FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS

This First Amendment to Declaration of Restrictions and Grant of Easements is entered into this <u>anth</u> day of <u>hovember</u>, 1991, by and between ROY CITY CENTRE REALTY LIMITED, a Utah limited partnership ("First Party"), and ALBERTSON'S, INC., a Delaware corporation ("Albertson's"), and PAYLESS DRUG STORES NORTHWEST, INC., a Maryland corporation ("Second Party").

WITNESSETH:

WHEREAS, First Party and Albertson's, on July 30, 1991, entered into a Declaration of Restrictions and Grant of Easements relating to the Roy City Shopping Center ("Shopping Center") located in the City of Roy, County of Weber, State of Utah, and more particularly described in the attached Exhibit "A". Said Declaration of Restrictions and Grant of Easements is referred to herein as the "DEC" and was recorded in the Weber County Recorder's Office on July 31, 1991, as Entry No. 1147261, Book 1604, Page 1990; and

WHEREAS, Second Party desires to lease parcel 4 of the Shopping Center and to become a party to the DEC; and

WHEREAS, First Party and Albertson's agree that Second Party may become a party to the DEC subject to the terms and conditions of this First Amendment to the DEC.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the recitals above being incorporated herein by this reference, the parties agree as follows:

- 1. Article I ("Preliminary"), Second 1.1(g) ("Consenting Owners"), is hereby amended to read and provide as follows:
 - "(g) 'Consenting Owners': The Owners of Parcels 1, 2 and 4; 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 a 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; and provided further that Second Party is hereby appointed to cast a vote or give the consent for Parcel 4 on behalf of the Owner thereof for so long as Second Party shall lease all of Parcel 4."
- 2. Article I ("Preliminary") is hereby further amended by the addition of a new section following Section 1.1(s) as follows:

PLATTED CO VERIFIED CO

E# 1172860 BK1622 PG2929
DOUG CROFTS, WEBER COUNTY RECORDER
03-APR-92 928 AM FEE \$26.50 DEP MH
REC FOR: GLEN_ROBERTS

A COMP

- "1.1(t) 'Second Party': PayLess Drug Stores Northwest, Inc., a Maryland corporation, whose current address is 9275 S.W. Peyton Lane, Wilsonville, Oregon 97070-9984.
- 3. Article IV ("Operation of Common Area"), Section 4.2 ("Employee Parking"), is amended to read and provide as follows:
 - "4.2 Employee Parking: Anything in this Declaration to the contrary notwithstanding, upon the request of any Consenting Owners, specific areas to be used for motor vehicle parking by employees of occupants of the Shopping Center shall be designated within the Shopping Center from time to time with the prior written consent of the Consenting Owners as to the areas to be so designated, such consent not to be unreasonably withheld. Employees of any Owner or occupant of any part of the Shopping Center shall use only those portions of the Common Area so designated for such motor vehicle parking purposes. In no event shall employees park within two hundred (200) feet of the front doors of any building located on Parcel 2 and 4. The authority herein granted shall be exercised in such manner as not to discriminate against any Owner or occupant of the Shopping Center."
- 4. Article IV ("Operation of Common Area"), Section 4.3 ("Signs"), is amended to read and provide as follows:

"4.3 Signs:

(a) Subject to governmental approval, free-standing signs shall be erected at each of the two locations designated "Center Pylon Sign" on Exhibit "A-2". Such signs 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 (or, at the option of the Owner of Parcel 4, a Shopping Center designation and one (1) other business in the Shopping Center), provided, however, that no office tenant or military recruiting center shall be entitled to a designation thereon. Any such business, in order to display its designation on the Center Pylon Sign, must occupy not less than 3,000 square feet of ground floor area. The cost of 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, provided, however, that if a Shopping Center designation is displayed on the Center Pylon Sign structures, the cost of maintaining. repairing and replacing that part of the Center Pylon Signs shall be a Common Area Cost,

2 E# 1172860 BK1622 PG2930

An 02 10

to be paid pro rata by all Owners as provided in the Common Area Maintenance Agreement. Each person displaying a designation on the Center Pylon Signs shall supply and maintain its own signs fascia and can. The design of the Center Pylon 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 5,000 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 or occupant of Parcel 2 shall have the top designation on the Center Pylon Sign located on 1900 West Street (or the next designation after the Shopping Center designation if the Owner of Parcel 4 shall elect to substitute a Shopping Center designation for one of its business designations). The Owner or Lessee of Parcel 4 shall have the top designation on the Center Pylon Sign located on 5600 South Street (or the next designation after the Shopping Center designation if the Owner of Parcel 4 shall elect to substitute a Shopping Center designation for one of its business designations). The Owner of Parcel 4 shall have the right to substitute a Shopping Center designation for any one of its business designations.

- (b) Subject to governmental approval, the Owner of such Parcels 6, 7 and 8 shall have the right to erect a freestanding monument sign, not to exceed six (6) feet in height, on each of such Parcels at the location indicated as "Monument Sign" on Exhibit A-2, provided, however, that the design of each such Monument Sign structure and the size, design and location of the sign fascia used shall be subject to the approval of the Consenting Owners.
- (c) There is an existing pole sign on Parcel 5, which sign is allowed and may be retained and used by the Owner or Lessee of Parcel 5, subject to approval of the design by the Consenting Owners, and provided that such sign does not interfere with the visibility of the Center Pylon Sign located on 5600 South Street.
- (d) 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, 4, 5 (except as allowed in 4.3(c) above) 6, 7 and 8 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 silhouette line or be painted on the exterior building surface. No exterior building or free-standing sign shall utilize flashing, moving or audible lights or appurtenances.
- 5. Article IV ("Operation of Common Area"), Section 4.5 ("Sales"), is amended to read and provide as follows:

"4.5 Sales: So long as a grocery/supermarket is operating on Parcel 2,

E# 1172860 BK1622 PG2931

\$ 60 D

no portion of the Common Area, except sidewalks, shall be used for the sale or display of merchandise; except that the seasonal sale of merchandise: (a) by the 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 of not more than sixty (60) days' duration, (ii) the sales area shall be limited to not more than twenty (20) parking spaces located on Parcel 2, (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, (v) sales shall not 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, to or from any public right of way, and (vi) the location of such sales shall be limited to the area of Parcel 2 indicated on Exhibit "B" to this Amendment; (b) by the Owner (or the Lessee if the Lessee is leasing all of Parcel 4) of Parcel 4 shall be permitted from the parking lot located on Parcel 4 subject to the following restrictions: (i) the location of such sales shall be limited to the area of Parcel 4 indicated on Exhibit "B" to this Amendment; and (ii) sales on parcel 4 shall be limited to not more than three (3) occasions (and one sale location per occasion) per calendar year for a cumulative total of not more than sixty (60) days' duration; (iii) the sales area shall be limited to not more than twenty (20) parking spaces located on Parcel 4; (iv) all booth, stands, displays and other structures erected in connection with such sales shall be promptly removed by the Owner or occupant of Parcel 4 upon termination of said activities; (v) 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 4; and (vi) sales shall not interfere with the free movement or vehicular 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.

- Article V ("Restrictions on Use"), Section 5.1 ("Food and Drug Restrictions"), is hereby amended to read and provide as follows:
 - "5.1 Food and Drug Restrictions: During such time as a grocery/supermarket is operated on Parcel 2, and for a six (6) month period following the termination of a grocery/supermarket operation on Parcel 2, no other Parcel constituting a part of the Shopping Center 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; or (except for Parcel 4) for the sale or offer for sale of any ethical pharmaceutical products requiring the services of a registered

pharmacist.

Notwithstanding the foregoing provision, during such time as a drug store offering for sale ethical pharmaceutical products requiring the services of a registered pharmacist is operated on Parcel 4, and for a six (6) month period following the termination of such a drug store operation on Parcel 4, no other Parcel constituting a part of the Shopping Center shall be used for the sale or offer for sale of any ethical pharmaceutical products requiring the service of a registered pharmacist.

During such time a grocery/supermarket is operating on Parcel 2 or a drug store is operating on Parcel 4, no other Parcel constituting a part of the Shopping Center shall offer for sale alcoholic beverages for off-premises consumption."

- 7. Article V ("Restrictions on Use"), Section 5.2 ("Shopping Center Restrictions"), is hereby amended to read and provide as follows:
 - "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, warehouse, car wash, or for industrial purposes. No part of the Shopping Center shall be used as a restaurant selling Mexican food (except as an incidental part of their menu) except for Parcel 7 so long as a Mexican restaurant is operating on Parcel 7. No part of the Shopping Center shall be used as an automotive maintenance or repair facility (except as expressly allowed by Paragraph 5.3(a) of this Declaration), entertainment or recreational facility or training or educational facility; or for the renting, leasing or selling of or displaying for the purpose of renting, leasing or selling of any boat, motor vehicle or trailer. For the purpose of this Declaration, the phrase 'entertainment or recreational facility' shall include, without limitation, a theater, bowling alley, skating rink, gym, health spa or studio (excluding weight loss centers and tanning salons), 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."
- 8. Article VI ("General Provisions), is hereby amended by the addition of a new section following Section 6.21 as follows:

"6.22 Limitation on Amendment: During such time as Taco Bell Corp. leases Parcel 7 and operates a Mexican restaurant on Parcel 7, no amendment shall be made to this Declaration, or to Exhibit A-2 ("Site Plan") to

E# 1172860 BK1622 PG2933

A ON

this Declaration which changes allowed uses of Parcels 6, 7 and/or 8, Building Areas of Parcels 6, 7 and/or 8, or height limitations on Parcels 6, 7 and/or 8, or the configuration of Parcels 6, 7 and/or 8, or which materially alters the driveway access to 19th West Street as shown on Exhibit A-2 without the prior written consent of Taco Bell Corp., which consent shall not be unreasonably withheld."

- The Second Party hereby agrees to be bound by the terms and conditions of the DEC, as amended herein.
- Except for the specific amendments and modifications set forth above, no other modifications or amendments to the DEC have been made, and the DEC, as amended herein, shall continue to govern the use and operation of the Shopping Center.

Executed as of the day and year first above written.

ALBERTSON'S

ALBERTSON'S, INC., a Delaware corporation

Senior Vice President

FIRST PARTY

ROY CITY CENTRE REALTY LIMITED PARTNERSHIP, a Utah limited partnership

By: WOODBURY AMSOURCE, INC., a Utah

corporation

Its: Managing General Partner

John R. Gaskill

W. Richards

Its: Vice President

SECOND PARTY

PAYLESS DRUG STORES NORTHWEST, INC., a Maryland corporation

is / www. Therefore

ACKNOWLEDGÉMENT

STATE OF IDAHO)

COUNTY OF ADA)

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

Notary Public

Residing at: Meridian

My commission expires: <u> $\leq /1/44$ </u>

E# 1172860 BK1622 PG2935

7

Ay cours

ACKNOWLEDGEMENT	
STATE OF UTAH) : ss.
COUNTY OF SALT LAKE)
say for themselves that they, are a Utah corporation which corpora- LIMITED, a Utah limited partner by said corporation as General	, 1991, personally appeared before RICHARDS WOODBURY, who being by me duly sworn, did the President and Vice President of Woodbury Amsource Inc., ation is the General Partner of ROY CITY CENTRE REALTY ership, and that the within and foregoing instrument was signed Partner of said limited partnership on behalf of said limited prorate resolution and that the said JOHN R. GASKILL and W. acknowledged to me that said partnership executed the same. Notary Public Residing processing the Commission Executed the Same.
	ACKNOWLEDGMENT
_	Corporate
STATE OF Oregon COUNTY OF Clackama) : ss.
on the 24 day of flor Say, that he is the Vice Prend and that the within and foreg authority of a resolution of its be said corporation executed the said	who being by meduly sworn did color of PAYLESS DRUG STORES NORTHWEST, INC., oing instrument was signed in behalf of said corporation by board of directors and said person duly acknowledged to me that same and that the seal affixed is the seal of said corporation. Motary Public OR OR
My commission expires 1-13	<u>-95</u> E# 1172860 BK1622 PG2936

OFFICIAL SEAL
TAMMY L. ANDO
NOTARY PUBLIC-OREGON
COMMISSION PO.003961
MY COMMISSION EXPIRES JAN. 15, 1995

/ROY/DECREST.AMD

PARCEL 1
RCV CITY CENTRE Beginning at a point on the south right-of-way line of 5600 South Street, said point being North 89° 43'34" West 594.02 feet along the section line and South 00° 16'26" West 40.83 feet from the Northeast Corner of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian and running;

Thence, South 00° 27'51" West 208.14 feet; Thence, South 89° 32'09" East 119.32 feet; Thence, North 00° 27'51" East 268.80 feet to the south rightof-way line of 5600 South Street;
Thence, along the southerly right-of-way line of 5600 South
Street, North 89° 50'57" West 119.32 feet to the point
of beginning.

Area equals 24,873 sq. ft. (0.5710 acres).

Basis of bearing: Section line from the Northeast Corner to the East Corner South $00^{\circ}\ 27^{\circ}51^{\circ}$ West.

LSW/rg/#48/Parcell.Des July 12, 1991

PARCEL 2 ALBERTSON'S PARCEL ROY CITY CENTRE

Beginning at a point on the west right-of-way line of 1900 West Street, said point being South 00° 27'51" West 386.43 feet and North 89° 32'09" West 50.00 feet from the Northeast Corner of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian and running;

Thence, along the westerly right-of-way line of 1900 West Street, South 00° 27'51" West 38.70 feet;
Thence, North 89° 32'09" West 145.00 feet;
Thence, South 00° 27'51" West 110.00 feet;
Thence, South 00° 27'51" East 32.68 feet;
Thence, North 89° 32'09" West 279.57 feet;
Thence, North 89° 32'09" West 221.33 feet;
Thence, North 89° 32'09" West 221.33 feet;
Thence, South 00° 27'45" West 215.39 feet to the north right-of-way line of 5700 South Street;
Thence, along the north right-of-way line of 5700 South Street
North 89° 40'56" West 30.00 feet;
Thence, North 00° 27'45" East 674.39 feet to the south right-of-way line of 5600 South Street;
Thence, South 89° 50'57" East 29.21 feet;
Thence, South 89° 50'57" East 29.21 feet;
Thence, South 89° 32'09" East 70.80 feet;
Thence, South 89° 32'09" East 70.80 feet;
Thence, South 89° 32'09" East 151.33 feet;
Thence, North 00° 27'51" West 6.00 feet;
Thence, North 00° 27'51" East 208.80 feet;
Thence, North 00° 27'51" East 15.03 feet;
Thence, South 89° 50'57" East 15.00 feet;
Thence, South 89° 32'09" East 151.38 feet;
Thence, South 89° 32'09" East 245.23 feet;
Thence, South 89° 32'09" East 39.33 feet;

Area equals 162,393 sq. ft. (3.7281 acres).

Basis of bearing: Section line from the Northeast Corner to the East Corner South $00^{\circ}\ 27^{\circ}51^{\circ}$ West.

11 2 2 11 2

PARCEL 3 ROY CITY CENTRE

Beginning at a point on the south right-of-way line of 5600 South Street, said point being North 89° 43'34" West along the section line 459.71 feet and South 00° 16'26" West 40.45 feet from the Northeast Corner of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian and running:

Thence, South 00° 27'51" West 213.88 feet;
Thence, South 89° 32'09" East 245.23 feet;
Thence, North 00° 27'51" East 56.25 feet;
Thence, South 89° 32'09" East 164.33 feet to the west
right-of-way line of 1900 West Street;
Thence, along the west right-of-way line of 1900 West Street,
North 00° 27'51" East 21.25 feet;
Thence, North 89° 32'09" West 180.00 feet;
Thence, South 00° 27'51" West 6.70 feet;
Thence, North 89° 32'09" West 166.00 feet;
Thence, North 89° 32'09" West 143.41 feet to the southerly
right-of-way line of 5600 South Street;
Thence, along the southerly right-of-way line of 5600 South
Street, North 89° 50'57" West 63.57 feet to the point of
beginning.

Area equals 29,900 sq. ft. (0.6864 acres).

Basis of bearing: Section line from the Northeast Corner to the East Corner South 00° 27'51" West.

LSW/rg/#48/Parcel3.Des July 29, 1991

PARCEL 4
PAYLESS DRUG PARCEL
ROY OTTY CENTRE

Beginning at a point on the west right-of-way line of 1900 West Street, said point being South 00° 27'51" West 612.63 feet along the section line and North 89° 32'09" West 50.00 feet from the Northeast Corner of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian and running;

Thence, North 89° 32'09" West 115.00 feet;
Thence, North 00° 27'51" East 12.50 feet;
Thence, North 89° 32'09" West 29.00 feet;
Thence, North 89° 32'09" West 29.00 feet;
Thence, North 89° 32'09" West 279.57 feet;
Thence, North 89° 32'09" West 279.57 feet;
Thence, North 89° 32'09" West 221.33 feet;
Thence, North 89° 32'09" West 221.33 feet;
Thence, South 00° 27'45" West 215.39 feet to the north right-of-way line of 5700 South Street;
Thence, along the northerly right-of-way line of 5700 South Street, South 89° 40'56" East 555.89 feet;
Thence, North 00° 27'51" East 90.00 feet;
Thence, South 89° 40'56" East 90.00 feet to the west right-of-way line of 1900 West Street;
Thence, along the westerly right-of-way line of 1900 West Street, North 00° 27'51" East 13.56 feet to the point of beginning.

Area equals 105,738 sq.ft. (2.4274 acres).

Basis of bearing: Section line from the Northeast Corner to the East Corner South 00° 27'51" West.

LSW/rg/#48/Parcel4.Das July 29, 1991

PARCEL 5
PAD A
ROY CITY CENTRE

Beginning at a point on the south right-of-way line of 5600 South Street, said point being North 89° 43'34" West along the section line 594.02 feet and South 00° 16'26" West 40.83 feet from the Northeast Corner of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian and running;

Thence, South 00° 27'51" West 208.14 feet;
Thence, North 89° 32'09" West 32.01 feet;
Thence, North 00° 27'51" East 6.00 feet;
Thence, North 89° 32'09" West 70.80 feet;
Thence, North 00° 27'45" West 201.58 feet to the south right-of-way line of 5600 South Street;
Thence, along the southerly right-of-way line of 5600 South Street, South 89° 50'57" East 102.82 feet to the point of beginning.

Area equals 20,945 sq. ft. (0.4808 acres).

Basis of bearing: Section line from the Northeast Corner to the East Corner South 00° 27'51" West.

LSW/rg/#48/Parcel5.Des July 12, 1991

PARCEL 5

PARCEL 6
PAD B
ROY CITY CENTRE

Deginning at a point on the south right-of-way line of 5600
South Street, said point being North 89° 43'34" West 230.14 feet along the section line and South 00° 16'26" West 40.05 feet from the Northeast Corner of Section 23, Township 5 North, Range 2 West, Salt Jake Base and Meridian and running: Salt Lake Base and Meridian and running;

Area equals 23,882 sq. ft. (0.5482 acres).

Basis of bearing: Section line from the Northeast Corner to the East Corner South $00^{\circ}\ 27^{\circ}51^{\circ}$ West.

LSW/rg/#48/Parcel6.Des July 12, 1991

PARCEL 7 PAD C

PAD C
ROY CITY CENTRE

Beginning at a point on the West right-of-way line of 1900
West Street, said point being South 00° 27'51" West 386.43 feet
along the section line and North 89° 32'09" West 50.00 feet from
the Northeast Corner of Section 23, Township 5 North, Range 2 West,
Salt Lake Base and Meridian and running: Salt Lake Base and Meridian and running;

Thence, North 89° 32'09" West 125.00 feet;
Thence, North 00° 27'51" East 48.00 feet;
Thence, North 89° 39'09" West 39.33 feet;
Thence, North 00° 27'51" East 138.75 feet;
Thence, South 89° 32'09" East 164.33 feet to the west right-of-way line of 1900 West Street; Thence, along the Westerly right-of-way line of 1900 West Street, South 00° 27'51" West 186.75 feet to the point of beginning.

Area equals 28,801 sq. ft. (0.6612 acres).

Basis or bearing: Section line from the Northeast Corner to the East Corner South 00° 27'51" West.

LSW/rg/#48/Parcel7.Des July 18, 1991

E# 1172860 8K1622 P62943

2 9 2

PARCEL 8
PAD D
ROY CITY CENTRE

Beginning at a point on the west right-of-way line of 1900 West Street, said point being South 00° 27'51" West 612.63 feet along the section line and North 89° 32'09" West 50.00 feet from the Northeast Corner of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian and running;

Thence, North 89° 32'09" West 116.00 feet;
Thence, North 00° 27'51" East 12.50 feet;
Thence, North 89° 32'09" West 29.00 feet;
Thence, North 00° 27'51" East 175.00 feet;
Thence, South 89° 32'09" East 145.00 feet to the west
right-of-way line of 1900 West Street;
Thence, along the westerly right-of-way line of 1900 West
street, South 00° 27'51" West 187.50 feet to the point
of beginning.

Area equals 26,825 sq.ft. (0.6158 acres).

Basis of bearing: Section line from the Northeast Corner to the East Corner South $00^\circ~27\,^\circ51^\circ$ West.

LSW/rg/#48/Parcel8.Des July 12, 1991

