

Exh. 4-2-77m
27-27-27m

SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND
GRANT OF EASEMENTS (PARCEL 1) AND
COMMON AREA MAINTENANCE AGREEMENT

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND
GRANT OF EASEMENTS (PARCEL 1) AND COMMON AREA MAINTENANCE
AGREEMENT ("Second Amendment") is made and entered into as of the 31st
day of May, 1984, by and among **George S. Diumentii II** and
Thomas C. Mabey ("First Party"), **GFI Ltd. II**, a Utah limited partnership
("GFI") 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 (Parcel 1) ("Declaration") covering
Parcels 1, 2 and 3 as shown on Exhibit "A" and more particularly described
in Schedule I attached hereto and incorporated herein by this reference.
The Declaration was recorded on July 21, 1983 as Entry Number 646453 in
Book 951, Page 497, Records of Davis County, Utah.

B. On July 19, 1983 the parties hereto entered into a Common Area
Maintenance Agreement ("CAMA") covering Parcels 1, 2, 3 and 4 as shown
on Exhibit "A" and more particularly described in Schedule I attached
hereto. The CAMA was recorded on July 21, 1983 as Entry Number 646454
in Book 951, Page 508, Records of Davis County, Utah.

C. On December 22, 1983 the parties hereto entered into a First
Amendment to Declaration of Restrictions and Grant of Easements (Parcel 1)
and Common Area Maintenance Agreement ("First Amendment") amending the
Declaration and CAMA. The First Amendment was recorded on March 19,
1984 as Entry Number 666905 in Book 982, Page 483, Records of Davis
County, Utah.

D. The parties hereto desire to further amend the CAMA and the
Declaration to make certain changes in the Site Plan attached thereto as
Exhibit "A" and in the legal description of the "Permanent Access Easement"
shown on Exhibit "A".

AGREEMENTS:

1. The Site Plan dated March 9, 1984 attached hereto as Exhibit "A"
is hereby substituted for the Site Plan dated December 19, 1983 attached as
Exhibit "A" to the CAMA and Declaration pursuant to the provisions of the
First Amendment.

Recorded at request of *Albertson's, Inc.* Fee Paid \$ 12.00
Date NOV 9 1984 at 12:30 PM CAROL DEAN PAGE Registrar Davis County
By *Theresa Henderson* Deputy Book 1012 Page 1005

- Platted
- Abstracted
- On Margin
- Indexed
- Compared
- Entered

11-0-13-84 20
Theresa Henderson 83726

2. The legal description of the "Permanent Access Easement" attached hereto as Schedule II is hereby substituted for the legal description attached as Schedule II to the Declaration.

3. All other terms and provisions of the CAMA and Declaration, as amended by the First Amendment, are hereby confirmed and ratified in full except to the extent inconsistent herewith.

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

Albertson's, Inc.,
a Delaware corporation

FIRST PARTY:

BY: Thomas R. Adair Senior Vice President George S. Diamenti II

BY: Miriam O. Combs Secretary Thomas C. Mabey

GFI Ltd. II,
a Utah limited partnership

BY: Walter [Signature]
General Partner

STATE OF IDAHO)
) ss.
County of Ada)

On this 11th day of November, 1984, 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 Senior Vice President 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:

10/30/84

Wendell W. Middleton
Notary Public in and for the
State of Idaho.
Residing at Boise, Idaho.

STATE OF UTAH)
) ss.
County of SALT LAKE)

On this 30th day of October, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared C. WALTER GASSER to me known to be a General Partner of GFI Ltd. II, 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:

11/09/87

James L. [Signature]
Notary Public in and for the
State of UTAH
Residing at SALT LAKE CITY

STATE OF UTAH)
County of DAVIS) ss.

On this 26 day of June, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared **George S. Diumentii II**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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.

My commission expires:

1-29-87

W. P. Jensen
Notary Public in and for the
State of Utah
Residing at Davis

STATE OF UTAH)
County of DAVIS) ss.

On this 26 day of June, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared **Thomas C. Mabey**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he 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.

My commission expires:

1-29-87

W. P. Jensen
Notary Public in and for the
State of Utah
Residing at Davis

500 SOUTH STREET

100 EAST STREET

MAIN STREET

ADDITIONAL PULSON SIGN

PAINTED MEDIAN

EXISTING TRAFFIC SIGNAL

SIGN ENVELOPE AREA

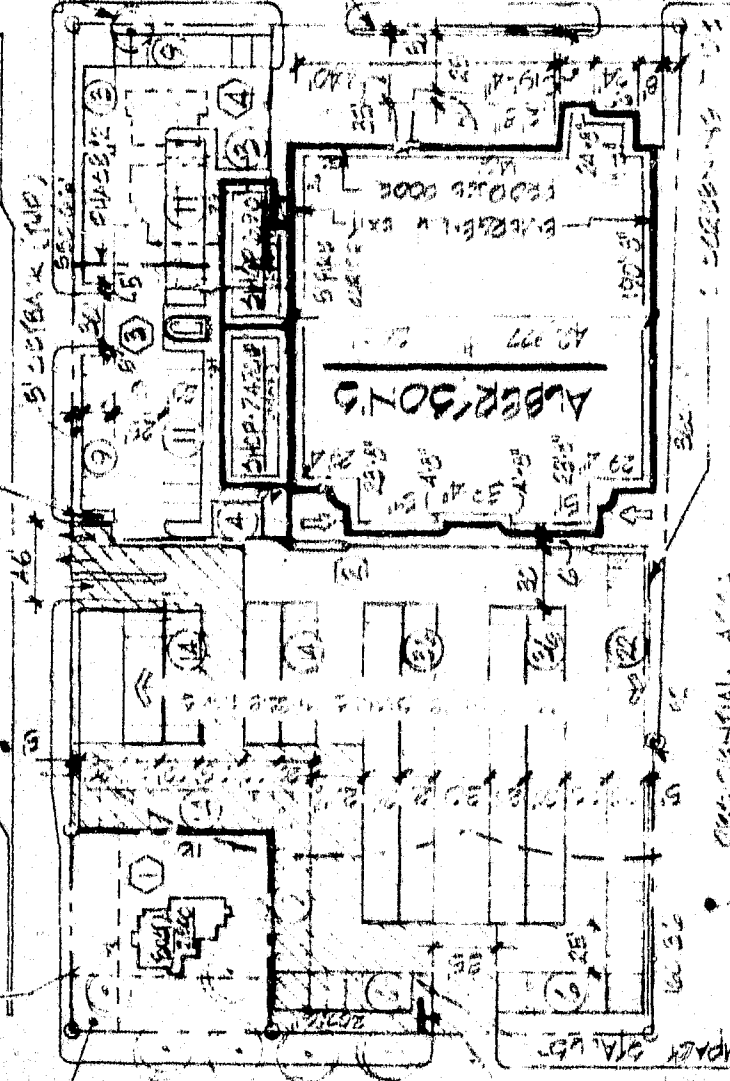


EXHIBIT 'A' SITE PLAN

- 10' MIN BUILDING SETBACK
- 10' MIN CARPARK SETBACK
- 10' MIN SIDEWALK SETBACK
- 10' MIN SIDEWALK SETBACK



SCALE 1" = 100'-0"

11-17-25 DEB AD P&S 5' SETBACK REVISED 20' SETBACK REVISED 20' SETBACK	11-15-24 DEB AD P&S 5' SETBACK REVISED 20' SETBACK REVISED 20' SETBACK	11-15-24 DEB AD P&S 5' SETBACK REVISED 20' SETBACK REVISED 20' SETBACK	11-15-24 DEB AD P&S 5' SETBACK REVISED 20' SETBACK REVISED 20' SETBACK
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GENERAL NOTES:

- DRAINAGE BENEFIT OF SURVEY
- PARKING REQUIREMENT SHOWN @ 15 SPACES FOR 20,000 SQ FT NET FLOOR AREA (SEE SPEC)
- BUILDING SETBACKS ARE: FRONT: 25' SIDE: 25' REAR: 25' ADJACENT TO STREET - SIDEWALKING TO BE OCCUPIED BY 5'-0" SIDEWALK TO BE PROVIDED.
- ALL LANDSCAPING SURVEYS TO BE FOR REVIEW
- PARCEL BOUNDARY
- PERMANENT ACCESS EASEMENT
- BUILDING LIMIT LINE
- PARCEL NUMBER
- PARCEL # 1 IS "PHASE TWO"

11-15-24 DEB AD P&S 5' SETBACK REVISED 20' SETBACK REVISED 20' SETBACK	11-15-24 DEB AD P&S 5' SETBACK REVISED 20' SETBACK REVISED 20' SETBACK	11-15-24 DEB AD P&S 5' SETBACK REVISED 20' SETBACK REVISED 20' SETBACK	11-15-24 DEB AD P&S 5' SETBACK REVISED 20' SETBACK REVISED 20' SETBACK
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SITE PLAN



PROJECT 2524
OF 500 SOUTH
STREET &
MAIN STREET

SCHEMATIC
PLAN
STORE NO
#361

Drawn By: D.P.S.	Checked By:	Date: 6/9/25	Sheet: 01	No:
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APPROVED				
DESIGNER	REVIEWER	APPROVER	DATE	NO.

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 81.525 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. 61341, 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 111.30 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:

03-036-13

39-NMC Btfl.

4 L NMC Btfl.

Beginning at a point on the South right-of-way line of 500 South Street, said point being North $89^{\circ}48'05''$ 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 $89^{\circ}48'05''$ West 105.17 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 149.36 feet; thence South $0^{\circ}10'30''$ East 111.80 feet; thence North $89^{\circ}48'05''$ East 29.00 feet; thence South $0^{\circ}10'30''$ East 9.30 feet; thence South $89^{\circ}49'30''$ West 178.36 feet; thence North $0^{\circ}10'30''$ West 121.04 feet to the point of beginning. Contains 18,353.93 square feet or 0.421 acres.

Parcel No. 4:

03-036-0094

39-NMC Btfl.

Beginning at a point on the South right-of-way line of 500 South Street, said point being North $89^{\circ}48'05''$ 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 $89^{\circ}48'05''$ East 43.99 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 110.525 feet to the Southwest corner of the intersection of 500 South Street and 100 East Street; thence South $0^{\circ}10'30''$ East along the West right-of-way line of said 100 East Street 111.80 feet; thence South $89^{\circ}49'30''$ West 110.525 feet; thence North $0^{\circ}10'30''$ 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:

39-NMC Btfl.

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 $89^{\circ}48'05''$ East 154.515 feet from the Northeast corner of Lot 4, Block "L", North Millcreek Plat, Bountiful Townsite Survey, and running thence North $89^{\circ}48'05''$ 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 111.80 feet; thence South $89^{\circ}48'05''$ West 19.30 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 111.80 feet to the point of beginning. Contains 2157.7 square feet or 0.050 acres.

SCHEDULE II

Beginning at a point on the South right-of-way line of 500 South Street, said point being North 89° 48' 05" East 110.00 feet from the Southeast corner of the intersection of Main Street and 500 South Street in Bountiful City, Utah, said point of beginning also being South 89° 48' 05" West 263.89 feet from the Northeast corner of Lot 4, Block "L", Bountiful Townsite Survey, and running thence North 89° 48' 05" East 46.83 feet along the South right-of-way line of 500 South Street; thence South 0° 10' 30" East 69.47 feet; thence North 89° 49' 30" East 71.67 feet; thence North 0° 10' 30" West 69.50 feet to said South right-of-way line of 500 South Street; thence North 89° 48' 05" East 45.00 feet along said right-of-way line; thence South 0° 10' 30" East 22.52 feet; thence South 89° 49' 30" West 9.00 feet; thence South 0° 10' 30" East 72.00 feet; thence South 89° 49' 30" West 107.67 feet; thence South 0° 10' 30" East 64.91 feet; thence South 89° 49' 30" West 108.79 feet; thence South 0° 10' 30" East 72.50 feet; thence South 89° 49' 30" West 48.00 feet to the East right-of-way line of Main Street; thence North 0° 11' 05" West 121.82 feet along said East right-of-way line of Main Street; thence North 89° 48' 05" East 110.00 feet; thence North 0° 11' 05" West 110.00 feet to the point of beginning. Contains 21,766.1 square feet or 0.500 acre.

*Bo. 4-2-77 MC
Aust 03-036-0095*