

ENT 42009:2025 PG 1 of 9
ANDREA ALLEN
UTAH COUNTY RECORDER
2025 Jun 05 04:06 PM FEE 40.00 BY MG
RECORDED FOR Cottonwood Title Insurance
ELECTRONICALLY RECORDED

RECORDING REQUESTED BY,
AND AFTER RECORDING RETURN TO:

KC Gardner Riverwoods 2, L.C.
201 South Main Street, Suite 200
Salt Lake City, UT 84111
Attention: Mark Murdock

Tax Parcel Nos: 51-511-0001
51-511-0002
51-511-0003

SECOND AMENDMENT TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS (this "*Amendment*") is made and entered into effective as of May 30, 2025, by and between KC GARDNER RIVERWOODS 2, L.C., a Utah limited liability company ("*Gardner*"); and SANDLOT PARTNERS APTIVE HQ SPV LLC, a Delaware limited liability company ("*Sandlot*").

RECITALS

WHEREAS, Gardner is the owner of Lot 1 and Lot 2, Phase VII Riverwoods Research and Business Park (the "*Park*"), according to the official plat thereof, filed October 1, 2008, as Entry No. 107880:2008 in the Official Records of the Utah County Recorder, State of Utah (the "*Official Records*"), and Sandlot is the owner of Lot 3 of the Park.

WHEREAS, such lots constitute all of the real property subject to that certain Declaration of Covenants, Restrictions and Easements, dated as of July 23, 2012 (the "*Original Declaration*"), which Original Declaration was recorded in the Official Records on August 8, 2012, as Entry Number 66695:2012, as amended by that certain First Amendment to and Ratification of Declaration of Covenants, Restrictions and Easements, dated February 27, 2013 (the "*First Amendment*"), which First Amendment was recorded in the Official Records on March 1, 2013, as Entry Number 20518:2013 (the Original Declaration, as amended by the First Amendment, is referred to herein as the "*Declaration*"). Lots 1, 2, and 3 of the Park are respectively referred to in the Declaration as the Building 1 Parcel, the Building 2 Parcel, and the Building 3 Parcel.

WHEREAS, the definition of "Project Roadway" in the Declaration refers to a plat of the Park that was to be attached to the Declaration as Exhibit "D," but such plat was inadvertently omitted from the Declaration at the time the Declaration was recorded.

WHEREAS, Gardner and Sandlot have discovered that certain portions of the office building located on the Building 2 Parcel encroach upon the Building 3 Parcel and upon

easements created by and shown on the Plat, as such encroachments are shown on Attachment 1 attached hereto and incorporated herein (collectively, the "*Encroachments*").

WHEREAS, Gardner and Sandlot now desire to enter into this Amendment to add a copy of the recorded Plat as Exhibit "D" to the Declaration, to create easements for the Encroachments.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Gardner and Sandlot hereby agree that the Declaration is hereby amended as follows:

AMENDMENT

1. Incorporation of Recitals; Defined Terms. The Recitals set forth above are incorporated herein by this reference and shall be deemed terms and provisions hereof, the same as if fully set forth in this Section 1. Capitalized terms that are used in this Amendment but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Declaration.

2. Exhibit "D". The copy of the Plat attached to this Amendment as Exhibit "D" is hereby added to and made part of the Declaration as Exhibit "D" to the Declaration.

3. Encroachment Easements. Easements are hereby created for the benefit of the Building 2 Parcel for the Encroachments, as shown on Attachment 1 hereto, and for the use, maintenance, repair, upgrade, and replacement of (but not expansion of) the portions of the Building and Related Improvements that, as of the date hereof, (a) overhang a portion of the Building 3 Parcel, and (b) exist within the pedestrian access easement shown on the Plat.

4. Omnibus Amendment. Any and all other terms and provisions of the Declaration are hereby amended and modified wherever necessary, and even though not specifically addressed herein, so as to conform to the amendments set forth in the preceding paragraphs hereof. Except as expressly modified and amended hereby, all other terms and conditions of the Declaration shall continue in full force and effect.

5. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original. The signatures to this Amendment may be executed and notarized on separate pages, and when attached to this Amendment shall constitute one complete document.

6. Successors and Assigns. This Amendment shall inure for the benefit of and shall be binding on each of the Owners and their respective successors and/or assigns.

7. Authority. Each individual executing this Amendment does thereby represent and warrant to each other person so signing (and to each other entity for which such other person may be signing) that he or she has been duly authorized to deliver this Amendment in the capacity and for the entity set forth where she or he signs.

[THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, Gardner and Sandlot have executed this Amendment as of the date first set forth above.

GARDNER:

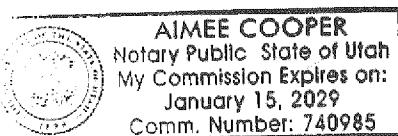
KC GARDNER RIVERWOODS 2, L.C., a Utah limited liability company

By: KC Gardner Company, L.C., its Manager

By: Christina Gardner
 Name: Christina Gardner
 Title: Manager

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

The foregoing instrument was acknowledged before me this 30 day of MAY 2025 by CHRISTIAN GARDNER, Manager of KC Gardner Company, L.C., a Utah limited liability company, the manager of KC Gardner Riverwoods 2, L.C., a Utah limited liability company, a signer of the foregoing instrument.



Aimee Cooper
 Notary Public

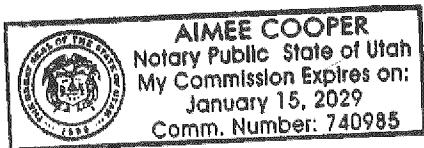
SANDLOT:

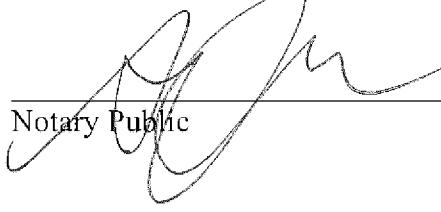
SANDLOT PARTNERS APTIVE HQ SPV LLC, a
Delaware limited liability company

By: 
Name: Casey Baugh
Title: Authorized Signatory

STATE OF UTAH)
: ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 29 day of MAY
2025 by CASEY BAUGH, the AUTHORIZED SIGNATORY of Sandlot Partners Aptive HQ SPV
LLC, a Delaware limited liability company, a signer of the foregoing instrument.

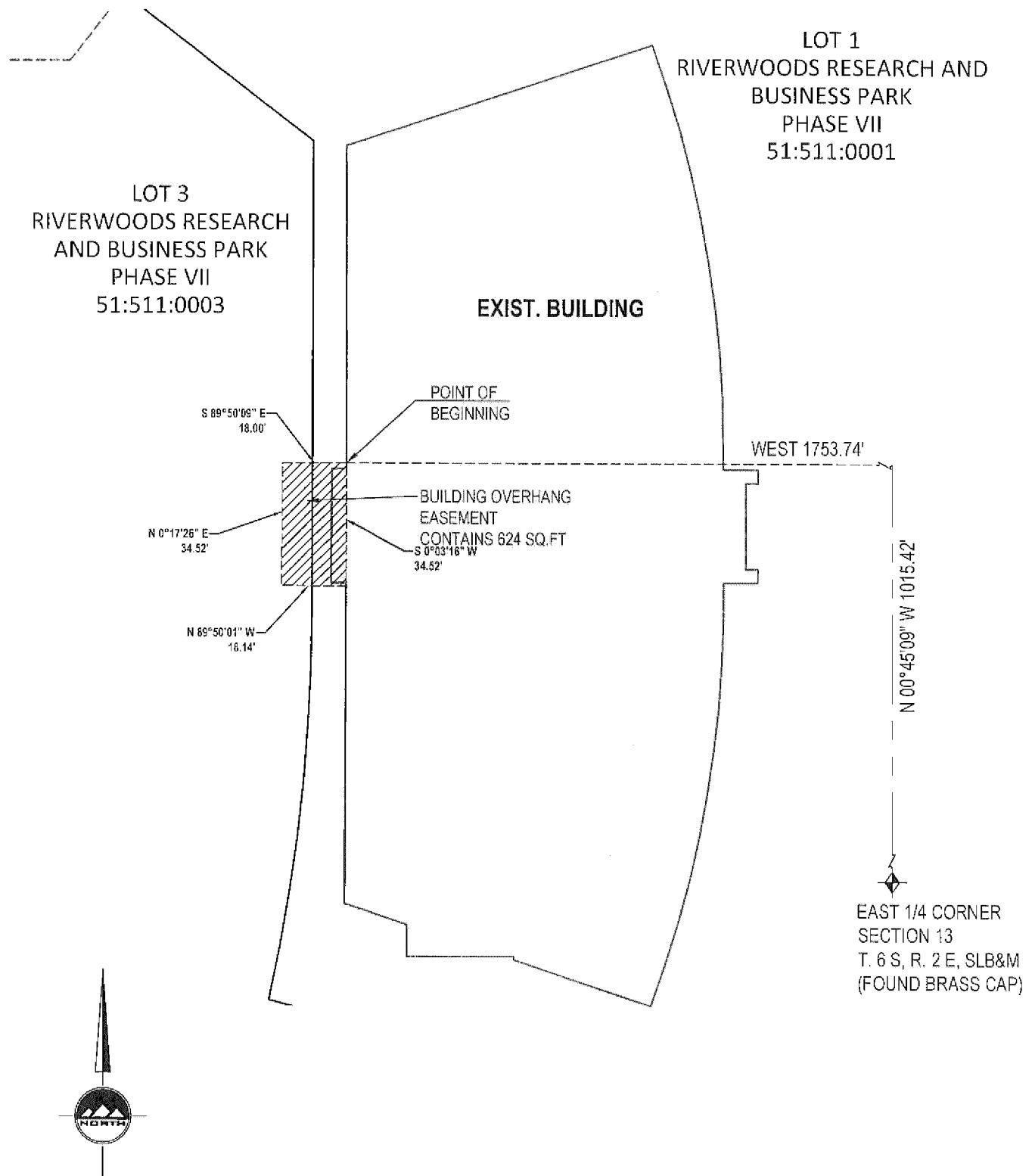



Notary Public

ATTACHMENT 1

ENCROACHMENTS

(see attached)



PROJECT NUMBER 13101A	PRINT DATE 2025-05-21
PROJECT MANAGER SIL	DESIGNED BY SIL

1 OF 1

RIVERWOODS PHASE VII
VIVINT PHASE 2
4949 NORTH 300 WEST
PROVO, UTAH
BUILDING ENCROACHMENT EASEMENT



LAYTON Phone: 801.547.1100 TOOELE Phone: 435.662.3399
SANDY Phone: 801.547.1100 BIRCHFIELD Phone: 435.662.1453
CEDAR CITY Phone: 435.662.1453

ENCROACHMENT AREA

Beginning at a point on the westerly line of Lot 1 Riverwoods Research and Business Park Phase VII (Entry No. 107880:2008), said point being North 00°45'09" West 1015.42 feet along the Section line and West 1753.74 feet from the East Quarter Corner of Section 13, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and running;

thence South 00°03'16" West 34.52 feet along the westerly line of said Lot 1;
thence North 89°50'01" West 18.14 feet;
thence North 00°17'26" West 34.52 feet;
thence South 89°50'09" East 18.00 feet to the point of beginning.

Contains 624 sq.ft.

EXHIBIT "D"

TO

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

Plat

(see attached)

