

RECORDED AT THE REQUEST OF,  
AND AFTER RECORDING RETURN TO:

Richard H. Thornton  
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370 East South Temple, Suite 400  
Salt Lake City, Utah 84111-1290

E# 1465322 BK1856 PG2051  
DOUG CROFTS, WEBER COUNTY RECORDER  
11-APR-97 401 PM FEE \$49.00 DEP PL  
REC FOR: FOUNDERS.TITLE

File No. 14334

FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS,  
GRANT OF EASEMENTS AND COMMON FACILITIES MAINTENANCE AGREEMENT  
[City Center at South Ogden Shopping Center]

THIS AMENDMENT (the "Amendment") is entered into as of the 10<sup>th</sup> day of April 1997 by and among those parties who execute this Amendment below. Unless they are otherwise defined in this Amendment, all capitalized terms shall have the meanings for such terms that are set forth in the "Declaration" that is described below.

RECITALS:

A. *Declaration.* On or about 27 October 1995 South Ogden City Center, LLC, a Utah limited liability company ("*Declarant*"); Associated Food Stores, Inc., a Utah corporation ("*AFS*"); and Crompton/Clark, Inc., a Utah corporation executed and delivered a "Declaration of Restrictions, Grant of Easements and Common Facilities Maintenance Agreement [City Center at South Ogden Shopping Center]" (the "*Declaration*"). The Declaration was recorded on 1 November 1995 in the office of the Weber County, Utah Recorder as entry no. 1371538, book 1778, page 1151 and burdens the following property:

Parcels 1 through 10, inclusive, of City Center at South Ogden Commercial Subdivision, a replat of Blocks 22, 23 and 24, Lake View Addition, located in a portion of the Southeast quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, as such plat was recorded in the records of the Weber County, Utah Recorder on 1 November 1995 as entry no. 1371536, book 40, page 92 (the "*Original City Center Subdivision*")

05-167-0001 thru 0004  
05-166-0001 thru 0008

B. *Amended City Center Subdivision.* On or about the date of this Amendment, the subdivision plat for the Original City Center Subdivision has been amended pursuant to a plat captioned the "First Amended City Center at South Ogden Commercial Subdivision" (the "*Amended City Center Subdivision*"). Pursuant to the Amended City Center Subdivision plat, parcels 8, 11 and 12 and a portion of parcels 7 and 9 of the Original City Center Subdivision have been combined to form a new parcel 8 (the "*Revised Parcel 8*") of the Amended City Center Subdivision.

C. *Admission of Parcels 11 and 12.* Four-Grand, Ltd., a Utah limited partnership ("*Four-Grand*") has acquired title to parcels 11 and 12 of the Original City Center Subdivision and desires those parcels to be admitted to the Shopping Center. Pursuant to section 1.5 of the Declaration, Declarant has the right to amend the Declaration unilaterally so as to admit parcels 11, 12 and 13 of the Original City Center Subdivision into the Shopping Center, subject to certain terms and conditions set forth in the Declaration.

D. *Revised Parcels.* The parties desire to amend the Declaration in order to reflect the Revised Parcel 8; to make changes to the building that may be constructed on the Retail Shops B Parcel; and to make certain other changes.

05-169-0001 TO 0003  
05-167-0001 TO 0004  
05-166-0001, 0002, 0006, 0009

2051

E. *Consents to Modification.* Section 15.6 of the Declaration states that the Declaration may not be modified except with the unanimous consent of all Consenting Owners and that no modification of the Declaration shall affect the rights of any Lienholder unless the Lienholder consents. The Consenting Owners are the Owners of the Grocery Store Parcel, the Retail Shops A Parcel, the Retail Shops B Parcel and the Retail Shop C Parcel and in certain limited circumstances, the Owner of the Lion's Den Parcel. Pursuant to section 1.1.16.1 of the Declaration, AFS is the Consenting Owner for the Grocery Store Parcel. Declarant is the Owner (and Consenting Owner) for the Retail Shops A Parcel and the Retail Shops B Parcel. Four-Grand is the Consenting Owner for the Retail Shops C Parcel. For the purposes of this Amendment, the Owner of the Lion's Den Parcel is not a Consenting Owner because this Amendment does not trigger the application of any of the subsections of section 1.1.16.3 of the Declaration. United of Omaha Life Insurance Company ("*United*") is a Lienholder for the Grocery Store Parcel.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the legal adequacy of which is hereby acknowledged, the parties hereby amend the Declaration as follows:

1. *Parcel Reconfiguration.* The term "City Center Subdivision," as defined in recital A and referred to section 1.1.8 of the Declaration, shall refer to the Amended City Center Subdivision instead of the Original City Center Subdivision. The Site Plan that is attached to this Amendment as exhibit A hereby replaces the Site Plan that is attached to the Declaration as exhibit A. The Consenting Owner of the Grocery Store Parcel hereby acknowledges that the alterations shown on the Site Plan do not materially change the matters described in section 2.1.5 of the Declaration. The following Parcels are hereby reconfigured and renamed as indicated:

<i>Original Parcel Description</i>	<i>New Parcel Description</i>	<i>Parcel No. ___ of Amended City Center Subdivision Plat</i>
Retail Shops B Parcel	Retail B Parcel	Parcel 7
Retail Shop C Parcel	Retail C Parcel	Parcel 8 (the "Revised Parcel 8" referred to above)
Pad E	Pad E	Parcel 9

All other Parcels of the Shopping Center shall continue to be described as Parcels of the Amended City Center Subdivision plat and as shown on the Site Plan; no changes in the legal descriptions of the remaining Parcels have been made from the original Site Plan. The parties hereby acknowledge that Revised Parcel 8 includes Parcels 11 and 12 and portions of parcels 7 and 9 of the Original City Center Subdivision. All references in the Declaration to the Parcels described under the heading "Original Parcel Description" in the foregoing table shall be changed to be references to the new Parcels under the heading "New Parcel Description" in the foregoing table. The second sentence of section 1.4 of the Declaration, which begins with the phrase "Notwithstanding any provisions in this Declaration to the contrary, Declarant may grant temporary or permanent easements . . ." is hereby deleted.

2. *Admission of Parcels 11 and 12 to Shopping Center.* Pursuant to section 1.5 of the Declaration, Declarant hereby admits Parcels 11 and 12 of the Original City Center Subdivision (the "*Admitted Expansion Area*") into the Shopping Center as follows:

2.1. *Amendment.* The following shall satisfy the requirements of section 1.5.1 of the Declaration: (a) the reference to section 1.5 of the Declaration is made in the lead-in to section 2 of this Amendment; (b) the legal description of the Admitted Expansion Area is included within the Revised Parcel 8; (c) the Admitted Expansion Area, and the Owner of the Admitted Expansion Area, shall be subject to all the terms and provisions of the Declaration, as the Declaration is amended by this Amendment and as it might be amended hereafter; (d) the Site Plan attached to this Amendment has been modified from the original Site Plan attached to

the Declaration in order to reflect Building Limit Lines, Building Area, Permissible Floor Area and Common Facilities within the Admitted Expansion Area and the Revised Parcel 8; (e) this Amendment is signed and acknowledged by Four-Grand, as the Owner of the Admitted Expansion Area, and by Declarant; and (f) this Amendment is being recorded in the office of the Weber County, Utah Recorder.

2.2. *Existing Liens.* The following shall satisfy section 1.5.2 of the Declaration: as of the date of this Amendment, (a) no Lienholder holds a security interest in the Admitted Expansion Area; and (b) all real property taxes against the Admitted Expansion Area are current.

2.3. *Effect of Admission.* The following shall satisfy section 1.5.3 of the Declaration: from and after the date of recording this Amendment, the Admitted Expansion Area shall be treated in all respects as part of the Shopping Center.

2.4. *Existing Buildings.* The following shall satisfy section 1.5.4 of the Declaration: (a) pursuant to section 1.5.4.1 of the Declaration, the Existing Buildings on the Admitted Expansion Area shall be entitled to the benefit of section 1.5.4 of the Declaration since the admission is occurring within five years after the date of the Declaration; (b) the parties intend that the Existing Buildings on the Admitted Expansion Area shall be removed after the date of this Amendment as contemplated by section 1.5.4.4 of the Declaration; (c) the Building Limit Lines, Building Area, Permissible Floor Area, Common Facilities and other improvements for the Admitted Expansion Area shall be those that are set forth on Revised Parcel 8 as shown on the Site Plan; (d) no height of replacement buildings is set forth for the Admitted Expansion Area, since the Site Plan attached to this Amendment does not show any Building Area on the Admitted Expansion Area; and (e) the Consenting Owners hereby consent to these matters.

2.5. *Site Plan.* The following shall satisfy section 1.5.5 of the Declaration: (a) pursuant to sections 1 and 2.4 of this Amendment, the Site Plan has been modified to reflect the admission of the Admitted Expansion Area; (b) the Consenting Owners hereby approve the configuration of Revised Parcel 8 (the Retail C Parcel), as shown on the Site Plan attached to this Amendment, in lieu of the Parcel configuration permitted by section 1.5.5.1 of the Declaration; (c) the Retail C Parcel shall be treated as a separate Parcel under the Declaration; (d) the proviso in the first sentence of section 1.5.5.1 of the Declaration is hereby deleted; (e) the second sentence of section 1.5.5.2 of the Declaration is hereby deleted; (f) since the Admitted Expansion Area is part of the Retail C Parcel, the Admitted Expansion Area shall not be permitted to have a Pad Monument located thereon, as otherwise would be permitted under section 1.5.5.3 of the Declaration; and (g) the free-standing outdoor advertising sign that has been located on parcel 11 or 12 of the Original City Center Subdivision and that has been used for advertising businesses located outside of the Shopping Center has been or shall be removed, as required by section 1.5.5.3 of the Declaration.

3. *Signs for Retail C Parcel and Pad E.* Pursuant to section 1.5.5.3 of the Declaration, the Consenting Owners hereby approve the installation of a freestanding pylon sign on the Retail C Parcel. The Consenting Owners also consent to the installation of a free-standing pylon sign on Pad E. The following modifications to the Declaration are hereby made in order to effect the foregoing:

3.1. *Definitions.* The following section is hereby inserted as a new section 1.1.47B of the Declaration:

*"Retail C Pylon Sign"*: A free-standing pylon sign, which shall not be a Center Pylon Sign, to be located on the Retail C Parcel, as shown on the Site Plan, provided, however, that the Owner of the Retail C Parcel may relocate the Retail C Pylon Sign within the Retail C Parcel (a) with the consent of Declarant, which consent shall not be withheld unreasonably, and (b) if the point of relocation will be within 50 feet of the northernmost boundary of Pad E, then also with the consent of the Owner of Pad E, which consent shall not be withheld unreasonably.

The following section is hereby inserted as a new section 1.1.37B of the Declaration:

*"Pad E Pylon Sign"*: A free-standing pylon sign, which shall not be a Center Pylon Sign, to be located on Pad E, as shown on the Site Plan, provided, however, that the Owner of Pad E may relocate the Pad E Pylon Sign within Pad E (a) with the consent of Declarant, which consent shall not be withheld unreasonably, and (b) if the point of relocation will be within 55 feet of the northernmost boundary of Pad E, then also with the consent of the Owner of the Retail C Parcel, which consent shall not be withheld unreasonably

3.2. *Location, Design, Content and Costs.* Section 4.3 of the Declaration is modified as follows:

3.2.1. The following phrase is hereby inserted in the lead-in paragraph of section 4.3.1 of the Declaration, immediately before the phrase "subject to the following terms and conditions": "and (v) a Retail C Pylon Sign may be erected and maintained on the Retail C Parcel; and (vi) a Pad E Pylon Sign may be erected and maintained on Pad E".

3.2.2. The following sentences are hereby inserted at the end of section 4.3.1.1: "The costs of constructing, maintaining, repairing and replacing the Retail C Pylon Sign shall be paid by the Owner of the Retail C Parcel; provided, however, that nothing contained herein shall prevent the Owner of the Retail C Parcel from shifting such expense to the Lessee or other occupant of the Retail C Parcel. The costs of constructing, maintaining, repairing and replacing the Pad E Pylon Sign shall be paid by the Owner of Pad E; provided, however, that nothing contained herein shall prevent the Owner of Pad E from shifting such expense to the Lessee or other occupant of Pad E."

3.2.3. The phrase ", Retail C Pylon Sign, Pad E Pylon Sign" is hereby inserted after the phrase "Pad A Pylon Sign" in the first and second sentences of section 4.3.1.2 of the Declaration.

3.2.4. The following sentences are hereby inserted at the end of section 4.3.1.3 of the Declaration: "The Retail C Pylon Sign shall advertise only the business conducted on the Retail C Parcel. The Pad E Pylon Sign shall advertise only the business conducted on Pad E."

3.2.5. The following sentences are hereby inserted at the end of section 5.1.3 of the Declaration, within the parenthetical: "The cost of so maintaining the Retail C Pylon Sign shall be borne by the Owner of the Retail C Parcel pursuant to the provisions of section 4.3.1.1. The cost of so maintaining the Pad E Pylon Sign shall be borne by the Owner of Pad E pursuant to the provisions of section 4.3.1.1."

3.3. *Building Sign.* The following phrase is hereby inserted at the end of section 2.3.1.1 of the Declaration, before the period: ", and the standard signs and logos of Chuck-A-Rama Buffets, Inc., as such logos and signs may exist from time to time, shall not require approval."

4. *Development of Retail B Parcel.* The parties acknowledge that the Site Plan attached to this Amendment shows Building Area for a single building on the Retail B Parcel, rather than a building with multiple retail shop spaces, as shown on the Site Plan attached to the Declaration. Accordingly, the provisions of section 2.1.4.2(c) shall not be applicable to development on the Retail B Parcel, unless the Site Plan is amended in the future to permit multiple retail shop spaces on the Retail B Parcel, in which case the provisions of section 2.1.4.2(c) shall be applicable to the retail shop spaces. In lines 5 and 8 of section 4.3.1.3 of the Declaration, the term "Retail Shop C Parcel" shall be changed to the term "Retail B Parcel."

5. *Maintenance and Repair of Common Facilities.* The Owner of the Retail C Parcel shall have the following rights and obligations in connection with the Common Facilities Maintenance of the Retail C Parcel:

5.1. *Replacement for Cause.* The Consenting Owner of the Retail C Parcel shall have rights similar to those afforded to the Consenting Owner of the Grocery Store Parcel under section 5.2.4 of the Declaration. Accordingly: (a) the phrase "or the Consenting Owner of the Retail C Parcel, as applicable," is inserted after the phrase "Consenting Owner of the Grocery Store Parcel" in lines 2, 8 and 10/11 of section 5.2.4 of the Declaration; and (b) the phrase "or the Retail C Parcel, as applicable," is inserted after the phrase "the Grocery Store Parcel" in lines 9, 15, 16, 17 and 18/19 of section 5.2.4 of the Declaration.

5.2. *Common Area Maintenance on Retail C Parcel.* The following is hereby inserted as a new section 5.5 of the Declaration:

5.5 **Common Area Maintenance on Retail C Parcel:** At the request of the Owner of the Retail C Parcel, Manager shall subcontract with the Owner of the Retail C Parcel to provide all or part of the Common Facilities Maintenance on the Retail C Parcel (the "*Assumed Retail C Maintenance*"), but only to the extent that (a) the cost of the Assumed Retail C Maintenance does not exceed the cost that Manager would otherwise pay therefor; (b) the quality of the Assumed Retail C Maintenance equals or exceeds the level of other Common Facilities Maintenance being provided by Manager; and (c) the providing of insurance shall not be part of the Assumed Retail C Maintenance that the Owner of the Retail C Parcel may provide. The Owner of the Retail C Parcel shall receive a credit against the Owner's Common Facilities Charge in the amount of the Operating Cost avoided by Manager in having the Owner of the Retail C Parcel perform the Assumed Retail C Maintenance. The Owner of the Retail C Parcel acknowledges that pursuant to section 5.1.5 of the Declaration, the Owner of the Retail C Parcel will be required to pay its own maintenance costs for any "special" landscaping on the Retail C Parcel (i.e., landscaping beyond the standard landscaping provided on the Grocery Store Parcel) and that the Owner shall not receive a credit against the Owner's Common Facilities Charge for such costs.

6. *Technical Corrections.* The term "the Pad Monuments;" in section 1.1.10 of the Declaration is deleted. The first three lines of section 7.2 of the Declaration are hereby amended in their entirety to read as follows: "Each Owner, from and after the time a building is constructed on its respective Parcel, shall also obtain and maintain comprehensive public liability insurance covering injury to persons and property on, in or about the building on its Parcel, with a single limit of not less than One Million Dollars (\$1,000,000.00) and with a". The address for Declarant that is set forth in section 15.11.1 of the Declaration is hereby changed to: 3635 Washington Boulevard, South Ogden, Utah 84403, and the following address is hereby inserted for Four-Grand: 64 East 6400 South, Salt Lake City, Utah 84107."

7. *Successors and Assigns.* This Amendment (a) shall be binding upon, and shall inure to the benefit of, the parties who execute this Amendment, their successors and assigns; and (b) shall be binding upon all other persons or entities now or hereafter holding an interest in the Shopping Center.

8. *Counterparts.* For the convenience of the parties, this Amendment may be executed in identical counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Amendment shall be effective when one or more of such counterparts has been executed by each of the Consenting Owners described in recital E and delivered. Signature pages from any counterpart may be assembled with signature pages from other counterparts, and a single original, with assembled signature pages, shall constitute a final, complete document and may be recorded.

[End of Amendment except for counterpart signature pages, which follow.]

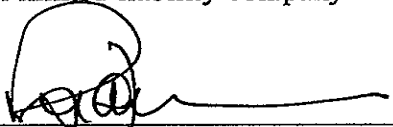
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COUNTERPART SIGNATURE PAGE TO FIRST AMENDMENT TO  
DECLARATION OF RESTRICTIONS, GRANT OF EASEMENTS AND  
COMMON FACILITIES MAINTENANCE AGREEMENT  
[City Center at South Ogden Shopping Center]

THIS COUNTERPART SIGNATURE PAGE is attached to and forms part of that certain "First Amendment to Declaration of Restrictions, Grant of Easements and Common Facilities Maintenance Agreement" that is dated as of the 10<sup>th</sup> day of April 1997 and that relates to the City Center at South Ogden Shopping Center located in South Ogden, Weber County, Utah.

DATED this 10<sup>th</sup> day of April 1997.

SOUTH OGDEN CITY CENTER, LLC  
a Utah limited liability company

By:   
Richard A. Haws  
Manager

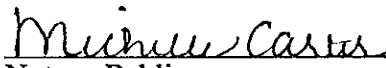
STATE OF UTAH                    )  
  : ss  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April 1997 by RICHARD A. HAWS as the manager of SOUTH OGDEN CITY CENTER, LLC, a Utah limited liability company.



My Commission Expires:

9-7-97

  
Notary Public  
Residing at: Salt Lake, Utah

E# 1465322 BK1856 PG2056

COUNTERPART SIGNATURE PAGE TO FIRST AMENDMENT TO  
DECLARATION OF RESTRICTIONS, GRANT OF EASEMENTS AND  
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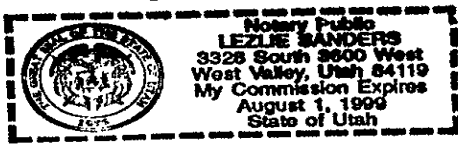
DATED this 10 day of April 1997.

ASSOCIATED FOOD STORES, INC.  
a Utah corporation

By: [Signature]  
Steven C. Miner  
Vice President

STATE OF UTAH                                     )  
  : ss  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 10th day of April 1997 by STEVEN C. MINER as a vice president of ASSOCIATED FOOD STORES, INC., a Utah corporation.



[Signature]  
Notary Public  
Residing at: West Valley City Utah

My Commission Expires:  
Aug 1, 1999

ES 1465322 BK1856 P62057

COUNTERPART SIGNATURE PAGE TO FIRST AMENDMENT TO  
DECLARATION OF RESTRICTIONS, GRANT OF EASEMENTS AND  
COMMON FACILITIES MAINTENANCE AGREEMENT  
[City Center at South Ogden Shopping Center]

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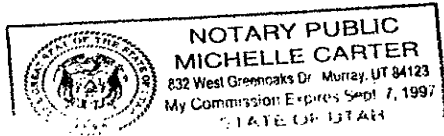
DATED this 10<sup>th</sup> day of April 1997.

FOUR-GRAND, LTD.  
a Utah limited partnership

By: Donald E. Moss  
Donald E. Moss  
General Partner

STATE OF UTAH                    )  
  : SS  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April 1997 by DONALD E. MOSS as a general partner of FOUR-GRAND, LTD., a Utah limited partnership.



Michelle Carter  
Notary Public  
Residing at: Salt Lake, Utah

My Commission Expires:  
9-7-97



COUNTERPART SIGNATURE PAGE TO FIRST AMENDMENT TO  
DECLARATION OF RESTRICTIONS, GRANT OF EASEMENTS AND  
COMMON FACILITIES MAINTENANCE AGREEMENT  
[City Center at South Ogden Shopping Center]

THIS COUNTERPART SIGNATURE PAGE is attached to and forms part of that certain  
"Declaration of Restrictions, Grant of Easements and Common Facilities Maintenance  
Agreement" (the "Amendment") that is dated as of the 10<sup>th</sup> day of April 1997;  
that relates to the City Center at South Ogden Shopping Center located in South Ogden, Weber  
County, Utah; and that is executed by South Ogden City Center, LLC, Associated Food  
Stores, Inc. and Four-Grand, Ltd. All of the capitalized terms that are used in this counterpart  
signature page shall have the meanings that are set forth for such terms in the Declaration.

THE UNDERSIGNED, as the holder of an interest in a portion of the Shopping Center,  
hereby (1) joins in and consents to the Amendment; (2) consents to the recordation of the  
Amendment in the records of the Weber County, Utah Recorder; and (3) acknowledges that its  
interest in the Shopping Center shall be subject and subordinate to the provisions of the  
Amendment in the same manner and as fully as if its interest had been created or acquired  
subsequent to the date of recordation of the Amendment.

DATED this 10<sup>th</sup> day of April 1997.

UNITED OF OMAHA LIFE INSURANCE COMPANY

By: Edwin H. Garrison, Jr.  
Its: 1<sup>st</sup> Vice President

STATE OF NEBRASKA )  
: ss  
COUNTY OF DOUGLAS )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of  
April 1997 by Edwin H. Garrison, Jr., as First Vice President of UNITED  
OF OMAHA LIFE INSURANCE COMPANY, a Nebraska corporation

Kathryn A. Keiderling  
Notary Public Kathryn A. Keiderling  
Residing at: Douglas County, Nebraska

My Commission Expires:

August 11, 1998



First Amendment to City Center at South Ogden Declaration

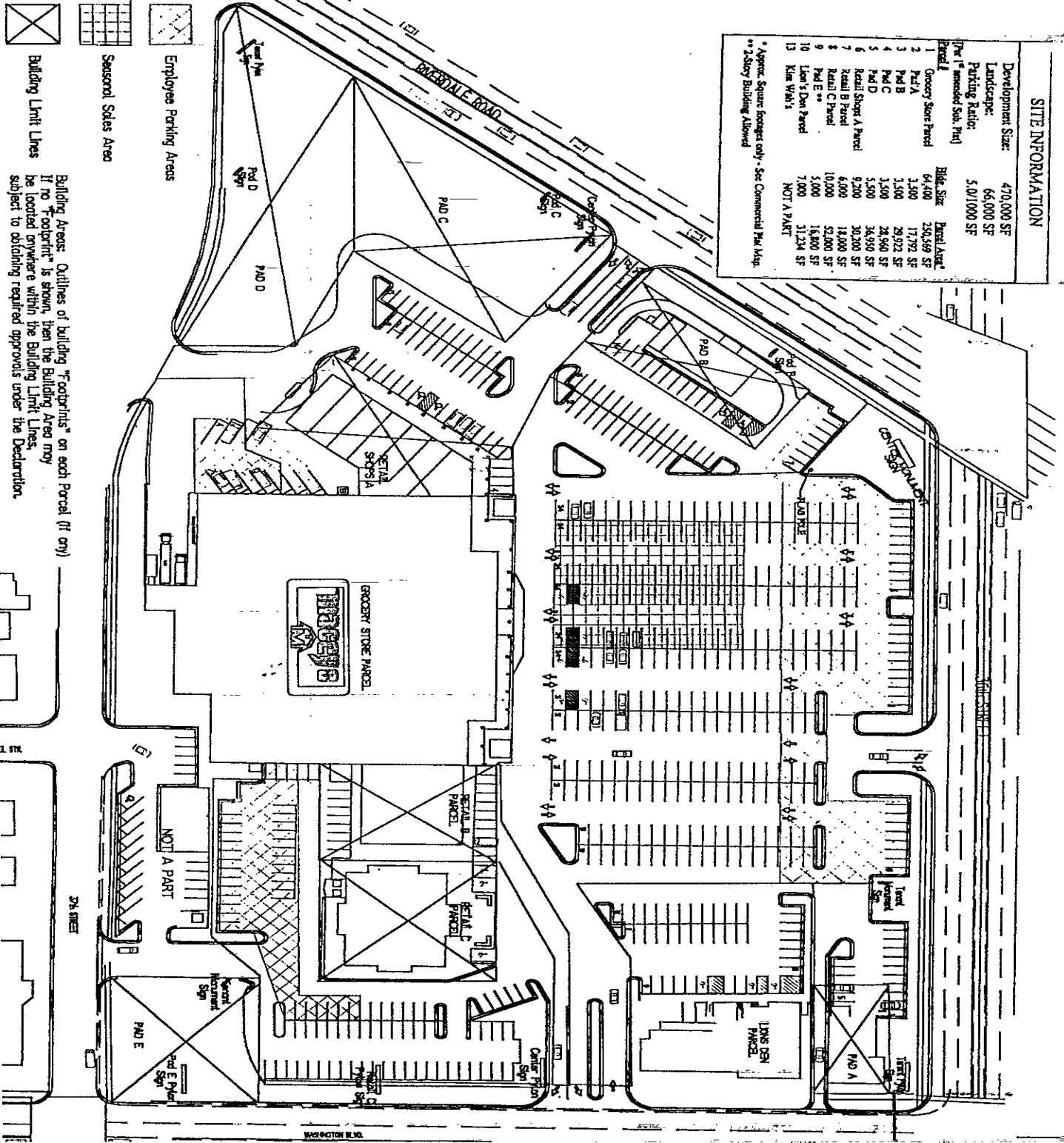
Page 9




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Exhibit A to First Amendment to Declaration of Restrictions Grant of Easements and Common Facilities Maintenance Agreement

SITE INFORMATION			
Development Size:	470,000 SF		
Landscape:	66,000 SF		
Parking Ratio:	5.0/1000 SF		
Parcel # "as shown Sub Parcel"			
Parcel #	Parcel Area	Bill. Size	Parcel Area
1	Grocery Store Parcel	64,400	250,589 SF
2	Parcel A	3,500	17,792 SF
3	Parcel B	3,500	29,922 SF
4	Parcel C	3,500	28,960 SF
5	Parcel D	5,500	34,950 SF
6	Retail Strip A Parcel	9,200	30,200 SF
7	Retail B Parcel	4,000	18,000 SF
8	Retail C Parcel	10,000	52,800 SF
9	Parcel E**	5,000	16,800 SF
10	Lot # 1 Don Parcel	7,000	31,234 SF
13	Kim Wa's		NOT A PART

\*\* Approx. Square footages only - See Commercial Plat Map.  
 \*\* Subj. Building Allowed



-  Employee Parking Areas
-  Seasonal Sales Area
-  Building Limit Lines

Building Areas: Outlines of building "footprints" on each Parcel (if any).  
 If no "footprint" is shown, then the Building Area may be located anywhere within the Building Limit Lines, subject to obtaining required approvals under the Declaration.

EA 1465322 BK1856 PG2060