

EXHIBIT 3

RAD Use Agreements

EXHIBIT 3a

RAD Use Agreement Housing Assistance Payment Agreement #1

Recording Requested by:

Housing Authority of the City of Yuma

When Recorded, Mail To:

Housing Authority of the City of Yuma
c/o Garcia, Kinsey, Scott & Villarreal, P.L.C.
241 South Main Street
Yuma, Arizona 85364

**Rental Assistance Demonstration
Use Agreement**

**U.S. Department of Housing
and Urban Development**
Office of Housing
Office of Public and Indian Housing

OMB Approval No. 2577-
0276 (Exp. 02/29/16)

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Paperwork Reduction Project (2577-0276), Office of Information Technology, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

This Rental Assistance Demonstration Use Agreement (hereinafter called the "Agreement") made the _____ day of June, 2017, by and between the United States of America, Secretary of Housing and Urban Development (hereinafter called "HUD") and City of Yuma, Arizona, Owner, (hereinafter called the "Owner"), and acknowledged by the Housing Authority of the City of Yuma, provides as follows:

Whereas, Rental Assistance Demonstration (hereinafter called "RAD") provides the opportunity to test the conversion of public housing and other HUD-assisted properties to long-term, project-based Section 8 rental assistance to achieve certain goals, including the preservation and improvement of these properties through access by Owners to private debt and equity to address immediate and long-term capital needs.

Whereas, Projects funded under the public housing programs may under RAD convert their assistance to long-term, project-based Section 8 rental assistance contracts. Under this component of RAD, Owners may choose between two forms of Section 8 Housing Assistance Payment (HAP) contracts: project-based vouchers (PBVs) or project-based rental assistance (PBRA). No incremental funds are authorized for this component. Owners will convert their assistance at current subsidy levels.

Whereas, Projects shall have a RAD Use Agreement that will be recorded superior to other liens on the property, run for the same term as the initial term of the HAP contract, automatically renew upon each extension or renewal of the HAP contract for a term that runs with each renewal term of the HAP contract, and remain in effect even in the case of abatement or termination of the HAP contract (for the term the HAP contract would have run, absent the abatement or termination).

Whereas, HUD has approved the conversion of the "Project" identified as Housing Authority of the City of Yuma Scattered Sites and covering real property with situs address of 1350 W. Colorado St., Yuma Arizona 85364, further described in Exhibit "A" attached hereto; and that this approval is evidenced by and through the terms of the RAD Conversion Commitment as described in Exhibit "B" attached hereto; and that was previously subject to a public housing Declaration of Trust dated December 23, 1987 and recorded on January 25, 1989 in the Recorder's Office of Yuma County as Docket 1623, Page 488; and such public housing Declaration of Trust was released on (date) _____ and recorded on (date) _____ in the Recorder's Office of Yuma County as document number Fee # _____

Whereas, pursuant to the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011) and the corresponding PIH Notice 2012-32 published on July 26, 2012 (hereinafter called the "RAD Notice"), which this Use Agreement incorporates, in exchange for HUD's agreement to permit this conversion to PBVs or PBRA, the Owner has agreed to continue to operate the assisted PBV or PBRA units only as rental housing for the initial term, and each renewal term of the HAP Contract, unless otherwise approved by HUD;

Now Therefore, in consideration of the mutual promises set forth herein and of other valuable consideration, the parties hereby agree as follows:

1. **Definitions.** All terms used in this Agreement have the same meaning as set forth in the definitions in RAD Notice.
2. **Term.** The initial term shall be 20 years. Unless otherwise approved by HUD, this Agreement shall remain in effect through the initial term, and for an additional period to coincide with any renewal term of the HAP Contract. This Agreement will survive HAP abatement or termination of the HAP Contract unless otherwise approved by HUD.
3. **Use Restriction and Tenant Incomes.** The HAP-assisted units within this Project shall be used solely as rental housing for tenants meeting the eligibility and income-targeting requirements under the HAP Contract. In the case that the HAP Contract is terminated (due to, e.g.: breach, or non-compliance), new tenants must have incomes at or below 80 percent of the average median income (AMI) at the time of admission for the remainder of the term of the Agreement, applicable to all units previously covered under the HAP contract. Additionally, rents must not exceed 30% of 80% of median income for an appropriate sized unit. Notwithstanding the foregoing, in the event the Owner is able to demonstrate to HUD's satisfaction that despite the Owner's good faith and diligent efforts to do so, the Owner is unable either (1) to rent a sufficient percentage of Units to Low Income Tenants or Very Low Income Tenants in order to satisfy the restrictions in this paragraph, or (2) to otherwise provide for the financial viability of the Project, HUD may, in its sole discretion, agree to reduce the percentage of units subject to the restriction under this paragraph or otherwise modify this restriction in a manner acceptable to the Owner and HUD. Any such modification of the restrictions listed in this paragraph shall be evidenced by a written amendment to this Agreement executed by each of the parties hereto.
4. **Subordination.** Any mortgage liens will be subject to this Agreement. This Agreement will survive foreclosure and bankruptcy.
5. **Fair Housing and Civil Rights Requirements.** Compliance with all applicable fair housing and civil rights requirements including the obligation to affirmatively further fair housing and the site selection and neighborhood standards requirements set forth in 24 CFR §§ 1.4(b)(3) and 941.202, as applicable, is required.
6. **Federal Accessibility Requirements.** Compliance with all applicable federal accessibility requirements under the Fair Housing Act and implementing regulations at 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8, and Titles II and III of the Americans with Disabilities Act and implementing regulations at 28 CFR Parts 35 and 36, respectively, is required.
7. **Transfer of the Agreement.** HUD has been granted and is possessed of an interest in the above described Project such that the Owner shall remain seized of the title to said Project and refrain from transferring, conveying, encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said Project or any part thereof without the release of said covenants by HUD. The Owner has constituted HUD as its attorney-in-fact to transfer PBV or PBRA assistance to another entity in the event of default under the HAP Contract. With HUD approval, after 10 years from the effective date of the initial term of the HAP Contract, if the Project is economically non-viable or physically obsolete, assistance may be transferred subject to this Agreement. Any such new Owner shall assume the obligations under this Agreement as a condition of any transfer. This Agreement shall be binding upon the Owners and all future successors and assigns until released by HUD.
8. **Release.** The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the Owner of any real or personal property which is determined to be excess to the needs of the 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 an interest therein, or (4) upon any instrument of release made by the Owner of the assisted PBV or PBRA units shall be effective to release such property from the restrictive covenants hereby created.
9. **Enforcement.** In the event of a breach or threatened breach of any of the provisions of this Agreement, any eligible tenant or applicant for occupancy within the Project, or the Secretary or his or her successors or delegates, may institute proper legal action to enforce performance of such provisions, to enjoin any acts in violation of such provisions, to recover whatever damages can be proven, and/or to obtain whatever other relief may be appropriate.
10. **Severability.** The invalidity, in whole or in part, of any of the provisions set forth in this Agreement shall not affect or invalidate any remaining provisions.
11. **Impairment of HAP Contract.** The terms and provisions of this Agreement shall continue in full force and effect except as expressly modified herein. Any conflicts between this Agreement and the HAP Contract shall be conclusively resolved by the Secretary.
12. **Execution of Other Agreements.** The Owner agrees that it has not and will not execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this Agreement, and that in any event, the provisions of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other conflicting requirements.
13. **Subsequent Statutory Amendments.** If revisions to the provisions of this Agreement are necessitated by

subsequent statutory amendments, the Owner agrees to execute modifications to this Agreement that are needed to conform to the statutory amendments. In

the alternative, at HUD's option, HUD may implement any such statutory amendment through rulemaking.
14. **No Negotiation.** This Agreement is not subject to negotiation by the Owner or any lender.

In Witness Whereof, HUD and the Owner thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this _____ day of _____, 20____.

(Seal)

HUD Attest:

By:

Title:

Date:

State of _____)
) ss:
County of _____)

Before me, _____, a Notary Public in and for said State, on this _____ day of _____, 2017, personally appeared _____, who is personally well known to me to be the _____, of HUD, and the person who executed the foregoing instrument by virtue of the authority vested in him by, and I having first made known to him the contents thereof, he did acknowledge the signing thereof to be a free and voluntary act and done on behalf of the Secretary of Housing and Urban Development for the uses, purposes and considerations therein set forth.

Witness my hand and official seal this _____ day of _____, 2017.
(Seal)

_____ (Notary Public)

My commission expires _____.

Owner Attest:

By: Gregory K. Wilkinson

Title: City Administrator

Date:

State of Arizona)
) ss:
County of Yuma)

Before me, _____, a Notary Public in and for said county and State, on this _____ day of _____, 2017, personally appeared Gregory K. Wilkinson , and proved to me on the basis of satisfactory evidence to be the City Administrator of the City of Yuma, Arizona, that executed the within instrument and acknowledged to me that such City of Yuma executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.
(Seal)

_____ (Notary Public)

My commission expires _____

Housing Authority of the City of Yuma Acknowledges:

By: Michael Morrissey

Title: Executive Director

Date:

State of Arizona)
) ss:
County of Yuma)

Before me, _____, a Notary Public in and for said county and State,
on this _____ day of _____, 2017, personally appeared Michael Morrissey,
and proved to me on the basis of satisfactory evidence to be the Executive Director of the Housing Authority of the City of Yuma, Arizona, that executed the within instrument and acknowledged to me that such Housing Authority of the City of Yuma executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.
(Seal)

_____ (Notary Public)

My commission expires _____.

EXHIBIT A – Property Subject to this RAD Use Agreement

Situs Address as listed by the Yuma County Assessor: 1350 W. Colorado Street, Yuma, AZ 85364

That part of Block 47, CITY OF YUMA, according to White's Official Survey filed April 4, 1894, in the office of the County Recorder of Yuma County, Arizona, lying South of the Levee;

TOGETHER WITH the East 15 feet of the 14th Avenue, right-of-way, extending from the North right-of-way line of Colorado Street to the South right-of-way line of the Yuma Valley Levee, contiguous to Block 47, CITY OF YUMA; and

TOGETHER WITH the West 15 feet of the 13th Avenue, right-of-way, extending from the North right-of-way line of Colorado Street to the South right-of-way line of the Yuma Valley Levee, contiguous to Block 47, CITY OF YUMA.

EXHIBIT B – RAD Conversion Commitment

EXHIBIT 3b

RAD Use Agreement Housing Assistance Payment Agreement #2

Recording Requested by:

Housing Authority of the City of Yuma

When Recorded, Mail To:

Housing Authority of the City of Yuma
c/o Garcia, Kinsey, Scott & Villarreal, P.L.C.
241 South Main Street
Yuma, Arizona 85364

**Rental Assistance Demonstration
Use Agreement**

**U.S. Department of Housing
and Urban Development**
Office of Housing
Office of Public and Indian Housing

OMB Approval No. 2577-0276
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This Rental Assistance Demonstration Use Agreement (hereinafter called the "Agreement") made the _____ day of June, 2017, by and between the United States of America, Secretary of Housing and Urban Development (hereinafter called "HUD") and City of Yuma, Arizona, Owner, (hereinafter called the "Owner"), and acknowledged by the Housing Authority of the City of Yuma, provides as follows:

Whereas, Rental Assistance Demonstration (hereinafter called "RAD") provides the opportunity to test the conversion of public housing and other HUD-assisted properties to long-term, project-based Section 8 rental assistance to achieve certain goals, including the preservation and improvement of these properties through access by Owners to private debt and equity to address immediate and long-term capital needs.

Whereas, Projects funded under the public housing programs may under RAD convert their assistance to long-term, project-based Section 8 rental assistance contracts. Under this component of RAD, Owners may choose between two forms of Section 8 Housing Assistance Payment (HAP) contracts: project-based vouchers (PBVs) or project-based rental assistance (PBRA). No incremental funds are authorized for this component. Owners will convert their assistance at current subsidy levels.

Whereas, Projects shall have a RAD Use Agreement that will be recorded superior to other liens on the property, run for the same term as the initial term of the HAP contract, automatically renew upon each extension or renewal of the HAP contract for a term that runs with each renewal term of the HAP contract, and remain in effect even in the case of abatement or termination of the HAP contract (for the term the HAP contract would have run, absent the abatement or termination).

Whereas, HUD has approved the conversion of the "Project" identified as Housing Authority of the City of Yuma Scattered Sites and covering real property with situs address 280 S. Magnolia Ave., Yuma, Arizona 85364, further described in Exhibit "A" attached hereto; and that this approval is evidenced by and through the terms of the RAD Conversion Commitment as described in Exhibit "B" attached hereto; and that was previously subject to a public housing Declaration of Trust dated December 19, 1983, and recorded on December 19, 1983, in the Recorder's Office of Yuma County as Docket 1363, Page 751 and such public housing Declaration of Trust was released on (date) _____ and recorded on (date) _____ in the Recorder's Office of Yuma County as document number Fee # _____; and that was previously subject to a public housing Declaration of Trust (Public Housing Modernization Grant Projects) dated December 21, 1992, and recorded on December 30, 1992, in the Recorder's Office of Yuma County as Docket 1838, Page 127 and such public housing Declaration of Trust and Modernization Grant Amendment was released on (date) _____ and recorded on (date) _____ in the Recorder's Office of Yuma County as document number Fee # _____.

Whereas, pursuant to the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011) and the corresponding PIH Notice 2012-32 published on July 26, 2012 (hereinafter called the "RAD

Notice”), which this Use Agreement incorporates, in exchange for HUD’s agreement to permit this conversion to PBVs or PBRA, the Owner has agreed to continue to operate the assisted PBV or PBRA units only as rental housing for the initial term, and each renewal term of the HAP Contract, unless otherwise approved by HUD;

Now Therefore, in consideration of the mutual promises set forth herein and of other valuable consideration, the parties hereby agree as follows:

1. **Definitions.** All terms used in this Agreement have the same meaning as set forth in the definitions in RAD Notice.
2. **Term.** The initial term shall be 20 years. Unless otherwise approved by HUD, this Agreement shall remain in effect through the initial term, and for an additional period to coincide with any renewal term of the HAP Contract. This Agreement will survive HAP abatement or termination of the HAP Contract unless otherwise approved by HUD.
3. **Use Restriction and Tenant Incomes.** The HAP-assisted units within this Project shall be used solely as rental housing for tenants meeting the eligibility and income-targeting requirements under the HAP Contract. In the case that the HAP Contract is terminated (due to, e.g.: breach, or non-compliance), new tenants must have incomes at or below 80 percent of the average median income (AMI) at the time of admission for the remainder of the term of the Agreement, applicable to all units previously covered under the HAP contract. Additionally, rents must not exceed 30% of 80% of median income for an appropriate sized unit. Notwithstanding the foregoing, in the event the Owner is able to demonstrate to HUD’s satisfaction that despite the Owner’s good faith and diligent efforts to do so, the Owner is unable either (1) to rent a sufficient percentage of Units to Low Income Tenants or Very Low Income Tenants in order to satisfy the restrictions in this paragraph, or (2) to otherwise provide for the financial viability of the Project, HUD may, in its sole discretion, agree to reduce the percentage of units subject to the restriction under this paragraph or otherwise modify this restriction in a manner acceptable to the Owner and HUD. Any such modification of the restrictions listed in this paragraph shall be evidenced by a written amendment to this Agreement executed by each of the parties hereto.
4. **Subordination.** Any mortgage liens will be subject to this Agreement. This Agreement will survive foreclosure and bankruptcy.
5. **Fair Housing and Civil Rights Requirements.** Compliance with all applicable fair housing and civil rights requirements including the obligation to affirmatively further fair housing and the site selection and neighborhood standards requirements set forth in 24 CFR §§ 1.4(b)(3) and 941.202, as applicable, is required.
6. **Federal Accessibility Requirements.** Compliance with all applicable federal accessibility requirements under the Fair Housing Act and implementing regulations at 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8, and Titles II and III of the Americans with Disabilities Act and implementing regulations at 28 CFR Parts 35 and 36, respectively, is required.
7. **Transfer of the Agreement.** HUD has been granted and is possessed of an interest in the above described Project such that the Owner shall remain seized of the title to said Project and refrain from transferring, conveying, encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said Project or any part thereof without the release of said covenants by HUD. The Owner has constituted HUD as its attorney-in-fact to transfer PBV or PBRA assistance to another entity in the event of default under the HAP Contract. With HUD approval, after 10 years from the effective date of the initial term of the HAP Contract, if the Project is economically non-viable or physically obsolete, assistance may be transferred subject to this Agreement. Any such new Owner shall assume the obligations under this Agreement as a condition of any transfer. This Agreement shall be binding upon the Owners and all future successors and assigns until released by HUD.
8. **Release.** The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the Owner of any real or personal property which is determined to be excess to the needs of the 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 an interest therein, or (4) upon any instrument of release made by the Owner of the assisted PBV or PBRA units shall be effective to release such property from the restrictive covenants hereby created.
9. **Enforcement.** In the event of a breach or threatened breach of any of the provisions of this Agreement, any eligible tenant or applicant for occupancy within the Project, or the Secretary or his or her successors or delegates, may institute proper legal action to enforce performance of such provisions, to enjoin any acts in violation of such provisions, to recover whatever damages can be proven, and/or to obtain whatever other relief may be appropriate.
10. **Severability.** The invalidity, in whole or in part, of any of the provisions set forth in this Agreement shall not affect or invalidate any remaining provisions.
11. **Impairment of HAP Contract.** The terms and provisions of this Agreement shall continue in full force and effect except as expressly modified herein. Any conflicts between this Agreement and the HAP Contract shall be conclusively resolved by the Secretary.

12. **Execution of Other Agreements.** The Owner agrees that it has not and will not execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this Agreement, and that in any event, the provisions of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other conflicting requirements.

13. **Subsequent Statutory Amendments.** If revisions to the provisions of this Agreement are necessitated by subsequent statutory amendments, the Owner agrees to execute modifications to this Agreement that are needed to conform to the statutory amendments. In the alternative, at HUD's option, HUD may implement any such statutory amendment through rulemaking.

14. **No Negotiation.** This Agreement is not subject to negotiation by the Owner or any lender.

In Witness Whereof, HUD and the Owner thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this _____ day of _____, 2017.

(Seal)

HUD Attest:

By:

Title:

Date:

State of _____)
) ss:
County of _____)

Before me, _____, a Notary Public in and for said State, on this _____ day of _____, 2017, personally appeared _____, who is personally well known to me to be the _____, of HUD, and the person who executed the foregoing instrument by virtue of the authority vested in him by, and I having first made known to him the contents thereof, he did acknowledge the signing thereof to be a free and voluntary act and done on behalf of the Secretary of Housing and Urban Development for the uses, purposes and considerations therein set forth.

Witness my hand and official seal this _____ day of _____, 2017.
(Seal)

_____ (Notary Public)

My commission expires _____

Owner Attest:

By: Gregory K. Wilkinson

Title: City Administrator

Date:

State of Arizona)
) ss:
County of Yuma)

Before me, _____, a Notary Public in and for said county and State, on this _____ day of _____, 2017, personally appeared Gregory K. Wilkinson , and proved to me on the basis of satisfactory evidence to be the City Administrator of the City of Yuma, Arizona, that executed the within instrument and acknowledged to me that such City of Yuma executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.
(Seal)

_____ (Notary Public)

My commission expires _____

Housing Authority of the City of Yuma Acknowledges:

By: Michael Morrissey

Title: Executive Director

Date:

State of Arizona)
) ss:
County of Yuma)

Before me, _____, a Notary Public in and for said county and State,
on this _____ day of _____, 20 , personally appeared Michael Morrissey, and proved to me on the basis of satisfactory evidence to be the Executive Director of the Housing Authority of the City of Yuma, Arizona, that executed the within instrument and acknowledged to me that such Housing Authority of the City of Yuma executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.
(Seal)

_____ (Notary Public)

My commission expires _____.

EXHIBIT A – Property Subject to this RAD Use Agreement

APN: 632-46-141

Situs Address as listed by the Yuma County Assessor: 280 S. Magnolia Avenue, Yuma, Arizona 85364

Lots 6, 7, 8, 9, 10 and 11, Block 7, TOWNSEND TRACT, according to the plat of record in the office of the County Recorder, Yuma County, Arizona in Book 1 of Plats, pages 13 and 14;

EXCEPTING THEREFROM the following described property:

BEGINNING at the Southwest corner of said Block 7;

Thence North 89° 56' 45" East, a distance of 105.59 feet to the TRUE POINT OF BEGINNING;

Thence continuing on the same line, a distance to 100.00 feet to a point;

Thence North 0° 00' 45" West, a distance of 130.00 feet to a point;

Thence South 89° 56' 45" West, a distance of 100.00 feet;

Thence South 0° 00' 45" East, a distance of 130.00 feet to the POINT OF BEGINNING.

EXHIBIT B – RAD Conversion Commitment

EXHIBIT 3c

RAD Use Agreement Housing Assistance Payment Agreement #3

Recording Requested by:
Housing Authority of the City of Yuma

When Recorded, Mail To:
Housing Authority of the City of Yuma
c/o Garcia, Kinsey, Scott & Villarreal, P.L.C.
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Whereas, Projects funded under the public housing programs may under RAD convert their assistance to long-term, project-based Section 8 rental assistance contracts. Under this component of RAD, Owners may choose between two forms of Section 8 Housing Assistance Payment (HAP) contracts: project-based vouchers (PBVs) or project-based rental assistance (PBRA). No incremental funds are authorized for this component. Owners will convert their assistance at current subsidy levels.

Whereas, Projects shall have a RAD Use Agreement that will be recorded superior to other liens on the property, run for the same term as the initial term of the HAP contract, automatically renew upon each extension or renewal of the HAP contract for a term that runs with each renewal term of the HAP contract, and remain in effect even in the case of abatement or termination of the HAP contract (for the term the HAP contract would have run, absent the abatement or termination).

Whereas, HUD has approved the conversion of the “Project” identified as Housing Authority of the City of Yuma Scattered Sites and covering real property as described in Exhibit “A” attached hereto; and that this approval is evidenced by and through the terms of the RAD Conversion Commitment as described in Exhibit “B” attached hereto; and that was previously subject to the following public housing declarations of trust:

DECLARATION #1

Declaration of Trust dated December 19, 1983, and recorded on December 19, 1983, in the Recorder's Office of Yuma County as Docket 1363, Page 751 and such public housing Declaration of Trust was released on (date)_____ and recorded on (date)_____ in the Recorder's Office of Yuma County as document number Fee # _____; and Declaration of Trust (Public Housing Modernization Grant Projects) dated December 21, 1992, and recorded on December 30, 1992, in the Recorder's Office of Yuma County as Docket 1838, Page 127 and such public housing Declaration of Trust (Public Housing Modernization Grant Projects) was released on (date)_____ and recorded on (date)_____ in the Recorder's Office of Yuma County as document number Fee # _____

DECLARATION #2

Dated December 19, 1983, and recorded on December 19, 1983, in the Recorder's Office of Yuma County as Docket 1363, Page 754; and such public housing Declaration of Trust was released on (date)_____ and recorded on (date)_____ in the Recorder's Office of Yuma County as document number Fee # _____

DECLARATION #3

Dated September 19, 1986, and recorded on September 19, 1986, in the Recorder's Office of Yuma County as Docket 1501, Page 5; and such public housing Declaration of Trust was released on (date)_____ and recorded on (date)_____ in the Recorder's Office of Yuma County as document number Fee # _____

DECLARATION #4

Dated December 5, 1988, and recorded on December 7, 1988, in the Recorder's Office of Yuma County as Docket 1616, Page 562; and such public housing Declaration of Trust was released on (date)_____ and recorded on (date)_____ in the Recorder's Office of Yuma County as document number Fee # _____

DECLARATION #5

Dated August 31, 1989, and recorded on September 18, 1989 in the Recorder's Office of Yuma County as Docket 1654, Page 968; and such public housing Declaration of Trust was released on (date)_____ and recorded on (date)_____ in the Recorder's Office of Yuma County as document number Fee # _____

DECLARATION #6

Dated September 5, 2012, and recorded on September 20, 2012, in the Recorder's Office of Yuma County at Fee #2012-23970; and such public housing Declaration of Trust was released on (date)_____ and recorded on (date)_____ in the Recorder's Office of Yuma County as document number Fee # _____

Whereas, pursuant to the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011) and the corresponding PIH Notice 2012-32 published on July 26, 2012 (hereinafter called the "RAD Notice"), which this Use Agreement incorporates, in exchange for HUD's agreement to permit this conversion to PBVs or PBRA, the Owner has agreed to continue to operate the assisted PBV or PBRA units only as rental housing for the initial term, and each renewal term of the HAP Contract, unless otherwise approved by HUD;

Now Therefore, in consideration of the mutual promises set forth herein and of other valuable consideration, the parties hereby agree as follows:

1. **Definitions.** All terms used in this Agreement have the same meaning as set forth in the definitions in RAD Notice.
2. **Term.** The initial term shall be 20 years. Unless otherwise approved by HUD, this Agreement shall remain in effect through the initial term, and for an additional period to coincide with any renewal term of the HAP Contract. This Agreement will survive HAP abatement or termination of the HAP Contract unless otherwise approved by HUD.
3. **Use Restriction and Tenant Incomes.** The HAP-assisted units within this Project shall be used solely as rental housing for tenants meeting the eligibility and income-targeting requirements under the HAP Contract. In the case that the HAP Contract is terminated (due to, e.g.: breach, or non-compliance), new tenants must have incomes at or below 80 percent of the average median income (AMI) at the time of admission for the remainder of the term of the Agreement, applicable to all units previously covered under the HAP contract. Additionally, rents must not exceed 30% of 80% of median income for an appropriate sized unit. Notwithstanding the foregoing, in the event the Owner is able to demonstrate to HUD's satisfaction that despite the Owner's good faith and diligent efforts to do so, the Owner is unable either (1) to rent a sufficient percentage of Units to Low Income Tenants or Very Low Income Tenants in order to satisfy the restrictions in this paragraph, or (2) to otherwise provide for the financial viability of the Project, HUD may, in its sole discretion, agree to reduce the percentage of units subject to the restriction under this paragraph or otherwise modify this restriction in a manner acceptable to the Owner and HUD. Any such modification of the restrictions listed in this paragraph shall be evidenced by a written amendment to this Agreement executed by each of the parties hereto.
4. **Subordination.** Any mortgage liens will be subject to this Agreement. This Agreement will survive foreclosure and bankruptcy.
5. **Fair Housing and Civil Rights Requirements.** Compliance with all applicable fair housing and civil rights requirements including the obligation to affirmatively further fair housing and the site selection and neighborhood standards requirements set forth in 24 CFR §§ 1.4(b)(3) and 941.202, as applicable, is required.
6. **Federal Accessibility Requirements.** Compliance with all applicable federal accessibility requirements under the Fair Housing Act and implementing regulations at 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR Part 8, and Titles II and III of the Americans with Disabilities Act and implementing regulations at 28 CFR Parts 35 and 36, respectively, is required.
7. **Transfer of the Agreement.** HUD has been granted and is possessed of an interest in the above described Project such that the Owner shall remain seized of the title to said Project and refrain from transferring, conveying, encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said Project or any part thereof without the release of said covenants by HUD. The Owner has constituted HUD as its attorney-in-fact to transfer PBV or PBRA assistance to another entity in the event of default under the HAP Contract. With HUD approval, after 10 years from the effective date of the initial term of the HAP Contract, if the Project is economically non-viable or physically obsolete, assistance may be transferred subject to this Agreement. Any such new Owner shall assume the obligations under this Agreement as a condition of any transfer. This Agreement shall be binding upon the Owners and all future successors and assigns until released by HUD.
8. **Release.** The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the Owner of any real or personal property which is determined to be excess to the needs of the 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 an interest therein, or (4) upon any instrument of release made by the Owner of the assisted PBV or PBRA units shall be effective to release such property from the restrictive covenants hereby created.
9. **Enforcement.** In the event of a breach or threatened breach of any of the provisions of this Agreement, any eligible tenant or applicant for occupancy within the Project, or the Secretary or his or her successors or delegates, may institute proper legal action to enforce performance of such provisions, to enjoin any acts in violation of such provisions, to recover whatever damages can be proven, and/or to obtain whatever other relief may be appropriate.

10. **Severability.** The invalidity, in whole or in part, of any of the provisions set forth in this Agreement shall not affect or invalidate any remaining provisions.
11. **Impairment of HAP Contract.** The terms and provisions of this Agreement shall continue in full force and effect except as expressly modified herein. Any conflicts between this Agreement and the HAP Contract shall be conclusively resolved by the Secretary.
12. **Execution of Other Agreements.** The Owner agrees that it has not and will not execute any other agreement with provisions contradictory of, or in opposition to, the provisions of this Agreement, and that in any event, the provisions of this Agreement are paramount and controlling as to the rights and obligations set forth and supersede any other conflicting requirements.
13. **Subsequent Statutory Amendments.** If revisions to the provisions of this Agreement are necessitated by subsequent statutory amendments, the Owner agrees to execute modifications to this Agreement that are needed to conform to the statutory amendments. In the alternative, at HUD's option, HUD may implement any such statutory amendment through rulemaking.
14. **No Negotiation.** This Agreement is not subject to negotiation by the Owner or any lender.
-

(Seal)

By:

Date:

Witness my hand and official seal this _____ day of _____, 2017.
(Seal)

My commission expires _____

Owner Attest:

By: Gregory K. Wilkinson

Title: City Administrator

Date:

State of Arizona)
) ss:
County of Yuma)

Before me, _____, a Notary Public in and for said county and State,
on this _____ day of _____, 2017, personally appeared Gregory K. Wilkinson, and proved to me on the basis of satisfactory evidence to be the City Administrator of the City of Yuma, Arizona, that executed the within instrument and acknowledged to me that such City of Yuma executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.
(Seal)

_____ (Notary Public)

My commission expires _____

Housing Authority of the City of Yuma Acknowledges:

By: Michael Morrissey

Title: Executive Director

Date:

State of Arizona)
) ss:
County of Yuma)

Before me, _____, a Notary Public in and for said county and State,
on this _____ day of _____, 20____, personally appeared Michael Morrissey,
and proved to me on the basis of satisfactory evidence to be the Executive Director of the Housing Authority of the City of Yuma, Arizona, that executed the within instrument and acknowledged to me that such Housing Authority of the City of Yuma executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.
(Seal)

_____ (Notary Public)

My commission expires _____, 20 _____.

EXHIBIT A – Property Subject to this RAD Use Agreement

Situs addresses as listed by the Yuma County Assessor: 655 S. Magnolia Avenue and 656 S. 16th Avenue, Yuma, Arizona 85364

Parcel A, H.A.C.Y. LOT TIE, according to Book 28 of Plats, page 77 and in Document No. 2017-07246, records of Yuma County, Arizona.

Situs Address as listed by the Yuma County Assessor: 175 S. 22nd Avenue, Yuma, AZ 85364

Lot 16, Block 75, McCLURE'S SUBDIVISION OF BLOCKS 74 AND 75, CITY OF YUMA, according to the plat of record in the office of the County Recorder, Yuma County, Arizona in Book 2 of Plats, page 32;

EXCEPT title to any mine of gold, silver, cinnabar, copper or lead or to any valid claim or possession held under the existing laws of Congress, as set forth in Patent from United States of America.

Situs Address as listed by the Yuma County Assessor: 260 S. 7th Avenue, Yuma, AZ 85364

Lot 9, Block 102, CITY OF YUMA, according to the plat of record in the office of the County Recorder, Yuma County, Arizona, recorded in Book 1 of Plats, page 16.

Situs Address as listed by the Yuma County Assessor: 1178 S. Arena Drive, Yuma, AZ 85364

Lot 10, Block 6, THOMAS ADDITION, according to Book 1 of Plats, page 21, records of Yuma County, Arizona.

Situs Address as listed by the Yuma County Assessor: 1188 S. Arena Drive, Yuma, AZ 85364

Lot 11, Block 6, THOMAS ADDITION, according to Book 1 of Plats, page 21, records of Yuma County, Arizona.

Situs Address as listed by the Yuma County Assessor: 1143 S. Arena Drive, Yuma, AZ 85364

Lot 13, Block 8, THOMAS ADDITION, according to Book 1 of Plats, page 21, records of Yuma County, Arizona.

Situs Address as listed by the Yuma County Assessor: 2230 S. Arizona Avenue, Yuma, AZ 85364.

Lot 6, Block 15, MESA HEIGHTS UNIT NO. 4, according to the plat of record in the office of the County Recorder, Yuma County, Arizona, recorded in Book 3 of Plats, page 46;

EXCEPT the East 28.50 feet thereof.

Situs Address as listed by the Yuma County Assessor: 2240 S. Arizona Avenue, Yuma, AZ 85364

Lot 7, Block 15, MESA HEIGHTS UNIT NO. 4, according to the plat of record in the office of the County Recorder, Yuma County, Arizona, recorded in Book 3 of Plats, page 46;

EXCEPT the East 28.50 feet thereof.

Situs Address as listed by the Yuma County Assessor: 2250 S. Arizona Avenue, Yuma, AZ 85364

Lot 8, Block 15, MESA HEIGHTS UNIT NO. 4, according to the plat of record in the office of the County Recorder, Yuma County, Arizona, recorded in Book 3 of Plats, page 46;

EXCEPT the East 28.50 feet thereof.

Situs Address as listed by the Yuma County Assessor: 1830, 1836, and 1840 S. 1st Avenue, Yuma, AZ 85364

Lots 4, 5 and 6, Block 1, Mesa Heights, according to the plat of record in the office of the County Recorder of Yuma County, Arizona, in Book 3 of Plats, Page 14.

Situs Address as listed by the Yuma County Assessor: 1900 S. Madison Ave., 1902 S. Madison Ave., Yuma, AZ 85364

Lots 1 and 2, Block 5, SUNSET HEIGHTS, according to Book 3 of Plats, page 9, records of Yuma County, Arizona.

Situs Address as listed by the Yuma County Assessor: 1924 S. Maple Avenue, Yuma, AZ 85364

Lot 4, Block 6, SUNSET HEIGHTS, according to Book 3 of Plats, page 9, records of Yuma County, Arizona.

Situs Address as listed by the Yuma County Assessor: 1635 W. 3rd Street, Yuma, AZ 85364

The West 300 feet of Lot 2, Block 4, TOWNSEND TRACT, according to the plat of record in the office of the County Recorder of Yuma County, Arizona in Book 1 of Plats, page 14.

Situs Address as listed by the Yuma County Assessor: 143 N. 22nd Avenue, Yuma, AZ 85364

The North 50 feet of the South 300 feet of the West half of Block 72, CITY OF YUMA, according to White's Official Survey filed April 4, 1894, records of Yuma County, Arizona.

TOGETHER WITH that certain part of the vacated portion of 22nd Avenue, vacated January 6, 1948 by Ordinance No. 484, of the City Council of the City of Yuma, recorded in Docket 209, page 180, lying south of the westerly prolongation of the north line of the North 50 feet of the South 300 feet of the West half of Block 72, CITY OF YUMA and lying north of the westerly prolongation of the south line of the North 50 feet of the South 300 feet of the West half of Block 72, CITY OF YUMA;

EXCEPT title to any mine of gold, silver, cinnabar, copper or lead or to any valid claim or possession held under the existing laws of Congress, as set forth in Patent from United States of America.

Situs Address as listed by the Yuma County Assessor: 140 and 144 S. 22nd Avenue, Yuma, AZ 85364

Lots 8, and 9, Block 74, McCLURE'S SUBDIVISION OF BLOCKS 74 AND 75, CITY OF YUMA, according to the plat of record in the office of the County Recorder, Yuma County, Arizona in Book 2 of Plats, page 32;

TOGETHER WITH that certain part of the vacated portion of 22nd Avenue, vacated January 6, 1948 by Ordinance No. 484, of the City Council of the City of Yuma, recorded in Docket 209, page 180, lying south of the westerly prolongation of the north line of Lot 8, Block 74, CITY OF YUMA and lying north of the westerly prolongation of the south line of Lot 10, Block 74, CITY OF YUMA, records of Yuma County, Arizona.

EXCEPT title to any mine of gold, silver, cinnabar, copper or lead or to any valid claim or possession held under the existing laws of Congress, as set forth in Patent from United States of America.

Situs Address as listed by the Yuma County Assessor: 148 S. 22nd Avenue, Yuma, AZ 85364

Lots 10, Block 74, McCLURE'S SUBDIVISION OF BLOCKS 74 AND 75, CITY OF YUMA, according to the plat of record in the office of the County Recorder, Yuma County, Arizona in Book 2 of Plats, page 32;

EXCEPT title to any mine of gold, silver, cinnabar, copper or lead or to any valid claim or possession held under the existing laws of Congress, as set forth in Patent from United States of America.

Situs Address as listed by the Yuma County Assessor: 588 S. 17th Avenue, Yuma, AZ 85364

Lot 2, Block 2, BELTRAN SUBDIVISION, according to the plat of record in the office of the County Recorder, Yuma County, Arizona, recorded in Book 3 of Plats, page 25.

Situs Address as listed by the Yuma County Assessor: 625 S. 17th Avenue, Yuma, AZ 85364

Lot 7, Block 1, BELTRAN SUBDIVISION, according to the plat of record in the office of the County Recorder, Yuma County, Arizona, recorded in Book 3 of Plats, page 25.

Situs Address as listed by the Yuma County Assessor: 2025 S. Madison and 2044 S. Maple Avenue, Yuma, AZ 85364

Lots 4, 5, 6, 7, 18, 19, 20, 21 and 22, Block 8, MESA HEIGHTS UNIT TWO, according to the plat of record in the office of the County Recorder, Yuma County, Arizona, recorded in Book 3 of Plats, page 16.

Situs Address as listed by the Yuma County Assessor: 2078 S. Walnut Avenue, Yuma, AZ 85364

Lots 9, 10, 11 and 12, Block 9, MESA HEIGHTS UNIT 3, according to the plat of record in the office of the County Recorder, Yuma County, Arizona, recorded in Book 3 of Plats, page 35.

Situs Address as listed by the Yuma County Assessor: 220 S. Magnolia Ave., Yuma, AZ 85364

Lots 2, 3, 4, 5, 12, 13, 14 and 15, Block 7, TOWNSEND TRACT, according to Book 3 of Plats, page 59, records of Yuma County, Arizona;

EXCEPT that part of Lots 2 and 15, occupied by the West Main Canal right of way.

Situs Address as listed by the Yuma County Assessor: 480 S. Madison Ave., Yuma, AZ 85364

Lots 7, 8, 9 and 10, Block 22, CITY OF YUMA, according to the White's Official Survey thereof, filed April 4, 1894, in the office of the Yuma County Recorder.

EXCEPT title to any mine of gold, silver, cinnabar or copper or to any valid claim or possession held under the existing laws of Congress, as set forth in Patent from United States of America.

Situs Address as listed by the Yuma County Assessor: 505 S. 1st Ave, Yuma, AZ 85364

Lot 12, Block 136, CITY OF YUMA, according to the White's Official Survey, filed April 4, 1894, records of Yuma County, Arizona;

TOGETHER WITH the West 10 feet of the vacated alley lying South of the Easterly prolongation of the North line of Lot 12, Block 136, and lying North of the Easterly prolongation of the South line of Lot 12, Block 136, CITY OF YUMA, vacated by Ordinance No. 112 of the Common Council of Yuma;

EXCEPT title to any mine of gold, silver, cinnabar or copper or to any valid claim or possession held under the existing laws of Congress, as set forth in Patent from United States of America.

EXHIBIT B – RAD Conversion Commitment