

Bill L By the nmc
03-036-0115 to 0118

E 1982319 B 3528 P 1090
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2004 APR 28 3:07 PM FEE 23.00 DEP MEC
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

After Recording, Return to:
Albertson's, Inc
c/o Kimbal L. Gowland
Meuleman & Miller LLP
960 Broadway Avenue, Suite 500
Boise, Idaho 83706

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FIRST AMENDMENT TO COMMON AREA MAINTENANCE AGREEMENT

THIS FIRST AMENDMENT TO COMMON AREA MAINTENANCE AGREEMENT ("First Amendment") is made as of March 19, 2004, by Albertson's, Inc., a Delaware corporation ("Albertson's"), whose address is 250 ParkCenter Boulevard, P.O. Box 20, Boise, ID 83726, as the sole declarant.

RECITALS

A. Albertson's and CPI/Bountiful Limited Partnership, an Idaho limited partnership, entered into that certain Common Area Maintenance Agreement dated October 2, 1989, and recorded October 4, 1989, as Entry No. 871277, in Book 1316, beginning at Page 644, official records of Davis County, Utah (the "CAMA") with regard to that certain real property more particularly described therein ("Shopping Center"), and Albertson's has undertaken the role of Maintenance Director of the Shopping Center Common Area.

B. Albertson's, as the Owner of all of the Parcels comprising the Shopping Center, desires to amend the CAMA with respect to the matters more specifically set forth below.

AMENDMENTS

1. Capitalized terms not otherwise defined herein shall have the respective meanings ascribed to such terms in the CAMA.

2. The legal descriptions attached to the CAMA as Schedule I are hereby deleted and the revised legal descriptions attached hereto as Schedule I are substituted therefor. All references to Schedule I in the CAMA or in this First Amendment shall refer to the Schedule I attached hereto.

3. The site plan attached to the CAMA as Exhibit "A" is hereby deleted and the revised site plan attached hereto as Exhibit "A" is substituted therefor. All references to the site plan or to Exhibit "A" in the CAMA or in this First Amendment shall refer to the site plan attached hereto as Exhibit "A".

4. All references to "First Party" in the CAMA (including, without limitation, all approval and consent rights of First Party) are hereby deleted.

5. All references in the CAMA to "Parcel 1" are hereby deleted.

6. Section 2.1 of the CAMA is amended to add subparagraph (k) thereto, reading as follows:

"(k) Keeping the Center Monument Sign (as described in the Declaration) lighted from dusk to dawn, and maintaining, repairing and replacing, when necessary, said sign."

7. From and after the first day of the month following the month in which this First Amendment is recorded in the official records of Davis County, Utah, the cost-sharing table set forth in Section 7.1 of the CAMA shall be replaced with the following cost-sharing table:

	Maximum Building Area (Excluding Expansion Area)	Percent
Parcel 2	51,123	80.29
Parcel 3	5,050	7.93
Parcel 4	<u>7,500</u>	<u>11.78</u>
TOTAL:	63,673	100.00

8. Section 13.2 of the CAMA is hereby amended in its entirety to read as follow:

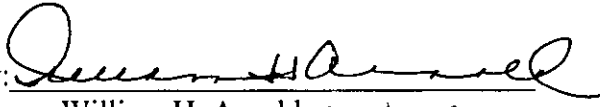
"13.2 The term of this Agreement shall be for sixty-five (65) years from the date hereof and shall automatically renew concurrent with each renewal of the Declaration; provided, however, that this Agreement shall terminate automatically upon the expiration or earlier termination of the Declaration."

9. This First Amendment shall be recorded in the official records of Davis County, Utah. The execution and acknowledgment of this First Amendment by Albertson's (who is the Owner of all of the Parcels comprising the Shopping Center) satisfies the requirement (set forth in Section 13.5 of the CAMA) that the Owners and the Prime Lessees (of which there are none as of the date hereof) of the Parcels containing (not less than) eighty-five percent (85%) of the total square footage of Building Area in the Shopping Center at the time of this First Amendment consent to the modifications of the CAMA that are set forth in this First Amendment.

10. The CAMA, as amended herein, is hereby ratified and confirmed. Except as amended herein, the CAMA shall remain in full force and effect.

EXECUTED as of the date first set forth above.

Albertson's, Inc.,
a Delaware corporation

By: 
William H. Arnold *MM/KLG*
Group Vice President, Real Estate Law

List of Schedules and Exhibits:

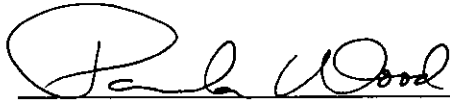
Schedule I – Legal Description of Shopping Center
Exhibit "A" – Site Plan

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 30th day of March, 2004, before me, the undersigned, a Notary Public in and for said state, personally appeared **William H. Arnold**, known or identified to me to be the **Group Vice President, Real Estate Law of Albertson's, Inc.**, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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




NOTARY PUBLIC for Idaho
Residing at Boise
My commission expires: 3/21/09

SCHEDULE I
to First Amendment to Common Area Maintenance Agreement

Legal Description of Shopping Center

Parcel 2

Beginning at a point North 89°44'04" East 166.96 feet and South 0°15'56" East 11.00 feet from the Northwest corner of Block "L", North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful, and running thence North 89°44'04" East 231.75 feet; thence South 0°15'56" East 67.25 feet; thence North 89°44'04" East 9.01 feet; thence South 0°15'56" East 80.55 feet; thence North 89°44'04" East 141.01 feet; thence North 0°15'56" West 5.00 feet; thence North 89°44'04" East 110.13 feet; thence South 0°09'34" West 267.98 feet; thence South 69°34'33" West 88.28 feet; thence North 80°58'26" West 162.70 feet; thence North 67°12'26" West 88.10 feet; thence South 59°37'34" West 87.00 feet; thence South 86°28'33" West 86.97 feet; thence North 0°09'34" East 161.09 feet; thence South 89°44'01" West 173.54 feet; thence North 0°09'34" East 93.43 feet; thence North 89°44'04" East 168.33 feet; thence North 0°15'56" West 174.50 feet to the point of beginning.

Tax Parcel No. 03-036-0115.

AND

Beginning at a point North 89°44'04" East 398.71 feet and South 0°15'56" East 11.00 feet from the Northwest Corner of Block "L", North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful and running thence North 89°44'04" East 261.21 feet; thence South 0°09'34" West 142.80 feet; thence South 89°44'04" West 110.13 feet; thence South 0°15'56" East 5.0 feet; thence South 89°44'04" West 141.01 feet; thence North 0°15'56" West 80.55 feet; thence South 89°44'04" West 9.01 feet; thence North 0°15'56" West 67.25 feet to the point of beginning.

Tax Parcel No. 03-036-0116.

Parcel 3

Beginning at a point South 0°09'34" West 11.00 feet from the Northwest Corner of Block "L", North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful, and running thence North 89°44'04" East 167.04 feet; thence South 0°15'56" East 174.50 feet; thence South 89°44'04" West 168.33 feet; thence North 0°09'34" East 174.50 feet to the point of beginning.

Tax Parcel No. 03-036-0117.

Parcel 4

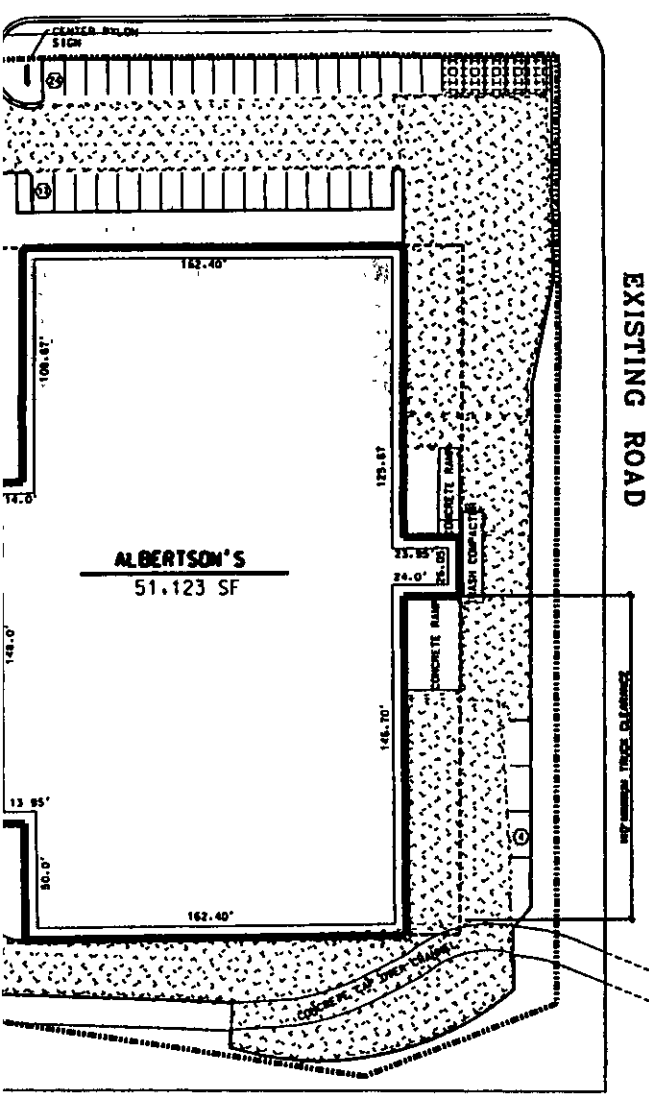
Beginning at a point South 0°09'34" West 278.93 feet from the Northwest corner of Block "L", North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful, and running thence North 89°44'01" East 173.54 feet; thence South 0°09'34" West 161.09 feet; thence South 86°28'33" West 43.63 feet; thence North 72°14'26" West 42.40 feet; thence North 88°41'25" West 89.60 feet; thence North 0°09'34" East 147.99 feet to the point of beginning.

Tax Parcel No. 03-036-0118.

All of the above property is situated in Davis County, Utah.

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1094



EXISTING ROAD

LEGEND

- PROPERTY/PARCEL LINE
- EXPANSION LIMIT LINE
- BUILDING ENVELOPE LINE
- BUILDING AREA
- HEAVY DUTY PAVING
- EMPLOYEE PARKING

DMB

- 2-16-89 BY RAC INCR SHPS & SHIFT ALB SOUTH ROW PARK'G, ADD TENTATIVE PARCELS 1 & 2 ROW 'D&E'
- 2-23-89 BY RAC SHIFT ALB & SHP 10' SOUTH, REV PARCELS, ADD COM AREA SALES & EMPL PARK'G
- 2-24-89 BY RAC CHANGED TO EXHIBIT 'A'
- 3-1-89 BY RAC CORRECT CARPRK PROVIDED * & ADD EXP. LMT-LINE @ SHOPS 'A'
- 3-28-89 BY RAC REV SHPS & PBA A & B, PARKING, SPT A & B
- 9-26-89 BY RAC REV PAD 'A', SHOPS 'A', ALL PARKING COVER AT CHANNEL, REV PARCELS
- 10-02-89 BY RAC REV H.C LOCATION @ SHPS 'A', ADD CENTER MON SIGN
- 7-28-03 BY MRF /DL @ CSHQA ADD ADDITION, DELETE SHPS A & COMBINE PARCELS 1 & 2



EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA	63,673 SF
TOTAL CARPARKS REQUIRED	319 (1/200)
TOTAL CARPARKS PROVIDED	321 (-2)
TOTAL SITE AREA (AFTER 11' R.O.W. DEDICATION)	276,801 SF (6.35 AC)

GENERAL NOTES

- ALL REFERENCES TO PARCEL 1 HAVE BEEN DELETED FROM EXHIBIT "A"
- NO TRUCK WELLS, NATURAL DOCK ONLY
- PARKING REQUIREMENTS
ALBERTSON'S REQ: 1/200 S.F. OF G.B.A.
- BUILDING SETBACK REQUIREMENTS
25' @ STREETS
6' @ MILL CREEK
- LANDSCAPE REQUIREMENTS
10' MIN BUFFER @ STREETS
10% SITE AREA
- ZONING REQUIREMENTS
EXISTING - COMMERCIAL
REQUIRED - COMMERCIAL



PROJECT
SEC
200 WEST STREET
&
500 SOUTH STREET

BOUNTIFUL UTAH

STONE NO.
-373

DESIGNED BY
DATE

SHEET TITLE
EXHIBIT "A"

SHEET
1.1

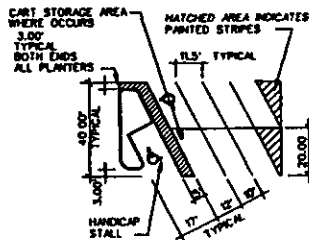
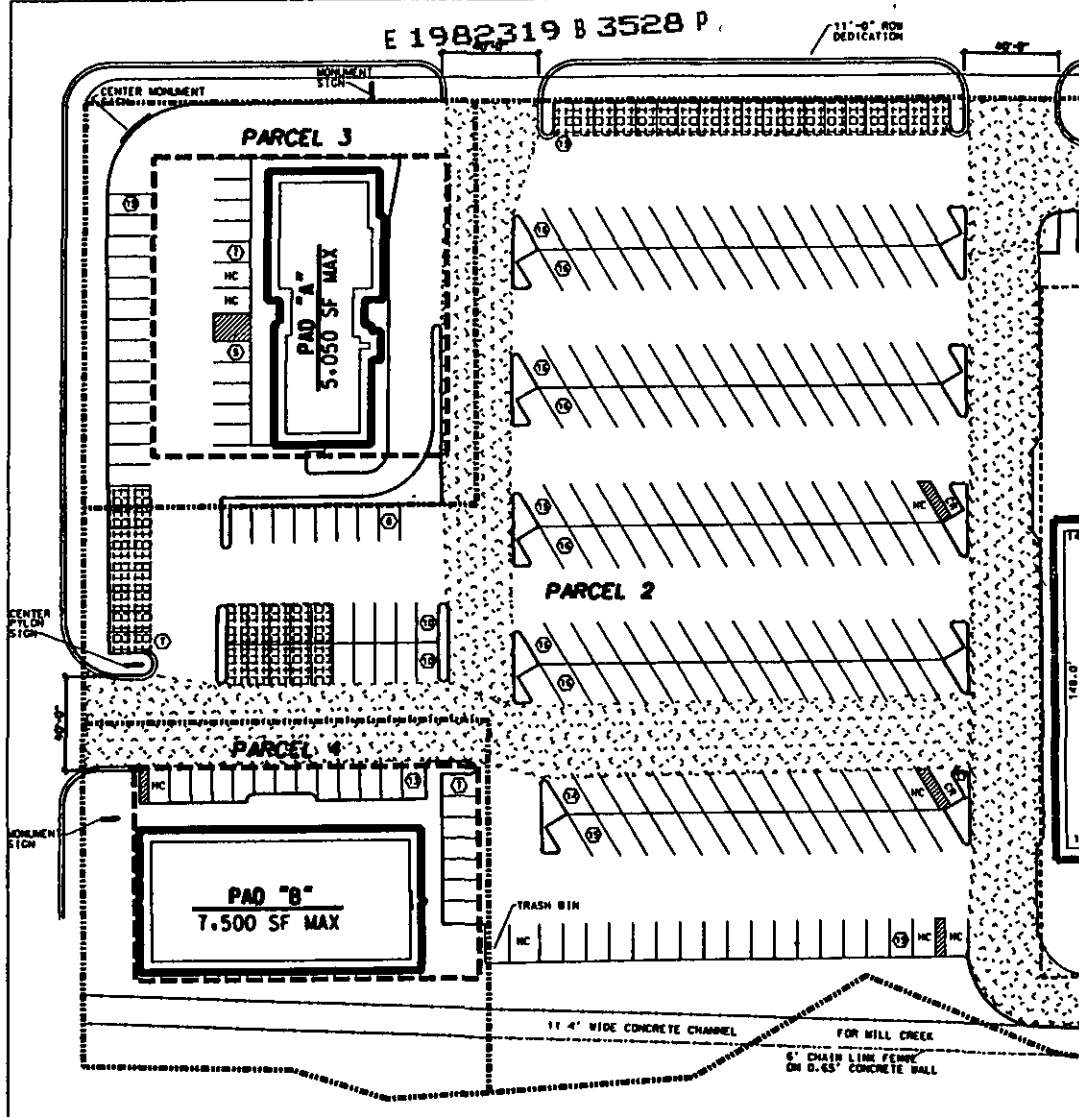
500 SOUTH STREET

EXISTING TRAFFIC SIGNAL

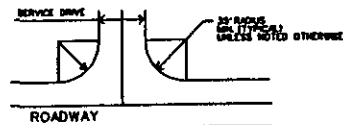
200 WEST STREET

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11'-0" ROW DEDICATION



A PARKING DETAIL
1'-50'-0"



B CURB CUT DETAIL
1'-50'-0"

11' 4" WIDE CONCRETE CHANNEL FOR MILL CREEK
6' CHAIN LINK FENCE ON 0.65' CONCRETE WALL