

After Recording Mail to:
 Parsons Behle & Latimer
 One Utah Center
 201 South Main Street, Suite 1800
 Salt Lake City, Utah 84111
 Attn: Kerry L. Owens
 MNT407053233

10458458
 6/20/2008 8:10:00 AM \$43.00
 Book - 9619 Pg - 1070-1080
 Gary W. Ott
 Recorder, Salt Lake County, UT
 METRO NATIONAL TITLE
 BY: eCASH, DEPUTY - EF 11 P.

**SECOND AMENDMENT TO RESTRICTION
 AGREEMENT AND GRANT OF EASEMENTS**

This Second Amendment to Restriction Agreement and Grant of Easements ("Second Amendment") is made and entered into as of the 3 day of ~~May~~ ^{June}, 2008, by and between RIVERTON DEPOT, LLC (successor to Riverton Land Holdings, L.L.C.), a Utah limited liability company ("Riverton Depot"), KOHL'S DEPARTMENT STORES, INC., a Delaware corporation ("Kohl's") and HOME DEPOT U.S.A., INC., a Delaware corporation ("Home Depot").

WITNESSETH:

WHEREAS, Riverton Land Holdings, L.L.C., a Colorado limited liability company ("Developer"), and Home Depot entered into a certain Restriction Agreement and Grant of Easements, dated as of December 1, 2005, recorded with the Salt Lake County Recorder on December 1, 2005, as Entry No. 9569861, Book 9224 at Page 9448 ("Original RAGE"). The Original RAGE has been amended and supplemented by that certain First Amendment to Restriction Agreement and Grant of Easements, dated as of March 31, 2006, recorded with the Salt Lake County Recorder on April 20, 2006, as Entry No. 9699445, Book 9282, at Page 9735 ("First Amendment") (the Original RAGE, as so amended and supplemented, is hereinafter called the "RAGE"), for the purpose of developing and operating a certain Shopping Center (as defined in the Original RAGE) in order to effectuate the common use and operation thereof (the Shopping Center is more fully described on Exhibit "A" attached hereto); and

WHEREAS, Riverton Depot and Home Depot are all of the Consenting Owners, as that term is defined in the RAGE, and desire to modify the RAGE, as more particularly set forth hereafter.

WHEREAS, Kohl's has entered into a Lease and is or will be the Tenant of that portion of the Shopping Center more particularly described on Exhibit "B" hereto, and hereinafter referred to as the "Kohl's Parcel".

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and legal sufficiency which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals Defined Terms. The foregoing recitals are hereby fully incorporated into this Second Amendment. All capitalized terms used in this Second Amendment shall, unless otherwise specifically provided herein, have the same meaning as those terms are defined to have in the Original RAGE.

2. Definitions.

(a) Section 1.3(aa) is hereby amended to delete the word “or” before (ii), and the following proviso to the end thereof:

“, or (iii) where the record holders of fee simple title to Parcels are held by Persons with identical ownership and control, all such Persons shall be collectively an Owner of all such Parcels provided; however, that any notice required under the RAGE to be delivered to an Owner of a Parcel that is a part of the Developer Parcel shall be satisfied for all purposes by delivery only to Riverton Depot and to Kohl’s.”

(b) Section 1.3(gg) is hereby amended to add the following proviso to the end thereof:

“provided, however, that so long as Kohl’s is an Occupant of the Kohl’s Parcel, Kohl’s shall be a Prime Lessee.”

3. Type and Design of Building. Section 2.3(e) is hereby amended to add the following provision to the end thereof:

“Likewise, the Building to be constructed on the Kohl’s Parcel may be built as an ‘unlimited area’ building under certain building codes (by way of explanation, but not limitation, an ‘unlimited area’ building is designated II-B under the Uniform Building Code).”

4. Signs.

(a) Exhibit “C” of the RAGE is hereby deleted in its entirety and replaced with Exhibit “C” attached hereto. The designations of the businesses on each of the Center Pylon Signs, as depicted on Exhibit “C” attached hereto shall prevail over any provisions set forth in subsections (a) and (b) of Section 4.2 to the contrary.

(b) Section 3.4 is hereby amended to add the following as a second paragraph thereof:

“Developer, as grantor, hereby grants to the Owner of the Kohl’s Parcel, as grantee, for the benefit of the Kohl’s Parcel, a non-exclusive easement under, through, and across the Common Area of the grantor’s Parcel(s) and across those specific areas where signage is to include a Kohl’s panel, as shown on Exhibit “C” attached hereto, for the installation, operation, maintenance, repair and replacement of Kohl’s signage.”

5. Shopping Center Restrictions.

thereof: (a) Section 5.1(a) is hereby amended to add the following provision to the end

“Provided the foregoing restrictions on use set forth in this Section 5.1(a) shall not apply to the Kohl's Parcel, provided that a "Kohl's Department Store" (operated in a similar manner as the majority of stores within such retail department store chain located in the State of Utah) operates the Kohl's Parcel; provided, however that nothing contained in this Section 5.1(a) shall permit the operation of a home improvement store or hardware store on the Kohl's Parcel which is substantially similar to the inventory and business format of Home Depot, Lowe's, Menard's, Ace Hardware or Sears as of the date hereof or the licensure of Floor Area to a third-party for, or the operation by a third-party of, a department within any retail department store on the Kohl's Parcel which is substantially similar to the inventory and business format of Home Depot, Lowe's, Menard's, Ace Hardware or Sears as of the date hereof. In the event that the Kohl's Parcel ceases to be operated as a "Kohl's Department Store", the restrictions on use set forth in Section 5.1(a) shall not apply to the operation of another national or regional retail department store chain on the Kohl's Parcel as stores within such other national or regional retail department store chain are operated from time to time; provided, however that: (A) such other department store must operate within at least 40,000 square feet of Floor Area on the Building on the Kohl's Parcel, (B) nothing contained herein shall permit the operation of a home improvement store or hardware store on the Kohl's Parcel which is substantially similar to the inventory and business format of Home Depot, Lowe's, Menard's, Ace Hardware or Sears as of the date hereof or the licensure of Floor Area to a third-party for, or the operation by a third-party of, a department within any retail department store on the Kohl's Parcel which is substantially similar to the inventory and business format of Home Depot, Lowe's, Menard's, Ace Hardware or Sears as of the date hereof, and (C) the Prohibited Home Improvement Items will be barred in connection with the operation of any other type of business being operated on the Kohl's Parcel regardless of size (other than for incidental sales as permitted above).”

(b) Section 5.2(a) is hereby amended and restated in its entirety as follows:

“(a) No portion of the Shopping Center other than the Home Depot Parcel shall be used for any non-retail use or for any of the following purposes: a surplus store; gun range; the sale of guns as a primary use; a warehouse; an animal kennel (provided, however, the foregoing exception shall not preclude any veterinary or boarding services provided in connection with a pet shop, provided such veterinary or boarding services are only incidental to the operation of the pet shop. Further, all kennels, runs and pens shall be located inside the Building).”

thereof: (c) Section 5.2(b) is hereby amended to add the following proviso to the end thereof:

“Provided, however, use of all or a portion of proposed Lot 14 as depicted on Exhibit “C” for office buildings and usage shall not be prohibited.”

6. Lighting. Section 7 is hereby amended to add the following provision to the end thereof:

“Notwithstanding anything contained in this Section 7 to the contrary, the lighting system along the sidewalks directly adjacent to the store front of the Kohl’s Building may have a layout distributing a five (5) foot candle minimum, in accordance with Kohl’s photometric plans.”


7. Conflict Survival. In the event of any conflict between the terms and provisions of the RAGE, and the terms of this Amendment, the terms and provisions of this Amendment shall control in all events. Except as specifically modified or amended by the terms of this Amendment, the RAGE remains in full force and effect, without change or modification.

8. Counterparts. This Amendment may be executed in any number of counterparts, each of which will be an original, but all of which, when taken together, will constitute one and the same instrument. Signature and acknowledgement pages may be detached from individual counterparts, but attached to a single multiple original in order to form a single or multiple original of this document.

[Intentionally blank. Signature blocks to follow.]

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives effective as of the day and year first written above.

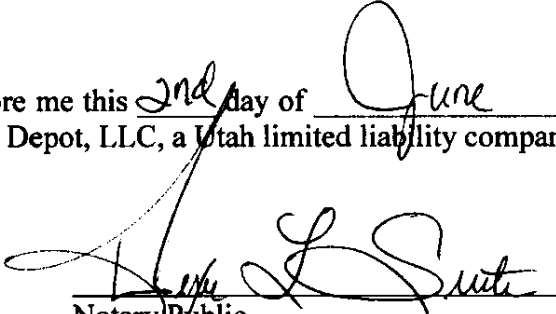
RIVERTON DEPOT, LLC,
a Utah limited liability company

By: 
Mike Stangl
Its: Manager

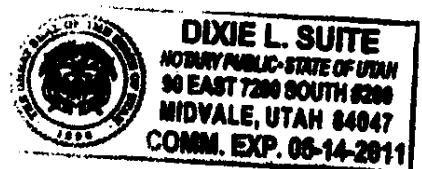
STATE OF UTAH)
) ss:
County of Salt Lake)

The foregoing was acknowledged before me this 2nd day of June, 2008, by Mike Stangl, as Manager of Riverton Depot, LLC, a Utah limited liability company.

WITNESS my hand and official seal.


Notary Public

My Commission Expires:
5-14-2011



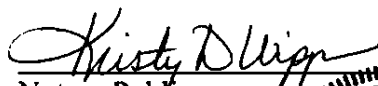
KOHL'S DEPARTMENT STORES, INC.
a Delaware corporation

By: 
Steven R. Karl, Vice President,
Property Development Law

STATE OF Wisconsin)
) ss:
County of Waukesha

The foregoing was acknowledged before me this 2nd day of June,
2008, by Steven R. Karl, Vice President, Property Development Law of Kohl's Department
Stores, Inc., a Delaware corporation.

WITNESS my hand and official seal.


Notary Public

My Commission Expires:
08/07/2011

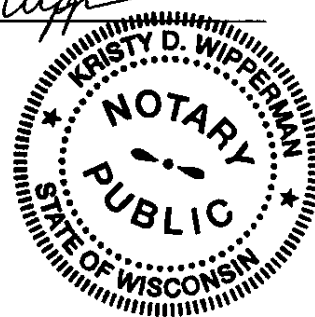


EXHIBIT "A"

(Legal Description of Shopping Center)

The real property referenced in the foregoing instrument is located in Salt Lake County, Utah and is more particularly described as:

Lots 1 through 13, The Home Depot, A Commercial Subdivision, according to the official plat thereof, recorded November 10, 2005 as Document No. 9551334 in Book 2005 of plats at page 357, in the office of the Salt lake County Recorder, State of Utah.

APN #'s 27-32-371- 018
 27-32-371- 011
 27-32-371- 013
 27-32-371- 016
 27-32-371- 019
 27-32-371- 020

EXHIBIT "B"

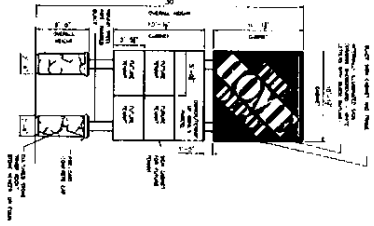
A part of Lot 10 of the 2nd Amended The Home Depot, a Commercial Subdivision by metes and bounds, recorded February 27, 2007 as Entry No. 10016042, in Book 9427, at Page 7650, in the Office of the Salt Lake County Recorder, being within the Southwest Quarter of Section 32, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey, in Riverton, Salt Lake County, Utah:

Beginning at a point on the Westerly Line of 3600 West Street as it exists at 85.00 foot half-width being 531.75 feet North 0°12'13" East along the Quarter Section Line and 85.00 feet West from the South Quarter Corner of said Section 32; and running thence West 200.09 feet; thence South 183.00 feet to the North Line of Lot 8 of said 2nd Amended Subdivision; thence West 377.05 feet along said North Line and the North Line of Lots 6 and 7 to the Northwest Corner of said Lot 6; thence Northwesterly along the arc of a 469.15 foot radius curve to the left a distance of 219.27 feet (Central Angle equals 26°46'41" and Long Chord bears North 13°14'56" West 217.28 feet); thence East 292.91 feet; thence North 286.00 feet; thence West 1.88 feet; thence North 235.02 feet; thence West 7.88 feet; thence North 72.00 feet; thence North 45°00'00" East 47.00 feet; thence East 324.87 feet to the Westerly Line of said 3600 West Street as it exists at 73.00 foot half-width; thence along said Westerly Line the following three courses: South 0°12'13" West 108.90 feet; South 2°24'06" West 312.85 feet; and South 0°12'13" West 233.28 feet to the point of beginning.

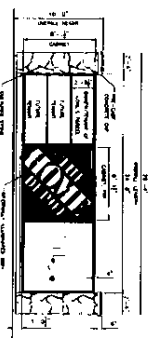
**Contains 302,901 sq. ft.
or 6.954 acres**

APN #'s
27-32-371-009
27-32-371-010
27-32-371-011
27-32-371-012

EXHIBIT C RIVERTON, UTAH



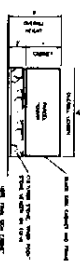
1 SIGN 1A (SHARED PYLON SIGN) ELEVATION
SCALE 3/8" = 1'-0"
(BANDWIDTH HW Pylon SIGN)



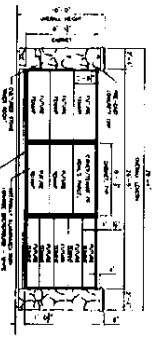
2 SIGN 2A (SHARED MONUMENT SIGN) ELEVATION
SCALE 3/8" = 1'-0"
(1300 S. STREET MONUMENT SIGN)



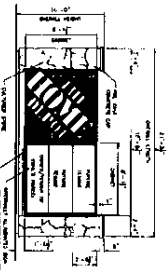
3 SIGN 3A (SHARED MONUMENT SIGN) ELEVATION
SCALE 3/8" = 1'-0"
(1300 S. STREET MONUMENT SIGN)



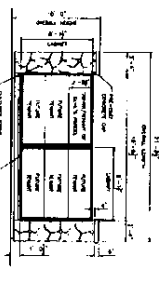
4 SIGN 4A (PARCEL MONUMENT SIGN) ELEVATION
SCALE 3/8" = 1'-0"



4 SIGN 4B (SHARED MONUMENT SIGN) ELEVATION
SCALE 3/8" = 1'-0"
(1300 W. STREET MONUMENT SIGN)



5 SIGN 5A (SHARED MONUMENT SIGN) ELEVATION
SCALE 3/8" = 1'-0"
(300 W. STREET MONUMENT SIGN)



6 SIGN 6A (SHARED MONUMENT SIGN) ELEVATION
SCALE 3/8" = 1'-0"
(MARKET CENTER MONUMENT SIGN)

NARRATIVE
 ALL SIGNS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF RIVERTON SIGN REGULATIONS AND THE CITY OF RIVERTON ZONING ORDINANCES. ALL SIGNS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF RIVERTON SIGN REGULATIONS AND THE CITY OF RIVERTON ZONING ORDINANCES. ALL SIGNS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF RIVERTON SIGN REGULATIONS AND THE CITY OF RIVERTON ZONING ORDINANCES.

Parcel No.	Sign Type	Sign Area (sq. ft.)	Sign Height (ft.)	Sign Width (ft.)	Sign Volume (cu. ft.)
101	Shared Pylon Sign	12,000	12	100	144,000
102	Shared Monument Sign	1,000	10	10	10,000
103	Shared Monument Sign	1,000	10	10	10,000
104	Shared Monument Sign	1,000	10	10	10,000
105	Shared Monument Sign	1,000	10	10	10,000
106	Shared Monument Sign	1,000	10	10	10,000
107	Shared Monument Sign	1,000	10	10	10,000
108	Shared Monument Sign	1,000	10	10	10,000
109	Shared Monument Sign	1,000	10	10	10,000
110	Shared Monument Sign	1,000	10	10	10,000
111	Shared Monument Sign	1,000	10	10	10,000
112	Shared Monument Sign	1,000	10	10	10,000
113	Shared Monument Sign	1,000	10	10	10,000
114	Shared Monument Sign	1,000	10	10	10,000
115	Shared Monument Sign	1,000	10	10	10,000
116	Shared Monument Sign	1,000	10	10	10,000
117	Shared Monument Sign	1,000	10	10	10,000
118	Shared Monument Sign	1,000	10	10	10,000
119	Shared Monument Sign	1,000	10	10	10,000
120	Shared Monument Sign	1,000	10	10	10,000



THE HOME DEPOT
 13400 SOUTH STREET AND 3600 WEST STREET
 RIVERTON CITY, SALT LAKE COUNTY, UTAH
 LOTS 9, 10, 12, 13 AND 14

Project No. 2024-001
 Date: 10/20/2024
 Scale: 3/8" = 1'-0"

S-DEV CORP., INC.
 13400 SOUTH STREET AND 3600 WEST STREET
 RIVERTON CITY, SALT LAKE COUNTY, UTAH
 LOTS 9, 10, 12, 13 AND 14

2024-001