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COMMON AREA MAINTENANCE AGREEMENT

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 UTAH TITLE CO.  
 #927 AM CAROL DEAN PAGE Recorder Davis County  
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## COMMON AREA MAINTENANCE AGREEMENT

THIS COMMON AREA MAINTENANCE AGREEMENT ("Agreement") is made as of the 19th day of July, 1983, by and between George S. Diumentii II and Thomas C. Mabey ("First Party"), GFI Ltd. II, a Utah limited partnership ("GFI") and Albertson's, Inc., a Delaware corporation ("Albertson's").

1. Recitals.

1.1. First Party is the owner of Parcel 1, Albertson's is the owner of Parcel 2 and GFI is the owner of Parcel 3 as shown on Exhibit "A" and described in Schedule I attached hereto and incorporated herein by this reference. Parcels 2 and 3 are hereinafter collectively referred to as "Shopping Center". Parcel 1, 2 or 3 is sometimes referred to as "Parcel". 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 GFI 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 Agreement.

1.2 By virtue of that certain document entitled "Declaration of Restrictions and Grant of Easements", dated July 19, 1983 and recorded in Book     , Page     , Records of Davis County, Utah ("Declaration"), GFI and Albertson's have imposed certain covenants, conditions and restrictions upon their Parcels and have executed reciprocal easements each in favor of the other covering those portions of the Shopping Center defined in the Declaration which are designated as "Common Area", namely, those portions of the Shopping Center which are not shown as "Building Area" on Exhibit "A" attached hereto.

1.3 By virtue of that certain document entitled "Declaration of Restrictions and Grant of Easements (Parcel 1)", dated July 19, 1983 and recorded in Book     , Page     , Records of Davis County, Utah, the parties have imposed certain covenants, conditions and restrictions upon their Parcels and have granted to First Party certain nonexclusive easements over and across that portion of the Common Area designated "Permanent Access

Easement" on Exhibit "A" attached hereto together with such additional portions of the Shopping Center as are from time to time developed for ingress and egress by pedestrian or vehicular traffic.

1.4 The owners desire to provide for the common operation, cleaning, maintenance and insurance of the Common Area within the Shopping Center as hereinafter provided.

## 2. Maintenance Standards.

2.1 Commencing with the opening of Albertson's store, the Maintenance Director shall, except as hereinafter provided, maintain the Shopping Center Common Area at all times in good and clean condition and repair, said maintenance to include, but not be limited to, the following:

(a) Maintaining the asphalt surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability, and restriping when necessary;

(b) Removing all snow, papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(c) Placing, keeping in repair, and replacing any necessary or appropriate directional signs, markers and lines;

(d) Operating, keeping in repair, and replacing when necessary, such artificial lighting facilities as shall be reasonably required (except for the After Hours Lighting mentioned in Article 3 below);

(e) Maintaining all landscaped areas including those located on the perimeter of the Shopping Center (but not on Parcel 1) and repairing automatic sprinkler systems and water lines and making replacements of shrubs and other landscaping as is necessary; and

(f) Maintaining and repairing any and all walls, common storm drains, utility lines, sewers and other services which are necessary for the operation of the buildings and improvements within the Shopping Center.

2.2 In addition to the foregoing, the Maintenance Director shall provide general public liability insurance insuring First Party, Albertson's, GFI, and all persons who now or hereafter own or hold portions of the Shopping Center or Parcel 1 or building space within the Shopping Center or Parcel 1 or any leasehold estate or other interest therein as their respective

interests may appear (provided that the Maintenance Director is notified in writing of such interest) against claims for personal injury, death or property damage occurring in, upon or about the Shopping Center Common Area. Such insurance shall be written with an insurer licensed to do business in the State of Utah, and Albertson's, GFI and First Party shall be named on the policy as additional insureds. The limits of liability of all such insurance shall be not less than \$1,000,000 for injury to or death of any one person, \$1,000,000 for injury to or death of more than one person in one occurrence and \$500,000 with respect to damage to property; or, in lieu of such coverage, a combined single limit (covering bodily injury and property damage liability) with a limit of not less than \$1,000,000. The Maintenance Director shall furnish Albertson's, GFI and First Party with certificates evidencing such insurance. The policies of such insurance shall provide that the insurance represented by such certificates shall not be changed or cancelled without the giving of ten (10) days' written notice to the holders of such insurance and the holders of such certificates.

2.3 The Common Area of Parcel 1 shall be maintained at all times by the owners thereof in good and clean condition and repair and in a quality and condition comparable to the quality and condition of the operation, maintenance and repair of the Shopping Center Common Area.

### 3. Lighting.

3.1 It is agreed that the artificial lighting for the Shopping Center Common Area shall remain on while the business on Parcel 2 is open for business. If artificial lighting for a time later than 6:00 p.m. ("After Hours Lighting") is needed by any owners or tenants, then such artificial lights to service such owners or tenants shall be separately metered or otherwise measured or reasonably estimated and all expenses thereof shall be paid by such owners or tenants to the extent appropriate. Such owners or tenants shall pay a reduced proportion of the expense of lighting the Shopping Center Common Area according to the extent to which such owner or tenant is lighting the Shopping Center Common Area by separately metered lights.

### 4. Taxes.

4.1 Each owner shall pay direct to the tax collector when due, the real property taxes and other special taxes and assessments assessed against the owner's Parcel, including the portion of the Shopping Center Common Area on such owner's Parcel.

**5. Maintenance Director.**

5.1 The owners hereby appoint GFI as Maintenance Director of the Shopping Center Common Area from and after the date Albertson's opens for business.

5.2 The owners of at least two (2) Parcels (provided that Parcel 2 is included within such group), may remove the Maintenance Director by executing and filing of record and serving on the owners of the remaining Parcels an instrument stating that the Maintenance Director has been removed in which event the owners of a majority of the Parcels shall appoint another owner to be the new Maintenance Director.

5.3 The Maintenance Director shall have the right, upon giving ninety (90) days' prior written notice to all owners and tenants of the Parcels, to resign as Maintenance Director; whereupon a new Maintenance Director shall then be appointed with the approval of a majority of the owners of the Parcels.

**6. Reimbursement of Maintenance Director.**

6.1 The Maintenance Director shall contract for and pay for all of the items enumerated as maintenance and insurance expenses in Article 2 herein, provided that the Maintenance Director shall not contract for or pay for any item the pro rata share of which for any Parcel exceeds Two Thousand Dollars (\$2,000.00) without the prior written consent of the owner of that Parcel.

6.2 At least thirty (30) days prior to the initial commencement of the cleaning and sweeping of the Shopping Center Common Area and any other Common Area maintenance work done on a regular basis, the Maintenance Director shall submit said Common Area maintenance work for bid to at least four (4) bidders approved in writing by the owners of Parcels 1, 2 and 3, which approval shall not be unreasonably withheld. The names of the bidding contractors or companies and the amount of their respective bids shall be furnished to the owners of Parcels 1, 2 and 3 by the Maintenance Director within ten (10) days after receipt thereof. The Maintenance Director shall award the contract to the low bidder unless the prior written consent of the owners of Parcels 1, 2 and 3 to award the contract to a higher bidder is obtained by the Maintenance Director.

6.3 The owners of all the Parcels shall cause the Maintenance Director to be reimbursed for all its out-of-pocket expenses in performing such services plus a maximum service charge of ten percent (10%) of said expenses to cover administration costs; provided, however, that the ten percent (10%) service charge shall not exceed Three Hundred Fifty Dollars (\$350.00) for any individual item of service performed without the prior written approval of the owners of at least two (2) Parcels (provided that Parcel 2 is included within such group).

6.4 The Maintenance Director agrees to operate on a nonprofit basis with an end to keeping such expenses at a reasonable minimum.

7. Billing for Expenses.

7.1 The owner of each Parcel (or its respective delegates, tenants, or agents, as it may direct) shall be billed quarterly for its pro rata share of all expenses incurred by the Maintenance Director in maintaining the Shopping Center Common Area as provided above, including the ten percent (10%) administration cost in Article 6 above, with the first billing date being the last day of the first full calendar quarter following the date of completion of the Common Area improvements. The proportionate share of the total Common Area expenses to be borne by each owner for any year shall be that proportion set forth below:

(a) As to those items set forth in Section 2.1(a), (b), (c) and (d):

	Building Area	Percent
Parcel 1	2,500	5.04
Parcel 2	42,055	84.87
Parcel 3	5,000	10.09
TOTAL:	49,555	100.00

Provided, however, that at such time as Parcel 4 becomes a part of the Shopping Center, the above percentages shall be amended as follows:

	Building Area	Percent
Parcel 1	2,500	4.50
Parcel 2	42,055	75.70
Parcel 3	5,000	9.00
Parcel 4	6,000	10.80
TOTAL:	55,555	100.00

(b) As to those items set forth in Section 2.1(e) and (f):

	Building Area	Percent
Parcel 1	2,500	0
Parcel 2	42,055	89.37
Parcel 3	5,000	10.63
TOTAL:	49,555	100.00

Provided, however, that at such time as Parcel 4 becomes a part of the Shopping Center, the above percentages shall be amended as follows:

	Building Area	Percent
Parcel 1	2,500	0
Parcel 2	42,055	79.27
Parcel 3	5,000	9.42
Parcel 4	6,000	11.31
TOTAL:	55,555	100.00

(c) The percentages set forth in subparagraphs (a) and (b) above shall be adjusted to reflect any increase in the square footage of buildings constructed on any Parcel in excess of the Building Area set forth above.

#### 8. Effect of Sale by Owner.

8.1 If any owner of a Parcel sells its Parcel, then after the date of sale, such owner shall have no further obligation under this Agreement with respect to such Parcel sold; provided, however, the selling owner shall remain liable for obligations incurred prior to said sale.

#### 9. Default in Payment of Expenses.

9.1 In the event any owner fails or refuses at any time to pay when due its share of the maintenance and insurance expenses as set forth in Article 7 above, then legal action may be instituted against the defaulting owner for reimbursement plus interest on the unpaid principal balance at the prime interest rate charged by First Interstate Bank of Utah to major commercial borrowers plus four percent (4%), or at the highest rate allowed by law, whichever is less. Furthermore, the other owners shall have a lien on the Parcel of the defaulting owner for the amount of the expenses, which amount shall bear interest at the prime interest rate charged by First Interstate Bank of Utah to major commercial borrowers plus four percent (4%), or at the highest rate allowed by law, whichever is less, until paid; provided,

that if there be a bona fide dispute as to the existence of such default or of the amount due and all undisputed amounts are paid, there shall be no right to place a lien on such owner's Parcel until such dispute is settled by final court decree or mutual agreement.

9.2 In the event an owner fails to pay taxes and assessments on its Parcel when due, any other owner may pay such taxes if such taxes are delinquent and the owing owner has not commenced and is not duly prosecuting any contest of such taxes. The curing owner shall then bill the defaulting owner for the expenses incurred. The defaulting owner shall have fifteen (15) days within which to pay the bill; if the defaulting owner does not so pay, the curing owner shall have a lien on the Parcel of the defaulting owner for the amount of the bill, which amount shall bear interest at the prime interest rate charged by First Interstate Bank of Utah to major commercial borrowers plus four percent (4%), or at the highest rate allowed by law, whichever is less, until paid; provided, that if there be a bona fide dispute as to the existence of such default or of the amount due and all undisputed amounts are paid, there shall be no right to place a lien on any owner's Parcel until such dispute is settled by final court decree or mutual agreement.

9.3 In addition to the foregoing, if any owner defaults under this Agreement, any other owner may institute legal action against the defaulting owner for specific performance, declaratory relief, damages, or other suitable legal or equitable remedy. In addition to recovery of the sums so expended on behalf of the defaulting owner, the prevailing party in the action shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party in any such action.

#### 10. Lien for Expenses or Taxes.

10.1 The lien provided for in Article 9 above shall only be effective when filed for record by the curing owner as a claim of lien against the defaulting owner in the Office of the County Recorder of Davis County, Utah, signed and verified, which shall contain at least:

- (a) A statement of the unpaid amount of costs and expenses;
- (b) A description sufficient for identification of that portion of the property of the defaulting owner which is the subject of the lien; and



- (c) The name of the owner or reputed owner of the property which is the subject of the alleged lien.

10.2 The lien, when so established against the real property described in the lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing the lien. The lien shall be for the use and benefit of the person curing the default of the defaulting owner, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

#### 11. Right to Maintain Parcel Separately.

11.1 The owner of any Parcel in the Shopping Center may, at any time and from time to time, upon at least sixty (60) days prior written notice to the Maintenance Director and the other owners, elect to assume the obligations of the Maintenance Director to maintain and repair such owner's portion of the Shopping Center Common Area, except for repaving, lighting and insurance, and other costs which cannot be practicably segregated or allocated between the Parcels, which costs shall continue to be proportionately paid for by each owner pursuant to the formula in Article 7 of this Agreement. In the event of any such assumption by the owner of any Parcel in the Shopping Center, such owner agrees to maintain and repair its portion of the Shopping Center Common Area at its sole cost and expense in a manner and at a level of quality at least comparable to that of the Maintenance Director subject to reimbursement by First Party of First Party's pro rata share pursuant to Section 11.2 below. Any owner may also elect to terminate its obligations to maintain and repair its own portion of the Common Areas by giving at least sixty (60) days' prior notice to the Maintenance Director, in which event the Maintenance Director shall resume its duties and the owner so electing agrees to pay for its pro rata share of costs pursuant to the formula in Article 7.

11.2 In the event of any such assumption by the owner of any Parcel in the Shopping Center or in the event there should at any time cease to be a Maintenance Director, First Party shall continue to reimburse the owners of the Shopping Center Parcels for its pro rata share of maintaining and insuring the Shopping Center Common Area in accordance with the procedures and subject to all of the rights and remedies set forth in Articles 7, 9 and 10 of this Agreement. In either such event, First Party's pro rata share

of the Common Area maintenance and insurance costs for each Shopping Center Parcel shall be that proportion obtained by dividing the Parcel 1 Building Area by the total Building Area for Parcel 1 and the Shopping Center Parcel for which reimbursement is requested computed in accordance with Section 7.1 (c) of this Agreement.

**12. Responsibility if No Maintenance Director.**

12.1 Subject to the provisions of Section 11.2 above, in the event there should at any time cease to be a Maintenance Director, each owner shall be responsible for the maintenance, insurance and lighting of its own Parcel according to the standards herein enumerated, as well as the provision for insurance as to its Parcel. If any owner fails to perform such obligations, such failure shall constitute a default, in which case any other owner may cause the performance of the obligations and bill the defaulting owner for the expenses incurred. In such event, the applicable provisions and remedies of Articles 9 and 10 shall apply.

**13. Sale and Leaseback by Albertson's or GFI.**

13.1 In the event Albertson's or GFI sells Parcel 2 or 3, respectively, and becomes the lessee thereon, Albertson's or GFI, respectively, shall have all of the rights and obligations of the owners of Parcels 2 or 3, respectively, including without limitation the right to appoint and remove the Maintenance Director and to give other approvals, so long as Albertson's or GFI has a leasehold estate in or is a lessee of Parcel 2 or 3, respectively.

**14. General Provisions.**

14.1 This Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

14.2 This Agreement shall have a term of sixty-five (65) years from the date hereof, unless earlier terminated by the mutual agreement of the owners; provided, that this Agreement shall terminate automatically upon the termination of the Declaration.

14.3 Notwithstanding any of the provisions of this Agreement, a breach of any of the conditions and covenants contained herein shall not defeat, affect or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but such conditions and covenants shall be binding and effective against any owner of any Parcel or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

14.4 Each condition and covenant respecting any one Parcel shall be appurtenant to and for the benefit of the other Parcels and each part thereof. Each condition and covenant respecting any one Parcel shall be a burden thereon for the benefit of the other Parcels and each part thereof, and shall run with the land.

15. Sale & Sale-leaseback Purchaser.

15.1 Notwithstanding anything to the contrary contained in this Agreement, 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 Agreement and the Net Lessor shall be relieved of any obligation for the performance of or liability for the covenants, terms, agreements and conditions set forth herein relating to either Albertson's or Parcel 2.

15.2 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 Agreement, and if the Net Lessor fails to perform any covenant, term, agreement or condition contained in this Agreement upon its part to be performed, and if as a consequence of such default any other party to this Agreement 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.

15.3 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 date first above written.

Albertson's, Inc.,  
a Delaware corporation

FIRST PARTY:

BY: Thomas R. Saldin  
Vice President & General Counsel

George S. Diumentii II  
George S. Diumentii 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

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

STATE OF UTAH )  
 ) ss.  
County of DAVIS )

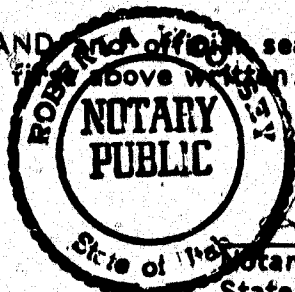
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On this 20 day of July, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared G. WALTER CASSEP to me known to be a general partner of GFI Ltd. II, the limited partnership that executed the foregoing instrument, 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:

10-2-1983



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

STATE OF UTAH )  
 ) ss.  
County of Davis )

On this 19 day of July, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared George S. Diument II, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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:

1-29-83

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

STATE OF UTAH )  
 ) ss.  
County of Davis )

On this 19 day of July, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas C. Mabey, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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 Common Area Maintenance Agreement

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  $89^{\circ}48'05''$  West 373.89 feet from the Northeast corner of Lot 4, Block "L", North Millcreek Plat, Bountiful Townsite Survey and running thence North  $89^{\circ}48'05''$  East along the South line of 500 South Street 110.00 feet; thence South  $0^{\circ}11'05''$  East 110.00 feet; thence South  $89^{\circ}48'05''$  West 110.00 feet to the East right-of-way line of Main Street; thence North  $0^{\circ}11'05''$  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  $89^{\circ}48'05''$  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  $89^{\circ}48'05''$  West 263.89 feet from the Northeast corner of Lot 4, Block "L", Bountiful Townsite Survey and running thence North  $89^{\circ}48'05''$  East along said South line 158.52 feet; thence South  $0^{\circ}10'30''$  East 121.04 feet; thence North  $89^{\circ}49'30''$  East 178.36 feet; thence North  $0^{\circ}10'30''$  West 9.30 feet; thence North  $89^{\circ}48'05''$  East 81.525 feet to the West right-of-way line of 100 East Street; thence South  $0^{\circ}10'30''$  East along said West right-of-way line 222.52 feet to an extension of the North line of Millstream Garden Apartments; thence North  $87^{\circ}52'35''$  West along said extension and North line of said Millstream Garden Apartments 368.28 feet to the Northwest corner of said apartments; thence North  $0^{\circ}43'18''$  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  $0^{\circ}11'05''$  West along said East line 207.32 feet; thence North  $89^{\circ}48'05''$  East 110.00 feet; thence North  $0^{\circ}11'05''$  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  $0^{\circ}10'30''$  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  $89^{\circ}48'05''$  East 154.515 feet and South  $0^{\circ}10'30''$  East 111.80 feet from the Northeast corner of Lot 4, Block "L", North Millcreek Plat, Bountiful Townsite Survey, and running thence North  $89^{\circ}48'05''$  East 19.30 feet to a point 1.0 foot West of a concrete sidewalk; thence South  $0^{\circ}10'30''$  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  $87^{\circ}52'35''$  West along said extension 19.32 feet to the West right-of-way line of said 100 East Street; thence North  $0^{\circ}10'30''$  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.

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.

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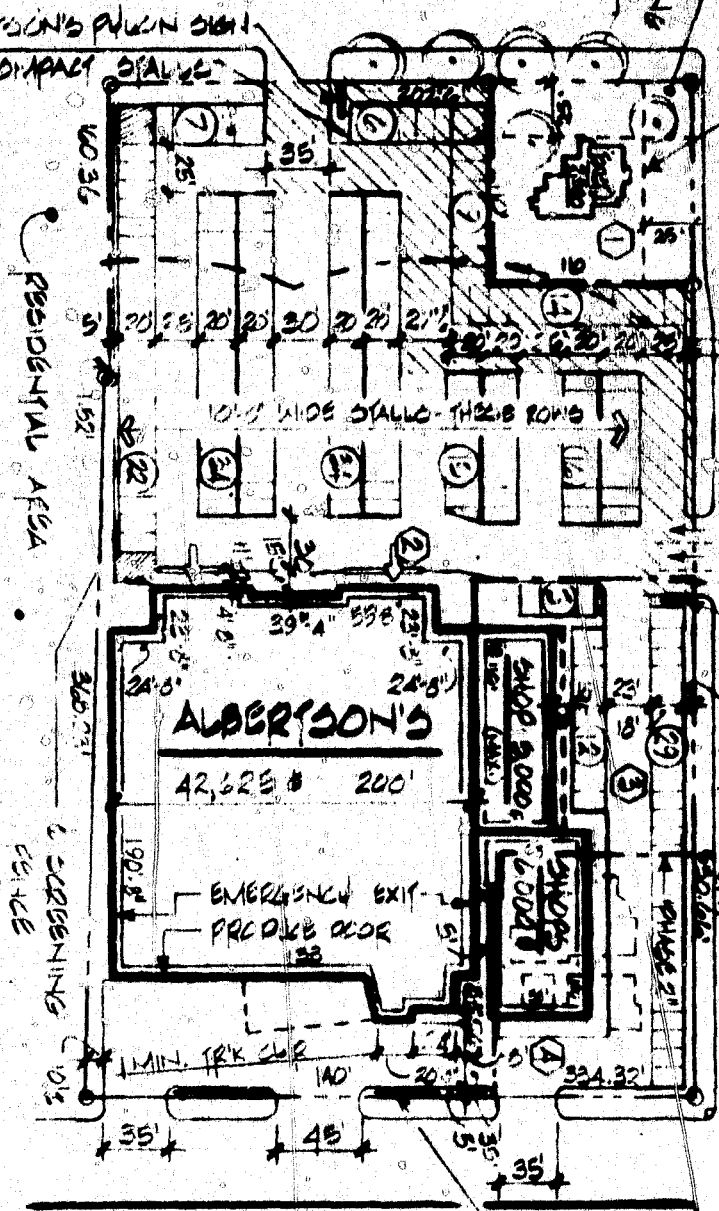
EXISTING TRAFFIC SIGNAL

SIGN ENVELOPE AREA

BUILDING ENVELOPE LINE

500 SOUTH STREET

MAIN STREET



# EXHIBIT "A" SITE PLAN

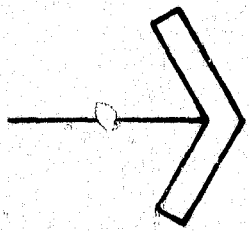
TOTAL BUILDING AREA  
 TOTAL CARPARKS  
 CARPARKS PROVIDED  
 CARPARKS MIN 20' R

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

## GENERAL NOTES:

- DRAIN NEAR CENTER OF SUBLOT
- NO TALKING, NATURAL DECK ONLY
- PARKING REQUIREMENT SHOWN @ 5' STALL FOR 200' OF NET FOOTPRINT AREA (80% SETBACK)
- BUILDING SETBACKS ARE:  
 FRONT: 25' SIDE: 25' REAR: 25' ADJACENT TO STREET - A ADJOINING SIDE PROPERTY A 5' SETBACK IS OBLIGATED.
- ALL LANDSCAPING SUBJECT TO DESIGN-REVIEW
- GARAGE BOUNDARY
- PERMANENT ACCESS EASEMENT
- BUILDING UNIT LINE - - - - -
- PAVEMENT NUMBER
- PAVEMENT # 4 IS 'PHASE TWO'

SCALE: 1"=100' 0"



7-16-58 D.B.S. MADE ARRANGEMENTS WITH THE CITY OF DENVER TO PROVIDE 20' SETBACK TO BUILDING AT 500 SOUTH STREET. THE CITY ENGINEER HAS REVIEWED AND APPROVED THE SUBMITTAL AND NUMBERED THE SETBACKS.

6-20-58 D.B.S. PROVIDE 20' SETBACK TO THE BUILDING AT 500 SOUTH STREET. THE CITY ENGINEER HAS REVIEWED AND APPROVED THE SUBMITTAL AND NUMBERED THE SETBACKS.

## SITE PLAN

PROJECT S.E.C. OF 500 SOUTH STREET & MAIN STREET  
 BOUNTIFUL, UTAH  
 STORE NO. 43-P

APPROVED
MICHAEL BOLINDER
MICHAEL CARLEY
REULING
HOHNSCHER

Drawn By: D.O.S.  
 Checked By: 6/9/58  
 Date: 6/9/58