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Book - 10789 Pg - 1015-1020
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
GILMORE AND BELL
15 WEST TEMPLE
STE 1450
SLC UT 84101
BY: MBP, DEPUTY - WI 6 P.

WHEN RECORDED RETURN TO:

Caitlin M. Benson, Esq.
Gilmore and Bell, P.C.
15 West Temple, Suite 1450
Salt Lake City, UT 84101

**SPACE ABOVE FOR RECORDER'S
USE ONLY**

CERTIFICATE OF PARKING EASEMENT

This Certificate of Parking Easement ("**Certificate**"), having an effective date of the day of its recording in the office of the County Recorder, County of Salt Lake, State of Utah, is executed by Sunrise Metro, LLC, a Utah limited liability company (as "**Grantor**" under the Easement, as defined herein), whose address is 1776 South West Temple, Salt Lake City, Utah 84115, and Ribbon Properties LLC, a Utah limited liability company (as "**Grantee**" under the Easement), whose address is 1776 South West Temple, Salt Lake City, Utah 84115.

Certification

1. Grantor is the owner of the real property described on Exhibit A attached hereto ("**Grantor's Property**"), on which is located a housing project in Salt Lake City, Utah, known as Sunrise Metro Apartments;
2. Grantee is the owner of the real property described on Exhibit B attached hereto ("**Grantee's Property**") upon which Grantee wishes to develop a housing project known as Pamela's Place;
3. Grantor and Grantee executed and caused to be recorded that Parking Access Easement dated as of April 19, 2019 (the "**Easement**"), and recorded April 19, 2019 in the office of the County Recorder, County of Salt Lake, State of Utah, as Entry No. 12971781, in Book 10771 at Page 9252;
4. Section 17 of the Easement requires each of the Grantor and Grantee, upon request from the other, to execute and deliver, from time to time, a certificate confirming, if such then be the fact, that the Easement then continues in full force and effect and is unmodified (or, if modified, stating the modifications), and that each certifying party knows of no existing defaults by the other party, or if such default is known, specifying the same;
5. Grantor and Grantee, having identified typographical or clerical errors in the Easement, wish to confirm that all terms of the Easement remain in full force and effect and is unmodified save the clerical and typographical errors identified and corrected herein;

6. Utah Code Ann. § 57-3-106 (9) provides that minor typographical or clerical errors in a document of record may be corrected by the recording of an affidavit or other appropriate instrument; and

7. Grantor and Grantee, upon request from each other, hereby execute and record this Certificate for the purpose of confirming that the Easement continues in full force and effect, that neither Grantor nor Grantee knows of any existing defaults by the other; and that the Easement is only modified to correct minor typographical or clerical errors, as provided in Utah Code Ann. § 57-3-106 (9), as follows:

Modification

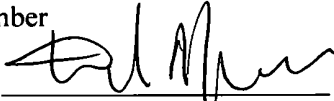
1. Section 19 of the Easement is hereby modified so that each “GS Ribbon Investor Opportunity Fund LP” in the notice addresses is changed to “GSB LIHTC Investor LLC.”

2. The description of Grantor’s Property contained on Exhibit A to the Easement is hereby modified to correct minor typographical errors, and such legal description shall hereby be replaced with the description of Grantor’s Property contained on Exhibit A to this Certificate.

GRANTEE

RIBBON PROPERTIES LLC, a Utah limited liability company

Housing Assistance Management Enterprise, a Utah nonprofit corporation, its managing member

By: 

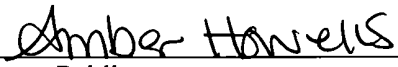
Name: Daniel Nackerman

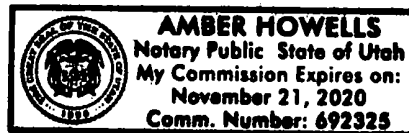
Title: President

STATE OF UTAH)
 ss.
COUNTY OF SALT LAKE)

The foregoing Certificate was acknowledged before me this 6 day of June, 2019 by Daniel Nackerman, President of Housing Assistance Management Enterprise, a Utah nonprofit corporation, managing member of Ribbon Properties LLC, a Utah limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.


Notary Public
My commission expires: 11-21-2020




IN WITNESS WHEREOF, I have caused this Certificate to be executed as of the date first referenced above.

GRANTOR

SUNRISE METRO, LLC, a Utah limited liability company

Housing Assistance Management Enterprise, a Utah nonprofit corporation, its managing member

By: 

Name: Daniel Nackerman
Title: President

STATE OF UTAH)
 ss.
COUNTY OF SALT LAKE)

The foregoing Certificate was acknowledged before me this 14 day of June, 2019 by Daniel Nackerman, President of Housing Assistance Management Enterprise, a Utah nonprofit corporation, managing member of Sunrise Metro, LLC, a Utah limited liability company, on behalf of said limited liability company.

Witness my hand and official seal.

Amber Howells

Notary Public

My commission expires: 11.21.2020

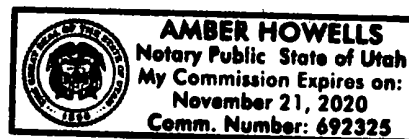


Exhibit A

Grantor's Property

PARCEL NO. 15-01-352-033

Beginning at the Southeast Corner of Lot 1, Block 28, PLAT "A", SALT LAKE CITY SURVEY, and running thence West 357 feet; thence North 330 feet; thence East 27 feet; thence North 41.25 feet; thence East 165 feet; thence South 41.25 feet; thence East 165 feet; thence South 330 feet to the point of beginning.

Less and excepting therefrom that portion conveyed to Salt Lake City Corporation, a municipal corporation of the State of Utah by that certain Warranty Deed recorded January 29, 1998, as Entry No. 6849640 in Book 7865 at Page 1275 of the Salt Lake County Recorder's Office and being more particularly described as follows:

Beginning at the Southwest Corner of Lot 7, Block 28, Plat "A", Salt Lake City Survey, and running thence North 00°01'12" West 41.26 feet (deed = North 41.25 feet) along the Westerly boundary line of said Lot 7; thence North 89°57'35" East 165.08 feet (deed = East 165 feet) to the Easterly boundary line of said Lot 7; thence South 00°01'13" East 41.26 feet (deed = South 41.25 feet) to the Southeast Corner of said Lot 7; thence South 89°57'35" West 165.08 feet along the Southerly boundary line of said Lot 7 to the point of beginning.

The above property is further described by survey as follows:

Beginning at the Southeast Corner of Lot 1, Block 28, Plat "A", Salt Lake City Survey, and running thence South 89°57'37" West along the South line of said Lot 1, also being the North line of 600 South Street, 357.00 feet; thence North 00°01'00" West 330.00 feet to the North line of Lot 3, said Block 28; thence North 89°57'37" East along the North line of said Lot 3, 357.00 feet to the Northeast Corner of said Lot 1; thence South 00°01'00" East along the East line of said Lot 1, also being the West line of 500 West Street, 330.00 feet to the point of beginning.

(Note: Basis of bearing for the above description is North 89°57'40" East from the Salt Lake City Standard brass cap monument at the intersection of 600 West Street and 500 South Street to the Salt Lake City Standard brass cap monument at the intersection of 500 West Street and 500 South Street.)

Exhibit A to Certificate

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Exhibit B

Grantee's Property

PARCEL NO. 15-01-377-001

THE NORTH HALF OF LOT 4, BLOCK 29, PLAT "A", SALT LAKE CITY SURVEY,
ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN THE OFFICE OF THE
COUNTY RECORDER, COUNTY OF SALT LAKE, STATE OF UTAH.

Exhibit B to Certificate
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