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**WHEN RECORDED, RETURN TO:**  
Redevelopment Agency of Salt Lake City  
c/o Salt Lake City Recorder's Office  
City and County Building  
451 South State Street, Room 415  
PO Box 145515  
Salt Lake City, Utah 84114-5515

14058039 B: 11393 P: 8216 Total Pages: 11  
12/30/2022 12:28 PM By: mpalmer Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120SALT LAKE CITY, UT 84121

106920 - GTF

Tax Parcel No. 08344760170000

## PATHWAY EASEMENT AGREEMENT

This Pathway Easement Agreement (**Agreement**) is made this ~~30~~<sup>27</sup> day of December, 2022, by 1500 Temple 4, LLC, a Utah limited liability company (**Owner**), in favor of the Redevelopment Agency of Salt Lake City, a public entity (**RDA**), and Salt Lake City Corporation, a Utah municipal corporation (**City**). Owner, RDA, and City are sometimes referred to in this Agreement as a **Party** and collectively as the **Parties**.

A. In accordance with the terms of that certain Purchase and Sale Agreement dated September 28, 2018, as amended (**Purchase Agreement**), and assigned to Owner, and pursuant to that Special Warranty Deed which was recorded on the date of this Agreement, the RDA sold and Owner purchased certain real property located at approximately 1490 North Temple, Salt Lake City, Utah, more particularly described in Exhibit A (Property).

B. In consideration of RDA agreeing to sell the Property to Owner and pursuant to the terms of the Purchase Agreement, Owner has agreed to grant a perpetual non-exclusive multi-modal easement for access over, across, and through the areas shown on the site plan attached as Exhibit B (Site Plan).

Now, therefore, the Parties agree as follows:

### 1. EASEMENT

1.1 **Pathway Easement.** Owner hereby grants and conveys to each of RDA, City, and the public, a perpetual non-exclusive easement and right of way for non-motorized multi-modal access by the public (**Easement**) on and over the area shown on the Site Plan and more particularly described in Exhibit C (Easement Area). The Easement only extends across the Property in and over the Easement Area and does not include the right for the public to enter the remainder of the Property. The term "Owner" shall be construed to mean and include 1500 Temple 4, LLC, and any other successors-in-interest to fee ownership of all or any portion of the Property that includes the Easement Area.

1.2 **Design and Construction of Easement.** Owner shall design, construct, and maintain, at Owner's sole cost and expense, the improvements for the enjoyment of the Easement. On either side and immediately adjacent to the Easement Area, Owner shall design and install landscaping and establish some areas for residents and the public to stop and enjoy the open space.

1.3 **Limited Construction.** Neither Owner nor its successors and assigns shall construct any wall, impediment, or other structure on any portion of the Easement Area, or engage in any other act, which would unreasonably obstruct, close, impede the use of, or otherwise interfere with the rights granted herein to the general public for access over, across, and through the Easement Area.

## 2. MAINTENANCE AND REPAIR

2.1 **Maintenance.** Owner shall at its sole cost and expense: repair, replace, restore, and maintain the Easement Area in an attractive, well-maintained condition; keep the Easement Area reasonably clean and free of rubbish, debris, filth, refuse, snow, ice, standing water, graffiti, and hazards to persons using the Easement Area; inspect the Easement Area on a regular basis in order to detect needed repairs or maintenance; and, provide all security necessary and appropriate to protect the health and safety of persons using the Easement Area. City and RDA shall have no obligation whatsoever to repair, replace, restore, or maintain the Easement Area.

## 3. DEFAULT

3.1 **Right to Cure.** Should Owner fail to timely perform any of its obligations hereunder and such failure shall continue for 30 days after its receipt of written notice from RDA or City (or, if a cure reasonably takes longer than 30 days to effect, such longer period as may be required to cure if the cure is commenced within 30 days and thereafter diligently prosecuted to completion) then RDA or City, in addition to any other remedy provided at law or equity, have the right (but not the obligation) to perform such obligation on behalf of Owner. Owner shall reimburse RDA or City, as the case may be, for the cost incurred by City or RDA in performing Owner's obligations, within ten (10) days after receipt of billing and proof of payment.

3.2 **Enforcement.** In the event Owner does not reimburse RDA or City within such 10 days, RDA or City shall have the right to exercise any and all rights which such curing party might have at law or in equity to collect the same, including the right to record a lien against the Property (provided shall at all times remain subordinate to any bona fide recorded deed of trust). In the event of any violation or threatened violation of any provision of this Agreement, RDA or City shall have the right, in addition to any other remedies herein or by law provided, to enjoin such violation or threatened violation.

## 4. NOTICES

All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be given by (i) 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 Owner: 1500 Temple 4, LLC  
1603 Orrington Ave., Suite 450  
Evanston, Illinois 60201  
Attention: David Brint

If to City: Salt Lake City Corporation  
City & County Building, Suite 505  
P.O. Box 145478  
Salt Lake City UT 84114-5478  
Attention: Senior City Attorney

If to RDA: Redevelopment Agency of Salt Lake City  
City and County Building  
451 South State Street, Room 118  
PO Box 145518  
Salt Lake City, Utah 84114-5518  
Attention: Director

Notices shall be deemed effective on receipt, or upon attempted delivery 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 10 days prior written notice, each Party shall have the right to change its address to any other address within the United States of America.

## 5. INDEMNIFICATION

Owner shall indemnify, save harmless, and defend RDA or City or both (**Indemnitee**), its officers and employees, from and against all losses, claims, demands, actions, damages, costs, charges, and causes of action of every kind or character, including attorney's fees, arising out of Owner's wrongful, reckless, or negligent performance hereunder. Owner's duty to defend Indemnitee exists regardless of whether Indemnitee or Owner may ultimately be found to be liable for anyone's negligence or other conduct. If Indemnitee's tender of defense, based upon this indemnity provision, is rejected by Owner, and Owner is later found by a court of competent jurisdiction to have been required to indemnify Indemnitee, then in addition to any other remedies Indemnitee may have, Owner shall pay Indemnitee's reasonable costs, expenses, and attorney's fees incurred in proving such indemnification, defending itself, or enforcing this provision. Nothing herein shall be construed to require Owner to indemnify the Indemnitee against the Indemnitee's own negligence or willful misconduct.

## 6. GENERAL PROVISIONS

**6.1 Constructive Notice and Acceptance; Binding Effect.** Every person or entity who now or hereafter owns or acquires any right, title, or interest in or to any portion of the Property is and shall be conclusively deemed to have consented and agreed to be bound by every covenant, condition, and restriction contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person or entity acquired an interest in the Property. The obligations of this Agreement run with the land and shall be binding on the Owner, as provided herein, to the fullest extent permitted by law and equity.

**6.2 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 Owner hereby consents to the exclusive jurisdiction of any court within Salt Lake County.

**6.3 Entirety.** This Agreement constitutes the entire understanding between the Parties regarding the subject matter of this agreement.

**6.4 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.

**6.5 Further Acts.** In addition to the acts and deeds recited herein and contemplated to be performed, executed and delivered by the RDA and the Owner, the RDA and the Owner 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.

**6.6 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 Owner of its obligations hereunder.

**6.7 Representation Regarding Ethics.** Owner represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) 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; (3) knowingly breached any of the ethical standards set forth in the Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) 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 Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

**6.8 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.

**6.9 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.

**6.10 Amendments.** This Agreement may not be modified or rescinded, in whole or in part, except in a written amendment executed by Owner, City, and RDA. Any such written amendment shall become valid when recorded with the Salt Lake County Recorder's Office against the Property.

**6.11 Rights of RDA and City.** The Parties acknowledge and agree that RDA and City are each deemed a beneficiary of the terms and conditions of this Agreement for and in their own right and this Agreement and the covenants, conditions, and the rights of RDA and City set forth in this Agreement shall run in favor of RDA and City regardless of whether RDA or City owns any real property within the Property.

**6.12 Mortgagee Protections.** Notwithstanding anything to the contrary herein, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any mortgage or deed of trust made in good faith for value now or hereafter encumbering the Property or any portion thereof. Any party acquiring title to the Property or any portion thereof pursuant to the foreclosure, deed-in lieu of foreclosure of a mortgage or deed of trust shall not be liable for any fines, penalties, reimbursement obligations or other amounts owing under Section 3 of this Agreement which arise prior to the date such party acquires title to the Property or any portion thereof (provided, however, such party shall be liable under this Agreement for amounts arising following the date such party acquires title). Notwithstanding the foregoing, the RDA reserved the right to pursue any rights or remedies the RDA may have at law or equity to collect any fines, penalties, reimbursements obligations, or other amounts owing under Section 3 of this Agreement against the Owner prior to a foreclosure, deed-in lieu of foreclosure of a mortgage or deed of trust.

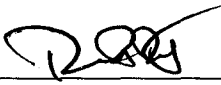
[Signatures Pages Follow]

In witness whereof, the Parties have executed this Agreement to be effective as of the Effective Date.

**OWNER:**

**1500 Temple 4, LLC,**  
a Utah limited liability company

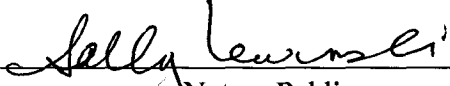
By: 1500 Temple 4 Manager, LLC, a Utah limited liability company, its managing member

By:   
David B. Brint  
Authorized Signatory

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

I, Sally Lewinski, a Notary Public in and for the County and State aforesaid, do hereby certify that David B. Brint, as Authorized Signatory 1500 Temple 4 Manager, LLC, a Utah limited liability company, which is the managing member of 1500 Temple 4, LLC, a Utah limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Authorized Signatory, appeared before me in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of such corporation on behalf of such limited liability companies, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20 day of December, 2022.

  
Notary Public

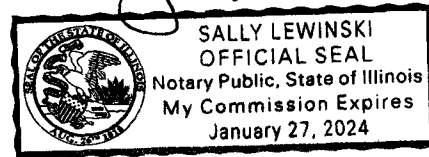








Exhibit A  
(To Pathway Easement Agreement)

**Legal Description of Property**

Beginning at the intersection on the West line of 1460 West Street and the North line of North Temple Street, said point being South 89°58'38" West 11.50 feet from the Southeast corner of Lot 1, Block 1, AGRICULTURAL PARK PLAT "B", as recorded and on file in the Salt Lake County Recorder's office, said point of beginning also being North 00°01'56" West 66.00 feet along the monument line in 1460 West Street and South 89°58'38" West 28.00 feet from an existing Salt Lake City Survey monument in the intersection of 1460 West Street and North Temple Street, the basis of bearing for the survey being North 00°01'56" West between the said monument in 1460 West Street and North Temple Street and a P.I. monument in 1460 West Street to the North and running thence South 89°58'38" West 264.32 (263.50 deed) feet along the North line of North Temple Street to the East line of Cornell Street; thence North 00°01'56" West 343.44 feet along the East line of Cornell Street; thence North 89°58'38" East 264.32 (263.50 deed) feet to the West line of 1460 West Street; thence South 00°01'56" East 343.44 feet along the West line of 1460 West Street to the point of beginning.

LESS AND EXCEPTING THEREFROM the following:

Two (2) parcels of land conveyed to the Utah Transit Authority in that certain Warranty Deed recorded June 4, 2010 as Entry No. 1096436 in Book 9830 at Page 8228 of official records, being part of an entire tract of property, situate in the Southeast quarter of the Southeast quarter of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, incident to the construction of the "Airport Light Rail Transit Project", a Utah Transit Authority project, known as "ALRT", and described as follows:

Beginning at the intersection of the Northerly right of way line of North Temple Street and the Westerly right of way line of 1460 West Street, which point is 11.50 feet South 89°58'38" West from the Southeast corner of Lot 1, Block 1, of the Agricultural Park Plat 'B' Subdivision and running thence South 89°58'38" West 87.75 feet along the Southerly boundary line of said entire tract and the Northerly right of way line of North Temple Street; thence North 87°05'57" East 49.82 feet; thence North 10.15 feet; thence East 37.98 feet; thence South 00°01'56" East 12.64 feet along the Easterly boundary line of said entire tract and the Westerly right of way line of 1460 West Street to the point of beginning.

and

Beginning at the intersection of the Northerly right of way line of North Temple Street and the Easterly right of way line of Cornell Street, said point being the Southwest corner of Lot 11, Block 1, of the Agricultural Park Plat B Subdivision and running thence North 00°01'56" West 4.88 feet along the Westerly boundary line of said entire tract; thence South 49°32'39" East 7.51 feet; thence South 89°58'38" West 5.71 feet along the Southerly boundary line of said entire tract and the Northerly right of way line of North Temple Street to the point of beginning.

Exhibit B  
(To Pathway Easement Agreement)

Site Plan

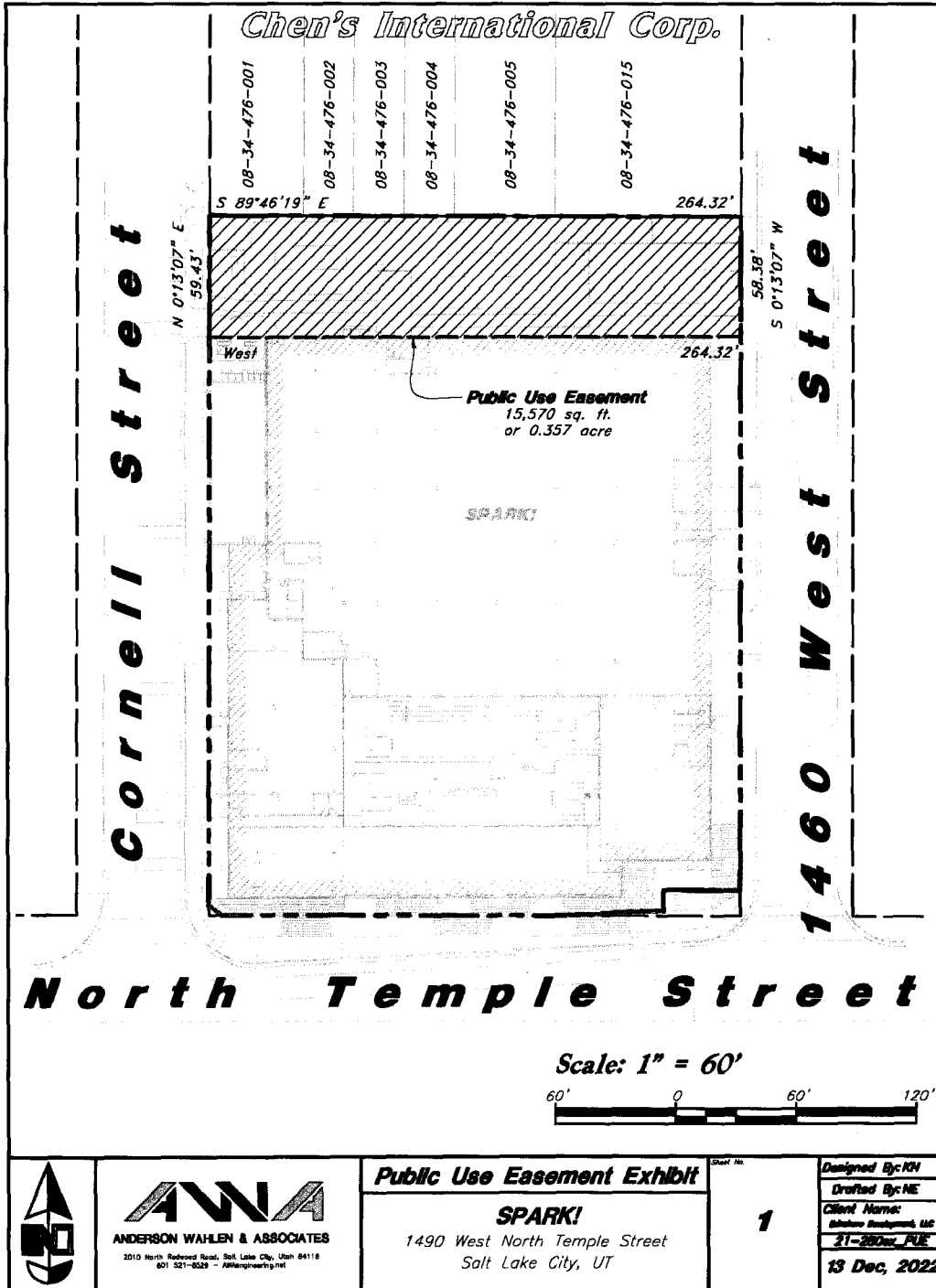


Exhibit C  
(To Pathway Easement Agreement)

**Legal Description of Easement Area**

A part of Block 1, Agricultural Park Plat "B", as recorded in Book C, at Page 90, in the Salt Lake County Recorder's office located within the Southeast Quarter of Section 34, Township 1 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Salt Lake City, Salt Lake County, Utah:

Beginning at a 1/2 inch rebar with plastic cap stamped "Ensign" marking the Northeast Corner of Grantor's Property on the West line of 1460 West Street as it exists at 28.0 foot half-width located 11.50 feet North 89°46'19" West and 343.44 feet North 0°13'07" East along said West line from the Southeast Corner of Lot 1, said Block 1, Agricultural Park Plat "B"; said Southeast Corner of Block 1 being located 1551.65 feet South 89°47'15" East, 803.74 feet North 0°12'45" East and 99.25 feet South 89°46'19" East from a found Survey plug marking the South Quarter Corner of said Section 34; said point of beginning also being 50.03 feet North 0°21'41" East to a Witness Corner Monument, 15.97 feet North 0°13'07" East along the monument line in 1460 West Street, 28.00 feet South 89°46'19" West, and 343.44 feet North 0°13'07" East from an existing Salt Lake City Survey plug monument at the intersection of 1460 West Street and North Temple Street, and running thence South 0°13'07" West 58.38 feet along the West line of said 1460 West Street; thence West 264.32 feet to the East line of Cornell Street as it exists at 33.0 foot half-width; thence North 0°13'07" East 59.43 feet along said East line to a 1/2 inch rebar marking the Northwest Corner of Grantor's property; thence South 89°46'19" East 264.32 feet along the North Line of Grantor's Property to the Northeast Corner thereof being the West line of said 1460 West Street and the point of beginning.

Contains 15,570 sq. ft.

The Basis of Bearings for this description is a line between monuments found for the South Quarter Corner and the Southeast Corner of Section 34 assigning the VRS derived bearing of South 89°47'15" East to place the description on the NAD 1983 Utah Central Zone State Plane Datum.