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Gary W. Ott  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 15 P.

**WHEN RECORDED, RETURN TO:**

Redevelopment Agency of Salt Lake City  
ATTN: Executive Director  
451 South State Street, Room 418  
PO Box 145518  
Salt Lake City, Utah 84114-5518  
Tax ID: 15-01-129-081

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**RECIPROCAL EASEMENT AND PURCHASE OPTION AGREEMENT**

This RECIPROCAL EASEMENT AND PURCHASE OPTION AGREEMENT (the "**Agreement**") is entered into as of this 2nd day of December, 2015, by PARAGON STATION, INC., a Utah corporation (together with its successors and/or assigns, collectively, "**Paragon**") and REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public agency (together with its successors and/or assigns, collectively, the "**RDA**"). Paragon and the RDA are collectively referred to herein as the "**Parties**" and each of Paragon and the RDA is individually referred to herein as a "**Party**".

**RECITALS:**

WHEREAS, Paragon is the owner of certain real property located in Salt Lake County, Utah, as such real property is legally described in **Exhibit A** attached hereto (the "**Paragon Property**");

WHEREAS, the improvements currently situated on the Paragon Property include a 4-story, 73,000 square foot office building (the "**Improvements**");

WHEREAS, Paragon intends to complete various renovations to convert the Improvements into 38 residential lofts (the Improvements, as so renovated, the "**Condominium Project**");

WHEREAS, the RDA is the owner of certain real property located in Salt Lake County, Utah, as such real property is legally described in **Exhibit B** attached hereto (the "**RDA Property**");

WHEREAS, the Paragon Property and the RDA Property are contiguous to one another, with the RDA Property being situated to the North of the Paragon Property;

WHEREAS, concurrently herewith, the Parties have entered into that certain Purchase Option and Restrictive Use Agreement dated as of even date herewith ("**Parcel 2 Agreement**");

WHEREAS, pursuant to the Parcel 2 Agreement, Paragon has agreed to achieve certain milestones towards the construction of a new commercial building (as such building is more particularly described in the Parcel 2 Agreement, the "**Phase 2 Building**") on a portion of the Paragon Property that is situated immediately to the east of the footprint of the existing Improvements (as such portion is more particularly described in the Parcel 2 Agreement, "**Parcel 2**");

WHEREAS, the construction of the Phase 2 Building is expected to eliminate one or more parking spaces currently situated on Parcel 2, which are required for the operation of the Condominium Project in compliance with parking requirements imposed by local governmental authorities (as such requirements may be reduced from time to time, the "**Condominium Parking Requirements**");

WHEREAS, the Parties desire to enter into this Agreement to, among other things: (i) grant one another access easements over, upon and across the area described in Exhibit C attached hereto (the “**Access Easement Area**”), which Access Easement Area is situated, in part, on the Paragon Property and, in part, on the RDA Property; and (ii) agree upon the terms and conditions on which Paragon may use one or more parking spaces situated on the RDA Property in order to satisfy the Condominium Parking Requirements.

**AGREEMENT:**

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Incorporation.** The Parties hereby acknowledge the accuracy of the above Recitals, which are incorporated herein and made a part hereof by this reference thereto.

2. **Reciprocal Access Easement.**

(a) Access Easement Appurtenant to the RDA Property. Subject to the terms, conditions and restrictions set forth herein, Paragon hereby grants to the RDA, for the benefit of the RDA Property, a perpetual, nonexclusive easement appurtenant to the RDA Property, on, over and across the portion of the Access Easement Area situated on the Paragon Property for the purpose of ingress, egress and passage by vehicular and pedestrian traffic to and from 300 West to and from the RDA Property (hereinafter, the “**RDA Access Easement**”).

(b) Access Easement Appurtenant to the Paragon Property. Subject to the terms, conditions and restrictions set forth herein, the RDA hereby grants to Paragon, for the benefit of the Paragon Property, a perpetual, nonexclusive easement appurtenant to the Paragon Property, on, over and across the portion of the Access Easement Area situated on the RDA Property for the purpose of ingress, egress and passage by vehicular and pedestrian traffic to and from 300 West to and from the Paragon Property (hereinafter, the “**Paragon Access Easement**”). Without limiting the generality of the foregoing, the Paragon Access Easement shall permit Paragon and its successors and assigns, and their respective tenants, contractors, employees, agents, licensees, customers and invitees to use the portion of the Access Easement Area situated on the RDA Property for pedestrian and vehicular ingress, egress, and access to and from the surface and subterranean parking stalls now or hereinafter situated on the Paragon Property to and from 300 West.

(c) Construction of Improvements in the Access Easement Area.

(i) At its sole cost and expense, the RDA shall be permitted, from time to time, to construct improvements within the Access Easement Area (all such improvements, collectively, the “**RDA Improvements**”), provided neither the RDA Improvements nor the construction thereof shall unreasonably interfere with the use and enjoyment of the Paragon Access Easement. The RDA hereby acknowledges and agrees that the construction of any RDA Improvements shall be performed and completed in compliance with all applicable governmental requirements and approvals.

(ii) At its sole cost and expense, Paragon shall be permitted, from time to time, to construct improvements within the Access Easement Area (all such improvements, collectively, the “**Paragon Improvements**”), provided (A) the neither the Paragon Improvements nor the construction thereof shall unreasonably interfere with the use and enjoyment of the RDA Access Easement and (B) to the extent the Paragon Improvements are situated on the RDA Property, Paragon shall have obtained the RDA’s prior written approval of the plans and specifications describing the Paragon Improvements. Paragon hereby acknowledges and agrees that the construction of any Paragon Improvements shall be performed and completed in compliance with all applicable governmental requirements and approvals and consistent in all material respects with any plans and specifications submitted to and approved by the RDA.

(d) Maintenance of the Improvements in the Access Easement Area.

(i) The owner of the RDA Property, at its sole cost and expense, shall at all times be responsible for the maintenance, replacement and repairs necessary to cause the RDA Improvements to at all times remain in a good, safe, clean and sightly condition.

(ii) The owner of the Paragon Property, at its sole cost and expense, shall at all times be responsible for the maintenance, replacement and repairs necessary to cause the Paragon Improvements to at all times remain in a good, safe, clean and sightly condition.

(iii) The owner of the Paragon Property shall at all times be responsible for the maintenance, replacement and repairs of all improvements situated within the Access Easement Area as of the date of this Agreement, subject to reimbursement from the owner of the RDA Property for fifty percent (50%) of the costs and expenses incurred in performing (or causing to be performed) such maintenance, replacement and repairs. The owner of the RDA Property shall reimburse the owner of the Paragon Property for such costs and expenses, as contemplated by this paragraph, within ten (10) days of receipt of written demand for such reimbursement, provided such demand shall include invoices or other documentation supporting the amount for which reimbursement is requested.

(iv) The Parties hereby reciprocally grant to one another an easement to enter onto the Access Easement Area as necessary or convenient to perform (or cause to be performed) their respective obligations to maintain, repair and replace the improvements now or hereinafter situated in the Access Easement Area.

(e) Obligation to Avoid Obstructions and Interference.

(i) Except as expressly permitted otherwise in this Agreement, each of the Parties hereby covenants and agrees not to permit any obstruction of the Access Easement Area to the extent that such obstruction would unreasonably interfere with the other Party’s use and enjoyment of the Access Easement Area.

(ii) Notwithstanding the foregoing, the RDA hereby agrees Paragon shall be permitted to obstruct the RDA Access Easement, provided that (A) such obstruction shall be permitted only on a temporary basis to the extent such obstruction is necessary and convenient to facilitate (1) the completion of the “Renovation Work”, (2) the construction of the “Phase 2 Building” (as such terms are hereinafter defined) or (3) the construction, maintenance, repair or

replacement of the Paragon Improvements; and (B) such obstruction shall not unreasonably interfere with the use and operation of the RDA Property. As used herein, the terms “Renovation Work” and “Phase 2 Building” shall be given the meanings ascribed to such terms in that certain Loan Agreement, dated as of even date herewith, by and between the RDA, as “Lender”, and Paragon, as “Borrower” (hereinafter, the “**Loan Agreement**”).

(iii) Paragon hereby agrees the RDA shall be permitted to obstruct the Paragon Access Easement, provided that (A) such obstruction shall be permitted only on a temporary basis to the extent such obstruction is necessary and convenient to facilitate (1) the completion of the construction, maintenance, repair and/or replacement of the RDA Improvements or (2) the construction of the Phase 2 Building by the RDA (as contemplated by the Purchase Option and Restricted Use Agreement (as defined in the Loan Agreement)); and (B) such obstruction shall not unreasonably interfere with the use and operation of the Paragon Property.

(f) Obligation to Repair Damage. If in connection with the use of the easements granted herein, either Party shall cause any damage to the surface of the land, improvements or personal property owned by the other Party, the Party causing such damage shall (at its sole cost and expense) promptly repair or replace any such damage to restore the damaged land, improvement or personal property, as the case may be, insofar as reasonably practicable, to its condition prior to such damage.

(g) Reciprocal Indemnification Obligation. Each of the Parties agrees to indemnify, defend and hold the other Party harmless from and against any and all liabilities, claims, damages, expenses (including, without limitation, reasonable attorneys’ fees), judgments, proceedings, and causes of action of any kind whatsoever for injury to or death of any person or damage to any property arising from the indemnifying Party’s use of the easements granted hereunder, provided, however, in no case shall any Party be required to indemnify, defend or hold the other Party harmless for any injury, death or damage caused by such other Party’s willful or negligent act or omission.

### **3. Contingent Parking Easement.**

(a) Parking Easement. Subject to the terms, conditions and restrictions set forth herein, the RDA hereby grants Paragon (and the owners of the residential units in the Condominium Project and their respective licensees and invitees), for the benefit of Parcel 1 (as defined below), a perpetual, nonexclusive easement appurtenant to Parcel 1 to enter upon and use the specific parking spaces located on the RDA Property depicted in Exhibit D, attached hereto, as the “Parking Easement Areas” for parking spaces servicing the Condominium Project (hereinafter, the “**Parking Easement**”); provided, however, the number of parking spaces subject to the Parking Easement shall be limited to the lesser of (i) the parking spaces required to satisfy the Condominium Parking Requirements and (ii) the number of parking spaces existing on Parcel 2, as of the date of this Agreement, which shall be eliminated by the footprint, trellis, canopy or other improvements relating to the Phase 2 Building. As used herein, “**Parcel 1**” means all portions of the Paragon Property, other than Parcel 2. Notwithstanding the foregoing, Paragon hereby acknowledges and agrees that the RDA shall be permitted, from time to time, to relocate the specific parking spaces subject to the foregoing Parking Easement, as the RDA determines necessary or convenient in its commercially reasonable discretion, provided the replacement parking spaces are located on the RDA Property and are reasonably comparable (in terms of accessibility and proximity to Parcel 1) to the spaces initially designated in Exhibit D attached hereto.

(b) Contingent upon Construction of Phase 2 Building. The foregoing Parking Easement is expressly made contingent upon Paragon's or the RDA's construction of the Phase 2 Building as contemplated by the Parcel 2 Agreement. In the event neither Paragon nor the RDA, or their successors or assigns, shall construct the Phase 2 Building, as contemplated by the Parcel 2 Agreement, the Parking Easement shall automatically terminate, cease and be of no further force or effect.

(c) Maintenance of Parking Easement Areas. The owner of the RDA Property shall at all times be responsible to maintain, repair and replace the pavement throughout the Parking Easement Areas, subject to reimbursement from Paragon for its Pro Rata Share (as defined below) of the costs and expenses incurred in performing (or causing to be performed) such maintenance, repairs and replacements. As used herein, Paragon's "Pro Rata Share" shall be calculated as a fraction, the numerator of which is the number of parking spaces subject to the Parking Easement and the denominator of which is the total number of parking spaces included in the Parking Easement Areas. Paragon shall reimburse the owner of the RDA Property for such Pro Rata Share within ten (10) days of receipt of written demand for such reimbursement, provided such demand shall include invoices or other documentation supporting the amount for which reimbursement is requested.

(d) Obligation to Avoid Obstructions and Interference. The RDA hereby covenants and agrees not to permit any obstruction of the Parking Easement Areas to the extent that such obstruction would unreasonably interfere with the use and enjoyment of the Parking Easement granted herein.

(e) Obligation to Repair Damage. If the use of the Parking Easement shall result in any damage to the RDA Property or personal property owned by the RDA, Paragon shall (at its sole cost and expense) promptly repair or replace any such damage to restore the RDA Property or personal property, as the case may be, insofar as reasonably practicable, to its condition prior to such damage.

(f) Indemnification Obligation. Paragon agrees to indemnify, defend and hold the RDA harmless from and against any and all liabilities, claims, damages, expenses (including, without limitation, reasonable attorneys' fees), judgments, proceedings, and causes of action of any kind whatsoever for injury to or death of any person or damage to any property arising from the use of the Parking Easement, provided such claims are not caused by the RDA's failure to maintain, repair or replace the pavement or fulfill its other obligations required by this Agreement.

#### 4. **General Provisions Applicable to Easements Granted Herein.**

(a) Insurance Requirements. The Parties each covenant and agree to maintain and to ensure their respective contractors maintain, at all times during which this Agreement shall remain in effect, public liability and property damage insurance in amounts and in form and substance reasonably adequate to insure against all liability of such Party and its contractors, agents, employees, residents, tenants, customers, invitees or licensees arising from such Party's obligations under **Sections 2(f), 2(g), 3(e) and 3(f)** hereof.

(b) Remedy of Self-Help; Right to Reimbursement; Lien Securing Reimbursement Obligation. In the event one of the Parties hereto shall fail to perform its respective obligations hereunder (the "**Defaulting Party**") within thirty (30) days of the Defaulting Party's receipt of written notice of such failure from the other Party (the "**Non-Defaulting Party**"), the Non-Defaulting Party shall have the right (but not the obligation) to cause such obligations to be performed and satisfied and, within ten (10) days of the Defaulting Party's receipt of written demand therefor, the Defaulting Party shall reimburse the

Non-Defaulting Party for the costs it incurred to cure the Defaulting Party's failure to perform such obligations, provided the written demand included invoices or other documentation evidencing the costs for which reimbursement is demanded. If the Defaulting Party fails to fully reimburse the Non-Defaulting Party within such 10-day period, then, the Defaulting Party shall be required to pay interest on the amount for which reimbursement was requested, such interest accruing at a rate equal to the lesser of (i) five percent (5%) per annum or (ii) the maximum rate permitted under applicable law. In the event that, as of the date on which interest has begun to accrue pursuant to this paragraph, the Defaulting Party has not yet reimbursed the Non-Defaulting Party, the Defaulting Party shall be entitled to a lien on and against the real and/or personal property of the Defaulting Party and is hereby authorized to make such filings, recordations or take such other actions as may be required under applicable law in order to perfect such lien and exercise the rights associated therewith to collect the unpaid amounts, including accrued interest and reasonable attorneys' fees. Notwithstanding the foregoing, any lien arising under this Agreement shall be junior to any lien arising from a mortgage or trust deed in favor of either Party's mortgagee or lender. In the event a Defaulting Party's failure to perform its obligations hereunder shall cause (or if not promptly cured, would cause) an emergency situation or create a dangerous condition, the foregoing self-help remedy (and corresponding right to reimbursement) provided under this **Section 4(b)** may be exercised by the Non-Defaulting Party without any obligation to first provide the Defaulting Party the opportunity to cure such failure.

(c) Default Shall Not Permit Termination. It is expressly agreed that no breach or default of this Agreement shall entitle either Party to terminate the easements granted under this Agreement, provided, however, the foregoing limitation shall not affect in any manner any other rights or remedies which such Party may have hereunder, under applicable law or otherwise, by reason of any breach or default of this Agreement. No breach of this Agreement or lien resulting from such breach shall defeat, render invalid or be given senior priority over the lien of any mortgage or deed of trust made in good faith for value.

(d) Not a Public Dedication. None of the easements herein granted shall be deemed to be a gift or dedication of any portion of the RDA Property or the Paragon Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Agreement and the easements granted herein shall be strictly limited to and for the purposes expressly set forth herein.

(e) Senior Encumbrance. The easements granted herein shall be senior in priority to other liens or encumbrances affecting the RDA Property or the Paragon Property that might otherwise extinguish such easements.

## **5. Purchase Option.**

(a) Grant of Option. Provided that the RDA timely exercises its Option (as defined in the Parcel 2 Agreement) and closes on the purchase of Parcel 2 on the terms of the Parcel 2 Agreement, Paragon hereby grants the RDA the option to purchase (the "**Option**") the portion of the Access Easement Area situated on the Paragon Property (such portion, the "**Option Property**") at any time during the "Option Term" by payment to Paragon of the "Purchase Price", as such terms are hereinafter defined, in accordance with the terms, conditions and provisions set forth in this **Section 5**.

(b) Option Term. The "**Option Term**" shall commence as of the date hereof and shall end at the end of the Option Term (as defined in the Parcel 2 Agreement). In the event the RDA

shall not exercise the Option during the Option Term, the Option shall terminate, cease and be of no further force or effect.

(c) Exercise of Option. The Option shall be exercised by the RDA, if at all, by giving written notice to Paragon during the Option Term, such notice to be given as specified in the Loan Agreement, of the RDA's election to purchase the Option Property (hereinafter, the "**Notice of Intent to Purchase**"). The Notice of Intent to Purchase shall specify the time, date and place of the closing of the purchase (the "**Closing Date**"), which Closing Date shall occur on the Closing Date set forth in the Parcel 2 Agreement. If the RDA exercises the Option, the RDA shall have a period of up to the earlier of (i) ninety (90) days from Paragon's receipt of the Notice of Intent to Purchase, and (ii) the Closing Date under the Parcel 2 Agreement (the "**Inspection Period**") in which to perform, at the RDA's sole cost and expense, such environmental studies, title reviews, surveys, engineering studies, or other investigations and due diligence with respect to the Option Property as the RDA may deem relevant in connection with its purchase of the Option Property. During the Inspection Period, the RDA may rescind its exercise of the Option by written notice to Paragon, in which event the Option shall terminate, cease and be of no further force or effect. The RDA shall have all rights and remedies available at law and in equity to enforce its rights and Paragon's obligations with respect to the Option, including, without limitation, the right of specific performance.

(d) Purchase Price. In the event the RDA shall elect to exercise the Option, the "**Purchase Price**" to be paid by the RDA to Paragon on the Closing Date shall be an amount equal to the Fair Market Value of the Option Property. As used herein, the "**Fair Market Value**" shall be determined as follows: (i) within thirty (30) days of Paragon's receipt of the Notice of Intent to Purchase, Paragon and the RDA shall each appoint one (1) appraiser who shall by profession be a licensed MAI appraiser active and shall have at least five (5) years of experience performing appraisals of similar properties in the geographical area surrounding the Option Property ("**MAI Appraiser**"); (ii) the two (2) MAI Appraisers so appointed shall, within ten (10) days of the date of the appointment of the last appointed MAI Appraiser, agree upon and appoint a neutral third (3rd) MAI Appraiser who shall have the same qualifications as stated above; (iii) the three (3) MAI Appraisers so appointed then shall each prepare appraisals to determine the fair market value of the Option Property, such appraisals taking into account that the Option Property would be conveyed to the RDA subject to the Replacement Easement Agreement described below; and (iv) the average of the three appraisals shall be taken and the result thereof shall constitute the "Fair Market Value" for purposes of this **Section 5**. If either Paragon or the RDA fails to appoint an MAI Appraiser within thirty (30) days after Paragon's receipt of the Notice of Intent to Purchase, the MAI Appraiser appointed by one of them shall reach a decision, notify Paragon and the RDA thereof, and such MAI Appraiser's decision shall be binding upon both Paragon and the RDA. Each Party shall pay the cost of the MAI Appraiser selected by such Party, and the cost of the third MAI Appraiser shall be borne equally by the Parties.

(e) Closing Deliveries.

(i) As conditions precedent to Paragon's obligation to sell the Option Property to the RDA, on or before the Closing Date, (A) the RDA shall have paid the Purchase Price (whether by depositing the same into escrow or as the Parties may otherwise mutually agree upon) to Paragon (B) the RDA and Paragon shall have entered into an easement agreement (the "**Replacement Easement Agreement**") that is mutually acceptable to the Parties, in their commercially reasonable discretion, and which shall permit Paragon to continue to use the Access Easement Area for the same purposes for which the Paragon Access Easement is granted under

**Section 2(b)** hereof, (C) the RDA and Paragon shall be prepared to complete the closing for Parcel 2, and (D) Paragon shall have diligently pursued and obtained a lot-line adjustment or subdivision of the Paragon Property to enable Paragon to convey title to the Option Property to the RDA. The Replacement Easement Agreement shall contain mutually acceptable terms and provisions establishing and governing the Parties' respective rights, duties and obligations with respect to the maintenance, repair and replacement of improvements situated on the Option Property. The Replacement Easement Agreement shall be recorded in connection with the closing of the sale of the Option Property to the RDA.

(ii) As conditions precedent to the RDA's obligation to purchase the Option Property from Paragon, on the Closing Date, (A) Paragon shall execute and deliver a special warranty deed transferring fee simple title to the Option Property to the RDA, subject only to such exceptions and encumbrances as the RDA shall determine, in its commercially reasonable discretion, to be acceptable, and (B) a title company acceptable to the RDA shall be prepared and committed to issue an owner's policy of title insurance providing coverage that is acceptable to the RDA in its commercially reasonable discretion. Paragon shall pay for the cost of the standard coverage owner's title insurance policy, and the RDA shall pay for the additional cost related to the issuance of an extended coverage owner's title insurance policy, as well as the cost of any endorsements thereto.

#### **6. Miscellaneous.**

(a) Governing Law. This Agreement shall be construed, interpreted, and enforced under the laws of the State of Utah.

(b) Run with the Land. The easements granted herein are appurtenant, irrevocable and perpetual and shall be binding upon and run with the land benefitted thereby and the land burdened thereby, such that any and all subsequent owners of (or holders of any other legal or equitable interest in and to) the land benefitted or burdened thereby, as the case may be, shall be deemed to have acquired such interest in and to such land with notice and knowledge that such interest was, is and shall remain subject to the terms, covenants, conditions, restrictions and provisions of this Agreement.

(c) Compliance with Applicable Laws. Each Party shall be responsible for complying with all applicable laws, ordinances, rules and regulations in the exercise of their respective rights and remedies and the performance of their respective duties and obligations arising under this Agreement.

(d) Attorneys' Fees. In the event of any breach of this Agreement, the Defaulting Party shall pay the reasonable attorneys' fees (and the reasonable attorneys' fees on appeal) of the Non-Defaulting Party.

(e) Exhibits. All Exhibits referred to in this Agreement are considered an integral part of this Agreement and are by this reference incorporated herein. This Agreement shall not be considered executed and/or complete until and unless such Exhibits shall be attached hereto.

(f) Recordation. This Agreement shall be recorded in the official real property records of Salt Lake County, Utah.



(g) Severability. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

(h) Notices. Any notice required or permitted to be delivered under this Agreement shall be given in accordance with the notice provisions set forth in the Loan Agreement.

(i) Modification and Termination. Except as otherwise expressly provided herein, this Agreement may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the owner of the RDA Property and the owner of the Paragon Property, and then only by written instrument duly executed and acknowledged by each such owner and recorded in the official real property records of Salt Lake County, Utah.

(j) Entire Agreement. This Agreement contains the entire agreement between the Parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against either Party.

(k) Captions and Headings. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

(l) Construction. In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

(m) Execution in Counterparts. This Agreement may be effectuated through the transmission of signature pages by facsimile or electronic mail and in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same Agreement.

*[SIGNATURE PAGES TO FOLLOW]*

IN WITNESS WHEREOF, the Paragon hereby executes this Agreement as of the date first above written.

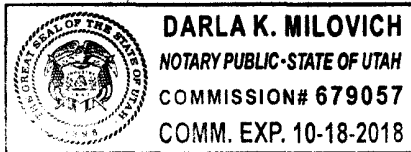
PARAGON:

PARAGON STATION, INC.,  
a Utah corporation

By: *Micah Peters*  
Micah Peters, Chief Executive Officer

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

On the 2 day of December, 2015, personally appeared before me Micah Peters, who being by me duly sworn did say he she is the Chief Executive Officer of Paragon Station, Inc., a Utah corporation, and that he she had signed the within and foregoing instrument on behalf of such corporation.



*Darla K. Milovich*  
Notary Public  
Residing at: South Lake County, UT  
My Commission Expires: 10/18/18

[SIGNATURE PAGE OF RDA TO FOLLOW]

PARAGON SIGNATURE PAGE

IN WITNESS WHEREOF, the RDA hereby executes this Agreement as of the date first above written.

THE RDA:

REDEVELOPMENT AGENCY OF SALT LAKE CITY,  
a Utah limited liability company

By: [Signature]  
Ralph Becker, Chief Administrative Officer

By: [Signature]  
D.J. Baxter, Executive Director

Approved as to legal form:

Jones, Waldo, Holbrook & McDonough, P.C.

By: [Signature]

STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

On the 7th day of December, 2015, personally appeared before me Ralph Becker,  
who being by me duly sworn did say he is the Chief Administrative Officer of The Redevelopment  
Agency of Salt Lake City, and that the within and foregoing instrument was signed on behalf of said  
Agency.

David Everitt  
(Acting Mayor)



[Signature]  
Notary Public  
Residing at: Salt Lake County  
My Commission Expires: 12/17/17

STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

On the 4th day of December, 2015, personally appeared before me D.J. Baxter, who  
being by me duly sworn did say he 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.



[Signature]  
Notary Public  
Residing at: SL County  
My Commission Expires: 4/17/17

RDA SIGNATURE PAGE

**EXHIBIT A**  
Legal Description of Paragon Property

PARCEL 1:

Beginning at the Southeast corner of Lot 1, Block 66, Plat "A", Salt Lake City Survey; thence South 89°58'33" West 165.08 feet; thence North 00°03'22" West 200.05 feet; thence North 89°58'27" East 165.08 feet; thence South 00°03'19" East 200.06 feet to the point of beginning.

PARCEL 1A:

Nonexclusive easements and right of ways appurtenant to said property as disclosed in that certain Declaration, Grant of Easements and License of Parking Rights dated March 16, 2005 and recorded April 20, 2005 as Entry No. 9353279 in Book 9120 at Page 690.

PARCEL 1B:

A non-exclusive easement for vehicle and pedestrian access as disclosed in that certain Agreement for Reciprocal Easement dated June 9, 2011 and recorded June 10, 2011 as Entry No. 11196891 in Book 9930 at Page 2431.

Parcel Identification Number: 15-01-129-031

**EXHIBIT B**  
Legal Description of RDA Property

**PARCEL 1:**

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.

**PARCEL 2:**

Together with a right of way, as disclosed by that certain Warranty Deed recorded March 30, 1984 as Entry No. 3922925 in Book 5543 at Page 54 of Official Records, beginning at a point 130 feet South from the Northeast corner of said Lot 1; and running thence West 395 feet; thence South 45 feet; thence East 81 feet; thence South 165 feet; thence East 24 feet; thence North 165 feet; thence East 290 feet; thence North 45 feet to the point of beginning.

Excepting from said right of way the following two parcels, as disclosed by that certain Quit Claim Deed recorded February 17, 1984 as Entry No. 3906665 in Book 5532 at Page 1682 of Official Records:

- 1) Beginning at a point 165 feet from the Northeast corner of Lot 1, Block 66, Plat "A", Salt Lake City Survey; and running thence West 290 feet; thence South 10 feet; thence East 290 feet; thence North 10 feet to the point of beginning. Subject to the present railroad right of way along the South portion of said property.
- 2) Beginning at a point 165 feet South and 314 feet West from the Northeast corner of said Lot 1, Block 66, Plat "A", Salt Lake City Survey; and running thence West 81 feet; thence South 10 feet; thence East 81 feet; thence North 10 feet to the point of beginning.

**PARCEL 3:**

Together with the appurtenant rights as granted by that certain Declaration Grant of Easements, and License of Parking Rights recorded April 20, 2005 as Entry No. 9353279 in Book 9120 at Page 690 of Official Records, and amended by that certain Declaration, Grant of Easement and Termination of Easement recorded July 18, 2006 as Entry No. 9785688 in Book 9393 at Page 3920 of Official Records.

**PARCEL 4:**

Together with the appurtenant rights as granted by that certain Agreement and Grant of Easement recorded October 16, 2006 as Entry No. 9877373 in Book 9366 at Page 985 of Official Records, and amended by that certain Corrected Agreement and Grant of Easement recorded November 2, 2006 as Entry No. 9896628 in Book 9375 at Page 5016 of Official Records.

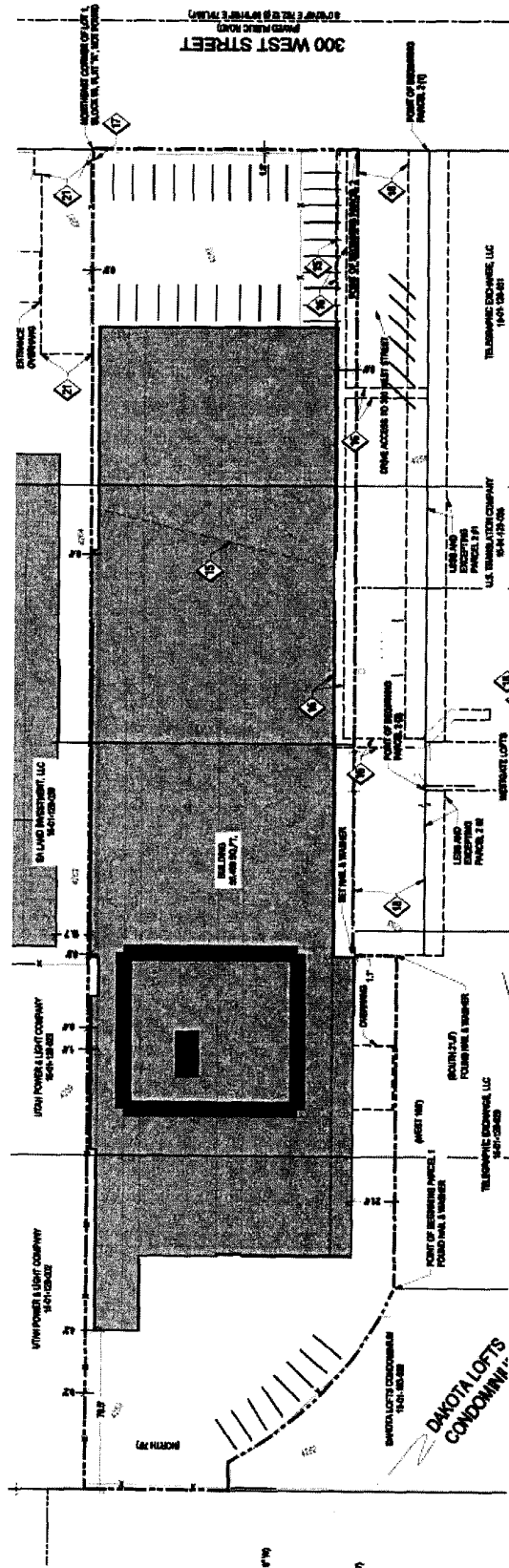
**EXHIBIT C**  
Legal Description of Access Easement Area

BEGINNING AT A POINT N 00°03'19" W 190.55 FEET FROM THE SOUTHEAST CORNER OF LOT 1, BLOCK 66, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE S 89°58'27" W 165.08 FEET; THENCE N 0°03'22" W 19.00 FEET; THENCE N 89°58'27" E 165.08 FEET TO A POINT ON THE EAST LINE OF SAID BLOCK 66; THENCE S 0°03'19" E 19.00 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

CONTAINS 3,137 SQ FT OR 0.07 ACRE MORE OR LESS

**Exhibit "D"**  
**Utah Paperbox**  
**Replacement Parking Stalls (as per Paragon Lofts loan terms)**

1) Approximate Replacement  
 Parking Area



**Per the Paragon Lofts loan terms approved by the RDA Board of Directors on November 18, 2014.**  
 The RDA shall agree to provide the Applicant one (1) parking stall on the Utah Paperbox property for every code required parking stall that is affected by the construction of new buildings on Parcel 2. The number of stalls provided may change if the number of parking stalls required by code is reduced.

As of 12/4/2015, it is estimated that the number of replacement stalls that will be provided at the Utah Paperbox property due to the construction of new buildings on parcel two ranges from one (1) to fourteen (14) stalls. The exact number will be determined once design and approval of the new building on parcel 2 is reached. The area that these parking stalls will occupy is estimated to be as little as 16 feet X 8 feet (128 square feet) and as much as 70 feet X 60 feet (4,200 square feet), which includes a two-way drive aisle. The shape in the middle represents one (1) stall, while the large and its location is for general reference purposes only. The shape in the middle represents one (1) stall, while the large shape represents as many as fourteen (14) stalls and a two-way drive aisle. Neither graphic is to scale.