

300-16/CC  
WHEN RECORDED RETURN TO:

#360 West Valley City  
West Valley City, UT  
3/22/85

Albertson's, Inc.  
P.O. Box 20  
Boise, Idaho 83726  
Attn: Chip Cole

SECOND AMENDMENT TO DECLARATION  
OF RESTRICTIONS AND GRANT OF EASEMENTS,

COMMON AREA MAINTENANCE AGREEMENT,

**4070921**

DEVELOPMENT AGREEMENT

& CROSS EASEMENT AGREEMENT (CHURCH PARCEL)

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS, COMMON AREA MAINTENANCE AGREEMENT, DEVELOPMENT AGREEMENT & CROSS EASEMENT AGREEMENT (CHURCH PARCEL) ("Second Amendment") is made as of the 22<sup>d</sup> day of March, 1985, between G.F.I. Ltd. II - W.V.C. Investments, Ltd., a Utah limited partnership ("First Party"), Albertson's, Inc., a Delaware corporation ("Albertson's") and Walter Gasser, Trustee, for Walt Gasser & Associates, Inc. Employees Profit Sharing Plan ("Profit Sharing Plan").

RECITALS:

A. On July 28, 1983, First Party and Albertson's entered into the Declaration of Restrictions and Grant of Easements ("Declaration"), Common Area Maintenance Agreement ("CAMA") and Development Agreement ("Agreement"); and First Party, Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-day Saints, a Utah corporation sole ("C.O.P."), and Albertson's entered into the Cross Easement Agreement (Church Parcel) ("Church Parcel Agreement"); covering real property located in the northwest corner of the intersection of 5600 West and 3500 South in the City of West Valley City, County of Salt Lake, State of Utah, as described on Schedules I and II attached hereto and incorporated herein by this reference.

B. On July 29, 1983, C.O.P. conveyed Parcel 11 to Profit Sharing Plan.

C. As of October 13, 1983, First Party, C.O.P., and Albertson's entered into that certain First Amendment to Declaration of Restrictions and Grant of Easements, Common Area Maintenance Agreement, Development Agreement and Cross Easement Agreement (Church Parcel) (hereinafter, "First Amendment") recorded August 24, 1984, in the records of Salt Lake County as Instrument No. 3984818, at Book 5584, Page 2246.

D. On December 4, 1984, C.O.P. conveyed Parcel 10 to B & E Development Corp.

E. The parties hereto desire to amend the Declaration, CAMA, Agreement, and Church Parcel Agreement (a) to provide for reimbursement to Albertson's for certain site work on Phase II, and (b) to substitute the Exhibit "A" and

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Exhibit "A", Page 2 attached hereto for the Exhibit "A"; Exhibit "A", Page 2; and Exhibit "B" attached to the Declaration, CAMA, Agreement, and Church Parcel Agreement to evidence that the easternmost ingress/egress access drive between the Shopping Center and Parcel 11 (which was inadvertently omitted by the First Amendment) remains intact.

**AGREEMENTS:**

1. The following is added to the Agreement, as amended:

11.2 Anything herein to the contrary notwithstanding, and in addition to the payments required pursuant to Section 11.1, First Party will pay Albertson's (a) the difference between 19.71 per cent and "First Party's increased pro rata share" multiplied times (b) the costs of the "Reimbursable Improvements". "First Party's increased pro rata share" shall mean that fraction, the numerator of which is the maximum building area on Parcels 3, 4, 8, 9, 5 and 13; and the denominator of which is the maximum building area on Parcels 1, 2, 3, 4, 6, 7, 8, 9, 5 and 13. In calculating "First Party's increased pro rata share", the maximum building area on Parcels 5 and 13 combined shall be deemed to be 100,000 square feet, unless construction is begun of building(s) exceeding 100,000 square feet ground floor area on Parcel 13, in which case the total ground floor square foot area of buildings on Parcels 5 and 13 shall be considered maximum building area in calculating First Party's increased pro rata share. This Section 11.2 shall in no way alter or change the size of buildings that may be constructed on Parcels 5 and 13. "Reimbursable Improvements" shall mean all Site Work located on Phase II required for the construction and operation of Phase I, including without limitation service road (rear and north of Phase II); four-inch pressure sewer lines with three clean-outs (to be included only if First Party needs to connect to the sewer lift station before a new city gravity sewer system is installed); eight-inch gravity sewer line; main water lines (eight-inch and six-inch); storm sewer lines; retention pond and associated improvements; and main electric service.

Upon payment of the First Party's increased pro rata share, owners of the Phase II Parcels whose building areas were considered in calculating the First Party's increased pro rata share may connect to utility lines which are included in Reimbursable Improvements.

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The payments described in this Section 11.2 will be due the earliest of (x) when construction of buildings on a particular parcel or portion of a parcel in Phase II begins; (y) upon sale of Parcel 12 or 13, or portions of such parcels (excepting sale between Walt Gasser and Associates, Inc. Employees Profit Sharing Plan and Albertson's, and sales between Albertson's and First Party); or (z) October 5, 1989. If reimbursement is made pursuant to (y) or (z) above, then the building area on the parcel or portion of a parcel would be deemed to be the maximum shown on the Exhibit "A" to the Development Agreement.

If construction is ever begun of more than 100,000 square feet of building area on Parcel 13, then in addition to the payments described above, First Party will pay interest, calculated as 10 per cent per year times the amount by which First Party's increased pro rata share exceeds 66.51 per cent, times the cost of the Reimbursable Improvements. The interest would be owed for the years and fractions of years from the date Albertson's began construction of the Reimbursable Improvements until the date First Party pays the payments described in this Section 11.2.

2. The Exhibit "A" site plan dated February 15, 1984, and the Exhibit "A", Page 2 site plan dated July 27, 1983, attached to the Declaration, CAMA and Agreement are hereby deleted; and the Exhibit "A" site plan dated December 21, 1984 and the Exhibit "A", Page 2 site plan dated December 21, 1984 attached hereto are substituted therefor.

3. All references to the "Exhibit 'B'" in the Church Parcel Agreement and in the First Amendment are hereby amended to read "Exhibit "A", page 2."

4. The Exhibit "B" site plan dated July 27, 1983, attached to the Church Parcel Agreement is hereby deleted, and the Exhibit "A", page 2 site plan dated December 21, 1984 attached hereto is substituted therefor.

5. This Second Amendment shall be recorded in the records of Salt Lake County, Utah.

6. Except as amended herein the Declaration, CAMA, Agreement and Church Parcel Agreement and the First Amendment are affirmed and shall remain in full force and effect.

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EXECUTED as of the date first above mentioned.

Albertson's, Inc.,  
a Delaware corporation

BY: Thomas L. Alder  
Senior Vice President

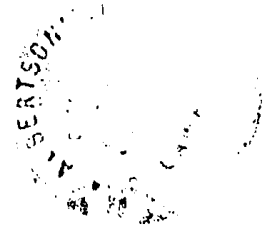
BY: Minnie O. Amatory  
Secretary

FIRST PARTY:  
G.F.I. Ltd. II - W.V.C. Investments, Ltd.,  
a Utah limited partnership

BY: A. Walter Gasser  
General Partner

PROFIT SHARING PLAN:  
G. Walter Gasser, Trustee, for Walt  
Gasser & Associates, Inc. Employees  
Profit Sharing Plan

BY: A. Walter Gasser  
Trustee



27/1/85

KARL MOON  
SALT LAKE CITY, UTAH  
APR 8 9 11 AM '85  
Albertson's  
READ OF  
Rebecca Gray  
REBECCA GRAY

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STATE OF IDAHO )  
 ) ss.  
County of Ada )

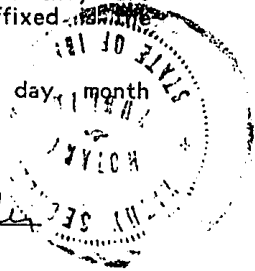
On this 22<sup>nd</sup> day of March, 1984<sup>5</sup>, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas R. Saldin and Minnie O. Armstrong, to me known to be the Senior Vice President and the Secretary, respectively, of Albertson's, Inc., the corporation that 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:

9-9-85

Kath Sechler  
Notary Public in and for the  
State of Idaho.  
Residing at Boise, Idaho.



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

On this 26<sup>th</sup> day of March, 1984<sup>5</sup>, before me, the undersigned, a Notary Public in and for said State, personally appeared Co. Walter Casser to me known to be a General Partner of G.F.I. Ltd. II - W.V.C. Investments, Ltd., 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

Walter Casser  
Notary Public in and for the  
State of Utah  
Residing at SALT LAKE CITY



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STATE OF UTAH )  
County of SALT LAKE ) ss.

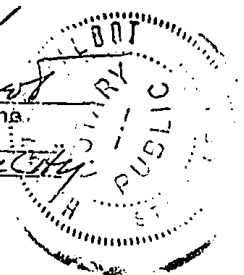
On this 26<sup>th</sup> day of March, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared G. WALTER GASSER, to me known to be the Trustee of Walt Gasser & Associates, Inc. Employees Profit Sharing Plan, the corporation that executed the foregoing instrument, and 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:

11/09/87

  
Notary Public in and for the  
State of UTAH  
Residing at SALT LAKE CITY



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SCHEDULE I

Parcel 1: (Pad 1)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°59'10" West 137.50 feet; thence North 0°08'47" West 120.30 feet; thence North 89°50'10" East 137.46 feet; thence South 0°09'50" East 120.66 feet to the point of beginning. Contains 16,563.4 square feet or 0.380 acre.

Parcel 2: (Pad 2)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 160.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°50'10" West 137.46 feet; thence North 0°08'47" West 200.00 feet; thence North 89°50'10" East 137.40 feet; thence South 0°09'50" East 200.00 feet to the point of beginning. Contains 27,486.1 square feet or 0.631 acre.

Parcel 3: (Pad 3)

Beginning at a point which is North 0°09'50" West along the section line 223.00 feet and South 89°59'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°59'10" West 170.00 feet; thence North 0°09'50" West 130.65 feet; thence North 89°50'10" East 170.00 feet; thence South 0°09'50" East 131.10 feet to the point of beginning. Contains 22,249.2 square feet or 0.511 acre.

Parcel 4: (Pad 4)

Beginning at a point which is North 0°09'50" West along the section line 647.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 110.50 feet; thence North 0°09'50" West 139.00 feet; thence North 89°50'10" East 110.50 feet; thence South 0°09'50" East 139.00 feet to the point of beginning. Contains 15,359.5 square feet or 0.353 acre.

Parcel 5: (Pad 5)

Beginning at a point which is North 0°09'50" West along the section line 1157.53 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 110.50 feet; thence North 0°09'50" West 129.50 feet; thence North 89°59'10" East 110.50 feet; thence South 0°09'50" East 129.21 feet to the point of beginning. Contains 14,293.7 square feet or 0.328 acre.

Parcel 6: (South Property, Parcels)

Beginning at a point which is South 89°59'10" West along the section line 223.00 feet and North 0°09'50" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 139.50 feet; thence North 0°09'50" West 315.78 feet; thence North 89°50'10" East 139.50 feet; thence South 0°09'50" East 316.15 feet to the point of beginning. Contains 44,077.5 square feet or 1.012 acres.

ALSO: Beginning at a point which is South 89°59'10" West along the section line 500.01 feet and North 0°08'47" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 60.00 feet; thence North 0°08'47" West 323.01 feet; thence South 89°58'47" West 93.10 feet; thence North 0°09'50" West 64.90 feet; thence North 89°50'10" East 40.00 feet; thence South 0°09'50" East 5.00 feet; thence North 89°50'10" East 113.12 feet; thence South 0°08'47" East 383.30 feet to the point of beginning. Contains 22,722.1 square feet or 0.661 acre.

SCHEDULE IParcel 7: (Albertsons Site)

Beginning at a point which is North 0°09'50" West along the section line 354.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 170.00 feet; thence North 0°09'50" West 2.50 feet; thence South 89°50'10" West 59.50 feet; thence North 0°09'50" West 72.88 feet; thence South 89°50'10" West 217.38 feet; thence South 0°08'47" East 5.00 feet; thence South 89°50'10" West 113.12 feet; thence North 0°09'50" West 5.00 feet; thence South 89°50'10" West 40.00 feet; thence North 0°09'50" West 200.00 feet; thence North 89°50'10" East 321.00 feet; thence North 0°09'50" West 7.12 feet; thence North 89°50'10" East 49.50 feet; thence North 0°09'50" West 60.00 feet; thence North 89°50'10" East 119.00 feet; thence South 0°09'50" East 49.50 feet; thence North 89°50'10" East 110.50 feet; thence South 0°09'50" East 293.00 feet to the point of beginning. Contains 148,003.2 square feet or 3.39 acres.

Parcel 8: (Retail Shops No. 1)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 360.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 137.40 feet; thence North 0°08'47" West 68.00 feet; thence North 89°50'10" East 217.38 feet; thence South 0°09'50" East 72.88 feet; thence South 89°50'10" West 80.00 feet; thence North 0°09'50" West 4.88 feet to the point of beginning. Contains 15172.9 square feet or 0.348 acre.

Parcel 9: (Retail Shops No. 2)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 628.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 135.50 feet, thence North 0°09'50" West 60.00 feet; thence North 89°50'10" East 135.50 feet; thence North 0°09'50" West 7.12 feet; thence North 89°50'10" East 80.00 feet; thence South 0°09'50" East 60.00 feet; thence South 89°50'10" West 49.50 feet; thence South 0°09'50" East 7.12 feet; thence South 89°50'10" 30.50 feet to the point of beginning. Contains 1317.12 square feet or 0.302 acre.

Parcel 10: (West Church Parcel)

Beginning at a point which is South 89°59'10" West along the section line 653.00 feet and North 0°09'50" West 363.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°58'47" West 237.00 feet; thence North 0°09'50" West 983.63 feet; thence North 89°59'10" East 237.00 feet; thence South 0°09'50" East 983.60 feet to the point of beginning. Contains 233,116.4 Square feet or 5.352 acres.

Parcel 13: (North Property)

Beginning at a point which is North 0°09'50" West along the section line 786.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 110.50 feet; thence South 0°09'50" East 89.50 feet; thence South 89°50'10" West 199.00 Feet; thence South 0°09'50" East 7.12 feet; thence South 89°50'10" West 135.50 feet; thence South 0°09'50" East 60.00 feet; thence South 89°50'10" West 155.00 feet; thence North 0°09'50" West 718.70 feet; thence North 89°59'10" East 600.00 feet; thence South 0°09'50" East 60.00 feet; thence South 89°59'10" West 110.50 feet; thence South 0°09'50" East 129.50 feet; thence North 89°50'10" East 110.50 feet; thence South 0°09'50" East 371.29 feet to the point of beginning. Contains 377,660.6 square feet or 8.670 acres.

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SCHEDULE II

Parcel 10: (West Church Parcel)

Beginning at a point which is South 89°59'10" West along the section line 653.00 feet and North 0°09'50" West 363.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°58'47" West 237.00 feet; thence North 0°09'50" West 983.63 feet; thence North 89°59'10" East 237.00 feet; thence South 0°09'50" East 983.60 feet to the point of beginning. Contains 233,116.4 Square feet or 5.352 acres.

Parcel 11: (North Church Parcel)

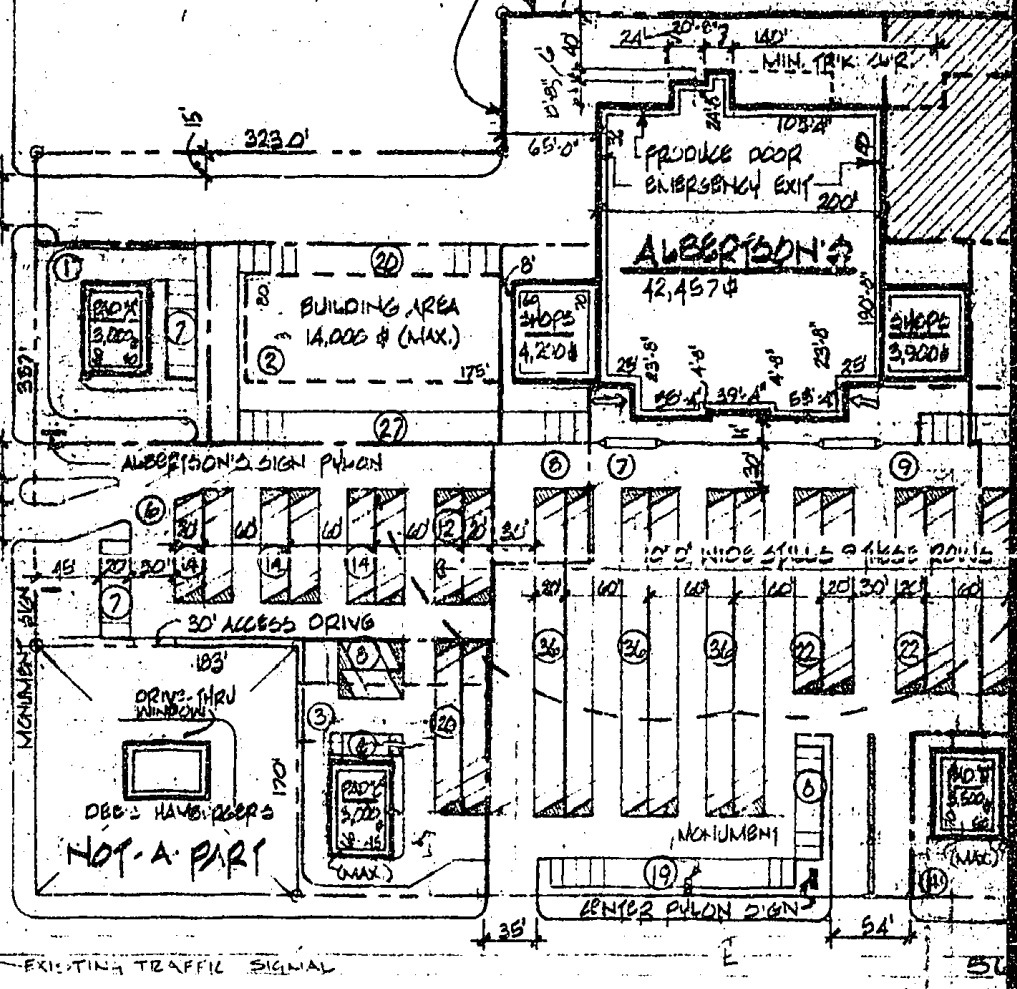
Beginning on the West line of 5600 West Street at a point which is North 0°09'50" West along the section line 1346.60 feet and South 89°59'10" West 33.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 620.00 feet; thence North 0°09'50" West 185.30 feet; thence North 89°59'10" East 620.00 feet to the West line of said 5600 West Street; thence South 0°09'50" East along said West line 185.30 feet to the point of beginning. Contains 114,885.6 square feet or 2.637 acres.

10

6'-0" HIGH CHAIN LINK FENCE  
W/ WOOD SLATS ON CONC. RET. WALL

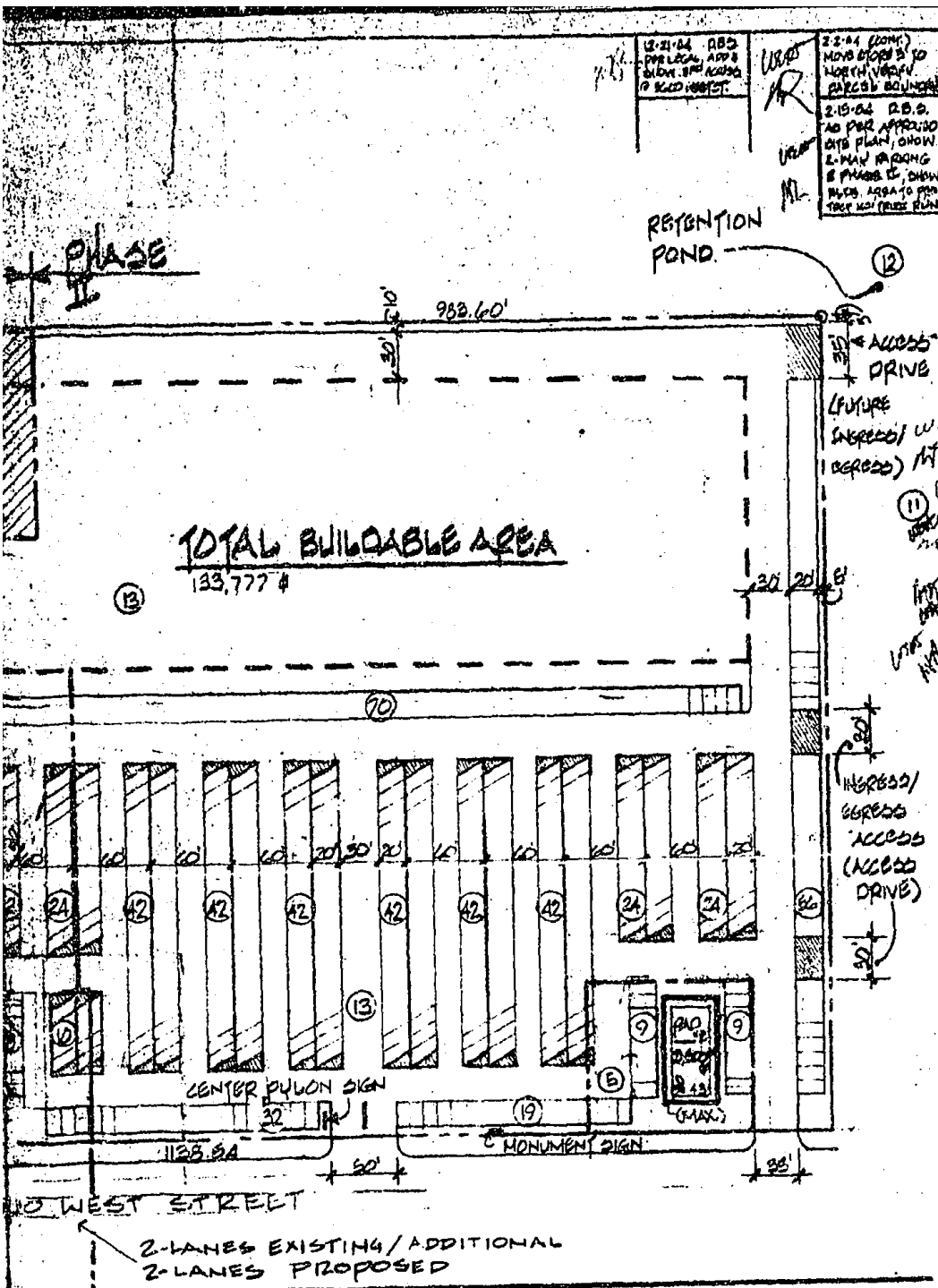
PHASE I

3500 SOUTH STREET



FOR COPY  
CO. RECORDER

NO. 5643 PAGE 1770



- REVISIONS
- 2-10-02 P.S.D. REPLY TO THE CITY ENGINEER'S COMMENTS BY REGULATING PARKING CHANGE CITY NAME
  - 6-10-02 P.S.D. MOVE DRIVE TO NORTH, SUBW. AD. NEW AREA & LANDS LOCATION, & NEW PHASES WITH SERVICE PARKING AREA TO 10' TO 20'. SHOW 800' LIMIT UNTIL MOVE ROAD TO WEST. REVISE CITY NAME. CHANGE CITY NAME.
  - 7-1-03 P.S.D. CHANGE TO EXHIBIT 2A
  - 7-10-03 P.S.D. CHANGE DRIVE FROM WEST TO EAST. REVISE PARKING AREA TO 10' TO 20'. SHOW 800' LIMIT UNTIL MOVE ROAD TO WEST. REVISE CITY NAME. CHANGE CITY NAME.
  - 8-19-03 REVISE DRIVE DIRECTION FROM WEST TO EAST
  - 8-22-03 P.S.D. SHOW INTERIOR ACCESS FROM CORNER OF SITE
  - 8-22-03 P.S.D. SHOW INTERIOR ACCESS FROM CORNER OF NORTH PROPERTY LINE
  - 8-22-04 P.S.D. AS PER CITY APPROVALS ON PLAN, SHOW INTERIOR ACCESS FROM CORNER OF NORTH PROPERTY LINE

**SITE PLAN**



PROJECT  
N.W. CORNER  
3500 WEST  
E  
3500 SOUTH

FOR COPY - BOOK 5643 PAGE 1771  
CO. RECORDER

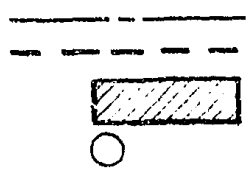
WEST VALLEY CITY, UTAH  
STORE NO  
360

**EXHIBIT "A" SITE PLAN**

NOTE - DRAWN WITHOUT BENEFIT OF SURVEY.

	PHASE I	PHASE II
TOTAL BUILDING AREA	74,067 sq ft	137,277 sq ft
TOTAL CAR PARKS	304	512
CAR PARKS N/WIN 200' RADIUS	164	00

- PARCEL BOUNDARY
- BUILDING LIMIT LINE
- TEMPORARY SERVICE AREA
- PARCEL NUMBERS



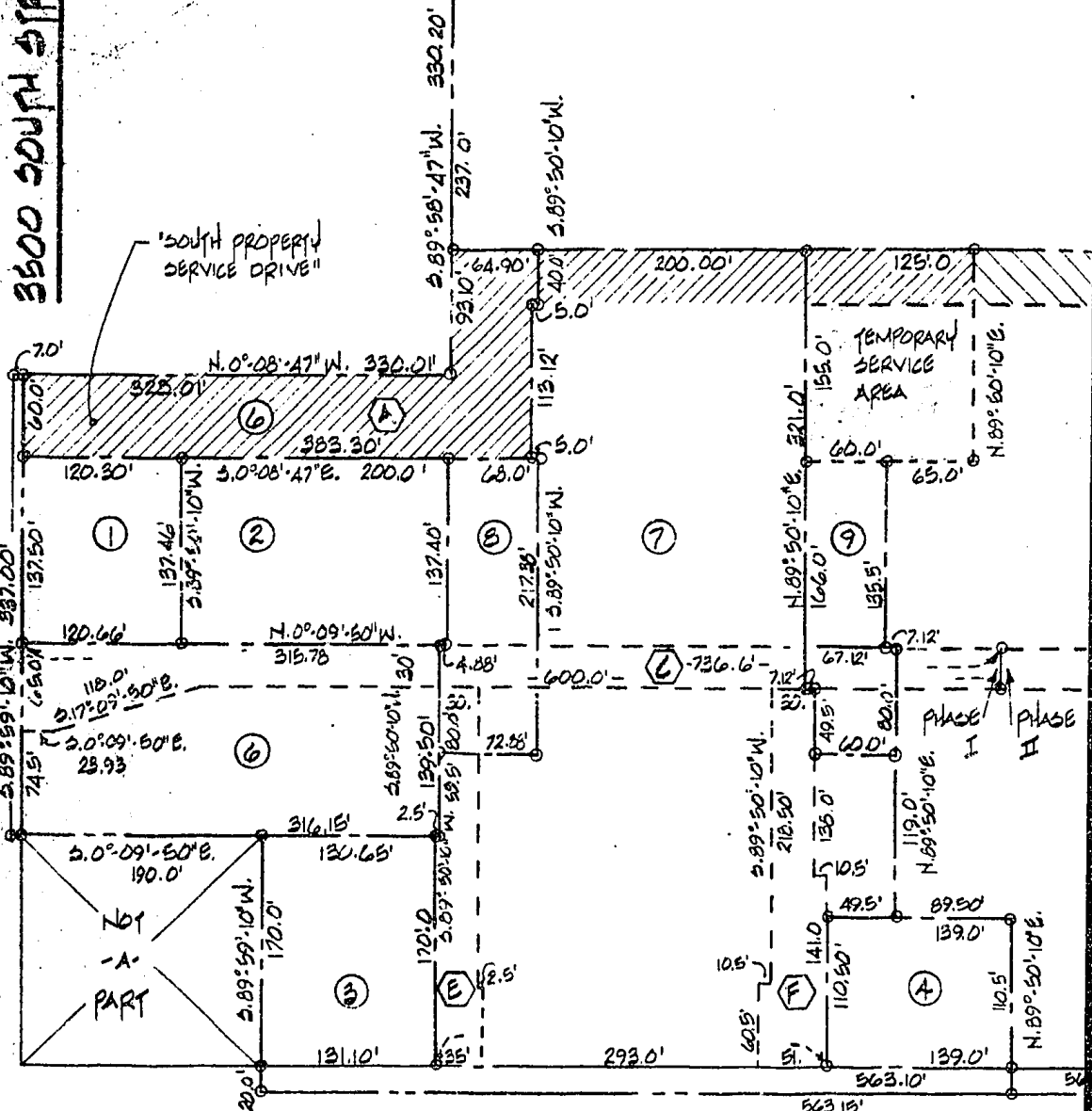
APPROVED

MCCAIN	[Signature]
BOLINDER	[Signature]
MICHAEL	[Signature]
CARLEY	[Signature]
FRODOH	[Signature]
HORNECKER	[Signature]

Drawn By: S.E.H.  
Checked By:  
Date: 2-5-02  
Sheet: 01  
No.:

3500 SOUTH STREET

N. 0°-09'-6" E.  
983.6



of 5600 WEST STREET

**LEGEND:**

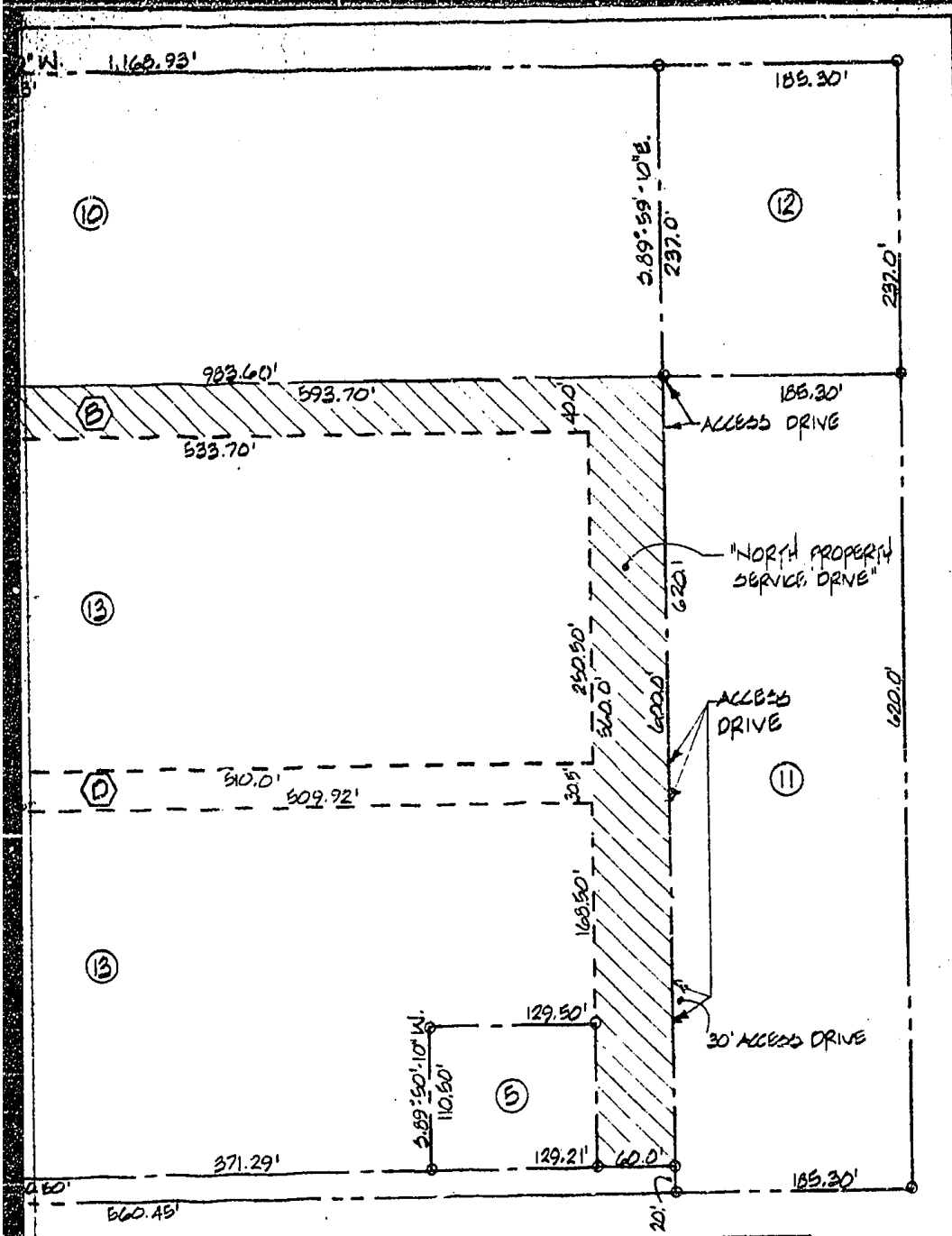
- PARCEL BOUNDARY ————
- EASEMENT BOUNDARY - - - - -
- PARCEL NUMBER ○
- EASEMENT NUMBER ○
- PROPERTY BOUNDARY - - - - -
- BOUNDARY PIN ○

PARCEL MAP

**EXHIBIT "A" SITE PLAN**

- ALL BEARING LINES, UNLESS OTHERWISE
- EAST-WEST - S. 89°-59'-10" E.
- NORTH-SOUTH - N. 0°-09'-60" W.
- ACCESS EASEMENT "A" [diagonal hatching]
- ACCESS EASEMENT "B" [horizontal hatching]
- TEMPORARY SERVICE AREA [white box]

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REVISIONS  
 1. 11-21-04 P.R.S.  
 ADD 30' ACCESS DRIVE  
 ADJACENT TO PARCEL  
 15

**SITE PLAN**



PROJECT N.W.C.  
 of 3500 SOUTH  
 STREET &  
 5600 WEST  
 STREET

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WEST VALLEY CITY,  
 UTAH  
 STORE NO.  
 #360

**NORTH**   
 SCALE: 1"=100'-0"

- PAGE #2  
 DATED, ARE;



APPROVED	
MCCAIN	
BOLINDER	
MICHAEL	
CARLEY	
REULING	
HORNBERGER	

Drawn By: P.S.S.  
 Checked By:  
 Date: 7/27/03  
 Sheet Of  
 No.