

RECORDED

JAN 16 2020

CITY RECORDER

Transaction No. ZFN-3181548

13182001

1/29/2020 3:32:00 PM \$40.00

Book - 10890 Pg - 4767-4773

RASHELLE HOBBS

Recorder, Salt Lake County, UT

COTTONWOOD TITLE

BY: eCASH, DEPUTY - EF 7 P.

WHEN RECORDED, RETURN TO:

Zions Bancorporation, N.A.
dba Zions First National Bank
Enterprise Loan Operations-UT RDWG 1970
PO Box 25007
Salt Lake City, UT 84125-0007

TAX ID 16-06-205-017

11626A-CAU

GROUND LEASE ESTOPPEL CERTIFICATE AND CONSENT

The Ground Lease Estoppel Certificate and Consent (the "Certificate") is made and executed this 24th day of January, 2020 (the "Closing Date") by and between Salt Lake City Corporation, a Utah municipal corporation ("Ground Lessor"), and STH Magnolia, LLC, a Utah limited liability company ("Borrower"), to and for the benefit of Zions Bancorporation, N.A., dba Zions First National Bank ("Lender").

RECITALS

A. Ground Lessor and Borrower entered into a Ground Lease Agreement which is further evidenced by a Memorandum of Ground Lease (collectively, the "Ground Lease"), whereby Ground Lessor agreed to lease to Borrower a leasehold interest in the real property described in the Ground Lease, which is located in Salt Lake County, State of Utah, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. Pursuant to the Promissory Note dated the Closing Date in which Borrower appears as "Borrower" and Lender appears as "Lender" and which is in the original principal amount of One Million Eight Hundred Sixty-Four Thousand Dollars (\$1,864,000.00) (the "Note"), and pursuant to the Construction and Term Loan Agreement dated the Closing Date wherein Borrower appears as "Borrower" and Lender appears as "Lender" (the "Loan Agreement"), Lender has loaned the proceeds of the Note to Borrower in connection with the development of the Property (the "Loan").

C. In connection with the Loan, Borrower has agreed to grant to Lender a second lien on its leasehold interest in the Property, and to assign to Lender all of Borrower's interest as tenant in the Ground Lease, which is subordinate to the Goldman Loan Documents.

D. As a condition to making the Loan, Lender is requiring and Ground Lessor has agreed to make certain representations and warranties concerning the Ground Lease and to consent to the other transactions described in this Certificate.

4828-4859-7421.v5

ESTOPPEL CERTIFICATE AND CONSENTS

In exchange for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Ground Lessor agrees as follows:

1. Estoppel Certificate. Ground Lessor hereby certifies to and agrees with Lender that as of the date of this Certificate, Lender is relying on all of the following certifications, representations, warranties and agreements of Ground Lessor in consideration for Lender making the Loan to Borrower and hereby makes all of the following representations, warranties, and agreements:

a. The Ground Lease is in full force and effect and is the valid and binding obligation of Ground Lessor and Borrower, enforceable in accordance with its terms.

b. All requirements for the commencement and validity of the Ground Lease have been satisfied.

c. Neither Ground Lessor nor Borrower, to the best of Ground Lessor's knowledge, is in default under the Ground Lease and no event has occurred and no condition exists, which with the giving of notice, the passage of time, or both, would constitute a default by Ground Lessor or Borrower under the Ground Lease.

d. To the best of Ground Lessor's knowledge, there are no defenses, counterclaims or setoffs against rents or charges due or which may become due under the Ground Lease and no claim by Borrower of any nature exists against Ground Lessor under the Ground Lease. All obligations of Ground Lessor have been fully performed under the Ground Lease.

e. Borrower has no right or option contained in the Ground Lease or in any other document to purchase all or any portion of the Property.

f. The Ground Lease has not been modified, terminated, or amended, by "side letter" or otherwise. Any modification, termination, cancellation or amendment of the Ground Lease without the prior written consent of Lender shall be void as to Lender.

g. Ground Lessor has not mortgaged, pledged, encumbered, or otherwise transferred the Property or its interest in the Property.

2. Acknowledgment and Consent. All parties to this Certificate hereby acknowledge and agree that the Construction and Term Loan Trust Deed, Assignment of Rents, Security Agreement, and Fixture Filing (Leasehold Interest) dated the Closing Date and executed by Borrower as "trustor", to and for the benefit of Lender as "beneficiary," and which secures Borrower's payment of the Loan to Lender ("Deed of Trust"), constitutes a "Leasehold Mortgage" as such term is defined in Section 8.1 of the Ground Lease. Ground Lessor also consents to the Deed of Trust encumbering the Property. All parties to this Certificate further acknowledge that

Lender has satisfied all conditions under the Ground Lease to become a "Leasehold Mortgage Lender" and that Lender is a "Leasehold Mortgage Lender" as such term is defined in Section 8.1 of the Ground Lease. All parties to this Certificate acknowledge and agree that Lender has all of the rights granted a Leasehold Mortgage Lender under the Ground Lease, including, without limitation, all rights under Article 8 thereof.

3. **Notices.** Any notices given in connection with this Certificate shall be in writing and shall be deemed to have been sufficiently given or served when personally delivered or when deposited in the United States mail, by registered or certified mail, addressed as follows:

Lender: Zions First National Bank
Real Estate Banking Group
One South Main Street, Suite 400
Salt Lake City, Utah 84133
Attn: Wendy Leonelli

With copies to: Kirton McConkie
50 East South Temple, Suite 400
Salt Lake City, Utah 84111
Attn: John B. Lindsay

Ground Lessor: Salt Lake City Corporation
PO Box 145460
451 South State Street, Room 425
Salt Lake City, Utah 84114-5460
Attn: Property Management

Such addresses may be changed by notice to the other party given in the same manner provided in this Section.

4. **Governing Law.** This Certificate shall be governed by, construed and interpreted in accordance with the laws of the State of Utah.

5. **Successors and Assigns.** This Certificate shall be binding upon any successors or assigns of Ground Lessor and Borrower, and shall inure to the benefit of Lender and its successors and assigns.

6. **Counterparts.** This Certificate may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, but all of which taken together shall constitute only one agreement. The production of any executed counterpart of this Certificate shall be sufficient for all purposes without producing or accounting for any other counterpart. Copies of this Certificate, and fax signatures thereon, shall have the same force, effect and legal status as an original.

7. **Defined Terms.** Unless otherwise defined in this Certificate, capitalized terms used herein have the meanings given them in the Loan Agreement.

*[SIGNATURE PAGE(S) AND EXHIBIT(S),
IF ANY, FOLLOW THIS PAGE]*

RECORDED Dated: January 16, 2020.

JAN 16 2020

CITY RECORDER
ATTEST

[Signature]
Deputy City Recorder



GROUND LESSOR

SALT LAKE CITY CORPORATION,
a Utah municipal corporation

By: *[Signature]*
Name: Erin Mendenhall
Title: Mayor

Approved as to Form

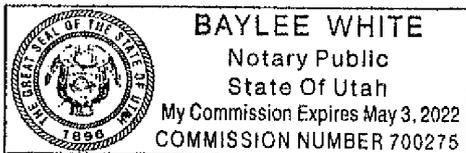
Salt Lake City Attorney's Office

Date: January 16, 2020

By: *[Signature]*
Kimberly K. Chytraus
Senior City Attorney

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 16 day of January, 2020,
by Erin Mendenhall, Mayor of SALT
LAKE CITY CORPORATION, a Utah municipal corporation.



[Signature]
NOTARY PUBLIC, residing in
Salt Lake County, Utah

BORROWER

STH MAGNOLIA, LLC,
a Utah limited liability company

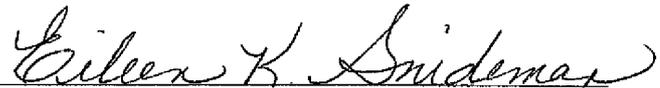
By: STH Magnolia Holdings, LLC,
a Utah limited liability company,
Managing Member of STH Magnolia, LLC

By: Shelter the Homeless, Inc.,
a Utah nonprofit corporation,
Manager of STH Magnolia Holdings, LLC

By: 
Preston L. Cochrane,
Executive Director of Shelter the Homeless, Inc.

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

The foregoing instrument was acknowledged before me this 18 day of December, 2019, by Preston L. Cochrane, Executive Director of Shelter the Homeless, Inc., a Utah nonprofit corporation, Manager of STH Magnolia Holdings, LLC, a Utah limited liability company, Managing Member of STH Magnolia, LLC, a Utah limited liability company.


NOTARY PUBLIC
Residing at: _____



**EXHIBIT A
REAL PROPERTY DESCRIPTION**

The real property located in Salt Lake County, State of Utah, and more particularly described as follows:

PARCEL 1:

Lot 1, VIOLIN SCHOOL COMMON SUBDIVISION, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder on December 12, 2019 as Entry No. 13145119 in Book 2019P at Page 344.

PARCEL 1A:

A non-exclusive right of way over and across the following described property:

Beginning at a point being South 89°58'28" West 6.00 feet South 00°02'38" East 60.02 feet from the Northwest corner of Lot 3, Block 50, Plat "B", Salt Lake City Survey; said point being on the Easterly right-of-way line of 300 East Street; thence leaving said Easterly right-of-way line along the Northerly line of Arnold Place North 89°58'29" East 154.75 feet; thence South 00°02'38" East 11.50 feet to the centerline of Arnold Place; thence along said centerline South 89°58'29" West 154.75 feet to said Easterly right-of-way of 300 East Street; thence along said Easterly right-of-way line North 00°02'38" West 11.50 feet to the point of beginning.

PARCEL 1B:

A non-exclusive right of way over and across the following described property:

Beginning at a point being North 89°58'28" East 138.22 feet from the Northwest corner of Lot 3, Block 50, Plat "B", Salt Lake City Survey, said point being on the Northerly line of said Lot 3; thence along said Northerly line of Lot 3 North 89°58'28" East 16.53 feet; thence leaving said Northerly line of Lot 3 South 00°02'38" East 83.02 feet; thence South 89°58'29" West 16.53 feet; thence North 00°02'38" West 83.02 feet to the point of beginning.

PARCEL 1C:

A non-exclusive easement, appurtenant to Parcel 1, for ingress and egress, as defined in that certain Declaration of Access Easement recorded December 12, 2019 as Entry No. 13145124 in Book 10871 at Page 4531.

Tax Id No.: 16-06-205-017