

E# 829093 BK 1242 PG B14 #361 - Bountiful  
CAROL DEAN PAGE, DAVIS CNTY RECORDER Bountiful, UT  
1988 JUN 24 4:13 PM FEE 15.50 DEP NEG 5/31/88  
REC'D FOR SECURITY TITLE COMPANY  
AGREEMENT AND THIRD AMENDMENT TO

SECURITY TITLE CO.

Order No. 90234

COMMON AREA MAINTENANCE AGREEMENT

B+1 L-NM

THIS AGREEMENT AND THIRD AMENDMENT TO COMMON AREA MAINTENANCE AGREEMENT ("Third Amendment") is made and entered into as of the 6th day of June, 1988, 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" thereto and more particularly described in Schedule I attached thereto, which 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" thereto and more particularly described in Schedule I attached thereto ("Original Property"), which 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, which First Amendment was recorded on March 19, 1984 as Entry Number 666905 in Book 982, Page 483, Records of Davis County, Utah.

D. On May 8, 1984 the parties hereto entered into a Second Amendment to Declaration of Restrictions and Grant of Easements (Parcel 1) and Common Area Maintenance Agreement ("Second Amendment") amending certain provisions of the Declaration and CAMA, which Second Amendment was recorded November 9, 1984 as Entry Number 687417 in Book 1012, Page 1005, Records of Davis County, Utah.

E. The parties hereto desire to further amend the CAMA, but not the Declaration, to make certain changes in the Site Plan attached to the CAMA as Exhibit "A," in the proportionate Common Area expenses and in the legal description of Parcel 2 of the Original Property to add to said Parcel 2, and to make a part of the property subject to the CAMA, that certain property

described in Schedule I attached hereto and incorporated herein by this reference.

#### AGREEMENTS:

1. The Site Plan dated April 18, 1988 attached hereto as Exhibit "A" and incorporated herein by this reference is hereby substituted for the Site Plan dated March 9, 1984 attached as Exhibit "A" to the CAMA pursuant to the provisions of the Second Amendment.

2. The legal description of Parcel 2 attached hereto as Schedule II and incorporated herein by this reference is hereby substituted for the legal description of said Parcel 2 attached as Schedule I to the CAMA.

3. Sections 7.1(a) and 7.1(b) of the CAMA are hereby amended to read as follows:

"(a) As to those items set forth in Sections 2.1(a), (b), (c) and (d):

|          | Building Area | Percentage |
|----------|---------------|------------|
| Parcel 1 | 5,000         | 7.99%      |
| Parcel 2 | 42,977        | 68.67%     |
| Parcel 3 | 7,600         | 12.14%     |
| Parcel 4 | 7,005         | 11.20%     |
|          | <hr/>         | <hr/>      |
|          | 62,582        | 100.00%    |

(b) As to those items set forth in Sections 2.1(e) and (f):

|          | Building Area | Percentage |
|----------|---------------|------------|
| Parcel 1 | 5,000         | -0- %      |
| Parcel 2 | 42,977        | 74.64%     |
| Parcel 3 | 7,600         | 13.20%     |
| Parcel 4 | 7,005         | 12.16%     |
|          | <hr/>         | <hr/>      |
|          | 62,582        | 100.00%"   |

4. The parties hereto agree that the proportionate share of the total Common Area (as defined in the Declaration) expenses to be borne by each party set forth in Section 7.1 of the CAMA (as amended by paragraph 3 hereof) shall continue to apply notwithstanding the addition of the Additional Property to the property subject to the CAMA; provided, however, that in the event the owner of Parcel 2 erects a building on the Additional Property the proportionate shares set forth in Section 7.1 of the CAMA shall be recalculated and such owner's proportionate share of Common Area expenses shall be increased based upon the total floor area (excluding mezzanines, basements or other areas not utilized for the sale or display of merchandise) of said building.

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

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

Albertson's, Inc.,  
a Delaware corporation

FIRST PARTY:

BY: Thomas R. Saldin  
Senior Vice President

George S. Diamenti II  
George S. Diamenti II

GFI Ltd. II,  
a Utah limited partnership

Thomas C. Mabey  
Thomas C. Mabey

BY: [Signature]  
General Partner

STATE OF IDAHO )  
 ) ss.  
County of Ada )

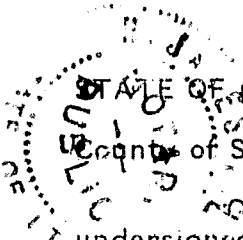
On this 6th day of June, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas R. Saldin, known to be a Senior Vice President of Albertson's, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is 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 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:

5/1/91

Handa Tschigi  
Notary Public in and for the  
State of Idaho  
Residing at Boise, Idaho  
Meridian



STATE OF UTAH )  
 ) ss.  
County of Salt Lake )

On this 2 day of June, 1988, 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, 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:

11/09/91

[Signature]  
Notary Public in and for the  
State of Utah  
Residing at SALT LAKE

STATE OF UTAH )  
 ) ss.  
County of Davis )

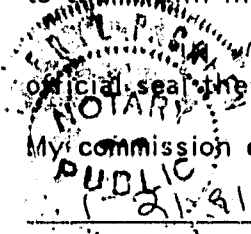
On this 1st day of JUNE, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared George S. Diumentii II, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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:

1-21-91

[Signature]  
Notary Public in and for the  
State of Utah  
Residing at Butte, Ut.

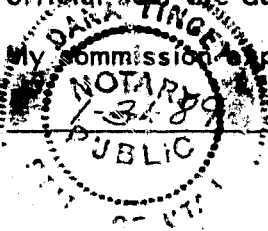


STATE OF UTAH )  
 ) ss.  
County of Davis )

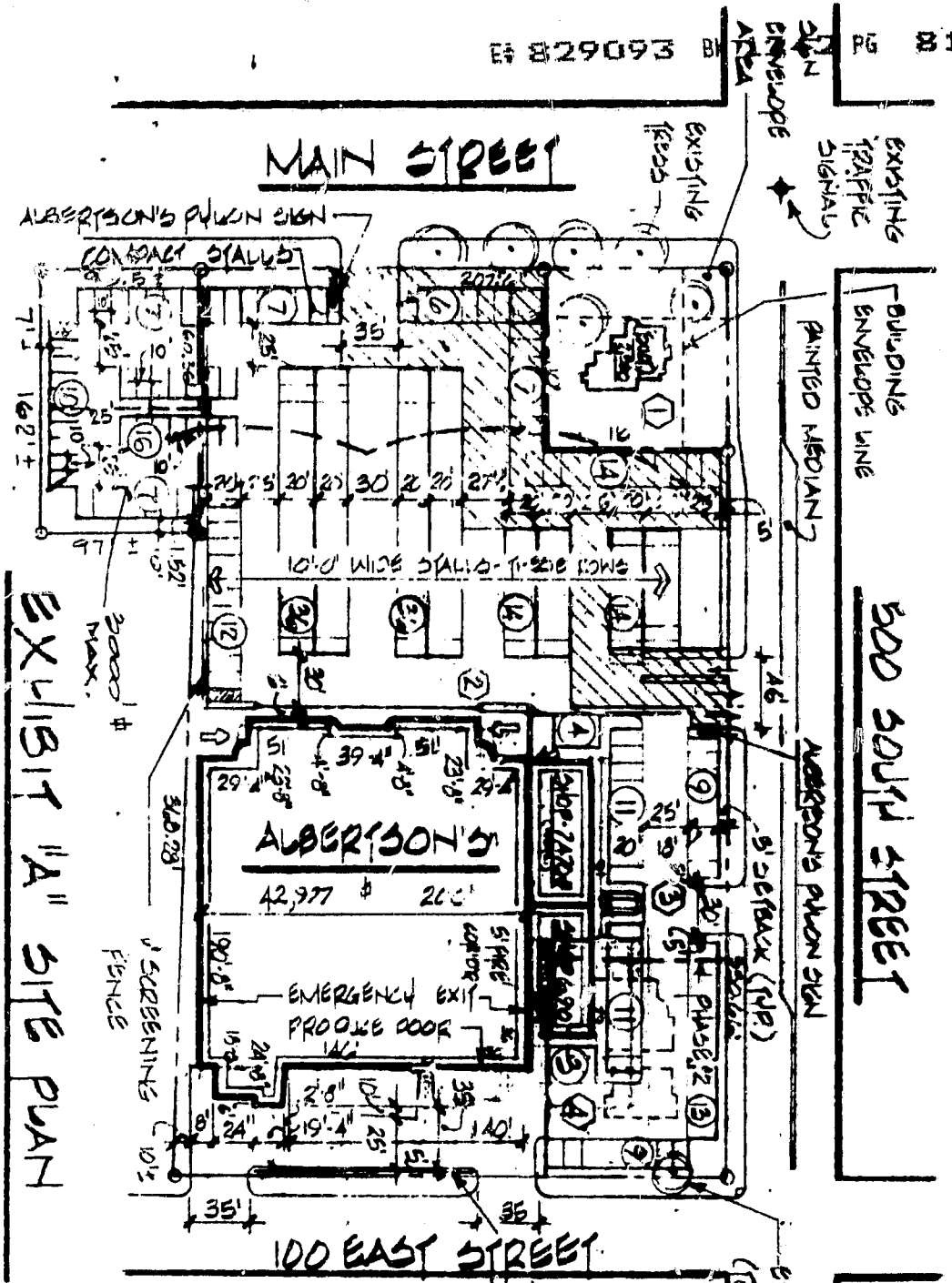
On this 3<sup>rd</sup> day of June, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas C. Mabey, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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:



Dana J. Giles  
Notary Public in and for the  
State of Utah  
Residing at Salt Lake



SCALE: 1" = 100'-0"

**EXHIBIT "A" SITE PLAN**

|                     |              |
|---------------------|--------------|
| TOTAL BUILDING AREA | 59,857 sq ft |
| TOTAL CARPARKS      | 248          |
| CARPARKS PROVIDED   | 239          |
| CARPARKS WITH COVER | 24           |

**GENERAL NOTES:**

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

|          |        |                                       |
|----------|--------|---------------------------------------|
| 12-13-85 | D.E.S. | AS PER EXHIBIT 200' OF NET FLOOR AREA |
| 1-15-86  | D.E.S. | REVIEW RE-DRAW                        |
| 1-15-86  | D.E.S. | ADJACENT TO 200' OF NET FLOOR AREA    |
| 2-9-86   | D.E.S. | ADJACENT TO 200' OF NET FLOOR AREA    |
| 3-9-86   | D.E.S. | ADJACENT TO 200' OF NET FLOOR AREA    |

|          |        |           |
|----------|--------|-----------|
| 12-15-85 | D.E.S. | REVISIONS |
| 1-15-86  | D.E.S. | REVISIONS |
| 2-15-86  | D.E.S. | REVISIONS |
| 3-15-86  | D.E.S. | REVISIONS |
| 4-15-86  | D.E.S. | REVISIONS |
| 5-15-86  | D.E.S. | REVISIONS |
| 6-15-86  | D.E.S. | REVISIONS |
| 7-15-86  | D.E.S. | REVISIONS |
| 8-15-86  | D.E.S. | REVISIONS |
| 9-15-86  | D.E.S. | REVISIONS |
| 10-15-86 | D.E.S. | REVISIONS |
| 11-15-86 | D.E.S. | REVISIONS |
| 12-15-86 | D.E.S. | REVISIONS |

**SITE PLAN**

PROJECT 5.6.6.  
of 500 SOUTH  
STREET &  
MAIN STREET  
BOUNTIFUL,  
UTAH  
STORE NO.  
#361

|                  |          |
|------------------|----------|
| Drawn By: P.D.S. | APPROVED |
| Checked By:      |          |
| Date: 6/9/85     |          |
| Sheet            |          |
| Of               |          |

## SCHEDULE I

Beginning at a point on the East line of Main Street, said point being South  $89^{\circ}48'05''$  West 373.89 feet and South  $0^{\circ}11'05''$  East 317.32 feet from the Northeast corner of Lot 4, Block "L", North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful, said point of beginning also being South 874.08 feet and West 2183.26 feet from the Northeast corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, as established by the Davis County Surveyor, and running thence South  $0^{\circ}11'05''$  East along the East line of Main Street 96.50 feet; thence South  $88^{\circ}26'20''$  East along an old fence line 113.84 feet; thence South  $0^{\circ}43'18''$  West 0.66 foot to a corner of the Millstream Garden Apartments property; thence North  $89^{\circ}49'40''$  East (North  $89^{\circ}50'45''$  East per Millstream Garden Apartments) along said property 45.0 feet; thence North  $0^{\circ}43'18''$  East (North  $0^{\circ}44'23''$  East per Millstream Garden Apartments) along said property 100.13 feet; thence West 160.36 feet to the point of beginning, containing 0.361 acres.

03-036-0060

## Schedule II

The following described real property located in the City of Bountiful, County of Davis, State of Utah, to-wit:

Beginning at a point on the South right of way line of 500 South Street, said point being North  $89^{\circ}48'05''$  East 110.0 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 110.0 feet; thence North  $0^{\circ}11'05''$  West 110.0 feet to the point of beginning. Containing 128,404.36 square feet or 2.948 acres.

together with the following described real property: *03-036-0095*

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. Containing 4303.1 square feet or 0.099 acre. *03-036-0095*

together with the following described property:

Beginning at a point on the East line of Main Street, said point being South  $89^{\circ}48'05''$  West 373.89 feet and South  $0^{\circ}11'05''$  East 317.32 feet from the Northeast corner of Lot 4, Block "L", North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful, said point of beginning also being South 874.08 feet and West 2183.20 feet from the Northeast corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, as established by the Davis County Surveyor, and running thence South  $0^{\circ}11'05''$  East along the East line of Main Street 96.50 feet; thence South  $88^{\circ}26'20''$  East along an old fence line 113.84 feet; thence South  $0^{\circ}43'18''$  West 0.66 foot to a corner of the Millstream Garden Apartments property; thence North  $89^{\circ}49'40''$  East (North  $89^{\circ}50'45''$  East per Millstream Garden Apartments) along said property 45.0 feet; thence North  $0^{\circ}43'18''$  East (North  $0^{\circ}44'23''$  East per Millstream Garden Apartments) along said property 100.13 feet; thence West 160.36 feet to the point of beginning, containing 0.361 acre.

*03-036-0060*