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#385 NWC 70th South & Redwood
West Jordan, UT
6/29/98

COMMON AREA MAINTENANCE AGREEMENT

Table of Contents

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<u>Article</u>	<u>Subject</u>	<u>Page</u>
1.	Recitals	1
2.	Maintenance Standards	2
3.	Lighting	9
4.	Taxes	10
5.	Maintenance Director	10
6.	Reimbursement of Maintenance Director	10
7.	Billing for Expenses	15
8.	Effect of Sale by Owner	20
9.	Default	20
10.	Lien for Expenses or Taxes	23
11.	Right to Maintain Parcel Separately	24
12.	Responsibility if No Maintenance Director	25
13.	General Provisions	26
14.	Sale & Sale-Leaseback Purchaser	29
15.	Severability	30
16.	Not a Partnership	30
17.	Captions and Headings	30
18.	Entire Agreement	30
19.	Construction	31
20.	Joint and Several Obligations	31
21.	Recordation	31
22.	Subordination	31

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COMMON AREA MAINTENANCE AGREEMENT

THIS COMMON AREA MAINTENANCE AGREEMENT ("**Agreement**") is made as of the 2nd day of July, 1998, by and between **CPI/West Jordan, LLC**, an Idaho limited liability company ("**Cantlon**"), **Dayton Hudson Corporation**, a Minnesota corporation ("**Target**") and **Albertson's, Inc.**, a Delaware corporation ("**Albertson's**").

1. Recitals.

1.1 Albertson's is the Prime Lessee of Parcel 2; Target is the Owner of Parcel 7; and Cantlon is the Owner of Parcels 1, 2, 3, 4, 5, 6, 8, 9 and 10, all as shown on Exhibit "A" and more particularly described in Schedule I attached hereto and incorporated herein by this reference. Parcels 1 through 10 are hereinafter collectively referred to as the "**Shopping Center**." Parcel 1, 2, 3, 4, 5, 6, 7, 8, 9 or 10 is sometimes referred to as "**Parcel**."

1.2 By virtue of that certain document entitled "Declaration of Restrictions and Easements" which encumbers the Shopping Center and is recorded concurrently herewith ("**Declaration**"), the Owners have imposed certain restrictions on their Parcels and have executed reciprocal easements each in favor of the other covering those portions of the Shopping Center defined in the Declaration as "**Common Area**."

1.3 The Owners desire to provide for the common operation, cleaning, maintenance, repair, replacement and insurance of the Common Area within the Shopping Center as hereinafter provided.

1.4 All of the capitalized words and terms in this Agreement shall have the meanings set forth in the Declaration, the provisions of which are incorporated herein by this

reference. In the event of any conflict between the terms of this Agreement and the Declaration, the Declaration shall control.

1.5 The Shopping Center is divided into two (2) phases for development purposes, with Phase I consisting of Parcels 1, 2, 3 and 10, and Phase II consisting of Parcels 4, 5, 6, 7, 8 and 9.

2. Maintenance Standards.

2.1 Commencing on the date Albertson's first opens its building on Parcel 2 for business (the "**Commencement Date**"), the Maintenance Director shall, except as hereinafter provided, maintain the Common Area located within Phase I of the Shopping Center at all times in good and clean condition and repair, and, commencing on the date the first building located on any Parcel in Phase II of the Shopping Center is opened for business, the Maintenance Director shall, except as hereinafter provided, maintain all of the Common Area located within both Phases I and II of the Shopping Center at all times in good and clean condition and repair. Notwithstanding the foregoing, the Maintenance Director shall not be obligated to maintain Parcel 7, and the Owner of Parcel 7's obligation to contribute to Common Area Expenses (hereinafter defined) shall not commence until the Owner of Parcel 7 first opens its building on Parcel 7 for business. Said maintenance shall include, without limitation, the following:

(a) Maintaining, repairing and resurfacing, when necessary, all paved 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) Maintaining, repairing and replacing, when necessary, all traffic directional signs, markers and lines;

(d) Operating, maintaining, repairing and replacing, when necessary, such artificial lighting facilities as shall be reasonably required (except for the "After Hours Lighting" described in Article 3 below); provided, however, if Parcel 7 is separately metered, the Owner of Parcel 7 shall separately operate, maintain, repair and replace, when necessary, such artificial lighting facilities on Parcel 7 as are reasonably required, and the costs therefor shall be paid directly by the Owner of Parcel 7, and notwithstanding anything to the contrary herein, the Owner of Parcel 7 shall not be required to reimburse the Maintenance Director for costs relating to artificial lighting facilities;

(e) Maintaining all landscaped areas (including, without limitation, those on the perimeter of the Shopping Center); maintaining, repairing and replacing, when necessary, automatic sprinkler systems and water lines; and replacing shrubs and other landscaping as is necessary;

(f) Maintaining, repairing and replacing, when necessary, all Common Area walls (including, without limitation, all fences, walls or barricades constructed pursuant to Section 4.4 of the Declaration);

(g) Maintaining, repairing and replacing, when necessary, all storm drains, sewers and other utility lines and facilities not dedicated to the public or conveyed to any

public or private utility which are necessary for the operation of the buildings and improvements located in the Shopping Center (with the cost of all such items being allocated between the Owners of all buildings and improvements serviced or to be serviced by said facilities on the basis of their respective Building Areas);

(h) Keeping the Shopping Center Pylon Signs (as described in the Declaration) lighted from dusk to dawn or during such other times mutually agreed in writing by the businesses designated thereon; and

(i) Maintaining, repairing and replacing, when necessary, the Shopping Center Pylon Sign pylon structures shown on Exhibit "A" (except for the sign fascia and cans which shall be supplied and maintained by the businesses designated thereon). Notwithstanding the other provisions of this Agreement, the cost of maintaining, repairing and replacing the Shopping Center Pylon Sign pylon structures shall be paid by the Owners of all Parcels entitled to display designations thereon in the proportion that the total square footage of each Owner's designation or designations bears to the total square footage of all designations entitled to be displayed thereon; and

(j) Performing itself or contracting with a third party or parties to perform any of the services described herein; provided, however, that the Maintenance Director shall remain responsible and liable for the performance of all of said services in accordance with the terms of this Agreement and for the performance of any such third party or parties under any such contract or contracts.

(k) Installing and maintaining a construction fence on the southerly boundary of Parcels 4 and 9 prior to commencement of any construction on Phase II, until the

date the Maintenance Director is obligated to commence maintenance of the Phase II portion of the Shopping Center, to prevent the movement of trash and debris from Phase II onto Phase I.

2.2 In addition to the foregoing, the Maintenance Director shall provide and maintain Commercial General Liability Insurance insuring the Maintenance Director against claims for personal injury, bodily injury or death, and property damage or destruction, occurring in, on or about the Common Area. Such insurance shall be written with an insurer licensed to do business in the state in which the Shopping Center is located and Target, Cantlon, Albertson's, and all persons who now or hereafter own or hold portions of the Shopping Center or building space within the Shopping Center 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) shall be named on the policy as additional insureds. The limits of liability of all such insurance shall be not less than \$5,000,000 for personal injury or bodily injury or death of any one person, \$5,000,000 for personal injury or bodily injury or death of more than one person in one occurrence and \$1,000,000 with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than \$5,000,000 per occurrence. The parties agree that the insurance maintained by the Maintenance Director as provided above shall be primary insurance and not contributory with any insurance maintained by the Owners and any Prime Lessee. In addition to the insurance described in this Section 2.2, the Maintenance Director shall carry the following minimum coverages in Constant Dollars:

Worker's compensation and employer's liability insurance as follows:

- (a) Worker's compensation insurance as required by any applicable law or regulation.
- (b) Employer's liability insurance in the amount of \$1,000,000 each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease; and

Automobile Liability Insurance: Automobile liability insurance including coverage for owned, hired, and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage combined.

Such insurance shall be maintained in Constant Dollars. "**Constant Dollars**" means the present value of the dollars to which such phrase refers. An adjustment of each specified dollar amount shall occur on January 1 of the sixth calendar year following the date of this Common Area Maintenance Agreement, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "**Base Index Number**" shall be the level of the Index for the month during which this Common Area Maintenance Agreement is dated; the "**Current Index Number**" shall be the level of the Index for the month of September of the year preceding the adjustment year; the "**Index**" shall be the Consumer Price Index for All Urban Consumers, U.S. City Average, All Items published by the Bureau of Labor Statistics of United States Department of Labor (base year 1982-84=100), or any successor index thereto as hereinafter provided. If publication of the Index is

discontinued, or if the basis of calculating the Index is materially changed then the Consenting Owners shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index. The Maintenance Director shall furnish Target, Cantlon and Albertson's with certificates evidencing such insurance. The policies of such insurance shall provide that the insurance represented by such certificates shall not be cancelled, materially changed or nonrenewed without the giving of thirty (30) days' prior written notice to the holders of such insurance and the holders of such certificates.

2.3 Anything in this Article 2 to the contrary notwithstanding, the Maintenance Director shall not be responsible for the maintenance or insurance of any Service Facilities (as defined in the Declaration) or drive-up or drive-through customer service facilities, which facilities shall be maintained 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 maintenance of the balance of the Common Area. In addition, the Owners of the Parcel or Parcels on which said facilities are located shall at all times (i) provide and maintain or cause to be provided and maintained Commercial General Liability insurance insuring all persons who now or hereafter own or hold portions of said facilities or any leasehold estate or other interest therein as their respective interests may appear against claims for personal injury, bodily injury or death or property damage or destruction occurring in, on or about said facilities with the same limits as provided in Section 2.2, and (ii) indemnify, defend and hold harmless the Owners and occupants of all other Parcels from and against any and all liability, claims, damages, expenses (including

reasonable attorneys' fees and reasonable attorneys' fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring in, on or about said facilities and arising out of the performance or nonperformance of any of the obligations of the Owners of the Parcel or Parcels on which said facilities are located as set forth in this Section 2.3, unless caused by the negligent or willful act or omission of the indemnified person, its agents, contractors or employees. Said insurance shall be written with an insurer licensed to do business in the state in which the Shopping Center is located and in the amounts set forth in Section 2.2 above. The Owners of any such Parcel or Parcels shall furnish the Maintenance Director and any other Owner or Prime Lessee with certificates evidencing such insurance upon request. The insurance which an Owner is required to maintain hereunder may be provided under a blanket policy provided such policy otherwise complies with the requirements of this Agreement. So long as an Owner or Prime Lessee has a net worth, determined in accordance with generally accepted accounting principles, in excess of \$100,000,000 in Constant Dollars, all or any part of such insurance carried by such Owner or Prime Lessee may be provided under a program of self-insurance; provided, each Owner or Prime Lessee shall furnish to any other Owner or Prime Lessee requesting the same, a certificate(s) of insurance, or statement of self-insurance, as the case may be, evidencing that the insurance required to be carried by such Owner or Prime Lessee is in full force and effect; and further provided, any Owner or Prime Lessee so self-insuring notifies the other Owners and any Prime Lessee of its intent to self-insure, and upon request it shall deliver to such other Owner or Prime Lessee each calendar year a copy of its annual report that is audited by an independent certified

public accountant which discloses that such Owner or Prime Lessee has \$100,000,000 in Constant Dollars of net worth.

2.4 The Maintenance Director agrees to indemnify, defend and hold harmless the Owners and occupants of all Parcels from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring in, on or about the Common Area (exclusive of any Service Facilities or drive-up or drive-through customer service facilities) and arising out of the performance or nonperformance of any of the obligations of the Maintenance Director set forth in this Agreement, unless caused by the negligent or willful act or omission of the indemnified person, its agents, contractors or employees.

3. Lighting.

3.1 It is agreed that the artificial lighting for the Common Area shall remain on from dusk until midnight. If artificial lighting for a time later than the foregoing ("**After Hours Lighting**") is needed by any Owners or occupants, then such artificial lights to service such Owners or occupants shall be separately metered or otherwise measured or reasonably estimated and all expenses thereof shall be paid by such Owners or occupants to the extent appropriate. Such Owners or occupants shall pay a reduced proportion of the expense of lighting the balance of the Common Area according to the extent to which such Owners or occupants are lighting the Common Area by separately metered lights. The Owner of Parcel 7 shall have the right to separately, maintain and operate lighting on Parcel 7 as provided in Section 2.1(d) of this Agreement.

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 Common Area on such Owner's Parcel; subject, however, to the right of any such Owner to contest the amount or validity of all or any part of said taxes and assessments.

5. Maintenance Director.

5.1 The Owners hereby appoint the Owner of Parcel 3 as Maintenance Director of the Shopping Center Common Area from and after the date Albertson's first opens its building on Parcel 2 for business.

5.2 The Owners of Parcels 2 and 7 (acting together) may remove the Maintenance Director upon written notice to the Owners of the remaining Parcels in which event the Owners of Parcels 2 and 7 (acting together) shall appoint another person to be the Maintenance Director.

5.3 The Maintenance Director shall have the right, upon giving ninety (90) days' prior written notice to the Owners of the Shopping Center, to resign as Maintenance Director in which event the Owners of Parcels 2 and 7 (acting together) shall appoint another person to be the Maintenance Director.

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 (collectively, the "Common Area Expenses"), pursuant to the provisions of this Article 6.

6.2 At least sixty (60) days prior to the Commencement Date and thereafter by June 1 of each calendar year during the term of this Agreement, the Maintenance Director shall submit to each Consenting Owner (except the Owner of Parcel 7, until the date sixty (60) days prior to the date the Owner of Parcel 7 first opens its building on Parcel 7 for business), for such Consenting Owner's review and approval, a proposed annual budget for Common Area Expenses ("**Budget**") covering, respectively, the First Partial Maintenance Budget Year (as hereafter defined) and each Maintenance Budget Year thereafter, together with any backup materials reasonably requested by any Consenting Owner. For purposes of this Agreement the term "**First Partial Maintenance Budget Year**" shall mean the period running from the Commencement Date to the following September 1. For purposes of this Agreement, the term "**Maintenance Budget Year**" shall mean the period running from the first September 1 following the Commencement Date, and continuing through the following August 31, and each corresponding twelve (12) month period thereafter. For purposes of this Agreement, a reference herein to "Maintenance Budget Year" shall also be deemed to include, as applicable, the First Partial Maintenance Budget Year. Said Budget may also provide for a Service Fee (as defined in Section 6.7), but, except as may be hereinafter provided, unless said Service Fee is provided for in the Budget, no such fee shall be imposed.

6.3 Each Consenting Owner shall, within thirty (30) days after receipt of the Budget, either approve or disapprove the same in writing to the Maintenance Director.

6.4 With respect to each Budget, each Consenting Owner shall in all events approve each specific segregated item (a "**CAM Item**") of Common Area Expenses that such Consenting Owner finds acceptable, even if the pertinent Budget contains other CAM Items

which such Consenting Owner finds unacceptable, with the end result that such Consenting Owner shall have approved as much of the pertinent Budget as possible under the circumstances, even though such Consenting Owner is unable to approve the pertinent Budget in its entirety because it contains unacceptable CAM Items. If a Consenting Owner disapproves a Budget or any CAM Items, it must note the reasons for disapproval on the foregoing written notice. In the event that a Budget or CAM Item is disapproved by a Consenting Owner, the Maintenance Director shall continue to revise and resubmit the same until agreement is reached between the Maintenance Director and the Consenting Owner(s). Should the Maintenance Director and the Consenting Owners be unable to agree upon a Budget or CAM Item before the expiration of the Budget for the existing Maintenance Budget Year, then, upon said expiration, the Maintenance Director shall promptly submit for bid each disapproved CAM Item (or all work covered by the pertinent Budget, if the whole Budget is disapproved) to at least three (3) bidders reasonably approved in writing by the Consenting Owners. Thereafter, the names of the bidding contractors or companies and the amount of their respective bids shall be furnished to the Consenting Owners by the Maintenance Director within ten (10) days after the Maintenance Director's receipt thereof, and the Maintenance Director shall award the pertinent contract to the low bidder, unless the prior written consent of the Consenting Owners to award the contract to a higher bidder is obtained by the Maintenance Director, and these bid items and amounts shall be integrated into the pertinent Budget. During the foregoing bidding process, the Maintenance Director shall continue to maintain the Common Area based upon the approved portions, if any, of the currently submitted Budget and those portions of the just-expired Budget that relate to disapproved CAM Items contained in the new currently submitted Budget until the bidding process for those CAM

Items is complete. Upon a Consenting Owner's request, the Maintenance Director shall provide copies of any one or all of the maintenance contracts to such Consenting Owner. In the event that agreement cannot be reached as to the insurance costs included within any Budget submitted by the Maintenance Director and/or in the event the Maintenance Director shall fail to acquire the necessary insurance for the Common Area, and if a Consenting Owner shall reasonably believe that said insurance has or may soon lapse, such Consenting Owner shall have the option (but not the duty) of immediately acquiring said insurance itself, in which event the Maintenance Director shall pay to the Consenting Owner responsible for acquiring said insurance the insurance costs (less the proportionate share thereof which is the responsibility of the Consenting Owner responsible for acquiring said insurance) within ten (10) days of its receipt of a statement therefor from said responsible Consenting Owner, and thereupon shall be entitled to proportionate contribution from the other Owners. Notwithstanding the foregoing, (i) a Consenting Owner shall be required to give the Maintenance Director such reasonable notice (e.g., written or telephonic) and such reasonable opportunity to obtain such insurance as may be reasonably prudent and practical under the circumstances prior to acquiring such insurance, and (ii) a Consenting Owner shall have no duty or obligation to obtain such insurance.

Anything to the contrary hereinabove notwithstanding, an Owner shall have no obligation whatsoever to reimburse the Maintenance Director for any actual individual CAM Item (except emergency expenditures as defined in Section 6.5 and expenditures over which Maintenance Director has no control [such as utilities and governmentally regulated services such as refuse removal]) which is not part of the Budget unless the Consenting Owners give prior written approval for such item. If any actual individual CAM Item which is provided for in the

Budget exceeds the amount listed for said CAM Item in said Budget, then the Maintenance Director must obtain the consent of each Consenting Owner (which consent shall not be unreasonably withheld) before an Owner will be obligated to reimburse the Maintenance Director for its proportionate share of such excess amount.

6.5 In the event that the Maintenance Director is required to incur an extraordinary cost or expense during any Maintenance Budget Year for the emergency repair, maintenance or replacement of any portion of the Common Area, which expense has not been set forth in an approved Budget, each Owner shall be responsible for paying its pro rata share of such costs in accordance with the provisions hereof. Upon the occurrence of such emergency, Maintenance Director shall provide each Owner with the best and earliest notice feasible under the circumstances, which notice shall in no event be delayed more than forty-eight (48) hours. For purposes of this Section 6.5, an "emergency" necessitating repair, maintenance or replacement shall be one which presents an imminent threat or danger of irreparable harm to person or property, as to which delay would cause further threat or damage or would further endanger person or property, or which results from extraordinary weather conditions not anticipated in the locale of the Shopping Center.

6.6 In the event that the Maintenance Director reasonably deems it necessary to incur an extraordinary cost or expense for the repair or replacement of any portion of the Common Area, which expense has not been set forth in an approved Budget but is not on an emergency basis, Maintenance Director shall request written approval of such expenditure from the Owners as far in advance of such repair or replacement as is reasonably possible, and such approval shall not be unreasonably withheld or delayed. If requested by any Consenting Owner,

the Maintenance Director shall follow the bidding procedures set forth in Section 6.4 with regard to any repair or replacement performed under this Section 6.6.

6.7 Maintenance Director agrees to perform its duties under this Article 6 on a nonprofit basis with the objective of keeping expenses at a reasonable minimum. The Maintenance Director may charge the Owners of Parcels 2 and 7 a maximum service charge of ten percent (10%) of each such Owner's proportionate share of said expenses to cover management and administration costs ("Service Fee"); provided, however, that the Service Fee shall not exceed \$350 in Constant Dollars for any item of Common Area Expenses without the prior written approval of the Consenting Owners. The Maintenance Director may charge the Owners of all other Parcels in the Shopping Center a reasonable service charge as negotiated between the Maintenance Director and each other Owner, but no less than ten percent (10%). The Common Area Expenses shall not include any costs incurred by the Maintenance Director for the services of a manager or management company or for office overhead or compensation of its employees except to the extent included in the Service Fee.

7. Billing for Expenses.

7.1 (a) The Owner of each Parcel (or its respective tenants or agents, as it may direct) shall pay to the Maintenance Director on or before the first (1st) day of each month, such Owner's proportionate share (set forth in subsection (b) below) of the Common Area Expenses on a monthly basis as set forth in the Budget approved by the Consenting Owners under Section 6.2 above. The Consenting Owners may approve a Budget (in their discretion) with budgeted expenditures scheduled in months or periods when the expenses are to be incurred. The Maintenance Director shall advise the Owners by written invoice to each Owner within ninety

(90) days after the end of each Maintenance Budget Year of the total Common Area Expenses actually paid by the Maintenance Director during the prior Maintenance Budget Year and the difference between the sum of the twelve (12) monthly payments made by each Owner to the Maintenance Director relative to said Maintenance Budget Year. The invoice to be sent by the Maintenance Director pursuant to the provisions set forth above shall be accompanied by documentation which evidences all expenditures covered by said invoice. The Maintenance Director shall provide to any Owner such additional documentation as such Owner shall reasonably request, and such Owner's obligation to pay any invoice submitted by the Maintenance Director shall be contingent upon its receipt of said additional documentation (and whether the Maintenance Director obtained the consent described in the last paragraph of Section 6.4 above, if applicable); provided, however, that such Owner shall be entitled to withhold payment only as to the specific items relative to which such Owner has not received the requested additional documentation (or as to the specific items for which the Owner's consent under the last paragraph of Section 6.4 was not obtained). Thereupon, there shall be an adjustment between the Maintenance Director and such Owner with payment to the Maintenance Director by such Owner or repayment by the Maintenance Director to such Owner, as the case may require, to the end that the Maintenance Director shall receive the entire amount of each Owner's proportionate share of the actual Common Area Expenses for said Maintenance Budget Year (subject, however, to the terms of Section 6.4 above).

(b) The proportionate share of the total Common Area expenses to be borne by each Owner for any year shall be that percentage set forth below:

(i) from the date Albertson's first opens its building on Parcel 2 for business, to the date the first building on any Parcel in Phase II of the Shopping Center is opened for business:

	Bldg. Area (Excluding Expansion Area)	Percent
Parcel 1	15,069	16.94
Parcel 2	55,922	62.88
Parcel 3	10,453	11.75
Parcel 10	<u>7,500</u>	<u>8.43</u>
TOTAL:	88,944	100.00

(ii) from the date the first building on any Parcel in Phase II of the Shopping Center is opened for business:

	Bldg. Area (Excluding Expansion Area)	Percent
Parcel 1	15,069	4.87
Parcel 2	55,922	18.07
Parcel 3	10,453	3.38
Parcel 4 & 5 (collectively)	72,800	23.52
Parcel 6	14,950	4.83
Parcel 7	122,800	39.68
Parcel 8	5,000	1.61
Parcel 9	5,000	1.61
Parcel 10	<u>7,500</u>	<u>2.43</u>
TOTAL:	309,494	100.00

Notwithstanding anything in this Section 7.1 to the contrary, the Owner of Parcel 7's obligation to contribute to Common Area Expenses shall not commence until the Owner of Parcel 7 first opens its building on Parcel 7 for business. In the event a building on any Parcel in Phase II of

the Shopping Center first opens for business prior to the date the Owner of Parcel 7 first opens its building on Parcel 7 for business, then for the interim period between the date the first building in Phase II first opens for business and the date the building on Parcel 7 first opens for business, the foregoing percentages shall be recalculated omitting the Maximum Building Area on Parcel 7, and the Owner of Parcel 7 shall maintain Parcel 7 at its sole cost and expense until the Owner of Parcel 7 first opens its building on Parcel 7 for business, provided, notwithstanding anything to the contrary in this sentence, during the construction of the building and site work on Parcel 7, the Owner of Parcel 7 shall not be required to maintain Parcel 7 except in the manner required by law; and further provided, following the completion of the building and site work on Parcel 7, but prior to the opening of the building on Parcel 7 for business, the Owner of Parcel 7 may direct the Maintenance Director by written notice, to commence maintenance of Parcel 7. Effective as of the date set forth in such written notice, the percentages in (ii) above shall take effect and obligation of the Owner of Parcel 7 to contribute to Common Area Expenses shall commence. In the event the Owner or Prime Lessee of Parcel 2 expands its building into the Expansion Area shown on Exhibit "A," or in the event the Ground Floor Area of any building constructed on Parcel 1 exceeds 15,069 square feet, then (in each instance) the above percentages shall be recalculated based upon any increase in the total Ground Floor Area of said building from the figures set forth above. The Maintenance Director shall not be entitled to reimbursement from any Owner (or its tenants or agents) for any item of Common Area Expenses (including the Service Fee) for which a bill is not submitted to said Owner (or its tenants or agents, as it may direct) within one hundred eighty (180) days after the end of the Maintenance Budget Year in which said expense is incurred.

7.2 The Owner or Prime Lessee of Parcel 2 or Parcel 7 may, upon not less than ten (10) days' prior written notice to the Maintenance Director, inspect the Maintenance Director's records for all Common Area Expenses incurred during the preceding Maintenance Budget Year at the Maintenance Director's General Offices or at such other location reasonably designated by the Maintenance Director at any time during reasonable business hours within two (2) years after the end of said Maintenance Budget Year. If said inspection reveals an overpayment of Common Area Expenses (including the Service Fee), the Maintenance Director shall reimburse the Owner or Prime Lessee of each Parcel (or its respective tenants or agents, as it may direct) its proportionate share of any such overpayment within thirty (30) days after receipt of notice of determination, and of the amount, of such overpayment. If said inspection reveals an underpayment of Common Area Expenses (including the Service Fee but excluding all expenses for which a statement was not timely submitted pursuant to Section 7.1 above), the Owner or Prime Lessee of each Parcel shall reimburse the Maintenance Director its proportionate share of any such underpayment within thirty (30) days after receipt of proper billing in accordance with Section 7.1. If said inspection reveals that the Maintenance Director misstated Common Area maintenance and insurance expenses by more than three percent (3%), the Maintenance Director shall reimburse the person making such inspection for all costs reasonably incurred in making such inspection within thirty (30) days after receipt of notice of determination, and of the amount, of any such misstatement. The Maintenance Director's expenses for any calendar year shall be deemed correct if the Owner of Parcel 2 or

Parcel 7 does not give the Maintenance Director written notice of any such overpayment or underpayment within the two (2) year period provided.

8. Effect of Sale by Owner.

8.1 In the event an Owner sells all or any portion of its interest in its Parcel, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the property sold by it arising under this Agreement after the sale and conveyance of title but shall remain liable for all obligations arising under this Agreement prior to the sale and conveyance of title. The new Owner of any such Parcel or any portion thereof (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Agreement with respect to such Parcel or portion thereof after the date of sale and conveyance of title.

9. Default.

9.1 In the event any Owner fails or refuses to pay when due its share of any bill for the Common Area Expenses (including the ten percent [10%] service charge described in Article 6 above), which failure continues for a period of ten (10) days after receipt of written notice thereof, such failure shall constitute a default and legal action may thereafter be instituted against the defaulting Owner by the Maintenance Director or other person paying the maintenance or insurance expenses (including the ten percent [10%] service charge described in Article 6 above) of the defaulting Owner ("**Curing Party**") for reimbursement plus interest from and after the date said bill was due and payable to and including the date said bill is paid at a rate equal to the lesser of (i) the highest rate allowed by law, and (ii) the rate two percent (2%) above the reference rate of interest charged from time to time to corporate borrowers of the highest credit

standard by Bank of America (the lesser rate being hereinafter referred to as the "**Default Rate**"). Furthermore, the Curing Party shall have a lien on the Parcel of the defaulting Owner for the amount of said expenses (including the ten percent [10%] service charge described in Article 6 above) plus accrued interest as set forth above; provided, however, 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 when due all taxes and assessments described in Article 4 above, which failure continues for a period of thirty (30) days after receipt of written notice thereof, such failure shall constitute a default and any other Owner or Prime Lessee ("**Curing Owner**") may thereafter 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 Default Rate from the date of expiration of said fifteen (15) day period until paid; provided, however, 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.

9.3 In the event any Owner fails to perform any other provision of this Agreement, which failure continues for a period of thirty (30) days after receipt of written notice

specifying the particulars of such failure, such failure shall constitute a default and any other Owner or Prime Lessee may thereafter institute legal action against the defaulting Owner for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law; provided, however, that the defaulting Owner shall not be deemed to be in default if such failure to perform cannot be rectified within said thirty (30) day period and such Owner is diligently proceeding to rectify the particulars of such failure.

9.4 In the event the Maintenance Director fails to perform any of the provisions of this Agreement, which failure continues for a period of thirty (30) days (ten [10] days in the event of failure to pay money) after receipt of written notice from any Owner or Prime Lessee specifying the particulars of such failure, such failure shall constitute a default and any Owner or Prime Lessee may thereafter institute legal action against the Maintenance Director for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law and/or may perform the obligations of the Maintenance Director specified in said notice of default and offset the cost thereof from amounts due the Maintenance Director; provided, however, that the Maintenance Director shall not be deemed to be in default if such failure to perform (excluding the payment of money) cannot be rectified within said thirty (30) day period and the Maintenance Director is diligently proceeding to rectify the particulars of such failure.

9.5 In addition to the foregoing, in the event any person initiates or defends any legal action or proceeding to enforce or interpret this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal) as determined by the court in the same or a separate proceeding.

9.6 The failure of a person to insist upon strict performance of any of the terms, covenants, conditions or agreements 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 terms, covenants, conditions or agreements contained herein by the same or any other person.

9.7 In addition to the remedies set forth in this Agreement, each person entitled to enforce this Agreement shall have all other remedies provided by law to the same extent as if fully set forth herein word for word. No remedy herein conferred upon, or reserved to any person shall exclude any other remedy herein or by law provided, but each shall be cumulative.

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 or Curing Party as a claim of lien against the defaulting Owner in the office of the recorder of the county in which the Shopping Center is located, signed and verified, which shall contain at least:

- (a) An itemized statement of all amounts due and payable pursuant hereto;
- (b) A description sufficient for identification of that portion of the real property of the defaulting Owner which is the subject of the lien;
- (c) The name of the Owner or reputed Owner of the property which is the subject of the lien; and
- (d) The name and address of the Curing Owner or Curing Party.

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 Either the Owner (or Prime Lessee) of Parcel 2 or Parcel 7 may, individually, 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, repair, replace and insure such Owner's portion of the Common Area, except for resurfacing, lighting 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 (or its respective tenants or agents, as it may direct) pursuant to the formula in Article 7. In the event of any such assumption by any Owner, such Owner agrees to maintain, repair and replace its portion of the Common Area at its sole cost and expense and in a manner and at a level of quality at least comparable to that of the balance of the Common Area. Any such Owner may also elect to terminate its obligation to maintain, repair, replace and insure its portion of the Common Area by giving at least sixty (60) days' prior written notice to the Maintenance Director, in which event the Maintenance Director shall resume its duties with respect to said Parcel and the Owner so electing agrees to pay for its pro rata share of all Common Area maintenance and insurance costs (including the ten percent [10%] service charge described in Article 6 above) thereafter incurred by the Maintenance Director in accordance with

the formula in Article 7. Anything in the preceding sentence to the contrary notwithstanding, the Owner electing to terminate its obligation to maintain, repair, replace and insure its portion of the Common Area shall return said Common Area to the Maintenance Director in the same quality and condition as the balance of the Common Area, any failure of which shall be corrected at the sole cost and expense of said Owner.

11.2 The Owner of any Parcel electing to assume the obligations of the Maintenance Director pursuant to Section 11.1 above agrees to indemnify, defend and hold harmless the Maintenance Director and the Owners and occupants of all other Parcels from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring on said Owner's Parcel and arising out of the performance or nonperformance of any of the obligations of the Owner of said Parcel set forth in this Article 11, unless caused by the negligent or willful act or omission of the indemnified person, its agents, contractors or employees.

11.3 In the event the Owner of any Parcel elects to assume the obligations of the Maintenance Director pursuant to Section 11.1 above, such Owner may provide all or any part of its insurance under a program of self-insurance, so long as such Owner complies with the self-insurance provisions set forth in Section 2.3. All other Owners shall be named as an additional insured in the insurance carried by such an assuming Owner.

12. Responsibility if No Maintenance Director.

12.1 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. In the event any Owner defaults in the performance of such obligations, any other Owner may cause the performance of the obligations of the defaulting Owner and bill the defaulting Owner for the expenses incurred. In such event, the provisions and remedies of Articles 9 and 10 shall apply.

12.2 In the event there should at any time cease to be a Maintenance Director, each Owner agrees to indemnify, defend and hold harmless the Owners and occupants of all other Parcels from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees and reasonable attorneys' fees on any appeal), judgments, proceedings and causes of action, for injury to or death of any person or damage to or destruction of any property occurring on the indemnifying Owner's Parcel and arising out of the performance or nonperformance of any of the obligations of the Owner of said Parcel set forth in Section 12.1, unless caused by the negligent or willful act or omission of the indemnified person, its agents, contractors or employees.

13. General Provisions.

13.1 This Agreement 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.

13.2 The term of this Agreement shall be for sixty-five (65) years from the date hereof; provided, however, that this Agreement shall terminate automatically upon the expiration or earlier termination of the Declaration.

13.3 Anything in this Agreement to the contrary notwithstanding, no breach of this Agreement shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Agreement shall be binding upon, and be effective against, any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

13.4 Each term, covenant, condition and agreement contained herein respecting any 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.

13.5 This Agreement may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the Consenting Owners, and then only by written instrument duly executed and acknowledged by all of the required Consenting Owners, duly recorded in the office of the recorder of the county in which the Shopping Center is located. No modification or termination of this Agreement shall affect the rights of any Lienholder unless the Lienholder consents in writing to the modification or termination.

13.6 Whenever the consent or approval of any Owner is required, such consent or approval shall be exercised only in the following manner. Each Parcel shall have only one (1) vote. The Owners (if consisting of more than one [1] person) of each Parcel shall agree among themselves and designate in writing to the Owners and Prime Lessees of each of the other Parcels a single person who is entitled to cast the vote for that Parcel. If the Owners of any such Parcel cannot agree who shall be entitled to cast the single vote of that Parcel, or if the Owners fail to designate the single person who is entitled to cast the vote for that Parcel within thirty (30) days after receipt of request for same from any Owner or Prime Lessee, then that Parcel shall not be entitled to vote. In the event an 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 thereof and is hereby granted all of the rights and remedies granted to the Owner of said Parcel so long as it is the Prime Lessee of said Parcel, anything in this Agreement to the contrary notwithstanding.

13.7 All notices given pursuant to this Agreement shall be in writing and shall be given by personal delivery, by United States mail or by United States 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 in the county in which the Shopping Center is located. All notices to Cantlon, Target or Albertson's shall be sent to the person and address set forth below:

Cantlon: CPI/West Jordan, LLC
c/o Cantlon Properties, Inc.
U.S. Bank Plaza, Suite 1820
Boise, ID 83702
Attention: Roger D. Cantlon, Manager

with copy to: Givens Pursley, LLP
277 N. 6th Street, Suite 200
P.O. Box 2720
Boise, ID 83701
Attention: Christopher J. Beeson

Target: Dayton Hudson Corporation
Target Stores - Real Estate
Attn: Property Administration
33 S. Sixth Street
Minneapolis, MN 55402

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

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

For the purpose of this Agreement, 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 this section 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 this section, 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.

13.8 This Agreement may be executed in counterparts, each of which will be an original, but all of which, taken together, will constitute one and the same instrument.

14. Sale & Sale-Leaseback Purchaser.

14.1 Notwithstanding anything to the contrary contained in this Agreement, 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 Agreement and the Prime Lessor shall be relieved of any obligation for the performance of or liability for any of the terms, covenants, conditions or agreements set forth herein relating to either the Prime Lessee or its Parcel.

15. Severability.

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

16. Not a Partnership.

16.1 The provisions of this Agreement 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.

17. Captions and Headings.

17.1 The captions and headings in this Agreement 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.

18. Entire Agreement.

18.1 This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof.

The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

19. Construction.

19.1 In construing the provisions of this Agreement and whenever the context so requires, the use of a gender shall include both genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

20. Joint and Several Obligations.

20.1 In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

21. Recordation.

21.1 This Agreement shall be recorded in the office of the recorder of the county in which the Shopping Center is located.

22. Subordination.

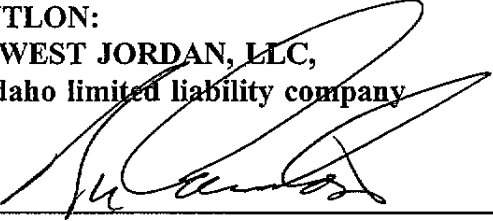
22.1 Albertson's and Cantlon do hereby covenant and agree that the Albertson's Lease (as amended from time to time) shall be subordinate to and is hereby subordinated to this Agreement.

EXECUTED as of the day and year first above written.

**ALBERTSON'S:
ALBERTSON'S, INC.,
a Delaware corporation**

**CANTLON:
CPI/WEST JORDAN, LLC,
an Idaho limited liability company**

BY: _____
William H. Arnold
Vice President, Real Estate Law

CB
BY:  _____
Roger Cantlon, Manager

**TARGET:
DAYTON HUDSON CORPORATION,
a Minnesota corporation**

BY: _____
Name: _____
Title: _____

EXECUTED as of the day and year first above written.

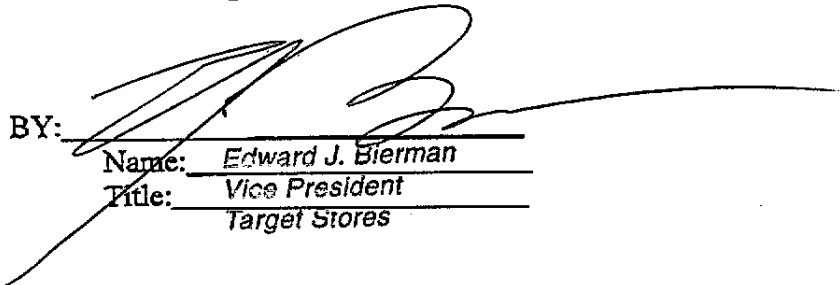
ALBERTSON'S:
ALBERTSON'S, INC.,
a Delaware corporation

CANTLON:
CPI/WEST JORDAN, LLC,
an Idaho limited liability company

BY: _____
William H. Arnold
Vice President, Real Estate Law

BY: _____
Roger Cantlon, Manager



TARGET:
DAYTON HUDSON CORPORATION,
a Minnesota corporation

BY:  _____
Name: Edward J. Bierman
Title: Vice President
Target Stores

EXECUTED as of the day and year first above written.

**ALBERTSON'S:
ALBERTSON'S, INC.,
a Delaware corporation**

**CANTLON:
CPI/WEST JORDAN, LLC,
an Idaho limited liability company**

BY:  BY: 
William H. Arnold Roger Cantlon, Manager
Vice President, Real Estate Law

**TARGET:
DAYTON HUDSON CORPORATION,
a Minnesota corporation**

BY: _____
Name: _____
Title: _____

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 199____, before me, _____, a Notary Public in and for said State, personally appeared William H. Arnold, known to me to be Vice President, Real Estate Law of **Albertson's, Inc.**, the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

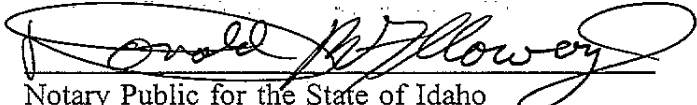
WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

Notary Public for the State of Idaho
Residing at _____
My Commission Expires _____

STATE OF IDAHO)
) ss.
County of Ada)

On this 30th day of June, 1998, before me, Donald R. Alloway, a Notary Public in and for said State, personally appeared Roger Cantlon, known or identified to me to be the Manager of the limited liability company of **CPI/West Jordan, LLC**, and the Manager who subscribed said company name to the foregoing instrument, and acknowledged to me that he executed the same in said company name.

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



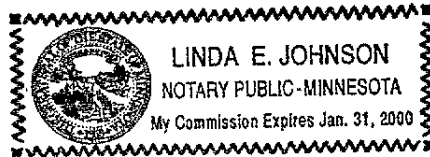
Notary Public for the State of Idaho
Residing at Boise
My Commission Expires 10/6/01

BK8027P61692

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

On this 30th day of June, 1998, before me, a Notary Public within and for said County, personally appeared Edward J. Bierman, to me personally known, who, being first by me duly sworn, did say that he is the Vice President of Target Stores, a division of Dayton Hudson Corporation, and a duly-authorized signatory of said corporation, and that the foregoing instrument was signed by him on behalf of said corporation by authority of its Board of Directors and Edward J. Bierman acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

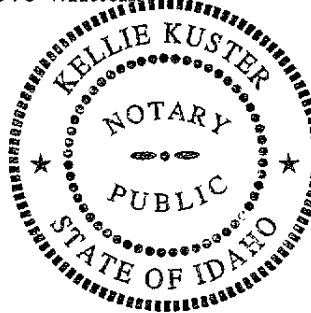


BK8027PG1693

STATE OF IDAHO)
) ss.
County of Ada)

On this 1st day of July, 1998, before me, Kellie Kuster
_____, a Notary Public in and for said State, personally appeared William H. Arnold,
known to me to be Vice President, Real Estate Law of **Albertson's, Inc.**, the corporation that
executed the within instrument or the person who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this
certificate first above written



Kellie Kuster

Notary Public for the State of Idaho
Residing at Boise, Idaho
My Commission Expires 10-12-2001

STATE OF IDAHO)
) ss.
County of Ada)

On this ____ day of _____, 199__, before me, _____
_____, a Notary Public in and for said State, personally appeared Roger Cantlon,
known or identified to me to be the Manager of the limited liability company of **CPI/West
Jordan, LLC**, and the Manager who subscribed said company name to the foregoing instrument,
and acknowledged to me that he executed the same in said company name.

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

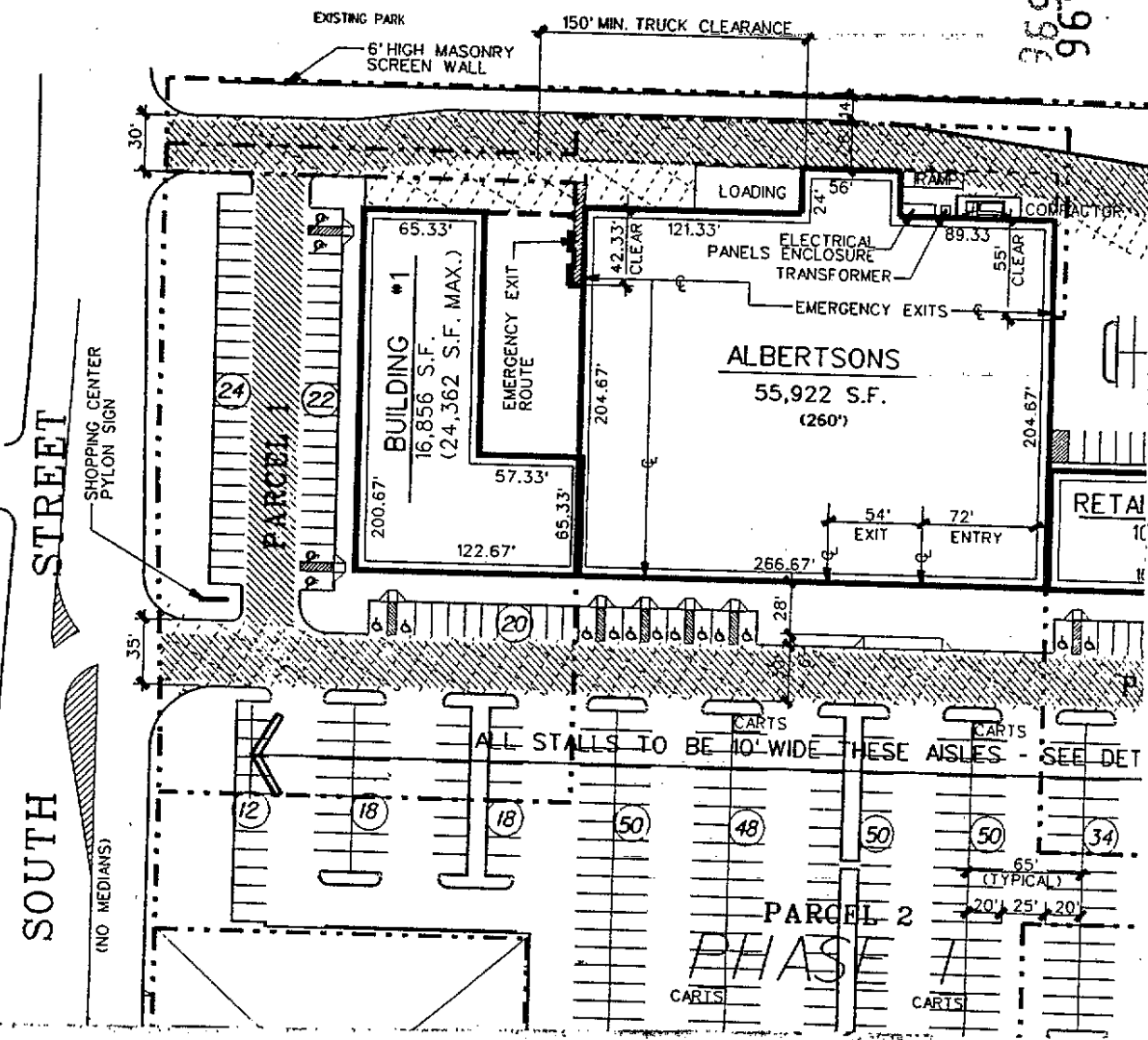
Notary Public for the State of Idaho
Residing at _____
My Commission Expires _____

BK8027PG16914

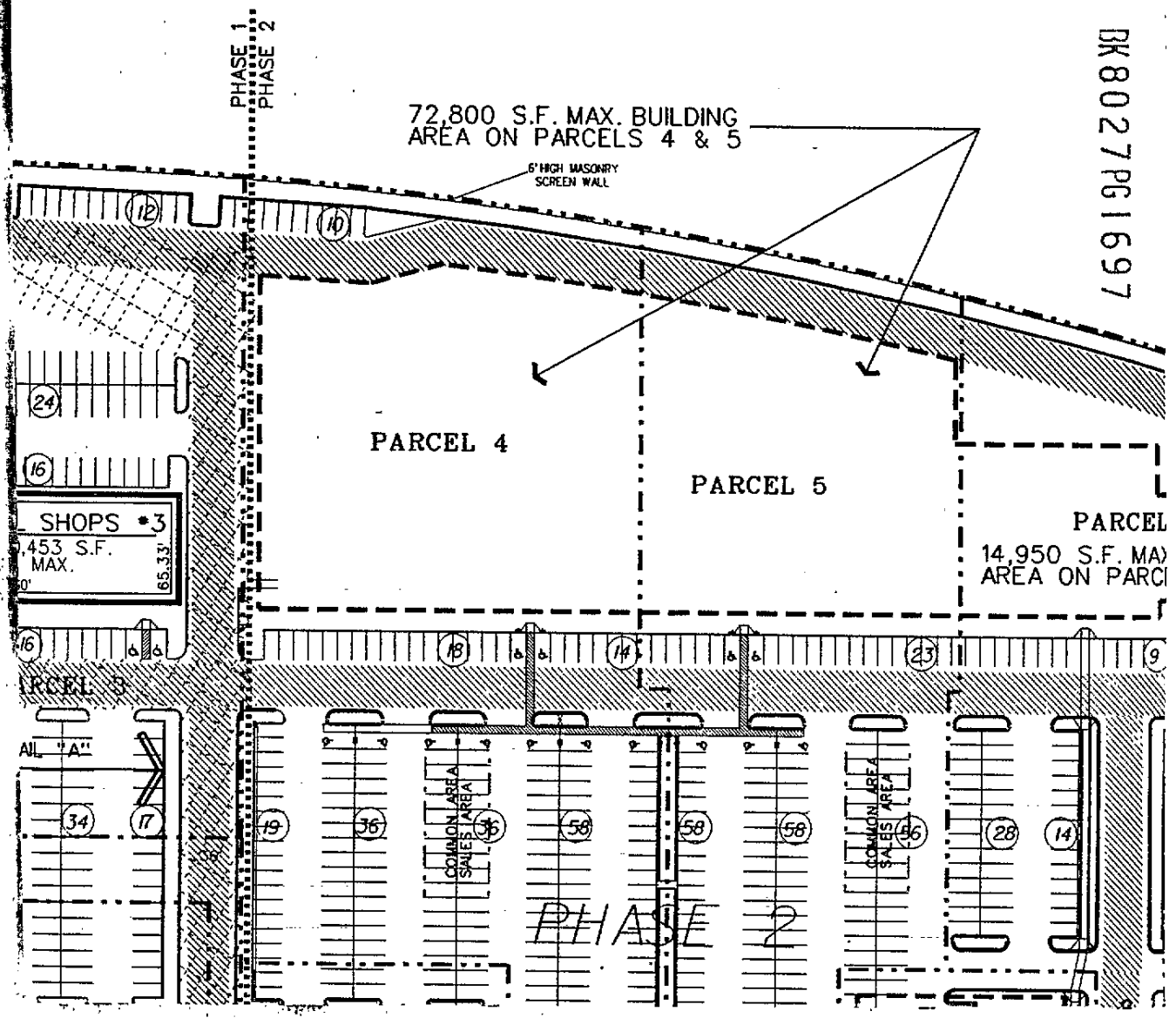
Exhibit A - Site Plan (Revised 6-29-98)

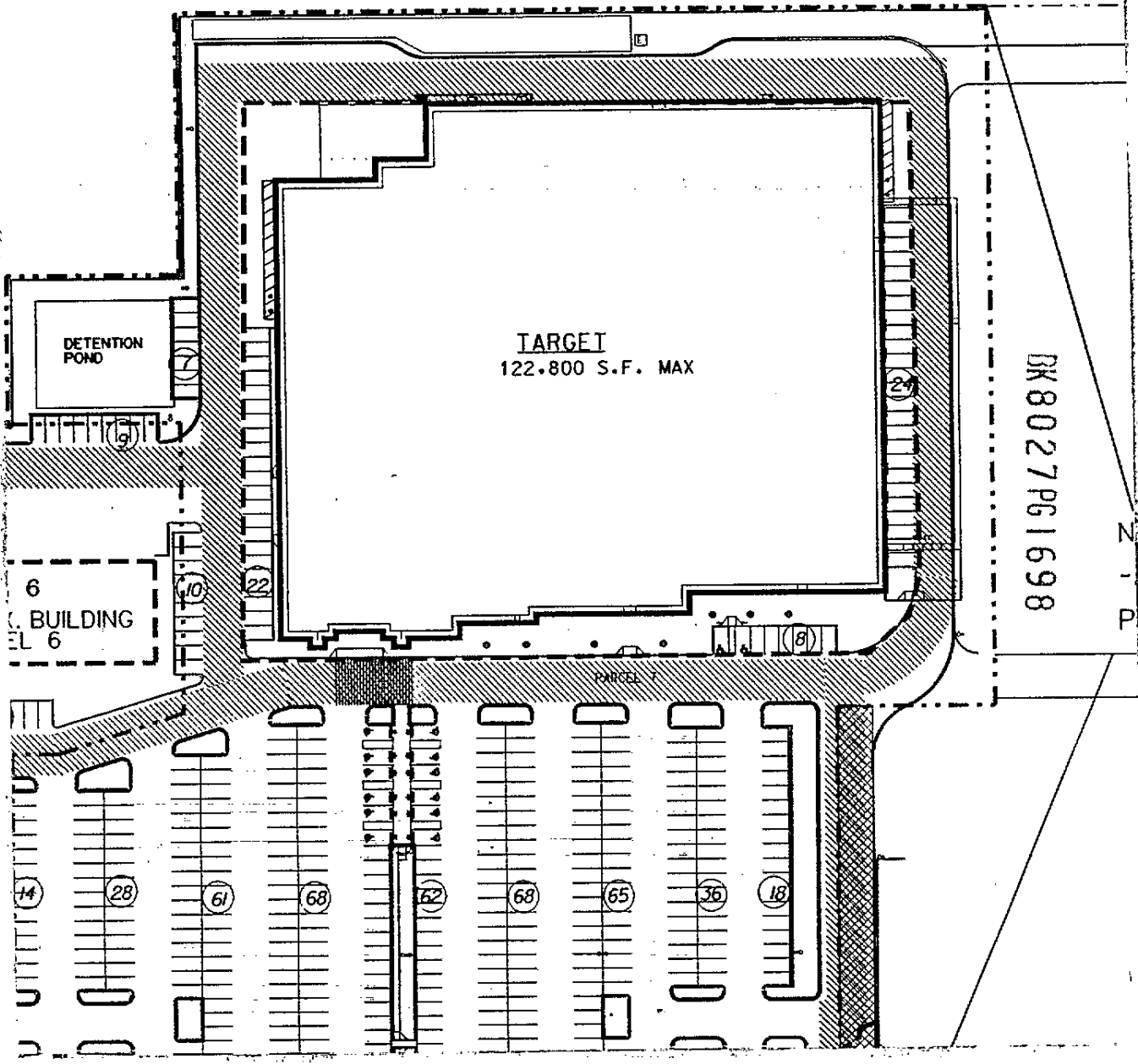
Schedule I - Legal Description, Shopping Center

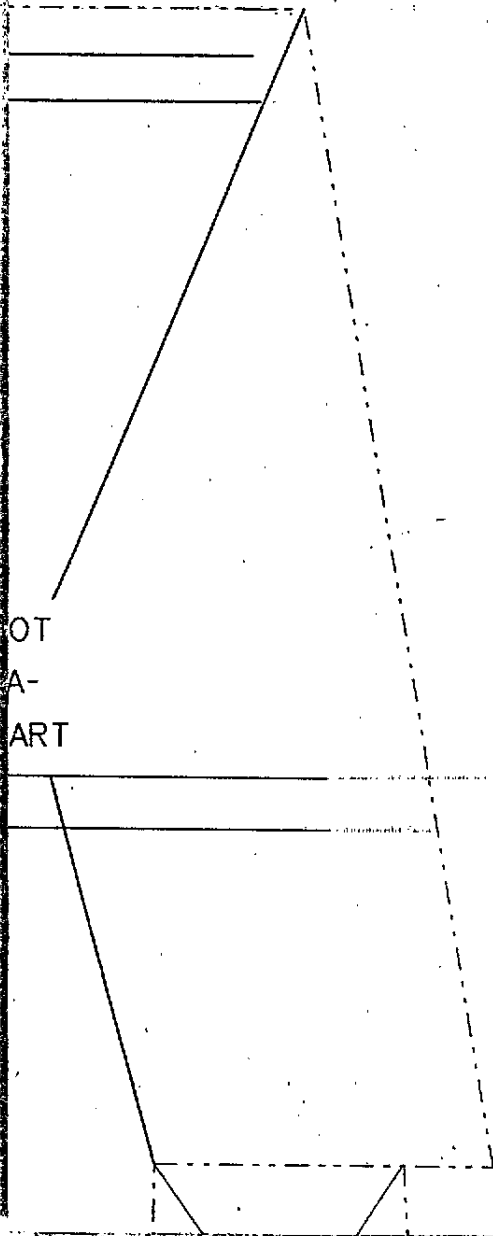
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1696



BK 8027 PG 1697



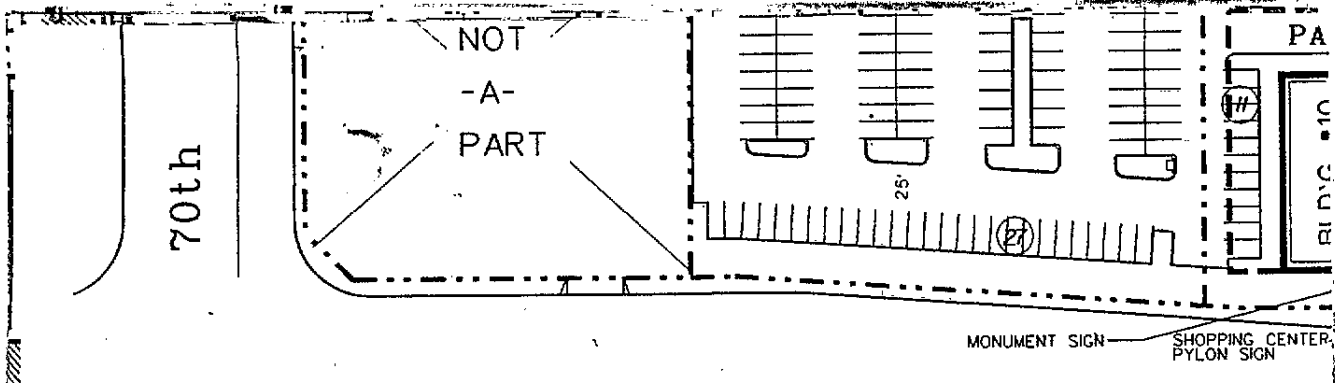




REVISIONS

	6-17-94	RTD.	CHANGED TO EXHIBIT "A"
<i>M.R.</i> <i>DRW.</i>	2-27-96	RAC.	REDRAWN PER NEW CONCEPT.
<i>M.R.</i> <i>DRW.</i>	4-23-97	RD	REV. G.B.A. PRK'G. C.CUTS, PARCELS
<i>M.R.</i> <i>DRW.</i>	10-15-97	CSD	REV. PARKING, BUILDING & PARCELS
<i>M.R.</i>	4-14-98	RAC	REV. BUILDING ENVEL. AT RETAIL 3 & PARCEL 2 BOUNDARY
<i>M.R.</i>	5-4-98	RAC	REV. PHASE 2 & 3 BUILDINGS & BNDRY
<i>M.R.</i>	6-29-98	RW/CSD	REV. PHASE 2 AND TARGET PARCEL. ADD PERM. ACCESS DR., REV. PARKING COUNTS

RK 8027PG 1699



EXIST. TRAFFIC SIGNAL

NEW RAISED MEDIAN

REDWOOD ROAD

MONUMENT SIGN SHOPPING CENTER PYLON SIGN

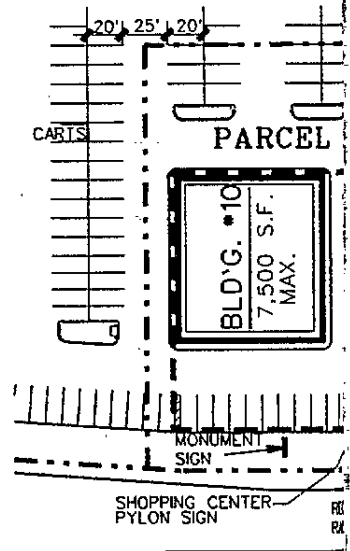
GENERAL NOTES

DRAWN WITH OUT BENEFIT OF SURVEY
NO TRUCK WELLS, NATURAL DOCK ONLY

BUILDING SETBACK REQUIREMENTS:
BY CITY REVIEW AND APPROVAL

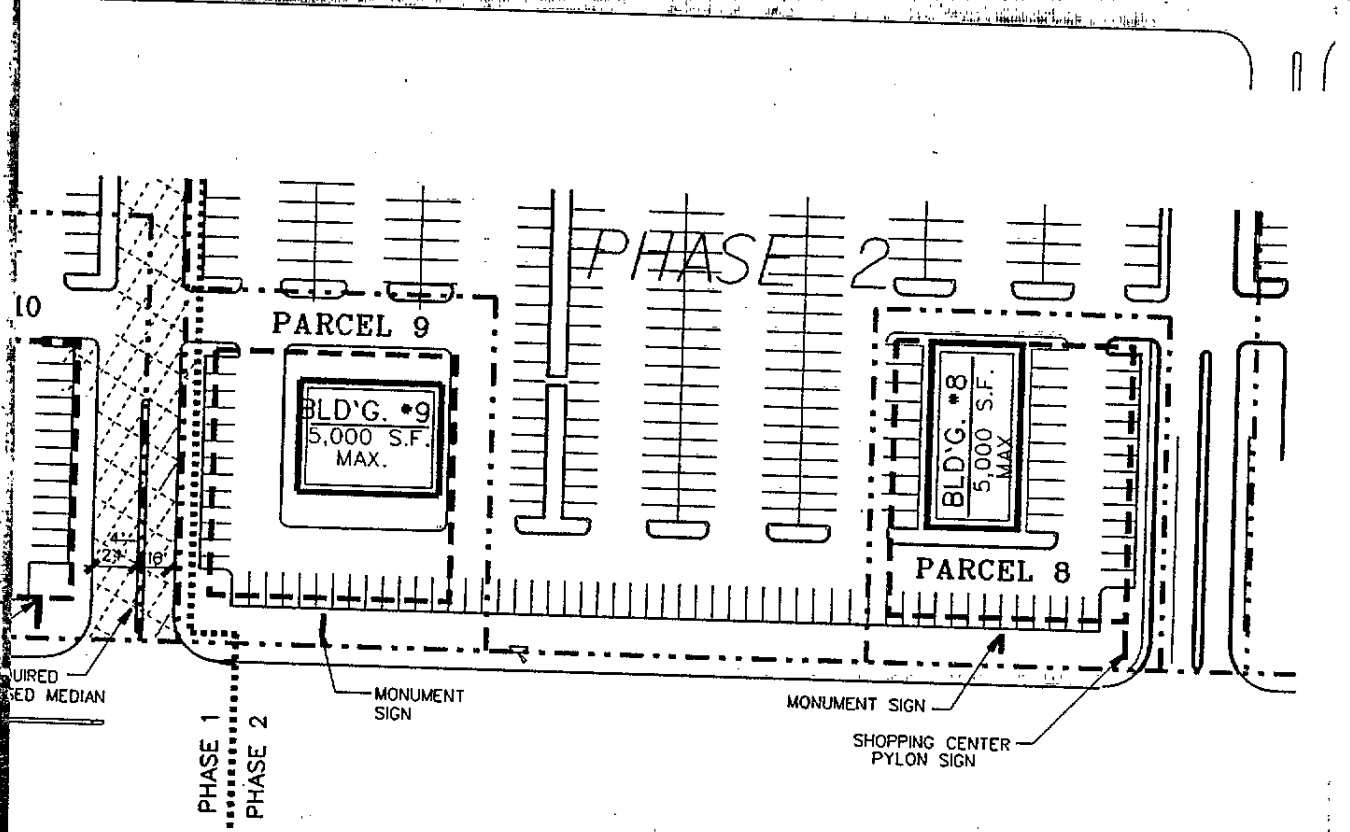
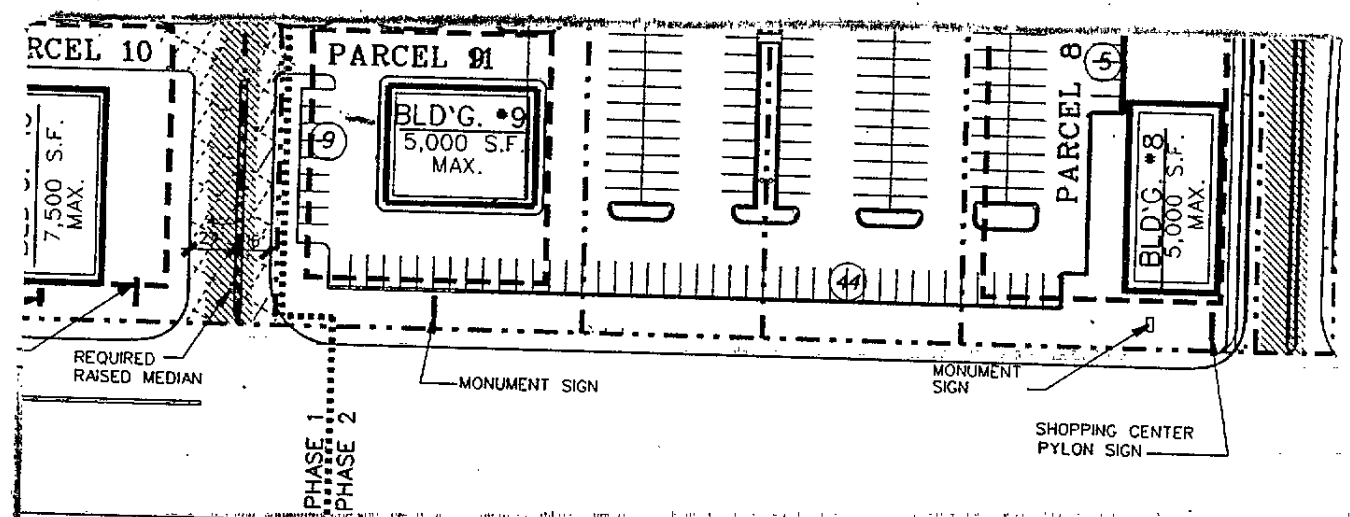
LANDSCAPE REQUIREMENTS:
BY CITY REVIEW AND APPROVAL

ZONING REQUIREMENTS:
EXISTING- COMMERCIAL
REQUIRED- COMMERCIAL



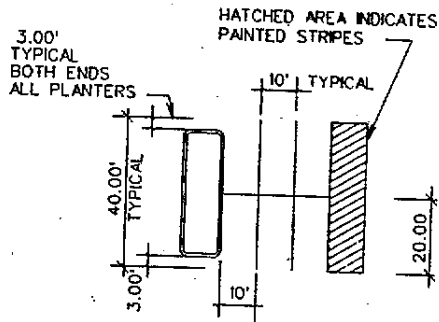
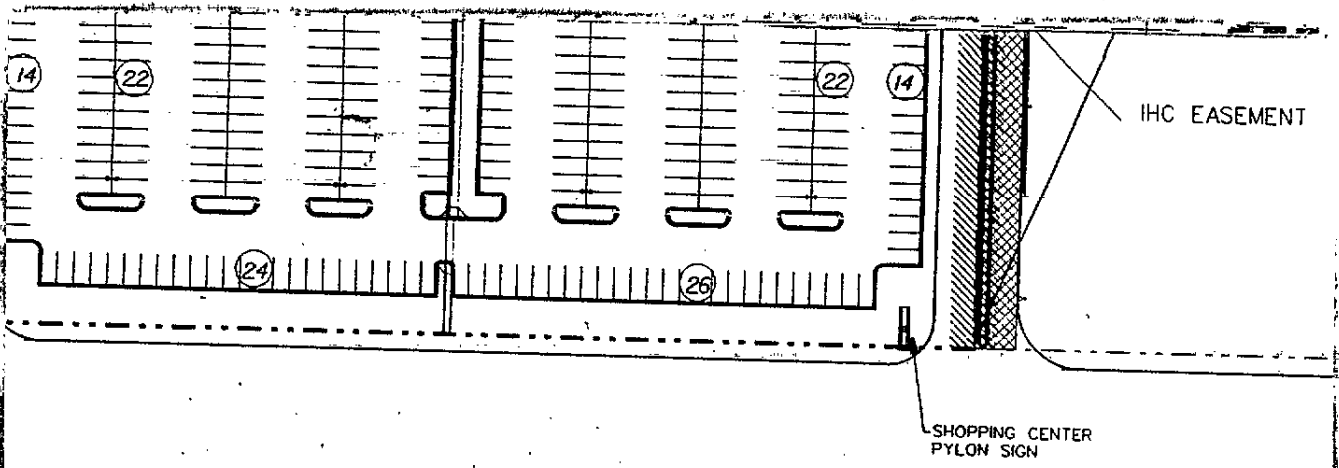
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OPTION

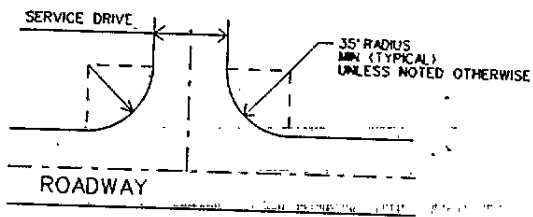


AL PAD LAYOUTS

BK8027PG1701



(A) PARKING DETAIL
1"=50'-0"



(B) CURB CUT DETAIL
1"=100'-0"

LEGEND

- PROPERTY LINE / PARCEL LINE
- EXPANSION LIMIT LINE
- BUILDING AREA
- HEAVY DUTY ASPHALT
- PHASE LINE
- BUILDING ENVELOPE LINE
- PERMANENT ACCESS DRIVE

BK8027PG1702

NOT
-A-
PART
(EXISTING)
CARWASH



SCALE : 1" = 100'

EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA	311,281 S.F.
TOTAL CARPARKS REQUIRED	1557
TOTAL CARPARKS PROVIDED	1626 (+69)
TOTAL SITE AREA	1,260,101 S.F. +/- (28.93 AC. +/-)

DK8027PG1703

APPROVED BY:		DATE:
CHAIRMAN	SIGNED	6-17-94
PRESIDENT	SIGNED	6-17-94
EXEC. V.P./SD	SIGNED	6-17-94
SR. V.P./REG.	SIGNED	6-17-94
V.P./RE	SIGNED	6-17-94
V.P./ARCH.-ENG.	SIGNED	6-17-94



Albertsons
DESIGN & CONSTRUCTION
250 PARKCENTER BLVD.
BOISE, IDAHO 83726
(208)385-6200

PROJECT
N.W.C.
70th SOUTH
STREET
&
REDWOOD
ROAD

W. JORDAN, UT

STORE NO.
385

DRAWN R.D.	CHECKED R.A.C.
DATE 4-22-'94	

SHEET TITLE
EXHIBIT "A"
SITE PLAN

SHEET
1
OF 1
385jor.dgn

SCHEDULE I

WEST JORDAN TOWN CENTER

SHOPPING CENTER DESCRIPTION

LOTS 1 through 7 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Shopping Center Boundary:

BEGINNING on the new West line of Redwood Road at a point that is $S0^{\circ}01'25''E$ along the quarter-section line (basis of bearing) 247.50 feet and $N89^{\circ}54'29''W$ 71.50 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence $N89^{\circ}54'29''W$ 192.50 feet; thence $S0^{\circ}01'25''E$ 202.40 feet to a point on the new North line of 7000 South Street; thence along said North line of street $N89^{\circ}54'29''W$ 107.48 feet, $S87^{\circ}58'15''W$ 137.79 feet and $N89^{\circ}54'29''W$ 222.00 feet to a point on the Southerly extension of the East line of Heatherwood Subdivision Phase II, according to the official plat thereof; thence along said extension and said East line of subdivision $N0^{\circ}01'13''W$ (subdivision plat = North) 486.50 feet; thence Northeasterly 751.27 feet along said subdivision line and the arc of a 2915.00 foot radius curve to the right through a central angle of $14^{\circ}46'00''$ (chord bears $N7^{\circ}21'47''E$ 749.20 feet); thence along said subdivision line $N14^{\circ}44'47''E$ (subdivision plat = $N14^{\circ}46'E$) 52.70 feet to the Northeast corner of said subdivision; thence along the North line of said subdivision $S89^{\circ}52'47''W$ (subdivision plat = $N89^{\circ}54'W$) 92.26 feet; thence $N0^{\circ}01'56''W$ 110.00 feet; thence $S89^{\circ}52'47''W$ 165.00 feet; thence $N0^{\circ}01'56''W$ 526.39 feet to the South line of the IHC property; thence along said property line $N89^{\circ}58'35''E$ 440.19 feet, $S0^{\circ}01'25''E$ 101.33 feet and $N89^{\circ}58'35''E$ 385.56 feet to said West line of Redwood Road at a point that is $N0^{\circ}01'25''W$ along the quarter-section line 1856.54 feet $S89^{\circ}58'35''W$ 53.00 feet from said South Quarter corner of Section 22; thence along said West line of street $S0^{\circ}01'25''E$ 1307.26 feet, $S3^{\circ}47'26''W$ 278.12 feet and $S0^{\circ}01'25''E$ 24.14 feet to the point of beginning. Contains 28.9279 acres.

OK
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6/24/98

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SCHEDULE I

WEST JORDAN TOWN CENTER

PARCEL 1

LOT 1 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Parcel 1:

BEGINNING on the new North line of 7000 South Street at a point that is N89°54'29"W along the section line 731.18 feet and N0°01'13"W 40.00 feet and S89°54'29"E along said North line of street 50.19 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian, from which Quarter corner the County monument at the center of said Section 22 bears N0°01'25"W (basis of bearing); thence along said North line of street S89°54'29"E 171.81 feet and N87°58'15"E 137.79 feet and S89°54'29"E 31.65 feet; thence N0°01'25"W 225.49 feet; thence S89°58'35"W 285.67 feet; thence S0°01'25"E 6.87 feet; thence S89°58'35"W 55.49 feet; thence S0°01'25"E 223.03 feet to the point of beginning. Contains 1.7827 acres.

OK
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6/24/98

BK8027Pg1705

SCHEDULE I

WEST JORDAN TOWN CENTER

PARCEL 2

LOT 2 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Parcel 2:

BEGINNING on the new West line of Redwood Road at a point that is $N0^{\circ}01'25''W$ along the quarter-section line 247.50 feet and $N89^{\circ}54'29''W$ 71.50 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence $N89^{\circ}54'29''W$ 192.50 feet; thence $S0^{\circ}01'25''E$ 202.40 feet to a point on the new North line of 7000 South Street; thence along said North line of street $N89^{\circ}54'29''W$ 75.83 feet; thence $N0^{\circ}01'25''W$ 225.49 feet; thence $S89^{\circ}58'35''W$ 285.67 feet; thence $S0^{\circ}01'25''E$ 6.87 feet; thence $S89^{\circ}58'35''W$ 55.49 feet; thence $S0^{\circ}01'25''E$ 223.03 feet to a point on said North line of 7000 South Street; thence along said North line of street $N89^{\circ}54'29''W$ 15.00 feet; thence $N0^{\circ}01'25''W$ 223.00 feet; thence $S89^{\circ}58'35''W$ 20.50 feet; thence $N0^{\circ}01'25''W$ 280.67 feet; thence $N89^{\circ}58'35''E$ 102.32 feet; thence $S0^{\circ}01'25''E$ 6.87 feet; thence $N89^{\circ}58'35''E$ 294.34 feet; thence $N0^{\circ}01'25''W$ 200.32 feet; thence $N89^{\circ}58'35''E$ 266.83 feet to a point on said West line of Redwood Road; thence along said West line of street $S0^{\circ}01'25''E$ 20.00 feet; thence $S89^{\circ}58'35''W$ 226.83 feet; thence $S0^{\circ}01'25''E$ 188.93 feet; thence $N89^{\circ}58'35''E$ 225.52 feet to a point on said West line of Redwood Road; thence along said West line of street $S3^{\circ}47'26''W$ 258.38 feet and $S0^{\circ}01'25''E$ 24.14 feet to the point of beginning. Contains 4.8537 acres.

ok
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6/24/98

DK8027PG1706

SCHEDULE I

WEST JORDAN TOWN CENTER

PARCEL 3

A portion of LOT 5 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Parcel 3:

BEGINNING at a point that is $N0^{\circ}01'25''W$ along the quarter-section line 738.52 feet and $S89^{\circ}58'35''W$ 319.83 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence $S0^{\circ}01'25''E$ 200.32 feet; thence $S89^{\circ}58'35''W$ 294.34 feet; thence $N0^{\circ}01'25''W$ 6.87 feet; thence $S89^{\circ}58'35''W$ 102.32 feet; thence $S0^{\circ}01'25''E$ 280.67 feet; thence $N89^{\circ}58'35''E$ 20.50 feet; thence $S0^{\circ}01'25''E$ 223.00 feet to a point on the North line of 7000 South Street; thence along said North line of street $N89^{\circ}54'29''W$ 35.19 feet to a point of the Southerly extension of the East line of Heatherwood Subdivision Phase II, according to the official plat thereof; thence along said extension and said East line of subdivision $N0^{\circ}01'13''W$ 486.50 feet; thence Northeasterly 210.73 feet along said subdivision line and the arc of a 2915.00 foot radius curve to the right through a central angle of $4^{\circ}08'31''$ (chord bears $N2^{\circ}03'03''E$ 210.68 feet); thence $N89^{\circ}58'35''E$ 403.69 feet to the point of beginning. Contains 93,017 square feet or 2.1354 acres.

OK
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6/24/98

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SCHEDULE I

WEST JORDAN TOWN CENTER

PARCEL 4

A portion of LOT 5 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Parcel 4:

BEGINNING at a point that is $N0^{\circ}01'25''W$ along the quarter-section line 738.52 feet and $S89^{\circ}58'35''W$ 243.06 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence $S89^{\circ}58'35''W$ 480.46 feet to a point on the East line of Heatherwood Subdivision Phase II, according to the official plat thereof; thence Northeasterly 249.61 feet along said subdivision line and the arc of a 2915.00 foot radius curve to the right through a central angle of $4^{\circ}54'22''$ (chord bears $N6^{\circ}34'29''E$ 249.53 feet); thence $N89^{\circ}58'35''E$ 281.84 feet; thence $N0^{\circ}01'25''W$ 17.93 feet; thence $N89^{\circ}58'35''E$ 360.01 feet to a point on the West line of Redwood Road; thence along said West line of street $S0^{\circ}01'25''E$ 99.38 feet; thence $S89^{\circ}58'35''W$ 190.06 feet; thence $S0^{\circ}01'25''E$ 166.43 feet to the point of beginning. Contains 137,924 square feet or 3.1663 acres.

OK
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6/24/98

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SCHEDULE I

WEST JORDAN TOWN CENTER

PARCEL 5

A portion of LOT 5 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Parcel 5:

BEGINNING on the West line of Redwood Road at a point that is $N0^{\circ}01'25''W$ along the quarter-section line 1111.68 feet and $S89^{\circ}58'35''W$ 53.00 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence $S89^{\circ}58'35''W$ 190.06 feet; thence $N0^{\circ}01'25''W$ 68.14 feet; thence $S89^{\circ}58'35''W$ 169.95 feet; thence $N0^{\circ}01'25''W$ 7.07 feet; thence $S89^{\circ}58'35''W$ 242.65 feet to a point on the East line of Heatherwood Subdivision Phase II, according to the official plat thereof; thence Southwesterly 204.33 feet along said subdivision line and the arc of a 2915.00 foot radius curve to the right through a central angle of $4^{\circ}00'58''$ (chord bears $N11^{\circ}02'10''E$ 204.29 feet); thence $N89^{\circ}58'35''E$ 281.84 feet; thence $N0^{\circ}01'25''W$ 17.93 feet; thence $N89^{\circ}58'35''E$ 360.01 feet to a point on said West line of Redwood Road; thence along said West line of street $N0^{\circ}01'25''W$ 107.35 feet to the point of beginning. Contains 103,051 square feet or 2.3657 acres.

OK
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6/24/98

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SCHEDULE I

WEST JORDAN TOWN CENTER

PARCEL 6

A portion of LOT 5 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Parcel 6:

BEGINNING on the West line of Redwood Road at a point that is $N0^{\circ}01'25''W$ along the quarter-section line 1321.91 feet and $S89^{\circ}58'35''W$ 53.00 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian: thence along said West line of street $S0^{\circ}01'25''E$ 48.77 feet; thence $S89^{\circ}58'35''W$ 190.06 feet; thence $S0^{\circ}01'25''E$ 93.32 feet; thence $S89^{\circ}58'35''W$ 169.95 feet; thence $N0^{\circ}01'25''W$ 7.07 feet; thence $S89^{\circ}58'35''W$ 242.65 feet to a point on the East line of Heatherwood Subdivision Phase II, according to the official plat thereof; thence Northeasterly 86.61 feet along said subdivision line and the arc of a 2915.00 foot radius curve to the right through a central angle of $1^{\circ}42'08''$ (chord bears $N13^{\circ}53'43''E$ 86.60 feet); thence along said subdivision line $N14^{\circ}44'47''E$ 52.70 feet to the Northeast corner of said subdivision; thence $N0^{\circ}01'25''W$ 110.00 feet; thence $N89^{\circ}58'35''E$ 184.00 feet; thence $S17^{\circ}22'40''E$ 83.82 feet; thence $S0^{\circ}01'25''E$ 30.00 feet; thence $N89^{\circ}58'35''E$ 359.40 feet to the point of beginning. Contains 85,909 square feet or 1.9722 acre.

OK
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6/24/98

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SCHEDULE I
WEST JORDAN TOWN CENTER
PARCEL 7

LOT 7 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Parcel 7:

BEGINNING on the new West line of Redwood Road at a point that is $N0^{\circ}01'25''W$ along the quarter-section line 1856.54 feet and $S89^{\circ}58'35''W$ 53.00 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence along said West line of street $S0^{\circ}01'25''E$ 534.63 feet; thence $S89^{\circ}58'35''W$ 359.40 feet; thence $N0^{\circ}01'25''W$ 30.00 feet; thence $N17^{\circ}22'40''W$ 83.82 feet; thence $S89^{\circ}58'35''W$ 184.00 feet; thence $S0^{\circ}01'25''E$ 110.00 feet to the Northeast corner of Heatherwood Subdivision Phase II, according to the official plat thereof; thence along the North line of said subdivision $S89^{\circ}52'47''W$ 92.26 feet; thence $N0^{\circ}01'56''W$ 110.00 feet; thence $S89^{\circ}52'47''W$ 165.00 feet; thence $N0^{\circ}01'56''W$ 526.39 feet; thence $N89^{\circ}58'35''E$ 440.19 feet; thence $S0^{\circ}01'25''E$ 101.33 feet; thence $N89^{\circ}58'35''E$ 385.56 feet to the point of beginning. Contains 10.2378 acres or 445,957 sq. ft. (gross & net).

ok
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6/24/98

BK8027PG1711

SCHEDULE I
WEST JORDAN TOWN CENTER
PARCEL 8

LOT 6 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Parcel 8:

BEGINNING on the new West line of Redwood Road at a point that is $N0^{\circ}01'25''W$ along the quarter-section line 1111.68 feet and $S89^{\circ}58'35''W$ 53.00 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence along said West line of street $N0^{\circ}01'25''W$ 161.46 feet; thence $S89^{\circ}58'35''W$ 190.06 feet; thence $S0^{\circ}01'25''E$ 161.46 feet; thence $N89^{\circ}58'35''E$ 190.06 feet to the point of beginning. Contains 0.7045 acre.

ok
RC
6/24/98

BK8027PG1712

SCHEDULE I

WEST JORDAN TOWN CENTER

PARCEL 9

LOT 4 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Parcel 9:

BEGINNING on the new West line of Redwood Road at a point that is $N0^{\circ}01'25''W$ along the quarter-section line 738.52 feet and $S89^{\circ}58'35''W$ 53.00 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence $S89^{\circ}58'35''W$ 190.06 feet; thence $N0^{\circ}01'25''W$ 166.43 feet; thence $N89^{\circ}58'35''E$ 190.06 feet to a point on said West line of Redwood Road; thence along said West line of street $S0^{\circ}01'25''E$ 166.43 feet to the point of beginning. Contains 0.7262 acre.

ok
RC
6/29/98

BK8027PG1713

SCHEDULE I

WEST JORDAN TOWN CENTER

PARCEL 10

LOT 3 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Parcel 10:

BEGINNING on the new West line of Redwood Road at a point that is $N0^{\circ}01'25''W$ along the quarter-section line 718.52 feet and $S89^{\circ}58'35''W$ 53.00 feet form the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence $S89^{\circ}58'35''W$ 226.83 feet; thence $S0^{\circ}01'25''E$ 188.93 feet; thence $N89^{\circ}58'35''E$ 225.52 feet to a point on said West line of Redwood Road; thence along said West line of street $N3^{\circ}47'26''E$ 19.73 feet and $N0^{\circ}01'25''W$ 169.24 feet to the point of beginning. Contains 0.9835 acre.

ok
PC
6/24/98

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