

LEASE AMENDMENT

This Lease Amendment (“Amendment”) amends that certain Lease Agreement between Salt Lake County, a body corporate and politic of the state of Utah, (“Lessee”), and the Housing Authority of Salt Lake City and the Housing Authority of the County of Salt Lake, bodies corporate and politic of the State of Utah, acting in the capacity of Tenants in Common of the Property (“Lessor”).

RECITALS

WHEREAS, the parties entered into a Lease Agreement (“Lease”) for the space currently known as the Friendly Neighborhood Senior Center located at approximately 1992 S 200 E, Salt Lake City, UT 84190, as more fully described in the Lease (the “Property”) and;

WHEREAS, the effective date of that Lease is October 17, 1973 and;

WHEREAS, the Lease prohibits Lessee from allowing use of the Property by any other organization;

WHEREAS, Lessee has requested the ability to allow Lessee to permit limited use of the Property by other persons, organizations, corporations, or governmental entities upon prior written approval from Landlord.

NOW THEREFORE, the parties agree as follows:

I. Paragraph 4 of the Lease is hereby modified to read as follows:

4. Nonassignable

- a) This Lease and Agreement and all rights, privileges, and obligations established hereunder shall not be assignable by any of the parties hereto.
- b) LESSEE may sublease or permit other persons, organizations, corporations, or governmental entities to use Spaces A and B, for a period of one year or less

per lease or permitted use, and for normal uses associated with the operations of public housing, only upon prior written approval from both the Housing Authority of Salt Lake City and the Housing Authority of the County of Salt Lake.

- c) To the extent that alternative use purposes are addressed in the written approval under Paragraph 4.b, the Parties agree that the restrictions found in Paragraph 3.A.1 of the Lease are waived when both the Housing Authority of Salt Lake City and the Housing Authority of the County of Salt Lake provide the prior the written approval.

II. HUD Rider to Lease Amendment. The HUD Rider, attached to this Amendment as Appendix A, is hereby incorporated by reference and deemed a part of this Amendment and the Lease. In the event of a conflict between any provisions of this Amendment or the Lease and any of the provisions of the HUD rider, the provisions of the HUD Rider shall control.

III. Restatement of Lease. Other than as set forth herein, all remaining terms of the original Lease are restated by this Amendment, and there is no other modification to the Lease other than as set forth in writing in this document or such other documents as the parties may have signed modifying the original Lease. All other terms of the Lease shall remain the same.

[Signature page to follow.]

DATED this ____ day of _____ 2018.

LANDLORD:

Housing Authority of Salt Lake City

By: _____

Its: _____

Housing Authority of the County of Salt
Lake

By: _____

Its: _____

TENANT(S):

SALT LAKE COUNTY, a body corporate
and politic

By: _____

Mayor or Designee

County Division Approval:

Aging and Adult Services

Appendix A

HUD Rider to Lease Amendment

This HUD Rider to Lease Amendment (the "**Rider**") modifies the Lease and Agreement (the "**Lease**") and any documents or amendments executed in connection therewith entered into among the Housing Authority of Salt Lake City and the Housing Authority of the County of Salt Lake (collectively, the "**Lessor**") and Salt Lake County on the property described in the Lease (the "**Property**").

1. **Conflict Clause.** To the extent that any of the foregoing is in conflict with the requirements of the United States Housing Act of 1937 (1937 Act), as amended, federal regulations, and the related Annual Contributions Contract ("ACC"), as amended, and other HUD requirements, the HUD requirements shall control and govern in such instances of conflict.
2. **Indemnification Clause.** It is acknowledged and agreed that the Lessor ("PHA") has no authority to provide guarantees, indemnifications, rights of set off, or other pledges involving the assets of any Public Housing Project (as the term 'Project' is defined in the ACC between PHA and HUD (the "Public Housing Project") or other assets of the PHA, including and Housing Choice Voucher (HCV) related assets of the PHA. Accordingly, except as approved by HUD in writing, it is acknowledged that there is no legal right of recourse against: (1) any Public Housing Project of PHA; (2) any operating receipts (as the term "operating receipts" is defined in ACC), HCV receipts or Capital or Operating Funds of PHA; (3) any public housing operating reserve of PHA reflected PHA's annual operating budget and required under the ACC, or (4) any other asset of the PHA related to the 1937 Act. Should any assets of the PHA be identified at a later date as meeting the criteria set forth above, any guarantees, indemnifications, right of set off, or other pledges involving those assets will be deemed null, void, and unenforceable.
3. **Termination Clause.** If HUD approves the termination of the ACC at the public housing project and/or release of the DOT/DORC (e.g., through a disposition under Section 18 of the 1937 Act, the Rental Assistance Demonstration (RAD) program or any other removal action of the SAC), the PHA may terminate this agreement. In addition, if HUD determines that the agreement does not comply with federal public housing requirements, the PHA may terminate the agreement.
4. **HUD is not a Guarantor.** HUD is not a Guarantor of the PHA and is not liable for the actions of the PHA under this agreement.
5. **No Assignment Rights or Rights of Mortgage or Security Interests.** The agreement does not include any assignment rights or rights of mortgage or security interests unless HUD approval under section 30 of the 1937 Act has been