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RASHELLE HOBBS
Recorder, Salt Lake County, UT
SNELL & WILMER
BY: eCASH, DEPUTY - EF 9 P.

WHEN RECORDED, RETURN TO:

Artspace City Center, LLC
c/o Artspace
230 South 500 West, Suite 235
Salt Lake City, UT 84101
Attn: Jessica Norie

**SECOND AMENDMENT
TO
SUPPLEMENTAL EASEMENT AND SETTLEMENT AGREEMENT**

THIS SECOND AMENDMENT TO SUPPLEMENTAL EASEMENT AND SETTLEMENT AGREEMENT (this “**Amendment**”) is made and entered into effective as of September ~~23~~ **24**, 2021 (“**Second Amendment Effective Date**”) by and among ARTSPACE CITY CENTER, LLC, a Utah limited liability company (“**Artspace CC**”), BRIDGE PROJECTS, LLC, a Utah limited liability company (“**Bridge**,” and together with Artspace CC, “**Owner**”), and CENTRAL STATION APARTMENTS, LLC, a Utah limited liability company (“**CSA**”) (collectively, the “**Parties**”).

RECITALS

A. The Parties entered into that certain Supplemental Easement and Settlement Agreement dated March 25, 2021 and recorded on March 25, 2021 in the Salt Lake County Recorder’s Office as Entry Number 13610103, in Book 11143, Pages 8413-8446, as amended by that certain First Amendment to Supplemental Easement and Settlement Agreement dated June 23, 2021 (“**Supplemental Amendment**”) (so amended, the “**Agreement**”). The Agreement relates to the Artspace CC Property described on **Exhibit A-1** attached hereto, the Bridge Property described on **Exhibit A-2** attached hereto, and the CSA’s Property described on **Exhibit A-3** attached hereto.

B. The Parties are also parties to that certain that certain Temporary Construction Agreement dated January 29, 2020, as amended by that certain First Amendment to Temporary Construction Easement dated March 25, 2021 (so amended, the “**TCA**”). Simultaneous with the execution of this Amendment, the Parties will enter into a Third Amendment to Temporary Construction Agreement (“**Third TCA Amendment**”). The TCA, as amended by the Third TCA Amendment, is referred to herein as the “**Amended TCA**.”

C. The Parties desire to amend the Agreement. The Agreement, as amended by this Amendment, is referred to herein as the “**Supplemental Agreement**.”

AMENDMENT

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Incorporation of Recitals.** The above-referenced Recitals, including all defined terms set forth therein, are incorporated herein by this reference.

2. **Capitalized Terms.** All capitalized terms not expressly defined herein shall have the meanings ascribed to them in the Agreement.

3. **CenturyLink Relocation.** CSA represents that it has previously paid to CenturyLink, as required by the Supplemental Amendment, all relocation costs relating to the line as set forth in Section 3 of the Supplemental Amendment. On or prior to the Second Amendment Effective Date, CSA shall provide a written confirmation from CenturyLink (i) that it has received all payments needed to complete the relocation as set forth in Section 3 of the Supplemental Amendment and this Section 3, (ii) when the CenturyLink relocation work is anticipated to start, and (iii) of the detailed description of the relocation work, including plans for the existing CenturyLink lines and equipment in Woodbine and the Bridge island (“**C/L Plans**”). CSA hereby agrees to direct CenturyLink to perform the relocation work set forth in Section 3 of the Supplemental Amendment, this Section 3, and the C/L Plans, and shall cause CenturyLink to perform such relocation work before November 30, 2021. Prior to covering any lines installed by CenturyLink in Woodbine Street, Grantee shall provide Owner with color photographs that show such installed lines and their location, depth and separation distance; such photographs should demonstrate that all such lines have been installed within one (1) foot of the western portion of Woodbine Street in compliance with the requirements of the Amended TCA and the Supplemental Agreement. Promptly following the completion of the relocation of the CenturyLink lines, Grantee shall provide Owner with accurate as built plans showing all improvements and utilities installed on the Owner’s Property as part of and in relation to CSA’s Project, including, without limitation, the relocated CenturyLink lines on Woodbine; such plans shall also show all existing utilities, including those that CSA or its contractors or utilities providers have uncovered or cut.

4. **Legal Fees.** CSA agrees to pay Owner all of Owner’s legal expenses incurred in connection with the negotiation and preparation of this Amendment, any modification of the Supplemental Agreement, any CSA’s inquiries or questions arising out of the work performed by CSA under the Supplemental Agreement, the negotiation and preparation of documents with respect to all consents, waivers, inquiries, questions, easements and other agreements referred to in or arising out of the Supplemental Agreement and the Amended TCA, the installation of CenturyLink lines in Woodbine Street and all easement and termination documents negotiated in connection with such lines, and the satisfaction of all conditions precedent to the execution of such documents as required by the governing board of each Owner.

5. **Statement of No Other Changes.** CSA represents to Owner that no other changes to the Project’s utilities and construction plans have been made that have not been disclosed to Owner and that no future Project plans of CSA deviate from those disclosed to Owner in writing.

6. **Cross-Default.** Any violation or breach of the Supplemental Agreement shall be considered a default under the Amended TCA. In the event of any violation or breach of the Supplemental Agreement, in addition to any remedies available to Owner at law or in equity, during the term of the Amended TCA, Owner shall have the right to use the Security Deposit (as defined under the Amended TCA) to reimburse or compensate Owner for any liability, expense, attorneys fees, loss or damage which Owner may suffer or incur by reason thereof.

7. **Agreement Terms Apply; Amendment Controls.** Except as specifically provided herein, the terms and conditions of the Agreement remain in full force and effect. If any provision of the Agreement is in conflict with any provisions of this Amendment, the terms of this Amendment will control.

8. **Counterparts.** This Amendment may be executed in multiple counterparts, with the same effect as if all the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

9. **Run with the Land.**

a. Except as otherwise provided in **Section 9(b)** of this Amendment, this Amendment and the covenants created thereby are intended by the Parties to be and shall constitute covenants running with the land as to CSA's Property, the Artspace CC Property and the Bridge Property (each, a "**Property**"), and shall be binding upon and shall inure to the benefit of each Party and any person who acquires or comes to have any interest in any such Property, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. Each Party shall comply with, and all interests in such Property shall be subject to, the terms of the Supplemental Agreement. By acquiring, in any way coming to have an interest in, or occupying any portion of such Property, the person so acquiring, coming to have such interest in, or occupying such Property shall be deemed to have consented to, and shall be bound by, each and every provision of the Supplemental Agreement.

b. The benefits and rights of this Amendment shall be personal to Artspace CC and Bridge and shall be for the benefit of the land owned by Artspace CC and Bridge from time to time. For the avoidance of doubt, if Artspace CC sells the Option Property to the RDA, only Artspace CC and/or Bridge may enforce the provisions of this Amendment.

10. **RDA's Consent.** CSA agrees that the effectiveness of this Amendment as it pertains to the Option Property is subject to the approval of the RDA.

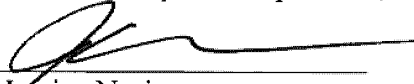
[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Amendment Effective Date.

ARTSPACE CC:

ARTSPACE CITY CENTER, LLC

By Artspace, a Utah nonprofit corporation, its Manager

By: 
Name: Jessica Norie
Its: President

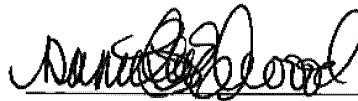
STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

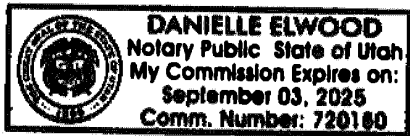
The foregoing instrument was acknowledged before me this 24 day of September, 2021, by Jessica Norie, the President of Artspace, a Utah nonprofit corporation, the Manager of Artspace City Center, LLC, a Utah limited liability company, on behalf of said company.

My commission expires: September 3, 2025

Witness my hand and official seal.

(SEAL)


Notary Public



BRIDGE:

BRIDGE PROJECTS, LLC

By Artspace, a Utah nonprofit corporation, its Manager

By: [Signature]
Name: Jessica Norie
Its: President

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

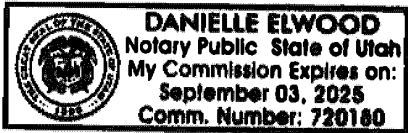
The foregoing instrument was acknowledged before me this 24 day of September, 2021, by Jessica Norie, the President of Artspace, a Utah nonprofit corporation, the Manager of Bridge Projects, LLC, a Utah limited liability company, on behalf of said company.

My commission expires: September 3, 2025

Witness my hand and official seal.

(SEAL)

[Signature]
Notary Public



CSA:

CENTRAL STATION APARTMENTS, LLC

By: Michael D. Batt
Name: Michael D. Batt
Its: Manager

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

The foregoing instrument was acknowledged before me this 23rd day of September, 2021, by Michael D. Batt, the Manager of Central Station Apartments, LLC, a Utah limited liability company, on behalf of said company.

My commission expires: 04/25/2025

Witness my hand and official seal.

(SEAL)

Alexis Gruninger
Notary Public

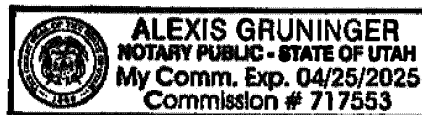


Exhibit A-1

Artspace CC Property

PARCEL 1:

BEGINNING AT A POINT 24.95 FEET NORTH FROM THE SOUTHWEST CORNER OF LOT 4, BLOCK 63, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE NORTH 57° 23' EAST 59.45 FEET; THENCE NORTH 76° 56' EAST 50 FEET; THENCE NORTH 85° 39' EAST 50 FEET; THENCE EAST 27 FEET; THENCE NORTH 11.33 FEET; THENCE EAST 107.47 FEET; THENCE SOUTH 11.33 FEET; THENCE EAST 20.5 FEET; THENCE SOUTH 72.1 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE EAST 26.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 165 FEET; THENCE WEST 210 FEET; THENCE SOUTH 00° 03' 33" EAST 12 FEET; THENCE NORTH 89° 43' 07" EAST 35 FEET; THENCE SOUTH 00° 03' 33" EAST 52.82 FEET; THENCE SOUTH 74° 34' WEST 108.05 FEET; THENCE SOUTH 59° 37' 27" WEST 58.85 FEET TO THE WEST LINE OF LOT 4; THENCE SOUTH 17 FEET, MORE OR LESS, TO BEGINNING.

ALSO TOGETHER WITH A 4 FOOT STRIP ADJACENT TO THE WEST LINE OF SUBJECT PROPERTY BEING A PORTION OF VACATED 600 WEST STREET.

PARCEL 2:

ALL OF LOT 7, BLOCK 63, PLAT "A", SALT LAKE CITY SURVEY.

Tax Parcel Nos. 15-01-152-008 and 15-01-151-006 (for reference purposes only).

Exhibit A-2

Bridge Property

PARCEL 1:

A PART OF LOT 5 AND 6, BLOCK 63, PLAT "A", SALT LAKE CITY SURVEY, IN SALT LAKE COUNTY, UTAH:

BEGINNING AT THE NORTHEAST CORNER OF LOT 6, BLOCK 63, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE SOUTH 89°53'08" WEST 348.62 FEET (348.50 FEET RECORD) ALONG THE SOUTH RIGHT OF WAY LINE OF 200 SOUTH STREET TO A POINT 18.51 FEET (18.50 FEET RECORD) WEST OF THE NORTHWEST CORNER SOUTH 00°03'32" WEST 165.07 FEET (165.00 FEET RECORD) TO A POINT 18.51 FEET (18.50 FEET RECORD) WEST OF THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 89°53'08" EAST 348.62 FEET ALONG THE SOUTH LINE OF LOT 5 AND LOT 6 TO THE SOUTHEAST CORNER OF LOT 6 AND THE WEST RIGHT OF WAY LINE OF 500 WEST STREET; THENCE NORTH 0°03'32" WEST 165.07 FEET ALONG SAID EAST LINE OF LOT 6 AND ALONG SAID WEST LINE OF 500 WEST STREET TO THE POINT OF BEGINNING.

PARCEL 1A:

TOGETHER WITH A RIGHT OF WAY AND EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY, AS GRANTED IN THAT CERTAIN RIGHT OF WAY, RECORDED January 28, 2000, AS ENTRY NO. 7564538, IN BOOK 8339 AT PAGE 682 OF OFFICIAL RECORDS, TO WIT:

A PART OF LOT 4 AND LOT 7, BLOCK 63, PLAT "A", SALT LAKE CITY SURVEY, IN SALT LAKE CITY, SALT LAKE COUNTY, UTAH:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7, BLOCK 63, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE SOUTH 89°53'08" WEST 348.62 FEET ALONG THE NORTH LINE OF SAID LOT 7 AND THE NORTH LINE OF LOT 4 TO A POINT 18.51 FEET (18.50 FEET RECORD) WEST OF THE NORTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 0°06'52" EAST 72.78 FEET; THENCE NORTH 89°53'08" EAST 20.25 FEET; THENCE NORTH 0°06'52" WEST 17.29 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 39.27 FEET (CENTRAL ANGLE EQUALS 90°00'00" AND LONG CHORD BEARS NORTH 44°53'08" EAST 35.36 FEET) TO A POINT OF TANGENCY; THENCE NORTH 89°53'08" EAST 303.34 FEET TO A POINT ON THE EAST LINE OF SAID LOT 7 AND THE WEST RIGHT OF WAY LINE OF 500 WEST STREET; THENCE NORTH 0°03'32" WEST 30.49 FEET ALONG SAID EAST LINE OF LOT 7 AND ALONG SAID WEST LINE OF 500 WEST STREET TO THE POINT OF BEGINNING.

Tax Parcel No. 15-01-152-023 (for reference purposes only).

Exhibit A-3

CSA'S PROPERTY

Commencing 12 rods East from the Northwest corner of Lot 5, Block 63, Plat "A", Salt Lake City Survey and running thence East 113.5 feet; thence South 165 feet; thence West 113.5 feet; thence North 165 feet to the point of beginning.

Tax ID No.: 15-01-151-002, 15-01-151-003 and 15-01-151-004 (for reference purposes only).