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E# 2838656 PG 1 OF 9
Leann H. Kilts, WEBER COUNTY RECORDER
25-Jan-17 0146 PM FEE \$26.00 DEP TN
REC FOR: FIRST AMERICAN - SUGARHOUSE
ELECTRONICALLY RECORDED

AFTER RECORDING MAIL TO:

JONES WALDO HOLBROOK & McDONOUGH, P.C.
Attn: Kyle V. Leishman
170 South Main, Suite 1500
Salt Lake City, Utah 84101

BT

**FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS**

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS (this "Amendment") is dated this 27 day of January, 2017 (the "Effective Date"), by INTERMOUNTAIN FARMERS ASSOCIATION, a Utah corporation ("IFA").

WITNESSETH:

WHEREAS, IFA previously executed that certain Declaration of Restrictions and Grant of Easements, dated October 22, 2007, and recorded at Entry No. 2379891, Weber County Recorder (the "Declaration"), pursuant to which, among other things, IFA placed certain restrictions on the use of each Shopping Center Parcel for the benefit of each other Shopping Center Parcel, all as more fully described in the Declaration;

WHEREAS, pursuant to Section XV of the Declaration, the Declaration may at any time be amended by recording an instrument executed by the Owners of seventy-five percent (75%) of the land in the Shopping Center (which must include the Owner of the IFA Parcel, so long as it has any interest in the Shopping Center);

WHEREAS, as of the Effective Date, IFA owns fee title to more than seventy-five percent (75%) of the land in the Shopping Center; and

WHEREAS, IFA desires to amend certain terms and provisions of the Declaration as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is hereby amended as follows:

1. Definitions. Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Declaration.

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2. Recitals. All of the recitals set forth above are hereby incorporated into this Amendment by this reference and are made a part hereof.

3. Site Plan. The Site Plan attached to the Declaration is hereby deleted in its entirety and replaced with the Site Plan attached hereto as Exhibit A.

4. Building Area. Section II.1. of the Declaration is hereby deleted in its entirety and replaced with the following:

“1. Building Area. Except as otherwise permitted by this Declaration, without the prior written consent of the Owner of the IFA Parcel, which consent may be granted or denied in its sole, subjective discretion no building or other structure shall be constructed upon any Parcel in the Shopping Center other than within the Building Area on each Parcel. Notwithstanding the foregoing, canopies and roof overhangs (including supporting columns or pillars), normal foundations, trash enclosures, and loading and delivery docks, covered areas attached to such docks, required emergency exits (including stairs, landings, footings and foundations associated therewith), and doors for ingress and egress may project from any building or structure up to a distance of twenty-five (25) feet over or outside of the Building Area on any Parcel; provided, any such projection or extension must comply with all applicable laws, rules, ordinances and regulations of every governmental body having jurisdiction over the Shopping Center; and provided further, no such extension or projection shall be allowed if it (i) reduces the number of parking spaces or materially alters the parking configuration or vehicular and pedestrian circulation, and/or access in and through the entire Shopping Center as shown on the Site Plan, or (ii) interferes with or prevents the location, placement or construction of a building or structure in the Building Area on any Parcel, or (iii) encroaches on, over or under any portion of any other Parcel any drive lane. Except as otherwise indicated on the Site Plan, the exterior walls of adjacent buildings constructed in the Shopping Center shall abut (i.e., touch), except such exterior walls may have a gap of no more than four (4) inches, as reasonably approved by the Owner of the IFA Parcel. Such gap, if any, shall be properly flashed so that the building exteriors appear to be continuous and without any break. No portion of any building owned by IFA or located on the IFA Parcel may be used as a common wall.

5. Maximum Building Area. Section II.2. of the Declaration is hereby deleted in its entirety and replaced with the following:

“2. Maximum Building Area. The total square footage of floor area of all buildings and other structures within the Building Area on any Parcel in the Shopping Center may not exceed the maximum amount designated for each such Parcel on the Site Plan without the prior written consent of the Owner of the IFA Parcel, which consent may be granted or denied in its sole, subjective discretion. Such maximum building area for each Parcel is hereinafter referred to as “Maximum Building Area”. For purposes hereof, “floor area” shall be defined as the area within the exterior surfaces of the exterior walls of any building or structure, excluding any

“Mezzanine” (i.e., any floor area above the ground floor that does not extend over the entire ground floor area of the building and which is used in connection with the primary commercial use of such building, but is not used for sales area or generally open to the public), trash enclosures, loading docks, covered areas attached to loading docks, doors for ingress and egress, canopies and roof overhangs (including supporting columns or pillars) and required emergency exits (including stairs, landings, footings and foundations associated therewith). The Maximum Building Area for any Parcel is only a limitation on building size and imposes no obligation whatsoever on the Owner of such Parcel to place, erect or construct a building or structure thereon having the Maximum Building Area.”

6. Design and Construction of Buildings.

a. Section II.3. of the Declaration is hereby deleted in its entirety and replaced with the following:

“3. Design and Construction of Buildings. All buildings constructed in the Shopping Center shall be designed so that the exterior elevation of each building will be architecturally and aesthetically compatible with the others, including the height, color, materials, design and architectural theme (including signs located thereon), but in no event shall any building exceed one (1) story plus Mezzanine nor a height of thirty-five (35) feet (collectively, the “Architectural Theme”) without the prior written consent of the Owner of the IFA Parcel, which consent may be granted or denied in its sole, subjective discretion. In the event any buildings are constructed within the Shopping Center which are not part of the original development of the Shopping Center, prior to the commencement of such construction, plans and samples showing the Architectural Theme of such building or buildings shall be submitted to the Owner of the IFA Parcel for its approval. All building construction must be diligently prosecuted to completion, shall be performed in a workmanlike manner and in accordance with the requirements of all governmental authorities having jurisdiction over such work and shall be performed in a manner that does not interfere with the operations of a business on any of the Shopping Center Parcels. All buildings constructed in the Shopping Center shall be constructed to comply with all governmental requirements (including sprinklering and setback requirements) which arise by reason of such use of the Construction Type or any other construction technique used in the buildings on the IFA Parcel. If an Owner or its tenant commences construction of a building within the Shopping Center, but such construction ceases prior to the completion of the building for a period in excess of one hundred twenty (120) days, and the Owner of the IFA Parcel in its reasonable discretion determines that such unfinished building creates an unsafe or unsightly condition detrimental to the Shopping Center, the Owner of the IFA Parcel may construct a barricade around such building. Upon any such work by the Owner of the IFA Parcel, the Owner upon whose Parcel the building is located shall reimburse the Owner of the IFA Parcel upon demand for monies so expended.”

b. Section II.3 of the Declaration is hereby amended to permit a two story building to be constructed on Parcel 3 provided that such building otherwise complies with all applicable governmental regulations.

7. Use Restrictions. Section V of the Declaration is hereby amended to allow the following uses on Parcel 3: (i) car washes, (ii) a business with drive-up or drive-through lanes, (iii) the sale of food, and (iv) the sale of clothing.

8. Signage. Section VI of the Declaration is hereby amended to provide (i) that no Owner, other than the Owner of Parcel 3, may place any signage on Parcel 3 without the express written consent of the Owner of Parcel 3, and (ii) that the Owner of Parcel 3 may, at its sole cost and expense, construct a free-standing monument sign on Pad 3, provided that such monument sign (x) shall comply with applicable governmental regulations, (y) must be set back or lower than the current Shopping Center pylon sign so as not to interfere with the view of such pylon sign, and (z) must be located at a location on Parcel 3 that is mutually acceptable to the Owner of Parcel 3 and the Owner of the IFA Parcel.

9. No Other Modifications. Except as expressly amended hereby, the terms and provisions of the Agreement shall continue in full force and effect.

[Signature Page(s) to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the Effective Date first above written.

IFA:

INTERMOUNTAIN FARMERS ASSOCIATION,
a Utah corporation

By: J. Craig Sellers
Name: J. Craig Sellers
Title: VP Finance / CFO

STATE OF Utah)
)ss:
COUNTY OF Salt Lake

Personally appeared before me, a Notary Public, J. Craig Sellers, with whom I am personally acquainted, and who acknowledged that he/she executed the within instrument for the purposes therein contained, and who further acknowledged that he/she is the VP Finance of INTERMOUNTAIN FARMERS ASSOCIATION, a corporation, and is authorized by the corporation to execute this instrument on behalf of the corporation.

Witness my hand this 24 day of January 2017.

Barry C Hatch
Notary Public

My Commission Expires:

March 7, 2020



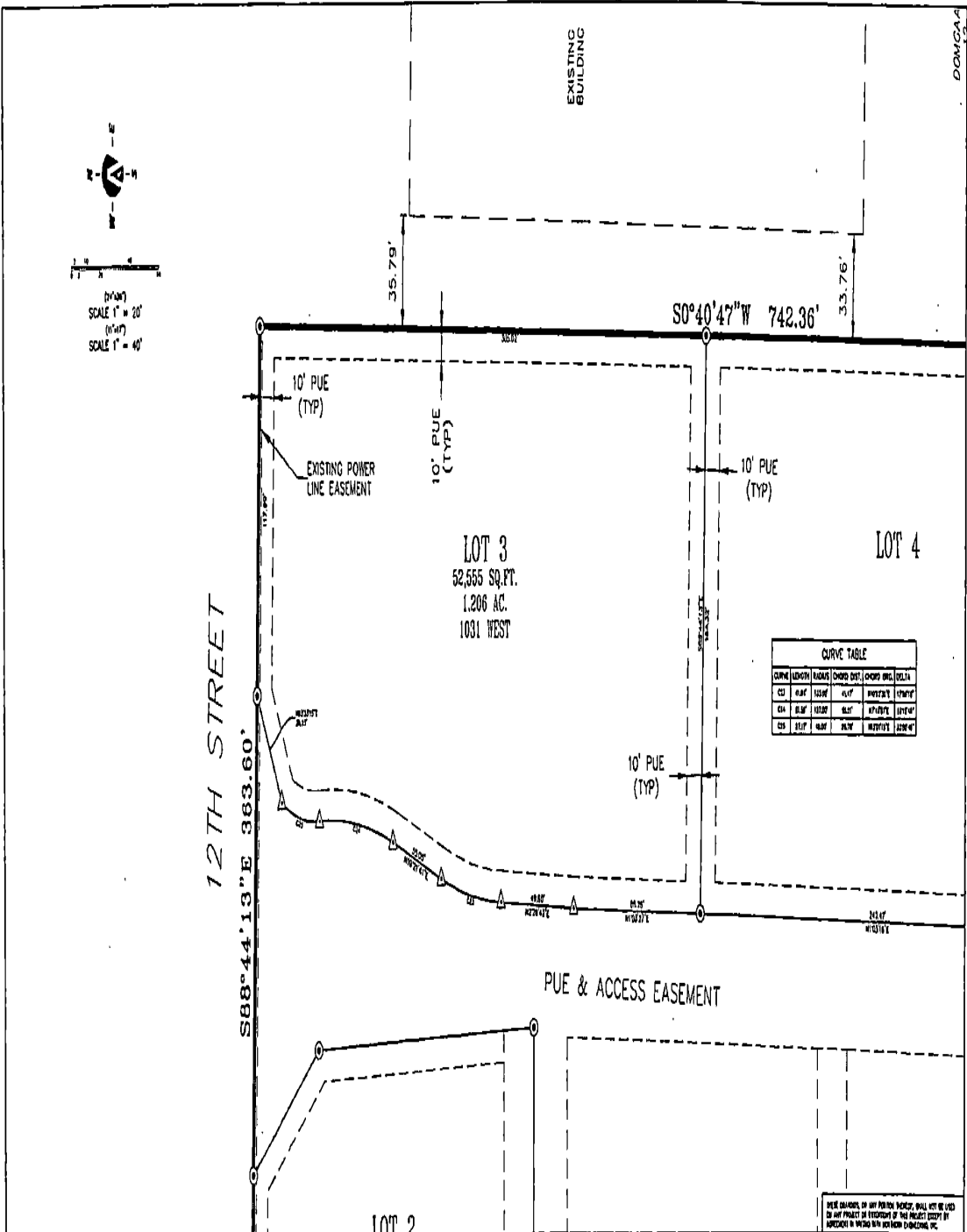
EXHIBIT A

NEW SITE PLAN

See the following three pages.

*This is the finalized and correct plat for
lot 3.*

*J. Craig Sellers
J. Craig Sellers
VP Finance/CFO*



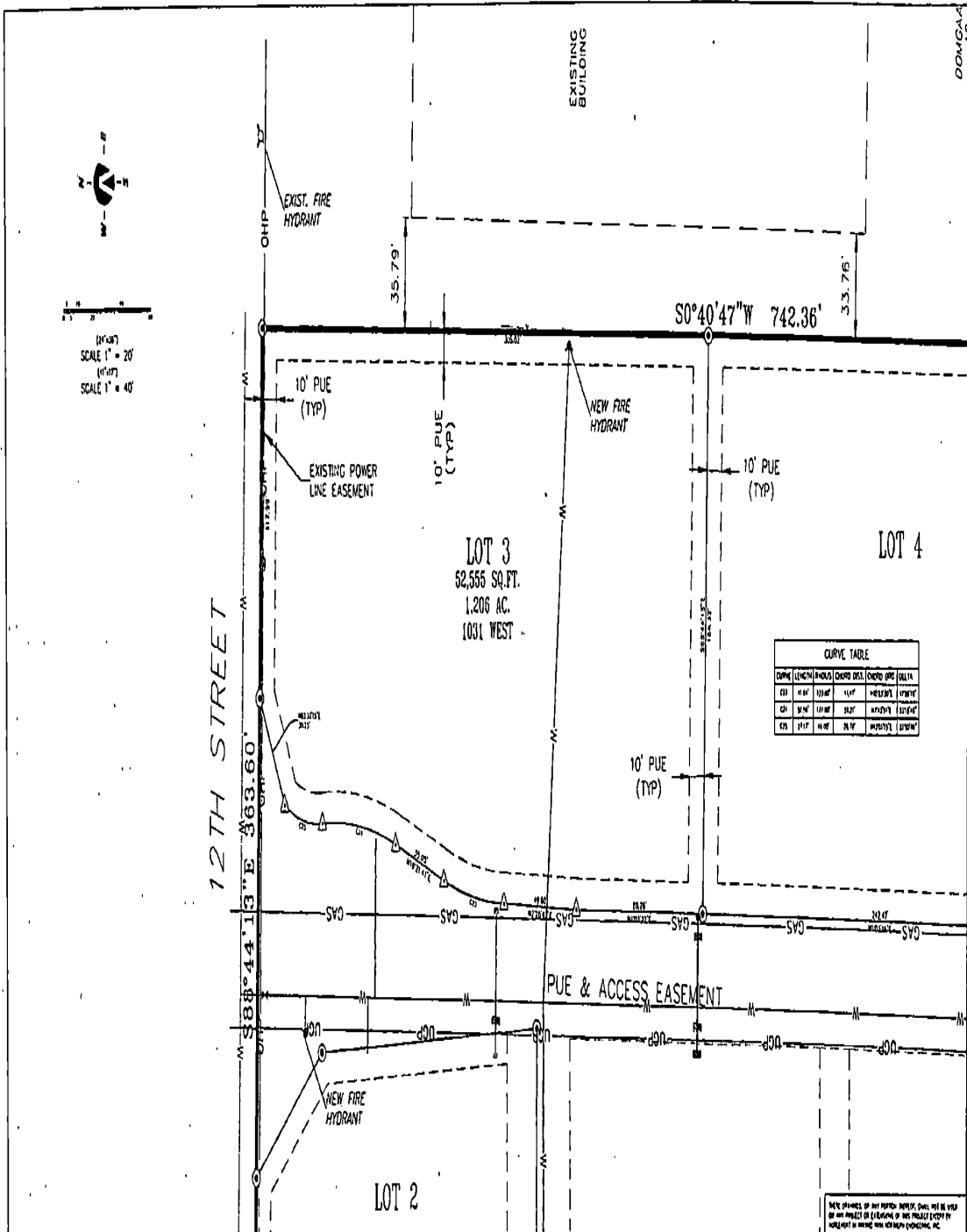
CURVE TABLE

CURVE	LENGTH	BEARING	CHORD DIST.	CHORD BEG.	CHORD END.
CS1	10.00'	S88°44'13" E	10.00'	0+00.00'	0+10.00'
CS2	10.00'	S88°44'13" E	10.00'	0+10.00'	0+20.00'
CS3	10.00'	S88°44'13" E	10.00'	0+20.00'	0+30.00'

Northern Engineering Inc. ENGINEERING-LAND PLANNING-CONSTRUCTION SURVEYING 1040 E. 800 N. OGDEN, UTAH 84407 (801) 832-8822		IFS OGDEN LOT 3	LOT 3 BOUNDARY OGDEN, UTAH	JOB NO. 1-10-025 SHEET NO. 1
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Utility



CURVE TABLE					
CHORD LENGTH	CHORD BEG.	CHORD END	CHORD BEG. DATE	CHORD END DATE	DATE
100'	100.00'	100.00'	10/1/00	10/1/00	10/1/00
100'	100.00'	100.00'	10/1/00	10/1/00	10/1/00
100'	100.00'	100.00'	10/1/00	10/1/00	10/1/00

DATE APPROVED BY THE BOARD OF PUBLIC UTILITIES SHALL BE THE DATE OF THE PROCEEDINGS OF THE BOARD OF PUBLIC UTILITIES IN OGDEN, UTAH.

NO.	DESCRIPTION	DATE	BY
1	DESIGN		
2	REVISION		
3	REVISION		
4	REVISION		
5	REVISION		
6	REVISION		
7	REVISION		
8	REVISION		
9	REVISION		
10	REVISION		

Northern ENGINEERING INC
 ENGINEERS-ARCHITECTS-PLANNERS
 CONSTRUCTION MANAGEMENT
 1040 E. 800 N.
 OGDEN, UTAH 84407
 (801) 682-8882

IFS OGDEN LOT 3

LOT 3 BOUNDARY	JOB NO.
OGDEN, UTAH	3-10-005
	SHEET NO.
	1