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12999516 5/31/2019 12:06:00 PM \$40.00 Book - 10786 Pg - 8674-8686 RASHELLE HOBBS Recorder, Salt Lake County, UT FIRST AMERICAN NCS BY: eCASH, DEPUTY - EF 13 P.

PREPARED BY AND UPON RECORDATION RETURN TO:

Brian D. Cunningham, Esq.

SNELL & WILMER L.L.P.

Gateway Tower West

15 West South Temple, Suite 1200

Salt Lake City, Utah 84101

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APNS: 15-D1-129-041-0000 5

-[6-0]-129-029-0000

# ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT OF DEVELOPMENT AGREEMENT (the "Assignment") is entered into as of May 25, 2019, by PAPERBOX DEVELOPERS, LLC, a Utah limited liability company ("Assignor"), in favor of WASHINGTON FEDERAL, NATIONAL ASSOCIATION ("Assignee"), and is consented to by REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public agency (the "Agency"), each pursuant to that certain Consent attached hereto as Exhibit B.

# RECITALS

- A. On or about the date hereof, Assignor and Assignee entered into that certain Construction Loan Agreement of approximately even date herewith ("Loan Agreement") whereby the Assignee agreed to extend to Assignor a construction loan (the "Loan") evidenced by a Promissory Note of even date herewith, by Assignor and payable to Assignee, in the principal amount of THIRTY-TWO MILLION TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$32,200,000.00) (as amended, modified, extended, and renewed from time to time, the "Note"), to finance the development of certain real property located in Salt Lake County, State of Utah (the "Project"). The Project is legally described in Exhibit A attached hereto and made a part hereof. Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Loan Agreement.
- B. In connection with the Loan and to secure Assignor's obligations under the Note, Assignor has executed and delivered (i) Deed of Trust, Assignment of Leases and Rents, Assignment of Contracts, Security Agreement and Fixture Filing (the "Deed of Trust") made by Assignor to the trustee named therein for the benefit of Assignee and encumbering the Project, and (ii) the other Loan Documents. All instruments, agreements and certificates governing, evidencing, guaranteeing or securing the Loan, as the same may be amended, modified, supplemented, extended, or renewed from time to time, are referred to in this Assignment as the "Loan Documents."
- D. As a condition precedent to the funding of the Loan by Assignee, Assignee has required, as security for the performance of Assignor's obligations under the Loan Documents, that Assignor execute and deliver to Assignee an assignment of Assignor's interest in the Development Agreement, and that the Agency consent to said assignment on the terms and conditions contained in the attached Consent.

NOW, THEREFORE, with reference to the foregoing Recitals, all of which are incorporated herein by this reference, and in order to induce Assignee to enter into the Loan Agreement and make the advances thereunder, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto covenant and agree as follows:

# 1. <u>Assignment; Security Interest.</u>

- (a) Assignment and Security Interest. As additional security for Assignor's obligations under the Loan Documents and all other obligations of Assignor which are secured by the Deed of Trust in favor of Assignee, Assignor hereby assigns, conveys and transfers to Assignee, and grants to Assignee a first priority security interest in, all of Assignor's right, title, interest, privileges, benefits and remedies in, to and under the Development Agreement and all amounts to be paid thereunder. It is expressly understood and agreed by Assignor and the Agency, by its execution of the attached Agency Consent, that Assignee does not hereby assume any of Assignor's obligations or duties concerning the Development Agreement, unless and until Assignee exercises its rights hereunder and under the Development Agreement.
- (b) Performance of Obligations by Assignee. As more particularly set forth in Section 3 below, and subject to the conditions set forth therein, Assignee may, at its option, upon written notice to the Agency expressly stating its intention to exercise its rights under this Assignment and to satisfy all of Assignor's obligations under the Development Agreement, exercise any or all of the rights and remedies granted to Assignor under the Development Agreement as if Assignee had been an original party to the Development Agreement. Agency, by its execution of the attached Agency Consent, agrees that any required consent of the Agency or any third party has been given or is waived by Agency.
- 2. <u>Definitions</u>. For purposes of this Assignment, terms which are denoted in this Assignment by the first letter of each word being capitalized, but which are not otherwise defined in this Assignment, shall have the respective meanings assigned to such terms in the Loan Agreement.
- Actions by Assignee. Assignee shall not exercise its rights under this Assignment until the occurrence and continuation of an Event of Default (as defined in the Loan Agreement) under the Loan Documents. Upon the occurrence of such an Event of Default, Assignee may, at its option, upon written notice to the Agency expressly stating its intention to exercise its rights under this Assignment and to satisfy all of Assignor's obligations under the Development Agreement, exercise any or all of the rights and remedies granted to Assignor under the Development Agreement as if Assignee had been an original party to the Development Agreement. Upon giving such notice expressly stating its intention to exercise its rights under this Assignment and to satisfy all of Assignor's obligations under the Development Agreement, Assignee shall satisfy all obligations of Assignor, including all defaults of Assignor under the Development Agreement occurring prior to the time Assignee gives such notice to the Agency; provided, however, in the event a default by Assignor is not reasonably curable by Assignee within any time limitations or deadlines under the Development Agreement, Assignee shall have such longer period of time as may be reasonably necessary to effect such cure, so long as Assignee promptly cures such defaults and at all times diligently pursues such cure. Any notice given by Assignee to the Agency under this Assignment shall be given in the same manner and at the same address for the Agency as set forth in the Development Agreement.
- 4. <u>Power of Attorney.</u> Upon the occurrence and continuation of an Event of Default, Assignee shall have the right (and Assignor hereby irrevocably constitutes and appoints Assignee as its attorney-in-fact, which power is coupled with an interest, to do so) to demand, receive and enforce Assignor's rights with respect to the Development Agreement, to give appropriate receipts, releases and satisfactions for and on behalf of Assignor, and to do any and all acts in the name of Assignor in the name of Assignee with the same force and effect as Assignor could do if this Assignment had not been made.

- 5. <u>Representations, Warranties and Covenants of Assignor</u>. Assignor hereby certifies, represents, warrants and covenants to Assignee as follows:
  - (a) The Development Agreement is in full force and effect.
  - (b) Assignor has full title and right to assign its interest in the Development Agreement to Assignee pursuant to this Assignment.
  - (c) No consent or approval of any person is required for the execution and delivery of this Assignment.
  - (d) Assignor has delivered to Assignee a true and complete copy of the executed counterpart of the Development Agreement, together with all amendments and modifications thereto.
  - (e) Except for this Assignment, no other assignment of all or any part of any interest of Assignor in and to the Development Agreement has been made which remains in effect.
  - (f) There exists no monetary default under the Development Agreement, nor, to the best knowledge of Assignor, any non-monetary default or any event or conditions which, with notice or the passage of time or both, would constitute such a monetary or non-monetary default or would result in a breach of the Development Agreement or would give any party thereto the right to terminate the Development Agreement.
  - (g) No offsets, credits or defenses to the payment or performance of any obligation under the Development Agreement exist.
  - (h) Assignor shall not assign, transfer or hypothecate (other than to Assignee) the whole or any part of its interest under the Development Agreement.
  - (i) Assignor shall obtain the prior written consent of Assignee, before entering into any agreement that amends, alters, modifies or terminates the Development Agreement. Assignee shall not unreasonably withhold or delay its consent to an amendment or modification of the Development Agreement, so long as Assignor shall have consented to such amendment or modification and as long as such amendment or modification does not materially and adversely affect Assignee's security for the Loan or the rights and benefits of Assignor under the Development Agreement.
  - (j) Assignor agrees to perform and comply in all respects with all the terms, conditions, covenants and requirements by it to be performed or observed in this Assignment and the Loan Documents.
- 6. <u>Performance by Assignor</u>. Assignor shall at all times diligently enforce its rights in, under and to the Development Agreement, unless otherwise directed by Assignee in writing, and shall, at Assignor's sole cost and expense, appear in and defend Assignee in any action or proceeding in any way connected with the Development Agreement, and shall pay all reasonable costs and expenses, including, without limitation, attorneys' fees, which Assignee may incur in connection with Assignee's appearance, voluntarily or otherwise, in any such action or proceeding in any way connected with the Development Agreement.
- 7. <u>Indemnification by Assignor</u>. Assignor hereby agrees to pay and protect, defend, and indemnify and hold Assignee harmless from, for and against, any and all claims, demands, liabilities, losses, lawsuits, judgments, and costs and expenses (including, without limitation, reasonable attorneys' fees) to which Assignee may become exposed, or which Assignee may incur, in connection with the Development Agreement exercising its rights under this Assignment.

- 8. <u>Limitation on Liability</u>. Nothing in this Assignment shall be deemed to be or construed to be an agreement by Assignee to perform any covenant of Assignor under the Development Agreement unless and until it obtains title to the Project by power of sale or judicial foreclosure or deed in lieu thereof or obtains possession of the Project pursuant to the terms of the Deed of Trust or otherwise.
- 9. <u>Waiver</u>. No course of dealing on the part of Assignee and no delay or failure by Assignee to exercise any right which Assignee may have hereunder shall be deemed a waiver thereof or otherwise prejudice any of its respective rights, remedies or powers hereunder unless so agreed in writing by Assignee, and the waiver by Assignee of a default by Assignor hereunder shall not constitute a continuing waiver or any other default or of the same default on any other occasion.
- 10. <u>Cumulative Remedies</u>. The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, any other rights or remedies which Assignee may have under the Loan Agreement or the other Loan Documents at law, or otherwise.
- 11. <u>Severability</u>. If any provision of this Assignment shall be invalid, illegal or unenforceable, it shall not affect or impair the validity, legality and enforceability of any other provisions of this Assignment or of the other Loan Documents.
- 12. <u>Amendment</u>. This Assignment may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by the party against whom enforcement of the waiver, amendment, change, modification or discharge is sought.
- 14. <u>Successors and Assigns</u>. This Assignment shall be binding upon Assignee and Assignor and their respective successors and assigns, and shall inure to the benefit of Assignee and its respective successors and assigns.
- 13. <u>Termination</u>. Upon the satisfaction of all obligations of Assignor to Assignee under the Loan Agreement, the Note and the other Loan Documents and the due recordation of the release or reconveyance of all deeds of trust now or hereafter securing said obligations, this Assignment shall automatically terminate. Assignee hereby agrees, upon termination of this Assignment to execute a release of this Assignment and all further documents, if any, necessary or required in order to evidence the termination of this Assignment.
- 14. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF UTAH WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES (REGARDLESS OF THE PLACE OF BUSINESS, RESIDENCE, LOCATION OR DOMICILE OF ASSIGNOR, AGENCY OR ASSIGNEE OR ANY PRINCIPAL THEREOF).
- 15. <u>Notices</u>. All notices given under this Assignment shall be in writing and shall be given by personal delivery, overnight receipted courier or by registered or certified United States mail, postage prepaid, sent to the party at its address appearing below. Notices shall be effective upon receipt (or on the date when proper delivery is refused). Addresses for notices may be changed by any party by notice to all other parties in accordance with this Section. Service of any notice on any one Assignor shall be effective service on Assignor for all purposes.

To Assignor:

Paperbox Developers, LLC 180 W University Ave, #200 Provo, Utah 84601 Attention: Craig Bingham with a copy to:

Redevelopment Agency of Salt Lake City

451 South State Street, Room 418 Salt Lake City, Utah 84111 Attn: Chief Operating Officer

To Assignee:

Washington Federal, National Association

1207 East Draper Parkway

Draper, Utah 84020 Attention: James Endrizzi

with a copy to:

Snell & Wilmer L.L.P. Gateway Tower West

15 West South Temple, Suite 1200

Salt Lake City, Utah 84101 Attn: Brian D. Cunningham, Esq.

- 18. <u>Counterpart</u>. This Assignment may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which, when so executed and delivered shall be an original, but also such counterparts shall together constitute one and the same instrument.
- 19. <u>Priority</u>. The parties acknowledge and agree that the lien and charge of Assignor's Deed of Trust is superior to the lien and charge, if any, of the Development Agreement upon the Project.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned has executed this Assignment as of the date first set forth above.

# PAPERBOX DEVELOPERS, LLC

a Utah limited liability company

By: PEG OZII GP, LLC

a Delaware limited liability company

its manager

By: PEG CAPITAL PARTNERS, LLC

a Delaware limited liability company

its manager

Title: Manager

"Assignor"

State of Utah )	
County of Wah ss.	
	ne
STACY EMPLYINE, a notary public, personally appeared ROBERT FETZER,	an
individual, a manager of PEG CAPITAL PARTNERS, LLC, a Delaware limited liability company, the	
manager of PEG OZII GP, LLC, a Delaware limited liability company, the manager of PAPERBO	X
DEVELOPERS, LLC, a Utah corporation, proved on the basis of satisfactory evidence to be the person	on
whose name is subscribed to in this document, and acknowledged he executed the same.	
STACY EMERINE	
NOTARY PUBLIC	
(Notary Seal) STATE OF UTAH Commission Number 693275	
My Commission Expires Jan 23, 2021	
Atta Yun	

Notary Signature

## **EXHIBIT A**

## PROPERTY DESCRIPTION

That certain real property located in Salt Lake County, Utah, and more particularly described as follows:

## PARCEL 1:

BEGINNING AT A POINT 100 FEET EAST AND NORTH 0°03'48" WEST 178.4 FEET FROM THE SOUTHWEST CORNER OF BLOCK 66, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE NORTHWESTERLY ON A CURVE TO THE RIGHT (RADIUS BEING 173.8 FEET) 120.76 FEET; THENCE SOUTH 89°58'19" WEST 14.28 FEET; THENCE NORTH 70 FEET; THENCE EAST 660 FEET; THENCE SOUTH 130 FEET; THENCE WEST 395 FEET; THENCE SOUTH 21.6 FEET; THENCE WEST 165 FEET TO THE POINT OF BEGINNING.

#### PARCEL 1A:

A RIGHT OF WAY, AS DISCLOSED BY THAT CERTAIN WARRANTY DEED, RECORDED MARCH 30, 1984 AS ENTRY NO. 3922925 IN BOOK 5543 AT PAGE 54 OF OFFICIAL RECORDS AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 130 FEET SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 1; AND RUNNING THENCE WEST 395 FEET; THENCE SOUTH 45 FEET; THENCE EAST 81 FEET; THENCE SOUTH 165 FEET; THENCE EAST 24 FEET; THENCE NORTH 45 FEET TO THE POINT OF BEGINNING.

EXCEPTING FROM SAID RIGHT OF WAY THE FOLLOWING TWO PARCELS, AS DISCLOSED BY THAT CERTAIN QUIT CLAIM DEED, RECORDED FEBRUARY 17, 1984 AS ENTRY NO. 3906665 IN BOOK 5532 AT PAGE 1682:

- 1) BEGINNING AT A POINT 165 FEET SOUTH FROM THE NORTHEAST CORNER OF LOT 1, BLOCK 66, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE WEST 290 FEET; THENCE SOUTH 10 FEET; THENCE EAST 290 FEET; THENCE NORTH 10 FEET TO THE POINT OF BEGINNING.
- 2) BEGINNING AT A POINT 165 FEET SOUTH AND 314 FEET WEST FROM THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 66, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE WEST 81 FEET; THENCE SOUTH 10 FEET; THENCE EAST 81 FEET; THENCE NORTH 10 FEET TO THE POINT OF BEGINNING.

#### PARCEL 1B:

NON-EXCLUSIVE EASEMENTS AND RIGHTS OF WAY AND PARKING SPACES, AS DISCLOSED BY THAT CERTAIN DECLARATION GRANT OF EASEMENTS, AND LICENSE OF PARKING RIGHTS, RECORDED APRIL 20, 2005, AS ENTRY NO. 9353279, IN BOOK 9120, AT PAGE 690, AND AMENDED BY THAT CERTAIN DECLARATION, GRANT OF EASEMENT AND TERMINATION OF EASEMENT, RECORDED JULY 18, 2006 AS ENTRY NO. 9785688 IN BOOK 9393 AT PAGE 3920 OF OFFICIAL RECORDS.

## PARCEL 1C:

A NON-EXCLUSIVE UNDERGROUND SEWER LINE PERPETUAL EASEMENT AND RIGHT OF WAY FOR A SEWER LINE AS DISCLOSED BY THAT CERTAIN AGREEMENT AND GRANT OF EASEMENT, RECORDED OCTOBER 16, 2006 AS ENTRY NO. 9877373 IN BOOK 9366 AT PAGE 985 AND AMENDED BY THAT CERTAIN CORRECTED AGREEMENT AND GRANT OF EASEMENT RECORDED NOVEMBER 02, 2006 AS ENTRY NO. 9896628 IN BOOK 9375 AT PAGE 5016 OF OFFICIAL RECORDS.

## PARCEL 1D:

A PERPETUAL, NONEXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND PASSAGE BY VEHICULAR AND PEDESTRIAN TRAFFIC AS DISCLOSED BY THAT CERTAIN RECIPROCAL EASEMENT AND PURCHASE OPTION AGREEMENT RECORDED NOVEMBER 11, 2015 AS ENTRY NO. 12187271 IN BOOK 10387 AT PAGE 1635 OF OFFICIAL RECORDS.

PARCEL 1E: DELETED

## PARCEL 1F:

ACCESS, UTILITY AND DRAINAGE EASEMENT DATED MAN 2019 BY AND BETWEEN TELEGRAPH EXCHANGE LLC, A UTAH LIMITED LIABILITY COMPANY AND PAPERBOX DEVELOPERS, LLC, A UTAH LIMITED LIABILITY COMPANY, RECORDED MAY 31, 2019 AS ENTRY NO. [299430] IN BOOK 6786 AT PAGE 8320 OF OFFICIAL RECORDS.

# **EXHIBIT B**

# FORM OF CONSENT

[See Attached.]

#### CONSENT TO ASSIGNMENT AND ESTOPPEL AGREEMENT

The undersigned, REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public agency (the "Agency") acknowledges to WASHINGTON FEDERAL, NATIONAL ASSOCIATION ("Assignee"), that the Agency is party to that certain Development Agreement (as the same may be amended, modified, supplemented, extended, or renewed from time to time, the "Development Agreement") with PAPERBOX DEVELOPERS, LLC, a Utah limited liability company, with respect to certain rights under the Development Agreement (the "Assignor"), and that Assignor's rights, title and interests in and to the Development Agreement have been, or will be, further assigned by Assignor to the Assignee pursuant to an Assignment of Development Agreement of approximately even date herewith (as the same may be amended, modified, supplemented, extended, or renewed from time to time, the "Assignment of Development Agreement") by and between Assignor and Assignee, the Agency hereby consents to such assignment to Assignee. Capitalized terms used herein without definition shall have the meanings given to such terms in the Assignment of Development Agreement.

In connection with the Loan and the assignment of the Development Agreement by Assignor to the Assignee, the Agency hereby certifies, represents, warrants and covenants to the Assignee that:

- 1. <u>Representations, Warranties and Covenants of Agency</u>. The Agency hereby agrees to the terms and conditions of the Assignment of Development Agreement and certify, represent, warrant and covenant to Assignee that:
  - (a) There are no other agreements in existence between the Agency and Assignor relating to the Project, other than the Development Agreement, that certain Deed of Trust with Assignment of Rents dated of approximately even date herewith, that certain Option to Purchase Agreement dated as of April 21, 2017, that certain Option to Repurchase Agreement dated of approximately even date herewith, and that certain Restrictive Use Agreement dated of approximately even date herewith.
  - (b) The Development Agreement has not been altered, amended or modified since the date of its original execution, and is presently in full force and effect.
  - (c) As of this date, Agency and Assignor have each has fulfilled all of its duties and obligations under the Development Agreement to be fulfilled as of this date and is not in default under the terms, conditions, covenants and obligations of the Development Agreement. To the best of Agency's actual knowledge, and as of this date, Assignor has fulfilled all of its duties and obligations under the Development Agreement to be fulfilled as of this date and is not in default under the terms, conditions, covenants and obligations of the Development Agreement.
  - (d) The Agency acknowledges and approves the assignment of the Development Agreement to Assignee as security for the Loan, consents to the same and Sections 1(b) and 3 of the Assignment of Development Agreement.
  - (e) Whenever the Agency shall deliver any notice or demand to Assignor with respect to the Development Agreement, the Agency, as applicable, shall, at the same time, deliver to Assignee a copy of such notice or demand.
  - (f) The Agency shall take no action to terminate or cancel the Development Agreement for any reason including any breach by Assignor unless and until it shall have given Assignee thirty (30) days prior written notice advising Assignee of the action proposed to be taken and the reasons therefor. During such thirty (30) day period, Assignee may, at its option, and without relieving Assignor of any of its obligations under any Loan Document, the

Development Agreement or hereunder, take any actions necessary in order to eliminate the reasons for the proposed action of Agency.

- (g) In the event of a breach or a default by Assignor under the Loan Documents and the subsequent foreclosure of the Project or acceptance of a deed in lieu thereof by Assignee, Assignee, upon satisfying all of Assignor's obligations under the Development Agreement shall be entitled to all of the rights and benefits of Assignor under the Development Agreement. It is expressly understood and agreed that Assignee does not hereby assume any of Assignor's obligations or duties concerning the Development Agreement, unless and until Assignee forecloses on the Property.
- (h) The Agency warrants that this Consent to Assignment and Estoppel Certificate and the Development Agreement have been duly authorized, are legal and binding upon the Agency, and are enforceable in accordance with their terms against Development Agreement.
- (i) During the term of the Loan, the Agency shall not enter into any agreement with Assignor to modify the Development Agreement or any attachment thereto without the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed.
- 2. All notices, requests, demands and consents to be made hereunder to the parties hereto shall be in writing and shall be delivered by hand or sent by registered mail or certified mail, postage prepaid, return receipt requested (except for any notice address which is a post office box, in which case notice may be given by first class mail), through the United States Postal Service to the addresses shown below, or such other address which the parties may provide to one another in accordance herewith. Such notices, requests, demands and consents, if sent by mail, shall be deemed given two (2) Business Days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered.

To Assignor: Paperbox

Paperbox Developers, LLC

180 W University Ave, #200

Provo, Utah 84601

Attention: Craig Bingham

with a copy to:

Farnsworth Johnson PLLC

180 North University Avenue, #260

Provo, Utah 84601

Attention: Brandon Johnson, Esq

To Assignee:

Washington Federal, National Association

1207 East Draper Parkway

Draper, Utah 84020

Attention: James Endrizzi

with a copy to:

Snell & Wilmer L.L.P.

**Gateway Tower West** 

15 West South Temple, Suite 1200

Salt Lake City, Utah 84101

Attn: Brian D. Cunningham, Esq.

If to Agency:

Redevelopment Agency of Salt Lake City

451 South State Street, #418

P.O. Box 145518

Salt Lake City, Utah 84114-5518

4851-8948-9046

Exhibit B-3

BK 10786 PG 8684

Attention: Chief Operating Officer

With a copy to:

Salt Lake City Attorney's Office 451 South State Street, #501 Salt Lake City, Utah 84114-5518

Attention: City Attorney

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The terms of this Consent to Assignment and Estoppel Certificate shall supersede and control over any inconsistent provisions in the Development Agreement.

Dated: 5.3, 2019.

# REDEVELOPMENT AGENCY OF SALT LAKE CITY

a public agency

Jacqueline M. Biskupski, Executive Director

Approved as to form:

Salt Lake City Attorney's Office

Katherine N. Lewis

STATE OF UTAH

) :ss. )

COUNTY OF SALT LAKE

The foregoing instrument was acknowledged before me this 23% day of 4% day of 2019, by Jacqueline M. Biskupski, the Executive Director of **REDEVELOPMENT AGENCY OF SALT LAKE CITY**, a public agency, on behalf of such agency.



NOTARY PUBLIC

MONE BUTLER
697404

MSSION EXPIRES

FIRE 25, 2021

SEE OF LITAH

[Seal]

**NOTARY PUBLIC** 

Residing at SAH Lake Wunty



NOTARY PUBLIC SIMONE BUTLER 697404 COMMISSION EXPIRES OCTOBER 25, 209 STATE OF UTAH