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GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
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BY: LMH, DEPUTY - WI 5 P.

RECORDED

APR 19 2013

OMNIBUS AMENDMENT TO CITY PROJECT AGREEMENTS CITY RECORDER

This Omnibus Amendment to City Project Agreements (“Omnibus Amendment”) is to be effective as of April 19, 2013, by and among GATEWAY ASSOCIATES, LTD., a Utah limited partnership (“Gateway”), and SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah (“City”), collectively referred to as the Parties.

RECITALS

- A. Gateway is the developer of a project located on Blocks 65, 80 and 83, Plat “A,” Salt Lake City Survey (the “Project”).
- B. During the course of developing its Project, Gateway entered into certain agreements with City which are listed on Exhibit “B” attached hereto (collectively, the “Project Agreements”).
- C. On April 30, 2010, Gateway and City entered into a Memorandum of Agreement in which Gateway and City agreed to an exchange of property to facilitate the reconstruction of the North Temple Street Viaduct (the “MOA”).
- D. Under the MOA, Gateway agreed to transfer to City certain parcels of Gateway’s property that are currently subject to the Project Agreements, the legal descriptions of which are attached hereto as Exhibit “A” (the “Transfer Property”), subject to certain conditions precedent.
- E. Pursuant to Paragraph 2.e of the MOA, it is a condition precedent to the obligation of Gateway to convey the Transfer Property that the Project Agreements be amended to reflect that the Transfer Property is eliminated from the Project or that such requirement be waived pursuant to Paragraph 2.d of the MOA. Gateway has waived the requirement of amending the documents numbered one, four, and eight of Schedule 1 of the MOA, executed a separate agreement jointly with City and The Redevelopment Agency of Salt Lake City amending documents numbered five, six, and seven of Schedule 1 of the MOA, and executed a separate agreement with The Redevelopment Agency of Salt Lake City amending document number three of Schedule 1 of the MOA.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties agree to following:

1. Effective as of the date the Transfer Property is conveyed by Gateway to City, each of the Project Agreements is hereby amended by deleting the Transfer Property from the description of property owned by Gateway thereunder.

2. Effective as of the date the Transfer Property is conveyed by Gateway to City, the Transfer Property is no longer subject to any of the Project Agreements.

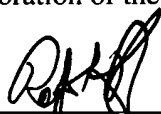
3. Except for deletion of the Transfer Property from the property subject to the Project Agreements, all of the terms and conditions of the Project Agreements shall remain the same and in full force and effect.


4. Gateway represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City 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, or 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.


THE PARTIES hereby execute this Omnibus Amendment to City Project Agreements as of the date set forth above:

“CITY”

SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah.

By:   
Ralph Becker  
Mayor

Attest:   
Heidi Hanson  
City Recorder

Approved as to form:  
  
Senior City Attorney

RECORDED

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APR 19 2013

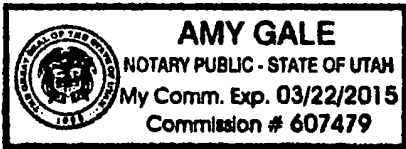
CITY RECORDER



State of Utah )  
 ) ss.  
County of Salt Lake )

The foregoing instrument was executed before me this 18 day of April, 2011,  
by Ralph Becker as the Mayor of Salt Lake City Corporation.

My Commission Expires: 3/22/15  
Residing at: SC County [Signature]  
Notary Public



"GATEWAY"

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: [Signature]  
Jacob L. Boyer  
Manager

State of Utah )  
 ) ss.  
County of Salt Lake )

The foregoing instrument was executed before me this 23rd day of February, 2011,  
by Jacob L. Boyer, the Manager of The Boyer Company, L.C., a Utah limited liability company,  
the Manager of Boyer Gateway, L.C., a Utah limited liability company, the General Partner of  
Gateway Associates, Ltd., a Utah limited partnership.

My Commission Expires: 9.17.11  
Residing at: Salt Lake City

[Signature]  
Notary Public



**EXHIBIT "A"**  
**Legal Descriptions of Transfer Property**

Parcel designated in Memorandum as the North Temple Property:

A part of an entire tract of property, situate in the SE¼SW¼ of Section 36, Township 1 North, Range 1 West, Salt Lake Base and Meridian, and described as follows:

Beginning at a point in the southerly boundary line of Block 98, Salt Lake City Survey, Plat "A", said point also being the Northeast corner of Lot 7A of the Gateway 6 Subdivision; and running thence S.00°00'12"W. 131.76 feet along the easterly boundary line of said Lot 7A, to a point in the northerly boundary line of Block 83, Salt Lake City Survey, Plat "A"; thence S.89°58'35"W. 434.34 feet along the northerly boundary line of said Block 83 to a point in the westerly boundary line of said Lot 7A; thence along said westerly boundary line the following three (3) courses: (1) North 51.83 feet; (2) N.89°59'06"E. 12.00 feet; (3) North 80.00 feet to a point in the northerly boundary line of said Lot 7A and the Southerly boundary line of Block 98; thence N.89°59'06"E. 422.35 feet along said northerly boundary line to the point of beginning.

Parcels designated in Memorandum as Gateway Parcels:

Two parcels of land in fee, being part of an entire tract of property, situate in Lot 7A of the Gateway 6 Subdivision, in the SE¼SW¼ of Section 36, Township 1 North, Range 1 West, Salt Lake Base and Meridian, incident to the construction of the "Airport Light Rail Transit Project", a Utah Transit Authority project, known as "ALRT", and described as follows:

Beginning at a point which is 131.76 feet S.00°00'12"W. from the Northeast corner of Lot 7A of the Gateway 6 Subdivision, said point also being in the intersection of the easterly boundary line of said entire tract and the existing southerly right of way line of North Temple Street; and running thence S.00°00'12"W. 10.45 feet along said easterly boundary line; thence S.00°00'44"E. 0.21 feet along said easterly boundary line; thence West 66.71 feet; thence N.86°05'50"W. 155.26 feet to a point in said southerly right of way line; thence N.89°58'35"E. 221.61 feet along said southerly right of way line to the point of beginning.

Also:

Beginning at a point which is 131.76 feet S.00°00'12"W. and 434.34 feet S.89°58'35"W. along the existing southerly right of way line of North Temple Street from the Northeast corner of Lot 7A of the Gateway 6 Subdivision, said point also being in the intersection of the westerly boundary line of said entire tract and the said existing southerly right of way line; and running thence N.89°58'35"E. 3.60 feet along said southerly right of way line; thence S.05°01'45"W. 41.05 feet to a point in the said westerly boundary line; thence North 40.89 feet along said westerly boundary line to the point of beginning.

**EXHIBIT "B"**

1. Easement Agreement (With Boundary Agreement) recorded January 13, 2000 as Entry No. 7553961 of the Official Records of Salt Lake County, between Gateway and Salt Lake City Corporation.

2. Parks Block Agreement recorded July 7, 2000, as Entry No. 7674967 of the Official Records of Salt Lake County, between Gateway and Salt Lake City Corporation.