

AFTER RECORDING, RETURN TO:

Bruce A. Maak  
P.O. Box 11019  
Salt Lake City UT 84147

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07 JANUARY 94 03:14 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
BRUCE A. MAAK  
REC BY: DIANE KILPACK, DEPUTY

5706543

FIRST AMENDMENT TO GOVERNOR'S PLAZA  
RECIPROCAL EASEMENT AGREEMENT  
AND  
SUPPLEMENTARY AGREEMENT

THIS FIRST AMENDMENT AND SUPPLEMENTARY AGREEMENT is made and entered into this 13 day of November, 1993 by and between SINCLAIR OIL CORPORATION, a Wyoming corporation (hereinafter referred to as "Sinclair") and THE GOVERNOR'S PLAZA CONDOMINIUM OWNERS ASSOCIATION, a Utah nonprofit corporation (hereinafter referred to as the "Association").

Recitals:

A. Sinclair is the owner in fee simple of the following-described tract of land located in Salt Lake County, State of Utah:

BEGINNING at a point South 89°58'27" West 30.00 feet from the Northeast corner of Lot 5, Block 61 Plat "B", Salt Lake City Survey, and running thence South 00°01'37" East 190.00 feet; thence North 89°58'27" East 85.00 feet; thence South 00°01'37" East 9.50 feet; thence North 89°58'27" East 275.00 feet; thence North 00°01'37" West 34.50 feet; thence North 89°58'27" East 82.50 feet; thence North 00°01'37" West 165.00 feet; thence South 89°58'27" West 442.50 feet to the point of beginning.

The tract of land described immediately above is hereinafter referred to as the "Sinclair Property." There is constructed upon the Sinclair Property an office building facility (the "Office Building").

B. The Governor's Plaza Condominium is a condominium project created and identified in a certain Record of Survey Map recorded in the office of the Salt Lake County Recorder as Entry No. 3760719 in Book 83-2 at Page 25 and in the Declaration of Covenants, Conditions and Restrictions and Bylaws recorded in the office of the Salt Lake County Recorder on February 17, 1983 as Entry No. 3760720 in Book 5438 at Page 2660, as amended in the First Amended Declaration of Covenants, Conditions and Restrictions recorded in the office of the Salt Lake County Recorder on

August 2, 1985 as Entry No. 4119360 in Book 5678 at Page 823, and as amended in the First Amendment to Governor's Plaza Condominium First Amended Declaration of Covenants, Conditions, and Restrictions recorded in the office of the Salt Lake County Recorder on January 19, 1990 as Entry No. 4872645 in Book 6191 at Page 2901. All of the units included within the Governor's Plaza Condominium and the entirety of the Governor's Plaza Condominium project are hereinafter referred to as the "Condominium Property." The Governor's Plaza Condominium facility generally exclusive of parking, storage, and access facilities is hereinafter referred to as the "Condominium Building."

C. The Association is a nonprofit corporation having as its members the owners of condominium units located within the Governor's Plaza Condominium (the "Owners"). This First Amendment and Supplementary Agreement concerns common areas and facilities of the Governor's Plaza Condominium.

D. Prior to the creation of the Governor's Plaza Condominium and prior to Sinclair's acquisition of the Sinclair Property, the owner of the land upon which the Governor's Plaza Condominium is now located and the owner of the Sinclair Property executed and caused to be recorded a certain "Governor's Plaza Reciprocal Easement Agreement" which was initially recorded on April 30, 1981 as Entry No. 3559936 in Book 5242 at Page 1580 and was re-recorded on June 8, 1981 as Entry No. 3572468 in Book 5257 at Page 252 (hereinafter referred to as the "Reciprocal Easement Agreement"). Sinclair is the successor in interest to 550 East South Temple Partnership, a Utah limited partnership, and the Association is the successor in interest to Governor's Plaza Condominium Partnership, a Utah limited partnership, with respect to the rights and obligations created by the Reciprocal Easement Agreement.

E. The Office Building facility located upon the Sinclair Property and the Condominium Building located on the Condominium Property are constructed above a multi-level parking facility that serves both the Office Building and the Condominium Property.

F. The Reciprocal Easement Agreement concerned, among other things, the parking rights of the owner of the Sinclair Property and the owner(s) of the Condominium Property in that shared parking facility.

G. Sinclair and the Association have, pursuant to a certain Agreement between them dated Nov 13, 1993, agreed to change and supplement the Reciprocal Easement Agreement in various respects as prescribed herein.

NOW THEREFORE, for such purposes and in consideration of the mutual promises and covenants contained herein and in said Agreement, the parties hereto agree to amend and supplement the Reciprocal Easement Agreement as follows:

1. Parking.

(a) Definitions. For purposes of this First Amendment and Supplementary Agreement, the following terms shall have the meanings prescribed below:

(1) "Level P-1," as used herein, shall mean and refer to the parking facilities located at ground level beneath the Office Building on the Sinclair Property and beneath the Condominium Building on the Condominium Property, as those parking areas are presently constructed and configured. Level P-1 is the top parking level and has from time to time been referred to as the "concourse" parking level.

(2) "Level P-2," as used herein, shall mean and refer to the parking facilities beneath the Office Building and the Condominium Building, as the same are presently constructed and configured, which are located upon the parking level immediately below Level P-1.

(3) "Level P-3," as used herein, shall mean and refer to the parking facilities beneath the Office Building and the Condominium Building, as the same are presently constructed and configured, which are located upon the parking level immediately below Level P-2.

(4) "Delivery Area," as used herein, shall mean and refer to the area located on the same level as Level P-1 and which is located to the north of the Condominium Building, as more particularly identified on Exhibit "A" hereto.

(b) Level P-1. The Association on behalf of the Owners, and not Sinclair, owns and has the exclusive right to use all of the parking stalls and area located on that portion of Level P-1 shown on Exhibit "B" hereto (said area being generally located beneath the Condominium Building and containing approximately twenty-two (22) parking stalls). Sinclair, and not the Association or Owners, owns and has the exclusive right to use all of the parking stalls located on Level P-1 excepting only (1) those parking stalls and area shown on Exhibit "B" hereto and (2) the right, as prescribed below, to utilize the Delivery Area.

(c) Level P-2. Sinclair, and not the Association or Owners, owns and has the exclusive right to use all of the parking stalls located on Level P-2.

(d) Level P-3. The Association and Owners, and not Sinclair, own and have the exclusive right to use all of the area and parking stalls located on Level P-3.

(e) Owners' Non-Usage of Sinclair's Parking Areas. Except as provided in paragraph 1(h) below, neither the Owners nor their visitors and invitees shall park in any of the parking stalls owned by Sinclair (as identified in this section 1), including before business hours, after business hours, and on weekends, or for any reason, and in the event that any Owners or their visitors do so, Sinclair shall have the right to ticket, disable, or tow such improperly parked vehicles in accordance with applicable law.

(f) Sinclair's Non-Usage of Owners' Parking Areas. Neither Sinclair, its employees, visitors, nor invitees shall park in any of the parking stalls owned by the Owners (as identified in this section 1) at any time or for any reason, and in the event that they do so, the Association shall have the right to ticket, disable, or tow such improperly parked vehicles in accordance with applicable law.

(g) Delivery Area. Neither the Owners, their invitees and visitors, Sinclair, its employees, nor its invitees or visitors may park in the Delivery Area. The Delivery Area shall be reserved for parking of vehicles used by persons that stop only briefly to make deliveries to or pickups from either the Sinclair Property or the Condominium Property. No vehicles shall be parked in the Delivery Area unless they are actually making deliveries or pickups. Either the Association or Sinclair may police the Delivery Area to ensure that parties do not park vehicles there for in excess of five minutes; provided, however, that moving vans or trucks and commercial delivery vehicles may park in the Delivery Area for more than five minutes, as reasonably required. Either the Association or Sinclair shall be permitted to install reasonable signage to advise users of the requirement that the Delivery Area may be used only for deliveries and only for less than five minutes, excepting moving vans, trucks or commercial vehicles. This subsection 1(g) is intended to limit and restrict the use of the Delivery Area only. Nothing contained in this subsection 1(g) shall be construed to limit or restrict the use of any part of the "Vehicular Common Area" (as defined in the Reciprocal Easement Agreement) for the purposes prescribed therein, including without limitation use for delivery, loading, and unloading when reasonably required therefor.

(h) Parking During Atrium Events. Notwithstanding any provision to the contrary contained herein, the Association and Owners shall have a nonexclusive and limited right to use Sinclair's parking for events and functions that utilize the atrium facility at the Condominium Property ("atrium events") within the following guidelines:

(1) The Association shall have the right to use Sinclair's parking after 5:00 p.m. and on weekends free of charge for a maximum of eight atrium events per calendar year on thirty days' advance written notice.

(2) Although the Association shall not have any right to use Sinclair's parking for atrium events in excess of eight times per calendar year, the Association may from time to time request in writing Sinclair's permission to use Sinclair's parking for additional atrium events. Sinclair shall have the right to permit or not permit such use in its sole discretion. In the event that Sinclair permits in writing such parking, the Association shall, prior to such event, pay to Sinclair \$250.00 per event to compensate Sinclair for the use of its parking.

(3) Atrium events utilizing Sinclair's parking must be noncommercial events for the Owners and their families, including children and grandchildren.

(4) The Association must have at least one security person to control the parking during each atrium event and to maintain security and order in the parking area. Such security person shall be either uniformed or shall wear an orange vest to identify the security person as such.

(5) The Association must clean up any debris or mess in Sinclair's parking area resulting from the atrium event. Such cleanup shall be performed by 7:00 a.m. if the following day is a Monday, Tuesday, Wednesday, Thursday or Friday, and by 9:00 a.m. if the following day is a Saturday or Sunday. In the event the Association fails to adequately and properly clean Sinclair's parking area, Sinclair may do so and bill the Association for such work. Such bill shall be promptly paid by the Association.

(1) Unauthorized Parking. The parties agree to take reasonable steps within their control to prevent unauthorized use of any of the parking on Level P-1, Level P-2, or Level P-3.

2. Security Door. Sinclair shall have the right to install a reasonable security door between Level P-1 and Level P-2 to limit access to Level P-2 and Level P-3 to Sinclair's personnel and invitees or visitors and the Owners and their invitees or visitors. Sinclair shall afford the Owners 24-hour access through any security door. Sinclair shall afford the Owners the same reasonable access methods to pass through such security door as are afforded to any Sinclair personnel. The Association shall have equal control with Sinclair of the security door. The security door and facilities shall be installed at Sinclair's expense.

3. Garbage Dumpsters. The Association has two garbage dumpsters that are generally located on Level P-3 to receive garbage and other refuse. The Association presently pulls its dumpsters up from Level P-3 to the Delivery Area for dumping. Sinclair desires that the Association not place its dumpsters in the Delivery Area. Sinclair hereby grants to the Association the right to place its two dumpsters in the area presently utilized by Sinclair for its own dumpster(s) (i.e., on the west side of the exit driveway which lies to the west of the Sinclair Property) for dumping purposes. The Association shall remove its dumpsters from that area within a reasonable time after the dumpsters have been dumped.

4. Amendment of Exhibit "B". Exhibit "B" to the original Reciprocal Easement Agreement shall be amended by substituting the following for said Exhibit "B" in its entirety:

EXHIBIT "B"

Parking Spaces Included in Vehicular Easements

<u>Level</u>	<u>Office Owner</u>	<u>Condominium Owner</u>
P-1 [Concourse]	all spaces except 22 spaces owned by Condominium Owner	22
P-2	all spaces	0
P-3	0	all spaces

5. Effect of Amendment. The provisions of this First Amendment and Supplementary Agreement shall govern over any conflicting terms or provisions contained in the Reciprocal Easement Agreement, and the parties' rights and obligations under this First Amendment and Supplementary Agreement shall not be

subject to supplementation, amendment or modification except through a written agreement which is executed by both parties. Except to the extent changed by this First Amendment, the terms of the Reciprocal Easement Agreement shall remain in full force and effect.

6. Covenants to Run with Land. The covenants contained herein benefit and burden both the Condominium Property and the Sinclair Property as set forth herein, and said covenants shall be deemed to run with the land and bind all future owners of all or part of the Condominium Property and the Sinclair Property.

EXECUTED the day and year first above written.

"Sinclair":

SINCLAIR OIL CORPORATION,  
a Wyoming corporation

By: Christian N. Peterson  
Its: DIRECTOR OF REAL ESTATE

"Association":

THE GOVERNOR'S PLAZA CONDOMINIUM  
OWNERS ASSOCIATION,  
a Utah nonprofit corporation

By: Its Board of Trustees

Bob Smith  
Trustee

Fredric D. Reed  
Trustee

[Signature]  
Trustee

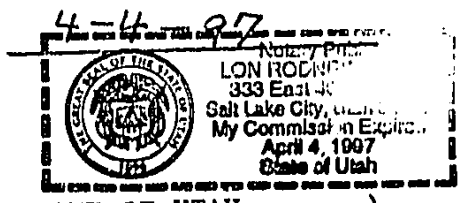
Paul J. Martin  
Trustee

[Signature]  
Trustee

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

The foregoing instrument was acknowledged before me this 20 day of Dec, 1993 by Christian N. Peterson as Director of Real Estate and on behalf of Sinclair Oil Corporation, a Wyoming corporation.

My Commission Expires:



[Signature]  
Notary Public  
Residing at: Salt Lake City, Ut

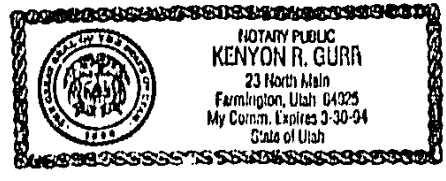
STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 13 day of November, 1993 by D. R. SMITH as Trustee of the Board of Trustees of The Governor's Plaza Condominium Owners Association, a Utah nonprofit corporation.

My Commission Expires:

3-30-94

[Signature]  
Notary Public  
Residing at: Salt Lake City, Utah



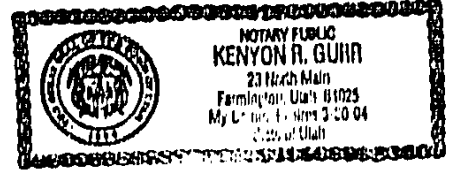
STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 13 day of November, 1993 by FREDRIC D. REED as Trustee of the Board of Trustees of The Governor's Plaza Condominium Owners Association, a Utah nonprofit corporation.

My Commission Expires:

3-30-94

[Signature]  
Notary Public  
Residing at: Salt Lake City, Utah



BK6846PG1633



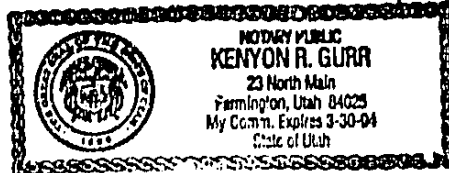
STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 13 day of November, 1993 by KENT BLINEBAUGH as Trustee of the Board of Trustees of The Governor's Plaza Condominium Owners Association, a Utah nonprofit corporation.

My Commission Expires:

3-30-94

Kenyon R Gurr  
Notary Public  
Residing at: Salt Lake City, Utah



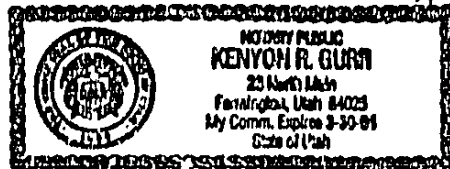
STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 15 day of NOVEMBER, 1993 by DAVID E. MARTIN as Trustee of the Board of Trustees of The Governor's Plaza Condominium Owners Association, a Utah nonprofit corporation.

My Commission Expires:

3-30-94

Kenyon R Gurr  
Notary Public  
Residing at: Salt Lake City, Utah



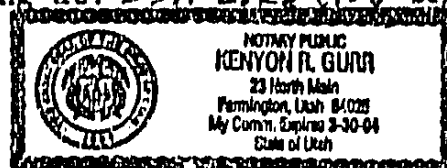
STATE OF UTAH )  
 ) ss.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 21 day of NOVEMBER, 1993 by WALLY J. JOHNSON as Trustee of the Board of Trustees of The Governor's Plaza Condominium Owners Association, a Utah nonprofit corporation.

My Commission Expires:

3-30-94

Kenyon R Gurr  
Notary Public  
Residing at: Salt Lake City, Utah



BK6846PG1634

BK5846PG1635

The "Delivery Area," as defined in the document to which this Exhibit is attached, includes the two cross-hatched areas shown on this Exhibit.

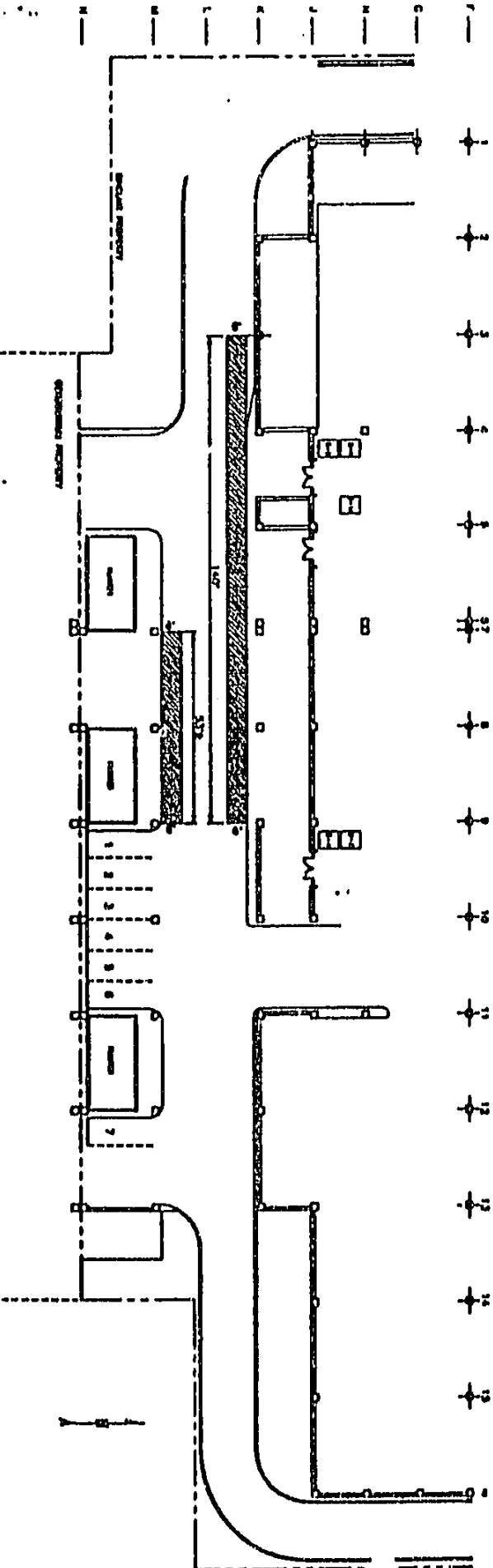


EXHIBIT "A"

BK6846PG1637

NOT LEGIBLE FOR MICROFILM  
CO. RECORDS

BK 6846 PG 1636

Parking stalls and area owned by Association  
on behalf of Condominium Owners (enclosed by  
dashed line)

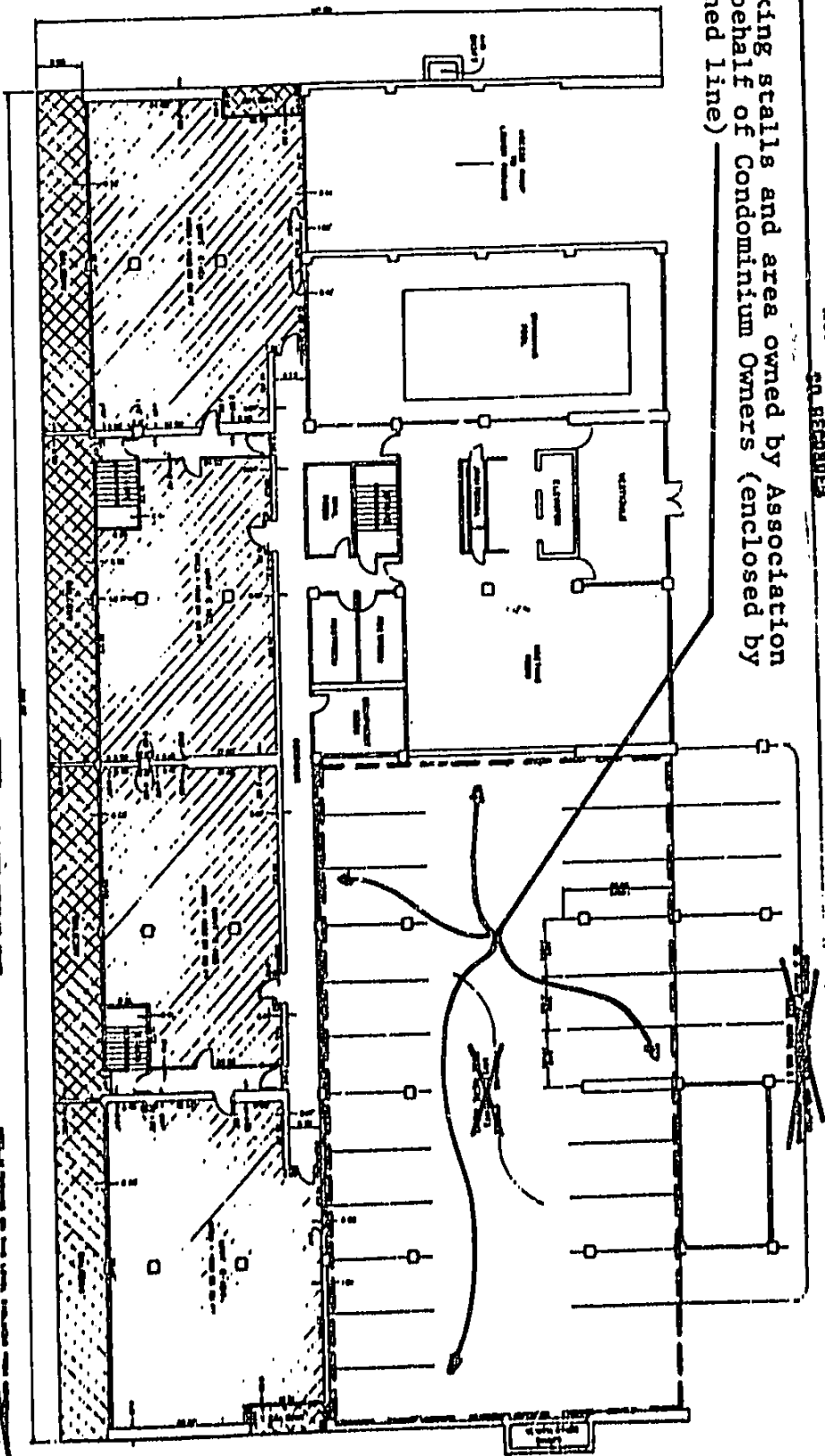


EXHIBIT "B"

GOVERNOR'S PLAZA  
CONDOMINIUM



CONCOURSE LEVEL

P/S

P/S ASSOCIATES, INC.  
Architects and Engineers  
1000 15th St., Suite 1000  
San Francisco, CA 94102  
Tel. 415.774.1100

SHEET NO. 5 / 8  
 GOVERNOR'S PLAZA  
 CONDOMINIUM  
 ARCHITECT: P/S ASSOCIATES, INC.  
 ENGINEER: ELLIOTT CLAY LUTEN  
 DATE: 1/15/84  
 837-25