

666904

FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS AND
GRANT OF EASEMENTS AND DEVELOPMENT AGREEMENT

4-L-NMC BLD
39-NMC BLD

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS AND DEVELOPMENT AGREEMENT ("First Amendment") is made as of the 22nd day of December, 1983, by and between GFI Lta. II, a Utah limited partnership ("First Party") and Albertson's, Inc., a Delaware corporation ("Albertson's").

RECITALS:

A. On July 19, 1983 the parties hereto entered into a Declaration of Restrictions and Grant of Easements ("Declaration") covering Parcels 2, 3 and 4 as shown on Exhibit "A" and more particularly described in Schedule I attached hereto and incorporated herein by this reference ("Subject Property"). The Declaration was recorded on July 21, 1983 as Entry Number 646452 in Book 951, Page 475, Records of Davis County, Utah.

B. On July 19, 1983 the parties hereto entered into a Development Agreement covering the Subject Property, which Development Agreement was recorded on July 21, 1983 as Entry Number 646455 in Book 951, Page 524, Records of Davis County, Utah.

C. The parties hereto desire to amend the Declaration and Development Agreement to accommodate certain changes in the Site Plan attached thereto as Exhibit "A".

AGREEMENTS:

1. The Site Plan dated December 19, 1983 attached hereto as Exhibit "A" is hereby substituted for the documents attached as Exhibit "A" to the Declaration and Development Agreement.

2. The second line of Section 2.1 of the Development Agreement is hereby amended to read as follows:

"building having approximately 42,977 square feet of ground floor area"

3. The second line of Section 4.1 of the Development Agreement is hereby amended to read as follows:

"retail shops and offices having approximately 3,090 square feet of ground floor area and 4,380 square feet of second floor area"

4. Section 11.2 of the Development Agreement is hereby amended to read as follows:

"11.2 Each party shall pay to the Project Architect or other billing party its prorata share of the Project Architect's fees for preparing the Site Plans and Specs and establishing the architectural theme of the Shopping Center. Albertson's share of the Project Architect's fees shall

Recorded at request of Foundations Title Co. Fee Paid \$ 1.25
Date MAR 19 1984 at 10 AM CAROL DEAN PAGE Recorder Davis County
By Karen Dan Swenson Deputy Book 982 Page 477

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be Seventy-Four and 93/100ths percent (74.93%). First Party's share of the Project Architect's fees shall be Twenty-Five and 07/100ths percent (25.07%)."

5. Section 2.4(e) of the Declaration is hereby amended to read as follows:

"(e) The total floor area of all buildings on Parcels 3 and 4 shall not exceed 7,470 and 6,910 square feet respectively, with a combined total of 60 parking stalls on Parcels 3 and 4."

6. The last sentence of Section 5.3 (Location Restrictions) of the Declaration is hereby amended to read as follows:

"No stairway, elevator or other public access to the second story of any building constructed on Parcel 3 shall be located within the west one-half (1/2) of the Parcel 3 Building Area, except for a fire exit which will not be open to the public except in the case of an emergency."

7. All other terms and provisions of the Declaration and Development Agreement are hereby confirmed and ratified in full except to the extent inconsistent herewith.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day, month and year first above written.

Albertson's, Inc.,
a Delaware corporation

FIRST PARTY:
GFI Ltd. II, a Utah
limited partnership

BY: Thomas R. Saldin
Vice President & General Counsel

BY: [Signature]
General Partner

BY: Carol J. Wood
Secretary

STATE OF IDAHO)
) ss.
County of Ada)

On this 22nd day of December, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas R. Saldin and Minnie O. Armstrong, to me known to be the Vice President and General Counsel and the Secretary, respectively, 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 they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

My commission expires:

12/31/84

Clairdea C. Medlin
Notary Public in and for the
State of Idaho.
Residing at Boise, Idaho.

STATE OF Utah)
County of Salt Lake) ss.

On this 27 day of February, ¹⁹⁸⁴~~1983~~, before me, the undersigned, a Notary Public in and for said State, personally appeared G. Walter Gasser to me known to be a General Partner of GFI Ltd. II, a Utah 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:

Jan. 1, 1988

Chendenhall
Notary Public in and for the
State of Utah
Residing at Salt Lake City

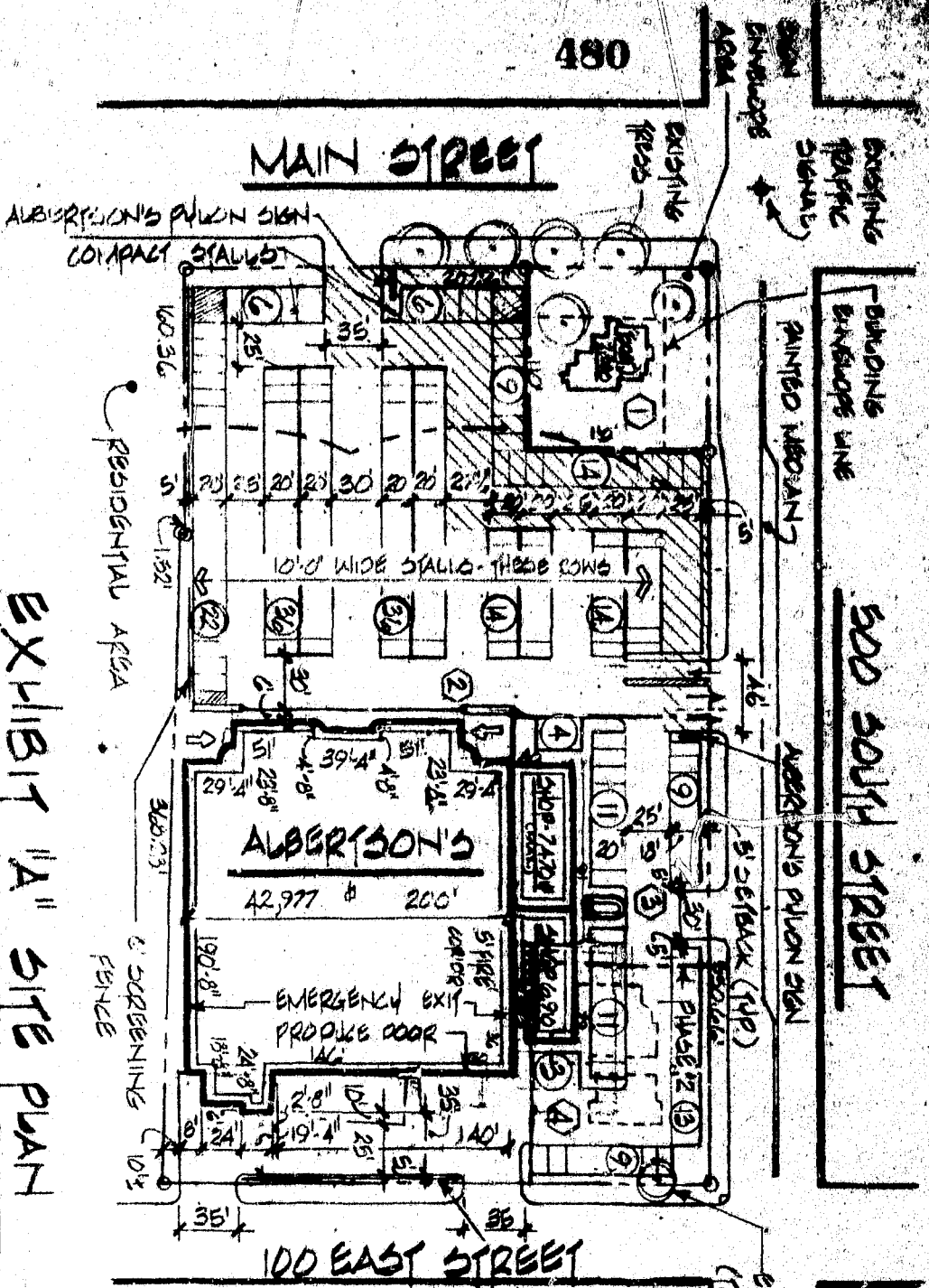


EXHIBIT 'A' SITE PLAN

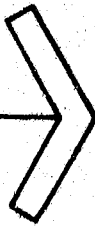
TOTAL BUILDING AREA 59,857 sq ft
 TOTAL CARPARKS 217 (-22)
 CARPARKS REQUIRING 239
 CARPARKS WITH 200' R 110

GENERAL NOTES:

- DRAW WITH BENEFIT OF SURVEY
- PARKING REQUIREMENT SHOWN @ 15% ALL FOR 200' OF NET FLOOR AREA (80% GROSS)
- BUILDING SETBACKS ARE:
 FRONT: 25' SIDE: 25' REAR: 25' ADJACENT TO STREET - 8' ADJOINING SIDE PROPERTY A 5'0" SETBACK IS PREFERRED.
- ALL LANDSCAPING SUBJECT TO DESIGN REVIEW
- PARCEL BOUNDARY
- PERMANENT ACCESS
- BUILDING UNIT LINE
- PARCEL NUMBER
- PARCEL # 4 IS 11' PHASE TWO

12-19-83 P.S. 20' PER EASEMENT, 20' PER SHIP, 20' PER MAX, REVISE TO 20' PER SHIP, 20' PER MAX, REVISE TO 20' PER SHIP, 20' PER MAX, REVISE TO 20' PER SHIP.

10-21-83 P.S. 41' PER SHIP, 41' PER SHIP, 41' PER SHIP, 41' PER SHIP, 41' PER SHIP, 41' PER SHIP, 41' PER SHIP, 41' PER SHIP, 41' PER SHIP, 41' PER SHIP.



SCALE: 1"=100'0"

0-10-83 P.S. 20' PER SHIP, 20' PER SHIP, 20' PER SHIP, 20' PER SHIP, 20' PER SHIP, 20' PER SHIP, 20' PER SHIP, 20' PER SHIP, 20' PER SHIP, 20' PER SHIP.

REVISIONS
 6-20-83 P.S. 20' PER SHIP, 20' PER SHIP, 20' PER SHIP, 20' PER SHIP, 20' PER SHIP, 20' PER SHIP, 20' PER SHIP, 20' PER SHIP, 20' PER SHIP, 20' PER SHIP.

SITE PLAN



PROJECT S.E.C. of 500 SOUTH STREET & MAIN STREET
 BOUNTEFUL, UTAH
 STORE NO. #261

APPROVED	
MICHAEL BOLINDER	6/9/83
MICHAEL CARLEY	6/9/83
MICHAEL HINERKER	6/9/83

Drawn By: P.D.S.
 Checked By: [Signature]
 Date: 6/9/83

Schedule I

Parcel No. 1:

Beginning at the Southeast corner of the intersection of Main Street and 500 South Street in Bountiful City, Utah, said point of beginning being South $89^{\circ}48'05''$ West 373.89 feet from the Northeast corner of Lot 4, Block "L", North Millcreek Plat, Bountiful Townsite Survey and running thence North $89^{\circ}48'05''$ East along the South line of 500 South Street 110.00 feet; thence South $0^{\circ}11'05''$ East 110.00 feet; thence South $89^{\circ}48'05''$ West 110.00 feet to the East right-of-way line of Main Street; thence North $0^{\circ}11'05''$ West along said East line 110.00 feet to the point of beginning. Contains 12,100.00 square feet or 0.278 acres.

Parcel No. 2:

Beginning at a point on the South right-of-way line of 500 South Street, said point being North $89^{\circ}48'05''$ East 110.00 feet from the Southeast corner of the intersection of Main Street and 500 South Street in Bountiful City, Utah, and said point of beginning also being South $89^{\circ}48'05''$ West 263.89 feet from the Northeast corner of Lot 4, Block "L", Bountiful Townsite Survey and running thence North $89^{\circ}48'05''$ East along said South line 158.52 feet; thence South $0^{\circ}10'30''$ East 121.04 feet; thence North $89^{\circ}49'30''$ East 178.36 feet; thence North $0^{\circ}10'30''$ West 9.30 feet; thence North $89^{\circ}48'05''$ East 81.52 feet to the West right-of-way line of 100 East Street; thence South $0^{\circ}10'30''$ East along said West right-of-way line 222.52 feet to an extension of the North line of Millstream Garden Apartments; thence North $87^{\circ}52'35''$ West along said extension and North line of said Millstream Garden Apartments 368.28 feet to the Northwest corner of said apartments; thence North $0^{\circ}43'18''$ East 1.52 feet to that certain old fence line described in Decree No. 613/1, recorded in Book "F" of Decrees, Page 136 in the Davis County Recorders Office; thence West along said fence line 160.36 feet to the East line of Main Street; thence North $0^{\circ}11'05''$ West along said East line 207.32 feet; thence North $89^{\circ}48'05''$ East 110.00 feet; thence North $0^{\circ}11'05''$ West 110.00 feet to the point of beginning. Contains 128,404.36 square feet or 2.948 acres.

together with the following described real property:

Beginning at a point on the West right-of-way line of 100 East Street, said point being South $0^{\circ}10'30''$ East 111.80 feet from the Southwest corner of the intersection of 500 South Street and 100 East Street in Bountiful City, Utah, said point of beginning also being North $89^{\circ}48'05''$ East 154.515 feet and South $0^{\circ}10'30''$ East 111.80 feet from the Northeast corner of Lot 4, Block "L", North Millcreek Plat, Bountiful Townsite Survey, and running thence North $89^{\circ}48'05''$ East 19.30 feet to a point 1.0 foot West of a concrete sidewalk; thence South $0^{\circ}10'30''$ East parallel with and 1.0 foot perpendicularly distant Westerly from said sidewalk for a distance of 223.30 feet to an extension of the North line of Millstream Garden Apartments; thence North $87^{\circ}52'35''$ West along said extension 19.32 feet to the West right-of-way line of said 100 East Street; thence North $0^{\circ}10'30''$ West along said West right-of-way line 222.52 feet to the point of beginning. Contains 4303.1 square feet or 0.099 acre.

Parcel No. 3:

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4-L-NMC B74

Beginning at a point on the South right-of-way line of 500 South Street, said point being North 89°48'05" East 268.52 feet from the Southeast corner of the intersection of Main Street and 500 South Street in Bountiful City, Utah, and said point of beginning also being South 89°48'05" West 105.37 feet from the Northeast corner of Lot 4, Block "L", Bountiful Townsite Survey, and running thence North 89°48'05" East along said South line 149.36 feet; thence South 0°10'30" East 111.80 feet; thence North 89°48'05" East 29.00 feet; thence South 0°10'30" East 9.30 feet; thence South 89°49'30" West 178.36 feet; thence North 0°10'30" West 121.04 feet to the point of beginning. Contains 18,353.93 square feet or 0.421 acres.

Parcel No. 4:

39-NMC B74

Beginning at a point on the South right-of-way line of 500 South Street, said point being North 89°48'05" East 417.88 feet from the Southeast corner of the intersection of Main Street and 500 South Street in Bountiful City, Utah, and said point of beginning also being North 89°48'05" East 43.99 feet from the Northeast corner of Lot 4, Block "L", Bountiful Townsite Survey, and running thence North 89°48'05" East along said South line 110.525 feet to the Southwest corner of the intersection of 500 South Street and 100 East Street; thence South 0°10'30" East along the West right-of-way line of said 100 East Street 111.80 feet; thence South 89°49'30" West 110.525 feet; thence North 0°10'30" West 111.80 feet to the point of beginning. Contains 12,356.695 square feet or 0.284 acres.

and the following described real property:

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Beginning at the Southwest corner of the intersection of 500 South Street and 100 East Street in Bountiful City, Utah, said point of beginning also being North 89°48'05" East 154.515 feet from the Northeast corner of Lot 4, Block "L", North Millcreek Plat, Bountiful Townsite Survey, and running thence North 89°48'05" East 19.30 feet to a point 1.0 foot West of a concrete sidewalk; thence South 0°10'30" East parallel with and 1.0 foot perpendicularly distant Westerly from said sidewalk for a distance of 111.80 feet; thence South 89°48'05" West 19.30 feet to the West right-of-way line of said 100 East Street; thence North 0°10'30" West along said West right-of-way line 111.80 feet to the point of beginning. Contains 2157.7 square feet or 0.050 acres.