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**Supplement to  
Declaration of Restrictions and Grant of Easements and  
Common Area Maintenance Agreement**

This Supplement to Declaration of Restrictions and Grant of Easements and Common Area Maintenance Agreement ("Supplement") is made this 22<sup>nd</sup> day of June, 2004, by CPI/American Fork Limited Partnership, an Idaho limited partnership ("CPI").

RECITALS

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RANDALL A. COVINGTON  
UTAH COUNTY RECORDER  
2004 Jun 28 4:29 pm FEE 25.00 BY SS  
RECORDED FOR FIRST AMERICAN TITLE CO

A. CPI is the Owner of that certain real property shown as "Parcel 1" and "Parcel 2" on the site plan attached hereto as Exhibit "A" ("**Site Plan**") and more particularly described in Exhibit "B" attached hereto.

B. Parcels 1 and 2 have been developed as a retail center known as "American Fork Town Center", as shown on the Site Plan ("**Shopping Center**"). The Shopping Center is subject to that certain Declaration of Restrictions and Grant of Easements between CPI and Albertson's, Inc. ("**Albertson's**"), recorded as Instrument No. 42740, Book 3449, Page 353, records of Utah County, Utah, as amended from time to time ("**Declaration**"), and Common Area Maintenance Agreement between CPI and Albertson's recorded as Instrument No. 42741, Book 3449, Page 385, records of Utah County, Utah, as amended from time to time ("**CAMA**").

C. CPI and Albertson's entered into that certain Shopping Center Lease dated November 21, 1994, as evidenced by a Memorandum of Lease recorded as Instrument No. 89571, Book 3574, Page 539, records of Utah County, Utah ("**Albertson's Lease**"), whereby CPI, as landlord, leased Parcel 2 to Albertson's, as tenant. The Albertson's Lease provides that Albertson's, as the tenant of Parcel 2 under the Albertson's Lease, is entitled to exercise exclusively all rights and privilege provided to and shall be obligated to perform all obligations and responsibilities as the Owner of Parcel 2 under the Declaration and CAMA. The Albertson's Lease also provides that Albertson's has an option to purchase Parcel 2, and that CPI, as landlord, has the right to require Albertson's to purchase Parcel 2, on the terms set forth in the Lease.

D. CPI intends to convey fee title to Parcel 1 to a third party and to retain ownership of fee title to Parcel 2. CPI, as Owner of Parcel 1, desires to supplement the Declaration and CAMA, as to Parcel 1 only, as provided herein.

E. This Supplement shall be a burden on Parcel 1 and shall benefit the owner of fee title to Parcel 2 ("**Fee Owner of Parcel 2**").

NOW THEREFORE, CPI hereby covenants, agrees and declares that Parcel 1 and any portion thereof, shall be held, sold, encumbered, leased, occupied, improved and conveyed subject to all of the covenants, conditions, easements and restrictions contained in this Supplement, all of which are declared and agreed to be in furtherance of a general plan for the protection, preservation, maintenance and improvement of the Shopping Center and to enhance the value, desirability and attractiveness of the Shopping Center. These covenants, conditions, easements and restrictions shall run with the land, and with each estate therein, and shall be binding upon Parcel 1 and all parties having or acquiring any right, title or interest in any portion of Parcel 1, and shall inure to the benefit of the Fee Owner of Parcel 2, its successors and

assigns. This Supplement may modify, alter, limit or supplement the obligations of the Owner of Parcel 1 under the Declaration and CAMA and in the event of any conflict between this Supplement and the Declaration and CAMA, this Supplement shall control.

1. **Definitions:** For purposes of this Agreement, all capitalized terms not otherwise defined in this Agreement shall have the meaning given in the Declaration and CAMA.

2. **Term of this Supplement.** This term of this Supplement shall commence on the date of this Supplement and terminate on the earlier to occur of (a) the date Albertson's acquires fee title to Parcel 2, or (b) the date the Albertson's Lease is terminated, and upon such termination, this Supplement shall automatically terminate and be of no further force and effect.

3. **No Amendment to Declaration and CAMA:** This Supplement is a supplemental agreement affecting Parcel 1, for the benefit of the Fee Owner of Parcel 2, for the specific purposes stated herein. This Agreement shall not in anyway be construed to amend or modify the terms of the Declaration and CAMA.

4. **Supplement to CAMA.**

4.1 **CAMA Provisions:** The CAMA provides that the Owner of Parcel 1 shall be the "**Maintenance Director**" of the Shopping Center. The Maintenance Director is responsible for maintaining the Shopping Center, maintaining insurance covering the Common Area, and indemnifying the other Owners in the Shopping Center from all claims occurring in the Common Area or arising out of the performance of the Maintenance Director's obligations under the CAMA.

4.2 **Parcel 1 Supplement:** So long as the Owner of Parcel 1 is appointed as Maintenance Director under the CAMA, the Owner of Parcel 1, as Maintenance Director, agrees (a) to maintain and provide the insurance required by Section 2.2 of the CAMA and to name any mortgagee having an lien on fee title to Parcel 2 as an additional insured, and (b) that the obligation of the Maintenance Director to indemnify the Owners of all Parcels in the Shopping Center shall also benefit and be enforceable by the Fee Owner of Parcel 2.

5. **Supplement to Declaration.**

5.1 **Declaration Provisions:** The Declaration provides that in the event any portion of any building in the Shopping Center is taken or damaged as a result of a condemnation or any transfer in lieu thereof ("**Condemnation Event**"), then the Owner of such Parcel shall promptly restore or cause to be restored the remaining portion of such building, or remove the damaged portion of the building.

5.2 **Albertson's Lease Provisions:** The Albertson's Lease provides that if a Condemnation Event occurs, and (a) if the Condemnation Event renders Parcel 2 or the building on Parcel 2 unsuitable for Albertson's business operations, and (b) if Albertson's does not exercise its option to repurchase Parcel 2, then Albertson's is obligated to restore the building located on Parcel 2, and the Fee Owner of Parcel 2 (as landlord under the Albertson's Lease) is obligated to promptly restore the Shopping Center (excluding Albertson's Building) to an architectural unit as nearly comparable as practicable to the unit existing immediately prior to such condemnation.

5.3 Parcel 1 Supplement: If (a) a Condemnation Event occurs on Parcel 1 which renders Parcel 2 or the building on Parcel 2 unsuitable for Albertson's business, (b) Albertson's does not exercise its option to repurchase Parcel 2, and (c) Albertson's is obligated to restore the building on Parcel 2 pursuant to the terms of the Albertson's Lease, then, unless otherwise agreed in writing by Albertson's, the Owner of Parcel 1 shall promptly restore Parcel 1 to an architectural unit as nearly comparable as practicable to the unit existing immediately prior to such damage or taking.

6. Amendments to Declaration and CAMA: During the term of this Supplement, the Owner of Parcel 1 agrees not to amend, modify or terminate the Declaration and/or CAMA without the prior written consent of the Fee Owner of Parcel 2. The Fee Owner of Parcel 2 may withhold its consent if (a) the proposed amendment, modification or termination will have a material adverse affect on Parcel 2, or (b) the proposed amendment, modification or termination violates or conflicts with any obligations, terms or provisions of the Albertson's Lease.

7. Enforcement. The Fee Owner of Parcel 2 shall have the right to enforce, by any proceedings at law or in equity, all provisions of this Supplement as amended from time to time.

8. Remedies. In the event of a breach of this Supplement by the Owner of Parcel 1, the Fee Owner of Parcel 2 shall have all have all remedies available at law or in equity, including but not limited to injunctive or other equitable relief. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees and disbursements, and also including reasonable attorney's fees and costs associated with any appeal of a judgment.

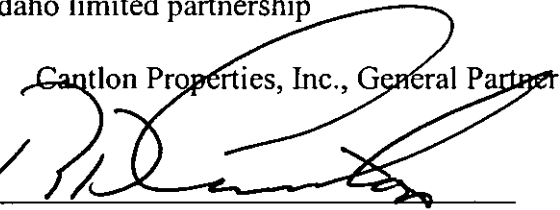
9. Amendment. This Supplement may only be amended by written agreement signed by the Owner of Parcel 1 and the Fee Owner of Parcel 2, and by recording such amendment in the records of Utah County, Utah.

10. Covenants Run With the Land, Successors. This Supplement shall be a burden on Parcel 1, shall be appurtenant to and for the benefit of the Fee Owner of Parcel 2, and any part thereof, and shall run with the land. This Supplement shall be binding upon the Owner of Parcel 1 and the Fee Owner of Parcel 2, their successors and assigns, and upon any person acquiring Parcel 1 or any successor or assign of the Fee Owner of Parcel 2, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

**CPI:**

CPI/American Fork Limited Partnership,  
An Idaho limited partnership

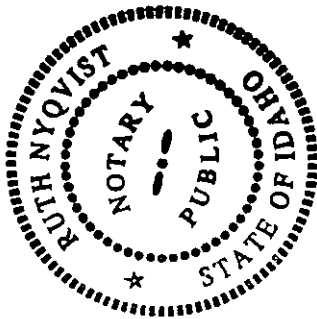
By: Cantlon Properties, Inc., General Partner

By:   
Roger D. Cantlon, President

State of Idaho )  
 ) ss.  
County of Ada )

On this 23 day of June, 2004, before me, a Notary Public in and for said State, personally appeared Roger D. Cantlon, known or identified to me to be the President of Cantlon Properties, Inc., the General Partner of CPI/American Fork Limited Partnership, a limited partnership, the General Partner who subscribed said corporation's name, as general partner of the limited partnership to the foregoing instrument, and acknowledged to me that he executed the same in said limited partnership's name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

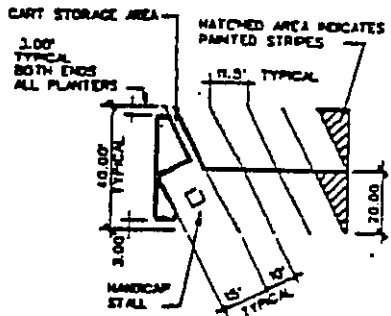
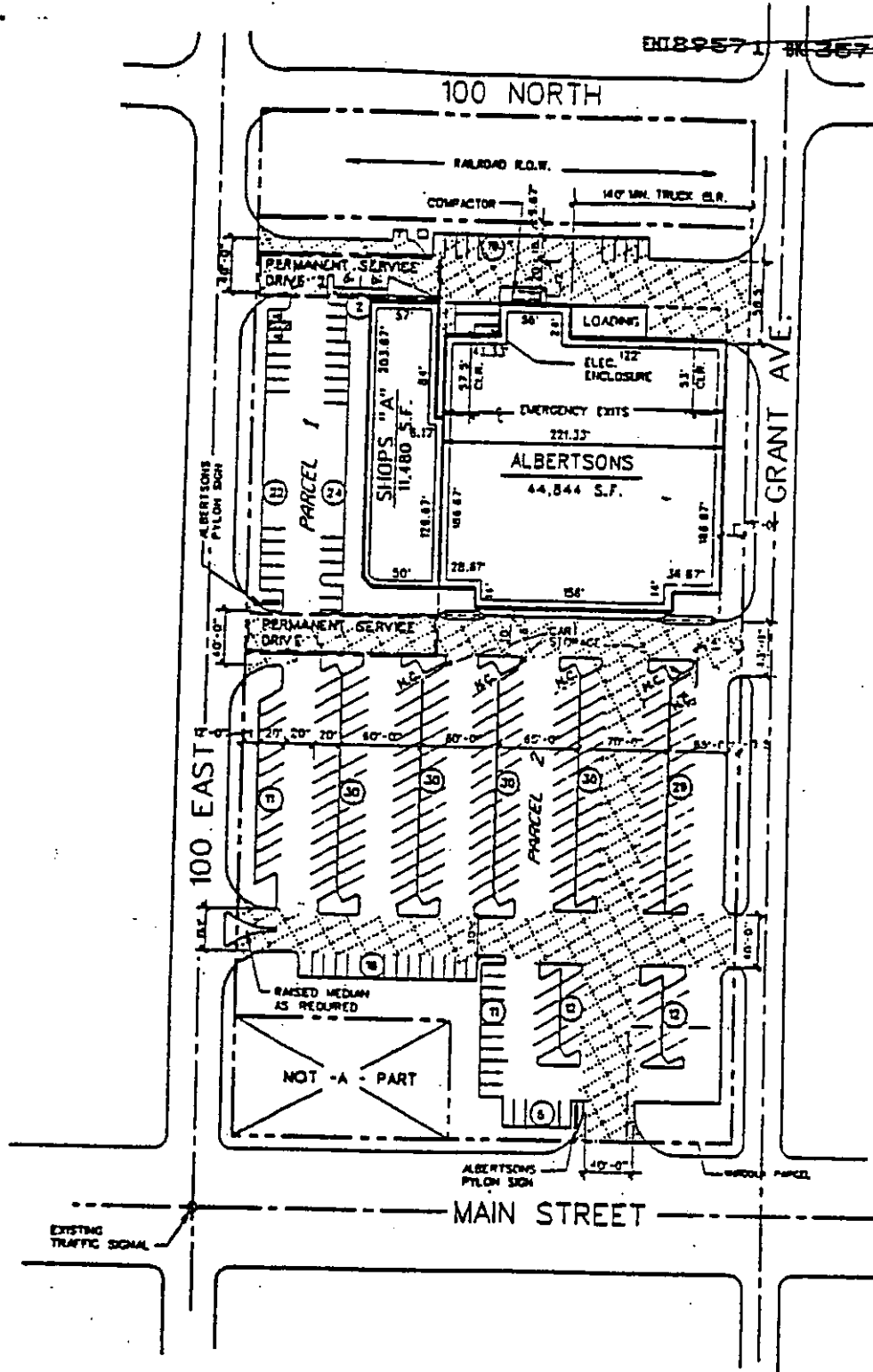


Ruth Nyqvist  
Notary Public for Idaho  
Residing at Boise Idaho  
My Commission expires 12-10-04

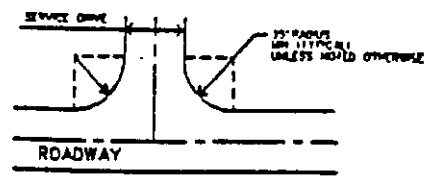
**EXHIBIT A**

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**SITE PLAN**  
(attached hereto)



**A** PARKING DETAIL  
1'-30'-0"



**B** CURB CUT DETAIL  
1'-30'-0"

MR DRW 7-27-92 BY  
 REV. SHOPPING CENTER  
 PARKING CLRS  
 OUT G.S.A.  
 MR DRW 7-28-92 BY  
 REV. SHOPPING CENTER  
 1 PARKING, REDUCE  
 1 CORN CUT &  
 10' EAST & 10'  
 MEDIAN & PARCELS.  
 MR DRW 4-22-93 BY  
 REVISED PARCEL  
 L.I.P.  
 MR DRW 8-29-93 BY  
 100 PERMANENT  
 IMPACT DRIVES  
 MR DRW 8-10-94 BY  
 REV. SHOPPING CENTER  
 PARKING, G.S.A.  
 MR DRW 11-21-94 BY  
 REV. G.S.A. &  
 100% IMPROVEMENT  
 MR DRW 10-10-94 BY  
 10' W/ 127 STALLS  
 MR DRW 11-24-94 BY  
 REV. PARCEL L.I.P.

### GENERAL NOTES

DRAWN WITH OUT BENEFIT OF SURVEY  
 NO TRUCK WELLS, NATURAL DOCK ONLY  
 PARKING REQUIREMENTS:  
 5/ 1,000 S.F. GROSS  
 LEASABLE AREA






BUILDING SETBACK REQUIREMENTS:  
 0' ALL SIDES

LANDSCAPE REQUIREMENTS:  
 BY CITY REVIEW  
 (PLANNING COMMISSION REVIEW)

ZONING REQUIREMENTS:  
 EXISTING- COMMERCIAL ICC-D  
 REQUIRED- COMMERCIAL ICC-D

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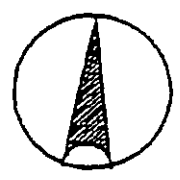
### LEGEND

- PROPERTY LINE / PARCEL LINE 
- EXPANSION LIMIT LINE 
- BUILDING AREA 
- HEAVY DUTY ASPHALT 
- BUILDING LIMIT LINE 

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### EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA	56,324 S.F.
TOTAL CARPARKS REQUIRED	281
TOTAL CARPARKS PROVIDED	283 (-2)
TOTAL CARPARKS W/IN 200' RAD.	157
TOTAL SITE AREA	260,778 S.F. (5.99 AC.)



NORTH  
 SCALE: 1"=100'-0"

APPROVED BY:	DATE:
CHAIRMAN	SIGNED 11-22-91
PRESIDENT	SIGNED 11-22-91
EXEC. V.P.-S.P.	SIGNED 11-22-91
SRL V.P.-CONSTR.	SIGNED 11-22-91
SRL V.P.-REG.	SIGNED 11-22-91

AMERICAN FORK, UT.  
 ALBERTSONS NO. 578  
 N.E.C. MAIN STREET & 100 EAST STREET  
 100 PARCELS BLUE PLAN 0004 0000 03718



DATE 11-21-91

EXHIBIT "A"  
 SITE PLAN

1  
 OF 1

**EXHIBIT B  
LEGAL DESCRIPTION**

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**Parcel 1:**

Lot 1, Plat A, Albertson's Center No. 2, American Fork, Utah, according to the official plat thereof on file and of record in the Utah County Recorder's Office.

**Parcel 2:**

*34-201-0001*

Lot 2, Plat A, Albertson's Center No. 2, American Fork, Utah, according to the official plat thereof on file and of record in the Utah County Recorder's Office.

*34-201-0002*