

**RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:**

**Vince Rampton
Jones Waldo Holbrook & McDonough PC
170 South Main Street, Suite 1500
Salt Lake City, UT 84101-1644**

ENT 130689:2009 PG 1 of 5
RODNEY D. CAMPBELL
UTAH COUNTY RECORDER
2009 Dec 22 12:16 pm FEE 0.00 BY SS
RECORDED FOR SARATOGA SPRINGS CITY

**FIRST AMENDMENT TO
AMENDED MASTER DEVELOPMENT PLAN AGREEMENT
FOR SARATOGA SPRINGS TOWNE CENTRE**

THIS FIRST AMENDMENT TO AMENDED MASTER DEVELOPMENT PLAN AGREEMENT FOR SARATOGA SPRINGS TOWNE CENTRE (this "First Amendment") is made and entered into as of the 18th day of December, 2009, by and between the CITY OF SARATOGA SPRINGS (the "City") and STATIONS WEST – SARATOGA, LLC, an Ohio limited liability company ("Developer") (the foregoing parties hereinafter collectively referred to as the "Parties").

RECITALS

WHEREAS, the City and Developer entered into that certain Amended Master Development Plan Agreement for Saratoga Springs Towne Centre dated August 29, 2006 ("Agreement") for property located in Utah County, Utah, as more particularly described in Exhibit A (the "Property").

WHEREAS, the Agreement identifies a certain portion of the Property as "Developer's Gateway Area".

WHEREAS, the City and the Developer have agreed to modify the Developer's Gateway Area as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which consideration is acknowledged by all Parties hereto, it is hereby agreed as follows:

1. Incorporation. The above recitals are incorporated herein. Unless otherwise provided herein, defined terms, words and phrases shall have the same meaning as provided for in the ECC&Rs.

2. Developer's Gateway Area. Section 3.2.5 is hereby amended to delete the requirement that the Developer (or any subsequent transferee, successor, or lessee of the

Developer) be required to preserve the "Developer's Gateway Area" extending thirty (30) feet from each right of way boundary and running six hundred eighty (680) feet east along State Road 73 from the intersection of the centerlines of State road 73 and Redwood Road and five hundred forty (540) feet north along Redwood Road from said intersection.

3. Exhibit E-4. Exhibit E-4 to the Agreement is hereby removed in its entirety.

4. Amendments Binding. This First Amendment shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, transferees, and assigns. Each party shall execute such further documents and instruments as may reasonably be requested by the other party to fully effectuate the intent of this First Amendment.

5. Counterparts. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

6. Miscellaneous. Except as expressly modified by the provisions of this First Amendment, the Agreement shall continue unchanged and in full force and effect. In the event any inconsistencies exist between the terms of this First Amendment and the Agreement, this First Amendment shall control. The individuals who execute this First Amendment represent and warrant that they are duly authorized to execute this First Amendment on behalf of Developer and Lowe's, as the case may be, and 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 First Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment to Amended Master Development Plan Agreement For Saratoga Springs Towne Centre.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

CITY OF SARATOGA SPRINGS

By: *T. Parker*
Mayor



Attest:

Lori Yates
City Recorder

STATE OF UTAH)
 :
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 22 day of December, 2009 by Timothy Parker as Mayor and Lori Yates as Recorder of the City of Saratoga Springs.

Kimberly A Wright
Notary Public

My Commission expires:

10/6/2012

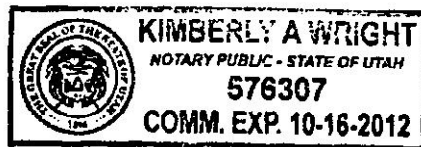


EXHIBIT A

Legal Description of Developer's Land

A part of the South Half of Section 11, and the North Half of Section 14, Township 5 South, Range 1 West, Salt Lake Base & Meridian, U.S. Survey in Utah County, Utah:

Beginning at a point on the Easterly Line of Redwood Road as it exists at 50.00 foot half width located 3.33 feet South $0^{\circ}36'41''$ West along the quarter Section Line and 98.97 feet North $89^{\circ}23'19''$ West from the North Quarter Corner of said Section 14; and running thence North $74^{\circ}40'00''$ East 1385.67 feet; thence North $75^{\circ}20'00''$ East 92.58 feet; thence South $0^{\circ}35'11''$ West 769.99 feet; thence South $0^{\circ}52'43''$ West 88.87 feet; thence North $87^{\circ}26'32''$ East 0.92 feet to the Northwesterly corner of an existing Boundary Line Agreement as recorded 13 February 2003 as Entry No. 22465:2003 in the Utah County Records; thence South $0^{\circ}57'23''$ West 855.18 feet along the Westerly Line of said Agreement and said Agreement Line extended to the Northerly Line of State Road 73 as it exists on the ground; thence along said Northerly Line the following two course: South $89^{\circ}43'19''$ West 314.52 feet and South $89^{\circ}59'06''$ West 893.85 feet; thence North $37^{\circ}01'33''$ West 92.65 feet to the Easterly Line of Redwood Road as it exists at 50.00 foot half-width; thence along said Easterly Line the following two courses: Northwesterly along the arc of a 5779.65 foot radius curve to the left a distance of 1198.31 feet (Central Angle equals $11^{\circ}52'45''$ and Long Chord bears North $6^{\circ}02'37''$ West 1196.17 feet) to a point of tangency; and North $11^{\circ}59'00''$ West 63.63 feet to the point of Beginning.