

Recording Requested by  
and when Recorded Return to:

Redevelopment Agency of Salt Lake City  
Room 418, City and County Building  
451 South State Street  
Salt Lake City, Utah 84111

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12/03/2007 11:30 AM \$0.00  
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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
REDEVELOPMENT AGENCY OF SL CITY  
BY: ZJM, DEPUTY - MA 13 P.

Sidwell No. 16-06-152-072-0000  
16-06-152-075-0000  
16-06-152-077-2000  
16-06-152-077-6001  
16-06-152-078-0000  
16-06-152-079-2000  
16-06-152-079-6001  
16-06-152-080-0000

FOURTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS PERTAINING TO THE SURFACE OF  
BLOCK 57, SALT LAKE CITY, UTAH

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS PERTAINING TO THE SURFACE OF  
BLOCK 57, SALT LAKE CITY, UTAH (this "Fourth Amendment") is made this 19<sup>th</sup> day of  
November, 2007, by and among REDEVELOPMENT AGENCY OF SALT LAKE CITY, a  
public agency ("Agency"), ARCADE DEVELOPERS, LLC, a Utah limited liability company  
("Arcade"), WASATCH PLAZA HOLDINGS, LLC, a Utah limited liability company  
("Wasatch") and SALT BLOCK 57, L.L.C., a Utah limited liability company ("Salt Block"), all  
of whom are sometimes collectively referred to as the "Parties" and individually as a "Party."

RECITALS:

WHEREAS, this Fourth Amendment amends that certain Declaration of Covenants,  
Conditions, Restrictions and Easements Pertaining to a Portion of the Surface of Block 57, Salt  
Lake City, Utah which is dated June 30, 1995 and recorded July 3, 1995 as Entry No. 6113370 in  
the Records of the Salt Lake County Recorder and affecting the land more particularly described  
on Exhibit A attached hereto and incorporated by this reference, as such Declaration was  
amended by that certain First Amendment of the Declaration of Covenants, Conditions,  
Restrictions and Easements Pertaining to a Portion of the Surface of Block 57, Salt Lake City,  
Utah, dated December 20, 1996 and recorded January 17, 1997, as Entry No. 6551315 in the  
Records of the Salt Lake County Recorder; and further amended by that certain Amendment of  
Declaration of Covenants, Conditions, Restrictions and Easements Pertaining to a Portion of the  
Surface of Block 57, Salt Lake City, Utah, dated August 1, 1999 and recorded November 10,  
1999, as Entry No. 7509878 in the Records of the Salt Lake County Recorder, and further  
amended by that certain Third Amendment to Declaration of Covenants, Conditions, Restrictions

and Easements Pertaining to a Portion of the Surface of Block 57, Salt Lake City, Utah dated March 29, 2001 and recorded April 5, 2001, as Entry No. 7863226 in the Records of the Salt Lake County Recorder (collectively referred to as the "Declaration"). All capitalized terms used herein without definition shall have the meaning set forth in the Declaration, as amended; and

WHEREAS, Agency, Arcade, Wasatch and Salt Block constitute 100% of the Members of the Association, and pursuant to Section 12.7.1 of the Declaration, are permitted to amend the Declaration; and

WHEREAS, the Parties desire to amend the Declaration to show the as-built site plan, provide for the reconfiguration of the Common Area and specifically identify the revised Permitted Programming Area ("Revised Permitted Programming Area").

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

1. Exhibit C of the Declaration is hereby deleted and replaced by the following Exhibits, all of which are attached hereto and incorporated by this reference:

C-1: Site Plan (showing as-built configuration of Block 57)

C-2: Block Layout

C-3: Additional Common Area (Parcel A Corridor and Parcel B Corridor)

C-4: Revised Permitted Programming Area

The reference to Exhibit C on page v of the Table of Contents is hereby amended as set forth above.

2. Exhibit B of the Declaration is hereby deleted and replaced by the revised Exhibit B attached hereto and incorporated herein by this reference, which exhibit is the legal description of Gallivan Avenue, fka Plaza Drive.

3. Pursuant to Section 3.8 of the Declaration, the configuration of the Common Area is hereby changed to add:

(a) that certain area situated from the most westerly edge of the hotel building situated on Parcel A (as described in the Declaration), and from there running westerly to the western boundary of that Parcel A, and running from 200 South Street southerly to the north line of Gallivan Avenue (the "Parcel A Common Area") as depicted on Exhibit C-3 attached hereto and incorporated by this reference; and

(b) that certain corridor situated on the most westerly twenty (20) feet of Parcel B (as described in the Declaration) and running from 300 South Street northerly to the south line of Gallivan Avenue (the "Parcel B Common Area") as depicted on Exhibit C-3 attached hereto and incorporated by this reference.

The Revised Common Area, including the Parcel B Common Area and the Parcel A Common Area, is depicted on Exhibit C-3 attached hereto and incorporated by this reference.

4. Section 9.4 of the Declaration is hereby amended by deleting the last sentence thereof and replacing it with the following sentence: Any area closed off on the Common Area shall be generally within the area depicted on Exhibit C-4 attached hereto and incorporated by this reference as the Revised Permitted Programming Area.

5. Capitalized terms used herein which are not otherwise defined, shall have the meanings set forth in the Declaration.

6. Except as amended herein, the Declaration shall continue in full force and effect.

7. This Fourth Amendment may be signed in any number of counterparts, each of which for all purposes shall be deemed an original and all of which when taken together shall constitute one instrument.

IN WITNESS WHEREOF, this Fourth Amendment has been executed as of the date first above written.

REDEVELOPMENT AGENCY OF SALT LAKE CITY

By

  
Ross C. Anderson

Its Chief Administrative Officer

By

  
Donald J. Baxter, Jr. Its Executive Director

Approved as to form:

FABIAN & CLENDENIN,  
a Professional Corporation

By

  
Diane H. Banks

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

The foregoing instrument was acknowledged before me this 19 day of ~~August~~ <sup>November</sup>, 2007,  
by Ross C. Anderson, the Chief Administrator of the Redevelopment Agency of Salt Lake City.

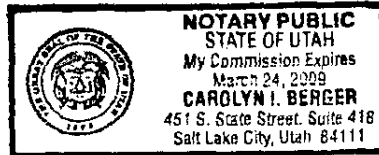


Patrick Thronson  
Notary Public

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

The foregoing instrument was acknowledged before me this 28 day of August, 2007,  
by Donald J. Baxter, Jr., the Executive Director of the Redevelopment Agency of Salt Lake City.

Carolyn Berger  
Notary Public



ARCADE DEVELOPERS, LLC,  
by its Manager:

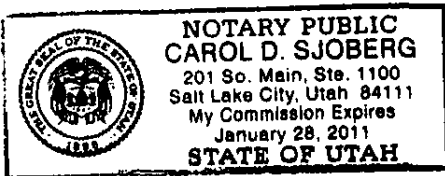
ALPHAGRAPHERS, INC., a Delaware  
corporation

By Randall A. Plant

Its: C.F.O. Treasurer

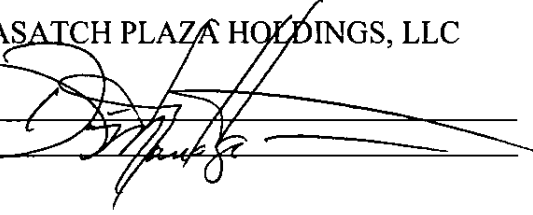
STATE OF UTAH )  
  ) : ss.  
COUNTY OF SALT LAKE )

On the 13<sup>th</sup> day of November, 2007, personally appeared before me Randall A. Plant, who being by me duly sworn did say he is the C.F.O. Treasurer of Alphagraphics, Inc., the Manager of Arcade Developers, LLC, a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of Alphagraphics, Inc., by the Manager of Arcade Developers, LLC.



Carol D. Sjoberg  
Notary Public

WASATCH PLAZA HOLDINGS, LLC

By   
Its \_\_\_\_\_


STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

On the 13 day of November, 2007, personally appeared before me John A. Dahlstrom, Jr., who being by my duly sworn did say he is the Manager, of Wasatch Plaza Holdings, LLC, and that the within and foregoing instrument was signed on behalf of Wasatch Plaza Holdings, LLC.



  
\_\_\_\_\_  
Notary Public

SALT BLOCK 57, L.L.C.

By \_\_\_\_\_

*[Handwritten Signature]*

Its: \_\_\_\_\_

*MANAGER*

STATE OF New Hampshire )

COUNTY OF Rockingham ) : ss.

On the 15th day of November, 2007, personally appeared before me Richard C. Ade, who being by me duly sworn did say he is the Manager of Salt Block 57, L.L.C., a Utah limited liability company, and that the within and foregoing instrument was signed on behalf of Salt Block 57, L.L.C.

*Christine M. Menard*  
\_\_\_\_\_  
Notary Public

**CHRISTINE M. MENARD, Notary Public**  
**My Commission Expires May 16, 2012**



Exhibit A  
Not Changed From Original Exhibit A



EXHIBIT B  
LEGAL DESCRIPTION OF GALLIVAN AVENUE  
(formally known as, "Plaza Drive")

Grantor hereby reserves and excepts from the conveyance made by this deed a perpetual, nonexclusive public easement ("Easement") sixty five feet in width (subject to all encroachments therein as of the date hereof), extending from 300 South Street to approximately the north line of the property conveyed herein (the "Property") and then running easterly with the north side of the Easement on the north line of the Property to the east boundary of the Property, to allow extension by Grantor of the Right of Way to State Street, described as follows:

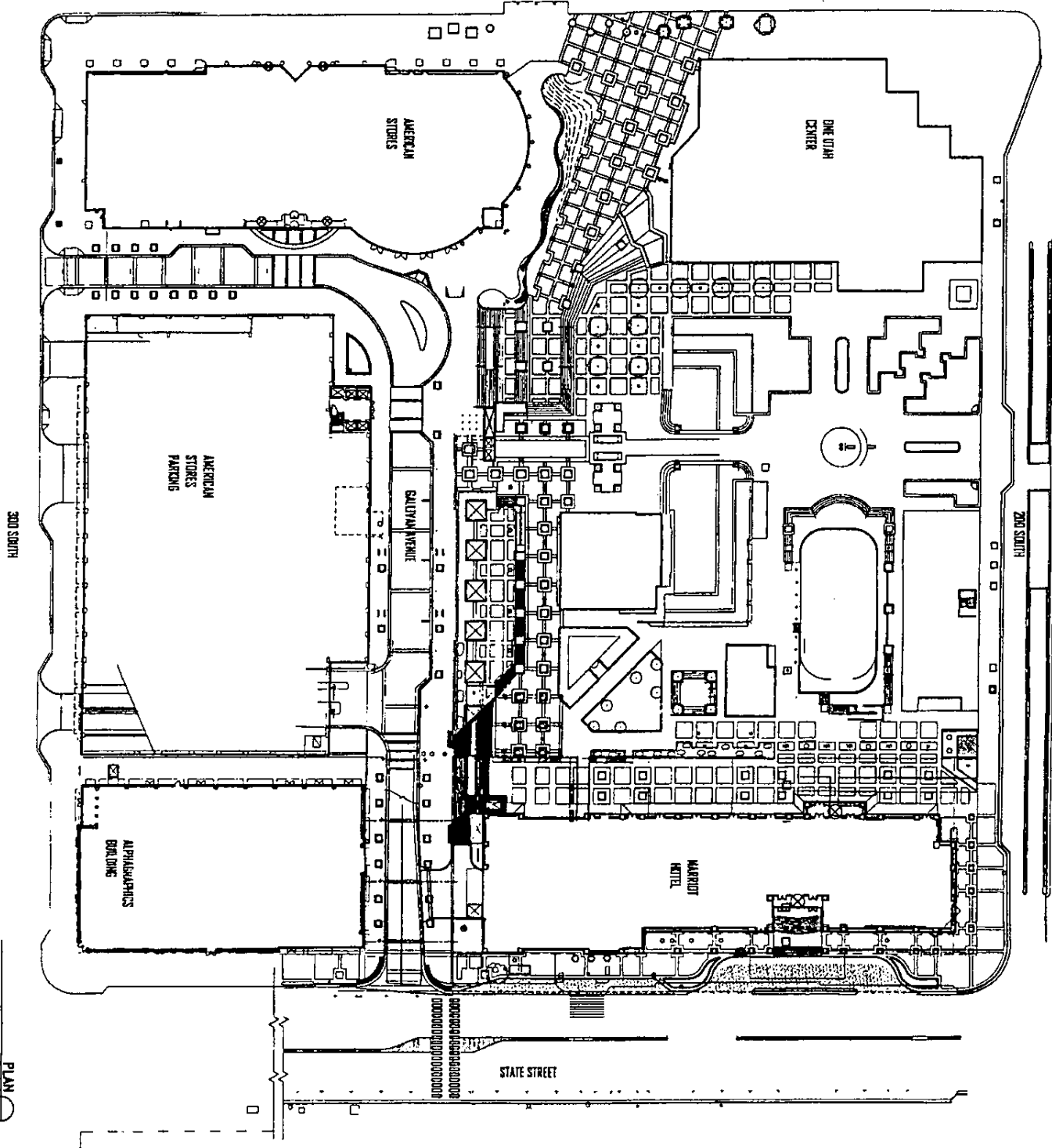
Beginning at a point North 0° 08' 14" East along the West line of State Street 211.84 feet, and North 89° 57' 13" West 145.12 feet from the Southeast Corner of Block 57, Salt Lake City Survey: Thence North 0° 08' 14" East 62.39 feet: Thence North 89° 57' 13" West 379.21 feet to a point on a 69.58 foot radius curve to the right the center of which bears South 62° 52' 48" West; thence Southerly along said curve to the right through a central angle of 70° 05' 26" a distance of 85.12 feet; thence South 0° 08' 14" West 194.04 feet to the North line of 300 South Street; thence South 89° 50' 34" East along said North line 63.86 feet; thence North 0° 08' 14" East 183.00 feet to a point on a 40.00 foot radius curve to the right the center of which bears North 89° 59' 01" East; thence Northeasterly along said curve to the right through a central angle of 44° 14' 24" a distance of 30.89 feet; thence South 89° 57' 13" East 314.91 feet to the point of beginning. Contains 36,786 square feet or 0.8445 acre.

The Easement permits use of the Right of Way by the public for all related public purposes, including without limitation both pedestrian and vehicular traffic, and for the installation, reconstruction, operation, maintenance, repair and removal of all improvements to be constructed in the Right of Way, and including electrical conduit, gas lines and water, sewer and storm drain pipelines. The Easement may be freely conveyed by Grantor, and its successors and assigns, to Salt Lake City Corporation or any other public entity, whether or not such third party owns property contiguous to the Easement.

Grantor may dedicate and convey all or any part of the Easement from time to time to Salt Lake City Corporation as a public street. In such event, Grantee agrees to also dedicate and convey to the City any ground underlying that portion of the Easement to be dedicated to the City which has not been and is not proposed to be improved by Grantee and is not otherwise used or proposed to be used by Grantee.

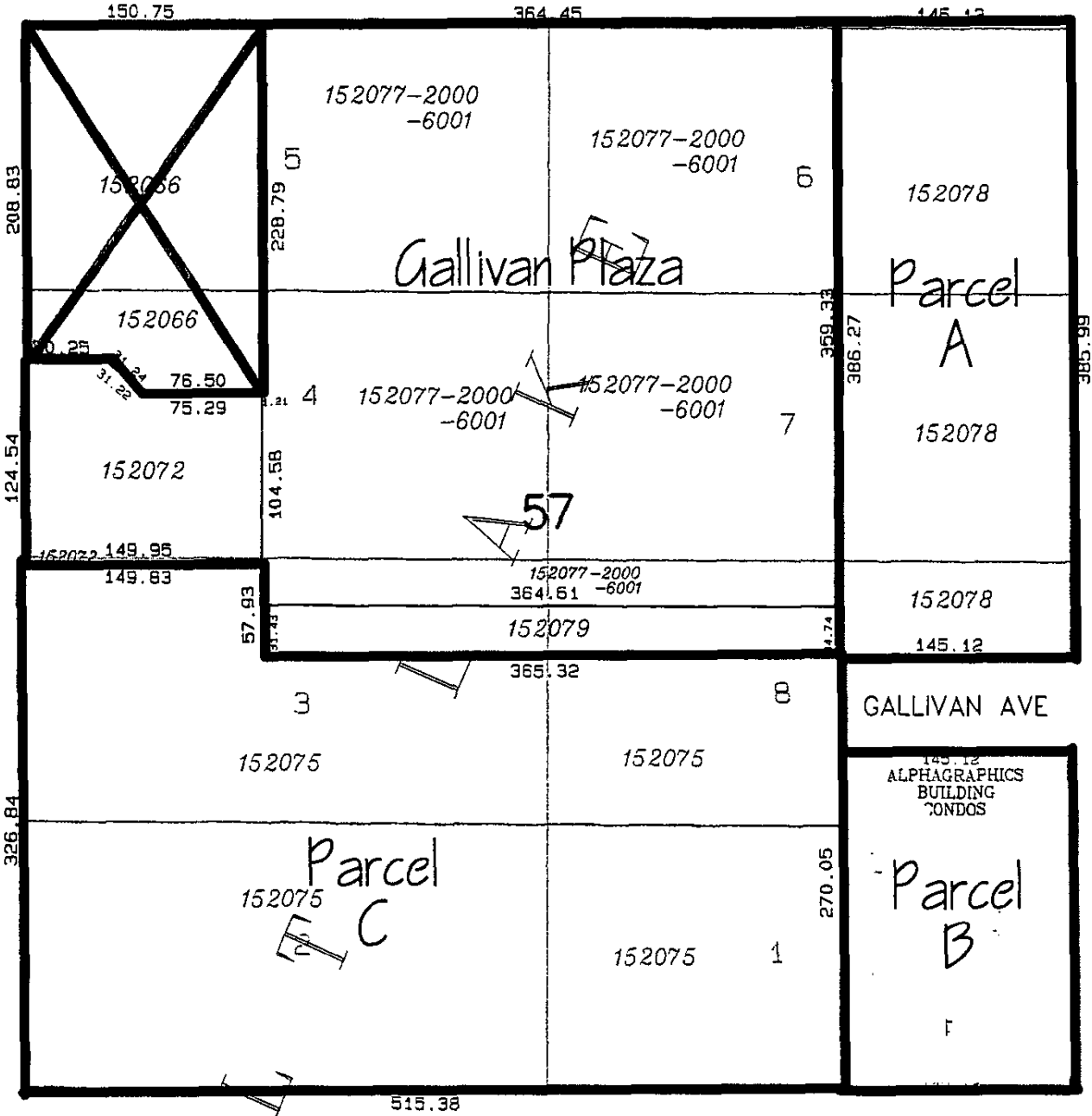
Exhibit C-1  
Gallivan Utah Center  
Site Plan

MAIN STREET



200 S

Exhibit C-2  
Block Layout



MAIN

STATE

300 S

Exhibit C-3  
Additional Common Area  
(Parcel A Common Area and Parcel B Common Area)  
MAIN STREET

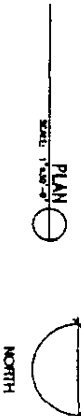
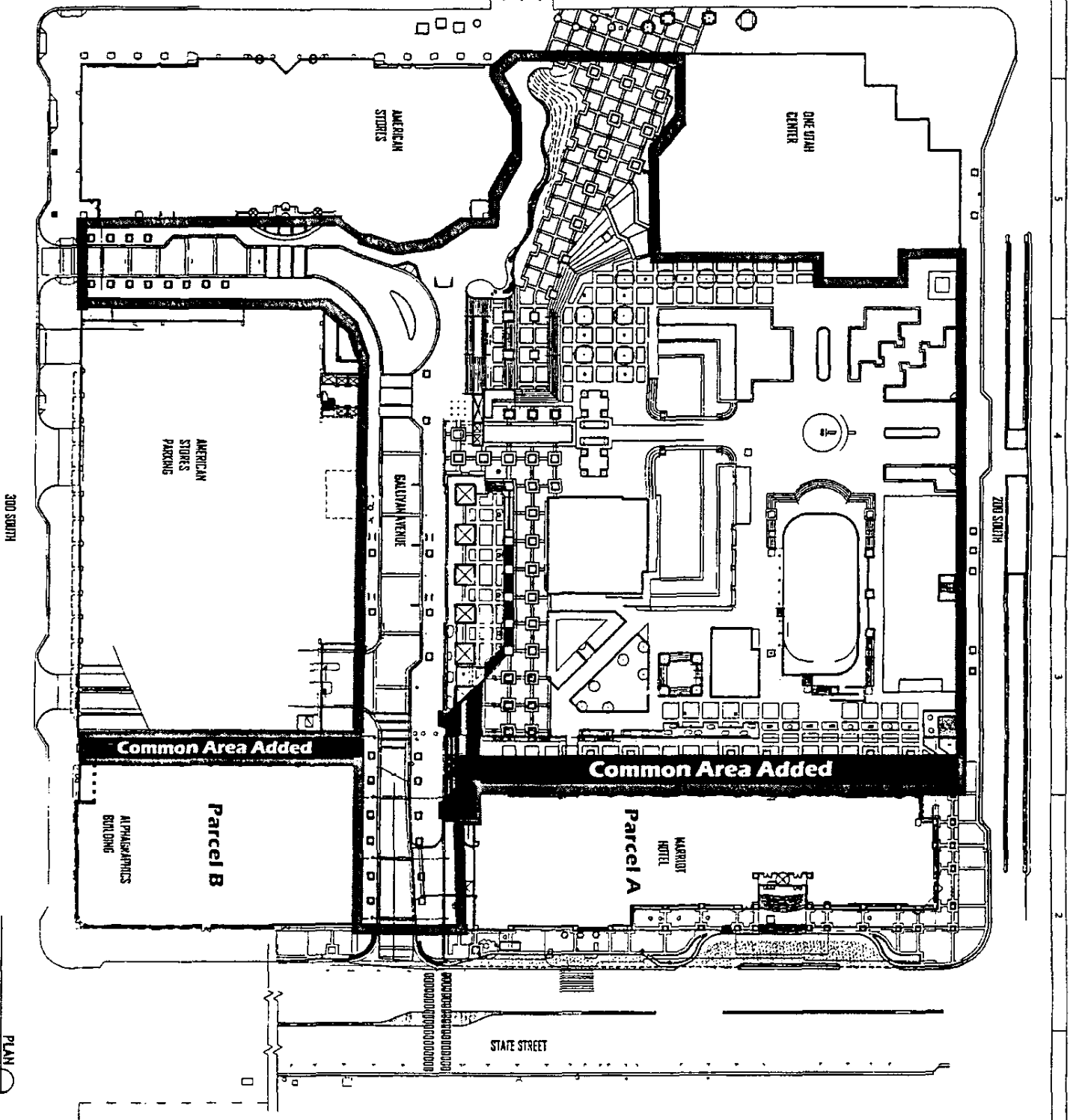
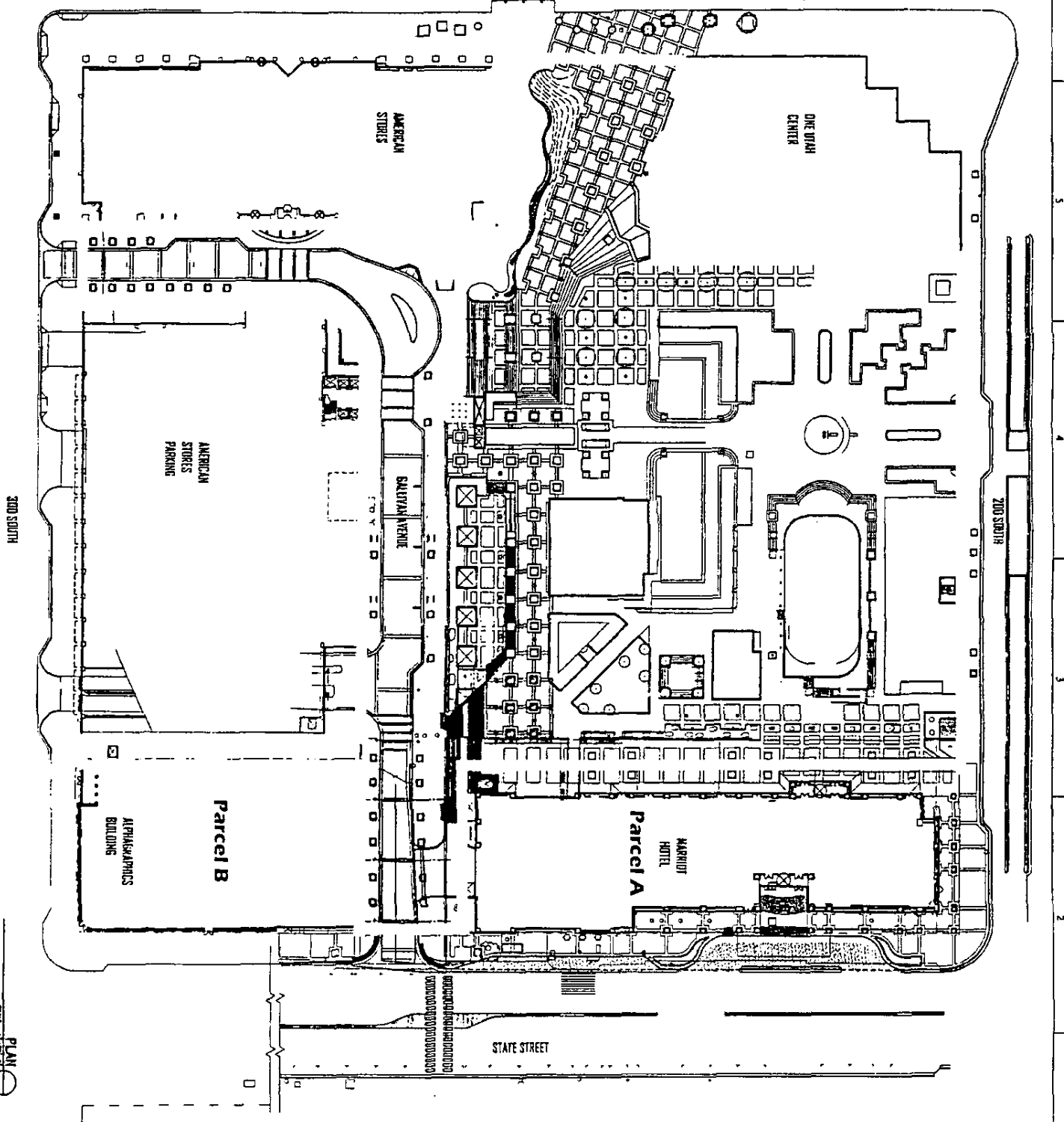


Exhibit C-4  
Revised Permitted Programming Area

MAIN STREET



PLAN  
SCALE: 1" = 20'-0"

