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WHEN RECORDED RETURN TO:

Albertson's, Inc.
P.O. Box 20
Boise, ID 83726
Attention: Chip Cole

Edward M. Mike
EDWARD MIKA

STATE LAND TITLE 10
REF

MAR 31 4 35 PM '86

KATHLEEN
REGISTRAR
SALT LAKE COUNTY,
UTAH

THIRD AMENDMENT TO COMMON
AREA MAINTENANCE AGREEMENT

THIS THIRD AMENDMENT TO COMMON AREA MAINTENANCE AGREEMENT ("Third Amendment to Common Area Maintenance") is made as of the 14th day of March, 1986, 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"), WALTER GASSER, TRUSTEE, for Walt Gasser & Associates, inc. Employees Profit Sharing Plan ("Profit Sharing Plan"), HUMDECO, INC., a Delaware corporation ("HUMDECO") and TERRATRON, INC., a Wisconsin corporation.

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) 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.

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E. As of March 22, 1985, First Party, Albertson's and Profit-Sharing Plan entered into that certain Second Amendment to Declaration of Restrictions and Grant of Easements, Common Area Maintenance Agreement, Development Agreement, and Cross Easement Agreement (Churh Parcel) recorded in the records of Salt Lake County as Instrument No. 4070921, at Book 5643, Page 1761.

F. On October 7, 1985, First Party conveyed Parcel 4 to HUMDECO.

G. On November 1, 1985, First Party conveyed Parcel 3 to TERRATRON

H. Parcel 13 has been developed by First Party and First Party has elected to have a portion of Parcel 13 ("Parcel 13A"), as shown on Exhibit B, attached hereto and incorporated herein by reference, participate in the CAMA. First Party has elected to have a portion of Parcel 13 ("Parcel 13B"), also shown on Exhibit B, not participate in the CAMA.

I. The Parties hereto desire to amend the CAMA to reflect which Parcels are participating in the CAMA and to reflect their respective shares of the CAMA costs.

AGREEMENTS:

1. Article 7.2 of the CAMA is hereby amended by deleting the chart which shows "Maximum Building Area" and "Percent" figures, and substituting therefor the following chart:

	<u>Maximum Building Area</u>	<u>Percent</u>
Parcel 1	3,200 sq. ft.	3.46
Parcel 2	14,000 sq. ft.	15.16
Parcel 3	3,000 sq. ft.	3.25
Parcel 4	3,500 sq. ft.	3.79
Parcel 5	3,500 sq. ft.	3.79
Parcel 7	42,457 sq. ft.	45.97
Parcel 8	4,200 sq. ft.	4.55
Parcel 9	3,900 sq. ft.	4.22
Parcel 13A	<u>14,600 sq. ft.</u>	<u>15.81</u>
Total	92,357 sq. ft.	100.00

2. This Third Amendment to the CAMA shall be recorded in the records of Salt Lake County, Utah.

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3. This Third Amendment to the CAMA may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute but one and the same instrument, and shall become effective only upon execution of one or more of such counterparts by each of the parties hereto.

4. Except as amended herein, the CAMA is affirmed and shall remain in full force and effect.

EXECUTED as of the date first above written.

ALBERTSON'S, INC.,
a Delaware corporation

BY: Thomas R. Saldin
Senior Vice President

BY: Miriam O. Anthony
Secretary

HUMDECO, INC.,
A Delaware corporation

BY: _____

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

BY: _____
General Partner

TERRAIRON, INC.,
A Wisconsin corporation

BY: [Signature]
via President

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

BY: _____
Trustee

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4. Except as amended herein, the CAMA is affirmed and shall remain in full force and effect.

EXECUTED as of the date first above written.

ALBERTSON'S, INC.,
a Delaware corporation

BY: _____
Senior Vice President

BY: _____
Secretary

HUMDECO, INC.,
A Delaware corporation

BY: _____

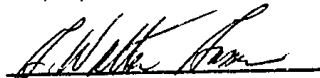
FIRST PARTY:
G.F.I. LTD. II - W.V.C.
INVESTMENTS, LTD., a Utah
limited partnership

BY: 
General Partner

TERRATRON, INC.,
A Wisconsin corporation

BY: _____
President

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

BY: 
Trustee

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ALBERTSON'S, INC.,
a Delaware corporation

BY: _____
Senior Vice President

BY: _____
Secretary

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

BY: _____
General Partner

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

BY: _____
Trustee

HUMDECO, INC.,
A Delaware corporation

BY: Michael H. Hendrich
VICE/PRESIDENT

TERRATRON, INC.,
A Wisconsin corporation

BY: _____
President

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Acknowledgement

STATE OF IDAHO)
) SS:
COUNTY OF ADA)

On this 18TH day of MARCH, 1986, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas R. Saldin, Sr. Vice Pres. & Minnie O. Armstrong, Secretary who is personally known to me to be the same person(s) who executed the foregoing Third Amendment to Common Area Maintenance Agreement and They acknowledged the execution of the same as a free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Melisa J. Pearson
Notary Public

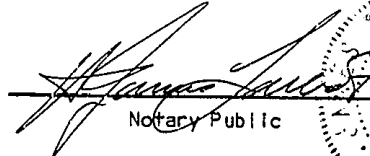
My Commission expires: 9-28-88

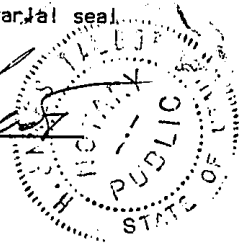
Acknowledgement

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On this 17th day of March, 1986, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came G. WALTER GASSER / GRT LTD II - WVC, Inc who is personally known to me to be the same LTD. A UTAH Limited Partnership person(s) who executed the foregoing Third Amendment to Common Area Maintenance Agreement and _____ acknowledged the execution of the same as _____ free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.


Notary Public



My Commission expires: 11/09/87

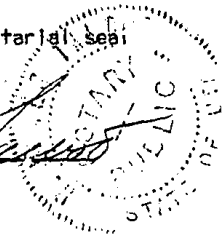
Acknowledgement

STATE OF Utah)
) SS:
COUNTY OF SALT LAKE)

On this 17th day of MARCH, 1986, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came G. WALTER COOPER ~~Trustee for WACT CONCRETE ASSOCIATES~~ ^{Trustee - Profit Sharing Plan} who is personally known to me to be the same person(s) who executed the foregoing Third Amendment to Common Area Maintenance Agreement and _____ acknowledged the execution of the same as _____ free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

[Signature]
Notary Public



My Commission expires: 11/09/87

Acknowledgement

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ who is personally known to me to be the same person(s) who executed the foregoing Third Amendment to Common Area Maintenance Agreement and _____ acknowledged the execution of the same as _____ free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My Commission expires: _____

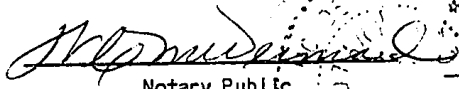
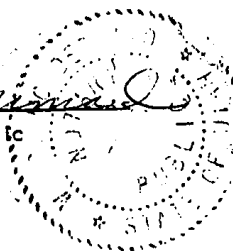
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Acknowledgement

STATE OF UTAH)
) SS:
COUNTY OF SALT LAKE)

On this 20th day of March, 1986, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kevin K. Cushing Vice President of Terratron, Inc., a Wisconsin Corporation who is personally known to me to be the same person(s) who executed the foregoing Third Amendment to Common Area Maintenance Agreement and he acknowledged the execution of the same as a free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.


Notary Public


My Commission expires: June 8, 1987

Acknowledgement

STATE OF)
) SS:
COUNTY OF)

On this _____ day of _____, 19____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____ who is personally known to me to be the same person(s) who executed the foregoing Third Amendment to Common Area Maintenance Agreement and _____ acknowledged the execution of the same as _____ free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

My Commission expires: _____

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Acknowledgement

STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

On this 24th day of MARCH, 1986 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came MICHAEL
A. HENDRICKS who is personally known to me to be the same person(s) who executed the foregoing Third Amendment to Common Area Maintenance Agreement and _____ acknowledged the execution of the same as _____ free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Marcia Baker
Notary Public



My Commission expires: My commission expires Oct. 10, 1987.

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 0.521 acre.

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SCHEDULE I

Parcel 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 217.18 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 4.82 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 371.25 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 $89^{\circ}59'10''$ West along the section line 653.00 feet and North $0^{\circ}09'50''$ 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 $89^{\circ}58'47''$ West 237.00 feet; thence North $0^{\circ}09'50''$ West 983.63 feet; thence North $89^{\circ}59'10''$ East 237.00 feet; thence South $0^{\circ}09'50''$ 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 $0^{\circ}09'50''$ West along the section line 1346.60 feet and South $89^{\circ}59'10''$ 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 $89^{\circ}59'10''$ West 620.00 feet; thence North $0^{\circ}09'50''$ West 185.30 feet; thence North $89^{\circ}59'10''$ East 620.00 feet to the West line of said 5600 West Street; thence South $0^{\circ}09'50''$ East along said West line 185.30 feet to the point of beginning. Contains 114,885.6 square feet or 2.637 acres.

