

WHEN RECORDED, MAIL TO:
David E. Gee, Esq.
PARR BROWN GEE & LOVELESS
101 South 200 East, Suite 700
Salt Lake City, Utah 84111

12677786
12/12/2017 3:12:00 PM \$31.00
Book - 10628 Pg - 8361-8370
ADAM GARDINER
Recorder, Salt Lake County, UT
PARR BROWN GEE & LOVELESS
BY: eCASH, DEPUTY - EF 10 P.

Parcel Nos.: 16061070020000
16061070410000
16061070400000

AMENDMENT TO RECIPROCAL EASEMENTS AGREEMENT

THIS AMENDMENT TO RECIPROCAL EASEMENTS AGREEMENT (the "Amendment") is made and entered into this 6th day of December, 2017 (the "Effective Date"), by and between **THE UNITED STATES OF AMERICA**, acting by and through the ADMINISTRATOR OF GENERAL SERVICES, through its authorized representatives under and pursuant to authority of 40 U.S.C. § 1314, as amended (the "Government"), and **BOYER 151, L.C.**, a Utah limited liability company ("Boyer 151") and **BOYER 102, L.C.**, a Utah limited liability company ("Boyer 102"). The Government and Boyer 151 and Boyer 102 are sometimes referred to individually as a "Party" or, collectively, as the "Parties."

RECITALS

A. The Government and Boyer QC Holdings, L.C., a Utah limited liability company ("Boyer QC") entered into a certain Reciprocal Easements Agreement dated May 29, 2014 and recorded June 4, 2014 as Entry No. 11860095, in Book 10235, at Page 7647, in the Office of the Recorder of Salt Lake County, Utah (the "REA"). Capitalized terms that are used but not defined in this Amendment shall have the same meanings as set forth in the REA.

B. After recordation of the REA, Boyer QC conveyed the Boyer Benefitted Parcels to Boyer 151 and Boyer 102.

C. To facilitate development of the Boyer Benefitted Parcels and better access and security for the Government Fee Parcels and the Boyer Fee Parcels, the Parties desire to relocate a portion of the Reciprocal Access Easement Area.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Amendment and Restatement of Certain Attachments to REA. In order to modify the Reciprocal Access Easement Area, certain Attachments to the REA are hereby amended and restated in their entirety as follows, effective as of the Modification Date:

(a) **Attachment "1"** to the REA is amended and restated in its entirety and is replaced by **Attachment "1-A,"** which is hereby incorporated and made a part of the REA by this reference.

(b) **Attachment “2”** to the REA is amended and restated in its entirety and replaced by **Attachment “2-A,”** which is hereby incorporated and made a part of the REA by this reference.

(c) **Attachment “3”** to the REA is amended and restated in its entirety and replaced by **Attachment “3-A,”** which is hereby incorporated and made a part of the REA.

2. Vacation of Reciprocal Access Easements as to a Portion of the Original Reciprocal Access Easement Areas. As a result of the amendment and restatement of the Attachments described above in Section 1, which modify the area covered by the Reciprocal Access Easement Agreement, the Parties agree that, as of the Modification Date, a portion of the area, as described on **Attachment “4”** to this Amendment, that was previously included in the Reciprocal Access Easement Agreement shall no longer be part of the Reciprocal Access Easement Area. The legal description of the area that is no longer part of the Reciprocal Access Easement Area is described on **Attachment “4”** to this Amendment and is hereby incorporated and made a part of the Amendment by this reference (the “Vacated Portion of the Original Reciprocal Access Easement Area”).

(a) For itself and its successors and assigns, each of Boyer 151 and Boyer 102 hereby release and terminate any easement for vehicular and pedestrian ingress and egress in and to the portions of the Vacated Portion of the Original Reciprocal Access Easement Area located on the Government Fee Parcels.

(b) For itself and its successors and assigns, the Government hereby releases and terminates any easement for vehicular and pedestrian ingress and egress and for utilities in and to the portions of the Vacated Portion of the Original Reciprocal Access Easement Area located on the Boyer Parcels.

3. Affirmation of Grants of Easements. The Parties ratify and affirm, and to the extent required further grant to each other, the Reciprocal Access Easements set forth in Section 3 of the Agreement and the Utilities Infrastructure Easement set forth in Section 4 of the Agreement, over, across, and under the Reciprocal Access Easement Area as modified by this Amendment.

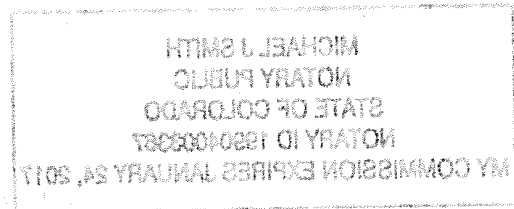
4. Construction of Improvements. Boyer 151 shall construct all improvements in the Reciprocal Access Easement Area, as modified by this Amendment, pursuant to a separate Agreement. The construction is being performed by Boyer 151 pursuant to that certain GSA Form 1582 Revocable License for Non-Federal Use of Real Property executed by Boyer 151 and GSA dated by Boyer on August 15, 2017 by the GSA on November 7, 2017. The date that all work is substantially completed is referred to in this Amendment as the “Modification Date.”

5. Scope of Amendment. In the event of any inconsistency between this Amendment and the REA, the provisions of this Amendment shall control. Except as modified by this Amendment, the REA shall continue in full force and effect.

6. Counterparts. This Amendment may be executed in any number of counterparts. Each such counterpart of this Amendment shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

7. Attachments. All attachments attached to or otherwise referenced in this Amendment are expressly made a part of this Amendment by reference as fully as though completely set forth in this Amendment.

***(Remainder of page intentionally left blank)
Signatures appear on following page***



IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the Effective Date.

GOVERNMENT

THE UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR OF GENERAL SERVICES, through its authorized representatives under and pursuant to authority of 40 U.S.C. § 1314, as amended

By: Tanisha Harrison
Name: TANISHA HARRISON
Its: ACTING REGIONAL COMMISSIONER

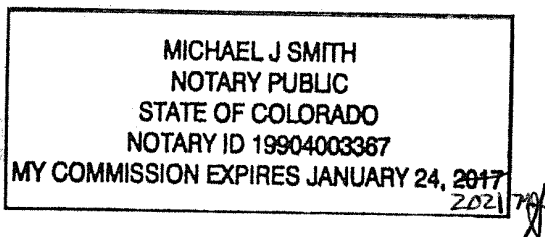
STATE OF COLORADO)
: ss.
COUNTY OF JEFERSON)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 6TH day of December, 2017, within my jurisdiction, the within named Tanisha Harrison, who acknowledged to me that she is an Acting Regional Commissioner of THE UNITED STATES OF AMERICA, acting by and through the ADMINISTRATOR OF GENERAL SERVICES, through its authorized representatives under and pursuant to authority of 40 U.S.C. § 1314, as amended, and that for and on behalf of said entity, and as its act and deed, he executed the above and foregoing instrument.

Michael J. Smith
NOTARY PUBLIC

Residing at: Jefferson County, Colorado

My Commission Expires: 1-24-2021



BOYER 151

BOYER 151, L.C., a Utah limited liability company, by its Manager:

THE BOYER COMPANY, L.C., a Utah limited liability company

By: _____
Name: Brian Gochnour
Its: Manager

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

The foregoing instrument was acknowledged before me this 11th day of December, 2017 by Brian Gochnour, a Manager of THE BOYER COMPANY, L.C., a Utah limited liability company, which is a Manager of BOYER 151, L.C., a Utah limited liability company.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Michelle C. Gedde
NOTARY PUBLIC
Residing at: Salt Lake County, Utah

My Commission Expires:

09.06.2019

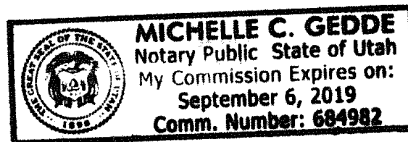
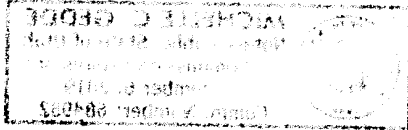


EXHIBIT "1-A"
TO-
AMENDMENT TO RECIPROCAL EASEMENTS AGREEMENT

Description of Government Easements Grant

An access easement for Right of Way purposes within Lots 3 and 4 of Block 71, Plat "A", Salt Lake City Survey, in the City of Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

Beginning at a point on the East Right of Way Line of State Street located 148.00 feet South 0°01'43" East along said East Line from the Northwest Corner of said Lot 4 of Block 71; and running thence North 89°58'22" East 122.73 feet to a point of curvature; thence Northeasterly along the arc of a 25.00 foot radius curve to the left a distance of 39.27 feet (Central Angle equals 90°00'05" and Long Chord bears North 44°58'19" East 35.36 feet) to a point of tangency; thence North 0°01'43" West 31.50 feet; thence North 89°58'22" East 17.27 feet; thence South 0°01'43" East 73.10 feet; thence South 89°58'22" West 165.00 feet to the East Line of State Street; thence North 0°01'43" West 16.60 feet along said East Line to the point of beginning.

Contains 3,849 sq. ft.

EXHIBIT "2-A"
TO
AMENDMENT TO RECIPROCAL EASEMENTS AGREEMENT

Legal Description of Boyer Easement Grant

An access easement for Right of Way purposes within Lots 3 and 4 of Block 71, Plat "A", Salt Lake City Survey, in the City of Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

Beginning at a point on the East Right of Way Line of State Street located 174.00 feet South 0°01'43" East along said East Line from the Northwest Corner of said Lot 4 of Block 71; and running thence North 0°01'43" West 9.40 feet along said East Line; thence North 89°58'22" East 165.00 feet; thence North 0°01'43" West 72.69 feet; thence North 89°58'21" East 28.61 feet; thence Southwesterly along the arc of a 20.00 foot radius curve to the left a distance of 22.81 feet (Center bears South 24°40'47" East, Central Angle equals 65°20'56" and Long Chord bears South 32°38'45" West 21.60 feet) to a point of tangency; thence South 0°01'43" East 63.91 feet; thence South 89°58'22" West 181.95 feet to the East Line of State Street and the point of beginning.

Contains 3,002 sq. ft.

EXHIBIT "3-A"
TO
AMENDMENT TO RECIPROCAL EASEMENTS AGREEMENT

Reciprocal Access Easement Area

An access easement for Right of Way purposes within Lots 3, 4, and 7 of Block 71, Plat "A", Salt Lake City Survey, in the City of Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

Beginning at a point on the East Right of Way Line of State Street located 174.00 feet South 0°01'43" East along said East Line from the Northwest Corner of said Lot 4 of Block 71; and running thence North 0°01'43" West 26.00 feet along said East Line; thence North 89°58'22" East 122.73 feet to a point of curvature; thence Northeasterly along the arc of a 25.00 foot radius curve to the left a distance of 39.27 feet (Central Angle equals 90°00'05" and Long Chord bears North 44°58'19" East 35.36 feet) to a point of tangency; thence North 0°01'43" West 49.50 feet; thence North 89°58'22" East 99.77 feet; thence North 0°01'43" West 10.50 feet; thence North 89°58'22" East 247.50 feet; thence South 0°01'43" East 7.00 feet; thence North 89°58'22" East 125.34 feet; thence North 86°22'46" East 33.44 feet; thence North 83°30'29" East 6.33 feet to the West Line of 200 East Street at a point being 67.19 feet South 0°01'43" East along said West Line from the Northeast Corner of Lot 7 in said Block 71; thence South 0°01'43" East 22.08 feet along said West Line; thence South 89°58'17" West 1.21 feet; thence South 78°49'37" West 5.28 feet to a point of curvature; thence Southwesterly along the arc of a 118.00 foot radius curve to the right a distance of 22.95 feet (Central Angle equals 11°08'44" and Long Chord bears South 84°23'59" West 22.92 feet) to a point of tangency; thence South 89°58'21" West 123.11 feet to a point of curvature; thence Northwesterly along the arc of a 98.00 foot radius curve to the right a distance of 18.48 feet (Central Angle equals 10°48'25" and Long Chord bears North 84°37'27" West 18.46 feet) to a point of reverse curvature; thence Northwesterly along the arc of a 102.00 foot radius curve to the left a distance of 19.24 feet (Central Angle equals 10°48'25" and Long Chord bears North 84°37'26" West 19.21 feet) to a point of tangency; thence South 89°58'21" West 185.83 feet to a point of curvature; thence Southwesterly along the arc of a 102.00 foot radius curve to the left a distance of 16.68 feet (Central Angle equals 9°22'06" and Long Chord bears South 85°17'18" West 16.66 feet) to a point of reverse curvature; thence Southwesterly along the arc of a 118.00 foot radius curve to the right a distance of 19.29 feet (Central Angle equals 9°22'06" and Long Chord bears South 85°17'18" West 19.27 feet) to a point of tangency; thence South 89°58'21" West 54.94 feet; thence Southwesterly along the arc of a 20.00 foot radius curve to the left a distance of 22.81 feet (Center bears South 24°40'47" East, Central Angle equals 65°20'56" and Long Chord bears South 32°38'45" West 21.60 feet) to a point of tangency; thence South 0°01'43" East 63.91 feet; thence South 89°58'22" West 181.95 feet to the East Line of State Street and the point of beginning.

**Contains 18,917 sq. ft.
or 0.434 acres**

EXHIBIT 4
TO
AMENDMENT TO RECIPROCAL EASEMENTS AGREEMENT

Legal Description of Vacated Reciprocal Access Easement Area

A part of Lot 4 of Block 71, Plat "A", Salt Lake City Survey, in the City of Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

Beginning at a point on the East Right of Way Line of State Street located 76.50 feet South 0°01'43" East along said East Line from the Northwest Corner of said Lot 4 of Block 71; and running thence North 89°58'22" East 100.00 feet; thence North 0°01'43" West 3.00 feet; thence North 89°58'22" East 47.73 feet; thence South 0°01'43" East 18.00 feet; thence South 89°58'22" West 47.73 feet; thence North 0°01'43" West 3.00 feet; thence South 89°58'22" West 100.00 feet to the East Line of State Street; thence North 0°01'43" West 12.00 feet along said East Line to the point of beginning.

Contains 2,059 sq. ft.