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04/28/2009 10:54 AM \$0.00  
Book - 9715 Pg - 169-172  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CITY MANAGEMENT SERVICES  
451 S STATE ST RM 225  
SLC UT 84111  
BY: ZJM, DEPUTY - WI 4 P.

**When Recorded, Mail to:**

Salt Lake City Corporation  
City Recorder's Office  
451 South State Street, Room 415  
P.O. Box 145515  
Salt Lake City, Utah 84114-5515

**RECORDED**

**APR 24 2009**

Space Above for Recorder's Use

**CITY RECORDER**

FIRST AMENDMENT

TO

**MEMORANDUM OF LEASE AGREEMENT TO OCCUPY PUBLIC PROPERTY**

This First Amendment to Memorandum of Lease to Occupy Public Property ("**Amended Memorandum**") is executed as of April 24, 2009, by **Salt Lake City Corporation**, a Utah municipal corporation (the "**City**").

**BACKGROUND**

A. The City and Boyer Gateway Hotel, L.C. (the "**Tenant**"), entered into that certain Porte Cochere Lease Agreement to Occupy Public Property dated December 18, 2008 (the "**Original Lease**").

B. In connection with the Lease, the City executed that certain Memorandum of Lease Agreement to Occupy Public Property, which memorandum was recorded in the Salt Lake County Recorder's Office on December 19, 2008, as Entry Number 10582674 ("**Original Memorandum**").

C. The Lease and Memorandum contained an incorrect legal description.

D. The City and Tenant entered into that certain First Amendment to Porte Cochere Lease Agreement to Occupy Public Property, dated as of the date of this Amended Memorandum (the "**First Amendment**", and together with the Original Lease, as the same may be further amended, restated, supplemented or otherwise modified, the "**Lease**"), pursuant to which the City and Tenant corrected the legal description to the Lease.

E. The City and Tenant now desire to amend the Original Memorandum to evidence of record the First Amendment.

**AGREEMENT**

- 1. Exhibit "A" to the Memorandum is hereby deleted in its entirety and replaced with
- 2. Exhibit A to this Amended Memorandum.

3. This Amended Memorandum is for recording and notice purposes only and will not be construed to amend or modify the Lease. This Amended Memorandum may be executed in counterparts, which may be transmitted by fax or email.

Executed by Salt Lake City Corporation as of the date first set forth above.

DATED \_\_\_\_\_

RECORDED

APR 24 2009

CITY RECORDER



SALT LAKE CITY CORPORATION

*Joseph J. Brennan*  
\_\_\_\_\_  
PROPERTY MANAGER

ATTEST AND COUNTERSIGN:

*[Signature]*  
\_\_\_\_\_

*Deputy*  
CITY RECORDER

APPROVED AS TO FORM

*[Signature]*  
\_\_\_\_\_

SENIOR SALT LAKE CITY ATTORNEY

STATE OF UTAH )

) :ss.

COUNTY OF SALT LAKE )

The foregoing Memorandum of Lease Agreement was acknowledged before me this 24<sup>th</sup> day of April, 2009 by **John P. Spencer**, in his capacity as Property Manager of Salt Lake City Corporation, a Utah municipal corporation.



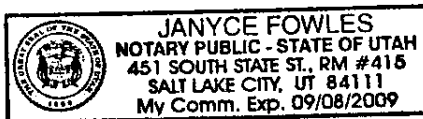
NOTARY PUBLIC, residing in

Salt Lake County, Utah

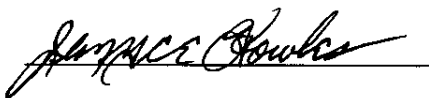
STATE OF UTAH )

) :ss.

COUNTY OF SALT LAKE )

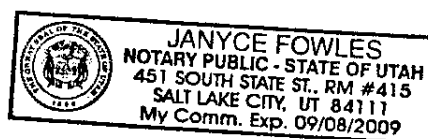


The foregoing Memorandum of Lease Agreement was acknowledged before me this 24<sup>th</sup> day of April, 2009 by ~~Christine Mecker~~ <sup>SCOTT CRANDAL</sup> in her capacity as ~~City~~ <sup>DEPUTY</sup> Recorder of Salt Lake City Corporation, a Utah municipal corporation.



NOTARY PUBLIC, residing in

Salt Lake County, Utah



**Exhibit A**

**Legal Description of the Leased Premises**

BEGINNING AT A POINT 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 NORTH 00°01'25" WEST ALONG THE EASTERLY LINE OF SAID BLOCK 83, 336.02 FEET TO A POINT ON THE ARC OF A 64.17 FOOT NON TANGENT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 28°51'50" WEST); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID 64.17 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 61°06'45" A DISTANCE OF 68.44 FEET (CHORD BEARS SOUTH 30°34'47" EAST 65.25 FEET); THENCE SOUTH 00°01'25" EAST 5.36 FEET; THENCE NORTH 89°58'35" EAST 10.83 FEET; THENCE SOUTH 00°01'25" EAST 274.48 FEET; THENCE SOUTH 89°58'44" WEST 44.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 13,580 SQ. FT. OR 0.312 ACRES

[For Reference Only: Assessor's Parcel Numbers 08-36-376-019]