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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
POOLE & ASSOCIATES LC
4543 S 700 E STE 200
SALT LAKE CITY UT 84107
BY: TJP, DEPUTY - WI 13 P.

**FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS
AND
GRANT OF EASEMENTS**

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS (the "First Amendment") is made and executed as of this 15th day of December, 2015, by **BRIGHTON BANK**, a Utah corporation with its principal place of business located in Salt Lake City, State of Utah (hereinafter referred to as "Brighton"), and **UTAH NON PROFIT HOUSING CORPORATION**, a Utah nonprofit corporation with its principal place of business located in Salt Lake City, State of Utah ("UNPHC").

RECITALS:

A. On October 30, 1978, Hermes Associates, a Utah partnership ("Hermes"), made and executed that certain "Declaration of Restrictions and Grant of Easements" (the "Declaration"), with respect to that certain real property located in Salt Lake County, State of Utah, more particularly described on Exhibit "A" attached hereto (herein the "Property"), which Declaration was recorded in the office of the County Recorder of Salt Lake County, State of Utah, on November 9, 1978, as Entry No. 3194546, in Book 4768, beginning at Page 650.

B. The Declaration reserves to Hermes and its successors and purportedly grants to tenants of the Property as of the date of the Declaration certain easements for ingress and parking, which easements in favor of tenants terminate with the termination of their respective leases.

C. Brighton acquired the Property, and other real property, from Hermes by Special Warranty Deed dated July 1, 2010, which Special Warranty Deed was recorded July 8, 2010 as Entry No. 10986670, in Book 9839, beginning at page 4201 of the Official Records of the Salt Lake County Recorder.

D. Brighton sold a portion of the Property to UNPHC, by that certain Warranty Deed, dated August 23, 2014, which Warranty Deed was recorded September 17, 2014, As Entry No. 11914942, in Book 10260, beginning at page 9145 of the Official Records of the Salt Lake County Recorder, which portion is described herein as the "South Parcel"), and agreed to remove the South Parcel from the terms and conditions of the Declaration.

E. Immediately prior to conveyance of the South Parcel to UNPHC, Brighton obtained the consent and approval of all tenants of the Property for the removal of the South Parcel from the terms fo the Declaration, with the exception of That's Fresh, LLC, a Utah limited liability company ("That's Fresh") which refused to provide its consent.

F. Subsequent to conveyance of the South Parcel to UNPHC, That's Fresh as Plaintiff, commenced an action against UNPHC as Defendant, in the Third Judicial District Court of the State of Utah, Salt Lake Department, Civil No. 150902439, seeking to have the court declare that as a tenant That's Fresh had certain access and use rights to the South Parcel.

G. By Order Granting Defendant's [UNPHC] Motion for Summary Judgment and Denying Plaintiff's Motion for Summary Judgment dated December 1, 2015, which Order is recorded in the official records of the Salt Lake County Recorder on December 2, 2015, as Entry No. 12181186, in Book 10384, beginning at Page 3341, the District Court held, among other things, that Plaintiff That's Fresh has no easement or other rights of possession or use in and to the South Parcel.

H. Brighton and UNPHC therefore desire to amend the Declaration and remove the South Parcel from the terms of the Declaration as set forth herein.

NOW, THEREFORE, in consideration of the recitals set forth herein above, Brighton and UNPHC hereby declare, certify, represent and warrant as follows:

1. Removal of South Parcel. Effective with the recordation of this First Amendment, the Declaration is amended to delete from the Declaration and its terms and conditions, that certain real property located in Salt Lake County, State of Utah, more particularly described on Exhibit B attached hereto and incorporated herein and referred to as the "South Parcel." With such removal from the Declaration, Brighton releases for itself, its tenants and their respective successors, assigns, devisees and heirs, any and all reserved easements for ingress or egress over and parking upon and every other use upon any and all portions of the South Parcel. With such removal from the Declaration, UNPHC releases for itself, its tenants, and their respective successors, assigns, devisees and heirs, any and all reserved easements which heretofore may have existed for the benefit of the South Parcel over the remaining portions of the Property.

2. Consent and Approval of Tenants. Brighton covenants, warrants and represents to all parties who hereafter claim any interest in and to the South Parcel, and hereby agrees to indemnify and hold them harmless with respect to any claims to the contrary, that it has obtained the written consent and approval of each and all tenants, other than That's Fresh, who currently have leased any portion of the Property as of the date of the execution and delivery of this First Amendment, for the removal of the South Parcel from the terms and conditions of the Declaration, and the release of easements as stated in Section 1 above. The written consent of each and all of the current tenants of the Property, except That's Fresh, is collectively attached hereto as Exhibit "C". The consent of That's Fresh is not needed by virtue of the Court's order identified in Recital G above.

3. Easement for Emergency Access. Notwithstanding the foregoing provisions, the Declaration is further amended to grant a general easement over the common areas (as defined in the Declaration) of the Property remaining after removal of the South Parcel,


and for the benefit of the South Parcel and parcels adjacent thereto, to all police, sheriff, fire protection, ambulance, and all other similar emergency agencies or persons in the proper performance of their duties.

4. Effective Date. This First Amendment shall take effect upon its being filed for record in the office of the County Recorder of Salt Lake County, Utah.

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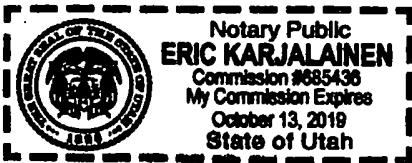
EXECUTED the day and year first above written.

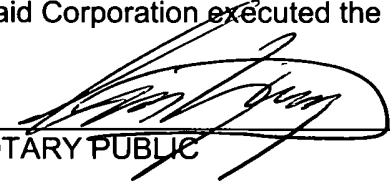
BRIGHTON BANK, a Utah corporation

By 
ROBERT M. BOWEN, President

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

On the 7 day of ^{January} ~~December~~, 2016, personally appeared before me Robert Bowen, who being by me duly sworn, did say that he is the President of Brighton Bank, a Utah corporation, and that the foregoing First Amendment was signed on behalf of said Corporation by authority of its Bylaws or a resolution of its Board of Directors, and the said President acknowledged to me that said Corporation executed the same.




NOTARY PUBLIC

EXECUTED the day and year first above written.

UTAH NON PROFIT HOUSING CORPORATION, a Utah nonprofit corporation

By Marion A. Willey
Marion A. Willey, Executive Director

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

On the 21 day of ~~December, 2015~~ ^{JANUARY 2016}, personally appeared before me Marion A. Willey, who being by me duly sworn, did say that he is the Executive Director of Utah Non Profit Housing Corporation, a Utah nonprofit corporation, and that the foregoing First Amendment was signed on behalf of said Corporation by authority of its Bylaws or a resolution of its Board of Directors, and the said Executive Director acknowledged to me that said Corporation executed the same.



Eileen K. Snideman
NOTARY PUBLIC

CONSENT OF TENANT

The undersigned represents and warrants that it currently is a tenant of one or more portions of the Property described on Exhibit A to this First Amendment and that it/he/she grants its consent and approval to the execution of the First Amendment and the release of any and all easements and rights of way which may have extended into, over or upon the real property described in the First Amendment as the South Parcel and described on Exhibit B attached hereto.

Dated this 28th day of December, 2015.

Tenant:

[Signature]
CHRIS KILLILLY

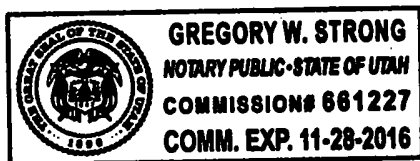
By:

Name
Owner Title

STATE OF UTAH)
: ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 28th day of December, ~~2014~~ 2015, by Chris Killilly the owner of Aztec Highway.

[Signature]
NOTARY PUBLIC



CONSENT OF TENANT

The undersigned represents and warrants that it currently is a tenant of one or more portions of the Property described on Exhibit A to this First Amendment and that it/he/she grants its consent and approval to the execution of the First Amendment and the release of any and all easements and rights of way which may have extended into, over or upon the real property described in the First Amendment as the South Parcel and described on Exhibit B attached hereto.

Dated this 30 day of Dec, 2015.

Tenant:

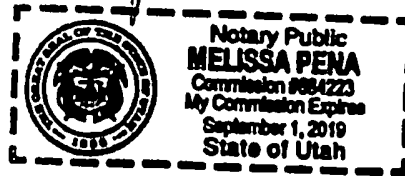
One Mobile LLC

By: [Signature]
Zach Colvin Name
Utah Manager Title

STATE OF UTAH)
: SS
COUNTY OF SALT LAKE)

~~2014~~ The foregoing instrument was acknowledged before me this 30 day of ~~August~~ ^{December}, 2015, by Zach Colvin the Utah manager of One mobile LLC.

[Signature]
NOTARY PUBLIC



CONSENT OF TENANT

The undersigned represents and warrants that it currently is a tenant of one or more portions of the Property described on Exhibit A to this First Amendment and that it/he/she grants its consent and approval to the execution of the First Amendment and the release of any and all easements and rights of way which may have extended into, over or upon the real property described in the First Amendment as the South Parcel and described on Exhibit B attached hereto.

Dated this 5th day of January, ^{2016 DLG} ~~2015~~.

Tenant:

Daniel L Gochbauer

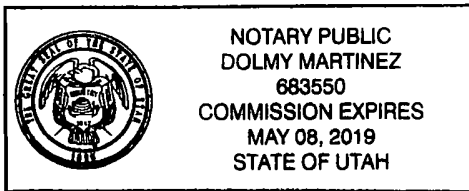
By:

Daniel L Gochbauer Name
Owner Demolition Games Title

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

~~2014~~ ²⁰¹⁶ The foregoing instrument was acknowledged before me this 5th day of ~~August~~ ^{January}, ^{DLG} ~~2014~~ by Daniel L Gochbauer the owner of Demolition Games.

[Signature]
NOTARY PUBLIC



CONSENT OF TENANT

The undersigned represents and warrants that it currently is a tenant of one or more portions of the Property described on Exhibit A to this First Amendment and that it/he/she grants its consent and approval to the execution of the First Amendment and the release of any and all easements and rights of way which may have extended into, over or upon the real property described in the First Amendment as the South Parcel and described on Exhibit B attached hereto.

Dated this 28th day of December, 2015.

Tenant:

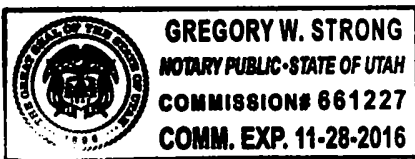
NameLogo Inc dba EmbroidMe

By: Rosemarie S. Black
Rosemarie S. Black Name
President Title

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

2015 The foregoing instrument was acknowledged before me this 28th day of December, ~~2014~~, by Rosemarie Black the President of NameLogo, Inc.

Gregory W Strong
NOTARY PUBLIC



CONSENT OF TENANT

The undersigned represents and warrants that it currently is a tenant of one or more portions of the Property described on Exhibit A to this First Amendment and that it/he/she grants its consent and approval to the execution of the First Amendment and the release of any and all easements and rights of way which may have extended into, over or upon the real property described in the First Amendment as the South Parcel and described on Exhibit B attached hereto.

Dated this 28th day of December, 2015.

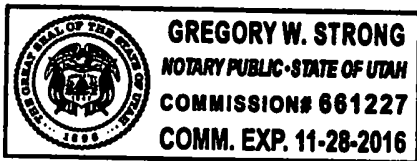
Tenant:

DAVIDS KITCHEN L.L.C

By: [Signature]
HENRY FEI Name
OWNER/MANAGER Title

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 28th day of December ~~2014~~, 2015, by Henry Fei the Managing member of David's Kitchen, LLC.



[Signature]
NOTARY PUBLIC

CONSENT OF TENANT

The undersigned represents and warrants that it currently is a tenant of one or more portions of the Property described on Exhibit A to this First Amendment and that it/he/she grants its consent and approval to the execution of the First Amendment and the release of any and all easements and rights of way which may have extended into, over or upon the real property described in the First Amendment as the South Parcel and described on Exhibit B attached hereto.

Dated this 28th day of December, 2015.

Tenant:

Mano Thai Dineer LLC

By:

L. Wilder
Laddawan Wilder Name
Member Title

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 28th day of December, ~~2014~~ ²⁰¹⁵, by Laddawan Wilder the managing member of Mano Thai Dineer, LLC.

Gregory W Strong
NOTARY PUBLIC

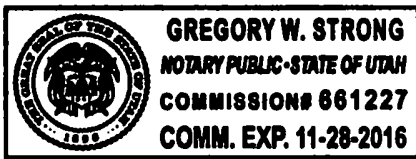


EXHIBIT "A"

(Property)

Beginning at a point S 00°02'00" E, along the west line of Lot 9, Block 16, Ten Acre Plat "A", big field survey 40.00 feet from the northwest corner of said lot and running thence N 89°53'20" E 428.00 feet along the south right of way line of 3300 South Street to the west line of 30 West Street; thence along said west line for the next 3 courses and distances: S 00°01'50" E 266.41 feet to a point on the arc of an 80.00 foot radius curve to the right; thence southwesterly 62.77 feet along said curve (chord bears: S 22°26'57" W 61.177 feet) to a point on the arc of a 60.00 foot radius curve to the left; thence southerly and southeasterly 131.957 along said curve (chord bears: S 18°04'37" E 106.920 feet) to the northeast corner of Lot No. 12, Burton Addition Subdivision; thence S16°03' 49" W 114.44 feet to the southeast corner of said Lot No. 12; thence S 89°52'23" W 207.98 feet to the southwest corner of Lot No. 13 of said Burton Addition Subdivision; thence N 00°02'00" W 137.09 feet to the most westerly northwest corner of said Lot No. 13; thence N 89°53'20" E 11.25 feet; thence N 00°02'00" W 176.99 feet; thence S 89°53'20" W 209.25 feet to the east line of West Temple Street (also known as 100 West Street); thence N 00°02'00" W 220.50 feet along said last line to the point of beginning.

EXHIBIT "B"

(South Parcel)

Beginning at a point South 00°02'00" East 40.00 feet and North 89°53'20" East 428.00 feet and South 00°01'50" East 266.41 feet from the Northwest corner of Lot 9, Block 16, Ten Acre Plat "A", Big Field Survey and running thence along the arc of an 80.00 foot radius curve to the right 62.77 feet (chord bears South 22°26'57" West 61.177 feet) to a point on the arc of a 60.00 foot radius curve to the left 131.957 feet (chord bears South 18°04'37" East 106.92 feet) to the Northeast corner of Lot 12, Burton Addition Subdivision; thence South 16°03'49" West 114.44 feet to the Southeast corner of said Lot 12; thence North 89°52'23" East 20.00 feet; thence South 00°02'00" East 84.29 feet; thence South 89°52'23" West 50 feet; thence North 00°02'00" West 84.24 feet to the South line of Lot 9, Block 16; thence South 89°52'23" West 177.98 feet to the Southwest corner of Lot 13 of said Burton Addition Subdivision; thence North 00°02'00" West 137.09 feet to the most Westerly Northwest corner of said Lot 13; thence North 89°53'20" East 11.25 feet; thence North 00°02'00" West 129.91 feet; thence North 89°34'53" East 218.74 feet to the point of beginning.