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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
CHARLES ALLEN
60 E SOUTH TEMPLE STE 2200
SLC UT 84111
REC BY: L. NISH DEPUTY - WI
#360 West Valley City, UT
6/4/97

FIRST AMENDMENT
TO
FIFTH AMENDMENT TO AND TOTAL RESTATEMENT
OF DECLARATION OF RESTRICTIONS AND
GRANT OF EASEMENTS

THIS FIRST AMENDMENT TO FIFTH AMENDMENT TO AND TOTAL RESTATEMENT OF DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("First Amendment"), is made as of the 19th day of June, 1997, between GFI Ltd. II - W.V.C. Investments, Ltd., a Utah limited partnership ("GFI"), KFG-WVC Investments, Ltd., a Utah limited partnership ("KFG"), Albertson's, Inc., a Delaware corporation ("Albertson's"), Albertson's Realty, Inc., an Idaho corporation ("Albertson's Realty"), Walter Gasser, Trustee for Walt Gasser & Associates, Inc. Employees Profit Sharing Plan ("Gasser"), Payless Drug Stores Northwest, Inc., a Maryland corporation ("Payless") and Affiliated Investments, Ltd., a Utah limited partnership ("Affiliated").

RECITALS:

A. WHEREAS, certain of the parties hereto entered into a Fifth Amendment to and Total Restatement of Declaration of Restrictions and Grant of Easements, dated October 27, 1992, recorded in Book 6574 at Page 75, et seq. in the official records of Salt Lake County on December 16, 1992 ("Restatement"), covering real property located in West Valley City, County of Salt Lake, State of Utah and consisting of various separate parcels, identified therein as Parcels 1, 2, 4, 5, 6, 7, 8, 9, 11, 12, 13A and 13B (the "Shopping Center");

BK 7791 PG 2229

B. WHEREAS, certain of the parties hereto and other affected parties owning real property adjacent to the Shopping Center entered into a Cross Easement Agreement, dated July 28, 1983, recorded as Instrument No. 3824473 in the official records of Salt Lake County on July 29, 1983 ("Cross Easement") covering the Shopping Center and other property described therein;

C. WHEREAS, the Site Plan attached to the Restatement as Exhibit "A" indicated a parcel in the northeast corner of the Shopping Center was "Not-A-Part" of the Shopping Center, whereas, the legal descriptions of the parcels constituting the Shopping Center attached to the Restatement as Exhibit "B" described Parcel 11 as including the parcel shown as "Not-A-Part" as being included in the Shopping Center (including that portion labeled "Not-A-Part" on Exhibit "A" to the Restatement) and, therefore, subject to the terms and conditions of the Restatement;

D. WHEREAS, Parcel 11 (as described in Exhibit "B" to the Restatement) has now been divided into two separate parcels, consisting of Parcel 11A and Parcel 11B, as shown on Exhibit "A" attached hereto and made a part hereof and as particularly described in Exhibit "B" attached hereto and made a part hereof;

E. WHEREAS, the parties agree and desire to clarify that Parcel 11B is included as a part of the Shopping Center;

F. WHEREAS, the Restatement and Cross Easement contain certain restrictions on the use of the Parcels included within the Shopping Center, and the parties further desire to set forth certain specific terms and conditions regarding the use of Parcel 11B as a part of the Shopping Center;

G. WHEREAS, Parcel 2 is currently owned by Payless; Parcel 7 is currently owned by Albertson's Realty; Parcels 6, 8, 9, 12, and 13A are currently owned by KFG; Parcel 13B is

currently owned by GFI; Parcel 11A is currently owned by Gasser; and Affiliated has acquired and is currently the owner of Parcel 11B; and

H. WHEREAS, all capitalized terms used herein shall have the same meanings and definitions as set forth in the Restatement unless otherwise provided in this First Amendment.

NOW, THEREFORE, the Restatement is hereby amended as follows:

1. The parties hereby acknowledge and agree that Parcel 11B as described in Exhibit "B" attached hereto is included as part of the Shopping Center, and Parcel 11B is subject to the terms and conditions of the Restatement as amended by this First Amendment. Exhibit "B" attached to the Restatement is hereby deleted, and Exhibit "B" attached hereto is hereby substituted, attached to and made an integral part of the Restatement.

2. The parties hereby waive the restrictions contained in the Cross Easement prohibiting the use of Parcel 11B as a car care facility, subject to the terms and conditions as set forth in this First Amendment.

3. The Exhibit "A" Site Plan attached to the Restatement is hereby deleted, and Exhibit "A" attached hereto is hereby substituted, attached to and made an integral part of the Restatement.

4. Section 1.1(d) of the Restatement is hereby amended by deletion of the existing provision and substitution and addition of the following:

"(d) 'Parcel': Parcels 1, 2, 4, 5, 6, 7, 8, 9, 11A, 11B, 12, 13A and 13B."

5. Section 1.1(g) of the Restatement is hereby amended by deletion of the first sentence and substitution and addition of the following:

"(g) 'Shopping Center': Parcels 1, 2, 4, 5, 6, 7, 8, 9, 11A, 11B, 12, 13A and 13B, collectively."

6. Section 2.1 of the Restatement is hereby amended by deletion of the last two sentences thereof, and substitution and addition of the following:

"The Building Areas on Parcels 4, 5, 6 and 11B may be relocated on each such Parcel without the necessity of amending this Declaration so long as First Party, Payless and Albertson's approve such relocation. All such Building Areas on which buildings are not constructed shall be kept clean and weed free."

7. Section 2.2(b) of the Restatement is hereby amended by deletion of all references to "Parcel 11" in Section 2.2(b), and substitution instead of "Parcel 11A."

8. Section 2.3 of the Restatement is hereby amended by deletion of the existing provisions and substitution and addition of the following:

"2.3 Common Area Requirements: There shall be provided on each Parcel parking for not less than five (5) standard-sized American cars for each 1,000 square feet of floor area on that Parcel. It is understood that the areas designated Building Area for each Parcel on Exhibit 'A' are only to show where buildings may be located; but the entire amount of Building Area so designated for any Parcel is not necessarily to be used for buildings. All portions of a Building Area which are not used for buildings shall be developed and maintained as Common Areas. In the event Exhibit 'A' shows a maximum building area for a Parcel other than that permitted in this Section, the maximum building area shown on Exhibit 'A' shall control. As to Parcel 13 (Parcels 13A and 13B), the parking area ratio required by this paragraph shall be computed separately for each of Parcels 13A and 13B, and Parcel 13B shall include in such computation the parking area of Parcel 11A. Notwithstanding the provisions of this Paragraph 2.3, the parking ratios as set forth on the Site Plan attached hereto as Exhibit 'A' as currently constituted (including use of any Expansion Area as shown on Exhibit A) shall be deemed to be acceptable by the parties to this Agreement. Notwithstanding the foregoing provisions of this Paragraph 2.3, the following specific parking requirements shall apply to Parcel 11B.

The Owner of Parcel 11B, its successors, assigns, tenants, employees, customers and invitees, and the customers and invitees of such tenants shall have no right to park within the other Parcels

within the Shopping Center, and the reciprocal rights of vehicular parking set forth in Paragraph 3.1 do not apply to Parcel 11B.

There shall be provided not less than five (5) standard-sized parking spaces for each 1,000 square feet of floor area on Parcel 11B, except: (i) there shall be provided not less than ten (10) standard-sized parking spaces for each 1,000 square feet of floor area on Parcel 11B utilized for any restaurant use; and (ii) as long as Parcel 11B is used as a car care facility (as described in Paragraph 5.2[d] hereof), and provided not less than three (3) service bays are maintained within the building housing the car care facility, Parcel 11B may maintain a minimum of twenty-five (25) standard-sized parking spaces on Parcel 11B."

9. Section 2.4(d) of the Restatement is hereby amended by the addition of the following sentence: "No building on Parcel 11B shall exceed twenty-three (23) feet in height."

10. Section 3.5 of the Restatement is hereby amended by deletion of the existing provisions and substitution and addition of the following:

"3.5 Permanent Access Easement: Each owner hereto, as grantor, hereby grants to the other owner for the benefit of the other owner, its respective successors, assigns, tenants, employees, agents, customers and invitees, and the customers, employees and invitees of such tenants, and for the benefit of each Parcel belonging to the other owner, as grantee, a perpetual non-exclusive easement for ingress and egress by vehicular and pedestrian traffic upon, over and across those portions of the Common Area designated 'Access Easement A' through 'Access Easement F' on Exhibit 'A' attached hereto and located within the grantor's Parcels."

11. Section 4.3 is hereby amended by the addition of the following new Subparagraph 4.3(i):

"(i) Subject to governmental approval, there may be erected on Parcel 11B a monument sign not to exceed six (6) feet in height, at the location shown on Exhibit "A". The Owner of Parcel 11B shall pay for the cost of constructing, installing, maintaining, repairing and replacing such sign structure, fascia and can. The design and fascia of such sign shall be subject to the prior written

approval of the Consenting Owners, unless said sign is the standard sign of a car care facility authorized in Paragraph 5.2(d)(i). The monument sign shall be separately metered."

12. Section 5.2 of the Restatement is hereby amended by the addition of the following new paragraph:

"5.2(d) Notwithstanding Paragraph 5.2(a) above, the construction and operation of a car care facility shall be allowed on Parcel 11B subject to the following terms and conditions:

(i) For purposes of this Paragraph 5.2(d), 'car care facility' means a Goodyear tire, battery and accessory retail store, or a similar car care facility that is operated by a national or regional chain (meaning an entity having thirty [30] or more retail outlets within the United States and utilizing a registered trademark).

(ii) The maximum Building Area for Parcel 11B shall be 5,500 square feet as shown on Exhibit 'A'; no building on Parcel 11B shall exceed 5,500 square feet in floor area.

(iii) All servicing of vehicles shall be done on the interior of the building utilized for the operation of the user of Parcel 11B. No vehicles waiting for parts, for service or repair, or to have tires installed or removed, nor any vehicles waiting to be picked up following any service or repair on Parcel 11B, shall be left parked in the Shopping Center overnight. Additionally, no disabled vehicles may be parked anywhere in the Shopping Center incidental to any operation within Parcel 11B.

(iv) No equipment or product (including, without limitation, tires and batteries) shall be stored or displayed in the parking lot or other Common Areas within Parcel 11B.

(v) The Owner or Lessee of Parcel 11B shall, at all times, keep Parcel 11B in a neat, clean and orderly manner consistent with other uses in the Shopping Center.

(vi) The design, architecture and color scheme of any building and/or signage constructed on Parcel 11B shall be aesthetically compatible and harmonious with the balance of the Shopping Center, using the standard logos and colors of other

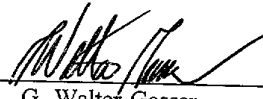
Goodyear facilities, or other national or regional chain, as the case may be, and otherwise subject to prior approval as provided herein.

(vii) The Owner of Parcel 11B agrees to indemnify, defend and hold harmless the other Owners from and against any claims, costs, liabilities, damages, expenses and losses in any way relating to any hazardous or dangerous conditions arising in the Shopping Center as a result of the operations conducted on Parcel 11B or relating to any hazardous or toxic substance or material used in connection with the operations conducted on Parcel 11B."

13. The effective date of this First Amendment shall be the date of its recording with the Recorder of Salt Lake County, State of Utah.

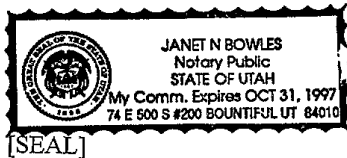
EXECUTED as of the day and year first above written.

GFI Ltd. II - W.V.C. Investments, Ltd.,
a Utah limited partnership

By: 
G. Walter Gasser
General Partner

STATE OF UTAH)
) ss.
County of Davis)

On the 11th day of June, 1997, personally appeared before me, G. Walter Gasser, who, being by me duly sworn, did say that he is a General Partner of **GFI, Ltd. II - W.V.C. Investments, Ltd.**, a Utah limited partnership, and that he was authorized to, and did, execute the foregoing First Amendment as a General Partner in said partnership.




Notary Public

BK7791PG2235

KFG-WVC Investments, Ltd.,
a Utah limited partnership

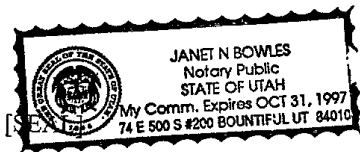
By: WGA-IV, Inc., a Utah corporation, General
Partner

By: *G. Walter Gasser*
G. Walter Gasser, President

STATE OF UTAH)
) ss.
County of Davis)

On this 11th day of June, 1997, before me Janet N. Bowles,
a Notary Public in and for said State, personally appeared **G. Walter Gasser**, who, being by me
duly sworn, did say and affirm that he is the President of WGA-IV, Inc., a Utah corporation, the
General Partner of KFG-WVC Investments, Ltd., a Utah limited partnership, and that he was
authorized to, and did, execute the foregoing First Amendment as the President of WGA-IV, Inc.,
as the General Partner in said partnership.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and
year in this certificate first above written.

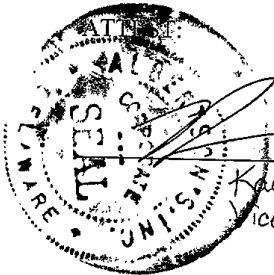


Janet N. Bowles
Notary Public

BK7791 PG2236

Albertson's, Inc.,
a Delaware corporation

By: *William H. Arnold*
William H. Arnold
Vice President, Real Estate Law

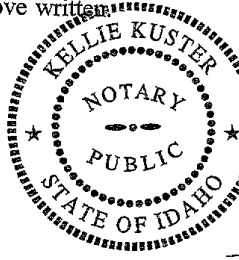


Kaye L. O'Riordan
Vice President and
Corporate Secretary

STATE OF IDAHO)
County of Ada) ss.
)

On this 10th day of June, 1997, 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.

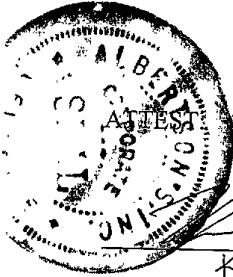
WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



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

9K7791PG2237

Albertson's Realty, Inc.,
an Idaho corporation



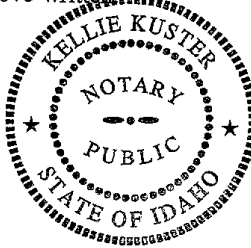
Kaye L. O'Riordan
Vice President and
Corporate Secretary

By: *Michael F. Keuling*
Its: Vice President

STATE OF IDAHO)
) ss.
County of Ada)

On this 11th day of June, 1997, before me, Kellie Kuster, a Notary Public in and for said State, personally appeared Michael F. Keuling known to me to be Vice President of Albertson's Realty, 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 *Bose Idaho*
My Commission Expires *10-12-2001*

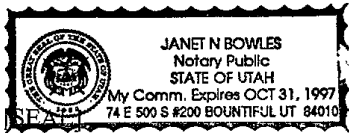
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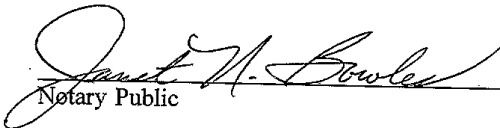
G. Walter Gasser, Trustee for Walt Gasser & Associates, Inc. Employees Profit Sharing Plan

By: 
G. Walter Gasser, Trustee

STATE OF UTAH)
) ss.
County of Davis)

On the 11th day of June, 1997, personally appeared before me, G. Walter Gasser, who, being by me duly sworn, did say that he is the Trustee for **Walt Gasser & Associates, Inc. Employees Profit Sharing Plan**, and that he was authorized to, and did, execute the foregoing First Amendment as the Trustee of said profit sharing plan.




Notary Public

BK7791PG2239

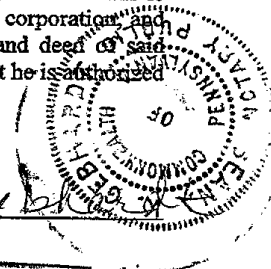
Payless Drug Stores Northwest, Inc.,
a Maryland corporation

By: [Signature]
Its: Authorized Representative

STATE OF PENNSYLVANIA
County of Cumberland) ss.

On the 19th day of June, 1997, before me, the undersigned Notary Public in and for said State, personally appeared Eve Exar, Esquire, known to me to be the Authorized Rep. of Payless Drug Stores Northwest, Inc., a Maryland corporation, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Seana K. Gebhardt
Notary Public



[SEAL]

Notarial Seal
Seana K. Gebhardt, Notary Public
Harrisburg, Dauphin County
My Commission Expires Feb. 23, 1998

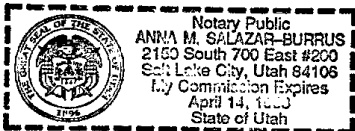
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Affiliated Investments, Ltd.,
a Utah limited partnership

By: E.R. Dumke III
Its: General Partner

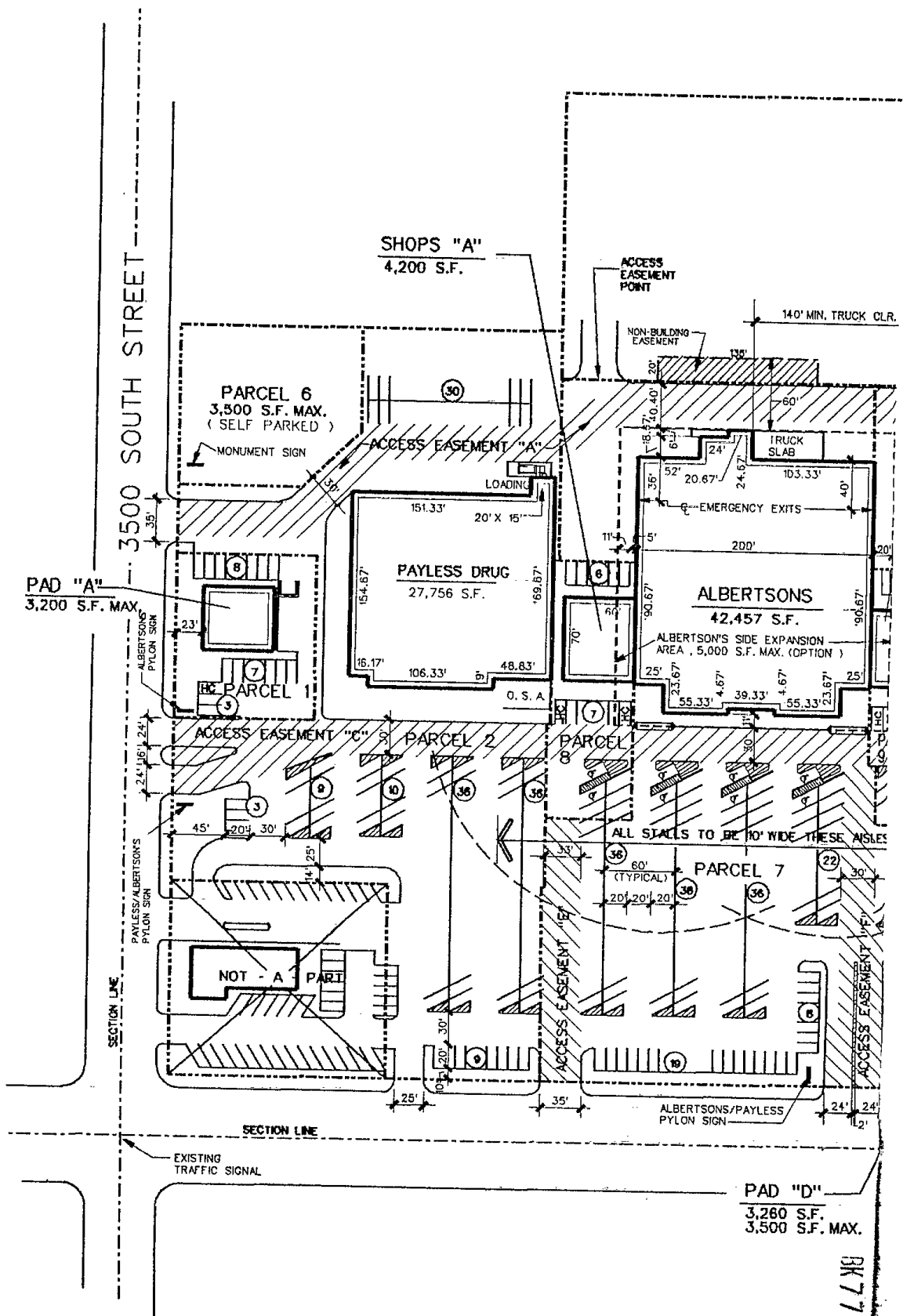
STATE OF UTAH)
) ss.
County of Salt Lake)

On the 6th day of June, 1997, personally appeared before me, E.R. Dumke III, who, being by me duly sworn, did say that he is the General Partner of Affiliated Investments, Ltd., a Utah limited partnership, and that he was authorized to, and did, execute the foregoing First Amendment as the General Partner in said partnership.



Anna M Salazar-Burrus
Notary Public

[SEAL]



BK 7791 PG 2242

PARCEL 10
NOT - A - PART

RETE
P/

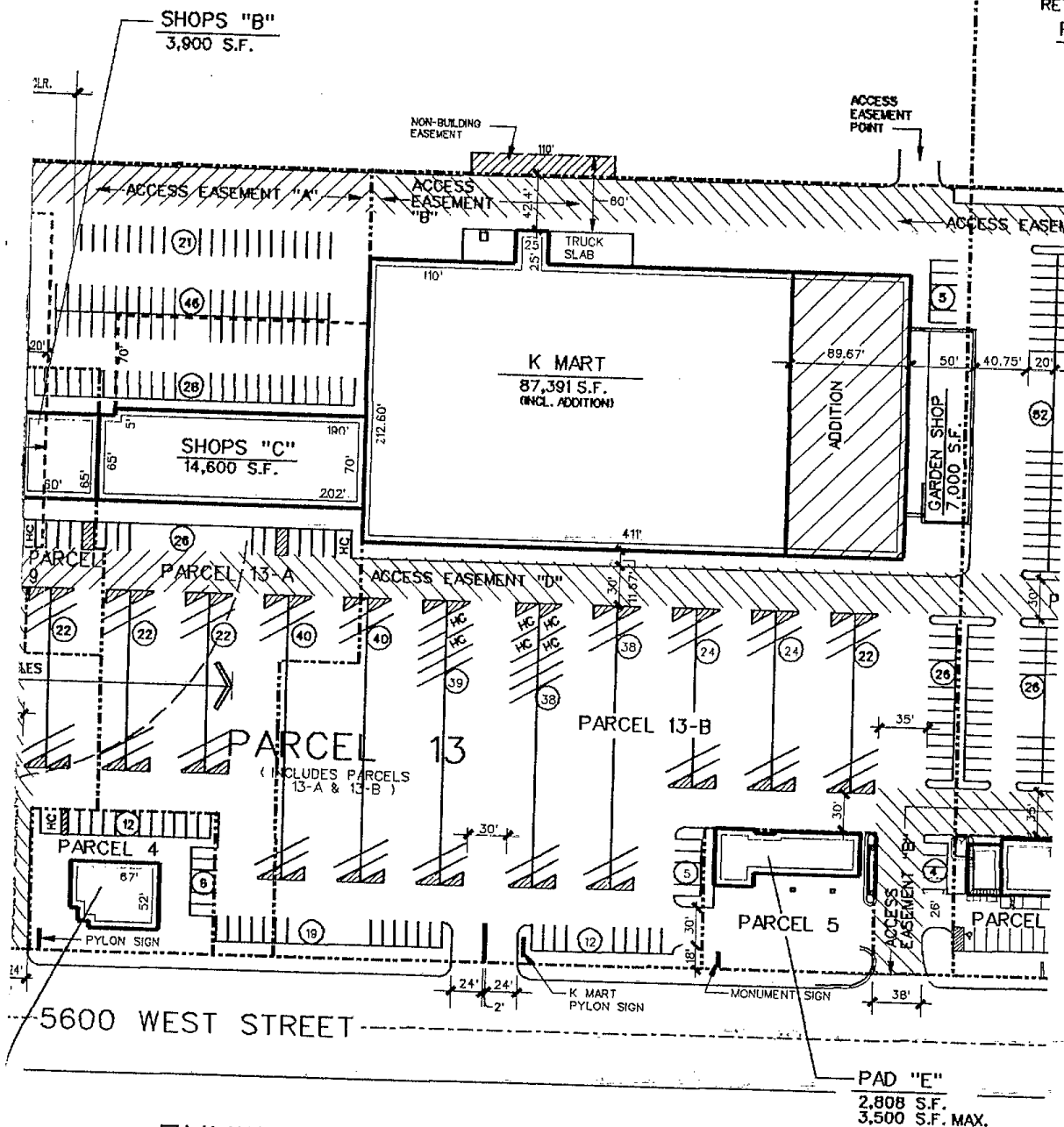
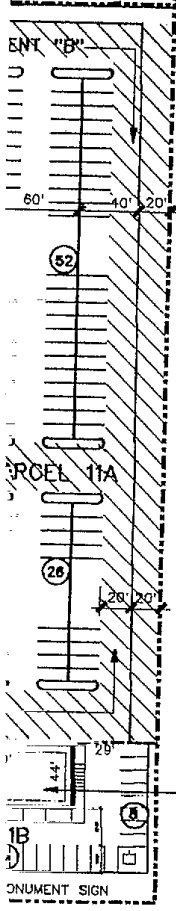


EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA	206,504 S.F. (INCLUDES GARDEN SHOP)
TOTAL CARPARKS PROVIDED	1043
TOTAL CARPARKS W/IN 200' RAD.	189
TOTAL SITE AREA	1,090,489 S.F. (25.03 ac.)

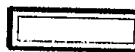
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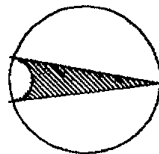
ENTION POND
ARCEL 12



PAD "F"
5,500 S.F. MAX.
(SELF-PARK)

LEGEND

PROPERTY/PARCEL LINE	— — — — —
EXPANSION LIMIT LINE	- - - - -
BUILDING AREA	
BUILDING LIMIT LINE	— · — · — · —



NORTH
SCALE: 1"=100'-0"

APPROVED BY:	DATE:
CHARMAN <u> </u> SIGNED	<u> </u> 6-28-83
PRESIDENT <u> </u> SIGNED	<u> </u> 6-28-83
EXEC. V.P./SD <u> </u> SIGNED	<u> </u> 6-28-83
SR. V.P./REG. <u> </u> SIGNED	<u> </u> 6-28-83
V.P./RE <u> </u> SIGNED	<u> </u> 6-28-83
V.P./ARCH.-ENG. <u> </u>	<u> </u>

- WEH
- MR

- MR
- DRW

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- MR
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REVISIONS	
11-28-81	R.A.C. REDRAW PLAN TO INCLUDE PARCELS 11 & 12, REV. PARKING TO EXIST. LAYOUT. ADD K MART ADDN
4-18-82	RW ADD NON-BUDD EASEMENTS. ADD PAR. 13 INCLUDES PAR. 13A, 13B, 13C
4-30-82	RW REM. (MIN.) FROW NO. BUILD ESMT'S.
6-22-92	RW ADD PAYLESS, REV. SER. DRIVE, REV. G.B.A. DRIVE, COUNT.
7-9-92	R.A.C. ADD ACCESS ESMT. A-F, REV PARCELS, SHOW BLDG/ PARK'G AT INTERSECTION, REV SIGNS, REV ALB EXPN. LIMIT, ADD S.F. AT PARCEL 5.
7-23-92	RW ADD MAX. TO PARCEL 3.
8-17-92	RW REV. K-MART S.F., DEL. REF. TO DRG. PAR. 3, REV. G.B.A.
9-28-92	JK REV. PYLON SIGN DESIGNATIONS.
10-22-92	RW REV. PYLON SIGN DESIGNATIONS.
6-10-97	CSD REV. PAD F & G.B.A.



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

PROJECT

N.W.C.
3500 SOUTH
AND
5600 WEST,
WEST
VALLEY,
UTAH

STORE NO.

360

DRAWN	RAC	CHECKED	
DATE		11-28-91	

SHEET TITLE
EXHIBIT "A"
SITE PLAN

SHEET

1

360.dgn

BK 779 1 PG 2244

EXHIBIT "B"

Parcel 1:

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°59'10" West 137.50 feet; thence North 0°08'47" West 120.30 feet; thence North 89°50'10" East 137.46 feet; thence South 0°09'50" East 120.66 feet to the point of beginning. Contains 16,563.4 square feet or 0.380 acres.

Parcel 2:

Beginning at a point on the West line of 5600 West Street which point is North 0°09'50" West along the section line 354.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°50'10" West 170.00 feet; thence North 0°09'50" West 2.50 feet; thence South 89°50'10" West 139.50 feet; thence North 0°09'50" West 4.88 feet; thence South 89°50'10" West 197.40 feet; thence North 0°08'47" West 2.85 feet; thence South 89°58'47" West 131.15 feet; thence South 0°00'50" East 169.50 feet; thence North 89°59'10" East 94.83 feet; thence South 44°56'01" East 52.12 feet; thence South 0°08'47" East 116.60 to the north line of 3500 South Street; thence North 89°59'10" East along said North line 60.00 feet; thence North 0°08'47" West 120.30 feet; thence North 89°50'10" East 137.46 feet; thence South 0°09'50" East 120.66 feet to the North line of 3500 South Street; thence North 89°59'10" East along said North line 139.50 feet; thence North 0°09'50" West 183.00 feet; thence North 89°59'10" East 170.00 feet to the West line of 5600 West Street; thence North 0°09'50" West along said West line 131.10 feet to the point of beginning. Contains 3.12 acres, 135,980 square feet

Parcel 4:

Beginning at a point which is North 0°09'50" West along the section line 647.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 110.50 feet; thence North 0°09'50" West 139.00 feet; thence North 89°50'10" East 110.50 feet; thence South 0°09'50" East 139.00 feet to the point of beginning. Contains 15,359.5 square feet or 0.353 acres.

BK7791PG2245

Parcel 5:

Beginning at a point which is North 0°09'50" West along the section line 1157.53 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 110.50 feet; thence North 0°09'50" West 129.50 feet; thence North 89°59'10" East 110.50 feet; thence South 0°09'50" East 129.21 feet to the point of beginning. Contains 14,293.7 square feet or 0.328 acres.

Parcel 6:

Beginning at a point on a fence line and on the North line of 3500 South Street which point is South 89°59'10" West along the section line 692.00 feet and North 0°00'50" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence North 0°00'50" West along said fence 153.50 feet; thence North 89°59'10" East 94.83 feet; thence South 44°56'01" East 52.12 feet to a fence line; thence South 0°08'47" East along said fence 116.60 feet to the North line of 3500 South Street; thence South 89°59'10" West along said North line 131.90 feet to the point of beginning. Contains 19,543 square feet or 0.45 acres.

Parcel 7: (Albertson's Site)

Beginning at a point which is North 0°09'50" West along the section line 354.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 170.00 feet; thence North 0°09'50" West 2.50 feet; thence South 89°50'10" West 59.50 feet; thence North 0°09'50" West 72.88 feet; thence South 89°50'10" West 217.38 feet; thence South 0°08'47" East 5.00 feet; thence South 89°50'10" West 113.12 feet; thence North 0°09'50" West 5.00 feet; thence South 89°50'10" West 40.00 feet; thence North 0°09'50" West 200.00 feet; thence North 89°50'10" East 321.00 feet; thence North 0°09'50" West 7.12 feet; thence North 89°50'10" East 49.50 feet; thence North 0°09'50" West 60.00 feet; thence North 89°50'10" East 119.00 feet; thence South 0°09'50" East 49.50 feet; thence North 89°50'10" East 110.50 feet; thence South 0°09'50" East 293.00 feet to the point of beginning. Contains 148,003.2 square feet or 3.39 acres.

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Parcel 8: (Retail Shops No. 1)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 360.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 137.40 feet; thence North 0°08'47" West 68.00 feet; thence North 89°50'10" East 217.38 feet; thence South 0°09'50" East 73.88 feet; thence South 89°50'10" West 80.00 feet; thence North 0°09'50" West 4.88 feet to the point of beginning. Contains 15172.9 square feet or 0.348 acres.

Parcel 9: (Retail Shops No. 2)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 628.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 135.50 feet; thence North 0°09'50" West 60.00 feet; thence North 89°50'10" East 135.50 feet; thence North 0°09'50" West 7.12 feet; thence North 89°50'10" East 80.00 feet; thence South 0°09'50" East 60.00 feet; thence South 89°50'10" West 49.50 feet; thence South 0°09'50" East 7.12 feet; thence South 89°50'10" West 30.50 feet to the point of beginning.

Parcel 11A:

Beginning at a point which is North 0°09'50" West along the section line 1346.60 feet and South 89°59'10" West 163.50 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 489.50 feet; thence North 0°09'50" West 185.30 feet; thence North 89°59'10" East 489.50 feet; thence South 0°09'50" East 185.30 feet to the point of beginning. Contains approximately 2.082 acres.

Parcel 11B:

Beginning at a point which is North 0°09'50" West along the section line 1346.60 feet and South 89°59'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°59'10" West 110.50 feet; thence North 0°09'50" West 185.30 feet; thence North 89°59'10" East 110.50 feet; thence South 0°09'50" East 185.30 feet to the point of beginning. Contains approximately .470 acres.

Parcel 12: (Retention Pond)

Beginning at a point which is South 89°59'10" West along the section line 653.00 feet and North 0°09'50" West 1346.60 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 237.00 feet; thence North 0°09'50" West 185.30 feet; thence North 89°59'10" East 237.00 feet; thence South 0°09'50" East 185.30 feet to the point of beginning. Contains 43,915.9 square feet or 1.008 acres.

Parcel 13-A

Beginning at a point which is North 0°09'50" West along the section line 786.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°50'10" West 110.50 feet; thence South 0°09'50" East 89.50 feet; thence South 89°50'10" West 199.00 feet; thence South 0°09'50" East 7.12 feet; thence South 89°50'10" West 135.50 feet; thence South 0°09'50" East 60.00 feet; thence South 89°50'10" West 155.00 feet; thence North 0°09'50" West 268.70 feet; thence North 89°50'10" East 370.50 feet; thence South 0°09'50" East 60.00 feet; thence North 89°59'10" East 229.50 feet; thence South 0°09'50" East 50.50 feet to the point of beginning. Contains 108,185.19 square feet or 2.484 acres.

Parcel 13-B:

Beginning at a point which is North 0°09'50" West along the section line 786.24 feet and South 89°50'10" West 53.00 feet and North 0°09'50" West 50.50 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°59'10" West 229.50 feet; thence North 0°09'50" West 60.00 feet; thence South 89°59'10" West 370.50 feet; thence North 0°09'50" West 450.00 feet; thence North 89°59'10" East 600.00 feet; thence South 0°09'50" East 60.00 feet; thence South 89°59'10" West 110.50 feet; thence South 0°09'50" East 129.50 feet; thence North 89°50'10" East 110.50 feet; thence South 0°09'50" East 320.79 feet to the point of beginning. Contains approximately 6.190 acres.