

CLINTON, UTAH  
2000 West Street  
L/C: 043-0278

E 2378855 B 4571 P 646-660  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
7/10/2008 3:11:00 PM  
FEE \$40.00 Pgs: 15  
DEP eCASH REC'D FOR FOUNDERS TITLE CO - SLC

Trac id: 14-381-0002

**SECOND AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT**

THIS SECOND AMENDEMENT TO RECIPROCAL EASEMENT AGREEMENT (the "Second Amendment") is made as of the 20th day of June, 2008, by **GRH CLINTON LLC**, an Idaho limited liability company and **HALKER PROPERTIES LLC**, an Idaho limited liability company (jointly referred to as "Parcel A Owner"), and **PAY INVESTMENTS, LLC**, a Delaware limited liability company (referred to as "Parcel B Owner") (Parcel A Owner and Parcel B Owner jointly referred to as "Declarant").

**WITNESSETH:**

F-71823-D

WHEREAS on February 5, 2004, Boise Spectrum LLC, an Idaho limited liability company, the predecessor of Declarant, recorded a Reciprocal Easement Agreement, as Entry No. 1960275 in Book 3470 at Page 1005 of Official Records of Davis County, Utah, which was subsequently amended by First Amendment to Reciprocal Easement Agreement, recorded August 30, 2004 as Entry No. 2013948 in Book 3613 at Page 1428 in such Official Records (collectively, the "Easement Agreement"), establishing certain easements, covenants and conditions affecting the properties legally described on Exhibit "A" hereto.

WHEREAS, McDonald's USA, LLC, a Delaware limited liability company ("McDonald's") entered into a Ground Lease dated October 19, 2007 for Parcel A, as defined in the Easement Agreement (the "McDonald's Parcel"), and requires certain amendments to such Easement Agreement. Such lease to McDonald's and any extension thereof or replacement thereto, is herein referred to as the "McDonald's Lease".

WHEREAS, WALGREEN CO, an Illinois corporation ("Walgreen's") entered into a Lease dated February 2, 2004 for Parcel B, as defined in the Easement Agreement (the "Walgreen's Parcel"). Such lease to Walgreen's is herein referred to as the "Walgreen's Lease".

WHEREAS Declarant now desires to amend the Easement Agreement in certain respects in order to facilitate the lease of Parcel A to McDonald's.

WHEREAS Pursuant to Section 11.2 of the Easement Agreement, no modification or amendment of the Easement Agreement shall be made or be effective unless the same has been expressly consented to in writing by Walgreen's (during the continuance of the Walgreen's Lease). Walgreen's hereby consents to the recordation of this Second Amendment, as evidenced by Walgreen's execution and the Consent to Recordation attached hereto and incorporated herein by reference.

NOW, THEREFORE, the Declarant hereby declares as follows:

1. Section 1(d) Definitions. The following sentence shall be added to the end of Section 1(d): "Notwithstanding anything contained herein to the contrary, during the term of the McDonald's Lease, the drive-thru and trash corral located on McDonald's Parcel is excluded

from the term "Common Area".

2. Section 2.1(c) Sign Easement. A new Section 2.1(c) is hereby inserted as follows:

"An easement upon the Walgreens Parcel in the area shown on the attached Exhibit "C", legally described on the attached Exhibit "A-1," for the construction, reconstruction, replacement, operation, maintenance and repair of a monument sign structure of the size and shape depicted on the attached Exhibit "D" (the "McDonald's Sign"). The easement granted herein shall be over, under, upon and across that portion of the Walgreens Parcel identified on the attached Exhibit "C" and the area legally described on the attached Exhibit "A-1," and shall further include the right of reasonable access over, under, upon and across the Walgreens Parcel to install, replace, maintain, repair and operate the McDonald's Sign and a utility line, pursuant to the terms and conditions set forth in paragraph 2.1(b) above, in order to provide such McDonald's Sign and all panels thereon with power to illuminate the same. Once constructed, the Parcel A Owner shall thereafter maintain, operate, illuminate and repair such McDonald's Sign and utility line. No signs, structures, landscaping or improvements shall be placed or maintained on the Walgreen's Parcel that shall obstruct or impair the visibility of the McDonald's Sign from adjacent streets and roads. The Parcel A Owner's obligations with the regard to the construction and maintenance of the McDonald's Sign shall be in accordance with the standards for the construction and maintenance of buildings and other improvements set forth in this Agreement."

3. Section 5.1 Restrictions. Section 5.1 of the Easement Agreement is hereby amended by inserting the underlined language and deleting the stricken-through language as follows:

5.1 General. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel, which is illegal. In addition to the foregoing, throughout the term of this REA, it is expressly agreed that neither all nor any portion of Parcel A shall be used, directly or indirectly, for purposes of a cocktail lounge, bar, any other establishment that sells alcoholic beverages for on-premises consumption (except if incidental to another use permitted herein), disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, amusement arcade, a theater of any kind, children's play or party facility (provided however, a McDonald's playplace shall not be prohibited), adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store, odd lot, closeout or liquidation store, auction house, flea market, educational or training facility (including, without limitation, a beauty school, barber college, school or other facility catering primarily to students or trainees rather than customers), gymnasium, sport or health club or spa, blood bank, ~~message~~ massage parlor, funeral home, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or storage of automobiles,

boats or other vehicles, any industrial use (including, without limitation, any manufacturing, smelting, rendering, brewing, refining, chemical manufacturing or processing, or other manufacturing uses), any mining or mineral exploration or development except by non-surface means, a car wash, carnival, amusement park or circus, an assembly hall, off track betting establishment, bingo parlor, any use involving the use, storage, disposal or handling of hazardous materials or underground storage tanks, any use which may require water and sewer services in excess of the capacities allocated to Parcel B by any governmental authority, a church, temple, synagogue, mosque, or the like, any facility for the sale of paraphernalia for use with illicit drugs, office use (except incidental to a retail use), a restaurant primarily operated as a sit-down restaurant, or any use which creates a nuisance. Notwithstanding anything herein to the contrary, a McDonald's restaurant, operating in any manner or serving any type of food or drink, or the operation of a fast-food restaurant shall not be prohibited.

4. Approval of McDonald's. Notwithstanding anything to the contrary in the Easement Agreement, the Easement Agreement shall not be terminated, or amended in any manner, without the prior written consent of McDonald's while the McDonald's Lease is in effect.

5. McDonald's Notice Address: Subject to further notice from McDonald's, McDonald's notice address is McDonald's Corporation, One McDonald's Plaza, Oak Brook, IL 60523, Attn: Director, U.S. Legal Dept. #091, L/C; 043-0278. While the McDonald's Lease is in effect, all notices required to be provided to the Owner of Parcel A shall also be provided concurrently to McDonald's. Notice to McDonald's shall only be delivered by United States registered or certified mail, return receipt requested or by commercially recognized next business day delivery service.

Except as expressly set forth in this Second Amendment, the Declaration is hereby ratified and confirmed by Declarant. In the event of any conflict between the provisions of this Second Amendment and the provisions of the Declaration, this Second Amendment shall be controlling.

**DECLARANT:**

**PARCEL A OWNER:**

**GRH CLINTON LLC**  
an Idaho limited liability company

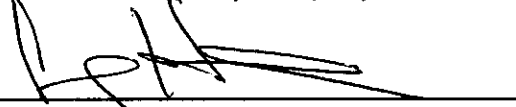
By:   
Gary R. Hawkins, Manager

**PARCEL B OWNER:**

**PAY INVESTMENTS, LLC**  
a Delaware limited liability company

By:   
Tony V. Pay, Manager

**HALKER PROPERTIES LLC**  
an Idaho limited liability company

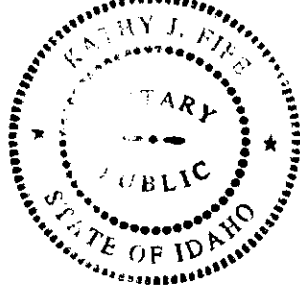
By:   
Colby Halker, Manager

**ACKNOWLEDGMENT OF PARCEL A OWNER**

STATE OF IDAHO )  
 )ss.  
County of ADA )

On April 17, 2008, before me, the undersigned Notary Public, personally appeared **Gary R. Hawkins** as Manager of **GRH Clinton LLC** and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Kathy J. Fire  
Notary Public, State of Idaho  
Residing at: Boise ID  
My Commission Expires: 6-1-2010

STATE OF IDAHO )  
 )ss.  
County of ADA )

On April 17, 2008, before me, the undersigned Notary Public, personally appeared **Colby Halker** as Manager of **Halker Properties LLC** and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



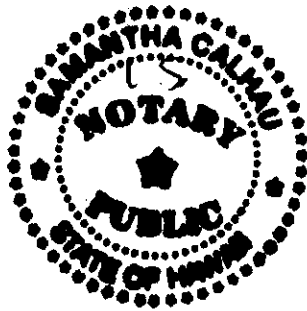
Kathy J. Fire  
Notary Public, State of Idaho  
Residing at: Boise ID  
My Commission Expires: 6-1-2010

**ACKNOWLEDGMENT OF PARCEL B OWNER**

STATE OF HAWAII            )  
  )ss  
COUNTY OF MAUI         )

On this 21 day of April, 2008, the undersigned Notary Public hereby certifies that before me personally appeared **Tony V. Pay**, known to me or proved to me on the basis of satisfactory evidence, to be the Manager of **Pay Investments, LLC**, who, having been duly authorized, executed the foregoing instrument as Manager on behalf of said company and acknowledged due execution of the said instrument to be the free and voluntary act and deed of said company.

WITNESS my hand and seal.



Samantha Galina  
Notary Public, State of Hawaii  
Print Name: Samantha Galina  
My Commission Expires: 07/29/2011

**CONSENT OF MCDONALD'S TO RECORDATION OF THE SECOND AMENDMENT**

The undersigned being the Lessee of Parcel A, does hereby consent to the recordation of the foregoing Second Amendment, and agrees to be bound by all of the terms and provisions therein.

**McDONALD'S USA, LLC,**  
a Delaware limited liability company

By: Constance Boyd *g*  
Its: Senior Counsel

ACKNOWLEDGMENT - McDONALD'S

STATE OF ILLINOIS )
) SS:
COUNTY OF DU PAGE )

I, Janeth Rubi, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Consuelo Boyd, Senior Counsel of McDonald's USA, LLC, a Delaware limited liability company, whose place of business is at One McDonald's Plaza, Oak Brook, Illinois 60523, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Counsel appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act as such Senior Counsel and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 15th day of April, 2008.

[Handwritten signature of Janeth Rubi]
\_\_\_\_\_
Janeth Rubi, Notary Public

My commission expires: 10/22/2009



**CONSENT OF WALGREEN TO RECORDATION OF THE SECOND AMENDMENT**

*Handwritten initials*

The undersigned being the Lessee of Parcel B, does hereby consent to the recordation of the foregoing Second Amendment, and agrees to be bound by all of the terms and provisions therein.

**WALGREEN CO.**  
(an Illinois corporation)

By: *[Signature]*  
Its: DIVISIONAL VICE PRESIDENT

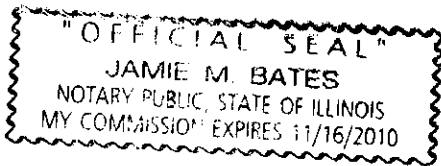
STATE OF ILLINOIS )

COUNTY OF LAKE )ss  
)

On this 20<sup>TH</sup> day of JUNE, 200  , before me, a Notary Public, personally appeared ROBERT M. SILVERMAN, who acknowledged himself to be the DIVISIONAL VICE PRESIDENT of WALGREEN CO., and that he as such DIVISIONAL VICE PRESIDENT, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as DIVISIONAL VICE PRESIDENT.

In witness whereof I hereunto set my hand and official seal.

(Seal)



*Jamie M. Bates*  
(Signature)  
Notary Public - State of Illinois  
(Title)

*Handwritten initials*



CONSENT AND JOINDER

The undersigned, Wells Fargo Bank, N.A., as Trustee for the Registered Holders of Merrill Lynch Mortgage Investors, Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-LC1 by and through Capmark Finance Inc., a California corporation, its master servicer, hereby consents to and joins in the execution of the foregoing grant of that certain Second Amendment to Reciprocal Easement Agreement between Pay Investments, LLC, a Delaware limited liability company, and GRH Clinton LLC, an Idaho limited liability company, and Halker Properties, LLC, an Idaho limited liability company ("Amendment"), by virtue of its rights and interests set forth in that certain Amended and Restated Deed of Trust, Security Agreement and Fixture Filing, dated as of October 7, 2005 ("Security Instrument"), and agrees to the granting of the aforesaid Amendment and agrees that any sale under foreclosure of such Security Instrument shall be subject to such Amendment.

This 11<sup>th</sup> day of June, 2008

Signed, sealed and delivered in the presence of:

Wells Fargo Bank, N.A., as Trustee for the Registered Holders of Merrill Lynch Mortgage Investors, Inc., Commercial Mortgage Pass-Through Certificates, Series 2005-LC1

By: Capmark Finance Inc., a California corporation, its master servicer

Witness:

[Signature]

By: [Signature]  
Name: John M. Webster  
Title: Vice President

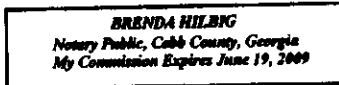
ACKNOWLEDGEMENT:

STATE OF GEORGIA )  
 )ss  
COUNTY OF DEKALB )

On the 11<sup>th</sup> day of June 2008, before me, a Notary Public in and for the said State, personally appeared John M. Webster personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Vice President, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

In Witness Whereof, I have hereunto set my hand and official seal.

[Signature]  
Notary Public



**Exhibit "A"****Legal Description****McDonald's Parcel:**

A part of the Northwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Clinton, Davis County, Utah:

Beginning at a point on the East Line of State Road 108 (2000 West Street) as it is proposed to be widened to 55.00 foot half-width being 422.50 feet North  $0^{\circ}07'29''$  East along the Section Line and 55.00 feet North  $89^{\circ}59'17''$  East from the West Quarter Corner of said Section 27; and running thence North  $89^{\circ}59'17''$  East 275.00 feet; thence South  $0^{\circ}07'29''$  West 10.00 feet; thence North  $89^{\circ}59'17''$  East 33.00 feet; thence South  $0^{\circ}07'29''$  West 130.00 feet; thence South  $89^{\circ}59'17''$  West 251.00 feet; thence North  $0^{\circ}07'29''$  East 8.52 feet; thence South  $89^{\circ}59'17''$  West 57.00 feet to the East Line of said State Road 108 (2000 West Street) as widened to 55.00 foot half-width; thence North  $0^{\circ}07'29''$  East 131.48 feet along said East Line to the point of beginning.

**Walgreen's Parcel:**

A part of the Northwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Clinton, Davis County, Utah:

Beginning at a point on the North Line of State Road 37 (1800 North Street) being 212.00 feet North  $89^{\circ}59'17''$  East along the Quarter Section Line and 42.02 feet North  $0^{\circ}07'29''$  East from the West Quarter Corner of said Section 27; and running thence South  $89^{\circ}59'17''$  West 142.00 feet along said North Line; thence North  $44^{\circ}56'37''$  West 21.19 feet to a point on the East Line of State Road 108 (2000 West Street) as widened to 55.00 foot half-width; thence North  $0^{\circ}07'29''$  East 234.00 feet along said East Line; thence North  $89^{\circ}59'17''$  East 57.00 feet; thence South  $0^{\circ}07'29''$  West 8.52 feet; thence North  $89^{\circ}59'17''$  East 251.00 feet; thence South  $0^{\circ}07'29''$  West 240.48 feet to the North Line of State Road 37 (1800 North Street) as widened to 42.02 foot half-width; thence South  $89^{\circ}59'17''$  West 151.00 feet along said North Line to the point of beginning.

**Exhibit "A-1"**

**Legal Description of Sign Area**

A permanent, non-exclusive easement located in the Northwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah, described as follows:

BEGINNING at a point South 89°59'17" West 27.48 feet and North 00°00'43" West 10.00 feet from the Southeast Corner of Pioneer Square Subdivision, recorded in Book 3554 at Page 508 of the Davis County records, said point also being North 89°59'17" East 335.63 feet along the south line of the Northwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian and North 00°00'43" West 52.02 feet from the West Quarter Corner of said Section 27, and thence South 89°59'17" West 5.00 feet; thence North 00°07'29" East 10.00 feet; thence North 89°59'17" East 5.00 feet; thence South 00°07'29" West 10.00 feet to the POINT OF BEGINNING. Said easement encompasses 50 square feet or 0.00 acres, more or less.

**Exhibit "C"**

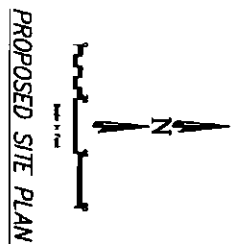
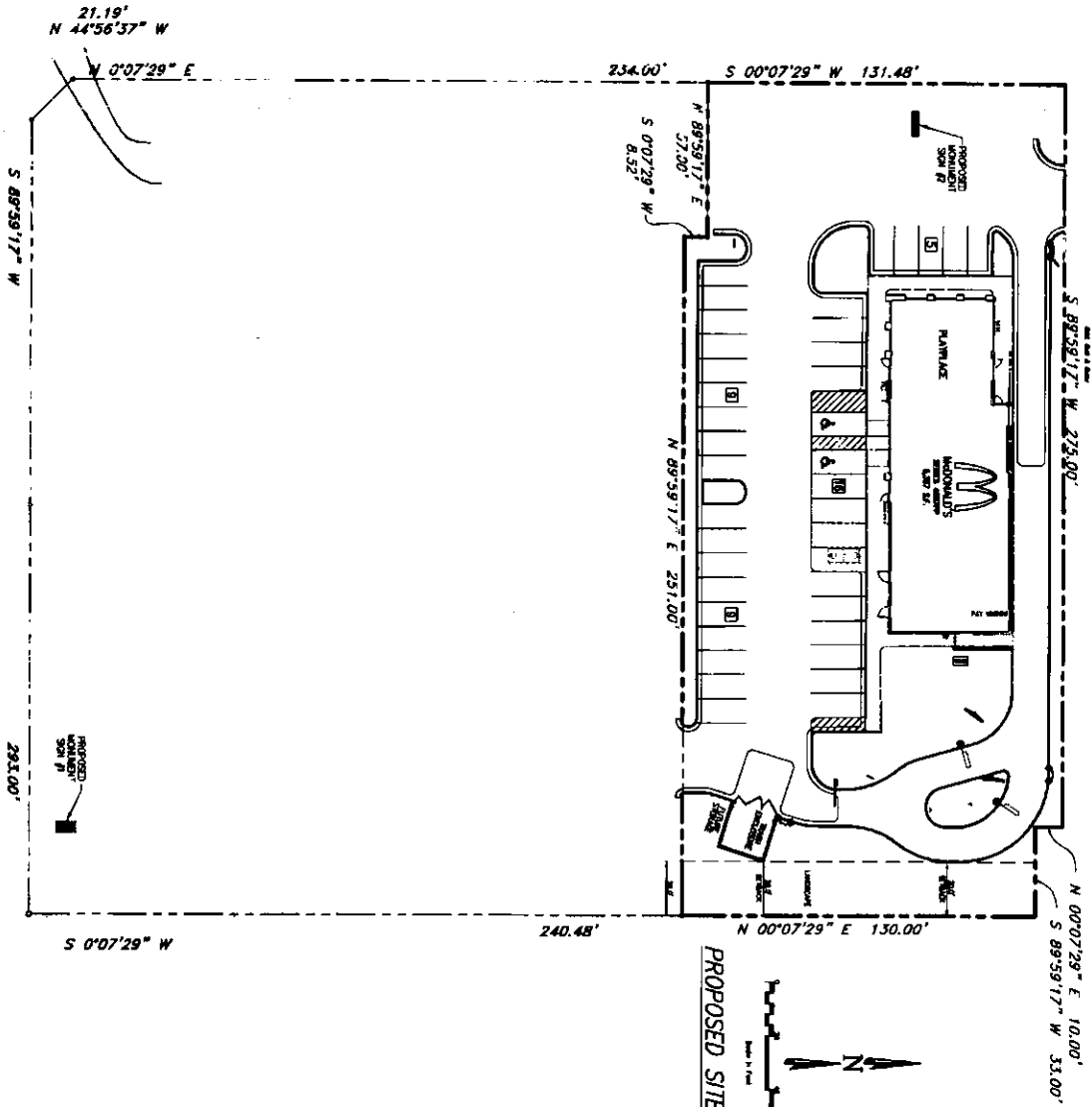
**Depiction of Sign Area**

(See attached)

Job # 1332  
 \WOODMALED\user\Clinton\SITE PLAN - OVERALL\_10-28-07.dwg 10/31/07 Plot Scale: 1"=20'

2000 West Street (SR108)  
 (Paved Public Highway)

1800 North Street (SR37)

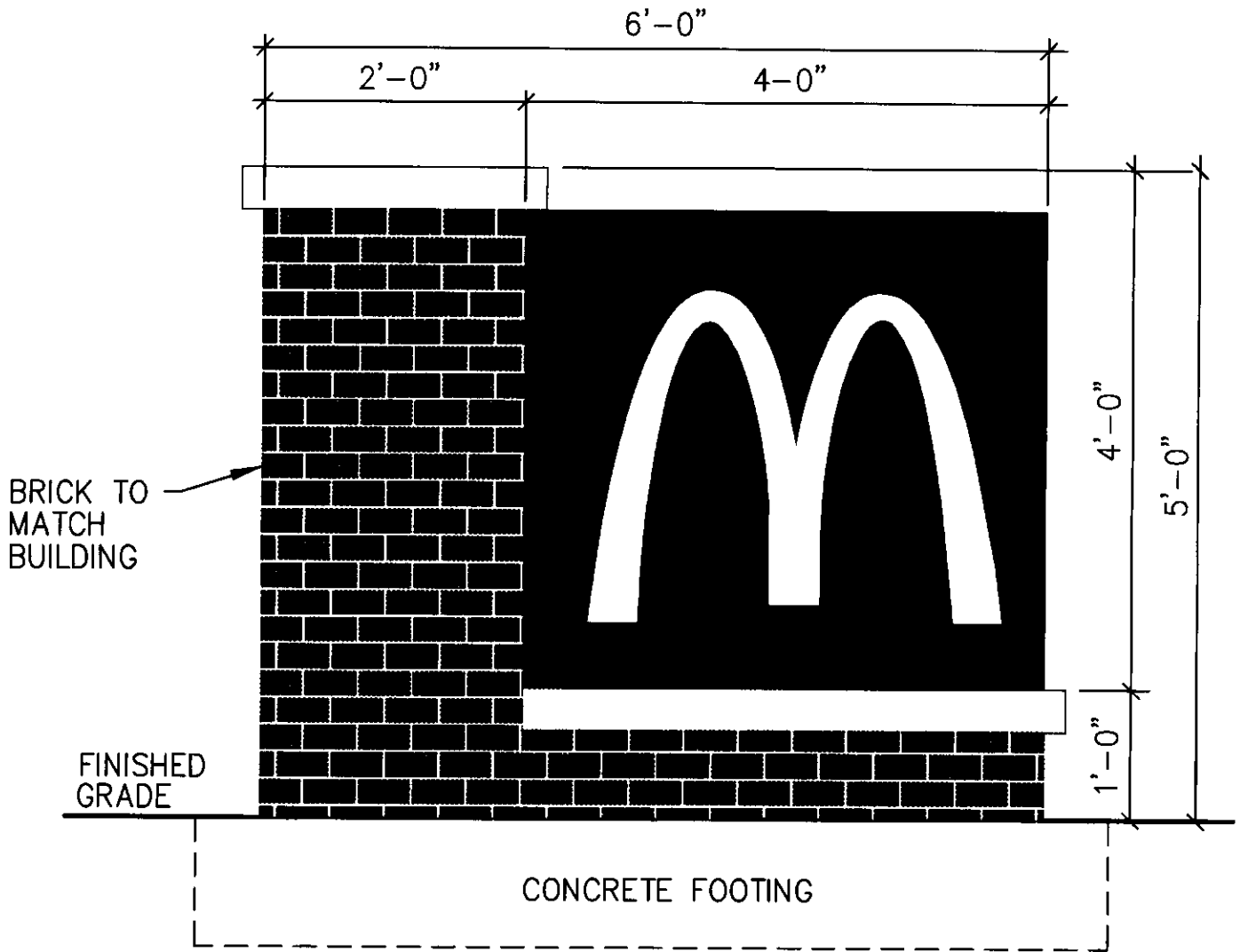


<p><b>GENERAL NOTES</b></p> <p>1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p> <p>2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p> <p>3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p> <p>4. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p> <p>5. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p> <p>6. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p> <p>7. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p> <p>8. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p> <p>9. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p> <p>10. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.</p>							
<p><b>PROPOSED SITE PLAN</b></p> <p>1886 NORTH 2000 WEST STREET                  SALT LAKE CITY, UTAH 84119-3609</p>							
<p><b>McDonald's</b></p> <p>THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF MCDONALD'S CORPORATION AND SHALL NOT BE REPRODUCED WITHOUT THEIR WRITTEN PERMISSION.</p>							
<p><b>PLAN APPROVALS</b></p> <table border="1"> <tr> <th>SIGNATURE (2 REQUIRED)</th> <th>DATE</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>		SIGNATURE (2 REQUIRED)	DATE				
SIGNATURE (2 REQUIRED)	DATE						
<p><b>CO-SIGN SIGNATURES</b></p> <table border="1"> <tr> <th>NAME</th> <th>DATE</th> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>		NAME	DATE				
NAME	DATE						
<p><b>OFFICE</b> DAVIS'S REGION                  ADDRESS 3251 UTC PARKWAY, SUITE 300, GREENWOOD VILLAGE, COLORADO 80111</p>							

**Exhibit "D"**

**Depiction of Sign**

(See attached)



## ELEVATION VIEW

TOTAL NUMBER: 1

TOTAL AREA : 16.00 SQ. FT.

LOCATION: SOUTH OF McDONALD'S SITE  
(ALONG 1800 NORTH STREET)

SEE SITE PLAN