

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Tooele Land Partners, LLC
5670 Wilshire Boulevard, Suite 1250
Los Angeles, California 90036
Attn.: Steven Usdan

Space above this line for recorder's use only

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

This Fourth Amendment to Grant of Easements, Declaration of Restrictions and Common Facilities Maintenance Agreement (this "**Fourth Amendment**") is dated as of August __, 2015 (the "**Effective Amendment Date**") by and between CCA-Tooele Towne Center, LLC, a Delaware limited liability company ("**CCA**"), Associated Food Stores, Inc., a Utah corporation ("**AFS**"), and Tooele Land Partners, LLC, a Delaware limited liability company ("**TLP**") with reference to the following recitals.

RECITALS

A. Reference is made to the Grant of Easements, Declaration of Restrictions and Common Facilities Maintenance Agreement dated November 12, 1999 and recorded in the Official Records of Tooele County, Utah as Entry No. 141401 in Book 0602 beginning at Page 0320 (as previously amended, the "**Declaration**"), regarding the real property legally described on Exhibit A attached to this Amendment.

B. CCA has succeeded to the rights of Declarant under the Declaration and is the current Declarant under the Declaration.

C. AFS is the Consenting Owner with respect to the Associated Parcel under the Declaration. AFS and CCA are all of the Consenting Owners under the Declaration and own more than sixty percent (60%) of the building area built in the Shopping Center and qualifying to have a Consenting Owner.

D. CCA, as Declarant and a Consenting Owner, AFS, as a Consenting Owner, and TLP, as the current owner of Phase 2 which is impacted by the modifications to the Declaration set forth in this Amendment, desire to amend the Declaration in certain respects more particularly set forth herein.

IN WITNESS WHEREOF, and in acknowledgment and consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are

acknowledged, the Declaration is amended as follows effective as of the Effective Amendment Date:

1. Capitalized Terms. All capitalized terms used in this Amendment but not otherwise defined herein have the meanings given to such terms in the Declaration.

2. Deletion of Lot 502 from Shopping Center Land. Except as otherwise provided in the last sentence of this Section 2, the real property described on Exhibit B attached to this Amendment as "Lot 502" is hereby deleted from the Shopping Center Land and shall no longer be subject to, or encumbered or benefitted by, the Declaration. Without limitation of the foregoing, Lot 502 shall have no access to the remaining Shopping Center Land pursuant to the Declaration, as amended by this Amendment. Notwithstanding anything herein to the contrary, the exclusive use restrictions set forth in Section 13.1 of the Declaration shall continue to apply to Lot 502, and no part of Lot 502 shall be used in a manner that would violate such exclusive use restrictions without the written and recorded consent of the Owner and, if different, the Consenting Owner of the Associated Parcel.

3. Modifications to Phase 2 Building Development. The last sentence of Section 2.2 of the Declaration is hereby deleted. Section 2.3.6 of the Declaration is hereby deleted.

4. Permitted Use of Lot 501. Notwithstanding any contrary term or provision of the Declaration, the restrictions set forth in Section 13.2 of the Original Declaration against the operation of an automotive maintenance or repair facility, car wash, or training or educational facility shall not be applicable to the real property described as Lot 501 on Exhibit B attached to this Amendment as long as Lot 501 physically contains (without reliance on the parking located on any other Parcel) the greater of (i) five (5) finished, striped parking spaces for each one thousand (1,000) square feet of the total Floor Area of space on Lot 501, or (ii) the minimum number of parking spaces required by law for the uses operated on Lot 501.

5. No Other Changes. Except as set forth in this Amendment, the Declaration remains in full force and effect.

6. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall collectively constitute one fully-executed document.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Amendment has been entered into by the foregoing parties as of the Effective Amendment Date.

CCA-TOOELE TOWNE CENTER, LLC,
a Delaware limited liability company

By: CCA ACQUISITION COMPANY, LLC,
a California limited liability company,
Managing Member

By: *Steven Usdan*
Stéven H. Usdan, Managing Member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On August 24, 2015 before me, Joelyn Maynes, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Stéven H. Usdan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Joelyn Maynes*
Signature of Notary Public

Place Notary Seal Above

TOOELE LAND PARTNERS, LLC,
a Delaware limited liability company

By: CCA ACQUISITION COMPANY, LLC,
a California limited liability company,
Managing Member

By: *Steven H. Usdan*
Steven H. Usdan, Managing Member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California)
County of Los Angeles)

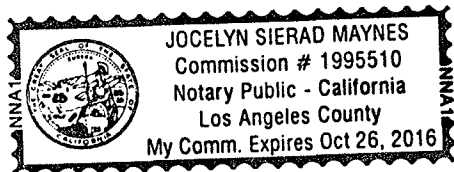
On August 24, 2015 before me, JOCELYN MAYNES NITAM, Public,
Date Here Insert Name and Title of the Officer

personally appeared Steven A. Usdan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Jocelyn Maynes Nitam*
Signature of Notary Public

Place Notary Seal Above

EXHIBIT ALEGAL DESCRIPTION OF SHOPPING CENTER LAND
PRIOR TO THIS AMENDMENTArea 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 $0^{\circ}30'17''$ 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.

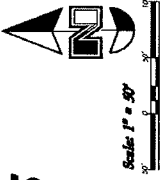
Area 4:

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.

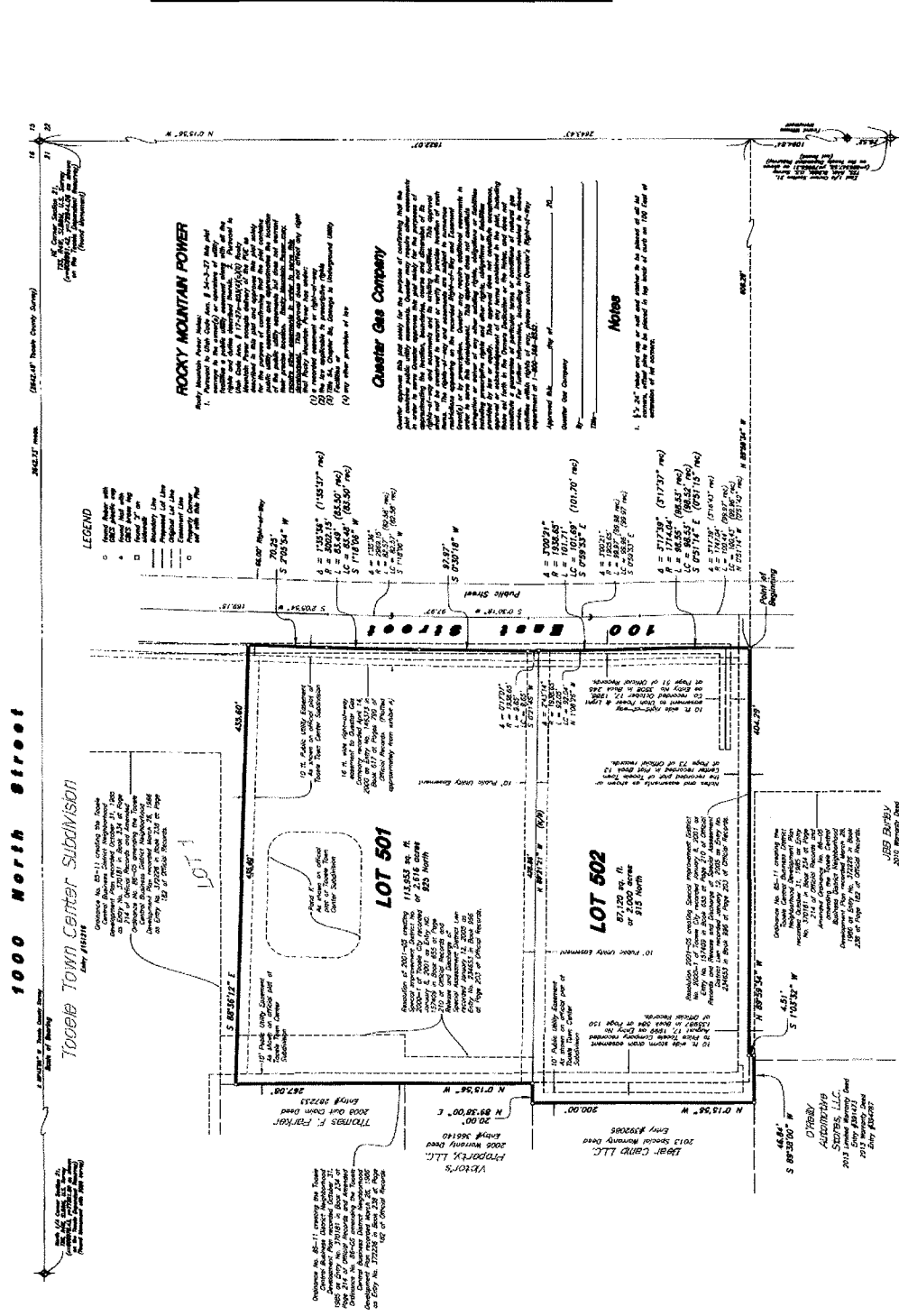
EXHIBIT B

DESCRIPTION OF LOTS 501 and 502



Tooele Town Center No. 5
 (Vacating and Amending All of Lot 2, Tooele Town Center Subdivision)
 within Section 21, Township 3 South, Range 4 West, Salt Lake Base and Meridian, U.S. Survey
 Tooele City, Tooele County, Utah

NARRATIVE: The plat is being prepared by the Tooele County Surveyor for the purpose of vacating and amending the Tooele Town Center Subdivision. The plat is being prepared in accordance with the provisions of the Utah Subdivision Map Act, Chapter 2, Title 20, Utah Code Annotated, 1953, as amended. The plat is being prepared in accordance with the provisions of the Utah Subdivision Map Act, Chapter 2, Title 20, Utah Code Annotated, 1953, as amended. The plat is being prepared in accordance with the provisions of the Utah Subdivision Map Act, Chapter 2, Title 20, Utah Code Annotated, 1953, as amended.



NEVER REUSE
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