

CVS Store #10577-01

ENT 65865:2018 PG 1 of 7
Jeffery Smith
Utah County Recorder
2018 Jul 13 03:25 PM FEE 23.00 BY MA
RECORDED FOR Cottonwood Title Insurance Agency
ELECTRONICALLY RECORDED

RECORDING REQUESTED BY:
AND WHEN RECORDED MAIL TO:

CVS Health Corporation
One CVS Drive, MC 1160
Woonsocket, Rhode Island 02895
Attention: Cheryl Green

65-483-0002
102688-466

Space above this line for Recorder's use.

**FIRST AMENDMENT TO DECLARATION OF
EASEMENTS AND RESTRICTIONS**

This First Amendment to Declaration of Easements and Restrictions (this "First Amendment") is made and entered into this 11th day of July, 2018, by **UTAH CVS PHARMACY, L.L.C.**, a Utah limited liability company ("Declarant" or "CVS"). All capitalized terms used in this Amendment and not otherwise defined shall have the meanings given to such terms in the Declaration.

WITNESSETH

WHEREAS, that certain Declaration of Easements and Restrictions dated September 15, 2016 and recorded September 16, 2016 as document number 90704:2016 in the Official Records of Utah County, Utah ("Declaration"), relating to that certain property located at 500 East Street and State Street, in the City of American Fork, County of Utah, State of Utah, respectively referred to herein as the "CVS Parcel" and the "Adjacent Parcel" as more particularly described on Exhibit A and Exhibit B attached hereto.

WHEREAS, CVS desires to amend the Declaration as set forth herein.

NOW, THEREFORE, for in and consideration of the mutual rights and obligations set forth herein, the parties hereby covenant and agree as follows:

- 1) **Recitals.** Each of the Recitals set forth above are incorporated herein as if set forth herein verbatim.
- 2) **Restrictions.** Section 4 of the Declaration shall be amended to include the following:

"No part of the Property shall be used for or burdened by any easement or right where such use would benefit any adjacent property which is used for, or intended to be used for, any of the restricted uses described in Section 4 (including, without limitation, any permanent or temporary, appurtenant or gross easement, lease, license grant of right of way, contract,

agreement or similar arrangement granting use of the Property for access, utilities, slope or grading, visibility, signs, parking or other purpose), excluding, however, any such easement or right existing as of the date hereof.”

- 3) **Construction Guidelines.** The Declaration shall be amended to include a new Section 14 as set forth below:

“14. **Construction Guidelines.**

a. No Owner, lessee, user, tenant, subtenant, licensee and/or or occupant (or their respective successors and/or assigns) of the Property shall reduce the number of parking spaces located on the Property to less than the number of parking spaces (or the parking ratio) which is required by any laws, codes or applicable ordinances at the time of construction of any improvements or Building(s) on the Property. All parking shall comply with all laws, codes and applicable ordinances. For the purposes of this Declaration, “Owner” shall mean the record owner of fee simple title to the Property, whether one or more entities. In the event fee simple title is held in land trust, the holder(s) of the beneficial interest in the land trust shall also be deemed Owner(s).

b. No Building(s), improvements, signage or other structures shall be developed, constructed, redeveloped, erected, modified, remodeled or otherwise allowed to remain on the Property unless architectural renderings (depicting the exterior elevations or all sides, materials, colors and dimensions) and a site plan (collectively, the “Plans”) for such structure(s) have been approved in writing by the Grantor, Grantor Affiliates, or their successors and assigns (as applicable), which approval shall not be reasonably withheld, conditioned or delayed. A complete set of the proposed Plans shall be presented to and approved in writing by the Grantor prior to commencing clearing, grading, or construction of a building of any kind on the Property. All improvements shall comply with the Plans as approved by the Grantor unless changes are approved in writing by the Grantor. The right to make inspections necessary to assure compliance is reserved to the Grantor. After initial construction of Building(s) or structures, no Owner, lessee, user, tenant, subtenant, licensee and/or occupant (or their respective successors and/or assigns) shall make alterations that will substantially change the exterior of the Building(s) on the Property without the consent of the Grantor, such consent not to be unreasonably withheld, conditioned or delayed. For purposes of this Declaration, the term “Building(s)” shall mean the permanently enclosed structures which have been, will be, or may be constructed on the Property (the term “Building(s)” shall also include any appurtenant canopies, supports, decks, patios, loading docks, truck ramps and other outward extensions).”

- 4) **Declaration in Full Force and Effect.** Except as expressly provided herein, the Declaration is unmodified hereby, remains in full force and effect, and is hereby ratified and confirmed by the party hereto.
- 5) **Successors and Assigns.** This Amendment shall run with the land and shall be binding on the parties and their respective successors and assigns.

- 6) *Miscellaneous.* If any clause or provision of this Amendment should be determined to be illegal, invalid, null, void or unenforceable under present or future laws, then it is the intention of the parties to this Amendment that the other terms and provisions of this Amendment shall remain in full force and effect. This Amendment may be executed in two or more counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument. Each of the Owners has been represented by counsel of such party's choice. This Amendment represents the results of negotiation and compromise and shall not be construed for against either party based on the source or author of the Amendment.

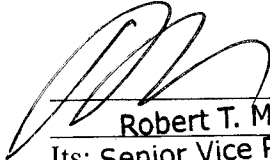
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date set forth above.

DECLARANT:


UTAH CVS PHARMACY, L.L.C.
a Utah limited liability company

By:



Robert T. Marcello
Its: Senior Vice President

CVS Legal Approval:



Gould & Ratner LLP
Linsey N. Cohen

STATE OF Rhode Island)
COUNTY OF Providence)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Robert T. Marcello Senior Vice President of UTAH CVS PHARMACY, L.L.C., whose name is signed to the foregoing instrument, and who is known to me, acknowledged and personally appeared before me on this day that, being informed of the contents of said instrument, he/she executed the same as his/her free act and deed and as the free act and deed of said limited liability company, on the day the same bears date.

Given under my hand and official seal this the 11th day of July, 2018.

Gail L. Beaulieu
Notary Public

Gail L. Beaulieu
Notary Public 28998
State of Rhode Island
Comm. Expires 06/27/2021

Exhibit A

Legal Description of CVS Parcel

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF AMERICAN FORK, UTAH COUNTY, UTAH DESCRIBED AS FOLLOWS:

LOT 2 OF CVS AMERICAN FORK PLAZA SUBDIVISION NO. 2 ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED FOR RECORD AUGUST 15, 2016 AS ENTRY NO. 77142-2016 IN MAP BOOK 65 AT PAGE 483, IN THE OFFICE OF THE UTAH COUNTY RECORDER.

TAX ID NO.: 65-483-0001

Exhibit B

Legal Description of the Adjacent Parcel

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF AMERICAN FORK, UTAH COUNTY, UTAH DESCRIBED AS FOLLOWS:

LOT 2 OF CVS AMERICAN FORK PLAZA SUBDIVISION NO. 2 ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED FOR RECORD AUGUST 15, 2016 AS ENTRY NO. 77142-2016 IN MAP BOOK 65 AT PAGE 483, IN THE OFFICE OF THE UTAH COUNTY RECORDER.

TAX ID NO.: 65-483-0002