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Book - 10281 Pg - 353-371
Gary W. Ott
Recorder, Salt Lake County, UT
HOLLAND & HART LLP CO
BY: eCASH, DEPUTY - EF 19 P.

After Recording Return To:
Greensfelder, Hemker & Gale, P.C.
10 S. Broadway, Suite 2000
St. Louis, MO 63102

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND EASEMENTS

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND EASEMENTS ("Second Amendment") is entered into effective as of December 11, 2014, between Harvest Pointe, LLC, a Utah limited liability company ("Harvest") and Jordan Parkway Members, LLC, a Missouri limited liability company ("Jordan").

RECITALS

A. Leon Peterson, a married man dealing with his sole and separate property ("Peterson"), and Albertson's, Inc. a Delaware corporation ("Old Albertson's") entered into that certain Declaration of Restrictions and Easements dated June 28, 2002, which was recorded on September 10, 2002, as Entry No. 8348596, in Book 8646, beginning at Page 4461, official records of Salt Lake County, Utah (as amended, the "Declaration"), with respect to that certain real property more particularly described therein as the Shopping Center. The legal description of the Shopping Center is set forth on attached Schedule 1.

B. Harvest has succeeded to the right, title and interest of Peterson in and to the Shopping Center and the Declaration, and Harvest is the Owner of Parcels 4, 5, 6 and 7 of the Shopping Center. Jordan is the Owner of Parcels 2 and 3 of the Shopping Center. Cyprus Federal Credit Union is the Owner of Parcel 8 of the Shopping Center and Jones Land Company, L.L.C. ("Jones") is the Owner of Parcel 1 of the Shopping Center; provided that Harvest has the right to purchase Parcel 1 from Jones.

C. The Declaration was amended by that certain First Amendment To Declaration Of Restrictions And Easements dated July 19, 2007 ("First Amendment") executed by Harvest and New Albertson's, Inc. (successor to Old Albertson's) ("New Albertson's").

D. Jordan has succeeded to the rights of Old Albertson's and New Albertson's in and to Parcels 2 and 3 and the Declaration and is the "Consenting Owner" under the Declaration.

E. Harvest and Jordan collectively, own Parcels that comprise in excess of ninety percent (90%) of the total square footage of the Building Area in the Shopping Center as of the date hereof and there are currently, no Prime Lessees as that term is defined under the Declaration. Harvest and Jordan desire to amend the Declaration with respect to the matters more specifically set forth below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Declaration is hereby amended as follows:

1. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the Declaration. The Recitals hereto are incorporated into the body of this Second Amendment and are made part of the substantive covenants and agreements set forth in this Second Amendment.

2. Jordan, as owner of Parcel 2 and successor to Old Albertson's and New Albertson's, is currently the "Consenting Owner" for all purposes under this Declaration, as amended.

3. The site plan attached to the Declaration as Exhibit "A" as amended by the First Amendment is hereby deleted and the revised site plan attached hereto as Exhibit "A" is substituted in lieu thereof. All references to the site plan or to Exhibit "A" in the Declaration or in this Second Amendment shall refer to the site plan attached hereto as Exhibit "A". The term "Building Envelope" is amended to mean those areas on Parcels 1, 2, 3, 4, 5, 6 and 8 within the Building Envelope Lines or Building Envelope as shown on Exhibit "A".

4. Section 1.2 (d) of the Declaration is amended to provide that if a building is constructed in a Building Envelope, as allowed in the Declaration, such area shall not be part of Common Area.

5. The text of Section 2.1 of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

2.1 Building Location. All buildings and other structures (except those in a Building Envelope or otherwise permitted in the Common Area pursuant to Section 2.2 below) in the Shopping Center shall be placed or constructed upon the Parcels only in the Building Areas or Building Envelope, if applicable; provided, however, that canopies, eaves and roof overhangs (including columns or posts supporting the same), normal foundations, drive thru improvements, utility cabinets and meters, signs and doors for ingress and egress may project from the Building Area (or Building Envelope as applicable) into the Common Area. All of the foregoing area shall be constructed and maintained in accordance with all local, state and federal laws, rules and regulations applicable thereto. Buildings may be located (or relocated) anywhere within a Building Envelope provided the total Ground Floor Area of all buildings constructed within a Building Envelope does not exceed the square footage assigned to such Building Envelope as shown on Exhibit "A." The Building Envelope shown on Exhibit "A" for Parcel 6 shall be applicable for any use allowed by Section 5.2(a) of the Declaration except residential, multi-family residential and Office Use. To the extent buildings are constructed on Parcel 6 for residential, multi-family residential or Office Use, the Building Envelope for Parcel 6 shall be the "Alternate Building Envelope" shown on Exhibit "A".

Parcels 1, 7 and 8 shall be Self-Parked. Notwithstanding any provision in the Declaration to the contrary, Parcels 2 and 3 need not be Self-Parked but may only utilize parking spaces located on Parcels 2 and 3 for the purpose of meeting any parking ratio or other parking requirements under this Declaration and/or required by law, ordinance or code. Notwithstanding any provision in the Declaration to the contrary, Parcels 4, and 5 and 6 shall be Self-Parked.

Notwithstanding anything in this Declaration to the contrary, Fuel Facilities, whether or not attached to a building, shall not be deemed to be part of the Common Area. For purposes of Building Area or floor area calculations or limitations including, but not limited to, Building Area maximums, parking ratios and/or pro rata shares of costs arising under the Common Area Maintenance Agreement, the area covered by such Fuel Facilities shall not be included in the Building Area or floor area of such Parcel.

Prior to the construction of any building or Common Area improvements within a Building Envelope on any parcel other than Parcel 2 or 3, the Owner of the applicable Parcel shall obtain the Consenting Owners' prior written approval to the site plan for that portion of the Common Area located within the Building Envelope in accordance with the procedures set forth in Section 2.5. All Building Areas on which buildings are not under construction on the date the Owner of Parcel 2 first opens its building for business shall be kept weed-free and clean at the Owner's sole expense until such time as buildings are constructed thereon.

6. The text of Section 2.2(b) of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

(b) Initial Development. The Common Areas shall initially be developed in accordance with Exhibit "A" or any amendment or replacement to Exhibit "A", or as otherwise approved in writing by the Consenting Owner.

7. The text of Section 2.2(c) of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

(c) Changes and Additions. No buildings or structures not approved in writing by the Consenting Owner shall be placed in the Common Area on any Parcel other than Parcels 2 or 3 except: (i) Service Facilities; and (ii) public pay telephones provided their location has been approved in writing by the Consenting Owner. The sizes and arrangements of Common Area improvements, including, without limitation, General Common Area Improvements, service drives, parking areas and striping, recycle centers, cart corrals and all buildings and structures approved pursuant to this subparagraph (c) may not be changed without the Consenting Owner's prior written approval; provided, however, that nothing in this Section 2.2 shall be interpreted to require the Consenting Owner's approval to (i) the expansion of any building into the Expansion Area shown on

Exhibit "A" (except as to changes to the exterior elevation of the building, which require the prior written approval of the Consenting Owner under Section 2.3[a]), or (ii) to the construction, alteration or relocation of any Service Facilities to the extent that they are located, and do not impede access, to the rear or sides of buildings. All requests for approval under this subparagraph (c) shall be processed in accordance with Section 2.5.

8. The text of Section 2.2(d) of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

(d) Undeveloped Building Area. All portions of a Building Area which are not from time to time used for buildings or other commercial structures shall (i) be developed by the Owner thereof, at said Owner's sole cost and expense, in accordance with a site plan approved by the Consenting Owner and maintained as improved Common Area until buildings are constructed thereon or (ii) be kept weed-free and clean at the Owner's sole expense until such time as buildings are constructed thereon.

9. The text of Section 2.3(a) of the Declaration is hereby deleted in its entirety and the following is substituted in lieu thereof:

(a) Architectural Compatibility. No more than one (1) building shall be permitted on each of Parcels 1, 3 (not including any fuel islands and related improvements), 4 and 8. Each building and other structure in the Shopping Center, now and in the future, shall be of first quality construction and architecturally designed so that its exterior elevations (including, without limitation, signs and color) will be architecturally and aesthetically compatible and harmonious with the building(s) on Parcel 2, or otherwise designed in a way that is consented to in writing by the Consenting Owner, such consent not to be unreasonably withheld. Each building in the Shopping Center shall initially be constructed so the exterior of such building conforms to the Building Design Drawings approved pursuant to Section 4.1 of the Development Agreement or other design drawings consented to in writing by Consenting Owner, such consent not to be unreasonably withheld. No building for which Building Design Drawings have not been approved may be constructed, nor the exterior of any existing building changed in any way (including, without limitation, signs and color), without the Consenting Owner's prior written approval (which shall be obtained in accordance with the procedures set forth in Section 2.5) as to the exterior elevations (including, without limitation, signs and color) of the building to be constructed or modified. No Consenting Owner may withhold its approval of the proposed building or modification if it is architecturally and aesthetically compatible and harmonious with the building(s) on Parcel 2.

10. The third sentence of Section 2.3 (e) of the Declaration is hereby deleted and the following is substituted in lieu thereof: "All buildings and other structures on Parcels 1, 3, 4, and 8 (excluding the canopies located over the fuel islands on Parcel 3) shall not exceed twenty-six feet (26') in height (including mechanical fixtures and equipment and screening for the same)."

In addition, the following new sentence shall be added to Section 2.3(e) at the end thereof: "Notwithstanding the foregoing, if Parcel 6 is used for residential or multi-family residential use or for Office Use, such buildings used for such uses on Parcel 6 may exceed one story and thirty-five (35) feet in height but may not exceed three (3) stories or thirty-eight (38) feet in height (including mechanical fixtures and equipment and screening for the same)."

11. The text of Section 5.2(a) of the Declaration is hereby deleted and the following is substituted in lieu thereof:

"No part of Parcel 1, 4, 5, 7 or 8 shall be used for any purpose other than for retail sales, retail services, restaurants or, where permitted under Section 5.3, Office Use (as defined in Section 5.3). No part of Parcel 6 shall be used for any purpose other than for retail sales, retail services, restaurants, residential, multi-family residential or, where permitted under Section 5.3, Office Use (as defined in Section 5.3). Without limiting the foregoing, no part of Parcel 1, 4, 5, 6, 7 or 8 shall be used for an automotive maintenance or repair facility, a second hand or surplus store, or for any entertainment or recreational facility. For the purpose of this Declaration, the phrase "entertainment or recreational facility" shall include, without limitation, a theater, bowling alley, skating rink, gym, health spa or studio, dance hall, billiard or pool hall, massage parlor, game parlor or video arcade (which shall be defined as any store containing more than four [4] electronic games). "Automotive maintenance or repair facility", as that term is used herein, shall not include retail auto part stores, including but not limited to Auto Zone, even if such retail auto part stores assists customers with minor automotive diagnostic tests and minor replacements (including but not limited to battery replacement, wiper replacement, air filter replacement, light replacement, hose replacement, fuse replacement, bulb replacement and belt replacement) so long as such services are performed by the employees of such store as a courtesy without any charge or fee whatsoever for such service in connection with the retail sale of the replacement item to the customer."

12. The text of Section 8.5 of the Declaration is amended by adding the following text at the end thereof:

Notwithstanding any provision in this Declaration or any amendment hereof to the contrary, for purposes of this Section 8.5 relating to the requirements to amend this Declaration, the total square footage of Building Area on Parcel 6 shall be deemed to be the lesser of (i) the total square footage of Building Area on Parcel 6 or (ii) 21,016 square feet regardless of any increase in the size of the Building Envelope on Parcel 6 or any increase in the Building Area shown on Exhibit "A" for Parcel 6 or any increase in the square footage limit shown on Exhibit "A" for Parcel 6.

Except for the use restrictions set forth in Section 5.1, Parcel 6 may be used for retail sales, retail services, restaurants, mixed use, residential, multi-family residential, commercial, and where permitted under Section 5.3, Office Use.

13. Jordan, as successor to Old Albertson's and New Albertson's, and Harvest, as successor to Leon Peterson, agree that that certain Development Agreement dated June 28, 2002 and recorded in Book 8646, Page 4386 of the Recorder's Office of Salt Lake County, Utah, as amended by Consent And Agreement dated March 23, 2005 and recorded in Book 9141, Page 3336 of the Recorder's Office of Salt Lake County and Second Amendment To Development Agreement dated July 19, 2007 in Book 9624, Page 101 of the Recorder's Office of Salt Lake County, Utah, which has prior to this date terminated by its own terms except for certain payment provisions in Article 10 of the Development Agreement, is hereby terminated in its entirety and shall be of no further force or effect and shall no longer encumber the real property which is the subject of the Development Agreement, as amended.

14. The notice address for Jordan (Section 8.10(a) of the Declaration) is hereby amended to read as follows:

Jordan:

Jordan Parkway Members, LLC
c/o Land Dynamics, Inc.
7800 Forsyth Blvd., Suite 800
Clayton, MO 63105

With a copy to:

Greensfelder, Hemker & Gale, LLC
10 S. Broadway, Suite 2000
St. Louis, MO 63102
Attn: Donald G. Kennedy

15. The execution and acknowledgment of this Second Amendment by Harvest and Jordan shall satisfy the requirement, set forth in Section 8.5 of this Declaration, that the Owners and Prime Lessees of the Parcels containing (not less than) ninety percent (90%) of the total square footage of Building Area in the Shopping Center consent to the modifications of the Declaration that set forth in this Second Amendment.

16. Each party to this Second Amendment hereby warrants to each other party hereto that (i) no mortgage, deed of trust or other security interest encumbers any interest of the warranting party in or to the Shopping Center (or any part or portion thereof) as of the date the warranting party executes this Second Amendment, or that a Consent and Subordination of Lienholder, in the form attached hereto, has been executed by each such Lienholder and is attached hereto, and (ii) all Lienholders and other third persons required by any agreement with the warranting party to consent to this Second Amendment have attached a consent to this Second Amendment.

17. This Second Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument. Signature and acknowledgement pages may be detached from original counterparts and attached to a single or multiple original(s) in order to form a single or multiple original(s) of this document.

18. This Second Amendment shall be recorded in the official records of Salt Lake County, Utah, and shall be effective as of the date of said recoding.

19. The Declaration, as amended herein, is hereby ratified and confirmed. Except as amended herein, the Declaration shall remain in full force and effect.

20. The Consenting Owner has previously approved construction of the road between Parcel 1 and Parcel 4 per the site plan attached hereto as Exhibit "A".

[Signature Lines and Acknowledgements Appear on Following Pages]

EXECUTED as of the date first set forth above.

HARVEST:

Harvest Pointe, LLC,
a Utah limited liability company

By: [Signature]

Justin V. Peterson

Its: Managing Member

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

The foregoing instrument was acknowledged before me this 2th day of December 2014,
by Justin V. Peterson, the Managing Member of Harvest Pointe, LLC, a Utah limited liability
company.

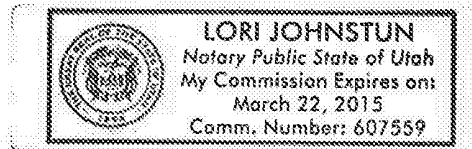
My commission expires:

[Signature]

Notary Public in and for the State of Utah

Residing at SLE UT

03.22.2015



EXECUTED as of the date first set forth above.

JORDAN:

Jordan Parkway Members, LLC
a Missouri limited liability company

By: Gary M. Wesolowski
Name: Gary M. Wesolowski
Its: Assistant Manager

STATE OF MISSOURI)
) ss.
COUNTY OF ST. LOUIS)

The foregoing instrument was acknowledged before me this 9 day of December, 2014,
by Gary M. Wesolowski, the Assistant Manager of Jordan Parkway Members, LLC,
a Missouri limited liability company.

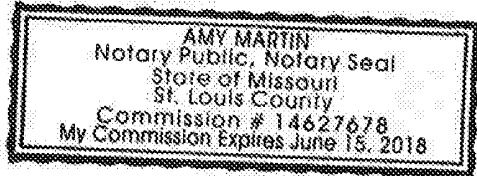
My commission expires:

Amy Martin
Notary Public in and for the State of Missouri
Residing at St. Louis County

June 15, 2018

List of Schedules and Exhibits:

Schedule I – Legal Description of Shopping Center
Exhibit "A" – Site Plan



CONSENT AND SUBORDINATION OF LIENHOLDER

Transamerica Life Insurance Company, an Iowa corporation, as beneficiary under that certain Deed of Trust, Security Agreement and Fixture Filing dated November 27, 2006, and recorded on November 30, 2006 as Entry No. 9924320 in Book 9387, beginning at Page 8029, of the official records of Salt Lake County, Utah, and the holder of a lien on Parcels 5 and 7 of the Shopping Center ("Lien"), hereby consents to the within Second Amendment to Declaration of Restrictions and Easements of which this Consent and Subordination of Lienholder is a part and, by virtue hereof, agrees that its Lien (and all of its right, title, estate and interest in and to the Shopping Center) shall be subject and subordinate to the Declaration of Restrictions and Easements, as amended.

TRANSAMERICA LIFE INSURANCE
COMPANY
an Iowa corporation

Date: 12-5-2014

By: *Greg Dryden*
Name (print): GREG DRYDEN
Its: VICE PRESIDENT

je

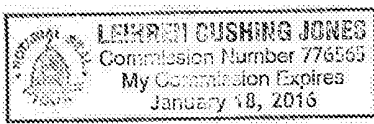
STATE OF IOWA)
) ss.
COUNTY OF LINN)

On this 5th day of December, 2014, personally appeared before me Greg Dryden, who being by me duly sworn did say that he is the Vice President of Transamerica Life Insurance Company, an Iowa corporation, and that the within and foregoing instrument was signed on behalf of said corporation by authority of its board of directors, and acknowledged to me that said corporation executed the same.

My commission expires:

Leah Cushing Jones
Notary Public in and for the State of Iowa
Residing at Linn County

01-18-2016



SCHEDULE I
to First Amendment to Declaration of Restrictions and Easements

Legal Description of Shopping Center

Parcel 1

Beginning at a point being North 89°57'00" West 351.83 feet along the south line of 10400 South Street from the Northwest Corner of Lot 3, Albertson's 10400 South Street Subdivision as found and on file at the Salt Lake County Recorder's Office, Book 2002, Page 243, and running;

thence Southeasterly 28.06 feet along the arc of a 35.00 foot radius curve to the right (center bears South 44°01'59" West and the long chord bears South 23°00'13" East 27.31 feet with a central angle of 45°55'36");

thence South 0°02'32" east 97.83 feet;

thence Southwesterly 99.28 feet along the arc of a 89.00 foot radius curve to the right (center bears South 89°57'28" West and the long chord bears South 31°54'57" West 94.21 feet with a central angle of 63°54'57");

thence Southwesterly 82.88 feet along the arc of a 120.00 foot radius curve to the left (center bears South 26°07'35" East and the long chord bears South 44°05'19" West 81.24 feet with a central angle of 39°34'13");

thence South 89°57'29" West 17.60 feet to the west line of Albertson's 10400 South Street Subdivision;

thence North 0°02'34" West 261.40 feet along the west line to the Northwest Corner of said Albertson's 10400 South Street Subdivision and being on the south line of 10400 South Street;

thence South 89°57'00" East 113.38 feet along the south line of said 10400 South Street to the point of beginning.

Parcel 2

Lot 2 of that certain ALBERTSON'S 10400 SOUTH STREET SUBDIVISION, recorded September 5, 2002, in Book 2002P, at Page 243, as Instrument No. 8343187, in the Recorder's Office in Salt Lake County, Utah.

Situate in South Jordan City, Salt Lake County, Utah.

LESS AND EXCEPTING:

A parcel of land for the widening of the existing highway State Route 151 known as Project No. 0151, being part of an entire tract of property situate in Lot 2, Albertson's 10400 South Subdivision, a subdivision situate in the SE¼NW¼ of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the northeast corner of said Lot 2; and running thence South 6.25 feet along an easterly boundary line of said Lot 2, to a point 58.90 feet perpendicularly distant southerly from the centerline of said project, opposite approximate Engineers Station 100+95.40; thence N. 86°03'17" W. 92.04 feet to the northerly boundary line of said Lot 2; thence S. 89°57'00" E. 91.82 feet along said northerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land in Salt Lake County, State of Utah, contains 287 square feet in area, or 0.007 acres, more or less.

Parcel 3

Lot 3 of that certain ALBERTSON'S 10400 SOUTH STREET SUBDIVISION, recorded September 5, 2002, in Book 2002P, at Page 243, as Instrument No. 8343187, in the Recorders Office in Salt Lake County, Utah.

Situate in South Jordan City, Salt Lake County, Utah.

Parcel 4

Beginning at a point being North 89°57'00" West 49.51 feet along the south line of 10400 South Street from the Northwest Corner of Lot 3, Albertson's 10400 South Street Subdivision as found and on file at the Salt Lake County Recorders Office, Book 2002, Page 243, and running;

Thence South 166.54 feet;
Thence West 47.60 feet;
Thence South 31.00 feet;
Thence West 161.18 feet;
Thence North 64°38'12" West 68.42 feet;
thence Northeasterly 17.09 feet along the arc of a 119.00 foot radius curve to the left (center bears North 67°32'09" West and the long chord bears North 18°20'592" East 17.08 feet with a central angle of 8°13'44");
thence North 14°14'07" East 49.15 feet;
thence Northeasterly 12.46 feet along the arc of a 50.00 foot radius curve to the left (center bears North 75°45'53" West and the long chord bears North 7°05'48" East 12.43 feet with a central angle of 14°16'39");
thence North 0°02'32" West 67.31 feet;
thence Northeasterly 27.77 feet along the arc of a 35.00 foot radius curve to the right (center bears North 89°57'15" East and the long chord bears North 22°41'12" East 27.05 feet with a central angle of 45°27'54") to the south line of 10400 South Street;
thence South 89°57'00" East 241.22 feet along the south line of said 10400 South Street to the point of beginning.

Parcel 5

Beginning at the Northwest Corner of Lot 3, Albertson's 10400 South Street Subdivision as found and on file at the Salt Lake County Recorders Office, Book 2002, Page 243, and running;

thence South 197.50 feet along the west line to the Southwest Corner of said Lot 3, Albertson's 10400 South Street Subdivision;
thence West 67.15 feet along the north line to a Northwest Corner of Lot 2, Albertson's 10400 South Street Subdivision;
thence South 255.77 feet along the west line to a Southwest Corner of said Lot 2, Albertson's 10400 South Street Subdivision;
thence East 64.17 feet along the south line to a interior corner of said Lot 2, Albertson's 10400 South Street Subdivision;
thence South 132.77 feet along the west line of said Lot 2, Albertson's 10400 South Street Subdivision;
thence West 193.09 feet;
thence North 327.62 feet;
thence West 115.65 feet;
thence South 188.61 feet;
thence West 116.23 feet;
thence North 0°02'33" West 136.59 feet;
thence Northeasterly 100.40 feet along the arc of a 90.00 foot radius curve to the right (center bears North 89°57'27" East and the long chord bears North 31°55'02" East 95.28 feet with a central angle of 63°55'09");
thence Northeasterly 86.01 feet along the arc of a 119.00 foot radius curve to the left (center bears North 26°07'24" West and the long chord bears North 43°10'13" East 84.15 feet with a central angle of 41°24'45");
thence South 64°38'12" East 68.42 feet;
thence East 161.18 feet;
thence North 31.00 feet;
thence East 47.60 feet;
thence North 166.54 feet to the south line of 10400 South Street;
thence South 89°57'00" East 49.51 feet along the south line of said 10400 South Street to the point of beginning.

Parcel 6

Beginning at a point being North 89°57'00" West 290.73 feet along the south line of 10400 South Street from the Northwest Corner of Lot 3, Albertson's 10400 South Street Subdivision as found and on file at the Salt Lake County Recorders Office, Book 2002, Page 243, and running;

thence Southwesterly 27.77 feet along the arc of a 35.00 foot radius curve to the left (center bears South 44°34'51" East and the long chord bears South 22°41'12" West 27.05 feet with a central angle of 45°27'54");
thence South 0°02'32" East 67.31 feet;
thence Southwesterly 12.46 feet along the arc of a 50.00 foot radius curve to the right (center bears North 89°57'15" East and the long chord bears South 7°05'48" West 12.43 feet with a central angle of 14°16'39");
thence South 14°14'07" West 49.15 feet;
thence Southwesterly 103.10 feet along the arc of a 119.00 foot radius curve to the right (center bears North 75°45'53" West and the long chord bears South 39°03'22" West 99.91 feet with a central angle of 49°38'29");
thence Southwesterly 100.40 feet along the arc of a 90.00 foot radius curve to the left (center bears South 26°07'24" East and the long chord bears South 31°55'02" West 95.28 feet with a central angle of 63°55'09");
thence South 0°02'33" East 136.59 feet;
thence East 116.23 feet;
thence North 188.61 feet;
thence East 115.65 feet;
thence South 327.62 feet;
thence East 193.09 feet to the west line of Lot 2, Albertson's 10400 South Street

Subdivision;

thence South 156.58 feet along the west line to the Southwest Center of said Lot 2, Albertson's 10400 South Street Subdivision;
thence North 89°57'00" West 461.67 feet along the south line to the Southwest Corner of said Albertson's 10400 South Street Subdivision;
thence North 0°02'34" West 481.22 feet along the west line of said Albertson's 10400 South Street Subdivision;
thence North 89°57'29" east 17.60 feet;
thence Northeasterly 82.88 feet along the arc of a 120.00 foot radius curve to the right (center bears South 65°41'48" East and the long chord bears North 44°05'19" East 81.24 feet with a central angle of 39°34'13");
thence Northeasterly 99.28 feet along the arc of a 89.00 foot radius curve to the left (center bears North 26°07'35" West and the long chord bears North 31°54'57" East 94.21 feet with a central angle of 63°54'57");
thence North 0°02'32" West 97.83 feet;
thence Northwesterly 28.06 feet along the arc of a 35.00 foot radius curve to the left (center bears South 89°57'35" West and the long chord bears North 23°00'13" West 27.31 feet with a central angle of 45°55'36") to the south line of 10400 South Street;
thence South 89°57'00" East 61.10 feet along the south line of said 10400 South Street to the point of beginning.

Parcel 7

Lot 7 of that certain ALBERTSON'S 10400 SOUTH STREET SUBDIVISION, recorded September 5, 2002, in Book 2002P, at Page 243, as Instrument No. 8343187, in the Recorder's Office in Salt Lake County, Utah.

Situate in South Jordan City, Salt Lake County, Utah.

LESS AND EXCEPTING:

A parcel of land for the widening of the existing highway State Route 151 known as Project No. 0151, being part of an entire tract of property situate in Lot 7, Albertson's 10400 South Subdivision, a subdivision situate in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the northeast corner of said Lot 7; and running thence South 15.44 feet along an easterly boundary line of said Lot 7; thence N. 86°03'07" W. 135.22 feet to the westerly boundary line of said Lot 7, to a point 58.90 feet perpendicularly distant southerly from the centerline of said project, opposite approximate Engineers Station 100+95.40; thence N. 6.25 feet along said westerly boundary line to the northwest corner of said Lot 7; thence S. 89°57'00" E. 134.90 feet along the northerly boundary line of said Lot 7 to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land in Salt Lake County, State of Utah, contains 1463 square feet in area, or 0.034 acres, more or less.

Parcel 8

Lot 8 of that certain ALBERTSON'S 10400 SOUTH STREET SUBDIVISION, recorded September 5, 2002, in Book 2002P, at Page 243, as Instrument No. 8343187, in the Recorder's Office in Salt Lake County, Utah.

Situate in South Jordan City, Salt Lake County, Utah.

LESS AND EXCEPTING:

A parcel of land for the widening of the existing highway State Route 151 known as Project No. 0151, being part of an entire tract of property situate in Lot 8, Albertson's 10400 South Subdivision, a subdivision situate in the SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at the northeast corner of said Lot 8; and running thence South 15.44 feet along a westerly boundary line of said Lot 8; thence S. 86°03'17" E. 20.49 feet to a point 69.46 feet perpendicularly distant southerly from the centerline of said project, opposite Engineers Station 102+50.75; thence S. 89°56'32" E. 186.69 feet along a line parallel to said centerline; thence

S. $47^{\circ}26'42''$ E. 42.70 feet to the easterly boundary line of said Lot 8; thence N. $34^{\circ}37'57''$ W. 55.57 feet along a northeasterly boundary line to the northeast corner of said Lot 8; thence N. $89^{\circ}57'00''$ W. 207.00 feet along said northerly boundary line to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation.

The above described parcel of land in Salt Lake County, State of Utah, contains 3736 square feet in area, or 0.086 acres, more or less.

EXHIBIT "A"
to Second Amendment to Declaration of Restrictions and Easements

Site Plan

