

AFTER RECORDING, PLEASE RETURN TO:

Sandy Tech Center One, LLC
9090 South Sandy Parkway
Sandy, Utah, 84070

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3/3/2016 1:55:00 PM \$30.00
Book - 10408 Pg - 1684-1693
Gary W. Ott
Recorder, Salt Lake County, UT
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BY: eCASH, DEPUTY - EF 10 P.

Space above for use by Recorder

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

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS AND GRANT OF EASEMENTS (this "**Amendment**") is executed this 29th day of February, 2016 between SANDY TECH CENTER ONE, LLC, a Utah limited liability company ("**Sandy Tech**"); and DOUGLAS M. HAAGA ("**Haaga**"). (Sandy Tech and Haaga are sometimes referred collectively as the "**Parties**" and individually as a "**Party**".)

RECITALS:

A. Sandy Tech is the fee title owner to that certain real property located in Salt Lake County, Utah and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference ("**Parcel A**").

B. Haaga is the fee title owner to that certain real property located in Salt Lake County, Utah and more particularly described on Exhibit B, attached hereto and incorporated herein by this reference ("**Parcel B**").

C. Parcel A and Parcel B constitute all of the real property encumbered by that certain Declaration of Covenants and Restrictions and Grant of Easements, dated November 9, 1975 and recorded with the Salt Lake County Recorder's Office on December 10, 1975 as Entry No. 2771030 in Book 4059 at Page 412 (as may have been amended, modified or supplemented, the "**Declaration**"). Capitalized terms which are used but not defined in this Amendment shall have the same meanings as set forth in the Declaration, as amended by this Amendment.

D. The site plan attached hereto as Exhibit C (the "**Site Plan**") depicts the current locations of the buildings located on Parcel A and Parcel B. The Site Plan further depicts the proposed location of a new pylon sign (the "**Pylon Sign**") to be constructed by or on behalf of the Owner of Parcel A.

E. The Parties desire to memorialize of record their mutual agreement that the current location of the buildings on Parcel A and Parcel B and the location of the new Pylon Sign have been and are approved by each of the Parties.

F. The Parties further desire to amend the Declaration to provide that Parcel A may be used

for any office use and that the number of parking spaces required to be maintained on Parcel A shall be at least 340.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties hereto agrees as follows:

1. Building Locations. Each of the Parties hereby agrees that the location of the buildings currently located on Parcel A and Parcel B as set forth on the Site Plan has been and is hereby approved by each of the Parties. To the extent the current location of any building set forth on the Site Plan extends beyond the "building area" as defined in the Declaration, the definition of "building area" in the Declaration is hereby amended to include the area set forth on the Site Plan on which the buildings on Parcel A and Parcel B are currently located.

2. Termination of Sewer Easement. Each of the Parties hereby agrees that to the extent the Declaration creates a sewer easement that is located over, in, upon and across the area on which a building on Parcel A is currently located, such easement is hereby terminated to the extent that such easement is located over, in, upon and across the area on which a building on Parcel A is currently located. For clarity, any portion of such sewer easement that is not located over, in, upon and across the area on which a building on Parcel A is currently located shall remain in full force and effect.

3. Parcel A Parking Stalls. The first sentence of Section 10(a) is hereby deleted in its entirety and the following is substituted in lieu thereof:

The owner of Parcel A shall provide for and maintain not fewer than three hundred forty (340) parking spaces with adequate driveways and aisles within the common area of Parcel A.

4. Parcel B Parking Stalls. Section 10(b) is hereby deleted in its entirety and the following is substituted in lieu thereof:

The owner of Parcel B shall provide for and maintain not fewer than ninety-three (93) parking spaces with adequate driveways and aisles within the common area of Parcel B.

5. Use of Parcel A. The Declaration is hereby amended such that Parcel A can be used for any office use.

6. Pylon Sign. The Parties confirm that the new Pylon Sign can be constructed, maintained, used, repaired and replaced by or on behalf of the Owner of Parcel A at the location set forth on the Site Plan.

7. Waiver. The Parties hereby waive all claims against each other, if any, related to the terms of the Declaration addressed in this Amendment to the extent the facts giving rise to such claims occurred or were known prior to the date of this Amendment

8. Effect of Amendment. In the event of any inconsistency between the terms of this Amendment and the terms of the Declaration, the terms of this Amendment shall control. Except as modified by this Amendment, the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective as of the date first above written.

SANDY TECH:

Sandy Tech Center One, LLC,
a Utah limited liability company

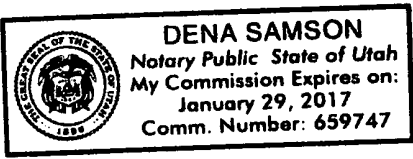
By: _____
David S. Layton, Manager

STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 29 day of February, 2016, by David S. Layton, the Manager of Sandy Tech Center One, LLC, a Utah limited liability company.

Dena Samson

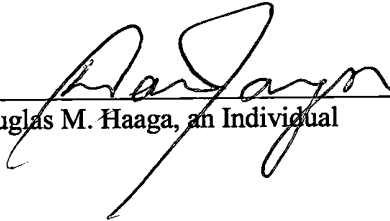
Notary Public
Residing at: Sandy, UT



9. General Provisions. This Amendment shall inure to the benefit of, and be binding on, the Parties and their respective successors and assigns. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. This Amendment may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document.

[Signatures on following pages]


HAAGA:



Douglas M. Haaga, an Individual

STATE OF UTAH)
) SS.
COUNTY OF Salt Lake)

The foregoing instrument was acknowledged before me this 29 day of February, 2016, by Douglas M. Haaga, an individual.



Notary Public
Residing at: Sandy, VT

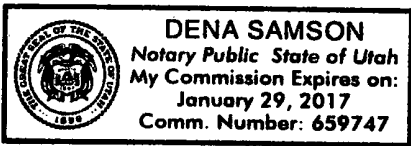


EXHIBIT A

TO

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

Legal Description of Parcel A

Real property in the City of Sandy, County of Salt Lake, State of Utah, described as follows:

PARCEL 1:

BEGINNING AT A POINT ON THE WEST LINE OF MONROE STREET (155 WEST) SAID POINT BEING NORTH 89°59'19" WEST 1371.33 FEET (1370.66 FEET, DEED) AND SOUTH 0°02'37" EAST 55.41 FEET (56.31 FEET, DEED) FROM THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 0°02'37" EAST 459.16 FEET ALONG THE WEST LINE OF SAID MONROE STREET; THENCE SOUTHWESTERLY 112.69 FEET ALONG THE ARC OF A 263.19 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 81°01'58" WEST AND THE LONG CHORD BEARS SOUTH 21°14'00" WEST 111.83 FEET WITH A CENTRAL ANGLE OF 24°31'56") ALONG THE WEST LINE OF SAID MONROE STREET; THENCE WEST 809.66 FEET TO THE EAST LINE OF 255 WEST STREET; THENCE NORTH 0°04'57" WEST 56.00 FEET; THENCE EAST 285.78 FEET; THENCE NORTH 0°00'51" WEST 6.80 FEET; THENCE WEST 0.60 FEET; THENCE NORTH 0°00'51" WEST 210.82 FEET; THENCE EAST 0.60 FEET; THENCE NORTH 0°00'51" WEST 326.20 FEET; THENCE SOUTH 89°59'19" EAST 39.49 FEET; THENCE NORTH 00°00'41" EAST 20.00 FEET; THENCE NORTH 60°45'46" EAST 74.11 FEET TO THE SOUTH LINE OF 9000 SOUTH STREET; THENCE NORTHEASTERLY 59.51 FEET ALONG THE ARC OF A 6622.21 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 2°20'59" WEST AND THE LONG CHORD BEARS NORTH 87°23'34" EAST 59.51 FEET WITH A CENTRAL ANGLE OF 0°30'54") WITH THE SOUTH LINE OF SAID 9000 SOUTH STREET; THENCE NORTH 85°42'08" EAST 90.88 FEET ALONG THE SOUTH LINE OF SAID 9000 SOUTH STREET; THENCE NORTHEASTERLY 182.95 FEET ALONG THE ARC OF A 6505.91 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 4°17'52" EAST AND THE LONG CHORD BEARS NORTH 86°30'28" EAST 182.94 FEET WITH A CENTRAL ANGLE OF 1°36'40") ALONG THE SOUTH LINE OF SAID 9000 SOUTH STREET; THENCE SOUTH 113.27 FEET; THENCE EAST 127.41 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY CONVEYED TO THE UTAH DEPARTMENT OF TRANSPORTATION BY WARRANTY DEED RECORDED JUNE 26, 2008 AS ENTRY NO. 10464969 IN BOOK 9621 AT PAGE 4020:

A PARCEL OF LAND IN FEE, BEING PART OF AN ENTIRE TRACT OF PROPERTY SITUATE IN THE SOUTHWEST QUARTER NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN. THE BOUNDARIES OF SAID PARCEL OF LAND ARE DESCRIBED AS FOLLOWS:

BEGINNING AT A NORTHEAST CORNER OF SAID ENTIRE TRACT IN THE SOUTHERLY RIGHT OF WAY LINE OF THE EXISTING HIGHWAY STATE ROUTE 209 WHICH CORNER IS 1,370.65 FEET (1371.33 FEET AND 1370.66 FEET BY RECORD) NORTH 89°59'19" WEST AND 56.56 FEET (55.41 FEET AND 56.31 FEET BY RECORD)

SOUTH 00°02'37" EAST AND 127.41 FEET NORTH 89°59'59" WEST, (WEST BY RECORD) AND 113.27 FEET NORTH 00°00'01" WEST (NORTH BY RECORD) FROM THE EAST QUARTER CORNER OF SAID SECTION 1 SAID CORNER IS ALSO APPROXIMATELY 58.78 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM THE CONTROL LINE OF SAID PROJECT OPPOSITE ENGINEER STATION -1+92.63; AND RUNNING THENCE SOUTH 00°00'01" EAST (SOUTH BY RECORD) 9.20 FEET ALONG AN EASTERLY BOUNDARY LINE OF SAID ENTIRE TRACT TO A POINT 67.94 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE; THENCE SOUTH 88°00'04" WEST 7.27 FEET TO A POINT 68.15 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION -1+99.95; THENCE SOUTH 86°45'38" WEST, 67.25 FEET TO A POINT 70.72 FEET PERPENDICULARLY DISTANT SOUTHERLY FROM SAID CONTROL LINE OPPOSITE ENGINEER STATION -2+68.02; THENCE NORTH 86°28'42" WEST 74.39 FEET TO THE BEGINNING OF A NON-TANGENT 6505.91 FEET RADIUS CURVE TO THE RIGHT (NOTE: RADIUS BEARS SOUTH 03°59'52" EAST); THENCE EASTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT OF WAY LINE 148.91 FEET THROUGH A DELTA OF 01°18'41" (NOTE: CHORD TO SAID CURVE BEARS NORTH 86°39'29" EAST FOR A DISTANCE OF 148.90 FEET) TO THE POINT OF BEGINNING AS SHOWN ON THE OFFICIAL MAP OF SAID PROJECT ON FILE IN THE OFFICE OF THE UTAH DEPARTMENT OF TRANSPORTATION.

[Tax Parcel No. 27-01-401-024-0000]

EXHIBIT B

TO

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

Legal Description of Parcel B

Real property in the City of Sandy, County of Salt Lake, State of Utah, described as follows:

Beginning at a point on the Southerly right-of-way line of 9000 South Street, said point of beginning being North 89°59'19" West along the ¼ section line 1895.36 feet from the East ¼ corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence along said section line and said right-of-way line North 89°59'19" West 69.810 feet; thence South 0°00'41" West 150.00 feet; thence North 89°59'19" West 239.377 feet to the Easterly right-of-way of 255 West Street; thence along said Easterly right-of-way line South 5°29'11" West 170.247 feet and South 0°04'57" East 244.400 feet; thence due East 285.782 feet to a point on the extension of the Westerly line of a brick building; thence along said extension and the building line extended, North 0°00'51" West 543.816 feet; thence South 89°59'19" East 39.49 feet; thence North 0°00'41" East 20.00 feet to the point of beginning.

[Tax Parcel No. 27-01-401-015-0000]

EXHIBIT C
TO
FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS AND
GRANT OF EASEMENTS

Site Plan

[See attached]

