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RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 21 P.

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

**MAYER BROWN LLP**  
700 Louisiana, Suite 3400  
Houston, Texas 77002

Attention: Ronald M. Shoss, Esq.  
*FOR REFERENCE PURPOSES ONLY:  
TAX PARCEL NOS. 16-06-15A-051, 16-06-15A-03A,  
16-06-15A-052; 16-06-15B-001 THRU 16-06-15B-005*

ACCOMMODATION RECORDING ONLY.  
COTTONWOOD TITLE INSURANCE AGENCY,  
INC. MAKES NO REPRESENTATION AS TO  
CONDITION OF TITLE, NOR DOES IT ASSUME  
ANY RESPONSIBILITY FOR VALIDITY,  
SUFFICIENCY OR EFFECTS OF DOCUMENT.

**TIEBACK EASEMENT AGREEMENT**

This TIEBACK EASEMENT AGREEMENT (this “**Agreement**”) is made this 27th day of January, 2021 (“**Effective Date**”), by and between EOS AT PARKSIDE, LLC, a Delaware limited liability company (“**Grantor**”) and 255 STATE 4, LLC, a Utah limited liability company, and 255 STATE, LLC, a Utah limited liability company (collectively, “**Grantee**”), with respect to the following recitals:

**A.** Grantor is the owner of that certain tract or parcel of land and the building and all other improvements thereon, located at 215 South State Street, Salt Lake City, Utah, as further described in Exhibit A attached hereto and made a part hereof (the “**Grantor’s Property**”).

**B.** Grantee is the owner of that certain tract or parcel of land located at 255 South State Street, Salt Lake City, Utah, described in Exhibit B attached hereto and made a part hereof (the “**Grantee’s Property**”), which Grantee’s Property is in proximity to the Grantor’s Property.

**C.** Grantee intends to construct, or cause the construction of, a mixed use residential and commercial real estate project (collectively, the “**Grantee’s Project**”) on the Grantee’s Property.

**D.** The development and construction of the Grantee’s Project requires excavation and construction along the boundary of Grantor’s Property and the installation and use of tiebacks under Grantor’s Property to provide interim support for and stabilize construction and installation for the Grantee’s Project.

**E.** Grantee has requested that Grantor grant Grantee the right to, among other things, enter onto Grantor’s Property and perform excavation and construction and installation of tiebacks. Grantor has agreed to such request on the terms set forth herein.

**NOW, THEREFORE**, in consideration of the foregoing Recitals, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**1. Access, Construction and Maintenance of Tiebacks.** For the Term, Grantor hereby grants and conveys to Grantee, a temporary, non-exclusive construction easement (“**Easement**”) under the surface of that certain portion of the Grantor’s Property as more

particularly identified on Exhibit C hereto (“**Easement Area**”) for the construction, installation, operation, testing, inspection, maintenance and use of soil screws, tieback anchors and/or other components of a construction shoring system (the “**Support System**”) that will provide interim support for and stabilize construction, excavation and installation for the Grantee’s Project, subject to the terms and conditions in Section 2 below. Grantee agrees to construct and install the Support System in accordance with the Plans and Specifications (defined below) and in accordance with all laws. Any changes to the Plans and Specifications shall be submitted for Grantor’s review and approval in accordance with Section 2 below. Grantee covenants to Grantor that the Support System will not (i) interfere with surface access to the Grantor’s Property, (ii) touch, damage, destroy or interfere with any existing subsurface utilities or subsurface structures on the Grantor’s Property, and (iii) touch, damage, destroy or interfere with any existing above-surface utilities or above-surface structures on the Grantor’s Property.

## **2. Approval of Plans and Information.**

(a) Grantor has reviewed and approved the design drawings and specifications of the Support System more particularly described on Exhibit D attached hereto (the “**Plans and Specifications**”). Any changes to the Plans and Specifications shall be submitted to Grantor for its review and approval in the manner and within the time periods set forth in Section 2(b) below. Grantee shall have the full and exclusive responsibility for the final design of the Support System in all respects including, but not limited to, compliance with all laws, governmental standards and industry standards.

(b) Any changes to the Plans and Specifications must be submitted for Grantor’s review and written approval at the address specified in Section 11(e) below, which approval shall be in Grantor’s sole and absolute discretion. Grantor shall use commercially reasonable efforts to review such information and submit its response within 10 business days after receipt of said information along with a detailed explanation of the reasons for any disapproval. The failure by Grantor to respond within said 10 business day period shall be deemed to be a disapproval of the information submitted. Grantee shall have the right to resubmit any drawings and calculations disapproved by Grantor for additional review by Grantor, and Grantor shall use commercially reasonable efforts to review the additional information and submit its response within 5 business days after receipt thereof along with a detailed explanation of the reasons for any disapproval. The failure by Grantor to respond within 5 business days after such resubmission shall be deemed to be a disapproval thereof.

(c) Promptly after a request from Grantee, Grantor agrees to cooperate reasonably with Grantee, at no cost, expense, harm or loss to Grantor, in obtaining all required approvals for the Support System, and to join in the filing of any and all applications to governmental authorities to permit Grantee to exercise the rights granted to Grantee under this Agreement.

## **3. Term.**

The Easement granted herein shall have a term (“**Term**”) commencing upon the Effective Date and continuing until the earlier of (i) the termination of this Agreement by Grantor as a result of a Grantee default under Section 10 of this Agreement, or (ii) eighteen (18) months following the Effective Date, unless Grantor and Grantee mutually agree in writing to

extend the Term. Upon the occurrence of any expiration or termination of this Agreement, Grantee covenants and agrees to promptly execute and deliver to Grantor an agreement, in form and substance satisfactory to Grantor, evidencing the termination of this Agreement and the Easement, which obligation shall survive the expiration or termination of this Agreement.

**4. Access.**

(a) Grantee shall have the right for its employees, agents, contractors and suppliers and their respective employees, agents, subcontractors and suppliers of every tier (all such employees, agents, contractors, subcontractors and suppliers of any tier being referred to herein, collectively, as the “**Grantee Permittees**”) to access the Easement Area; provided, however, that: (a) nothing herein shall give any of the Grantee Permittees (apart from Grantee) any right to enforce this Agreement against Grantor or the Grantor Parties or to assert any claim hereunder against Grantor or the Grantor Parties; (b) no amendment, modification or termination of this Agreement shall require the consent or joinder of any of the Grantee Permittees; (c) Grantee shall have no right to permit any person or entity other than the Grantee Permittees to use the Easement or Easement Area for any use or purpose; and (d) as regards damages to Grantor’s Property or claims against Grantor by third parties, Grantee shall be responsible for any and all acts or omissions of any and all of the Grantee Permittees in connection with this Agreement. The foregoing shall not preclude any Grantee Permittees from providing a copy of this Agreement to their subcontractors and other Grantee Permittees to ensure compliance by and enforce the terms of the Agreement against such parties.

(b) Notwithstanding anything in this Agreement to the contrary, Grantee shall not obstruct access to Grantor’s Property or any improvements thereon or interfere with the use and enjoyment of Grantor’s Property and/or any improvements thereon in performing work pursuant to this Agreement. Any temporary access restrictions which may interfere with the use or enjoyment of Grantor’s Property during construction must be approved in advance in writing by Grantor, such approval to be in Grantor’s sole and absolute discretion.

(c) Grantee shall give Grantor at least twenty-four (24) hours’ prior notice to any entry by Grantee onto Grantor’s Property in connection with this Agreement.

(d) Grantor hereby retains and reserves for the benefit of the Grantor Property all rights, including without limitation use and access rights to the Easement Area.

**5. Support System.**

It is presently contemplated that the tiebacks installed by Grantee under Grantor’s Property pursuant to the Support System will be left in place and remain untouched by Grantor for so long as the tiebacks are required by Grantee for supporting and stabilizing the Grantee’s Project. However, if requested by Grantor, Grantee, at Grantee’s sole cost and expense, shall remove the Support System or any component thereof from Grantor’s Property, and Grantee, at Grantee’s sole cost and expense, shall repair any and all damage to Grantor’s Property caused by such removal as reasonably determined by Grantor, so that the Grantor’s Property is in substantially the same condition as existed prior to the installation of the Support System.

**6. Mechanics’ Liens.**

Grantee shall pay or cause to be paid the cost of all works of improvement on or about Grantor's Property which are initiated by Grantee or are in any way related to or in connection with the Support System and/or this Agreement; provided that Grantee may, in good faith and at its own expense, contest the validity of any mechanic's, materialmen's or other lien, claim, or demand asserted in connection with such improvement, if Grantee has first posted a bond or other securities as are required by law to obtain the release, discharge and/or removal of the same. Subject to the foregoing, Grantee shall not suffer or permit to be enforced against Grantor's Property or any portion thereof any mechanic's, materialmen's, other lien or other encumbrance arising out of work initiated by Grantee.

**7. Indemnity.**

Grantee hereby covenants and agrees to indemnify, defend and hold harmless Grantor, its partners, affiliates, subsidiaries, employees, representatives, agents, directors, officers, trustees, members, shareholders, mortgagee(s), successors and assigns, and the partners, affiliates, subsidiaries, employees, representatives, agents, directors, officers, trustees, members, shareholders, successors and assigns of any of the foregoing (collectively, the "**Grantor Parties**"), from and against any and all claims, demands, actions, causes of action, liabilities, losses, damages, costs or expenses from any cause whatsoever arising from operations under this Agreement, including reasonable attorney's fees, which may be brought against, imposed upon or incurred by any of the Grantor Parties, including, without limitation, any damage to the Grantor Property, any and all mechanics' and/or materialmen's liens and claims, any property damage or personal injury or death, any claims by any customer or invitee or other third party while on the Grantor Property or otherwise in connection with the operations contemplated or undertaken pursuant to this Agreement, brought against any of the Grantor Parties, and Grantor for the Grantor Property or otherwise, **TO THE EXTENT SUCH CLAIMS ARE CAUSED BY THE NEGLIGENCE (WHETHER SOLE, CONCURRENT OR CONTRIBUTORY), GROSS NEGLIGENCE, WILLFUL MISCONDUCT, STRICT, STATUTORY OR CONTRACTUAL LIABILITY, OR FAULT OF, GRANTEE OR GRANTEE PERMITTEES.** If any legal proceeding or action is brought against any of the Grantor Parties by reason of any matter for which Grantee has agreed to indemnify it under this Section 7, then upon prompt written notice from the Grantor Party to Grantee of such proceeding after being served in such proceeding, the Grantor Party will provide Grantee all information and assistance reasonably requested by Grantee to defend or to bring a counter action in conjunction with such proceeding or action. Notwithstanding anything herein to the contrary, Grantee shall be jointly and severally liable and responsible for defending against any such legal proceeding or action at such parties' expense with counsel reasonably satisfactory to the Grantor Party. The terms of this Section 7 shall survive the expiration or termination of this Agreement.

**8. Insurance.**

(a) During the Term of this Agreement, Grantee shall carry and maintain, at Grantee's respective sole cost and expense, with deductibles for their own accounts and with reputable insurance providers which have policyholder ratings not lower than "A-" and financial

ratings not lower than “VII” in Best’s Insurance Guide and are authorized to do business in the State of Utah, the following types of insurance:

- (i) Workers Compensation Insurance in accordance with all applicable state and Federal laws.
- (ii) Employers Liability with a limit of liability of not less than \$1,000,000 per occurrence.
- (iii) Business automobile liability insurance covering owned, hired and non-owned vehicles with minimum limits of \$1,000,000 combined single limit each accident.
- (iv) Commercial general liability coverage issued on the most current ISO CGL form (or its equivalent) on an occurrence form which insures against claims for bodily injury and property damage with minimum limits of \$1,000,000 each occurrence and \$2,000,000 from the aggregate of all occurrences within each policy year, including but not limited to premises-operation, products-completed operations and contractual liability (including coverage for the indemnity clauses provided under this Agreement).
- (v) Excess Liability Insurance providing limits in addition to and excess of the liability coverages required in (i), (ii), (iii) and (iv) above, with limits of not less than \$25,000,000 per occurrence. Umbrella/excess liability policies shall contain an endorsement stating that any entity qualifying as an additional insured on the insurance stated in the Schedule of Underlying Insurance shall be an additional insured on the umbrella/excess liability policies, and that they apply immediately upon exhaustion of the insurance stated in the Schedule of Underlying Insurance as respects the coverage afforded to any additional insured. Such insurance shall be “primary” insurance for the additional insureds and shall not look to any additional insureds’ insurance coverage for contribution.
- (vi) “All Risk” Property Insurance on a replacement cost value basis on all personal property, improvements and fixtures located on the Easement Area. The policy for such insurance shall have no coinsurance penalty applicable or similar provision.

The policy limits and other terms set forth in this Section 8(a) may be updated from time to time as mutually requested by Grantor in writing.

(b) ALL INSURANCE POLICIES OF GRANTEE SHALL INCLUDE A WAIVER OF SUBROGATION PROVISION OR ENDORSEMENT IN FAVOR OF GRANTOR, AND GRANTOR’S PROPERTY MANAGER, INCLUDE AN ENDORSEMENT PROVIDING THAT GRANTOR SHALL RECEIVE THIRTY (30) DAYS PRIOR WRITTEN NOTICE OF ANY CANCELLATION OF, NONRENEWAL OF, REDUCTION OF COVERAGE OR MATERIAL CHANGE IN COVERAGE ON SAID POLICIES, INCLUDE GRANTOR AND GRANTOR’S PROPERTY MANAGER AS ADDITIONAL INSURED (EXCLUDING WORKERS COMPENSATION/EMPLOYERS LIABILITY), AND SHALL BE PRIMARY TO AND RECEIVE NO CONTRIBUTION FROM ANY INSURANCE POLICIES MAINTAINED BY GRANTOR AND GRANTOR’S PROPERTY MANAGER. Within ten (10) business days of Grantor’s request therefor, Grantee shall provide to Grantor certificates of insurance evidencing the coverage and conditions required in this Agreement. It is expressly

understood and agreed that the coverages required herein represent the minimum requirements and shall not limit any indemnity obligations undertaken by Grantee in this Agreement. Grantee shall cause their contractors, subcontractors and the Grantee Permittees to comply with all applicable workers compensation laws and to carry and maintain other such coverages in such amounts that are typically required for the type of services such contractors and subcontractors provide, including but not limited to general liability insurance.

**9. COMPLIANCE WITH LAWS.**

Grantee and its contractors and agents shall comply with all applicable laws, rules and regulations of all governmental agencies relating to the Support System work and the Easement under this Agreement. Grantee shall obtain and deliver to Grantor, if requested, copies of all permits and approvals required by applicable governmental jurisdictions to commence the work on the Support System.

**10. DEFAULT AND REMEDIES.**

(a) Grantee will be in default hereunder if Grantee fails to perform or comply with any covenant, agreement or condition contained in this Agreement and does not cure that failure within a period of 5 days after notice of default (or if such default is of a nature which cannot reasonably be cured within 5 days, then if such party does not cure such failure within such longer period of time as is reasonably required to cure such default up to a maximum amount of 30 days, provided that the defaulting party undertakes in good faith to commence such cure within 5 days after notice of default and diligently prosecutes such cure to completion).

(b) If Grantee is in default hereunder, Grantor may (i) terminate this Agreement, (ii) exercise any right or remedy which it may have under this Agreement or (iii) exercise any right or remedy otherwise available at law or in equity, including injunctive relief or specific performance. Notwithstanding anything to the contrary in this Agreement, all rights and remedies of any party hereto shall be cumulative and non-exclusive.

**11. MISCELLANEOUS.**

(a) This Agreement sets forth the entire agreement between the parties hereto relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this Agreement shall be of no force or effect. Any modification or amendment hereof must be in writing and signed by the parties hereto.

(b) If any action is brought by either party against the other party, relating to or arising out of this Agreement, the matters described herein or the enforcement hereof, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action.

(c) The laws of the State of Utah shall govern the validity, interpretations, performance and enforcement of this Agreement. This Agreement shall not be construed more strictly against one party hereto than against any other party hereto merely by virtue of the fact that it may have been prepared by counsel for one of the parties.

(d) If any term, provision, covenant, agreement or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect and shall not be affected, impaired or invalidated.

(e) All notices, consents, requests, reports, demands or other communications hereunder (collectively, "**Notices**") shall be in writing and may be given personally, by reputable overnight delivery service or by facsimile transmission (with in the case of a facsimile transmission, confirmation by reputable overnight delivery service) addressed to the parties hereto as follows:

to Grantor: EOS at Parkside, LLC  
c/o KBS Realty Advisors  
800 Newport Center Drive, Suite 700  
Newport Beach, California 92660  
Attn: Tim Helgeson, Senior Vice President

to Grantee: 255 State 4, LLC  
255 State, LLC  
666 Dundee Road, Suite 1102  
Northbrook, Illinois 60062  
Attn: David Brint

or to such other address or such other person as the addressee party shall have last designated by Notice to the other party. Notices given by facsimile transmission shall be deemed to be received when confirmed; and all other Notices shall have been deemed to have been given on the date of delivery or refusal.

(f) Notwithstanding anything to the contrary in this Agreement, any liability of Grantor or Grantee for a default under this Agreement, or a breach by Grantor or Grantee of any of their obligations under this Agreement, shall be limited solely to its interest in the Grantor Property and Grantee Property, as the case may be. Under no circumstances shall any obligation or liability be personally binding upon, nor shall resort for the enforcement thereof be had to, any other property of Grantor or Grantee or any of their partners, affiliates, subsidiaries, employees, representatives, agents, directors, officers, trustees, members, shareholders, successors and assigns, regardless of whether such obligations or liabilities are in the nature of contract, tort or otherwise.

(g) Notwithstanding anything to the contrary in this Agreement, Grantee will be liable and responsible for the obligations, covenants, agreements and responsibilities created by this Agreement and for any judgment rendered hereon or in connection therewith. Additionally, Grantee shall not be relieved of any liability with respect to matters related to this Agreement in the event of a transfer of fee title ownership in the Grantee Property, and any transferee thereof, by acceptance of the conveyance thereof, shall be deemed conclusively to have jointly assumed such liability from and after the date of the transfer.

(h) Notwithstanding anything to the contrary contained in this Section 11(h) or elsewhere in this Agreement, Grantee hereby waives and releases any right to claim, seek, assert or collect any punitive, exemplary, special, indirect or consequential damages as the result of any default under or with respect to this Agreement or any activities or failure to act contemplated by or undertaken in connection with this Agreement by Grantor.

(i) Any waiver of the provisions of this Agreement must be in writing and signed by an authorized representative of the waiving party. A failure by any party to enforce its rights under this Agreement shall not be deemed to be a waiver of its right to enforce the same or any other term, condition or covenant.

(j) Time is of the essence in the performance by the Grantor and Grantee of each and all of their respective obligations under this Agreement.

(k) Grantee hereby agrees to pay to Grantor any and all costs incurred by Grantor, including legal fees, relating to the Grantee Project and related to this Agreement (the "Costs"). As of the Effective Date, such Costs are \$7,385.00 ("Current Costs"). Grantee shall pay the Current Costs to Grantor simultaneously with Grantee's delivery to Grantor of an executed copy of this Agreement. Any additional Costs incurred by Grantor shall be paid by Grantee to Grantor within five (5) days following demand.

(l) This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, but all counterparts shall together constitute one and the same instrument.

(m) Grantor and Grantee are the only parties to this Agreement, and apart from the expressly identified persons in the indemnification provisions above, no third party is an intended beneficiary of this Agreement and no third party may seek enforcement of the terms of this Agreement.

(n) If at any time Grantor has issues with the operations by Grantee, the following parties shall be available to address such issues and shall work in good faith to promptly resolve any concerns.

<u>Name</u>	<u>Mobile Phone</u>	<u>Email</u>
Dave Robertson (Landlord's Representative)	801/913-6443	<a href="mailto:dave.robertson@cbre.com">dave.robertson@cbre.com</a>
Isaac Mittelstaedt (Tenant's Representative)	801/698-2073	<a href="mailto:isaacm@wadman.com">isaacm@wadman.com</a>

(o) This Agreement and each of its terms and provisions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.



(p) All exhibits attached hereto are hereby incorporated by reference as though set out in full herein.

**List of Exhibits/Riders:**

- Exhibit A - Description of the Grantor Property
- Exhibit B - Description of the Grantee Property
- Exhibit C - Depiction of Easement Area
- Exhibit D - Plans and Specifications

**[Signatures are on the next page.]**

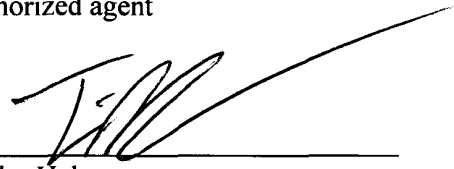
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

**“GRANTOR”**

**EOS AT PARKSIDE, LLC,**  
a Delaware limited liability company

By: KBS Realty Advisors, LLC,  
a Delaware limited liability company,  
as its authorized agent

By:



\_\_\_\_\_  
Tim Helgeson,  
Senior Vice President

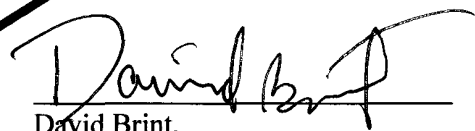
~~**“GRANTEE”**~~

~~**BRINSHORE UTAH, LLC,**~~  
~~a Utah limited liability company~~

~~By: Brinshore Development, L.L.C.,~~  
~~an Illinois limited liability company~~

~~By: Brint Development, Inc.,~~  
~~an Illinois corporation, a member~~

~~By:~~



~~\_\_\_\_\_  
David Brint,  
President~~

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.

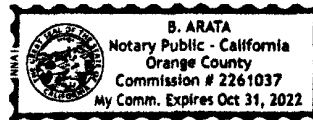
State of California  
County of Orange

On January 27, 2021 before me, B. Arata, Notary Public  
(insert name and title of the officer)

personally appeared Tim Helgeson  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) 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(s), or the entity upon behalf of which the person(s) 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.



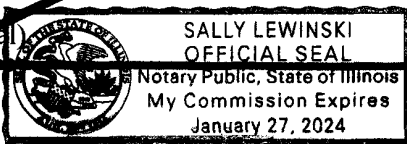
Signature B. Arata (Seal)

~~State of Illinois~~

~~County of Cook~~

~~On this 22nd day of January, in the year 2021, before me Sally Lewinski  
a notary public, personally appeared David Brint [Name of Principal Signer], whose  
identity is personally known to me (or proved on the basis of satisfactory evidence) and who by  
me duly sworn (or affirm), did say he [he/she] is the President, of Brint Development,  
Inc., an Illinois corporation, acting in its capacity as a member of Brinshore Development,  
L.L.C., an Illinois limited liability company, acting in its capacity as the Grantee of  
BRINSHORE UTAH, LLC, a Utah limited liability company, and said document was signed by  
him [him/her] in behalf of said Corporation by Authority of its Bylaws or (Resolution of  
its Board of Directors), and said he acknowledged to me said Corporation executed  
the same.~~

~~Witness my hand and official seal~~



~~Sally Lewinski  
Notary Public~~

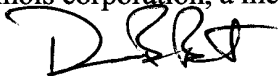
**“GRANTEE”**

**255 STATE 4, LLC,**  
a Utah limited liability company

By 255 State 4 Manager, LLC,  
a Utah limited liability company,  
its managing member

By: Brinshore Development, L.L.C.,  
an Illinois limited liability company,  
its sole member

By: Brint Development, Inc.,  
an Illinois corporation, a member

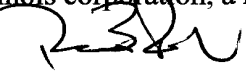
By:   
Name: David Brint  
Its: President

**255 STATE, LLC,**  
a Utah limited liability company

By 255 State Manager, LLC,  
a Utah limited liability company,  
its managing member

By: Brinshore Development, L.L.C.,  
an Illinois limited liability company,  
its sole member

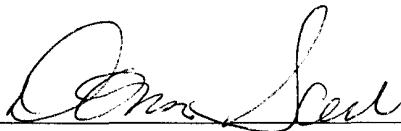
By: Brint Development, Inc.,  
an Illinois corporation, a member

By:   
Name: David Brint  
Its: President

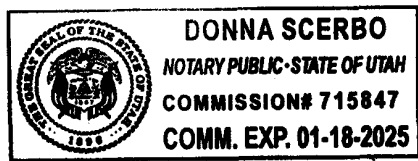
STATE OF Utah )  
 ) ss.  
COUNTY OF Salt Lake )

On February 1, 2021, before me, Donna Scerbo, a Notary Public, personally appeared David Brint, President of Brint Development, Inc., an Illinois corporation, a member of Brinshore Development, L.L.C., an Illinois limited liability company, the sole member of 255 State 4 Manager, LLC, a Utah limited liability company, the managing member of 255 State 4, LLC, a Utah limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument on behalf of 255 State 4, LLC.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public

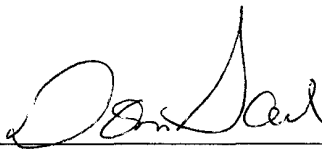
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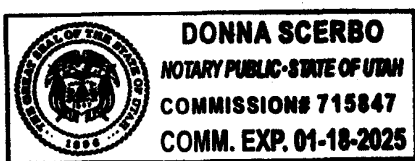
STATE OF Utah )  
 ) ss.  
COUNTY OF Salt Lake )

On February 1, 2021, before me, Donna Scerbo, a Notary Public, personally appeared David Brint, President of Brint Development, Inc., an Illinois corporation, a member of Brinshore Development, L.L.C., an Illinois limited liability company, the sole member of 255 State Manager, LLC, a Utah limited liability company, the managing member of 255 State, LLC, a Utah limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument he executed the instrument on behalf of 255 State, LLC.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public

(SEAL)



**EXHIBIT A**

Parcel 1:

Beginning at the Northwest corner of Lot 5, Block 56, Plat "A", Salt Lake City Survey and running thence East 231.00 feet; thence South 231.00 feet; thence West 66.00 feet; thence South 99.00 feet; thence West 66.00 feet; thence North 50.33 feet; thence West 99.00 feet; thence North 279.67 feet to the point of beginning.

TOGETHER WITH one-half vacated alley abutting on the East.

LESS AND EXCEPTING the following: Beginning at the Southeast corner of Lot 5, Block 56, Plat "A", Salt Lake City Survey and running thence South 89°58'56" West 66.00 feet; thence North 00°03'14" East 50.33 feet; thence North 89°58'56" East 66.00 feet; thence South 00°03'14" West 50.33 feet to the point of beginning.

Parcel 2:

Beginning at a point East 51.00 feet and South 154.00 feet from the Northwest corner of Lot 7, Block 56, Plat "A", Salt Lake City Survey and running thence South 64.83 feet; thence West 51.00 feet; thence South 61.67 feet; thence West 81.00 feet; thence North 126.50 feet; thence East 132.00 feet to the point of beginning.

TOGETHER WITH one-half vacated alley abutting on the West.

Parcel 3:

Beginning at a point located 50.33 feet North 00°03'14" East from the Southwest corner of Lot 6, Block 56, Plat "A", Salt Lake City Survey and running thence North 00°03'14" East 48.67 feet; thence North 89°58'56" East 68.00 feet; thence South 00°03'14" West 48.67 feet; thence South 89°58'56" West 68.00 feet to the point of beginning.

TOGETHER WITH one-half the vacated alley abutting said property on the East.

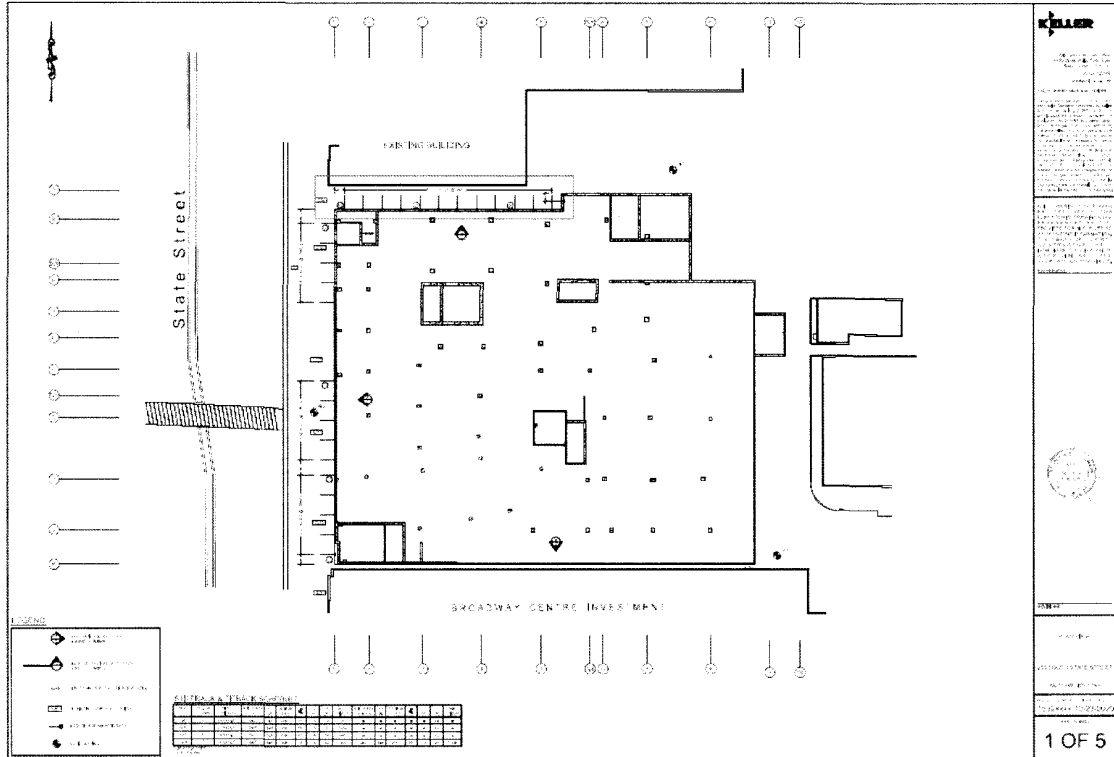
**EXHIBIT B**

**Description of Grantee Property**

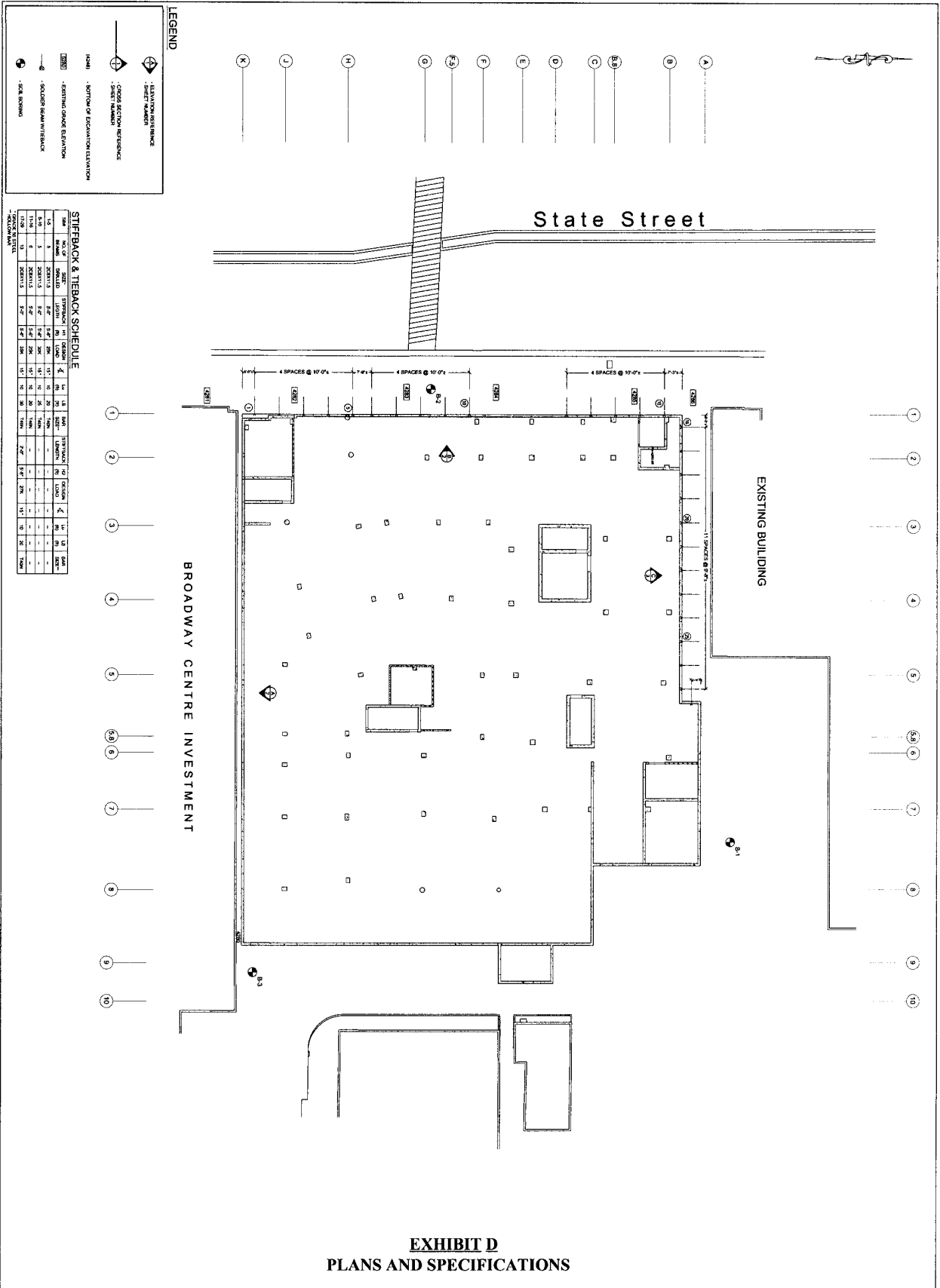
All of SCM-A Unit, SCM-B Unit, SCM-C Unit, Parking Unit 1 and Parking Unit 2, contained within the State Street Condominiums as the same is identified in the Plat of Condominium recorded in Salt Lake County, Utah, on December 29, 2020 as Entry No. 13515728 (as said Record of Survey Plat shall have heretofore 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 C**

**DEPICTION OF EASEMENT AREA**







**LEGEND**

- ◀ - ELEVATION REFERENCE
- ◀ - SHEET NUMBER
- ◀ - CROSS SECTION REFERENCE
- ◀ - SHEET NUMBER
- ◀ - BOTTOM OF EXCAVATION ELEVATION
- ◀ - SETTING GRADE ELEVATION
- ◀ - SOLIDIFIED MATERIAL
- ◀ - SOIL NUMBER

**STIFFBACK & TIEBACK SCHEDULE**

NO.	TYPE	SPACING	DEPTH	LOCATION	NO.	TYPE	SPACING	DEPTH	LOCATION
1	STIFFBACK	10'-0"	2'-0"	15'	1	STIFFBACK	10'-0"	2'-0"	15'
2	TIEBACK	10'-0"	2'-0"	15'	2	TIEBACK	10'-0"	2'-0"	15'
3	STIFFBACK	10'-0"	2'-0"	15'	3	STIFFBACK	10'-0"	2'-0"	15'
4	TIEBACK	10'-0"	2'-0"	15'	4	TIEBACK	10'-0"	2'-0"	15'
5	STIFFBACK	10'-0"	2'-0"	15'	5	STIFFBACK	10'-0"	2'-0"	15'
6	TIEBACK	10'-0"	2'-0"	15'	6	TIEBACK	10'-0"	2'-0"	15'
7	STIFFBACK	10'-0"	2'-0"	15'	7	STIFFBACK	10'-0"	2'-0"	15'
8	TIEBACK	10'-0"	2'-0"	15'	8	TIEBACK	10'-0"	2'-0"	15'
9	STIFFBACK	10'-0"	2'-0"	15'	9	STIFFBACK	10'-0"	2'-0"	15'
10	TIEBACK	10'-0"	2'-0"	15'	10	TIEBACK	10'-0"	2'-0"	15'

**EXHIBIT D  
PLANS AND SPECIFICATIONS**

**KELLER**

Soil Lanes City, Utah Office  
 6801 West Middle Park Road  
 Suite 200, Salt Lake City, UT 84120  
 Phone: (801) 363-0044  
 www.keller-usa.com

**LINE OF PROFESSIONALS AND DESIGN**

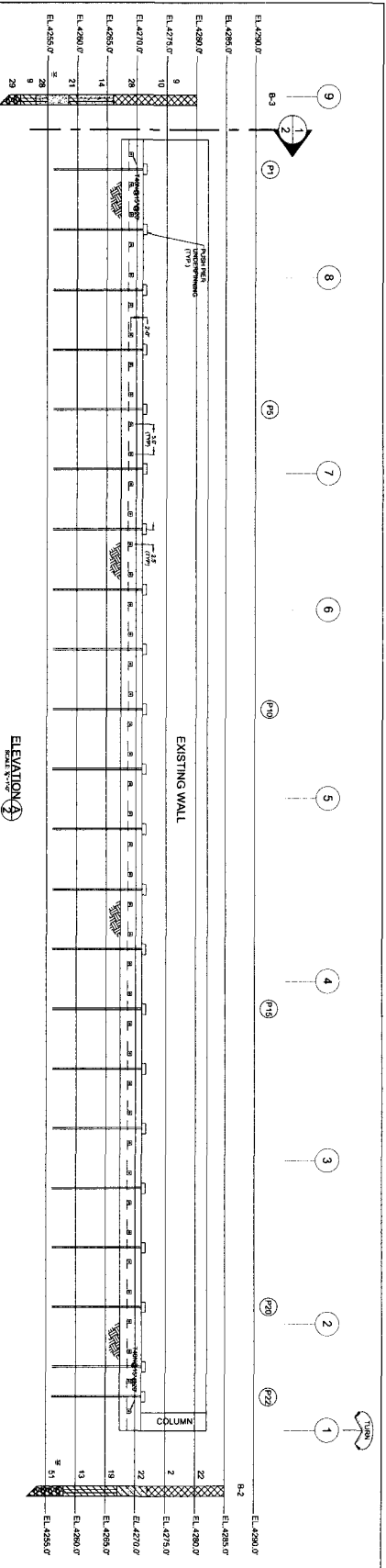
Design, planning, construction, and/or construction management services are provided by Keller Construction, Inc. ("Keller") under the supervision of a Professional Engineer. Keller Construction, Inc. is a member of the Keller Group, which includes Keller Construction, Inc., Keller Construction Services, Inc., Keller Construction Management, Inc., Keller Construction Consulting, Inc., Keller Construction Engineering, Inc., Keller Construction Environmental, Inc., Keller Construction Geotechnical, Inc., Keller Construction Industrial, Inc., Keller Construction Infrastructure, Inc., Keller Construction International, Inc., Keller Construction Mechanical, Inc., Keller Construction Marine, Inc., Keller Construction Mining, Inc., Keller Construction Oil & Gas, Inc., Keller Construction Power, Inc., Keller Construction Process, Inc., Keller Construction Remediation, Inc., Keller Construction Safety, Inc., Keller Construction Security, Inc., Keller Construction Telecommunications, Inc., Keller Construction Transportation, Inc., Keller Construction Utilities, Inc., Keller Construction Water, Inc., Keller Construction Wind, Inc., Keller Construction Wood, Inc., Keller Construction Yards, Inc., Keller Construction Zoning, Inc., Keller Construction Other, Inc.

THIS DRAWING HAS BEEN REVIEWED BY THE PROFESSIONAL ENGINEER AND IS A TRUE AND CORRECT REPRESENTATION OF HIS OR HER DESIGN AND INTENT.

DATE OF REVIEW: 12/23/2020

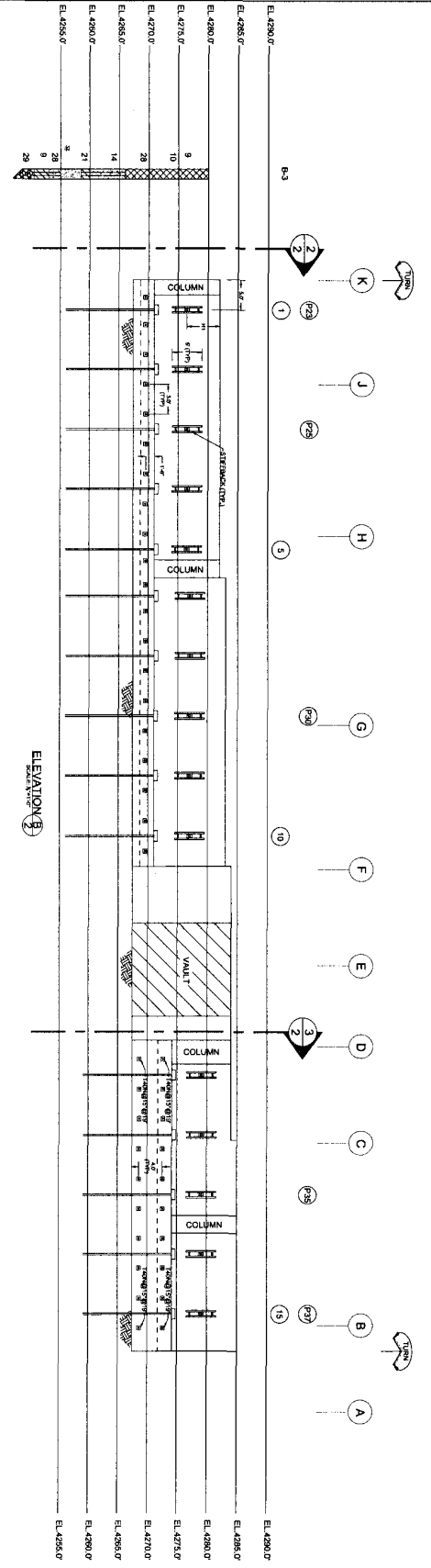
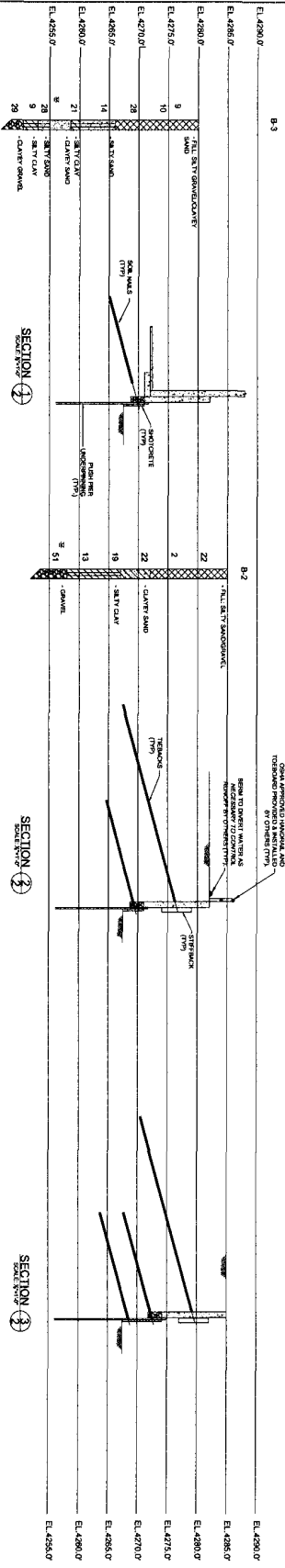
PROJECT NUMBER: 1532XXXX

SHEET NUMBER: 1 OF 5



**KELLER**  
 South Lake City Data Center  
 3542 West 35th Street, UT 84003  
 801.546.5346  
 www.keller.com

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**2 OF 5**

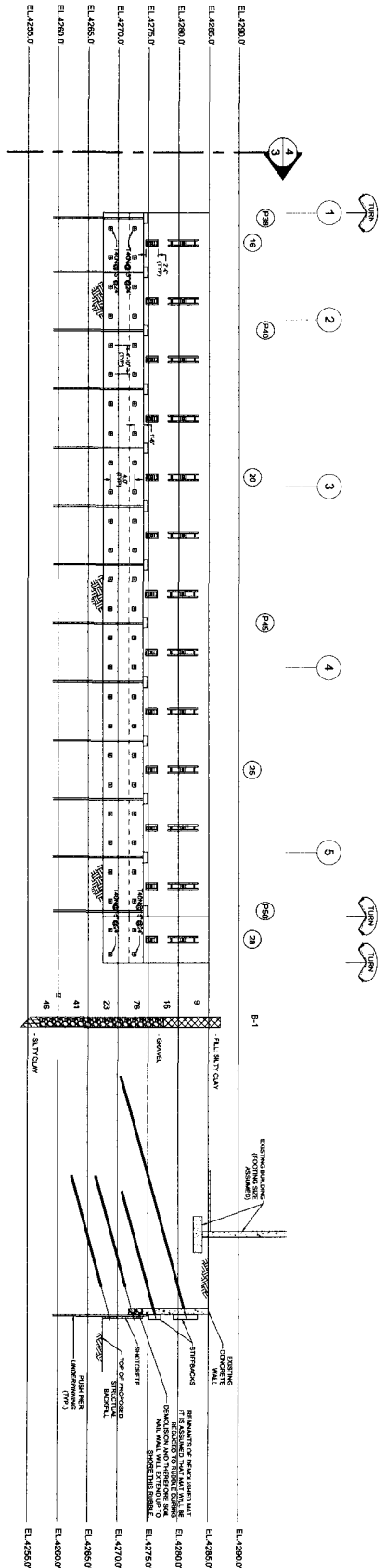
PROJECT NUMBER: 1532000X  
 SHEET NUMBER: 12/23/2020

DATE: 12/23/2020

355 SOUTH STATE STREET  
 SALT LAKE CITY, UT 84111

REVISIONS:





ELEVATION 3

SECTION 4

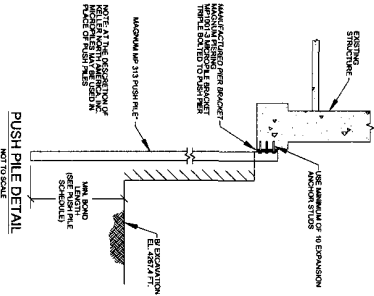
THIS SET OF PLANS SHOWS THE GENERAL INFORMATION NECESSARY FOR CONSTRUCTION OF THE PUSH PIERS FOR 226 SOUTH STATE STREET LOCATED IN SALT LAKE CITY, UTAH.

**CONSTRUCTION SEQUENCE**

1. THE FOLLOWING SEQUENCE SHALL BE CAREFULLY FOLLOWED:  
KELLER NORTH AMERICA, INC. SHALL CONFIRM SAFE & SUITABLE WORKING PLATFORM/AREAS IN PLACE PRIOR TO STARTING WORK. SAFE & SUITABLE WORKING PLATFORM/AREAS SHALL BE LAYOUT PUSH PIER LOCATIONS BASED ON DIMENSIONS SHOWN IN THE PLAN VIEW ON PAGE ONE OF THESE DRAWINGS.
  2. PUSH PIER INSTALLATION
  3. INSTALL PUSH PIER BRACKET BY CONNECTING TO EXISTING CONCRETE WALLS USING A MINIMUM OF TWO 1/2" DIA. ANCHOR BOLTS. BRACKET SHALL BE INSTALLED TO THE EXISTING CONCRETE WALLS USING A MINIMUM OF TWO 1/2" DIA. ANCHOR BOLTS. BRACKET SHALL BE INSTALLED TO THE EXISTING CONCRETE WALLS USING A MINIMUM OF TWO 1/2" DIA. ANCHOR BOLTS. BRACKET SHALL BE INSTALLED TO THE EXISTING CONCRETE WALLS USING A MINIMUM OF TWO 1/2" DIA. ANCHOR BOLTS.
  4. ADVANCE PUSH PIER USING HYDRAULIC RAM UNIT, REPEAL OR A MAXIMUM DEPTH OF 24 FT BELOW THE BOTTOM OF THE EXCAVATION HAS BEEN REACHED.
  5. REPEAT PROCESS FOR ALL PUSH PIERS.
- MATERIALS**
1. MAXIMUM MP-113 PUSH PIER
  2. MAXIMUM MP-113-24" BRACKET
  3. MAXIMUM EXPANSION ANCHOR STUDS

**PUSH PILE SCHEDULE**

NO.	NO. OF PILES	PILE TYPE	PILE LENGTH (FT)	PILE DIA. (IN)	PILE WEIGHT (LBS)	PILE CAPACITY (KIP)	PILE SPACING (FT)	PILE TOTAL WEIGHT (LBS)	PILE TOTAL CAPACITY (KIP)
1	5	MP-113	30	10	1,200	100	10	6,000	500



3241 East 12000 South  
Midvale, UT 84048  
801.261.6546  
www.keller.com

USE OF INFORMATION IS LIMITED TO THE PROJECT AND SITE SPECIFICALLY IDENTIFIED IN THE DRAWINGS. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE WITHOUT THE WRITTEN CONSENT OF KELLER. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE WITHOUT THE WRITTEN CONSENT OF KELLER. THE INFORMATION IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE WITHOUT THE WRITTEN CONSENT OF KELLER.



226 SOUTH STATE STREET  
SALT LAKE CITY, UTAH  
PROJECT NUMBER: 15326004  
DATE: 12/23/2020  
SHEET NUMBER: 3 OF 5

**GENERAL NOTES:**

THIS SET OF PLANS SHOWS THE INFORMATION NECESSARY FOR CONSTRUCTION OF THE TEMPORARY SOIL NAIL AND SHOTCRETE EARTH RETENTION SYSTEM REQUIRED FOR THE 255 SOUTH STATE STREET IN SALT LAKE CITY, UTAH. THE PARTS OF THE PLANS NECESSARY TO COMPLY WITH THE SOIL NAIL WALL ARE SHOWN.

**A. CONSTRUCTION SEQUENCE FOR TEMPORARY SOIL NAIL WALL**

1. EXCAVATION TO BE MAINTAINED AT LEAST 2 FEET BELOW THE PROPOSED SOIL NAIL WALL.
2. PROOF TEST SOIL NAIL MUST BE PERFORMED PRIOR TO DOING ANY EXCAVATION OR DRILLING TO EXPOSE (BY OTHERS) ANY UTILITIES NEAR THE BATH RETENTION SYSTEM. UTILITIES TO BE LEFT IN PLACE SHALL BE CLEARLY MARKED BY OTHERS AND PROTECTED BY REMOVAL OF THE PROPOSED EXCAVATION FACE.
3. SOIL NAIL WALLS SHALL BE CONSTRUCTED IN 5 FOOT STEPS. EACH STEP SHALL BE EXCAVATED (BY OTHERS) TO THE DEPTH OF THE EXCAVATION FACE. EXCAVATION AND DRILLING OF EACH ADDITIONAL LIFT CAN PROCEED ONCE THE PREVIOUS LIFT HAS BEEN PROTECTED BY THE PROPOSED EXCAVATION FACE.
4. EXCAVATE (BY OTHERS) THE FIRST LIFT TO FIVE (5) FEET. EXCAVATE (BY OTHERS) EACH SUBSEQUENT LIFT AS NOT TO EXCEED FIVE (5) FEET TO ELEVATIONS REQUIRED FOR INSTALLATION OF SOIL NAILS (LESS IF SOIL CORES STAND AFTER CUTTING) AS DIRECTED BY KELLER NORTH AMERICA'S SUPERINTENDENT. PERFORM FINAL SOIL TRIMMING (BY OTHERS) TO WITHIN ONE (1) INCH OF THE BACK OF THE SHOTCRETE.
5. LAYOUT THE TIE-INS OF SOIL NAILS.
6. INSTALL THE TIE-INS OF SOIL NAILS USING THE INSTALLATION PROCEDURE DETAILED BELOW. SOIL NAILS MAY BE SHIFTED ONE (1) FOOT IN ANY DIRECTION TO ACCOMMODATE DRILLING POSITIONS.
7. HANG DRUM BOARD & WIRE MESH. APPLY A MINIMUM FOUR (4) INCH LAYER OF SHOTCRETE TO THE EXCAVATION FACE.
8. REPEAT STEPS 3 THROUGH 7 ABOVE UNTIL THE BOTTOM OF WALL ELEVATION IS REACHED AS SHOWN ON THESE DRAWINGS. EXCAVATION AND DRILLING OF EACH ADDITIONAL LIFT CAN PROCEED ONCE THE PREVIOUS LIFT HAS BEEN PROTECTED BY THE PROPOSED EXCAVATION FACE.
9. AT NO TIME SHALL THE EXCAVATION PROCEED LOWER THAN THE BOTTOM OF EXCAVATION ELEVATIONS SHOWN ON THESE DRAWINGS.

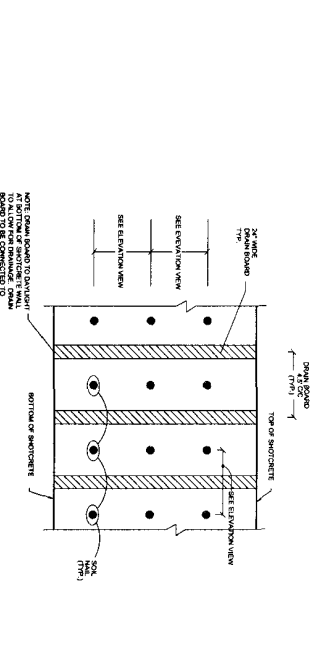
**B. SOIL NAIL INSTALLATION PROCEDURE:**

1. DRILL HOLLOW BAR SOIL NAIL TO THE DEPTH INDICATED ON THESE DRAWINGS.
2. GROUT WILL BE INSTALLED DURING THE DRILLING OF THE HOLLOW BAR SOIL NAIL.

**C. SOIL NAIL TESTING:**

FIVE (5) PERCENT OF THE SOIL NAILS SHALL BE PROOF TESTED. INSTALL THE NAILS USING THE SAME PROCEDURE AS ABOVE. EXCEPT GROUT ONLY THE BOND LENGTH SPECIFIED FOR THE TEST. A MINIMUM OF THREE FEET OF THE SOIL NAIL SHALL BE LEFT FREE OF GROUT DIRECTLY BEHIND THE SHOTCRETE TO ALLOW THE SHOTCRETE TO CURE PROPERLY. THE MOVEMENT OF THE END OF THE SOIL NAIL REMAINING TO AN INSTRUMENT (REFERENCED HEREIN AS SHOWN ON THESE DRAWINGS) SHALL BE MEASURED WITH A SOLI CALIBER BONDING TO 0.001" AND RECORDED FOR EACH LOAD INCREMENT. THE MOVEMENT OF THE END OF THE SOIL NAIL SHALL BE RECORDED FOR EACH LOAD INCREMENT. LOADS SHALL BE APPLIED IN STEPS OF 100 LB. UP TO THE DESIGN LOAD. THE SOIL NAIL SHALL BE TESTED TO FAILURE. THE DESIGN LOAD SHALL BE RECORDED AND THE PROPORTION OF FAILURE SHALL BE RECORDED.

**DRAIN BOARD**  
TOP OF SHOTCRETE  
SOIL NAIL  
SEE ELEVATION VIEW  
SEE ELEVATION VIEW  
SEE ELEVATION VIEW  
VERTICAL OF SHOTCRETE



**PROOF TEST SOIL NAIL ACCEPTABILITY:**

AT THE MAXIMUM LOAD OF TEST SOIL NAIL MOVEMENT SHALL BE MEASURED AND RECORDED AT 0.1, 2, 3, 4, 5, 6 AND 10 MINUTES. A PROOF TEST SOIL NAIL IS ACCEPTABLE IF THE MOVEMENT OF THE END IS LESS THAN OR EQUAL TO THE MOVEMENT INDICATED ON THESE DRAWINGS. THE MOVEMENT OF THE END OF THE SOIL NAIL SHALL BE RECORDED FOR EACH LOAD INCREMENT. LOADS SHALL BE APPLIED IN STEPS OF 100 LB. UP TO THE DESIGN LOAD. THE SOIL NAIL SHALL BE TESTED TO FAILURE. THE DESIGN LOAD SHALL BE RECORDED AND THE PROPORTION OF FAILURE SHALL BE RECORDED.

**E. MATERIALS:**

THE FOLLOWING MATERIALS WILL BE USED IN THE CONSTRUCTION OF THE SOIL NAIL WALL:

1. SOIL NAIL SHALL BE 2" DIA. BARS WITH 10 BAR SPACING.
2. WIRE MESH - ASTM A1064 WELDED WIRE MESH.
3. SHOTCRETE - FC = 4,000 PSI MINIMUM.
4. GROUT - PORTLAND CEMENT AND TIBEXAS SHALL BE EITHER OF THE FOLLOWING:
  - A. NEAT CEMENT GROUT WITH A WATER-CEMENT RATIO NO EXCEEDS 4 GALLONS OF WATER PER BAG OF CEMENT WITH PUMP.
  - B. PORTLAND CEMENT AND TIBEXAS SHALL BE EITHER OF THE FOLLOWING:
    - 1. PORTLAND CEMENT AND TIBEXAS SHALL BE EITHER OF THE FOLLOWING:
      - A. NEAT CEMENT GROUT WITH A WATER-CEMENT RATIO NO EXCEEDS 4 GALLONS OF WATER PER BAG OF CEMENT WITH PUMP.
      - B. PORTLAND CEMENT AND TIBEXAS SHALL BE EITHER OF THE FOLLOWING:
        - 1. PORTLAND CEMENT AND TIBEXAS SHALL BE EITHER OF THE FOLLOWING:
          - A. NEAT CEMENT GROUT WITH A WATER-CEMENT RATIO NO EXCEEDS 4 GALLONS OF WATER PER BAG OF CEMENT WITH PUMP.

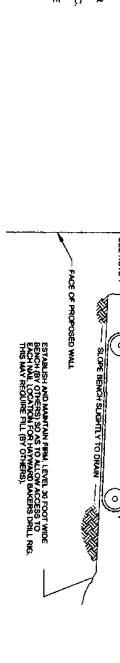
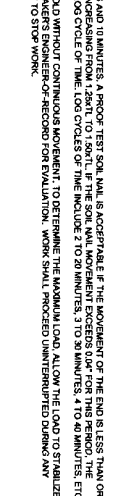
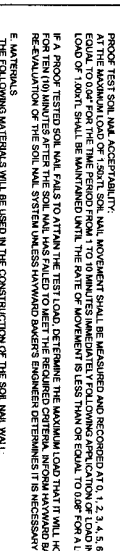
**PROOF TEST SOIL NAIL ACCEPTABILITY:**

AT THE MAXIMUM LOAD OF TEST SOIL NAIL MOVEMENT SHALL BE MEASURED AND RECORDED AT 0.1, 2, 3, 4, 5, 6 AND 10 MINUTES. A PROOF TEST SOIL NAIL IS ACCEPTABLE IF THE MOVEMENT OF THE END IS LESS THAN OR EQUAL TO THE MOVEMENT INDICATED ON THESE DRAWINGS. THE MOVEMENT OF THE END OF THE SOIL NAIL SHALL BE RECORDED FOR EACH LOAD INCREMENT. LOADS SHALL BE APPLIED IN STEPS OF 100 LB. UP TO THE DESIGN LOAD. THE SOIL NAIL SHALL BE TESTED TO FAILURE. THE DESIGN LOAD SHALL BE RECORDED AND THE PROPORTION OF FAILURE SHALL BE RECORDED.

BAR SIZE	SOIL NAIL BOND CAPACITY
1.4IN	0.8 KIP/SFT

**PROOF TEST SOIL NAIL ACCEPTABILITY:**

AT THE MAXIMUM LOAD OF TEST SOIL NAIL MOVEMENT SHALL BE MEASURED AND RECORDED AT 0.1, 2, 3, 4, 5, 6 AND 10 MINUTES. A PROOF TEST SOIL NAIL IS ACCEPTABLE IF THE MOVEMENT OF THE END IS LESS THAN OR EQUAL TO THE MOVEMENT INDICATED ON THESE DRAWINGS. THE MOVEMENT OF THE END OF THE SOIL NAIL SHALL BE RECORDED FOR EACH LOAD INCREMENT. LOADS SHALL BE APPLIED IN STEPS OF 100 LB. UP TO THE DESIGN LOAD. THE SOIL NAIL SHALL BE TESTED TO FAILURE. THE DESIGN LOAD SHALL BE RECORDED AND THE PROPORTION OF FAILURE SHALL BE RECORDED.



**DETAIL - TYPICAL BENCH REQUIREMENTS**  
NO SCALE

NOTE 1: BENCHES SHALL BE CONSTRUCTED WITH PORTLAND CEMENT AND TIBEXAS SHALL BE EITHER OF THE FOLLOWING: A. NEAT CEMENT GROUT WITH A WATER-CEMENT RATIO NO EXCEEDS 4 GALLONS OF WATER PER BAG OF CEMENT WITH PUMP. B. PORTLAND CEMENT AND TIBEXAS SHALL BE EITHER OF THE FOLLOWING: 1. PORTLAND CEMENT AND TIBEXAS SHALL BE EITHER OF THE FOLLOWING: A. NEAT CEMENT GROUT WITH A WATER-CEMENT RATIO NO EXCEEDS 4 GALLONS OF WATER PER BAG OF CEMENT WITH PUMP.

THIS DRAWING HAS BEEN PREPARED BASED UPON INFORMATION PROVIDED BY THE OWNER OR GENERAL CONTRACTOR. THE DESIGNER DOES NOT REPRESENT THE ACCURACY OF ANY INFORMATION PROVIDED BY THE OWNER OR GENERAL CONTRACTOR. THE DESIGNER IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF THE PROJECT.

**KELLER**

8541 North Valley View, Suite 200, Salt Lake City, UT 84124  
801.487.0200  
www.keller.com

DATE OF PROPOSAL AND DESIGN: 12/23/2020

PROJECT NUMBER: 15324XXX  
SHEET NUMBER: 4 OF 5

255 SOUTH STATE STREET  
SALT LAKE CITY, UTAH

DETAILS & NOTES

4 OF 5

