

NE 15 4N-2W
1.2 Colby Crossing

RETURN RECORDED DOCUMENT TO:

Hawkins Companies LLC
8645 W. Franklin Rd.
Boise, ID 83709
Attn: Legal Department

E 2013946 B 3613 P 1416
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2004 AUG 30 4:05 PM FEE 25.00 DEP MT
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

0061
~~12-086-0009, 0011, 0044, 0045~~
12-542-0001, 0002

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

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND GRANT OF EASEMENTS (the "Amendment") is made and entered into this 30th day of July, 2004, by and between L.E. Briggs & Sons, a Utah limited partnership (the "Parcel A Owner"), and Hawkins Companies LLC, an Idaho limited liability company (the "Parcel B Owner" and the "Parcel C Owner").

RECITALS

A. The Owner's entered into that certain Declaration of Covenants, Conditions and Restrictions and Grant of Easements dated February 24, 2004, and recorded on March 2, 2004, as Instrument No. 1967023, in Book 3487, at Page 945, in the Davis County Recorder's Office ("REA") with respect to said Parcels legally described on Exhibit A attached hereto, for the mutual and reciprocal benefit and complement of Parcel A, Parcel B and Parcel C and the present and future owners and occupants thereof

B. The Owners desire to amend the REA as further set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Owners hereby covenant and agree to amend the REA as follows:

1. Section 1(i) of the REA is deleted in its entirety and replaced with the following:
 - (i) The term "Access Opening" shall mean that opening and access point, comprised of paving and curbing, to and from the abutting public street, roadway and/or right-of-way, upon, over and across a Parcel, for use of the Driveway as contemplated pursuant to paragraph 2.1(a) below and as shown on the Site Plan.
2. The Site Plan attached to the REA as Exhibit B is deleted in its entirety and replaced with the Site Plan attached hereto as Exhibit B.

ACCOMMODATION RECORDING ONLY.
FIRST AMERICAN TITLE MAKES NO
REPRESENTATION AS TO CONDITION OF
TITLE, NOR DOES IT ASSUME
ANY RESPONSIBILITY FOR VALIDITY,
SUFFICIENCY OR AFFECT OF DOCUMENT.

3. Except as modified by the above provisions, all of the terms and conditions of the REA shall remain in full force and effect and are hereby ratified and confirmed. Any terms not specifically defined herein shall have the same meaning given in the REA.


4. This Amendment shall also bind and benefit as the case may require, the heirs, legal representatives, assigns and successors of the respective parties and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first written above.

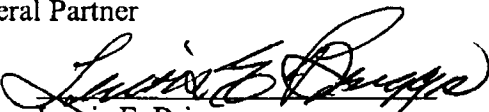
PARCEL A OWNER:


L.E. BRIGGS & SONS,
a Utah limited partnership

By: Meridian Enterprises, Inc.,
an Arizona corporation
Its: General Partner

By: 
Name: Lewis E. Briggs, President

By: LLB Trust, dated August 11, 1989 as Amended
Its: General Partner

By: 
Name: Lewis E. Briggs
Its: Co-Trustee

By: 
Name: Leah M. Briggs
Its: Co-Trustee

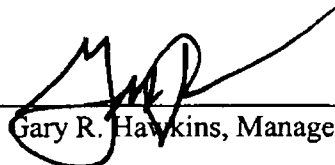
PARCEL B OWNER:

HAWKINS COMPANIES LLC,
an Idaho limited liability company

By: 
Gary R. Hawkins, Manager

PARCEL C OWNER:

HAWKINS COMPANIES LLC,
an Idaho limited liability company

By: 
Gary R. Hawkins, Manager

STATE OF IDAHO)
) ss.
County of Ada)

On this 9th day of July, in the year 2004, before me, a Notary Public in and for the State of Idaho, personally appeared Gary R. Hawkins known or identified to me to be the Manager of Hawkins Companies LLC, an Idaho limited liability company, who subscribed said company's name to the foregoing instrument, and acknowledged to me that he executed the same in said company's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

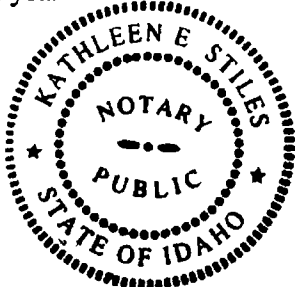


Kathleen E. Stiles
Notary Public for: Idaho
Residing at: Boise
My commission expires: 11/5/08

STATE OF IDAHO)
) ss.
County of Ada)

On this 9th day of July, in the year 2004, before me, a Notary Public in and for the State of Idaho, personally appeared Gary R. Hawkins known or identified to me to be the Manager of Hawkins Companies LLC, an Idaho limited liability company, who subscribed said company's name to the foregoing instrument, and acknowledged to me that he executed the same in said company's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

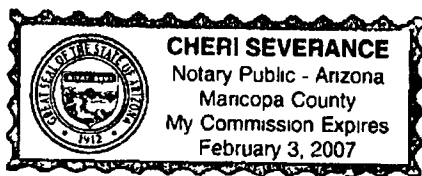


Kathleen E. Stiles
Notary Public for: _____
Residing at: _____
My commission expires: _____

STATE OF ARIZONA)
) ss.
County of MARICOPA)

On this 21st day of July, in the year 2004, before me, a Notary Public in and for said State, personally appeared Lewis E. Briggs, known or identified to me to be the President of Meridian Enterprises, Inc., an Arizona corporation, the said corporation that executed the within and foregoing instrument by authority of its Bylaws and Resolution of its Board of Directors and the said Lewis E. Briggs, duly acknowledged to me that corporation executed the same and in its capacity as General Partner of L.E. Briggs & Sons, a Utah limited partnership,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

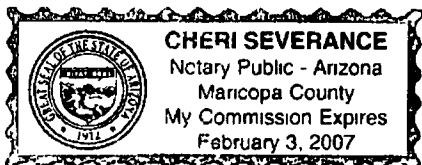


Cheri Severance
Notary Public for: ARIZONA
Residing at: Mesa
My commission expires: 2/3/07

STATE OF ARIZONA)
) ss.
County of MARICOPA)

On this 21st day of July, in the year 2004, before me, a Notary Public in and for said State, personally appeared Lewis E. Briggs and Leah M. Briggs known or identified to me to be the signers of the within and foregoing instrument who duly acknowledged to me that they executed the same and in their capacity as Co-Trustee of the LLB Trust, dated August 11, 1989, as Amended and in its capacity as General Partner of L.E. Briggs & Sons, a Utah limited partnership,

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.



Cheri Severance
Notary Public for: AZ
Residing at: Mesa
My commission expires: 2/3/07

**CONSENT TO FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND GRANT OF EASEMENTS**

The undersigned, WALGREEN CO., hereby acknowledges, approves, consents to and agrees to be subject to the foregoing First Amendment to Declaration of Covenants, Conditions and Restrictions and Grant of Easements (the "Agreement"). The undersigns leasehold interest in and to the real property shall be subject to the foregoing Agreement the same as if such Agreement had been recorded prior to the time the undersigned obtained any and all interest in such property, if any.

In Witness whereof, WALGREEN CO. has caused this instrument to be executed this 4th day of ~~July~~, 2004.
August

WJ WALGREEN CO.,
an Illinois corporation

By: 

Its: Divisional Vice President

Exhibit "A"

Parcel A Legal Description

Beginning at a point 188 feet South from the Northeast Corner of Section 15, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running thence 150 feet West; thence North 50 feet; thence West 310 feet; thence North 138 feet; thence West 860 feet; thence South 660 feet; thence East 1320 feet; thence North 472 feet to the point of beginning.

Less and Excepting therefrom the following:

Beginning at a point along the West line of a street 288.0 feet South, 33.0 feet West from the Northeast Corner of Section 15, Township 4 North, Range 2 West, Salt Lake Meridian, in the City of Syracuse, and running thence West 117.0 feet; thence South 100.0 feet to a point 150.0 feet West of the East line of said Section; thence East 117.00 feet to the West line of a street; thence North 100.0 feet along the West line of a street to the point of beginning.

Parcel B Legal Description

A part of the Northeast Quarter of Section 15, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Davis County, Utah:

Beginning at a point 188.00 feet South 0°09'08" West along the Section Line from the Northeast Corner of said Section 15; and running thence South 0°09'08" West 100.00 feet along said Section Line; thence South 89°58'46" West 495.00 feet; thence North 0°09'08" East 255.00 feet to the South Line of Antelope Drive (1700 South Street) as it exists at 33.00 foot half-width; thence North 89°58'46" East 35.00 feet along said South Line; thence South 0°09'08" West 105.00 feet; thence North 89°58'46" East 310.00 feet; thence South 0°09'08" West 50.00 feet; thence North 89°58'46" East 150.00 feet to the point of beginning.

Parcel C Legal Description

A part of the Northeast Quarter of Section 15, Township 4 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Davis County, Utah:

Beginning at a point on the South Line of Antelope Drive (1700 South Street) as it is proposed to be widened to 60.00 foot half-width being 363.00 feet South 89°58'46" West along the Section Line and 60.00 feet South 0°09'08" West from the Northeast Corner of said Section 15; and running thence South 0°09'08" West 228.00 feet; thence South 89°58'46" West 132.00 feet; thence North 0°09'08" East 228.00 feet to the South Line of said Antelope Drive (1700 South Street) as it is proposed to be widened; thence North 89°58'46" East 132.00 feet along said South Line of Street to the point of beginning.

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1/2 Colby Crossing

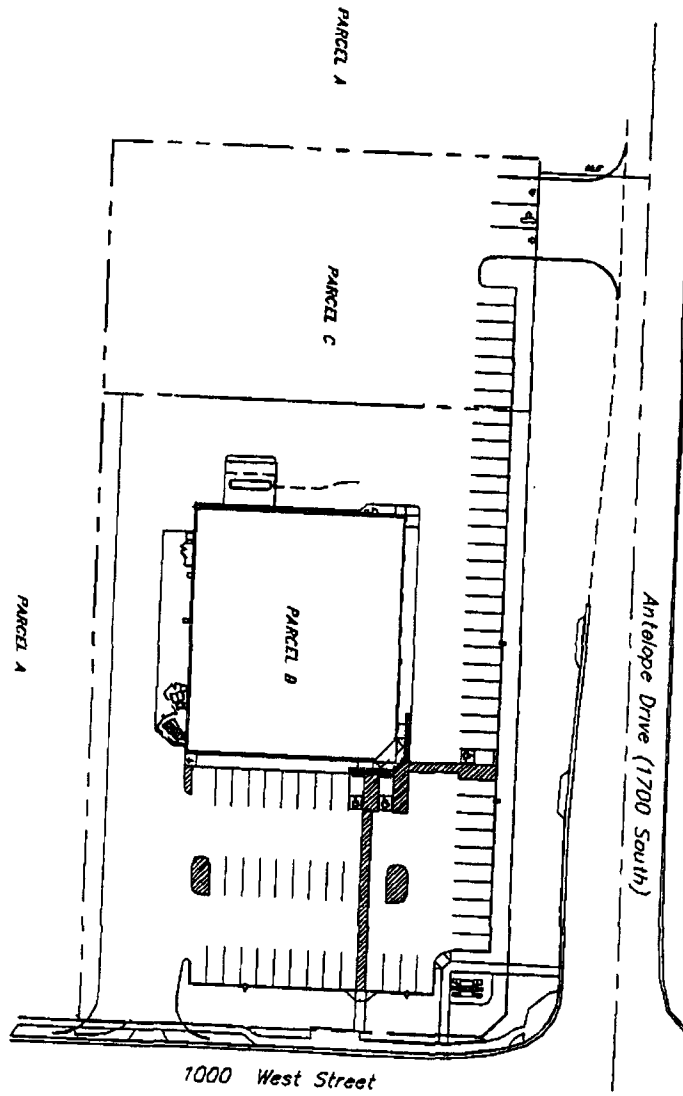
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1/2 Colby Crossing

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Exhibit "B"
Site Plan

Exhibit B



Site Plan