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BKL Byle nmc

03-036-0115 to 0118

**After Recording, Return to:**

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

E 1982318 B 3528 P 1082  
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER  
2004 APR 28 3:05 PM FEE 27.00 DEP MEC  
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

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RESPONSIBILITY FOR VALIDITY, SUFFICIENCY  
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**FIRST AMENDMENT TO  
DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS**

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

**RECITALS**

A. Albertson's and CPI/Bountiful Limited Partnership, an Idaho limited partnership, entered into that certain Declaration of Restrictions and Grant of Easements dated October 2, 1989, and recorded October 4, 1989, as Entry No. 871276, in Book 1316, beginning at Page 618, official records of Davis County, Utah (the "Declaration"), with regard to that certain real property more particularly described therein ("Shopping Center").

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

**AMENDMENTS**

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

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

3. The legal description attached to the Declaration as Schedule II is hereby deleted.

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

FIRST AMENDMENT TO DECLARATION OF  
RESTRICTIONS AND GRANT OF EASEMENTS - 1

ABS #373, Bountiful, Utah

M&M 125 720 01/15/04

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5. Section 1.1(e) of the Declaration is hereby amended in its entirety to read as follows: E 1982318 B 3528 P 1083

“(e) “Consenting Owner”: The Owner of Parcel 2; provided, however, that in the event the Owner of Parcel 2 sells said 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.”

All references in the Declaration to the term “Consenting Owners” are hereby deleted and the term “Consenting Owner” is substituted therefor.

6. Section 1.1(g) of the Declaration is hereby amended in its entirety to read as follows:

“(g) “Expansion Area”: All those areas on Parcel 2 located within the “Expansion Limit Line” shown on Exhibit “A”.”

7. Section 1.1(h) of the Declaration, being the definition of “First Party”, is hereby deleted. All references to “First Party” in the Declaration (including, without limitation, all approval and consent rights of First Party) are also deleted.

8. All references in the Declaration to “Parcel 1” are hereby deleted.

9. The last sentence of Section 2.2 of the Declaration is hereby deleted.

10. The first sentence of Section 2.3(d) of the Declaration is hereby deleted.

11. Section 3.5 of the Declaration is hereby deleted.

12. Section 4.3(a) of the Declaration is hereby amended to delete all references therein to the Owner of Parcel 1 having the right, with respect to the Center Pylon Signs, to substitute a Shopping Center designation for any one of its business designations, and to delete any reference to any such Shopping Center designation being the top designation on the Center Pylon Signs.

13. The first sentence of Section 4.3(c) of the Declaration is hereby amended to recognize (and to authorize) that a free-standing monument sign has been constructed at the northwest corner of the Shopping Center, in the location designated “Center Monument Sign” on Exhibit “A”. The Center Monument Sign shall designate only the name of the Shopping Center with no reference to any occupant of, or business in, the Shopping Center.

14. Section 4.5 of the Declaration is hereby amended in its entirety to read as follows:

“4.5 Outside 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) the Common Area shall be promptly restored to its condition immediately prior to said sale at the sole cost and expense of the Owner or occupant of Parcel 2, and (ii) sales shall not unreasonably interfere with the free movement of vehicular traffic within the Shopping Center or with access to or from the Shopping Center, or any part thereof.”

15. Section 5.3 of the Declaration is hereby amended in its entirety to read as follows:

“5.3 Location Restrictions: 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. The total floor area of all medical, dental, professional and business offices located on Parcels 3 and 4 shall not exceed 5,000 square feet. No part of Parcel 3 or 4 shall be used for dry cleaning operations (as opposed to the drop-off and pick-up of dry cleaned clothing, to which this restriction does not apply).”

16. Section 6.1 of the Declaration is hereby amended to add an additional sentence to the end thereof, reading as follows:

“Notwithstanding the foregoing, the Restrictions in Sections 5.1 and 5.3 shall be appurtenant to and for the benefit of only Parcel 2 and each part thereof and may be waived in writing by the Owner and Prime Lessee of Parcel 2 (in their sole and absolute discretion) without the joinder of any other person.”

17. Section 6.3 of the Declaration is hereby amended in its entirety to read as follows:

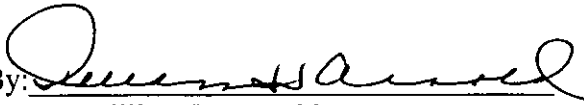
“6.3 Duration: Except as provided herein, the term of this Declaration shall be for a period of sixty-five (65) years (“Primary Period”) from the date hereof. Notwithstanding the foregoing, upon the expiration of the Primary Period, the term of this Declaration shall automatically renew for successive periods of ten (10) years each (each such period being referred to as an “Extension Period”) unless, at least ninety (90) days prior to the date of expiration of the Primary Period or Extension Period then in effect, the Owner of Parcel 2 delivers to the other Owners in the Shopping Center written notice of termination, in which event the Declaration shall automatically expire at the end of the Primary Period or Extension Period then in effect.”

18. This First Amendment shall be recorded in the official records of Davis County, Utah. The execution and acknowledgment of this First Amendment by Albertson's (who is the Owner of all of the Parcels comprising the Shopping Center) satisfies the requirement (set forth in Section 6.5 of the Declaration) that the Owners and the Prime Lessees (of which there are none as of the date hereof) of the Parcels containing (not less than) eighty-five percent (85%) of the total square footage of Building Area in the Shopping Center at the time of this First Amendment consent to the modifications of the Declaration that are set forth in this First Amendment.

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

EXECUTED as of the date first set forth above.

**Albertson's, Inc.,**  
a Delaware corporation

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

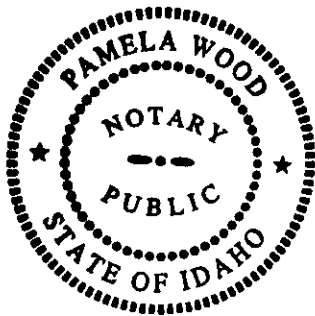
**List of Schedules and Exhibits:**

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

STATE OF IDAHO )  
 ) ss.  
COUNTY OF ADA )

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

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



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

**SCHEDULE I**  
to First Amendment to Declaration of  
Restrictions and Grant of Easements

Legal Description of Shopping Center

Parcel 2

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

Tax Parcel No. 03-036-0115.

AND

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

Tax Parcel No. 03-036-0116.

Parcel 3

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

Tax Parcel No. 03-036-0117.

Parcel 4

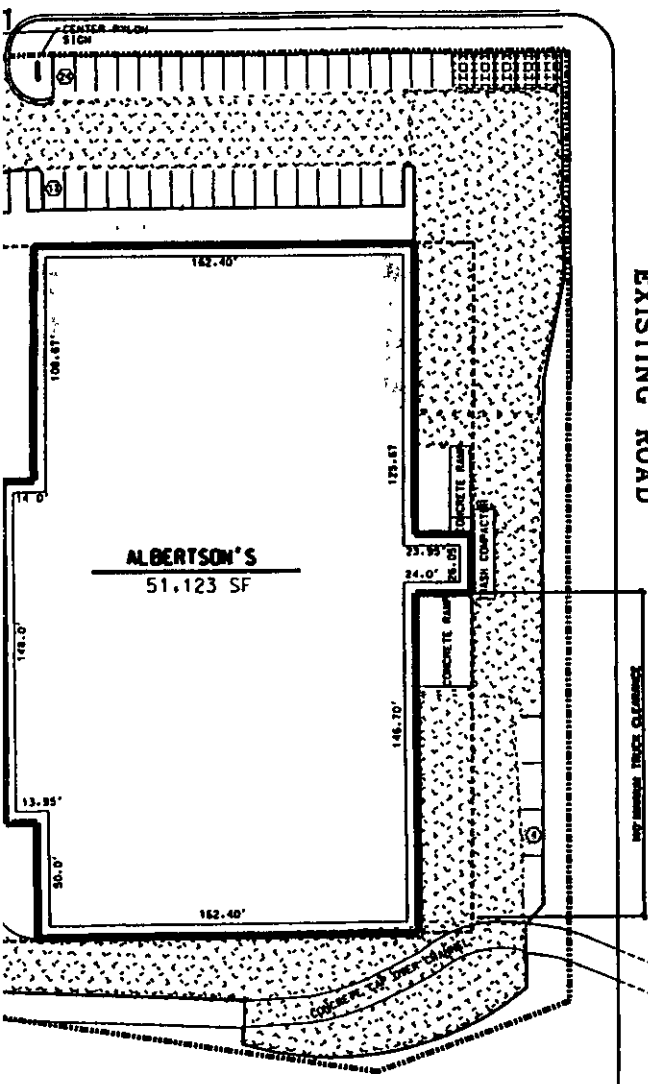
Beginning at a point South 0°09'34" West 278.93 feet from the Northwest corner of Block "L", North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful, and running thence North 89°44'01" East 173.54 feet; thence South 0°09'34" West 161.09 feet; thence South 86°28'33" West 43.63 feet;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

Tax Parcel No. 03-036-0118.

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

1088

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EXISTING ROAD

**LEGEND**

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

*DMB*

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



**EXHIBIT "A" SITE PLAN**

TOTAL GROSS BUILDING AREA	63,673 S.F.
TOTAL CARPARKS REQUIRED	319 (1/200)
TOTAL CARPARKS PROVIDED	321 (+2)
TOTAL SITE AREA (AFTER 17 F.L.O.W. DEDICATION)	278,801 S.F. (6.35 AC)

**GENERAL NOTES**

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



PROJECT  
SEC 200 WEST STREET & 500 SOUTH STREET

BOUNTFUL UTAH

STAMP NO  
**333**

DRAWN  CHECKED

DATE

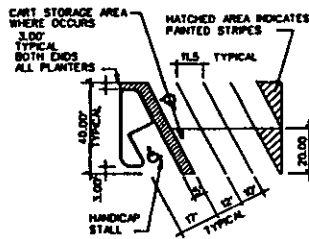
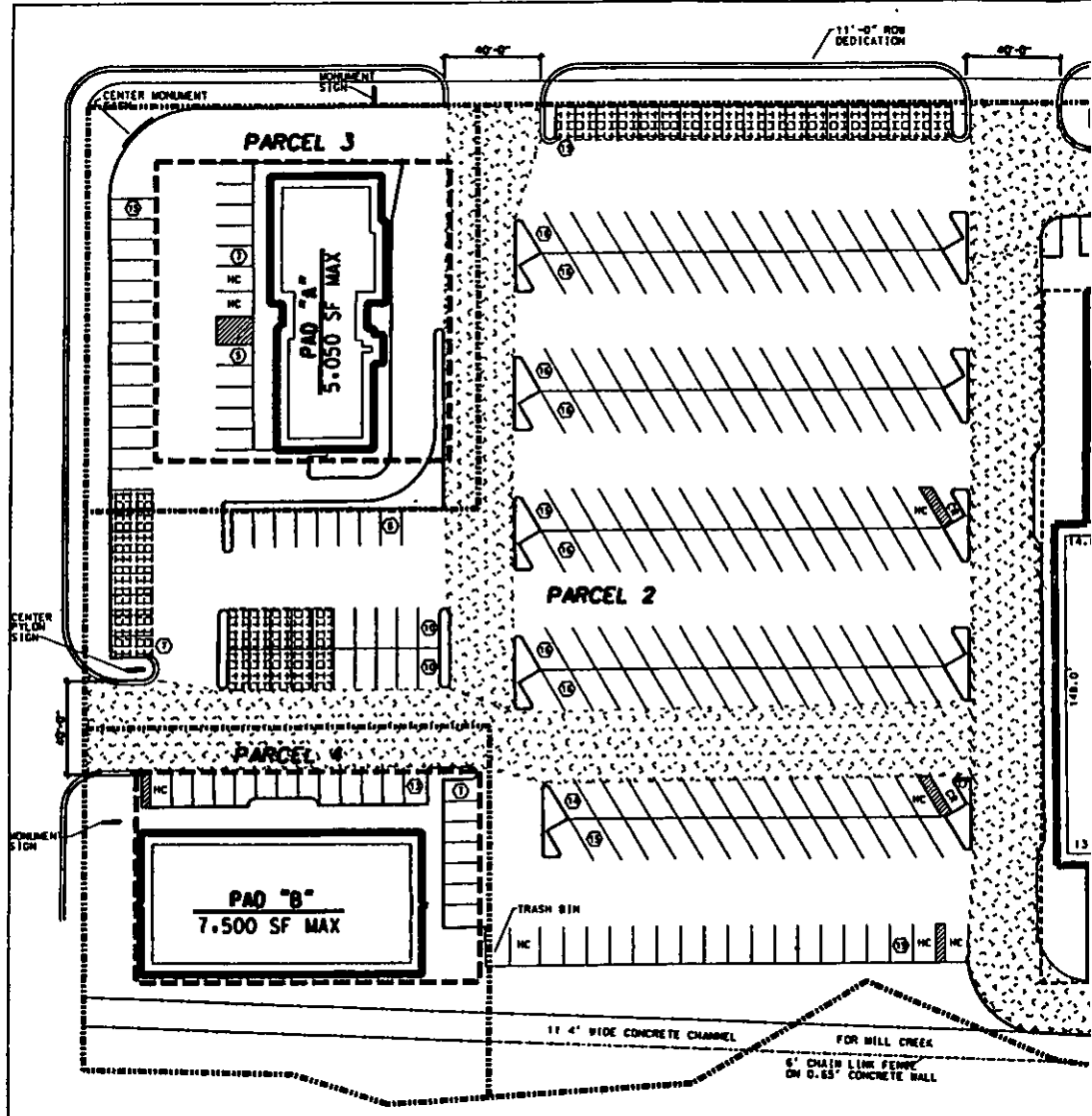
SHEET TITLE  
**EXHIBIT "A"**

SHEET  
**1.1**

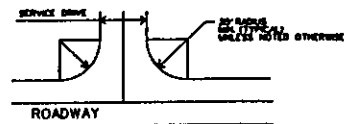
500 SOUTH STREET

EXISTING TRAFFIC SIGNAL

200 WEST STREET



**A** PARKING DETAIL  
17'-0"



**B** CURB CUT DETAIL  
10'-0"