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E# 1147261 BK1604 PG1990  
DOUG CROFTS, WEBER COUNTY RECORDER  
31-JUL-91 1009 AM FEE \$57.50 DEP MH  
REC FOR: LANDMARK\_TITLE

**DECLARATION OF RESTRICTIONS  
AND  
GRANT OF EASEMENTS**

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DECLARATION OF RESTRICTIONS  
AND  
GRANT OF EASEMENTS

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**DECLARATION OF RESTRICTIONS  
AND GRANT OF EASEMENTS**

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("Declaration") is made as of the 30<sup>th</sup> day of July 1991 by and between Roy City Centre Realty Limited, a Utah limited partnership ("First Party"), and Albertson's, Inc., a Delaware corporation ("Albertson's").

**I. PRELIMINARY**

**1.1 Definitions:**

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

(b) "Building Area": All those areas on each Parcel shown as Building Area on Exhibit "A.2" attached hereto and incorporated herein by this reference, together with those portions of the Expansion Area which are from time to time covered by a building or other commercial structure.

(c) "Building Envelope": All those areas on each parcel which are within the area defined by the Building Limit Line as shown on Exhibit "A.2" attached hereto.

(d) "Building Pad": Each of the areas designated as Pad A, Pad B, Pad C, and Pad D on Exhibit "A.2", attached hereto.

(e) "Common Area": All those areas on each Parcel which are not Building Area together with those portions of the Building Area on each Parcel

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which are not from time to time actually covered by a building or other commercial structure or which cannot under the terms of this Declaration be used for buildings. Canopies which extend over the Common Area, together with any columns or posts supporting same, shall be deemed to be a part of the building to which they are attached and not a part of the Common Area.

(f) "Common Area Maintenance Agreement": That certain Common Area Maintenance Agreement between the parties hereto which encumbers the Shopping Center and is recorded concurrently herewith.

(g) "Consenting Owners": The Owners of Parcels 1, 2 and 4; provided, however, that in the event any such Owner sells its Parcel and becomes the Prime Lessee thereon, said Prime Lessee is hereby appointed the entity to cast the vote or give the consent for said Parcel on behalf of the Owner thereof so long as it is the Prime Lessee of said Parcel

(h) "Development Agreement": That certain Development Agreement between the parties hereto which encumbers the Shopping Center and is recorded concurrently herewith.

(i) "Expansion Area": All those areas on Parcel 2 located within the "Expansion Limit Line" shown on Exhibit "A-2."

(j) "First Party": Roy City Centre Realty Limited, a Utah limited partnership, whose current address is 2677 East Parley's Way, Salt Lake City, Utah 84109.

(k) "Floor Area": The total number of square feet of floor space in a building whether or not actually occupied including basement, subterranean, balcony and mezzanine space. Floor area shall be measured from the exterior line of the exterior walls and from the center line of any

which are not from time to time actually covered by a building or other commercial structure or which cannot under the terms of this Declaration be used for buildings. Canopies which extend over the Common Area, together with any columns or posts supporting same, shall be deemed to be a part of the building to which they are attached and not a part of the Common Area.

(f) "Common Area Maintenance Agreement": That certain Common Area Maintenance Agreement between the parties hereto which encumbers the Shopping Center and is recorded concurrently herewith.

(g) "Consenting Owners": The Owners of Parcels 1, 2 and 4; provided, however, that in the event any such Owner sells its Parcel and becomes the Prime Lessee thereon, said Prime Lessee is hereby appointed the entity to cast the vote or give the consent for said Parcel on behalf of the Owner thereof so long as it is the Prime Lessee of said Parcel

(h) "Development Agreement": That certain Development Agreement between the parties hereto which encumbers the Shopping Center and is recorded concurrently herewith.

(i) "Expansion Area": All those areas on Parcel 2 located within the "Expansion Limit Line" shown on Exhibit "A-2."

(j) "First Party": Roy City Centre Realty Limited, a Utah limited partnership, whose current address is 2677 East Parley's Way, Salt Lake City, Utah 84109.

(k) "Floor Area": The total number of square feet of floor space in a building whether or not actually occupied including basement, subterranean, balcony and mezzanine space. Floor area shall be measured from the exterior line of the exterior walls and from the center line of any

party or common interior walls without deduction for columns, walls or other structural or non-structural components.

(l) **"Lienholder"**: Any mortgagee under a mortgage or a trustee or beneficiary under a deed of trust constituting a lien on any Parcel.

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

(n) **"Parcel"**: Parcel 1, 2, 3, 4, 5, 6, 7 or 8 as shown on Exhibit 'A-1' and Exhibit 'A-2' and more particularly described in Schedule I attached hereto and incorporated herein by this reference.

(o) **"person"**: Individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity.

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

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

(r) **"Service Facilities"**: Loading docks, trash enclosures, bottle storage areas and other similar service facilities.

(s) **"Shopping Center"**: Parcels 1, 2, 3, 4, 5, 6, 7 and 8, collectively.

**1.2 Parties**: First Party is the Owner of Parcels 1, 3, 4, 5, 6, 7 and 8; and Albertson's is the Owner of Parcel 2. The Parcels are located at the

southwest corner of the intersection of 5600 South Street and 1900 West Street, in the City of Roy, County of Weber, State of Utah, as shown on Exhibits "A-1" and "A-2" and more particularly described in Schedule I attached hereto.

**1.3 Purpose:** The parties plan to develop the Shopping Center as an integrated retail sales complex for the mutual benefit of all real property in the Shopping Center and, therefore, hereby establish the Restrictions.

## II. BUILDING AND COMMON AREA DEVELOPMENT

**2.1 Building Location:** All buildings and other structures (except those permitted in Section 2.2 below) shall be placed or constructed upon the Parcels only in the Building Areas; provided, however, that canopies, eaves and roof overhangs (including columns or posts supporting same), normal foundations, utility cabinets and meters, signs and doors for ingress and egress may project from the Building Area into the Common Area, and provided further that buildings or structures may be located outside of the Building Area but anywhere within a Building Envelope on a Parcel, provided that the total area of all buildings on that Parcel do not exceed the maximum building square footage allowed for that Parcel (as indicated on Exhibit A-2 attached hereto) and provided that the building location and configuration does not result in a reduction of the total number of parking spaces located on that Parcel below the minimum number of parking spaces required by law for the uses on that Parcel. All of the foregoing shall be constructed and maintained in accordance with all local, state and federal laws, rules and regulations applicable thereto. All Building Areas on which buildings are not under construction on the date the Owner of Parcel 2 first opens its building



for business shall be covered by a one inch asphalt dust cap (or a compacted gravel base, provided, however, that any Building Area not occupied by a building on the date three (3) years from the date the Owner of Parcel 2 first opens its building for business shall promptly be covered by a one-inch asphalt dust cap, striped for parking as appropriate) and kept weed free and clean at the Owner's sole expense until such time as buildings are constructed thereon.

**2.2 Common Area:** The Common Area is hereby reserved for the sole and exclusive use of all Owners of the Shopping Center, their tenants, contractors, employees, agents, customers, licensees and invitees and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants. The Common Area may be used for vehicular driving, parking (except that there shall be no multi-level parking), pedestrian traffic, directional signs, sidewalks, walkways, landscaping, perimeter walls and fences, parking lot lighting, recycle centers, utilities and Service Facilities and for no other purpose unless otherwise specifically provided in this Declaration. No buildings or structures not shown on the Site Construction Documents approved pursuant to the Development Agreement shall be placed or constructed in the Common Area except pylon and directional signs (as provided in Article IV) paving, bumper guards or curbs, landscape planters, lighting standards, perimeter walls and fences, utility pads and equipment, recycle centers, sidewalks and, to the extent that they are located, and do not impede access, to the rear or sides of buildings, Service Facilities. The Common Area shall be constructed in accordance with the site plan attached hereto as Exhibit "A-2" and shall be kept and maintained as provided for in the

Common Area Maintenance Agreement. All portions of a Building Area which cannot be used for buildings shall be developed by the Owner thereof, at said Owner's sole cost and expense, in accordance with a site plan approved by the Consenting Owners and maintained as Improved Common Area. The sizes and arrangements of the Common Area improvements, including, without limitation, service drives and parking areas, striping, traffic directional arrows and signs, concrete bumpers, parking lot lighting, perimeter walls and fences, and landscaped areas, together with necessary planting, may not be changed without the prior written consent of the Consenting Owners; provided, however, that nothing contained in this Section 2.2 shall be in any way interpreted or construed to require the written consent of the Consenting Owners to the expansion of any building into the Expansion Area shown on Exhibit "A-2."

**2.3 Type and Design of Building:**

(a) Each building in the Shopping Center, now and in the future, shall be of first quality construction and architecturally designed so that its exterior elevations (including, without limitation, signs and color) will be architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. No building may be constructed nor the exterior of any existing building changed in any way (including, without limitation, signs and color) without the prior written approval of the Consenting Owners as to the exterior elevations (including, without limitation, signs and color) of the building to be constructed or modified. The standard signs and logos of Albertson's as they may exist from time to time and the opening, closing or relocation of any door, however, shall not require approval. Before the construction of any building or any modification of an existing building

which requires approval is commenced, sufficient information shall be sent to the Consenting Owners to enable the Consenting Owners to make a reasonable determination as to the architectural and aesthetic compatibility of said building or modification with all other buildings in the Shopping Center. No Consenting Owner may arbitrarily or unreasonably withhold its approval of the proposed building or modification if it is architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. Each Consenting Owner must approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and, if such Consenting Owner disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproval. If a Consenting Owner rejects or disapproves the proposal and fails to provide such explanation within the thirty (30) day period, such Consenting Owner shall be deemed to have approved same provided that, when the approval was sought, the one seeking the approval stated in writing to the one whose approval was sought that, if a disapproval with explanation was not made within the thirty (30) day period, approval would then be deemed to have been given. If the proposal is disapproved as provided herein, then an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal.

(b) Every building shall be either equipped with automatic sprinkler systems which meet all the standards of the Insurance Services Office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any building built upon any other Parcel. The purpose of this subparagraph (b) is to allow

buildings built on each Parcel to be fire rated as separate and distinct units without deficiency charge.

(c) No building shall be built in such a manner as to adversely affect the structural integrity of any other building in the Shopping Center.

(d) All buildings on Parcels 1, 2 and 4 shall be single story with mezzanine permitted and shall not exceed thirty-one (31) feet in height. No building on Parcels 3, 5, 6, 7 or 8 shall exceed one (1) story and twenty-two (22) feet in height (including mechanical fixtures and equipment and screening for same). No mezzanine or basement shall be used for the sale or display of merchandise.

(e) Each Owner shall maintain or cause to be maintained the exterior of any building located on such Owner's Parcel(s) in a quality and condition comparable to that of first class shopping centers of comparable size and nature located in the same geographic area as the Shopping Center. All Service Facilities shall be attractively screened from view from the parking areas.

**2.4 Construction Requirements:**

(a) All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any building, sign or Common Area improvements located in the Shopping Center shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (i) access to or from the Shopping Center, or any part thereof, to or from any public right-of-way, (ii) customer vehicular parking in that portion of the Improved Common Area located in front of any building constructed in the Shopping Center, or (iii) the receiving of merchandise by

any business in the Shopping Center including, without limitation, access to Service Facilities. Staging for the construction, replacement, alteration or expansion of any building, sign or Common Area Improvements located in the Shopping Center including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment shall be limited to that portion of the Shopping Center approved in writing by the Consenting Owners. Unless otherwise specifically stated herein, the person contracting for the performance of such work ("Contracting Party") shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all buildings, signs and Common Area Improvements damaged or destroyed in the performance of such work.

(b) The Contracting Party shall not permit any liens to stand against any Parcel for any work done or materials furnished in connection with the performance of the work described in subparagraph (a) above; provided, however, that the Contracting Party may contest the validity of any such lien, but upon a final determination of the validity thereof, the Contracting Party shall cause the lien to be satisfied and released of record. The Contracting Party shall, within thirty (30) days after receipt of written notice from the Owner or Prime Lessee of any Parcel encumbered by any such lien or claim of lien, cause any such outstanding lien or claim of lien to be released of record or transferred to bond in accordance with applicable law, failing which the Owner or Prime Lessee of said Parcel shall have the right, at the Contracting Party's expense, to transfer said lien to bond. The Contracting Party shall indemnify, defend and hold harmless the Owners and occupants of the

Shopping Center from any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action, arising out of or in any way connected with the performance of such work, unless caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

(c) The parties acknowledge and agree that incidental encroachments upon the Common Area may occur as a result of the use of ladders, scaffolds, store front barricades and similar facilities in connection with the construction, maintenance, repair, replacement, alteration or expansion of buildings, signs and Common Area improvements located in the Shopping Center, all of which are permitted hereunder so long as all activities requiring the use of such facilities are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with use of the improved Common Area or with the normal operation of any business in the Shopping Center.

**2.5 Casualty and Condemnation:** In the event all or any portion of any building in the Shopping Center is (i) damaged or destroyed by fire or other casualty, or (ii) taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, the Owner of such building shall promptly restore or cause to be restored the remaining portion of such building or, in lieu thereof, shall remove or cause to be removed the damaged portion of such building together with all rubble and debris related thereto. All Building Areas on which buildings are not reconstructed following a casualty or condemnation shall be graded or caused to be graded by the

Owner thereof to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Shopping Center or any portion thereof, shall be covered by a one inch asphalt dust cap (or a compacted gravel base, provided, however, that any Building Area not occupied by a building on the date three (3) years from the date the Owner of Parcel 2 first opens its building for business shall promptly be covered by a one-inch asphalt dust cap) and shall be kept weed free and clean at the Owner's sole cost and expense until buildings are reconstructed thereon.

**2.6 Indemnification:** Each Owner hereby agrees to indemnify, defend and hold harmless the other Owners and occupants from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's 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 the interior of any building or Service Facilities constructed on the indemnifying Owner's Parcel, unless caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

### III. EASEMENTS

**3.1 Ingress, Egress and Parking:** Each Owner, as grantor, hereby grants to the other Owners, their respective tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, for the benefit of each Parcel belonging to the other Owners, as grantees, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicular parking upon, over and across that portion of the Common



Area located on the grantor's Parcel(s), except for those areas devoted to Service Facilities or driveup or drive through customer service facilities. The reciprocal rights of ingress and egress set forth in this Section 3.1 shall apply to the Common Area for each Parcel as such area shall be increased pursuant to Section 2.2 above.

**3.2 Utility Lines and Facilities:**

(a) Each Owner, as grantor, hereby grants to the other Owners, for the benefit of each Parcel belonging to the other Owners, as grantees, a nonexclusive easement under, through and across the Common Area of the grantor's Parcel(s) for the installation, operation, maintenance, repair and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones, electrical conduits or systems, gas mains and other public or private utilities. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service (including temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of any buildings or improvements located in the Shopping Center). The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the Improved Common Area or with the normal operation of any business in the Shopping Center. The grantee shall bear all costs related to the installation, operation, maintenance, repair and replacement of such easement facilities, shall repair to the original specifications any damage to



the Common Area resulting from such use and shall provide as-built plans for all such facilities to the Owners of all Parcels upon which such utility lines and facilities are located within thirty (30) days after the date of completion of construction of same.

(b) At any time and from time to time the Owner of a Parcel shall have the right to relocate on its Parcel any utility line or facility installed pursuant to the foregoing grant of easement which is then located on the land of such Owner, provided that any such relocation (i) shall be performed only after sixty (60) days notice of the Owner's intention to undertake the relocation shall have been given to the Owner of each Parcel served by the utility line or facility, (ii) shall not unreasonably interfere with or diminish utility service to the Parcels served by the utility line or facility, (iii) shall not reduce or unreasonably impair the usefulness or function of the utility line or facility, (iv) shall be performed without cost or expense to the Owner or occupant of any other Parcel, and (v) shall provide for the original and relocated area to be restored to the original specifications. The Owner performing such relocation shall provide as-built plans for all such relocated utility lines and facilities to the Owners of all Parcels served by such utility lines and facilities within thirty (30) days after the date of completion of such relocation.

(c) Each Owner agrees to grant such additional easements as are reasonably required by any public or private utility for the purpose of providing the utility lines and facilities described herein provided such easements are not otherwise inconsistent with the provisions of this Declaration, and provided that such easements do not interfere with or limit use of Building Areas as shown on Exhibit A-2 attached hereto.

**3.3 Signs:** Each Owner, as grantor, hereby grants to the other Owners, for the benefit of each Parcel belonging to the other Owners, as grantees, an easement under, through and across the Common Area of the grantor's Parcel(s) for the installation, operation, maintenance, repair and replacement of the free-standing signs referred to in Section 4.3 of this Declaration and all utility lines and facilities appurtenant thereto. Except where otherwise specifically stated herein to the contrary, the grantee(s) shall bear all costs related to the installation, maintenance, repair and replacement of its free-standing sign and appurtenant facilities, shall repair to the original specifications any damage to the Common Area resulting from such use and shall provide as-built plans for all such facilities to the Owners of all Parcels upon which such facilities are located within thirty (30) days after the date of completion of construction of same.

**3.4 Building Encroachments:** Each Owner, as grantor, hereby grants to the other Owners, for the benefit of each Parcel belonging to the other Owners, as grantees, an easement for any portion of any building or structure located on any such Parcel which may encroach into or over the grantor's adjoining Parcel(s) provided the easement for footings, piers, piles, grade beams and building encroachments does not exceed two (2) feet, and the easement for canopies, eaves and roof overhangs does not exceed four (4) feet, and provided that the encroachments do not diminish the buildable area of the servient parcel. The easements granted in this Section 3.4 shall survive this Declaration and shall last so long as the encroaching building is standing following its initial construction or following its reconstruction where such

building is substantially restored to its prior condition following a casualty or condemnation.

**3.5 Special Easement and Covenant:** Each Owner of Parcels 3 and 6 as grantor, hereby grants to Albertson's and Albertson's employees, agents, customers, licensees and invitees, a non-exclusive easement for ingress and egress for vehicular and pedestrian traffic upon, over and across, and an exclusive easement for vehicular parking upon that portion of Parcels 3 and 6 included within the property described in Schedule 3, attached hereto and incorporated herein by this reference. Each Owner of Parcels 3 and 6 for himself and his successors, assigns, tenants and lienholder, hereby covenants with Albertson's that such Owner and his successors, assigns, tenants and lienholders will not undertake, obtain or willfully allow any act or action which would disturb or interfere with Albertson's (and Albertson's employees, agents, customers, licensees and invitees) use of the easement provided in this paragraph 3.6. Notwithstanding any other provision, easement or restriction set forth in this Declaration, Albertson's shall have the right to continued exclusive occupancy and use of the Property described in Schedule 3 attached hereto until the opening for business of the new Albertson's store to be constructed within the Building Area of Parcel 2. Notwithstanding the foregoing, First Party shall have the right to convey the property described in Schedule 4, attached hereto and incorporated herein by this reference, to First Security Bank of Utah, N.A., and to construct or obtain construction of curb, paving and landscaping improvements thereon so long as such improvements (or their construction) do not interfere with Albertson's use of the remainder of the property described in Schedule 3 attached hereto. The easements and

covenant provided by this paragraph 3.6 shall terminate upon the opening for business of the new Albertson's store to be constructed within the Building Area of Parcel 2 (provided, however, that the termination of the easements and covenant provided in this paragraph 3.6 shall not affect or abrogate any other easements, rights or covenants set forth elsewhere in this Declaration).

**IV. OPERATION OF COMMON AREA**

**4.1. Parking:** There shall be no charge for parking in the Common Area without the prior written consent of the Consenting Owners or unless otherwise required by law.

**4.2 Employee Parking:** Anything in this Declaration to the contrary notwithstanding, upon the request of any of the Consenting Owners, specific areas to be used for motor vehicle parking by employees of occupants of the Shopping Center shall be designated within the Shopping Center from time to time with the prior written consent of the Consenting Owners as to the areas to be so designated, such consent not to be unreasonably withheld. Employees of any Owner or occupant of any part of the Shopping Center shall use only those portions of the Common Area so designated for such motor vehicle parking purposes. In no event shall employees park within two hundred (200) feet of the front of any building located on Parcel 2. The authority herein granted shall be exercised in such manner as not to discriminate against any Owner or occupant of the Shopping Center.

**4.3 Signs:**

(a) Subject to governmental approval, free-standing signs shall be erected at each of the two locations designated "Center Pylon Sign" on Exhibit "A-2." Such signs shall display the designation of the Owner or

occupant of Parcel 2 and, provided the amount of signage otherwise permitted by governmental authority to the Owner or occupant of Parcel 2 is not adversely affected thereby, designations for not more than two (2) other businesses in the Shopping Center (or, at the option of the Owner of Parcel 4, a Shopping Center designation and one (1) other business in the Shopping Center), provided however, that no office tenant or military recruiting center shall be entitled to a designation thereon. Any such business, in order to display its designation on the Center Pylon Sign, must occupy not less than 3,000 square feet of ground floor area. The cost of maintaining, repairing and replacing the Center Pylon Sign structures (excluding electrical hookup to the Common Area meter) 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. Each person displaying a designation on the Center Pylon Signs shall supply and maintain its own sign fascia and can. The design of the Center Pylon Sign structures shall be subject to the approval of the Consenting Owners, as shall be the size, design and location of the sign fascia used; provided, however, that Albertson's and other persons occupying not less than 5,000 square feet of ground floor area may use such standard fascia as they from time to time use generally in carrying on their businesses. The Owner or occupant of Parcel 2 shall have the top designation on the Center Pylon Signs (or the next designation after the Shopping Center designation if the Owner of Parcel 4 shall elect to substitute a Shopping Center designation for one of its business designations).

The Owner of Parcel 4 shall have the right to substitute a Shopping Center designation for any one of its business designations.

(b) Subject to governmental approval, the Owner of each of Parcels 6, 7, and 8 shall have the right to erect a free-standing monument sign, not to exceed six (6) feet in height, on each of such Parcels at the location indicated as "Monument Sign" on Exhibit A-2, attached hereto, provided however, that the design of each such Monument Sign structure and the size, design and location of the sign fascia used shall be subject to the approval of the Consenting Owners.

(c) There shall be no other signs, except directional signs and signs on buildings, in the Shopping Center. All exterior building signs on Parcels 1, 3, 4, 5, 6, 7 and 8 shall be restricted to identification of the business or service located or provided therein. No exterior building sign shall be placed on penthouse walls, extend above the building silhouette line or be painted on the exterior building surface. No exterior building or free-standing sign shall utilize flashing, moving or audible lights or appurtenances.

**4.4 Protection of Common Areas:** Each Owner and Prime Lessee shall have the right to take such steps as it deems necessary to prevent those persons not authorized by this Declaration to use the Common Area from using the Common Area for ingress, egress and parking. Such steps shall include, without limitation, the construction of fences, walls or barricades along the boundary lines of any portion of the Shopping Center except along the common boundary line of any Parcel with any other Parcel.

**4.5 Sales:** So long as a grocery/supermarket is operating on Parcel 2, no portion of the Common Area, except sidewalks, shall be used for the sale or display of merchandise; except that the seasonal sale of merchandise: (a) by the occupant of Parcel 2 shall be permitted from the parking lot located on Parcel 2 subject to the following restrictions: (i) sales shall be limited to not more than four (4) occasions per calendar year for a cumulative total of not more than sixty (60) days duration, (ii) the sales area shall be limited to not more than twenty (20) parking spaces located on Parcel 2, (iii) all booths, stands, displays and other structures erected in connection with such sales shall be promptly removed by the Owner or occupant of Parcel 2 upon termination of said activities, (iv) the Common Area shall be promptly repaired to its condition immediately prior to said sale at the sole cost and expense of the Owner or occupant of Parcel 2, and (v) sales shall not interfere with the free movement of vehicular traffic within the Shopping Center or with access to or from the Shopping Center, or any part thereof, to or from any public right-of-way, and (b) by the owner(s) of Parcels 1 and 4 shall be permitted from the undeveloped Building Area or parking lot of Parcels 1, 4 and 8 (provided that Parcel 8 may only be used for such sales so long as it is owned by the Owner of Parcel 1) subject to the following restrictions: (i) the location shall not be closer than 200 feet from any of Albertson's (or Albertson's successor in interests) front customer entrance doors; (ii) sales on Parcels 1 4 and 8, collectively, shall be limited to not more than three (3) occasions (and one sale location per occasion) per calendar year for a cumulative total of not more than sixty (60) days duration; (iii) the sales area shall be limited to not more than twenty (20) parking spaces or an equivalent

area on a Parcel; (iv) no more than one sale shall be conducted at any time; (v) all booth, stands, displays and other structures erected in connection therewith shall be promptly repaired to its condition immediately prior to said sale at the sole cost and expense of First Party or its successor; (vi) sales shall not interfere with the free movement of vehicular traffic within the Shopping Center or with access to or from the Shopping Center, or any part thereof, to or from any public right of way; and (vii) the owner of the subject Parcel shall obtain Albertson's written approval of said use, which approval shall not be withheld unreasonably. It is understood that the occupant of Parcel 2 reserves the first right to sell Christmas trees and fireworks, and the owner of Parcels 1 and 4 shall not sell or authorize the sale of Christmas trees if the occupant of Parcel 2 is selling Christmas trees from a portion of the Common Area, or authorize the sale of fireworks if the occupant of Parcel 2 is selling fireworks in its store or from a portion of the Common Area.



**V. RESTRICTIONS ON USE**

**5.1 Food and Drug Restrictions:** During such time as a grocery/supermarket is operated on Parcel 2, no other Parcel constituting a part of the Shopping Center shall be used as a supermarket (which shall be defined as any store or department containing at least 5,000 square feet of floor area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption); as a bakery or delicatessen; for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption; for the sale of alcoholic beverages for off-premises consumption; or for the sale or offer for sale of any ethical pharmaceutical products requiring the services of a registered pharmacist.

**5.2 Shopping Center Restrictions:** No part of the Shopping Center shall be used as a bar, tavern, cocktail lounge, adult book or adult video store, warehouse, car wash, or for industrial purposes. During such time as a grocery/supermarket is operated on Parcel 2, no part of the Shopping Center shall be used as an automotive maintenance or repair facility (except as expressly allowed by paragraph 5.3(a) of this Declaration), entertainment or recreational facility or training or educational facility; or for the renting, leasing or selling of or displaying for the purpose of renting, leasing or selling of any boat, motor vehicle or trailer. For the purpose of this Declaration, the phrase "entertainment or recreational facility" shall include, without limitation, a theater, bowling alley, skating rink, gym, health spa or studio (excluding weight loss centers and tanning salons), dance hall, billiard or pool hall, massage parlor, game parlor or video arcade (which shall be defined as any store containing more than four [4] electronic games). The phrase "training

or educational facility" shall include, without limitation, a beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees as opposed to customers.

**5.3 Location Restrictions:** During such time as a grocer/supermarket is operating on Parcel 2, the following locational restrictions shall apply:

(a) Automotive maintenance facilities such as a quick lube, glass repair, tune-up or tire store shall be permitted only on: (i) Pad A or Pad B; or (ii) the Building Area designated on Exhibit A-2 attached hereto as Building A (provided all doors face north or west). Notwithstanding the above, there shall be no outside storage of vehicles or materials, or any repair work being performed outside of the buildings and the premises shall be maintained in a neat and clean condition similar to the remainder of the Shopping Center.

(b) No part of any Parcel within 100 feet of the front doors of the building on Parcel 2 shall be used as a restaurant or as a medical, dental, or professional office or business office or a military recruiting center. The southerly 36 feet of Building A shall be used only for retail uses. The total floor area of all restaurants, medical, dental, professional and business offices located on Parcels 1 and 4 shall not exceed 7,000 square feet. Only one (1) military recruiting center shall be allowed on Parcels 1 or 4, which military recruiting center shall not exceed 4,500 square feet in area. No single uses of restaurants, medical, dental, professional or business offices on Parcels 1 or 4 shall exceed 2,000 square feet. Any lease of space located on Parcels 1 or 4 for use as a military recruiting center shall require the employees of the tenant, and all automobiles owned or leased by the tenant or affiliated or

related entities or agencies, to be parked in parking areas lying west of the Building Area of Building A, and parking of automobiles by said tenant, affiliate or related party or their employees in any other area of the Shopping Center is prohibited.

**5.4 Driveup and Drive Through Facilities:** No restaurant, bank or other facility featuring vehicular driveup or drive through customer service shall be located in the Shopping Center unless the Consenting Owners have first given their written consent, which shall not be unreasonably withheld, to the location, parking and drive lanes of such facility. The parties hereby approve the vehicular driveup and drive through customer service facilities shown on Exhibit "A-2," provided, however, that the drive up facility shown on the north side of "Building A" on Parcel 1 shall be located not less than 44 feet west of the easterly Building Area line of "Building A" as shown on Exhibit A-2, that the drive up aisle shall be separated from the adjacent Common Area drive aisle by an appropriate curb wall, and that a stop sign shall be placed and maintained at the intersection of the drive aisle adjacent to the drive through aisle and the main drive aisle located in front of "Building A", stopping traffic on the drive aisle adjacent to the drive through before that traffic enters the main drive aisle in front of "Building A."

**5.5 Mall Restrictions:** There shall be no open or enclosed malls in the Shopping Center unless the Consenting Owners have first given their written consent, which shall not be unreasonably withheld, to the location of the entrance to such mall.

**5.6 Force Majeure:** For purposes of the provisions and restrictions of paragraphs 5.1, 5.2 and 5.3 hereinabove, a temporary closure of a

grocery/supermarket for any of the following reasons shall not be deemed to be a discontinuance of the operation of a grocery/supermarket on Parcel 2: (i) strikes, lockouts or other labor difficulties, fire or other casualty, condemnation, war, riot, insurrection, act of God, the requirements of any local, state or federal law, rule or regulation or any other reason beyond the reasonable control of the Owner or occupant of Parcel 2, (ii) the initial construction of Albertson's Building (as defined in the Development Agreement) or the Common Area improvements, or (iii) temporary closure due to the restoration, reconstruction, expansion, alteration or remodeling of Albertson's Building or the Common Area Improvements.

**VI. GENERAL PROVISIONS**

**6.1 Covenants Run With the Land:** Each Restriction on each Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and each part thereof and shall run with the land.

**6.2 Successors and Assigns:** This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, successors and assigns, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise; provided, however, that if any Owner sells all or any portion of its interest in any 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 Declaration after the sale and conveyance of title but shall remain liable for all obligations arising under this Declaration 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 Declaration with respect to such Parcel or portion thereof after the date of sale and conveyance of title.

**6.3 Duration:** Except as otherwise provided herein, the term of this Declaration shall be for sixty-five (65) years from the date hereof.

**6.4 Injunctive Relief:** In the event of any violation or threatened violation by any person of any of the Restrictions contained in this Declaration, any or all of the Owners and Prime Lessees of the property included within the Shopping Center shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration or provided by law.

**6.5 Modification and Termination:** This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the Owners and Prime Lessees of the Parcels containing ninety percent (90%) of the total square footage of Building Area in the Shopping Center at the time of such modification or termination, and then only by written instrument duly executed and acknowledged by all of the required Owners and Prime Lessees and recorded in the office of the recorder of the county in which the Shopping Center is located. No modification or termination of this Declaration shall affect the rights of any Lienholder unless the Lienholder consents in writing to the modification or termination.

**6.6 Method of Approval:** 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 other Owner or Prime Lessee, then that Parcel shall not be entitled to vote. In the event a Parcel is not entitled to vote, its consent or approval shall not be necessary and the total square footage of Building Area located on said Parcel shall be disregarded for the purpose of computing the percentage requirement set forth in Section 6.5. Except as otherwise set forth in Section 6.5, 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 Declaration to the contrary notwithstanding.

**6.7 Not a Public Dedication:** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

**6.8 Breach Shall Not Permit Termination:** It is expressly agreed that no breach of this Declaration shall entitle any Owner to terminate this Declaration, but such limitation shall not affect in any manner any other rights

or remedies which such Owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

**6.9 Default:** A person shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from any Owner or Prime Lessee specifying the particulars in which such person has failed to perform the obligations of this Declaration unless such person, prior to the expiration of said thirty (30) days (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default. However, such person shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

**6.10 Notices:**

(a) All notices given pursuant to this Declaration shall be in writing and shall be given by personal delivery, by United States mail or by United 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 of the county in which the Shopping Center is located. All notices to First Party or Albertson's shall be sent to the person and address set forth below:

**First Party:** Roy City Centre Realty Limited  
c/o Woodbury Amsource, Inc.  
2677 East Parley's Way  
Salt Lake City, UT 84109  
Attention: John R. Gaskill and  
W. Richards Woodbury

**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 Declaration shall be deemed given upon receipt.

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

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

**6.12 Attorney's Fees:** In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this



Declaration, the prevailing party in any such action or proceeding shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

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

**6.14 Severability:** If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

**6.15 Not a Partnership:** The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to

create, a joint venture, partnership, or any other similar relationship between the parties.

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

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

**6.18 Entire Agreement:** This Declaration 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 Declaration shall be construed as a whole and not strictly for or against any party.

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

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

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

EXECUTED as of the day and year first above written.

**ALBERTSON'S**

Albertson's, Inc.,  
a Delaware corporation

**FIRST PARTY:**

Roy City Centre Realty Limited,  
a Utah limited partnership

BY: Woodbury Amsource, Inc.,  
Managing General Partner

BY: Thomas R. Saldin  
Senior Vice President

BY: John R. Gaskill  
John R. Gaskill, President

BY: W. Richards Woodbury  
W. Richards Woodbury,  
Vice President

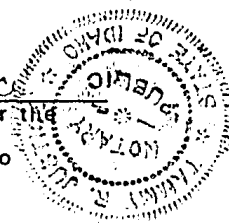
STATE OF IDAHO }  
County of Ada } ss.

On this 30th day of July 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas R. Saldin, to me known to be a Senior Vice President of Albertson's, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

My commission expires:  
1/24/95

Sammy R. Justice  
Notary Public in and for the  
State of Idaho  
Residing at Boise, Idaho



*MSJ*

STATE OF UTAH )  
County of Weber ) ss.

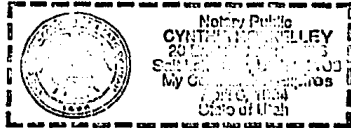
On this 26 day of July 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared John R. Gaskill and W. Richard Woodbury, known or identified to be the President and Vice President, respectively, of Woodbury Amsource, Inc., a corporation and the managing general partner of Roy City Centre Realty Limited, a Utah limited partnership, the limited partnership that executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of said corporation acting as managing general partner of Roy City Centre Realty Limited, and that Roy City Centre Realty Limited executed the foregoing document.

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

My commission expires:

April 6, 1994

Cynthia Rossley  
Notary Public in and for the  
State of Utah  
Residing at Salt Lake County



*[Handwritten mark]*

DECLARATION OF RESTRICTIONS  
AND  
GRANT OF EASEMENTS

Exhibit List

- Exhibit A-1 - Parcel Map (Parcels 1-8)
- Exhibit A-2 - Site Plan
- Schedule 1 - Legal Description of Parcels 1-8
- Schedule 2 - No Schedule
- Schedule 3 - Legal Description of Old Albertson's Parcel
- Schedule 4 - Legal Description of FSB Exchange Parcel

~~09-101-0001~~  
~~09-101-0002~~  
~~09-101-0003~~  
~~09-101-0007~~  
~~09-101-0008~~  
~~09-101-0010~~  
~~09-101-0011~~  
~~09-101-0012~~  
~~09-101-0015~~  
~~09-101-0031~~  
~~09-113-025~~  
~~09-113-030~~

or

or

PARCEL 1  
ROY CITY CENTRE

Beginning at a point on the south right-of-way line of 5600 South Street, said point being North 89° 43'34" West 594.02 feet along the section line and South 00° 16'26" West 40.83 feet from the Northeast Corner of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian and running;

Thence, South 00° 27'51" West 208.14 feet;  
Thence, South 89° 32'09" East 119.32 feet;  
Thence, North 00° 27'51" East 208.80 feet to the south right-of-way line of 5600 South Street;  
Thence, along the southerly right-of-way line of 5600 South Street, North 89° 50'57" West 119.32 feet to the point of beginning.

Area equals 24,873 sq. ft. (0.5710 acres).

Basis of bearing: Section line from the Northeast Corner to the East Corner South 00° 27'51" West.

09-101-0001 27

LSW/rg/#48/Parcel1.Des  
July 12, 1991

PARCEL 2  
ALBERTSON'S PARCEL  
ROY CITY CENTRE

Beginning at a point on the west right-of-way line of 1900 West Street, said point being South  $00^{\circ} 27' 51''$  West 386.43 feet and North  $89^{\circ} 32' 09''$  West 50.00 feet from the Northeast Corner of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian and running;

Thence, along the westerly right-of-way line of 1900 West Street, South  $00^{\circ} 27' 51''$  West 38.70 feet;  
 Thence, North  $89^{\circ} 32' 09''$  West 145.00 feet;  
 Thence, South  $00^{\circ} 27' 51''$  West 110.00 feet;  
 Thence, North  $89^{\circ} 32' 09''$  West 279.57 feet;  
 Thence, North  $00^{\circ} 27' 51''$  East 32.68 feet;  
 Thence, North  $89^{\circ} 32' 09''$  West 221.33 feet;  
 Thence, South  $00^{\circ} 27' 45''$  West 215.39 feet to the north right-of-way line of 5700 South Street;  
 Thence, along the north right-of-way line of 5700 South Street North  $89^{\circ} 40' 56''$  West 30.00 feet;  
 Thence, North  $00^{\circ} 27' 45''$  East 674.39 feet to the south right-of-way line of 5600 South Street;  
 Thence, along the southerly right-of-way line of 5600 South Street, South  $89^{\circ} 50' 57''$  East 29.21 feet;  
 Thence, South  $00^{\circ} 27' 45''$  West 201.58 feet;  
 Thence, South  $89^{\circ} 32' 09''$  East 70.80 feet;  
 Thence, South  $00^{\circ} 27' 51''$  West 6.00 feet;  
 Thence, South  $89^{\circ} 32' 09''$  East 151.33 feet;  
 Thence, North  $00^{\circ} 27' 51''$  East 208.80 feet to the southerly right-of-way line of 5600 South Street;  
 Thence, along the southerly right-of-way line of 5600 South Street, South  $89^{\circ} 50' 57''$  East 15.00 feet;  
 Thence, South  $00^{\circ} 27' 51''$  West 213.88 feet;  
 Thence, South  $89^{\circ} 32' 09''$  East 245.23 feet;  
 Thence, South  $00^{\circ} 27' 51''$  West 82.50 feet;  
 Thence, South  $89^{\circ} 32' 09''$  East 39.33 feet;  
 Thence, South  $00^{\circ} 27' 51''$  West 48.00 feet;  
 Thence, South  $89^{\circ} 32' 09''$  East 125.00 feet to the point of beginning.

Area equals 162,398 sq. ft. (3.7281 acres).

Basis of bearing: Section line from the Northeast Corner to the East Corner South  $00^{\circ} 27' 51''$  West.

LSW/rq/#48/Parcel2.Des  
July 29, 1991

PARCEL 3  
ROY CITY CENTRE

Beginning at a point on the south right-of-way line of 5600 South Street, said point being North 89° 43'34" West along the section line 459.71 feet and South 00° 16'26" West 40.45 feet from the Northeast Corner of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian and running:

Thence, South 00° 27'51" West 213.88 feet;  
Thence, South 89° 32'09" East 245.23 feet;  
Thence, North 00° 27'51" East 56.25 feet;  
Thence, South 89° 32'09" East 164.33 feet to the west  
right-of-way line of 1900 West Street;  
Thence, along the west right-of-way line of 1900 West Street,  
North 00° 27'51" East 21.25 feet;  
Thence, North 89° 32'09" West 180.00 feet;  
Thence, South 00° 27'51" West 6.70 feet;  
Thence, North 89° 32'09" West 166.00 feet;  
Thence, North 00° 27'51" East 143.41 feet to the southerly  
right-of-way line of 5600 South Street;  
Thence, along the southerly right-of-way line of 5600 South  
Street, North 89° 50'57" West 63.57 feet to the point of  
beginning.

Area equals 29,900 sq. ft. (0.6864 acres).

Basis of bearing: Section line from the Northeast Corner to  
the East Corner South 00° 27'51" West.

09-101-0003 P

*Handwritten signature*

LSW/rg/#48/Parcel3.Des  
July 29, 1991



E# 1147261 BK1604 P62029

PARCEL 4  
PAYLESS DRUG PARCEL  
ROY CITY CENTRE

Beginning at a point on the west right-of-way line of 1900 West Street, said point being South  $00^{\circ} 27'51''$  West 612.63 feet along the section line and North  $89^{\circ} 32'09''$  West 50.00 feet from the Northeast Corner of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian and running:

Thence, North  $89^{\circ} 32'09''$  West 116.00 feet;  
Thence, North  $00^{\circ} 27'51''$  East 12.50 feet;  
Thence, North  $89^{\circ} 32'09''$  West 29.00 feet;  
Thence, North  $00^{\circ} 27'51''$  East 65.00 feet;  
Thence, North  $89^{\circ} 32'09''$  West 279.57 feet;  
Thence, North  $00^{\circ} 27'51''$  East 32.68 feet;  
Thence, North  $89^{\circ} 32'09''$  West 221.33 feet;  
Thence, South  $00^{\circ} 27'45''$  West 215.39 feet to the north right-of-way line of 5700 South Street;  
Thence, along the northerly right-of-way line of 5700 South Street, South  $89^{\circ} 40'56''$  East 555.89 feet;  
Thence, North  $00^{\circ} 27'51''$  East 90.00 feet;  
Thence, South  $89^{\circ} 40'56''$  East 90.00 feet to the west right-of-way line of 1900 West Street;  
Thence, along the westerly right-of-way line of 1900 West Street, North  $00^{\circ} 27'51''$  East 13.56 feet to the point of beginning.

Area equals 105,738 sq.ft. (2.4274 acres).

Basis of bearing: Section line from the Northeast Corner to the East Corner South  $00^{\circ} 27'51''$  West.

09-101-0015-#

LSW/rq/#48/Parcel4.Des  
July 29, 1991

PARCEL 5  
PAD A  
ROY CITY CENTRE

Beginning at a point on the south right-of-way line of 5600 South Street, said point being North 89° 43'34" West along the section line 594.02 feet and South 00° 16'26" West 40.83 feet from the Northeast Corner of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian and running;

Thence, South 00° 27'51" West 208.14 feet;  
Thence, North 89° 32'09" West 32.01 feet;  
Thence, North 00° 27'51" East 6.00 feet;  
Thence, North 89° 32'09" West 70.80 feet;  
Thence, North 00° 27'45" West 201.58 feet to the south right-of-way line of 5600 South Street;  
Thence, along the southerly right-of-way line of 5600 South Street, South 89° 50'57" East 102.82 feet to the point of beginning.

EAST

Area equals 20,945 sq. ft. (0.4808 acres).

Basis of bearing: Section line from the Northeast Corner to the East Corner South 00° 27'51" West.

09-101-0001 PT

LSW/rg/#48/Parcel5.Des  
July 12, 1991

PARCEL 6  
PAD B  
ROY CITY CENTRE

Beginning at a point on the south right-of-way line of 5600 South Street, said point being North  $89^{\circ} 43' 34''$  West 230.14 feet along the section line and South  $00^{\circ} 16' 26''$  West 40.05 feet from the Northeast Corner of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian and running;

Thence, South  $00^{\circ} 27' 51''$  West 144.32 feet;  
Thence, North  $89^{\circ} 32' 09''$  West 166.00 feet;  
Thence, North  $00^{\circ} 27' 51''$  East 143.41 feet to the south right-of-way line of 5600 South Street;  
Thence, along the southerly right-of-way line of 5600 South Street, South  $89^{\circ} 50' 57''$  East 166.00 feet to the point of beginning.

Area equals 23,882 sq. ft. (0.5482 acres).

Basis of bearing: Section line from the Northeast Corner to the East Corner South  $00^{\circ} 27' 51''$  West.

09-101-0003 Pt

LSW/rg/448/Parcel6.Des  
July 12, 1991

PARCEL 7  
PAD C  
ROY CITY CENTRE

Beginning at a point on the West right-of-way line of 1900 West Street, said point being South  $00^{\circ} 27'51''$  West 386.43 feet along the section line and North  $89^{\circ} 32'09''$  West 50.00 feet from the Northeast Corner of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian and running;

Thence, North  $89^{\circ} 32'09''$  West 125.00 feet;

Thence, North  $00^{\circ} 27'51''$  East 48.00 feet;

Thence, North  $89^{\circ} 39'09''$  West 39.33 feet;

Thence, North  $00^{\circ} 27'51''$  East 138.75 feet;

Thence, South  $89^{\circ} 32'09''$  East 164.33 feet to the west right-of-way line of 1900 West Street;

Thence, along the westerly right-of-way line of 1900 West Street, South  $00^{\circ} 27'51''$  West 186.75 feet to the point of beginning.

Area equals 28,801 sq. ft. (0.6612 acres).

Basis of bearing: Section line from the Northeast Corner to the East Corner South  $00^{\circ} 27'51''$  West.

09-101-0003 Pt

LSW/rg/#48/Parcel7.Des  
July 18, 1991  
\*\*

E# 1147261 BK1604 PE2029 D

PARCEL 8  
PAD D  
ROY CITY CENTRE

Beginning at a point on the west right-of-way line of 1900 West Street, said point being South  $00^{\circ} 27'51''$  West 612.63 feet along the section line and North  $89^{\circ} 32'09''$  West 50.00 feet from the Northeast Corner of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian and running;

Thence, North  $89^{\circ} 32'09''$  West 116.00 feet;  
Thence, North  $00^{\circ} 27'51''$  East 12.50 feet;  
Thence, North  $89^{\circ} 32'09''$  West 29.00 feet;  
Thence, North  $00^{\circ} 27'51''$  East 175.00 feet;  
Thence, South  $89^{\circ} 32'09''$  East 145.00 feet to the west right-of-way line of 1900 West Street;  
Thence, along the westerly right-of-way line of 1900 West Street, South  $00^{\circ} 27'51''$  West 187.50 feet to the point of beginning.

Area equals 26,825 sq.ft. (0.6158 acres).

Basis of bearing: Section line from the Northeast Corner to the East Corner, South  $00^{\circ} 27'51''$  West.

09-101-0015 Pt

LSW/rq/#48/Parcel8.Des  
July 12, 1991

SCHEDULE 3

The following described real property situated in the County of Weber, State of Utah, to wit:

Part of the Northeast Quarter of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U. S. Survey, described as follows:

BEGINNING at a point on the West line of State Highway U.S. 91, said point being South 0°10' West 219.30 feet along the East line of the Section, and South 89°59' West 50.00 feet parallel to the North line of the Section from the Northeast corner of said Section 23, and running thence North 0°10' East 41.00 feet along the West line of the State Highway; thence South 89°59' West 150.00 feet; thence North 0°10' East 138.30 feet to the South line of 5600 South Street (Roy Road); thence South 89°59' West 259.00 feet along said South line; thence South 0°10' West 347.30 feet; thence North 89°59' East 195.00 feet along the North line of land conveyed to A. L. Williams & Sons Shopping Center, Inc., a Utah Corporation, by deed recorded in Book 729, Page 643 of Records; thence North 0°10' East 67.30 feet along the West line of the Joseph L. Taylor and Josephine H. Taylor land; thence South 89°29' East 63.80 feet along the North line of an existing building; thence North 0°10' East 102.30 feet; thence South 89°38' East 150.19 feet to the point of BEGINNING.

EXCEPTING THEREFROM the following described portion thereof: BEGINNING at a point which is North 89°38' West 150.19 feet, South 0°10' West 102.30 feet, North 89°29' West 63.80 feet, South 0°10' West 13.80 feet, and South 89°59' West 25.30 feet from the point of beginning of the above described parcel, and running thence North 89°50' West 25.00 feet along the South side of the South wall of a building; thence North 0°10' East 90.00 feet along the East side of a 1.0 foot party wall; thence South 89°50' East 25.00 feet; thence South 0°10' West 90.00 feet parallel to and 0.40 feet East of the East wall of the building, to the point of BEGINNING.

ALSO EXCEPTING THEREFROM the following described property conveyed to Roy City Corporation in that certain Quit Claim Deed recorded June 6, 1967 in Book 863 at Page 127 of the Official Records, to-wit: BEGINNING at a point on the South line of 5600 South Street, which is South 89°59' West 200 feet and South 0°10' West 33 feet from the Northeast corner of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian, United States Survey; running thence South 0°10' West 7 feet; thence South 89°59' West 259 feet; thence North 0°10' East 7 feet; thence North 89°59' East 259 feet to the point of BEGINNING.

+

*Handwritten signature or initials*

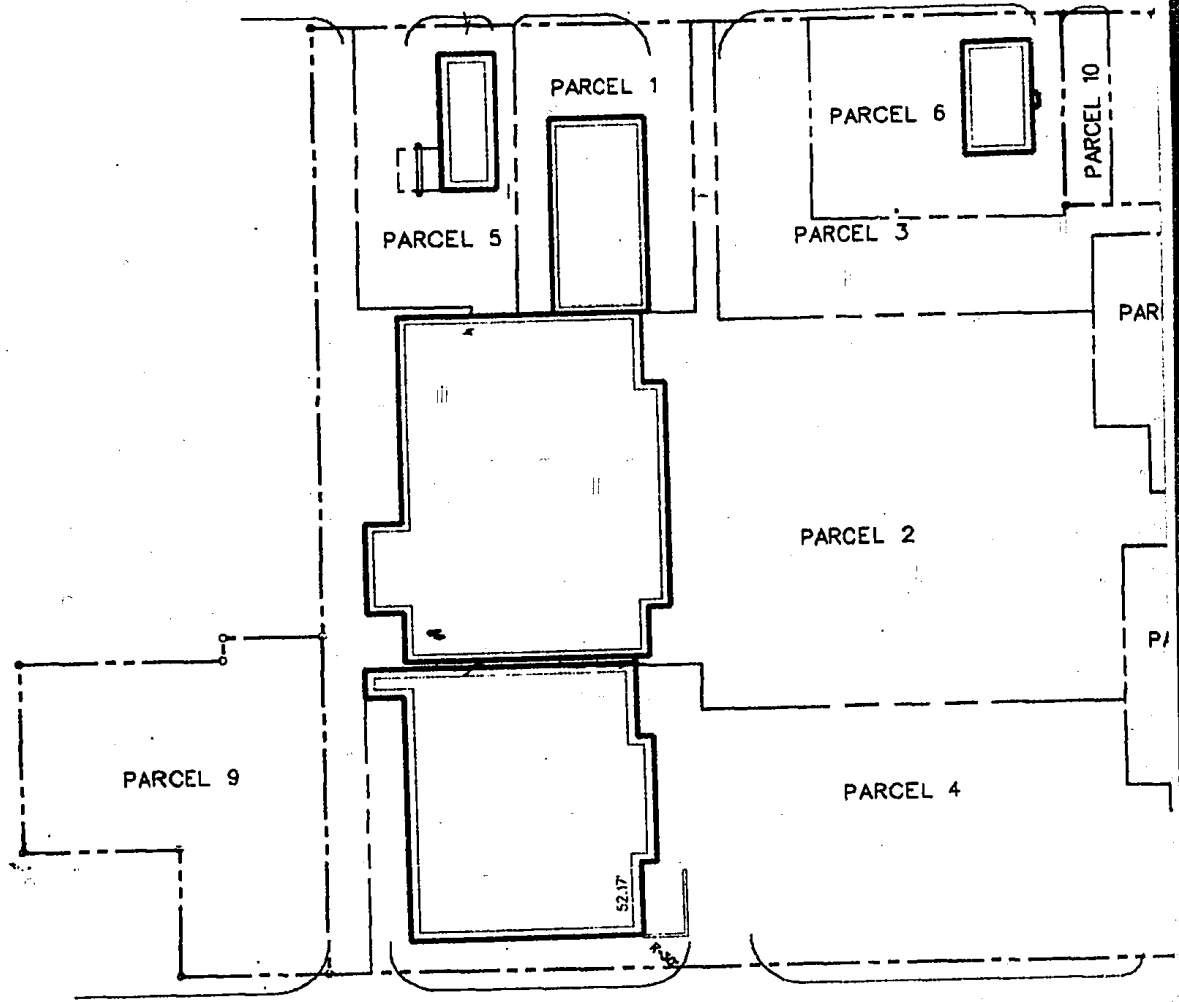
## PARCEL D

Beginning at a point which is North 89 deg. 43'34" West 230.13 feet and South 0 deg. 16'26" West 40.05 feet from the Northeast Corner of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian; thence South 89 deg.43'34" East 29.88 feet along the South Right-Of-Way line of 5600 South (formerly described of record as North 89 deg. 59' East) to a point on an East Boundary line of the property conveyed to Albertson's, Inc. in that certain Warranty Deed recorded October 26, 1990 as Entry No. 1122324, in Book 1588 at page 2523, in the Office of the Weber County Recorder. Said boundary is also the East Boundary of "Parcel 3" as identified on an ALTA Survey for Roy City Centre prepared by Caldwell, Richards, and Sorenson, Inc., dated March, 1991 and is hereinafter referred to as the "Albertson's Parcel" (said boundary is also the West Boundary of the property conveyed to First Security Bank of Utah, N.A., in that certain Special Warranty Deed recorded January 8, 1991 as Entry No. 1128657, in Book 1592 at page 2128, in the Office of the Weber County Recorder); thence along said East Boundary of the Albertson's Parcel South 0 deg.37'51" <sup>137.78 feet</sup> ~~East~~ (formerly described of record as South 0 deg.10' West 138.30 ~~East~~) to a property corner common to the Albertson's Parcel and the said First Security Bank property; thence North 89 deg.32'09" West 29.48 feet (formerly described of record as South 89 deg.59' West); thence North 00 deg.27'51" East 137.62 feet to the point of beginning.

09-101-2019

msj  
or




5600 SOUTH STREET



5700 SOUTH STREET

EXHIBIT "A" PARCEL MAP

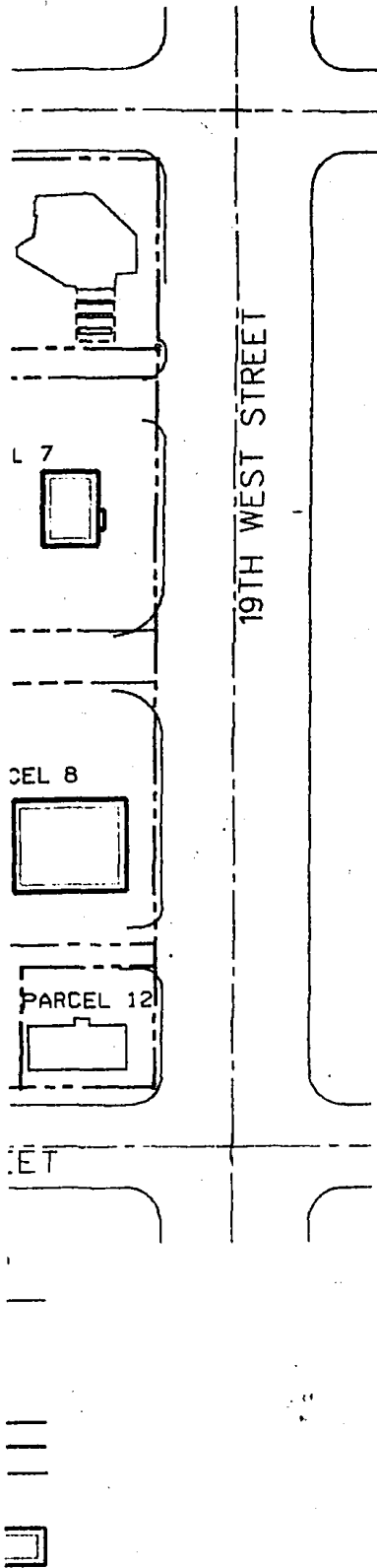
LEGEND

- PROPERTY LINE 
- PARCEL LINE 
- BUILDING AREA 



E# 1147261 BK1604 PG2030

pg. 2030

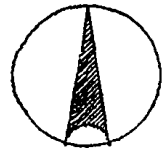


19TH WEST STREET

CEL 8

PARCEL 12

ST



NORTH

SCALE: 1"=100'-0"

*2 m*

EXHIBIT "A-1"

*2 m*

REVISIONS	
4-5-91	R.C. REVISED PARCEL CONFIG. PER SURVEY
6-7-91	R.C. REVISED BUILDING CONFIG. AT PADS "B" & "C"
7-18-91	R.A.C. REVISED PARCEL LAYOUT FOR NEW BUILDING LOCATIONS
7-26-91	R.A.C. UPDATED PER REVISED PLATS
7-29-91	R.A.C. REV. TO MATCH DESCRIPTIONS

ALBERTSONS NO. 3-PR (328)  
S.W.C. 19TH WEST ST. & 5600 SOUTH ST.  
250 PARKCENTER BLDG. BOST. DR#D 83728

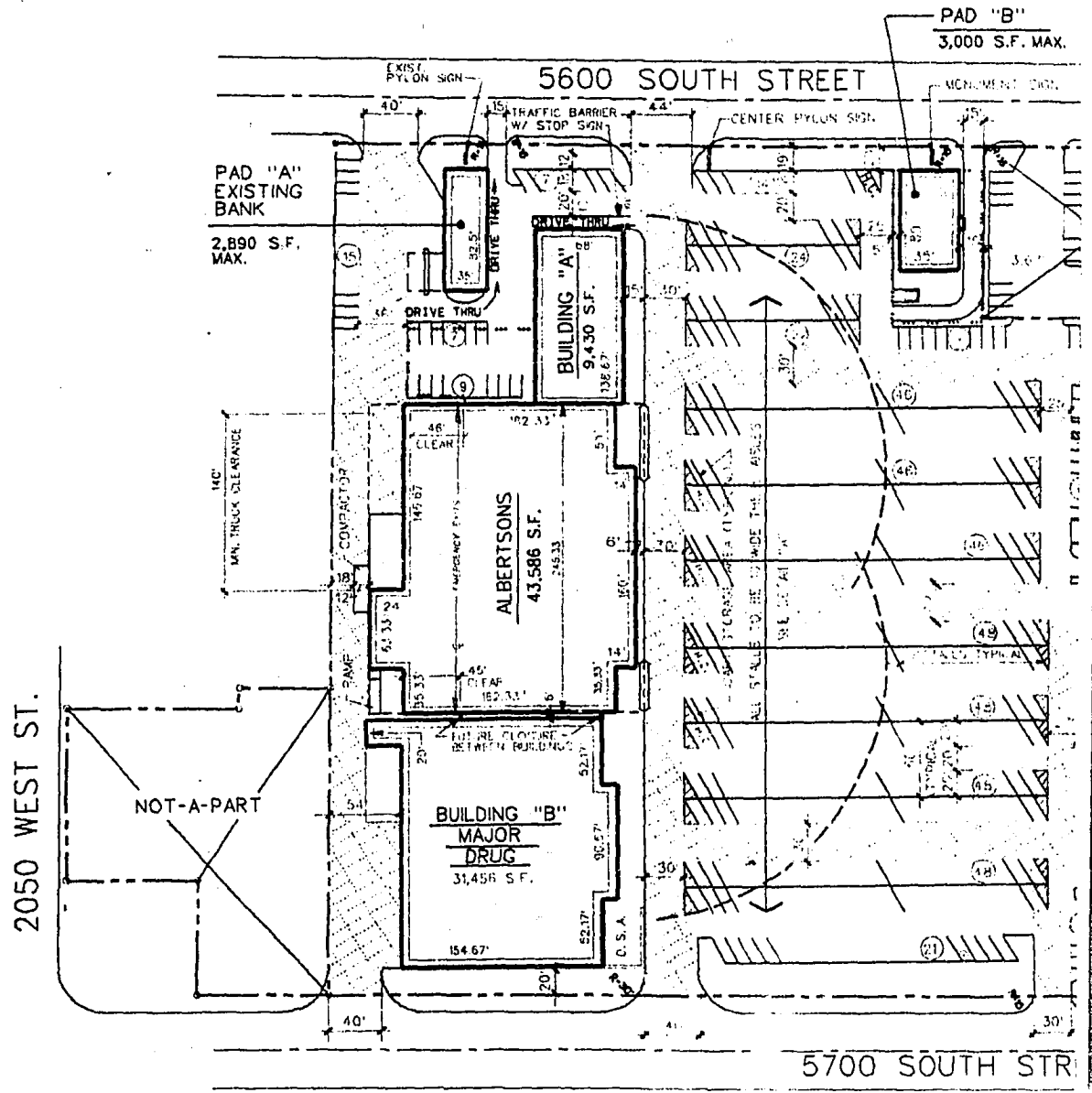
ROY, UT.



DRAWN R.C.	CHECKED
DATE 2/26/91	

SHEET TITLE  
EXHIBIT "A"  
PARCEL MAP

SHEET  
2  
OF 3

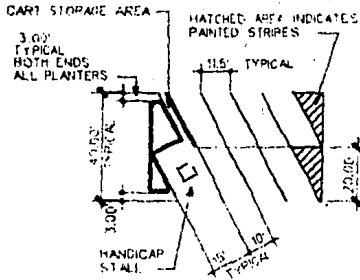
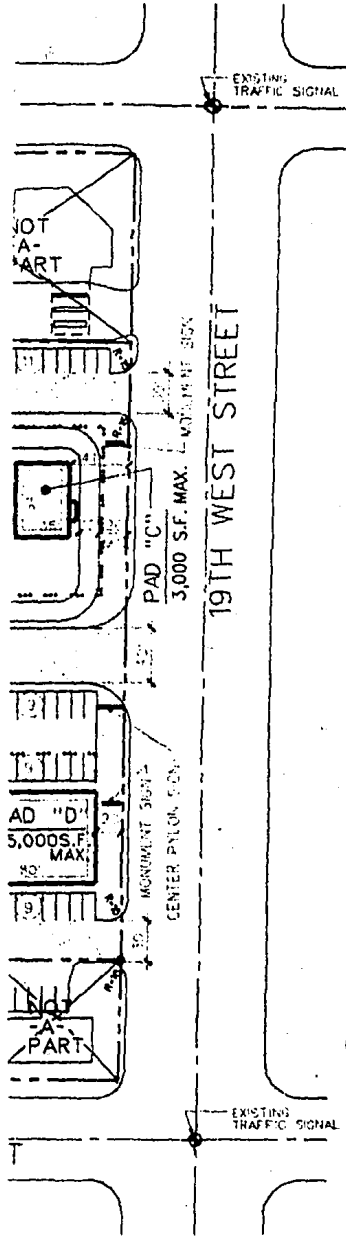


**GENERAL NOTES**

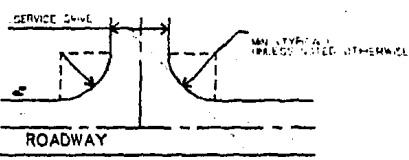
- DRAWN W/OUT BENEFIT OF SURVEY
- NO TRUCK WELLS, NATURAL DOCK ONLY.
- PARKING REQUIREMENTS:
- 1 STALL/ 200 S.F. GROSS BUILDING AREA
- BUILDING SETBACK REQUIREMENTS:
- BY CITY REVIEW
- LANDSCAPE REQUIREMENTS:
- 10% SITE AREA, 20' BUFFERS @ STREETS
- 10' BUFFER @ REAR
- ZONING REQUIREMENTS:
- EXISTING- C-2
- REQUIRED- C-2

**LEGEND**

- PROPERTY LINE
- PARCEL LINE
- EXPANSION LIMIT LINE
- BUILDING AREA
- HEAVY DUTY ASPHALT
- BUILDING LIMIT LINE



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



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



**EXHIBIT "A" SITE PLAN**

TOTAL GROSS BUILDING AREA	98,362 S.F.
TOTAL CARPARKS REQUIRED	492
TOTAL CARPARKS PROVIDED	508 (+16)
TOTAL CARPARKS W/IN 200' RAD.	184
TOTAL SITE AREA	423,460 S.F. (9.72 ac)

EXHIBIT "A-2" *sw*

APPROVED BY:	DATE:
CHAIRMAN	SIGNED 4-30-90
PRESIDENT	SIGNED 4-30-90
EXEC. V.P.-R.O.	SIGNED 4-30-90
EXEC. V.P.-S.P.	SIGNED 4-30-90
SR. V.P.-CONSTR.	SIGNED 4-30-90
SR. V.P.-REG.	SIGNED 4-30-90

**REVISIONS**

5-2-90	R.B.	REVISED TO COMPLY WITH
5-18-91	R.C.	REVISED TO COMPLY WITH
6-12-91	R.C.	REVISED TO COMPLY WITH
7-16-91	R.C.	REVISED TO COMPLY WITH
7-24-91	R.C.	REVISED TO COMPLY WITH

**APPROVED BY:** M.R. W.E.H. (multiple signatures)

**PROJECT:** ALBERTSONS NO. 3-PR (328)  
S.W.C. 19TH WEST ST. & 5600 SOUTH ST.

**SCALE:** 1"=100'-0"

**DATE:** 3-15-90

**SHEET TITLE:** EXHIBIT "A" SITE PLAN

**SHEET:** 1 OF 3