

Return Recorded Document to:

TFC ANTELOPE AND MAIN, LLC  
6770 South 900 East, Suite 300  
Salt Lake City, Utah 84047

**Parcel IDs: 094630001; 094630002; 094630003; 094630004**

**FIRST AMENDMENT  
TO  
DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS  
FOR ANTELOPE AND MAIN COMMERCIAL SUBDIVISION**

THIS FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIVE COVENANTS FOR ANTELOPE AND MAIN COMMERCIAL SUBDIVISION (this "**First Amendment**") is executed this 29 day of March, 2022 (the "**Effective Date**"), by TFC ANTELOPE AND MAIN, LLC, a Utah limited liability company ("**Declarant**"), and by ANTELOPE LAYTON, LLC, a Utah limited liability company ("**AL**").

**RECITALS**

A. On or about November 15, 2021, Declarant and AL executed that certain Declaration of Easements and Restrictive Covenants for Antelope and Main Commercial Subdivision, which was recorded on December 21, 2021 as Entry No. 3444374, in Book 7910, at Page 516 in the Official Records of the Davis County, Utah Recorder (the "**Declaration**"), with respect to that certain real property in Layton City, Davis County, Utah, more particularly described on Exhibit A attached hereto and incorporated herein by this reference, and consisting of four (4) subdivided, commercial lots (the "**Property**").

B. As of the date of this First Amendment, Declarant and AL own all of the Lots. Specifically, AL owns Lot 1 and Declarant owns Lot 2, Lot 3, and Lot 4.

C. Declarant and AL desire to amend the Declaration to clarify the rights of AL with respect to signage.

**TERMS AND CONDITIONS**

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, together with other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Declarant and all current Owners hereby amend the Declaration as follows:

1. **Capitalized Terms**. Capitalized terms not otherwise defined herein shall have the same meanings as described in the Declaration.

2. **Amendment to Section 11**. The following language shall be added to the end of Section 11 of the Declaration:

Notwithstanding the foregoing, AL hereby consents to the relocation of the pylon sign, at Declarant's sole cost and expense, that is, as of the Effective Date, located as depicted on Exhibit

B attached hereto and incorporated herein by this reference (the "**Pylon Sign**"), to be relocated to the location depicted on Exhibit B. Subject to any necessary third-party consents, Declarant shall use commercially reasonable efforts to cause the Pylon Sign to be relocated to the location depicted on Exhibit B and once commenced shall proceed diligently to complete such relocation. Owner of Lot 1 shall have the right to maintain signage on the Pylon Sign for the facility operated on Lot 1 in the same size and configuration existing as of the Effective Date. In addition, the Owner of Lot 1 shall have the right to maintain signage on the Pylon Sign to the extent required pursuant to that certain Memorandum of Lease between Seritage KMT Finance LLC and Skyline Storage Layton, LLC, dated August 27, 2020, and recorded in the Official Records of Salt Lake County, Utah on August 28, 2020, as Entry Number 13337028 in Book 11008 at Page 4209. The Owner of Lot 1 is hereby granted a perpetual, non-exclusive easement over Lots 2, 3, and/or 4 for, without waiver of any of the Owner of Lot 1's other easements rights under the Declaration, the sole purpose of accessing the Pylon Sign for the purpose of maintaining, replacing and otherwise altering said signage. The Owner of Lot 1 shall restore any damage to Lots 2, 3, and/or 4 that is caused by the Owner of Lot 1 in exercising its rights under this Section 11.

3. **Amendment to Section 22.2.** Section 22.2 of the Declaration is hereby amended in its entirety as follows:

Except as otherwise provided in this Section, any provision contained in this Declaration may be amended by, but only by, an instrument filed for record with the County Recorder of Davis County, Utah which is executed by at least seventy five percent (75%) the Owners, so long as the Owner of Lot 1 executes such amendment. If an amendment to this Declaration (1) directly or materially affects the use of, access to, visibility of or parking on a Lot; or (2) would result in a material increase in financial or other obligations for an Owner or Major Tenant; or (3) modifies Section 2.23 (titled "**Prohibited Uses**") in a manner which would purport to materially alter an Owner or Major Tenant's ability to engage in activities upon its Lot which are consistent with such Owner or Major Tenant's then-existing business activities, and are not Prohibited Uses hereunder prior to such amendment (collectively, a "**Major Amendment to Declaration**"), then the Owner of any such affected Lot along with any Major Tenant leasing space within such affected Lot must also consent to such Major Amendment to Declaration.

Notwithstanding the foregoing, Declarant may amend this Declaration without the approval of any other Owners (except that AL's consent shall be required to consent to amendment) for so long as Declarant (or a Declarant Affiliate) owns one or more Lots; provided however, that in the case of a Major Amendment to Declaration, the Owner of any such affected Lot, along with any Major Tenant leasing space within such affected Lot, must also consent to such Major Amendment to Declaration by Declarant.

4. **Counterparts.** This First Amendment may be executed by .pdf or facsimile and in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

5. **No Other Changes.** Except as amended in this First Amendment, all of the terms, conditions, and provisions set forth in the Declaration remain unaffected, and they hereby are reaffirmed, ratified, confirmed and approved in their entirety and shall remain in full force and effect.

*[signatures and acknowledgments to follow]*

IN WITNESS WHEREOF, Declarant and AL executed this First Amendment as of the date first written above.

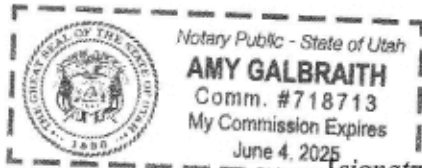
**DECLARANT:**

TFC ANTELOPE AND MAIN, LLC, a Utah  
limited liability company

By: EBS  
Name: Elliott B Smith  
Title: manager

STATE OF UTAH                    )  
  : ss.  
COUNTY OF SALT LAKE        )

On the 23<sup>rd</sup> day of March, 2022, personally appeared before me Elliott Smith  
the Manager of TFC Antelope and Main, LLC, a Utah limited liability company and the signer of the foregoing  
instrument, who duly acknowledged to me that he executed the same on behalf of said limited liability company  
for its stated purpose.

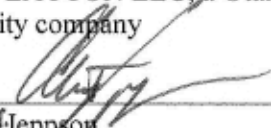


Amy Galbraith  
Notary Public

[signature and acknowledgment to follow]

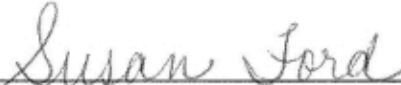
AL:

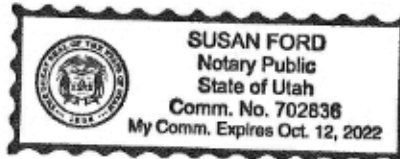
ANTELOPE LAYTON LLC, a Utah  
limited liability company

By:   
Name: Alma T. Jeppson  
Title: Manager

STATE OF UTAH                    )  
  : ss.  
COUNTY OF Salt Lake        )

On the 17<sup>th</sup> day of March, 2022, personally appeared before me Alma T. Jeppson, the Manager of Antelope Layton, LLC, and the signer of the foregoing instrument, who duly acknowledged to me that he executed the same on behalf of said limited liability company for its stated purpose.


  
Notary Public

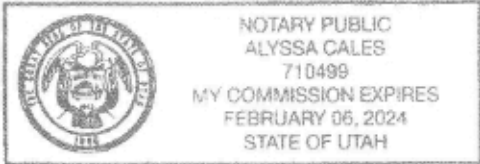


**LENDER CONSENT AND SUBORDINATION**

In accordance with the terms of that certain Construction Deed of Trust dated August 30, 2021, and recorded in the official records of the Davis County Recorder on September 1, 2021, as Instrument No. 3414580, in Book 7835 and commencing on Page 1767 (the "Deed of Trust"), the undersigned to this Lender Consent and Subordination (the "Undersigned") has an interest in one or more of the Lots (defined in the Declaration), as such real property is legally described in the Deed of Trust. The Undersigned hereby (i) consents, and subordinates the Deed of Trust, to the terms and conditions of this First Amendment, and (ii) acknowledges and agrees that any foreclosure of any portion of the Property (defined in the Declaration) encumbered by the Deed of Trust shall not extinguish this First Amendment or the rights and easements granted hereunder.

**BANK OF UTAH,**  
a Utah corporation

By:   
Name: Steve Diamond  
Its: SUP commercial loans



STATE OF UTAH                    )  
  : ss.  
COUNTY OF weber            )

On the 25 day of march, 2022, personally appeared before me Steve Diamond, the SUP commercial loans of Bank of Utah, a Utah corporation, and the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same on behalf of said corporation for its stated purpose.

  
Notary Public

**EXHIBIT A**

(Legal Description of the Property)

Lots 1, 2, 3, and 4, Antelope and Main Commercial Subdivision, according to the official plat thereof, recorded December 20, 2021, as Entry No. 3444186, in Book 7909, at Page 1541, Davis County, Utah.

Parcel IDs: 094630001; 094630002; 094630003; 094630004

**EXHIBIT B**

(Location of the Pylon Sign)

NOT FOR CONSTRUCTION

A1  
PRELIMINARY SITE PLAN  
DATE: 09-24-10

NO.	AREA	MARKING
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NOT FOR CONSTRUCTION

**LAYTON RETAIL CENTER**  
AT THE INTERSECTION OF AMESLOPE DRIVE AND MAIN STREET, LAYTON, UT  
TERRAFORM DEVELOPMENT

**design west architects**  
100 SOUTH 200 WEST, SUITE 200, LAYTON, UT 84040  
TEL: 801-466-1111 FAX: 801-466-1112

OVERALL SITE PLAN  
A-001