

WHEN RECORDED, PLEASE RETURN TO:

CIG Layton, LLC
889 Eaglewood Loop
North Salt Lake, UT 84054

Parcel Nos. 09-371-0004; 09-422-0101

**FIRST AMENDMENT TO
RECIPROCAL EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT (this "First Amendment") is made this 25th day of April, 2022, by and between **CIG LAYTON, LLC**, a Utah limited liability company whose address is 889 Eaglewood Loop, North Salt Lake, Utah 84054 ("CIG"), and **LAYTON ANTELOPE, LLC**, a Utah limited liability company whose address is 748 West Heritage Park Blvd, Suite 203, Layton, Utah 84041 ("Layton Antelope"). Capitalized terms not otherwise defined herein shall have the same meaning given to such terms in the Easement Agreement (defined below). CIG and Layton Antelope are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

A. Hardy Antelope Center, LLC, a Utah limited liability company ("Hardy"), and Layton Pointe, LC, a Utah limited liability company ("Layton Pointe"), entered into that certain Reciprocal Easement Agreement, dated September 5, 2006, and recorded in the office of the Davis County Recorder on September 7, 2006, as Entry No. 2199504 in Book 4112, at Page 339 (the "Easement Agreement").

B. CIG, as the successor-in-interest to Hardy, is the current owner of a portion of the real property that is subject to the Easement Agreement, which portion is more particularly described on the attached Exhibit A (the "CIG Property").

C. Layton Antelope, as the successor-in-interest to Layton Pointe, is the current owner of a portion of the real property that is subject to the Easement Agreement, which portion is more particularly described on the attached Exhibit B (the "Layton Property").

D. The CIG Property and the Layton Property comprise the real property that is subject to the Easement Agreement.

E. CIG desires to alter the current configuration of the parking and parking-related improvements located on the CIG Property (the "Parking Alterations"), at its sole cost and expense.

F. The Parties desire to amend the Easement Agreement to provide for CIG's construction of the Parking Alterations and other future alteration of the improvements located on the CIG Property or the Layton Property, as set forth herein.

AGREEMENT:

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. Parking Alterations. The Easement Agreement is hereby amended such that, notwithstanding anything to the contrary in the Easement Agreement, CIG shall have the right to construct, at its sole cost and expense, the Parking Alterations substantially in accordance with the plans attached hereto as Exhibit C. CIG shall use commercially reasonable efforts to complete the Parking Alterations promptly following the execution of this Amendment. For the avoidance of all doubt, upon completion of the Parking Alterations, the perpetual, non-exclusive easements and rights-of-way granted by CIG to Layton Antelope on, over and through portions of the CIG Property pursuant to Section 3 of the Easement Agreement (the "Layton Antelope Easement") shall apply to those portions of the CIG Property that are then being used for parking, traffic lanes, driveways, sidewalks, walkways or similar areas for ingress and egress of vehicles and pedestrians and for parking of vehicles, as modified pursuant to the construction of the Parking Alterations.

2. Amendment to CIG Easement. The perpetual, non-exclusive easements and rights-of-way granted by Layton Antelope to CIG on, over and through portions of the Layton Property pursuant to Section 2 of the Easement Agreement (the "CIG Easement") is hereby amended such that the portion of the Layton Property subject to the CIG Easement shall be as depicted on the attached Exhibit D.

3. Vehicle Traffic Overflow. CIG shall use commercially reasonable efforts to prevent and/or mitigate the overflow of vehicular traffic from the CIG Property onto the Layton Property ("Car Stacking"), which efforts may include placing signs, traffic cones and other traffic-control devices on the CIG Property and directing employees of CIG or CIG's tenant to facilitate traffic flow to mitigate Car Stacking. In addition, Layton Antelope shall have the right to prevent and/or mitigate Car Stacking by placing signs, traffic cones and other traffic-control devices on the Layton Property and directing employees of Layton Antelope or Layton Antelope's tenant to facilitate traffic flow.

4. Alterations. Notwithstanding anything to the contrary in the Easement Agreement, CIG shall have the right to alter the parking improvements and drive aisle configuration of the CIG Property without the consent of Layton Antelope, provided that such alterations do not impair Layton Antelope's reasonable access to and use of the Layton Antelope Easement. Notwithstanding anything to the contrary in the Easement Agreement, Layton Antelope shall have the right to alter the parking improvements and drive aisle configuration of the Layton Property without the consent of CIG, provided that such alterations do not impair CIG's reasonable access to and use of the CIG Easement.

5. Pylon Sign. Layton Antelope shall have the right to use the lower panel of the existing pylon sign facing W Antelope Drive located on the CIG Property (the "Pylon Sign"), and any replacement of the Pylon Sign, provided (i) Layton Antelope shall reimburse to CIG fifty percent (50%) of the documented expenses incurred by CIG in maintaining, repairing and replacing the Pylon Sign, (ii) the content of Layton Antelope's signage shall not have a materially adverse impact on any business on or use of the CIG Property, and (iii) Layton Antelope shall ensure that Layton Antelope's signage at all times complies with all applicable laws and ordinances.

6. Amendment to Section 6. Section 6 of the Easement Agreement is hereby deleted in its entirety and shall be replaced with the following in lieu thereof:

"Intentionally Deleted."

7. Repair and Maintenance. Layton Antelope shall, at its sole cost and expense, operate, maintain in good condition, repair, replace, light, and keep free of snow and ice all parking areas, sidewalks, walkways, and roadways located on the Layton Property, including the paving and other improvements located on the CIG Easement. CIG shall, at its sole cost and expense, operate, maintain in good condition, repair, replace, light, and keep free of snow and ice all parking areas, sidewalks, walkways, and roadways located on the CIG Property, including the paving and other improvements located on the Layton Antelope Easement.

8. Miscellaneous. Except as expressly modified by the provisions of this Amendment, the Easement Agreement shall continue in full force and effect. In the event any inconsistencies exist between the terms of this Amendment and the Easement Agreement, this Amendment shall control. The individuals who execute this Amendment represent and warrant that they are duly authorized to execute this Amendment on behalf of CIG and Layton Antelope, as the case may be, and that the parties named are all of the parties and proper parties, and that no other signature, act or authorization is necessary to bind such entities to the provisions of this Amendment. This Amendment may be executed in counterpart originals, each of which when duly executed and delivered shall be deemed an original and all of which when taken together shall constitute one instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed as of the day and year first above written.

CIG:

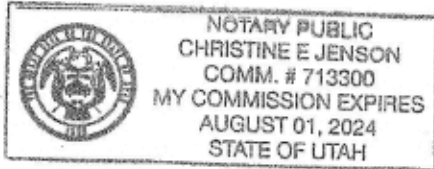
CIG LAYTON, LLC,
a Utah limited liability company

By: *James L Hardy*
Name: *James L Hardy*
Title: *Manager*

By: _____
Name: _____
Title: _____

STATE OF Utah §
 §
COUNTY OF Davis §

BEFORE ME, the undersigned authority, on this 25 day of April 2022, did personally appear James L Hardy, the manager of CIG Layton, LLC, a Utah limited liability company, who acknowledged this instrument and stated that he/she executed same on behalf of said limited liability company.



Christine E Jensen
Notary Public, State of Utah

STATE OF _____ §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this _____ day of _____ 2022, did personally appear _____, the _____ of CIG Layton, LLC, a Utah limited liability company, who acknowledged this instrument and stated that he/she executed same on behalf of said limited liability company.

Notary Public, State of _____

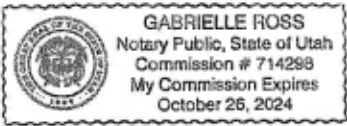
LAYTON ANTELOPE:

LAYTON ANTELOPE, LLC,
a Utah limited liability company

By: *KSB*
Name: *Kevin S Garm*
Title: *Manager*

STATE OF Utah §
COUNTY OF Davis §

BEFORE ME, the undersigned authority, on this 21 day of April 2022, did personally appear Kevin S. Garm, the Manager of Layton Antelope, LLC, a Utah limited liability company, who acknowledged this instrument and stated that he/she executed same on behalf of said limited liability company.



Gabrielle Ross
Notary Public, State of UT

EXHIBIT A

CIG Property

That certain property located in Davis County, State of Utah, more particularly described as follows:

Beginning at a point on the North line of S.R. 108 (Antelope Drive), said point being 46.67 feet North $0^{\circ}08'00''$ East from the South quarter corner of Section 8, Township 4 North, Range 1 West, Salt Lake Base and Meridian, the South quarter corner being located 173.95 feet South $59^{\circ}53'31''$ West from a witness corner. The basis of bearing being between said witness corner and the witness corner for the Southwest corner, said basis of bearing being South $88^{\circ}14'33''$ East; and running thence South $89^{\circ}55'10''$ West, a distance of 315.81 feet along said North line of S.R. 108; thence along the East line of 700 West Street the following two calls: (1) North, a distance of 130.62 feet to a point on a 400.00 feet radius curve to the left and a central angle of $03^{\circ}58'57''$; (2) Northerly along said curve a distance of 27.80 feet; thence East, a distance of 317.14 feet; thence South $00^{\circ}08'00''$ West, a distance of 157.96 feet to the point of beginning.

EXHIBIT B

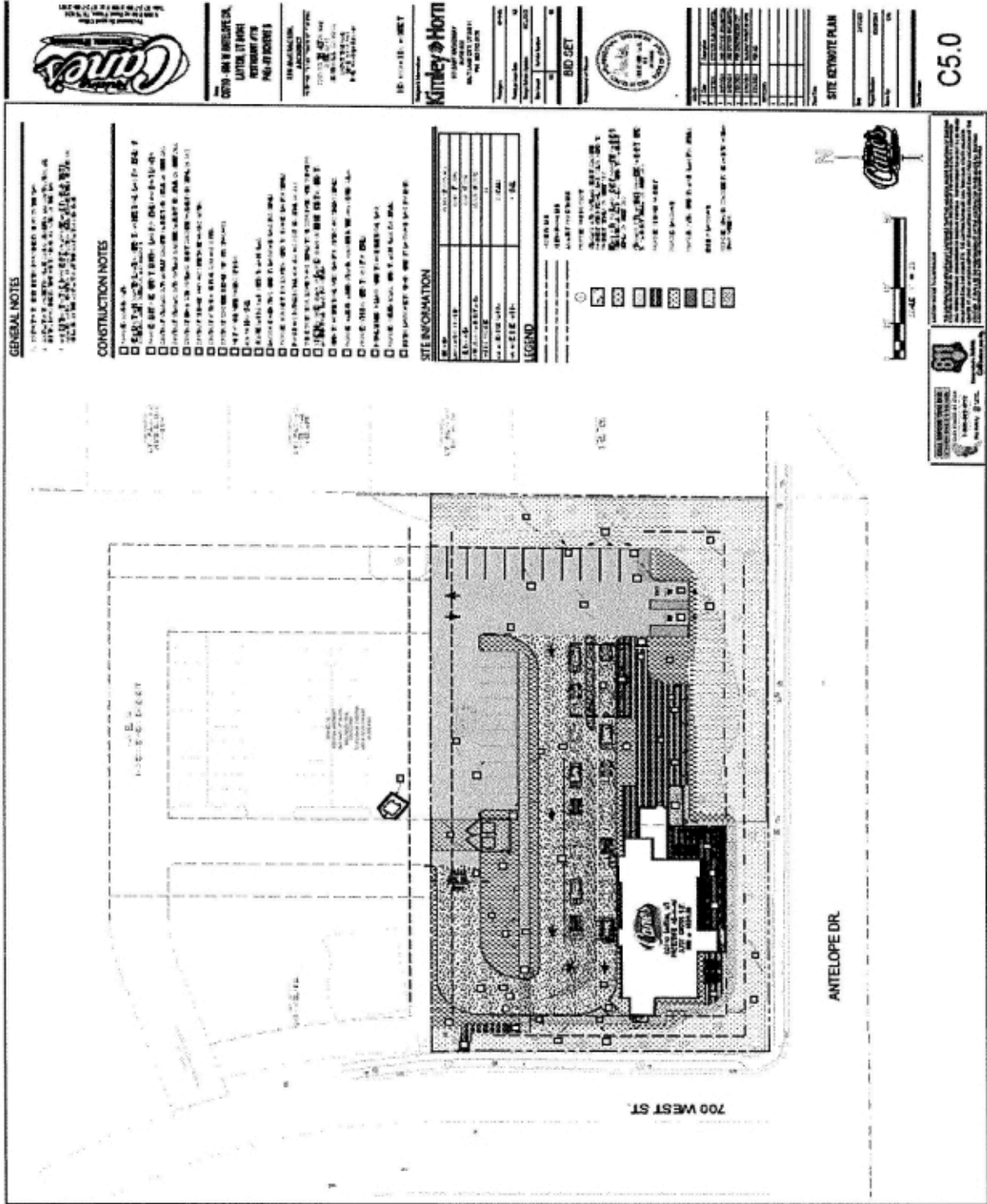
Layton Antelope Property

That certain property located in Davis County, State of Utah, more particularly described as follows:

All of Lot 101, Harris Pointe Subdivision – First Amended, according to the official plat thereof, recorded March 28, 2018 as Entry No. 3084208, in Book 6981, at Page 1060 in the office of the Davis County Recorder.

EXHIBIT C

Parking Alterations



C5.0

EXHIBIT D

Depiction of CIG Easement

