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CAROL DEAN PAGE, DAVIS CNTY RECORDER
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REC'D FOR SECURITY TITLE COMPANY

#361 Bountiful
Bountiful, Utah
5/31/88

**AGREEMENT AND THIRD AMENDMENT TO
SECURITY TITLE CO. DECLARATION OF RESTRICTIONS AND
Order No. 90234 GRANT OF EASEMENTS**

E. L. NMC

THIS AGREEMENT AND THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("Third Amendment") is made as of the 6th day of June, 1988, by and between GFI Ltd. II, a Utah limited partnership ("First Party") 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 ("Declaration") covering Parcels 2, 3 and 4 as shown on Exhibit "A" thereto and more particularly described in Schedule I thereto ("Original Property"), which Declaration was recorded on July 21, 1983 as Entry Number 646452 in Book 951, Page 475, Records of Davis County, Utah.

B. On July 19, 1983 the parties hereto entered into a Development Agreement ("Development Agreement") covering the Original Property, which Development Agreement was recorded on July 21, 1983 as Entry Number 646455 in Book 951, Page 524, Records of Davis County, Utah.

C. On December 22, 1983 the parties hereto entered into a First Amendment to Declaration of Restrictions and Grant of Easements and Development Agreement ("First Amendment") amending certain provisions of the Declaration and Development Agreement, which First Amendment was recorded on March 19, 1984 as Entry Number 666904 in Book 982, Page 477, Records of Davis County, Utah.

D. On May 8, 1984, the parties hereto entered into a Second Amendment to Declaration of Restrictions and Grant of Easements and Development Agreement ("Second Amendment") amending certain provisions of the Declaration and Development Agreement, which Second Amendment was recorded November 2, 1984 as Entry Number 686747 in Book 1011, Page 1090, Records of Davis County, Utah.

E. The parties hereto desire to further amend the Declaration, but not the Development Agreement, to make, in addition to the other modifications set forth herein, certain changes in the Site Plan attached to the Declaration as Exhibit "A" and in the legal description of Parcel 2 of the Original Property to add to said Parcel 2, and to make a part of the property subject to the

Declaration, that certain property described in Schedule I attached hereto and incorporated herein by this reference ("Additional Property").

AGREEMENTS:

1. The Site Plan dated April 18, 1988 attached hereto as Exhibit "A" and incorporated herein by this reference is hereby substituted for the Site Plan dated March 9, 1984 attached as Exhibit "A" to the Declaration pursuant to the provisions of the Second Amendment.

2. The legal description of Parcel 2 attached hereto as Schedule II is hereby substituted for the legal description of said Parcel 2 attached as Schedule I to the Declaration.

3. Section 5.1 of the Declaration is hereby amended by adding the following sentence at the end of said Section:

"No portion of Parcel 2 shall be used for sale of frozen yogurt for primarily on-premises consumption so long as Katie F. Gasser shall own and operate (directly or indirectly) a frozen yogurt shop on either Parcel 3 or 4, which shop is devoted to the retail sale of frozen yogurt for primarily on-premises consumption."

4. Albertson's agrees to develop, at its sole cost and expense, the Additional Property substantially in accordance with the site plan attached hereto as Exhibit "A". Albertson's agrees to commence development of the Additional Property within one (1) year from the date Albertson's takes title to and obtains possession of the Additional Property and to diligently prosecute such development to completion. Notwithstanding the foregoing or any provision contained in the Declaration or Development Agreement to the contrary, Albertson's may at any time construct a building on the Additional Property, provided that Section 2.4 (Type and Design of Building) and Section 5.2 (Shopping Center Restrictions) of the Declaration shall apply to any such building.

5. All other terms and provisions of the Declaration, as amended by the First Amendment and Second Amendment, are hereby confirmed and ratified in full except to the extent inconsistent herewith.

IN WITNESS WHEREOF, the parties have executed this Third Amendment as of the day, month and year first above written.

Albertson's, Inc., *rk*
a Delaware corporation

BY:

Thomas L. Saldin
Senior Vice President

FIRST PARTY:

GFI Ltd. II,
a Utah limited partnership

BY:

J. Walter Jones
General Partner

STATE OF IDAHO)
) ss.
County of Ada)

On this 6th day of JUNE, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas R. Saldin, to me known to be the Senior Vice President 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 he is 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:
5/1/91

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



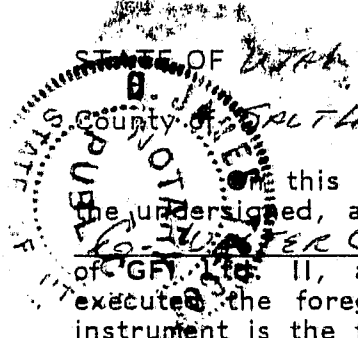
STATE OF UTAH)
) ss.
County of SALT LAKE)

On this 2 day of JUNE, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT GASSER to me known to be a General Partner of GFI, Inc. 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:
11/09/91

Robert Gasser
Notary Public in and for the
State of UTAH
Residing at SALT LAKE.



4606284

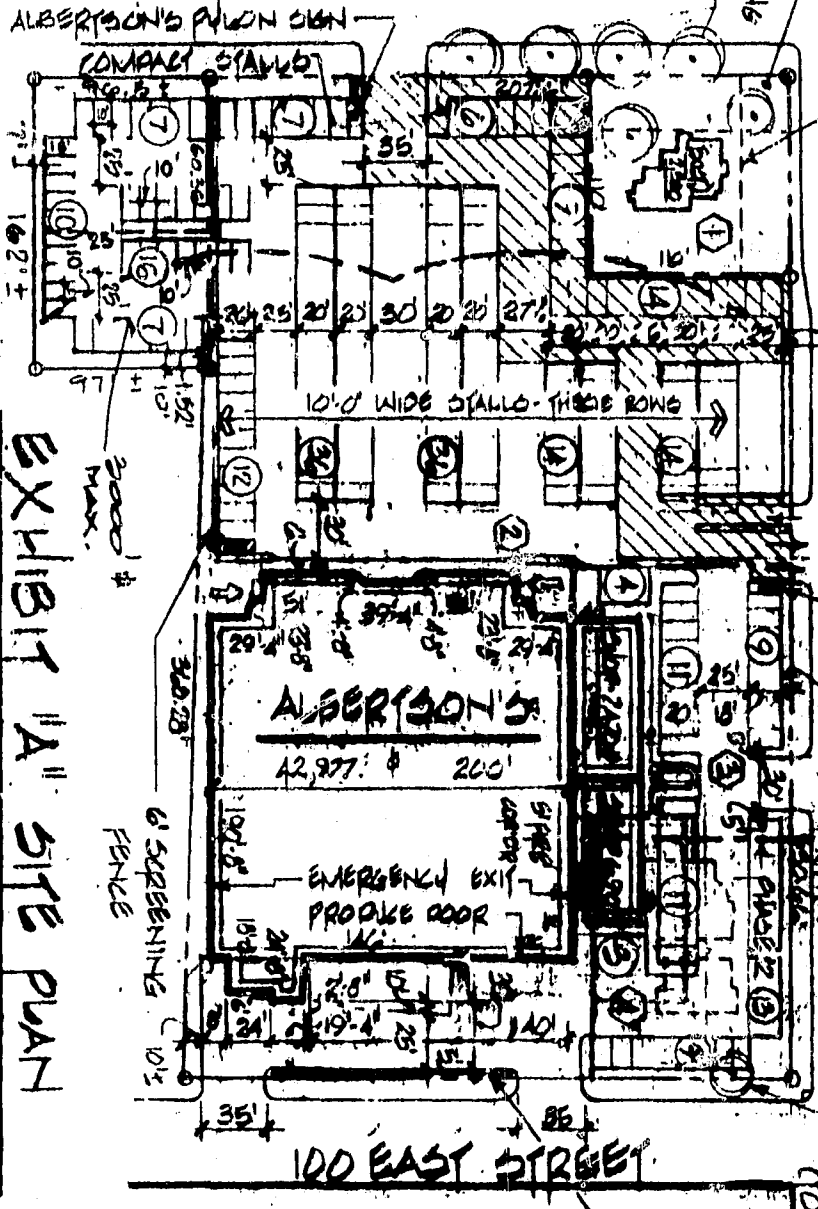
EXISTING TRAFFIC SIGNAL
EXISTING SIGN ENVELOPE AREA

MAIN STREET

BUILDING ENVELOPE LINE
PAINTED MEDIAN

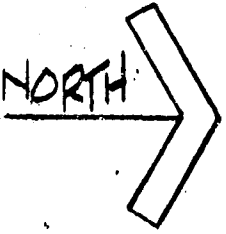
500 SOUTH STREET

ALBERTSON'S Pylon SIGN



100 EAST STREET

EXISTING TREE (TO BE SAVED)
6' SCREENING FENCE



SCALE: 1"=100'-0"

EXHIBIT "A" SITE PLAN

TOTAL BUILDING AREA 59,857 sq ft
TOTAL CARPARKS 248
CARPARKS PROVIDED 239 (E.G.)
CARPARKS WITH 200' R 134

GENERAL NOTES:

- PARKING REQUIREMENT SHOWN @ 1 STALL FOR 200' OF NET FLOOR AREA (80% - 90%)
- BUILDING SETBACKS ARE:
FRONT: 25' SIDE: 25' REAR: 25' ADJACENT TO STREET - A ADDITIONAL SIDE PROPERTY A 5'-0" SETBACK IS PREPARED.
- ALL LANDSCAPING SUBJECT TO DESIGN-REVIEW
- PAVEMENT BOUNDARY
- PERMANENT ACCESS EASEMENT
- BUILDING UNIT LINE - - - - -
- PAVEMENT NUMBER
- PAVEMENT # 1 IS PHASE TWO

12-19-83	D.S.D.	20' PER 5' APPROX. PROVIDE STOPS
10-11-83	D.S.D.	REVISE AS SHOWN
1-15-84	D.S.D.	DOUBLED UP TO 25' PER SITE PLAN. REVISE PAVEMENT PER 15' ENVELOPE
3-9-84	D.S.D.	ADJACENT TO 25' SETBACK, PER VISIBLE PRODUCE ROOM. REVISE 200' SETBACK TO 25'
4-19-85	R.W.	ADD 10' APPROX. CARPARKING AT BUILDING UNIT LINE

10-11-83	D.S.D.	REVISE FRONT TO 25' PER 5' APPROX. PROVIDE STOPS PER 15' ENVELOPE. REVISE SIDE SETBACK TO 25' PER 5' APPROX. PROVIDE STOPS PER 15' ENVELOPE.
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7-16-83	D.S.D.	ADJACENT TO 25' SETBACK, PER VISIBLE PRODUCE ROOM. REVISE 200' SETBACK TO 25'
7-23-83	D.S.D.	REVISE SIDE SETBACK TO 25' PER 5' APPROX. PROVIDE STOPS PER 15' ENVELOPE.
5-11-83	D.S.D.	ADJACENT TO 25' SETBACK, PER VISIBLE PRODUCE ROOM. REVISE 200' SETBACK TO 25'

6-20-83	D.S.D.	REVISE FRONT TO 25' PER 5' APPROX. PROVIDE STOPS PER 15' ENVELOPE. REVISE SIDE SETBACK TO 25' PER 5' APPROX. PROVIDE STOPS PER 15' ENVELOPE.
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SITE PLAN



PROJECT 5.E.6.
OF 500 SOUTH STREET & MAIN STREET
BOLNTRIFUL
UTAH
STORE NO.
#361

APPROVED	
MCCAIN	7/17/83
BOLNTRIFUL	
MICHAEL	6/19/85
CARLEY	
REILING	6/13/85
HANSEN	

Drawn by: D.S.D.
Checked by: MICHAEL
Date: 6/19/85
Sheet: 1 of 1

SCHEDULE I

Beginning at a point on the East line of Main Street, said point being South $89^{\circ}48'05''$ West 373.89 feet and South $0^{\circ}11'05''$ East 317.32 feet from the Northeast corner of Lot 4, Block "L", North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful, said point of beginning also being South 874.08 feet and West 2183.20 feet from the Northeast corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, as established by the Davis County Surveyor, and running thence South $0^{\circ}11'05''$ East along the East line of Main Street 96.50 feet; thence South $88^{\circ}26'20''$ East along an old fence line 113.84 feet; thence South $0^{\circ}43'18''$ West 0.66 foot to a corner of the Millstream Garden Apts property; thence North $89^{\circ}49'40''$ East (North $89^{\circ}50'45''$ East per Millstream Garden Apartments) along said property 45.0 feet; thence North $0^{\circ}43'18''$ East (North $0^{\circ}44'23''$ East per Millstream Garden Apartments) along said property 100.13 feet; thence West 160.36 feet to the point of beginning, containing 0.361 acre.

03-036-0060

Schedule II

The following described real property located in the City of Bountiful, County of Davis, State of Utah, to-wit:

Beginning at a point on the South right of way line of 500 South Street, said point being North 89°48'05" East 110.0 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 110.0 feet; thence North 0°11'05" West 110.0 feet to the point of beginning. Containing 128,404.36 square feet or 2.948 acres. *03-036-0095*

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. Containing 4303.1 square feet or 0.099 acre. *03-036-0095*

together with the following described property:

Beginning at a point on the East line of Main Street, said point being South 89°48'05" West 373.89 feet and South 0°11'05" East 317.32 feet from the Northeast corner of Lot 4, Block "L", North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful, said point of beginning also being South 874.08 feet and West 2183.20 feet from the Northeast corner of Section 30, Township 2 North, Range 1 East, Salt Lake Base and Meridian, as established by the Davis County Surveyor, and running thence South 0°11'05" East along the East line of Main Street 96.50 feet; thence South 88°26'20" East along an old fence line 113.84 feet; thence South 0°43'18" West 0.66 foot to a corner of the Millstream Garden Apartments property; thence North 89°49'40" East (North 89°50'45" East per Millstream Garden Apartments) along said property 45.0 feet; thence North 0°43'18" East (North 0°44'23" East per Millstream Garden Apartments) along said property 100.13 feet; thence West 160.36 feet to the point of beginning, containing 0.361 acre. *03-036-0060*