

WHEN RECORDED, RETURN TO:

Thomas E. Dixon  
Fikso Kretschmer Smith Dixon Ormseth PS  
2025 First Avenue, Suite 1130  
Seattle, Washington 98121

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9/26/2018 4:36:00 PM \$26.00  
Book - 10716 Pg - 4023-4029  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
NORTH AMERICAN TITLE LLC  
BY: eCASH, DEPUTY - EF 7 P.

**SECOND AMENDMENT TO AMENDED AND RESTATED  
DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS OF  
CITY CENTRE**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS OF CITY CENTRE (this "**Second Amendment**"), is made and entered into effective as of the 26<sup>th</sup> day of September, 2018, by CITY CENTRE DEVELOPMENT, LLC, a Utah limited liability company ("**CCD**"), 333 SOUTH STATE, LLC, a Utah limited liability company ("**333**"), and CITY CENTRE HOLDINGS, LLC, a Utah limited liability company ("**CCH**"). CCD, 333 and CCH are referred to herein individually as an "**Owner**" and collectively as the "**Owners**".

RECITALS:

A. This Second Amendment amends the Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions of City Centre dated as of December 22, 1999, and recorded on December 22, 1999 as Entry No. 7540088 in Book 8331, at Page 5237 of the official property records of Salt Lake County, Utah (the "**Official Records**"), as modified by that certain First Amendment to Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions of City Centre dated as of October 22, 2011, and recorded on November 4, 2011 as Entry No. 11274414 in Book 9964, at Page 3618 of the Official Records (together, the "**Restated Declaration**"), which Restated Declaration affects the real property described on Exhibit A attached hereto. Capitalized terms not defined herein shall have the meaning set forth in the Restated Declaration.

B. The Restated Declaration was "deleted in its entirety" and "replaced and restated" by that certain Parking Agreement dated as of January 1, 2010, and recorded on February 8, 2016 as Entry No. 12218608 in Book 10401, at Page 3762 of the Official Records (the "**Parking Agreement**"), although the consent of the RDA to amend Section 5 of the Restated Declaration, as required by Section 17.8 of the Restated Declaration, was not obtained.

C. The Owners now wish to clarify the effect of the Parking Agreement, and to clarify their intentions with respect to the remaining effectiveness of the Restated Declaration.

AMENDMENTS:

**NOW THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Owners hereby amend the Restated Declaration as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference.

2. **Partial Termination of Restated Declaration.** The Owners hereby terminate all provisions of the Restated Declaration except Section 5 thereof and any other provisions of the Declaration that are necessary to provide definitions of defined terms or context for the interpretation or understanding of that Section 5. Without in any way limiting the foregoing, the Owners hereby confirm that:

(a) the obligation to construct the Condo Parking Structure has been deleted and is no longer in effect;

(b) the position of Project Director is eliminated; and

(c) all easements created under the Restated Declaration are terminated, provided that in the event any Owner is unable to obtain necessary utility service directly from contiguous rights-of-way, the adjacent Owners shall, in good faith, evaluate any request by such Owner for an underground utility easement across one or more adjacent parcels and shall grant such request provided (i) there are no material adverse consequences to the grantor, (ii) the grantee agrees to pay for all costs associated with the preparation of such easement and the construction repair and maintenance of all lines and equipment within the resulting easement area, and (iii) the grantee agrees to indemnify the grantor from any and all claims, demands, liabilities, lawsuits, costs and expenses of any nature the grantor may incur arising from the use, installation, repair or condition of any such lines or equipment.

3. **Amendment.** The Restated Declaration, as amended by this Second Amendment, may be further amended only with the consent of all Owners and the RDA.

4. **Binding Effect.** The terms and conditions of this Second Amendment shall be binding upon and inure to the benefit of the Owners and their respective successors, transferees and assigns.

5. **Restated Declaration Terms Apply; Amendment Controls.** Except as specifically provided herein, the terms and conditions of the Restated Declaration shall remain in full force and effect. If any provision of the Restated Declaration is in conflict with any provisions of this Second Amendment, the terms of this Second Amendment shall control.

6. **Counterparts.** This Second Amendment may be executed in counterparts, each of which shall be deemed as original and all of which shall constitute a single instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES,  
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

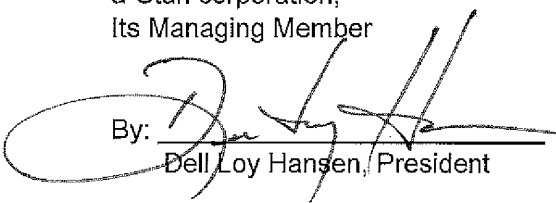
IN WITNESS WHEREOF, this Second Amendment has been executed as of the date first above written.

**OWNERS:**

**CITY CENTRE HOLDINGS, LLC,**  
a Utah limited liability company

By: JDJ CC Manager, LLC,  
a Utah limited liability company,  
Its Manager

By: JDJ Properties, Inc.,  
a Utah corporation,  
Its Managing Member

By:   
Dell Loy Hansen, President

**CITY CENTRE DEVELOPMENT, LLC,**  
a Utah limited liability company

By: JDJ Properties, Inc.,  
a Utah corporation,  
Its Manager

By:   
Dell Loy Hansen, President

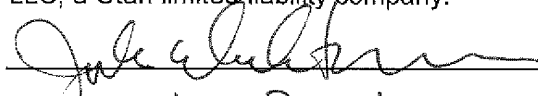
**333 SOUTH STATE, LLC,**  
a Utah limited liability company

By:   
Dell Loy Hansen, Manager

STATE OF UTAH )  
 ) ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of September, 2018, by Dell Loy Hansen, the President of JDJ Properties, Inc., a Utah corporation, the Managing Member of JDJ CC Manager, LLC, a Utah limited liability company, the Manager of CITY CENTRE HOLDINGS, LLC, a Utah limited liability company.

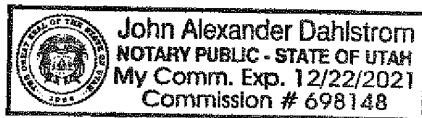


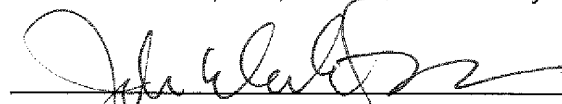
  
Print Name John Dahlstrom  
NOTARY PUBLIC in and for the State of Utah,  
residing in Salt Lake County, Utah  
My commission expires 12/22/2021

[Seal]

STATE OF UTAH )  
 ) ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of September, 2018, by Dell Loy Hansen, the President of JDJ Properties, Inc., a Utah corporation, the Manager of CITY CENTRE DEVELOPMENT, LLC, a Utah limited liability company.



  
Print Name John Dahlstrom  
NOTARY PUBLIC in and for the State of Utah,  
residing in Salt Lake County, Utah  
My commission expires 12/22/2021

[Seal]

STATE OF UTAH )  
 )  
COUNTY OF Salt Lake ) ss.

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of September, 2018, by Dell Loy Hansen, the Manager of 333 SOUTH STATE, LLC, a Utah limited liability company.



Print Name John Dahlstrom  
NOTARY PUBLIC in and for the State of Utah,  
residing in Salt Lake County, UT  
My commission expires 12/22/2021



[Seal]

**Exhibit A**  
**to**  
**Amended and Restated Declaration of Easements,  
Covenants and Conditions and Restrictions of City Centre**

Legal Description of City Centre I Parcel

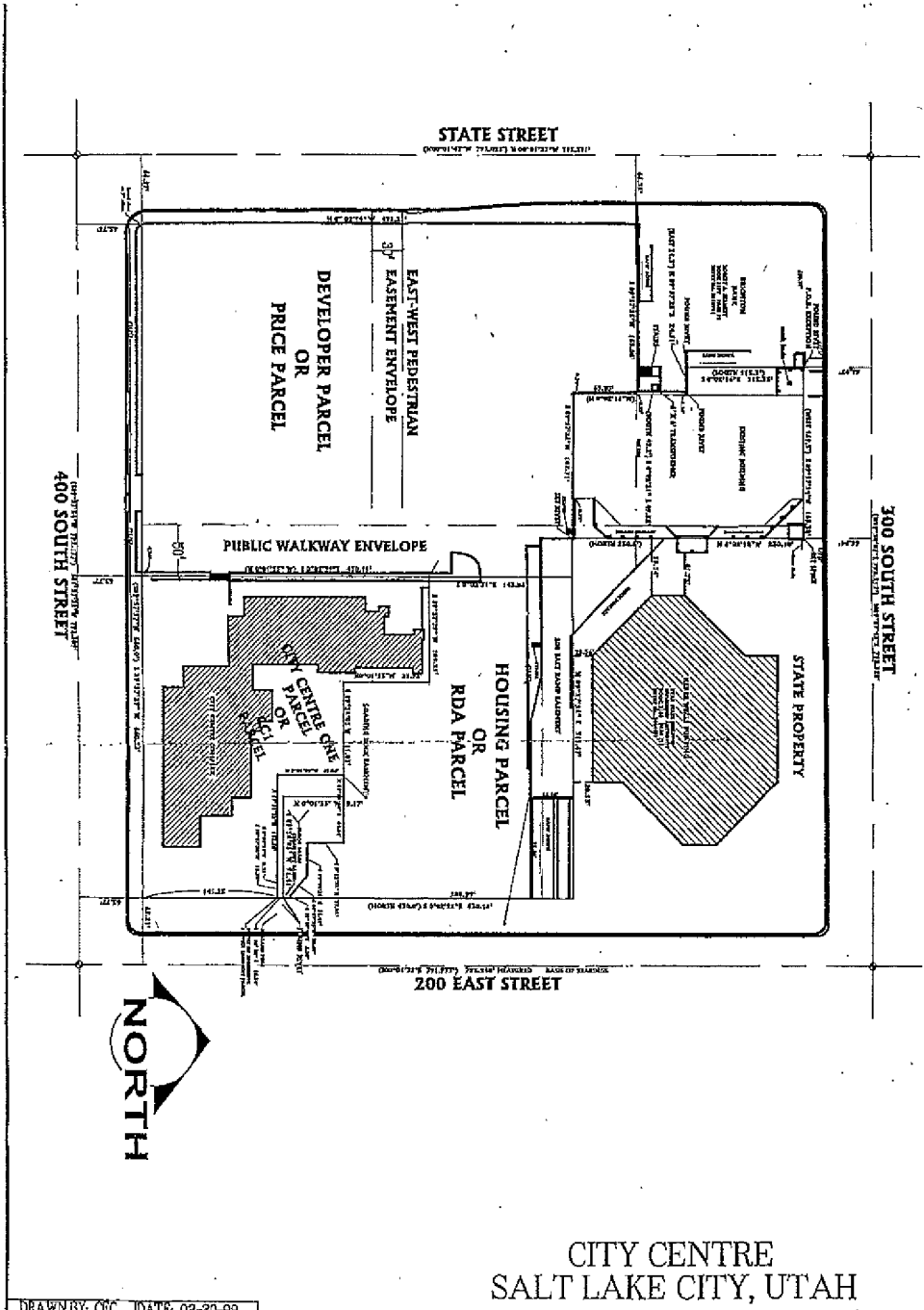
A tract of land lying in Lots 1 and 8 of Block 53, of Plat "A," of the Salt Lake City Survey, Salt Lake County, Utah, described as follows:

BEGINNING at the Southeast corner of said Block 53; thence along the South boundary of said Block 53, South 89°58'05" West 312.50 feet; thence North 0°01'55" West 286.33 feet; thence North 89°58'05" East 104.25 feet; thence South 0°01'55" East 85.92 feet; thence North 89°58'05" East 111.83 feet; thence South 0°01'55" East 59.17 feet; thence North 89°58'05" East 96.39 feet to the East boundary of said Block 53; thence, along the East boundary, South 0°02'27" East 141.25 feet to the point of BEGINNING.

Legal Description of Developer Parcel

COMMENCING at the Southwest corner of Lot 2, Block 53, Plat "A," Salt Lake City Survey, and running thence North 89°57'29" East 347.83 feet; thence North 0°01'55" West 430.19 feet; thence South 89°57'26" West 182.71 feet; thence North 0°02'16" West 65.03 feet; thence South 89°57'25" West 165.08 feet to the West line of Block 53; thence South 0°02'14" East along said West line 495.21 feet to the point of beginning.

Tax ID No.: 16-06-305-022-0000  
16-06-305-031-0000



CITY CENTRE  
SALT LAKE CITY, UTAH

DRAWN BY: GSC DATE: 08-30-99

		<p><b>JP Realty, Inc.</b> PRICE DEVELOPMENT COMPANY LIMITED PARTNERSHIP SHOPPING CENTERS, OFFICIAL AND OFFICE PROPERTIES 20 CENTURY PARK WAY SALT LAKE CITY, UTAH 84115 TEL: (801) 469-2811</p>	<p>REVISIONS</p>	<p>JOB NO. <b>103901</b> SCALE: 1" = 80'-0"</p>
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