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 3/30/2011 2:50:00 PM \$18.00
 Book - 9914 Pg - 8453-8456
 Gary W. Ott
 Recorder, Salt Lake County, UT
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When Recorded Mail To:

Stutzman, Bromberg, Esserman & Plifka,
 A Professional Corporation
 2323 Bryan Street, Suite 2200
 Dallas, Texas 75201
 Attn: Kenneth F. Plifka

**SECOND AMENDMENT TO DECLARATION OF
EASEMENTS AND PARKING AGREEMENT**

THIS SECOND AMENDMENT TO DECLARATION OF EASEMENTS AND PARKING AGREEMENT (this "Amendment") is made as of this 3rd day of January, 2011, by JAMES CAMPBELL COMPANY LLC, a Delaware limited liability company ("Owner").

RECITALS:

A. Union Park II Associates ("Union II") and Union Park IIA Associates ("Union IIA") executed that certain Declaration of Easements and Parking Agreement dated October 25, 1985, recorded in Book 5704, Page 2653, Real Property Records, Salt Lake County, Utah, as amended by that certain Amendment to Declaration of Easements and Parking Agreement dated June 30, 1987, recorded in Book 5938, Page 644, Real Property Records, Salt Lake County, Utah* and creating certain easements and other rights against the real property and improvements more particularly described therein. Such Declaration of Easements and Parking Agreement, as so amended, is referred to herein as the "Easement Agreement" and, unless otherwise defined herein, all initially capitalized terms will have the respective meanings assigned thereto in the Easement Agreement. *and more particularly described on the attached Exhibit "A", which is made a part hereof

B. Owner, as the current record owner of both Tract A and Tract B, desires to modify the Easement Agreement in certain respects, all as more particularly set forth in this Amendment.

NOW THEREFORE, for and in consideration of the recitals set forth above and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Owner does hereby agree as follows:

1. Parking. Section 4 of the Easement Agreement shall be and hereby is deleted in its entirety. The parking easement and other rights granted against Tract B and set forth in Section 4 of the Easement Agreement shall be and are of no further force and effect.
2. Miscellaneous. The Easement Agreement, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect.

SECOND AMENDMENT TO DECLARATION OF EASEMENTS AND PARKING AGREEMENT - PAGE 1 OF 3

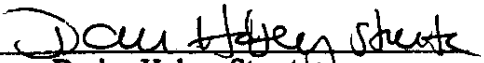
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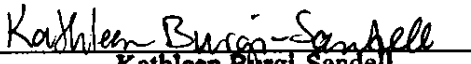
LR 5/17/11

IN WITNESS WHEREOF, this Amendment has been executed as of (but not necessarily on) the date and year first above written.


OWNER:

JAMES CAMPBELL COMPANY LLC,
a Delaware limited liability company

By: 
Name: Dorine Holsey Streete
Title: Executive Vice President
Real Estate Investment Management

By: 
Name: Kathleen Burgi-Sandell
Title: Vice President
Regional Manager

Approved As To Form for Owner:


Stutzman, Bromberg, Esserman & Plifka,
A Professional Corporation

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco }

On 1/27/2011 before me, Kathie Theresa Chan Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kathleen Bugi Sandell and Darine Holsung Streeter
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Kathie Theresa Chan
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

EXHIBIT "A"

TRACT A:

Beginning at a point on the Southwesterly right-of-way line of the freeway access road known as Project No. I-415-9 (4) 297 in the official documents of the Utah Department of Transportation, said point of beginning being South 89°52'20" West along the Section line 1745.49 feet and South 139.16 feet and South 53°17'17" East 223.95 feet from the Northeast corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 53°17'17" West along said Southwesterly right-of-way line 223.95 feet to a point of curve of a 883.51 foot radius curve to the right; thence Northwesterly along the arc of said curve and right-of-way line through a central angle of 3°15'10" a distance of 50.16 feet; thence South 39°57'53" West along said right-of-way line 80.67 feet; thence South 16°58' East 358.27 feet; thence North 36°42'43" East 100.32 feet; thence North 53°17'17" West 10.00 feet; thence North 36°42'43" East 191.00 feet to the point of beginning.

LESS AND EXCEPTING THEREFROM the following:

Beginning at a point which is South 89°52'20" West along the Section line 1745.49 feet and South 139.16 feet and South 53°17'17" East 223.95 feet and South 36°42'43" West 191.00 feet and South 53°17'17" East 10.00 feet from the Northeast corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 36°42'43" West 100.32 feet; thence North 16°58' West 9.185 feet; thence North 36°42'43" East along the North line of a 0.70 foot retaining wall 94.88 feet; thence South 53°17'17" East 7.40 feet to the point of beginning.

TRACT B:

Beginning at a point on the Southwesterly right-of-way line of the Freeway Access Road known as Project No. 1-415-9 (4) 297 in the official documents of the Utah Department of Transportation, said point of beginning being South 89°52'20" West along the Section line 1745.49 feet and South 139.16 feet and South 53°17'17" East 542.88 feet from the Northeast corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence North 53°17'17" West along said Southwesterly right of way line 318.93 feet; thence South 36°42'43" West 191.00 feet; thence South 53°17'17" East 2.60 feet; thence South 36°42'43" West 94.88 feet; thence South 16°58'00" East 458.705 feet to a point on a 540.00 foot radius curve to the left on the Northerly line of property deeded to Salt Lake City for the East Jordan Canal; the center of said curve lies North 12°09'08" West from said point; thence Northeasterly along the arc of said curve and Northerly line through a central angle of 9°52'15" a distance of 93.03 feet; thence North 24°05'00" East 494.57 feet to the point of beginning.

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[For reference purposes only: Tax Parcel Nos. 22-29-201-016 (Tract A) and 22-29-201-018 (Tract B).]