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Book - 9630 Pg - 7294-7299
Gary W. Ott
Recorder, Salt Lake County, UT
LANDMARK TITLE
BY: eCASH, DEPUTY - EF 6 P.

WHEN RECORDED, MAIL TO:

David E. Gee, Esq.
Parr, Waddoups, Brown, Gee & Loveless
185 South State Street, Suite 1300
Salt Lake City, Utah 84111

MEMORANDUM OF PARKING AGREEMENT

THIS MEMORANDUM OF PARKING AGREEMENT (this "Memorandum") is dated effective as of July 22, 2008, by and between GATEWAY ASSOCIATES, LTD., a Utah limited ~~liability~~ partnership, with an address of 90 South 400 West, Suite 200, Salt Lake City, Utah 84101 (together with its successors or assigns, the "Parking Owner") and BOYER GATEWAY HOTEL, L.C., a Utah limited liability company, with an address of 90 South 400 West, Suite 200, Salt Lake City, Utah 84101 (together with its successors and/or assigns, the "Hotel Owner").

WITNESSETH:

WHEREAS, the parties hereto have mutually executed and delivered a parking agreement entitled "Parking Agreement," dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Parking Agreement"), which is incorporated herein by reference. Capitalized terms used, but not otherwise defined herein, shall have their meanings set forth in the Parking Agreement.

WHEREAS, the Parking Agreement, grants to Hotel Owner the right to use forty-six (46) parking spaces on the real property located in Salt Lake County, Utah, and more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Parking Area").

WHEREAS, it is the desire of the parties to execute, deliver and record this Memorandum for the purpose of evidencing of record the existence of the Parking Agreement.

NOW, THEREFORE, the parties mutually consent and agree as follows:

1. Parking Agreement. The terms of the Parking Agreement are hereby incorporated by reference.
2. Appurtenant Owner Rights. The rights granted and declared in the Parking Agreement are for the benefit of and appurtenant to the real property described on Exhibit "B" attached hereto and made a part hereof (the "Hotel Property"). Hotel Owner may sell, assign, delegate or sublease any of its rights under the Parking Agreement as an appurtenant right to the Hotel Property and not separately from a transfer of Hotel Owner's interest in the Hotel Property.

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3. This Memorandum shall not amend or modify the Parking Agreement in any manner whatsoever. All rights, duties and responsibilities of the parties with relation to the subject matter thereof shall be controlled by the Parking Agreement and shall be unaffected hereby. This Memorandum may be executed in counterparts

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

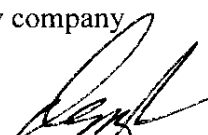
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum on the date first set forth above.

PARKING OWNER:

GATEWAY ASSOCIATES, LTD., a Utah limited liability partnership, by its General Partner

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

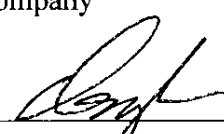
THE BOYER COMPANY, L.C., a Utah limited liability company

By: 
Name: Don Decker
Title: Manager

HOTEL OWNER:

BOYER GATEWAY HOTEL, L.C., a Utah limited liability company, by its Manager

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

By: 
Name: Don Decker
Title: Manager

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

The foregoing instrument was acknowledged before me this 23 day of July, 2008, by Devon M Glenn, the manager of THE BOYER COMPANY, L.C., a Utah limited liability company, the Manager of BOYER GATEWAY, L.C., a Utah limited liability company, the General Partner of GATEWAY ASSOCIATES, LTD., a Utah limited ~~liability~~ partnership.

Misty Landward

NOTARY PUBLIC
Residing at: Salt Lake

My commission expires May 12, 2010.



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

The foregoing instrument was acknowledged before me this 23 day of July, 2008, by Devon M Glenn, the manager of THE BOYER COMPANY, L.C., a Utah limited liability company, the Manager of BOYER GATEWAY HOTEL, L.C., a Utah limited liability company.

Misty Landward

NOTARY PUBLIC
Residing at: Salt Lake

My commission expires May 12, 2010.



EXHIBIT "A"

To

Memorandum of Parking Agreement

Description of Parking Area

LOT 7, **BOYER GATEWAY**, according to the Subdivision Plat thereof, filed on February 26, 2001 as Entry No. 7828967, in Book "2001P" of Plats at Page 37 of the Official Records of the Salt Lake County Recorder.

LESS AND EXCEPTING THEREFROM THE FOLLOWING:

A PARCEL OF LAND LOCATED IN LOT 7 OF BOYER GATEWAY SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2001P OF PLATS, AT PAGE 37, ALSO LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: Beginning at a point on the Southerly line of said Lot 7, said point being North 89°58'47" East 61.50 feet from the Southwest corner of said Lot 7, and running thence North 140.43 feet; thence East 315.23 feet; thence South 140.32 feet to the Southerly line of said Lot 7; thence South 89°58'47" West along said Southerly line 315.23 feet to the point of beginning.

ALSO EXCEPTING THEREFROM the minerals and mineral rights reserved by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, in that certain Special Warranty Deed recorded December 24, 1998 as Entry No. 7202238, in Book 8208, at Page 2578 of the Official Records of the Salt Lake County Recorder, wherein GATEWAY ASSOCIATES, LTD., a Utah limited partnership, is the Grantee.

[For reference purposes only: Tax Parcel No. 08-36-376-012]

EXHIBIT "B"

To

Memorandum of Parking Agreement

Legal Description of Hotel Property

A PARCEL OF LAND LOCATED IN THE CITY OF SALT LAKE, SALT LAKE COUNTY, UTAH, WITHIN LOTS 6 AND 7, AND A PORTION OF LOT 8, OF BLOCK 83, PLAT "A", SALT LAKE CITY SURVEY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a point on the Northerly line of the Boyer Gateway Subdivision Plat as recorded with the Salt Lake County Recorder's Office in Book 2001P of Plats, at Page 37, said point being South 00°01'25" East 24.26 feet from the Southeast corner of Lot 7, Block 83, Plat "A", Salt Lake City Survey, and running thence South 89°58'47" West along said Northerly line 164.96 feet to the Easterly line of said Boyer Gateway Subdivision Plat; thence North 00°00'44" West along said Easterly line 344.00 feet to the South line of a portion of land dedicated to the off-ramp for North Temple Street overpass by that certain Quitclaim Deed recorded September 19, 1973 as Entry No. 2570352, in Book 3421 at Page 376, of the Official Records of the Salt Lake County Recorder; thence along said South line the following two (2) courses: (1) North 89°58'38" East 133.89 feet (previous deeds of record read North 89°58'50" East 133.96 feet) to the point of curvature, (2) Southeasterly along the arc of a 64.17 foot radius curve to the right through a central angle of 28°53'12", a distance of 32.35 feet (chord bears South 75°38'45" East 32.00 feet), to a point on the Easterly line of Block 83, Plat "A", Salt Lake City Survey; thence South 00°01'25" East along the Easterly line of said Block 83, 336.02 feet to the point of BEGINNING.

EXCEPTING THEREFROM the minerals and mineral rights reserved by UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, in that certain Special Warranty Deed recorded December 30, 2003 as Entry No. 8935434, in Book 8928, at Page 7642 of the Official Records of the Salt Lake County Recorder.

[For reference purposes only: Tax Parcel No. 08-36-376-019]