

112 Pioneer Square

RETURN RECORDED DOCUMENT TO:

Hawkins Companies LLC  
8645 W Franklin Rd.  
Boise, ID 83709  
Attn. Legal Department

14-381-0001,  
0002

~~14-001-0070, 0066, 0069, 0079, 0074~~

E 2013948 B 3613 P 1428  
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2004 AUG 30 4:07 PM FEE 19.00 DEP MT  
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

**FIRST AMENDMENT TO  
RECIPROCAL EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT (the "Amendment") is made and entered into this 18<sup>th</sup> day of August 2004, by BOISE SPECTRUM LLC, an Idaho limited liability company ("Declarant").

RECITALS

A. Declarant entered into that certain Reciprocal Easement Agreement dated February 2, 2004, and recorded on February 5, 2004, as Instrument No. 1960275, in Book 3470, at Page 1005, in the Davis County Recorder's Office ("REA") with respect to the real property legally described on Exhibit A attached hereto, for the mutual and reciprocal benefit and complement of said property, and the present and future owners and occupants thereof

B. Declarant desires to amend the REA as further set forth herein.

AGREEMENTS

NOW, THEREFORE, Declarant amends the REA as follows:

1. Section 1(i) of the REA is deleted in its entirety and replaced with the following:

(i) The term "Access Opening" shall mean that opening and access point, comprised of paving and curbing, to and from the abutting public street, roadway and/or right-of-way, upon, over and across a Parcel, for use of the Driveway as contemplated pursuant to paragraph 2.1(a) below and as shown on the Site Plan.

2. As the legal description of Parcel B was incorrect at the time of the recording of the REA, the legal descriptions attached to the REA as Exhibit "A" are deleted in their entirety, and in its place Exhibit "A" attached hereto is substituted.

3. The Site Plan attached to the REA as Exhibit B is deleted in its entirety and replaced with the Site Plan attached hereto as Exhibit B.

4. Except as modified by the above provisions, all of the terms and conditions of the REA shall remain in full force and effect and are hereby ratified and

ACCOMMODATION RECORDING ONLY.  
FIRST AMERICAN TITLE MAKES NO  
REPRESENTATION AS TO CONDITION OF  
TITLE. NOR DOES IT ASSUME  
ANY RESPONSIBILITY FOR VALIDITY,  
SUFFICIENCY OR AFFECT OF DOCUMENT.

confirmed. Any terms not specifically defined herein shall have the same meaning given in the REA.

5. This Amendment shall also bind and benefit as the case may require, the heirs, legal representatives, assigns and successors of the respective parties and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land.

IN WITNESS WHEREOF, the undersigned has executed this Amendment as of the date first written above.

**DECLARANT:**

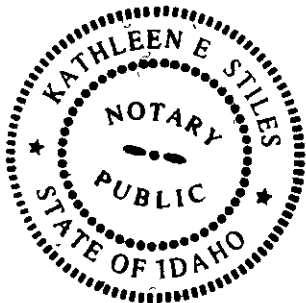
**BOISE SPECTRUM LLC,**  
an Idaho limited liability company

By:   
Gary R. Hawkins, Manager

STATE OF IDAHO            )  
  ) ss.  
County of Ada             )

On this 12<sup>th</sup> day of July, in the year 2004, before me, a Notary Public in and for the State of Idaho, personally appeared Gary Hawkins, known or identified to me to be the Manager of Boise Spectrum LLC, an Idaho limited liability company, who subscribed said company's name to the foregoing instrument, and acknowledged to me that he executed the same in said company's name.

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



Kathleen E. Stiles  
Notary Public for: Idaho  
Residing at: Boise  
My commission expires: 11/5/08

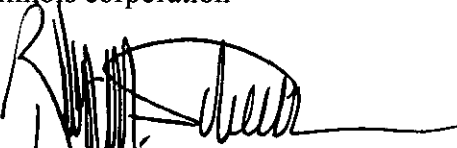
**CONSENT TO FIRST AMENDMENT TO  
RECIPROCAL EASEMENT AGREEMENT**

The undersigned, WALGREEN CO., hereby acknowledges, approves, consents to and agrees to be subject to the foregoing First Amendment to Reciprocal Easement Agreement (the "Agreement"). The undersigns leasehold interest in and to the real property shall be subject to the foregoing Agreement the same as if such Agreement had been recorded prior to the time the undersigned obtained any and all interest in such property, if any.

In Witness whereof, WALGREEN CO. has caused this instrument to be executed this 18<sup>TH</sup> day of July, 2004.

**WALGREEN CO.,**  
an Illinois corporation

*AK*

By:   
Its: DIVISIONAL VICE PRESIDENT

*AK*

**Exhibit "A"**

**Legal Description**

**Parcel A:**

A part of the Northwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Clinton, Davis County, Utah:

Beginning at a point on the East Line of State Road 108 (2000 West Street) as it is proposed to be widened to 55.00 foot half-width being 422.50 feet North 0°07'29" East along the Section Line and 55.00 feet North 89°59'17" East from the West Quarter Corner of said Section 27; and running thence North 89°59'17" East 275.00 feet; thence South 0°07'29" West 10.00 feet; thence North 89°59'17" East 33.00 feet; thence South 0°07'29" West 130.00 feet; thence South 89°59'17" West 251.00 feet; thence North 0°07'29" East 8.52 feet; thence South 89°59'17" West 57.00 feet to the East Line of said State Road 108 (2000 West Street) as widened to 55.00 foot half-width; thence North 0°07'29" East 131.48 feet along said East Line to the point of beginning.

**Parcel B:**

A part of the Northwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in Clinton, Davis County, Utah:

Beginning at a point on the North Line of State Road 37 (1800 North Street) being 212.00 feet North 89°59'17" East along the Quarter Section Line and 42.02 feet North 0°07'29" East from the West Quarter Corner of said Section 27; and running thence South 89°59'17" West 142.00 feet along said North Line; thence North 44°56'37" West 21.19 feet to a point on the East Line of State Road 108 (2000 West Street) as widened to 55.00 foot half-width; thence North 0°07'29" East 234.00 feet along said East Line; thence North 89°59'17" East 57.00 feet; thence South 0°07'29" West 8.52 feet; thence North 89°59'17" East 251.00 feet; thence South 0°07'29" West 240.48 feet to the North Line of State Road 37 (1800 North Street) as widened to 42.02 foot half-width; thence South 89°59'17" West 151.00 feet along said North Line to the point of beginning.

*2 Pioneer Square*

*1 Pioneer Square*

EXHIBIT "B"

