

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

12262976
4/20/2016 10:40:00 AM \$20.00
Book - 10422 Pg - 7656-7661
Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 6 P.

William M. Grosse
Foursquare Properties, Inc.
5850 Avenida Encinas, Suite A
Carlsbad, CA 92008

21-29-376-004

SPACE ABOVE THIS LINE FOR RECORDER'S USE)

FIRST AMENDMENT TO EASEMENT AGREEMENT

This First Amendment to Easement Agreement (this "Amendment") is entered into this 18 day of April, 2016 (the "Effective Date") by and between CAMPUS VIEW, LLC, a Delaware limited liability company ("Campus View") and JL OFFICE ONE ASSOCIATES, LLC, a Utah limited liability company ("Associates"), as successor in interest to THE PARK AT JORDAN LANDING, LLC, a Utah limited liability company ("The Park"). Associates and Campus View are sometimes hereinafter referred to individually as a "Party" and collectively as "Parties".

RECITALS

WHEREAS, The Park and Campus View entered into that certain document entitled Easement Agreement, dated August 17, 2012, which document was recorded in the Salt Lake County Recorder's Office on August 20, 2012, 2006, as Entry Number 11454330 (the "Original Easement Agreement"), which relates to the real property described on Exhibit C attached hereto and made a part hereof.

WHEREAS, capitalized terms used but not otherwise defined herein shall have the same meanings as are set forth for such terms in the Original Easement Agreement.

WHEREAS, the Parties desire to amend the Original Easement Agreement as provided herein.

NOW THEREFORE, in consideration of the foregoing, the Parties hereby agree as follows:

1. Exhibit C to the Original Easement Agreement is hereby deleted in its entirety and Exhibit C attached hereto is substituted in lieu thereof for all purposes under the Original Easement Agreement.

2. This Amendment may be executed in counterparts each of which shall be deemed an original.
3. This Amendment shall inure for the benefit of and shall be binding on each of the Parties and their respective successors and/or assigns.
4. Each individual executing this Amendment does thereby represent and warrant to each other person so signing (and to each other entity for which such other person may be signing) that he or she has been duly authorized to deliver this Amendment in the capacity and for the entity set forth where she or he signs.

[SIGNATURE AND NOTARY PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the last date set forth under the signatures of the Parties below.

CAMPUS VIEW, L.L.C.

a Delaware limited liability company

By: **CAMPUS VIEW ASSOCIATES, L.L.C.,**
a Utah limited liability company

By:


William M. Grosse
Executive Committee Member

Date:

4-18-16

JL ONE OFFICE ASSOCIATES, L.L.C.

a Utah limited liability company

By:


William M. Grosse
Executive Committee Member

Date:

4-18-16

ACKNOWLEDGMENT – Campus View

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On 4-18-, 2016, before me Jean E. Hendrick, a Notary Public, personally appeared
William M. Grasse

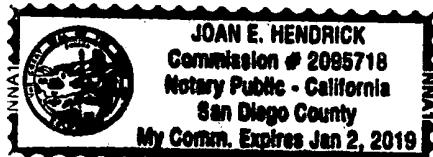
_____ who proved to me on the Basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s)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

Signature: Joan E Hendrick
Notary Public

(SEAL)



ACKNOWLEDGMENT – Associates

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On 4-18- 2016, before me Joan E. Hendrick a Notary Public, personally appeared
William M. Grose

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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.

Signature: Joan E. Hendrick
Notary Public

(SEAL)



EXHIBIT C
LEGAL DESCRIPTION OF THE EASEMENT AREA

Easement Area

A STORM DRAIN EASEMENT LOCATED IN THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY LINE OF JORDAN LANDING RETAIL VI SUBDIVISION AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2009P AT PAGE 87. SAID POINT BEING SOUTH 89° 57'25" EAST ALONG THE SECTION LINE 1383.16 FEET AND NORTH 1388.05 FEET FROM THE SOUTHWEST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. SAID POINT ALSO BEING ON 565.00 FOOT RADIUS CURVE TO THE RIGHT AND RUNNING THENCE NORTHEASTERLY ALONGSAID 565.00 FOOT RADIUS CURVE THROUGH AN ANGLE OF 01° 00' 51" (CHORD BEARS NORTH 37° 49' 18" EAST 10.00 FEET) A DISTANCE OF 10.00 FEET; THENCE SOUTH 51° 53' 07" EAST 17.37 FEET; THENCE SOUTH 65° 04' 00" EAST 173.83 FEET; THENCE SOUTH 03° 54' 04" WEST 45.86 FEET; THENCE SOUTH 15° 46' 30" WEST 113.44 FEET; THENCE SOUTH 85° 25' 09" EAST 3.83 FEET; THENCE SOUTH 04° 34' 51" WEST 12.00 FEET; THENCE SOUTH 73° 59' 54" EAST 11.89 FEET; THENCE, SOUTH 85° 24' 38" EAST 147.11 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF SAID JORDAN LANDING RETAIL VI SUBDIVISION SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT 766.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG SAID 766.00 FOOT RADIUS CURVE THROUGH A CENTRAL ANGLE OF 01° 07' 32.6" (CHORD BEARS SOUTH 00° 04' 33" EAST 15.05 FEET) A DISTANCE OF 15.05 FEET; THENCE NORTH 85° 24' 38" WEST 159.99 FEET; THENCE SOUTH 04° 34' 51" WEST 226.64 FEET; THENCE NORTH 85° 25' 09" WEST 105.00 FEET; THENCE NORTH 04° 34' 51" EAST 256.00 FEET; THENCE SOUTH 85° 25' 09" EAST 90.97 FEET; THENCE NORTH 15° 46' 30" EAST 114.38 FEET; THENCE NORTH 03° 54' 04" EAST 37.95 FEET; THENCE NORTH 65° 04' 00" WEST 168.11 FEET; THENCE NORTH 51° 53' 07" WEST 18.48 FEET TO THE POINT OF BEGINNING;

CONTAINING 32,732 SQUARE FEET