

Recording requested by:
Smith's Food And Drug Centers, Inc.

*
*
*
*
*
*
*
*
*
*

When recorded mail to:
Kyle S. McKay
Smith's Food And Drug Centers, Inc.
1550 South Redwood Road
Salt Lake City, Utah 84104

ENT 65962 BK 4689 PG 766
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1998 Jul 01 10:51 am FEE 16.00 BY SS
RECORDED FOR CENTURY TITLE

CXC 4980

AMENDMENT TO RESTRICTIONS AND EASEMENTS AGREEMENT

This Amendment to Restrictions and Easements Agreement, (the "**Amendment**") is made as of the 19th day of June, 1998 among SMITH'S FOOD & DRUG CENTERS, INC., a Delaware corporation ("**Smith's**"), VILLAGE SQUARE AT PLEASANT GROVE, L.C., a Utah limited liability company ("**Village Square**"), JNB DEVELOPMENT GROUP, L.C., a Utah limited liability company ("**JNB**") and L. Jay Nielsen, an individual ("**Nielsen**") (collectively referred to as "**Parties**").

WITNESSETH

WHEREAS, Smith's, Village Square and Nielsen previously entered into a Restrictions and Easements Agreement dated as of June 2, 1998 (the "**Agreement**"), and recorded in the offices of the Utah County Recorder, State of Utah as Entry No. 56260 in Book 4660 at pages 264 through 280; and

WHEREAS, JNB owns a parcel of property located adjacent to property owned by Smith's and Village Square which more fully described on Exhibit "A" hereto ("**JNB Parcel**"); and

WHEREAS, JNB now desires to enter into and be bound and benefitted by the terms of the Agreement; and

WHEREAS, Smith's, Village Square and Nielsen each desire that JNB and the parcel owned by JNB be subject to the terms of the Agreement.

THEREFORE, based on the mutual covenants and obligations contained in the Agreement and to be assumed by this Amendment, the Parties agree as follows:

1. The Parties agree that the Agreement, and all of its terms, conditions, obligations and rights shall be amended and shall apply to JNB and the JNB Parcel described on Exhibit "A" to the extent provided in the Agreement.
2. JNB agrees to be bound by the terms of the Agreement as if an original signatory thereto.

Agreed to by the Parties as of the date first set forth in this document.

SMITH'S FOOD & DRUG CENTERS, INC., L. JAY NIELSEN
a Delaware corporation

By: *Ken Martindale*
Executive
Its: Vice-President

By: *L. Jay Nielsen*
L. Jay Nielsen

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

JNB DEVELOPMENT GROUP, L.C., A Utah limited liability company

By: *Paula C. Njuba*
Its: member

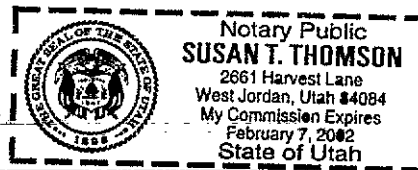
By: *Paula C. Njuba*
Its: member

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On JUNE 19, 1998, appeared before me, KEN MARTINDALE who acknowledged to me that he/she executed the foregoing instrument in their authorized and stated capacity on behalf of **SMITH'S FOOD & DRUG CENTERS, INC.,** a Delaware corporation.

WITNESS my hand and official seal.

Susan T. Thomson
NOTARY PUBLIC

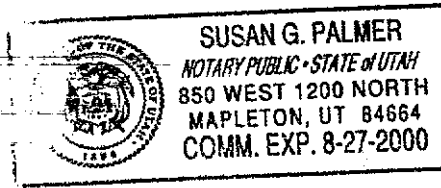


STATE OF UTAH)
) ss.
COUNTY OF Utah)

On June 23, 1998, appeared before me, Douglas A. Nielson, member who acknowledged to me that he executed the foregoing instrument in his authorized and stated capacity on behalf of **VILLAGE SQUARE AT PLEASANT GROVE, L.C.**, a Utah limited liability company.

WITNESS my hand and official seal.

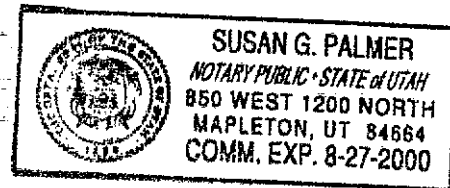
Susan G. Palmer
NOTARY PUBLIC



STATE OF UTAH)
) ss.
COUNTY OF UTAH)

On June 30, 1998, appeared before me, L. Jay Nielsen who acknowledged to me that he executed the foregoing instrument.

Susan G. Palmer
NOTARY PUBLIC



STATE OF UTAH)
) ss.
COUNTY OF Utah)

On June 23, 1998, appeared before me, Douglas A. Nielson, member who acknowledged to me that he executed the foregoing instrument in his authorized and stated capacity on behalf of **JNB DEVELOPMENT GROUP, L.C.**, a Utah limited liability company.
WITNESS my hand and official seal.

Susan G. Palmer
NOTARY PUBLIC



EXHIBIT "A"
to
AMENDMENT TO RESTRICTIONS AND EASEMENTS AGREEMENT

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

Contains 43,163 sq. ft.
or 0.991 acre