

RECORDING REQUESTED BY:
First American Title Insurance Company



W2476752

After Recording Return To:

Tammy Zokan, Esq.
WinCo Foods LLC
P.O. Box 5756
Boise, ID 83705

APN: 12-236-0001
12-236-0002
12-236-0003

E# 2476752 PG 1 OF 9
ERNEST D ROWLEY, WEBER COUNTY RECORDER
10-JUN-10 1037 AM FEE \$28.00 DEP LF
REC FOR: FIRST AMERICAN NCS - SOUTH TEM
ELECTRONICALLY RECORDED

This Space Reserved for Recording Purposes

Weber County, Utah

FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND COVENANTS

This First Amendment to Declaration of Easements and Covenants ("Amendment") dated for reference purposes as of June 9th, 2010, is entered by and between WINCO FOODS, LLC ("WinCo"), and WRIGHT DEVELOPMENT GROUP, INC. ("Wright Development").

RECITALS

A. WinCo and Wright Development entered into that certain Declaration of Easements and Conditions recorded in the Official Records of Weber County, Utah on September 23, 2009 as Instrument No. 2436058 (the "DEC").

B. The parties desire 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 and Wright Development agree 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. RECITAL C. Recital C is hereby amended as follows:

2.1 The Site Plan attached to this Amendment as **Exhibit B** replaces and supersedes **Exhibit B** attached to the DEC. All references to "Site Plan" in the DEC shall mean and refer to the Site Plan attached to this Amendment as

**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.**

Exhibit B, which has been approved by the Approving Parties in accordance with Section 8.4(e).

2.2 Recital C is further amended to delete the reference to “six (6) contiguous Parcels” and insert “three (3) contiguous Parcels”.

3. Section 3.3(e). The table in Section 3.3(e) is hereby amended to provide that the allowable Floor Area of the Building on Future Pad C located on Parcel 2 shall be 6,000 sq. ft.

4. Section 4.1(b). Section 4.1(b) is hereby deleted in its entirety and replaced with the following:

“(b) Common Utility Lines shall be maintained and replaced as part of the Common Area pursuant to Section 4.3 below.”

5. Section 4.3.

5.1 All references to Section 4.2(d) contained in Section 4.3 are hereby deleted and replaced with the following:

“4.3”.

5.2 The reference to Section 4.2(e) contained in Section 4.3(d) is hereby deleted and replaced with the following:

“4.3(e)”.

5.3 The first sentence of Section 4.3(d) is hereby deleted in its entirety and replaced with the following:

“(d) Each Party shall pay to the Operator its share of the actual Common Area Maintenance Costs and the Administration Fee on a monthly basis.”

5.4 The third sentence of Section 4.3(d) is hereby deleted in its entirety and replaced with the following:

“The Operator shall, on a monthly basis, prepare and submit to each Party an invoice (the “Invoice”) for such Party’s share of the actual Common Area Maintenance Costs for the previous month and the Administration Fee applicable thereto.”

6. Section 5.1(b)(xix). Section 5.1(b)(xix) is hereby deleted in its entirety and replaced with the following:

(xix) Any fire, explosion, or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks; *provided*,

however, that this prohibition shall not be applicable to the seasonal sale of legal fireworks on the WinCo Parcel so long as such use: (1) complies with all federal, state and local laws and regulations; (2) is located within a Building; and (3) is incidental to an otherwise permitted use in accordance with this DEC.

7. 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.

8. 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.

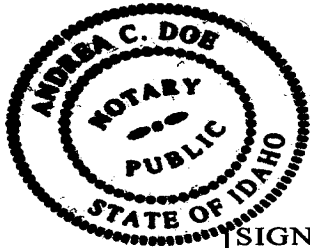
WINCO FOODS, LLC

By: [Signature]
Name: David M. Butler
Title: VP Finance & CFO

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this 9th day of June, 2010, before me, a Notary Public, personally appeared David M. Butler known or proved to me to be the VP Finance & CFO 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.



[Signature]
Notary Public
Residing at Bose, Idaho
My Commission expires May 16, 2013

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WRIGHT DEVELOPMENT GROUP, INC.

By: [Signature]
Name: SPENCER H. WRIGHT
Title: SECRETARY

STATE OF Utah)
)ss.
COUNTY OF Davis)

On this 4 day of June, 2010, before me, a Notary Public, personally appeared Spencer H. Wright, known or proved to me to be the Secretary of Wright Development Group, Inc., a Utah corporation, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of said corporation.

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

Nobalee W. Rhoades
Notary Public
Residing at Layton, Ut.
Comm. Expires 8-14-10

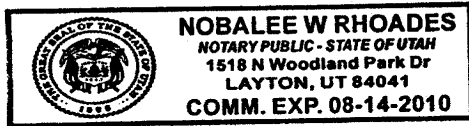


EXHIBIT A

LEGAL DESCRIPTION OF WINCO PARCEL

Lot 1 of that certain plat entitled "The Commons at Ogden", which plat was filed in the office of the recorder of the County of Weber, State of Utah on August 7, 2009 as Entry No. 2428525 in Book 70 of Plats at Page 29

12-236-0001A

EXHIBIT A-1

LEGAL DESCRIPTION OF WRIGHT DEVELOPMENT PARCEL

Lots 2 and 3 of that certain plat entitled "The Commons at Ogden", which plat was filed in the office of the recorder of the County of Weber, State of Utah on August 7, 2009 as Entry No. 2428525 in Book 70 of Plats at Page 29

12-236-0002
12-236-0003

EXHIBIT B

SITE PLAN

[attached]

