

After Recording Return To:

Kendra Smith
WinCo Foods LLC
650 N. Armstrong Place
Boise, ID 83704

FIRSTAM NW AW WinCo
Accommodation recording only;
document not reviewed and
no insurance provided

13825952
11/16/2021 4:23:00 PM \$40.00
Book - 11270 Pg - 455-462
RASHELLE HOBBS
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 8 P.

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Salt Lake County, Utah

FOURTH AMENDMENT TO DECLARATION OF EASEMENTS AND COVENANTS

This Fourth Amendment to Declaration of Easements and Conditions ("Amendment") dated for reference purposes as of November 8, 2021, is entered into by WINCO FOODS, LLC ("WinCo").

RECITALS

A. WinCo and WEST VALLEY PAVILION, LLC ("Kornwasser") entered into that certain Declaration of Easements and Covenants dated August 7, 2008 and recorded in the Official Records of Salt Lake County, Utah on August 7, 2008 as Instrument No. 10494814, as amended by that certain First Amendment to Declaration of Easements and Conditions dated December 23, 2009 and recorded in the Official Records of Salt Lake County, Utah on December 23, 2009 as Instrument No. 10865205, as amended by that certain Second Amendment to Declaration of Easements and Conditions dated June 1, 2010 and recorded in the Official Records of Salt Lake County, Utah on June 2, 2010 as Instrument No. 10964013, and as further amended by that certain Third Amendment to Declaration of Easements and Conditions dated September 2, 2020 and recorded in the Official Records of Salt Lake County, Utah on September 2, 2020 as Instrument No. 13382473 (collectively, the "DEC").

B. Section 7.8(e) of the DEC provides that the DEC may be amended by a written agreement signed by WinCo, as the Approving Party, and Kornwasser, so long as Kornwasser remains the owner of any Tract. Kornwasser no longer is the owner of any Tract under the DEC.

C. WinCo desires to enter into this Amendment to modify the DEC as set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WinCo states as follows:

1. **Capitalized Terms.** Except as otherwise defined in this Amendment, all capitalized terms used in this Amendment shall have the meanings given such terms in the DEC.

2. Replacement of Site Plan. Due to a scrivener's error on the Site Plan attached to previous amendments, the Site Plan attached to the DEC is hereby deleted in its entirety and replaced with the Site Plan attached to this Amendment as **Exhibit B**. All references in the DEC to the "Site Plan" shall mean and refer to the Site Plan attached hereto as **Exhibit B**.

3. Replacement of the Signage Plan. Due to a scrivener's error on the Site Plan attached to previous amendments, the Signage Plan attached to the DEC is hereby deleted in its entirety and replaced with the Signage Plan attached to this Amendment as **Exhibit C**. All references in the DEC to the "Signage Plan" shall mean and refer to the Signage Plan as amended by **Exhibit C**.

4. No Other Modifications. The parties acknowledge that the DEC remains in full force and effect and has not been amended or modified, except as set forth herein.

5. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one fully-executed document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this Amendment as of the date first set forth above.

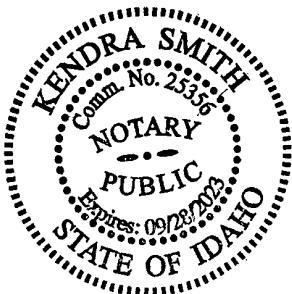
WINCO FOODS, LLC

By: Isaac Kimball
Name: Isaac Kimball
Title: VP, ACCOUNTING

STATE OF IDAHO)
)ss:
COUNTY OF ADA)

On this 8th day of November, 2021, before me, a Notary Public, personally appeared Isaac Kimball, known or proved to me to be the V.P. Acc of WinCo Foods, LLC, a Delaware limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same in the name and on behalf of said company.

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



Kendra Smith
Notary Public
Residing at Boise, ID
My Commission expires 09/28/2023

EXHIBIT A

LEGAL DESCRIPTION

WINCO TRACT

That certain real property situated in the City of West Valley, County of Salt Lake, State of Utah, and more particularly described as follows:

Lot 1, West Valley Pavilion, according to the official plat thereof, recorded in the office of the Salt Lake County Recorder.

KORNWASSER TRACT

That certain real property situated in the City of West Valley, County of Salt Lake, State of Utah, and more particularly described as follows:

Lots 2, 3, 4, 5, 6 and 7, West Valley Pavilion, according to the official plat thereof, recorded in the office of the Salt Lake County Recorder.

Assessor Parcel Nos.:

14-23-477-001-0000
14-23-477-002-0000
14-23-477-004-0000
14-23-477-009-0000
14-23-477-010-0000
14-23-477-011-0000
14-23-477-012-0000

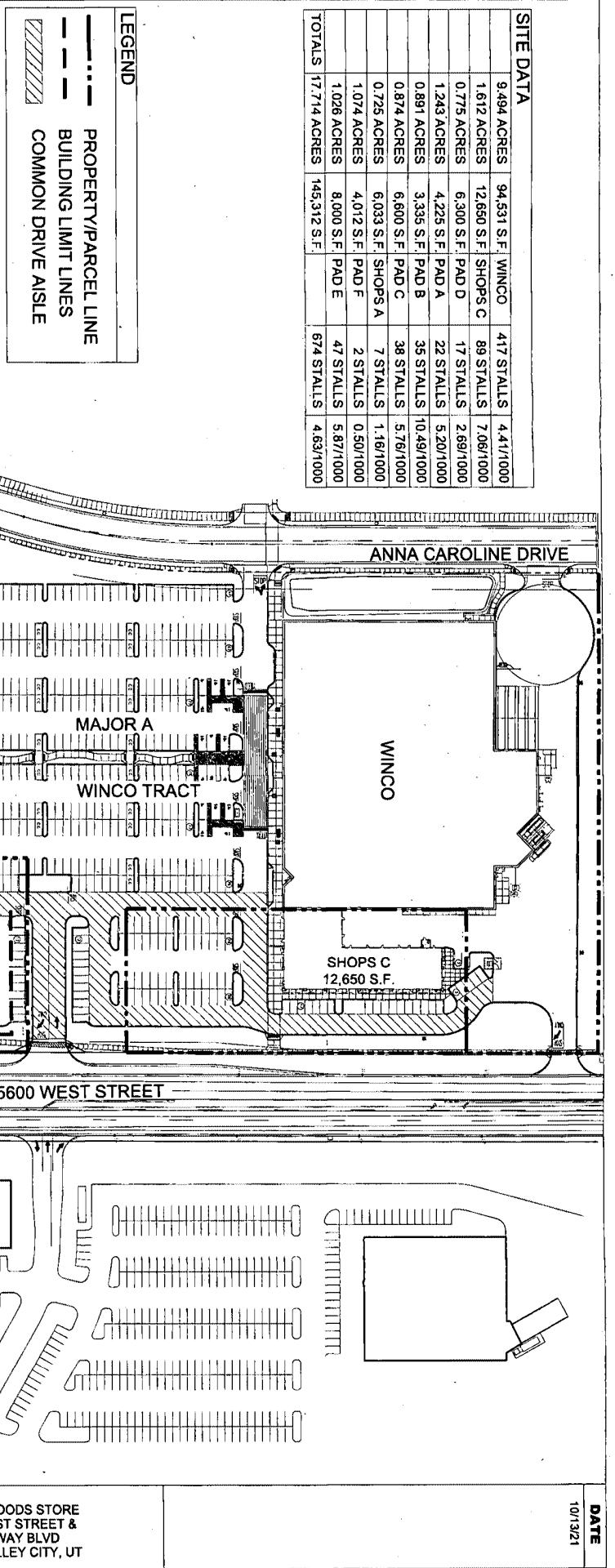
EXHIBIT B

Site Plan

(See attached.)

SITE PLAN

SCALE: 1" = 40'-0"



DATE
10/13/21

**WinCo
FOODS**

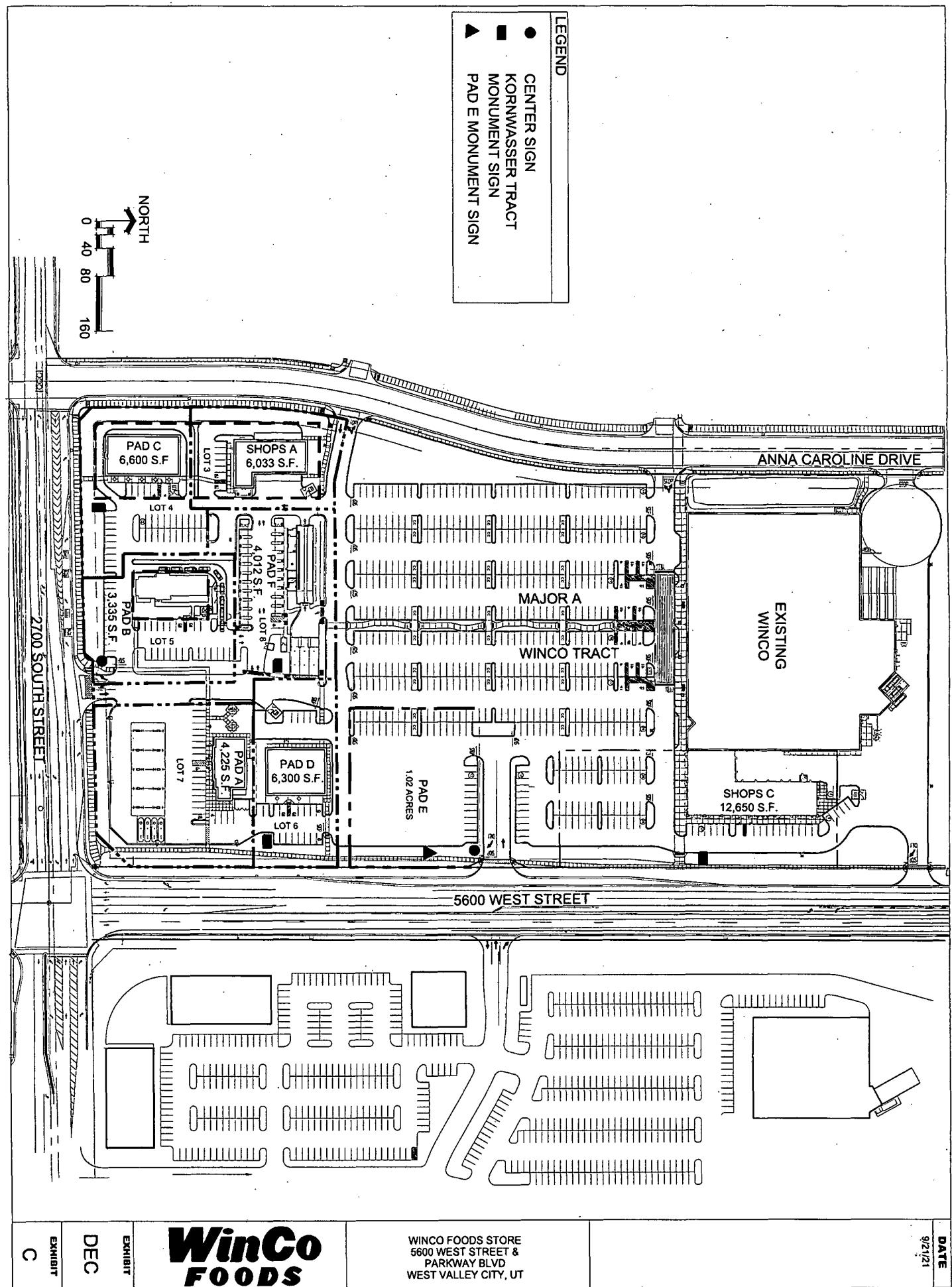
WINCO FOODS STORE
5600 WEST STREET &
PARKWAY BLVD
WEST VALLEY CITY, UT

EXHIBIT
HUMAN BEAN
LEASE
EXHIBIT
B

EXHIBIT C

Signage Plan

(See attached.)



WinCo FOODS

WINCO FOODS STORE
5600 WEST STREET &
PARKWAY BLVD
WEST VALLEY CITY, UT

C

EXHIBIT

DATE

BK 11270 PG 462