

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

THE KRASNOVE LAW FIRM
3838 Carson Street, Suite 210
Torrance, California 90503
Attention: Edward Krasnove, Esq.

12263097
4/20/2016 12:30:00 PM \$27.00
Book - 10422 Pg - 8372-8378
Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 7 P.

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

FIRST AMENDMENT TO EASEMENT AGREEMENT

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

RECITALS

WHEREAS, Campus View and The Park entered into that certain document entitled Easement Agreement, dated December , 2006 (the blank date is in original document), which document was electronically recorded in the Salt Lake County Recorder's Office on December 22, 2006, as Entry Number 9949761 (the “**Original Easement Agreement**”), which relates to the real property described on Exhibit A and Exhibit A-1 attached to 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:

AGREEMENT

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Section 5 of the Originally Easement Agreement is hereby amended as follows:

“5. No Build Area. The Park agrees that except for the roadway to be constructed by Campus View pursuant to the terms of this Agreement, no walls, fences, improvements, obstructions or barriers of any kind (whether temporary or permanent) shall be constructed, erected or permitted by The Park within the portion of the Park Property located within the Easement Area, other than parking facilities, (light standards, signage, curb, curb and gutter and paving) which may encroach into the easement area a maximum of 10 feet, said encroachment is not intended to allow a continuous encroachment but an occasional encroachment to facilitate in the functional layout of the parking facilities as well as to accommodate the parking lot lights and signs. The Park further grants to Campus View, its successors and assigns, and its and their contractors, agents and employees, the right to keep the portion of the Park Property located within the Easement Area free from buildings, equipment, brush, combustible material and any and all other obstructions of any kind and the right to trim or remove any tree, shrub, root or vine which in the opinion of Campus View may endanger the Road Improvements or the Utility Facilities, or any part thereof, or interfere with the exercise of the rights herein granted. Campus View agrees that except for the roadway it will construct pursuant to the terms of this Agreement, no walls, fences, improvements, obstructions or barriers of any kind (whether temporary or permanent) shall be constructed, erected or permitted by Campus View within the portion of the Campus View Property located within the Easement Area, other than parking facilities, (light standards, signage, curb, curb and gutter and paving) which may encroach into the easement area a maximum of 10 feet, said encroachment is not intended to allow a continuous encroachment but an occasional encroachment to facilitate in the functional layout of the parking facilities as well as to accommodate the parking lot lights and signs.”

1. This Amendment may be executed in counterparts each of which shall be deemed an original.
2. This Amendment shall inure for the benefit of and shall be binding on each of the Parties and their respective successors and/or assigns.
3. 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 Joan E. Hendrick, a Notary Public, personally appeared
William M. Grosse

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. Groves

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)



EXHIBIT A

LEGAL DESCRIPTION OF THE CAMPUS VIEW PROPERTY

All of Lot 5C of Third Amendment to Jordan Landing II Final Plat Subdivision, in Book 2003, at Page 150, on file in the office of the Salt Lake County Recorder.

21-29-376-004
21-29-376-008
21-29-376-007
21-29-376-006
21-29-376-005

EXHIBIT A

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PARK PROPERTY

All of Lot 5D of Third Amendment to Jordan Landing II Final Plat Subdivision, in Book 2003, at Page 150, on file in the office of the Salt Lake County Recorder.

21-29-351-020
21-29-351-022
21-29-351-021
21-29-351-024
21-29-351-025
21-29-351-023

EXHIBIT A-1

C2:FoursquareProperties/Campus View/Easements/Easement Agreement

BK 10422 PG 8378