

RETURNED TO  
GFI LTD.  
220 South 200 East  
# 50  
SLC UT 84105

DECLARATION OF RESTRICTIONS  
AND  
GRANT OF EASEMENTS

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 Date: JUL 21 1983  
 BY: [Signature]  
 UTAH TITLE CO.  
 Fee Paid \$29.00  
 Recorder Davis County  
 Deputy Book 951 Page 475

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**DECLARATION OF RESTRICTIONS  
AND GRANT OF EASEMENTS**

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("Declaration") is made as of the 19th day of July, 1983, by GFI Ltd. II, a Utah limited partnership ("First Party"), and Albertson's, Inc., a Delaware corporation ("Albertson's").

**I. PRELIMINARY**

**1.1 Definitions:**

(a) "Building Area": That area shown as Building Area on Exhibit "A".

(b) "Common Area": All those areas on each Parcel which are not Building Area together with those portions of the Building Area on each Parcel which are not from time to time actually covered by a building or other commercial structure or cannot under the terms of this Declaration be used for buildings in order to retain the respective Common Area requirements set forth in Section 2.3.

(c) "Lienholder": Any mortgagee under a mortgage or a trustee or beneficiary under a deed of trust constituting a lien on any Parcel.

(d) "Parcel": Parcel 2, 3 or 4.

(e) "Prime Lessee": An owner ("Seller") of a Parcel who sells the Parcel to a third party ("Buyer") and thereafter enters into a lease for the Parcel with Buyer or a lessee or sublessee of Buyer. Prime Lessee includes the successors and assigns of Seller but does not include the sublessees, licences or concessionaires of Seller.

(f) "Restrictions": The easements, covenants, restrictions, liens, charges, obligations and benefits contained in this Declaration.

(g) "Shopping Center": Parcels 2, 3 and 4 collectively. Parcel 4 as shown on Exhibit "A" and more particularly described in Schedule I attached hereto is not currently a part of the Shopping Center. However, at such time as First Party acquires fee title to Parcel 4 said Parcel shall automatically be deemed a part of the Shopping Center without the necessity of the execution of any additional documents and shall thereafter be subject to all of the terms, covenants, conditions and agreements set forth in this Declaration.

(h) Parcel 1: That certain property shown as Parcel 1 on Exhibit "A" attached hereto and more particularly described on Schedule I attached hereto.

1.2 Parties: First Party is the owner of Parcel 3; and Albertson's is the owner of Parcel 2. The Parcels are located at the southeast corner of the intersection of Main Street and 500 South Street, in the City of Bountiful, County of Davis, State of Utah, are more particularly described on Schedule I attached hereto and are shown on Exhibit "A" attached hereto.

1.3 Purpose: The above owners plan to develop the Shopping Center as an integrated retail sales complex for the mutual benefit of all real property in the Shopping Center and, therefore, hereby establish the Restrictions.

## II. BUILDING AND COMMON AREA DEVELOPMENT

2.1 Building Location: All buildings and other structures (except those permitted in Section 2.2 below) shall be placed or constructed upon the Parcels only in the Building Areas, provided, however, canopies and roof overhangs (including columns or pillars supporting them), normal foundations, and doors for ingress and egress may project from the Building Area into the Common Area. All the foregoing must comply with all applicable laws, rules, ordinances and regulations of all governmental authorities sharing jurisdiction. All Building Areas on which buildings are not under construction on the date Albertson's opens its building on Parcel 2 for business shall be covered by a one inch asphalt dust cap and kept weed free and clean at the owner's sole expense until such time as buildings are constructed thereon.

2.2 Common Area: The Common Area may be used for vehicular driving, parking (except that there shall be no double-deck parking), pedestrian traffic, directional signs, sidewalks, walkways, and landscaping and for no other purposes unless otherwise specifically provided in this Declaration. No buildings or structures shall be placed or constructed in the Common Area except pylon and directional signs, as provided in Article IV, paving, bumper guards or curbs, landscape planters, lighting standards, and, to the extent that they do not impede access to the rear or sides of buildings, loading docks, trash enclosures (with all trash being hidden from view from the parking areas), bottle storage areas and other service facilities. The Common Area shall be improved, kept and maintained as provided for in that certain Common Area Maintenance Agreement executed simultaneously herewith.

Following the construction of any portion of the Common Area improvements, the sizes and arrangements of the Common Area improvements, including, without limitation, service drives and parking areas, striping, traffic directional arrows and signs, concrete bumpers, parking lot lighting, perimeter walls and fences, and landscaped areas together with necessary planting, may not be changed without the written consent of the owners of Parcels 2, 3 and 4.

**2.3 Common Area Requirements:** The Common Area shall be developed in accordance with the site plan attached hereto as Exhibit "A". It is understood that the areas designated Building Area for each Parcel on Exhibit "A" are only to show where buildings may be located; but the entire amount of Building Area so designated for any Parcel is not necessarily to be used for buildings. All portions of a Building Area which are not used for buildings shall be developed at the owner's expense and maintained as improved Common Area.

**2.2 Type and Design of Building:**

(a) Each building in the Shopping Center, now and in the future, shall be of first quality construction and architecturally designed so that its exterior elevation (including signs) and color will be architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. No building may be constructed nor the exterior of any existing building changed in any way (including, without limitation, signs and color) without the prior written approval of the owners of Parcels 2, 3 and 4 as to the exterior design, color and elevations of the building to be constructed or modified. The standard signs of Albertson's (but not its successors and assigns) as they may exist from time to time and the opening, closing, or relocation of any door, however, shall not require approval. The standard signs of all other persons (including Albertson's successors and assigns) shall require approval. Notwithstanding the foregoing, the undersigned hereby approve the sign criteria set forth on Exhibit "B" attached hereto and agree that any signs requiring approval and conforming to the requirements of Exhibit "B" shall automatically and without notice to any other person be deemed approved for all purposes of this Declaration. Before construction of any structures or any modification of existing structures which requires approval is commenced, sufficient information shall be sent to the owners whose approval is required to enable the owners to make a

reasonable determination. No owner may arbitrarily or unreasonably withhold its approval of the proposed building or modification if it is in conformity with the intent of this paragraph. An owner must approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and if such owner disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproving. If an owner rejects or disapproves the proposal and fails to provide such explanation within the thirty (30) day period, such owner shall be deemed to have approved same; provided that when the approval was sought, the one seeking the approval stated in writing to the one whose approval was sought that if a disapproval with explanation was not made within the thirty (30) day period, approval will then be deemed to have been given. If the proposal is disapproved as provided herein, then an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal.

(b) Every building shall be either equipped with automatic sprinkler systems which meet all the standards of the Insurance Services Office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any building built upon any other Parcel. The purpose of this paragraph is to allow buildings built on each Parcel to be fire rated as separate and distinct units without deficiency charge.

(c) No building shall be built in such a manner as to adversely affect the structural integrity of any other building on the Shopping Center.

(d) All buildings on Parcel 2 shall be single story with mezzanine permitted and shall not exceed thirty-one (31) feet in height. No mezzanine shall be used for the sale or display of merchandise. No building on Parcel 3 or 4 shall exceed two (2) stories and thirty-one (31) feet in height.

(e) The total floor area of all buildings on Parcels 3 and 4 shall not exceed 5,000 and 6,000 square feet respectively, with a combined total of 46 parking stalls on Parcels 3 and 4. Anything in the preceding sentence to the contrary notwithstanding, the owner of Parcel 3 shall have the right to construct additional square footage within the Building Area of Parcel 3 provided there is on Parcel 3 at least one parking space for every 250 square feet of floor area, plus two parking spaces; and the owner of Parcel 4 shall have the right to construct additional square footage within the Building Area

of Parcel 4 provided there is on Parcel 4 at least one parking space for every 250 square feet of floor area.

### III. EASEMENTS

3.1 Ingress, Egress, and Parking: Each owner hereto, as grantor, hereby grants to the other owners for the benefit of the other owners, their respective successors, assigns, tenants, employees, agents, customers and invitees, and the customers, employees and invitees of such tenants, and for the benefit of each Parcel belonging to the other owners, as grantees, mutual nonexclusive easements for ingress and egress by vehicular and pedestrian traffic and vehicular parking upon, over and across the portion of the Common Area within the grantor's Parcel(s), except for those areas devoted to loading docks, trash enclosures, bottle rooms and other service facilities permitted by Section 2.2 above; provided, however, that the parking rights granted herein shall not inure to the benefit of the employees of any business located on any other Parcel or Parcels. These reciprocal rights of ingress and egress shall apply to the Common Area for each Parcel as such area shall be increased pursuant to Section 2.3 above.

3.2 Utility Lines: Each owner hereto, as grantor, hereby grants to the other owners, for the benefit of the other owners and their Parcels, as grantees, nonexclusive easements under, through and across the Common Area of the grantor's Parcel(s) for water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones or electrical conduits or systems, gas mains, other public utilities and service easements. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of such easements. In the event it is necessary for the owner of a Parcel to cause the installation of a storm drain, utility line or sewer across the Common Area of another Parcel after the initial paving and improving thereof, the other owners shall not unreasonably withhold the granting of an additional easement or easements. The construction and use of such easement facilities shall not unreasonably interfere with the normal operation of any business in the Shopping Center. The grantee shall bear all costs related to the use of the easement and shall repair to the original specifications any damage to the Common Area resulting from such use. At any time and from time to time the owner of a Parcel shall have the right to relocate on its Parcel any utility line or facility installed pursuant to the foregoing grant of easement which is then

located on the land of such owner, provided that any such relocation (a) shall be performed only after sixty (60) days notice of the owner's intention to undertake the relocation shall have been given to the owner of each Parcel served by the utility line or facility; (b) shall not unreasonably interfere with or diminish utility service to the Parcels served by the utility line or facility; (c) shall not reduce or unreasonably impair the usefulness or function of the utility line or facility; (d) shall be performed without cost or expense to the owner or occupant of any Parcel served by the utility line or facility; and (e) the original and relocated area shall be restored to their original specifications.

**3.3 Signs:** Each owner, as grantor, hereby grants to the other owners, for the benefit of the other owners, easements under, through and across the Common Area for the purpose of installing and maintaining the signs hereinafter referred to in Section 4.3 of this Declaration.

**3.4 Building Encroachments:** Each owner with respect to its Parcel hereby grants to the other owners for the benefit of the other owners and their respective Parcels, an easement for any portion of any buildings or structures on any Parcel which may encroach into or over an adjoining Parcel; provided the easement for footings, piers, piles, grade beams and building encroachments does not exceed two (2) feet and the easement for canopies, eaves, and roof overhangs does not exceed four (4) feet. The easements granted in this Section 3.4 shall survive this Declaration and shall last so long as the encroaching building is standing following its initial construction or following a reconstruction where such building is substantially restored to its prior condition following a casualty or condemnation.

**3.5 Permanent Access Easement:** Albertson's hereby grants to First Party for the benefit of First Party, its successors, assigns, tenants, employees, agents, customers and invitees, and the customers, employees and invitees of such tenants, and for the benefit of Parcels 3 and 4, a permanent nonexclusive easement for ingress and egress by vehicular traffic over and across that area designated "Permanent Access Easement" on Exhibit "A" and more particularly described in Schedule II attached hereto and incorporated herein by this reference. The rights granted in this Section 3.5 shall be limited to a driveway not to exceed twenty-five (25) feet in width unless otherwise approved in writing by Albertson's. Any change in the location of the driveway within the Permanent Access Easement shall be subject to the



prior written consent of the owners of Parcels 2, 3 and 4, which consent shall not be unreasonably withheld.

#### IV. OPERATION OF COMMON AREA

4.1 **Parking:** There shall be no charge for parking in the Common Area without the prior written consent of the owners of Parcels 2, 3 and 4 unless otherwise required by law.

4.2 **Employee Parking:** Employee parking for any business in the Shopping Center shall be restricted to the Parcel on which the business is located.

4.3 **Signs:** Two (2) free-standing signs may be erected at the locations designated as "Albertson's Pylon Sign" on Exhibit "A" attached hereto. Only businesses located on Parcel 2 shall have designations on the free-standing signs, and the owner of Parcel 2 shall pay the cost of constructing and erecting the signs. In addition to the above, the owners of Parcels 3 and 4 shall be entitled to erect one (1) monument sign not to exceed six (6) feet in height in a location reasonably acceptable to the owner of Parcel 2. Only businesses located on Parcels 3 and 4 shall have designations on said monument sign. There shall be no other signs, except signs on buildings, in the Shopping Center.

4.4 **Protection of Common Areas:** Each owner and Prime Lessee shall have the right to take such steps as it deems necessary to prevent those persons not authorized by Section 3.1 of this Declaration or by the terms of that certain Declaration of Restrictions and Grant of Easements executed simultaneously herewith with the owners of Parcel 1 to use the Common Area from using the Common Area for ingress, egress and parking. Such steps shall include, without limitation, the construction of fences, walls or barricades along the boundary lines of any portion of the Shopping Center except along the common boundary of any Parcel with any other Parcel.

#### V. RESTRICTIONS ON USE

5.1 **Food and Drug Restrictions:** No portion of Parcel 3 or 4 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), a bakery, a delicatessen, or for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption, or for the sale or offer for

sale of any ethical pharmaceutical products requiring the services of a registered pharmacist.

**5.2 Shopping Center Restrictions:** No part of the Shopping Center shall be used as a theater, bowling alley, skating rink, bar, tavern, adult book store, gym, automotive repair facility, dance hall, billiard or pool hall, game parlor, massage parlor, warehouse, car wash or for the renting, leasing or sale of or displaying for the purposes of renting, leasing or sale of any boat, motor vehicle or trailer, or for industrial purposes.

**5.3 Location Restrictions:** No part of Parcel 3 or 4 shall be used as a health spa or studio, training or educational facility, or entertainment facility; provided, however, that a game room shall be permitted in the east fifty (50) feet of the Parcel 4 Building Area. No restaurant shall be permitted on Parcel 3. No medical, dental, professional or business office containing less than 250 square feet of floor area for each occupant or employee shall be located on Parcel 3 or 4. No stairway, elevator or other public access to the second story of any building constructed on Parcel 3 shall be located within the west one-half ( $\frac{1}{2}$ ) of the Parcel 3 Building Area.

**5.4 Severability:** If any term or provision of this Article V or the application of it to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Article V or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Article V shall be valid and shall be enforced to the extent permitted by law.

## VI. GENERAL PROVISIONS

**6.1 Covenants Run With the Land:** Each Restriction on each Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and each part thereof, and shall run with the land.

**6.2 Successors and Assigns:** This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon the owners and their successors and assigns; provided, however, that if any owner sells any portion or all of its interest in any Parcel, such owner shall thereupon be released and discharged from any and all obligations as owner in connection with the property sold by it arising under this Declaration after the sale and conveyance of title.

**6.3 Duration:** Except as otherwise provided herein, the term of this Declaration shall be for sixty-five (65) years from the date hereof. Anything in this Declaration to the contrary notwithstanding, the provisions of this Declaration shall not be binding upon or inure to the benefit of Parcel 4 until such time as fee title to Parcel 4 is acquired by First Party, its successors or assigns.

**6.4 Injunctive Relief:** In the event of any violation or threatened violation by any owner, lessee, or occupant of any portion of the Shopping Center of any of the terms, covenants and conditions of this Declaration, any or all of the owners of the property included within the Shopping Center, and Albertson's as long as it is an owner or occupant of any portion of the Shopping Center, shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration and all remedies available under statute, law and equity.

**6.5 Modification Provision:** This Declaration may not be modified in any respect whatsoever or rescinded, in whole or in part, except with the consent of the Prime Lessees and the owners of all Parcels in the Shopping Center at the time of such modification or rescission, and then only by written instrument duly executed and acknowledged by all of the required owners and Prime Lessees, duly recorded in the office of the Recorder of Davis County, Utah. No modification or rescission of this Declaration shall affect the rights of any lienholder unless the lienholder consents in writing to the modification or rescission.

**6.6 Method of Approval:** Whenever the approval or consent of any owner is required, such approval or consent shall be exercised only in the following manner. Each Parcel shall have only one vote. The record owners and Prime Lessees of each Parcel shall agree among themselves and designate in writing to the record owners of each of the other Parcels a single person or entity who is entitled to cast the vote for that Parcel. In the event the record owners and Prime Lessees of any Parcel cannot agree who shall be entitled to cast the single vote of that Parcel, that Parcel shall not be entitled to vote. In the event a Parcel is not entitled to vote, its consent or approval shall not be necessary. In the event Albertson's sells Parcel 2 and becomes the Prime Lessee thereon, Albertson's is hereby appointed the entity to cast the vote or give the consent for Parcel 2 on behalf of the owner

thereof so long as Albertson's is the Prime Lessee or has a leasehold estate in Parcel 2, anything in this Declaration to the contrary notwithstanding.

**6.7 Not a Public Dedication:** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purposes whatsoever, it being the intention of the owners that this Declaration shall be strictly limited to and for the purposes herein expressed.

**6.8 Breach Shall Not Permit Termination:** It is expressly agreed that no breach of the Declaration shall entitle any owner to cancel, rescind or otherwise to terminate this Declaration, but such limitations shall not affect in any manner any other rights or remedies which such owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

**6.9 Notices:** All notices to be given pursuant to this Declaration shall be in writing and must be given by United States certified or registered mail, postage prepaid, properly addressed to the owner of each Parcel (and any Prime Lessee where applicable) by name and address as shown on the then current real property tax rolls in Davis County, Utah. All notices to Albertson's, Inc., shall be sent to it at P.O. Box 20, Boise, Idaho 83726, Attention: Legal Department.

**6.10 Attorneys' Fees:** In the event any entity which is entitled to the benefits of this Declaration brings an action at law or in equity to enforce or interpret this Declaration, the prevailing party in such action shall be entitled to recover from the other party its reasonable attorneys' fees and all court costs in addition to all other appropriate relief.

**6.11 Sale & Sale-leaseback Purchaser:**

(a) Notwithstanding anything to the contrary contained in this Declaration, it is expressly agreed that in the event Albertson's sells Parcel 2 to an unaffiliated third party and thereafter enters into a net lease for such property with such third party or its lessee or sublessee (hereinafter referred to collectively as the "Net Lessor"), so long as Albertson's is in possession of the property as a net lessee the parties hereto shall look solely to Albertson's (and Albertson's shall be liable therefor) for the performance

of any obligations either Albertson's or the Net Lessor shall have under this Declaration and the Net Lessor shall be relieved of any obligation for the performance of or liability for the covenants, terms, agreements and restrictions set forth herein relating to either Albertson's or Parcel 2.

(b) If, as a result of any termination or expiration of the interest of Albertson's or its successors or assigns as net lessee of Parcel 2 or any surrender thereof to the Net Lessor or any nominee of the Net Lessor which shall hold said interest for the benefit of the Net Lessor, the Net Lessor shall become liable for the performance of the thereafter accruing obligations under and pursuant to the terms of this Declaration, and if the Net Lessor fails to perform any covenant, term, agreement or condition contained in this Declaration upon its part to be performed, and if as a consequence of such default any other party to this Declaration shall recover a money judgment or other judicial process requiring the payment of money against the Net Lessor, such judgment shall be satisfied only out of, and the sole and exclusive remedy of any such party shall be against, the proceeds of sale received upon execution of such judgment levied thereon against the right, title and interest of the Net Lessor in Parcel 2 and out of the rents and other income or revenue from such property receivable by the Net Lessor, or out of the consideration received by the Net Lessor from the sale or other disposition (including a condemnation) of all or any part of the Net Lessor's right, title and interest in such property and the improvements thereon or out of the insurance proceeds received by the Net Lessor respecting any casualty affecting the improvements on the property, and neither the Net Lessor, nor any partner thereof shall be personally liable for such judgment nor for any deficiency in the payment of such judgment.

(c) Such judgment and the satisfaction thereof out of the proceeds of sale received upon the aforesaid execution and levy against the right, title and interest in Parcel 2, the improvements thereon and/or out of the aforesaid rents or other income or revenue, and/or out of the aforesaid consideration from the sale or other disposition thereof or said insurance proceeds shall in all events be subject to the lien of any first mortgage or deed of trust upon all or any portion of such property.

## VII. PARTY WALL

7.1 Party Wall: The north wall of the building located on Parcel 2 to the extent such wall is contiguous to the Building Area of Parcels 3 and 4

shall be and constitute a party wall for the use and benefit of any buildings constructed on such Parcels and each party hereby grants to the other party an easement together with the right to use, maintain, repair and replace said wall for the support of the roof and walls of any buildings constructed adjacent thereto.

**7.2 Use and Maintenance:** Each party shall be entitled to use and obligated to maintain its respective side of the party wall as if such wall was a separate wall constructed for its own premises so long as no damage shall be done to the other party's building or to the other party's side of the party wall. In the event that any party in utilizing the party wall causes any damage to the wall or to the other party's building, the party causing the damage shall repair the damage at its expense to the other party. The use and maintenance of the party wall by any party shall not unreasonably interfere with the use of the party wall by the other party.

**7.3 Casualty:** In the event all or any portion of the party wall is damaged or destroyed by fire or other casualty, either party with rights therein shall have the right, but not the obligation, at its sole cost and expense, to restore the party wall to its original condition; provided, however, that if the other party shall thereafter make use of the wall, then said party shall contribute to the cost of restoration of the party wall in proportion to said party's use of the wall subject, however, to the right of either party to require a large contribution pursuant to Section 7.2 of this Declaration or any rule of law regarding liability for negligent or willful acts or omissions.

**7.4 Duration:** The provisions of this Article shall survive this Declaration and shall last so long as a building using such party wall is standing.

**7.5 Initial Construction:** First Party agrees to cooperate with Albertson's and to provide Albertson's within thirty (30) days of receipt of request for same all information and engineering data reasonably required for the design and construction of the party wall. In the event said information is not provided to Albertson's within the thirty (30) day period described above, the rights granted in this Article shall terminate. First Party agrees to pay to Albertson's as its pro rata share of the cost of the initial construction of the party wall any increase in the cost of Albertson's north building wall (including footings and foundations for same) attributable to the

use of said wall as a party wall. The provisions of this Article shall apply only to buildings initially constructed on the Parcels.

EXECUTED as of the day and year first above written.

Albertson's, Inc.,  
a Delaware corporation

FIRST PARTY:  
GFI Ltd. II, a Utah  
limited partnership

BY: Thomas R. Saldin  
Vice President & General Counsel

BY: [Signature]  
General Partner

BY: Minnie O. Armstrong  
Secretary

STATE OF IDAHO )  
County of Ada ) ss.

On this 19th day of July, 1983, 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 Vice President and General Counsel 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:

5/1/84

Standa Tschirgi  
Notary Public in and for the  
State of Idaho.  
Residing at Boise, Idaho.

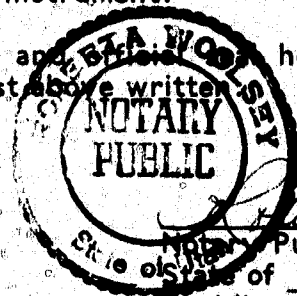
STATE OF UTAH )  
County of DAVIS ) ss.

On this 20 day of July, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared A. WALTER GASSEN to me known to be a General Partner of GFI Ltd. II, a Utah limited partnership, 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.

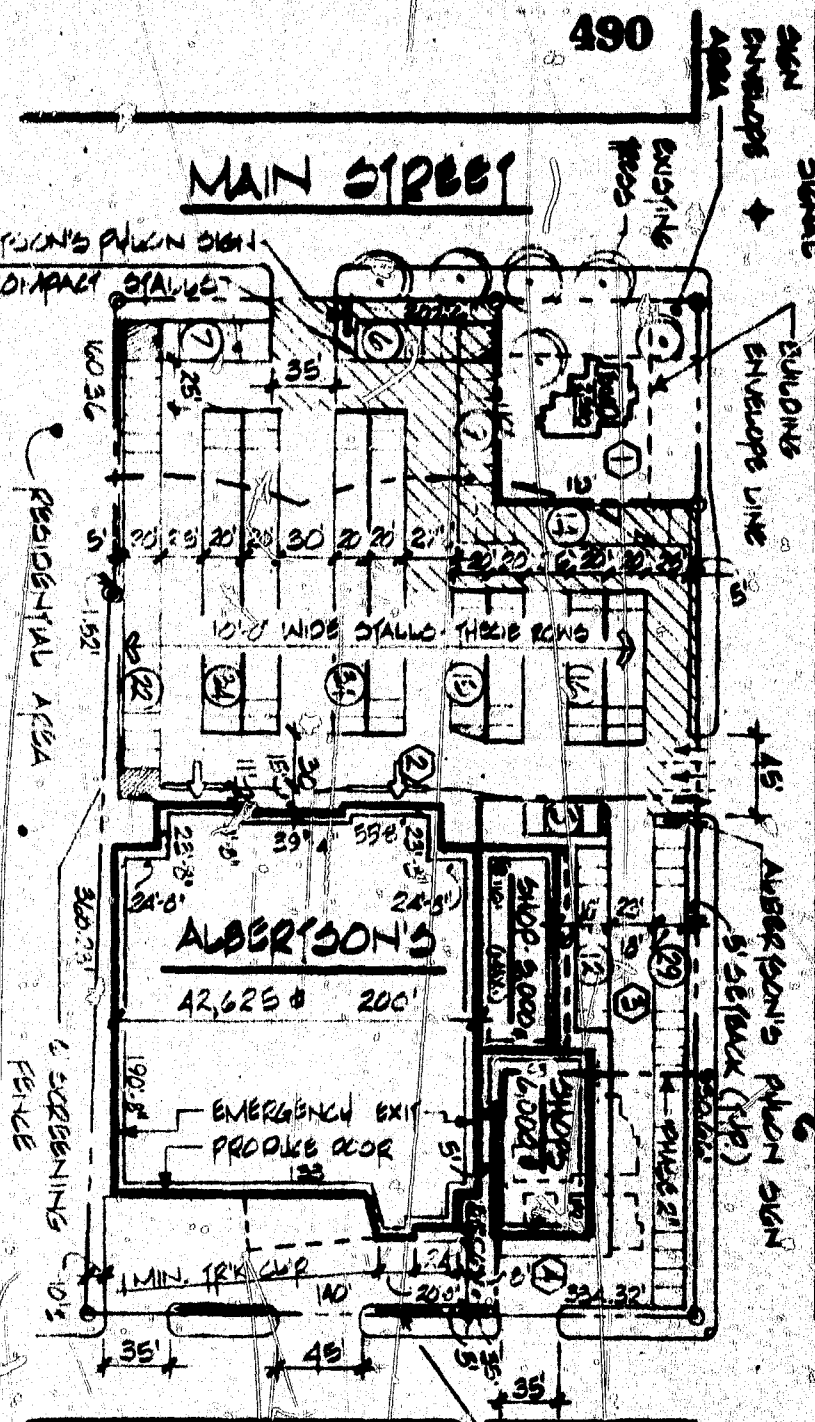
My commission expires:

Oct 1983



Standa Tschirgi  
Notary Public in and for the  
State of Utah  
Residing at Boise, Idaho

500 SOUTH STREET



**EXHIBIT "A" SITE PLAN**

TOTAL BUILDING AREA  
TOTAL CARPARKS  
CARPARKS DESIRED  
CARPARKS MIN 20' x 22'

56,125 sq ft  
203 (-19)  
222  
110

**GENERAL NOTES:**

- OPAID WORK SUBJECT OF SURVEY
- NO PRECEDENTS, NATURAL OAK ONLY
- PARKING REQUIREMENT SHOWN @ 15' STALL FRONT 25' SIDES 25' SPACE 25' ADJACENT TO STREET - A ADJOINING SIDE PROPERTY A 5'-0" SETBACK IS PREPARED.
- BUILDING SETBACKS ARE:
- ALL LANDSCAPING SUBJECT TO DESIGN REVIEW
- PAPER BOUNDARY
- PERMANENT ACCESS
- BUILDING UNIT LINE
- PAPER NUMBER
- PAPER # 15 "PHASE TWO"

SCALE: 1"=100'-0"



1-18-78 O.A.B.  
These drawings are prepared by the undersigned and are not to be used for any other purpose without the written consent of the undersigned. The undersigned shall not be held responsible for any errors or omissions in these drawings.

1-18-78 O.A.B.  
These drawings are prepared by the undersigned and are not to be used for any other purpose without the written consent of the undersigned. The undersigned shall not be held responsible for any errors or omissions in these drawings.

**SITE PLAN**

PROJECT 5152  
OF 500 SOUTH STREET & MAIN STREET

COUNTY OF  
UPAL  
STAKE NO.  
28-P

APPROVED	
DATE	
BY	
PROJECT	
SCALE	
DATE	

DATE: 01/18/78  
BY: O.A.B.  
PROJECT: 5152  
SCALE: 1/8"=10'-0"  
DATE: 1/19/78



## EXHIBIT "B"

## SIGN CRITERIA

These criteria have been established to assure an outstanding Shopping Center and for the mutual benefit of all tenants. Conformance will be strictly enforced and any installed non-conforming signs must be brought into conformance at the sole expense of the Tenant.

THE FOLLOWING SIGN CRITERIA SHALL NOT APPLY TO THE STANDARD SIGNS OF ALBERTSON'S.

## A. General Requirements - All Tenants

1. Each tenant shall obtain and pay for all permits, approvals, installation and maintenance.
2. Each tenant shall be responsible for fulfillment of all requirements of these Sign Criteria.

## B. General Specifications - All Tenants

1. Painted lettering will not be permitted.
2. No animated, flashing or audible signs will be permitted.
3. No exposed illuminated tubing or lamps will be permitted.
4. No exposed raceways, crossovers, conduit conductors, transformers or cabinets will be permitted.
5. No manufacturer's or approval agencies' labels exposed to public view will be permitted.
6. All signs shall bear the U.L. label, and their installation shall comply with all local building and electrical codes.
7. Electrical service to all signs shall be on the respective tenant's electrical system.

## C. Construction Requirements - All Tenants

1. All signs, bolts, fastening and clips shall be of hot-dipped galvanized iron, stainless steel, aluminum, brass or bronze. No black iron materials of any type will be permitted.
2. All exterior signs or letters exposed to the weather shall be mounted 3/4" from the wall surface to which they are applied to permit proper drainage of dirt and water.
3. Location of all openings in building walls for conduit and sleeves shall be shown on the drawings submitted to the Project Architect for approval, and installation shall conform with the approved drawings.

4. All penetrations of any building structure shall be neatly sealed to a watertight condition.
5. Each tenant or its sign contractor shall be responsible for and shall repair any damage to any work caused by its work.
6. Each tenant shall be responsible for the performance of its sign contractor.

**D. Design Requirements - All Tenants**

1. No signs on special backgrounds shall be installed.
2. No signs perpendicular to the building frontage will be permitted.
3. No signs will be permitted on any canopy of building roof.
4. No sign or any portion thereof shall project above parapet or top of wall to which it is affixed.
5. No sign shall be over 24" high from centerline of fascia; 12" both ways.

**E. Design Requirements - All Tenants**

1. Signs shall be located within the sign space available on that side of the tenant building within which the specific tenant's lease space is located.
2. All signs shall not exceed in width 70% of the store front's width.
3. No other sign, advertising placards, banners, pennants, insignias, trademarks or other descriptive material shall be affixed or maintained on the exterior of the building.
4. Signs shall conform in details and specifications.
5. Signs shall be uniform.
6. No individual "logos" will be permitted without approval.
7. Letters shall be individual, internal illuminated with sheet metal sides and translucent acrylic face. Sides shall be baked enamel finish of color and texture matching the color chip to be provided.
8. Letters shall be mounted directly to the background sign panel with nonferrous metal fasteners. Letters shall be spaced not less than 3/4" nor more than 1" from the sign panel face to permit drainage of water and dirt. Sign face shall be 6" from the face of the sign panel.
9. Signs are to be limited to the name of the Tenant. Additional information such as slogans, description of merchandise, and message boards are prohibited.

**F. Miscellaneous**

1. Each tenant who has a non-customer door for receiving merchandise shall stencil its name and address on the door in 2" high block letters. Where the door may serve more than one tenant, each name and address shall be applied. Letters shall be approximately 4'6" above the floor.
2. Any signs located within the interior of Tenant's premises and visible from the parking lot shall be subject to approval.

**G. Exceptions**

1. Signs required by law (i.e., barber pole, bank, etc.) will be permitted.

Parcel No. 1:

Beginning at the Southeast corner of the intersection of Main Street and 500 South Street in Bountiful City, Utah, said point of beginning being South 89°48'05" West 373.89 feet from the Northeast corner of Lot 4, Block "L", North Millcreek Plat, Bountiful Townsite Survey and running thence North 89°48'05" East along the South line of 500 South Street 110.00 feet; thence South 0°11'05" East 110.00 feet; thence South 89°48'05" West 110.00 feet to the East right-of-way line of Main Street; thence North 0°11'05" West along said East line 110.00 feet to the point of beginning. Contains 12,100.00 square feet or 0.278 acres.

Parcel No. 2:

Beginning at a point on the South right-of-way line of 500 South Street, said point being North 89°48'05" East 110.00 feet from the Southeast corner of the intersection of Main Street and 500 South Street in Bountiful City, Utah, and said point of beginning also being South 89°48'05" West 263.89 feet from the Northeast corner of Lot 4, Block "L", Bountiful Townsite Survey and running thence North 89°48'05" East along said South line 158.52 feet; thence South 0°10'30" East 121.04 feet; thence North 89°49'30" East 178.36 feet; thence North 0°10'30" West 9.30 feet; thence North 89°48'05" East 81.525 feet to the West right-of-way line of 100 East Street; thence South 0°10'30" East along said West right-of-way line 222.52 feet to an extension of the North line of Millstream Garden Apartments; thence North 87°52'35" West along said extension and North line of said Millstream Garden Apartments 368.28 feet to the Northwest corner of said apartments; thence North 0°43'18" East 1.52 feet to that certain old fence line described in Decree No. 61341, recorded in Book "F" of Decrees, Page 136 in the Davis County Recorders Office; thence West along said fence line 160.36 feet to the East line of Main Street; thence North 0°11'05" West along said East line 207.32 feet; thence North 89°48'05" East 110.00 feet; thence North 0°11'05" West 110.00 feet to the point of beginning. Contains 128,404.36 square feet or 2.948 acres.

together with the following described real property:

Beginning at a point on the West right-of-way line of 100 East Street, said point being South 0°10'30" East 111.80 feet from the Southwest corner of the intersection of 500 South Street and 100 East Street in Bountiful City, Utah, said point of beginning also being North 89°48'05" East 154.515 feet and South 0°10'30" East 111.80 feet from the Northeast corner of Lot 4, Block "L", North Millcreek Plat, Bountiful Townsite Survey, and running thence North 89°48'05" East 19.30 feet to a point 1.0 foot West of a concrete sidewalk; thence South 0°10'30" East parallel with and 1.0 foot perpendicularly distant Westerly from said sidewalk for a distance of 223.30 feet to an extension of the North line of Millstream Garden Apartments; thence North 87°52'35" West along said extension 19.32 feet to the West right-of-way line of said 100 East Street; thence North 0°10'30" West along said West right-of-way line 222.52 feet to the point of beginning. Contains 4303.1 square feet or 0.099 acre.

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P-03-036-0056  
93-034-007, 0052, 0053, 0054, 0057, 0058, 0059, 0060  
P-03-036-0057, 0059

Parcel No. 3:

Beginning at a point on the South right-of-way line of 500 South Street, said point being North 89°48'05" East 268.52 feet from the Southeast corner of the intersection of Main Street and 500 South Street in Bountiful City, Utah, and said point of beginning also being South 89°48'05" West 105.37 feet from the Northeast corner of Lot 4, Block "L", Bountiful Townsite Survey, and running thence North 89°48'05" East along said South line 149.36 feet; thence South 0°10'30" East 111.80 feet; thence North 89°48'05" East 29.00 feet; thence South 0°10'30" East 9.30 feet; thence South 89°49'30" West 178.36 feet; thence North 0°10'30" West 121.04 feet to the point of beginning. Contains 17,353.93 square feet or 0.421 acres.

Parcel No. 4:

Beginning at a point on the South right-of-way line of 500 South Street, said point being North 89°48'05" East 417.88 feet from the Southeast corner of the intersection of Main Street and 500 South Street in Bountiful City, Utah, and said point of beginning also being North 89°48'05" East 43.99 feet from the Northeast corner of Lot 4, Block "L", Bountiful Townsite Survey, and running thence North 89°48'05" East along said South line 110.525 feet to the Southwest corner of the intersection of 500 South Street and 100 East Street; thence South 0°10'30" East along the West right-of-way line of said 100 East Street 111.80 feet; thence South 89°49'30" West 110.525 feet; thence North 0°10'30" West 111.80 feet to the point of beginning. Contains 12,356.695 square feet or 0.284 acres.

and the following described real property:

Beginning at the Southwest corner of the intersection of 500 South Street and 100 East Street in Bountiful City, Utah, said point of beginning also being North 89°48'05" East 154.515 feet from the Northeast corner of Lot 4, Block "L", North Millcreek Plat, Bountiful Townsite Survey, and running thence North 89°48'05" East 19.30 feet to a point 1.0 foot West of a concrete sidewalk; thence South 0°10'30" East parallel with and 1.0 foot perpendicularly distant Westerly from said sidewalk for a distance of 111.80 feet; thence South 89°48'05" West 19.30 feet to the West right-of-way line of said 100 East Street; thence North 0°10'30" West along said West right-of-way line 111.80 feet to the point of beginning. Contains 2157.7 square feet or 0.050 acres.

Schedule II to Declaration

Parcel No. 5 (Access Easement):

Beginning at a point on the South right-of-way line of 500 South Street, said point being North 89°48'05" East 110.00 feet from the Southeast corner of the intersection of Main Street and 500 South Street in Bountiful City, Utah, and said point of beginning also being South 89°48'05" West 263.89 feet from the Northeast corner of Lot 4, Block "L", Bountiful Townsite Survey and running thence North 89°48'05" East along the South right-of-way line of 500 South Street 158.52 feet; thence South 0°10'30" East 29.43 feet; thence South 89°49'30" West 110.50 feet; thence South 0°10'30" East 130.00 feet; thence South 89°49'30" West 110.00 feet; thence South 0°10'30" East 72.50 feet; thence South 89°49'30" West 48.00 feet to the East right-of-way line of Main Street; thence North 0°11'05" West along said East line 121.82 feet; thence North 89°48'05" East 110.00 feet; thence North 0°11'05" West 110.00 feet to the point of beginning.

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 Ex. 4-2-77 MC