

**SECOND AMENDMENT TO AGREEMENT FOR
LEASE, OPERATION AND MAINTENANCE OF PARKING FACILITY**

**THIS SECOND AMENDMENT TO AGREEMENT FOR LEASE, OPERATION AND
MAINTENANCE OF PARKING FACILITY ("Amendment") is made and entered into as of ~~June~~ ^{March 3}
_____, 199~~7~~⁸, by and between the **OGDEN CITY REDEVELOPMENT AGENCY, formerly**
known as the, OGDEN CITY NEIGHBORHOOD DEVELOPMENT AGENCY, a public
body, corporate and politic, formed, organized and existing under provisions of the Utah
Neighborhood Development Act, Chapter 2, Part 12, Title 17A, Utah Code Annotated 1953, as
amended, (previously Chapter 19, Title 11) ("Agency"); and the ASSOCIATION OF UNIT
OWNERS OF THE OGDEN CITY CENTRE CONDOMINIUM PROJECT ("Operator").**

RECITALS

WHEREAS, Boyer-Washington Boulevard Associates, II, ("Boyer") a Utah Limited
Partnership, and the Agency previously entered into that certain Agreement for Lease, Operation and
Maintenance of Parking Facility dated August 18, 1989, as amended on December 30, 1992
(collectively "the Lease"); and

WHEREAS, Boyer, Agency, and Operator also entered into that certain Assignment,
Assumption, Consent and Estoppel Agreement dated December 30, 1992, whereby Operator
succeeded to and assumed the position and responsibility of Boyer as Operator under the Lease with
the consent of the Agency; and

WHEREAS, Agency and Operator are mutually desirous of effecting the realignment of
Canal Alley which realignment necessitates a revision to the legal description and area subject to the
Lease.

E# 1541806 BK1924 PG657
DOUG CROFTS, WEBER COUNTY RECORDER
04-MAY-98 859 AM FEE \$16.00 DEP HB
REC FOR: OGDEN.CITY

NOW, THEREFORE, for and in consideration of the benefits to be derived from the realignment of Canal Alley which abuts the leasehold area, the receipt and sufficiency of which is hereby acknowledged, Operator and Agency covenant and agree that the Lease is amended in the following particulars:

The legal description of the leasehold real property subject to the Lease as originally described in Exhibit "A" to the original lease is replaced, modified and superceded in all respects with a new Exhibit "A," as annexed to this Amendment.

IN WITNESS WHEREOF, the Agency and Operator have caused this Amendment to be executed and attested by their proper officers thereunto duly authorized as of the day and year first above written.

**OGDEN CITY REDEVELOPMENT AGENCY,
formerly, THE OGDEN CITY
NEIGHBORHOOD DEVELOPMENT AGENCY**

By: Wayne Pan
Rocky J. Fluhart, Chief Administrative Officer

ATTEST:

Robert O. Scott
Robert O. Scott, Secretary

ASSOCIATION OF UNIT OWNERS OF THE
 OGDEN CITY CENTRE CONDOMINIUM
 PROJECT

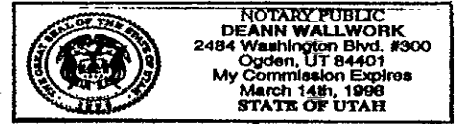
By: *Mark Wilkinson*
 Its: President

ATTEST:

STATE OF UTAH)
)ss.
 COUNTY OF WEBER)

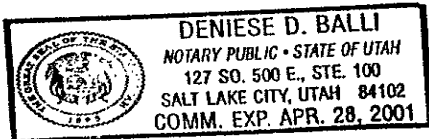
I certify that I know or have satisfactory evidence that *Wayne Parker* ~~Rocky J. Fluhart~~ and Robert O. Scott signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it as the ~~Chief~~ ^{Chief} Administrative Officer and Secretary, respectively, of the OGDEN CITY REDEVELOPMENT AGENCY, formerly the OGDEN CITY NEIGHBORHOOD DEVELOPMENT AGENCY, to be the free and voluntary act and deed of said public body, for the uses and purposes mentioned in the instrument.

Deann Wallwork
 NOTARY PUBLIC



STATE OF UTAH)
)ss.
 COUNTY OF WEBER)

I certify that I know or have satisfactory evidence that *Mark Wilkinson* signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President, of the ASSOCIATION OF UNIT OWNERS OF THE OGDEN CITY CENTRE CONDOMINIUM PROJECT, to be the free and voluntary act and deed of said public body, for the uses and purposes mentioned in the instrument.



Deniese D. Balli
 NOTARY PUBLIC

EXHIBIT "A"

Beginning at a point on the North right of way line of 25th Street and the new East right of way line of Canal Alley said point being South 89D02'00" East 157.156 feet from the Southwest corner of Lot 5, Block 26, Plat "A," Ogden City Survey; and running thence North 20D21'04" East along said East line 54.35 feet; thence North 0D58'00" East along said East line 147.02 feet; thence North 22D13'55" West along said East line 68.54 feet; thence North 0D58'00" East along said East line 27.51 feet; thence South 89D02'00" East 69.56 feet; thence North 0D58'00" East 19.50 feet; thence South 89D02'00" East 10.01 feet; thence North 0D58'00" East 23.51 feet; thence South 89D02'00" East 36.73 feet; thence North 0D58'00" East 7.25 feet; thence South 89D02'00" East 188.53 feet; thence South 0D58'00" West 339.05 feet to the North line of 25th Street; thence North 89D02'00" West along said North line 295.87 feet to the point of beginning. Contains 2.1150 acres.

01-083-0001 to 0008