

WHEN RECORDED, MAIL TO:
SMITH'S FOOD & DRUG CENTERS, INC.
Attention: Director of Real Estate Legal Services
1550 South Redwood Road
Salt Lake City, UT 84104

12765714
5/3/2018 10:23:00 AM \$28.00
Book - 10671 Pg - 1698-1703
ADAM GARDINER
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 6 P.

LC 043-0313

SPACE ABOVE FOR RECORDER'S USE

FIRST AMENDMENT TO RESTRICTIONS AND EASEMENTS AGREEMENT

This First Amendment to Restrictions and Easements Agreement ("AREA") is made to be effective as of the 18th day of April, 2018, between Smith's Food & Drug Centers, Inc., an Ohio corporation, herein called "Smith's," and DB Trail Crossing, LLC, a Delaware limited liability company, herein called "Developer."

RECITALS

- A. Smith's and Developer have previously entered into that certain RESTRICTIONS AND EASEMENTS AGREEMENT dated November 25, 2015, and recorded on November 25, 2015, as document number 12178028, at book 10382, page 6541-6562, in the land records of Salt Lake County, Utah ("REA").
- B. Developer has leased Pad D, as defined below to McDonald's USA, LLC ("McDonald's") and in connection with McDonald's proposed development of Pad D, it requires that an exception be made to the parking requirements stated in the REA.
- C. Smith's and Developer now desire to amend the REA to accommodate McDonald's development of Pad D as stated herein.

AGREEMENT

In consideration that the following encumbrances shall be binding upon the parties hereto and shall attach to and run with the Smith's Lot and the Developer Lots, and shall be for the benefit of and shall be limitations upon all future owners of the Smith's Lot and the Developer Lots and that all easements, restrictions and other covenants herein set forth shall be appurtenant to the dominant estates and obligations on the servient estates, and in consideration of the promises, covenants, conditions, restrictions, easements and encumbrances contained herein, Smith's and Developer do hereby agree as follows:

1. Building Area Amendment.

Article 1(a) of the REA is hereby amended by adding the following sentence at the end of Article 1(a):

"Notwithstanding the foregoing or anything in this Article 1(a) to the contrary 'Dev. Lot C-105 Rest. D' on the Site Plan ("Pad D") shall be allowed a maximum Floor Area of 5,400 square feet."

2. Site Plan.

The Site Plan must be amended to show the configuration of the development on Pad D. Therefore, that portion of the Site Plan which shows Pad D is hereby deleted and replaced with the attached Exhibit A – Page Two Pad D Development.

3. Parking Amendment.

Article 2(c) of the REA is hereby amended by adding the following sentence at the end of Article 2(c):

“Notwithstanding the foregoing, McDonald’s development of ‘Dev. Lot C-105 Rest. D’ on the Site Plan (“Pad D”) shall not be subject to the parking requirements, provided at least 28 parking spaces are provided on Pad D”

4. Counterpart Signatures.

This AREA may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to constitute one and the same instrument, and shall be effective upon execution of any one (1) or more of such counterparts by each of the parties hereto and delivery of one (1) or more of such counterparts (or a telecopy thereof) to the other party.

5. Ratification.

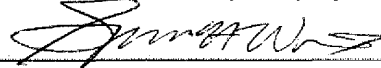
Except as specifically modified by this AREA, all other terms and provisions of the REA shall remain in full force and effect, and is hereby confirmed.

IN WITNESS WHEREOF, the parties hereto have executed this AREA the day and year first above written.

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

By: 
Its: VICE PRESIDENT

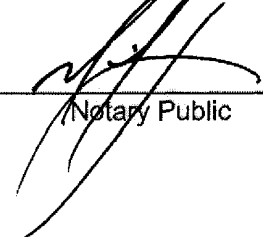
DB TRAIL CROSSING, LLC,
a Delaware limited liability company

By: 
Its: MANAGER

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

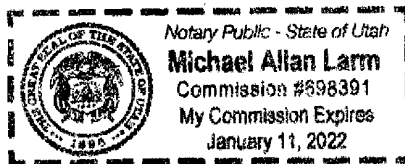
I, MICHAEL LARM, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that STEVEN SORENSON, as VICE PRESIDENT of SMITH FOOD + DRUG CENTERS, a OHIO corporation, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of said company/corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 18 day of APRIL, 2018



Notary Public

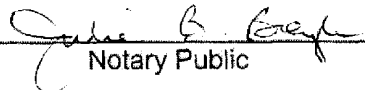
My commission expires 01/11/22



STATE OF Utah)
) SS:
COUNTY OF Davis)

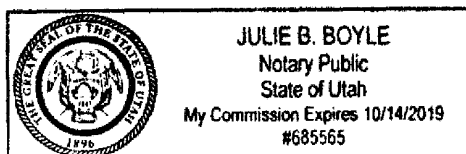
I, JULIE B. BOYLE, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that Spencer H. Wright, as Manager of DB Trail Crossing LLC, a LLC corporation, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party appeared before me this day in person and acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of said company/corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 14 day of April, 2018



Notary Public

My commission expires 10-14-2019





NOTE:
 ALL EXISTING PERIMETER CURB &
 SIDEWALK TO BE REPLACED IF
 DAMAGED DURING CONSTRUCTION

Lot C-105
 DB Trill Crosson, LLC
 Entry No. 12148274

East Point Building
 BUILDING 3011
 EAST IN LANDSCAPE AREA

MCDONALD'S
 SHOPS 4532 WPT
 5,718 08025 5021

DAYBREAK PARKWAY (1800 SOUTH)
 (Carroll Park Highway)

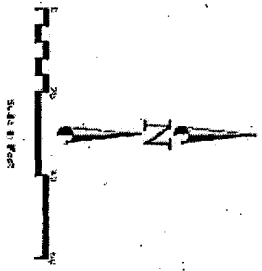


EXHIBIT A -- PAGE TWO
 PAD DEVELOPMENT
 SITE IMPROVEMENT PLAN

~~EXHIBIT "B"~~

**Trail Crossing
Smith's Lots**

October 21, 2015

All of Lots C-101 and C-102 of Kennecott Day Break Village 7A Plat 1 Subdivision,
Amending Lots B3 and WTC2 of Amended Lots B2, B3, OS2, T4 and WTC2 Kennecott Master
Subdivision #1 lying within the Southwest Quarter of Section 24, Township 3 South, Range 2
West, Salt Lake Base and Meridian, U.S. Survey in South Jordan City, Salt Lake County, Utah.

**Contains 572,604 sq. ft.
or 13.145 acres**

Tax ID No. 26-24-353-002
Tax ID No. 26-24-353-003

~~BK 10382 PG 6564~~

BK 10671 PG 1702

~~EXHIBIT "C"~~

**Trail Crossing
Developer Lots**

October 21, 2015

All of Lots C-103, C-104, C-105, C-106, C-107, C-108, and C-109 of Kennecott Day Break Village 7A Plat 1 Subdivision, Amending Lots B3 and WTC2 of Amended Lots B2, B3, OS2, T4 and WTC2 Kennecott Master Subdivision #1 lying within the Southwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey in South Jordan City, Salt Lake County, Utah.

**Contains 505,425 sq. ft.
or 11.603 acres**

TAX ID No. 26-24-353-004
TAX ID No. 26-24-353-005
TAX ID No. 26-24-353-006
TAX ID No. 26-24-353-007
TAX ID No. 26-24-353-008
TAX ID No. 26-24-353-009
TAX ID No. 26-24-353-001

~~BK 10382 PG 6562~~

BK 10671 PG 1703