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5/31/2019 11:47:00 AM \$40.00  
Book - 10786 Pg - 8340-8350  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 11 P.

WHEN RECORDED, RETURN TO:  
REDEVELOPMENT AGENCY OF SALT LAKE CITY  
City and County Building  
451 South State Street, Room 418  
PO Box 145518  
Salt Lake City, Utah 84114-5518  
Attn: Chief Operating Officer

**RECORDED**

**MAY 30 2019**

**CITY RECORDER**

FATCO NCS-785818-21

AFFECTS APNs:

15-01-129-029-0000

15-01-129-041-0000

**WALKWAY EASEMENT AGREEMENT**

THIS WALKWAY EASEMENT AGREEMENT (“**Agreement**”) is made this 31st day of May, 2019, by TELEGRAPH EXCHANGE LLC, a Utah limited liability company (“**Owner**”), in favor of REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public agency (“**Agency**”), and SALT LAKE CITY CORPORATION, a Utah municipal corporation (“**City**”). Owner, Agency and City are sometimes referred to in this Agreement as a “**Party**” and collectively as the “**Parties**.”

A. Owner is the owner of certain real property located in Salt Lake City, Salt Lake County, Utah, more particularly described in Exhibit A attached hereto (the “**Owner Parcel**”).

B. In consideration of Owner’s desire to have an integrated development with Telegraph Exchange, LLC, Owner has agreed to grant pedestrian easements for ingress and egress over, across and through the Owner Parcel 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. **EASEMENTS**

1.1 **Mid-Block Walkway Easement.** Owner hereby grants and conveys to each of Agency, City, and the public, a perpetual non-exclusive easement and right of way for pedestrian access by the public on and over the area shown on the Site Plan and more particularly described in Exhibit C (“**Easement**”).

1.2 **Hours of Operation; Rules.** Except during reasonable periods of construction, repair or restoration, the Easement Area shall be open to the general public, at a minimum, during all hours and days of the year during which the majority of pedestrian access areas in downtown Salt Lake City are open to the general public (the “**Minimum Hours**”). Notwithstanding the foregoing, Owner shall have the right, from time to time, to develop and enforce reasonable rules and regulations (“**Rules of Conduct**”) that govern the use, occupancy, and maintenance of the Easement Areas in order to ensure the safe, convenient, and courteous use of the Easement Area and the Owner Parcel, so long as the Rules of Conduct do not undermine the public’s right of access under this Agreement.

1.3 **Limited Construction.** Neither Owner nor its successors and assigns 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 the right granted herein to the

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general public for access over, across, and through the Easement, except as is consistent with the Minimum Hours.

## 2. MAINTENANCE AND REPAIR

2.1 **Maintenance.** Owner shall at its sole cost and expense: repair, replace, restore, and maintain the Easement Area in an attractive, well-maintained condition; 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; inspect the Easement Area on a regular basis in order to detect needed repairs or maintenance; and, provide all security necessary and appropriate to protect the health and safety of persons using the Easement Area. City and Agency shall have no obligation whatsoever to repair, replace, restore, or maintain the Easement Area.

## 3. DEFAULT

3.1 **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 notice from Agency 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 Agency 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 Agency or City, as the case may be, for the cost incurred by City or Agency 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.

3.2 **Enforcement.** In the event Owner does not reimburse Agency or City within such ten (10) days, Agency or 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 Owner Parcel (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, Agency or City shall have the right, in addition to any other remedies herein or by law provided, to enjoin such violation or threatened violation.

## 4. 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, addressed as follows:

If to Owner:           Telegraph Exchange, LLC  
                              336 West Broadway #110  
                              Salt Lake City, Utah 84101  
                              Attention: Micah W. Peters

If to City:               Salt Lake City Corporation

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

If to Agency:           Redevelopment Agency of Salt Lake City  
City and County Building  
451 South State Street, Room 418  
PO Box 145518  
Salt Lake City, Utah 84114-5518  
Attn: Chief Operating Officer

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.

**5. INDEMNIFICATION**

Owner shall release, indemnify, defend, and hold harmless each of Agency 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 and 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.

**6. GENERAL PROVISIONS**

**6.1 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 Owner Parcel is and shall be conclusively deemed to have consented and agreed to be bound by every covenant, condition, and restriction contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person or entity acquired an interest in the Owner Parcel.

**6.2 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.

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

**6.4 Rights of Agency and City.** The Parties acknowledge and agree that Agency and City are each deemed a beneficiary of the terms and conditions of this

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Agreement for and in their own right and this Agreement and the covenants, conditions, and the rights of Agency and City set forth in this Agreement shall run in favor of Agency and City regardless of whether Agency or City owns any real property within the Owner Parcel.

6.5 **Binding Effect.** It is intended and agreed that the covenants set forth herein shall run with the land and that they shall be binding on the Owner, as provided herein, to the fullest extent permitted by law and equity.

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

6.7 **Successors and Assigns.** 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.

[SIGNATURE PAGES FOLLOWS]

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

**OWNER:**

TELEGRAPH EXCHANGE, LLC

By: *[Signature]*  
Micah W. Peters, manager

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

On the 23 day of May, 2019, personally appeared before me Micah W. Peters, who being by me duly sworn did say s/he is the manager of Telegraph Exchange, LLC, and that the within and foregoing instrument was signed on behalf of said entity.

*[Signature]*  
NOTARY PUBLIC  
Residing at: Salt Lake City, UT

My Commission Expires:  
09-17-2022



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**AGENCY:**

REDEVELOPMENT AGENCY OF SALT LAKE CITY

*Jacqueline M. Biskupski*

Jacqueline M. Biskupski, Executive Director

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

*Katherine N. Lewis*

Katherine N. Lewis, Senior City Attorney

STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

On the 23<sup>rd</sup> day of May, 2019, personally appeared before me Jacqueline M. Biskupski, 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 Agency.

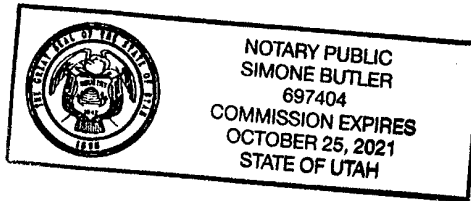
*Simone Butler*

NOTARY PUBLIC

Residing at: Salt Lake County

My Commission Expires:

10/25/2021



CITY:

SALT LAKE CITY CORPORATION

Jacqueline M. Biskupski  
Jacqueline M. Biskupski, Mayor

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

Megan DePaulis  
Megan DePaulis, Senior City Attorney

RECORDED

Attest and Countersign:

MAY 30 2019

Karyn Skovick  
Assistant City Recorder

CITY RECORDER



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

On the 30th day of May, 2019, personally appeared before me  
Jacqueline M. Biskupski, 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.

Demerce Robinson  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires:  
April 12, 2022



Exhibit A  
(To Easement Agreement)

**Legal Description of Owner Parcel**

That certain real property located at 340 West 200 South in Salt Lake County, Utah more particularly described as follows:

BEGINNING AT A POINT 100 FEET EAST AND NORTH 0°03'48" WEST 178.4 FEET FROM THE SOUTHWEST CORNER OF BLOCK 66, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT (RADIUS BEING 173.8 FEET) 120.76 FEET; THENCE SOUTH 89°58'19" WEST 14.28 FEET; THENCE NORTH 70 FEET; THENCE EAST 660 FEET; THENCE SOUTH 130 FEET; THENCE WEST 395 FEET; THENCE SOUTH 21.6 FEET; THENCE WEST 165 FEET TO THE POINT OF BEGINNING.



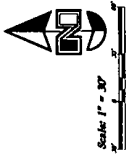
Exhibit B  
(To Easement Agreement)

**Site Plan**

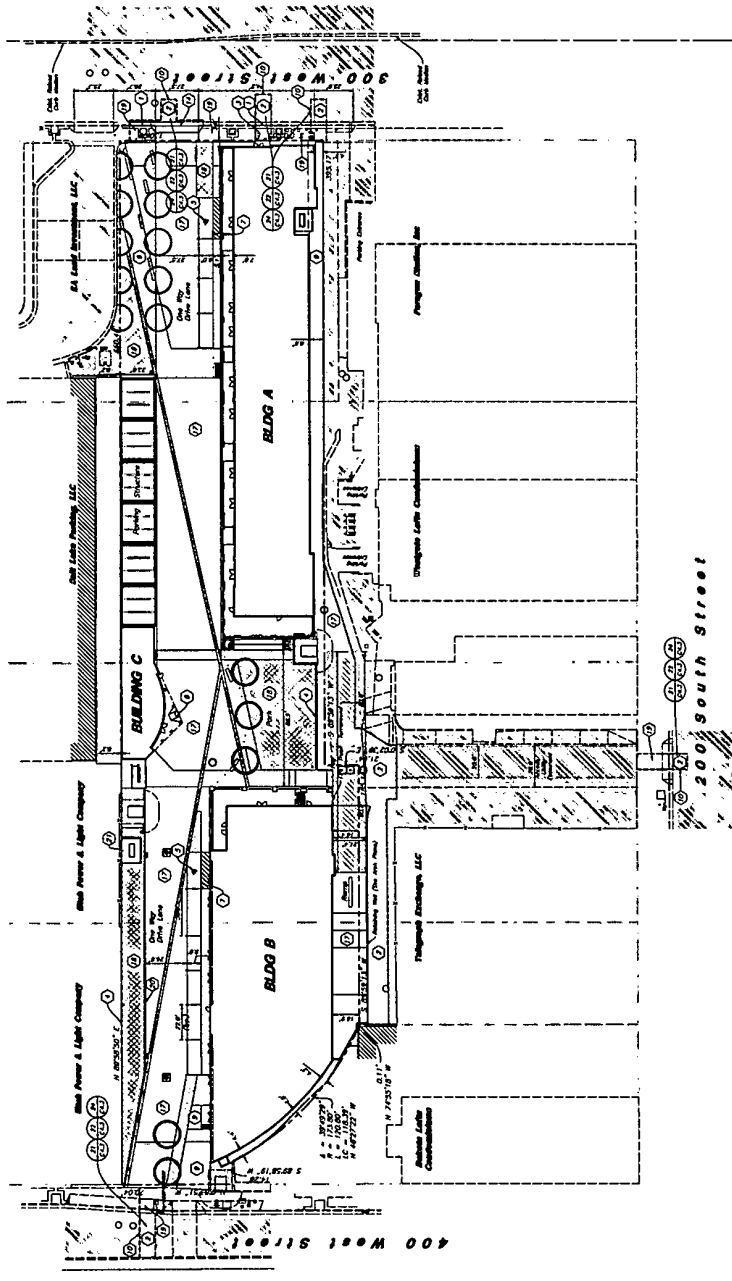


REV	DATE	DESCRIPTION

DATE: 12/15/10  
DRAWN BY: [Name]  
CHECKED BY: [Name]



- Site Observations - New**
- 1. Check for utility lines.
  - 2. Check for existing parking spaces.
  - 3. Check for existing structures.
  - 4. Check for existing site conditions.
  - 5. Check for existing site access.
  - 6. Check for existing site drainage.
  - 7. Check for existing site grading.
  - 8. Check for existing site vegetation.
  - 9. Check for existing site topography.
  - 10. Check for existing site soil conditions.
  - 11. Check for existing site water table.
  - 12. Check for existing site seismicity.
  - 13. Check for existing site wind patterns.
  - 14. Check for existing site noise levels.
  - 15. Check for existing site air quality.
  - 16. Check for existing site light pollution.
  - 17. Check for existing site electromagnetic interference.
  - 18. Check for existing site cultural resources.
  - 19. Check for existing site historic resources.
  - 20. Check for existing site archaeological resources.
  - 21. Check for existing site paleontological resources.
  - 22. Check for existing site biological resources.
  - 23. Check for existing site geological resources.
  - 24. Check for existing site hydrological resources.
  - 25. Check for existing site climatological resources.
  - 26. Check for existing site astronomical resources.
  - 27. Check for existing site geodetic resources.
  - 28. Check for existing site geophysical resources.
  - 29. Check for existing site geochemical resources.
  - 30. Check for existing site geobotanical resources.
  - 31. Check for existing site geoclimatological resources.
  - 32. Check for existing site geoelectromagnetic resources.
  - 33. Check for existing site geoenvironmental resources.
  - 34. Check for existing site geospatial resources.
  - 35. Check for existing site geotemporal resources.
  - 36. Check for existing site geotransport resources.
  - 37. Check for existing site geoturbid resources.
  - 38. Check for existing site geotransform resources.
  - 39. Check for existing site geotransmission resources.
  - 40. Check for existing site geotransformation resources.



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Exhibit C  
(To Easement Agreement)

**Legal description of Easement**

An Access Easement over the South Half of Block 66, Plat A, Salt Lake City Survey more particularly described metes and bounds as follows:

A part of Lot 3, Block 66, Plat A, Salt Lake City Survey:

Beginning at a point on the North Line of 200 South Street located 245.06 feet North 89°59'19" East along said North Line from the Southwest Corner of Block 66; and running thence North 0°03'50" West 178.40 feet; thence North 89°59'13" East 6.00 feet; thence South 0°03'50" East 178.40 feet to the North Line of 200 South Street; thence South 89°59'19" West 6.00 feet along said North Line to the point of beginning.

**Contains 1,070 sq. ft.  
or 0.025 acre**