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#3-P SEC 500 South and Main
Bountiful, UT
7/15/83

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DECLARATION OF RESTRICTIONS AND
GRANT OF EASEMENTS
(PARCEL 1)

497

Blk 4-L-NMC
Blk 39-NMC

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

WITNESSETH:

WHEREAS, First Party is the owner of Parcel 1, Albertson's is the owner of Parcel 2 and GFI is the owner of Parcel 3 located in the City of Bountiful, County of Davis, State of Utah, as shown on Exhibit "A" and more particularly described in Schedule I attached hereto and incorporated herein by this reference, hereinafter collectively referred to as "Shopping Center"; and

WHEREAS, the parties desire to impose upon the Shopping Center certain easements, covenants and restrictions for the benefit of the Shopping Center and each Parcel included therein so as to protect the respective values of each Parcel.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1. General Use. The Shopping Center shall be used solely for commercial purposes and for the construction, operation and maintenance of mercantile businesses and professional establishments, financial institutions and related facilities including, without limitation, vehicular driving and parking facilities.

2. Parcel 1 Restrictions. No part of Parcel 1 shall be used as a supermarket (which shall be defined as any store or department containing at least 2,500 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. No restaurant containing more than 3,000 square feet of floor area shall be located on Parcel 1 unless there shall be provided on Parcel 1

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On Margin

Recorded at request of
Date: 7/21/83
By: [Signature]
UTAH TITLE CO.
741M CAROL DEAN PAGE Recorder Davis County
Deputy Book 251 Page 477
Fee Paid \$ 17.00

one (1) parking space for every 100 square feet of floor area in excess of 3,000 square feet.

3. **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 purpose of renting, leasing or sale of any boat, motor vehicle or trailer, or for industrial purposes.

4. **Building Size and Location:**

(a) All buildings located on Parcel 1 shall be placed or constructed only within the Building Area shown on Exhibit "A". The total floor area of all buildings constructed on Parcel 1 shall not exceed 5,000 square feet. Anything in the preceding sentence to the contrary notwithstanding, First Party shall have the right to construct additional square footage within the Parcel 1 Building Area provided all parking spaces and open areas required for the construction of such additional square footage are located on Parcel 1.

(b) No building on Parcel 1 shall exceed two (2) stories and twenty-four (24) feet in height.

(c) Any new building constructed on Parcel 1, together with any addition or modification thereto, shall be architecturally designed so that its exterior elevation and color will be architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. First Party agrees to provide GFI and Albertson's with a copy/sample of the exterior elevations/color for any such building and any addition or modification thereto at least fifteen (15) days prior to the construction thereof.

(d) All trash enclosures and other service facilities located on Parcel 1 shall be attractively screened from view.

5. **Easements.**

(a) GFI and Albertson's hereby grant 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 Parcel 1, a permanent nonexclusive easement for ingress and egress by pedestrian and vehicular traffic and customer and employee vehicular parking 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; provided, however, that the parking easement granted herein shall be limited to a total of twenty-five (25) parking spaces. GFI and Albertson's agree, at their sole cost and expense, to initially construct a driveway and parking area within the Permanent Access Easement in accordance with the site plan shown on Exhibit "A". The location of the driveway and parking areas located within the Permanent Access Easement and shown on Exhibit "A" shall not be changed without the prior written consent of the parties hereto, which consent shall not be unreasonably withheld or delayed; provided, however, that in no event will GFI or Albertson's be required to provide more than twenty-five (25) parking spaces at any time within the Permanent Access Easement. First Party shall have the right at any time to delete no more than three (3) parking spaces (thirty (30) feet total width) within the Permanent Access Easement at up to two (2) different locations for the purpose of constructing, at First Party's sole expense, a driveway for ingress and egress between the Parcel 2 Common Area and Parcel 1 in which event (i) the total number of parking spaces required to be provided by GFI and Albertson's within the Permanent Access Easement pursuant to this Declaration shall be reduced by the total number of parking spaces deleted by First Party pursuant to this subparagraph (a), and (ii) First Party shall provide on Parcel 1, in addition to any parking spaces otherwise required to be provided on Parcel 1 pursuant to either Section 2 or Section 4 of this Declaration, one parking space for each parking space deleted pursuant to this subparagraph (a). The location of the driveway or driveways shall be subject to the prior written consent of GFI and Albertson's, which consent shall not be unreasonably withheld or delayed. First Party shall not permit any liens to stand against Parcel 2 as a result of any work performed by First Party pursuant to this subparagraph (a).

(b) GFI and Albertson's hereby grant to 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 Parcel 1, a nonexclusive easement for ingress and egress by pedestrian and vehicular traffic over and across the Common Area of Parcels 2 and 3. For the purpose of this subparagraph (b), "Common Area" shall be deemed

to include all those portions of Parcels 2 and 3 which are from time to time devoted to ingress and egress by pedestrian or vehicular traffic.

(c) Notwithstanding anything herein to the contrary, if, at any time during the term of this Declaration, any portion of Parcel 1 is used for any of the uses prohibited by Sections 1, 2 or 3 of this Declaration, either GFI or Albertson's shall have the right, by notice to the other parties, to unilaterally terminate the provisions of this Section 5 and either GFI or Albertson's shall at any time thereafter have the right to erect barriers along the common boundary lines of Parcels 1 and 2 to prevent ingress and egress to and from Parcel 1 over the Permanent Access Easement or Common Area of either Parcel 2 or Parcel 3; provided, however, that prior to any such unilateral termination of the provisions of this Section 5 or the erection of barriers along the common boundary lines of Parcels 1 and 2, First Party, its successors or assigns, shall have thirty (30) days after notice by Albertson's or GFI to cure and cease the prohibited use.

6. Signs. First Party shall be entitled, at its own expense and subject to all governmental laws, rules and regulations applicable thereto, to erect, operate and maintain one (1) free-standing sign on Parcel 1 in the location shown on Exhibit "A". In addition to the foregoing, First Party shall be entitled to erect, at its own expense, one informational sign not to exceed five (5) feet in height plus such additional informational signs not to exceed three (3) feet in height as are reasonably required for any business on Parcel 1. There shall be no other signs (except signs on buildings) on Parcel 1. No sign on any building on Parcel 1 shall be located on the roof (mansard excepted) or extend above the roofline of any building located on Parcel 1.

7. Notices. All notices provided for herein must be in writing and shall be given by registered or certified United States mail, return receipt requested, postage prepaid, properly addressed to the party to whom notice is given by name and address as shown on the then current real property tax rolls of Davis County, Utah. Anything in the preceding sentence to the contrary notwithstanding, all notices to Albertson's shall be sent to it at P.O. Box 20, Boise, Idaho 83726, Attn: Legal Department. The person and place to which notice is to be given may be changed by any party upon written notice to the other parties.

8. **Successors and Assigns.** The provisions of this Declaration shall constitute covenants running with the land and shall be binding upon and inure to the benefit of each of the parties hereto, their heirs, personal representative, successors and assigns.

9. **Duration.** Except as otherwise provided in Section 5(a), the term of this Declaration shall be for sixty-five (65) years from the date hereof.

10. **Injunctive Relief.** In the event of any violation or threatened violation by any person of any of the terms, covenants or conditions of this Declaration, any or all of the parties hereto and Albertson's, so long as Albertson's is an owner or occupant of any part 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 or available under statute, law or equity.

11. **Modification.** This Declaration may not be modified in any respect whatsoever or rescinded, in whole or in part, except with the consent of all of the parties hereto and then only by written instrument duly executed and acknowledged by all of the parties hereto and 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. In the event Albertson's sells Parcel 2 to an unaffiliated third party and thereafter enters into a net lease for Parcel 2 with said third party or a lessee or sublessee of said third party, Albertson's is hereby appointed the entity to give any consent required herein for Parcel 2 on behalf of the owner thereof so long as Albertson's has a leasehold estate in Parcel 2, anything in this Declaration to the contrary notwithstanding.

12. **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 parties hereto that this Declaration shall be strictly limited to and for the purposes herein expressed.

13. **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 court costs in addition to all other appropriate relief.

14. 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.

EXECUTED as of the day and year first above written.

Albertson's, Inc.,
a Delaware corporation

FIRST PARTY:

By: Thomas R. Saldin
Vice President & General Counsel

George S. Diamenti II
George S. Diamenti II

By: Minnie O. Armstrong
Secretary

Thomas C. Mabey
Thomas C. Mabey

GFI Ltd. II,
a Utah limited partnership

By: [Signature]
General Partner

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

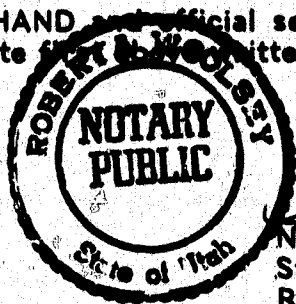
STATE OF Utah)
County of DAVIS) ss.

On this 20 day of July, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared WALTER CASSE 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



Robert Woolsey
Notary Public in and for the
State of Utah
Residing at Bountiful, Utah

STATE OF UTAH)
County of Davis) ss.

On this 19 day of July, 1983, before me, the undersigned a Notary Public in and for said State, personally appeared George S. Diumenti II and Thomas C. Mabey, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires:

1-29-87

Cheryl P. Green
Notary Public in and for the
State of Utah
Residing at Bountiful

Schedule I to Declaration of Restrictions (Parcel I)

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.

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 18,353.93 square feet or 0.421 acres.

Schedule II to Declaration of Restrictions (Parcel I)

Parcel No. 5 (Access Easement):

4-L-NMC
 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.

M 03-026, 0020, 0051, 0052, 0053, 0058, 0059 (

500 SOUTH STREET

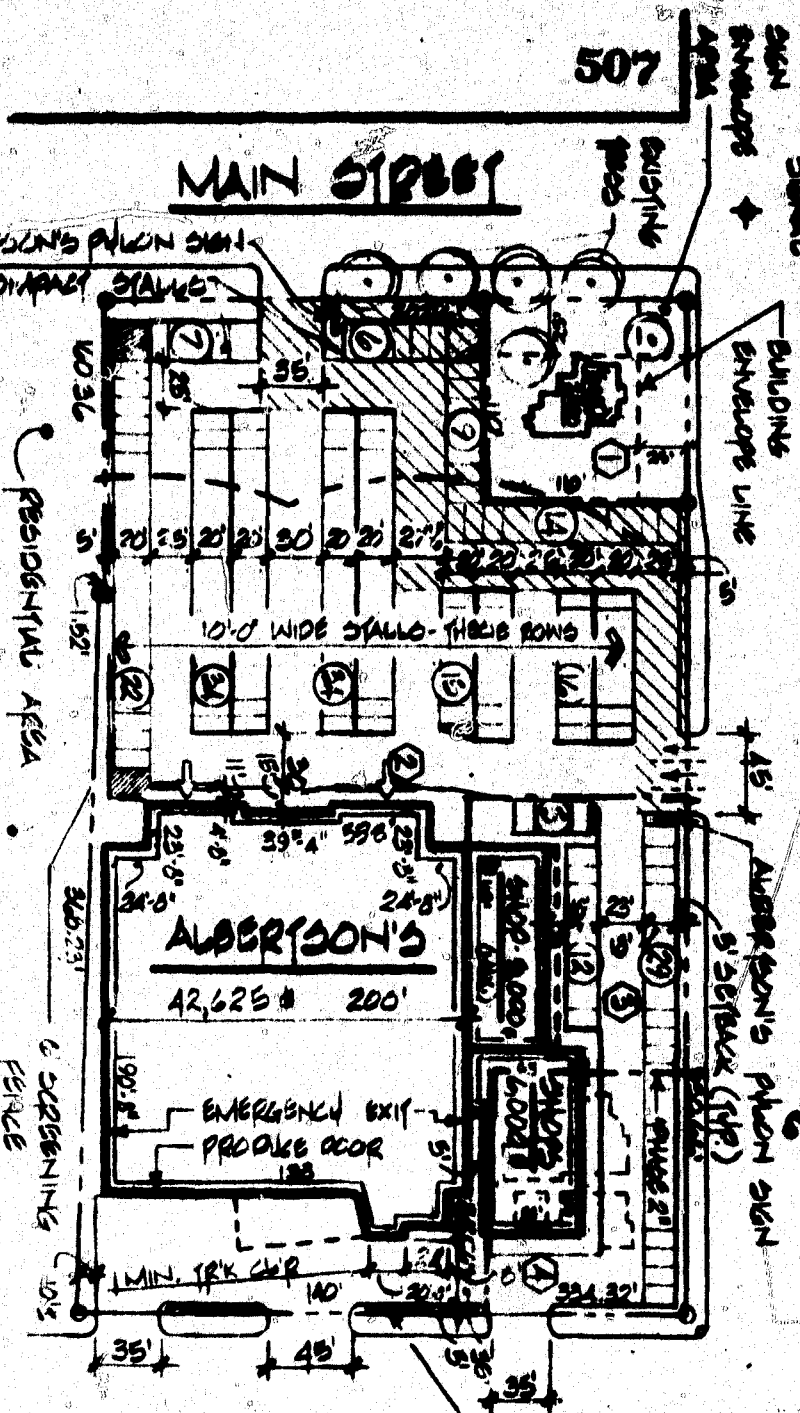
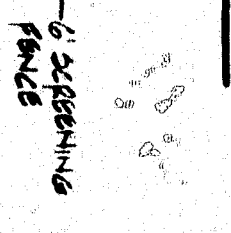


EXHIBIT "A" SITE PLAN

10' FUL SUBDIVISION AREA
 TOTAL CARPARKS
 CARPARKS PROVIDED
 CARPARKS MIN 200 R

519,125 sq ft
 203 (-19)
 222
 110



SCALE: 1"=100'-0"

GENERAL NOTES:

- DRAWN UNDER BENEFIT OF APPROVAL
- NO TRUCKS, TRUCKS OR CARS ONLY
- PARKING REQUIREMENTS SHOWN @ 15' STALL FOR 2000 sq ft NET FLOOR AREA (BOX STORE)
- BUILDING'S SETBACKS ARE:
 FRONT: 25' SIDE: 25' REAR: 25' ADJACENT TO STREET - ADJOINING SIDE PROPERTY A 5'-0" SETBACK IS PRESERVED.
- ALL LANDSCAPING SUBJECT TO DESIGN REVIEW
- PERMANENT BOUNDARY
- PERMANENT ACCESS
- BUILDING LIMIT LINE
- PAVEMENT NUMBER
- PAVEMENT 4' IS 'PHASE TWO'



1-18-83 11:00 AM
 THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN CONSENT OF THE ARCHITECT. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES RENDERED AND DOES NOT EXTEND TO ANY OTHER MATTER. THE ARCHITECT'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES RENDERED AND DOES NOT EXTEND TO ANY OTHER MATTER.

SITE PLAN

PROJECT S.E.T.
 OF 500 SOUTH STREET & MAIN STREET
 BUILDING, UPRAID
 STORE NO. 139P

Drawn By: D.A.S.
 Checked By: [Signature]
 Date: 6/9/83

APPROVED	
DESIGNER	[Signature]
CHECKED	[Signature]
DATE	6/9/83