

WHEN RECORDED, PLEASE RETURN TO:

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RASHELLE HOBBS
Recorder, Salt Lake County, UT
KIRTON & MCCONKIE
BY: eCASH, DEPUTY - EF 9 P.

**FIRST AMENDMENT TO
AMENDED AND RESTATED
RESIDENTIAL TOWER AIRSPACE LEASE**

by and between

CITY CREEK RESERVE, INC.,
a Utah nonprofit corporation,

and

RICHARDS COURT CONDOMINIUMS OWNERS ASSOCIATION, INC.,
a Utah nonprofit corporation

**RICHARDS COURT CONDOMINIUMS
SALT LAKE CITY, UTAH**

Executed July 21, 2020

4823-5787-7692

Ent 13343704 BK 10988 PG 7039

**FIRST AMENDMENT TO
AMENDED AND RESTATED
RESIDENTIAL TOWER AIRSPACE LEASE
(Richards Court Condominiums)**

This **FIRST AMENDMENT TO AMENDED AND RESTATED RESIDENTIAL TOWER AIRSPACE LEASE** (this “**Amendment**”) is executed this 21st day of July, 2020, by and between **CITY CREEK RESERVE, INC.**, a Utah nonprofit corporation (“**Landlord**”), and **RICHARDS COURT CONDOMINIUMS OWNERS ASSOCIATION, INC.**, a Utah nonprofit corporation, as successor in interest to City Creek Living, LLC, a Utah limited liability company (“**Tenant**”).

RECITALS

A. Landlord and Tenant previously entered into that certain Residential Tower Airspace Lease, recorded in the Recorder’s Office of Salt Lake County, State of Utah, as Entry No. 10877767, in Book 9796, beginning at Page 5253, on January 12, 2010, as amended by that certain Amended and Restated Residential Tower Airspace Lease, recorded in the Recorder’s Office of Salt Lake County, State of Utah, as Entry No. 11622282, in Book 10129, beginning at Page 3744, on April 19, 2013 (the “**Lease**”) to lease the three dimensional portion of airspace described on Schedule A attached hereto (the “**Airspace**”).

B. Landlord and Tenant have agreed that Landlord shall take legal ownership of that certain rooftop area on the third floor of the West Tower depicted on Schedule B attached hereto (the “**Third Floor Rooftop Area**”).

C. In order to accomplish the parties’ agreement to fully vest legal ownership of the Third Floor Rooftop Area in Landlord, Landlord and Tenant deem it necessary and desirable to amend the Lease as set forth in this Amendment.

AGREEMENT

NOW, THEREFORE, Landlord and Tenant, in consideration of the foregoing facts and circumstances, the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, agree as follows:

1. **Recitals.** The above Recitals are incorporated herein by this reference.
2. **New Description of the Airspace.** Notwithstanding anything in the Lease to the contrary, the Third Floor Rooftop Area including all airspace directly above the Third Floor Rooftop Area shall be removed from the Airspace and the Premises (the “**Removed Area**”). Beginning on the date of this Amendment, Landlord shall have fully legal responsibility for the Removed Area.

3. **Maintenance/Restrictions.** With respect to the Removed Area, Landlord shall maintain the Removed Area in good working order and in a condition equal to the condition as of the date of this Amendment and shall not allow any of the following to be done or conditions to exist on the Removed Area: (a) installation of any pool or hot tub; (b) any public or private nuisance; or (c) any violation of applicable federal, state and local laws, rules, regulations, ordinances, codes, statutes, decrees, mandates, edicts, or similar jurisdictional requirements. The Removed Area shall be used only for the benefit of adjoining property owned or controlled by Landlord or a related entity.

4. **Defined Terms.** Except as otherwise expressly provided herein, capitalized terms used in this Amendment shall have the meanings given them in the Lease.

5. **Conflicting Provisions; Ratification.** Landlord and Tenant reserve any and all rights and interests existing pursuant to the Lease which are not affected by this Amendment and except as expressly modified herein, the Lease remains in full force and effect in accordance with its terms. This Amendment amends the Lease. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control.

6. **Costs; Additional Documentation/Action.** Except for the costs and expenses to obtain any required approval from Tenant's members, which shall be borne solely by Tenant, Landlord shall bear all financial obligations in connection with the conveyance of the Removed Area. At either party's request and without further consideration, the other party shall execute and deliver any further instruments of conveyance and take such other actions as the requesting party may reasonably require to complete more effectively the transfer of the Removed Area.

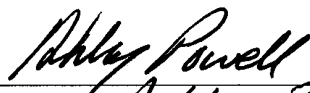
[Signatures and Acknowledgments Follow]

SIGNATURE PAGE

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


LANDLORD:

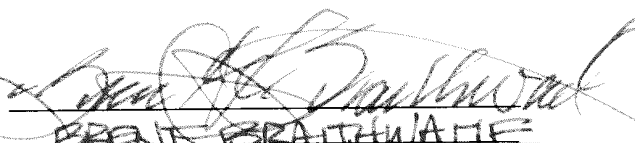
CITY CREEK RESERVE, INC.,
a Utah nonprofit corporation

By: 
Name: Ashley Powell
Its: President

TENANT:

**RICHARDS COURT CONDOMINIUMS
OWNERS ASSOCIATION, INC.,**
a Utah nonprofit corporation

By: 
Name: Donald C. Strick
Its: President

By: 
Name: BRENT BRAITHWAITE
Its: SECRETARY

ACKNOWLEDGMENT PAGE

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

On this 21st day of July, 2020, personally appeared before me Lynette Asay who, being by me duly sworn, did say that he/she is the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as President of City Creek Reserve, Inc., a Utah nonprofit corporation, for and on behalf of said corporation.



Lynette Asay
NOTARY PUBLIC

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

On this 17th day of July, 2020, personally appeared before me Ronald C. Shirlin who, being by me duly sworn, did say that he/she is the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as President of Richards Court Condominiums Owners Association, Inc., a Utah nonprofit corporation, for and on behalf of said corporation.



Brandy Sears
NOTARY PUBLIC

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

On this 17th day of July, 2020, personally appeared before me Brent Braithwaite who, being by me duly sworn, did say that he/she is the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same in his/her authorized capacity as Secretary of Richards Court Condominiums Owners Association, Inc., a Utah nonprofit corporation, for and on behalf of said corporation.



Brandy Sears
NOTARY PUBLIC

SCHEDULE A

Description of Airspace

Project Boundary Description (Level 2 and Above)

That certain volume of airspace located in Lot 5 of Block 76, Plat 8 of the Official Survey of Plat "A" Salt Lake City Survey, being also in the Northeast Quarter of Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

The airspace from and above Elevation 4336.00' within the following horizontal boundaries.

Beginning at the Northwest Corner of said Block 76; and running thence, along the North Line of said Block 76, N89°59'41"E 91.58 feet to the Westerly Line of that certain "Memorandum of Amended and Restated Retail Center Airspace Lease (Block 76-Level 1-Revised 12-14-09)" recorded in Book 9848 at Page 3144 in the Salt Lake County Recorder's Office; thence, along said Westerly Line, the following fourteen (14) courses: (1) South 6.62 feet, (2) East 0.25 feet, (3) Southeasterly 9.08 feet along the arc of a 5.79 foot radius curve to the right, chord bears S44°42'52"E 8.18 feet, (4) South 0.19 feet, (5) East 1.67 feet, (6) South 41.63 feet, (7) Southeasterly 5.47 feet along the arc of a 3.77 foot radius curve to the right, chord bears S45°15'09"E 5.00 feet, (8) South 8.18 feet (9) East 1.45 feet, (10) South 58.16 feet (11) West 0.50 feet, (12) Southwesterly 11.03 feet along the arc of a 7.03 foot radius curve to the right, chord bears S45°50'10"W 9.93 feet, (13) South 0.59 feet, (14) West 96.58 feet to the West Line of said Block 76; thence, along said West Line of Block 76, N00°01'22"W 131.61 feet to the Point of Beginning.

P1 Level Boundary Description

That certain volume of airspace located in Lot 5 of Block 76, Plat 8 of the Official Survey of Plat "A", Salt Lake City Survey, being also in the Northeast Quarter of Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

The airspace from elevation 4296.50 to elevation 4307.25 within the following horizontal boundaries.

Beginning at a point East 2.13 feet and South 1.98 feet from the Northwest Corner of said Block 76; and running thence East 48.11 feet; thence South 42.75 feet; thence East 19.06 feet; thence South 39.83 feet; thence East 1.01 feet; thence South 24.60 feet; thence West 12.61 feet; thence South 8.50 feet; thence West 12.75 feet; thence North 1.67 feet; thence West 1.09 feet; thence North 30.17 feet; thence West 19.10 feet; thence South 30.17 feet; thence East 11.23 feet; thence

South 11.90 feet; thence West 17.87 feet; thence North 106.17 feet; thence West 15.97 feet; thence North 19.75 feet to the Point of Beginning.

Level 1 Boundary Description

That certain volume of airspace located in Lot 5 of Block 76, Plat 8 of the Official Survey of Plat "A" Salt Lake City Survey, being also in the Northeast Quarter of Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

The airspace from elevation 4311.75 to elevation 4335.10 within the following horizontal boundaries.

Beginning at a point on the North Line of said Block 76, said point being N89°59'41"E 68.73 feet, along said North Line, from the Northwest corner of said Block 76; and running thence, along said North Line of Block 76, N89°59'41"E 22.85 feet; thence South 6.62 feet; thence East 0.25 feet; thence Southeasterly 9.08 feet along the arc of a 5.79 foot radius curve to the right, chord bears S44°42'52"E 8.18 feet; thence South 0.19 feet; thence East 1.67 feet; thence South 41.63 feet; thence Southeasterly 5.47 feet along the arc of a 3.77 foot radius curve to the right, chord bears S45°15'09"E 5.00 feet; thence South 8.18 feet; thence East 1.45 feet; thence South 19.85 feet; thence West 27.28 feet; thence North 13.02 feet; thence West 7.68 feet; thence South 11.79 feet; thence West 7.17 feet; thence North 1.23 feet; thence West 5.13 feet; thence South 1.23 feet; thence West 7.25 feet; thence North 1.23 feet; thence West 5.58 feet; thence South 1.23 feet; thence West 9.21 feet; thence North 39.83 feet; thence East 8.85 feet; thence North 9.59 feet; thence East 5.18 feet; thence North 6.42 feet; thence East 21.39 feet; thence North 12.37 feet; thence West 1.65 feet; thence North 16.36 feet to the Point of Beginning.

FOR INFORMATIONAL PURPOSES ONLY THE FOLLOWING TAX PARCELS ARE INCLUDED WITHIN THE ABOVE LEGAL DESCRIPTIONS:

15-01-232-001, 15-01-232-002, 15-01-232-003, 15-01-232-004, 15-01-232-005, 15-01-232-006, 15-01-232-007, 15-01-232-008, 15-01-232-009, 15-01-232-010, 15-01-232-011, 15-01-232-012, 15-01-232-013, 15-01-232-014, 15-01-232-015, 15-01-232-016, 15-01-232-017, 15-01-232-018, 15-01-232-019, 15-01-232-020, 15-01-232-021, 15-01-232-022, 15-01-232-023, 15-01-232-024, 15-01-232-025, 15-01-232-026, 15-01-232-027, 15-01-232-028, 15-01-232-029, 15-01-232-030, 15-01-232-031, 15-01-232-032, 15-01-232-033, 15-01-232-034, 15-01-232-035, 15-01-232-036, 15-01-232-037, 15-01-232-038, 15-01-232-039, 15-01-232-040, 15-01-232-041, 15-01-232-042, 15-01-232-043, 15-01-232-044, 15-01-232-045, 15-01-232-046, 15-01-232-047, 15-01-232-048, 15-01-232-049, 15-01-232-050, 15-01-232-051, 15-01-232-052, 15-01-232-053, 15-01-232-054, 15-01-232-055, 15-01-232-056, 15-01-232-057, 15-01-232-058, 15-01-232-059, 15-01-232-060, 15-01-232-061, 15-01-232-062, 15-01-232-063, 15-01-232-064, 15-01-232-065,

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15-01-232-186

