

When Recorded Return to:
Salt Lake City Corporation
c/o Salt Lake City Attorney
PO Box 145478
Salt Lake City UT 84114-5478

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
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JOINT OMNIBUS AMENDMENT TO PROJECT AGREEMENTS

This Joint Omnibus Amendment to Project Agreements (“Omnibus Amendment”) is to be effective as of April 19, 2013, by and among GATEWAY ASSOCIATES, LTD., a Utah limited partnership (“Gateway”), SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah (“City”), and THE REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public agency (“Agency”), collectively referred to as the Parties.

RECITALS

- A. Gateway is the developer of a project located on Blocks 65, 80 and 83, Plat “A,” Salt Lake City Survey (the “Project”).
- B. During the course of developing its Project, Gateway entered into certain agreements with City and Agency which are listed on Exhibit “B” attached hereto (collectively, the “Project Agreements”).
- C. On April 30, 2010, Gateway and City entered into a Memorandum of Agreement in which Gateway and City agreed to an exchange of property to facilitate the reconstruction of the North Temple Street Viaduct (the “MOA”).
- D. Under the MOA, Gateway agreed to transfer to City certain parcels of Gateway’s property that are currently subject to the Project Agreements, the legal descriptions of which are attached hereto as Exhibit “A” (the “Transfer Property”), subject to certain conditions precedent.
- E. Pursuant to Paragraph 2.e of the MOA, it is a condition precedent to the obligation of Gateway to convey the Transfer Property that the Project Agreements be amended to reflect that the Transfer Property is eliminated from the Project or that such requirement be waived pursuant to Paragraph 2.d of the MOA. Gateway has waived the requirement of amending documents numbered one, four and eight of Schedule 1 of the MOA, executed a separate agreement with City amending documents numbered two and nine of Schedule 1 of the MOA, and executed a separate agreement with The Redevelopment Agency of Salt Lake City amending document number three of Schedule 1 of the MOA.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree to following:

1. Effective as of the date the Transfer Property is conveyed by Gateway to City, each of the Project Agreements is hereby amended by deleting the Transfer Property from the description of property owned by Gateway thereunder.

2. Effective as of the date the Transfer Property is conveyed by Gateway to City, the Transfer Property is no longer subject to any of the Project Agreements.

3. Except for deletion of the Transfer Property from the property subject to the Project Agreements, all of the terms and conditions of the Project Agreements shall remain the same and in full force and effect.

4. Gateway represents that it has not: (1) provided an illegal gift or payoff to a City or Agency officer or employee or former City or Agency officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, or brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City or Agency officer or employee or former City or Agency officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

THE PARTIES hereby execute this Joint Omnibus Amendment to Project Agreements as of the date set forth above:

“CITY”

SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah.

By: _____

Ralph Becker
Mayor

Approved as to form:

Senior City Attorney

Attest:

City Recorder (Deputy)

“AGENCY”

REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public agency.

By: [Signature]
Ralph Becker
Chief Administrative Officer

Approved as to form:

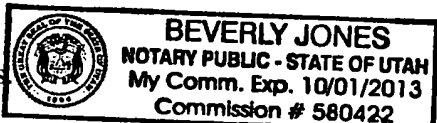
Jones, Waldo, Holbrook & McDonough
By: [Signature]
Agency Legal Counsel

By: [Signature]
D.J. Baxter
Executive Director

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

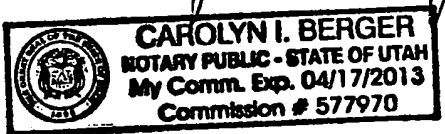
The foregoing instrument was executed before me this 13 day of April, 2011, by Ralph Becker as the Mayor of Salt Lake City Corporation and Chief Administrative Officer of the Redevelopment Agency of Salt Lake City.

My Commission Expires: _____
Residing at: Beverly Jones
Notary Public

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

The foregoing instrument was executed before me this 24 day of Mar, 2011, by D.J. Baxter as Executive Director of the Redevelopment Agency of Salt Lake City.

My Commission Expires: 4/7/13
Residing at: [Signature]
Notary Public [Signature]



"GATEWAY"

GATEWAY ASSOCIATES, LTD., a Utah limited 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: Jacob L. Boyer
Jacob L. Boyer
Manager

State of Utah)
County of Salt Lake) ss.

The foregoing instrument was executed before me this 23rd day of February 2011, by Jacob L. Boyer, 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 partnership.

My Commission Expires: 9-17-11
Residing at: Salt Lake City

Rachael N. Niusulu
Notary Public



EXHIBIT "A"
Legal Descriptions of Transfer Property

Parcel designated in Memorandum as the North Temple Property:

A part of an entire tract of property, situate in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and described as follows:

Beginning at a point in the southerly boundary line of Block 98, Salt Lake City Survey, Plat "A", said point also being the Northeast corner of Lot 7A of the Gateway 6 Subdivision; and running thence S.00°00'12"W. 131.76 feet along the easterly boundary line of said Lot 7A, to a point in the northerly boundary line of Block 83, Salt Lake City Survey, Plat "A"; thence S.89°58'35"W. 434.34 feet along the northerly boundary line of said Block 83 to a point in the westerly boundary line of said Lot 7A; thence along said westerly boundary line the following three (3) courses: (1) North 51.83 feet; (2) N.89°59'06"E. 12.00 feet; (3) North 80.00 feet to a point in the northerly boundary line of said Lot 7A and the Southerly boundary line of Block 98; thence N.89°59'06"E. 422.35 feet along said northerly boundary line to the point of beginning.

Parcels designated in Memorandum as Gateway Parcels:

Two parcels of land in fee, being part of an entire tract of property, situate in Lot 7A of the Gateway 6 Subdivision, in the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 36, Township 1 North, Range 1 West, Salt Lake Base and Meridian, incident to the construction of the "Airport Light Rail Transit Project", a Utah Transit Authority project, known as "ALRT", and described as follows:

Beginning at a point which is 131.76 feet S.00°00'12"W. from the Northeast corner of Lot 7A of the Gateway 6 Subdivision, said point also being in the intersection of the easterly boundary line of said entire tract and the existing southerly right of way line of North Temple Street; and running thence S.00°00'12"W. 10.45 feet along said easterly boundary line; thence S.00°00'44"E. 0.21 feet along said easterly boundary line; thence West 66.71 feet; thence N.86°05'50"W. 155.26 feet to a point in said southerly right of way line; thence N.89°58'35"E. 221.61 feet along said southerly right of way line to the point of beginning.

Also:

Beginning at a point which is 131.76 feet S.00°00'12"W. and 434.34 feet S.89°58'35"W. along the existing southerly right of way line of North Temple Street from the Northeast corner of Lot 7A of the Gateway 6 Subdivision, said point also being in the intersection of the westerly boundary line of said entire tract and the said existing southerly right of way line; and running thence N.89°58'35"E. 3.60 feet along said southerly right of way line; thence S.05°01'45"W. 41.05 feet to a point in the said westerly boundary line; thence North 40.89 feet along said westerly boundary line to the point of beginning.

EXHIBIT "B"

1. Rio Grande Street Grant of Easement recorded January 13, 2000, as Entry No. 7553963 of the Official Records of Salt Lake County, as corrected by an Affidavit recorded August 7, 2000, as Entry No. 7693049 of the Official Records of Salt Lake County, and as amended by the First Amendment to Rio Grande Street Grant of Easement, recorded May 6, 2005, as Entry No. 9370280 of the Official Records of Salt Lake County, and by the Second Amendment to Rio Grande Street Grant of Easement recorded December 20, 2007, as Entry No. 10305320 of the Official Records of Salt Lake County among Gateway, Salt Lake City Corporation and Redevelopment Agency of Salt Lake City.

2. Plaza Pedestrian and Public Use Easement and Programming Agreement recorded January 13, 2000, as Entry No. 7553964 of the Official Records of Salt Lake County, as corrected by an Affidavit recorded August 7, 2000, as Entry No. 7693049 of the Official Records of Salt Lake County and as amended by the First Amendment to the Plaza Pedestrian and Public Use Easement and Programming Agreement recorded May 6, 2005, as Entry No. 9370282 of the Official Records of Salt Lake County, among Gateway, Salt Lake City Corporation and Redevelopment Agency of Salt Lake City.

3. North Temple Frontage Road Grant of Easement recorded January 13, 2000, as Entry No. 7553965 of the Official Records of Salt Lake County, as corrected by an Affidavit recorded August 7, 2000, as Entry No. 7693049 of the Official Records of Salt Lake County and as amended by the First Amendment to the North Temple Frontage Road Grant of Easement recorded May 6, 2005, as Entry No. 9370279 of the Official Records of Salt Lake County, between Gateway, Salt Lake City Corporation and Redevelopment Agency of Salt Lake City.