

Recorded MAY 24 1976 at 10<sup>45</sup> M  
Request of SECURITY TITLE  
COMPANY  
Fee Paid KATIE L. DIXON  
Recorder, Salt Lake County, Utah  
By Patricia Brown Deputy  
Not

2817109

SUPPLEMENTAL DECLARATION OF ESTABLISHMENT OF  
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS  
OF SALT LAKE INTERNATIONAL CENTER, UNIT 2

SECURITY TITLE CO.  
GHD # 169190

This Declaration, made this 21st day of May, 1976,  
by A. K. Utah Properties, Inc., a Utah corporation, hereinafter  
referred to as "Declarant",

W I T N E S S E T H

WHEREAS, Declarant is the owner of certain property in the  
City of Salt Lake, County of Salt Lake, State of Utah, known as  
the Salt Lake International Center, Plat 2, which is more parti-  
cularly described in Exhibit "A" attached hereto, and by this  
reference incorporated herein, hereinafter referred to as "Unit  
2", and

WHEREAS, Unit 2 lies within and is a part of Salt Lake  
International Center, for which Declarant has made and recorded  
a Master Declaration of Establishment of Easements, Covenants,  
Conditions and Restrictions of Salt Lake International Center,  
hereinafter referred to as "Master Declaration", which Master  
Declaration is dated April 29, 1975, and was recorded April 30,  
1975, as Entry No. 2703864 of Official Records in the office of  
the Salt Lake County Recorder; and

WHEREAS, said Master Declaration provides that a Supple-  
mental Declaration will be made and recorded relating to each  
"Unit" as defined therein, to provide for preservation of the  
values and amenities in each such Unit, and for the maintenance  
of the Common Areas and Common Facilities. To this end and for  
the benefit of Unit 2 and the Owners thereof, Declarant desires  
to subject Unit 2 to the easements, covenants, conditions,  
restrictions, charges and liens hereinafter set forth.

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NOW THEREFORE, Declarant hereby declares that Unit 2 described above shall be held, sold, conveyed, transferred, leased, sub-leased, and occupied subject to the following easements, covenants, conditions and restrictions which are for the purpose of protecting the value and desirability of, and which shall run with, Unit 2, and every portion thereof, and shall be binding upon all parties having any right, title or interest in Unit 2 or any portion thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof:

ARTICLE I

Except as expressly hereinafter provided, Declarant hereby adopts all of the provisions of the Master Declaration into this Supplemental Declaration to the same full extent and effect as if said Master Declaration were set forth in full herein; provided, however, that whenever reference is made to the Entire Property in said Master Declaration, such term shall be deemed to mean Unit 2 for the purposes of this Supplemental Declaration.

ARTICLE II

Article V and Article VI of the Master Declaration relating to the Rights to Common Areas and Common Facilities and to Maintenance of Common Areas and Common Facilities shall not be construed to impose or grant any additional rights, duties, obligations or assessments on Unit 2. It is Declarant's intent that the rights, duties, obligations and assessments described in said Articles shall apply to the Entire Property, including Unit 2, and shall be implemented as to the Entire Property as a whole, as provided in said Master Declaration.

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ARTICLE III

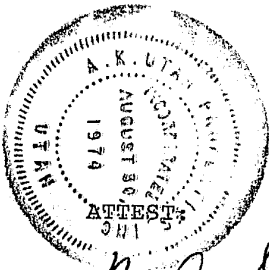
Duration And Amendment

This Supplemental Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Supplemental Declaration is recorded, after which time it shall be automatically extended for successive periods of ten (10) years, to a maximum of ninety-nine (99) years, unless terminated at the end of any such period by vote of the Owners of the land area of Unit 2, as provided in Article VIII, Section 4 of the Master Declaration, provided, however, that in no event shall this Supplemental Declaration survive the termination of the Master Declaration. This Supplemental Declaration may be amended by an instrument signed by the Owners of the land area in Unit 2, in the manner provided in Article VIII, Section 4, of the Master Declaration, provided that no such amendment shall render this Supplemental Declaration less restrictive than the Master Declaration. Any amendment or termination hereof must be recorded.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto caused this Supplemental Declaration to be executed the day and year first above written.

A. K. UTAH PROPERTIES, INC.  
a Utah corporation

By *Emanuel A. Floor*  
EMANUEL A. FLOOR, PRESIDENT

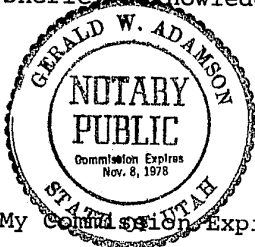


*M. A. Sherley*  
M. A. SHERLEY,  
Assistant Secretary

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

On the 21st day of May, 1976, personally appeared before me Emanuel A. Floor and M. A. Sherley, who being by me duly sworn, did say that they are the President and Assistant Secretary, respectively, of A. K. Utah Properties, Inc., a Utah corporation, and that the foregoing Supplemental Declaration was signed in behalf of said Corporation by authority of a Resolution of its Board of Directors, and the said Emanuel A. Floor and M. A. Sherley acknowledged to me that said corporation executed the same.



My Commission Expires:

11-8-78

Gerald W. Adamson  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah

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CONSENT OF MORTGAGEES

The undersigned, Continental Illinois National Bank and Trust Company of Chicago, a national banking association, Mortgagee under that certain Mortgage, dated the 16th day of June, 1975, and recorded the 19th day of June, 1975, as Entry No. 2718362, Official Records of the Salt Lake County, Utah, Recorder, and Credit Commercial de France, a French bank, Mortgagee under that certain Second Mortgage, dated the 19th day of June, 1975, and recorded the 19th day of June, 1975, as Entry No. 2718363, Official Records of the Salt Lake County, Utah, Recorder, the liens of which mortgages cover the property described in the aforescribed Unit 2 and other property, hereby consent and agree that the foregoing Supplemental Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, Unit 2, may be executed and recorded and consent and agree that that portion of the property described in the above-mentioned mortgages may be subject to and subordinate to the easements, covenants, conditions, restrictions, charges and liens described in the foregoing Supplemental Declaration.

Made and executed this 21st day of May, 1976.

CONTINENTAL ILLINOIS NATIONAL  
BANK & TRUST COMPANY OF CHICAGO

By

Gordon H. Dick  
GORDON H. DICK,  
Its Attorney in Fact

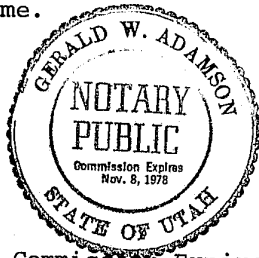
CREDIT COMMERCIAL DE FRANCE

By

Gordon H. Dick  
GORDON H. DICK  
Its Attorney in Fact

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

On the 21st day of May, 1976, personally appeared before me GORDON H. DICK, who, being by me duly sworn, did say that he is the Attorney in Fact of CONTINENTAL ILLINOIS NATIONAL BANK & TRUST COMPANY OF CHICAGO, a national association, and the Attorney in Fact of CREDIT COMMERCIAL DE FRANCE, a French bank, and that the foregoing Consent of Mortgagees was signed in behalf of said association and bank by authority of a Power of Attorney, and said GORDON H. DICK acknowledged to me that he as such Attorney in Fact of said association and said bank executed the same.



Gerald W. Adamson  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah

My Commission Expires:  
11-8-78

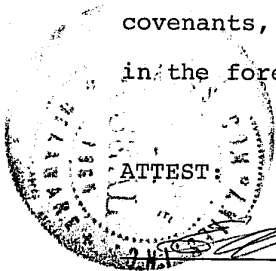
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CONSENT OF SKAGGS COMPANIES, INC.

The undersigned, Skaggs Companies, Inc., a Delaware corporation, the beneficiary under that certain Deed of Trust dated the 24th day of June, 1975 and recorded the 25th day of June, 1975 as Entry No. 2719945, official records of Salt Lake County, Utah, Recorder, the lien of which Deed of Trust covers the property described in the aforescribed Unit 2 and other property, hereby consents and agrees that the foregoing Supplemental Declaration of Establishment of Easements, Covenants, Conditions and Restrictions of Salt Lake International Center, Unit 2, may be executed and recorded and consent and agree that that portion of the property described in the above-mentioned Deed of Trust may be subject to and subordinate to the easements, covenants, conditions, restrictions, charges and liens described in the foregoing Supplemental Declaration.

Made and executed this 19th day of May, 1976.

SKAGGS COMPANIES, INC.



ATTEST:

[Signature]  
CORPORATE SECRETARY

By [Signature]  
SR. VICE PRESIDENT

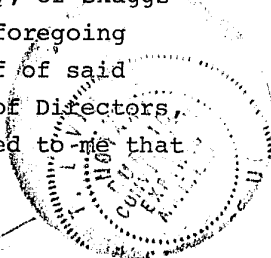
STATE OF UTAH )  
                  : ss.  
COUNTY OF SALT LAKE)

Approved as to form  
Jones, Waldo, Holbrook &  
McDonough

By [Signature]

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On the 19th day of May, 1976 personally appeared before me R. E. Davis, and E. A. Sinclair, who being by me duly sworn, did say that they are the Sr. Vice President and Secretary, respectively, of Skaggs Companies, Inc., a Delaware corporation, and that the foregoing Consent of Skaggs Companies, Inc., was signed on behalf of said corporation by authority of a resolution of its Board of Directors, and the said R. E. Davis and E. A. Sinclair acknowledged to me that said corporation executed the same.



[Signature]  
NOTARY PUBLIC  
Residing At:

My Commission Expires:

April 15, 1979

EXHIBIT "A"

Lots 1 and 2 proposed plat of SALT LAKE INTERNATIONAL CENTER PLAT 2, in the City of Salt Lake, County of Salt Lake, State of Utah, and being more particularly described as follows:

BEGINNING on the East line of Salt Lake International Center, Plat 1A, an industrial subdivision of Part of Section 36, Township 1 North, Range 2 West, Salt Lake Base and Meridian, Salt Lake City, Utah, at a point South 0° 02' East 670.00 feet from the Northeast corner of said Plat 1A, and running thence South 0° 02' East 539.85 feet to a point on a 192 foot radius curve to the left, radial bears North 76° 51' 44" East; thence southerly along said curve for an arc distance of 24.328 feet to a point of common curvature to a 32 foot radius curve to the left (central angle 7° 15' 35"); thence Southeasterly along said curve for an arc distance of 22.726 feet (central angle 40° 41' 27"); thence North 89° 58' East, 187.991 feet; thence South 0° 02' East, 100.00 feet; thence North 89° 58' East, 677.71 feet to a point of curvature to a 30 foot radius curve to the right; thence Easterly and Southerly along said curve for an arc distance of 47.00 feet (central angle 89° 45' 58"); thence South 0° 16' 02" East, 900.01 feet to a point of curvature to a 30 foot radius curve to the right, thence Southerly and Westerly along said curve for an arc distance of 47.25 feet (central angle 90° 14' 02") thence South 89° 58' West, 681.38 feet to the Easterly boundary of said plat 1A, thence South 0° 02' East 66.00 feet, thence North 89° 58' East, 681.90 feet to a point of curvature to a 30 foot radius curve to the right, thence Easterly 8 feet Southerly along said curve for an arc distance of 47.00 feet (central angle 89° 45' 58"), thence South 0° 16' 02" East, 583.17 feet to the North Right Of Way line of North Temple Street; thence North 89° 58' East 50.50 feet, thence North 0° 16' 02" West, 2199.06 feet, thence South 89° 43' 58" West 50.50 feet thence North 0° 16' 02" West, 120.21 feet, thence South 89° 58' West 914.32 feet to the point of BEGINNING.

\* \* \* \* \*