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RASHELLE HOBBS
Recorder, Salt Lake County, UT
HOLLAND & HART LLP CO
BY: eCASH, DEPUTY - EF 9 P.

After Recording Please Return To:

Holland & Hart LLP
Attn: Carl W. Barton, Esq.
222 South Main Street, Suite 2200
Salt Lake City, Utah 84101

TEMPORARY CRANE SWING EASEMENT AGREEMENT

THIS TEMPORARY CRANE SWING EASEMENT AGREEMENT (this "**Agreement**") made and entered into this 6 day of June, 2020 (the "**Effective Date**"), by and between Salt Lake County, a body corporate and politic of the State of Utah ("**Grantor**"), and Salt Lake City CH, LLC, a Delaware limited liability company ("**Grantee**"), whose address is c/o Portman Holdings, LLC, 303 Peachtree Center Avenue, Suite 575, Atlanta, Georgia 30303, Attention: Jeff Greenway. Grantor and Grantee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS:

A. Grantor is the owner of that certain parcel of real property more particularly described on **Exhibit A** attached hereto and incorporated herein (the "**Grantor Property**").

B. Grantee anticipates the construction of certain improvements on certain real property within the vicinity of the Grantor Property that may require the use of construction tower cranes and related equipment.

C. In connection with the foregoing, Grantee has requested from Grantor, and Grantor is willing to grant to Grantee, certain easement rights relating to the Grantor Property, as more particularly described herein, subject to the terms and conditions below.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars and other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. Temporary Crane Easement.

(a) Grantor hereby grants to Grantee, for the use by Grantee and its successors, assigns, agents, and contractors, a temporary easement in gross over the Grantor Property (the "**Crane Easement**") for construction tower cranes and related equipment operated by Grantee or its contractors (collectively, the "**Construction Cranes**") to enter and encroach into, onto, and/or through the air space located above the Grantor Property; provided, however, such entry, encroachment and activities shall (i) be at such a level above the Grantor Property and any improvements located thereon, so as not to interfere with normal and customary activities and

operations on the Grantor Property, and (ii) at all times be conducted in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including OSHA regulations. The Crane Easement shall not permit the carrying by the Construction Cranes of any loads over the Grantor Property or the improvements located thereon. The travel path of the Construction Cranes is generally depicted on **Exhibit B** attached hereto and made a part hereof (to the extent within the boundaries of the Grantor Property, the "**Crane Swing Easement Area**"). Grantee shall not be entitled to materially deviate from the Crane Swing Easement Area without Grantor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Upon receipt of Grantor's written consent thereto, any such approved modifications shall automatically amend the Crane Swing Easement Area without any further action on the part of either Party.

(b) The Crane Easement shall automatically terminate without further action by the Parties on the earlier to occur of (i) the date upon which Grantee removes the Construction Cranes from the property on which such facilities are located, or (ii) three (3) years after the Effective Date. Upon the termination of the Crane Easement, Grantee, if required by Grantor, shall execute and deliver to Grantor written confirmation of such termination in such form as shall be recordable in the real estate records of Salt Lake County, Utah (the "**Records**"), and Grantor shall be entitled to record such confirmation in the Records without the need for further consent by Grantee.

2. Indemnification. Grantee hereby agrees to indemnify Grantor and hold Grantor harmless from and against any and all claims, damages, liabilities, costs, and expenses (including costs of defense, settlement, and reasonable attorneys' fees) which Grantor may hereafter incur, become responsible for, or be obligated to fund as a result of the death or bodily injury to any person, destruction or damage to any property, or any violations of governmental laws, regulations or orders if and to the extent caused by the exercise of the Crane Easement. The terms of this Section 2 shall survive the termination or expiration of this Agreement.

3. Insurance. Grantee shall obtain and maintain, and Grantee shall furnish applicable insurance certificates to Grantor for, Commercial General Liability Insurance providing coverage for injuries to persons as well as damage to property in an amount not less than \$4,000,000.00 in the aggregate and not less than \$2,000,000.00 per occurrence relating to the acts and omissions of Grantee and its employees and contractors relating to the exercise of the Crane Easement. Such Commercial General Liability insurance coverage shall be issued by one or more insurance companies licensed to do business in Utah that are rated at least "A-" by Best's Insurance Reports, and such insurance shall be maintained in full force and effect during the term of this Agreement. All such insurance policies required under this Section 3 also shall name Grantor and Grantor's lender(s), if any, as additional insureds.

4. Run with the Land; Governing Law. The rights, easements and obligations established in this Agreement shall run with title to the Grantor Property and shall, as applicable, be binding upon and inure to the benefit of Grantee and Grantor and their respective assigns, successors, and grantees, and in particular such parties with whom Grantee may contract for the construction of the improvements and subcontractors engaged or employed by Grantee's contractors. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

5. Recordation; Counterparts. This Agreement shall be recorded in the real property records of Salt Lake County, Utah. This Agreement may be executed in multiple counterparts, each of which will constitute an original, but all of which, taken together, will constitute one and the same agreement.

6. Notices. All notices, consents, requests, demands or other communications to or from either Party hereunder shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; (iii) delivery by United States first class certified or registered mail, postage prepaid; or (iv) delivery by email, provided, with respect to any email delivery, the noticing Party delivers to the other Party a hard copy notice not later than the next business day in accordance with one of clauses (i) through (iii) above in this Section 6, and addressed as follows:

Grantor: Salt Lake County
2001 South State Street, Suite N2-100
Salt Lake City, Utah 84114
Attn: Deputy Mayor

With a copy to: Deputy District Attorney
35 East 500 South
Salt Lake City, Utah 84111
Attention: Zachary Shaw
Email: ZShaw@slco.org

Grantee: Salt Lake City CH, LLC
c/o Portman Holdings, LLC
303 Peachtree Center Avenue, Suite 575
Atlanta, GA 30303
Attention: Jeff Greenway
Email: jgreenway@portmanholdings.com

With a copy to: Holland & Hart LLP
222 South Main Street, Suite 2200
Salt Lake City, Utah 84101
Attention: Carl Barton
Email: cbarton@hollandhart.com

[Signatures begin on next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first set forth above.

GRANTOR:

Salt Lake County,
a body corporate and politic of the State of Utah

By: Erin Litvack
Mayor Jennifer Wilson or Designee

By: Sherrie Swensen
Sherrie Swensen, Salt Lake County Clerk
wlc

CHIEF DEPUTY COUNTY CLERK

Approved as to Form and Legality:

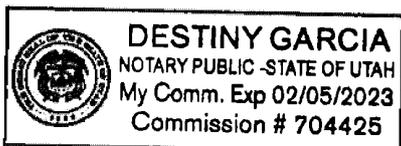
R. Preston Digitally signed by Robert Preston
Date: 2020.05.21 15:07:57 -06'00'

Deputy District Attorney

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

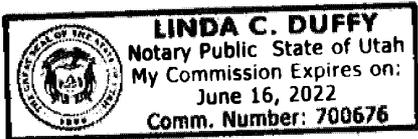
On this 5 day of June, 2020, personally appeared before me Erin Litvack, who being duly sworn, did say that (s)he is the Deputy mayor of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

D. Garcia
NOTARY PUBLIC
Residing in Salt Lake County, Utah



STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On this 8th day of June, 2020, personally appeared before me Sherrie Swensen, who being by me duly sworn, did say and acknowledge that (s)he is the Chief Deputy Clerk of Salt Lake County, and that the foregoing deed/lease agreement was signed by her on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

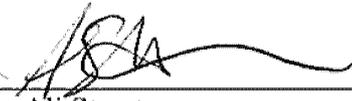


Linda C. Duffy
NOTARY PUBLIC
Residing in Salt Lake County, Utah

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

GRANTEE:

Salt Lake City CH, LLC,
a Delaware limited liability company

By: 
Name: Ali Streetman
Title: Construction Project Manager

STATE OF _____)
 : ss
COUNTY OF _____)

** See attached
CA acknowledgment.*

The foregoing instrument was acknowledged before me on _____, by
_____ as _____ of Salt Lake City CH, LLC, a Delaware limited
liability company.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of San Diego }

On 06/03/2020 before me, L. Gleeson Notary Public
(Here insert name and title of the officer)

personally appeared Ali Streetman,
who proved to me on the basis of satisfactory evidence to be the person whose name ~~is~~ ~~are~~ subscribed to the within instrument and acknowledged to me that he ~~she~~ ~~they~~ executed the same in his ~~her~~ ~~their~~ authorized capacity ~~(ies)~~, and that by his ~~her~~ ~~their~~ signature ~~(s)~~ on the instrument the person , or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
Notary Public Signature

(Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Temporary Crane Swing Easement Agreement
(Title or description of attached document)
(Title or description of attached document continued)
Number of Pages 8 Document Date 06/03/2020

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)
 Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

EXHIBIT A

GRANTOR PROPERTY DESCRIPTION

A PARCEL OF LAND BEING PART OF BLOCK 68, PLAT "A", SALT LAKE CITY SURVEY AND THE VACATED RIGHTS OF WAY OF 100 SOUTH STREET AND 200 WEST STREET. SAID PARCEL OF LAND IS LOCATED IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 68, BEING THE SOUTHEASTERLY CORNER OF AN ENTIRE TRACT KNOWN AS PARCEL 15-01-226-005 AND DESCRIBED IN THAT QUIT CLAIM DEED RECORDED ON NOVEMBER 22, 1994 AS ENTRY # 5971108 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, WHICH POINT IS 63.98 FEET S. 89°56'38" W. AND 64.43 FEET N. 00°02'52" W. AND 660.30 FEET S. 89°56'38" W. FROM THE CITY MONUMENT LOCATED AT THE INTERSECTION OF 200 SOUTH AND WEST TEMPLE STREETS; THENCE ALONG THE BOUNDARY OF SAID ENTIRE TRACT THE FOLLOWING FOUR COURSES: 1) S. 89°56'38" W. (RECORD - S. 89°58'19" W.) 21.87 FEET; 2) N. 00°01'00" W. (RECORD - N. 00°01'07" W.) 737.44 FEET; 3) N. 89°59'21" E. (RECORD - N. 89°58'53" E.) 21.87 FEET; 4) S. 00°04'26" W (RECORD - S. 0°01'07" E.) 12.04 FEET TO THE CENTERLINE OF THE VACATED 100 SOUTH STREET DESCRIBED IN THAT QUIT CLAIM DEED RECORDED ON FEBRUARY 15, 1967 AS ENTRY # 2188364 IN THE OFFICE OF SAID RECORDER; THENCE N. 89°54'43" E. 660.01 FEET ALONG SAID CENTERLINE TO THE EASTERLY BOUNDARY LINE OF SAID STREET VACATION; THENCE S. 00°01'46" E. 65.75 FEET ALONG SAID EASTERLY VACATION LINE TO THE NORTHEAST CORNER OF SAID BLOCK 68; THENCE S. 00°02'46" E. (RECORD - S. 00°00'59" E.) 334.93 FEET ALONG THE EAST LINE OF SAID BLOCK 68; THENCE S. 89°57'14" W. 220.00 FEET; THENCE S. 00°02'46" E. 325.11 FEET TO THE SOUTH LINE OF SAID BLOCK 68; THENCE S. 89°56'38" W. (RECORD - S. 89°58'16" W.) 440.34 FEET ALONG SAID SOUTH LINE OF BLOCK 68 TO THE POINT OF BEGINNING.

Tax Parcel No. 15-01-226-006

