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11985293
1/30/2015 2:58:00 PM \$21.00
Book - 10292 Pg - 7169-7173
Gary W. Ott
Recorder, Salt Lake County, UT
ALTA TITLE
BY: eCASH, DEPUTY - EF 5 P.

Affecting Parcel No's:
15-31-477-047
15-31-477-048
15-31-477-049

[Space Above for Recorder's Use]

**FIRST AMENDMENT TO
DECLARATION AND RESERVATION OF
RECIPROCAL CROSS-ACCESS EASEMENT**

THIS FIRST AMENDMENT TO DECLARATION AND RESERVATION OF RECIPROCAL CROSS ACCESS EASEMENT (this "Amendment") is made and executed this 26th day of January, 2015 (the "Effective Date"), by LEKS, INC, a Utah Corporation ("LEKS") of 550 South 600 East, Salt Lake City, Utah 84102.

RECITALS

A. LEKS is the owner of a certain real property in Salt Lake County Utah which has been subdivided into Parcel 1, Parcel 2, and Parcel 3 (collectively the "Parcels), as such Parcels are more specifically described in Exhibit "A," attached hereto and incorporated by this reference.

B. The Parcels are subject to a Declaration and Reservation of Reciprocal Cross-Access Easement recorded in the records of the Salt Lake County Recorder as Entry No. 9777948, Book 919, Pages 9512-9518 (the "Access Agreement"). The Access Agreement creates a shared easement for ingress and egress (as more specifically described therein) over the real property described in Exhibit "B," attached hereto and incorporated by this reference (the "Easement Area")

C. LEKS desires to expand the easement rights granted in the Access Agreement to include reciprocal rights for drainage and the installation, maintenance and use of utilities within the Easement Area for the benefit of the Parcels.

TERMS AND CONDITIONS

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Additional Easement Rights. LEKS, as owner of the Parcels, hereby declares, dedicates, reserves and grants to LEKS and its successors and assigns, a perpetual drainage and utility easement on, over and across the Easement Area for the construction,

Alta Title #14127

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installation and maintenance of any and all drainage improvements and utilities, including, but not limited to, water, sanitary sewer, storm water drainage, electricity, telecommunications, and natural gas (the "Utilities"). The design, construction, preparation and maintenance of the Utilities shall comply with all governmental laws, ordinances, regulations, and permits governing such Utilities.

2. Duration. The easement granted hereby is perpetual and shall run with the land and shall be for the benefit and use of Grantee, its successors and assigns.

3. Maintenance of the Utilities. To the extent the owner of any of the Parcels installs Utilities in the Easement Area that only benefit such owner, such owner agrees to maintain the Utilities and to repair any damage to the Easement Area, and the improvements located thereon, and restore the Easement Area and the improvements thereon to the same condition in which they existed prior to any entry onto or work performed on the Easement Area by such owner. To the extent Utilities are installed within the Easement Area for the shared benefit of more than one of the Parcels, the owners of the benefited Parcels shall (unless otherwise agreed in writing) share the costs of maintenance, repairs and restorations related to the same on a pro-rata basis taking into account the size of an owner's Parcel relative to the other Parcels being benefited by the Utilities.

4. Access. The Parties and their agents, servants, employees, consultants, contractors and subcontractors shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement.

5. Integration with Existing Access Agreement. The terms of this Amendment are hereby incorporated into the Access Agreement such that all rights of the parties in the Access Agreement relating to ingress and egress (i.e. maintenance, non-exclusivity, no barriers, indemnity, no merger) shall apply equally to the Utilities easement granted herein. To the extent of any conflict between this Amendment and the Access Agreement, the terms of this Amendment shall control.

6. Governing Law. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Utah and shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

7. Entire Agreement. The Access Agreement, this Agreement, and any addenda or exhibits attached hereto, and made a part hereof, contain the entire agreement of the parties with respect to the matters covered hereby.

8. Attorneys' Fees. If any action at law or in equity be instituted by the owner of any Parcel to enforce this Agreement or any rights arising hereunder, or in connection with the subject matter hereof, the prevailing party shall be entitled to recover all costs of suit and reasonable attorneys' fees. For purposes of this Section, the term "prevailing party" shall, in the case of a claimant, be the party who is successful in obtaining substantially all of the relief sought, and in the case of the defendant or respondent, the party who is successful in denying substantially all of the relief sought by the claimant.

EXECUTED by LEKS as of the Effective Date.

LEKS, INC.,
a Utah corporation

By: [Signature]
Name: Lee S. Pettit
Its: Partner LEKS

STATE OF UTAH)
COUNTY OF Salt Lake :SS

The foregoing instrument was personally acknowledged before me this 26 day of January, 2015, by Lee S Pettit, in his/her capacity as Partner of LEKS, INC, a Utah corporation.

[Signature]
Notary Public

NOTARY PUBLIC
Yvonne Beatrice Bossarte
Commission No. 679294
Commission Expires
SEPTEMBER 9, 2016
STATE OF UTAH

[further signatures and acknowledgements to follow]

EXHIBIT A

LEGAL DESCRIPTIONS OF THE PARCELS

PARCEL 1 (15-31-477-049)

Beginning at a point North 00°01'50" West 223.00 feet; and West 40.00 feet; and South 89°53'59" West 192.41 feet from the South East Corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 00°01'50" East, 170.00 feet; thence South 87°25'00" West, 179.61 feet; thence North 02°36'57" West, 154.31 feet; thence North 87°45'31" East, 144.32 feet; thence North 02°33'40" West, 21.32 feet; thence North 87°25'00" East, 10.00 feet; thence South 84°03'25" East 33.31 feet to the point of beginning.

State of Utah, County of Salt Lake – Containing 0.665 acres.

PARCEL 2 (15-31-477-048)

Beginning at a point North 00°01'50" West 223.00 feet and West 40.00 feet from the Southeast corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89°53'59" West 192.41 feet; thence North 00°05'26" West 55.70 feet; thence West 49.99 feet; thence North 00°00'22" West 103.48 feet; thence North 83°05'58" East 244.17 feet; thence South 00°01'50" East 188.18 feet to the point of beginning.

State of Utah, County of Salt Lake-Containing 0.903 acres.

PARCEL 3 (15-31-477-047)

Beginning at a point North 00°01'50" West 223.00 feet and West 40.00 feet and South 89°53'59" West 192.41 feet from the Southeast corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 84°03'25" West 33.31 feet; thence South 87°25'00" West 10.00 feet; thence South 02°33'40" East 21.32 feet; thence South 87°45'31" West 144.32 feet; thence South 02°36'57" East 154.31 feet; thence South 87°25'00" West 121.78 feet; thence South 89°53'59" West 158.55 feet; thence North 03°46'23" West 107.75 feet; thence North 106.57 feet; thence North 89°19'47" East 19.70 feet; thence North 00°06'01" West 58.84 feet; thence North 82°42'28" East 139.59 feet; thence North 76°20'46" East 176.39 feet; thence North 83°05'58" East 87.71 feet; thence South 00°00'22" East 103.48 feet; thence East 49.99 feet; thence South 00°05'26" East 55.70 feet to the point of beginning.

State of Utah, County of Salt Lake- Containing 0.2447 acres.

EXHIBIT B

LEGAL DESCRIPTION OF EASEMENT AREA

Commencing at a point North 00°01'50" West 223.00 feet and West 40.00 feet and North 00°01'50" West 4.53 feet from the Southeast corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°57'37" West 181.77 feet to the point of a curve of a non-tangent curve to the left of which the radius point lies South 00°24'22" West a radial distance of 17.010 feet; thence Southwesterly along the arc through a central angle of 83°39'31" a distance of 24.84 feet; thence South 00°01'54" East 89.76 feet to the point of a curve of a non-tangent curve to the left, of which the radius point lies South 87°31'32" East a radial distance of 9.61 feet; thence Southeasterly along the arc through a central angle of 72°52'50" a distance of 12.224 feet; thence South 00°01'57" East 60.75 feet; thence South 87°25'00" West 19.59 feet; thence North 02°35'32" West 39.18 feet; thence South 86°52'26" West 269.21 feet; thence South 00°10'04" West 36.68 feet; thence South 87°25'00" West 10.84 feet; thence South 89°53'59" West 19.67 feet; thence North 00°06'01" West 59.56 feet; thence North 86°52'26" East 293.09 feet; thence North 02°34'52" West 138.39 feet; thence South 89°57'34" East 226.74 feet; thence South 25.14 feet to the point of beginning.

State of Utah, County of Salt Lake