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& 3500 South
West Valley City, Utah
7/27/83

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220 SOUTH 2000 CORN #150
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DECLARATION OF RESTRICTIONS

AND

GRANT OF EASEMENTS

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DECLARATION OF RESTRICTIONS
AND GRANT OF EASEMENTS

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("Declaration") is made as of the 28th day of July, 1983 by GFI Ltd. II - WVC Investments, Ltd., a Utah limited partnership ("First Party"), _____ and Albertson's, Inc., a Delaware corporation ("Albertson's").

I. PRELIMINARY

1.1 Definitions:

(a) "Building Area": That area shown as Building Area on Exhibit "A".

(b) "Common Area": All those areas on each Parcel which are not Building Areas together with those portions of the Building Area on each Parcel which are not from time to time actually covered by a building or other commercial structure or cannot under the terms of this Declaration be used for buildings in order to retain the respective Common Area requirements set forth in Section 2.3.

(c) "Lienholder": Any mortgagee under a mortgage or a trustee or beneficiary under a deed of trust constituting a lien on any Parcel.

(d) "Parcel": Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9 or 13.

(e) "Prime Lessee": An owner ("Seller") of a Parcel who sells the Parcel to a third party ("Buyer") and thereafter enters into a lease for the Parcel with Buyer or a lessee or sublessee of Buyer. Prime Lessee includes the successors and assigns of Seller but does not include the sublessees, licensees or concessionaires of Seller.

(f) "Restrictions": The easements, covenants, restrictions, liens, charges, obligations and benefits contained in this Declaration.

(g) "Shopping Center": Parcels 1 through 9 and 13 collectively. The Shopping Center consists of two (2) phases. Phase I consists of Parcels 1, 2, 3, 4, 6, 7, 8 and 9. Phase II consists of Parcels 5 and 13.

1.2 Parties: First Party is the owner of Parcels 3, 4, 5, 8, 9 and 13; Albertson's is the owner of Parcels 1, 2, 6 and 7. The Parcels are located at the northwest corner of the intersection of 5600 West Street and 3500 South Street, in the City of West Valley City, County of Salt Lake, State of Utah,

are more particularly described on Schedule I attached hereto and are shown on the Exhibit "A" attached hereto.

1.3 Purpose: The above owners plan to develop the Shopping Center as an integrated retail sales complex for the mutual benefit of all real property in the Shopping Center and, therefore, hereby establish the Restrictions.

II. BUILDING AND COMMON AREA DEVELOPMENT

2.1 Building Location: All buildings and other structures (except those permitted in Section 2.2 below) shall be placed or constructed upon the Parcels only in the Building Areas, provided, however, canopies and roof overhangs (including columns or pillars supporting them), normal foundations, and doors for ingress and egress may project from the Building Area into the Common Area. All the foregoing must comply with all applicable laws, rules, ordinances and regulations of all governmental authorities sharing jurisdiction. All Building Areas on which buildings are not under construction on the date Albertson's opens its building on Parcel 7 for business shall be kept clean and weed free.

2.2 Common Area: The Common Area may be used for vehicular driving, parking (except that there shall be no double-deck parking), pedestrian traffic, directional signs, sidewalks, walkways, and landscaping and for no other purposes unless otherwise specifically provided in this Declaration. No buildings or structures shall be placed or constructed in the Common Area except pylon and directional signs, as provided in Article IV, paving, bumper guards or curbs, landscape planters, lighting standards, and, to the extent that they do not impede access to the rear or sides of buildings, loading docks, trash enclosures (with all trash being hidden from view from the parking areas), bottle storage areas and other service facilities. The Common Area shall be improved, kept and maintained as provided for in that certain Common Area Maintenance Agreement among the parties hereto and executed simultaneously with this Declaration. Following the construction of any portion of the Common Area improvements, the sizes and arrangements of the Common Area improvements, including, without limitation, service drives and parking areas, striping, traffic directional arrows and signs, concrete bumpers, parking lot lighting, perimeter walls and fences, and landscaped areas together with necessary planting, may not be changed without the written consent of the owners of Parcels 7, 8, 9 and 13.

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2.3 Common Area Requirements: The Common Area for each Parcel shall not be less than three (3) times the square footage of floor area contained in all buildings (but excluding mezzanines therein) allowed to be built on that Parcel. There shall be provided on each Parcel parking for not less than five (5) standard-sized American cars for each 1,000 square feet of floor area on that Parcel. It is understood that the areas designated Building Area for each Parcel on Exhibit "A" are only to show where buildings may be located; but the entire amount of Building Area so designated for any Parcel is not necessarily to be used for buildings. All portions of a Building Area which are not used for buildings shall be developed and maintained as Common Areas. In the event Exhibit "A" shows a maximum square foot area for a Parcel other than that permitted in this Section, the maximum shown on Exhibit "A" shall control, regardless of parking ratios and common area ratios required by this paragraph.

2.4 Type and Design of Building:

(a) Each building in the Shopping Center, now and in the future, shall be of first quality construction and architecturally designed so that its exterior elevation (including signs) and color will be architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. No building may be constructed nor the exterior of any existing building changed in any way (including, without limitation, signs and color) without the prior written approval of the owners of Parcels 7, 8, 9 and 13, as to the exterior design, color and elevations of the building to be constructed or modified. The standard signs of Albertson's and other major tenants occupying not less than 10,000 square feet (but not their successors and assigns) as they may exist from time to time and the opening, closing, or relocation of any door, however, shall not require approval. The standard signs of all other persons shall require approval. Notwithstanding the foregoing, the undersigned hereby approve the sign criteria set forth on Exhibit "B" attached hereto and agree that any signs requiring approval and conforming to the requirements of Exhibit "B" shall automatically and without notice to any other person be deemed approved for all purposes of this Declaration. Before construction of any structures or any modification of existing structures which requires approval is commenced, sufficient information shall be sent to the owners whose approval is required to enable the owners to make a reasonable determination. No owner may arbitrarily or

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unreasonably withhold its approval of the proposed building or modification if it is in conformity with the intent of this paragraph. An owner must approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and if such owner disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproving. If an owner rejects or disapproves the proposal and fails to provide such explanation within the thirty (30) day period, such owner shall be deemed to have approved same; provided that when the approval was sought, the one seeking the approval stated in writing to the one whose approval was sought that if a disapproval with explanation was not made within the thirty (30) day period, approval will then be deemed to have been given. If the proposal is disapproved as provided herein, then an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal.

(b) Every building shall be either equipped with automatic sprinkler systems which meet all the standards of the Insurance Services Office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any building built upon any other Parcel. The purpose of this paragraph is to allow buildings built on each Parcel to be fire rated as separate and distinct units without deficiency charge.

(c) No building shall be built in such a manner as to adversely affect the structural integrity of any other building on the Shopping Center.

(d) All buildings shall be single story with mezzanine permitted and shall not exceed thirty-one (31) feet in height. No building on Parcels 3, 4, or 5 shall exceed eighteen (18) feet in height.

III. EASEMENTS

3.1 Ingress, Egress, and Parking: Each owner hereto, as grantor, hereby grants to the other owner for the benefit of the other owner, its respective successors, assigns, tenants, employees, agents, customers and invitees, and the customers, employees and invitees of such tenants, and for the benefit of each Parcel belonging to the other owner, as grantee, a non-exclusive easement for ingress and egress by vehicular and pedestrian traffic and the right of vehicular parking upon, over and across the portion of the Common Area within the grantor's Parcels, except for those areas devoted to loading docks, trash enclosures, bottle rooms and other service facilities

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permitted by Section 2.2 above. These reciprocal rights of ingress and egress shall apply to the Common Area for each Parcel as such area shall be increased pursuant to Section 2.3 above.

3.2 Utility Lines: Each owner hereto, as grantor, hereby grants to the other owner, for the benefit of the other owner and its Parcels, nonexclusive easements under, through and across the Common Area of the grantor's Parcels for water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones or electrical conduits or systems, gas mains, other public utilities and service easements. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of such easements. In the event it is necessary for the owner of a Parcel to cause the installation of a storm drain, utility line or sewer across the Common Area of another Parcel after the initial paving and improving thereof, the other owner shall not unreasonably withhold the granting of an additional easement or easements. The construction and use of such easement facilities shall not unreasonably interfere with the normal operation of any business in the Shopping Center. The grantee shall bear all costs related to the use of the easement and shall repair to the original specifications any damage to the Common Area resulting from such use. At any time and from time to time the owner of a Parcel shall have the right to relocate on its Parcel any utility line or facility installed pursuant to the foregoing grant of easement which is then located on the land of such owner, provided that any such relocation (a) shall be performed only after sixty (60) days' notice of the owner's intention to undertake the relocation shall have been given to the owner of each Parcel served by the utility line or facility; (b) shall not unreasonably interfere with or diminish utility service to the Parcels served by the utility line or facility; (c) shall not reduce or unreasonably impair the usefulness or function of the utility line or facility; (d) shall be performed without cost or expense to the owner or occupant of any Parcel served by the utility line or facility; and (e) the original and relocated area shall be restored to their original specifications.

3.3 Signs: Each owner, as grantor, hereby grants to the other owner, for the benefit of the other owner, easements under, through and across the Common Area for the purpose of installing and maintaining the free-standing pylon signs hereinafter referred to in Section 4.3 of this Declaration.

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3.4 Building Encroachments: Each owner with respect to its Parcel hereby grants to the other owner for the benefit of the other owner and its Parcels, an easement for any portion of any buildings or structures on any Parcel which may encroach into or over an adjoining Parcel; provided the easement for footings, piers, piles, grade beams and building encroachments does not exceed two (2) feet and the easement for canopies, eaves, and roof overhangs does not exceed four (4) feet. The easements granted in this Section 3.4 shall survive this Declaration and shall last so long as the encroaching building is standing following its initial construction or following a reconstruction where such building is substantially restored to its prior condition following a casualty or condemnation.

3.5 Temporary Service Area: First Party hereby grants to Albertson's for the benefit of Albertson's and Parcels 1, 2, 6 and 7, a nonexclusive easement upon, over and across that portion of Parcel 13 designated "Temporary Service Area" on Exhibit "A" attached hereto and more particularly described on Schedule III attached hereto and incorporated herein by reference, for ingress and egress by vehicular traffic and for a driveway and turnaround for trucks. First Party retains the right, in its sole discretion and at its sole cost and expense, to relocate and reconstruct the driveway and turnaround located within said Temporary Service Area provided said relocation does not adversely affect in any way access to Albertson's loading dock and other service facilities. The easement granted in this Section 3.5 shall terminate upon construction of all Common Area improvements located on Phase II and shown on Exhibit "A" attached hereto.

3.6 Permanent Access Easement: Each owner hereto, as grantor, hereby grants to the other owner for the benefit of the other owner, its respective successors, assigns, tenants, employees, agents, customers, and invitees, and the customers, employees and invitees of such tenants, and for the benefit of each Parcel belonging to the other owner, as grantee, a perpetual nonexclusive easement for ingress and egress by vehicular and pedestrian traffic upon, over and across those portions of the Common Area designated "Access Easement A" through "Access Easement F" on Exhibit "A" attached hereto and located within the grantor's Parcels, which access easements are more particularly described on Schedule III attached hereto and incorporated herein by reference.

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IV. OPERATION OF COMMON AREA

4.1 **Parking:** There shall be no charge for parking in the Common Area without the prior written consent of the owners of Parcels 7, 8, 9 and 13, unless otherwise required by law.

4.2 **Employee Parking:** Anything in this Declaration to the contrary notwithstanding, areas to be used for motor vehicle parking by employees of occupants of the Shopping Center may be designated within the Shopping Center from time to time by the prior written consent of the owners of Parcels 7, 8, 9 and 13. In the event employee parking areas are designated as provided herein, then employees of any owner, lessee, or other occupant of any part of the Shopping Center shall use only those portions of the Common Area designated for such motor vehicle parking purposes. In no event shall employees park within 200 feet of the front of any building on the Shopping Center. The authority herein granted shall be exercised in such manner as not to discriminate against any owner or commercial establishment in the Shopping Center.

4.3 **Signs:** A free-standing sign shall be erected at the location designated "Center Pylon Sign" on Exhibit "A". Such sign shall display the designation of Albertson's, and not more than two (2) additional businesses within the Shopping Center. Such additional businesses, to be entitled to display a sign fascia on the Center Pylon Sign, must occupy not less than 10,000 square feet of floor area unless otherwise approved in writing by Albertson's, which approval will not be unreasonably withheld. Albertson's shall pay a portion of the cost equal to the cost of constructing and erecting a pylon sign sufficient to display Albertson's sign; the remainder shall be paid by First Party. The first additional business ("First Additional Party") which installs its sign on the Center Pylon Sign shall reimburse Albertson's and First Party fifty percent (50%) of the construction and erection costs paid by each. The second additional business ("Second Additional Party") which installs its sign on the Center Pylon Sign shall reimburse Albertson's, First Party and First Additional Party an amount so that Albertson's, First Additional Party and Second Additional Party shall each have paid one-third of the total costs of constructing and erecting the Center Pylon Sign. The cost of maintaining the sign pylon shall be divided equally among the parties displaying signs thereon. Each party shall supply and maintain its own sign fascia and can. The design of the sign pylon shall be subject to the

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approval of the owners of Parcels 7, 8, 9 and 13, as shall be the design of the sign fascia used. Albertson's and other major tenants occupying not less than 10,000 square feet may use such standard fascia as they from time to time use generally in carrying on their business. In addition to the foregoing Center Pylon Sign, Albertson's may, if it elects, erect a second sign pylon at the location designated "Albertson's Pylon Sign" on Exhibit "A". Such Albertson's Pylon Sign shall display the designation of Albertson's and not more than two (2) other businesses within the Shopping Center, provided said businesses meet the criteria set forth above. The cost of constructing and erecting the Albertson's Pylon Sign shall be divided as required for division of costs of the Center Pylon Sign. A pylon sign not to exceed fifteen (15) feet in height shall be permitted on each free-standing pad located on Parcels 1, 2, 3, 4 and 5 subject to the approval of the owners of Parcels 7, 8, 9 and 13 as to the location thereof. There may be a maximum of three additional monument signs, not to exceed 6' in height, at locations shown on Exhibit "A" which may be constructed at no cost or expense to Albertson's.

4.4 **Protection of Common Areas:** Each owner and Prime Lessee shall have the right to take such steps as it deems necessary to prevent those persons not authorized to use the Common Area from using the Common Areas for ingress, egress and parking. Such steps shall include, without limitation, the construction of fences, walks or barricades along the boundary lines of any portion of the Shopping Center except along the Common boundary of any Parcel with any other Parcel, or along the Northern boundary of Parcel 13.

V. RESTRICTIONS ON USE

5.1 **Food and Drug Restrictions:** No portion of the Shopping Center except Parcel 7 shall be used as a supermarket (which shall be defined as any store or department containing at least 5,000 square feet of floor area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption), a bakery, a delicatessen, or for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption, or for the sale or offer for sale of any ethical pharmaceutical products requiring the services of a registered pharmacist (Prescription Drugs); except that, any tenant or owner occupying 25,000 square feet or more shall be permitted to sell Prescription Drugs.

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5.2 Shopping Center Restrictions: No part of the Shopping Center shall be used as a bar, tavern or for the sale of alcoholic beverages (except as the same may be incidental to any business located in the Shopping Center and otherwise permitted by law), adult book store (being a book store specializing in the sale of photographs and/or reading materials primarily appealing to prurient interests), gym, automotive repair facility, dance hall, billiard or pool hall, game parlor, massage parlor, theater, bowling alley, skating rink, warehouse or car wash, or for the renting, leasing or sale of or displaying for the purpose of renting, leasing or sale of any boat, motor vehicle or trailer, for industrial purposes, for the display, sale or distribution of any pornographic books, magazines, literature or other printed matter or any drug or sexual paraphernalia (except those commonly sold in a drug store or supermarket), for the showing, displaying, viewing, renting or selling of movie films or video tapes or video discs which would be classified or rated as "X rated" under present standards or criteria for such classification and rating, or for any other act or condition which shall be lewd, obscene or licentious.

5.3 Location Restrictions: No part of the Shopping Center within two hundred (200) feet of the Building Area of Parcel 7 shall be used as a health spa or studio; training or educational facility; or entertainment facility.

No part of the Shopping Center within one hundred (100) feet of the Building Area of Parcel 7 shall be used as a restaurant, or as medical, dental or professional offices ("offices"). The combined floor area of all portions of parcels or shops within one hundred fifty (150) feet of Parcel 7 used as restaurants and offices shall not exceed three thousand (3,000) square feet.

Anything to the contrary notwithstanding, none of the restrictions in this paragraph shall restrict Parcels 1, 2, 6 or 7.

5.4 Driveup and Drive Through Facilities: No restaurant, bank, or other facility featuring vehicular driveup or drive through customer service shall be located in the Shopping Center unless the owners of Parcels 7, 8, 9 and 13 have first given their written consent, which shall not be unreasonably withheld, to the location, parking and drive lanes of such facility.

5.5 Mall Restrictions: There shall be no open or enclosed malls in the Shopping Center unless the owners of Parcels 7, 8, 9 and 13 have first given their written consent, which shall not be unreasonably withheld, to the location of the entrance to such mall.

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5.6 Severability: If any term or provision of this Article V or the application of it to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Article V or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Article V shall be valid and shall be enforced to the extent permitted by law.

VI. PARTY WALL

6.1 Party Wall: The north and south walls of the building located on Parcel 7 to the extent such walls are contiguous to the Building Area of Parcels 8 and 9 shall be and constitute common party walls for the use and benefit of any buildings constructed on such Parcels and each party hereby grants to the other party an easement together with the right to use, maintain, repair and replace said walls for the support of the roof and walls of any buildings adjacent thereto.

6.2 Use and Maintenance: Each party shall be entitled to use and obligated to maintain its respective side of each party wall as if such wall was a separate wall constructed for its own premises so long as no damage shall be done to the other party's building or to the other party's side of the party wall. In the event that any party in utilizing a party wall causes any damage to the wall or to the other party's building, the party causing the damage shall repair the damage at no expense to the other party. The use and maintenance of a party wall by any party shall not unreasonably interfere with the use of the party wall by the other party.

6.3 Casualty: In the event all or any portion of a party wall is damaged or destroyed by fire and other casualty, either party with rights therein shall have the right, but not the obligation, at its sole cost and expense, to restore the party wall to its original condition; provided, however, that if the other party shall thereafter make use of the wall, then said party shall contribute to the cost of restoration of the party wall in proportion to said party's use of the wall subject, however, to the right of either party to require a larger contribution pursuant to Section 6.2 of this Declaration or any rule of law regarding liability for negligent or willful acts or omissions.

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6.4 Modification: The provisions of this Article may be amended upon the prior written consent of the owners and Prime Lessees of Parcels 7, 8, 9 and 13.

6.5 Duration: As to any single party wall described herein, the provisions of this Article shall survive this Declaration and shall last so long as a building using such party wall is standing.

6.6 Initial Construction: First Party agrees to cooperate with Albertson's and to provide Albertson's within thirty (30) days of receipt of request for same all information and engineering data reasonably required for design and construction of the applicable party wall or walls. In the event said information is not provided to Albertson's within the thirty (30) day period described above, the rights granted in this Article shall terminate. The provisions of this Article shall apply only to buildings initially constructed on the Parcels.

6.7 Contribution: First Party agrees to pay to Albertson's, as its contribution to the cost of constructing the party walls, an amount equal to the difference between the cost of constructing the party walls (including footings and foundations) and the cost of constructing Albertson's standard building wall (including footings and foundations) for Albertson's sole use and enjoyment and in accordance with the requirements of Albertson's soils tests and engineering studies.

VII. GENERAL PROVISIONS

7.1 Covenants Run With the Land: Each Restriction on each Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and each part thereof, and shall run with the land.

7.2 Successors and Assigns: This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon the owners and their successors and assigns; provided, however, that if any owner sells any portion or all of its interest in any Parcel, such owner shall thereupon be released and discharged from any and all obligations as owner in connection with the property sold by it arising under this Declaration after the sale and conveyance of title.

7.3 Duration: Except as otherwise provided herein, the term of this Declaration shall be for sixty-five (65) years from the date hereof.

7.4 Injunctive Relief: In the event of any violation or threatened violation by any owner, lessee, or occupant of any portion of the Shopping

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Center of any of the terms, covenants and conditions of this Declaration, any or all of the owners of the property included within the Shopping Center, and Albertson's as long as it is an owner or occupant of any part of the Shopping Center, shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration and all remedies available under statute, law and equity.

7.5 Modification Provision: This Declaration may not be modified in any respect whatsoever or rescinded, in whole or in part, except with the consent of the Prime Lessees and the owners of the Parcels containing ninety percent (90%) of the total square footage of Building Area in the Shopping Center at the time of such modification or rescission, and then only by written instrument duly executed and acknowledged by all of the required owners and Prime Lessees, duly recorded in the office of the Recorder of Salt Lake County, Utah. No modification or rescission of this Declaration shall affect the rights of any lienholder unless the lienholder consents in writing to the modification or rescission.

7.6 Method of Approval: Whenever the approval or consent of any owner is required, such approval or consent shall be exercised only in the following manner. Each Parcel shall have only one vote. The record owners and Prime Lessees of each Parcel shall agree among themselves and designate in writing to the record owners of each of the other Parcels a single person or entity who is entitled to cast the vote for that Parcel. In the event the record owners and Prime Lessees of any Parcel cannot agree who shall be entitled to cast the single vote of that Parcel, that Parcel shall not be entitled to vote. In the event a Parcel is not entitled to vote, its consent or approval shall not be necessary. In the event Albertson's sells Parcel 7 and becomes the Prime Lessee thereon, Albertson's is hereby appointed the entity to cast the vote or give the consent for Parcel 7 on behalf of the owner thereof so long as Albertson's is the Prime Lessee or has a leasehold estate in Parcel 7, anything in this Declaration to the contrary notwithstanding.

7.7 Not a Public Dedication: Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purposes whatsoever, it being the intention of the owners that this Declaration shall be strictly limited to and for the purposes herein expressed.

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7.8 Breach Shall Not Permit Termination: It is expressly agreed that no breach of the Declaration shall entitle any owner to cancel, rescind or otherwise to terminate this Declaration, but such limitations shall not affect in any manner any other rights or remedies which such owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

7.9 Notices: All notices to be given pursuant to this Declaration shall be in writing and must be given by United States certified or registered mail, postage prepaid, properly addressed to the owner of each Parcel (and any Prime Lessee where applicable) by name and address as shown on the then current real property tax rolls in Salt Lake County, Utah. All notices to Albertson's, Inc., shall be sent to it at P.O. Box 20, Boise, Idaho 83726, Attention: Legal Department.

7.10 Attorneys' Fees: In the event any entity which is entitled to the benefits of this Declaration brings an action at law or in equity to enforce or interpret this Declaration, the prevailing party in such action shall be entitled to recover from the other party its reasonable attorneys' fees and all court costs in addition to all other appropriate relief.

7.11 Sale & Sale-leaseback Purchaser:

(a) Notwithstanding anything to the contrary contained in this Declaration, it is expressly agreed that in the event Albertson's sells Parcel 7 to an unaffiliated third party and thereafter enters into a net lease for such property with such third party or its lessee or sublessee (hereinafter referred to collectively as the "Net Lessor"), so long as Albertson's is in possession of the property as a net lessee the parties hereto shall look solely to Albertson's (and Albertson's shall be liable therefor) for the performance of any obligations either Albertson's or the Net Lessor shall have under this Declaration and the Net Lessor shall be relieved of any obligation for the performance of or liability for the covenants, terms, agreements and restrictions set forth herein relating to either Albertson's or Parcel 7.

(b) If, as a result of any termination or expiration of the interest of Albertson's or its successors or assigns as net lessee of Parcel 7 or any surrender thereof to the Net Lessor or any nominee of the Net Lessor which

shall hold said interest for the benefit of the Net Lessor, the Net Lessor shall become liable for the performance of the thereafter accruing obligations under and pursuant to the terms of this Declaration, and if the Net Lessor fails to perform any covenant, term, agreement, or condition contained in this Declaration upon its part to be performed, and if as a consequence of such default any other party to this Declaration shall recover a money judgment or other judicial process requiring the payment of money against the Net Lessor, such judgment shall be satisfied only out of, and the sole and exclusive remedy of any such party shall be against, the proceeds of sale received upon execution of such judgment levied thereon against the right, title and interest of the Net Lessor in Parcel 7 and out of the rents and other income or revenue from such property receivable by the Net Lessor, or out of the consideration received by the Net Lessor from the sale or other disposition (including a condemnation) of all or any part of the Net Lessor's right, title and interest in such property and the improvements thereon or out of the insurance proceeds received by the Net Lessor respecting any casualty affecting the improvements on the property, and neither the Net Lessor, nor any partner thereof shall be personally liable for such judgment nor for any deficiency in the payment of such judgment.

(c) Such judgment and the satisfaction thereof out of the proceeds of sale received upon the aforesaid execution and levy against the right, title and interest in Parcel 7, the improvements thereon and/or out of the aforesaid rents or other income or revenue, and/or out of the aforesaid consideration from the sale or other disposition thereof or said insurance proceeds shall in all events be subject to the lien of any first mortgage or deed of trust upon all or any portion of such property.

EXECUTED as of the day and year first above written.

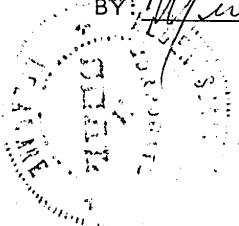
ALBERTSON'S, INC.,
a Delaware corporation

BY: Thomas K. Hald
Vice President & General Counsel

BY: Miriam O. Crowley
Secretary

FIRST PARTY:
GFI Ltd. II - WVC Investments, Ltd.,
a Utah limited partnership

BY: [Signature]
General Partner



STATE OF IDAHO)
) ss.
County of Ada)

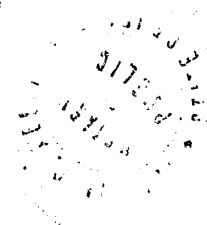
On this 28th day of July, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas R. Saldin and Minnie O. Armstrong, to me known to be the Vice President and General Counsel and the Secretary, respectively, of Albertson's, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

10/30/84

Claudia C. Medin
Notary Public in and for the
State of Idaho.
Residing at Boise, Idaho.



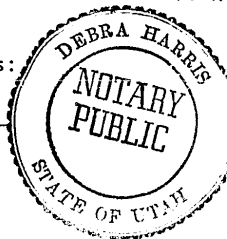
STATE OF UTAH)
County of SALT LAKE) ss.

On this 29th day of July, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared G. Walter Gasser to me known to be a general partner of GFI Ltd. II - WVC Investments, Ltd., a Utah limited partnership, the limited partnership that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

12-29-83



Debra Harris
Notary Public in and for the
State of Utah
Residing at Salt Lake City

BOOK 5478 PAGE 2360

SCHEDULE I

Parcel 1: (Pad 1)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°59'10" West 137.50 feet; thence North 0°08'47" West 120.30 feet; thence North 89°50'10" East 137.46 feet; thence South 0°09'50" East 120.66 feet to the point of beginning. Contains 16,563.4 square feet or 0.380 acre.

Parcel 2: (Pad 2)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 160.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°50'10" West 137.46 feet; thence North 0°08'47" West 200.00 feet; thence North 89°50'10" East 137.40 feet; thence South 0°09'50" East 200.00 feet to the point of beginning. Contains 27,486.1 square feet or 0.631 acre.

Parcel 3: (Pad 3)

Beginning at a point which is North 0°09'50" West along the section line 223.00 feet and South 89°59'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°59'10" West 170.00 feet; thence North 0°09'50" West 130.65 feet; thence North 89°50'10" East 170.00 feet; thence South 0°09'50" East 131.10 feet to the point of beginning. Contains 22,249.2 square feet or 0.511 acre.

Parcel 4: (Pad 4)

Beginning at a point which is North 0°09'50" West along the section line 647.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 110.50 feet; thence North 0°09'50" West 139.00 feet; thence North 89°50'10" East 110.50 feet; thence South 0°09'50" East 139.00 feet to the point of beginning. Contains 15,359.5 square feet or 0.353 acre.

Parcel 5: (Pad 5)

Beginning at a point which is North 0°09'50" West along the section line 1157.53 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 110.50 feet; thence North 0°09'50" West 129.50 feet; thence North 89°59'10" East 110.50 feet; thence South 0°09'50" East 129.21 feet to the point of beginning. Contains 14,293.7 square feet or 0.328 acre.

Parcel 6: (South Property, Parcels)

Beginning at a point which is South 89°59'10" West along the section line 223.00 feet and North 0°09'50" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 139.50 feet; thence North 0°09'50" West 315.78 feet; thence North 89°50'10" East 139.50 feet; thence South 0°09'50" East 316.15 feet to the point of beginning. Contains 44,077.5 square feet or 1.012 acres.

ALSO: Beginning at a point which is South 89°59'10" West along the section line 500.01 feet and North 0°08'47" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 60.00 feet; thence North 0°08'47" West 323.01 feet; thence South 89°58'47" West 93.10 feet; thence North 0°09'50" West 64.90 feet; thence North 89°50'10" East 40.00 feet; thence South 0°09'50" East 5.00 feet; thence North 89°50'10" East 113.12 feet; thence South 0°08'47" East 383.30 feet to the point of beginning. Contains 28,782.1 square feet or 0.661 acre.

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SCHEDULE IParcel 7: (Albertsons Site)

Beginning at a point which is North 0°09'50" West along the section line 354.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 170.00 feet; thence North 0°09'50" West 2.50 feet; thence South 89°50'10" West 59.50 feet; thence North 0°09'50" West 72.88 feet; thence South 89°50'10" West 217.38 feet; thence South 0°08'47" East 5.00 feet; thence South 89°50'10" West 113.12 feet; thence North 0°09'50" West 5.00 feet; thence South 89°50'10" West 40.00 feet; thence North 0°09'50" West 200.00 feet; thence North 89°50'10" East 321.00 feet; thence North 0°09'50" West 7.12 feet; thence North 89°50'10" East 49.50 feet; thence North 0°09'50" West 60.00 feet; thence North 89°50'10" East 119.00 feet; thence South 0°09'50" East 49.50 feet; thence North 89°50'10" East 110.50 feet; thence South 0°09'50" East 293.00 feet to the point of beginning. Contains 148,003.2 square feet or 3.39 acres.

Parcel 8: (Retail Shops No. 1)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 360.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 137.40 feet; thence North 0°08'47" West 68.00 feet; thence North 89°50'10" East 217.38 feet; thence South 0°09'50" East 72.88 feet; thence South 89°50'10" West 80.00 feet; thence North 0°09'50" West 4.88 feet to the point of beginning. Contains 15172.9 square feet or 0.348 acre.

Parcel 9: (Retail Shops No. 2)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 628.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 135.50 feet, thence North 0°09'50" West 60.00 feet; thence North 89°50'10" East 135.50 feet; thence North 0°09'50" West 7.12 feet; thence North 89°50'10" East 80.00 feet; thence South 0°09'50" East 60.00 feet; thence South 89°50'10" West 49.50 feet; thence South 0°09'50" East 7.12 feet; thence South 89°50'10" 30.50 feet to the point of beginning. Contains 1317.12 square feet or 0.302 acre.

Parcel 10: (West Church Parcel)

Beginning at a point which is South 89°59'10" West along the section line 653.00 feet and North 0°09'50" West 363.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°58'47" West 237.00 feet; thence North 0°09'50" West 983.63 feet; thence North 89°59'10" East 237.00 feet; thence South 0°09'50" East 983.60 feet to the point of beginning. Contains 233,116.4 Square feet or 5.352 acres.

Parcel 13: (North Property)

Beginning at a point which is North 0°09'50" West along the section line 786.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 110.50 feet; thence South 0°09'50" East 89.50 feet; thence South 89°50'10" West 199.00 Feet; thence South 0°09'50" East 7.12 feet; thence South 89°50'10" West 135.50 feet; thence South 0°09'50" East 60.00 feet; thence South 89°50'10" West 155.00 feet; thence North 0°09'50" West 718.70 feet; thence North 89°59'10" East 600.00 feet; thence South 0°09'50" East 60.00 feet; thence South 89°59'10" West 110.50 feet; thence South 0°09'50" East 129.50 feet; thence North 89°50'10" East 110.50 feet; thence South 0°09'50" East 371.29 feet to the point of beginning. Contains 377,660.6 square feet or 8.670 acres.

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SCHEDULE II

Parcel 10: (West Church Parcel)

Beginning at a point which is South $89^{\circ}59'10''$ West along the section line 653.00 feet and North $0^{\circ}09'50''$ West 363.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South $89^{\circ}58'47''$ West 237.00 feet; thence North $0^{\circ}09'50''$ West 983.63 feet; thence North $89^{\circ}59'10''$ East 237.00 feet; thence South $0^{\circ}09'50''$ East 983.60 feet to the point of beginning. Contains 233,116.4 Square feet or 5.352 acres.

Parcel 11: (North Church Parcel)

Beginning on the West line of 5600 West Street at a point which is North $0^{\circ}09'50''$ West along the section line 1346.60 feet and South $89^{\circ}59'10''$ West 33.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South $89^{\circ}59'10''$ West 620.00 feet; thence North $0^{\circ}09'50''$ West 185.30 feet; thence North $89^{\circ}59'10''$ East 620.00 feet to the West line of said 5600 West Street; thence South $0^{\circ}09'50''$ East along said West line 185.30 feet to the point of beginning. Contains 114,885.6 square feet or 2.637 acres.

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SCHEDULE III

Parcel 12: (Storm Retention Parcel)

Beginning at a point which is South 89°59'10" West along the section line 653.00 feet and North 0°09'50" West 1346.60 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 237.00 feet; thence North 0°09'50" West 185.30 feet; thence North 89°59'10" East 237.00 feet; thence South 0°09'50" East 185.30 feet to the point of beginning. Contains 43,915.9 square feet or 1.008 acres.

Temporary Service Area

Beginning at a point which is South 89°59'10" West along the section line 653.00 feet and North 0°09'50" West 627.90 feet and North 89°50'10" East 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence North 0°09'50" West 125.00 feet; thence North 89°50'10" East 115.00 feet; thence South 0°09'50" East 125.00 feet; thence South 89°50'10" West 115.00 feet to the point of beginning. Contains 14,375.0 Square feet or 0.330 acre.

Access Easement A (a part of Phase I)

Beginning at a point which is South 89° 59'10" West along the section line 500.01 feet and North 0°08'47" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 60.00 feet; thence North 0°08'47" West 323.01 feet; thence South 89°58'47" West 93.10 feet; thence North 0°09'50" West 389.90 feet; thence North 89°50'10" East 40.00 feet; thence South 0°09'50" East 330.00 feet; thence North 89°50'10" East 113.12 feet; thence South 0°08'47" East 383.30 feet to the point of beginning. Contains 41,782.1 square feet or 0.959 acre.

Access Easement B (a part of Phase II)

Beginning at a point which is South 89°59'10" West along the section line 653.00 feet and North 0°09'50" West 752.90 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence North 0°09'50" West 593.70 feet; thence North 89°59'10" East 600.00 feet; thence South 0°09'50" East 60.00 feet, thence South 89°59'10" West 560.00 feet; thence South 0°09'50" East 533.60 feet; thence South 89°50'10" West 40.00 feet to the point of beginning. Contains 57,345.9 square feet or 1.316 acres.

Access Easement C (a part of Phase I)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence North 0°09'50" West 736.60 feet; thence North 89°50'10" East 30.50 feet; thence South 0°09'50" East 600.00 feet; thence South 17°09'50" East 118.00 feet; thence South 0°09'50" East 23.93 feet; thence South 89°59'10" West 65.00 feet to the point of beginning. Contains 25,238.2 square feet or 0.579 acre.

Access Easement D (a part of Phase II)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 776.60 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence North 0°09'50" West 510.00 feet; thence North 89°59'10" East 30.50 feet; thence South 0°09'50" East 509.92 feet; thence South 89°50'10" West 30.50 feet to the point of beginning. Contains 15,553.7 square feet or 0.357 acre.

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Access Easement E

Beginning at a point which is North 0°09'50" West along the section line 354.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 170.00 feet; thence North 0°09'50" West 2.50 feet; thence South 89°50'10" West 109.00 feet; thence North 0°09'50" West 30.00 feet; thence North 89°50'10" East 218.50 feet; thence North 0°09'50" West 2.5 feet; thence North 89°50'10" East 60.50 feet; thence South 0°09'50" East 35.00 feet to the point of beginning. Contains 8,946.25 square feet or 0.205 acre.

Access Easement F

Beginning at a point which is North 0°09'50" West along the section line 596.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base Meridian and running thence South 89°50'10" West 60.50 feet; thence North 0°09'50" West 10.50 feet; thence South 89°50'10" West 218.50 feet; thence North 0°09'50" West 30.00 feet; thence North 89°50'10" East 138.00 feet; thence North 0°09'50" West 10.50 feet; thence North 89°50'10" East 141.00 feet; thence South 0°09'50" East 51.00 feet; to the point of beginning. Contains 10,485.75 square feet or 0.241 acre.

South Property Service Drive

Beginning at a point which is South 89°59'10" West along the section line 500.01 feet and North 0°08'47" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 60.00 feet; thence North 0°08'47" West 323.01 feet; thence South 89°58'47" West 93.10 feet; thence North 0°09'50" West 64.90 feet; thence North 89°50'10" East 40.00 feet; thence South 0°09'50" East 5.00 feet; thence North 89°50'10" East 113.12 feet; thence South 0°08'47" East 383.30 feet to the point of beginning. Contains 28,782.1 square feet or 0.661 acre.

North Property Service Drive

Beginning at a point which is North 0°09'50" West along the section line 1,286.60 feet and South 89°59'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 600.00 feet; thence North 0°09'50" West 60.00 feet; thence North 89°59'10" East 600.00 feet; thence South 0°09'50" East 60.00 feet to the point of beginning. Contains 35,999.9 square feet or 0.826 acre.

7 Foot Widening Strip along 3500 South Street

Beginning at a point on the North right-of-way line of 3500 South Street, said point being South 89°59'10" West 223.00 feet and North 0°09'50" West 33.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West along said North line 337.00 feet, thence North 0°08'47" West 7.00 feet; thence North 89°59'10" East 337.00 feet; thence South 0°09'50" East 7.00 feet to the point of beginning. Contains 2,359.0 square feet or 0.054 acre.

20 Foot Widening Strip along 5600 West Street Adjacent to Phase I

Beginning at a point on the West right-of-way line of 5600 West Street, said point being North 0°09'50" West 223.00 feet and South 89°59'10" West 33.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 20.00 feet; thence North 0°09'50" West 563.10 feet; thence North 89°50'10" East 20.00 feet; thence South 0°09'50" East 563.15 feet to the point of beginning. Contains 11,262.5 square feet or 0.259 acre.

20 Foot Widening Strip along 5600 West Street Adjacent to Phase II

Beginning at a point on the West right-of-way line of 5600 West Street, said point being North 0°09'50" West 786.24 feet, and South 89°50'10" West 33.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 20.00 feet; thence North 0°09'50" West 560.50 feet; thence North 89°59'10" East 20.00 feet; thence South 0°09'50" East 560.45 feet to the point of beginning. Contains 11,209.4 square feet or 0.257 acre.

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EXHIBIT B
SIGN CRITERIA

These criteria have been established to assure an outstanding Shopping Center and for the mutual benefit of all tenants. Conformance will be strictly enforced and any installed non-conforming signs must be brought into conformance at the sole expense of the Tenant.

THE FOLLOWING SIGN CRITERIA SHALL NOT APPLY TO THE STANDARD SIGNS OF ALBERTSON'S OR OTHER MAJOR TENANTS OCCUPYING NOT LESS THAN 10,000 SQUARE FEET OF FLOOR AREA.

A. General Requirements - All Tenants

1. Each tenant shall obtain and pay for all permits, approvals, installation and maintenance.
2. Each tenant shall be responsible for fulfillment of all requirements of these Sign Criteria.

B. General Specifications - All Tenants

1. Painted lettering will not be permitted.
2. No animated, flashing or audible signs will be permitted.
3. No exposed illuminated tubing or lamps will be permitted.
4. No exposed raceways, crossovers, conduit conductors, transformers or cabinets will be permitted.
5. No manufacturer's or approval agencies' labels exposed to public view will be permitted.
6. All signs shall bear the U.L. label, and their installation shall comply with all local building and electrical codes.
7. Electrical service to all signs shall be on the respective tenant's electrical system.

C. Construction Requirements - All Tenants

1. All signs, bolts, fastening and clips shall be of hot-dipped galvanized iron, stainless steel, aluminum, brass or bronze. No black iron materials of any type will be permitted.
2. All exterior signs or letters exposed to the weather shall be mounted 3/4" from the wall surface to which they are applied to permit proper drainage of dirt and water.
3. Location of all openings in building walls for conduit and sleeves shall be shown on the drawings submitted to the Project Architect

for approval, and installation shall conform with the approved drawings.

4. All penetrations of any building structure shall be neatly sealed to a watertight condition.
5. Each tenant or its sign contractor shall be responsible for and shall repair any damage to any work caused by its work.
6. Each tenant shall be responsible for the performance of its sign contractor.

D. Design Requirements - All Tenants

1. No signs on special backgrounds shall be installed.
2. No signs perpendicular to the building frontage will be permitted.
3. No signs will be permitted on any canopy of building roof.
4. No sign or any portion thereof shall project above parapet or top of wall to which it is affixed.
5. No sign shall be over 24" high from centerline of fascia; 12" both ways.

E. Design Requirements - All Tenants

1. Signs shall be located within the sign space available on that side of the tenant building within which the specific tenant's lease space is located.
2. All signs shall not exceed in width 70% of the store front's width.
3. No other sign, advertising placards, banners, pennants, insignias, trademarks or other descriptive material shall be affixed or maintained on the exterior of the building.
4. Signs shall conform in details and specifications.
5. Signs shall be uniform.
6. No individual "logos" will be permitted without approval.
7. Letters shall be individual, internal illuminated with sheet metal sides and translucent acrylic face. Sides shall be baked enamel finish of color and texture matching the color chip to be provided.
8. Letters shall be mounted directly to the background sign panel with nonferrous metal fasteners. Letters shall be spaced not less than 3/4" nor more than 1" from the sign panel face to permit drainage of water and dirt. Sign face shall be 6" from the face of the sign panel.

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9. Signs are to be limited to the name of the Tenant. Additional information such as slogans, description of merchandise, and message boards are prohibited.

F. Miscellaneous

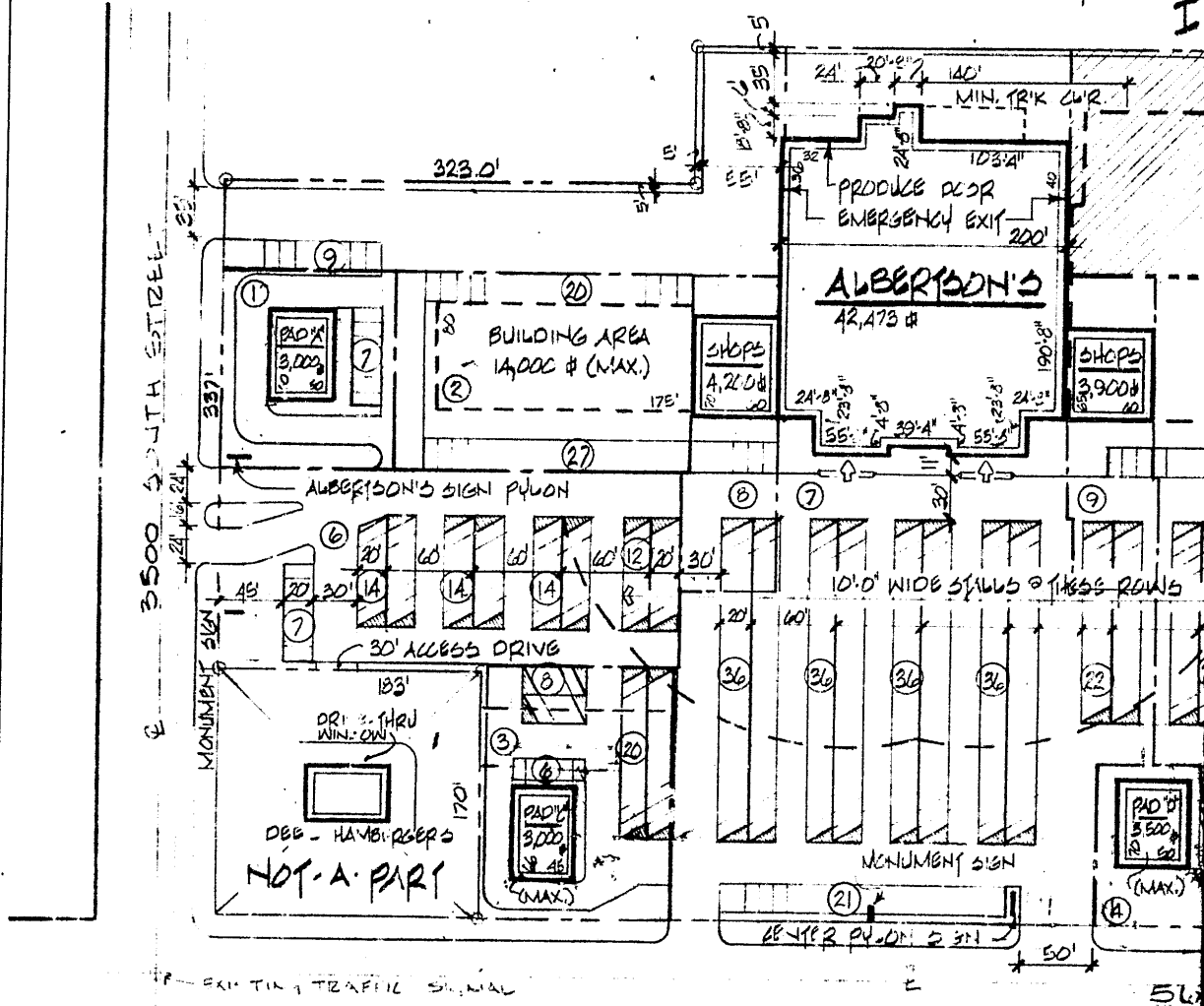
1. Each tenant who has a non-customer door for receiving merchandise shall stencil its name and address on the door in 2" high block letters. Where the door may serve more than one tenant, each name and address shall be applied. Letters shall be approximately 4'6" above the floor.
2. Any signs located within the interior of Tenant's premises and visible from the parking lot shall be subject to approval.

G. Exceptions

1. Signs required by law (i.e., barber pole, bank, etc.) will be permitted.

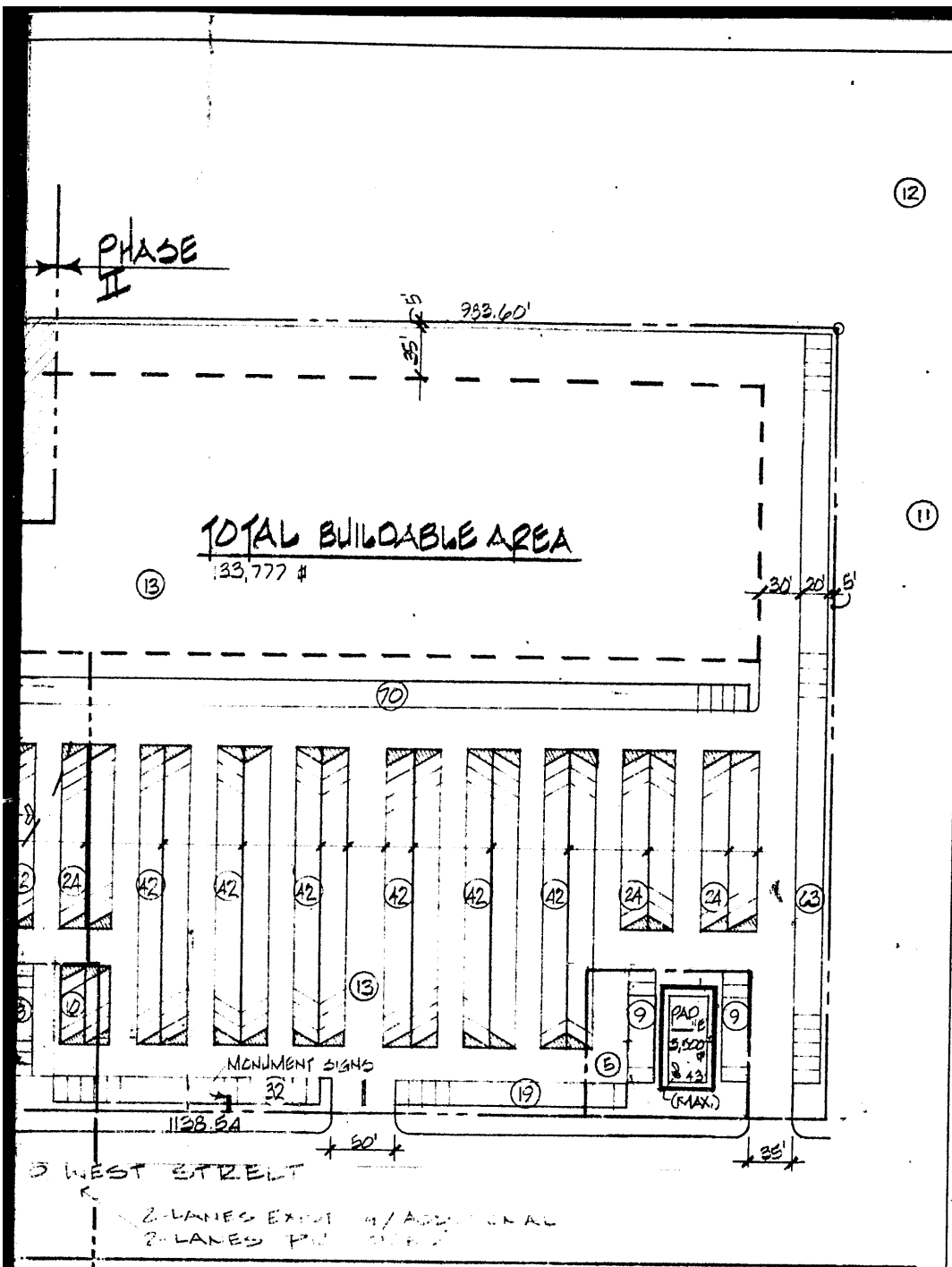
BOOK 5478 PAGE 2368

⑩
PHASE I



SCALE 1" = 100'

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REVISIONS

2-10-82 ~~REPLACE THE~~
 REPLACE THE
 LAYOUT IN PHASE II
 WHERE THE PAD IS
 CHANGE CITY NAME

6-10-82 P.B.S.
 NO. 15 SHOW TO
 NORTH SHOW PAD-
 AREA AREA & UNDER
 LOCATION, SHOW
 PAVING LINE, REVISE
 PAVING FRONT 20'
 TO 50', SHOW PAV.
 UNIT LINE, MOVE
 PAD IN TO WEST.
 REVISE DIB #1.
 CHANGE CITY NAME.

7-1-83 P.B.S.
 CHANGE TO
 EXHIBIT "A"

7-23-83 P.B.S.
 REVISE STORE FRONT
 FIPS HIGH SIGNAGE,
 REVISE GARAGE UNIT
 TO REFLECT THE NEW
 PLAN, REVISE PAD #1
 & REAR SHOW PAD
 CITY BOUNDARIES.

SITE PLAN



PROJECT
 N.W. C.
 5000 WEST
 &
 3500 SOUTH

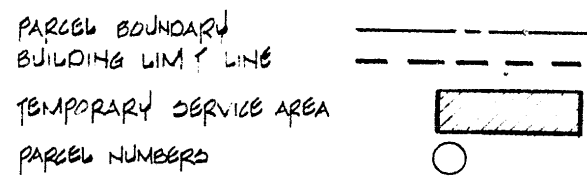
BOOK 5478 PAGE 2370

WEST VALLEY CITY, UTAH
 STORE NO
 3-P

EXHIBIT "A" SITE PLAN

NOTE: DRAWN WITHOUT BENEFIT OF SURVEY

	PHASE I	PHASE II
TOTAL BUILDING AREA	74,603 #	137,277 #
TOTAL CAR PARKS	392	519
CAR PARKS N/IN 200 RADII	164	0-



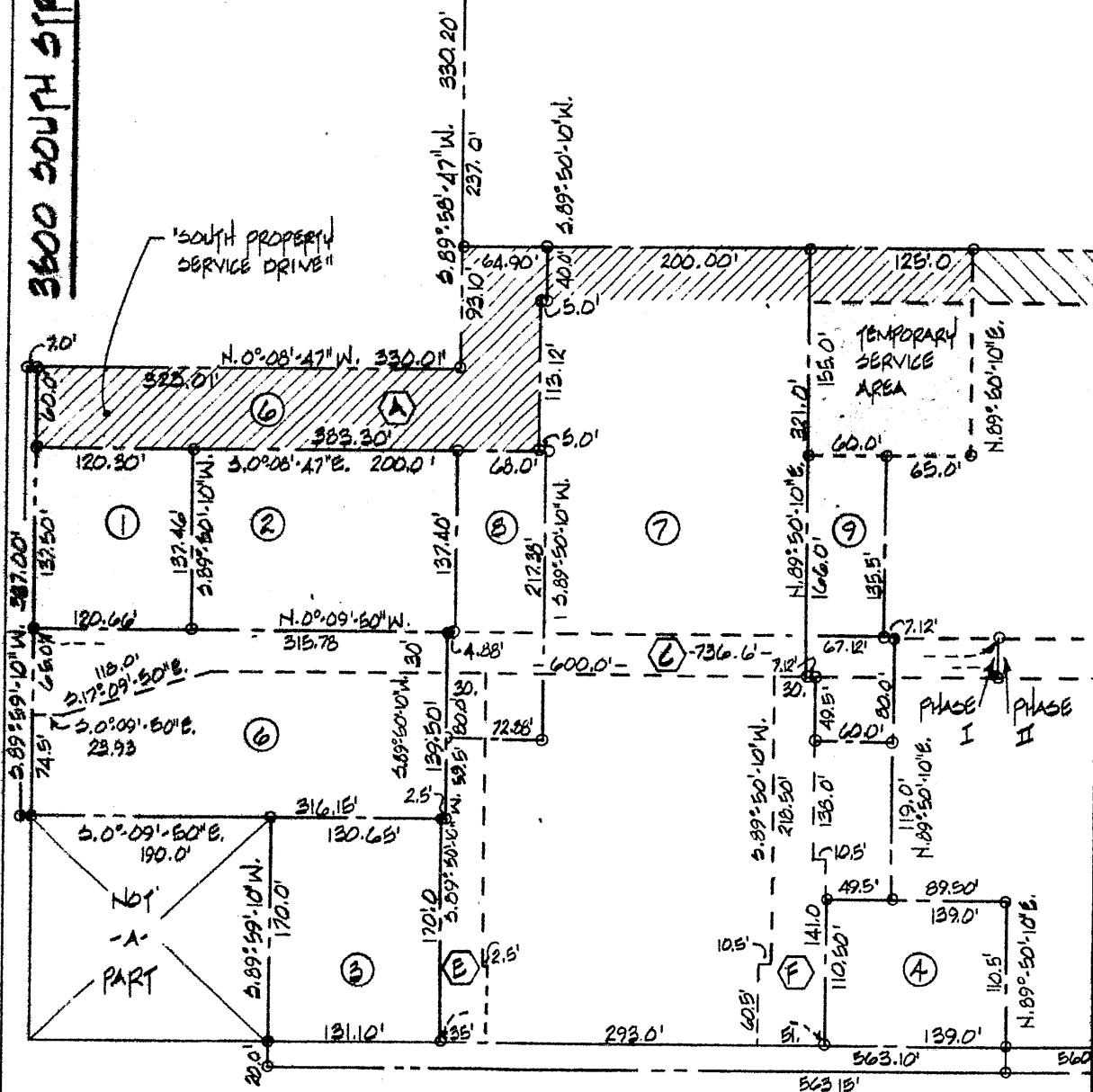
APPROVED

MCCAIN	
BOLINDER	
MICHAEL	<i>[Signature]</i>
CARLEY	<i>[Signature]</i>
LAYTON	<i>[Signature]</i>
HORNECKER	<i>[Signature]</i>

Drawn By: S.E.H.
 Checked By:
 Date: 2-5-82
 Sheet 01
 No.

3600 SOUTH STREET

N. 0°-09'-56"
983.6



of 5600 WEST STREET

LEGEND:

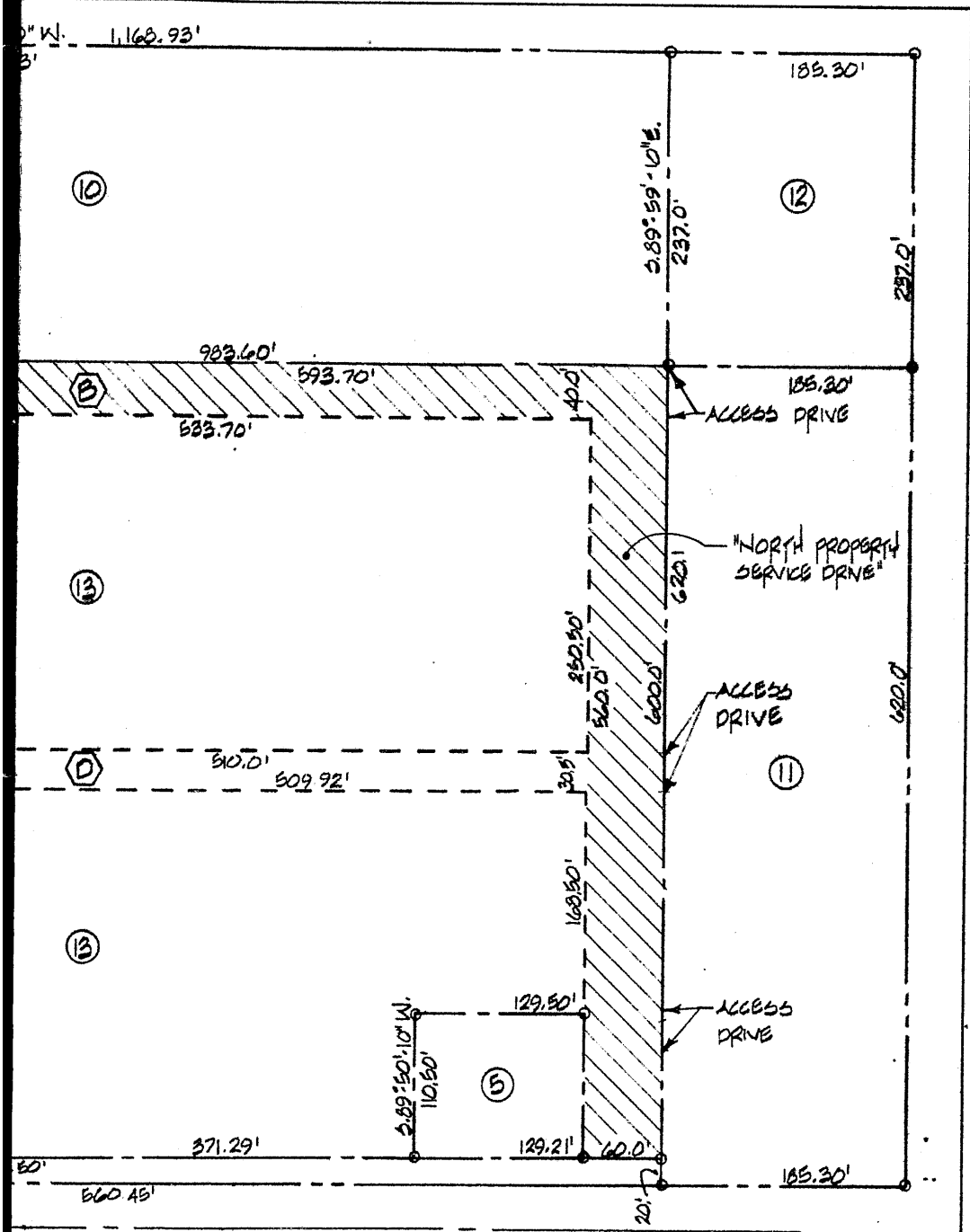
- PARCEL BOUNDARY ————
- BASEMENT BOUNDARY - - - - -
- PARCEL NUMBER ○
- BASEMENT NUMBER ○
- PROPERTY BOUNDARY - - - - -
- BOUNDARY PIN ○

PARCEL MAP
EXHIBIT "A" SITE PLAN

ALL BEARING LINES, UNLESS OTHERWISE:
 • EAST-WEST - S. 89°-59'-10" E.
 • NORTH-SOUTH - N. 0°-09'-50" W.

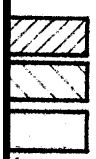
- ACCESS EASEMENT "A" [Hatched pattern]
- ACCESS EASEMENT "B" [Hatched pattern]
- TEMPORARY SERVICE AREA [White box]

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NORTH
SCALE: 1"=100'-0"

H - PAGE #2
SPATCO, ARB;



REVISIONS

SITE PLAN



PROJECT N.W.C.
of 3500 SOUTH
STREET &
5600 WEST
STREET

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WEST VALLEY CITY,
UTAH
STORE NO.
#3-P

APPROVED	
McCAIN	
BOLINDER	
MICHAEL	
CARLEY	
REULING	
HORNECKER	

Drawn By: P.B.S.
Checked By:
Date: 7/27/03
Sheet Of
No.