

WHEN RECORDED MAIL TO:  
Utah Department of Workforce Services  
Office of Homeless Services  
140 E 300 S  
Salt Lake City, UT 84111  
CT-158150-MCM

DEED RESTRICTION

TIN 16-00-110-00)  
THIS DEED RESTRICTION ("Restriction") is made by Stratford Apartments 169, LLLP, a Utah limited liability limited partnership ("Owner"), whose address is 440 South 500 East, Salt Lake City, UT 84102 for the benefit of the Utah Department of Workforce Services, Office of Homeless Services ("DWS-OHS"), whose address is 140 E 300 S, Salt Lake City, UT 84111.

RECITALS

A. Owner owns certain real property ("Property") located at 169 East 200 South, Salt Lake City, UT 84111 in Salt Lake County, Utah, and more fully described as follows:

PARCEL 1:

Residential Unit 1, contained within STRATFORD CONDOMINIUM, as the same is identified in the Plat filed in the office of the Salt Lake County Recorder, Utah, on December 20, 2006 as Entry No. 9946062 in Book 2006P of Plats at Page 384 and in the declaration recorded December 20, 2006 as Entry No. 9946063 in Book 9397 at Page 3579 and the First Amendment to Declaration for Stratford Condominiums recorded 3.21.24 as Entry No. 4221060 in Book 11480 at Page 5587 (as said declaration may have been subsequently restated, amended and/or supplemented).

TOGETHER WITH the undivided ownership interest in and to the Common Areas and Facilities defined under said declaration.

PARCEL 1A:

A nonexclusive easement as disclosed in that certain Encroachment Easement Agreement recorded 3.21.24 as Entry No. 4221060 in Book 11480 at Page 6029. Being more particularly described as follows:

Beginning at a point being South 89°58'22" West 88.00 feet and North 00°01'45" West 1.00 foot from the Southeast corner of Lot 1, Block 71, Plat "A", Salt Lake City Survey and running thence South 89°58'15" West 0.54 feet; thence North 00°01'45" West 42.86 feet; thence North 89°58'15" East 0.54 feet; thence South 00°01'45" East 42.86 feet to the point of beginning.

ALSO:

Beginning at a point being South 89°58'22" West 88.00 feet and North 00°01'45" West 84.92 feet from the Southeast corner of Lot 1, Block 71, Plat "A", Salt Lake City Survey and running thence South 89°58'15" West 0.61 feet; thence North 00°01'45" West 5.08 feet; thence North 89°58'15" East 0.61 feet; thence South 00°01'45" East 5.08 feet to the point of beginning.

PARCEL 1B:

A temporary and nonexclusive easement as disclosed in that certain Temporary Construction Easement Agreement recorded 3.21.24 as Entry No. 14221005 in Book 11400 at Page 691. Being more particularly described as follows:

Beginning at a point being North 00°01'45" West 90.00 feet and South 89°58'22" West 66.50 feet from the Southeast corner of Lot 1, Block 71, Plat "A", Salt Lake City Survey and running thence South 89°58'22" West 21.50 feet; thence North 00°01'38" West 9.67 feet; thence North 89°58'22" East 21.50 feet; thence South 00°01'38" East 9.67 feet to the point of beginning.

Tax Parcel No.: 16-06-110-001

B. First Step House, a Utah nonprofit corporation ("First Step") is the sole member and manager of Stratford Apartments GP, LLC, a Utah limited liability company ("GP"), which is the general partner of Owner.

C. First Step and the DWS-OHS have entered into that certain Grant Agreement dated October 2, 2023 ("Agreement"), pursuant to which DWS-OHS agreed to provide Coronavirus State and Local Fiscal Recovery Funds ("SLFRF Funds") to First Step, the proceeds of which have or will be used by First Step to make a loan to the Owner in the amount of the SLFRF Funds ("SLFRF Sponsor Loan").

D. As a condition of DWS-OHS providing the SLFRF Funds to First Step, DWS-OHS requires that Owner record this Restriction against the Property.

E. The SLFRF program, established under the American Rescue Plan Act of 2021, provides assistance to eligible entities to support their response to and recovery from the COVID-19 pandemic, including for development, repair, and operation of affordable housing and services or programs to increase long-term housing security.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner agrees as follows for the benefit of DWS-OHS:

1. RESTRICTION. Owner agrees that the Property shall be used to provide affordable housing units as required by the Agreement, Utah Code Title 35A, Chapter 16, Part 6, COVID-19 Homeless Housing and Services Grant Program, 42 U.S.C. § 802, and all regulations and

guidance from the U.S. Treasury regarding SLFRF for affordable housing development. This Restriction is irrevocable, runs with the land, and is binding upon the successors, assigns, lenders, and beneficiaries of the parties for the Term set forth in Section 2 below.

2. TERM. This Restriction runs from the date of execution of the Restriction and will remain in effect for the period of affordability, which begins when a certificate of occupancy has been issued for the Property and continues for a period of 25 years thereafter (the "Term"). Upon expiration of the Term, this Restriction shall automatically terminate without need for any other documentation, notice, or recorded material. Nevertheless, Owner and DWS-OHS shall promptly cooperate and take the actions, including executing documents, either of them deems necessary to terminate this Restriction at the end of the Term and remove the encumbrance created hereby from the Property.

3. ENFORCEMENT. This Restriction constitutes an enforceable restriction, runs with the title to the Property, shall not be subordinated without written approval from DWS-OHS, which approval shall not be unreasonably withheld, conditioned, or delayed, and shall survive any foreclosure proceeding. DWS-OHS will be irreparably damaged unless this Restriction is specifically enforced. Upon any violation or threatened violation of this Restriction, DWS-OHS may institute any proceeding to enforce this Restriction, enjoin the continuing violation, and exercise any other rights and remedies provided by law or equity. Within thirty (30) business days after December 31 of each year that this Restriction encumbers the Property, Owner shall provide to DWS-OHS a report in the format provided by DWS-OHS evidencing Owner's compliance with the Restriction. Upon reasonable advance written notice, Owner shall allow DWS-OHS to inspect the Property and records concerning the Property at any time during the Term. DWS-OHS may consider a repeated failure by the Owner to provide the report or to allow inspection of the Property to be an admission by the Owner that the Owner's use of the Property is not in compliance with this Restriction.

If an enforcement action is initiated and DWS-OHS prevails, DWS-OHS shall be entitled to an award of its costs and reasonable attorney fees from the Owner, and an order requiring that the use of the Property shall be brought into and remain in compliance with the Restriction.

*[Signature page follows]*

WHEREFORE, this Restriction is executed by Owner on this 26<sup>th</sup> day of March, 2024.

**STRATFORD APARTMENTS 169, LLLP,**  
a Utah limited liability limited partnership

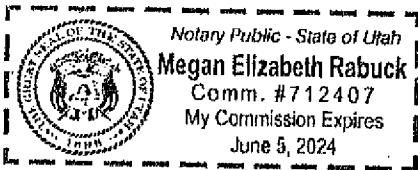
By: Stratford Apartments GP, LLC,  
a Utah limited liability company  
Its: General Partner

By: First Step House,  
a Utah non-profit corporation  
Its: Sole Member and Member

By: *Shawn McMillen*  
Name: Shawn McMillen  
Its: Executive Director

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

The foregoing instrument was acknowledged before me this 18 day of March, 2024, by Shawn McMillen as the Executive Director of First Step House, a Utah nonprofit corporation, the manager and sole member of Stratford Apartments GP, LLC, a Utah limited liability company, the general partner of Stratford Apartments 169, LLLP a Utah limited liability limited partnership, on behalf of the limited liability limited partnership.



*M. Rabuck*  
NOTARY PUBLIC