

Office of the Davis County Recorder

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RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
01/26/2021 10:39 AM
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DEP RT REC'D FOR FARMINGTON CITY



Davis
COUNTY

Continued on page

Recorder
Richard T. Maughan
Chief Deputy
Laille H. Lomax

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THE UNDERLYING DOCUMENT ATTACHED HERETO IS AN ORIGINAL DOCUMENT SUBMITTED FOR RECORDING IN THE OFFICE OF THE COUNTY RECORDER OF DAVIS COUNTY, UTAH. THE DOCUMENT HAS INSUFFICIENT MARGIN SPACE FOR THE REQUIRED RECORDING ENDORSMENT STAMP. THIS PAGE BECOMES THE FRONT PAGE OF THE DOCUMENT FOR RECORDING PURPOSES.

THE DOCUMENT HEREIN RECORDED IS A CONDOMINIUM OPERATING AGREEMENT
ADDENDUM #2
(Document Type)

08-650-0101 -> 0103
Tax Serial Number(s)

ARBINGER

0201, 0301, 0302

 ORIGINAL

Condominium Operating Agreement Addendum #1

This Condominium Operating Agreement Addendum #1 (this "Agreement") is made effective as of September 16, 2020, by and between Red Barn Farms ("RBF") and Outward Development, LLC ("OD"), and collectively called the "Parties" or "Owner(s)". The Parties agree as follows:

PREMISES. The Parties have previously entered into a Condominium Operating Agreement (the "COA") dated November 20, 2018; and desire to amend said COA now that the Building is complete and ready for occupancy. A Condominium Plat Map is attached as exhibit A and agreed to by the Parties, including the allocation of prorata percentages for RBF and OD. To the extent there is a conflict between the COA and this Agreement, this Agreement shall prevail.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements hereinafter reserved and contained in this Agreement the Parties agree to the following terms and conditions:

TERM. This Agreement shall be perpetual, with the effective date to be upon completion of the Building and sale to RBF.

DECLARATION AND EASEMENTS. The Property is encumbered by the Declaration of Easements, Covenants, Conditions and Restrictions dated November 20, 2018 (the "DEC"), which defines the operating rights relating to the Property. This Agreement is to further define the operations of those Common Areas in the building, illustrated on Exhibit A. The Parties, as grantor, grants to each other, to its tenants, contractors, employees, agents, customers, licensees and invitees a nonexclusive and perpetual easement for access and use of the Common Areas of the Building based on the rules and regulations that are determined from time to time by the DEC.

COMMON AREA COSTS. The Common Areas shall be maintained and managed by RBF with each party paying their prorata share of said costs. The prorata allocation shall be the percentages on Exhibit A. The prorata share shall be paid monthly along with the payments due under the DEC, based on the same terms and conditions of the DEC. The agreed upon Common Area percentages are: OD – 86.63% and RBF – 13.37%, as more specifically identified on Exhibit A.

CONDOMINIUM ASSOCIATION. There shall be no condominium association. The DEC shall control at all times. The Parties shall agree on rules and regulations from time to time for the management and operation of the Common Areas inside the Building.

USE OF PREMISES. The Property shall be used as a commercial office building to be occupied in accordance with the provisions of the DEC.

PROPERTY INSURANCE. The Parties shall maintain such available commercial property insurance (causes of loss – special perils form) and other casualty insurance coverage as deemed advisable to insure against "all perils" in respect to the buildings and related improvements within the Property, including the Common Areas ("Building Insurance"), including at their option, but not limited to, average clauses, additional extended coverage, boiler insurance, elevator insurance, automatic sprinkler damage insurance, and rental income insurance. RBF shall obtain the insurance for the Building (the "Building Insurance"). The costs of the Building Insurance shall be paid by the Parties based on their prorata share. The interior of each Parties premises shall be insured separately and not a part of the Building Insurance costs.

MAINTENANCE AND REPAIR. The Parties shall be responsible to pay for and keep the interior of their respective areas maintained in a first-class condition at all times, including all janitorial, windows and maintenance required for the interior of each Parties respective space. In the event that RBF no longer owns space in the building, then OD shall become the common area manager of the interior common areas. In the event that neither OD or RBF owns space within the building, then the new owners shall be the common area manager of the interior common areas. PLCD is the manager of exterior common areas as defined in the DEC.

UTILITIES AND SERVICES. The Parties shall use their best efforts to have the utilities and services separately metered and contracted for their respective premises. For those that can not they will be billed monthly as Common Area Costs and paid for prorata as defined in this Agreement: 1) Gas & Power – Other than the individual meters to the RBF space, the balance of these meters shall be put in OD's name and RBF shall be responsible to reimburse OD monthly for fifty percent (50%) of the main floor metered costs. The balance of Gas and Power shall be the responsibility of OD for payment; 2) Telecommunications – each party shall contract separately for their individual service. The DEC shall control as to which service providers are allowed into the Building; and 3) Sewer, Water and City Services – OD will place these services in its name and bill back these services prorata for these costs monthly to RBF (based on the %'s provided for in this Agreement) to be reimbursed as provided for in the DEC.

TAXES AND OTHER RELATED COSTS. The Parties shall have their individual ownership recorded as a condominium interest as provided for on Exhibit A, all taxes and any special assessments shall be allocated accordingly. Those taxes and assessments allocated as Common Areas shall be billed and paid for as Common Area Costs. RBF is a non-profit 501c3 public charity and as such will seek to have its share of property taxes and any special assessments exempt from payment.

SUBORDINATION. This Agreement is subordinate to any mortgage that now exists, or may be given later by the Parties, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Either Party / Owner may not assign or sublet any interest in the Premises, nor assign, mortgage or pledge this Agreement, without the prior written consent of the other Party.

NOTICE. All notices shall be given without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered received

on the third day after it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid.

Red Barn Farms:

Red Barn Farms
1200 West Red Barn Lane
Farmington, Utah 84025

Outward Partners:

Outward Development, LLC
1379 N. 1075 W. / Suite 100
Farmington, Utah 840258

Such addresses may be changed from time to time by either party by providing notice as set forth above.

ARBITRATION AND REMEDIES. The Parties shall always strive to find a non-adversarial resolution to all disputes hereunder related to the formation or covenants or conditions of this Agreement or any other disputes between the Parties, which shall first be submitted to the Arbinger Red Barn Management Committee (“ARBMC”), which shall be comprised of four (4) people made up of two selected by RBF and two by OP; then if ARBMC remains deadlocked on a resolution then submitted to a retired district court judge in Davis County, State of Utah for binding arbitration which may be enforced by a court of competent jurisdiction. The Parties desire to avoid litigation and understand that the social initiative of the Parties and that of RBF as a non-profit organization is a significant reason the Parties are entering into this Agreement.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Utah.

ENTIRE AGREEMENT/AMENDMENT. This Agreement contains the entire agreement of the parties and there are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

BINDING EFFECT. The provisions of this Agreement shall be binding upon and inure to the benefit of both parties and their respective legal representatives, successors and assigns.

Red Barn Farms:

Michael Haug 12.14.20

By:

Its: President, CEO

Outward Development, LLC:

Maria Veen 12-14-2020

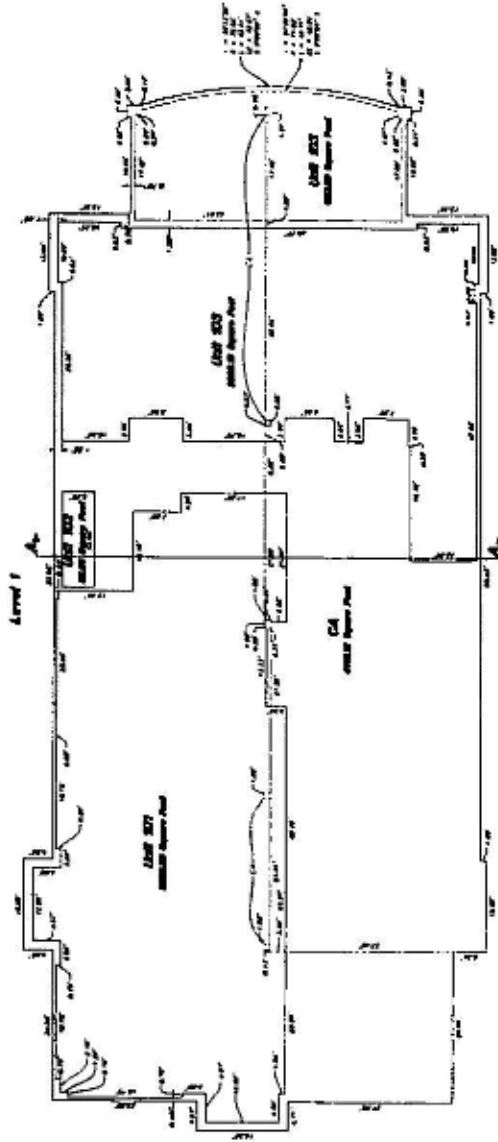
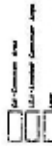
By:

Its: Managing Member

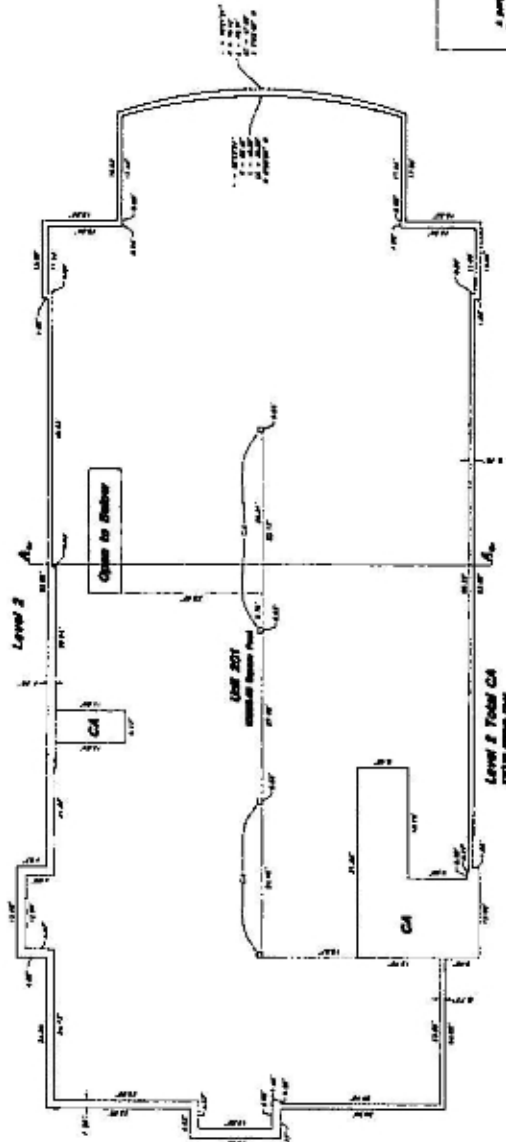
Exhibit A
Condominium Parcel Map

Arbinger

A Utah Condominium Project
A part of the Southeast Quarter of Section 34, Township 3 North, Range 1 West Salt Lake base and Meridian, Farrington,
Davis County, Utah
May 2020



NOTES:
1. All dimensions are in feet and inches.
2. All dimensions are to the centerline of the wall unless otherwise noted.
3. All dimensions are to the centerline of the wall unless otherwise noted.
4. All dimensions are to the centerline of the wall unless otherwise noted.
5. All dimensions are to the centerline of the wall unless otherwise noted.
6. All dimensions are to the centerline of the wall unless otherwise noted.
7. All dimensions are to the centerline of the wall unless otherwise noted.
8. All dimensions are to the centerline of the wall unless otherwise noted.
9. All dimensions are to the centerline of the wall unless otherwise noted.
10. All dimensions are to the centerline of the wall unless otherwise noted.



DAVIS COUNTY RECORDER
DATE RECORDED: 05/15/2020
BOOK: 7683
PAGE: 568

Arbinger
A Condominium Project
A part of the Southeast Quarter of Section 34,
Township 3 North, Range 1 West Salt Lake base and
Meridian, Farrington, Davis County, Utah
May 2020

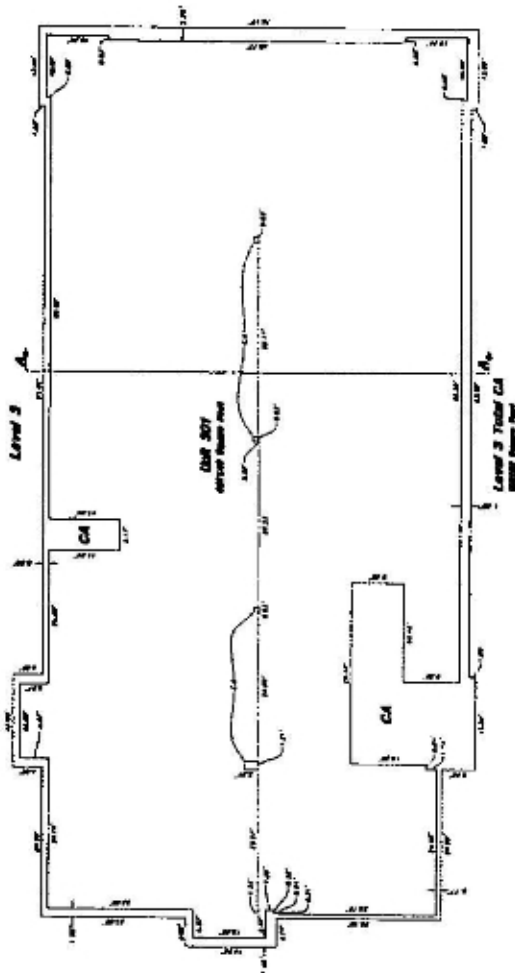
Arbinger

A Utah Condominium Project
A part of the Southeast Quarter of Section 14, Township 3 North, Range 1 West Salt Lake Base and Meridian, Farmington,
Davis County, Utah
May 2020



NOTES:

1. All dimensions are in feet and inches.
2. All dimensions are to the center of the wall unless otherwise noted.
3. All dimensions are to the center of the door unless otherwise noted.
4. All dimensions are to the center of the window unless otherwise noted.
5. All dimensions are to the center of the wall unless otherwise noted.
6. All dimensions are to the center of the door unless otherwise noted.
7. All dimensions are to the center of the window unless otherwise noted.
8. All dimensions are to the center of the wall unless otherwise noted.
9. All dimensions are to the center of the door unless otherwise noted.
10. All dimensions are to the center of the window unless otherwise noted.



Building Section A-A



DAVIS COUNTY RECORDER

BOOK NO. _____ PAGE NO. _____

RECORDED ON _____ AT _____

BY _____

DATE COUNTY ATTORNEY _____

Arbinger
A Condominium Project
A part of the Southeast Quarter of Section 14, Township 3 North, Range 1 West Salt Lake Base and Meridian, Farmington, Davis County, Utah
February 2020



UTAH NOTARY ACKNOWLEDGMENT

State of Utah

County of DAVIS

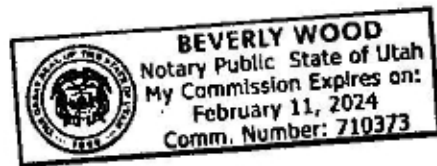
On this 14 day of December, in the year 2020, before me

Beverly Wood (notary public name) a notary public, personally appeared
Michael Haws & Mark Trev (name of document signer), proved on the basis of

satisfactory evidence to be the person(s) whose name(s) are (is/are)
subscribed to this instrument, and acknowledged they (he/she/they)
executed the same.

Witness my hand and official seal.

Beverly Wood
Notary Public



**Condominium Operating Agreement
Addendum #1**

A part of the Southeast Quarter of Section 14, Township 3 North, Range 1 West Salt lake base and Meridian, Farmington City, Davis County, Utah.

Beginning at a point on the North Right of way line of Red Barn Lane, said point being 1497.42 feet North 0°20'29" East along the Section line and 529.94 feet North 89°20'27" West along said North right of way line from the Southeast corner of said Section 14, and running thence North 3°16'08" West 93.34 feet; North 27°37'42" East 70.93 feet; thence North 80°53'45" West 81.46 feet; thence North 0°39'27" East 182.03 feet; thence North 89°20'27" West 226.02 feet; thence South 0°39'33" West 267.72 feet; thence South 23°50'41" West 89.86 feet to said North right of way line; thence South 89°20'77" East 316.19 feet along said North Right of way line to the Point of beginning
Contains 90,004 square feet