

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
Bryan B. Todd
358 So. Rio Grande, Suite 200
Salt Lake City, Utah 84101**

Ent 290434 Page 1 of 7
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Filed By: KHL
CALLEEN B PESHHELL, Recorder
TOOELE COUNTY CORPORATION
For: EQUITY TITLE - PRODUCTION FAC
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298144

**SUPPLEMENTAL DECLARATION
(ZIONS BANK PARCEL)**

THIS SUPPLEMENTAL DECLARATION (this "Supplemental Declaration") is made by and between **AMSOURCE Z-VALUE, LLC**, a Utah limited liability company ("Declarant") and **ZIONS FIRST NATIONAL BANK ("Zions")** as of August 3, 2007.

WHEREAS, Declarant is the Declarant under that certain Grant of Easements, Declaration of Restrictions and Common Facilities Maintenance Agreement dated November 12, 1999 and recorded in the Tooele County, Utah Official Records as Entry No. 141401 in Book 0602 beginning at Page 0320, as amended (the "Declaration"), regarding the real property legally described on **Exhibit A** (the "Property"); and

WHEREAS, Zions is the owner of the Zions Property legally described on **Exhibit B** attached hereto (the "Zions Property"); and

WHEREAS, Declarant and Zions (the "Parties") desire to supplement the Declaration as set forth below as it applies to the Zions Property;

NOW, THEREFORE, the Parties agree as follows:

1. Capitalized terms used but not defined herein shall be defined as set forth in the Declaration.
2. The owner of the Zions Property (the "Parcel Owner") shall maintain the same, including all buildings and other improvements thereon, in compliance with the standards set forth in the Declaration and all applicable governmental laws, rules, regulations, orders and ordinances, and in a safe, sound condition, clean and free of rubbish, debris, and other hazards to persons using the same, and shall repair and replace the same, so as to maintain the architectural and aesthetic harmony of the Property as a whole. Such operation, maintenance and repair shall be performed and carried out promptly and in a first class and workmanlike manner, quality and condition comparable to that of the remainder of the Property and of first class shopping centers of comparable size and nature to that of the Property, located in the same geographic area as the Property. As long as the Parcel Owner does so, the Parcel Owner shall not be obligated to contribute to the cost of maintaining the shopping center on the Property including, but not limited to, costs outlined in Section 6 Common Facilities Costs, of the Grant of Easements, Declaration of Restrictions and Common Facilities Maintenance Agreement dated November 12, 1999 and recorded in the Tooele County, Utah Official Records as Entry No. 141401 in Book 0602 beginning at Page 0320, as amended (the "Declaration"), regarding the real property legally described on **Exhibit A** (the "Property"); except the Parcel Owner shall contribute the sum of \$100.00 per month (increased by 5% each annual anniversary of the date hereof) towards the costs of maintaining the access ways of the Property which benefit the Zions Property. If the Parcel Owner fails to maintain the same as provided herein at any time, however, Declarant may elect to maintain the Zions Property and charge the Parcel Owner as otherwise provided in the Declaration.

13-0730-0008



3. In addition to all other easements created under the Declaration, Zions hereby grants to Declarant, each other Owner, and each of their tenants, contractors, employees, agents, customers, licensees and invitees, a perpetual easement (the "Easement") for the use, operation, maintenance, replacement and repair (including reasonable access thereto) of the drainage facilities, including ponds (the "Drainage Facilities") currently existing on the Zions Property, including the right to fence the area containing the same (the "Easement Area") and limit access thereto as Declarant may desire; provided that any fencing shall be limited to that required by applicable code/law and/or prudent safety practices, and shall not unreasonably interfere with the operation of Zions' business. In no event shall any buildings or other improvements be constructed on the Zions Parcel which would interfere with Declarant's rights granted herein, as Declarant may choose to exercise the same from time to time. Notwithstanding any other provision of the Declaration or any other restrictive covenants affecting the Property (collectively, including the Declaration, the "Restrictions"), the Easement Area shall not be subject to modification or relocation of any kind without the prior express written consent of Declarant. The Easement Area and Drainage Facilities shall constitute Common Facilities under the Declaration. All construction on and improvements of any kind to the Zions Property shall be subject to Declarant's prior written approval of all plans and materials for the same.

4. The provisions hereof shall be supplementary to, and except as specifically set forth herein shall not modify, the Restrictions, and shall run with and bind and benefit the Property and Zions Property, and shall bind and benefit the Declarant and Zions, and their successors in interest. Zions hereby confirms that the Zions Property is and shall remain subject to the provisions of the Declaration, as specifically amended hereby.

5. Notwithstanding any other provision of the Restrictions, all employees working on the Zions Property shall park only on the same.

6. The three (3) year period referenced in Section 2.4.5 of the Declaration is hereby extended to the date which is three (3) years from the date hereof.

7. In addition to the Restrictions contained in Section 13 Restrictions on Use of the Grant of Easements, Declaration of Restrictions and Common Facilities Maintenance Agreement dated November 12, 1999 and recorded in the Tooele County, Utah Official Records as Entry No. 141401 in Book 0602 beginning at Page 0320, as amended (the "Declaration"), regarding the real property legally described on Exhibit A (the "Property"), in no event shall the Zions Property be used at any time for any of the uses set forth on Exhibit C attached hereto. In the event of any conflict between the Restrictions and the provisions hereof, whichever provision is the most restrictive shall apply.

8. Provided that the following shall not be applicable to existing tenants of the Property as of the date hereof (including their successors, assigns and sublessees), Declarant agrees that no other portion of the Property currently owned or controlled by Declarant shall be used for a full-service commercial bank, credit union, or other financial institution, as long as Zions is continuously operating the same on the Zions Property.

9. The Property Owner hereby revokes any and all easements granted to other Owners and Lessees provided for under Section 3.5 Building Encroachment, of the Grant of Easements, Declaration of Restrictions and Common Facilities Maintenance Agreement dated November 12, 1999 and recorded in the Tooele County, Utah Official Records as Entry No. 141401 in Book 0602 beginning at Page 0320, as amended (the "Declaration"), regarding the real property legally described on Exhibit A (the "Property").

WITNESS OUR SIGNATURES:

AMSOURCE Z-VALUE, LLC,
a Utah limited liability company,

By: Amsource Realty Advisors, LLC,
a Utah limited liability company,
Manager

By: [Signature]
Its Manager

By: David R. Gaskill
Its Manager

By: [Signature]
Paul Thurston, Manager

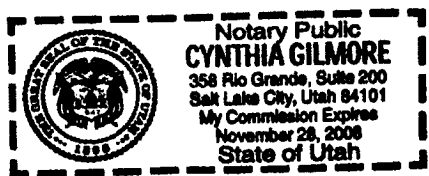
ZIONS FIRST NATIONAL BANK

By: Krist Stearns
Its: Vice President

STATE OF UTAH;
COUNTY OF SALT LAKE:

The foregoing instrument was acknowledged before me on August 3, 2007 ²⁰⁰⁷ ~~2006~~ by John R. Gaskill and David R. Gaskill, in the capacities indicated.

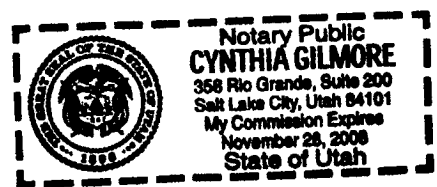
Notary Public: [Signature]



STATE OF UTAH;
COUNTY OF SALT LAKE:

The foregoing instrument was acknowledged before me on August 3 ~~2006~~ ²⁰⁰⁷ by Paul Thurston, in the capacity indicated.

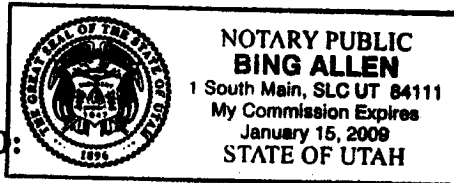
Notary Public: [Signature]



STATE OF UTAH;
COUNTY OF SALT LAKE:

The foregoing instrument was acknowledged before me on August 3, 2007 2006 by
Bing Allen in the capacity indicated.

Bing Allen
NOTARY PUBLIC



APPROVED AND CONSENTED TO:

ASSOCIATED FOOD STORES, INC.,
a Utah corporation

By: _____
Its: _____

STATE OF UTAH;
COUNTY OF SALT LAKE:

The foregoing instrument was acknowledged before me on _____ 2006 by
_____ in the capacity indicated.

NOTARY PUBLIC

Handwritten initials

STATE OF UTAH;
COUNTY OF SALT LAKE:

The foregoing instrument was acknowledged before me on _____ 2006 by
_____ in the capacity indicated.

NOTARY PUBLIC

APPROVED AND CONSENTED TO:

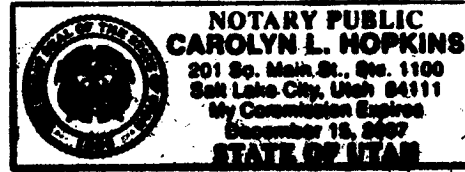
ASSOCIATED FOOD STORES, INC.,
a Utah corporation

By: [Signature]
Its: COO

STATE OF UTAH;
COUNTY OF SALT LAKE:

The foregoing instrument was acknowledged before me on August 2 2007 by
S. Neal Berube in the capacity indicated. 2006

[Signature]
NOTARY PUBLIC



**EXHIBIT A
LEGAL DESCRIPTION OF
THE PROPERTY**

Lots 1-10 of Tooele Town Center, a subdivision of Tooele City, according to the plat thereof, recorded in the office of the Tooele County Recorder.

Also

Lot 2 of Tooele Town Center No. 2, a subdivision of Tooele City, according to the plat thereof, recorded in the office of the Tooele County Recorder.

Also

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 Base and Meridian; and running thence South 218 feet; thence West 100 feet; thence North 218 feet; thence East 100 feet to the point 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 Base and Meridian; and running thence South 218 feet; thence West 100 feet; thence North 218 feet; thence East 100 feet to the point of beginning.



**EXHIBIT B
LEGAL DESCRIPTION OF
THE ZIONS PROPERTY**

Lot 2, Tooele Town Center No. 4, vacating and re-subdividing all of Lot 8, Tooele Town Center Subdivision and all of Lot 3, Tooele Town Center No. 3 Subdivision, according to the official plat thereof, recorded in the office of the Tooele County Recorder.

