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ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
SCOTT VERHARREN  
BOYER COMPANY  
101 S 200 E #200  
SLC UT 84111  
BY: CEP, DEPUTY - WI 6 P.

When Recorded Return To:

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

Parcel Nos. 16-19-103-022  
16-19-103-024  
16-19-103-023

### FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND CONDITIONS

This FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND CONDITIONS (“**First Amendment**”) is entered into to be made effective as of the 10<sup>th</sup> day of October, 2017, by and between WINCO FOODS, LLC, a Delaware limited liability company (“**WinCo**”), and BOYER SOUTH SALT LAKE CROSSING, L.C., a Utah limited liability company (“**Boyer**”).

WHEREAS, WinCo and Boyer executed that certain Declaration of Easements and Conditions, recorded on February 24, 2017, as Entry No. 12483780, Book 10532, Pages 7445-7502 in the official records of the Salt Lake County Recorder (the “**DEC**”) with respect to the real property described on Exhibit “A” attached to this First Amendment (describing both the Boyer Parcel and the WinCo Parcel as defined in the DEC); and

WHEREAS, this First Amendment is made pursuant to Subparagraph 8.4(e) of the DEC, and the parties hereto are the “**Approving Parties**” as defined in the DEC.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and in the DEC, the parties hereto agree and declare as follows:

1. Capitalized Terms. Capitalized terms used but not defined herein shall have the meanings given them in the DEC.

2. Maximum Height of Building on Pad 3. Section 3.3(c) of the DEC is hereby amended to provide that the maximum height of any Building on Pad 3 of the Boyer Parcel shall not exceed thirty-two feet (32’) and the maximum height of any Architectural Feature of any Building or structure on Pad 3 of the Boyer Parcel shall not exceed thirty-six feet (36’).

3. Maximum Number of Floors of Building on Pad 3. Section 3.3(e) of the DEC is hereby amended to provide that notwithstanding anything to the contrary in Section 3.3(e) or otherwise in the DEC, a two-story Building with a drive-through, as more particularly depicted on the site plan attached as Exhibit “B” to this First Amendment, may be constructed on Pad 3 of the Boyer Parcel (the “**Parcel 3 Building**”). The square footage of the drive-through of the Parcel

3 Building shall not be included in the calculation of the Floor Area of the Parcel 3 Building.

4. No Other Modifications. Except as specifically amended and clarified herein, the DEC shall remain in full force and effect as originally set forth.

**[Signatures on following pages.]**

IN WITNESS WHEREOF, WinCo and Boyer have caused this First Amendment to be executed effective as of the day and year first above written.

**WINCO FOODS, LLC,**  
a Delaware limited liability company

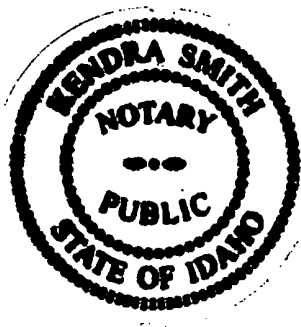


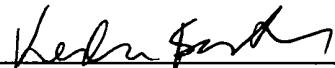
By: David Butler  
Its: Chief Financial Officer

STATE OF IDAHO )  
                          )ss.  
County of Ada     )

On this \_\_\_\_ day of October, 2017, before me, a Notary Public, personally appeared David Butler, known or proved to me to be the Chief Financial Officer 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 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.



  
\_\_\_\_\_  
Notary Public  
Residing at Boise ID  
Comm. Expires 9/28/2023

[Signatures continued on following page.]

**BOYER SOUTH SALT LAKE CROSSING, L.C.,**  
a Utah limited liability company

By: The Boyer Company, L.C.  
Its: Manager



By: Brian Gochnour  
Manager

Its: \_\_\_\_\_

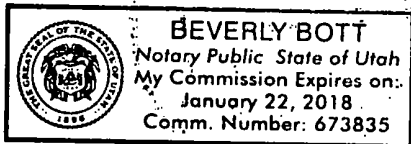
STATE OF UTAH )

)ss.

County of Salt Lake )

On this 18<sup>th</sup> day of October, 2017, before me, a Notary Public, personally appeared Brian Gochnour, known or proved to me to be the manager of The Boyer Company, L.C., the Manager of Boyer South Salt Lake Crossing, L.C., a Utah limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same 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.



Beverly Bott  
Notary Public  
Residing at Salt Lake  
Comm. Expires 1/22/18

**EXHIBIT A**  
Legal Description of the Property  
(WinCo Parcel and Boyer Parcels)

**LEGAL DESCRIPTION OF WINCO PARCEL**

LOT 1 of THE CROSSING AT SOUTH SALT LAKE SUBDIVISION according to the official plat thereof recorded on December 4, 2015 as Entry No. 12182735 in Book 2015P, Page 273 of the Official Records of Salt Lake County, Utah.

**LEGAL DESCRIPTION OF BOYER PARCEL**

LOTS 3 AND 4 of THE CROSSING AT SOUTH SALT LAKE SUBDIVISION according to the official plat thereof recorded on December 4, 2015 as Entry No. 12182735 in Book 2015P, Page 273 of the Official Records of Salt Lake County, Utah.

**EXHIBIT B**  
Site Plan of Pad 3 Building

