

After recording, please return to:
Salt Lake City Corporation
Real Estate Services
451 South State Street, Room 425
P.O. Box 145460
Salt Lake City, Utah 84114-5460

13949544 B: 11337 P: 6635 Total Pages: 9
05/10/2022 01:10 PM By: jlucas Fees: \$0.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SL CITY PROPERTY MANAGEMENT
PO BOX 145460 SALT LAKE CITY, UT 84114



GRANT OF MIDBLOCK WALKWAY EASEMENT

THIS MIDBLOCK WALKWAY EASEMENT AGREEMENT (this “**Agreement**”) is made this 13th DAY OF APRIL 2022, by 530 WEST LLC, a Utah limited liability company (“**Grantor**”) and SALT LAKE CITY CORPORATION and its respective successors, assigns, licensees, and agents (“**City**”).

RECITALS

A. Grantor is the owner of that certain real property located in Salt Lake City, Salt Lake County, Utah, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “**Property**”).

B. Grantor intends to develop a multifamily apartment complex and associated parking together with related improvements on the Property (the “**Project**”).

C. In connection with the Project, the City requires Grantor to grant a non-exclusive easement over, across and through that portion of the Property as more particularly described and depicted on Exhibit B attached hereto and incorporated herein by this reference (the “**Easement Area**”), for the passage of pedestrians on, over, across and through an east-west midblock walkway (the “**Midblock Walkway**”) that is to be constructed within the Easement Area, all subject to the terms, conditions and provisions contained herein.

AGREEMENT

NOW THEREFORE, for and in consideration of the premises and the sum of Ten and No/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Subject to the terms and conditions of this Agreement, Grantor hereby grants and conveys to City and the public a perpetual, non-exclusive easement (the “**Easement**”) on, over, across and through the Easement Area for the purposes of pedestrian ingress and egress through the Midblock Walkway and Easement Area and limited vehicular access into the parking garage. In no event shall the public and/or City have the right to enter onto other portions of the Property without the express consent of Grantor, which consent may be withheld for any or no reason in the sole and absolute discretion of Grantor.

2. Grantor Reservations. Grantor hereby reserves the right, on behalf of itself, its agents, tenants, and invitees, to use the Property for any use or purpose whatsoever, including,

PROPERTY OF SALT LAKE
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SALT LAKE CITY, UTAH 84114-5515

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without limitation, the right to install any landscaping, irrigation systems, utilities, or other improvements on, under, across, or over, the Easement Area, so long as such uses do not unreasonably interfere with City's or the general public's use of the Easement Area for the purposes described in Section 1, unless otherwise limited pursuant to this Agreement.

3. No Barriers. Except as provided in Section 4, neither party shall construct any wall, impediment, or other structure on any portion of the Easement Area, or engage in any other act, which would unreasonably obstruct, close, impede the use of, or otherwise interfere with the rights granted herein to the general public for access over, across, and through the Easement Area.

4. Construction; Maintenance. Grantor acknowledges and agrees that, in connection with the Project, it shall construct or cause to be constructed the Midblock Walkway in substantial accordance with plans and specifications for the Project approved by the City and otherwise in compliance with City requirements. During the construction of the Midblock Walkway and Project, Grantor shall have the right to limit and/or prohibit public access to the Midblock Walkway for such periods as Grantor may reasonably determine is necessary to protect the safety and welfare of the general public. During the construction of the Project, if use of the Midblock Walkway adversely impacts or interferes with the construction of the Project, Grantor shall have the right to limit and/or prohibit public access to the Midblock Walkway for such periods as Grantor may reasonably determine is necessary to mitigate the adverse impact or interference. Grantor shall, at its sole cost and expense, use commercially reasonable efforts to (a) construct, repair, replace, restore, and maintain the Easement Area in an attractive, well-maintained condition, (b) keep the Easement Area reasonably clean and free of rubbish, debris, filth, refuse, snow, ice, standing water, graffiti, and hazards to persons using the Easement Area, and (c) inspect the Easement Area on a regular basis to detect needed repairs or maintenance. City shall have no obligation whatsoever to repair, replace, restore, or maintain the Easement Area.

5. Indemnification. Grantor shall indemnify and hold harmless City from and against any and all loss, cost, expense, damages, or liability, including reasonable attorney fees, arising out of, as a result of, or in connection with, any claim, demand, action, suit, or proceeding made, threatened, or brought against City, by any person or entity using the Easement Area, arising in connection with Grantor's acts, omissions, negligence, or willful misconduct in connection with the Easement Area, including without limitation any claims of personal injury, bodily injury, death, and property damages, except to the extent attributable to and arising from the gross negligence or willful misconduct of City or its agents.

6. Insurance. Grantor will obtain and maintain at all times, in full force and effect, a policy of general liability insurance issued by an insurance company authorized to do business in the State of Utah. Each such liability insurance policy shall include the Easement Area as part of the description of the property insured. Upon written request, Grantor shall provide evidence of such insurance policy to City.

7. Right to Cure. Should Grantor fail to timely perform any of its obligations hereunder and such failure shall continue for thirty (30) days after its receipt of written notice from City (or, if a cure reasonably takes longer than thirty (30) days to effect, such longer period as may be required to cure if the cure is commenced within thirty (30) days and thereafter diligently prosecuted to completion) then City shall, in addition to any other remedy provided at law or in

this Agreement, have the right (but not the obligation) to perform such obligation on behalf of Grantor. Grantor shall reimburse City for the cost incurred by City in performing Grantor's obligations, together with interest on all amounts advanced at the rate of six percent (6%) per annum within ten (10) days after receipt of billing therefor and proof of payment thereof.

8. Enforcement. In the event Grantor does not reimburse City within such ten (10) days, City shall have the right to exercise any and all rights which such curing party might have at law or in equity to collect the same, including the right to record a lien against the Property (provided it is subordinate to any bona fide recorded deed of trust). In the event of any violation or threatened violation of any provision of this Agreement City shall have the right, in addition to any other remedies herein or by law provided, to enjoin such violation or threatened violation.

9. Notice. All notices, demands, requests, and other communications required or permitted in this Agreement shall be in writing and shall be either hand delivered or mailed by United States mail, registered or certified with return receipt requested and postage prepaid, addressed as follows:

If to Grantor: 530 WEST LLC
 Attn: Tim Stephens
 222 S. Main Street, Suite 1760
 Salt Lake City, UT 84101

If to City: Salt Lake City Corporation
 Real Estate Services
 451 South State Street, Room 425
 P.O. Box 145460
 Salt Lake City, Utah 84114-5460

Notices and demands shall be deemed effective upon receipt if hand delivered, or three (3) days after the date postmarked if properly mailed. The person and place to which notices are to be given may be changed by a party by notice to the other parties pursuant to this Section.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

11. Amendments. This Agreement may not be amended, supplemented or otherwise modified except by an instrument in writing executed by the Grantor and City.

12. Severability. The provisions of this Agreement shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or portion thereof unless such deletion shall destroy the easements, rights and covenants that this Agreement intended to create.

13. Running with the Land. This Agreement, including the Easement, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions, covenants, and conditions running with the Property (including the Easement Area) for the benefit of City. This Agreement shall be binding on and inure to the benefit of all persons having or acquiring fee

title to the Property, all upon the terms, provisions and conditions set forth herein. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives, assigns, and transferees.

14. Counterparts. This Agreement may be executed in several counterparts, each of which may be deemed to be an original, and all of such counterparts together shall constitute on and the same agreement.

15. Entire Agreement. This Agreement and the exhibits hereto contain all of the representations and the entire agreement between the parties with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements between the parties or any of them with respect to the subject matter hereof are merged herein and replaced by this Agreement.

16. Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees. Grantor represents that it has 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 the 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.

[Signatures on Next Page]

IN WITNESS WHEREOF, the undersigned have set their hands and seals as of the day and year first above written.


GRANTOR:

530 West LLC, a Utah limited liability company

BRDBHP OZ JV I LLC, a Delaware limited liability company, its sole member

By: DBHP Greektown, LLC, a Delaware limited liability company, its managing member

By: HP Greektown LLC, a Utah limited liability company, its managing member

By: 
George Arnold

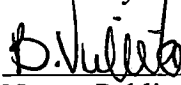
Title: Managing Member

Date: 4.13.2022

STATE OF Utah §
 §
COUNTY OF Salt Lake §

This instrument was acknowledged before me on the 13th day of April, 2022, by Villeta, Bridget of 530 WEST LLC, a Utah limited liability company, on behalf of said limited liability company.

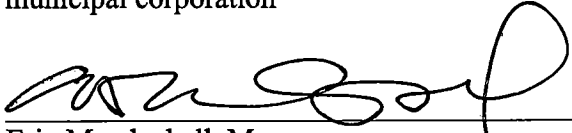
WITNESS my hand and official seal.


Notary Public




CITY:


SALT LAKE CITY CORPORATION, a Utah municipal corporation


Erin Mendenhall, Mayor 5.9.22

APPROVED AS TO FORM:
Salt Lake City Attorney's Office


Kimberly Chytraus, Senior City Attorney

ATTEST:
Salt Lake City Recorder's Office


City Recorder
Minutes + Records Clerk

RECORDED

MAY 09 2022

CITY RECORDER

State of Utah

County of Salt Lake

On this 09 day of May, in the year 20 22, before me, Kaitlyn Concepcion (name of notary), personally appeared Erin Mendenhall (name of document signer), proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged he/she/they executed the same.

Notary Signature 

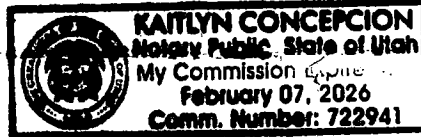


Exhibit A

Property Legal Description

All of Lot 3, McCarthy's Subdivision recorded June 9, 2015 as Entry No, 1267482 in Book 2015 of Plats, at Page 128 in the Office of the Salt Lake County Recorder and further described in that Warranty Deed recorded February 14, 2019 as Entry No. 12934540 in Book 10753, at Page 416 in the Office of said Recorder.

The Above described Lot contains 54,237 sq. ft. in area of 1.245 acres, more or less.

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Exhibit A

Exhibit B

Easement Area

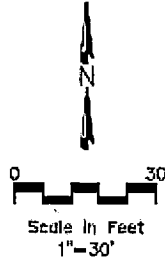
An easement being a part of Lot 3, McCarthy's Subdivision recorded June 9, 2015 as Entry No. 12067482 in Book 2015 of plats, at Page 128 in the Office of the Salt Lake County Recorder. Said access easement is located in the Northwest Quarter of Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian and is described as follows:

Beginning at a point on the southerly line of said Lot 3, which is 238.27 feet N. 89°47'00" W. from the southeasterly corner of said Lot 3; thence N. 89°47'00" W. (Plat = S89°58'22" W) 26.00 feet along the southerly line of said Lot 3; thence North 119.21 feet; thence N. 37°00'36" W. 13.62 feet to the northerly line of said Lot 3; thence S. 89°43'47" E. (Plat = S89°58'27"E) 26.00 feet along said northerly line; thence S. 35°42'04" E. 14.05 feet; thence South 118.66 feet to the Point of Beginning.

The above-described release of easement contains 3,379 square feet in area or 0.077 acre more or less.

BASIS OF BEARING: N. 89°47'00" W. along the monument line of 200 South Street between the street monuments at 500 West Street and 600 West Street.

LINE TABLE		
LINE #	LENGTH	BEARING
L1	13.62	N37° 00' 36"W
L2	14.05	S35° 42' 04"E



LOT 1
MCCARTHEY'S
SUBDIVISION
E#12057482,
PG: 2015P, BK: 128

LP GATEWAY RESIDENCES
15-01-108-033

CARUC LAND HOLDINGS, LLC
15-01-108-032

LOT 2
MCCARTHEY'S SUBDIVISION
E#12057482, PG: 2015P, BK: 128

SOCIETYFIELD
INVESTMENTS
15-01-108-031

530 WEST, LLC
15-01-108-034
530 W 200 S

LOT 3
MCCARTHEY'S SUBDIVISION
E#12057482, PG: 2015P, BK: 128

S89°43'47"E 26.00'

Access Easement

NORTH 119.22'

SOUTH 118.66'

POB

N89°47'00"W 26.00'

LEGEND

- Lot 3 Boundary
- Adjacent Parcel
- Access Easement Area

200 SOUTH STREET

EXHIBIT "B"

530 WEST LLC
Access Easement

Assessor Parcel No:
15-01-108-034

Part of the Northwest and Southwest Quarter
Sec. 6, T.6S., R.3E., S.L.B.&M.

PREPARED BY:

CIR | CIVIL ENGINEERING
+ SURVEYING

3832 South 1030 West, Suite 202, Salt Lake City, Utah 84119

May 8, 2021

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