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DECLARATION OF RESTRICTIONS

SECURITY TITLE CO.

AND

Order No. 71143

GRANT OF EASEMENTS

Table of Contents

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Article	Subject	Page
ARTICLE I: PRELIMINARY		
1.1	Definitions	1
1.2	Parties	2
1.3	Purpose	3
ARTICLE II: BUILDING AND COMMON AREA DEVELOPMENT		
2.1	Building Location	3
2.2	Common Area	3
2.3	Type and Design of Building	4
2.4	Construction Requirements	6
2.5	Casualty and Condemnation	7
2.6	Indemnification	8
ARTICLE III: EASEMENTS		
3.1	Ingress, Egress and Parking	8
3.2	Utility Lines and Facilities	8
3.3	Signs	10
3.4	Building Encroachments	10
3.5	Permanent Service Drive	10
ARTICLE IV: OPERATION OF COMMON AREA		
4.1	Parking	11
4.2	Employee Parking	11
4.3	Signs	11
4.4	Protection of Common Areas	12
4.5	Sales	12
ARTICLE V: RESTRICTIONS ON USE		
5.1	Food and Drug Restrictions	13
5.2	Shopping Center Restrictions	13
5.3	Location Restrictions	14
5.4	Driveup and Drive Through Facilities	14
5.5	Mall Restrictions	15
ARTICLE VI: GENERAL PROVISIONS		
6.1	Covenants Run With the Land	15
6.2	Successors and Assigns	15
6.3	Duration	15
6.4	Injunctive Relief	15
6.5	Modification and Termination	15
6.6	Method of Approval	16
6.7	Not a Public Dedication	16
6.8	Breach Shall Not Permit Termination	16
6.9	Default	17

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6.10	Notices	17
6.11	Waiver	18
6.12	Attorney's Fees	18
6.13	Sale & Sale-leaseback Purchaser	18
6.14	Severability	18
6.15	Not a Partnership	19
6.16	Third Party Beneficiary Rights	19
6.17	Captions and Headings	19
6.18	Entire Agreement	19
6.19	Construction	19
6.20	Joint and Several Obligations	19
6.21	Recordation	19

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AND GRANT OF EASEMENTS

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("Declaration") is made as of the 2nd day of October, 1989, by and between CPI/Bountiful Limited Partnership, an Idaho limited partnership ("First Party"), and Albertson's, Inc., a Delaware corporation ("Albertson's").

I. PRELIMINARY

1.1 Definitions:

(a) "Albertson's": Albertson's, Inc., a Delaware corporation, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, and any wholly owned subsidiary thereof, and whose current address is 250 Parkcenter Boulevard, P.O. Box 20, Boise, Idaho 83726.

(b) "Building Area": All those areas on each Parcel located within the "Building Area" or "Building Envelope Line" shown on Exhibit "A" attached hereto and incorporated herein by this reference, together with those portions of the Expansion Area which are from time to time covered by a building or other commercial structure.

(c) "Common Area": All those areas on each Parcel which are not Building Area together with those portions of the Building Area on each Parcel which are not from time to time actually covered by a building or other commercial structure or which cannot under the terms of this Declaration be used for buildings. Canopies which extend over the Common Area, together with any columns or posts supporting same, shall be deemed to be a part of the building to which they are attached and not a part of the Common Area.

(d) "Common Area Maintenance Agreement": That certain Common Area Maintenance Agreement between the parties hereto which encumbers the Shopping Center and is recorded concurrently herewith.

(e) "Consenting Owners": The Owners of Parcels 1 and 2; provided, however, that in the event any such Owner sells its Parcel and becomes the Prime Lessee thereon, said Prime Lessee is hereby appointed the entity to cast the vote or give the consent for said Parcel on behalf of the Owner thereof so long as it is the Prime Lessee of said Parcel.

(f) "Development Agreement": That certain Development Agreement between the parties hereto which encumbers the Shopping Center and is recorded concurrently herewith.

(g) "Expansion Area": All those areas on Parcels 1 and 2 located within the "Expansion Limit Line" shown on Exhibit "A."

(h) "First Party": CPI/Bountiful Limited Partnership, an Idaho limited partnership, whose general partner is Cantlon Properties, Inc., an Idaho corporation, and whose current address is West One Plaza, Suite 1820, Boise, Idaho 83702.

(i) "floor area": The total number of square feet of floor space in a building whether or not actually occupied including basement, subterranean, balcony and mezzanine space. Floor area shall be measured from the exterior line of the exterior walls and from the center line of any party or common interior walls without deduction for columns, walls or other structural or non-structural components.

(j) "Lienholder": Any mortgagee under a mortgage or a trustee or beneficiary under a deed of trust constituting a lien on any Parcel.

(k) "Owner": The record holder of fee simple title to a Parcel, its heirs, personal representatives, successors and assigns.

(l) "Parcel": Parcel 1, 2, 3 or 4 as shown on Exhibit "A" and more particularly described in Schedule I attached hereto and incorporated herein by this reference.

(m) "person": Individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity.

(n) "Prime Lessee": An Owner of a Parcel who sells said Parcel to an unaffiliated third party and thereafter enters into a net lease for said Parcel with such third party or its lessee or sublessee. Prime Lessee includes the successors and assigns of said Prime Lessee but does not include the sublessees, licensees or concessionaires of said Prime Lessee.

(o) "Restrictions": The easements, covenants, restrictions, liens and encumbrances contained in this Declaration.

(p) "Service Facilities": Loading docks, trash enclosures, bottle storage areas and other similar service facilities.

(q) "Shopping Center": Parcels 1, 2, 3 and 4 collectively.

1.2 Parties: First Party is the Owner of Parcels 1, 3 and 4 and Albertson's is the Owner of Parcel 2. The Parcels are located at the southeast corner of the intersection of 200 West Street and 500 South Street in the City

of Bountiful, County of Davis, State of Utah as shown on Exhibit "A" and more particularly described in Schedule I attached hereto.

1.3 Purpose: The parties plan to develop the Shopping Center as an integrated retail sales complex for the mutual benefit of all real property in the Shopping Center and, therefore, hereby establish the Restrictions.

II. BUILDING AND COMMON AREA DEVELOPMENT

2.1 Building Location: All buildings and other structures (except those permitted in Section 2.2 below) shall be placed or constructed upon the Parcels only in the Building Areas; provided, however, that canopies, eaves and roof overhangs (including columns or posts supporting same), normal foundations, utility cabinets and meters, signs and doors for ingress and egress may project from the Building Area into the Common Area. All of the foregoing shall be constructed and maintained in accordance with all local, state and federal laws, rules and regulations applicable thereto. All Building Areas on which buildings are not under construction on the date the Owner of Parcel 2 first opens its building for business shall be covered by grass or by a one inch asphalt dust cap and shall be kept mowed, weed free and clean at the Owner's sole expense until such time as buildings are constructed thereon.

2.2 Common Area: The Common Area is hereby reserved for the sole and exclusive use of all Owners of the Shopping Center, their tenants, contractors, employees, agents, customers, licensees and invitees and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants. The Common Area may be used for vehicular driving, parking (except that there shall be no multi-level parking), pedestrian traffic, directional signs, sidewalks, walkways, landscaping, perimeter walls and fences, parking lot lighting, utilities and Service Facilities and for no other purpose unless otherwise specifically provided in this Declaration. No buildings or structures not shown on the Construction Documents approved pursuant to the Development Agreement shall be placed or constructed in the Common Area except pylon and directional signs (as provided in Article IV), paving, bumper guards or curbs, landscape planters, lighting standards, perimeter walls and fences, utility pads and equipment, sidewalks and, to the extent that they are located, and do not impede access, to the rear or sides of buildings, Service Facilities. The Common Area shall be constructed in accordance with the site plan attached hereto as Exhibit "A" and shall be kept and maintained as provided for in the Common Area Maintenance Agreement. All portions of a

Building Area which cannot be used for buildings shall be developed by the Owner thereof, at said Owner's sole cost and expense, in accordance with a site plan approved by the Consenting Owners and maintained as improved Common Area. The sizes and arrangements of the Common Area improvements shown on Exhibit "A," including, without limitation, service drives and parking areas, striping, traffic directional arrows and signs, concrete bumpers, parking lot lighting, perimeter walls and fences, and landscaped areas, together with necessary planting, may not be changed without the prior written consent of the Consenting Owners; provided, however, that nothing contained in this Section 2.2 shall be in any way interpreted or construed to require the written consent of the Consenting Owners to:

(i) The expansion of any building located on Parcel 1 or 2 into the Expansion Area shown on Exhibit "A" provided said expansion (A) does not result in a decrease in the number of parking spaces existing in the Shopping Center at the time of such expansion, and (B) does not result in a decrease in the number of square feet of floor area otherwise permitted to be constructed on any other Parcel pursuant to this Declaration; or

(ii) Any increase in the number of parking spaces located on Parcel 2 resulting from a restriping of said parking spaces by the Owner or occupant of Parcel 2 provided said restriping does not affect in any manner whatsoever the size or location of any of the drive aisles located in the Shopping Center.

The right of the Owner of Parcel 1 to expand its building into the Expansion Area shown on Exhibit "A" (1) shall be limited to an expansion of the west wall of Shops "A" so as to permit alignment with the contiguous portion of the west (front) wall of the building located on Parcel 2, and (2) shall not be effective until such time as the front doors of the building located on Parcel 2 are relocated so as to provide front entry (i.e., doors facing west to 200 West Street) as opposed to side entry (i.e., doors facing north to 500 South Street) to said building.

2.3 Type and Design of Building:

(a) Each building in the Shopping Center, now and in the future, shall be of first quality construction and architecturally designed so that its exterior elevations (including, without limitation, signs and color) will be architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. No building may be constructed nor the

exterior of any existing building changed in any way (including, without limitation, signs and color) without the prior written approval of the Consenting Owners as to the exterior elevations (including, without limitation, signs and color) of the building to be constructed or modified. The standard signs and logos of Albertson's as they may exist from time to time and the opening, closing or relocation of any door, however, shall not require approval. Anything in the preceding sentence to the contrary notwithstanding, Albertson's agrees that the building signs and logos initially installed on the building to be constructed on Parcel 2 shall conform with the existing signage at Albertson's #361, 535 South Main, Bountiful, Utah 84010 or shall be subject to First Party's prior written approval, which approval shall not be unreasonably withheld or delayed. Before the construction of any building or any modification of an existing building which requires approval is commenced, sufficient information shall be sent to the Consenting Owners to enable the Consenting Owners to make a reasonable determination as to the architectural and aesthetic compatibility of said building or modification with all other buildings in the Shopping Center. No Consenting Owner may arbitrarily or unreasonably withhold its approval of the proposed building or modification if it is architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. Each Consenting Owner must approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and, if such Consenting Owner disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproval. If a Consenting Owner rejects or disapproves the proposal and fails to provide such explanation within the thirty (30) day period, such Consenting Owner shall be deemed to have approved same provided that, when the approval was sought, the one seeking the approval stated in writing to the one whose approval was sought that, if a disapproval with explanation was not made within the thirty (30) day period, approval would then be deemed to have been given. If the proposal is disapproved as provided herein, then an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal.

(b) Every building shall be either equipped with automatic sprinkler systems which meet all the standards of the Insurance Services Office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any building built upon any

other Parcel. The purpose of this subparagraph (b) is to allow buildings built on each Parcel to be fire rated as separate and distinct units without deficiency charge.

(c) No building shall be built in such a manner as to adversely affect the structural integrity of any other building in the Shopping Center.

(d) All buildings on Parcels 1 and 2 shall be single story with mezzanine permitted and shall not exceed thirty-one (31) feet in height. All buildings on Parcels 3 and 4 shall be single story with mezzanine permitted and shall not exceed twenty-two (22) feet in height (including mechanical fixtures and equipment and screening for same). No mezzanine or basement shall be used for the sale or display of merchandise.

(e) The total ground floor area of all buildings constructed on Parcel 3 shall not exceed 5,050 square feet. The total ground floor area of all buildings constructed on Parcel 4 shall not exceed 7,500 square feet.

(f) Each Owner shall maintain or cause to be maintained the exterior of any building located on such Owner's Parcel(s) in a quality and condition comparable to that of first class shopping centers of comparable size and nature located in the same geographic area as the Shopping Center. All Service Facilities shall be attractively screened from view from the parking areas.

2.4 Construction Requirements:

(a) All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any building, sign or Common Area improvements located in the Shopping Center shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (i) access to or from the Shopping Center, or any part thereof, to or from any public right-of-way, (ii) customer vehicular parking in that portion of the improved Common Area located in front of any building constructed in the Shopping Center, or (iii) the receiving of merchandise by any business in the Shopping Center including, without limitation, access to the Service Facilities. Staging for the construction, replacement, alteration or expansion of any building, sign or Common Area improvements located in the Shopping Center including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment shall be limited to that portion of the Shopping Center approved in writing by the Contracting Owners. Unless otherwise specifically stated herein, the person contracting for the performance

of such work ("Contracting Party") shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all buildings, signs and Common Area improvements damaged or destroyed in the performance of such work.

(b) The Contracting Party shall not permit any liens to stand against any Parcel for any work done or materials furnished in connection with the performance of the work described in subparagraph (a) above; provided, however, that the Contracting Party may contest the validity of any such lien, but upon a final determination of the validity thereof, the Contracting Party shall cause the lien to be satisfied and released of record. The Contracting Party shall, within thirty (30) days after receipt of written notice from Owner or Prime Lessee of any Parcel encumbered by any such lien or claim of lien, cause any such outstanding lien or claim of lien to be released of record or transferred to bond in accordance with applicable law, failing which the Owner or Prime Lessee of said Parcel shall have the right, at the Contracting Party's expense, to transfer said lien to bond. The Contracting Party shall indemnify, defend and hold harmless the Owners and occupants of the Shopping Center from any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action, arising out of or in any way connected with the performance of such work, unless caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

(c) The parties acknowledge and agree that incidental encroachments upon the Common Area may occur as a result of the use of ladders, scaffolds, store front barricades and similar facilities in connection with the construction, maintenance, repair, replacement, alteration or expansion of buildings, signs and Common Area improvements located in the Shopping Center, all of which are permitted hereunder so long as all activities requiring the use of such facilities are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with use of the improved Common Area or with the normal operation of any business in the Shopping Center.

2.5 Casualty and Condemnation: In the event all or any portion of any building in the Shopping Center is (i) damaged or destroyed by fire or other casualty, or (ii) taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, the Owner of such building

shall promptly restore or cause to be restored the remaining portion of such building or, in lieu thereof, shall remove or cause to be removed the damaged portion of such building together with all rubble and debris related thereto. All Building Areas on which buildings are not reconstructed following a casualty or condemnation within two (2) years after the date of such casualty or condemnation shall be graded or caused to be graded by the Owner thereof to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Shopping Center or any portion thereof, shall be covered by grass or by a one inch asphalt dust cap and shall be kept mowed, weed free and clean at the Owner's sole cost and expense until buildings are reconstructed thereon.

2.6 Indemnification: Each Owner hereby agrees to indemnify, defend and hold harmless the other Owners and occupants from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring in the interior of any building constructed on the indemnifying Owner's Parcel, unless caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

III. EASEMENTS

3.1 Ingress, Egress and Parking: Each Owner, as grantor, hereby grants to the other Owners, their respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, for the benefit of each Parcel belonging to the other Owners, as grantees, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicular parking upon, over and across that portion of the Common Area located on the grantor's Parcel(s), except for those areas devoted to Service Facilities or driveup or drive through customer service facilities. The reciprocal rights of ingress and egress set forth in this Section 3.1 shall apply to the Common Area for each Parcel as such area shall be increased pursuant to Section 2.2 above.

3.2 Utility Lines and Facilities:

(a) Each Owner, as grantor, hereby grants to the other Owners, for the benefit of each Parcel belonging to the other Owners, as grantees, a

nonexclusive easement under, through and across the Common Area of the grantor's Parcel(s) for the installation, operation, maintenance, repair and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones, electrical conduits or systems, gas mains and other public or private utilities. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service (including temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of any buildings or improvements located in the Shopping Center). The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the improved Common Area or with the normal operation of any business in the Shopping Center. The grantee(s) shall bear all costs related to the installation, operation, maintenance, repair and replacement of such easement facilities, shall repair to the original specifications any damage to the Common Area resulting from such use and shall provide as-built plans for all such facilities to the Owners of all Parcels upon which such utility lines and facilities are located within thirty (30) days after the date of completion of construction of same.

(b) At any time and from time to time the Owner of a Parcel shall have the right to relocate on its Parcel any utility line or facility installed pursuant to the foregoing grant of easement which is then located on the land of such Owner, provided that any such relocation (i) shall be performed only after thirty (30) days notice of the Owner's intention to undertake the relocation shall have been given to the Owner of each Parcel served by the utility line or facility, (ii) shall not unreasonably interfere with or diminish utility service to the Parcels served by the utility line or facility, (iii) shall not reduce or unreasonably impair the usefulness or function of the utility line or facility, (iv) shall be performed without cost or expense to the Owner or occupant of any other Parcel, and (v) shall provide for the original and relocated area to be restored to the original specifications. The Owner performing such relocation shall provide as-built plans for all such relocated utility lines and facilities to the Owners of all Parcels served by such utility lines and facilities within thirty (30) days after the date of completion of such relocation.

(c) Each Owner agrees to grant such additional easements as are reasonably required by any public or private utilities for the purpose of providing the utility lines and facilities described herein provided such easements are not otherwise inconsistent with the provisions of this Declaration.

3.3 Signs: Each Owner, as grantor, hereby grants to the other Owners, for the benefit of each Parcel belonging to the other Owners, as grantees, an easement under, through and across the Common Area of the grantor's Parcel(s) for the installation, operation, maintenance, repair and replacement of the free-standing signs referred to in Section 4.3 of this Declaration and all utility lines and facilities appurtenant thereto. Except where otherwise specifically stated herein to the contrary, the grantee(s) shall bear all costs related to the installation, maintenance, repair and replacement of its free-standing sign and appurtenant facilities, shall repair to the original specifications any damage to the Common Area resulting from such use and shall provide as-built plans for all such facilities to the Owners of all Parcels upon which such facilities are located within thirty (30) days after the date of completion of construction of same.

3.4 Building Encroachments: Each Owner, as grantor, hereby grants to the other Owners, for the benefit of each Parcel belonging to the other Owners, as grantees, an easement for any portion of any building or structure located on any such Parcel which may encroach into or over the grantor's adjoining Parcel(s); provided the easement for footings, piers, piles, grade beams and building encroachments does not exceed two (2) feet, and the easement for canopies, eaves and roof overhangs does not exceed four (4) feet. The easements granted in this Section 3.4 shall survive this Declaration and shall last so long as the encroaching building is standing following its initial construction or following its reconstruction where such building is substantially restored to its prior condition following a casualty or condemnation.

3.5 Permanent Service Drive: Each Owner hereto, as grantor, hereby grants to the other Owners, their respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, for the benefit of each Parcel belonging to the other Owners, as grantees, a perpetual non-exclusive easement for ingress and egress (but not parking) by vehicular and pedestrian traffic upon, over and across that portion of the Common Area located on the grantor's Parcel(s) shown on Exhibit "A" as "Permanent Service

Drive" and more particularly described in Schedule II attached hereto and incorporated herein by this reference.

IV. OPERATION OF COMMON AREA

4.1 Parking: There shall be no charge for parking in the Common Area without the prior written consent of the Consenting Owners or unless otherwise required by law.

4.2 Employee Parking: Anything in this Declaration to the contrary notwithstanding, areas to be used for motor vehicle parking by employees of occupants of the Shopping Center shall be limited to those areas shown on Exhibit "A" as "Employee Parking," together with such additional areas within the Shopping Center as may be designated from time to time by the Consenting Owners. The authority herein granted shall be exercised in such manner as not to discriminate against any Owner or occupant of the Shopping Center.

4.3 Signs: (a) Subject to governmental approval, two (2) free-standing signs shall be erected at the locations designated "Center Pylon Sign" on Exhibit "A." Each such sign shall display the designation of the Owner or occupant of Parcel 2 and, provided the amount of signage otherwise permitted by governmental authority to the Owner or occupant of Parcel 2 is not adversely affected thereby, designations for not more than two (2) other businesses in the Shopping Center. Any such business, in order to display its designation on a Center Pylon Sign, must occupy not less than 6,500 square feet of ground floor area. The cost of constructing, installing, maintaining, repairing and replacing the Center Pylon Sign structures (excluding electrical hookup to the Common Area meter) shall be paid by the Owners of all Parcels entitled to display designations thereon in the proportion that the total square footage of each Owner's designation or designations bears to the total square footage of all designations entitled to be displayed thereon. Each person displaying a designation on a Center Pylon Sign shall supply and maintain its own sign fascia and can. The design of the Center Pylon Sign structures shall be subject to the approval of the Consenting Owners, as shall be the size, design and location of the sign fascia used; provided, however, that Albertson's and other persons occupying not less than 6,500 square feet of ground floor area may use such standard fascia as they from time to time use generally in carrying on their businesses. The Owner of Parcel 1 shall have the right to substitute a Shopping Center designation for any one of its business designations. The Shopping Center designation, if any, shall be the

top designation on the Center Pylon Signs. The designation of the Owner or occupant of Parcel 2 shall be the next highest designation on the Center Pylon Signs.

(b) Provided the amount of signage otherwise permitted by governmental authority to the Owner or occupant of Parcel 2 is not adversely affected thereby, the Owner of Parcel 3 and the Owner of Parcel 4 shall each have the right, subject to governmental approval, to erect on its Parcel one (1) free-standing monument sign not to exceed six (6) feet in height and twenty-five (25) square feet in area per side at the location designated "Monument Sign" on Exhibit "A." Each such sign shall display the designation of a single Owner or occupant of said Parcel provided said Owner or occupant is not displaying its designation on one (1) of the Center Pylon Signs. The cost of constructing, installing, maintaining, repairing and replacing each of the Monument Sign structures shall be paid by the Owner of the Parcel on which the structure is located. The design of the Monument Sign structures and sign fascia used shall be subject to the approval of the Consenting Owners, which approval shall not be unreasonably withheld.

(c) There shall be no other signs, except directional signs and signs on buildings, in the Shopping Center. All exterior building signs on Parcels 1, 3 and 4 shall be restricted to identification of the business or service located or provided therein. No exterior building sign shall be placed on penthouse walls, extend above the building roof or be painted on the exterior building surface. No exterior building or free-standing sign shall utilize flashing, moving or audible lights or appurtenances.

4.4 Protection of Common Areas: Each Owner and Prime Lessee shall have the right to take such steps as it deems necessary to prevent those persons not authorized by this Declaration to use the Common Area from using the Common Area for ingress, egress and parking. Such steps shall include, without limitation, the construction of fences, walls or barricades along the boundary lines of any portion of the Shopping Center except along the common boundary of any Parcel with any other Parcel.

4.5 Sales: No portion of the Common Area, except sidewalks, shall be used for the sale or display of merchandise; provided, however, that the seasonal sale of merchandise by the Owner or occupant of Parcel 2 shall be permitted from the parking lot located on Parcel 2 subject to the following restrictions: (i) sales shall be limited to not more than four (4) occasions per

calendar year for a cumulative total or not more than sixty (60) days duration, (ii) the sales area shall be limited to not more than twenty (20) parking spaces located on that portion of Parcel 2 shown on Exhibit "A" as "Common Area Sales," (iii) all booths, stands, displays and other structures erected in connection with such sales shall be promptly removed by the Owner or occupant of Parcel 2 upon termination of said activities, (iv) the Common Area shall be promptly repaired to its condition immediately prior to said sale at the sole cost and expense of the Owner or occupant of Parcel 2, and (v) said sales (including sidewalk sales) shall not interfere with the free movement of vehicular or pedestrian traffic within the Shopping Center or with access to or from the Shopping Center, or any part thereof, to or from any public right-of-way.

V. RESTRICTIONS ON USE

5.1 Food and Drug Restrictions: No part of Parcel 1, 3 or 4 shall be used as a supermarket (which shall be defined as any store or department containing at least 5,000 square feet of floor area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption); as a bakery or delicatessen; for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption; for the sale of alcoholic beverages for off-premises consumption; or for the sale or offer for sale of any ethical pharmaceutical products requiring the services of a registered pharmacist. Anything in this Section 5.1 to the contrary notwithstanding, the sale of beer for off-premises consumption shall be permitted in an island market/convenience store located on Parcel 3 and operated in conjunction with a gas station provided the floor area of said island market/convenience store does not exceed 1,000 square feet.

5.2 Shopping Center Restrictions: No part of the Shopping Center shall be used as a bar, tavern, cocktail lounge, adult book or adult video store, automotive maintenance or repair facility, warehouse, car wash, entertainment or recreational facility or training or educational facility; for the renting, leasing or selling of or displaying for the purpose of renting, leasing or selling of any boat, motor vehicle or trailer; or for industrial purposes. For the purpose of this Declaration, the phrase "adult book or video store" shall mean a store or department which has more than twenty percent (20%) of its video tape inventory in X-rated tapes or which prohibits admittance to persons under

eighteen (18) years of age. The phrase "entertainment or recreational facility" shall include, without limitation, a theater, bowling alley, skating rink, gym, health spa or studio, dance hall, billiard or pool hall, massage parlor, game parlor or video arcade (which shall be defined as any store containing more than four [4] electronic games). The phrase "training or educational facility" shall include, without limitation, a beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees as opposed to customers. Anything in this Section 5.2 to the contrary notwithstanding, the foregoing restriction shall not prohibit (i) the operation of a tanning or tanning salon not exceeding 1,500 square feet of floor area anywhere on Parcel 4, (ii) the incidental sale of alcoholic beverages in a restaurant which (A) provides seating for substantially all of its customers, (B) does not contain a separate bar or cocktail lounge, and (C) does not serve alcoholic beverages except in conjunction with the sale of food for on-premises consumption, or (iii) the operation of a single bay car wash in conjunction with a gas station located on Parcel 3 subject to approval by the Consenting Owners of (A) the site plan for the construction of said car wash/gas station, and (B) the plans and specifications for surface drainage and all other utilities facilities required for the operation of said car wash/gas station.

5.3 Location Restrictions: No part of Parcel 1 shall be used as a restaurant; provided, however, that a take-out restaurant, ice cream shop, yogurt shop or sandwich shop each containing not more than 2,000 square feet of floor area shall be permitted in the east one-half (1/2) of Shops "A." No restaurant on Parcel 3 or 4 shall exceed 5,050 square feet of floor area. No sit-down restaurant (which shall be defined as a restaurant providing seating for substantially all of its customers) located on Parcel 4 shall be located within 300 feet of the Building Area of Parcel 2. No more than one (1) sit-down restaurant shall be located on Parcels 3 and 4. No medical, dental, professional or business office shall be located in the west one-half (1/2) of Shops "A." The total floor area of all medical, dental, professional and business offices located on Parcels 1, 3 and 4 shall not exceed 5,000 square feet.

5.4 Driveup and Drive Through Facilities: No restaurant, bank or other facility featuring vehicular driveup or drive through customer service shall be located in the Shopping Center unless the Consenting Owners have first given

their written consent, which shall not be unreasonably withheld, to the location, parking and drive lanes of such facility.

5.5 Mall Restrictions: There shall be no open or enclosed malls in the Shopping Center unless the Consenting Owners have first given their written consent, which shall not be unreasonably withheld, to the location of the entrance to such mall.

VI. GENERAL PROVISIONS

6.1 Covenants Run With the Land: Each Restriction on each Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and each part thereof and shall run with the land.

6.2 Successors and Assigns: This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, successors and assigns, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise; provided, however, that if any Owner sells all or any portion of its interest in any Parcel, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the property sold by it arising under this Declaration after the sale and conveyance of title but shall remain liable for all obligations arising under this Declaration prior to the sale and conveyance of title. The new Owner of any such Parcel or any portion thereof (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Declaration with respect to such Parcel or portion thereof after the date of sale and conveyance of title.

6.3 Duration: Except as otherwise provided herein, the term of this Declaration shall be for sixty-five (65) years from the date hereof.

6.4 Injunctive Relief: In the event of any violation or threatened violation by any person of any of the Restrictions contained in this Declaration, any or all of the Owners and Prime Lessees of the property included within the Shopping Center shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration or provided by law.

6.5 Modification and Termination: This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the Owners and Prime Lessees of the Parcels containing eighty-five

percent (85%) of the total square footage of Building Area in the Shopping Center at the time of such modification or termination, and then only by written instrument duly executed and acknowledged by all of the required Owners and Prime Lessees and recorded in the office of the recorder of the county in which the Shopping Center is located. No modification or termination of this Declaration shall affect the rights of any Lienholder unless the Lienholder consents in writing to the modification or termination.

6.6 Method of Approval: Whenever the consent or approval of any Owner is required, such consent or approval shall be exercised only in the following manner. Each Parcel shall have only one (1) vote. The Owners (if consisting of more than one [1] person) of each Parcel shall agree among themselves and designate in writing to the Owners and Prime Lessees of each of the other Parcels a single person who is entitled to cast the vote for that Parcel. If the Owners of any such Parcel cannot agree who shall be entitled to cast the single vote of that Parcel, or if the Owners fail to designate the single person who is entitled to cast the vote for that Parcel within thirty (30) days after receipt of request for same from any other Owner or Prime Lessee, then that Parcel shall not be entitled to vote. In the event a Parcel is not entitled to vote, its consent or approval shall not be necessary and the total square footage of Building Area located on said Parcel shall be disregarded for the purpose of computing the percentage requirement set forth in Section 6.5. Except as otherwise set forth in Section 6.5, in the event an Owner sells its Parcel and becomes the Prime Lessee thereon, said Prime Lessee is hereby appointed the entity to cast the vote or give the consent for said Parcel on behalf of the Owner thereof and is hereby granted all of the rights and remedies granted to the Owner of said Parcel so long as it is the Prime Lessee of said Parcel, anything in this Declaration to the contrary notwithstanding.

6.7 Not a Public Dedication: Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

6.8 Breach Shall Not Permit Termination: It is expressly agreed that no breach of this Declaration shall entitle any Owner to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this

Declaration. Any breach of this Declaration shall not defeat or^l render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

6.9 Default: A person shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from any Owner or Prime Lessee specifying the particulars in which such person has failed to perform the obligations of this Declaration unless such person, prior to the expiration of said thirty (30) days (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default. However, such person shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

6.10 Notices:

(a) All notices given pursuant to this Declaration shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls of the county in which the Shopping Center is located. All notices to First Party or Albertson's shall be sent to the person and address set forth below:

First Party: Cantlon Properties, Inc.
West One Plaza
Suite 1820
Boise, Idaho 83702
Attention: Roger D. Cantlon

Albertson's: Albertson's, Inc.
250 Parkcenter Boulevard
P.O. Box 20
Boise, ID 83726
Attention: Legal Department

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Declaration shall be deemed given upon receipt.

(b) For the purpose of this Declaration, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice

or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

6.11 Waiver: The failure of a person to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the Restrictions contained herein by the same or any other person.

6.12 Attorney's Fees: In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

6.13 Sale & Sale-leaseback Purchaser: Notwithstanding anything to the contrary contained in this Declaration, it is expressly agreed that in the event an Owner sells its Parcel to an unaffiliated third party and thereafter enters into a net lease for such Parcel with such third party or its lessee or sublessee (hereinafter referred to collectively as the "Prime Lessor"), so long as said Owner is in possession of the property as a Prime Lessee the parties hereto shall look solely to said Prime Lessee (and said Prime Lessee shall be liable therefor) for the performance of any obligations either the Prime Lessee or the Prime Lessor shall have under this Declaration and the Prime Lessor shall be relieved of any obligation for the performance of or liability for the Restrictions set forth herein relating to either the Prime Lessee or its Parcel.

6.14 Severability: If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and

provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

6.15 Not a Partnership: The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

6.16 Third Party Beneficiary Rights: This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

6.17 Captions and Headings: The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

6.18 Entire Agreement: This Declaration contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

6.19 Construction: In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

6.20 Joint and Several Obligations: In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

6.21 Recordation: This Declaration shall be recorded in the office of the recorder of the county in which the Shopping Center is located.

EXECUTED as of the day and year first above written.

Albertson's, Inc.,
a Delaware corporation

BY: Thomas L. Stalder
Senior Vice President

FIRST PARTY:
CPI/Bountiful Limited Partnership,
an Idaho limited partnership

BY: Cantlon Properties, Inc.,
an Idaho corporation,
General Partner

BY: [Signature]
President

STATE OF IDAHO)
) ss.
County of Ada)

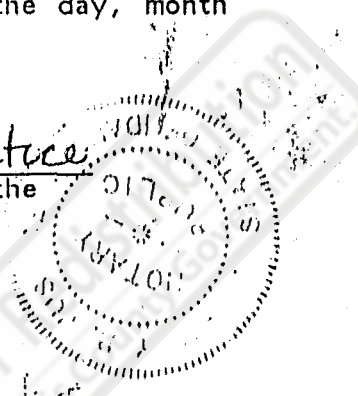
On this 2nd day of October, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas R. Saldin, to me known to be a Senior Vice President of Albertson's, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

1/24/95

Jammy R. Justice
Notary Public in and for the
State of Idaho
Residing at Boise, Idaho



STATE OF)
) ss.
County of)

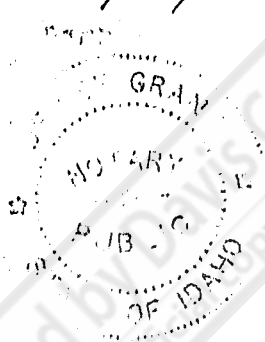
On this 2nd day of October, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Roger D. Cantlon, to me known to be the President of Cantlon Properties, Inc., to me known to be a General Partner of CPI/Bountiful Limited Partnership, the limited partnership that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

6/21/95

Alvise Grant
Notary Public in and for the
State of Idaho
Residing at Boise



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SHOPPING CENTER

Parcel 1

Beginning at a point which is North 89° 44' 04" East 398.71 feet from the Northwest corner of Block "L", North Millcreek 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 153.80 feet; thence South 89° 44' 04" West 110.13 feet; thence South 0° 15' 56" East 5.00 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 78.25 feet to the point of beginning. Contains 40,123 square feet or 0.92 acres.

pt 03-036-0115

Parcel 2

Beginning at a point which is North 89° 44' 04" East 166.96 feet from the Northwest corner of Block "L", North Millcreek 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 78.25 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 185.50 feet to the point of beginning. Contains 186,059 square feet or 4.27 acres.

Parcel 3

pt 0115

Beginning at the Northwest corner of Block "L", North Millcreek Plat, Bountiful Townsite Survey, in the city of Bountiful, and running thence North 89° 44' 04" East 166.96 feet; thence South 0° 15' 56" East 185.50 feet; thence South 89° 44' 04" West 168.33 feet; thence North 0° 09' 34" East 185.50 feet to the point of beginning. Contains 31,098 square feet or 0.71 acres.

pt 0115

Parcel 4

Beginning at a point which is South 0° 09' 34" West 278.93 feet from the Northwest corner of Block "L", North Millcreek 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. Contains 26,781 square feet or 0.61 acres.

pt 0115

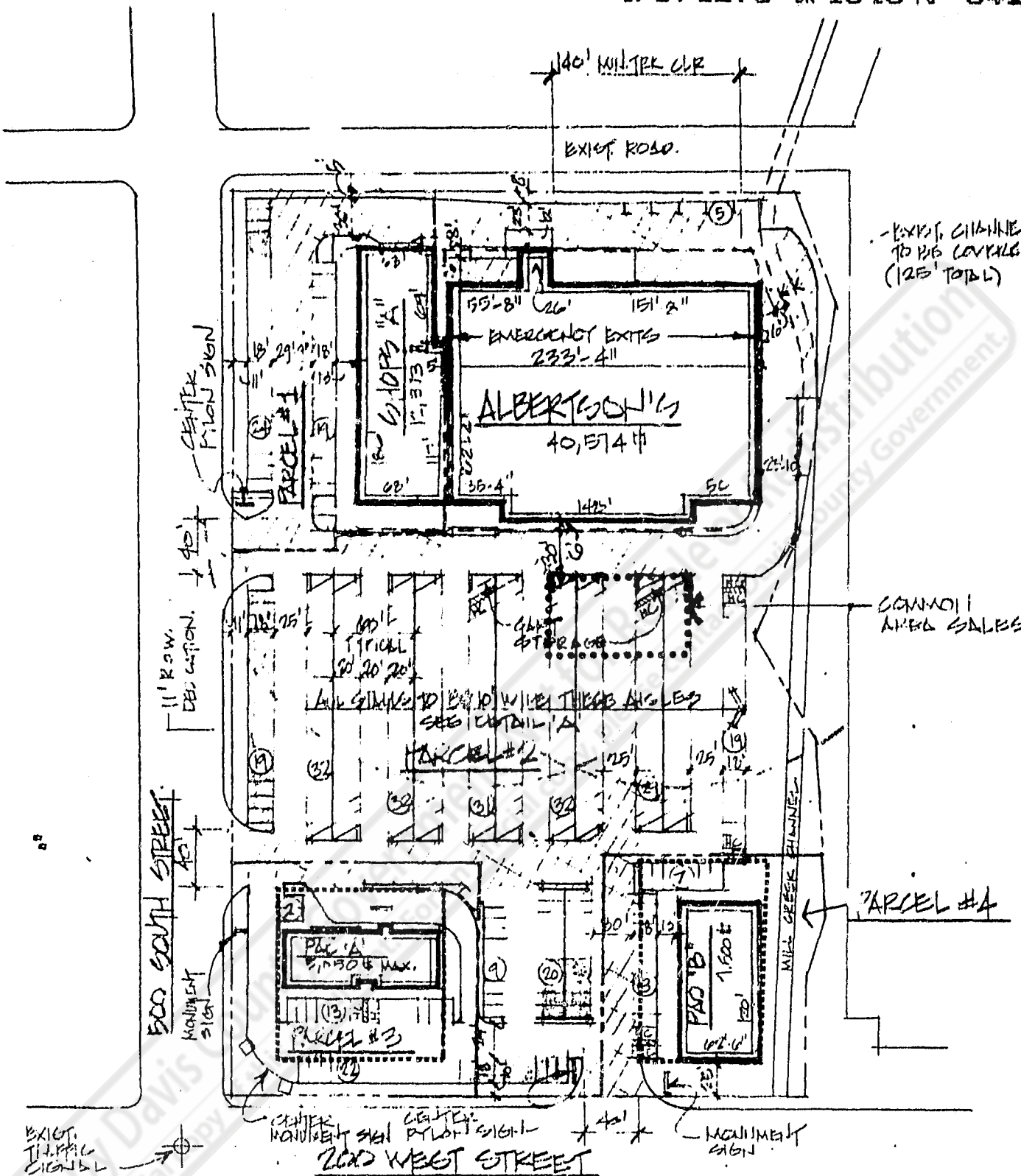
SCHEDULE II

PERMANENT SERVICE DRIVE

Beginning at a point which is North 89° 44' 04" East 378.71 feet from the Northwest corner of Block "L", North Millcreek Plat, Bountiful Townsite Survey, in the City of Bountiful, and running thence North 89° 44' 04" East 40.00 feet; thence South 0° 15' 56" East 12.00 feet to a point on an 18.00 foot radius curve to the left; thence Southeasterly along the arc of said curve 28.27 feet; thence North 89° 44' 04" East 223.07 feet; thence South 0° 09' 34" West 123.80 feet; thence South 89° 44' 04" West 33.10 feet; thence North 0° 15' 56" West 74.05 feet to a point on a 20.00 foot radius curve to the left; thence Northwesterly along the arc of said curve 31.42 feet; thence South 89° 44' 04" West 188.04 feet to a point on a 10.00 foot radius curve to the left; thence Southwesterly along the arc of said curve 15.71 feet; thence South 0° 15' 56" East 8.50 feet; thence South 89° 44' 04" West 29.58 feet; thence North 0° 09' 37" East 78.26 feet to the point of beginning.

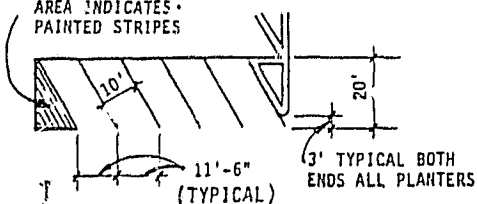
0115pt

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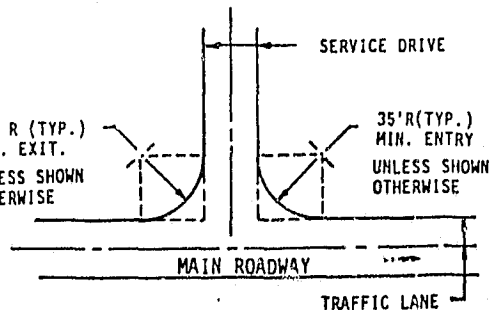
— RECORDER'S MEMO —
LEGIBILITY OF TYPING OR PRINTING
UNSATISFACTORY IN THE DOCUMENT
WHEN RECEIVED

CROSS HATCHED
AREA INDICATES
PAINTED STRIPES



(A) PARKING DETAIL

35' R (TYP.)
MIN. EXIT.
UNLESS SHOWN
OTHERWISE




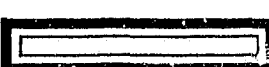





(B) CURB CUT DETAIL

GENERAL NOTES

- Drawn W/out Benefit of Survey
- No Truckwells, Natural Dock Only
- Parking Requirement:
1/200th BUILDING AREA - RETAIL
- Building Setbacks:
25' @ STREETS
0' @ MILL CREEK
- Landscape Requirements:
10' MIN BUFFER @ STREETS
10% SITE AREA
- Zoning Requirement:
Existing - COMMERCIAL
Required - OAAK

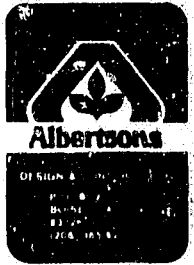
LEGEND

- Property Line 
- Parcel Line 
- Expansion Limit Line 
- Building Area 
- Heavy Duty Asphalt Area 
- BUILDINGS ENVELOPE LINE 
- EMPLOYEE PARKING 

DIVISIONS
 2-10-89 RAC
 INC. 200' x 10'
 41ST ST, SOUTH
 RD, PARKING, AND
 TRUCKWELL PADLAYS
 AND ROW. DED.
 2-23-89 RAC
 SHIP AND SHIP
 101 SOUTH, REV.
 PARCELS, AND
 COA, ALSO SHIP
 & TRUCK PARKING
 2-24-89 RAC
 CHHUBB RD
 E-HOUST 'A'
 3-1-89 RAC
 CORRECT CHANGE
 PRO VI DED @ &
 LEAD EXPLANT LINE
 CO SHIPS 'A'
 3-28-89 RAC
 REV. SHIP & PAD
 1/2 @, PARKING,
 ART ALSO.
 9-26-89 RAC
 REV. REV 'A'
 SHIPS 'A', ALL KILL
 CHANGE @ CHANNEL
 REV. PARCELS.
 10-02-89 RAC
 REV. H.C. LOCATION
 @ SHIP 'A', AND
 CENTER MAN. SHIP

WEST
 I/P
 TRS
 CRH
 HRC
 JTC

SITE PLAN

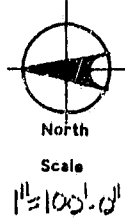


-- RECORDER'S MEMO --
 LEGIBILITY OF TYPING OR PRINTING
 UNSATISFACTORY IN THE DOCUMENT
 WHEN RECEIVED

PROJECT
 200
 WEST
 STREET
 @
 500'
 SOUTH
 STREET

E# 871276 BK 1316 PG 643

EXHIBIT 'A' SITE PLAN



TOTAL GROSS BUILDING AREA	65,437 #
TOTAL CARPARKS REQUIRED	328
TOTAL CARPARKS PROVIDED	328
TOTAL CARPARKS W/IN 200' RAD.	143
TOTAL SITE AREA	284,014 #±

BEAUTIFUL,
 UTAH
 STORE NO.
 #373

APPROVED	
CHAIRMAN	
VICE-CHM	
PRESIDENT	
EX. VP-S.P.	
SR. VP-CONST.	<i>[Signature]</i> 2/23/89
SR. VP-REG.	

Drawn By: RAC
 Checked By:
 Date: 2-16-89
 Sheet: 1 of 1
 No.