

WHEN RECORDED RETURN TO

D. Earl Ellis  
EGSmetro Construction Corporation  
Post Office Box 92959  
Los Angeles, California 90009

Recorded DEC 10 1975 at 3:30 p.m.  
Request of Western States Title Company  
KATIE L. DIXON, Recorder  
Salt Lake County, Utah  
\$ 2800 By [Signature] Deputy  
REF. \_\_\_\_\_

DECLARATION OF COVENANTS AND RESTRICTIONS AND

2771030

GRANT OF EASEMENTS

DEE:1 AB  
11-14-75

GG:2  
11-21-75

12-5-75  
Sandy,  
Utah

THIS DECLARATION is made this 9th day of November, 1975, by EGSmetro CONSTRUCTION CORPORATION, a California corporation, hereinafter referred to as "Owner".

1. Statement of Facts.

(a) Owner is the owner in fee of that certain real property in the County of Salt Lake, State of Utah, sometimes hereinafter referred to as the Shopping Center and more particularly described in Exhibit "A", attached hereto and made a part hereof by this reference.

(b) Owner is in the process of improving portions of the property and constructing thereon a shopping center.

(c) Owner is about to, or may hereafter, sell, dispose of, convey, lease or hypothecate a portion or portions of the property.

(d) Owner desires to subject portions of the property to the easements, covenants, conditions, restrictions, reservations, liens and charges hereinafter set forth pursuant to a general plan of improvement of the property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

2. Common Plan.

(a) Owner declares and certifies it has established a plan for the protection, maintenance and improvement of said property, and has fixed and does hereby fix the easements, covenants, and reservations upon, and subject to which the affected parcels of said Shopping Center shall be used, held, leased or sold, or conveyed by the Owner, whether by operation of law or otherwise, and each and all of which is and are for the benefit of said property, and of each owner of land therein, whether present or future, and which shall inure and pass with said property, and each and every parcel of land therein, and shall apply to and bind the Owner, its heirs, executors, administrators and successors in interest, to the extent set forth herein.

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71-39388

(b) Owner's predecessor has leased the land in the Shopping Center described as Parcel A to the S. S. Kresge Company, and this Declaration shall be subordinate to said lease with the S. S. Kresge Company, unless the S. S. Kresge Company signs this Declaration or, in a recorded document, subordinates said lease to the Declaration.

(c) The easements, covenants and reservations set forth in this Declaration are primarily for the benefit of Parcel A and Parcel B, and Owner has recorded another declaration for the primary benefit of Parcel A and Parcel C, in <sup>Entry No. 2771030</sup> Book \_\_\_\_\_, page \_\_\_\_\_, Salt Lake County, Utah, reference to which is hereby made (hereinafter called the "U.S.A. Declaration").

3. The Property. The property which is legally described in Exhibit "A" is likewise shown upon a map attached hereto and made a part hereof, marked Exhibit "B". The Shopping Center is divided into three Parcels, which are legally described on Exhibit "A" as Parcel A, Parcel B and Parcel C, and they are generally identified on Exhibit "B". The metes and bounds descriptions in Exhibit "A" are controlling.

4. Other Definitions.

(a) Persons. The word "person" or "persons" means and includes individuals, partnerships, trusts, firms, associations and corporations, and any other form of business entity.

(b) Building Areas. Each area permitted for construction or use for commercial purposes will be referred to as a "building area." Building area uses include sales and service, warehousing, storage, clerical, office, and employees' facilities areas. Building area excludes truck ramps and loading and delivery areas, whether or not situated within a building or other enclosure.

(c) Common Areas. The Common Areas of Parcels A and B are those areas of Parcel A and Parcel B other than building areas and Common Service Areas.

(d) Common Service Areas. The Common Service Area of Parcel A and Parcel B are shown on Exhibit "C".

(e) The word "parcel" means Parcel A, Parcel B, and/or Parcel C, as the context requires.

(f) The phrase "common facilities" refers to the Common Area.

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(g) The phrase "major tenant" means any party leasing or owning more than twenty thousand (20,000) square feet of building area in the Shopping Center.

5. Parking and Common Area Easements.

(a) Parking and Ingress, Egress. Non-exclusive parking, ingress and egress easements appurtenant to and for the benefit of Parcel B are hereby created over, in, upon and across the Common Parking Areas and Common Service Area of Parcel A. Non-exclusive parking, ingress and egress easements appurtenant to and for the benefit of Parcel A are hereby created over, in, upon and across the Common Parking Areas and Common Service Area of Parcel B. These easements are for the same purposes as in Paragraphs 5(a)(1) to (4) of the Declaration recorded in Book \_\_\_\_\_, page \_\_\_\_\_.

(b) Service and Access Easements. Non-exclusive easements appurtenant to and for the benefit of Parcel A for the purpose of ingress, egress, regress, and temporary parking of delivery and service trucks and vehicles to and from the Common Service Areas at the rear of the Building Area on Parcel A and the public streets appurtenant thereto, are hereby created over, in, upon and across the Common Area of Parcel B. Non-exclusive easements appurtenant to and for the benefit of Parcel B for the purpose of ingress, egress and temporary parking of delivery and service trucks and vehicles to and from the Common Service Areas at the rear of the Building Area on Parcel B and the public streets appurtenant thereto, are hereby created over, in, upon and on the Common Areas of Parcel A. These easements are for the following purposes:

(1) The ingress, egress and regress of delivery and service trucks and vehicles to and from the Building Areas or any portion thereof and the public streets adjacent to the entire Shopping Center, for the delivery of goods, wares, merchandise and the rendition of services to said owners and their respective heirs, successors, grantees and assigns, and all persons who now own or hereafter own or hold portions of any Building Area or any leasehold estate, or any other interest therein, or building space thereon, and their respective tenants, and subtenants; and the customers, visitors and licensees of any of them, but not their employees. *cl*

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(2) The ingress, egress and regress of any of the above designated persons and their employees, and all their vehicles, to and from any portion of the Shopping Center and the public streets;

(3) The installation, operation, repair, replacement and maintenance within the confines of existing easements, including easements created herein and by the Declaration of Restrictions recorded concurrently covering Parcels A and C of the Common Areas, of public utilities and services together with vaults, manholes, meters, pipelines, valves, hydrants, conduits, holes and related facilities, and sewage services, serving any of the Building Areas; provided, however, that any poles or other above surface installations shall be located so that there shall be an unimpeded access for vehicles and trucks to and from the public streets from and to the loading areas and docks of the Building Areas; and provided further that all cross-arms and pole racks and similar appurtenances shall be at least twenty-five (25) feet above the surface;

(4) The temporary parking or standing of trucks, tractors, trailers, and other delivery vehicles used in conjunction with the exercise of any of the activities described in subparagraph (1) immediately above;

(5) The construction, maintenance, repair, replacement and reconstruction of any mall, wall or landscaped area, including planters, planting boxes, edgings, sprinklers and valves.

All of the uses permitted above shall be used reasonably and with good judgment so as not to interfere with the primary use of the Common Service Areas at the rear of the Building Areas, namely the serving and supplying of the loading areas of the Building Areas.

(c) Utility Easements. The following non-exclusive easements for the benefit of and appurtenant to Parcel A for storm drain, water, and sanitary sewer are hereby created over, in, upon and across Parcel B. The following non-exclusive easements for the benefit of and appurtenant to Parcel B for storm drain, water, electricity, telephone and natural gas are hereby created over, in, upon and across Parcel A. Each of the following easements is for the purpose of installation, maintenance, operation, removal and rearrangement and repair of the designated utility facility. Each of the easements is described below and generally depicted by broken lines on the appropriate exhibit attached hereto and incorporated herein. *ll*

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(1) Water. The water easement is twenty feet (20') in width, and the center line of the easement is generally depicted on Exhibit "E". Those portions over, in, upon and across Parcel A constitute the easements in favor of and for the benefit of and appurtenant to Parcel B. Those portions over, in, upon and across Parcel B constitute the easements in favor of and for the benefit of and appurtenant to Parcel A.

(2) Electricity. The electricity easement is ten feet (10') in width and is generally depicted on Exhibit "G". Those portions over, in, upon and across Parcel A, except for the north-south extensions to the building area of Parcel A constitute the easements in favor of and for the benefit of and appurtenant to Parcel B.

(3) Sanitary Sewer. The sanitary sewer easement is ten feet (10') in width, and the center line of the easement is generally depicted on Exhibit "H". Those portions over, in, upon and across Parcel A constitute the easements in favor of and for the benefit of and appurtenant to Parcel B. Those portions over, in, upon and across Parcel A are the easements in favor of and for the benefit of and appurtenant to Parcel B.

(4) Telephone. The telephone easement is ten feet (10') in width and is generally depicted on Exhibit "I". Those portions over, in, upon and across Parcel A, except for the north-south extensions to the building area of Parcel A constitute the easements in favor of and for the benefit of and appurtenant to Parcel B.

(5) Natural Gas. The natural gas easement is ten feet (10') in width and is generally depicted on Exhibit "J". Those portions over, in, upon and across Parcel A, except for the north-south extensions to the building area of Parcel A constitute the easements in favor of and for the benefit of and appurtenant to Parcel B.

6. Building Areas.

(a) Restriction. No building of any kind will be constructed, installed or maintained above the surface of the ground of Parcel A within that area specifically designated on Exhibit "D" as a "No Building Area."

(b) Building Size Limits. As long as the S. S. Kresge Company has a leasehold estate in Parcel A, the allowable gross square footage of Parcel B is 26,750 square feet, and no building on Parcel B shall

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exceed one story. The allowable gross square footage of Parcel A is 91,000 square feet. Nothing herein shall be deemed or interpreted to prohibit, in addition to the allowable gross square footage on Parcels A and B, a mezzanine in any building on Parcel A or Parcel B as follows:

Parcel A: up to 18,000 square feet

Parcel B: up to 5,500 square feet.

(c) Building Areas: Except for the Expansion Area set forth in subparagraph 6(d), no building of any kind will be constructed, installed or maintained above the surface of the ground on Parcel A or Parcel B, except those areas specifically designated on Exhibit "C" as Building Areas.

(d) Expansion Area: In addition, it is specifically recognized that the major tenant of Parcel A has the right to build a maximum of ten thousand square feet (10,000') of additional buildings or structures or expand its store within the area identified on Exhibit "D" as "Permissible Building or Expansion Area."

7. Signs. No sign or billboard will be constructed, used, maintained, erected, displayed or permitted on or about any portion of Parcel B except wall and pylon signs, provided such signs shall be utilized solely for the purpose of advertising the name of the respective tenants thereto, and that such signs shall not be located on the property identified as Parcel A. The owner of Parcel A may permit the tenants of Parcel A to erect one or two pylon-type signs upon Parcel A and to use the lighting standards in the Common Areas of Parcel A for advertising of such tenants' products and services.

8. No Barriers.

(a) No raised curbing, fence, division, rail, hedge, walls or obstructions of any type or kind shall ever be placed, kept, permitted or maintained along the common boundary lines between the Common Areas of Parcels A and B.

(b) No fence, hedge, wall or other like barrier or obstruction of any kind or type shall ever be placed, kept, permitted or maintained on Parcel A or Parcel B, other than the buildings and improvements expressly permitted or as provided in subparagraph (c) herein.

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(c) The following are permitted:

(1) A fence, hedge, wall or curb around the perimeter or portion of the perimeter of the shopping center, provided such barrier shall not impede or hinder access, ingress or egress to the shopping center.

(2) Such barriers as may be necessary to protect members of the public from construction and excavation activities.

(3) Light standards and appropriate landscaping; and

(4) Pylon signs as set forth in Paragraph 7.

(d) In the event there is a violation of any provision of this Declaration and such violation is not corrected within thirty (30) days after written notice from the owner of Parcel A or from the major tenant of Parcel A (if such violation is not curable within such thirty (30) day period, then it shall be sufficient if the cure is commenced and is diligently pursued), then the owner of Parcel A or the major tenant of Parcel A shall have the right to limit access between Parcel A and Parcel B. The right to limit access may be exercised by any reasonable and lawful means including but not limited to the erection of raised curbing, fences, divisions, rails, hedges, walls, barriers or obstructions of any kind between Parcel A and Parcel B. The right to so limit access shall not be deemed to be the exclusive remedy of the owner of Parcel A for any such violation, but shall be in addition to any other remedies to which said owner is entitled pursuant to the terms of this agreement or under the laws of the State of Utah.

9. Common Facilities Improvements. The provisions of Paragraph 9 of the U.S.A. Declaration are incorporated herein as if set forth at length.

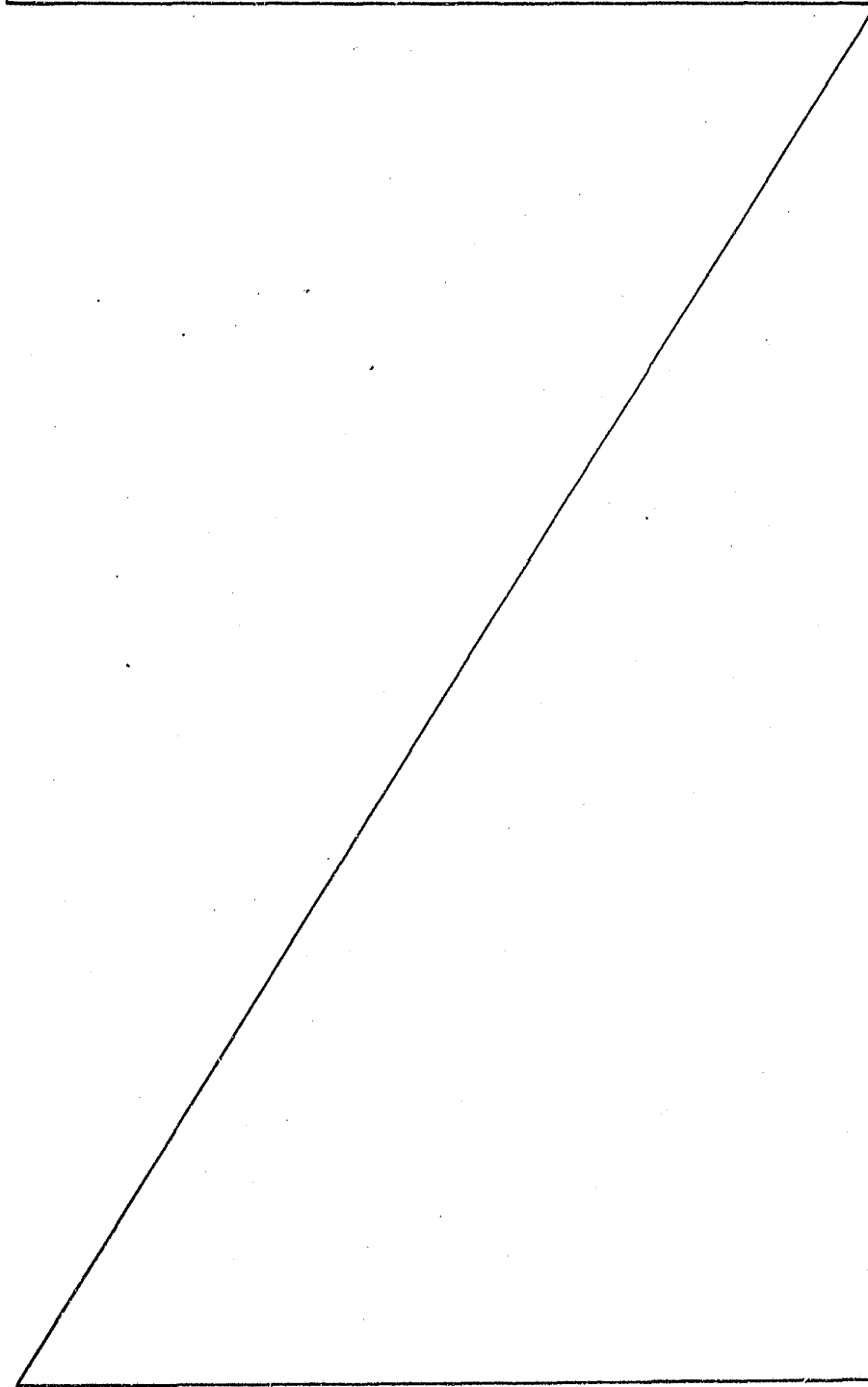
10. Minimum Parking Requirements.

(a) The owner of Parcel A shall provide for and maintain not fewer than five hundred ninety (590) parking spaces with adequate driveways and aisles within the common area of Parcel A. Notwithstanding the foregoing, in the event the major tenant of Parcel A shall construct additional buildings or structures as provided in Paragraph 6(d) above, the owner of Parcel A shall not be obligated to furnish additional parking areas in substitutions of areas thereby built over.

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(b) The owner of Parcel B shall provide for and maintain not fewer than one hundred eighty (180) parking spaces with adequate driveways and aisles within the common area of Parcel B.

11. Restricted Uses. Neither Parcel A or Parcel B nor any part thereof will be used, and no building or other improvement will be constructed, maintained or used for any purpose other than the following: those generally located in similar shopping centers in Utah. Such purposes include, without limiting the foregoing, food market, retail,



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office and service establishments (including without limitation, financial institutions, brokerage houses, restaurants, automotive service stations, travels and other agencies). Such purposes exclude, without limiting the foregoing, automotive sales, display areas, bowling alleys, skating rinks, motion picture theatres, other similar recreational uses, mortuary, commercial laundry plant, transportation depot of any sort, and similar establishments unless specifically approved in writing by all of the owners of each parcel. This restriction is for the sole purpose of maintaining the integrity and adequacy of the Common Areas.

The building on Parcel B shall be used for no purpose that may create a greater burden on the parking lot or common areas than does the use of such building as a supermarket.

12. Common Service Area. The Common Service Areas of Parcel A and Parcel B shall be used for the following purposes only: the provisions of subparagraphs (a) through (f) of Paragraph 9 of the U.S.A. Declaration are incorporated herein as if set forth at length.

13. Common Areas.

(a) The "Common Areas" of Parcel A and Parcel B, other than those areas designated as Common Service Areas, shall be used for the following purposes only: the provisions of subparagraphs (1) through (9) of subparagraph (a) and all of subparagraph (b) of Paragraph 13 of the U.S.A. Declaration are incorporated herein as if set forth at length.

14. General Design Data. The following general design data will be followed, as minimum, unless governmental specifications for such work establish higher standards.

(a) Driving Aisles and Lighting: The provisions of subparagraphs (a) and (b) of Paragraph 14 of the U.S.A. Declaration are incorporated herein as if set forth at length.

(b) Conformance. The utilities, walkways, driving aisles, service driveways, lighting and parking on Parcel B shall be in a configuration, layout, size and form generally corresponding to the prior similar improvements of Parcel A.

15. Maintenance of Common Areas. The provisions of Paragraph 15 of the U.S.A. Declaration are incorporated herein as if set forth at length.

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16. Insurance. The provisions of subparagraphs (a) through (c) of Paragraph 16 of the U.S.A. Declaration are incorporated herein as if set forth at length.

17. Obligation to Rebuild. In the event that any building or buildings within Parcel B shall be damaged or destroyed (partially or totally) by fire, the elements or any other casualty, the owner of said parcel shall, at its expense, promptly and with due diligence repair, rebuild and restore the same as nearly as practicable to the condition existing just prior to such damage or destruction; or the owner may, at its option, elect to raze any building so damage or destroyed and pave the area formerly occupied by said buildings so as to provide additional parking facilities, said areas to be paved, marked, lighted, drained and maintained in the same manner as required by this Declaration of the Common Parking Areas.

18. Enforcement. The provisions of subparagraphs (a) through (h) of Paragraph 18 of the U.S.A. Declaration are incorporated herein as if set forth at length.

19. Duration. The provisions of Paragraph 19 of the U.S.A. Declaration are incorporated herein as if set forth at length.

20. Modifications. This Declaration and any provision, covenant, or restriction contained within it may be terminated, extended, modified or amended with the written consent of the owners of Parcel A and Parcel B. No termination, extension, modification or amendment will be effective unless a written instrument setting forth its terms has been executed, acknowledged and recorded in the Office of the Recorder of Salt Lake County, Utah.

The provisions of the second two paragraphs of Paragraph 20 of the U.S.A. Declaration are incorporated herein as if set forth at length.

21. Not A Public Dedication. The provisions of Paragraph 21 through 31 of the U.S.A. Declaration are incorporated herein as if set forth at length.

22. Owner hereby grants an easement for the benefit of Parcel A over that portion of Parcel B hereinafter described for the construction, placement, maintenance, replacement, and repair of concrete steps and concrete posts and all appurtenances and for all incidental purposes.

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over, in, along, across and on the following described portion of Parcel B: Beginning at the Southeast corner of said Parcel B (said point also being 56.00 feet N 00°04'57" W and 285.782 feet East of the Southwest corner of Parcel A as set forth in Exhibit "A"), then West 4 feet from the point of beginning, then North 20 feet, then East 4 feet, and then South 20 feet to the point of beginning.

23. Severability. If any clause, sentence, or other portion of the terms, covenants, and restrictions of this Declaration becomes illegal, null, or void for any reason, or be held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

24. Mechanics' Liens. Wherever under the terms of this Declaration any owner of a parcel is permitted to perform any work upon the parcel of another person, it is expressly understood and agreed that such owner will not permit any mechanics', materialmen's, or other similar liens to stand against the parcel on which such labor or material has been furnished in connection with any work so performed. Such owner may bond and contest the validity and the amount of such lien, but such owner will immediately pay any judgment rendered, with all proper costs and charges, and will have the lien released at his expense.

25. Dominant and Servient Estates. Each and all of the easements and rights granted or created here are appurtenances to the applicable portions of the Shopping Center and none of the easements and rights may be transferred, assigned, or encumbered except as an appurtenance to such portions. For the purposes of the easements and rights, the property benefited will constitute the dominant estate, and the particular area of the Shopping Center which respectively is burdened by such easements and rights will constitute the servient estate.

26. Covenants Run With Land. Each and all of the covenants, restrictions, and provisions contained in this Declaration (whether affirmative or negative in nature) (a) are made for the direct, mutual and reciprocal benefit of each parcel of land in the Shopping Center; (b) will create mutual equitable servitudes upon each parcel of land in <sup>et</sup>

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the Shopping Center in favor of the land; (c) will bind every person having any fee, leasehold, or other interest in any portion of the Shopping Center at any time or from time to time to the extent that such portion is affected or bound by the covenant, restriction, or provision in question, or that the covenant, restriction, or provision is to be performed on such portion; and (d) will inure to the benefit of the parties and their respective successors and assigns as to their respective parcels of land in the Shopping Center.

27. Discharge of Rights and Duties Upon Transfer. In the event of assignment, transfer or conveyance of the whole of the interest of any person in and to any parcel in which such person has an interest, without retaining any beneficial interest other than under the terms of a deed of trust or mortgage, without simultaneously acquiring a new interest on such parcel by way of leasehold, life estate or other possessory interest, then the powers, rights and interest conferred on such person will be deemed assigned, transferred, or conveyed to such transferee, assignee, or grantee; the obligations will be deemed assumed by such transferee, assignee or grantee with interest so acquired; and the duties, obligations and rights of the person so transferring the interest shall be discharged.

28. Condemnation. In the event of condemnation by any duly constituted authority for a public or quasi-public use of all or any part of the Shopping Center, that portion of the award attributable to the value of any land within the Common Areas so taken shall be payable only to the owner in fee thereof, and no claim thereon shall be made by other owners of any other portion of the Shopping Center; provided, however, this provision shall in no way affect any disposition of condemnation awards made in a lease between such owner and his tenant or in a mortgage or deed of trust between such owner and his mortgagee or beneficiary and trustee; provided, further, however, all other owners of the Shopping Center may file collateral claims with the condemning authority over and above the value of the land of the area to taken. The owner of the fee of each portion of the area so condemned shall promptly repair and restore the remaining portion of the area so owned by such owner as near as practicable to the condition of same immediately prior to such condemnation and without contribution from any other owner, except to the extent that

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the proceeds of such award are insufficient to pay the costs of such restoration and repair.

29. Compliance with Laws. The owner of each parcel shall comply promptly with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies, as such statutes, ordinances, regulations, orders, and directives now exist or may hereafter provide concerning the use or safety of such owner's parcel and, at such owner's sole expense, make or cause to be made any repairs, changes, or modification in, on, or to his parcel required by any of the foregoing.

30. Headings. The caption headings of the various sections of this Declaration are for convenience and identification only, and shall not be deemed to limit or define the contents of their respective sections.

31. Exhibits. All exhibits referred to herein and attached hereto are a part of this Declaration.

32. Gender. The neuter gender includes the feminine and masculine, and the singular includes the plural.

EGSmetro CONSTRUCTION CORPORATION

By [Signature]  
By [Signature]

TO 449 C  
(Corporation)

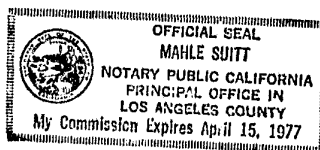


STATE OF CALIFORNIA }  
COUNTY OF Los Angeles } SS.

On December 5, 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared Lary J. Mielke known to me to be the Vice President, and D. Earl Ellis known to me to be Assistant Secretary of the corporation that executed the within Instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature [Signature]  
Mahle Suitt  
Name (Typed or Printed)



(This area for official notarial seal)

STAPLE HERE

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ENTIRE SHOPPING CENTER

LEGAL DESCRIPTION

Beginning at a point on the South line of 90th South Street, said point of beginning being North 89° 59' 19" West along the center section line 1351.022 feet and North 58.955 feet from the East 1/4 corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence South 678.655 feet to the northeast corner of R.E. and O.N. Tarvor property; thence West 869.399 feet to the east line of 255 West Street, which is described in some deeds as Frontage Road No. 1; thence along said easterly line North 0° 04' 57" West 300.402 feet to a State Right-of-Way marker; thence North 5° 29' 11" East 170.247 feet; thence South 89° 59' 19" East 239.377 feet; thence North 0° 00' 41" East 150.00 feet to the south line of 90th South Street; thence South 89° 59' 19" East along said south line 69.810 feet to a State Right-of-Way marker; thence North 60° 45' 46" East 88.478 feet to a State Right-of-Way marker; thence North 87° 07' 53" East 306.662 feet; thence North 89° 53' 55" East 160.854 feet to the point of beginning, containing 12.076 acres.

EXHIBIT "A" *11'*

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PARCEL A

S. S. KRESGE DEMISED PREMISES

LEGAL DESCRIPTION

Beginning at a point on the South line of 9000 South Street, said point being North 89° 59' 19" West along the center section line 1,351.022 feet and North 58.955 feet from the East 1/4 corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and meridian; Thence along a line bearing South a distance of 115.26 to the Point of Beginning of the S. S. KRESGE DEMISED PREMISES; Thence South 563.395 feet to the Northeast corner of R. E. and O. N. Tarvor property; thence West 869.399 feet to the East line of 255 West Street; Thence along said easterly line North 00° 04' 57" West 56 feet +; Thence East 285.782 feet to a projection of the westerly building line of the S. S. Kresge Department Store; Thence North 0° 00' 51" West along said building line a projection thereof a distance of 543.816 feet; Thence South 89° 59' 19" East 39.49 feet +; Thence North 00° 00' 41" East 20 feet to a State Right-of-Way marker on the South line of 9000 South Street; Thence along said South line North 60° 45' 46" East 88.478 feet to a State Right-of-Way marker; Thence North 87° 07' 53" East 306.662 feet; Thence North 89° 53' 55" East 13.854 feet +; Thence South 115.0 feet; Thence East 147 feet to said Point of Beginning, containing 8.8798 acres, more or less.

EXHIBIT "A"<sup>2</sup>

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PARCEL B

FOOD STORE PARCEL

LEGAL DESCRIPTION

Beginning at a point on the Southerly right-of-way line of 9000 South Street, said point of beginning being North 89° 59' 19" West along the 1/4 section line 1895.36 feet from the East 1/4 corner of Section 1, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence along said section line and said right-of-way line North 89° 59' 19" West 69.810 feet; thence South 0° 00' 41" West 150.00 feet; thence North 89° 59' 19" West 239.377 feet to the Easterly right-of-way of 255 West Street; thence along said Easterly right-of-way line South 5° 29' 11" West 170.247 feet and South 0° 04' 57" East 244.400 feet; thence due East 285.782 feet to a point on the extension of the Westerly line of a brick building; thence along said extension and the building line extended, North 0° 00' 51" West 543.816 feet; thence South 89° 59' 19" East 39.49 feet; thence North 0° 00' 41" East 20.00 feet to the point of beginning, containing 2.8078 acres.

EXHIBIT "A"

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PARCEL C

LANDLORD BUILDING PARCEL

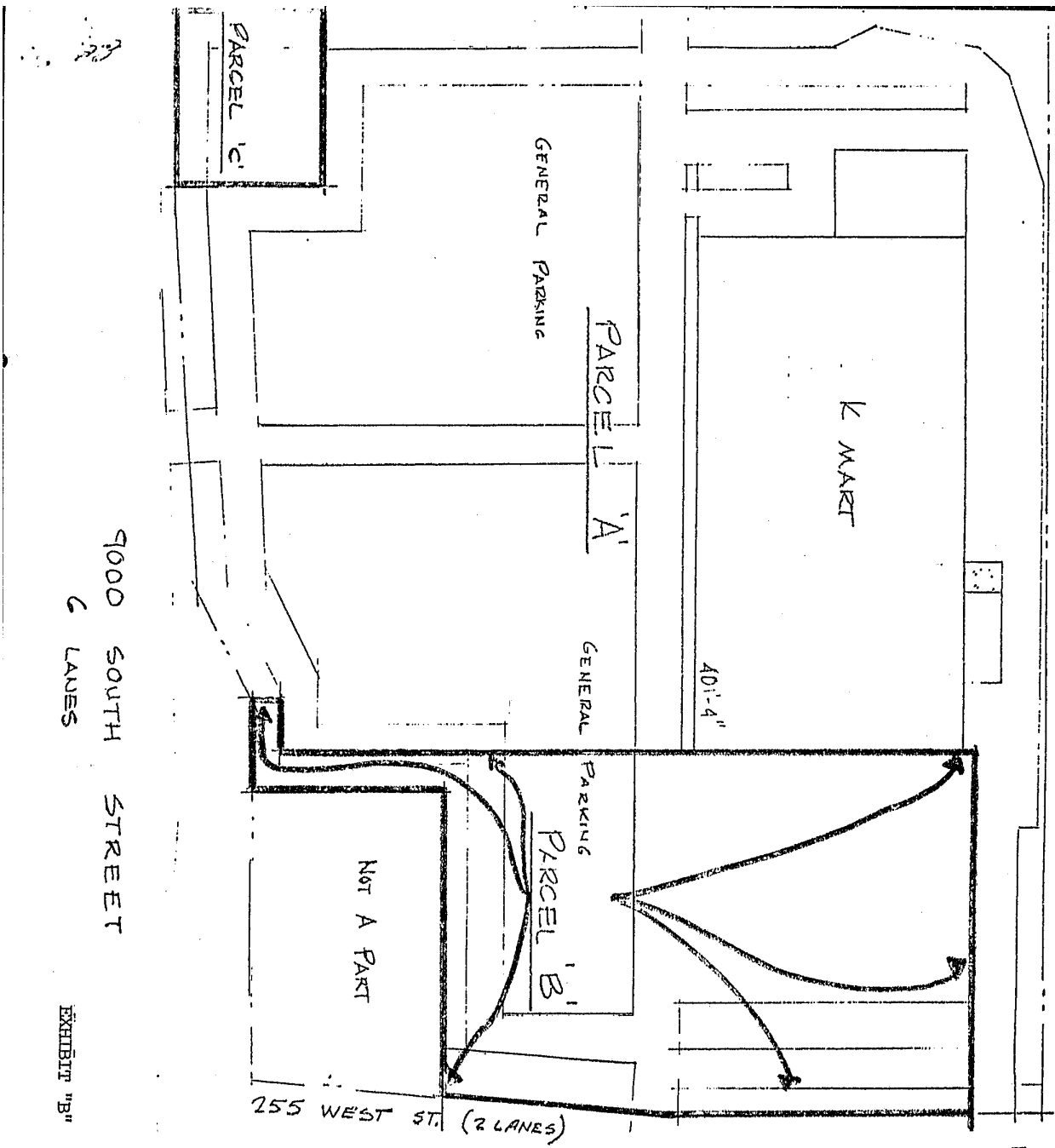
LEGAL DESCRIPTION

Beginning at a point on the south line of 9000 South Street,  
said point being North 89° 59' 19" West along the center section line  
1,351.022 feet and North 58.955 feet from the East 1/4 corner of Section  
1, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence  
along a line bearing South a distance of 115.26 feet thence West 147.00  
feet; thence North 115.0 feet to the south line of 9000 South Street;  
thence North 89° 53' 55" East along said South line 147 feet to the  
Point of Beginning, containing 0.3885 acres.

EXHIBIT "A" *cc*

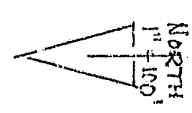
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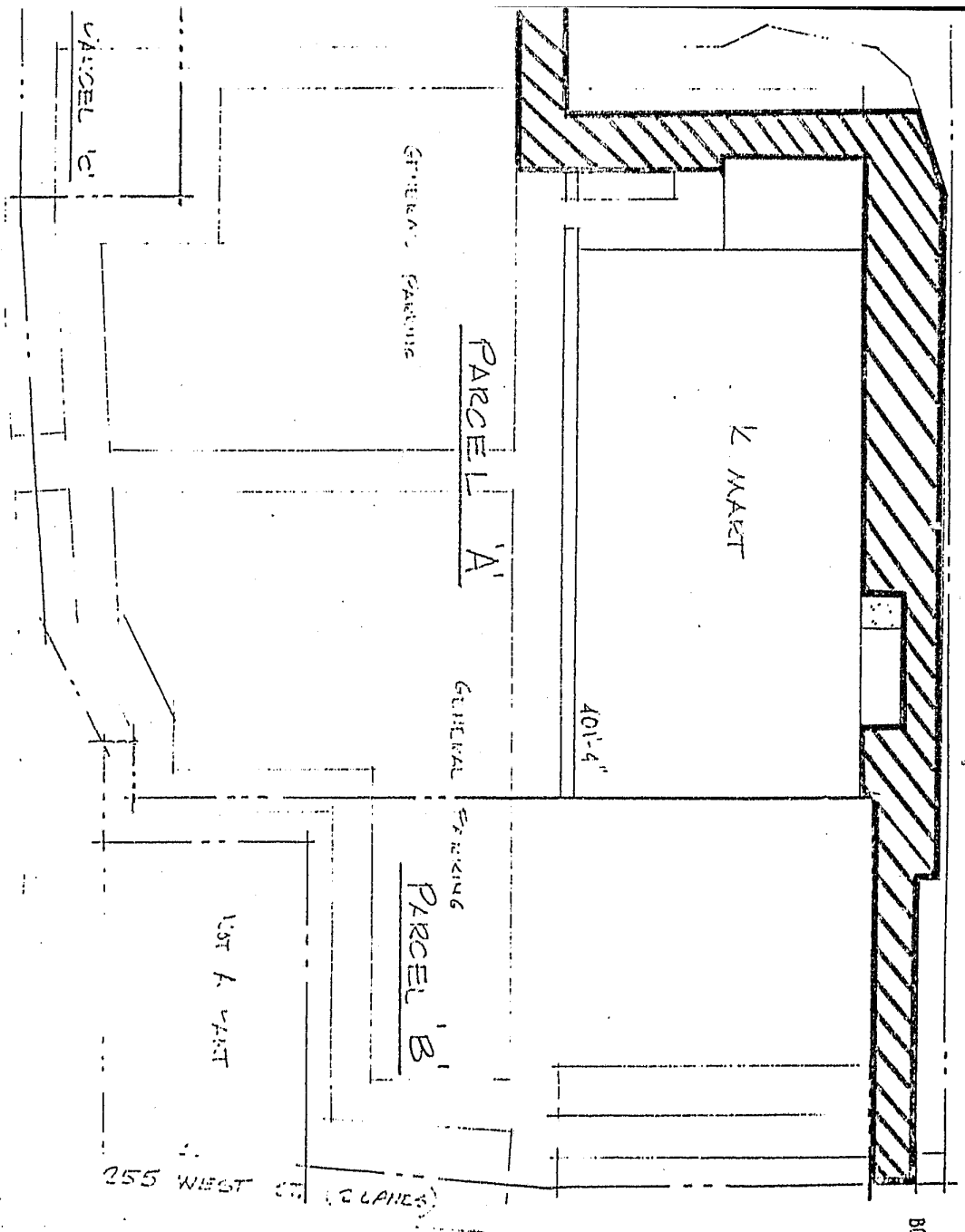
9000 SOUTH STREET  
6 LANES

255 WEST ST. (2 LANES)



# 222  
 SANDY, UTAH  
 125M 6-12-71

EXHIBIT "B"

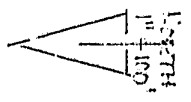


COMMON SERVICE AREAS OF PARCEL A

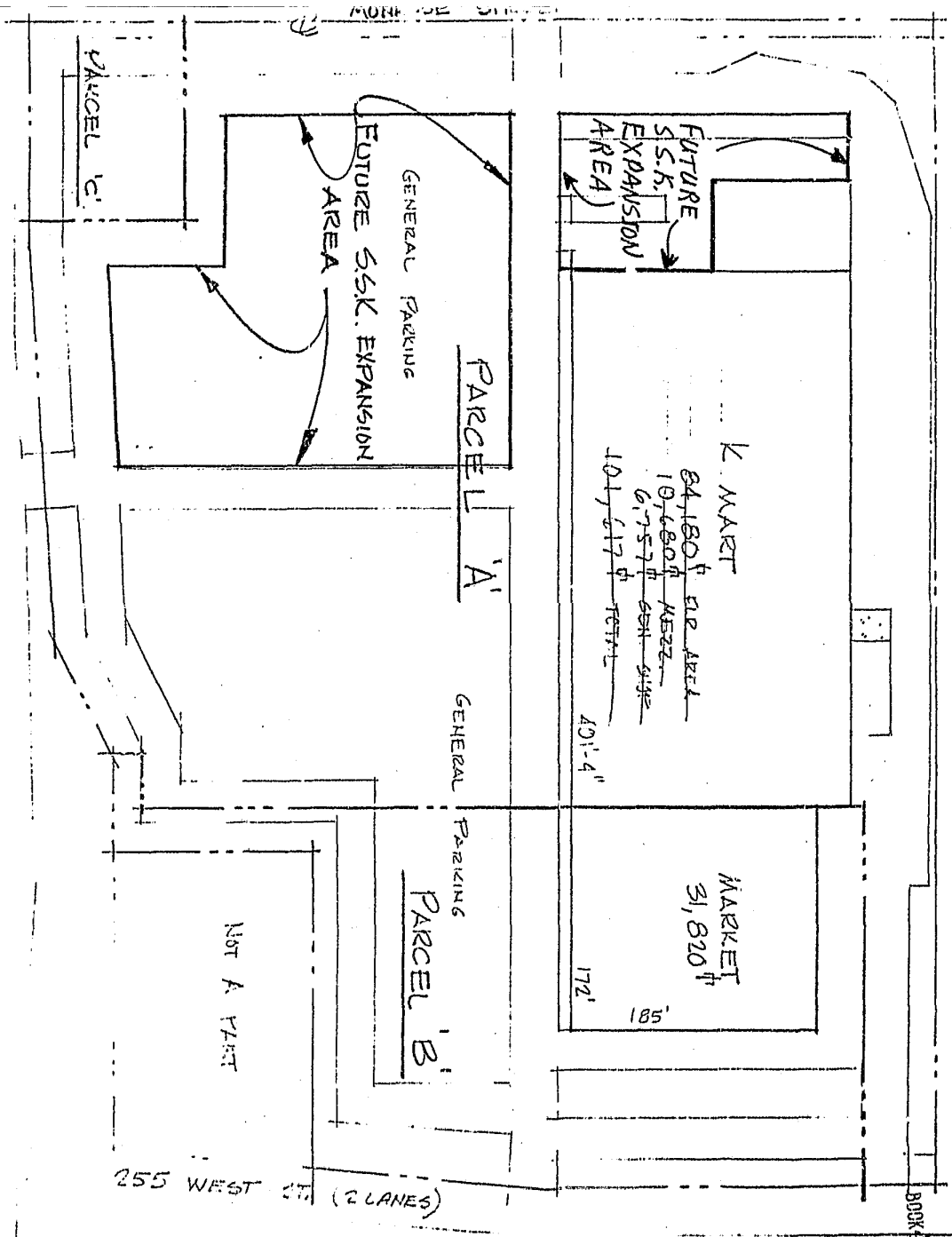
9000 CANON STREET  
6 LANES

Exhibit "C"

# 222  
SANDY UTAH  
12/1/11



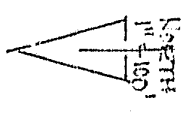




9300 SOUTH STREET

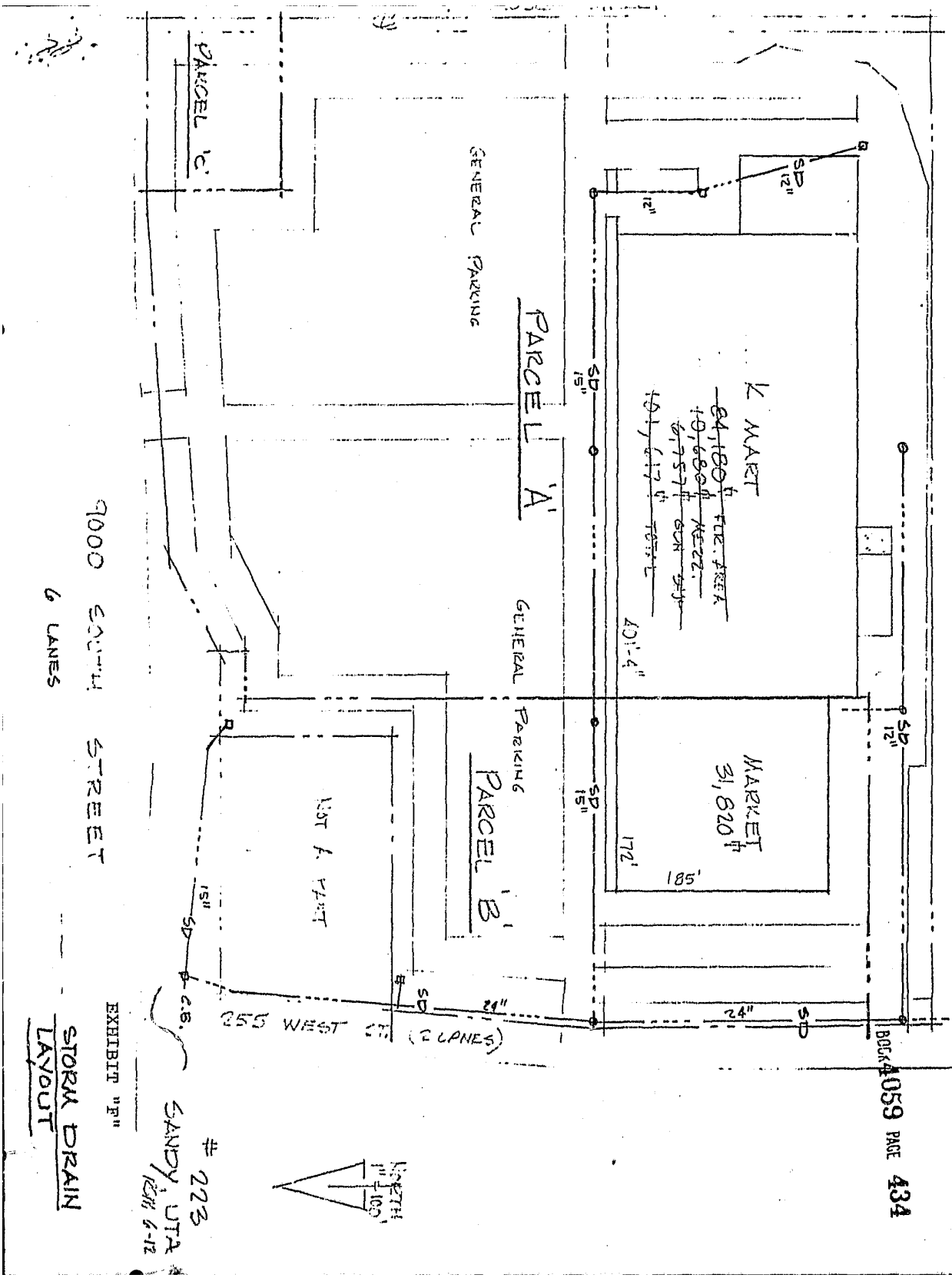
6 LANES

255 WEST ST. (2 LANES)



# 223  
SANDY UTAI  
12/11/12 6-12





9000 SOUTH STREET  
6 LANES

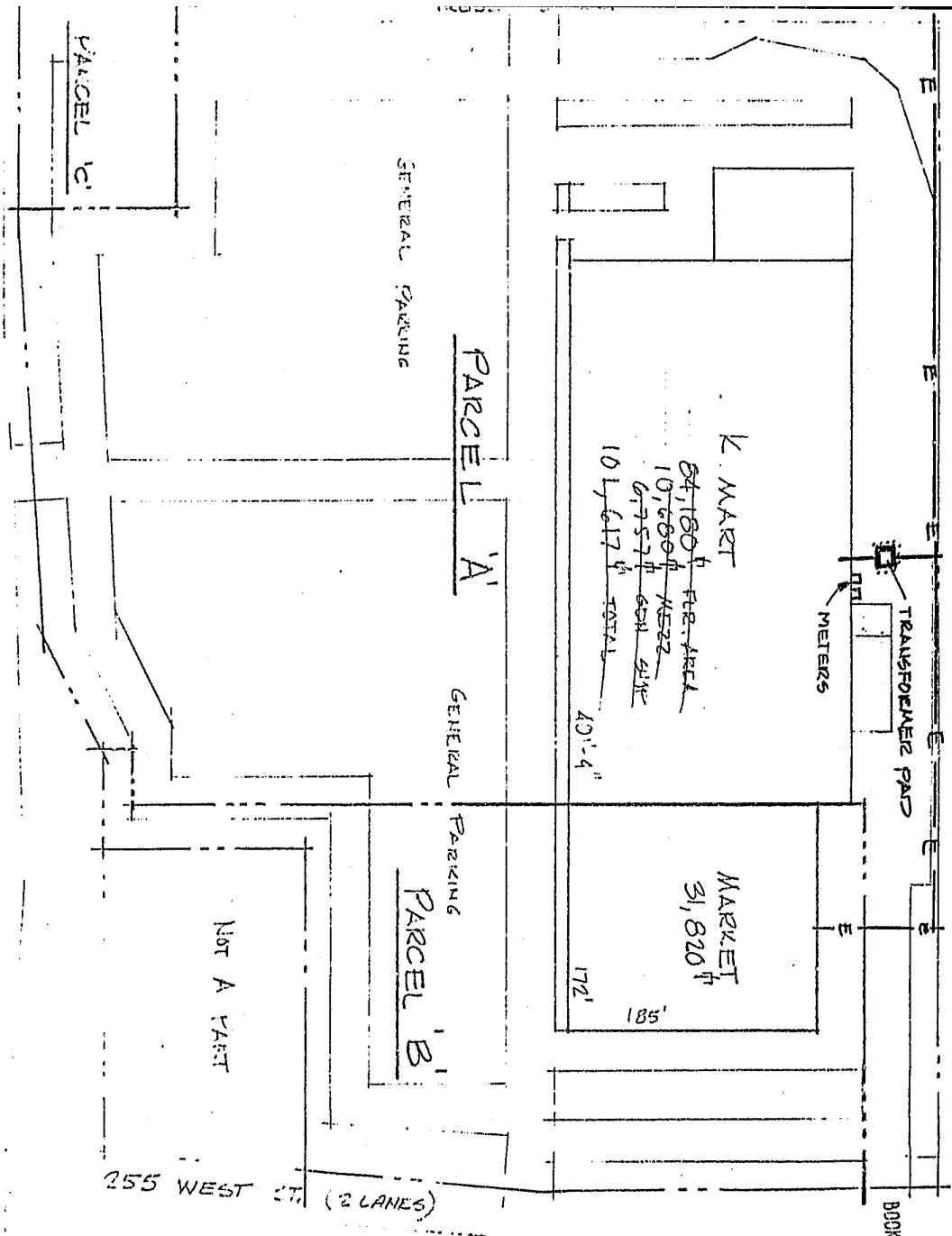
STORM DRAIN  
LAYOUT

EXHIBIT "F"

# 223  
SANDY, UTA  
12/11/12



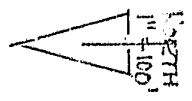
BACK 4059 PAGE 434



9000 SOUTH STREET  
6 LANES

EXHIBIT "G"  
ELECTRIC SERVICE  
LAYOUT

# 223  
SANDY UTAH  
JAN 6-11





MONROSE STREET

PARCEL 'C'

GENERAL PARKING

PARCEL 'A'

GENERAL PARKING

PARCEL 'B'

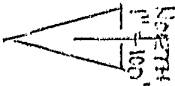
LOT A UNIT

255 WEST ST. (2 LANES)

9000 SOUTH STREET  
6 LANES

EXHIBIT "H"  
SANITARY SEWER  
LAYOUT

# 223  
SANDY UT  
12/11/06



MARKET  
84,180<sup>+</sup> TLR. AREA  
10,680<sup>+</sup> KEEL  
6,757<sup>+</sup> CON. SHAPE  
107, 617<sup>+</sup> TCR. E.  
421'-4"

MARKET  
31,820<sup>+</sup>

172'

185'

4059 PAGE 436

MONROSE STREET

PARCEL 'C'

GENERAL PARKING

PARCEL 'A'

GENERAL PARKING

PARCEL 'B'

NOT A MART

255 WEST ST. (2 LANES)

K MART

84,180<sup>±</sup> R.P. AREA  
 10,660<sup>±</sup> AREA  
 6,757<sup>±</sup> AREA  
 101,617<sup>±</sup> TOTAL

401'-4"

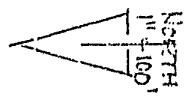
MARKET

31,820<sup>±</sup>

185'

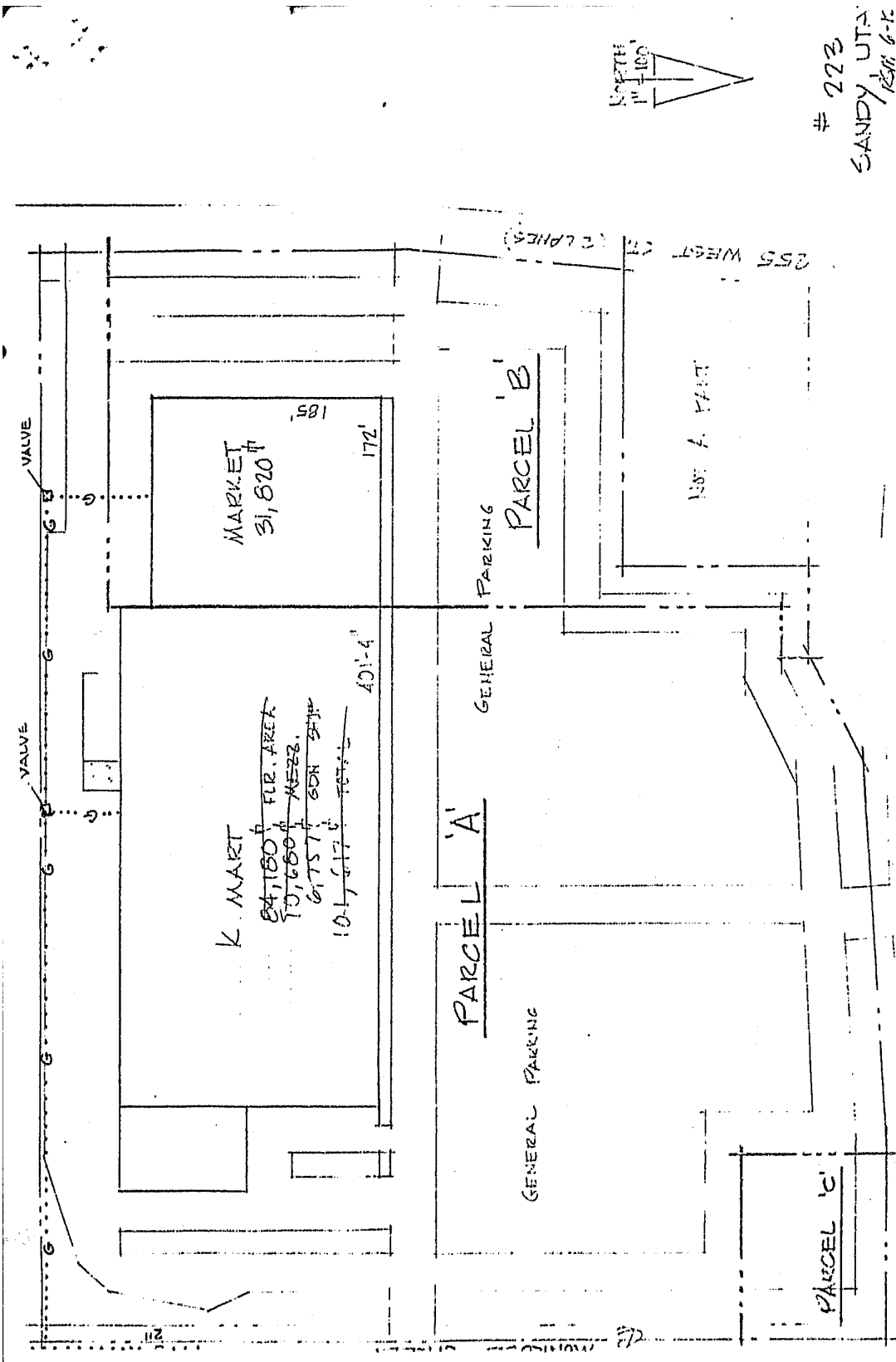
172'

9000 SOUTH STREET  
6 LANES



# 223  
 SANDY UTAH  
 12/11/6-12

EXHIBIT "I"  
 TELEPHONE SERVICE  
 LAYOUT



# 223  
SANDY UTA  
PLAN 6-12

EXHIBIT "J"  
GAS SERVICE  
LAYOUT

900B STREET  
6 LANES

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