

AFTER RECORDING, PLEASE RETURN TO:

Village Square at Pleasant Grove, L.C.
Attn: Doug Nielson
3575 North 100 East, Suite 175
Provo, Utah 84604

Tax Parcel Id Nos.:

Space above for use by Recorder

SECOND AMENDMENT
TO
RESTRICTIONS AND EASEMENTS AGREEMENT

THIS SECOND AMENDMENT TO RESTRICTIONS AND EASEMENTS AGREEMENT (this "Amendment") is executed this 17th day of April, 2020 by and between SMITH'S FOOD & DRUG CENTERS, INC., an Ohio corporation ("Smith's"), VILLAGE SQUARE AT PLEASANT GROVE, L.C., a Utah limited liability company ("VSPG"), successor-in-interest to JNB DEVELOPMENT GROUP, L.C., a Utah limited liability company, and MILLER-SMOOT INVESTMENTS, L.C., a Utah limited liability company ("Miller"), successor-in-interest to L. JAY NIELSON, an individual (VSPG and Miller are collectively, "Village Square"). Smith's, VSPG, and Miller are sometimes referred to herein collectively, as the "Parties" and individually, as a "Party".

RECITALS

A. Smith's, VSPG and L. Jay Nielsen entered into that certain Restrictions and Easements Agreement dated June 2, 1998 and recorded in the Utah County Recorder's Office on June 4, 1998 as Entry No. 56260 in Book 4660 at Page 264, which was amended by that certain Amendment to Restrictions and Easements Agreement dated June 19, 1998 and recorded in the Utah County Recorder's Office on July 1, 1998 as Entry No. 65962 in Book 4689 at Page 766 (collectively, the "Agreement").

B. The Agreement encumbers the real property more particularly described on Exhibit A, attached hereto.

C. Section 7(a) of the Agreement appoints Smith's as attorney-in-fact for "any purchaser, lender, mortgagee, lessee, assignee, grantee, sublessee or other Party" that has any interest in the property submitted to the Agreement by Smith's for the purpose of negotiating and entering into any modifications of the Agreement.

D. Section 7(a) of the Agreement appoints VSPG as attorney-in-fact for "any purchaser, lender, mortgagee, lessee, assignee, grantee, sublessee or other Party" that has any interest in the property submitted to the Agreement by Village Square for the purpose of negotiating and entering into any modifications of the Agreement.

E. The Parties desire to amend the Agreement as set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties hereby agrees as follows:

1. Definitions. Capitalized terms which are used but not defined in this Amendment shall have the same meanings as set forth in the Agreement.

2. Common Area. Section 1(d) of the Agreement is hereby amended to add the following sentence to the end of the Section:

Notwithstanding anything in this definition to the contrary” for purposes of the VSPG Parcel only, “Common Area” shall mean and refer only to the areas that are specifically identified on Exhibit C-1 attached hereto.

3. No Building Area Amendment. The No Building Area of the property described on the attached Exhibit B (the “VSPG Parcel”) is hereby reduced and the No Building Area shall hereafter only apply to that portion of the VSPG Parcel more particularly described on Exhibit C, attached hereto and more particularly depicted on Exhibit C-2, attached hereto.

4. Amendment to General Restrictions on Use. Section 4(c) of the Agreement is hereby amended to delete “any short or long-term residential use” from Subsection (vi) and replace it with “intentionally omitted”, and to add the following sentence to the end of Section 4(c):

Notwithstanding anything to the contrary in this Agreement, residential uses (including residential structures in the Building Area) and associated uses (e.g., residential common area and open space) shall be allowed on the VSPG Parcel only. Furthermore, nothing in the Agreement shall be construed to (a) prevent, restrict or otherwise limit detached or attached residential structures from being constructed on all portions of the VSPG Parcel, except for the No Building Area, or (b) require any plans relating to such residential structures to be submitted to any other party to this Agreement for design or architectural review or approval.

5. Amendment to Prohibition on Barriers. Section 5(c) of the Agreement is hereby amended to add the following to the end of the Section:

Notwithstanding anything contained in the Agreement to the contrary, fences around any residential common areas and/or open spaces on the VSPG Parcel may be installed, so long as reasonable access driveways in the Common Areas are not closed or blocked.

6. Effect of Amendment. In the event of any inconsistency between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control. Except as modified by this Amendment, the Agreement shall continue in full force and effect.

7. Miscellaneous. This Amendment shall inure to the benefit of, and be binding on, each Party and owner of any property subject to the Agreement and the heirs, personal representative, successors and assigns of each Party and owner of any property subject to the Agreement. The Recitals and Exhibits

hereto are hereby incorporated into this Amendment. This Amendment may be executed in in number of identical counterparts each of which shall be considered an original, but together shall constitute but one and the same Agreement. Facsimile signature and signatures delivered via electric mail are equivalent to original signatures.

[Signatures on following pages]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to Restrictions and Easements Agreement to be effective as of the date first above written.

"SMITH'S"

SMITH'S FOOD & DRUG CENTERS, INC., an Ohio corporation

By: [Signature]
Name: Rich J. Landrum
Its: Vice President

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)



The foregoing instrument was acknowledged before me on this 23rd day of April, 2020 by Rich J. Landrum, who executed the foregoing instrument as Vice President of SMITH'S FOOD & DRUG CENTERS, INC., an Ohio corporation.

[Signature: Deborah Moore]
NOTARY PUBLIC

My Commission Expires:
4/24/2024



DEBORAH MOORE
Notary Public, State of Ohio
My Commission Expires
April 24, 2024

“VSPG”

VILLAGE SQUARE AT PLEASANT GROVE, L.C., a Utah limited liability company

By: *Douglas A. Nielson*
Name: Douglas A. Nielson
Its: Member

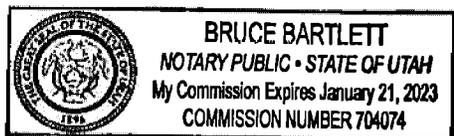
By: *Steven A. Bushman*
Name: Steven Bushman
Its: Member

STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me on this 17th day of April, 2020 by Douglas A. Nielson, who executed the foregoing instrument as member of VILLAGE SQUARE AT PLEASANT GROVE, L.C., a Utah limited liability company.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-21-23



STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me on this 17th day of April, 2020 by Steven Bushman, who executed the foregoing instrument as member of VILLAGE SQUARE AT PLEASANT GROVE, L.C., a Utah limited liability company.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-21-23



"MILLER"

MILLER-SMOOT INVESTMENTS, L.C., a Utah limited liability company

By: [Signature]
Name: Craig Miller
Its: Manager

STATE OF UTAH)
) SS:
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me on this 17th day of April, 2020 by Craig Miller, who executed the foregoing instrument as manager of MILLER-SMOOT INVESTMENTS, L.C., a Utah limited liability company.

[Signature]
NOTARY PUBLIC

My Commission Expires: 1-21-23

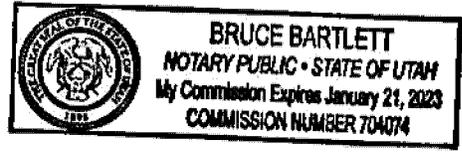


EXHIBIT A**TO****SECOND AMENDMENT TO RESTRICTIONS AND EASEMENTS AGREEMENT****Legal Description of the Property Subject to the Agreement****Smith's Original Parcel:**

The following real property located in Utah County, Utah more particularly described as follows:

Beginning at a point of intersection of the Southwesterly Line of State Highway 89 and the Southerly Line of 700 South Street being 404.43 feet South 89°21'36" West along the Quarter Section Line and 85.65 feet South from the East Quarter Corner of said Section 29; and running thence South 42°05'24" East 477.61 feet along the Southwesterly Line of said State Highway to the projection of the Northwesterly Line of the L. Jay Nielsen Property; thence along said Nielsen Property Line the following three courses: South 63°46' West 468.95 feet, South 2°09' East 205.65 feet, and South 8°31' West 8.48 feet to a point on the projection of an existing Boundary Line Fence; thence along said Existing Fence the following Four courses: North 89°17'08" West 415.73 feet to an Existing Fence Corner North 0°24'10" West 134.57 feet, North 2°25'53" East 108.15 feet, and North 0°16'06" West 464.86 feet to a point on the Southerly Line of 700 South Street; thence along said Southerly Line the following four courses: North 89°18'44" East 9.70 feet, South 89°32'45" East 347.32 feet to a point of curvature; thence Northeasterly along the arc of a 197.02 foot radius curve to the left a distance of (Arc Length) 139.86 feet. Central Angle equals $40E40=21@$ and Long Chord bears North 70°07'05" East 136.94 feet to a point of tangency; and North 49°46'54" East 29.46 feet to the point of beginning.

LESS AND EXCEPTING: All of Lot 5 of Smith's #73, a Commercial Plan Development, according to the official Plat on file with the Utah County Recorder, State of Utah.

ALSO EXCEPTING:

A part of the Southeast Quarter of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey in the City of Pleasant Grove, Utah County, Utah:

Beginning at a point 223.44 feet South 89°21'36" West along the Quarter Section Line, 288.03 feet South and 251.00 feet South 47°54'36" West from the East Quarter Corner of said Section 29; and running thence South 42°05'24" East 136.32 feet to the Northwesterly Line of the L. Jay Nielsen Property; thence South 63°46' West 208.02 feet along said Nielsen Property Line to the Northwesterly corner thereof; thence North 2°09' West 103.66 feet; thence North 47°54'36" East 133.56 feet to the point of beginning.

Village Square Original Parcel:

The following real property located in Utah County, Utah more particularly described as follows:

A part of the Southwest Quarter of Section 28 and the Southeast Quarter of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian, U. S. Survey in the City of Pleasant Grove, Utah County, Utah:

Beginning at a point on the Southwesterly Line of State Highway 89 being 541.81 feet South $0^{\circ}22'25''$ East along the Quarter Section Line from the East Quarter Corner of said Section 29; and running thence South $42^{\circ}05'24''$ East 562.30 feet along the Southwesterly Line of said State Highway to the Northwesterly Line of the Walker Investments Deed; thence South $48^{\circ}23'35''$ West 171.20 feet along said deed line to a point on the projection of an Existing Boundary Line Fence; thence along said Boundary Line Fences the following Nine courses: North $89^{\circ}52'56''$ West 37.72 feet to an Existing Fence Corner; South $4^{\circ}49'39''$ East 171.98 feet to an Existing Fence Corner; North $86^{\circ}53'56''$ West 68.54 feet; North $89^{\circ}34'10''$ West 79.06 feet; North $89^{\circ}49'15''$ West 164.46 feet; North $89^{\circ}41'45''$ East 133.56 feet; South $84^{\circ}44'11''$ West 30.09 feet; North $89^{\circ}41'59''$ West 9.86 feet and North $7^{\circ}21'14''$ East 376.56 feet to an Existing Rebar; thence North $82^{\circ}07'27''$ West 10.31 feet to an Existing Deed Line; thence North $8^{\circ}31'00''$ East 8.48 feet along said Deed Line; thence North $2^{\circ}09'00''$ West 309.31 feet along said Deed Line; thence North $47^{\circ}54'36''$ West 133.56 feet; thence South $42^{\circ}05'54''$ East 136.32 feet to an existing Deed Line; thence North $63^{\circ}46'00''$ East 260.93 feet along said Deed Line to a point on the Southwesterly Line of State Highway 89; thence South $42^{\circ}05'24''$ East 130.98 feet along said Southwesterly Line to the point of Beginning.

JNB Original Parcel:

The following real property located in Utah County, Utah more particularly described as follows:

ALL OF LOT 5 OF SMITH'S #73, A COMMERCIAL PLAN DEVELOPMENT, ACCORDING TO THE OFFICIAL PLAT ON FILE WITH THE UTAH COUNTY RECORDER.

EXHIBIT B

TO

SECOND AMENDMENT TO RESTRICTIONS AND EASEMENTS AGREEMENT

VSPG Parcel Legal Description

The following real property located in Utah County, Utah more particularly described as follows:

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 2 EAST, S.L.B.&M., UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 29; THENCE S. 00°22'25" E. A DISTANCE OF 663.05 FEET ALONG THE SECTION LINE; THENCE WEST A DISTANCE OF 133.84 FEET TO THE REAL POINT OF BEGINNING;

THENCE S. 42°05'24" E. A DISTANCE OF 259.15 FEET; THENCE N. 47°54'36" E. A DISTANCE OF 43.73 FEET; THENCE S. 65°18'36" E. A DISTANCE OF 123.00 FEET; THENCE S. 40°24'52" E. A DISTANCE OF 46.29 FEET; THENCE N. 48°46'00" E. A DISTANCE OF 89.14 FEET; THENCE S. 42°05'24" E. A DISTANCE OF 141.73 FEET; THENCE S. 48°23'35" W. A DISTANCE OF 171.19 FEET; THENCE N. 89°52'56" W. A DISTANCE OF 311.83 FEET; THENCE S. 04°06'00" E. A DISTANCE OF 164.14 FEET; THENCE N. 89°46'14" W. A DISTANCE OF 375.67 FEET; THENCE N. 88°05'00" W. A DISTANCE OF 111.88 FEET; THENCE N. 07°21'14" E. A DISTANCE OF 366.40 FEET; THENCE N. 82°07'27" W. A DISTANCE OF 10.31 FEET; THENCE N. 08°31'00" E. A DISTANCE OF 8.48 FEET; THENCE N. 02°09'00" W. A DISTANCE OF 31.30 FEET; THENCE N. 87°51'00" E. A DISTANCE OF 196.61 FEET; THENCE N. 47°54'36" E. A DISTANCE OF 232.30 FEET TO THE REAL POINT OF BEGINNING, CONTAINING 296,431 SQ. FEET OR 6.81 ACRES OF LAND.

EXHIBIT C

TO

SECOND AMENDMENT TO RESTRICTIONS AND EASEMENTS AGREEMENTVSPG Parcel Reduced No Building Area Legal Description

The following real property located in Utah County, Utah more particularly described as follows:

A PARCEL OF LAND LYING WITHIN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 5 SOUTH, RANGE 2 EAST, S.L.B.&M., UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 29; THENCE S. 00°22'25" E. A DISTANCE OF 506.63 FEET ALONG THE SECTION LINE; THENCE WEST A DISTANCE OF 276.80 FEET TO THE REAL POINT OF BEGINNING;

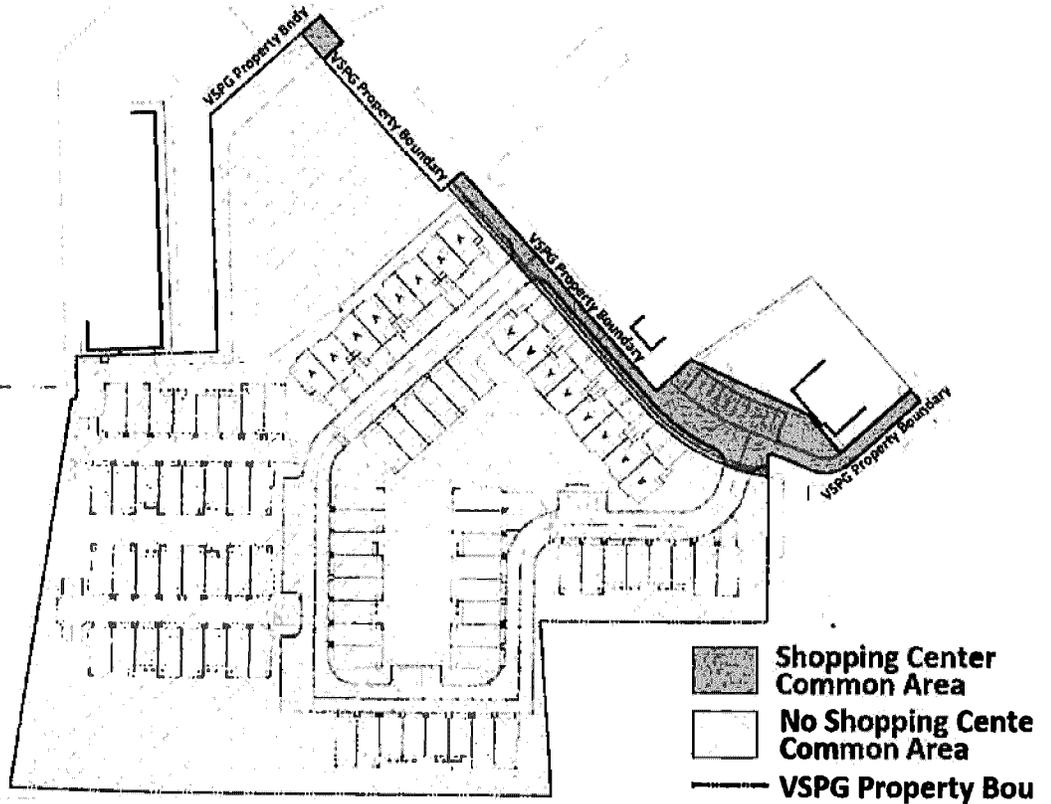
THENCE S. 42°05'24" E. A DISTANCE OF 32.58 FEET; THENCE S. 47°54'36" W. A DISTANCE OF 24.78 FEET; THENCE S. 42°05'24" E. A DISTANCE OF 149.50 FEET; THENCE N. 47°54'36" E. A DISTANCE OF 206.78 FEET; THENCE S. 42°05'24" E. A DISTANCE OF 15.50 FEET; THENCE S. 47°54'36" W. A DISTANCE OF 180.00 FEET; THENCE S. 42°05'24" E. A DISTANCE OF 15.00 FEET; THENCE S. 47°54'36" W. A DISTANCE OF 232.30 FEET; THENCE S. 87°51'00" W. A DISTANCE OF 65.98 FEET; THENCE N. 02°09'00" W. A DISTANCE OF 222.02 FEET; THENCE N. 47°54'36" E. A DISTANCE OF 138.36 FEET TO THE REAL POINT OF BEGINNING, CONTAINING 49,195 SQ. FEET OR 1.132 ACRES OF LAND.

EXHIBIT C-1

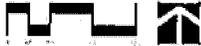
TO

SECOND AMENDMENT TO RESTRICTIONS AND EASEMENTS AGREEMENT

VSPG Parcel Common Area



April 10, 2020



Shared Access A

Village Square Deve
882 S State St, Pleasant Grc

EXHIBIT C-2
TO
SECOND AMENDMENT TO RESTRICTIONS AND EASEMENTS AGREEMENT

VSPG Parcel Reduced No Building Area Depiction
(Shown in Cross-Hatch)

