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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
REDEVELOPMENT AGENCY OF SLC
ATTN: CRAYOLA
PO BOX 145518
SLC UT 84114
BY: ZJM, DEPUTY - MA 12 P.

WHEN RECORDED, RETURN TO:

John A. Dahlstrom Jr.
WASATCH COMMERCIAL MANAGEMENT, INC.
299 South Main Street, Suite 2400.
Salt Lake City, Utah 84111

12

FIRST AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF EASEMENTS, COVENANTS,
CONDITIONS AND RESTRICTIONS OF
CITY CENTRE

THIS FIRST AMENDMENT TO AMENDED AND RESTATED DELARARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF CITY CENTRE (this "First Amendment"), is made and entered into effective as of the 27 day of ^{October} ~~March~~, 2011 by CITY CENTRE DEVELOPMENT, LLC, a Utah limited liability company ("CCD"), 333 South State Holdings, LLC, a Utah limited liability company ("333") and CITY CENTRE HOLDINGS, LLC, a Utah limited liability company ("CCH"). CCD, 333 and CCH are referred to herein individually and an "Owner" and collectively as the "Owners".

RECITALS:

- A. This First Amendment, amends the Restated Declaration of Easements, Covenants, Conditions and Restrictions of City Centre ("Restated Declaration") recorded December 22, 1999. Capitalized terms not defined herein shall have the meaning set forth in the Restated Declaration.
- B. CCD is the successor in interest to Price/Prowswood, Ltd., a Utah general partnership ("Price") and the owner of the Developer Parcel as defined in the Restated Declaration.
- C. On June 24, 2010, CCD divided the Developer Parcel in two and conveyed a 1.79 acre parcel ("333 Parcel") to 333 for the development of the Questar Center office building.
- D. CCH is the successor in interest to City Centre Once Associates, LTD, a Utah limited partnership ("Associates") and the owner of the City Centre I Parcel as defined in the Restated Declaration.
- E. As set forth in Recital E of the Restated Declaration, the Developer Parcel, the 333 Parcel (as a legal subdivision of the Developer Parcel as set forth in Section 1.1.(ss) of the Restated Declaration) and the City Centre 1 Parcel (collectively, the "Entire Parcel") are the only parcels on Block 53 subject to the Restated Declaration; the Restated Declaration does not affect the Authority Parcel, the Bank Parcel, the State Parcel, or the Housing Parcel, all as defined in the Restated Declaration.
- F. Wasatch Commercial Management, Inc. ("Wasatch") has been hired and appointed as the Project Director as defined in the Restated Declaration.

G. Pursuant to Section 23.14 of the Restated Declaration, the Redevelopment Agency of Salt Lake City ("**RDA**") has executed the Restated Declaration, not as a party thereto, but for the limited purpose of confirming (a) that the terms of the Restated Declaration are not inconsistent with the terms of the condominium declaration or other instrument containing covenants, conditions, and restrictions running with the land, which the RDA intends to cause to be executed for the benefit of the Housing Parcel, (b) that the terms of the Restated Declaration are not inconsistent with the Parking-Related Agreements, and (c) that the RDA agrees with the terms of Section 5 with respect to the Pedestrian Easements, and with those provisions dealing with the Condo Parking Structure, of which it will be a part owner.

H. 333 and Wasatch have begun construction of the Questar Center located at 333 South State Street.

I. In Section 5 of the Restated Declaration, Developer has reserved and granted an easement and right of way with a width of not less than fifty (50) feet, for the benefit of the general public, (i) for pedestrian access; (ii) for the free and uninterrupted enjoyment of light, view and air; over, across and through the Developer Parcel in a north-south direction within the easement envelope depicted on the Site Plan as the "**Public Walkway Envelope**"; and (iii) for use as a fire lane. The area upon which the public walkway is actually constructed is described in the Restated Declaration as the "**Public Walkway**" and is referred to herein as the "**North-South Public Walkway**."

J. In Section 5 of the Restated Declaration, Developer has also reserved and granted an easement and right of way for pedestrian access with a width of not less than thirty (30) feet in an east-west direction, for the benefit of the general public, over, across and through the portion of the Developer Parcel within the envelope depicted on the Site Plan as "**East-West Pedestrian Easement Envelope**." The area upon which the East-West Pedestrian Easement is actually constructed is described herein as the "**East-West Public Walkway**."

K. Pursuant to Section 5 of the Restated Declaration, the North-South Public Walkway and the East-West Public Walkway shall be designed in accordance with design and construction criteria ("**Public Walkway Criteria**") first approved in writing by the Project Director and the RDA.

L. Project Director and RDA have produced Public Walkway Criteria that have been reviewed and accepted by Owners and RDA as set forth in Exhibit A attached hereto and incorporated herein, and that are consistent with the letter and spirit of the requirements enumerated by the Restated Declaration, and RDA and Owners agree that the attached criteria will govern design and construction of all Public Walkways required by the CC&Rs.

M. On January 11, 2011, the Board of Directors of the RDA met and adopted a resolution approving the Public Walkway Criteria developed by Project Manager and RDA.

- N. The Owners desire to amend the Restated Declaration to:
- a. include the Public Walkway Criteria approved by Wasatch and RDA;
 - b. update the Site Plan Exhibit to show the locations and dimensions of the North-South Public Walkway and East-West Public Walkway; and
 - c. to provide legal descriptions of the Public Walkway Envelopes.

AMENDMENTS:

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Owners hereby amend the Restated Declaration as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.
2. **Public Walkway Criteria.** Section 5.1 (b) Design and Construction of Public Walkway, is hereby amended to include the following at the end of the paragraph:

The Public Walkway Criteria approved by Project Director and RDA is as set forth in Exhibit A to the First Amendment.

3. **Site Plan.** The Site Plan as defined in Section 1.1.(ppp.) and as set forth in Section 1.2, 5.1.(a), 5.2 (a) and (d) and Exhibit C to the Restated Declaration shall be replaced with Exhibit B to this First Amendment.
4. **Legal Descriptions of Public Walkway Envelopes.** The following Section 5.10 and Exhibit C hereto are added to the Restated Declaration:

5.10 Legal Descriptions of Public Walkway Envelopes. The legal descriptions for the Public Walkway Envelope and the East-West Pedestrian Easement Envelope are as set forth in Exhibit C attached to this First Amendment and incorporated herein by this reference.

5. **Binding Effect.** The terms and conditions of this First Amendment shall be binding upon and inure to the benefit of the Owners and their respective successors, transferees and assigns.
6. **Restated Declaration Terms Apply; Amendment Controls.** Except as specifically provided herein, the terms and conditions of the Restated Declaration shall remain in full force and effect. If any provision of the Restated Declaration is in conflict with any provisions of this First Amendment, the terms of this First Amendment shall control.
7. **Counterparts.** This First Amendment may be executed in counterparts, each of which shall be deemed as original and all of which shall constitute a single instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto.
8. **Execution by the RDA.** The RDA's execution of this First Amendment is for the limited purpose of confirming that the RDA agrees with the terms of amendments related to Section 5 of the Restated Declaration with respect to the Pedestrian Easements.

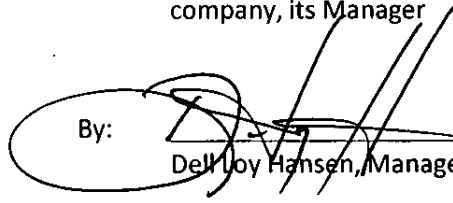
[SIGNATURE APPEAR ON THE FOLLOWING PAGES,
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this First Amendment has been executed as of the date first above written.

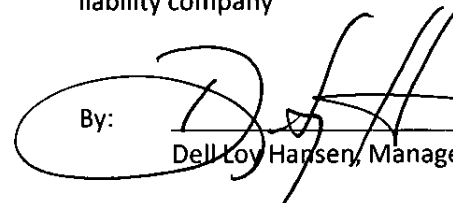
OWNERS:

CITY CENTRE HOLDINGS, LLC, a Utah limited liability company

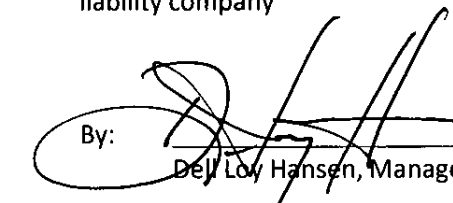
By: **JDJ CC MANAGER, LLC**, a Utah limited liability company, its Manager

By:  _____
Dell Loy Hansen, Manager

CITY CENTRE DEVELOPMENT, LLC, a Utah limited liability company

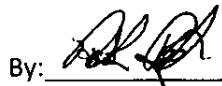
By:  _____
Dell Loy Hansen, Manager


333 SOUTH STATE HOLDINGS, LLC, a Utah limited liability company

By:  _____
Dell Loy Hansen, Manager

RDA:

REDEVELOPMENT AGENCY OF SALT LAKE CITY, a body corporate and politic of the State of Utah

By:  _____
Ralph Becker
Its Chief Administrative Officer

By:  _____
D.J. Baxter
Its Executive Director

Approved as to legal form:
CHAPMAN AND CUTLER LLP

By: _____

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

The foregoing instrument was acknowledged before me this 12 day of October, 2011, by DELL LOY HANSEN, as Manager JDJ CC Manager, LLC, the Manager of City Centre Holdings, LLC, a Utah limited liability company.



Haley Aland Waltman
NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires: 1/20/2015

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

The foregoing instrument was acknowledged before me this 12 day of October, 2011, by DELL LOY HANSEN, as Manager of City Centre Development, LLC, a Utah limited liability company.

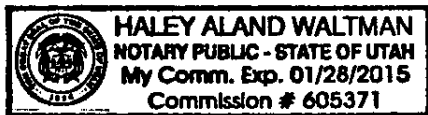


Haley Aland Waltman
NOTARY PUBLIC
Residing at: Salt Lake

My Commission Expires: 1/20/2015

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

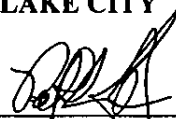
The foregoing instrument was acknowledged before me this 12 day of October, 2011, by DELL LOY HANSEN, as Manager of 333 South State, LLC, a Utah limited liability company.

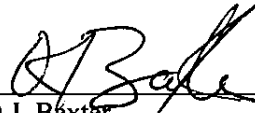


Haley Aland Waltman
NOTARY PUBLIC
Residing at: Salt Lake

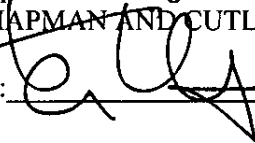
My Commission Expires: 1/20/2015

RDA: REDEVELOPMENT AGENCY OF SALT LAKE CITY

By: 
Ralph Becker
Its Chief Administrative Officer

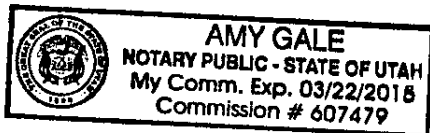
By: 
D.J. Baxter
Its Executive Director

Approved as to legal form:
CHAPMAN AND CUTLER LLP

By: 

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

The foregoing instrument was acknowledged before me this 31 day of October, 2011 by RALPH BECKER, as Chief Administrative Officer of the REDEVELOPMENT AGENCY OF SALT LAKE CITY, a body corporate and politic of the State of Utah



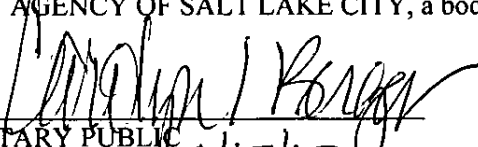

NOTARY PUBLIC
Residing at: _____

My Commission Expires: 3/22/16

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

The foregoing instrument was acknowledged before me this 27 day of October, 2011 by D.J. BAXTER, as Executive Director of the REDEVELOPMENT AGENCY OF SALT LAKE CITY, a body corporate and politic of the State of Utah




NOTARY PUBLIC
Residing at: 4/17/13

My Commission Expires: _____

EXHIBIT A
Public Walkway Criteria

North-South Public Walkway and View Easement. As provided for in Section 5.1.a. of the Restated Declaration, the Public Walkway within this easement area will include:

- A pedestrian access of not less than a total width of 28 feet, including not less than 4 feet dedicated to an accessible ramp, and not less than 16 feet to pedestrian use. The remaining 8 feet, but not less than 4 feet, will be used to create planters to enhance the pedestrian environment. The walkway will be designed in such a way as to seamlessly connect to that portion of the walkway constructed as part of the Questar, Metro Condominium and City Centre site improvements. The Public Walkway will also be designed such that when the accessible ramp and pedestrian walkway meet the 400 South sidewalk improvement there will be no steps or will provide reasonable ADA access.

East-West Pedestrian Easement Envelope. As provided for in Section 5.2.a. of the Restated Declaration, the Public Walkway within this area shall be a minimum of 30 feet in width, for the benefit of the general public, and will include:

- A pedestrian walkway of not less than 30 feet wide, not accessible to motor vehicles except to cross the easement as within the fire lane area of the North South Public Walkway and View easement. The walkway will be both for pedestrian and ADA access and connect seamlessly with the existing pedestrian walkway between the City Centre and Metro Condominium buildings.

Design Requirements and Standards. The following Design Requirements and Standards shall apply to the Public Walkways within both the North-South Public Walkway Envelope and the East-West Pedestrian Easement Envelope.

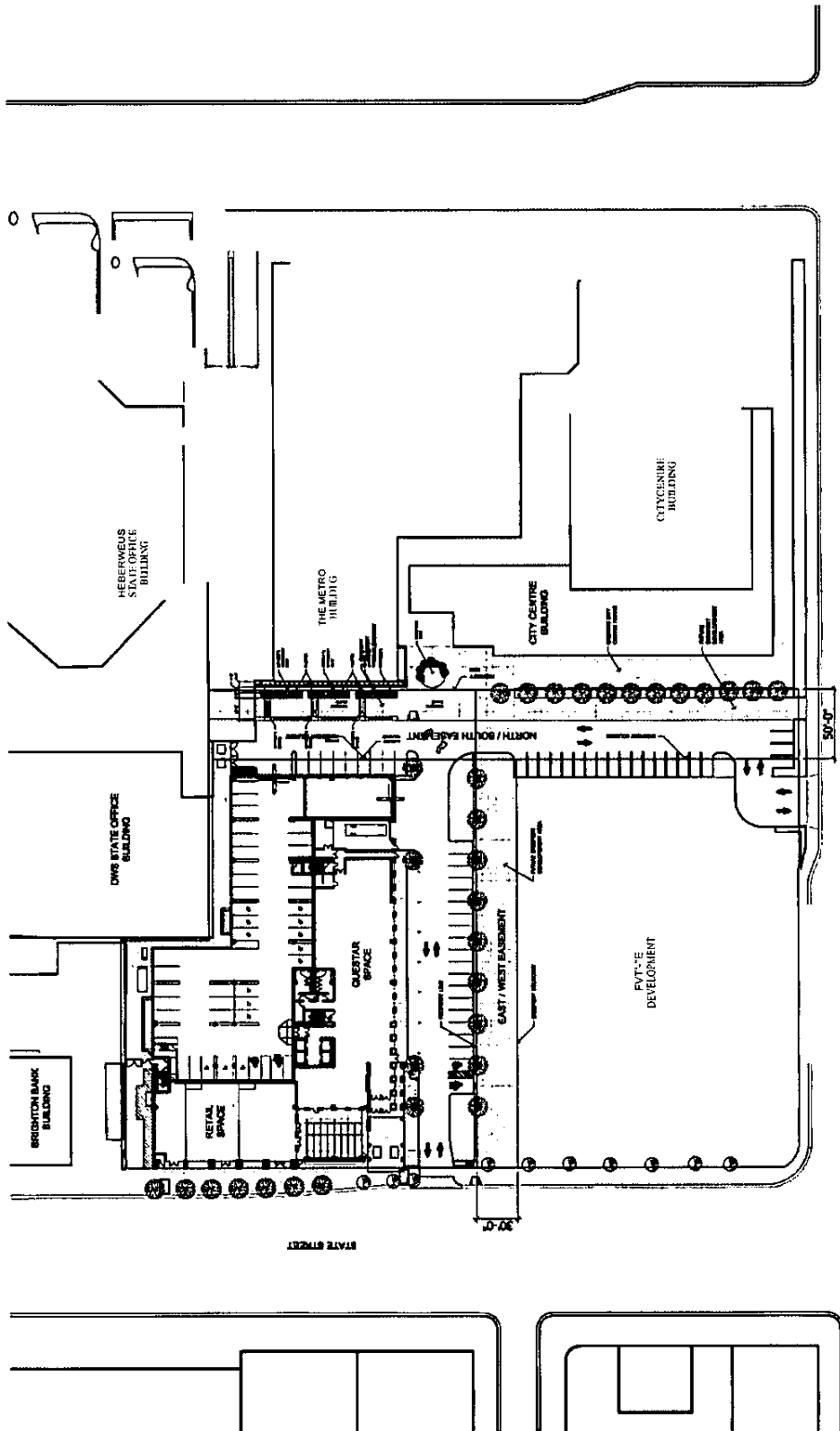
1. Landscaping Standards. The developer shall use the Landscaping Design Standards and Guidelines contained in the Salt Lake City Zoning Ordinance in effect at the time of the development of the remaining Development Parcel or the following, whichever requires the planting of larger vegetation or is more restrictive.
 - a. Deciduous Trees: All deciduous trees shall have a minimum trunk size of two inches (2") in caliper.
 - b. Evergreen Trees: No evergreen tree will be permitted in the easements.
 - c. Ornamental Trees: No ornamental trees will be permitted in the easements.
 - d. Trees should be planted, at a maximum, of every twenty five (25) feet.

- e. Shrubs: All shrubs shall have a minimum height or spread of eighteen inches (18") depending on the plant's natural growth habit. Plants in five (5) gallon containers will generally comply with this standard.
 - f. Drought Tolerant Species: Site conditions in Salt Lake City are generally arid, and the selection of plant species suited to dry conditions is appropriate. To promote water conservation, not less than eighty percent (80%) of the trees and eighty percent (80%) of the shrubs used on the site shall be drought tolerant species that can withstand dry conditions once established. Any debate about whether or not a particular species is drought tolerant shall be settled by the Salt Lake City Urban Forester.
 - g. Planting beds shall be mulched with bark chips, decorative stone, or similar materials. Mulch shall not be used as a substitute for plants.
 - h. Irrigation: All planting beds shall include automatic irrigation systems.
 - i. Electrical: All planting beds shall include electrical outlets sufficient to support holiday lighting.
2. Paving Materials. Permitted materials include unit masonry, scored and natural or colored concrete, or combinations of the above.
 3. Other Improvements. The improvements may include non-permanent kiosks and non-permanent furniture on or adjacent to the walkways so long as a path for pedestrian access is maintained.
 4. Construction of Improvements. As it relates to the Public Walkways located in the East-West Pedestrian Easement Envelope and in that portion of the North-South Public Walkway and View Easement adjacent to, and south of, the East-West Pedestrian Easement Envelope, these improvements shall be constructed simultaneously with the construction of any building greater than 10,000 square feet on the remaining development parcel located on the corner of State and 400 South Streets. With respect to the Public Walkway located in the North-South Pedestrian Easement Envelope to the north of the East-West Pedestrian Easement Envelope, these improvements shall be constructed prior to the completion and occupancy of the Questar building on Lot 1.

EXHIBIT B

**LOCATION AND DIMENSIONS OF
THE NORTH-SOUTH PUBLIC WALKWAY AND VIEW EASEMENT ENVELOPE AND
THE EAST-WEST PEDESTRIAN EASEMENT ENVELOPE**

The Public Walkway improvements shall be located in the North-South Public Walkway and View Easement Envelope (shown as the North / South Easement) and the East-West Pedestrian Easement Envelope (shown as the East / West Easement) areas as shown on the site plan and subdivision plat on the following pages below:



400 SOUTH
 NORTH
 EASEMENT PLAN
 NO SCALE

EXHIBIT C

The legal descriptions for the Public Walkway Envelope and the East-West Pedestrian Easement Envelope as set forth herein above are more particularly described as follows:

NORTH-SOUTH PUBLIC WALKWAY AND VIEW EASEMENT ENVELOPE:

An easement and right of way with a width of fifty (50) feet running north and south along the east property line of the Property as depicted in the Site Plan above, and more particularly described as follows:

A parcel of land located in Lots 1, 2, 3, 4, 7, and 8, all in Block 53 of Plat 6, Official Survey of Plat "A" Salt Lake City Survey, said parcel being more particularly described as follows:

Beginning at a point on the South Line of said Block 53, said point being also S89°57'29"E 297.83 feet, along said South Line, from the Southwest Corner of said Lot 2 of Block 53, thence N00°02'31"W 430.19, thence N89°57'26"E 50.00 feet to the West Boundary Line of The Metro Condominium Plat as recorded in the Salt Lake County Recorder's Office; thence, along said West Boundary Line of The Metro Condominium Plat and the City Centre One Parcel S00°02'31"E 430.19 feet to said South Line of Block 53; thence along said South Line of Block 53, S89°57'29"W 50.00 feet to the Point of Beginning.

Contains: 21,509 SF or 0.49 Acres.

EAST-WEST PEDESTRIAN EASEMENT ENVELOPE:

An easement and right of way with a width of thirty (30) feet running east and west across the property as depicted in the Site Plan across the Developer Parcel as depicted in the Site Plan above and more particularly described as follows:

A parcel of land located in Lot 3 of Block 53 of Plat 6, Official Survey of Plat "A", Salt Lake City Survey, said parcel being more particularly described as follows:

Beginning at a point on the West Line of said Block 53, said point being also N00°02'14"W 207.44, along said West Line of Block 53, from the Southwest Corner of Lot 2 of said Block 53, thence, along said West Line of Block 53, N00°02'14"W 30.00 feet to the Southwest Corner of Lot 1 of The City Centre Lot 1-Amended Minor Subdivision as recorded as Entry No. 10988436 in Book 9840 at Page 525 in the Salt Lake County Recorder's Office; thence, along the South Line of said Lot 1, East 297.81 feet to the West Line of the 50 foot Pedestrian and Fire Access Easement, thence, along said West Line, S00°02'31"E 30.00 feet; thence West 297.81 feet to the Point of Beginning.

Contains: 8,934 SF or 0.20 Acres.