

When Recorded Return To: 2792567
Clinton Corners, LLC BK 5966 PG 958
1572 Woodland Park Dr., Ste. 505
Layton, Utah 84041

E 2792567 B 5966 P 958-969
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
3/3/2014 4:37:00 PM
FEE \$34.00 Pgs: 12
DEP eCASH REC'D FOR BONNEVILLE SUPERIOR

Tax Id Numbers: 14-478-0002, 14-489-0003, 14-489-0004

**FIRST AMENDMENT TO
RECIPROCAL EASEMENT AGREEMENT
(Clinton, Utah)**

THIS FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT (this "Amendment") is made and entered into as of the 23 day of JANUARY, 2014 ("Effective Date"), by and between Clinton Corners, LLC, a Utah limited liability company Teton Investment Holding, L.P., a Utah limited partnership, and Wayne A. Belleau, an individual (collectively, "Clinton Corners"), and CFT Developments, LLC, a California limited liability company ("CFT"). Clinton Corners and CFT will sometimes be referred to herein individually as a "party" or together as the "parties".

RECITALS:

WHEREAS, Clinton Corners and CFT entered into that certain Reciprocal Easement Agreement with Covenants, Conditions and Restriction ("REA") dated August 29, 2012, recorded August 31, 2012 as Entry No. 2644075, Book 5597, Page 280-293, Official Records of Davis County, Utah.

WHEREAS, the REA encumbers Lots 1 and 2 of Clinton Corners Commercial Subdivision, as shown on the official plat recorded in Davis County, Utah ("Plat"). Lot 1 is currently owned by Clinton Corners and Lot 2 is current owned by CFT. Lot 1 and Lot 2 will sometimes be referred to individually as "Tract" or collectively as the "Tracts".

WHEREAS, the Plat will be amended to further subdivide Lot 1 into two (2) tracts - Lots 1 and Lot 3 - as shown on Exhibit A attached hereto, and Clinton Corners intends to sell Lot 3 to an unrelated third party.

WHEREAS, Clinton Corners and CFT are the current owners of all the Tracts and desire to amend the REA as provided herein.

NOW, THEREFORE, in consideration of the foregoing, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Access Easement.** Section 1 of the REA is hereby deleted in its entirety and replaced with the following:

1. **Grant of Reciprocal Easement.** Each party, as grantor and as the owner of its respective Tract, does hereby grant, convey and establish, for the benefit of owners of the other Tract(s) and all present and future owners, tenants, agents, licensees, customers, employees and contractors of the owner of each Tract, a perpetual non-exclusive easement for the benefit of and as a burden on each Tract as follows:

(a) **Permanent Drives:** Non-exclusive easement for access, ingress and egress over and across each Tract in the

location shown as "Permanent Drives" on the Amended Site Plan attached hereto as Amended Exhibit C for the purpose of providing ingress and egress from each Tract to 2000 West Street and 1630 North Street, subject to the following restrictions and reservations: (i) the use of the Permanent Drives by any person entitled to the use thereof shall be in common with all other such persons; and (ii) the location of the Permanent Drives as shown on the Site Plan shall not be changed without the prior written consent of the owners of all Tracts, which consent may be withheld in each owner's sole discretion.

(b) **General Access:** An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed ("General Drives") so as to provide for passage of motor vehicles and pedestrians between all portions of the Tracts intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Tracts.

No fence or other barrier shall be erected or permitted within or across the Permanent Drives and/or General Drives that would prevent or obstruct the passage of pedestrian or vehicular travel thereon.

2. **Trash Enclosure Easement.** Section 2 of the REA is hereby deleted in its entirety and replaced with the following:

2. **Trash Enclosure.** Clinton Corners shall construct a trash enclosure at its own cost and expense on the CFT Tract as shown on Exhibit D. No party, other than the owner of the CFT Tract shall have the right to use the trash enclosure. Clinton Corners shall also demolish the trash enclosure located on the Clinton Corners Tract at its own cost and expense.

3. **Lot 3.** Lot 3 shall not be permitted to be used by any business whose primary business is the sale of chicken sandwiches.

4. **Exhibit A.** Exhibit A is hereby deleted and replaced with the exhibit labeled as Exhibit A attached hereto.

5. **Exhibit C.** Exhibit C is hereby deleted and replaced with the exhibit labeled as Exhibit C attached hereto.

6. **General Terms.**

A. All capitalized terms not defined herein shall have the meaning as set forth in the REA.



B. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

C. This Amendment contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement or understanding pertaining to any of such matters shall be effective for any purpose.

D. It is mutually understood and agreed that the REA shall be and remain in full force and effect, as modified and amended hereby, and each party hereto ratifies and confirms the REA as amended hereby. In the event of a discrepancy between the REA and this Amendment, this Amendment shall prevail.

E. Each party warrants and represents to the other parties that the person signing this document on its behalf has been duly authorized by such party to execute this document and that such signature creates a binding obligation of such party.

F. Each party warrants and represents to the other parties that it has the full power and authority to enter into and execute this Amendment and that no lender consent or other consent is required for this Amendment to be binding and effective.

G. If not defined herein, all capitalized terms used in this Amendment shall have the meaning ascribed to them in the REA unless the context otherwise requires.

[Signatures on Following Page]



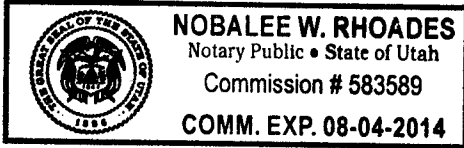
TETON INVESTMENT HOLDING, L.P.
A Utah limited partnership

By: [Signature]
Name: Gary M. Wright
Title: Manager

STATE OF UTAH)
) : ss.
County of Davis)

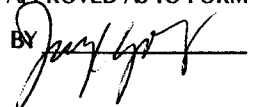
On this 24 day of January, 2014, before me, a notary public in and for said state, personally appeared Gary M. Wright, known or identified to me to be a general partner of TETON INVESTMENT HOLDING, L.P. and the partner who subscribed said partnership's name to the foregoing instrument, and acknowledged to me that he executed the same in said partnership's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

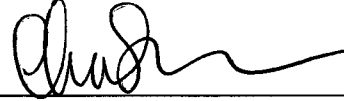


Nobalee W. Rhoades
Notary Public for Utah
Residing at: Layton, ut.
My commission expires: 8-4-14



BY 

CFT DEVELOPMENTS, LLC,
A California limited liability company

By: 
Name: CHARLIE SHEN
Title: MANAGER

STATE OF UTAH)
 : ss.
County of)

On this _____ day of _____, 2014, before me, a Notary Public in and for said state, personally appeared _____, known or identified to me to be a manager [the member or one of the members] in the limited liability company of CFT DEVELOPMENTS, LLC and who subscribed said name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

SEE ATTACHED.

Notary Public for the State of California
My commission expires: _____



ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 20, 2014, before me, Josefina Huang, Notary Public, personally appeared Charlie Shen, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that his/her/their executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my name and official seal.



[Signature]
Notary Public in and for the
State of California
My commission expires: 04/05/17

RE: CFT Developments, LLC, a California limited liability company

[Handwritten mark]

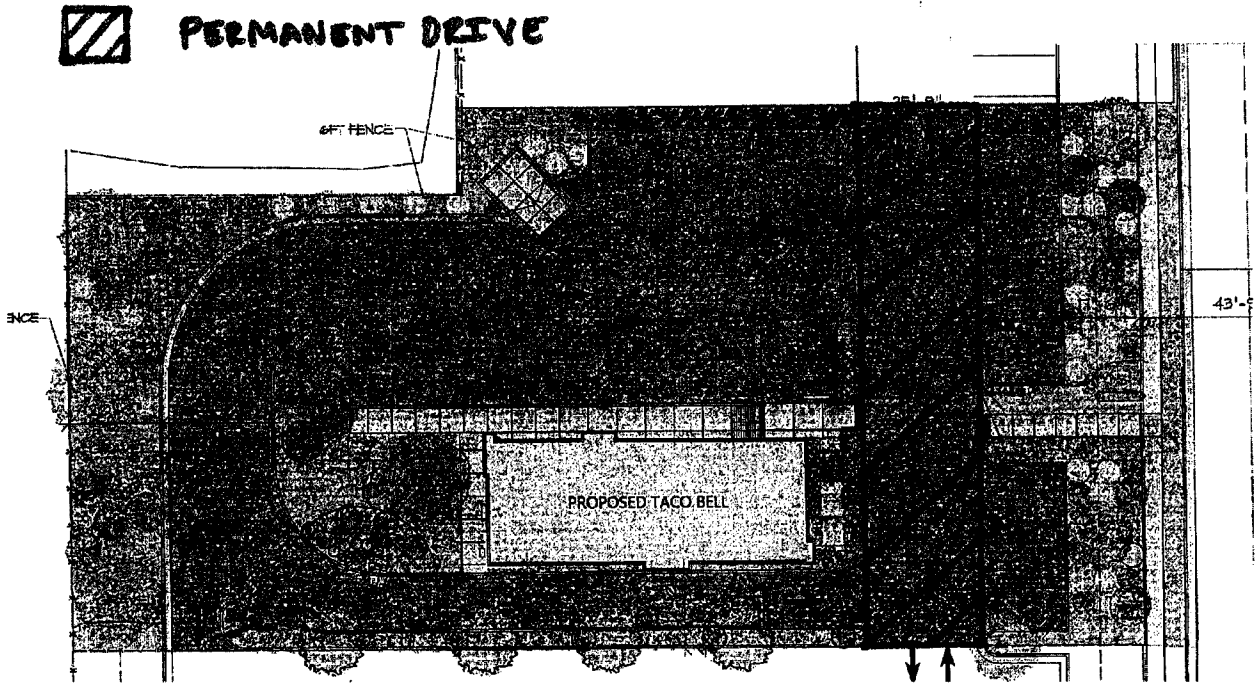
EXHIBIT A

CLINTON CORNERS TRACT LEGAL DESCRIPTION

All of Lot 2, CLINTON CORNERS COMMERCIAL SUBDIVISION, and all of Lots 3 and 4, CLINTON CORNERS COMMERCIAL SUBDIVISION-AMENDING LOT 1, Clinton City, Davis County, Utah.

EXHIBIT C

SITE PLAN



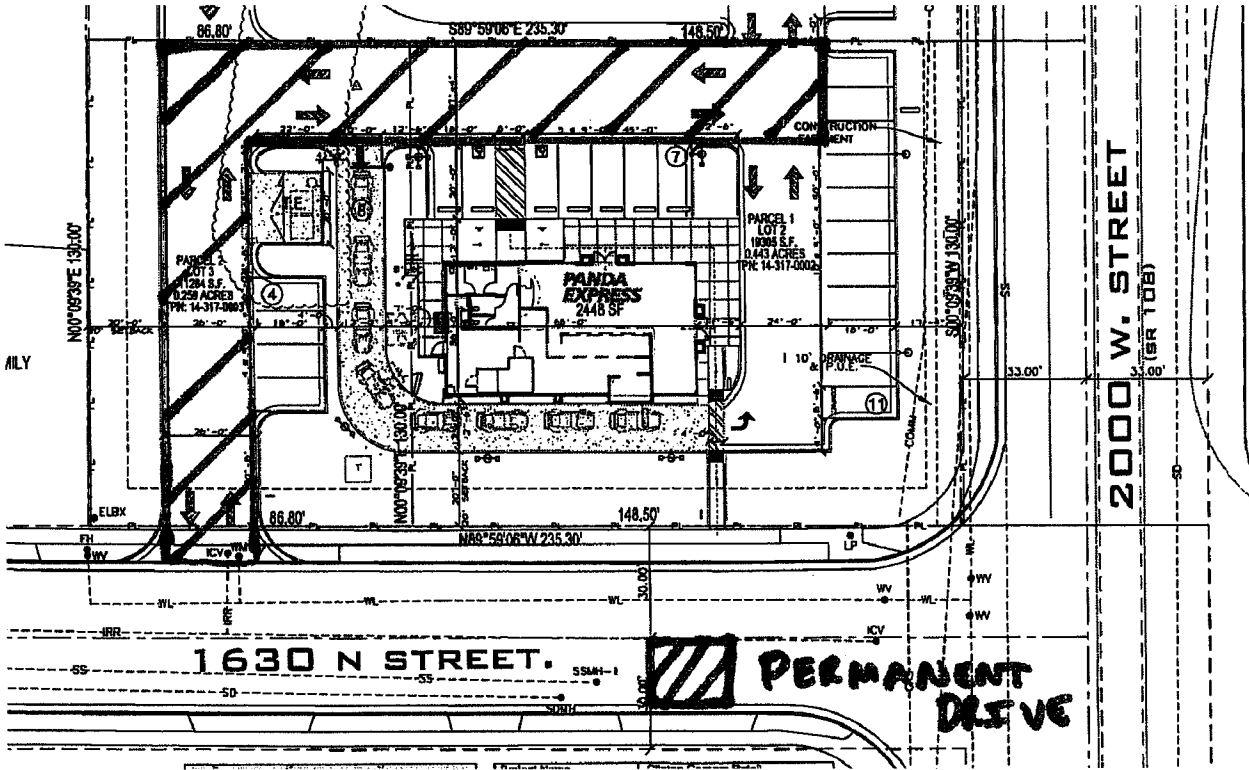


EXHIBIT D

TRASH ENCLOSURE

