AFTER RECORDING RETURN TO:

COTTONWOOD HEIGHTS
Attn. Recorder
1265 East Fort Union Blvd., Suite 250
Cottonwood Heights, UT 84047
CT-106069-CAP

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12/27/2018 4:16:00 PM $292.00
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ADAM GARDINER
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 142 P.

DEVELOPMENT AGREEMENT

TIN 22-25-176-023

CANYON CENTRE COMMUNITY DEVELOPMENT PROJECT AREA
COTTONWOOD HEIGHTS, UTAH

THIS DEVELOPMENT AGREEMENT (this "*Agreement*") is entered into effective 24 December 2018 between the **COTTONWOOD HEIGHTS COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a governmental entity organized under the laws of the state of Utah whose address is 2277 East Bengal Blvd., Cottonwood Heights, UT 84121, and **CANYON CENTRE CAPITAL, LLC**, a Utah limited liability company whose address is 9067 South 1300 West, Suite 105, West Jordan, Utah 84088-5582. Agency and Developer are sometimes singly referred to in this Agreement as a "*Party,*" or collectively as the "*Parties.*"

RECITALS:

A. In furtherance of the objectives of the "Limited Purpose Local Government Entities--Community Reinvestment Agency Act," UTAH CODE ANN. Title 17C, Chapters 1 through 5 (including any future amendments or successors, the "*Act*"), Agency has undertaken a program for the development of the Project Area. All capitalized terms used herein without further definition shall have the meaning set forth in Article I below. The Project Area consists of the five Lots more particularly shown and described on the copy of the Subdivision Plat attached as **ATTACHMENT NO. 1.**

B. Agency has prepared, and City has approved, the CDA Plan providing for the development of real property located within the Project Area and the future uses of such land, which CDA Plan has been filed with both City and Agency. The current approved CDA Plan and its related project area budget are described on **ATTACHMENT NO. 2.**

C. The Subdivision Plat has been recorded in the official records of the Recorder of Salt Lake County, Utah. The division of the Lots as shown on the Subdivision Plat contemplates the development of the separate uses in the Project Area as described in this Agreement.

D. The Project Area consists of approximately 10.89 acres which Developer has agreed to develop with certain Private Improvements and certain Public Improvements as provided in the CDA Plan and this Agreement. The Private Improvements and the Public Improvements are described in **ATTACHMENT NOS. 3 AND 4,** respectively, and are shown on the proposed Master Plan attached as **ATTACHMENT NO. 5.**

E. Developer has recorded the Master Declaration against the entire Project Area and will record the Condominium Declaration against Lot 2 of the Project Area in connection with the development of the Project Area as described in the CDA Plan and this Agreement.

F. Agency believes that the development of the Project Area, as provided in the CDA Plan and this Agreement, is vital and in Agency's best interest; is in the best interest of the health, safety and welfare of City's residents; and is in accord with the public purposes and provisions of the applicable state laws and requirements under which development of the Project Area is undertaken.

G. Agency heretofore has entered into the Interlocal Agreements with the Taxing Entities to fund the CDA Plan, and Agency has agreed to provide tax-increment financing related to the Public Improvements, on the terms and conditions set forth herein, through payment of Available Tax Increment. The Interlocal Agreements, as amended, are described in **ATTACHMENT NO. 6.**

H. Agency desires to enter into this Agreement to, *inter alia*, achieve the objectives of the CDA Plan and to encourage the development of the Project Area by private enterprise for and in accordance with the uses specified in the CDA Plan.

I. Developer desires to enter into this Agreement to induce Agency to perform its respective obligations hereunder and on the terms and conditions specified in the CDA Plan.

AGREEMENT:

NOW, THEREFORE, for and in consideration of their mutual promises and for other good and valuable consideration, the receipt and legal adequacy of which is hereby acknowledged, the Parties covenant and agree as set forth herein.

ARTICLE 1 – DEFINITIONS

In addition to terms defined elsewhere in this Agreement, the following capitalized terms have the meanings and content set forth in this Article 1, wherever used in this Agreement, and the Parties agree to the provisions set forth within the following definitions:

"*Act*" has the meaning set forth in Recital "A" above.

"*Agency*" means the Cottonwood Heights Community Development and Renewal Agency, a public body organized and existing under the Act, including any successor public agency designated by or pursuant to law.

"*Assessed Taxable Value*" for any Tax Increment Year means the assessed taxable value as equalized and shown on the records of the Salt Lake County Assessor's Office for that Tax Increment Year for the Project Area.

"*Available Tax Increment*" means the portion of the Tax Increment monies which Agency actually receives from the Project Area pursuant to the Interlocal Agreements and Sections 17C-4-201 through 203 of the Act; provided, however, that unless (and only to the extent) otherwise provided by any of the Interlocal Agreements or any other agreement(s) between Agency and any Taxing Entities, the following monies shall not be considered part of the Available Tax Increment nor paid as Tax Increment under any circumstances:

(a) For each Tax Increment Year of the Tax Increment Period, the first 5% of all the Tax Increment received by Agency, which 5% of Tax Increment shall be received and retained by Agency for administrative purposes occurring during the Tax Increment Period;

(b) Any Tax Increment monies which Agency receives at any time attributable to property other than the Project Area, or from other project areas (except the Project Area) which Agency and City have previously established, or which they may hereafter establish;

(c) The ad valorem property taxes regarding the Project Area paid prior to or after the Tax Increment Period;

(d) Any portion of the Tax Increment monies that Agency is required to refund, rebate or pay over to the Canyons School District or another taxing entity or third party pursuant to any of the Interlocal Agreements, which agreements shall not be materially modified in a manner that affects the amount or payment of Tax Increment monies absent the written consent of Agency, County and Developer; and

(e) Any Tax Increment monies which Agency receives pursuant to any provision, consent or agreement other than those of the current Interlocal Agreements, whether as a result of other provisions of the Act (or any successor law), or additional approvals or consent obtained from one or more taxing entities, or an amended or additional interlocal agreement or resolution of a taxing entity providing additional Tax Increment not set forth in the current Interlocal Agreements, except to the extent Agency in its sole discretion agrees to modify the terms of this Agreement in connection therewith.

The Tax Increment monies described in the above Subparagraphs (a) – (e), inclusive, above are reserved by Agency for uses and purposes other than payment in connection with the development of the Project Area.

The base tax year (as that term is defined or used in the Act and the Interlocal Agreements and applied to the Master Plan) is tax year 2016, which would be the tax rolls equalized as of 1 January 2016.

"*Agency Enforcement Methods*" means the methods, mechanisms and means by which Agency or County penalizes, discourages or prevents unauthorized non-Public Use of the Public Stalls in violation of the Public Easement, including, without limitation, methods such as ticketing, booting and towing offending vehicles. All monetary proceeds of any Agency Enforcement Methods shall belong to Agency or County, as applicable, and such enforcement methods shall be undertaken at the sole cost and expense of Agency or County, as applicable.

"*Association Enforcement Methods*" means the methods, mechanisms and means by which the Condominium Association penalizes, discourages or prevents unauthorized Public Use of the Parking Stalls in violation of the Shared Parking Plan and the Master Parking Agreement, including, without limitation, methods such as ticketing, booting and towing offending vehicles. All monetary proceeds of any Association Enforcement Methods shall belong to the Condominium Association, and such enforcement methods shall be undertaken at the sole cost and expense of Condominium Association.

"*Available Use*" or "*Available Uses*" shall be limited to the uses authorized by City's code of ordinances, including permitted uses and conditional uses, under the Project Area's "Mixed Use" zoning designation. This Agreement does not relieve Developer from full compliance with City's code of ordinances in all aspects of its development of the Project, including obtaining any necessary conditional use permits, nor does it obligate City to approve any Available Uses sought by Developer or others in connection with the Project.

"*Capital Reserves*" has the meaning defined in the Master Parking Agreement.

"*CDA Plan*" (or "*Plan*") and "*CDA Budget*" (or "*Budget*") means the "2nd Amended Project Area Plan" and the "Amended Project Area Budget" approved by Agency and/or City, as applicable, on or about 18 December 2018, which amends that certain community development plan entitled the "Amended Canyon Centre Community Development Plan," and its related budget, adopted by the City Council pursuant to its Ordinance No.182 dated 27 September 2011 and published on 22 November 2011, as heretofore amended. Such Plan and Budget are incorporated herein as **ATTACHMENT NO. 2** and made a part hereof as if set forth in full in this Agreement.

"*Certificate of Occupancy*" means, with respect to a building or other structure, a permanent certificate of occupancy for the building or other structure that is issued by City.

"*City*" means the city of Cottonwood Heights, Salt Lake County, Utah, a political subdivision of the state of Utah.

"*City Council*" means City's municipal council.

"*Closing*" means consummation of the acquisition by Agency and the Park Owner, respectively, from Developer of the Public Easement and the Park Lot as set forth in Article 5.

"*Commitment*" means the commitment for title insurance covering Lot 1 and Lot 2 of the Project that was issued by Old Republic National Title Insurance Company through Cottonwood Title Insurance Agency, Inc. under File Number 106069-CAP with an effective date of August 13, 2018.

"*Condominium Association*" means the not-for-profit corporation to be created for the purpose of administering the portion of the Project Area that is subject to the Condominium Declaration.

"*Condominium Declaration*" means the condominium declaration to be recorded prior to the Closing against Lot 2 of the Project Area. The Condominium Declaration shall be in the form of **ATTACHMENT NO. 9** hereto or as otherwise agreed to by Agency in writing until Agency's acquisition of the Public Easement, and shall be subordinate to this Agreement, as such declaration may hereafter be supplemented or amended.

"*Condominium Plat*" means the condominium plat to be recorded before the Closing against Lot 2 of the Project Area to create the Condominium Units subject to the Condominium Declaration.

"*Condominium Project*" means the commercial condominium project created by filing the Condominium Declaration on Lot 2 of the Project.

"*Condominium Unit*" means any of the separately numbered and individually described units now or hereafter shown on the Condominium Plat.

"*Construction Loan,*" "*Construction Loan Agreement,*" "*Construction Loan Documents,*" "*Construction Note,*" and "*Construction Trust Deed*" each has the meaning set forth in Section 5.1(c) below.

"*County*" means Salt Lake County, Utah, a political subdivision of the state of Utah.

"*County Loan*" means $7.75 Million anticipated to be loaned or otherwise made available by County to Agency under the County Loan Interlocal pursuant to, *inter alia*, UTAH CODE ANN. 11-13-215. Developer acknowledges and agrees that County will require Agency to (a) repay the County Loan from Tax Increment from the Project, and (b) enter into various agreements concerning the County Loan (copies of which have been provided to Developer), including, without limitation, the Public Easement Agreement establishing the public parking rights described in this Agreement.

"*County Loan Interlocal*" means an interlocal agreement, and any amendments thereto or documents contemplated by such interlocal agreement, between County and Agency whereunder County makes the County Loan to Agency on the terms and conditions specified therein.

"*Current Line*" has the meaning set forth in Section 2.1(a)(3) below.

"*Declarations*" means the Condominium Declaration and the Master Declaration, collectively.

"*Developer*" means Canyon Centre Capital, LLC, a Utah limited liability company.

"*Distribution Chart*" means the method and anticipated amounts by which the Tax Increment will be distributed to the Taxing Entities, Agency and Developer as shown in the "Multi-Year Budget for Inclusion in the Amended Project Area Budget" dated 9 November 2018 prepared by Lewis, Young, Robertson & Burningham, Inc., a copy of which is attached as **ATTACHMENT NO. 7**.

"*Exclusive Public Stalls*" has the meaning set forth in Section 2.1(c)(1)(ii).

"*Hotel Unit*" is identified in the Condominium Declaration as Unit 2A and 2A-2 (sometimes called "*Parking Level 2*").

"*Improvements*" means the Private Improvements and the Public Improvements contemplated under this Agreement to be constructed and installed by Developer or Developer's successor owners within the Project Area pursuant to this Agreement. The Improvements are as described in this Agreement and its **ATTACHMENT NOS. 3 AND 4**.

"*Infrastructure*" means all rights of way (public and private), roadway improvements (such as curbs, gutters, sidewalks and asphalt street surface materials), sewer, water, power and natural

gas lines, both public and private, with defined access to each Lot as depicted on the Subdivision Plat or the Master Plan of the Project Area and otherwise sufficient to meet the needs of the Project.

"*Interlocal Agreements*" means the interlocal agreements between Agency and the Taxing Entities which are described in **ATTACHMENT NO. 6**, as the same may be amended from time to time.

"*Lots*" means Lots 1-5 of the Project Area as shown on the Subdivision Plat.

"*Lots 3-5 Owners*" means the legal owners of Lots 3, 4 and 5.

"*Master Declaration*" means that certain Master Declaration of Covenants, Conditions and Restrictions for Canyon Centre Subdivision recorded 20 April 2015 as Entry No. 12033926 in Book 10316 at Pages 3767 through 3807, as such declaration may hereafter be supplemented or amended, including pursuant to the First Amendment to Master Declaration attached hereto as **ATTACHMENT NO. 10** (the "*First Amendment to Master Declaration*").

"*Master Parking Agreement*" means the agreement entered into pursuant to the Condominium Declaration for management and control of the Parking Structure.

"*Master Plan*" means the master plan for Canyon Centre dated 15 June 2017, which is subject to Agency's prior written approval as well as any required approval by City under Title 19 of City's code of ordinances. Subject to any of those required approvals not heretofore granted, a copy of the Master Plan is attached hereto as **ATTACHMENT NO. 5**.

"*Nonexclusive Public Stalls*" *has the meaning set forth in Section 2.1(c)(1)(iii) below.*

"*Office Unit*" is identified in the Condominium Declaration as Unit 2B, 2B-1 (sometimes called "Parking Level 1") and 2B-3 (sometimes called "*Parking Level 3*").

"*Park*" means the public park anticipated to be constructed by Park Owner on the Park Lot following its purchase by such entity.

"*Park Lot*" means Lot 1 of the Project Area as improved by Developer with the Park Base Improvements.

"*Park Base Improvements*" means the basic improvements required for future development of the Park as shown on the Master Plan, including the private access right-of-way improvements, preliminary grading, sidewalks, public utility services (including all appropriate sewer, water, electrical and storm sewer connections and other infrastructure needed to allow the Park to function as contemplated) stubbed into Lot 1. Developer is obligated to pay the full cost of the Park Base Improvements.

"*Park Optional Improvements*" include such additional improvements and amenities to the Park Lot beyond the Park Base Improvements as Park Owner may deem appropriate in its sole discretion, such as a summer amphitheater including a covered stage and related amenities, enhanced landscaping, conversation-based fire pits and related patios, and other features. Developer is not obligated to pay any of the cost of any Park Optional Improvements.

"*Park Owner*" means the governmental entity that owns and operates the Park, whether Agency or City.

"*Parking Expenses*" means the future costs of operating, maintaining, repairing and replacing the Parking Structure following its initial construction by Developer, including Capital Expenditures as defined in the Master Parking Agreement, and as more specifically addressed in the Master Parking Agreement.

"*Parking Fees*" has the meaning set forth in Section 2.1(c)(3).

"*Parking Management Committee*" has the meaning set forth in Section 2.1(c)(2).

"*Parking Stalls*" has the meaning set forth in Section 2.1(c).

"*Parking Structure*" has the meaning set forth in Section 2.1(a)(1).

"*Parking Level*" means and refers to each of the three levels of the Parking Structure as depicted on the Shared Parking Plan, specifically Parking Level 1 (P1), Parking Level 2 (P2) and Parking Level 3 (P3).

"*Permitted Exceptions*" has the meaning set forth in Section 5.1(c)(3)(iii)(A).

"*Private Bond*" has the meaning set forth in Section 5.1(d).

"*Private Improvements*" means the non-Public Improvements to the Project Area to be constructed by Developer and the Lots 3-5 Owners as required by this Agreement, including those more particularly described in this Agreement, referred to in **ATTACHMENT NO. 3** or shown on **ATTACHMENT NO. 5**, together with all off-site improvements and all private parking, internal drive lanes, sewer, water, storm sewer, curbs, gutters, sidewalks and landscaping within the Project Area, as required by City codes, rules and regulations and this Agreement. Agency and Developer anticipate that construction of the Private Improvements will enhance the Assessed Taxable Value of the Project Area, which will be used to calculate the Available Tax Increment under this Agreement.

"*Project*" has the meaning set forth in Section 2.1(a).

"*Project Area*" means the Canyon Centre Community Development Project Area located in Cottonwood Heights, Salt Lake County, Utah, as more fully described in the Plan and referenced by the legal description and other information shown on the Subdivision Plat attached hereto as **ATTACHMENT NO. 1**.

"*Public Easement Agreement*" means the written document granting the Public Easement, which shall be in such form attached hereto as **ATTACHMENT NO. 11**, together with such modifications thereto as Agency reasonably may direct and which are reasonably approved by Developer before the Closing. The Public Easement Agreement shall be recorded in the office of the Salt Lake County Recorder after recordation of the Declarations but prior to conveyance of any of the Units. The Declarations shall, however, be expressly subordinate to the Public Easement

Agreement and to the Public Easement created thereunder regardless of the actual recording sequence.

"*Public Easement*" means the perpetual, irrevocable and exclusive public parking easement, and associated ingress and egress rights, covering certain parking stalls and times of use in the Parking Structure, to arise pursuant to the Public Easement Agreement to be executed and delivered by Developer to Agency and County as of or before the Closing, as further described in Section 2.1 and elsewhere in this Agreement.

"*Public Improvements*" means the non-Private Improvements to the Project Area to be constructed by Developer and dedicated or purchased by Agency or its designee under this Agreement, including the Parking Structure subject to the Public Easement and the Park as improved with the Park Base Improvements.

"*Public Stalls*" has the meaning set forth in Section 2.1(c)(1)(iv) below.

"*Public Use*" means use of the Public Stalls by members of the general public while taking advantage of the Condominium Project amenities (i.e., the Restaurant/Retail improvements and public areas of the Hotel), when visiting the Park or when visiting ski resorts or other activities in the nearby canyons. Public Use of the Exclusive Public Stalls is limited to use of such stalls by members of the general public who are then visiting those canyons and shall not be available for use by owners, tenants, occupants, employees, customers or invitees of any Unit except to the extent, and for the duration, that such persons are then visiting those canyons; provided that Agency and County may modify the scope of permissible Public Use of the Exclusive Public Stalls beyond solely parking for canyon visitors by written resolutions enacted by both Agency and County. Public Use of the Nonexclusive Public Stalls does not include use of those stalls by owners, tenants, occupants or employees of any Unit or a business conducted within any Unit, but does include use of the Nonexclusive Public Stalls by visitors and invitees of the Units other than lodging guests of the Hotel Unit (who are provided with adequate parking under the Shared Parking Plan and the Master Parking Agreement).

"*Public Use Times*" has the meaning set forth in Section 2.1(c) below, as more fully set forth in the Shared Parking Plan.

"*Purchase Price*" means the purchase price to be paid by Agency or its designee to Developer for purchase of the Public Easement, Lot 1 and the Public Improvements as more particularly set forth in Article 5 below.

"*Restaurant Unit*" is identified in the Condominium Declaration as Unit 2C.

"*Retail Units*" are identified in the Condominium Declaration as the two Units 2D and 2E.

"*Senior Lien*" means the deed of trust that is described in Exception 18 on Schedule B-2 of the Commitment.

"*Shared Parking Plan*" means the shared parking plan for the Parking Structure that is attached hereto as **ATTACHMENT NO. 8**.

"*Storm Line Work*" has the meaning set forth in Section 2.1(a)(3) below.

"*Subdivision Plat*" means the subdivision plat for the Project recorded in the official records of the Recorder of Salt Lake County, Utah (the "*Official Records*") on 8 April 2015 as Entry No. 12026637 in Book 2015P of Plats at Page 83. Although not considered a Subdivision Plat hereunder, the Parties acknowledge that Lot 5 of the Project Area has been further subdivided pursuant to the "Canyon Centre Phase 3" plat affecting only Lot 5 of the Project Area which was recorded on 28 December 2015 as Entry No. 12196155 in Book 2015P of Plats at Page 0295.

"*Tax Increment*" means, as defined in UTAH CODE ANN. 17C-1-102(47) (2017), the difference between: (a) the amount of property tax revenues generated each tax year by all taxing entities from the area within a project area designated in the project area plan as the area from which tax increment is to be collected, using the current assessed value of the property; and (b) the amount of property tax revenues that would be generated from that same area using the 2016 base year taxable value of the property. Tax Increment does not include taxes levied and collected under UTAH CODE ANN. 59-2-1602.

"*Tax Increment Period*" means the 25-year period commencing with the first Tax Increment Year for which Agency receives Tax Increment from the Project Area.

"*Tax Increment Year*" means a calendar year beginning January 1 (the "*Tax Lien Date*") when real property is deemed to be assessed for purposes of taxation by the Office of the Salt Lake County Assessor pursuant to law, and ending December 31 of the same calendar year.

"*Taxing Entities*" means Salt Lake County Library Services, County, Canyons School District, City, Central Utah Water Conservancy District, South Salt Lake Valley Mosquito Abatement District, and Cottonwood Heights Parks and Recreation Service Area.

"*Unauthorized use*" means use of a Parking Stall by a user or in a manner that is not specifically authorized by the Public Easement Agreement, the Shared Parking Plan and the Master Parking Agreement.

"*Unit*" means any of the condominium units created by the Condominium Declaration, specifically Units 2A and 2A-2; 2B, 2B-1 and 2B-3; 2C; 2D; and 2E.

"*Unit Stalls*" has the meaning set forth in Section 2.1(c)(1)(viii).

ARTICLE 2 – CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS; PAYMENT OF TAXES; PROHIBITION AGAINST PARCEL SPLITTING; ETC.

2.1 Construction and Installation of Improvements.

(a) *Scope of the Project-Minimum Standards*. Developer shall construct or cause the Improvements to be constructed as set forth in Subsections 1 and 2 below; subject to change as reasonably approved by Agency (and City, as applicable) through the public process. All of such Improvements may be referred to herein together as the "*Project.*" Except as otherwise expressly provided in this Agreement, an Agency-approved amendment to this Agreement shall be required before Developer may make any material change(s) to any of the following elements

in the Project Area that have been approved by Agency (and City, as applicable): (1) type of development, (2) gross square footage, (3) estimated assessed value, or (4) completion timing.

(1) Lots 1-2. Initially, Developer shall construct or cause to be constructed, at Developer's cost, the portion of the Private Improvements to be constructed within Lot 2, as set forth in **ATTACHMENT NO. 3**. Developer shall also construct at its cost the parking structure on Lot 2 (the "*Parking Structure*"), consisting of approximately 151,761 square feet on three levels containing approximately 415 total parking stalls, the Park Base Improvements on Lot 1, and all Infrastructure, all as provided in this Agreement and in **ATTACHMENT NO. 4**. The Parking Structure will be the podium for the hotel and office building to be included in the Hotel Unit and the Office Unit respectively, and additional commercial space, and will be constructed by Developer (or its permitted successor) as set forth in the Condominium Declaration and this Agreement at its cost pursuant to building plans approved by City. The total assessed value of the Improvements on Lots 1 and 2 is anticipated to be approximately $37,149,672, including land, buildings and fixtures. Figure 2.1(a)(1), below, shows the minimum development standards and completion dates for the Improvements on Lots 1 and 2 of the Project Area.

Figure 2.1(a)(1): Development Pro forma Table—Lots 1-2 (Minimum Development Standards)

TYPE OF DEVELOPMENT	SQUARE FOOTAGE / UNITS	ESTIMATED ASSESSED VALUE*	COMPLETION DATE
Hotel	No fewer than 125 rooms (estimated at 154 units)	$16,340,335	12/31/22
Class "A" Office	83,150 sq. ft.	17,286,283	12/31/22
Restaurant / Retail Space (2 Units)	11,000 sq. ft. in 2 buildings	3,523,054	12/31/22
Parking Structure	417 parking stalls	11,500,000	12/31/19**
Park	See plan	$0	As per Park Owner
Total:		**$37,149,672**	

**Assessed Value is subject to change, which if decreased is reasonably approved by Agency dependent upon final building condition and approved plans*

***This date will be extended to two years from the date of the Construction Note if the Construction Note is dated later than 31 December 2017.*

(2) Lots 3-5. Developer heretofore has sold Lots 3, 4 and 5 to the Lots 3-5 Owners, who shall by 31 December 2020 develop Lots 3-5 as described and shown in Figure 2.1(a)(2) and the Master Plan.

Figure 2.1(a)(2): Development Pro forma Table—Lots 3-5 (Minimum Development Standards)

TYPE OF DEVELOPMENT	LOT NO.	SQUARE FOOTAGE / UNITS	ESTIMATED ASSESSED VALUE*
Residential Rental Housing	Lot 4	120 units	$10,733,197
Restaurant	Lot 3	5,000 sq. ft.	$ 1,168,421
Single Family Residential Housing	Lot 5	17 units	$5,960,495
Total:			$17,862,113

**Assessed Value is subject to change, which if decreased is reasonably approved by Agency dependent upon final building condition and approved plans*

(3) Storm Water Line Along Wasatch Blvd. A 48" diameter corrugated metal, public, underground storm water line (the "*Current Line*") extends along the Project's frontage on the Westerly side of Wasatch Blvd. The Current Line may be adversely affected in connection with Developer's construction activities on Lot 2. Consequently, the Parties believe that it will be in their mutual best interests to cooperatively cause the Current Line to either be replaced with a new storm water line in the same location as the Current Line, or for the Current Line to be replaced with a new storm water line located on the Easterly side of Wasatch Boulevard, or for a sleeve to be placed within the Current Line (the "*Storm Line Work*"). The timing, location and nature of the Storm Line Work will be as Agency reasonably directs in consultation with City and Developer. Developer will contribute $250,000 to be applied toward the cost of the Storm Line Work, which shall be paid in cash to City by Developer or its successor hereunder no later than the Closing.

(b) *Ownership and Maintenance of Parking Structure and Park.*

(1) The Parking Structure shall be subject to the Condominium Declaration. The three floors of the Parking Structure may be included within the Hotel Unit and the Office Unit and referred to as Unit 2A and 2A-2 (Parking Level P2) and Unit 2B and 2B-1 and 2B-3 (Parking Level P1 and Parking Level P3) or such other designation as otherwise reasonably determined by the Developer. The Parking Structure will be constructed by Developer at Developer's sole cost. As provided further in Section 5 and elsewhere in this Agreement, before any conveyance of a Unit by Developer or upon completion of construction of the Parking Structure, whichever occurs first, the Public Easement Agreement will be recorded as a perpetual encumbrance against the Parking Structure subject only to the Permitted Exceptions, thereby creating the public parking rights in the Parking Structure that are further described below in this Agreement. Neither Agency, County nor the public shall have any maintenance, repair or replacement obligations concerning the Parking Structure. Instead, the maintenance, repair and replacement of the Parking Structure will be governed by the Master Parking Agreement which will impose on either the Condominium Association or the owners of the Units (each, an "*Owner*") the duty to maintain, repair and replace the Parking Structure and all costs and expenses arising from such maintenance, repair and replacement; provided, however, that the portion of the Tax Increment that is specifically designated in the Distribution Chart for use in operation and

maintenance of the Parking Structure and Parking Fees from the Public Stalls shall be available to defray those and other Parking Expenses and funding of the Capital Reserve Account.

(2) Developer shall pay all costs relating to the design, construction and installation (all to City standards) of the Park Base Improvements as described in this Agreement and the Master Plan. Following completion of the Park Base Improvements, the Park Lot shall be conveyed to Park Owner as set forth in Section 5, below. Park Owner thereafter may, at its cost, further improve the Park Lot with such Park Optional Improvements as may be desired by Park Owner, which shall be substantially completed no later than one year after Developer's or its successor's cessation of use of the Park Lot for construction staging purposes. Such completion deadline shall be deemed a covenant running with the land constituting the Park. Park Owner shall be responsible for the operation, maintenance, repair and replacement of the Park.

(c) *Public Easement*. The Public Easement Agreement shall be subject only to the Permitted Exceptions. Among other provisions, pursuant to the Public Easement Agreement:

(1) The parking stalls in the Parking Structure (hereafter, the "*Parking Stalls*") shall be available for use only as follows:

(i) The Parking Structure shall contain three levels and an anticipated total of at least 415 Parking Stalls (the "*Total Stalls*"). Level P1 (comprising Unit 2B-1 and sometimes called "*Parking Level 1*") will contain approximately 217 Parking Stalls, Level P2 (comprising Unit 2A-2 and sometimes called "*Parking Level 2*") will contain approximately 145 Parking Stalls, and Level P3 (comprising Unit 2B-3 and sometimes called "*Parking Level 3*") will contain approximately 55 Parking Stalls. Each level within the Parking Structure will be owned by one of the Unit Owners, with the Owner of the Office Unit (comprising Unit 2B) owning Level P1 and Level P3, and the Owner of the Hotel Unit (comprising Unit 2A) owning Level P2. The use of all Parking Stalls will be monitored at the gates of the Parking Structure as vehicles exit. The Condominium Association will erect access gates, ticketing/payment booths or kiosks, or other similar improvements in the Parking Structure to aid in controlling access to and use of the Parking Structure as provided herein and in the Condominium Declaration.

(ii) 80 of the Total Stalls located on Parking Level 1 shall be designated for exclusive use by the general public 24 hours per day, 365 days per year (the "*Exclusive Public Stalls*"). Signage stating "CANYON PARKING ONLY. No Hotel/Office Parking," or other verbiage specified by Grantee, shall be placed by each of the Exclusive Public Stalls to clarify that such stalls may not be used by employees, customers or other users of the Office Unit or the Hotel Unit. Such signage, its size, color, letter font and placement, shall be subject to the prior reasonable approval of Grantee. The location of the 80 Exclusive Public Stalls may not be modified without Grantee's prior written consent; and

(iii) Other Total Stalls (the "*Nonexclusive Public Stalls,*" which term shall not include any of the Exclusive Public Stalls) shall be designated for use by the general public as follows:

(A) 137 of the Total Stalls located on Parking Level 1 shall be available for Public Use from 6:00 p.m. to midnight on business days and from 6:00 a.m.

to midnight on weekends and federal or state holidays (excluding Columbus Day and Veterans Day); and

(B) An additional 65 of the Total Stalls located on Parking Level 2 shall be available for Public Use on weekends and federal or state holidays (excluding Columbus Day and Veterans Day), with 40 of those stalls designated for Public Use from 6:00 a.m. to midnight, and the remaining 25 of those stalls designated for Public Use from 6:00 a.m. to 6:00 p.m.

The above-specified days and times for Public Use of Parking Stalls are collectively referred to herein as the "*Public Use Times.*"

(iv) The Exclusive Public Stalls, and the Nonexclusive Public Stalls during the Public Use Times, are referenced together herein as the "*Public Stalls.*" The location and grouping of the Public Stalls is depicted in the Shared Parking Plan.

(v) In order to reduce congestion in Big Cottonwood Canyon and Little Cottonwood Canyon (the "*Canyons*"), use of the Exclusive Public Stalls shall be reserved for members of the general public who are then visiting those canyons and shall not be available for use by owners, tenants, occupants, customers, guests or invitees of any Unit except to the extent, and for the duration, that such persons are then visiting the Canyons. To that end, signage stating "CANYON PARKING ONLY. No Office/Hotel Parking," or other verbiage specified by Agency and County, shall be placed by each of the Exclusive Public Stalls to clarify that such stalls may not be used by employees, customers or other users of the Office Unit or the Hotel Unit. Such signage, its size, color, letter font and placement, shall be subject to Agency's and County's prior reasonable approval. Agency or County also may, at its cost, erect access gates, ticketing/payment booths or kiosks, or other similar improvements in an appropriate location in the Parking Structure to further prevent or discourage unauthorized use of the 80 Exclusive Public Stalls, subject to the Condominium Association's input and prior approval, which may not be withheld, delayed or conditioned unreasonably. Finally, Agency and County also shall have the right to enforce against unauthorized use of the 80 Exclusive Public Stalls through Agency Enforcement Methods.

(vi) To further help reduce congestion in the Canyons, during the Public Use Times the Nonexclusive Public Stalls shall only be available for Public Use; provided that Agency or County may, in its sole discretion, grant in writing a Unit Owner's written request for a temporary license to use certain Nonexclusive Public Stalls for employee parking during certain Public Use Times. All users of the Public Stalls shall pay the same Parking Fees. The Condominium Association (or its replacement as the manager of the Parking Structure under the Condominium Declaration and/or the Master Parking Agreement), in consultation with Agency and County, shall take such steps as may be reasonably available to prevent and/or to penalize unauthorized use of the Nonexclusive Public Stalls; provided that if notwithstanding such steps Agency or County reasonably suspects a pattern of unauthorized use of the Nonexclusive Public Stalls, then Agency or County may so inform the Condominium Association in writing and, following at least ten days after the giving of such notice, Agency or County may institute Agency Enforcement Methods for its own benefit which are reasonably designed to cause offenders to avoid, remedy and/or cease unauthorized use of the Nonexclusive Public Stalls. Such use of Agency Enforcement Methods as to the Nonexclusive Public Stalls shall be undertaken in a phased

manner proceeding from least to most severe only as reasonably deemed necessary by Agency or County, in consultation with the Condominium Association, to accomplish Agency's or County's goal of eliminating unauthorized use of the Nonexclusive Public Stalls.

(vii) In order to protect the parking rights of the Unit owners and their tenants, occupants, customers, guests and invitees within the Parking Structure, and to prevent the overuse by the public under the Public Easement of the Parking Stalls that are not Public Stalls (the Total Stalls less the Public Stalls may be referred to hereunder as the "*Unit Stalls*"), the Condominium Association may, at its cost, erect access gates, ticketing/payment booths or kiosks, or other similar improvements in an appropriate location in the Parking Structure that do not reduce the number of parking stalls in the Parking Structure in order to enforce against unauthorized use of the Unit Stalls through Association Enforcement Methods with the resulting proceeds belonging solely to the Condominium Association.

Only the Public Stalls are available to the public. The Condominium Association or its replacement as the manager of the parking Structure under the Condominium Declaration and/or the Master Parking Agreement, shall take such steps as may be reasonably available to prevent and/or to penalize unauthorized use of the Unit Stalls; provided that if notwithstanding such steps the Condominium Association reasonably suspects a pattern of unauthorized use of the Unit Stalls, then the Condominium Association may so inform City or County, as applicable, in writing and, following at least ten days after the giving of such notice, the Condominium Association may institute Association Enforcement Methods for its own benefit which are reasonably designed to cause offenders to avoid, remedy and/or cease unauthorized use of the Unit Stalls. The Condominium Association's use of the Association Enforcement Methods as to the Unit Stalls shall be undertaken in a phased manner proceeding from least to most severe only as reasonably deemed necessary by the Condominium Association, in consultation with City or County, as applicable to accomplish the Condominium Association's goal of eliminating unauthorized use of the Unit Stalls.

(viii) The Public Stalls shall not be considered to be available to meet the parking needs of any Unit(s) of the Condominium Project, or of any other portions of the Project, when analyzing the availability of adequate parking to meet City's requirements in connection with any land use application concerning such other Unit(s) or portion. To further reduce the possibility of non-public use of the Public Stalls by employees of the Office Unit, there shall be no uses or leases of the Office Unit requiring, in the aggregate taking into account all such uses and leases, use or allocation of over four and one-half (4.5) Parking Stalls per 1,000 square feet of leasable floor area, measured under applicable City parking standards.

(ix) The Unit Stalls shall be considered to be available to meet the parking needs of any Unit(s) of the Condominium Project when analyzing the availability of adequate parking to meet City's requirements in connection with any land use application concerning such Unit(s). To further reduce the possibility of public use of the Unit Stalls, the Condominium Association may erect signage indicating the Public Use Times as deemed necessary by the Condominium Association.

(x) The Condominium Association shall cause the Hotel Unit and the Office Unit to adopt and consistently follow policies and procedures whereby the owners, tenants, occupants, customers, guests and invitees of those Units regularly are given clear

instructions on when and where to park in the Parking Structure in a manner that will not impair the public's rights to exclusive use of the 80 Exclusive Public Stalls at all times or of the Nonexclusive Public Stalls during the Public Use Times. The Condominium Association may also develop, adopt and consistently follow policies and procedures whereby the public is regularly given clear instructions on when and where to park in the Parking Structure in a manner that will not impair the rights of the Unit owners to utilize the Unit Stalls at the times set forth in the Shared Parking Plan.

(xi) It is anticipated that the Public Easement Agreement will be recorded following recording of the Master Declaration, the Condominium Declaration and the Condominium Plat in the office of the Recorder of Salt Lake County, Utah. Regardless of the recording sequence, the Master Declaration, the Condominium Declaration and the Condominium Plat will be treated as subordinate to the Public Easement Agreement, provided that attachment of the Public Easement to, and enforceability of the Public Easement against, the Condominium Project shall be deemed to have occurred notwithstanding such subordination. The Declarations shall include such subordination provisions as the Agency reasonably may direct and shall expressly provide that, any and all parking and other rights of the Unit Owners or others in and to the Total Stalls are subject and subordinate to the Public Easement and to the public's rights in and to the Public Stalls as described in the Public Easement Agreement in the form attached hereto; provided, however, that the foregoing provisions shall not be construed to impair the rights of the Hotel Unit and the Office Unit to park in the Unit Stalls at the times specified herein and in the locations set forth in the Shared Parking Plan.

(2) If the Condominium Association creates any committee, board or other body under the Master Parking Agreement, under the Condominium Declaration, or otherwise, for the purpose of managing the Parking Structure (the "*Parking Management Committee*"), Agency or its designee shall permanently have a voting membership seat on such body. If the Condominium Association does not delegate such management function to a Parking Management Committee, then Agency or its designee shall be entitled to receive prior notice of, and the right to attend and give input in, all Condominium Association meetings where operation of the Parking Structure and the public use thereof is to be discussed.

(3) The fees for public parking in the Parking Structure (*the "Parking Fees")* shall be set from time to time by the Condominium Association or the Parking Management Committee in a manner that promotes, rather than discourages, public parking in the Parking Structure and in an amount that results in income from the Public Stalls in an amount sufficient to pay up to 20% of Parking Assessment pursuant to the Master Parking Agreement. Notwithstanding the foregoing, the fees charged for public use of any Public Stall may not at any time exceed the lesser of (i) the average fee for public parking in three comparable parking structures outside the central business district (i.e., 400 West to 200 East, inclusive, between North Temple and 600 South, inclusive) of downtown Salt Lake City, as reasonably designated by Agency, or (ii) 75% of the average fee for public parking in three comparable parking structures within the central business district of downtown Salt Lake City, as reasonably designated by Agency, or (iii) $1.50 per hour, adjusted for any changes in the Consumer Price Index between the date of this Agreement and the date of the proposed adjustment to such public parking fees. As used herein, "*Consumer Price Index*" shall mean the consumer price index published by the United States Department of Labor, Bureau of Labor Statistics, U.S. City Average, All Items and Major Group Figures for Urban Wage Earners and Clerical Workers (1982-84=100). Should the Bureau of Labor Statistics

discontinue the publication of said index, or publish the same less frequently, or alter the same in some other manner, then the Agency shall use as a reference a substitute index or substitute procedure which reasonably reflects and monitors consumer prices. Further, if the base year "(1982-84=100)" or other base year used in computing the Consumer Price Index is changed, the figures used in making the rental adjustments required herein shall be changed accordingly so that all increases in the Consumer Price Index are taken into account notwithstanding any such change in the base year. The designation of "comparable parking structures" pursuant to (i) and (ii) above will be subject to prior notice to and input from the Condominium Association. The provisions of this Section 2.1(c)(3) shall not impair Agency's and County's right to employ Agency Enforcement Methods and to retain the proceeds thereof for their own use and benefit, nor shall they impair the rights of the Condominium Association to employ the Association Enforcement Methods and retain the proceeds thereof for the use and benefit of the Condominium Association.

2.2 **Construction and Installation of the Parking Structure**. Developer shall timely design the Parking Structure to the standards and requirements of City's code and shall submit said designs to City and Agency for approval. Developer shall timely complete the construction and installation of the Parking Structure by the times set forth in **ATTACHMENT NO. 4** and in accordance with the other requirements of this Agreement. Developer shall design, construct and install all of the Parking Structure without expense to Agency, except for Agency's payment of the Purchase Price.

2.3 **Developer's Payment of Ad Valorem Taxes**. Developer, the Lots 3-5 Owners and each successor owner shall, during the Tax Increment Period, pay or cause to be paid the ad valorem taxes for each parcel owned by such owner within the Project Area based on the Assessed Taxable Value.

(a) For Improvements constructed and installed in the Project Area through calendar year 2017, in order to be included on County's final tax assessment rolls for Tax Increment Year 2018 and thus generate a Tax Increment for Tax Increment Year 2019, such Improvements must be constructed, installed and completed on or before 31 December 2018. Improvements constructed, installed and completed during calendar year 2018 will appear on the 2019 tax assessment roll having a Tax Lien Date of 1 January 2020 and continuing in that manner until the Improvements for the Project Area are fully constructed.

(b) Tax Increment resulting from property taxes paid by 30 November 2019, will be received by Agency from County in the spring of 2020, when the County Treasurer pays to Agency the Tax Increment monies which are available for distribution in accordance with the Interlocal Agreements.

2.4 **Restriction Against Parcel Splitting**. Until the end of the Tax Increment Period, and except for the planned condominiumization of the building on Lot 2, Developer shall not, without prior written approval of Agency (and City, as applicable), diminish or augment the land pertaining to the Project, or construct or install or allow to be constructed or installed any building or structure pertaining to the Project in such a way that the Project, or any of its buildings or structures, would extend outside the Project Area or between Lots of the Project, as shown on County's tax identification system for numbering individual parcels of real property. Developer understands the importance of honoring the Project Area boundaries and shall take no action in the construction or installation of buildings or structures or in the conveyance of real property

located within the Project Area that would result in the "splitting" or "joining" of a parcel of real property or the improvements thereon, or would make it difficult for the County Assessor or County Auditor to calculate the amount of Tax Increment in the Project Area. Nothing in the foregoing language shall, however, prevent Developer from seeking Agency's (and City's, as applicable) approval to adjust the boundaries of one or more Lots within the Project Area to accommodate reasonable adjustments in order to further reasonable development objectives.

2.5 **De-Annexation (Disconnection)**. Developer, the Lots 3-5 Owners and their respective successors and assigns shall not cooperate with any person, group, county or municipality in any effort to remove, de-annex, disconnect or disincorporate any portion of the Project Area from City's municipal boundaries until after the Tax Increment Period. During the Tax Increment Period, Developer, etc., also shall use its best efforts to resist any efforts to remove, disconnect, de-annex or disincorporate any of the Project Area from City by any existing or future municipality or county. If any of the Project Area is disconnected, de-annexed or disincorporated from City by any existing or future local municipality or county, Agency's right to receive Tax Increment from the Project Area may cease. In such event, Agency's obligation to pay the Tax Increment to Developer shall immediately and automatically cease and terminate.

2.6 **Payment of Taxes and Assessments**.

(a) Subject to Developer's or a successor owner's right to protest or appeal as provided below, for each Tax Increment Year during the Tax Increment Period, all ad valorem taxes and assessments levied or imposed on the Project Area, any of the Improvements, and any personal property on the Project Area shall be paid annually by Developer or other current owner on or before the legal due date (currently, November 30th).

(b) Developer or the successor owner of any Lot may protest or appeal the amount of Assessed Taxable Value and taxes levied against the Project Area by the County Assessor, State Tax Commission or any entity legally authorized to determine the ad valorem assessment against the Project Area, the Improvements, personal property on the Project Area, or any portion thereof in the same manner as any other taxpayer; provided that Agency shall have no obligation to make up from any other funds which may be available to Agency any resulting shortfall in Tax Increment. Developer or such successor owner shall, however, notify Agency in writing within ten calendar days following the filing of any protest or appeal to such assessment determination or taxes and provide a copy to Agency of any protest or appeal of such assessment and information submitted as part of the protest or appeal. In addition, Developer or such successor owner shall give written notice to Agency at least 15 calendar days prior to the time and date that such protest or appeal is to be heard. Agency shall have the right, without objection by Developer or such successor owner, to appear in such protest or appeal and to present oral or written information or evidence in support of or objection to the amount of assessment or taxes which should or should not be assessed against the real or personal property of the Project Area and the amount of Agency's obligations.

ARTICLE 3 – CONSTRUCTION REQUIREMENTS, ETC.

3.1 **Issuance of Permits**. Developer and its successor owners of the Project Area's Lots shall be solely responsible for obtaining all necessary permits and approvals to construct and install the Improvements and shall make application for such permits and approvals directly to City and

other appropriate agencies and departments. Developer shall pay all impact fees, permit fees and similar fees relating to construction of the Project; provided, however, that Developer does not waive its right to protest any such fees pursuant to applicable law.

3.2 **Times for Construction**. Developer shall commence development of the Project as soon as reasonably possible after the date of this Agreement and thereafter shall diligently prosecute such construction and installation of the Improvements so that the Project is completed no later than the dates set forth in Section 2.1(a), above, subject to force majeure under Section 11.3; provided, however, that notwithstanding the foregoing obligation, Developer is not required to commence construction of the Parking Structure until Agency has possession of the County Loan funds and is authorized to disburse such funds as part of the Construction Loan and Purchase Price, and Developer may terminate this Agreement as set forth in Section 5.1 below if such funds are not received and disbursement is not authorized on or before 31 December 2018. Time is the essence of this Agreement because, *inter alia*, unless the Improvements are timely constructed, installed and completed and become part of County's final assessment tax roll, the Available Tax Increment would be less than the amounts shown on the Distribution Chart.

3.3 **Access to Project Area**. The Improvements and construction of the Improvements within the Project Area shall be subject to inspection by representatives of Agency (and City, as applicable). Developer shall permit access to the Project Area by Agency (and City, as applicable) for purposes of inspection, and, to the extent necessary, to carry out the purposes of this Agreement. Inspections shall be made during reasonable business hours and shall be made in accordance with standard project safety guidelines.

ARTICLE 4 – LAND USES

4.1 **Covenants**. Developer covenants and agrees for itself and its successors and assigns to any of the Project Area as follows:

(a) The Project Area shall be devoted only to the Available Uses specified in the CDA Plan and this Agreement, unless otherwise approved by Agency and City through the public process.

(b) Subject to Section 11.3 concerning force majeure, the Improvements shall be constructed in the manner and on the timetable specified in this Agreement.

(c) Prior to the completion of the Improvements on Lot 2 and the Park Lot, issuance of the applicable Certificates of Occupancy, and conveyance and recording of the Public Easement Agreement, Developer shall have no power to convey any of Lot 2 or the Park Lot without prior written consent from Agency and City; provided, however, that the foregoing shall not impair Developer's right to:

(1) Encumber Lot 2 and/or the Park Lot with a mortgage or a trust deed required to obtain funds necessary to acquire such Lots and/or to construct and install the Improvements thereon, but only in compliance with subsection 5.1(c)(3), below, to assure that Agency or its designee shall receive the Public Easement subject only to the Permitted Exceptions and unencumbered fee simple absolute title to the Park Lot promptly upon payment (through loan advance or otherwise) of the Purchase Price;

(2) Convey the Hotel Unit, the Retail Unit and/or the Office Unit within Lot 2 to a capable, financially qualified end user or developer of such Condominium Unit (i) who is obligated to construct the building thereon, or (ii) following Developer's completion of the Improvements on such Condominium Unit, provided that such conveyances shall be subject to the Public Easement Agreement and this Agreement, both of which shall be recorded in the office of the Salt Lake County Recorder before the occurrence of any conveyance(s) of a Unit;

(3) Effect a conveyance of the Public Improvements under Article 5 or as authorized in Section 9.3 of this Agreement;

(4) Convey part or all of the Project, with prior written consent from Agency, to a new proposed developer whom Agency deems to be at least as qualified as the transferor Developer and otherwise acceptable under the requirements of Section 9.3, pursuant to a written agreement containing the applicable terms and conditions of this Agreement binding upon the new proposed developer; or

(5) Until no later than five years from commencement of construction of the Parking Structure, utilize the Park Lot as a staging area for construction of the Improvements on Lot 2.

As a condition of granting its written consent to a conveyance of any of Lot 2 prior to the completion of the Improvements and the issuance of the applicable Certificates of Occupancy, Agency may require that (i) any proposed transferee enter into a written agreement with Agency, in such form as Agency may require, to assume Developer's obligations under this Agreement and to be bound by the terms of this Agreement with respect to the portion of the Project Area being conveyed, (ii) the proposed transfer be expressly subject to this Agreement and the Public Easement Agreement, both of which shall be recorded in the office of the Salt Lake County Recorder before such transfer may occur, and (iii) the transferor Developer will guaranty the full and timely payment and performance of all of the transferee Developer's obligations under this Agreement. Such approval by Agency shall not be unreasonably withheld, conditioned, or delayed.

(d) Not to discriminate against any person or group on any unlawful basis in the sale, lease, rental, sublease, transfer, use, occupancy, tenure or enjoyment of the Project Area or any improvements erected or to be erected thereon, or any part thereof.

4.2 **Enforcement of Covenants**.

(a) The agreements and covenants provided in this Article 4 shall be covenants running with the land constituting the Project Area and also shall be, to the fullest extent legally possible, enforceable by Agency and City against Developer, its successors and assigns, and any party in possession or occupancy of any of the Project Area. Agency and City each shall be deemed a beneficiary of the agreements and covenants under Section 4.1.

(b) The covenant and agreement contained in Subsection 4.1(a) shall terminate at the end of the Tax Increment Period, except that the termination of such covenant shall in no way be construed to release Developer or its successors from the obligation to comply with City's zoning or other ordinances.

(c) The covenants and agreements contained in Subsections 4.1(b) and 4.1(c) shall terminate as to each Improvement within a Unit on Lot 2 on the date City has issued the Certificate(s) of Occupancy as to such Improvement; provided that no such termination shall impair the priority of the public easements and rights contained, or to be contained, in the Public Easement Agreement over the competing rights of any Owner or occupant of a Unit. Issuance of Certificate(s) of Occupancy shall be evidence that the particular portion of construction or installation of the Improvements has been completed.

(d) The covenant contained in Subsection 4.1(d) shall not terminate.

ARTICLE 5 – PURCHASE OF CERTAIN PUBLIC RIGHTS AND IMPROVEMENTS

5.1. **Purchase by Agency**. Agency agrees to purchase and Developer agrees to sell the Public Easement on the completed Parking Structure and fee simple title to the Park Lot from Developer on the terms and conditions set forth in this Article 5.

(a) *Public Improvement*. Developer owns Lot 1 and 2 of the Project Area, and intends to construct the Park Base Improvements and the Parking Structure thereon, which together constitute a portion of the Public Improvements as more particularly set forth in this Agreement and its attachments.

(b) *Purchase Price*. The total purchase price (the "*Purchase Price*") for the grant of the Public Easement on the completed Parking Structure and fee simple title to the Park Lot improved with the Park Base Improvements is anticipated to be $7.75 Million arising from (by way of limitation) the County Loan to Agency. If the anticipated $7.75 Million in funding under the County Loan is received by Agency, then Agency shall use such funds as provided in this Article 5. Alternatively, if the anticipated $7.75 Million in funding under the County Loan is not received by Agency through no material fault of its own, then either (i) Developer may elect to reduce the Purchase Price accordingly on a dollar-for-dollar basis, the parties agreeing that Agency has absolutely no obligation to fund any such shortfall from any other sources, or (ii) Developer may terminate this Agreement upon written notice to Agency before any payment by Agency of the Purchase Price, any issuance of the Private Bond described below, or any funding by Agency of the Construction Loan, whereupon the Parties shall be mutually relieved of all of their respective obligations under this Agreement, the Declarations, or otherwise. The cost of constructing the Parking Structure in excess of the Purchase Price shall be paid by Developer at its cost.

The Purchase Price shall be allocated $6.2 Million (or 80% of the Purchase Price) to the grant of the Public Easement on the completed Parking Structure and $1.55 Million (or 20% of the Purchase Price) to the Park Lot improved with the Park Base Improvements.

(c) *Construction Financing*. To facilitate construction of the Public Improvements, Agency shall make construction financing (the "*Construction Loan*") available to Developer on the following basis:

(1) The Construction Loan shall be utilized for the sole purpose of construction of the Parking Structure and the Park Base Improvements so that the Public Easement on the completed Parking Structure and fee simple title to the Park Lot may be conveyed to Agency as provided herein. No portion of the Construction Loan shall be available or advanced until

Developer has invested at least $4 Million of its own, separate funds (such as from third-party loans) in construction of the Parking Structure.

(2) The maximum amount of the Construction Loan shall be equal to the Purchase Price, but only to the extent that the approximately $7.75 Million in funds under the County Loan are actually received by Agency and able to be used by Agency for purposes of the Construction Loan. If those received funds are less, then the Purchase Price and the Construction Loan shall be correspondingly reduced. In no event shall Agency, City, the County or any other governmental entity or officer be obligated to Developer or its successors for any reduction in the Purchase Price or the Construction Loan due to Agency's failure to actually receive from the County Loan any portion of the Purchase Price through no material fault of its own.

(3) The Construction Loan shall be evidenced and secured by such loan documents (the "*Construction Loan Documents*") as are reasonably specified by Agency, including:

(i) A promissory note (the "*Construction Note*") from Developer to Agency in the principal amount of the actual portion of the Purchase Price advanced under the Construction Loan Agreement, bearing non-default interest at the rate of 0% per annum and default interest at the rate of 6% per annum, payable upon the earlier of (a) completion of the Public Improvements, or (b) two years following the date of the Construction Note;

(ii) A construction loan agreement (the "*Construction Loan Agreement*") providing for advances under the Construction Note in accordance with the progress of construction of the Parking Structure and the Park Base Improvements, as reasonably requested by Developer, certified by the Project architect, and reasonably approved by Agency and any qualified construction consultant retained by Agency (and reasonably compensated at Agency's cost to monitor and gauge the quality and sufficiency of construction); and

(iii) A trust deed (the "*Construction Trust Deed*") securing the full and timely payment and performance of Developer's obligations under the Construction Note and the Construction Loan Agreement. The Construction Trust Deed shall be either:

(A) A first-priority financial lien on Lots 1 and 2, and shall be subject only to this Agreement, the Declarations approved by Agency (to the extent that the Declarations are subordinate to this Agreement and the Public Easement Agreement, whether by virtue of recording priority or the effect of express subordination provisions in the Declarations), the Public Easement Agreement and exceptions 9-17 of Schedule B-2 of the Commitment (collectively, the "*Permitted Exceptions*"), but specifically excluding the Senior Lien, with such priority insured by a lender's policy of title insurance in the amount of the Construction Note provided at Developer's cost by Cottonwood Title Insurance Agency, Inc. or another qualified title insurer reasonably selected by Agency ("*Agency's Title Insurer*"); or

(B) If desired by Developer, a second-priority financial lien on Lots 1 and 2, subject only to the Permitted Exceptions and the Senior Lien, with such priority insured by an extended lender's policy of title insurance in the amount of the Construction Loan provided at Developer's cost by Agency's Title Insurer, but only so long as before Agency advances (or is obligated to advance) any monies under the Construction Loan:

(1) This Agreement, the Condominium Declaration, the Condominium Plat and the Public Easement Agreement are recorded in the office of the Recorder of Salt Lake County, Utah and the Public Easement Agreement is, either by virtue of its recording priority or through express subordination(s) reasonably acceptable to Agency, subject only to the Permitted Exceptions, and

(2) A good and sufficient release or reconveyance (as applicable) of the Senior Lien as to the Park Lot, in such form as may be reasonably acceptable to Agency (the "*Release*"), is deposited into escrow (the "*Escrow*") with Cottonwood Title Insurance Agency, Inc. or another title agency/company, a bank, or other independent, qualified third party reasonably acceptable to Agency ("*Escrow Agent*"), and

(3) A good and sufficient subordination agreement whereby the Senior Lien is subordinated to the Public Easement Agreement, in such form as may be reasonably acceptable to Agency and the holder of the Senior Lien (the "*Subordination*"), is deposited into the Escrow; and

(4) Such Escrow is subject to written escrow instructions reasonably acceptable to and binding on the holder(s) of the Senior Lien (the "*Escrow Instructions*") whereby the Release and the Subordination will be released from the Escrow and immediately recorded against the Park Lot and the Parking Structure at Closing; provided that Agency has advanced (through the Construction Loan or otherwise) funds equaling the Purchase Price to Developer or its successor owner(s) of fee title to the Parking Structure and/or the Park Lot, as applicable; and

(5) The requirement of such release and recording of the Release and the Subordination upon such payment by Agency is specified within the recorded Senior Lien or an amendment thereto, such that Agency and/or its designee, as applicable, shall receive (a) unencumbered fee simple absolute title to the Park Lot, and (b) the Public Easement, subject only to the Permitted Exceptions, promptly upon payment (through loan advance under the Construction Loan or otherwise) of the Purchase Price.

The form and content of the Construction Loan Documents otherwise shall be as reasonably specified by Agency and reasonably agreed to by Developer. Further, Agency anticipates cooperating in the possible creation of an intercreditor agreement among the holder of the Senior Lien and Agency as the anticipated holder of a second-priority lien, so long as Agency reasonably determines that its interests under this Agreement, the Construction Loan Documents and the Declarations will be adequately protected even though Agency's right to pursue certain legal remedies may be delayed to allow time for the Condominium Project to be constructed.

(d) *Private Bond.* In addition to the Construction Loan, Agency shall issue a privately placed bond (the *"Private Bond")* bearing terms, conditions, provisions and payments as specified on **ATTACHMENT NO. 7**. The amount of, and the consideration to be received by the Agency for, the Private Bond shall be the dollar amount of Developer's out-of-pocket costs that exceed Developer's required $4 Million investment in the Project under Section 5.1(c)(1), above, which costs are reasonably paid by Developer to unrelated third parties to construct Public Improvements on the Project Area other than those Public Improvements to be constructed with

either the proceeds of the Construction Loan or such required $4 Million investment by Developer. The nature, purpose, timing and amounts of such prior expenditures by Developer for Public Improvements are subject to Agency's verification and reasonable approval, and Developer shall provide all related information to Agency promptly upon Agency's request from time to time.

Agency shall have no out of pocket costs in issuing the Private Bond, and Agency shall have no obligation to locate any buyer(s) of the Private Bond, all of which costs and risks are upon Developer. The sole source of repayment of the Private Bond shall be Tax Increment from the Project, and if such Tax Increment proves to be inadequate to satisfy the Private Bond on the same prorated basis shown on the Distribution Chart, then neither the Agency, the City, the County nor any related person or entity shall have any liability for such shortfall, the risk of which shall be expressly assumed by Developer.

5.2 **Construction of Public Improvements**. The Public Improvements shall be constructed by Developer as required hereunder. The construction of and permitting for the Public Improvements will be managed by Developer, with all costs, fees, charges and other sums to be paid by Developer at its sole cost.

5.3 **Conditions Precedent**. Agency's obligation to close its purchase of the Public Easement on the Parking Structure and fee simple title to the Park Lot is subject to the following conditions precedent, in addition to any others specified in this Agreement:

(a) *Full Completion*. Confirmation that the Public Improvement then being purchased has been constructed or improved, as applicable, in accordance with this Agreement and Agency (and City, as applicable) approved plans and specifications, and City's issuance of a Certificate of Occupancy for the Parking Structure.

(b) *Declarations*. The full execution, delivery and recording of the Declarations and the Public Easement Agreement in the forms approved by Agency. **Agency hereby objects to, and shall not be bound by, any provision(s) of the Declarations which (i) requires Agency, County or City to pay any fees, costs, assessments or other sums due to ownership or use of the Public Easement on the Parking Structure and/or ownership of fee simple title to the Park Lot, except the portion of the Tax Increment described in Section 2.1(b)(1), above, and payment of all Parking Fees for Public Stalls into the account for Parking Expenses administered by the Parking Management Committee, (ii) imposes any duties or obligations on Agency, County or City not expressly specified in this Agreement or any other agreement to which the Agency, County or City is a party, or (iii) is contrary to the terms of this Agreement or the Public Easement Agreement, and Developer and its successor owner(s) of Lot 1 and/or Lot 2 shall, or shall cause, express releases of such obligations as set forth in subsections (i), (ii) or (iii).** Such release may take the form of appropriate amendments to the Declarations in such form(s) as Agency may direct, to be recorded against title to the Parking Structure and the Park Lot before the first to occur of (A) any advances by Agency of the proceeds of the Construction Note, or (B) closing of acquisition of the Public Easement and/or the Park Lot by Agency and the Park Owner, as applicable.

(c) *Funds*.

(1) Full conveyance and funding of the County Loan to Agency pursuant to the County Loan Interlocal; and

(2) Agency has issued the Private Bond for the purposes specified in this Agreement.

(d) *Title Insurance*. Issuance through Agency's Title Insurer of the standard coverage owner's policies of title insurance described in Section 5.4(c), below.

5.4 **Closing**.

(a) *Escrow Agent*. Promptly following full execution and delivery of this Agreement, Agency and Developer shall open an escrow with Escrow Agent. A copy of this Agreement shall be provided to Escrow Agent to advise Escrow Agent of the terms and conditions hereof.

(b) *Closing*. Closing shall occur no later than ten days following written notice to Escrow Agent by Developer and Agency that the conditions precedent set forth above in Section 5.3 have been waived or satisfied. If Closing does not occur by 30 June 2020, however, then Agency may terminate its obligation to purchase the Public Easement on the Parking Structure and fee simple title to the Park Lot at any time thereafter upon at least six months' prior written notice and opportunity to cure to Developer, in which event any sums previously advanced under the Construction Loan shall be deemed due and payable and Agency thereafter may pursue its remedies under the Construction Loan Documents. At Closing:

(i) Developer shall (A) convey to Agency or its designee the Public Easement pursuant to the Public Easement Agreement and unencumbered fee simple absolute title to the Park Lot by special warranty deed, all free and clear of financial liens and encumbrances and subject only to the Permitted Exceptions, and (B) deliver to Agency or its designee such other documents as are reasonably required by Escrow Agent or Agency or its designee. If at the time of Closing the Public Easement Agreement already has been conveyed to Agency and recorded, then Agency may require Developer to execute, deliver and record (1) another counterpart of the Public Easement Agreement, and/or (2) such written confirmation of the prior grant of the Public Easement or other documents or instruments as Agency reasonably may require, to confirm Agency's and County's ownership of the Public Easement subject only to the Permitted Exceptions.

(ii) Agency or its designee shall pay the Purchase Price to Developer through cancellation of the Construction Note and reconveyance of the Construction Trust Deed, with any balance of the applicable Purchase Price not previously advanced under the Construction Note (i.e., funds actually received by Agency from the two sources specified above, less any portion of such funds previously advanced to Developer under the Construction Note) to be paid and/or delivered by Agency or its designee in cash-equivalent, immediately-available funds.

(iii) At Closing of Agency's purchase of the Park Lot, title to the Park Lot shall be made subject to a restrictive covenant in favor of the Condominium Association whereunder the Park Lot may not be used for any purpose other than a public park or other open space.

(c) *Closing Costs*. Developer shall pay the cost of recording the special warranty deed and the Public Easement Agreement at Closing. Any escrow fees pertaining to the Closing shall be paid equally by Developer and Agency. General real property taxes shall be prorated as of the date of Closing. At Closing, Developer shall provide to (i) Agency and County, a standard owner's policy of title insurance for the Public Easement on the Parking Structure pursuant to the Public Easement Agreement, insuring title thereto free and clear of all liens and encumbrances other than the Permitted Exceptions, and (ii) Park Owner a standard owner's policy of title insurance for the Park Lot, insuring fee simple title thereto, free and clear of all liens and encumbrances other than the Permitted Exceptions. The total coverage amount of those owners policies of title insurance shall be the Purchase Price, allocated proportionately between the Public Easement and the Park Lot on the basis of 80% to the Public Easement title coverage and the balance to the Park Lot title coverage. The title insurance agency is Cottonwood Title Insurance Agency, Inc. or a substitute agency reasonably designated by Agency, and the title insurance premium for each such policy shall be paid by Developer.

ARTICLE 6 – CONDITIONS PRECEDENT TO THE PAYMENT OF TAX INCREMENT BY AGENCY

6.1 **Conditions Precedent to Eligibility for Tax Increment**. Except as set forth below, the following are express conditions precedent to Agency's obligation to pay the Tax Increment as more fully described in Articles 7 and 10:

(a) *Acquisition and Development of Infrastructure*. Developer must have completed the Infrastructure for the Project Area by the deadline for completion of the Parking Structure.

(b) *Completion of the Parking Structure*. Developer shall have timely completed to the satisfaction of Agency the design, construction and installation (all to City code standards) of the Parking Structure as described in this Agreement and in **ATTACHMENT NO. 4.**

(c) *Completion of the Park Lot*. Developer shall have timely completed to the satisfaction of Agency the design, construction and installation (all to City code standards) of the Park Lot as described in this Agreement and in **ATTACHMENT NO. 4.**

(d) *Purchase of Public Improvements*. Agency and the Park Owner, respectively, shall have closed its purchase of the grant of the Public Easement on the Parking Structure and fee simple title to the Park Lot from Developer as provided in Article 5 and a Certificate of Occupancy for the Public Improvements shall have been issued.

(e) *Compliance With This Agreement*. Developer (or its successor owners, as applicable) shall have timely performed each and every other material term, covenant and condition of this Agreement, including the timely payment when due of all ad valorem taxes on or relating to the Project Area.

6.2 **Developer's Failure to Meet the Conditions Precedent**. If, during any Tax Increment Year, Developer, or any successor owner, as applicable, fails to perform any material term, covenant or condition precedent described in Sections 6.1 (with the sole exception of failure to time pay ad valorem taxes, in recognition of the fact that such taxes ultimately will be recovered through payment in subsequent tax years or a tax sale under applicable law) following any

applicable notice and cure period and 30 days' additional prior written notice and opportunity to cure to Developer and the owners of all Condominium Units, then during the pendency of such default Agency shall have no obligation to pay any of the available Tax Increment to anyone besides the Taxing Entities (including County under the County Loan) in their proportions shown on the Distribution Chart, with any undisbursed balance of such Tax Increment amount being retained by Agency and used at its discretion.

6.3 **Tax Increment Period**. Subject to the satisfaction of the conditions precedent described in Section 6.1, and subject to Developer's compliance with all its other obligations under this Agreement, the payees under the Distribution Chart shall only be eligible for the Tax Increment during the Tax Increment Period.

ARTICLE 7 – TAX INCREMENT PAYMENTS

The Tax Increment to be paid hereunder shall, following Closing of the purchase of the conveyance of the Public Easement and Park Lot by Agency and Park Owner, respectively, from Developer, be distributed as provided in the Distribution Chart. Any remaining Tax Increment will be deposited into the accounts administered by the Parking Management Committee for Parking Expenses or deposited into the Capital Reserve Account pursuant to the Master Parking Agreement.

ARTICLE 8 – APPROVAL OF DEVELOPMENT

The ability of Agency and Developer to perform under this Agreement is conditioned on Agency's (and City's, as applicable) approval of the amended CDA Plan shown on ATTACHMENT NO. 2. If Agency (and City, as applicable) fail to approve such amended Plan, then this Agreement shall be voidable by any Party upon at least ten days' prior written notice to the other Parties.

ARTICLE 9 – ANTI-SPECULATION AND ASSIGNMENT PROVISIONS

9.1 **Acknowledgement of Prior Sales of Lots 3-5**. The Parties acknowledge that Developer previously has sold and conveyed Lots 3-5 to the Lots 3-5 Owners, who will either be the end users of those Lots or will develop those Lots as provided in this Agreement for the benefit of their end users. **Before the first to occur of (a) any advances by Agency of the proceeds of the Construction Note, or (b) closing of acquisition of the Public Easement and/or the Park Lot by Agency and the Park Owner, as applicable, Developer shall cause the First Amendment to Master Declaration to be executed, delivered and recorded in the official records of the Recorder of Salt Lake County, in the form attached hereto as ATTACHMENT NO. 10.** Subject to the foregoing, Developer's representations, warranties and commitments in this Article 9 shall be deemed limited to Developer's remaining interests in the Project as the fee owner of Lots 1-2 and under the Declarations.

9.2 **Representation as to Development Intent**. Developer represents and agrees for itself and its successors that its use of the Project, and Developer's other undertakings pursuant to this Agreement, are and shall be only for the purpose of development of the Project and not for speculation in land holding. Except as otherwise set forth herein, Developer further represents that Developer has not heretofore made or created, and that prior to the proper completion of the Improvements Developer will not make or create or suffer to be made or created, any total or partial sale, assignment, conveyance, or lease (other than to an owner who would be an end user

of a Project Area building constructed or to be constructed), or any trust, power or transfer in any other mode or form of or in respect to this Agreement or the Project Area, or any part thereof or any interest therein, or any contract or agreement to do any of the same, without Agency's prior written approval, which shall not be unreasonably withheld or delayed.

9.3 **Prohibition Against Transfer and Assignment**.

(a) Developer acknowledges:

(1) The importance of the development of the Project Area to the general welfare of the community;

(2) The public subsidy that has been or will be made available for the purpose of making such development possible; and

(3) That a change in the ownership or with respect to the identity of the parties in control of Developer or the degree thereof, until the Public Improvements are completed, except as expressly set forth otherwise herein, will constitute, for practical purposes, a transfer or disposition of the Project.

Consequently, subject to Sections 9.3(c) and (d) below and except as otherwise provided in this Agreement, no change in the ownership of the Project, or change in the majority ownership or control of Developer, or with respect to the identity of the parties in control of Developer, shall be permitted without Agency's prior express written consent until all of the Improvements have been constructed and installed on the Project and Certificates of Occupancy have been issued for such Improvements. Agency's decision to approve or disapprove a transfer or assignment shall be based on Agency's reasonable evaluation of the ability of the proposed successor to construct, install, maintain and operate satisfactory improvements on the Project and provide benefits to the community from the Project which are comparable to those benefits intended to be provided from Developer's construction, installation, maintenance and operation of its Improvements as described in this Agreement.

(b) Except for the actions in Section 4.1(c) that do not require consent from Agency, Agency may require as conditions to any such approval of a transfer or assignment before construction and installation of the Improvements that:

(1) The proposed transferee shall demonstrate that they have the qualifications, experience and financial responsibility, as reasonably determined by Agency, necessary and adequate to fulfill the transferor Developer's obligations under this Agreement;

(2) The proposed transferee shall have expressly assumed in writing all of the transferor Developer's obligations under this Agreement and agreed to be subject to all of the conditions and restrictions to which the transferor Developer is subject, with all written instruments effecting such transfer and assumption being subject to Agency's prior review and reasonable approval;

(3) The proposed transferee shall have expressly agreed that its interest in the Project shall be subordinate and subject to the Public Easement and this Agreement; and

(4) Developer and any subsequent transferee shall comply with such other conditions as Agency may reasonably require to achieve and safeguard the purposes of the Act, the CDA Plan and this Agreement. Unless otherwise specifically agreed in writing by Agency, no such transfer (whether or not approved by Agency) shall relieve either the transferor Developer or the transferee Developer from any term, covenant or condition of this Agreement, including the obligation to timely and properly construct and install the Improvements as provided in this Agreement.

Subject to compliance with the foregoing conditions, Agency's approval to the proposed transfer or assignment before completion of the Improvements shall not unreasonably be withheld, conditioned or delayed.

(c) This Section 9.3 does not prohibit Developer or its successor(s) from (1) granting typical mortgage, trust deed or similar liens on the Project to obtain financing necessary to enable Developer and its successors to construct the Improvements, (2) transferring the Public Easement in the Parking Structure and the Park Lot to Agency and Park Owner, respectively; (3) selling any portion of the Project Area to a subsequent owner who covenants to construct the required Private Improvements thereon (provided, however, that no such conveyance shall excuse Developer from its obligation to assure the timely construction of all of the Improvements as provided in this Agreement); or (4) admit a new member or manager of Developer in order to increase the financial strength of Developer, so long as each such grant, transfer, sale or admission is expressly subject to, and does not in any way impair, the Public Easement to be granted hereunder.

(d) The provisions of this Section 9.3 shall terminate with respect to (1) each of the Public Improvements when it is purchased by (as to the Park Lot) or conveyed to (as to the Public Easement) Agency or its designee, and (2) each building within the Private Improvements upon the issuance of a Certificate of Occupancy for each such building.

(e) The provisions of this Section 9.3 shall not be applicable in the event of the death of any member of Developer or in the event of a transfer of a member's interest in Developer for reasonable estate planning purposes, so long as the transferee of a lifetime transfer is a trust or other entity that remains in the legal or practical control of the transferor member of Developer.

9.4 **Reports and Notices – Changes in Ownership**. Developer agrees that during the period between execution of this Agreement and the issuance of the applicable Certificate(s) of Occupancy:

(a) Developer will promptly notify Agency of: (1) a change in Developer's Project manager; (2) any act or transaction that would result in any change in control or change in over 50% of the ownership (legal or beneficial) of Developer, whether singly or in concert with all other such acts or transactions occurring since the date of this Agreement; or (3) any other change in the identity of the parties in control of Developer or their degree of control.

(b) Promptly upon Agency's request from time to time, Developer shall furnish Agency with a complete statement, subscribed and sworn to by the manager or other appropriate officer of Developer, identifying (1) each holder of an ownership interest in Developer, and (2)

each holder of an ownership interest in any holder of an ownership interest in Developer; and (3) the relative ownership interests of each such holder.

9.5. **Application to All Forms of Entities**. The provisions of this Article shall apply without exception to all forms of business organization, including limited liability companies, corporations, sole proprietorships, joint ventures and partnerships, both general and limited.

ARTICLE 10 – AGENCY OBLIGATIONS AND UNDERTAKINGS

10.1 **Tax Increment**.

(a) In consideration of Developer's promises and performance hereunder (including the timely construction and installation of the Improvements as provided in this Agreement and its attachments); subject to the conditions, terms and limitations set forth in this Agreement (including the limitations on making payment under Section 10.5, below); contingent on Developer otherwise being eligible and entitled under this Agreement; except as may be limited by the County Loan or the Interlocal Agreements; and further limited by the extent to which any recipient of Tax Increment payment under the Distribution Chart is entitled and eligible under the conditions, terms and provisions of this Agreement to receive Tax Increment payments, Agency agrees to pay the Available Tax Increment during each Tax Increment Year of the Tax Increment Period as shown on the Distribution Chart. Any remaining Tax Increment will be retained by Agency for the purposes and objectives of the CDA Plan and the Budget within the Project Area until the Tax Increment Period ends.

(i) Agency will "trigger" or commence the taking of Tax Increment monies from the Project Area for the Tax Increment Year that begins after the conditions precedent set forth in Sections 6.1 and 6.2 have been satisfied.

(ii) Payments of any Tax Increment shall be paid within 30 days following Agency's receipt from the County Treasurer of ad valorem taxes paid by taxpayers for the Project Area for the applicable Tax Increment Year. Agency anticipates receipt of such funds in the spring of each year from the ad valorem taxes paid by property owners which are due and paid by the prior November 30th.

(b) Agency makes no representation to Developer, City or to any other person or entity to any effect that:

(1) Agency is absolutely entitled to or will actually receive the contemplated Available Tax Increment from the Project Area; or

(2) The portion of the anticipated Available Tax Increment monies to be received by Agency from the Project Area for the Tax Increment Period will be adequate to pay the Tax Increment as shown on the Distribution Chart. Instead, Agency has not computed, nor can it compute, the exact amount of anticipated Available Tax Increment monies which may be available from the Project Area for the Tax Increment Period. Agency has relied upon Developer's representations that Developer or its permitted assignees will construct and install, or cause to be constructed and installed, Improvements on the Project Area which will create sufficient Available Tax Increment monies to fulfill the anticipated benefits to Developer contemplated by this Agreement.

10.2 **Priority of Payment of the Available Tax Increment**. Except as otherwise provided in this Agreement, each year during the Tax Increment Period that Agency receives Available Tax Increment money from the Project Area, Agency shall use and distribute the Available Tax Increment monies in accordance with the Distribution Chart.

10.3 **Tax Increment Monies Are Sole Source of Agency's Funding**. The only source of monies available to Agency to pay its obligations (including the anticipated Tax Increment payments shown on the Distribution Chart) is the Tax Increment monies actually received by Agency from the ad valorem taxes arising from the Improvements to be constructed and installed by Developer and others in the Project Area. Only the Available Tax Increment monies from the Project Area, less any negative Tax Increment from the Project Area deducted by the County Assessor's office, will be available to and usable by Agency to meet said obligations.

10.4 **Contingencies of Tax Increment Payments; Assumption of Risks By Developer**.

(a) Developer understands that, based upon the Act, Agency anticipates being the recipient of certain Tax Increment monies from the Project Area which are expected to be paid to Agency by County as the collector of ad valorem taxes, conditioned upon several factors, one of which is timely completion by Developer or its permitted assignees and the Lots 3-5 Owners of Improvements upon the Project Area having a sufficient amount of assessed valuation to generate the contemplated Tax Increment monies. The Parties anticipate that the construction or installation of the Improvements will cause the assessed value of the Project Area to increase to a point which is greater than the assessed value of the Project Area as contained in the "base year" established at the time of the adoption of the Interlocal Agreements. Developer further understands that the Available Tax Increment monies can become available to Agency only if and when the Improvements to be constructed and installed on the Project Area, or a portion thereof as provided in this Agreement, are completed and have a current year assessed value which is greater than the "base year" assessed valuation of the Project Area.

(b) Developer further understands and agrees that:

(1) Agency is not a taxing entity under state law;

(2) Agency has no power to levy a property tax on real or personal property located within the Project Area;

(3) Agency has no power to set a mill levy or rate of tax levy on real or personal property;

(4) The Available Tax Increment monies shall become available to Agency only if and when the Improvements to be constructed and installed in the Project Area are completed and have sufficient Assessed Taxable Value;

(5) Agency is only entitled to receive Tax Increment funds from the Project Area for the period established by law pursuant to the provisions of the Act and in accordance with the Interlocal Agreements;

(6) Developer has investigated the provisions of applicable laws governing tax funds, community development and renewal agencies and Tax Increment, and assumes all risk regarding whether:

(i) The CDA Plan, the Project Area and the Interlocal Agreements were properly approved and adopted;

(ii) The anticipated Tax Increment monies derived from the Improvements to be constructed and installed by Developer or its permitted assignees and the Lots 3-5 Owners in the Project Area in material conformance with the CDA Plan and this Agreement will actually be paid to Agency, and, even if paid, whether the amount of Tax Increment funds will be sufficient to pay the obligations or indebtedness of Agency under this Agreement;

(iii) The Available Tax Increment from the Project Area will be paid to Agency during the entire Tax Increment Period; and

(iv) Changes or amendments to applicable state or federal laws will hereafter be made which would affect or impair:

(A) Agency's right to receive Tax Increment monies and to pay Agency's obligations;

(B) The length of time said Tax Increment monies can be received by Agency; or

(C) The percentage or the amount of Tax Increment monies received or anticipated to be received by Agency based upon the current statutes; and

(7) The Utah State Legislature considers proposals which reduce the taxes which the state of Utah, or other taxing entities, imposes on all real and personal property within the State. Such proposals, if enacted, could materially reduce the amount of Tax Increment generated within the Project Area and currently anticipated to be paid to Agency. In the event of such reduction, the amount of the Tax Increment to be paid hereunder automatically shall likewise be reduced by the amount of such reduction.

10.5 **Limitations on Making Payments**. The following additional provisions regarding limitations and reductions on entitlement to and eligibility for Tax Increment payments shall govern and be applied in addition to any other term or provision of this Agreement:

(a) The payees designated on the Distribution Chart shall only be paid the Tax Increment from the Available Tax Increment monies, if any, which are paid to Agency by County as a direct result of the value of the Improvements (including the value of both the real property and personal property aspects of the Project Area) constructed or installed within the Project Area. If, for any reason, the Tax Increment monies anticipated to be received by Agency as a direct result of the Improvements to be constructed and installed on the Project Area are reduced, curtailed, or limited in any way by enactments, initiative referendum, or judicial decree or other reasons, Agency's obligation to pay the Tax Increment as provided in the Distribution Chart shall likewise be reduced, curtailed, or limited. Agency shall have no obligation to pay the anticipated Tax Increment to anyone from other sources or monies that Agency has or might hereafter receive from

other project areas or from sources other than from the Available Tax Increment monies that Agency actually receives from the Project Area.

(b) Subject to the limitations in this Agreement, the Tax Increment shall be paid by Agency as contemplated by the Distribution Chart only during the Tax Increment Period, conditioned, however, upon the recipient being legally eligible and entitled thereto, including complying with all applicable conditions precedent.

(c) The Tax Increment payments to be made by Agency hereunder are secured solely by Agency's pledge of the above-specified portion of the Available Tax Increment actually received by Agency from the Project Area for the Tax Increment Period. Developer shall have no other recourse to Agency, and no recourse whatever to City, County, the Taxing Entities or any other party, for payment of the Tax Increment.

ARTICLE 11 – REMEDIES

11.1 **Default by Developer**. If Developer defaults or breaches any of its obligations under this Agreement (such as the obligation to timely complete the construction and installation of the Improvements), and does not timely cure such default or breach as provided in this Agreement, or if Developer makes it known that it does not intend to construct and install the Improvements, then Agency's obligation to purchase the Public Improvements under Article 5 and (subject to Section 6.2, above) all obligations of Agency to pay any Tax Increment payments to anyone other than the Taxing Entities and pursuant to the County Loan, or to perform any of Agency's other duties under this Agreement, shall automatically cease and terminate.

11.2 **General Remedies**. Subject to the other provisions of this Article 11, or longer notice and cure periods specified in this Agreement, in the event of any default or breach of this Agreement or any of its terms, covenants or conditions by any Party, such Party shall, upon written notice from the other Party, proceed immediately to cure such default or breach within 30 calendar days after receipt of such notice. Failing timely cure of a Party's default hereunder, the non-defaulting Party may pursue any and all remedies that are available at law or in equity. Any delay by Agency in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this Article shall not operate as a waiver of such rights.

11.3 **Force Majeure**. If a Party is prevented from complying with a duty hereunder due to causes occurring beyond its control and without its fault or negligence, including, without limitation, appeal of decisions made by Agency, acts of God, acts of the public enemy or terrorists, wrongful acts of the other Party, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, wars and unusually severe weather or delays of subcontractors due to such causes, then the time for that Party to fulfill such duty shall be correspondingly extended; provided, however, that in order to obtain the benefit of this Section, the Party seeking such "force majeure" extension shall, within 15 calendar days after becoming aware of any such delay, notify the other Parties in writing stating the cause(s) for the delay and the probable duration of the delay.

11.4 **Extensions by Agency**. Agency may in writing extend the time for performance of any of Developer's duties under this Agreement, or permit Developer to cure any default, upon such terms and conditions as may be mutually agreeable to Agency; provided, however, that any such extension or permissive curing of any particular default shall not operate to release any of

Developer's obligations nor constitute a waiver of Agency's rights with respect to any other obligation or default of Developer under this Agreement.

11.5. **Remedies Cumulative; Non-Waiver**. The Parties' respective rights and remedies shall be construed cumulatively, and none of such rights and remedies shall be exclusive of, or in lieu or limitation of, any other right, remedy or priority allowed by law. Any waiver by a Party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of, or consent to, any subsequent breach of this Agreement.

ARTICLE 12 – MISCELLANEOUS PROVISIONS

12.1 **No Personal Liability**. No elected or appointed officer, member, official, employee, consultant, agent, attorney or representative of Agency or City shall be personally liable to Developer, County or their respective successors or assigns in the event of any default or breach by Agency under this Agreement.

12.2 **No Personal Liability – Developer**. Absent fraud or intentional misconduct, no member, official, employee, consultant, agent, attorney or representative of Developer shall be personally liable to City, Agency or County or their respective successors or assigns in the event of any default or breach by Developer under this Agreement.

12.3 **Notices**. All notices provided for in this Agreement shall be in writing and shall be either personally delivered or given by first class mail, certified or registered, postage prepaid, addressed to the Parties at their respective addresses set forth above or at such other address(es) as may be designated by a Party from time to time in writing. Notices shall be deemed received upon such hand delivery or on the first business day that is at least three days after such mailing.

Notwithstanding the foregoing, Agency may make inquiries from time to time regarding the status and schedule of the Project to the following representative of Developer:

Canyon Centre Capital, LLC
c/o CW Management Corporation, Manager
9071 South 1300 West, Suite 100
West Jordan, Utah 84088-5582
Telephone: (801) 984-5770

With a copy to:

Fabian Van Cott
215 South State Street, Suite 1200
Salt Lake City, Utah 84111-2323
Telephone: (801) 531-8900
Attn: Scott R. Sabey
Attn: Diane H. Banks

12.4 **Attachments/Recitals**. All Attachments referred to in this Agreement as being attached or to be attached hereto, shall be deemed attached to and incorporated in this Agreement, whether or not such items are, in fact, attached, the Parties being satisfied that the correct

documents can be supplied from the records of the Parties. The Recitals to this Agreement are incorporated herein and made a part of this Agreement.

12.5 **Headings**. The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

12.6 **Successors and Assigns**. This Agreement shall be binding upon Developer and its successors and assigns. Where the term "Developer" is used in this Agreement, it shall mean and include the permitted successors and assigns of the original Developer hereunder, except that Agency shall have no obligation under this Agreement to any unapproved successor or assignee of Developer where Agency's approval of a successor or assignee is required by this Agreement.

12.7 **Interpretation**. This Agreement shall be interpreted, construed and enforced according to the substantive laws of the state of Utah. Any litigation arising from this agreement shall occur in the Third District Court of Salt Lake County, Utah. This Agreement is the result of collaborative drafting by the parties to it, all of whom are sophisticated in business affairs and were represented by their own legal counsel. Consequently, this Agreement shall be interpreted in an absolutely neutral manner, with no regard to whether any party was the "drafter" of this Agreement. In the event of any conflict or inconsistency between this Agreement and the Declarations, this Agreement shall control. In the event of any conflict or inconsistency between this Agreement and/or the Declarations, on the one hand, and the Interlocal Agreements, on the other hand, the Interlocal Agreements shall control.

12.8 **Counterparts**. This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

12.9 **Time**. Time is the essence of this Agreement and its Attachments.

12.10 **Binding Agreement**. This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties hereto.

12.11 **Severability.** The provisions of this Agreement are severable and, should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable or invalid provision shall not affect the other provisions of this Agreement.

12.12 **Amendment**. This Agreement may not be modified except by an instrument in writing signed by the Parties.

12.13 **Waiver of Jury Trial**. Each of the Parties irrevocably waives any right to trial by jury in any lawsuit concerning this Agreement.

12.14 **Execution and Delivery**. This Agreement may be executed and delivered electronically by facsimile, email, or similar means, with the same legal effect as manual execution and physical delivery.

12.15 **Immunity Act**. Agency is a governmental entity under the "Governmental Immunity Act of Utah" (UTAH CODE ANN. § 63G-7-101, *et seq.*) (the "*Immunity Act*"). Agency does not waive any immunities or defenses otherwise available under the Immunity Act nor does Agency waive any limits of liability provided by the Immunity Act.

12.16 **Covenants Run with Land**. This Agreement shall be a covenant running with the land constituting the Project Area and also shall be, to the fullest extent legally possible, enforceable by Agency against Developer, its successors and assigns, and any party in possession or occupancy of any of the Project Area.

12.17 **Recording**. This Agreement shall be recorded in the office of the Recorder of Salt Lake County, Utah, promptly upon its full execution and delivery such that it shall be subject only to the Permitted Exceptions. Agency and City shall not bear any recording costs associated with this Agreement or any of the documents or instruments contemplated by this Agreement, all of which shall be paid by Developer or its designated third party.

DATED effective the date first-above written.

AGENCY:

COTTONWOOD HEIGHTS COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

ATTEST:

By _____
Paula Melgar, Secretary

By _____
B. Tim Tingey, CEO

Approved as to form:

_____
Wm. Shane Topham, Agency Counsel

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

On this 21st day of December 2018, personally appeared before me **B. Tim Tingey** and **Paula Melgar**, who duly acknowledged to me that they signed the foregoing agreement as the CEO and the Secretary, respectively, of the **Cottonwood Heights Community Development and Renewal Agency**.

HEATHER SUNDQUIST
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 689069
COMM. EXP. 05-11-2020

_____
Notary Public

DEVELOPER:

CANYON CENTRE CAPITAL, LLC,
a Utah limited liability company

By: **C.W. MANAGEMENT CORPORATION,**
a Utah corporation, its Manager

By: _____
Chris McCandless, President

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

On this 21 day of December 2018, personally appeared before me **Chris McCandless**, who duly acknowledged to me that he signed the foregoing agreement as the President of **C.W. Management Corporation**, a Utah corporation acting in its capacity as the manager of **Canyon Centre Capital, LLC**.

HEATHER SUNDQUIST
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 689069
COMM. EXP. 05-11-2020

_____
Notary Public

ATTACHMENT NO. 1

RECORDED AMENDED SUBDIVISION PLAT INCLUDING
LEGAL DESCRIPTION OF PROJECT AREA

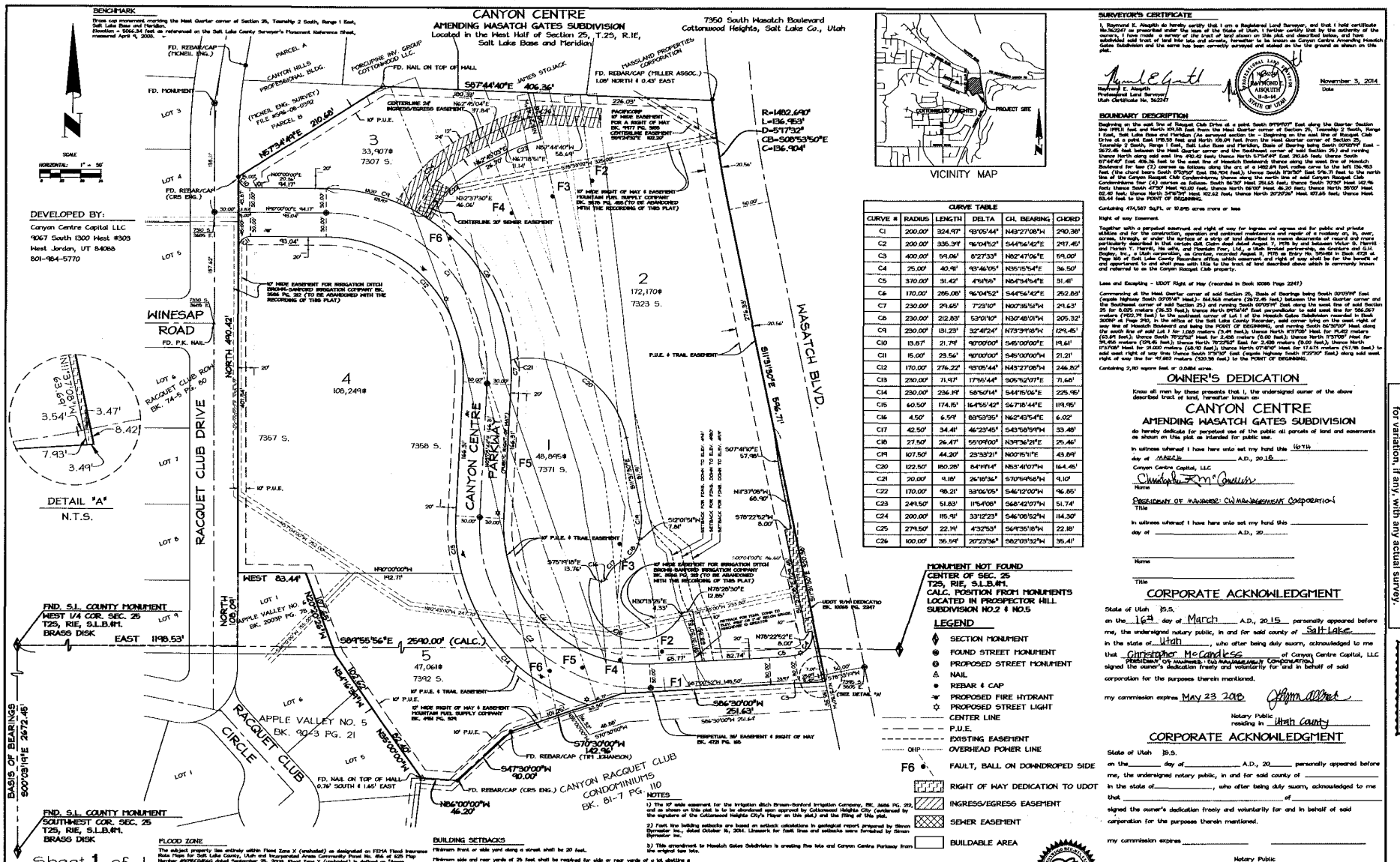
The attached subdivision plat relates to Lots 1 through 5 of the Canyon Centre Amending Wasatch Gates Subdivision, according to the official plat thereof on file and of record in the office of the Recorder of Salt Lake County, Utah, which are designated as the following tax parcels: 22-25-176-022; 22-25-176-023; 22-25-176-024; 22-25-180-001; and 22-25-180-003 through 22-25-180-019 inclusive.

CANYON CENTRE

AMENDING WASATCH GATES SUBDIVISION

Located in the West Half of Section 25, T.2S, R.1E, Salt Lake Base and Meridian

7350 South Wasatch Boulevard
Cottonwood Heights, Salt Lake Co., Utah



VICINITY MAP

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CH. BEARING	CHORD
C1	200.00'	324.97'	93°05'44"	N43°27'06"W	290.36'
C2	200.00'	336.39'	96°04'52"	S44°56'42"E	297.45'
C3	400.00'	59.06'	8°27'33"	N82°47'06"E	59.00'
C4	25.00'	40.48'	93°46'05"	N35°15'54"E	36.50'
C5	370.00'	31.42'	4°51'55"	N84°34'54"E	31.41'
C6	170.00'	285.06'	96°04'52"	S44°56'42"E	252.83'
C7	230.00'	29.65'	7°23'10"	N00°35'51"W	29.63'
C8	230.00'	212.83'	53°01'07"	N30°48'01"W	205.32'
C9	250.00'	131.29'	32°41'24"	N73°39'18"W	129.45'
C10	13.87'	21.79'	90°00'00"	S45°00'00"E	19.61'
C11	15.00'	23.56'	90°00'00"	S45°00'00"W	21.21'
C12	170.00'	276.22'	93°05'44"	N43°27'06"W	246.80'
C13	230.00'	71.97'	17°56'44"	S05°52'07"E	71.68'
C14	230.00'	236.19'	58°50'14"	S44°15'06"E	225.95'
C15	60.50'	174.15'	164°55'42"	S67°16'44"E	119.95'
C16	4.50'	6.59'	83°53'35"	N62°43'54"E	6.02'
C17	42.50'	34.41'	46°23'45"	S43°56'59"W	33.48'
C18	27.50'	26.47'	55°09'00"	N39°36'21"E	25.46'
C19	107.50'	44.20'	23°33'21"	N00°15'11"E	43.89'
C20	122.50'	180.28'	84°19'41"	N83°41'07"W	164.45'
C21	20.00'	9.18'	26°16'36"	S70°59'56"W	9.10'
C22	170.00'	98.21'	33°06'05"	S46°12'00"W	96.85'
C23	249.50'	51.83'	11°54'08"	S68°42'07"W	51.74'
C24	200.00'	115.49'	33°12'23"	S46°06'52"W	114.30'
C25	279.50'	22.19'	4°32'53"	S49°35'18"W	22.18'
C26	100.00'	36.59'	20°23'36"	S62°03'32"W	36.41'

MONUMENT NOT FOUND
CENTER OF SEC. 25 T2S, R1E, S.L.B.&M. CALC. POSITION FROM MONUMENTS LOCATED IN PROSPECTOR HILL SUBDIVISION NO.2 & NO.5

LEGEND
- SECTION MONUMENT
- FOUND STREET MONUMENT
- PROPOSED STREET MONUMENT
- NAIL
- REBAR & CAP
- PROPOSED FIRE HYDRANT
- PROPOSED STREET LIGHT
- CENTER LINE
- P.U.E.
- EXISTING EASEMENT
- OHP — OVERHEAD POWER LINE
- F6 — FAULT, BALL ON DOWNDROPED SIDE
- RIGHT OF WAY DEDICATION TO UDOT
- INGRESS/EGRESS EASEMENT
- SEWER EASEMENT
- BUILDABLE AREA

NOTES
1) The 10' wide easement for the irrigation ditch Brown-Sanford Irrigation Company, BK. 3006 PG. 282, and as shown on this plat is to be abandoned upon approval by Cottonwood Heights City (evidenced by the signatures of the Cottonwood Heights City's Mayor on this plat) and the filing of this plat.
2) Foot line building setbacks are based on setback calculations in geological report prepared by Gleave Dymaster Inc., dated October 16, 2014. Linework for foot lines and setbacks were furnished by Gleave Dymaster Inc.
3) This amendment to Wasatch Gates Subdivision is creating five lots and Canyon Centre Parkway from the original two lots.

FLOOD ZONE
The subject property lies entirely within Flood Zone X (unshaded) as designated on FEMA Flood Insurance Rate Maps for Salt Lake County, Utah and Incorporated Areas Community Panel No. 456 of 625 Map Number 49035C0456G dated September 25, 2009. Flood Zone X (unshaded) is defined as "Areas determined to be outside the 0.2% annual chance floodplain."

BUILDING SETBACKS
Minimum front or side yard along a street shall be 20 feet.
Minimum side and rear yards of 25 feet shall be required for side or rear yards of a lot abutting a residential zone. For lots adjacent to a non-residential zone, the minimum setback shall be ten feet for side and rear yards not on a street.

SURVEYOR'S CERTIFICATE

I, Raymond E. Alsopitz do hereby certify that I am a Registered Land Surveyor, and that I hold certificate No.162247 as prescribed under the laws of the State of Utah. I further certify that by the authority of the owners, I have made a survey of the tract of land shown on this plat and described below, and have subdivided said tract of land into lots and streets, hereafter to be known as Canyon Centre Amending Wasatch Gates Subdivision and the same has been correctly surveyed and staked on the the ground as shown on this plat.

Raymond E. Alsopitz
Professional Land Surveyor
Utah Certificate No. 162247

November 3, 2014
Date

BOUNDARY DESCRIPTION

Beginning at the east line of Racquet Club Drive at a point South 87°59'07" East along the Quarter Section line 1198.53 feet and North 109.09 feet from the West Quarter corner of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian (As surveyed section tie - Beginning on the east line of Racquet Club Drive at a point East 1198.53 feet and North 109.09 feet from the West Quarter corner of Section 25, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Basis of Bearing being South 00°03'16" East - 2672.45 feet between the West Quarter corner and the Southwest corner of said Section 25.) and running thence North along said east line 490.42 feet; thence North 73°44'40" East 210.68 feet; thence South 87°44'40" East 406.36 feet to the west line of Wasatch Boulevard; thence along the west line of Wasatch Boulevard for two (2) courses as follows: along the arc of a 1482.69 foot radius curve to the left 136.953 feet (the chord bears South 8°53'50" East 136.904 feet.); thence South 11°19'50" East 546.71 feet to the north line of the Canyon Racquet Club Condominiums; thence along the north line of said Canyon Racquet Club Condominiums for (4) courses as follows: South 86°30' West 251.63 feet; thence South 70°30' West 142.92 feet; thence South 47°30' West 90.00 feet, thence North 86°00' West 46.20 feet; thence North 89°00' West 52.40 feet; thence North 34°57'39" West 102.62 feet, thence North 20°20'26" West 107.65 feet; thence West 83.44 feet to the POINT OF BEGINNING.

Containing 474,587 Sq.Ft. or 10.895 acres more or less

Right of way Easement

Together with a perpetual easement and right of way for ingress and egress and for public and private utilities for the construction, operation and continued maintenance and repair of a roadway on, in, over, across, through, or under the surface of a strip of land described in master documents of record and more particularly described in that certain Quit Claim deed dated August 7, 1978 by and between Victor S. Parrish and Marian Y. Parrish, his wife, and Mountain Fuel, Ltd., a Utah limited partnership, as Grantors and G.N. Bagley, Inc., a Utah corporation, as Grantee, recorded August 11, 1978 as Entry No. 3514681 in Book 4728 at Page 865 of Salt Lake County Recorders office which easement and right of way shall be for the benefit of and appurtenant to and shall pass with title to the tract of land described above which is commonly known and referred to as the Canyon Racquet Club property.

Less and Excepting - UDOT Right of Way (recorded in Book 10068 Page 2247)

Commencing at the West Quarter corner of said Section 25, Basis of Bearings being South 00°03'16" East (grade Highway South 00°08'16" West) - 2641.569 meters (8672.46 feet) between the West Quarter corner and the Southwest corner of said Section 25) and running South 00°03'16" East along the west line of said Section 25 for 8.025 meters (26.33 feet,) thence North 89°56'44" East perpendicular to said west line for 566.267 meters (1,857.79 feet) to the Southwest corner of Lot 1 of the Wasatch Gates Subdivision recorded in Book 2008P at Page 240, in the office of the Salt Lake County Recorder, said corner lying on the west right of way line of Wasatch Boulevard and being the POINT OF BEGINNING, and running South 86°30'00" West along the south line of said Lot 1 for 1.050 meters (3.44 feet,) thence North 11°37'08" West for 21.422 meters (70.24 feet) thence North 78°22'52" West for 2.438 meters (8.00 feet,) thence North 11°37'08" West for 39.458 meters (129.45 feet); thence North 78°22'52" East for 2.438 meters (8.00 feet,) thence North 11°37'08" West for 21.020 meters (68.92 feet,) thence North 07°41'10" West for 17.675 meters (57.98 feet) to said west right of way line; thence South 11°19'50" East (regard Highway South 11°22'00" East) along said west right of way line for 167.823 meters (550.56 feet) to the POINT OF BEGINNING.

Containing 7,117 square feet or 0.0164 acres.

OWNER'S DEDICATION

Know all men by these presents that I, the undersigned owner of the above described tract of land, hereafter known as:

CANYON CENTRE
AMENDING WASATCH GATES SUBDIVISION

do hereby dedicate for perpetual use of the public all parcels of land and easements as shown on this plat as intended for public use.

In witness whereof I have here unto set my hand this 16th day of March A.D., 2016

Canyon Centre Capital, LLC
Christopher McCandless
Name
President of Manager: CW Management Corporation
Title

In witness whereof I have here unto set my hand this _____ day of _____ A.D., 20_____

_____
Name
_____
Title

CORPORATE ACKNOWLEDGMENT

State of Utah)S.S.
on the 16th day of March A.D., 2015 personally appeared before me, the undersigned notary public, in and for said county of Salt Lake in the state of Utah, who after being duly sworn, acknowledged to me that Christopher McCandless of Canyon Centre Capital, LLC (President of Manager: CW Management Corporation) signed the owner's dedication freely and voluntarily for and in behalf of said corporation for the purposes therein mentioned.

my commission expires May 23 2018

Notary Public residing in Utah County

CORPORATE ACKNOWLEDGMENT

State of Utah)S.S.
on the _____ day of _____ A.D., 20_____ personally appeared before me, the undersigned notary public, in and for said county of _____ in the state of _____, who after being duly sworn, acknowledged to me that _____ of _____ signed the owner's dedication freely and voluntarily for and in behalf of said corporation for the purposes therein mentioned.

my commission expires _____

Notary Public residing in _____

This map is provided solely for the purpose of assisting in locating the property and Cottonwood Title Insurance Agency, Inc. assumes no liability for variation, if any, with any actual survey.

Sheet 1 of 1

SURVEY SERVICES
329 South 200 East
American Fork, UT 84003
PH: 801-400-4977

COMMUNITY DEVELOPMENT
APPROVED THIS 30th DAY OF March, A.D., 2015
BRIAN BERNDT

PLANNING COMMISSION
APPROVED THIS 16 DAY OF March, A.D., 2015 BY THE COTTONWOOD HEIGHTS CITY PLANNING COMMISSION
Jordan D. Wallin
CHAIRMAN, PERRY BOLYARD

BOARD OF HEALTH
APPROVED THIS 16 DAY OF March, A.D., 2015
Rick Sellers
DIRECTOR

CITY ENGINEER
APPROVED THIS 26th DAY OF March, A.D., 2015
CITY ENGINEER, BRAD GILSON, P.E.

CITY ATTORNEY
APPROVED AS TO FORM THIS 8th DAY OF April, A.D., 2015
W.S.C.
MR. SHANE TOPHAM, CITY ATTORNEY

CITY COUNCIL
PRESENTED TO THE COTTONWOOD HEIGHTS CITY COUNCIL THIS 8th DAY OF April, A.D., 2015
KELVYN H. CULLIMORE JR., MAYOR
ATTEST: MARI BARHAM, CITY RECORDER

RECORDED # 12026637
STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF: CANYON CENTRE CAPITAL
DATE: 04-06-2015 TIME: 2:47PM BOOK: 2015P PAGE: 85
FEE $ 35.00
SALT LAKE COUNTY RECORDER

22-25-176-021 22-25-12

BK 10741 PG 8949

ATTACHMENT NO. 2

2nd AMENDED CANYON CENTRE PROJECT AREA PLAN AND AMENDED CANYON CENTRE PROJECT AREA BUDGET

The 2nd Amended Project Area Plan and the Amended Project Area Budget for the Project Area were approved on 18 December 2018 pursuant to Agency Resolution 2018-08 and City Ordinance 311. Copies of the 2nd Amended Project Area Plan and the Amended Project Area Budget are attached as exhibits to Agency Resolution 2018-08, which is available from the Agency's Secretary.

ATTACHMENT NO. 3

DESCRIPTION OF PRIVATE IMPROVEMENTS, SQUARE FOOTAGE, ESTIMATED ASSESSED VALUES AND CONSTRUCTION DEADLINES

IMPROVEMENT	LOT NO.	SQUARE FOOTAGE	ESTIMATED ASSESSED VALUE	CONSTRUCTION DEADLINE
1. Office Building	2	No less than 65,000 s.f.	$17,286,263*	12/31/2022
2. Hotel	2	No fewer than 125 Rooms	$16,340,335*	12/31/2022
3. Restaurant / Retail (3 Buildings)	2	No less than 11,000 s.f.	$ 4,691,475*	12/31/2022
4. Plazas and Walkways	Project	N/A	Included above	12/31/2022
5. Landscaping of Common Areas	Project	N/A	Included above	12/31/2022
6. Infrastructure	Project	N/A	Included above	12/31/2022
7. Surface Parking *Includes Land Value	2	No fewer than 116 stalls	Included above	12/31/2022
8. Residential Rental Housing	—	112 Units	$10,733,197	12/31/2022
9. Single Family Housing	—	17 Units	$5,960,495	12/31/2022
Total			**$55,011,765**	

ATTACHMENT NO. 4

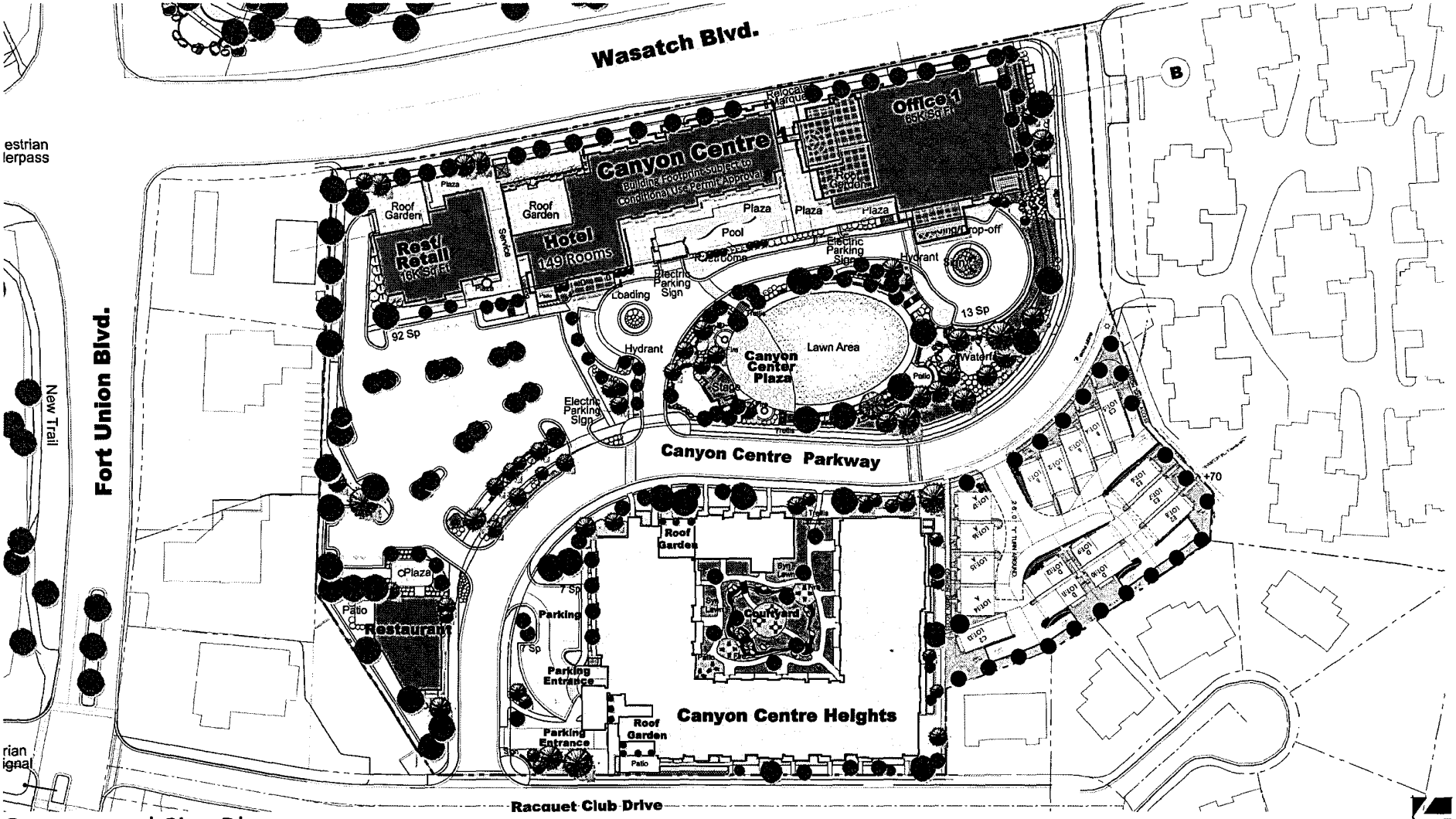
DESCRIPTION OF PUBLIC IMPROVEMENTS AND DEADLINES FOR CONSTRUCTION AND INSTALLATION

IMPROVEMENT	LOT NO.	SQUARE FOOTAGE	CONSTRUCTION DEADLINE
1. Parking Structure	2	415 Stalls 151,761 s.f.	12/31/2019*
2. Park Lot	1	48,895 s.f.[adjust per plat]	60 months from the date of the Construction Note

* The later of 12/31/2019 or two years from the date of the Construction Note

ATTACHMENT NO. 5

MASTER PLAN



Conceptual Site Plan

Think Architecture

CANYON CENTRE - PHASE 1 & 2

COTTONWOOD HEIGHTS, UTAH 84124

June 15, 2017

ATTACHMENT NO. 6
DESCRIPTION OF INTERLOCAL AGREEMENTS

1. Interlocal Cooperation Agreement between Salt Lake County and Salt Lake County Library and Cottonwood Heights Community Development and Renewal Agency (the "*Agency*") dated on or about 8 November 2011 (the "*SLCo ILA*"), as amended by the Amendment No. 1 to the SLCo ILA dated on or about 31 March 2018, as further amended by the Amendment No. 2 to the SLCo ILA dated on or about 9 November 2018.

2. "Interlocal Cooperation Agreement for the Canyon Centre CDA" between Canyons School District and the Agency dated on or about 17 January 2012 (the "*CDA ILA*"), as amended by the "First Amendment to Interlocal Cooperation Agreement for the Canyon Centre CDA" dated on or about 17 July 2018.

3. "Interlocal Cooperation Agreement for the Canyon Centre CDA" between the city of Cottonwood Heights and the Agency dated on or about 10 May 2011, as amended by the "First Amendment to Interlocal Cooperation Agreement for the Canyon Centre CDA" dated on or about 10 April 2018.

4. "Interlocal Cooperation Agreement" between the Central Utah Water Conservancy District and the Agency dated on or about 7 February 2012, as amended by the "First Amendment to Interlocal Cooperation Agreement for the Canyon Centre CDA" dated on or about 1 September 2018.

5. "Interlocal Cooperation Agreement" between the South Salt Lake Valley Mosquito Abatement District and the Agency dated on or about 12 September 2011, as amended by the "First Amendment to Interlocal Cooperation Agreement for the Canyon Centre CDA" dated on or about 13 August 2018.

6. "Interlocal Cooperation Agreement for the Canyon Centre CDA" between the Cottonwood Heights Parks and Recreation Service Area and the Agency dated on or about 27 September 2011, as amended by the "First Amendment to Interlocal Cooperation Agreement for the Canyon Centre CDA" dated on or about 21 June 2018.

COTTONWOOD HEIGHTS COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

Canyons Centre Community Development Project Area (CDA)

Multi-Year Budget for Inclusion in the AMENDED PROJECT AREA BUDGET

25 Yr. Tax Increment Budget

Updated: November 06, 2018

INCREMENTAL PROPERTY TAX ANALYSIS	Payment Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046		
Cumulative Taxable Value	Year	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	Year 21	Year 22	Year 23	Year 24	Year 25		
Phase I																												
Hotel		16,340,335	16,340,335	16,340,335	16,340,335	16,340,335	16,340,335	16,340,335	16,340,335	16,340,335	16,340,335	16,340,335	16,340,335	16,340,335	16,340,335	16,340,335	16,340,335	16,340,335	16,340,335	16,340,335	16,340,335	16,340,335	16,340,335	16,340,335	16,340,335	16,340,335		
Office		17,286,283	17,286,283	17,286,283	17,286,283	17,286,283	17,286,283	17,286,283	17,286,283	17,286,283	17,286,283	17,286,283	17,286,283	17,286,283	17,286,283	17,286,283	17,286,283	17,286,283	17,286,283	17,286,283	17,286,283	17,286,283	17,286,283	17,286,283	17,286,283	17,286,283		
Restaurant I (Brew-Pub) (*on Parking Structure*)		2,276,456	2,276,456	2,276,456	2,276,456	2,276,456	2,276,456	2,276,456	2,276,456	2,276,456	2,276,456	2,276,456	2,276,456	2,276,456	2,276,456	2,276,456	2,276,456	2,276,456	2,276,456	2,276,456	2,276,456	2,276,456	2,276,456	2,276,456	2,276,456	2,276,456		
Parking Structure (417 Stalls)		11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000	11,500,000		
Retail (*on Parking Structure*)		1,246,598	1,246,598	1,246,598	1,246,598	1,246,598	1,246,598	1,246,598	1,246,598	1,246,598	1,246,598	1,246,598	1,246,598	1,246,598	1,246,598	1,246,598	1,246,598	1,246,598	1,246,598	1,246,598	1,246,598	1,246,598	1,246,598	1,246,598	1,246,598	1,246,598		
Phase II																												
Multi-Family Residential Units		10,733,197	10,733,197	10,733,197	10,733,197	10,733,197	10,733,197	10,733,197	10,733,197	10,733,197	10,733,197	10,733,197	10,733,197	10,733,197	10,733,197	10,733,197	10,733,197	10,733,197	10,733,197	10,733,197	10,733,197	10,733,197	10,733,197	10,733,197	10,733,197	10,733,197		
Restaurant II (Bambu)		1,168,421	1,168,421	1,168,421	1,168,421	1,168,421	1,168,421	1,168,421	1,168,421	1,168,421	1,168,421	1,168,421	1,168,421	1,168,421	1,168,421	1,168,421	1,168,421	1,168,421	1,168,421	1,168,421	1,168,421	1,168,421	1,168,421	1,168,421	1,168,421	1,168,421		
Single Family Homes		2,980,247	5,980,495	5,980,495	5,980,495	5,980,495	5,980,495	5,980,495	5,980,495	5,980,495	5,980,495	5,980,495	5,980,495	5,980,495	5,980,495	5,980,495	5,980,495	5,980,495	5,980,495	5,980,495	5,980,495	5,980,495	5,980,495	5,980,495	5,980,495	5,980,495		
Total Assessed Value:		63,531,537	66,511,784	66,511,784	66,511,784	66,511,784	66,511,784	66,511,784	66,511,784	66,511,784	66,511,784	66,511,784	66,511,784	66,511,784	66,511,784	66,511,784	66,511,784	66,511,784	66,511,784	66,511,784	66,511,784	66,511,784	66,511,784	66,511,784	66,511,784	66,511,784		
LESS BASE YEAR VALUE (2016):		(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)	(3,842,400)		
LESS CONSTRUCTION COST OF PARKING STRUCTURE		(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)	(11,500,000)		
TOTAL INCREMENTAL VALUE:		**48,189,137**	**51,169,384**	**51,169,384**	**51,169,384**	**51,169,384**	**51,169,384**	**51,169,384**	**51,169,384**	**51,169,384**	**51,169,384**	**51,169,384**	**51,169,384**	**51,169,384**	**51,169,384**	**51,169,384**	**51,169,384**	**51,169,384**	**51,169,384**	**51,169,384**	**51,169,384**	**51,169,384**	**51,169,384**	**51,169,384**	**51,169,384**	**51,169,384**		
CDA PROJECT AREA BUDGET	Payment Year	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046		
Sources of Funds:	Tax Year																											
INCREMENTAL TAX RATE & ANALYSIS																											TOTALS	NPV
Salt Lake County	0.002371	114,256	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	[illegible]	[illegible]
Salt Lake County Library	0.000639	30,793	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	[illegible]	[illegible]
Canyons School District	0.006463	311,446	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	[illegible]	[illegible]
Cottonwood Heights City	0.002064	99,462	105,614	105,614	105,614	105,614	105,614	105,614	105,614	105,614	105,614	105,614	105,614	105,614	105,614	105,614	105,614	105,614	105,614	105,614	105,614	105,614	105,614	105,614	105,614	105,614	[illegible]	[illegible]
South Salt Lake Valley Mosquito Abatement District	0.000018	867	921	921	921	921	921	921	921	921	921	921	921	921	921	921	921	921	921	921	921	921	921	921	921	921	[illegible]	[illegible]
Central Utah Water Conservancy District	0.000400	19,276	20,468	20,468	20,468	20,468	20,468	20,468	20,468	20,468	20,468	20,468	20,468	20,468	20,468	20,468	20,468	20,468	20,468	20,468	20,468	20,468	20,468	20,468	20,468	20,468	[illegible]	[illegible]
Cottonwood Heights Parks & Rec Service Area	0.001117	53,827	57,156	57,156	57,156	57,156	57,156	57,156	57,156	57,156	57,156	57,156	57,156	57,156	57,156	57,156	57,156	57,156	57,156	57,156	57,156	57,156	57,156	57,156	57,156	57,156	[illegible]	[illegible]
Totals:	0.013072	629,928	668,886	668,886	668,886	668,886	668,886	668,886	668,886	668,886	668,886	668,886	668,886	668,886	668,886	668,886	668,886	668,886	668,886	668,886	668,886	668,886	668,886	668,886	668,886	668,886	[illegible]	[illegible]
Property Tax Participation Rate for Budget																												
Salt Lake County		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	0%	0%		
Salt Lake County Library		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	0%	0%		
Canyons School District		100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	0%	0%		
Cottonwood Heights City		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
South Salt Lake Valley Mosquito Abatement District		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
Central Utah Water Conservancy District		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
Cottonwood Heights Parks & Rec Service Area		75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%	75%		
Property Tax Increment for Budget																											TOTALS	NPV
Salt Lake County		114,256	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	121,323	-	-	2,783,354	2,517,887
Salt Lake County Library		30,793	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	32,697	-	-	750,132	678,587
Canyons School District		311,446	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	330,708	-	-	7,587,016	6,863,392
Less CSD Portion of Single Family Homes TIF		(19,261)	(38,523)	(38,523)	(38,523)	(38,523)	(38,523)	(38,523)	(38,523)	(38,523)	(38,523)	(38,523)	(38,523)	(38,523)	(38,523)	(38,523)	(38,523)	(38,523)	(38,523)	(38,523)	(38,523)	(38,523)	(38,523)	(38,523)	-	-	(866,760)	(782,812)
Cottonwood Heights City		74,597	79,210	79,210	79,210	79,210	79,210	79,210	79,210	79,210	79,210	79,210	79,210	79,210	79,210	79,210	79,210	79,210	79,210	79,210	79,210	79,210	79,210	79,210	79,210	79,210	1,975,642	1,772,853
South Salt Lake Valley Mosquito Abatement District		651	691	691	691	691	691	691	691	691	691	691	691	691	691	691	691	691	691	691	691	691	691	691	691	691	17,229	15,459
Central Utah Water Conservancy District		14,457	15,351	15,351	15,351	15,351	15,351	15,351	15,351	15,351	15,351	15,351	15,351	15,351	15,351	15,351	15,351	15,351	15,351	15,351	15,351	15,351	15,351	15,351	15,351	15,351	382,876	343,537
Cottonwood Heights Parks & Rec Service Area		40,370	42,867	42,867	42,867	42,867	42,867	42,867	42,867	42,867	42,867	42,867	42,867	42,867	42,867	42,867	42,867	42,867	42,867	42,867	42,867	42,867	42,867	42,867	42,867	42,867	1,069,182	959,328
Total Property Tax Increment for Budget		567,309	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	138,119	138,119	13,698,672	12,368,231
Sources of Funds:	**SOURCES**	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS	NPV
Tax Increment		567,309	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	584,324	138,119	138,119	13,698,672	12,368,231
SLCo Transfer to CH CDRA	$ 1,900,000	*(Up front contribution to Parking Structure)*				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Developer Financing (Assessment Bonds)	1,750,000	*(Developer Loan/Grant)*			-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
SLCo Loan for Parking Structure	8,000,000	*(SLCo Loan for Parking Structure)*				-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Park Improvements	771,527																											
Total Funds	**$ 10,421,527**	**567,309**	**584,324**	**584,324**	**584,324**	**584,324**	**584,324**	**584,324**	**584,324**	**584,324**	**584,324**	**584,324**	**584,324**	**584,324**	**584,324**	**584,324**	**584,324**	**584,324**	**584,324**	**584,324**	**584,324**	**584,324**	**584,324**	**584,324**	**138,119**	**138,119**	**13,698,672**	**12,368,231**
Uses of Funds:	**USES**	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	TOTALS	NPV
CDA Administration @ 5%	5%	16,730	17,132	17,132	17,132	17,132	17,132	17,132	17,132	17,132	17,132	17,132	17,132	17,132	17,132	17,132	17,132	17,132	17,132	17,132	17,132	17,132	17,132	17,132	6,906	6,906	[illegible]	[illegible]
School District Tax Increment Remittance (30% of School District Increment)		87,656	87,656	87,656	87,656	87,656	87,656	87,656	87,656	87,656	87,656	87,656	87,656	87,656	87,656	87,656	87,656	87,656	87,656	87,656	87,656	87,656	87,656	87,656	-	-	2,016,077	1,824,234
Developer Loan Repayment		91,885	91,885	91,885	91,885	91,885	91,885	91,885	91,885	91,885	91,885	91,885	91,885	91,885	91,885	91,885	91,885	91,885	91,885	91,885	91,885	91,885	91,885	91,885	91,885	91,885	2,297,125	1,750,000
Land for Park (Developer)	$ 600,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Parking Structure Improvements	9,050,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Park Improvements (CH CDRA)	771,527	146,520	152,252	152,252	152,252	152,252	15,999	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	771,527	751,750
County Loan Repayment (SLCo.)		224,518	235,399	235,399	235,399	235,399	357,024	357,024	357,024	357,024	357,024	357,024	357,024	357,024	357,024	357,024	357,024	357,024	357,024	357,024	357,024	357,024	357,024	357,024	78,728	78,728	7,750,000	6,954,426
Total Uses (including County Repayment)	**$ 10,421,527**	**567,309**	**584,324**	**584,324**	**584,324**	**584,324**	**569,696**	**553,697**	**553,697**	**553,697**	**553,697**	**553,697**	**553,697**	**553,697**	**553,697**	**553,697**	**553,697**	**553,697**	**553,697**	**553,697**	**553,697**	**553,697**	**553,697**	**553,697**	**177,519**	**177,519**	**13,242,184**	**11,647,786**
Remaining Tax Increment for O&M, etc. [1]		0	0	0	0	0	14,628	30,627	30,627	30,627	30,627	30,627	30,627	30,627	30,627	30,627	30,627	30,627	30,627	30,627	30,627	30,627	30,627	30,627	(39,400)	(39,400)	456,488	400,836
Public Portion O&M		70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	70,200	1,755,000	1,575,087

Assumptions	
Discount Rate (PTIF Est.%)	0.850%
County Loan Repayment Years 1-5	25% County 75% CDRA
County Loan Repayment Years 6-25	60% County 40% CDRA
O&M	351 Stalls * $200/Stall

* In this scenario, the County will receive 100% of their portion (including Library) for the 23 year County tax increment participation period. The pro rata split includes all of the increment of the remaining taxing entities.

[1] The RDA has agreed to fund the park improvements within the first 5 years of receiving tax increment, with the understanding that there may be an annual shortfall in tax increment revenues at the current projections. After the initial 5 years, the remaining tax increment will be used to repay this deficit, fund some costs of the O & M, and fund the projected deficit during the final 5 years of the tax increment period.

BK 10741 PG 8956

ATTACHMENT NO. 7

TAX INCREMENT DISTRIBUTION CHART

The Amended Distribution Plan indicating a private bond amount of $1.75 Million should be attached. Repayment of the bond will be only through net available tax increment as shown on the Amended Distribution Plan, and if such net available tax increment is not available there will be no repayment, whether or not verbiage to that effect is included in the Amended Distribution Plan.

ATTACHMENT NO. 8

SHARED PARKING PLAN

Canyon Centre Condominium Shared Parking Plan

Cottonwood Heights City, Utah

4-Dec-18

Contents:

Canyon Centre Condominium Shared Parking Plan

Cottonwood Heights City, Utah

4-Dec-18

Lot Two Parking Required (Standard)

Use	*Quantity*	*Peak Ratio*	*Required*
2A. Hotel	152	0.75	114
2C. Restaurant	5500	0.01	
2D. Retail	3300	0.005	17
2B. Office	65000	0.004	260
2E. Retail	3300	0.005	18
		Total	464
		Total Required	**464**

Lot Two Parking Provided

Land Use	*Qty*
Structure (Level P3)	55
Structure (Level P2)	145
Structure (Level P1)	217
Office 1 (surface)	17
Unrestricted surface stalls	
Retail (2 Units surface only)	37
Restaurant (surface only)	
Hotel (surface)	43
Total Parking Provided	**569**

417 Parking Structure stalls

Canyon Centre: Lot Two Shared Parking Analysis

	Weekday						Weekend and Holidays					
Year-Round Uses	Mon-Fri		Mon-Fri		Mon-Fri		Sat & Sun		Sat & Sun		Sat & Sun	
	8 am-6 pm		6 pm-12 am		12 am-8 am		6am-6 pm		6 pm-12 am		12 am-8 am	
Lot Two Parking Calculations Only												
Land Use	*Qty*	*%*	*Spaces*	*%*	*Spaces*	*%*	*Spaces*	*%*	*Spaces*	*%*	*Spaces*	*%*	*Spaces*
Hotel	114	71%	123	133%	152	133%	152	81%	123	133%	152	100%	152
Restaurant/Retail (surface stalls)	92	100%	92	100%	92	100%	92	100%	92	100%	92	100%	92
Office 1	260	105%	274	27%	72	27%	72	27%	72	27%	72	27%	72
Total	466		489		316		316		287		316		316
			Peak								*Peak*		
Public Parking Uses/Allocation:													
Non-exclusive stalls available to public		*0*		137		137		*202*		*173*		192	
Dedicated canyon recreation garage stalls (24/7)		80		80		80		80		80		80	
Parking stalls available to public in the time periods:		**80**		**217**		**217**		**282**		**253**		**0**	

Notes:

1) Eighty of the P1 parking stalls as shown on the Plan are dedicated for use by Canyon Recreationalist only (24/7).

2) Twenty Five of the the public P2 Stalls allocated for use on Weekends and Holidays (not including the 80 exclusive Hotel stalls) become available to the Hotel as defined in the Development Agreement from 6PM.

3) The hotel stall guests that are parked in one of the 25 P2 public stalls after 6PM shall be given lattitude to remain parked in those stalls beyond the 6AM time until the hotel checkout times on Weekends and Holidays.

4) No overnight canyon recreationalist or public parking is permitted from 12am-6am.

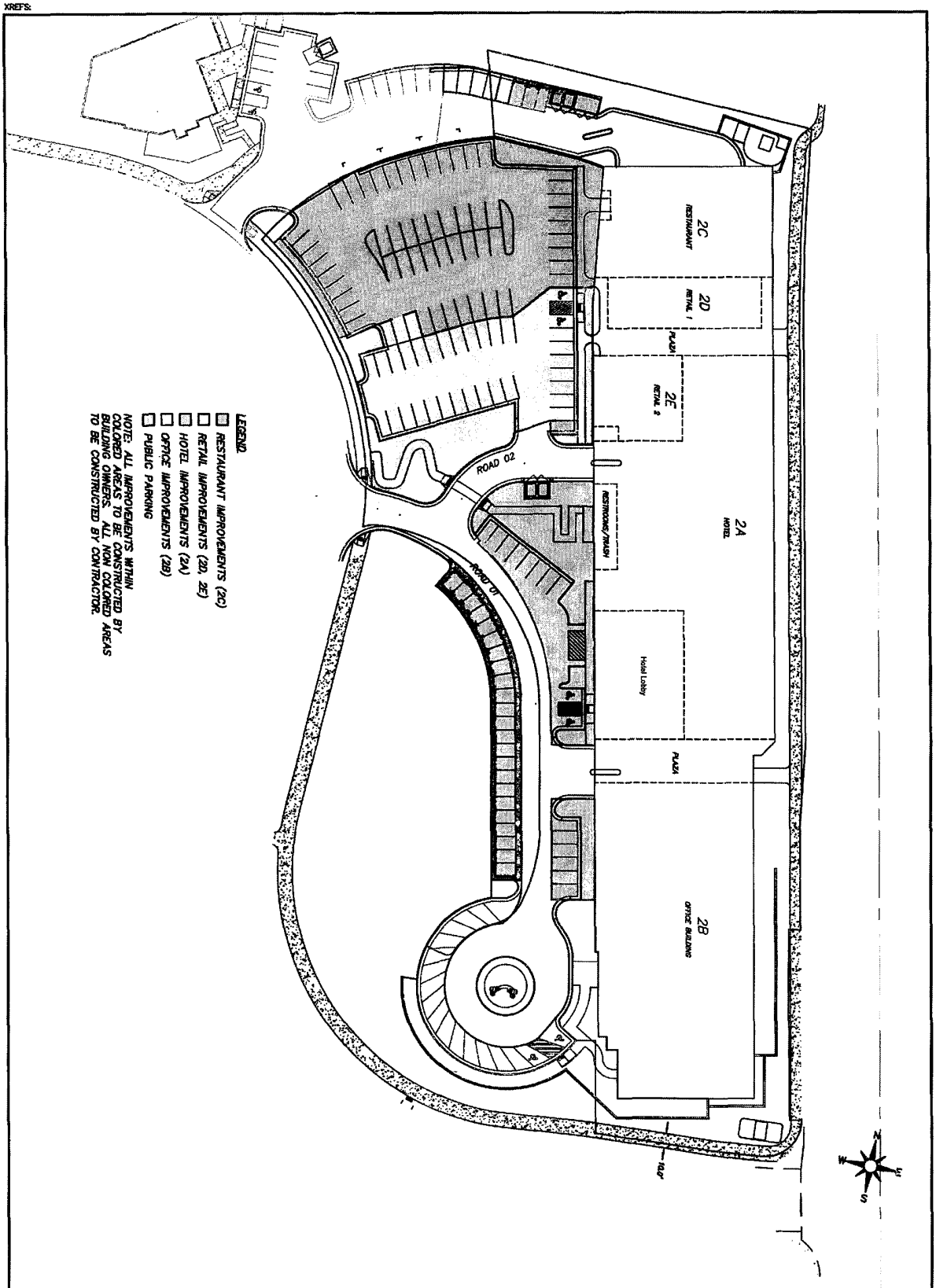
Canyon Centre Condominium Shared Parking Plan

Cottonwood Heights City, Utah

4-Dec-18

Site Plan Showing Surface Parking Rights and Notes

XREFS:



JOB NUMBER 0127

EXHIBIT

SHEET NUMBER

DATE: _____ TIME: _____
NETWORK: _____
PATH: _____
DWG NAME: _____
LAYOUT: _____
DESIGNER: _____ MGR: _____

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CANYON CENTER PHASE 1
PARKING EXHIBIT

PREPARED FOR: CHRIS McCANDLESS DATE SUBMITTED: 12/30/2017

Canyon Centre Condominium Shared Parking Plan

Cottonwood Heights City, Utah

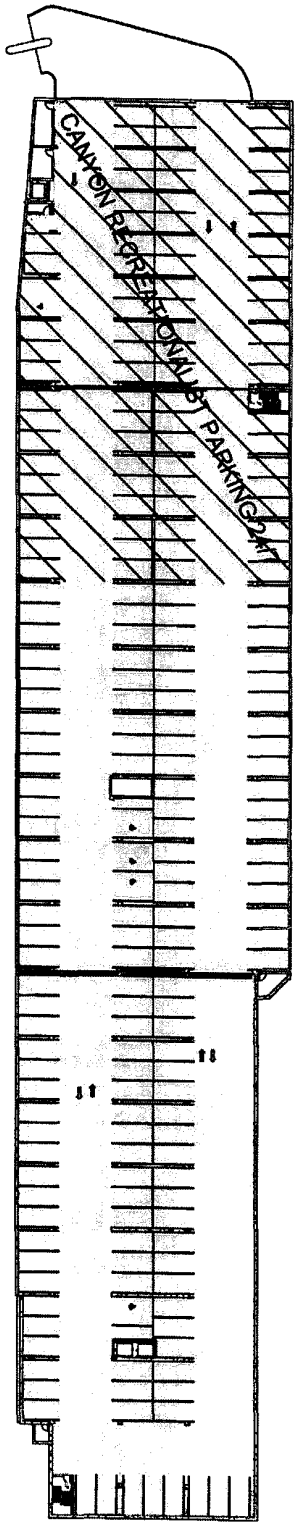
4-Dec-18

Weekend and Holiday Parking Stall Allocation

XREFS:

P1 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	0		
UNIT 2B - OFFICE	0		
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P1 PUBLIC STALLS	217		X



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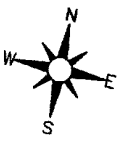

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DESIGNER: MGR:

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CANYON CENTRE CONDOMINIUM SHARED PARKING PLAN-WEEKEND & HOLIDAY

LEVEL P1 - PARKING STALL ALLOCATION - 6AM - 12AM

XREFS:

P2 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	80	X	
UNIT 2B - OFFICE	0		
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P2 PUBLIC STALLS	65		X

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JOB NUMBER 0127

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NETWORK: _____
PATH: _____
DWG NAME: _____
LAYOUT: _____
DESIGNER: _____ MGR: _____

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WEST JORDAN, UT 84088
WWW.PERIGEEUSA.COM

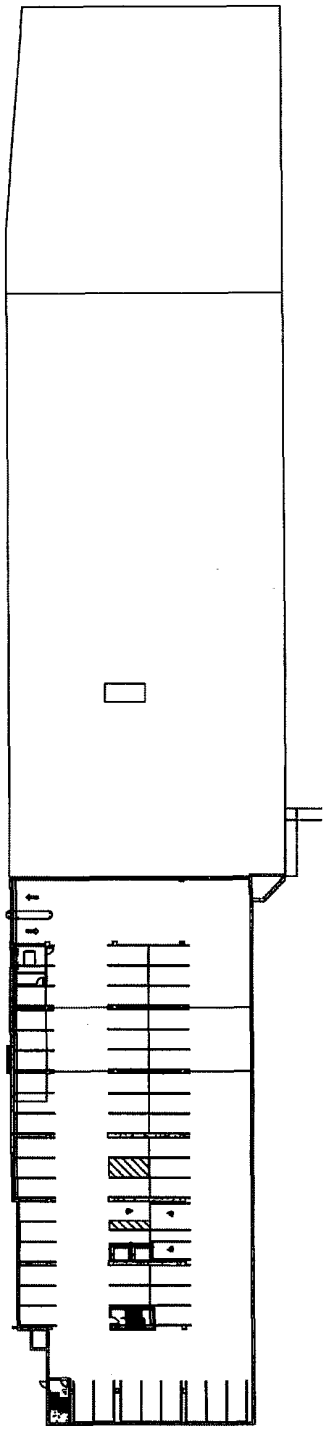
CANYON CENTRE CONDOMINIUM SHARED PARKING PLAN-WEEKEND & HOLIDAY

LEVEL P2 - PARKING STALL ALLOCATION - 6AM - 6PM

XREFS:

P3 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	0		
UNIT 2B - OFFICE	55	X	
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P2 PUBLIC STALLS	0		



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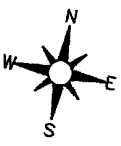

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DESIGNER: _____ MGR: _____

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CANYON CENTRE CONDOMINIUM SHARED PARKING PLAN-WEEKEND & HOLIDAY

LEVEL P3 - PARKING STALL ALLOCATION - 8AM - 6PM

Canyon Centre Condominium Shared Parking Plan

Cottonwood Heights City, Utah

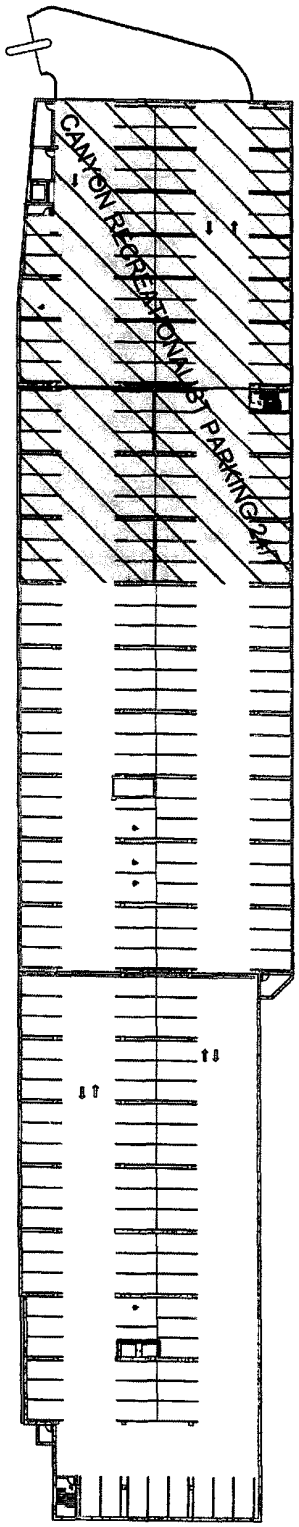
4-Dec-18

Weekday Parking Garage Stall Allocation

XREFS:

P1 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	0		
UNIT 2B - OFFICE	137		X
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P1 PUBLIC STALLS	80		X



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JOB NUMBER 00127

SHEET NUMBER

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NETWORK:
PATH:
DWG NAME:
LAYOUT:
DESIGNER: MGR:

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[redacted]

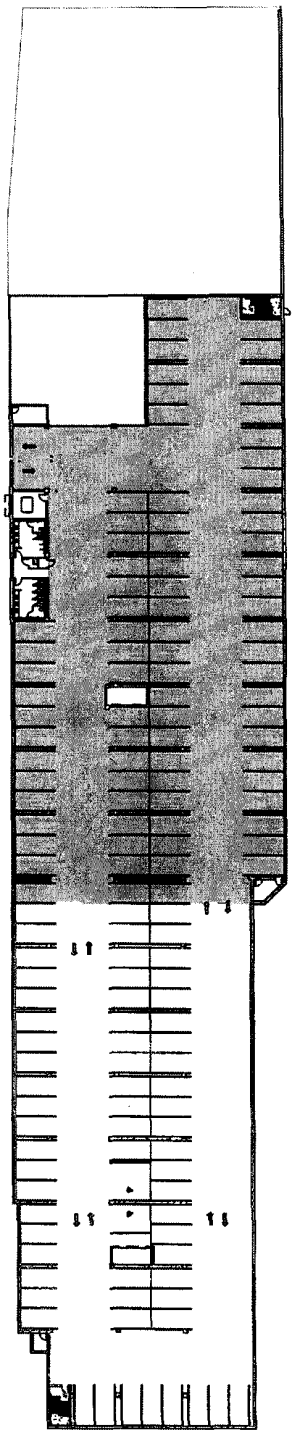
CANYON CENTRE CONDOMINIUM SHARED PARKING PLAN-WEEKDAY

LEVEL P1 - PARKING STALL ALLOCATION - 8AM - 6PM

XREFS:

P2 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	80	X	
UNIT 2B - OFFICE	65		X
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P2 PUBLIC STALLS	0		



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N W E S

JOB NUMBER 00127

SHEET NUMBER

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NETWORK: _____
PATH: _____
DWG NAME: _____
LAYOUT: _____
DESIGNER: _____ MGR: _____

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[redacted]

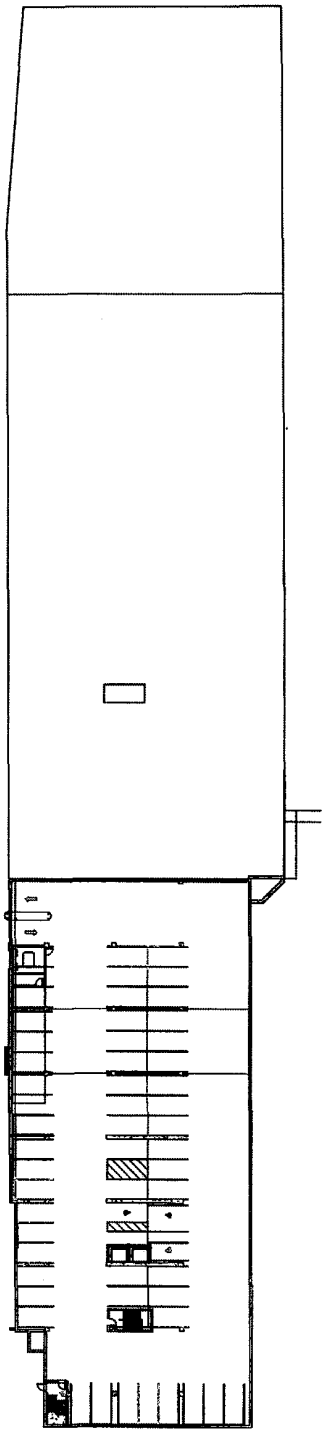
CANYON CENTRE CONDOMINIUM SHARED PARKING PLAN-WEEKDAY

LEVEL P2 - PARKING STALL ALLOCATION - 8AM - 6PM

XREFS:

P3 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	0		
UNIT 2B - OFFICE	55	X	
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P2 PUBLIC STALLS	0		



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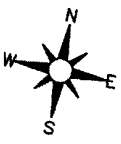


JOB NUMBER 00127

SHEET NUMBER

DATE: _____ TIME: _____
NETWORK: _____
PATH: _____
DWG NAME: _____
LAYOUT: _____
DESIGNER: _____ MGR: _____

PERIGEE CONSULTING
CIVIL • STRUCTURAL • SURVEY

CANYON CENTRE CONDOMINIUM SHARED PARKING PLAN-WEEKDAY

LEVEL P3 - PARKING STALL ALLOCATION - 8AM - 6PM

Canyon Centre Condominium Shared Parking Plan

Cottonwood Heights City, Utah

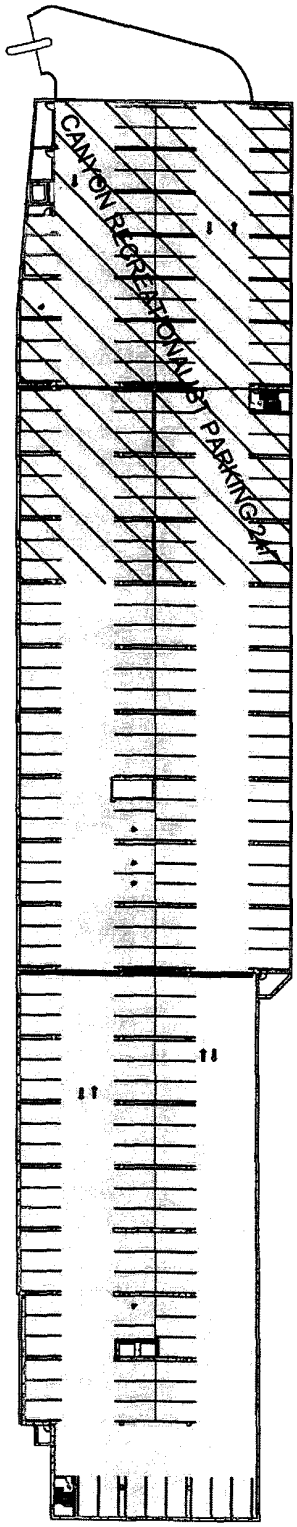
4-Dec-18

Weekday Evening Parking Garage Stall Allocation

XREFS:

P1 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	0		
UNIT 2B - OFFICE	0		
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P1 PUBLIC STALLS	217		X



SCALE 1"=50'

N W E S

JOB NUMBER 00127	SHEET NUMBER	DATE: TIME: NETWORK: PATH: DWG NAME: LAYOUT: DESIGNER: MGR:	PERIGEE CONSULTING CIVIL • STRUCTURAL • SURVEY

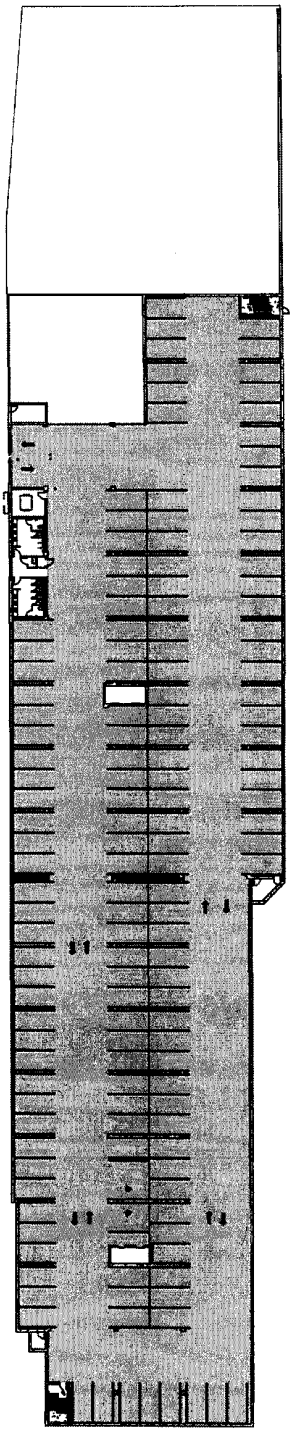
CANYON CENTRE CONDOMINIUM SHARED PARKING PLAN-WEEKDAY EVENING

LEVEL P1 - PARKING STALL ALLOCATION - 6PM - 8AM

XREFS:

P2 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	145	X	
UNIT 2B - OFFICE	0		
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P2 PUBLIC STALLS	0		



SCALE 1"=50'

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JOB NUMBER 00127

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DWG NAME: _____
LAYOUT: _____
DESIGNER: _____ MGR: _____

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[redacted]

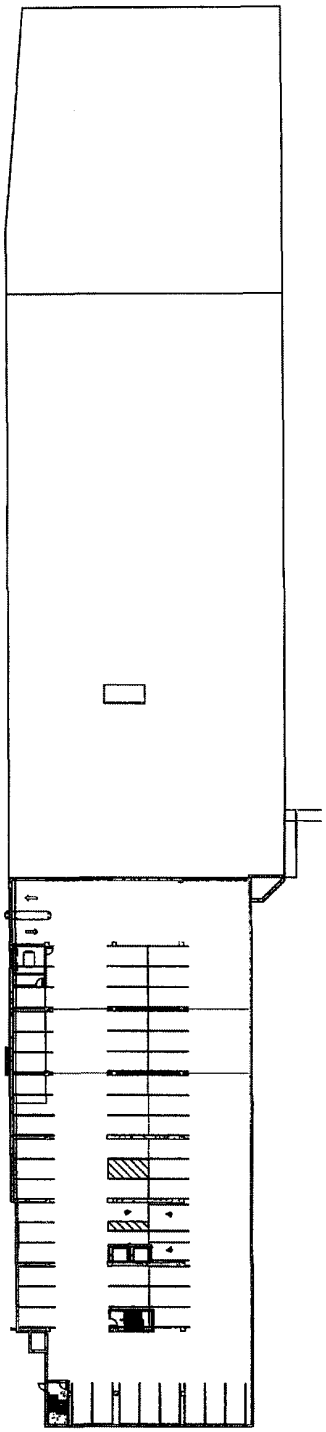
CANYON CENTRE CONDOMINIUM SHARED PARKING PLAN-WEEKDAY EVENING

LEVEL P2 - PARKING STALL ALLOCATION - 6PM - 8AM

XREFS:

P3 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	0		
UNIT 2B - OFFICE	55	X	
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P2 PUBLIC STALLS	0		



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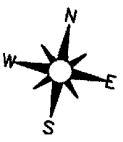

JOB NUMBER 00727

SHEET NUMBER

DATE: _____ TIME: _____
NETWORK: _____
PATH: _____
DWG NAME: _____
LAYOUT: _____
DESIGNER: _____ MGR: _____

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CANYON CENTRE CONDOMINIUM SHARED PARKING PLAN-WEEKDAY EVENING

LEVEL P3 - PARKING STALL ALLOCATION - 6PM - 8AM

Canyon Centre Condominium Shared Parking Plan

Cottonwood Heights City, Utah

4-Dec-18

Weekend Evening Parking Garage Stall Allocation

(Affects Level P2 only)

XREFS:

P2 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	105	X	
UNIT 2B - OFFICE	0		
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P2 PUBLIC STALLS	40		

SCALE 1"=50'

JOB NUMBER 0027

SHEET NUMBER

DATE: _____ TIME: _____
NETWORK: _____
PATH: _____
DWG NAME: _____
LAYOUT: _____
DESIGNER: _____ MGR: _____

PERIGEE CONSULTING
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9035 SOUTH 1300 WEST, SUITE 210
801.255.0994 TEL 801.255.7311 FAX

WEST JORDAN, UT 84088
WWW.PERIGEEUT.COM

CANYON CENTRE CONDOMINIUM SHARED PARKING PLAN-WEEKEND EVENING

LEVEL P2 - PARKING STALL ALLOCATION - 6PM - 6AM

ATTACHMENT NO. 9
CONDOMINIUM DECLARATION

When Recorded Return to:
Diane H. Banks
FABIAN VANCOTT
215 South State Street, Suite 1200
Salt Lake City, Utah 84111

DECLARATION OF CONDOMINIUM

FOR

CANYON CENTRE CONDOMINIUMS

(AMENDING LOT 2 OF CANYON CENTRE)

December 24, 2018

TABLE OF CONTENTS OF CONDOMINIUM DECLARATION

DECLARATION OF CONDOMINIUM
FOR
CANYON CENTRE CONDOMINIUMS
(AMENDING LOT 2 OF CANYON CENTRE)

THIS DECLARATION OF CONDOMINIUM FOR CANYON CENTRE CONDOMINIUMS (Amending Lot 2 of Canyon Centre) is executed this 24th day of December 2018 by CANYON CENTRE CAPITAL, LLC, a Utah limited liability company (**"Declarant"**.)

RECITALS

A. Capitalized terms used in this Condominium Declaration without further definition are defined in Article I.

B. Declarant is the owner of a certain parcel of real property known as Lot 2 of the Canyon Centre Subdivision located in the city of Cottonwood Heights, Salt Lake County, Utah, more particularly described in **"Attachment 1"**, attached hereto (the **"Condominium Property"**) upon which Declarant intends to develop an integrated retail, commercial and hotel project (the **"Condominium Project"**). It is intended that ownership of the various Units described in this Condominium Declaration will be in fee simple.

C. By this Condominium Declaration, Declarant intends to establish a common scheme and plan for the possession, use, enjoyment, repair, maintenance, restoration, and improvement of the Condominium Property and the interests therein conveyed, and to establish thereon a planned commercial unit development in accordance with the terms hereof. Upon filing, the Condominium Property shall be subject to the Utah Condominium Ownership Act, Utah Code Ann. Section 57-8-1 *et seq.*

NOW, THEREFORE, Declarant does hereby declare that the Condominium Property shall be held, sold, conveyed, transferred, leased, subleased, encumbered, used, and occupied subject to this Condominium Declaration and its covenants, restrictions, limitations, and conditions, all of which shall constitute covenants that run with the land and shall be binding on and be for the benefit of the Declarant, its successors and assigns and all parties having or acquiring any right, title or interest in and to all or any portion of the Condominium Project and their respective heirs, successors and assigns of such parties.

ARTICLE I
DEFINITIONS

When used in this Condominium Declaration (including the **"Recitals"** set forth above), the following terms shall have the meanings indicated.

1. **Defined Terms**. Unless the context clearly indicates otherwise, certain terms used in this Condominium Declaration shall have the meanings set forth in this Article I, and the masculine, feminine and neuter genders and the singular and the plural shall be deemed to include one another, as appropriate.

"Act" shall mean the Utah Condominium Ownership Act, codified beginning at Section 57-8-1, Utah Code Annotated, pertaining to the creation, ownership, and management of a condominium project in the State of Utah.

"Allocated Interest" shall mean the undivided interest (expressed as a percentage in Attachment 3 to this Condominium Declaration) in the Common Area, the Common Expense liability, and votes in the Condominium Association allocated to each Unit.

"Articles" shall mean the Articles of Incorporation prepared and filed for the formation of the Condominium Association in accordance with the requirements of applicable laws and regulations of the State of Utah.

"Assessments" shall mean any charge imposed or levied by the Condominium Association against Owners including but not limited to those related to General Assessments including Common Expenses, Supplemental Assessments and Reimbursement Assessments.

"Board of Directors" or "Board" shall mean and refer to the governing board of the Condominium Association, which Board shall have all powers and authority of, and shall act as, the "management committee" of the Condominium Association as defined in Section 57-8-3 of the Condominium Association Act, and which Board shall be appointed or elected in accordance with this Condominium Declaration, the Articles and the Bylaws.

"Bridge Easement" shall mean an easement that may be granted by the Condominium Association for the support of a bridge over Wasatch Boulevard to be constructed by the Utah Department of Transportation (the "**Bridge**"). The Condominium Association shall have discretion to negotiate the terms of such easement for the benefit of the Condominium Project and the Owners.

"Bylaws" shall mean and refer to the Bylaws of the Condominium Association, attached hereto as **"Attachment 2"**, as they are amended from time to time.

"Canyon Centre Project" shall mean the Canyon Center mixed use project that is the subject of the Master Declaration.

"Capital Improvement" shall mean any (a) substantial discretionary addition of a permanent structural improvement; (b) voluntary significant upgrade in building or structural materials; or (c) discretionary material alterations to the appearance of the Condominium Project. The term shall not include routine maintenance and replacement of Condominium Project elements.

"CHCDRA" shall mean and refer to the Cottonwood Heights Community Development and Renewal Agency.

"City" shall mean and refer the city of Cottonwood Heights.

"Committee" shall have the meaning set forth in Section 2.6.3.

"Common Areas" shall mean and refer to the land within Lot 2 that is depicted on the Condominium Plat as Common Area, Limited Common Area, or Common Facilities subject to the rights (including the rights of the public pursuant to the Public Easement) and easements described in this Condominium Declaration. The Common Area does not include any parking stalls that are available for use by the general public and shall not include any parking stalls outside of the Condominium Project.

"Common Expense Fund" shall mean and refer to the fund created or to be created pursuant to the provisions of Article V of this Condominium Declaration and into which all monies of the Condominium Association shall be deposited. The Common Expense Fund may be separated into two accounts to allow for a separate reserve account to fund anticipated capital improvements.

"Common Expenses" shall mean and refer to those costs and expenses arising out of or connected with the maintenance, operation, repair and replacement of the Common Areas, Common Facilities within the Common Areas and operation of the Condominium Association, as described in Article V herein.

"Common Facilities" shall mean all improvements located upon the Common Areas, other than the Limited Common Areas, and shall expressly include the structural components of the Parking Structure such as the post tension slabs (excluding the surface of the Podium for all Units within the Parking Structure) and the restrooms, and closets constructed by Declarant, and shall also include, without limitation, ramps, sidewalks, curb, gutters, storm and surface waste water collection and drainage systems, asphalt paving, sprinkler and irrigation systems, landscaping, directional, traffic, identification and/or project signs used for the entire Condominium Project and not exclusively for any specific building or occupant, and safety, decorative or other lighting for parking and sidewalks, but excluding any exterior decorative or other lighting used to illuminate any building or parking areas related to such building and not contained within the Parking Structure. Common Facilities shall also include any and all equipment which shall be leased, owned or used by the Condominium Association in the ownership, operation and maintenance of the Condominium Project. Common Facilities shall expressly exclude elevators and related equipment.

"Condominium Association" shall refer to THE CANYON CENTRE CONDOMINIUM ASSOCIATION, the membership of which shall include each Owner of a Unit in the Condominium Project, as required by the Act. The Condominium Association shall be incorporated as a Utah nonprofit corporation or other legal entity at the discretion of the Board of Directors and may utilize such name that the Board of Directors shall select in any such corporation or organization.

"Condominium Declaration" shall mean and refer to this Declaration of Condominium for Canyon Centre, as the same may hereafter be modified, amended, and supplemented.

"Condominium Plat" shall mean the record of survey map of the Condominium Property submitted with respect to the Condominium Project recorded in the records of the County Recorder of Salt Lake County, Utah and all amendments thereto. "Condominium Plat" shall also refer to any additional plat that may be recorded with any Supplemental Condominium Declaration.

"Condominium Project" shall mean and refer to Lot 2 of the Canyon Centre Project subject to the Master Declaration, together with the all improvements to be located on the Condominium Property and the plan of development and ownership of the Condominium Property.

"Condominium Property" shall mean and refer to the entire tract of real property now or hereafter covered by the Condominium Plat. A description of the real property covered by the Condominium Plat on the effective date of this Condominium Declaration is set forth in Attachment 1 attached hereto.

"County" shall mean and refer to Salt Lake County.

"Declarant" shall mean and refer to Canyon Centre Capital, LLC, a Utah limited liability company.

"Default Rate" shall mean that rate of interest which shall be determined in accordance with the provisions of Section 5.2.16 and which shall be required to be paid in accordance with the provisions of this Declaration.

"Development Agreement" shall mean the "Development Agreement" covering the Canyon Centre Project between Declarant and the CHCDRA recorded on December __, 2018 as Entry No. _____, starting at Page _____ in Book _____, of the official records of the Salt Lake County Recorder.

"Eligible Mortgagee" shall mean and refer to a First Mortgagee that has requested notice of

certain matters from the Condominium Association in accordance with Section 1 of Article XI of this Condominium Declaration.

"Exclusive Public Stalls" shall mean 80 contiguous Public Stalls in the Parking Structure which are reserved for use by members of the general public who are then visiting Big Cottonwood Canyon or Little Cottonwood Canyon, or other Public Use jointly designated by CHCDRA and County, as described in the Public Easement. The Exclusive Public Stalls shall not be available for use by owners, tenants, occupants, customers, guests or invitees of any Unit except to the extent, and for the duration, that such persons are then visiting those canyons. To that end, signage stating "CANYON PARKING ONLY. No Office/Hotel Parking," or other verbiage specified by CHCDRA or County, shall be placed by each of the Exclusive Public Stalls to clarify that such stalls may not be used by employees, customers or other users of the Office Unit or the Hotel Unit. Such signage, its size, color, letter font and placement shall be subject to the prior reasonable approval of CHCDRA and County.

"First Mortgage" shall mean any Mortgage that is not subject to any lien or encumbrance except liens for taxes or other liens that are given priority by statute.

"First Mortgagee" means any person named as a Mortgagee under a First Mortgage, or any successor to the interest of any such person under a First Mortgage.

"General Assessment" shall mean the share of the Common Expenses which are to be paid by each Owner pursuant to Section 5.2 hereof.

"Governing Documents" shall mean this Condominium Declaration, the Articles and Bylaws of the Condominium Association, any rules and regulations adopted pursuant to this Condominium Declaration, and the Master Parking Agreement.

"Hotel Stalls" shall mean the parking stalls within the Hotel Unit, which stalls are subject to the Master Parking Agreement, the Public Easement and the Office Easement and the rights and obligations set forth therein and are therefore available to the Hotel Unit as set forth in the Shared Parking Plan attached hereto as Attachment 4.

"Hotel Unit" shall mean the Unit indicated as Unit 2A and 2A-2 (called Parking Level P2) on the Condominium Plat, which shall include the surface of the Podium above the Parking Structure on which the Hotel will be constructed, together with the ownership and limited use of Parking Level P2 including approximately One Hundred Forty Five (145) parking stalls in the Parking Structure, some of which are subject to the Public Easement or the Office Easement as more particularly set forth in the Shared Parking Plan, together with and subject to any reciprocal easement for parking stalls within the Parking Structure.

"Interest Rate" shall mean that rate of interest which shall be determined in accordance with the provisions of Section 5.2.16 and which shall be required to be paid in accordance with the provisions of this Declaration.

"Limited Common Area" means those areas depicted on the Condominium Plat as Limited Common Areas and will include the surface parking stalls and plazas related to a specific Condominium Unit, and the specific Condominium Unit Owner will have the exclusive use of such surface parking stalls and plazas subject to Section 4.1. All costs related to maintenance and operation of such Limited Common Areas will be passed through by the Condominium Association to the Unit to which each Limited Common Area pertains and will not be charged to any other Condominium Unit.

"Manager" shall mean and refer to the person, firm, or company, if any, designated from time to time by the Condominium Association to manage, in whole or in part, the affairs of the Condominium

Association and Condominium Project.

"Master Declaration" shall mean that certain Master Declaration of Covenants, Conditions and Restrictions for Canyon Centre recorded April 20, 2015 as Entry No. 12033926 in Book 10316 at Page 3767, as amended by that certain First Amendment to Master Declaration recorded December __, 2018 as Entry No. _____ in Book ____ at Page ____, and as such declaration may hereafter be supplemented or amended.

"Master Parking Agreement" shall mean and refer to that certain Master Parking Agreement executed contemporaneously herewith and pursuant to which the Parking Structure is managed and operated by a Committee established by the Condominium Association.

"Member" shall mean and refer to every person who holds membership in the Condominium Association.

"Mortgage" shall mean any mortgage, deed of trust, or other document pledging any portion of a Unit or interest therein as security for the payment of a debt or obligation.

"Mortgagee" shall mean a beneficiary of a Mortgage as well as a named Mortgagee.

"Nonexclusive Public Stalls" has the meaning set forth in the Public Easement.

"Office Easement" shall mean and refer to the Office Easement granted by the Hotel Unit in favor of the Office Unit, pursuant to which the Office Unit will have the rights set forth therein for use of certain parking stalls within the Hotel Unit as set forth in the Shared Parking Plan attached hereto as Attachment 4.

"Office Stalls" shall mean those parking stalls within the Office Unit, which stalls are subject to the Master Parking Agreement, the Public Easement and the rights and obligations set forth therein, together with those parking stalls within the Hotel Unit that are subject to the Office Easement, as set forth in the Shared Parking Plan attached hereto as Attachment 4.

"Office Unit" shall mean the Unit indicated as Unit 2B, 2B-1 (called Parking Level 1 or Parking Level P1) and 2B-3 (called Parking Level 3 or Parking Level P3) on the Condominium Plat, which shall include the surface of the Podium above the Parking Structure on which the Office Building will be constructed, together with the ownership and right to use the Office Stalls, subject to and together with any reciprocal easement for parking stalls within the Parking Structure.

"Owner" shall mean the person or persons, including the Declarant, owning in fee simple a Unit in the Condominium Project, as such ownership is shown by the records of the County Recorder of Salt Lake County, State of Utah. The term "Owner" shall not refer to any Mortgagee (unless such Mortgagee has obtained title in fee simple to a Unit pursuant to a judicial or non-judicial action, including, without limitation, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure) or to any person or persons purchasing a Unit under contract (until such contract is fully performed and legal title conveyed of record).

"Park" shall mean the Park indicated on the Master Plan (as defined in the Development Agreement) and contained within Lot 1 of the Canyon Centre Subdivision Plat and to be improved as set forth herein.

"Parking Assessments" shall mean any charge imposed or levied pursuant to the Master Parking Agreement as set forth therein.

"Parking Expenses" shall mean and refer to those costs and expenses arising out of or connected with the maintenance, operation, repair and replacement of the Parking Structure pursuant to the Master Parking Agreement.

"Parking Structure" shall mean the Parking Structure to be constructed within the Condominium Project by Declarant and to be owned, operated, maintained and used as set forth herein and in the Master Parking Agreement. The Parking Structure includes the foundations, walls, decks, supporting columns and other load-bearing components, stairs, electrical stair systems, if any, restroom facilities, any utility system (including, without limitation, HVAC, electrical or plumbing systems), striping, fire sprinkler systems, and closets, mechanical shafts and exhaust systems constructed by Declarant and any and all other aspects or components now or hereafter constructed or located within the Parking Structure or within the Podium by Declarant, but expressly excludes the portions of the Podium included within the Condominium Units or as shown on the Condominium Plat. The Parking Structure levels may be referred to herein as Parking Level 1, or P1, meaning the lower level of the Parking Structure; Parking Level 2, or P2, meaning the middle level of the Parking Structure; and Parking Level 3, or P3, meaning the top level of the Parking Structure.

"Person" shall include any entity, as applicable.

"Podium" means the top most portions of the Parking Structure that serve as the foundation of all of the Condominium Units (other than Units 2A-2, 2B-1 and 2B-3) as depicted on the Condominium Plat The only physical part of the Parking Structure included in the Condominium Units is the portion of the Podium, if any, that is the surface of the footprint of the specific Unit. Costs related to the repair and maintenance of the Parking Structure are as set forth in the Master Parking Agreement. Except for Units 2A-2, 2B-1, 2B-3 and 2E, the upper boundary of each Unit will include the air rights above such Unit. The upper boundary of Units 2A-2, 2B-1, 2B-3 and 2E is the Podium above such Unit.

"Public Easement" shall mean the Public Parking Easement Agreement recorded against the Parking Structure pursuant to Article XII, the form of which is attached hereto as Attachment 5, and the easements benefitting the public created thereunder. The holder of the Public Easement, in that capacity, is not an "Owner" for purposes of this Condominium Declaration.

"Public Stalls" shall mean the 80 Exclusive Public Stalls and the 137-202 (the specific number depending on the particular Public Use Time as described in the Public Easement) Nonexclusive Public Stalls in the Parking Structure which are subject to the Public Easement, as more particularly described in the Development Agreement and the Public Easement and as depicted on the Shared Parking Plan.

"Public Use" has the meaning set forth in the Public Easement. All Public Use of the Public Stalls will be subject to Parking Fees.

"Reimbursement Assessment" shall have the meaning set forth in Section 5.2.8.

"Reserve Analysis" shall mean an analysis to determine (a) the need for a reserve fund to accumulate funds to cover the cost of repairing, replacing, and restoring Common Area that has a useful life of three years or more, but excluding any cost that can reasonably be funded from the general budget or other funds of the Condominium Association; and (b) the appropriate amount of any reserve fund.

"Reference Rate" shall have the meaning set forth in Section 5.2.16.

"Restaurant Unit" shall mean the Unit indicated as Unit 2C on the Condominium Plat and will include the surface of the Podium on which the Restaurant is constructed.

"Restaurant/Retail Units" shall mean collectively the Restaurant Unit and the Retail Units on the Condominium Plat.

"Retail Units" shall mean the Units indicated as Unit 2D and 2E on the Condominium Plat and will include the surface of the Podium on which the improvements for such Unit are constructed.

"Rules and Regulations" shall mean standards for the occupancy and use of the Common Areas and other portions of the Condominium Project and other matters related to the administration and management of the Condominium Project or Parking Structure which may be adopted and amended from time to time in accordance with the provisions of this Condominium Declaration.

"Shared Parking Plan" shall have the meaning set forth in Section 4.6.2 and is attached hereto as Attachment 4.

"Supplemental Assessment" shall have the meaning set forth in Section 5.2.7.

"Terms and Conditions" shall mean any one or all of the terms, covenants, rights, obligations, and restrictions set forth in the Governing Documents.

"Unit" shall mean and refer to any of the separately numbered and individually described units now or hereafter shown on the Condominium Plat. Except where the context specifically otherwise requires, reference to a Unit shall include reference to the Allocated Interest in the Common Area appurtenant to such Unit.

"Unit Business Sign" shall have the meaning set forth in Section 10.10.2.

ARTICLE II
CONDOMINIUM PROJECT

2.1 **Location.** The Condominium Property associated with the Condominium Project, which is and shall be held, transferred, sold, conveyed, and occupied subject to the provisions, easements, and restrictions of this Condominium Declaration and the Condominium Plat, consists of the real property situated in Salt Lake County, State of Utah and described in Attachment 1 attached hereto.

2.2 **Description of Condominium Project.** The Condominium Project contains five (5) primary Units, three (3) sub-Units providing associated parking areas, and certain Common Areas. The designation, location, description of boundaries, and area in square feet of each Unit are shown on the Condominium Plat and the attached **"Attachment 1"**.

2.2.1 Unit 2A and 2A-2 comprise the Hotel Unit. The hotel to be constructed on the Hotel Unit (the **"Hotel"**) will contain four (4) levels, one (1) of which is below existing street grade. The Unit will also include Level P2 (also known as Parking Level 2) of the Parking Structure. The foundation for the Hotel will be a portion of the middle level of the Parking Structure and support as necessary above Unit 2E. The Hotel building will include a minimum of 125 hotel rooms and will be constructed primarily of concrete, stucco veneer, membrane roof, with interior walls of wood studs, plywood, and dry wall plaster, as well as other materials approved by the design review committee and applicable governmental entity. The Hotel Unit will also include any plaza fronting the Hotel (but excluding the Park) and surface parking stalls as Limited Common Area, all as depicted on the Condominium Plat or in the Shared Parking Plan.

2.2.2 Unit 2B, 2B-1 and 2B-3 comprise the Office Unit. The office building to be constructed on the Office Unit (the "**Office Building**") will contain four (4) levels above the deck of the Parking Structure and 65,000 square feet of rentable office space. The Unit will also include Levels P1 and P3 of the Parking Structure, together with the Office Easement. The foundation for the Office Building will be a portion or all of the upper deck of the Parking Structure as depicted on the Condominium Plat. The Office Building will be constructed primarily of concrete, stucco veneer, membrane roof, with interior walls of wood studs, plywood, and dry wall plaster, as well as other materials approved by the applicable design review committee(s) and applicable governmental entities. The office building will also include any plaza fronting the Office and surface parking stalls as Limited Common Area as depicted on the Condominium Plat or in the Shared Parking Plan.

2.2.3 Unit 2C is the Restaurant Unit. The restaurant building to be constructed on the Restaurant Unit (the "**Restaurant Building**") will be limited to two levels in height. The foundation for the Restaurant Building will be a portion of the lower level of the Parking Structure. The Restaurant Building will be constructed primarily of concrete, stucco veneer, membrane roof, with interim walls of wood studs, plywood and drywall plaster, as well as other materials approved by the design review committee and applicable governmental entity. The Restaurant Unit will include a minimum of 45 surface parking stalls as Limited Common Area as depicted on the Condominium Plat.

2.2.4 Unit 2D is a Retail Unit. The retail building to be constructed on this Retail Unit (the "**Unit 2D Building**") will be limited to two levels in height. The foundation for the Unit 2D Building will be a portion of the lower level of the Parking Structure. The Unit 2D Building will be constructed primarily of concrete, stucco veneer, membrane roof, with interim walls of wood studs, plywood and drywall plaster, as well as other materials approved by the design review committee and applicable governmental entity. Unit 2D will include a minimum of 15 surface parking stalls as Limited Common Area as depicted on the Condominium Plat.

2.2.5 Unit 2E is also a Retail Unit. The retail building to be constructed on this Retail Unit ("the **Unit 2E Building**") will be limited to one level in height as depicted on the Condominium Plat. The foundation for the Unit 2E Building will be a portion of the surface of the lower level of the Parking Structure. The Unit 2E Building will be constructed primarily of concrete, stucco veneer, membrane roof, with interim walls of wood studs, plywood and drywall plaster, as well as other materials approved by the design review committee and applicable governmental entity. Unit 2E will include a minimum of 15 surface parking stalls as Limited Common Area as depicted on the Condominium Plat.

2.3 **Name of Condominium Project and Relationship to Master Association.** The Condominium Project shall be named, identified, and known as CANYON CENTRE CONDOMINIUMS, unless otherwise changed as provided for in this Condominium Declaration. The Canyon Centre Project includes not only the Condominium Project but also all of the land subject to the Master Declaration (defined in the Master Declaration). Each Owner of a Unit shall be a Member of the Master Association on the terms set forth in the Master Declaration and shall also be a Member of the Condominium Association.

2.4 **Binding Effect of Governing Documents.** The Condominium Project and all of the Units shall be held, transferred, mortgaged, encumbered, occupied, used, and improved subject to the Terms and Conditions, which Terms and Conditions shall, to the extent they are included in recorded documents, constitute equitable servitudes and covenants and conditions running with the land and shall be binding upon and inure to the benefit of the Condominium Association, the Declarant, and each Owner, including their respective heirs, executors, administrators, personal representatives, successors and assigns. By acquiring any interest in a Unit such Owner consents to, and agrees to be bound by, each and every Term and Condition in the Governing Documents.

2.5 **Agent for Service of Process.** The initial Registered Agent for the Condominium Association shall be CW Management Corporation, c/o Chris McCandless, President, 9071 South 1300 West, Suite 100, West Jordan, Utah 84088 who shall receive service of process for the Condominium Project pursuant to Section 57-8-10(2)(d)(iii) of the Act, until such time as the Board of Directors shall duly appoint a new agent. The Board of Directors may execute and record a Supplemental Condominium Declaration solely for the purpose of changing the Agent for Service of Process at any time and without satisfying any procedure otherwise required for a Supplemental Condominium Declaration.

2.6 **Description of Units.** Each Unit and its boundaries are identified on the Condominium Plat by a distinct Unit number.

2.6.1 Each Unit consists generally of all space, improvements and structures on or within the boundary of the Unit, including with respect to Units 2A, 2B, 2C, 2D, and 2E but not limited to, all buildings and improvements (including the surface of the Podium on which such structure(s) are built and certain Parking Levels with respect to Units 2A and 2B) and including the air rights above the Unit except for Units 2E and 2B-1, 2B-3 and 2A-2. Except with respect to the Podium, the Units shall extend to the center of the foundation, ceiling or floor shared with or abutting another Unit, which center shall form the boundary of the Units sharing that element. Any structure that extends beyond the vertical plane of the ground level boundary of the Unit is part of the Unit if it is attached to or part of a Unit.

2.6.2 Except for Common Facilities, all pipes, wires, conduits, chutes, flues, ducts, shafts, public utility, water or sewer lines, or any other similar fixtures lying inside the designated boundaries of a Unit and serving only that Unit shall be part of the Unit.

2.6.3 The Parking Structure shall contain three levels. Access to the Parking Structure shall be controlled by gates, magnetic cards, parking cards or some other method of secured access as approved by the Parking Management Committee created under the Parking Management Agreement for the purpose of administering that agreement (the **"Committee"**). The Committee shall, subject to further direction by the Board, maintain the Parking Structure pursuant to the Parking Management Agreement including operation, maintenance, repair and replacement of all aspects and components of the Parking Structure, and fund Capital Improvements to the Parking Structure as set forth in the Parking Management Agreement.

2.7 **Condominium Plat.** The Condominium Plat and all dimensions, descriptions, and identification of boundaries therein are hereby incorporated into and made a part of this Condominium Declaration. If any conflict exists between the Condominium Plat and this Condominium Declaration, this Condominium Declaration shall control.

ARTICLE III
THE ASSOCIATION

3.1 **Membership.** Each Owner shall be entitled and required to be a Member of the Condominium Association. Membership will begin immediately and automatically upon becoming an Owner and shall terminate immediately and automatically upon ceasing to be an Owner. If title to a Unit is held by more than one person, the membership appurtenant to that Unit shall be shared by all such persons in the same proportionate interest and by the same type of tenancy in which title to the Unit is held. An Owner shall be entitled to one membership for each Unit owned by him and membership in the Condominium Association may not be transferred except in connection with the transfer of a Unit. Each membership shall be appurtenant to the Unit to which it relates and shall be transferred automatically by conveyance of that Unit. Ownership of a Unit within the Condominium Project cannot be separated from membership in the Condominium Association appurtenant thereto, and any device, encumbrance, conveyance, or other disposition of such Unit shall automatically constitute a device, encumbrance,

conveyance, or other disposition of the Owner's membership in the Condominium Association and rights appurtenant thereto. No person or entity other than an Owner may be a Member of the Condominium Association. The Condominium Association shall make available to the Owners, Mortgagees and the holders, insurers, and guarantors of the First Mortgage on any Unit current copies of the Governing Documents and other books, records, and financial statements of the Condominium Association. The term "available" as used in this Section 3.1 shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances.

3.2 **Legal Organization.** The Condominium Association may be organized as a non-profit corporation under Utah law. If the legal entity should ever expire or be dissolved for any reason as required or permitted by law, in any reorganization or reinstatement of the entity, the Condominium Association shall, to the extent possible and subject to any then-existing legal requirements, adopt documents with terms substantially similar to the documents related to the expired or dissolved entity.

3.3 **Registration with the State.** In compliance with Utah Code Ann. § 57-8-13.1, the Condominium Association shall be registered with the Utah Department of Commerce and shall update its registration with any changes to (a) the name of address of the Condominium Association; (b) the name, address, telephone number, and email address of the president of the Condominium Association; (c) the name and address of each Director; and (d) the name, address, telephone number, and email or facsimile number of a primary contact person who has association payoff information that a closing agent needs in connection with the closing of a Unit Owner's financing, refinancing, or sale of the Owner's Unit.

3.4 **Board of Directors**. The governing body of the Condominium Association shall be the Board of Directors elected pursuant to the Bylaws. Unless expressly provided otherwise in the Bylaws, Declarant shall have the exclusive right to appoint and remove all such Directors, until such time as any Unit is sold, at which time Declarant's voting rights shall be reduced proportionately. Notwithstanding the foregoing, the affirmative vote of each affected Unit Owner is required to change the boundary of any Unit or change the voting rights set forth herein.

3.5 **Allocated Interest and Voting.** Each Member shall be entitled to the Allocated Interest in the Condominium Association and number of votes appurtenant to his or her Unit, as set forth on Attachment 3, which is attached hereto and incorporated herein by this reference. The number of votes appurtenant to each Unit has been based on the valuation of such Unit as reasonably determined by the Declarant. Accordingly, the Owner of each Unit shall be entitled to the number of votes shown on Attachment 3. In the event that there is more than one Owner of a particular Unit, the votes relating to such Unit shall be exercised as such Owners may determine among themselves. No Unit shall have more than the number of votes shown on Attachment 3, regardless of the number of persons having an ownership interest in the Unit. The votes cast at any Condominium Association meeting by any of such Owners, whether in person or by proxy, shall be conclusively presumed to be the votes attributable to the Unit concerned unless an objection is immediately made by another Owner of the same Unit. In the event that such an objection is made, the votes involved shall not be counted for any purpose whatsoever other than to determine whether a quorum exists. The Declarant shall have full voting rights with respect to each Unit that it owns.

3.6 **Professional Management.** The Condominium Association may carry out through the Manager those of its functions that are properly the subject of delegation. The Manager so engaged shall be an independent contractor and not an agent or employee of the Condominium Association, shall be responsible for managing the Condominium Project for the benefit of the Condominium Association and the Owners, and shall to the extent permitted by law and by the terms of the agreement with the Condominium Association, be authorized to perform any of the functions or acts required or permitted to be performed by the Condominium Association itself.

ARTICLE IV
PROPERTY RIGHTS IN COMMON AREAS AND UNITS

4.1 **General Easement of Enjoyment.** Declarant hereby reserves, for the benefit of each Owner, an undivided interest, right, and easement of use and enjoyment in and to the Common Areas and a perpetual non-exclusive easement over and across the Limited Common Areas for the ingress and egress of pedestrian and vehicular traffic as limited or restricted herein. Declarant further reserves, for the benefit of the public, an easement for ingress and egress from the Public Stalls to and through all sidewalks and plazas for use of the restaurant and other facilities within the Project that are open to the public. Each Owner shall have an unrestricted right of ingress or egress to and from its Unit over and across all Common Areas. Each Owner shall also have the exclusive right, subject to any easements, to use and enjoy any Limited Common Areas that may be designated for exclusive use by such Owner on the Condominium Plat. Such rights and easements shall be appurtenant to and shall pass with title to each Unit and in no event shall be separated therefrom. Unless expressly limited herein, any Owner may delegate any right and easement of use and enjoyment described herein to any guest, tenant, lessee, contract purchaser, or other person who occupies or utilizes such Owner's Unit.

4.2 **Utility Easement.** Easements for installation and maintenance of utilities are reserved by Declarant and each Owner over the Common Areas, through Unit 2E for the benefit of Unit 2A subject to the limitations set forth herein, and beneath the Podium subject to the limitations set forth herein. Within these easements, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities. Easements for the installation, repair, and maintenance of utilities are also reserved by Declarant and the Condominium Association within the Parking Structure for the use and benefit of Declarant and the Condominium Association, and for the use and benefit by Owners as approved by Declarant or the Condominium Association, at their sole cost and expense. Any damage to a Unit or to the Parking Structure arising from such use by Declarant or the Condominium Association shall be promptly repaired by Declarant, the Condominium Association or Owner causing such damage, as applicable with respect to each Unit. It is contemplated that telephone, cable, fiber, gas, sanitary sewer, water, fire sprinkling systems, electricity, distributed antenna systems, code required utilities and other utilities may originate in one Unit and terminate in another Unit or part of the Common Areas within the Parking Structure, which is permitted; provided, however that the installation and presence of such utilities shall not impinge on the required drive clearances, as applicable. A right of access to all such utilities for the foregoing purposes is reserved to the Condominium Association and Owners and to all utility suppliers, with all such use at the sole cost and expense of the user. In the event the Owner of Unit 2A constructs a portion of its building above Unit 2E and utilizes the easement through 2E, such use shall not impair the use of or damage Unit 2E in any way.

4.3 **Easements for Encroachments.** In the event that the construction, reconstruction, repair, shifting, settlement, or any other movement of any portion of the improvements causes any part of a Unit built in substantial accord with the boundaries for such Unit as depicted on the Condominium Plat to encroach upon the Common Areas, or upon an adjoining Unit, or if any part of the Common Areas encroaches or shall encroach upon a Unit for any such reasons, an easement for such encroachment and for the maintenance of the same shall and does exist.

4.4 **Right of Entry.** The Board of Directors, Manager, or any other person authorized by the Board shall have the right to enter any Unit in the case of an emergency originating in or threatening such Unit or other Condominium Property, whether or not the Owner is present at the time. Such persons shall also have the right to enter any Unit for the purpose of performing installations, alterations, or repairs to any Common Area, and for the purpose of inspection to verify that the Unit Owner is complying with the Governing Documents, provided that requests for entry are made at least 48 hours in advance and efforts are made to schedule the inspection at a time convenient to the Owner.

4.5 **Limitation on Easement.** A Member's undivided interest, right, and easement of use and enjoyment concerning the Common Areas shall be subject to the following:

4.5.1 The right of the Condominium Association to suspend a Member's voting right in the Condominium Association for any period (a) during which an assessment on such Member's Unit remains unpaid; (b) not exceeding sixty (60) days for any infraction by such Member of the provisions of this Condominium Declaration or of any rule or regulation promulgated by the Condominium Association; and (c) for successive 60-day periods if any such infraction is not corrected during any prior 60-day suspension period;

4.5.2 The right of any governmental or quasi-governmental body having jurisdiction over the Condominium Property to access, and rights of ingress and egress over and across any street, parking area, walkway, or open area contained within the property for purposes of providing police and fire protection and other governmental or municipal service; and

4.5.3 Any easements or rights of way set forth or described herein (including, without limitation, the easement to be granted to County as described in Article XII below) or as a matter of public record as of the date of this Agreement.

4.6 **Parking Structure Easements.**

4.6.1 **Grant of Easement**. Pursuant to Section 57-8-6, Utah Code Annotated, the fee simple owner from time to time of any Unit, including stalls in the Parking Structure, is entitled to exclusive ownership and possession of such Unit but may, under Section 57-8-4, Utah Code Annotated, and other applicable law, grant leases, easements and other rights therein to third parties. Declarant, as owner of the Hotel Unit and Office Unit and on behalf of all future owners of such Units, hereby grants and conveys to the Condominium Association, and the Unit owners and users of the Park and the public, a perpetual non-exclusive easement over and across the Parking Structure through the entrances and exits as depicted on the Condominium Plat, and through the drive aisles within the Parking Structure for the ingress, egress, and regress of pedestrian and vehicular traffic in connection with use of the Parking Structure as permitted, limited or restricted herein, which easement shall benefit the Unit owners, the public (including the owner and users of the Park), and their successors, grantees, mortgagees, tenants, and subtenants, all persons who now own, hold or hereafter own or hold portions of, or interests in, real property within the Units, and the officers, directors, employees, customers, visitors, and other licensees and invitees of any of them. The scope, rights, obligations and other attributes of such Parking Structure easements are as described in this Section 4.6 and the Master Parking Agreement.

4.6.2 **Designation of Parking Stall Use**. The ownership and use of the parking stalls within the Parking Structure is set forth in the Shared Parking Plan attached hereto as **Attachment 4**, and is more particularly set forth in the Public Easement and the Master Parking Agreement. The number of Exclusive Public Stalls may not be reduced to less than 80 and the number of non-Exclusive Public Stalls may not be reduced to less than 137-202 (the specific number depending on the particular Public Use Time, as described in the Public Easement), but otherwise, the numbers of available parking stalls set forth in the Shared Parking Plan may be modified as a result of design, site, or other plan changes during the course of construction or use so long as the stalls required pursuant to the Public Easement are provided as specified in the Public Easement.

4.6.3 **Term of Easement**. The easements granted herein are perpetual and non-terminable for any reason.

4.7 **Podium.** The cost of reasonable repair and maintenance of the portion of the Podium within each Unit shall be the responsibility of the applicable Unit Owner. The repair, operation, maintenance and replacement of the Parking Structure which is not included within the Podium within a Unit is governed by the Master Parking Agreement. Notwithstanding any other provision of this Section, an Owner who, by his negligent or willful act, causes the Podium or Parking Structure to be damaged shall bear the entire cost of furnishing repairs to the Podium or Parking Structure, as applicable. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

4.8 **Form for Conveyancing.** Any deed, lease, mortgage, deed of trust, or other instrument conveying or encumbering title to a Unit may describe the interest or estate involved substantially as follows:

> Unit ____ of CANYON CENTRE CONDOMINIUMS, together with all improvements located thereon, as said Unit is identified in the Condominium Plat of said development and in the Declaration of Condominium for Canyon Centre Condominiums, both recorded in the Recorder's Office of Salt Lake County, State of Utah, TOGETHER WITH a right and easement of use and enjoyment in and to the Common Areas, including the Limited Common Areas, described, and as provided for, in said condominium declaration.

Whether or not the description employed in any such instrument is in the above specified form, however, all provisions of this Condominium Declaration shall be binding upon and shall inure to the benefit of any party who acquires any interest in a Unit.

ARTICLE V
ASSESSMENTS

5.1 **Agreement to Pay Assessments.** Each Owner of any Unit, by the acceptance of instruments of conveyance and transfer therefore, whether or not it be so expressed in said instruments, shall be deemed to covenant and agree with each other Owner and the Condominium Association to pay to the Condominium Association all of its allocated assessments made by the Condominium Association for the purposes provided in this Condominium Declaration. Such assessments shall be fixed, established, and collected from time to time as provided in this Article V, subject to the limitations in Article XII, below.

5.2 **Annual Assessments.** Annual assessments shall be computed and assessed against all Units in the Condominium Project as follows:

5.2.1 **Expenses.** Annual assessments shall be based upon advance estimates of the Condominium Association's cash requirements to provide for payment of all estimated Common Expenses. Common Expenses shall be those expenses that arise out of or are connected with the maintenance and operation of the Common Areas, the Common Facilities, and furnishing common utility services and other common items to the Common Areas (not including expenses related to the Limited Common Areas). Such estimated expenses may include, without limitation, the following: expenses of management; real property taxes and special assessments on the Common Areas (and the Units until the Units are separately assessed); premiums for all insurance that the Condominium Association is required or permitted to maintain hereunder; repairs, maintenance and cleaning of the Common Areas; wages of Condominium Association employees, including fees for a Manager; trash removal and utility charges, relating to the Common Areas; legal and accounting fees; any deficit remaining from a previous period; creation of an adequate reserve fund for maintenance repairs and replacement of those Common Areas that must be replaced on a periodic basis; and any other expenses and liabilities that may be incurred by

the Condominium Association for the benefit of the Owners under or by reason of this Condominium Declaration. Common Expenses will not include the Parking Expenses to be assessed and paid pursuant to the Master Parking Agreement. The aggregate of all such items shall constitute the Common Expense Fund.

5.2.2 **Apportionment of Expenses.** Subject to Article XII, Common Expenses shall be apportioned among and assessed to all Units and their Owners as set forth on Attachment 3 which is attached hereto and incorporated herein by this reference. The Declarant shall be liable for the amount of any assessments against Units owned by it.

5.2.3 **Annual Budget.** Common Expenses shall be determined on the basis of a calendar year beginning January 1 and ending December 31 next following; provided, however, that the first such year shall begin on the date that this Condominium Declaration is recorded and shall end December 31 of the following year. On or before November 1st of each year, the Board shall prepare and furnish to each Owner or cause to be prepared and furnished to each Owner an operating budget for the upcoming calendar year (the "**Annual Budget**"). The Annual Budget shall itemize for the applicable year the estimated Common Expenses, anticipated receipts, if any, and any estimated deficits or surpluses from the prior year. The Annual Budget shall serve as notice of and as the supporting document for the Assessments for the upcoming calendar year and as a guideline under which the Common Areas shall be operated during such year.

5.2.4 **Notice.** All Common Expenses shall be paid through an annual general assessment to all Owners. Each Owner's share of the total Common Expenses, as estimated by the Annual Budget, shall be a "General Assessment." Each respective share of a General Assessment shall be based on the Annual Budget determined in accordance with Sections 5.2.3 and 5.3. At the end of each calendar year, the Board shall determine the exact amount of the Common Expenses which have been incurred during that year, and shall charge or credit each Owner in the next assessment period for the difference between the actual Common Expenses incurred for the prior assessment period and the estimated expenses upon which such General Assessment was based. Within ninety (90) days of the close of each calendar year, each Owner shall be provided a copy of the operating statement of the Condominium Association for the preceding year. Such operating statement shall provide reasonable detail of the actual income and expenses of the Condominium Association for the applicable year.

5.2.5 **The General Assessment for each calendar year shall be due and payable on January 1 of such year.** Failure of the Board to give timely notice of any General Assessment by delivery of the Annual Budget as provided herein shall not be deemed a waiver or modification in any respect of the provisions of this Declaration or a release of any Owner from the obligation to pay such General Assessment (or any other Assessment); provided, however, the date on which payment shall become due in such case shall be deferred to a date thirty (30) days after written notice of such General Assessment shall have been given to the Owners.

5.2.6 **Payment**. All General Assessments shall be paid in full on or before January 1 of each year unless such payment schedule is modified by the Board. Any payment of any General Assessments which shall not have been received by the Board on or before the fifth day of any month in which it is due shall be assessed a late charge in an amount to be determined from time to time by the Board, but which shall not be in an amount in excess of five percent (5.0%) (or the maximum rate permitted by applicable law, whichever is lower) of the amount of the unpaid payment. In the event that any payment is not paid when due, then so long as the payment or payments shall remain delinquent, the unpaid balance of such General Assessment shall accrue interest at the Default Rate. Late charges and interest on any unpaid monthly installments of any General Assessments may be charged according to procedures established by the Board, regardless of whether any statements are sent. The Board shall have the right to establish a fee for costs and expenses incurred in maintaining records of the payments of

General Assessments, which fee shall be charged only to Owners who do not timely pay such General Assessments.

5.2.7 **Supplemental Assessments**. In addition to the General Assessment, the Board may upon the vote of the majority of the Board at a meeting called for the purpose of such vote, levy, in any year, one or more Supplemental Assessments applicable to that year only for the purpose of paying, in whole or in part, (a) the cost of any reconstruction, repair or replacement of a capital improvement upon the Common Areas and Common Facilities, (b) deficits created by non-payment of any Assessments by any Owner, (c) extraordinary costs and expenses which may be incurred in the maintenance required to be paid by the Owners, and (iv) other costs and expenses required to be paid by the Owners in accordance with the provisions of this Declaration (each, a **"Supplemental Assessment"**). At the time of the adoption of such Supplemental Assessment, the Board shall designate the time and the manner in which such Supplemental Assessment is to be paid by each Owner; provided, however, that the due date for payment of a Supplemental Assessment shall be at least thirty (30) days from the date that notice of the Board's approval of the Supplemental Assessment shall be given by the Board. Such Supplemental Assessment shall be apportioned to each Owner based on the Owner's Percentage. Any Supplemental Assessment which shall not be paid on or before the applicable due date shall accrue interest at the Default Rate on the unpaid balance thereof from the original date due until paid

5.2.8 **Reimbursement Assessment**. The Board may, subject to the provisions hereof, levy an Assessment against any Owner if the willful or negligent failure of such Owner to comply with the Governing Documents has resulted in the expenditure of funds by the Condominium Association to cause such compliance. Such Assessment shall be known as a Reimbursement Assessment and shall be levied only after written notice to the Owner. The amount of the Reimbursement Assessment shall be due and payable to the Condominium Association thirty (30) days after notice to the Owner of the decision of the Board that the Reimbursement Assessment is owing. Interest shall accrue on any Reimbursement Assessment at the Default Rate from the date of expenditure of funds by the Condominium Association until such amounts shall be repaid.

5.2.9 **Collection of Assessments**. The Board shall in its sole discretion, be entitled to establish such procedures for the collection of Assessments, including provisions for filing a lien against the Unit in the overdue amount as set forth in Section 5.2.12, late charges, interest on unpaid Assessments, and such other matters as the Condominium Association shall determine, and shall have any and all rights and remedies provided at law or in equity for the collection of debts, subject only to the any requirement of notice and hearing.

5.2.10 **Notice of Unpaid Assessment**. If any Assessment or any installment thereof is not paid within thirty (30) days after its due date, the Board may mail a notice of default to the applicable Owner. Such notice shall specify (a) that the applicable Assessment or installment thereof is late, (b) the action required to cure such default, including the specific amount required to be paid, including late charges, interest and costs of collection, if any, (c) a date not less than thirty (30) days from the date the notice is mailed by which such default must be cured, and (d) that a failure to cure the default on or before the date specified in the notice may result in the acceleration of the balance of the Assessment for the current year and the filing and foreclosure of a lien for the Assessment. If the default in the payment of the Assessment is not cured as specified in the notice, the Board, at its option, may declare all of the unpaid balance of the Assessment to be immediately due and payable without further notice or demand to the Owner and may enforce the collection of the full Assessment and all charges and interest thereon in any manner authorized by law or in this Declaration.

5.2.11 **Remedies to Enforce Assessments**. Each Assessment levied, together with accrued interest, late charges or other similar charges, shall be a separate, distinct and personal debt and obligation of the Owner against whom such Assessment is assessed. Suit to recover a money judgment

for such personal obligation shall be maintainable by the Condominium Association against such Owner without foreclosing or waiving the lien securing the same. Any and all rights and remedies shall be exercised in such manner, on one or more occasions and in such order as the Board shall elect, without waiver of any other right or remedy or lien provided in this Condominium Declaration or by law. Any failure of the Board to exercise any such right on one or more occasions shall not constitute a waiver of the right to so exercise such right in the future. In addition to the amount of the unpaid Assessment, an Owner shall be required to pay any and all costs and expenses which may be incurred by the Condominium Association in collection of such Assessment, including reasonable attorneys' fees and costs, whether or not litigation is commenced.

5.2.12 **Lien for Assessments**. All sums assessed to an Owner of any Unit in the Condominium Property pursuant to the provisions of this Condominium Declaration, together with interest thereon at the Interest Rate or Default Rate, as applicable, late charges and costs of collection, shall be secured by a lien on such Unit in favor of the Condominium Association. To evidence a lien for sums assessed pursuant to this Declaration, the Board shall cause to be prepared a written notice of lien setting forth (a) the name of the Owner of the applicable Unit, (b) the legal description of the Unit, (c) the amount of the Assessment, (d) the date such Assessment was due, and (e) the amount remaining unpaid. Such notice of lien shall be signed and acknowledged by an officer of the Condominium Association, and shall be recorded in the office of the County Recorder of Salt Lake County, State of Utah. No notice of lien shall be recorded until there is a delinquency in the payment of the Assessment and after the notice required to be given pursuant to Section 5.2.10. Such lien may be enforced by the sale or foreclosure of the Unit encumbered by the lien at a foreclosure sale conducted by the Board or its attorney in accordance with the provisions of Utah law applicable to the foreclosure of a mortgage or in any manner permitted by Utah law, including specifically, but without limitation, the method recognized under the laws of the State of Utah for the enforcement of a mechanics lien which has been established in accordance with the provisions of Chapter 1, Title 38, Utah Code Annotated, as amended from time to time, and the Declarant hereby conveys and warrants pursuant to Utah Code Ann. § 57-1-20 and 57-8-45 to Scott R. Sabey, with power of sale, the Units and all improvements to the Units for the purpose of securing payment of assessments under the terms of this Condominium Declaration. A Unit Owner's acceptance of interest in a Unit constitutes a simultaneous conveyance of the Unit in trust, with power of sale, to the designated trustee. The Condominium Association may appoint another qualified trustee by executing a substitution of trustee form.

In any such sale or foreclosure, the Owner shall be required to pay the costs and expenses of such proceeding, including reasonable attorneys' fees, and such costs and expenses shall be secured by the lien herein provided whether or not the same shall be specifically set forth therein. The Owner shall also be required to pay to the Condominium Association any Assessments against the Unit which shall become due during the period of foreclosure or sale, and all such Assessments shall be secured by the lien herein provided. The Condominium Association shall have the right and power to bid in any foreclosure or sale and, upon purchase thereof, to hold, lease, mortgage or convey the subject Unit. In the event a proceeding for the foreclosure of the lien granted hereby shall be commenced, while such proceeding shall be in process, the Condominium Association shall be entitled to the appointment of a receiver to collect the rentals being derived from said Unit.

5.2.13 **Priority of Lien; Liability of Owner**. The lien for Assessments provided for herein shall have priority over any Mortgage recorded after a notice of assessment lien recorded by the Condominium Association. No foreclosure of a lien shall extinguish the personal liability of the Owner therefor unless the Condominium Association actually receives payment in full of amounts due. An Owner's personal liability for payment of Assessments shall be reduced by the amount actually paid at the foreclosure by the successful bidder that shall remain after allocation for payment of costs and expenses incurred by reason of such sale. No other sale or transfer shall relieve such Owner from liability for any Assessments which shall be due as of the date of foreclosure.

5.2.14 **Certificate of Assessment**. The Board shall, upon written request, and for a reasonable charge, furnish a certificate signed by an officer of the Condominium Association, setting forth whether the Assessments on a specific Unit have been paid and said certificate may be conclusively relied upon by the party requesting same.

5.2.15 **No Avoidance**. No Owner may avoid or diminish such Owner's obligation to pay Assessments, the right of the Condominium Association to assert a lien against said Owner's Unit to enforce payment of same or be relieved of such Owner's personal obligation for the payment of Assessments by reason of (a) a waiver of the use or enjoyment or the actual non-use of any of the Common Areas, Common Facilities or any other portion of the Condominium Project, (b) a waiver of any services provided for in this Declaration, or (c) all or any part of said Owner's Unit being unoccupied for all or any portion of the period for which such Assessments shall have been made.

5.2.16 **Accrual of Interest**. Interest shall accrue on amounts required to be paid in accordance with the provisions of this Declaration from the date such payment is due until the required amount is received by the Condominium Association. The term **"Interest Rate"** when used in this Declaration shall refer to a per annum rate of interest which shall be two percent (2.0%) per annum above the Reference Rate. The term **"Default Rate"** when used in this Declaration shall refer to a per annum rate of interest which shall be six percent (6.0%) per annum above the Reference Rate. The Interest Rate and the Default Rate shall be adjusted at the same time and in the same manner as there shall occur any change in the Reference Rate. The Reference Rate is the rate of interest established and made public from time to time by Zions First National Bank, NA (the **"Bank"**) and its successors and assigns, and used by the Bank as its reference point for pricing loans to substantial commercial borrowers, whether such rate shall be denominated as its reference rate, prime rate or other similar or dissimilar term (the **"Reference Rate"**). The Reference Rate shall be deemed also to refer to any subsequent reference point, however denominated, that may in the future be adopted by the Bank as the replacement for the Reference Rate which is currently being used by the Bank as its reference point. All calculations of interest hereunder shall be made as follows: (a) the Interest Rate or the Default Rate, as applicable, shall be multiplied by the amount due, (b) the product determined in clause (a) above shall be divided by three hundred sixty-five (365); and (c) the quotient obtained in clause (b) above shall be multiplied by the actual number of days in the period for which the calculation is being made.

5.2.17 **No Offset**. All Assessments shall be payable in the amounts specified in the levy thereof, and no offset or reduction thereof shall be permitted for any reason, including, without limitation, any claim that the Condominium Association, the Board or any officer, employee, agent or representative thereof is not properly exercising its duties and powers under this Condominium Declaration.

5.2.18 **Inadequate Funds.** In the event that the Common Expense Fund proves inadequate at any time for whatever reason, including nonpayment of any Owner's Assessment, the Board of Directors may, on behalf of the Condominium Association, levy additional assessments in accordance with the procedure set forth in Section 5.3 below, except that the vote therein specified shall be unnecessary.

5.3 **Reserve Analysis**. The Condominium Association shall cause a Reserve Analysis to be conducted no less frequently than every five (5) years. The Condominium Association shall review and, if necessary, update a previously conducted Reserve Analysis no less frequently than every two (2) years. The Reserve Analysis and updates shall project a minimum of 30 years into the future. The Condominium Association shall maintain a reserve fund based on the Reserve Analysis for the maintenance, repair, and replacement of the Common Area and Limited Common Area as determined by the Owners annually and which will be included in the Annual Budget. All such funds shall be segregated from other operating accounts to the extent required by Utah law, and to the extent such funds

are not expended, they shall be retained as additional reserves. The Reserve Analysis report shall be prepared by a person or persons with (a) experience in current building technologies, (b) a solid working knowledge of building cost estimating and life cycle costing for facilities, and (c) the tools and knowledge to prepare a report. Preferably, but subject to the discretion of the Board of Directors in determining that the qualifications have otherwise been met by one person, two people shall prepare the Reserve Analysis, an architectural consultant who will perform a property condition assessment and a reserve study professional who will utilize the property condition assessment and prepare the Reserve Analysis. The Reserve Analysis shall be presented at the annual meeting or special meeting of the Owners, and the Owners shall be given an opportunity to discuss reserves and to vote on the funding of the reserve fund. The minutes of the Condominium Association shall reflect such decisions.

ARTICLE VI
OPERATION AND MAINTENANCE

6.1 **Maintenance of Units.** Except for maintenance of the Parking Structure, which shall be maintained by the Condominium Association pursuant to the Master Parking Agreement, the Units shall be maintained by the Owners thereof so as not to detract from the appearance of the Condominium Property or the Condominium Project and so as not to affect adversely the value or use of any other Unit or the Condominium Project. The Condominium Association shall have no obligation regarding maintenance or care of the Units except for the Parking Structure as provided in the Master Parking Agreement.

6.2 **Capital Improvements.** The Owners shall be responsible for the expense of Capital Improvements to the Common Areas as a Supplemental Assessment except to the extent such improvements are made from the reserve fund or through the Annual Budget. Expenses for Capital Improvements may be included in the Annual Budget, paid for through Special Assessments paid with reserves, or paid for in any other manner as determined by the Board of Directors. Except for Capital Improvements to be funded with reserve funds expressly allocated for such improvement and Capital Improvements that are made to correct, repair or maintain conditions relating to the health and safety of the Common Areas, Capital Improvements exceeding $25,000.00 in cost in the aggregate may not be made without the affirmative vote or written approval of no less than 67% of the total votes of the Condominium Association.

6.3 **Operation and Maintenance of Common Areas.** The Condominium Association shall provide for such maintenance and operation of the Common Areas and facilities as may be necessary or desirable to make them appropriately usable in conjunction with the Units and to keep them clean, functional, attractive, and generally in good condition and repair. The Condominium Association shall also provide for the maintenance of the entrance to the Parking Structure. The expenses incurred by the Condominium Association for such purposes shall be paid for with funds from the Common Expense Fund.

6.4 **Utilities.** Each Owner shall pay for all utility services furnished to such Owner except utility services that are not separately billed or metered to individual Units by the utility or other party furnishing such service. The Condominium Association shall pay (a) any such bills that are billed to the Condominium Association and are not separately metered and charge an appropriate share to each Unit and Owner as part of the Common Expenses or to the Condominium Association if serving the Common Area. Any such bills for the Parking Structure shall be forwarded to the Committee to be included as Parking Expenses pursuant to the Master Parking Agreement.

6.5 **Insurance.** The Condominium Association shall obtain insurance as required in this Condominium Declaration and as required by applicable law. The Condominium Association may obtain insurance that provides more or additional coverage than the insurance required in this Condominium

Declaration. Different policies may be obtained from different insurance carriers and standalone policies may be purchased instead of or in addition to embedded, included coverage, or endorsements to other policies. Not later than sixty (60) days prior to the annual meeting of the Condominium Association, the Board of Directors shall obtain a written report by an independent and experienced insurance broker, agent, or consultant (who may be the insurance provider/agent/broker used by the Condominium Association), with specific knowledge and experience in community association insurance industry, setting forth: (a) a summary description of the insurance coverage obtained by the Condominium Association, including the dollar amounts of any such coverage, and any material exceptions, exclusions, and limitations on such coverage; (b) whether, in the opinion of such broker or consultant, the insurance coverage in effect for the Condominium Association complies with the requirements of this Condominium Declaration and the law; (c) a description of any earthquake insurance and material exclusions and limitations for that coverage and if no earthquake insurance is obtained, a conspicuous clear statement in both bold and uppercase letters stating: "NO EARTHQUAKE INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION," and (d) a description of any flood insurance and material exclusions and limitations for that coverage and if no flood insurance is obtained, a conspicuous clear statement in both bold and uppercase letters stating: "NO FLOOD INSURANCE HAS BEEN OBTAINED BY THE ASSOCIATION." The report shall also set forth any recommendations or suggestions from the insurance professional regarding current policy provisions, deductibles, exceptions, exclusions, and for additional insurance suggested or recommended for the protection of the Owners in light of the insurance then available and the best practices with respect to other similar projects. The most recent annual insurance report shall be distributed to the Owners at or before the annual meeting of the Condominium Association and shall be provided to any Owner at any other time upon request. If the report is distributed to Owners at the annual meeting, a copy shall also be mailed to Owners not personally in attendance within 30 days of the meeting.

6.5.1 **Condominium Property Insurance**.

(1) **Hazard Insurance**. The Condominium Association shall maintain a policy of property casualty insurance covering the Common Area, other than the Limited Common Area, Common Facilities and the Parking Structure ("**Insurable Condominium Property**").

a. The policy shall exclude land and other items not normally and reasonably covered by such policies. The policy shall be an "all in" or "all inclusive" insurance as those terms are used in the insurance industry and shall include insurance for any fixture, improvement, or betterment installed in or otherwise permanently part of or affixed to Common Areas.

b. At a minimum, the policy shall afford protection against loss or damage by: (i) fire, windstorm, hail, riot, aircraft, vehicles, vandalism, smoke, and theft; and (ii) all perils normally covered by "special form" property coverage.

c. The policy shall be in an amount not less than one hundred percent (100%) of current replacement cost of all property covered by such policy (including the Units) at the time the insurance is purchased and at each renewal date. The actual replacement cost of the property shall be determined by using methods generally accepted in the insurance industry.

d. The policy shall include either of the following endorsements to assure full insurable value replacement cost coverage: (i) a Guaranteed Replacement Cost Endorsement under which the insurer agrees to replace the insurable property regardless of the cost; or (ii) a Replacement Cost Endorsement under which the insurer agrees to pay up to one hundred percent (100%) of the Insurable Condominium Property's insurable replacement cost but not more. If the policy includes a coinsurance clause, it must include an Agreed Amount Endorsement which must waive or eliminate the requirement for coinsurance.

e. Each property policy that the Condominium Association is required to maintain shall also contain or provide for the following: (i) "Inflation Guard Endorsement," if available; (ii) "Building Ordinance or Law Endorsement,"(the endorsement must provide for contingent liability from the operation of building laws, demolition costs, and increased costs of reconstruction); and (iii) "Equipment Breakdown," if the Insurable Condominium Property has central heating or cooling or other equipment or other applicable fixtures, equipment, or installations, which shall provide that the insurer's minimum liability per accident at least equals the lesser of two million dollars ($2,000,000) or the insurable value of the building containing the equipment.

f. If a loss occurs that is covered by a property insurance policy in the name of the Condominium Association and another property insurance policy in the name of an Owner, then the Condominium Association's policy provides primary insurance coverage, the Owner is responsible for the Condominium Association's policy deductible, and the Owner's policy applies to that portion of the loss attributable to the Condominium Association's policy deductible.

(2) **Flood Insurance**. If any part of the Insurable Condominium Property is or comes to be situated in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, a policy of flood insurance shall be maintained by the Condominium Association covering that portion of such property located within the Special Flood Hazard Area. That policy shall cover any machinery and equipment within the Insurable Condominium Property in an amount deemed appropriate, but not less than the lesser of: (i) the maximum limit of coverage available under the National Flood Insurance Program for the Insurable Condominium Property within any portion of the Condominium Project located within a designated flood hazard areas; or (ii) one hundred percent (100%) of the insurable value of the Insurable Condominium Property. If the Condominium Project is not situated in a Special Flood Hazard Area, the Condominium Association may nonetheless, in the discretion of the Board of Directors, purchase flood insurance to cover water and flooding perils not otherwise covered by blanket property insurance.

(3) **Earthquake Insurance**. The Condominium Association may purchase earthquake insurance as the Board of Directors deems appropriate. If the Board of Directors elects not to purchase earthquake insurance, a vote of the Owners present at the annual meeting, with a proper quorum, shall be required to confirm this decision. If the Owners at the annual meeting do not confirm the decision to not purchase earthquake insurance, the Board of Directors shall purchase earthquake insurance within 60 days of the vote.

(4) **Condominium Association's Obligation to Segregate Condominium Property Insurance Deductible**. The Condominium Association shall keep in a segregated bank account an amount equal to the Condominium Association's property insurance policy deductible or $10,000, whichever is less. This requirement shall not apply to any earthquake or flood insurance deductible.

(5) **Condominium Association's Right to Not Tender Claims that are Under the Deductible**. If, in the exercise of its business judgment, the Board of Directors determines that a claim is likely not to exceed the Condominium Association's property insurance policy deductible: (a) the Owner's policy is considered the policy for primary coverage to the amount of the Condominium Association's policy deductible; (b) an Owner who does not have a policy to cover the Condominium Association's property insurance policy deductible is responsible for the loss to the amount of the Condominium Association's policy deductible; and (c) the Condominium Association need not tender the claim to the Condominium Association's insurer.

(6) **Notice Requirement for Deductible**. The Condominium Association shall provide notice to each Owner of the Owner's obligation under Subsection (2) above for the Condominium Association's policy deductible and of any change in the amount of the deductible. If the Condominium Association fails to provide notice of the initial deductible, it shall be responsible for the entire deductible in case of any loss. If the Condominium Association fails to provide notice of any increase in the deductible, it shall be responsible for paying any increased amount that would otherwise have been assessed to the Owner. The failure to provide notice shall not invalidate or affect any other provision in this Condominium Declaration.

6.5.2 **Comprehensive General Liability (CGL) Insurance.** The Condominium Association shall obtain CGL insurance insuring the Condominium Association, the agents and employees of the Condominium Association, and the Owners, against liability incident to the use, ownership or maintenance of the Insurable Condominium Property or membership in the Condominium Association. The coverage limits under such policy shall not be less than Two Million Dollars ($2,000,000.00) covering all claims for death of or injury to any one person or property damage in any single occurrence. Such insurance shall contain a Severability of Interest Endorsement or equivalent coverage which would preclude the insurer from denying the claim of an Owner because of the negligent acts of the Condominium Association or another Owner.

6.5.3 **Directors and Officers Insurance.** The Condominium Association shall obtain Directors and Officers liability insurance protecting the Board of Directors, the officers, and the Condominium Association against claims of wrongful acts, mismanagement, failure to maintain adequate reserves, failure to maintain books and records, failure to enforce the Governing Documents, and breach of contract (if available). This policy shall: (1) include coverage for volunteers and employees, (2) include coverage for monetary and non-monetary claims, (3) provide for the coverage of claims made under any fair housing act or similar statute or that are based on any form of discrimination or civil rights claims, and (4) provide coverage for defamation. In the discretion of the Board of Directors, the policy may also include coverage for any manager and any employees of the manager and may provide that such coverage is secondary to any other policy that covers the manager or any employees of the manager.

6.5.4 **Insurance Coverage for Theft and Embezzlement of Condominium Association Funds.** The Condominium Association shall obtain insurance covering the theft or embezzlement of funds that shall: (1) provide coverage for an amount of not less than the sum of three months' regular assessments in addition to the prior calendar year's highest monthly balance on all operating and reserve funds, and (2) provide coverage for theft or embezzlement of funds by: (a) Officers and Board members of the Condominium Association, (b) employees and volunteers of the Condominium Association, (c) any manager of the Condominium Association, and (c) officers, directors, and employees of any manager of the Condominium Association.

6.5.5 **Workers' Compensation Insurance.** The Board of Directors shall purchase and maintain in effect workers' compensation insurance for all employees of the Condominium Association to the extent that such insurance is required by law and as the Board of Directors deems appropriate.

6.5.6 **Certificates.** Any insurer that has issued an insurance policy to the Condominium Association shall issue a certificate of insurance to the Condominium Association and upon written request, to any Owner or Lender.

6.5.7 **Named Insured.** The named insured under any policy of insurance shall be the Condominium Association. The First Mortgagees of the Units and each Owner shall also be an insured under all property and CGL insurance policies.

6.5.8 **Condominium Association Shall Have Right to Negotiate All Claims and Losses and Receive Proceeds.** Insurance proceeds for a loss under the Condominium Association's property insurance policy are payable to an Insurance Director if one is designated, or to the Condominium Association, and shall not be payable to a holder of a security interest. An Insurance Director, if any is appointed, or the Condominium Association shall hold any insurance proceeds in trust for the Condominium Association, Owners, and lien holders. Insurance proceeds shall be disbursed first for the repair or restoration of the damaged property, if the property is to be repaired and restored as provided for in this Condominium Declaration. After any repair or restoration is complete and if the damaged property has been completely repaired or restored, any remaining proceeds shall be paid to the Condominium Association. If the property is not to be repaired or restored, then any remaining proceeds, after such action as is necessary related to the property has been paid for, shall be distributed to the Owners and lien holders, as their interests remain with regard to the Units. Each Owner hereby appoints the Condominium Association, or any Insurance Director, as attorney-in-fact for the purpose of negotiating all losses related thereto, including the collection, receipt of, and appropriate disposition of all insurance proceeds; the execution of releases of liability; and the execution of all documents and the performance of all other acts necessary to administer such insurance and any claim. This power-of-attorney is coupled with an interest, shall be irrevocable, and shall be binding on any heirs, personal representatives, successors, or assigns of an Owner.

6.5.9 **Insurance Director.** In the discretion of the Board of Directors or upon written request executed by Owners holding at least 50% of the Ownership Interest of the Condominium Association, the Board of Directors shall hire and appoint an insurance trustee ("**Insurance Director**"), with whom the Condominium Association shall enter into an insurance trust agreement, for the purpose of exercising such rights under this paragraph as the Owners or Board of Directors (as the case may be) shall require.

6.5.10 **Owner Act Cannot Void Coverage Under Any Policy.** Unless an Owner is acting within the scope of the Owner's authority on behalf of the Condominium Association and under direct authorization of the Condominium Association, an Owner's act or omission may not void an insurance policy or be a condition to recovery under a policy.

6.5.11 **Waiver of Subrogation against Owners and Condominium Association.** All property and CGL policies must contain a waiver of subrogation by the insurer as to any claims against the Condominium Association and the Owners and their respective agents and employees.

6.5.12 **Amendments to this Section to Comply with Applicable Law.** The insurance provisions are intended to comply with current Utah law. It is further intended that any future changes to the insurance law applicable to condominium associations shall apply to this Condominium Association. Notwithstanding anything contrary in this Condominium Declaration, the Declarant or the Board of Directors may unilaterally—without approval of the Unit Owners—amend this section to comply with future changes to applicable law.

6.5.13 **Insurance to be Carried by the Unit Owners.** The Owners are responsible, at their sole expense, for obtaining insurance coverage for each Unit owned by them, and all improvements, personal property, and other items within such Unit. Such insurance shall include Hazard Insurance and Flood Insurance meeting the requirements of Section 6.5.1 above, and Comprehensive General Liability Insurance meeting the requirements of Section 6.5.2 above. The Owners may assign such insurance obligations to any tenant with respect to its leased premises within the Unit owned by them, but shall not be relieved of the obligation to assure that such insurance is continuously maintained. Notwithstanding the foregoing, the Condominium Association shall obtain and maintain such insurance for the Parking Structure as set forth in the Master Parking Agreement, including insurance on Parking Level 2 and Parking Levels 1 and 3.

ARTICLE VII
DAMAGE OR DESTRUCTION

7.1 **Condominium Association as Attorney in Fact.** All of the Owners irrevocably constitute and appoint the Condominium Association as their true and lawful attorney-in-fact in their name, place, and stead for the purpose of dealing with the Common Area upon its damage or destruction as hereinafter provided. Acceptance by any grantee of a deed from the Declarant or from any Owner shall constitute an appointment by said grantee of the Condominium Association as his or her attorney-in-fact as herein provided. As attorney-in-fact, the Condominium Association shall have full and complete authorization, right, and power to make, execute, and deliver any contract, deed, or other instrument with respect to the interest of an Owner in the Common Areas when necessary or appropriate to exercise the powers herein granted. All such insurance proceeds shall be payable to the Condominium Association except as otherwise provided in this Condominium Declaration. Nothing in this Section will give the Condominium Association any right to act on behalf of any Owner with respect to damage to the improvements of such Owner on its Unit other than the Parking Structure as set forth in the Master Parking Agreement.

7.2 **Definition of Repair and Reconstruction.** Repair and reconstruction of the improvements as used herein means restoring the damaged Insurable Condominium Property to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas having substantially the same vertical and horizontal boundaries as before.

7.3 **Procedure.** In the event all or any part of the Insurable Condominium Property is damaged or destroyed, the Condominium Association shall proceed as follows:

7.3.1 **Notice to First Mortgagees.** The Condominium Association shall give timely written notice to any holder of any First Mortgage on a Condominium Unit who has previously requested such notice in writing and the First Mortgagees, in the event of substantial damage to or destruction of any part of the Common Areas subject to such First Mortgage.

7.3.2 **Estimates.** As soon as practicable after an event causing damage to or destruction of any part of the Insurable Condominium Property, the Condominium Association shall obtain complete and reliable estimates of the costs to repair and reconstruct the part of the Condominium Project damaged or destroyed.

7.3.3 **Sufficient Insurance.** If the proceeds of the insurance maintained by the Condominium Association equal or exceed the estimated costs to repair and reconstruct the damaged or destroyed part of the Insurable Condominium Property, such repair and reconstruction shall be carried out.

7.3.4 **Insufficient Insurance – Less than Seventy-Five Percent (75%) Destruction.** If the proceeds of the insurance maintained by the Condominium Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Insurable Condominium Property and if less than seventy-five percent (75%) of the Condominium Project is damaged or destroyed, such repair and reconstruction shall nevertheless be carried out. The Condominium Association shall levy a special assessment sufficient to provide funds to pay the actual costs of such repair and reconstruction to the extent that such insurance proceeds are insufficient to pay such costs. Such special assessment shall be allocated and collected as provided in Article V hereof, except that the vote therein specified shall be unnecessary. Further levies may be made in like manner if the amounts collected (together with the proceeds of insurance) are insufficient to pay all actual costs of such repair and reconstruction.

7.3.5 **Insufficient Insurance – Seventy-Five Percent (75%) or More Destruction.** If the proceeds of the insurance maintained by the Condominium Association are less than the estimated costs to repair and reconstruct the damaged or destroyed part of the Insurable Condominium Property and if seventy-five percent (75%) or more of the Insurable Condominium Property is damaged or destroyed, such damage or destruction shall be repaired and reconstructed, but only if within one hundred (100) days following the damage or destruction, Owners entitled to vote at least 67% of the votes of the Members vote to carry out such repair and reconstruction. If, however, the Owners do not within one hundred (100) days after such damage or destruction, elect by a vote of at least 67% of the votes of the Members to carry out such repair and reconstruction but rather elect to terminate the Condominium Project and if First Mortgagees of each of the Units, subject to Mortgages held by First Mortgagees approve such termination, the Condominium Association shall record in the office of the Recorder of Salt Lake County, State of Utah, a notice setting forth such facts. Upon the recording of such notice, the Condominium Project shall be deemed to be owned in common by the Owners, who shall divide said funds based upon the diminution in value of such Owner's Condominium Unit due to such damage or destruction. An appropriate amount of said funds also shall be allocated and paid to the CHCDRA and the County (jointly) or other holder of the Public Easement in compensation for loss of the public's right to use the Public Stalls; provided, however, that such amount shall not exceed 20% of the amount of such proceeds allocated to damage of the Parking Structure if all stalls in the Parking Structure are unusable, which amount shall be further reduced proportionately if only part of the stalls are unusable based on the number of Public Stalls that are unusable in relation to the other stalls in the Parking Structure.

7.3.6 **No Priority over First Mortgagees**. In no event shall an Owner of a Unit or any other party have priority over the holder of any First Mortgage on such Unit with respect to the distribution to such Unit of any insurance proceeds.

7.4 **Repair or Reconstruction.** If the damage or destruction is to be repaired or reconstructed as provided above, the Condominium Association shall, as soon as practicable after receiving the said estimate of cost, commence and diligently pursue to completion the repair and reconstruction of the part of the Insurable Condominium Property damaged or destroyed. The Condominium Association may take all necessary or appropriate action to effect repair and reconstruction, as attorney-in-fact for the Owners, and no consent or other action by any Owner shall be necessary in connection therewith, except as otherwise expressly provided herein. The Insurable Condominium Property shall be restored or repaired to substantially the same condition in which it existed prior to the damage or destruction, with each Unit and the Common Areas having the same vertical and horizontal boundaries as before. Any restoration or repair of the Insurable Condominium Property, after a partial condemnation or damage due to an insurable hazard, shall be performed substantially in accordance with the Condominium Declaration and the original architectural plans and specifications.

7.5 **Disbursement of Funds for Repair and Reconstruction.** If repair or reconstruction is to occur, the insurance proceeds held by the Condominium Association shall constitute a fund for the payment of costs of repair and reconstruction after casualty. It shall be deemed that the first money disbursed in payment for costs of repair and reconstruction shall be made from insurance proceeds; if there is a balance after payment of all costs of such repair and reconstruction, such balance shall be distributed to the Owners according to their Allocated Interests.

7.6 **Amendment of Article.** This Article VII shall not be amended unless of the Owners entitled to vote, at least two-thirds (2/3) of the votes of the Members consent and agree to such amendment, and such consent and agreement is reflected in an instrument duly executed by the Board of Directors of the Condominium Association and recorded in accordance with the provisions of this Condominium Declaration.

ARTICLE VIII
CONDEMNATION

8.1 **Condemnation.** If at any time or times all or any part of the Common Areas shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article VIII shall apply. A voluntary sale or conveyance of all or any part of the Common Areas in lieu of condemnation, but under written threat of condemnation, shall be deemed to be a taking by power of eminent domain. If all or any portion of the Common Areas is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Board of Directors shall give prompt written notice of any such proceeding or proposed acquisition to each Owner in the Condominium Project and to any First Mortgagee who has requested in writing notice thereof. The Condominium Association shall represent the Owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisitions of the Common Areas, or any part thereof, and each Owner hereby appoints the Condominium Association as such Owner's attorney-in-fact for the purposes of such representation.

8.2 **Proceeds.** All compensation, damages, and other proceeds from any such taking by power of eminent domain (hereinafter "**Condemnation Award**") shall be made payable to the Condominium Association and shall be distributed by the Board of Directors, on behalf of the Condominium Association as herein provided.

8.3 **Complete Taking.** In the event the entire Condominium Project is taken by power of eminent domain, ownership pursuant hereto shall terminate and the Condemnation Award shall be allocated among and distributed to the Owners and the Owners shall divide the Condemnation Award based upon the relative values of the Units immediately prior to the condemnation. Such distribution shall be made by check jointly payable to the respective Owners and their respective Mortgagees, as appropriate. No provision of this Article VIII shall prevent the CHCDRA or the County from claiming condemnation proceeds from the condemning authority in compensation for the loss of the public's right to use the Public Stalls.

8.4 **Partial Taking.** In the event that less than the entire Condominium Project is taken by power of eminent domain, the following shall occur:

8.4.1 **Allocation of Award.** As soon as practicable, the Board of Directors shall, on behalf of the Condominium Association, reasonably and in good faith, apportion the Condemnation Award between compensation, severance damages, or other proceeds and shall allocate such apportioned amounts and pay the same to the Owners as follows:

(1) The total amount apportioned to taking of or injury to the Common Areas shall be allocated among and distributed to all Owners (including Owners whose entire Units have been taken).

(2) The total amount apportioned to severance damages shall be allocated among and distributed equally to the Owners of those Units that have not been taken.

(3) The respective amounts apportioned to the taking of or injury to a particular Unit shall be allocated and distributed to the Owner of such Unit.

(4) The total amount apportioned to consequential damages and any other taking or injuries shall be allocated and distributed as the Condominium Association determines to be equitable under the circumstances;

(5) If apportionment or allocation is already established by negotiation, judicial decree, statute, or otherwise, the Condominium Association shall employ such apportionment and allocation to the extent that it is relevant and applicable;

(6) Distribution of allocated proceeds shall be made by check jointly payable to individual owners and their respective Mortgagees, as their interests may appear; and

(7) No provision of this Article VIII or any other provision of the Governing Documents shall entitle the Owner of a Unit or other party to priority over any First Mortgagee holding such Unit with respect to the distribution to such Unit of the proceeds of any award, settlement, or proceeds from any eminent domain or condemnation proceeding.

(8) No provision of this Article VIII shall prevent the CHCDRA or the County from claiming condemnation proceeds from the condemning authority in compensation for any loss of the public's right to use the Public Stalls.

8.4.2 **Continuation and Reorganization.** If less than the entire Condominium Project is taken by power of eminent domain, ownership pursuant hereto shall not terminate but shall continue. In such event the Condominium Project shall be reorganized as follows:

(1) If any partial taking results in the taking of an entire Unit, then the Owner thereof shall cease to be a member of the Condominium Association and all voting rights shall terminate;

(2) If any partial taking results in the taking of a portion of a Unit, the voting rights and Assessments appertaining to such Unit shall be adjusted accordingly;

(3) If any partial taking results in the taking of a portion of a Unit and if there is a determination made by the Board of Directors, after duly considering any recommendations, proposals or other input from the Owners and the First Mortgagees of such Unit(s), that such taking makes it impractical to use the remaining portion of such Unit, then all voting rights terminate and the remaining portion of such Unit shall thenceforth be part of the Common Areas; and

(4) The Board of Directors, after duly considering any recommendations, proposals or other input from the Owners and the First Mortgagees of such Unit(s), shall have the duty and authority to make all determinations and to take all actions necessary or appropriate to effectuate reorganization of the Condominium Project under the provisions of this Article VIII; provided, however, that if any such determination shall have been made or such action taken by judicial decree, the Board of Directors shall defer thereto and proceed in accordance therewith.

8.4.3 **Repair and Reconstruction.** Any repair and reconstruction necessitated by condemnation shall be governed by the provisions specified in Article VII hereof for cases of Damage or Destruction; provided, however, that the provisions of said article dealing with sufficiency or insufficiency of insurance proceeds shall not be applicable.

ARTICLE IX
TERMINATION

9.1 **Required Vote.** Except as otherwise provided in Article VII and Article VIII, the Condominium Project may be terminated only by agreement of Owners entitled to vote at least 67% of the votes attributable to all Units.

9.2 **Termination Agreement.** An agreement to terminate shall be evidenced by the execution or ratification of a termination agreement, in the same manner as a deed, by the requisite number of Owners. The termination agreement shall expressly preserve the priority and perpetual existence of the Public Easement. Such an agreement to terminate shall also be approved by Eligible Mortgagees who represent at least 2/3 of the votes of the Units subject to First Mortgages held by Eligible Mortgagees. The termination agreement, including all ratifications of such termination agreement, shall be recorded in Salt Lake County, Utah and is effective only on recordation. Such termination shall have no effect on (a) the Public Easement, or (b) on the Master Declaration or the Master Association, as defined in the Master Declaration.

9.3 **Sale of Condominium Project.** A termination agreement may provide that the entire Condominium Project shall be sold following termination. If, pursuant to the agreement, any real estate in the Condominium Project is to be sold following termination, the termination agreement shall set forth the minimum terms of the sale.

9.4 **Condominium Association Duties.** The Condominium Association, on behalf of the Owners, may contract for the sale of real estate in the Condominium Project, but the contract is not binding on the Owners until approved pursuant to Sections 1 and 2. If any real estate in the Condominium Project is to be sold following termination, title to the real estate on termination vests in the Condominium Association as Director for all Owners. Thereafter, the Condominium Association has all powers necessary and appropriate to effect the sale. Until the sale has been concluded and the proceeds of the sale distributed, the Condominium Association continues in existence with all powers it had before termination. Proceeds of the sale shall be distributed to Owners and Mortgagees as their interests may appear, based on the relative value of each Unit. Unless otherwise specified in the termination agreement, as long as the Condominium Association holds title to the real estate, each Owner and his successors in interest have an exclusive right to occupancy of the portion of the real estate that formerly constituted his Unit in accordance with the terms of this Condominium Declaration. During the period of that occupancy right, each Owner and his successors in interest remain liable for all assessments and other obligations imposed on Owners by this Condominium Declaration. Following termination of the Condominium Project, the proceeds of any sale of real estate, together with the assets of the Condominium Association, shall be held by the Condominium Association as trustee for Owners and Mortgagees as their interests may appear. Following termination, Mortgagees holding Mortgages on the Units that were recorded before termination may enforce those liens in the same manner as any lienholder.

ARTICLE X
GENERAL USE RESTRICTIONS

10.1 **Rules and Regulations.** The Condominium Association shall have authority to promulgate and enforce such reasonable rules, regulations, and procedures as may be necessary or desirable to aid the Condominium Association in carrying out any of its functions or to insure that the Condominium Property is maintained and used in a manner consistent with the interest of the Owners and the requirements of this Condominium Declaration. Such rules and regulations shall not conflict with the provisions of this Condominium Declaration, the Act or the Governing Documents. Rules and regulations shall be uniformly applied to all Units, and the rules and regulations or all amendments thereto shall be effective after twenty (20) days' notice from the Condominium Association of the existence of such rule or amendment.

10.2 **Use of Common Areas.** The Common Areas shall be used only in a manner consistent with their community nature and with the rules, regulations, and use restrictions applicable to Units. No admission fees, charges for use, leases, or other income generating arrangement of any type shall be employed or entered into with respect to any portion of the Common Area.

10.3 **Use of Limited Common Areas.** The Common Areas shall be used only as is consistent with the zoning regulations of the City and may not create a nuisance or interfere with the rights of any Owners. The installation of any structure, fence, equipment, or machinery in a Common Area requires the approval of the Board of Directors pursuant to Section 10.16.

10.4 **Use of Units.** Each Unit shall be used only as is consistent with the zoning regulations of the Master Declaration, the Development Agreement and this Condominium Declaration. No Unit shall be used, occupied, or altered in violation of law, zoning or any other ordinance or resolution, so as to jeopardize the structural integrity of any other Unit, create a nuisance, or interfere with the rights of any Owners. No Unit may be used for any purpose that would render the property uninsurable. Smoking is not permitted anywhere in the Condominium Project. Unless consented to in writing by the Board, in its sole and absolute discretion, no Units shall be used for:

10.4.1 The sale, distribution, rental, or viewing of sexually explicit materials or sexually explicit performances;

10.4.2 The sale of paraphernalia related to illegal drugs;

10.4.3 Escort services;

10.4.4 Any business establishment utilizing an outdoor speaker that produces in excess of 40 DBAs as can be heard by a person occupying the Units or any business establishment utilizing an outdoor speaker during the hours of midnight to 8:00 a.m. on weekdays and 10:00 a.m. on weekends;

10.4.5 The storage or sale of petroleum products or other Hazardous Substances (as defined herein);

10.4.6 Any warehouse, assembly, manufacturing, distillation, refining, smelting, agriculture, or mining operation;

10.4.7 Any operation for drilling for and/or removal of subsurface substances;

10.4.8 Any operation involving dumping, disposal, incineration or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes; or

10.4.9 Any business establishment creating noxious or harmful odors.

10.5 **Exception for Declarant.** Notwithstanding the restrictions contained in this Article X, for the five (5)-year period following the date on which this Condominium Declaration is filed for record in the Office of the Recorder of Salt Lake County, Utah, Declarant shall have the right to use any Unit owned by it, and any part of the Common Areas reasonably necessary or appropriate, in furtherance of any activities designed to accomplish or facilitate improvement, sale, or lease of all Units owned by Declarant. Declarant shall also have the right to maintain a reasonable number of promotional, advertising, or directional signs, banners, or similar devices at any place or places on the Condominium Property. Declarant shall have the right from time to time to locate or relocate any of its signs, banners, or similar devices.

10.6 **Nuisances.** No rubbish or debris of any kind shall be placed or permitted to accumulate upon the Condominium Property, and no odors shall be permitted to arise therefrom so as to render any part of the Condominium Property unsanitary or unsightly, or which would be offensive or detrimental to any other part of the Condominium Property or to the occupants thereof. No noise, odors, or other

nuisance shall be permitted to exist or operate upon any part of the Condominium Property or from within any Unit so as to be offensive or detrimental to any other part of the Condominium Property, or to the occupants thereof.

10.7 **Unsightly Articles.** No unsightly articles or personal property shall be permitted to remain in or near a Unit or the Common Areas so as to be visible from any other Unit or the Common Areas.

10.8 **Temporary and Other Structures.** No structure of a temporary nature, including trailers, tents, shacks, sheds, or other outbuildings, shall be allowed on the Condominium Property either temporarily or permanently at any time other than construction-related temporary structures related to construction of the initial improvements on the Units.

10.9 **Trash Removal.** No trash or refuse containers of any kind shall be permitted to remain on the Common Areas without the prior written consent of the Condominium Association. Each Owner shall utilize the common trash container provided for by the Condominium Association located in the Common Area. If any Owner shall abuse the common trash container provided in the Common Area, then the Condominium Association shall be empowered to (a) require such Owner to maintain at his own expense a separate garbage removal system in an area designated by the Condominium Association, or (b) charge such Owner such additional amount for garbage removal as the Condominium Association deems necessary or proper to defray the added cost of garbage removal resulting from such abuse. The term "abuse" as used herein shall mean any overuse of the garbage removal system or the dumping of anything prohibited (or resulting in an increased charge) by the garbage removal service in the judgment of the Board of Directors.

10.10 **Signs.** Declarant has the option to install an electronic video board sign on the Condominium Property in a location approved by the City but shall not be situated on any Unit or Limited Common Area. Such sign will be operated, maintained, repaired and replaced by the Condominium Association. The following rules shall apply to such sign and all other signs within the Condominium Property:

10.10.1 As stated in Section 10.5 of this Article X, for five (5) years following the date on which this Condominium Declaration is filed for record in the office of the County Recorder of Salt Lake County, Utah, the Declarant shall have the right to maintain a reasonable number of promotional, advertising, and directional signs, banners, or similar devices at any place or places on the Condominium Property to aid in selling or leasing any Unit owned by the Declarant.

10.10.2 Each Unit may have signage ("**Unit Business Sign**") for use in identification and advertising purpose. Such signage shall be only as approved in writing by the Board of Directors or as stated in the Bylaws or Rules. Each Unit Business Sign shall constitute part of the Unit and shall be maintained by the Owner. The size and location of each Unit Business Sign shall not be changed without the written approval of the Board, which consent shall not be unreasonably withheld or delayed.

10.10.3 No other signs of any kind shall be displayed on the exterior of the building or in the Common Areas without approval of all owners.

10.11 **No Hazardous Activities.** No activities shall be conducted on the Condominium Property, and no improvements shall be constructed on the Condominium Property, that are or might be unsafe or hazardous to any person or property.

10.12 **No Hazardous Substances.** Each Owner shall not cause or permit any Hazardous Substance to be used, stored, generated, or disposed of on or in such Owner's Unit. If any Hazardous

Substance is used, stored, generated, or disposed of on or in any Owner's Unit, or if an Owner's Unit becomes contaminated in any manner by such Owner (or its lessee), such Owner shall indemnify and hold harmless all other Owners from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses including, without limitation, a decrease in the value of the non-contaminated Units, damages caused by loss or restriction of usable space, or any damages caused by adverse impact on the marketing of the non-contaminated Units, and any and all sums paid for settlement of claims, attorney's fees, and consultant and expert fees.

As used herein, the term "**Hazardous Substance**" shall mean any pollutants, contaminants, chemicals, waste, and any toxic, infectious, carcinogenic, reactive, corrosive, ignitable or flammable chemical or chemical compound or hazardous substance, material or waste, whether solid, liquid, or gas, including any quantity of asbestos in any form, urea, formaldehyde, PCBs, radon gas, crude oil or any fraction thereof, all forms of natural gas, petroleum products of byproducts or derivatives, radio-active substances, waste waters, sludge, slag, and any other substance, material, or waste that is subject to regulation, control, or remediation under any Environmental Laws.

As used herein, "**Environmental Laws**" shall mean all local, state and federal laws and regulations that regulate or relate to the protection, clean-up, and restoration of the environment; the use, treatment, storage, transportation, generation, manufacture, processing, distribution, handling or disposal of, or emission, discharge, or other release or threatened release of Hazardous Substances or otherwise dangerous substances, wastes, pollution or materials and shall include the Resource Conservation & Recovery Act, Clean Water Act, Safe Drinking Water Act, Atomic Energy Act, Occupational Safety and Health Act, Toxic Substances Control Act, Clean Air Act, Oil Pollution Act of 1990, Comprehensive Environmental Response Compensation and Liability Act, and the Hazardous Materials Transportation Act.

10.13 **Insurance.** Notwithstanding any provision of this Condominium Declaration to the contrary, if any activity or materials stored or used on the property result in an increase in the insurance premium for the Condominium Property, the Owner responsible must pay the increase in the premium, due at the time the premium is due. The cost of such increase shall be assessed against the Owner responsible therefore, and such assessment shall be secured by a lien on such Owner's Unit in favor of the Condominium Association in accordance with Article V.

10.14 **Repair of Buildings.** No improvement upon the Condominium Property shall be permitted to fall into disrepair, and each such improvement shall at all times be kept in good condition and repair and adequately painted or otherwise finished by the Owner thereof and/or the Condominium Association as applicable.

10.15 **Exterior Improvements and Alterations.** There shall be no (a) excavation, construction or alteration that in any way alters the exterior appearance or structural integrity of any improvement within the Condominium Property, or (b) removal of any Unit or other improvement within the Condominium Property (other than repairs or rebuilding) without the prior written approval of the Board of Directors.

10.16 **Improvements and Alterations to Units.** No structural modifications or structural improvements of any kind shall be made in any Unit without prior written approval of the Board of Directors.

10.16.1 **Plans Submitted.** Two complete sets of the plans for the modification or construction of any improvements must be submitted to the Board for review. The plans must be in sufficient detail to show the locations, sizes, and proposed uses for the entire Unit.

10.16.2 **Review Fee.** The applicant shall pay a review fee (the "**Review Fee**") to the Condominium Association in an amount necessary to cover the cost of review and administration of the program in an amount to be established from time to time by the Board. The initial Review Fee shall be $500.00 plus actual costs incurred.

10.16.3 **Review.** Within thirty (30) days from receipt of a complete submission, including the payment of the Review Fee, the Board shall review the plans and make an initial determination of whether or not the plans comply with the conditions imposed by the Condominium Declaration. If they do not, the plans shall be rejected. The Board may also approve the plans subject to specific modifications or conditions. Owners may desire to submit preliminary plans for review. The Board shall review preliminary plans, and make its comments known to the Owner; provided, however, that no preliminary approval is to be considered a final approval, and no final approval will be granted on less than a complete submission. Upon approval, the Board and the Owner will each sign a copy of the plans, one of which shall be left with the Board. Modifications and/or construction that is not in strict compliance with the approved plans shall not be permitted. Any and all decisions, approvals, reviews and actions of the Board required or permitted under this Condominium Declaration may be made by a simple majority of the members of the Board.

10.16.4 **Failure to Act.** If the Board has not approved or rejected any submission within forty-five (45) days after submission of complete plans, the submission is deemed to have been disapproved. If the plans are disapproved as a result of the Board's failure to act, then the applicant may send, by certified mail, return receipt requested, notice to any member of the Board that if the plans are not either approved or disapproved, as submitted, within fifteen (15) days from the date the notice is mailed, then the plans will be deemed to be approved. If within such fifteen (15) day-period, the Board fails to respond to the notice by either approving or disapproving the plans, then the plans will be deemed to have been approved. Notwithstanding the Board's failure to respond to any submission, any construction or improvements may not, in any way, violate any conditions imposed by this Condominium Declaration, and any such deemed approval shall in all respects remain subject to the conditions of this Condominium Declaration.

10.16.5 **General Design Review.** The Board shall use its best efforts to provide a consistent pattern of development, and consistent application of standards of this Condominium Declaration.

10.16.6 **Limitations on Review.** The Board's review is limited to those matters expressly granted in this Condominium Declaration. The Board shall have no authority over the enforcement of building codes, zoning ordinances, or other statutes, laws, or ordinances affecting the development or improvement of real property, and shall have no liability to any Owner whose plans were approved in a manner that included any such violation. Corrections or changes in plans to bring them into conformity with applicable codes must be approved by the Board prior to construction.

10.16.7 **Penalty for Failure to File Plans with Board.** The Board is authorized, but not required, to retain legal counsel and to instigate legal proceedings against any Owner, builder, contractor, or any other Person who proceeds with construction in any Unit without first applying for and receiving the approval of the Board or its designated professional reviewer. The Board may give ten (10) days' written notice of such failure to file plans and then may proceed with any and all legal remedies. The Board is authorized to assess all reasonable legal and associated costs of obtaining compliance against the Unit and/or Owner. The Board may file a notice of non-compliance and/or lien for the costs involved against the Unit and may take any and all action deemed appropriate to enforce this provision of the Condominium Declaration, including foreclosure of the lien.

10.16.8 **Construction Procedures.** All construction activities within the Condominium Project shall be performed in a good and workmanlike manner, using first class materials, and in

compliance with all laws, rules, regulations, orders, and ordinances of the City, County, state, and federal governments, or any department or agency thereof, having jurisdiction over the Condominium Project. All construction activities shall be performed so as not to unreasonably interfere with any other construction work being performed and so as not to unreasonably interfere with the use, occupancy, or enjoyment of the remainder of the Condominium Project or the business conducted by any other Owner or occupant. When an Owner is constructing, reconstructing, repairing, maintaining, remodeling, or enlarging any improvements to its Unit, such Owner shall establish a staging and storage area prior to commencing such work, which area shall not unreasonably interfere with access between the other areas of the Condominium Project, with the use of any other Unit, or with the operation of any business or permitted activity. Said area shall be subject to the approval of the Board, which may impose requirements affecting location and fencing off of the area. Each Owner shall diligently complete all construction activities as quickly as possible and shall indemnify, defend, and hold harmless each other Owner from and against any and all claims, losses, damages, liabilities, injuries, costs and expenses, including, without limitation, reasonable attorneys' fees, because of personal injury or death of persons or destruction of property arising from or as a result of construction by such Owner to its Unit, except for claims caused by the negligence or willful act or omission of the indemnified Owner, its licensees, agents, servants, or employees.

ARTICLE XI
MORTGAGEE PROTECTION

11.1 **Notice of Action.** Upon written request made to the Condominium Association by a First Mortgagee, or an insurer of a First Mortgage, which written request shall identify the name and address of such First Mortgagee, insurer and Unit number or address, any such First Mortgagee, insurer, shall be entitled to timely written notice of:

11.1.1 Any condemnation loss or any casualty loss that affects a material portion of the Condominium Project or any Unit on which there is a First Mortgage held, insured, or guaranteed by such First Mortgagee, insurer, or governmental guarantor;

11.1.2 Any delinquency in the payment of assessments or charges owed by an Owner, whose Unit is subject to a First Mortgagee held, insured, or guaranteed by such First Mortgagee, insurer, or governmental guarantor, which default remains uncured for a period of sixty (60) days;

11.1.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Condominium Association, and

11.1.4 Any proposed action that would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 2 below or elsewhere herein.

11.2 **Matters Requiring Prior Eligible Mortgagee Approval.** Except as provided elsewhere in this Condominium Declaration, the prior written consent of Owners entitled to vote at least two-thirds (2/3) of the votes of the Units in the Condominium Association (unless pursuant to a specific provision of this Condominium Declaration, the consent of Owners entitled to vote a greater percentage of the votes in the Condominium Association is required, in which case such specific provisions shall control) and Eligible Mortgagees holding First Mortgages on Units having at least two-thirds (2/3) of the votes of the Units subject to First Mortgages held by Eligible Mortgagees shall be required to:

11.2.1 Abandon or terminate the legal status of the Condominium Project after substantial destruction or condemnation occurs.

11.2.2 Add or amend any material provision of the Condominium Declaration, Articles, Bylaws, or Condominium Plat that establishes, provides for, governs, or regulates any of the following (an addition or amendment to such documents shall not be considered material if it is for the purpose of correcting technical errors or for clarification only):

(1) voting rights;

(2) reallocation of interests in the Common Areas, or rights to their use;

(3) redefinition of any Unit boundaries;

(4) imposition of any restrictions on Owners' rights to sell or transfer their Units;

(5) Restoration or repair of the Condominium Project (after damage or partial condemnation) in a manner other than that specified in the Condominium Declaration; or

(6) any provisions that expressly benefit Mortgagees, insurers or guarantors.

Any Mortgagee, Insurer, or governmental guarantor who receives a written request from the Condominium Association to approve additions or amendments to the Governing Documents and who fails to deliver or post to the Condominium Association a negative response within sixty (60) days shall be deemed to have approved such request, provided the written request was delivered by certified or registered mail to the address of the Mortgagee, Insurer, or governmental guarantor as listed in the recorded trust deed or other recorded document evidencing the security interest.

11.3 **Availability of Condominium Project Documents and Financial Statements.** The Condominium Association shall maintain and have current copies of its Governing Documents, as well as its own books, records, and financial statements, available for inspection by Owners or by holders, insurers, and guarantors of First Mortgages that are secured by Units in the Condominium Project. Generally, these documents shall be available during normal business hours.

11.4 **Payment of Taxes.** In the event that any taxes or other charges that may or have become a lien on the Common Areas are not timely paid, or in the event that the required hazard insurance lapses, is not maintained, or the premiums therefore are not paid when due, any Mortgagee or any combination of Mortgagees may jointly or singly pay such taxes or premiums or secure such insurance. Any Mortgagee that expends funds for any of such purposes shall be entitled to immediate reimbursement therefore from the Condominium Association.

ARTICLE XII
PUBLIC EASEMENT

The Parking Structure, which constitutes a material enhancement to the entire Canyon Centre Project, and to the Hotel Unit and the Office Unit in particular, is or will be constructed primarily through public funding provided by or through the CHCDRA which will be repaid, if at all, only through tax increment as provided in the Development Agreement. In view of that public investment, and as additional consideration for the grant of the parking easement described in Section 4.6 above, Declarant shall grant and record the Public Easement covering the Parking Structure and Lot 2 as required by the CHCDRA and the County to evidence and preserve the public's right to use the Public Stalls as set forth in the Public Easement, the form of which is attached hereto as Attachment 5. **Notwithstanding any recording of this Condominium Declaration in the office of the Recorder of Salt Lake County, Utah prior to recording of the Public Easement, any and all parking and other rights of the Unit owners, occupants, invitees or others in and to the Parking Structure are forever subordinate and subject to**

the terms of the Public Easement (and the easements created thereunder) in materially the form attached hereto as Attachment 5 from and after recording of the Public Easement in the office of the Recorder of Salt Lake County, Utah, to the same extent as if this Condominium Declaration had been recorded after recording of the Public Easement, provided that attachment of the Public Easement to, and enforceability of the Public Easement against, the Condominium Project shall be deemed to have occurred notwithstanding such subordination. Nothing in this Article XII shall be construed to impair the rights of the Hotel Unit and the Office Unit to park in the Parking Structure at the times and in the locations set forth in the Shared Parking Plan, subject to the public's right to use the Public Stalls as set forth in the Public Easement.

ARTICLE XIII
MISCELLANEOUS

13.1 **Notices.** Any notice required or permitted to be given to any Owner under the provisions of this Condominium Declaration shall be deemed to have been properly furnished if mailed postage prepaid to the person who appears as an Owner, at the latest address for such person, appearing in the records of the Condominium Association at the time of mailing. Additionally, the person and address to receive service of process in behalf of the Declarant is CW Management Corporation, c/o Chris McCandless, President, 9071 South 1300 West, Suite 100, West Jordan, UT 84088-5582.

13.2 **Amendment.** Except as otherwise provided in this Condominium Declaration, any amendment to this Condominium Declaration shall be subject to and require the affirmative vote or written approval of at least 67% of the total votes of the Condominium Association. Any amendment authorized pursuant to this Section shall be accomplished through the recordation in the office of the Salt Lake County Recorder of an instrument executed by the Condominium Association. In such instrument, an officer or Director of the Condominium Association shall certify that the vote required by this Section for amendment has occurred, and if applicable, the Declarant shall sign to indicate his consent.

13.3 **No Dedication to Public.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Condominium Project to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Declarant that this Condominium Declaration shall be strictly limited to and for the purposes herein expressed.

13.4 **Rights of Action and Attorneys' Fees.** The Condominium Association and any aggrieved Owner shall have a right of action against Owners who fail to comply with the provisions of the Condominium Declaration or the decisions of the Condominium Association. In any action to enforce this Condominium Declaration, the prevailing party shall be entitled to an award of attorneys' fees and costs.

13.5 **Declarant's Rights Assignable.** The rights of Declarant under this Condominium Declaration or in any way relating to the Condominium Property may be assigned, whereupon the assignee of Declarant shall have all the rights of Declarant hereunder.

13.6 **Interpretation.** The captions, which precede the Articles and Sections of this Condominium Declaration, are for convenience only and in no way affect the manner in which any provision hereof is construed. Whenever the context so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include the other gender. The invalidity or unenforceability of any portion of this Condominium Declaration shall not affect the validity or enforceability of the remainder thereof. This Condominium Declaration shall be liberally construed to affect all of its purposes.

13.7 **No Merger.** The ownership of the entire Condominium Project by the same party shall not affect the termination of this Condominium Declaration.

13.8 **Effective Date.** The Condominium Declaration or any amendment or supplement hereto shall take effect upon its being filed for record in the office of the Recorder of Salt Lake County, Utah.

13.9 **Attachments/Recitals**. All Attachments referred to in this Condominium Declaration as being attached or to be attached hereto shall be deemed attached to and incorporated in this Condominium Declaration, whether or not such items are, in fact attached, Declarant being satisfied that the correct documents can be supplied from Declarant's records. The Recitals to this Condominium Declaration are incorporated herein and made part of this Condominium Declaration.

CANYON CENTRE CAPITAL, LLC,
a Utah limited liability company

By: **C.W. MANAGEMENT CORPORATION,**
a Utah corporation, its Manager

By: _____
Chris McCandless, President

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

On this ___ day of December 2018, personally appeared before me **Chris McCandless**, who duly acknowledged to me that he signed the foregoing agreement as the President of **C.W. Management Corporation**, a Utah corporation acting in its capacity as the manager of **Canyon Centre Capital, LLC**.

_____
Notary Public

Attachment 1

Condominium Property Legal Description

Lot 2, **CANYON CENTRE Amending Wasatch Gates Subdivision**, according to the official plat recorded on April 8, 2015 as Entry No. 12026637, in Book 2015P of Plats, at Page 83 of the official records of the Salt Lake County Recorder.

Tax Parcel No. 22-25-176-023.

Attachment 2

BYLAWS OF CANYON CENTRE CONDOMINIUM ASSOCIATION

Table of Contents of Bylaws

BYLAWS

OF

CANYON CENTRE CONDOMINIUM ASSOCIATION

These bylaws are hereby adapted and established as the Bylaws of the Canyon Centre Condominium Association ("the Condominium Association") and shall apply to the Condominium Association and bind all present or future Owners, tenants, and other persons who might use the facilities or enter the Condominium Project.

ARTICLE I
DEFINITIONS

1.1 **Definitions**. Except as otherwise provided herein or as may be required by the context, all terms defined in Article I of the Condominium Declaration of Condominium for Canyon Centre ("the Condominium Declaration") shall have such defined meanings when used in these Bylaws.

ARTICLE II
OWNERS

2.1 **Annual Meetings**. Unless changed by the Board of Directors, the annual meeting of Owners shall be held on the third Tuesday in April of each year for the purpose of electing Directors and transacting such other business as may come before the meeting. If the election of Directors cannot be held on the day designated herein for the annual meeting of the Owners, or at any adjournment thereof, the Board of Directors shall cause the election to be held either at a special meeting of the Owners to be convened as soon thereafter as may be convenient. The Board of Directors may from time to time change the date and time for the annual meeting of the Owners, provided that the Owners are given sufficient notice according to the requirements of Section 2.4.

2.2 **Special Meetings**. Special meetings of the Owners may be called by the Board of Directors, the President, or upon the written request of Owners holding not less than fifteen percent (15%) of the Allocated Interest of the Condominium Association. Any written request for a special meeting shall include the original signature of each Owner affirmatively supporting such request along with a statement of the purpose of the meeting on each page containing signatures. Such written request is to state the purpose or purposes of the meeting and shall be delivered to the Board of Directors or the President, who shall then call, provide notice of, and conduct a special meeting within 30 days of receipt of the request.

2.3 **Place of Meetings**. The Board of Directors may designate any place in Salt Lake County as the place of meeting for any annual or special meeting.

2.4 **Notice of Meetings**. The Board of Directors shall cause written or printed notice of the time and place, and in the case of a special meeting, the purpose or purposes, for all meetings of the Owners (whether annual or special) to be delivered, not more than sixty (60) nor less than ten (10) days prior to the meeting, to each Owner of record entitled to vote at such meeting. Notices may be personally delivered, mailed, or emailed. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail addressed to the Owner at the Owner's registered address, with first-class postage thereon prepaid. If emailed, such notice shall be deemed to be delivered when sent. Each Owner shall register with the Condominium Association such Owner's current mailing and email addresses for purposes of notice hereunder. Such registered addresses may be changed from time to time by notice in writing to the

Condominium Association. If no addresses are registered with the Condominium Association, an Owner's Unit address shall be deemed to be the Owner's registered mailing address for purposes of notice in this Section.

2.5 **Owners of Record**. For the purpose of determining Owners entitled to notice of or to vote at any meeting of the Owners, or any adjournment thereof, the Board of Directors may designate a record date, which shall not be more than sixty (60) nor less than ten (10) days prior to the meeting. If no record date is designated, the last date on which a notice of the meeting is mailed or delivered shall be deemed to be the record date for determining Owners entitled to notice of or to vote at the meeting. The persons or entities appearing in the records of the Condominium Association on such record date as the Owners of record of Units in the Condominium Project shall be deemed to be the Owners of record entitled to notice of and to vote at the meeting of the Owners.

2.6 **Quorum**. At any meeting of the Owners, the presence of at least two Owners who hold, or are holders of proxies entitled to cast, an aggregate of at least 12 of the 80 votes representing the Allocated Interests as set forth on Attachment 3 to the Condominium Declaration shall constitute a quorum for the transaction of business.

2.7 **Proxies**. At each meeting of the Owners, each Owner entitled to vote shall be entitled to vote in person or by proxy; provided, however, that the right to vote by proxy shall exist only where the instrument authorizing such proxy to act shall have been executed by the Owner or by the Owner's attorney when duly authorized in writing. If a Unit is jointly owned, the instrument authorizing a proxy to act may be executed by any one (1) owner of such Unit or the Owners' attorneys when duly authorized in writing. Such instrument authorizing a proxy to act shall set forth the specific matters or issues upon which the proxy is authorized to act, and may allow the proxy to vote on any issue arising at any particular meeting or meetings. Such instrument shall be delivered at the beginning of the meeting to the Secretary of the Condominium Association or to such other officer or person who may be acting as secretary of the meeting.

2.8 **Votes**. With respect to each matter submitted to a vote of the Owners, each Owner entitled to vote at the meeting shall have the right to cast, in person or by proxy, the number of votes appertaining to the Unit of such Owner, as shown in the Condominium Declaration. The affirmative vote of a majority of the votes entitled to be cast by the Owners present or represented by proxy at a meeting at which a quorum was initially present shall be necessary for the adoption of any matter voted on by the Owners, unless a greater proportion is required by the Articles, these Bylaws, the Condominium Declaration, or the Act. The election of Directors shall be by secret ballot. When more than one (1) Person owns an interest in a Unit, any Person who is the owner may exercise the vote for such Unit on behalf of all Co-Owners of the Unit. In the event of conflicting votes by Co-Owners of one (1) unit, then votes shall be cast for such Unit reflecting the majority of the Co-Owners votes, but if the conflicting votes represent an even number of votes with no majority, then no vote shall be counted for that Unit but it shall be counted for the purposes of establishing a quorum. In no event shall fractional votes be exercised in respect to any Unit.

2.9 **Waiver of Irregularities**. All inaccuracies and irregularities in calls or notices of meetings, in the manner of voting, in the form of proxies, in the method of ascertaining Owners present, or in the decision and votes of the Board of Directors shall be deemed waived if no written objection is made either at the meeting or within thirty (30) days of the date of the meeting, or within 30 days of notice of any decision by the Board of Directors.

ARTICLE III
BOARD OF DIRECTORS

3.1 **General Powers**. The property, affairs, and business of the Condominium Association shall be managed by the Board of Directors. The Board of Directors may exercise all of the powers of the Condominium Association, whether derived from the Act or the Condominium Declaration, except such powers that the Articles, these Bylaws, the Condominium Declaration, or the Act vest solely in the Owners.

3.2 **Number, Tenure, Qualifications, and Election**. The property, business, and affairs of the Condominium Association shall be governed and managed by a Board of Directors composed of five (5) persons, who need not be Members of the Condominium Association. The Owners of each of the Hotel Unit and Office Unit will be entitled to appoint one Director. The remaining three (3) Directors will be elected by the affirmative vote of at least 51% of the Members. The term of each Director shall be two (2) years. The terms of the Directors shall overlap so that three Directors shall be elected or appointed one year, two the next, three the following, and so on. At the annual meeting or any subsequent meeting at which the election is held, any Owner may submit that person's own name or the name of any other willing and otherwise qualified person to be added to the ballot for election of the elected Directors and such person shall be added to the names of candidates. If the name of a person is submitted who is not in attendance at the meeting, it must be submitted with a written statement from that person indicating that the person is willing to serve.

3.3 **Regular Meetings**. The Board of Directors shall hold regular meetings at least quarterly, and more often at the discretion of the Board of Directors, provided that the Board of Directors may waive the requirement of any quarterly meeting to the extent that all Directors agree on such waiver in writing and that no new business has occurred that would require a meeting in a given quarter. The Board of Directors may designate any place in Salt Lake County as the place of meeting for any regular meeting called by the Board of Directors.

3.4 **Special Meetings**. Special meetings of the Board of Directors may be called by or at the request of any two (2) Directors or the President of the Condominium Association. The person or persons authorized to call special meetings of the Board of Directors may fix any place in Salt Lake County as the place for holding any special meeting of the Board of Directors called by such person or persons. Notice of any special meeting shall be given at least five business (5) days prior thereto by written notice delivered personally, mailed, or emailed to each Director at such Director's registered address. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail so addressed, with first-class postage thereon prepaid. If emailed, such notice shall be deemed to be delivered when sent. Any Director may waive notice of a meeting.

3.5 **Quorum and Manner of Acting**. A majority of the then-authorized number of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. The act of a majority of the Directors present at any meeting at which a quorum is present and for which proper notice was provided to the Directors shall be the act of the Board of Directors. The Directors shall act only as a Board, and individual members shall have no powers as such.

3.6 **Compensation**. No Director shall receive compensation for any services that he may render to the Condominium Association as a Director; provided, however, that a Director may be reimbursed for expenses incurred in the performance of his duties as a Director to the extent such expenses are approved by the Board of Directors.

3.7 **Resignation and Removal**. A Director may resign at any time by delivering a written resignation to either the President or the Board of Directors. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any Director who fails to attend four regular meetings of the Board of Directors in a row may be removed by the Board of Directors within 60 days of the last missed meeting. Any Director may be removed at any time, with or without cause, by the affirmative vote of at least fifty-one percent (51%) of the Allocated Interest of the Condominium Association at a special meeting of the Owners duly called for such purpose.

3.8 **Vacancies**. If vacancies shall occur in the Board of Directors by reason of the death, resignation, removal for failure to attend meetings, or disqualification of a Director, the Directors then in office shall continue to act, and such vacancies shall be filled by a vote of the Directors then in office, even though less than a quorum may be available. Any vacancy in the Board of Directors occurring by reason of removal of a Director, such vacancies may be filled by election by the Owners at the meeting at which such Director is removed. Any Director elected or appointed hereunder to fill a vacancy shall serve for the unexpired term of his predecessor.

3.9 **Informal Action by Directors**. Any action that is required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors.

ARTICLE IV
OFFICERS

4.1 **Officers**. The officers of the Condominium Association shall be a President, Secretary, Treasurer, and such other officers as may from time to time be created by the Board of Directors.

4.2 **Election, Tenure and Qualifications**. The officers of the Condominium Association shall be chosen by the Board of Directors annually at the first meeting of the Board of Directors following the annual meeting. Each such officer shall hold such office until a successor has been elected or until such officer's death, resignation, disqualification, or removal, whichever first occurs. Any person may hold any two (2) or more of such offices, except that the President may not also be the Secretary. No person holding two (2) or more offices shall act in or execute any instrument in the capacity of more than one (1) office. The President, Secretary, and Treasurer must be and remain Directors of the Condominium Association during the entire term of their respective offices.

4.3 **Subordinate Officers**. The Board of Directors may from time to time appoint such other officers or agents as it may deem advisable, each of whom shall have such title, hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine. Subordinate officers need not be Directors of the Condominium Association.

4.4 **Resignation and Removal**. Any officer may resign at any time by delivering a written resignation to any Director or to any Managing Agent. Unless otherwise specified therein, such resignation shall take effect upon delivery. Any officer may be removed by the Board of Directors at any time, with or without cause.

4.5 **Vacancies and Newly Created Offices**. If any vacancy shall occur in any office by reason of death, resignation, removal, disqualification, or any other cause, or if a new office shall be created, such vacancies or newly created offices may be filled by the Board of Directors at any regular or special meeting.

4.6 **The President**. The President shall preside at meetings of the Board of Directors and at meetings of the Owners. At the meetings, the President shall have all authority typically granted to the person presiding over the meeting including but not limited to: (1) the right to control the order of the meeting, (2) the right to arrange for the removal of any disruptive Owner or person, and (3) the right to impose and enforce reasonable rules and procedures related to the meeting such as those found in "Robert's Rules of Order." The President shall sign on behalf of the Condominium Association all conveyances, mortgages, documents, and contracts, and shall do and perform all other acts and things as required by the Board of Directors.

4.7 **The Secretary**. The Secretary shall keep the minutes of the Condominium Association and shall maintain such books and records as these Bylaws, the Condominium Declaration, or any resolution the Board of Directors may require such person to keep. The Secretary shall also act in the place and stead of the President in the event of the President's absence or inability or refusal to act. The Secretary shall perform such other duties as required by the Board of Directors.

4.8 **The Treasurer**. The Treasurer shall have the custody and control of the funds of the Condominium Association, subject to the action of the Board of Directors, and when requested by the President, shall report the state of the finances of the Condominium Association at each meeting of the Owners and at any meeting of the Board of Directors. The Treasurer shall perform such other duties as required by the Board of Directors.

4.9 **Compensation**. No officer shall receive compensation for any services rendered to the Condominium Association as an officer; provided, however, that an officer may be reimbursed for expenses incurred in performance of such duties as an officer to the extent such expenses are approved by the Board of Directors.

4.10 **Registered Agent**. The Board of Directors shall appoint a registered agent at all times who shall not be an officer of the Condominium Association but shall act as agent for receipt of service of process and for all other reasons as required by the Model Registered Agents Act, Title 16, Chapter 17 of the Utah Code. The registered agent may be a commercial registered agent or an individual meeting all requirements of the Model Registered Agents Act and shall be as reflected in the Articles or as updated with the Utah Division of Corporations by the Board or any officer of the Condominium Association from time to time. The initial Registered Agent shall be CW Management Corporation, c/o Chris McCandless, President, 9071 South 1300 West, Suite 100, West Jordan, Utah 84088.

4.11 **Manager**. The Board of Directors may also engage, manage, delegate duties to and provide directions relating to a Manager of the Condominium Association to oversee day to day operations and property management, provided that such Manager will be an independent contractor and will not be an officer, employee, or agent of the Condominium Association.

ARTICLE V
COMMITTEES

5.1 **Designation of Committees**. The Board of Directors may from time to time by resolution designate such committees as it may deem appropriate in carrying out its duties, responsibilities, functions, and powers. The membership of each such committee designated hereunder shall include at least one (1) Director. A Committee shall not have any powers, duties, or responsibilities beyond those specifically assigned by the Board of Directors in a written resolution. The Board of Directors may terminate any committee at any time.

5.2 **Proceedings of Committees**. Each committee designated hereunder by the Board of Directors may appoint its own presiding and recording officers and may meet at such places and times and upon such notice as such committee may from time to time determine. Each such committee shall keep a record of its proceedings and shall regularly report such proceedings to the Board of Directors.

5.3 **Quorum and Manner of Acting**. At each meeting of any committee designated hereunder by the Board of Directors, the presence of members constituting at least a majority of the authorized membership of such committee (but in no event less than two (2) members) shall constitute a quorum for the transaction of business, and the act of a majority of the members present at any meeting at which a quorum is present shall be the act of such committee. The members of any committee designated by the Board of Directors hereunder shall act only as a committee, and the individual members thereof shall have no powers as such. A committee may exercise the authority granted by the Board of Directors.

5.4 **Resignation and Removal**. Any member of any committee designated hereunder by the Board of Directors may resign at any time by delivering a written resignation to the President, the Board of Directors, or the presiding officer of such committee. Unless otherwise specified therein, such resignation shall take effect upon delivery. The Board of Directors may at any time, with or without cause, remove any member of any committee designated by it thereunder.

5.5 **Vacancies**. If any vacancy shall occur in any committee designated by the Board of Directors due to disqualification, death, resignation, removal, or otherwise, the remaining members shall, until the filling of such vacancy by the Board of Directors, constitute the then total authorized membership of the committee and, provided that two (2) or more members are remaining, may continue to act. Such vacancy may be filled at any meeting of the Board of Directors.

ARTICLE VI
INDEMNIFICATION

6.1 **Indemnification**. Subject to the limitations set forth in this Section 6.1, no Director or officer shall be personally liable for any obligations of the Condominium Association or for any duties or obligations arising out of any acts or conduct of said Director or officer performed for or on behalf of the Condominium Association, so long as such conduct as a Director or officer (a) was in good faith, (b) the individual reasonably believed that the individual's conduct was in, or not opposed to, the corporation's best interests, and (c) in the case of any criminal proceeding, the individual had no reasonable cause to believe the individual's conduct was unlawful. The Condominium Association shall and does hereby indemnify and hold harmless each person who shall serve at any time as a Director or officer of the Condominium Association, as well as such person's heirs and administrators, from and against any and all claims, judgments, and liabilities to which such persons shall become subject, by reason of that person having heretofore or hereafter been a Director or officer of the Condominium Association or by reason of any action alleged to have been heretofore or hereafter taken or omitted to have been taken by him as such Director or officer, and shall reimburse any such person for all legal and other expenses reasonably incurred in connection with any such claim or liability; provided that the Condominium Association shall have the power to defend such person from all suits or claims; provided further, however, that no such person shall be indemnified against or be reimbursed for or be defended against any expense or liability incurred in connection with any claim or action arising out of such person's conduct (a) in connection with a proceeding by or in the right of the nonprofit corporation in which the director was adjudged liable to the nonprofit corporation; or (b) in connection with any other proceeding charging that the director derived an improper personal benefit, whether or not involving action in the director's official capacity, in which proceeding the director was adjudged liable on the basis that the director derived an improper personal benefit. The rights accruing to any person under the foregoing provisions of this Section shall not exclude any other right to which such person may lawfully be entitled, nor shall anything herein

contained restrict the right of the Condominium Association to indemnify or reimburse such person in any proper case, even though not specifically provided for herein or otherwise permitted. The Condominium Association, its Directors, officers, employees, and agents shall be fully protected in taking any action or making any payment or in refusing so to do in reliance upon the advice of counsel.

6.2 **Other Indemnification**. The indemnification herein provided shall not be deemed exclusive of any other right to indemnification to which any person seeking indemnification may be provided under any Bylaw, statute, agreement, vote of disinterested Directors, or otherwise, both as to action taken in any official capacity and as to action taken in any other capacity while holding such office. It is the intent hereof that all Directors and officers be and hereby are indemnified to the fullest extent permitted by the laws of the State of Utah, the Utah Revised Nonprofit Corporation Act (if the association is a nonprofit corporation), and these Bylaws. The indemnification herein provided shall continue as to any person who has ceased to be a Director, officer, or employee, and shall inure to the benefit of the heirs, executors, and administrators of any such person.

6.3 **Settlement by Condominium Association**. The right of any person to be indemnified shall be subject always to the right of the Condominium Association by the Board of Directors, in lieu of such indemnity, to settle any such claim, action, suit, or proceeding at the expense of the Condominium Association by the payment of the amount of such settlement and the costs and expenses incurred in connection therewith.

ARTICLE VII
AMENDMENTS

7.1 **Amendments**. Except as permitted specifically herein or required by the Act, these Bylaws may be amended only by written consent of Owners of Units holding at least two-thirds (2/3rds) of the percentage interest in the Condominium Association. No meeting or vote of the Owners shall be required.

7.2 **Execution of Amendments**. Upon obtaining the required written consent, an amendment shall be signed by the President and Secretary of the Condominium Association, who shall certify that the amendment has been properly consented to as required by these Bylaws. An amendment complying with the requirements of these Bylaws and the declaration shall be effective when the amendment has been recorded in the office of the County Recorder of Salt Lake County, Utah.

IN WITNESS WHEREOF, the undersigned, constituting all of the Directors of the CANYON CENTRE CONDOMINIUM ASSOCIATION, hereby execute these Bylaws this _____ day of _____, 2018.

_____
[print name] _____

_____
[print name] _____

_____
[print name] _____

STATE OF UTAH)
: ss.
COUNTY OF _____)

On the _____ day of _____, 2018, personally appeared before me _____, _____, and _____the signers of the foregoing BYLAWS OF CANYON CENTRE CONDOMINIUM ASSOCIATION, who duly acknowledged to me that they executed the same.

_____
Notary Public

DECLARANT'S CONSENT

On this _____ day of _____, 2018, the undersigned _____, being the _____ of Declarant Canyon Centre, LLC, does hereby consent to and execute these Bylaws in accordance with the provisions of the Utah Condominium Ownership Act.

CANYON CENTRE CAPITAL, LLC

_____

By: _____
Its: _____

STATE OF UTAH)
: ss.
COUNTY OF _____)

On the ___ day of _____, 2018, personally appeared before me _____, who duly acknowledged to me that he executed the same.

_____
Notary Public

Attachment 3
Interests and Voting

List of Units, Allocated Interests, Assessment Percentages, and Undivided Percentage Interests in Common Areas & Facilities

Unit	Allocated Interests and Assessment Percentages	Votes
2A and 2A-2 Hotel	35.7%	36
2B and 2B-1 and 2B-3 Office	44.4%	44
2C Restaurant	9.5%	10
2D Retail (north)	5.6%	5
2E Retail (south)	4.8%	5

Attachment 4
Shared Parking Plan

Attachment 5
Form of Public Parking Easement

ATTACHMENT NO. 10

FORM OF AMENDMENT TO MASTER DECLARATION

AFTER RECORDING, RETURN TO:

Canyon Centre Capital, LLC
9067 South 1300 West, Suite 105
West Jordan, UT 84088-5582

FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CANYON CENTRE (7350 SOUTH WASATCH BLVD. COTTONWOOD HEIGHTS, UT)

THIS FIRST AMENDMENT TO MASTER DECLARATION (this "*Amendment*") is made effective 24 December 2018 by **CANYON CENTRE CAPITAL, LLC**, a Utah limited liability company ("*Declarant*"). **CANYON CENTRE OWNERS ASSOCIATION**, a Utah non-profit corporation ("*Master Association*"), also is a party to affirm that this Amendment is acceptable to and binding on Master Association. This Amendment amends and modifies certain provisions of the "Master Declaration of Covenants, Conditions and Restrictions for Canyon Centre" (the "*Master Declaration*") made by Declarant effective 17 April 2015 and recorded in the official records (the "*Official Records*") of the Recorder of Salt Lake County, Utah on 20 April 2015 as Entry No. 12033926 in Book 10316 at Pages 3767-3807 of the Official Records. Capitalized terms not otherwise defined in this Amendment shall have the same meanings as in the Master Declaration.

RECITALS:

A. Canyon Centre Amending Wasatch Gates Subdivision (the "*Project*"), a subdivision situated at approximately 7350 South Wasatch Boulevard, includes five lots. Lots 1 and 2 are presently owned by Declarant, and Lots 3-5 are presently owned by third parties. The Project is shown and described on the copy of the subdivision plat for the Project that are attached hereof as **ATTACHMENT NO. 1**.

B. Following recordation of the Development Agreement and the Condominium Declaration, all of the land within the Project will be subject to the Master Declaration and the Development Agreement, and Lot 2 will be subject to the Condominium Declaration.

C. The Parking Structure within Lot 2, which also is called the "Parking Unit" in the Master Declaration, constitutes a material enhancement to the Project that is or will be constructed by the Declarant principally through public funding provided by or through the Cottonwood Heights Community Development and Renewal Agency ("*CHCRDA*"), which funding which will be repaid, if at all, only through tax increment as explained in the Development Agreement.

D. Pursuant to the Development Agreement, the Condominium Declaration, and a "Public Parking Easement Agreement" (the "*Public Easement Agreement*") to be recorded in the office of the Salt Lake County Recorder immediately following recordation of the Condominium Declaration and the associated condominium plat but before conveyance of any of the Condominium Units on Lot 2 from Declarant to any other person, certain of the parking stalls in the Parking Structure will be subject to a perpetual, irrevocable, exclusive easement benefitting CHCRDA, Salt Lake County, and the general public (the "*Public Easement*") at certain times on certain days as further described below.

E. The Park, as improved, also constitutes a material enhancement to the Project which will be constructed principally through public funding and will be owned by CHCRDA, City or another public entity.

F. This Amendment is recorded in order to clarify and amend certain provisions of the Master Declaration, particularly as related to the Parking Structure and the Park, and the rights and obligations of public entity owner(s) of the Public Easement and/or the Park.

G. To induce CHCRDA to enter into and perform under the Development Agreement, Declarant makes this Amendment pursuant to Declarant's power to amend the Master Declaration as provided in Section 12.3 of the Master Declaration.

AGREEMENT:

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant hereby agrees and amends the Master Declaration as follows:

Section 1. **Amendment of Defined Terms**.

(a) The definition of "**Development Agreement**" in Article 1, Section 1 of the Master Declaration is hereby amended to remove the reference to "City" to the extent that "City" refers only to the city of Cottonwood Heights and not also CHCDRA, it having been determined following execution and recordation of the Master Declaration that CHCDRA, and not such city itself, would be a party to the Development Agreement.

(b) The definition of "**Parking Unit**" in Article 1, Section 1 of the Master Declaration is hereby amended as follows:

"**Parking Unit**" means the Unit(s) depicted on the Condominium Plat that is/are available for parking by the Owners as more particularly set forth in the Condominium Declaration or the Development Agreement.

(c) The definition of "**Parking Structure**" in Article 1, Section 1 of the Master Declaration is hereby amended as follows:

"**Parking Structure**" means the Parking Structure to be constructed by Declarant within Units 2B-1, 2A-2 and 2B-3 of the Project and which will be maintained by the Condominium Association.

Section 2. **Addition of Defined Terms.** The following terms are hereby added to Article 1, Section 1 of the Master Declaration:

"Park Owner" shall mean the Public Entity Owner of the Park from time to time.

"Public Easement Agreement" shall mean the "Public Parking Easement Agreement" described in and required under the Development Agreement and the Condominium Declaration.

"Public Easement" shall mean the easements in favor of the Public Entity and the general public created pursuant to the Development Agreement, the Condominium Declaration and the Public Easement Agreement.

"Public Entity" shall mean City (as defined above in this Declaration), CHCDRA, Salt Lake County, or any other public entity or public agency which then owns or controls the Public Easement or any part of the Park and, by extension, has an interest in the Common Easement Areas subject to this Declaration.

Section 3. **Additional Amendments to Master Declaration**. The Master Declaration shall be further amended as provided in Subsections (a) through (c) below by deleting each section referenced in its entirety and replacing such section with the revised section below.

(a) 3.3 **Maintenance of Improvements**. All Improvements located upon a Lot, including the parking strip and islands within parking lots, shall be continuously maintained by its Owner at such Owner's sole cost and expense so as to preserve a well-kept appearance of a first-class commercial development, including any landscaping features constructed on such Lot, and the Condominium Association shall maintain all Common Easement Areas on Lot 2. Each Owner shall be required, at its sole cost and expense, to maintain its Lot in a clean, safe and orderly manner and to cause all weeds, rubbish and debris to be removed from its Lot. Except for any Water Feature within the Common Easement Area in Lot 2 which is a Common Facility to be maintained by the Condominium Association, each Owner shall be responsible for the exterior maintenance of any and all Buildings and any and all Improvements, including, sidewalks, parking lots and driveways, located on said Owner's Lot. The Condominium Association shall also be responsible for the maintenance and Improvements within Lot 2 and for maintenance of the Parking Structure as more particularly set forth in the Condominium Declaration, and the owner of the Public Easement shall have no financial or other responsibility for the repair, maintenance, replacement and/or reconstruction of any of the Parking Structure. If the Master Association reasonably determines that the level of exterior maintenance on any Improvement located on an Owner's Lot or the maintenance landscaping or of a vacant Lot or the Parking Structure is unacceptable, the Master Association shall so notify the Owner, or Condominium Association, as applicable, in writing, and the Owner will have thirty (30) days thereafter in which to correct the deficiencies specified in such notice. If, in the Master Association's opinion, the Owner fails to correct the stated deficiencies within said thirty (30) day period, the Master Association may order the necessary work (the "**Required Maintenance**") performed at the Owner's expense or expense of the Condominium Association, as applicable. The cost of the Required Maintenance shall be assessed to the applicable Owner as a Reimbursement Assessment.

(b) 3.4 **Parking**. All parking and driving surfaces constructed upon a Lot must be (i) properly graded to assure adequate drainage and collection and distribution of storm water runoff, (ii) paved with concrete, asphalt or other hard surface paving material approved by the Architectural Control Committee, (iii) marked to designate approved parking areas, with appropriate parking reserved to permit access by the physically impaired, and adequately lighted and screened, all as specifically set forth in the Design Guidelines and Standards. Each Owner shall be responsible to construct and maintain all parking and driving surfaces located upon such Owner's Lot other than parking subject to the Condominium Declaration which shall be constructed and maintained as set forth therein. No parking of company vehicles or vehicles of employees, guests, visitors or business invitees shall be permitted upon the Roadways. The public parking rights in the Parking Unit shall be

as set forth in the definition of "Parking Unit" in Article 1, above. Unless the Condominium Declaration or the Development Agreement expressly grants to an Owner parking rights in the Parking Unit, the Public Entity's rights in the Parking Unit as specified in the Condominium Declaration or the Development Agreement are superior to any parking rights of that Owner in the Parking Unit under this Declaration.

(c) 3.10 **Permitted Use**. All Lots, other than Lot 1 (i.e., the Park) and the Parking Structure within Lot 2 to the extent of the Public Easement thereon, shall be used exclusively for resort, residential or commercial purposes and shall include uses which are an integral part of the business of the Owner or Occupant of a Lot and which are located in Buildings constructed as required by the Design Guidelines and Standards and used in a manner consistent with Declarant's intention that the Project be developed and used as a resort, residential and business center. Subject to applicable zoning ordinances, such use shall specifically include governmental, professional or business offices, banks or financial institutions, research and development facilities, retail sales, hotels, single family or multifamily residences, restaurants and medical facilities as well as a public park, outdoor theatre and public parking. So long as Declarant shall remain a Class "B" Member, Declarant shall, in its discretion, determine if an intended use is an appropriate use within a resort, residence and business center. At such time as Declarant shall cease to be a Class "B" Member, the Board shall, in its discretion, determine if an intended use is an appropriate use within a resort, residence and business center. Appropriate uses of the Park include, without limitation, activities such as plays, concerts, festivals, open air markets, fairs, expositions and other public gatherings, all of which shall be under the control and direction of the Park Owner. Each Owner, or the Condominium Association with respect to access to the Parking Structure on Lot 2, is permitted to impose reasonable rules and regulations concerning access by the public to the improvements constructed by such Owner on its Lot.

Section 4. **Further Amendment.** The Master Declaration shall be further amended as set forth in this section below:

(a) **Effect of the Development Agreement**. In the event of any conflict or inconsistency between the Public Entity's rights and duties under this Master Declaration and its rights and duties under the Development Agreement or the Condominium Declaration, the Development Agreement or Condominium Declaration, as applicable, shall control.

(b) **Effect of the Public Easement Agreement**. This Master Declaration is and shall be subject and subordinate to the Public Easement Agreement and the Public Easement created thereunder.

(c) **Continuing Limitations on Financial Responsibilities of Public Entity**. Notwithstanding anything in this Master Declaration to the contrary, (i) the financial obligations of the Public Entity are limited as set forth in the Development Agreement and the Condominium Declaration, and (ii) except for the Park Owner's obligations to improve and maintain the Park as specified in this Master Declaration and the Development Agreement, the Public Entity shall be deemed, and is, excused from any and all obligations to pay, satisfy or be legally responsible for any Common Expenses, any Assessments, or any other charges, costs, fees, expenses or impositions of any type under this Master Declaration.

Section 5. **No Contrary Amendment**. The rights and privileges of a Public Entity under this Amendment and elsewhere in the Master Declaration may not be modified or amended without the prior written consent of that Public Entity.

Section 6. **No Other Modifications**. Except as specifically amended and modified by this Amendment, the Master Declaration shall be deemed unmodified and in full force and effect.

Section 7. **Severability**. All parts of this Amendment are severable, and if any portion of this Amendment shall, for any reason, be held to be invalid or unenforceable, or to adversely affect the substantive rights of any existing Owners or Mortgagees of the Project, then such portion of this Amendment shall be ineffectual and disregarded, but shall not affect the remaining sections, paragraphs, clauses or provisions of this Amendment.

DATED effective the date first-above written.

DECLARANT:

CANYON CENTRE CAPITAL, LLC

By: C.W. Management Corporation, a Utah corporation, its Manager

By_____
Chris McCandless, President

MASTER ASSOCIATION:

CANYON CENTRE OWNERS ASSOCIATION, a Utah non-profit corporation

By_____
Chris McCandless, President

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

The foregoing instrument was acknowledged before me on __ December 2018 by **Chris McCandless** as the President (a) of **C.W. Management Corporation**, a Utah corporation acting in its capacity as the Manager of **CANYON CENTRE CAPITAL, LLC**, a Utah limited liability company, and (b) of **CANYON CENTRE OWNERS ASSOCIATION**, a Utah non-profit corporation.

_____
Notary Public

ATTACHMENT NO. 11
FORM OF PUBLIC EASEMENT AGREEMENT

AFTER RECORDING MAIL TO:

COTTONWOOD HEIGHTS COMMUNITY
DEVELOPMENT AND RENEWAL AGENCY
Attn: B. Tim Tingey, Executive Director
2277 East Bengal Blvd.
Cottonwood Heights, UT 84121

Public Parking Easement Agreement

THIS PUBLIC PARKING EASEMENT AGREEMENT (this "*Agreement*") is entered into by and among **CANYON CENTRE CAPITAL, LLC**, a Utah limited liability company whose address is 9067 South 1300 West, Suite 105, West Jordan, Utah 84088-5582 ("*Grantor*"); the **COTTONWOOD HEIGHTS COMMUNITY DEVELOPMENT AND RENEWAL AGENCY**, a governmental entity organized under the laws of the state of Utah whose address is 2277 East Bengal Blvd., Cottonwood Heights, UT 84121 ("*Agency*"); and **SALT LAKE COUNTY**, a body corporate and politic of the State of Utah whose address is 2001 South State Street, #S3-600, Salt Lake City, UT 84190 ("*County*") (Agency and County are collectively referred to herein as "*Grantee*"). Grantor and Grantee are sometimes referred to collectively as the "*Parties*" and either may be referred to individually as a "*Party*," all as governed by the context in which such words are used. **THE CANYON CENTRE CONDOMINIUM ASSOCIATION** (the "*Condominium Association*") also is a party to this Agreement for the limited purposes of Sections 2-4, inclusive, and 11 below.

RECITALS:

A. In furtherance of the objectives of the "Limited Purpose Local Government Entities--Community Reinvestment Agency Act," UTAH CODE ANN. Title 17C, Chapters 1 through 5 (including any future amendments or successors, the "*Act*"), Agency has undertaken a program for the development of the Canyon Centre Community Development Project Area (the "*Project Area*" or the "*Project*") located at approximately 7350 South Wasatch Blvd. in the city of Cottonwood Heights, Salt Lake County, Utah ("*City*").

B. Agency has prepared, and City has approved, a community development plan (the "*Plan*") providing for the development of the land located within the Project Area and the future uses of such land.

C. The Project Area consists of approximately 10.89 acres which Grantor, as developer, has agreed to develop with certain private and public improvements as provided in the Plan. One or more plats (collectively, the "*Plat*") subdividing the Project Area into five lots ("*Lots*") has been recorded in the official records of County's Recorder. The division of the Lots as shown on the Plat contemplates the development of the separate uses in the Project Area.

D. Lot 1 of the Project Area has been or will be developed into a public park (the "*Park*"). Lot 2 of the Project Area has been or will be condominiumized and developed to include several buildings (the "*Condominium Project*") including a hotel (the "*Hotel Unit*"), a commercial office building (the "*Office Unit*"), and various retail and restaurant buildings, each of which will be separate condominium units ("*Units*") under separate ownership. The Units will rest on a structural podium which, in turn, will rest on a three-level parking structure (the "*Parking Structure*") containing at least 415 parking stalls (the "*Parking Stalls*"). The legal descriptions of

the Project Area, of Lot 2 of the Project Area and of the Parking Structure within said Lot 2 are set forth in **ATTACHMENT NO. 1** to this Agreement.

E. Level P1 of the Parking Structure will contain approximately 217 Parking Stalls, Level P2 will contain approximately 145 Parking Stalls, and Level P3 will contain approximately 55 Parking Stalls. Each level within the Parking Structure will be included within one of the Units, with Levels P1 (comprising Unit 2B-1 and sometimes called "*Parking Level 1*") and P3 (comprising Unit 2B-3 and sometimes called "*Parking Level 3*") being included in the Office Unit (comprising Unit 2B), and Level P2 (comprising Unit 2A-2 and sometimes called "*Parking Level 2*") being included within the Hotel Unit (comprising Unit 2A). The use of all Parking Stalls will be monitored at the gates of the Parking Structure as vehicles enter and exit. Grantor will erect access gates, ticketing/payment booths or kiosks, or other similar improvements in the Parking Structure to aid in controlling access to and use of the Parking Structure.

F. Grantor has recorded or will record a master declaration of covenants, conditions and restrictions and a first amendment to such master declaration (collectively, the "*Master Declaration*") against the entire Project and has recorded or will record the condominium declaration (the "*Condominium Declaration*") (the Master Declaration and the Condominium Declaration are collectively referred to herein as the "*Declarations*") against Lot 2 of the Project in connection with the development of the Project. The Condominium Association will be responsible for operation and maintenance of the Project's common areas and for performing other duties described in the Declarations and the "Master Parking Agreement" (the "*Master Parking Agreement*") that will encumber the Units as contemplated by the Condominium Declaration.

G. Grantor and Agency have or will enter into a "Development Agreement" (the "*Development Agreement*") for the Project whereunder, among other provisions, Agency will issue the Private Bond (as defined in the Development Agreement) and pay up to $7.75 Million (the "*Purchase Price*") of public funds which originated from County—for, *inter alia*, a perpetual, exclusive easement for public parking in certain of the Parking Stalls during certain times on certain days as explained in the Development Agreement and this Agreement, which funds will be recouped by Agency and County through future tax increment payments arising from the Project as contemplated by the Plan (the "*Tax Increment*").

H. Agency's and County's decision to purchase such parking rights and easement is based on their determination that the availability of public parking in the Project likely will help alleviate traffic and vehicle congestion in Big Cottonwood Canyon and Little Cottonwood Canyon, thereby furthering the health, safety and welfare of City and County residents and being in accord with the public purposes and provisions of the applicable state laws and requirements under which development of the Project Area is undertaken.

I. The Parties desire to enter into and record this Agreement to evidence and assure that the parking rights and easement in and to the Parking Structure accrue and perpetually are available to Agency, County and the public as provided in the Development Agreement and this Agreement.

AGREEMENT:

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

Section 1. **Grant of Public Easements**. Conditioned on full and timely performance of all of Agency's funding obligations and issuance of the Private Bond, all as provided in the Development Agreement, Grantor hereby **grants, conveys and warrants** to Agency and County, and their respective successors and assigns, for the use and benefit of the general public, the following perpetual, irrevocable easements (the "*Public Easements*") on the Parking Structure and the surrounding Project Area to the extent necessary to provide access to Canyon Centre Parkway:

(a) *Public Parking*.

(i) An exclusive easement for the general public to use the Parking Stalls as specified below:

(A) 80 of the Parking Stalls located on Parking Level 1 (the "*Exclusive Public Stalls*") shall be designated for exclusive use by the general public 24 hours per day, 365 days per year. Signage stating "CANYON PARKING ONLY. No Hotel/Office Parking," or other verbiage specified by Grantee, shall be placed by each of the Exclusive Public Stalls to clarify that such stalls may not be used by employees, customers or other users of the Office Unit or the Hotel Unit. Such signage, its size, color, letter font and placement, shall be subject to the prior reasonable approval of Grantee. The location of the 80 Exclusive Public Stalls may not be modified without Grantee's prior written consent; and

(B) Other Parking Stalls (the "*Nonexclusive Public Stalls,*" which term shall not include any of the Exclusive Public Stalls) in addition to the Exclusive Public Stalls shall be designated for use by the general public as follows:

(1) 137 of the Parking Stalls located on Parking Level 1 shall be available for Public Use (defined below) from 6:00 p.m. to midnight on business days and from 6:00 a.m. to midnight on weekends and federal or state holidays (excluding Columbus Day and Veterans Day); and

(2) An additional 65 of the Parking Stalls located on Parking Level 2 shall be available for Public Use on weekends and federal or state holidays (excluding Columbus Day and Veterans Day), with 40 of those stalls designated for Public Use from 6:00 a.m. to midnight, and the remaining 25 of those stalls designated for Public Use from 6:00 a.m. to 6:00 p.m.

The 24/7/365 public use times for the Exclusive Public Stalls and the above-specified public use times for the Nonexclusive Public Stalls are collectively referred to herein as the "*Public Use Times.*"

(ii) The Exclusive Public Stalls, and the Nonexclusive Public Stalls during the Public Use Times, as described above are referred to herein as the "*Public Stalls.*" The location and grouping of the Public Stalls are depicted on the shared parking plan (the "*Shared Parking Plan*") which is attached hereto as **ATTACHMENT NO. 2** to this Agreement. In this Agreement, the term "*Public Use*" means use of the Public Stalls as provided in this Section 1(a).

(iii) In order to reduce congestion in Big Cottonwood Canyon and Little Cottonwood Canyon, use of the 80 Exclusive Public Stalls shall be reserved for members of the general public who are then visiting those canyons and shall not be available for use by owners, tenants, occupants, customers, guests or invitees of any Unit except to the extent, and for the

duration, that such persons are then visiting those canyons. Grantee may modify the scope of permissible Public Use of the Exclusive Public Stalls beyond solely parking for canyon visitors by written resolutions enacted by both Agency and County. Grantee also may, at its cost, erect access gates, ticketing/payment booths or kiosks, or other similar improvements in an appropriate location in the Parking Structure to further prevent or discourage unauthorized use (defined below) of the 80 Exclusive Public Stalls, subject to the Condominium Association's input and prior approval, which may not be withheld, delayed or conditioned unreasonably. Grantee also shall have the right to enforce against unauthorized use of the 80 Exclusive Public Stalls through ticketing, towing, "booting" or other commercially reasonable enforcement methods, with the resulting proceeds belonging solely to Grantee ("*Enforcement Methods*"). In this Agreement, "*unauthorized use*" means use of Parking Stalls by a user or in a manner that is not specifically authorized by this Agreement and the Shared Parking Plan.

During the Public Use Times, Public Use of the Nonexclusive Public Stalls (A) shall include use by members of the general public when taking advantage of the Condominium Project amenities, while visiting the Park, or while visiting the nearby canyons, (B) shall include use by visitors or customers of the Units other than lodging guests of the Hotel Unit (who are provided with adequate parking under the Master Parking Agreement), but (C) shall not include owners, tenants, occupants, or employees of any Unit or a business conducted within any Unit. Notwithstanding the foregoing, however, Grantee may, in its sole discretion, grant in writing a Unit Owner's written request for a temporary license to use certain Nonexclusive Public Stalls for employee parking during certain Public Use Times.

All users of the Public Stalls shall pay the same Parking Fees. The Condominium Association (or its replacement as the manager of the Parking Structure under the Condominium Declaration and/or the Master Parking Agreement), in consultation with Grantee, shall take such steps as may be reasonably available to prevent and/or to penalize unauthorized use of the Nonexclusive Public Stalls; provided that if notwithstanding such steps Grantee reasonably suspects a pattern of unauthorized use of the Nonexclusive Public Stalls, then Grantee may so inform the Condominium Association in writing and, following at least ten days after the giving of such notice, Grantee may institute Enforcement Methods for its own benefit which are reasonably designed to cause offenders to avoid, remedy and/or cease unauthorized use of the Nonexclusive Public Stalls. Grantee's use of Enforcement Methods as to the Nonexclusive Public Stalls shall be undertaken in a phased manner proceeding from least to most severe only as reasonably deemed necessary by Grantee, in consultation with the Condominium Association, to accomplish Grantee's goal of eliminating unauthorized use of the Nonexclusive Public Stalls.

The Public Stalls shall not be considered to be available to meet the parking needs of any Unit(s) of the Condominium Project, or of any other portions of the Project, when analyzing the availability of adequate parking to meet City's requirements in connection with any land use application concerning such other Unit(s) or portion. To further reduce the possibility of non-public use of the Public Stalls by employees of the Office Unit, there shall be no uses or leases of the Office Unit requiring, in the aggregate taking into account all such uses and leases, use or allocation of over four and one-half (4.5) Parking Stalls per 1,000 square feet of leasable floor area, measured under applicable City parking standards.

The Condominium Association shall cause the Hotel Unit and the Office Unit to adopt and consistently follow policies and procedures whereby the owners, tenants, occupants, customers, guests and invitees of those Units regularly are given clear instructions on when and where to park in the Parking Structure in a manner that will not impair the public's rights to exclusive use of the

80 Exclusive Public Stalls at all times or of the Nonexclusive Public Stalls during the Public Use Times. The Condominium Association may also develop, adopt and consistently follow policies and procedures whereby the public is regularly given clear instructions on when and where to park in the Parking Structure in a manner that will not impair the rights of the Unit owners to utilize the Parking Stalls that are not Public Stalls hereunder or at times other than the Public Use Times at the time set forth in the Shared Parking Plan.

(b) *Ingress, Egress and Travel*. A non-exclusive easement from Canyon Centre Parkway across the Project Area to the Parking Structure, and within the Parking Structure, for ingress and egress, and pedestrian and vehicular travel, associated with public use of the Public Stalls hereunder.

Section 2. **Parking Management Committee**. If the Condominium Association creates any committee, board or other body under the Master Parking Agreement, under the Condominium Declaration, or otherwise, for the purpose of managing the Parking Structure (the "*Parking Management Committee*"), Agency or its designee shall permanently have a voting membership seat on such body. If the Condominium Association does not delegate such management function to a Parking Management Committee, then Agency or its designee shall be entitled to receive prior notice of, and the right to attend and give input in, all Condominium Association meetings where operation of the Parking Structure and the public use thereof is to be discussed.

Section 3. **Public Parking Fees**. The fees for public parking in the Parking Structure shall be set from time to time by the Condominium Association or the Parking Management Committee, as applicable, in a manner that promotes, rather than discourages, public parking in the Parking Structure and in an amount that results in income from the Public Stalls in an amount sufficient to pay up to 20% of "Parking Assessments" pursuant to and as defined in the Master Parking Agreement. Notwithstanding the foregoing, the fees charged for public use of any Public Stall may not at any time exceed the lesser of (a) the average fee for public parking in three comparable parking structures outside the central business district (i.e., 400 West to 200 East, inclusive, between North Temple and 600 South, inclusive) of downtown Salt Lake City, as reasonably designated by Agency, or (b) 75% of the average fee for public parking in three comparable parking structures within the central business district of downtown Salt Lake City, as reasonably designated by Agency, or (c) $1.50 per hour, adjusted for any changes in the Consumer Price Index between the date of this Agreement and the date of the proposed adjustment to such public parking fees. As used herein, "*Consumer Price Index*" shall mean the consumer price index published by the United States Department of Labor, Bureau of Labor Statistics, U.S. City Average, All Items and Major Group Figures for Urban Wage Earners and Clerical Workers (1982-84=100). Should the Bureau of Labor Statistics discontinue the publication of said index, or publish the same less frequently, or alter the same in some other manner, then the Agency shall use as a reference a substitute index or substitute procedure which reasonably reflects and monitors consumer prices. Further, if the base year "(1982-84=100)" or other base year used in computing the Consumer Price Index is changed, the figures used in making the rental adjustments required herein shall be changed accordingly so that all increases in the Consumer Price Index are taken into account notwithstanding any such change in the base year. The designation of "comparable parking structures" pursuant to (a) and (b) above will be subject to the prior notice to and input from the Condominium Association. The provisions of this Section 3 shall not impair Grantee's right to employ Enforcement Methods and to retain the proceeds thereof as provided in Section 1 of this Agreement.

Section 4. **Maintenance, Repair and Replacement**. The Condominium Association perpetually shall, or shall cause, the Parking Structure to be maintained in a good, attractive and usable condition for the benefit of, *inter alia*, Grantee and the public in their ownership, use and enjoyment of the Public Easements under this Agreement. Neither Agency, County nor the public shall have any maintenance, repair or replacement obligations concerning the Parking Structure notwithstanding their ownership, use and enjoyment of the Public Easements, the Parties acknowledging that the Purchase Price (including issuance of the Private Bond) is fair and adequate consideration for, *inter alia*, exculpation of Grantee from any and all responsibility for the future costs of maintaining, repairing or replacing the Parking Structure. Instead, all short-term and long-term maintenance, repair and replacement of the Parking Structure shall be the responsibility of or otherwise assured by the Condominium Association, and shall be governed by the Condominium Declaration and/or the Master Parking Agreement which will impose on the Condominium Association or the Unit Owners **all** costs and expenses of maintenance, repair and replacement of the Parking Structure; provided, however, that the portion of the Tax Increment that is specifically designated in the "Distribution Chart" attached to the Development Agreement for use in operation and maintenance of the Parking Structure shall be available to defray those costs and expenses and further provided that, except for monies derived from Grantee's use of Enforcement Methods as provided above (which shall belong to Grantee), all parking fees received from use of the Public Stalls shall be received by the Condominium Association and used in connection with such costs and expenses.

Section 5. **Duration**. The Public Easements granted herein shall be perpetual in duration.

Section 6. **Covenants Run with Land**. The Public Easements shall (a) create an equitable servitude on the Project, including Lot 2 and the Parking Structure, in favor of Grantee; (b) constitute a covenant running with the land; (c) bind every person having any fee, leasehold or other interest in any portion of the Project at any time or from time to time; and (d) inure to the benefit of and be binding upon the Parties and their respective successors and their assigns.

Section 7. **Assignment**. Each of Agency and County freely may assign its rights and/or delegate its duties under this Agreement to other governmental entities acting on behalf of the general public, including an interlocal entity such as a public parking authority or agency. The assignor shall notify the other Parties in writing of any such assignment/delegation. No such assignment/delegation shall relieve the Assignor of the responsibility to ultimately assure full and timely performance of its obligations hereunder.

Section 8. **Default and Remedies**. In the event of any breach of this Agreement by a Party, the non-breaching Party may give the breaching Party written notice describing the breach and ten days in which to cure. Should the breaching Party fail to cure such breach within the ten day cure period, the non-breaching Party may pursue any and all the remedies available to it at law or in equity, including specific performance.

Section 9. **Recordation**. This Agreement shall be recorded in the office of the Salt Lake County Recorder before any transfer of a Unit from Grantor or, if none has by then occurred, upon completion of construction of the Parking Structure, as provided in the Development Agreement.

Section 10. **Estoppel Certificate**. Within ten business days after request, each party shall furnish to the other party, for use by such party and/or potential buyers, lenders, and tenants,

a statement describing any alleged breaches of this Agreement, or if none, so stating, and such other matters relating to this Agreement as may be reasonably requested.

Section 11. **General Provisions**. The following provisions are also integral parts of this Agreement:

(a) *Binding Agreement.* This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the respective Parties.

(b) *Captions.* The headings used in this Agreement are inserted for reference purposes only and shall not be deemed to define, limit, extend, describe, or affect in any way the meaning, scope or interpretation of any of the terms or provisions of this Agreement or the intent hereof.

(c) *Counterparts.* This Agreement may be signed in any number of counterparts with the same effect as if the signatures upon any counterpart were upon the same instrument. All signed counterparts shall be deemed to be one original.

(d) *Severability.* The provisions of this Agreement are severable, and should any provision hereof be void, voidable, unenforceable or invalid, such void, voidable, unenforceable, or invalid provision shall not affect the other provision of this Agreement.

(e) *Waiver of Breach.* Any waiver by either party of any breach of any kind or character whatsoever by the other, whether such be direct or implied, shall not be construed as a continuing waiver of or consent to any subsequent breach of this Agreement.

(f) *Amendment.* This Agreement may not be materially modified except by an instrument in writing signed by the Parties, the Condominium Association, the owner of the Hotel Unit and the owner of the Office Unit.

(g) *Time of Essence.* Time is the essence in this Agreement.

(h) *Interpretation; Venue.* This Agreement shall be interpreted, construed, and enforced according to the substantive laws of the state of Utah. In any action brought to enforce the terms of this Agreement, the Parties agree that the appropriate venue is the Third Judicial District Court in and for Salt Lake County, Utah.

(i) *Notices.* Any notice or other communication required or permitted to be given hereunder shall be deemed to have been received:

(i) Upon personal delivery or actual receipt thereof; or

(ii) Within three (3) days after such notice is deposited in the United States mail, certified mail postage prepaid and addressed to the parties at their respective addresses specified above or any substitute or additional address(es) previously specified by a Party to the other Parties by written notice.

(j) *Exhibits and Recitals.* The Recitals set forth above and all exhibits to this Agreement are incorporated herein to the same extent as if such items were set forth herein in their entirety within the body of the Agreement.

(k) *Governmental Immunity*. Agency and County are governmental entities under the Governmental Immunity Act, UTAH CODE ANN. Section 63G-7-101 *et. seq.* (the "*Immunity Act*"). Consistent with the terms of the Immunity Act, the Parties agree that each Grantee is responsible and liable for the wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither Grantee waives any defenses or limits of liability otherwise available under the Immunity Act and all other applicable law, and each Grantee maintains all privileges, immunities, and other rights granted by the Immunity Act and all other applicable laws.

(l) *Attorney's Fees*. In the event any action or proceeding is taken or brought by a Party against another Party concerning this Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial, on appeal or in any bankruptcy or insolvency proceeding.

DATED effective 24 December 2018.

GRANTOR:

CANYON CENTRE CAPITAL, LLC,
a Utah limited liability company

By: **C.W. MANAGEMENT CORPORATION,**
a Utah corporation, its Manager

By:_____
Chris McCandless, President

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

On this ___ day of December 2018, personally appeared before me **Chris McCandless**, who duly acknowledged to me that he signed the foregoing agreement as the President of **C.W. Management Corporation**, a Utah corporation acting in its capacity as the manager of **Canyon Centre Capital, LLC**.

_____
Notary Public

CONDOMINIUM ASSOCIATOIN:

THE CANYON CENTRE CONDOMINIUM ASSOCIATION, a Utah non-profit corporation

By: _____
Christopher K. McCandless, President

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

On this ___ day of December 2018, personally appeared before me **Christopher K. McCandless**, who duly acknowledged to me that he signed the foregoing agreement as the President of **THE CANYON CENTRE CONDOMINIUM ASSOCIATION**, a Utah non-profit corporation.

_____
Notary Public

GRANTEE:

AGENCY:

ATTEST:

COTTONWOOD HEIGHTS COMMUNITY DEVELOPMENT AND RENEWAL AGENCY

By: _____
Paula Melgar, Secretary

By: _____
B. Tim Tingey, CEO

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

On this 21st day of December 2018, personally appeared before me **B. Tim Tingey** and **Paula Melgar**, who duly acknowledged to me that they signed the foregoing agreement as the CEO and the Secretary, respectively, of the **Cottonwood Heights Community Development and Renewal Agency**.

_____
Notary Public

COUNTY:

SALT LAKE COUNTY

By: _____
Mayor or Designee

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

On this ____ day of December 2018, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of **Salt Lake County** by authority of law.

_____
Notary Public

ATTACHMENT NO. 1

(Legal Descriptions of the Project Area, Lot 2 and the Parking Structure)

PROJECT AREA:

CANYON CENTRE Amending Wasatch Gates Subdivision, according to the official plat recorded on April 8, 2015 as Entry No. 12026637, in Book 2015P of Plats, at Page 83 of the official records of the Salt Lake County Recorder.

Tax Parcel Nos. 22-25-176-022; 22-25-176-023; 22-25-176-024; 22-25-180-001; and 22-25-180-003 through 22-25-180-019 inclusive.

LOT 2:

Lot 2, **CANYON CENTRE Amending Wasatch Gates Subdivision**, according to the official plat recorded on April 8, 2015 as Entry No. 12026637, in Book 2015P of Plats, at Page 83 of the official records of the Salt Lake County Recorder.

Tax Parcel No. 22-25-176-023

PARKING STRUCTURE:

The three-level "underground" parking structure containing approximately 415 total stalls which is located on Lot 2 of the **CANYON CENTRE Amending Wasatch Gates Subdivision**, according to the official plat recorded on April 8, 2015 as Entry No. 12026637, in Book 2015P of Plats, at Page 83 of the official records of the Salt Lake County Recorder, with said Lot 2 constituting Tax Parcel No. 22-25-176-023.

Such parking structure is designated as Unit 2B-1 (also known as Parking Level 1 or P1), Unit 2A-2 (also known as Parking Level 2 or P2), and Unit 2B-3 (also known as Parking Level 3 or P3) of the **CANYON CENTRE CONDOMINIUMS (AMENDING LOT 2 OF CANYON CENTRE)** according to the official plat thereof now or hereafter on file and of record in the office of the Recorder of Salt Lake County, Utah.

ATTACHMENT NO. 2

(Attach Shared Parking Plan)