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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: JANET WONG , DEPUTY

Victor A. Taylor, Esq.
Kimball, Parr, Crockett & Waddoups
185 South State Street, Suite 1300
Salt Lake City, Utah 84111

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AGREEMENT RELATING TO
AMENDED DECLARATION OF EASEMENTS AND COVENANTS

[Metro Business Park -- Phase II]

THIS AGREEMENT RELATING TO AMENDED DECLARATION OF EASEMENTS AND COVENANTS (the "Agreement") is entered into as of November 29, 1985, among STANGL-ALLIANCE, a Utah joint venture ("Stangl-Alliance"), whose address is 4455 South 700 East, Suite 300, Salt Lake City, Utah 84107, F. C. STANGL III, an individual ("Stangl"), whose address is 4455 South 700 East, Suite 300, Salt Lake City, Utah 84107, and METRO ASSOCIATES, INC., a Utah corporation ("Metro Associates"), whose address is 1325 South Main Street, Salt Lake City, Utah 84115.

RECITALS:

A. Stangl-Alliance, Stangl and Metro Associates entered into an Amended Declaration of Easements and Covenants (the "Amended Declaration"), dated (for purposes of identification) as of November 29, 1985, and recorded in the official records of the Salt Lake County Recorder, State of Utah, on December 6, 1985 as Entry No. 4173381 in Book 5715 at Page 2710.

B. The Amended Declaration purported to affect three (3) certain parcels of real property located in Salt Lake County, State of Utah, more particularly described as follows:

PARCEL NO. 2:

Beginning at a point on the South line of the 2100 South Freeway, said point being South 00°02'35" West 685.535 feet along the quarter section line and East 3181.71 feet from the Northwest corner of the Northeast quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, running thence South 00°05'00" East 1127.57 feet to the North line of 2320 South Street; thence South 89°55'00" West 141.69 feet along said North line; thence North 234.29 feet; thence West 49.14 feet; thence North 269.02 feet; thence West 8.26 feet; thence southwesterly 45.71 feet along the arc of a 167.08 foot radius curve to the left (center bears South and long chord bears South 82°09'43" West 45.57 feet); thence South 74°19'26" West 120.11 feet; thence southwesterly 19.46 feet along the arc of a 15.00 foot radius curve to the left (center bears South 15°40'34" East and long chord bears South 37°10'17" West 18.12 feet); thence North 213.11 feet; thence northwesterly 110.71 feet along the arc of a 135.69 foot radius curve to the left (center bears West and long chord bears North 23°22'25" West 107.66 feet); thence North 46°44'49" West 68.45 feet; thence northwesterly 79.33 feet along the arc of a 101.88 foot radius curve to the right (center bears North 43°15'11" East and long chord bears North 24°26'29" West 77.34 feet); thence North 02°08'08" West 135.00 feet; thence northeasterly 43.98 feet along the arc of a 28.00 foot radius curve to the right (center bears North 87°51'52" East and long chord bears North 42°51'52" East 39.60 feet); thence North 02°08'08" West 70.01 feet to the

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South line of said 2100 South Freeway; thence North 87°51'52" East 335.04 feet along said South line; thence North 89°11'55" East 139.66 feet along said South line to the point of beginning.

PARCEL NO. 3:

Beginning at a point on the South line of the 2100 South Freeway, said point being South 00°02'35" West 685.35 feet along the quarter section line and East 3181.71 feet from the Northwest corner of the Northeast quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, running thence North 89°11'55" East 650.64 feet along said South line; thence North 79°07'15" East 130.68 feet along said South line to the West line of the Jordan River; thence South 41°54'55" East 1557.10 feet along said West line to the North line of 2320 South Street; thence South 89°55'00" West 1817.46 feet along said North line; thence North 00°05'00" West 1127.57 feet to the point of beginning.

ROADWAY PARCEL:

Beginning at a point South 0°02'35" West 894.74 feet along the quarter section line and East 1898.70 feet from the Northwest corner of the Northeast quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian, running thence North 50.00 feet; thence northeasterly 186.32 feet along the arc of a 402.94 foot radius curve to the left (long chord bears North 76°45'13" East 184.66 feet); thence North 63°30'25" East 66.58 feet; thence easterly 150.29 feet along the arc of a 353.52 foot radius curve to the right (long chord bears North 75°41'09" East 149.16 feet); thence North 87°51'52" East 425.89 feet; thence South 02°08'08" East 50.00 feet; thence westerly and southerly 43.98 feet along the arc of a 28.00 foot radius curve to the left (long chord bears South 42°51'52" West 39.60 feet); thence South 02°08'08" East 135.00 feet; thence southeasterly 79.33 feet along the arc of a 101.88 foot radius curve to the left (long chord bears South 24°26'29" East 77.34 feet); thence South 46°44'49" East 68.45 feet; thence southerly 110.71 feet along the arc of a 135.69 foot radius curve to the right (long chord bears South 23°22'25" East 107.66 feet); thence South 280.00 feet; thence southwesterly 107.78 feet along the arc of a 220.49 foot radius curve to the right (long chord bears South 14°00'11" West 106.71 feet); thence South 28°00'22" West 51.52 feet; thence southerly 88.18 feet along the arc of a 179.87 foot radius curve to the left (long chord bears South 13°57'41" West 87.30 feet); thence South 00°05'00" East 150.00 feet to the northerly right-of-way line of 2320 South Street; thence South 89°55'00" West 40.00 feet along said North line of 2320 South Street; thence North 00°05'00" West 150.00 feet; thence northeasterly 107.79 feet along the arc of a 219.87 foot radius curve to the right (long chord bears North 13°57'41" East 106.72 feet); thence North 28°00'22" East 51.52 feet; thence northerly 88.22 feet along the arc of a 180.49 foot radius curve to the left (long chord bears North 14°00'11" East 87.35 feet); thence North 280.00 feet; thence northwesterly 78.07 feet along the arc of a 95.69 foot radius curve to the left (long chord bears North 23°22'25" West 75.92 feet); thence North 46°44'49" West 68.45 feet; thence northerly 110.47 feet along the arc of a 141.88 foot radius curve to the right (long chord bears North 24°26'29" West 107.70 feet); thence North 2°08'08" West

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135.00 feet; thence northwesterly 43.98 feet along the arc of a 28.00 foot radius curve to the left (long chord bears North 47°03'08" West 39.60 feet); thence South 87°51'52" West 329.89 feet; thence southwesterly 129.03 feet along the arc of a 303.52 foot radius curve to the left (long chord bears South 75°41'09" West 128.65 feet); thence South 63°30'25" West 66.58 feet; thence westerly 209.44 feet along the arc of a 452.94 foot radius curve to the right (long chord bears South 76°45'13" West 207.57 feet) to the point of beginning.

C. The preparation, execution and recordation of the Amended Declaration was done in error, and is without meaning or effect. It is the desire of Stangl-Alliance, Stangl and Metro Associates to give notice that the Amended Declaration was null and void ab initio.

AGREEMENT:

NOW, THEREFORE, for the purpose set forth above, and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Stangl-Alliance, Stangl and Metro Associates hereby acknowledge and agree as follows:

1. Amended Declaration Without Effect. The Amended Declaration is and always has been without any force or effect whatsoever and was null and void ab initio, as if the same had never been executed or recorded.

2. Miscellaneous. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and legal representatives. This Amendment shall be governed by and construed and interpreted in accordance with the laws (excluding the choice of laws rules) of the State of Utah. This Amendment may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document. Titles and headings of Paragraphs of this Amendment are for convenience of reference only and shall not affect the construction of any provisions of this Amendment. Each individual executing this Amendment does thereby represent and warrant to each other so signing (and to each other entity for which another individual may be signing) that he has been duly authorized to execute and deliver this Amendment in the capacity and for the entity set forth where he signs.

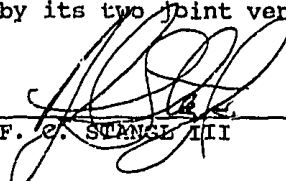
IN WITNESS WHEREOF, Stangl-Alliance, Stangl and Metro Associates have executed this Agreement on the respective dates set forth below, to be effective as of the date first set forth above.

200 6004 REV. 1736

IN WITNESS WHEREOF, STANGL-ALLIANCE, a Utah joint venture (also known as a Utah general partnership), has executed the foregoing instrument on this 17th day of February, 1988, to be effective as of the date first set forth above.

STANGL-ALLIANCE:

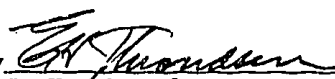
STANGL-ALLIANCE,
a Utah joint venture,
by its two joint venturers:



F. C. STANGL III

METRO ASSOCIATES,
a Utah limited partnership,
by its general partner:

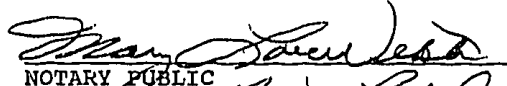
METRO ASSOCIATES, INC.,
a Utah corporation

By 

E. H. Thronsdon
President

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 17th day of February, 1988, personally appeared before me F. C. Stangl III, who being by me duly sworn, did say that he is one of the joint venturers of Stangl-Alliance, a Utah joint venture, and that said instrument was signed in behalf of said joint venture by proper authority, and said F. C. Stangl III acknowledged to me that said joint venture executed the same.


NOTARY PUBLIC
Residing in Salt Lake County, UT


My Commission Expires:

8-19-91

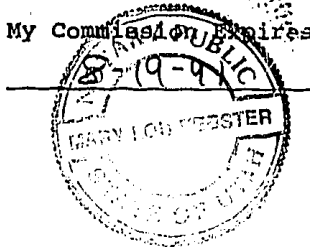

ASSR 6004 REV 1737

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On the 17th day of February, 1988, personally appeared before me E. H. Thronksen, who being by me duly sworn, did say that he is the President of Metro Associates, Inc., a Utah corporation, the general partner of Metro Associates, a Utah limited partnership, one of the joint venturers of Stangl-Alliance, a Utah joint venture, and that said instrument was signed in behalf of said corporation by authority of its bylaws or a resolution of its board of directors, in behalf of said partnership by proper authority, in behalf of said joint venture by proper authority, and said E. H. Thronksen acknowledged to me that said corporation executed the same as the general partner of said partnership, that said partnership executed the same as one of the joint venturers of said joint venture, and that said joint venture executed the same.


NOTARY PUBLIC
Residing in Salt Lake County, Utah

My Commission Expires:



IN WITNESS WHEREOF, F. C. STANGL III, an individual, has executed the foregoing instrument on this 17th day of February, 1988, to be effective as of the date first set forth above.

STANGL:



F. C. STANGL III

STATE OF UTAH)

COUNTY OF SALT LAKE)

) SS
)

On the 17th day of February, 1988, personally appeared before me F. C. Stangl III, the signer of the above instrument, who duly acknowledged to me that he executed the same.


NOTARY PUBLIC
Residing in Walden, Salt Lake County, UT

My Commission Expires:



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