

RECORDED

MAY 03 2005

CITY RECORDER

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05/06/2005 04:27 PM \$73.00  
Book - 9128 Pg - 506-524  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
BY: SEM, DEPUTY - WI 19 P.

6-27

WHEN RECORDED, PLEASE RETURN TO:

REDEVELOPMENT AGENCY OF SALT LAKE CITY  
Room 418, City & County Building  
451 South State Street  
Salt Lake City, Utah 84111  
Attn: Executive Director

**FIRST AMENDMENT TO PLAZA PEDESTRIAN AND PUBLIC USE EASEMENT AND PROGRAMMING AGREEMENT**

THIS FIRST AMENDMENT TO PLAZA PEDESTRIAN AND PUBLIC USE EASEMENT AND PROGRAMMING AGREEMENT (this "Amendment") is made this 3<sup>rd</sup> day of May, 2005, by the undersigned fee owners and controlling associations of the Restricted Property (collectively, "Owners"), Redevelopment Agency of Salt Lake City, a public agency organized and existing under the Redevelopment Agencies Act ("Agency"), and Salt Lake City Corporation, a municipal corporation of the State of Utah (the "City"). Capitalized terms not otherwise defined herein shall have the same meaning given to such terms in the Easement Agreement (defined below).

RECITALS:

A. Gateway Associates, Ltd., a Utah limited partnership ("Gateway Associates"), Agency and City entered into that certain Plaza Pedestrian and Public Use Easement and Programming Agreement dated December 23, 1999, and recorded in the office of the Salt Lake County Recorder on January 13, 2000 as Entry No. 7553964 in Book 8336, Pgs. 1240-1262 (the "Easement Agreement").

B. The Owners are the successors in interest of Gateway Associates to the real property which is the subject to the Easement Agreement.

C. Exhibit A to the Easement Agreement contemplates that upon creation of certain condominiums on the Restricted Property, the legal descriptions of the Property would be revised

and updated to reflect the creation of such condominium units. Such condominium units have been created by mesne documents of record.

D. Pursuant to separate approvals of the City and Agency, the approved use of the Hotel Parcel has been modified such that the Parcel identified on Exhibit A to the Easement Agreement as the "Hotel Parcel" (identified on Exhibit A-1 to this Amendment as "LOT 6") is no longer intended for use for hotel purposes and now constitutes an additional "Retail Parcel."

E. Owners, Agency and City desire to amend the Easement Agreement as provided herein.

AGREEMENT:

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the undersigned agree as follows:

1. Amendment to Recitals.

- (a) Recital A is amended by deleting the words "and shown on the Site Plan attached as Exhibit "B" (the "Site Plan")".
- (b) Recital B is amended by deleting the words "as depicted on the Site Plan."
- (c) Recital C is amended by inserting, following the words "by reference," the following: "as shown on that certain ALTA/ACSM Land Title Survey dated April 29, 2005, prepared by McNeil Engineering and Land Surveying and identified as Project No. 250155, a copy of which has been filed with the Salt Lake County Surveyor's Office (the "Survey")."

2. Amendments to Exhibits of the Easement Agreement. Exhibit "A" to the Easement Agreement, which sets forth the legal descriptions of the Restricted Property, and Exhibit "C" to the Easement Agreement, which sets forth the legal description for the Plaza Easement, are hereby amended and replaced in their entirety with Exhibit A-1, and Exhibit C-1, respectively, attached hereto and incorporated herein by this reference. Exhibit "B" to the Easement Agreement is deleted. Exhibit C-2 attached hereto, a depiction of the Plaza Easement, is hereby added to the Easement Agreement. Exhibit D is attached hereto is hereby added to the Easement Agreement.

3. Encroachments. The Easement Agreement is hereby amended by adding the following new Section 9.16:

"9.16. **Encroachments.** Agency and City, as applicable, hereby accept the location of (a) the Developer Improvements that are listed on Exhibit D, as depicted on the Survey, and (b) any Developer Improvements that encroach on the Plaza Easement by twelve (12) inches or less (collectively, the encroachments described in (a) and (b) being referred to

herein as the "Permitted Encroachments"), and waive any and all rights they may have arising from any encroachment of any Permitted Encroachment upon the Plaza Easement. The rights granted to Owners hereunder include without limitation the right of ingress and egress to use the Developer Improvements that constitute Permitted Encroachments and to use such equipment as is reasonably necessary to, from time to time, install, maintain, repair, inspect, protect, remove and replace such Developer Improvements and keep such Developer Improvements free from ice, snow, debris and obstructions."

4. Elimination of the Hotel Parcel. All references to the "Hotel Parcel" included in the Easement Agreement are hereby deleted in their entirety. The Retail Parcel identified on Exhibit A-1 as LOT 6 shall for all purposes of the Easement Agreement constitute a "Retail Parcel."

5. Section Amendments. Sections 3.2 and 10.14 of the Easement Agreement are hereby amended and restated in their entirety as follows:

**3.2 Cost of Maintenance and Programming.** The cost of maintenance of the Union Pacific Plaza and the cost of the programming obligations set forth above will be borne by Owner until such time as Owner conveys fee title to any portion of the Restricted Property to a third-party, whereupon the foregoing costs of maintenance and programming shall be shared in accordance with Sections 10.12 through 10.14 below.

**10.14 Liability of Owners of Office Parcels.** In the event that Owner conveys and transfers all right, title and interest in and to any of the Office Parcels to a third person, such grantee shall not be obligated to perform the obligations of Owner under this Agreement, but shall be liable to contribute and pay its "Pro-Rata Share" of the cost of performing such obligations, and shall be subject to Assessment Lien pursuant to Section 10.13 to the extent of its "Pro-Rata Share". The "Pro-Rata Share" of Owners of the Office Parcels shall be equal to fifteen cents (\$0.15) per annum for each net leaseable square foot of office space (as defined by "BOMA" standards) located in the building on such parcel. The amounts specified in the foregoing sentence shall be increased annually as of January in each year after 2002 based upon the increase in the Consumer Price Index (U.S. Cities Average For All Items For All Urban Wage Earners And Clerical Workers) using January 2001 as the base."

6. Amendment to Owner's Notice Address. The notice address for Owner set forth in Section 6 of the Easement Agreement is hereby amended and replaced as follows:

If to Owners:	Gateway Associates, Ltd. Gateway Retail Holdings, L.C. Gateway Block A Condominium Association, Inc. Gateway Block B Condominium Association, Inc. Gateway Block C-1 Condominium Association, Inc. Gateway Block C-2 Condominium Association, Inc.
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C/O The Boyer Company, L.C.  
90 South 400 West, Suite 200  
Salt Lake City, Utah 84101

7. No Consents Necessary. Each of the Owners, Agency and City hereby represents and warrants that it does not need to obtain the consent of any other party in order to execute this First Amendment, except in the case of the Owners, the consent of Wells Fargo Bank, National Association, which is provided below.

8. Miscellaneous. Except as expressly modified by the provisions of this First Amendment, the Easement Agreement shall continue in full force and effect. In the event any inconsistencies exist between the terms of this First Amendment and the Easement Agreement, this First Amendment shall control. The deletion of an entire Section of the Easement Agreement pursuant to this Amendment shall not result in any renumbering of the remaining Sections of the Easement Agreement. The individuals who execute this First Amendment represent and warrant that they are duly authorized to execute this First Amendment on behalf of the Owners, Agency and City, as the case may be, and that the parties named are all of the parties and proper parties, and that no other signature, act or authorization is necessary to bind such entities to the provisions of this First Amendment. This First Amendment may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument. Executed originals (or counterpart originals) of this First Amendment may be delivered by facsimile transmission, which facsimile transmission copies shall be deemed originals.

*(signature pages follow)*


IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first above written.

**OWNERS:**

**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:   
Name: STEVEN B. OSTLER  
Title: Manager

**GATEWAY RETAIL HOLDINGS, L.C.**, a Utah limited liability company, by its manager


GATEWAY RETAIL MANAGER, INC, a Utah corporation

By:   
Name: STEVEN B. OSTLER  
Title: President


**GATEWAY BLOCK A CONDOMINIUM ASSOCIATION, INC.**, a Utah non-profit corporation

By:   
Name: STEVEN B. OSTLER  
Title: Secretary/Treasurer


**GATEWAY BLOCK B CONDOMINIUM ASSOCIATION, INC.**, a Utah non-profit corporation

By:   
Name: STEVEN B. OSTLER  
Title: Secretary/Treasurer

**GATEWAY BLOCK C-1 CONDOMINIUM  
ASSOCIATION, INC., a Utah non-profit corporation**


By:   
Name: STEVEN B. OSTLER  
Title: Secretary/Treasurer

**GATEWAY BLOCK C-2 CONDOMINIUM  
ASSOCIATION, INC., a Utah non-profit corporation,**

By:   
Name: STEVEN B. OSTLER  
Title: Secretary/Treasurer

**AGENCY:**

**REDEVELOPMENT AGENCY OF SALT LAKE CITY**

By:   
Ross C. Anderson  
Its: Chief Administrative Officer

By:   
David J. Oka  
Its: Executive Director

Approved as to legal form:

Jones, Waldo, Holbrook & McDonough, P.C.

By: 

**CITY:**

**SALT LAKE CITY CORPORATION**

By:   
Ross C. Anderson, Mayor

RECORDED

MAY 03 2005

Attest and Countersign:

CITY RECORDER

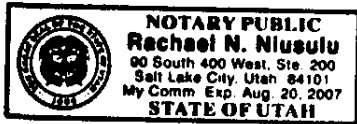
  
Christine Neeker  
Chief Deputy City Recorder

Approved as to form by:  4/21/05



STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2005, by Steven B. Oster, a manager of The Boyer Company, L.C., which is the manager of Boyer Gateway, L.C., which is the general partner of Gateway Associates, Ltd.



Rachael N. Niusulu  
Notary Public

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2005, by Steven B. Oster, the President of Gateway Retail Manager, Inc., which is the manager of Gateway Retail Holdings, L.C.



Rachael N. Niusulu  
Notary Public

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2005, by Steven B. Oster, the Secretary/Treasurer of Gateway Block A Condominium Association, Inc.



Rachael N. Niusulu  
Notary Public

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of April, 2005, by Steven B. Oster, the Secretary/Treasurer of Gateway Block B Condominium Association, Inc.



Rachael N. Niusulu  
Notary Public



STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

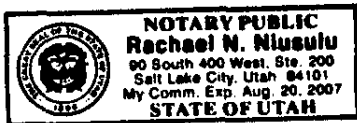
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of April, 2005, by Steven B. Ostler, the Secretary/Treasurer of Gateway Block C-1 Condominium Association, Inc.



Rachael N. Niusulu  
Notary Public

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of April, 2005, by Steven B. Ostler, the Secretary/Treasurer of Gateway Block C-2 Condominium Association, Inc.



Rachael N. Niusulu  
Notary Public

STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

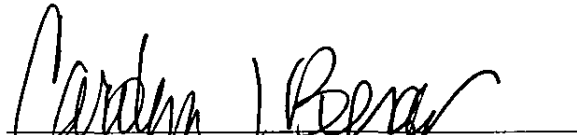
The foregoing instrument was acknowledged before me this 27 day of April, 2005, by Ross C. Anderson, the Chief Administrative Officer of the Redevelopment Agency of Salt Lake City, a public agency.

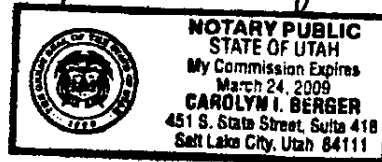
  
Notary Public



STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

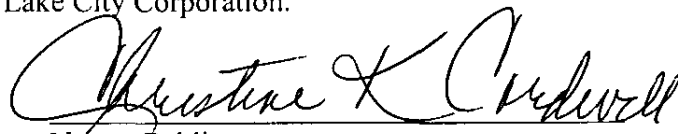
The foregoing instrument was acknowledged before me this 28 day of April, 2005, by David J. Oka, Executive Director of the Redevelopment Agency of Salt Lake City, a public agency.

  
Notary Public



STATE OF UTAH )  
 ) SS:  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 27 day of April, 2005, by Ross C. Anderson, the Mayor of the Salt Lake City Corporation.

  
Notary Public





**Exhibit A-1**

**Revised Legal Description of Restricted Property**

**OFFICE BUILDING PARCELS:**

OFFICE UNIT 1, contained within the Block A Condominium Project as the same is identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828968 (as said Record of Survey Map shall have heretofore been amended or supplemented, including that certain amended Record of Survey Map, recorded in the office of the Salt Lake County Recorder on December 6, 2002 as Entry No. 8448732, in Book "2002P" at Page 532 of Plats) (the "Block A Map") and in the Declaration of Condominium for Gateway Block A Condominium Project, recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828969, in Book No. 8427 at Page 4676-4750 (as said Block A Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block A Condominium's Common Elements that is appurtenant to said Unit as more particularly described in the Block A Declaration.

Tax Parcel No. 15-01-177-006-000

OFFICE UNIT 1, contained within the Block B Condominium Project as the same is identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828970 (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block B Map") and in the Declaration of Condominium for Gateway Block B Condominium Project, recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828971, in Book No. 8427 at Page 4752-4829 (as said Block B Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block B Condominium's Common Elements that is appurtenant to said Unit as more particularly described in the Block B Declaration.

Tax Parcel No. 15-01-131-005-000

**OFFICE BUILDING PARCELS (Cont.):**

OFFICE UNITS 2A, 2B, 2C, 2D, 2E and 2F, contained within the Gateway Block B—Office Unit 2 Condominium Project as the same are identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on May 16, 2002, as Entry No. 8235749 (as said Record of Survey Map shall have heretofore been amended or supplemented) (the “Block B—Office Unit 2 Map”) and in the Declaration of Condominium for Gateway Block B—Office Unit 2 Condominium Project, recorded in the office of the Salt Lake County Recorder on May 16, 2002, as Entry No. 8235750, in Book No. 8598 at Pages 7020-7086 (as said Block B—Office Unit 2 Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block B—Office Unit 2 Condominium’s Common Elements that is appurtenant to said Sub-Units as more particularly described in the Block B—Office Unit 2 Declaration.

Tax Parcel Nos. 15-01-131-010-000, 15-01-131-011-000, 15-01-131-012-000, 15-01-131-013-000, 15-01-131-014-000, and 15-01-131-015-000

LOT 5, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats.

Tax Parcel No.: 08-36-376-014-0000

**RETAIL PARCELS:**

RETAIL UNITS 1-4, contained within the Block A Condominium Project as the same are identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828968 (as said Record of Survey Map shall have heretofore been amended or supplemented, including that certain amended Record of Survey Map, recorded in the office of the Salt Lake County Recorder on December 6, 2002 as Entry No. 8448732, in Book "2002P" at Page 532 of Plats) (the "Block A Map") and in the Declaration of Condominium for Gateway Block A Condominium Project, recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828969, in Book No. 8427 at Page 4676-4750 (as said Block A Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block A Condominium's Common Elements that is appurtenant to said Units as more particularly described in the Block A Declaration.

Tax Parcel Nos.: 15-01-177-002-0000, 15-01-177-003-0000, 15-01-177-010-0000 and 15-01-177-011-0000

RETAIL UNITS 1-4, contained within the Block B Condominium Project as the same are identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828970 (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block B Map") and in the Declaration of Condominium for Gateway Block B Condominium Project, recorded in the office of the Salt Lake County Recorder on February 26, 2001, as Entry No. 7828971, in Book No. 8427 at Page 4752-4829 (as said Block B Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block B Condominium's Common Elements that is appurtenant to said Units as more particularly described in the Block B Declaration.

Tax Parcel Nos.: 15-01-131-001-0000, 15-01-131-002-0000, 15-01-131-003-0000 and 15-01-131-004-0000

RETAIL UNIT, contained within the Block C1 Condominium Project as the same is identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on December 27, 2000, as Entry No. 7788087, in Book 2000P at Page 364 of Plats (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block C1 Map") and in the Declaration of Condominium for Gateway Block C1 Condominium Project, recorded in the office of the Salt Lake County Recorder on April 27, 2001, as Entry No. 7881708, in Book No. 8450 at Page 4761-4842-A (as said Block C1 Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block C1 Condominium's Common Elements that is appurtenant to said Unit as more particularly described in the Block C1 Declaration.

Tax Parcel No.: 15-01-185-001-0000

**RETAIL PARCELS (CONT.):**

RETAIL UNIT 1, contained within the Block C2 Condominium Project as the same is identified in the Record of Survey Map recorded in the office of the Salt Lake County Recorder on December 27, 2000, as Entry No. 7788089, in Book 2000P at Page 365 of Plats (as said Record of Survey Map shall have heretofore been amended or supplemented) (the "Block C2 Map") and in the Declaration of Condominium for Gateway Block C2 Condominium Project, recorded in the office of the Salt Lake County Recorder on April 27, 2001, as Entry No. 7881709, in Book No. 8450 at Page 4843-4926 (as said Block C2 Declaration may have heretofore been amended or supplemented), TOGETHER WITH the undivided ownership interest in said Block C2 Condominium's Common Elements that is appurtenant to said Unit as more particularly described in the Block C2 Declaration.

Tax Parcel No.: 15-01-130-001-0000

LOT 3, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats.

Tax Parcel No.: 08-36-376-016-0000

LOT 4, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats.

Tax Parcel No.: 08-36-376-015-0000

LOT 6, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats.

Tax Parcel No.: 08-36-376-013-0000

LOT 7, Boyer Gateway Subdivision Plat, recorded in the office of the Salt Lake County Recorder on February 23, 2001, as Entry No. 7828967, in Book 2001P at Page 37 of Plats.

Tax Parcel No.: 08-36-376-012-0000

**Exhibit B**

**Deleted**



**Exhibit C-1**

**Legal Description of Plaza Easement**

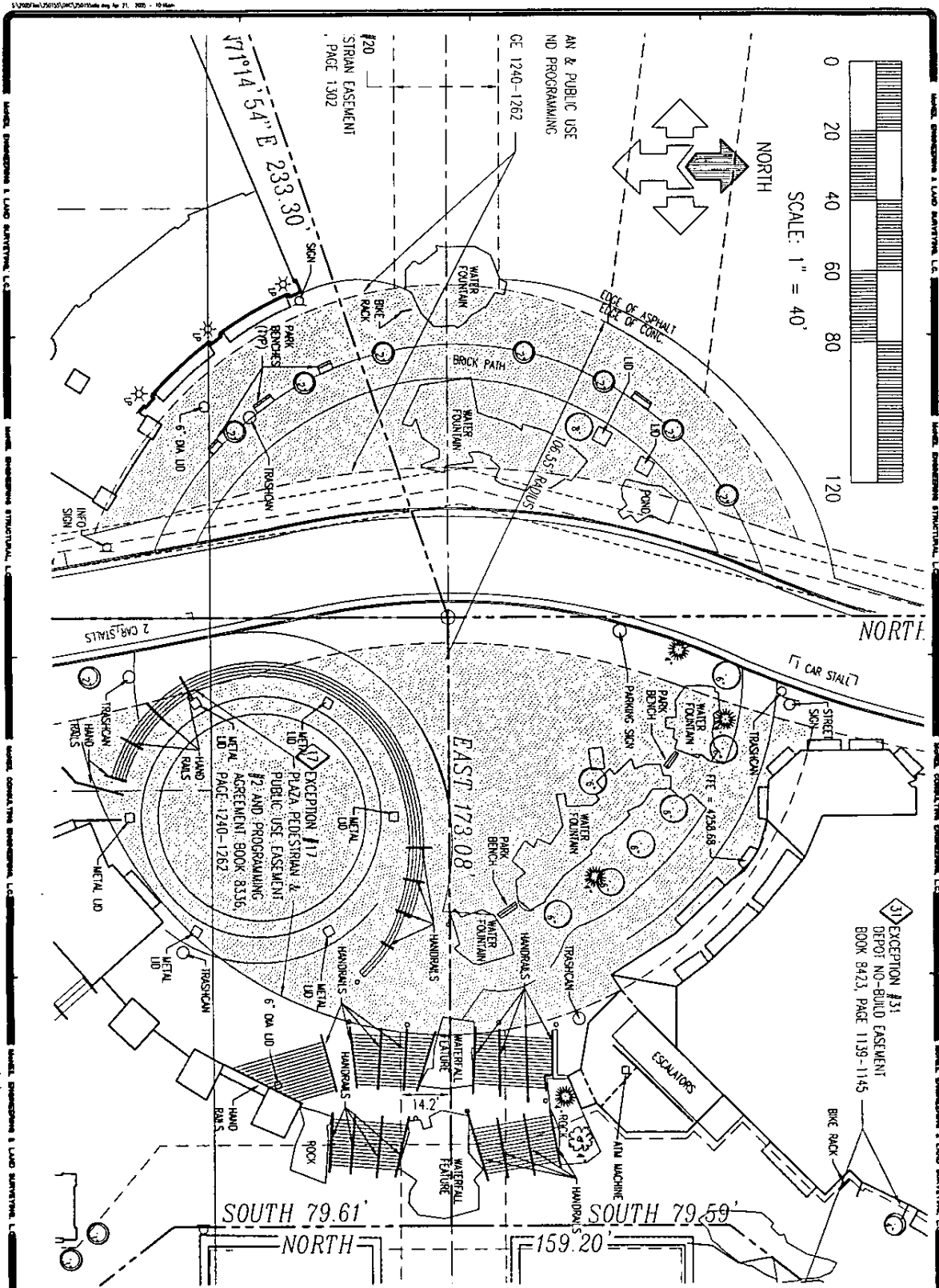
**Plaza Easement #1:**

BEGINNING AT A POINT 33.14 FEET SOUTH AND 72.93 FEET WEST OF THE NORTHEAST CORNER OF LOT 6, BLOCK 80, PLAT "A," SALT LAKE CITY SURVEY; THENCE ALONG A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 106.55 FEET, THROUGH A CENTRAL ANGLE OF 141°29'52" A DISTANCE OF 263.13 FEET, SAID CURVE HAVING A CHORD N0°39'27"E, 201.18 FEET TO THE WEST LINE OF RIO GRANDE EASEMENT #2; THENCE WITH SAID LINE, ALONG A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 363.00 FEET, THROUGH A CENTRAL ANGLE OF 3°03'25" A DISTANCE OF 19.37 FEET, SAID CURVE HAVING A CHORD S18°54'58"W, 19.37 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG A 233.00-FOOT RADIUS CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 35°20'08" A DISTANCE OF 143.70 FEET, SAID CURVE HAVING A CHORD OF S2°46'36"W, 141.43 FEET; THENCE S14°53'28"E, 24.19 FEET; THENCE ALONG A 775.00-FOOT RADIUS CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 1°23'16" A DISTANCE OF 18.77 FEET, SAID CURVE HAVING A CHORD S14°11'50"E, 18.77 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.18 ACRES (7,931 SQ.FT.)

**Plaza Easement #2:**

BEGINNING AT A POINT 39.91 FEET NORTH AND 17.20 FEET WEST OF THE SOUTHEAST CORNER OF LOT 2, BLOCK 83, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING ALONG THE ARC OF A 106.55 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 10°20'49" WEST) THROUGH A CENTRAL ANGLE OF 03°38'23" A DISTANCE OF 6.77 FEET; THENCE SOUTH 00°02'20" EAST 1.95 FEET; THENCE SOUTH 43°20'33" EAST 12.69 FEET; THENCE SOUTH 87°42'03" EAST 10.95 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 43°59'44" A DISTANCE OF 15.36 FEET; THENCE SOUTH 43°42'19" EAST 27.73 FEET; THENCE SOUTH 32°30'21" EAST 21.74 FEET; THENCE NORTH 56°07'49" EAST 5.03 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE ALONG THE ARC OF A 106.55 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 61°59'57" WEST) THROUGH A CENTRAL ANGLE OF 109°15'44" A DISTANCE OF 203.19 FEET TO THE EAST BOUNDARY LINE OF RIO GRANDE EASEMENT #2; THENCE ALONG SAID EASEMENT LINE AND NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 825.00 FEET THROUGH A CENTRAL ANGLE OF 02°35'07" A DISTANCE OF 37.23 FEET, SAID CURVE HAVING A CHORD OF NORTH 13°35'55" WEST 37.22 FEET; THENCE NORTH 14°53'28" WEST 24.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 183.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 35°20'08" A DISTANCE OF 112.86 FEET, SAID CURVE HAVING A CHORD OF NORTH 02°46'36" 111.08 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 413.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 05°46'00" A DISTANCE OF 41.57 FEET, SAID CURVE HAVING A CHORD OF NORTH 17°33'40" EAST 41.55 FEET TO THE POINT OF BEGINNING.

Depiction of Plaza Easement



NO.	REVISION	DATE	BY	CHKD.
1	AS SHOWN			

**GATEWAY RETAIL UNITS  
BOYER COMPANY**  
APPROX. 450 WEST 100 SOUTH  
SALT LAKE CITY, UTAH  
LOCATED IN THE NORTHWEST 1/4 OF SECTION 1, T.15., R.7W., S.1 & 2 B.M.

**McNEIL ENGINEERING  
AND LAND SURVEYING**  
PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING SERVICES  
100 SOUTH 100 EAST BOYER, SALT LAKE CITY, UTAH 84143  
TEL: (801) 487-7400 FAX: (801) 487-7401  
EMAIL: info@mcneileng.com WEB SITE: www.mcneileng.com



**Exhibit D**

**Developer Improvements**

Columns supporting 3rd Level Deck, Block C2 Condominium Building  
Street Improvements, including curb and gutter  
Surface level facilities (i.e., manhole covers, drainage grates, basins, etc.)  
Planter Boxes and similar landscape containers  
Bollards  
Hand Rails  
Light Poles  
Fire Hydrants & Water Valves  
Above-Ground bridges, canopies and overhangs (i.e. items that do not impede pedestrian ingress and egress)  
Park Benches  
Trash Cans  
Landscaping ponds and fountains  
Plants, turf and other landscaping features, etc.  
Information and traffic signage  
Bike racks