

After recording mail to:

Cottonwood Heights Community

Development and Renewal Agency

Attn: B. Tim Tingey, Executive Director

2277 East Bengal Blvd.

Cottonwood Heights, UT 84121

12911181

12/28/2018 4:27:00 PM \$82.00

Book - 10742 Pg - 5464-5498

ADAM GARDINER

Recorder, Salt Lake County, UT

COTTONWOOD TITLE

BY: eCASH, DEPUTY - EF 35 P.

Public Parking Easement Agreement

*This document is being re-recorded to further assure attachment and priority of the public easements as to title to the parking structure and the surrounding project area to the extent necessary to provide access to Canyon Centre Parkway

AFTER RECORDING MAIL TO:

COTTONWOOD HEIGHTS COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY
Attn: B. Tim Tingey, Executive Director
2277 East Bengal Blvd.
Cottonwood Heights, UT 84121
CT-100009-CAP

12910366
~~12/28/2018 8:27:00 AM \$72.00~~
~~Book - 10742 Pg - 459-488~~
~~ADAM GARDNER~~
~~Recorder, Salt Lake County, UT~~
~~COTTONWOOD TITLE~~
~~BY: eCASH, DEPUTY - EF 30 P.~~

Public Parking Easement Agreement

THIS PUBLIC PARKING EASEMENT AGREEMENT (this "*Agreement*") is entered into by and among **CANYON CENTRE CAPITAL, LLC**, a Utah limited liability company whose address is 9067 South 1300 West, Suite 105, West Jordan, Utah 84088-5582 ("*Grantor*"); the **COTTONWOOD HEIGHTS COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a governmental entity organized under the laws of the state of Utah whose address is 2277 East Bengal Blvd., Cottonwood Heights, UT 84121 ("*Agency*"); and **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah whose address is 2001 South State Street, #S3-600, Salt Lake City, UT 84190 ("*County*") (Agency and County are collectively referred to herein as "*Grantee*"). Grantor and Grantee are sometimes referred to collectively as the "*Parties*" and either may be referred to individually as a "*Party*," all as governed by the context in which such words are used. **THE CANYON CENTRE CONDOMINIUM ASSOCIATION** (the "*Condominium Association*") also is a party to this Agreement for the limited purposes of Sections 2-4, inclusive, and 11 below.

RECITALS:

A. In furtherance of the objectives of the "Limited Purpose Local Government Entities--Community Reinvestment Agency Act," UTAH CODE ANN. Title 17C, Chapters 1 through 5 (including any future amendments or successors, the "*Act*"), Agency has undertaken a program for the development of the Canyon Centre Community Development Project Area (the "*Project Area*" or the "*Project*") located at approximately 7350 South Wasatch Blvd. in the city of Cottonwood Heights, Salt Lake County, Utah ("*City*").

B. Agency has prepared, and City has approved, a community development plan (the "*Plan*") providing for the development of the land located within the Project Area and the future uses of such land.

C. The Project Area consists of approximately 10.89 acres which Grantor, as developer, has agreed to develop with certain private and public improvements as provided in the Plan. One or more plats (collectively, the "*Plat*") subdividing the Project Area into five lots ("*Lots*") has been recorded in the official records of County's Recorder. The division of the Lots as shown on the Plat contemplates the development of the separate uses in the Project Area.

D. Lot 1 of the Project Area has been or will be developed into a public park (the "*Park*"). Lot 2 of the Project Area has been or will be condominiumized and developed to include several buildings (the "*Condominium Project*") including a hotel (the "*Hotel Unit*"), a commercial office building (the "*Office Unit*"), and various retail and restaurant buildings, each of which will be separate condominium units ("*Units*") under separate ownership. The Units will rest on a structural podium which, in turn, will rest on a three-level parking structure (the "*Parking Structure*") containing at least 415 parking stalls (the "*Parking Stalls*"). The legal descriptions of

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AFTER RECORDING MAIL TO:

COTTONWOOD HEIGHTS COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY
Attn: B. Tim Tingey, Executive Director
2277 East Bengal Blvd.
Cottonwood Heights, UT 84121
CT-102069-CAP

This document has been recorded electronically.
Please see the attached copy to view the County
Recorder's stamp as it now appears in the public
record.

Date: 2-20-10 Entry: 2010766
Submitted by: Cottonwood Title Ins. Agency, Inc.

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the Project Area, of Lot 2 of the Project Area and of the Parking Structure within said Lot 2 are set forth in ATTACHMENT NO. 1 to this Agreement.

E. Level P1 of the Parking Structure will contain approximately 217 Parking Stalls, Level P2 will contain approximately 145 Parking Stalls, and Level P3 will contain approximately 55 Parking Stalls. Each level within the Parking Structure will be included within one of the Units, with Levels P1 (comprising Unit 2B-1 and sometimes called "*Parking Level 1*") and P3 (comprising Unit 2B-3 and sometimes called "*Parking Level 3*") being included in the Office Unit (comprising Unit 2B), and Level P2 (comprising Unit 2A-2 and sometimes called "*Parking Level 2*") being included within the Hotel Unit (comprising Unit 2A). The use of all Parking Stalls will be monitored at the gates of the Parking Structure as vehicles enter and exit. Grantor will erect access gates, ticketing/payment booths or kiosks, or other similar improvements in the Parking Structure to aid in controlling access to and use of the Parking Structure.

F. Grantor has recorded or will record a master declaration of covenants, conditions and restrictions and a first amendment to such master declaration (collectively, the "*Master Declaration*") against the entire Project and has recorded or will record the condominium declaration (the "*Condominium Declaration*") (the Master Declaration and the Condominium Declaration are collectively referred to herein as the "*Declarations*") against Lot 2 of the Project in connection with the development of the Project. The Condominium Association will be responsible for operation and maintenance of the Project's common areas and for performing other duties described in the Declarations and the "Master Parking Agreement" (the "*Master Parking Agreement*") that will encumber the Units as contemplated by the Condominium Declaration.

G. Grantor and Agency have or will enter into a "Development Agreement" (the "*Development Agreement*") for the Project whereunder, among other provisions, Agency will issue the Private Bond (as defined in the Development Agreement) and pay up to \$7.75 Million (the "*Purchase Price*") of public funds which originated from County—for, *inter alia*, a perpetual, exclusive easement for public parking in certain of the Parking Stalls during certain times on certain days as explained in the Development Agreement and this Agreement, which funds will be recouped by Agency and County through future tax increment payments arising from the Project as contemplated by the Plan (the "*Tax Increment*").

H. Agency's and County's decision to purchase such parking rights and easement is based on their determination that the availability of public parking in the Project likely will help alleviate traffic and vehicle congestion in Big Cottonwood Canyon and Little Cottonwood Canyon, thereby furthering the health, safety and welfare of City and County residents and being in accord with the public purposes and provisions of the applicable state laws and requirements under which development of the Project Area is undertaken.

I. The Parties desire to enter into and record this Agreement to evidence and assure that the parking rights and easement in and to the Parking Structure accrue and perpetually are available to Agency, County and the public as provided in the Development Agreement and this Agreement.

A G R E E M E N T:

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

Section 1. **Grant of Public Easements.** Conditioned on full and timely performance of all of Agency's funding obligations and issuance of the Private Bond, all as provided in the Development Agreement, Grantor hereby **grants, conveys and warrants** to Agency and County, and their respective successors and assigns, for the use and benefit of the general public, the following perpetual, irrevocable easements (the "*Public Easements*") on the Parking Structure and the surrounding Project Area to the extent necessary to provide access to Canyon Centre Parkway:

(a) *Public Parking.*

(i) An exclusive easement for the general public to use the Parking Stalls as specified below:

(A) 80 of the Parking Stalls located on Parking Level 1 (the "*Exclusive Public Stalls*") shall be designated for exclusive use by the general public 24 hours per day, 365 days per year. Signage stating "CANYON PARKING ONLY. No Hotel/Office Parking," or other verbiage specified by Grantee, shall be placed by each of the Exclusive Public Stalls to clarify that such stalls may not be used by employees, customers or other users of the Office Unit or the Hotel Unit. Such signage, its size, color, letter font and placement, shall be subject to the prior reasonable approval of Grantee. The location of the 80 Exclusive Public Stalls may not be modified without Grantee's prior written consent; and

(B) Other Parking Stalls (the "*Nonexclusive Public Stalls*," which term shall not include any of the Exclusive Public Stalls) in addition to the Exclusive Public Stalls shall be designated for use by the general public as follows:

(1) 137 of the Parking Stalls located on Parking Level 1 shall be available for Public Use (defined below) from 6:00 p.m. to midnight on business days and from 6:00 a.m. to midnight on weekends and federal or state holidays (excluding Columbus Day and Veterans Day); and

(2) An additional 65 of the Parking Stalls located on Parking Level 2 shall be available for Public Use on weekends and federal or state holidays (excluding Columbus Day and Veterans Day), with 40 of those stalls designated for Public Use from 6:00 a.m. to midnight, and the remaining 25 of those stalls designated for Public Use from 6:00 a.m. to 6:00 p.m.

The 24/7/365 public use times for the Exclusive Public Stalls and the above-specified public use times for the Nonexclusive Public Stalls are collectively referred to herein as the "*Public Use Times*."

(ii) The Exclusive Public Stalls, and the Nonexclusive Public Stalls during the Public Use Times, as described above are referred to herein as the "*Public Stalls*." The location and grouping of the Public Stalls are depicted on the shared parking plan (the "*Shared Parking Plan*") which is attached hereto as **ATTACHMENT NO. 2** to this Agreement. In this Agreement, the term "*Public Use*" means use of the Public Stalls as provided in this Section 1(a).

(iii) In order to reduce congestion in Big Cottonwood Canyon and Little Cottonwood Canyon, use of the 80 Exclusive Public Stalls shall be reserved for members of the general public who are then visiting those canyons and shall not be available for use by owners, tenants, occupants, customers, guests or invitees of any Unit except to the extent, and for the

duration, that such persons are then visiting those canyons. Grantee may modify the scope of permissible Public Use of the Exclusive Public Stalls beyond solely parking for canyon visitors by written resolutions enacted by both Agency and County. Grantee also may, at its cost, erect access gates, ticketing/payment booths or kiosks, or other similar improvements in an appropriate location in the Parking Structure to further prevent or discourage unauthorized use (defined below) of the 80 Exclusive Public Stalls, subject to the Condominium Association's input and prior approval, which may not be withheld, delayed or conditioned unreasonably. Grantee also shall have the right to enforce against unauthorized use of the 80 Exclusive Public Stalls through ticketing, towing, "booting" or other commercially reasonable enforcement methods, with the resulting proceeds belonging solely to Grantee ("*Enforcement Methods*"). In this Agreement, "*unauthorized use*" means use of Parking Stalls by a user or in a manner that is not specifically authorized by this Agreement and the Shared Parking Plan.

During the Public Use Times, Public Use of the Nonexclusive Public Stalls (A) shall include use by members of the general public when taking advantage of the Condominium Project amenities, while visiting the Park, or while visiting the nearby canyons, (B) shall include use by visitors or customers of the Units other than lodging guests of the Hotel Unit (who are provided with adequate parking under the Master Parking Agreement), but (C) shall not include owners, tenants, occupants, or employees of any Unit or a business conducted within any Unit. Notwithstanding the foregoing, however, Grantee may, in its sole discretion, grant in writing a Unit Owner's written request for a temporary license to use certain Nonexclusive Public Stalls for employee parking during certain Public Use Times.

All users of the Public Stalls shall pay the same Parking Fees. The Condominium Association (or its replacement as the manager of the Parking Structure under the Condominium Declaration and/or the Master Parking Agreement), in consultation with Grantee, shall take such steps as may be reasonably available to prevent and/or to penalize unauthorized use of the Nonexclusive Public Stalls; provided that if notwithstanding such steps Grantee reasonably suspects a pattern of unauthorized use of the Nonexclusive Public Stalls, then Grantee may so inform the Condominium Association in writing and, following at least ten days after the giving of such notice, Grantee may institute Enforcement Methods for its own benefit which are reasonably designed to cause offenders to avoid, remedy and/or cease unauthorized use of the Nonexclusive Public Stalls. Grantee's use of Enforcement Methods as to the Nonexclusive Public Stalls shall be undertaken in a phased manner proceeding from least to most severe only as reasonably deemed necessary by Grantee, in consultation with the Condominium Association, to accomplish Grantee's goal of eliminating unauthorized use of the Nonexclusive Public Stalls.

The Public Stalls shall not be considered to be available to meet the parking needs of any Unit(s) of the Condominium Project, or of any other portions of the Project, when analyzing the availability of adequate parking to meet City's requirements in connection with any land use application concerning such other Unit(s) or portion. To further reduce the possibility of non-public use of the Public Stalls by employees of the Office Unit, there shall be no uses or leases of the Office Unit requiring, in the aggregate taking into account all such uses and leases, use or allocation of over four and one-half (4.5) Parking Stalls per 1,000 square feet of leasable floor area, measured under applicable City parking standards.

The Condominium Association shall cause the Hotel Unit and the Office Unit to adopt and consistently follow policies and procedures whereby the owners, tenants, occupants, customers, guests and invitees of those Units regularly are given clear instructions on when and where to park in the Parking Structure in a manner that will not impair the public's rights to exclusive use of the

80 Exclusive Public Stalls at all times or of the Nonexclusive Public Stalls during the Public Use Times. The Condominium Association may also develop, adopt and consistently follow policies and procedures whereby the public is regularly given clear instructions on when and where to park in the Parking Structure in a manner that will not impair the rights of the Unit owners to utilize the Parking Stalls that are not Public Stalls hereunder or at times other than the Public Use Times at the time set forth in the Shared Parking Plan.

(b) Ingress, Egress and Travel. A non-exclusive easement from Canyon Centre Parkway across the Project Area to the Parking Structure, and within the Parking Structure, for ingress and egress, and pedestrian and vehicular travel, associated with public use of the Public Stalls hereunder.

Section 2. Parking Management Committee. If the Condominium Association creates any committee, board or other body under the Master Parking Agreement, under the Condominium Declaration, or otherwise, for the purpose of managing the Parking Structure (the "*Parking Management Committee*"), Agency or its designee shall permanently have a voting membership seat on such body. If the Condominium Association does not delegate such management function to a Parking Management Committee, then Agency or its designee shall be entitled to receive prior notice of, and the right to attend and give input in, all Condominium Association meetings where operation of the Parking Structure and the public use thereof is to be discussed.

Section 3. Public Parking Fees. The fees for public parking in the Parking Structure shall be set from time to time by the Condominium Association or the Parking Management Committee, as applicable, in a manner that promotes, rather than discourages, public parking in the Parking Structure and in an amount that results in income from the Public Stalls in an amount sufficient to pay up to 20% of "Parking Assessments" pursuant to and as defined in the Master Parking Agreement. Notwithstanding the foregoing, the fees charged for public use of any Public Stall may not at any time exceed the lesser of (a) the average fee for public parking in three comparable parking structures outside the central business district (i.e., 400 West to 200 East, inclusive, between North Temple and 600 South, inclusive) of downtown Salt Lake City, as reasonably designated by Agency, or (b) 75% of the average fee for public parking in three comparable parking structures within the central business district of downtown Salt Lake City, as reasonably designated by Agency, or (c) \$1.50 per hour, adjusted for any changes in the Consumer Price Index between the date of this Agreement and the date of the proposed adjustment to such public parking fees. As used herein, "*Consumer Price Index*" shall mean the consumer price index published by the United States Department of Labor, Bureau of Labor Statistics, U.S. City Average, All Items and Major Group Figures for Urban Wage Earners and Clerical Workers (1982-84=100). Should the Bureau of Labor Statistics discontinue the publication of said index, or publish the same less frequently, or alter the same in some other manner, then the Agency shall use as a reference a substitute index or substitute procedure which reasonably reflects and monitors consumer prices. Further, if the base year "(1982-84=100)" or other base year used in computing the Consumer Price Index is changed, the figures used in making the rental adjustments required herein shall be changed accordingly so that all increases in the Consumer Price Index are taken into account notwithstanding any such change in the base year. The designation of "comparable parking structures" pursuant to (a) and (b) above will be subject to the prior notice to and input from the Condominium Association. The provisions of this Section 3 shall not impair Grantee's right to employ Enforcement Methods and to retain the proceeds thereof as provided in Section 1 of this Agreement.

Section 4. **Maintenance, Repair and Replacement.** The Condominium Association perpetually shall, or shall cause, the Parking Structure to be maintained in a good, attractive and usable condition for the benefit of, *inter alia*, Grantee and the public in their ownership, use and enjoyment of the Public Easements under this Agreement. Neither Agency, County nor the public shall have any maintenance, repair or replacement obligations concerning the Parking Structure notwithstanding their ownership, use and enjoyment of the Public Easements, the Parties acknowledging that the Purchase Price (including issuance of the Private Bond) is fair and adequate consideration for, *inter alia*, exculpation of Grantee from any and all responsibility for the future costs of maintaining, repairing or replacing the Parking Structure. Instead, all short-term and long-term maintenance, repair and replacement of the Parking Structure shall be the responsibility of or otherwise assured by the Condominium Association, and shall be governed by the Condominium Declaration and/or the Master Parking Agreement which will impose on the Condominium Association or the Unit Owners **all** costs and expenses of maintenance, repair and replacement of the Parking Structure; provided, however, that the portion of the Tax Increment that is specifically designated in the "Distribution Chart" attached to the Development Agreement for use in operation and maintenance of the Parking Structure shall be available to defray those costs and expenses and further provided that, except for monies derived from Grantee's use of Enforcement Methods as provided above (which shall belong to Grantee), all parking fees received from use of the Public Stalls shall be received by the Condominium Association and used in connection with such costs and expenses.

Section 5. **Duration.** The Public Easements granted herein shall be perpetual in duration.

Section 6. **Covenants Run with Land.** The Public Easements shall (a) create an equitable servitude on the Project, including Lot 2 and the Parking Structure, in favor of Grantee; (b) constitute a covenant running with the land; (c) bind every person having any fee, leasehold or other interest in any portion of the Project at any time or from time to time; and (d) inure to the benefit of and be binding upon the Parties and their respective successors and their assigns.

Section 7. **Assignment.** Each of Agency and County freely may assign its rights and/or delegate its duties under this Agreement to other governmental entities acting on behalf of the general public, including an interlocal entity such as a public parking authority or agency. The assignor shall notify the other Parties in writing of any such assignment/delegation. No such assignment/delegation shall relieve the Assignor of the responsibility to ultimately assure full and timely performance of its obligations hereunder.

Section 8. **Default and Remedies.** In the event of any breach of this Agreement by a Party, the non-breaching Party may give the breaching Party written notice describing the breach and ten days in which to cure. Should the breaching Party fail to cure such breach within the ten day cure period, the non-breaching Party may pursue any and all the remedies available to it at law or in equity, including specific performance.

Section 9. **Recordation.** This Agreement shall be recorded in the office of the Salt Lake County Recorder before any transfer of a Unit from Grantor or, if none has by then occurred, upon completion of construction of the Parking Structure, as provided in the Development Agreement.

Section 10. **Estoppel Certificate.** Within ten business days after request, each party shall furnish to the other party, for use by such party and/or potential buyers, lenders, and tenants,

a statement describing any alleged breaches of this Agreement, or if none, so stating, and such other matters relating to this Agreement as may be reasonably requested.

Section 11. **General Provisions.** The following provisions are also integral parts of this Agreement:

(a) **Binding Agreement.** This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties.

(b) **Captions.** The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) **Counterparts.** This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) **Severability.** The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.

(e) **Waiver of Breach.** Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) **Amendment.** This Agreement may not be materially modified except by an instrument in writing signed by the Parties, the Condominium Association, the owner of the Hotel Unit and the owner of the Office Unit.

(g) **Time of Essence.** Time is the essence in this Agreement.

(h) **Interpretation; Venue.** This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue is the Third Judicial District Court in and for Salt Lake County, Utah.

(i) **Notices.** Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received:

(i) Upon personal delivery or actual receipt thereof; or

(ii) Within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses specified above or any substitute or additional address(es) previously specified by a Party to the other Parties by written notice.

(j) **Exhibits and Recitals.** The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of the Agreement.

(k) Governmental Immunity. Agency and County are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. Section 63G-7-101 *et. seq.* (the "Immunity Act"). Consistent with the terms of the Immunity Act, the Parties agree that each Grantee is responsible and liable for the wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither Grantee waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and each Grantee maintains all privileges, immunities, and other rights granted by the Immunity Act and all other applicable laws.

(l) Attorney's Fees. In the event any action or proceeding is taken or brought by a Party against another Party concerning this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

DATED effective 24 December 2018.

GRANTOR:

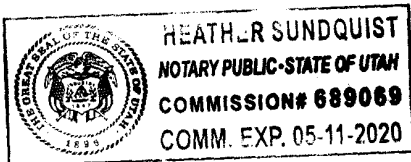
CANYON CENTRE CAPITAL, LLC,
a Utah limited liability company

By: **C.W. MANAGEMENT CORPORATION,**
a Utah corporation, its Manager

By: Chris M¹ McCandless
Chris McCandless, President

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

On this 21 day of December 2018, personally appeared before me **Chris McCandless**, who duly acknowledged to me that he signed the foregoing agreement as the President of **C.W. Management Corporation**, a Utah corporation acting in its capacity as the manager of **Canyon Centre Capital, LLC**.



Heather Sundquist
Notary Public

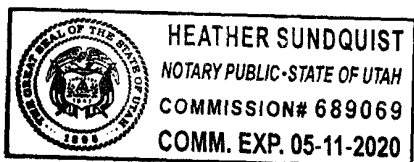
CONDOMINIUM ASSOCIATION:

THE CANYON CENTRE CONDOMINIUM ASSOCIATION, a Utah non-profit corporation

By: Christopher K. McCandless
Christopher K. McCandless, President

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

On this 21 day of December 2018, personally appeared before me **Christopher K. McCandless**, who duly acknowledged to me that he signed the foregoing agreement as the President of **THE CANYON CENTRE CONDOMINIUM ASSOCIATION**, a Utah non-profit corporation.



Heather Sundquist
Notary Public

GRANTEE:

AGENCY:

ATTEST:

COTTONWOOD HEIGHTS COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

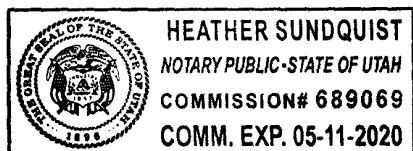
By: Paula Melgar
Paula Melgar, Secretary



By: B. Tim Tingey
B. Tim Tingey, CEO

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

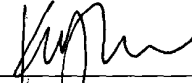
On this 21st day of December 2018, personally appeared before me **B. Tim Tingey** and **Paula Melgar**, who duly acknowledged to me that they signed the foregoing agreement as the CEO and the Secretary, respectively, of the **Cottonwood Heights Community Development and Renewal Agency**.



Heather Sundquist
Notary Public

COUNTY:

SALT LAKE COUNTY

By: 
Mayor or Designee

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

On this 21 day of December 2018, personally appeared before me Karen Hale, who being duly sworn, did say that (s)he is the Deputy Mayor of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of **Salt Lake County** by authority of law.




Notary Public

ATTACHMENT NO. 1

(Legal Descriptions of the Project Area, Lot 2 and the Parking Structure)

PROJECT AREA:

CANYON CENTRE Amending Wasatch Gates Subdivision, according to the official plat recorded on April 8, 2015 as Entry No. 12026637, in Book 2015P of Plats, at Page 83 of the official records of the Salt Lake County Recorder.

Tax Parcel Nos. 22-25-176-022; 22-25-176-023; 22-25-176-024; 22-25-180-001; and 22-25-180-003 through 22-25-180-019 inclusive.

LOT 2:

Lot 2, **CANYON CENTRE Amending Wasatch Gates Subdivision**, according to the official plat recorded on April 8, 2015 as Entry No. 12026637, in Book 2015P of Plats, at Page 83 of the official records of the Salt Lake County Recorder.

Tax Parcel No. 22-25-176-023

PARKING STRUCTURE:

The three-level "underground" parking structure containing approximately 415 total stalls which is located on Lot 2 of the **CANYON CENTRE Amending Wasatch Gates Subdivision**, according to the official plat recorded on April 8, 2015 as Entry No. 12026637, in Book 2015P of Plats, at Page 83 of the official records of the Salt Lake County Recorder, with said Lot 2 constituting Tax Parcel No. 22-25-176-023.

Such parking structure is designated as Unit 2B-1 (also known as Parking Level 1 or P1), Unit 2A-2 (also known as Parking Level 2 or P2), and Unit 2B-3 (also known as Parking Level 3 or P3) of the **CANYON CENTRE CONDOMINIUMS (AMENDING LOT 2 OF CANYON CENTRE)** according to the official plat thereof now or hereafter on file and of record in the office of the Recorder of Salt Lake County, Utah.

ATTACHMENT NO. 2

(Attach Shared Parking Plan)

Canyon Centre Condominium Shared Parking Plan

Cottonwood Heights City, Utah

4-Dec-18

Contents:

1. *Shared Parking Plan*
2. *Site Plan showing surface parking rights*
3. *Weekend and Holiday Parking Stall Allocation*
4. *Weekday Parking Stall Allocation*
5. *Weekday Evening Parking Stall Allocation*
6. *Weekend Evening Parking Garage Stall Allocation (P2 Only)*

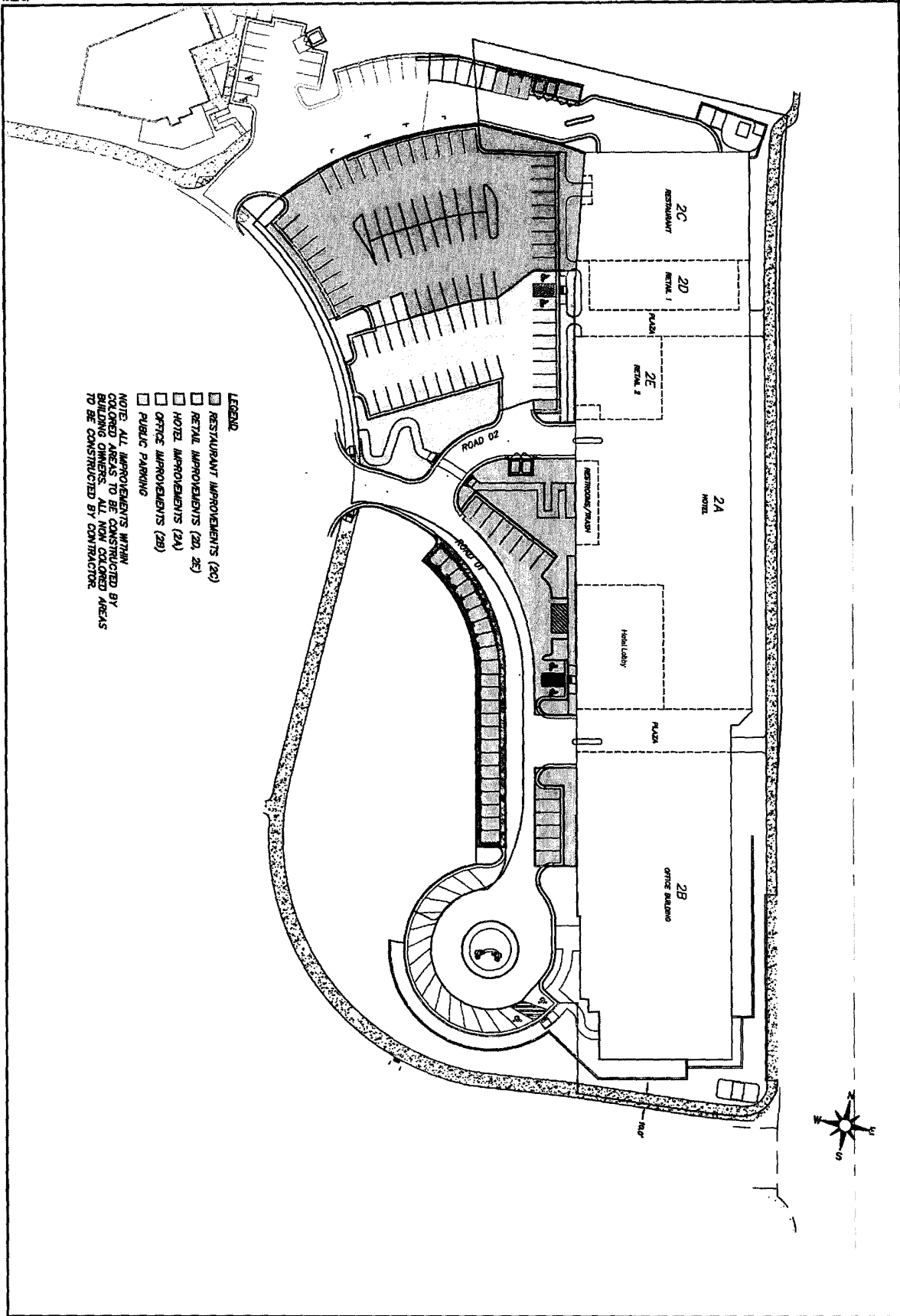
Canyon Centre Condominium Shared Parking Plan

Cottonwood Heights City, Utah

4-Dec-18

Site Plan Showing Surface Parking Rights and Notes

REFS:



- LEGEND**
- RESTAURANT IMPROVEMENTS (2C)
 - RETAIL IMPROVEMENTS (2D, 2E)
 - HOTEL IMPROVEMENTS (2A)
 - OFFICE IMPROVEMENTS (2B)
 - PUBLIC PARKING
- NOTE: ALL IMPROVEMENTS WITHIN
 COLORED AREAS TO BE CONSTRUCTED BY
 BUILDING OWNERS. ALL NON COLORED AREAS
 TO BE CONSTRUCTED BY CONTRACTOR.

<p>2017 EXHIBIT SHEET NUMBER</p>	DATE: _____ TIME: _____ NETWORK: _____ PATH: _____ DWG NAME: _____ LAYOUT: _____ DESIGNER: _____ MGR: _____	 <p>PERIGEE CONSULTING CIVIL • STRUCTURAL • SURVEY</p>	<p>CANYON CENTER PHASE 1 PARKING EXHIBIT</p>	PREPARED FOR: CHRIS McCANDLESS DATE SUBMITTED: 12/30/2017
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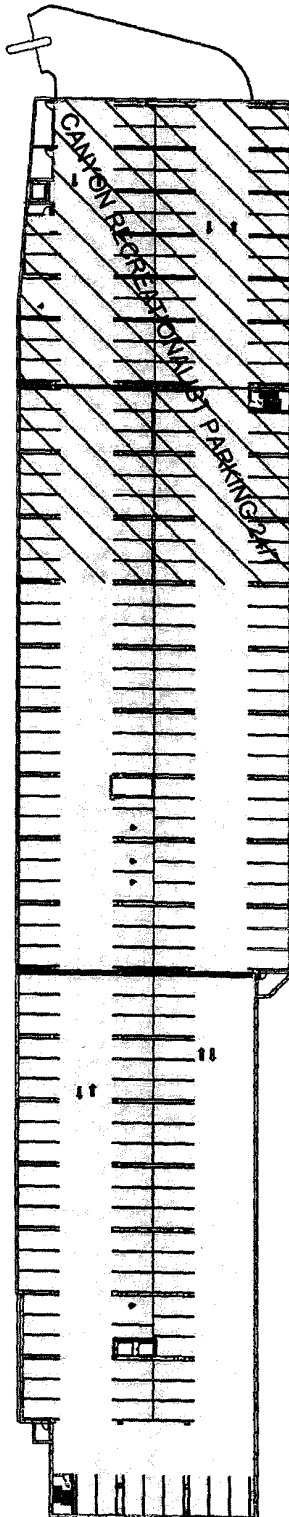
Canyon Centre Condominium Shared Parking Plan

Cottonwood Heights City, Utah

4-Dec-18

Weekend and Holiday Parking Stall Allocation

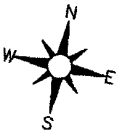
KREFS:



P1 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	0		
UNIT 2B - OFFICE	0		
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P1 PUBLIC STALLS	217		X

SCALE 1"=50'

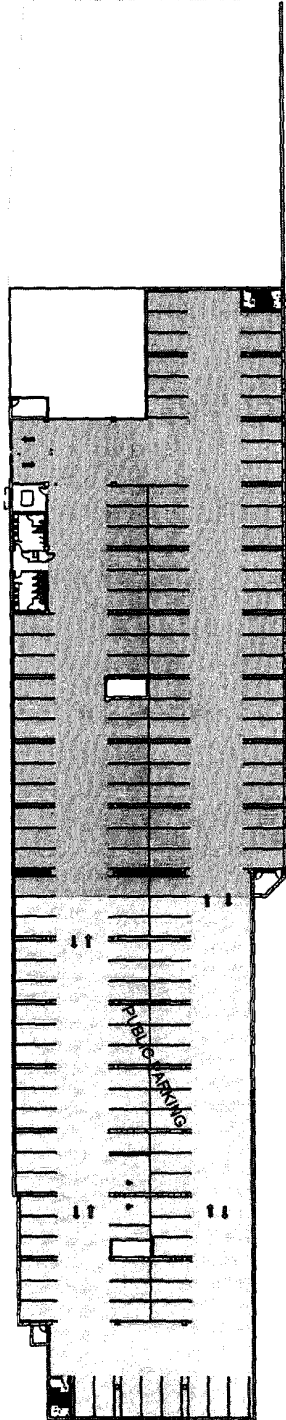


<p>DATE: _____ TIME: _____</p> <p>NETWORK: _____</p> <p>PATH: _____</p> <p>DWG NAME: _____</p> <p>LAYOUT: _____</p> <p>DESIGNER: _____ MGR: _____</p>	 <p>PERIGEE CONSULTING CIVIL • STRUCTURAL • SURVEY</p> <p><small>3000 BOUTER 6000 WEST, SUITE 300 DENVER, CO 80202 TEL: 303.733.8200 FAX: 303.733.8201</small></p> <p><small>SUITE 3000, 6000 WEST, SUITE 300 DENVER, CO 80202 TEL: 303.733.8200 FAX: 303.733.8201</small></p>	<p>CANYON CENTRE CONDOMINIUM SHARED PARKING PLAN-WEEKEND & HOLIDAY</p> <p>LEVEL P1 - PARKING STALL ALLOCATION - 6AM - 12AM</p>
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XREFS:

P2 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	86	X	
UNIT 2B - OFFICE	0		
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P2 PUBLIC STALLS	65		X



DATE: _____ TIME: _____
 NETWORK: _____
 PATH: _____
 DWG NAME: _____
 LAYOUT: _____
 DESIGNER: _____ MGR: _____

PERIGEE CONSULTING
 CIVIL • STRUCTURAL • SURVEY

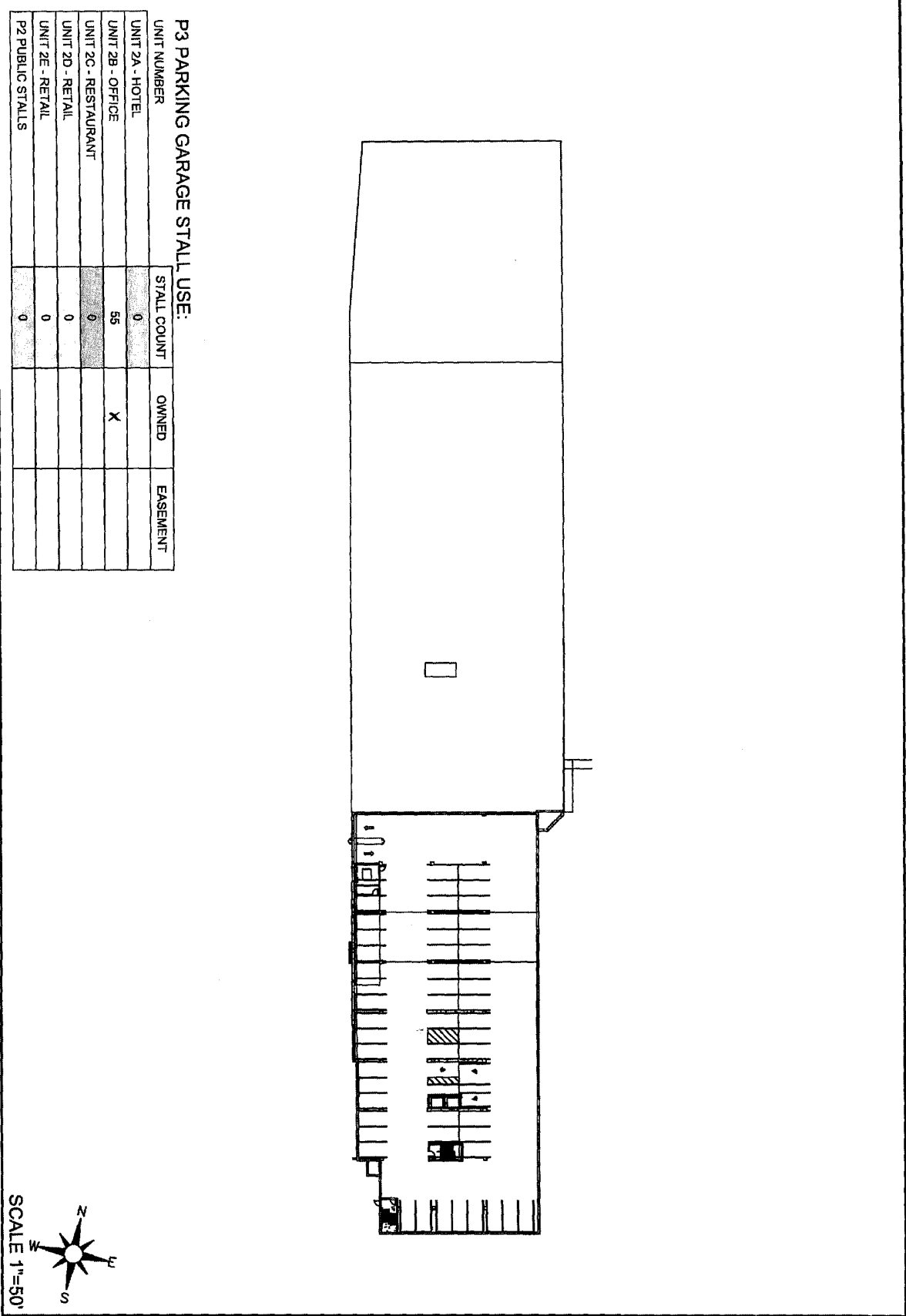
8000 SOUTH MAIN STREET, SUITE 300
 HOUSTON, TEXAS 77054-1408 FAX: _____

SUITE JUDICIAL BLDG 0400
 WWW.PERIGEECONSULTING.COM

**CANYON CENTRE CONDOMINIUM SHARED
 PARKING PLAN-WEEKEND & HOLIDAY**

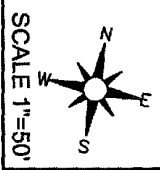
LEVEL P2 - PARKING STALL ALLOCATION - 6AM - 6PM

REFS:



P3 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	0		
UNIT 2B - OFFICE	55	X	
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P2 PUBLIC STALLS	0		



SHEET NUMBER 0027	DATE: _____ TIME: _____ NETWORK: _____ PATH: _____ DWG NAME: _____ LAYOUT: _____ DESIGNER: _____ MGR: _____	 <p>PERIGEE CONSULTING CIVIL • STRUCTURAL • SURVEY</p>	<p>CANYON CENTRE CONDOMINIUM SHARED PARKING PLAN-WEEKEND & HOLIDAY</p> <p>LEVEL P3 - PARKING STALL ALLOCATION - 8AM - 6PM</p>
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Canyon Centre Condominium Shared Parking Plan

Cottonwood Heights City, Utah

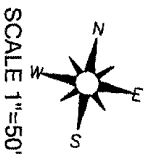
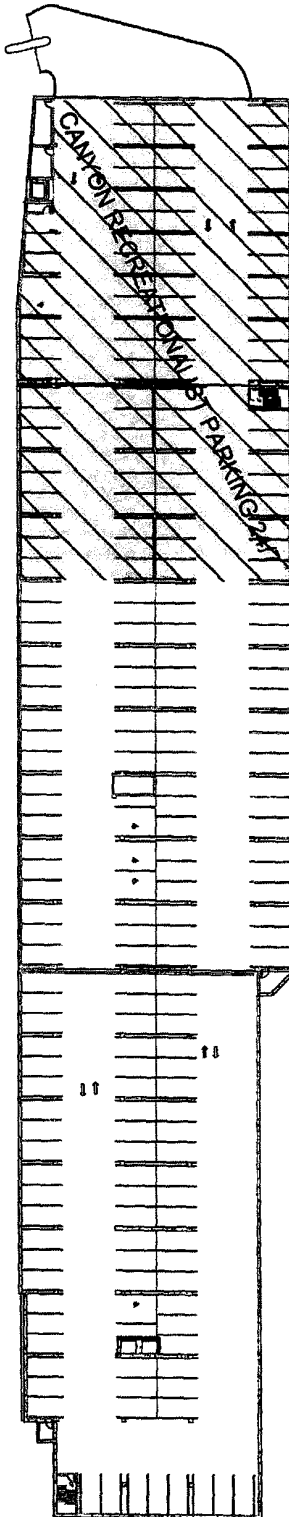
4-Dec-18

Weekday Parking Garage Stall Allocation

REFS:

P1 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	0		
UNIT 2B - OFFICE	137		X
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P1 PUBLIC STALLS	80		X



DATE: _____ TIME: _____
 NETWORK: _____
 PATH: _____
 DWG NAME: _____
 LAYOUT: _____
 DESIGNER: _____ MGR: _____

PERIGEE CONSULTING
 CIVIL • STRUCTURAL • SURVEY

5000 SOUTH 1000 WEST, SUITE 300
 DUBLAND, UT 84005 TEL: 801.224.1272 FAX: 801.224.1273

1007 JOURNAL UT 84005
 WWW.PERIGEECONSULTING.COM

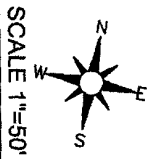
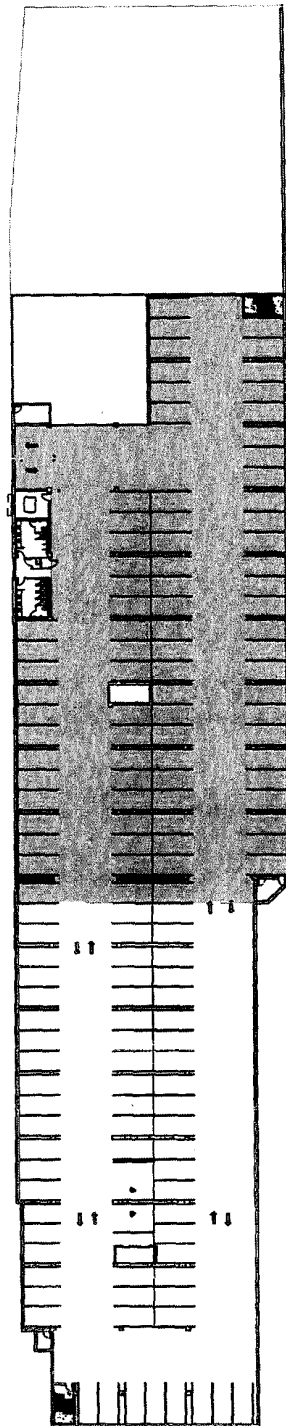
CANYON CENTRE CONDOMINIUM SHARED PARKING PLAN-WEEKDAY

LEVEL P1 - PARKING STALL ALLOCATION - 8AM - 6PM

REFS:

P2 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	80	X	
UNIT 2B - OFFICE	65		X
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P2 PUBLIC STALLS	0		



DATE: _____ TIME: _____
 NETWORK: _____
 PATH: _____
 DWG NAME: _____
 LAYOUT: _____
 DESIGNER: _____ MGR: _____

PERIGEE CONSULTING
 CIVIL - STRUCTURAL - SURVEY

200 NORTH 900 WEST, SUITE 200
 SALT LAKE CITY, UTAH 84143-1000
 TEL: 801.488.4444 FAX: 801.488.4444

WWW.PERIGEECONSULTING.COM

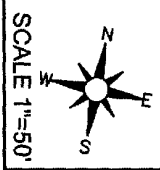
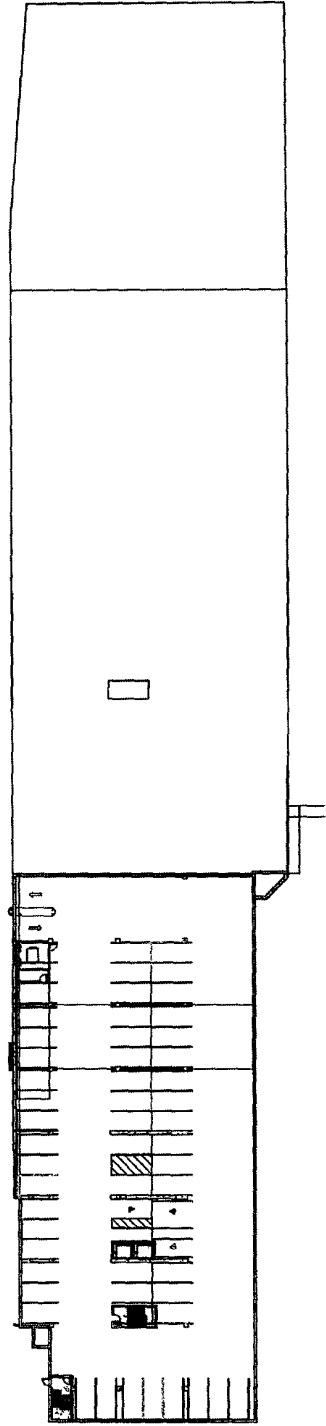
CANYON CENTRE CONDOMINIUM SHARED PARKING PLAN-WEEKDAY

LEVEL P2 - PARKING STALL ALLOCATION - 8AM - 6PM

REFS:

P3 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	0		
UNIT 2B - OFFICE	55	X	
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P2 PUBLIC STALLS	0		



SCALE 1"=50'

JOB NUMBER 00107	SHEET NUMBER 00107	DATE: _____ TIME: _____ NETWORK: _____ PATH: _____ DWG NAME: _____ LAYOUT: _____ DESIGNER: _____ MGR: _____	 <p>PERIGEE CONSULTING CIVIL • STRUCTURAL • SURVEY</p> <p>2000 SOUTH 500 WEST, SUITE 200 SALAMANCA, OH 44068 440.233.8800 FAX 440.233.8801</p>	<p>CANYON CENTRE CONDOMINIUM SHARED PARKING PLAN-WEEKDAY</p> <p>LEVEL P3 - PARKING STALL ALLOCATION - 8AM - 6PM</p>
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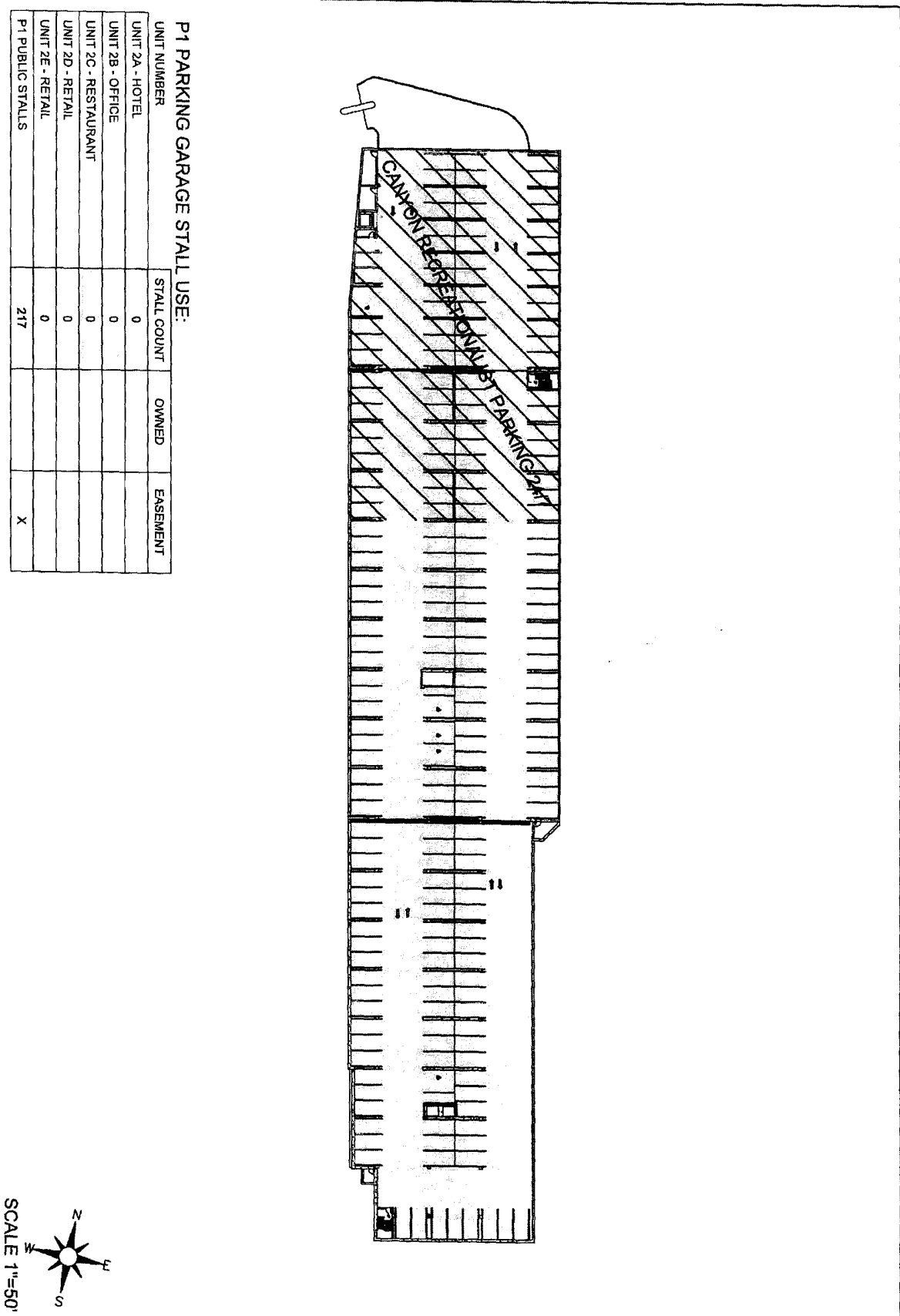
Canyon Centre Condominium Shared Parking Plan

Cottonwood Heights City, Utah

4-Dec-18

Weekday Evening Parking Garage Stall Allocation

REFS:



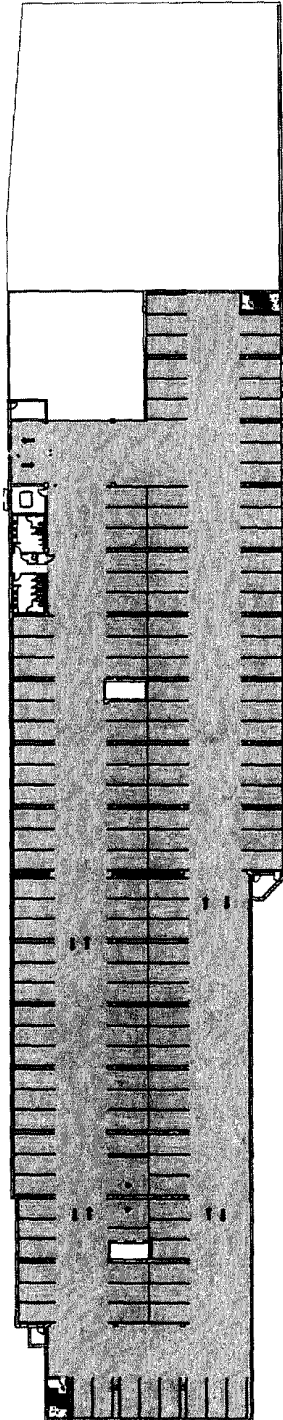
P1 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	0		
UNIT 2B - OFFICE	0		
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P1 PUBLIC STALLS	217		X



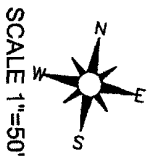
SHEET NUMBER: DATE: _____ TIME: _____ NETWORK: PATH: DWG NAME: LAYOUT: DESIGNER: _____ MGR: _____	 PERIGEE CONSULTING <small>CIVIL • STRUCTURAL • SURVEY</small>	CANYON CENTRE CONDOMINIUM SHARED PARKING PLAN-WEEKDAY EVENING LEVEL P1 - PARKING STALL ALLOCATION - 6PM - 8AM
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REFS:



P2 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	145	X	
UNIT 2B - OFFICE	0		
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P2 PUBLIC STALLS	0		



SCALE 1"=50'

JOB NUMBER
00287

DATE: _____ TIME: _____
 NETWORK: _____
 PATH: _____
 DWG NAME: _____
 LAYOUT: _____
 DESIGNER: _____ MGR: _____



1000 SOUTH 1000 WEST, SUITE 100
 DALLAS, TEXAS 75216
 WWW.PERIGEECONSULTING.COM

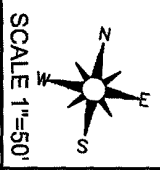
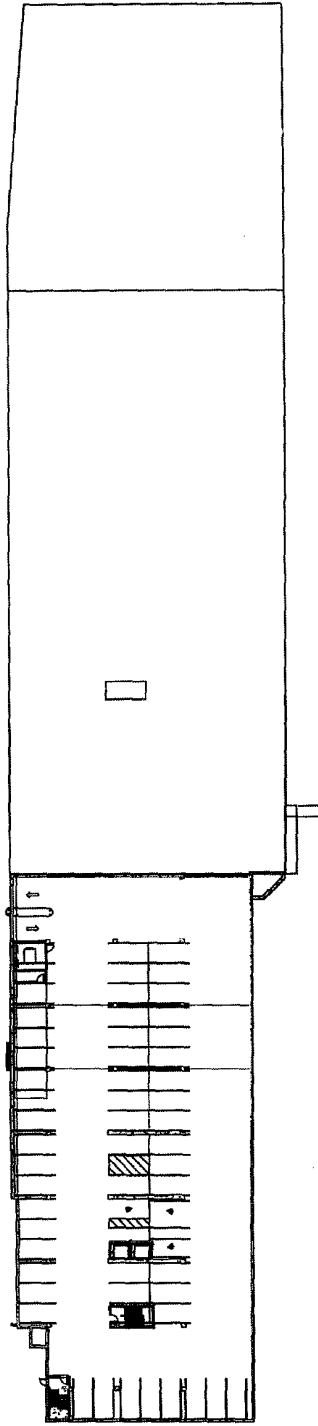
**CANYON CENTRE CONDOMINIUM SHARED
 PARKING PLAN-WEEKDAY EVENING**

LEVEL P2 - PARKING STALL ALLOCATION - 6PM - 8AM

REFS:

P3 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	0		
UNIT 2B - OFFICE	55	X	
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P2 PUBLIC STALLS	0		



SHEET NUMBER 027	DATE: _____ TIME: _____ NETWORK: _____ PATH: _____ DWG NAME: _____ LAYOUT: _____ DESIGNER: _____ MGR: _____	 <p>PERIGEE CONSULTING CIVIL • STRUCTURAL • SURVEY</p> <p><small>500 NORTH BOND STREET, SUITE 200 SARASOTA, FL 34236-3600 FAX 941.554.1111</small></p> <p><small>1001 JORDAN VT ROAD WATERBURY, VT 05671 TEL: 802.244.1111</small></p>	<p>CANYON CENTRE CONDOMINIUM SHARED PARKING PLAN-WEEKDAY EVENING</p> <p>LEVEL P3 - PARKING STALL ALLOCATION - 6PM - 8AM</p>
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Canyon Centre Condominium Shared Parking Plan

Cottonwood Heights City, Utah

4-Dec-18

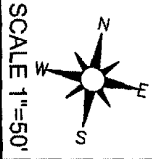
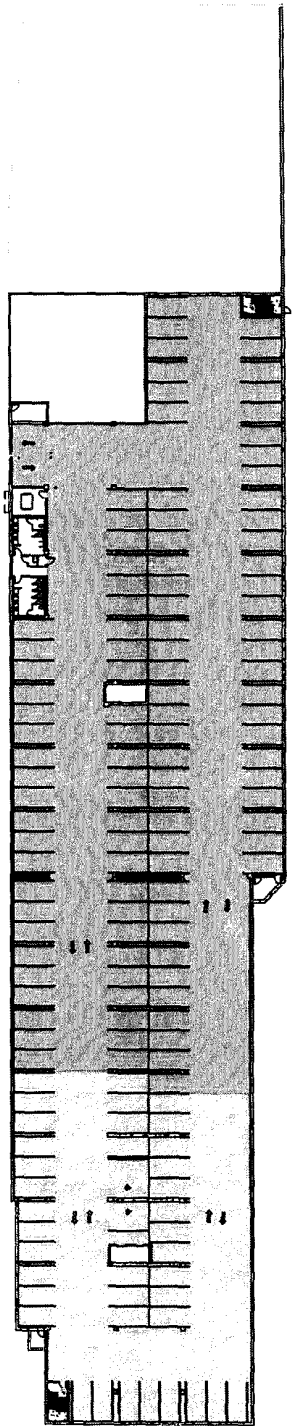
Weekend Evening Parking Garage Stall Allocation

(Affects Level P2 only)

XREFS:

P2 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	105	X	
UNIT 2B - OFFICE	0		
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P2 PUBLIC STALLS	40		



SHEET NUMBER: 00197

DATE: _____ TIME: _____
 NETWORK: _____
 PATH: _____
 DWG NAME: _____
 LAYOUT: _____
 DESIGNER: _____ MGR: _____

PERIGEE CONSULTING
 CIVIL - STRUCTURAL - SURVEY

8008 SOUTH 90TH WEST, SUITE 800
 OVERLAND PARK, KS 66133-1545
 TEL: 913.241.1100 FAX: 913.241.1101
 WWW.PERIGEECONSULTING.COM

**CANYON CENTRE CONDOMINIUM SHARED
 PARKING PLAN-WEEKEND EVENING**

LEVEL P2 - PARKING STALL ALLOCATION - 6PM - 6AM

Consent to Re-Recording

THE UNDERSIGNED consent to the re-recording of this Agreement in the official records of the Recorder of Salt Lake County, Utah in order to further assure attachment and priority of the Public Easements as to title to the Parking Structure and the surrounding Project Area to the extent necessary to provide access to Canyon Centre Parkway.

DATED effective 24 December 2018.

GRANTOR:

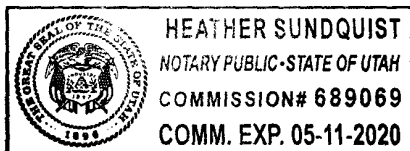
CANYON CENTRE CAPITAL, LLC,
a Utah limited liability company

By: **C.W. MANAGEMENT CORPORATION,**
a Utah corporation, its Manager

By: Chris M^c Candless
Chris McCandless, President

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

On this 24 day of December 2018, personally appeared before me **Chris McCandless**, who duly acknowledged to me that he signed the foregoing agreement as the President of **C.W. Management Corporation**, a Utah corporation acting in its capacity as the manager of **Canyon Centre Capital, LLC**.



Heather Sundquist
Notary Public

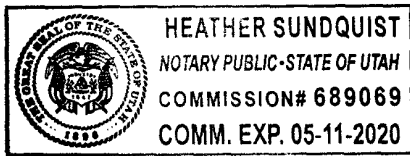
CONDOMINIUM ASSOCIATION:

THE CANYON CENTRE CONDOMINIUM ASSOCIATION, a Utah non-profit corporation

By: Christopher K. McCandless
Christopher K. McCandless, President

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

On this 21 day of December 2018, personally appeared before me **Christopher K. McCandless**, who duly acknowledged to me that he signed the foregoing agreement as the President of **THE CANYON CENTRE CONDOMINIUM ASSOCIATION**, a Utah non-profit corporation.



Heather Sundquist
Notary Public

GRANTEE:

AGENCY:

ATTEST:

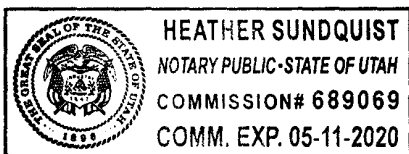
COTTONWOOD HEIGHTS COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

By Paula Melgar, Secretary By B. Tim Tingey, CEO



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

On this 21st day of December 2018, personally appeared before me **B. Tim Tingey** and **Paula Melgar**, who duly acknowledged to me that they signed the foregoing agreement as the CEO and the Secretary, respectively, of the **Cottonwood Heights Community Development and Renewal Agency**.



Heather Sundquist
Notary Public

COUNTY:

SALT LAKE COUNTY

By: Erin Struick
Mayor or Designee

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

On this 27 day of December 2018, personally appeared before me Erin Struick, who being duly sworn, did say that (s)he is the Deputy Mayor/City of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of **Salt Lake County** by authority of law.



Michelle M Hicks
Notary Public