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12/30/2020 1:22:00 PM \$40.00  
Book - 11090 Pg - 9167-9204  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 38 P.

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

Redevelopment Agency of Salt Lake City  
Attn: Chief Operating Officer  
451 South State Street, #118  
P.O. Box 145518  
Salt Lake City, Utah 84114-5518  
*011A 13/1778- JTF*

**DEVELOPMENT AGREEMENT**

This Development Agreement ("Agreement") is made and entered into as of the 29 day of December, 2020 by and between the Redevelopment Agency of Salt Lake City, a public agency (the "RDA"), and 255 State, LLC, a Utah limited liability company (the "Developer"), collectively referred to herein as the "Parties", and individually as a "Party."

A. The RDA and the Developer's predecessor-in-interest ("**Brinshore Development, LLC**") entered into that certain Purchase and Sale Agreement dated as of September 28, 2018 (the "**Purchase Agreement**"), pursuant to which RDA agreed to sell to Brinshore Development, LLC, on the terms and conditions contained therein, certain real property located in Salt Lake City, Utah.

B. Brinshore Development, LLC assigned the Purchase Agreement to Brinshore Utah, LLC ("**Buyer**"). RDA consented to this assignment on the condition that Buyer and Buyer's successors and assigns would enter into this Agreement as required by the Purchase Agreement.

C. Buyer has purchased certain real property and conveyed a portion of the Property (as defined below) to Developer on the condition that Developer would comply with the terms of the Purchase Agreement.

D. Pursuant to the terms of the Purchase Agreement agreed to by Developer, Developer shall construct certain improvements (as more particularly defined below, the "**Developer Improvements**") in accordance with the terms of this Agreement.

E. Buyer has purchased and conveyed the Property (as defined below) to Developer on the date hereof and, in connection with such closing, the RDA and Developer desire to enter into this Agreement;

NOW, THEREFORE, the Parties agree as follows:

**SECTION 1: Definitions**

1.1 **Definitions**

As used herein, the following terms have the meanings respectively indicated:

"**Agreement**" means this Development Agreement and all Exhibits, as amended from time to time.

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*FOR REFERENCE/INFORMATION ONLY:  
PAYMENT TAX PARCEL NOS.  
16-06-157-001, 16-06-157-002,  
16-06-157-003, 16-06-157-004*

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**“Architect”** means KTG Architecture + Planning, the independent Utah licensed architect hired by the Developer to perform design and architectural services in connection with the Developer Improvements.

**“Architect Contract”** means that certain Standard Form of Agreement (AIA Document B1105-2007) dated as of September 13, 2019 between the Developer and the Architect, as amended on March 24, 2020 and September 25, 2020.

**“Certificate of Completion”** has the meaning specified in Section 3.5 below.

**“City”** means Salt Lake City Corporation, a municipal corporation.

**“Contractor”** means Wadman Corporation, the independent Utah licensed contractor hired by the Developer to construct the Developer Improvements.

**“Construction Contract”** means that certain Stipulated Sum Contract executed on the date hereof between the Developer and the Contractor pursuant to which Contractor has agreed to construct the Developer Improvements.

**“Construction Financing Documents”** means all of the documents evidencing and securing the equity and debt financing for the Developer Improvements, including without limitation a construction loan agreement between the Developer and the Lender

**“Design Documents”** has the same meaning as this term is defined in the Purchase Agreement, which defines the term as the conceptual design for the Project, the schematic design drawings containing the overall plan for the Project, including elevations, square footage of units, building height and number of floors, common areas and open space, setbacks, and street frontage. These documents which were approved by the RDA pursuant to the Purchase Agreement.

**“Developer Improvements”** means the improvements to be constructed on the Property by the Developer as described in Exhibit B attached hereto. Some, but not all, of the developer improvements are depicted on the Site Plan, which only details the development of the ground floor.

**“Event of Default”** has the meaning set forth in Section 6.1 below.

**“Events of Force Majeure”** means any event or period of delay preventing the performance of the Developer’s obligations, which delay is caused by strikes, lock-outs, fire or other casualty, inclement weather abnormal for the period of time and not reasonably anticipatable, the elements or acts of God, war, riot, insurrections or shortages of or commercially unreasonable delays in the delivery of construction materials (which have been ordered in a timely manner), pandemic, or other causes, other than financial and managerial, beyond the reasonable control of the Developer or the Contractor, or their subcontractors of any tier, agents, or employees.

**“Final Construction Documents”** has the same meaning as this term is defined in the Purchase Agreement, which defines the term as the design development drawings for the Project, containing at least 60% or more construction documents and which shall include the exterior of all buildings, including windows and doors, the materials used for all buildings, the location and design of all common areas and open spaces, and the location of all parking areas and walkways; and the final construction documents for the Project, in sufficient detail to obtain a building permit. These documents which were approved by the RDA pursuant to the Purchase

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Agreement. A copy of the index sheet of the Final Construction Documents is attached hereto as Exhibit E.

“**Lender**” or “**Lenders**”, if more than one, means the RDA.

“**Material Change**” means (i) with respect to any portion of commercial improvements, an increase or decrease in the square footage of such portion of commercial improvements by more than five percent (5%), (ii) with respect to any type of housing units, an increase or decrease in the number of such type of housing units by more than five percent (5%), provided there is no decrease in the number of affordable units, (iii) with respect to parking spaces, an increase or decrease in the number of parking spaces by more than five percent (5%), (iv) with respect to any other element of the Developer Improvements, a reduction in the size of such element by more than five percent (5%), (v) with respect to any element of the Developer Improvements, a substitution of any materials or a change in design from that specified in the Final Construction Documents that has a lower cost, or (vi) any other change in the Final Construction Documents that deviates from the Developer’s original proposal for the use, operation, or development of the Property.

“**Right to Repurchase Agreement**” means that certain Right to Repurchase Agreement of even date herewith between the RDA and the Developer.

“**Property**” means the real property purchased pursuant to the Purchase Agreement, upon which the Developer Improvements are to be constructed, as more particularly described on Exhibit A attached hereto.

“**Punchlist Items**” means incompletely or improperly constructed items that are qualitatively minor and that do not materially impair a tenant’s ability to use the Developer Improvements for their intended purpose or materially impair a tenant’s ability to occupy the Developer Improvements.

“**RDA**” means the Redevelopment Agency of Salt Lake City, a public agency, and includes any successor designated by the RDA or succeeding to the RDA.

“**Records**” has the meaning set forth in Section 3.11 below.

“**Schedule of Development**” means the respective times for the completion of the construction of the Developer Improvements set forth in Exhibit D attached hereto.

“**Site Plan**” means the site plan attached hereto as Exhibit C that generally depicts the Property and the configuration of the Developer Improvements on the ground floor. While the site plan does not depict any of the residential improvements or all the parking improvements because these improvements are not on the ground floor, such improvements are nevertheless Developer Improvements.

## **SECTION 2: Requirements for the Development of the Property**

2.1 **Site Preparation, Construction Staging.** If construction will impact neighboring property owners, before commencing any construction activities on the Property, site preparation and construction staging be coordinated to cause as minimal impact as reasonably possible.

2.2 **Insurance, Building Permits and Bonds.** Prior to commencing any construction activities on the Property or adjacent property or any construction staging area, the Developer shall (or the Developer shall cause the Contractor to) deliver to the RDA the following:

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(a) certificates of insurance and endorsements for additional insured or loss payees verifying that the insurance required under Sections 2.3, 2.4 and 2.5 has been obtained.

(b) copies of all permits, including without limitation building permits, which are required by the City or any other governmental agency having jurisdiction over the construction of the Developer Improvements.

(c) a performance bond and a payment bond from the Contractor, naming the Contractor as principal and the RDA and the Developer as dual obligees, jointly and severally (except under no circumstance will the RDA assume affirmative obligations under the construction contracts), written on bond forms, approved by the RDA and the Developer in a penal amount of not less than the full amount of the contract price for the construction of the Developer Improvements, together with (i) a certified and current copy of the power of attorney for the attorney-in-fact who executes the bonds on behalf of the surety and (ii) evidence that the penal sum shall be within the maximum specified for such surety; provided, however, that if the Construction Financing Documents require payment and performance bonds and the requirements for such bonds are reasonably acceptable to the RDA, then the RDA will accept such bonds to satisfy the requirements of this Agreement.

(d) The Developer shall have delivered to the RDA a completion bond naming the Developer as principal and the RDA as obligee (except under no circumstance will the RDA assume affirmative obligations under the construction contracts) written on a bond form, approved by the RDA, in a penal amount of not less than the full amount of the contract price for the construction of the Developer Improvements. Such bond shall be secured from a surety authorized to do business in the State of Utah and rated A- or better by the A. M. Best Company at the time of issuance of the bond and holding certificates of authority as an acceptable surety on federal bonds as listed by the United States Department of Treasury (Circular 570, as amended) in its most recent list at the time of issuance of the bond. The penal sum shall be within the maximum specified for such surety. The attorney-in-fact who executes the bonds on behalf of the surety shall affix to the bond a certified and current copy of his or her power of attorney.

(e) In the alternative to providing the RDA the bonds referenced in subsections (c) and (d) above, Developer may instead select a third-party construction management company to oversee the construction and completion of the Developer Improvements at Developer's cost and expense. Such third-party construction management agreement shall be subject to the approval of the RDA, not to be unreasonably withheld, conditioned or delayed.

2.3 Property Insurance. During the course of construction, Developer shall maintain, or shall cause the Contractor to maintain, at least the following minimum insurance coverages:

(a) Builder's "all risk" insurance, in an amount equal to 100% of the hard dollar cost of construction. A Permission for Occupancy endorsement is to be included at the time the policy is first issued. This policy is to include a soft costs endorsement, including,

without limitation, loss of renal income. The amount of the soft costs endorsement to equal 10% of the insured hard dollar cost of construction.

(b) The RDA shall be named as an additional named insured or loss payee of such insurance policy. Such insurance shall include the interests of the RDA, the Developer, Contractor and any subcontractors and sub-subcontractors in the work. Such property insurance shall be on an all-risk policy form and shall insure against the perils of fire and extended coverage and physical loss or damage including, without duplication of coverage, flood, earthquake, theft, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal, including demolition occasioned by enforcement of any Applicable Requirements, and shall cover reasonable compensation for the Architect's services and expenses required as a result of such insured loss. The Developer shall also maintain Boiler and Machinery Insurance which shall specifically cover such insured objects during installation until final acceptance by the Developer.

(c) General public liability insurance against claims for bodily injury, death, or property damage occurring on, in or about the Project and the adjoining parking area, streets, sidewalks, and passageways, with bodily injury, loss of life, and property damage coverage with limits not less than \$1,000,000 per occurrence and \$2,000,000.00 in the aggregate, and an endorsement naming RDA as an additional insured. The Developer shall also maintain Excess and/or Umbrella liability insurance at \$5,000,000.

2.4 Contractor's Insurance. The Developer shall cause the Contractor to maintain insurance with at least the following minimum insurance coverages:

(a) Workers' compensation insurance in the amount of the statutory limit;

(b) Employers' liability insurance in an amount not less than \$1,000,000; and

(c) The Contractor's Comprehensive Automobile Liability Insurance, including coverages of owned, non-owned and hired vehicles, shall be written with combined single limits (including personal injury liability, bodily injury liability, and property damage liability) of not less than \$1,000,000 per each occurrence during the policy year.

(d) The Contractor's General Liability Insurance shall be written on a Commercial General Liability coverage form, which coverages shall include Independent Contractor's Liability coverage, Blanket Contractual Liability Endorsement, premise and operation coverage, Broad Form Property Damages Endorsement, explosion, collapse and underground hazard coverage, fire legal liability coverage, Product-Completed Operations coverage (which shall be kept in effect for two years after the completion of the Developer Improvements), use and exposure of the Tower Crane, and Personal Advertising Injury Coverage. The coverage limits shall be not less than the following:

- (i) Each Occurrence limit - \$1,000,000
- (ii) General Aggregate - \$2,000,000
- (iii) Product/Completed Operations Aggregate - \$2,000,000
- (iv) Personal and Advertising Injury Limit - \$2,000,000
- (v) Umbrella/Excess Liability limit - \$10,000,000

The Developer and the RDA shall be additional named insureds on the Contractor's General Liability Insurance and Comprehensive Automobile Liability Insurance. The Contractor's General Liability Insurance and Comprehensive Automobile Liability Insurance shall be provided on an "occurrence" form and not on a "claims made" form.

2.5 Architect's Insurance. The Developer shall cause the Architect to continuously maintain during its performance of professional services, insurance as follows:

(a) General Liability Insurance written on an occurrence basis with per claim and aggregate annual limits of liability of not less than \$1,000,000 and with a deductible or self-insured retention of not greater than \$10,000; and

(b) Professional liability insurance with per claim and aggregate annual limits of liability of not less than \$2,000,000 and with a deductible or self-insured retention of not greater than Fifty Thousand Dollars (\$50,000).

The Professional Liability Insurance shall be maintained without interruption for a period of two (2) years after the date of the completion of the Developer Improvements. The Developer and the RDA shall be additional named insureds on the Architect's General Liability Insurance.

2.6 Insurance Requirements Generally. Each insurance policy and bond required hereunder must be issued by a company lawfully authorized to do business in the State of Utah rated A- or better with a financial size category of class VIII or larger by A.M. Best Company and, in the case of the bonds, from a surety holding a certificate of authority as an acceptable surety on federal bonds as listed by the United States Department of Treasury (Circular 570, as amended) in its most recent list at the time of issuance of the applicable bond. The Developer shall, and shall obtain the agreement of the Contractor and the Architect to, permit the RDA, upon request, to examine the original insurance policies required hereby along with any endorsements thereto. In the event the aggregate annual limits of any insurance policies required in Sections 2.3 and 2.4 above are depleted below the aggregate annual limits required set forth therein because of payment of claims, defense costs or any other reason, the Developer shall require that the Contractor or the Architect, as the case may be, purchase such additional insurance coverage as is necessary to cause such insurance policy(ies) to achieve the aggregate annual limits of liability required in Sections 2.3 and 2.4 above. The Developer shall provide in its contracts with the Contractor and the Architect that if the Contractor or the Architect at any time neglects or refuses to provide the insurance required herein, or should such insurance be canceled, the Developer shall have the right, but not the obligation, to procure the same at the cost and expense of the Contractor and the Architect, and the cost thereof may be deducted by the Developer from any monies then due or thereafter to become due to the Contractor and the Architect. The Developer shall promptly exercise its rights under such contracts. The Developer shall bear all costs, expenses, and damages incurred by the RDA arising from such failure to purchase and maintain insurance required by this Agreement.

### **SECTION 3: Agreements to Develop the Property**

3.1 Developer Obligation. The Developer agrees to cause the Property to be developed in accordance with the terms and provisions set forth in this Agreement.

3.2 Construction of Developer Improvements. Prior to the date specified in the Schedule of Development, the Developer shall commence and thereafter diligently prosecute to completion the construction of the Developer Improvements in accordance with this Agreement.

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By the date set forth in the Schedule of Development, the Developer shall substantially complete the Developer Improvements in accordance with the Final Construction Documents and the requirements of all governmental authorities and fire underwriters, except for "Punchlist Items." The Developer shall have an additional 60 days to complete the Punchlist Items.

3.3 Cost of Construction of Developer Improvements. The cost of demolition and developing, and constructing the Developer Improvements and all other costs shall be borne solely by the Developer.

3.4 Change Orders for Construction Documents. If a proposed change order to the Construction Contract constitutes a Material Change, the Developer must obtain RDA's written approval. The RDA shall have five business days to review any such proposed change order. No approval shall be required for a change order of less than \$50,000 in any one instance or \$250,000 in the aggregate.

3.5 Certificate of Completion.

(a) Within 60 days after completion of all construction and development of the Developer Improvements, the Developer shall provide to the RDA:

(i) a certificate to that effect signed by the Developer and the Architect.

(ii) a certificate from the Architect certifying that the construction of the Developer Improvements is consistent with the design elements required to achieve at least the "gold" level according to the LEED standards established by the U.S. Green Building Council or equivalent, as approved by the RDA. The RDA has determined that Enterprise Green Communities is an equivalent standard.

(iii) a written project report to the RDA, which shall include the following information:

- (A) Total square footage of the Developer Improvements.
- (B) Total development cost,
- (C) Description of the development, and
- (D) Lease rates for the Developer Improvements (if applicable).

(b) Upon written request by the Developer and if the RDA finds that the certificates provided in subsection (a) are in order and Developer provides a Certificate of Occupancy for the Developer Improvements issued by the City, the RDA shall furnish the Developer a certificate of completion ("**Certificate of Completion**"). The Certificate of Completion shall be a preliminary determination of satisfactory completion of the Developer's obligations required by this Agreement with respect to the Developer Improvements and the Certificate of Completion shall so state. Notwithstanding any issuance of a Certificate of Completion, the duty of the Developer to construct the Developer Improvements in accordance with the Final Construction Documents shall

survive the issuance of a Certificate of Completion and causes of action related to the Developer Improvements shall be limited solely by the applicable statute of limitations. A Certificate of Completion shall be in recordable form and may, at the option of the Developer, be recorded in the Recorder's Office of Salt Lake County, and upon such recordation of the Certificate of Completion, this Agreement shall be terminated of record.

(c) If the RDA refuses or fails to furnish a Certificate of Completion for the Developer Improvements within 20 days after a written request from the Developer, the RDA shall, within five days of written request therefor, provide the Developer with a written statement of the reasons the RDA refused or failed to furnish a Certificate of Completion. The statement shall also contain the RDA's opinion of the actions the Developer must take to obtain a Certificate of Completion. A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance the Developer Improvements, or any part thereof.

3.6 Rights of Access. For the purpose of assuring compliance with this Agreement, so long as they comply with all safety rules of the Developer and its Contractor, including signing a standard construction area release, representatives of the RDA shall have the right of access to the Property without charges or fees, during the period of construction for the purposes of this Agreement, including, but not limited to, the inspection of the work being performed in constructing the Developer Improvements. In addition, the RDA shall have the right to enter the Property (and the improvements thereon) or any part thereof at all reasonable times for the purpose of exercising the RDA's remedies, including cure rights contained in this Agreement and for the construction, reconstruction, maintenance, repair or service of any public improvements or public facilities located on the Property.

3.7 Local, State and Federal Laws. The Developer shall carry out the construction of the Developer Improvements in compliance with all Applicable Requirements, licenses, permits, and orders. The Developer represents that it has registered with and is participating in the Status Verification System under the Utah Identity Documents and Verification Act (Utah Code Title 63G, Chapter 11), to verify the work eligibility status of the Developer's new employees that are employed in Utah. In addition, the Developer represents that each contractor or subcontractor who is working under or for the Developer (including without limitation the Contractor) has certified to the Developer by affidavit that such contractor or subcontractor has verified through the Status Verification System the employment status of each new employee of such respective contractor or subcontractor.

3.8 Antidiscrimination. The Developer, for itself and agrees that in the construction of the Developer Improvements, its Contractor, subcontractors, sub-subcontractors, the Architect, and its and their agents and employees, shall not discriminate against any employee or applicant for employment on any unlawful basis. The Developer agrees not to discriminate against or segregate any person or group of persons on any unlawful basis in the sale, lease, rental, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property or any part thereof or of any Developer Improvements erected or to be erected thereon or any part thereof.

3.9 Event of Force Majeure. The Developer shall notify the RDA of the occurrence of an Event of Force Majeure as soon as reasonably possible and a proposed adjustment to

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applicable dates in the Schedule of Development, which the Developer and the RDA shall then modify as appropriate. If the Developer fails to so provide the RDA with written notice of the occurrence of an Event of Force Majeure, the Developer shall have waived the right to claim an Event of Force Majeure.

3.10 Amendments to Architect Contract and Construction Contract. The Developer shall not amend the Architect Contract or the Construction Contract without the written approval of the RDA, such approval not to be unreasonably withheld so long as the amendment shall not result in the contract being inconsistent with this Agreement.

3.11 Maintenance of Records. The Developer shall keep complete and comprehensive records and books of account as to all of its activities, including the performance of its obligations, under this Agreement until the one-year anniversary of issuance of the Certificate of Completion. The Developer shall maintain all records pursuant to Generally Accepted Accounting Principles (GAAP) and pursuant to pronouncements by the Financial Accounting Standards Board (FASB). Upon not less than five business days prior written notice to the Developer, the RDA shall have reasonable access during customary business hours to all records, functions, property and to the extent reasonably available personnel of the Developer, including the Developer's consultants and subcontractors under this Agreement, for the purpose of reviewing and auditing, at the RDA expense, all records of the Developer related to the Developer Improvements as necessary to determine the Developer's compliance with this Agreement.

3.12 Developer Reporting. Developer will provide the RDA the following reporting: (a) during construction, Developer will provide monthly progress reports; (b) prior to completion, Developer will notify RDA of lease up and marketing; (c) post-completion, Developer will provide RDA documentation that the completed Developer Improvements comply with the requirements as outlined in Exhibit B of this Agreement; (d) as provided in the Restrictive Use Agreement between the RDA and Developer to be executed with this Agreement, Developer will provide an initial report demonstrating compliance with affordability requirements at full occupancy and provide annual affordability documentation each year thereafter.

3.13 Utah Governmental Records Access Management Act. The Parties recognize that the RDA is subject to the Utah Governmental Records Access Management Act ("GRAMA"), Utah Code §§63G-2-101 et seq, as amended. Pursuant to GRAMA, certain records within the RDA's possession or control (including those potentially provided by the Developer) may be subject to public disclosure. The RDA hereby informs the Developer that any person or entity that provides the RDA with records that such person or entity believes should be protected from disclosure for business reasons must, pursuant to section 63G-2-309 of GRAMA, provide to the RDA, with the record, a written claim of business confidentiality and a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in this Agreement, the RDA may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to the RDA's attorneys, accountants, consultants on a need-to-know basis.

3.14 Contingent Assignment of Construction Documents to RDA. The Final Construction Documents, including the Architect Agreement and Construction Contract will be contingently assigned to RDA in the forms approved by the Parties.

3.15 **RDA Logo.** From and after the date hereof, Borrower shall display the RDA logo, pursuant to the RDA Logo Usage Guide available from Agency, from the date of Closing through the date the construction of the Developer Improvements is completed, in the following instances: 1) on any signage located on the site of the Property that names, announces, or provides renderings or photographs of the Property; 2) on signage in or on any building, parking structure, facade, or public space being constructed or renovated that names, announces, or provides renderings or photographs of the Property; 3) on any printed materials describing the Property; 4) on any signage located on site that provides logos or names of one or more organizations involved in financing any part of the Property, advertising their involvement in the Property; and 5) on any digital or online presentation of the Property in part or in their entirety. At least one of the signs on which the RDA logo is displayed shall be easily visible and legible from the center of the nearest public street and shall be approved by Agency. Agency acknowledges that the RDA logo may not have been used or displayed in signs and printed materials used or displayed prior to the date of this Agreement.

3.16 **RDA Acknowledgement.** From and after the date hereof, Developer will include the full name of the "Redevelopment Agency of Salt Lake City (RDA)" in the first instance, or "RDA" in subsequent instances, and acknowledge the RDA's contributions or assistance to the Project in all printed materials describing the Project including but not limited to: (i) brochures, flyers, printed materials and signage; (ii) interviews with press organizations; (iii) descriptions of the project in newspapers, mass emails, advertisements, and case studies; and (iv) on websites owned by Developer or Guarantors in which the Project is discussed or described. When RDA assistance is acknowledged in any of the above instances, the font size, layout, and variation will be consistent with other acknowledgments in the same instance. A sample acknowledgment that may be used in some instances includes but is not limited to the following: "This project assisted/funded in part by the Redevelopment Agency of Salt Lake City (RDA)." The RDA acknowledges that references to the RDA may not have been included in marketing materials, signage, interviews, and descriptions used, displayed, or occurring prior to the date of this Agreement.

#### **SECTION 4: Indemnity**

4.1 **Indemnification.** The Developer assumes all responsibility (both before and after the issuance of the Certificate of Completion) for, and holds the RDA and the City, and their consultants, officers, employees, and agents harmless from, and agrees to indemnify and defend, the RDA and the City and their consultants, officers, employees and agents (collectively and individually the "Indemnitees"), against, all claims, liabilities, losses, costs, and expenses (including, without limitation, attorneys' fees, reasonable investigative and discovery costs, and court costs), damages, and injuries (including, without limitation, injuries to persons, loss of life, damage to tangible or intangible property rights, or economic loss, whenever occurring) arising out of or caused in whole or in part by the acts, errors or omissions of the Developer or its agents, employees, servants, or their contractors, subconsultants of any tier, or subcontractors of any tier, or anyone directly or indirectly employed by them or for whose acts they may be liable, in the design and construction of the Developer Improvements, the Property and/or adjacent property or any improvements thereon (as applicable), regardless of whether or not such claim, liability, loss, cost, expense, damage or injury is caused in part by the negligence or other fault of an Indemnitee or whether liability is imposed upon an Indemnitee by applicable laws, rules or regulations, regardless of negligence or other fault of the Indemnitee. This indemnification

obligation is intended to include, without limitation, the indemnification of Indemnitees for damages apportioned to any one or more of them in cases of comparative negligence or fault, where any portion of such damages is also apportioned to the Developer or its agents, employees, servants, consultants, contractors, subconsultants of any tier, or subcontractors of any tier, or anyone directly or indirectly employed by them or for whose acts they may be liable.

4.2 **Defense.** The Developer shall defend all suits brought upon such claims and shall pay all costs and expenses incidental thereto.

4.3 **No Effect on Other Rights.** The Developer's obligation to indemnify shall not be construed to negate, abridge or otherwise reduce other rights or obligations of indemnity which may otherwise exist in favor of the Indemnitees.

4.4 **Coverage.** This obligation to indemnify, defend and hold harmless shall remain effective notwithstanding the completion of the Developer Improvements, and shall apply to damages and injuries discovered before the issuance of the Certificate of Completion, and after for a period of four years, or the applicable statute of limitations for any cause of actions, whichever is longer. In claims against the Indemnitees by an employee of the Developer, or its agents, employees, servants, consultants, subconsultants of any tier or subcontractors of any tier, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Developer or its agents, employees, servants, consultants, subconsultants of any tier or subcontractors of any tier, under workers' or workman's compensation acts, disability benefit acts or other employee benefits acts. Without limiting the generality of the foregoing, the indemnity and obligation to defend and hold harmless shall extend to:

(a) Design and/or construction by or through the Developer of the Developer Improvements or any other work or thing done in, on or about the Property or adjacent property (if applicable), or a part thereof;

(b) During the term hereof, any use, non-use, possession, occupation, construction, alteration, repair, condition, operation or maintenance of the Property or adjacent property (if applicable), or improvements thereon by or through the Developer, or any nuisance made or suffered thereon or any failure by the Developer to keep the Property, adjacent property (if applicable), or improvements thereon or of any street, alley, parking area or facility, sidewalk, curb, vault, passageway, gutter, tunnel, bridge, or space comprising a part thereof in a safe condition;

(c) Any fire, accident, injury (including death) or damage to any person or property occurring in, on or about the Property or adjacent property (if applicable) or improvements thereon or any part thereof or in, on or about any street, alley, parking area or facility, sidewalk, curb, vault, passageway, gutter, tunnel, bridge, or space comprising a part thereof; and

(d) Any lien or claim which may be alleged to have arisen against or on the Property or adjacent property, or improvements thereon or any part thereof or any of the assets of, or funds appropriated to, the RDA, or any liability which may be asserted against the RDA with respect thereto.

**SECTION 5: Transfer; Financial Encumbrances**

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5.1 Prohibition Against Transfer of Property, Developer Improvements and Assignment of Agreement. Prior to the issuance by the RDA of the Certificate of Completion and except as provided in Section 5.2 below, the Developer shall not, without the prior written approval of the RDA (which may be withheld in its absolute discretion) (i) sell, transfer, or convey directly or indirectly, the whole or any part of the Property or the buildings or structures thereon or (ii) transfer, assign or convey this Agreement or the Developer's obligations hereunder; provided, however, that notwithstanding the foregoing, the Developer shall be entitled to (A) enter into reservation agreements, pre-sale agreements, purchase and sale agreements, leases and other similar agreements with respect to portions of the Property so long as such agreements are documented on forms previously approved by the RDA, and (B) sell residential units pursuant to bona fide sales to third parties. The Developer shall not permit any change in the general partner(s) or managing member(s), if applicable, or in the ownership of or with respect to the parties that own an interest in the Developer on the date hereof, prior to the issuance of Certificate of Completion for the Developer Improvements, without the prior written consent of the RDA, which consent may be withheld in its absolute discretion. These prohibitions shall not be deemed to prevent the granting of licenses, utility easements or permits to facilitate the construction of the Developer Improvements.

5.2 Encumbrances. Prior to the issuance of Certificate of Completion for the Developer Improvements, the Developer shall not without the RDA's approval (a) grant any mortgage, deed of trust, or other lien secured by the Property, other than the Construction Financing Documents or (b) enter into any other agreement encumbering the Property with any restrictions on use except as approved by the RDA.

#### **SECTION 6: Defaults and Remedies**

6.1 Default. It shall be an event of default under this Agreement by the Developer if the Developer shall fail to perform any of its duties or obligations hereunder at the time for performance set forth herein, and thereafter fails to cure any such default within 30 days of its receipt of a written notice of default from the RDA; provided, however, that in the event that the nature of such default is such that more than 30 days are reasonably required for its cure, then such default will not be deemed to be an Event of Default if the Developer shall commence such cure within such 30 days period and shall thereafter diligently prosecute such cure to completion; provided, further, that the maximum additional time to complete such cure shall be 90 days (120 days in total) (such default not cured prior to the expiration of all applicable cure periods, referred to herein as an "Event of Default"). Following an Event of Default, the RDA shall have all remedies specified in the Right to Repurchase Agreement, and all remedies at law or in equity, which shall include the right to restrain by injunction any violation or threatened violation and by decree to compel specific performance of any terms, covenants or conditions of this Agreement, it being agreed that the remedy at law for any breach of any term, covenant, or condition of this Agreement is not adequate.

6.2 No Right to Extensions. The Developer acknowledges and agrees that the deadlines for satisfying the requirements set forth in the Schedule of Development are realistic and that the Developer anticipates being able to meet all such deadlines, subject to an Event of Force Majeure. The Developer understands that it is not entitled to an extension of any such deadline, and that if the Developer requests that the RDA consider any such extension, the Developer agrees that the RDA may decide to grant, modify, or decline such request, in the RDA's sole discretion. The

Developer confirms that by giving the Developer the time specified for the satisfaction of any requirement, the RDA has taken the Property off the market and this prevents the RDA from pursuing other options during such time. Accordingly, the Developer acknowledges that the RDA is entitled to decline any such request without having to argue or prove that declining such request is reasonable under the circumstances; the Developer's mere failure to satisfy all of the requirements (due to any reason, other than as a result of an Event of Force Majeure as otherwise expressly provided herein) shall be all that is necessary for the RDA to terminate this Agreement and exercise its rights under this Agreement.

6.3 Right to Cure. Should the Developer fail to timely perform any of the obligations set forth in this Agreement and thereafter fail to diligently commence performing any of such obligations within 30 days of its receipt of the RDA's written demand therefor, and diligently and continuously pursue such performance to completion, the RDA, its successors and assigns, shall, in addition to any other remedy provided at law or in this Agreement, have the right (but not the obligation) to perform such obligation on behalf of the Developer, and the Developer shall reimburse the RDA, its successors and assigns, for the actual cost of performing such work within ten days after receipt of billing therefor and proof of payment thereof. In the event the Developer does not reimburse the RDA or its successors and assigns within such ten days, the RDA, its successors or assigns, shall have (i) the right to exercise any and all rights which the RDA, its successors or assigns, might have at law to collect the same, and (ii) have a lien on the Property to the extent of the amount paid by the RDA, its successors or assigns, but not reimbursed by the Developer, which amount shall bear interest at a rate equal to the then published "Prime Rate" of Wells Fargo Bank, N.A., plus two percent (2%) per annum (the "Interest Rate") (the Parties acknowledging that such rate may not be the lowest or "best" rate), or the highest legal rate of interest, whichever is less, from the date of billing until paid. Such lien may be filed for record as a claim against the Developer, in the form required by law, in the Salt Lake County Recorder's Office, which lien shall contain at least the following information:

- (a) The name of the lien claimant;
- (b) The name of the Developer;
- (c) A description of the work performed on behalf of the Developer and a statement itemizing the cost thereof; and
- (d) A description of the Improvements and Property.

The lien so claimed shall attach from the date of recordation in the amount claimed, and it may be enforced and foreclosed in any manner allowed by law, including, but not limited to, suits to foreclose a mechanic's lien, trust deed, or mortgage under applicable law. Such lien, when so established against the real property described in such lien, shall be prior and superior to any right, title, interest, lien, or claim which may be or is acquired or attached to such real property after the time of recording the claim of lien, but shall in any event be subordinate to the lien of a Qualified Mortgagee (as defined below), if so agreed to in writing by the RDA.

6.4 Breach Shall Not Permit Termination. No breach of this Agreement shall entitle the Developer to cancel, rescind or otherwise terminate this Agreement.

6.5 No Limitation of Remedies; Sole Discretion. The various rights and remedies herein contained, except as otherwise provided in this Agreement, shall not be considered as

exclusive of any other right or remedy, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall impair any such right, power or remedy or be construed as a waiver of any default or nonperformance or as acquiescence therein. The Developer and the successors and assigns of the Developer, shall be jointly and severally liable for any default under this Agreement; and any action with regard to such default may be instituted against all or any one of them. All decisions and determinations made by the RDA under this Section 6 may be made in the RDA's sole discretion.

6.6 **RDA Default.** The RDA shall be deemed to be in default hereunder in the event the RDA, for any reason other than the Developer's default, fails to meet, comply with, or perform any covenant, agreement, or obligation on its part required within the time limits (including applicable cure periods) and the manner required in this Agreement. In the event the RDA is in default hereunder, the Developer may, as its sole and exclusive remedy, seek damages in the amount of Developer's actual out-of-pocket expenses, not to exceed Ten Thousand Dollars (\$10,000).

#### **SECTION 7: Mortgage Protection and Notices**

7.1 **Definitions.** As used in this Agreement, each of the following terms shall have the indicated meaning:

(a) "Mortgage" means a mortgage, or a deed of trust, or other security agreement recorded in the Official Records.

(b) "Mortgagee" means the mortgagee under a mortgage, the beneficiary under a deed of trust or the secured party under any security agreement recorded with respect to the Property or any portion thereof in the Official Records.

(c) "Official Records" means the official records of the Salt Lake County Recorder, State of Utah.

(d) "Qualified Mortgagee" means a Mortgagee of which the RDA has been given written notice, including such Mortgagee's name and address.

7.2 **Obligations of Mortgagee.** Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure, any Qualified Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, and shall have no liability under, this Agreement.

7.3 **Notices; Right to Cure.** On delivering to the Developer any notice, demand or other communication pursuant to the provisions of this Agreement and the Right to Repurchase Agreement, the RDA shall at the same time deliver copies of such notice to each Qualified Mortgagee at the latest address provided to the RDA by such Qualified Mortgagee and to Developer's investor member ("Investor Member") identified in the notice provisions below. Although otherwise effective with respect to the Developer, no notice delivered to the Developer shall affect any rights or remedies of a Qualified Mortgagee or Investor Member unless a copy of such notice has been delivered to such Qualified Mortgagee in accordance with the immediately preceding sentence. Each Qualified Mortgagee and Investor Member shall have the right to remedy a default, or cause the same to be remedied within the time allowed to the Developer.

7.4 **Performance.** A Qualified Mortgagee shall have the right to act for and in the place of the Developer to the extent permitted by the applicable Mortgage or otherwise agreed to by the Developer in writing. The RDA shall accept performance by or on behalf of a Qualified Mortgagee as if the same had been performed by the Developer. A Qualified Mortgagee shall have the right, to the extent the Developer agrees in writing, to appear in a legal action or proceeding on behalf of the Developer in connection with the Property.

7.5 **Recognition.** Within 30 days of a written request therefor together with evidence as the RDA may reasonably require that a proposed Qualified Mortgagee in fact meets the requirements of a Qualified Mortgagee as set forth herein, the RDA agrees to execute, acknowledge and deliver to such Qualified Mortgagee an instrument stating that such Qualified Mortgagee is a "Qualified Mortgagee" entitled to the benefits of this Section 8.

7.6 **Estoppel Certificate.** Within ten days after a written request by the Developer, a Qualified Mortgagee or a proposed Qualified Mortgagee, and upon payment of the RDA's reasonable out of pocket outside counsel's legal costs incurred in connection with the issuance thereof, the RDA shall issue a certificate confirming or not confirming if not accurate:

- (a) that this Agreement is in full force and effect;
- (b) that to the RDA's knowledge no default (or event which with the giving of notice or passage of time, or both will constitute default) exists on the part of the Developer or the RDA under this Agreement; and
- (c) such other matters pertaining to this Agreement as may reasonably be requested.

The Person requesting the certificate shall be entitled to rely on the certificate.

#### **SECTION 8: General Provisions**

8.1 **Notices.** All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be given by (1) a commercial overnight courier service which maintains delivery records, (ii) hand delivery, or (iii) United States mail, registered or certified, which is deemed to be delivered, whether actually received or not, three days after deposit in a regularly maintained receptacle for the United States mail, or such other addresses as the Parties may designate from time to time by written notice in the above manner:

If to the Developer:                    255 State, LLC  
666 Dundee Road, Suite 1102  
Northbrook, Illinois 60062  
Attention: David Brint

With a copy to Developer's Investor Member:  
TRGHT, Inc.  
USA Institutional State Street 4 LLC  
777 West Putnam Avenue  
Greenwich, Connecticut 06830  
Attention: Joanne D. Flanagan, Esq.

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P.O. BOX 145515  
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If to the RDA:                      Redevelopment Agency of Salt Lake City  
451 South State Street, #118  
P.O. Box 145518  
Salt Lake City, Utah 84114-5518

With a copy to:                      Salt Lake City Attorney's Office  
451 South State Street, #505  
Salt Lake City, Utah 84114

Notices shall be deemed effective on receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery. Upon at least ten days prior written notice, each Party shall have the right to change its address to any other address within the United States of America.

8.2    Captions. The captions, headings, and arrangements used in this Agreement are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

8.3    Number and Gender of Words. Whenever herein the singular number is used, the same shall include the plural where appropriate, and words of any gender shall include each other gender where appropriate.

8.4    Governing Law; Venue. This Agreement is intended to be performed in the state of Utah, and the laws of Utah shall govern the validity, construction, enforcement, and interpretation of this Agreement. The Parties hereby agree that all actions to enforce the terms and provisions of this Agreement shall be brought and maintained only within the State of Utah and the Developer hereby consents to the exclusive jurisdiction of any court within Salt Lake County.

8.5    Entirety and Amendments. This Agreement, together with the Purchase Agreement, embodies the entire agreement between the Parties and supersedes any prior agreements and understandings, if any, relating to the Property, and may be amended or supplemented only by an instrument in writing executed by both the RDA and the Developer. All documents and other matters required to be furnished by the Developer will be satisfactory in form and substance to counsel for the RDA. Time is of the essence hereof.

8.6    Invalid Provisions. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement.

8.7    Multiple Counterparts. This Agreement may be executed in identical counterparts. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement, but, in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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8.8 Further Acts. In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by the RDA and the Developer, the RDA and the Developer agree to perform, execute, and deliver or cause to be performed, executed, and delivered any and all such further acts, deeds, and assurances as may be reasonably necessary to consummate the transactions contemplated hereby.

8.9 Survival. Except as otherwise provided for herein, all agreements, covenants, representations and warranties contained herein shall survive the expiration or termination of this Agreement and the performance by the Developer of its obligations hereunder.

8.10 Representation Regarding Ethics. The Developer represents and warrants that neither the Developer or any of its members, managers, employees or officers have: (a) provided an illegal gift or payoff to City or an City officer or employee or former City officer or employee, or his or her relative or business entity; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (c) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (d) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee, or former City officer or employee, to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

8.11 Binding Effect. This Agreement is binding upon and inures to the benefit of the Parties and their respect successors and assigns. If Developer is now or is ever composed of more than one party, the obligations and warranties contained herein and arising therefrom are and shall be joint and several as to each such party.

8.12 Nonliability of RDA Officials and Employees. No member, official, or employee of the RDA shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the RDA or for any amount which may become due to the Developer or its successor or on any obligation under the terms of this Agreement.

8.13 No Relationship of Principal and Agent. Nothing contained in this Agreement, nor any acts of the Parties shall be deemed or construed to create the relationship of principal and agent or of limited or general partnership or of joint venture or of any other similar association between the RDA, its successors or assigns, or the Developer, its successors or assigns.

8.14 No Presumption. This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against either Party.

8.15 Exhibits. All references to Exhibits contained herein are references to exhibits attached hereto, all of which are made a part hereof for all purposes.

8.16 Days. Unless otherwise specified in this Agreement, a reference to the word "days" shall mean calendar days. The term "business days" shall mean each day of the week except weekends and federal holidays during which the United States mail is not delivered.

8.17 Developer Acknowledgement. Developer (i) acknowledges that Developer is entering into this Agreement with RDA to be effective after RDA's transfer of title to the Property to Buyer and Buyer's conveyance of the Property to Developer pursuant to one or more agreements, including and subject to the terms of an Right to Repurchase Agreement and that

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Developer's default under this Agreement may result in RDA exercising its remedies under this Agreement and the Right to Repurchase Agreement, including the right to re-acquire the Property described therein from Developer (or its successors); and (ii) acknowledges that Developer's obligations under this Agreement constitute a substantial portion of the consideration to RDA under the Purchase Agreement and the Right to Repurchase Agreement.

8.18 Nonappropriation. All financial commitments by RDA shall be subject to the appropriation of funds approved by the Salt Lake City Council and the limitations on future budget commitments provided under applicable law.

8.19 Assignability and Enforcement. The RDA may, without any notice whatsoever to anyone, sell, assign, or transfer its interest in the Property and/or this Agreement, and in that event, each and every immediate and successive assignee, transferee, or holder of all or any part of the Property and this Agreement, as the case may be, shall have the right to enforce this Agreement, by suit or otherwise, for the benefit of such assignee, transferee, or holder as fully as if such assignee, transferee, or holder were herein by name specifically given such rights, powers, and benefits, provided that notice of transfer and/or proof of ownership of this Agreement is provided to the Developer prior to the enforcement of this Agreement. Developer shall not assign this Agreement without prior written consent of the RDA, in its sole discretion.

8.20 Recordation. At the RDA's election, this Agreement or a memorandum of this Agreement shall be recorded in the office of the Salt Lake County Recorder.

8.21 Approvals and Consents. Whenever either Party is obligated to not unreasonably withhold an approval or consent hereunder, such Party shall also not unreasonably delay or condition such approval or consent.

8.22 Waiver. The RDA shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by the RDA in its sole discretion. No delay or omission on the part of the RDA in exercising any right shall operate as a waiver of such right or any other right.

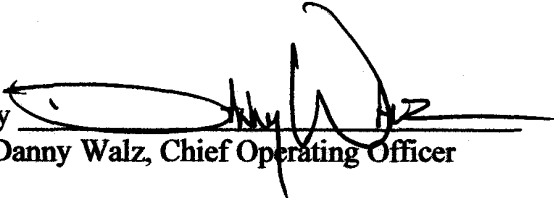
[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date first above written.


RDA:



THE REDEVELOPMENT AGENCY OF SALT LAKE CITY UTAH, a public agency

By   
Danny Walz, Chief Operating Officer

APPROVED AS TO FORM:  
Salt Lake City Attorney's Office


  
Allison Parks (Dec 22, 2020 12:37 MST)  
Allison Parks, Senior City Attorney

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

RECEIVED  
DEC 22 2020  
CITY RECORDER

The foregoing instrument was duly acknowledged before me this 22 day of December, 2020, by Danny Walz, as Chief Operating Officer of The Redevelopment Agency of Salt Lake City.



  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah


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**DEVELOPER:**  
255 State LLC,  
A Utah limited liability company

By: 255 State Manager, LLC,  
A Utah limited liability company  
Its: Managing Member

By: Brinshore Development, LLC,  
An Illinois limited liability company  
Its: Sole Member

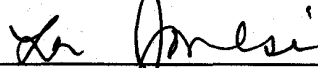
By: Brint Development, Inc.,  
An Illinois corporation  
Its: Member



By: David Brint  
Its: President

STATE OF Illinois )  
COUNTY OF Cook ) : ss.

This instrument was acknowledged before me on this 22 day of December, 2020, by David Brint who is the President of Brint Development, an Illinois corporation.



NOTARY PUBLIC

Residing at Cook

My Commission Expires:

2/17/22

**EXHIBIT A**  
**(To Development Agreement)**  
**Legal Description of the Property**

**PARCEL 1:**

SCM-B Unit, SCM-C Unit and Parking Unit 2, contained within the State Street Condominiums as the same is identified in the Plat of Condominium recorded in Salt Lake County, Utah, on ~~DECEMBER 29~~, 2020 as Entry No. 13515728 (as said Record of Survey Plat shall have heretofore been amended or supplemented) and in the Declaration of Condominium for State Street Condominiums, recorded in Salt Lake County, Utah on ~~DECEMBER 29~~, 2020 as Entry No. 13515729, in Book No. 11090 at Page 561 (as said Declaration may have heretofore been amended or supplemented).

TOGETHER WITH the undivided ownership interest in said Project's Common Elements that is appurtenant to said Units as more particularly described in said Declaration.

**PARCEL 2:**

A nonexclusive easement for the purpose of (a) providing pedestrian and vehicular access, and (b) the running and maintenance of underground utilities, as established and described in Cross Easement Agreement recorded April 11, 2012 as Entry No. 11368179 in Book 10007 at Page 5320 of the official records of the Salt Lake County Recorder, as amended by First Amendment to Cross Easement Agreement recorded ~~DECEMBER 29, 2020~~ as Entry No. 13516028 in Book 11090 at Page 2516 of the official records of the Salt Lake County Recorder.

**PARCEL 3:**

A non-exclusive right of way over an existing alleyway commonly known as "Floral Avenue" or "Floral Street", located in Lot 6, Block 56, Plat "A", Salt Lake City Survey, purported to be 16 feet in width, extending South from the North line of said Lot 6 to the Northerly most line of the exterior boundary of the State Street Condominiums as described on the Plat of Condominium recorded in Salt Lake County, Utah, on ~~DECEMBER 29~~, 2020 as Entry No. 13515728, said right of way being disclosed in various instruments of record, including that certain Warranty Deed recorded January 6, 2000 as Entry No. 7549476 in Book 8334 at Page 8191 of the official records of the Salt Lake County Recorder.

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**EXHIBIT B**  
**(To Development Agreement)**  
**Description of Developer Improvements**

1. **New Structure:** The Developer will construct a mixed-use building that includes the following:

- a) Ground floor commercial space
  - i. Approximately 4,819 square feet of commercial space.
- b) 72 housing units, which will be built above the ground floor commercial space. The housing units include both affordable and market rate housing and are made up of a mix of different types of units, as detailed in the chart below:

9% (South Tower & Cramer House)

AMI and Unit Count Table	20% AMI	30% AMI	40% AMI	50% AMI	60% AMI	70% AMI	80% AMI	MR	Total
Studio	1	0	1	0	0	0	1	5	8
One Bedroom	1	2	7	7	1	1	0	10	29
Two Bedroom	1	1	2	3	0	1	1	5	14
Three Bedroom	1	1	4	4	1	1	1	1	14
Four Bedroom	1	1	1	1	1	0	1	1	7
<b>Total</b>	<b>5</b>	<b>5</b>	<b>15</b>	<b>15</b>	<b>3</b>	<b>3</b>	<b>4</b>	<b>22</b>	<b>72</b>

- c) Parking improvements, which include 29 parking stalls (all of which will be reserved for resident parking). 10 of the parking stalls will be constructed on the ground floor and the remaining stalls will be constructed below the ground floor.

2. **Sustainable Development:** All improvements shall be built to at least a LEED Gold standard or an equivalent. RDA has determined that Enterprise Green Communities is an equivalent standard.

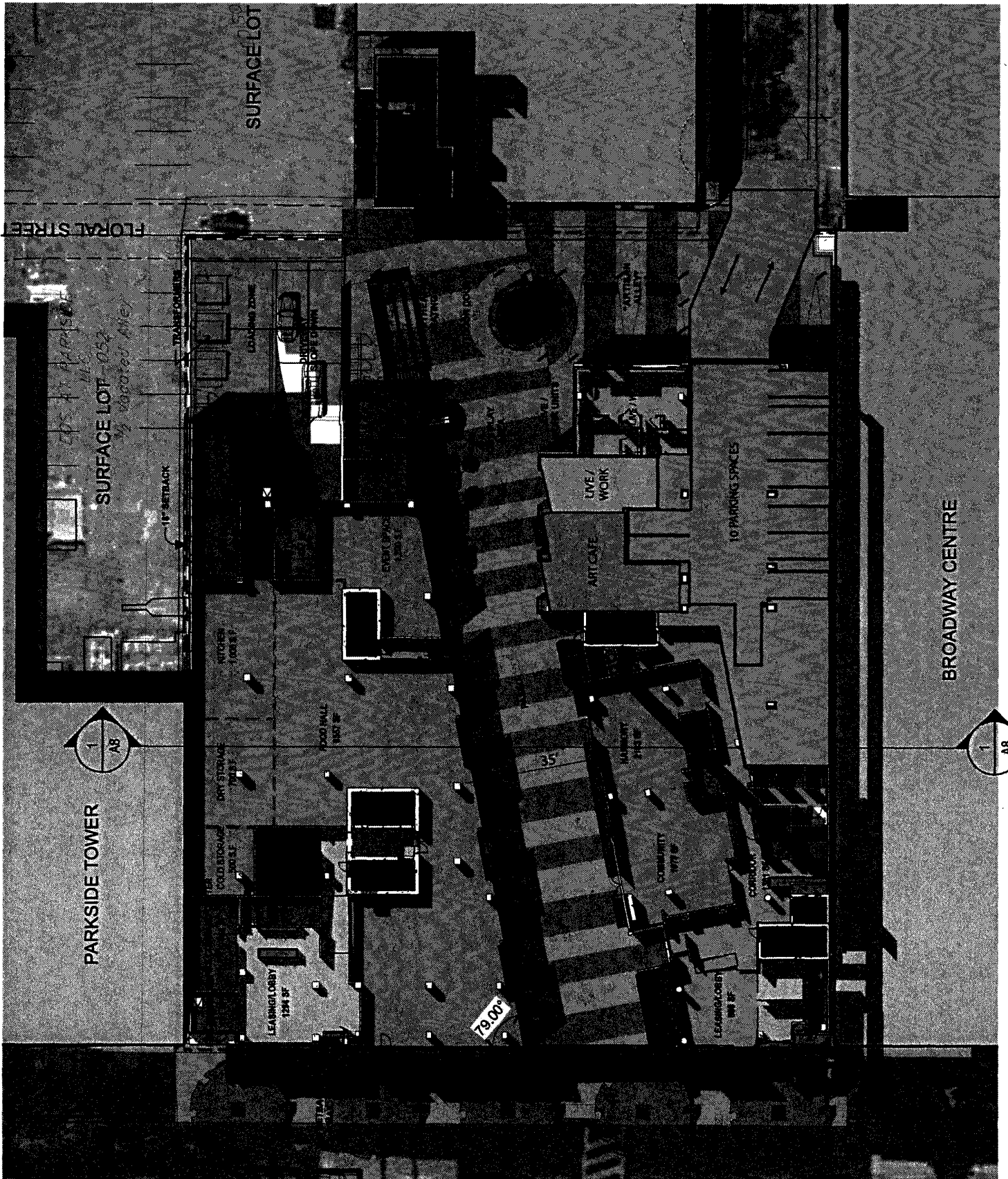
3. **Preservation of the Cramer House:** The Developer shall use all reasonable and diligent efforts to preserve, maintain, and activate the historically significant Cramer House. Such architectural elements to be preserved and maintained include, but is not limited to, the highly decorative metal cornice arrangement, segmentally arched openings on the second story opening onto a small balcony, and flat arched windows with stone lintels on the first-floor level.

4. **Affordability of Housing:** 50 housing units restricted to households at an average income at or below 60% of the Area Median Income (AMI) per the Low-Income Housing Credit Commitment Agreement and Declaration of Restrictive Covenants recorded against the property, which ensures this level of affordability for at least 50 years.

**EXHIBIT C**  
**(To Development Agreement)**  
**Site Plan**

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**BK 11090 PG 9189**



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BK 11090 PG 9190



**EXHIBIT D**  
**(To Development Agreement)**  
**Schedule of Development**

<b>Milestone</b>	<b>Date</b>
Construction start	1/4/21
Lower level structural completion	6/25/21
South tower podium structural completion	11/3/21
Wood framing start	11/3/21
Wood framing completion	1/26/22
South tower top out milestone	1/26/22
South tower substantial completion	8/3/22

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BK 11090 PG 9191

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**EXHIBIT E**  
**(To Development Agreement)**  
**Index Sheet of Final Construction Documents**

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**BK 11090 PG 9192**

# ARCHITECTURAL SHEET INDEX

SHEET NUMBER	SHEET NAME
A000	COVER SHEET
A001	SHEET INDEX
A003	PROJECT DIRECTORY & GENERAL NOTES
A004	PROJECT DESCRIPTION & SUMMARY
A011	ENTERPRISE GREEN COMMUNITIES CHECKLIST
A016	NFPA-285 COMPLIANCE
A017	WATER STORAGE TANK SPECIFICATIONS
A018	ACM NFPA-285 COMPLIANCE
A019	FLAME SPREAD INDEX & TPO ICC-ES REPORT
A020	GENERAL IBC NOTES
A021	AVERAGE GRADE PLANE CALCULATIONS
A022	EGRESS & OCCUPANCY
A023	EGRESS & OCCUPANCY
A024	EGRESS & OCCUPANCY
A025	EXTERIOR OPENING CALCULATIONS
A026	EXTERIOR OPENING CALCULATIONS
A027	HOSE PULL EXHIBIT
A028	HOSE PULL EXHIBIT
A029	HIGH-RISE SMOKE REMOVAL
A030	STREET LEVEL GLAZING
A051	IBC ANSI SITE ACCESSIBILITY NOTES & DETAILS
A052	IBC ANSI SITE ACCESSIBILITY NOTES & DETAILS
A053	IBC ANSI COMMON & PUBLIC ACCESSIBILITY
A054	IBC ANSI COMMON & PUBLIC ACCESSIBILITY
A055	IBC ANSI DWELLING UNITS ACCESSIBILITY DETAILS
A056	IBC ANSI DWELLING UNITS ACCESSIBILITY DETAILS
A100	GENERAL SITE PLAN NOTES
A101	SITE PLAN - GROUND LEVEL
A102	SITE PLAN - ROOF LEVEL
A200	GENERAL OVERALL BUILDING PLAN NOTES
A201	LOWER LEVEL 01 - OVERALL FLOOR PLAN
A202	LEVEL 01 - OVERALL FLOOR PLAN
A203	LEVEL 02 - OVERALL FLOOR PLAN
A204	LEVEL 03 - OVERALL FLOOR PLAN
A205	LEVEL 04 - OVERALL FLOOR PLAN
A206	LEVEL 05 - OVERALL FLOOR PLAN
A207	LEVEL 06 - OVERALL FLOOR PLAN
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A210	LEVEL 09 - OVERALL FLOOR PLAN
A211	LEVEL 10 - OVERALL FLOOR PLAN
A212	LEVEL 11 - OVERALL FLOOR PLAN
A213	LEVEL 12 - OVERALL FLOOR PLAN
A215	ROOF LEVEL - OVERALL ROOF PLAN
A221	LOWER LEVEL 01 FLOOR PLAN - SEGMENT 1
A222	LOWER LEVEL 01 FLOOR PLAN - SEGMENT 2
A222.1	LOWER LEVEL 01 FLOOR PLAN - SEGMENT 3
A223	LEVEL 01 FLOOR PLAN - SEGMENT 1
A224	LEVEL 01 SLAB PLAN - SEGMENT 1
A225	LEVEL 01 FLOOR PLAN - SEGMENT 2
A226	LEVEL 01 SLAB PLAN - SEGMENT 2
A227	LEVEL 01 FLOOR PLAN - SEGMENT 3
A228	LEVEL 02 FLOOR PLAN - SEGMENT 1
A229	LEVEL 02 SLAB PLAN - SEGMENT 1

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A230	LEVEL 02 FLOOR PLAN - SEGMENT 2
A231	LEVEL 02 SLAB PLAN - SEGMENT 2
A232	LEVEL 02 FLOOR PLAN - SEGMENT 3
A233	LEVEL 03 FLOOR PLAN - SEGMENT 1
A234	LEVEL 03 SLAB PLAN - SEGMENT 1
A235	LEVEL 03 FLOOR PLAN - SEGMENT 2
A236	LEVEL 03 SLAB PLAN - SEGMENT 2
A237	LEVEL 03 ROOF PLAN - SEGMENT 3
A238	LEVEL 04 FLOOR PLAN - SEGMENT 1
A240	LEVEL 04 FLOOR PLAN - SEGMENT 2
A241	LEVEL 04 SLAB PLAN - SEGMENT 2
A242	LEVEL 05 FLOOR PLAN - SEGMENT 1
A243	LEVEL 05 FLOOR PLAN - SEGMENT 2
A244	LEVEL 06 FLOOR PLAN - SEGMENT 1
A245	LEVEL 06 FLOOR PLAN - SEGMENT 2
A246	LEVEL 07 FLOOR PLAN - SEGMENT 1
A247	LEVEL 07 FLOOR PLAN - SEGMENT 2
A248	LEVEL 08 FLOOR PLAN - SEGMENT 1
A249	LEVEL 08 FLOOR PLAN - SEGMENT 2
A250	LEVEL 09 FLOOR PLAN - SEGMENT 1
A251	LEVEL 09 ROOF PLAN - SEGMENT 2
A252	LEVEL 10 FLOOR PLAN - SEGMENT 1
A253	LEVEL 11 FLOOR PLAN - SEGMENT 1
A254	LEVEL 12 FLOOR PLAN - SEGMENT 1
A256	ROOF PLAN - SEGMENT 1
A300	GENERAL EXTERIOR ELEVATION NOTES
A301	(NB) NORTH EXTERIOR ELEVATION
A302	(NB) SOUTH EXTERIOR ELEVATION
A303	(NB) WEST EXTERIOR ELEVATION
A304	(NB) EAST EXTERIOR ELEVATION
A305	(SB) NORTH EXTERIOR ELEVATION
A306	(SB) SOUTH EXTERIOR ELEVATION
A307	(SB) EAST & WEST EXTERIOR ELEVATIONS
A308	(CR) EXTERIOR ELEVATIONS
A309	(NB) ENLARGED EXTERIOR ELEVATIONS
A310	(SB) ENLARGED EXTERIOR ELEVATIONS
A400	GENERAL BUILDING SECTION NOTES
A401	(NB) BUILDING SECTION
A402	(NB) BUILDING SECTION
A403	(SB) BUILDING SECTION
A404	(SB) BUILDING SECTION
A405	(CR) BUILDING SECTIONS
A406	PASEO SECTIONS
A411	(NB) WALL SECTIONS
A412	(NB) WALL SECTIONS
A413	(NB) WALL SECTIONS
A414	(NB) WALL SECTIONS
A415	(SB) WALL SECTIONS
A416	(SB) WALL SECTIONS
A417	(SB) WALL SECTIONS
A500	GENERAL STAIR, ELEVATOR & TRASH ROOM NOTES
A501	STAIR 1 - ENLARGED PLANS & SECTION
A502	STAIR 2 - ENLARGED PLANS & SECTION
A503	STAIR 3 - ENLARGED PLANS & SECTION
A504	STAIR 4 - ENLARGED PLANS & SECTIONS
A505	STAIR & RAMP - ENLARGED PLANS & SECTIONS

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A512	ELEVATOR 2 & 3 - ENLARGED PLANS & SECTION
A513	ELEVATOR 4 - ENLARGED PLANS & SECTIONS
A521	TRASH ROOM (NB) - ENLARGED PLANS & SECTION
A522	TRASH ROOM (SB) - ENLARGED PLANS & SECTION
A523	VEHICULAR RAMP (NB) - ENLARGED PLANS & SECTION
A600	GENERAL ENLARGED UNIT PLAN NOTES
A601	(NB) UNIT S1 - ENLARGED PLAN
A601.1	(NB) UNIT S2 - ENLARGED PLAN
A601.2	(NB) UNIT S3 - ENLARGED PLAN
A602	(NB) UNIT 1A - ENLARGED PLAN
A603	(NB) UNIT 1B - ENLARGED PLAN
A604	(NB) UNIT 1C - ENLARGED PLAN
A605	(NB) UNIT 1D - ENLARGED PLAN
A606	(NB) UNIT 2A - ENLARGED PLAN
A607	(NB) UNIT 2B - ENLARGED PLAN
A608	(NB) UNIT 2C - ENLARGED PLAN
A609	(SB) UNIT S1 - ENLARGED PLAN
A610	(SB) UNIT S2 (L/W) - ENLARGED PLAN
A611	(SB) UNIT 1A - ENLARGED PLAN
A612	(SB) UNIT 1B (L/W) - ENLARGED PLAN
A613	(SB) UNIT 2A - ENLARGED PLAN
A614	(SB) UNIT 3A - ENLARGED PLAN
A615	(SB) UNIT 3A - ENLARGED PLAN
A616	(SB) UNIT 4A - ENLARGED PLAN
A617	(SB) UNIT 4A - ENLARGED PLAN
A700	GENERAL ENLARGED COMMON AREA PLAN NOTES
A701	(NB) ENLARGED FLOOR PLAN - LEASING-LOBBY, MAIL, BIKE STOR.
A702	(NB) ENLARGED FLOOR PLAN - OFFICE SPACE
A703	(NB) ENLARGED FLOOR PLAN - FITNESS ROOM, CLUB ROOM
A704	(SB) ENLARGED FLOOR PLAN - LEASING-LOBBY, OFFICE, ELECT.
A705	(SB) ENLARGED FLOOR PLAN - TENANT SPACE
A706	(SB) ENLARGED FLOOR PLAN - COMMUNITY, COMPUTER, WELLNESS
A707	(SB) ENLARGED FLOOR PLAN - RR'S, BREAK RM, PET WASH
A708	(SB) ENLARGED FLOOR PLAN - CRAMER RESIDENCE
A720	COMMON - INTERIOR ELEVATIONS
A800	GENERAL DOOR, WINDOW, AND STOREFRONT NOTES
A801	(NB) DOOR SCHEDULE
A802	(SB) DOOR SCHEDULE
A803	(NB) WINDOW SCHEDULE
A804	(SB) WINDOW SCHEDULE
A805	(NB) STOREFRONT SCHEDULE
A806	(SB) STOREFRONT SCHEDULE
A807	AWNING SCHEDULE
A900	FIRE RATED WALL ASSEMBLIES - CONCRETE & METAL
A901	FIRE RATED WALL ASSEMBLIES - WOOD
A902	FIRE RATED FLR-CLG & ROOF ASSEMBLIES - CONCRETE & METAL

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A903	FIRE RATED FLR-CLG & ROOF ASSEMBLIES - WOOD
A904.1	FIRE RATED WALL SECTIONS - CONCRETE & METAL
A904.2	FIRE RATED WALL SECTIONS
A905	FIRE RATED WALL SECTIONS - WOOD
A906	FIRE RATED WALL SECTIONS - WOOD
A907	FIRE RATED ASSEMBLY INTERSECTIONS
A908	TYPICAL FIRE RATED DETAILS
A909.1	TYPICAL FIRE RATED PENETRATIONS
A909.2	TYPICAL FIRE RATED PENETRATIONS
A910.1	BELOW GRADE DETAILS
A910.2	BELOW GRADE DETAILS AT SHORING
A911	EXTERIOR DETAILS
A913	EXTERIOR DETAILS
A914	EXTERIOR DETAILS
A915	EXTERIOR DETAILS
A920	WINDOW FLASHING DETAILS
A921	DOOR & STOREFRONT FLASHING DETAILS
A922	WINDOW DETAILS
A924	WINDOW WALL DETAILS
A925	STOREFRONT DETAILS
A926	DOOR DETAILS
A930	ROOF DETAILS - GENERAL
A931	ROOF DETAILS - GENERAL
A932	ROOF DETAILS - NORTH BUILDING
A933	ROOF DETAILS - SOUTH BUILDING
A934	ROOF/ BALCONY DETAILS
A940	STAIR DETAILS
A941	STAIR DETAILS
A942	ELEVATOR DETAILS
A950	INTERIOR DETAILS
A960	TYPICAL ACOUSTICAL DETAILS
A961	TYPICAL ACOUSTICAL DETAILS
A970	PARKING GARAGE DETAILS
A980	SITE DETAILS

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## CIVIL SHEET INDEX

SHEET NUMBER	SHEET NAME
C0.1	DEMOLITION PLAN (PHASE 1)
C0.2	DEMOLITION PLAN (PHASE 2)
C1.0	OVERALL SITE PLAN
C1.1	SITE PLAN
C2.1	GRADING PLAN
C3.1	UTILITY PLAN
C4.1	DETAILS
C4.2	DETAILS
C5.1	EROSION CONTROL PLAN

## LANDSCAPE SHEET INDEX

SHEET NUMBER	SHEET NAME
L-C101	TREE DEMOLITION AND PROTECT PLAN
L-L001	SITE LANDSCAPE NOTES AND SCHEDULES DESIGN DEVELOPMENT
L-L101	SITE LANDSCAPE PLAN LEVEL 01
L-L102	SITE LANDSCAPE PLAN LEVEL 02
L-L501	SITE LANDSCAPE DETAILS
L-L502	SITE LANDSCAPE DETAILS
L-L503	SITE LANDSCAPE DETAILS
L-R001	IRRIGATION NOTES AND SCHEDULES
L-R101	IRRIGATION PLAN LEVEL 01
L-R102	IRRIGATION PLAN LEVEL 02
L-R501	IRRIGATION DETAILS
L-LA101	SITE LAYOUT PLAN LEVEL 01
L-LA102	SITE LAYOUT PLAN LEVEL 02

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SHEET NUMBER	SHEET NAME
EBM1.0	COMPOSITE ROOF PLAN
EBM2.0	EXTERIOR ELEVATION NORTH
EBM2.1	EXTERIOR ELEVATION SOUTH
EBM2.2	EXTERIOR ELEVATION WEST
EBM2.3	EXTERIOR ELEVATION EAST
EBM3.0	WALL SECTIONS
EBM3.1	WALL SECTIONS
EBM3.2	SECTION & DETAILS

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# STRUCTURAL SHEET INDEX

SHEET NUMBER	SHEET NAME
S001	STRUCTURAL NOTES
S002	STRUCTURAL NOTES
S010	STRUCTURAL DESIGN CRITERIA
S011	STRUCTURAL DESIGN CRITERIA
S020	STRUCTURAL SPECIAL INSPECTIONS
S200	LOWER LEVEL FOUNDATION PLAN - OVERALL
S200.1	LOWER LEVEL FOUNDATION PLAN - SEGMENT 1
S200.2	LOWER LEVEL FOUNDATION PLAN - SEGMENT 2
S201	LEVEL 1 FLOOR FRAMING PLAN - OVERALL
S201.1	LEVEL 1 FLOOR FRAMING PLAN - SEGMENT 1
S201.1R	LEVEL 1 FLOOR REINFORCING PLAN -SEGMENT 1
S201.2	LEVEL 1 FLOOR FRAMING PLAN - SEGMENT 2
S201.2R	LEVEL 1 FLOOR REINFORCING PLAN -SEGMENT 2
S202.1	LEVEL 2 FLOOR FRAMING PLAN - SEGMENT 1
S202.1R	LEVEL 2 FLOOR REINFORCING PLAN -SEGMENT 1
S202.2	LEVEL 2 FLOOR FRAMING PLAN - SEGMENT 2
S202.2R	LEVEL 2 FLOOR REINFORCING PLAN -SEGMENT 2
S203.1	LEVEL 3 FLOOR FRAMING PLAN - SEGMENT 1
S203.1R	LEVEL 3 FLOOR REINFORCING PLAN -SEGMENT 1
S203.2	LEVEL 3 FLOOR FRAMING PLAN - SEGMENT 2
S203.2R	LEVEL 3 FLOOR REINFORCING PLAN -SEGMENT 2
S204.1	LEVEL 4-12 FLOOR FRAMING PLAN -SEGMENT 1
S204.2	LEVEL 4 FLOOR FRAMING PLAN - SEGMENT 2
S204.2R	LEVEL 4 FLOOR REINFORCING PLAN -SEGMENT 2
S205.2	LEVEL 5 FLOOR FRAMING PLAN - SEGMENT 2
S206.2	LEVEL 6 FLOOR FRAMING PLAN - SEGMENT 2
S207.2	LEVEL 7 FLOOR FRAMING PLAN - SEGMENT 2
S208.2	LEVEL 8 FLOOR FRAMING PLAN - SEGMENT 2
S209.2	LEVEL 9 ROOF FRAMING PLAN - SEGMENT 2
S213.1	LEVEL 13 ROOF FRAMING PLAN - SEGMENT 1

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S300	FOUNDATION DETAILS
S301	FOUNDATION DETAILS
S310	CONCRETE DETAILS
S311	CONCRETE DETAILS
S312	CONCRETE DETAILS
S313	CONCRETE DETAILS
S320	POST-TENSION DETAILS
S321	POST-TENSION DETAILS
S325	FRAMING DETAILS
S326	FRAMING DETAILS
S327	FRAMING DETAILS
S330	FRAMING DETAILS
S331	FRAMING DETAILS
S332	FRAMING DETAILS
S335	FRAMING DETAILS
S336	FRAMING DETAILS
S337	FRAMING DETAILS
S338	FRAMING DETAILS
S340	ROOF DETAILS
S400	STAIR 1 & ELEVATOR 1 - SHEAR WALL ENLARGED PARTIAL PLANS
S401	STAIR 1 - SHEAR WALL ELEVATIONS
S402	STAIR 1 -SHEAR WALL ELEVATIONS
S404	STAIR 2, ELEV. 2 & 3 -SHEAR WALL ENLARGED PARTIAL PLANS
S405	STAIR 2, ELEV. 2 & 3 -SHEAR WALL ELEVATIONS
S406	STAIR 2, ELEV. 2 & 3 -SHEAR WALL ELEVATIONS
S407	STAIR 2, ELEV. 2 & 3 -SHEAR WALL ELEVATIONS
S408	STAIR 3, ELEV. 4 & STAIR 4 -SHEAR WALL ENLARGED PARTIAL PLANS
S409	STAIR 3 & ELEV. 4 -SHEAR WALL ELEVATIONS
S410	STAIR 4 -SHEAR WALL ELEVATIONS
S420	SHEAR WALL DETAILS

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# MECHANICAL SHEET INDEX

SHEET NUMBER	SHEET NAME
M001	MECHANICAL NOTES & LEGENDS
M101	OVERALL KEY PLAN
M102	LOWER LEVEL 01 - MECHANICAL PLAN - SEGMENT 1
M103	LOWER LEVEL 01 - MECHANICAL PLAN - SEGMENT 2
M104	LEVEL 01 - MECHANICAL PLAN - SEGMENT 1
M105	LEVEL 01 - MECHANICAL PLAN - SEGMENT 2
M106	LEVEL 01 - MECHANICAL PLAN - SEGMENT 3
M107	LEVEL 02 - MECHANICAL PLAN - SEGMENT 1
M108	LEVEL 02 - MECHANICAL PLAN - SEGMENT 2
M109	LEVEL 02 - MECHANICAL PLAN - SEGMENT 3
M110	LEVEL 03 - MECHANICAL PLAN - SEGMENT 1
M111	LEVEL 03 - MECHANICAL PLAN - SEGMENT 2
M112	LEVEL 03 - ROOF MECHANICAL PLAN - SEGMENT 3
M113	LEVEL 04 - MECHANICAL PLAN - SEGMENT 1
M114	LEVEL 04 - MECHANICAL PLAN - SEGMENT 2
M115	LEVEL 05 - MECHANICAL PLAN - SEGMENT 1
M116	LEVEL 05 - MECHANICAL PLAN - SEGMENT 2
M117	LEVEL 06 - MECHANICAL PLAN - SEGMENT 1
M118	LEVEL 06 - MECHANICAL PLAN - SEGMENT 2
M119	LEVEL 07 - MECHANICAL PLAN - SEGMENT 1
M120	LEVEL 07 - MECHANICAL PLAN - SEGMENT 2
M121	LEVEL 08 - MECHANICAL PLAN - SEGMENT 1
M122	LEVEL 08 - MECHANICAL PLAN - SEGMENT 2
M123	LEVEL 09 - MECHANICAL PLAN - SEGMENT 1
M124	LEVEL 09 - ROOF MECHANICAL PLAN - SEGMENT 2
M125	LEVEL 10 - MECHANICAL PLAN - SEGMENT 1
M126	LEVEL 11 - MECHANICAL PLAN - SEGMENT 1
M127	LEVEL 12 - MECHANICAL PLAN - SEGMENT 1
M128	LEVEL 13 - ROOF MECHANICAL PLAN - SEGMENT 1
M401	(NB) MECHANICAL ENLARGED UNIT PLANS
M402	(NB) MECHANICAL ENLARGED UNIT PLANS
M403	(SB) MECHANICAL ENLARGED UNIT PLANS
M404	(SB) MECHANICAL ENLARGED UNIT PLANS
M501	MECHANICAL DETAILS
M502	MECHANICAL DETAILS
M503	MECHANICAL DETAILS
M504	MECHANICAL DETAILS
M601	MECHANICAL SCHEDULES
M602	MECHANICAL SCHEDULES

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# PLUMBING SHEET INDEX

SHEET NUMBER	SHEET NAME
P001	PLUMBING NOTES & LEGENDS
P101	OVERALL KEY PLAN
P102	LOWER LEVEL 01 - PLUMBING PLAN - SEGMENT 1
P103	LOWER LEVEL 01 - PLUMBING PLAN - SEGMENT 2
P104	LEVEL 01 - PLUMBING PLAN - SEGMENT 1
P105	LEVEL 01 - PLUMBING PLAN - SEGMENT 2
P106	LEVEL 01 - PLUMBING PLAN - SEGMENT 3
P107	LEVEL 02 - PLUMBING PLAN - SEGMENT 1
P108	LEVEL 02 - PLUMBING PLAN - SEGMENT 2
P109	LEVEL 02 - PLUMBING PLAN - SEGMENT 3
P110	LEVEL 03 - PLUMBING PLAN - SEGMENT 1
P111	LEVEL 03 - PLUMBING PLAN - SEGMENT 2
P112	LEVEL 03 - ROOF PLUMBING PLAN - SEGMENT 3
P113	LEVEL 04 - PLUMBING PLAN - SEGMENT 1
P114	LEVEL 04 - PLUMBING PLAN - SEGMENT 2
P115	LEVEL 05 - PLUMBING PLAN - SEGMENT 1
P116	LEVEL 05 - PLUMBING PLAN - SEGMENT 2
P117	LEVEL 06 - PLUMBING PLAN - SEGMENT 1
P118	LEVEL 06 - PLUMBING PLAN - SEGMENT 2
P119	LEVEL 07 - PLUMBING PLAN - SEGMENT 1
P120	LEVEL 07 - PLUMBING PLAN - SEGMENT 2
P121	LEVEL 08 - PLUMBING PLAN - SEGMENT 1
P122	LEVEL 08 - PLUMBING PLAN - SEGMENT 2
P123	LEVEL 09 - PLUMBING PLAN - SEGMENT 1
P124	LEVEL 09 - ROOF PLUMBING PLAN - SEGMENT 2
P125	LEVEL 10 - PLUMBINGPLAN - SEGMENT 1
P126	LEVEL 11 - PLUMBING PLAN - SEGMENT 1
P127	LEVEL 12 - PLUMBING PLAN - SEGMENT 1
P128	LEVEL 13 - ROOF PLUMBING PLAN - SEGMENT 1
P401	(NB) PLUMBING ENLARGED UNIT PLANS
P402	(NB) PLUMBING ENLARGED UNIT PLANS
P403	(SB) PLUMBING ENLARGED UNIT PLANS
P404	(SB) PLUMBING ENLARGED UNIT PLANS
P501	PLUMBING DETAILS
P502	PLUMBING DETAILS
P503	PLUMBING DETAILS
P504	PLUMBING DETAILS
P601	PLUMBING SCHEDULES & SCHEMATICS
P602	PLUMBING SCHEMATICS
P603	PLUMBING ISOMETRICS
P604	PLUMBING ISOMETRICS

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# ELECTRICAL SHEET INDEX

SHEET NUMBER	SHEET NAME
E001	ELECTRICAL COVER SHEET
E003	ELECTRICAL SITE PLAN
E101	OVERALL KEY PLAN
E102	LOWER LEVEL 01 HEAT TRACE PLAN
E103	LOWER LEVEL 01 - ELECTRICAL PLAN - SEGMENT 1
E104	LOWER LEVEL 01 - ELECTRICAL PLAN - SEGMENT 2
E105	LEVEL 01 - ELECTRICAL PLAN - SEGMENT 1
E106	LEVEL 01 - ELECTRICAL PLAN - SEGMENT 2
E107	LEVEL 01 - ELECTRICAL PLAN - SEGMENT 3
E108	LEVEL 02 - ELECTRICAL PLAN - SEGMENT 1
E109	LEVEL 02 - ELECTRICAL PLAN - SEGMENT 2
E110	LEVEL 02 - ELECTRICAL PLAN - SEGMENT 3
E111	LEVEL 03 - ELECTRICAL PLAN - SEGMENT 1
E112	LEVEL 03 - ELECTRICAL PLAN - SEGMENT 2
E113	LEVEL 03 - ROOF ELECTRICAL PLAN - SEGMENT 3
E114	LEVEL 04 - ELECTRICAL PLAN - SEGMENT 1
E115	LEVEL 04 - ELECTRICAL PLAN - SEGMENT 2
E116	LEVEL 05 - ELECTRICAL PLAN - SEGMENT 1
E117	LEVEL 05 - ELECTRICAL PLAN - SEGMENT 2
E118	LEVEL 06 - ELECTRICAL PLAN - SEGMENT 1
E119	LEVEL 06 - ELECTRICAL PLAN - SEGMENT 2
E120	LEVEL 07 - ELECTRICAL PLAN - SEGMENT 1
E121	LEVEL 07 - ELECTRICAL PLAN - SEGMENT 2
E122	LEVEL 08 - ELECTRICAL PLAN - SEGMENT 1
E123	LEVEL 08 - ELECTRICAL PLAN - SEGMENT 2
E124	LEVEL 09 - ELECTRICAL PLAN - SEGMENT 1
E125	LEVEL 09 - ROOF ELECTRICAL PLAN - SEGMENT 2
E126	LEVEL 10 - ELECTRICAL PLAN - SEGMENT 1
E127	LEVEL 11 - ELECTRICAL PLAN - SEGMENT 1
E128	LEVEL 12 - ELECTRICAL PLAN - SEGMENT 1
E129	LEVEL 13 - ROOF ELECTRICAL PLAN - SEGMENT 1
E401	(NB) ELECTRICAL ENLARGED UNIT PLANS
E402	(NB) ELECTRICAL ENLARGED UNIT PLANS
E403	(SB) ELECTRICAL ENLARGED UNIT PLANS
E404	(SB) ELECTRICAL ENLARGED UNIT PLANS
E405	ENLARGED ELECTRICAL PLANS
E501	ELECTRICAL DETAILS
E502	ELECTRICAL DETAILS
E503	ELECTRICAL DETAILS
E504	ELECTRICAL DETAILS
E601	ELECTRICAL SCHEDULES
E602	ELECTRICAL SCHEDULES
E603	ELECTRICAL SCHEDULES
E604	ELECTRICAL SCHEDULES
E605	ELECTRICAL SCHEDULES
E606	ELECTRICAL SCHEDULES
E607	ELECTRICAL SCHEDULES
E608	ELECTRICAL SCHEDULES
E609	ELECTRICAL SCHEDULES

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# INTERIORS SHEET INDEX

SHEET NUMBER	SHEET NAME
ID000	DRAWING INDEX
ID100	OVERALL KEY PLAN LEVEL 1
ID101	OVERALL KEY PLAN LEVEL 2
ID102	LEVEL 01 FLOOR PLAN_SEGMENT 1
ID103	LEVEL 01 FLOOR PLAN_SEGMENT 2
ID104	LEVEL 02 FLOOR PLAN_SEGMENT 1
ID105	LEVEL 02 FLOOR PLAN_SEGMENT 2
ID106	LEVEL 01 CONSTRUCTION PLAN_SEGMENT 1
ID107	LEVEL 01 CONSTRUCTION PLAN_SEGMENT 2
ID108	LEVEL 02 CONSTRUCTION PLAN_SEGMENT 1
ID109	LEVEL 02 CONSTRUCTION PLAN_SEGMENT 2
ID110	LEVEL 01 REFLECTED PLAN_SEGMENT 1
ID111	LEVEL 01 REFLECTED PLAN_SEGMENT 2
ID112	LEVEL 02 REFLECTED PLAN_SEGMENT 1
ID113	LEVEL 02 REFLECTED PLAN_SEGMENT 2
ID114	LEVEL 01 ARCHITECTURAL LIGHTING PLAN_SEGMENT 1
ID115	LEVEL 01 ARCHITECTURAL LIGHTING PLAN_SEGMENT 2
ID116	LEVEL 02 ARCHITECTURAL LIGHTING PLAN_SEGMENT 1
ID117	LEVEL 02 ARCHITECTURAL LIGHTING PLAN_SEGMENT 2
ID118	LEVEL 01 FINISH PLAN_SEGMENT 1
ID119	LEVEL 01 FINISH PLAN_SEGMENT 2
ID120	LEVEL 02 FINISH PLAN_SEGMENT 1
ID121	LEVEL 02 FINISH PLAN_SEGMENT 2
ID200	NB_INTERIOR ELEVATIONS_100 LOBBY_108 MAIL ROOM
ID201	NB_INTERIOR ELEVATIONS_100 LOBBY_108 MAIL ROOM
ID202	NB_INTERIOR ELEVATIONS_104 PACKAGE ROOM_105 BIKE STORAGE
ID203	NB_INTERIOR ELEVATIONS_107 ELEVATOR LOBBY
ID204	SB_INTERIOR ELEVATIONS_100 LOBBY_101 LOUNGE
ID205	SB_INTERIOR ELEVATIONS_102_103 SALES OFFICES
ID206	SB_INTERIOR ELEVATIONS_104 MAIL ROOM_106 BREAKROOM
ID207	SB_INTERIOR ELEVATIONS_105 PACKAGE ROOM_119 CORRIDOR
ID208	SB_INTERIOR ELEVATIONS_119 CORRIDOR
ID209	SB_INTERIOR ELEVATIONS_112 COMMUNITY ROOM
ID210	SB_INTERIOR ELEVATIONS_113 HARMONY
ID211	SB_INTERIOR ELEVATIONS_114 WELLNESS_115 STORAGE
ID212	SB_INTERIOR ELEVATIONS_116-118 STUDIOS
ID213	SB_INTERIOR ELEVATIONS_109 JANITOR_120 PET WASH
ID214	SB_INTERIOR ELEVATIONS_207 CLUB ROOM_204 JANITOR
ID215	SB_INTERIOR ELEVATIONS_205 FITNESS CENTER
ID216	NB_INTERIOR ELEVATIONS_200 CORRIDOR
ID217	NB_INTERIOR ELEVATIONS_200 CORRIDOR/ 201 ELEVATOR LOBBY
ID218	SB_INTERIOR ELEVATIONS_200 CORRIDOR
ID219	SB_INTERIOR ELEVATIONS_200 CORRIDOR
ID300	INTERIOR ELEVATIONS_RESTROOMS
ID301	INTERIOR ELEVATIONS_RESTROOMS
ID302	INTERIOR ELEVATIONS_RESTROOMS

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ID400	LEVEL 01 DETAILS_NB_FIREPLACE WALL	
ID401	LEVEL 01 DETAILS_SB_FIREPLACE WALL	
ID402	LEVEL 01 DETAILS_NB_MAIL ROOM	
ID403	LEVEL 01 DETAILS_NB - SB_PARCEL BOX	
ID404	LEVEL 01 DETAILS_SB_MAIL ROOM	
ID405	DETAILS_MILLWORK	
ID406	DETAILS_MILLWORK	
ID407	DETAILS_MILLWORK	
ID408	DETAILS_MILLWORK	
ID409	DETAILS_MILLWORK	
ID410	DETAILS_MILLWORK	
ID411	DETAILS_MILLWORK	
ID500	CEILING DETAILS_NB_LVL 1_LOBBY	
ID501	CEILING DETAILS_SB_LVL 1_LOBBY & NB_LVL 2_COMM RM	
ID502	CEILING DETAILS_SB_LVL 1_COMM RM	
ID503	DETAILS	
<b>Added 11/25/2020</b>	<b>ID504</b>	<b>FOLDING WALL DETAILS</b>
<b>Added 11/25/2020</b>	<b>ID505</b>	<b>HAND RAIL DETAILS</b>
	ID600	FLOOR TRANSITION DETAILS
	ID601	WALL FINISH DETAILS
<b>Added 11/25/2020</b>	<b>ID602</b>	<b>PLAN &amp; JAMB FINISH DETAILS</b>
<b>Added 11/25/2020</b>	<b>ID603</b>	<b>DOOR &amp; PORTAL FINISH DETAILS</b>
	ID700	DETAILS_UNIT SIGNAGE