

AFTER RECORDING MAIL TO:

SOLSTICE HOMES, LLC
Attn: Chris Ensign
4685 Highland Dr, Suite 224,
Salt Lake City, Utah 84117

14394150 B: 11576 P: 9184 Total Pages: 24
06/06/2025 11:43 AM By: mpalmer Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: OLD REPUBLIC TITLE (SUGARHOUSE)
2121 SOUTH MCCLELLAND STREET, SALT LAKE, UT 84106

22-25-181-014 and
22-25-181-018
Affects Parcel No.:

(Space Above for Recorder's Use)

Parking Easement Agreement

THIS PARKING EASEMENT AGREEMENT (this “*Agreement*”) is entered into between **FSC DEVELOPMENT, LLC**, a Utah limited liability company whose address is 9071 South 1300 West, Suite 210, West Jordan, Utah 84088-5582 (“*Grantor*”), and **SOLSTICE HOMES, LLC**, a Utah limited liability company, 4685 Highland Dr, Suite 224, Salt Lake City, Utah 84117 (“*Grantee*”).

R E C I T A L S:

A. Grantor is the owner of certain real property located in the Canyon Centre Development in Salt Lake County, Utah, including the parking area more particularly described on Attachment No. 1, attached and incorporated into this Agreement (the “*Canyon Centre P1 Parking*”).

B. Grantee is purchasing from Grantor within the Canyon Centre Development, Units 2B and 2B-3 of the Canyon Centre Development Plat Amendment 1, which constitutes the Residential Unit of the Canyon Centre development (“*Residential Unit*”).

C. As part of the Grantee’s purchase, Seller is also granting Grantee a perpetual easement, running with the land, for Twenty-Five (25) specific stalls within the Canyon Centre P1 Parking, as described in Attachment No. 1 below.

D. The Parties desire to enter into and record this Agreement to evidence and assure that the parking rights and easement in and to the Parking Structure accrue and perpetually are available to Grantee.

A G R E E M E N T:

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

Section 1. **Grant Easement.** Grantor hereby grants and conveys unto Grantee, for the benefit of the Residential Unit: (a) a perpetual, irrevocable and exclusive easement over and to the Twenty-Five (25) parking stalls within the Canyon Centre P1 Parking, as described in Attachment No. 1; and (b) a perpetual, irrevocable, and non-exclusive easement over the drive lane portion of the remainder of the Canyon Centre P1 Parking, as described in Attachment No. 1, for the purpose of unobstructed vehicular and pedestrian ingress and egress across the Twenty-Five (25) parking stalls, with both (a) and (b) running with the land (collectively, the “*Easement*”).

The Easement is expressly granted subject to all covenants, conditions, reservations and restrictions, but free and clear of all monetary encumbrances, now of record as to the Canyon Centre P1 Parking.

Section 2. **Duration.** The Easement granted herein shall be perpetual in duration.

Section 3. **Covenants Run with Land.** The Easement shall create an equitable servitude, in favor of Grantee and constitute a covenant running with the land, which inures to the benefit of and is binding upon the Parties and their respective successors and their assigns.

Section 4. **Easement Fee.** For the sum of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge, Grantor hereby grants to Grantee the Easement.

Section 5. **Use.** Grantee shall have the exclusive right to use, and shall have the right to permit others to use, including but not limited to any of its assigns, agents, employees, invitees, licensees, contractors or subcontractors, the 25 parking stalls within the Easement. In keeping with this use, signage stating "RESIDENTS PARKING ONLY. No Hotel/Public Parking", or other verbiage specified by Grantee, may be placed at each of the 25 Exclusive Parking Stalls by Grantee, to clarify that such stalls may not be used by employees, customers or other users of the Hotel Unit within the Project Area, or members of the public. Such signage, its size, color, letter font and placement, shall be subject to the prior reasonable approval of Grantor. The Use by Grantee and its assigns must, at all times, be in compliance with the recorded Master Declaration, Public Parking Easement Agreement, Master Parking Agreement, Development Agreement, Canyon Centre Condominium Association, and Condominium Declaration, each as amended.

The drive lane portion of the remainder of the Canyon Centre P1 Parking shall be kept open and unobstructed at all times, and nothing, except maintenance and construction activity for a reasonable time, shall allow Grantor any right to obstruct Grantee's access the 25 Exclusive Parking Stalls.

Section 6. **Notices.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served (a) the same day if delivered in person to the party to whom it is addressed, (b) three (3) days after deposit in the U.S. mail if sent postage prepaid by U.S. registered or certified mail, return receipt requested, (c) one (1) business day after deposited with a nationally recognized overnight carrier service, or (d) the same day if sent by electronic mail/facsimile to the electronic mail address/facsimile number set forth above for the party to be notified with a confirmation copy delivered by another method permitted under this Section.

If to Grantor:

FSC DEVELOPMENT, LLC,
9071 South 1300 West, Suite 210,
West Jordan, UT, 84088-5582
Attn: Chris McCandless

If to Grantee:

SOLSTICE HOMES, LLC
4685 Highland Dr, Suite 224

Salt Lake City, Utah 84117
Attn: Chris Ensign

Any party hereto may change the name of the person or address to which notices and other communications are to be given by so notifying the other party. amended.

Section 7. **Authority**. Grantor and Grantee each represent and warrant to the other that by their respective signatures below that they have the authority to enter into this Agreement, and that no other consents or approvals are necessary or required to be obtained in order for Grantor and Grantee to enter into this Agreement and perform their respective obligations under this Agreement.

Section 8. **Recordation**. This Agreement shall be recorded in the office of the Salt Lake County Recorder.

Section 9. **Miscellaneous**. This Agreement embodies the entire agreement and understanding among Grantor and Grantee with regard to the subject matter hereof and supersedes all prior agreements and understandings with respect thereto. In case any one or more of the obligations of the parties under this Agreement is held invalid, the validity, legality and enforceability of the remaining obligations of the parties shall not in any way be affected or impaired thereby. In the event of any litigation between the parties arising out of or in connection with this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred, including without limitation attorneys' and paralegals' fees and costs, whether such fees and costs are incurred at trial, on appeal or in any bankruptcy proceedings. The parties agree that this Agreement, and the Easement created herein, and the rights and duties of the parties described herein shall be binding on and inure to the benefit of each of the parties and their respective heirs, executors, successors and assigns and shall constitute covenants and easements that run with the land. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, and any dispute will be heard in the Third District Court in Salt Lake City, Utah. This Agreement may be executed in counterparts, all of which when taken together shall constitute an entire Agreement.

[Signatures appear on the following page]

June
DATED effective 6 February, 2025.

GRANTOR:

FSC DEVELOPMENT, LLC,
a Utah limited liability company

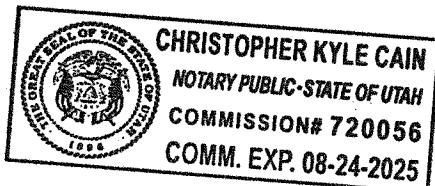
By: **C.W. MANAGEMENT CORPORATION,**
a Utah corporation, its Manager

By: Chris M. McCandless
Chris McCandless, President

STATE OF UTAH)
:ss.

COUNTY OF SALT LAKE) *✓*

On this 6 day of February, 2025, personally appeared before me **Chris McCandless**, who duly acknowledged to me that he signed the foregoing agreement as the President of **C.W. Management Corporation**, a Utah corporation acting in its capacity as the manager of **FSC DEVELOPMENT, LLC**.



✓
Notary Public

GRANTEE:

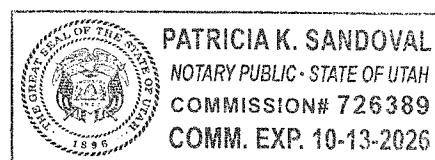
SOLSTICE HOMES, LLC,
a Utah limited liability company

By: Chris Ensign, President

STATE OF UTAH)
:ss.

COUNTY OF SALT LAKE) *June*

On this 3 day of February, 2025, personally appeared before me **Chris Ensign**, who duly acknowledged to me that he signed the foregoing agreement as the President of **SOLSTICE HOMES, LLC**.



✓
Notary Public

ATTACHMENT NO. 1

(Legal Descriptions of the 25 Parking Stalls in P1 of the Parking Structure)

PROJECT AREA:

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

Tax Parcel Nos. 22-25-176-022; 22-25-176-023; 22-25-176-024; 22-25-180-001; and 22-25-180-003 through 22-25-180-019 inclusive.

LOT 2:

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

Tax Parcel No. 22-25-176-023

PARKING STRUCTURE:

The three-level “underground” parking structure containing approximately 415 total stalls which is located on Lot 2 of the **CANYON CENTRE Amending Wasatch Gates Subdivision**, according to the official plat recorded on April 8, 2015 as Entry No. 12026637, in Book 2015P of Plats, at Page 83 of the official records of the Salt Lake County Recorder, with said Lot 2 constituting Tax Parcel No. 22-25-176-023.

Such parking structure is designated as Unit 2B-1 (also known as Parking Level 1 or P1), Unit 2A-2 (also known as Parking Level 2 or P2), and Unit 2B-3 (also known as Parking Level 3 or P3) of the **CANYON CENTRE CONDOMINIUMS (AMENDING LOT 2 OF CANYON CENTRE)** according to the official plat thereof now on file and of record in the office of the Recorder of Salt Lake County, Utah.

25 PARKING STALLS:

As shown in yellow on the following plat, the 25 stalls over which Grantor is granting the Easement to Grantee are located in the southern end of the P1 level of the Parking Structure of the Canyon Centre Development.

Canyon Centre Condominium Shared Parking Plan - Amended

Cottonwood Heights City, Utah

Contents:

1. Shared Parking Plan
2. Site Plan showing Surface Parking Rights
3. Weekend and Holiday Parking Stall Allocation
4. Weekday Parking Stall Allocation
5. Weekday Evening Parking Stall Allocation
6. Weekend Evening Parking Garage Stall Allocation (P2 Only)

Canyon Centre Condominium Shared Parking Plan - Amended

Cottonwood Heights City, Utah

1. Shared Parking Plan - Amended

Canyon Centre Condominium Shared Parking Plan - Amended (DRAFT)

Cottonwood Heights City, UT
2024-2024

Lot Two Parking Required (Standard)

Use	Quantity	Peak Ratio	Required	Lot Two Parking Provided
2A. Hotel - Marriott	149	0.75	114	Structure (Level P3) 55
2C. Restaurant - Eight Suttlers	5500	0.01	55	Structure (Level P2) 148
2D. Retail - Vac	3300	0.005	17	Structure (Level P1) 220
2E. Retail - unoccupied	3300	1.25	45	Residential Condo. (Surface) 0
2B. Residential Condominiums	36			Public (Surface by Park) 37
				Reg. Unit 20/2E (Surface Stalls) 0
				New/Existing P1 stalls 0
				Reg. P1 stalls 0
				Rest. Eight Suttlers (Surface only) 0
				Hotel - Marriott (Surface only) 5
				Total Required 249
				Total Parking Provided 584

Canyon Centre: Lot Two Shared Parking Analysis

Land Use	Weekday			Weekend and Holidays		
	Mon-Fri 8am-8pm	Mon-Fri 8pm-12am	Mon-Fri 12am-8am	Sat & Sun 8am-8pm	Sat & Sun 8pm-12am	Sat & Sun 12am-8am
2A. Hotel - Marriott	114	82%	125	133%	152	152
2C. Restaurant - Eight Suttlers (Surface)	55	100%	55	100%	55	100%
2D. Retail - Vac (Surface)	17	100%	17	100%	17	100%
2E. Retail - unoccupied (Surface)	18	100%	18	100%	18	100%
2B. Residential Condominiums	80	100%	80	100%	80	100%
Total	284	295	322	322	322	322
			peak	peak	peak	peak

Note: Shared Parking Lots

Non-exclusive use stalls available to public	180	124	124	190	164	124
Dedicated Canyon Recreation garage stalls (247)	80	80	80	80	80	80
Surface Plaza Parking Stalls	17	17	17	17	17	17
Original Shared Parking Lots (Dec. 4, 18)	247	221	221	217	217	217
Total Shared Parking Lots	247	221	221	217	217	217

Notes:

1. Many of the parking stalls as shown on the plan are dedicated for use by Canyon Recreationalists only (247).
2. Twenty-five of the public P2 stalls allocated for use on Weekends and Holidays become available to the public as defined in the Development Agreement from GMP and the public must vacate them by 12AM.
3. The Hotel staff guests that are parked in one of the twenty-five P2 public stalls after 6AM shall be given latitude to remain parked in those stalls until the Hotel checkout times on Weekends and Holidays.
4. Overnight parking in the P1 level is allowed. However, no overnight camping in vehicles is permitted.
5. Parking level P3 is exclusively owned by the residential condominium owners and no public parking is allowed at anytime.
6. The P1, P2 and P3 Unit Owners may create additional parking stalls within the structure. The new stalls will not be shared with the public although there will be no net decrease in public stalls.
7. There shall be no overnight public parking on the P2 level. Overnight parking on P2 is limited to the Hotel guests, owners, employees and permitted of 6's.
8. The Amended SPP parking represents an increase in public parking of 61.00%.

Canyon Centre Condominium Shared Parking Plan - Amended

Cottonwood Heights City, Utah

2. Site Plan Showing Surface Parking Rights

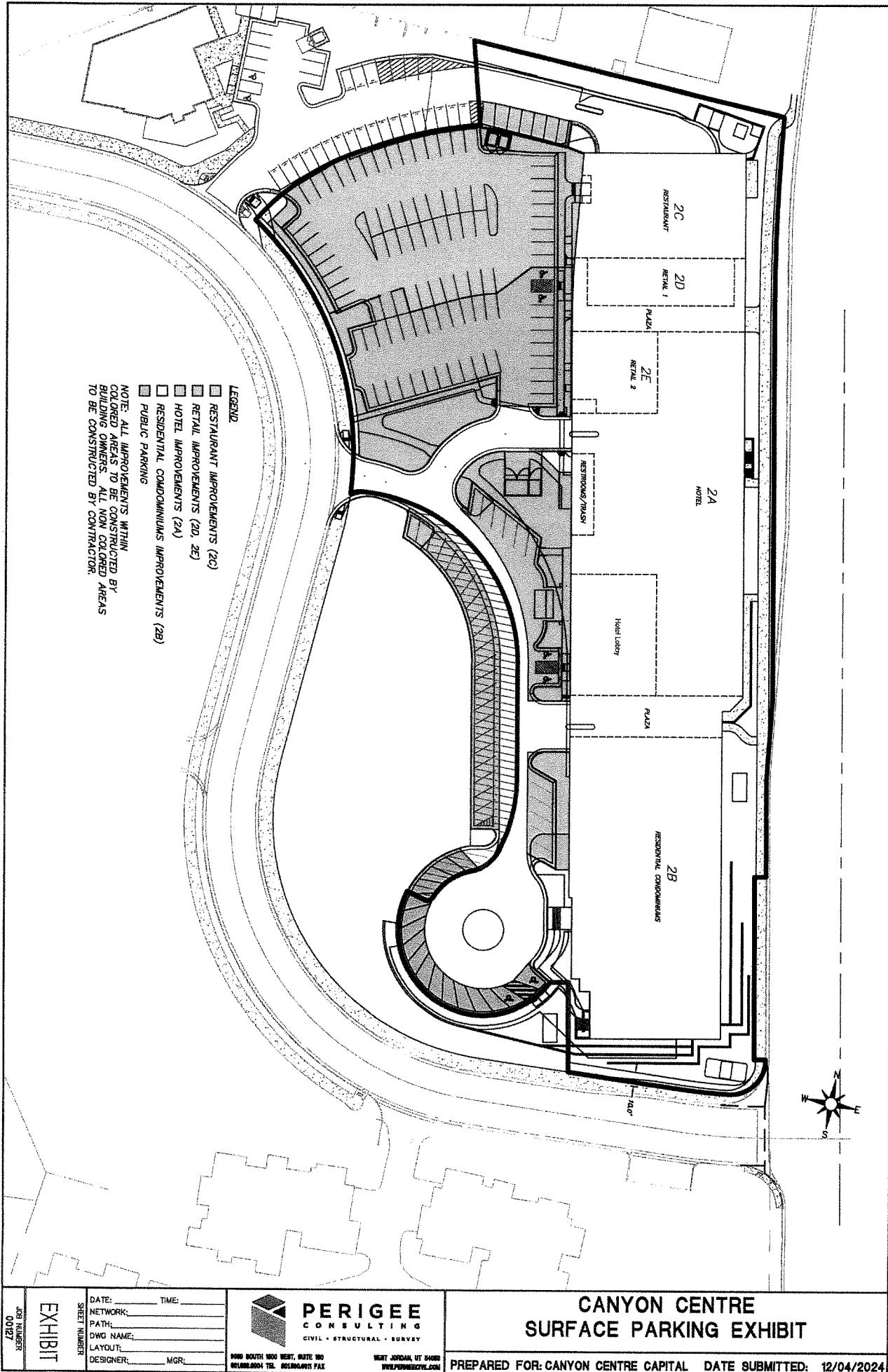
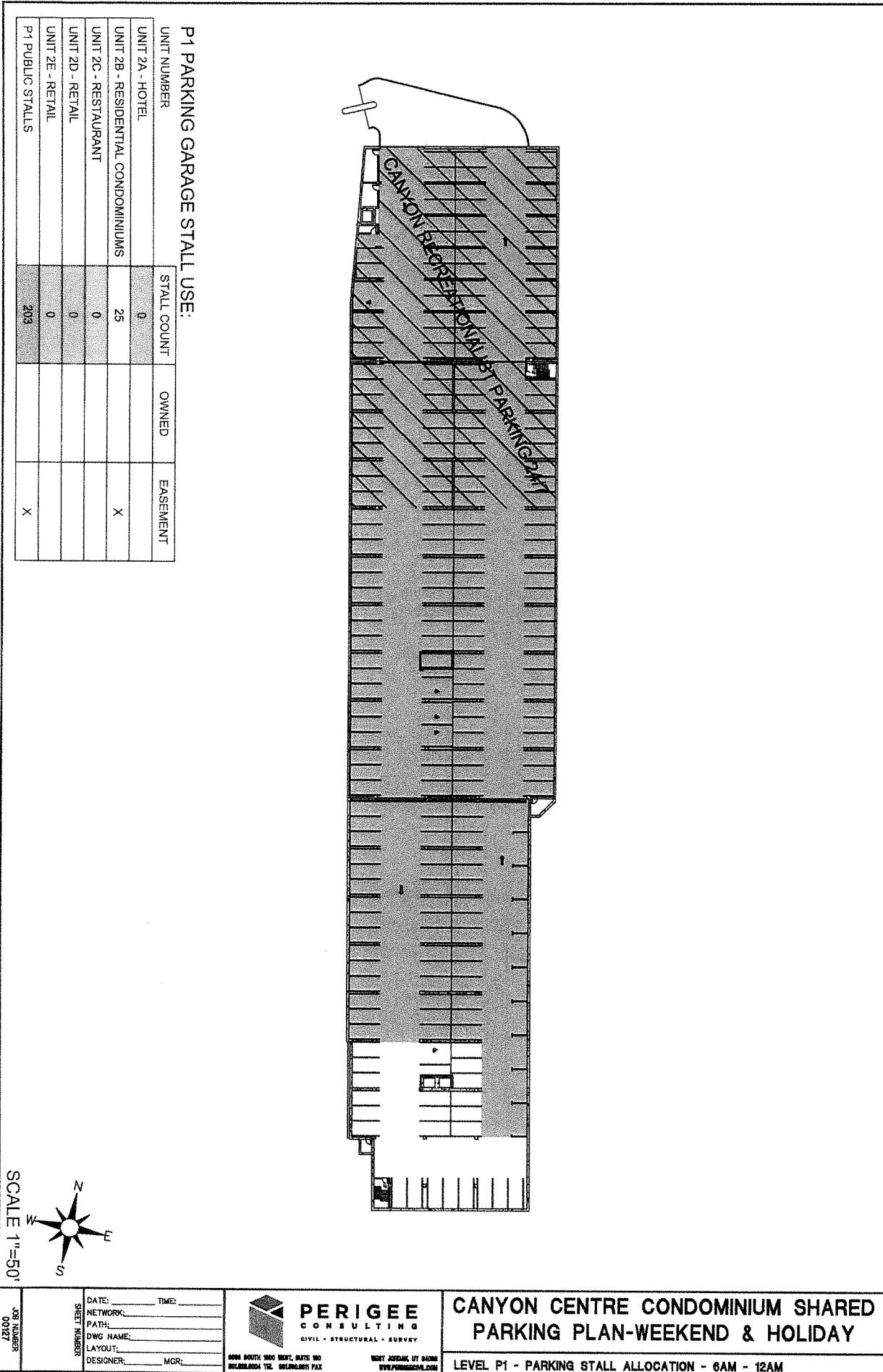


EXHIBIT	DATE: _____ NETWORK: _____ DWG. NAME: _____ LAYOUT: _____ DESIGNER: _____ MGR: _____ SHEET NUMBER: 00127	PERIGEE CONSULTING CIVIL • STRUCTURAL • SURVEY 9000 SOUTH 9600 WEST, SUITE 100 OBLT. 10004 TEL. 800.947.1111 FAX WEST JORDAN, UT 84081 WWW.PERIGEECIV.COM	CANYON CENTRE SURFACE PARKING EXHIBIT	PREPARED FOR: CANYON CENTRE CAPITAL DATE SUBMITTED: 12/04/2024
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Canyon Centre Condominium Shared Parking Plan - Amended

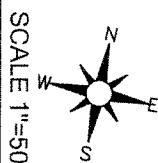
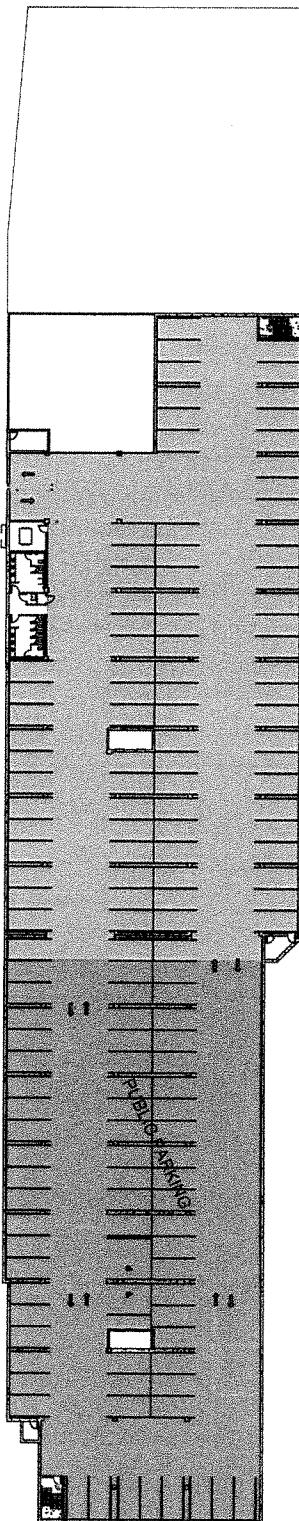
Cottonwood Heights City, Utah

3. Weekend and Holiday Parking Stall Allocation



P2 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	82	X	
UNIT 2B - RESIDENTIAL CONDOMINIUMS	0		
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P2 PUBLIC STALLS	66		X



SCALE 1"=50'

JOB NUMBER
0027

SHEET NUMBER

DATE: _____

TIME: _____

NETWORK: _____

PATH: _____

DWG NAME: _____

LAYOUT: _____

DESIGNER: _____

MGR: _____



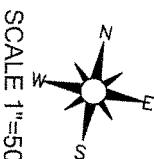
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www.perigeeconsulting.com

**CANYON CENTRE CONDOMINIUM SHARED
PARKING PLAN-WEEKEND & HOLIDAY**

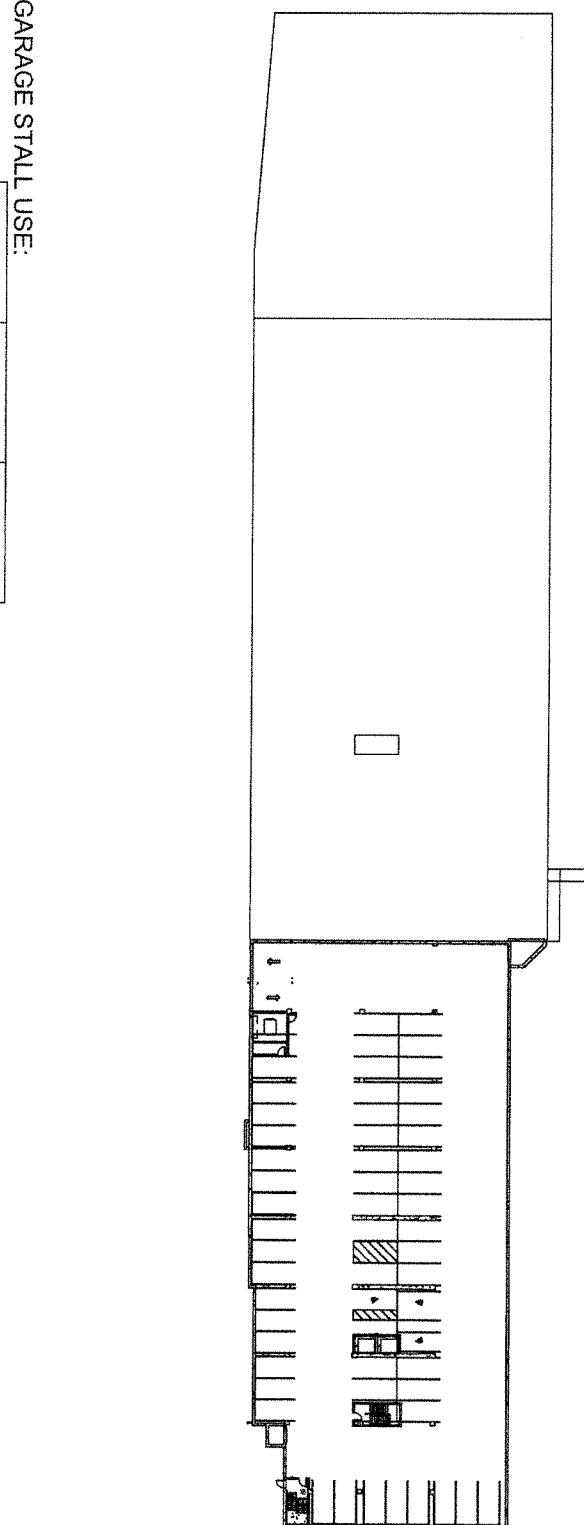
LEVEL P2 - PARKING STALL ALLOCATION - 6AM - 6PM

P3 PARKING GARAGE STALL USE:			
UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	0		
UNIT 2B - RESIDENTIAL CONDOMINIUMS	55		X
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P2 PUBLIC STALLS	0		

*PARKING LEVEL 3 EXCLUSIVE USE BY RESIDENTIAL CONDOMINIUMS



SCALE 1"=50'

JOB NUMBER
00127

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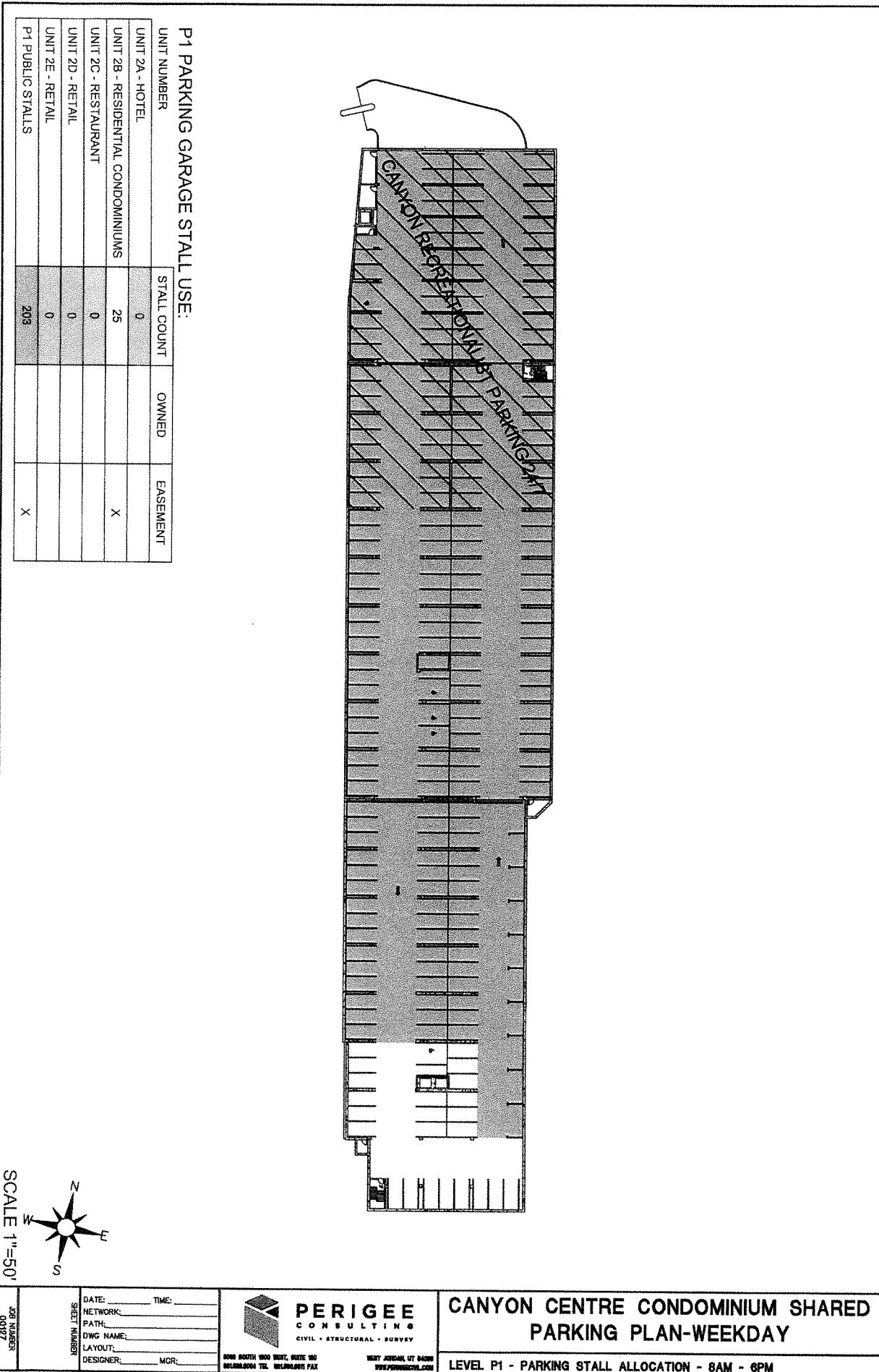
**CANYON CENTRE CONDOMINIUM SHARED
PARKING PLAN-WEEKEND & HOLIDAY**

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

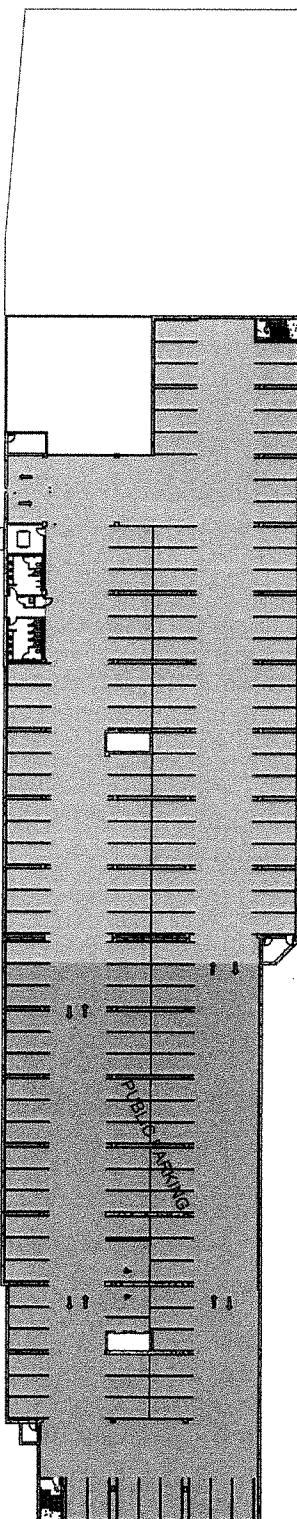
Canyon Centre Condominium Shared Parking Plan - Amended

Cottonwood Heights City, Utah

4. Weekday Parking Stall Allocation



P2 PARKING GARAGE STALL USE:			
UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	82	X	
UNIT 2B - RESIDENTIAL CONDOMINIUMS	0		
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P2 PUBLIC STALLS	66		X



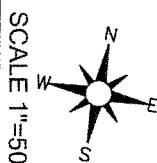
SCALE 1"=50'
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SHEET NUMBER 0027	DATE: _____	TIME: _____	PERIGEE CONSULTING CIVIL • STRUCTURAL • SURVEY 609 SOUTH 1000 WEST, SUITE 100 MIDLAND, TX 79701 TEL: 432.583.9300 FAX: 432.583.9300 WWW.PERIGEECIVIL.COM	CANYON CENTRE CONDOMINIUM SHARED PARKING PLAN-WEEKDAY
	DESIGNER: _____	MGR: _____		

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

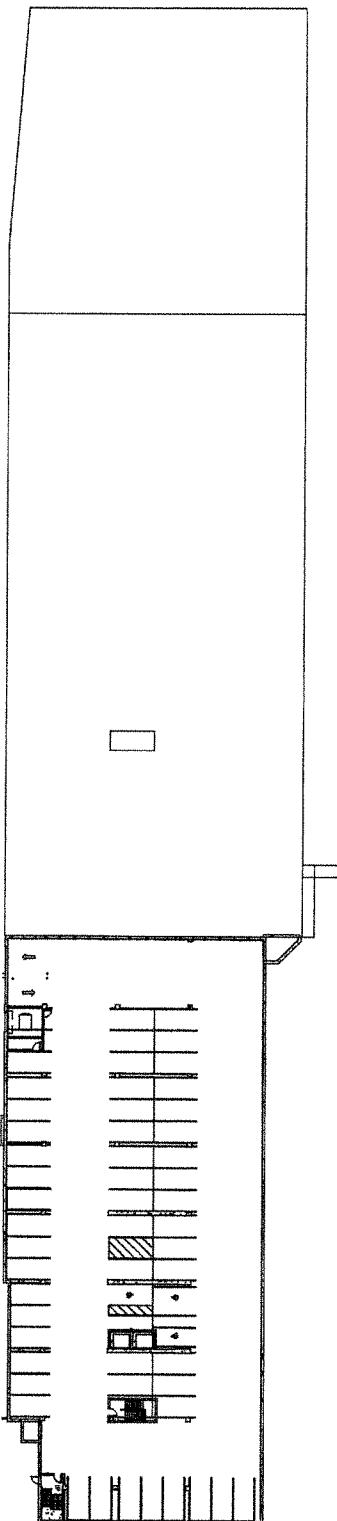
P3 PARKING GARAGE STALL USE:			
UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	0		
UNIT 2B - RESIDENTIAL CONDOMINIUMS	55	X	
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P2 PUBLIC STALLS	0		

*PARKING LEVEL 3 EXCLUSIVE USE BY RESIDENTIAL CONDOMINIUMS



SCALE 1"=50'

00227



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WWW.PERIGEECIVL.COM

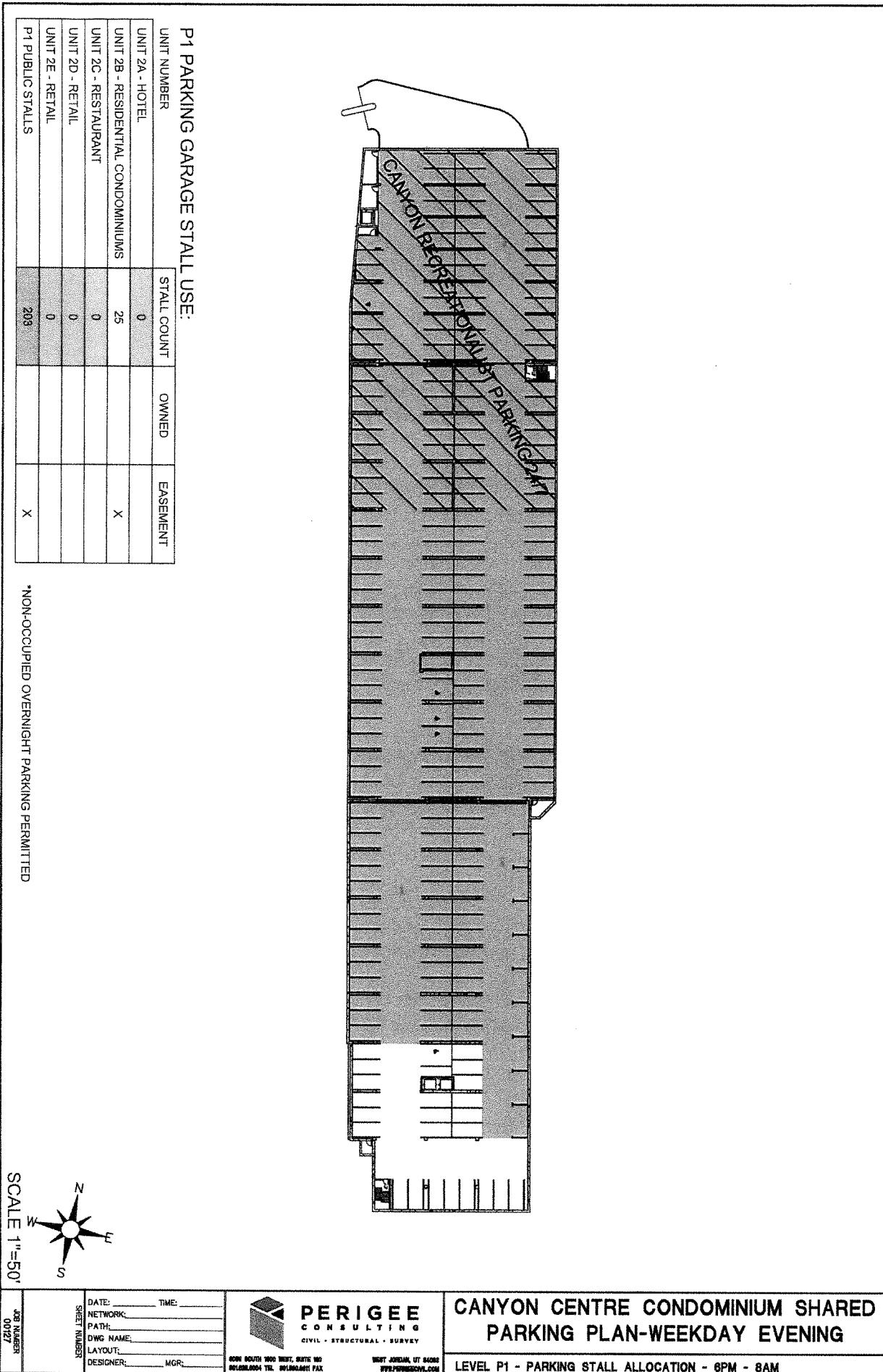
CANYON CENTRE CONDOMINIUM SHARED PARKING PLAN-WEEKDAY

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

Canyon Centre Condominium Shared Parking Plan - Amended

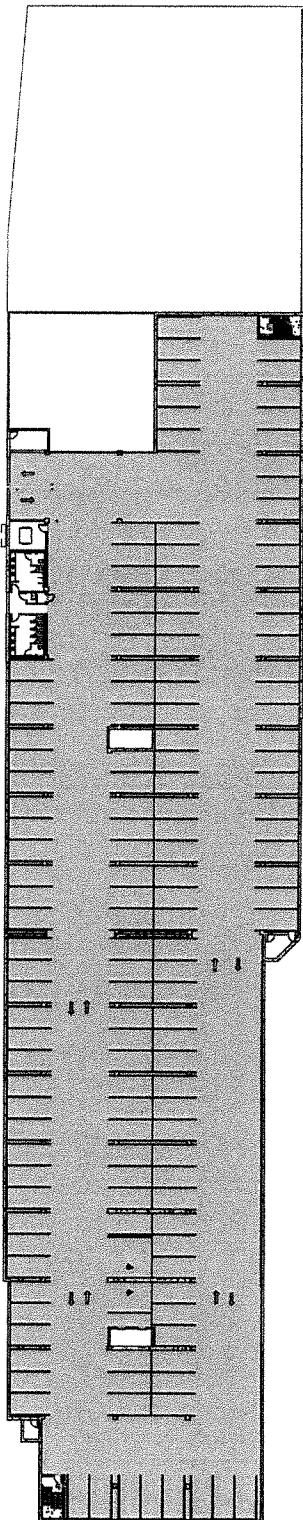
Cottonwood Heights City, Utah

5. Weekday Evening Parking Stall Allocation



P2 PARKING GARAGE STALL USE:

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	148	X	
UNIT 2B - RESIDENTIAL CONDOMINIUMS	0		
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
UNIT 2E - RETAIL	0		
P2 PUBLIC STALLS	0		

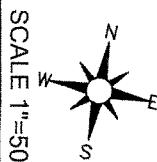


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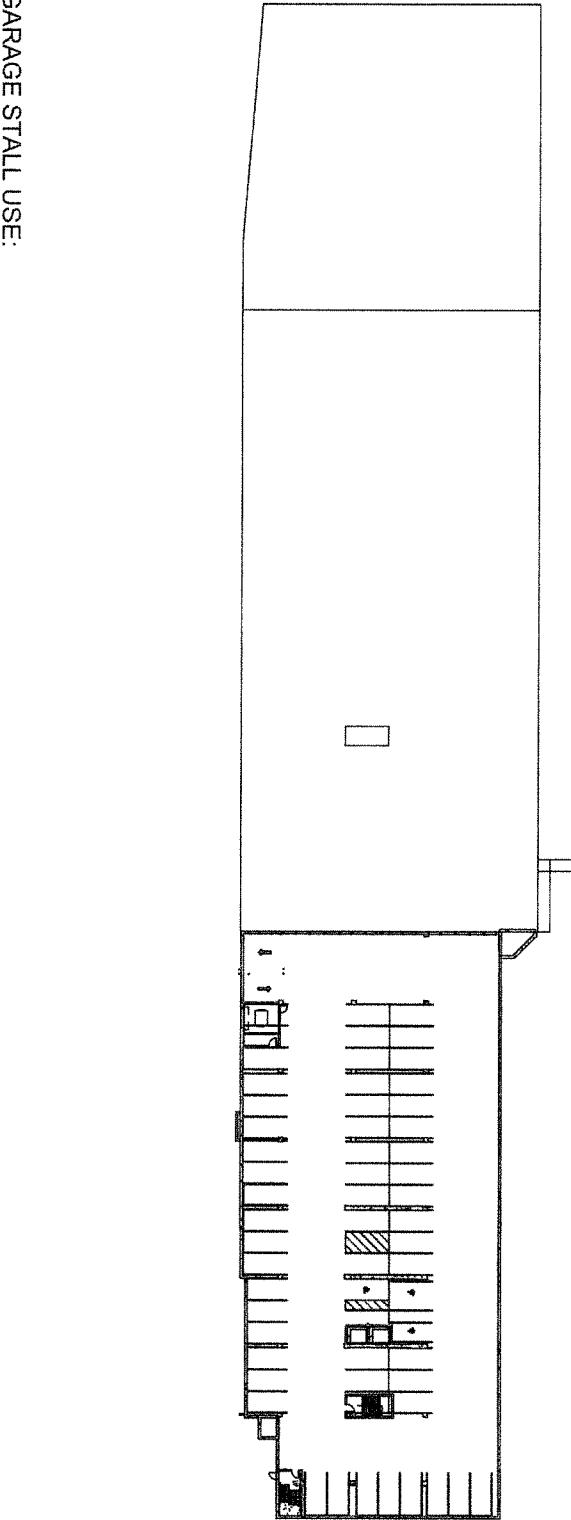
DATE: _____	TIME: _____	 PERIGEE <small>CONSULTING</small> <small>CIVIL • STRUCTURAL • SURVEY</small>	CANYON CENTRE CONDOMINIUM SHARED PARKING PLAN-WEEKDAY EVENING	
NETWORK: _____	_____			
DWG. NAME: _____	_____			
LAYOUT: _____	_____			
DESIGNER: _____	MGR: _____		LEVEL P2 - PARKING STALL ALLOCATION - 6PM - 8AM	
JOB NUMBER: 0027				

P3 PARKING GARAGE STALL USE:			
UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	0		
UNIT 2B - RESIDENTIAL CONDOMINIUMS	55	X	
UNIT 2C - RESTAURANT	0		
UNIT 2D - RETAIL	0		
P2 PUBLIC STALLS	0		

*PARKING LEVEL 3 EXCLUSIVE USE BY RESIDENTIAL CONDOMINIUMS



SCALE 1"=50'

JOB NUMBER:
00127

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**CANYON CENTRE CONDOMINIUM SHARED
PARKING PLAN-WEEKDAY EVENING**

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

Canyon Centre Condominium Shared Parking Plan - Amended

Cottonwood Heights City, Utah

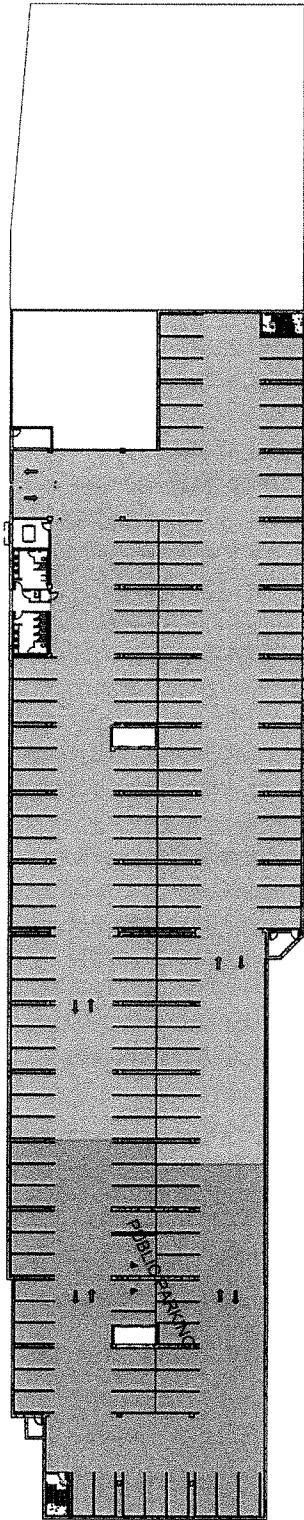
6. Weekend Evening Parking Garage Stall Allocation - (P2 Only)

P2 PARKING GARAGE STALL USE:

UNIT NUMBER

UNIT 2A - HOTEL

UNIT NUMBER	STALL COUNT	OWNED	EASEMENT
UNIT 2A - HOTEL	108	X	
UNIT 2B - RESIDENTIAL CONDOMINIUMS	0		
UNIT 2C - RESTAURANT	0		
UNIT 2E - RETAIL	0		
P2 PUBLIC STALLS	40		



SCALE 1"=50'

JOB NUMBER
00127DATE: _____ TIME: _____
NETWORK: _____
DWG. NAME: _____
LAYOUT: _____
DESIGNER: _____ MGR: _____
SHEET NUMBER

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**CANYON CENTRE CONDOMINIUM SHARED
PARKING PLAN-WEEKEND EVENING**

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