

After recording return to:
Steven D. Friedland
Applegate & Thorne-Thomsen
425 S. Financial Place, Suite 1900
Chicago, Illinois 60605

CTA 136741 + 136778

FOR REFERENCE ONLY: PARENT
TAX PARCEL NOS. 16-06-157-001,
16-06-157-002, 16-06-157-003,
16-06-157-003

13516028
12/29/2020 4:18:00 PM \$40.00
Book - 11090 Pg - 2516-2537
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 22 P.

FIRST AMENDMENT TO CROSS EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO CROSS EASEMENT AGREEMENT (this "Amendment") is made and entered into as of the 29 day of ~~December~~ 2020 by and among Awesome Cougars, LLC, a Utah limited liability company ("Awesome Cougars"); Edison Street Partners, LLC, a Utah limited liability company ("Edison"); Redevelopment Agency of Salt Lake City, a body corporate and politic ("RDA"); Brinshore Utah, LLC, a Utah limited liability company ("Residential Project Owner", each of which parties are referred to as an "Owner" and collectively referred to as the "Owners").

RECITALS

- A. The Owners, or their predecessors in title, entered in that certain Cross Easement Agreement dated as of April 11, 2012 and recorded in the Office of the Salt Lake Recorder on April 11, 2012 as Document Number 11368179 (the "Easement Agreement") with respect to certain property legally described on Exhibit A (the "Easement Premises").
- B. Awesome Cougars is the Owner of the real property legal described on Exhibit B.
- C. Edison is the Owner of the real property legal described on Exhibit C.
- D. RDA is the Owner of the real property legal described on Exhibit D.
- E. Residential Project Owner is the Owner of the real property legal described on Exhibit E.
- F. The Owners desire to amend the Easement Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

RECEIVED

DEC 23 2020

CITY RECORDER

ARTICLE I

INCORPORATION OF RECITALS

The foregoing Recitals are hereby incorporated by reference in the body of this Amendment as if fully set forth herein.

ARTICLE II

DEFINITIONS

2.1 Definitions. Capitalized terms not defined herein shall have the meanings given to such terms in the Easement.

ARTICLE III

AMENDMENTS TO DECLARATION

3.1 The Easement. Section 1 of the Easement Agreement is deleted in its entirety and the following is substituted in lieu thereof:

“1. Grant of Easement. The parties, on behalf of themselves and their successors and assigns, hereby create and establish, a nonexclusive easement, license and privilege of passage, use and right-of-way on and over the property commonly referred to as Floral Street, which is legally described and depicted on Exhibit G attached hereto and incorporated herein by this reference (the “**Easement Premises**”) on their respective Parcels for the purpose of (a) providing pedestrian and vehicular access to and from the Parcels and (b) the running and maintenance of underground utilities within the Easement Premises, including all public and private utilities, including but not limited to storm drains, water, sewer, gas, electrical, telephone and data transmission for the purpose of serving the real property of one of the Owners, provided that such underground utilities will not be placed in any location that interferes with or damages any improvements of another Owner that are located on such other Owner’s property or on the Easement Premises. The rights and privileges set forth herein are granted only for the benefit of the Owners of the respective Parcels, their successors and assigns and the Owners’ lessees, employees, invitees and guests, as well as fire and emergency equipment and personnel, and may not be assigned, conveyed or conferred upon any party other than those having a beneficial interest in the Parcels.”

3.2 Common Area. For purposes of clarification, Section 4 of the Easement Agreement is modified to provide that a portion of the Easement Premises (the “**Paseo**”) shown on Exhibit H, attached hereto, will be developed with new pavement and landscaping in connection with the residential development to be developed on the Parcel described on Exhibit E (the “**Residential Project**”). The majority of the Paseo will be located on the Residential Project, however, a portion of the Paseo will be located on the portion of the Easement Premises

owned by Awesome Cougars and Edison as shown on Exhibit H. The Residential Project will be structured as a condominium development and the portion of the Paseo located on the Residential Project will be part of the common area of the Residential Project, provided that no portion of the Easement Premises owned by Awesome Cougars or Edison will be part of the common area of the Residential Project. The Residential Project Owner will be responsible for the development, construction and installation of the improvements on the Paseo. The Residential Project Owner will also construct and install certain landscaping and other improvements on the Awesome Cougars' property as shown on Exhibit H. The Residential Project Owner will, at its sole expense, maintain, repair and replace the pavement, landscaping and other improvements it installs on the Paseo. The Parties agree that vehicular access to the Easement Premises may be restricted or prohibited during certain times that the Paseo is used or occupied in a manner that is incompatible with vehicular use in accordance with a separate use agreement to be established by the Parties from time to time.

3.3 Use of Easement. Section 5 of the Easement Agreement is deleted in its entirety and the following is substituted in lieu thereof:

“5. Use of Easement. Each of the Owners agrees to keep the portion of the Easement Premises on such Party's Parcel open for the purpose provided for in Section 1 of the Easement Agreement. No parking whatsoever shall be allowed on the Easement Premises. No permanent building shall be placed on the Easement Premises and no permanent improvement or obstruction shall impair the use of the Easement Premises as a right-of-way.”

3.4 Easement to Salt Lake City. The Owners hereby grant to Salt Lake City Corporation, a nonexclusive easement in, over and upon that portion of the Easement Premises depicted on Exhibit I attached hereto for the purpose of emergency access for fire, emergency vehicles police and other municipal purposes.

ARTICLE IV

4.1 Construction Easement. Awesome Cougars, Edison and RDA (“**Granting Parties**”) hereby grant and convey to the Residential Project Owner, as an appurtenance benefitting the Residential Project, an irrevocable, temporary, non-exclusive easement to operate (and utilize the boom of) and swing a tower crane over the Easement Premises (the “**Tower Crane Easement**”).

4.2 Term. The Tower Crane Easement granted herein shall have a term commencing as of the date of the mutual execution and delivery of this Amendment, and continuing until (i) the Residential Project Owner obtains, from the City and/or County of Salt Lake City, a permanent certificate or certificates of occupancy which authorize the ongoing occupancy, use and enjoyment of all building improvements within the Residential Project, or (ii) any earlier time that the Residential Project Owner at its election voluntarily relinquishes its rights under the Tower Crane Easement by a recorded written instrument to that effect executed by the Residential Project Owner. The Tower Crane Easement may be used and enjoyed by the

Residential Project Owner and the Residential Project Owner's respective agents, employees, contractors and designees, and any parties acting by, through or under any of them (collectively with the Residential Project Owner, the "**Permittees**").

4.3 Termination. At the end of the term of the Tower Crane Easement, as the term is set forth in paragraph 4.2 above, the Tower Crane Easement shall terminate, and the Residential Project Owner will have no further right to the use and enjoyment of the Tower Crane Easement and will be deemed to have abandoned the Tower Crane Easement on the Easement Premises. Upon the termination of the Tower Crane Easement, the Residential Project Owner shall execute and deliver a recordable instrument confirming that such termination has occurred, which confirmation will further serve to confirm that the parties are released from any further obligations and duties hereunder.

4.4 Insurance; Indemnity.

(A) During the term of the Tower Crane Easement, the Residential Project Owner shall carry and maintain or cause one of its contractors or other Permittees to carry and maintain in full force and effect, at no cost or expense to Granting Parties, commercial general liability insurance, with the Granting Parties listed as additional insureds, insuring on an occurrence basis against liability for personal injury, death or physical property damage arising out of the use and enjoyment of the Tower Crane Easement during the term of the Tower Crane Easement, with a single occurrence limit of not less than \$1,000,000.00. The Residential Project Owner agrees to provide or cause the applicable Permittee to provide each Granting Party with a certificate of insurance evidencing this required coverage prior to the commencement of any Construction on the Residential Project.

(B) The Residential Project Owner shall indemnify the Granting Parties, their members, partners, shareholders, officers, directors, employees, guests, invitees and licensees (collectively the "**Indemnified Parties**"), from and against any and all claims, actions, causes of action, liabilities, losses and damages in connection with any death, personal injury or physical property damage or any mechanic's lien claims arising out of the Tower Crane Easement or other related Construction on the Easement Premises pursuant to the Tower Crane Easement, together with any actual costs or expenses incurred by any Indemnified Parties in connection therewith, including reasonable attorneys' fees. This indemnity shall be applied in accordance with generally prevailing laws governing contract rights, remedies and liabilities. This indemnity shall not apply, however, to matters stemming from the negligence, willful misconduct or breach of this Agreement by and Granting Party or any other Indemnified Party.

ARTICLE V

GENERAL

5.1 Except as expressly amended hereby, the Easement Agreement shall remain in full force and effect in accordance with its terms. This Amendment shall be effective from and after the recording hereof with the Office of the Salt Lake County Recorder.

5.2 The headings of Articles and Sections in this Amendment are for convenience of reference only and shall not in any way limit or define the content, substance or effect of the Articles or Sections.

5.3 The Owners acknowledge that this Amendment and all other instruments in connection herewith, have been negotiated, executed and delivered in the State of Utah. This Amendment and said other instruments shall, in all respects, be governed, construed, applied and enforced in accordance with the laws of Utah including, without limitation, matters affecting title to all real property described herein.

5.4 Each provision of the Recitals to this Amendment and each Exhibit attached hereto is hereby incorporated in this Amendment and is an integral part hereof.

5.5 Owners represent that they have not (1) provided an illegal gift or payoff to a 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.

IN WITNESS WHEREOF, the Owners have executed and delivered this Amendment as of the date first above written.

[signature pages on following pages]

[Signature Page for RDA]

EXECUTED the date first above written.



Redevelopment Agency of Salt Lake City,
a body corporate and politic

By: [Signature]

Name: Erin Mendenhall

Its: Mayor

RECEIVED
DEC 23 2020
CITY RECORDER

Approved as to form:
Salt Lake City Attorney's Office

[Signature]
Allison Parks (Dec 18, 2020 12:49 MST)

STATE OF Utah)
: ss.

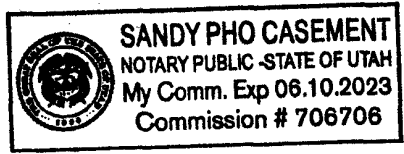
COUNTY OF Salt Lake

On this 19 day of December, 2020 personally appeared before me Erin Mendenhall, the Executive Director of Redevelopment Agency of Salt Lake City, a body corporate and politic.

[Signature]
NOTARY PUBLIC

My Commission Expires: 6/10/23

Residing at: Salt Lake City



[Signature Page for Awesome Cougars]

EXECUTED the date first above written.

AWESOME COUGARS, LLC,
a Utah limited liability company
By: Paul Solomon
Name: Paul Solomon
Its: Manager

STATE OF Utah)

: ss.

COUNTY OF Salt Lake)

On this 23rd day of December, 2020 personally appeared before me
Paul Solomon, the Manager of AWESOME COUGARS, LLC,
a Utah limited liability company, who acknowledged to me that he executed the within
instrument on behalf of said company.

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:

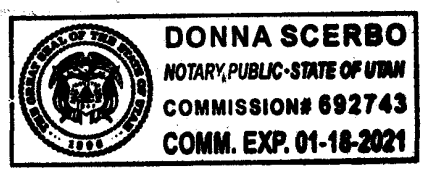


EXHIBIT A

Easement Description

Beginning at the Northeast corner of the parcel described in the Redevelopment Agency of Salt Lake City deed recorded in the records of the Salt Lake County Recorder's office as Entry Number 5036165 in Book 6296 at Page 1271 (the "RDA Deed"), located at the West right of way line of Edison street where it intersects with the north side of the relocated Floral Street, which point is also located by starting from a Salt Lake City Street Monument located in the intersection of 300 South and State Street, thence North 00°01'43" West along said State Street monument line a distance of 64.73 feet; thence North 89°58'44" East 67.18 feet to the Southwest corner of Lot 4, Block 56, Plat "A", Salt Lake City Survey; continuing thence North 89°58'44" East along the North right of way line of 300 South Street a distance of 380.24 feet; thence North 00°06'26" East a distance of 230.00 feet along the west right of way line of Edison Street to the north side of Floral Street where it intersects with Edison Street, which is the point of beginning;

Thence South 00°06'26" West along the Edison Street right of way a distance of 41.95 feet; thence South 89°58'38" West along a line which runs parallel to a parking structure a distance of 145.46 feet, to the west right of way line of Floral Street (now vacated), which point also lies on the north boundary line of Broadway Center Investment's deed recorded in the Salt Lake County Recorder's office as Entry No. 10159815 in Book 9489 at Page 6337; thence along the now vacated Floral Street right of way the following 3 courses: North 00°02'30" East a distance of 142.02 feet; thence South 89°58'33" West a distance of 2.00 feet; thence North 00°02'30" East along said right of way a distance of 50.40 feet; thence crossing said vacated right of way North 89°58'19" East a distance of 15.00 feet to the Easterly right of way of said vacated Floral Street; thence along the easterly right of way of the former Floral Street the following 3 courses: South 00°02'30" West a distance of 50.40 feet; thence North 89°58'33" East a distance of 2.00 feet; thence South 00°02'30" West a distance of 101.00 feet to the North boundary the property described in the previously described RDA Deed; thence along said RDA Deed line the following 3 courses: North 89°58'33" East a distance of 80.00 feet; thence North 00°02'30" East a distance of 0.93 feet; thence North 89°58'33" East a distance of 50.51 feet, to the point of beginning.

Containing 8,286 square feet

EXHIBIT B

Parcel 1:

Beginning 69.07 feet South from the Northwest Corner of Lot 2, Block 56, Plat A, Salt Lake City Survey; and running thence East 50 feet; thence South 30.93 feet; thence West 50 feet; thence South 1 foot; thence West 29 feet; thence North 31 feet; thence East 29 feet; thence North 0.93 feet to the point of beginning.

Together with an interest in $\frac{1}{2}$ of the street abutting on the South.

16-06-154-039-0000

Parcel 2:

Beginning 29.67 feet West and 34 feet South from the Northeast Corner of Lot 3, Block 56, Plat A, Salt Lake City Survey; and running thence South 17 feet; thence East 0.2 feet; thence South $0^{\circ}21'43''$ West 19 feet; thence East 0.59 feet; thence South 31 feet; thence West 50 feet; thence North 67 feet; thence East 49.33 feet to the point of beginning.

Together with an interest in $\frac{1}{2}$ of the street abutting on the West.

16-06-154-042-0000

EXHIBIT C

Beginning at the Southwest Corner of Lot 7, Block 56, Plat A, Salt Lake City Survey; and running thence West 81 feet; thence North 49.5 feet; thence East 81 feet; thence North 61.67 feet; thence East 51 feet; thence South 79.02 feet; thence West 51 feet; thence South 32.15 feet to the point of beginning.

Together with an interest in $\frac{1}{2}$ of the street abutting on the West.

16-06-154-050-0000

EXHIBIT D

Parcel 1:

Beginning at the Southwest Corner of Lot 2, Block 56, Plat A, Salt Lake City Survey; and running thence South 89°58'22" West 75.11 feet; thence North 188 feet; thence South 89°58'22" West 6.75 feet; thence North 0°02'31" East 8 feet; thence North 89°58'22" East 3 feet; thence North 0°02'31" East 33 feet; thence North 89°58'2" East 79 feet; thence North 0°02'31" East 1 foot; thence North 89°58'22" East 50.35 feet; thence South 0°07'44" West 230 feet; thence South 89°58'22" West 50 feet to the point of beginning.

Together with an interest in the vacant street abutting on the North.

16-06-154-048-0000

EXHIBIT E

All of SCM-A Unit, SCM-B Unit, SCM-C Unit, Parking Unit 1 and Parking Unit 2, contained within the State Street Condominiums as the same is identified in the Plat of Condominium recorded in Salt Lake County, Utah, on December 29, 2020 as Entry No. 13515728 (as said Record of Survey Plat shall have heretofore been amended or supplemented) and in the Declaration of Condominium for State Street Condominiums, recorded in Salt Lake County, Utah on December 29, 2020 as Entry No. 13515729, in Book No. 11090 at Page 567 (as said Declaration may have heretofore been amended or supplemented). TOGETHER WITH the undivided ownership interest in said Project's Common Elements that is appurtenant to said Units as more particularly described in said Declaration.

EXHIBIT F

Intentionally Deleted

EXHIBIT G

Easement Description

Beginning at the Northeast corner of the parcel described in the Redevelopment Agency of Salt Lake City deed recorded in the records of the Salt Lake County Recorder's office as Entry Number 5036165 in Book 6296 at Page 1271 (the "RDA Deed"), located at the West right of way line of Edison street where it intersects with the north side of the relocated Floral Street, which point is also located by starting from a Salt Lake City Street Monument located in the intersection of 300 South and State Street, thence North 00°01'43" West along said State Street monument line a distance of 64.73 feet; thence North 89°58'44" East 67.18 feet to the Southwest corner of Lot 4, Block 56, Plat "A", Salt Lake City Survey; continuing thence North 89°58'44" East along the North right of way line of 300 South Street a distance of 380.24 feet; thence North 00°06'26" East a distance of 230.00 feet along the west right of way line of Edison Street to the north side of Floral Street where it intersects with Edison Street, which is the point of beginning;

Thence South 00°06'26" West along the Edison Street right of way a distance of 41.95 feet; thence South 89°58'38" West along a line which runs parallel to a parking structure a distance of 145.46 feet, to the west right of way line of Floral Street (now vacated), which point also lies on the north boundary line of Broadway Center Investment's deed recorded in the Salt Lake County Recorder's office as Entry No. 10159815 in Book 9489 at Page 6337; thence along the now vacated Floral Street right of way the following 3 courses: North 00°02'30" East a distance of 142.02 feet; thence South 89°58'33" West a distance of 2.00 feet; thence North 00°02'30" East along said right of way a distance of 50.40 feet; thence crossing said vacated right of way North 89°58'19" East a distance of 15.00 feet to the Easterly right of way of said vacated Floral Street; thence along the easterly right of way of the former Floral Street the following 3 courses: South 00°02'30" West a distance of 50.40 feet; thence North 89°58'33" East a distance of 2.00 feet; thence South 00°02'30" West a distance of 101.00 feet to the North boundary the property described in the previously described RDA Deed; thence along said RDA Deed line the following 3 courses: North 89°58'33" East a distance of 80.00 feet; thence North 00°02'30" East a distance of 0.93 feet; thence North 89°58'33" East a distance of 50.51 feet, to the point of beginning.

Containing 8,286 square feet

Exhibit G

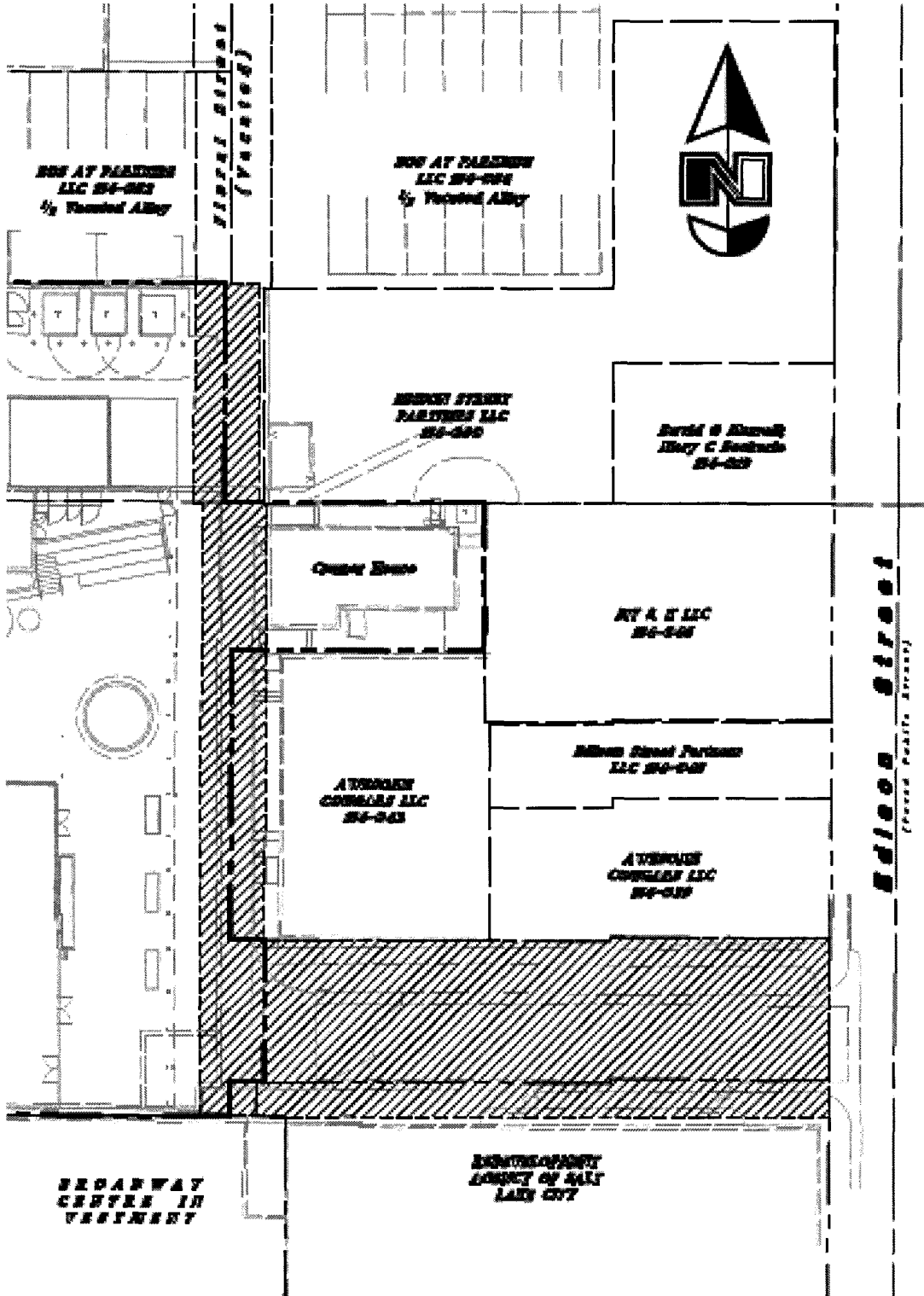
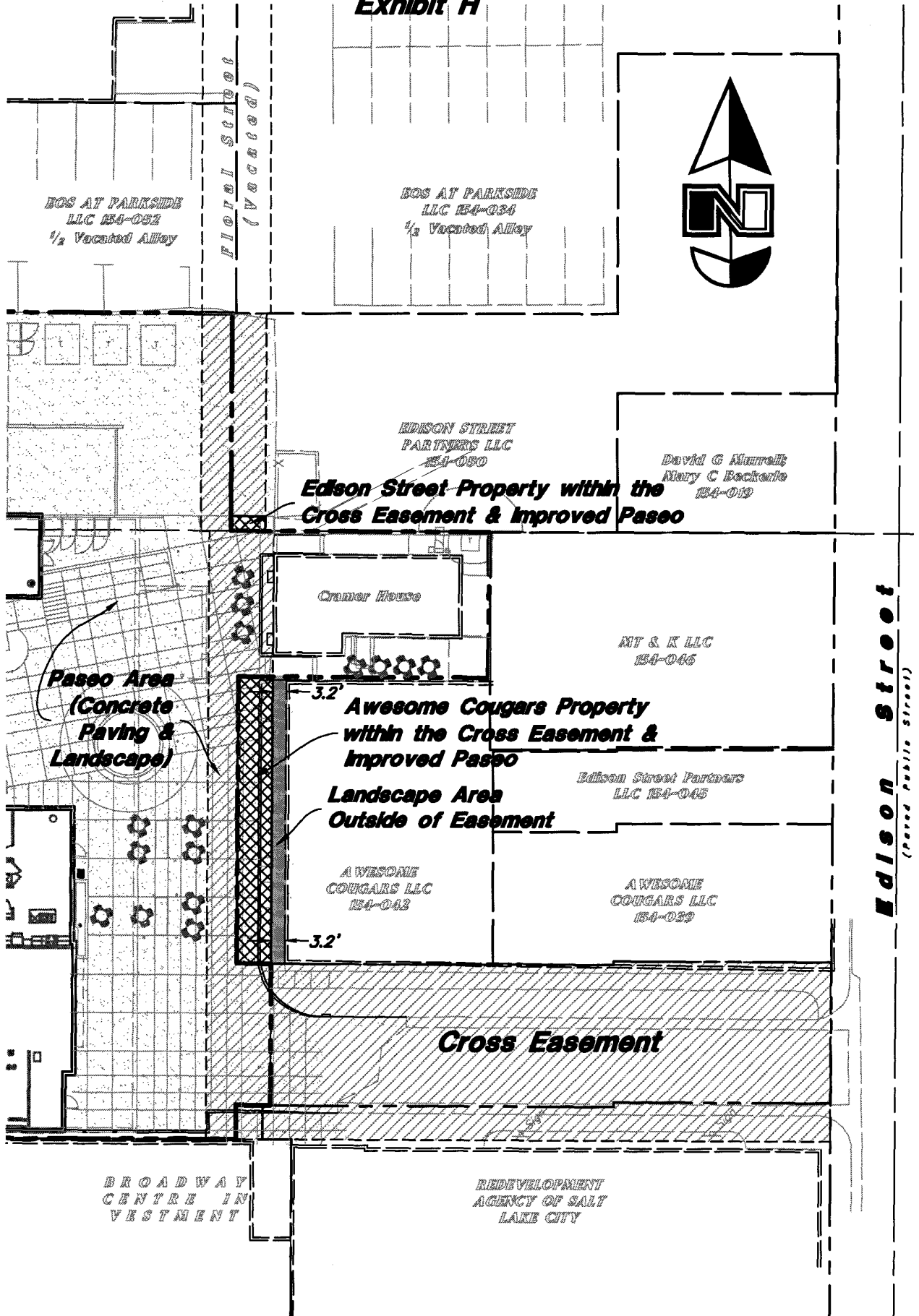


EXHIBIT H

The Paseo

Exhibit H



BOS AT PARKSIDE
LLC 154-052
1/2 Vacated Alley

BOS AT PARKSIDE
LLC 154-034
1/2 Vacated Alley



EDISON STREET
PARTNERS LLC
154-050

**Edison Street Property within the
Cross Easement & Improved Passo**

David G Murrell
Mary C Beckenle
154-019

Craner House

**Passo Area
(Concrete
Paving &
Landscape)**

MT & K LLC
154-046

**Awesome Cougars Property
within the Cross Easement &
Improved Passo**

Edison Street Partners
LLC 154-045

**Landscape Area
Outside of Easement**

A WESOME
COUGARS LLC
154-042

A WESOME
COUGARS LLC
154-039

Cross Easement

BROADWAY
CENTRE IN
VESTMENT

REDEVELOPMENT
AGENCY OF SALT
LAKE CITY

Edison Street
(Paved Public Street)

Exhibit I

Easement to Salt Lake City

EXHIBIT "I"

Easement Description

Beginning at the Northeast corner of the parcel described in the Redevelopment Agency of Salt Lake City deed recorded in the records of the Salt Lake County Recorder's office as Entry Number 5036165 in Book 6296 at Page 1271 (the "RDA Deed"), located at the West right of way line of Edison street where it intersects with the north side of the relocated Floral Street, which point is also located by starting from a Salt Lake City Street Monument located in the intersection of 300 South and State Street, thence North 00°01'43" West along said State Street monument line a distance of 64.73 feet; thence North 89°58'44" East 67.18 feet to the Southwest corner of Lot 4, Block 56, Plat "A", Salt Lake City Survey; continuing thence North 89°58'44" East along the North right of way line of 300 South Street a distance of 380.24 feet; thence North 00°06'26" East a distance of 230.00 feet along the west right of way line of Edison Street to the north side of Floral Street where it intersects with Edison Street, which is the point of beginning;

Thence South 00°06'26" West along the Edison Street right of way a distance of 41.95 feet; thence South 89°58'38" West along a line which runs parallel to a parking structure a distance of 130.46 feet, thence North 00°02'30" East a distance of 41.02 feet to the North boundary of the property described in the previously described RDA Deed; thence along said RDA Deed line the following 3 courses: North 89°58'33" East a distance of 80.00 feet; thence North 00°02'30" East a distance of 0.93 feet; thence North 89°58'33" East a distance of 50.51 feet, to the point of beginning.

Containing 5,400 square feet

Exhibit 1

