

P-10
L-1

DOC # 20070046522

Restrictive Page 1 of 10
Russell Shirts Washington County Recorder
09/18/2007 03:55:56 PM Fee \$ 29.00
By SOUTHERN UTAH TITLE CO



WHEN RECORDED, RETURN TO:

SunCor Development Company
Attn: Legal Dept.
80 East Rio Salado Parkway, Suite 410
Tempe, Arizona 85281

Tax Serial #H-4-2-5-121; H-PL

SUPPLEMENTAL DECLARATION OF RESTRICTIVE COVENANTS

This Supplemental Declaration of Restrictive Covenants (this "Supplemental Declaration") is made as of the 17 day of September, 2007, by SUNCOR DEVELOPMENT COMPANY, an Arizona corporation ("Declarant") and CORAL ROCK SERVICES, LLC, a Utah limited liability company ("Coral").

RECITALS

A. Declarant is the owner and/or developer of the property located in the City of Hurricane, Washington County, Utah, as depicted on Exhibit "A" (the "Burdened Parcel").

B. Coral owns the real property located in the City of Hurricane, Washington County, Utah, described on Exhibit "B" (the "Benefited Parcel") pursuant to a Real Estate Sales Agreement between Declarant and Coral dated October 29, 2004 (the "Sales Agreement").

C. The Burdened Parcel and the Benefited Parcel are collectively referred to herein as the "Parcels" or as the "Property."

D. The Burdened Parcel is subject to that certain Master Declaration of Restrictive Covenants (Commercial/Retail) dated December 7, 2005, and recorded in the Official Records of Washington County, Utah on December 12, 2005 in Book 1823, Page 2394, as Document No. 00990935 (the "Declaration") which has been imposed upon the Burdened Parcel and runs with the land.

E. Declarant and Coral are sometimes together referred to herein as "Owner(s)." The Owners desire to establish additional covenants and restrictions upon the Burdened Parcel and restrict the types of uses for which the Burdened Parcel may be utilized for the purpose of enhancing and protecting the value, desirability and attractiveness of the Parcels.

**SOUTHERN UTAH TITLE COMPANY
ACCOMMODATION RECORDING ONLY
NOT EXAMINED**

NOW, THEREFORE, for the purposes set forth above, the Owners hereby declare that the Parcels shall hereafter be held, sold, transferred, used, conveyed, occupied and used subject to the following covenants, conditions, and restrictions:

AGREEMENT

1. Use. Declarant shall not sell, transfer, or convey any portion of the Burdened Parcel to any person or entity for the purpose of constructing or operating a retail service station/convenience store. Notwithstanding the foregoing, in the event the Benefited Parcel ceases to be used for the operation of a retail service station/convenience store with national fast food franchise, then the use restriction against the Burdened Parcel set forth in this Supplemental Declaration shall cease to apply, be of no further force or effect, and shall automatically terminate.

2. Covenants to Run with the Land. The restrictions and provisions contained in this Supplemental Declaration: (i) will constitute covenants running with the land; (ii) will bind or inure to the benefit of every person having any fee, leasehold, or other interest in any portion of the Benefited Parcel or the Burdened Parcel at any time or from time to time to the extent that such portion is bound by or benefited by the provisions of this Supplemental Declaration; provided, however, that only one legal entity may at any time have the rights of Declarant under this Supplemental Declaration and, accordingly, in the event of a transfer of less than all of the Burdened Parcel by Declarant, Declarant must designate that party which shall continue to have the rights of Declarant under this Supplemental Declaration (provided, however, that if Declarant does not designate a party which shall have the rights of Declarant under this Supplemental Declaration, Declarant shall be deemed to have retained such rights); and (iii) will inure to the benefit and be binding upon the parties to this Supplemental Declaration, their legal representatives, successors and assigns. In the event of any violation or threatened violation of any agreement contained in this Supplemental Declaration, any party entitled to enforce this Supplemental Declaration shall have the right to enjoin such violation or threatened violation in any court of competent jurisdiction.

3. Recordation. The parties agree that this Supplemental Declaration shall be recorded in the Official Records of Washington County, Utah.

4. Modification and Termination. This Supplemental Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except by written instrument duly executed and acknowledged by the Owner of the Burdened Parcel and the Owner of the Benefited Parcel and recorded in the office of the Washington County Recorder.

5. Notices. All notices shall be made in writing and shall be delivered personally (including delivery by hand or by express or courier service), expenses prepaid, with request for receipt or other proof of delivery or by certified or registered mail, postage prepaid, return receipt requested, to the address of said other party. Any such notice shall be deemed given on the date on which it is actually delivered to said party's address as evidenced, if necessary, by the proof of delivery, the request for return receipt or other receipt. Any party hereto may change its address by giving notice of such change to the other parties in accordance with the provisions of this section.

Coral: Coral Rock Services, LLC
777 East 500 North
Orem, Utah 84097

Declarant: Suncor Development Company
Attn: Michael Gardner
2303 North Canyon Blvd., Suite 200
Washington, Utah 84780

With a copy to: SunCor Development Company
Attn: Legal Dept.
80 East Rio Salado Parkway, Suite 410
Tempe, Arizona 85281

6. No Waiver. The waiver by one party of the performance of any covenant or condition hereunder shall not invalidate this Supplemental Declaration, nor shall it be considered to be a waiver by such party of any other covenant or condition hereunder. The waiver by either or both parties of the time for performing any act shall not constitute a waiver of the time for performing any other act or an identical act required to be performed at a later time. The exercise of any remedy provided by law and the provisions of this Supplemental Declaration for any remedy shall not exclude other remedies unless they are expressly excluded.

7. Attorneys' Fees. If either party hereto shall bring suit against the other as a result of any alleged breach or failure by the other party to fulfill or perform any covenants or obligations under this Supplemental Declaration or in any deed, instrument or other document delivered pursuant hereto, or to seek declaratory relief as to the rights or obligations of either party hereto, then in such event, the prevailing party in such action shall, in addition to any other relief granted or awarded by the court, be entitled to judgment for reasonable attorneys' fees incurred by reason of such action and all costs of suit and those incurred in preparation thereof, at both trial and appellate levels.

8. Provisions Severable. Each provision of this Supplemental Declaration shall be interpreted in such manner as to be effective and valid

under applicable law, but if any provision of this Supplemental Declaration be deemed to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Supplemental Declaration.

9. Entire Supplemental Declaration. This Supplemental Declaration contains all of the agreements, representations and warranties of the parties hereto.

IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the day and year first above written.

DECLARANT:

Suncor Development Company,
an Arizona corporation

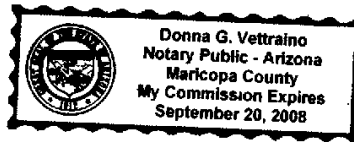
By: *James R. Adair*
Name: JAMES R. ADAIR
Title: V.P.

STATE OF ARIZONA)
) ss.
County of Maricopa)

On this 14th day of September, 2007, before me, the undersigned Notary Public, personally appeared James R. Adair, the V.P. of SunCor Development Company, an Arizona corporation, for and on behalf of the corporation.

Donna G. Vettraine
Notary Public

My Commission Expires:
9-20-08



CORAL:

Coral Rock Services, LLC,
a Utah limited liability company

By: *Richard Clayton*
Name: RICHARD CLAYTON
Title: OWNER

STATE OF UTAH)
) ss.
County of Washington)

On this 17th day of SEPTEMBER, 2007, before me, the undersigned Notary Public, the foregoing instrument was acknowledged before me by RICHARD CLAYTON, the OWNER of Coral Rock Services, LLC, a Utah limited liability company, for and on behalf of the company.

Denise C. Higginson
Notary Public

My Commission Expires:
6-14-08

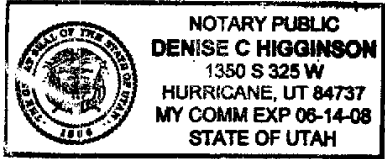
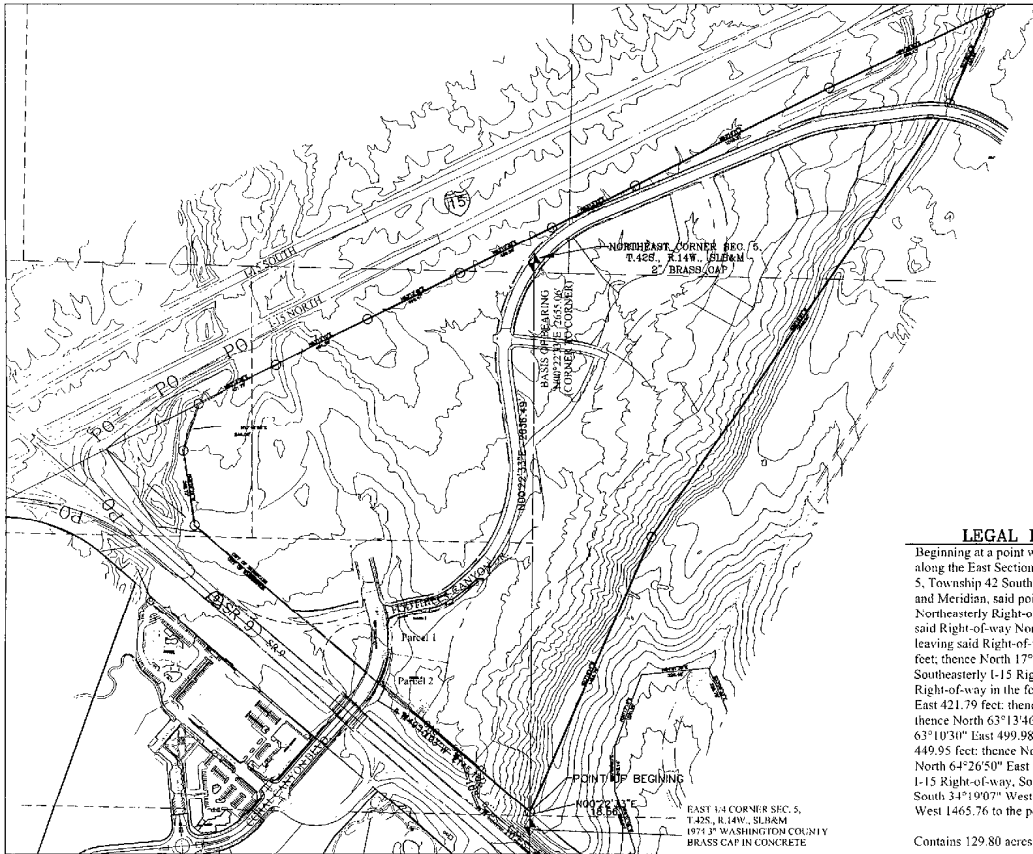


EXHIBIT "A"
to Supplemental Declaration of Restrictive Covenants
Legal Description/Depiction of the Burdened Parcel



LEGAL DESCRIPTION

Beginning at a point which is North 00°22'33" East 18.56 feet along the East Section line from the West 1/4 corner of Section 5, Township 42 South, Range 14 West of the Salt Lake Base and Meridian, said point also being a point on the Northeasterly Right-of-way line of State Rout 9; thence along said Right-of-way North 49°10'23 West 2145.10 feet; thence leaving said Right-of-way line, North 08°59'29" West 365.73 feet; thence North 17°45'53" East 246.02 feet to a point on the Southeasterly I-15 Right of way line; thence along said Right-of-way in the following six (6) courses, North 63°13'08" East 421.79 feet; thence North 63°12'10" East 494.35 feet; thence North 63°13'46" East 499.47 feet; thence North 63°10'30" East 499.98 feet; thence North 63°13'22" East 449.95 feet; thence North 63°14'11" East 1049.81 feet; thence North 64°26'50" East 858.63 feet; thence along leaving said I-15 Right-of-way, South 23°30'12" West 485.55 feet; thence South 34°19'07" West 2562.00 feet; thence South 23°19'14" West 1465.76 to the point of beginning.

Contains 129.80 acres

DATE	10-06-06
JOB NUMBER	4510-HUR
SCALE	1" = 400'
DRAWN BY	C.R.A.
CHECKED BY	
 ALLIANCE CONSULTING A Planning and Engineering Firm 2000 South Main Street, Suite 201 P.O. Box 1000 Washington, Oregon 97146	
EUROCRANE COMMERCIAL - BOUNDARY CORAL CANYON DEVELOPMENT CITY OF CORAL CANYON WASHINGTON COUNTY, OREGON	
SHOWING WHAT	BOUNDARY LINE
FIGURE	1

EXHIBIT A

EXHIBIT "B"
to Supplemental Declaration of Restrictive Covenants
Legal Description/Depiction of the Benefited Parcel

EXHIBIT B

Parcel 1

Beginning at a point which is North 00°22'33" East 748.81 feet along the East Section line and North 90°00'00" West 404.38 feet from the East ¼ Corner of Section 5, Township 42 South, Range 14 West, Salt Lake Base and Meridian, and running thence North 80°37'51" West 286.68 feet to the Southeasterly Right-of-Way of Coral Canyon Blvd, thence along said Right-of-Way said point also being on the arc of a curve concave to the left, said curve having a radius of 520.00 feet, from which the radius point bears North 82°04'41" West, thence Northwesterly 124.80 feet along the arc of said curve through a central angle of 13°45'04" to a point of reverse curvature of a curve concave to the right, said curve having a radius of 50.00 feet, thence Northeasterly 71.28 feet along the arc of said curve through a central angle of 81°40'45", thence North 75°51'00" East 72.56 feet to a point of curvature of a curve to the right, said curve having a radius of 465.00 feet, thence Southeasterly 55.43 feet along the arc of said curve through a central angle of 06°49'48" to a point of reverse curvature of a curve to the left, said curve having a radius of 358.20 feet, thence Northeasterly 163.78 feet along the arc of said curve through a central angle of 26°11'51" to a point on a radial line, thence South 33°31'03" East 67.85 feet, thence South 20°41'47" East 10.94 feet, thence South 02°20'18" West 46.46 feet, thence South 30°10'14" West 32.96 feet, thence South 47°00'06" West 32.78 feet, thence South 19°12'56" West 52.35 feet, thence South 09°12'37" West 97.17 feet to the point of beginning.

Containing 1.71 Acres

Subject to the following Easements:

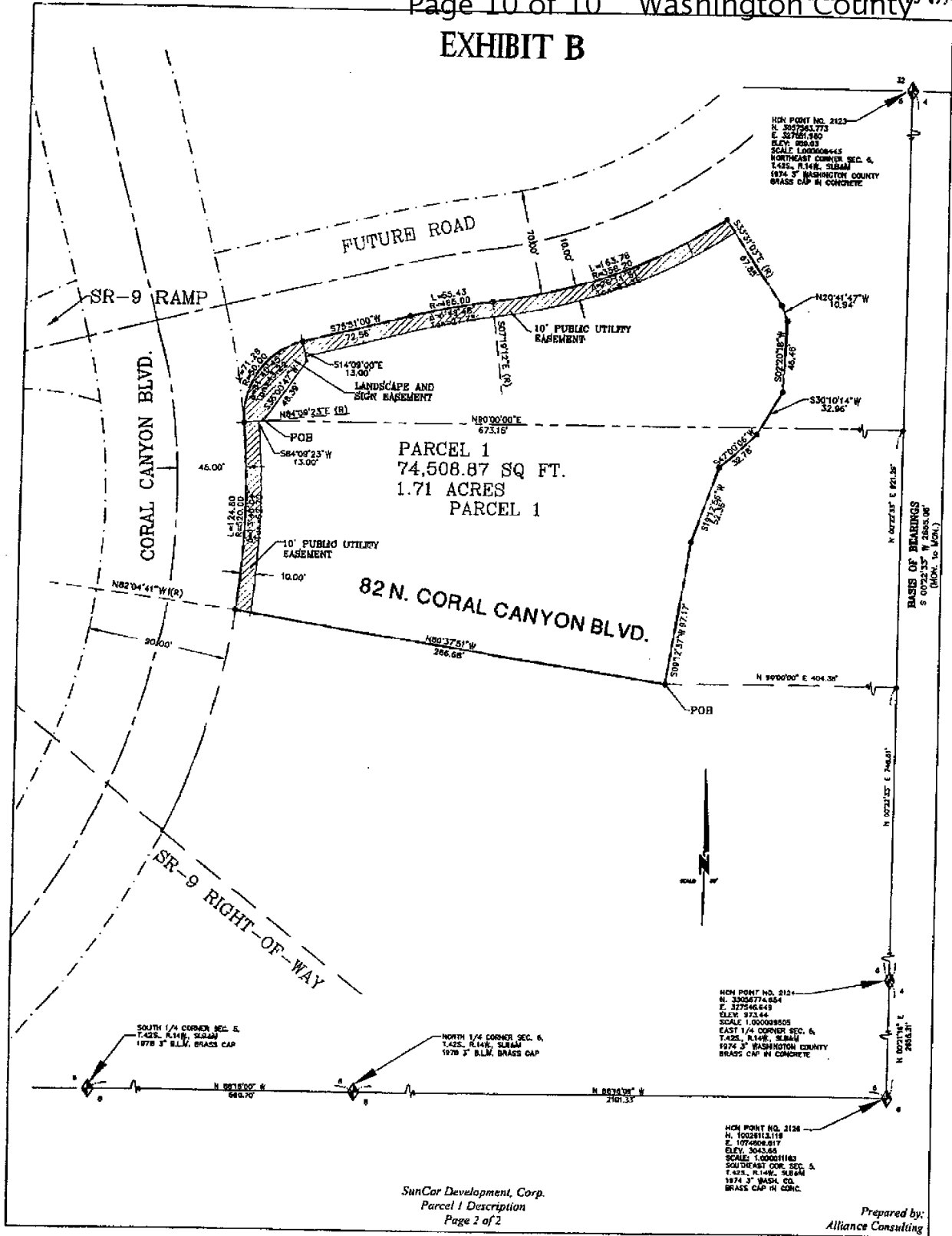
Landscape and Sign Easement

Beginning at a point which is North 00°22'33" East 921.29 feet along the East Section line and North 90°00'00" West 673.15 feet from the East ¼ Corner of Section 5, Township 42 South, Range 14 West, Salt Lake Base and Meridian, running thence South 84°09'23" West 13.00 feet to the Southeasterly Right-of-Way of Coral Canyon Blvd, thence along said Right-of-Way said point also being on the arc of a curve concave to the Right, said curve having a radius of 50.00 feet, from which the radius point bears North 84°09'23" East, thence Northeasterly 71.28 feet along the arc of said curve through a central angle of 81°40'45", thence South 14°09'00" East 13.00 feet, thence South 35°00'47" West 48.39 feet to the point of beginning.

Containing 0.03 Acres

A 10.00 foot Public Utility Easement adjacent to all Roadways.

EXHIBIT B



SunCar Development, Corp.
 Parcel 1 Description
 Page 2 of 2

Prepared by:
 Alliance Consulting