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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
TITLE WEST
BY: BRN, DEPUTY - WI 13 P.

#385 NWC 70th South & Redwood
West Jordan, UT
GP: 10/22/03

**THIRD AMENDMENT
TO
DECLARATION OF RESTRICTIONS AND EASEMENTS**

THIS THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS AND EASEMENTS (this "Third Amendment") is made as of the 19 day of Dec, 2003, by and among **CPI/West Jordan, LLC**, an Idaho limited liability company ("Cantlon"), **Albertson's Inc.**, a Delaware corporation ("Albertson's") and **Target Corporation**, a Minnesota corporation ("Target").

RECITALS:

A. Cantlon, Albertson's and Target executed and entered into that certain Declaration of Restrictions and Easements (the "Original Declaration") dated as of July 2, 1998, recorded July 2, 1998, as Entry No. 7016835, in Book 8027, Page 1563, in the Official Records of Salt Lake County, Utah (the "Official Records"). The Original Declaration was subsequently amended by a First Amendment to Declaration of Restrictions and Easements (the "First Amendment") dated as of October 5, 1998, recorded October 8, 1998 as Entry No. 7114083 in Book 8120, Page 2006, Official Records, and by a Second Amendment to Declaration of Restrictions and Easements (the "Second Amendment") dated as of January 28, 1999, recorded February 19, 1999 as Entry No. 7261935 in Book 8251, Page 216, Official Records. The Original Declaration as amended by the First Amendment and Second Amendment is hereinafter referred to as the "Declaration."

BK 8925 PG 8920

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B. Reference is hereby made to the Declaration, and capitalized terms used herein without definition shall have the meanings given such terms in said Declaration. The parties hereto are the Consenting Owners described in the Declaration, and desire to amend said Declaration as more particularly set forth below, pursuant to the provisions of Section 8.5 of the Declaration.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby amend the Declaration as follows:

1. Exhibit "A" (the "Site Plan") attached to the Declaration is hereby deleted, and Exhibit "A" (the "Site Plan") attached to this Third Amendment is substituted for the deleted Exhibit "A" and made a part of the Declaration.

2. Schedule I attached to the Declaration is hereby deleted, and Schedule I attached to this Third Amendment is substituted for the deleted Schedule I and made a part of the Declaration.

3. Section 1.2(c) of the Declaration is hereby deleted. The following new replacement Section 1.2(c) is hereby substituted for the deleted Section 1.2(c), and made a part of the Declaration:

“(c) “Building Envelopes”: All those areas on Parcels 1, 4A, 4B, 5A, 5B, 6, 7, 8, 9 and 10 located within the Building Envelope Lines as shown on the Site Plan.”

4. The reference in Section 1.2(g) of the Declaration to the “Owners of Parcels 2, 4 and 7” is hereby deleted and replaced with the “Owners of Parcels 2, 4A and 7”.

5. The first sentence of Section 1.2(s) of the Declaration is hereby deleted, and the following new replacement sentence is hereby substituted for the deleted first sentence of Section 1.2(s) and made a part of the Declaration:

““Parcel”: Parcel 1, 2, 3, 4A, 4B, 5A, 5B, 6, 7, 8, 9 or 10 as shown on the Site Plan and more particularly described in Schedule I attached hereto and made a part hereof.”

6. Except for the reference to Parcel 4A in Section 4 above, all references in the Declaration to Parcel 4 are hereby amended to refer to Parcels 4A and 4B. All references in the Declaration to Parcel 5 are hereby amended to refer to Parcels 5A and 5B.

7. Section 2.3(a) of the Declaration is hereby deleted. The following new replacement Section 2.3(a) is hereby substituted for the deleted Section 2.3(a), and made a part of the Declaration:

“(a) Architectural Compatibility. Unless otherwise approved by the Consenting Owners, no more than one (1) building shall be permitted on each of Parcel 1, 2, 3, 4B, 5A, 5B, 6, 7, 8, 9 or 10, and no more than (2) buildings shall be permitted on Parcel 4A. Each building and other structure in the Shopping Center, now and in the future, shall be of first quality construction and architecturally designed so that its exterior elevations (including, without limitation, signs and color) will be architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. Each building in the Shopping Center shall initially be constructed so the exterior of such building conforms to building design drawings approved by the Consenting Owners. No building for which building design drawings have not been approved may be constructed, nor the exterior of any existing building changed in any way (including, without limitation, signs and color), without the Consenting Owners’ prior written approval (which shall be obtained in accordance with the procedures set forth in Section 2.5) as to the exterior elevations (including, without limitation, signs and color) of the building to be constructed or modified. No Consenting Owner may withhold its approval of the proposed building or modification if it is architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. The standard signs and logos of Albertson’s and Target (including, without limitation, signs identifying any tenant,

subtenant, licensee, or concessionaire located and operating on Parcel 2 ["Parcel 2 Tenant"] or on Parcel 7 ["Parcel 7 Tenant"], or a National Chain store occupying not less than 15,000 square feet of Ground Floor Area, as they may exist from time to time, and the opening, closing, modification or relocation of any door, however, shall not require approval. The expansion of the building on Parcel 2 into the Expansion Area shown on the Site Plan shall not require the review, approval or consent of the Consenting Owners as to any part thereof, including exterior elevations."

8. The third sentence of Section 2.3(e) of the Declaration, which provides: "All buildings and other structures located on Parcels 8, 9 and 10 shall be a single story (no mezzanine permitted) and shall not exceed twenty-two (22) feet in height (including mechanical fixtures and equipment and screening for the same)." is hereby deleted. The following sentence is added to Section 2.3(e) in replacement of the deleted sentence:

"All buildings and other structures located on Parcels 8, 9 and 10 shall be single story (no mezzanine permitted) and shall not exceed twenty-three feet and one inch (23'1") in height (including mechanical fixtures and equipment and screening for the same)."

9. A new sentence shall be added to and made a part of Section 5.4 of the Declaration, as follows:

"Any drive-throughs shown and depicted on the Exhibit "A" Site Plan attached to this Third Amendment are deemed approved."

10. This Third Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto.

11. This Third Amendment shall be recorded in the Official Records.

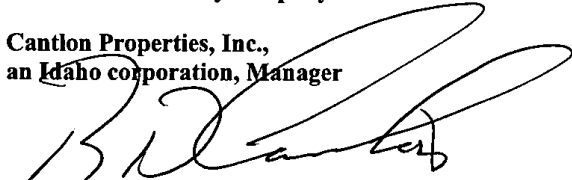
[Signatures appear on following pages.]

CANTLON:

DATE: 12-17-03

CPI/West Jordan, LLC,
an Idaho limited liability company

By: Cantlon Properties, Inc.,
an Idaho corporation, Manager

By: 

Roger D. Cantlon
President

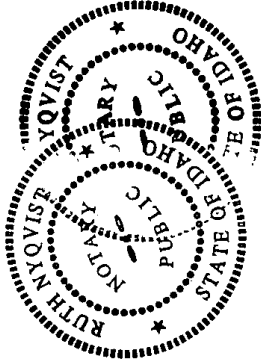
STATE OF IDAHO)
) ss.
County of Ada)

On this 17 day of Dec, 2003, before me, Ruth Nyquist,
a Notary Public in and for said State, personally appeared Roger Cantlon, known or identified to
me to be the President of Cantlon Properties, Inc., an Idaho corporation, the manager of the
limited liability company of CPI/West Jordan, LLC, an Idaho limited liability company, and
the manager who subscribed said company name to the foregoing instrument, and acknowledged
to me that he executed the same in said company name.

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

Ruth Nyquist

Notary Public for the State of Idaho
Residing at Base 10
My Commission Expires 12-10-03



TARGET:

DATE: 12.17.03

**Target Corporation,
a Minnesota corporation**

By: *Mike Bell*

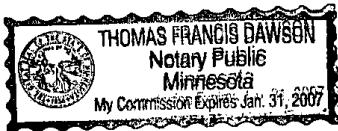
Name: Mike Bell

Its: Vice President
Target Stores

STATE OF MINNESOTA)
) ss.
County of Hennepin)

On this 17th day of December, 2003, before me, a Notary Public in and for said State, personally appeared, Mike Bell, known or identified to me to be the Vice President of **Target Corporation**, the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Thomas Francis Dawson
Notary Public for the State of Minnesota
Residing at Hennepin County
My Commission Expires 1/31/07

ALBERTSON'S:

DATE: Dec. 16, 2003

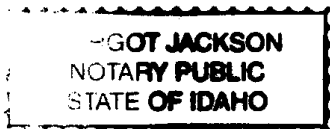
Albertson's, Inc.,
a Delaware corporation

By: [Signature]
Name: William H. Arnold
Title: Group Vice President
 , Real Estate Law

STATE OF IDAHO)
) ss.
County of Ada)

On this 16th day of December, 2003, before me, a Notary Public in and for said State, personally appeared William H. Arnold, known or identified to me to be the Group Vice President, Real Estate Law of Albertson's Inc., the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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



Margot Jackson
Notary Public for the State of Idaho
Residing at Mt. Home, Idaho
My Commission Expires 8-26-08

CONSENT AND NON-DISTURBANCE

The undersigned is a holder of that certain Deed of Trust, Security Agreement, Financing Statement and Fixture Filing (the "Deed of Trust") from CPI/West Jordan, LLC, an Idaho limited liability company, recorded as Entry No. 9346759, in Book 8645, Page 5897-5932, Official Records of Salt Lake County, Utah. The undersigned has previously consented to and approved the Declaration, as amended by the First Amendment to Declaration of Restrictions and Easements and the Second Amendment to Declaration of Restrictions and Easements. The undersigned does hereby consent to and approve the Third Amendment to Declaration of Restrictions and Easements ("Third Amendment") to which this Consent and Non-Disturbance is attached, and hereby acknowledges and agrees that the Third Amendment will not be disturbed, interfered with or terminated by any foreclosure of the Deed of Trust or deed in lieu of foreclosure. The undersigned hereby evidences such consent, approval, agreement and non-disturbance by causing its duly authorized agent to sign, seal and deliver this Consent and Non-Disturbance this 5th day of December, 2003. Except for such consent and non-disturbance, no real or personal property encumbered by the Deed of Trust or any other security agreement securing the same obligation shall be affected hereby and all real or personal property encumbered by the Deed of Trust and any other security agreement securing the same obligation shall remain as security for the indebtedness described in the Deed of Trust.

Executed this 5th day of December, 2003.

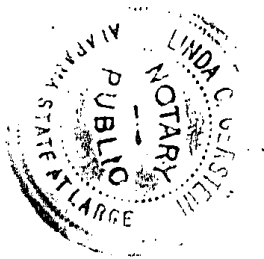
PROTECTIVE LIFE INSURANCE COMPANY,
a Tennessee corporation

By: Charles M. Prior
Name: Charles M. Prior
Title: V.P., Investments

STATE OF Alabama)
COUNTY OF Jefferson) ss.

On this 5th day of December, 2003, before me Linda C. Gerstein,
a Notary Public in and for said State, personally appeared Charles M. Prior, known
or identified to me to be the V.P., Investments of Protective Life Insurance Company,
the corporation that executed the within instrument or the person who executed the instrument on
behalf of said corporation, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and
year in the certificate first above written.



Linda C. Gerstein
Notary Public for Alabama
Residing at Birmingham, Alabama
My commission expires MY COMMISSION EXPIRES APRIL 2, 2006

Exhibit A – Site Plan

Schedule 1 – Legal Descriptions

15734	STD.	
CANCELLED THE ORIGINAL		
REVISIONS		
NO.	DATE	DESCRIPTION
1	4/23/14	ISSUED FOR PERMITS
2	4/23/14	REVISED PER CITY
3	4/23/14	REVISED PER CITY
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ALBERTSONS
 1300 PARKWAY BLVD. STE. 100
 PARKWAY BLVD. & S. 1000 N.
 PROVO, UT 84601
 (801) 224-3333

N.W.C.
 70th SOUTH STREET & REDWOOD ROAD
 W. JORDAN, UT

PROJECT NO. 385
 SHEET NO. 1 OF 1
 DATE 6/17/14

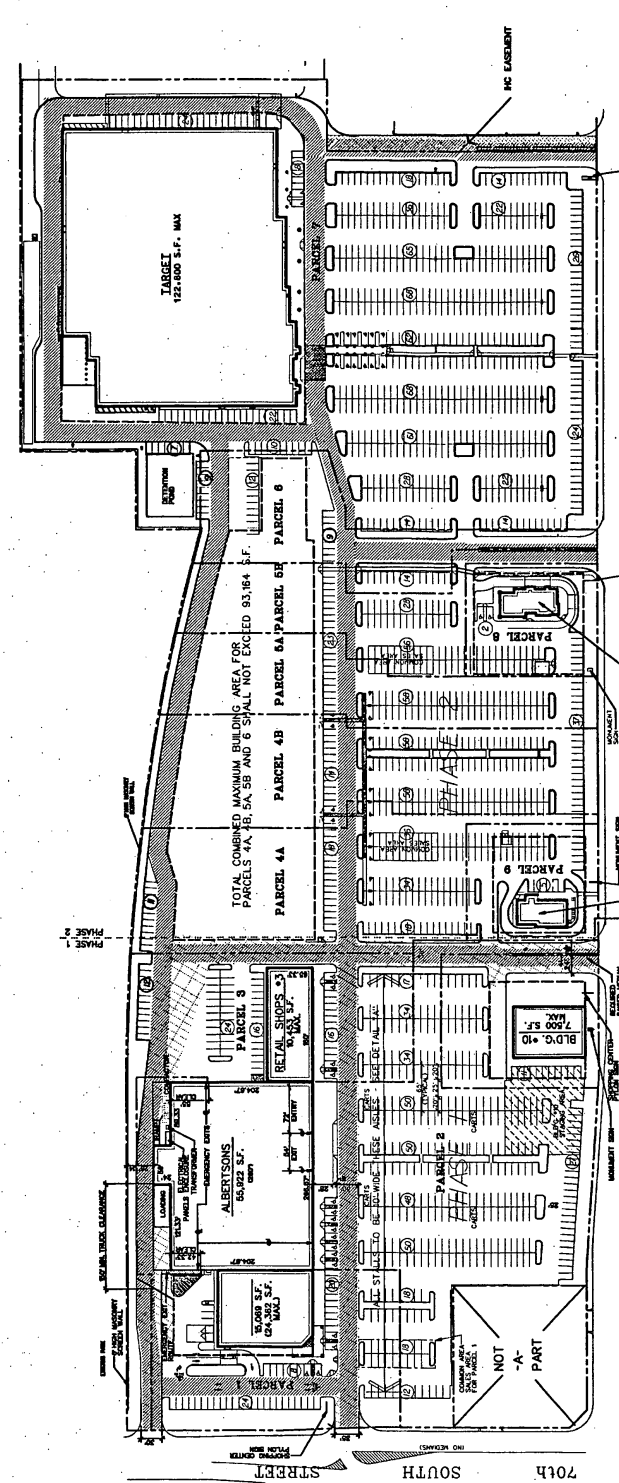
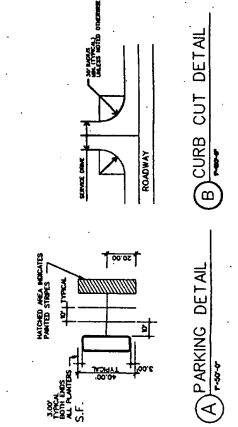


EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA # 122,701 S.F.
 TOTAL CARPARKS REQUIRED # 1413
 TOTAL CARPARKS PROVIDED # 1598 (-185)
 TOTAL SITE AREA 1,260,001 S.F. (-1/3) (28.83 AC. -1/3)
 # INCLUDES MAX BUILDING AREA

APPROVED BY:	DATE:
SIGNED:	6-17-14
PREPARED:	6-17-14
EXEC. VP./P.:	6-17-14
SR. V.P./REL.:	6-17-14
V.P./MGT. COO.:	6-17-14

- LEGEND**
- PROPERTY LINE / PARCEL LINE
 - EXPANSION LIMIT LINE
 - BUILDING AREA
 - HEAVY DUTY ASPHALT
 - PHASE LINE
 - BUILDING ENVELOPE LINE
 - PERMANENT ACCESS DRIVE
 - STAGING AREA



GENERAL NOTES

- DRAWN WITH OUT BENEFIT OF SURVEY
- NO TRUCK WELLS, NATURAL DOCK ONLY
- TOTAL COMBINED MAXIMUM BUILDING AREA FOR PARCELS 4, 5 AND 6 SHALL NOT EXCEED 93,184 S.F.
- BUILDING SETBACK REQUIREMENTS: BY CITY REVIEW AND APPROVAL
- LANDSCAPE REQUIREMENTS: BY CITY REVIEW AND APPROVAL
- ZONING REQUIREMENTS: EXISTING-COMMERCIAL REQUIRED-COMMERCIAL

Schedule I
Legal Description of Shopping Center Parcels

Parcel 1:

Lot 1, West Jordan Town Center, a commercial subdivision, according to the official plat recorded as Entry No. 7016834, in Book 98-7P, Page 176, Official Records.

Parcel 2:

Lot 2, West Jordan Town Center, a commercial subdivision, according to the official plat recorded as Entry No. 7016834, in Book 98-7P, Page 176, Official Records.

Parcel 3:

Beginning at the Southeast corner of Lot 5-A, West Jordan Town Center No.2, according to the official plat thereof recorded September 7, 2001 as Entry No. 7997307 in Book 2001P at Page 255 of Official Records, and running thence along the boundary of said Lot 5-A on the following eight (8) courses: 1) South 89°58'35" West 294.34 feet, 2) North 0°01'25" West 6.87 feet, 3) South 89°58'35" West 102.32 feet, 4) South 0°01'25" East 280.67 feet, 5) North 89°58'35" East 20.50 feet, 6) South 0°01'25" East 223.00 feet, 7) North 89°54'29" West 35.19 feet, and 8) North 0°01'13" West 486.50 feet; thence Northeasterly 191.87 feet along the arc of a 2915.00 foot radius curve to the right through a central angle of 3°46'17" (chord bears North 1°51'55" East 191.83 feet); thence North 89°58'35" East 405.00 feet; thence South 0°01'25" East 181.50 feet to the point of beginning.

Parcel 4A:

Beginning at the Northwest corner of Lot 5-B, West Jordan Town Center No.2, according to the official plat thereof recorded September 7, 2001 as Entry No. 7997307 in Book 2001P at Page 255 of Official Records, and running thence along the boundary of said Lot 5-B on the following nine (9) courses: 1) North 89°58'35" East 295.04 feet, 2) North 0°01'25" West 38.48 feet, 3) North 89°58'35" East 64.12 feet, 4) South 0°01'25" East 18.06 feet, 5) North 89°58'35" East 295.31 feet, 6) South 0°01'25" East 14.05 feet, 7) South 89°58'35" West 190.06 feet, 8) South 0°01'25" East 166.43 feet, and 9) South 89°58'35" West 76.77 feet; thence South 0°01'25" East 18.82 feet; thence South 89°58'35" West 405.00 feet; thence Northeasterly 179.75 feet along the arc of a 2915.00 foot radius curve to the right through a central angle of 3°31'59" (chord bears North 5°31'03" East 179.72 feet) to the point of beginning.

Parcel 4B:

Lot 5C, West Jordan Town Center No. 2, a commercial subdivision, according to the official plat recorded as Entry No. 7997307, in Book 2001P, Page 255, Official Records.

Parcel 5A:

Lot 5D, West Jordan Town Center No. 2, a commercial subdivision, according to the official plat recorded as Entry No. 7997307, in Book 2001P, Page 255, Official Records.

Parcel 5B:

Lot 5E, West Jordan Town Center No. 2, a commercial subdivision, according to the official plat recorded as Entry No. 7997307, in Book 2001P, Page 255, Official Records.

Parcel 6:

Lot 5F, West Jordan Town Center No. 2, a commercial subdivision, according to the official plat recorded as Entry No. 7997307, in Book 2001P, Page 255, Official Records.

Parcel 7:

Lot 7, West Jordan Town Center, a commercial subdivision, according to the official plat recorded as Entry No. 7016834, in Book 98-7P, Page 176, Official Records.

Parcel 8:

Lot 6, West Jordan Town Center, a commercial subdivision, according to the official plat recorded as Entry No. 7016834, in Book 98-7P, Page 176, Official Records.

Parcel 9:

Lot 4, West Jordan Town Center, a commercial subdivision, according to the official plat recorded as Entry No. 7016834, in Book 98-7P, Page 176, Official Records.

Parcel 10:

Lot 3, West Jordan Town Center, a commercial subdivision, according to the official plat recorded as Entry No. 7016834, in Book 98-7P, Page 176, Official Records.

21-22-381-017
-019 thru -028