

WHEN RECORDED, RETURN TO:
Artspace City Center, LLC
c/o Artspace
230 South 500 West, Suite 235
Salt Lake City, UT 84101
Attn: Jessica Norie

13610103
3/25/2021 2:30:00 PM \$40.00
Book - 11143 Pg - 8413-8446
RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 34 P.

SUPPLEMENTAL EASEMENT AND SETTLEMENT AGREEMENT

THIS SUPPLEMENTAL EASEMENT AND SETTLEMENT AGREEMENT (“**Agreement**”), is executed and delivered on March 25, 2021 (the “**Effective Date**”) by ARTSPACE CITY CENTER, LLC, a Utah limited liability company (“**Artspace CC**”), BRIDGE PROJECTS, LLC, a Utah limited liability company (“**Bridge**”), and CENTRAL STATION APARTMENTS, LLC, a Utah limited liability company (“**CSA**”). Each of Artspace CC, Bridge, and CSA are sometimes referred to herein individually as “**Party**” and collectively as “**Parties**.”

RECITALS:

A. Artspace CC owns certain real property more particularly depicted on **Exhibit “A-1”** attached hereto and made a part hereof (the “**Artspace CC Property**”). Bridge owns certain real property more particularly depicted on **Exhibit “A-2”** attached hereto and made a part hereof (the “**Bridge Property**”). Each of Artspace CC and Bridge is sometimes referred to herein as an “**Owner**”, and each of the Artspace CC Property and the Bridge Property is sometimes referred to as the “**Owner’s Property**” in relation to Artspace CC and Bridge, respectively.

B. CSA owns property which adjoins and is directly to the north of the Artspace CC Property, and directly west of the Bridge Property, and is more particularly depicted on **Exhibit “B”** attached hereto and made a part hereof (“**CSA’s Property**”). CSA is in the process of constructing an affordable housing project (the “**Project**”).

C. On January 29, 2020, the Parties entered into that certain Temporary Construction Agreement (the “**TCA**”).

D. Concurrently with the execution of this Agreement, the Parties have entered into that certain First Amendment to Temporary Construction Agreement, in a form mutually acceptable to the Parties (the “**TCA Amendment**”).

E. Pursuant to the TCA Amendment, Artspace CC and Bridge agreed to execute certain underground electrical, gas and telecommunications easements in favor of each utility to service CSA’s Property, in accordance with the terms and conditions specified therein and in this Agreement (the “**Underground Easements**”), specifically including (i) Underground Right of Way Easement in favor of Rocky Mountain Power (West) (the “**West RMP Easement**”); (ii) Underground Right of Way Easement in favor of Rocky Mountain Power (East); (iii) Right-of-Way and Easement in favor of Questar Gas Company; (iv) Grant of Underground Easement in

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favor of CenturyLink; (v) Grant of Underground Easement in favor of Comcast; and (vi) Grant of Underground Easement in favor of SenaWave Communications. Rocky Mountain Power recently has requested a non-exclusive access easement (“**Access Easement**”) to be granted by Artspace CC and Bridge, as set forth herein, which Access Easement is included as part of the West RMP Easement. The Underground Easements and the Access Easement are collectively referred to herein as the “**Easements.**”

F. Artspace CC and Bridge are prepared to execute the Easements in the forms attached to the TCA Amendment, subject to the execution and recordation of this Agreement, which resolves certain issues that have arisen in connection with the construction of the Project in a mutually satisfactory manner.

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. In addition to the conduits CSA installs within the “Underground Easement Area” (defined in the Easements) from 600 West to CSA’s Property, or the easternmost portion of the Underground Easement Area on Eccles Avenue for the benefit of Rocky Mountain Power (“**RMP**”), CSA agrees to install at its expense two additional conduits, the specifications for such conduits to be approved by RMP, which shall be attached to the RMP groundsleeves at each end (the “**Additional Conduits**”). The installation of the Additional Conduits shall be completed no later than the completion of the electrical line serving CSA’s Property. Attached hereto as **Exhibit “C”** is a plan depicting the location within the Underground Easement Area of (i) each of the Additional Conduits to be installed by CSA as required by this Agreement, the communications lines to be buried by CSA as required by this Agreement, and the gas line to be installed to serve the CSA Property, which plan is anticipated to be approved by the applicable utility (with any material modifications to such plan required by the utility to be considered in good faith and approved by the parties hereto, such approval to not be unreasonably withheld, conditioned or delayed), and (ii) the existing storm drains, the existing irrigation lines, the existing underground communications lines and all other existing utilities located within the Underground Easement Area. CSA agrees that neither it nor any affiliate of CSA (including without limitation Gardner Batt or Central West Apartments, LLC) nor any entity a member (or equivalent) of which is CSA or Gardner Batt or an affiliate thereof shall use the Additional Conduits for any purpose. In connection with such work and prior to the power pole on the Bridge Property being removed, CSA shall bury the Comcast and CenturyLink in conduit lines servicing the Artspace CC Property and/or the Bridge Property, taking all measures necessary to keep all breaks in service to the absolute minimum.

2. CSA agrees to install at its expense conduit for the exclusive use of the owner of the Artspace CC, and/or Bridge Property (but excluding any future owner of the Option Property if Artspace CC sells the Option Property to the RDA) and the owner of the Bridge Property for a communication line to provide service to the Artspace CC Property and/or the Bridge Property, the specifications for such conduit to be approved by Xmission (the “**Communications Conduit**”). The Communications Conduit shall be installed within the Easement Area (as defined in the communication Easement) from 600 West to the easternmost portion of the Easement Area on Eccles Avenue, the exact location to be determined by Artspace CC, Bridge, and Xmission. CSA shall and does hereby transfer all of its title in and to the Communications Conduit to Artspace CC, such transfer to be effective as of CSA’s installation of such conduit. The installation of the Communications Conduit shall be completed no later than the completion of communications line serving CSA’s Property.
3. Promptly upon completion of the Project, CSA shall provide to Bridge and Artspace CC at CSA’s sole cost an as-built survey, identifying the location of the electrical, gas and communications lines serving CSA, ACC and Bridge Properties referenced in Recital C above.
4. In the event that Artspace CC or Bridge must relocate any of the utilities lines installed by CSA in connection with the Project, CSA shall pay the out of pocket costs to relocate any lines from CSA’s Property and that cross Woodbine Street to the east of the CSA Property, if such relocation is reasonably required by Bridge in connection with the design of the improvements upon the Bridge Property; provided, however, that CSA shall not be responsible for any costs relating to the relocation of any lines which run from the point of the existing island on the southeast edge of Woodbine Street, easterly through Eccles Avenue. Prior to performing such relocation work, Artspace CC or Bridge shall provide to CSA a reasonable estimate for the relocation work in advance of the work being performed, and the subcontractor performing such work shall be required to separate the relocation costs from the cost of any other work to be performed in connection with the improvements upon the Bridge Property, in a reasonable and fair manner. Artspace CC or Bridge and CSA shall use commercially reasonable efforts to resolve any reasonable concerns of CSA in regards to the selected contractor or estimated relocation costs. CSA shall make such payment within 30 days of receipt of an invoice for such costs, which shall be accompanied by reasonable back-up documentation in support of the invoice.
5. (a) Bridge agrees that CSA may use the western six (6) feet six (6) inches of Woodbine Street (“**Fire Separation Area**”) for fire separation requirements, subject to the terms of that certain No-Build Area Easement Agreement dated as of the Effective Date between Bridge and CSA (“**No-Build Easement**”), and that neither Artspace CC nor Bridge shall object (whether to Salt Lake City (the “**City**”) or CSA) regarding such use.

(b) CSA, as the owner of the CSA's Property, agrees that it shall not object (whether to the City or to Artspace CC or Bridge) to any effort by Artspace CC or Bridge to construct a building on, over, and/or under the eastern ten (10) feet of Woodbine Street. CSA will not object to any improvements or construction on the surface of or under the Fire Separation Area as long as such improvements and construction comply with the No-Build Easement. CSA will not object to Bridge permanently closing Woodbine Street as a street or access area.

6. Artspace CC agrees that CSA may use the northern five (5) feet of the Artspace CC Property adjoining the CSA Property (which is the area subject to the Access Easement) for fire separation requirements and that Artspace CC will not object to the City regarding such use.
7. CSA acknowledges and agrees that, with the execution of the Easements concurrently with the execution of this Agreement, executed in connection with the TCA and TCA Amendment, Artspace CC and Bridge will have executed all easements and other agreements required of Artspace CC and Bridge under the TCA, as amended by TCA Amendment, and hereunder. CSA acknowledges that effective as of the Effective Date, Artspace CC will grant a perpetual public access easement over the Artspace CC Property to extend Eccles Avenue toward 600 West Street.
8. Concurrently with the execution of this Agreement, but subject to the terms of this Agreement and the TCA Amendment, and the No-Build Easement, which shall remain in full force and effect, CSA shall relinquish and quitclaim to Bridge all of its rights to Woodbine Street pursuant to a Quitclaim Deed in the form attached hereto as **Exhibit "F"** (the "**Woodbine Deed**"). In addition to the rights granted to CSA under Section 5(a) of this Agreement, CSA will be granted a no build easement agreement over the Fire Separation Area subject to the terms of the No-Build Easement that will be executed concurrently with the execution of this Agreement.
9. As further set forth in the Access Easement, Artspace CC hereby agrees that it shall not construct any improvements upon or over any portion of the area which is subject to the Access Easement, which Access Easement area is shown on the map attached hereto as **Exhibit "H"**; provided, however, that in the event that Artspace CC is successful after the date of this Agreement in reducing the size of the area subject to the Access Easement pursuant to an agreement with RMP, in a way that RMP agrees will not negatively impact its ability to service the CSA Project (and specifically including the transformers constructed upon the Project), Artspace CC may construct improvements upon or over any portion of the area which is released from such Access Easement. Notwithstanding the foregoing, such reduction shall be further subject to Artspace CC obtaining written assurance reasonably satisfactory to CSA that, by reducing such area, the CSA Property is not in violation of City Code,

specifically including but not limited to fire code requirements relating to fire separation distance measurements.

10. Reserved.
11. Concurrently with the execution of this Agreement, CSA shall pay each of Artspace CC and Bridge the amounts specified in **Exhibit "G."** **Exhibit "G"** shall not be recorded.
12. A copy of written confirmation from Salt Lake City attached hereto as **Exhibit "D"** and CSA's plans and specifications approved by the City ("**CSA's Plans**") attached hereto as **Exhibit "E"** affirm that the exiting from the stairway to the south has been approved and that the window openings for fire separation on Woodbine Street and Artspace CC Property, fire riser doors, roof drains and balconies have been altered as previously agreed upon, so that in both cases there is no encroachment onto, or utilization of, Bridge Property or Artspace CC Property except as otherwise contemplated in Sections 5 and 6 above. Except as otherwise contemplated in Sections 5 and 6 above, in the event that construction of the Project in the future results in any encroachment onto the Bridge Property or the Artspace CC Property that is not cured within 10 days of notice thereof to CSA, Artspace CC and/or Bridge may terminate the rights of CSA under Sections 1, 3 and/or 4 of the TCA.
13. Also attached as **Exhibit "D"** is a copy of written confirmation from the Salt Lake City Planning Department that no mid-block walkway on Bridge Property or the Artspace CC Property is required in connection with CSA's public art mural on the east side of the Project, as was otherwise specified in the approval by the Planning Commission on August 14, 2019.
14. Any amount not paid within three (3) business days of the due date shall be subject to a five percent (5%) late fee and shall accrue interest at the rate of eight percent (8%) per annum (the "**Default Rate**"). In connection with the first late payment, the late fee shall be waived and no interest shall be charged if payment is made within ten (10) days following notice from a Party. In the event of a breach of this Agreement by any Party, such Party shall have five (5) business days after written notice of such breach is given to such Party to cure such breach. In the event that any breach hereof is not so cured, the non-breaching Party shall, in addition the rights under Section 15 below, have all rights and remedies provided at law or in equity, including without limitation the remedy of specific performance.
15. Each Party shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions, and requirements of this Agreement. Any failure to insist upon the strict performance of or compliance with any of the terms, covenants, provisions, and requirements of this Agreement shall not result in or be construed to be an abandonment or

termination of this Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Agreement in the future.

16. If any Party to this Agreement or their successors and assigns commences a legal or equitable proceeding, whether litigation, arbitration or otherwise, respecting any question between the Parties to this Agreement arising out of or relating to this Agreement or the breach thereof, the prevailing Party in such dispute resolution proceeding shall be entitled to the recovery of a reasonable attorneys' fee and all other reasonably incurred costs and expenses of the successful prosecution or defense of such proceeding.
17. Each of Artspace CC and Bridge hereby represent and warrant that all objections relating to the design of the Project it has previously made have been satisfactorily resolved as provided herein. Within three (3) days following the Effective Date, Artspace CC and Bridge shall (i) dismiss with prejudice the case filed in Third District Judicial Court (Case No. 200903018), (ii) dismiss with prejudice the case filed in Third Judicial District Court (Case No. 200904502), and (iii) voluntarily dismiss the land use appeal(s) filed with the City as a result of the Project. Consistent with Sections 5 and 6 above, neither Artspace CC nor Bridge shall assert any claims against the City or CSA to invalidate approvals given with respect to the Project on grounds relating to fire separation distance requirements which are consistent with this Agreement.
18. (a) Except as otherwise provided in **Section 18(b)** of this Agreement, this Agreement and the covenants created hereby are intended by the Parties to be and shall constitute covenants running with the land as to CSA's Property, the Artspace CC Property and the Bridge Property, and shall be binding upon and shall inure to the benefit of each Party and any person who acquires or comes to have any interest in any such Property, and their respective grantees, transferees, lessees, heirs, devisees, personal representatives, successors, and assigns. Each Party shall comply with, and all interests in such Property shall be subject to, the terms of this Agreement. By acquiring, in any way coming to have an interest in, or occupying any portion of such Property, the person so acquiring, coming to have such interest in, or occupying such Property shall be deemed to have consented to, and shall be bound by, each and every provision of this Agreement.

(b) Notwithstanding anything to the contrary contained in this Agreement, the provisions of **Sections 1, 2, 4, and 12** shall be personal to Artspace CC and Bridge and shall be for the benefit of the land owned by Artspace CC and Bridge from time to time. For the avoidance of doubt, if Artspace CC sells the Option Property (defined later) to the RDA (defined later), only Artspace CC and/or Bridge may enforce the provisions of **Sections 1, 2, 4 and 12**.

19. Artspace CC and Bridge hereby represent and warrant that the effectiveness of this Agreement is subject to the approval of Artspace CC's mortgage lender holding an interest upon the Artspace CC Property.
20. CSA acknowledges that the Redevelopment Agency of Salt Lake City (the "**RDA**") has an option to purchase a portion of the Artspace CC Property (such portion, the "**Option Property**"). CSA agrees that the effectiveness of this Agreement as it pertains to the Option Property is subject to the approval of the RDA. If the RDA does not approve the execution of this Agreement in writing by the Effective Date, this Agreement shall automatically terminate without any further action by the Parties and thereafter no Party shall have any further obligation under this Agreement.
21. This Agreement (together with its exhibits) constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof (other than the TCA, TCA Amendment, and the Future Construction Agreement referred to therein, which shall remain in full force and effect except as expressly amended hereby) and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement may be signed in multiple counterparts, all of which taken together shall constitute one and the same agreement.

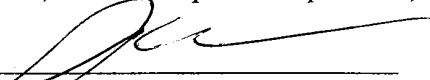
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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ARTSPACE CC:

ARTSPACE CITY CENTER, LLC

By Artspace, a Utah nonprofit corporation, its Manager

By: 
Name: Jessica Norie
Its: President

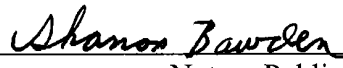
STATE OF UTAH)
)ss.
COUNTY OF SALT LAKE)

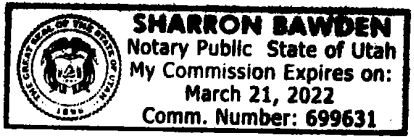
The foregoing instrument was acknowledged before me this 22 day of March, 2021, by Jessica Norie, the President of Artspace, a Utah nonprofit corporation, the Manager of Artspace City Center, LLC, a Utah limited liability company, on behalf of said company.

My commission expires: 3/21/2022

Witness my hand and official seal.

(SEAL)


Notary Public



BRIDGE:

BRIDGE PROJECTS, LLC

By Artspace, a Utah nonprofit corporation, its Manager

By: 

Name: Jessica Norie

Its: President

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

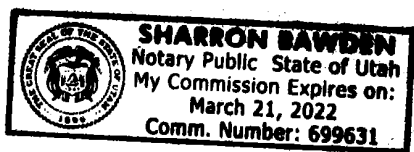
The foregoing instrument was acknowledged before me this 22 day of March, 2021, by Jessica Norie, the President of Artspace, a Utah nonprofit corporation, the Manager of Bridge Projects, LLC, a Utah limited liability company, on behalf of said company.

My commission expires: 3/21/2022

Witness my hand and official seal.

(SEAL)


Notary Public



CSA:

CENTRAL STATION APARTMENTS, LLC

By: Michael D Batt
Name: Michael D. Batt
Its: Manager

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

The foregoing instrument was acknowledged before me this 22 day of March, 2021, by Michael D. Batt, the Manager of Central Station Apartments, LLC, a Utah limited liability company, on behalf of said company.

My commission expires: 02/05/2022

Witness my hand and official seal.

(SEAL)

Vicki N. Moody
Notary Public



EXHIBIT A-1

ARTSPACE CC PROPERTY

PARCEL 1:

BEGINNING AT A POINT 24.95 FEET NORTH FROM THE SOUTHWEST CORNER OF LOT 4, BLOCK 63, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE NORTH 57° 23' EAST 59.45 FEET; THENCE NORTH 76° 56' EAST 50 FEET; THENCE NORTH 85° 39' EAST 50 FEET; THENCE EAST 27 FEET; THENCE NORTH 11.33 FEET; THENCE EAST 107.47 FEET; THENCE SOUTH 11.33 FEET; THENCE EAST 20.5 FEET; THENCE SOUTH 72.1 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE EAST 26.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 165 FEET; THENCE WEST 210 FEET; THENCE SOUTH 00° 03' 33" EAST 12 FEET; THENCE NORTH 89° 43' 07" EAST 35 FEET; THENCE SOUTH 00° 03' 33" EAST 52.82 FEET; THENCE SOUTH 74° 34' WEST 108.05 FEET; THENCE SOUTH 59° 37' 27" WEST 58.85 FEET TO THE WEST LINE OF LOT 4; THENCE SOUTH 17 FEET, MORE OR LESS, TO BEGINNING.

ALSO TOGETHER WITH A 4 FOOT STRIP ADJACENT TO THE WEST LINE OF SUBJECT PROPERTY BEING A PORTION OF VACATED 600 WEST STREET.

PARCEL 2:

ALL OF LOT 7, BLOCK 63, PLAT "A", SALT LAKE CITY SURVEY.
ALSO, TOGETHER WITH A RIGHT OF WAY OVER: COMMENCING 2 FEET WEST FROM THE NORTHEAST CORNER OF LOT 5, SAID BLOCK 63; AND RUNNING THENCE WEST 16.5 FEET; THENCE SOUTH 10 RODS; THENCE EAST 2 FEET; THENCE SOUTH 10 RODS; THENCE EAST 16.5 FEET; THENCE NORTH 10 RODS; THENCE WEST 2 FEET; THENCE NORTH 10 RODS TO THE PLACE OF COMMENCEMENT.

EXHIBIT A-2

BRIDGE PROPERTY

PARCEL 1:

A PART OF LOT 5 AND 6, BLOCK 63, PLAT "A", SALT LAKE CITY SURVEY, IN SALT LAKE COUNTY, UTAH:

BEGINNING AT THE NORTHEAST CORNER OF LOT 6, BLOCK 63, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE SOUTH 89°53'08" WEST 348.62 FEET (348.50 FEET RECORD) ALONG THE SOUTH RIGHT OF WAY LINE OF 200 SOUTH STREET TO A POINT 18.51 FEET (18.50 FEET RECORD) WEST OF THE NORTHWEST CORNER SOUTH 00°03'32" WEST 165.07 FEET (165.00 FEET RECORD) TO A POINT 18.51 FEET (18.50 FEET RECORD) WEST OF THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 89°53'08" EAST 348.62 FEET ALONG THE SOUTH LINE OF LOT 5 AND LOT 6 TO THE SOUTHEAST CORNER OF LOT 6 AND THE WEST RIGHT OF WAY LINE OF 500 WEST STREET; THENCE NORTH 0°03'32" WEST 165.07 FEET ALONG SAID EAST LINE OF LOT 6 AND ALONG SAID WEST LINE OF 500 WEST STREET TO THE POINT OF BEGINNING.

PARCEL 1A:

TOGETHER WITH A RIGHT OF WAY AND EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY, AS GRANTED IN THAT CERTAIN RIGHT OF WAY, RECORDED January 28, 2000, AS ENTRY NO. 7564538, IN BOOK 8339 AT PAGE 682 OF OFFICIAL RECORDS, TO WIT:

A PART OF LOT 4 AND LOT 7, BLOCK 63, PLAT "A", SALT LAKE CITY SURVEY, IN SALT LAKE CITY, SALT LAKE COUNTY, UTAH:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7, BLOCK 63, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE SOUTH 89°53'08" WEST 348.62 FEET ALONG THE NORTH LINE OF SAID LOT 7 AND THE NORTH LINE OF LOT 4 TO A POINT 18.51 FEET (18.50 FEET RECORD) WEST OF THE NORTHWEST CORNER OF SAID LOT 7; THENCE SOUTH 0°06'52" EAST 72.78 FEET; THENCE NORTH 89°53'08" EAST 20.25 FEET; THENCE NORTH 0°06'52" WEST 17.29 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT A DISTANCE OF 39.27 FEET (CENTRAL ANGLE EQUALS 90°00'00" AND LONG CHORD BEARS NORTH 44°53'08" EAST 35.36 FEET) TO A POINT OF TANGENCY; THENCE NORTH 89°53'08" EAST 303.34 FEET TO A POINT ON THE EAST LINE OF SAID LOT 7 AND THE WEST RIGHT OF WAY LINE OF 500 WEST STREET; THENCE NORTH 0°03'32" WEST 30.49 FEET ALONG SAID EAST LINE OF LOT 7 AND ALONG SAID WEST LINE OF 500 WEST STREET TO THE POINT OF BEGINNING.

EXHIBIT B

CSA'S PROPERTY

Commencing 12 rods East from the Northwest corner of Lot 5, Block 63, Plat "A", Salt Lake City Survey and running thence East 113.5 feet; thence South 165 feet; thence West 113.5 feet; thence North 165 feet to the point of beginning.

Tax ID No.: 15-01-151-002, 15-01-151-003 and 15-01-151-004 (for reference purposes only).

EXHIBIT C

DEPICTION OF EASEMENT AREA

See attached.

5.0' UNDERGROUND POWER LINE EASEMENT (EAST SIDE)

BEGINNING AT A POINT BEING SOUTH 89°53'06" WEST 4.00 FEET TO THE EAST LINE OF SAID 600 WEST AND SOUTH 0°03'33" EAST 164.93 FEET ALONG THE EAST LINE OF SAID 600 WEST STREET AND NORTH 89°53'58" EAST 311.50 FEET FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 63, PLAT A, SALT LAKE CITY SURVEY, AND RUNNING;

THENCE NORTH 89°53'58" EAST 74.66 FEET;
 THENCE SOUTH 0°06'53" EAST 5.00 FEET;
 THENCE SOUTH 89°53'58" WEST 74.87 FEET;
 THENCE NORTH 0°03'32" WEST 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 373 SQUARE FEET.

5.0' UNDERGROUND POWER LINE EASEMENT (WEST SIDE)

BEGINNING AT A POINT BEING SOUTH 89°53'06" WEST 4.00 FEET TO THE EAST LINE OF SAID 600 WEST AND SOUTH 0°03'33" EAST 164.93 FEET ALONG THE EAST LINE OF SAID 600 WEST STREET AND NORTH 89°53'58" EAST 120.00 FEET FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 63, PLAT A, SALT LAKE CITY SURVEY, AND RUNNING;

THENCE NORTH 89°53'58" EAST 191.50 FEET;
 THENCE SOUTH 0°03'32" EAST 5.00 FEET;
 THENCE SOUTH 89°53'58" WEST 191.50 FEET;
 THENCE NORTH 0°03'32" WEST 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 958 SQUARE FEET.

Access Easement

A parcel of land situate in the Northwest Quarter of Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 89°53'06" West 18.50 feet and South 00°03'32" East 165.00 feet from the Northeast Corner of Lot 5, Block 63, Plat 'A', Salt Lake City Survey, said point also being South 86°59'32" East 380.34 feet and South 213.78 feet from the Street Monument at the Intersection of 200 South Street and 600 West Street, and running

thence South 20.00 feet;
 thence South 89°53'58" West 156.48 feet;
 thence North 00°03'00" West 7.95 feet;
 thence South 89°53'07" West 35.00 feet;
 thence North 00°03'33" West 12.00 feet;
 thence North 89°49'45" East 51.50 feet;
 thence North 89°53'58" East 5.00 feet;
 thence North 89°53'58" East 135.00 feet to the point of beginning.

Contains 3,550 Square Feet or 0.082 Acres

5.0' TELECOMMUNICATIONS LINE EASEMENT

BEGINNING AT A POINT BEING SOUTH 89°53'06" WEST 4.00 FEET TO THE EAST LINE OF SAID 600 WEST AND SOUTH 0°03'33" EAST 164.93 FEET ALONG THE EAST LINE OF SAID 600 WEST STREET AND NORTH 89°53'58" EAST 120.00 FEET FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 63, PLAT A, SALT LAKE CITY SURVEY, AND RUNNING;

THENCE NORTH 89°53'58" EAST 191.50 FEET;
 THENCE SOUTH 0°03'32" EAST 5.00 FEET;
 THENCE SOUTH 89°53'58" WEST 191.50 FEET;
 THENCE NORTH 0°03'32" WEST 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 958 SQUARE FEET.

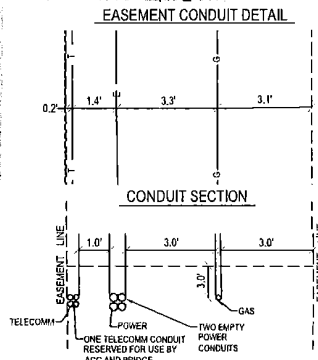
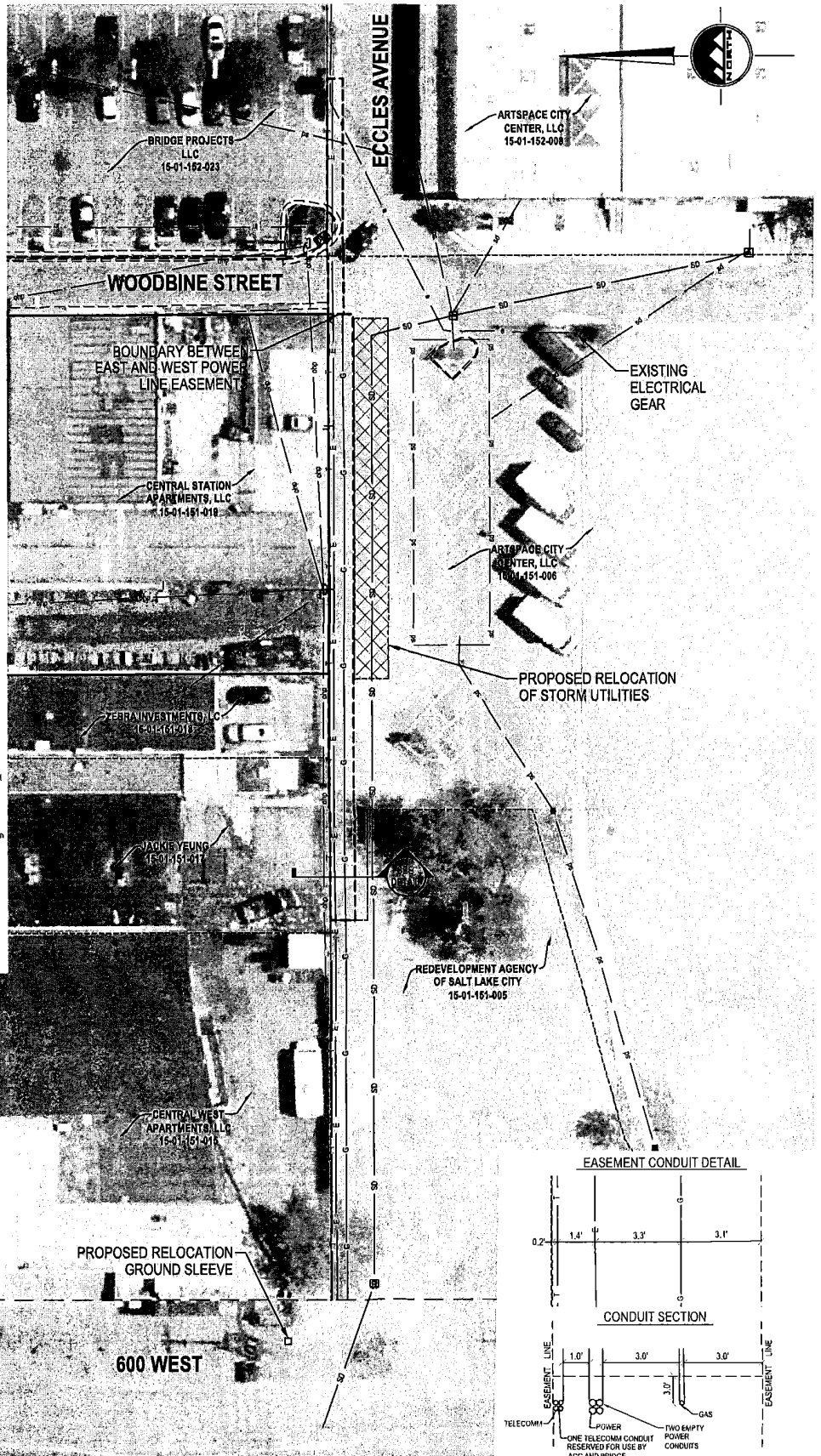
8" Gas Line Easement


A parcel of land situate in the Northwest Quarter of Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 89°53'06" West 18.50 feet and South 00°03'32" East 165.00 feet from the Northeast Corner of Lot 5, Block 63, Plat 'A', Salt Lake City Survey, said point also being South 86°59'32" East 380.34 feet and South 213.78 feet from the Street Monument at the Intersection of 200 South Street and 600 West Street, and running

thence South 8.00 feet;
 thence South 89°53'58" West 139.98 feet;
 thence South 89°49'45" West 51.51 feet;
 thence North 00°03'33" West 8.00 feet;
 thence North 89°49'45" East 51.50 feet;
 thence North 89°53'58" East 140.00 feet to the point of beginning.

Contains 1,532 Square Feet or 0.035 Acres



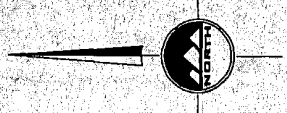
<p>PROJECT # 34°C 8468A 1/26/21</p> <p>1 OF 4</p> <p>HLL 15' EASEMENT - UNDERGROUND EXHIBIT</p>	<p>CENTRAL STATION</p> <p>200 SOUTH 549 WEST SALT LAKE CITY, UTAH</p>	<p>FOR: ARCHITECTURE BELGIQUE, INC 7583 MAIN STREET MIDVALE, UTAH PHONE: 801.561.1333</p>	<p>45 W. 10000 S. Ste 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449 www.ensigneng.com</p> 
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REDEVELOPMENT AGENCY
OF SALT LAKE CITY
15-01-151-005

CENTRAL WEST
APARTMENTS, LLC
15-01-151-015

600 WEST



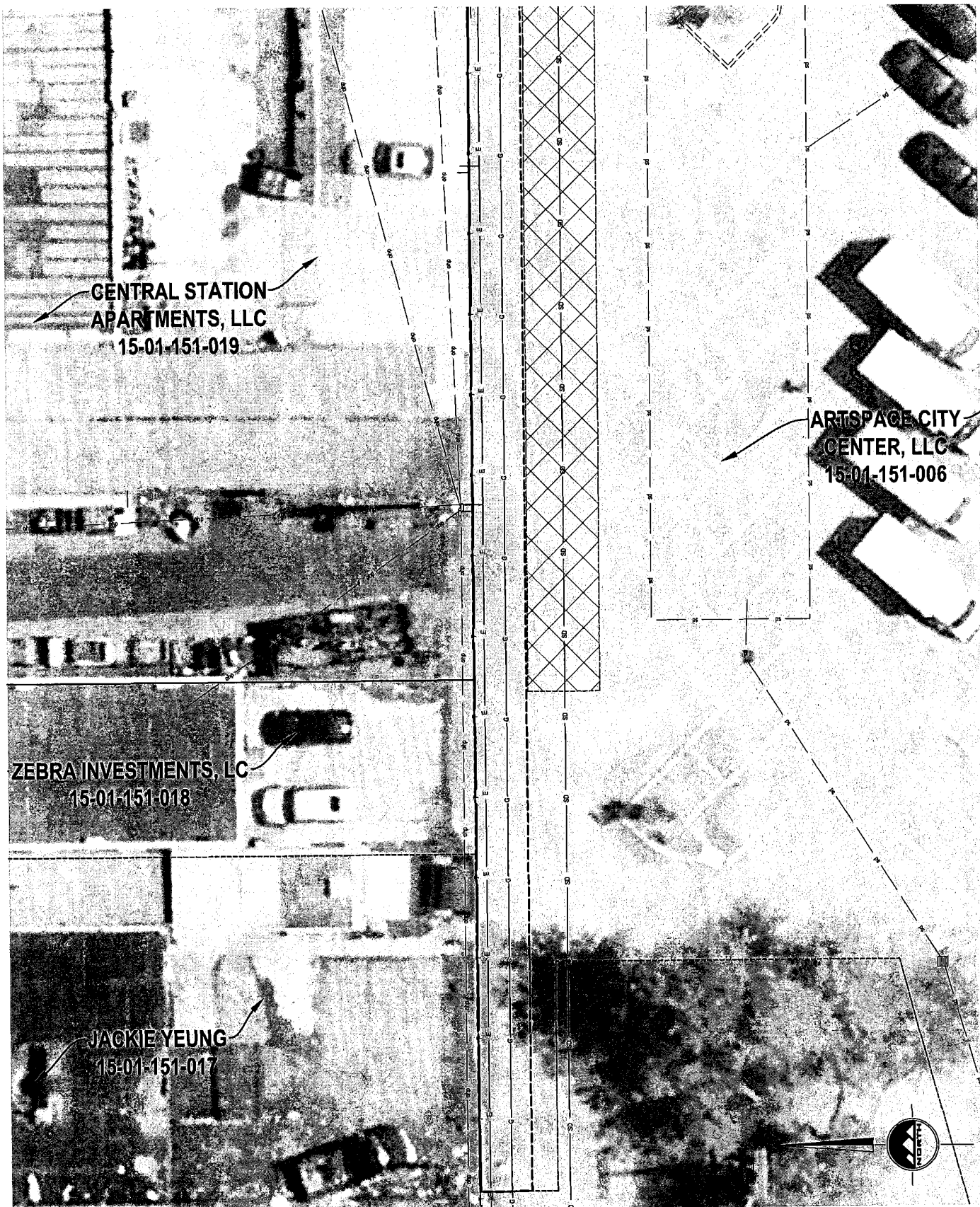
PROJECT # DATE
8468A 1/26/21
2 OF 4
FILE:
SID/EASEMENT-UNDERGROUND EXHIBIT

CENTRAL STATION
200 SOUTH 549 WEST
SALT LAKE CITY, UTAH
UNDERGROUND EASEMENT AREA EXHIBIT

FOR:
ARCHITECTURE BELGIQUE, INC
7583 MAIN STREET
MIDVALE, UTAH
PHONE: 801.561.1333

45 W. 10000 S. Ste 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449
www.ensigneng.com





CENTRAL STATION
APARTMENTS, LLC
15-01-151-019

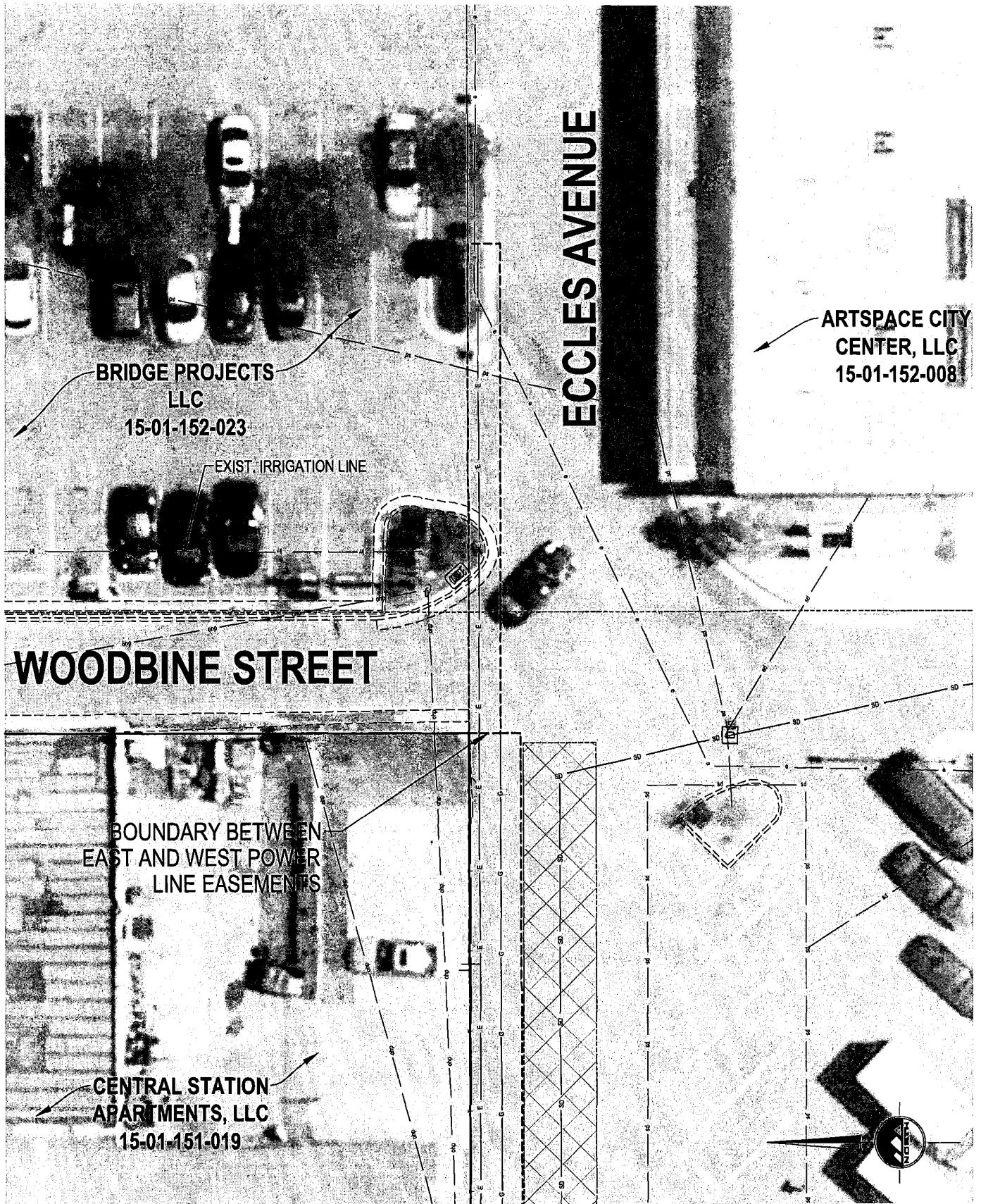
ARTSPACE CITY
CENTER, LLC
15-01-151-006

ZEBRA INVESTMENTS, LC
15-01-151-018

JACKIE YEUNG
15-01-151-017



PROJECT # 8468A	DATE 1/26/21	CENTRAL STATION	FOR: ARCHITECTURE BELGIQUE, INC 7583 MAIN STREET MIDVALE, UTAH PHONE: 801.561.1333	45 W. 10000 S. Ste 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449		
3 OF 4		200 SOUTH 549 WEST SALT LAKE CITY, UTAH	UNDERGROUND EASEMENT AREA EXHIBIT			www.ensigneng.com
FILE: SIDE EASEMENT-UNDERGROUND EXHIBIT						



PROJECT # 8468A
DATE 1/26/21

4 OF 4

FILE: 1501EASEMENT UNDERGROUND EXHIBIT

CENTRAL STATION

200 SOUTH 549 WEST
SALT LAKE CITY, UTAH

UNDERGROUND EASEMENT AREA EXHIBIT

FOR:
ARCHITECTURE BELGIQUE, INC
7583 MAIN STREET
MIDVALE, UTAH
PHONE: 801.561.1333

45 W. 10000 S. Ste 500
Sandy, UT 84070
Phone: 801.255.0529
Fax: 801.255.4449
www.ensigneng.com



EXHIBIT D
CITY CONFIRMATION

See attached.

Blake Bauman

From: Nielson, Paul <paul.nielson@slcgov.com>
Sent: Tuesday, October 20, 2020 12:56 PM
To: Blake Bauman
Cc: Delaney, John; Parks, Allison; Goff, Orion; Norris, Nick
Subject: CSA/Artspace/Bridge

CAUTION: EXTERNAL EMAIL

Blake:

This email correspondence is to address specific requests from you as counsel for Artspace City Center, LLC and Bridge Projects, LLC ("Artspace/Bridge") to Central Station Apartments, LLC ("CSA"), regarding certain issues arising from the approval by Salt Lake City of CSA's plans for the Central Station Apartments located at 549 West 200 South in Salt Lake City.

First, we understand that Artspace/Bridge has requested confirmation that the city has received and approved a modified set of plans from CSA that relocates the fire riser room to another location of the CSA building, moves the northeastern set of balconies back onto CSA's property, and changes the roof drains so that they do not flow into Woodbine Street. Artspace/Bridge has also requested confirmation that the city has received and approved a revised unprotected opening calculation plan demonstrating revised window openings. The city confirms that it has received such plans and calculation, and has approved them through its review process. Those revised plans, bearing the city's approval stamp, should be in CSA's possession.

The city further confirms that it has directed CSA to modify the location of the blast wall on the southern side of the CSA property to be placed at the property line of the CSA property and approves such placement.

Finally, this correspondence confirms that Artspace/Bridge is not required to provide a mid-block walkway on Bridge Property or the Artspace CC Property in connection with the Salt Lake City Planning Commission's August 14, 2019 approvals of CSA's application for planned development and design review (Petition Nos. PLNSUB2019-00477 and PLNPCM2019-00399), and neither the Bridge Property nor the Artspace CC Property are burdened by the planning commission's August 14, 2019 approvals.

Feel free to forward this email to the Artspace/Bridge representatives. I hope this helps us all get to some positive resolution.

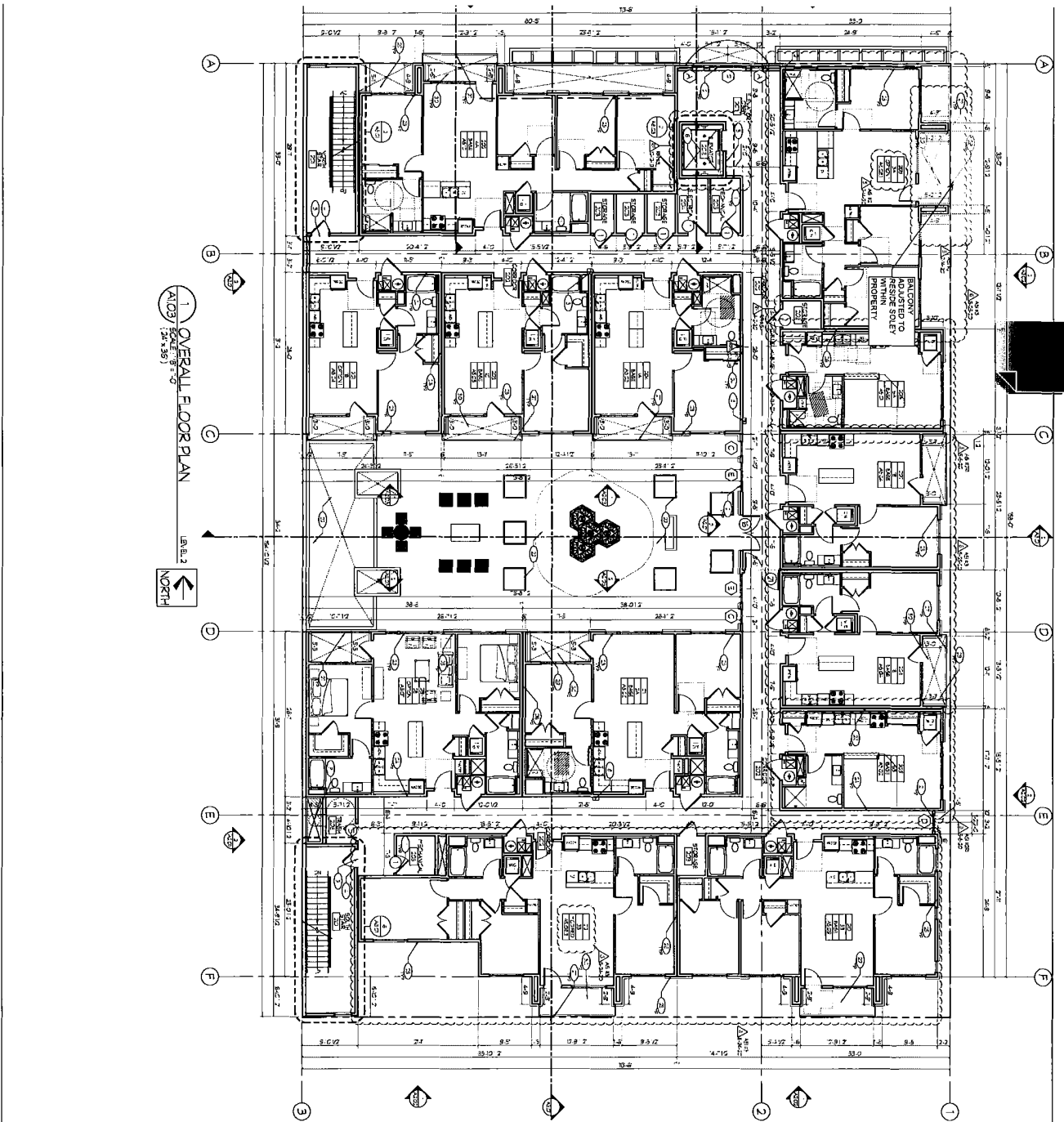
Thank you.

PAUL C. NIELSON
SENIOR CITY ATTORNEY
801.535.7216

IMPORTANT: E-mail from the City Attorney's Office is likely to contain confidential and privileged material for the sole use of the intended recipient. The use, distribution, transmittal or re-transmittal of any such communication is prohibited without the express approval of the City Attorney or a Deputy City Attorney in writing or by e-mail. If you are not the intended recipient, please contact the sender and delete all copies.

EXHIBIT E
CSA'S PLANS

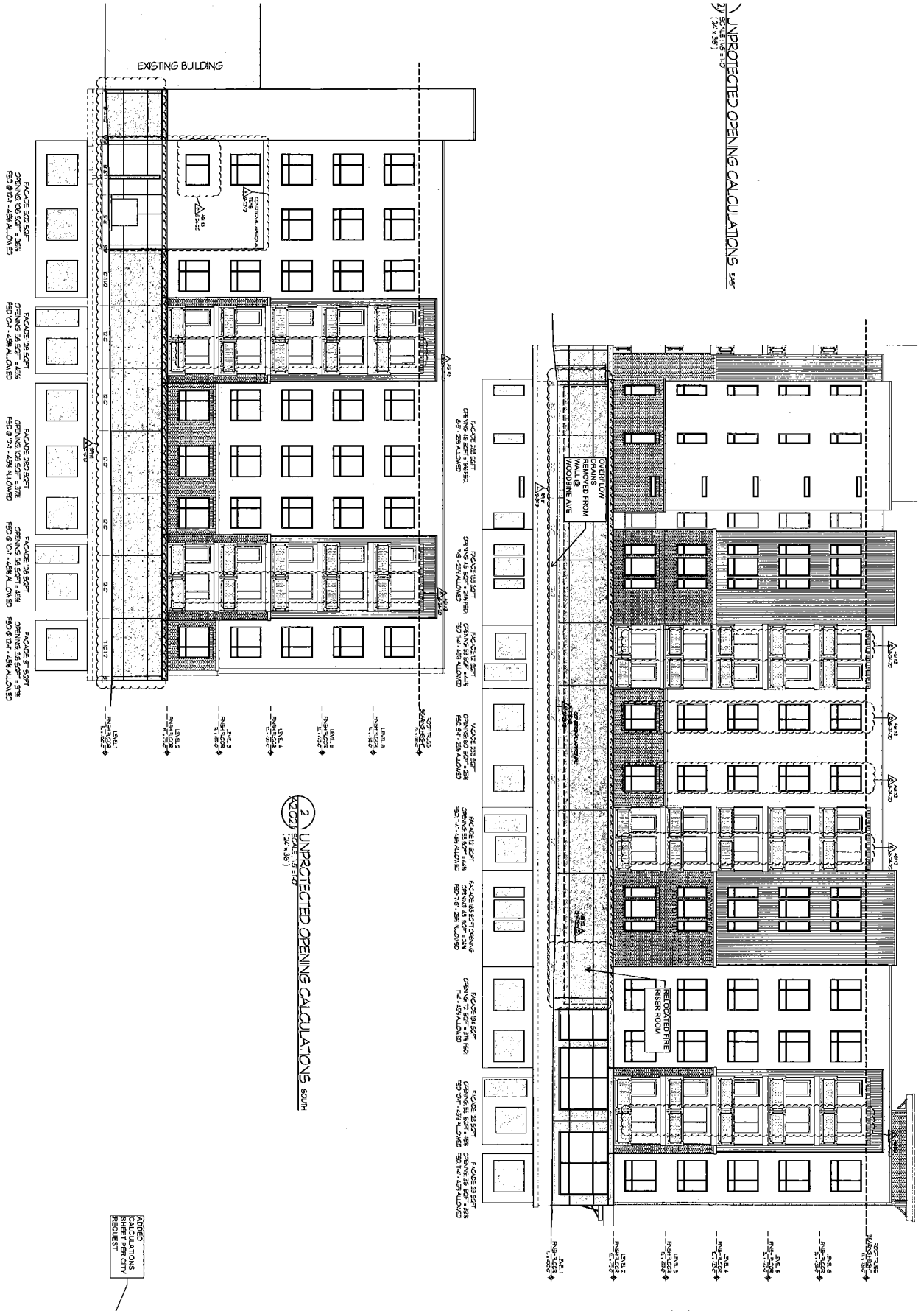
See attached.



1 OVERALL FLOOR PLAN
SCALE: 1/8" = 1'-0"
L9.B.1.2

- OVERALL FLOOR PLAN KEYED NOTES**
- 1. SEE ALL NOTES ON SHEETS A103, A104, A105, A106, A107, A108, A109, A110, A111, A112, A113, A114, A115, A116, A117, A118, A119, A120, A121, A122, A123, A124, A125, A126, A127, A128, A129, A130, A131, A132, A133, A134, A135, A136, A137, A138, A139, A140, A141, A142, A143, A144, A145, A146, A147, A148, A149, A150, A151, A152, A153, A154, A155, A156, A157, A158, A159, A160, A161, A162, A163, A164, A165, A166, A167, A168, A169, A170, A171, A172, A173, A174, A175, A176, A177, A178, A179, A180, A181, A182, A183, A184, A185, A186, A187, A188, A189, A190, A191, A192, A193, A194, A195, A196, A197, A198, A199, A200, A201, A202, A203, A204, A205, A206, A207, A208, A209, A210, A211, A212, A213, A214, A215, A216, A217, A218, A219, A220, A221, A222, A223, A224, A225, A226, A227, A228, A229, A230, A231, A232, A233, A234, A235, A236, A237, A238, A239, A240, A241, A242, A243, A244, A245, A246, A247, A248, A249, A250, A251, A252, A253, A254, A255, A256, A257, A258, A259, A260, A261, A262, A263, A264, 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<p>DATE August 20, 2019</p>	<p>CENTRAL STATION 200 SOUTH 549 WEST SALT LAKE CITY, UT</p>		<p>ARCHITECT Brinkley, Inc. 11445 S. 2600 E. SALT LAKE CITY, UT 84120</p> <p>CIVIL ENGINEER Srinivasan, Inc. 11445 S. 2600 E. SALT LAKE CITY, UT 84120</p> <p>STRUCTURAL ENGINEER Cent. Int. Design 11445 S. 2600 E. SALT LAKE CITY, UT 84120</p> <p>Mechanical ENGINEERING Cent. Int. Design 11445 S. 2600 E. SALT LAKE CITY, UT 84120</p> <p>ELECTRICAL ENGINEER Cent. Int. Design 11445 S. 2600 E. SALT LAKE CITY, UT 84120</p> <p>LANDSCAPE ARCHITECT STB Design 11445 S. 2600 E. SALT LAKE CITY, UT 84120</p> <p>INTERIOR DESIGNER Architectural Services Cent. Int. Design 11445 S. 2600 E. SALT LAKE CITY, UT 84120</p>
<p>Sheet Title Overall Floor Plan</p>	<p>Sheet Number A103</p>	<p>OVERALL FLOOR PLAN</p>	



2 UNPROTECTED OPENING CALCULATIONS SOUTH
 SCALE 1/8" = 1'-0"
 27 JAN 2019

ADDED
 CALCULATIONS
 REQUEST

CITY APPROVAL

Approved
 01/19/2019, 1:01

CIVIL ENGINEER
 Brian Engineering
 1000 W. 1000 S.
 SALT LAKE CITY, UT 84119
 801-467-1234

STRUCTURAL ENGINEER
 Canyon Structural Consulting
 1000 W. 1000 S.
 SALT LAKE CITY, UT 84119
 801-467-1234



4.9.2019

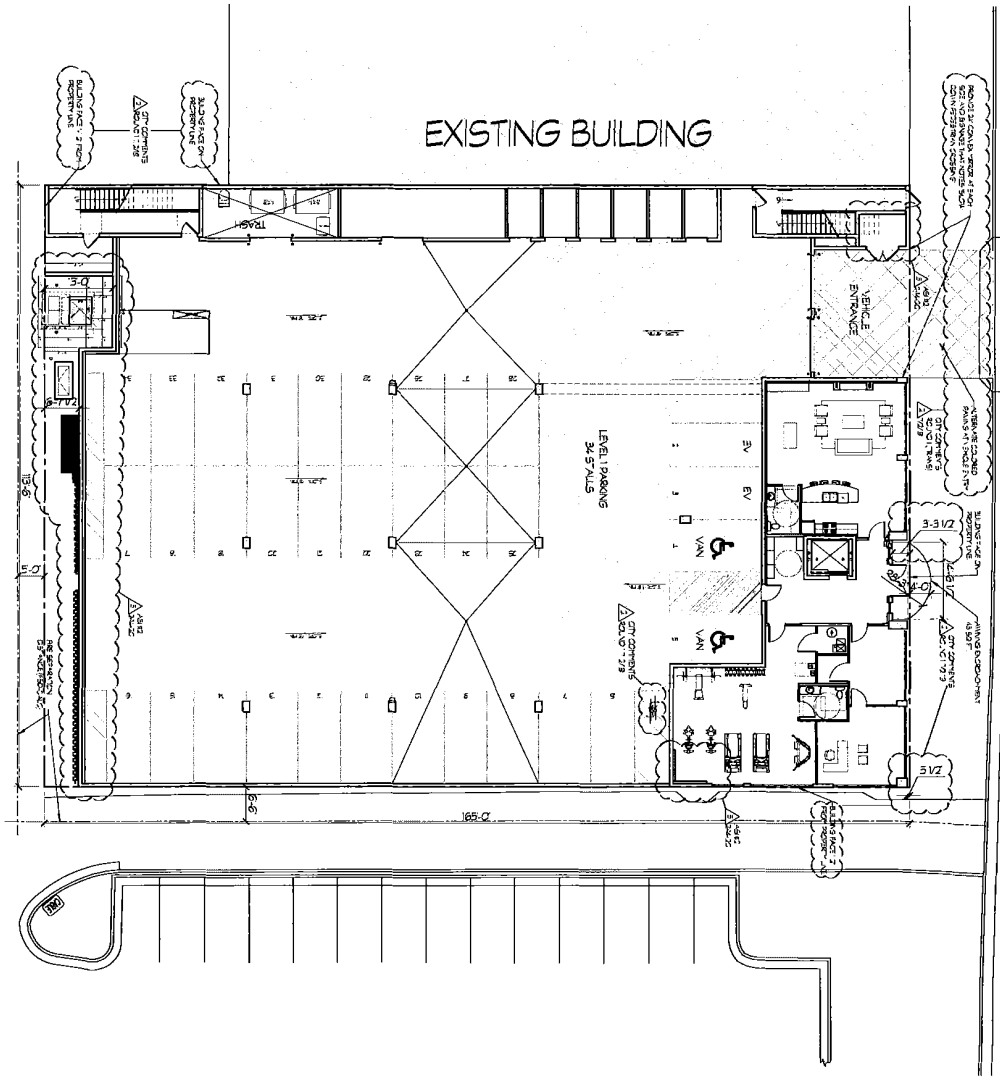
CENTRAL STATION
 200 SOUTH 549 WEST
 SALT LAKE CITY, UT

Date
 August 20, 2019

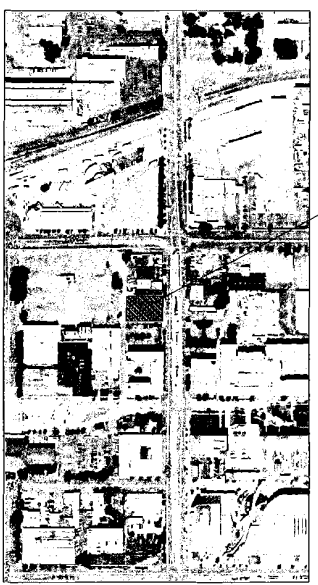
NO.	DATE	REVISION
1	8/20/19	ISSUE FOR PERMITS
2	8/20/19	REVISED PER COMMENTS
3	8/20/19	REVISED PER COMMENTS
4	8/20/19	REVISED PER COMMENTS
5	8/20/19	REVISED PER COMMENTS

Sheet Number
A 2021

Unprotected Opening
 Calculations



1 ARCHITECTURAL SITE PLAN
SCALE: 1/8" = 1'-0"

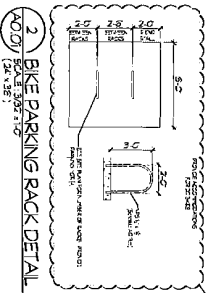


3 VIGNETTE MAP
SCALE: 1/8" = 1'-0"

ARCHITECTURAL SITE PLAN IS FOR REFERENCE ONLY. REFER TO CIVIL & LANDSCAPE DRAWINGS FOR ALL SITE DIMENSIONS, GRADING, DETAILS & ACCESSIBILITY INFORMATION.

SITE TABULATION			
TOTAL:	18,726 sq ft	43 Acres	100%
Building:	17,450 sq ft	4 Acres	93%
Site Open Space:	1,237 sq ft	0.3 Acres	7%

PARKING CALCULATIONS			
GHUL Redd parking:	5 space/dwelling unit		
Total Units:	65 x .5 = 32.5	redd stalls	34 stalls
Total parking provided:			
Including:			
Accessible stalls:			2 stalls
Electric vehicle stalls:			2 stalls
Redd bicycle parking:	5% of vehicular parking provided		
Total provided parking:			34 vehicular stalls
34 x 5% = 17 (2) redd stalls			



CENTRAL STATION

200 SOUTH 549 WEST
SALT LAKE CITY, UT



DATE: August 20, 2019

CIVIL ENGINEER
David M. Smith
License No. 452026
State of Utah

STRUCTURAL ENGINEER
Royal Engineering
Contact: Tony Trenchard
License No. 452026
State of Utah

MECHANICAL ENGINEER
Royal Engineering
Contact: Tony Trenchard
License No. 452026
State of Utah

ELECTRICAL ENGINEER
Royal Engineering
Contact: Tony Trenchard
License No. 452026
State of Utah

LANDSCAPE ARCHITECT
578 PARK
CONTACT: TONY TRENCHARD
LICENSE NO. 452026
STATE OF UTAH

INTERIOR DESIGNER
Royal Engineering
Contact: Heather Crowell
License No. 452026
State of Utah

Sheet Title
Architectural Site Plan

Sheet Number
A0.01

EXHIBIT F
WOODBINE DEED

See attached.

When recorded, return to:

Bridge Projects, LLC
c/o Artspace
230 South 500 West, Suite 235
Salt Lake City, UT 84101
Attn: Jessica Norie

QUITCLAIM DEED

For the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CENTRAL STATION APARTMENTS, LLC, a Utah limited liability company (“Grantor”), hereby quitclaims to BRIDGE PROJECTS, LLC, a Utah limited liability company (“Grantee”), whose address is 230 South 500 West, Suite 235, Salt Lake City, UT 84101, all of Grantor’s rights in the tract of land in Salt Lake County, State of Utah, to-wit (the “Property”):

**SEE EXHIBIT "A" ATTACHED HERETO
AND INCORPORATED HEREIN BY REFERENCE.**

Provided, however, that Grantor expressly reserves all of its rights, title and interest in and to such Property that arise from or are set forth in the following:

- (1) That certain No-Build Area Easement Agreement dated February ___, 2021, by and between Grantee and Grantor;
- (2) That certain Supplemental Easement and Settlement Agreement dated February ___, 2021, by and among Artspace City Center, LLC, a Utah limited liability company (“Artspace CC”), Grantee and Grantor; and
- (3) That certain Temporary Construction Easement dated January 29, 2020, by and among Artspace CC, Grantee and Grantor, as amended by that certain First Amendment to Temporary Construction Agreement dated February ___, 2021.

DATED effective as of _____, 2021.

GRANTOR:

CENTRAL STATION APARTMENTS, LLC
a Utah limited liability company

By: _____
Name:
Its:

STATE OF UTAH)
 :ss
COUNTY OF SALT LAKE)

On this _____ day of February, 2021, before me _____, a notary public, personally appeared _____ proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same as the _____ of CENTRAL STATION APARTMENTS, LLC, a Utah limited liability company.

NOTARY PUBLIC

EXHIBIT A TO QUITCLAIM DEED

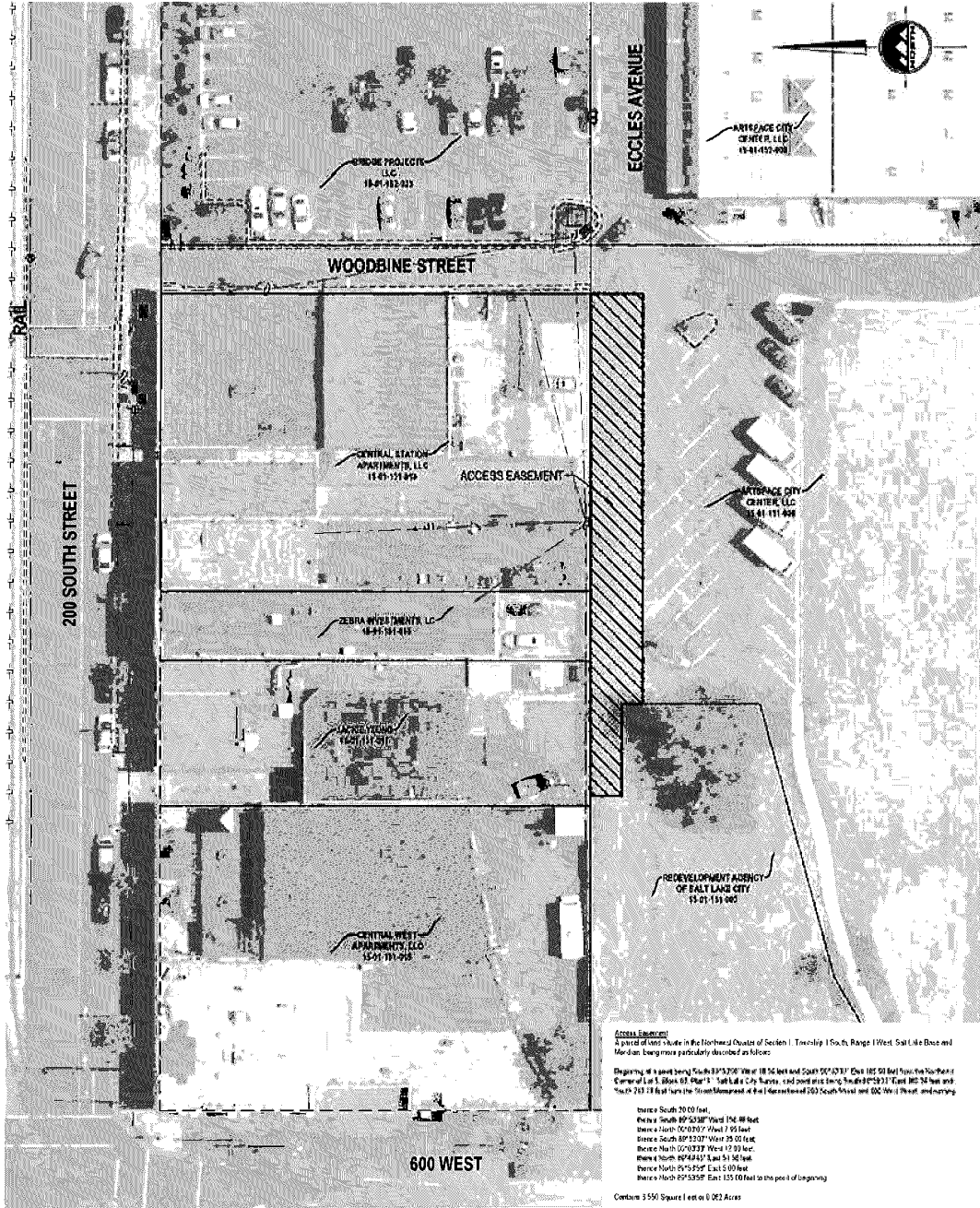
Legal Description


COMMENCING 2 FEET WEST FROM THE NORTHEAST CORNER OF LOT 5, BLOCK 63, PLAT "A," SALT LAKE CITY SURVEY; AND RUNNING THENCE WEST 1 ROD; THENCE SOUTH 10 RODS; THENCE EAST 1 ROD; THENCE NORTH 10 RODS TO THE PLACE OF BEGINNING.

PORTION OF TAX PARCEL 15-01-152-023-0000.

EXHIBIT H

ACCESS EASEMENT AREA



<p>PROJECT # DATE 8468A 1/15/21</p> <p>1 OF 1</p> <p>FILE: SITE EASEMENT AREA EXHIBIT</p>	<p>CENTRAL STATION</p> <p>200 SOUTH 549 WEST SALT LAKE CITY, UTAH</p>	<p>FOR: ARCHITECTURE REIGROUP, INC. 7583 MAIN STREET MIDVALE, UTAH PHONE: 801.561.1333</p>	<p>45 W 10000 S, Ste 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449 www.ensigneng.com</p> 
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