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Book - 10739 Pg - 4893-4897
ADAM GARDINER
Recorder, Salt Lake County, UT
MERIDIAN TITLE
BY: eCASH, DEPUTY - EF 5 P.

When recorded, please return to:
Herriman Crossroads, L.L.C.
c/o Ensign Properties
716 East 4500 South, Suite N260
Murray, UT 84107

Tax Parcel Numbers: 26-36-351-003-0000 (Formerly Developer Parcel)
26-36-351-004-0000 (Smith's Parcel)
26-36-351-005-0000 (Developer Parcel)
26-36-351-007-0000 (Smith's Parcel)
26-36-351-008-0000 (Developer Parcel)
26-36-351-009-0000 (Developer Parcel)

**ADDENDUM No. 3
TO
RESTRICTIONS AND EASEMENTS AGREEMENT**

THIS ADDENDUM No. 3 TO RESTRICTIONS AND EASEMENTS AGREEMENT (this "**Addendum**") is made as of the 6th day of September, 2012, (the "**Effective Date**"), by and between **Smith's Food & Drug Centers, Inc.**, a Delaware corporation ("**Smith's**"), and **Herriman Crossroads, L.L.C.**, a Delaware limited liability company ("**Developer**").

Recitals:

A. Smith's and H.V. Commercial, L.L.C., a Utah limited liability company, as developer entered into that certain Restrictions and Easements Agreement, dated February 13, 2003, and recorded in the records of the Salt Lake County Recorder on February 26, 2003, as entry number 8544976, in book 8745, at page 1714 (the "**Original REA**"), as amended by that certain Addendum No. 1 to Restrictions and Easements Agreement, dated August 20, 2003, and recorded in the records of the Salt Lake County Recorder on August 21, 2003, as entry number 8783476, in book 8867, at page 1674 (the "**First Addendum**"), and as further amended by that certain Addendum No. 2 to Restrictions and Easements Agreement, dated August 20, 2003, and recorded in the records of the Salt Lake County Recorder on August 21, 2003, as entry number 8783477, in book 8867, at page 1679 (the "**Second Addendum**", and the Original REA, First Addendum, and Second Addendum collectively comprising the "**REA**").

B. Developer has acquired the Developer Parcels, exclusive of the parcel now owned by Herriman Holdings LLC (being parcel number 26-36-351-003-0000).

C. Pursuant to Section 8(a) of the Original REA, Smith's and Developer desire to amend the REA upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. **Signage.** Section 5 of the Original REA is hereby deleted in its entirety and replaced with the following:

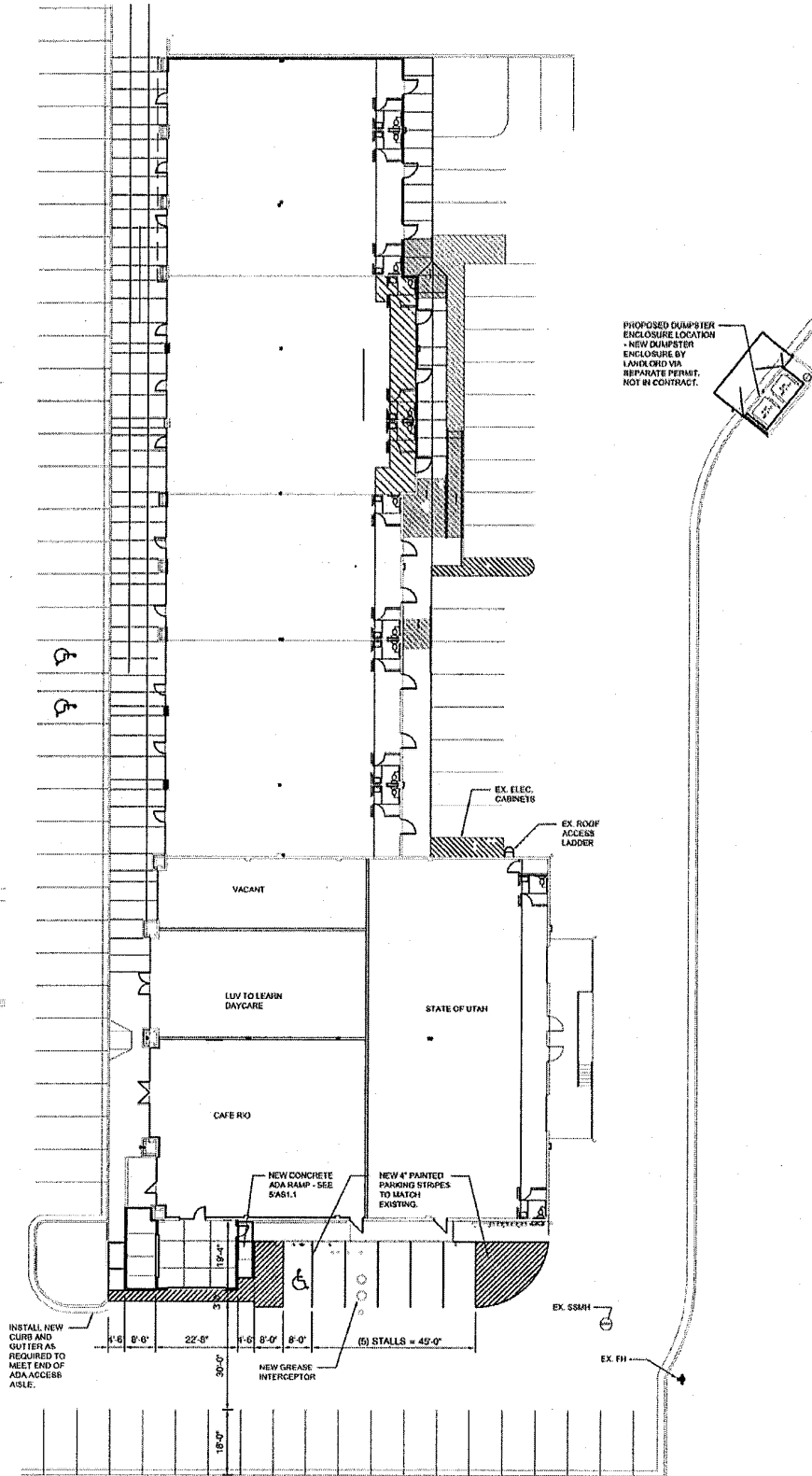
"5. Signs

Except for directional signs for guidance upon the Common Areas, no pylon or pole signs shall be located on the Common Areas on the Smith's Parcel or the Developer Parcels except in accordance with the terms and conditions of this REA and all applicable governmental requirements. Smith's and Developer will jointly design and construct mutually acceptable common pylon/monument signs with marquees in the places mutually agreed by Smith's and Developer in writing. The cost of the common pylon/monument signs shall be shared in accordance with the ratio that the surface area of the fascia of each party's designation bears to the total surface area of the fascia of the common signs. The common pylon/monument signs shall bear only the designation of the Shopping Center name, the designation of the trade name of the operator of the Smith's Building, and the designation of the trade name of no more than four (4) tenants of the Developer Parcels, as selected by Landlord. Smith's or its successor shall have the first priority position on any common pylon/monument sign(s) in the Shopping Center."

2. **Site Plan.** Smith's hereby approves the site plan attached hereto as **Exhibit A**, in so far as it pertains to the expansion of the Building Area on the Developer's Parcel to include: (a) the area immediately to the west of the space labeled as "Cafe Rio"; and (b) the area proposed to be used as a new dumpster enclosure for Developer's tenants, which Smith's acknowledges and agrees may be moved to another area approved by Smith's.

3. **Modification.** To the extent that the terms of this Addendum modify or conflict with any provisions of the REA, then the terms of this Addendum control. All other terms of the REA not modified by this Addendum shall remain unchanged in full force and effect.

Exhibit A



Legal Description

Lots 1, 2, 3, 4 and 5, Herriman Town Center, a Commercial Subdivision, according to the official plat thereof, as recorded in the office of the Salt Lake County Recorder.

Tax ID Nos: 26-36-351-003
26-36-351-004
26-36-351-005
26-36-351-007
26-36-351-008
26-36-351-009