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Book - 11105 Pg - 7222-7228
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SANDY CITY
1000 CENTENNIAL PARKWAY
SANDY UT 84070
BY: MZA, DEPUTY - MA 7 P.

After Recording Return To:
Sandy City Redevelopment Agency
Attn: Redevelopment Director
1000 Centennial Parkway
Sandy UT 84070

SECOND AMENDED AND RESTATED MEMORANDUM OF GROUND LEASE

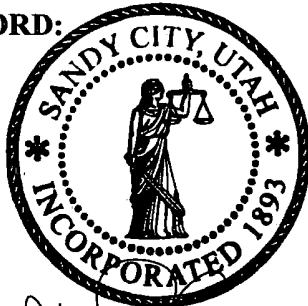
This Second Amended and Restated Memorandum of Ground Lease is executed by the REDEVELOPMENT AGENCY OF SANDY CITY (the "**Landlord**") with an address at 1000 Centennial Parkway, Sandy UT 84070, and UTAH SOCCER STADIUM OWNER, LLC (the "**Tenant**") with an address at 9256 South State Street, Sandy UT 84070.

1. Landlord and tenant have entered into that certain Ground Lease Agreement, dated September 13, 2007, as amended by that certain First Amendment to Ground Lease Agreement dated October 26, 2010, and as further amended by that certain Second Amendment to Ground Lease Agreement dated October 20, 2020 (the "**Lease**" as may be further modified, amended or supplemented from time to time), covering certain real property located in Salt Lake County, Utah, as more particularly described on Exhibit "1" attached hereto and incorporated herein by this reference (the "**Subject Property**").
2. The term of the Lease commenced on September 13, 2007 and continues for a period of 50 years after the commencement of the Initial Term (as defined in the Lease). Tenant has one option of ten years to extend the term of the Lease.
3. The Landlord and Tenant hereby provide notice to third parties of the Lease and the terms, conditions, limitations and restrictions thereof, by recording this Second Amended and Restated Memorandum of Ground Lease in the official records of Salt Lake County, State of Utah.
4. The Subject Property is subject to the terms, conditions, limitations and restrictions set forth in the Lease, which are incorporated herein by this reference.
5. Pursuant to the terms of the Lease, Landlord has granted Tenant a right of first offer to purchase the Subject Property and an option to purchase the Subject Property.
6. Reference should be made to the Lease for the particular terms, conditions, limitations, and restrictions thereof.

7. This Second Amended and Restated Memorandum of Ground Lease shall be governed by and construed in accordance with the laws of the State of Utah.
8. This Second Amended and Restated Memorandum of Ground Lease amends and restates, each in its entirety, both of the following (collectively referred to as the "**Prior Memoranda**"): (i) that certain Memorandum of Lease recorded on September 14, 2007, Entry No. 10222827, in the official records of the Salt Lake County Recorder's office, and (ii) that certain Amended and Restated Memorandum of Lease recorded on March 26, 2013, Entry No. 11604742, in the official records of the Salt Lake County Recorder's office.
9. Attached hereto as Exhibit "2", and incorporated herein by this reference, is the previous description of the Subject Property (before the Second Amendment to Ground Lease Agreement). The description of the Subject Property was modified and entirely replaced under the Second Amendment to Ground Lease Agreement. Any property described in Exhibit "2", but not also described in Exhibit "1", is hereby entirely released for the burdens, covenants, terms, and conditions of the Lease and the Prior Memoranda. The intent is that only the property described in Exhibit "1" will remain subject to the Lease and this Second Amended and Restated Memorandum of Ground Lease.

DATED AS OF JANUARY 5, 2021 BY:

LANDLORD:



REDEVELOPMENT AGENCY OF SANDY CITY,
a body corporate and political subdivision of the
State of Utah

By: [Signature]
Kurt Bradburn, Executive Director

ATTEST:

By: [Signature]
Charlie Cressall, Deputy City Recorder

TENANT:

UTAH SOCCER STADIUM OWNER, LLC, a Utah
limited liability company

By: [Signature]
Printed Name: DeWayne Harris
Title: Manager

EXHIBIT "1"

AMENDED AND RESTATED GROUND LEASE AGREEMENT DESCRIPTION

(SECOND AMENDMENT)

All of Lot 4, REAL SALT LAKE SUBDIVISION, according to the official plat thereof, recorded September 6, 2007 as Entry No. 10214892 in Book 2007P of plats at Page 359 in the office of the Salt Lake County Recorder, located in the Southeast Quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian,

LESS AND EXCEPTING therefrom that portion of said Lot 4 described by metes and bounds as follows:

Beginning at a southeasterly corner of Lot 4, REAL SALT LAKE SUBDIVISION, according to the official plat thereof, recorded September 6, 2007 as Entry No. 10214892 in Book 2007P of plats at Page 359 in the office of the Salt Lake County Recorder, said Point lies South 0°02'26" West 1482.43 feet and West 62.63 feet from a found brass cap monument at the intersection of 9000 South Street and State Street, said Point also being North 0°02'55" West 1256.34 feet and East 30.12 feet from the Southeast Corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence along the southerly line of said Lot 4 and the northerly line of Lot 2 of said REAL SALT LAKE SUBDIVISION, West 18.50 feet; thence North 0°17'00" East 82.98 feet to intersect the northerly line of said Lot 4 and the southerly line of Lot 1 of said REAL SALT LAKE SUBDIVISION; thence Northeasterly 22.25 feet along the arc of a 35.00 foot radius non-tangent curve to the left whose center bears North 13°45'31" West, has a central angle of 36°25'10" and a chord bearing of North 58°01'54" East 21.88 feet; thence South 0°17'00" West 94.57 feet to the Point of Beginning.

The above excepted parcel contains approximately 1,617 square feet in area.

ALSO AND INCLUDING

All of Lot 2, WASATCH REAL SUBDIVISION, according to the official plat thereof, recorded December 29, 2009 as Entry No. 10868244 in Book 2009P of Plats at Page 191 in the office of the Salt Lake County Recorder, located in the Southeast Quarter of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian,

ALSO AND INCLUDING that portion of Lot 1, WASATCH REAL SUBDIVISION, according to the official plat thereof, recorded December 29, 2009 as Entry No. 10868244 in Book 2009P of Plats at Page 191 in the office of the Salt Lake County Recorder, described in that certain Corrective Quit Claim Deed, recorded February 12, 2020 as Entry No. 13192699 in Book 10895 at Pages 9561-9564 in the office of the Salt Lake County Recorder as follows:

A parcel of land being part of Lot 1 of the Wasatch Real Subdivision recorded as Entry No. 10868244 in the Salt Lake County Recorder's Office, situate in the SE1/4 of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian being more particularly described as follows:

A parcel of land being part of Lot 1 of the Wasatch Real Subdivision recorded as Entry No. 10868244 in the Salt Lake County Recorder's Office, situate in the SE1/4 of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian being more particularly described as follows:

Beginning at a point 1005.58 feet North, 429.81 feet East, 31.18 feet S.00°04'57"E., and 34.42 feet S.89°58'48"E. from the South Quarter Corner of said Section 1 and running thence N.45°03'59"E. 15.69 feet along the Southerly line of Lot 2 of said subdivision; thence N.89°54'59"E. 14.13 feet along said Southerly line of Lot 2; thence S.00°01'12"W. 11.11 feet; thence N.89°58'48"W. 25.23 feet to the point of beginning.

The above described parcel of land contains 218 square feet, or 0.005 acre.

EXHIBIT "2"

Stadium Lot:

PARCEL 1:

ALL OF LOT 4, REAL SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED SEPTEMBER 6, 2007 AS ENTRY NO. 10214892 IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

PARCEL 1A:

A PERPETUAL, NON-EXCLUSIVE EASEMENT AND RIGHT-OF-WAY FOR THE LAYING, CONSTRUCTION, INSTALLATION, OPERATION, INSPECTION, SERVICING, MAINTENANCE, REPAIR, REMOVAL, ALTERATION, ENLARGEMENT, RELOCATION AND REPLACEMENT OF UTILITY PIPES, LINES, WIRES, CONDUITS AND RELATED FACILITIES INCLUDING, WITHOUT LIMITATION, PIPES, LINES, WIRES, CONDUITS AND RELATED FACILITIES FOR ELECTRICITY, NATURAL GAS, OTHER FUELS OR POWER SOURCES, TELEPHONE, SEWAGE, STORM WATER DRAINAGE AND ALL TYPES OF WATER, UNDER, THROUGH AND ACROSS, THE EASEMENT AREA, RECORDED AUGUST 29, 2007 AS ENTRY NO. 10207234 IN BOOK 9509 AT PAGE 1976 OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT NORTH 89°54'33" WEST 876.09 FEET & NORTH 1411.65 FEET FROM THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; AND RUNNING THENCE NORTH 50°22'36" WEST 20.00 FEET; THENCE NORTH 39°37'24" EAST 186.23 FEET; THENCE NORTH 00°00'44" WEST 1,077.31 FEET; THENCE SOUTH 89°59'19" EAST 20.00 FEET; THENCE SOUTH 00°00'44" EAST 1,084.51 FEET; THENCE SOUTH 39°37'24" WEST 193.44 FEET TO THE POINT OF BEGINNING.

For Reference Purposes Only: Tax Parcel Nos. 27-01-427-013-0000

27-01-476-002-0000

27-01-476-003-0000

27-01-476-004-0000

27-01-476-005-0000

27-01-426-007-0004 &

27-01-426-057-0000

27-01-476-026-0000

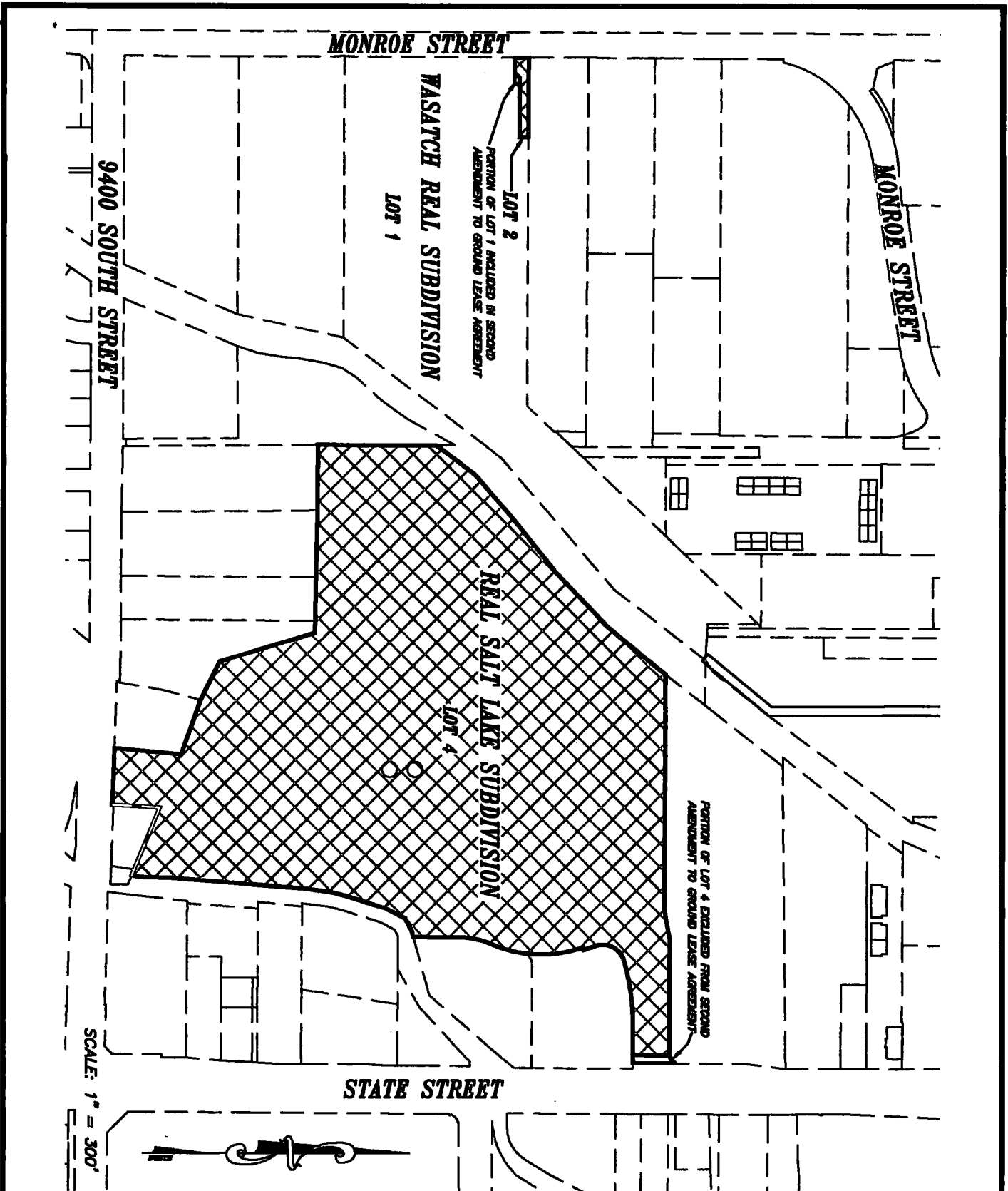
27-01-426-007-0000

Sign Marquee Lot:

ALL OF LOT 2, WASATCH SHADOWS SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, ON FILE AND OF RECORD WITH THE SALT LAKE COUNTY RECORDER'S OFFICE.

For Reference Purposes Only: Tax Parcel ID: 27014510180000

SUBJECT TO ALL RESTRICTIONS, RESERVATIONS AND OTHER CONDITIONS OF RECORD AS MAY BE DISCLOSED BY A RECORD EXAMINATION OF TITLE OF THE SUBJECT PROPERTY, AND SUCH MATTERS AS MAY BE DISCLOSED BY A PHYSICAL INSPECTION OF THE SUBJECT PROPERTY.



PREPARED BY:
 NOLAN C. HATHCOCK
 SANDY CITY SURVEYOR
 UTAH LICENSE NO. 166346
 8775 S. 700 W.
 SANDY, UTAH 84070
 PHONE: 801-568-2965

EXHIBIT TO ACCOMPANY AMENDED AND RESTATED MEMORANDUM OF LEASE AGREEMENT DESCRIPTION, (SECOND AMENDMENT), MAY 29, 2020 LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, SANDY CITY, SALT LAKE COUNTY, UTAH, DATE PREPARED: MAY 26, 2020.