

Recording Requested by
and Upon Recordation Return to:

GRH Clinton LLC and Halker Properties LLC
c/o Hawkins Companies
Attn: Legal Dept.
855 W. Broad Street, Suite 300
Boise, ID 83702

E 2348867 B 4490 P 134-150
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
3/14/2008 10:15:00 AM
FEE \$45.00 Pgs: 17
DEP eCASH REC'D FOR FIRST AMERICAN TITLE

14-381-0001, 0002
14-418-0001, 0008

RECIPROCAL EASEMENT AGREEMENT
WITH COVENANTS, CONDITIONS AND RESTRICTIONS

THIS RECIPROCAL EASEMENT AGREEMENT WITH COVENANTS, CONDITIONS AND RESTRICTIONS (the "Agreement") is made and entered into this 21st day of February, 2008, by and between **GRH CLINTON LLC**, an Idaho limited liability company, and **HALKER PROPERTIES LLC**, an Idaho limited liability company (GRH and Halker collectively, the "Parcel A Owner") and **CLINTON CITY CENTER, LLC**, a Utah limited liability company ("Parcel B Owner").

RECITALS

- A. The Parcel A Owner is the owner of that certain real property situated in the City of Clinton, County of Davis, State of Utah, more particularly described on Exhibit "A" and labeled and depicted as "Parcel A" on Exhibit "B" attached hereto and incorporated herein by this reference ("Parcel A").
- B. The Parcel B Owner is the owner of that certain real property situated in the City of Clinton, County of Davis, State of Utah, more particularly described on Exhibit "A" and labeled and depicted as "Parcel B" on Exhibit "B" attached hereto and incorporated herein by this reference ("Parcel B").
- C. Parcel A Owner and Parcel B Owner intend to develop or allow or cause the development of Parcel A and Parcel B, respectively, as a retail/commercial site.
- D. Parcel A Owner and Parcel B Owner desire to impose easements, covenants, conditions and restrictions on Parcel A and Parcel B for the reciprocal benefit and complement of Parcel A and Parcel B and the present and future owners and occupants thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Parcel A Owner and the Parcel B Owner hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties hereto on behalf of themselves and their respective successors and assigns covenant and agree as follows:

AGREEMENTS

1. Definitions. For purposes hereof:

(a) The term "Owner" or "Owners" shall mean the Parcel A Owner (as to Parcel A), the Parcel B Owner (as to Parcel B), and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subjected to this Agreement as described on Exhibit "A" and depicted on Exhibit "B", that is, Parcel A and Parcel B and any future subdivisions thereof.

(c) The term "Permittees" shall mean the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of (i) the Owner of such Parcel, and/or (ii) such tenant(s) or occupant(s).

(d) The term "Common Area" shall mean those portions of Parcel A and Parcel B that are outside of exterior walls of buildings or other structures from time to time located on the Parcels, and which are either unimproved, or are improved as (without limitation) parking areas, landscaped areas, driveways, roadways, walkways, light standards, curbing, paving, entrances, exits and other similar exterior site improvements, but shall exclude drive-throughs or trash enclosures.

(e) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit "B" and by reference made a part hereof. The Site Plan is for identification purposes only.

(f) The term "Driveway" shall mean those driveways, drive aisles, and related driveway improvements, paving, curbing, entrances and exits, and curb-cuts located on the Parcels as they may exist from time to time, but shall exclude drive-throughs.

(g) 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.

(h) The term "Access Point" shall mean that opening and access point, comprised of paving and curbing, to and from the abutting and adjoining Parcels for use of the Driveway and Access Openings, as they may exist from time to time on and between the Parcels.

2. Easements.

2.1 Grant of Reciprocal Easements. Subject to any express conditions, limitations or reservations contained herein, the Owners hereby grant, establish, covenant and agree that the Parcels, and all Owners and Permittees of the Parcels, shall be benefited and burdened by the following nonexclusive, perpetual and reciprocal easements which are hereby imposed upon the Parcels and all present and future Owner's and Permittees of the Parcels:

An easement for reasonable access, ingress and egress over all paved driveways, roadways and walkways as presently or hereafter constructed and constituting a part of the Common Area of Parcel B and the Common Area of Parcel A including, without limitation, the Driveway and Access Point, so as to provide for the passage of motor vehicles and pedestrians between all portions of the Common Area of such Parcels intended for such purposes, and to and from all abutting streets or rights of way furnishing access to such Parcels.

2.2 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold a) the Owner whose Parcel is subject to the easement and b) the following Permittees: Lowe's HIW, Inc. a Washington corporation ("Lowe's"), and McDonald's USA, LLC, a Delaware limited liability company ("McDonald's"), harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, or damage of or to any person or property arising from the negligent, intentional or willful acts or omissions of such Owner, its contractors, employees, agents, or others acting on behalf of such Owner.

2.3 Access Point. At least one Access Point between Parcel A and Parcel B shall be maintained by the Owners of the respective parcels in order to provide for reasonable use of the easement. The Access Point shall in no event be blocked, closed, or removed. There shall be maintained between the Access Points a smooth and level grade transition to allow the use of the Driveway and Access Openings for pedestrian and vehicular ingress and egress as set forth in paragraph 2.1 above. Except with respect to the Access Points and Access Openings, each Owner shall be permitted to maintain a fence, curbing, landscaping or other improvements along the boundary line of its Parcel.

3. Maintenance.

3.1 General. Until such time as improvements are constructed on a Parcel, the Owner thereof shall maintain the same in a clean and neat condition and shall take such measures as are necessary to control grass, weeds, blowing dust, dirt, litter or debris.

3.2 Buildings and Appurtenances Thereto. Each Owner covenants to keep and maintain, at its sole cost and expense, the building(s) located from time to time on its respective Parcel in good order, condition and repair. Once constructed, in the event of any damage to or destruction of a building on any Parcel, the Owner of such Parcel shall,

at its sole cost and expense, with due diligence either (a) repair, restore and rebuild such building to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement), or (b) demolish and remove all portions of such damaged or destroyed building then remaining, including the debris resulting therefrom, and otherwise clean and restore the area affected by such casualty to a level, graded condition. Nothing contained in subparagraph 3.2(b) shall be deemed to allow an Owner to avoid a more stringent obligation for repair, restoration and rebuilding contained in a lease or other written agreement between an Owner and such Owner's Permittee.

3.3 Common Area. Each Owner of a Parcel covenants at all times during the term hereof to operate and maintain or cause to be operated and maintained at its expense all Common Area located on its Parcel in good order, condition and repair. Following the construction of improvements thereon, maintenance of Common Area shall include, without limitation, maintaining and repairing all sidewalks and the surface of the parking and roadway areas, removing all papers, debris and other refuse from and periodically sweeping all parking and road areas to the extent necessary to maintain the same in a clean, safe and orderly condition, maintaining appropriate lighting fixtures for the parking areas and roadways, maintaining marking, directional signs, lines and striping as needed, maintaining landscaping, maintaining signage in good condition and repair, and performing any and all such other duties as are necessary to maintain such Common Area in a clean, safe and orderly condition. Except as otherwise expressly provided in this Agreement, once constructed, in the event of any damage to or destruction of all or a portion of the Common Area on any Parcel, the Owner of such Parcel shall, at its sole cost and expense, with due diligence repair, restore and rebuild such Common Area to its condition prior to such damage or destruction (or with such changes as shall not conflict with this Agreement). Each Owner reserves the right to alter, modify, reconfigure, relocate and/or remove the Common Areas or building areas on its Parcel, subject to the following conditions: (i) the reciprocal easements between the Parcels pursuant to paragraph 2.1(a) shall not be closed or materially impaired; (ii) the Access Openings, Access Points, Driveway and ingress and egress thereto, and to and from the Parcels and adjacent streets and roads, shall not be so altered, modified, relocated, blocked and/or removed so as to render the easement granted herein unusable or ineffective without the express written consent of all Owners; and (iii) the same shall not violate any of the provisions and easements granted in paragraph 2.

4. Construction of Improvements. Every building (including its appurtenant Common Area improvements), now or in the future constructed on a Parcel, shall be constructed, operated and maintained so that the same is in compliance with all applicable governmental requirements.

5. Restrictions.

5.1 General. Each Parcel shall be used for lawful purposes in conformance with all restrictions imposed by all applicable governmental laws, ordinances, codes, and regulations, and no use or operation shall be made, conducted or permitted on or with respect to all or any portion of a Parcel which is illegal. Each Parcel shall be used only

for banks and financial institutions, service shops, Retail Offices, restaurants, and retail stores or discount stores, all as further subject to the restriction of this Article 5. As used herein, "Retail Offices" means insurance offices, real estate offices, travel agent offices, accountant offices, title insurance and/or escrow offices, and medical offices not used for a specialized clinic or specialized practice (e.g., family planning, blood donation center, cosmetic surgery, immunology, gynecology/obstetrics, indigent services clinic, etc.) unless used for the following specialized practices: pediatrics, cardiac care, orthopedics, dental, podiatrist, ophthalmology/optician, dermatology, endocrinology, family medicine, gastroenterology, neurology, audiology, chiropractic, clinical counseling, marriage and family therapy, physical rehabilitation, psychiatry, psychology, pulmonary medicine, radiology, rheumatology, or urology. In addition to the foregoing, throughout the term of this Agreement, it is expressly agreed that neither all nor any portion of a Parcel shall be used, directly or indirectly, for purposes of a cocktail lounge, bar, disco, bowling alley, pool hall, billiard parlor, skating rink, roller rink, adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, second hand store, odd lot, closeout or liquidation store, auction house, flea market, gymnasium, blood bank, massage parlor, funeral home, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing or storage of automobiles, boats or other vehicles (provided that such restriction shall not prevent the lease of vehicles or equipment by Lowe's HIW, Inc., or its affiliates or subsidiaries), any industrial use (including, without limitation, any manufacturing, smelting, rendering, brewing, refining, chemical manufacturing or processing, or other manufacturing uses), any mining or mineral exploration or development except by non-surface means, a carnival, amusement park or circus (provided that such restrictions shall not prevent a play area associated with a restaurant such as those typically found at a McDonald's restaurant), an assembly hall, off track betting establishment, bingo hall, any use involving the use, storage, disposal or handling of hazardous materials or underground storage tanks, a church, temple, synagogue, mosque, or the like, any facility for the sale of paraphernalia for use with illicit drugs, or any use which creates a nuisance.

In addition to the foregoing, throughout the term of this Agreement, it is expressly agreed that no portion of Parcel A shall be used as a hardware store containing more than 5,500 square feet of useable floor area, an appliance store containing more than 5,500 square feet of usable floor area, a nursery and/or lawn and garden store containing more than 5,500 square feet of usable floor area, a paint store or center, carpeting store or center and/or home décor center containing more than 5,500 square feet of usable floor area or as a retail and/or warehouse home improvement center, lumber yard, building materials supply center, 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, Sears Hardware, Great Indoors, Sutherlands, Scotty's and Orchard Supply (the "Exclusive Uses").

Notwithstanding anything in this Section 5.1 to the contrary, in the event a store for any Exclusive Use is not operated on the Lowe's Parcel (legally described on Exhibit A hereto) for a period in excess of two (2) years (excluding temporary closings due to

alternations, casualty, condemnation, or other unavoidable delays beyond the reasonable control of the Owner of the Lowe's Parcel) the above state exclusive shall be of no further force and/or effect.

5.2 Drive-Throughs. No facility on a Parcel for vehicular drive-up or drive-through, in which the stopping or standing of motor vehicles in line at a location for drop-off and/or pickup is intended, (as, for example, at a restaurant, car wash or bank), shall be assigned, constructed, used or operated in any manner such that motor vehicles in line at such facility stop or stand onto another Parcel and/or the Driveway, or otherwise interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across the other Parcels and/or the Driveway. In addition, valet parking on a Parcel, in which the stopping or standing of motor vehicles at a location for drop off and/or pick up of passengers is intended, shall not be operated in any manner such that motor vehicles shall stop or stand on another Parcel and/or the Driveway so as to interfere with the normal pattern and flow of pedestrian or vehicular traffic on and across the Parcels and/or the Driveway.

6. Insurance. Throughout the term of this Agreement, each Owner shall procure and maintain general and/or comprehensive public liability and property damage insurance against claims for personal injury (including contractual liability arising under the indemnity contained in paragraph 2.2 above), death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof), Lowe's during the term of its ground lease of the Lowe's Parcel including any and all extensions thereof, and McDonald's during the term of its ground lease of Parcel A including any and all extensions thereof, their successors and assigns, as additional insureds. The Owner of a Parcel or its Permittee may elect to self insure so long as the party providing the self insurance maintains a net worth of not less than Fifty Million and 00/100 Dollars (\$50,000,000.00), and/or carry insurance required hereunder under master or blanket policies of insurance.

7. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of Parcel A and Parcel B. No easements, except (i) those expressly set forth in paragraph 2 shall be implied by this Agreement; in that regard, and without limiting the foregoing, no easements for parking, signage, drainage or utilities are granted or implied.

8. Remedies and Enforcement.

8.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall have the right to prosecute any action at law or in equity for full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

8.2 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

8.3 Irreparable Harm. In the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, each Owner agrees that such violation or threat thereof shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation or threat thereof of any of the provisions of paragraphs 2 and/or 5 of this Agreement, the nondefaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin a violation or threat thereof of paragraphs 2 and/or 5 of this Agreement.

9. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Davis County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of Parcel A and Parcel B in accordance with paragraph 11.2 hereof.

10. Miscellaneous.

10.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

10.2 Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of Parcel A and Parcel B evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Davis County, Utah.

10.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an

Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

10.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

10.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

10.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

10.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

10.8 Separability. Each provision of this Agreement and the application thereof to Parcel A and Parcel B are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the parties agree to promptly cause such legal description to be prepared. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

10.9 Time of Essence. Time is of the essence of this Agreement.

10.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

10.11 Notices. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national

overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party. The notice addresses of the Parcel A Owner and the Parcel B Owner are as follows:

Parcel A Owner: GRH Clinton LLC & Halker Properties LLC
c/o Hawkins Companies LLC
855 Broad Street, Suite 300
Boise, Idaho 83702-7153
Att: General Counsel

Parcel B Owner: Clinton City Center, LLC
c/o Wright Development Group, Inc.
1412 S. Legend Hills Dr., Ste 327
Clearfield, Utah 84015

10.12 Governing Law. The laws of the State in which the Parcels are located shall govern the interpretation, validity, performance, and enforcement of this Agreement.

10.13 Estoppel Certificates. Each Owner, within twenty (20) day of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner, a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

10.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.


10.15 Conflicts. In the event of any conflict between this Agreement and that certain Easements, Covenants, Conditions and Restrictions, recorded on November 20, 2007, as Entry No. 2322284, at Book 4413, Page 1462 in the office of the Davis County Recorder (the "ECC&R"), the ECC&R will control.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.


PARCEL A OWNER:

GRH CLINTON LLC,
an Idaho limited liability company

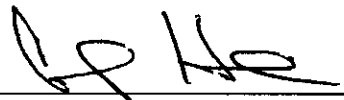
By: 
Gary R. Hawkins, Manager

PARCEL B OWNER:

CLINTON CITY CENTER, LLC,
a Utah limited liability company

By: 
Gary M. Wright, Manager

HALKER PROPERTIES LLC, an Idaho
limited liability company

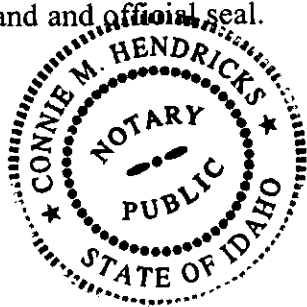
By: 
Colby Halker, Manager

- Exhibit "A" - Legal Descriptions of Parcel A, Parcel B, and Lowe's Parcel.
- Exhibit "B" - Site Plan (for identification purposes only).

STATE OF IDAHO)
)ss.
County of ADA)

On February 15, 2008, before me, the undersigned Notary Public, personally appeared **Gary R. Hawkins** as Manager of **GRH Clinton LLC** and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities and that by his signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

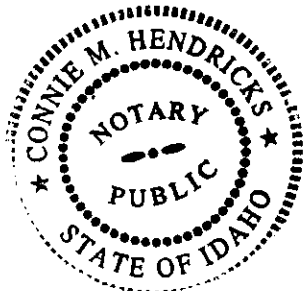


[Signature]
Notary Public, State of Idaho
Residing at: Boise
My Commission Expires: 6/22/08

STATE OF IDAHO)
)ss.
County of ADA)

On February 15, 2008, before me, the undersigned Notary Public, personally appeared **Colby Halker** as Manager of **Halker Properties LLC** and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities and that by his signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



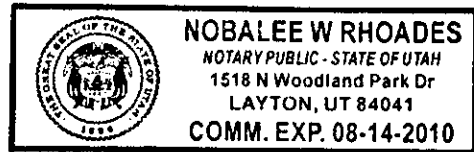
[Signature]
Notary Public, State of Idaho
Residing at: Boise
My Commission Expires: 6/22/08

STATE OF UTAH)
)ss.
County of DAVIS)

On February 6, 2008, before me, the undersigned Notary Public, personally appeared **Gary M. Wright**, as manager of **Clinton City Center, LLC**, a Utah limited liability company and personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities and that by his signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

M. Nobalee W. Rhoades
Notary Public, State of Utah
Residing at: Layton, Ut.
My Commission Expires: 8-14-10



CONSENT OF LOWE'S

Lowe's HIW, Inc., a Washington corporation, as a consenting party under the ECC&R recorded against Parcel B hereby consents to the foregoing Agreement and shall be subject to the easements granted herein.

LOWE'S HIW, INC.,
a Washington corporation

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

*RD
KSA*

STATE OF North Carolina)
:ss
COUNTY OF Wilkes)

The foregoing instrument was acknowledged before me this 21st day of February, 2008, by Gary E. Wyatt, Sr. Vice President of Lowe's HIW, Inc, a Washington corporation.

[Signature: Sheila H. Vannoy]
NOTARY PUBLIC
Residing at: N. Wilkesboro, NC

My commission expires:
10-6-08

SHEILA H. VANNOY
Notary Public
North Carolina - Wilkes County
My Commission Expires 10-6-08

CONSENT OF McDONALD'S

McDonald's USA, LLC, a Delaware limited liability company, as Ground Lessee under that certain Ground Lease for Parcel A a memorandum of which was recorded on December 7, 2007, as Entry No. 2326286, at Book 4424, Page 764 in the office of the Davis County Recorder, does hereby consent to the forgoing Agreement and shall be subject to the easements granted herein.

McDONALD'S USA, LLC,
a Delaware limited liability company

By: *Timothy J. Slattery*
Name: Timothy J. Slattery
Title: Senior Counsel

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, Janeth Rubi, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Timothy J. Slattery, as Senior Counsel of **McDONALD'S USA, LLC, a Delaware limited liability company**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of said company for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 14th day of February, 2008.

Janeth Rubi
Notary Public

My commission expires 10/22/09.



EXHIBIT A**LEGAL DESCRIPTIONS****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 $0^{\circ}07'29''$ East along the Section Line and 55.00 feet North $89^{\circ}59'17''$ East from the West Quarter Corner of said Section 27; and running thence North $89^{\circ}59'17''$ East 275.00 feet; thence South $0^{\circ}07'29''$ West 10.00 feet; thence North $89^{\circ}59'17''$ East 33.00 feet; thence South $0^{\circ}07'29''$ West 130.00 feet; thence South $89^{\circ}59'17''$ West 251.00 feet; thence North $0^{\circ}07'29''$ East 8.52 feet; thence South $89^{\circ}59'17''$ 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 $0^{\circ}07'29''$ East 131.48 feet along said East Line to the point of beginning.

Parcel B:

A part of Lot 1, Clinton City Center Plat, Clinton City, Davis County, Utah being a part of the Northwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 761.13 feet North $89^{\circ}59'21''$ East along the Quarter Section line and 42.00 feet North $0^{\circ}05'03''$ West from the Southwest corner of said Quarter Section; and running thence South $89^{\circ}59'21''$ West 398.10 feet along the North right of way line of 1800 North Street; thence North $0^{\circ}07'29''$ East 370.50 feet thence North $89^{\circ}59'22''$ West 33.00 feet; thence North $0^{\circ}07'29''$ East 9.22 feet; thence North $89^{\circ}59'31''$ West 275.00 feet; to the East right of way line of 2000 West Street; thence North $0^{\circ}07'29''$ East 239.77 feet along said East right of Way line; thence East 477.06 feet; thence South 120.27 feet; Southeasterly along the arc of a 215.00 foot radius curve to the left a distance of 150.10 feet (Long Chord bears South $20^{\circ}00'00''$ East 147.07 feet); thence South $40^{\circ}00'00''$ East 201.71 feet; thence Southwesterly along the arc of a 204.0 foot radius curve to the right a distance of 142.40 feet (Long Chord bears South $20^{\circ}00'10''$ East 139.53 feet); thence South $0^{\circ}00'20''$ East 75.92 feet to the point of beginning.

Lowe's Parcel:

A part of Lot 1, Clinton City Center Plat, Clinton City, Davis County, Utah being a part of the Northwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 533.44 feet North $89^{\circ}59'21''$ East along the Section line and 662.14 feet North $0^{\circ}00'20''$ East from the Southwest corner of said Quarter Section and running thence

North 610.25 feet; thence Northeasterly along the arc of a 50.00 foot radius curve to the left a distance of 34.60 feet (Long Chord bears North $35^{\circ}47'25''$ East 33.91 feet); thence North $0^{\circ}00'30''$ West 3.91 feet; thence North $89^{\circ}59'42''$ East 320.00 feet; thence North $0^{\circ}00'01''$ West 20.00 feet; thence North $89^{\circ}59'42''$ East 452.14 feet to the East line of Dawson Estates Subdivision in Clinton City, Davis County, Utah; thence South $0^{\circ}05'28''$ West 664.39 feet along said East line and the East line of Kendal Estates Subdivision in Clinton City, Davis County, Utah; thence West 2.95 feet; thence South $0^{\circ}07'36''$ West 22.33 feet; thence West 409.74 feet; thence North 15.00 feet; thence West 32.26 feet; thence North $88^{\circ}09'41''$ West 311.29 feet thence West 34.78 feet to the point of beginning.

EXHIBIT B
SITE PLAN

