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1/10/2014 2:44:00 PM \$27.00
Book - 10204 Pg - 7467-7475
Gary W. Ott
Recorder, Salt Lake County, UT
BONNEVILLE SUPERIOR TITLE
BY: eCASH, DEPUTY - EF 9 P.

When Recorded Return To:

Kantor Taylor Nelson Evatt & Decina PC
901 Fifth Avenue
Suite 4000
Seattle, Washington 98164
Attn: Glenn J. Amster

BST # 169827
27-32-351-001

**THIRD AMENDMENT TO RESTRICTION
AGREEMENT AND GRANT OF EASEMENTS**

THIS THIRD AMENDMENT to Restriction Agreement and Grant of Easements (“**Third Amendment**”) is made as of this 23rd day of December, 2013, by and between RIVERTON DEPOT, LLC, a Utah limited liability company (“**Riverton Depot**”), HD DEVELOPMENT OF MARYLAND, INC. a Maryland corporation (“**Home Depot**”) and RW Riverton Clinic, LLC (“**RW Riverton**”) (Riverton Depot, Home Depot and Rockworth are referred to herein collectively as the “**Parties**”).

WITNESSETH

A. Riverton Land Holdings, L.L.C., a Colorado limited liability company (“**Developer**”) and Home Depot entered into that certain Restriction Agreement and Grant of Easements, dated as of December 1, 2005, recorded with the Salt Lake County Recorder on December 1, 2005, as Entry No. 9569861, Book 9224 at Page 9448 (“the “**Original RAGE**”). The Original RAGE has been amended and supplemented by (i) that certain First Amendment to Restriction Agreement and Grant of Easements, dated as of March 31, 2006, recorded with the Salt Lake County Recorder on April 20, 2006, as Entry No. 9699445, Book 9282, at Page 9735 (“**First Amendment**”) and (ii) that certain Second Amendment to Restriction Agreement and Grant of Easements, dated as of June 3, 2008, recorded with the Salt Lake County Recorder on June 20, 2008, as Entry No. 10458458, Book 9619, at Page 1070 (“**Second Amendment**”) (the Original RAGE, as so amended and supplemented, is hereinafter called the “**RAGE**”), which burden the Home Depot Parcel and the Developer Parcel, as the same may be defined in the RAGE, for the purposes of setting forth their understandings and agreements relating to the development, construction, use and restrictions for the Shopping Center; and

B. Home Depot, as Seller, has entered into a Purchase and Sale Agreement with Rockworth Companies, LLC, as Purchaser (“**Rockworth**”), for the parcel identified as the “**Rockworth Outparcel**” on the Site Plan (the new definition of which is set forth below), which is described in Exhibit “B” attached hereto and incorporated herein by this reference. The RAGE did not contemplate the Rockworth Outparcel, which has been or will be created through a division of the Home Depot Parcel. Rockworth subsequently assigned its interest in the

Agreement to RW Riverton

C. Riverton Depot, as the owner of the largest portion of Land Area within the Developer Parcel, and Home Depot (the Consenting Owners), now desire to amend the RAGE to accommodate Home Depot's sale of the Rockworth Outparcel, provided the Rockworth Outparcel is made subject to the RAGE, all as more fully set forth herein.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. All references to Site Plan or Exhibit "A" in the RAGE shall mean and refer to Exhibit "A", attached hereto and incorporated herein by this reference.

2. All references to the Home Depot Parcel or Exhibit B-2 in the RAGE shall mean and refer to the parcel legally described on Exhibit "C" attached hereto and identified on the Site Plan as the Home Depot Parcel.

3. Section 1(y) of the RAGE is hereby amended to add, after the words "and 13," the words "and the Rockworth Outparcel. Except for the Rockworth Outparcel, . . .".

3. Section 1 (bb) of the RAGE is hereby amended to add, after the words, "the Home Depot Parcel", the words "the Rockworth Outparcel and".

4. Section 2.1 of the RAGE is hereby deleted and replaced in its entirety with the following:

2.1 Building Location. All Buildings on Lot 4, Lot 5 and the Rockworth Outparcel shall be placed or constructed only within the Building Areas. Buildings on Lots 4 and 5, and the Rockworth Outparcel, may be located (or relocated) anywhere within the Building Area provided the total Floor Area of all Buildings constructed within a Building Area does not exceed the lesser of the maximum square footage of Floor Area permitted on such Parcel by the application of the minimum parking requirements set forth in Section 4.1 below. Prior to commencing construction of any Buildings or Improvements on Lot 2, Lot 3 or the Rockworth Outparcel, the Owner of the Home Depot Parcel must approve, in writing, a detailed site and elevation plan, showing the Building Areas, parking, access, automobile stacking, and other matters reasonably requested by the Owner of the Home Depot Parcel, for each of Lots 2 and 3, and the Rockworth Outparcel. Home Depot's approval of the site and elevation plan shall not be unreasonably withheld, conditioned, or delayed. All unimproved portions of a Parcel shall be covered by decomposed granite, gravel, sod, hydroseed, or as otherwise permitted by Governmental Regulations and kept weed free and clean at the subject Owner's sole cost and expense until such time as Buildings are constructed thereon.

5. Section 2.3 (g) of the RAGE is hereby amended to add, after the reference to "Home Depot Parcel", the words "and, further, no approval from, nor submittals to, the Owner of the Developer Parcel shall be required for Improvements on the Rockworth Outparcel".

6. Section 3.3 (a) of the RAGE is hereby amended to add, after the first sentence, the following new sentence:

In addition, each Owner, as grantor, hereby grants to the Owner of the Rockworth Parcel, as grantee, a nonexclusive easement under, through, and across the Permanent Drives (as defined below) for such purposes.

7. Section 4.1(a) of the RAGE is hereby amended to add, at the beginning of the second sentence therein, the words "The Owner of the Rockworth Outparcel shall be able to use on a nonexclusive basis up to 60 parking spaces on the Home Depot Parcel in the area depicted on the Site Plan if authorized by the Owner of the Home Depot Parcel, but in all other cases, . . .".

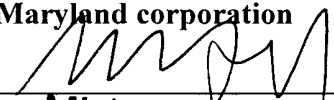
8. Section 6.4 of the RAGE is hereby amended to add, at the end of the sentence beginning, "The term "PD Served Parcel" shall mean . . .", the words "and the Rockworth Outparcel".

9. Except as expressly provided herein, the RAGE shall not otherwise be amended and shall remain in full force and effect. If there are any conflicts or inconsistencies between the provisions contained in this Third Amendment and the provisions contained in the RAGE, the provisions contained in this Third Amendment shall supersede, govern and prevail. The recital paragraphs at the beginning of this document are incorporated herein by this reference and made a part hereof. Capitalized terms used herein shall have the meanings ascribed to them in the RAGE, unless otherwise defined herein.

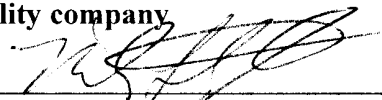
10. This Third Amendment may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the First Overlay Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Third Amendment to be duly executed as of the date first written above.

HD DEVELOPMENT OF MARYLAND, INC., a Maryland corporation

all By 
Name: Michael A. Dalton
Its Counsel

RIVERTON DEPOT, LLC, a Utah limited liability company

By 
Name: Mike Stangl
Its Manager

Acknowledged and Agreed to
this 23rd day of December 2013:

RW RIVERTON CLINIC, LLC, a Utah
limited liability company

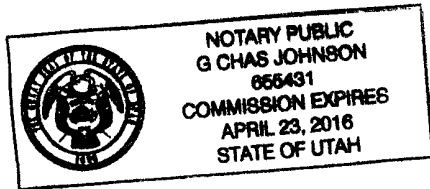
By: Rockworth Companies, LLC,
Its: Manager

By: [Signature] Spencer H. Hess
Name: J. Blair Jenkins Spencer H. Hess
Title: MANAGER

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

On this 23rd day of Dec, 2013, before me personally appeared Spencer H. Hess & J. Blair Jenkins to me known to be the Managers of Riverton Clinic LLC, a Utah limited liability company, that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is/are authorized to execute said instrument on behalf of the company.

Witness my hand and official seal hereto affixed the day and year first above written



[Signature]
Signature of Notary Public
Printed Name G. CHAS JOHNSON
Appt Exp 4/23/2016

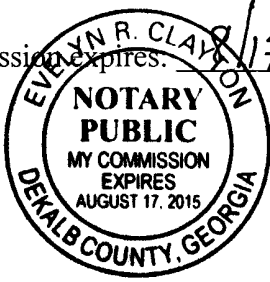
STATE OF GEORGIA)
)ss.
COUNTY OF COBB)

The foregoing instrument was acknowledged before me this 19th day of December, 2013 by Mike Dalton, Counsel of HD Development of Maryland, Inc., a Maryland corporation, on behalf of the corporation.

Evelyn R. Clayton
Notary Public

My commission expires 8/17/15

(SEAL)



STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

MS On this 23rd day of Dec, 2013, before me personally appeared MS Mike Stangl to me known to be the Manager of Depot LLC, a Utah limited liability company, that executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she is/are authorized to execute said instrument on behalf of the said company.

Witness my hand and official seal hereto affixed the day and year first above written



Dixie L Suite
Signature of Notary Public
Printed Name DIXIE L Suite
Appt Exp 3-31-2015

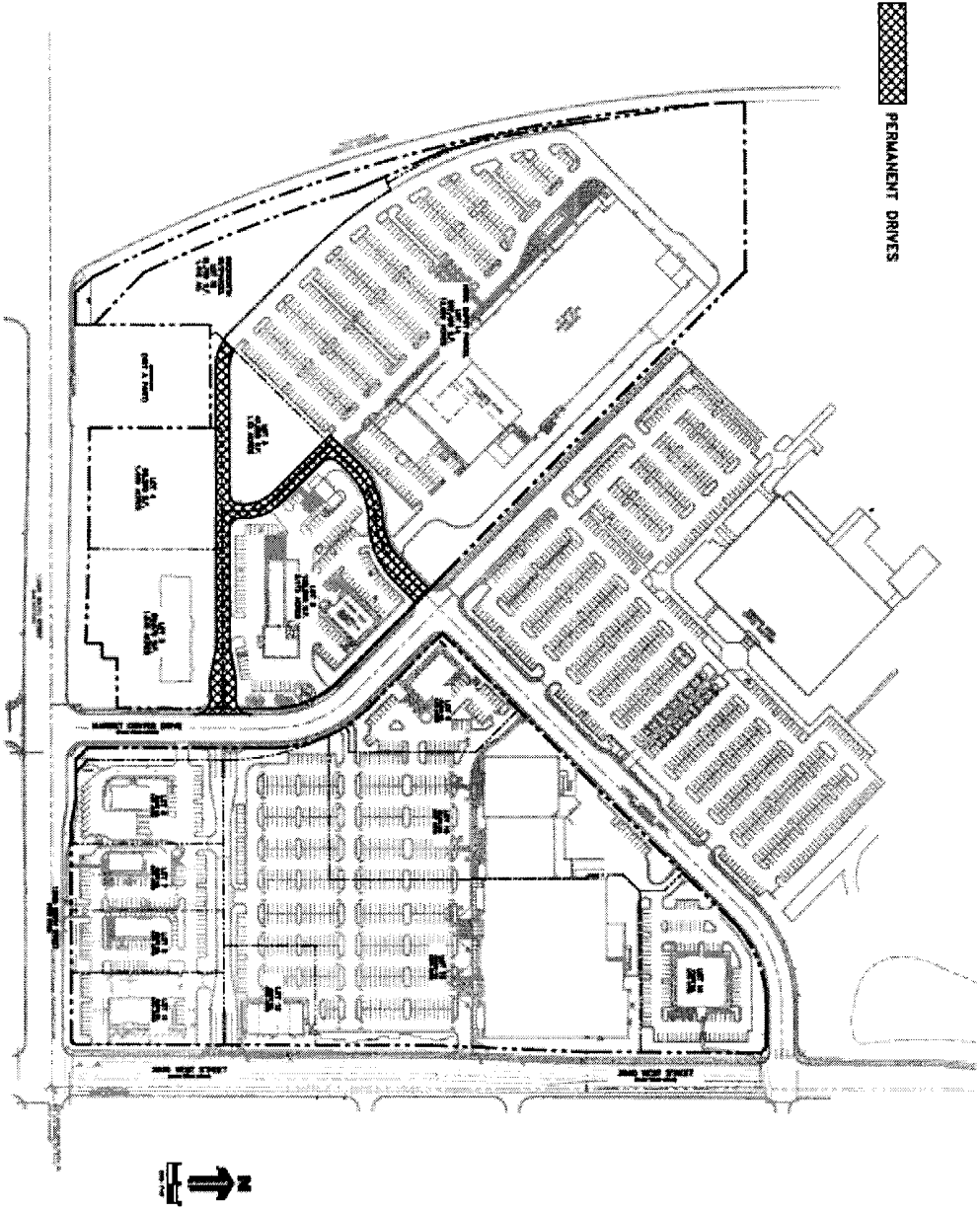
Exhibit A

Site Plan

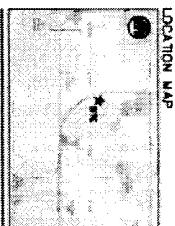
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SITE PLAN - EXHIBIT A
SCALE 1" = 80'



PERMANENT DRIVES



PROJECT INFORMATION

PROJECT NAME: RIVERTON - III, UTAH
 PROJECT NO: SS-00665-2003-N
 DATE: DECEMBER 18, 2013
 SHEET NO: 1 OF 1
 DESIGNER: GALLOWAY
 CLIENT: [REDACTED]

THESE PLANS WERE PREPARED BY:

NAME: [REDACTED] TITLE: [REDACTED]
 NAME: [REDACTED] TITLE: [REDACTED]
 NAME: [REDACTED] TITLE: [REDACTED]
 NAME: [REDACTED] TITLE: [REDACTED]

THESE PLANS WERE CHECKED BY:

NAME: [REDACTED] TITLE: [REDACTED]
 NAME: [REDACTED] TITLE: [REDACTED]

THESE PLANS WERE APPROVED BY:

NAME: [REDACTED] TITLE: [REDACTED]

SS-00665-2003-N
 RIVERTON - III,
 UTAH
 DEC 18, 2013
 SHEET 1 OF 1
 GALLOWAY
 1300 SOUTH 2000 WEST, SUITE 100, SALT LAKE CITY, UT 84119
 TEL: 801-488-8888 FAX: 801-488-8889
 WWW.GALLOWAY.COM

Exhibit B

Legal Description of Rockworth Outparcel

Portion of Parcel No. 27-32-351-001

Lot 1B, THE HOME DEPOT AMENDED (Amending Lot 1 of THE HOME DEPOT Subdivision, as recorded November 10, 2005, as Entry No. 9551334, in Book 2005P, Page 357, in the Office of the Salt Lake County Recorder, State of Utah), being more particularly described as:

Beginning at a point on the Southeasterly Line of Lot 1, The Home Depot, A Commercial Subdivision, on file and of record in the office of Salt Lake County Recorder, Book 2005P, Page 357, said point being North 89°51'36" West 1506.43 feet along the Section Line and perpendicularly North 00°08'24" East 349.44 feet from the South Quarter Corner of Section 32, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence the following four (4) courses along said Southeasterly Line of said Lot 1: 1) South 45°00'00" West 20.48 feet; 2) thence southeasterly 14.62 feet along the arc of a 200.00 foot radius curve to the right (center bears South 56°53'24" West and the chord bears South 31°00'55" East 14.62 feet with a central angle of 04°11'21"); 3) thence South 89°57'12" West 23.05 feet; 4) thence South 00°02'48" East 235.42 feet to a point on the Easterly line of a proposed Utah Department of Transportation Right of Way; thence the following seven (7) courses along said proposed Right of Way: 1) North 46°05'09" West 139.28 feet; 2) thence North 23°36'51" West 183.56 feet; 3) thence North 20°21'25" West 259.51 feet; 4) thence North 07°30'03" West 29.36 feet; 5) thence North 31°57'39" West 38.02 feet; 6) thence North 21°49'13" West 20.41 feet; 7) thence North 73°59'15" East 1.00 feet; thence North 73°59'15" East 25.35 feet; thence southeasterly 211.23 feet along the arc of a 885.50 foot radius curve to the left (center bears North 58°40'03" East and the chord bears South 38°09'59" East 210.73 feet with a central angle of 13°40'03"); thence South 45°00'00" East 220.29 feet; thence southeasterly 18.45 feet along the arc of a 100.50 foot radius curve to the left (center bears North 45°00'00" East and the chord bears South 50°15'37" East 18.43 feet with a central angle of 10°31'13") to the point of beginning.

Contains 64,148 square feet or 1.473 acres, more or less.

Exhibit C

Legal Description of Home Depot Parcel

Lot 1A, THE HOME DEPOT AMENDED (Amending Lot 1 of THE HOME DEPOT Subdivision, as recorded November 10, 2005, as Entry No. 9551334, in Book 2005P, Page 357, in the Office of the Salt Lake County Recorder, State of Utah), being more particularly described as:

Beginning at the Easternmost Corner of Lot 1, The Home Depot, on file and of record in the office of Salt Lake County Recorder, Book 2005P, Page 357, said corner being North 89°51'36" West 995.59 feet along the Section Line and perpendicularly North 00°08'24" East 752.20 feet from the South Quarter Corner of Section 32, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence the following four (4) courses along the Southeasterly Line of said Lot 1:

- 1) South 45°00'00" West 77.22 feet;
- 2) thence southwesterly 110.66 feet along the arc of a 150.00 foot radius curve to the right (center bears North 45°00'00" West and the chord bears South 66°08'03" West 108.17 feet with a central angle of 42°16'07");
- 3) thence southwesterly 110.66 feet along the arc of a 150.00 foot radius curve to the left (center bears South 02°43'52" East and the chord bears South 66°08'03" West 108.17 feet with a central angle of 42°16'07");
- 4) thence South 45°00'00" West 366.81 feet;
- thence northwesterly 18.45 feet along the arc of a 100.50 foot radius curve to the right (center bears North 34°28'48" East and the chord bears North 50°15'37" West 18.43 feet with a central angle of 10°31'13");
- thence North 45°00'00" West 220.29 feet;
- thence northwesterly 211.23 feet along the arc of a 885.50 foot radius curve to the right (center bears North 45°00'00" East and the chord bears North 38°09'59" West 210.73 feet with a central angle of 13°40'03");
- thence South 73°59'15" West 25.35 feet to a point on the Easterly Line of a proposed Utah Department of Transportation Right of Way; thence the following seven (7) courses along said Right of Way:
 - 1) North 23°21'16" West 85.13 feet;
 - 2) thence North 18°40'48" West 128.93 feet;
 - 3) thence northerly 196.82 feet along the arc of a 3,196.84 foot radius curve to the right (center bears North 77°48'42" East and the chord bears North 10°25'28" West 196.79 feet with a central angle of 03°31'39");
 - 4) thence North 11°22'35" East 31.04 feet;
 - 5) thence North 08°10'34" West 167.20 feet;
 - 6) thence North 05°43'09" West 130.46 feet;
 - 7) thence North 04°43'52" West 6.17 feet to a point on the Northerly Line of said Lot 1; thence South 89°58'20" East 327.86 feet along said Northerly Line;
 - thence South 45°00'00" East 919.66 feet along the Northeasterly Line of said Lot 1 to the point of beginning.

Contains 567,425 square feet or 13.026 acres.