

WHEN RECORDED, MAIL TO:
David E. Gee, Esq.
PARR BROWN GEE & LOVELESS
101 South 200 East, Suite 700
Salt Lake City, Utah 84111

13324604
7/10/2020 9:06:00 AM \$40.00
Book - 10976 Pg - 6376-6387
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 12 P.

Parcel Nos.: 16-06-107-042; 16-06-107-001;
16-06-107-002; 16-06-112-001

CORRECTION TO AMENDMENT TO RECIPROCAL EASEMENTS AGREEMENT

Note: This Correction to Amendment to Reciprocal Easements Agreement clarifies and corrects that certain Amendment to Reciprocal Easement Agreement dated December 6, 2017 and recorded December 12, 2017 as Entry No. 12677786 at Book 10628 at Page 8361 of the Official Records of Salt Lake County.

THIS CORRECTION TO AMENDMENT TO RECIPROCAL EASEMENTS AGREEMENT (the "Correction Instrument") is made and entered into this 14 day of NOVEMBER, 2019 (the "Effective Date"), by and between **THE UNITED STATES OF AMERICA**, acting by and through the ADMINISTRATOR OF GENERAL SERVICES, through its authorized representatives under and pursuant to authority of 40 U.S.C. § 1314, as amended (the "Government"), and **BOYER 151, L.C.**, a Utah limited liability company ("Boyer 151") and **BOYER 102, L.C.**, a Utah limited liability company ("Boyer 102"). The Government and Boyer 151 and Boyer 102 are sometimes referred to individually as a "Party" or, collectively, as the "Parties."

RECITALS

A. The Government and Boyer QC Holdings, L.C., a Utah limited liability company ("Boyer QC") entered into a certain Reciprocal Easements Agreement dated May 29, 2014 and recorded June 4, 2014 as Entry No. 11860095, in Book 10235, at Page 7647, in the Office of the Recorder of Salt Lake County, Utah (the "REA"). Capitalized terms that are used but not defined in this Correction Instrument shall have the same meanings as set forth in the REA.

B. The Parties entered into a certain Amendment to Reciprocal Easements Agreement dated December 6, 2017 and recorded December 12, 2017 as Entry No. 12677786 in Book 10628 at Page 8361 of the Official Records of Salt Lake County (the "Original Amendment"), which amended the REA.

C. Attachment "1-A" and Attachment "2-A" to the Original Amendment were both incorrect.

D:\151\2019 Am to Am REA.deg9.doc

SAVED in L. File

D. The Parties desire to record this Correction Instrument to reflect the correct **Attachment “1-A”** and **Attachment “2-A”**.

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

1. Substituted Attachments.

a. **Corrected Attachment “1-A,”** which is hereby incorporated and made a part of the REA by this reference is substituted for the form of Attachment 1-A that was attached to the Original Amendment.

b. **Corrected Attachment “2-A,”** which is hereby incorporated and made a part of the REA by this reference is substituted for the form of Attachment 2-A that was attached to the Original Amendment.

2. Scope of Correction Instrument. In the event of any inconsistency between this Correction Instrument and the REA as previously amended by the Original Amendment, the provisions of this Correction Instrument shall control. Except as modified by this Correction Instrument, the REA shall continue in full force and effect.

3. Counterparts. This Correction Instrument may be executed in any number of counterparts. Each such counterpart of this Correction Instrument shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

4. Joinders and Consents. Certain portions of the Property affected by the REA as previously amended by the Original Amendment have been conveyed to third persons. Those persons may execute the Joinder and Consents in the form attached hereto.

5. Attachments. All attachments attached to or otherwise referenced in this Correction Instrument are expressly made a part of this Correction Instrument by reference as fully as though completely set forth in this Correction Instrument.

*(Remainder of page intentionally left blank)
Signatures appear on following page*

IN WITNESS WHEREOF, the Parties have executed this Correction Instrument effective as of the Effective Date.

GOVERNMENT

THE UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR OF GENERAL SERVICES, through its authorized representatives under and pursuant to authority of 40 U.S.C § 1314, as amended

By: Timothy O. Horne
Name: Timothy O. Horne
Its: _____

STATE OF ~~UTAH~~ COLORADO)
: ss.
COUNTY OF JEFFERSON)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 14TH day of November, 2019, within my jurisdiction, the within named Timothy O. Horne, who acknowledged to me that he is a Employee/RA GSARS of THE UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR OF GENERAL SERVICES, through its authorized representatives under and pursuant to authority of 40 U.S.C. § 1314, as amended, and that for and on behalf of said entity, and as its act and deed, he executed the above and foregoing instrument.

Michael J. Smith
NOTARY PUBLIC
Residing at: Salt Lake County, Utah


My Commission Expires:
January 24, 2021

MICHAEL J SMITH
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19904003367
MY COMMISSION EXPIRES JANUARY 24, 2021

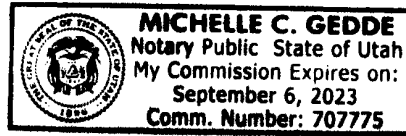
BOYER 151

BOYER 151, L.C., a Utah limited liability company, by its Manager:

THE BOYER COMPANY, L.C., a Utah limited liability company

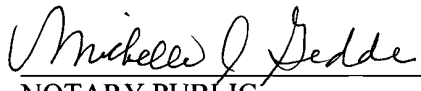
By: 
Name: Brian Gochnour
Its: Manager

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



The foregoing instrument was acknowledged before me this 19 day of November, 2019 by Brian Gochnour, a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is a Manager of BOYER 151, L.C., a Utah limited liability company.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

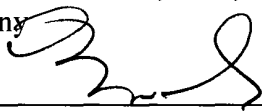

NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:
September 6, 2023

BOYER 102

BOYER 102, L.C., a Utah limited liability company, by its Manager:

THE BOYER COMPANY, L.C., a Utah limited liability company




By: _____
 Name: Brian Gochnour
 Its: Manager

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



The foregoing instrument was acknowledged before me this 19 day of November, 2019 by Brian Gochnour, a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is a Manager of BOYER 102, L.C., a Utah limited liability company.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



 NOTARY PUBLIC
 Residing at: Salt Lake County, Utah

My Commission Expires:
September 6, 2023

CORRECTED ATTACHMENT "1-A"
TO
AMENDMENT TO RECIPROCAL EASEMENTS AGREEMENT

Description of Government Easements Grant

An access easement for Right of Way purposes within Lots 3, 4 and 7 of Block 71, Plat "A", Salt Lake City Survey, in the City of Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

Beginning at a point on the East Right of Way Line of State Street located 148.00 feet South 0°01'43" East along said East Line from the Northwest Corner of said Lot 4 of Block 71; and running thence North 89°58'22" East 122.73 feet to a point of curvature; thence Northeasterly along the arc of a 25.00 foot radius curve to the left a distance of 39.27 feet (Central Angle equals 90°00'05" and Long Chord bears North 44°58'19" East 35.36 feet) to a point of tangency; thence North 0°01'43" West 49.50 feet; thence North 89°58'22" East 99.77 feet; thence North 0°01'43" West 10.50 feet; thence North 89°58'22" East 247.50 feet; thence South 0°01'43" East 19.50 feet; thence South 89°58'22" West 247.50 feet; thence South 0°01'43" East 9.00 feet; thence South 89°58'22" West 82.50 feet; thence South 0°01'43" East 73.10 feet; thence South 89°58'22" West 165.00 feet to the East Line of State Street; thence North 0°01'43" West 16.60 feet along said East Line to the point of beginning.

Contains 10,471 sq. ft.

CORRECTED ATTACHMENT "2-A"
TO
AMENDMENT TO RECIPROCAL EASEMENTS AGREEMENT

Legal Description of Boyer Easement Grant

An access easement for Right of Way purposes within Lots 3, 4 and 7 of Block 71, Plat "A", Salt Lake City Survey, in the City of Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

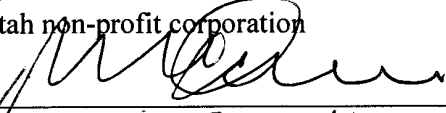
Beginning at a point on the East Right of Way Line of State Street located 174.00 feet South 0°01'43" East along said East Line from the Northwest Corner of said Lot 4 of Block 71; and running thence North 0°01'43" West 9.40 feet along said East Line; thence North 89°58'22" East 165.00 feet; thence North 0°01'43" West 73.10 feet; thence North 89°58'22" East 82.50 feet; thence North 0°01'43" West 9.00 feet; thence North 89°58'22" East 247.50 feet; thence North 0°01'43" West 12.50 feet; thence North 89°58'22" East 125.34 feet; thence North 86°22'46" East 33.44 feet; thence North 83°30'29" East 6.33 feet to the West Line of 200 East Street at a point being 67.19 feet South 0°01'43" East along said West Line from the Northeast Corner of Lot 7 in said Block 71; thence South 0°01'43" East 22.08 feet along said West Line; thence South 89°58'17" West 1.21 feet; thence South 78°49'37" West 5.28 feet to a point of curvature; thence Southwesterly along the arc of a 118.00 foot radius curve to the right a distance of 22.95 feet (Central Angle equals 11°08'44" and Long Chord bears South 84°23'59" West 22.92 feet) to a point of tangency; thence South 89°58'21" West 123.11 feet to a point of curvature; thence Northwesterly along the arc of a 98.00 foot radius curve to the right a distance of 18.48 feet (Central Angle equals 10°48'25" and Long Chord bears North 84°37'27" West 18.46 feet) to a point of reverse curvature; thence Northwesterly along the arc of a 102.00 foot radius curve to the left a distance of 19.24 feet (Central Angle equals 10°48'25" and Long Chord bears North 84°37'26" West 19.21 feet) to a point of tangency; thence South 89°58'21" West 185.83 feet to a point of curvature; thence Southwesterly along the arc of a 102.00 foot radius curve to the left a distance of 16.68 feet (Central Angle equals 9°22'06" and Long Chord bears South 85°17'18" West 16.66 feet) to a point of reverse curvature; thence Southwesterly along the arc of a 118.00 foot radius curve to the right a distance of 19.29 feet (Central Angle equals 9°22'06" and Long Chord bears South 85°17'18" West 19.27 feet) to a point of tangency; thence South 89°58'21" West 54.94 feet; thence Southwesterly along the arc of a 20.00 foot radius curve to the left a distance of 22.81 feet (Center bears South 24°40'47" East, Central Angle equals 65°20'56" and Long Chord bears South 32°38'45" West 21.60 feet) to a point of tangency; thence South 0°01'43" East 63.91 feet; thence South 89°58'22" West 181.95 feet to the East Line of State Street and the point of beginning.

Contains 8,447 sq. ft.

**JOINDER AND CONSENT
TO
CORRECTION TO AMENDMENT
RECIPROCAL EASEMENTS AGREEMENT**

The undersigned hereby joins, acknowledges and consent to the foregoing Correction to Amended to Reciprocal Easements Agreement and the recording thereof in the Salt Lake County Recorder's Office and agrees that to the extent that the same affects any portion of the Common Elements, the Association is bound by the Correction Notice and the Original Amendment as though a party hereto.

71
BLOCK ~~75~~ 71 CONDOMINIUM ASSOCIATION, INC.
a Utah non-profit corporation

By: 
Name: Mark Cornelius
Title: VP/Manager

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

²⁰The foregoing instrument was acknowledged before me this 6 day of FEBRUARY, 2019, by MARK CORNELIUS, the VP of Block 71 ~~of~~ Condominium Association, Inc.


Notary Public

[Seal]



**JOINDER AND CONSENT
TO
CORRECTION TO AMENDMENT TO
RECIPROCAL EASEMENTS AGREEMENT**

The undersigned hereby joins, acknowledges and consent to the foregoing Correction to Amendment to Reciprocal Easements Agreement the recording and agrees that it is bound hereby and that the same runs with the land as to any property it owns.

LIBERTY SKY ASSOCIATES, LLC
a Utah limited liability company
By its manager

COWBOY PARTNERS, L.C.,
a Utah limited liability company

By: [Signature]
Name: Mark Cornelius
Title: Manager

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

²⁰ The foregoing instrument was acknowledged before me this 16 day of FEBRUARY, 2019, by MARK CORNELIUS, the MANAGER of Cowboy Partners, L.C., a Utah limited liability company, which is the manager of Liberty Sky Associates, LLC, a Utah limited liability company.

Eileen K. Snideman
Notary Public

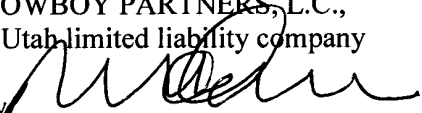


**JOINDER AND CONSENT
TO
CORRECTION TO AMENDMENT TO
RECIPROCAL EASEMENTS AGREEMENT**

The undersigned hereby joins, acknowledges and consent to the foregoing Correction to Amendment to Reciprocal Easements Agreement the recording and agrees that it is bound hereby and that the same runs with the land as to any property it owns.

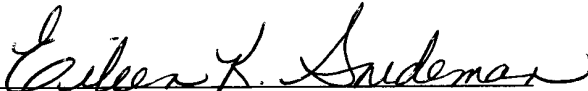
LIBERTY ON MAIN ASSOCIATES, LLC
a Utah limited liability company
By its manager

COWBOY PARTNERS, L.C.,
a Utah limited liability company

By 
Name: Mark Cornelius
Title: Manager

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 10 day of FEBRUARY, 2019, by MARK CORNELIUS, the MANAGER of Cowboy Partners, L.C., a Utah limited liability company, which is the manager of Liberty On Main Associates, LLC, a Utah limited liability company.


Notary Public



**CONSENT OF LIENHOLDER
TO
CORRECTION TO AMENDMENT TO
RECIPROCAL EASEMENTS AGREEMENT**

KeyBank National Association, a national banking association (the “**Lender**”), hereby acknowledges and consents to the recording of the foregoing Correction to Amendment to Reciprocal Easements Agreement (the “**Correction Amendment**”) and subordinates the lien of the following instruments to the Correction Amendment:

(i) that certain Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, dated as of December 19, 2012 executed by Boyer QC Holdings, L.C., a Utah limited liability company in favor of Metro National Title, a Utah corporation, as trustee, for the benefit of the Lender recorded in the Official Records of Salt Lake County, Utah (the “**Official Records**”), on December 21, 2012 as Entry No. 11541426 in Book 10090, beginning at Page 5275 (as subsequently amended, the “**Deed of Trust**”); and


(ii) that certain Assignment of Leases and Rents, dated as of December 19, 2012 executed by Boyer QC Holdings, L.C., a Utah limited liability company in favor of the Lender and recorded in the Official Records on December 21, 2012 as Entry No. 11541427 in Book 10090, beginning at Page 5303 (as subsequently amended, the “**Assignment of Leases and Rents**”).

Such subordination shall not be construed as a release of the collateral secured by the Deed of Trust or the Assignment of Leases and Rents, or a subordination of the Deed of Trust or the Assignment of Leases and Rents, as to any other recorded interest in any real property secured by such instruments.

[Remainder of Page Left Intentionally Blank. Signature Page Follows.]


DATED: 11/22, 2019.

KEYBANK NATIONAL ASSOCIATION,
a national banking association

By: 
Name: Nikolaus J. Muelleck
Title: Senior Vice President

State of Utah)
: ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me on November 22, 2019, by Nikolaus J. Muelleck, a Senior Vice President of KEYBANK NATIONAL ASSOCIATION, a national banking association.


Notary Public
Brent Montgomery

My Commission Expires: 06/05/22

