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11/15/2007 2:08:00 PM \$32.00  
Book - 9537 Pg - 6173-6183  
Gary W. Ott  
Recorder, Salt Lake County, UT  
BONNEVILLE SUPERIOR TITLE  
BY: eCASH, DEPUTY - EF 11 P.

RECORDING REQUESTED BY  
AND WHEN RECORDED, RETURN TO:

Paul M. Harman, Esq.  
Jones, Waldo, Holbrook & McDonough  
170 South Main Street, Suite 1500  
Salt Lake City, UT 84101-1644

**For Accommodation Only  
NOT EXAMINED**

27-29-353-001 (Space Above This Line for Recorder's Use)

27-29-353-002

27-29-353-003

FIRST AMENDMENT TO EASEMENTS  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "First Amendment to ECC&Rs") is entered into as of the 27th day of September, 2007, by and between RIVERTON MEADOWS PARTNERS, LLC, a Nevada limited liability company ("Developer"), and LOWE'S HIW, INC., a Washington corporation ("Lowe's") (the foregoing parties are each hereinafter referred to as a "Party" are hereinafter collectively referred to as the "Parties").

A. Whereas, the Parties entered into that certain Easements, Covenants, Conditions and Restrictions ("ECC&Rs"), dated July 29, 2005, and recorded on July 29, 2005, as document number 9446111 in Book 9166 at Page 4403 in the Official Records of the Salt Lake County, Utah; and

B. Whereas, the Parties are the Consenting Parties to the ECC&Rs; and

C. Whereas, the Consenting Parties now desire to modify the ECC&Rs to provide (i) that Verizon Wireless (VAW), LLC, a Delaware limited liability company, dba Verizon Wireless, its successors and assigns (collectively, "Tenant"), the tenant of Developer, may use a certain portion of the parking area on the Developer Parcel (as defined in the ECC&R's) for promotional events, and (ii) the conditions upon which such use may occur, as further described herein.

D. NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. All capitalized terms, not otherwise defined herein, shall have the meanings provided for them in the ECC&Rs.

2. The ECC&Rs are hereby amended by adding the following new Section 2.2(D)(iv) to the ECC&Rs, immediately following Section 2.2(D)(iii):

"(iv) Subject to Developer's prior written consent, not to be unreasonably withheld, conditioned or delayed, Tenant may conduct promotional events including but not limited to radio remotes or other activities, in that certain portion of the parking area marked by cross-hatching on the Site Plan attached hereto as Exhibit "1" (the "Tenant Promotional Area"), provided that (a) such activity does not materially interfere with pedestrian or vehicular passage to the rest of the Shopping Center, (b) such activity is not in violation of applicable law or ordinance, (c) the area is cleaned of all debris, garbage and refuse following such promotional events, (d) such promotional events shall not occur more than three (3) consecutive days, six

(6) times per year, (e) such promotional events shall not materially interfere with the business of other tenants within the Shopping Center, (f) Tenant shall not sell any merchandise outside of its leased premises, and (g) Tenant shall comply with insurance requirements and other conditions of such promotional activities as may be reasonably imposed by Developer."

3. The legal description of the "Lowe's Parcel" as defined in the ECC&R is attached hereto as Exhibit "2", and the legal description of the "Developer Parcel" as defined in the ECC&R is attached hereto as Exhibit "3."

4. Except as expressly modified herein, the ECC&Rs are reaffirmed in their entirety.

5. All Exhibits referred to in this First Amendment are incorporated herein by such reference.

6. This First Amendment to ECC&Rs may be executed with counterpart signature pages, each of which shall be considered an original, and all of which taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this First Amendment to ECC&Rs as of the day and year first written above.

[Remainder of Page Left Intentionally Blank; Signatures on Following Pages]

Signature Page for Lowe's (First Amendment to ECC&Rs):

LOWE'S

LOWE'S HIW, INC.,  
a Washington corporation

By: *[Signature]*  
Name: Gary E. Wyatt  
Title: Senior Vice President

*adm  
JL  
Keg  
Wilk  
was*

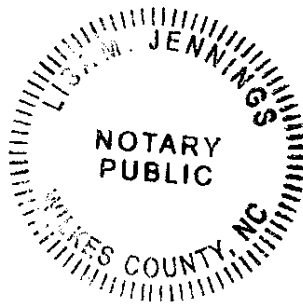
STATE OF NORTH CAROLINA     )  
   ) ss.  
COUNTY OF WILKES             )

ON THIS 26 day of October, 2007, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Gary E. Wyatt, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the SR. VP of LOWE'S HIW, INC., a Washington corporation, and that he/she executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he/she executed such instrument as the act and deed of said corporation.

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

Notary Public: *[Signature]*  
Printed Name: Lisa M. Jennings

My Commission Expires:  
2-15-2008



Signature Page for Developer (First Amendment to ECC&Rs):

DEVELOPER

RIVERTON MEADOWS PARTNERS, LLC  
a Utah limited liability company

By: The Merrill Companies, LLC,  
a California limited liability company  
Its Co-Manager

By:   
\_\_\_\_\_  
David M. Frank, its Manager

By: Bangerter 126 Real Estate Holdings, LLC,  
a Nevada limited liability company  
Its Co-Manager

By: \_\_\_\_\_  
Keven Golshan, Its Manager

Signature Page for Developer (First Amendment to ECC&Rs):

DEVELOPER

RIVERTON MEADOWS PARTNERS, LLC  
a Utah limited liability company

By: The Merrill Companies, LLC,  
a California limited liability company  
Its Co-Manager

By: \_\_\_\_\_  
David M. Frank, its Manager

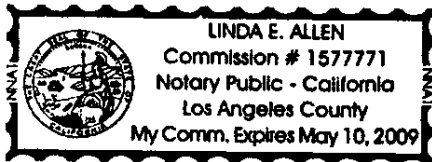
By: Bangerter 126 Real Estate Holdings, LLC,  
a Nevada limited liability company  
Its Co-Manager

By: \_\_\_\_\_  
Kevin Golshan, Its Manager

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On OCTOBER 8, 2007, before me, LINDA E. ALLEN personally appeared DAVID M. FRANK, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.



Linda E. Allen  
Notary Public

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2007, before me, \_\_\_\_\_ personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

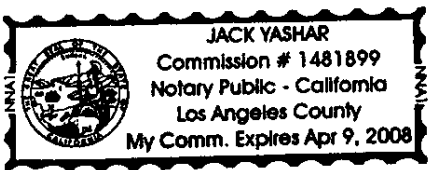
WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

STATE OF California  
COUNTY OF Los Angeles

On 10/5/, 2007, before me, JACK YASHAR personally appeared KEVIN GOLSHAN, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.



Jack Yashar  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 2007, before me, \_\_\_\_\_ personally appeared \_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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.

\_\_\_\_\_  
Notary Public

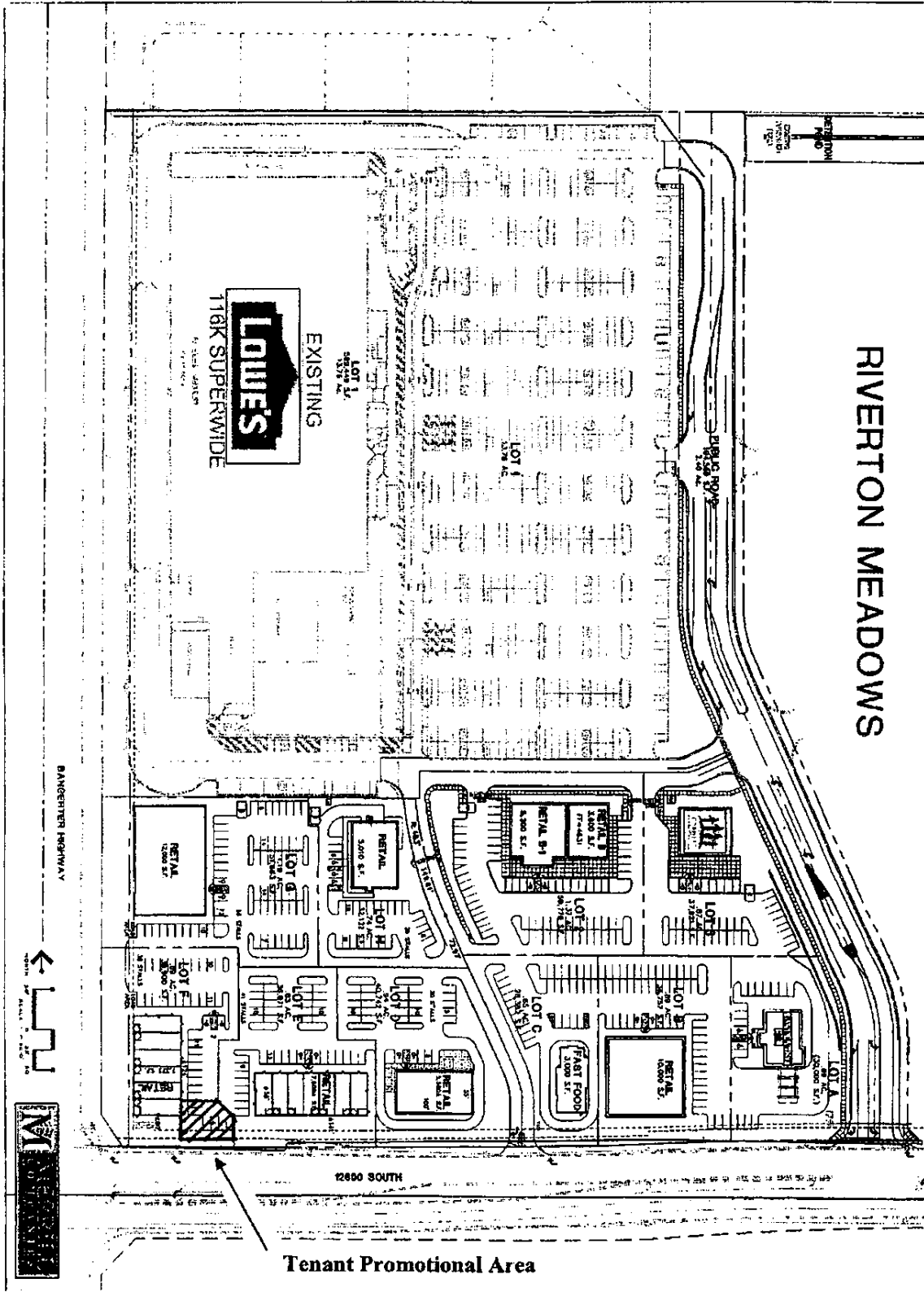
EXHIBIT 1  
TO  
FIRST AMENDMENT TO EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

Site Plan Showing Tenant Promotional Area

[see attached 1 page]



# RIVERTON MEADOWS



DATE: 11/10/2009  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 APPROVED BY: [Signature]  
 PROJECT: RIVERTON MEADOWS  
 SHEET: SP-70

**SITE PLAN**

**PRELIMINARY SITE PLAN**  
**RIVERTON MEADOWS**  
 12600 SOUTH STREET & BANGERTER HWY  
 RIVERTON CITY, UTAH

**C.E. ASSOCIATES**  
 1210 S. 1000 E.  
 SUITE 200  
 RIVERTON, UT 84053  
 (801) 438-1111  
 www.ceassoc.com



EXHIBIT 2  
TO  
FIRST AMENDMENT TO EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

Legal Description of Lowe's Parcel

LOT 1, RIVERTON MEADOWS COMMERCIAL SUBDIVISION, A PART OF THE  
SOUTHWEST QUARTER SECTION 29, TOWNSHIP 3 SOUTH, RANGE 1 WEST,  
SALT LAKE BASE & MERIDIAN, RIVERTON CITY, COUNTY OF SALT LAKE,  
STATE OF UTAH, RECORDED ON JULY 29, 2005 IN THE SALT LAKE COUNTY  
RECORDER'S OFFICE AT ENTRY NO. 9446104.

EXHIBIT 3  
TO  
FIRST AMENDMENT TO EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS

Legal Description of Developer Parcel

LOT 2, RIVERTON MEADOWS COMMERCIAL SUBDIVISION, A PART OF THE SOUTHWEST QUARTER SECTION 29, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, RIVERTON CITY, COUNTY OF SALT LAKE, STATE OF UTAH, RECORDED ON JULY 29, 2005 IN THE SALT LAKE COUNTY RECORDER'S OFFICE AT ENTRY NO. 9446104.

The Developer Parcel is now also known as:

IN THE STATE OF UTAH, COUNTY OF SALT LAKE, RIVERTON CITY, LOTS 1 AND 2, RIVERTON MEADOWS COMM 2, A SUBDIVISION OF LOT 2, RIVERTON MEADOWS COMMERCIAL SUBDIVISION, A PART OF THE SOUTHWEST QUARTER SECTION 29, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND OF RECORD AS ENTRY NO. 10085141 IN BOOK 9458 AT PAGE 3322, IN THE SALT LAKE COUNTY RECORDER'S OFFICE.