

12817722
7/26/2018 3:43:00 PM \$19.00
Book - 10697 Pg - 532-536
ADAM GARDINER
Recorder, Salt Lake County, UT
VANTAGE TITLE INS AGCY
BY: eCASH, DEPUTY - EF 5 P.

When Recorded Return To:

Kelly Wells
Lake Land Development Corporation
2675 West 2365 South, Suite No. 1
West Valley City, Utah 84119

Space Above for County Recorder's Use

Tax Parcel Nos. 15-27-378-045 & 15-27-378-046

AMENDMENT TO DECLARATION OF EASEMENTS

THIS AMENDMENT TO DECLARATION OF EASEMENTS (the "**Amendment**") is made as of July 25, 2018, by LAKE LAND DEVELOPMENT CORPORATION, a Utah corporation ("**Declarant**").

RECITALS:

A. Declarant is the owner of that certain real property located in Salt Lake County, Utah (the "**Property**") comprised of two parcels (Parcel no. 2 & Parcel no. 3) more particularly described on Exhibit A, which is attached hereto and incorporated herein by this reference, and depicted on the Site Plan attached hereto as Exhibit B (the "**Site Plan**"), which is incorporated herein by this reference.

B. Declarant is party to that certain Declaration of Easements, dated November 30, 2016 and recorded November 30, 2016 as Entry No. 12424317 in Book 10506, at Page 1997, Salt Lake County Recorder's Office ("**Declaration**").

C. Declarant wishes to amend the Declaration as provided herein.

D. All capitalized terms not otherwise defined in this Amendment shall have the definitions contained in the Declaration.

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Declarant declares as of the date set forth above as follows:

1. Enclosure Easement. The Owner of Parcel 2 hereby grants to Owner of Parcel 3 an exclusive easement located on Parcel 2 for the sole purpose of trash/garbage storage incident to the business activities of the Owner of Parcel 3 and its Permittees.

a. Existing Enclosure. There presently exists a trash/garbage enclosure ("**Enclosure**") on Parcel 2 that is utilized by the Owner of Parcel 3 and its permittees. Declarant affirms the Enclosure in its present condition and location is acceptable.

b. Maintenance of Enclosure. The Owner of Parcel 3 shall, at their sole cost and expense, maintain the Enclosure, including the trash container within the area, in good condition and repair. The trash container shall be located so as not to be visible to tenants, customers or other occupants of Parcel 2 and so as not to create or permit offensive odors, health or fire hazards. The Owner of Parcel 3 and its Permittee(s) shall store all trash and garbage within the trash container located in the Enclosure only and arrange for the prompt and regular removal of the trash and garbage. The owner of Parcel 3 shall pay all of the costs of the refuse service provider for the trash and garbage stored within the Enclosure. If the Enclosure is located directly adjacent to, or is otherwise integrated with, the trash enclosure for Parcel 2, the Owner of Parcel 3 shall only be responsible for the maintenance of its portion of the

Enclosure and the Owner of Parcel 2 shall have the same maintenance responsibilities for its portion of the Enclosure.

c. Modification. In the event one of the Owners wishes to modify or relocate the Enclosure, such modification or relocation shall be subject to the consent of the other Owner, which consent shall not be unreasonably withheld provided that the modification or new location continues to provide substantially similar and convenient access for trash/garbage storage. The location of the enclosure will be mutually agreed upon by the Owner of Parcel 2 and the Owner of Parcel 3 and shall be outside of the Building Area and Service Areas for Parcel 2. Each Owner shall cooperate with the requesting Owner in taking all steps necessary or appropriate to accomplish the modification or relocation of the Enclosure. The requesting Owner shall pay all costs necessary to remove, modify, relocate, or reconstruct the Enclosure.

d. Use of Enclosure Easement. No Owner may authorize or permit any third party to use the Enclosure Easement other than its Permittees.

e. Easement Appurtenant. The Enclosure Easement is appurtenant to Parcel 2 and Parcel 3 and cannot be transferred, assigned, or encumbered except as an appurtenance to such Parcels. The rights and obligations granted and imposed hereunder shall run with the land of each of the benefitted and burdened Parcels as the dominant and servient estate, and shall inure to the benefit of and be binding upon the successors in ownership of each such Parcel.

f. Duration. The Enclosure Easement shall run into perpetuity.

2. Miscellaneous. Except as expressly provided in this Amendment, the Declaration remains in full force and effect. In the event of any conflict between this Amendment and other provisions of the Declaration, this Amendment shall control. No modification of this Amendment shall be effective unless in writing. If any provision of this Amendment are found to be invalid, void or illegal, the remaining provisions hereof and/or the application of such provisions to any party, occupant or other person or to any circumstances other than to those to which it is held to be invalid, void or illegal, shall, nevertheless, remain in full force and effect and not be affected thereby.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written, the effective date of this Amendment.

DECLARANT:

LAKE LAND DEVELOPMENT
CORPORATION, a Utah corporation

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke at the end, positioned above the printed name and title.

By: _____
Print Name: Kelly J. Wells
Title: President

EXHIBIT A

(Legal Description of Property)

Parcel 2

A parcel of land located in the Southwest quarter of Section 27, Township 1 South, Range 1 West, basis of bearing for the following description is between the a found brass cap monument representing the South quarter of Section 27 and a found brass cap monument representing the Southwest quarter corner of Section 27 both in Township 1 South, Range 1 West, described as follows:

Beginning at a point which North 00°06'35" West 163.10 feet and South 89°53'25" West 53.25 feet from a found brass cap monument representing the South quarter of Section 27, Township 1 South, Range 1 West, said point being the westerly right of way line of Redwood Road as set forth in warranty deed Entry No. 9287820; thence West 67.93; thence North 11.00 feet; thence West 110.85 feet; North 00°04'30" West 83.24 feet; thence North 89°55'30" East 178.71 feet to a point of said westerly right of way line of Redwood Road; thence South 00°06'35" East 94.48 feet to the point of beginning.

Contains: 15,646.01 Sq. ft or 0.35 Acres

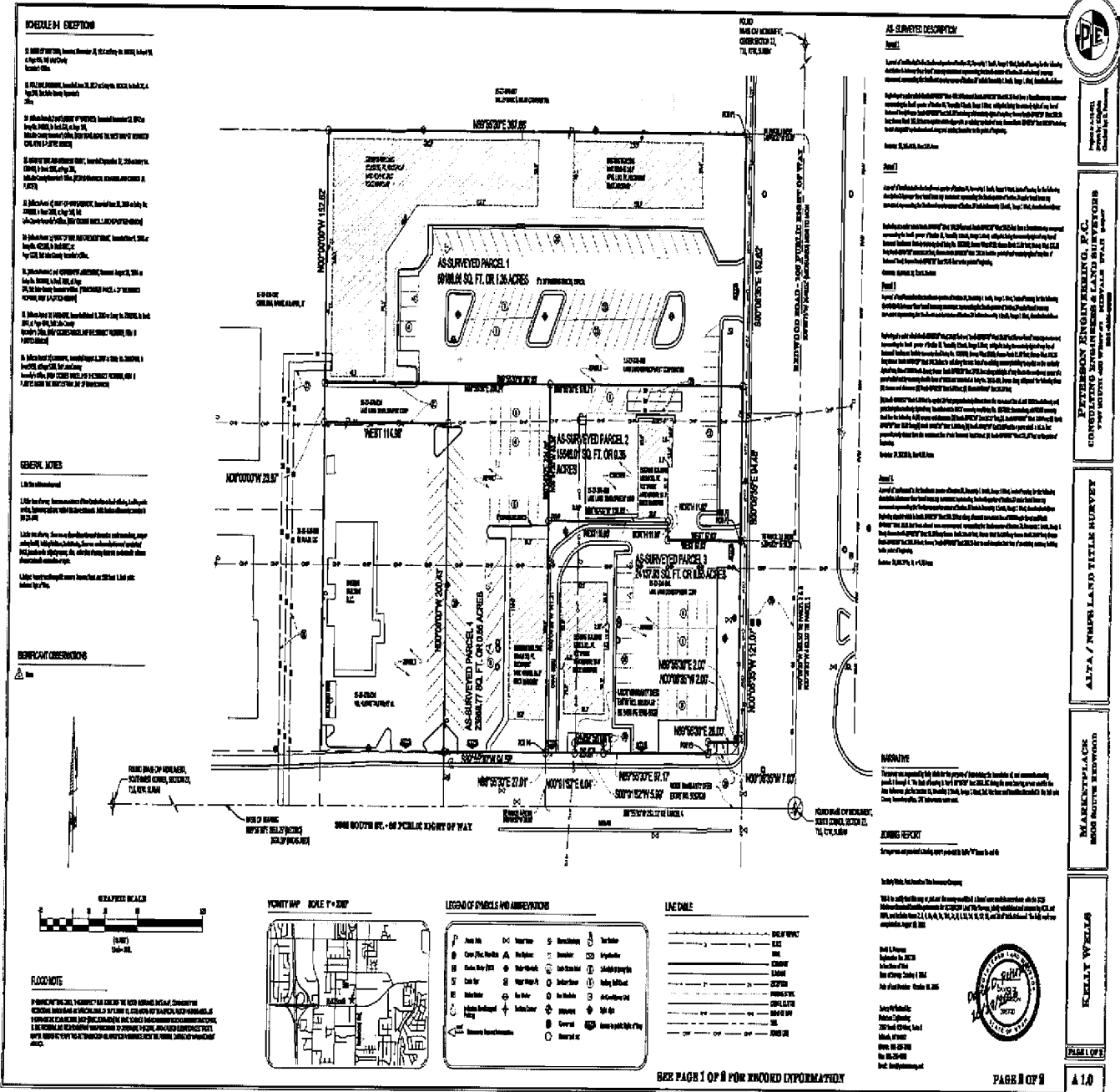
Parcel 3

A parcel of land located in the Southwest quarter of Section 27, Township 1 South, Range 1 West, basis of bearing for the following description is between the a found brass cap monument representing the South quarter of Section 27 and a found brass cap monument representing the Southwest quarter corner of Section 27 both in Township 1 South, Range 1 West, described as follows:

Beginning at a point which North 00°06'35" West 33.00 feet and South 89°53'25" West 53.25 feet from a found brass cap monument representing the South quarter of Section 27, Township 1 South, Range 1 West, said point being the westerly right of way line of Redwood Road as set forth in warranty deed Entry No. 9287820; thence West 67.93; thence North 11.00 feet; thence West 110.85 feet; thence South 00°04'30" West 141.31 feet to and along the East face of an existing masonry building to a point on the northerly right of way line of 3500 South Street; thence North 89°55'30" East 27.01 feet along said right of way line to the southwest corner of a parcel called out by warranty deed in favor of UDOT and recorded as Entry No. 10181459; thence along said parcel the following three (3) courses and distances: (1) North 00°01'52" East 6.04 feet; (2) North 89°58'08" East 26.67 feet; (3) South 00°01'52" West 5.99 feet to a point 33 feet perpendicularly distant from the monument line of said 3500 South Street; said point being the northerly right of way line called out in UDOT warranty deed Entry No. 9287820; thence along said UDOT warranty deed line the following six (6) courses and distances: (1) North 89°55'30" East 97.17 feet; (2) North 00°06'35" West 7.00 Feet; (3) North 89°55'30" East 26.00 feet; (4) North 00°06'35" West 2.00 Feet; (5) North 89°55'30" East 2.00 feet to a point which is 53.25 feet perpendicularly distant from the monument line of said Redwood Road Street; (6) North 00°06'35" West 121.07 feet to the point of beginning.

Contains: 24,137.93 Sq. ft or 0.55 Acres

EXHIBIT B



PETERBOROUGH ENGINEERING, P.C.
 CONSULTING ENGINEERS & LAND SURVEYORS
 1000 UNIVERSITY AVENUE, SUITE 200
 PETERBOROUGH, ONTARIO K9A 1A9
 TEL: (705) 751-1111
 FAX: (705) 751-1112
 WWW.PETERBOROUGHENGINEERING.COM

ALTA / NEPLAND TITLE SURVEY

MARKETPLACE
 8000 ROUTE 7 WEST
 SUITE 100
 PETERBOROUGH, ONTARIO K9A 1A9

KELLY WELLS

PAGE 1 OF 9
 4.10