

WHEN RECORDED RETURN TO:
Roy City Centre Realty Limited
ATT: Glen W. Roberts
2677 E. Arleys Way
Salt Lake City UT. 84109

E# 1147267 BK1604 PG2129
DOUG CROFTS, WEBER COUNTY RECORDER
31-JUL-91 1045 AM FEE \$24.50 DEP MH
REC FOR: LANDMARK-TITLE

CROSS-EASEMENT AGREEMENT AND
DECLARATION OF RESTRICTIONS

RECORDED
INDEXED
X

This Cross-easement and Declaration of Restrictions is executed this 30 day of July, 1991, by and between ROY CITY CENTRE REALTY LIMITED, a Utah limited partnership (hereinafter "RCCL") and FIRST SECURITY BANK, N.A. (hereinafter "FIRST SECURITY").

WHEREAS, RCCL owns the real property described in the attached Exhibit "A", commonly referred to as the ROY CITY SHOPPING CENTRE; and

WHEREAS, FIRST SECURITY owns the real property described in the attached Exhibit "B", hereinafter referred to as "FIRST SECURITY PROPERTY"; and

WHEREAS, the parties recognize that to effectively operate the respective businesses on the properties, access for ingress and egress needs to be provided as well as restrictions on use and the parties thus desire to enter into this agreement for the benefit of each of the parcels of property.

NOW, THEREFORE, the parties hereto in consideration of the covenants contained herein, and other valuable consideration, the recitals above incorporated herein by this reference, agree as follows:

1. RCCL, as owner of the property described in Exhibit "A", hereby grants and conveys to FIRST SECURITY a non-exclusive easement for pedestrian use, vehicular traffic, service, and maintenance vehicles, and access across, to and upon said property, and the right to use the ten (10) parking spaces denoted on Exhibit "C" for the benefit of the real property described in the attached Exhibit "B", and RCCL hereby confers a benefit on the real property described in the attached Exhibit "B" and its owner, occupants, customers, guests, patrons, clients, invitees, licensees and employees of the owner for the uses described herein.

2. FIRST SECURITY, as owner of the real property described in the attached Exhibit "B", hereby conveys and grants to RCCL a non-exclusive easement for pedestrian use, vehicular traffic, service and maintenance vehicles, and access across, to and upon said property described in Exhibit "B" for the benefit of the real property described in the attached Exhibit "A" and hereby confers a benefit on the real property described in Exhibit "A" and its owners and owners' tenants, occupants, customers, guests, patrons, clients, invitees, licensees and employees of the owner and businesses located on the real property described in Exhibit "A", for the uses described herein.

[Handwritten Signature]
LIC 3701

3. FIRST SECURITY hereby agrees that the FIRST SECURITY PROPERTY described in the attached Exhibit "B" shall not be used for the following:

a. No part of the property shall be used as a supermarket (which shall be defined as any store or department containing more than 5,000 s.f. of floor area, and primarily devoted to the retail sale of food for off-premises consumption); as a bakery or delicatessen; for the sale of frozen or fresh meat, fish, poultry or produce for off-premises consumption; or for the sale or offer for sale of any ethical pharmaceutical products requiring the services of a registered pharmacist.

b. No part of the property shall be used as a bar, tavern, cocktail lounge, adult book or adult video store, automotive maintenance repair facility, warehouse, carwash, entertainment or recreational facility or training or educational facility; for the renting, leasing or selling of or displaying for the purpose of renting, leasing, or selling of any boat, motor vehicle or trailer; or for industrial purposes. For the purpose of this declaration, the phrase "entertainment or recreational facility" shall include, without limitation, a theatre, a bowling alley, skating rink, gym, health spa or studio, dance hall, billiard or pool hall, massage parlor, game parlor or video arcade (which shall be defined as any store containing more than four electronic games). The phrase "training or educational facility" shall include, without limitation, a beauty school, a barber college, reading room, place of instruction, or any other operation, catering primarily to students or trainees as opposed to customers.

4. FIRST SECURITY further agrees and covenants that the total square foot of the floor space in the building located on the FIRST SECURITY Property shall not exceed 5000 square feet in total floor area. "Floor area" shall be measured from the exterior walls of the building and shall include basement, subterranean, balcony and mezzanine space. This restriction may not be amended or altered without the express written consent of RCCL. 12

5. It is intended that the easements, declarations and restrictions conveyed and granted herein are severable rights and are to run with the land and be appurtenant to the respective parcels benefited by each such easement and inure to the benefit of each respective parcel and the parties' heirs, personal representatives, successors and assigns, and upon any person acquiring the property described in Exhibits "A" and "B" or any portion thereof or any interest therein, whether by operation of law or otherwise. FIRST SECURITY and RCCL shall provide and maintain property damage and general liability policies of insurance in reasonable amounts for the respective parcels of real 05/12/80

property which they own.

6. RCCL and FIRST SECURITY shall hold each other harmless from any claims or causes of action resulting from any accident and/or damage which occurs on its own respective property unless the accident or damage was caused by the acts of the other party.

7. A person shall be deemed to be in default of this declaration upon the expiration of thirty (30) days from receipt of written notice specifying the particulars in which such person has failed to perform the obligations of this declaration unless such person, prior to the expiration of said 30 days, has rectified the particulars specified in said notice of default. However, such person shall not be deemed to be in default if such failure cannot be rectified within said 30 day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

8. All notices given pursuant to this Cross-easement and Declaration of Restrictions shall be in writing and given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the person and address designated below:

ROY CITY CENTRE REALTY LIMITED PARTNERSHIP
c/o Woodbury Amsource, Inc.
Attn: John R. Gaskill
2677 E. Parleys Way
Salt Lake City, Utah 84109

FIRST SECURITY BANK, N.A.
Corporate Real Estate Division
79 South Main Street, 4th Floor
Salt Lake City, Utah 84111

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 agreement shall be deemed given upon receipt.

9. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Cross-easement and Declaration of Restrictions, 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 or attorneys fees (including its reasonable costs and attorneys fees on any appeal).

10. This Cross-easement Agreement and Declaration of Restrictions shall be recorded in the office of the Weber County Recorder and shall terminate automatically sixty-four (64) years from the date hereof.

Executed as of the day and year first above written.

ROY CITY CENTRE REALTY LIMITED
PARTNERSHIP, a Utah limited
partnership

By: WOODBURY AMSOURCE,
INC., a Utah
corporation
Its: Managing General Partner

By: John R. Gaskill
John R. Gaskill
Its: President

By: W. Richards Woodbury
W. Richards Woodbury
Its: Vice President

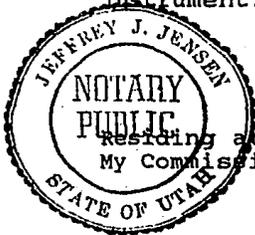
FIRST SECURITY BANK, N.A.

By: W. L. Hamilton
Its: Executive Vice President

ACKNOWLEDGEMENT

STATE OF UTAH)
)
) : ss.
COUNTY OF SALT LAKE)

On the 20th day of July, 1991, personally appeared before me John R. Gaskill and W. Richards Woodbury, who being by me duly sworn, did say for themselves that they executed the above instrument.



[Signature]
Notary Public

Residing at: Salt Lake
My Commission Expires: 7-9-91

By _____

ACKNOWLEDGMENT

STATE OF UTAH)
)
) : ss.
COUNTY OF SALT LAKE)

On the 30 day of July, 1991, personally appeared before me W. Houghton, who being by me duly sworn did say, that he is the Executive Vice President of FIRST SECURITY BANK, N.A., and that he executed the above instrument.

[Signature]
Notary Public

My Commission Expires: 5-19-93
Residing at: Salt Lake City, UT



[Handwritten initials]

E# 1147267 BK1604 PG2134

EXHIBIT "A" ~~XXXXXXXXXX~~

RCCL PROPERTY

GR
1/11

09-101-0001 09-101-0011
 09-101-0002 09-101-0012
 09-101-0003 09-101-0013
 09-101-0007 09-113-031
 09-101-0008 09-113-025
 09-101-0010 09-113-030

E# 1147267 BK1604 PG2135

PARCEL 1
 ROY CITY CENTRE

EXHIBIT A

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 SUBJECT TO
 0012 POLYLINE WITH

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.

09-101-0001 SUBJECT TO
 0012 POLYLINE WITH
 0013 POLYLINE WITH
 0014 POLYLINE WITH

Handwritten initials and marks

PARCEL 4
PAYLESS DRUG PARCEL
ROY CITY CENTRE

EXHIBIT A

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.

09-101-0015 } SUBJECT TO
0012 } TOGETHER WITH

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.

09-101-0015 } SUBJECT TO
0012 } TOGETHER WITH

Handwritten initials and marks

PARCEL 6
PAD B
ROY CITY CENTRE

EXHIBIT A

Beginning at a point on the south right-of-way line of 5600 South Street, said point being North 89° 43'34" West 230.14 feet along the section line and South 00° 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° 27'51" West 144.32 feet;
Thence, North 89° 32'09" West 166.00 feet;
Thence, North 00° 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° 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° 27'51" West.

01-101-0008 SUBJECT TO
0019 (INCL. IN WITH)

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.

Handwritten initials/signature.

EXHIBIT "A"

E# 1147267 BK1604 PG2138

PARCEL 8
PAD D
ROY CITY CENTRE

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

Thence, North $89^{\circ} 32'09''$ West 116.00 feet;

Thence, North $00^{\circ} 27'51''$ East 12.50 feet;

Thence, North $89^{\circ} 32'09''$ West 29.00 feet;

Thence, North $00^{\circ} 27'51''$ East 175.00 feet;

Thence, South $89^{\circ} 32'09''$ East 145.00 feet to the west

right-of-way line of 1900 West Street;

Thence, along the westerly right-of-way line of 1900 West Street, South $00^{\circ} 27'51''$ West 187.50 feet to the point of beginning.

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

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

09-101-0015 * SUBJECT TO
0012 * TOGETHER WITH

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

AMERICAN SAVINGS PARCEL

Part of the Northeast Quarter of Section 23, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey: Beginning at the Northeast corner of said Northeast Quarter of Section 23; running thence South 178.43 feet along the Quarter Section line; thence West 200 feet; thence North 178.43 feet to the Section line; thence East 200 feet to the point of beginning.

09-101-077
PARCEL D

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

of
1/2

E# 1147267 BK1604 PG2140

EXHIBIT "C"

SITE PLAN

A/WOODAMSO/RCCL.EXA

Handwritten signature

E# 1147267 BK1604 P62141

19TH WEST STREET

5600 SOUTH STREET

PAD "B"
3,000 S.F. MAX.

PAD "C"
3,000 S.F. MAX.

PAD "D"
5,000 S.F. MAX.

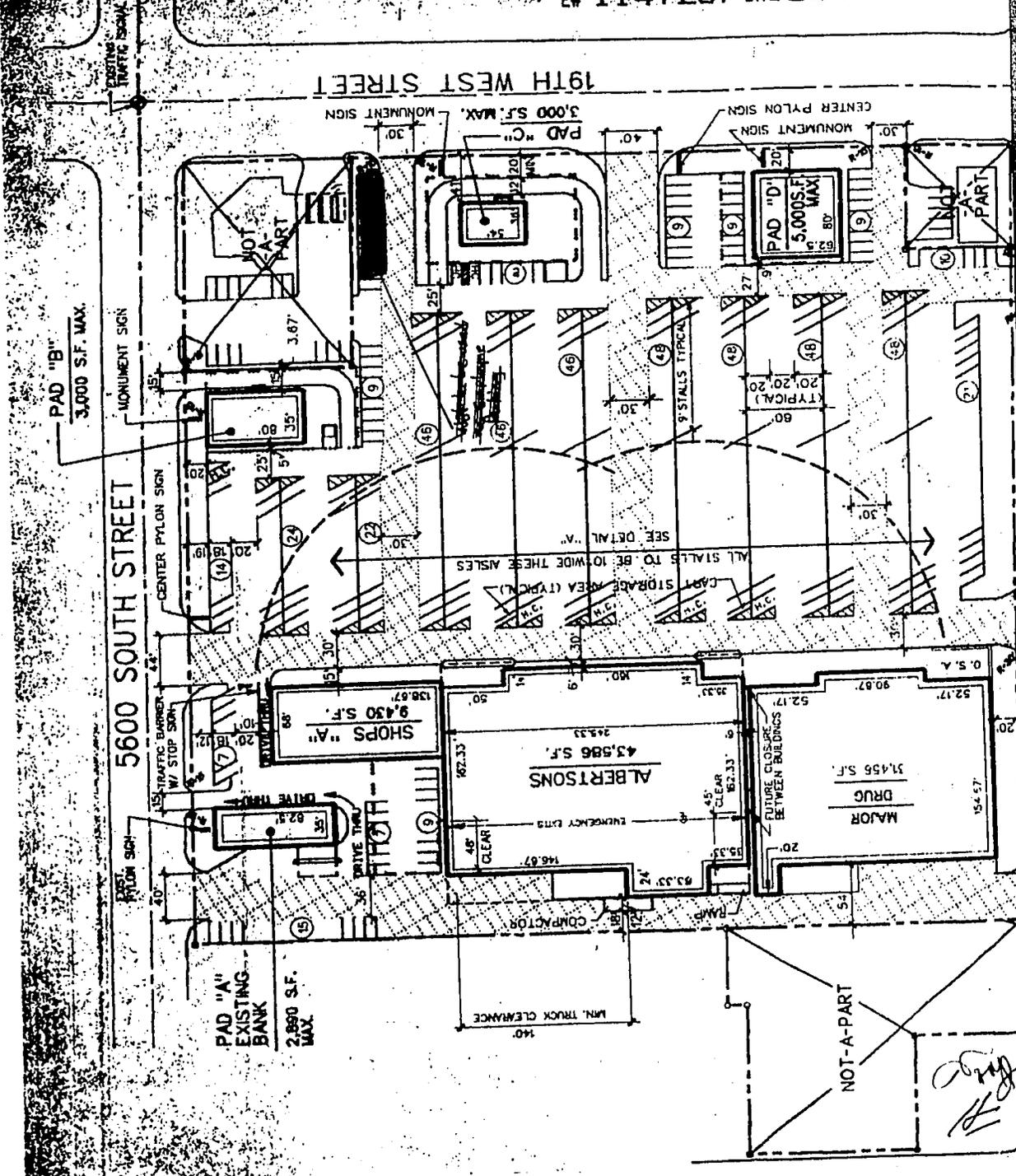
PAD "A"
EXISTING BANK
2,890 S.F.
MAX.

SHOPS "A"
9,430 S.F.

ALBERTSONS
43,586 S.F.

MAJOR
DRUG
31,456 S.F.

NOT-A-PART



SEE DETAIL...A
ALL STALLS TO BE 10 WIDE THESE AISLES
CARP STORAGE AREA (TYPICAL)

FUTURE CLOSURE
BETWEEN BUILDINGS

MIN. TRUCK CLEARANCE
140'

H. H. H.