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DOUG CROFTS, WEBER COUNTY RECORDER
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DEVELOPMENT AGREEMENT
BETWEEN
ROY CITY CENTRE REALTY LIMITED
A UTAH LIMITED PARTNERSHIP
AND
ALBERTSON'S, INC.
A DELAWARE CORPORATION

Handwritten initials and date:
9/24
9/1

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DEVELOPMENT AGREEMENT

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT 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 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 19th West Street in the City of Roy, County of Weber, State of Utah, as shown on Exhibit 'A-1' and more particularly described in Schedule I attached hereto and incorporated herein by this reference. Parcels 1, 2, 3, 4, 5, 6, 7 and 8 are hereinafter collectively referred to as the 'Shopping Center.' Parcels 1, 2, 3, 4, 5, 6, 7 or 8 are sometimes referred to as 'Parcel.'

1.2 The parties desire to provide for the construction of an integrated retail sales complex within the Shopping Center as hereinafter provided.

2. Construction by Albertson's.

2.1 Albertson's agrees to commence construction of a building having approximately 43,586 square feet of ground floor area ('Albertson's Building') within the Building Area of Parcel 2 as shown on Exhibit 'A-2' as soon as possible, but in any case not later than (a) six (6) months after the date Albertson's takes title to all of Parcel 2, or (b) one (1) month after First Party has completed and provided Albertson's written notice of completion of the Phase I Site Work, whichever is later, provided however, that in the event the building pad for Albertson's Building is not made available to Albertson's, ready for construction of Albertson's store thereon as provided in Section 6.3

hereof on or before August 19, 1991, then Albertson's shall not be required to commence construction of its building until March 31, 1992. The construction of Albertson's Building shall be diligently prosecuted to completion, and Albertson's will be ready to open for business within (1) one (1) year after Albertson's commences construction of Albertson's Building, or (2) one (1) month after First Party has completed all of the Phase I Site Work as defined in Sections 3.1(a) and 6.1, whichever is later.

3. Phasing of Development.

3.1 The construction of the Shopping Center Site Work shall be undertaken and completed in two (2) phases, as follows:

(a) Phase I Site Work shall include all Site Work (as Site Work is defined in Paragraph 6.1 hereof) for the Shopping Center except that portion of the Site Work described in Phase II, hereinbelow.

(b) Phase II Site Work shall include demolition of the old Albertson's store existing on the date of this Agreement (the "Old Store") and all Site Work on the property (the "Old Albertson's Parcel") described in Schedule 2, attached hereto and incorporated herein by this reference.

(c) Notwithstanding any other provision of this Development Agreement, neither First Party or any successor or assignee shall commence any demolition or construction work on, or disturb or interfere with the use by Albertson's and/or its customers and invitees of, the Old Store or the Old Albertson's Parcel prior to the date Albertson's first opens Albertson's Building for business. Further, notwithstanding the prior conveyance by Albertson's to First Party of a portion of the Old Albertson's Parcel, Albertson's shall have a Special Easement as provided in the Declaration of Covenants and Grant of Easements executed by Albertson's and First Party of even date herewith, for the

continuing and uninterrupted use of the Old Albertson's Parcel until the date Albertson's first opens Albertson's Building for business.

4. Construction by First Party.

4.1 First Party shall complete construction of buildings to shell stage for retail shops having not less than 15,000 square feet total of ground floor area ("First Party's Buildings") within the Building Area indicated as Building A and Building B as shown on Exhibit "A-2" as soon as reasonably possible, but not later than ninety (90) days after the date Albertson's first opens Albertson's Building for business, and First Party agrees to employ its best efforts to complete and lease said shops as soon as reasonably possible after said date. Notwithstanding the foregoing, the completion of construction to shell stage of the retail shops indicated as Building A as shown on Exhibit A-2 need not be completed by First Party until the completion of construction of Phase II Site Work by First Party. First Party shall commence and complete construction of all Site Work in accordance with the time limits and schedules set forth in Sections 6.2, 6.3 and 6.4 of this Development Agreement. In the event, as a result of inclement weather, First Party is unable to complete the paving of the portion of the Common Area under the Old Store within the time provided, then First Party shall complete a temporary concrete surface over such area, satisfactory to Albertson's, to be overlaid as soon as possible by permanent paving upon the subsidence of the inclement weather. Staging of construction and all construction by First Party shall be conducted and prosecuted so that no blockage, unreasonable impairment or unreasonable interference with the use of any access drive shall occur.

4.2 First Party agrees to construct and install the Center Pylon Signs structures in the locations shown on Exhibit "A-2" in accordance with plans and specifications approved by Albertson's ("Sign Plans and

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Specifications'). The Sign Plans and Specifications shall be submitted to Albertson's within thirty (30) days after the date Albertson's takes title to Parcel 2. The Sign Plans and Specifications shall be put out to bid to at least three (3) bidders approved in writing by Albertson's within ten (10) days after the date of approval of the Sign Plans & Specifications. The names of the bidders and the amounts of their respective bids shall be furnished to Albertson's by First Party within seven (7) days after First Party's receipt of same. First Party shall award the contract to the low bidder unless the prior written consent of Albertson's to award the contract to a higher bidder is obtained by First Party. The Center Pylon Signs structures and all utility lines and facilities appurtenant thereto shall be completed at least ninety (90) days prior to the date Albertson's first opens Albertson's Building for business. In the event First Party defaults in the performance of any of its obligations contained in this Section 4.2, Albertson's may perform the obligations of First Party in any commercially reasonable manner and shall have the right to deduct all costs incurred by Albertson's in constructing and installing the Center Pylon Signs structures (including electrical hookup to the Common Area meter) from amounts otherwise due and payable to First Party pursuant to Article 10 (Payment of Costs) of this Development Agreement.

5. Development Planning.

5.1 Lynn S. Woodbury, A.I.A., shall be the project architect for development of the Shopping Center ('Project Architect'). The Project Architect shall establish the architectural theme of the Shopping Center in consultation with First Party and Albertson's, prepare the building exterior design including building elevations, materials, color, canopy sections and other pertinent details ('Building Design Drawings') for each building in the Shopping Center and submit the Building Design Drawings for the parties'

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written approval on or before August 10, 1991. The Building Design Drawings shall be approved or disapproved (with reasons specified) by the parties within thirty (30) days after receipt, which approval shall not be unreasonably withheld or delayed. The exterior of each building or other improvement constructed in the Shopping Center shall conform with the Building Design Drawings approved pursuant to this Section 5.1. The Building Design Drawings shall not be modified without the prior written approval of the parties hereto, which approval shall not be unreasonably withheld or delayed.

5.2 The Project Architect shall be responsible for the preparation and coordination of drawings and specifications setting forth in detail the requirements for construction of the Site Work (as defined in Section 6.1 of this Development Agreement) and location of the staging areas required for the construction of Albertson's Building and First Party's Buildings and shall assist First Party in the compilation and preparation of bidding information, bidding forms, conditions of the construction contract and form of contract between First Party and the Site Contractor ("Construction Documents"). The Construction Documents shall provide for development of the entire Shopping Center Common Area and shall conform to the "Site Development Criteria" attached hereto as Exhibit "B" and incorporated herein by this reference unless otherwise specifically approved in writing by Albertson's. In the event of any conflict between the site plan attached hereto as Exhibit "A-2" and the Site Development Criteria attached hereto as Exhibit "B," Exhibit "A-2" shall control. The Construction Documents shall be submitted to the parties on or before July 22, 1991 and shall be subject to the prior written approval or disapproval (with reasons specified) of the parties within thirty (30) days after receipt, which approval shall not be unreasonably withheld or delayed. The

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Construction Documents shall require that the Shopping Center be developed in accordance with the site plan attached hereto as Exhibit "A-2." Albertson's approval of the Construction Documents, or any part thereof, shall not constitute a waiver of any rights or claims which Albertson's may have pursuant to this Development Agreement including, without limitation, any claim for failure of the Construction Documents, or any part thereof, to comply with the requirements of all governmental bodies having jurisdiction or for failure of the Construction Documents, or any part thereof, to conform with any other part of the Construction Documents or with the separate building plans of the parties, which failure shall be corrected by First Party at First Party's sole cost and expense.

5.3 First Party agrees to enter into a contract with the Project Architect covering the work described in this Article 5. The Project Architect's contract will require the Project Architect to coordinate with the separate building architects of the parties so that the Shopping Center will be developed in a uniform and harmonious manner and to coordinate and subcontract all services (including, without limitation, civil engineers, landscape architects and traffic engineers) required for preparation of the Construction Documents. The Project Architect's contract will require the Project Architect to provide errors and omissions liability insurance on an "occurrence" basis, if available, and, if not, on a "claims made" basis in an amount not less than \$2,000,000. First Party shall provide Albertson's certificates evidencing such insurance coverage and, if requested by Albertson's, copies of the insurance policy or policies as well. Said insurance may not be cancelled, materially modified or nonrenewed except upon thirty (30) days' prior written notice to First Party and Albertson's. The Project Architect's contract shall be subject to the prior written approval or

disapproval (with reasons specified) of Albertson's within thirty (30) days after receipt, which approval shall not be unreasonably withheld or delayed.

5.4 Each party shall cause to be prepared by an architect of its own choice the plans and specifications for its building(s). Each party agrees to cooperate with the Site Contractor, the Project Architect and the separate building architects and contractors of the other parties and to provide the other parties upon request with copies of its construction schedule(s) together with those portions of its building plans and specifications reasonably required for the construction or coordination of construction of said party's building(s) with the Site Work or other buildings in the Shopping Center.

6. The Site Work.

6.1 The Site Work shall be performed in accordance with the Construction Documents in such a manner that the Site Work meets all city, county, state and federal requirements, and the requirements of all other governmental bodies having jurisdiction. Unless specifically waived in writing by Albertson's, the "Site Work" shall be defined as, and shall include (a) all items set forth in this Article 6 required for development of the Shopping Center, (b) all items included in the Construction Documents, (c) the remediation and environmental cleanup work specified in the "Remediation Plan" which has been prepared by First Party and approved by Albertson's as provided in the Contract of Sale and Exchange dated July 30, 1991 between First Party and Albertson's and (d) all items required by governmental authority including, without limitation, all construction permits (excluding building permits for Albertson's Building and First Party's Buildings) and all associated development impact fees assessed against the Shopping Center (as opposed to the individual buildings of the parties) and required as a condition for

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performance of the Site Work. The Construction Documents shall not be modified without the prior written approval of the parties hereto.

6.2 The off-site work shall include traffic control devices, street paving, storm drains, curbs, curb cuts, gutters, median strips, sidewalks, street lights, and the installation of necessary utilities to the property line of the Shopping Center. The off-site work shall be commenced within ten (10) days after the contract for the construction thereof has been signed and shall be completed within one hundred fifty (150) days from the date construction thereof is commenced.

6.3 The on-site work shall include demolition, clearing and grubbing, environmental remediation and cleanup in accordance with the Remediation Plan, excavation, fill, compaction, rough grading, and preparation of building pads. Each building pad shall be prepared and compacted so as to support and allow for the construction of a building (including footings and foundations) of the size contemplated to be constructed thereon. A qualified soils engineer retained by First Party shall certify that each building pad is ready for construction of the contemplated building and that each such pad is in compliance with the requirements of the appropriate party's soils tests. Unless otherwise designated by the Owner thereof, each building pad shall be graded to a level below the finished floor level of the building to be constructed thereon equal to the floor slab thickness plus drainage course, if any, as specified in the appropriate Owner's soils tests and to an accuracy of plus or minus 1/10th of a foot. If the finished floor level of any building is not shown on the Construction Documents, the Owner shall furnish such floor level upon written request. The on-site work shall also include drainage improvements and the installation of building utilities (including sewers and fire protection lines with back flow prevention device with the cost of said back

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flow prevention device being allocated between the Owners of all buildings serviced or to be serviced by said back flow prevention device on the basis of their respective Building Areas) from the exterior boundary property line of the Shopping Center to the Individual building pads of the parties. The final hook-up of building utilities including meters and all associated utility connection fees shall be the responsibility of the Individual building Owner. The utilities shall be brought to within five (5) feet of each building pad at a location designated by the Owner thereof. The on-site work on Phase I shall be commenced within ten (10) days after the contract for the construction of the on-site work has been signed and shall be completed within one hundred twenty (120) days from the date construction thereof is commenced or at least thirty (30) days prior to the date Albertson's plans to commence construction of Albertson's Building, whichever last occurs. The on-site work on Phase II shall be commenced within five (5) days after Albertson's first opens Albertson's Building for business or within seventy-two (72) hours after Albertson's vacates the Old Store, whichever is later, and shall be completed within thirty (30) days from the date construction thereof is commenced.

6.4 The finished Common Area work shall include fine grading and base, perimeter and retaining walls (if required), Common Area paving, striping, lighting, landscaping (including all associated irrigation lines and appurtenances), bumpers, curbs, gutters, storm drains and sewers, sidewalks (except sidewalks immediately adjacent to buildings) and the installation of all other Common Area utilities (including electrical hookup of the Center Pylon Signs to the Common Area meter). Except as otherwise set forth in Section 4.2, the finished Common Area work (except for that portion of the finished common area work that is part of Phase II) shall be completed at least thirty (30) days prior to the date Albertson's plans to first open Albertson's

Building for business. The finished Common Area work on Phase II shall be completed not later than ninety (90) days after commencement of construction of Phase II.

6.5 The Site Work shall include the construction and maintenance of such temporary access facilities as are reasonably required to provide continuous access for construction vehicles and equipment to Albertson's and First Party's building and staging areas. The Site Work shall not include the construction of delivery slabs or Service Facilities (as defined in the Declaration) for any building in the Shopping Center.

7. General Contracting.

7.1 First Party shall propose a contractor or contractors to perform the Site Work within thirty (30) days after First Party and Albertson's have approved the Construction Documents. The proposed contractor or contractors shall be subject to approval by Albertson's, which approval shall not be unreasonably withheld or delayed. Within ten (10) days after such approval, First Party shall enter into a contract with the approved contractor or contractors ("Site Contractor") unless some reason for disqualification has occurred. First Party shall provide Albertson's with a copy of its contract with the Site Contractor ("Site Contract"). First Party shall cause the Site Work to be performed in accordance with the Construction Documents, the Remediation Plan and the requirements of all governmental bodies having jurisdiction subject to all rights of reimbursement, collection and contribution set forth in Article 10 (Payment of Costs).

7.2 If Albertson's does not approve the proposed contractor or subcontractor, First Party and Albertson's shall work together to agree upon a substitute Site Contractor.

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7.3 The construction of all buildings and Common Area improvements described in this Development Agreement (including, without limitation, the completion of construction of all buildings referenced in Section 4.1) shall be conducted in such a manner as to minimize interference with access to First Party's Building, the Old Albertson's Parcel, the Old Store (until demolition thereof is commenced in Phase II) and Albertson's Building from any public right-of-way by First Party or Albertson's, their agents, contractors, subcontractors or employees. Staging for the construction or completion of construction of any buildings described in Article 4 (Construction by First Party) including, without limitation, the location of any temporary buildings or construction sheds/trailers, the storage of building materials, and the parking of construction vehicles and equipment shall be restricted to that portion of the Shopping Center approved in writing by Albertson's, which approval shall not be unreasonably withheld or delayed.

8. Force Majeure.

8.1 First Party and Albertson's will each comply with the time periods set forth in Articles 2 (Construction by Albertson's), 3 (Phasing of Development), 4 (Construction by First Party) and 6 (The Site Work); provided, however, that said periods shall be extended for a period or periods of time equal to any period or periods of delay caused by strikes, lockouts, fire or other casualty, the elements or acts of God, inclement weather, refusal or failure of governmental authorities to grant necessary permits and approvals for the construction of the buildings contemplated hereunder (the parties agreeing to use reasonable diligence to procure the same), or other causes, other than financial, beyond their reasonable control. Notwithstanding the foregoing "force majeure" provisions, once demolition of the Old Store is

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completed, there shall be no extension of the time for completing the temporary concrete surface as required by Paragraph 4.1 of this Agreement, as a result of inclement weather.

8.2 The time periods set forth in Article 6 (The Site Work) shall be extended for a period or periods of time equal to any period or periods of delay caused by causes, other than financial, beyond the reasonable control of the Site Contractor.

9. Insurance.

9.1 First Party agrees to contract with the Site Contractor for comprehensive general liability and broad form property damage insurance insuring First Party and Albertson's in connection with the performance of the Site Work in accordance with the requirements set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

9.2 First Party shall cause to be retained a performance bond and labor and material payment bond on the Site Contractor in the amount of the contract sum in order to insure that the Site Work is constructed and paid for in accordance with the Construction Documents. Said performance and labor and material payment bonds shall be in the form of The American Institute of Architects Document A312 (December 1984 Edition) or other form approved by Albertson's. First Party shall provide Albertson's with a copy of the performance and labor and material payment bonds, which bonds shall name First Party and Albertson's as obligees. Albertson's may waive the bonding requirements set forth in this Section 9.2 if the general partners of First Party provide personal guarantees of performance and payment and evidence of financial ability and responsibility satisfactory to Albertson's. Any such waiver

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shall be subject to Albertson's sole discretion in determining whether to grant a waiver.

10. Payment of Costs.

10.1 Following receipt of proper billing in accordance with the requirements of Section 10.2, the costs incurred for the Site Work and the costs incurred for the construction and installation of the Center Pylon Sign structures, the Project Architect's fees (including all subcontract services obtained by the Project Architect) and the costs of insurance and bonds provided pursuant to Article 9 hereinabove (collectively, the "Project Costs") shall be paid on a pro rata monthly progress basis by the Owner of each Parcel to First Party within thirty (30) days (subject to the limitations hereinafter provided) after receipt of said request for payment and copies of all documents supporting same, except that monthly progress payments shall not exceed ninety percent (90%) of the cost of the work performed up to the time of payment. Said costs shall not include the expense of interest during construction or other overhead or any interest or other penalty charged by the Site Contractor for delinquent payments under its contract with First Party. In no event will Albertson's be responsible for the payment of (a) any fees or costs for work associated with any change order issued pursuant to the Site Contract without its prior written approval of both the change order and the allocation among the parties of the cost thereof, or (b) any fees or costs for work performed prior to the date of this Development Agreement. Anything in this Article 10 to the contrary notwithstanding, Albertson's will not be required to make any monthly progress payment hereunder if the payment of such monthly progress payment would cause the total amount then paid by Albertson's (with regard to that Phase of the Shopping Center) to exceed

ninety percent (90%) of the amount allocated to that Phase and required to be paid by Albertson's pursuant to Section 10.4 of this Development Agreement.

10.2 Following approval by the Project Architect and Albertson's Division Construction Manager, First Party shall submit all monthly pay requests to Albertson's Director of Construction who will process each request based upon the percentage of completion of the Improvements constituting that Phase of the Site Work. All requests for payment shall include an Application and Certificate for Payment (AIA Document G702) executed by the Site Contractor, Project Architect, and Albertson's Division Construction Manager showing the percentages and value of work completed during the payment period and stating that all portions of the work for which payment is requested have been completed in accordance with the Construction Documents and that all labor, materials and other items for which payment is requested have been paid in full with the exception of labor and materials supplied subsequent to the period covered by the last Application and Certificate for Payment. Final payment with regard to the work of each of Phase I and Phase II (including payment of the ten percent [10%] retainage) shall not be due and payable except upon receipt of a properly executed Certificate of Substantial Completion (AIA Document 704) or equivalent for that Phase approved by Albertson's Director of Construction, together with a Certificate of Completion issued by the Redevelopment Agency of Roy City pursuant to Section 2.08 of the Agreement for Private Development for the Redevelopment of Roy the City Center Project Area, Project No. 3, Roy City, Utah, dated March 12, 1991, between the Redevelopment Agency of Roy City, First Party and Albertson's, copies of as-built surveys and final releases of all mechanics' and materialmen's liens, filing of a Notice of Completion (if applicable), acceptance

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of the Site Work by the appropriate governmental authorities and compliance by the Site Contractor with all requirements for final payment set forth in the Construction Documents. Each Application and Certificate for Payment shall include copies of all invoices, statements, contracts, subcontracts and change orders related thereto. In addition, Albertson's shall have the right at any time, as a condition to payment of Albertson's proportionate share of all amounts currently due and owing to the Site Contractor, to require proof of payment of First Party's proportionate share of all amounts currently due and owing to the Site Contractor, and to require lien releases from the Site Contractor and any materialmen or subcontractors who have filed liens, for whom payment is requested or to whom payment has been made. Anything in this Article 10 to the contrary notwithstanding, Albertson's shall have the right to make payment of its proportionate share of any payment jointly to First Party and the Site Contractor. The execution of any Application and Certificate for Payment by Albertson's, the payment of any sum (or any part thereof) specified therein, or the use or occupancy of all or any portion of the site improvements described herein shall not constitute a waiver of any rights or claims which Albertson's may have pursuant to this Development Agreement including, without limitation, any claim for failure of the Site Work to conform to the Construction Documents or with the requirements of all governmental bodies having jurisdiction. In the event all or any portion of the Site Work costs are reimbursed to First Party by any public or private utility or governmental authority, First Party shall pay Albertson's their proportionate share of any such reimbursement within thirty (30) days after First Party's receipt of same.

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10.3 The total Project Costs shall be estimated by First Party and shall be set forth in detail in a Construction Budget, allocating such costs to Phase I Site Work and Phase II Site Work. The Construction Budget shall be submitted to Albertson's and shall be subject to approval by Albertson's, such approval not to be unreasonably withheld or delayed. The determination of percentage of completion during any payment period, pursuant to Section 10.2 of this Development Agreement, shall be based on the Construction Budget. Albertson's pro rata share of the Project Costs shall be equal to the portion of the total costs to be paid by Albertson's allocated by Phase, divided by the Construction Budget amount allocated to that Phase.

10.4 Anything in this Article 10 to the contrary notwithstanding, the total of the costs to be paid by Albertson's (including the Site Work costs, Project Architect's fees and other costs enumerated) shall be Five Hundred Ten Thousand Dollars (\$510,000.00) plus its pro rata share of the costs of construction of the Center Pylon Signs. Albertson's shall pay such sum notwithstanding the fact that Albertson's proportionate share of the enumerated costs, once actual costs are known, might be more or less than \$510,000.00. All such costs and fees in excess of said amount shall be paid by First Party and not by Albertson's, and Albertson's total contribution to Site Work costs, Project Architect's fees and all other enumerated costs shall be limited to the \$510,000.00 plus its pro rata share of the cost of construction of the Center Pylon Signs. The approval by Albertson's of any change order pursuant to Section 10.1(a) shall not be deemed to increase the amount of Albertson's total contribution pursuant to this Section 10.4 unless specifically stated on said change order. The total Albertson's cost of \$510,000.00 shall be allocated proportionately to Phase I and Phase II Site Work (the allocated portions totaling 100% of the total Albertson's cost) as follows:

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Phase I: \$ 468,714.00

Phase II: \$ 41,286.00

Albertson's pro rata share of the cost of the Center Pylon Signs shall be equal to the percentage derived from dividing the square footage area of the face of the Albertson's sign to be displayed thereon, by the square footage area of the faces of all signs to be displayed thereon.

10.5 First Party shall not permit any liens to stand against the Shopping Center for any work done or materials furnished in the performance of the Site Work; provided, however, that First Party may contest the validity of any such lien but, upon a final determination of the validity thereof, First Party shall cause the lien to be satisfied and released of record. First Party agrees, within ten (10) days after receipt of written notice from Albertson's, to cause any outstanding lien to be satisfied and released of record or transferred to bond in accordance with applicable law, failing which Albertson's shall have the right, at First Party's expense, to transfer said lien to bond as provided by law. First Party agrees to indemnify, defend and hold harmless Albertson's from and against any and all liability, claims, demands, 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 the Site Work. In the event First Party defaults in the performance of any of its obligations contained in this Section 10.5, Albertson's shall have the right to deduct from amounts otherwise due and payable to First Party pursuant to this Article 10 all costs and attorney's fees incurred by it in the performance of First Party's obligations hereunder.

11. Default.

11.1 A party shall be deemed to be in default of this Development Agreement only upon the expiration of ten (10) days from receipt of written notice from any other party specifying the particulars in which such party has failed to perform the obligations of this Development Agreement unless such party, prior to the expiration of said ten (10) day period, has rectified the particulars specified in said notice of default. However, such party shall not be deemed to be in default if such failure (except the failure to pay money) cannot be rectified within said ten (10) day period and such party is using good faith and its best efforts to rectify the particulars specified in the notice of default.

11.2 Should First Party default in the commencement or completion of any of the Site Work or provision of the insurance or performance and labor and material payment bonds described in Article 9 (Insurance), Albertson's may commence or complete all or any portion of the Site Work in any commercially reasonable manner in accordance with the Construction Documents and provide the insurance and performance and labor and material payment bonds and shall have all rights of reimbursement, collection and contribution set forth in Article 10 (Payment of Costs), without liability for any costs incurred by First Party, its agents, contractors, subcontractors or employees, for any work performed by Albertson's subsequent to the date of default. In the event of the default of First Party, and Albertson's election to proceed to complete the Site Work, upon written notice from Albertson's of such election, First Party shall assign to Albertson's all of its rights, title and interest in and under the 'Agreement for Private Development for the Redevelopment of Roy the City Center Project Area, Project No. 3, Roy City, Utah,' dated March 12, 1991, said



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agreement being between the Redevelopment Agreement of Roy City, Albertson's, Inc. and Roy City Centre Realty Limited.

11.3 The failure of a party 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 party 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 party hereto.

11.4 In addition to the remedies set forth in this Development Agreement, each party 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 party, shall exclude any other remedy herein or by law provided, but each shall be cumulative.

12. Reliance by Parties.

12.1 It is of the essence of this Development Agreement that the construction of the improvements contemplated by each party is of substantial economic significance to the other parties and that the failure of any party to construct its improvements at the time and in the manner contemplated herein shall result in substantial direct and consequential damages to the other parties.

13. Attorney's Fees.

13.1 In the event any party initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Development 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

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reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

14. Not a Partnership.

14.1 The provisions of this Development Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

15. Third Party Beneficiary Rights.

15.1 This Development Agreement 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.

16. Notice.

16.1 All notices given pursuant to this Development Agreement shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, addressed to the appropriate party at the address set forth below:

Albertson's:

Albertson's, Inc.
250 Parkcenter Blvd.
P.O. Box 20
Boise, Idaho 83726

Attention: Senior Vice President, Design
and Construction Department

First Party:

Roy City Centre Realty Limited
c/o Woodbury Amsource Inc.
2677 East Parleys Way
Salt Lake City, Utah 84109

Attention: John R. Gaskill and
W. Richards Woodbury

provided, however, that (a) any notice of default shall be sent return receipt requested, and (b) in order to be effective, a copy of any notice of default sent to Albertson's must also be sent to Albertson's Legal Department at the above address or any alternative address specified pursuant to this Article 16. 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 Development Agreement shall be deemed given upon receipt.

16.2 For the purpose of this Development Agreement, the term "receipt" shall mean any of the following: (a) the date of delivery of the notice or other document to the address specified pursuant to Section 16.1 as shown on the return receipt, (b) the date of actual receipt of the notice or other document by the person or entity specified pursuant to Section 16.1, or (c) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (i) the date of the attempted delivery or refusal to accept delivery, (ii) the date of the postmark on the return receipt, or (iii) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

17. Approvals.

17.1 Except as otherwise specified herein, all items required to be approved by Albertson's shall be deemed approved only if the approval stamp thereon is signed by Albertson's Senior Vice President of Design and Construction.

18. Successors and Assigns.

18.1 Except as otherwise set forth in Section 20.2, the terms, covenants, conditions and agreements contained herein shall constitute

covenants running with the land and shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto; provided, however, the parties acknowledge that Albertson's is relying upon the expertise and reputation of First Party for the performance of First Party's obligations under this Development Agreement, and, therefore, First Party may not assign or delegate its obligations hereunder. In the event of any sale or conveyance of a party's interest in its Parcel, said party shall remain liable to all of the other parties for the performance of said party's obligations hereunder.

19. Modification.

19.1 This Development Agreement shall not be modified without the written agreement of all of the parties hereto.

20. Termination.

20.1 This Development Agreement shall terminate upon completion of the work described in Articles 2 (Construction by Albertson's), 3 (Phasing of Development), 4 (Construction by First Party) and 6 (The Site Work) and payment of all amounts described in Article 10 (Payment of Costs).

20.2 In the event this Development Agreement has not terminated within five (5) years of the date hereof, the provisions of this Development Agreement shall not be binding on any subsequent Owner of a Parcel or of any part thereof; provided, however, that nothing in this Section 20.2 shall be deemed to affect the obligations or liabilities, actual or contingent, of any prior Owner of a Parcel or any part thereof under this Development Agreement.

20.3 Following termination of this Development Agreement, each party agrees to execute in recordable form all documents reasonably requested by any other party to evidence the termination of this Development Agreement

and to remove this Development Agreement as an encumbrance on the Shopping Center or any part thereof.

21. General Provisions.

21.1 The article headings in this Development Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

21.2 This Development Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Development Agreement shall be construed as a whole and not strictly for or against any party.

21.3 Time is of the essence of this Development Agreement.

21.4 In construing the provisions of this Development Agreement 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.

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

21.6 Except as otherwise specified herein, all of the terms in this Development Agreement shall have the meanings set forth in that certain Declaration of Restrictions and Grant of Easements which encumbers the Shopping Center and is recorded concurrently herewith ("Declaration").

22. Recordation.

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

EXECUTED as of the date first above mentioned.

ALBERTSON'S, INC.

Albertson's, Inc.,
a Delaware corporation

BY: Thomas L. Saldin
Senior Vice President

FIRST PARTY:

Roy City Centre Realty Limited,
a Utah limited partnership

By: **WOODBURY AMSOURCE, INC.,**
managing general partner

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

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

STATE OF IDAHO)
County of Ada) ss.

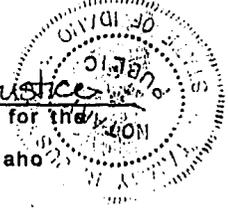
On this 30th day of July, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas R. Saldin, to me known to be a Senior Vice President of Albertson's, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument 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



STATE OF UTAH)
County of Weber) ss.

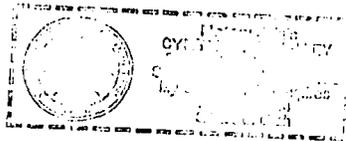
On this 20th day of July, 1991, before me, the undersigned, a Notary Public in and for said State, personally appeared John R. Gaskill and W. Richards Woodbury, known or identified to me to be the President and Vice President, respectively, of Woodbury Amsource, Inc., a corporation and the managing general 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 Rozelle
Notary Public in and for the
State of Utah
Residing at Salt Lake County



Handwritten mark

DEVELOPMENT AGREEMENT

Exhibit List

- Exhibit A-1 -- Parcel Map (Parcels 1-8)
- Schedule 1 -- Parcel Legal Description (Parcels 1-8)
- Exhibit A-2 -- Site Plan
- Schedule 2 -- Legal Description of Existing Albertson's Property
- Exhibit B -- Site Development Criteria
- Exhibit C -- Insurance Requirements

~~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~~
~~09-113-0031~~
~~09-113-025~~
~~09-113-030~~

GP
eff

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 Pt

LSW/rg/448/Parcel1.Des
July 12, 1991

27

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

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.

09-101-7003 ft

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

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° 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 65.00 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 northerly right-of-way line of 5700 South
Street, South 89° 40'56" East 555.89 feet;
Thence, North 00° 27'51" East 90.00 feet;
Thence, South 89° 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° 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° 27'51" West.

09-10-2010

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/448/Parcel5.Des
July 12, 1991

Handwritten initials

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 F+

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.

09-101-0003 R+

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

E# 1147263 BK1604 PG2105

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. X

09-101-0115 P4

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

270

SCHEDULE 2

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.

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EXHIBIT 'B'

SITE DEVELOPMENT CRITERIA

Albertson's Site Plans & Specifications must contain (at a minimum) the following sheets:

SITE PLAN (HORIZONTAL CONTROL PLAN):

General Notes (Albertson's Building)

- Maintain minimum 30' clear distance between rear of store and opposite curb and/or obstruction.
- One main entrance aisle must face or pass some portion of storefront.
- Dock area to have a minimum 140' clear distance in direction of loading vehicle movement.
- Fire hydrants, transformers, light poles, or other vertical obstructions shall not be located in or near turning radius areas of service vehicles.
- Required ramps to rear entrances not to exceed 1:12 (8%). Preferred 1:15 (6.66%).
- Define separation of "building work" and "site work" areas.
- All details and sections are to be clearly referenced.

Paving

- Thicknesses per soils report for 20 year life.
- Soil sterilant required.
- Contractor submittals for asphalt job mix formula and material certificates to be approved by Materials Engineer/Testing Laboratory.
- Materials Engineer to conduct pre-paving conference and perform full-time inspection during paving operations.
- Prime coat and seal coat should NOT be specified unless otherwise recommended by Soils Engineer. Supposed benefits do not justify costs.
- Striping, 2 coats traffic yellow to be painted with, single 4' wide lines.
- All service and main customer traffic aisles to be heavy duty paving as indicated on Exhibit "A."

Parking

- Two-way drive aisles with 60° parking and 10' wide stalls.
- 30' main aisle width for those aisles connecting to public streets.
- 40' minimum main aisle curb cut width.
- Maintain minimum 30' width for all service vehicle drive aisles.
- Curbed island adjacent to parking stalls to be 3 feet shorter than striped length of parking stall.
- Maintain minimum 30' distance between front of Albertson's Building and nearest parking. This may be reduced to 25' for 60,000 SF stores ONLY.
- Locate 4 handicap parking stalls as close as possible to Albertson's building entrances. Locate all other handicap parking stalls at least 200' away from Albertson's building entrances.
- A minimum of 4 "cart storage" areas are to be placed in close proximity to store entrances.

Curbs & Wheel Stops

- No wheel stops or speed bumps.
- Do not use precast concrete.
- Top set extruded concrete set in epoxy IS NOT permitted.
- Base of poured-in-place curb to rest on compacted fill, minimum depth 18" at storefront sidewalk and 12" at all others.
- Provide control joints @ 25' o.c. maximum and at curves, tangents, and corners. Run bars continued through joints at storefront sidewalk curb. Sack finish exposed surfaces.

GRADING & DRAINAGE PLAN:

- 1% minimum slope on paving (0.5% in concrete gutter). No concrete swales.
- 3% maximum slope at grocery cart traffic areas, within 200' of store entrances, and within 40' of receiving dock.
- 5% maximum at other areas.
- Provide natural truck dock (no truck well). Finished floor of dock to be 52 inches above grade.
- Roof top drains to be tight lined to the site storm water system. Show separation of "site work" versus "building work."
- Albertson's building pad shall be graded to a level below finished floor equal to the floor slab thickness plus drainage course if any, as specified in the owner's report of subsurface investigation to an accuracy of plus or minus 1/10th of a foot.
- Albertson's building pad shall be compacted and certified as recommended by Albertson's soils report.
- Include storm drainage retention study and plan if required.
- No mechanical means shall be used to assist site drainage.

LANDSCAPE PLAN:

- Meet but do not exceed minimum requirements.
- Use inexpensive, low maintenance type ground cover, if required.
- Trees to be no smaller than 1½" caliper; shrubs to be 5 gallon minimum.
- Avoid obscuring storefront and pylon signs with trees.
- Plastic, automatic irrigation system with separate water meter. Keep heads away from edges of planters.
- Provide sprinkler layout with associated electrical diagrams.
- Provide legend containing plant list with common name, Latin name and size of plant.

UTILITY PLAN:

- Plan shall include, but not be limited to, the following: Designated inverts, sanitary sewer, domestic water, fire sprinkler water (including flow & pressure), grease trap locations, gas and telephone service. Show separation of "site work" versus "building work" consistently for all buildings as defined in Development Agreement.
- Albertson's Design Department will provide Albertson's building utility demand and location information within 10 days of a written request to do so.
- Manhole covers, catchbasin, and clean-out boxes shall not be located in traffic aisles or entry ramp areas.

MD

SITE ELECTRICAL/LIGHTING PLAN:

- Architectural fixtures (no "cobra" heads).
- No Cor-ten light poles.
- Tallest poles practical, minimum number to maintain lighting levels indicated.
- Pole bases to be concrete 2'-6" high above grade 2'-0" diameter, formed with circular "sono" tube. Slope top of pole base to shed moisture. Sack finish.
- Metal Halide site lighting only (no high pressure sodium [HPS]).
- High Pressure Sodium lighting may only be used when surrounding areas adjacent to site have same, or required by local government agencies.
- Site lighting design to incorporate point-by-point photometrics of proposed lighting layout.
- Minimum 1-foot candle maintained at grade level (1.5-foot candles maintained where HPS lamps are required).
- Minimum 2-foot candles maintained at grade level for all vehicle and pedestrian entrances to the site, at on-site vehicle intersections and at Albertson's store entrances (3-foot candles maintained where HPS lamps are required).
- Light poles and sign locations must not conflict.
- Site lighting from parking lot light poles and pylon signs must go to house panel with dedicated meter. No other loads are to be connected to this panel.
- All building security and soffit lights must go to respective building panel.
- Albertson's pylon signs and selected poles within parking lot, at main drives and in front of Albertson's, are to be connected to house panel by separate circuits and controls. (Control to be a Tork #7100L [with reserve] time clock, and Tork #2100 photo cell and required contactors.)
- Center lights to be photo cell on and off (Photo Control on at dusk/time clock off after store closing/time clock on before store opening/Photo Control off at dawn).
- Parking lot night lights (Photo Control only) must be clearly indicated and metered through house panel.
- House panel not to be located on or within 50 feet of Albertson's building and shall be sized for minimum spares and spaces.
- Provide panel schedule showing all loads connected to house panel.
- Site light fixtures shall be one of the following approved manufacturers (no exceptions): Gardco, Quality, Hi-Tek, Kim, or Delta. Provide fixture schedule.
- Include electrical service Layout. Show separation of "site work" versus "building work" consistently for all buildings as defined in Development Agreement.

EXHIBIT "C"

INSURANCE REQUIREMENTS

The Site Contractor shall procure and maintain until the Site Work has been completed and accepted in accordance with Section 10.2 of the Development Agreement comprehensive general liability insurance with broad form coverage endorsement with combined single limits of not less than \$2,000,000 per occurrence. Such insurance must include broad form general liability endorsement and broad form property damage coverage including, but not limited to, damage arising from explosion, collapse of structures or other property and damage to underground utilities and property with any X.C.U. exclusion removed. The insurance must include contractor's protective liability insurance, product and completed operations coverage and contractual liability insurance. The comprehensive general liability policy shall be endorsed to include personal injury, libel, slander, wrongful eviction, and false arrest. All policies of insurance provided hereunder shall be written on an "occurrence" basis, if available, and if not, on a "claims made" basis.

The above policy of insurance shall name First Party and Albertson's as additional insureds. The Site Contractor shall furnish First Party and Albertson's certificates (and, if requested by Albertson's, with a copy of the insurance policy as well) showing such coverage and showing that coverage will not be cancelled, materially changed or nonrenewed without thirty (30) days' prior written notice to First Party and Albertson's. If coverage is obtained by naming First Party and Albertson's as additional insureds, the policy must contain a cross liability clause and a breach of warranty clause and the certificate must so indicate. If the required coverage is obtained through a combination of comprehensive general liability and umbrella coverage, the certificate for umbrella coverage must also show that First Party and Albertson's will be given thirty (30) days' prior written notice of cancellation, material change or nonrenewal.

The Site Contractor must provide certificates showing statutory worker's compensation coverage and showing employer's liability coverage with minimum limits of \$300,000. In addition, the Site Contractor will provide evidence its subcontractors and their subcontractors carry similar coverage. First Party and Albertson's need not be named as additional insureds on the employer's liability coverage or the worker's compensation coverage. First Party and Albertson's must be given thirty (30) days' prior written notice of cancellation or nonrenewal of either coverage.

The Site Contractor must provide certificates of insurance showing that it maintains comprehensive automobile liability insurance for all owned, nonowned and hired vehicles with single limits of at least \$2,000,000 per occurrence. Such coverage must name First Party and Albertson's as additional insureds. The Site Contractor must provide a certificate (and, if requested by Albertson's,

a copy of the Insurance policy as well) showing such coverage and showing that such coverage will not be cancelled, materially changed or nonrenewed without thirty (30) days' written notice to First Party and Albertson's.

Breach of Warranty Clause

As to the interest of any additional insured, the insurance afforded by the policy shall not be invalidated by any breach or violation by the additional insured of any warranties, declarations or conditions, but not the exclusions, in the policy, but this shall not prevent exhaustion of the limits of liability by payment on behalf of any insured.

Cross Liability Clause

The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability.

30 Day Notice Clause - Acceptable Language

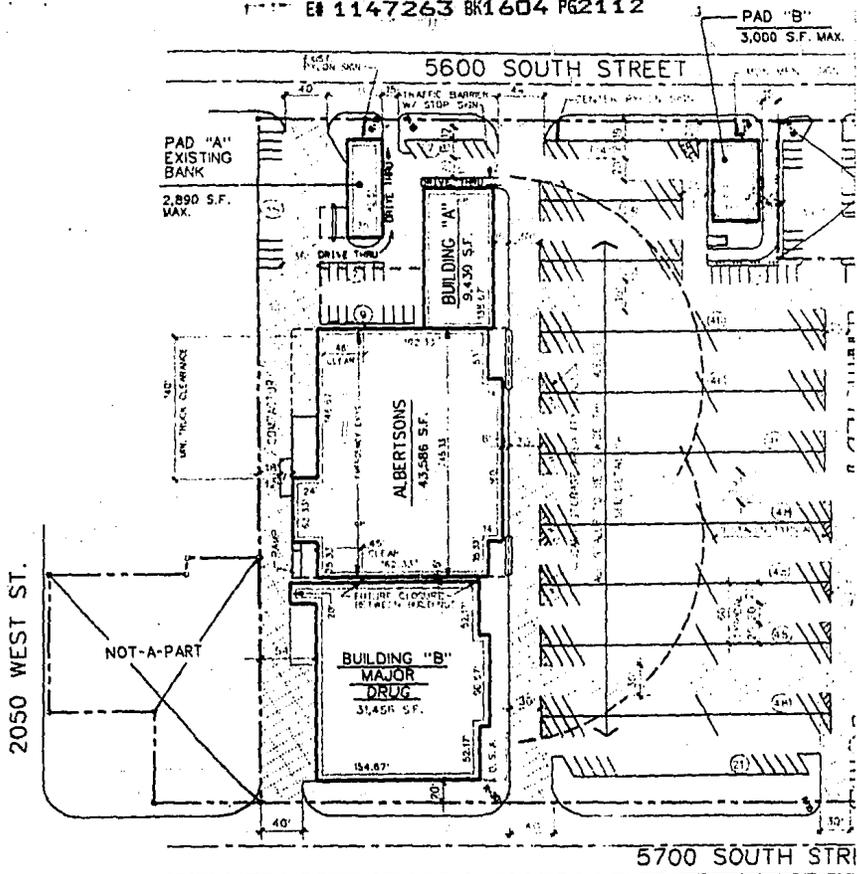
In the event of cancellation, material change or nonrenewal of the policy or policies by the company during the periods of coverage as stated herein, 30 days' written notice of such cancellation, material change or nonrenewal will be mailed to the party to whom this certificate is issued.

30 Day Notice Clause - Non-Acceptable Language

Should any of the above described policies be cancelled, materially changed or nonrenewed before the expiration date thereof, the issuing company will endeavor to mail 30 days' written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

WB

E# 1147263 BK1604 P62112

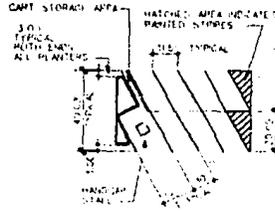
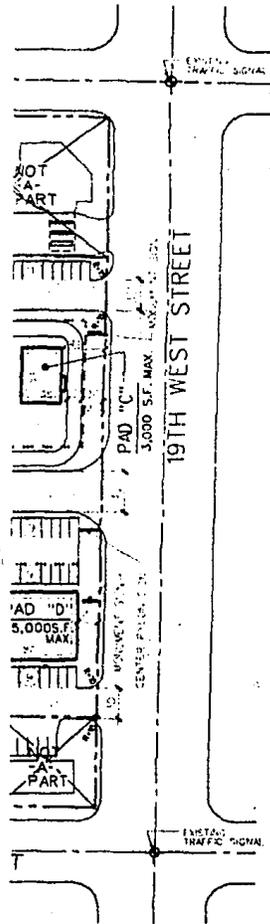


GENERAL NOTES

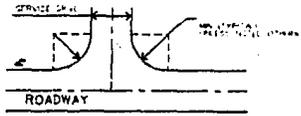
DRAWN W/OUT BENEFIT OF SURVEY
 NO TRUCK WELLS, NATURAL DOCK ONLY
 PARKING REQUIREMENTS:
 1 STALL/ 200 S.F. GROSS BUILDING AREA
 BUILDING SETBACK REQUIREMENTS:
 BY CITY REVIEW
 LANDSCAPE REQUIREMENTS:
 10% SITE AREA, 20' BUFFERS @ STREETS
 10' BUFFER @ REAR
 ZONING REQUIREMENTS:
 EXISTING - C-2
 REQUIRED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

LEGEND

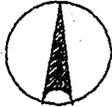
PROPERTY LINE ———
 PARCEL LINE - - - - -
 EXPANSION LIMIT LINE - · - · -
 BUILDING AREA [Solid Box]
 HEAVY DUTY ASPHALT [Hatched Box]
 BUILDING LIMIT LINE [Dotted Box]



(A) PARKING DETAIL



(B) CURB CUT DETAIL



NORTH
SCALE: 1"=100'-0"

EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA	1,98,362 S.F.
TOTAL CARPARKS REQUIRED	492
TOTAL CARPARKS PROVIDED	502 (+10)
TOTAL CARPARKS W/IN 200' RAD.	164
TOTAL SITE AREA	423,460 S.F. (9.72 ac)

EXHIBIT "A-2"

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

MR. W.E.H.
MR. W.E.H.
MR. W.E.H.
MR. W.E.H.
MR. W.E.H.
MR. W.E.H.
MR. W.E.H.

ROY, J.T.

ALBERTSONS NO. 3-PR (328)
S.W.C. 19TH WEST ST. & 5800 SOUTH ST.
328 PARCEL 1018 SALES BOOK, PAGE 0178

DATE: 3-15-90

EXHIBIT "A" SITE PLAN

1

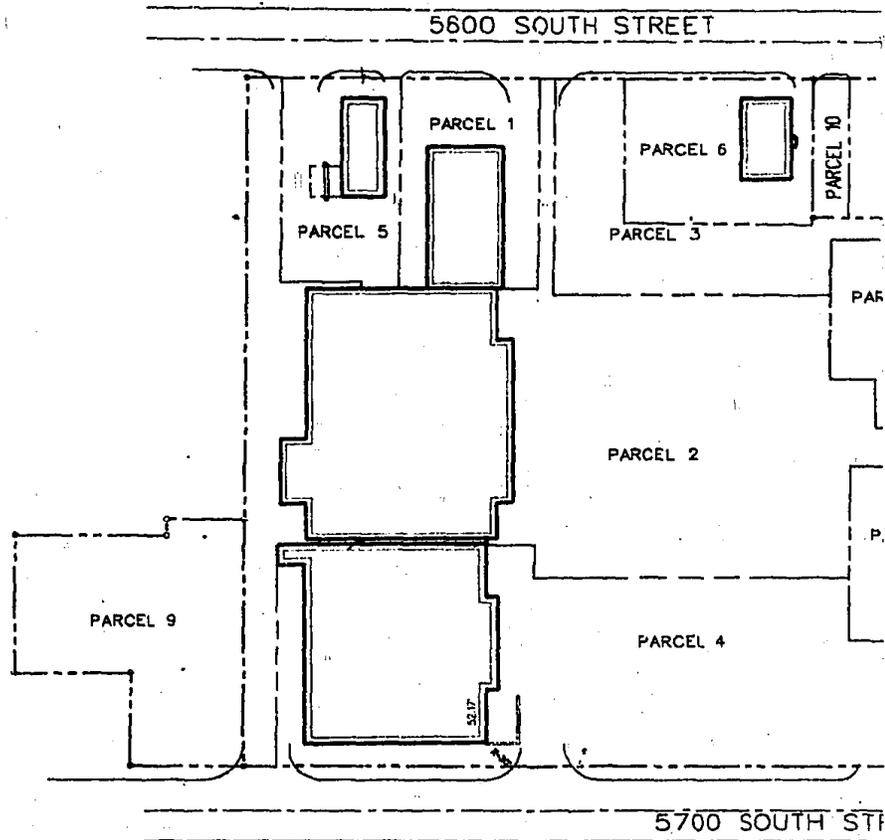


EXHIBIT "A" PARCEL MA

LEGEND

- PROPERTY LINE ———
- PARCEL LINE - - - - -
- BUILDING AREA 

