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COMMON AREA MAINTENANCE AGREEMENT

BETWEEN

**ROY CITY CENTRE REALTY LIMITED
A UTAH LIMITED PARTNERSHIP**

AND

**ALBERTSON'S, INC.
A DELAWARE CORPORATION**

LTC 3701

Handwritten initials/signature

COMMON AREA MAINTENANCE AGREEMENT

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COMMON AREA MAINTENANCE AGREEMENT

THIS COMMON AREA MAINTENANCE AGREEMENT ("Agreement") is made as of the 30th 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").

1. Recitals.

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

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

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

1.4 All of the terms in this Agreement shall have the meanings set forth in the Declaration, the provisions of which are incorporated herein by this reference. In the event of any conflict between the terms of this Agreement and the Declaration, the Declaration shall control.

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2. Maintenance Standards.

2.1 Commencing on the date (the "Commencement Date") Albertson's first opens its new building on Parcel 2 for business, the Maintenance Director shall, except as hereinafter provided, maintain the Common Area at all times in good and clean condition and repair, said maintenance to include, without limitation, the following:

(a) Maintaining, repairing and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and restriping, when necessary;

(b) Removing all snow, papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

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

(d) Operating, maintaining, repairing and replacing, when necessary, such Common Area artificial lighting facilities as shall be reasonably required (except for the "After Hours Lighting" described in Article 3 below);

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

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

(g) Maintaining, repairing and replacing, when necessary, all storm drains, sewers and other Common Area utility lines and facilities not dedicated to the public or conveyed to any public or private utility which are necessary for the operation of the buildings and improvements located in the Shopping Center (with the cost of all such items being allocated between the Owners of all buildings and improvements serviced or to be serviced by said facilities on the basis of their respective Building Areas);

Notwithstanding the above, each Owner shall maintain and repair, or cause to be maintained and repaired, in a good and safe condition, all utility lines exclusively serving the Owner's Parcel regardless of where located. Any maintenance and repair of utility lines located on another Owner's Parcel shall be performed only after two (2) weeks' notice to the other owner (except in an emergency the work may be initiated with reasonable notice) and shall be done after normal business hours whenever possible and shall otherwise be performed in such a manner as to cause as little disturbance in the use of the Owner's parcel as is practicable under the circumstances. Any Owner performing or causing to be performed maintenance or repair work agrees to promptly pay all costs and expenses associated therewith to diligently complete such work as quickly as possible and to promptly clean the area and restore the affected portion of the Common Area to a condition

equal to or better than the condition which existed prior to the commencement of such work.

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

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

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

2.2 All items referred to in Sections 2.1 and 2.2 are hereinafter referred to as "Common Area Costs". In addition to the foregoing, the Maintenance Director shall provide and maintain comprehensive general liability

insurance with broad form coverage endorsement (including broad form property damage endorsement) insuring the Maintenance Director against claims for personal injury, bodily injury or death, and property damage or destruction, occurring in, on or about the Common Area. Such insurance shall be written with an insurer licensed to do business in the state in which the Shopping Center is located and First Party, Albertson's, and all persons who now or hereafter own or hold portions of the Shopping Center or building space within the Shopping Center or any leasehold estate or other interest therein as their respective interests may appear (provided that the Maintenance Director is notified in writing of such interest) shall be named on the policy as additional insureds. The limits of liability of all such insurance shall be not less than \$5,000,000 for personal injury or bodily injury or death of any one person, \$5,000,000 for personal injury or bodily injury or death of more than one person in one occurrence and \$500,000 with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than \$5,000,000 per occurrence. The Maintenance Director shall furnish First Party and Albertson's with certificates evidencing such insurance. The policies of such insurance shall provide that the insurance represented by such certificates shall not be cancelled, materially changed or nonrenewed without the giving of thirty (30) days' prior written notice to the holders of such insurance and the holders of such certificates.

2.3 Anything in this Article 2 to the contrary notwithstanding, the Maintenance Director shall not be responsible for the maintenance or insurance

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of any Service Facilities (as defined in the Declaration) or driveup or drive through customer service facilities, which facilities shall be maintained by the Owners thereof in good and clean condition and repair and in a quality and condition comparable to the quality and condition of the maintenance of the balance of the Common Area. In addition, the Owners of the Parcel or Parcels on which said facilities are located shall at all times (i) provide and maintain or cause to be provided and maintained comprehensive general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) insuring all persons who now or hereafter own or hold portions of said facilities or any leasehold estate or other interest therein as their respective interests may appear against claims for personal injury, bodily injury or death or property damage or destruction occurring in, on or about said facilities, and (ii) indemnify, defend and hold harmless the Owners and occupants of all other Parcels from and against any and all liability, claims, damages, expenses (including reasonable 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, on or about said facilities and arising out of the performance or nonperformance of any of the obligations of the Owners of the Parcel or Parcels on which said facilities are located set forth in this Section 2.3, unless caused by the negligent or willful act or omission of the indemnified person, its agents, contractors or employees. Said insurance shall be written with an insurer licensed to do business in the state in which the Shopping Center is located and in the amounts set forth in Section 2.2 above. The Owners of any such Parcel or Parcels shall furnish the Maintenance

Director and any other Owner or Prime Lessee with certificates evidencing such insurance upon request. The insurance which an Owner is required to maintain hereunder may be provided under a blanket policy provided such policy otherwise complies with the requirements of this Agreement. So long as an Owner has a net worth, determined in accordance with generally accepted accounting principles, in excess of \$100,000,000.00, all or any part of such insurance carried by such Owner may be provided under a program of self-insurance.

2.4 To the extent not covered by Common Area liability insurance, the Maintenance Director agrees to indemnify, defend and hold harmless the Owners and occupants of all Parcels from and against any and all liability, claims, damages, expenses (including reasonable 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, on or about the Common Area (exclusive of any Service Facilities or driveup or drive through customer service facilities) and arising primarily out of the willful act or negligent performance or nonperformance of the obligations of the Maintenance Director set forth in this Agreement. To the extent not covered by Common Area liability insurance, each Owner agrees to indemnify, defend and hold harmless the Maintenance Director and occupants of all Parcels from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on appeal), judgments, proceedings and causes of action for injury to or death of any person or damage to property occurring on the Common Area of the Parcel owned by that Owner except to the extent such

liability, claims, damages, expenses, judgments, proceedings and causes of action arise out of: (i) the willful act or negligent performance or nonperformance of the obligations of the Maintenance Director set forth in this Agreement, or (ii) the negligent or willful act or omission of the indemnified occupant, its agents, contractors or employees.

2.5 The Maintenance Director agrees to defend, indemnify and hold harmless the Owners from and against any mechanic's, materialmen's and/or laborer's liens, and all costs, expenses and liabilities in connection therewith, including reasonable attorney's fees and court costs arising out of the maintenance and operation by Maintenance Director of the Common Area and in the event that any Parcel shall become subject to any such lien, Maintenance Director shall promptly cause such lien to be discharged either by paying the indebtedness which gave rise to the lien or by posting such bond or other security as shall be required by law to obtain such release; the cost of posting such bond or other security shall be included as a Common Area Cost. Reasonable legal costs incurred to resolve charges reasonably disputed by Maintenance Director shall be included as Common Area Cost.

2.6 Anything in this Article 2 to the contrary notwithstanding, the Maintenance Director shall not be responsible for maintenance or insurance of that portion of the Shopping Center described in Schedule II, attached hereto and incorporated herein by this reference until the Phase II Site Work is completed (as "Phase II Site Work" is defined in that certain document entitled "Development Agreement," which encumbers the Shopping Center and is recorded concurrently herewith).

3. Lighting.

3.1 It is agreed that the artificial lighting for the Common Area shall remain on while a majority of the businesses in the Shopping Center are

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open for business. If artificial lighting for a time later than the foregoing ("After Hours Lighting") is needed by any Owners or occupants, then such artificial lights to service such Owners or occupants shall be separately metered or otherwise measured or reasonably estimated and all expenses thereof shall be paid by such Owners or occupants to the extent appropriate. Such Owners or occupants shall pay a reduced proportion of the expense of lighting the balance of the Common Area according to the extent to which such Owners or occupants are lighting the Common Area by separately metered lights. If feasible, Parcel 2 Common Area lighting shall be separately metered from that of other Parcels.

4. Taxes.

4.1 Each Owner shall pay direct to the tax collector when due the real property taxes and other special taxes and assessments assessed against the Owner's Parcel, including the portion of the Common Area on such Owner's Parcel; subject, however, to the right of any such Owner to contest the amount or validity of all or any part of said taxes and assessments.

5. Maintenance Director.

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

5.2 The Owners of Parcels containing fifty percent (50%) of the total constructed building area within the Shopping Center (provided that Parcel 2 is included within such group) may remove the Maintenance Director upon written notice to the Owners of the remaining Parcels in which event the Owners of a majority of the Parcels (provided that Parcel 2 is included within

such majority) shall appoint another person or entity to be the Maintenance Director.

5.3 The Maintenance Director shall have the right, upon giving ninety (90) days' prior written notice to the Owners of the Shopping Center, to resign as Maintenance Director in which event the Owners of a majority of the Parcels (provided that Parcel 2 is included in such majority) shall appoint another person or entity to be the Maintenance Director.

6. Budget and Reimbursement of Maintenance Director.

6.1 At least sixty (60) days prior to the beginning of each calendar year, and at least thirty (30) days prior to the Commencement Date, the Maintenance Director shall submit to the Consenting Owners (as defined in the "Declaration") an estimated budget ("Budget") for the projected Common Area Costs (including the 10% service charge referred to in Section 6.4 herein) for operating and maintaining the Common Area for the ensuing calendar year (or, in the case of the partial calendar year following the Commencement Date, that ensuing partial year). The Budget shall identify separate cost estimates for at least the categories specified in Section 2.1 and 2.2 or in such other detail as the Consenting Owners shall reasonably require from time to time.

In determining the budget, the Maintenance Director shall submit any Common Area maintenance work for bid to at least three (3) bidders approved in writing by the Consenting Owners, which approval shall not be unreasonably withheld or delayed. The names of the bidders and their respective bids shall be furnished to the Consenting Owners together with the Budget and the contract shall be awarded to the low bidder unless the Consenting Owners shall agree otherwise.

If any Consenting Owner shall disapprove the Budget, it shall within thirty (30) days thereof submit a written notice of such disapproval stating the reason therefor and requesting a rebid or reconsideration of such expense. The Maintenance Director shall make best efforts to rebid in the manner set forth above or otherwise appropriately obtain alternate costs for such objected item and resubmit the Budget for approval to the Consenting Parties.

6.2 If a Budget is not approved by December 10 of any calendar year, the Maintenance Director may elect to either (a) proceed with its duties in accordance with the Budget for the previous year subject to adjustment when the current Budget is actually approved; or (b) elect to terminate its maintenance obligations with respect to the Common Area located on the parcel of the Owner who disapproves the Budget by giving written notice on or before December 15. If notice is given, the Maintenance Director shall maintain the balance of the Shopping Center and the Owner disapproving the Budget shall maintain and operate its parcel commencing the following January 1. If a Budget is not approved thirty (30) days prior to the Commencement Date for the partial year in which the Commencement Date occurs, the Maintenance Director shall proceed under subparagraph (b) hereinabove.

6.3 After the Budget is approved, the Maintenance Director shall contract with the approved low bidder for and pay for all of the Common Area costs and shall use its best efforts to operate and maintain the Common Area in accordance with the Budget. Notwithstanding the foregoing, the Maintenance Director shall have the right to make emergency repairs to the

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Common Area to prevent injury or damage to person or property or to prevent disruption in the use of the Common Area, it being understood that the Maintenance Director shall nevertheless advise each Owner of such emergency condition as soon as reasonably possible, including corrective measures taken and the cost thereof. If the cost of said emergency action exceeds \$2,000, then the Maintenance Director may submit a supplemental billing to each owner together with evidence supporting such and each Owner shall pay its share thereof within thirty (30) days. If the emergency cost is less than \$2,000, then such costs shall be included as Common Area costs to be appropriately reimbursed or refunded at year end as provided in Article 7.

6.4 The Owners of all the Parcels shall cause the Maintenance Director to be reimbursed for all of its out-of-pocket expenses incurred in performing such services to the extent such expenses are provided for in the approved budget, or incurred as emergency repairs as provided in paragraph 6.3 hereinabove, plus a maximum service charge of ten percent (10%) of said expenses to cover management and administration costs. The Common Area expenses shall not include any costs incurred by the Maintenance Director for the services of a manager or management company or for office overhead or compensation of its employees except to the extent included in the ten percent (10%) service charge.

6.5 The Maintenance Director agrees to perform its duties under this Agreement on a nonprofit basis with an end to keeping such expenses at a reasonable minimum. Notwithstanding if the Maintenance Director employs its own personnel to perform parking lot sweeping, snow removal, refuse removal or other like Common Area maintenance expenses, the Maintenance

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Director shall be entitled to a reasonable charge for overhead costs provided that the total charge is not greater than the lowest available bid from an outside contractor for a comparable service.

7. Billing for Expenses.

7.1 Within ten (10) days prior to the beginning of a calendar year, the Maintenance Director shall submit to the Owner of each Parcel (or its respective tenants or agents, as it may direct) a bill indicating 1/12th of that Owner's pro rata share of all budgeted expenses to be incurred by the Maintenance Director in maintaining and insuring the Common Area as provided above (including the ten percent [10%] service charge described in Article 6 above) with the first monthly payment being due on the first day of January. For the partial year in which the Commencement Date occurs, the Maintenance Director shall submit to the Owner of each Parcel (or its respective tenants or agents, as it may direct) a bill indicating a fraction (equal to one over the number of full months remaining in that year) of that Owner's pro rata share of all budgeted expenses to be incurred by the Maintenance Director in maintaining and insuring the Common Area as provided above (including the ten percent [10%] service charge described in Article 6 above) with the first monthly payment being due on the first day of the first full month following the Commencement Date. The proportionate (pro rata) share of the total Common Area expenses to be borne by each Owner for any year shall be that ratio which the actual building area constructed on that Owner's Parcel bears to the total actual building areas constructed on the Shopping Center. Notwithstanding the foregoing, for the period of time prior to December 31, 1994 that no buildings are constructed on Parcels 6, 7 and/or 8, twenty

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percent (20%) of the maximum building area provided for on the Site Plan (Exhibit A hereto) shall be used (as if a building of a size equal to twenty percent (20%) of the maximum building area had been constructed) in determining the proportionate (pro rata) share for the Parcel(s) on which no buildings have been constructed, and for years 1995 and thereafter (so long as no building has been constructed on said parcels) eighty percent (80%) of the maximum building area so provided shall be used. Notwithstanding the foregoing, the proportionate (pro rata) share for Parcels 6, 7 and 8 shall not be less than the amount calculated using twenty percent (20%) of the maximum building area up to and including December 31, 1994, and eighty percent (80%) of the maximum building area thereafter.

The proportionate (pro rata) share to be borne by the owner of Parcel 2 shall not exceed sixty percent (60%) of the total Common Area expenses, notwithstanding any other provision in this Agreement.

Accordingly, and as an illustration, assuming that no buildings had been constructed on Parcels 6, 7 and 8 but that Parcels 1-4 are completed as anticipated per the Site Plan, then the pro rata shares for each parcel for 1995 would be as follows:

<u>Parcel</u>	<u>Building Area</u>	<u>Percentage</u>
1	9,430	9.8
2	43,586	45.3
3	-0-	-0-
4	31,456	32.7
5	2,890	3.0
6	2,400	2.5
7	2,400	2.5
8	<u>4,000</u>	<u>4.2</u>
Total	<u>96,162</u>	<u>100.0</u>

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The Maintenance Director shall calculate and submit the pro rata share anticipated for each calendar year together with the budget; however, if any building is completed during the calendar year, the actual completed building area shall be substituted for the building area provided herein as of the first day of the first full calendar month after the building construction is completed and the pro rata share shall be adjusted accordingly for the remainder of the calendar year.

7.2 Within 45 days after the end of each calendar year, the Maintenance Director shall provide each Owner with a statement certified by an officer or authorized representative of Maintenance Director, together with supporting invoices or other reasonable detail or materials, setting forth the actual Common Area costs (including 10% service charge) paid by it during the previous year and indicating each Owner's share of the aggregate thereof. If the amount paid by an Owner for such calendar year shall have exceeded its share, Maintenance Director shall refund the excess to such Owner at the time the certified statement is delivered, or if the amount paid by the Owner for such calendar year is less than its share, such Owner shall pay the balance of its share to Maintenance Director within thirty (30) days after receipt of such certified statement.

7.3 The Owner of Parcel 2 may, upon not less than ten (10) days' prior written notice to the Maintenance Director, inspect the Maintenance Director's records for all Common Area maintenance and insurance expenses incurred during the preceding calendar year at the Maintenance Director's General Offices or at such other location reasonably designated by the Maintenance Director at any time during reasonable business hours within one

(1) year after the end of said calendar year. If said inspection reveals an overpayment of Common Area maintenance and insurance expenses (including the ten percent [10%] service charge described in Article 6 above), the Maintenance Director shall reimburse the Owner of each Parcel (or its respective tenants or agents, as it may direct) its proportionate share of any such overpayment within thirty (30) days after receipt of notice of determination, and of the amount, of such overpayment. If said inspection reveals an underpayment of Common Area maintenance and insurance expenses (including the ten percent [10%] service charge described in Article 6), the Owner of each Parcel shall reimburse the Maintenance Director its proportionate share of any such underpayment within thirty (30) days after receipt of proper billing in accordance with Section 7.1. If said inspection reveals that the Maintenance Director misstated Common Area maintenance and insurance expenses by more than five percent (5%), the Maintenance Director shall reimburse the person making such inspection for all costs reasonably incurred in making such inspection within thirty (30) days after receipt of notice of determination, and of the amount, of any such misstatement. The Maintenance Director's expenses for any calendar year shall be deemed correct if the Owner of Parcel 2 does not give the Maintenance Director written notice of any such overpayment or underpayment within the one (1) year period provided.

8. Effect of Sale by Owner.

8.1 In the event an Owner sells all or any portion of its interest in its Parcel, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the property sold by it arising

under this Agreement after the sale and conveyance of title but shall remain liable for all obligations arising under this Agreement prior to the sale and conveyance of title. The new Owner of any such Parcel or any portion thereof (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Agreement with respect to such Parcel or portion thereof after the date of sale and conveyance of title. If the selling Owner is also acting as the Maintenance Director, and sells all owned Parcels, said Owner shall be released of all responsibilities as Maintenance Director after the date of sale of the last owned Parcel and a new Maintenance Director shall be selected by the Owners. Notwithstanding the above, said departing Maintenance Director shall within thirty (30) days after termination make a final accounting of Common Area expenses charged and refund in case of overcharge or receive a reimbursement in case of undercharge in accordance with Section 7.3.

9. Default.

9.1 In the event any Owner fails or refuses to pay when due its share of the Common Area maintenance and insurance expenses described above (including the ten percent [10%] service charge described in Article 6 above), which failure continues for a period of ten (10) days after receipt of written notice thereof, such failure shall constitute a default and legal action may thereafter be instituted against the defaulting Owner by the Maintenance Director or other person paying the maintenance or insurance expenses (including the ten percent [10%] service charge described in Article 6 above) of the defaulting Owner ("Curing Party") for reimbursement plus any costs

incurred including reasonable attorney's fees in collecting any amounts in default, plus interest from and after the date said share was due and payable to and including the date said share is paid at a rate equal to the lesser of (i) the highest rate allowed by law, and (ii) the rate two percent (2%) above the 'prime rate' of First Security Bank of Utah or if said 'prime rate' is no longer published or used then the reference rate of interest charged from time to time to corporate borrowers of the highest credit standard by First Security Bank of Utah (the lesser rate being hereinafter referred to as the 'Default Rate'). Furthermore, the Curing Party shall have a lien on the Parcel of the defaulting Owner for the amount of said expenses (including the ten percent [10%] service charge described in Article 6 above) plus reasonable costs of collection and accrued interest as set forth above; provided, however, that if there be a bona fide dispute as to the existence of such default or of the amount due and all undisputed amounts are paid, there shall be no right to place a lien on such Owner's Parcel until such dispute is settled by final court decree or mutual agreement.

9.2 In the event an Owner fails to pay when due all taxes and assessments described in Article 4 above, which failure continues for a period of ten (10) days after receipt of written notice thereof, such failure shall constitute a default and any other Owner or Prime Lessee ("Curing Owner") may thereafter pay such taxes if such taxes are delinquent and the owing Owner has not commenced and is not duly prosecuting any contest of such taxes. The Curing Owner shall then bill the defaulting Owner for the expenses incurred. The defaulting Owner shall have fifteen (15) days within which to pay the bill. If the defaulting Owner does not so pay, the Curing Owner shall



have a lien on the Parcel of the defaulting Owner for the amount of the bill, which amount shall bear interest at the Default Rate from the date of expiration of said fifteen (15) day period until paid; provided, however, that if there be a bona fide dispute as to the existence of such default or of the amount due and all undisputed amounts are paid, there shall be no right to place a lien on such Owner's Parcel until such dispute is settled by final court decree or mutual agreement.

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

9.4 In the event the Maintenance Director fails to perform any of the provisions of this Agreement, which failure continues for a period of thirty (30) days (ten [10] days in the event of failure to pay money) after receipt of written notice from any Owner or Prime Lessee specifying the particulars of such failure, such failure shall constitute a default and any Owner or Prime Lessee may thereafter institute legal action against the Maintenance Director for specific performance, declaratory or injunctive relief, monetary damages or any other remedy provided by law and/or may perform the obligations of the

Maintenance Director specified in said notice of default and offset the cost thereof from amounts due the Maintenance Director; provided, however, that the Maintenance Director shall not be deemed to be in default if such failure to perform (excluding the payment of money) cannot be rectified within said thirty (30) day period and the Maintenance Director is diligently proceeding to rectify the particulars of such failure.

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

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

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

other Owners, elect to assume the obligations of the Maintenance Director to maintain, repair, replace and insure such Owner's portion of the Common Area, except for resurfacing, lighting and other costs which cannot be practicably segregated or allocated between the Parcels, which costs shall continue to be proportionately paid for by each Owner (or its respective tenants or agents, as it may direct) pursuant to the formula in Article 7. In the event of any such assumption by any Owner, such Owner agrees to maintain, repair and replace its portion of the Common Area at its sole cost and expense and in a manner and at a level of quality at least comparable to that of the balance of the Common Area. Any such Owner may also elect to terminate its obligation to maintain, repair, replace and insure its portion of the Common Area by giving at least sixty (60) days' prior written notice to the Maintenance Director, in which event the Maintenance Director shall resume its duties with respect to said Parcel and the Owner so electing agrees to pay for its pro rata share of all Common Area maintenance and insurance costs (including the ten percent [10%] service charge described in Article 6 above) thereafter incurred by the Maintenance Director in accordance with the formula in Article 7. Anything in the preceding sentence to the contrary notwithstanding, the Owner electing to terminate its obligation to maintain, repair, replace and insure its portion of the Common Area shall return said Common Area to the Maintenance Director in the same quality and condition as the balance of the Common Area, any failure of which shall be corrected at the sole cost and expense of said Owner.

11.2 The Owner of any Parcel electing to assume the obligations of the Maintenance Director pursuant to Section 11.1 above agrees to indemnify, defend and hold harmless the Maintenance Director and the Owners

and occupants of all other Parcels from and against any and all liability, claims, damages, expenses (including reasonable 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 on said Owner's Parcel and arising out of the performance or nonperformance of any of the obligations of the Owner of said Parcel set forth in this Article 11, unless caused by the negligent or willful act or omission of the Indemnified person, its agents, contractors or employees.

12. Responsibility if No Maintenance Director.

12.1 In the event there should at any time cease to be a Maintenance Director, each Owner shall be responsible for the maintenance, insurance and lighting of its own Parcel according to the standards herein enumerated. In the event any Owner defaults in the performance of such obligations, any other Owner may cause the performance of the obligations of the defaulting Owner and bill the defaulting Owner for the expenses incurred. In such event, the provisions and remedies of Articles 9 and 10 shall apply.

12.2 In the event there should at any time cease to be a Maintenance Director, each Owner agrees to indemnify, defend and hold harmless the Owners and occupants of all other Parcels from and against any and all liability, claims, damages, expenses (including reasonable 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 on the indemnifying Owner's Parcel and arising out of the performance or nonperformance of any of the obligations of the Owner of said Parcel set forth in Section 12.1, unless caused by the

21. Recordation.

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

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: Thomas R. Saldin
Senior Vice President

BY: WOODBURY AMSOURCE, INC.
Its managing general partner

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

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

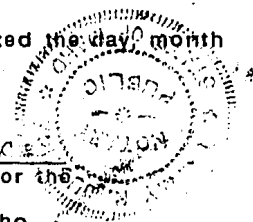
STATE OF IDAHO)
) ss.
County of Ada)

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. Gustin
Notary Public in and for the
State of Idaho.
Residing at Boise, Idaho.



STATE OF UTAH)
) ss.
County of Weber)

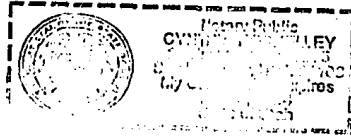
On this 20th day of July, 19 91, before me, the undersigned, a Notary Public in and for said State, personally appeared John R. Gaskill and W. Richards Woodbury, known or identified to me to be the President and Vice President, respectively, of Woodbury Amsource, Inc., a corporation and the managing 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 K. Gaskill
Notary Public in and for the
State of Utah
Residing at Salt Lake County



[Handwritten signature]

COMMON AREA MAINTENANCE AGREEMENT

Exhibit List

Exhibit A -- Site Plan

Schedule 1 -- Legal Description for Parcels 1-8

- ~~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~~
- ~~09-113-031~~
- ~~09-113-025~~
- ~~09-113-030~~

GR

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.

X
29-101-0001 PT

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° 27'51" West 386.43 feet and North 89° 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° 27'51" West 38.70 feet;
Thence, North 89° 32'09" West 145.00 feet;
Thence, South 00° 27'51" West 110.00 feet;
Thence, North 89° 32'09" West 279.57 feet;
Thence, North 00° 27'51" East 32.68 feet;
Thence, North 89° 32'09" West 221.33 feet;
Thence, South 00° 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° 40'56" West 30.00 feet;
Thence, North 00° 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° 50'57" East 29.21 feet;
Thence, South 00° 27'45" West 201.58 feet;
Thence, South 89° 32'09" East 70.80 feet;
Thence, South 00° 27'51" West 6.00 feet;
Thence, South 89° 32'09" East 151.33 feet;
Thence, North 00° 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° 50'57" East 15.00 feet;
Thence, South 00° 27'51" West 213.88 feet;
Thence, South 89° 32'09" East 245.23 feet;
Thence, South 00° 27'51" West 82.50 feet;
Thence, South 89° 32'09" East 39.33 feet;
Thence, South 00° 27'51" West 48.00 feet;
Thence, South 89° 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° 27'51" West.

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

E# 1147262 BK1604 P52062

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. (0.6364 acres).

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

29-101-0003 Pt

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

E# 1147262 BK1604 PG2063

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 P 1 X

LSW/rg/#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.

09-101-2001 P

LSW/rg/448/Parcel5.Des
July 12, 1991

E# 1147262 BK1604 PG2065

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.

29-121-2008 FT

LSW/rg/#48/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° 27'51" West 386.43 feet along the section line and North 89° 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° 32'09" West 125.00 feet;
Thence, North 00° 27'51" East 48.00 feet;
Thence, North 89° 39'09" West 39.33 feet;
Thence, North 00° 27'51" East 138.75 feet;
Thence, South 89° 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° 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° 27'51" West.

09-101-0002 F

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

25

E# 1147262 BK1 604 PG2067

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° 27'51" West 612.63 feet along the section line and North 89° 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° 32'09" West 116.00 feet;
Thence, North 00° 27'51" East 12.50 feet;
Thence, North 89° 32'09" West 29.00 feet;
Thence, North 00° 27'51" East 175.00 feet;
Thence, South 89° 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° 27'51" West 187.50 feet to the point of beginning.

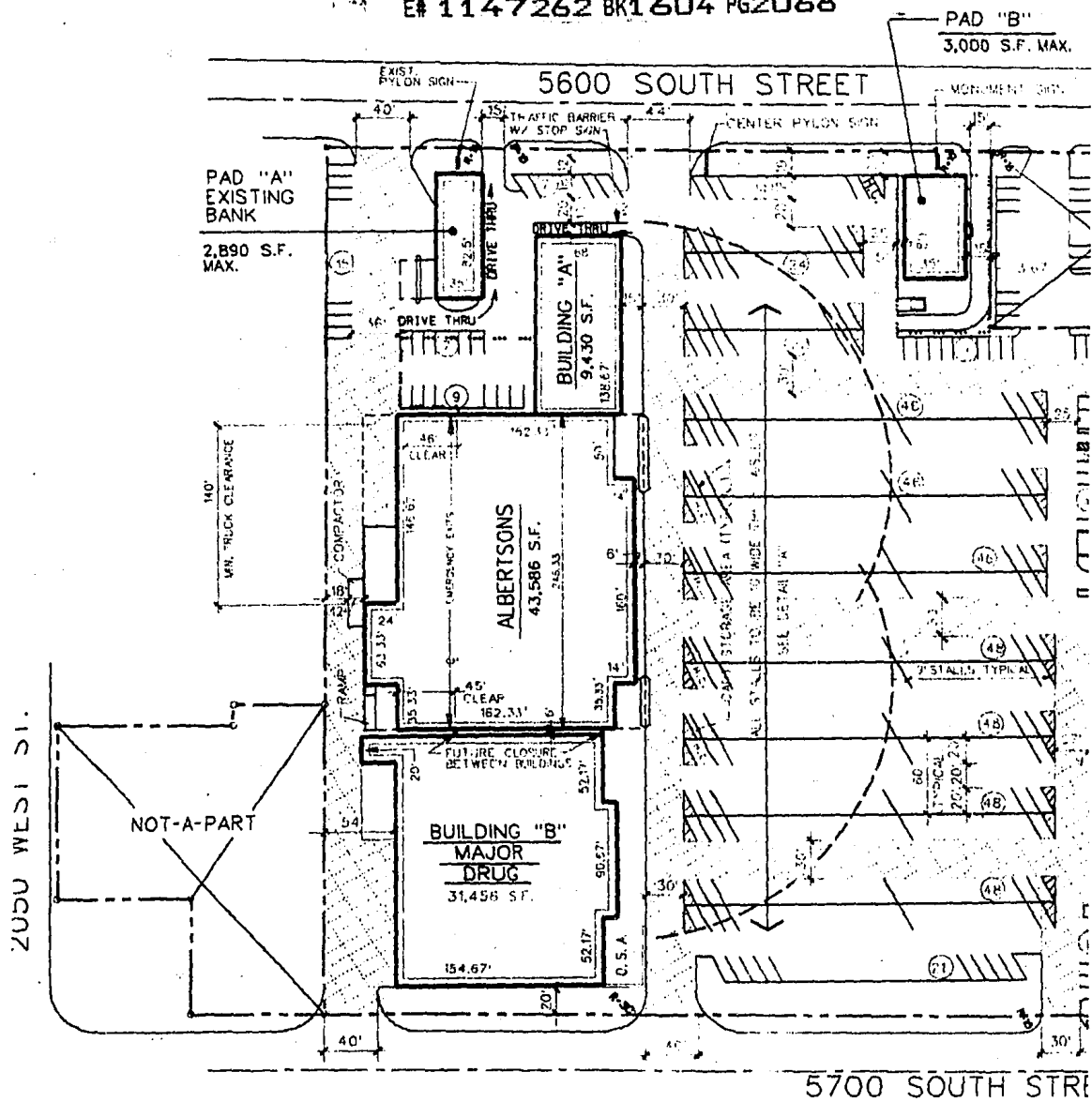
Area equals 26,825 sq.ft. (0.6158 acres).

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

09-101-0015 FT

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

E# 1147262 BK1604 PG2068



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

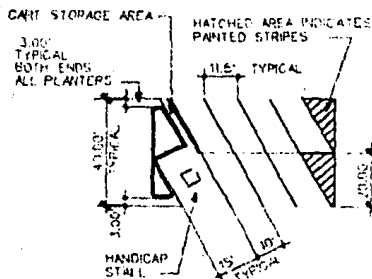
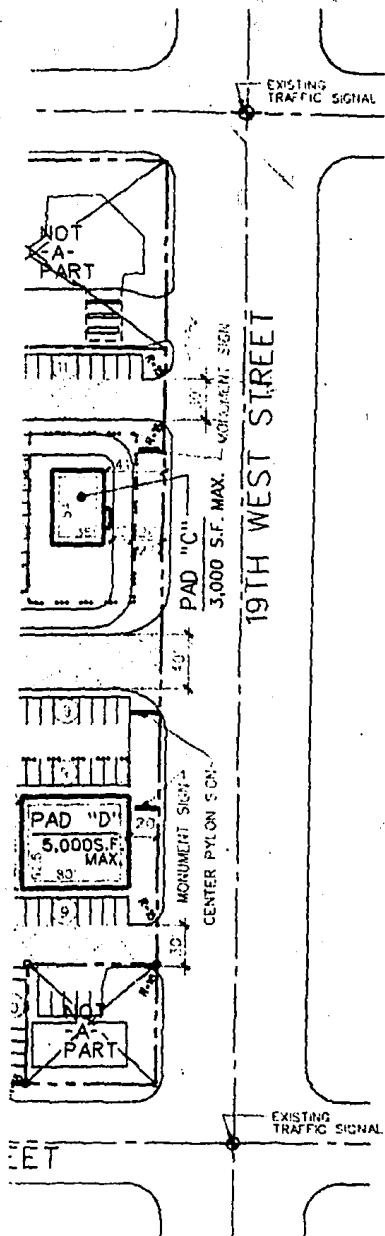
10' BUFFER @ REAR

ZONING REQUIREMENTS:

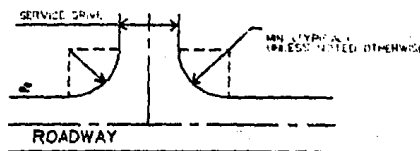
EXISTING- C-2
 REQUIRED- C-2

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)

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:
 M.R. W.Z.M.
 M.R. W.Z.M.
 M.R. W.Z.M.
 M.R. W.Z.M.
 M.R. W.Z.M.
 M.R. W.Z.M.

ALBERTSONS NO. 3-PR (328)
 S.W.C. 19TH WEST ST. & 5800 SOUTH ST.
 250 PARKCENTER BLVD. BOISE, IDAHO 83728



DRAWN BY: CHECKED BY:
 DATE: 3-15-90

SHEET TITLE:
 EXHIBIT "A"
 SITE PLAN

SHEET:
 1
 OF 3