

WHEN RECORDED RETURN TO:

Village Square PG, LLC
14034 South 145 East, Suite 204
Draper, UT 84020



ENT 89130:2022 PG 1 of 7
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Aug 10 9:01 am FEE 40.00 BY TM
RECORDED FOR VILLAGE SQUARE PG LLC

Space above for County Recorder's Use

**AMENDMENT TO
DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS**

THIS AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS (“**Amendment**”), is made effective as of June ~~27th~~ 2022 (“**Effective Date**”), by and between LUCYNTHIA ROBBINS LINES aka LUCYNTHIA L. KNUDSEN, TRUSTEE of the Lucynthia Robbins Lines Revocable Trust dated September 22, 2000, and WILSON KALMAR ROBBINS, TRUSTEE of the Wilson Kalmar Robbins Trust dated January 18, 1990 (“**Robbins**”), with an address of 3730 E. Millstream Drive, Millcreek, Utah 84109, and VILLAGE SQUARE AT PLEASANT GROVE, LC, a Utah limited liability company (“**Village Square**”), with an address of 14034 South 145 East, Suite 204, Draper, UT 84020, with reference to the following:

A. Robbins and Village Square entered into that certain Declaration of Easements, Covenants and Restrictions dated September 15, 2003 and recorded on September 25, 2003 as Entry Number 156785 in the official records of the Utah County Recorder (“**Easement Agreement**”) to create certain rights-of-way, easements and restrictions among the said parcel as set forth in the Easement Agreement. This Village Square Easement Area is shown in the original Exhibit “A” and matches the legal description of Village Square Easement Area.

B. Robbins and Village Square are executing this Amendment to set forth the terms upon which Robbins and Village Square will make certain adjustments to the Easement Area (as such term is defined in the Easement Agreement).

NOW THEREFORE, in consideration of the sum of ten dollars and the mutual covenants and conditions herein contained, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Unless otherwise indicated in this Amendment, all capitalized terms used in this Amendment have the definitions assigned in the Easement Agreement.

2. **Control.** This Amendment constitutes an amendment to the Easement Agreement. In the event of any conflict or inconsistency between the terms of this Amendment and the terms of the Easement Agreement, the terms of this Amendment shall control. Except as set forth in this Amendment, all of the provisions of the Easement Agreement remain the same and in full force and effect, and the Easement Agreement is hereby ratified and reaffirmed by the parties.

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3. **Sprinkler System.** Village Square shall separate the existing sprinkler system for the two landscaped islands in the legal description of Village Square Easement Area from the existing Robbins sprinkler system on Village Square property at its own cost and expense. The existing sprinkler controller will remain with the Robbins sprinkler system and will be maintained and controlled by Robbins, and Robbins shall have access to it at all times to operate its sprinklers and maintain the sprinkler line located on the Village Square Parcel (located in the most northern landscaped island). In the event of a reconfiguration of the parking area this sprinkler control box area will be placed so as to protect it from traffic.

4. **Access Easement.** The 10-foot wide area described and depicted in **Exhibit "H"** is hereby granted as an access easement ("**Access Easement**") for vehicle and pedestrian use by Timpanogos Special Service District (meeting their requirements) and by Robbins to access the existing grease trap for the purpose of inspections, pumping, maintenance, repair, and replacement and to access the recycle dumpster. Robbins will maintain the Access Easement area in good condition at its own expense. No landscaping beyond control of weeds will be required. In the event that the area is not properly maintained, Village Square will have the right to perform the maintenance and repair after giving notice of the items needing care, and if not completed within 10 days, Village Square may complete said maintenance and send an invoice to be reimbursed for its costs plus 10% of the cost management fee associated with such maintenance.

5. **Electrical Line.** Village Square will separate the existing electric line to the two light poles on the legal description of Village Square Easement Area and connect to the Village Square electrical service. Village Square will continue to maintain and keep these parking area lights on at night, as has been the practice for the parking area. If at any point these lights are not kept on and maintained by Village Square, Robbins shall give a 10 days notice to Village Square. If not returned to use as agreed to in this paragraph, Robbins shall reconnect those lights as they had previously been connected and Robbins shall send a monthly invoice for half the cost of the outdoor lighting to Village Square plus the cost of reconnecting and maintaining those light poles. If the invoice is not paid to Robbins within 20 days of delivery to Village Square, which delivery may be by email, a late fee of 10% of the invoice will be added to the invoice amount.

6. **Dumpster Enclosure.** The enclosure located within the legal description identified within the Village Square Easement Area description on Exhibit "C" of the original Declaration of Easements, Covenants and Restrictions, which legal description of the dumpster enclosure is attached as **Exhibit "F"** and is shown by aerial as attachment **Exhibit "G"**, will allow for garbage dumpster and, if necessary, for recycling dumpster. The enclosure will allow for access from both ends if required. Robbins is responsible for the building and maintenance of the enclosure after Pleasant Grove approval of the plans and approval of its location.

7. **Plat Recordation.** Robbins hereby requires that the legal description of the Village Square Easement Area which is recorded in Utah County recorder office be designated on Village Square Plat "A" as part of the plat approval process for Village Square's proposed

development, and when approved by the Pleasant Grove planning commission, shall be a part of the recorded Plat "A".

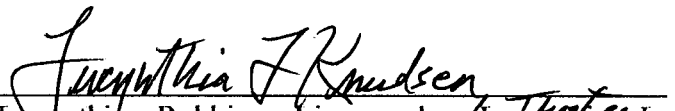
8. **Addendums.** If any Addendum to the Restrictions and Easements Agreement between Smith's Food & Drug Centers, Inc. and Village Square at Pleasant Grove L.C. effective as of June 2, 1998 recorded on June 4, 1998, Entry Number 56260 in the official records of the Utah County Recorder are found to disagree with the terms of this agreement for the Village Square Easement Area, this Declaration of Easement, Covenants, and Restrictions shall be the controlling document for this area.

9. **Entire Agreement.** The execution, delivery, and performance of this Amendment has been duly authorized by all necessary action of the parties, and when duly executed and delivered, will be a legal, valid and binding obligation, enforceable in accordance with its terms.

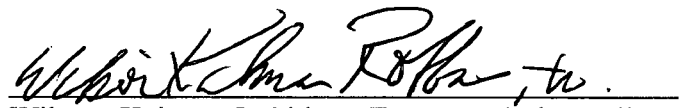
10. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together, will constitute a whole.

The parties have duly executed this Amendment to be effective as of the Effective Date.

ROBBINS:



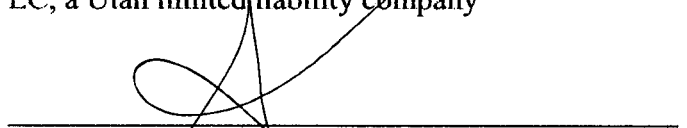
Lucynthia Robbins Lines, aka Lucynthia L. Knudsen Trustee of the Lucynthia Robbins Lines Revocable Trust dated September 22, 2000



Wilson Kalmar Robbins, Trustee of the Wilson Kalmar Robbins Trust dated January 18, 1990

VILLAGE SQUARE:

VILLAGE SQUARE AT PLEASANT GROVE,
LC, a Utah limited liability company

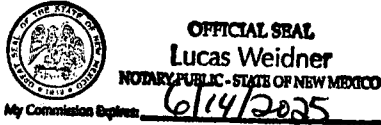


Nathan Shipp, Manager

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STATE OF NEW MEXICO)
)
)
COUNTY OF Bernalillo)

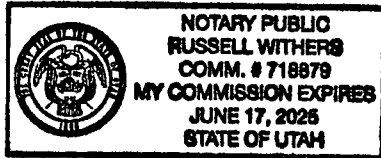
On the 27 day of June, 2022, the forgoing Amendment to Declaration of Easements, Covenants and Restrictions was acknowledged by Lucynthia Robbins Lines aka Lucynthia L. Knudsen, Trustee of the Lucynthia Robbins Lines Revocable Trust dated September 22, 2000



[Signature]
Notary Public

STATE OF UTAH)
)
)
COUNTY OF SALT LAKE)

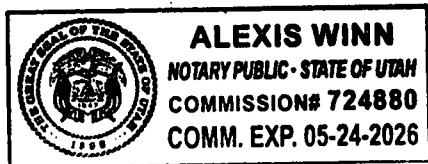
On the 28th day of June, 2022, the forgoing Amendment to Declaration of Easements, Covenants and Restrictions was acknowledged by Wilson Kalmar Robbins, Trustee of the Wilson Kalmar Robbins Revocable Trust dated January 18, 1990.



[Signature]
Notary Public

STATE OF UTAH)
)
)
COUNTY OF SALT LAKE)

On the 9th day of August, 2022, the forgoing Amendment to Declaration of Easements, Covenants and Restrictions was acknowledged by Nathan D. Shipp, in his/her capacity as Manager of Village Square at Pleasant Grove, LC.



[Signature]
Notary Public

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EXHIBIT "F"

Legal Description of Dumpster Enclosure

Beginning at a point located S00°22'25"E along the Section Line 607.59 feet and WEST 219.67 feet from the East Quarter Corner of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence S47°54'36"W 20.00 feet; thence N42°05'24"W 36.00 feet; thence N47°54'36"E 20.00 feet; thence S42°05'24"E 36.00 feet to the point of beginning.

Contains: ±0.02 Acres
720 Sq. Ft.

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EXHIBIT "G"
Aerial Image of Dumpster Enclosure

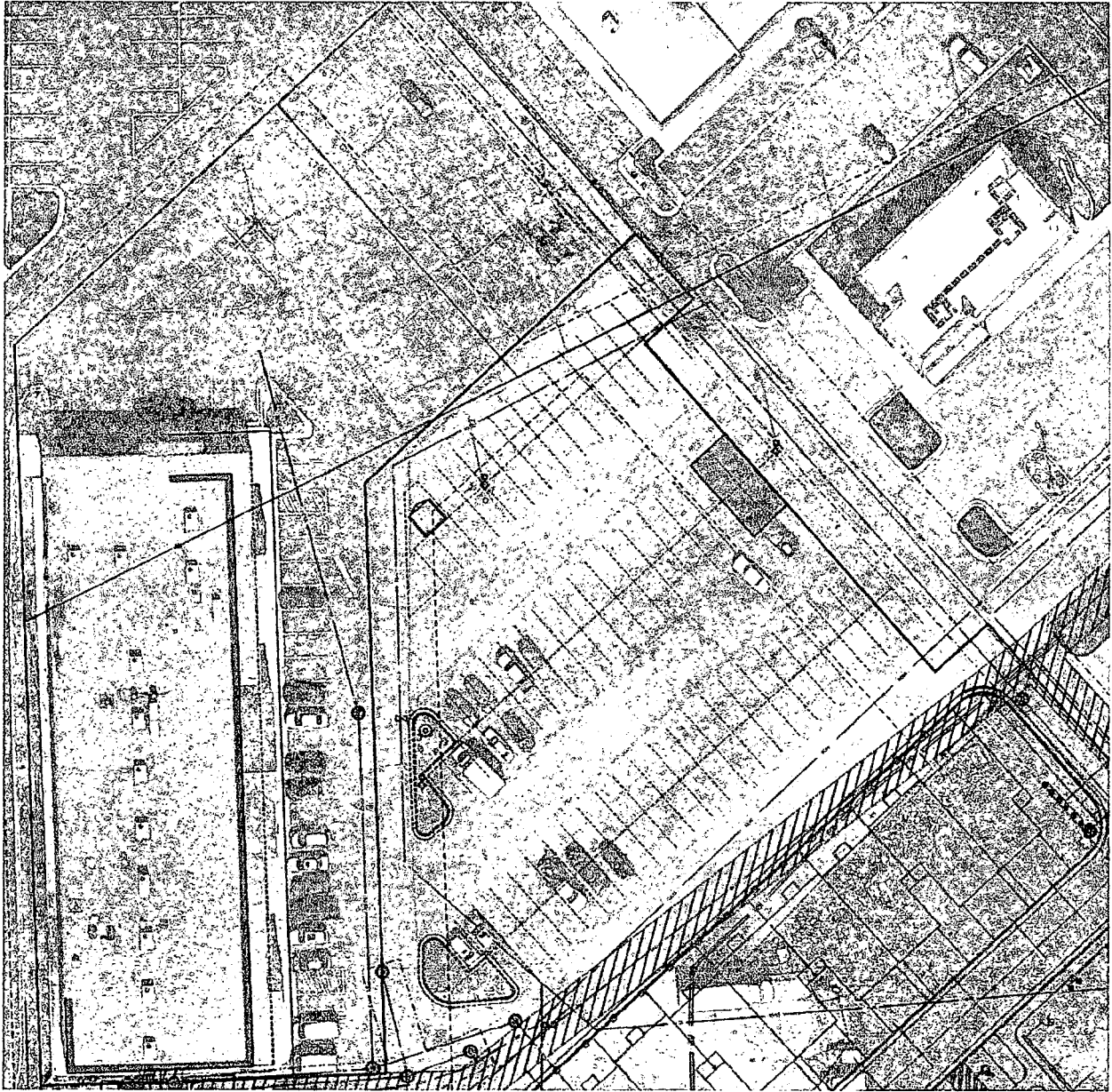
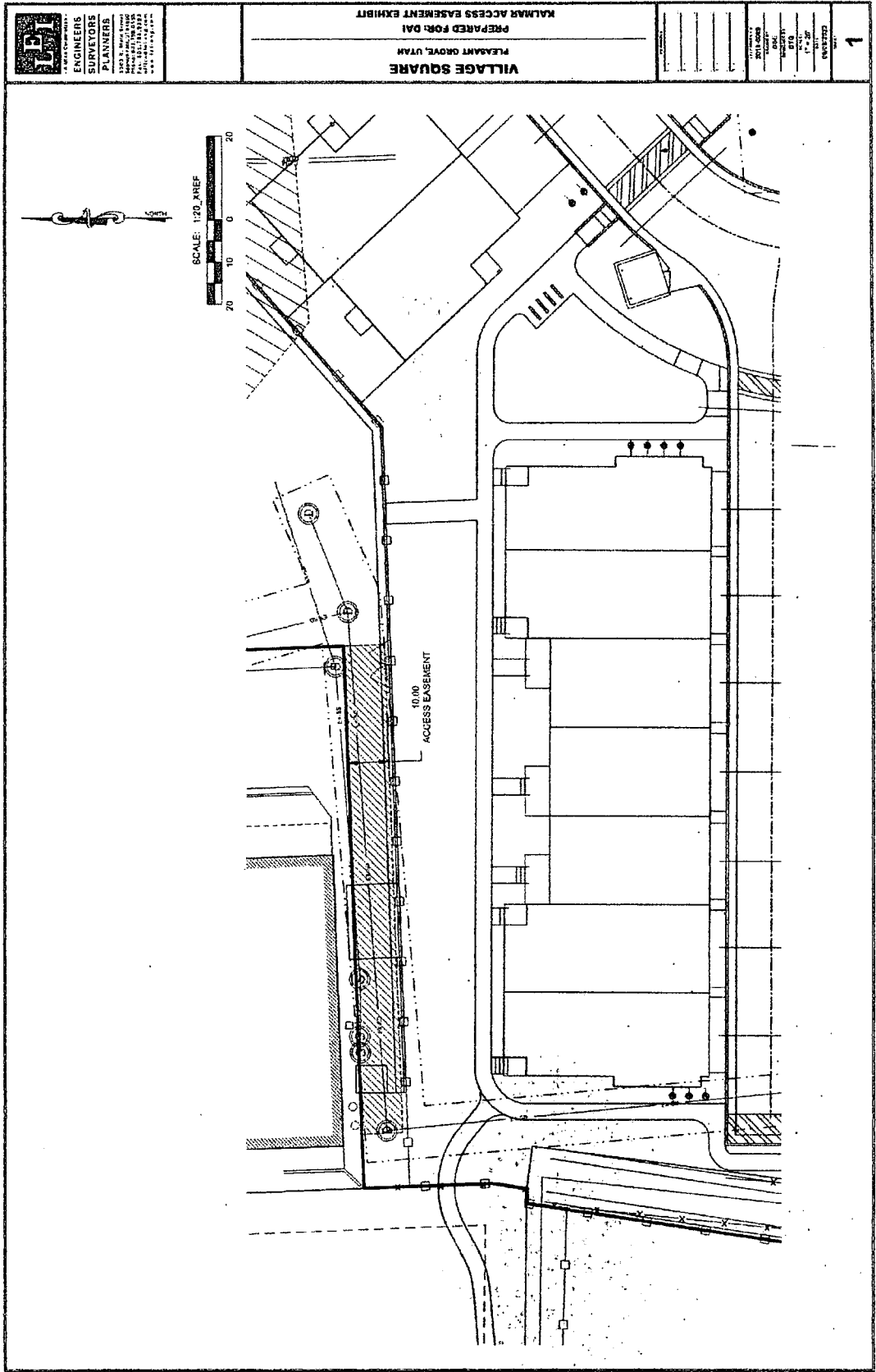


EXHIBIT "H"
Access Easement

A portion of the Southeast Quarter of Section 29, Township 5 South, Range 2 East, Salt Lake Base & Meridian, described as follows:

Beginning at a point located $S00^{\circ}22'25''E$ along the Section Line 821.24 feet and $WEST\ 373.20$ feet from the East Quarter Corner of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian; thence $S02^{\circ}09'00''E$ 10.00 feet; thence $S87^{\circ}51'00''W$ 117.63 feet; thence $N02^{\circ}09'00''W$ 10.00 feet; thence $N87^{\circ}51'00''E$ 117.63 feet to the point of beginning.

*Contains: ± 0.03 Acres
1,176 Sq. Ft.*



WTR