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RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2003 JUN 24 2:16 PM FEE 74.00 DEP JC
REC'D FOR METRO NATIONAL TITLE

When recorded return to:
Thomas E. Halter
Gust Rosenfeld P.L.C.
201 E. Washington, Suite 800
Phoenix, AZ 85004-2327
090500002

Layton (#20). UT #5205-00

**EASEMENTS WITH COVENANTS AND
RESTRICTIONS AFFECTING LAND ("ECR")**

THIS AGREEMENT is made as of the 24th day of June, 2003, between **WAL-MART STORES, INC.**, a Delaware corporation, of 2001 S.E. Tenth Street, Bentonville, Arkansas 72716 ("Wal-Mart"), **MANOR HOUSE REAL ESTATE, LLC**, a Utah limited liability company, of 872 W. Heritage Park Boulevard, #200, Layton, Utah 84041, **TETON INVESTMENT HOLDINGS, L.P.**, a Utah limited partnership, of 1544 North Woodland Park Drive, #30, Layton, Utah 84041, and **LANDSTAR DEVELOPMENT, LLC**, a Utah limited liability company, of 1544 North Woodland Park Drive, #30, Layton, Utah 84041 as their interest appear (collectively, jointly and severally, "Developer").

WITNESSETH:

WHEREAS, Wal-Mart is the owner of the Wal-Mart Tract as shown on the plan attached hereto as Exhibit A-1 hereof, said tract being more particularly described in Exhibit B attached hereto;

WHEREAS, Developer is the owner of the Developer Tract and the Outparcel(s) shown on the plan attached hereto as Exhibit A-1 hereof, the same being more particularly described in Exhibit C hereof; and

WHEREAS, Wal-Mart and Developer desire that the Wal-Mart Tract and the Developer Tract be developed in conjunction with each other pursuant to a general plan of improvement to form a commercial Shopping Center (sometimes hereinafter referred to as the "Shopping Center"), and further desire that said tracts and the Outparcel(s) be subject to the easements and the covenants, conditions and restrictions hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, Wal-Mart and Developer do hereby agree as follows:

1. Building/Common Areas.

a. "Building Areas" as used herein shall mean that portion of the Wal-Mart Tract and those portions of the Developer Tract shown on Exhibit A-2 as "Building Area" (and "Future Building Area" and "Future Expansion Area"). Canopies may encroach from

the Building Areas over the Common Areas provided the canopies do not interfere with the use of the Common Areas.

b. "Common Areas" shall be all of the Wal-Mart Tract and the Developer Tract except the Building Areas.

c. Conversion to Common Areas: Those portions of the Building Areas on each tract which are not from time to time used or cannot, under the terms of this Agreement (including Paragraph 6a.(3)), be used for buildings shall become part of the Common Area for the uses permitted hereunder and shall be improved, kept and maintained as provided herein.

2. Use. Buildings in the Shopping Center shall be used for commercial purposes of the type normally found in a retail shopping center including, without limitation, financial institutions, service shops, offices, and retail stores. No cafeteria, restaurant occupying a building space larger than 3,500 square feet in size, theatre, bowling alley, billiard parlor, night club or other place of recreation or amusement, or any business deriving in excess of 30% of its gross sales from the sale of alcoholic beverages shall occupy space within the Shopping Center without the prior written consent of Wal-Mart. In addition, no fitness center may be located within 300 feet of the Wal-Mart Tract property line nor occupy a building space larger than 7,500 square feet in size. Developer recognizes that said businesses may inconvenience Wal-Mart's customers and adversely affect Wal-Mart's business. Notwithstanding anything to the contrary contained herein it is expressly agreed that nothing contained in this Agreement shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business by Wal-Mart on the Wal-Mart Tract. Developer recognizes and agrees that Wal-Mart may, at Wal-Mart's sole discretion and at any time during the term of this Agreement, cease the operation of its business on the Wal-Mart Tract; and Developer hereby waives any legal action for damages or for equitable relief which might be available to Developer because of such cessation of business activity by Wal-Mart.

3. Competing Business. Developer covenants that as long as Wal-Mart, or any affiliate of Wal-Mart, is the user of the Wal-Mart Tract, either as owner or lessee, no space in or portion of the Developer Tract, shall be leased or occupied by or conveyed to any other party for use as a membership warehouse club, a pharmacy, a discount department store or other discount store, as a grocery store or as any combination of the foregoing uses. In the event of a breach of this covenant, Wal-Mart shall have the right to terminate this Agreement and to seek any and all remedies afforded by either law or equity. Nothing in this Section 3 shall be deemed to prohibit the operation of the following on the Developer Tract: (i) category retailers (selling primarily a single category of goods such as electronics, clothes, hardware or sporting goods) or (ii) Dollar Stores which sell a majority of their merchandise for \$1.00 or less.

4. Buildings.

a. Design and Construction. The Buildings shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible and so that building wall footings shall not encroach from one tract onto another tract except as provided for in Subsection d. below. The design and construction shall be of high quality. No building shall

exceed thirty-five feet (35') in height above finished grade. No building shall have a metal exterior.

b. Location. No building shall be constructed on the Wal-Mart Tract and the Developer Tract (as either immediate development or future expansion) except within the Building Areas and no improvements or alterations which substantially vary from those shown on Exhibit A-2 may be made without the prior written consent of Wal-Mart. The front wall(s) of the building(s) on the Wal-Mart Tract and the Developer Tract shall be constructed in the location shown in Exhibit A-2.

c. Fire Protection. Any building constructed in the Shopping Center shall be constructed and operated in such a manner which will preserve the sprinklered rate on the other buildings in the Shopping Center.

d. Easements. In the event building wall footings encroach from one tract onto another, despite efforts to avoid that occurrence, the party onto whose tract the footings encroach shall cooperate in granting an encroachment permit or easement to the party whose building wall footings encroach.

e. Outparcel(s) Development. The Outparcel(s) shall be developed only under the following guidelines:

(1) The building constructed on the Outparcel(s) shall not exceed twenty-two (22) feet in height, as measured from the mean finished elevation of the parking area of the Shopping Center.

(2) Any buildings to be constructed on the Outparcel(s) shall not exceed 5,000 square feet in size.

(3) Any rooftop equipment shall be screened in a manner satisfactory to the Developer.

(4) No rooftop sign shall be erected on the building constructed.

(5) No freestanding identification sign may be erected on the Outparcel(s) without approval of the Developer, and in no event shall such freestanding identification sign exceed the height of the shopping center pylon sign or block the visibility of the Wal-Mart Store. Notwithstanding the foregoing, there may be erected entrance-exit signs to facilitate the free flow of traffic, which entrance-exit signs shall be of a monument type, not to exceed 3'3" in height, the type and location of such signs to be approved by Developer.

(6) No improvements shall be constructed, erected, expanded or altered on the Outparcel(s) until the plans for same (including site layout, exterior building materials and colors and parking) have been approved in writing by Developer. No building or structure of any kind shall be erected on the Outparcel(s) except upon that area designated as a building area on Exhibit A-2; provided, there may be constructed and maintained a canopy or canopies projecting from said building area; normal foundations and doors for ingress and egress may project from such building area; and signs may be erected upon said canopy or canopies, so long as said signs do not obstruct the signs of any other owner or tenant of the Shopping Center.

190A

(7) In developing and using the Outparcel(s), the owner of the Outparcel(s) shall continuously provide and maintain a parking ratio on such Outparcel(s) equal to one of the following: (i) fifteen (15) spaces for every one thousand (1,000) square feet of building space for any McDonald's Restaurant; or (ii) ten (10) spaces for every one thousand (1,000) square feet of building space for any restaurant or entertainment use less than five thousand (5,000) square feet (subject to the exception above); or (iii) six (6.0) spaces per one thousand (1,000) square feet of building space for any other use. In addition, the owner shall cause landscaping areas to be added and maintained in conjunction with any building or other improvement constructed on the Outparcel(s).

(8) The Outparcel(s) shall be kept neat, orderly, planted in grass and trimmed until improved and constructed.

(9) Subject to the prior written consent of Developer, any building, structure or improvement on the Outparcel(s) shall be used for retail or commercial purposes only, however, no building, structure or improvement on the Outparcel(s) may be used as a theater, night club, bowling alley, health spa, cafeteria, billiard parlor or other place of recreation or amusement, or as a business deriving in excess of 30% of its gross sales from the sale of alcoholic beverages or as a pharmacy, a discount department store, membership warehouse club, grocery store, a variety, general or "dollar" store or as any combination of the foregoing uses.

(10) The owner(s) of the Outparcel(s) or Developer shall maintain comprehensive public liability insurance, property damage and all-risk hazard insurance on the Outparcel(s) their buildings, appurtenances and other improvements located thereon. Such insurance shall (i) be carried with reputable companies licensed to do business in the state in which the Outparcel(s) are located; (ii) have liability limits of at least \$2,000,000.00 for each occurrence, bodily injury and property damage combined; (iii) provide for full replacement value for the buildings and improvements covered thereunder; and (iv) not be subject to change, cancellation or termination without at least thirty (30) days prior written notice to Developer.

5. Common Areas.

a. Grant of Easements. Each party, as grantor, hereby grants to the other party, as grantee, and to the agents, customers, invitees, licensees, tenants and employees of grantee, a nonexclusive easement over, through and around their respective tracts for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, and the use of facilities installed for the comfort and convenience of customers, invitees, licensees, tenants and employees of all businesses and occupants of the buildings constructed on the Building Areas defined above. In addition to the foregoing, Wal-Mart and Developer hereby grant for the benefit of those certain Outparcel(s) now owned by Developer and identified on Exhibit A-1, nonexclusive easements for vehicular and pedestrian access, ingress, and egress over and across the Wal-Mart Tract and the Developer Tract; provided, however, in no event shall the owner, occupant, licensee or invitee of any of the Outparcel(s) be permitted to use the Wal-Mart Tract or the Developer Tract for vehicular parking or for any other purpose other than as described above.

b. Limitations on Use.

(1) Customers. Each party shall use reasonable efforts to ensure that customers and invitees shall not be permitted to park on the Common Areas except while shopping or transacting business on the Wal-Mart Tract and the Developer Tract.

(2) Employees. Each party shall use reasonable efforts to ensure that employees shall not park on the Common Areas, except in areas designated on Exhibit A-2 as "employee parking areas," if any. The parties hereto may from time to time mutually designate and approve "employee parking areas" not shown on Exhibit A-2.

(3) General. Any activity within the Common Areas other than its primary purpose of the Common Areas, which is to provide for parking for the customers, invitees and employees of those businesses conducted with the Building Areas and for the servicing and supplying of such businesses, shall be permitted so long as such activity shall not unreasonably interfere with such primary purpose. Persons using the Common Areas in accordance with this Agreement shall not be charged any fee for such use.

c. Utility and Service Easements.

(1) In addition to the specific easement grants pursuant to Sections 5(c)(2) through 5(c)(7) below, the parties shall cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Shopping Center and the Outparcel(s). Both parties shall use their best efforts to cause the installation of such utility and service lines prior to paving of the Common Areas. No such lines, sewers, utilities or services of one party shall be installed within the Building Areas on the other party's parcel.

(2) Developer hereby grants to Wal-Mart for the benefit of Wal-Mart and the Wal-Mart Tract a non-exclusive easement over and on that portion of the Developer Tract depicted and described on Exhibit A-3 attached hereto (the "Storm Water Detention Area") for storm water detention and retention and for the construction, maintenance, repair and replacement of storm water detention and retention improvements.

(3) Developer hereby grants to Wal-Mart for the benefit of Wal-Mart and the Wal-Mart Tract an exclusive easement over, under and on that portion of the Developer Tract depicted and described on Exhibit A-4 attached hereto (the "Water Line Easement") for the construction, maintenance, repair and replacement of a water line and related improvements.

(4) Developer hereby grants to Wal-Mart for the benefit of Wal-Mart and the Wal-Mart Tract an exclusive easement over, under and on that portion of the Developer Tract depicted and described on Exhibit A-5 attached hereto (the "Storm Drain Easement") for the construction, maintenance, repair and replacement of a storm drain and related improvements.

(5) Developer hereby grants to Wal-Mart for the benefit of Wal-Mart and the Wal-Mart Tract an exclusive easement over, under and on that portion of the

Developer Tract depicted and described on Exhibit A-6 attached hereto (the "Sanitary Sewer Easement") for the construction, maintenance, repair and replacement of a sanitary sewer and related improvements.

(6) Developer hereby grants to Wal-Mart for the benefit of Wal-Mart and the Wal-Mart Tract a temporary construction easement over and on the Developer Tract for purposes of constructing improvements in the Storm Water Detention Area, the Water Line Easement, the Storm Drain Easement, the Sanitary Sewer Easement and the Service Drive.

(7) Wal-Mart hereby grants to Developer for the benefit of Developer and the Developer Tract an exclusive easement over, under and on that portion of the Wal-Mart Tract depicted and described on Exhibit A-7 attached hereto for the construction, maintenance, repair and replacement of a storm drain and related improvements. Developer shall repair any and all damage done to any improvements located on the Wal-Mart Tract which is caused as a result of the exercise of the Developer's rights granted pursuant to this Section 5(c)(7).

d. Water Flow. Any alteration in the natural water flow which may occur as a natural consequence of normal construction activities and the existence of the party's improvements substantially as shown on Exhibit A-2 (including without limitation building and building expansion, curbs, drives and paving) shall be permitted.

6. Development, Maintenance, and Taxes.

a. Development.

(1) Arrangement. The arrangement of the Common Areas shall not be changed in a manner inconsistent with the provisions of this Agreement.

(2) "Parking Area" Ratio. Each party hereto agrees that at all times there shall be independently maintained on each tract parking area sufficient to accommodate not fewer than 4.9 car spaces for each one thousand (1,000) square feet of building or buildings on such tract, provided however, for any non-buffet style restaurant use or fitness center use on the Developer Tract, Developer agrees that at all times there shall be independently maintained on the Developer Tract parking area sufficient to accommodate not fewer than ten (10.0) car spaces for each one thousand (1,000) square feet of building or buildings on the Developer Tract devoted to such use, provided further however, for any buffet style restaurant use on the Developer Tract, Developer agrees that at all times there shall be independently maintained on the Developer Tract parking area sufficient to accommodate not fewer than twelve (12.0) car spaces for each one thousand (1,000) square feet of building or buildings on the Developer Tract devoted to such use.

(3) Wal-Mart Extension Drive/Service Drive. Wal-Mart shall have the right to construct the "Wal-Mart Extension Drive" on the Developer Tract as depicted on Exhibit A-2. Developer agrees to construct the "Service Drive" depicted on Exhibit A-2 on or before that date which is five (5) months from the date of this Agreement. In the event Developer fails to timely construct the Service Drive, Wal-Mart shall have the right to construct the same and Developer agrees to reimburse Wal-Mart for the costs associated therewith within thirty (30) days after receipt of an invoice applicable thereto.

b. Maintenance.

(1) Standards. Following completion of the improvements on the Common Areas, the parties hereto shall maintain the Common Areas in good condition and repair. The maintenance is to include, without limitation, the following:

(a) Maintaining the 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 in quality, use, and durability;

(b) Removing all papers, ice and snow, mud and sand, 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) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;

(d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

(e) Maintaining all perimeter and exterior building walls including but not limited to all retaining walls in a good condition and state of repair; and

(f) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary.

(2) Expenses. The respective owners shall pay the maintenance expense of their tracts.

(3) By Agent. Subject to the mutual agreement of the parties hereto, a third party may be appointed as an agent of the parties to maintain the Common Areas in the manner as above outlined. Said third party may receive for such agency a fee that is mutually acceptable to all parties to cover supervision, management, accounting and similar fees, which sums are to be included in the general maintenance expense paid by the respective owners of the Common Areas.

c. Taxes. Each of the parties hereto agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against that part of the Common Areas owned by it.

7. Signs. No sign shall be located on the Common Areas on the Wal-Mart Tract and the Developer Tract except signs advertising businesses conducted thereon, of which, there shall be no more than two (2) signs on the Common Areas on the Wal-Mart Tract and two (2) signs on the Common Areas on the Developer Tract. No signs shall obstruct the ingress and egress shown on Exhibit A-2.

8. Indemnification/Insurance.

a. Indemnification. Each party hereby indemnifies and saves the other party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from personal injury, death, or property damage and occurring on or from its own tract, except if caused by the act or negligence of the other party hereto.

b. Insurance.

(1) Wal-Mart and the Developer (for the Developer Tract and the Outparcel(s) until such time as the Outparcel(s) are sold or leased to other parties who shall thereby assume this obligation) shall procure and maintain in full force and effect throughout the term of this Agreement general public liability insurance and property damage insurance against claims for personal injury, death or property damage occurring upon, in or about its property, each party's insurance to afford protection to the limit of not less than \$2,000,000.00 for injury or death of a single person, and to the limit of not less than \$2,000,000.00 for any one occurrence, and to the limit of not less than \$2,000,000.00 for property damage. Each party shall provide the other party with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by the party which may cover other property in addition to the property covered by this Agreement. Such insurance shall provide that the same may not be canceled without ten (10) days prior written notice to the other party.

(2) At all times during the term of this Agreement, each party shall keep improvements on its property insured against loss or damage by fire and other perils and events as may be insured against under the broad form of Uniform Extended Coverage Clause in effect from time to time in the state in which the parties' respective properties are located, with such insurance to be for the full replacement value of the insured improvements.

(3) Policies of insurance provided for in this Paragraph 8 shall name Wal-Mart and Developer as insureds as their respective interests may appear, and each of them shall provide to the other certificates evidencing the fact that such insurance has been obtained.

(4) Wal-Mart for itself and its property insurer hereby releases Developer, and Developer for itself and its property insurer hereby releases Wal-Mart from and against any and all claims, demands, liabilities or obligations whatsoever for damage to each other's property or loss of rents or profits of either Wal-Mart or Developer resulting from or in any way connected with any fire or other casualty whether or not such fire or other casualty shall have been caused by the negligence or the contributory negligence of the party being released or by any agent, associate or employee of the party being released, this release being to the extent that such damage or loss is covered by the property insurance which the releasing party is obligated hereunder to carry, or, if the releasing party is not carrying that insurance, then to the extent such damage or loss would be covered if the releasing party were carrying that insurance.

(5) Notwithstanding anything to the contrary contained in this Paragraph 8, so long as the net worth of Wal-Mart shall exceed One Hundred Million Dollars

(\$100,000,000.00), and so long as Wal-Mart is owner or Lessee of the Wal-Mart Tract, Wal-Mart shall have the right to retain (in whole or in part) the financial risk for any claim.

9. Eminent Domain.

a. Owner's Right To Award. Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's tract or giving the public or any government any rights in said tract. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Areas located on the Wal-Mart Tract and the Developer Tract, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the owner thereof, and no claim thereon shall be made by the owners of any other portion of the Common Areas.

b. Collateral Claims. All other owners of the Common Areas may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner.

c. Tenant's Claim. Nothing in this Paragraph 9 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.

d. Restoration Of Common Areas. The owner of any portion of the Common Areas so condemned shall promptly repair and restore the remaining portion of the Common Areas within its respective tract as nearly as practicable to the condition of the same immediately prior to such condemnation or transfer, to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

10. Rights And Obligations Of Lenders. If by virtue of any right or obligation set forth herein a lien shall be placed upon the tract of either party hereto, such lien shall expressly be subordinate and inferior to the lien of any first lienholder now or hereafter placed on such tract. Except as set forth in the preceding sentence, however, any holder of a first lien on the Wal-Mart Tract or the Developer Tract, and any assignee or successor in interest of such first lienholder, shall be subject to the terms and conditions of this Agreement.

11. Release from Liability. Any person acquiring fee or leasehold title to the Wal-Mart Tract or the Developer Tract, or any expansion of the Shopping Center pursuant to Paragraph 11 or any portion thereof, shall be bound by this Agreement only as to the tract or portion of the tract acquired by such person. In addition, such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such tract or portion of the tract, except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this paragraph, the easements, covenants and restrictions in this Agreement shall continue to be benefits to and servitudes upon said tracts running with the land.

12. Breach. In the event of breach or threatened breach of this Agreement, only all record owners of the Wal-Mart Tract as a group, or all record owners of the Developer Tract as a group, or Wal-Mart so long as it or any affiliate has an interest as owner or lessee of the

Wal-Mart Tract or Developer so long as it or any affiliate has an interest as owner or lessee of the Developer Tract, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach or threatened breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the date such action was filed.

13. Rights of Successors. The easements, restrictions, benefits and obligations hereunder shall create mutual benefits and servitudes running with the land. This Agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, lessees, successors and assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

14. Document Execution, Modification and Cancellation. It is understood and agreed that until this document is fully executed by both Developer and Wal-Mart there is not and shall not be an agreement of any kind between the parties hereto upon which any commitment, undertaking or obligation can be founded. This Agreement (including exhibits) may be modified or canceled only by the mutual agreement of (a) Wal-Mart as long as it or its affiliate has any interest as either owner or Lessee of the Wal-Mart Tract, or its successors in interest, and (b) Developer, as long as it or its affiliate has any interest as either owner or Lessor of the Developer Tract, or its successors in interest.

15. Non-Merger. So long as Wal-Mart or its affiliate is owner or lessee of the Wal-Mart Tract, this Agreement shall not be subject to the doctrine of merger.

16. Duration. Unless otherwise canceled or terminated, all of the easements granted in this Agreement shall continue in perpetuity and all other rights and obligations hereof shall automatically terminate and be of no further force and effect after ninety-nine (99) years from the date hereof.

17. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

18. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first written above.

ATTEST

WAL-MART STORES, INC., a Delaware corporation

By _____
John Clarke
Its Assistant Vice President

(SEAL)

"Wal-Mart"

ATTEST

MANOR HOUSE REAL ESTATE, LLC, a Utah limited liability company

By Wayne Bellum
Its member

"Developer"

ATTEST

TETON INVESTMENT HOLDINGS, L.P., a Utah limited partnership

By Doug D. Wilts
Its General Partner

"Developer"

ATTEST

LANDSTAR DEVELOPMENT, LLC, a Utah limited liability company

By Wayne Bellum
Doug D. Wilts
Its member

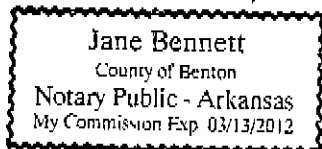
"Developer"

State of Arkansas

County of Benton

The foregoing instrument was acknowledged before me this 23rd day of June, 2003, by John Clarke, an Assistant Vice President of Wal-Mart Stores, Inc., a Delaware corporation, on behalf of the corporation.

(Seal and Expiration Date)



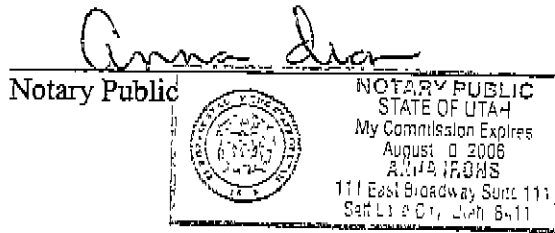
Jane Bennett
Notary Public

State of Utah

County of Salt Lake

The foregoing instrument was acknowledged before me this 24th day of June, 2003, by Wayne Belleau ~~and the~~ Members of Manor House Real Estate, LLC, a Utah limited liability company, on behalf of the company.

(Seal and Expiration Date)



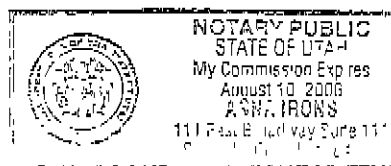
State of Utah

County of Salt Lake

The foregoing instrument was acknowledged before me this 24th day of June, 2003, by Gary M. Wright, the General Partner of Teton Investment Holdings, L.P., a Utah partnership, on behalf of the partnership.

(Seal and Expiration Date)

Anna Dean
Notary Public



State of Utah

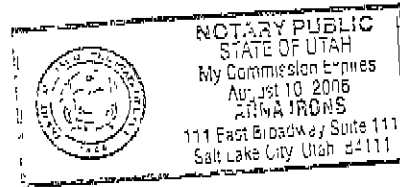
County of Salt Lake

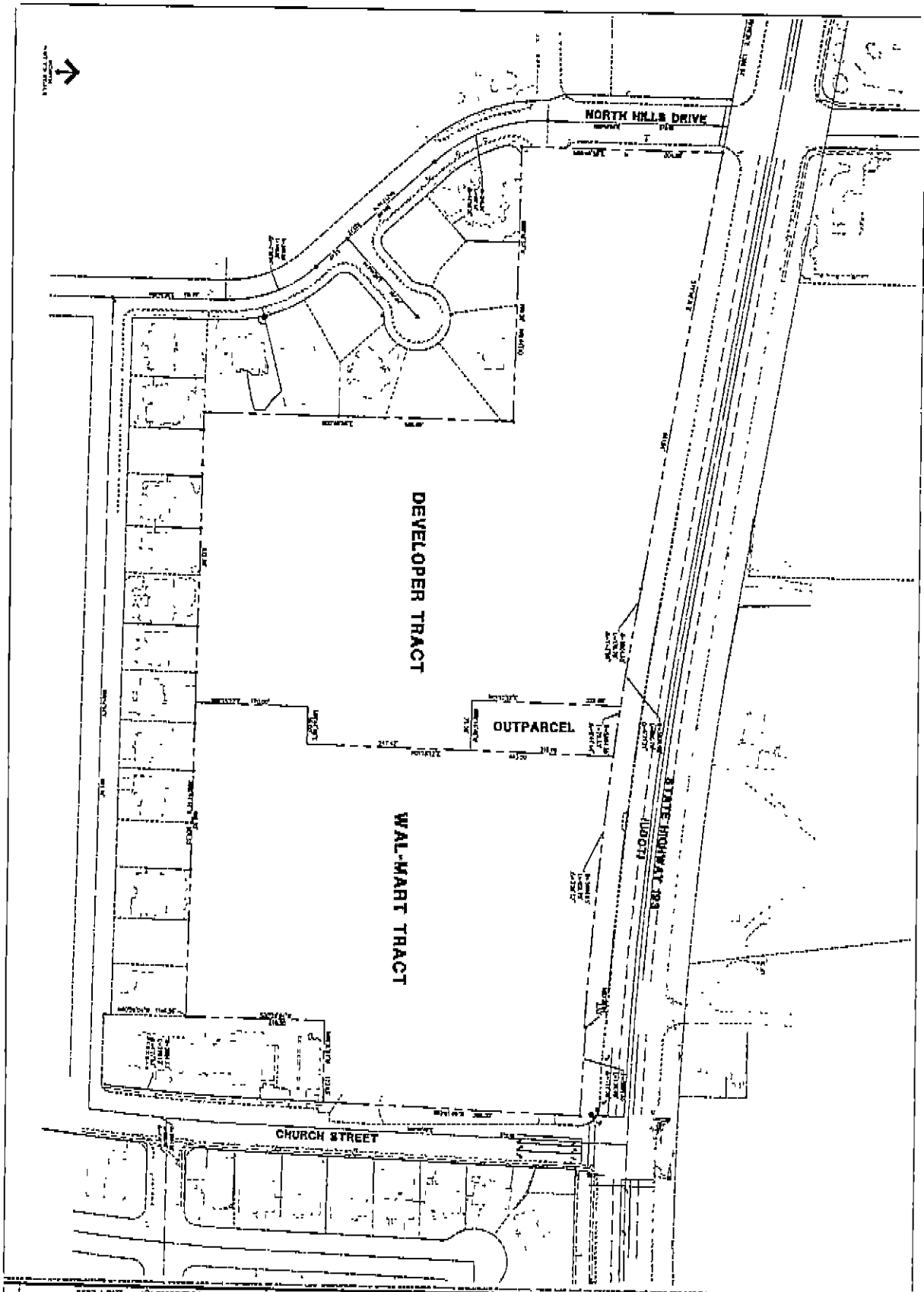
The foregoing instrument was acknowledged before me this 24th day of June, 2003, by Wayne Belleau Gary M. Wright the Members of Landstar Development, LLC, a Utah limited liability company, on behalf of the company.

(Seal and Expiration Date)

Anna Dean

Notary Public





EX A-1	<p>DATE: 08/08/08 DRAWN BY: [Name] CHECKED BY: [Name] PROJECT: [Name]</p>	<p>SCALE: AS SHOWN SHEET NO. 1 OF 1</p>	<p>SITE PLAN FOR WAL-MART NEIGHBORHOOD MARKET (SITE 20) STORE #5205-00 HIGHWAY 193 & CHURCH STREET LAYTON, UTAH</p>	
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EXHIBIT A-3

TO ECR

LEGAL DESCRIPTION FOR
STORM WATER DETENTION AREA

Basis of Bearings for this Legal Description is NAD 83 Datum – Utah Coordinate System 1983 North Zone. The original Basis of Bearings (South 00°07'30" West) was rotated 00°20'34" clockwise.

That portion of the property described in the Quit Claim Deed recorded under Entry No. 1545658, Book 2557, Pages 516 and 517, records of Davis County, located in the Northwest one-quarter of Section 10, Township 4 North, Range 1 West, S. L. B. & M., Davis County, Utah described as follows.

Beginning at a Davis County Survey brass cap with an 'x' marking the North one-quarter corner of said Section 10, thence South 00°28'04" West along the East line of said Northwest one-quarter a distance of 1497.79 feet to the Northeast corner of Lot 1 of Wyndom Highlands No. 2 as recorded in Book 2329, Entry No. 1425214, Page 194, records of Davis County;

Thence North 88°44'48" West along the North line of said Wyndom Highlands No. 2 a distance of 645.51 feet to the TRUE POINT OF BEGINNING;

Thence North 88°44'48" West a distance of 255.82 feet to the Southeast corner of Lot 316 of Wyndom Highlands Phase 3 as recorded in Book 2670, Entry No. 1603264, Page 904, records of Davis County;

Thence North 00°40'58" East along the East line of said Lot 316 and a portion of the East line of Lot 315 of said Wyndom Highlands Phase 3 a distance of 177.63 feet;

Thence South 89°19'02" East a distance of 36.50 feet;

Thence South 43°44'48" East a distance of 91.50 feet;

Thence South 88°44'48" East a distance of 156.39 feet;

Thence South 01°15'12" West a distance of 113.28 feet to the TRUE POINT OF BEGINNING.

Containing 33,471 square feet or 0.77 acres.

20-050-0062

EXHIBIT A-3 TO ECR

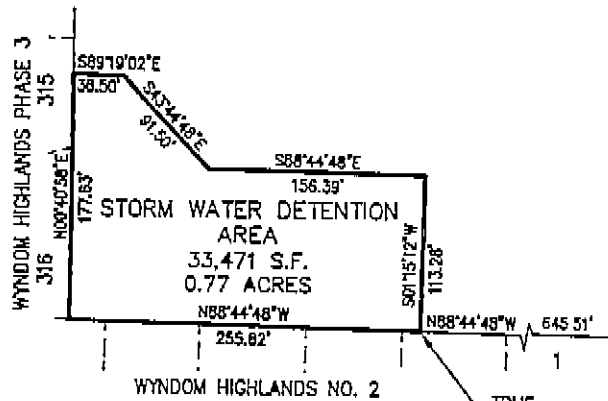
STORM WATER DETENTION EASEMENT
LOCATED IN THE NORTHWEST ONE-QUARTER
OF SECTION 10, TOWNSHIP 4 NORTH,
RANGE 1 WEST, SALT LAKE BASE & MERIDIAN,
LAYTON CITY, DAVIS COUNTY, UTAH



SCALE
1"=100'

NORTH ONE-QUARTER
CORNER OF SECTION 10.
FOUND BRASS CAP
MARKED "DAVIS COUNTY
SURVEY" WITH AN "X" IN
THE CENTER

1497.79'
S00°28'04"W



TRUE
POINT OF
BEGINNING

DETENT ESMT U020181
PAGE 2 OF 2

J12002102-0181 LAYTON 2014DKMILEEASEMENTS 4 30 03 DWG. 05/26/2003 01:42:04 PK. BRANDONMC

EXHIBIT A-4

TO ECR

LEGAL DESCRIPTION FOR
WATER LINE EASEMENT

Basis of Bearings for this Legal Description is NAD 83 Datum – Utah Coordinate System 1983 North Zone. The original Basis of Bearings (South 00°07'30" West) was rotated 00°20'34" clockwise.

That portion of the property described in the Quit Claim Deed recorded under Entry No. 1545658, Book 2557, Pages 516 and 517, records of Davis County, located in the Northeast one quarter and the Northwest one-quarter of Section 10, Township 4 North, Range 1 West, S. L. B. & M., Davis County, Utah described as follows:

A 10-foot wide water line easement lying 5 feet on each side of the following described centerline:

Beginning at a Davis County Survey brass cap with an 'X' marking the North one-quarter corner of said Section 10, thence South 00°28'04" West along the East line of said Northwest one-quarter a distance of 892.93 feet to a point on the Southerly line of State Highway 193 as described in said Quit Claim Deed, and the beginning of a non-tangent curve concave Northerly having a radius of 5804.65 feet from which point a radial line bears North 03°54'17" East;

Thence Easterly along said Southerly line and along said curve through a central angle of 1°19'36" an arc distance of 134.40 feet to a point on the Westerly line of Church Street right-of-way;

Thence South 02°01'49" West along said Westerly line a distance of 294.11 feet to the TRUE POINT OF BEGINNING of the herein described centerline;

Thence North 88°44'00" West a distance of 685.57 feet;

Thence North 45°27'04" West a distance of 284.17 feet;

Thence North 88°45'21" West a distance of 535.65 feet;

Thence North 43°45'21" West a distance of 15.15 feet to a point on the Easterly line of the North Hills Drive right of way and the end of the herein described centerline.

The side lines of said 10 foot easement to be extended or shortened to terminate at said Westerly line of Church Street right of way and said Easterly line of North Hills Drive right of way.

Containing 15,205 square feet or 0.35 acres.

09-051-0034, 09-050-
PAGE 1 OF 2
0062

EXHIBIT A-5

TO ECR

LEGAL DESCRIPTION FOR
STORM DRAIN EASEMENT

Basis of Bearings for this Legal Description is NAD 83 Datum - Utah Coordinate System 1983 North Zone. The original Basis of Bearings (South 00°07'30" West) was rotated 00°20'34" clockwise.

That portion of the property described in the Quit Claim Deed recorded under Entry No. 1545658, Book 2557, Pages 516 and 517, records of Davis County, located in the Northwest one-quarter of Section 10, Township 4 North, Range 1 West, S. L. B. & M., Davis County, Utah described as follows:

Beginning at a Davis County Survey brass cap with an 'x' marking the North one-quarter corner of said Section 10, thence South 00°28'04" West along the East line of said Northwest one-quarter a distance of 1497.79 feet to the Northeast corner of Lot 1 of Wyndom Highlands No. 2 as recorded in Book 2329, Entry No. 1425214, Page 194, records of Davis County;

Thence North 88°44'48" West along the North line of said Wyndom Highlands No. 2 a distance of 468.54 feet to the **TRUE POINT OF BEGINNING**;

Thence North 88°44'48" West along said North line a distance of 432.78 feet to the Southeast corner of Lot 316 of Wyndom Highlands Phase 3 as recorded in Book 2670, Entry No. 1603264, Page 904, records of Davis County;

Thence North 00°40'58" East along the East line of said Lot 316 a distance of 30.00 feet;

Thence South 88°44'48" East a distance of 433.08 feet;

Thence South 01°15'12" West a distance of 30.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 12,989 square feet or 0.30 acres.

09-050-0002

EXHIBIT A-5 TO ECR

STORM DRAIN DRAINAGE EASEMENT
LOCATED IN THE NORTHWEST ONE-QUARTER
OF SECTION 10, TOWNSHIP 4 NORTH,
RANGE 1 WEST, SALT LAKE BASE & MERIDIAN,
LAYTON CITY, DAVIS COUNTY, UTAH



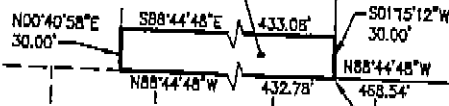
SCALE
1" = 100'

NORTH ONE-QUARTER
CORNER OF SECTION 10.
FOUND BRASS CAP
MARKED "DAVIS COUNTY
SURVEY" WITH AN "X" IN
THE CENTER

S00°28'04"W 1487.79'

WYNDOM HIGHLANDS
PHASE 3
3/8

STORM
DRAIN
EASEMENT
12,989 S.F.
0.30 ACRES



WYNDOM HIGHLANDS NO. 2

TRUE
POINT OF
BEGINNING

J:\12002102-01 81 LAYTON 20\ADMIN\LOCAL\EASEMENTS 4-30-03.DWG, 05/28/2003 02:42:00 PM, BRANDONMD

EXHIBIT A-6

TO ECR

LEGAL DESCRIPTION FOR
SANITARY SEWER EASEMENT

Basis of Bearings for this Legal Description is NAD 83 Datum – Utah Coordinate System 1983 North Zone. The original Basis of Bearings (South 00°07'30" West) was rotated 00°20'34" clockwise.

That portion of the property described in the Quit Claim Deed recorded under Entry No. 1545658, Book 2557, Pages 516 and 517, records of Davis County, located in the Northwest one-quarter of Section 10, Township 4 North, Range 1 West, S. L. B. & M., Davis County, Utah described as follows:

Beginning at a Davis County Survey brass cap with an 'x' marking the North one-quarter corner of said Section 10, thence South 00°28'04" West along the East line of said Northwest one-quarter a distance of 1497.79 feet to the Northeast corner of Lot 1 of Wyndom Highlands No. 2 as recorded in Book 2329, Entry No. 1425214, Page 194, records of Davis County;

Thence North 88°44'48" West along the North line of said Wyndom Highlands No. 2 a distance of 468.54 feet to the **TRUE POINT OF BEGINNING**;

Thence North 88°44'48" West along said North line a distance of 432.78 feet to the Southeast corner of Lot 316 of Wyndom Highlands Phase 3 as recorded in Book 2670, Entry No. 1603264, Page 904, records of Davis County;

Thence North 00°40'58" East along the East line of said Lot 316 a distance of 15.00 feet;

Thence South 88°44'48" East a distance of 432.93 feet;

Thence South 01°15'12" West a distance of 15.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 6,493 square feet or 0.15 acres.

EXHIBIT A-6 TO ECR

SANITARY SEWER EASEMENT
LOCATED IN THE NORTHWEST ONE-QUARTER
OF SECTION 10, TOWNSHIP 4 NORTH,
RANGE 1 WEST, SALT LAKE BASE & MERIDIAN,
LAYTON CITY, DAVIS COUNTY, UTAH



SCALE
1"=100'

NORTH ONE-QUARTER
CORNER OF SECTION 10.
FOUND BRASS CAP
MARKED "DAVIS COUNTY
SURVEY" WITH AN "X" IN
THE CENTER

S00°25'04"W 1487.79'

WYNDOM HIGHLANDS
PHASE 3
3/16
SANITARY
SEWER
EASEMENT
6,493 S.F.
0.15 ACRES
N00°40'58"E
15.00'
S88°44'48"E
432.93'
N88°44'48"W
432.78'
WYNDOM HIGHLANDS NO. 2

S01°15'12"W
15.00'
N88°44'48"W
468.54'
TRUE
POINT OF
BEGINNING

EXHIBIT A-7 TO ECR**LEGAL DESCRIPTION FOR
STORM DRAIN EASEMENT**

Basis of Bearings for this Legal Description is NAD 83 Datum - Utah Coordinate System 1983 North Zone. The original Basis of Bearings (South 00°07'30" West) was rotated 00°20'34" clockwise.

A portion of Parcel 1 of Quit Claim Deed recorded in Book 2557, Pages 516 and 517, Entry No. 1545658, records of Davis County located in the Northwest one-quarter of Section 10, Township 4 North, Range 1 West, S.L.B. & M., Davis County, Utah more particularly described as follows:

Commencing at a Davis County Survey brass cap with an 'x' marking the North one-quarter corner of said Section 10, thence South 00°28'04" West along the East line of said Northwest one-quarter a distance of 895.46 feet (896.30 feet per Record of Survey recorded in Book 09, Page 051, Entry No. 002609) to a point on the Southerly line of State Highway 193 as described in said Quit Claim Deed said point being the beginning of a non-tangont curve concave Northaly having a radius of 5804.65 feet from which point a radial line bears North 03°39'08" East; Thence Westerly along said Southerly line through a central angle of 4°00'47" an arc distance of 406.56 feet;

Thence South 01°15'12" West a distance of 352.83 feet to the **TRUE POINT OF BEGINNING;**

Thence South 88°44'48" East a distance of 10.00 feet;

Thence South 01°15'12" West a distance of 120.67 feet;

Thence North 88°44'48" West a distance of 65.00 feet;

Thence North 01°15'12" East a distance of 10.00 feet;

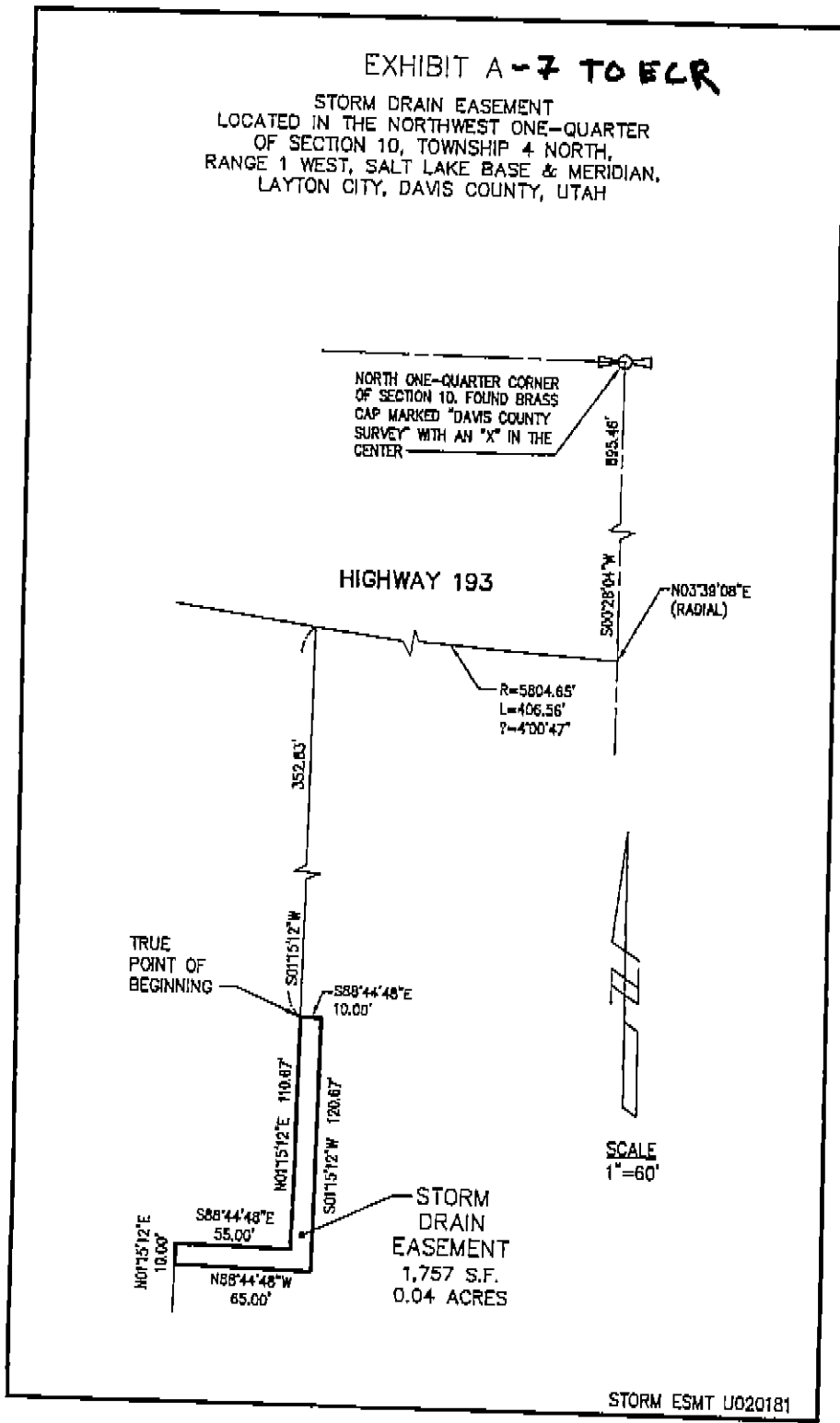
Thence South 88°44'48" East a distance of 55.00 feet;

Thence North 01°15'12" East a distance of 110.67 feet to the **TRUE POINT OF BEGINNING;**

Containing 1.757 square feet or 0.04 acres.

EXHIBIT A-7 TO ECR

STORM DRAIN EASEMENT
LOCATED IN THE NORTHWEST ONE-QUARTER
OF SECTION 10, TOWNSHIP 4 NORTH,
RANGE 1 WEST, SALT LAKE BASE & MERIDIAN,
LAYTON CITY, DAVIS COUNTY, UTAH



G:\DOCUMENTS AND SETTINGS\RANDOM\INDIVIDUAL SETTINGS\TEMPORARY INTERNET FILES\DLK23\EA\SEMENTS-DWG.DWG, 06/20/2003 10:37:10 AM, BRANDON HIC

STORM ESMT U020181

EXHIBIT B**TO ECR****WAL-MART TRACT LEGAL DESCRIPTION**

Basis of Bearings for this Legal Description is NAD 83 Datum - Utah Coordinate System 1983 North Zone. The original Basis of Bearings (South 00°07'30" West) was rotated 00°20'34" clockwise.

That portion of the Northeast one-quarter and the Northwest one-quarter of Section 10, Township 4 North, Range 1 West, S.L.B. & M., Davis County, Utah described as follows:

Beginning at a Davis County Survey brass cap with an 'x' marking the North one-quarter corner of said Section 10, thence South 00°28'04" West along the East line of said Northwest one-quarter a distance of 892.93 feet to a point on the Southerly line of State Highway 193 as described in a Quit Claim Deed recorded in Book 2557, Pages 516 and 517, Entry No. 1545658, records of Davis County, said point being the **TRUE POINT OF BEGINNING** and the beginning of a non-tangent curve concave Northerly having a radius of 5804.65 feet from which point a radial line bears North 03°54'17" East;

Thence Easterly along said Southerly line and said curve through a central angle of 1°19'36" an arc distance of 134.40 feet to a point on the Westerly line of Church Street right-of-way; Thence South 02°01'49" West along said Westerly line a distance of 388.30 feet; Thence North 89°31'57" West a distance of 123.65 feet; Thence South 00°28'04" West a distance of 210.20 feet to the Northeast corner of Lot 1 of Wyndom Highlands No. 2 as recorded in Book 2329, Entry No. 1425214, Page 194; Thence North 88°44'48" West along the North line of said Wyndom Highlands No. 2 a distance of 468.54 feet; Thence North 01°15'12" East a distance of 170.00 feet; Thence South 88°44'48" East a distance of 55.00 feet; Thence North 01°15'12" East a distance of 463.50 feet to a point on said Southerly line of State Highway 193 right-of-way, said point being the beginning of a non-tangent curve concave Northerly having a radius of 5804.65 feet from which point a radial line bears North 07°39'55" East; Thence Easterly along said Southerly line and along said curve through a central angle of 4°00'47" an arc distance of 406.56 feet to a point on said East line said point bears South 00°28'04" West a distance of 895.46 feet (896.30 feet per Record of Survey recorded in Book 09, Page 051, Entry No. 002609) from said North one-quarter corner. Thence North 00°28'04" East along said East line a distance of 2.53 feet to the **TRUE POINT OF BEGINNING**;

Said parcel of land containing 311,743 square feet or 7.16 acres.

**EXHIBIT C
TO ECR
DEVELOPER TRACT LEGAL DESCRIPTION**

Basis of Bearings for this Legal Description is NAD 83 Datum - Utah Coordinate System 1983 North Zone. The original Basis of Bearings (South 00°07'30" West) was rotated 00°20'34" clockwise.

A portion of Parcel 1 of Quit Claim Deed recorded in Book 2557, Pages 516 and 517, Entry No. 1545658, records of Davis County located in the Northwest one-quarter of Section 10, Township 4 North, Range 1 West, S.L.B. & M., Davis County, Utah more particularly described as follows:

Commencing at a Davis County Survey brass cap with an 'x' marking the North one-quarter corner of said Section 10, thence South 00°28'04" West along the East line of said Northwest one-quarter a distance of 895.46 feet (896.30 feet per Record of Survey recorded in Book 09, Page 051, Entry No. 002609) to a point on the Southerly line of State Highway 193 as described in said Quit Claim Deed said point being the beginning of a non-tangent curve concave Northerly having a radius of 5804.65 feet from which point a radial line bears North 03°54'17" East; Thence Westerly along said Southerly line through a central angle of 4°45'31" an arc distance of 482.09 feet to **TRUE POINT OF BEGINNING**;

Thence South 01°15'12" West a distance of 225.00 feet;

Thence South 88°44'48" East a distance of 75.00 feet;

Thence South 01°15'12" West a distance of 247.42 feet;

Thence North 88°44'48" West a distance of 55.00 feet;

Thence South 01°15'12" West a distance of 170.00 feet to a point on the North line of Wyndom Highlands No. 2 as recorded in Book 2329, Entry No. 1425214, Page 194, records of Davis County;

Thence North 88°44'48" West along said North line a distance of 432.78 feet to the East line of Wyndom Highlands Phase 3 as recorded in Book 2670, Entry No. 1603264, Page 904;

Thence along the Easterly and Northerly lines of said Wyndom Highlands Phase 3 through the following two courses and distances:

- 1) North 00°40'58" East a distance of 466.09 feet;
- 2) North 88°45'37" West a distance of 410.30 feet to the Easterly line of North Hills Drive right-of-way;

Thence North 00°40'58" East along said Easterly line a distance of 304.09 feet to the Southerly line of said State Highway 193 right-of-way according to said Quit Claim deed;

Thence South 79°49'31" East along said Southerly line a distance of 661.84 feet to the beginning of a curve concave Northerly having a radius of 5804.65 feet;

Thence Easterly along said curve through a central angle of 1°45'50" an arc distance of 178.69 feet to the **TRUE POINT OF BEGINNING**;

Said parcel of land containing 413,513 square feet or 9.49 acres.

EXHIBIT C (Continued)
TO ECR
OUTPARCEL TRACT LEGAL DESCRIPTION

Basis of Bearings for this Legal Description is NAD 83 Datum - Utah Coordinate System 1983 North Zone. The original Basis of Bearings (South 00°07'30" West) was rotated 00°20'34" clockwise.

A portion of Parcel 1 of Quit Claim Deed recorded in Book 2557, Pages 516 and 517, Entry No. 1545658, records of Davis County located in the Northwest one-quarter of Section 10, Township 4 North, Range 1 West, S.L.B. & M., Davis County, Utah more particularly described as follows:

Commencing at a Davis County Survey brass cap with an 'x' marking the North one-quarter corner of said Section 10, thence South 00°28'04" West along the East line of said Northwest one-quarter a distance of 895.46 feet (896.30 feet per Record of Survey recorded in Book 09, Page 051, Entry No. 002609) to a point on the Southerly line of State Highway 193 as described in said Quit Claim Deed said point being the beginning of a non-tangent curve concave Northerly having a radius of 5804.65 feet from which point a radial line bears North 03°54'17" East;

Thence Westerly along said Southerly line through a central angle of 4°00'47" an arc distance of 406.56 feet to **TRUE POINT OF BEGINNING**;

Thence South 01°15'12" West a distance of 216.08 feet;

Thence North 88°44'48" West a distance of 75.00 feet;

Thence North 01°15'12" East a distance of 225.00 feet to a point on said Southerly line of State Highway 193 right-of-way and the beginning of a non-tangent curve concave Northerly having a radius of 5804.65 feet from which point a radial line bears North 09°14'21" East;

Thence Easterly along said Southerly line and along said curve through a central angle of 0°44'44" an arc distance of 75.53 feet to the **TRUE POINT OF BEGINNING**;

Containing 16,534 square feet or 0.38 acres.