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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: TMW, DEPUTY - WI 8 P.

WHEN RECORDED, MAIL TO:

Pioneer Partners, L.C.
Attention: John Williams
48 Market Street, Suite 250
Salt Lake City, Utah 84101

AMENDMENT TO
FIRE ESCAPE EASEMENT AGREEMENT

THIS AMENDMENT TO EASEMENT AGREEMENT ("Amendment") is made as of the 13 day of JUNE, 2013 by and between REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public entity ("Grantor") and PIONEER PARTNERS, L.C., a Utah limited liability company which previously has been designated as Pioneer Partners, L.L.C. ("Grantee"). Grantor and Grantee are sometimes hereinafter referred to collectively as Owners or individually as an Owner.

RECITALS:

A. Grantee owns an interest in that certain real property situated in Salt Lake City, Salt Lake County, State of Utah, more particularly described in Exhibit "A" attached hereto (the "Pioneer Property" or the "Benefitted Property").

B. Grantor has succeeded to all of the rights and interests of Rio Grande SRO, Ltd. (the "Original Grantor") as owner of that certain real property situated in Salt Lake City, Salt Lake County, State of Utah, more particularly described in Exhibit "B" attached hereto (the "Rio Grande Property"). The Rio Grande Property lies adjacent to the west of the Pioneer Property.

C. Grantee has renovated the building commonly known as the Ford Motor Building (the "Ford Motor Building"), which is located on the Pioneer Property, with its west exterior wall lying along the west boundary of the Pioneer Property, adjacent to the Rio Grande Property. By a Fire Escape Easement Agreement (the "Easement Agreement") dated as of October 29, 1999 and recorded on November 2, 1999 as Entry No. 7504222 in Book 8320 at Page 4872, the Original Grantor has granted an easement for construction and maintenance of a fire escape attached to the west side of the Ford Motor Building and to be situated on and above the portion of the Rio Grande Property which is designated and described in the Easement Agreement as the Fire Escape Parcel, together with an easement for emergency ingress and egress over the Rio Grande Property between the fire escape and 300 South Street.

D. It has been discovered that the fire escape that has been constructed on the side of the Ford Motor Building lies partially outside the Fire Escape Parcel as described in the Easement Agreement. The Grantor and the Grantee mutually desire to amend the description of the Fire Escape Parcel to conform to the actual location of the fire escape.

LC 52620


NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree for themselves and their heirs, successors, and assigns, as follows:

1. Recitals. The recitals set forth in paragraphs A through D above are by this reference incorporated herein and made a part hereof.
2. Amendment of Description of Fire Escape Parcel. Exhibit C to the Easement Agreement is hereby deleted in its entirety and replaced with Amended Exhibit C attached to this Amendment and by this reference made a part hereof. From and after the date hereof, the term "Fire Escape Parcel" as used in the Easement Agreement shall mean the portion of the Rio Grande Property described and depicted in Amended Exhibit C attached hereto.
3. Easements to Benefit Pioneer Property. Grantor and Grantee agree and acknowledge that the easements granted in Sections 2.2 and 2.3 of the Easement Agreement, as amended by this Amendment, run to the benefit of the Pioneer Property for the use and enjoyment by the owners, occupants, licensees, invitees, tenants, employees and contractors of the Pioneer Property.
4. Effect of Amendment. Except as specifically amended by this Amendment, the Easement Agreement and the easements granted in Sections 2.2 and 2.3 thereof are hereby ratified and confirmed and shall remain in full force and effect as amended by this Amendment.
5. Compliance with Ethics Laws. Grantee represents and warrants that neither it nor any of its members, managers, employees or officers has: (1) provided an illegal gift or payoff to Salt Lake City ("City") or a Grantor officer or employee or a former City or Grantor 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, 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 officer or employee or former City 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.

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

GRANTOR:

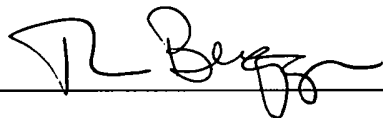
REDEVELOPMENT AGENCY OF
SALT LAKE CITY

By:  _____
Ralph Becker
Its: Chief Administrative Officer

By:  _____
D.J. Baxter
Its: Executive Director

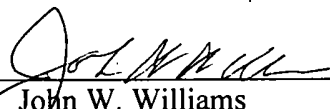
Approved as to legal form:

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

By:  _____

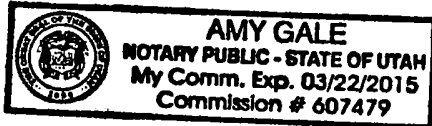
GRANTEE:

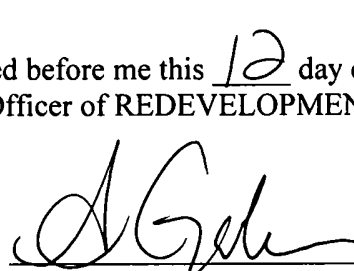
PIONEER PARTNERS, L.C.,
a Utah limited liability company,

By:  _____
Name: John W. Williams
Its: Manager

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 12 day of June 2013, by Ralph Becker, the Chief Administrative Officer of REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public entity.



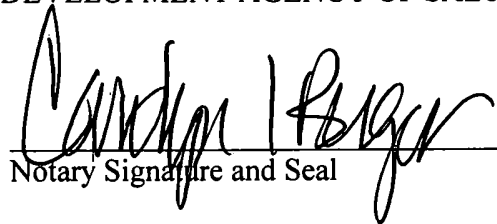


Notary Signature and Seal

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7th day of June, 2013, by D.J. Baxter, the Executive Director of REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public entity.





Notary Signature and Seal

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 13th day of JUNE, 2013, by John W. Williams, the Manager of PIONEER PARTNERS, L.C., a Utah limited liability company.





Notary Signature and Seal

EXHIBIT "A"

PIONEER PROPERTY

PARCEL 1:

BEGINNING AT THE NORTHEAST CORNER OF LOT 2, BLOCK 62, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE WEST 5 RODS, THENCE SOUTH 60 FEET, THENCE EAST 5 RODS, THENCE NORTH 60 FEET TO THE POINT OF BEGINNING. CONTAINS 4.950 SQUARE FEET OR 0.114 ACRES.

PARCEL 2:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 62, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 20 RODS, THENCE WEST 164-2/3 FEET, THENCE NORTH 11 RODS, THENCE WEST 1/3 OF A FOOT; THENCE NORTH 9 RODS; THENCE EAST 10 RODS TO THE POINT OF BEGINNING. CONTAINS 54,395 SQUARE FEET OR 1.249 ACRES.

PARCEL 3:

BEGINNING 165 FEET SOUTH OF THE NORTHEAST CORNER OF LOT 8, BLOCK 62, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 100 FEET; THENCE WEST 10 RODS; THENCE NORTH 100 FEET; THENCE EAST 10 RODS TO THE PLACE OF BEGINNING. CONTAINS 16,500 SQUARE FEET OR 0.379 ACRES.

PARCEL 4:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 8, BLOCK 62, PLAT "A", SALT LAKE CITY SURVEY; NORTH 65 FEET; THENCE WEST 10 RODS; THENCE SOUTH 65 FEET; THENCE EAST 10 RODS TO THE PLACE OF BEGINNING. CONTAINS 10,725 SQUARE FEET OR 0.246 ACRES.

TAX PARCEL NOS. 15-01-179-004, 15-01-179-010, 15-01-179-008, 15-01-179-009

EXHIBIT "B"

RIO GRANDE PROPERTY

BEGINNING 65 FEET 10 INCHES EAST OF THE SOUTHWEST CORNER OF LOT 2, BLOCK 62, PLAT "A", SALT LAKE CITY SURVEY; THENCE EAST 99 ½ FEET; THENCE NORTH 130 FEET; THENCE WEST 99 ½ FEET; THENCE SOUTH 130 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NO. 15-01-179-012

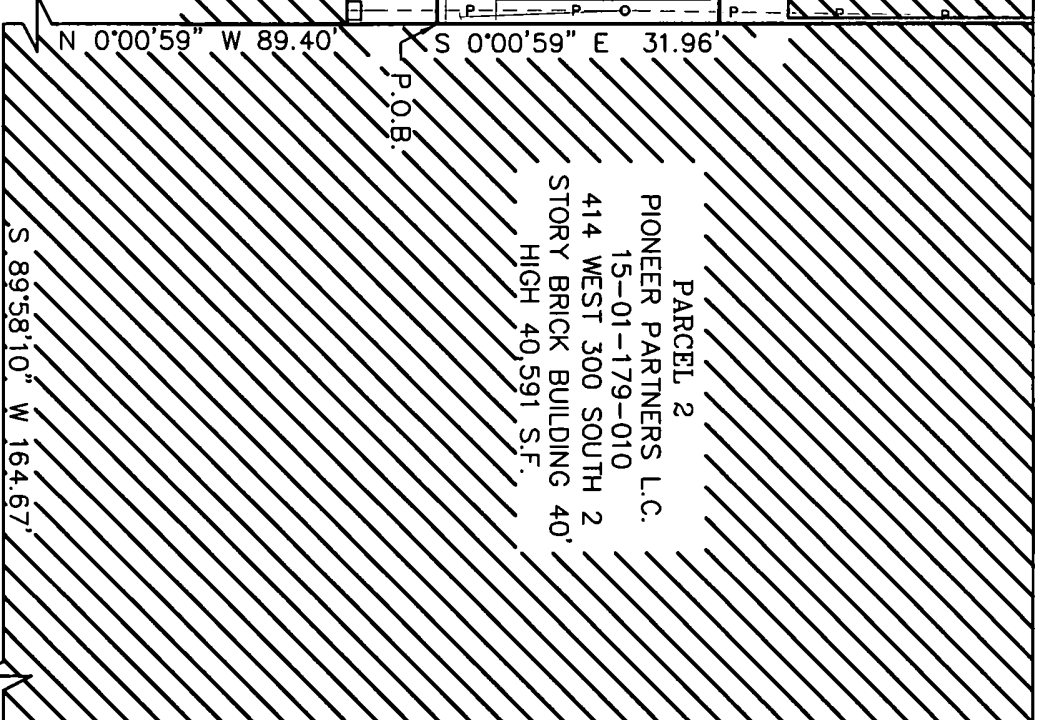
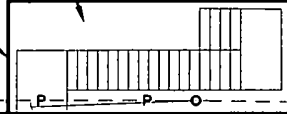
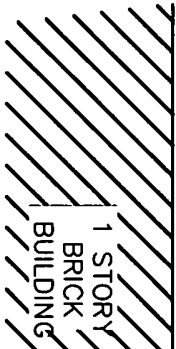
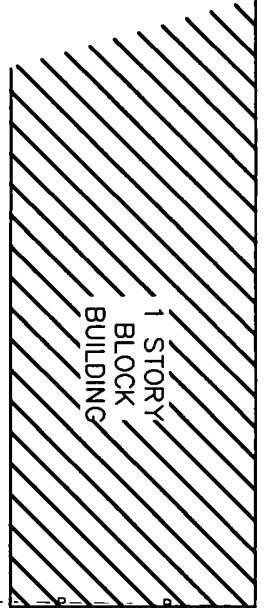
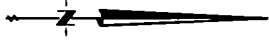
AMENDED EXHIBIT "C"

FIRE ESCAPE EASEMENT

BEGINNING AT A POINT S 89°58'10" W ALONG THE BLOCK LINE 164.67 FEET AND N 0°00'59" W 89.40 FEET FROM THE SOUTHEAST CORNER OF BLOCK 62, PLAT "A" SALT LAKE CITY SURVEY, SAID POINT ALSO BEING ON THE WEST BOUNDARY LINE OF A PARCEL MORE PARTICULARLY DESCRIBED IN DOCUMENT NO. 2418776, BOOK 3012, PAGE 466, OF THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER, AND RUNNING THENCE S 89°58'10" W 12.85 FEET; THENCE N 0°00'59" W 31.96 FEET; THENCE N 89°58'10" E 12.85 FEET TO SAID WEST BOUNDARY LINE; THENCE S 0°00'59" E ALONG SAID BOUNDARY LINE 31.96 FEET TO THE POINT OF BEGINNING.

AFFECTS TAX PARCEL NO. 15-01-179-012

REDEVELOPMENT AGENCY
OF SALT LAKE CITY
15-01-179-012



300 SOUTH

400 WEST

C-2 OF AMENDED EXHIBIT C
FIRE ESCAPE EASEMENT
B&G#132022



BUSH & GUGGELL, INC.

Engineers - Planners - Surveyors
655 East 4500 South Suite #100
Salt Lake City, Utah 84107
Phone (801) 685-6194 / Fax (801) 685-6195

SE CORNER BLOCK 62,
PLAT "A", SLC SURVEY