

WHEN RECORDED, RETURN TO:

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APN: 15-33-251-020 and 15-33-251-021,  
formerly (through tax year 2022)  
15-33-251-008 and 15-33-251-011,  
respectively.

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Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

## **SECOND AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS**

This **SECOND AMENDMENT TO SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS** (the “Amendment”) is made and entered into as of November 21, 2022, by **CF III SH VALLEY FAIR, LLC**, a Delaware limited liability company (the “Developer”), and **AGTL WEST VALLEY OWNER, L.L.C.**, a Delaware limited liability company (“AGTL”).

### **RECITALS**

A. AGTL (as successor in interest to STAY VFM, LLC, a Utah limited liability company (“SC”)) and Developer are parties to that certain Supplemental Declaration of Covenants and Restrictions recorded on October 25, 2019 in the official records of Salt Lake County, Utah as Entry No. 13108267, in Book 10850, Page 7940, as amended by that certain First Amendment to Supplemental Declaration of Covenants and Restrictions recorded on February 17, 2022 in the official records of Salt Lake County Utah as Entry No. 13893857, Book 11307, Page 4586 (as amended, the “Supplemental Declaration”).

B. AGTL is the current owner of the SC Parcel, as described on **Exhibit A** attached hereto, and has succeeded to all of the right, title, interest, duties and obligations of SC in, to and under the Supplemental Declaration as to the SC Parcel.

C. Developer and AGTL have agreed to amend the Supplemental Declaration, subject to and in accordance with the further terms, covenants and provisions of this Amendment.

**NOW, THEREFORE**, in consideration of the execution and delivery of the Supplemental Declaration, the foregoing Recitals, the mutual agreements, covenants and promises contained in this Amendment and other good and valuable considerations, the receipt, sufficiency and validity of which are hereby acknowledged, Developer and AGTL agree as follows:

1. **Definitions.** Capitalized terms used in this Amendment without definition shall have the meanings assigned to such terms in the Supplemental Declaration, unless the context expressly requires otherwise.

2. **Construction Timing.** The Construction Deadline set forth in Paragraph B of the Supplemental Declaration is hereby extended to September 30, 2025.

3. **Fair Market Value.** Paragraph D.3(b) of the Supplemental Declaration is hereby amended to delete “ninety five percent (95%) of the” from the third line.

4. **Termination of Right to Repurchase.** The right to repurchase set forth in Paragraph D of the Supplemental Declaration, including, without limitation, the requirements of Paragraph D.8 (the “Repurchase Right”) shall expire and be of no further force and effect from and after the date that is six (6) months after AGTL obtains a certificate of occupancy for the improvements comprising the Initial Use. If the Repurchase Right shall expire, then within ten (10) business days after request by AGTL, Developer shall execute and deliver a written instrument (in a recordable form) acknowledging the termination or expiration of the Repurchase Right, the form and substance of which shall be reasonably acceptable to AGTL and Developer.

5. **Release of Claims.** In consideration of the execution and delivery by Developer of this Amendment, as of the date this Amendment is recorded in the Official Records of Salt Lake County, Utah (the “Recordation Date”) AGTL hereby releases and forever discharges Developer its members, managers, shareholders, partners, officers, directors, agents, property managers, trustees, beneficiaries and employees (“Developer Parties”) for, from and against any and all claims, liabilities, acts, damages, costs, expenses, demands, rights of action and causes of action which AGTL ever had, now has or in the future may have against the Developer Parties from or in any way pertaining to the SC Parcel and/or the Supplemental Declaration; however, the foregoing does not extend to a breach of the Supplemental Declaration first occurring subsequent to the Recordation Date. AGTL expressly waives any and all rights which it may have under any state or federal law which may limit the scope of the release contained in this Paragraph 5.

6. **Full Force and Effect.** Except as expressly modified by this Amendment, the Supplemental Declaration remains unmodified and in full force and effect. All references in the Supplemental Declaration to “this Supplemental Declaration” shall be deemed references to the Supplemental Declaration as modified by this Amendment.

*[Signatures on Following Page(s)]*

IN WITNESS WHEREOF, Developer and AGTL have executed and delivered this Second Amendment to Supplemental Declaration of Covenants and Restrictions as of the date and year first above written.

**DEVELOPER:**

**CF III SH VALLEY FAIR LLC**, a Delaware limited liability company

By: Brian Moss  
Name: Brian Moss  
Title: SVP

STATE OF New York)  
) ss.  
County of Brooklyn)

On November 18th, 2022, before me, VASHU PATEL,  
a Notary Public in and for the State of New York, personally appeared  
Brian Moss, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person whose name is subscribed to the within instrument and  
acknowledged to me that such person executed the same in an authorized capacity, and that by  
signature on the instrument the entity upon behalf of which the persons acted, executed the  
instrument.

WITNESS my hand and official seal.



Notary Public in and for said State  
My commission expires: 12/21/2023

VASHU PATEL NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01PA6334587 Qualified in Kings County Commission Expires 12/21/2023
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[SIGNATURES CONTINUE ON FOLLOWING PAGE]

AGTL:

AGTL WEST VALLEY OWNER, L.L.C., a  
Delaware limited liability company

By: AGTL West Valley Parent, L.L.C., a  
Delaware limited liability company,  
its sole member

By: AG Real Estate Manager, Inc., a  
Delaware corporation, its manager

By:   
Name: Scott Glassberg  
Title: Vice President

STATE OF New York)  
) ss.

County of New York)

On November 10, 2022, before me, Kenyetta Thompson,  
a Notary Public in and for the State of New York, personally appeared  
Scott Glassberg, personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person whose name is subscribed to the within instrument and  
acknowledged to me that such person executed the same in an authorized capacity, and that by  
signature on the instrument the entity upon behalf of which the persons acted, executed the  
instrument.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public in and for said State  
My commission expires: 01/01/2024

Kenyetta Thompson  
Notary Public, State of New York  
Registration # 017H6369512  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires January 8, 2026

**EXHIBIT A**  
**SC PARCEL**

County Tax Parcel Number(s): 15-33-251-020 and 15-33-251-021, formerly (through tax year 2022) 15-33-251-008 and 15-33-251-011, respectively.

**PARCEL 1:**

Beginning at a point on the North line of 3800 South Street which is 396 feet North 89°56'00" East along the Quarter Section line and North 30.00 feet from the center of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 630.31 feet (measured North 0°00'44" East 630.36 feet to a point on the South line of that property defined by a Special Warranty Deed found in Book 9555, at Page 7461), thence East 253.08 feet (measured North 89°57'20" East 252.93 feet along said line to a point on the West property line as defined by said Special Warranty Deed), thence South 0°04'00" East 630.01 feet along an existing fence to the North right of way line of 3800 South Street (measured the following three calls as defined by said Special Warranty Deed South 0°04'00" East 330.16 feet, thence East 1.11 feet, thence South 0°04'00" East 300.83 feet), thence South 89°56'00" West 253.81 feet (measured 254.10 feet) along the North line of 3800 South Street to the point of beginning.

**LESS AND EXCEPTING THEREFROM** the following:

Beginning at a point on the North line of 3800 South Street which is 396.01 feet South 89°48'49" East along the quarter section line and North 30.00 feet from the center of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 00°15'56" East 10.00 feet; thence South 89°48'49" East 253.80 feet; thence South 00°11'11" West 10.00 feet to the North line of 3800 South Street; thence North 89°48'49" West 253.81 feet along the North line of 3800 South Street to the point of beginning.

The above Parcel 1 being also described by survey as follows:

Beginning at a point on the West line of that certain parcel conveyed by Special Warranty Deed recorded October 25, 2019, as Entry No. 13108266 in Book 10850 at Page 7937 in the office of the Salt Lake County Recorder, said point also being the Northwest corner of the certain parcel conveyed to West Valley City by Special Warranty Deed recorded October 3, 2022, as Entry No. 14024621 in Book 11376 at Page 9019 in the office of said County Recorder, said point being North 89°56'46" East along the section line 396.00 feet and North 00°00'44" East 40.00 feet from the center of Section 33, Township 1 South, Range 1 West Salt Lake Base & Meridian, and running thence North 00°00'44" East along said West line 622.82 feet (North 630.31 feet by deed) to the Northwest corner thereof; thence North 89°57'20" East along the North line 253.18 feet (East 253.08 feet by deed) to a point on the Northerly extension of an existing fence line; thence Southerly along said extension and said fence line the following five courses: 1) South 00°01'33" East 330.16 feet, 2) South 00°16'31" East 44.44 feet, 3) South 00°07'18" East 131.07 feet, 4) South 00°04'48" West 95.11 feet, 5) South 01°01'29" West 21.99 feet (South 00°04'00" East along a

fence line per deed) to the Northeast corner of said West Valley City parcel; thence South 89°56' 46" West along the North line of said parcel 253.42 feet (North 89°48'49" West 253.80 feet by deed) to the point of beginning.

PARCEL 1A:

A non-exclusive easement for access, appurtenant to Parcel 1, as defined and disclosed in that certain Construction, Operation and Reciprocal Easement Agreement recorded July 17, 2006 as Entry No. 9784299 in Book 9322 at Page 7622, as amended by that certain First Amendment To Construction, Operation and Reciprocal Easement Agreement recorded June 30, 2009 as Entry No. 10744097 in Book 9741 at Page 6810, and that certain Amendment To Construction, Operation and Reciprocal Easement Agreement recorded June 9, 2011 as Entry No. 11196035 in Book 9929 at Page 9110 and that certain Third Amendment To Construction, Operation and Reciprocal Easement Agreement recorded December 24, 2018 as Entry No. 12908319 in Book 10741 at Page 888, and that certain Fourth Amendment to Construction, Operation and Reciprocal Easement Agreement recorded October 23, 2019 as Entry No. 13106201 in Book 10849 at Page 5496 in the office of the Salt Lake County Recorder.

PARCEL 1B:

A non-exclusive right-of-way and easement for pedestrian and vehicular ingress and egress, appurtenant to Parcel 1, as defined and disclosed in that certain Reciprocal Easement Agreement recorded January 7, 2010 as Entry No. 10874705 in Book 9795 at Page 1629 and re-recorded January 11, 2010 as Entry No. 10875986 in Book 9795 at Page 8075 in the office of the Salt Lake County Recorder.