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SECOND MODIFICATION OF DECLARATION OF
RESTRICTIONS AND GRANT OF EASEMENTS

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ASSOCIATED FILE CO.
RECORDED
KATIE L. DIXON
RECORDER
SALT LAKE COUNTY,
UTAH
DEC 7 9 18 AM '79

This Second Modification of Declaration of Restrictions and Grant of Easements is made as of the 30th day of November, 1979, by OAKWOOD DEVELOPMENT COMPANY, a joint venture ("Oakwood"), SKAGGS COMPANIES, a division of American Stores Company, a Delaware corporation ("Skaggs"), ALBERTSON'S, INC., a Delaware corporation ("Albertson's"), and MHP PROPERTIES, a Utah general partnership ("MHP"), SECURITY LIFE AND ACCIDENT COMPANY, a Colorado corporation, ("Security"), JOHN W. METZGER and BETTY B. METZGER, ("Metzger"), and MARTHA KOLESKI, ("Koleski"), sometimes hereinafter collectively referred to as "Declarants."

ATE 79-10495

WHEREAS, Oakwood, Skaggs and Albertson's have entered into a certain Declaration of Restrictions and Grant of Easements, dated August 9, 1978 and recorded as Entry No. 3163910, Book 4734, Page 1213 of the Official Records of Salt Lake County, Utah (hereinafter referred to as the "Declaration"), wherein said parties established certain easements, covenants, restrictions, liens and charges (hereinafter collectively referred to as "Restrictions") pertaining to certain real property situated at the northwest corner of the intersection of 900 East and 5600 South Streets in the City of Murray, County of Salt Lake, State of Utah, as described in Schedule I attached to the Declaration and shown as Parcels I, II, III and IV on the plan attached as Exhibit A to the Declaration (hereinafter referred to as the "Shopping Center"); and

WHEREAS, Metzger, Koleski, and Security did not join in the Declaration, but now desire to protect their interest in the property by executing this Second Modification Agreement and thereby ratifying the Declaration; and

WHEREAS, Oakwood is a joint venture comprised of two Utah general partnerships which, at the time of execution of the Declaration, were known as D & A PROPERTIES and GM PROPERTIES; and

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WHEREAS, the Declaration was executed on behalf of Oakwood by Dale Ballard in his capacity as a general partner of D & A Properties and by John Hampshire in his capacity as a general partner in GM Properties; and

WHEREAS, the relevant signature line and acknowledgment of the Declaration do not expressly state or indicate that John Hampshire executed the Declaration on behalf of GM Properties as a joint venturer in Oakwood; and

WHEREAS, at the time of the execution of the Declaration, it was the clear intent and understanding of all the parties to the Declaration and all persons who signed the Declaration that John Hampshire was to sign and did sign the Declaration in his capacity as a general partner in GM Properties, a joint venturer in Oakwood; and

WHEREAS, it is the present desire of said parties and persons to recognize and state expressly the capacity in which John Hampshire signed the Declaration and to confirm that the Declaration was duly executed by Oakwood; and

WHEREAS, Oakwood has transferred and conveyed Parcels III and IV of the Shopping Center to GM Properties, and GM Properties has thereby succeeded to all of the rights and interests of Oakwood under the Declaration with respect to said Parcels III and IV; and

WHEREAS, since the execution of the Declaration and the transfer of Parcels III and IV, GM Properties has formally changed its name to MHP Properties; and

WHEREAS, since the execution of the Declaration Skaggs Companies, Inc. has changed its name to American Stores Company, a Delaware corporation; and

WHEREAS, the Declarants desire to amend the legal descriptions of Parcels III and IV as contained in Schedule I attached to the Declaration in order to change the boundary line between said Parcels III and IV for purposes of the Declaration; and

WHEREAS, the Declarants desire to amend Exhibit A attached to the Declaration in order to change the size, location and/or configuration of certain of the Building Areas, Common Areas and other features of Parcels III and IV of the Shopping Center as depicted on said Exhibit A, for purposes of the Declaration; and

WHEREAS, the Declarants have executed a certain Modification of Declaration of Restrictions and Grant of Easements dated October 26, 1979 and recorded as Entry No. 3359704, Book 4978, Page 719 of the Official Records of Salt Lake County, Utah (hereinafter referred to as the "First Modification") which was intended to accomplish the desired amendments of the Declaration referred to above; and

WHEREAS, the Declarants now desire to execute this Second Modification of Declaration of Restrictions and Grant of Easements in order to better evidence and accomplish the amendments of the Declaration which were intended to be accomplished by the First Modification and in order to accomplish certain additional amendments of the Declaration, all as hereinafter more particularly set forth; and

WHEREAS, MHP is about to obtain a loan from Connecticut General Life Insurance Company ("Connecticut General") which is to be secured by a mortgage covering Parcels III and IV of the Shopping Center, and as a condition of granting such loan Connecticut General has required certain rights and assurances with respect to the Declaration, which rights and assurances the Declarants are willing to grant on the terms and conditions hereinafter set forth; and

WHEREAS, Oakwood, as the owner of Parcels I and II of the Shopping Center, and MHP, as the owner of Parcels III and IV of the Shopping Center, and Skaggs, as the holder of a leasehold interest in Parcels I and II of the Shopping Center, and Albertson's, as the holder of a sub-leasehold interest in Parcel III of the Shopping Center, and Metzger and Koleski as owners of improvements on Parcels I ~~and II~~ and as the holders of a leasehold interest in the land comprising Parcels I ~~and II~~, and Security, as Mortgagee of the improvements on Parcels I and as holder of a leasehold interest on Parcel II, are all of the parties whose consent and agreement is required in order to amend the Declaration as provided in Paragraph 5 of Article V of the Declaration:

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Declarants hereby covenant and agree as follows:

1. Confirmation and Ratification of Execution of Declaration on Behalf of Oakwood. The Declarants hereby confirm, agree and acknowledge that the Declaration was duly executed by John Hampshire as a general partner in and on behalf of GM Properties, and that GM Properties executed the Declaration in its capacity as a joint venturer in and on behalf of Oakwood, and that the Declaration is, and from the date of its execution has been binding upon Oakwood as an act and obligation of Oakwood. Oakwood hereby expressly ratifies and confirms the Declaration.

2. Acknowledgment of Transfer to MHP. The parties hereby agree and acknowledge that, as owner of Parcels III and IV of the Shopping Center, MHP has succeeded to all of the rights and obligations of Oakwood under the Declaration with respect to said Parcel III and Parcel IV, but that Oakwood has retained all of its other rights and obligations under the Declaration. Without limiting the generality of the foregoing, it is specifically agreed and acknowledged that MHP has succeeded to the obligations of Oakwood under Article VI of the Declaration to maintain the Common Areas of Parcels III and IV in good order and repair and to keep the Common Areas of Parcels III and IV clean, well swept and adequately striped, but that Oakwood shall remain obligated under Article VI of the Declaration to maintain the Common Areas of Parcels I and II and to keep the Common Areas of Parcels I and II clean, well swept and adequately striped after Oakwood regains possession of said Parcels upon expiration or sooner termination of the leases to Skaggs and/or Albertson's covering said parcels.

3. Amendment to Schedule I. The Declarants hereby agree that Schedule I attached to the Declaration is hereby deleted in its entirety and the Amended Schedule I attached hereto and by this reference made a part hereof is hereby substituted there-

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for. From and after the date hereof, all references to Schedule I in the Declaration, as amended, shall mean and refer to the Amended Schedule I attached hereto.

4. Amendment of Exhibit A. The Declarants hereby agree that Exhibit A attached to the Declaration is hereby deleted in its entirety and the Amended Exhibit A attached hereto and by this reference made a part hereof is hereby substituted therefor. From and after the date hereof, all references to Exhibit A in the Declaration, as amended, shall mean and refer to the Amended Exhibit A attached hereto.

5. Estoppel Agreements. The parties hereto acknowledge, agree, represent and warrant as follows:

(a) All buildings, structures, and drive-up windows constructed on the Shopping Center premises are single story, do not exceed thirty-five (35) feet in height, are located only in those areas designated as "Building Area" on Amended Exhibit A attached hereto, and are not located within "Common Areas," as defined in Paragraph 2 of the Declaration.

(b) The Common Area, as defined in Paragraph 2 of the Declaration, for each respective parcel, as described in Amended Schedule I attached hereto, is not less than three (3) times the square footage of floor area contained in all buildings constructed on each such Parcel, and there are parking places for not less than five (5) standard-size American cars for each 1,000 square feet of floor area on each such Parcel.

(c) The type, exterior design, color and elevations (including signs) of each building or structure in the Shopping Center have been approved by all of the parties hereof.

(d) There are no building encroachments (including encroachments for footings, piers, piles, and grade beams) which exceed two (2) feet, or encroachments for canopies, eaves, and roof overhangs which exceeds four (4) feet or, if there are, such violations are waived and such encroachments are hereby deemed permitted.

(e) There are no free standing signs in the Shopping Center at locations other than those designated on Amended Exhibit A attached hereto.

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(f) The use restrictions set forth in Article IV of the Agreement are not being violated as of the date hereof.

(g) All of the parties herto represent and warrant to each other and to Connecticut General that all existing improvements in the Shopping Center meet in every respect the requirements of the Declaration, or, to the extent that such improvements do not in any respect meet or comply with such requirements, any such noncompliance or deviation therefrom is hereby waived. Furthermore, all of the provisions of the Declaration, as amended herein, are in full force and effect; there is no default thereunder, and that there is no state of facts known to any party which might constitute a default thereunder.

(h) MHP and Albertson's represent and warrant that there is no default by either party, either existing or alleged, under that certain unrecorded Common Area and Maintenance Agreement dated August 9, 1978, between said parties, which pertains to Parcels III and IV as described on Amended Schedule I attached hereto, and that there is no state of facts known to either party as of this date which might constitute a default under said Agreement. Both parties further agree that said Agreement will not be terminated, amended or modified in any way without the express written consent of Connecticut General, that each party will deliver written notice of any default thereunder to Connecticut General, and will grant to Connecticut General a reasonable opportunity to cure any such default before pursuing any legal action to remedy same. The foregoing notwithstanding, Albertson's, Skaggs, Metzger, Koleski, and Security shall incur no liability with regard to any of the representations made in this Modification Agreement.

6. Repeal of Addendum to Declaration. It is hereby agreed that the Addendum dated August 9, 1978 which was executed by Skaggs Companies, Inc. contemporaneously with the Declaration and attached thereto is hereby repealed and deleted in its entirety, and shall be of no further force and effect. However, it is further agreed that upon the expiration or earlier termination of the Leases dated

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August 4, 1966 and December 27, 1966 which are more particularly described in Paragraph 1 of the section of the Declaration entitled "Preliminary," Skaggs shall cease to be a party to the Declaration, and shall have no further rights or obligations thereunder, provided that nothing herein shall be deemed to affect the rights and obligations of the owner of the Parcel upon which such Lease existed.

7. Repeal of First Modification. It is hereby agreed that the Modification of Declaration of Restrictions and Grant of Easements dated October 26, 1979 (the "First Modification") is superseded by this Agreement, and that said First Modification therefore is hereby repealed in its entirety and shall be of no further force or effect.

8. No Further Modification Without Consent of Connecticut General. All of the parties herto agree that after the date hereof the Declaration will not be terminated, amended or modified without the express written consent of Connecticut General, its successors and assigns.

9. Interpretation. The headings at the beginning of each numbered paragraph hereof are for the convenience of the parties, and are not a part of this Agreement. Except as herein specifically amended, the Declaration and all of the Restrictions therein are and shall remain in full force and effect.

IN WITNESS WHEREOF, this Agreement is executed as of the day and year first above written.

Approved as to form
Jones, Waldo, Holbrook &
McDonough

"Skaggs"

By [Signature]

SKAGGS COMPANIES, a division of American Stores Company, a Delaware Corporation

ATTEST:

BY: Joseph A. Bauman
Its Asst Secy

BY: [Signature]
Its Exec Vice Pres.

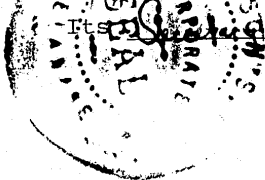
"Albertson's"

ALBERTSON'S INC., a Delaware corporation

ATTEST:

BY: [Signature]
Its [Signature]

BY: [Signature]
Its Vice President & General Counsel



"MHP"

MHP Properties, a Utah general partnership

BY: [Signature]
General Partner

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"Oakwood"

OAKWOOD DEVELOPMENT COMPANY, a
Joint Venture comprised of D & A
Properties and MHP Properties

BY: D & A Properties, a Utah
general partnership

by: [Signature]
General Partner
attorney in fact

and by: MHP Properties, a Utah
general partnership

by: [Signature]
General Partner

"Security"

SECURITY LIFE AND ACCIDENT COMPANY,
a Colorado Corporation

ATTEST:

BY: [Signature]
Its [Signature]
Asst Secretary

BY: [Signature]
Its [Signature]

John W. Metzger, Trustee

Betty B. Metzger, Trustee

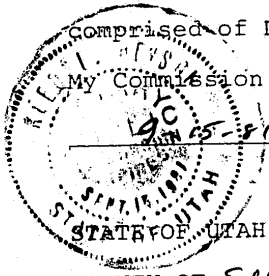
Martha Koleski

BY: [Signature]
John W. Metzger, Attorney-in-Fact

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STATE OF UTAH)
COUNTY OF Salt Lake) : ss.

On the 3rd day of ~~November~~ ^{December}, 1979, personally appeared before me David E. Gee, Attorney in fact, who duly acknowledged to me that he is a General Partner in D & A Properties, a Utah General Partnership, that he executed the foregoing instrument as a General Partner in, and on behalf of said Partnership, and that said Partnership executed the same in its capacity as a Joint Venturer in, and on behalf of, Oakwood Development Company, a joint venture comprised of D & A Properties and MHP Properties.

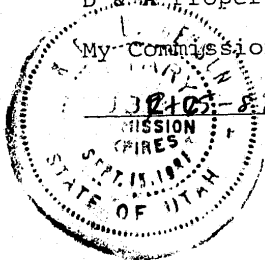


My Commission Expires: _____

Reed Z. Benson
NOTARY PUBLIC
Residing at: Sandy, Utah

STATE OF UTAH)
COUNTY OF Salt Lake) : ss.

On the 30th day of November, 1979, personally appeared before me JOHN HAMPSHIRE, who duly acknowledged to me that he is a General Partner in MHP Properties, a Utah General Partnership, that he executed the foregoing instrument as a General Partner in, and on behalf of, said Partnership, and that said Partnership executed the same in its capacity as a Joint Venturer in, and on behalf of, Oakwood Development Company, a joint venture comprised of D. & A. Properties and MHP Properties.

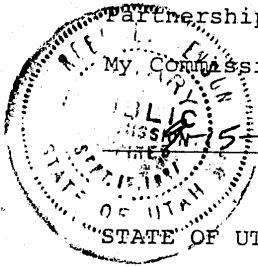


My Commission Expires: _____

Reed Z. Benson
NOTARY PUBLIC
Residing at: Sandy, Utah

STATE OF UTAH)
COUNTY OF Salt Lake) : ss.

On this 30th day of November, 1979, personally appeared before me John Hampshire, who duly acknowledged to me that he is a General Partner in MHP Properties, a Utah General Partnership, and that he executed the foregoing instrument as a General Partner in, and on behalf of, said Partnership.



My Commission Expires: _____

John Hampshire
Notary Public

Residing at: Sandy, Utah

STATE OF UTAH)
COUNTY OF Salt Lake) : ss.

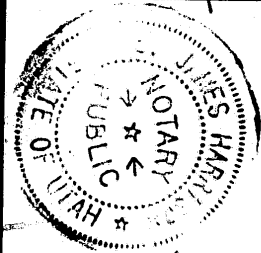
On this 3rd day of December, 1979, before me the undersigned, a Notary Public in and for said State, personally appeared Ralph E. Davis and Joseph R. Bowman to me known to be the Exec. V.P. and Asst. Secretary respectively, of American Stores Company, the corporation that executed the foregoing instrument, 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 written..

My Commission Expires: _____

April 18, 1981

James Harrison
NOTARY PUBLIC
Residing at: Salt Lake City, Ut.

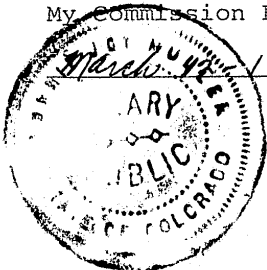


STATE OF COLORADO)
) : ss.
COUNTY OF Denver)

On this 30th day of November, 1979, before me, the undersigned Notary Public in and for said State, personally appeared John W. Metzger, and acknowledged to me that he is the attorney in fact for Martha Koleski and that he has the authority to execute the said instrument on her behalf.

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

My Commission Expires:



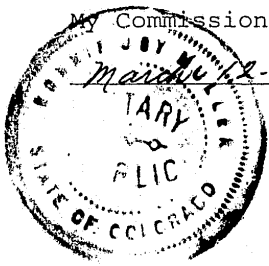
Bonnie Joy Muller
NOTARY PUBLIC
Residing at: Denver Colo

STATE OF COLORADO)
) : ss.
COUNTY OF Denver)

On this 30th day of November, 1979, before me, the undersigned Notary Public in and for said State, personally appeared John W. Metzger and Betty B. Metzger, as trustees and acknowledged to me that they executed the said instrument.

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

My Commission Expires:

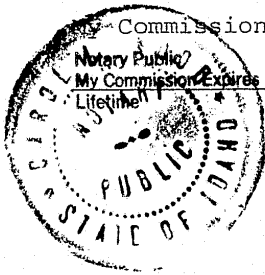


Bonnie Joy Muller
NOTARY PUBLIC
Residing at: Denver Colo

STATE OF IDAHO)
COUNTY OF Ada : ss.

On this 30th day of November, 1979, before me, the undersigned Notary Public in and for said State, personally appeared Michael F. Reuling and Minnie Armstrong, known to me to be the Vice Pres. & General Counsel and Secretary respectively of Albertson's Inc., the corporation that executed the foregoing instrument, and acknowledged to me that they are authorized to execute the said instrument on behalf of said corporation.

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



My Commission Expires: Carol L. Wood
Boise, Idaho 83705

Carol L. Wood
NOTARY PUBLIC
Residing at: _____

STATE OF COLORADO)
COUNTY OF Denver : ss.

On this 30th day of November, 1979, before me, the undersigned Notary Public in and for said State, personally appeared Shelley F. Harper and Gary Waggoner, known to me to be the Sr. Exec. Vice Pres. and Asst. Secretary respectively of Security Life and Accident Company, the corporation that executed the foregoing instrument, and acknowledged to me that they are authorized to execute the said instrument on behalf of said corporation.

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

My Commission Expires: _____



Bonnie Joy Muller
NOTARY PUBLIC
Residing at: Denver Colo.

AMENDED

SCHEDULE I

TO

DECLARATION OF RESTRICTIONS AND
GRANT OF EASEMENTS

Parcel I

Beginning at a point on the West line of 900 East Street at a point North 89°48'51" East along the Section line 1712.44 feet and South 0°04'30" East 905.08 feet from the Northwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence South 0°04'30" East along said West line of 900 East Street 224.94 feet; thence North 89°49'35" West 125 feet; thence South 0°04'30" East 150.00 feet to the North line of 5600 South Street; thence North 89°49'35" West along said North line 525.00 feet; thence North 0°04'30" West 372.23 feet; thence North 89°56'05" East 650.00 feet to the point of beginning.

Parcel II

Beginning at a point on the West line of 900 East Street at a point North 89°48'51" East along the Section line 1712.44 feet and South 0°04'30" East 746.71 feet from the Northwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 0°04'30" East along said West line of 900 East Street 158.78 feet; thence South 89°56'05" West 650.00 feet; thence North 0°04'30" West 158.78 feet; thence North 89°56'05" East 650.00 feet to the point of beginning.

Parcel III

Beginning at a point on the West line of 900 East Street at a point North 89°48'51" East along the Section line 1712.44 feet and South 0°04'30" East 487.45 feet from the Northwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South 0°04'30" East along said West line of 900 East Street 260.00 feet; thence North 89°57'50" West 650.00 feet; thence North 0°04'30" West 260.00 feet; thence South 89°57'50" East 205.00 feet; thence South 0°02'10" West 60.00 feet; thence South 89°57'50" East 110.00 feet; thence North 0°02'10" East 60.00 feet; thence South 89°57'50" East 335.00 feet to the point of beginning.

Parcel IV

Beginning on the West line of 900 East Street at a point North $89^{\circ}48'51''$ East along the Section line 1712.44 feet and North $0^{\circ}04'30''$ West 124.65 feet from the Northwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian; and running thence South $0^{\circ}04'30''$ East along said West line of 900 East Street 612.10 feet; thence North $89^{\circ}57'50''$ West 335.00 feet; thence South $0^{\circ}02'10''$ West 60.00 feet; thence North $89^{\circ}57'50''$ West 110.00 feet; thence North $0^{\circ}02'10''$ East 60.00 feet; thence North $89^{\circ}57'50''$ West 135.00 feet; thence North $45^{\circ}20'53''$ East 77.20 feet; thence North $0^{\circ}04'30''$ West 550.00 feet; thence North $89^{\circ}11'$ East 525.05 feet to the point of beginning.

Parcels III and IV will be subject to a 20-foot set-back along the East side of said Parcels and Parcel IV will be subject to a 6-foot set-back along the North side of said Parcel, as indicated on Exhibit "A", for roadway purposes and related uses as required by governmental authorities in connection with the issuance of approvals and permits for the development of said Parcels III and IV.

