

CCR Annexation Page 1 of 4  
Russell Shirts Washington County Recorder  
06/01/2018 10:20:54 AM Fee \$0.00 By STATE  
OF UTAH SCHOOL AND INSTITUTIONAL TRUST  
LANDS ADMINISTRATION

## SECOND AMENDMENT TO DECLARATION OF COVENANTS REGARDING DEVELOPMENT

This SECOND AMENDMENT TO DECLARATION OF COVENANTS REGARDING DEVELOPMENT (the "Second Amendment") is entered into effective January 1, 2017 (the "Effective Date"), by and between the State of Utah, acting by and through the School and Institutional Trust Lands Administration, 675 East 500 South, Salt Lake City, Utah 84102 (the "Trust Lands Administration"), and Brennan Holdings No. 200, LLC, a Utah limited liability company in good standing, P.O. Box 1991, Sun Valley, Idaho 83353 ("Developer").

### RECITALS

A. Effective January 17, 2014, the Trust Lands Administration and Developer entered into that certain Declaration of Covenants Regarding Development (the "Development Declaration") concerning certain lands owned by the Trust Lands Administration in the Sienna Hills Master Planned Community ("Sienna Hills"). The Development Declaration was recorded with the office of the Washington County Recorder on March 3, 2014 as Document #20140006264.

B. The Development Declaration provides that certain lands referred to as the Premises would be conveyed by the Trust Lands Administration to the Developer contingent upon the Premises being developed in accordance with the Development Declaration and in accordance with that certain Development Lease No. 1052 (the "Lease").

C. The Trust Lands Administration and Developer added certain lands to the Development Declaration in the First Amendment to Declaration of Covenants Regarding Development (the "First Amendment"). The parties now desire to add additional lands to the Development Declaration. These same lands have been added to the Lease through a separate amendment.

E. Capitalized terms not otherwise defined in this Second Amendment shall have those meanings set forth in the Development Declaration.

NOW, THEREFORE, in consideration of the mutual covenants set forth and other good and valuable consideration, the parties hereto agree as follows:

1. Property Added to Development Declaration. Those lands more particularly described in **Exhibit A** of this Second Amendment (the "Added Property") are hereby added to the Premises. As of the Effective Date, the Added Property shall be subject to those terms and conditions of the Development Declaration and shall be included in the definition of the Premises.

2. Conflict of Terms. To the extent the terms of this Second Amendment modify or conflict with any provisions of the Development Declaration or the First Amendment, these terms

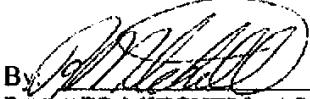
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shall control.

3. Remainder of Development Declaration Unamended. All terms and conditions of the Development Declaration not expressly amended herein shall remain in full force and effect as written.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment.

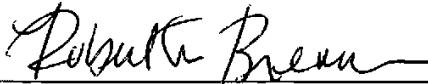
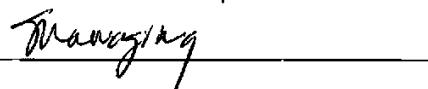
STATE OF UTAH  
School and Institutional Trust Lands Administration

By:   
RODGER MITCHELL, ASSISTANT DIRECTOR

APPROVED AS TO FORM:

By:   
Michael P. McAdie  
Special Assistant Attorney  
General

BRENNAN HOLDINGS NO. 200, LLC

By:   
Its: 

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

On the 24<sup>th</sup> day of August, 20 17, personally appeared before me Rodger Mitchell, who being by me duly sworn did say that he is the Assistant Director of the School and Institutional Trust Lands Administration of the State of Utah, and the signer of the above instrument, who duly acknowledged that he executed the same.

Given under my hand and seal this 24<sup>th</sup> day of August, 20 17.

Alan Russell Roe

Notary Public

My Commission expires:

05/06/21  
(Date)

Residing at: Salt Lake  
(County)



STATE OF Idaho )  
: ss.  
COUNTY OF Blaine )

On the 29<sup>th</sup> day of August, 20 17, personally appeared before me (name) Jeffra Syms, who being by me duly sworn did say that (s)he is the (title) Robert Brennan of Brennan Holdings No. 200, LLC, and who acknowledged that (s)he, being duly authorized, did execute the foregoing instrument on behalf of said company.

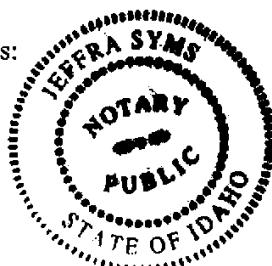
Given under my hand and seal this 29<sup>th</sup> day of August, 20 17.

Jeffra Syms  
Notary Public

My Commission expires:

10/25/2017  
(Date)

Residing at: Blaine  
(County)



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**Exhibit A**  
Added Property

Sienna Hills – Area 4C

Beginning at a point which is North 01°02'46" East 244.15 feet along the East Section line and North 90°00'00" East 51.20 feet from the Southeast corner of Section 12, Township 42 South, Range 15 West, of the Salt Lake Base and Meridian; said point also being on the Easterly boundary of Development Lease Agreement No. 1052 – Parcel 4 of the Sienna Hills Development; running thence along said boundary North 15°18'20" East 223.48 feet, thence North 43°39'46" East 291.14 feet, thence South 27°06'22" East 197.60 feet, thence South 12°13'05" East 170.11 feet, thence South 36°19'40" East 207.64 feet, thence South 22°04'16" West 87.63 feet, thence South 42°45'06" East 26.77 feet to a point of curvature of a 40.00 foot radius curve concave to the right, thence Southeasterly 43.15 feet along the arc of said curve through a central angle of 61°48'04", the chord of which bears South 11°51'04" East for a distance of 41.08 feet to a point of tangency; thence South 19°02'58" West 177.42 feet to a point of curvature of a 40.00 foot radius curve concave to the right, thence Southwesterly 30.76 feet along the arc of said curve through a central angle of 44°03'18", the chord of which bears South 41°04'37" West for a distance of 30.00 feet to a point of tangency; thence South 63°06'16" West 37.20 feet, thence South 43°57'48" West 84.09 feet to a point of curvature of a 35.00 foot radius curve concave to the left, thence Southwesterly 31.27 feet along the arc of said curve through a central angle of 51°11'17", the chord of which bears South 18°22'10" West for a distance of 30.24 feet to a point of reverse curvature of a 35.00 foot radius curve concave to the right, thence Southwesterly 46.04 feet along the arc of said curve through a central angle of 75°22'23", the chord of which bears South 30°27'43" West for a distance of 42.79 feet to a point of reverse curvature of a 85.00 foot radius curve concave to the left, thence Southwesterly 81.76 feet along the arc of said curve through a central angle of 55°06'32", the chord of which bears South 40°35'38" West for a distance of 78.64 feet to a point of tangency; thence South 13°02'22" West 182.58 feet to a point of curvature of a 300.00 foot radius curve concave to the left, thence Southwesterly 120.93 feet along the arc of said curve through a central angle of 23°05'48", the chord of which bears South 01°29'28" West for a distance of 120.12 feet to a point of tangency; thence South 10°03'26" East 67.90 feet, thence South 02°08'48" East 63.28 feet to a point on said Parcel 4 Lease Agreement No. 1052 boundary; thence along said boundary the following (15) courses; thence North 27°20'20" West 83.69 feet, thence North 17°27'06" West 79.71 feet, thence North 52°41'59" West 74.31 feet, thence North 79°33'20" West 74.31 feet, thence South 74°50'20" West 137.28 feet, thence North 25°41'12" East 58.73 feet, thence North 20°50'18" East 79.30 feet, thence North 15°59'24" East 79.31 feet, thence North 11°08'31" East 79.30 feet, thence North 06°17'37" East 79.31 feet, thence North 01°49'55" East 75.19 feet, thence North 00°48'33" East 70.00 feet, thence North 07°32'51" East 70.49 feet, thence North 18°20'37" East 73.41 feet, thence North 07°20'09" West 229.64 feet to the point of beginning.

The total Area of Sienna Hills Area 4C, as described above, is 444,006 sq.ft. or 10.2 acres more or less.