

Clark Leaming Properties
375 W. 2nd So. St.
Salt Lake City, Utah 84101
Attn: Barry W. Nash

1750
KATE ELLIXON
REGISTRAR
SALT LAKE COUNTY
UTAH
JUN 5 11 47 AM '81
RECORDED
SALT LAKE COUNTY
UTAH

AMENDMENT TO RECIPROCAL EASEMENT AND
MAINTENANCE AGREEMENT

3571928

THIS AMENDMENT TO RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT (the "Amendment") is made and entered into as of the 2nd day of June, 1981, by and among Block 58 Associates, a Utah Limited Partnership, A. P. 3 Associates, a Utah Limited Partnership, American Savings & Loan Association, a Utah corporation, and American Towers, Inc., a Utah corporation.

RECITALS:

A. The parties hereto collectively own that certain real property located on a major portion of Block 58 in downtown Salt Lake City, Utah, which real property is more particularly described as Parcels 1, 1A, 3, 4, 6, and 7 on Schedule I attached hereto. Block 58 is bounded on the north by Second South Street, is bounded on the east by Main Street, is bounded on the south by Broadway Street and is bounded on the west by West Temple Street. Parcels 1, 1A, 3, 4, 6 and 7 are more fully shown on the site plan attached hereto as Exhibit "A" and are collectively referred to herein, together with appurtenant off-site improvements, as "American Plaza". Exhibit "A" also depicts certain other Parcels within Block 58 (numbers 2, 5, 8, 9 and 10), which are adjacent to American Plaza, but which are presently not owned by the parties hereto or, in the case of Parcel 9, is owned by a party hereto but which party does not yet desire to make such Parcel a part of American Plaza. One or more of Parcels 2, 5, 8, 9 and 10 may later become, pursuant to the terms hereof, a part of American Plaza.

B. The parties have previously executed and recorded that certain Restrictive Easements and Maintenance Agreement with Conditions, Covenants and Restrictions dated March 16, 1981, and recorded on May 20, 1981, as Entry No. 3566733, at Book 5250, Page 640, of the Official Records of Salt Lake County, State of Utah (the "REA Agreement").

SECURITY TITLE CO.
No. _____

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C. The parties now desire to amend the REA Agreement in certain particulars as set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENTS:

1. The site plan attached to the REA Agreement as Exhibit "A" is hereby amended to be the site plan attached to this Amendment as Exhibit "A".

2. The legal descriptions of the various Parcels comprising American Plaza as attached to the REA Agreement as Schedule I are hereby amended to be the legal descriptions attached to this Amendment as Schedule I.

3. Section 20.01 (Existing Easements), subparagraph (d) is hereby amended to read in full as follows:

(d) Grant of Easement executed by Todd-Lignell Company, as grantor, in favor of Redevelopment Site Partners, Union Mutual and American Savings recorded November 14, 1979, at Book 4985, Page 505, Official Records of Salt Lake County (providing ingress and egress across property adjacent to and to the south of ramp number 1 described in Section 3.04) (hereinafter referred to as "West Temple Easement 2").

4. The table which appears at the end of Section 5.01 (Excess Parking Spaces) of the REA Agreement is hereby amended to read in full as follows:

<u>Parcel No.</u>	<u>Excess Spaces</u>
Parcel 1	0
Parcel 1A	0
Parcel 3	0
Parcel 4	90
Parcel 6	70
Parcel 7	0
TOTAL	160

5. The last sentence of Section 5.02 (Minimum Parking Spaces) of the REA Agreement is hereby amended to read in full as follows:

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The number of parking spaces actually constructed, or under construction, within Parcels 1 and 3 shall be deemed to satisfy this requirement.

6 The REA Agreement shall remain in full force and effect and unaltered except to the extent specifically amended herein. This Amendment shall be binding upon the successors and assigns of the parties hereto and shall constitute encumbrances on the various Parcels of American Plaza to the same extent as if the provisions contained herein were originally set forth in the REA Agreement.

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

BLOCK 59 ASSOCIATES

BY *David Christie*
General Partner

BY *Burton M. Fald*
General Partner

BY *G. Keith Sigurd*
General Partner

CLARK LEAMING PROPERTY MANAGEMENT GROUP, INC., a Utah Corporation,

Attest:
Laurel D. Clark
Its **CHAIRMAN OF THE BOARD**

BY *H. Scott Clark*
Its **PRESIDENT**
General Partner

A. P. 3 ASSOCIATES

BY *David Christie*
General Partner

BY *Robert W. Ruffner*
General Partner

AMERICAN SAVINGS & LOAN ASSOCIATION

BY *John R. Miller*
Executive Vice President

BY *S. B. ...*
Assistant Secretary

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AMERICAN TOWERS, INC.

BY *David Chuteau*
President

BY *Robert Whattizer*
Secretary

The undersigned persons and entities have an interest of record in American Plaza, although such interest is not presently possessory. The undersigned hereby approve this Amendment and agree that their respective interests in any portion of American Plaza are subject to the terms and conditions contained herein.

TODD-LIGNELL COMPANY

BY *Burton M. Bell*
General Partner

BY *E. Keith Lignell*
General Partner

AMSAL SERVICE CORPORATION

BY *Robert L. Ford*
Robert L. Ford, Vice President

BY *Harry Phillips*
Harry Phillips, Secretary

APPROVED AS TO FORM:

THE REDEVELOPMENT AGENCY
OF SALT LAKE CITY

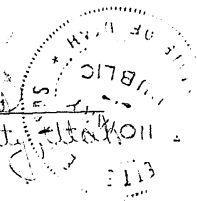
BY *[Signature]*
Chief Executive Officer

BY *[Signature]*
Executive Director

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 3rd day of June, 1981, personally appeared before me Dee W. Christiansen, Burton M. Todd and E. Keith Lignell, known to me to be General Partners of Block 58 Associates, a Utah limited partnership, who duly acknowledged to me that they signed the foregoing instrument as General Partners of Block 58 Associates, pursuant to authority vested in them.

Annette Rasmussen
Notary Public
Residing at: Salt Lake City, Utah

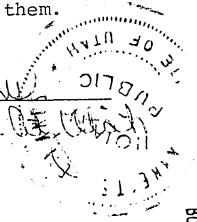


My Commission Expires: 8-8-81

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 3rd day of June, 1981, personally appeared before me HOWARD S. CLARK and H. SCOTT CLARK known to me to be the CHAIRMAN and PRESIDENT of Clark Leaming Property Management Group, Inc., a Utah corporation, a General Partner of Block 58 Associates, a Utah limited partnership, who duly acknowledged to me that they signed the foregoing instrument as the CHAIRMAN and PRESIDENT, respectively, of Clark Leaming Management Group, Inc., a General Partner of Block 58 Associates, pursuant to authority vested in them.

Annette Rasmussen
Notary Public
Residing at: Salt Lake City, Utah



My Commission Expires: 8-8-81

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 2nd day of June, 1981, personally
appeared before me OLE CHRISTIANSEN and
ROBERT WAFFZIGER, known to me to be General Partners
of A. P. 3 Associates, a Utah limited partnership,
who duly acknowledged to me that they signed the fore-
going instrument as General Partners of A. P. 3 Associates,
pursuant to authority vested in them.

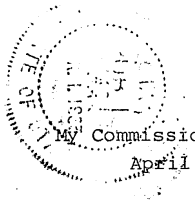
Annette J. Jorgensen
Notary Public
Residing at: Salt Lake City, Utah

My commission expires: 8-8-81

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 3rd day of June, 1981, personally appeared
before me LeRoy P. Taylor and Bjork Cederlof,
known to me to be the Executive Vice President and Assistant
Secretary of American Savings & Loan Association, a Utah
corporation, and they duly acknowledged to me that they
signed the foregoing instrument on behalf of said corporation
and by authority of a resolution of its Board of Directors.

Barbara J. Poe
Notary Public
Residing at: Salt Lake City, Utah




My Commission Expires:
April 1, 1983

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 2nd day of June, 1981, personally appeared before me DEE CHRISTENSEN and ROBERT NAEFZIGER, known to me to be the President and Secretary of American Towers, Inc., a Utah corporation, and they duly acknowledged to me that they signed the foregoing instrument on behalf of said corporation and by authority of a resolution of its Board of Directors.

Charotte Housinger
Notary Public
Residing at: Salt Lake City, Utah

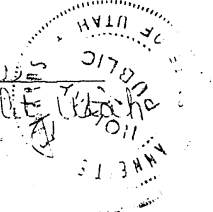


My Commission Expires: 8-8-81

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 3rd day of June, 1981, personally appeared before me CURTON TODD and KEITH LIGNELL, known to me to be General Partners of Todd-Lignell Company, who duly acknowledged to me that they signed the foregoing instrument as General Partners of Todd-Lignell Company and pursuant to authority vested in them.

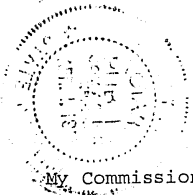
Charotte Housinger
Notary Public
Residing at: Salt Lake City, Utah



My Commission Expires: 8-8-81

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 3rd day of June, 1981, personally appeared before me Robert L. Ford and Harry Phillips, known to me to be the Vice President and Secretary of AMSAL Service Corporation, and they duly acknowledged to me that they signed the foregoing instrument on behalf of said corporation and by authority of a resolution of its Board of Directors.



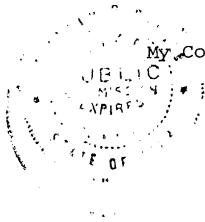
Rosemary K De
Notary Public
Residing at: Salt Lake City, Utah

My Commission Expires:
April 1, 1983

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 3rd day of June, 1981, personally appeared before me Ted L. Wilson and Michael R. Chitwood, who being by me duly sworn did say that they are the Chief Executive Officer and Executive Director of The Redevelopment Agency of Salt Lake City, and that the within and foregoing instrument was signed on behalf of said Agency.

William R. Donald
Notary Public
Residing at:



My Commission Expires:
9/11/1982

SCHEDULE I

Parcel No. 1:

Commencing at the Northwest corner of Lot 5, Block 58, Plat "A", Salt Lake City Survey, and running thence East 135.80 feet; thence South 68.90 feet; thence East 44.45 feet; thence South 68.90 feet; thence West 180.25 feet; thence North 137.80 feet to place of commencement. (Contains 21,797.12 square feet actual.)

Parcel No. 1-A:

Beginning at a point which is South 137.83 feet from the Northwest corner of Lot 5, Block 58, Plat "A", Salt Lake City Survey and running thence East 316.05 feet; thence South 20.34 feet; thence West 71.50 feet; thence North 1.00 feet; thence West 244.55 feet; thence North 19.34 feet to the point of beginning. (Contains 6,188.195 square feet actual.)

Parcel No. 2:

(Future)

Parcel No. 3:

Beginning at a point which is East 343.65 feet and South 158.17 feet from the Northwest corner of Block 58, Plat "A", Salt Lake City Survey and running thence South 8.83 feet; thence East 36.35 feet; thence South 80.50 feet; thence West 50.00 feet; thence South 82.50 feet; thence West 85.45 feet; thence North 171.83 feet; thence East 71.50 feet; thence North 158.17 feet; thence East 15.00 feet; thence South 158.17 feet; thence East 12.60 feet to the point of beginning. (Contains 21,216.61 square feet actual.)

Parcel No. 4:

Beginning at a point which is West 5.00 feet from the Southwest corner of Lot 1, Block 58, Plat "A", Salt Lake City Survey, and running thence West 237.00 feet; thence North 200.00 feet; thence West 8.45 feet; thence North 130.00 feet; thence East 245.45 feet; thence South 330.00 feet to the point of beginning. (Contains 79,368.55 square feet actual.)

Parcel No. 5:

(Future)

Parcel No. 6:

Beginning at a point which is North 200.00 feet from the Southwest corner of Block 58, Plat "A", Salt Lake City Survey and running thence North 302.83 feet; thence East 244.55 feet; thence South 302.83 feet; thence West 244.55 feet to the point of beginning. (Contains 74,113.105 square feet actual.)

Parcel No. 7:

Beginning at a point which is East 343.65 feet and South 158.17 feet from the Northwest corner of Block 58, Plat "A", Salt Lake City Survey and running thence West 12.60 feet; thence North 158.17 feet; thence East 10.00 feet; thence South 110.00 feet; thence East 2.60 feet; thence South 48.17 feet to the point of beginning. (Contains 1,706.94 square feet actual.)

Parcel No. 8:

(Future)

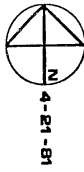
Parcel No. 9:

(Future)

Parcel No. 10:

(Future)

SCALE : 1" = 100'
 exhibit A

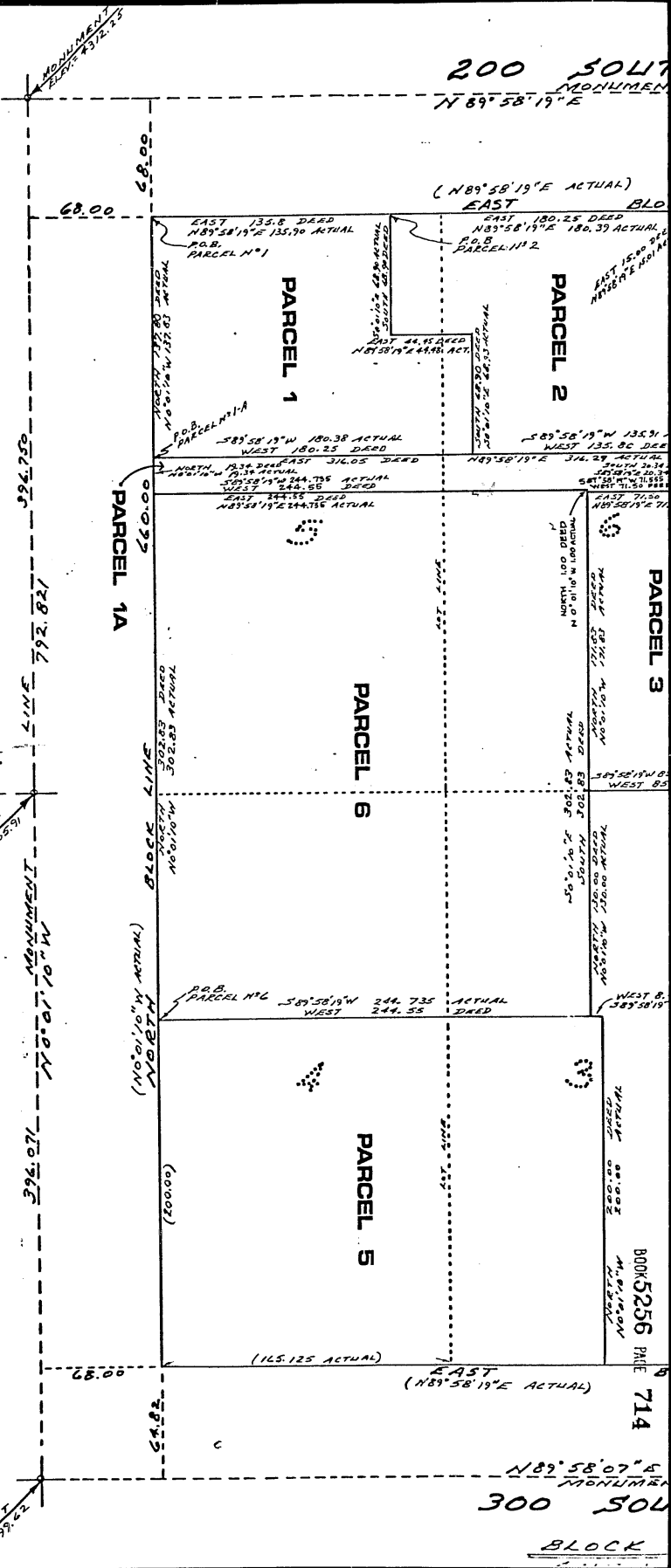


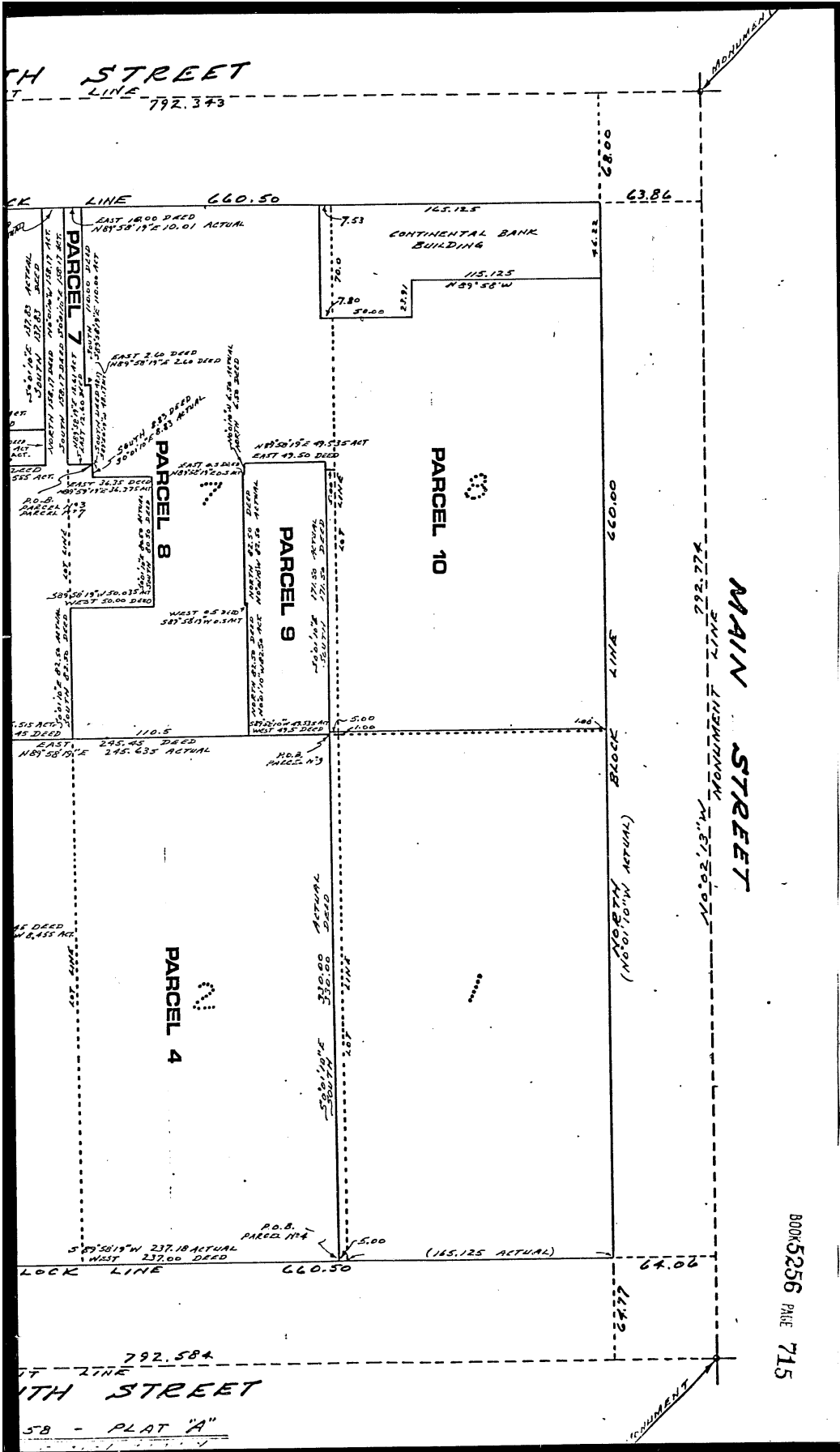
WEST TEMPLE STREET
 PIERPOINT AVENUE

the american plaza development site

STREET

MONUMENT
 ELEV. = 429.62





MAIN STREET

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CH STREET
LINE 792.373

LOCK LINE 660.50

CONTINENTAL BANK BUILDING

PARCEL 10

PARCEL 9

PARCEL 8

PARCEL 7

PARCEL 4

TH STREET

58 - PLAT "A"