



W2372030

E# 2372030 PG 1 OF 9
ERNEST D ROWLEY, WEBER COUNTY RECORDER
27-OCT-08 1005 AM FEE \$35.00 DEP LF
REC FOR: FOUNDERS TITLE COMPANY - SYRAC
ELECTRONICALLY RECORDED

WHEN RECORDED RETURN TO:
R. Scott Priest
P.O. Box 2000
Layton, Utah 84041

AMENDED AND RESTATED DECLARATION OF EASEMENTS

The undersigned Sandstone Shopping Center, LLC, a Utah limited liability company, is the owner ("Owner") of a parcel of land described in Exhibit "A" attached hereto and made a part hereof (the "Original Parcel"). The Owner has, with the approval of Ogden City, created the "Wall Commercial Subdivision," which subdivided the Original Parcel into three lots, consisting of Lot 1, Lot 2, and Lot 3, each of which is more particularly described on the Plat of Wall Commercial Subdivision recorded as Entry No. 2350780 on June 30, 2008, in Book 68, Page 64, Official Records of Weber County (the "Plat") and referred to herein respectively as "Lot 1," "Lot 2," and "Lot 3." The westerly line of Lot 2 is contiguous to a portion of the easterly line of Lot 1, and the easterly line of Lot 3 is contiguous to a portion of the westerly line of Lot 1.

Under date of September 24, 2007, a Declaration of Easements was recorded as Entry No. 2293736 (the "Original Declaration"), which contained various incorrect entries, and the Owner desires to correct the Original Declaration. This Amended and Restated Declaration of Easements ("Amended Declaration") amends and restates and supersedes in its entirety, the Original Declaration.

EASEMENT IN FAVOR OF LOT 2

The Owner hereby declares for the benefit of Lot 2, and grants to the owner of Lot 2 and its respective successors, and assigns, for the use and benefit of Lot 2 and of such owner and its employees, representatives, agents, invitees, guests and tenants, with Lot 1 being the burdened property and Lot 2 being the benefited property, a non-exclusive easement for vehicle and pedestrian access, ingress and egress to and from Lot 2, but not for parking, over and across the portion of Lot 1 described on Exhibit "B," which exhibit is attached hereto and made a part hereof (the "Easement in Favor of Lot 2"). Such Easement in favor of Lot 2 shall run with the land and shall be appurtenant to Lot 2, and shall be for the benefit of the owner of Lot 2.

EASEMENT IN FAVOR OF LOT 1

The Owner hereby declares for the benefit of Lot 1, and grants to the owner of Lot 1 and its respective successors, and assigns, for the use and benefit of Lot 1 and of such owner and its employees, representatives, agents, invitees, guests and tenants, with Lot 3 being the burdened property and Lot 1 being the benefited property, a non-exclusive easement for vehicle and pedestrian access, ingress and egress to and from Lot 1, but not for parking, over and across the portion of Lot 3 described on Exhibit "C," which exhibit is attached hereto and made a part hereof, (the "Easement in Favor of Lot 1"). Such Easement in Favor of Lot

1 shall run with the land and shall be appurtenant to Lot 1, and shall be for the benefit of the owner of Lot 1.

EASEMENT IN FAVOR OF LOT 3

The Owner hereby declares for the benefit of Lot 3, and grants to the owner of Lot 3 and its respective successors, and assigns, for the use and benefit of Lot 3 and of such owner and its employees, representatives, agents, invitees, guests and tenants, with Lot 1 being the burdened property and Lot 3 being the benefited property, a non-exclusive easement for vehicle and pedestrian access, ingress and egress to and from Lot 3, but not for parking, over and across the portion of Lot 1 described on Exhibit "D," which exhibit is attached hereto and made a part hereof, (the "Easement in Favor of Lot 3"). Such Easement in Favor of Lot 3 shall run with the land and shall be appurtenant to Lot 3, and shall be for the benefit of the owner of Lot 3.

OTHER TERMS:

1. The respective owner of each Lot shall maintain the easement area burdening its own Lot. The respective owner of each Lot agrees to restore the easement area burdening its own Lot to the condition it was in before any disturbance caused by or arising from such owner's construction, operation, maintenance, or repair of its own Lot, including such easement area. Each of the owners of a Lot burdened by one of the easement areas shall defend, indemnify and hold the owner(s) of the Lot benefited by such easement and all of their employees or agents harmless from any and all claims, demands, or liability arising from alleged acts or omissions of the owner of the burdened Lot or of its employees or agents, or the negligent maintenance, construction, or dangerous condition of that owner's easement area and improvements. Likewise, the respective owner of each Lot that is benefited by an easement area shall defend, indemnify and hold the owner of the burdened Lot harmless from any and all claims, demands, or liability arising from alleged acts or omissions, or the negligent use of the easement area, by that benefited owner or its licensees, invitees, employees or agents.

2. This Declaration shall be binding on and inure to the benefit of the parties, their heirs, successors and assigns.

3. Any breach of the terms of this Declaration shall entitle the non-breaching party, to pursue all remedies available at law or in equity in order to enforce the terms of this Declaration, and to recover all costs, including reasonable attorney fees, incurred in enforcing the terms of this Declaration.

4. This Declaration may be amended or terminated only in writing by the owners of the Lots affected thereby.

5. This Declaration shall be governed by and construed in accordance with the laws of the State of Utah.

6. Nothing contained herein shall be deemed to create a partnership or a joint venture between any of the parties, nor shall anything contained herein be deemed to create third party beneficiary rights in anyone not a party to this Declaration.

Executed and made effective this 23 day of Oct, 2008

Sandstone Shopping Center, LLC
A Utah limited liability company

By: 

R. Scott Priest

Its: Managing Member

**NOTARIZATION FOR SANDSTONE SHOPPING CENTER, LLC
AMENDED AND RESTATED DECLARATION OF EASEMENTS**

STATE OF UTAH)
DAVIS COUNTY)

On the 23 day of Oct, 2008 AD personally appeared before me
R. Scott Priest, the signer of the foregoing instrument, who duly acknowledged to
me that he executed the instrument, and that he executed it on behalf of Sandstone Shopping Center,
LLC

Jenny Wall
Signature of Notary Public

Notary Public for the State of Utah

My commission expires: April 10, 2011

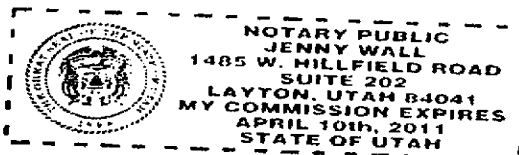


EXHIBIT A

LEGAL DESCRIPTION OF THE ORIGINAL PARCEL

A PART OF THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, U.S. SURVEY.

BEGINNING AT A POINT ON THE NORTH LINE OF 3300 SOUTH STREET 892.57 FEET NORTH 89°50'28" WEST ALONG THE SECTION LINE AND 33.00 FEET NORTH 00°09'32" EAST FROM THE SOUTHEAST CORNER OF SAID SECTION 36; SAID POINT OF BEGINNING BEING 33.00 FEET NORTH 00°01'55" EAST ALONG THE SIXTEENTH SECTION LINE AND 428.62 FEET SOUTH 89°50'28" EAST ALONG THE NORTH LINE OF 3300 SOUTH STREET FROM THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 36; AND RUNNING THENCE NORTH 00°00'47" WEST 585.24 FEET ALONG THE WEST LINE OF THE WEBER HUMAN SERVICES PROPERTY AS MONUMENTED ON THE GROUND TO THE SOUTH LINE OF THE FMC TECHNOLOGIES INC., PROPERTY; THENCE ALONG SAID FMC TECHNOLOGIES INC., PROPERTY THE FOLLOWING FOUR (4) COURSES: NORTH 89°50'28" WEST 429.26 FEET; NORTH 00°21'53" WEST 296.67 FEET; NORTH 89°50'28" WEST 3.00 FEET; NORTH 00°01'17" EAST 411.06 FEET; THENCE NORTH 89°11'43" WEST 742.42 FEET TO THE SOUTHERLY LINE OF THE OREGON SHORT LINE RAILROAD RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG THE ARC OF A 4483.80 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 34.93 FEET (LONG CHORD BEARS SOUTH 60°45'13" WEST 34.93 FEET) ALONG SAID RAILROAD RIGHT OF WAY; THENCE SOUTH 05°52'30" EAST 455.50 FEET; THENCE NORTH 89°50'28" WEST 5.33 FEET; THENCE SOUTH 01°15' WEST 363.50 FEET; THENCE NORTH 89°50'28" WEST 281.82 FEET; THENCE SOUTH 01°15' WEST 467.85 FEET TO THE NORTH LINE OF 3300 SOUTH STREET; THENCE SOUTH 89°50'28" EAST 1465.62 FEET ALONG SAID NORTH LINE OF STREET TO THE POINT OF BEGINNING.

CONTAINING 1351935 S.F. OR 31.04 ACRES

15-474-0001 -
15-474-0002 - d.s.
15-474-0003 -

EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENT IN FAVOR OF LOT 2

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 OF WALL COMMERCIAL SUBDIVISION AS RECORDED AT THE OFFICE OF THE WEBER COUNTY RECORDER AND RUNNING THENCE NORTH 89°50'28" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 1 60.00 FEET; THENCE NORTH 00°21'53" WEST 585.27 FEET; THENCE SOUTH 89°50'28" EAST 60.00 FEET; THENCE SOUTH 00°21'53" EAST 585.27 FEET TO THE SOUTH LINE OF SAID LOT 1 AND THE POINT OF BEGINNING.

15-474-0001 *AS.*

EXHIBIT "C"

LEGAL DESCRIPTION OF EASEMENT IN FAVOR OF LOT 1

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF WALL COMMERCIAL SUBDIVISION AS RECORDED AT THE OFFICE OF THE WEBER COUNTY RECORDER AND RUNNING THENCE NORTH 02°12'59" EAST ALONG THE WEST LINE OF SAID LOT 1 468.07 FEET; THENCE NORTH 89°50'28" WEST 25.00 FEET; THENCE SOUTH 02°12'59" WEST 468.07 FEET TO SAID SOUTH LINE OF LOT 1; THENCE SOUTH 89°50'28" EAST ALONG SAID LINE 25.00 FEET TO THE POINT OF BEGINNING.

15-474-0001 - *[Signature]*

EXHIBIT "D"

LEGAL DESCRIPTION OF EASEMENT IN FAVOR OF LOT 3

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 36, TOWNSHIP 6 NORTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN, U.S. SURVEY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF WALL COMMERCIAL SUBDIVISION AS RECORDED AT THE OFFICE OF THE WEBER COUNTY RECORDER AND RUNNING THENCE NORTH 02°12'59" EAST ALONG THE WEST LINE OF SAID LOT 1 468.07 FEET; THENCE SOUTH 89°50'28" EAST 25.00 FEET; THENCE SOUTH 02°12'59" WEST 468.07 FEET TO SAID SOUTH LINE OF LOT 1; THENCE NORTH 89°50'28" WEST ALONG SAID LINE 25.00 FEET TO THE POINT OF BEGINNING.

15-474-0003 /
d.s.