Easements at the rear of said Lots and being in Westwood Mesa Plat "A" Subdivision. Recorded 4th day of May 1982 - State of Utah, County of Salt Lake, and No. 352096 recorded 18 Jun 82, Book 203 Page 623, Tooele County.

545

545