

2



\*W2376166\*

E# 2376166 PG 1 OF 5  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
19-NOV-08 12:14 PM FEE \$21.00 DEP SC  
REC FOR: US TITLE UTAH  
ELECTRONICALLY RECORDED

**AGREEMENT**

THIS AGREEMENT (the "Agreement") is made and entered into effective the 17th day of November, 2008, between OGDEN CITY REDEVELOPMENT AGENCY, formally known as OGDEN CITY NEIGHBORHOOD DEVELOPMENT AGENCY (the "Agency") and OGDEN-WASATCH HOLDINGS, LLC, a Utah limited liability company ("Wasatch").

**RECITALS:**

A. The Agency has constructed a Parking Facility located at 2432 South Kiesel Avenue, Ogden, Utah (the "Parking Facility") as more fully described on the attached Exhibit "A"; and

B. On or about June 8, 1987, the Agency entered into an Agreement for Lease, Operation and Maintenance of Parking Facility (the "Original Parking Agreement") with Boyer-Washington Boulevard Associates ("Boyer") which was the owner of an adjacent office building (the "Commercial Building"), which Agreement governed the use of the Parking Facility by Boyer and its tenants; and

C. Later in 1987, the Agency and Boyer entered into an Amended and Restated Agreement for Lease, Operation and Maintenance of Parking Facility (the "Amended Parking Agreement"); and

D. On or about March 23, 1988, Agency and Boyer entered into a Second Amended and Restated Agreement for Lease, Operation and Maintenance of Parking Facility (the "Second Amended Parking Agreement"); and

E. On or about December 28, 1992, the Agency, Boyer and Key Bank of Utah ("Key Bank") entered into a First Amendment and Modification Agreement to Second Amended and Restated Agreement for Lease, Operation and Maintenance of Parking Facility (the "First Amendment"), which amended the previous agreements and added Key Bank as a party to the agreements inasmuch as Key Bank was granted access to certain parking stalls within the Parking Facility; and

F. On or about September 23, 1999, the Agency, Key Bank, and Lisa A. Kruttschnitt Trust Number 3, Lisa A. Kruttschnitt Trust Number 4, Mark L. Kruttschnitt Trust Number 3, Mark L. Kruttschnitt Trust Number 4, and Limar Ogden Associates, LLC (collectively "Limar"), entered into a Second Amendment and Modification Agreement to Second Amended and Restated Agreement for Lease, Operation and Maintenance of Parking Facility (the "Second Amendment"), which Second Amendment amended the previous parking agreements and substituted Limar as the successor to Boyer as owner of the adjacent Commercial Building; and

SL34196

G. Wasatch is the current owner of the Commercial Building, and it is the successor in interest to Boyer, Limar, and all other intervening owners of the Commercial Building; and

H. Wasatch and Agency have agreed that Agency will transfer and convey fee simple title to the Parking Facility to Wasatch pursuant to an Agreement between the Agency and Wasatch and such transfer has now been completed, such that Wasatch is now the owner of the Parking Facility; and

I. Wasatch has entered into a new agreement with Key Bank relative to Key Bank's rights and interests in certain parking stalls within the Parking Facility, the terms and covenants of which are set forth in a separate agreement (the "Key Bank Parking Agreement").

NOW, THEREFORE, the Agency and Wasatch hereby agree as follows:

1. Transfer of Parking Facility. Agency and Wasatch hereby agree that Agency has now transferred and conveyed fee simple title of the Parking Facility to Wasatch, pursuant to a Special Warranty Deed which has now been recorded in the records of the Weber County Recorder's Office.

2. Termination of Prior Agreements. In light of the transfer of title of the Parking Facility to Wasatch, Wasatch and Agency hereby agree that the following parking agreements are hereby terminated: the Original Parking Agreement, the Amended Parking Agreement, the Second Amended Parking Agreement, the First Amendment, and the Second Amendment and that each of the foregoing parking agreements may be removed as encumbrances against the title to the Parking Facility.

3. Preservation of Key Bank Rights. Key Bank's rights as set forth in the prior parking agreements have been amended and restated in that certain Parking Agreement by and between Wasatch and Key Bank and dated November \_\_, 2008, which Parking Agreement shall be recorded by Wasatch and Key Bank, upon such recordation, the parties hereby agree that all prior parking agreements shall be terminated and no longer constitute an encumbrance upon the Parking Facility.

[Signature Page Follows]

DATED as of the date first above written.

**AGENCY:**

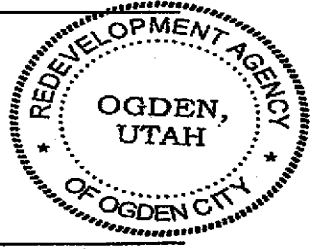
OGDEN CITY REDEVELOPMENT AGENCY

By: Matthew R. Godfrey  
Matthew R. Godfrey, Executive Director

**ATTEST:**

By: Erindi Mansell  
City Recorder

Approved As To Form:



By: Buck Anson  
Agency Attorney

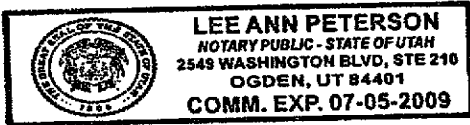
**WASATCH:**

OGDEN-WASATCH HOLDINGS, LLC  
A Utah Limited Liability Company

By: Dell Loy Hansen  
Dell Loy Hansen, Manager

STATE OF UTAH )  
 : ss  
County of Weber )

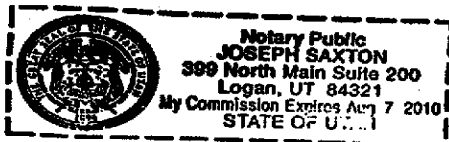
On this 17<sup>th</sup> day of November, 2008, personally appeared before me, Matthew R. Godfrey and Cindi Maxwell, who by me being duly sworn did say that they are, respectively, the Executive Director and the City Recorder of Ogden City Redevelopment Agency, a body politic and political subdivision of the State of Utah, and that the foregoing document was signed by them on behalf of said Agency and they acknowledged to me that said Agency executed the same.



*Lee Ann Peterson*  
NOTARY PUBLIC

STATE OF UTAH )  
 : ss.  
County of Cache )

On the 17 day of November, 2008, personally appeared before me Dell Loy Hansen, who, being by me duly sworn, did say that he is the Manager of OGDEN-WASATCH HOLDINGS LLC, and that the said instrument was signed in behalf of said Limited Liability Company by authority of a resolution of the Members or its Operating Agreement, and the aforesaid Manager acknowledged to me that said Limited Liability Company executed the same.



*[Signature]*  
NOTARY PUBLIC

## Exhibit A

Part of Lot 8, Block 25, Plat A, OGDEN CITY SURVEY, Weber County, Utah: Beginning on the East line of Kiesel Avenue and the South line of said Lot 8; running thence East 100 feet, more or less, thence North 66 feet; thence West 100 feet, more or less, thence South 66 feet to beginning.

And part of Lots 9 and 10, Block 25, Plat A, OGDEN CITY SURVEY, Weber County, Utah: Beginning at a point 30 feet East and 85.5 feet South from the Northwest corner of said Lot 10; running thence East 128 feet, more or less, to the center of Merchants Alley; thence North 58 feet, more or less; thence North  $89^{\circ}04'22''$  West 26 feet, more or less; thence North  $0^{\circ}57'44''$  East 95 feet, more or less, to the West line of vacated Merchants Alley; thence Northerly along said West side to the North line of Lot 9; thence West to the East side of Kiesel Avenue; thence South along said East line 217.5 feet, more or less, to the point of beginning.

Together with that portion of vacated Merchants Alley abutting said property on the East.

A part of Lots 8-10, Block 25, Plat "A", OGDEN CITY SURVEY;

Beginning at a point on the East line of Kiesel Avenue, said point being 301.65 feet North  $89^{\circ}02'$  West and 178.85 feet North  $0^{\circ}58'$  East from the Southeast Corner of Lot 1 of said Block 25; running thence North  $0^{\circ}58'$  East 292.09 feet along said East line to a point 195.82 feet South  $0^{\circ}58'$  West from the South line of 24th Street; thence South  $89^{\circ}09'$  East 124.65 feet; to the West line of Merchants Alley; thence six (6) courses along said West line as follows: South  $0^{\circ}58'$  West 64.05 feet; South  $52^{\circ}17'06''$  West 38.61 feet, South  $0^{\circ}58'$  West 34.37 feet, South  $24^{\circ}22'06''$  East 32.74 feet, South  $11^{\circ}53'38''$  East 55.30 feet and South  $0^{\circ}58'$  West 86.14 feet; to a point 4.0 feet; South of an existing parking structure; thence North  $89^{\circ}05'53''$  West 120.83 feet along a line 4.0 feet; South and parallel to said parking structure to the point of beginning.

A part of Lot 8, Block 25, Plat "A", OGDEN CITY SURVEY:

Beginning at a point on the East line of Kiesel Avenue said point being 301.65 feet North  $89^{\circ}07'36''$  West along the North line of said Lot 8 and 2.05 feet South  $0^{\circ}58'$  West along the East line of Kiesel Avenue from the Northeast Corner of said Lot 8; running thence South  $89^{\circ}09'$  East 124.65 feet to the West line of Merchants Alley; thence South  $0^{\circ}58'$  West 60.42 feet along said West line; thence North  $89^{\circ}09'$  West 124.65 feet to the East line Kiesel Avenue; thence North  $0^{\circ}58'$  East 60.42 feet along said East line to the point of beginning.

01-021-0067 & 01-021-0070

d.s.

A.S.