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04/20/2006 12:13 PM \$40.00
Book - 9282 Pg - 9735-9744
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
PARSONS, BEHLE & LATIMER
201 S MAIN ST STE.1800
SLC UT 84111
BY: SLR, DEPUTY - MA 10 P.

When recorded return to:

10-12

Parsons Behle & Latimer
One Utah Center
201 South Main Street, Suite 1800
Post Office Box 45898
Salt Lake City, Utah 84145-0898
Attention: Shawn C. Ferrin

Space above for County Recorder's Use

**FIRST AMENDMENT TO RESTRICTION
AGREEMENT AND GRANT OF EASEMENTS**

This First Amendment to Restriction Agreement and Grant of Easements ("Amendment") is made and entered into as of the 31 day of March, 2006 by and between RIVERTON LAND HOLDINGS, LLC, a Colorado limited liability company ("Developer") and HOME DEPOT U.S.A., INC., a Delaware corporation ("Home Depot").

RECITALS

WHEREAS, Home Depot is the Owner of the Home Depot Parcel legally described on Exhibit "A" attached hereto and made a part hereof, and Developer is the Owner of the Developer Parcel legally described on Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, Developer and Home Depot entered into a certain Restriction Agreement and Grant of Easements dated as of December 1, 2005 ("Original RAGE") for the purpose of developing and operating on the Home Depot Parcel and Developer Parcel a certain Shopping Center in order to effectuate the common use and operation thereof; and

WHEREAS, the Original RAGE was recorded in the County of Salt Lake, Utah on December 1, 2005 as Entry No. 9569861, Book 9224 at Page 9448; and

WHEREAS, Developer and Home Depot desire to modify the Original RAGE, as more particularly provided hereinafter.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and legal sufficiency which are hereby acknowledged, the parties agree as follows:

1. Incorporation of Recitals Defined Terms. The foregoing recitals are hereby fully incorporated into this Amendment. All capitalized terms used in this Amendment shall, unless otherwise specifically provided herein, have the same meaning as those terms are defined to have in the Original RAGE. The Original RAGE, as modified by this Amendment, is referred to herein as the ("RAGE").

2. Center Pylon Signs. Exhibit "C" of the Original RAGE is hereby deleted in its entirety and replaced with Exhibit "C" attached hereto.

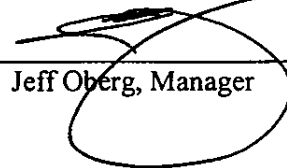
3. Conflict Survival. In the event of any conflict between the terms and provisions of the Original RAGE and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control in all events. Except as specifically modified or amended by the terms of this Amendment, the Original RAGE remains in full force and effect, without change or modification.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which will be an original, but all of which, when taken together, will constitute one and the same instrument. Signature and acknowledgment pages may be detached from individual counterparts, but attached to a single or multiple original in order to form a single or multiple original of this document.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS]**

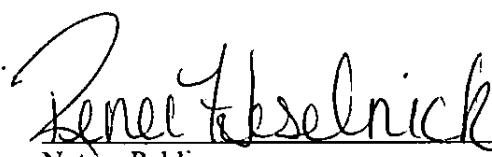
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized representatives effective as of the day and year first written above.

RIVERTON LAND HOLDINGS, LLC, a Colorado limited liability company

By: 
Jeff Oberg, Manager

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing was acknowledged before me this 4th day of April, 2006, by Jeff Oberg as manager of RIVERTON LAND HOLDING, LLC, a Colorado limited liability company.

Witness my hand and official seal. 
Notary Public

My Commission Expires: _____

**RENEE JESELNICK
NOTARY PUBLIC
STATE OF COLORADO**
My Commission Expires June 19, 2007

HOME DEPOT U.S.A., INC., a Delaware corporation

By: [Signature]
Name: ERIKA M. STRAWN
Its: Corporate Counsel

SCF

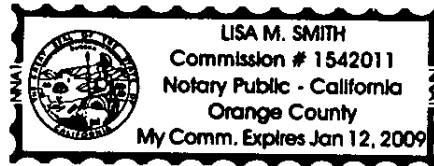
STATE OF California
) ss.
COUNTY OF Orange

The foregoing was acknowledged before me this 31 day of March, 2006, by Erika M. Strawn as Corporate Counsel of HOME DEPOT U.S.A., INC., a Delaware corporation.

Witness my hand and official seal.

[Signature]
Notary Public

My Commission Expires: 1-12-09



CONSENT OF MORTGAGEE

The undersigned, HILLCREST BANK, a Kansas Bank ("Bank"), the beneficiary under that certain Deed of Trust, dated December 1, 2005, and recorded in the Salt Lake County, Utah records on December 1, 2005 as Entry No. 9569862, Book 9224, at Page 9501 ("Deed of Trust") does hereby consent to the recording of this First Amendment to Restriction Agreement and Grant of Easements and all of the rights, powers and privileges therein granted and does hereby subordinate the lien of the Deed of Trust to the terms and provisions of said Amendment.

DATED this 6th day of APRIL, 2006.

HILLCREST BANK, a Kansas Bank

By: Timothy A. Gandy
Its: SENIOR VICE PRESIDENT

STATE OF KANSAS)
COUNTY OF Johnson) ss.

The foregoing instrument was acknowledged before me this 6th day of April, 2006, by Timothy A. Gandy, as Senior Vice Pres. of HILLCREST BANK, A Kansas Bank.

Witness my hand and official seal.

My Commission Expires: 2/17/08
Notary Public Jill M. Zumwalt

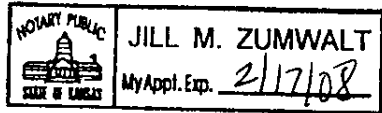


EXHIBIT "A"
TO
FIRST AMENDMENT TO RESTRICTION
AGREEMENT AND GRANT OF EASEMENTS

(LEGAL DESCRIPTION OF HOME DEPOT PARCEL)

The real property referenced in the foregoing instrument is located in Salt Lake County, Utah and is more particularly described as:

Lot 1, The Home Depot, A Commercial Subdivision, according to the official plat thereof, recorded November 10, 2005 as Document No. 9551334 in Book 2005 of plats at page 357, in the office of the Salt Lake County Recorder, State of Utah.

EXHIBIT "B"
TO
FIRST AMENDMENT TO RESTRICTION
AGREEMENT AND GRANT OF EASEMENTS

(LEGAL DESCRIPTION OF DEVELOPER PARCEL)

The real property referenced in the foregoing instrument is located in Salt Lake County, Utah and is more particularly described as:

Lots 2 through 13, The Home Depot, A Commercial Subdivision, according to the official plat thereof, recorded November 10, 2005 as Document No. 9551334 in Book 2005 of plats at page 357, in the office of the Salt Lake County Recorder, State of Utah.

EXHIBIT "C"
TO
FIRST AMENDMENT TO RESTRICTION
AGREEMENT AND GRANT OF EASEMENTS

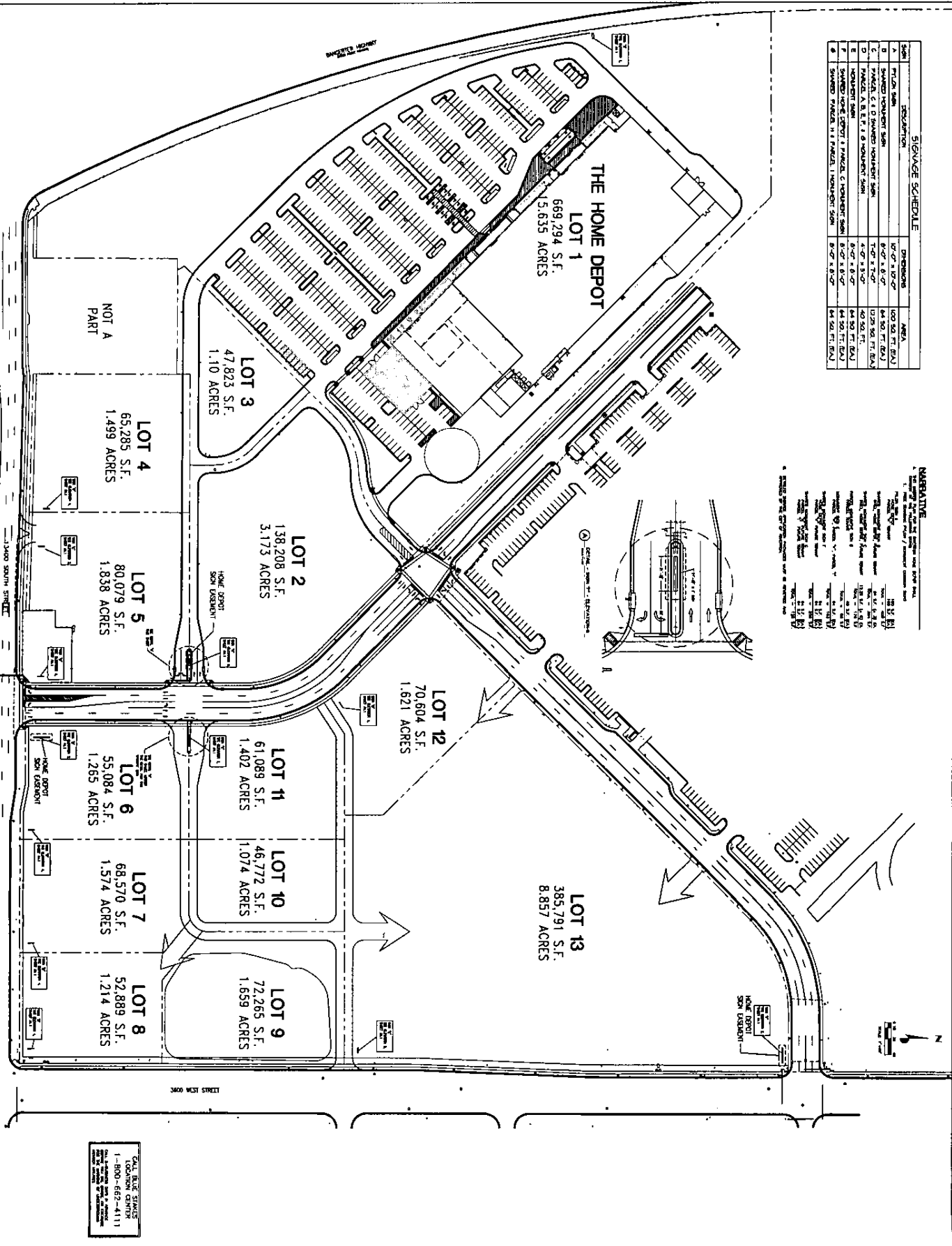
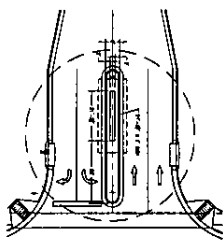
(SIGN EXHIBITS)

[SEE ATTACHED]

SIGN	DESCRIPTION	DIMENSIONS	AREA
A	FIELD SIGN	6'-0" x 12'-0"	60.0 SQ. FT. (S.A.)
B	SHARED HOVEMENT SIGN	8'-0" x 8'-0"	64.0 SQ. FT. (S.A.)
C	PARALLEL 4 & 8 SHARED HOVEMENT SIGN	7'-0" x 7'-0"	49.0 SQ. FT. (S.A.)
D	PARALLEL 8, 8, 8 & 8 HOVEMENT SIGN	8'-0" x 8'-0"	64.0 SQ. FT. (S.A.)
E	HOVEMENT SIGN	8'-0" x 8'-0"	64.0 SQ. FT. (S.A.)
F	SHARED HOVEMENT 2 PARALLEL 2 HOVEMENT SIGN	8'-0" x 8'-0"	64.0 SQ. FT. (S.A.)
G	SHARED PARALLEL 2 PARALLEL 1 HOVEMENT SIGN	8'-0" x 8'-0"	64.0 SQ. FT. (S.A.)

NARRATIVE

THE HOME DEPOT
 13400 SOUTH STREET AND BANGERTER HIGHWAY
 RIVERTON CITY, SALT LAKE COUNTY, UTAH
 PROJECT NO. 2000-0001
 DATE: 08/11/00
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]



CALL BLUE SIGNS
 1-800-667-4111
 1000 WEST 1000 SOUTH
 RIVERTON, UT 84065

1 of 2
 EXHIBIT C
 SIGN PLAN

MASTER SIGNAGE PLAN
THE HOME DEPOT
 13400 SOUTH STREET AND BANGERTER HIGHWAY
 RIVERTON CITY, SALT LAKE COUNTY, UTAH

DATE: 08/11/00
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

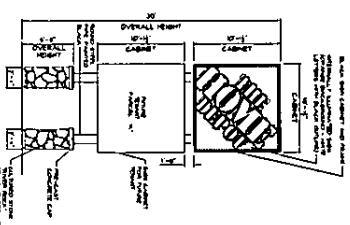
THE HOME DEPOT
 2000 West Bangerter Center
 2750 Corner Canyon Blvd., North
 Salt Lake City, UT 84119
 Tel: (801) 261-2000
 Fax: (801) 261-2000

DATE: 08/11/00
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

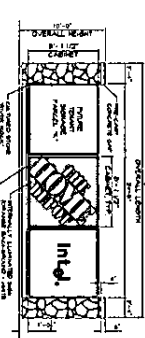
Collway, Romera & Associates
 Design Engineering Planners
 5550 UTC Parkway
 Greenwood Village, Colorado 80111
 Tel: (303) 770-9999
 Fax: (303) 770-3338

scf

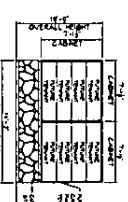
NARRATIVE:
 1. THE HOME DEPOT SIGNAGE AND STORE MARKING
 2. THE HOME DEPOT SIGNAGE AND STORE MARKING
 3. THE HOME DEPOT SIGNAGE AND STORE MARKING
 4. THE HOME DEPOT SIGNAGE AND STORE MARKING
 5. THE HOME DEPOT SIGNAGE AND STORE MARKING
 6. THE HOME DEPOT SIGNAGE AND STORE MARKING
 7. THE HOME DEPOT SIGNAGE AND STORE MARKING



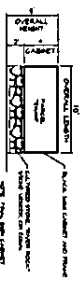
① SIGN "A" (PYLON SIGN) ELEVATION
 (BANGERTER HWY PYLON SIGN)
 SCALE: 3/8" = 1'-0"



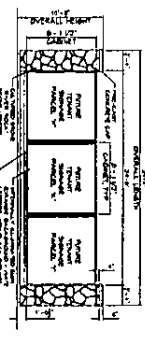
② SIGN "B" (SHARED MONUMENT SIGN) ELEVATION
 (13400 S. STREET MONUMENT SIGN)
 SCALE: 3/8" = 1'-0"



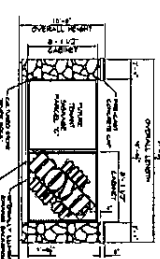
③ SIGN "C" (SHARED MONUMENT SIGN) ELEVATION
 (MARKET CENTER MONUMENT SIGN)
 SCALE: 3/8" = 1'-0"



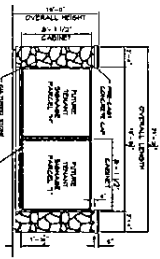
④ SIGN "D" (PARCEL MONUMENT SIGN) ELEVATION
 SCALE: 3/8" = 1'-0"



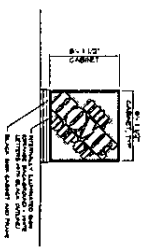
⑤ SIGN "E" (MONUMENT SIGN) ELEVATION
 (13400 S. STREET MONUMENT SIGN)
 SCALE: 3/8" = 1'-0"



⑥ SIGN "F" (SHARED MONUMENT SIGN) ELEVATION
 (13600 N. STREET MONUMENT SIGN)
 SCALE: 3/8" = 1'-0"



⑦ SIGN "G" (SHARED MONUMENT SIGN) ELEVATION
 SCALE: 3/8" = 1'-0"



⑧ SIGN "H" (GROUND SIGN) ELEVATION
 (MARKET CENTER MONUMENT SIGN)
 SCALE: 3/8" = 1'-0"

	<p align="center">MASTER SIGNAGE PLAN</p> <p align="center">THE HOME DEPOT</p> <p align="center">13400 SOUTH STREET AND BANGERTER HIGHWAY RIVERTON CITY, SALT LAKE COUNTY, UTAH</p>	<p>DATE: 10/12/11 DRAWN BY: [Name] CHECKED BY: [Name] APPROVED BY: [Name]</p>	<p align="center">THE HOME DEPOT</p> <p align="center">Retail Support Center 170 Corporate Center Blvd. Provo, UT 84601 Tel: (801) 378-1000 Fax: (801) 378-1000</p>	<p align="center">Gateway, Romero & Associates</p> <p align="center">Design Engineering Planning</p> <p align="center">2205 250 Avenue Greenwood Village, Colorado 80111 Tel: (303) 750-2800 Fax: (303) 750-5811</p>
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SCF