

RECORDED

MAY 24 2022

CITY RECORDER

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Redevelopment Agency of Salt Lake City
Room 418, City and County Building
451 South State Street
Salt Lake City, Utah 84111
Attn: Director

13959410 B: 11342 P: 8285 Total Pages: 65
05/26/2022 04:54 PM By: zjorgensen Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Parcel No. 08-36-205-047-0000

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

This FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT (this “**Fourth Amendment**”) is executed between the REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public entity (“**Agency**”) and WW SLC Owner VIII, L.L.C., a Delaware limited liability company (“**Developer**”), to be effective as of the date stamped by the City Recorder’s Office (“**Effective Date**”).

RECITALS

WHEREAS, Agency and Developer previously entered into that certain Development Agreement dated as of March 20, 2019 (the “**Original Development Agreement**”), as amended by that certain First Amendment to Development Agreement dated August 9, 2020 (the “**First Amendment**”), that certain Second Amendment to Development Agreement dated October 7, 2021 (the “**Second Amendment**”), and that certain Third Amendment to Development Agreement dated March 23, 2022 (the “**Third Amendment**”; together with the Original Development Agreement, the First Amendment, and the Second Amendment, collectively, the “**Development Agreement**”) to ensure certain improvements are constructed on the property located between 500 and 600 North and 300 West and Lot A of the Marmalade district, in Salt Lake City, Utah (as more particularly described on Exhibit A attached hereto, the “**Property**”); and

WHEREAS, Agency and Developer desire to amend the Development Agreement to modify certain terms therein, and to incorporate certain additional terms related to the construction of the Developer Improvements at the Property as contemplated in the Development Agreement.

NOW, THEREFORE, in consideration of the above-stated recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree to amend the Development Agreement as follows:

1. Definitions. All capitalized terms used but not defined in this Fourth Amendment shall have the respective meanings set forth in the Development Agreement.

2. Schedule of Development; Extension Rights. Exhibit D “Schedule of Development” to the Development Agreement is hereby deleted in its entirety and replaced with the following:

EXHIBIT D
Schedule of Development

Requirement	Section Reference	Outside Date
Commencement of construction of Developer Improvements	3.2	Within 30 days after the date of the Development Agreement
Substantial Completion of the Developer Improvements and issuance of certificate of occupancy (“ Completion ”)	3.2	October 31, 2022
Completion of Punchlist Items	3.2	120 days following substantial completion.

3. Sale of Property. The Parties acknowledge and agree that Developer and CADRE ADVANCE LLC, a Delaware limited liability company (together with its successors and assigns, “**Purchaser**”) have entered into that certain Real Estate Sale Agreement dated as of March 8, 2022 (as amended from time to time, the “**Sale Agreement**”) regarding the conveyance and sale of the Property by Developer to Purchaser. Agency hereby consents to the conveyance and sale of the Property to Purchaser pursuant to the Sale Agreement. Notwithstanding the conveyance of the Property to Purchaser, Developer is not transferring, assigning, or conveying the Development Agreement and Developer’s obligations hereunder and Developer shall remain responsible and liable for all obligations of “Developer” under the Development Agreement.

4. Termination of Repurchase Option. Upon the closing of the sale of the Property to Purchaser pursuant to the Sale Agreement, the Development Agreement is hereby amended to remove the Option as a remedy in the event of a default. At such closing, the Agency agrees to execute and record, immediately prior to the recording of the deed to Purchaser contemplated in the Sale Agreement, a termination of the Repurchase Agreement. Notwithstanding, until the occurrence of such closing, the Development Agreement is not amended to remove the Option as a remedy in the event of a default and Agency is not obligated to record a termination of the Repurchase Agreement.

5. Guaranty of Completion. In consideration of Agency’s termination of the Option as provide in Section 4 of this Fourth Amendment, Developer shall cause a creditworthy affiliate of Developer (“**Guarantor**”) to deliver to Agency a guaranty of completion in the form attached hereto as Exhibit B on or before the date on which the conveyance and sale of the Property is

consummated pursuant to the Sale Agreement (the “**Guaranty of Completion**”). The Parties acknowledge and agree that the Guaranty of Completion shall automatically terminate and be of no further force and effect upon issuance of the Certificate of Completion and Guarantor’s payment of all Expenses (as defined in the Guaranty of Completion).

6. Purchaser Right to Cure. Prior to exercising any remedy under Sections 6.2 and 6.3 of the Development Agreement, Agency shall provide the same written notice and cure periods to Purchaser as provided to Developer under Sections 6.2(c) and 6.2(e) of the Development Agreement. Purchaser shall have all rights to perform on behalf of Developer to cure any default.

7. Waiver of Agency Reimbursement Obligation. The Parties acknowledge and agree that Agency’s obligation to reimburse Developer in connection with the development and construction of the Promenade Improvements, as set forth in the Development Agreement, is hereby waived and of no further force and effect.

8. Developer Estoppel Certificate. In consideration of Agency agreeing to amend Exhibit D “Schedule of Development” as provided in Section 1 of this Fourth Amendment, Developer shall deliver to Agency an estoppel certificate (the “**Developer Estoppel Certificate**”) providing certain certifications of Developer regarding the status of construction of the Developer Improvements, which Developer Estoppel Certificate shall be substantially in the form attached hereto as Exhibit C, on or before the date on which the conveyance and sale of the Property is consummated pursuant to the Sale Agreement.

9. Third Party Beneficiary. Purchaser shall be an express third-party beneficiary of the Development Agreement and this Fourth Amendment, with the right to enforce the obligations of the Agency and Developer.

10. Removal of Development Agreement of Record. Concurrently with the issuance of the Certificate of Completion, Agency shall execute and deliver to Developer a recordable document that removes the recordation of the Development Agreement from the Property, in form and substance reasonably acceptable to Agency and Developer. Notwithstanding the foregoing or anything contained herein or in the Development Agreement to the contrary, the obligations of Developer set forth in the Development Agreement that survive issuance of the Certificate of Completion (collectively, the “**Surviving Developer Obligations**”) shall remain in full force and effect for the applicable statute of limitations and shall be personal to Developer and Developer’s successors or assigns (to the extent Developer is permitted to assign the Development Agreement in accordance with Section 5.1 thereof). For the avoidance of doubt, the Surviving Developer Obligations shall not run with the land and no successor owner of the Property, including Purchaser, shall be liable for the performance or payment of any Surviving Developer Obligations.

11. Second Amendment and Third Amendment. The Parties acknowledge and agree that true, correct, and complete copies of the Second Amendment and Third Amendment are attached hereto as Exhibit D-1 and Exhibit D-2, respectively.

12. Miscellaneous. Except as expressly amended pursuant to the terms of this Fourth Amendment, the Development Agreement shall remain in full force and effect in accordance with

its original terms and the Development Agreement, as amended pursuant to this Fourth Amendment, is hereby ratified by the Agency and Developer. In the event that any of the provisions of this Fourth Amendment conflict with the provisions of the Development Agreement, the provisions of this Fourth Amendment shall govern and control. To facilitate execution, this Fourth Amendment may be executed in as many counterparts as may be required and may be signed electronically. All counterparts shall collectively constitute a single agreement.

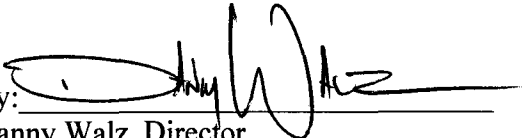
13. Representation Regarding Ethical Standards. Developer represents that it has not (1) provided an illegal gift or payoff to any Salt Lake City Corporation (“City”) officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Salt Lake City’s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in Salt Lake City’s conflict of interest ordinance, Chapter 2.44 Salk Lake City Code.

(end of text – signatures attached)

IN WITNESS WHEREOF, the Parties have caused this Fourth Amendment to be executed by their duly authorized officers, effective as of the Effective Date.

AGENCY:

Redevelopment Agency of Salt Lake City

By: 
Danny Walz, Director

Approved as to form
Salt Lake City Attorney's Office



Attest and countersigned
Salt Lake City Recorder's Office




RECORDED

MAY 24 2022

CITY RECORDER

STATE OF UTAH)
)
) :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 24th day of May, 2022, by Danny Walz, Director of the Redevelopment Agency of Salt Lake City, a public entity, who duly acknowledges to me that said instrument was executed by authority.


Notary Public

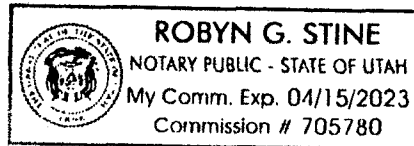


EXHIBIT A

Description of the Property

PARCEL 1:

A parcel of land lying and situate in the Northeast quarter of Section 36, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point on the East line of 300 West Street and the Southwest corner of Lot 2, Marmalade District, recorded January 15, 2014 in Book 2014P at Page 9, in the office of the Salt Lake County Recorder; thence North 00°01'28" East 513.17 feet along the East right of way line of 300 West Street; thence North 89°59'33" East 201.90 feet along the South right of way line of 600 North Street; thence South 00°01'15" West 177.50 feet; thence North 89°59'33" East 7.71 feet; thence South 00°01'15" West 161.36 feet; thence North 89°56'19" West 90.22 feet; thence South 00°14'04" West 174.74 feet; thence North 89°51'18" West 118.76 feet to the point of beginning.

PARCEL 1A:

Easements as disclosed in that certain Master Declaration of Covenants, Conditions and Restrictions of Marmalade Block Development, recorded August 4, 2014 as Entry No. 11892206 in Book 10250 at Page 5468.

PARCEL 1B:

Easements as disclosed in that certain Easement recorded March 23, 2017, as Entry No. 12501445, in Book 10540, at Page 8110.

PARCEL 1C:

Easements as disclosed in that certain Easement Agreement recorded February 24, 2014 as Entry No. 11808936 in Book 10213 at Page 1795.

Tax Id 08-36-205-047
No.:

EXHIBIT B

Form of Guaranty of Completion

See attached.

GUARANTY OF COMPLETION

This GUARANTY OF COMPLETION (this “*Guaranty*”), dated as of May __, 2022, is made by WALTON STREET REAL ESTATE FUND VIII, L.P., a Delaware limited partnership (“*Guarantor*”), in favor of the REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public entity (“*Beneficiary*”). Capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in that certain Development Agreement, dated as of March 20, 2019, by and between WW SLC OWNER VIII, L.L.C., a Delaware limited liability company (together with its successors and assigns, the “*Company*”) and Beneficiary, recorded in the Official Records of Salt Lake County, Utah on March 22, 2019 as Entry No. 12954844, as amended from time to time (collectively, the “*Development Agreement*”).

SECTION 1. THE GUARANTY.

Section 1.1. Guarantors’ Agreement. Guarantor hereby unconditionally and irrevocably guarantees to Beneficiary to pay and perform when due the Construction Obligations (as defined below) and to pay on demand the Expenses (as defined below). This Guaranty is absolute, independent of the Company’s obligations under the Development Agreement and continuing under all circumstances, and is a guaranty of payment and performance, not of collection.

Section 1.2. Construction Obligations. For all purposes of this Guaranty, the term “*Construction Obligations*” means the Company’s obligations under the Development Agreement, which include: (i) completing the Developer Improvements in accordance with the terms of the Development Agreement; and (ii) installing the public art or payment of Seventeen Thousand Two Hundred Fifty Dollars (\$17,250.00) in accordance with the Development Agreement.

Section 1.3. Expenses. For all purposes of this Guaranty, the term “*Expenses*” shall mean all reasonable attorneys’ fees, court costs, and other legal expenses and all other reasonable costs and expenses of any kind which Beneficiary may at any time pay or incur in attempting to collect, compromise or enforce in any respect the Construction Obligations or this Guaranty, whether or not suit is ever filed, and whether or not in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceeding involving Company or Guarantor. Guarantor shall pay to Beneficiary any and all Expenses within fifteen (15) days after written notice from Beneficiary itemizing and providing documentation to support the amounts thereof incurred to the date of such notice.

Section 1.4. Performance by Guarantor. If Company fails to timely perform the Construction Obligations as set forth in the Development Agreement and thereafter fails to cure such failure within the timeframe set forth in the Development Agreement, Guarantor shall within thirty (30) days after written demand by Beneficiary, promptly continue performance of the Construction Obligations which have accrued (but have not been performed), and thereafter shall perform them as they accrue, as provided in the Development Agreement. Guarantor agrees that nothing contained herein shall limit Beneficiary’s right to exercise its rights under the Development Agreement or the enforcement by Beneficiary of any other rights and remedies of Beneficiary to the extent only that the same are not inconsistent with the performance of

Guarantor's obligations hereunder. Guarantor acknowledges and agrees that even if Beneficiary makes written demand on Guarantor for Guarantor to perform any or all Construction Obligations, Beneficiary does not waive, diminish, or commit to change, forbear from, or not exercise any or all of Beneficiary's rights and remedies available to Beneficiary under the Development Agreement.

Section 1.5. Non Completion. If the Guarantor, following written demand from Beneficiary as detailed in Section 1.4, fails to commence to perform or cause to be performed the Construction Obligations as provided in this Guaranty and thereafter diligently so perform, Beneficiary has the right to pursue all rights and remedies available to Beneficiary against Guarantor.

Section 1.6. Primary Liability of Guarantor. Guarantor is liable for the performance of the Construction Obligations and payment of Expenses, as set forth in this Guaranty, as a primary obligor. It shall not be necessary for Beneficiary, in order to enforce such performance or payment by Guarantor, first or contemporaneously to institute suit or pursue or exhaust any rights or remedies against the Company or any other person liable or obligated for, or who guaranteed, any of the Construction Obligations, or to enforce any rights, remedies, powers, privileges, or benefits of Beneficiary against any security or collateral which has been or is hereafter given to secure any of the Construction Obligations, or to join the Company or any other person liable for the performance of the Construction Obligations or any part thereof in any action to enforce this Guaranty, or to resort to any other means of obtaining performance of the Construction Obligations. Guarantor may be required to perform the Construction Obligations in full without assistance or support of any other person (including Company), and Guarantor has not been induced to enter into this Guaranty on the basis of a contemplation, belief, understanding, or agreement that any other person will perform the Construction Obligations, or that Beneficiary will look to any other person or any other collateral or property to perform the Construction Obligations. Without limiting the foregoing or Guarantor's liability hereunder, Guarantor recognizes and agrees that Guarantor is not entering into this Guaranty in reliance on, or in contemplation of the benefits of, the validity, enforceability, collectability, or value of any of the collateral for the Construction Obligations; and Guarantor hereby agrees that Guarantor shall remain liable regardless of whether Company or any other person is found not liable on the Construction Obligations or any part thereof for any reason.

SECTION 2. REPRESENTATIONS AND WARRANTIES. Guarantor hereby represents and warrants to Beneficiary as follows:

Section 2.1. Authorization. Guarantor has executed and delivered this Guaranty pursuant to proper authority.

Section 2.2. Organization. Guarantor is duly organized, validly existing, and in good standing under the governmental requirements of the state of its organization. Guarantor will preserve and keep in full force and effect its existence, good standing, franchises, and tradenames at all times during which this Guaranty remains in full force and effect.

Section 2.3. Enforceability. Each obligation under this Guaranty is legal, valid, binding and enforceable against Guarantor in accordance with its terms, except as enforceability

may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally;

Section 2.4. No Existing Defaults and No Litigation. Guarantor is not in default under any agreement, the effect of which could materially adversely affect performance of his obligations under this Guaranty. There are no actions, suits or proceedings pending or, to the best of its knowledge, threatened against Guarantor before any court or any other governmental authority of any kind which could materially adversely affect performance of his obligations under this Guaranty.

Section 2.5. No Bankruptcy. No bankruptcy or insolvency proceedings are pending or contemplated by or, to Guarantor's knowledge against Guarantor, and, after giving effect to this Guaranty, Guarantor is solvent and has not incurred and will not incur debts that will be beyond Guarantor's ability to pay as such debts mature.

Section 2.6. Company's Records. Guarantor is familiar with, and has independently reviewed books and records regarding the financial condition of Company and is familiar with the value of any and all collateral intended to be created as security for the performance of the Construction Obligations; but, Guarantor is not relying on such financial condition or the collateral for Guarantor's obligations under this Guaranty.

Section 2.7. Informed Consent. Guarantor has read and fully understands the provisions contained in this Guaranty and the Development Agreement.

Section 2.8. Material Inducement. Guarantor's representations, warranties, covenants, waivers, and agreements set forth in this Guaranty are a material inducement to Beneficiary to amend the Development Agreement to remove Beneficiary's right to exercise the Option to Repurchase.

SECTION 3. INTENTIONALLY DELETED.

SECTION 4. WAIVERS. Guarantor hereby expressly waives the following:

Section 4.1. Notices. Notice of the acceptance by Beneficiary of this Guaranty, notice of the existence, creation or non-payment of any of the Construction Obligations, presentment, demand, notice of dishonor, protest, notice of protest, and all other notices except any specifically required by this Guaranty.

Section 4.2. All Defenses, Claims, Counterclaims and Set-off. Any and all defenses (other than payment and performance in full of the Construction Obligations and Expenses), claims, counterclaims or rights of set-off Guarantor may now or hereafter have against Beneficiary or any other party in connection with the enforcement or validity of this Guaranty, including all defenses specifically referred to herein, except for compulsory counterclaims and claims arising from a material breach by Beneficiary of its obligations under the Development Agreement.

SECTION 5. DEFAULT BY GUARANTOR.

Section 5.1. Events. The occurrence of any of the following, regardless of whether or not any of the Construction Obligations may then be due and payable, shall be a default under this Guaranty: the dissolution, liquidation, bankruptcy or insolvency of Guarantor, or a general assignment by any Guarantor for the benefit of creditors; or any default, following applicable notice and grace periods, in the observance or performance by Guarantor of any provision of this Guaranty.

Section 5.2. Cure. Upon the occurrence of any of the events described in Section 5.1 if such event is not cured within thirty (30) days following delivery of written notice thereof from Beneficiary to Guarantor, Beneficiary shall be entitled to the remedies set forth in Sections 1.5 and 5.3.

Section 5.3. Remedies. Guarantor acknowledges that upon the occurrence of any of the foregoing events, circumstances or conditions of default and the expiration of Guarantor's right to cure such default pursuant to Section 5.2, Beneficiary shall have the right to pursue any and all rights and remedies available to Beneficiary against Guarantor, whether such rights and remedies are available at law or in equity.

SECTION 6. MISCELLANEOUS.

Section 6.1. Continuing Guaranty; Termination. This Guaranty shall in all respects be a continuing guaranty, remaining in full force and effect until all of the following have occurred: (a) all of the Construction Obligations have been performed and satisfied in full and (b) all of the Guarantor's obligations hereunder have been performed and satisfied in full, in each case (a) and (b) whether at any time such obligations are due or to become due, contingent or otherwise. No notice of discontinuance or revocation shall affect any of the obligations of the Guarantor hereunder or the Company under any of the Construction Obligations. Notwithstanding anything contained in this Guaranty to the contrary, this Guaranty shall automatically terminate and be of no further force and effect on the date that Guarantor has paid all Expenses and Beneficiary issues the Certificate of Completion as provided in the Development Agreement.

Section 6.2. Joint and Several Obligations; Successors and Assigns. All obligations under this Guaranty are joint and several to Guarantor and any other party which hereafter guarantees any portion of the Construction Obligations and shall be binding upon each of them and their respective heirs, legal representatives, successors and assigns.

Section 6.3. Legal Tender of United States. All payments hereunder shall be made in coin or currency which at the time of payment is legal tender in the United States of America for public and private debts.

Section 6.4. Time of Essence. Time is of the essence of this Guaranty.

Section 6.5. Definitions; Captions; Gender. With respect to any reference in this Guaranty to any defined term: (i) if such defined term refers to a person, or a trust, corporation, partnership, limited partnership, limited liability company or other entity, then it shall also mean all heirs, personal representatives, successors and assigns of such person or entity; and (ii) if such

respect be ineffective or invalid under such law, such ineffectiveness or invalidity shall not affect the remainder of such provision or the remaining provisions of this Guaranty.

Section 6.12. Effect of Beneficiary's Delay or Action. No delay by Beneficiary in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Beneficiary of any right or remedy shall preclude any other exercise thereof or the exercise of any other right or remedy. No action of Beneficiary permitted hereunder shall in any way impair or otherwise affect any right of Beneficiary or obligation of Guarantor under this Guaranty.

Section 6.13. Governing Law; Jurisdiction. The Guaranty shall be construed and enforced in accordance with, and any of the rights of the parties shall be governed by, the laws of the State of Utah. Guarantor irrevocably submits to the non-exclusive jurisdiction of any Utah state or federal court sitting in Salt Lake City, Utah, over any suit, action or proceeding arising out of or relating to this Guaranty. To the fullest extent permitted by applicable law, Guarantor irrevocably waives and agrees not to assert, by way of motion, as a defense or otherwise, any claim that it is not subject to the jurisdiction of any such court, any objection that he may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Guarantor has executed this Guaranty on the date and year first above written.

GUARANTOR:

WALTON STREET REAL ESTATE FUND VIII, L.P.
a Delaware limited partnership

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: _____
Name: James Holmes
Title: Vice President

EXHIBIT C

Form of Developer Estoppel Certificate

See attached.

ESTOPPEL CERTIFICATE

May 25, 2022

WW SLC Owner VIII, LLC
c/o Walton Street Capital, L.L.C.
900 North Michigan Ave., Suite 1900
Chicago, Illinois 60611
Attn: James Holmes

Re: Development Agreement dated as of March 22, 2019, as amended by that certain First Amendment to Development Agreement dated August 13, 2020, and that certain Second Amendment to Development Agreement dated October 7, 2021, and that certain Third Amendment to Development Agreement dated March 23, 2022 (collectively, and any subsequent amendments, the “**Development Agreement**”) by and between the REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public entity (“**Agency**”) and WW SLC Owner VIII, L.L.C., a Delaware limited liability company (“**Developer**”) concerning the development and construction of certain improvements on the property located at 580 North 300 West (a/k/a 550 North 300 West), Salt Lake City, UT 84103 (the “**Property**”), which includes certain improvements referred to herein, respectively, as “Building 1,” “Building 2” and “Building 3” (collectively with the Property, the “**Project**”)

Ladies and Gentlemen:

With respect to the current status of construction and development of the Developer Improvements (as defined in the Development Agreement), Developer, hereby affirms and certifies to the Reliance Parties (as defined below) as follows as of the date hereof:

1. The temporary certificate of occupancy agreement attached hereto as **Schedule A** was issued for Building 3 effective as of May 10, 2022.
2. The Project leasing office is operational as of May 17, 2022.
3. The G704 Certificate of Substantial Completion for Building 3 is attached hereto as **Schedule B**.
4. Building 1 and Building 2 are expected to be in appropriate condition for establishing an architectural punch list on or prior to June 1, 2022, a copy of which shall be provided by Developer to Agency promptly following the finalization of same, with the items set forth in **Schedule C** to be completed and signed off by August 1, 2022.
5. The certificate of occupancy for the Project is expected to be obtained post completion of the balcony repairs, set forth in **Schedule D**, including estimated costs, attached hereto.

The truth and accuracy of the certifications contained herein may be relied upon by Agency,

Agency's affiliates, and their respective successors, assigns and transferees (collectively, the "**Reliance Parties**") and said certifications shall be binding upon the undersigned and their respective successors and assigns and inure to the benefit of the Reliance Parties.

[SIGNATURE PAGE FOLLOWS]

DEVELOPER:

WW SLC OWNER VIII, L.L.C.,
a Delaware limited liability company

By: WW SLC Partners VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: WW SLC Holdings VIII, L.L.C.,
a Delaware limited liability company,
a Member


By: W SLC Investors VIII, L.L.C.,
a Delaware limited liability company,
a Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
its General Partner

By: 
Name: James Holmes
Title: Vice President

Schedule A

Temporary Certificate of Occupancy

[To be inserted]



Salt Lake City Building Services
www.slcpermits.com
801-535-6000, fax 801-535-7750

451 South State Street, Room 215
Salt Lake City, Utah 84111

PO Box 145490
Salt Lake City, Utah 84114-5490

Office only

Updated 01/2020

BLD #	Received by
Date	Valuation

Temporary Certificate of Occupancy Agreement

Date 05/10/2022	Building permits # BLD2018-01931	Fee collection #
Project address 550 N 300 W Salt Lake City UT		
Project description Harvest at Marmalade Apartments BLDG 3		

Request is hereby being made to Building Services and Licensing Inspection Department for a 30-day, Temporary Certificate of Occupancy. It is understood that this building project is not completely finished and that

Occupant name **Harvest at Marmalade**

accepts full responsibility for risk and activities related to beneficial occupancy of this facility.

A Temporary Certificate of Occupancy is for a specified period of time (30 days). The initial request is free. If a 30-day extension is later requested, a \$300.00 fee will be required. If a second extension is requested, an additional \$300.00 fee is required. If a third 30-day extension is requested, a \$300.00 fee will be required for that request and it will be the final extension allowed.

It is agreed that all required corrections or outstanding items will be completed or resolved within the time frame specified by the Temporary Certificate of Occupancy. It is further agreed that if all required items are not completed within that time, Salt Lake City Corporation is hereby given permission to revoke the Temporary Certificate of Occupancy at this address, and if necessary, to terminate utility services to the above address for a period of not less than 30 days from the expiration date.

Signed (Owner) <i>Rob Welling</i> Rob Welling (May 10, 2022 14:21 MDT)	Phone 3852169652
--	------------------

Print Owner Name & Email Rob Welling	Phone
--	-------

Signed (Building Inspector) <i>Talley Lake</i> Talley Lake (May 10, 2022 15:42 MDT)	Effective date 05/10/2022
	Not to exceed 30 days

Building 3 and applicable areas included in the phasing plan are approved for TCO. TCO is good for 30 days after which a 300.00 fee per month will be assessed to keep the TCO active. All requirements and portions of the phasing plan must be maintained otherwise TCO will be revoked. All areas under TCO will need to remain accessible for inspections. Once all remaining construction in Buildings 1, 2 and parking areas are complete and approved a Certificate of Occupancy can be issued.









Building Services - TCO

Final Audit Report

2022-05-10

Created:	2022-05-10
By:	Slater Wilson (slater.wilson@slcgov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3Qn7Xm4mF6dQ-Qg_D1DuS2vPA_1NgcDB

"Building Services - TCO" History

-  Document created by Slater Wilson (slater.wilson@slcgov.com)
2022-05-10 - 7:57:03 PM GMT
-  Document emailed to Rob Welling (rwellington@kier.org) for signature
2022-05-10 - 7:57:25 PM GMT
-  Email viewed by Rob Welling (rwellington@kier.org)
2022-05-10 - 7:57:54 PM GMT
-  Document e-signed by Rob Welling (rwellington@kier.org)
Signature Date: 2022-05-10 - 8:21:20 PM GMT - Time Source: server
-  Document emailed to Talley Lake (talley.lake@slcgov.com) for signature
2022-05-10 - 8:21:22 PM GMT
-  Email viewed by Talley Lake (talley.lake@slcgov.com)
2022-05-10 - 8:34:48 PM GMT
-  Document e-signed by Talley Lake (talley.lake@slcgov.com)
Signature Date: 2022-05-10 - 9:42:40 PM GMT - Time Source: server
-  Agreement completed.
2022-05-10 - 9:42:40 PM GMT



Powered by
Adobe
Acrobat Sign

Schedule B

G704 Certificate/Description of Development Improvements

[To be inserted]

AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> Marmalade Mixed Use (The Harvest at Marmalade) 550 North 300 West Salt Lake City, UT 84103	CONTRACT INFORMATION: Contract For: General Construction Date: 5/6/2019	CERTIFICATE INFORMATION: Certificate Number: 003 - Building 3 Date: 5/17/2022
OWNER: <i>(name and address)</i> WW SLC Owner VIII, L.L.C. c/o Walton Street Capital, L.L.C. 900 North Michigan Ave., Suite 1900 Chicago, IL 60611	ARCHITECT: <i>(name and address)</i> Blalock and Partners 159 West Pierpont Avenue Salt Lake City, UT 84101	CONTRACTOR: <i>(name and address)</i> Kier Construction Corporation 3710 Quincy Avenue Ogden, UT 84403

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)
Building 3: apartment units, common areas, and exteriors

<u>Blalock and Partners</u> ARCHITECT <i>(Firm Name)</i>	 SIGNATURE	<u>Sean Baron,</u> Associate Principal PRINTED NAME AND TITLE	<u>5/17/2022</u> DATE OF SUBSTANTIAL COMPLETION
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WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)
(none)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
(see punchlist attachment)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within (90) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$120,000

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)
(none)

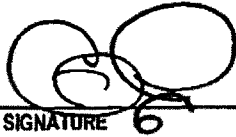
The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Kier Construction Corporation

CONTRACTOR (Firm Name)

WW SLC Owner VIII, L.L.C.

OWNER (Firm Name)



SIGNATURE

CLIVE R. COSTLEY, PRESIDENT 05-17-2022

PRINTED NAME AND TITLE

DATE



SIGNATURE

James Holmes, Authorized Signatory

PRINTED NAME AND TITLE

5/17/22

DATE

MARMALADE MIXED USE (THE HARVEST AT MARMALADE) - REMAINING WORK VALUES

5/17/2022

Building	Area	Value	common items
3	Apartment units (qty: 39)	\$30,000	13B island, balcony related work (bolts in railing, repairs at sliders, etc.), paint touch ups, washer/dryer connections at shaft, missing return air @ W/D closets
3	Common areas	\$45,000	flooring and misc at recyclable closets, cane detection, turning veins at mech closets, storefront caulking/cleanup, firepit vents, paint touchups, public RR, leasing office touchups, HM door/frame repairs
3	Exteriors	\$45,000	fin wall, mech terminations, balcony fascia cleanup, parapet scuppers, brick lintels, curtainwall/storefront finishing, brick cleaning, landscaping, brick coping, cement board touchups
	building 3 total	\$120,000	
2	Apartment units (qty: 109)	\$80,000	7B & 13B islands, drywall texture corrections, paint touch ups, misc flooring and trim repairs and touch up (does not include value of balcony deck reconstruction)
2	Common areas	\$70,000	flooring and misc at recyclable closets, cane detection, turning veins at mech closets, storefront caulking/cleanup, firepit vents, paint touchups, public RR, HM door/frame repairs, T&G cedar repairs
2	Exteriors	\$70,000	fin wall, parapet scuppers, brick lintels, curtainwall/storefront finishing, brick cleaning, landscaping, brick coping, cement board touchups, pool deck and enclosure
	building 2 total	\$220,000	
1	Apartment units (qty: 104)	\$80,000	7B & 13B islands, drywall texture corrections, paint touch ups, misc flooring and trim repairs and touch up (does not include value of balcony deck reconstruction)
1	Common areas	\$70,000	flooring and misc at recyclable closets, cane detection, turning veins at mech closets, storefront caulking/cleanup, firepit vents, paint touchups, public RR, HM door/frame repairs, T&G cedar repairs
1	Exteriors	\$70,000	parapet scuppers, brick lintels, curtainwall/storefront finishing, brick cleaning, landscaping, brick coping, cement board touchups, pool deck and enclosure
	building 1 total	\$220,000	
	grand total	\$560,000	

Schedule C

Developer Improvements

- (a) Developer will construct a mixed use development consisting of three mixed-use buildings with limited ground floor grocery and other retail, housing, and screened, parcel-specific structured parking. The buildings will not exceed the maximum zoning height, with a street-level scale of three stories and with any additional stories stepped-back. The buildings will be constructed in accordance with the Final Construction Plans and the Site Plan.

***Status** – Developer has designed and substantially constructed the Project to meet the requirements above, and to date has a TCO for Building 3. After execution of the Fourth Amendment to the Development Agreement, the Project will be completed by the terms set forth in the Development Agreement.*

- (b) The buildings will be constructed of materials approved by the Historic Landmark Commission, and will blend with the neighborhood's historic character. Developer shall adhere to all applicable design guidelines published by the City governing the construction and development of the Property, including but not limited to those set forth in the following documents approved by the City: (a) *Marmalade Block: Urban and Landscape Design Guidelines*--established in 2014 by Agency; (b) *Capitol Hill Master Plan* - established in 2001 by the Planning Division of Salt Lake City; and (c) *Design Guidelines for Historic Commercial Properties & Districts in Salt Lake City* - established by the Historic Landmark Commission.

***Status** – Developer has met this requirement. No further action is required post execution of the Fourth Amendment to the Development Agreement.*

- (c) The buildings will be constructed with contemporary building materials that will achieve, at a minimum, the LEED Silver standard.

***Status** – Developer has met this requirement. No further action post execution of the Fourth Amendment to the Development Agreement. See LEED scorecard attached hereto as **Exhibit A** (the “LEED Scorecard”).*

- (d) Basic sustainable construction materials and practices will include:

- Low consumption plumbing fixtures installed throughout the project.

***Status** – Developer has met this requirement . No further action is required post execution of the Fourth Amendment to the Development Agreement.*

- Landscaping that incorporates water sensors and time clocks, and where appropriate, drip watering systems.

Status – Developer has procured all materials to meet this requirement. Post execution of the Fourth Amendment to the Development Agreement, Developer will complete installation of landscape materials and irrigation systems will be operational as required.

- Water-wise plant materials that are native and/or adapted to Utah.

Status – Developer has met this requirement. No further action is required post execution of the Fourth Amendment to the Development Agreement.

- Stormwater disposal design that detains runoff on-site through the use of vegetated swales and/or underground, on-site detention structures.

Status – Developer has met this requirement. No further action is required post execution of the Fourth Amendment to the Development Agreement.

- Concrete hardscape rather than asphalt or oil-based hardscape.

Status – Developer has met this requirement. No further action is required post execution of the Fourth Amendment to the Development Agreement.

- Exterior lighting that achieves dark-sky compliant regulations, including 90-degree light cut off.

Status – Developer has procured all materials to meet this requirement. Post execution of the Fourth Amendment to the Development Agreement, Developer will complete installation of landscape lighting along 300 west, and bollard lighting and poll lighting around the egress points along the east walkway and pool deck.

- Building exterior design and glazing that maximizes natural shading angles and utilizes UV and thermal coatings for glare reduction.

Status – Developer has met this requirement. No further action is required post execution of the Fourth Amendment to the Development Agreement. Also, see the LEED Scorecard.

- Mechanical and plumbing systems designed to achieve high efficiency targets.

Status – Developer has met this requirement. No further action is required post execution of the Fourth Amendment to the Development Agreement. Also, see the LEED Scorecard.

- Lighting selected in accordance with Energy Star labeling and energy-efficient fixtures.
All specified appliances will also achieve Energy Star standards.

Status – Developer has met this requirement. No further action is required post execution of the Fourth Amendment to the Development Agreement. Also, see the LEED Scorecard.

- (e) Developer shall comply with the Salt Lake City Street Lighting Master Plan and Policy, and shall install street lighting in the locations and quantities directed by Salt Lake City's street lighting engineer.

Status – Developer has met this requirement. No further action is required post execution of the Fourth Amendment to the Development Agreement.

- (f) No surface parking lots will be constructed or allowed on the Property.

Status – Developer has met this requirement. No further action is required post execution of the Fourth Amendment to the Development Agreement. Also, see the LEED Scorecard.

- (g) The design and layout of the Developer Improvements shall respond to and accommodate the interface and pedestrian movement between the Capitol Villa Apartments, the Marmalade Branch Library, and the Property, Parcel 4, Plaza Phase I, and Plaza Phase II of the Marmalade District Subdivision.

Status – Developer has met this requirement. No further action is required post execution of the Fourth Amendment to the Development Agreement.

- (h) Developer will construct all surface improvements of the promenade in the public right of way from 300 West Street to the west boundary of the Property, in the area depicted on Exhibit D-2 to the Development Agreement in accordance with the Final Construction Plans (the "**Promenade Improvements**"). Such Promenade Improvements shall include all sidewalk, landscaping (inclusive of trees and shrubs) and lighting. Agency shall reimburse Developer the actual cost of the Promenade Improvements within thirty (30) days after Developer's completion of such Promenade Improvements and submission to the Agency of a purchase order. Developer shall construct the drive approach at its sole cost and expense.

Status – Developer has procured all materials to meet this requirement. Post execution of the Fourth Amendment to the Development Agreement, Developer will complete installation of all materials described.

- (i) In coordination with Developer, Agency will design and construct the retaining wall to be located along the east boundary of the Property, as well as the staircase associated with Capitol Villa Apartments and Artie Court. Developer will construct the Land Drain (as defined in the Second Amendment to the Purchase Agreement). Developer will design and construct a pedestrian walkway between the east building

facade of the north and south buildings from the northeast corner of the north building to the point depicted on the diagram attached as Exhibit D-2 to the Development Agreement (the "**East Walkway**"). The East Walkway shall provide a public pedestrian connection throughout the east side of the Property, and the design of the East Walkway shall be approved by RDA. The improvements for the East Walkway shall be the sidewalk, landscaping (inclusive of trees and shrubs) and lighting (the "**East Walkway Improvements**"). Upon completion of the East Walkway Improvements, Developer shall record a public access easement on the East Walkway property (the "**East Walkway Property**"), which shall provide public access to the East Walkway Property from the hours of 8:00 a.m. to 10:00 p.m. seven days a week. For clarity, Developer reserves the right to prohibit public access to the East Walkway Property from 10:00 p.m. to 8:00 a.m.

***Status** – Developer has completed construction of the East Walkway Improvements. Post execution of the Fourth Amendment to the Development Agreement, the Developer will cause a public access easement to be recorded on the East Walkway Property consistent with the terms of the Development Agreement.*

EXHIBIT A
To Schedule C

LEED Scorecard

[To be inserted]



Cell: 801.244.4977 | Office: 801.930.9121 | 5078 Sandpiper Dr #546 | Salt Lake City, UT | www.g-build.com

LEED Certification- The Harvest at Marmalade

Date: 1/11/18

To whom it may concern,

I am working with Clearwater Homes, Blalock & Partners, and consultants on the Marmalade apartments project, located at 550 North 300 West, Salt Lake City, UT. As the LEED for Homes Green Rater, I've reviewed reviewed design documents, and have confirmed that the project is designed to meet LEED Silver.

Buildings 1-3 have all been registered on the LEED-Homes Registry (see attached USGBC receipts).

Also attached is the LEED Checklist demonstrating points that can be achieved, and projected Silver Level (all buildings within the project are eligible for LEED Silver Certification).

Please feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink that reads "Brett Moyer".

Brett Moyer, LEED Green Rater

G-Build

ID #: 10241588





for Homes

LEED for Homes Simplified Project Checklist

Builder Name:	Clearwater Homes
Project Team Leader (if different):	Micah Peters, Clearwater Homes
Home Address (Street/City/State):	550 North 300 West, Salt Lake City, Utah

Project Description:

Building type: **Multi-family**
of units: **246**

Project type: **Multi-family Dev**
Avg. Home Size Adjustment: **-7**

Adjusted Certification Thresholds

Certified: **38.0** Gold: **68.0**
Silver: **53.0** Platinum: **83.0**

Project Point Total	Final Credit Category Total Points			
Prelim: 59.5 + 0 maybe pts	Final: 17	ID: 0	SS: 4	EA: 13 EQ: 0
Certification Level	Final: Not Certified	LL: 0	WE: 0	MR: 0 AE: 0
Prelim: Silver		Minimum Point Thresholds Not Met for Final Rating		

date last updated :
last updated by :

Max Points Project Points
Preliminary Final

Innovation in Design Process (ID)		Prereq	Max Points	Preliminary	Final
1. Integrated Project Planning	1.1 Preliminary Rating	1	1	0	0
	1.2 Integrated Project Team	1	0	0	0
	1.3 Professional Credentialed with Respect to LEED for Homes	1	0	0	0
	1.4 Design Charrette	1	0	0	0
	1.5 Building Orientation for Solar Design	1	0	0	0
2. Durability Management Process	2.1 Durability Planning	Prereq	Y		
	2.2 Durability Management	Prereq	Y		
	2.3 Third-Party Durability Management Verification	3	3	0	0
3. Innovative or Regional Design	3.1 Innovation #1 SS 6 Compact Dev. Exemplary Performance	1	1	0	0
	3.2 Innovation #2 WE 2.1 Exemplary Performance	1	2	0	0
	3.3 Innovation #3 Bicycle Storage	1	1	0	0
	3.4 Innovation #4	1	0	0	0
<i>Sub-Total for ID Category:</i>			11	8	0
Location and Linkage (LL)		Prereq	Max Points	Preliminary	Final
1. LEED ND	1 LEED for Neighborhood Development	LL2-6	10	0	0
2. Site Selection	2 Site Selection		2	0	0
3. Preferred Locations	3.1 Edge Development	LL 3.2	1	0	0
	3.2 Infill		2	2	0
	3.3 Previously Developed		1	1	0
4. Infrastructure	4 Existing Infrastructure		1	1	0
5. Community Resources/ Transit	5.1 Basic Community Resources / Transit	LL 5.2, 5.3	1	0	0
	5.2 Extensive Community Resources / Transit	LL 5.3	2	2	0
	5.3 Outstanding Community Resources / Transit		3	0	0
6. Access to Open Space	6 Access to Open Space		1	1	0
<i>Sub-Total for LL Category:</i>			10	7	0
Sustainable Sites (SS)		Prereq	Max Points	Preliminary	Final
1. Site Stewardship	1.1 Erosion Controls During Construction	Prereq	Y		
	1.2 Minimize Disturbed Area of Site	1	1	0	0
2. Landscaping	2.1 No Invasive Plants	Prereq	Y		
	2.2 Basic Landscape Design	SS 2.5	2	0	0
	2.3 Limit Conventional Turf	SS 2.5	3	3	0
	2.4 Drought Tolerant Plants	SS 2.5	2	1	0
	2.5 Reduce Overall Irrigation Demand by at Least 20%		6	0	0
3. Local Heat Island Effects	3 Reduce Local Heat Island Effects		1	0	0
4. Surface Water Management	4.1 Permeable Lot		4	0	0
	4.2 Permanent Erosion Controls		1	0	0
	4.3 Management of Run-off from Roof		2	0	0
5. Nontoxic Pest Control	5 Pest Control Alternatives		2	1.5	0
6. Compact Development	6.1 Moderate Density	SS 6.2, 6.3	2	0	0
	6.2 High Density	SS 6.3	3	0	0
	6.3 Very High Density		4	4	4
<i>Sub-Total for SS Category:</i>			22	10.5	0

LEED for Homes Simplified Project Checklist (continued)

				Max Points	Project Points			
					Preliminary	Final		
Water Efficiency (WE)				(Minimum 8 WE Points Required)				
1. Water Reuse	1.1	Rainwater Harvesting System	WE 1.3	4	0	0	0	
	1.2	Graywater Reuse System	WE 1.3	1	0	0	0	
	1.3	Use of Municipal Recycled Water System		3	0	0	0	
2. Irrigation System	2.1	High Efficiency Irrigation System	WE 2.3	3	3	0	0	
	2.2	Third Party Inspection	WE 2.3	1	1	0	0	
	2.3	Reduce Overall Irrigation Demand by at Least 45%		4	0	0	0	
3. Indoor Water Use	3.1	High-Efficiency Fixtures and Fittings		3	2	0	0	
	3.2	Very High Efficiency Fixtures and Fittings		6	2	0	0	
<i>Sub-Total for WE Category:</i>				15	8	0	0	
Energy Efficiency (EA)				(Minimum 14 EA Points Required)				
1. Optimize Energy Performance	1.1	Performance of ENERGY STAR for Homes		Prereq	Y			
	1.2	Exceptional Energy Performance		34	13	0	13	
7. Water Heating	7.1	Efficient Hot Water Distribution		2	0	0	0	
	7.2	Pipe Insulation		1	0	0	0	
11. Residential Refrigerant Management	11.1	Refrigerant Charge Test		Prereq	Y			
	11.2	Appropriate HVAC Refrigerants		1	1	0	0	
<i>Sub-Total for EA Category:</i>				38	14	0	13	
Material Resources (MR)				(Minimum 3 MR Points Required)				
1. Material-Efficient Framing	1.1	Framing Order Waste Factor Limit		Prereq	Y			
	1.2	Detailed Framing Documents	MR 1.5	1	0	0	0	
	1.3	Detailed Cut List and Lumber Order	MR 1.5	1	0	0	0	
	1.4	Framing Efficiencies	MR 1.5	3	1	0	0	
	1.5	Off-site Fabrication		4	0	0	0	
2. Environmentally Preferable Products	2.1	FSC Certified Tropical Wood		Prereq	Y			
	2.2	Environmentally Preferable Products		8	2	0	0	
3. Waste Management	3.1	Construction Waste Management Planning		Prereq	Y			
	3.2	Construction Waste Reduction		3	0	0	0	
<i>Sub-Total for MR Category:</i>				16	3	0	0	
Indoor Air Quality (EQ)				(Minimum 21 EQ Points Required)				
1. ENERGY STAR with IAP	1	ENERGY STAR with Indoor Air Package		13	0	0	0	
2. Combustion Venting	2.1	Basic Combustion Venting Measures	EQ 1	Prereq	Y			
	2.2	Enhanced Combustion Venting Measures	EQ 1	2	2	0	0	
3. Moisture Control	3	Moisture Load Control	EQ 1	1	0	0	0	
4. Outdoor Air Ventilation	4.1	Basic Outdoor Air Ventilation	EQ 1	Prereq	Y			
	4.2	Enhanced Outdoor Air Ventilation		2	0	0	0	
	4.3	Third-Party Performance Testing	EQ 1	1	0	0	0	
5. Local Exhaust	5.1	Basic Local Exhaust	EQ 1	Prereq	Y			
	5.2	Enhanced Local Exhaust		1	1	0	0	
	5.3	Third-Party Performance Testing		1	1	0	0	
6. Distribution of Space Heating and Cooling	6.1	Room-by-Room Load Calculations	EQ 1	Prereq	Y			
	6.2	Return Air Flow / Room by Room Controls	EQ 1	1	1	0	0	
	6.3	Third-Party Performance Test / Multiple Zones	EQ 1	2	0	0	0	
7. Air Filtering	7.1	Good Filters	EQ 1	Prereq	Y			
	7.2	Better Filters	EQ 7.3	1	0	0	0	
	7.3	Best Filters		2	0	0	0	
8. Contaminant Control	8.1	Indoor Contaminant Control during Construction	EQ 1	1	0	0	0	
	8.2	Indoor Contaminant Control		2	0	0	0	
	8.3	Preoccupancy Flush	EQ 1	1	1	0	0	
9. Radon Protection	9.1	Radon-Resistant Construction in High-Risk Areas	EQ 1	Prereq	N/A			
	9.2	Radon-Resistant Construction in Moderate-Risk Areas	EQ 1	1	0	0	0	
10. Garage Pollutant Protection	10.1	No HVAC in Garage	EQ 1	Prereq	Y			
	10.2	Minimize Pollutants from Garage	EQ 1, 10.4	2	2	0	0	
	10.3	Exhaust Fan in Garage	EQ 1, 10.4	1	0	0	0	
	10.4	Detached Garage or No Garage	EQ 1	3	0	0	0	
<i>Sub-Total for EQ Category:</i>				21	8	0	0	
Awareness and Education (AE)				(Minimum 3 AE Points Required)				
1. Education of the Homeowner or Tenant	1.1	Basic Operations Training		Prereq	Y			
	1.2	Enhanced Training		1	0	0	0	
	1.3	Public Awareness		1	0	0	0	
2. Education of Building Manager	2	Education of Building Manager		1	1	0	0	
<i>Sub-Total for AE Category:</i>				3	1	0	0	

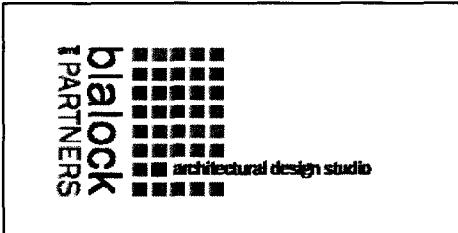
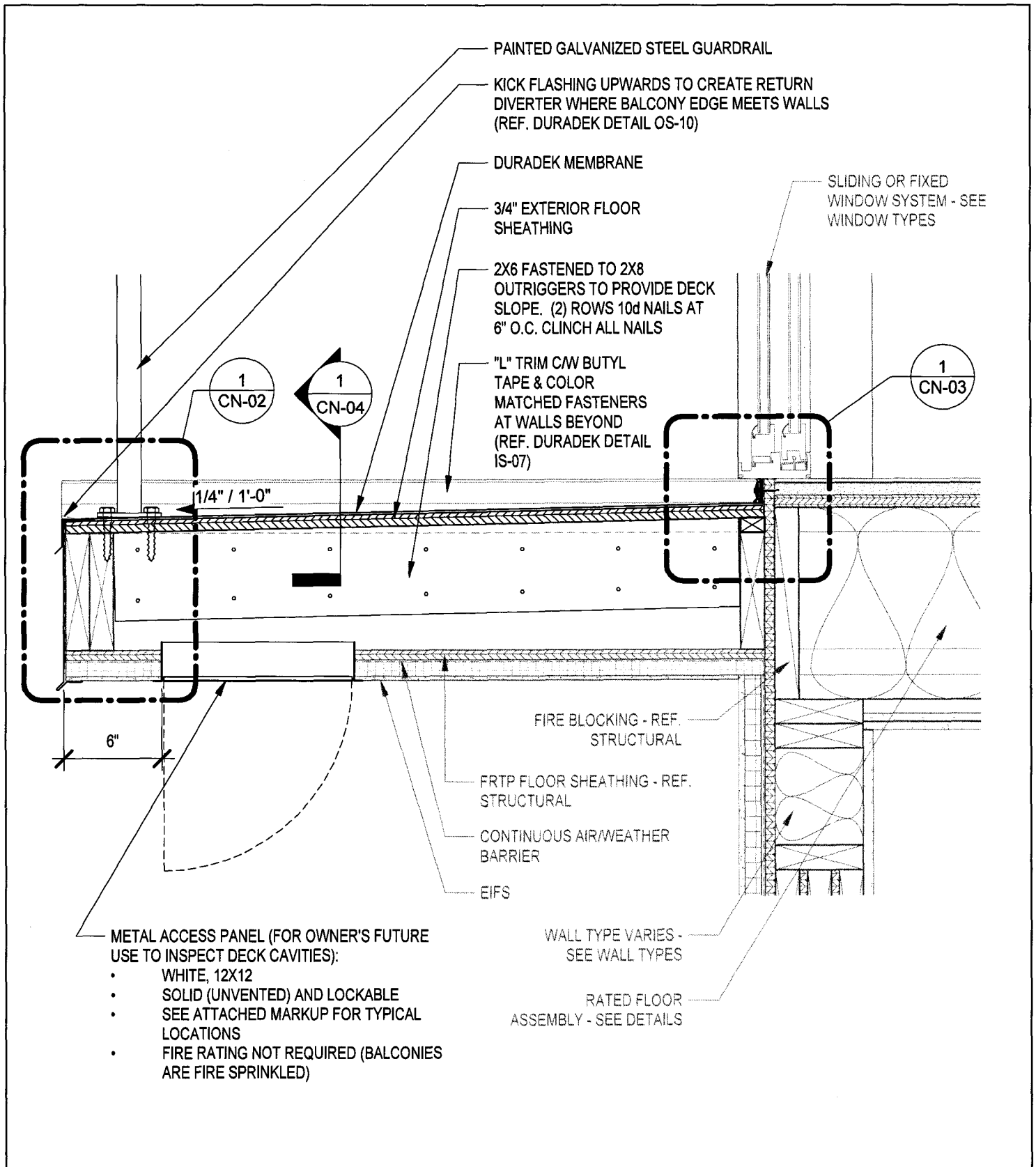
LEED for Homes Simplified Project Checklist
Addendum: Prescriptive Approach for Energy and Atmosphere (EA) Credits

			Max	Project Points		
			Points	Preliminary	Final	
<i>Points cannot be earned in both the Prescriptive (below) and the Performance Approach (pg 2) of the EA section.</i>						
2. Insulation	2.1	Basic Insulation	Prereq			
	2.2	Enhanced Insulation	2	0	0	0
3. Air Infiltration	3.1	Reduced Envelope Leakage	Prereq			
	3.2	Greatly Reduced Envelope Leakage	2	0	0	0
	3.3	Minimal Envelope Leakage	3	0	0	0
		EA 3.2				
4. Windows	4.1	Good Windows	Prereq			
	4.2	Enhanced Windows	2	0	0	0
	4.3	Exceptional Windows	3	0	0	0
		EA 4.2				
5. Heating and Cooling Distribution System	5.1	Reduced Distribution Losses	Prereq			
	5.2	Greatly Reduced Distribution Losses	2	0	0	0
	5.3	Minimal Distribution Losses	3	0	0	0
		EA 5.2				
6. Space Heating and Cooling Equipment	6.1	Good HVAC Design and Installation	Prereq			
	6.2	High-Efficiency HVAC	2	0	0	0
	6.3	Very High Efficiency HVAC	4	0	0	0
		EA 6.2				
7. Water Heating	7.1	Efficient Hot Water Distribution	2	0	0	0
	7.2	Pipe Insulation	1	0	0	0
	7.3	Efficient Domestic Hot Water Equipment	3	0	0	0
8. Lighting	8.1	ENERGY STAR Lights	Prereq			
	8.2	Improved Lighting	2	0	0	0
	8.3	Advanced Lighting Package	3	0	0	0
		EA 8.2				
9. Appliances	9.1	High-Efficiency Appliances	2	0	0	0
	9.2	Water-Efficient Clothes Washer	1	0	0	0
10. Renewable Energy	10	Renewable Energy System	10	0	0	0
11. Residential Refrigerant Management	11.1	Refrigerant Charge Test	Prereq			
	11.2	Appropriate HVAC Refrigerants	1	0	0	0
<i>Sub-Total for EA Category:</i>			38	14	0	13

Schedule D

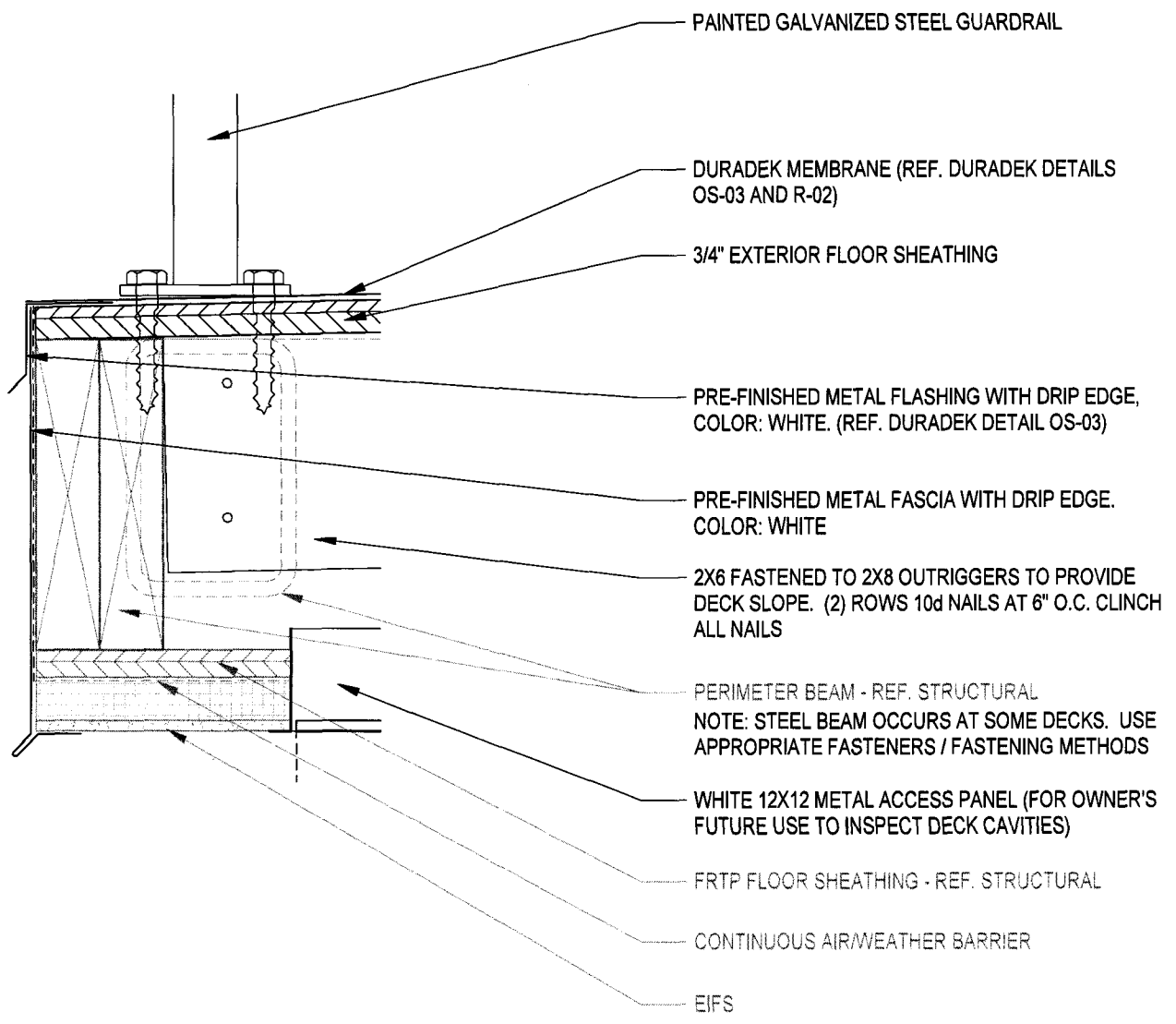
Balcony Repairs

[To be inserted]



Marmalade
Mixed Use

Duradek Balcony		
Project number	150331	CN-01
Date	04/19/22	Scale 1 1/2" = 1'-0"



PAINTED GALVANIZED STEEL GUARDRAIL

DURADEK MEMBRANE (REF. DURADEK DETAILS OS-03 AND R-02)

3/4" EXTERIOR FLOOR SHEATHING

PRE-FINISHED METAL FLASHING WITH DRIP EDGE, COLOR: WHITE. (REF. DURADEK DETAIL OS-03)

PRE-FINISHED METAL FASCIA WITH DRIP EDGE. COLOR: WHITE

2X6 FASTENED TO 2X8 OUTRIGGERS TO PROVIDE DECK SLOPE. (2) ROWS 10d NAILS AT 6" O.C. CLINCH ALL NAILS

PERIMETER BEAM - REF. STRUCTURAL
NOTE: STEEL BEAM OCCURS AT SOME DECKS. USE APPROPRIATE FASTENERS / FASTENING METHODS

WHITE 12X12 METAL ACCESS PANEL (FOR OWNER'S FUTURE USE TO INSPECT DECK CAVITIES)

FRTP FLOOR SHEATHING - REF. STRUCTURAL

CONTINUOUS AIR/WEATHER BARRIER

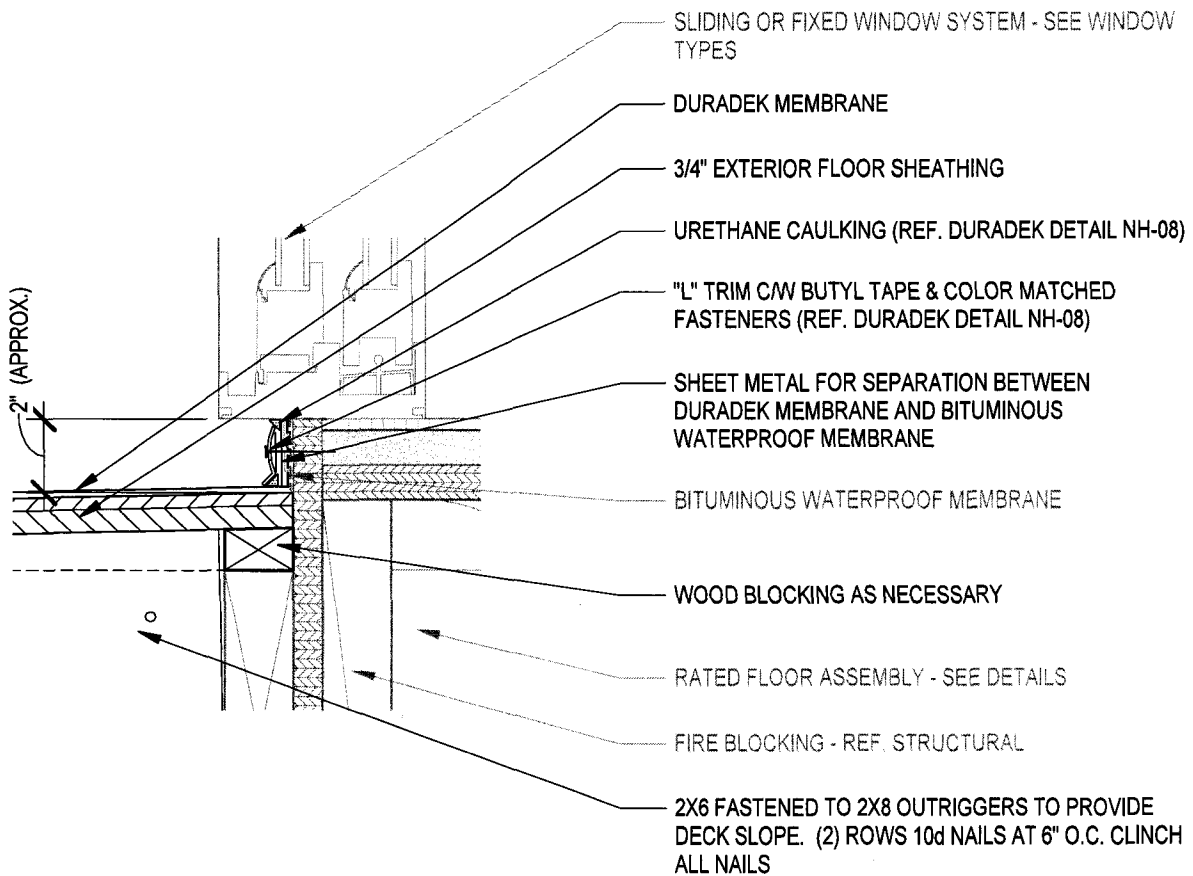
EIFS



Marmalade
Mixed Use

Duradek Balcony Edge

Project number	150331	CN-02
Date	04/19/22	



Marmalade
Mixed Use

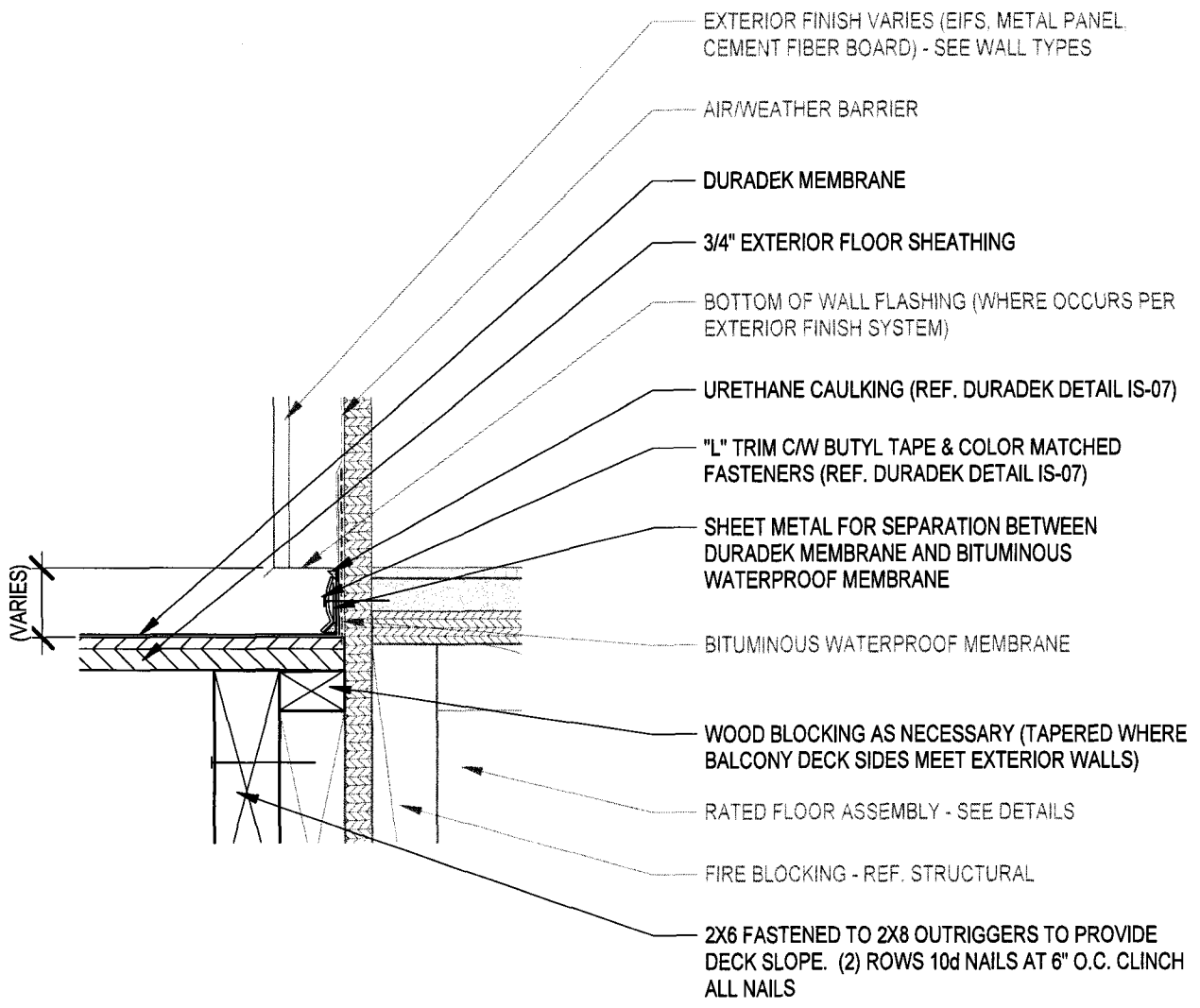
Duradek Balcony @ Sliding Door

Project number 150331

CN-03

Date 04/19/22

Scale 3" = 1'-0"

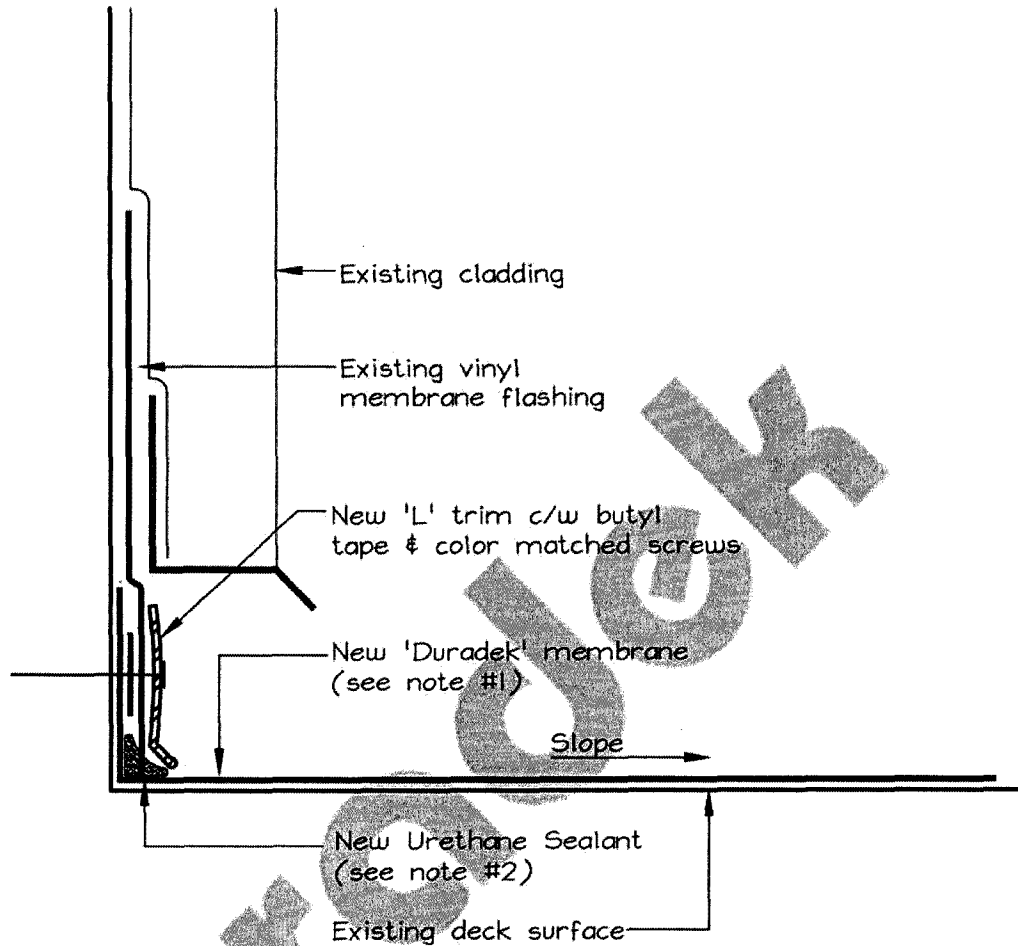


**Marmalade
Mixed Use**

Duradek Balcony @ Wall

Project number	150331	CN-04
Date	04/19/22	

INSIDE PERIMETER DETAIL- TIE INTO EXISTING MEMBRANE



NOTE:

- (1) Material & labor warranties would only extend to top of NEW installed membrane.
- (2) Urethane sealant installed to encapsulate end of membrane.

NOTE:

AS A SUPPLIER OF FINISHED PRODUCT ONLY, DURADEK LTD. DOES NOT ASSUME RESPONSIBILITY FOR ERRORS IN DESIGN, ENGINEERING, OR DIMENSIONS. THE ARCHITECT, ENGINEER, SPECIFIER, CONTRACTOR OR OWNERS' REPRESENTATIVE MUST VERIFY ALL DIMENSIONS, SIZES & SUITABILITY OF DETAILS.

DURADEK LTD.

CANADA
UNITED STATES

Bus: (604) 591-5594
Bus: (816) 421-5830

Fax: (604) 591-3100
Fax: (816) 421-2924

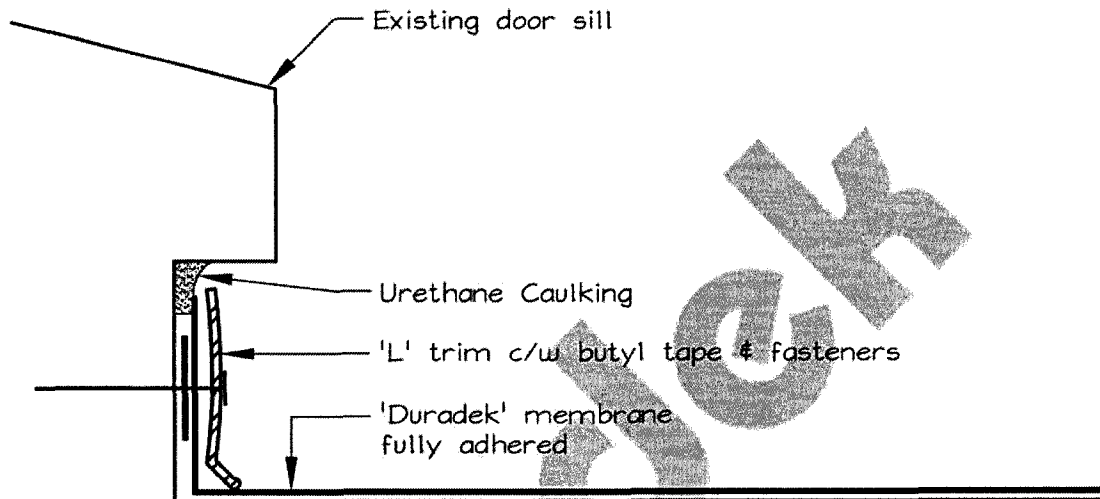
SYSTEM:
ALL ASSEMBLIES

DATE: **31/08/04**
REV. DATE:

DRAWING No.:
IS-07



NON-HABITABLE DETAIL- RAISED DOOR SILL



NOTE:

For use on surfaces over NON-HABITABLE SPACE ONLY: Duradek designates "Non-habitable space" as an area not over a living area or other areas, which are not governed by the local Building Codes (i.e.: sun decks, patios, etc.). A NON-HABITABLE DETAIL could be considered for applications where the detail does not contribute to water migration into the building envelope and has no consequential damaging effect to the building or deck support structure. Duradek recommends the use of 'ALL ASSEMBLIES' details for all installation of Duradek Waterproofing Membranes. These roofing details are sound and time proven. If the owner or his representative decides to use details designated as "NON-HABITABLE" because of aesthetics, practicality, cost or other project specific considerations, Duradek forgoes all responsibility for use of the detail.

NOTE:

AS A SUPPLIER OF FINISHED PRODUCT ONLY, DURADEK LTD. DOES NOT ASSUME RESPONSIBILITY FOR ERRORS IN DESIGN, ENGINEERING, OR DIMENSIONS. THE ARCHITECT, ENGINEER, SPECIFIER, CONTRACTOR OR OWNERS' REPRESENTATIVE MUST VERIFY ALL DIMENSIONS, SIZES & SUITABILITY OF DETAILS.

DURADEK LTD.

CANADA
UNITED STATES

Bus: (604) 591-5594
Bus: (816) 421-5830

Fax: (604) 591-3100
Fax: (816) 421-2924

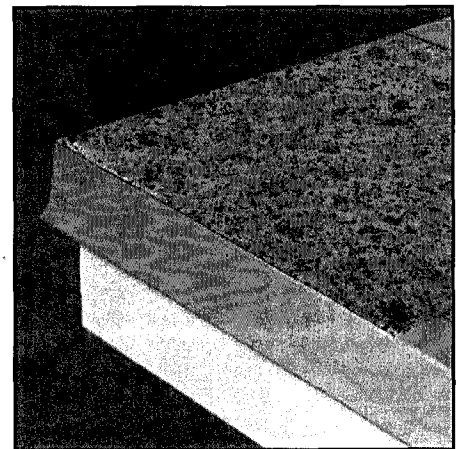
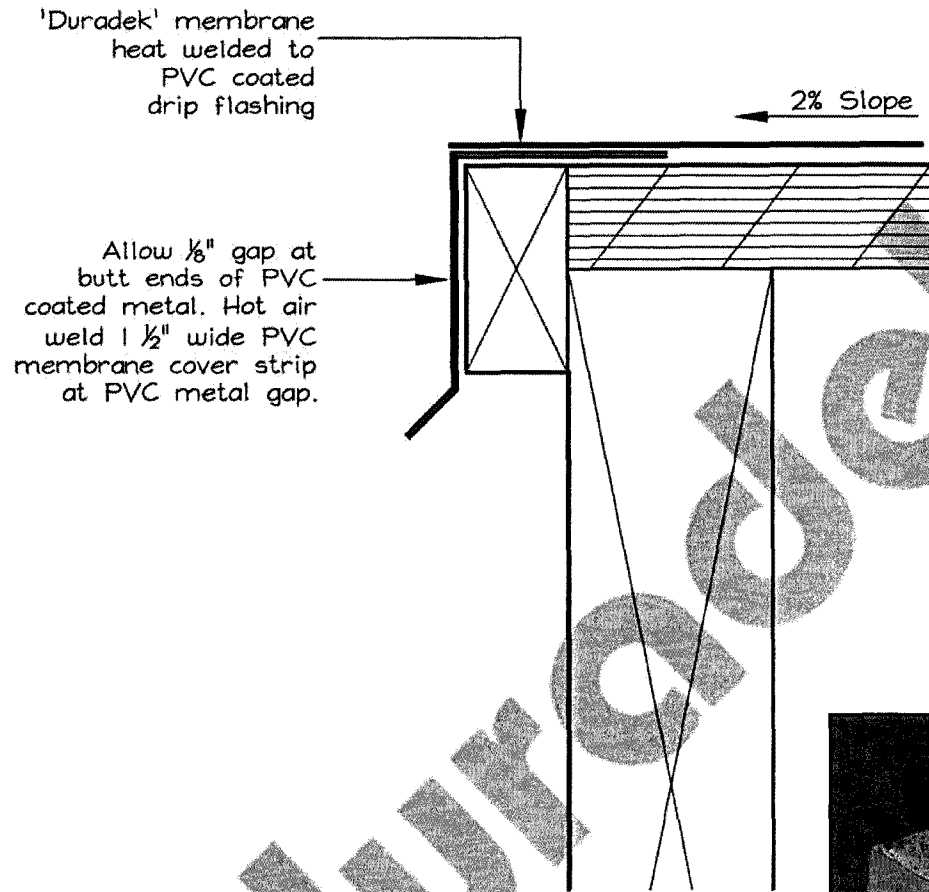
SYSTEM:
OVER NON-HABITABLE AREAS

DATE: **31/08/04**
REV. DATE:

DRAWING No.:
NH-08



OUTSIDE PERIMETER DETAIL- PVC COATED METAL FLASHING



NOTE: AS A SUPPLIER OF FINISHED PRODUCT ONLY, DURADEK LTD. DOES NOT ASSUME RESPONSIBILITY FOR ERRORS IN DESIGN, ENGINEERING, OR DIMENSIONS. THE ARCHITECT, ENGINEER, SPECIFIER, CONTRACTOR OR OWNERS' REPRESENTATIVE MUST VERIFY ALL DIMENSIONS, SIZES & SUITABILITY OF DETAILS.

DURADEK LTD.

CANADA
UNITED STATES

Bus: (604) 591-5594
Bus: (816) 421-5830

Fax: (604) 591-3100
Fax: (816) 421-2924

SYSTEM:
ALL ASSEMBLIES

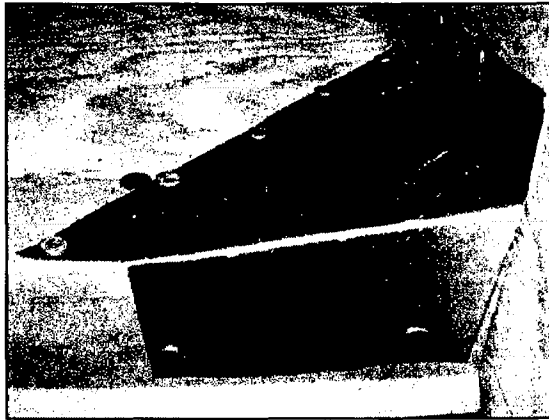
DATE: **31/08/04**
REV. DATE:

DRAWING No.:
OS-03

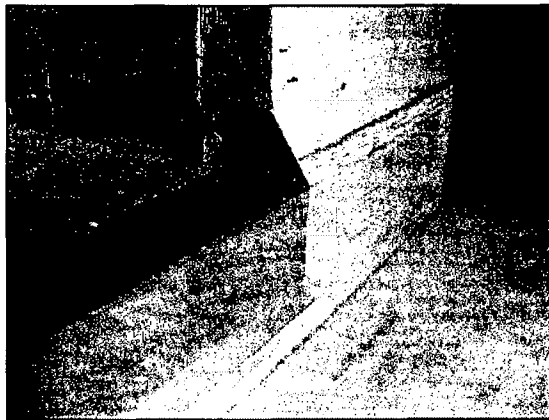


OUTSIDE PERIMETER DETAIL- WATER DIVERTERS (OPTIONAL)

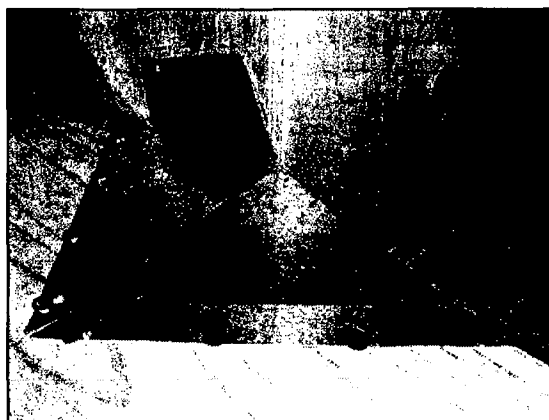
NOTE: See our Water Diverter Technical Bulletin #121 for more information



CORNER DIVERTER



RETURN DIVERTER



MID SPAN DIVERTER

SYSTEM:
ALL ASSEMBLIES

DATE: **31/08/04**
REV. DATE:

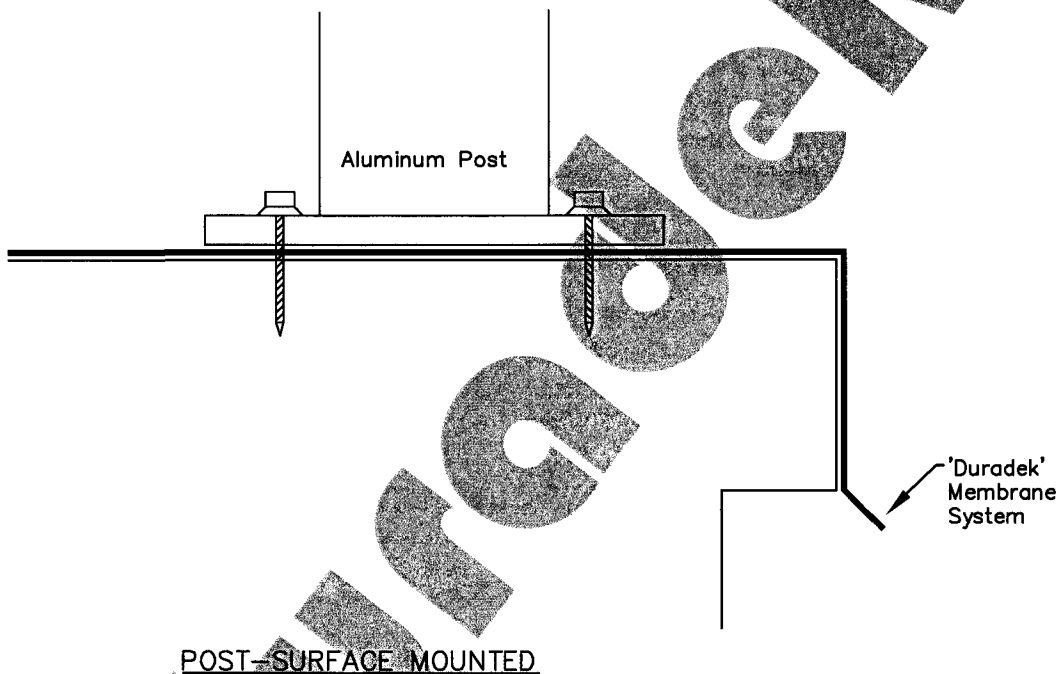
DRAWING No.:
OS-10



ALUMINUM RAILING MOUNTING CONNECTIONS

GENERAL NOTES:

- When fastening through 'Duradek' membrane drill pilot hole & fill with approved polyurethane caulk.
- Fasten railing to solid wood blocking.
- Follow railing manufacturers installation instructions.



NOTE:

AS A SUPPLIER OF FINISHED PRODUCT ONLY, DURADEK LTD. DOES NOT ASSUME RESPONSIBILITY FOR ERRORS IN DESIGN, ENGINEERING, OR DIMENSIONS. THE ARCHITECT, ENGINEER, SPECIFIER, CONTRACTOR OR OWNERS' REPRESENTATIVE MUST VERIFY ALL DIMENSIONS, SIZES & SUITABILITY OF DETAILS.

DURADEK LTD.

CANADA
UNITED STATES

Bus: (604) 591-5594
Bus: (816) 421-5830

Fax: (604) 591-3100
Fax: (816) 421-2924

SYSTEM:
ALL ASSEMBLIES

DATE: **31/08/04**
REV. DATE: **06/06/16**

DRAWING No.:
R-02



The design shown and described herein including all technical drawings, specifications, notes and model, trademark, and proprietary & can not be copied, drawn, reproduced, or in whole or in part without the written and express written consent of Blalock and Partners, LLC.

REVISIONS



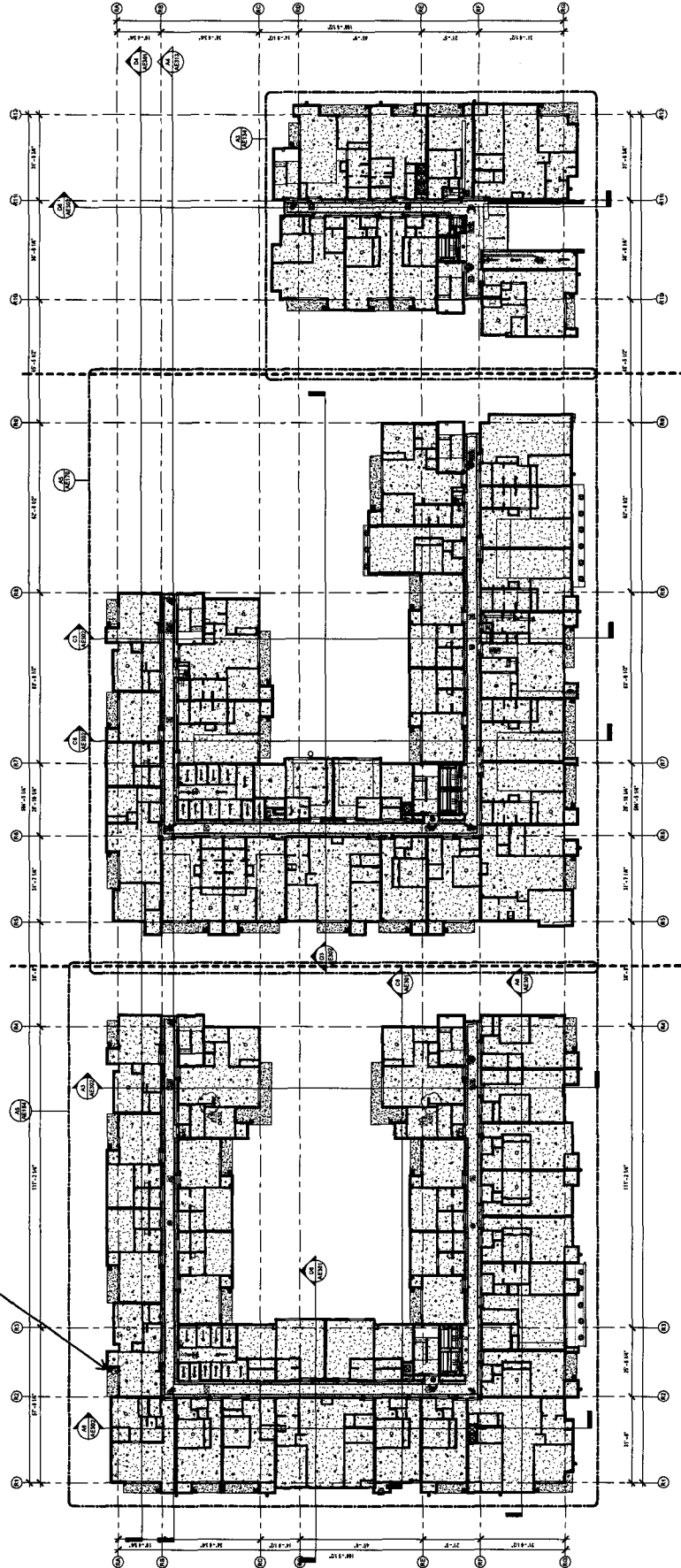
ASB 04 2019.06.26
ASB 05 2020.08.29
ASB 13 2021.01.22

DATE: 20 January 2025
PROJECT NO.: 150331
Permit/Title Block

Marmalade Mixed Use
650 North 300 West, SLC, UT 84103

R02 Overall
Reflected
Ceiling Plan
AE154

12x12 access panel, typ.



Residential Level 2 - Overall Reflected Ceiling Plan
A6

EXHIBIT D-1

Copy of Second Amendment

See attached.

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**
Redevelopment Agency of Salt Lake City
Room 118, City and County Building
451 South State Street
Salt Lake City, Utah 84111
Attn: Director

SECOND AMENDMENT TO DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT ("Second Amendment") is made as of the _____ of October, 2021 ("Effective Date") by and between the Redevelopment Agency of Salt Lake City, a public entity ("Agency"), and WW SLC Owner VIII, L.L.C., a Delaware limited liability company ("Developer").

RECITALS

WHEREAS, the Agency and Developer previously entered into a Development Agreement dated March 20, 2019 (the "Original Agreement"), as amended by that certain First Amendment to Development Agreement dated August 9, 2020 (the "First Amendment," together with the Original Agreement, the "Development Agreement") to ensure certain improvements are constructed in accordance with the terms of the Development Agreement on property located between 500 and 600 North and 300 West and Lot A of the Marmalade district, in Salt Lake City, Utah (as more particularly described on Exhibit A); and

WHEREAS, the Agency and Developer desire to amend the Development Agreement to modify the schedule of development.

NOW, THEREFORE, in consideration of the above-stated premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree to amend the Development Agreement as follows:

1. Exhibit D "Schedule of Development" is hereby deleted in its entirety and replaced with the following:

EXHIBIT D
Schedule of Development

Requirement	Section Reference	Outside Date
Commencement of construction of Developer Improvements	3.2	Within 30 days after the date of the Development Agreement

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

RECORDED

OCT 07 2021

CITY RECORDER

Substantial Completion of the Developer Improvements and issuance of certificate of occupancy	3.2	(36 months after Closing)
Completion of Punchlist Items	3.2	May 19, 2022

2. **Miscellaneous.** Except as expressly amended pursuant to the terms of this Second Amendment, the Development Agreement shall remain in full force and effect in accordance with its original terms, and the Development Agreement, as amended pursuant to this Second Amendment, is hereby ratified by the RDA and Developer. In the event that any of the provisions of this Second Amendment conflict with the provisions of the Development Agreement, the provisions of this Second Amendment shall govern and control. To facilitate execution, this Second Amendment may be executed in as many counterparts as may be required and may be signed electrically. All counterparts shall collectively constitute a single agreement.

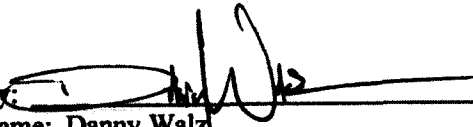
3. **Representation Regarding Ethical Standards.** Developer represents that it has not (1) provided an illegal gift or payoff to Salt Lake City Corporation ("City") officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44 Salt Lake City Code.

(end of text- signatures attached)


IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized officers, effective as of the date first set forth above.

Agency:

Redevelopment Agency of Salt Lake City

By: 
Name: Danny Walz
Title: Director

Approved as to form
Salt Lake City Attorney's Office


Allison Parks (Oct 7, 2021 11:03 MDT)

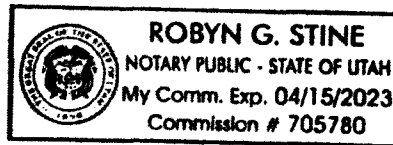
Attest and countersigned
Salt Lake City Recorder's Office



RECORDED

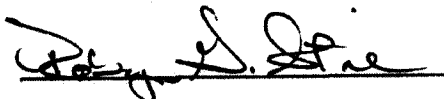
OCT 07 2021

CITY RECORDER



STATE OF UTAH)
) :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7th day of October, 2021, by Danny Walz, Director of the Redevelopment Agency of Salt Lake City, a public entity, who duly acknowledges to me that said instrument was executed by authority.


Notary Public

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

Developer:

**WW SLC OWNER VIII, L.L.C.,
a Delaware limited liability company**

**By: WW SLC Partners VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member**

**By: WW SLC Holdings VIII, L.L.C.,
a Delaware limited liability company,
a Member**


**By: W SLC Investors VIII, L.L.C.,
a Delaware limited liability company,
a Member**

**By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member**

**By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member**

**By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner**

**By: WSC Managers V III, Inc.,
a Delaware corporation,
its General Partner**

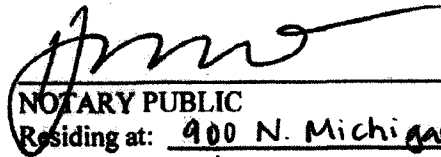
**By: 
Name: James I. Holmes
Title: Vice President**

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

STATE OF ~~UTAH~~ ^{ILLINOIS})
COUNTY OF ~~SALT LAKE~~ ^{COOK} : ss)

The foregoing instrument was acknowledged before me this 6 day of October, 2021, by James J. Hols the VP of WSC Managers VIII, Inc., a Delaware corporation, and that the foregoing instrument was signed on behalf of said entity.




NOTARY PUBLIC
Residing at: 900 N. Michigan Ave, suite 1900
Chicago, IL 60611

My Commission Expires:

12/13/22

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

EXHIBIT A
Description of the Property

PARCEL 1:

A parcel of land lying and situate in the Northeast quarter of Section 36, Township 1 North, Range I West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point on the East line of 300 West Street and the Southwest corner of Lot 2, Marmalade District, recorded January 15, 2014 in Book 2014P at Page 9, in the office of the Salt Lake County Recorder; thence North 00°01'28" East 513.17 feet along the East right of way line of 300 West Street; thence North 89°59'33" East 201.90 feet along the South right of way line of 600 North Street; thence South 00°01'15" West 177.50 feet; thence North 89°59'33" East 7.71 feet; thence South 00°01'15" West 161.36 feet; thence North 89°56'19" West 90.22 feet; thence South 00°14'04" West 174.74 feet; thence North 89°51'18" West 118.76 feet to the point of beginning.

PARCEL 1A:

Easements as disclosed in that certain Master Declaration of Covenants, Conditions and Restrictions of Marmalade Block Development, recorded August 4, 2014 as Entry No. 11892206 in Book 10250 at Page 5468.

PARCEL 1B:

Easements as disclosed in that certain Easement recorded March 23, 2017, as Entry No. 12501445, in Book 10540, at Page 8110.

PARCEL 1C:

Easements as disclosed in that certain Easement Agreement recorded February 24, 2014 as Entry No. 11808936 in Book 10213 at Page 1795.

Tax Id 08-36-205-047

No.:

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515


92.1.21.2577.2 Dev Agmt Amend 2

Final Audit Report

2021-10-07

Created:	2021-10-07
By:	Robyn Stine (robyn.stine@slcgov.com)
Status:	Signed
Transaction ID:	CEJCHBCAABAAMtHRVqaEA_RB8lecGR9aNYrzKxGUif

"92.1.21.2577.2 Dev Agmt Amend 2" History

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-  Document emailed to Mike Burns (mike.burns@slcgov.com) for signature
2021-10-07 - 2:18:14 PM GMT
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Signature Date: 2021-10-07 - 4:22:25 PM GMT - Time Source: server-
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2021-10-07 - 5:03:10 PM GMT-
-  Document e-signed by Allison Parks (allison.parks@slcgov.com)
Signature Date: 2021-10-07 - 5:03:18 PM GMT - Time Source:
-  Agreement completed.
2021-10-07 - 5:03:18 PM GMT

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515



POWERED BY
Adobe Sign

EXHIBIT D-2

Copy of Third Amendment

See attached.

Salt Lake City Corporation
CAMP DOCUMENT ROUTING FORM
CITY SIGNATURE AND ACTIVATION PROCESS

March 16, 2022

Contract Number:	92-1-21-2577-3	Project:	
Contractor:	50948 WW SLC OWNER VIII LLC		
Contract Title:	DEVELOPMENT AGREEMENT AMENDMENT 3		
Monitor:	CARA LINDSLEY		

Please complete your Step and forward to the next Step.

STEP 1	ACCOUNTING DIVISION - Encumber Funds
	<p>I certify that funds are available. <u>NA</u></p> <p>OR Accounting Signature _____ Date _____</p> <p>I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system .</p> <p style="text-align: right;"><u>mike burns</u> _____ 3/16/2022 Accounting Signature Date</p> <p>Funding Source: _____ NA _____</p> <p style="text-align: center;">Dept Cost Center Object Code \$ NA</p> <p>Attach additional paperwork if more funding sources are needed. Limit \$ NA</p>

STEP 2	CITY ATTORNEY'S OFFICE - Final Approval
	<p>Attorney: <u>Allison Parks</u> Insurance Required: N</p> <p>Perf Bond Required: N</p> <p>Pmt Bond Required: N</p> <p>This document has been approved as to form. <u>[Signature]</u> _____ 03/16 Attorney's Signature Date</p>

STEP 3	- Sign Document
	<p><u>INSTRUCTIONS:</u> <u>Sign ALL documents.</u></p> <p>Authorized Signer: <u>Danny Walz, Director</u> RDA Name Dept/Div</p> <p><u>Forward ALL Signed documents to the Recorder's Office</u></p>

STEP 4	RECORDER'S OFFICE - Activate
	<p><u>INSTRUCTIONS:</u> Please record and contact Cara Lindsley when it is ready to be picked up. It requires recording with the County</p> <p>When activated, keep 1 signed document, send other signed document(s) to:</p> <p><u>Robyn</u> RDA x7203 Name Department or Division Phone</p>

**RECORDING REQUESTED BY
AND WHEN RECORDED RETURN TO:**

Redevelopment Agency of Salt Lake City
Room 118, City and County Building
451 South State Street
Salt Lake City, Utah 84111
Attn: Director

Parcel No. 08-36-205-047-0000

THIRD AMENDMENT TO DEVELOPMENT AGREEMENT

THIS THIRD AMENDMENT TO DEVELOPMENT AGREEMENT (“**Third Amendment**”) is executed between the Redevelopment Agency of Salt Lake City, a public entity (“**Agency**”), and WW SLC Owner VIII, L.L.C., a Delaware limited liability company (“**Developer**”) to be effective as of the date stamped by the City Recorder’s Office (“**Effective Date**”).

RECITALS

WHEREAS, the Agency and Developer previously entered into a development agreement dated March 20, 2019, as amended by the first amendment dated August 9, 2020 and the second amendment dated October 7, 2021 (the original agreement together with the first and second amendments shall be referred to herein as the “**Development Agreement**”) to ensure certain improvements are constructed in accordance with the terms of the Development Agreement on property located between 500 and 600 North and 300 West and Lot A of the Marmalade district, in Salt Lake City, Utah (as more particularly described on Exhibit A); and

WHEREAS, the Agency and Developer desire to amend the Development Agreement to modify the schedule of development.

NOW, THEREFORE, in consideration of the above-stated premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree to amend the Development Agreement as follows:

1. Exhibit D “Schedule of Development” is hereby deleted in its entirety and replaced with the following:

EXHIBIT D

Schedule of Development

Requirement	Section Reference	Outside Date
Commencement of construction of Developer Improvements	3.2	Within 30 days after the date of the Development Agreement

Substantial Completion of the Developer Improvements and issuance of certificate of occupancy	3.2	_____ (38 months after Closing)
Completion of Punchlist Items	3.2	July 19, 2022

2. Miscellaneous. Except as expressly amended pursuant to the terms of this Third Amendment, the Development Agreement shall remain in full force and effect, and the Development Agreement, as amended pursuant to this Third Amendment, is hereby ratified by the RDA and Developer. In the event that any of the provisions of this Third Amendment conflict with the provisions of the Development Agreement, the provisions of this Third Amendment shall govern and control. To facilitate execution, this Third Amendment may be executed in as many counterparts as may be required and may be signed electrically. All counterparts shall collectively constitute a single agreement.

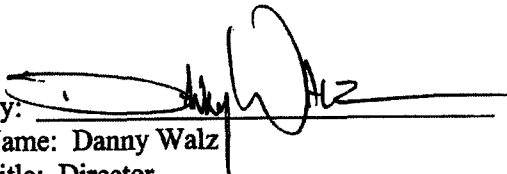
3. Representation Regarding Ethical Standards. Developer represents that it has not (1) provided an illegal gift or payoff to Salt Lake City Corporation (“City”) officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Salt Lake City’s conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in Salt Lake City’s conflict of interest ordinance, Chapter 2.44 Salt Lake City Code.

(end of text- signatures attached)


IN WITNESS WHEREOF, the parties have caused this Third Amendment to be effective as of the Effective Date.

Agency:

Redevelopment Agency of Salt Lake City

By: 
Name: Danny Walz
Title: Director

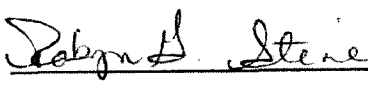
Approved as to form
Salt Lake City Attorney's Office

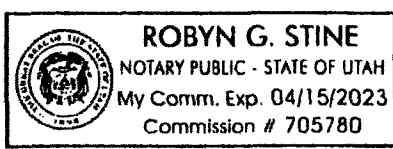

Allison Parks (Mar 16, 2022 16:59 MDT)

Attest and countersigned
Salt Lake City Recorder's Office

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

The foregoing instrument was acknowledged before me this 22 day of March, 2022, by Danny Walz, Director of the Redevelopment Agency of Salt Lake City, a public entity, who duly acknowledges to me that said instrument was executed by authority.


Notary Public



Developer:

WW SLC OWNER VIII, L.L.C.,
a Delaware limited liability company

By: WW SLC Partners VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: WW SLC Holdings VIII, L.L.C.,
a Delaware limited liability company,
a Member


By: W SLC Investors VIII, L.L.C.,
a Delaware limited liability company,
a Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
its Sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
its Managing Member

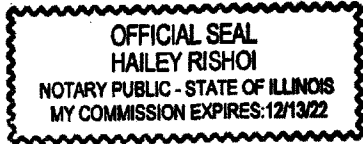
By: Walton Street Managers VIII, L.P.,
a Delaware limited partnership,
its General Partner

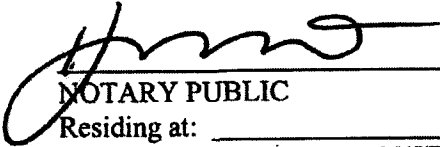
By: WSC Managers V III, Inc.,
a Delaware corporation,
its General Partner

By: 
Name: James J. Holmes
Title: Vice President

STATE OF ILLINOIS)
 : ss
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 16 day of March, 2022, by James J. Holmes, the ~~vice president~~ of WSC Managers VIII, Inc., a Delaware corporation, and that the foregoing instrument was signed on behalf of said entity.





NOTARY PUBLIC
Residing at: _____

WALTON STREET CAPITAL
900 N. MICHIGAN AVE STE 1900
CHICAGO, IL 60611-6536

My Commission Expires:

12/13/22

EXHIBIT A
Description of the Property

PARCEL 1:

A parcel of land lying and situate in the Northeast quarter of Section 36, Township 1 North, Range I West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point on the East line of 300 West Street and the Southwest corner of Lot 2, Marmalade District, recorded January 15, 2014 in Book 2014P at Page 9, in the office of the Salt Lake County Recorder; thence North 00°01'28" East 513.17 feet along the East right of way line of 300 West Street; thence North 89°59'33" East 201.90 feet along the South right of way line of 600 North Street; thence South 00°01'15" West 177.50 feet; thence North 89°59'33" East 7.71 feet; thence South 00°01'15" West 161.36 feet; thence North 89°56'19" West 90.22 feet; thence South 00°14'04" West 174.74 feet; thence North 89°51'18" West 118.76 feet to the point of beginning.

PARCEL 1A:

Easements as disclosed in that certain Master Declaration of Covenants, Conditions and Restrictions of Marmalade Block Development, recorded August 4, 2014 as Entry No. 11892206 in Book 10250 at Page 5468.

PARCEL 1B:

Easements as disclosed in that certain Easement recorded March 23, 2017, as Entry No. 12501445, in Book 10540, at Page 8110.

PARCEL 1C:

Easements as disclosed in that certain Easement Agreement recorded February 24, 2014 as Entry No. 11808936 in Book 10213 at Page 1795.

Tax Id 08-36-205-047

No.:









92.121.2577.3

Final Audit Report

2022-03-16

Created:	2022-03-16
By:	Robyn Stine (robyn.stine@slcgov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1#fdDJtWJ0IZXZ5qmSpPVvdGxokegSz

"92.121.2577.3" History

-  Document created by Robyn Stine (robyn.stine@slcgov.com)
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-  Document emailed to Mike Burns (mike.burns@slcgov.com) for signature
2022-03-16 - 10:53:24 PM GMT
-  Email viewed by Mike Burns (mike.burns@slcgov.com)
2022-03-16 - 10:53:53 PM GMT
-  Document e-signed by Mike Burns (mike.burns@slcgov.com)
Signature Date: 2022-03-16 - 10:54:07 PM GMT - Time Source: server
-  Document emailed to Allison Parks (allison.parks@slcgov.com) for signature
2022-03-16 - 10:54:08 PM GMT
-  Email viewed by Allison Parks (allison.parks@slcgov.com)
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-  Document e-signed by Allison Parks (allison.parks@slcgov.com)
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92.121.2577.4 Fourth Development Agreement Amendment

Final Audit Report

2022-05-24

Created:	2022-05-24
By:	Robyn Stine (robyn.stine@slcgov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsJ2gyHY7BlxXfbh2RWF8sUD_mSNGwzr

"92.121.2577.4 Fourth Development Agreement Amendment" History

-  Document created by Robyn Stine (robyn.stine@slcgov.com)
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Salt Lake City Corporation
CAMP DOCUMENT ROUTING FORM
CITY SIGNATURE AND ACTIVATION PROCESS

RECORDED
MAY 24 2022
CITY RECORDER

May 24, 2022

Contract Number:	92-1-21-2577-4	Project:	URGENT - to be recorded ASAP 5/24/22 closing date of 5/25/22
Contractor:	50948 WW SLC OWNER VIII LLC		
Contract Title:	DEVELOPMENT AGREEMENT AMENDMENT 4		
Monitor:	CARA LINDSLEY		

Please complete your Step and forward to the next Step.

STEP 1	ACCOUNTING DIVISION - Encumber Funds
	I certify that funds are available. <u>NA</u> OR Accounting Signature _____ Date _____ I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system . <u>mike burns</u> 05/24/2022 Accounting Signature _____ Date _____ Funding Source: <u>NA</u> Dept - Cost Center - Object Code \$ <u>NA</u> Attach additional paperwork if more funding sources are needed. Limit \$ <u>NA</u>

STEP 2	CITY ATTORNEY'S OFFICE - Final Approval
Leave Blank For Date Stamp	Attorney: <u>Allison Parks</u> Insurance Required: N Perf Bond Required: N Pmt Bond Required: N This document has been approved as to form. <u>[Signature]</u> Attorney's Signature _____ Date _____

STEP 3	- Sign Document
Leave Blank For Date Stamp	INSTRUCTIONS: TO BE NOTARIZED <u>Sign ALL documents.</u> Authorized Signer: <u>Danny Walz, Director</u> RDA Name Dept/Div <u>Forward ALL Signed documents to the Recorder's Office</u>

STEP 4	RECORDER'S OFFICE - Activate
Leave Blank For Date Stamp	INSTRUCTIONS: URGENT - must be recorded on 5/24/22 Please record & contact Robyn Stine & Cara Lindsley when ready to be picked up The original will need to go to the County. When activated, keep 1 signed document, send other signed document(s) to: <u>Robyn</u> RDA x7203 Name Department or Division Phone