

WHEN RECORDED, RETURN TO:

300 WEST SALT LAKE LLC  
c/o Miller Real Estate Investments LLC  
6900 E. Belleview Avenue, Suite 300  
Greenwood Village, CO 80111

12722836  
2/26/2018 12:35:00 PM \$34.00  
Book - 10650 Pg - 1324-1334  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
FIRST AMERICAN TITLE INS CO  
BY: eCASH, DEPUTY - EF 11 P.

**FIRST AMENDMENT TO  
DECLARATION OF RESTRICTIVE USE COVENANT**

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE USE COVENANT (this "Amendment") is made and entered into as of the 23rd day of February, 2018, by and among 300 WEST SALT LAKE LLC, a Delaware limited liability company, AMERIFORK 300 WEST OP HOLDINGS LLC, a Delaware limited liability company ("Amerifork"), and POCO LOCOS HOLDINGS, LLC, a Utah limited liability company.

**RECITALS**

A. Pursuant to that certain Declaration of Restrictive Use Covenant dated as of January 26, 2018 and recorded at Reception No. 12705613 in Book 10642, Page 697-706 in the office of the Recorder of Salt Lake County, Utah (the "Covenant"), the parties hereto agreed to certain use restrictions regarding the Burdened Property (as such term is defined in the Covenant and described by metes and bounds on Exhibit B attached thereto).

B. Pursuant to three (3) separate Boundary Line Adjustments and Quit Claim Deeds, each dated as of February 23, 2018, and which will be recorded in the office of the Recorder of Salt Lake County, Utah, on the date hereof, the metes and bounds legal descriptions of those portions of the Burdened Property consisting of Lots 2 and 3 will be adjusted.

C. The parties hereto now wish to amend the Covenant to reflect such boundary line adjustments by (i) terminating the Covenant as to that portion of the Burdened Property described on Exhibit A-1 attached hereto (the "Outgoing Parcel"), which termination will be effective immediately, and (ii) encumbering the property described on Exhibit A-2 attached hereto (collectively, the "Incoming Parcels") by imposing the Covenant on the Incoming Parcels, which encumbrance will be automatically effective upon title to the Incoming Parcels vesting in Amerifork (but not before).

**AMENDMENT**

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Termination of Covenant: Outgoing Parcel. Effective immediately, the Covenant is hereby terminated with respect to the Outgoing Parcel.
2. Automatic Encumbrance: Incoming Parcels. Effective immediately upon title to the Incoming Parcels vesting in Amerifork, but not before, Exhibit B to the Covenant (as

previously amended by Section 1 above) will be automatically deleted in its entirety and replaced with Exhibit B attached hereto and incorporated herein by this reference.

3. Continuing Effect. Except as amended by this Amendment, the Covenant shall remain in full force and effect in accordance with its terms.

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

5. Governing Law. This Amendment shall be governed by and interpreted in accordance with the laws of the State of Utah.

*[Remainder of page intentionally left blank. Signature pages follow.]*



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

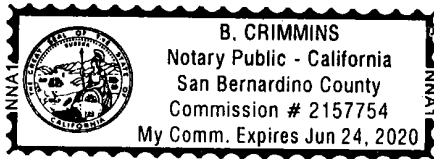
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of San Bernardino )  
On 2/21/18 before me, B. Crimmins, Notary public,  
Date Here Insert Name and Title of the Officer  
personally appeared Liborio Alvarez  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

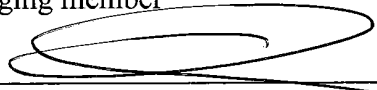
Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

300 WEST SALT LAKE LLC,  
a Delaware limited liability company

By: Amerifork 300 West Holdings LLC,  
a Delaware limited liability company,  
its sole member

By: CF Amerifork 300 West LLC,  
a Delaware limited liability company,  
its managing member

By:   
Name: \_\_\_\_\_  
Title: **Andrew Osborne**  
Authorized Signatory

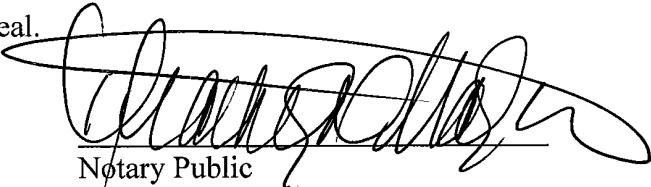
STATE OF TEXAS )  
COUNTY OF DALLAS )ss.

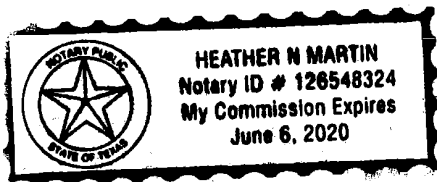
The foregoing instrument was acknowledged before me this 15 day of February, 2018,  
by ANDREW OSBORNE, as AUTHORIZED SIGNATORY of CF Amerifork 300 West LLC, a  
Delaware limited liability company, as managing member of Amerifork 300 West Holdings  
LLC, a Delaware limited liability company, as the sole member of 300 WEST SALT LAKE  
LLC, a Delaware limited liability company, on behalf of such limited liability company.

My commission expires: \_\_\_\_\_

Witness my hand and official seal.

(SEAL)

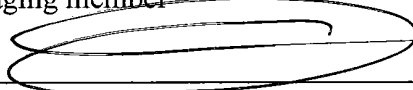
  
Notary Public



AMERIFORK 300 WEST OP HOLDINGS LLC,  
a Delaware limited liability company

By: Amerifork 300 West Holdings LLC,  
a Delaware limited liability company,  
its sole member

By: CF Amerifork 300 West LLC,  
a Delaware limited liability company,  
its managing member

By:   
Name: Andrew Osborne  
Title: Authorized Signatory

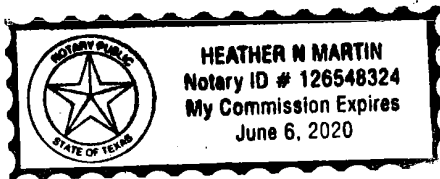
STATE OF TEXAS )  
                                )ss.  
COUNTY OF DALLAS )

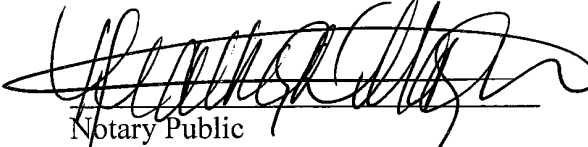
The foregoing instrument was acknowledged before me this 15 day of February, 2018,  
by Andrew Osborne, as Authorized Signatory of CF Amerifork 300 West LLC, a  
Delaware limited liability company, as managing member of Amerifork 300 West Holdings  
LLC, a Delaware limited liability company, as the sole member of AMERIFORK 300 WEST OP  
HOLDINGS LLC, a Delaware limited liability company, on behalf of such limited liability  
company.

My commission expires: \_\_\_\_\_

Witness my hand and official seal.

(SEAL)



  
Notary Public

[Signature Page to First Amendment to Declaration of Restrictive Use Covenant]

**EXHIBIT A-1  
TO  
FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE USE COVENANT**

**Legal Description of Outgoing Parcel**

BEGINNING AT A POINT ON THE NORTH LINE OF LOT 4 OF 300 WEST TOWN CENTER SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED OCTOBER 14, 2009, AS ENTRY NO. 10816796 IN PLAT BOOK 2009P, AT PAGE 148, SAID POINT BEING NORTH 89°49'12" WEST ALONG SAID NORTH LINE 343.22 FEET FROM THE NORTHEAST CORNER OF SAID LOT 4, AND RUNNING THENCE SOUTH 00°13'50" WEST 115.15 FEET; THENCE NORTH 89°46'10" WEST 8.49 FEET; THENCE SOUTH 00°13'50" WEST 144.17 FEET; THENCE NORTH 89°49'12" WEST 71.59 FEET; THENCE NORTH 00°01'49" EAST 161.09 FEET; THENCE NORTH 89°50'17" EAST 8.99 FEET; THENCE NORTH 00°33'55" EAST 98.17 FEET; THENCE SOUTH 89°49'12" EAST 71.08 FEET TO THE POINT OF BEGINNING.

CONTAINS 18,732 SQ. FT. OR 0.430 ACRES

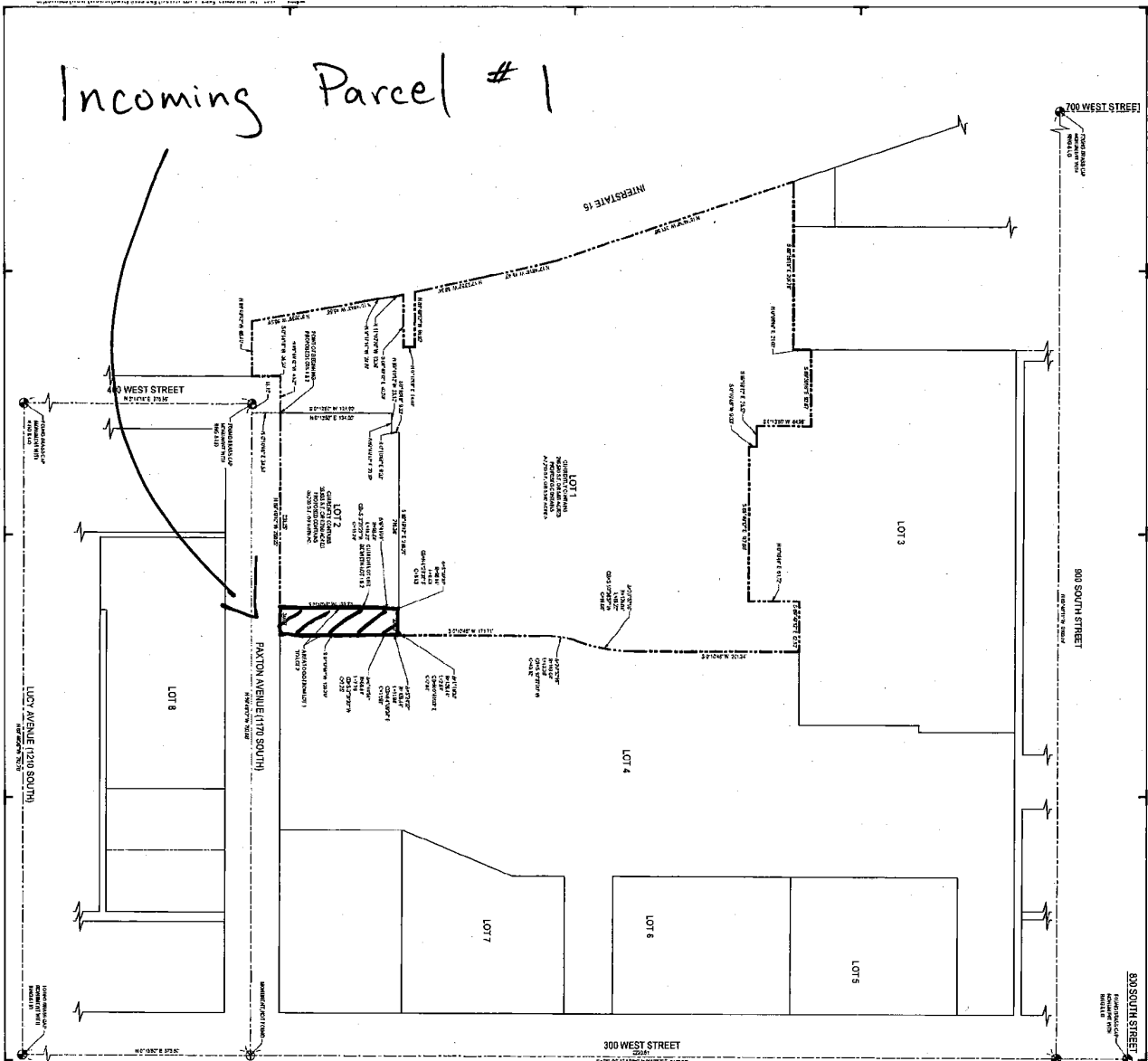
**EXHIBIT A-2  
TO  
FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE USE COVENANT**

**Depictions of Incoming Parcels**

(See attached)



Incoming Parcel # 1



**LEGEND**

LOT #1  
 LOT #2  
 LOT #3  
 LOT #4  
 LOT #5  
 LOT #6  
 LOT #7  
 LOT #8

**NARRATIVE**

THIS IS AN ADJUSTMENT OF THE BOUNDARIES OF THE LOTS AND THE ADJUSTMENT IS BASED ON THE SURVEY DATA AND THE RECORDS OF THE COUNTY CLERK OF SALT LAKE COUNTY, UTAH.

**DESCRIPTIONS**

LOT 1: 1.00 ACRES, 43,560 SQ. FT. (APPROXIMATE)

LOT 2: 1.00 ACRES, 43,560 SQ. FT. (APPROXIMATE)

LOT 3: 1.00 ACRES, 43,560 SQ. FT. (APPROXIMATE)

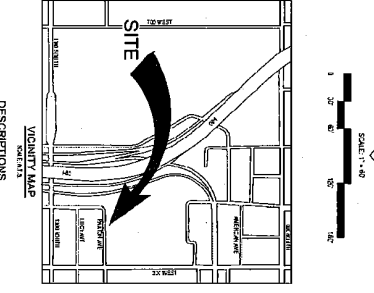
LOT 4: 1.00 ACRES, 43,560 SQ. FT. (APPROXIMATE)

LOT 5: 1.00 ACRES, 43,560 SQ. FT. (APPROXIMATE)

LOT 6: 1.00 ACRES, 43,560 SQ. FT. (APPROXIMATE)

LOT 7: 1.00 ACRES, 43,560 SQ. FT. (APPROXIMATE)

LOT 8: 1.00 ACRES, 43,560 SQ. FT. (APPROXIMATE)



REV	DATE	DESCRIPTION
1	11-27-17	CITY COMMENTS
2	11-30-17	REVISION

PROJECT NO: 17024  
 DRAWING NO: 17024-1  
 SHEET NO: 1 OF 1  
 FIELD CREW: N/A  
 CHECKED BY: GSD  
 DATE: 7-24-17

**LOTS 1 & 2, 300 TOWN CENTER SUBDIVISION**

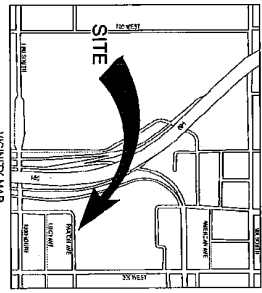
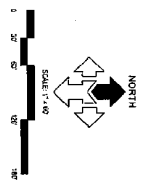
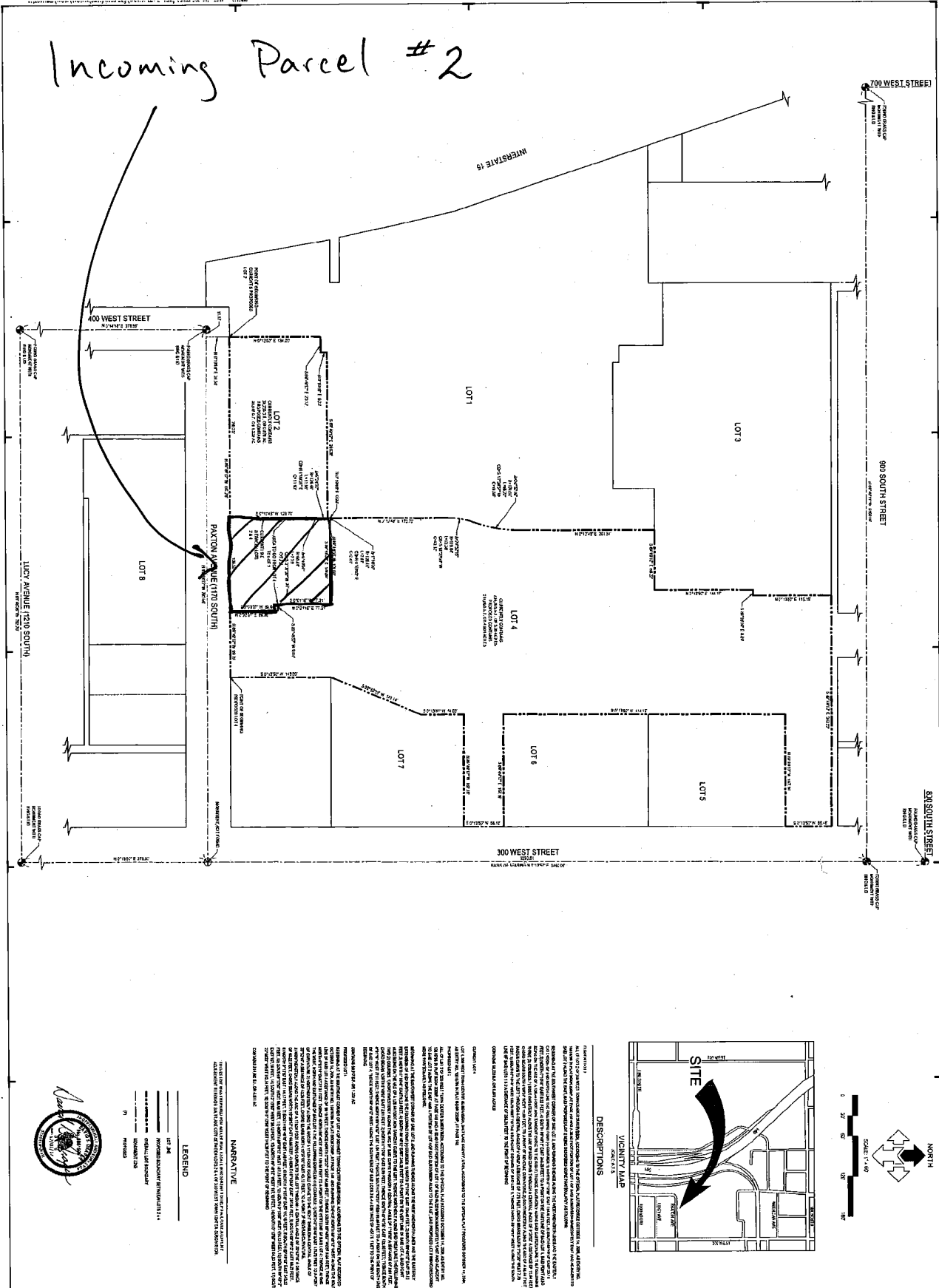
1110 S & 1150 S 300 WEST  
 SALT LAKE CITY UTAH  
 LOCATED IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SLB&M

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 Structural Engineering • Land Surveying & HDS

Incoming Parcel #2



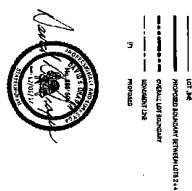
DESCRIPTIONS

THIS PLAN IS A PRELIMINARY PLAN. IT IS NOT TO BE USED FOR CONSTRUCTION. THE PLAN IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY OF SALT LAKE CITY. THE PLAN IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY OF SALT LAKE CITY. THE PLAN IS SUBJECT TO THE REVIEW AND APPROVAL OF THE CITY OF SALT LAKE CITY.

**NARRATIVE**

THESE LOTS ARE BEING SUBDIVIDED FROM AN INCOMING PARCEL. THE LOTS ARE BEING SUBDIVIDED INTO LOTS 2, 4, 6, 7, 8, AND 9. THE LOTS ARE BEING SUBDIVIDED INTO LOTS 2, 4, 6, 7, 8, AND 9. THE LOTS ARE BEING SUBDIVIDED INTO LOTS 2, 4, 6, 7, 8, AND 9.

LEGEND



REV	DATE	DESCRIPTION
1	2017-11-17	PREPARED FOR SUBMITTAL
2	2017-11-17	REVISIONS
3	2017-11-17	REVISIONS
4	2017-11-17	REVISIONS

**LOT LINE ADJUSTMENT EXHIBIT**

**1 OF 1**

**LOTS 2 & 4, 300 TOWN CENTER SUBDIVISION**

**1110 S & 1150 S 300 WEST**

**SALT LAKE CITY UTAH**

LOCATED IN THE SOUTH HALF OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SLB&M

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Structural Engineering • Land Surveying & HD&E

**EXHIBIT B  
TO  
FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE USE COVENANT**

**Legal Description of Burdened Property**

Lot 6, 300 WEST TOWN CENTER SUBDIVISION, Salt Lake County, Utah, according to the official plat thereof recorded October 12, 2009, as Entry No. 10816796, in Book 2009P, at Page 148.

Lot 2 Adjusted Parcel (Tax ID No. 15-12-380-011): ALL OF LOT 2 OF 300 WEST TOWN CENTER SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED OCTOBER 14, 2009, AS ENTRY NO. 10816796 IN PLAT BOOK 2009P, AT PAGE 148 AND A 30.00 FOOT PORTION OF LOT 1 OF SAID SUBDIVISION IMMEDIATELY EAST AND ADJACENT TO SAID LOT 2 ALONG THE EAST AND A PORTION OF LOT 4 OF SAID SUBDIVISION ALSO TO THE EAST, SAID PROPOSED LOT 2 BEING DESCRIBED MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2, AND RUNNING THENCE ALONG THE WEST AND NORTH LINES AND THE EASTERLY EXTENSION OF SAID NORTH LINE THE FOLLOWING FOUR (4) COURSES: 1) NORTH 0°13'50" EAST 134.00 FEET, 2) SOUTH 89°49'12" EAST 23.12 FEET, 3) NORTH 0°10'48" EAST 9.33 FEET, 4) SOUTH 89°49'12" EAST 246.29 FEET TO A POINT ON THE WEST LINE OF SAID LOT 4, SAID POINT ALSO BEING ON THE ARC OF A 126.44 FOOT NON TANGENT CURVE TO THE LEFT; THENCE NORTHERLY ALONG SAID WEST LINE THE FOLLOWING TWO (2) COURSES: 1) NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 1°16'30" A DISTANCE OF 2.81 FEET, CHORD BEARS NORTH 0°49'03" EAST 2.81 FEET, 2) NORTH 0°10'48" EAST 0.99 FEET; THENCE SOUTH 89°48'35" EAST 128.80 FEET; THENCE SOUTH 0°01'16" WEST 77.31 FEET; THENCE NORTH 89°48'57" EAST 9.04 FEET; THENCE SOUTH 0°03'37" WEST 69.86 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 4; THENCE NORTH 89°49'12" WEST ALONG THE SOUTH LINE OF SAID LOTS 2 & 4 A DISTANCE OF 407.76 FEET TO THE POINT OF BEGINNING. CONTAINS 58,017 S.F. OR 1.332 ACRES.

Lot 3 Adjusted Parcel (Tax ID No. 15-12-331-006): BEGINNING AT THE SOUTHWEST CORNER OF LOT 3 OF 300 WEST TOWN CENTER SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT RECORDED OCTOBER 14, 2009, AS ENTRY NO. 10816796 IN PLAT BOOK 2009P, AT PAGE 148, AND RUNNING THENCE ALONG THE WEST AND NORTH LINES OF SAID LOT 3 THE FOLLOWING TWO (2) COURSES: 1) NORTH 0°06'06" EAST 246.91 FEET, 2) SOUTH 89°49'12" EAST 395.39 FEET; THENCE SOUTH 0°33'55" WEST 98.17 FEET; THENCE SOUTH 89°50'17" WEST 8.99 FEET; THENCE SOUTH 0°01'49" WEST 161.09 FEET TO THE SOUTH LINE OF SAID LOT 3; THENCE WESTERLY ALONG SAID SOUTH LINE THE FOLLOWING SEVEN COURSES: 1) NORTH 89°49'12" WEST 79.76 FEET, 2) SOUTH 0°10'48" WEST 61.72 FEET, 3) NORTH 89°49'12" WEST 187.68 FEET, 4) NORTH 0°10'48" EAST 9.33 FEET, 5) NORTH 89°49'12" WEST 25.57 FEET, 6) NORTH 0°13'50" EAST 64.98 FEET, 7) NORTH 89°56'16" WEST 92.87 FEET TO THE POINT OF BEGINNING. CONTAINS 112,691 S.F. OR 2.58 ACRES.