

RESOLUTION NO. _____

ADOPTED: _____, 2020

A RESOLUTION OF THE SALT LAKE COUNTY COUNCIL APPROVING
AND AUTHORIZING THE GRANT OF A TEMPORARY CRANE SWING
EASEMENT TO SALT LAKE CITY CH, LLC

RECITALS

A. Salt Lake County (the “County”) owns a parcel of real property located at approximately 100 South West Temple in Salt Lake City, Utah, identified as Parcel No. 15-01-226-006, on which a portion of the Salt Palace Convention Center is located (the “Salt Palace”).

B. Salt Lake City CH, LLC (the “Developer”) is constructing certain improvements on real property immediately adjacent to the Salt Palace that will require the use of construction tower cranes and related equipment (the “Cranes”).

C. Developer has requested that the County grant a Temporary Crane Swing Easement, the form of which is attached hereto as Exhibit A (the “Easement”).

D. Developer has agreed to pay \$500.00 for the Easement, which amount has been determined by the Salt Lake County Real Estate Section as full and adequate consideration.

E. It has been determined that the best interests of the County and the general public will be served by granting the Easement to the Developer. The terms and conditions of the Easement are in compliance with all applicable state statues and county ordinances.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Salt Lake County Council that the Mayor and County Clerk are hereby authorized to execute the Easement, attached hereto as Exhibit A and by this reference made a part of this Resolution, and to deliver the fully executed document to the County Real Estate Section for delivery to the Developer.

APPROVED and ADOPTED this _____ day of _____, 2020.

SALT LAKE COUNTY COUNCIL

By: _____
Max Burdick, Chair

ATTEST:

Sherrie Swensen, Salt Lake County Clerk

Council Member Bradley voting _____
Council Member Bradshaw voting _____
Council Member Burdick voting _____
Council Member DeBry voting _____
Council Member Ghorbani voting _____
Council Member Granato voting _____
Council Member Jensen voting _____
Council Member Newton voting _____
Council Member Snelgrove voting _____

APPROVED AS TO FORM:

R. Christopher Preston
Deputy District Attorney

EXHIBIT A
(Temporary Crane Swing Easement)

After Recording Please Return To:

Holland & Hart LLP
Attn: Carl W. Barton, Esq.
222 South Main Street, Suite 2200
Salt Lake City, Utah 84101

TEMPORARY CRANE SWING EASEMENT AGREEMENT

THIS TEMPORARY CRANE SWING EASEMENT AGREEMENT (this "**Agreement**") made and entered into this ____ day of _____, 2020 (the "**Effective Date**"), by and between Salt Lake County, a body corporate and politic of the State of Utah ("**Grantor**"), and Salt Lake City CH, LLC, a Delaware limited liability company ("**Grantee**"), whose address is c/o Portman Holdings, LLC, 303 Peachtree Center Avenue, Suite 575, Atlanta, Georgia 30303, Attention: Jeff Greenway. Grantor and Grantee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS:

A. Grantor is the owner of that certain parcel of real property more particularly described on **Exhibit A** attached hereto and incorporated herein (the "**Grantor Property**").

B. Grantee anticipates the construction of certain improvements on certain real property within the vicinity of the Grantor Property that may require the use of construction tower cranes and related equipment.

C. In connection with the foregoing, Grantee has requested from Grantor, and Grantor is willing to grant to Grantee, certain easement rights relating to the Grantor Property, as more particularly described herein, subject to the terms and conditions below.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars and other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties do hereby covenant and agree as follows:

1. Temporary Crane Easement.

(a) Grantor hereby grants to Grantee, for the use by Grantee and its successors, assigns, agents, and contractors, a temporary easement in gross over the Grantor Property (the "**Crane Easement**") for construction tower cranes and related equipment operated by Grantee or its contractors (collectively, the "**Construction Cranes**") to enter and encroach into, onto, and/or through the air space located above the Grantor Property; provided, however, such entry, encroachment and activities shall (i) be at such a level above the Grantor Property and any improvements located thereon, so as not to interfere with normal and customary activities and

operations on the Grantor Property, and (ii) at all times be conducted in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including OSHA regulations. The Crane Easement shall not permit the carrying by the Construction Cranes of any loads over the Grantor Property or the improvements located thereon. The travel path of the Construction Cranes is generally depicted on Exhibit B attached hereto and made a part hereof (to the extent within the boundaries of the Grantor Property, the "Crane Swing Easement Area"). Grantee shall not be entitled to materially deviate from the Crane Swing Easement Area without Grantor's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Upon receipt of Grantor's written consent thereto, any such approved modifications shall automatically amend the Crane Swing Easement Area without any further action on the part of either Party.

(b) The Crane Easement shall automatically terminate without further action by the Parties on the earlier to occur of (i) the date upon which Grantee removes the Construction Cranes from the property on which such facilities are located, or (ii) three (3) years after the Effective Date. Upon the termination of the Crane Easement, Grantee, if required by Grantor, shall execute and deliver to Grantor written confirmation of such termination in such form as shall be recordable in the real estate records of Salt Lake County, Utah (the "Records"), and Grantor shall be entitled to record such confirmation in the Records without the need for further consent by Grantee.

2. Indemnification. Grantee hereby agrees to indemnify Grantor and hold Grantor harmless from and against any and all claims, damages, liabilities, costs, and expenses (including costs of defense, settlement, and reasonable attorneys' fees) which Grantor may hereafter incur, become responsible for, or be obligated to fund as a result of the death or bodily injury to any person, destruction or damage to any property, or any violations of governmental laws, regulations or orders if and to the extent caused by the exercise of the Crane Easement. The terms of this Section 2 shall survive the termination or expiration of this Agreement.

3. Insurance. Grantee shall obtain and maintain, and Grantee shall furnish applicable insurance certificates to Grantor for, Commercial General Liability Insurance providing coverage for injuries to persons as well as damage to property in an amount not less than \$4,000,000.00 in the aggregate and not less than \$2,000,000.00 per occurrence relating to the acts and omissions of Grantee and its employees and contractors relating to the exercise of the Crane Easement. Such Commercial General Liability insurance coverage shall be issued by one or more insurance companies licensed to do business in Utah that are rated at least "A-" by Best's Insurance Reports, and such insurance shall be maintained in full force and effect during the term of this Agreement. All such insurance policies required under this Section 3 also shall name Grantor and Grantor's lender(s), if any, as additional insureds.

4. Run with the Land; Governing Law. The rights, easements and obligations established in this Agreement shall run with title to the Grantor Property and shall, as applicable, be binding upon and inure to the benefit of Grantee and Grantor and their respective assigns, successors, and grantees, and in particular such parties with whom Grantee may contract for the construction of the improvements and subcontractors engaged or employed by Grantee's contractors. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

5. Recordation; Counterparts. This Agreement shall be recorded in the real property records of Salt Lake County, Utah. This Agreement may be executed in multiple counterparts, each of which will constitute an original, but all of which, taken together, will constitute one and the same agreement.

6. Notices. All notices, consents, requests, demands or other communications to or from either Party hereunder shall be in writing and shall be effective for all purposes upon receipt, including, but not limited to, (i) personal delivery; (ii) delivery by messenger, express or air courier or similar courier; (iii) delivery by United States first class certified or registered mail, postage prepaid; or (iv) delivery by email, provided, with respect to any email delivery, the noticing Party delivers to the other Party a hard copy notice not later than the next business day in accordance with one of clauses (i) through (iii) above in this Section 6, and addressed as follows:

Grantor: Salt Lake County
2001 South State Street, Suite N2-100
Salt Lake City, Utah 84114
Attn: Deputy Mayor

With a copy to: Deputy District Attorney
35 East 500 South
Salt Lake City, Utah 84111
Attention: Zachary Shaw
Email: ZShaw@slco.org

Grantee: Salt Lake City CH, LLC
c/o Portman Holdings, LLC
303 Peachtree Center Avenue, Suite 575
Atlanta, GA 30303
Attention: Jeff Greenway
Email: jgreenway@portmanholdings.com

With a copy to: Holland & Hart LLP
222 South Main Street, Suite 2200
Salt Lake City, Utah 84101
Attention: Carl Barton
Email: cbarton@hollandhart.com

[Signatures begin on next page]

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

GRANTOR:

Salt Lake County,
a body corporate and politic of the State of Utah

By: _____
Mayor Jennifer Wilson or Designee

By: _____
Sherrie Swensen, Salt Lake County Clerk

Approved as to Form and Legality:

Deputy District Attorney

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this ___ day of _____, 2020, personally appeared before me _____, who being duly sworn, did say that (s)he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this ___ day of _____, 2020, personally appeared before me Sherrie Swensen, who being by me duly sworn, did say and acknowledge that (s)he is the Clerk of Salt Lake County, and that the foregoing _____ was signed by her on behalf of Salt Lake County by authority of a Resolution of the Salt Lake County Council.

NOTARY PUBLIC
Residing in Salt Lake County, Utah

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

GRANTEE:

Salt Lake City CH, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF _____)

: ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me on _____, by
_____ as _____ of Salt Lake City CH, LLC, a Delaware limited
liability company.

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

EXHIBIT A

GRANTOR PROPERTY DESCRIPTION

A PARCEL OF LAND BEING PART OF BLOCK 68, PLAT "A", SALT LAKE CITY SURVEY AND THE VACATED RIGHTS OF WAY OF 100 SOUTH STREET AND 200 WEST STREET. SAID PARCEL OF LAND IS LOCATED IN THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST OF THE SALT LAKE BASE AND MERIDIAN. THE BOUNDARY OF SAID PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

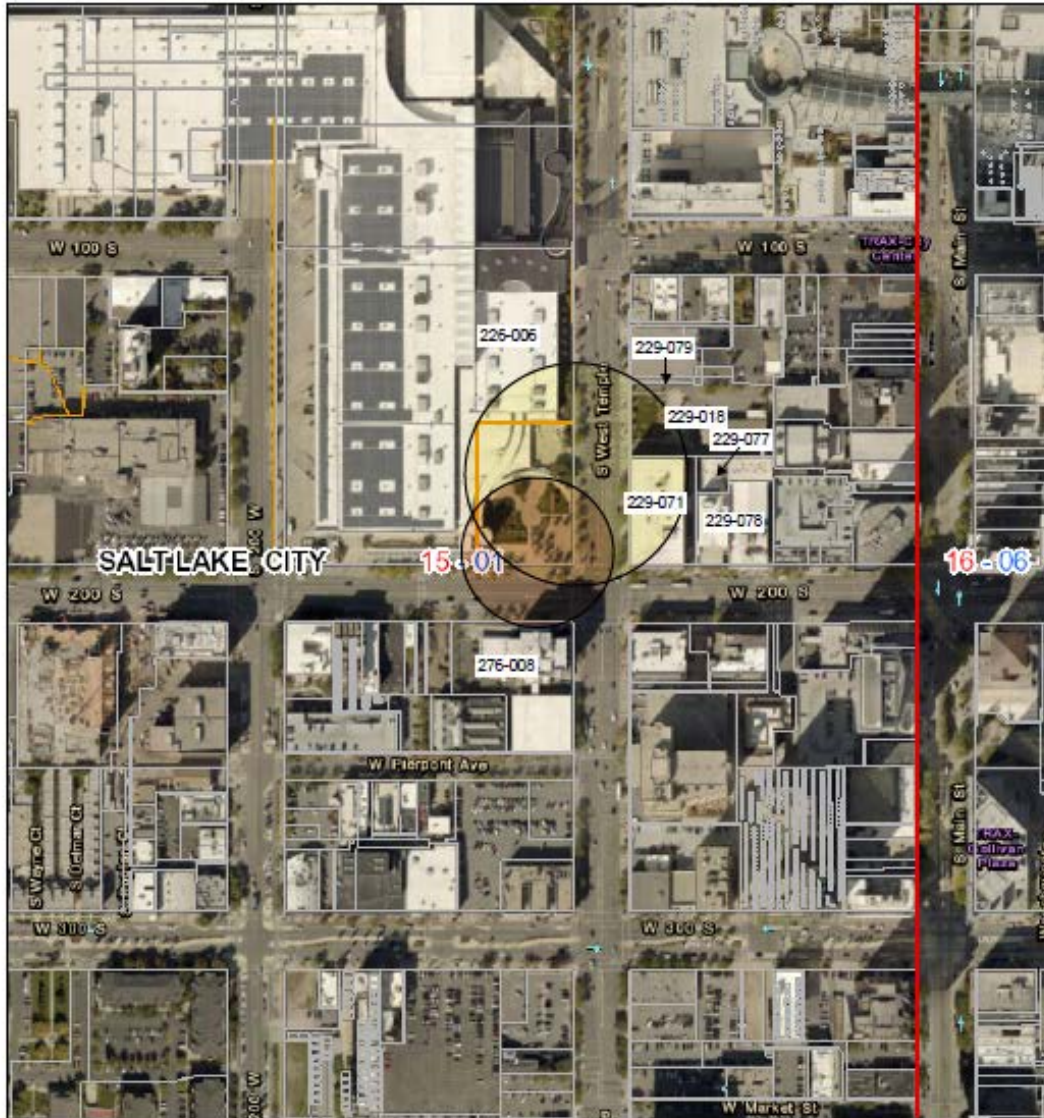
BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 68, BEING THE SOUTHEASTERLY CORNER OF AN ENTIRE TRACT KNOWN AS PARCEL 15-01-226-005 AND DESCRIBED IN THAT QUIT CLAIM DEED RECORDED ON NOVEMBER 22, 1994 AS ENTRY # 5971108 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, WHICH POINT IS 63.98 FEET S. 89°56'38" W. AND 64.43 FEET N. 00°02'52" W. AND 660.30 FEET S. 89°56'38" W. FROM THE CITY MONUMENT LOCATED AT THE INTERSECTION OF 200 SOUTH AND WEST TEMPLE STREETS; THENCE ALONG THE BOUNDARY OF SAID ENTIRE TRACT THE FOLLOWING FOUR COURSES: 1) S. 89°56'38" W. (RECORD = S. 89°58'19" W.) 21.87 FEET; 2) N. 00°01'00" W. (RECORD = N. 00°01'07" W.) 737.44 FEET; 3) N. 89°59'21" E. (RECORD = N. 89°58'53" E.) 21.87 FEET; 4) S. 00°04'26" W (RECORD = S. 0°01'07" E.) 12.04 FEET TO THE CENTERLINE OF THE VACATED 100 SOUTH STREET DESCRIBED IN THAT QUIT CLAIM DEED RECORDED ON FEBRUARY 15, 1967 AS ENTRY # 2188364 IN THE OFFICE OF SAID RECORDER; THENCE N. 89°54'43" E. 660.01 FEET ALONG SAID CENTERLINE TO THE EASTERLY BOUNDARY LINE OF SAID STREET VACATION; THENCE S. 00°01'46" E. 65.75 FEET ALONG SAID EASTERLY VACATION LINE TO THE NORTHEAST CORNER OF SAID BLOCK 68; THENCE S. 00°02'46" E. (RECORD = S. 00°00'59" E.) 334.93 FEET ALONG THE EAST LINE OF SAID BLOCK 68; THENCE S. 89°57'14" W. 220.00 FEET; THENCE S. 00°02'46" E. 325.11 FEET TO THE SOUTH LINE OF SAID BLOCK 68; THENCE S. 89°56'38" W. (RECORD = S. 89°58'16" W.) 440.34 FEET ALONG SAID SOUTH LINE OF BLOCK 68 TO THE POINT OF BEGINNING.

Tax Parcel No. 15-01-226-006

EXHIBIT B

CRANE SWING EASEMENT AREA

Tower Crane Swing Radius Overlay Parcel Map

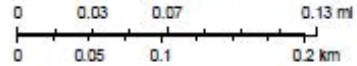


November 18, 2019

Parcel Legend

226-006	- 15012260030000
229-018	- 15012290180000
229-019	- 15012290190000
229-071	- 15012290710000
229-077	- 15012290770000
229-078	- 15012290780000
229-079	- 15012290790000
276-008	- 15012760080000

1:5,072



Source: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS,

This map was created by the office of the Salt Lake County Assessor, in cooperation with the office of Surveyor, Recorder, Auditor, and Information Services. Copyright 2013, Assessor GIS 1 as an approximate fit in regards to the spatial position of the layers presented. This map is not intended to represent an actual field Survey of, nor establish the actual relation between, any of the layers depicted here.