

EMG/23228-#52
04/10/86

**SECOND AMENDMENT TO CROSS-EASEMENT,
UTILITIES SERVICES, AND INSURANCE AGREEMENT**

THIS AGREEMENT, made this 15th day of April, 1986
among GATEWAY TOWERS CONDOMINIUM ASSOCIATION, INC. ("Residential"), a
Pennsylvania non-profit corporation, DUQUESNE PARTNERS, L.P. ("Commercial"), a
Delaware limited partnership, and SAMUEL RAPPAPORT FAMILY PARTNERSHIP
("Owner"), a Pennsylvania limited partnership.

WITNESSETH

WHEREAS, Gateway Capital, Inc., a Georgia corporation, Residential and
Three Rivers Capital, Inc. entered into a Cross-Easement, Utilities Services, and Insur-
ance Agreement dated June 19, 1979, and recorded on June 22, 1979 in the Office of the
Recorder of Deeds of Allegheny County, Pennsylvania, in Deed Book Volume 6122, Page
911 and a First Amendment to Cross-Easement, Utilities Services, and Insurance Agree-
ment dated January 27, 1982, and recorded on January 28, 1982 in the Office of the
Recorder of Deeds of Allegheny County, Pennsylvania, in Deed Book Volume 6436, Page
623 (said Agreement and First Amendment being hereinafter collectively referred to as
the "Cross-Easement Agreement");

WHEREAS, Gateway Capital, Inc. no longer has any interest in the Cross-
Easement Agreement and Commercial is the successor-in-title to the interest of Three
Rivers Capital, Inc. under the Cross-Easement Agreement;

WHEREAS, contemporaneously herewith Commercial is transferring and
assigning its right, title and interest to the real property which is the subject of this
Second Amendment to Owner;

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WHEREAS, Association and Commercial wish to amend the Cross-Easement Agreement further, with the consent of Owner;

NOW, THEREFORE, in order to effect such amendment and for and in consideration of the promises and the mutual covenants and conditions herein contained, Association, Commercial and Owner, each intending to be legally bound and to bind their respective successors, members, partners, heirs, personal representatives, successors-in-title and assigns, hereby covenant and agree as follows:

1.

Section 4.3 of the Cross-Easement Agreement is further amended by the addition at the end thereof of the following:

"The owners and occupants of the Residential Area and their employees further have an exclusive (except as otherwise expressly provided in prior documents of record, including the Declaration of Condominium of Gateway Towers Executive Office Condominium recorded on December 23, 1982 in Deed Book 6584, page 552 as amended (the "Declaration") and as hereinafter expressly provided) easement for use of the rooms on the basement floor of the Building which are shaded and designated as "Manager's Office", "MTR", "WTR", "Association Supply", "Workshop" and "Maintenance Supervisor" on Exhibit "A". Said easement with respect to each room shaded on Exhibit "A" shall exist with respect to any such room only as long as Residential or its agents use such room for the purpose set forth below beside each such room and in such a way as does not materially interfere with Commercial's use of surrounding space except that Residential may maintain the existing security system and double locked doors, or replacements thereof.

<u>ROOM</u>	<u>PURPOSE</u>
Manager's Office	Management Office for Residential
MTR	Locker Room, Lounge, Lunchroom and Toilet Room for Male Employees of Residential
WTR	Locker Room, Lounge, Lunchroom and Toilet Room for Female Employees of Residential
Residential Supply	Storage Area for Residential Use
Workshop	Maintenance Shop for Residential Use
Maintenance Supervisor	Maintenance Shop and Office for Residential Use.

The Cross-Easement Agreement remains in full force and effect as herein further amended and shall bind and inure to the benefit of Residential, Commercial and Owner and their respective successors, members, partners, heirs, personal representatives, successors-in-title and assigns.

2.

The grant of the easement set forth in paragraph 1 above is subject to prior documents of record, including the Declaration, and is further subject to the following easements which Commercial and Owner expressly reserve for the benefit of the Garage as defined in the Declaration:

- (a) A non-exclusive easement for pedestrian ingress and egress along the hallway of the C-level, as defined in Exhibits "E" and "F" to the Declaration; and
- (b) The non-exclusive easement to use the toilet facilities in the rooms labelled MTR and WTR on Exhibit "A" attached hereto. This easement does not include the right to use the locker facilities, lounge facilities or the lunchroom areas in said rooms; and
- (c) Non-exclusive easements and rights of way as are necessary and desirable to accommodate all existing pipes, ducts, cables, conduits, public utility lines,

ventilation shafts, elevator openings and shafts, mail shutes, incinerator shafts, stairwells and every other facility of every kind and nature which passes through or enters the C-level or the Garage for the providing of said services for the benefit of the Garage and the means of ingress and egress thereto, together with an easement to enable the owners and occupants of the Garage to maintain, repair, replace, alter and supplement all of such facilities without any necessity for the owners and occupants of the Garage to request or obtain any additional easement or right of way for the providing of utilities services or means of ingress or egress; and

(d) Non-exclusive easements or rights of way as are necessary to permit the owners and occupants of the Garage access to all machinery or mechanical rooms on the C-level which service the Garage for the purpose of maintaining, servicing and repairing, replacing, altering and supplementing such machines and mechanical systems without any necessity for the owners and occupants of the Garage to request or obtain any additional easements or rights of way for such purposes; and

(e) To the extent necessary a free, uninterrupted and perpetual easement for structural support, both adjacent and lateral over, upon and against the C-level; and

(f) If any part of the Garage encroaches on the C-level or the Condominium as defined in the Declaration for any reason other than the intentional or negligent act of any owner or occupant of the Garage, then an easement for that encroachment and the maintenance thereof shall exist for as long as the encroachment shall exist. In addition, if any part of the Garage is partially or totally destroyed and rebuilt and any part thereof that encroaches upon any part of the C-level or the Condominium, an easement for that encroachment and the maintenance thereof shall exist for as long as the encroachment shall exist provided that such encroachment does not unreasonably interfere with the use and enjoyment of the C-level and the Condominium; and

(g) A non-exclusive easement for use of the loading dock in the C-level.

3.

Commercial and Owner agree that any addition or withdrawal of real estate pursuant to Article XV or Article XVI of the Declaration will be subject to this Agreement.

IN WITNESS WHEREOF, Residential, Commercial and Owner have executed this Second Amendment as of the day and year first above written.

GATEWAY TOWERS CONDOMINIUM
ASSOCIATION, INC.

By: William Fortey
President

Attest: S.A. Stepanian
Secretary

DUQUESNE PARTNERS, L.P.

Witness: Robert H. Chung

By: [Signature]
General Partner

SAMUEL RAPPAPORT FAMILY
PARTNERSHIP

Witness: [Signature]

By: [Signature]
General Partner

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Milton Porter and Steven A. Stepanian II, as President and Secretary, respectively, of Gateway Towers Condominium Association, Inc., a Pennsylvania non-profit corporation, to me well known to be the person described in and who executed the foregoing instrument and acknowledged the execution thereof to be their free act and deed as such officers and as the free act and deed of said corporation for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation.

Witness my hand and official seal in the county and state aforesaid mentioned this 14th day of April, 1986.



My Commission Expires

Notary Public
Allegheny County, Pa.

My Commission Expires Oct. 14, 1986

W. J. Vickery
Notary Public

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)
Shila

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to take acknowledgments, *Paul W. Jensen* as General Partner of Duquesne Partners, L.P., a Delaware limited partnership, to me well known to be the person described in and who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed as such General Partner and as the free act and deed of said limited partnership for the uses and purposes therein mentioned.

Witness my hand and official seal in the county and state aforesaid this *15th* day of *April*, 198*6*.

Loretta A. McFarland
Notary Public

LORETTA A. MCFARLAND
Notary Public, Phila. Phila. Co.
My Commission Expires July 11, 1987

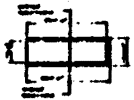
COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)
Shila

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to take acknowledgments, *Samuel Rappaport* as General Partner of Samuel Rappaport Family Partnership, a Pennsylvania limited partnership, to me well known to be the person described in and who executed the foregoing instrument and acknowledged the execution thereof to be his free act and deed as such General Partner and as the free act and deed of said limited partnership for the uses and purposes therein mentioned.

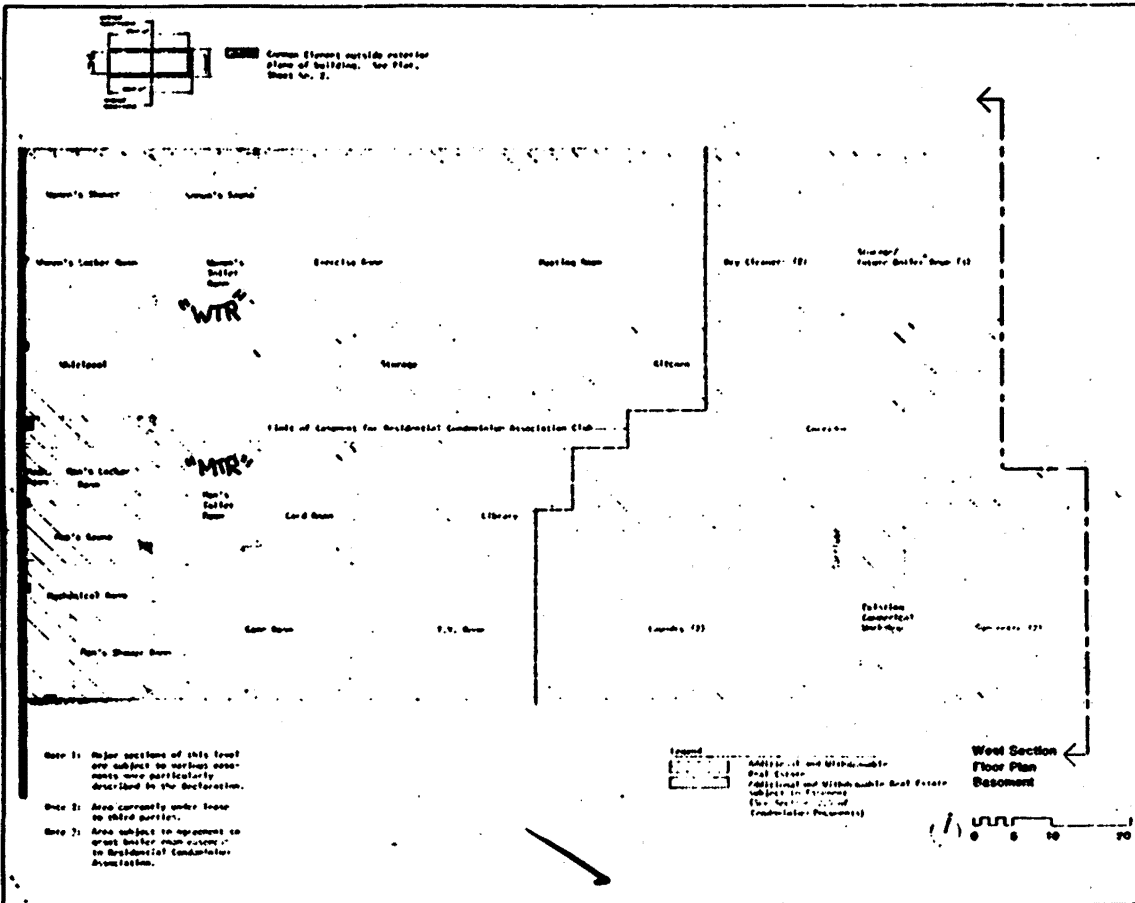
Witness my hand and official seal in the county and state aforesaid this *15th* day of *April*, 198*6*.

Loretta A. McFarland
Notary Public

LORETTA A. MCFARLAND
Notary Public, Phila. Phila. Co.
My Commission Expires July 11, 1987

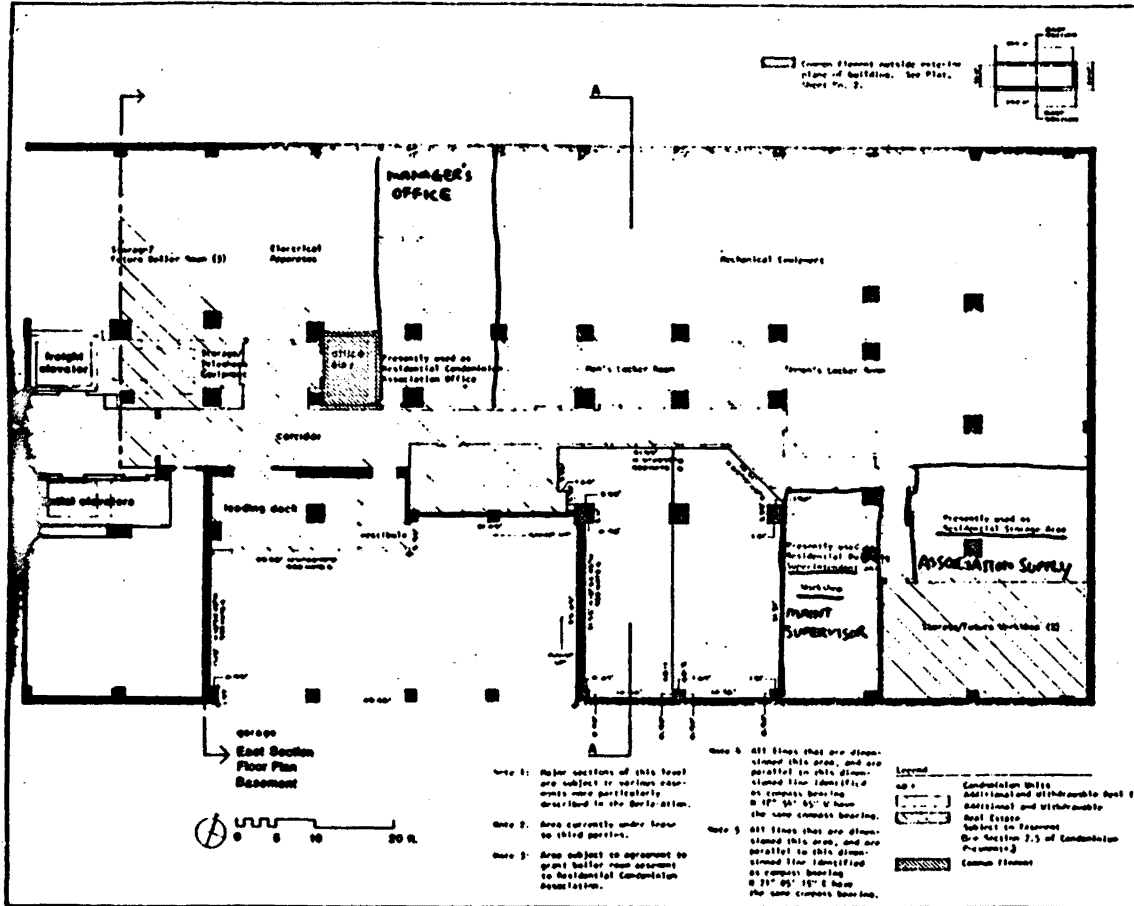


Common Element outside exterior
plane of building. See Plan,
Sheet No. 2.



GATEWAY TOWERS EXECUTIVE OFFICE COMMUNITIES, L.P.
1999

EXHIBIT A (Page 1) VOL 7290 PAGE 74



EAST SECTION FLOOR PLAN
 BASEMENT OFFICE
 CONDOMINIUM

DRAWING NO. 4
 4

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Exhibit A - Page 2

APR. 29 86 41720

SECOND AMENDMENT TO
LEASE-EASEMENT, UTILITIES
SERVICES, AND INSURANCE
AGREEMENT

FROM
GATEWAY TOWERS,
CONDOMINIUM ASSOCIATION, INC. AND
DUQUESNE PARTNERS, L.P.

TO
STUCCO ANTHONY FAMILY
PARTNERSHIP

22 59
783
SD

WHITE
LOR ETIA Mc PARMENTO
260 South 15TH Street
Pittsburgh, PA 15102

ERIC F. JOHNSON
TRIAL ATTORNEY
1034 FIFTH AVENUE
PITTSBURGH, PENNSYLVANIA 15219
(412) 391-3639

P. O. Mail Co., 437 Fourth Avenue, Pittsburgh, Pa. 15219

RECORDER OF DEEDS
ALLEGHENY COUNTY, PA
APR 29 2 53 PM '86

STATE OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) S.S.

RECORDED IN THE OFFICE FOR THE RECORDING OF
DEEDS, ETC. IN AND FOR THE SAID COUNTY, ON THE 29th
DAY OF APR 11..... A.D., 19 86 IN... Deed.....
BOOK VOL. 7290..... PAGE 57. WITNESS MY HAND AND
SEAL OF SAID OFFICE, THE DAY AND YEAR AFORESAID.

Michael J. [Signature]..... RECORDER

