

WHEN RECORDED, MAIL TO: Chris Foote Hyatt, Esq. Hartig Rhodes Hoge & Lekisch, P.C. 717 K Street Anchorage, AK 99501	9295910 2/9/2005 11:59:00 AM \$35.00 Book - 9092 Pg - 8212-8223 Gary W. Ott Recorder, Salt Lake County, UT TITLE WEST BY: eCASH, DEPUTY - EF 12 P.  Space above for County Recorder's use
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Parcel I.D. # 22-06-332-020 (Parcel A)  
 Parcel I.D. # 22-06-332-018 (Parcel B)

**MODIFICATION  
 TO  
 RECIPROCAL EASEMENTS FOR INGRESS, EGRESS AND PARKING**

This MODIFICATION TO RECIPROCAL EASEMENTS FOR INGRESS, EGRESS AND PARKING (the "**Modification Agreement**") is executed this 08<sup>th</sup> day of December, Feb. 2005, by and between **TOWERS AT 45<sup>TH</sup> II LLC; MACINTOSH MANAGEMENT CO., LC; MICHAEL D. NORMAN; DIANE B. NORMAN; and ELLIOTT W. EVANS, JR.** (as current owners of the hereinafter described Parcel A on the attached Exhibit "A") and **45<sup>TH</sup> TOWERS, LLC; FOURTH & CUSHMAN LLC; and VCRE45 LLC** (as current owners of the hereinafter described Parcel B on the attached Exhibit "A").

RECITALS:

- A. On May 5, 1988, a "Reciprocal Easements for Ingress, Egress and Parking" (the "**Reciprocal Easements**") was recorded with the office of the Salt Lake County Recorder as Entry No. 4620595 in Book 6026 at Page 2671, relating to certain real property (the "**Affected Property**") located in Salt Lake County, State of Utah, more particularly described in such document but affecting Parcels A and B on the attached Exhibit "A".
- B. The Reciprocal Easements contemplated the construction of a parking ramp (the "**Ramp**") on the Affected Property, such construction to occur on or before seven (7) years from the date of recording of the Reciprocal Easements.
- C. The Ramp was not constructed on the Affected Property within such seven (7) year period, nor since such date. Accordingly, the right to construct the Ramp has expired.
- D. The parties to this Modification Agreement constitute the fee owners of Parcels A and B on the attached Exhibit "A" and seek, by execution and recordation of this document, to confirm the expiration of rights to construct the Ramp and to clarify the Reciprocal Easements to eliminate any reference to the Ramp.

**COURTESY RECORDING**

This document is being recorded solely as a courtesy to the parties. Title West assumes no responsibility for the contents hereof and makes no representations as to the effect or validity of this document.

E. All rights, privileges, and obligations of the Reciprocal Easements, except for references to the Ramp, are intended to remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Expiration of Right to Construct Ramp. The parties hereto agree and acknowledge that any right to construct the Ramp, pursuant to the provisions of the Reciprocal Easements, has expired.

2. Deletion of References to Ramp. Accordingly, the Reciprocal Easements is hereby amended as follows:

(a) All references to the Ramp in such document are deemed deleted.

(b) Paragraphs 4, 5, and 6 of the Reciprocal Easements are deleted in their entirety, with the exception of paragraph 6(a), which shall remain in effect.

3. Remaining Effect of Other Terms. All terms and conditions of the Reciprocal Easements not dealing with the construction, operation, and maintenance of the Ramp shall remain in full force and effect and are not affected by the terms of this Modification Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement effective the day, month, and year set forth above.

45<sup>TH</sup> II LLC

TOWERS AT



Its: Manager

MACINTOSH MANAGEMENT CO., LC

Its: Manager

MICHAEL D. NORMAN

DIANE B. NORMAN

E. All rights, privileges, and obligations of the Reciprocal Easements, except for references to the Ramp, are intended to remain in full force and effect.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Expiration of Right to Construct Ramp. The parties hereto agree and acknowledge that any right to construct the Ramp, pursuant to the provisions of the Reciprocal Easements, has expired.

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3. Remaining Effect of Other Terms. All terms and conditions of the Reciprocal Easements not dealing with the construction, operation, and maintenance of the Ramp shall remain in full force and effect and are not affected by the terms of this Modification Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Modification Agreement effective the day, month, and year set forth above.

45<sup>TH</sup> II LLC


TOWERS AT

Its: Manager

MACINTOSH MANAGEMENT CO., LC

  
Its: Manager

MICHAEL D. NORMAN

  
DIANE B. NORMAN

ELLIOTT W. EVANS, JR.

TOWERS, LLC, an Alaska limited liability company

45<sup>th</sup>

*Attest  
Mary Miller*

Its: ~~Manager~~

FOURTH & CUSHMAN LLC, an Alaska limited liability company

*[Signature]*

Its: Manager *MARGIE MEMBER*

VCRE45 LLC, an Alaska limited liability company

*By Newray LLC, Member Manager  
By *[Signature]*, Manager*

Its: Manager

STATE OF UTAH )  
~~Third Judicial~~ : ss.  
COUNTY OF ~~Wasatch~~  
COUNTY OF \_\_\_\_\_

On this 27<sup>th</sup> day of December, 2004, personally appeared before me \_\_\_\_\_, on behalf of Towers at 45<sup>th</sup> II LLC, the signer of the within instrument, who duly acknowledged to me that he executed the same in the capacity indicated.

Notary Public

STATE OF UTAH )  
: ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of December, 2004, personally appeared before me \_\_\_\_\_, on behalf of Macintosh Management Co., LC, the signer of the within instrument, who duly acknowledged to me that he executed the same in the capacity indicated.

ELLIOTT W. EVANS, JR

TOWERS, LLC, an Alaska limited liability company

*[Handwritten signature of Elliott W. Evans, Jr.]*  
45<sup>th</sup>  
*[Handwritten signature: St. C. B. Mungy, filer]*

Its: ~~Manager~~

FOURTH & CUSHMAN LLC, an Alaska limited liability company

*[Handwritten signature]*  
Its: ~~Manager~~ *[Handwritten: MANDON MEMBER]*

VCRE45 LLC, an Alaska limited liability company

*[Handwritten signature]*  
Its: ~~Manager~~ *[Handwritten: Manager]*

STATE OF UTAH )  
~~Third Judicial~~ ) : ss.  
COUNTY OF ~~Wasatch~~  
COUNTY OF \_\_\_\_\_

On this 27<sup>th</sup> day of December, 2004, personally appeared before me \_\_\_\_\_, on behalf of Towers at 45<sup>th</sup> II LLC, the signer of the within instrument, who duly acknowledged to me that he executed the same in the capacity indicated.

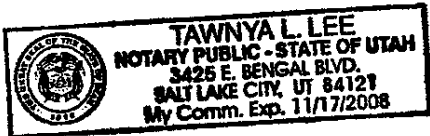
Notary Public

STATE OF UTAH )  
 ) : ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of December, 2004, personally appeared before me \_\_\_\_\_, on behalf of Macintosh Management Co., LC, the signer of the within instrument, who duly acknowledged to me that he executed the same in the capacity indicated.

STATE OF UTAH )  
 : ss.  
COUNTY OF Salt Lake

On this 12 day of January 2005 ~~December, 2004~~, personally appeared before me Michael D. Norman, the signer of the within instrument, who duly acknowledged to me that he executed the same.



*Tawnya L. Lee*  
Notary Public

STATE OF UTAH )  
 : ss.  
COUNTY OF Salt Lake

On this 12 day of January 2005 ~~December, 2004~~, personally appeared before me Diane B. Norman, the signer of the within instrument, who duly acknowledged to me that she executed the same.



*Tawnya L. Lee*  
Notary Public

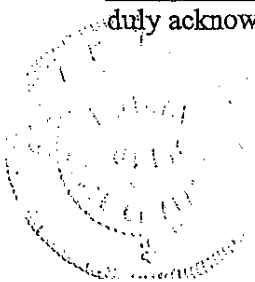
STATE OF UTAH )  
 : ss.  
COUNTY OF )

On this \_\_\_\_\_ day of December, 2004, personally appeared before me Elliott W. Evans, Jr., the signer of the within instrument, who duly acknowledged to me that he executed the same.

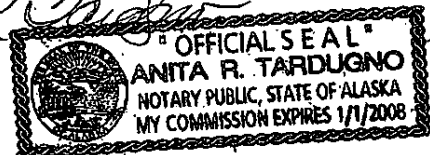
Notary Public

STATE OF ALASKA)  
Third Judicial : ss.  
COUNTY OF Dist. 14

On this 27<sup>th</sup> day of December, 2004, personally appeared before me Shearc & Bond, on behalf of 45<sup>th</sup> Towers, LLC, the signer of the within instrument, who duly acknowledged to me that he executed the same in the capacity indicated.



*Anita R. Tardugno*  
Notary Public



ELLIOTT W. EVANS, JR.

TOWERS, LLC, an Alaska limited liability company

45<sup>th</sup>

*Stefan Blomberg*  
*Manager*

Its: ~~Manager~~

FOURTH & CUSHMAN LLC, an Alaska limited liability company

*[Signature]*

Its: ~~Manager~~ *MARSHALL NEMBUR*

VCRE45 LLC, an Alaska limited liability company

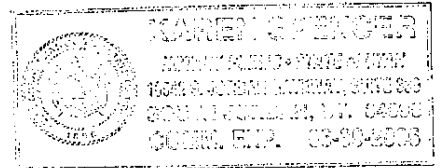
*By New Day LLC, Member Manager*  
*Ray James McYer, Manager*

Its: Manager

STATE OF UTAH )  
~~Third Judicial~~ : ss.  
COUNTY OF ~~Wasatch~~ *Salt Lake*  
COUNTY OF *Salt Lake*

On this ~~27<sup>th</sup>~~ *24* day of ~~December, 2004~~ *January 2005*, personally appeared before me *Robert L. Sperry*, on behalf of Towers at 45<sup>th</sup> II LLC, the signer of the within instrument, who duly acknowledged to me that he executed the same in the capacity indicated.

*Karen Spencer*  
Notary Public



STATE OF UTAH )  
 : ss.  
COUNTY OF )

On this \_\_\_\_\_ day of December, 2004, personally appeared before me \_\_\_\_\_, on behalf of Macintosh Management Co., LC, the signer of the within instrument, who duly acknowledged to me that he executed the same in the capacity indicated.

STATE OF UTAH )  
 : ss.  
COUNTY OF )

On this \_\_\_\_\_ day of December, 2004, personally appeared before me Michael D. Norman, the signer of the within instrument, who duly acknowledged to me that he executed the same.

Notary Public

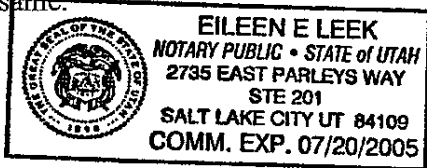
STATE OF UTAH )  
 : ss.  
COUNTY OF )

On this \_\_\_\_\_ day of December, 2004, personally appeared before me Diane B. Norman, the signer of the within instrument, who duly acknowledged to me that she executed the same.

Notary Public

STATE OF UTAH )  
 : ss.  
COUNTY OF SL )

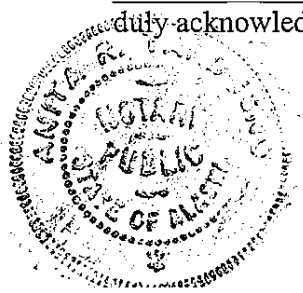
On this 14th day of December, 2004, personally appeared before me Elliott W. Evans, Jr., the signer of the within instrument, who duly acknowledged to me that he executed the same.



Notary Public *Eileen Leek*

STATE OF ALASKA )  
 Third Judicial District : ss.  
COUNTY OF Dist. of )

On this 27th day of December, 2004, personally appeared before me Shearc & Bond, on behalf of 45<sup>th</sup> Towers, LLC, the signer of the within instrument, who duly acknowledged to me that he executed the same in the capacity indicated.



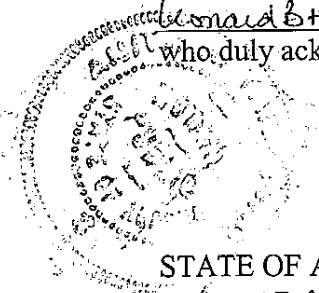
Notary Public *Anita R. Tardugno*  
OFFICIAL SEAL  
ANITA R. TARDUGNO  
NOTARY PUBLIC, STATE OF ALASKA  
MY COMMISSION EXPIRES 1/1/2008



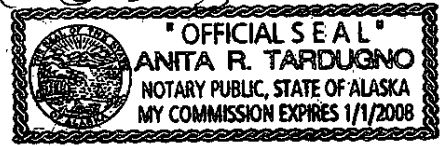
STATE OF ALASKA)

Third Judicial District : ss.

On this 27th day of December, 2004, personally appeared before me Donald B. Hyde, on behalf of Fourth & Cushman, LLC, the signer of the within instrument, who duly acknowledged to me that he executed the same in the capacity indicated.



Anita R. Tardugno  
Notary Public



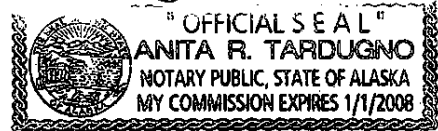
STATE OF ALASKA)

Third Judicial District : ss.

On this 27th day of December, 2004, personally appeared before me James M. Cameron, on behalf of VCRE45 LLC, the signer of the within instrument, who duly acknowledged to me that he executed the same in the capacity indicated.



Anita R. Tardugno  
Notary Public



ELLIOTT W. EVANS, JR.

TOWERS, LLC, an Alaska limited liability company <sup>45<sup>th</sup></sup>

*Stacy B. L. Mays, filer*

Its: ~~Manager~~

FOURTH & CUSHMAN LLC, an Alaska limited liability company

*[Signature]*

Its: Manager *Margie Nambur*

VCRE45 LLC, an Alaska limited liability company

*By New Day LLC, member manager*  
*By Julie M. Yon, manager*

Its: Manager

STATE OF UTAH )  
~~Third Judicial~~ : ss.  
COUNTY OF ~~Wasatch~~  
COUNTY OF \_\_\_\_\_

On this 27<sup>th</sup> day of December, 2004, personally appeared before me \_\_\_\_\_, on behalf of Towers at 45<sup>th</sup> II LLC, the signer of the within instrument, who duly acknowledged to me that he executed the same in the capacity indicated.



Notary Public

STATE OF UTAH )  
 : ss.  
COUNTY OF \_\_\_\_\_ ) *SCH LCLC*

On this 3 day of ~~December, 2004~~ *Feb. 3 2005*, personally appeared before me *Michael D. Hornick*, on behalf of Macintosh Management Co., LC, the signer of the within instrument, who duly acknowledged to me that he executed the same in the capacity indicated.

EXHIBIT "A"

**TO MODIFICATION TO  
RECIPROCAL EASEMENTS FOR INGRESS, EGRESS AND PARKING**

PARCEL A:

Beginning at a point on the East right-of-way line of Atwood Boulevard and the Southwest corner of the land deeded to Mortgage Investors Fund II Limited Partnership, which point is described as being South 706.10 feet and West 342.62 feet from the center of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian, also described as being North 89°50'30" East 79.91 feet, South 148.96 feet, West 126.20 feet and South along the arc of a curve to the right having a radius of 3524.86 feet through a central angle of 4°20'25" a distance of 267.02 feet, South 04°27'17" West 30.39 from a monument placed by Salt Lake County in 4500 South Street; thence East 319.87 feet; thence North 42.00 feet; thence East 45.00 feet; thence North 45°00'00" East 130.10 feet; thence East 84.68 feet to Cottonwood Creek; thence South 09°16'00" East 7.87 feet following said creek; thence South 45° East 62.04 feet along said creek; thence East 123.00 feet along said creek; thence South 47°32' East 57.00 feet along said creek; thence South 13°50' West 42.00 feet along said creek; thence South 44°20' West 70.00 feet along said creek; thence South 12°21' West 89.00 feet along said creek; thence South 26°44' West 106.00 feet along said creek to the Southeast corner of the land owned by 45th South Associates, Ltd.; thence North 89° West 242.02 feet along the South line of the said land; thence North 193.98 feet to a nail and washer; thence South 87°45' West 245.05 feet to the East line of the land deeded by S. Lynn Brewer, *et al.*, to 45th South Associates, Ltd., recorded October 29, 1984, as Entry No. 4009702; thence South 59.9 feet to the Southeast corner of the property described in said deed; thence West 146.50 feet to the East right-of-way line of Atwood Boulevard; thence North 04°27'17" East along said right-of-way line to the point of beginning.

PARCEL B:

Beginning on the South right-of-way line of 4500 South Street at a point which is North 89°50'30" East 79.91 feet along the monument line and South 33.0 feet from a Salt Lake County monument in said 4500 South Street, said monument being North 89°50'30" East 1521.88 feet from the Salt Lake County Monument in the intersection of 4500 South Street and State Street (the point of beginning also described as being 293.24 feet South and 202.62 feet West of the center of Section 6, Township 2 South, Range 1 East, Salt Lake Base and Meridian); and running thence North 89°50'30" East along said South line of 4500 South Street 378.80 feet; thence South 65.00 feet; thence East 88.20 feet to the Westerly bank of Big Cottonwood Creek; thence along said Westerly bank South 11.76 feet and South 32°43'00" West 71.07 feet; thence South 17°32'28" West 65.00 feet; thence South 87°40'00" West 19.84 feet to said Westerly bank of Big Cottonwood Creek; thence along said Westerly bank South 9°16'00" East 81.78 feet; thence West 84.68 feet; thence South 45°00'00" West 130.10 feet; thence West 45.00 feet; thence South 42.00 feet; thence West 319.87 feet to the East line of Atwood Avenue; thence along said East line North 4°27'17" East 30.392 feet to a point on the arc of a 3524.86-foot radius curve, the

center of which bears North  $85^{\circ}32'43''$  West and Northwesterly along said curve to the left through a central angle of  $4^{\circ}20'25''$  a distance of 267.02 feet; thence East 126.20 feet; thence North 115.96 feet to the point of beginning.