

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

Redevelopment Agency of Salt Lake City
c/o Salt Lake City Recorder's Office
City and County Building
451 South State Street, Room 415
PO Box 145515
Salt Lake City, Utah 84114-5515

14007757 B: 11368 P: 1898 Total Pages: 17
08/29/2022 12:13 PM By: ggasca Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

Parcel ID No. 08-36-205-047-0000

WALKWAY EASEMENT AGREEMENT

THIS WALKWAY EASEMENT AGREEMENT ("**Agreement**") is made by HARVEST UT OWNER LLC, a Delaware limited liability company ("**Owner**"), in favor of the REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public entity ("**RDA**"), and SALT LAKE CITY CORPORATION, a Utah municipal corporation ("**City**") to be effective as of the date the City Recorder attests and countersigns this Agreement ("**Effective Date**").

RECITALS

A. The RDA sold to Owner's predecessor-in-interest certain real property located between 500 and 600 North and 300 West and Lot A of the Marmalade district, in Salt Lake City, Utah (as more particularly described on Exhibit A attached hereto, the "**Property**") under certain conditions as set forth in that Development Agreement dated March 20, 2019 recorded in the official records of Salt Lake County, Utah on March 22, 2019 as Entry No. 12954844 (as further amended from time to time, the "**Development Agreement**").

B. In consideration of RDA agreeing to sell the Property and pursuant to the terms of the Development Agreement, Owner has agreed to grant a perpetual non-exclusive pedestrian easement ("**Easement**") for access over, across, and through the Easement Area (as hereinafter defined) in the areas shown on the Site Plan attached hereto as Exhibit B (the "**Site Plan**"), as provided herein.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. EASEMENT

1.1 **Walkway Easement.** Owner hereby grants and conveys to each of RDA and City a perpetual non-exclusive easement and right of way solely for pedestrian access by the public on and over the area shown on the Site Plan and more particularly described in Exhibit C ("**Easement Area**") solely from the hours of 8:00 a.m. to 10:00 p.m. seven days a week ("**Operating Hours**"). For the avoidance of doubt, Owner shall have the right to prohibit public access to the Easement Area from 10:00 p.m. to 8:00 a.m. seven days a week. The Easement only extends across the Easement Area and does not include the right for the public to enter the remainder of the Property without the permission of the Owner,

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AUG 24 2022

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which permission may be withheld for any reason or no reason, in Owner's sole and exclusive discretion.

1.2 **Design and Construction of Pedestrian Easement.** Owner shall design and construct, at Owner's sole cost and expense and in Owner's reasonable discretion, the improvements for the enjoyment of the Easement.

1.3 **Limited Construction.** Neither Owner nor its successors and assigns shall construct any wall, impediment, or other vertical structure prohibiting pedestrian access during Operating Hours on any portion of the Easement Area, except for those existing as of the date of this Agreement and shown on the Site Plan attached hereto as Exhibit B, 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.

2. MAINTENANCE AND REPAIR

Owner shall at its sole cost and expense: repair, replace, restore, and maintain the Easement Area in an attractive, well-maintained condition, as determined in Owner's reasonable discretion; 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 inspect the Easement Area on a regular basis in order to detect needed repairs or maintenance. City and RDA shall have no obligation whatsoever to repair, replace, restore, or maintain the Easement Area.

3. RESERVATION OF RIGHTS.

3.1 **Regulations.** Owner reserves all right, title, and interest in and to the Easement Area and the use and enjoyment of the Easement Area so long as such use and enjoyment does not unreasonably interfere with the Easement created in this Agreement, including landscaping, or beautifying the Easement Area. Owner may adopt content-neutral time, place, and manner regulations on the use of the Easement Area, including, but not limited to: (i) temporarily closing the Easement Area in the event of an emergency or as reasonably necessary to ensure public safety or prevent damage to the Property as reasonably determined by Owner; and (ii) temporarily closing the Easement Area during periods of time as reasonably determined by Owner when Owner is performing maintenance, repair, or snow and ice removal duties or during periods of construction within or adjacent to the Easement Area. In any event, Owner shall not impose any regulations contrary to law, including regulations that violate the Utah or U.S. Constitutions.

4. DEFAULT

4.1 **Right to Cure.** Should Owner 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 RDA or 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 RDA or 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 Owner. Owner shall reimburse RDA or City, as the case may be, for the cost incurred by City or RDA in performing Owner's obligations, together with interest on all amounts advanced at the rate of six percent (6%) per annum (the "**Default Rate**") within ten (10) days after receipt of billing therefor and proof of payment thereof.

4.2 **Enforcement.** In the event Owner does not reimburse RDA or City within such ten (10) days, RDA or City shall have the right to exercise all rights which such curing party might have at law or in equity to collect the same. In the event of any violation or threatened violation of any provision of this Agreement, RDA or City shall have the right, in addition to any other remedies herein or by law provided, to enjoin such violation or threatened violation.

5. NOTICES

All notices, demands, requests, and other communications required or permitted hereunder 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, or sent by nationally recognized overnight carrier, addressed as follows:

If to Owner: Harvest UT Owner LLC
c/o Cadre
419 Park Avenue South, 12th Floor
New York, NY 10016
Attention: Legal Department

If to City: Salt Lake City Corporation
City & County Building, Suite 505
P.O. Box 145478
Salt Lake City UT 84114-5478
Attn: Salt Lake City Attorney

If to RDA: Redevelopment Agency of Salt Lake City
City and County Building
451 South State Street, Room 118
PO Box 145518
Salt Lake City, Utah 84114-5518
Attn: Director

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.

6. INDEMNIFICATION

Owner shall release, indemnify, defend, and hold harmless each of RDA and City from and against any and all judgments, claims, expenses, causes of action, damages, and liabilities (including reasonable attorneys' fees and actual costs) (the "**Claims or Actions**"), directly or indirectly arising out of the acts, negligence, willful misconduct, errors, or omissions of Owner (or any other party acting by, through, or under Owner, including without limitation a tenant) in connection with the Easement and the Easement Area including, without limitation, any Claims or Actions relating to Owner's (or any such other party's) design, construction, use, operation, maintenance, repair, or security of the Easement or the Easement Area. If RDA or City's tender of defense, based upon this indemnity provision, is rejected by Owner, and Owner is later found by a court of competent jurisdiction to have been required to indemnify City or RDA, then in addition to any other remedies City or RDA may have, Owner shall pay City and RDA's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Owner to indemnify the indemnitee against the indemnitee's own negligence or willful misconduct.

7. GENERAL PROVISIONS

7.1 **Constructive Notice and Acceptance.** Every person or entity who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to be bound by every covenant, condition, and restriction contained herein, whether any reference to this Agreement is contained in the instrument by which such person or entity acquired an interest in the Property.

7.2 **Effect of Invalidation.** If any provision (by reference or otherwise) of this Agreement is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

7.3 **Amendments.** This Agreement may not be modified or rescinded, in whole or in part, except in a written amendment executed by Owner, City, and RDA. Any such written amendment shall become valid when recorded with the Salt Lake County Recorder's Office against the Property.

7.4 **Rights of RDA and City.** The Parties acknowledge and agree that RDA and City are each deemed a beneficiary of the terms and conditions of this Agreement and the covenants, conditions, and the rights of RDA and City set forth in this Agreement shall run in favor of RDA and City.

7.5 **Covenants/Easements to Run with Land.** The Easement and other rights and obligations conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors, and assigns.

7.6 **Governing Law.** This Agreement shall be construed, interpreted, and applied in accordance with the laws of the State of Utah.

7.7 **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.

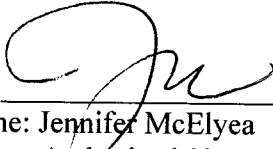
7.8 **Representation Regarding Ethical Standards for City Officers and Employees and Former City Officers and Employees.** Owner represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (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 following pages.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER:

HARVEST UT OWNER LLC

By: 
Name: Jennifer McElyea
Its: Authorized Signatory

^{SP}
STATE OF _____)
: ss.

COUNTY OF _____)

On this _____ day of _____, 2022 personally appeared before me Jennifer McElyea the Authorized Signatory of Harvest UT Owner LLC, a Delaware limited liability company.

NOTARY PUBLIC
Residing at: _____

My Commission Expires:

See attached Acknowledgment

**CALIFORNIA ALL PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

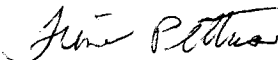
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Los Angeles }

On August 19, 2022, before me, TRINA PETTUS, Notary Public, personally appeared, **JENNIFER MCELYEA**, who 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 she executed the same in her authorized capacity, and that by her signature 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.



Trina Pettus, Notary Public



===== OPTIONAL =====

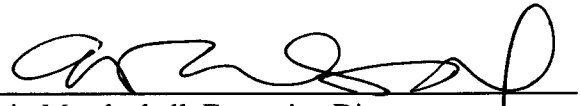
**NAME OF DOCUMENT: WALKWAY EASEMENT AGREEMENT, for Parcel
#08-36-205-047-0000**

NUMBER OF PAGES: 14 (13 + 1 NOTARY PAGES)

My commission expires: JULY 16, 2025

RDA:

REDEVELOPMENT AGENCY OF SALT LAKE CITY

By 
Erin Mendenhall, Executive Director

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



Attest and countersigned:
Salt Lake City Recorder's Office

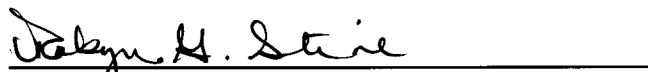


Minutes & Records Clerk

RECORDED
AUG 24 2022
CITY RECORDER

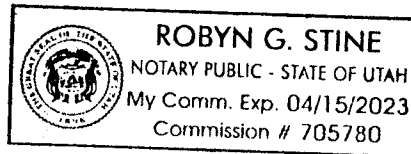
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 24th day of August, 2022, personally appeared before me Erin Mendenhall, who being by me duly sworn did say she is the Executive Director of the Redevelopment Agency of Salt Lake City, and that the within and foregoing instrument was signed on behalf of said RDA.



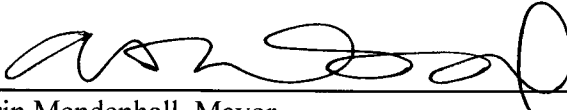
NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:
4/15/2023



CITY:

SALT LAKE CITY CORPORATION

By 
Erin Mendenhall, Mayor

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


ALISON PARKS (08/22, 2022, 13/231/01)

Attest and countersign:
Salt Lake City Recorder's Office


Minutes & Records Clerk


RECORDED

AUG 24 2022

CITY RECORDER

STATE OF UTAH)
: ss.
COUNTY OF SALT LAKE)

On the 24th day of August, 2022, personally appeared before me Erin Mendenhall, who being by me duly sworn did say she is the Mayor of Salt Lake City Corporation, and that the within and foregoing instrument was signed on behalf of Salt Lake City Corporation.


NOTARY PUBLIC
Residing at: Salt Lake City

My Commission Expires:
4/15/2023

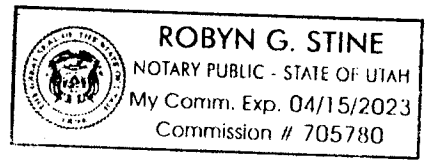


Exhibit A
(To Easement Agreement)

Legal Description of Property

PARCEL 1:

A parcel of land lying and situate in the Northeast quarter of Section 36, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point on the East line of 300 West Street and the Southwest corner of Lot 2, Marmalade District, recorded January 15, 2014 in Book 2014P at Page 9, in the office of the Salt Lake County Recorder; thence North 00°01'28" East 513.17 feet along the East right of way line of 300 West Street; thence North 89°59'33" East 201.90 feet along the South right of way line of 600 North Street; thence South 00°01'15" West 177.50 feet; thence North 89°59'33" East 7.71 feet; thence South 00°01'15" West 161.36 feet; thence North 89°56'19" West 90.22 feet; thence South 00°14'04" West 174.74 feet; thence North 89°51'18" West 118.76 feet to the point of beginning.

PARCEL 1A:

Easements as disclosed in that certain Master Declaration of Covenants, Conditions and Restrictions of Marmalade Block Development, recorded August 4, 2014 as Entry No. 11892206 in Book 10250 at Page 5468.

PARCEL 1B:

Easements as disclosed in that certain Easement recorded March 23, 2017, as Entry No. 12501445, in Book 10540, at Page 8110.

PARCEL 1C:

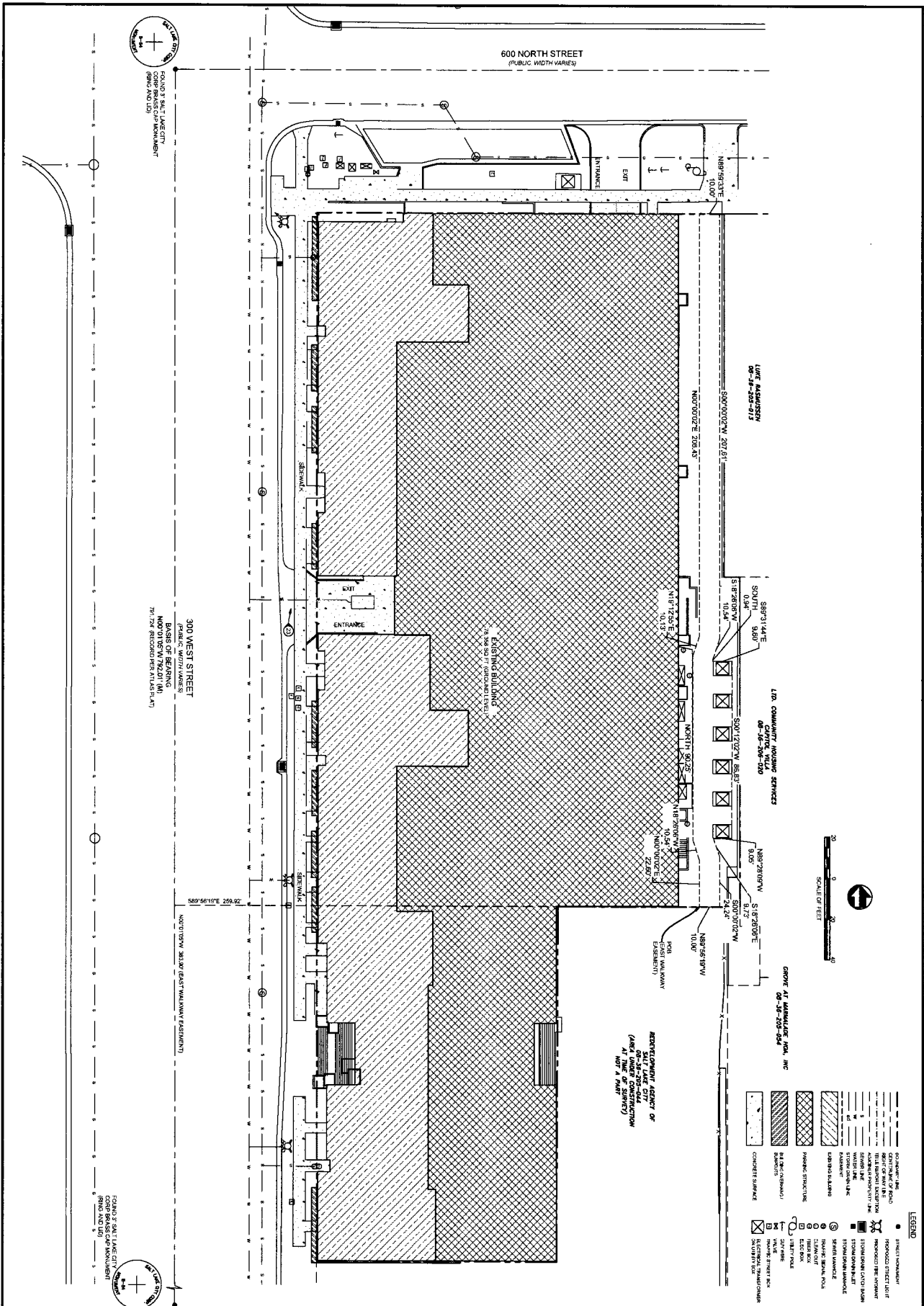
Easements as disclosed in that certain Easement Agreement recorded February 24, 2014 as Entry No. 11808936 in Book 10213 at Page 1795.

Tax Id 08-36-205-047
No.:

Exhibit B
(To Easement Agreement)

Site Plan

[attached]



SRV	PSOMAS 473 Riverton Road, Suite 200 Salt Lake City, Utah 84123 (801) 270-5777 (801) 270-5782 (FAX)
SRV	
JT	

**EXHIBIT EAST WALKWAY
 MARMALADE
 SALT LAKE CITY, UTAH**

DATE	8-9-2022
SCALE	1"=20'
PROJECT NO.	8CAL030100

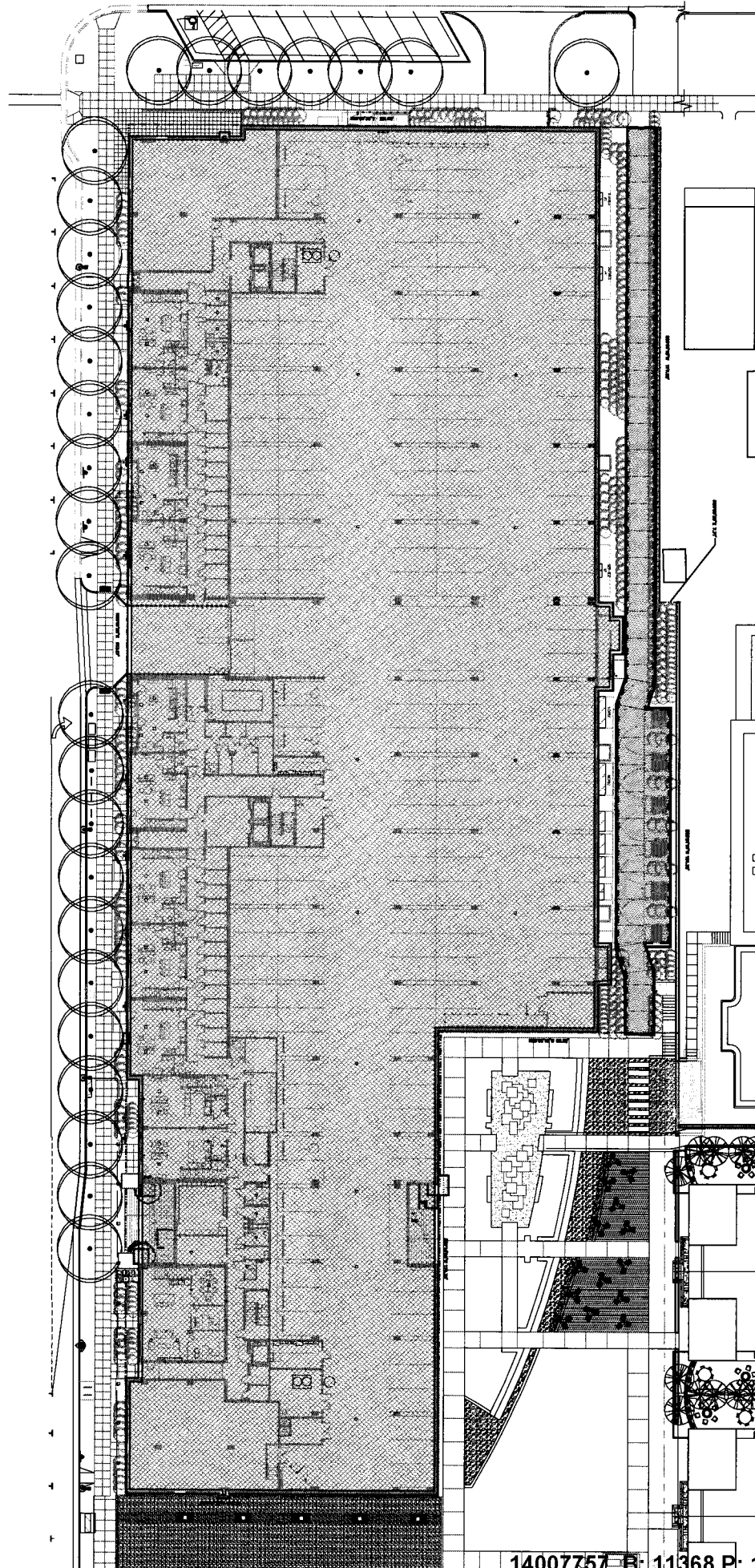


Exhibit C
(To Easement Agreement)

Legal Description of Easement Area

A parcel of land lying and situate in the Northeast Quarter of Section 36, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point being on the southerly line of Lot 2 of Marmalade District, recorded January 15, 2014 as Entry No. 11789868 in Book 2014P at Page 9 in the office of the Salt Lake County Recorder, said point also being 383.90 feet North 00°01'05" West and 259.92 feet South 89°56'19" East from the monument in the intersection of 300 West Street and 500 North Street and running thence North 00°00'02" East 22.60 feet; thence North 18°26'06" West 10.54 feet; thence North 90.25 feet; thence North 19°12'55" East 10.13 feet; thence North 00°00'02" East 206.43 feet to south line of 600 North Street; thence, along said south line of 600 North Street, North 89°59'33" East 10.00 feet; thence South 00°00'02" West 207.61 feet; thence South 18°26'06" West 10.54 feet; thence South 0.94 feet; thence South 89°31'44" East 9.60 feet; thence South 00°12'02" West 86.83 feet; thence North 89°28'09" West 9.05 feet; thence South 18°26'06" East 9.73 feet; thence South 00°00'02" West 24.23 feet to the aforesaid southerly line of Lot 2 of Marmalade District; thence, along said southerly line of Lot 2 of Marmalade District, North 89°56'19" West 10.00 feet to the Point of Beginning.

Less and except any portion thereof on which vertical improvements or structures exist as of the date of this Agreement that are reflected on the Site Plan attached as Exhibit B.

Contains 4,219 Square Feet (0.097 Acres)









92.1.23.4482 Walkway Easement Agmt

Final Audit Report

2022-08-15

Created:	2022-08-15
By:	Robyn Stine (robyn.stine@slcgov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAzy5oJgC9JuUujBpfBcwPufLJnaD4xHU

"92.1.23.4482 Walkway Easement Agmt" History

-  Document created by Robyn Stine (robyn.stine@slcgov.com)
2022-08-15 - 5:33:16 PM GMT
-  Document emailed to Mike Burns (mike.burns@slcgov.com) for signature
2022-08-15 - 5:35:10 PM GMT
-  Email viewed by Mike Burns (mike.burns@slcgov.com)
2022-08-15 - 6:47:59 PM GMT
-  Document e-signed by Mike Burns (mike.burns@slcgov.com)
Signature Date: 2022-08-15 - 6:50:49 PM GMT - Time Source: server
-  Document emailed to Allison Parks (allison.parks@slcgov.com) for signature
2022-08-15 - 6:50:51 PM GMT
-  Email viewed by Allison Parks (allison.parks@slcgov.com)
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-  Document e-signed by Allison Parks (allison.parks@slcgov.com)
Signature Date: 2022-08-15 - 6:51:53 PM GMT - Time Source: server
-  Agreement completed.
2022-08-15 - 6:51:53 PM GMT



92.1.23.4482 Walkway Easement Agmt_routed_signed by Harvest

Final Audit Report

2022-08-22

Created:	2022-08-22
By:	Robyn Stine (robyn.stine@slcgov.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAASUGODSOI1CKApMzVX7RwWA2m3Vy_I9N

"92.1.23.4482 Walkway Easement Agmt_routed_signed by Harvest" History

-  Document created by Robyn Stine (robyn.stine@slcgov.com)
2022-08-22 - 7:12:07 PM GMT
-  Document emailed to Allison Parks (allison.parks@slcgov.com) for signature
2022-08-22 - 7:12:49 PM GMT
-  Email viewed by Allison Parks (allison.parks@slcgov.com)
2022-08-22 - 7:19:55 PM GMT
-  Document e-signed by Allison Parks (allison.parks@slcgov.com)
Signature Date: 2022-08-22 - 7:21:17 PM GMT - Time Source: server
-  Agreement completed.
2022-08-22 - 7:21:17 PM GMT



Salt Lake City Corporation
CAMP DOCUMENT ROUTING FORM
CITY SIGNATURE AND ACTIVATION PROCESS

RECORDED
AUG 24 2022
CITY RECORDER

August 15, 2022

Contract Number:	92-1-23-4482	Project:	
Contractor:	53598 HARVEST UT OWNER LLC		
Contract Title:	WALKWAY EASEMENT AGREEMENT		
Monitor:	CARA LINDSLEY		

Please complete your Step and forward to the next Step.

STEP 1	ACCOUNTING DIVISION - Encumber Funds
<p>Leave Blank</p> <p>For</p> <p>Date Stamp</p>	<p>I certify that funds are available. <u>NA</u></p> <p>OR</p> <p>I certify that no encumbrance is required at this time and any future encumbrance will be checked against available budget by the accounting system .</p> <p style="text-align: right;"><u>mike burns</u> 08/15/2022</p> <p style="text-align: right;">Accounting Signature Date</p> <p>Funding Source: <u>NA</u></p> <p style="text-align: center;">Dept Cost Center Object Code \$ <u>NA</u></p> <p>Attach additional paperwork if more funding sources are needed. Limit \$ <u>NA</u></p>

STEP 2	CITY ATTORNEY'S OFFICE - Final Approval
<p>Leave Blank</p> <p>For</p> <p>Date Stamp</p>	<p>Attorney: <u>Allison Parks</u> Insurance Required: <u>N</u></p> <p>Perf Bond Required: <u>N</u></p> <p>Pmt Bond Required: <u>N</u></p> <p>This document has been approved as to form. <u>[Signature]</u> 08/15/22</p> <p style="text-align: right;">Attorney's Signature Date</p>

STEP 3	- Sign Document
<p>Leave Blank</p> <p>For</p> <p>Date Stamp</p>	<p>INSTRUCTIONS: TO BE NOTARIZED</p> <p>Sign ALL documents.</p> <p>Authorized Signer: <u>Erin Mendenhall, Executive Director</u> RDA</p> <p style="text-align: center;">Name Dept/Div</p> <p><u>Forward ALL Signed documents to the Recorder's Office</u></p>

STEP 4	RECORDER'S OFFICE - Activate
<p>Leave Blank</p> <p>For</p> <p>Date Stamp</p>	<p>INSTRUCTIONS:</p> <p>please record and call Robyn Stine at 801.349.9123 when ready for pick up. Needs to be recorded at County</p> <p>When activated, keep 1 signed document, send other signed document(s) to:</p> <p><u>Robyn</u> RDA 7203</p> <p>Name Department or Division Phone</p>