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BK 7743 PG 1355

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RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
4/21/2021 1:40:00 PM  
FEE \$44.00 Pgs: 7  
DEP eCASH REC'D FOR GT TITLE SERVICES-SPA

When Recorded Please Return To:  
Randall M. Larsen  
Gilmore & Bell, P.C.  
15 West South Temple, Suite 1450  
Salt Lake City, UT 84101

Part of Tax ID #'s: 12-103-0080, 12-103-0062, 12-103-0066 and 12-103-0064; part of 12-085-0016 and 12-085-0056; and part of 12-085-0015, 12-085-0092, 12-085-0016, All of: 12-085-0002, 12-085-0014, and 12-717-0001

### AMENDMENT TO GROUND LEASE AGREEMENT

This AMENDMENT TO GROUND LEASE AGREEMENT (the "Amendment to Ground Lease") dated as of April 1, 2021, entered into by and between the MUNICIPAL BUILDING AUTHORITY OF SYRACUSE CITY, UTAH (the "Authority"), as lessee hereunder, a nonprofit corporation duly organized, existing and in good standing under the laws of the State of Utah, and also acting as grantor under a certain General Indenture of Trust dated as of April 1, 2016 (the "General Indenture"), and SYRACUSE CITY, UTAH (the "City"), as lessor hereunder, a body corporate and politic duly existing under the laws of the State of Utah. Terms defined in the recitals shall have the same meaning when used herein. Unless the context otherwise requires or unless otherwise specified herein, all terms defined in Article I of the General Indenture, Article I of the First Supplemental Indenture (defined below), Article I of the Second Supplemental Indenture (defined below) and Article I of the Master Lease (defined below) shall have the same meaning where used in this Ground Lease.

#### WITNESSETH:

WHEREAS, the City is the owner in fee simple of the Property; and

WHEREAS, pursuant to a Ground Lease Agreement dated as of April 1, 2016 (the "Original Ground Lease") between the Authority, as ground lessee, and the City, as ground lessor the City has leased the Property to the Authority; and

WHEREAS, pursuant to the provisions of the General Indenture and a First Supplemental Indenture of Trust dated as of April 1, 2016 (the "First Supplemental Indenture") between the Authority and Zions Bancorporation, National Association (the "Trustee"), the Authority has previously issued its Lease Revenue Refunding Bonds, Series 2016 (the "Series 2016 Bonds") to refinance the costs of construction of a new city hall and main fire station, remodeling of a police station and construction of an addition to the City's public works facility (collectively, the "Series 2016 Project"); and

WHEREAS, the pursuant to a Second Supplemental Indenture of Trust dated as of April 1, 2021 (the "Second Supplemental Indenture," and together with the General Indenture and the First Supplemental Indenture, the "Indenture"), the Authority desires to

issue bonds for the purpose of refunding the Series 2016 Bonds and paying the costs of issuance thereof (the "Series 2021 Bonds"); and

WHEREAS, the City and the governing board of the Authority have each, by resolutions dated April 14, 2020 and February 23, 2021 (collectively, the "Resolution"), authorized the appropriate officers of the City and the Authority to take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by the Resolution; and

NOW, THEREFORE, for and in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1.1 Representations, Covenants and Warranties of the City. The City represents, covenants and warrants for the benefit of the Authority and the Trustee as follows:

(a) The City is a duly existing political subdivision and body corporate and politic within the State under the Constitution and laws of the State. Under the provisions of the Constitution and laws of the State, the City is authorized to enter into the transactions contemplated by the Original Ground Lease and this Amendment to Ground Lease and to carry out its obligations hereunder. The City has duly authorized and approved the execution and delivery of the Original Ground Lease and this Amendment to Ground Lease.

(b) The City warrants that it holds the fee simple interest in the Property, and that all the Property is free from any encumbrances other than Permitted Encumbrances.

Section 1.2 Representations, Covenants and Warranties of the Authority. The Authority represents, covenants and warrants for the benefit of the City and the Trustee as follows:

(a) The Authority has the corporate power and authority to enter into the Ground Lease and this Amendment to Ground Lease and has duly authorized and approved the execution and delivery of the Original Ground Lease and this Amendment to Ground Lease by proper corporate action.

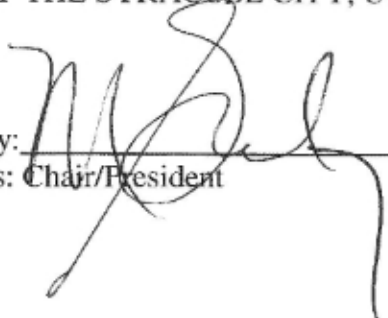
Section 1.3 Amendments. The provisions of the Original Ground Lease are amended such that references to the Ground Lease securing payment of the Series 2016 Bonds shall hereafter refer to securing payment of the Series 2021 Bonds.

IN WITNESS WHEREOF, the Authority has caused this Amendment to Ground Lease to be executed with its corporate seal hereunto affixed and attested by its duly authorized officers. The Authority has executed this Amendment to Ground Lease in its name with its seal hereunto affixed and attested by its duly authorized officers. All of the above occurred as of the date first above written.


(SEAL)



MUNICIPAL BUILDING AUTHORITY  
OF THE SYRACUSE CITY, UTAH

By:   
Its: Chair/President

ATTEST AND COUNTERSIGN:

By:   
Its: Secretary-Treasurer

SYRACUSE CITY, UTAH

(SEAL)



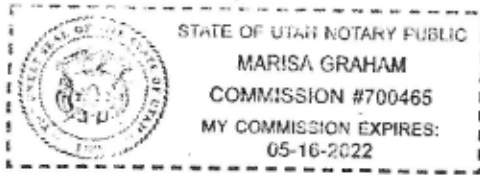
By: \_\_\_\_\_  
Its: Mayor

ATTEST AND COUNTERSIGN:

By:  \_\_\_\_\_  
Its: City Recorder

STATE OF UTAH            )  
  : ss.  
COUNTY OF DAVIS        )

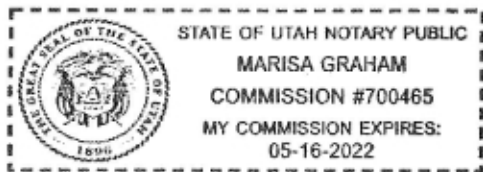
On April 11, 2021, the foregoing instrument was acknowledged before me by Mike Gailey and Cassie Brown, the Chair/President and Secretary-Treasurer, respectively, of the Municipal Building Authority of the Syracuse City, Utah.



*Marisa Graham*  
\_\_\_\_\_  
NOTARY PUBLIC

STATE OF UTAH            )  
  : ss.  
COUNTY OF DAVIS        )

On April 12, 2021, the foregoing instrument was acknowledged before me by Mike Gailey and Cassie Brown, the Mayor and City Recorder respectively, of the Syracuse City, Utah.



*Marisa Graham*  
\_\_\_\_\_  
NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION

All real property located or the land located in Davis County, Utah, described as follows:

PARCEL 1:

BEGINNING AT A POINT WHICH IS SOUTH 89°40'37" EAST 630.45 FEET; SOUTH 89°40'37" EAST 37.48 FEET; THENCE SOUTH 0°18'37" WEST 12.55 FEET TO THE EAST EDGE OF ASPHALT (EOA) WHICH IS THE ACCESS ROAD TO THE PUBLIC WORKS PARCEL AND TO A POINT ON A 22.75 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID EOA AND THE ARC OF SAID CURVE 30.24 FEET HAVING A CENTRAL ANGLE OF 76°09'34"(CHORD BEARS SOUTH 36°50'36" WEST 28.06 FEET); THENCE ALONG SAIDEOA THE FOLLOWING (14) COURSES;(1) SOUTH 01 °14'11" EAST 64.14 FEET; (2) THENCE SOUTH 0°05'25" WEST 49.57 FEET; (3) THENCE SOUTH 0°06'11" WEST 49.51 FEET; (4)THENCE SOUTH 0°03'58" EAST 37.31 FEET; (5) THENCE SOUTH 0°05'43" WEST 48.15 FEET; (6) THENCE SOUTH 0°09'30" EAST 96.99 FEET; (7) THENCE SOUTH 0°01'42" WEST 160.47 FEET; (8) THENCE SOUTH 0°21'44" WEST 139.50 FEET; (9)THENCE SOUTH 0°07'39" WEST 366.21 FEET; (10) THENCE SOUTH 01 °10'29" WEST 152.76 FEET TO A POINT ON A 173.65 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT; (11) THENCE ALONG THE ARC OF SAID CURVE 77.41 FEET HAVING A CENTRAL ANGLE OF 25°32'23"( CHORD BEARS SOUTH 13°53'28" EAST 76.77 FEET); (12) THENCESOUTH 27°36'11" EAST 24.14 FEET TO A POINT ON A 157.23 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT; (13) THENCE ALONG THE ARC OF SAID CURVE 85.89 FEET HAVING A CENTRAL ANGLE OF 31°17'58"(CHORD BEARS SOUTH 12°12'40" EAST 84.83 FEET); (14) THENCE SOUTH 0°20'07" WEST 596.27 FEET FROM THE NORTH QUARTER CORNER OF SECTION 21 TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 89°54'39" EAST 305.71 FEET; THENCE SOUTH 04°04'11" EAST 76.36 FEET; THENCE SOUTH 02°15'55" EAST 34.86 FEET; THENCE SOUTH 00°27'47" EAST 150.62 FEET; THENCE SOUTH 00°15'41" EAST 37.35 FEET; THENCE NORTH 84°24'08" WEST 9.26 FEET; THENCE SOUTH 00°05'36" EAST 68.05 FEET; THENCE SOUTH 00°15'04" WEST 212.06 FEET; THENCE NORTH 89°28'54" WEST 27.31 FEET; THENCE SOUTH 00°11'43" WEST 89.15 FEET; THENCE NORTH 89°39'40" WEST 313.50 FEET; THENCE NORTH 00°11'51" EAST 664.69 FEET; THENCE NORTH 89°54'39" EAST 34.96 FEET MORE OR LESS TOTHE POINT OF BEGINNING.

Subject to a right-of-way over and across said property in Favor of Syracuse City for access to surrounding properties now in possession of Syracuse City or future acquisition's therein.

Part of Tax ID #'s: 12-103-0080, 12-103-0062, 12-103-0066 and 12-103-0064

PARCEL 2:

BEGINNING AT A POINT WHICH IS 1061.05 FEET SOUTH 0°06'52" WEST ALONG A THE SECTION LINE FROM THE NORTH WEST CORNER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID SECTION LINE SOUTH 0°06'52" WEST 366.31 FEET; THENCE SOUTH 89°53'08" EAST 152.46 FEET; THENCE SOUTH 0°06'52" WEST 100.26 FEET TO THE NORTH LINE OF BRANDLEY ESTATES SUBDIVISION WHICH IS FILED IN THE DAVIS COUNTY RECORDERS OFFICE ENTRY NUMBER 1326134; THENCE ALONG THE NORTH LINE OF SAID SUBDIVISION NORTH 89°58'04" EAST 237.28 FEET; THENCE NORTH 0°01'56" WEST 381.73 FEET; THENCE NORTH 55°52'01" WEST 151.43 FEET; THENCE SOUTH 89°58'14" WEST 181.02 FEET; THENCE NORTH 89°54'03" WEST 82.23 FEET TO THE POINT OF BEGINNING.

Tax ID #'s part of 12-085-0016 and 12-085-0056

Subject to a right -of -way over and across said property in Favor of Syracuse City for access to surrounding properties now in possession of Syracuse City or future acquisition's therein.

PARCEL 3:

BEGINNING AT A POINT WHICH IS 227.15 FEET SOUTH 0°06'52" WEST ALONG A THE SECTION LINE FROM THE NORTH WEST CORNER OF SECTION 15, TOWNSHIP 4 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID SECTION LINE SOUTH 0°06'52" WEST 536.07 FEET; THENCE SOUTH 89°53'08" EAST 223.00 FEET; THENCE SOUTH 0°06'52" WEST 57.56 FEET; THENCE NORTH 89°59'26" EAST 86.43 FEET; THENCE NORTH 0°01'53" EAST 582.26 FEET; THENCE SOUTH 89°58'31" WEST 165.28 FEET; THENCE NORTH 0°06'52" EAST 11.58 FEET; THENCE NORTH 89°53'08" WEST 143.30 FEET TO THE POINT OF BEGINNING.

Tax ID #'s

All of: 12-085-0002, 12-085-0014, Part of: 12-085-0015, 12-085-0092, 12-085-0016

Subject to a right-of-way over and across said property in Favor of Syracuse City for access to surrounding properties now in possession of Syracuse City and/or future acquisition's therein.

PARCEL4:

ALL OF LOT 1, FREMONT PARK SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT MAP RECORDED IN THE OFFICE OF THE DAVIS COUNTY RECORDER.

Tax ID No.: 12-717-0001