

10378772
 03/21/2008 10:43 AM \$0.00
 Book - 9584 Pg - 6733-6777
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 SL CITY REDEVELOPMENT AGENCY
 451 S STATE ST RM 418
 SLC UT 84111
 BY: ZJM, DEPUTY - WI 45 P.

WHEN RECORDED RETURN TO:
 Redevelopment Agency of Salt Lake City
 451 South State Street, Room 418
 Salt Lake City, Utah 84111
 Attention: Executive Director

Sidwell No. 16-06-305-027-6001

AMENDMENT AND RESTATEMENT OF SECOND EAST RAMP AGREEMENTS

THIS AMENDMENT AND RESTATEMENT OF SECOND EAST RAMP AGREEMENTS (this "**Agreement**") is made and entered into this 15th day of July, 2005, by and among PRICE/PROWSWOOD, LLC, a Utah limited liability company, formerly Price/Prowswood, Ltd. ("**PPLC**"), CITY CENTRE ONE ASSOCIATES, LLC., a Utah Limited liability company, formerly City Centre One Associates, Ltd. ("**CC One**"), REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public agency organized under the Redevelopment Agencies Act ("**Agency**"), STATE BUILDING OWNERSHIP AUTHORITY, a body corporate and politic of the State of Utah ("**Authority**"), and WOOD CITY CENTRE ASSOCIATES, L.L.C., a Utah limited liability company ("**Housing Developer**"), individually, a "**Party**" and collectively, the "**Parties**". Reference in this Agreement to a Party or the Parties shall include, unless the context requires otherwise, the successors and assigns of the Parties, including their successors in interest to the applicable real property.

RECITALS:

- A. This Agreement relates to certain real property located on Block 53, Plat "A", Salt Lake City, County of Salt Lake, State of Utah ("**Block 53**").
- B. Agency formerly owned certain real property located on Block 53, which is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference (the "**Housing Parcel**"). Contemporaneously herewith, Agency conveyed the Housing Parcel to the Housing Developer.
- C. Authority is the owner of certain real property located on Block 53, consisting of two contiguous parcels, which real property is more particularly described on Exhibit "A" (the "**Authority Parcel**"). A below grade parking facility is located on the Authority Parcel (hereafter "**Authority Parking Facilities**").
- D. PPLC is the owner of certain real property located on Block 53, which is more particularly described on Exhibit "A" (the "**PPLC Parcel**").
- E. CC One is the owner of certain real property located on Block 53, which is more particularly described on Exhibit "A" (the "**CC One Parcel**").

F. Contemporaneously herewith, the Agency, Block 53 Associates, LLC, a Utah limited liability company that is a wholly owned subsidiary of PPLC ("**Block 53 Associates**"), and Housing Developer have entered into a Development Agreement ("**Development Agreement**"), pursuant to which, among other things, Housing Developer agrees to construct upon the Housing Parcel, a condominium project ("**Condominium Project**") consisting of a multi-level commercial and residential building and a multi-level parking structure that will include (i) parking stalls in the two below grade levels, which, together with the "Second East Ramp" (hereinafter defined), will be owned on a condominium basis by the Agency (the "**Agency Parking Unit**"), subject to conversion of the Second East Ramp to general common elements for the "Association" as provided in the "Declaration" (both hereinafter defined), and (ii) parking stalls in the three above grade levels (the "**Housing Parking Unit**"), to be initially owned by the Housing Developer on a condominium basis and marketed with residential condominium sub-units to be constructed above the Housing Parking Unit. The Housing Parking Unit and the commercial and residential development on the Housing Parcel are hereafter collectively referred to as the "**Housing Developer Facilities**". The ownership and use of the Agency Parking Unit (which prior to conversion includes the Second East Ramp), and the Housing Developer Facilities will be governed by an owners' association ("**Association**") pursuant to the terms of a condominium declaration ("**Declaration**"), which will be recorded against the Housing Parcel in the official records of Salt Lake County ("**Official Records**"). The Agency Parking Unit and the Housing Parking Unit are sometimes collectively referred to as the "**Parking Units**".

G. The Agency has agreed to lease the Agency Parking Unit to the Authority pursuant to a lease agreement dated on or near the date hereof ("**Agency Parking Lease**") for use of the occupants of the Heber Wells Building and the DWS Building, which are buildings owned by the Authority and located on the Authority Parcel. It is intended that, upon completion of the Agency Parking Unit, the Agency Parking Unit and Authority Parking Facilities will be integrated and operated as a single parking facility during the term of the Agency Parking Lease.

H. In connection with Authority's construction of the Heber Wells Building and pursuant to the terms of an Agreement between Authority and Agency, dated as of September 19, 1980 (the "**Second East Ramp Agreement**"), Agency paid the cost of constructing a parking ramp that provides access to the Authority Parking Facilities (the "**Second East Ramp**"). The Second East Ramp is located primarily on the Housing Parcel, and a small part of the Second East Ramp is located on the PPLC Parcel and the Authority Parcel. The area upon which the Second East Ramp is located is more particularly described on the attached Exhibit "B" (the "**Second East Ramp Area**").

I. Pursuant to Agency's grant of easement contained in the Warranty Deed, dated September 30, 1980 and recorded October 6, 1980 as Entry No. 3486459 in the Official Records, and consistent with the terms of the Second East Ramp Agreement, Authority was given a permanent non-exclusive easement and right-of-way over and upon a substantial portion of the Second East Ramp Area (the "**Authority Easement Grant**").

J. Agency, PPLC, Authority and CC One entered into that certain Grant of Easement and Maintenance Agreement dated December 21, 1999 and recorded December 22, 1999, as Entry No.7540089 in the Official Records ("**Supplemental Second East Ramp Agreement**"), wherein such parties (1) supplemented the Authority Easement Grant, so as to include the entirety of the Second East Ramp Area, (2) granted a permanent, nonexclusive easement and right-of-way over the Second East Ramp Area in favor of PPLC, and CC One, (3) addressed certain matters related to the alteration, use and maintenance of the Second East Ramp, and (4) allowed for the eventual integration of the parking facilities to be located on the Housing Parcel with parking facilities located or to be located on the PPLC Parcel and the CC One Parcel. The Second East Ramp Agreement, the Authority Easement Grant and the Supplemental Second East Ramp Agreement are sometimes collectively referred to herein as the "**Second East Ramp Agreements**".

K. The Parties desire to amend and restate (replace) the Second East Ramp Agreements as provided herein.

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants contained below, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

AGREEMENT:

1. Recitals. The above recitals are an integral part of the agreement and understanding of the Parties and are hereby incorporated into this Agreement by this reference.
2. Parcels. The CC One Parcel, the PPLC Parcel, the Authority Parcel, and the Housing Parcel (until such time as the Condominium Project units are created from the Housing Parcel), the Agency Parking Unit and the Housing Developer Facilities are sometimes collectively referred to as the "**Parcels**" and individually as a "**Parcel**".
3. Owners. PPLC, CC One, Agency, Housing Developer and Authority, are or will be fee simple owners of their respective Parcels, and are sometimes collectively referred to as the "**Owners**" and individually as an "**Owner**".
4. Ramp Owners. PPLC, Housing Developer and Authority own a portion of the land upon which the Second East Ramp Area is located, and are hereafter collectively referred to as the "**Ramp Owners**".
5. Amendment and Restatement of Second East Ramp Agreements. This Agreement hereby states (with respect to the Housing Developer and the Association) and amends and restates (with respect to the Agency, CC One, Authority and PPLC) all of the agreements of the Parties with respect to the Second East Ramp Agreements.

6. Grant of Easement to Authority. The Ramp Owners, as their interests appear, hereby convey to Authority, and the Authority hereby reserves, as its interest appears, for the benefit (only) of the Authority Parcel, a perpetual, nonexclusive right-of-way and easement for vehicular ingress and egress on, over, and across the Second East Ramp. Notwithstanding anything to the contrary in this Agreement or the Declaration, during the term of the Agency Parking Lease, no Owner of a Parcel, other than the Authority, shall have the right to use the Second East Ramp, except the Housing Developer shall have the right to use the Second East Ramp in connection with its construction of the Condominium Project on the Housing Parcel, including, but not limited to the installation of certain mechanical equipment to be located under the surface of the Second East Ramp. In the event the Housing Developer uses the Second East Ramp as permitted in the preceding sentence, Housing Developer shall not completely cut off access to the Authority over and across the Second East Ramp without the prior written consent of Authority. Following the completion of the construction of the Condominium Project on the Housing Parcel, the Association and its designees (including, but not limited to the Agency, to the extent provided in the Declaration) shall have the right of access to and use of the Second East Ramp from time to time as follows: (i) in connection with the inspection of the Second East Ramp for purposes of determining that the Second East Ramp is properly maintained and repaired in accordance with the reasonable requirements of the Association, (ii) for the purpose of maintaining certain improvements and equipment located in, about, under and over the Second East Ramp; and (iii) for ingress and egress to other condominium units or common areas and elements located within the Condominium Project for the inspection, maintenance and/or repair thereof to the extent that there is not reasonably convenient access to such areas by other means.

Nothing in this Article 6 shall preclude the Housing Developer from designating the Second East Ramp as a unit under the Declaration and conveying the same to the Agency, subject, however, to the ability of the Association to convert such Second East Ramp unit to general common elements as provided in the Declaration, subsequent to the expiration of the Agency Parking Lease, all in accordance with the terms and conditions of the Declaration.

7. Grant of Easement to PPLC. Subject to the terms, conditions and requirements of Article 6 herein above, the Ramp Owners, as their interests appear, hereby convey to PPLC, and PPLC hereby reserves, as its interest appears, for the benefit (only) of the PPLC Parcel, a perpetual, nonexclusive right-of-way and easement for vehicular ingress and egress on, over, and across the Second East Ramp.

8. Grant of Easement to CC One. Subject to the terms, conditions and requirements of Article 6 herein above, the Ramp Owners, as their interests appear, hereby convey to CC One for the benefit (only) of the CC One Parcel, a perpetual, nonexclusive right-of-way and easement for vehicular ingress and egress on, over, and across the Second East Ramp.

9. Grant of Easement to Agency. Subject to the terms, conditions and requirements of Article 6 and Paragraph F herein above, the Ramp Owners, as their interests appear, hereby

convey to Agency for the benefit (only) of the Agency Parking Unit, a perpetual, nonexclusive right-of-way and easement for vehicular ingress and egress on, over, and across the Second East Ramp.

10. Grant of Easement to Housing Developer. Subject to the terms, conditions and requirements of Article 6 herein above, the Ramp Owners, as their interests appear, hereby convey to the Housing Developer, and the Housing Developer hereby reserves, as its interest appears, for the benefit of all units to become part of the Condominium Project, and specifically for the Housing Parking Unit, a perpetual, nonexclusive right-of-way and easement for vehicular ingress and egress on, over, and across the Second East Ramp. The right-of-way and easement granted herein for all units to become part of the Condominium Project, shall be deemed transferred and conveyed to the Association at such time as the Declaration is recorded.

11. Grant of Easement to Association. Subject of the terms, conditions and requirements of Article 6 herein above, the Ramp Owners, as their interests appear, hereby convey to the Association, for the benefit (only) of the Condominium Project, and each of the units located therein, a perpetual, nonexclusive right-of-way and easement for vehicular ingress and egress on, over, and across the Second East Ramp and for vehicular ingress and egress, on, over, and across the Second East Ramp. During the term of the Agency Parking Lease, the Ramp Owners, as their interests appear, hereby convey to the Association, and the Association reserves, for the benefit (only) of the Condominium Project, a nonexclusive right-of-way and easement for the following: (i) the inspection of the Second East Ramp for purposes of determining that the Second East Ramp is properly maintained and repaired in accordance with the reasonable requirements of the Association, (ii) for the purpose of maintaining certain improvements and equipment located in, about, under and over the Second East Ramp; and (iii) for ingress and egress to other condominium units or common areas and elements located within the Condominium Project for the inspection, maintenance and/or repair thereof to the extent that there is not reasonably convenient access to such areas by other means. All Owners acknowledge and agree that the proper maintenance and repair of the Second East Ramp is and will be essential to the structural integrity of all or part of the Condominium Project.

12. Covenants Run With Land. The easements granted or reserved in Articles 6, 7, 8, 9, 10 and 11 above (collectively, the "**Ramp Easements**") are (a) appurtenant to and for the benefit of each of the Parcels, and any conveyance of one or more of such Parcels shall be deemed to include the applicable Ramp Easement, and (b) shall constitute covenants running with the land for the benefit of every person having any fee, leasehold, mortgage lien or other interest in any portion of any of such Parcels, and for the benefit of the customers, invitees, licensees, agents, employees and occupants of such Parcels. The Ramp Easements shall have a vertical clearance of not less than eight feet (8'), shall not extend vertically to any covered deck over the Second East Ramp, shall not preclude construction by the Housing Developer over the Second East Ramp as long as the same does not unreasonably interfere with the Ramp Easements granted herein, and shall include easements for the operation, maintenance, repair, and

replacement of all improvements constituting or associated with the Second East Ramp, subject to the terms and conditions of this Agreement.

13. Relocation and Reconstruction Rights. The Association, as representative of the Owners of the Condominium Project, at all times, and the Owner of the Agency Parking Unit, during any period prior to the conversion of the Second East Ramp into general common elements as provided in the Declaration, shall have the right to relocate and reconstruct the Second East Ramp in the future (such reconstructing or relocating entity is hereafter referred to as the "**Reconstructing Party**"); provided, when completed, the Second East Ramp shall provide for a ramp with dimensions and features substantially similar to those presently located on the Second East Ramp Area, namely, a ramp (a) with a width of not less than thirty-six feet (36') at its eastern terminus at 200 East Street, (b) with a vertical clearance of not less than eight feet (8'), (c) with a connection to the Authority Parking Facilities and the Agency Parking Unit, and (d) located within the Second East Ramp Area or elsewhere on the Housing Parcel (i.e., the real property which will constitute the Condominium Project) or PPLC Parcel (if the Owner of the PPLC Parcel permits): provided, however, that columns or other supporting structures and parking or access control equipment may be added. Such future rights of reconstruction, relocation, and alteration are conditioned on all of the following conditions being met:

a. The completion of a traffic study undertaken by a qualified traffic engineer ("**Traffic Engineer**") and compliance with the reasonable requirements determined by such Traffic Engineer, which requirements are designed to assure the safe and efficient vehicular use of the Second East Ramp as contemplated by this Agreement (referred to below as "**Ramp Alteration Requirements**"). The Reconstructing Party shall provide the Owners of the Benefitted Parcels (defined later) and the Association, as the case may be with copies of such traffic study, and the Ramp Alteration Requirements shall be subject to all the other Ramp Owner's and the Association's approval, as the case may be, which approval may not be unreasonably withheld or delayed.

b. The availability of uninterrupted ingress and egress between public streets and the underground parking facilities located on the Authority Parcel and the Agency Parking Unit during all periods, including, but not limited to, during periods of construction. Notwithstanding the foregoing, such ingress and egress may, during the course of reconstruction, relocation and/or alteration, be interrupted during the hours commencing at 6:30 p.m. to 6:30 a.m., Monday through Friday, as well as on weekends and Authority-observed holidays so long as, except in an emergency, not less than 48 hours prior written notice of such interruption is delivered to each of the Approving Parties (defined below) representing the Owners of the Benefitted Parcels.

c. The payment, by the Reconstructing Party, of all costs and expenses related to such reconstruction, relocation and/or alteration.

d. The performance of any and all work related to such reconstruction, relocation and/or alteration in accordance with all applicable laws, codes, ordinances, rules and regulations of applicable authorities.

e. The Reconstructing Party, which is under contract with the designer and contractor related to the reconstruction, relocation and/or alteration, shall be responsible and liable to any entity or person damaged or injured in relation to such design and/or construction activity. All Owners of the Benefitted Parcels and the Association shall be named as additional insureds on any insurance policy related to such design or construction activities affecting the Second East Ramp or have such other indemnification assurance agreed to by such Owners and the Association (which shall represent the Parking Unit Owners), which agreement may not be unreasonably withheld. In addition, the Reconstructing Party shall provide such insurance, indemnification assurances and such other requirements reasonably required by the Association.

14. Use and Maintenance of Second East Ramp. At present, and during the term of the Agency Parking Lease (as provided in Article 6), the Authority Parcel is and will be the only Parcel primarily benefitted by the Second East Ramp. Accordingly, Authority hereby agrees, at its sole cost and expense, to accept responsibility for operation, maintenance, repair, and replacement of the Second East Ramp at present and during the term of Agency Parking Lease, including but not limited to any and all costs associated with the following (collectively, the "*Maintenance Obligation*"):

a. Maintaining all paved surfaces and curbs in a smooth and evenly covered condition, including the replacement of base, skin patch, resealing, and resurfacing;

b. Maintaining all surfaces of the concrete lid situated above the Second East Ramp in good condition and repair; provided, in the event the concrete lid is permitted to be used for parking purposes, then the concrete lid shall be maintained and repaired by the Association or as otherwise provided in the Declaration, and the Authority shall not be required to maintain the lid;

c. Periodic removal of all papers, debris, filth, refuse, ice and snow (2" on surface), to the extent necessary to keep the Second East Ramp in a clean and orderly condition;

d. Maintaining, cleaning and replacing any appropriate directional, stop or other signs or markers; restriping the ramp's drive lanes as necessary; and maintaining, cleaning and replacing any parking area control and access devices located on the Second East Ramp; and

e. Maintaining, cleaning, and replacing any lighting facilities located on the Second East Ramp.

f. Providing such insurance as may be reasonably required by the Association.

If following the termination of the Agency Parking Lease, the PPLC Parcel, the CC One Parcel, the Agency Parking Unit, and/or the Housing Parking Unit are benefitted by the Second East Ramp (the "**Triggering Event**"), then the Owners of each of the Parcels so benefitted, including the Authority Parcel (the "**Benefitted Parcels**") agree to assume responsibility for a pro rata share of the costs of discharging the Maintenance Obligation, such pro rata share to be a fraction (expressed as a percentage), the numerator of which is the number of parking spaces located on a particular Benefitted Parcel (but excluding any parking spaces without access to the Second East Ramp), and the denominator of which is the total number of parking spaces located on all of the Benefitted Parcels (but excluding any parking spaces without access to the Second East Ramp). Such pro rata share (the "**Percentage Share**") shall be subject to adjustment if the number of parking spaces located on the Benefitted Parcels (but excluding any parking spaces without access to the Second East Ramp) increases or decreases. Upon occurrence of the Triggering Event, the Owner of the Parcel most recently benefitted shall provide written notice of the same to the Approving Parties (defined below) representing the other Owners of the Benefitted Parcels.

15. **Maintenance Director.** Until the Triggering Event, Authority shall perform or cause to be performed the Maintenance Obligation. Following the Triggering Event, the Association shall assume responsibility for the performance of the Maintenance Obligation (the "**Maintenance Director**"); provided, however, the Approving Parties representing the Owners of the Benefitted Parcels may in writing unanimously select another responsible entity to act as the Maintenance Director or determine a different manner of fulfilling the Maintenance Obligation. The Maintenance Director may perform the Maintenance Obligation or contract with one or more third party operators ("**Operator**"), which shall perform the Maintenance Obligation: provided, however, that (a) the rates charged by such Operator shall be competitive with those of other companies furnishing like services in the Salt Lake City metropolitan area, and (b) the Association representing the Owners of the Parking Units (so long as Parking Units containing at least two thirds of the parking stalls in the Condominium Project are Benefitted Parcels) shall have the right, in its reasonable discretion, to reject the Maintenance Director's selection of any Operator. If, following the Triggering Event, the Maintenance Director shall fail to perform the Maintenance Obligation, then any other Owner of a Benefitted Parcel and the Association shall have the right, upon thirty (30) days' written notice to the Maintenance Director, with copies simultaneously given to the other Owners of the Benefitted Parcels and the Association (unless within such 30-day period the Maintenance Director shall cure such default, or in the case of a default which by its nature cannot be cured within such period, the Maintenance Director shall take such action as is reasonably calculated to commence the curing thereof, and thereafter shall diligently prosecute the curing thereof to completion) to proceed to take such action as shall be necessary to cure such default, all in the name of and for the account of the Maintenance Director. The Maintenance Director shall, on demand, reimburse the Owner of the Benefitted Parcel or the Association, as the case may be, taking such action (the "**Curing Party**") for the

monies actually expended by it and its reasonable out-of-pocket expenses in so doing, with interest computed at the prime rate of interest charged by Wells Fargo Bank, N.A., or its successor, plus two percent per annum (the "**Interest Rate**") from the date of demand until payment. Notwithstanding the above, if any Owner of a Benefitted Parcel or the Association shall in good faith determine that an emergency is occurring or has occurred, so that the default requires immediate curing, then no notice shall be required and the Curing Party may act promptly to take such action as is necessary to cure the default. Written confirmation of any emergency action so taken, with simultaneous copies to all other Approving Parties representing the Owners of the Benefitted Parcels, shall be given to the Maintenance Director as soon as practicable under the circumstances. The Curing Party shall diligently pursue to completion any work to be performed by it under this section.

Within thirty (30) days following the Triggering Event and thereafter within forty-five (45) days prior to the beginning of each calendar year, the Maintenance Director shall provide the Approving Parties representing the Owners of the Benefitted Parcels, for their approval, an estimated budget (the "**Budget**") for the balance of the current calendar year containing the following information (collectively, the "**Approved Expenses**"):

- a. Costs related to performance of the Maintenance Obligation;
 - b. Premiums for commercial general liability insurance covering the Second East Ramp, with such limits, deductibles and coverage as may be reasonably determined by the Maintenance Director from time to time; provided, such insurance coverage shall be equal to or greater than the insurance coverage reasonably required by the Association;
 - c. Premiums for hazard insurance covering the Second East Ramp, with such limits, deductibles and coverage as may be reasonably determined by the Maintenance Director from time to time; provided, such insurance coverage shall be equal to or greater than the insurance coverage reasonably required by the Association; and
 - d. Real property taxes and assessments allocable to the Second East Ramp Area.
- All policies of insurance shall name the Ramp Owners, Association and the Owners of the Benefitted Parcels as additional insureds.

The Maintenance Director shall use its diligent, good faith efforts to operate, maintain, and repair the Second East Ramp in accordance with the Budget, and on a non-profit basis. Notwithstanding the foregoing, the Maintenance Director shall have the right to make emergency repairs to the Second East Ramp to prevent injury or damage to person or property, it being understood that the Maintenance Director shall advise the Approving Party representing each Owner of a Benefitted Parcel of such emergency condition as soon as reasonably possible, including the corrective measures taken and the costs thereof. The reasonable costs related to any such emergency action will be paid by the Owners of the Benefitted Parcels, according to their Percentage Share, within thirty (30) days of receipt of a supplemental billing from the

Maintenance Director. In the event the Maintenance Director shall exceed the Budget, and Authority does not have funds available to pay its Percentage Share, the amount by which Authority's Percentage Share exceeds the funds it has available (the "*Authority's Deficiency*") shall be paid by the other Owners of the Benefitted Parcels in accordance with their Percentage Share (and an additional sum equal to the Authority's Percentage Share, such additional sum to be shared equally among the other Owners of the Benefitted Parcels) and Authority shall reimburse such Owners for the amounts so paid, plus interest thereon at the Interest Rate, at the beginning of Authority's next fiscal year. Notwithstanding any other provision of this Agreement, the Parties acknowledge that Authority cannot obligate itself for the payment of funds not yet appropriated by the Utah State Legislature; accordingly, Authority's financial obligations under this Agreement are limited by the available appropriations. Notwithstanding the above, Authority agrees to use its best efforts to obtain any funds from the Utah State Legislature that are necessary to fulfill Authority's obligations under this Agreement.

Each Owner of a Benefitted Parcel shall pay to the Maintenance Director in equal quarterly payments, in advance, its Percentage Share of the costs of the Maintenance Obligation based on the amount set forth in the Budget. The Maintenance Director shall reasonably estimate such costs for the partial year during which its maintenance obligations commence and each Owner of a Benefitted Parcel shall make its first payment in the month following the Maintenance Director's undertaking of the Maintenance Obligation. Within sixty (60) days after the end of each calendar year, the Maintenance Director shall provide each Owner of a Benefitted Parcel with a statement certified by an authorized person, together with supporting invoices and other materials setting forth the actual costs paid by it for the Approved Expenses, and the share of the aggregate thereof that is allocable to each Owner of a Benefitted Parcel. If the amount paid with respect to a Benefitted Parcel for such calendar year shall have exceeded the share allocable to such Benefitted Parcel, the Maintenance Director shall refund the excess to the Owner of such Benefitted Parcel at the time such certified statement is delivered, or if the amount paid with respect to a Benefitted Parcel for such calendar year shall be less than the share allocable to such Benefitted Parcel, the Owner of such Benefitted Parcel at the time such certified statement is delivered shall pay the balance of the Benefitted Parcel's share to the Maintenance Director within thirty (30) days after receipt of such certified statement.

16. No Alterations. Except as provided in the Article entitled "Relocation and Reconstruction Rights" with respect to a possible reconstruction, relocation, and/or alteration of the Second East Ramp, no alterations (not including routine maintenance and repair) may be made to the Second East Ramp by the Maintenance Director or any other Owner of a Benefitted Parcel without the prior unanimous written consent of the Approving Parties representing all Owners of the Benefitted Parcels and the Ramp Owners, which consent may not be unreasonably withheld or delayed. In case of any reconstruction, relocation, and/or alteration that results in different dimensions for or the relocation of the Second East Ramp, the Approving Parties agree to execute and deliver, in recordable form, an appropriate amendment to this Agreement, amending the legal description of the Second East Ramp Area.

17. Indemnity. The Maintenance Director agrees to defend, indemnify, and hold each Owner of a Parcel and the Association harmless from and against any mechanic's, materialmen's and/or laborer's liens, and all costs, expenses and liabilities in connection therewith, including reasonable attorneys' fees and costs, arising out of the performance of the Maintenance Obligation, and in the event that any Parcel shall become subject to any such lien, the Maintenance Director shall promptly cause such lien to be released and discharged of record, either by paying the indebtedness underlying such lien or by posting a bond or other security as shall be required by law to obtain such release and discharge.

18. Notices. All notices, demands, requests, and other communications required or permitted hereunder shall be in writing and shall be deemed to be delivered, whether actually received or not, three (3) days after deposit in a regularly maintained receptacle for the United States mail, registered or certified, or another commercially acceptable means requiring a return receipt, postage prepaid, addressed as follows:

If to CC One:	City Centre One Associates, LLC Fairfax Realty, Inc. 230 East South Temple Salt Lake City, Utah 84111
If to PPLC::	Price/Prowswood, LLC Fairfax Realty, Inc. 230 East South Temple Salt Lake City, Utah 84111
If to Agency:	Redevelopment Agency of Salt Lake City Room 418, City & County Building 451 South State Street Salt Lake City, Utah 84111 Attention: Executive Director
If to Authority:	State Building Ownership Authority 4110 State Office Building Salt Lake City, Utah 84114 Attention: Department of Facilities Construction and Management, Real Estate Manager
If to Housing Developer	Wood City Centre Associates, LLC 5640 South Riley Lane Salt Lake City, Utah 84107 Attention: Managing Member

If to the Association

The address provided by the Association to each of the Parties

Notice upon demands shall be deemed effective upon receipt. The person and place to which notices are to be given may be changed by the applicable fee owner.

19. Damage or Destruction: Condemnation.

a. Authority or, following Triggering Event, the Maintenance Director, shall promptly after damage to or destruction of the Second East Ramp fully restore the Second East Ramp to first-class condition. The proceeds of the hazard insurance maintained by the Maintenance Director pursuant to this Agreement shall be held in trust by the Maintenance Director for such purpose.

b. In the event all or any portion of the Second East Ramp is taken pursuant to an exercise of the power of eminent domain by any lawful authority (or under threat of such taking), then the Owners of the Benefitted Parcels shall be entitled to an apportionment of the award, each according to its respective Percentage Share.

c. Notwithstanding any language to the contrary in this Article, the repair or restoration of any walls or columns supporting improvements located on the Housing Parcel shall be the sole responsibility of the owner of such improvements; provided, however, nothing herein shall preclude the Owner of the Housing Parcel, or its successors, from asserting any claim which may rise independent of the terms and conditions of this Agreement.

20. Attorneys' Fees. In the event legal proceedings are brought or commenced to enforce or interpret any of the terms of this Agreement, the successful Party in such action shall be entitled to receive and shall receive a reasonable sum as attorneys' fees and costs, to be fixed by the court in the same action.

21. Approving Parties. "Approving Party" shall mean the representative of each Owner designated from time to time to make certain decisions and/or give certain approvals pursuant to the terms of this Agreement. There shall be one Approving Party representing each Parcel. Each Approving Party shall have absolute discretion to make the decisions and/or give the approvals required or contemplated under this Agreement, which decisions and/or approvals affect and bind the real estate represented by such position regardless of whether the Approving Party then owns all or less than all of the applicable Parcel(s). The initial Approving Parties shall be PPLC (representing the PPLC Parcel), CC One (representing the CC One Parcel), Authority (representing the Authority Parcel), and Housing Developer (representing the Housing Parcel). Following the completion of the Condominium Project, the Association shall be an Approving Party representing the Housing Parcel; provided, that during the term of the Agency Parking Lease, the Owner of the Agency Parking Unit shall be the Approving Party representing the

Housing Parcel. In the event any of the Parties no longer owns an interest in its respective Parcel, the fee owners of the applicable Parcels shall designate a new Approving Party representing the real estate as provided herein and notify the other Owners. If no such notice is given, then, as the case may be, (i) the Approving Party representing the PPLC Parcel shall be the new fee owner of the PPLC Parcel, or if the PPLC Parcel is owned by more than one person, then the fee owner of the PPLC Parcel holding the largest square footage of land area within the PPLC Parcel, (iii) the Approving Party representing the CC One Parcel shall be the new fee owner of the CC One Parcel, or if the CC One Parcel is owned by more than one person, then the fee owner of the CC One Parcel holding the largest square footage of land area within the CC One Parcel, (iv) the Approving Party representing the Authority Parcel shall be the new fee owner of the Authority Parcel, or if the Authority Parcel is owned by more than one person, then the fee owner of the Authority Parcel holding the largest square footage of land area within the Authority Parcel, (v) the Approving Party representing all units contained within the Condominium Project shall be the party designated by the Association, or if the Condominium Project is no longer in existence, then the fee owner of the Housing Parcel, or if the Housing Parcel is owned by more than one person, then the fee owner of the Housing Parcel holding the largest square footage of real property within the Housing Parcel; provided, during the term of the Agency Parking Lease, the new fee owner of the Agency Parking Unit, or if the Agency Parking Unit is owned by more than one person, then the fee owner of the Agency Parking Unit owning the largest number of parking stalls within the Agency Parking Unit.

22. Miscellaneous.

a. Constructive Notice and Acceptance. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any real property affected hereby is and shall be conclusively deemed to have consented and agreed to every covenant, condition, and restriction contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person or entity acquired an interest in such property.

b. Headings. The headings used herein are for convenience only and are not intended to be a part of this Agreement or in any way to define, limit or describe the scope and intent of the sections to which they refer.

c. Effects of Invalidation. If any provision (by reference or otherwise) of this Agreement is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

d. Amendments. This Agreement may not be modified or rescinded, in whole or in part, except by a writing executed by the then fee simple Owners of the Parcels.

e. Binding Effect. It is intended and agreed that the covenants set forth herein shall run with the land and they shall be binding on the Owner, their successors and assigns, and all future owners of the real property affected hereby, to the fullest extent permitted by law and equity.

f. Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Utah.

g. Transfer of Ownership. Each Owner shall be responsible for the performance of all covenants, obligations and undertakings set forth herein with respect to its Parcel and which accrue during the period of its ownership. Each Owner shall give notice to the other Owners upon its transfer of ownership of its Parcel.

h. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one instrument.

i. Warranty Against Payment of Consideration for Agreement. PPLC, CC One, Authority, and Housing Developer each represents and warrants that neither it nor any of its members, managers, employees or officers has: (1) provided an illegal gift or payoff to an Agency officer or employee or former Agency officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in Salt Lake City Corporation's ("City") conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, an Agency officer or employee or former Agency officer or employee to breach any of the ethical standards set forth in the City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

j. Effect of Termination of Agency Parking Lease During the Preliminary Term. The Parties agree that in the event the Agency Parking Lease terminates during the preliminary term thereof (if the Agency Parking Unit is not completed within the preliminary term, the Parking Lease automatically terminates), then this Agreement shall automatically terminate effective as of the date that Agency or Authority records a notice of such termination of this Agreement in the Official Records; provided, until such time as the Parties enter into further agreements as provided in the following sentence, upon the termination of this Agreement, the Second East Ramp Agreements shall be deemed to be in full force and effect without modification by this Agreement. In the event of such a termination of this Agreement, the Parties agree to act promptly and reasonably to enter into such further agreement(s) with regard to the Second East Ramp as is commercially reasonable under the circumstances. Prior to recording a notice of termination of this

Agreement in the Official Records, Agency or Authority, as the case may be, shall deliver a notice of its intention to record such termination to each of the Owners.

k. Remedies. In the event of a default under this Agreement, the Parties shall have all remedies available at law or in equity except as limited by the Section below entitled "Dispute Resolution". In the event any Party fails to cure an undisputed monetary default within one year of the date of such default, in addition to other permitted remedies available at law or in equity, the Parties (not including the defaulting Party) may elect to suspend such defaulting Party's right to use the Second East Ramp until such monetary default is cured (including payment of any applicable attorneys' fees and costs). Such suspension shall be exercised by any of the non-defaulting Parties delivering a written notice of such suspension to the defaulting Party.

l. Dispute Resolution. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if such dispute cannot be settled through direct discussion, the Parties to the dispute agree to first endeavor to settle the dispute by mediation in accordance with the Commercial Mediation Rules of the American Arbitration Association, using a mediator approved by each of such Parties, before instituting legal or equitable proceedings. Each of the disputing Parties shall share the mediator's fee and any filing fees equally, and shall otherwise bear all of its own costs. The mediation shall be held in Salt Lake County, Utah. Final and complete agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction. The Parties agree that all negotiations and statements made (orally or in writing) shall be confidential and shall not be used as evidence in any judicial action or proceeding, to the fullest extent under applicable Federal and State rules of evidence.


In the event that a dispute is not settled pursuant to the immediately preceding paragraph, within one hundred twenty (120) days after a Party notifies the other Parties in writing that such Party desires to attempt to settle the dispute pursuant to the immediately preceding paragraph, then any Party shall have the right in its sole discretion to bring a legal or equitable action before any court located in Salt Lake City, Utah. The Parties agree to waive any right to punitive damages and the right to trial by jury in any action or proceeding based on or pertaining to this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth in the acknowledgments below, to be effective as of the date first set forth above.

[SIGNATURES TO FOLLOW]

CC One:
CITY CENTRE ASSOCIATES, LLC,
a Utah limited liability company, by its Managers:

FAIRFAX REALTY, INC.
a Utah corporation, fka
Price Development Company

By: 

Martin G. Peterson, Executive Vice President


TPC INVESTMENTS, INC.,
a Utah corporation, fka The Prowswood
Corporation

By: 

Its:  Vice Pres.


PPLC:
PRICE/PROSWOOD, LLC,
a Utah limited liability company, by its Managers

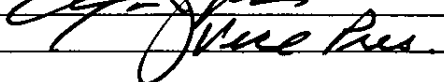
FAIRFAX REALTY, INC., a Utah
corporation, fka Price Development Company

By: 

Martin G. Peterson, Executive Vice President

TPC INVESTMENTS, INC.,
a Utah corporation, fka The Prowswood
Corporation

By: 

Its:  Vice Pres.

AGENCY:

**REDEVELOPMENT AGENCY OF SALT
LAKE CITY**

Approved as to Legal Form:

Jones, Waldo, Holbrook & McDonough, P.C.

By: E. Hulam

By: Ross C. Anderson
Ross C. Anderson
Its: Chief Administrative Officer

By: Valda E. Tarbet
~~David J. Oka~~ Valda E. Tarbet
Its: Executive ~~Officer~~ Director designee

AUTHORITY:

**STATE BUILDING OWNERSHIP
AUTHORITY,**
a body corporate and politic of the State of Utah

By: Edward T. Altu
Its: SECRETARY

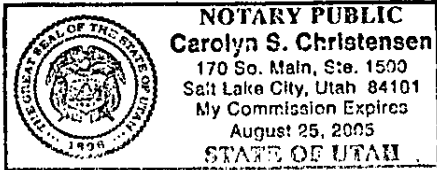
HOUSING DEVELOPER:

WOOD CITY CENTRE ASSOCIATES, L.L.C.
a Utah limited liability company,
By its Manager, WOOD PROPERTY
DEVELOPMENT, L.C., a Utah limited liability
company

By: Alan J. Wood
Alan J. Wood, Manager

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 21st day of June, 2005, by Martin G. Peterson, as Executive Vice President of Fairfax Realty, Inc., a Utah corporation, fka Price Development Company, Manager of Price/Prowswood, LLC.

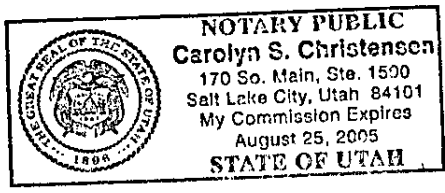


Carolyn S. Christensen
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:
8/25/05

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 21st day of June, 2005, by Alan J. Wood, as Vice President of TPC Investments, Inc., a Utah corporation, fka The Prowswood Corporation, as Manager of Price/Prowswood, LLC.



Carolyn S. Christensen
NOTARY PUBLIC
Residing at: Salt Lake County

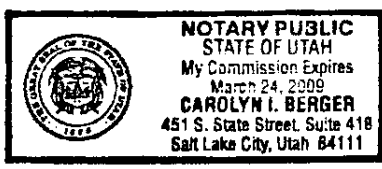
My Commission Expires:
8/25/05

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 20 day of June, 2005, by Ross C. Anderson, as Chief Administrative Officer of the Redevelopment Agency of Salt Lake City, a body corporate and politic of the State of Utah.

Carolyn I Berger
NOTARY PUBLIC
Residing at: 2 County

My Commission Expires:
3/24/09



STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 20 day of June, 2005, by Valda Stewart Executive Director of the Redevelopment Agency of Salt Lake City, a body corporate and politic of the State of Utah.

Carolyn I Berger
NOTARY PUBLIC
Residing at: SL County

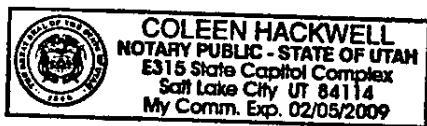
My Commission Expires:

3/24/09



STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 20th day of JUNE, 2005, by EDWARD T. ALTER as SECRETARY of the State Building Ownership Authority, a body corporate and politic of the State of Utah.



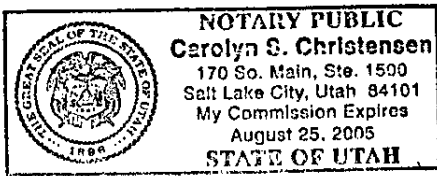
Coleen Hackwell
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:

2/05/09

STATE OF UTAH)
)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 21st day of June, 2005, by Alan J. Wood, Manager of Wood Property Development, L.C., a Utah limited liability company, as Manager of Wood City Centre Associates, L.L.C., a Utah limited liability company.

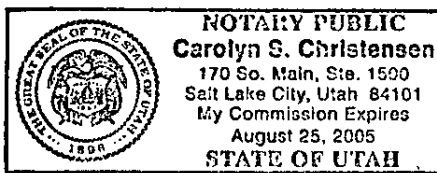


Carolyn S. Christensen
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:
8/25/05

STATE OF UTAH)
)
 :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 21st day of June, 2005, by Martin G. Peterson, the Executive Vice President of Fairfax Realty, Inc., a Utah corporation, fka Price Development Company, as Manager of City Centre One Associates, LLC.

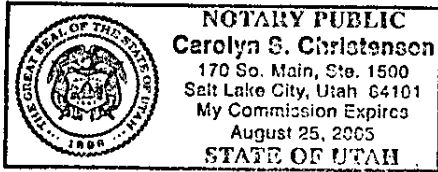


Carolyn S. Christensen
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:
8/25/05

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 21st day of June, 2005, by Alan J. Wood, as the Vice President of TPC Investments, Inc., a Utah corporation, fka The Prowswood Corporation as Manager of City Centre One Associates, LLC.



Carolyn Christensen
NOTARY PUBLIC
Residing at: Salt Lake County

My Commission Expires:

8/25/05

Exhibit "A"

Legal Descriptions of the CC One Parcel, the PPLC Parcel, the Authority Parcel and Housing Parcel

Legal description of PPLC Parcel

Real property located in Salt Lake City, Salt Lake County, State of Utah, as follows:

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.

Legal description of CC One Parcel

Real property located in Salt Lake City, Salt Lake County, State of Utah, 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.

SUBJECT TO an easement pursuant to that certain Grant of Easement dated as of ~~June~~ ^{July} 15, 2005, and recorded ~~June~~ ^{July} 18, 2005, as Entry No. 9435120, in Book 9160, at Page 5049, between City Centre One Associates, LLC and Redevelopment Agency of Salt Lake City under the adjoining property more particularly described as follows:

Beginning at a point on the east line of that property described in Book 6327, at Page 723 of the Salt Lake County records, said point being North 00°02'22" West 141.25 feet along said east line, South 89°58'05" West 96.41 feet along the north line of said property, North 00°01'55" West 59.17 feet along said east line, and South 89°58'05" West 111.83 feet along said north line from the southeast corner of Block 53, Plat "A", Salt Lake City Survey and running thence continuing South 89°58'05" West 10.00 feet to a point 10.00 feet perpendicularly distant westerly from said east line; thence parallel with said east line North 00°01'55" West 85.92 feet to the north line of said property; thence along said north line North 89°57'29" East 10.00 feet; thence along said east line South 00°01'55" East 85.92 feet to the point of beginning.

Legal Description of Housing Parcel

Real property located in Salt Lake City, Salt Lake County, State of Utah, as follows:

BEGINNING AT A POINT North 0°02'22" West 141.25 feet from the Southeast corner of Block 53, Plat "A", Salt Lake City Survey, and running thence South 89°58'05" West 96.41 feet; thence North 0°01'55" West 59.17 feet; thence South 89°58'05" West 111.83 feet; thence North 0°01'55" West 85.92 feet; thence South 89°57'29" West 104.25 feet; thence North 0°02'31" West 143.86 feet; thence North 89°57'26" East 312.47 feet to the East line of said Block 53; then South 0°02'22" East along said East line 288.99 feet to the point of beginning.

TOGETHER WITH an easement pursuant to that certain Grant of Easement dated as of ~~June~~ July 15, 2005, and recorded ~~June~~ July 18, 2005, as Entry No. 9435720, in Book 9160, at Page 5049 between City Centre One Associates, LLC and Redevelopment Agency of Salt Lake City under the adjoining property more particularly described as follows:

Beginning at a point on the east line of that property described in Book 6327, at Page 723 of the Salt Lake County records, said point being North 00°02'22" West 141.25 feet along said east line, South 89°58'05" West 96.41 feet along the north line of said property, North 00°01'55" West 59.17 feet along said east line, and South 89°58'05" West 111.83 feet along said north line from the southeast corner of Block 53, Plat "A", Salt Lake City Survey and running thence continuing South 89°58'05" West 10.00 feet to a point 10.00 feet perpendicularly distant westerly from said east line; thence parallel with said east line North 00°01'55" West 85.92 feet to the north line of said property; thence along said north line North 89°57'29" East 10.00 feet; thence along said east line South 00°01'55" East 85.92 feet to the point of beginning.

Legal Description of Authority Parcel:

DWS Parcel

Real property located in Salt Lake City, Salt Lake County, State of Utah, as follows:

Beginning at a point which is North 89 degrees 57' 24" East 140.57' feet from the Northwest Corner of Lot 5, Block 53, Plat "A", Salt Lake City Survey running thence North 89 degrees 57' 24" East 169.58' feet to the West line of the Heber Wells Site; thence South 0 degrees 02' 18" East 230.10' feet along said West line; thence South 89 degrees 57'26" West 145.07' feet; thence North 0 degrees 02' 16" West 114.55' feet to the East corner of the Brighton Bank Site; thence along said boundary line South 89 degrees 57' 25" West 24.51' feet; thence North 0 degrees 02' 16" West 115.55' feet to the point of beginning.

Heber Wells Building Parcel

Real property located in Salt Lake City, Salt Lake County, State of Utah, as follows:

Beginning at the Northeast corner of Lot 6, Block 53, Plat A, Salt Lake Survey, and running thence South 230 feet; thence West 350 feet; thence North 230 feet; thence East 350 feet to the point of beginning.

Exhibit "B"

Legal Description of Second East Ramp Area

Real property located in Salt Lake City, Salt Lake County, State of Utah, as follows:

Beginning at a point North $0^{\circ}02'22''$ West along the Block line 430.18 feet from the Southeast Corner of Block 53, Plat "A", Salt Lake City Survey, and running thence South $0^{\circ}02'22''$ East along said Block line 44.75 feet to a point on the face of a concrete wall extended; thence South $89^{\circ}57'26''$ West along the face of said concrete wall 182.24 feet; thence North $73^{\circ}34'34''$ West along the face of said concrete wall 45.09 feet; thence South $89^{\circ}57'26''$ West along the face of said concrete wall 124.21 feet; thence North $0^{\circ}05'46''$ East 31.96 feet; thence North $89^{\circ}57'26''$ East 349.61 feet to said East line and point of beginning.

AMENDMENT AND RESTATEMENT OF SECOND EAST RAMP AGREEMENTS

CONSENT TO RECORDATION

(Owners of PPLC Parcel)

Reference is made to the foregoing Amendment and Restatement of Second East Ramp Agreements (the "Agreement") entered into as of the 15th day of July, 2005, by and among Price/Prowswood, LLC, a Utah limited liability company, formerly Price/Prowswood, Ltd. ("PPLC"), City Centre One Associates, LLC, a Utah limited liability company, formerly City Centre One Associates, Ltd. ("CC One"), the Redevelopment Agency of Salt Lake City, a public agency organized and existing under the Redevelopment Agencies Act ("Agency"), State Building Ownership Authority, a body corporate and politic of the State of Utah ("Authority"), and Wood City Centre Associates, L.L.C., a Utah limited liability company ("Housing Developer").

The undersigned constitute all of the current owners of the PPLC Parcel (as defined in the Agreement). Each of the undersigned, for itself and its successors and assigns, hereby consents to the recordation of the Agreement and agrees to be bound by all the terms and conditions hereof.

Pursuant to Section 18 of the Agreement, the address for the owner of the PPLC Parcel shall be changed to the following:

City Centre Development, LLC
595 South Riverwood Parkway, #400
Logan, Utah 84321

KLJB, Ltd.
c/o Paul Willie
595 South Riverwood Parkway, #400
Logan, Utah 84321

Paul Willie
595 South Riverwood Parkway, #400
Logan, Utah 84321

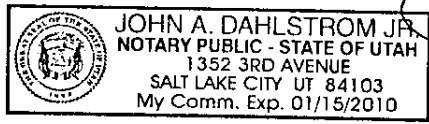
[Remainder of page intentionally left blank.]

CITY CENTRE DEVELOPMENT, LLC

By: [Signature]
Name: Dell Loy Hansen
Its: Manager

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

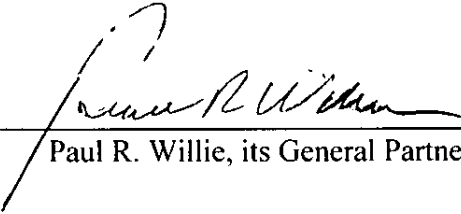
The foregoing instrument was acknowledged before me this 21 day of March, 2008, by Dell Loy Hansen, as Manager of City Centre Development, LLC, a Utah limited liability company.



[Signature]
NOTARY PUBLIC
Residing at: Salt Lake City

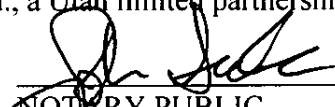
My commission expires:
1/15/10

KLJB, LTD., a Utah limited partnership

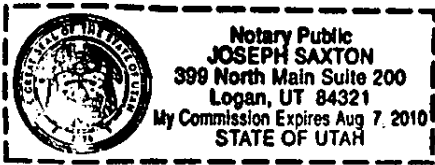
By: 
Paul R. Willie, its General Partner


STATE OF UTAH)
)ss
COUNTY OF CACHE)

The foregoing instrument was acknowledged before me this 20 day of March, 2008, by Paul R. Willie, the General Partner of KLJB Ltd., a Utah limited partnership.


NOTARY PUBLIC
Residing at: Logan, UT


My commission expires:
Aug 7, 2010



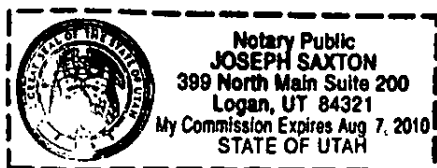

Paul R. Willie, individually

STATE OF UTAH)
)ss
COUNTY OF CACHE)

The foregoing instrument was acknowledged before me this 20 day of March, 2008, by Paul R. Willie.


NOTARY PUBLIC
Residing at: Logan, UT

My commission expires:
Aug 7, 2010



AMENDMENT AND RESTATEMENT OF SECOND EAST RAMP AMENDMENTS

CONSENT TO RECORDATION

(Owners of CC One Parcel)

Reference is made to the foregoing Amendment and Restatement of Second East Ramp Amendments (the "Agreement") entered into as of the 15th day of July, 2005, by and among Price/Prowswood, LLC, a Utah limited liability company, formerly Price/Prowswood, Ltd. ("PPLC"), City Centre One Associates, LLC., a Utah Limited liability company, formerly City Centre One Associates, Ltd. ("CC One"), Redevelopment Agency of Salt Lake City, a public agency organized under the Redevelopment Agencies Act ("Agency"), State Building Ownership Authority, a body corporate and politic of the State of Utah ("Authority"), and Wood City Centre Associates, L.L.C., a Utah limited liability company ("Housing Developer").

The undersigned constitute all of the current owners of the CC One Parcel (as defined in the Agreement). Each of the undersigned, for itself and its successors and assigns, hereby consents to the recordation of the Agreement and agrees to be bound by all the terms and conditions thereof.

Pursuant to Section 18 of the Agreement, the address for the owner of the CC One Parcel shall be changed to the following:

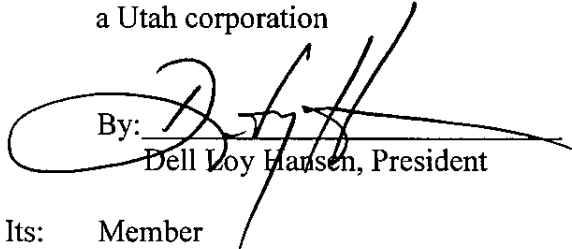
% City Centre Development, LLC
595 South Riverwood Parkway, #400
Logan, Utah 84321

[Remainder of page intentionally left blank.]

JDJ CC Holdings, LLC,
a Utah limited liability company

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

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President

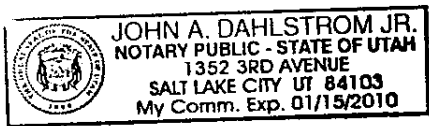
Its: Member

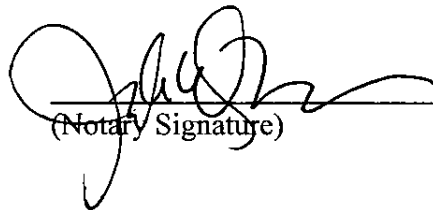
Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **JDJ CC Holdings, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of March, 2008.



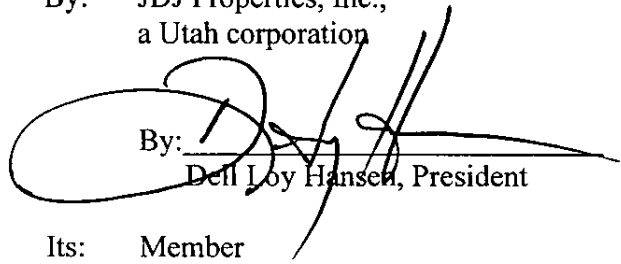


(Notary Signature)

Remington City Centre, LLC,
a Utah limited liability company

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

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President

Its: Member

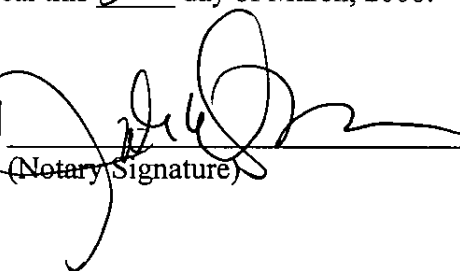
Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **Remington City Centre, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of March, 2008.

 JOHN A. DAHLSTROM JR.
NOTARY PUBLIC - STATE OF UTAH
1352 3RD AVENUE
SALT LAKE CITY UT 84103
My Comm. Exp. 01/15/2010

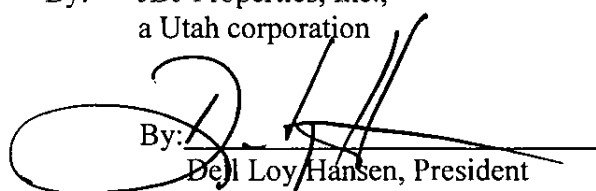


(Notary Signature)

Pucher City Centre, LLC,
a Utah limited liability company

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

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President


Its: Member

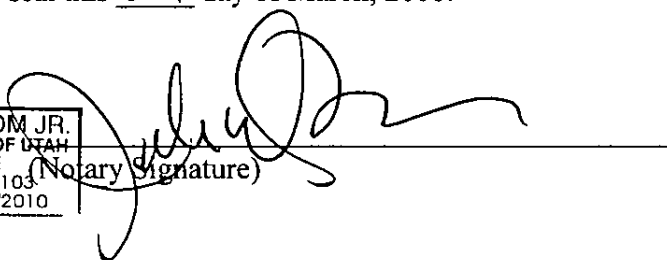
Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **Pucher City Centre, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of March, 2008.

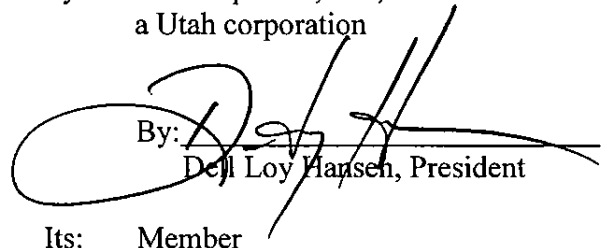
 JOHN A. DAHLSTROM JR.
NOTARY PUBLIC - STATE OF UTAH
1352 3RD AVENUE
SALT LAKE CITY UT 84103
My Comm. Exp. 01/15/2010


Notary Signature

Sackett City Centre, LLC,
a Utah limited liability company

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

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President

Its: Member

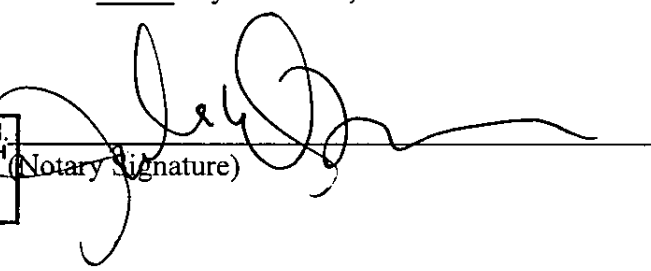
Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **Sackett City Centre, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of March, 2008.

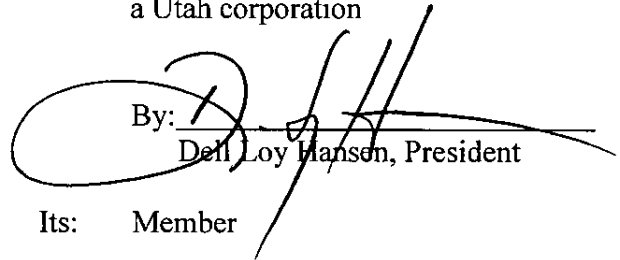
 JOHN A. DAHLSTROM JR.
NOTARY PUBLIC - STATE OF UTAH
1352 3RD AVENUE
SALT LAKE CITY UT 84103
My Comm. Exp. 01/15/2010


(Notary Signature)

Jensen City Centre, LLC,
a Utah limited liability company

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

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President

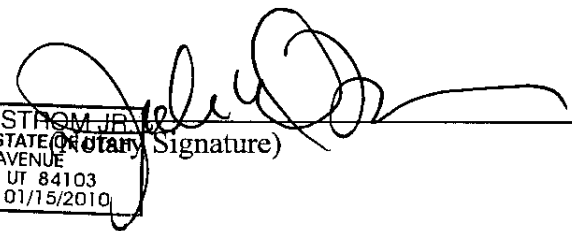
Its: Member

Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **Jensen City Centre, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of March, 2008.



JOHN A. DAHLSTROM, JR.
NOTARY PUBLIC - STATE OF UTAH
1352 3RD AVENUE
SALT LAKE CITY UT 84103
My Comm. Exp. 01/15/2010
(Notary Signature)

Karren City Centre, LLC,
a Utah limited liability company

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

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President

Its: Member

Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **Karren City Centre, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

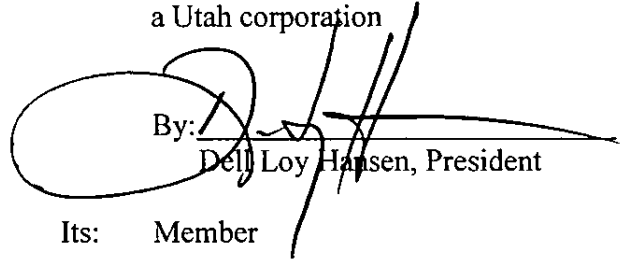
GIVEN under my hand and official seal this 5th day of March, 2008.



Clure City Centre, LLC,
a Utah limited liability company

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

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President


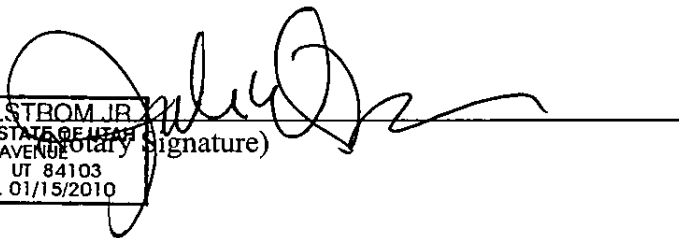
Its: Member

Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **Clure City Centre, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

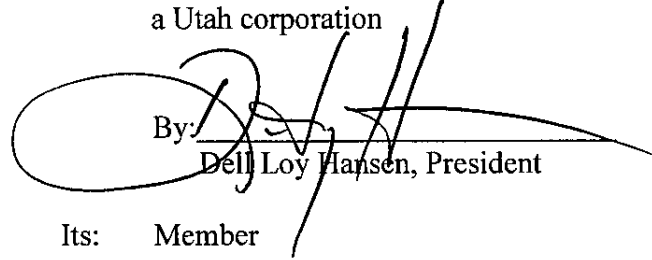
GIVEN under my hand and official seal this 5th day of March, 2008.

 
JOHN A. DAHLSTROM, JR.
NOTARY PUBLIC - STATE OF UTAH
1352 3RD AVENUE
SALT LAKE CITY UT 84103
My Comm. Exp. 01/15/2010
(Notary Signature)

Shelley City Centre, LLC,
a Utah limited liability company

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

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President

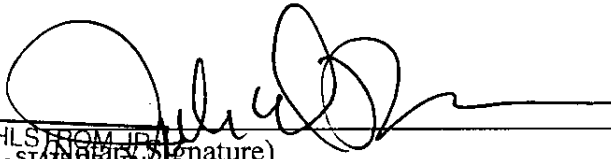
Its: Member

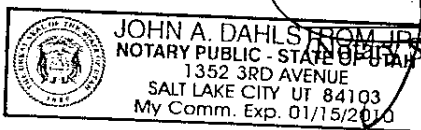
Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **Shelley City Centre, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of March, 2008.



(Signature)

JOHN A. DAHLSROM, JR.
NOTARY PUBLIC - STATE OF UTAH
1352 3RD AVENUE
SALT LAKE CITY UT 84103
My Comm. Exp. 01/15/2010

Miller City Centre, LLC,
a Utah limited liability company

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

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President

Its: Member

Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **Miller City Centre, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of March, 2008.

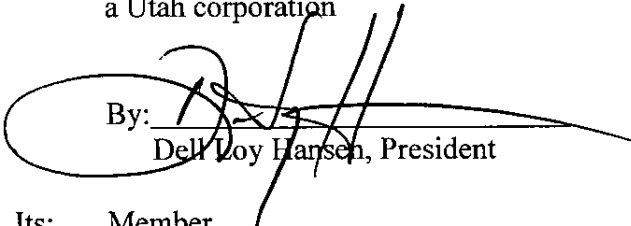


JOHN A. DAHLSTROM, JR.
(Notary Signature)
NOTARY PUBLIC - STATE OF UTAH
1352 3RD AVENUE
SALT LAKE CITY UT 84103
My Comm. Exp. 01/15/2010

Critchfield City Centre, LLC,
a Utah limited liability company

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

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President

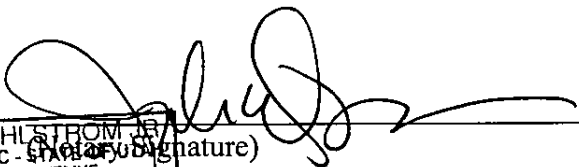
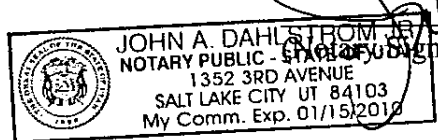
Its: Member

Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **Critchfield City Centre, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

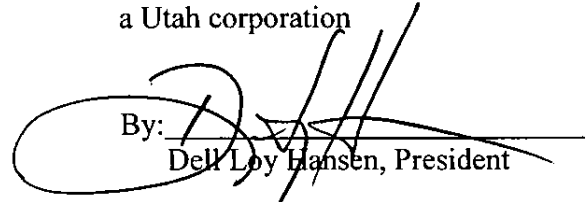
GIVEN under my hand and official seal this 5th day of March, 2008.

Higginson City Centre, LLC,
a Utah limited liability company

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

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President

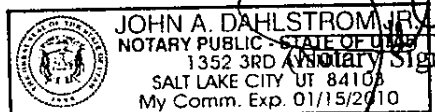
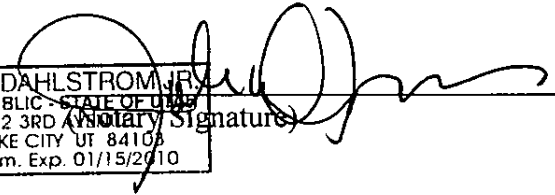
Its: Member

Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **Higginson City Centre, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

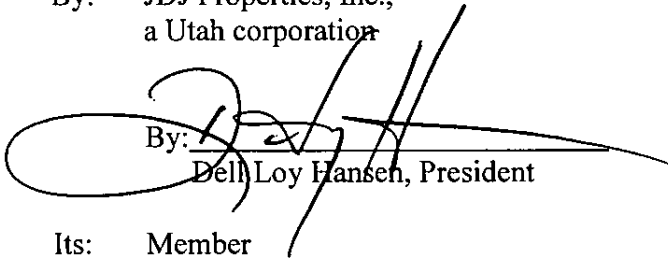
GIVEN under my hand and official seal this 5th day of March, 2008.

City Centre Holdings, LLC,
a Utah limited liability company

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

By: JDJ Properties, Inc.,
a Utah corporation

By: 
Dell Loy Hansen, President


Its: Member

Its: Sole Manager

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

On this day personally appeared before me DELL LOY HANSEN, who acknowledged that he signed the foregoing instrument, and on oath stated that he was authorized to execute the foregoing instrument as he is the President of JDJ Properties, Inc., which is the Member of JDJ CC Manager, LLC, which is the sole manager of **City Centre Holdings, LLC**, a Utah limited liability company, and acknowledged that he signed the same as his free and voluntary act and deed of said party, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of March, 2008.

 JOHN A. DAHLSTROM (Party Signature)
NOTARY PUBLIC - STATE OF UTAH
1352 3RD AVENUE
SALT LAKE CITY UT 84103
My Comm. Exp. 01/15/2010

AMENDMENT AND RESTATEMENT OF SECOND EAST RAMP AGREEMENTS

CONSENT

LASALLE BANK NATIONAL ASSOCIATION, as trustee for the registered holders of Merrill Lynch Mortgage Trust 2006-C2, Commercial Mortgage Pass-Through Certificates, Series 2006-C2 ("Lender"), is beneficiary under that certain Commercial Deed of Trust, Security Agreement, Fixture Filing Financing Statement and Assignment of Leases, Rents, Income and Profits dated July 31, 2006 executed by JDJ CC Holdings, LLC, Remington City Centre, LLC, Pucher City Centre, LLC, Sackett City Centre, LLC, Jensen City Centre, LLC, Karren City Centre, LLC, Clure City Centre, LLC, Shelley City Centre, LLC, Miller City Centre, LLC, Critchfield City Centre, LLC, Higginson City Centre, LLC, and City Centre Holdings, LLC (the "Borrower") and recorded on July 31, 2006, as Document No. 9797012 in Book 9329 at Page 971-1041 in the Official Records of Salt Lake County, Utah (the "Deed of Trust") against the property (the "Subject Parcel") encumbered by the foregoing Amendment and Restatement of Second East Ramp Agreements (the "Agreement"). Lender hereby expressly consents to the execution of the foregoing Agreement by the Borrower and the recordation of the Agreement against the Subject Property and hereby agrees that it or any other person that acquires the Subject Property by foreclosure of the Deed of Trust or by other means shall be bound by the provisions of the Agreement.

Lender is executing this document solely to provide its consent to the Agreement as lender only and not as an agent, joint venturer or partner of any of the other parties hereto. The consent granted herein is expressly limited to the Agreement and shall not be deemed a consent to or as a waiver of any other conditions or requirements in the mortgage or any other documents pertaining to the loan held by the Lender.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

LASALLE BANK NATIONAL ASSOCIATION,
AS TRUSTEE FOR THE REGISTERED
HOLDERS OF MERRILL LYNCH MORTGAGE
TRUST 2006-C2, COMMERCIAL MORTGAGE
PASS-THROUGH CERTIFICATES, SERIES
2006-C2

By: Wachovia Bank, National Association, solely
in its capacity as Master Servicer No. 1, as
authorized under that certain Pooling and
Servicing Agreement dated August 1, 2006

By: *Kirk Young*
Name: Kirk Young
Title: Associate

STATE OF MECKLENBURG)
) ss
COUNTY OF CHARLOTTE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Kirk Young, authorized signatory for
WACHOVIA BANK, NATIONAL ASSOCIATION, personally known to me to be the same
person whose name is subscribed to the foregoing document, appeared before me this day in
person, and acknowledged that he/she signed, sealed and delivered the said Consent and
Subordination on behalf of the said company for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 18 day of March, 2008

Janet Garner
Notary Public



My Commission expires: 2-27-2010

AMENDMENT AND RESTATEMENT OF SECOND EAST RAMP AGREEMENTS

CONSENT AND SUBORDINATION

U.S. Bank National Association ("Lender"), is beneficiary under that certain Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated June 28, 2006 executed by JDJ Properties, Inc., KLJB, Ltd. and City Centre Development, LLC (the "Borrower") and recorded on June 28, 2006, as Document No. 9767708 in Book 9315 at Page 65-93 in the Official Records of Salt Lake County, Utah (the "Deed of Trust") against the property (the "Subject Parcel") encumbered by the foregoing Amendment and Restatement of Second East Ramp Agreements (the "Agreement"). Lender hereby expressly consents to the execution of the foregoing Agreement by the Borrower and the recordation of the Agreement against the Subject Property and hereby agrees that it or any other person that acquires the Subject Property by foreclosure of the Deed of Trust or by other means shall be bound by the provisions of the Agreement.

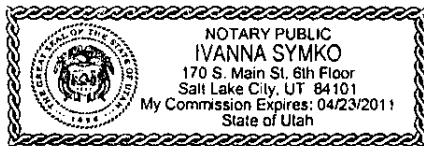
U.S. Bank National Association

By: John Bergstedt
Name: John Bergstedt
Title: Vice President

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John Bergstedt, authorized signatory for U.S. Bank National Association, personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said Consent and Subordination on behalf of the said company for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 12th day of March, 2008



Ivanna Symko
Notary Public