WHEN RECORDED, RETURN TO:

13699791 6/24/2021 11:59:00 AM \$40.00 Book - 11196 Pg - 545-565 RASHELLE HOBBS Recorder, Salt Lake County, UT SNELL & WILMER BY: eCASH, DEPUTY - EF 21 P.

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

FIRST AMENDMENT TO SUPPLEMENTAL EASEMENT AND SETTLEMENT AGREEMENT

THIS FIRST AMENDMENT TO SUPPLEMENTAL EASEMENT AND SETTLEMENT AGREEMENT (this "Amendment") is made and entered into effective as of June 23, 2021 ("Amendment Effective Date") by and among ARTSPACE CITY CENTER, LLC, a Utah limited liability company ("Artspace CC"), BRIDGE PROJECTS, LLC, a Utah limited liability company ("Bridge," and together with Artspace CC, "Owner"), and CENTRAL STATION APARTMENTS, LLC, a Utah limited liability company ("CSA") (collectively, the "Parties").

RECITALS

- A. The Parties entered into that certain Supplemental Easement and Settlement Agreement dated March 25, 2021 and recorded on March 25, 2021 in the Salt Lake County Recorder's Office as Entry Number 13610103, in Book 11143, Pages 8413-8446 (the "Agreement"). The Agreement relates to the Artspace CC Property described on Exhibit A-1 attached hereto, the Bridge Property described on Exhibit A-2 attached hereto, and the CSA's Property described on Exhibit A-3 attached hereto.
- B. The Parties are also parties to that certain that certain Temporary Construction Agreement dated January 29, 2020, as amended by that certain First Amendment to Temporary Construction Easement dated March 25, 2021 (so amended, the "TCA"). Simultaneous with the execution of this Amendment, the Parties will enter into a Second Amendment to Temporary Construction Agreement ("Second TCA Amendment"). The TCA, as amended by the Second TCA Amendment, is referred to herein as the "Amended TCA."
- C. The Parties desire to amend the Agreement. The Agreement, as amended by this Amendment, is referred to herein as the "Amended Agreement."

AMENDMENT

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

4822-6539-5181.8

- 1. <u>Incorporation of Recitals</u>. The above-referenced Recitals, including all defined terms set forth therein, are incorporated herein by this reference.
- 2. <u>Capitalized Terms</u>. All capitalized terms not expressly defined herein shall have the meanings ascribed to them in the Agreement.
- 3. Relocation of Century Link Lines. CSA agrees to cause Century Link to relocate at CSA's expense (by abandoning use of the existing lines and installing a new line) all existing underground CenturyLink lines located in Woodbine Street between approximately 200 South and Eccles Avenue as shown on Exhibit B-1 attached hereto, and move such lines as far west as possible within one (1) foot of the western portion of the No-Build Easement area in accordance with the plan shown on Exhibit B-2 attached hereto or if such plan is not acceptable to CenturyLink, to another location approved by Owner in writing. As part of the relocation, CSA shall cause CenturyLink to restore the surface of Woodbine Street to a condition substantially similar to that existing immediately prior to the relocation. Within one (1) business day following the Amendment Effective Date, CSA shall pay CenturyLink all relocation costs and shall direct CenturyLink to perform the relocation work, and shall use commercially reasonable efforts to cause CenturyLink to perform such relocation work before September 23, 2021. It is agreed that CenturyLink will be required to vacate the existing CenturyLink line in Woodbine and document such by recordation of a termination agreement as well as record a new easement over the new line that will be installed. Owner shall prepare such documents and present to CenturyLink. The Parties acknowledge that CSA will cause that CenturyLink remove all existing above-ground CenturyLink lines from Woodbine Street in connection with the removal of the power pole on the Bridge Property. In connection with the removal of the power pole on the Bridge Property, CSA (i) shall cause CenturyLink to remove all CenturyLink lines and equipment from the existing island on the southeast edge of Woodbine Street and (ii) shall cause CenturyLink to install a pedestal on CSA's Property in the approximate location shown on the Amended Plan (defined later) ("CSA's Pedestal") to connect to the CenturyLink conduit to be located within the Underground Easement Area to serve the HKTH Property (defined later).
- 4. Amendment of Exhibit C. The plan included as Exhibit "C" of the Agreement is hereby amended and restated in its entirety as provided in **Exhibit C** of this Amendment ("Amended Utilities Plan"). The Amended Utilities Plan depicts the location within the Underground Easement Area of (i) the Additional Conduits to be installed by CSA under Section 1 of the Agreement, (ii) one (1) additional conduit to provide power to the Owner's Property to accommodate CSA's transformer installation, (iii) one (1) additional conduit to provide power to the real property located immediately to the west of CSA's Property and owned by Zebra Investments, LC (Parcel No. 15-01-151-018), (iv) one (1) additional conduit to provide power from the real property owned by Central West Apartments, LLC (Parcel No. 15-01-151-015) to the real property located immediately east and owned by Jackie Yeung (Parcel No. 15-01-151-0017) (the "HKTH Property"), (v) one (1) additional Comcast conduit, (vi) the communications lines to be buried by CSA as required by the Amended Agreement, (vii) the power and the gas line to be installed to serve the CSA Property, (viii) CSA's Pedestal, and (viii) 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 represents that the Amended Utilities Plan, including, without limitation, the spacing of all conduits, has been approved by the applicable utility company (with any material

modifications to such plan required by the utility company to be considered in good faith and approved by the Parties, such approval to not be unreasonably withheld, conditioned or delayed).

- 5. <u>Relocation</u>. Section 4 of the Agreement is amended and restated in its entirety to provide as follows:
 - "4. Owner shall have right to relocate any of the utilities lines and conduits installed in connection with the Project (including any lines and conduits that serve neighboring properties) if such relocation is required by Owner, in its sole discretion, in connection with any improvements on the Owner's Property. In connection with such relocation, CSA shall pay Owner's out of pocket costs to relocate the five (5) RMP power conduits in Sections 1 and 2 shown in the section plan attached hereto as Exhibit D ("Sections 1/2 Plan"), provided that if one of the Additional Conduits actually provides power exclusively to Owner's Property, CSA will not be responsible for paying costs to relocate such Additional Conduit. CSA will be responsible for the relocation costs of the empty conduits installed for the intent of Artspace's use under the Agreement, but shall not be responsible for any further relocation of the telecommunication conduits including the Centurylink lines identified in Section 3 above if such lines are installed in accordance with the plans approved by Owner. Owner shall provide to CSA a reasonably detailed invoice for the relocation work and CSA shall make such payment within 30 days of receipt of the invoice. This Section shall run with the land and bind any future owners of CSA's Property."
- 6. <u>Legal Fees</u>. CSA agrees to pay Owner all of Owner's legal expenses incurred in connection with the negotiation and preparation of this Amendment, any modification of the Amended Agreement, any CSA's inquiries or questions arising out of the work performed by CSA under the Amended Agreement, the negotiation and preparation of documents with respect to all consents, waivers, inquiries, questions, easements and other agreements referred to in or arising out of the Amended Agreement and the Amended TCA, the installation of CenturyLink lines in Woodbine Street and all easement and termination documents negotiated in connection with such lines, and the satisfaction of all conditions precedent to the execution of such documents as required by the governing board of each Owner.
- 7. <u>Statement of No Other Changes</u>. CSA represents to Owner that no other changes to the Project's utilities and construction plans have been made that have not been disclosed to Owner and that no future Project plans of CSA deviate from those disclosed to Owner.
- 8. <u>Cross-Default</u>. Any violation or breach of the Amended Agreement shall be considered a default under the Amended TCA. In the event of any violation or breach of the Amended Agreement, in addition to any remedies available to Owner at law or in equity, during the term of the Amended TCA, Owner shall have the right to use the Security Deposit (as defined under the Amended TCA) to reimburse or compensate Owner for any liability, expense, attorneys fees, loss or damage which Owner may suffer or incur by reason thereof.

- 9. <u>Agreement Terms Apply; Amendment Controls</u>. Except as specifically provided herein, the terms and conditions of the Agreement remain in full force and effect. If any provision of the Agreement is in conflict with any provisions of this Amendment, the terms of this Amendment will control.
- 10. <u>Counterparts</u>. This Amendment may be executed in multiple counterparts, with the same effect as if all the Parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

11. Run with the Land.

- a. Except as otherwise provided in **Section 10(b)** of this Amendment, this Amendment and the covenants created thereby 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 (each, a "**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 the Amended Agreement, the benefits and rights of Sections 1, 2, 4, and 12 of the Agreement and the provisions of this Amendment 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 to the RDA, only Artspace CC and/or Bridge may enforce the provisions of Sections 1, 2, 4 and 12 of the Agreement and the provisions of this Amendment.
- 12. **RDA's Consent**. CSA agrees that the effectiveness of this Amendment as it pertains to the Option Property is subject to the approval of the RDA.

[Signature page follows]

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

ARTSPACE CC:

ARTSPACE CITY CENTER, LLC

By Artspace, a Utah nonprofit corporation, its Manager
By:

Namer Jessiea Norie Its: President

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

The foregoing instrument was acknowledged before me this 23 day of 1010 , 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: March 21, 2033

Witness my hand and official seal.

(SEAL)

SHARRON BAWDEN Notary Public State of Utah My Commission Expires on: March 21, 2022 Comm. Number: 699631 Shanoz Bausten Notary Public

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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 <u>33</u> day of <u>Tune</u>, 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: March 71, 2022

Witness my hand and official seal.

(SEAL)

Shanon Bawden
Notary Public

SHARRON BAWDEN Notary Public State of Utah My Commission Expires on: March 21, 2022 Comm. Number: 699631

CSA:

CENTRAL STATION APARTMENTS, LLC

By: Michael D. Batt

Its: Manager

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

The foregoing instrument was acknowledged before me this 21 day of 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:

07/31/24

Witness my hand and official seal.

(SEAL)

JAKE JACKSON
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 07/31/2024
Commission # 713292

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.

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 A-3

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 B-1 Existing CenturyLink Line

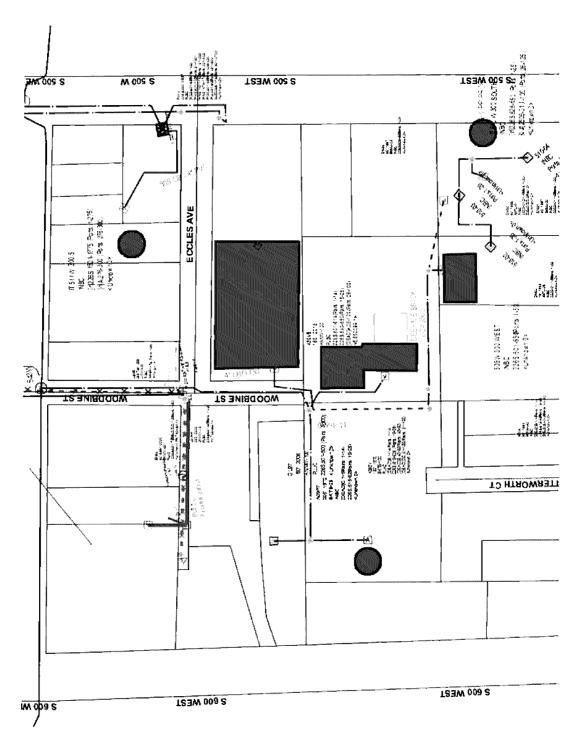


Exhibit B-2 Relocated CenturyLink Lines

EXHIBIT B-2

CURRENT CENTURYLINK UNDERGROUND LINE AND GEAR RELOCATION

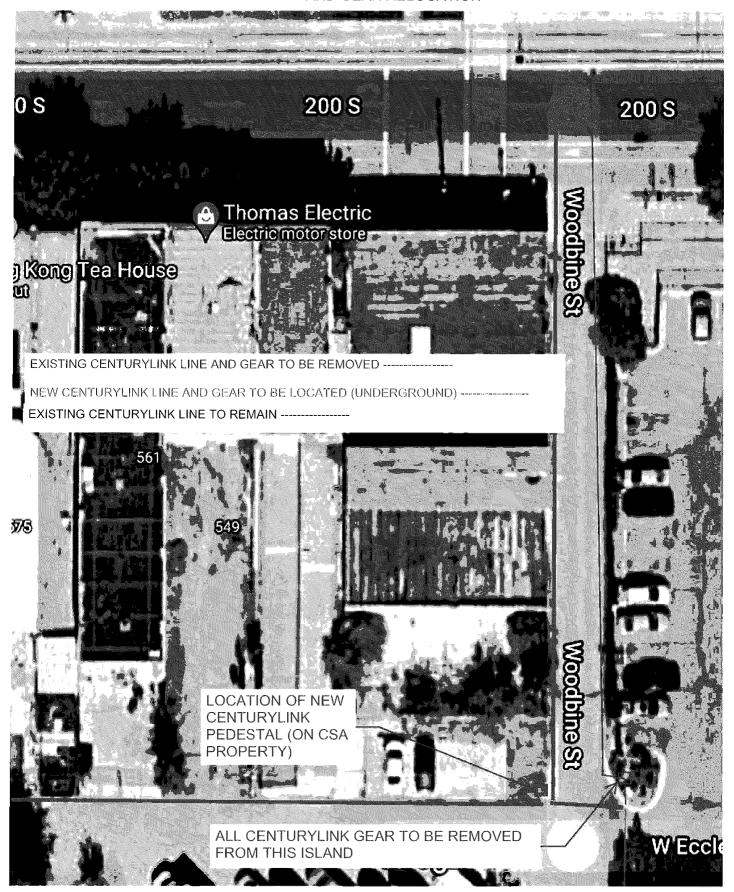
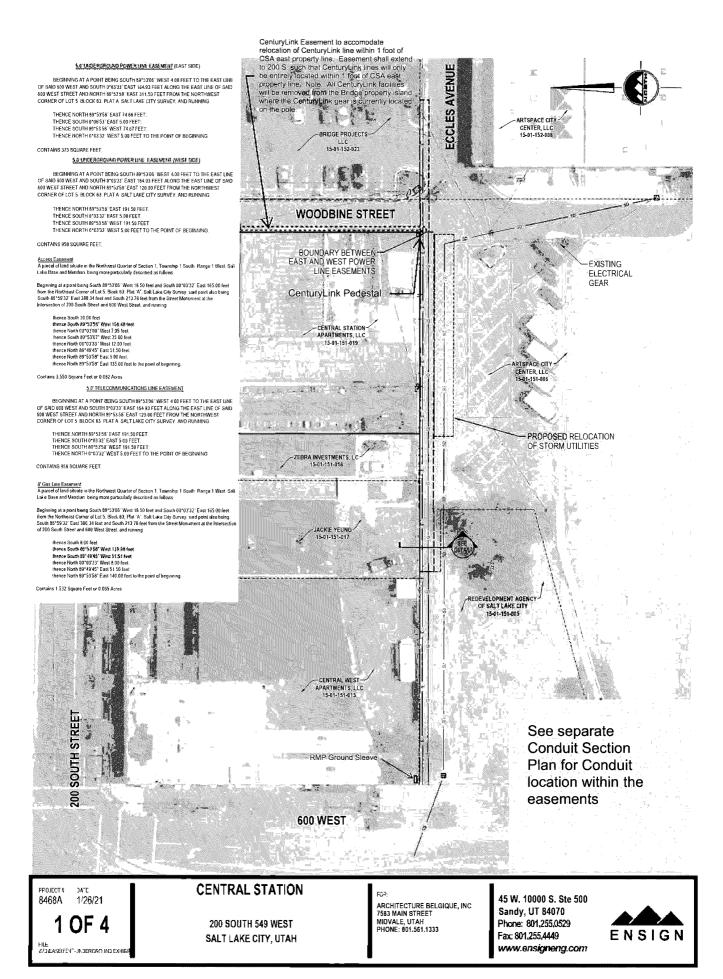


Exhibit C Amended Utilities Plan





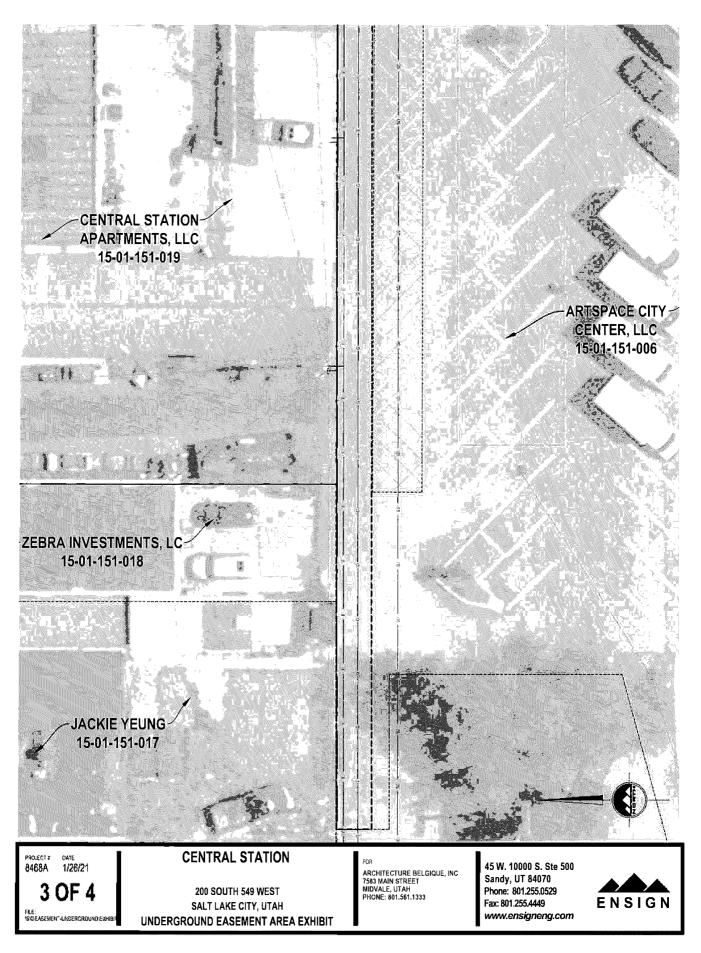
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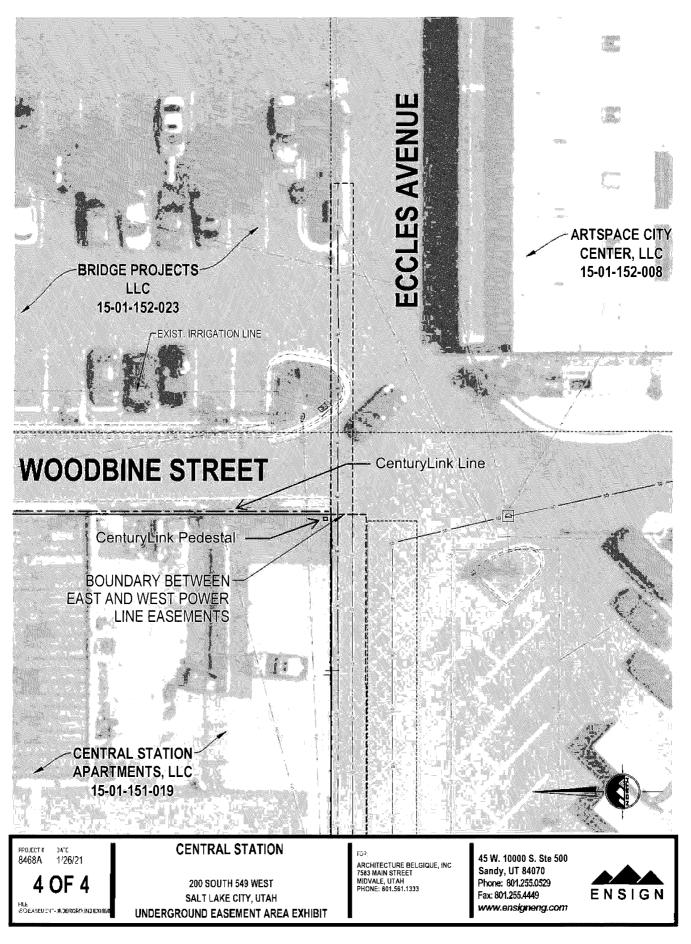
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200 SOUTH 549 WEST
SALT LAKE CITY, UTAH
UNDERGROUND EASEMENT AREA EXHIBIT

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







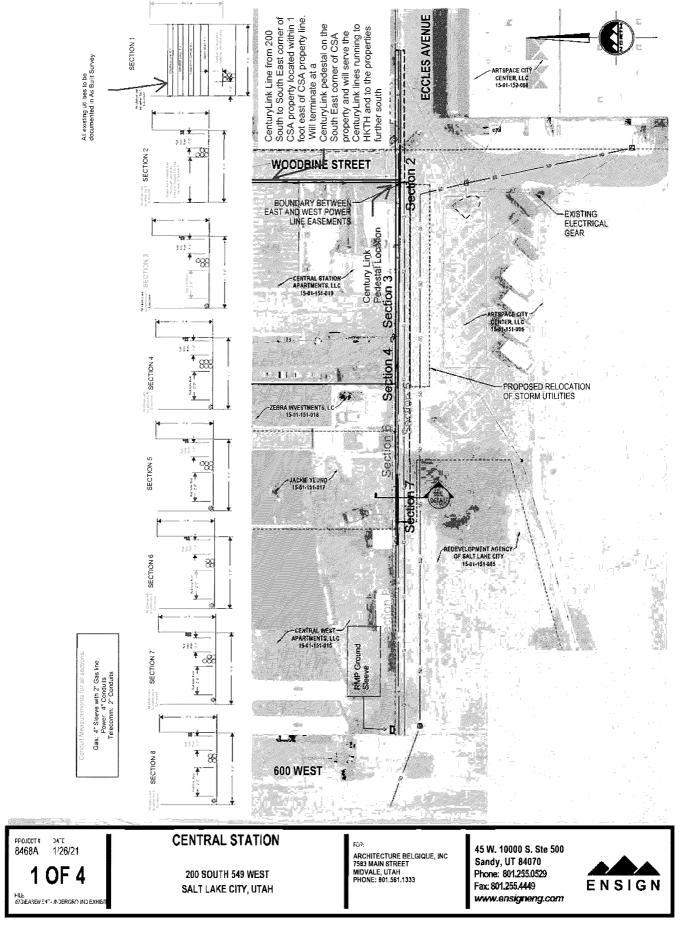


Exhibit D Section 1/2 Plan

EXHIBIT D

