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7/17/2018 9:30:00 AM \$36.00  
Book - 10693 Pg - 9464-9476  
ADAM GARDINER  
Recorder, Salt Lake County, UT  
MERIDIAN TITLE  
BY: eCASH, DEPUTY - EF 13 P.

When recorded return to:  
Parr Brown Gee & Loveless  
101 South 200 East, Suite 700  
Salt Lake City, Utah 84111  
Attention: Lamont-Richardson

## **FIRST AMENDMENT TO COVENANTS, RESTRICTIONS AND EASEMENTS**

**THIS FIRST AMENDMENT TO COVENANTS, RESTRICTIONS AND EASEMENTS** (this "Amendment") is made as of the 16<sup>th</sup> day of July, 2018, between **ANTHEM CENTER, LLC**, a Utah limited liability company ("Anthem"), and **THE STATE OF UTAH** (the "State").

### **RECITALS**

WHEREAS, the State and Anthem entered into that certain document entitled Declaration of Covenants, Restrictions and Easements, dated March 9, 2018 (the "Declaration"), which document was recorded in the Salt Lake County Recorder's Office on April 3, 2018, as Document Number 12746680 in Book 10661 at Page 8707, which relates to the real property depicted on Exhibit A and described on Exhibits A-1 and A-2 attached hereto and made a part hereof. Capitalized terms used but not otherwise defined herein shall have their meanings set forth in the Declaration.

WHEREAS, since the recording of the Declaration, the legal descriptions of the Additional Developer Tracts have been modified.

WHEREAS, the State and Anthem desire to amend the Declaration as provided herein.

WHEREAS, the Additional Developer Tracts owned by Anthem and the Additional Developer Tract owned by the State constitute all of the Additional Developer Tracts under the Declaration.

NOW THEREFORE, in consideration of the foregoing, Anthem and the State hereby agree as follows:

### **AGREEMENT**

1. Amendments. The Declaration is hereby amended as follows:

(a) Section 4.3.2(2) of the Declaration is hereby amended and restated in its entirety as follows:

“(2) Responsibility. So long as Anthem or any affiliate of Anthem owns an interest in the Additional Developer Tract, responsibility for maintenance of the Landscaping and Service Drives shall be vested in Anthem or an affiliate who shall maintain the Landscaping and Service Drives to the standards set forth in this Section 4.3.2 and shall be entitled to reimbursement for certain costs incurred in connection with such maintenance as set forth in Paragraph 4.3.2(3)(c) below. In the event Anthem no longer owns any portion of the Additional Developer Tract, the party responsible for the maintenance obligations set forth in this Section 4.3.2 shall be the Person appointed by Anthem in a document of record in the Recorder’s Office or, if no such document is recorded, will be an Owner (if such Owner consents to such appointment) or a third party manager appointed by a majority of the Owners).”

(b) Section 5 of the Declaration is hereby amended and restated in its entirety as follows:

“5 Signs. Freestanding identification sign may be erected on each Parcel by the Owner of such Parcel for such Owner’s use, subject to complying with applicable laws. There may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, and the design and location of such signs shall be approved by Anthem. No signs shall obstruct the ingress and egress shown on Exhibit A-3. Anthem shall construct the pylon signs at the locations depicted on Exhibit A-3 (the "Pylon Signs"). The plans and specifications for the Pylon Signs and the construction contract for the Pylon Signs shall be prepared, and awarded, as applicable, by Anthem. So long as Anthem or any affiliate of Anthem owns an interest in the Additional Developer Tract, Anthem shall maintain the Pylon Signs structure and all Owners shall maintain and fabricate their own panels. The costs for constructing the Pylon Signs and the cost of maintaining and operating the Pylon Signs shall be allocated pro rata among the Owners displaying signage on the Pylon Signs based on the size of such Owner’s sign. The location of each Owner’s panel on the Pylon Signs shall be determined by separate agreement between Anthem and such Owner. Anthem may bill said Owners for construction costs upon completion and for maintenance costs not more frequently than quarterly. All billing shall contain all applicable back up documentation and details. In the event Anthem no longer owns any portion of the Additional Developer Tract, the party responsible for the maintenance obligations set forth in this Section 5 shall be the Person appointed by Anthem in a document of record in the Recorder’s Office or, if no such document is recorded, will be an Owner (if such Owner consents to such appointment) or a third party manager appointed by a majority of the Owners.”

(c) Section 19 of the Declaration is hereby amended and restated in its entirety as follows:

“19. Obligations of Anthem. Anthem hereby agrees that so long as it owns all or a portion of the Additional Developer Tract, it will satisfy the obligations of Anthem hereunder, and will hold harmless and indemnify the Owners from any and all loss, damage, expense, fees, claims, costs, and liabilities, including, but not limited to, attorneys' fees and costs of litigation, arising out of this Agreement, except for those arising out of the acts or omissions of the Owner or its employees, agents, contractors or invitees. In the event Anthem no longer owns any portion of the Additional Developer Tract, the party responsible for Anthem's obligations shall be the Person appointed by Anthem in a document of record in the Recorder's Office or, if no such document is recorded, will be an Owner (if such Owner consents to such appointment) or a third party manager appointed by a majority of the Owners.”

(d) Each of Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4 and Exhibit B attached to the Declaration is hereby amended and restated in its entirety with Exhibit A, Exhibit A-1, Exhibit A-2, Exhibit A-3, Exhibit A-4 and Exhibit B attached to this Amendment, respectively.

2. Any and all other terms and provisions of the Declaration are hereby amended and modified wherever necessary, 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.

3. This Amendment may be executed in counterparts each of which shall be deemed an original.

4. This Amendment shall inure for the benefit of and shall be binding on each of the parties hereto and their respective successors and/or assigns.

5. 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 WITNESSETH WHEREOF, the parties have executed this Amendment as of the date first set forth above.

ANTHEM CENTER, LLC, a Utah limited liability company

By: ARBOR COMMERCIAL REAL ESTATE L.L.C., a Utah limited liability company, its manager

By [Signature]  
Name Cory Gust  
Title Member / Manager

State of Utah

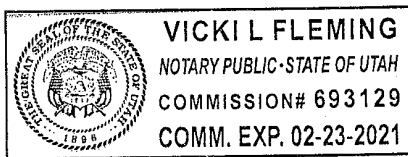
County of Salt Lake

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of July, 2018, by Cory Gust, who is a manager of Arbor Commercial Real Estate, L.L.C., a Utah limited liability company, as manager of Anthem Center, LLC, a Utah limited liability company, on behalf of such company.

(Seal and Expiration Date)

[Signature]

Notary Public



STATE OF UTAH

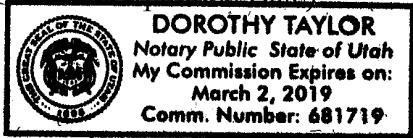
By [Signature]  
Name Lee Fairbourn  
Title Real Estate Manager

State of Utah

County of Salt Lake

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of July, 2018, by Lee Fairbourn, the Real Estate Manager of the State of Utah.

(Seal and Expiration Date)



[Signature]  
Notary Public

APPROVED AS TO FORM:

[Signature]  
Assistant Attorney General      Date: July 16, 2018  
State of Utah

EXHIBIT A

Plat Showing Additional Developer Tract

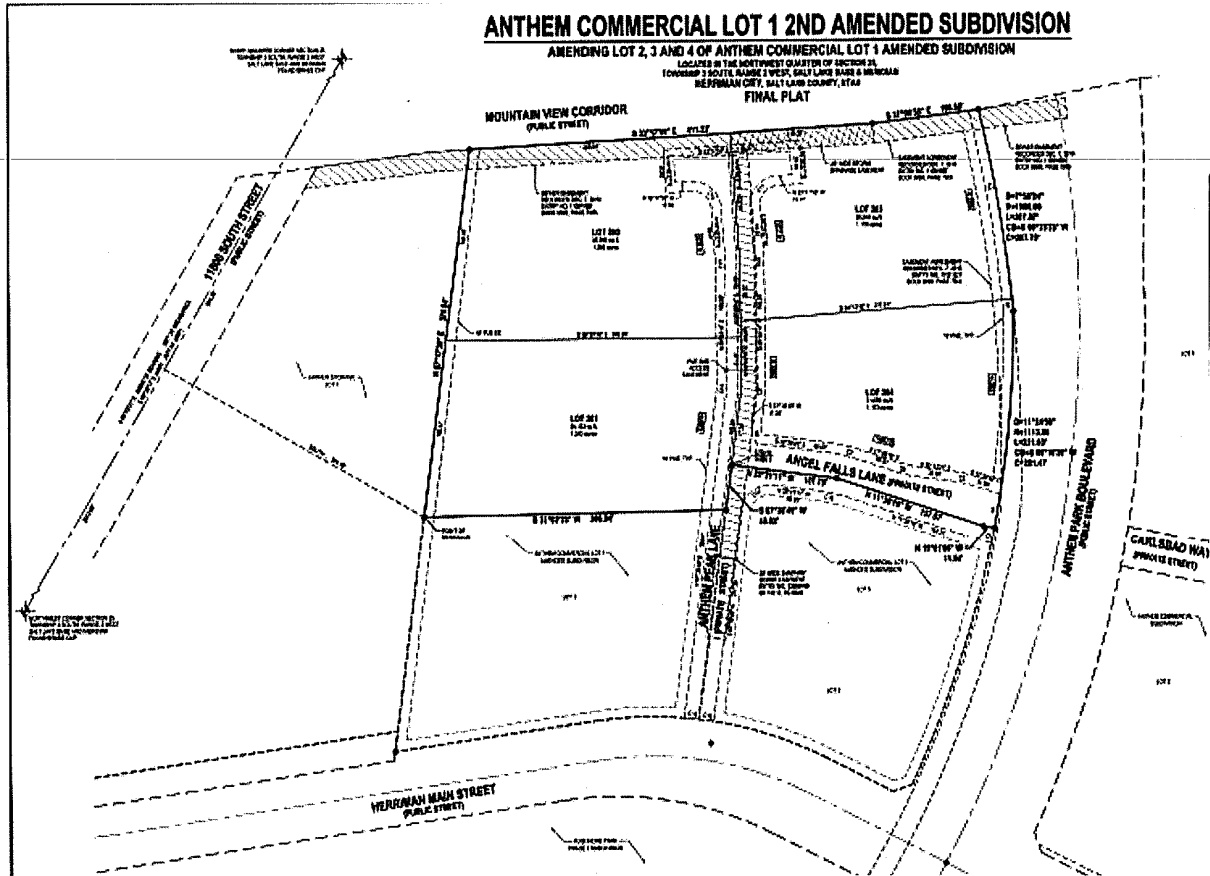


EXHIBIT A-1

(Tracts Owned by Anthem Center, LLC)

Those tracts of land located in Salt Lake County, Utah and more particularly described as follows:

Lots 5 and 6, Anthem Commercial Lot 1 Amended Subdivision, Amending Lot 1 of Anthem Commercial Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Tax Parcel Id No. 26-25-126-008 and 26-25-126-007

Lots 201, 202, 203 and 204, Anthem Commercial Lot 1 2<sup>nd</sup> Amended Subdivision, Amending Lots 2, 3 and 4 of Anthem Commercial Lot 1 Amended Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Tax Parcel Id No. 26-25-126-011, 26-25-126-012, 26-25-126-013, 26-25-126-014

EXHIBIT A-2

(Tracts Owned by the State of Utah)

Those tracts of land located in Salt Lake County, Utah and more particularly described as follows:

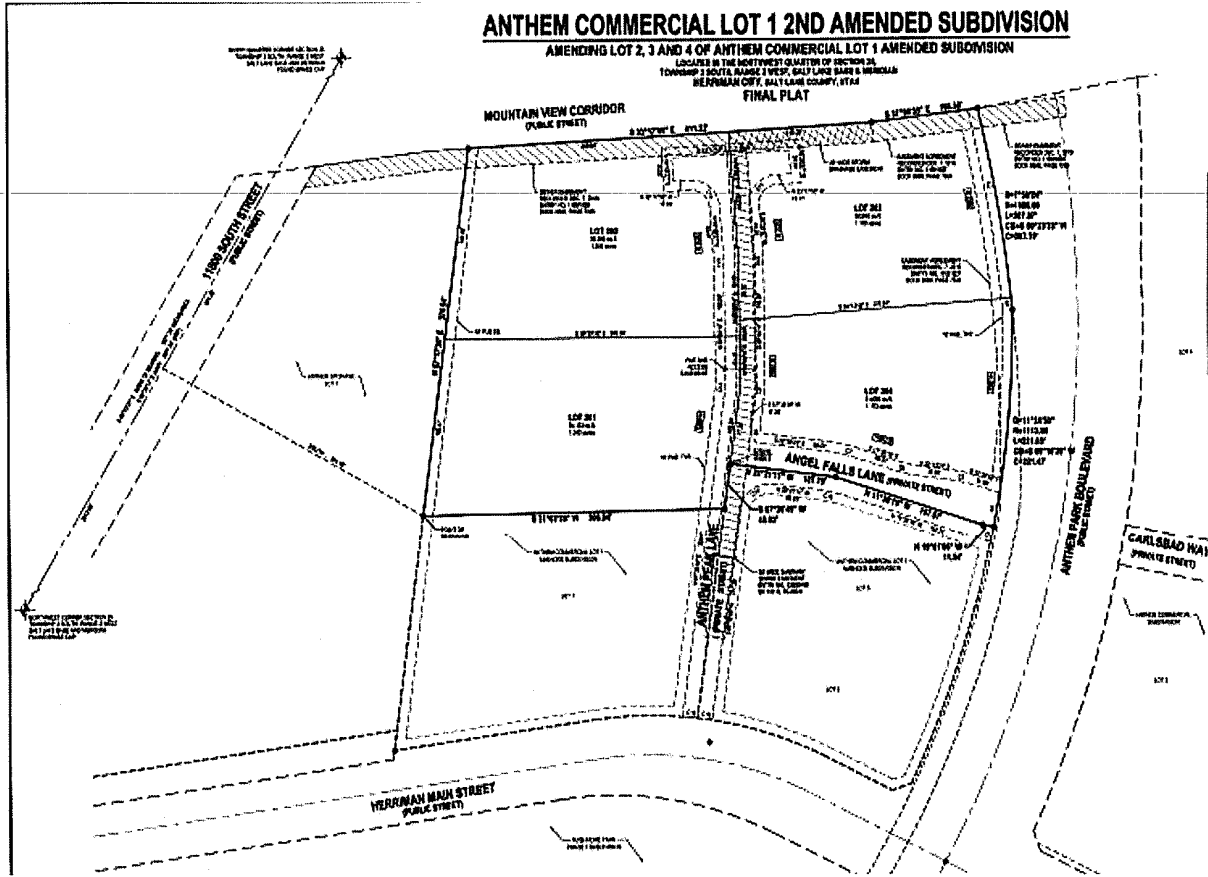
Lot 1, Anthem Commercial Lot 1 Amended Subdivision, Amending Lot 1 of Anthem Commercial Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Tax Parcel Id No. 26-25-126-005



EXHIBIT "A-3"

Ingress and Egress Areas/Pylon Sign Locations



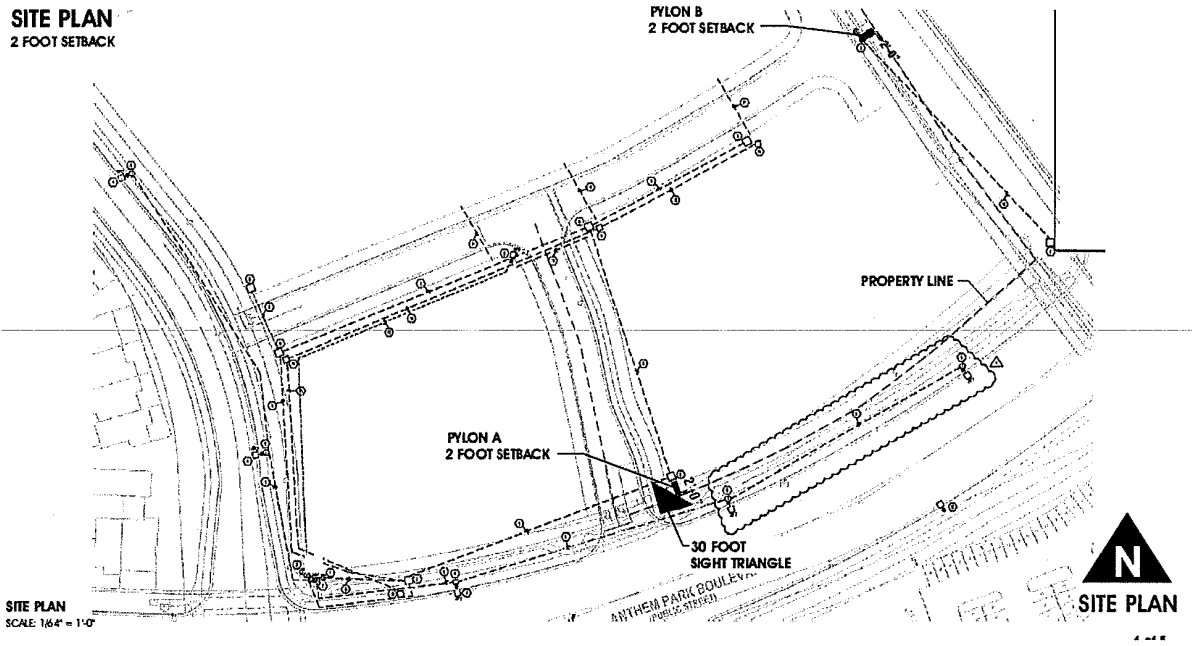


EXHIBIT A-4

(Depiction of Service Drives)

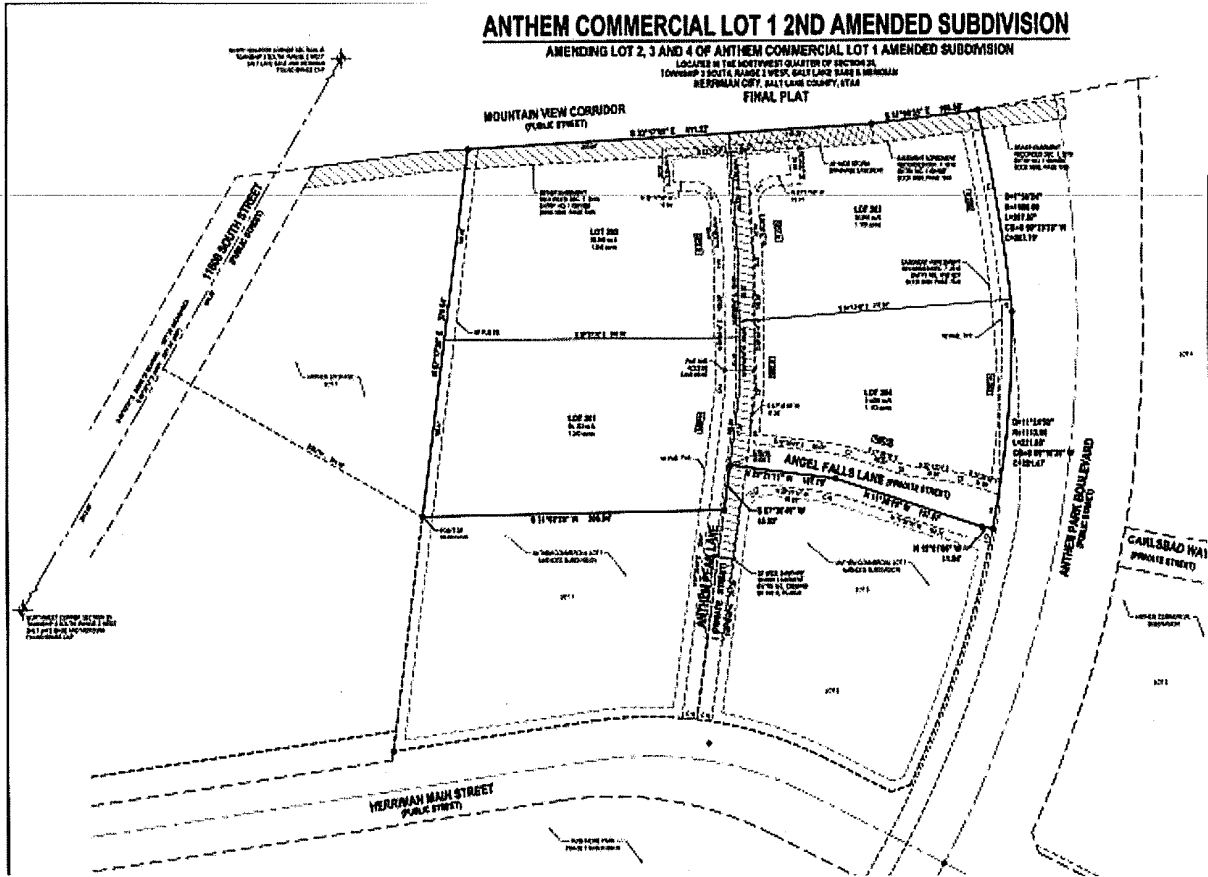


EXHIBIT B

(Additional Developer Tract Legal Description)

Those tracts of land located in Salt Lake County, Utah and more particularly described as follows:

Lots 1, 5 and 6, Anthem Commercial Lot 1 Amended Subdivision, Amending Lot 1 of Anthem Commercial Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

Tax Parcel Id No. 26-25-126-005, 26-25-126-008 and 26-25-126-007

Lots 201, 202, 203 and 204, Anthem Commercial Lot 1 2<sup>nd</sup> Amended Subdivision, Amending Lots 2, 3 and 4 of Anthem Commercial Lot 1 Amended Subdivision, according to the plat thereof as recorded in the office of the Salt Lake County Recorder.

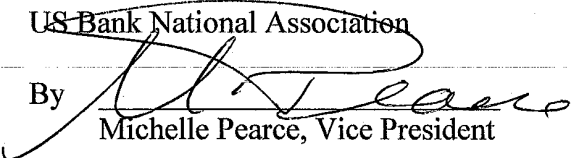
Tax Parcel Id No. 26-25-126-011, 26-25-126-012, 26-25-126-013, 26-25-126-014

**MORTGAGEES CONSENT**

The undersigned mortgagees hereby consent to the placement of the easements, restrictions, and covenants contained in the foregoing instrument on the parcels of land described therein and further agree that the same shall not be terminated on any foreclosure on any parcel of land covered by the said instrument.

US Bank National Association

By

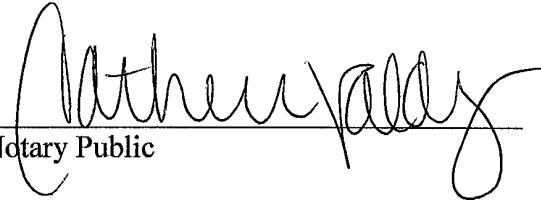
  
Michelle Pearce, Vice President

State of Utah

County of Salt Lake

The foregoing instrument was acknowledged before me this 14 day of July, 2018, by Michelle Pearce, Vice President of US Bank National Association, on behalf of US Bank National Association.

(Seal and Expiration Date)

  
Notary Public

