

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Intermountain Farmers Association
1147 West 2100 South
Salt Lake City, Utah 84130

Green Isle Development Company
Attn: P.C. Holland
P.O. Box 8039
Rowland Heights, CA 91748

8754042
07/31/2003 12:57 PM 55.00
Book - 8853 Ps - 3038-3057
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
HOLME ROBERTS & OWEN
299 S MAIN ST STE 1800
SLC UT 84111
BY: ZJM, DEPUTY - WI 20 P.

GRANT OF EASEMENTS
AND RESTRICTIVE COVENANTS

by and among

INTERMOUNTAIN FARMERS ASSOCIATION,
COUNTRY ESTATE PROPERTY HOLDINGS, L.C.,
ALBERTSON'S, INC.

and

GREEN ISLE DEVELOPMENT COMPANY

GRANT OF EASEMENTS AND RESTRICTIVE COVENANTS

THIS GRANT OF EASEMENTS AND RESTRICTIVE COVENANTS (this "**Agreement**") is made as of the 31st day of March, 2003, by and among INTERMOUNTAIN FARMERS ASSOCIATION, a Utah corporation ("**IFA**"), COUNTRY ESTATE PROPERTY HOLDINGS, L.C., a Utah limited liability company ("**Country Estate**"), ALBERTSON'S, INC., a Delaware corporation ("**Albertson's**") and GREEN ISLE DEVELOPMENT COMPANY, a California general partnership ("**Green Isle**").

RECITALS

WHEREAS, IFA is, or will be at the time of recordation of this Agreement, the Owner of a portion of that certain real property located at 1950 West 12600 South, City of Riverton, County of Salt Lake, State of Utah, as shown on the Site Plan attached hereto as Exhibit A-1 (the "**Site Plan of the IFA Shopping Center**") which real property is hereinafter referred to as the "**IFA Shopping Center**" and more particularly described on Exhibit B-1; and

WHEREAS, Country Estate is, or will be at the time of recordation of this Agreement, the Owner of Lot 3 of the IFA Shopping Center; and

WHEREAS, Green Isle is, or will be at the time of recordation of this Agreement, the Owner of Riverton Plaza Shopping Center, that certain real property located at 1700 - 1806 West 12600 South, City of Riverton, County of Salt Lake, State of Utah, as shown on the Site Plan attached hereto as Exhibit A-2 (the "**Site Plan of the Riverton Plaza Shopping Center**") which real property is hereinafter referred to as the "**Riverton Plaza Shopping Center**" and more particularly described on Exhibit B-2; and

WHEREAS, Green Isle and Albertson's are parties to that certain Amended and Restated Lease dated April 29, 1997, wherein Albertson's has a leasehold interest to Parcel 2 of Riverton Plaza Shopping Center; and

WHEREAS, the Utah Department of Transportation ("**UDOT**") is proposing the widening of 12600 South Street which will include (i) a center median having left turn breaks at 1830 West Street and Doreen Drive, and (ii) widening of the 1830 West Street entrance into the Shopping Centers to accommodate the potential installation of a traffic signal; and

WHEREAS, to accommodate a larger central access of at least three (3) lanes to the IFA Shopping Center and the Riverton Plaza Shopping Center at 1830 West Street, each Owner does hereby establish easements (the "**Easements**") and restrictions (the "**Restrictions**") as are hereinafter set forth; and

WHEREAS, each of the Easements and Restrictions (i) are imposed upon each Parcel as a mutual equitable servitude in favor of the other Parcels, (ii) shall create reciprocal rights and obligations between and among the Owners (as defined below); and (iii) shall create a privity of contract and estate between and among the Owners and their heirs, successors and assigns; and

WHEREAS, each of the Easements and Restrictions are intended to and shall run with the land, and each Parcel is affected and burdened by the covenants of its Owner for the benefit of the other Parcels.

NOW, THEREFORE, in consideration of the foregoing, and the covenants and agreements set forth herein, the parties agree as follows:

I. PRELIMINARY.

1. Incorporation. The above Recitals are incorporated herein and made a part hereof.

2. Definitions. The following terms shall have the definitions ascribed to them below:

a. Common Area. All real property within the Shopping Centers upon which buildings, including associated drive-throughs are not from time to time located or in the process of construction.

b. IFA Parcel. Lot 7 within the IFA Shopping Center.

c. Albertson's Parcel. That certain real property shown as Parcel 2 of the Riverton Plaza Shopping Center on Exhibit A-2 attached hereto and incorporated herein.

d. Primary Owners. The fee owner(s) of the IFA Parcel, the fee owner(s) of the entire Riverton Plaza Shopping Center, and Albertson's (so long as it has a leasehold or other interest in the Albertson's parcel) and their respective assigns, grantees, and successors in interest.

e. Parcels. The Shopping Centers are subdivided into multiple parcels, lots or pads as shown on the Site Plans. Where referred to herein by letter or number, such designation shall correspond to the parcel or pad designations on the Site Plans.

f. Owner. The fee owner of any Parcel in the Shopping Center.

g. Shopping Centers. The IFA Shopping Center and the Riverton Plaza Shopping Center.

h. Riverton Plaza Shopping Center. That certain real property shown on Exhibit A-2 and more particularly described on Exhibit B-2, attached hereto and incorporated herein.

i. IFA Shopping Center. That certain real property shown on Exhibit A-1 and more particularly described on B-1, attached hereto and incorporated herein.

II. CONDITION PRECEDENT.

This Agreement is conditioned upon UDOT, at its cost, widening the 1830 West Street entrance into the Shopping Centers to at least three (3) lanes (“**1830 West Street Access**”) to provide for full traffic movement (minimum of three lanes) for the Shopping Centers as shown on Exhibit A. This Agreement shall become effective upon completion of the 1830 West Street Access. In the event UDOT does not construct the 1830 West Street Access, this Agreement shall be null and void and of no further force or effect upon the parties.

III. EASEMENTS.

1. Ingress and Egress. Each Owner, as grantor with respect to its Parcel, hereby grants to each other Owner, as grantee, for the benefit of each other Owner, and for the use of the Owners and their respective tenants, employees, agents, customers and invitees of such tenants, and for the benefit of the Parcels owned by such grantee and as a burden on the grantor’s Parcel, a non-exclusive easement appurtenant to each grantee’s parcel for the purpose of ingress and egress by vehicular and pedestrian traffic over, across and through the common area within grantor’s Parcel. Each Owner further agrees not to prevent or impede east/west access across the Shopping Centers between Doreen Road and Redwood Road as shown on Exhibit “A”. This shall include one parking area drive aisle running east/west in the general vicinity of the drive aisle as shown on Exhibit “A” which runs directly in front of the main building in the Shopping Centers (“**Main Shopping Centers Drive**”). There shall at all times be at least one drive aisle in each Shopping Center which connects the Main Shopping Centers Drive to an entrance drive on 12600 South Street. The foregoing shall not create any rights in any parties other than the Owners. Such easement shall not limit or otherwise restrict any other activities that such Owners, or their tenants, may conduct from time to time within the Common Area located on such Owners’ Parcels. Except as provided in Section XII of this Agreement, the Easements granted and conveyed pursuant to this Agreement are subject to any and all encumbrances, easements, rights of way, and other title defects or exceptions of any type or nature existing as of the date of this Agreement.

2. Entrance Drives. Except as provided for herein, each Owner agrees that it will not alter the entrance drive on their respective Parcels permitting ingress and egress to the Shopping Centers from Doreen Road, Redwood Road and 12600 South without the prior written consent of the Primary Owners, which consent shall not be unreasonably withheld or delayed.

3. Continuity and Use of Easements. Subject to Section X of this Agreement, the easements shall be appurtenant to and run with the respective Parcels. The easements shall be freely transferable, but only in connection with the transfer of, and to the transferee of, a benefited Parcel. The intensity of use under each easement may be reasonably increased to accommodate the development of the Parcel benefited thereby, but only to the extent of normal, commercial operations on each Parcel. If an Owner, its agents or persons performing services for such Owner, causes or is responsible for any damage to an easement, other than normal wear and tear, such Owner shall pay all costs of repairing such damage.

IV. RESTRICTIONS

1. General Use. The types of uses permitted in the Shopping Centers shall be of a retail and/or commercial nature found in first class Shopping Centers of a similar size in the metropolitan marketing area in which the Shopping Centers are located. All uses which exist in the Riverton Shopping Center at the date of this Agreement are hereby accepted for purposes of this Agreement.

2. IFA Parcel. Without the prior written consent of the Owner of the IFA Parcel, which consent may be granted or denied in its sole, subjective discretion, no Parcel (nor any part thereof) in the Shopping Centers, other than the IFA Parcel, shall be used for the sale of any of the following: (1) pet supplies (provided this shall not prohibit the operation of pet shops and the incidental sale of pet supplies in connection with such operation and in connection with the operation of full-service grocery store); (2) agriculture supplies; (3) feed; (4) home and garden supplies, if such sale of home and garden supplies is from any store or department in which more than 2,500 square feet of floor area, including aisle space and storage, is primarily devoted to the retail sale of home and garden supplies; (5) fencing, livestock equipment or horse tack; or (6) work or western wear clothing, if such sale of work or western wear clothing is from any store or department in which more than 2,500 square feet of floor area, including aisle space and storage, is primarily devoted to the retail sale of work or western wear clothing. Notwithstanding the preceding restrictions, nothing contained herein shall prohibit the incidental sales of such items in connection with the operation of a full-service supermarket on the Albertson's Parcel.

3. Albertson's Parcel. No part of the Shopping Centers, other than Albertson's Parcel, shall be used as a supermarket (which shall be defined as any store or department containing at least 2,000 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 off-premises consumption; or for the sale or offer for sale of any ethical pharmaceutical products for human use requiring the services of a registered pharmacist. No buildings located in the IFA Shopping Center within 300 feet of the common Shopping Center property line shall have operations primarily devoted to office use (including educational facilities) larger than 3,000 square feet. None of the buildings located in the IFA Shopping Center within 200 feet of the common shopping Center property line shall have public entrance doors facing east. Any building located in the Shopping Centers within 300 feet of the common Shopping Center property line shall not be used as a "theme restaurant" (a theme restaurant being defined as one which serves alcohol, such as TGIFriday's or Chili's). This restriction shall not apply to family restaurants or fast food restaurants (such as IHOP, Wendy's, or McDonald's).

4. Shopping Center Restrictions. In addition, none of the following uses shall be conducted in any part of the Shopping Centers at any time without the prior written consent of the Primary Owners, which consent may be granted or denied in their sole, subjective discretion.

- a. Funeral homes.

b. Any production, manufacturing, industrial, or storage use of any kind or nature, except for storage and/or production of products incidental to the retail sale thereof from the Shopping Centers.

c. Entertainment or recreational facilities. As used herein, "entertainment of recreational facilities" includes, but is not limited to, a bowling alley, skating rink, electronic or mechanical games arcade (except as an incidental use to a retail or commercial business, in which case such use shall be restricted to less than five percent (5%) of the floor area occupied by such business), theater, billiard room or pool hall, health spa or studio or fitness center, massage parlor, discotheque, dance hall, banquet hall, night club, bar or tavern, "head shop", pornographic or "adult" store, racquetball courts or gymnasium or other place of public amusement.

d. As a hotel, motel, warehouse, animal kennel, mobile home park or trailer court; for the storing, renting, leasing or selling of or displaying for the purpose of storing, renting, leasing or selling of any automobiles, recreational vehicles, boats, trailers, or other large machinery; or for industrial purposes; or for any bankruptcy sales or going out of business sales.

e. Any use which creates a nuisance or materially increases noise or the emission of dust, odor, smoke, gases, or materially increases fire, explosion or radioactive hazards in the Shopping Centers. No Owner or occupant shall use or permit the use, handling, generation, storage, release, disposal or transportation of hazardous materials on, about or under its Parcel except in the ordinary course of its business and in compliance with all environmental laws.

f. A flea market.

Notwithstanding the preceding, nothing contained herein shall be construed to prohibit the Owners of the IFA Shopping Center or the Riverton Plaza Shopping Center, or any occupant thereof, from storing, using and/or selling any item on or from the IFA Shopping Center or the Riverton Plaza Shopping Center, or engaging in any activity on the IFA Shopping Center or the Riverton Plaza Shopping Center, which such party(ies) customarily stores, uses, sells or engages in at any of their other locations, provided the use restrictions in this Agreement are not violated.

5. Delivery and Service Vehicles. Large delivery and service vehicles shall be restricted to use the northern service drive located behind the Shopping Centers. The Owner of each Shopping Center agrees to maintain the service drive on their respective Shopping Center to allow safe and unencumbered passage for large service/delivery vehicles.

The restrictions contained in this Section shall be a servitude upon the entire Shopping Centers and shall be binding upon any person acquiring any interest in any part of the Shopping Centers and/or any Parcel.

6. Common Area Uses. The Common Area is hereby reserved for the sole and exclusive use of all Owners of the Shopping Centers, their tenants, subtenants and licensees, and

the contractors, employees, agents, licensees and invitees of such Owners, tenant, subtenants and licensees. The Common Area may be used for vehicular driving, parking (except that there shall be no multi-level parking) and pedestrian traffic and for no other purpose unless otherwise specifically provided in this Agreement. No persons other than customers, employees, agents and contractors of the occupants of the Shopping Centers shall be permitted to park in the Common Area, unless all Owners give prior written approval thereto.

V. TYPE AND DESIGN OF BUILDINGS.

1. Each building and other structures in the Shopping Centers, now and in the future, shall be of first quality construction and architecturally designed so that its exterior elevations will be color compatible and otherwise harmonious with all other buildings in the Shopping Centers.

2. Mid-Parking Lot Building. The proposed building identified as "Future Tire Shop" on Pad 4 as shown on Exhibit A-1 or any other building constructed on the Mid-Parking Lot shall be subject to the following additional restrictions:

a. Public entrances, including auto service bay doors, are to be permitted on the south and west walls of the building only; provided, however, emergency fire exit doors are permitted on the east or north building walls.

b. A restaurant shall not be permitted to occupy the Mid-Parking Lot Building.

c. All four exterior building walls shall be of equal architectural quality to the front elevations of the main building in the IFA Shopping Center and of similar color as Albertson's building and the eastern in-line shops of Riverton Plaza Shopping Center.

d. The Owner of each of the respective Parcels shall be responsible to ensure that any building or structure on such Parcel complies with the requirements of this Section V. In the event that such Owner fails to do so, any Owner may seek relief as provided for in this Agreement.

VI. SEASONAL SALES.

No portion of the Common Area in the Shopping Centers, except sidewalks, shall be used for the sale or display of merchandise; provided, however, that the seasonal sale of merchandise by the Owners or occupants of the Shopping Centers shall be permitted from the parking lots subject to the following restrictions: (i) the Common Area shall be promptly restored to its condition immediately prior to said sale at the sole cost and expense of the Owner or occupant

conducting the sale; (ii) sales shall not unreasonably interfere with the free movement of vehicular traffic within the Shopping Centers or with access to or from the Shopping Centers, or any part thereof; (iii) the sale area shall not occupy an area which exceeds 25% of the total square footage are of the building occupied by the Owner or occupant conducting the sale; and (iv) seasonal sales shall not exceed ten (10) weeks in duration.

VII. DEFAULT

1. Injunctive Relief. In the event of any violation or threatened violation of any provision of this Agreement, any Owner shall have the right, in addition to any other remedies herein or by law provided, to enjoin such violation or threatened violation. Notwithstanding the foregoing, tenants in the Shopping Centers shall not have the right of injunction but shall rather be limited to their rights granted by law and by their respective leases.

2. Breach Shall Not Permit Termination. No breach of this Agreement shall terminate this Agreement or entitle any Owner to cancel, rescind or otherwise terminate this Agreement, 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 Agreement.

3. No Limitation of Remedies. The various rights and remedies herein contained and reserved to the Owners, except as otherwise provided in this Agreement, shall not be considered as exclusive of any other right or remedy, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission of the right to exercise any power or remedy shall impair any such right, power or remedy or be construed as a waiver of any default or nonperformance or as acquiescence therein.

VIII. NOTICES.

Any notice or demand given or served by one Owner to another shall not be deemed to have been duly given or served unless in writing and personally delivered or forwarded by postage prepaid certified or registered mail, return receipt requested, or by another commercially recognized means of delivery.

IFA: INTERMOUNTAIN FARMERS ASSOCIATION
1147 West 2100 South
Salt Lake City, Utah 84130
Attn: President

Country Estate: COUNTRY ESTATE PROPERTY HOLDINGS, L.C.
c/o Intermountain Farmers Association
1147 West 2100 South
Salt Lake City, Utah 84130
Attn: President

Green Isle: GREEN ISLE DEVELOPMENT COMPANY
Post Office Box 8039
Rowland Heights, CA 91748
Attn: P.C. Holland

Albertson's: ALBERTSON'S, INC.
250 Parkcenter Boulevard
Boise, ID 83706
Attn: Legal Department Real Estate (#303)

Notices and demands shall be deemed effective upon receipt. The person and place to which notices are to be given may be changed by the Owners by written notice to the other Owners.

IX. ATTORNEYS' FEES.

In the event legal proceedings are brought or commenced to enforce any of the terms of this Agreement against any Owner or other person with an interest in the Shopping Centers, the successful party in such action shall be entitled to receive and shall receive from the defaulting Owner, a reasonable sum as attorneys' fees and costs to be fixed by the court in the same action.

X. DURATION.

Except as otherwise provided herein, this Agreement shall remain in full force and effect for a term of sixty-five (65) years from the date hereof.

XI. MODIFICATION.

All negotiations and oral agreements acceptable to the Owners have been incorporated herein. Except as otherwise provided herein, this Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by a writing executed by the Primary Owners.

XII. GENERAL PROVISIONS.

1. Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Centers to the general public or for any public purposes whatsoever, it being the intention of the Owners that this Agreement shall be strictly limited to and for the purposes herein expressed.

2. Severability. If any term or provision of this Agreement or the application of it to any person or circumstance shall to any extent be invalid and 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.

3. Pronouns. When required by context, the singular shall include the plural, and the neuter gender shall include a person, corporation, firm, association, or other business arrangement.

4. Captions. The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

5. Not a Partnership. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted to create, a joint venture, a partnership, or any other similar relationship between the Owners.

6. Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by, the law of the State of Utah.

7. No Presumption. This Agreement shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against any Owner.

8. Inurement. This Agreement and the easements, covenants, benefits and obligations created hereby shall inure to the benefit and be binding upon each Owner and its successors and assigns; provided, if any Owner conveys all of its interest in any Parcel owned by it, such Owner shall thereupon be released and discharged from any and all further obligations under this Agreement as fee owner of the property conveyed by it if the buyer assumes in writing all of such obligations; and provided further, no such sale shall release such Owner from any liabilities, actual or contingent, existing as of the time of such conveyance.

9. Estoppel Certificate. Each Owner agrees that upon request by any other Owner, it will issue to a prospective lender of such other Owner or to a prospective purchaser of such other Owner's interest, an estoppel certificate stating:

- a. whether the Owner to whom the request has been directed knows of any default by the requesting Owner under this Agreement, and if there are known defaults, specifying the nature thereof;
- b. whether this Agreement has been assigned, modified or amended in any way (and it has, then stating the nature thereof); and
- c. that to the Owner's knowledge this Agreement as of that date is in full force and effect.

Such statement shall act as a waiver of any claim by the Owner furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the he statement, and who has acted in reasonable reliance upon the statement; however, such statement shall in no event subject the Owner furnishing it to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of such Owner to disclose correct and/or relevant information.

10. Authority. Each of the individuals who have executed this Agreement represents and warrants that he or she is duly authorized to execute this Agreement on behalf of IFA, Country Estates, Albertson's and Green Isle respectively; that all corporate, partnership, trust or other action necessary for such party to execute and perform the terms of this Agreement have been duly taken by such party; and that no other signature and/or authorization is necessary for such party to enter into and perform the terms of this Agreement.

11. Exhibits. Exhibits A, A-1, A-2, B-1, and B-2 attached hereto are incorporated herein by this reference.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

(Signatures on following pages)

DATED this 28 day of March, 2003.

INTERMOUNTAIN FARMERS ASSOCIATION,
a Utah corporation

By: Spence P Lloyd
Name: Spence P. Lloyd
Title: V. P.

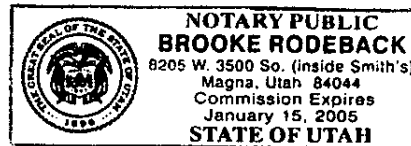
STATE OF UTAH }
COUNTY OF Salt Lake } ss:

On the 28 day of March, 2003, personally appeared before me
Spence Lloyd, on behalf of Intermountain Farmers
Association, who being by me first duly sworn, acknowledged before me that he signed the
foregoing *Grant of Easements and Restrictive Covenants*.

Brooke Rodeback
Notary Public

Residing at: SL County

My Commission Expires:



DATED this 28 day of March, 2003.

COUNTRY ESTATE PROPERTY HOLDINGS, L.C.,
a Utah limited liability company

By: Spence R. Lloyd
Name: Spence R. Lloyd
Title: V.P.

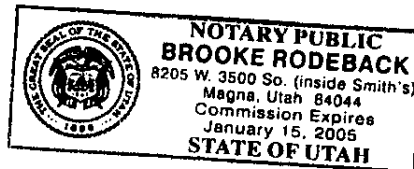
STATE OF UTAH }
COUNTY OF Salt Lake } ss:

On the 28 day of March, 2003, personally appeared before me
Spence Lloyd, on behalf of Country Estate Property
Holdings, L.C., who being by me first duly sworn, acknowledged before me that he signed the
foregoing *Grant of Easements and Restrictive Covenants*.

Brooke Rodeback
Notary Public

Residing at: Salt Lake County

My Commission Expires: 1/15/05



DATED this 28TH day of MARCH, 2003.

GREEN ISLE DEVELOPMENT COMPANY,
a California general partnership

By: *P.C. Holland*

Name: P.C. Holland

Title: General Partner

STATE OF CALIFORNIA }
COUNTY OF Orange } ss:

On the 28th day of March, 2003, personally appeared before me
P.C. Holland, on behalf of Green Isle Development Company, who being by me first duly
sworn, acknowledged before me that he signed the foregoing *Grant of Easements and Restrictive
Covenants*.



Maria Teresa Javier
Notary Public

Residing at: CHAND HILLS, CA.

My Commission Expires: Aug. 16, 2006

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

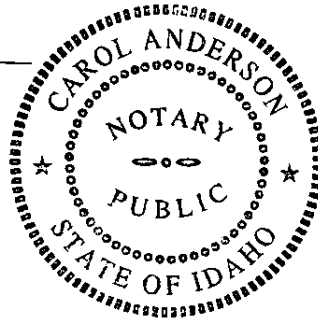
ALBERTSON'S, INC.,
a Delaware corporation

By: [Signature]
Lincoln V. Sharp, Jr. *cvb*
Vice President, Real Estate Law

STATE OF IDAHO)
County of Ada) ss.

On this 31st day of March, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared **Lincoln V. Sharp, Jr.**, to me known to be the Vice President of **Albertson's, Inc.**, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument.

My commission expires:
10/8/2003



Carol Anderson
Notary Public in and for the
State of Idaho
Residing at Boise, Idaho

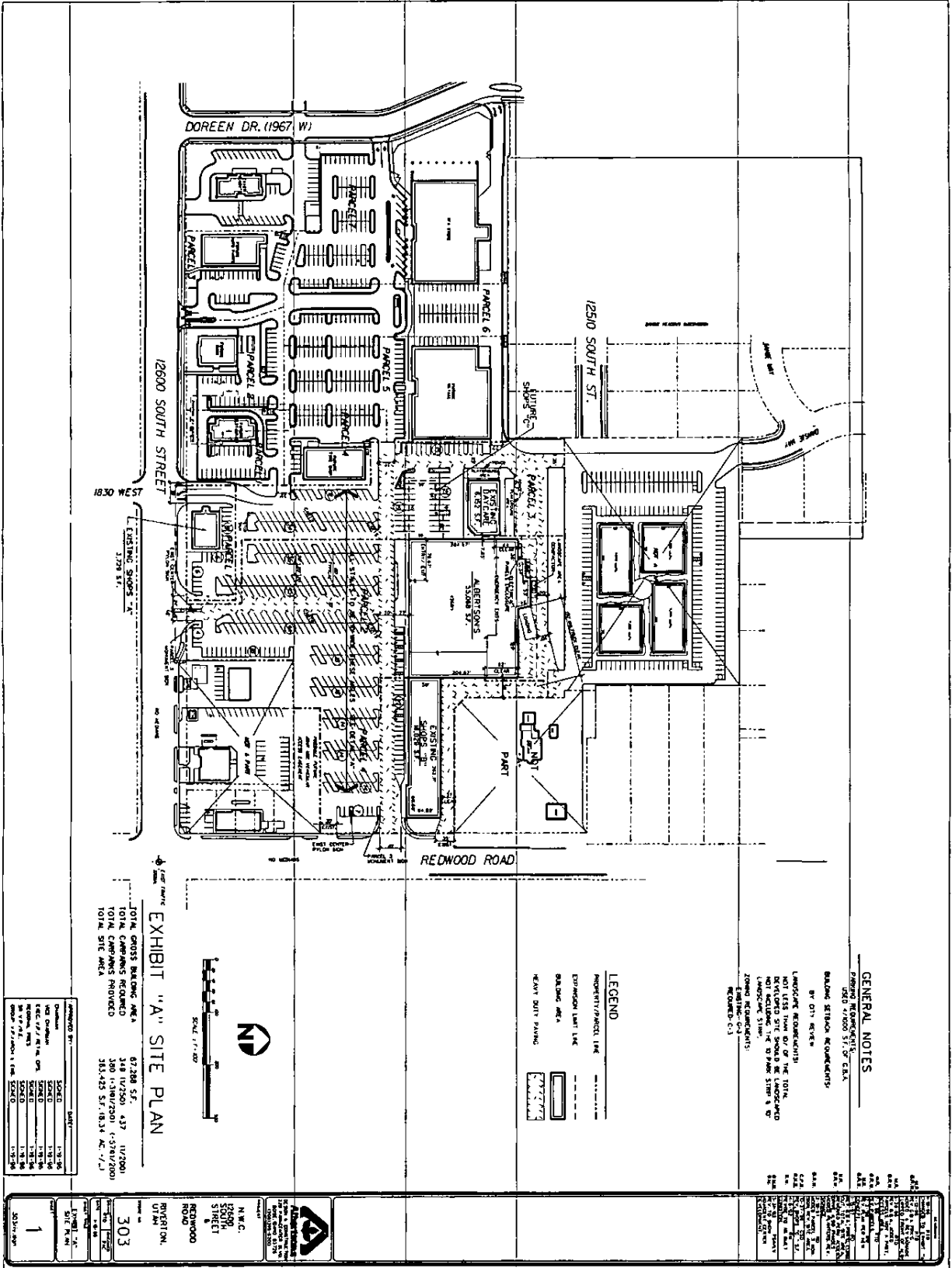
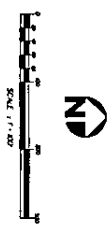


EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA 67,288 S.F.
 TOTAL CAMPAIGNERS REQUIRED 318 (1/2500 @ 37' (1/2000)
 TOTAL CAMPAIGNERS PROVIDED 380 (1/800/200) @ (37.5)/200
 TOTAL SITE AREA 303,423 S.F. (6.34 AC. +/-)

DATE	BY	SCALE
04/01/2003	SLICW	1"=30'
03/28/2003	SLICW	1"=30'
03/28/2003	SLICW	1"=30'
03/28/2003	SLICW	1"=30'
03/28/2003	SLICW	1"=30'
03/28/2003	SLICW	1"=30'
03/28/2003	SLICW	1"=30'
03/28/2003	SLICW	1"=30'
03/28/2003	SLICW	1"=30'
03/28/2003	SLICW	1"=30'

303	1
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LEGEND
 PROPERTY/PARCEL LINE
 EXPANSION LIMIT LINE
 BUILDING AREA
 HEAVY DUTY PARKING

GENERAL NOTES
 1. PREPARED FOR THE CITY OF E.B.A.
 2. THIS SITE PLAN IS FOR THE PROPOSED
 3. BUILDING SETBACK REQUIREMENTS
 4. BY CITY REVIEW
 5. LANDSCAPE REQUIREMENTS
 6. NOT LESS THAN 5% OF THE TOTAL
 7. DEVELOPED SITE SHOULD BE LANDSCAPED
 8. LANDSCAPE SHALL BE TO PROVIDE 50% OF
 9. ZONING REQUIREMENTS
 10. EXHIBIT C-3
 11. REQUIRED C-3



N.M.C.
 2590
 STREET
 REDWOOD
 ROAD
 WRESTON, VA
 20187

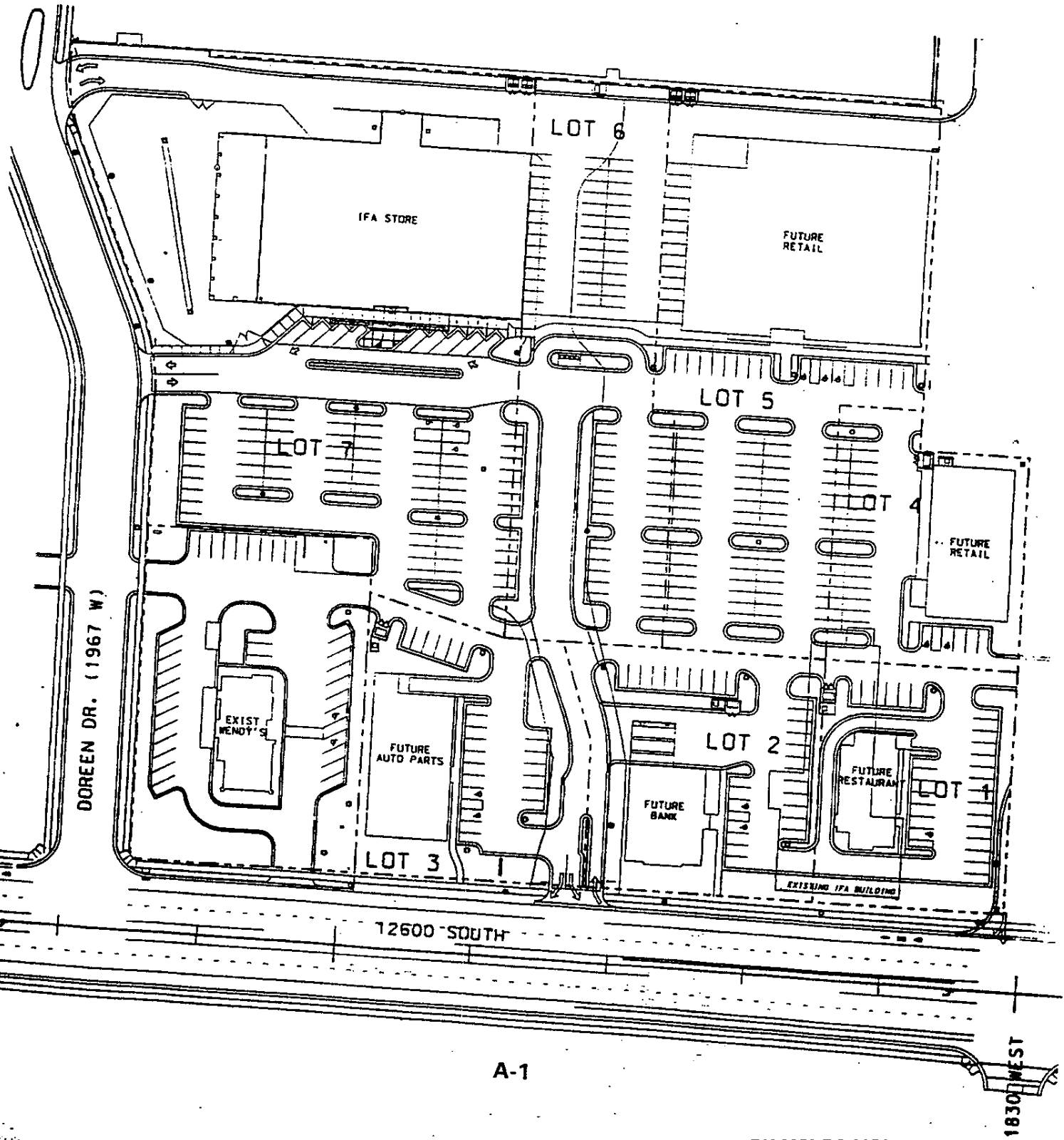
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Exhibit A-1

Site Plan of the IFA Shopping Center



A-1

Exhibit A-2

Site Plan of Riverton Plaza Shopping Center

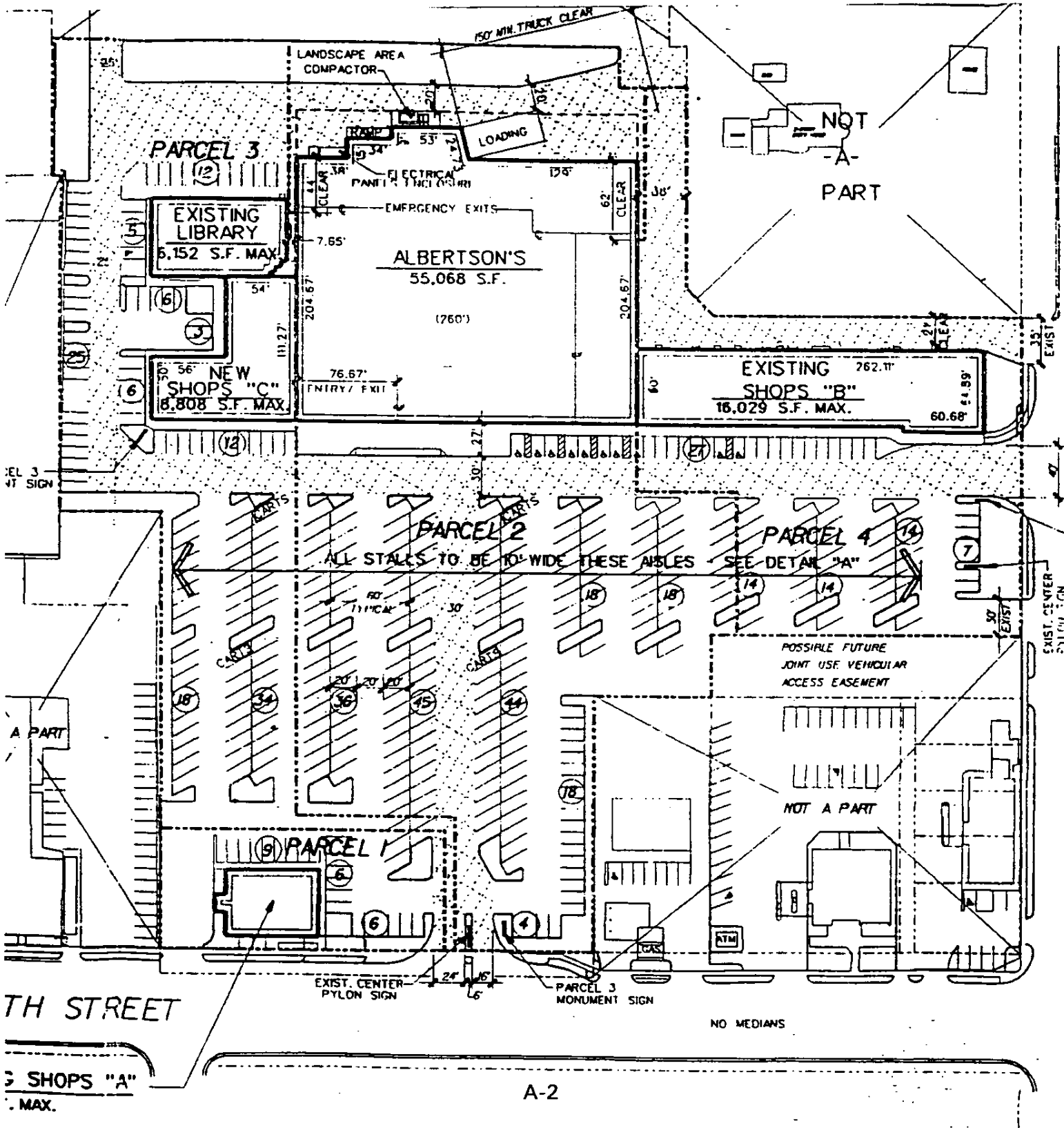


Exhibit B-1

Legal Description of the IFA Shopping Center

SURVEYOR'S CERTIFICATE

I, KIM LUNDEBERT, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, AND THAT I HOLD CERTIFICATE No. 3543777, AS PRESCRIBED UNDER THE LAWS OF THE STATE OF UTAH. I FURTHER CERTIFY THAT BY AUTHORITY OF THE OWNERS, I HAVE MADE A SURVEY OF THE TRACT OF LAND SHOWN ON THIS PLAT AND DESCRIBED BELOW, AND HAVE SUBDIVIDED SAID TRACT OF LAND INTO LOTS, HEREAFTER TO BE KNOWN AS THE

IFA COUNTRY SQUARE SUBDIVISION

AND THAT SAME HAS BEEN CORRECTLY SURVEYED AND STAKED ON THE GROUND AS SHOWN ON THIS PLAT.

PERIMETER LEGAL DESCRIPTION

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, WENDY'S INTERNATIONAL RIVERTON SUBDIVISION, A SUBDIVISION LOCATED IN THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE NORTH RIGHT OF WAY LINE OF 12600 SOUTH STREET, LOCATED EAST ALONG THE SECTION LINE 1457.09 FEET AND NORTH 53.00 FEET FROM THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 0°05'58" EAST ALONG THE EAST LINE OF SAID LOT 1, 249.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1, 163.81 FEET TO A POINT ON THE EAST LINE OF DOREEN DRIVE (1950 WEST); THENCE NORTH ALONG SAID EAST LINE THE FOLLOWING FIVE (5) COURSES: NORTH 96.17 FEET TO THE POINT OF A 180.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHERLY 70.66 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°29'33" TO A POINT OF TANGENCY; THENCE NORTH 22°29'33" WEST 135.63 FEET TO THE POINT OF A 120.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE NORTHERLY 47.32 FEET ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22° 35'36" TO A POINT OF TANGENCY; THENCE NORTH 0°06'03" EAST 21.51 FEET TO A POINT ON THE SOUTH LINE OF THE GLEN AIRE PHASE 3 SUBDIVISION; THENCE SOUTH 89°59'50" EAST ALONG SAID SOUTH LINE 99.59 FEET TO THE WEST LINE OF THE DANSIE MEADOWS SUBDIVISION; THENCE SOUTH 0°06'30" EAST ALONG SAID WEST LINE 3.97 FEET TO THE SOUTHWEST CORNER OF SAID DANSIE MEADOWS SUBDIVISION; THENCE SOUTH 89°59'54" EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 536.06 FEET; THENCE SOUTH 0°06'40" WEST 259.48 FEET; THENCE EAST 80.02 FEET; SOUTH 0°06'46" WEST 343.50 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF 12600 SOUTH STREET; THENCE WEST ALONG SAID NORTH LINE 476.44 FEET TO THE POINT OF BEGINNING.

CONTAINS 7 LOTS AND 7.69 ACRES

Exhibit B-2

Legal Description of the Riverton Plaza Shopping Center

PARCEL 1-A

BEGINNING ON THE NEW WEST LINE OF REDWOOD ROAD AT A POINT THAT IS N0°07'37"E ALONG THE QUARTER-SECTION LINE (BASIS OF BEARING) 552.75 FEET AND WEST (PARALLEL WITH THE SOUTH SECTION LINE) 53.00 FEET FROM THE COUNTY MONUMENT AT THE SOUTH 1/4 CORNER OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG SAID NEW WEST LINE OF STREET S0°07'37"W 250.75 FEET; THENCE WEST 234.00 FEET; THENCE S0°07'37"W 50.00 FEET; THENCE WEST 90.00 FEET; THENCE S0°07'37"W 199.00 FEET TO A POINT ON THE NEW NORTH LINE OF 12600 SOUTH STREET; THENCE ALONG SAID NEW NORTH LINE OF STREET WEST 329.00 FEET; THENCE N0°07'37"E 343.50 FEET; THENCE WEST 80.00 FEET; THENCE N0°07'37"E 263.50 FEET; THENCE WEST 7.21 FEET TO A POINT ON THE EAST LINE OF DANSIE MEADOWS SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF; THENCE ALONG SAID EAST LINE OF SUBDIVISION NORTH 104.00 FEET TO A POINT THAT IS SOUTH 17.45 FEET FROM THE NORTHEAST CORNER OF LOT 20 OF SAID SUBDIVISION; THENCE EAST 435.44 FEET; THENCE S0°07'37"W 32.00 FEET; THENCE EAST 52.00 FEET; THENCE S0°07'37"W 154.88 FEET; THENCE S42°00'00"E 32.80 FEET; THENCE EAST 231.00 FEET TO THE POINT OF BEGINNING. CONTAINS 8.3431 ACRES.