

When recorded, please return to:  
David J. Castleton  
Blackburn & Stoll, LC  
77 West 200 South, Suite 400  
Salt Lake City, Utah 84101

E 151217 B 0634 P 0450  
Date 14-AUG-2000 2:55pm  
Fee: 49.00 Check  
CALLEN B. PESHELL, Recorder  
Filed By CBP  
For AMSOURCE Z INC  
TOOELE COUNTY CORPORATION

**AMENDMENT NO. 1  
TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions is made this 14<sup>th</sup> day of August, 2000, by PRICE TOOELE COMPANY, LLC, a Utah limited liability company ("Grantor") and AMSOURCE Z-VALUE, LLC, a Utah limited liability company ("Grantee").

**R E C I T A L S**

A. Grantor is the former owner of a certain tract of land situated in Tooele County, Utah, more particularly described in Exhibit A attached hereto (the "Property"). Grantee is the current fee title owner of the Property.

B. Grantor continues to own that certain tract of land situated in Tooele County and adjacent to the Property, which is more particularly described in Exhibit B attached hereto (the "Retained Property").

C. Grantor intends to convey an additional portion of the Retained Property to Grantee.

D. The Property and the Retained Property are subject to certain restrictions, conditions, covenants and agreements pursuant to a Declaration of Covenants, Conditions and Restrictions dated August 16, 1999, and recorded with the Tooele County Recorder on August 17, 1999, as Entry No. 135986, in Book 0584 at Page 0141 (the "Declaration"). Grantor and Grantee have agreed to amend the Declaration to reflect the agreement of the parties with respect to the extension of First East Street and the storm sewer as set forth in an Agreement of even date herewith (the "Agreement").

NOW, THEREFORE, Grantor and Grantee hereby agree to amend the Declaration as follows:

**1. Extension of First East Street.**

- a. Grantor and Grantee agree to the extension of First East Street North to 10<sup>th</sup> North in accordance with the Subdivision Plat prepared by Pentacore EPG dated July 18, 2000, a copy of which is attached hereto as Exhibit C (the "Subdivision Plat"). Grantee agrees to obtain the approval of the Subdivision Plat from Tooele City, and record the Subdivision Plat with the Tooele County Recorder.

Grantor agrees to grant any necessary consents required by Tooele City for the Subdivision Plat, provided such plat complies with the terms of the Declaration, as amended, and the Agreement.

- b. Grantee agrees that it will provide at least two (2) walk-in access points from the extension of First East Street to the shopping center/retail shops constructed on the Property, in accordance with the Detail Sheet prepared by Ensign Engineering, a copy of which is attached hereto as Exhibit D (the "Detail Sheet").
  - c. Grantee agrees to contract for and pay the cost of the design of the extension of First East Street from its existing location (approximately 169 feet South of the Property) to 10<sup>th</sup> North (the "Road"). Grantee shall obtain the written approval of Grantor of the design of the Road prior to construction. Grantee and Grantor each agree to split the cost of constructing the Road adjacent to their respective properties. Grantor shall pay the construction cost for the 169 feet of the Road adjacent to the Retained Property that lies South of the Property. Grantee will obtain bids for the construction, including a bid from the contractor for Grantee's current development on the Property. Grantee agrees to allow Grantor to bid out the construction of the Road. Grantee also agrees to supervise the construction of the road, however, no development, supervision or other fee shall be paid by Grantor. The construction costs for the Road shall be a straight pass through of the contractor's agreed upon price. Grantor shall have the right to review all bids and all costs associated with the construction of the Road.
  - c. Grantee is currently working with Tooele City to establish a special improvement district ("SID") to finance the road and intersection improvements associated with Grantee's development of the Property and the development of the Retained Property by Grantor. Grantee and Grantor agree to cooperate in the establishment of an SID, provided the SID has acceptable finance terms and the costs of the improvements covered are allocated to the parties benefitted. All costs associated with the development of the Property shall be assessed to Grantee. All costs associated with the development of the Retained Property shall be assessed to Grantor. The costs of the Road shall be allocated between Grantor and Grantee as set forth in Section 1.c. above. Any participation by the redevelopment agency or any other governmental body or agency will reduce the cost to Grantee and Grantor proportionately.
2. **Storm Sewer.** Grantor shall have no responsibility for the cost of the storm sewer system that has been installed under the Road (the "First Street Storm Sewer"). Grantor shall have the right to connect to the First Street Storm Sewer and extend connecting lines across the Retained Property in connection with the development of the Retained Property.

3. **Utilities.** Grantor shall have the right, for the benefit of the Retained Property, to connect to the other utility lines located under the Road and those utility lines servicing the Property.
4. **Timing.** The Road shall be completed by December 1, 2000, provided the SID funds become available by October 1, 2000. If the SID funds are not available by October 1, 2000, the Road shall be completed as soon as reasonably possible once the SID funds are made available. If the SID is not approved or the funds are not made available by June 1, 2001, Grantor and Grantee shall bear the cost of the Road as set forth in Section 1.b. above and the Road shall be completed by August 1, 2001.
5. **Conveyance to City.** Grantor and Grantee shall convey the Road to Tooele City, or such other governmental agency as appropriate, through the recordation of the Subdivision Plat or such other documents as may be required to convey the Road.
6. **Notices.** All notices given pursuant to this Declaration shall be in writing and shall be given by personal delivery, by U.S. mail or by U.S. mail express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls of Tooele County:

Grantor: Price Tooele Company, LLC  
35 Century Park-Way  
Salt Lake City, Utah 84115

Grantee: Amsource Z-Value, LLC  
358 South Rio Grande, Suite 200  
Salt Lake City, Utah 84101

All notices given pursuant to this Declaration shall be deemed given upon receipt. For purposes of this Declaration, "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified herein as shown on the return receipt; (ii) the date of actual receipt of the notice or other document by the person specified pursuant to this Section, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by Grantor.

In all other respects, the Declaration shall remain in full force and effect.

This Amendment may be executed in any number of duplicate originals or counterparts, each of which shall be of equal force and effect.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Amendment to be signed by their duly authorized officers as of the date first above written.

PRICE TOOELE COMPANY, LLC

By J. Steven Price by *John Price*  
J. Steven Price, Manager *attorney in fact.*

AMSOURCE Z-VALUE, LLC

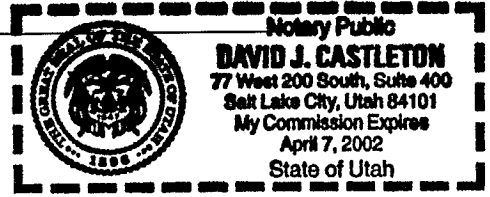
By *K B Hawkins*  
Its KEVIN B HAWKINS, MANAGER

STATE OF UTAH )  
: SS.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of August, 2000, by J. STEVEN PRICE, as Manager of Price Tooele Company, LLC, a Utah limited liability company, *through attorney in fact John Price.*

*David J. Castleton*  
Notary Public  
Residing in \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

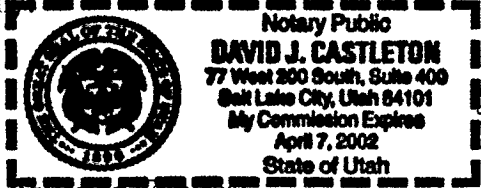


STATE OF UTAH )  
: SS.  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of August, 2000, by Kevin B. Hawkins, as Manager of Amsource Z-Value, LLC, a Utah limited liability company.

*David J. Castleton*  
Notary Public  
Residing in \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_



CONSENT OF LENDER

U.S. BANK NATIONAL ASSOCIATION, beneficiary under that certain Deed of Trust dated December 13, 1999, and recorded December 16, 1999, as Entry No. 141398, in Book 602, at Page 287, does hereby consent to the above Amendment No. 1 to Declaration of Covenants, Conditions and Restrictions, this 14 day of August, 2000.

U.S. BANK NATIONAL ASSOCIATION

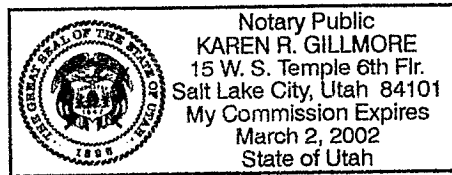
By [Signature]  
Its VP JACALYN CLAYTON

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

The foregoing instrument was acknowledged before me this 14 day of August, 2000, by Jacalyn Clayton, as VP of U.S. BANK NATIONAL ASSOCIATION.

Karen Gillmore  
Notary Public  
Residing in SLC, UT

My Commission Expires:  
3-2-02  
sprice\afrest4.cov.amd1.wpd



E 151217 B 0634 P 0454

## EXHIBIT A

Real property located in Tooele County, Utah, more particularly described as follows:

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, etux by deed recorded December 6, 1989 as Entry No. 030879 in Book 296 at page 767 of Official Records, to the Southeast corner 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, etal 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 feet 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

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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 and Faith 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.

\* \* \*

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## **EXHIBIT B**

### **RETAINED PROPERTY DESCRIPTION**

Real property located in Tooele County, Utah, more particularly described as follows:

Beginning at a point 33 feet South 00°15'56" East (deed South) 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; thence South 89°43'06" West 555.29 feet, along the South line of said County Road, thence South 0°30'17" West 1486.31 feet, thence North 89°59'34" West 29.56 feet, thence South 01°03'00" West 244.57 feet, thence South 88°57'00" East 63.69 feet, thence North 0°47'04" East 76.05 feet, thence South 89°12'56" East 545.47 feet to the East line of said Section 21, thence North 0°15'56" West 1666.12 feet to the point of beginning. Contains 21.8246 acres.

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**EXHIBIT C**  
**SUBDIVISION PLAT**

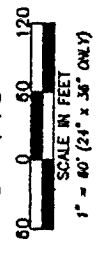
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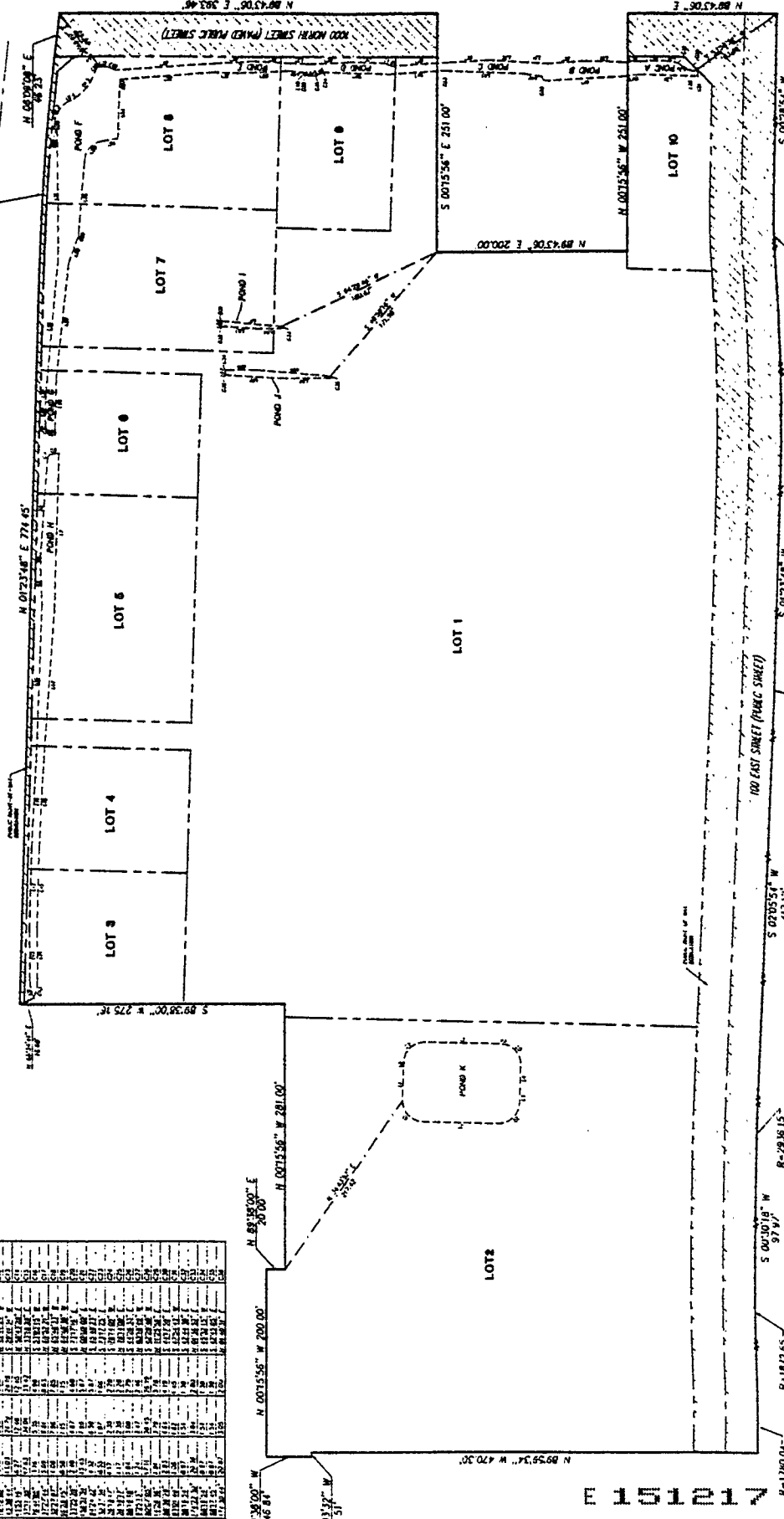
**TOOELE TOWN CENTER**  
TOOELE CITY

SARAH ANTHONY DR. W.  
WWW STREET (PAVED PUBLIC STREET)



**CURVE TABLE (STORM DRAIN EASEMENT)**

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
1+00.00	S 89°24'00" W	46.84	S 89°24'00" W	46.84	N 00°15'36" E	200.00	S 00°15'36" E	200.00
1+46.84	S 00°15'36" W	4.51	S 00°15'36" W	4.51	N 00°15'36" E	200.00	S 00°15'36" E	200.00
1+51.35	S 00°15'36" W	4.51	S 00°15'36" W	4.51	N 00°15'36" E	200.00	S 00°15'36" E	200.00



**LINE TABLE (STORM DRAIN EASEMENT)**

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
1+00.00	S 89°24'00" W	46.84	S 89°24'00" W	46.84
1+46.84	S 00°15'36" W	4.51	S 00°15'36" W	4.51
1+51.35	S 00°15'36" W	4.51	S 00°15'36" W	4.51

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
1+00.00	S 89°24'00" W	46.84	S 89°24'00" W	46.84
1+46.84	S 00°15'36" W	4.51	S 00°15'36" W	4.51
1+51.35	S 00°15'36" W	4.51	S 00°15'36" W	4.51

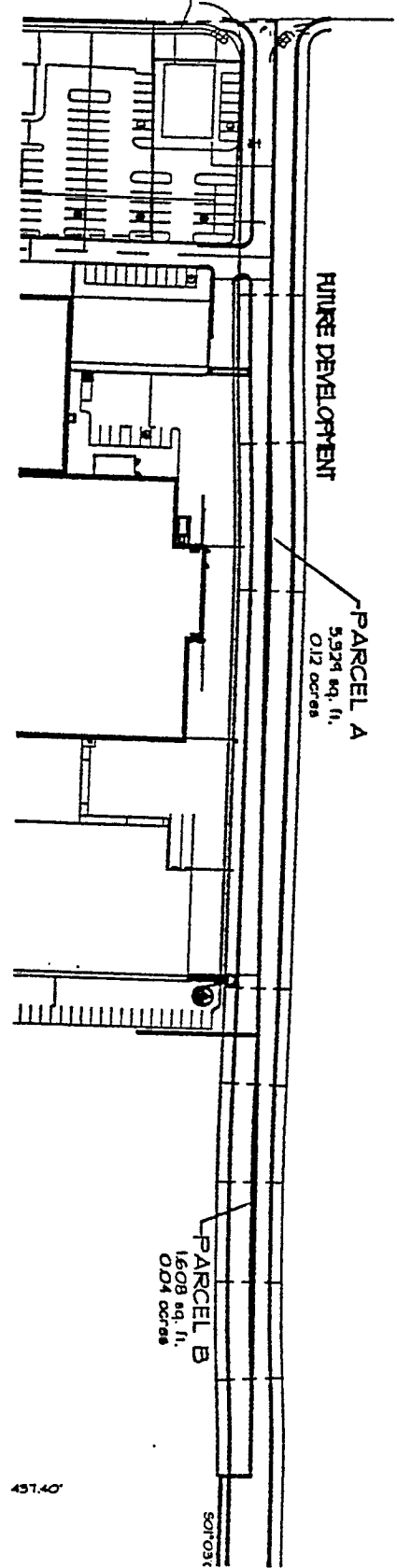
**CURVE DATA**

STATION	CHORD BEARING	CHORD DISTANCE	ARC BEARING	ARC DISTANCE
1+00.00	S 89°24'00" W	46.84	S 89°24'00" W	46.84
1+46.84	S 00°15'36" W	4.51	S 00°15'36" W	4.51
1+51.35	S 00°15'36" W	4.51	S 00°15'36" W	4.51



DATE: 11/06/2014 AT 10:42  
DATE: 11/14/2014


**EXHIBIT D**  
**DETAIL SHEET**



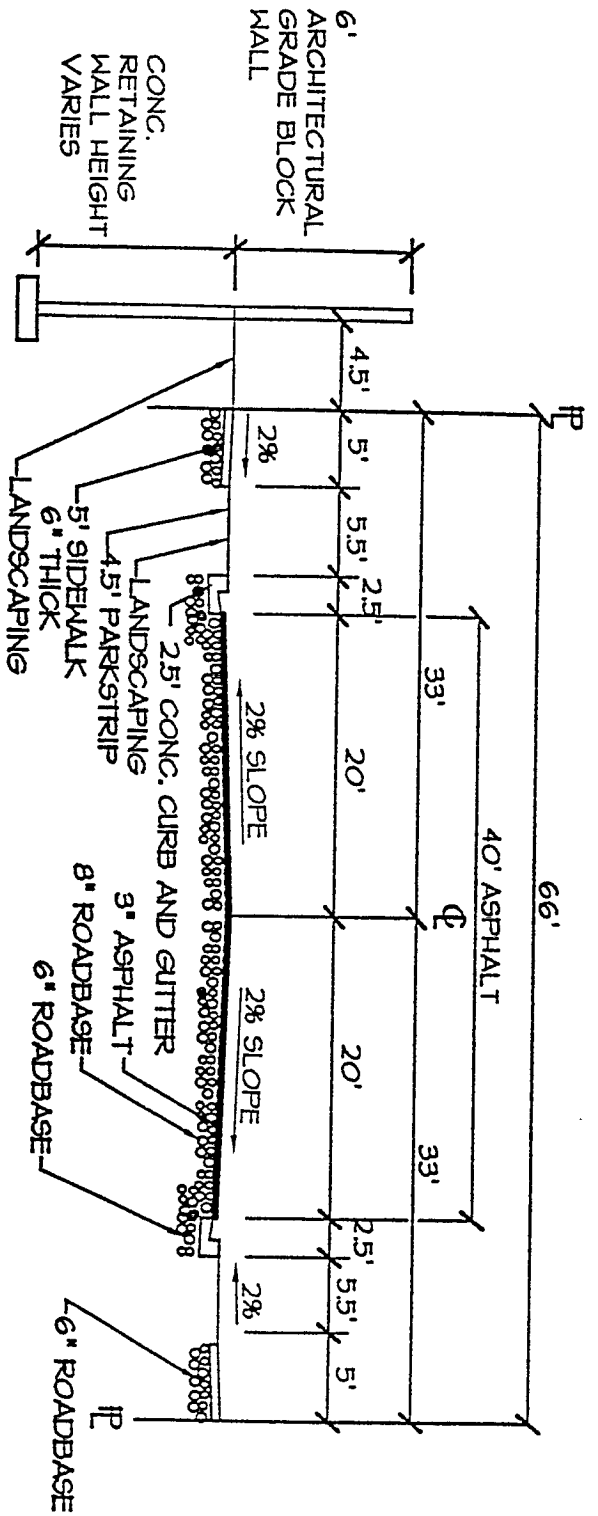
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1 of 3

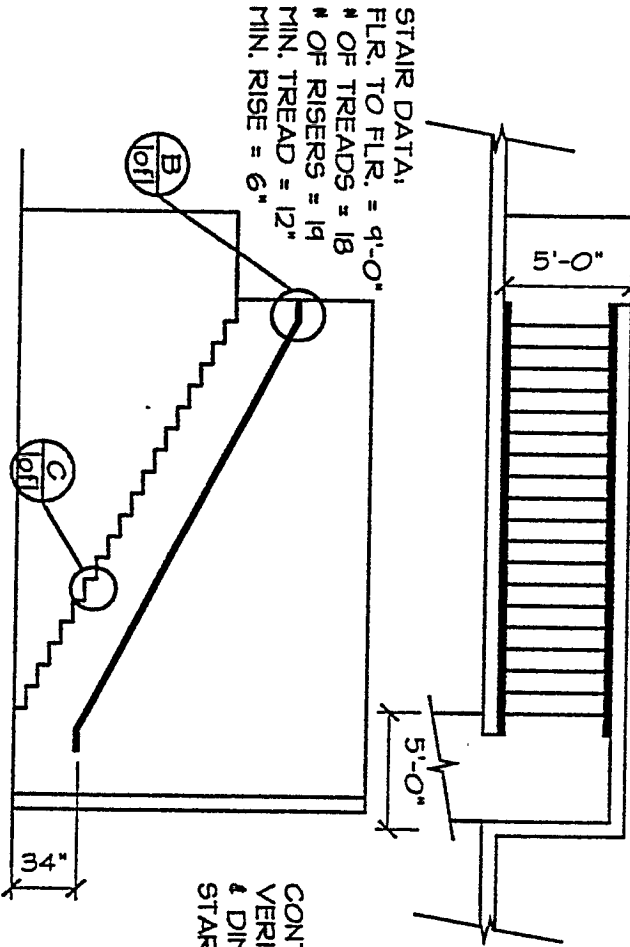
project name  
**100 EAST EXTENSION TOOELE**  
 DATE PLOTTED  
 project title  
**DETAIL SHEET**



90 East Fort Union Blvd, Suite 100  
 Midvale, Utah 84047  
 (801) 255-0029  
 fax (801)-255-1118  
 project manager: A. Edgerton  
 drawn by: T.D. Johnson  
 date: --



TYPICAL 66 FOOT ROAD CROSS SECTION  
NO SCALE



STAIR DATA:  
FLR. TO FLR. = 9'-0"  
# OF TREADS = 18  
# OF RISERS = 14  
MIN. TREAD = 12"  
MIN. RISE = 6"

CONTRACTOR TO FIELD  
VERIFY ALL CONDITIONS  
& DIMENSIONS PRIOR TO  
START CONSTRUCTION

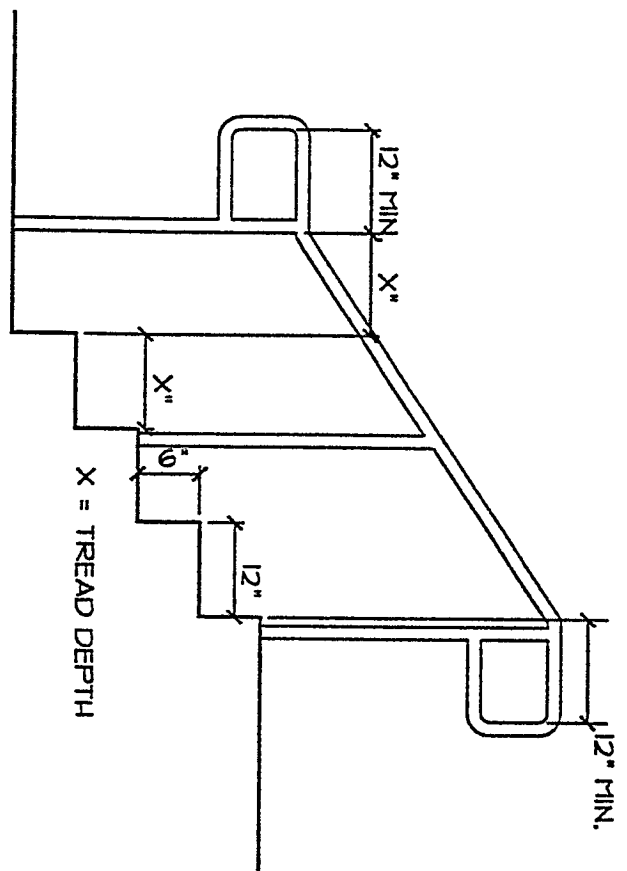
A STAIR SECTION  
SCALE: NONE

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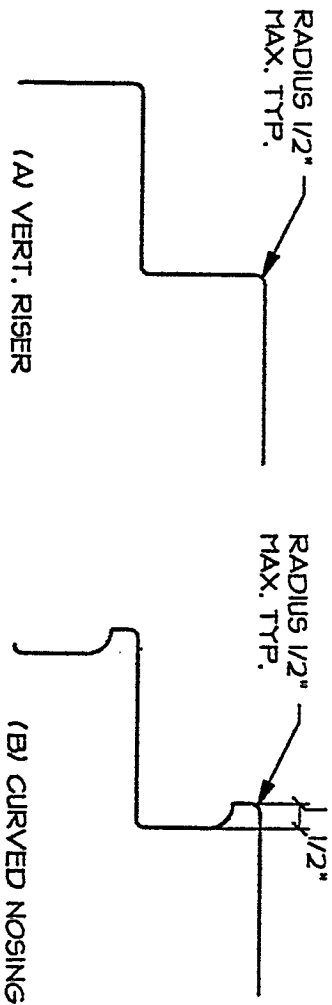
sheet  
2 of 3

project name  
**100 EAST EXTENSION TOOELE**  
sheet title  
**DETAIL SHEET**

ENSIGN  
Engineering • Planning • Surveying  
80 East Fort Union Blvd., Suite 100  
Midvale, Utah 84047  
tel (801) 255-0628  
fax (801) 255-1148  
project manager: J. CRITCHFIELD    drawn by: T.D. SCHMIDT    date: --




**B ACCESSIBLE STAIRS DETAIL**  
 10ft SCALE: NOT TO SCALE



**C RISER & TREAD DETAIL**  
 10ft SCALE: NOT TO SCALE

E 151217 B 0634 P 0464

<p>Rev: 1                  1/1/00                  1468</p>	<p>PROJECT NUMBER  <b>100 EAST EXTENSION TOOELE</b></p>	 <p><b>EN SIGN</b>                  •••••</p>
<p>3 of 3</p>	<p>1/1/00                  1468</p>	<p>80 East Fort Union Blvd., Suite 100                  Midvale, Utah 84047</p> <p>phone: (801) 255-0529                  fax: (801) 255-4448</p>
<p>PROJECT MANAGER: B. KIMMEL      DESIGNER: V.C. SCHMIDT      DATE: --</p>		
<p>DETAIL SHEET</p>		