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05/03/99 3:44 PM 29.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
CLYDE SNOW SESSIONS & SWENSON
201 S MAIN ST
SLC, UT 84111-2208
REC BY: A GARAY DEPUTY - WI

WHEN RECORDED RETURN TO:

Larry G. Moore, Esq.
Ray, Quinney & Nebeker
400 Deseret Building
79 South Main Street
Salt Lake City, Utah 84111

**SECOND EASEMENT AMENDMENT AND
AFFIRMATION AGREEMENT**

THIS AGREEMENT is made and entered into this 30th day of March, 1999, by and between **THE UNIVERSITY OF UTAH, a body corporate and politic of the State of Utah** c/o Vice President For Administrative Services, 209 Park Building, Salt Lake City, Utah 84112 ("Grantor"), and the **SALT LAKE JEWISH COMMUNITY CENTER, a Utah nonprofit corporation**, of #2 Medical Drive, Salt Lake City, Utah 84113 ("Grantee").

Recitals

A. Grantor has previously granted certain perpetual rights of way and "Easements" as that term is defined in paragraph 1 below, for the benefit of the Fort Douglas-Hidden Valley Country Club, a Utah non-profit corporation (the "Club") which provided ingress and egress to and from the Club and its related parking areas, as more particularly described on Exhibit "A" attached hereto and incorporated herein, and which is outlined in red on Exhibit "B" attached hereto and incorporated herein (the "Property").

B. In connection with Grantee's purchase from the Club of the Property which previously comprised the Fort Douglas Club, Grantee has acquired all of the Club's interest as the original or successor Grantee under the Easements. Grantee is operating the Salt Lake Jewish Community Center on the Property.

C. Grantor and Grantee desire to clarify, affirm, and amend certain provisions of the Easements in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the foregoing Recitals, the mutual covenants set forth herein, and Ten Dollars and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Acknowledgement of Easements.** Grantor acknowledges that Grantee has obtained all of the Club's right, title and interest in those certain perpetual rights of way and easements (collectively the "Easements") previously granted and conveyed by Grantor and described as follows:

(a) Easement For Right of Way dated January 11, 1965, and recorded as Entry No. 2267674 in the Official Records of the Salt Lake County Recorder's Office;

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(b) Easement For Right of Way dated September 16, 1965, and recorded as Entry No. 2114628 of said Official Records as amended by Amendment to Easement dated September 8, 1997, and recorded as Entry No. 6734082 in said Official Records (the "First Amendment"); and

(c) Unrecorded Easement For Right of Way dated May 9, 1996.

Grantor acknowledges that the Easements are in full force and effect, are perpetual, and that Grantee has succeeded to all of the Club's right, title and interest under the Easements. Grantor further agrees that the unrecorded Easement or a memorandum thereof may be filed and recorded in the Official Records referred to herein and agrees to execute all documents necessary thereto.

2. **Second Amendment of Easements.** Grantor hereby amends the Easements to include that certain additional parcel of real property northeast of the existing driveway and entrance to the Club which is more particularly described in Exhibit "C" attached hereto and incorporated herein, and is outlined in yellow on Exhibit "B" hereto.

3. **Consideration for Easements.** As full and complete additional consideration for the Easements, Grantee shall provide: (i) fifteen honorary golf memberships in the Club for individuals and fifteen corresponding family non-voting memberships in Grantee with a waiver of the annual membership fees, as designated by Grantor, both for a period of twenty years after September 8, 1997; (ii) shall also provide thirty additional family non-voting memberships in Grantee for two years starting as of June 1, 1998, to named individuals designated by Grantor, with a waiver of the annual membership fee for such two-year period on each of such thirty memberships in Grantee; and (iii) Grantee shall enter into that certain Right of First Offer And First Refusal of even date herewith.

4. **Consent to Encroachment.** Grantor hereby consents to the encroachment of a corner portion of the patio on the main Club building onto the unrecorded easement described in paragraph 1(c) above.

5. **Due Authorization and Execution.** Each party hereto represents and warrants to the other that execution and delivery of this Agreement, and each document referenced herein, has been duly authorized by all necessary corporate action.

6. **Other Terms.** Except as expressly modified herein, the Easements remain in full force and effect.

"Grantor"

University of Utah, a body corporate and politic of the State of Utah

By: Anne B. Corbett
Its: Interim Vice President for Administrative Services

"Grantee"

Salt Lake Jewish Community Center, a Utah non-profit corporation

By: *Robin Perley*
Robin Perley
President

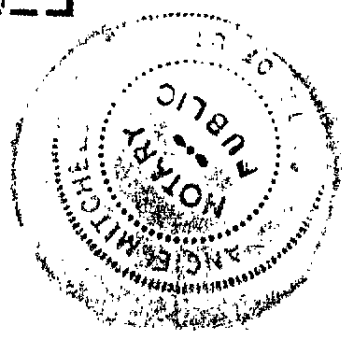
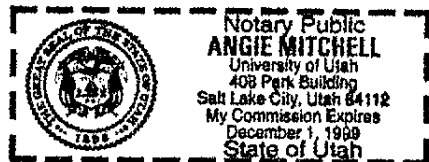
By: *Andrea Alcabas*
Andrea Alcabas
Secretary

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

On the 23rd day of March, 1999, personally appeared before me Arnold B. Combe, the duly authorized representative of the University of Utah, a body corporate and politic pursuant to the laws of the State of Utah, who acknowledged to me that (s)he executed the foregoing instrument on behalf of the University of Utah, and that the University of Utah thereby duly executed and delivered the same.

My Commission Expires:
12-1-1999

Angie Mitchell
Notary Public
Residing at: University of Utah.



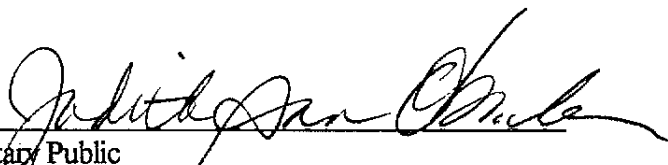
State of Utah)
 : ss.
County of Salt Lake)

On the 30th day of March, 1999, personally appeared before me Robin Perley and Andrea Alcabes, who acknowledged to me that they are the duly authorized President and Secretary, respectively, of the Salt Lake Jewish Community Center, a Utah non-profit corporation, and that they executed the foregoing instrument on behalf of said corporation and that said corporation thereby duly executed and delivered the same.

My Commission Expires:

Jan. 20, 2003

446373 v2/lgm



Notary Public
Residing at: 3434 E. 7800 So.
Salt Lake City, UT

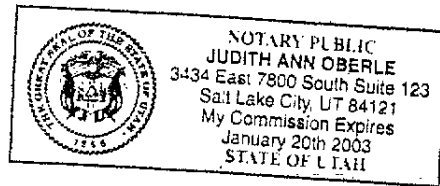


EXHIBIT "A"
Legal Description

Order No. F-30449

PARCEL 1:

89-33-409-12
BEGINNING at a point which is North 89°58'03" East 1757.44 feet and North 0°01'18" East 661.64 feet and North 89°58'03" East 1115.74 feet from the Southeast corner of Lot 12, Block 8, POPPERTON PLACE, a subdivision of Salt Lake City, Utah, and running thence North 36°50'15" East 250.00 feet; thence North 89°58'03" East 50 feet to the East line of the Northwest quarter of the Southeast quarter of Section 33, Township 1 North, Range 1 East, Salt Lake Base and Meridian, said point being situated on the boundary of the United States Military Reservation at a point 200.00 feet North of the center of the Southeast quarter of said section; thence South 0°01'57" East 200.00 feet to the center of the Southeast quarter of said section; thence South 89°58'03" West 200.00 feet to the point of beginning, the same being in and a part of the Northwest quarter of the Southeast quarter of said Section 33.

PARCEL 2:

BEGINNING at a point which bears North 89°58'03" East 1757.44 feet and North 0°01'18" East 661.64 feet and North 89°58'03" East 1015.74 feet from the Southeast corner of Lot 12, Block 8, POPPERTON PLACE, a subdivision in Salt Lake City, Utah, and running thence North 146.63 feet; thence North 77°54'47" East 255.55 feet; thence South 36°50'15" West 250.0 feet; thence South 89°58'03" West 100.0 feet to the point of BEGINNING.

PARCEL 3:

BEGINNING at a point which bears North 89°58'03" East 1757.44 feet and North 0°01'18" East 661.64 feet and North 89°58'03" East 965.74 feet from the Southeast corner of Lot 12, Block 8, POPPERTON PLACE, a subdivision in Salt Lake City, Utah, and part of Section 33, Township 1 North, Range 1 East, Salt Lake Base and Meridian and running thence North 0°01'57" West 200.00 feet; thence North 89°58'03" East 300.00 feet; thence South 77°54'47" West 255.55 feet; thence South 146.63 feet; thence South 89°58'03" West 50.00 feet to the point of BEGINNING.

Continued.

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EXHIBIT "A" CONTINUED (4)
Legal Description

Order No. F-30449

PARCEL 4:

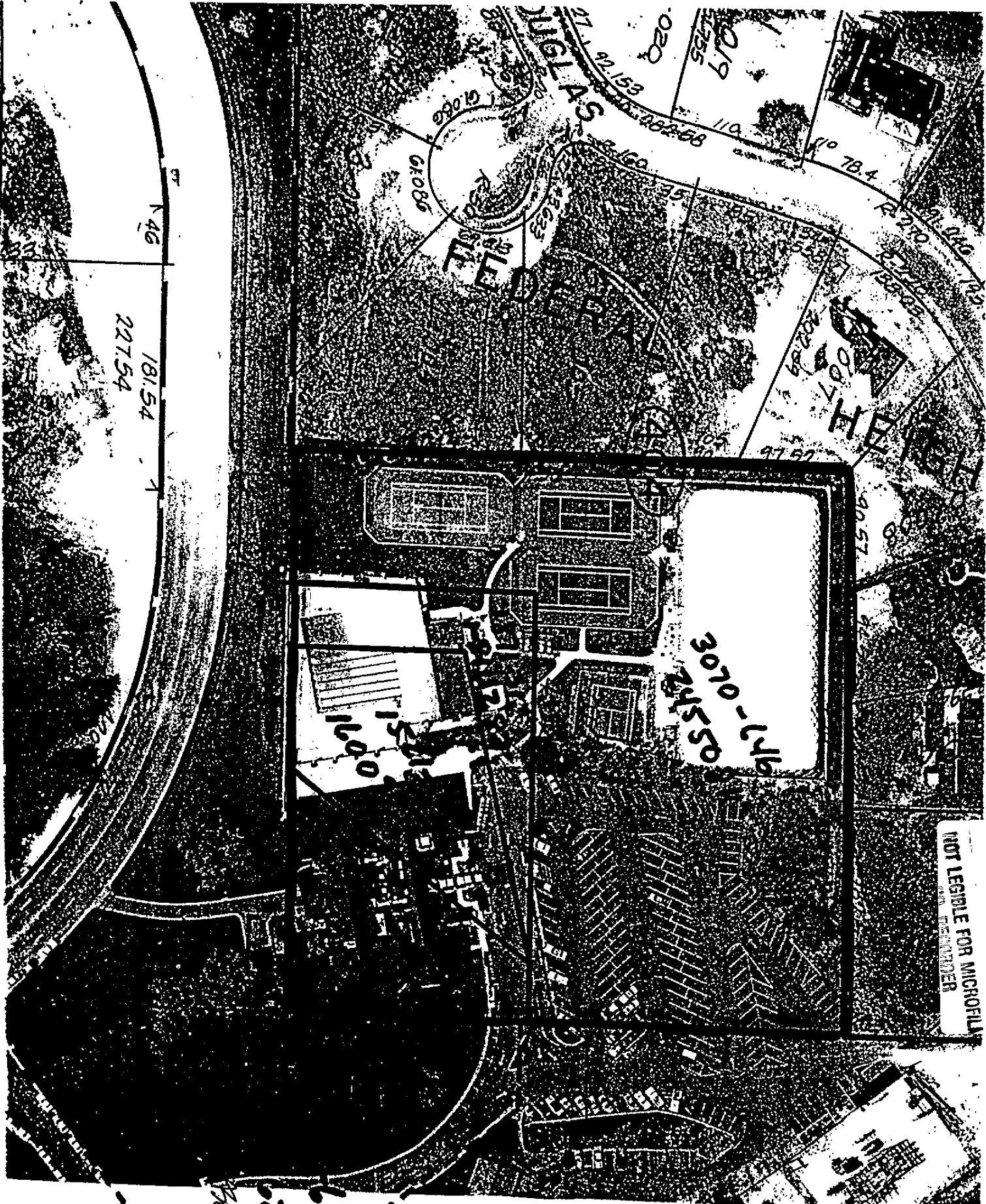
BEGINNING at a point which bears North 89°58'03" East 1757.44 feet and North 0°01'18" East 661.64 feet and North 89°58'03" East 865.74 feet from the Southeast corner of Lot 12, Block 8, POPPERTON PLACE, a subdivision in Salt Lake City, Utah, and running thence North 0°01'18" West 456.70 feet; thence North 89°58'03" East 450.00 feet; thence South 0°01'57" East 256.70 feet; thence South 89°58'03" West 350.00 feet; thence South 0°01'57" East 200.00 feet; thence South 89°58'03" West 100.00 feet to the point of BEGINNING.

PARCEL 5:

A non-exclusive right of way for a roadway for ingress and egress purposes, as granted by Easement for Right of Way, recorded as Entry No. 2114628, in Book 2382, at Page 654, described as follows: BEGINNING at U.S. Government Monument No. 11; (Monument No. 11 is a 2 1/2 inch brass disc in a raised concrete cone 3,937.77 feet East and 1335.41 feet North of the theoretical Northwest corner of Section No. 4, Township 1 South, Range 1 East, Salt Lake Base and Meridian); thence South 89°57'53" West 78.0 feet; thence South 0°02'07" East 30.0 feet; thence North 89°57'53" East 101.84 feet; thence South 38°31' East 160.18 feet, more or less, to the existing North curb line of the medical center parking lot road; thence North 51°29' East 180.0 feet; thence North 38°31' West 307.01 feet; thence South 89°57'53" West 73.41 feet; thence South 0°02'37" East 197.0 feet to the point of BEGINNING.

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NOT LEGIBLE FOR MICROFILM AND REMINDER

3070-646
24550

1500

181.54
227.54

146

Exhibit "B"

654
828
MICHIGAN

EXHIBIT "C"

BEGINNING AT POINT WHICH LIES ON THE EASTERLY LINE OF THE FORT DOUGLAS-HIDDEN VALLEY COUNTRY CLUB PROPERTY, SAID POINT ALSO LIES N00°01'57"W, ALONG SAID EASTERLY LINE, 249.76 FEET FROM U.S. GOVERNMENT MONUMENT NO. 11; (MONUMENT NO. 11 IS A 2-1/2 INCH BRASS DISC IN A RAISED CONCRETE CONE 3,937.77 FEET EAST AND 1335.41 FEET NORTH OF THE THEORETICAL NORTHWEST CORNER OF SECTION NO. 4, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN); THENCE N00°01'57"W, ALONG SAID EASTERLY LINE, 208.18 FEET TO A POINT ON THE NORTHEAST CORNER OF SAID PROPERTY; THENCE N89°58'03"E, 53.15 FEET; THENCE S38°36'09"E, 71.51 FEET TO A POINT ON THE PROJECTION OF A 8-INCH WALL; THENCE S18°42'55"W, ALONG SAID PROJECTION LINE AND SAID 8-INCH WALL, 64.65 FEET TO THE POINT OF CURVE OF A 100.67 FOOT RADIUS CURVE TO THE LEFT, CENTER BEARS S71°17'05"E; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, AND SAID 8-INCH WALL, 46.38 FEET, THROUGH A CENTRAL ANGLE OF 26°24'00"; THENCE S07°41'05"E, ALONG SAID 8-INCH WALL, 45.74 FEET; THENCE WEST, 78.60 FEET TO THE POINT OF BEGINNING.

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