



DATED this 7<sup>th</sup> day of October, 2008.

By: Kimbal L. Gowland  
Kimbal L. Gowland  
Attorney for New Albertson's, Inc.

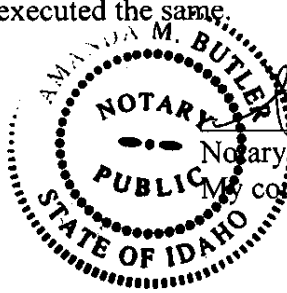
Subscribed and sworn to before me this 7<sup>th</sup> day of October, 2008.

Amanda M. Butler  
Notary Public

STATE OF IDAHO )  
                          ) ss.  
County of Ada    )

On this 7<sup>th</sup> day of October, in the year 2008, before me, AMANDA M. BUTLER, a Notary Public in and for said State, personally appeared Kimbal L. Gowland, known or identified to me (or proved to me on the oath of \_\_\_\_\_) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

S  
E  
A  
L



Amanda M. Butler  
Notary Public for Idaho  
My commission expires on 09/30/2009

20/16

10470785  
07/03/2008 09:29 AM \$64.00  
Book - 9624 Pg - 81-100  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
NEW ALBERTSONS INC  
KIMBALL GOWLAND  
755 W FRONT ST STE 200  
BOISE ID 83702  
BY: BRR, DEPUTY - WI 20 P.

After Recording, Return to:  
New Albertson's, Inc.  
c/o Kimbal L. Gowland  
Meuleman Mollerup LLP  
755 W. Front Street, Suite 200  
Boise, Idaho 83702

This document is being recorded as part of the Affidavit prepared in accordance with Section 57-3-106(8) of the Utah Code, to include the Exhibit "A" site plan that was inadvertently omitted when this document was recorded on July 3, 2008.

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND EASEMENTS**

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND EASEMENTS ("First Amendment") is entered into on July 19, 2007, between Harvest Pointe, LLC, a Utah limited liability company ("First Party"), and New Albertson's, Inc., a Delaware corporation ("Albertson's").

**RECITALS**

A. Leon Peterson, a married man dealing with his sole and separate property ("Peterson"), and Albertson's, Inc., a Delaware corporation ("Old Albertson's") entered into that certain Declaration of Restrictions and Easements dated June 28, 2002, which was recorded on September 10, 2002, as Entry No. 8348596, in Book 8646, beginning at Page 4461, official records of Salt Lake County, Utah ( the "Declaration"), with respect to that certain real property more particularly described therein as the Shopping Center.

B. When the Declaration was recorded, the Shopping Center was comprised of eight (8) Parcels, described in the Declaration as Parcels 1, 2, 3, 4, 5, 6, 7 and 8. While the Shopping Center continues to be comprised of eight (8) Parcels, Parcels 1, 4, 5 and 6 were reconfigured by virtue of that certain Special Warranty Deed recorded on November 9, 2006, as Entry No. 9903972, in Book 9378, beginning at Page 4294, official records of Salt Lake County, Utah, and that certain Special Warranty Deed recorded on November 30, 2006, as Entry No. 9924315, in Book 9387, beginning at Page 8014, official records of Salt Lake County, Utah (the latter deed, as stated therein, having been given to correct the former deed). The legal descriptions of the eight (8) Parcels comprising the Shopping Center are attached hereto as Schedule I.

C. First Party has succeeded to the right, title and interest of Peterson in and to the Shopping Center (including, without limitation, the agreement with Jones Land Company, L.L.C. to purchase Parcel 1 of the Shopping Center, as described in the Declaration) and the Declaration, and First Party is the Owner of Parcels 4, 5, 6 and 7 of the Shopping Center. Albertson's has succeeded to the right, title and interest of Old Albertson's in and to the Shopping Center and the Declaration, and Albertson's is the Owner of Parcels 2 and 3 of the Shopping Center. Cyprus Federal Credit Union is the Owner of Parcel 8 of the Shopping Center.

D. First Party and Albertson's desire to amend the Declaration with respect to the matters more specifically set forth below.

#### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Declaration.
2. The legal descriptions attached to the Declaration as Schedule I are hereby deleted and the revised legal descriptions attached hereto as Schedule I are substituted therefor. All references to Schedule I in the Declaration or in this First Amendment shall refer to the Schedule I attached hereto.
3. The legal descriptions attached to the Declaration as Schedule II are hereby deleted and the revised legal descriptions attached hereto as Schedule II are substituted therefor. All references to Schedule II in the Declaration or in this First Amendment shall refer to the Schedule II attached hereto.
4. The site plan attached to the Declaration as Exhibit "A" is hereby deleted and the revised site plan attached hereto as Exhibit "A" is substituted therefor. All references to the site plan or to Exhibit "A" in the Declaration or in this First Amendment shall refer to the site plan attached hereto as Exhibit "A".

5. Section 1.2(c) of the Declaration is hereby amended to read as follows:

“(c) “Building Envelopes”: All those areas on Parcels 1, 3, 4 and 8 located within the “Building Envelope Lines” as shown on Exhibit “A.”

6. Section 1.2(i) of the Declaration is hereby amended to read as follows:

“(i) “Expansion Area”: All those areas on Parcel 2 located within the “Expansion Limit Line” shown on Exhibit “A”, including, without limiting the generality of the foregoing, those areas located in back of (i.e., south of) Shops “D” on Parcel 2, within the Expansion Limit Line.”

7. Section 2.3(e) of the Declaration is hereby amended to read as follows:

“(e) Height. All buildings and other structures in the Shopping Center shall be single story with mezzanine permitted. All buildings and other structures located on Parcel 2, Parcel 6 and the Major “B” portion of Parcel 7 shall not exceed thirty-five (35) feet in height (including mechanical fixtures and equipment and screening for the same). All buildings and other structures located on Parcel 5 and the Shops “A” portion of Parcel 7 shall not exceed twenty-nine (29) feet in height (including mechanical fixtures and equipment and screening for the same). Except for the canopies located over the fuel islands on Parcel 3, all buildings and other structures located on Parcel 1, Parcel 3, Parcel 4 and Parcel 8 shall not exceed twenty-two (22) feet in height (including mechanical fixtures and equipment and screening for the same). No mezzanine or basement shall be used for the sale or display of merchandise or for the offer or provision of retail services to the public.”

8. Section 5.3 of the Declaration is hereby amended to read as follows:

“**5.3 Location Restrictions.** No building on Parcel 5, 6, 7 or 8 exceeding 7,000 square feet of Floor Area shall be primarily used as a medical (including, without limitation, eye care or chiropractic), dental, professional or business office (the foregoing office uses being referred to herein as “Office Use”). For purposes hereof, a bank, savings and loan association or credit union shall not constitute an Office Use. No Office Use shall be permitted on Parcel 5, 6 or 7 within three hundred (300) feet from any building constructed on Parcel 2, and the total Floor Area of all Office Uses located on Parcels 4, 5, 6, 7 and 8 shall not exceed 7,000 square feet. No restaurant shall be permitted on Parcel 5, 6 or 7 within

two hundred (200) feet from any building constructed on Parcel 2. The restaurant restriction in the preceding sentence shall not apply to take-out or delivery restaurants [i.e., restaurants in which at least fifty percent (50%) of the food served to customers is consumed off the premises, such as, by way of example, ice cream, yogurt, sandwich, bagel and pizza shops] on Parcel 5, 6 or 7 provided that (i) no single take-out or delivery restaurant within two hundred (200) feet from any building constructed on Parcel 2 exceeds 1,500 square feet of Floor Area, (ii) there shall be no more than two (2) such take-out or delivery restaurants within two hundred (200) feet from any building constructed on Parcel 2, and (iii) the total Floor Area of all such take-out and delivery restaurants within two hundred (200) feet from any building constructed on Parcel 2 shall not exceed 3,000 square feet. The total Floor Area of all restaurants (excluding the two take-out and delivery restaurants permitted on Parcel 5, 6 or 7 by virtue of the preceding sentence) located on Parcels 4, 5, 6, 7 and 8 shall not exceed 7,000 square feet.

9. Section 8.1 of the Declaration is hereby amended to read as follows:

**“8.1 Covenants Run With the Land.** Each Restriction on each Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and each part thereof and shall run with the land. Notwithstanding the foregoing, the Restrictions in Section 5.1 shall be appurtenant to and for the benefit of only Parcel 2 and Parcel 3 and each part thereof and may be waived in writing only by the Owner and Prime Lessee of Parcel 2 and Parcel 3 without the joinder of any other person.”

10. The notice address for First Party and Albertson's, set forth in Section 8.10(a) of the Declaration, is hereby amended to read as follows:

First Party: Harvest Pointe, LLC  
225 South 200 East, Suite 300  
Salt Lake City, UT 84111

Albertson's: New Albertson's, Inc.  
250 Parkcenter Boulevard  
P.O. Box 20  
Boise, ID 83726  
Attention: Legal Department (Store No. 399)

11. The execution and acknowledgement of this First Amendment by First Party and Albertson's shall satisfy the requirement, set forth in Section 8.5 of the Declaration, that the Owners and Prime Lessees of the Parcels containing (not less than) ninety percent (90%) of the total square footage of Building Area in the Shopping Center consent to the modifications of the Declaration that are set forth in this First Amendment.

12. Each party to this First Amendment hereby warrants to each other party hereto that (i) no mortgage, deed of trust or other security interest encumbers any interest of the warranting party in or to the Shopping Center (or any part or portion thereof) as of the date the warranting party executes this First Amendment, or that a Consent and Subordination of Lienholder, in the form attached hereto, has been executed by each such Lienholder and is attached hereto, and (ii) all Lienholders and other third persons (including, without limitation, Jones Land Company, L.L.C., with respect to Parcel 1) required by any agreement with the warranting party to consent to this First Amendment have attached a consent to this First Amendment.

13. This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgment pages may be detached from original counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this document.

14. This First Amendment shall be recorded in the official records of Salt Lake County, Utah, and shall be effective as of the date of said recording.

15. The Declaration, as amended herein, is hereby ratified and confirmed. Except as amended herein, the Declaration shall remain in full force and effect.

**[Signature Lines and Acknowledgments Appear on Following Pages]**

EXECUTED as of the date first set forth above.

FIRST PARTY:

Harvest Pointe, LLC,  
a Utah limited liability company

By: *Justin V. Peterson*  
Justin V. Peterson  
Its: Managing Member

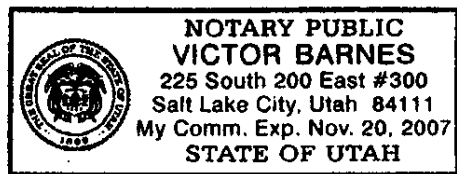
STATE OF UTAH            )  
                                  ) ss.  
COUNTY OF Salt Lake )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of March, 2007, by Justin V. Peterson, the Managing Member of Harvest Point, LLC, a Utah limited liability company.

My commission expires:

11-20-07

*Victor Barnes*  
Notary Public in and for the State of Utah  
Residing at Centerville

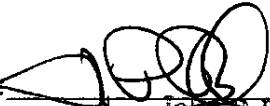




EXECUTED as of the date first set forth above.

ALBERTSON'S:

New Albertson's, Inc.,  
a Delaware corporation

By:   
Name (print): John P. Breedlove  
Its: Vice President

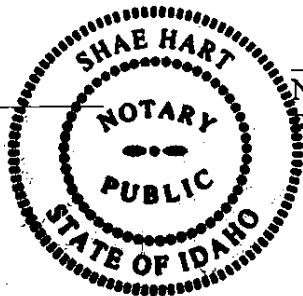
MM/KLG

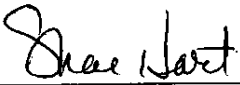
STATE OF IDAHO )  
                          ) ss.  
COUNTY OF ADA )

On this 19 day of July, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared John P. Breedlove, to me known to be the Vice President, of New Albertson's, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:  
August 17, 2011



  
Notary Public in and for the State of Idaho  
Residing at Boise, Idaho

List of Schedules and Exhibits:

- Schedule I – Legal Description of Shopping Center
- Schedule II – Description of Permanent Service Drives
- Exhibit "A" – Site Plan

## CONSENT AND AGREEMENT

THIS CONSENT AND AGREEMENT ("Consent") is made a part of and appended to that certain First Amendment to Declaration of Restrictions and Easements (the "First Amendment").

### RECITALS

A. Jones Land Company, L.L.C., a Utah limited liability company ("Jones"), is the fee owner of Parcel 1 of that certain Shopping Center ("Jones Property") described in that certain Declaration of Restrictions and Easements dated June 28, 2002, which was recorded on September 10, 2002, as Entry No. 8348596, in Book 8646, beginning at Page 4461, official records of Salt Lake County, Utah (the "Declaration").

B. To provide the basis of an integrated retail sales complex, Jones agreed (by way of the Consent and Agreement appended to the Declaration) to have the Declaration as a lien or encumbrance on Parcels 1, 4, 5, 6, 7 and 8 of the Shopping Center to benefit and encumber said property by the terms and conditions of the Declaration. Thereafter, Jones sold Parcels 4, 5, 6, 7 and 8 of the Shopping Center.

C. To continue to provide the basis of an integrated retail sales complex, Jones desires, by way of this Consent, to have the Declaration, as amended by the First Amendment, as a lien or encumbrance on the Jones Property to benefit and burden the Jones Property by the terms and conditions of the Declaration, as amended by the First Amendment.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Jones hereby consents and agrees as follows:

1. Jones hereby consents to, ratifies, confirms, approves, assumes and agrees to benefit from and to be bound by and to perform each and every term, covenant, condition and agreement contained in the Declaration, as amended by the First Amendment, as the Owner (as such term is defined in the Declaration) of the Jones Property as if each thereof were set forth in this Consent. Each of said terms, covenants, conditions and agreements shall be binding upon, inure to the benefit of, and be enforceable by the Owners (including Jones), their heirs, successors, assigns and personal representatives, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

2. Jones does hereby subordinate all of Jones' right, title and interest in and to the Jones Property to the Declaration, as amended by the First Amendment, and the Declaration, as amended by the First Amendment, shall be a benefit to and an encumbrance upon Jones' fee interest in and to the Jones Property.



CONSENT AND SUBORDINATION OF LIENHOLDER

Transamerica Life Insurance Company, an Iowa corporation, as beneficiary under that certain Deed of Trust, Security Agreement and Fixture Filing dated November 27, 2006, and recorded on November 30, 2006 as Entry No. 9924320, in Book 9387, beginning at Page 8029, of the official records of Salt Lake County, Utah, and the holder of a lien on Parcels 4, 5, 6 and 7 of the Shopping Center ("Lien"), hereby consents to the within First Amendment to Declaration of Restrictions and Easements of which this Consent and Subordination of Lienholder is a part and, by virtue hereof, agrees that its Lien (and all of its right, title, estate and interest in and to the Shopping Center) shall be subject and subordinate to the Declaration of Restrictions and Easements, as amended by the First Amendment.

Transamerica Life Insurance Company,  
an Iowa corporation

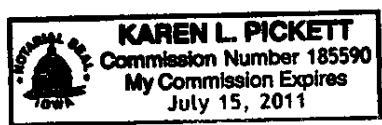
Date: 5/30/08  
By: [Signature]  
Name (print): Scott Cote  
Its: Vice President  
Title

STATE OF Iowa  
County of Linn ) ss.

On this 30 day of May, 2008, personally appeared before me Scott Cote, who being by me duly sworn did say that he/she is the Vice President of Transamerica Life Ins Co, an Iowa corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and acknowledged to me that said corporation executed the same.

My Commission Expires:  
7/15/11

[Signature]  
NOTARY PUBLIC in and for  
the State of Iowa  
Residing at: Cedar Rapids



**SCHEDULE I**  
to First Amendment to Declaration of Restrictions and Easements

Legal Description of Shopping Center

Parcel 1

Beginning at a point being North 89°57'00" West 351.83 feet along the south line of 10400 South Street from the Northwest Corner of Lot 3, Albertson's 10400 South Street Subdivision as found and on file at the Salt Lake County Recorders Office, Book 2002, Page 243, and running;

thence Southeasterly 28.06 feet along the arc of a 35.00 foot radius curve to the right(center bears South 44°01'59" West and the long chord bears South 23°00'13" East 27.31 feet with a central angle of 45°55'36;

thence South 0°02'32" east 97.83 feet;

thence Southwesterly 99.28 feet along the arc of a 89.00 foot radius curve to the right(center bears South 89°57'28" West and the long chord bears South 31°54'57" West 94.21 feet with a central angle of 63°54'57");

thence Southwesterly 82.88 feet along the arc of a 120.00 foot radius curve to the left (center bears South 26°07'35" East and the long chord bears South 44°05'19" West 81.24 feet with a central angle of 39°34'13");

thence South 89°57'29" West 17.60 feet to the west line of Albertson's 10400 South Street Subdivision;

thence North 0°02'34" West 261.40 feet along the west line to the Northwest Corner of said Albertson's 10400 South Street Subdivision and being on the south line of 10400 South Street;

thence South 89°57'00" East 113.38 feet along the south line of said 10400 South Street to the point of beginning.

Parcel 2

Lot 2 of that certain ALBERTSON'S 10400 SOUTH STREET SUBDIVISION, recorded September 5, 2002, in Book 2002P, at Page 243, as Instrument No. 8343187, in the Recorder's Office in Salt Lake County, Utah.

Situate in South Jordan City, Salt Lake County, Utah.

**LESS AND EXCEPTING:**

✓ A parcel of land for the widening of the existing highway State Route 151 known as Project No. 0151, being part of an entire tract of property situate in Lot 2, Albertson's 10400 South Subdivision, a subdivision situate in the SE¼NW¼ of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

27-17

810-971-17-17

RC 12/11/07

Beginning at the northeast corner of said Lot 2; and running thence South 6.25 feet along an easterly boundary line of said Lot 2, to a point 58.90 feet perpendicularly distant southerly from the centerline of said project, opposite approximate Engineers Station 100+95.40; thence N. 86°03'17" W. 92.04 feet to the northerly boundary line of said Lot 2; thence S. 89°57'00" E. 91.82 feet along said northerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land in Salt Lake County, State of Utah, contains 287 square feet in area, or 0.007 acres, more or less.

RC 12/11/07

Parcel 3

Lot 3 of that certain ALBERTSON'S 10400 SOUTH STREET SUBDIVISION, recorded September 5, 2002, in Book 2002P, at Page 243, as Instrument No. 8343187, in the Recorder's Office in Salt Lake County, Utah.

Situate in South Jordan City, Salt Lake County, Utah.

RC 12/11/07

Parcel 4

Beginning at a point being North 89°57'00" West 49.51 feet along the south line of 10400 South Street from the Northwest Corner of Lot 3, Albertson's 10400 South Street Subdivision as found and on file at the Salt Lake County Recorders Office, Book 2002, Page 243, and running;

Thence South 166.54 feet;  
Thence West 47.60 feet;  
Thence South 31.00 feet;  
Thence West 161.18 feet;  
Thence North 64°38'12" West 68.42 feet;  
thence Northeasterly 17.09 feet along the arc of a 119.00 foot radius curve to the left(center bears North 67°32'09" West and the long chord bears North 18°20'592" East 17.08 feet with a central angle of 8°13'44");  
thence North 14°14'07" East 49.15 feet;  
thence Northeasterly 12.46 feet along the arc of a 50.00 foot radius curve to the left(center bears North 75°45'53" West and the long chord bears North 7°05'48" East 12.43 feet with a central angle of 14°16'39");  
thence North 0°02'32" West 67.31 feet;  
thence Northeasterly 27.77 feet along the arc of a 35.00 foot radius curve to the right(center bears North 89°57'15" East and the long chord bears North 22°41'12" East 27.05 feet with a central angle of 45°27'54") to the south line of 10400 South Street;  
thence South 89°57'00" East 241.22 feet along the south line of said 10400 South Street to the point of beginning.

RC 12/11/07

600-961-176-007  
27-17-176-176

176-176

Parcel 5

Beginning at the Northwest Corner of Lot 3, Albertson's 10400 South Street Subdivision as found and on file at the Salt Lake County Recorders Office, Book 2002, Page 243, and running;

thence South 197.50 feet along the west line to the Southwest Corner of said Lot 3, Albertson's 10400 South Street Subdivision;  
thence West 67.15 feet along the north line to a Northwest Corner of Lot 2, Albertson's 10400 South Street Subdivision;  
thence South 255.77 feet along the west line to a Southwest Corner of said Lot 2, Albertson's 10400 South Street Subdivision;  
thence East 64.17 feet along the south line to a interior corner of said Lot 2, Albertson's 10400 South Street Subdivision;  
thence South 132.77 feet along the west line of said Lot 2, Albertson's 10400 South Street Subdivision;  
thence West 193.09 feet;  
thence North 327.62 feet;  
thence West 115.65 feet;  
thence South 188.61 feet;  
thence West 116.23 feet;  
thence North 0°02'33" West 136.59 feet;  
thence Northeasterly 100.40 feet along the arc of a 90.00 foot radius curve to the right(center bears North 89°57'27" East and the long chord bears North 31°55'02" East 95.28 feet with a central angle of 63°55'09");  
thence Northeasterly 86.01 feet along the arc of a 119.00 foot radius curve to the left(center bears North 26°07'24" West and the long chord bears North 43°10'13" East 84.15 feet with a central angle of 41°24'45");  
thence South 64°38'12" East 68.42 feet;  
thence East 161.18 feet;  
thence North 31.00 feet;  
thence East 47.60 feet;  
thence North 166.54 feet to the south line of 10400 South Street;  
thence South 89°57'00" East 49.51 feet along the south line of said 10400 South Street to the point of beginning.

RC  
12/11/07

Parcel 6

Beginning at a point being North 89°57'00" West 290.73 feet along the south line of 10400 South Street from the Northwest Corner of Lot 3, Albertson's 10400 South Street Subdivision as found and on file at the Salt Lake County Recorders Office, Book 2002, Page 243, and running;

thence Southwesterly 27.77 feet along the arc of a 35.00 foot radius curve to the left(center bears South 44°34'51" East and the long chord bears South 22°41'12" West 27.05 feet with a central angle of 45°27'54");  
thence South 0°02'32" East 67.31 feet;  
thence Southwesterly 12.46 feet along the arc of a 50.00 foot radius curve to the right(center bears North 89°57'15" East and the long chord bears South 7°05'48" West 12.43 feet with a central angle of 14°16'39");  
thence South 14°14'07" West 49.15 feet;  
thence Southwesterly 103.10 feet along the arc of a 119.00 foot radius curve to the right(center bears North 75°45'53" West and the long chord bears South 39°03'22" West 99.91 feet with a central angle of 49°38'29");  
thence Southwesterly 100.40 feet along the arc of a 90.00 foot radius curve to the left(center bears South 26°07'24" East and the long chord bears South 31°55'02" West 95.28 feet with a central angle of 63°55'09");  
thence South 0°02'33" East 136.59 feet;  
thence East 116.23 feet;  
thence North 188.61 feet;  
thence East 115.65 feet;  
thence South 327.62 feet;  
thence East 193.09 feet to the west line of Lot 2, Albertson's 10400 South Street Subdivision;  
thence South 156.58 feet along the west line to the Southwest Corner of said Lot 2, Albertson's 10400 South Street Subdivision;  
thence North 89°57'00" West 461.67 feet along the south line to the Southwest Corner of said Albertson's 10400 South Street Subdivision;  
thence North 0°02'34" West 481.22 feet along the west line of said Albertson's 10400 South Street Subdivision;  
thence North 89°57'29" east 17.60 feet;  
thence Northeasterly 82.88 feet along the arc of a 120.00 foot radius curve to the right(center bears South 65°41'48" East and the long chord bears North 44°05'19" East 81.24 feet with a central angle of 39°34'13");  
thence Northeasterly 99.28 feet along the arc of a 89.00 foot radius curve to the left(center bears North 26°07'35" West and the long chord bears North 31°54'57" East 94.21 feet with a central angle of 63°54'57");  
thence North 0°02'32" West 97.83 feet;  
thence Northwesterly 28.06 feet along the arc of a 35.00 foot radius curve to the left(center bears South 89°57'35" West and the long chord bears North 23°00'13" West 27.31 feet with a central angle of 45°55'36") to the south line of 10400 South Street;  
thence South 89°57'00" East 61.10 feet along the south line of said 10400 South Street to the point of beginning.

RC  
12/11/07



Parcel 7

✓ Lot 7 of that certain ALBERTSON'S 10400 SOUTH STREET SUBDIVISION, recorded September 5, 2002, in Book 2002P, at Page 243, as Instrument No. 8343187, in the Recorder's Office in Salt Lake County, Utah.

Situate in South Jordan City, Salt Lake County, Utah.

LESS AND EXCEPTING:

✓ A parcel of land for the widening of the existing highway State Route 151 known as Project No. 0151, being part of an entire tract of property situate in Lot 7, Albertson's 10400 South Subdivision, a subdivision situate in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the northeast corner of said Lot 7; and running thence South 15.44 feet along an easterly boundary line of said Lot 7; thence N. 86°03'07" W. 135.22 feet to the westerly boundary line of said Lot 7, to a point 58.90 feet perpendicularly distant southerly from the centerline of said project, opposite approximate Engineers Station 100+95.40; thence N. 6.25 feet along said westerly boundary line to the northwest corner of said Lot 7; thence S. 89°57'00" E. 134.90 feet along the northerly boundary line of said Lot 7 to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land in Salt Lake County, State of Utah, contains 1463 square feet in area, or 0.034 acres, more or less.

BC 12/11/07

Parcel 8

✓ Lot 8 of that certain ALBERTSON'S 10400 SOUTH STREET SUBDIVISION, recorded September 5, 2002, in Book 2002P, at Page 243, as Instrument No. 8343187, in the Recorder's Office in Salt Lake County, Utah.

Situate in South Jordan City, Salt Lake County, Utah.

LESS AND EXCEPTING:

✓ A parcel of land for the widening of the existing highway State Route 151 known as Project No. 0151, being part of an entire tract of property situate in Lot 8, Albertson's 10400 South Subdivision, a subdivision situate in the SE $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the northeast corner of said Lot 8; and running thence South 15.44 feet along a westerly boundary line of said Lot 8; thence S. 86°03'17" E. 20.49 feet to a point 69.46 feet perpendicularly distant southerly from the centerline of said project, opposite Engineers Station 102+50.75; thence S. 89°56'32" E. 186.69 feet along a line parallel to said centerline; thence

27-17-176-029

110-961-11-12

S. 47°26'42" E. 42.70 feet to the easterly boundary line of said Lot 8; thence N. 34°37'57" W. 55.57 feet along a northeasterly boundary line to the northeast corner of said Lot 8; thence N. 89°57'00" W. 207.00 feet along said northerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land in Salt Lake County, State of Utah, contains 3736 square feet in area, or 0.086 acres, more or less.

RL  
12/11/07

**SCHEDULE II**  
to First Amendment to Declaration of Restrictions and Easements

Description of Permanent Service Drives

6/31/02  
bea

Parcel 1  
A Private Road  
Located in the Northwest Quarter of Section 17  
Township 3 South, Range 1 West, Salt Lake Base & Meridian

Beginning at a point on the south line of 10400 South Street, said point being North 00°02'13" West 1,167.55 feet along the section line and North 89°57'00" West 1,210.79 feet along the centerline of said 10400 South Street and South 63.00 feet from the Center of Section 17 Township 3 South, Range 1 West, Salt Lake Base & Meridian, and running;

thence South 89°57'00" East 61.10 feet along the south line of 10400 South Street;  
thence Southwesterly 27.77 feet along an arc of a 35.00 foot radius curve to the left (center bears South 44°36'04" East long chord bears South 22°41'12" West 27.05 feet with a central angle of 45°27'28");

thence South 00°02'32" East 67.31 feet;

thence Southerly 12.46 feet along an arc of a 50.00 foot radius curve to the right (center bears South 89°57'28" West long chord bears South 07°05'48" West 12.43 feet with a central angle of 14°16'39");

thence South 14°14'07" West 49.15 feet;

thence Southwesterly 103.10 feet along an arc of a 119.00 foot radius curve to the right (center bears North 75°46'53" West long chord bears South 39°03'22" West 99.91 feet with a central angle of 49°38'29");

thence Southwesterly 100.40 feet along an arc of a 90.00 foot radius curve to the left (center bears South 26°07'24" East long chord bears South 31°55'02" West 95.28 feet with a central angle of 63°55'09");

thence South 00°02'33" East 431.82 feet;

thence North 89°57'00" West 30.00 feet;

thence North 00°02'33" West 431.77 feet;

thence Northeasterly 133.87 feet along an arc of a 120.00 foot radius curve to the right (center bears North 89°57'27" East long chord bears North 31°55'02" East 127.04 feet with a central angle of 63°55'09");

thence Northeasterly 77.11 feet along an arc of a 89.00 foot radius curve to the left (center bears North 26°07'24" West long chord bears North 39°03'22" East 74.72 feet with a central angle of 49°38'29");

thence Northerly 22.10 feet along an arc of a 88.68 foot radius curve to the left (center bears North 75°46'53" West long chord bears North 07°05'48" East 22.04 feet with a central angle of 14°16'39");

thence North 00°02'32" West 97.90 feet to the point of beginning.

Containing ~~25,048.55~~ square feet, 0.57 acres

24,990

ABS: JHM

RL  
12/11/07

6/06/02  
JHM

Parcel 2  
A 30.0 foot Cross-access Easement  
Located in the Northwest Quarter of Section 17  
Township 3 South, Range 1 West, Salt Lake Base & Meridian

✓ Beginning at a point on the south line of 10400 South Street, said point being North 00°02'13" West 1,157.55 feet along the section line and North 89°57'00" West 875.96 feet along the centerline of said 10400 South Street and South 53.00 feet from the Center of Section 17 Township 3 South, Range 1 West, Salt Lake Base & Meridian, and running;

thence South 89°57'00" East 30.00 feet along the south line of said 10400 South Street;  
thence South 213.90 feet;  
thence West 275.19 feet;  
thence North 65°58'39" West 72.41 feet;  
thence Northeasterly 30.08 feet along an arc of a 119.00 foot radius curve to the left (center bears North 58°45'45" West long chord bears North 23°59'46" East 30.00 feet with a central angle of 14°28'58");  
thence South 65°58'39" East 66.03 feet;  
thence East 238.82 feet;  
thence North 183.92 feet to the point of beginning.

Containing 15,732 square feet, 0.36 acres

RC 12/11/07

Parcel 3  
A 30.0 foot Cross-Access Easement  
Located in the Northwest Quarter of Section 17  
Township 3 South, Range 1 West, Salt Lake Base & Meridian

✓ Beginning at a point being North 00°02'13" West 645.15 feet and West 862.27 feet from the Center of Section 17 Township 3 South, Range 1 West, Salt Lake Base & Meridian, and running;

thence West 424.96 feet;  
thence North 00°02'33" West 30.00 feet;  
thence East 360.81 feet;  
thence South 23.12 feet;  
thence East 64.17 feet;  
thence South 6.88 feet to the point of beginning.

Containing 11,265 square feet, 0.26 acres

RC 12/11/07

5/31/02  
bea

**Parcel 4**  
**A 30.0 foot Cross-Access Easement**  
**Located in the Northwest Quarter of Section 17**  
**Township 3 South, Range 1 West, Salt Lake Base & Meridian**

✓ Beginning at a point being North 00°02'13" West 372.67 feet along the section line and West 862.44 feet from the Center of Section 17 Township 3 South, Range 1 West, Salt Lake Base & Meridian, and running

thence North 89°57'00" West 424.76 feet;  
thence North 00°02'33" West 30.00 feet;  
thence South 89°57'00" East 424.78 feet;  
thence South 30.00 feet to the point of beginning.

Containing 12,743.05 square feet, 0.29 acres

RL  
12/11/07

6/06/02  
JHM

**Parcel 5**  
**A Cross-access Easement**  
**Located in the Northwest Quarter of Section 17**  
**Township 3 South, Range 1 West, Salt Lake Base & Meridian**

✓ Beginning at a point North 00°02'13" West 372.07 feet along the section line and West 169.39 feet from the Center of Section 17 Township 3 South, Range 1 West, Salt Lake Base & Meridian, and running;

thence North 89°57'00" West 319.27 feet;  
thence North 83.00 feet;  
thence South 89°57'00" East 81.00 feet;  
thence North 00°03'00" East 11.00 feet;  
thence South 89°57'00" East 202.19 feet;  
thence North 00°02'19" West 178.81 feet;  
thence West 293.91 feet;  
thence North 9.00 feet;  
thence East 16.35 feet;  
thence North 21.00.00 feet;  
thence East 313.55 feet;  
thence South 00°02'19" East 302.84 feet to the point of beginning.

Containing 45,110 square feet, 1.035 acres

RL 12/11/07

Parcel 6  
An Easement  
Located in the Northwest Quarter of Section 17  
Township 3 South, Range 1 West, Salt Lake Base & Meridian

✓ Beginning at a point on the south line of 10400 South Street point being North  $00^{\circ}02'13''$  West 1094.92 feet along the section line and West 467.44 feet from the Center of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running:

thence Southwesterly 16.16 feet along the arc of a 34.50 foot radius curve to the left (center bears South  $63^{\circ}11'56''$  East and the chord bears South  $13^{\circ}22'30''$  West 16.01 feet with a central angle of  $26^{\circ}50'23''$ );

thence South 33.69 feet;

thence West 51.89 feet;

thence North 22.43 feet;

thence South  $89^{\circ}59'34''$  East 6.43 feet;

thence Northeasterly 7.06 feet along the arc of a 4.50 foot radius curve to the left (center bears North  $00^{\circ}01'42''$  West and the chord bears North  $45^{\circ}00'26''$  East 6.36 feet with a central angle of  $89^{\circ}55'43''$ );

thence North  $00^{\circ}00'26''$  East 6.99 feet;

thence Northwesterly 19.91 feet along the arc of a 34.50 foot radius curve to the left (center bears North  $89^{\circ}59'24''$  West and the chord bears North  $16^{\circ}31'27''$  West 19.63 feet with a central angle of  $33^{\circ}03'37''$ ) to a point on the south line of said 10400 South Street;

thence South  $86^{\circ}03'10''$  East 50.37 feet along the south line of said 10400 South Street to the point of beginning.

Contains 2,388 square feet. 0.05 acres.

RL  
12/11/07

