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7/28/2016 10:03:00 AM \$62.00
Book - 10457 Pg - 5656-5662
Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 7 P.

When recorded return to:

JL Office One Associates, LLC
c/o Foursquare Properties, Inc.
5850 Avenida Encinas, Suite A
Carlsbad, CA 92008
Michelle A. Clarke

APN: See Exhibit A for List

Space above reserved for County Recorder's Use

**FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND RECIPROCAL EASEMENTS**

This First Amendment to Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements ("**Amendment**") is made as of July 27, 2016 by Plaza at Jordan Landing, L.L.C., a Delaware limited liability company ("**Declarant**").

RECITALS

A. Declarant is the successor-in-interest to Jordan Landing, LLC, a Delaware limited liability company. Declarant is the owner of that certain real property situated in the City of West Jordan, County of Salt Lake, State of Utah defined on the legal description attached hereto as Exhibit A attached hereto and incorporated herein and as more particularly described on the original Declaration of Covenants, Conditions, Restrictions and Reciprocal Easements dated December 29, 1998 and recorded on January 5, 1999 as Document No. 7211796, Book 8220, Pgs. 0652-0681 ("**Declaration**").

B. By this Amendment, Declarant desires to amend the Declaration in those particulars as hereinafter set forth.

NOW, THEREFORE, the Declaration is amended as follows:

TERMS

1. Definitions. Except as otherwise expressly defined in this Amendment, all capitalized terms shall have the meanings as are given those terms in the Declaration.

2. Amendment of Declaration. Section 8.2 of the Declaration is hereby amended by deleting from line 5 and 6 the following words: "which derives at least fifty percent (50%) of its sales from the sale of food".

The deletion as set forth above of applies only to the area in the Shopping Center shown on Exhibit B, attached hereto and incorporated herein.

3. Notice Address. The notice address for Declarant is hereby amended as follows:

Plaza at Jordan Landing, L.L.C.
c/o Foursquare Properties, Inc.
5850 Avenida Encinas, Suite A
Carlsbad, CA 92008
Attn: President

4. Effective Date. This Amendment will become effective as of the date it is executed by both parties as defined in the first introductory paragraph above.

5. Effectiveness of Declaration. Except as expressly provided herein, nothing in this Amendment will be deemed to waive or modify any of the provisions of the Declaration, or any amendment or addendum thereto. In the event of any conflict between the Declaration, this Amendment or any other amendment or addendum thereof, the document later in time will prevail.

6. Successors and Assigns. This Amendment will be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Declarant has execution this Declaration, as of the day and year first above written.

PLAZA AT JORDAN LANDING, L.L.C.,
a Delaware limited liability company

By: JL Project, LLC,
a Utah limited liability company
Manager of Plaza at Jordan Landing, L.L.C.

By: FOURSQUARE PROPERTIES, INC.,
a California corporation
Manager of JL Project, LLC

By:


Russell W. Grosse, CEO

EXHIBIT A

LEGAL DESCRIPTION OF SHOPPING CENTER

LEGAL DESCRIPTION OF SHOPPING CENTER:

LOTS 1 THROUGH 36 OF JORDAN LANDING PLAZA SUBDIVISION AS RECORDED WITH THE SALT LAKE COUNTY RECORDER'S OFFICE AS ENTRY NO.8097693, IN BOOK 2001P, PAGE 380.

ALSO

A PORTION OF LOT 37 OF JORDAN LANDING PLAZA SUBDIVISION AS RECORDED WITH THE SALT LAKE COUNTY RECORDER'S OFFICE AS ENTRY NO. 8097693, IN BOOK 2001P, PAGE 380 AND AS DESCRIBED BELOW:

BEGINNING AT A POINT NORTH 89°52'21" WEST 670.53 FEET AND SOUTH 20.62 FEET FROM THE CENTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, THENCE RUNNING ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 89°40'02" WEST) THROUGH A CENTRAL ANGLE OF 01°55'16" A DISTANCE OF 16.77 FEET TO THE SOUTHEAST CORNER OF LOT 37, JORDAN LANDING PLAZA SUBDIVISION; THENCE NORTH 89°40'08" WEST 32.02 FEET TO A POINT ON A NON-TANGENT CURVE AND THE WEST BOUNDARY LINE OF SAID LOT 37 OF JORDAN LANDING PLAZA SUBDIVISION; THENCE ALONG WEST BOUNDARY LINE OF SAID LOT 37 THE FOLLOWING (2) COURSES: ALONG A 468.00 FOOT RADIUS CURVE TO THE LEFT, (CENTER BEARS NORTH 89°40'08" WEST), THROUGH A CENTRAL ANGLE OF 02°03'05" A DISTANCE OF 16.76 FEET, AND NORTH 00°19'58" EAST 411.07 FEET TO A POINT OF A NON-TANGENT CURVE, SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 37; THENCE ALONG A 299.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 09°51'56" EAST) THROUGH A CENTRAL ANGLE OF 10°11'49" A DISTANCE OF 53.30 FEET; THENCE SOUTH 89°40'07" EAST 10.98 FEET TO THE EAST BOUNDARY LINE OF SAID LOT 37, JORDAN LANDING PLAZA SUBDIVISION; THENCE SOUTH 00°19'58" WEST 125.35 FEET; THENCE NORTH 89°39'09" WEST 32.00 FEET; THENCE SOUTH 00°19'58" WEST 290.36 FEET TO A POINT OF CURVATURE; THENCE ALONG SAID 500.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 01°55'16" A DISTANCE OF 16.77 FEET TO THE POINT OF BEGINNING.

CONTAINS: 17,772 SQ. FT. OF 0.408 ACRES.

ALSO

A PORTION OF LOT 38 OF JORDAN LANDING PLAZA SUBDIVISION AS RECORDED WITH THE SALT LAKE COUNTY RECORDER'S OFFICE AS ENTRY NO. 8097693, IN BOOK 2001P, PAGE 380 AND AS DESCRIBED BELOW:

BEGINNING AT A POINT NORTH 00°19'39" EAST 167.24 FEET FROM THE CENTER QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH RANGE 1 WEST, SLB&M; AND RUNNING THENCE NORTH 89°39'09" WEST 503.72 FEET; THENCE NORTH 00°20'51" EAST 100.00 FEET; THENCE NORTH 89°39'09" WEST 134.69 FEET TO THE WEST BOUNDARY LINE OF LOT 38, JORDAN LANDING PLAZA SUBDIVISION; THENCE ALONG SAID WEST BOUNDARY LINE OF LOT 38 NORTH 00°19'58" EAST 125.35 FEET TO THE NORTH BOUNDARY LINE OF SAID LOT 38, JORDAN LANDING PLAZA SUBDIVISION; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID LOT 38 THE FOLLOWING (4)

FOUR COURSES: SOUTH 89°40'07" EAST 30.00 FEET TO A POINT OF CURVATURE, AND ALONG THE ARC OF SAID 228.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 13°58'29" A DISTANCE OF 55.73 FEET TO A POINT ON A REVERSE CURVE, AND ALONG THE ARC OF A 199.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13°58'33" A DISTANCE OF 48.66 FEET, AND SOUTH 89°40'02" EAST 505.04 FEET TO THE NORTHEAST CORNER OF LOT 38, JORDAN LANDING PLAZA SUBDIVISION; THENCE SOUTH 00°19'39" WEST ALONG SAID EAST BOUNDARY OF SAID LOT 38 AND QUARTER SECTION LINE 238.18 FEET TO THE POINT OF BEGINNING.

CONTAINS: 137,482 SQ. FT. OR 3.156 ACRES.

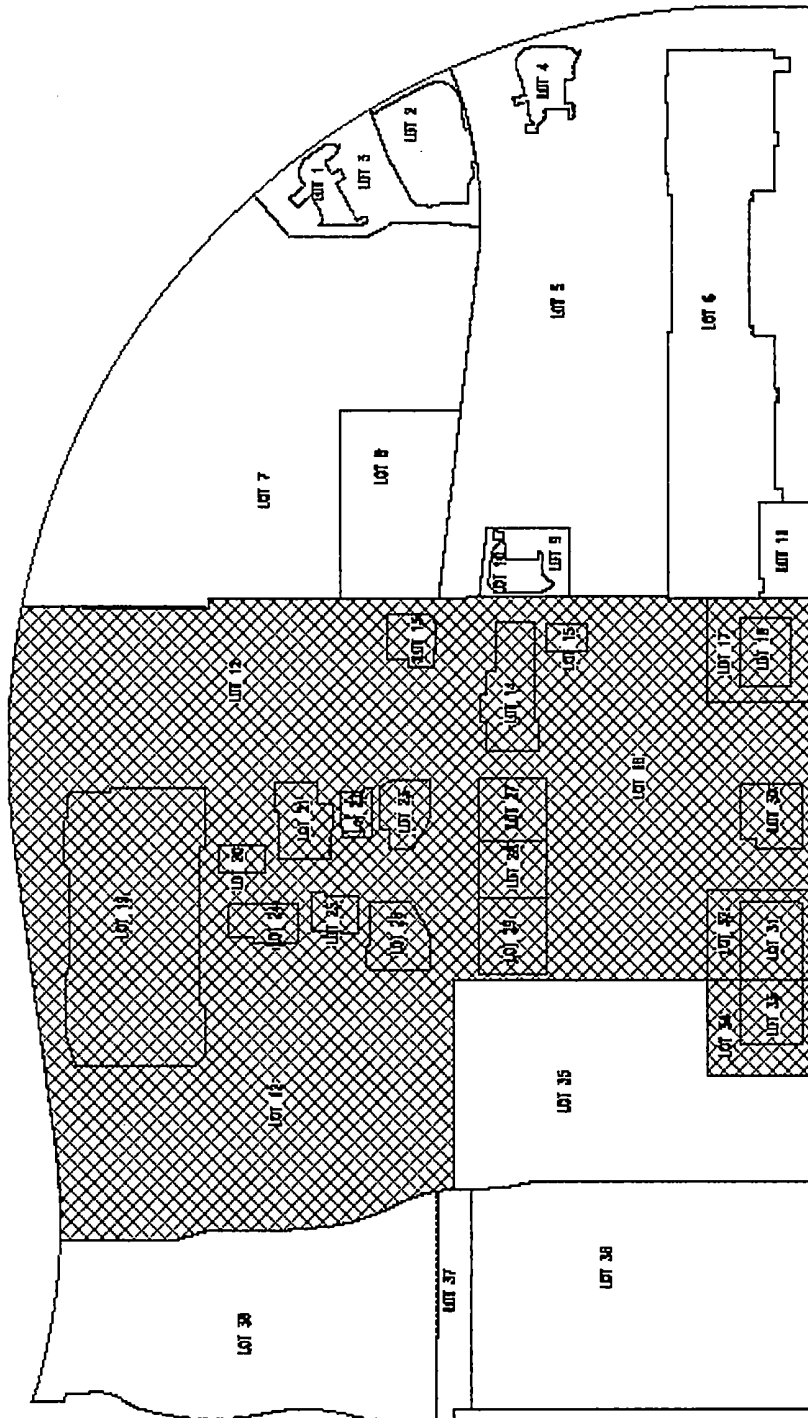
NOTE: THE BEARINGS SHOWN IN THE (2) TWO ADDITIONAL PARCELS ARE REFERENCED FROM THE SALT LAKE COUNTY AREA REFERENCE PLAT WHICH HAS A ROTATION OF 07°31'15" COUNTER-CLOCKWISE FROM THE JORDAN LANDING PLAZA SUBDIVISION PLAT WHICH WAS TAKEN FROM THE AIRPORT GRID SYSTEM AT MUNICIPAL AIRPORT NO. 2 IN WHICH THE CENTERLINE OF THE RUNWAY IS GRID NORTH.

APN: 21-29-127-007, 21-29-127-008, 21-29-127-009, 21-29-127-010, 21-29-127-01, 21-29-127-012, 21-29-127-013, 21-29-177-007, 21-29-177-009, 21-29-177-010, 21-29-177-013, 21-29-177-014, 21-29-177-015, 21-29-177-016, 21-29-176-009, 21-29-176-010, 21-29-176-011, 21-29-176-012, 21-29-177-002, 21-29-177-001, 21-29-177-003, 21-29-177-004, 21-29-177-006, 21-29-126-007, 21-29-126-008, 21-29-126-009, 21-29-126-010, 21-29-127-004, 21-29-127-005, 21-29-127-006, 21-29-176-003, 21-29-176-004, 21-29-126-005, 21-29-126-006, 21-29-176-005, 21-29-176-006, 21-29-176-007, 21-29-176-008, 21-29-177-005.

EXHIBIT B

**PLAZA AT JORDAN LANDING LOT PLAN DEPICTING THAT AREA IN WHICH
LANDLORD MAY HAVE A TAVERN, BAR OR LOUNGE SUBJECT TO THE
CONDITIONS SET FORTH IN PARAGRAPH 1 OF THIS FIRST AMENDMENT**

See attached.



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

On July 27th, 2016, before me Joan E. Hendrick, a Notary Public, personally appeared
Russell M. Grosse

who proved to me on the Basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Joan E. Hendrick
Notary Public

(SEAL)

