

LIN04CDH

TYPE OF RECORD:	PERMANENT
CATEGORY OF RECORD:	CONTRACT
NAME OF CONTRACTOR:	COLORADO DIVISION OF HOUSING AND RENT USE COVENANT (EIAF #03-047 LINDEN POINTE)
SUBJECT/PROJECT:	TO INSURE THAT CERTAIN RENTAL AND OCCUPANCY LIMITATIONS ASSOCIATED WITH THE PROGRAM ARE MET
CITY DEPARTMENT:	PUBLIC WORKS AND PLANNING
YEAR:	2004
EXPIRATION DATE:	NONE
DESTRUCTION DATE:	NONE

STATE OF COLORADO

DIVISION OF HOUSING

Kathi Williams, Director

Department of Local Affairs



Bill Owens
Governor
Michael L. Beasley
Executive Director

December 27, 2004

The Honorable Jim Spehar, Mayor
City of Grand Junction
250 N. 5th St.
Grand Junction, CO 81501

Re: EIAF Contract # 03-047 (Linden Pointe)

Dear Mr. Spehar:

Enclosed you will find a copy of the Colorado Division of Housing Beneficiary and Rent Use Covenant which was recorded by the county on 12/13/04.

Please retain the attached copy in your file for future reference.

Thank you,

Antoniette Estrada
Asset Manager

Cc: Jody Kole, Grand Junction Housing Authority
Gregory E. Hancock, Grand Junction Housing Authority

When Recorded Return To:

COLORADO DIVISION OF HOUSING
ATTENTION: Antoniette Estrada
1313 SHERMAN STREET, ROOM 518
DENVER, CO 80203

2228827 BK 3797 PG 697-699
12/13/2004 12:34 PM
Janice Ward CLK&REC Mesa County, CO
RecFee \$15.00 SurChg \$1.00

COLORADO DIVISION OF HOUSING BENEFICIARY AND RENT USE COVENANT

THIS BENEFICIARY AND RENT USE COVENANT is made this 13th day of December, 2004, by the Linden Pointe LLLP, 1011 North 10th Street, Grand Junction, CO 81501, ("Owner"), fee simple owner of certain property further described herein.

WHEREAS, the Owner is recipient of funds from the Colorado Division of Housing to be used for the **CONSTRUCTION** of the following described real property in the City of Grand Junction, Mesa County, State of Colorado (the "Property"):

(Insert Legal Description as Attachment A)

WHEREAS, as a condition to the receipt of such funds, Owner has agreed to record a covenant to run with the Property to insure that certain rental and occupancy limitations associated with the program are met;

NOW, THEREFORE, the following is established as a covenant running with the Property;

1. Restriction. For the term of the Restriction, the Property shall be used primarily to provide housing for Eligible Beneficiaries at Affordable Rents, as defined herein.
2. Eligible Beneficiaries. The owner, its successors, assignees, heirs, grantees, or lessees shall insure that the units listed below are affordable to households whose income is equal to or less than the listed Area Median Income (AMI) at the time the household initially occupies their rental unit. Income eligibility requirements are defined by the Department of Housing and Urban Development (HUD), or if no longer published, by an equivalent type index.

Total # Units At 2004 AMI	30% AMI (\$15,500)	40% AMI (\$20,680)	50% AMI (\$25,850)	60% AMI (\$31,020)	80% AMI (\$41,350)	Total
One-Bedroom	2	4	12	2		20
Two-Bedroom	2	11	25	9		47
Three-Bedroom	1	3	12	8		24
Manager's Unit					1	1
Total	5	18	49	19		92

3. **Affordable Rents:** To insure the housing is affordable to low income households, the **92 (ninety-two)** DOH assisted rental units must have rents within the HUD AMI rents including the HUD approved utility allowances.

County		1-Bedroom	2-Bedroom	3-Bedroom	4-Bedroom
Fair Market Rent	eff. 10/01/03	463	579	780	929
30 % of AMI Rents	eff. 01/28/04	290	348	403	450
40 % of AMI Rents	eff. 01/28/04	388	465	537	600
50 % of AMI Rents	eff. 01/28/04	485	581	671	750
60 % of AMI Rents	eff. 01/28/04	582	697	806	900

4. **Long Term Affordability.** The owner, its successors, assignees, heirs, grantees, or lessees shall ensure that this property remains affordable, without regard to the term of any mortgage of transfer of ownership, for a period of not less than **40** years. This affordability restriction may terminate upon foreclosure or transfer in lieu of foreclosure, unless the owner of record, before the foreclosure, or anyone with business or family ties to the owner, obtains an ownership interest in the property through the foreclosure.
5. **Change in Use.** If this property is not used for housing the above described beneficiaries, at the above described rents for **40** years following the date of contract execution, the owner, its successors and assignees, heirs, grantees, or lessees shall be required to repay the State the grant funds attributed to this property, unless the State authorizes the transfer of repaid funds to one or more public housing entities, or private nonprofit corporations.
6. **Enforcement.** The **City of Grand Junction, Mesa County**, Colorado Division of Housing and/or the Department of Housing and Urban Development, or appropriate representatives thereof may enforce this Covenant.
7. Upon satisfaction of the above covenants, DOH will release the owner, its successors, assignees, heirs, grantees, or lessees of this agreement.

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

HI-00515R of 20515R

1. Name of Grantee (as shown in item 5 of Standard Form 424) Grand Junction, Colorado	3. Grantee's 9-digit Tax ID Number 84-6000592	4. Date use of funds may begin (mm/dd/yyyy) 09/01/2005
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 250 North Fifth Street Grand Junction, CO 81501	5a. Project/Grant No. 1 B-05-MC-08-0013	6a. Amount Approved \$387,644
	5b. Project/Grant No. 2	6b. Amount Approved
	5c. Project/Grant No. 3	6c. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) <i>for</i> Guadalupe M. Herrera	Grantee Name City of Grand Junction, Colorado
Title Director, Community Planning and Development	Title Honorable Bruce Hill, Mayor
Signature <i>Guadalupe M. Herrera</i>	Signature <i>Bruce Hill</i>
Date (mm/dd/yyyy) SEP 22 2005	Date (mm/dd/yyyy) 10-7-05

7. Category of Title I Assistance for this Funding Action (check only one) <input checked="" type="checkbox"/> a. Entitlement, Sec 106(b) <input type="checkbox"/> b. State-Administered, Sec 106(d)(1) <input type="checkbox"/> c. HUD-Administered Small Cities, Sec 106(d)(2)(B) <input type="checkbox"/> d. Indian CDBG Programs, Sec 106(a)(1) <input type="checkbox"/> e. Surplus Urban Renewal Funds, Sec 112(b) <input type="checkbox"/> f. Special Purpose Grants, Sec 107 <input type="checkbox"/> g. Loan Guarantee, Sec 108	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 07/13/2005	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number	
		9b. Date Grantee Notified (mm/dd/yyyy) SEP 22 2005		
11. Amount of Community Development Block Grant		9c. Date of Start of Program Year (mm/dd/yyyy) 09/01/2005		
		FY (2005)	FY ()	FY ()
a. Funds Reserved for this Grantee				
b. Funds now being Approved		\$387,644		
c. Reservation to be Cancelled (11a minus 11b)				

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency N/A
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency N/A
	Title N/A
	Signature

HUD Accounting use Only

Batch	TAC	Program Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153										
	176										
		Y					Project Number		Amount		
		Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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13. (b) Special conditions:

E. O. 12372 - SPECIAL CONTRACT CONDITIONS

1. Notwithstanding any provision of the Grant Agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under the Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 C.F.R. Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.