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SECOND AMENDMENT  
of  
RESTRICTIVE COVENANT  
and  
RECIPROCAL PARKING AGREEMENT

*Repl. 2-K nmc*

Map of 4 of 4 87 M. 117  
Book 813 Page 117  
FEB 7 1980  
CAROL DEAN PAGE  
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Compared  Entered

This Second Amendment of Restrictive Covenant and Reciprocal Parking Agreement is entered into this 28<sup>th</sup> day of January, 1980, by and between THE FASHION VILLAGE GROUP, a Utah limited partnership, and DICKSON-GREAVES-GREAVES, a Utah general partnership and GREADICK CORPORATION, a Utah corporation.

RECITALS

WHEREAS, DICKSON-GREAVES-GREAVES entered into a Restrictive Covenant and Reciprocal Parking Agreement dated March 16, 1978, by and between itself and FASHION VILLAGE SHOPPING CENTER, a Utah limited partnership, a copy of which agreement is attached hereto and incorporated fully herein as Exhibit "A"; and

WHEREAS, FASHION VILLAGE SHOPPING CENTER assigned its interest in, and obligations under, said Restrictive Covenant and Reciprocal Parking Agreement to THE FASHION VILLAGE GROUP, by way of Assignment dated May 31, 1979, and recorded in Book 790, Pages 541-544, in the office of the County Recorder, Davis County, State of Utah, a copy of which is attached hereto as Exhibit "B" and incorporated fully herein as Exhibit "B"; and

WHEREAS, THE FASHION VILLAGE GROUP, and DICKSON-GREAVES-GREAVES, entered into an Amendment of Restrictive Covenant and Reciprocal Parking Agreement dated January 15, 1980, wherein said agreement was amended, a copy of which amendment is attached hereto and incorporated fully herein as Exhibit "C"; and

*ut m. 2.  
Murray*

WHEREAS, the parties hereto desire to make a second amendment to that Restrictive Covenant and Reciprocal Parking Agreement to incorporate and correct the missing legal descriptions identified as Exhibit "A" and Exhibit "B" in the original agreement and to bring within the terms of the agreement GREADICK CORPORATION, a Utah corporation, successor in interest to DICKSON-GREAVES-GREAVES.

NOW THEREFORE, for the covenants contained herein and for other good and valuable consideration, the parties hereto execute this Second Amendment of Restrictive Covenant and Reciprocal Parking Agreement to substitute as Exhibits "D" and "E" so as to clarify the missing legal descriptions of the properties that are the subject of the Restrictive Covenant and Reciprocal Parking Agreement which were set forth as Exhibits "A" and "B", respectively, in the original Restrictive Covenant and Reciprocal Parking Agreement. Exhibits "D" and "E" attached hereto supersede in all respects the legal descriptions as set forth in the original agreement.

By the execution hereof, GREADICK CORPORATION, a Utah corporation, hereby acknowledges its fee interest in the property as designated in Exhibit "D" attached hereto and brings itself within all the terms and covenants contained in the Restrictive Covenant and Reciprocal Parking Agreement, and as amended.

In all other respects, the terms of the Restrictive Covenant and Reciprocal Parking Agreement dated March 16, 1978, and amended on January 15, 1980, shall remain in full force and effect.

*KDE* *SKH*  
*KDE*

IN WITNESS WHEREOF, the parties have executed this  
Second Amendment on the date set forth above.

THE FASHION VILLAGE GROUP,  
a Utah limited partnership  
as successor-in-interest to  
Fashion Village Shopping Center

By: *Steven H. Nielsen*  
Steven H. Nielsen, General Partner

DICKSON-GREAVES-GREAVES,  
a Utah general partnership

By: *Leo Greaves*  
Leo Greaves, Partner

GREADICK CORPORATION, a Utah  
corporation

By: *Leo Greaves*  
Leo Greaves, its *General Partner*  
President

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

On this 22<sup>nd</sup> day of January, 1980, before the under-  
signed Notary Public, personally appeared STEVEN H. NIELSEN,  
General Partner of The Fashion Village Group, known to me to be  
the person whose name is subscribed to the within instrument,  
and acknowledged that he executed the same for the purpose  
therein contained, and on behalf of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



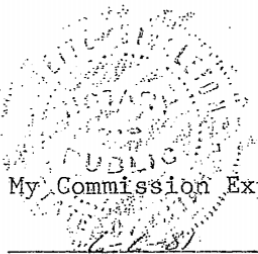
Daniel R. [unclear]  
NOTARY PUBLIC  
Residing at: Salt Lake City, Utah

My Commission Expires:  
October 1982

STATE OF UTAH )  
                  ) ss:  
COUNTY OF DAVIS )

On this 28<sup>th</sup> day of January, 1980, before the undersigned Notary Public, personally appeared LEO GREAVES, a partner of Dickson-Greaves-Greaves, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained, and on behalf of said partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Daniel R. [unclear]  
NOTARY PUBLIC  
Residing at: Salt Lake City

My Commission Expires:  
6-1-81

STATE OF UTAH )  
                  ) ss:  
COUNTY OF DAVIS )

On this 28<sup>th</sup> day of January, 1980, before the undersigned

Notary Public, personally appeared LEO GREAVES, the President of GREADICK CORPORATION, a Utah corporation, known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained, and on behalf of said corporation and by authority of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



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

Leo Greaves  
NOTARY PUBLIC  
Residing at: Salt Lake City

RESTRICTIVE COVENANT  
AND  
RECIPROCAL PARKING AGREEMENT

THIS AGREEMENT is entered into this 16<sup>th</sup> day of March, 1978, between FASHION VILLAGE SHOPPING CENTER, a Utah limited partnership (the "Partnership") and DICKSON-GREAVES-GREAVES, a Utah general partnership ("Greaves").

RECITALS:

A. Greaves is a partner of the Partnership, but contemporaneously with the execution of this Agreement, the Partnership is redeeming Greaves' interest in the Partnership.

B. Greaves is the owner of certain real property located in Davis County, State of Utah, the legal description of which is set forth on Exhibit "A" hereto (the "Taco Time Tract").

C. The Partnership is the owner of all of the right, title and interest in and to a certain adjacent piece of real property located in Davis County, State of Utah (the "Partnership Tract") the legal description of which is set forth on Exhibit "B" hereto.

D. As part of the consideration for the purchase of the Partnership interest of Greaves, the Partnership has agreed to impose certain restrictions upon the use of the Partnership Tract.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. The Partnership covenants and agrees that until the end of the term hereof as established by Paragraph 3, no retailer providing food service for consumption by customers on or off the Partnership Tract shall be operated on the Partnership Tract (either by the Partnership, by its tenants, concessionaires, guests, invitees, by its successors and assigns or by any other party claiming under or through the Partnership); provided that the Partnership may allow the operation of one ice cream store and a Winchell's doughnut and cookie retail store.

2. The restriction set forth herein shall be a burden running with the Partnership Tract and shall be binding upon the Partnership and each successive owner of any rights, title or interest in such Partnership Tract.

3. Greaves hereby grants to the Partnership, its successors, assigns, tenants, guests and invitees the right of ingress and egress across the Taco Time Tract and the right to park in designated parking spaces on the Taco Time Tract; provided that this right shall exist only as long as the Partnership Tract is used as a shopping center and provided further that Greaves, and its successors and assigns retain the right to alter the paths of ingress and egress across the Taco Time Tract and to modify, but not reduce, the total space of the parking configuration.

4. The Partnership hereby grants to Greaves, its successors, assigns, guests, tenants and invitees full rights of

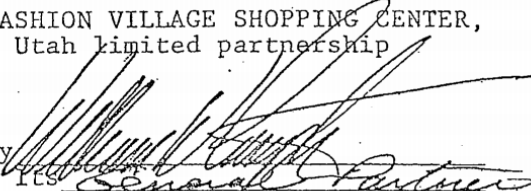
ingress and egress across the Partnership Tract and the right to park in designated parking spaces on the Partnership Tract.

5. The term of this Restrictive Covenant and Reciprocal Parking Agreement shall commence as of the date of this Agreement and shall terminate on December 31, 2030, or on such date as the Taco Time Tract has ceased to be used as a restaurant or eating establishment for a continuous period of twenty-four (24) months, whichever event first occurs.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

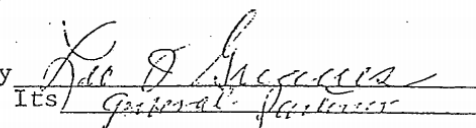
PARTNERSHIP:

FASHION VILLAGE SHOPPING CENTER,  
a Utah limited partnership

By   
its General Partner

GREAVES:

DICKSON-GREAVES-GREAVES, A  
Utah general partnership

By   
its General Partner

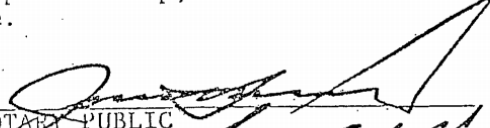
STATE OF UTAH                    )  
  ) ss.  
COUNTY OF DAVIS                )

On this 16 day of March, 1978, personally appeared before me William W. Compton who duly acknowledged to me



that he executed the foregoing Restrictive Covenant and Reciprocal Parking Agreement as one of the partners in FASHION VILLAGE SHOPPING CENTER, a Utah limited partnership, and that the statements contained therein are true.


My Commission Expires:  
2-1-80

  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah

STATE OF UTAH                    )  
  ) ss.  
COUNTY OF DAVIS                )

On this 16 day of March, 1978, personally appeared before me Leo Greaves, who duly acknowledged to me that he executed the foregoing Restrictive Covenant and Reciprocal Parking Agreement as one of the partners in DICKSON-GREAVES-GREAVES, a Utah general partnership, and that the statements contained therein are true.

My Commission Expires:  
2-1-80

  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah

## EXHIBIT A

The following described tract of land situated in Davis County, State of Utah:

Beginning at a point South  $89^{\circ}42'$  West 117.5 feet along the South line of 500 South Street from the Northeast corner of Lot 2, Block "K", North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful, and running thence South  $89^{\circ}42'$  West 115.14 feet along the South line of said Street; thence South  $0^{\circ}18'$  East 235.39 feet to the North line of a right of way; thence South  $77^{\circ}30'42''$  East 117.83 feet along said right of way to a point South  $0^{\circ}15'$  East of the point of beginning; thence North  $0^{\circ}15'$  West 261.47 feet to the point of beginning.