

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Paul M. Harman, Esq.
Jones Waldo Holbrook & McDonough, P.C.
170 South Main Street, Suite 1500
Salt Lake City, Utah 84101

FIRST AMENDMENT TO PARKING AND ACCESS EASEMENT AGREEMENT

THIS FIRST AMENDMENT TO THE PARKING AND ACCESS EASEMENT AGREEMENT of March 28th, 2005 (the "Easement Agreement") is entered into this 14th day of November, 2006 ("Effective Date"), by and between, LOWE'S HIW, INC., a Washington corporation ("Lowe's"), and SAMUEL F. GRANATO, as Trustee of the SAMUEL FRANK GRANATO FAMILY TRUST, dated June 24, 1997, ("Granato") (sometimes collectively, the "Parties" and individually, a "Party").

WITNESSETH:

A. WHEREAS, Lowe's is the "Owner" of the "Lowe's Property" depicted as the "Lowe's Parcel" on the site plans attached hereto as Exhibit A-1 and Exhibit A-2 (collectively the "Site Plan"), the legal description of which is set forth on Exhibit B; and

B. WHEREAS, Granato is the "Owner" of the "Granato Property" depicted as the "Granato Parcel" on the Site Plan, the legal description of which is set forth on Exhibit C; and

C. WHEREAS, the Parties entered into that certain Easement Agreement dated March 28, 2006, and

D. WHEREAS, the Parties desire to amend that certain Easement Agreement in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

10196321
08/17/2007 09:00 AM \$27.00
Book - 9504 Pg - 8080-8088
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
JONES WALDO HOLBROOK MCDONOUGH
170 S MAIN ST STE 1500
SLC UT 84101
BY: ZJM, DEPUTY - WI 9 P.

Lowe's Salt Lake
September 13, 2006

1. Duration of Easement Agreement. Notwithstanding anything to the contrary set forth in Sections 2(a), 2(b), 6, or 10 of the Easement Agreement, and so long as Granato or its successors or assigns operates a bakery, delicatessen, specialty food market, and associated warehouse on the Granato Property, the Easement Agreement shall last for a minimum period of five (5) years from the Effective Date thereof.

2. Notice. The following shall be added as Section 28 of the Easement Agreement: "Following termination of this Easement Agreement, as provided for herein, the Parties shall promptly cause notice of such termination to be given to the Salt Lake City Corporation at:

Salt Lake City Corporation
Building Services & Licensing
Attn: Alan Michelsen
451 South State Street, Suite 215
Salt Lake City, UT 84111."

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

LOWE'S HIW, INC.,
a Washington corporation

By: David E. Shelton
Name: David E. Shelton
Title: Senior Vice President

PA 09

SAMUEL F. GRANATO, as Trustee of the
SAMUELFRANK GRANATO FAMILY TRUST,
dated June 24, 1997.

By: Samuel F. Granato
Name: Samuel F. Granato
Title: Trustee

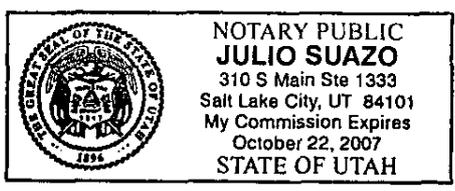
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 13th day of September, 2006, before me, a Notary Public in and for said State, personally appeared Samuel F. Granato, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the Trustee of the Samuel Frank Granato Family Trust, dated June 24, 1997, and that he/she executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he/she executed such instrument as the act and deed of said corporation.

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

Notary Public: *Julio Suazo*
Printed Name: Julio Suazo

My Commission Expires: 10/22/07



STATE OF NORTH CAROLINA)
) ss.
COUNTY OF WILKESBORO)

On this 14th day of November, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared David E. Shelton, to me personally known to be the person described in and who executed the foregoing instrument, who, being by me first duly sworn, stated that he/she is the Sr. Vice President of Lowe's HIW, INC., a Washington corporation, and that he/she executed such instrument on behalf of said corporation by authority of its board of directors, and said person acknowledged to me that he/she executed such instrument as the act and deed of said corporation.

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

Notary Public: Sheila H. Vannoy
Printed Name: Sheila H. Vannoy
My Commission Expires: 10-6-08

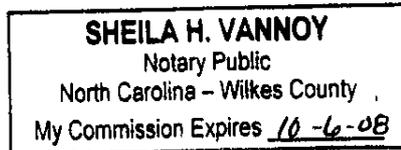
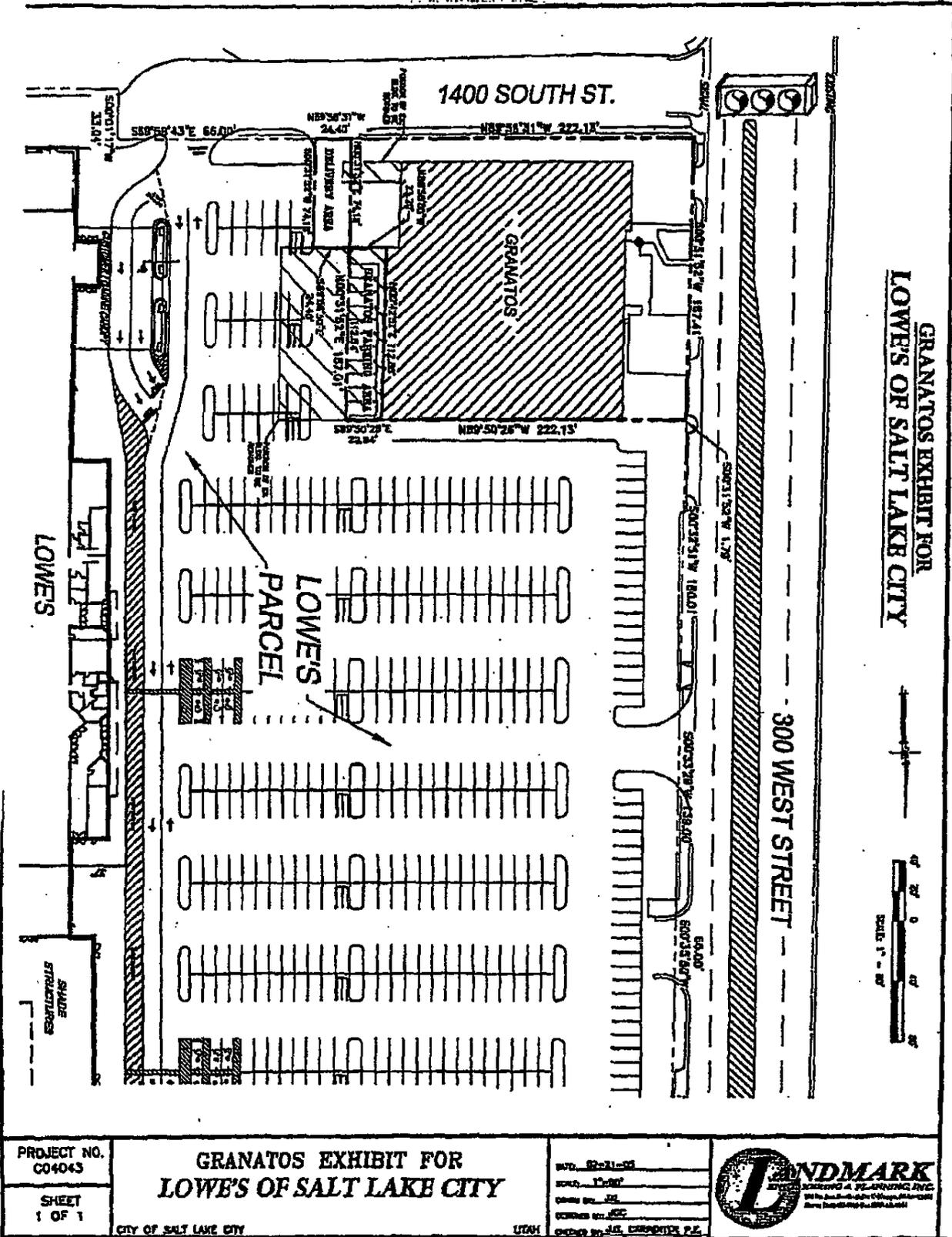


Exhibit A-2



GRANATOS EXHIBIT FOR
LOWE'S OF SALT LAKE CITY



PROJECT NO.
C04043

GRANATOS EXHIBIT FOR
LOWE'S OF SALT LAKE CITY

SHEET
1 OF 1

CITY OF SALT LAKE CITY

UTAH

DATE: 02-21-01
SCALE: 1/8\"/>



© 2000 LANDMARK ENGINEERING & PLANNING, INC. ALL RIGHTS RESERVED. 2/21/01 2:00 PM. JAMES F. HARRIS, PROJECT MANAGER AND F. JAMES HARRIS, INC. ALL RIGHTS RESERVED.

Exhibit B

All of Lot 2, Lowe's Subdivision as recorded in the office of the Salt Lake County recorder on August 3, 2006 as Entry No. 9801650 in Book 2006P at Page 215.

Exhibit C

All of Lot 1, Lowe's Subdivision as recorded in the office of the Salt Lake County recorder on August 3, 2006 as Entry No. 9801650 in Book 2006P at Page 215.