

Utah Title
129 E. 400 S
S.L.C. 4412
Attn: Bruce Hancock

Scott Dickmorth

REF: UTAH TITLE & ABSTRACT

OCT 10 12 47 PM '80

KATIE L. JENSEN
RECORDER
SALT LAKE COUNTY,
UTAH

DECLARATION OF COVENANTS AND RESTRICTIONS
GRANT OF EASEMENTS

3488623

UT 70775

This Declaration of Covenants and Restrictions and Grant of Easements, hereinafter referred to as the "Declaration" is made and executed as of the first day of October, 1980 by CDI, Ltd., a Utah limited partnership, hereinafter referred to as "Declarant".

RECITALS:

A. Description of Subject Land. Declarant is the owner of the Subject Land, as hereinafter defined, located in Salt Lake County, State of Utah and more particularly described in Exhibit A attached hereto.

B. Improvement of Subject Land. Declarant proposes to improve the Subject Land as a shopping center under a general plan or scheme of development and for that purpose intends to hereby create and establish certain easements, restrictions, and obligations with respect to the Subject Land.

C. Buildings on Subject Land. Declarant and/or third parties will erect various Buildings (including but not limited to a store of approximately 72,897 square feet to be leased to K mart Corporation pursuant to that certain Lease (the "K mart Lease"), dated July 23, 1980 as amended) or similar structures upon certain portions of the Subject Land and Declarant has set aside for future construction of structures or Buildings on the Subject Land certain portions of the Subject Land (collectively, the "Building Areas").

D. Common Areas. Declarant will make and provide certain roadways, sidewalks, parking areas, mall, and utility

BOOK 5162 PAGE 1481

improvements and facilities including grading, surfacing, lighting, striping, planting, installation of sewer, water, electrical, and gas lines in, under, over, and upon the Subject Land and intends for such purposes to set aside certain portions of the Subject Land (hereinafter referred to as the "Common Areas").

E. Easement and Maintenance Obligations. Declarant desires to establish and create for the benefit of the Building Areas certain easements and rights-of-way for access over and upon the Common Areas as well as obligations of maintenance, repair, and replacement of common facilities as the same are or will be included within the Common Areas.

F. Intent and Purpose. Declarant intends by recording this Declaration, together with the Exhibits attached hereto, to subject the Subject Land and all improvements situated or to be situated thereon to the provisions of this Declaration and to impose upon the Subject Land mutually beneficial restrictions for a general plan of improvement for the benefit of the owners of all interests in the Subject Land.

NOW, THEREFORE, Declarant, as the owner of the Subject Land, for itself and its legal representatives, successors, and assigns hereby declares as follows:

ARTICLE I

DEFINITIONS

1.01. Defined Terms. Unless the context clearly indicates otherwise, certain terms as used in this Declaration shall have the meanings set forth in this Article I.

1.02. "Subject Land" shall mean the parcel of land located in the unincorporated area of Salt Lake County, State of

BOOK 5162 PAGE 1482

Utah more particularly described in Exhibit A including the K mart Demised Premises as described on Exhibit A-1 hereto.

1.03. "Building Areas" shall mean those areas designated as "K mart", "Shops", "Food/Drug", "Pad", and "Drive Thru Garden Shop" upon the Site Plan.

1.04. "Site Plan" shall mean the site plan attached hereto as Exhibit "B" and by this reference made a part hereof.

1.05. "Building" shall mean the structure or structures to be constructed within the Building Areas.

1.06. "Common Areas" shall mean those portions of the Subject Land which are not Building Areas.

1.07. "Owner" shall mean the owner of the fee title to a Building Area.

ARTICLE II

Common Plan. Declarant by this Declaration intends to establish a common plan for the development of the Subject Land in order to insure the protection, maintenance, and improvement of the Subject Land, and as hereinafter set forth, by this Declaration will establish certain easements, covenants, and reservations upon and subject to which the Subject Land shall be used, held, leased, sold, or conveyed by Declarant which easements, covenants, and reservations are intended for the benefit of the Subject Land and each owner of any interest therein, whether present or future, and which shall inure and pass with the Subject Land and each and every interest therein.

ARTICLE III

RESTRICTIONS ON USE OF BUILDING AREAS

3.01. Construction in Building Areas Only. No Building or permanent building type structure shall be constructed upon

BOOK 5162 PAGE 1483

any portion of the Subject Land except within and on the Building Areas, except to the extent permitted to K mart Corporation pursuant to the K mart Lease.

3.02. One Story Buildings Only. All Buildings or similar structures built on the Building Areas shall not exceed in height one story, plus mezzanine.

ARTICLE IV

COMMON AREAS

4.01. Use of Common Areas. The Common Areas shall be used for the following purposes only:

(a) The parking of passenger vehicles and pedestrian and vehicular traffic.

(b) The installation, maintenance, and operation of underground public utilities services serving any of the Building Areas, together with and including vaults, manholes, meters, pipelines, valves, hydrants, sprinkler controls, conduits, and related facilities, and sewage facilities, all of which (except hydrants) shall, to the extent reasonably possible, be even with or below the surface of the ground.

(c) The location of mail boxes, public telephones, newspaper racks, and benches for the comfort and convenience of customers, visitors, invitees, licensees, and patrons of mercantile, business, or professional establishments and occupants located or to be located upon any of the Building Areas or any portion thereof, as the Declarant and its legal representatives, successors, assigns, or grantees may from time to time deem appropriate.

(d) The construction, maintenance, repair, replacement, rearrangement, and reconstruction of parking sites

BOOK 5162 PAGE 1484

or stalls, streets, sidewalks, ramps, driveways, lanes, curbs, gutters, traffic control areas, signals, traffic islands, and traffic and parking lighting facilities.

(e) The construction, maintenance, repair, replacement, and reconstruction of pylon signs (with appropriate underground electrical connections), if otherwise permitted.

(f) The construction, maintenance, repair, replacement, and reconstruction of any mall or landscaped areas including planters, planting boxes, edgers, decorative walls, and sprinklers and valves.

(g) The ingress and egress of customers, visitors, invitees, licensees, and patrons (and the vehicles thereof) of mercantile, business, or professional establishments located on the Building Areas and to and from any public streets adjacent thereto, and the ingress and egress of delivery and service trucks and vehicles to and from the Building Areas or any portion thereof and to and from any public streets adjacent thereto, for the delivery of goods, wares, merchandise, and the rendition of services to Owners and their respective heirs, successors, grantees, assigns, and lessees.

(h) The ingress and egress of any of the persons designated in paragraph (g) above and the vehicles thereof, to and from any portion of any Building Area and to and from the public streets adjacent thereto.

(i) Subject to adequate provision for the uses set forth in the other paragraphs in this Section 4.01, the rearrangement and reconstruction of truck loading and unloading areas, including ramps, docks, and similar facilities and trash, refuse, and garbage container storage areas.

BOOK 5162 PAGE 1485

(j) The temporary parking of trucks, tractors, trailers, and other delivery vehicles used in conjunction with the exercise of any of the activities described in paragraph (g) above.

(k) Subject to the foregoing limitations and restrictions, during the course of construction of any Buildings which may hereafter be constructed upon any of the Building Areas, those portions of the Common Areas immediately adjacent thereto may be used by the Owner of the Building Area, or, with such Owner's written consent, by the tenant thereof for the temporary storage of construction materials and equipment used and to be used in connection with the construction of the Building, provided that such use thereof does not unreasonably interfere with the normal use of such Common Areas.

4.02. Prohibited Use of Common Areas. The Common Areas shall not at any time be used for the parking of trucks (other than passenger trucks) or the loading or unloading thereof, except for the parking, loading or unloading of trucks during and in connection with construction of Buildings upon any of the Building Areas and the servicing and supplying of Building Areas; provided, however, that if at all possible such service and supplies shall be provided to the Building Areas from the Common Area at the rear of the Building Areas, the delivery or removal of trade fixtures, including signs, or the construction, repair or maintenance of parking areas and improvements and facilities herein permitted, upon the condition, however, that any such use shall be confined to that portion of the Common Areas which is reasonably necessary in connection with the matters herein specified and shall be diligently and promptly completed.

BOOK 5162 PAGE 1486

4.03. Parking and Associated Areas. All driving aisles, parking aisles, driveways, and parking areas contained within the Common Areas shall be properly graded, leveled, and paved with concrete or asphalt and shall also be properly marked with painted lines for the orderly flow of traffic and the parking of motor vehicles. All parking areas within the Common Areas shall be provided with appropriate access to driving aisles and driveways of adequate width.

4.04. Lighting. All parking areas within the Common Areas shall be illuminated during business hours occurring during darkness and for a reasonable period prior and subsequent thereto.

4.05. No Changes in Traffic Patterns. Following the completion of the construction of the Buildings or similar structures on the Building Areas and so long as K mart Corporation is leasing the Building designated as "K mart" on the Site Plan, the sizes and arrangements of those portions of the Common Areas then used for parking areas and the traffic circulation and flow patterns on the Common Areas shall not be changed or altered without the prior written consent of K mart Corporation, which consent shall not be unreasonably withheld, except that no such consent shall be required with respect to a change in the traffic patterns resulting from the closure of the westerly entrance off of 5400 South Street as shown on the Site Plan and the creation of an entry to the Subject Land from the "Proposed West Valley Highway" as indicated on the Site Plan.

ARTICLE V

EASEMENTS

5.01. Grant of Easement. Declarant hereby grants, conveys, transfers, and assigns, without warranties and subject to

BOOK 5162 PAGE 1487

the conditions contained herein, unto each and every Owner, a mutual, nonexclusive, and reciprocal easement and right-of-way for passage over and use of, both pedestrian and automotive, the Common Areas for the purpose of ingress and egress to any Buildings or structures built or to be built on any of the Building Areas, parking thereon, and for the running of all utility lines, wires, pipes, conduits, sewers, drainage lines into, upon, and/or over any and all of the Common Areas to any of the Building Areas.

5.02. Use of Easement. The easement and right-of-way, established by Section 5.01 above, shall be for the benefit of and restricted solely to the use of the Owners, the lessees of the Owners, mortgagees under mortgages covering any of the Subject Land, beneficiaries and trustees under deeds of trust covering any of the Subject Land, and to their customers, employees, and business invitees and the same is not intended and shall not be construed as creating any rights in or for the benefit of the general public; provided further that the grant herein is subject to the provisions of Section 5.03 below.

5.03. Right to Close Common Areas. Declarant for itself and the then Owners of any portion of the Common Areas reserves the right to close temporarily all or any portion of the Common Areas to such extent as in the opinion of Declarant or the then Owners of the Common Areas is legally necessary and sufficient to prevent the dedication thereof or any accrual of any rights therein in any person other than as created hereby or in the public generally.

5.04. No Further Easements. No owner of any real property interest in the Subject Land shall grant any easement,

BOOK 5162 PAGE 1489

right-of-way, or right of use with respect to any of the Common Areas, except as provided herein and except that Declarant may grant an easement for a right-of-way for the benefit of Edward N. and Jennean Ortega in the northwest corner of the area at the rear of the perimeter of the Building Area designated as "Food/Drug" on the Site Plan. Nor shall any such person grant any easement, right-of-way, or right of use with respect to any Building Area, the fee ownership of which is not vested in said party.

ARTICLE VI

CERTAIN RIGHTS AND OBLIGATIONS OF THE DECLARANT

6.01. The Common Areas. The Declarant, subject to the rights and duties of the Owners as set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon and shall keep the same in a good, clean, attractive, safe and sanitary condition, order and repair. The Declarant shall be responsible for the maintenance and repair of the Common Areas, including without limitation painting thereof, snow and ice removal, repair and replacement of surfacing and maintenance of landscaping, walkways, and driveways. In particular, the Declarant shall be responsible for the maintenance of the roads and associated improvements located or to be located in whole or in part upon the Common Areas. The specification of duties of the Declarant with respect to particular Common Areas shall not be construed to limit its duties with respect to other Common Areas, as set forth in the first sentence of this Section.

6.02. Manager. The Declarant may by written contract or agreement delegate in whole or in part to a professional

BOOK 5162 PAGE 1489

Manager or lessee such of the Declarant's duties, responsibilities, functions, and powers hereunder as are properly delegable.

6.03. Miscellaneous Goods and Services. The Declarant may obtain and pay for the services of such personnel as the Declarant shall determine to be necessary or desirable for the proper operation of the Common Areas, whether such personnel are furnished or employed directly by the Declarant or by any person or entity with whom or which it contracts. The Declarant may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Areas, the enforcement of this Declaration, or any other matter. In addition to the foregoing, the Declarant may acquire and pay for water, sewer, garbage collection, electrical, gas, and other necessary or desirable utility services for the Common Areas, and insurance, bonds, and other goods and services.

6.04. Real and Personal Property. The Declarant may acquire and hold real, personal, and mixed property of all types for the use or benefit of all of the Owners and may dispose of such property by sale or otherwise.

6.05. Rules and Regulations. The Declarant may make reasonable rules and regulations governing the use of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration and with the terms and conditions of the K mart Lease. The Declarant may take judicial action against any Owner to enforce compliance with such rules and regulations or other obligations of Owners arising hereunder, or to obtain damages for noncompliance therewith, as permitted by law. In the event of such judicial action, the Declarant shall be entitled to recover its costs, including reasonable attorneys' fees, from the offending Owner.

BOOK 5162 PAGE 1490

6.06. Implied Rights. The Declarant may exercise any right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

VII

CONDEMNATION

7.01. Condemnation. If at any time or times all or any part of the Subject Land shall be taken or condemned by any public authority under power of eminent domain, the provisions of this Article shall apply. A voluntary sale or conveyance of all or any part of the Subject Land in lieu of condemnation but under threat of condemnation, shall be deemed to be a taking by eminent domain.

7.02. Proceeds. All compensation, damages, and other proceeds from any such taking by power of eminent domain (hereinafter the "Condemnation Award") attributable to the value of any land within the Common Areas shall be payable only to the Owner thereof and no claim thereon shall be made by Owners; provided, however, that all Owners may file collateral claims with the condemning authority over and above the value of the land and improvements located within the Common Areas so taken to the extent of any damage suffered by their respective Building Areas resulting from severance of the appurtenant portions of the Common Areas so taken. The Owner of the portions of the Common Areas so condemned shall promptly repair and restore the remaining portion of the Common Areas so owned by such Owner as near as practicable to the condition of the same immediately

BOOK 5162 PAGE 1491

prior to the condemnation and without contribution from any other Owner; provided, however, that the obligation to repair or reconstruct shall be limited such that the cost thereof shall not exceed the amount of the Condemnation Award payable to the Owner of the Common Areas so condemned less said Owner's costs, including but not limited to attorneys' fees and court costs, arising out of the condemnation proceedings.

VIII

ENFORCEMENT

8.01. Enforcement.

(a) The right to enforce the terms, covenants, and easements contained herein shall belong only to the Owners, lessees of the Owners, if any, and to mortgagees under mortgages covering any of the Subject Land and beneficiaries and trustees under deeds of trust covering any of the Subject Land of the Owners, provided that the lease or memorandum of lease in favor of such lessee, mortgage in favor of such mortgagee, or deed of trust in favor of such beneficiary and trustee is recorded in the office of the Recorder of Salt Lake County, State of Utah.

(b) In the event of any violation or threatened violation of any of the terms, restrictions, or covenants, contained herein, any person entitled to enforce this Declaration will have, in addition to the right to collect damages, the right to enjoin such violation or threatened violation in a court of competent jurisdiction.

(c) If performance of any act or obligation of any party is prevented or delayed by act of God, war, labor disputes, or other cause or causes beyond the reasonable control of such party, the time for the performance of the act or

BOOK 5162 PAGE 1492

obligation shall be extended for the period that such act or performance is actually delayed or prevented by any such cause.

(d) In the event that any suit is brought for the enforcement of any provision of this Declaration or as the result of any alleged breach thereof or for a declaration of rights and duties hereunder, the successful party or parties to such suit shall be entitled to collect reasonable attorney's fees from the losing party or parties and any judgment or decree rendered shall include an award thereof.

(e) It is expressly agreed that no breach or violation of this Declaration will terminate this Declaration, but this limitation will not affect, in any manner, any other rights or remedies for any breach of this Declaration.

(f) A breach or violation of any of the terms, covenants, or restrictions of this Declaration will not defeat or render invalid the lien of any first mortgage or first deed of trust, made in good faith and for value, or any mortgages securing construction financing on the K mart Demised Premises, but such term, covenant, or restriction will be binding on and be effective against anyone whose title to any portion of the Subject Property is acquired by foreclosure, trustee's sale, or otherwise.

(g) The specified remedies to which any person entitled to enforce this Declaration may resort under the terms of this Declaration are cumulative and are not intended to be exclusive of any other remedies or means of redress to which any person entitled to enforce this Declaration may be lawfully entitled in case of any breach or threatened breach of any provision of this Declaration. Failure to insist in any one or more cases upon the strict performance of any of the covenants of

BOOK 5162 PAGE 1493

this Declaration or to exercise any remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such covenant or remedy.

IX

DURATION

This Declaration and each easement, covenant, condition, and restriction hereby created shall continue for a period of twenty-five (25) years from the date hereof or for such longer period so long as K mart Corporation is lessee with respect to the K mart Demised Premises under the K mart Lease unless terminated, modified, or amended by an instrument executed as herein set forth and duly recorded in the office of the Recorder of Salt Lake County, State of Utah.

X

AMENDMENTS OR MODIFICATIONS

10.01. Consent to Modification. This Declaration and any provision, covenant, or easement contained herein may be terminated, extended, modified, or amended with the written consent of all of the then Owners, K mart Corporation if then a lessee with respect to the K mart Demised Premises, each major lessee on the Subject Land occupying in excess of 20,000 square feet, each mortgagee under mortgages covering any of the Subject Land, and each beneficiary and trustee under trust deeds covering any of the Subject Land; provided, however, that no termination, extension, modification, or amendment of this Declaration shall be effective unless a written instrument setting forth the terms thereof has been executed as herein provided, acknowledged, and recorded in the office of the Recorder of Salt Lake County, State of Utah.

BOOK 5162 PAGE 1494

10.02. No Consent of Other Persons. Anything in this Article X to the contrary notwithstanding, no lessee or licensee or any other person having any interest in the Subject Land other than those persons specifically designated in Section 10.01 above need consent to any termination, extension, modification, or amendment of this Declaration or any part hereof.

XI

MISCELLANEOUS

11.01. Not a Public Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of any portion of the Subject Land to the general public or for the general public or for any public purpose whatsoever, it being the intention that this Declaration will be strictly limited to and for the purpose expressed herein.

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

11.03. Dominant and Servient Estates. Each and all of the easements and rights granted or created herein are appurtenances to the applicable portions of the Subject Land and none of such easements and rights may be transferred, assigned, or encumbered except as an appurtenance to such portions. For the purposes of such easements and rights, the property benefited shall constitute the dominant estate, and the particular areas of the Subject Land which respectively are burdened by such easements and rights shall constitute the servient estate.

BOOK 5162 PAGE 1495

11.04. 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 hereinabove described; (b) will create mutual equitable servitudes upon each parcel of land in the Subject Land in favor of the Subject Land; (c) will bind every person having any fee, leasehold, or other interest in any portion of the Subject Land 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 Declarant and its respective successors and assigns as to the respective parcels of land in the Subject Land and to the benefit of mortgagees under mortgages covering the Subject Land and beneficiaries and trustees under trust deeds covering the Subject Land.

11.05. Compliance with Laws. All Owners shall comply promptly with all federal, state, and municipal statutes and ordinances, and with all regulations, orders, and directives of appropriate governmental agencies pertaining to the use or occupancy of the Subject Land, as such statutes, ordinances, regulations, orders, and directives now exist or may hereafter provide.

11.06. Benefit and Burden. The terms, covenants, and conditions contained herein shall inure to the benefit of and shall be binding upon the Declarant, all Owners, and any other person having any interest in the Subject Land and their respective legal representatives, successors, and assigns.

BOOK 5162 PAGE 1496

11.07. Intent and Purpose. The provisions of this Declaration, and any Supplemental or Amended Declaration, shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of a shopping center. Failure to enforce any provision, restriction, covenant, or condition in this Declaration, or in any Supplemental or Amended Declaration, shall not operate as a waiver of any such provision, restriction, covenant, or condition or of any other provisions, restrictions, covenants, or conditions.

11.08. Construction. Wherever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders. The article and section headings set forth herein are for convenience and reference only and are not intended to describe, interpret, define, or otherwise affect the content, meaning, or intent of this Declaration or any article, section, or provision hereof. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

11.09. Registration of Mailing Address. Each Owner shall register from time to time with the Declarant its current mailing address. All notices or demands intended to be served upon any Owner may be sent by first class U.S. mail, postage prepaid, addressed to the Owner at its registered mailing address, or, if no address has been registered, to the Building Area of such Owner. All notices or demands intended to be served upon the Declarant may be sent by first class U.S.

BOOK 5162 PAGE 1497

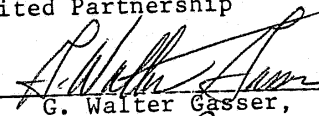
registered or certified mail, postage prepaid, addressed to the Declarant at its offices at 220 South 200 East, Suite 150, Salt Lake City, Utah 84111 or to such other address as the Declarant may hereafter furnish to the Owners in writing. Any notice or demand referred to in this Declaration shall be deemed given when deposited in the U.S. mail, postage prepaid, and in the form provided for in this section.

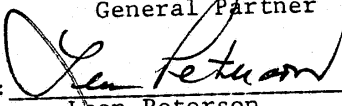
11.10. Effective Date. This Declaration shall take effect immediately upon recording.

11.11. Owner's Obligations. All obligations of each Owner under and by virtue of the provisions contained in this Declaration shall continue, notwithstanding that it may be leasing, renting, or selling its Building Area under contract. The Owner of a Building Area within the Project shall have no obligation for expenses or other obligations accruing after it conveys the fee title for such Building Area to another party.

IN WITNESS WHEREOF, Declarant has duly executed this Declaration the day and year first above written.

CDI, LTD., a Utah
Limited Partnership

By: 
G. Walter Gasser,
General Partner

By: 
Leon Peterson,
General Partner

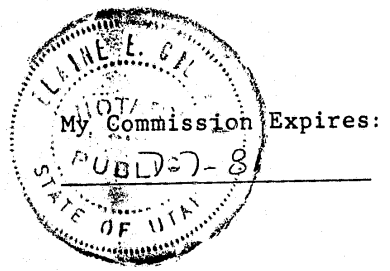
STATE OF UTAH)
): ss.
COUNTY OF SALT LAKE)

On the 10th day of October, 1980 personally appeared before me G. Walter Gasser and Leon Peterson, the signers of the

BOOK 5162 PAGE 1498

foregoing Declaration who being by me duly sworn did say that they are the General Partners of CDI, Ltd., a Utah limited partnership, and that they were authorized to, and did, execute the foregoing Declaration as General Partners in said partnership.

Elaine L. Gilbert
Notary Public
Residing at: Midvale, Utah



BOOK 5162 PAGE 1499

EXHIBIT A
WEST POINT SHOPPING CENTER
PROPERTY DESCRIPTION

Beginning at a point on the South right of Way Line of 5400 South Street, N89°56'30"E, 823.9 ft, and S0°03'30"E, 33.00 ft from the Northwest Corner of Section 17, T2S, R1W, SLB&M; said point also being the northeast corner of a tract of land deeded to Edward N. and Jennean Ortega, special W.D. recorded in book 3401, page 327 Aug. 23, 1973; and running thence N89°56'30"E, 567.61 ft along said south right of way line to the east line of a permanent easement of the Jordan Aqueduct recorded in book 3235 page 127 and referred to as Parcel No JA-204(F); thence S13°24'08"E along said east line, 217.48 ft; thence S17°01'08"E, 886.50 ft along said line; thence N89°54'30"W, 876.41 ft; thence N0°03'30"W, 531.25 ft; thence S89°56'30"W, 133.90 ft; thence N0°03'30"W, 276.00 ft; thence N89°56'30"E, 133.90 ft; thence N0°03'30"W, 250.00 ft to beg. Cont. 18.2478 acres.

Together with the following described right of way:

Beginning at a point S0°05'29"E, 559.00 ft, and N89°54'30"W, 68.89 ft. and S0°05'30"W, 245.32 ft. from the Northwest Corner of Section 17, T2S, R1W, SLB&M; running thence S89°54'30"E, 488.17 ft.; thence N79°10'20"E, 205.30 ft; thence S89°54'30"E, 203.25 ft.; thence S0°03'30"E, 35.00 ft.; thence N89°54'30"W, 200.00 ft.; thence S79°10'20"W, 205.30 ft.; thence N89°54'30"W, 491.52 ft. to the East Line of 4015 West Street; thence N0°05'30"E, 35.00 ft. to the point of beginning.

Exhibit A-1

K-MART DEMISED PREMISE, KEARNS, UTAH

Beginning at a point N89°56'30"E, 823.90 ft; and S0°03'30"E, 1090.25 ft; and S89°54'30"E, 876.41 ft from the NW Corner of Section 17, T2S, R1W, SLB&M; and running thence N17°01'08"W, 714.28 ft; thence N89°54'30"W, 232.85 ft; thence S0°05'30"W, 142.00 ft; thence N89°54'30"W, 117.00 ft; thence S0°05'30"W, 235.50 ft; thence S89°54'30"E, 10 ft; thence S0°05'30"W, 305.17 ft; thence S89°54'30"E, 550.00 ft. to the point of beginning. Containing 6.6781 acres.

NORTHWEST CORNER OF SECTION
TWP 2 SOUTH, RANGE 1 WEST, SL
KEARNS, UTAH.

N 89° 56' 30" E. 823.90'

S 0° 03' 30" E.
33.00

POINT OF BEGINNING
WEST POINT
SLOPPING CTR.

BOOK 5162 PAGE 1502

N 89° 56' 30" E.
823.90'

B.M.

5400 SOUTH STREET

N 89° 30' E - 561.6'

N 0° 03' 30" W
250.00'

#300
3000

N 89° 30' E
561.6'

#300
3000

#300
3000

N 89° 30' E
561.6'

BOOK 5162 PAGE 1503

PARKING
790 CARS

#300
3000

N 89° 30' E

#300
3000

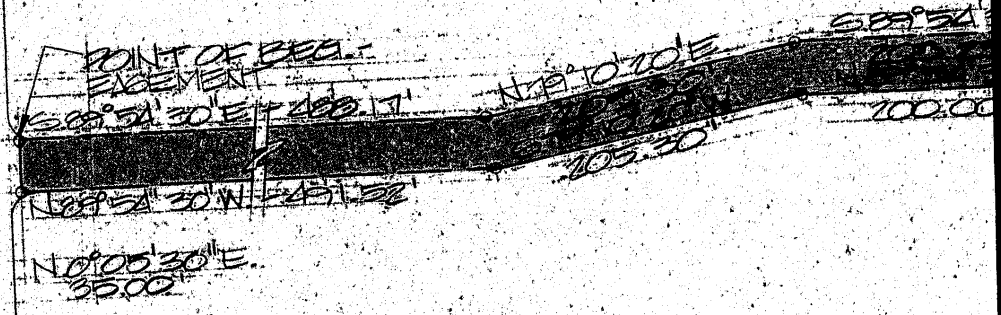
STORE NO. 7512
S.W.C. 5100 S. STREET & PROPOSED W. VALLEY HWY.
KEARNS, UTAH.

EXHIBIT - "B"
JULY 23, 1980

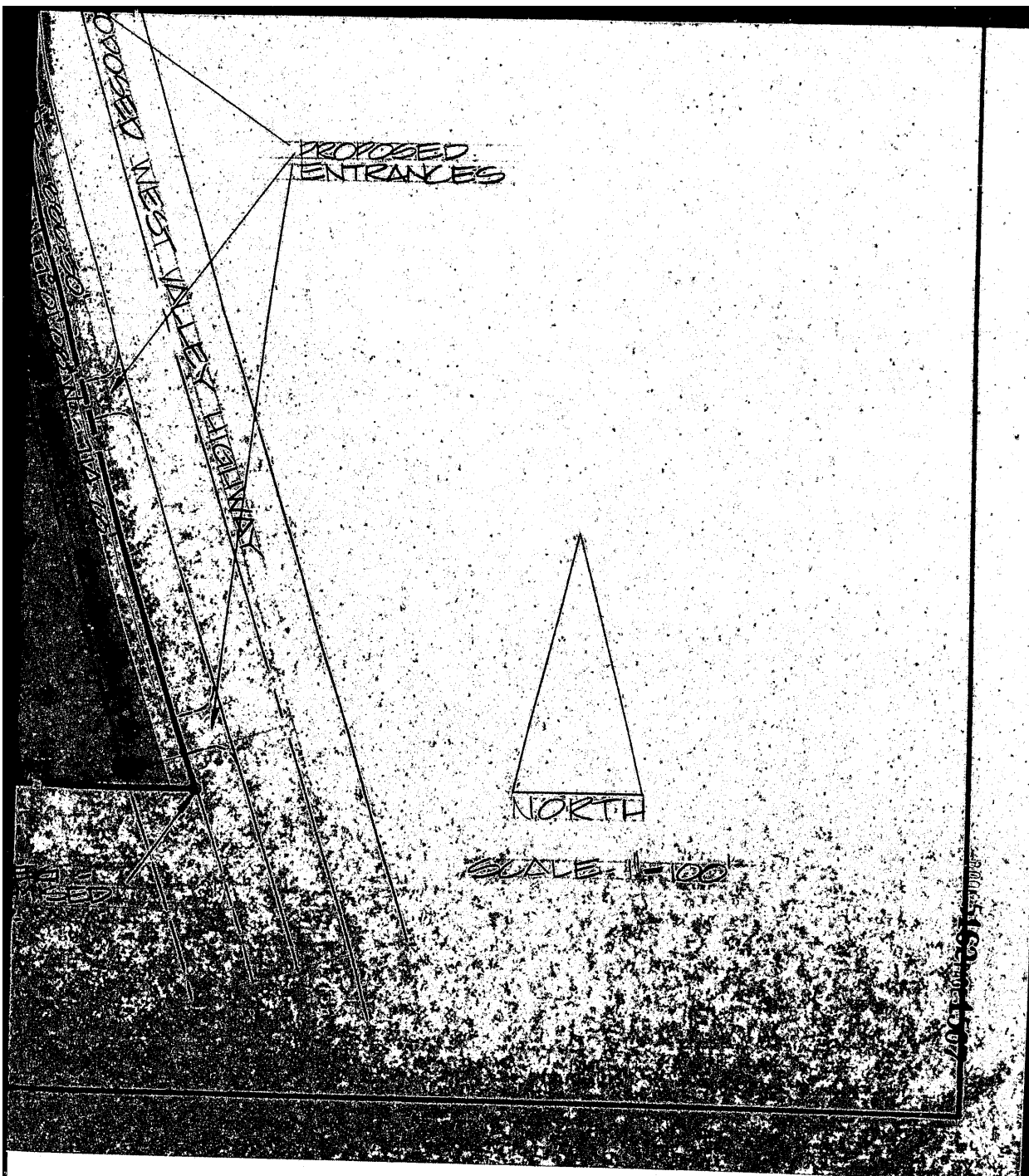
BOOK 5162 PAGE 1504

5.89
133

4-ADIB WEST STREET

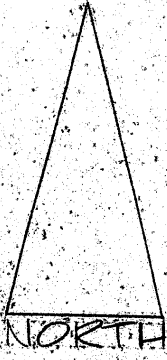


BOOK 5162 PAGE 1505



PROPOSED
ENTRANCES

WEST WEST WALK LIGHTING



SCALE 1:100

Scale 1:100