

666905

FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS AND
GRANT OF EASEMENTS (PARCEL 1) AND
COMMON AREA MAINTENANCE AGREEMENT

4 - L-NMC Ref
39 - NMC Ref

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS (Parcel 1) AND COMMON AREA MAINTENANCE AGREEMENT ("First Amendment") is made and entered into as of the 22nd day of December, 1983, by and among George S. Diumanti II and Thomas C. Mabey ("First Party"), GFI Ltd. II, a Utah limited partnership ("GFI") and Albertson's, Inc., a Delaware corporation ("Albertson's").

RECITALS:

A. On July 19, 1983 the parties hereto entered into a Declaration of Restrictions and Grant of Easements (Parcel 1) ("Declaration") covering Parcels 1, 2 and 3 as shown on Exhibit "A" and more particularly described in Schedule I attached hereto and incorporated herein by this reference. The Declaration was recorded on July 21, 1983 as Entry Number 646453 in Book 951, Page 497, Records of Davis County, Utah.

B. On July 19, 1983 the parties hereto entered into a Common Area Maintenance Agreement ("CAMA") covering Parcels 1, 2, 3 and 4 as shown on Exhibit "A" and more particularly described in Schedule I attached hereto. The CAMA was recorded on July 21, 1983 as Entry Number 646454 in Book 951, Page 508, Records of Davis County, Utah.

C. The parties hereto desire to amend the CAMA and the Declaration to accommodate certain changes in the Site Plan attached thereto as Exhibit "A".

AGREEMENTS:

1. The Site Plan dated December 19, 1983 attached hereto as Exhibit "A" is hereby substituted for the documents attached as Exhibit "A" to the CAMA and Declaration.

Sections 7.1(a) and (b) of the CAMA are hereby amended to read as follows:

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

	Building Area	Percent
Parcel 1	2,500	4.72
Parcel 2	42,977	81.17
Parcel 3	7,470	14.11
TOTAL:	52,947	100.00

Recorded at request of Foundations Title Co.
Date MAR 19 1984
By Carroll Dean Page
Fee Paid \$ 13.50
Deputy Book 982
Recorder Davis County 483

Abstracted
 Indexed
 Entered
 Platted
 On Margin
 Compared

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	4.18
Parcel 2	42,977	71.80
Parcel 3	7,470	12.48
Parcel 4	6,910	11.54
TOTAL:	59,857	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	42,977	85.19
Parcel 3	7,470	14.81
TOTAL:	52,947	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	42,977	74.93
Parcel 3	7,470	13.02
Parcel 4	6,910	12.05
TOTAL:	59,857	100.00

3. All other terms and provisions of the CAMA and Declaration are hereby confirmed and ratified in full except to the extent inconsistent herewith.

IN WITNESS WHEREOF, the parties have executed this First Amendment as of the day, month 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: Carol L. Wood
Secretary

Thomas C. Mabey
Thomas C. Mabey

GFI Ltd. II, a Utah
limited partnership

485

BY: [Signature]
General Partner

STATE OF IDAHO)
) ss.
County of Ada)

On this 22nd day of December, 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:

10/30/84

[Signature]
Notary Public in and for the
State of Idaho.
Residing at Boise, Idaho.

STATE OF)
) ss.
County of)

On this 7 day of March, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ 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:

1-29-87

[Signature]
Notary Public in and for the
State of Utah
Residing at Bountiful.

STATE OF)
County of) ss.

On this 7 day of March, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared **George S. Diumentii II**, known to me to be the person whose name is subscribed to the foregoing 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

W. P. Brown
Notary Public in and for the
State of Utah.
Residing at Brigham.

STATE OF)
County of) ss.

On this 7 day of March, 1984, 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 foregoing 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

W. P. Brown
Notary Public in and for the
State of Utah.
Residing at Brigham.

Schedule I

Parcel No. 1:

4-L NMC Refd
 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:

4-L NMC & 39 NMC Refd
 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:

39 NMC Refd
 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:

39 NMC Ref
 4-L-NMC Ref
 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:

39 NMC Ref
 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:

39 NMC Ref
 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 Westwardly 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.