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Lowe's HIW, Inc.
1530 Faraday Avenue, Suite 140
Carlsbad, CA 92008

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LOWES HIW INC
1530 FARADAY AVE STE 140
CARLSBAD CA 92008
BY: ZJM, DEPUTY - WI 7 P.

**SECOND AMENDMENT TO
EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS SECOND AMENDMENT TO EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS ("Amendment") is entered into as of DECEMBER 9, 2011, by and between RIVERTON MEADOWS, LLC, a Utah limited liability company, as successor in interest to 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" and collectively as the "Parties").

Under Riverton Meadows Subdivision

RECITALS

WHEREAS, the Parties entered into that certain Easements, Covenants, Conditions and Restrictions dated July 29, 2005 and recorded July 29, 2005 as document number 9446111 in Book 9166 at Page 4403 in the Official Records of Salt Lake County, Utah, regarding certain real property located in the City of Riverton, Utah (the "ECC&Rs"), as amended by that certain First Amendment to Easements, Covenants, Conditions and Restrictions dated September 27, 2007 and recorded November 15, 2007 as document number 10276271 in Book 9537 at Page 6173 (the "First Amendment") (the ECCRs and the First Amendment are collectively referred to herein as the "ECC&Rs"); and

WHEREAS, the Parties are the Consenting Parties to the ECC&Rs; and

WHEREAS, the Consenting Parties desire to amend the ECC&Rs to modify the Permissible Building Area for Developer Parcel G, to modify the Maximum Square Footages for Developer Parcels G and F, to modify the exclusive use provisions for the benefit of Lowe's provided in Section 3.4, and such other matters as further described and provided for herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the sufficiency of which consideration is acknowledged by each Party hereto, it is hereby agreed as follows:

AMENDMENT

1. Recitals. The Recitals set forth above are incorporated in this Amendment by reference, and shall form an integral part of this Amendment. The ECC&Rs, as amended, supplemented, superseded and confirmed by this Amendment, is hereinafter referred to as the "ECC&Rs".



Riverton, UT #2296
ECC&Rs Second Amendment

2. Definitions. Unless defined herein, all capitalized terms used herein shall have the meaning provided by the ECC&Rs.

3. Revised Site Plan of Permissible Building Area. The Site Plan for Permissible Building Area labeled as "Exhibit "C", Page 1" is hereby deleted in its entirety and replaced with "Revised Exhibit "C", Page 1" ("Site Plan of Revised Permissible Building Area") attached hereto and incorporated by this reference.

4. Re-alignment of Developer Parcel G ("PBA" G). Pursuant to Section 4.1(A), the Consenting Parties hereby consent to the re-orientation of the Permissible Building Area for Developer Parcel G ("PBA" G) as approximately depicted on Revised Exhibit "C", Page 1, with the entrances for Developer Parcel G ("PBA" G) facing west/southwest, as approximately depicted on the Revised Exhibit "C", Page 1.

5. Modification of Maximum Square Footages of Developer Parcels "PBA" F and "PBA" G and Addition of Permissible Building Areas. Pursuant to Section 4.1(A), the Consenting Parties hereby consent to: (i) the modifications of the Maximum Square Footages for Developer Parcels "PBA" F and "PBA" G, as identified on the Revised Exhibit "C", Page 1, with the Maximum Square Footage of Developer Parcel "PBA" F being hereby reduced by 7,943 square feet from 24,700 square feet to 16,757 square feet, and the Maximum Square Footage of Developer Parcel "PBA" G being hereby increased by 2,443 square feet from 3,200 square feet to 5,643 square feet; and (ii) the two (2) additional Permissible Building Areas located within the Lowe's Parcel, and one (1) additional Permissible Building Area located within the Developer Parcels identified as Developer "PBA" I with a Maximum Square Footage of 5,500 square feet, all as approximately depicted on the Site Plan of Revised Permissible Building Area.

6. Modification to Section 3.4- Exclusive Use Restriction For the Benefit of the Lowe's Parcel. Section 3.4 is hereby deleted in its entirety and replaced with the following new Section 3.4:

"Section 3.4. Exclusive Use Restriction For the Benefit of the Lowe's Parcel:

(A) No portion of the Shopping Center other than the Lowe's Parcel may be used by a store whose predominant business is for any of the following purposes:

- (i) A hardware store or center.
- (ii) An appliance store and/or lighting store or center
- (iii) A nursery and/or lawn and garden store or center (including any outdoor areas) and/or a store or center for the sale of live Christmas trees.
- (iv) A paint store or center, wall paper or wall covering store or center, tile store or center, flooring store or center, carpeting store or center, and/or a window furnishing/blinds store or center. Such restriction shall not exclude a furniture store; art gallery or store whose primary purpose is selling fine art posters, sculptures and/or other art objects; a store whose primary purpose is selling household goods and/or decor, including but not limited to Pier 1 Imports, World Market, TJ Maxx, Ross etc; an arts and crafts store such as Michaels; or an office supply store such as Office Depot, Office Max or Staples.
- (v) A barbecue store or center. Such restriction shall not exclude barbecue restaurants.

Riverton, UT #2296
ECC&Rs Second Amendment

(vi) A retail and/or warehouse home improvement center, lumber yard, building materials supply center, home improvement service center and/or other stores or centers similar to those operated by or as Lowe's, Home Depot, Home Depot Expo, Villagers Hardware, 84 Lumber, Wickes, Hughes Lumber, McCoys, Menard's, stores operating under the Sears name (including, without limitation, Sears Hardware and Sears Home Appliance Showroom) or selling Sears branded goods (e.g. Craftsman, Kenmore), Great Indoors, Pacific Sales, hhgregg, Conn's, Sutherlands, Scotty's and Orchard Supply.

(B) These restrictions or exclusive rights shall also apply to prohibit a business having space in its store devoted to selling the merchandise described in subparagraphs (A)(i) through (A)(vi) when the aggregate of such space (including any outdoor areas) for all such items exceeds the lesser of (i) five percent (5%) of the floor area of such building (which shall include an allocable portion of the aisle space adjacent to the floor area of such use) or (ii) 1,000 square feet of floor area (which shall include an allocable portion of the aisle space adjacent to the floor area of such use).

(C) The restrictions in this Section 3.4 shall remain in effect until the date that is three (3) years after Lowe's, its successors, assigns or tenants cease operating a business on the Lowe's Parcel, excluding periods of building, expansion or rebuilding, for any reason, at which point the restrictions contained in Section 3.4 will no longer be of any force or effect until such time (if any) as Lowe's or its successors, assigns or tenants shall re-open a store on any portion of the Lowe's Parcel for any one of the foregoing uses (in which case such restrictions shall be reinstated), which reopening shall not prohibit uses in violation of such exclusives if such uses were begun during such time as the above exclusive use restrictions were of no force and/or effect."

7. Modification of Section 7.4. Notices. The addresses for Notices to Developer and Lowe's in Section 7.4 of the ECC&Rs is hereby deleted and replaced with the following:

"To Developer: Riverton Meadows, LLC
c/o Wadsworth Development Group, LLC
Attention: Kip Wadsworth, Manager
166 East 14000 South, Suite 210
Draper, Utah 84020

To Lowe's: Lowe's HIW, Inc.
1530 Faraday Avenue, Suite #140
Carlsbad, CA 92008
Attention: Real Estate

With an Additional Copy to:
Lowe's HIW, Inc.
Box 1000
 Mooresville NC 28115

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Riverton, UT #2296
ECC&Rs Second Amendment

(Street Address):1000 Lowe's Blvd., Mooresville, NC 28117
Attention: Legal Department (NB6LG)"

8. Conflicts/Ratification. If there is any conflict between the provisions of the ECC&Rs and this Amendment, the provisions of this Amendment shall control. Except as modified by this Amendment, the ECC&Rs is hereby ratified by the Parties hereto and remains in full force and effect. Each of the Parties hereto represents and warrants that it has the full capacity, right, power and authority to execute, deliver and perform this Amendment, and all required actions, consents and approvals therefore have been duly taken and obtained. Furthermore, each of the Parties hereto represents and warrants that upon full execution of this Amendment, the ECC&Rs as amended by this Amendment shall be binding on all Parties hereto with any interest in their respective Parcels, including the holder of any mortgagee's interest.

9. Entire Agreement. This Amendment constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof and supersedes any prior written or oral agreements pertaining thereto.

10. Counterparts. This Amendment may be executed in counterparts, provided each counterpart is identical in terms or with counterpart signature pages, which upon execution by all of the Parties hereto shall constitute one integrated agreement.

11. Recordation. This Amendment shall be recorded in the Official Records of the Salt Lake County Recorder, State of Utah.

12. Captions. The captions appearing in this Amendment are for convenience only and are not a part of this Amendment and do not in any way limit, amplify, define, construe or describe the scope or intent of the terms or provisions of this Amendment.

13. Successors. The provisions of this Amendment shall bind and inure to the benefit of the respective heirs, representatives, successors and assigns of the Parties hereto.

14. Submission. Submission of this Agreement for examination and/or execution shall not in any manner bind either party or become effective until this Amedment is signed and delivered by both parties.

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

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



Riverton, UT #2296
ECC&Rs Second Amendment

Signature Page for Lowe's (Second Amendment to ECCRs):

LOWE'S:

LOWE'S HIW, INC.,
a Washington corporation

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

✓
✗

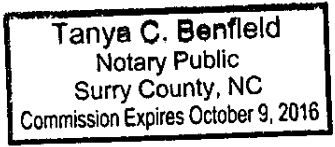
STATE OF NORTH CAROLINA)
COUNTY OF WILKES)

I, Tanya C. Benfield, do hereby certify
that Gary E. Wyatt, personally appeared
before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 9th day of December, 2011.

My commission expires: _____

Tanya C. Benfield
Notary Public



✓

Riverton, UT #2296
ECC&Rs Second Amendment

Signature Page for Developer (Second Amendment to ECCRs):

DEVELOPER:

RIVERTON MEADOWS, LLC,
a Utah limited liability company

By: **Wadsworth & Sons II, LLC**
a Utah limited liability company, its Manager

By: _____
Kip Wadsworth

Its: _____
Operations Manager

State of Utah)

County of Salt Lake)

I, Susan Forbush, do hereby certify that Kip Wadsworth, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 7 day of December, 2011.

My commission expires: 10/11/15 Susan Forbush
Notary Public

(Seal) 

Riverton, UT #2296
ECC&Rs Second Amendment

Revised Exhibit "C"
Page 1
(Site Plan- Revised Permissible Building Area)

