

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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**FIRST AMENDMENT TO
GRANT OF EASEMENTS, DECLARATION OF RESTRICTIONS
AND COMMON FACILITIES MAINTENANCE AGREEMENT**

THIS FIRST AMENDMENT TO GRANT OF EASEMENTS, DECLARATION OF RESTRICTIONS AND COMMON FACILITIES MAINTENANCE AGREEMENT (this "Amendment") dated as of April 4, 2003, is entered into by **AMSOURCE Z-VALUE, LLC**, a Utah limited liability company ("**Declarant**").

A. Declarant previously executed and recorded that certain Grant of Easements, Declaration of Restrictions and Common Facilities Maintenance Agreement, recorded in the Tooele County recorder's office on December 16, 1999 as Entry No. 141401, in Book 0602, beginning at Page 330 (the "**Declaration**"), regarding that certain real property (the "**Property**") more particularly described on Exhibit A attached hereto.

B. Presently, the Declarant and Associated Food Stores, Inc., a Utah corporation ("Associated Stores"), are each a Consenting Owner (as defined in Section 1.1.17 of the Declaration) under the Declaration. Presently, there are no other Consenting Owners.

C. Protective Life Insurance Company, a Tennessee corporation ("Protective Life") intends to make a loan ("Protective Life Loan") to the Declarant. The Protective Life Loan will be evidenced by a promissory note ("Protective Life Note") in the face amount of Eight Million, Thirty-five Thousand Dollars (\$8,035,000.00) and secured by, among other things, a Deed of Trust, Security Agreement and Fixture Filing Financing Statement ("Protective Deed of Trust") executed by Declarant in favor of Protective Life. The Protective Life Note, Protective Life Deed of Trust and any other instruments or documents evidencing and/or securing the Protective Life Loan are collectively called the "Protective Life Loan Documents". The Protective Life Deed of Trust will encumber the following described real property, which comprises a portion of the Property which is covered by the Declaration:

Lot 1 ("Lot 1") and Lot 4 of Tooele Town Center, a subdivision of Tooele City, according to the official plat thereof, recorded in the office of the Tooele County Recorder.

As a condition to making the Loan, Protective Life requires that the Declaration be amended by this Amendment in order to provide Protective Life and the other persons

and/or entities identified in Section 1.(a) below with the status of Consenting Owner under the Declaration.

D. Pursuant to Sections 15.6 and 15.7 of the Declaration, Declarant now wishes to modify the Declaration as provided for herein and Associated Stores has agreed and consented to such modification.

NOW, THEREFORE, Declarant does hereby make and Associated Stores does hereby consent to this Amendment as follows:

1. **Amendments.**

(a) The following Section 1.1.17.3 shall be and hereby is added to and made a part of the definition of "Consenting Owner" contained in Section 1.1.17:

1.1.17.3 Any owner of all or a portion of Lot 1 provided that such owner's title to all or a portion of Lot 1 is obtained (a) through foreclosure or deed-in-lieu of foreclosure upon the Protective Life Deed of Trust or (b) through any other means of enforcement of the Protective Life Loan Documents, and such owner's successors and assigns. This Section 1.1.17.3 shall automatically terminate and be of no further force or effect upon the consensual, final payment of the Protective Life Loan and full release of the Protective Life Deed of Trust. Section 8.3 of the Protective Life Deed of Trust provides for partial releases of portions of Lot 1 from the Protective Life Deed of Trust; no such partial release or any other consensual release of less than all of Lot 1 from the Protective Life Deed of Trust shall cause or result in the termination of this Section 1.1.17.3.

(b) The definition of Owner, in Section 1.1.38 of the Declaration, shall be and hereby is amended to add to such definition any Consenting Owner as defined under Section 1.1.17.3 of the Declaration.

(c) Section 2.3.4 shall be and hereby is amended to provide that buildings on the Associated Parcel and Associated Expansion Area shall not exceed thirty-five (35) feet in height.

(d) The second sentence of Section 5.2.2 shall be and hereby is amended to provide that both (i) the Consenting Owner of the Associated Parcel and (ii) the Consenting Owner as defined in 1.1.17.3 above, may remove and replace Manager for reasonable cause by giving the existing Manager at least sixty (60) days' advance written notice.

(e) The following sentence is added to the end of Section 15.7:

Notwithstanding the preceding sentence of this Section 15.7 or any other provision of this Declaration to the contrary, at any and all times when a Consenting Owner under Section 1.1.17.3 above exists, consent of the Consenting Owners shall require the consent of the Consenting Owner under Section 1.1.17.3.

2. **Consent**. Pursuant to Section 15.6 of the Declaration, Associated Stores as Consenting Owner of the Associated Parcel.

3. **Definitions**. Any capitalized terms used and not defined herein shall have the meaning given them in the Declaration.

4. **Full Force and Effect**. The Declaration as amended hereby shall remain in full force and effect. To the extent the terms of this Amendment conflict with the terms of the Declaration, the terms of this Amendment shall control.

5. **Counterparts**. This Amendment may be executed in counterparts, all of which shall constitute a single original Amendment.

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EXHIBIT "A"**to
Declaration****POOR COPY**

TOOELE COUNTY RECORDER

*Calleen B. Peshell***(Legal Description of Shopping Center)****Area 1:**

Beginning at a point 33 feet South 00°15'56" East (deed South) and 555.29 feet South 89°43'06" West from the Northeast corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, to a point on the Southerly line of a County Road, said point also being the future center line of First East Street; thence South 89°43'06" West 122.71 feet, along the South line of said County Road to the Northeast corner of that property conveyed to Albert R. Arellano by that certain Real Estate Contract recorded April 15, 1987 as Entry No. 008249 in Book 254 at page 36 to 40 of Official Records; thence South 00°15'56" East 218 feet (deed South 218 feet more or less), along the East line of said Arellano property to its Southeast corner; thence South 89°43'06" West 200 feet (deed West 200 feet more or less), along the South line of said Arellano property to its Southwest corner; thence North 00°15'56" West 218 feet (deed North 218 feet more or less), along the West line of said Arellano property to its Northwest corner, said point also being on the South line of said County Road; thence South 89°43'06" West 128.50 feet (deed West 161.5 feet more or less), along the South line of said County Road to the Northeast corner of the property conveyed to H.E.B. Auto Supply, Inc. by deed recorded July 13, 1992 as Entry No. 018738 in Book 334 at page 417 of Official Records; thence South 00°15'56" East 330 feet (deed South 330 feet more or less), along the East line of said H.E.B. property and the East line of the property conveyed to Mantes Realty Co. by deed recorded March 23, 1971 as Entry No. 293080 in Book 101 at page 440 of Official Records, to the Southeast corner of said Mantes Realty property; thence South 89°43'06" West 288.48 feet (West 229 feet more or less) to the Southwest corner of said Mantes Realty property, said point also being on the East line of State Highway; thence South 01°23'48" West 678.21 feet (deed South 685.99 feet more or less), along the East line of said State Highway to the Northwest corner of that property conveyed to Triple M Food & Fuel, Inc. by Deed recorded April 17, 1991 as Entry No. 040274 in Book 315 at page 301 of Official Records; thence North 89°38" East 275.16 feet along the North line of said Triple M property thence South 00°15'56" East 281 feet (deed South 281 feet more or less), along the East line of said Triple M property and that property conveyed to Glenn G. Oscarson, et ux by deed recorded December 6, 1989 as Entry No. 030879 in Book 296 at page 767 of Official Records to the Southeast of said Oscarson property; thence South 89°38' West 20 feet (deed West 20 feet more or less), along the South line of said Oscarson property to the Northeast corner of that property conveyed to Bruce T. Steadman, et al by deed recorded December 6, 1989 as Entry No. 030882 in Book 296 at page 774 of Official Records; thence South 00°15'56" East 200 feet (deed South 200 more or less), along the East line of said Steadman property to its Southeast corner; said point also being on the North line of that property conveyed to Sandra K. Aquirre by Deed recorded May 14, 1990 as Entry No. 034153 in Book 303 at page 61 of Official Records; thence North 89°38" East 46.84 feet along the North line of said property to the Northeast Corner, said point also being on the West line of the property conveyed to Jerome H. Pearlman and Faith Pearlman, Trustees of the Jerome H. Pearlman Trust No. II recorded September 13, 1991 as Entry No. 043221 in Book 321 at page 569 to 570 of Official Records, thence North 01°03'32" East 4.51 feet to the Northeast corner of the said Pearlman property, thence South 89°59'34" East 437.30 feet

along the North line of said Pearlman property to the extended line of First East Street, thence North 0°30'17" East 1486.31 feet along the future center line of said First East Street to the point of beginning.

Area 2:

Commencing 61 rods West and 2 rods South of the Northeast corner of Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian; and running thence South 8 rods; thence West 18 rods; thence North 8 rods; thence East 18 rods to the point of beginning.

Area 3:

Beginning at a point 61 rods West and 10 rods South of the Northwest corner of said Section 21 and running thence South 12 rods; thence West, to the East right-of-way line of existing highway; thence North 90.6 feet along said right-of-way line to a point of tangency with a 2814.9 foot radius curve to the right; thence northerly 106 feet, more or less, along the arc of said curve to the Northerly boundary line of said parcel of land; thence East to the point of beginning.

Area 4:

Beginning at a point which is 33 feet South and 678 feet West from the Northeast Corner of Section 21, Township 3 South, Range 4 West, Salt Lake Meridian and extending thence South 218 feet; thence West 100 feet; thence North 218 feet; thence East 100 feet to the place of beginning.

Also beginning at a point which is 33 feet South and 778 feet West from the Northeast corner of Section 21, Township 3 South, Range 4 West, Salt Lake Meridian, and extending thence South 218 feet; thence West 100 feet; thence North 218 feet; thence East 100 feet to the place of beginning.

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TOOELE COUNTY RECORDER
Calleen B. Peshell