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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
TITLE WEST
BY: B GRAY DEPUTY - WI

6166322

**SPECIAL
DECLARATION OF RESTRICTIONS
AND GRANT OF EASEMENTS**

THIS SPFCIAL DECLARATION OF RESTRICIONS AND GRANT OF EASEMENTS ("Declaration") is made as of the _____ day of _____, 1995 by and between Willow Wood Limited, a Utah limited partnership ("Willow Wood"); Albertson's, Inc., a Delaware corporation ("Albertson's"); Flower Patch, Inc., a Utah corporation ("Flower Patch"); Ernst Home Center, Inc., a Delaware corporation ("Ernst"); and, Corral West Properties, L.C., a Utah limited liability company ("Corral West").

I. PRELIMINARY

1.1 Definitions:

(a) "Albertson's": Albertson's, Inc., a Delaware corporation, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, and any wholly owned subsidiary thereof, and whose current address is 250 Parkcenter Boulevard, P.O. Box 20, Boise, Idaho 83726.

(b) "Consenting Owners": The Owners of Parcels 2, 3B, 6C and 9 as depicted on Exhibit "A" attached hereto which by this reference incorporated herein; provided, however, that in the event any such Owner sells its Parcel and becomes the Prime Lessee thereon, said Prime Lessee is hereby appointed the entity to cast the vote or give the consent for said Parcel on behalf of the Owner hereof so long as it is the Prime Lessee of said Parcel.

(c) "Corral West": Corral West Properties, L.C., a Utah limited liability company of P.O. Box 488, Centerville, Davis County, Utah.

(d) "Ernst": Ernst Home Center, Inc., a Delaware corporation of 1511 Sixth Avenue, Seattle, Washington 98101.

(e) "Flower Patch": Flower Patch, Inc., a Utah corporation, whose current address is 5201 South Major Street, Murray, Utah 84107.

(f) "Owner": The record holder of fee simple title to a Parcel, its heirs, personal representatives, successors and assigns.

(g) "Parcel": parcel 2, 3A, 3B, 4 5A, 5B, 6A, 6B, 6C, 7, 8 or 9 as shown on Exhibit "A" and more particularly described in Schedule I attached hereto and incorporated herein by this reference.

COURTESY RECORDING
This document is being recorded solely as a courtesy to the parties. Title West assumes no responsibility for the contents hereof and makes no representations as to the effect or validity of this document.

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(h) "Person": Individuals, partnerships, firms, associations, corporation, trust, governmental agencies, administrative tribunals or any other form of business or legal entity.

(i) "Phase 5 Parcel": The property shown as Phase 5 and/or "Future Development" as depicted on Exhibit "A" and more particularly described on Exhibit "Y".

(j) "Prime Lessee": An Owner of a Parcel who sells said Parcel to an unaffiliated third party and thereafter enters into a new lease for said Parcel with such third party or its lessee or sublessee. Prime Lessee includes the successors and assigns of said Prime Lessee but does not include the sublessees, licensees or concessionaires of said Prime Lessee.

(k) "Restrictions": The easements, covenants, restrictions, liens and encumbrances contained in this Declaration.

(l) "Shopping Center": Parcels 2, 3A, 3B, 4, 5A, 5B, 6A, 6B, 6C and 8 collectively.

(m) "Shopping Center Owners": Albertson's and Willow Wood.

(n) "Willow Wood": Willow Wood Limited, a Utah limited partnership, whose current address is 2677 East Parleys Way, Salt Lake City, Utah 84109.

1.2 Parties: Willow Wood is the Owner of Parcels 3A, 3B, 5A, 5B, 6A, 6B, 6C and 8. Ernst is the lessee of Parcels 6A, 6B and 6C, Albertson's is the Owner of Parcel 2; Flower Patch is the Owner of Parcel 9. Corral West is or will become the Owner of the Phase 5 Parcel. The Parcels are located at the southeast corner of the intersection of 3600 West and 3500 South in the City of West Valley City, County of Salt Lake, State of Utah as shown on Exhibit "A" and more particularly described in Schedule I attached hereto.

II. EASEMENTS

2.1 Parking, Ingress and Egress Cross-Easements: Shopping Center Owners, as grantors, hereby grant to Corral West, its respective successors, assigns, tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, for the benefit of the Phase 5 Parcel, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic throughout the Shopping Center together with a perpetual right of ingress and egress over and across the permanent dedicated drive aisle as shown on the site plan attached hereto as Exhibit "A". Corral West, as grantor, hereby grants to the Shopping Center Owners and their respective tenants, successors, assigns, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers,

licensees and invitees of such tenants, for the benefit of the Parcels constituting the Shopping Center, as grantees, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic over and across the Phase 5 Parcel.

2.2 Parking, Ingress and Egress Cross-Easements: Flower Patch, as grantor, hereby grants to Corral West, its respective successors, assigns, tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, for the benefit of the Phase 5 Parcel, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and for vehicular parking throughout Parcel 9 of the Shopping Center together with a perpetual right of ingress and egress over and across the permanent dedicated drive isle as shown on the site plan attached hereto as Exhibit "A". Corral West, as grantor, hereby grants to Flower Patch and their respective tenants, successors, assigns, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, for the benefit of Parcel 9, as grantees, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and for vehicular parking upon, over and across the Phase 5 Parcel.

2.3 Restrictions on Parking and Access Easements:

- a. Parking granted under the easements will be allowed only for customers of the Grantees;
- b. Only temporary parking (not to exceed 2 hours) under the easements will be allowed;
- c. Parking granted under the easements will not be allowed for employees of the Grantees;
- d. Parking granted under the easements will not be allowed for commercial vehicles;
- e. Parking under the easements will not be allowed for vehicles which can be identified with or advertise for a competitor of the Grantors;
- f. The size of the easement areas granted by each Grantor for parking for each Grantee will be approximately the same size, the maximum size of each area being limited by the available parking area of the smaller of the two available parking areas;
- g. Vehicle ingress and egress are limited to designated curb-cuts, driveway and drive paths on Grantor's property;

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- h. Pedestrian ingress and egress are limited to designated sidewalks and walk ways;
- i. Except for vehicles which park under the parking easements, ingress and egress easements are temporarily granted and limited to the reasonable time it takes to gain ingress or accomplish egress through or across the Grantor's property; and,
- j. If the location of the planned curb-cut and access on 3500 South is required to be relocated to gain governmental approval, to the extent practical (as determined by the useable space constraints resulting from Corral West's building placement, maximizing Corral West's parking, and governmental approval) Corral West will work with Flower Patch in the relocation of the curb-cut and access and provide vehicular access to the perpetual access drive.

III. RESTRICTIONS ON USE

3.1 Restrictions on the Phase 5 Parcel:

(a) No part of the Phase 5 Parcel 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); as a bakery or delicatessen; for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption; for the sale of alcoholic beverages for all-premises consumption; or for the sale or offer for sale of any ethical pharmaceutical products requiring the services of a registered pharmacist. Notwithstanding the foregoing, the incidental sale of baked goods for off-site consumption shall not be prohibited provided however that such sales do not exceed two (2%) percent of the total annual gross sales made from the Phase 5 Parcel in any given calendar year.

(b) No part of the Phase 5 Parcel shall be used as a bar, tavern, cocktail lounge, adult book or adult video store (but not excluding a family entertainment video store such as Blockbuster), automotive maintenance or repair facility, warehouse, car wash, entertainment or recreational facility or training or educational facility; for the renting, leasing or selling of or displaying for the purpose of renting, leasing or selling of any boat, motor vehicle or trailer; or for industrial purposes. For the purpose of this Declaration, the phrase "entertainment or recreational facility" shall include, without limitation, a beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees as opposed to customers (but shall not include a business, such as a retail computer store, which offers training as an incidental [but not primary] part of its business).

(c) No use of the Phase 5 Parcel shall be effected or allowed which reduces the number of parking spaces located on Phase 5 Parcel to less than: (i) twenty (20) spaces, and (ii) the minimum number of parking spaces on Phase 5 Parcel required by applicable zoning laws, rules or regulations, whichever is greater.

(d) In no event shall any building built on Phase 5 Parcel be of a height in excess of twenty-four feet (24'). For the purposes of this Section 3.1, height shall be measured from finished grade of floor to the highest point of the building.

3.2 Employee Parking: In no event shall the employees of the owner or occupant of any building located on the Phase 5 Parcel be permitted to park within 200 feet of any building located on Parcels 2, 3A, 3B, 5A, 5B, 6A, 6B or 6C within 100 feet of any building located on Parcels 4 or 9 or within 50 feet of any building located on Parcel 8. Further, no employee of an owner or occupant of a building located on Parcel 9 shall be permitted to park within 100 feet of the building located on the Phase 5 Parcel.

3.3 Pedestrian Right-of-Way: The parties hereto acknowledge and reconfirm the grant of a temporary right-of-way in favor of Alan B. Peters for pedestrian access across the westernmost five feet of the Phase 5 Parcel in a form of Exhibit "B".

IV. MAINTENANCE

4.1 General: Each Owner shall maintain its respective Parcel or Parcels in good condition and repair, and in a clean and sightly manner consistent with a first class shopping center or retail store operation.

4.2 Drive Aisle Maintenance: Notwithstanding the foregoing provision, the Shopping Center Maintenance Director (as defined in the Common Area Maintenance Agreement between Willow Wood and Albertson's, June 22, 1993 (Ref. #5535602) in the public records of Salt Lake County, Utah), shall maintain the drive aisle located across the side of Parcel 9 (as depicted on Exhibit A attached hereto) without charge or expense to the Owner of Parcel 9. The required maintenance shall include sweeping, snow removal and repair.

V. GENERAL PROVISIONS

5.1 Covenants Run With the Land: Each easement and 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.

5.2 Successors and Assigns: This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, successors and assigns, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

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5.3 Duration: Except as otherwise provided herein, the term of this Declaration shall be for ninety-five (95) years from the date hereof.

5.4 Injunctive Relief: In the event of any violation or threatened violation by any person of any of the Restrictions contained in this Declaration, any or all of the Owners and Prime Lessees of the property included within the Shopping Center, and Flower Patch 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 provided by law.

5.5 Modification and Termination: This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the Consenting Owners or Prime Lessee of Parcels 2, 3B, 6C, and the Owner of Parcel 9, and the Owner of the Phase 5 Parcel, and then only be written instrument duly executed and acknowledged by all of the required Owners and recorded in the office of the recorder of the county in which the Shopping Center is located. No modification or termination of this Declaration shall affect the rights of any Lienholder unless the Lienholder consents in writing to the modification or termination.

5.6 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 purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

5.7 Breach Shall Not Permit Termination: It is expressly agreed that no breach of this Declaration shall entitle any Owner to terminate this Declaration, but such limitation 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.

5.8 Default: A Person shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days from receipt of written notice from any Owner or Prime Lessee specifying the particulars in which such Person has failed to perform the obligations of this Declaration unless such Person, prior to the expiration of said thirty (30) days, has rectified the particulars specified in said notice of default. However, such Person shall not be deemed to be in default if such failure cannot be rectified within said thirty (30) day period and such Person is acting in good faith and employing its best efforts to rectify the particulars specified in the notice of default.

5.9 Notices:

(a) All notices given pursuant to this Declaration shall be in writing and shall be given by personal delivery, by United States mail or by United State express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below or, in the absence of such designation, to the person and address shown on the then current real property tax rolls of the county in which the Shopping Center is located. All notice to Willow Wood, Albertson's, Ernst, Flower Patch or Corral West shall be sent to the person and address set forth below:

Willow Wood: Willow Wood
c/o Woodbury Amsource, Inc.
2677 East Parleys Way
Salt Lake City, Utah 84109
Attn: John R. Gaskill and
W. Richards Woodbury

with copy to: Michael Nielsen
Barlow-Nielsen Associates
46 West 300 South
Salt Lake City, Utah 84101

Albertson's: Albertson's, Inc.
250 Parkcenter Boulevard
P.O. Box 20
Boise, Idaho 83726
Attn: Legal Department

Ernst: Ernst Home Center, Inc.
1511 Sixth Avenue
Seattle, Washington 98101
Attn: Vice President Real Estate

Flower Patch: Flower Patch, Inc.
5201 Major Street
Salt Lake City, Utah 84107

Corral West: Corral West Properties, L.C.
P.O: Box 488
Centerville, Utah 84014

The person and address to which notice are to be given may be changed at any time by any party upon written notice to the other parties. All notice given pursuant to this Declaration shall be deemed given upon receipt.

(b) For the purpose of this Declaration, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

5.10 Waiver: The failure of a person to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the Restrictions contained herein by the same or any other person.

5.11 Attorney's Fees: In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

5.12 Sale & Sale-Leaseback Purchaser: Notwithstanding anything to the contrary contained in this Declaration, it is expressly agreed that in the event an Owner sells its Parcel to an unaffiliated third party and thereafter enters into a net lease for such Parcel with such third party or its lessee or sublessee (hereinafter referred to collectively as the "Prime Lessor"), so long as said Owner is in possession of the property as a Prime Lessee the parties hereto shall look solely to said Prime Lessee (and said Prime Lessee shall be liable therefor) for the performance of any obligations either the Prime Lessee or the Prime Lessor shall have under this Declaration and the Prime Lessor shall be relieved of any obligation for the performance of or liability for the Restrictions set forth herein relating to either the Prime Lessee or its Parcel.

5.13 Severability: If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration 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 Declaration shall be valid and shall be enforced to the extent permitted by law.

5.14 Not a Partnership: The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

5.15 Third Party Beneficiary Rights: This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

5.16 Captions and Headings: The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

5.17 Construction: In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

5.18 Joint and Several Obligations: In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

5.19 Recordation: This Declaration shall be recorded in the office of the recorder of the county in which the Shopping Center is located.

5.20 Execution: This Declaration may be executed in counterparts.

EXECUTED as of the day and year first above written.

WILLOW WOOD:

**WILLOW WOOD LIMITED,
a Utah limited partnership**

**By: WBN, a Utah general partnership and
the general partner for Willow Wood
Limited**

By: _____
John R. Gaskill, Attorney-in-Fact

By: _____
W. Richards Woodbury, Attorney-in-Fact

ALBERTSON'S:

ALBERTSON'S, INC., a Delaware corporation

By: _____
Vice President, Real Estate Law

ERNST:

ERNST HOME CENTER, INC., a Delaware corporation

By: _____
Its: _____

FLOWER PATCH:

FLOWER PATCH, INC., a Utah corporation

By: _____
Its: _____

CORRAL WEST:

CORRAL WEST PROPERTIES, L.C., a Utah limited liability company

By: _____
Its: _____

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PARTNERSHIP ACKNOWLEDGMENT

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this ____ day of _____, 1995 before me personally appeared JOHN R. GASKILL and W. RICHARDS WOODBURY to me personally known who, being by me duly sworn, did each for himself say that he is Attorney-In-Fact for that certain partnership known as WILLOW WOOD LIMITED, a Utah limited partnership, and that the within instrument was executed by them, for and on behalf of said partnership, by virtue of a written power of attorney which has been recorded in the office of the County Recorder.

Notary Public

**ACKNOWLEDGMENT
(Corporate)**

STATE OF UTAH)
 : ss.
COUNTY OF)

On this ____ day of _____, 1995 before me personally appeared _____ and _____, to me personally known to be the _____ and _____ of Albertson's, Inc., the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

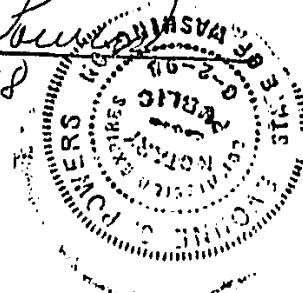
Notary Public

ACKNOWLEDGMENT
(Corporate)

STATE OF King)
COUNTY OF Washington) ss.

On this 30 day of August, 1995 before me personally appeared Michael J. Burns and _____, to me personally known to be the EVP and _____ of Ernst Home Center, Inc., the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Ernie B. Powell
Notary Public 6-2-98



ACKNOWLEDGMENT
(Corporate)

STATE OF _____)
COUNTY OF _____) ss.

On this _____ day of _____, 1995 before me personally appeared _____ and _____, to me personally known to be the _____ and _____ of Flower Patch, Inc., the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

Notary Public

**ACKNOWLEDGMENT
(LLC)**

STATE OF UTAH)
)
) : ss.
)
COUNTY OF)

On this ____ day of _____, 1995 before me personally appeared _____
_____ and _____, to me personally known to be
the members of Corral West Properties, L.C., the company that executed the within
instrument, known to me to be the persons who executed the within instrument on behalf of
said company therein named, and acknowledged to me that such company executed the
within instrument pursuant to its articles of organization.

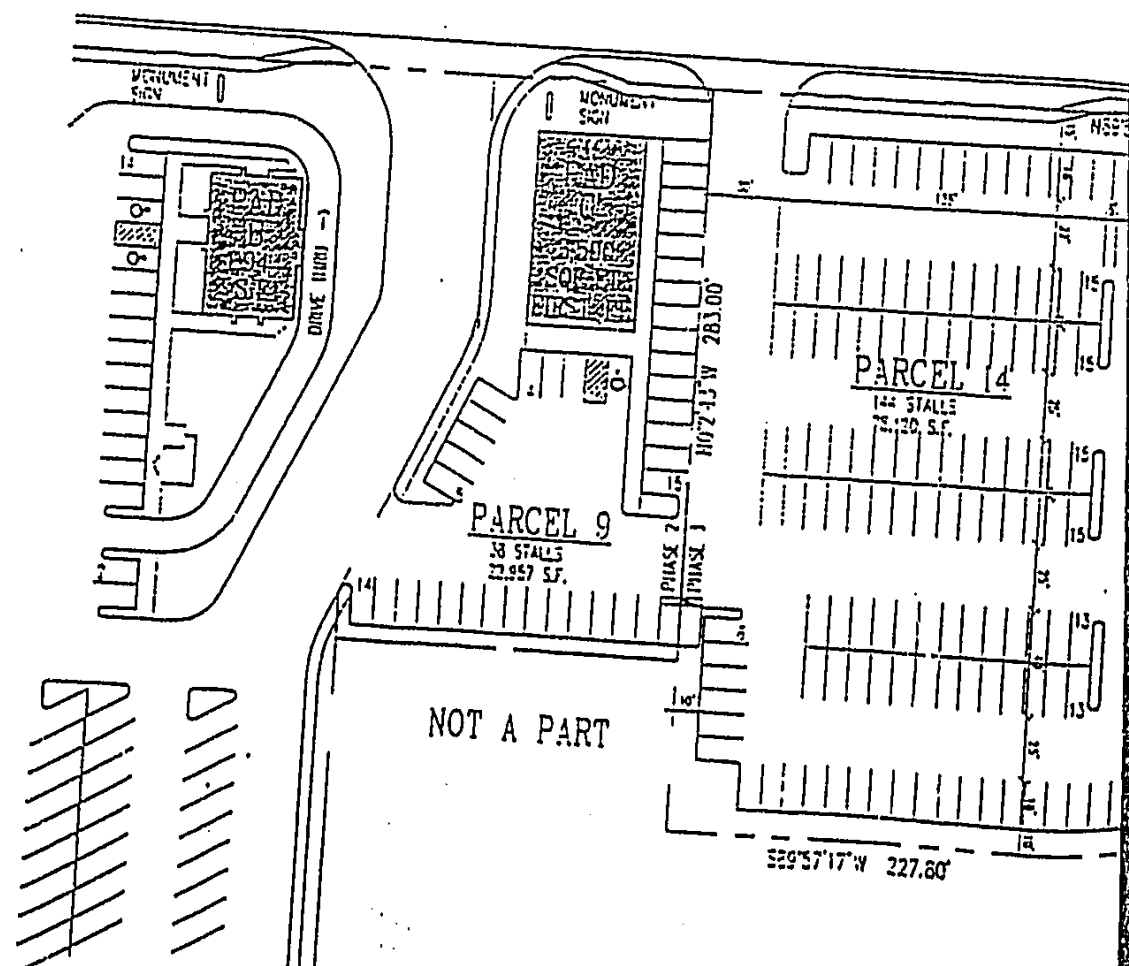
Notary Public

EXHIBIT "A"

SITE PLAN

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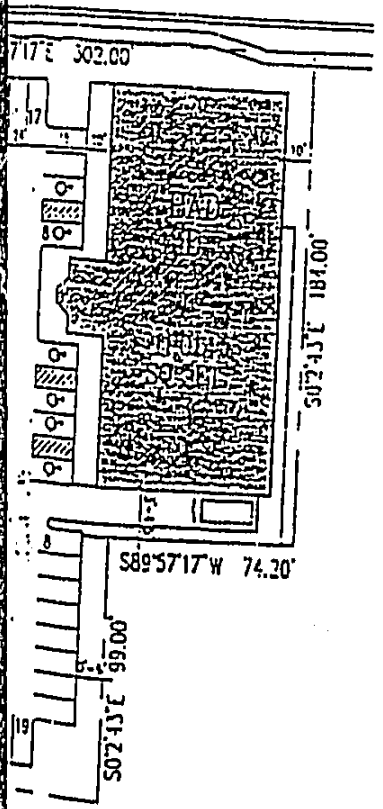
SITE DEVELOPMENT PLAN



SCALE 1" = 30'

BK 7228 Pg 670

BK 7228 PG 671



LYNN J. FORDMAYR AND ASSOCIATES, ARCHITECTS
 2417 EAST PALM BLVD WY
 SUITE 100, OMAHA, NE 68104
 (402) 421-7170



WILLOW WOOD SHOPPING CENTER
 PHASE 3 DEVELOPMENT
 RESUBMIT, OMAHA

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 11
 11

Handwritten marks and signature

7.9.6.

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EXHIBIT "B"
PETERS AGREEMENT

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EXHIBIT B

AGREEMENT

By and between Flower Patch, Inc., a Utah corporation (hereinafter "Flower Patch"); the estate of Melvin Madsen (hereinafter "Madsen"); Alan B. Peters, an individual (hereinafter "Peters"); and, Willow Wood Limited, a Utah limited partnership (hereinafter "Willow Wood").

WHEREAS, a right-of-way and easement for purposes of ingress/egress currently exists across the eastern most portion of a parcel of property belonging to Flower Patch;

WHEREAS, Peters has or may have rights to use said right-of-way and easement;

WHEREAS, Flower Patch wishes to eliminate the easement in order so that it may construct a building in a portion thereof;

WHEREAS, Peters is willing to quit claim his rights, title and interest in the easement and right-of-way, provided that access is maintained for his children's use as pedestrians from his property to 3500 South; and,

WHEREAS, Willow Wood is the developer of the Willow Wood Shopping Center and currently has an option to purchase the parcel belonging to Madsen immediately to the east of the Flower Patch property.

Accordingly, the parties do hereby agree as follows:

1. Peters shall execute a Quit Claim Deed in a form attached hereto as Exhibit "A" thereby extinguishing all of Peters right, title and interest in the right-of-way and easement.
2. Madsen agrees to grant to Peters the right to cross its property in the form of the attached Exhibit "B" hereto and by this reference, so long as Willow Wood has said property under contract.
3. Willow Wood agrees to honor the access rights granted by Madsen if it purchases the Madsen property.
4. In the event that Willow Wood fails to purchase the Madsen property, then Flower Patch agrees to install a pedestrian gate along the wall located at the southern portion of its property, which gate shall be for the exclusive use of Peters and his children.
5. Further, in such event, Flower Patch agrees to allow Peters an access right over and across its property for use by Peters to be used for pedestrian traffic by Peters and his children which shall run along the path described in Exhibit "C" attached hereto.

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6. The parties have agreed that this Agreement is personal to the parties hereto and as such cannot be assigned, and the rights and responsibilities set forth herein shall not run with the land.

7. This Agreement will terminate the earlier of when UDOT completes the 3500 South road widening and related improvements project between 3600 West and 3340 West or on June 15, 2004, whichever is earlier.

Dated this ____ day of December, 1994.

FLOWER PATCH, INC., a Utah corporation

By: _____
Its: _____

ALAN B. PETERS

Alan B. Peters, an individual

ESTATE OF MELVIN MADSEN

By: *Melvin Madsen*
Its: *Melvin Madsen*

WILLOW WOOD LIMITED, a Utah limited partnership, By WBN, Its general partners, By Woodbury Amsource, Inc., Its managing general partner

By: *John R. Gaskill*
John R. Gaskill, President

By: *W. Richards Woodbury*
W. Richards Woodbury, Chairman

W. Richards Woodbury
W. Richards Woodbury, Inc.

1.7.6.

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EXHIBIT "B"

TEMPORARY RIGHT-OF-WAY THROUGH MADSEN PARCEL

Beginning at a point North $89^{\circ}57'17''$ East 1100.742 feet and South 53.00 feet from the North Quarter Corner of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running:

Thence, South $00^{\circ}02'43''$ East 218.000 feet;
Thence, South $89^{\circ}57'17''$ West 5.000 feet;
Thence, North $00^{\circ}02'43''$ East 218.000 feet;
Thence, North $89^{\circ}57'17''$ West 5.000 feet to the point of beginning.

Total area equals 1,090 square feet (0.0250 acres)

Handwritten signature or initials

T.F.O.

BK-7228 RE 0675

EXHIBIT "C"

TEMPORARY RIGHT-OF-WAY THROUGH FLOWER PATCH PARCEL

Beginning at a point North $89^{\circ}57'17''$ East 1095.742 feet and South 53.00 feet from the North Quarter Corner of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running:

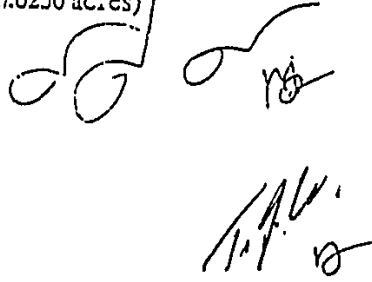
Thence, South $00^{\circ}02'43''$ East 218.000 feet;

Thence, South $89^{\circ}57'17''$ West 5.000 feet;

Thence, North $00^{\circ}02'43''$ East 218.000 feet;

Thence, North $89^{\circ}57'17''$ West 5.000 feet to the point of beginning.

Total area equals 1,090 square feet (0.0250 acres)

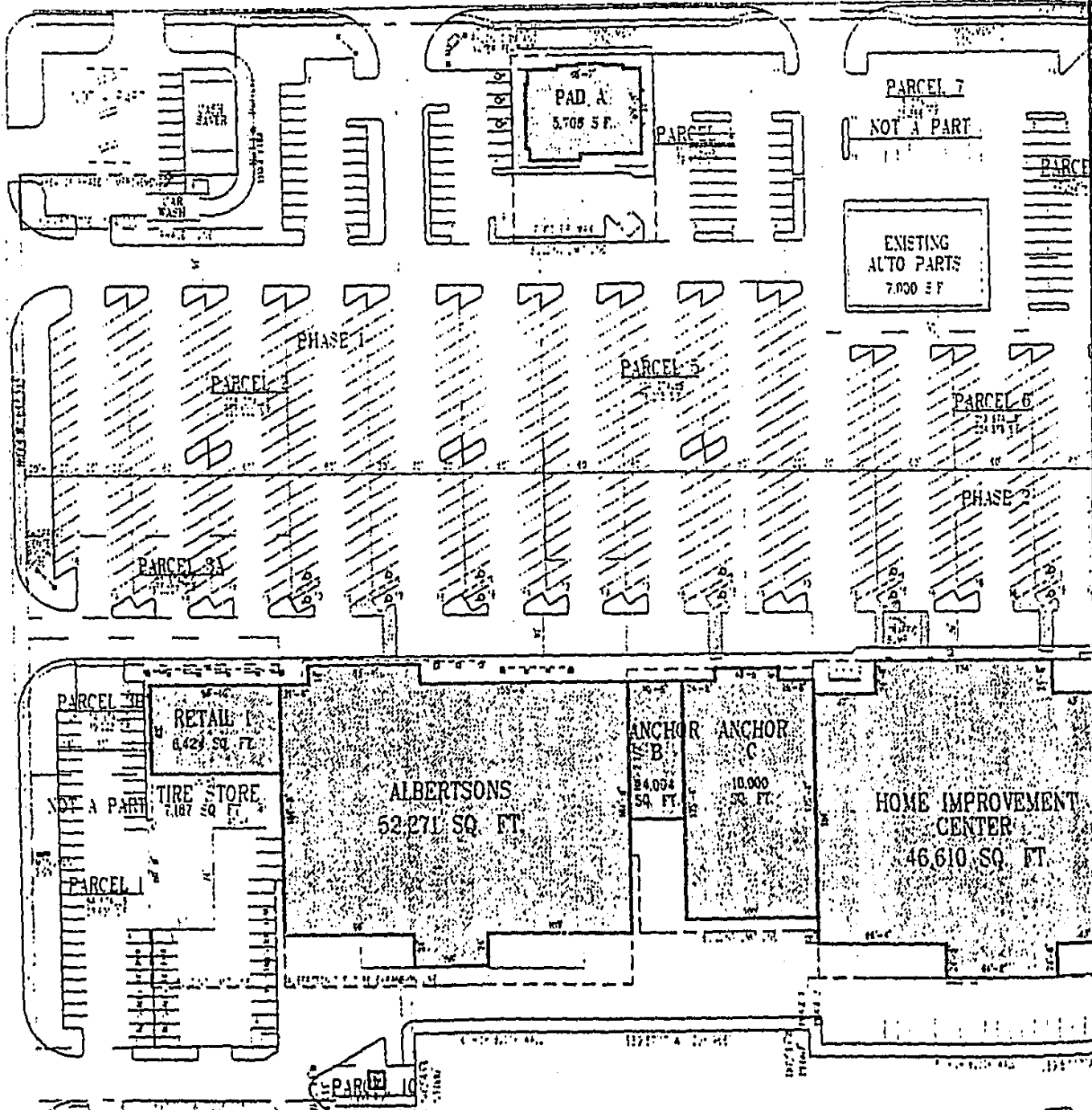


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3500 SOUTH

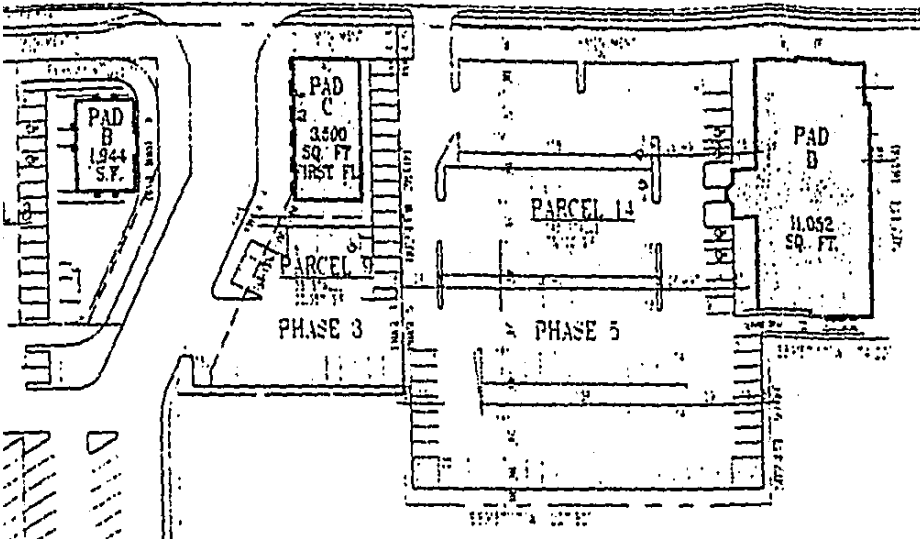
J600 WEST



SITE SHOPPING CENTER INFORMATION

NO.	NAME	AREA (SQ. FT.)	PERCENTAGE OF TOTAL AREA
1	ALBERTSONS	52,271	31.2%
2	HOME IMPROVEMENT CENTER	46,610	28.2%
3	ANCHOR B	24,094	14.7%
4	ANCHOR C	10,000	6.1%
5	RETAIL	8,423	5.1%
6	TIRE STORE	7,187	4.4%
7	EXISTING AUTO PARTS	7,000	4.3%
8	PAD A	5,708	3.5%
9	OTHER	1,000	0.6%
10	TOTAL	167,583	100.0%

BR 7228160677



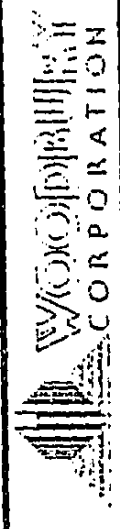
Willow Wood Shopping Center

3600 West - 3500 South
West Valley City, Utah

Developed by
Woodbury-Amsource Inc.

Architects & Planners
Lynn S. Woodbury and Associates

WOODBURY-AMSOURCE AND ASSOCIATES
3600 WEST VALLEY CITY, UTAH 84119
TEL: 766-1100 FAX: 766-1101



WILLOW WOOD SHOPPING CENTER
WEST VALLEY CITY, UTAH

SP-1

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BK 7228P60678

EXHIBIT "I"

LEGAL DESCRIPTIONS OF PARCELS

PARCEL 2 - ALBERTSON'S:

Beginning at a point North 89°57'17" East 344.945 feet and South 53.00 feet from the North Quarter Corner of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running:

Thence South 00°02'43" East 162.500 feet;
Thence North 89°57'17" East 85.000 feet;
Thence South 00°02'43" East 233.208 feet;
Thence North 89°57'17" East 59.917 feet;
Thence South 00°02'43" East 218.168 feet;
Thence North 89°57'17" East 5.917 feet;
Thence South 00°02'43" East 56.791 feet;
Thence North 89°57'17" East 134.667 feet;
Thence South 00°02'43" East 34.667 feet;
Thence South 89°57'17" West 8.500 feet;
Thence South 00°02'43" East 38.333 feet;
Thence South 89°57'17" West 296.966 feet;
Thence South 00°02'43" East 23.000 feet;
Thence South 89°57'17" West 60.000 feet;
Thence South 00°02'43" East 25.667 feet;
Thence South 89°57'17" West 225.341 feet;
Thence North 00°01'04" West 39.250 feet;
Thence North 89°57'17" East 184.122 feet;
Thence North 00°02'43" West 123.583 feet;
Thence North 89°57'17" East 5.917 feet;
Thence North 00°02'43" West 178.500 feet;
Thence South 89°57'17" West 189.894 feet;
Thence North 00°01'04" West 15.000 feet;
Thence North 89°57'17" East 200.137 feet;
Thence North 00°02'43" West 60.000 feet;
Thence South 89°57'17" West 200.108 feet;
Thence North 00°01'04" West 226.000 feet;
Thence North 89°57'17" East 177.000 feet;
Thence North 00°01'04" West 150.000 feet;
Thence North 89°57'17" East 127.928 feet to the point of beginning.

Total area equals 224,552 sq. ft. (5.1550 acres).

Also described as Lot 2 of Willow Wood Shopping Center, according to the official plat thereof recorded in Salt Lake County, Utah.

T.H. G. 28

BK 7228 PG 0679

PARCEL 3A:

Beginning at a point North 89°57'17" East 240.242 feet and South 429.000 feet from the North Quarter Corner of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running:

Thence South 00°02'43" East 60.000 feet;
Thence South 89°57'17" West 200.137 feet;
Thence North 00°01'04" West 60.000 feet;
Thence North 89°57'17" East 200.108 feet to the point of beginning.

Total area equals 12,007 sq. ft. (0.2756 acres).

Also described as a portion of Lot 3 of Willow Wood Shopping Center, according to the official plat thereof recorded in Salt Lake County, Utah.

T.P.C. 3

PARCEL 3B:

Beginning at a point North 89°57'17" East 230.051 feet and South 504.000 feet from the North Quarter Corner of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running:

Thence South 00°02'43" East 100.167 feet;
Thence South 89°57'17" West 189.942 feet;
Thence North 00°01'04" West 100.167 feet;
Thence North 89°57'17" East 189.894 feet to the point of beginning.

Total area equals 19,023 sq. ft. (0.4367 acres).

Also described as a portion of Lot 3 of Willow Wood Shopping Center, according to the official plat thereof recorded in Salt Lake County, Utah.

PARCEL 4:

Beginning at a point North 89°57'17" East 590.945 feet and South 53.000 feet from the North Quarter Corner of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running:

Thence South 00°02'43" East 162.500 feet;
Thence South 89°57'17" West 246.000 feet;
Thence North 00°02'43" West 162.500 feet;
Thence North 89°57'17" East 246.000 to the point of beginning.

Area equals 39,975 sq. ft. (0.9177 acres).

Also described as Lot 4 of Willow Wood Shopping Center, according to the official plat thereof recorded in Salt Lake County, Utah.

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PARCEL 5A:

Beginning at a point North 89°57'17" East 614.945 feet and South 53.000 feet from the North Quarter Corner of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running:

Thence South 00°02'43" East 192.600 feet;
Thence South 89°57'17" West 125.000 feet;
Thence South 00°02'43" East 148.500 feet;
Thence North 89°57'17" East 5.917 feet;
Thence South 00°02'43" East 270.000 feet;
Thence North 89°57'17" East 134.583 feet;
Thence South 00°02'43" East 59.667 feet;
Thence South 89°57'17" West 134.667 feet;
Thence North 00°02'43" West 56.791 feet;
Thence South 89°57'17" West 5.917 feet;
Thence North 00°02'43" West 218.168 feet;
Thence South 89°57'17" West 59.917 feet;
Thence North 00°02'43" West 233.208 feet;
Thence North 89°57'17" East 161.000 feet;
Thence North 00°02'43" West 162.500 feet;
Thence North 89°57'17" East 24.000 feet to the point of beginning.

Total area equals 31,310 sq. ft. (0.7188 acres).

Also described as a portion of Lot 5 of Willow Wood Shopping Center, according to the official plat thereof recorded in Salt Lake County, Utah.

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PARCEL 5B:

Beginning at the North Quarter Corner Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian, then along the Section Line North 89°57'17" East 580.097 feet, then South 245.500 feet to the parcel point of beginning.

Thence South 00°02'43" East 243.500 feet;
Thence North 89°57'17" East 50.500 feet;
Thence South 00°02'43" East 175.000 feet;
Thence South 89°57'17" West 134.583 feet;
Thence North 00°02'43" West 270.000 feet;
Thence South 89°57'17" West 5.917 feet;
Thence North 00°02'43" West 148.500 feet;
Thence North 89°57'17" East 90.000 feet to the point of beginning.

Total area equals 44,905 feet (1.0309 acres).

Also described as a portion of Lot 5 of Willow Wood Shopping Center, according to the official plat thereof recorded in Salt Lake County, Utah.

T. J. C. J.

BK7228PG0684

PARCEL 6A:

Beginning at a point North 89°57'17" East 644.945 feet and South 53.000 feet from the North Quarter Corner of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running:

Thence South 00°02'43" East 192.500 feet;
Thence South 89°57'17" West 30.000 feet;
Thence North 00°02'43" West 192.500 feet;
Thence North 89°57'17" East 30.000 feet to the point of beginning.

Area equals 5,7775 sq. ft. (0.1326 acres).

Also described as a portion of Lot 6 of Willow Wood Shopping Center, according to the official plat thereof recorded in Salt Lake County, Utah.

T.A.K.

PARCEL 6B:

Beginning at a point North 89°57'17" East 645.097 feet and South 245.500 feet from the North Quarter Corner of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running:

Thence South 00°02'43" East 37.500 feet;
Thence North 89°57'17" East 153.862 feet;
Thence South 00°02'43" East 15.000 feet;
Thence South 89°57'17" West 138.862 feet;
Thence South 00°02'43" East 221.000 feet;
Thence South 89°57'17" West 29.500 feet;
Thence North 00°02'43" West 30.000 feet;
Thence South 89°57'17" West 50.500 feet;
Thence North 00°02'43" West 243.500 feet;
Thence North 89°57'17" East 65.000 feet to the point of beginning.

Total area equals 21,885 sq. ft. (0.5024 acres).

Also described as a portion of Lot 6 of Willow Wood Shopping Center, according to the official plat thereof recorded in Salt Lake County, Utah.

T.J.G.
BK 7228 PG 0686

PARCEL 6C:

Beginning at a point North 89°57'17" East 995.217 feet and South 53.000 feet from the North Quarter Corner of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running:

Thence South 00°02'43" East 90.068 feet;
Thence South 17°48'22" West 126.910 feet;
Thence South 00°02'43" East 72.133 feet;
Thence South 00°00'22" East 407.982 feet;
Thence South 43°31'21" West 99.856 feet;
Thence South 89°57'17" West 265.267 feet;
Thence North 00°02'43" West 58.000 feet;
Thence North 89°57'17" East 8.500 feet;
Thence North 00°02'43" West 239.333 feet;
Thence North 89°57'17" East 29.500 feet;
Thence North 00°02'43" West 221.000 feet;
Thence North 89°57'17" West 138.862 feet;
Thence North 00°02'43" West 68.500 feet;
Thence North 89°57'17" East 121.298 feet;
Thence North 17°48'22" East 98.229 feet;
Thence North 00°02'43" West 83.000 feet;
Thence North 89°57'17" East 45.000 feet to the point of beginning.

Total area equals 179,442 sq. ft. (4.1192 acres).

Also described as a portion of Lot 6 of Willow Wood Shopping Center, according to the official plat thereof recorded in Salt Lake County, Utah.

T. J. [Signature]

BK7228PE0687

PARCEL 7:

Beginning at a point North $89^{\circ}57'17''$ East 798.807 feet and South 53.000 feet from the North Quarter Corner of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running:

Thence South $00^{\circ}02'43''$ East 230.000 feet;
Thence South $89^{\circ}57'17''$ West 153.162 feet;
Thence North $00^{\circ}02'43''$ West 230.000 feet;
Thence North $89^{\circ}57'17''$ East 153.862 feet to the point of beginning.

Area equals 35,388 sq. ft. (0.8124 acres).

Also described as Lot 7 of Willow Wood Shopping Center, according to the official plat thereof recorded in Salt Lake County, Utah.

T.J.G.
2

PARCEL 8:

Beginning at a point North $89^{\circ}57'17''$ East 950.217 feet and South 53.000 feet from the North Quarter Corner of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running:

Thence South $00^{\circ}02'43''$ East 83.000 feet;
Thence South $17^{\circ}48'22''$ West 98.229 feet;
Thence South $89^{\circ}57'17''$ West 121.298 feet;
Thence North $00^{\circ}02'43''$ West 176.500 feet;
Thence North $89^{\circ}57'17''$ East 151.410 feet to the point of beginning.

Total area equals 25,316 sq. ft. (0.5812 acres).

Also described as Lot 8 of Willow Wood Shopping Center, according to the official plat thereof recorded in Salt Lake County, Utah.

T.J.G.

PARCEL 9:

Beginning at a point North $89^{\circ}57'17''$ East 1095.742 feet and South 53.000 feet from the North Quarter Corner of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running:

Thence South $00^{\circ}02'43''$ East 283.000 feet;
Thence South $89^{\circ}57'17''$ West 139.429 feet;
Thence North $00^{\circ}02'43''$ West 72.133 feet;
Thence North $17^{\circ}48'22''$ East 126.910 feet;
Thence North $00^{\circ}02'43''$ West 90.068 feet;
Thence North $89^{\circ}57'17''$ East 100.525 feet to the point of beginning.

Total area equals 33,605 sq. ft. (0.7715 acres).

F.P.V.

PHASE 5 PARCEL

Beginning at a point North 89°57'17" East 1095.74 Feet and South 53.00 Feet from the North Quarter Corner of Section 32, Township 1 South, Range 1 West, Salt Lake Base and Meridian and Running:

Thence, North 89°57'17" East 302.00 Feet;
Thence, South 00°02'43" East 283.00 Feet;
Thence, South 89°57'17" West 302.00 Feet;
Thence, North 00°02'43" West 283.00 Feet To the Point of Beginning.

Total Area equals 85,466 sq. ft. (1.962 acres).

T. J. K. M. J.