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G.F.I. LTD
22050 7000A #150
SUCUMM 2011

COMMON AREA MAINTENANCE AGREEMENT

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3824175

UTAH TITLE & ABSTRACT

REF _____

Signature: *[Handwritten Signature]*

JUL 29 3 30 PM '83

KATHIE L. JERSON
REGISTERED
SALT LAKE COUNTY
UTAH

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COMMON AREA MAINTENANCE AGREEMENT

THIS AGREEMENT is made as of the 28th day of July, 1983, by and between GFI Ltd. II - WVC Investments, Ltd., a Utah limited partnership ("First Party"), and Albertson's, Inc., a Delaware corporation ("Albertson's").

1. Recitals.

1.1 Albertson's is the owner of Parcels 1, 2, 6, and 7 and First Party is the owner of Parcels 3, 4, 5, 8, 9 and 13, more particularly described in Schedule I attached hereto. Parcels 1 through 9 and 13 are collectively referred to as the "Shopping Center". Parcels 1, 2, 3, 4, 6, 7, 8 and 9 are collectively referred to as Phase I and Parcels 13 and 5 are collectively referred to as Phase II. Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9 or 13 are sometimes referred to as "Parcel".

1.2 By virtue of that certain document entitled "Declaration of Restrictions and Grant of Easements", dated of even date herewith ("Declaration"), the owners have imposed certain covenants, conditions and restrictions upon their Parcels and have executed reciprocal easements each in favor of the other covering those portions of the Shopping Center defined in the Declaration which are designated as "Common Area", namely, those portions of the Shopping Center which are not shown as "Building Area" on the Exhibit "A" attached hereto.

1.3 The owners desire to provide for the common operation, cleaning, maintenance, and insurance of the Common Area within the Shopping Center as hereinafter provided.

2. Maintenance Standards.

2.1 Commencing with the opening of Albertson's store, the Maintenance Director shall, except as hereinafter provided, maintain the Common Area at all times in good and clean condition and repair, said maintenance to include, but not be limited to, the following:

- (a) Maintaining the asphalt surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and restriping when necessary;

(b) Removing all snow, papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(c) Placing, keeping in repair, and replacing any necessary or appropriate directional signs, markers and lines;

(d) Operating, keeping in repair, and replacing when necessary, such artificial lighting facilities as shall be reasonably required (except for the After Hours Lighting mentioned in Article 3 below);

(e) Maintaining all landscaped areas including those on the perimeter of the Shopping Center and repairing automatic sprinkler systems and water lines and making replacements of shrubs and other landscaping as is necessary; and

(f) Maintaining and repairing any and all walls, common storm drains, utility lines, sewers and other services which are necessary for the operation of the buildings and improvements within the Shopping Center.

2.2 In addition to the foregoing, the Maintenance Director shall provide general public liability insurance insuring First Party, Albertson's and all persons who now or hereafter own or hold portions of the Shopping Center or building space within the Shopping Center or any leasehold estate or other interest therein as their respective interests may appear (provided that the Maintenance Director is notified in writing of such interest) against claims for personal injury, death or property damage occurring in, upon or about the Common Area. Such insurance shall be written with an insurer licensed to do business in the State of Utah, and Albertson's shall be named on the policy as an additional insured. The limits of liability of all such insurance shall be not less than \$2,000,000 for injury to or death of any one person, \$2,000,000 for injury to or death of more than one person in one occurrence and \$500,000 with respect to damage to property; or, in lieu of such coverage, a combined single limit (covering bodily injury and property damage liability) with a limit of not less than \$2,000,000. The Maintenance Director shall furnish Albertson's with certificates evidencing such insurance. The policies of such insurance shall provide that the insurance represented by such certificates shall not be changed or cancelled without the giving of ten (10) days' written notice to the holders of such insurance and the holders of such certificates.

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3. Lighting.

3.1 It is agreed that the artificial lighting for the Common Area shall remain on while a majority of the businesses in the Shopping Center are open for business. If artificial lighting for a time later than the foregoing ("After Hours Lighting") is needed by any owners or tenants, then such artificial lights to service such owners or tenants shall be separately metered or otherwise measured or reasonably estimated and all expenses thereof shall be paid by such owners or tenants to the extent appropriate. Such owners or tenants shall pay a reduced proportion of the expense of lighting the Common Area according to the extent to which such owner or tenant is lighting the Common Area by separately metered lights.

4. Taxes.

4.1 Each owner shall pay direct to the tax collector when due, the real property taxes and other special taxes and assessments assessed against the owner's Parcel, including the portion of the Common Area on such owner's Parcel.

5. Maintenance Director.

5.1 The owners hereby appoint First Party as Maintenance Director of the Shopping Center Common Area from and after the date Albertson's opens for business.

5.2 The owners of at least four (4) Parcels (provided that Parcel 7 is included within such group), may remove the Maintenance Director by executing and filing of record and serving on the owners of the remaining Parcels an instrument stating that the Maintenance Director has been removed in which event the owners of a majority of the Parcels shall appoint another owner to be the new Maintenance Director (provided that Parcel 7 is included within such majority).

5.3 The Maintenance Director shall have the right, upon giving ninety (90) days' prior written notice to all owners and tenants of the Shopping Center, to resign as Maintenance Director; whereupon a new Maintenance Director shall then be appointed with the approval of a majority of the owners of the Parcels (provided that Parcel 7 is included within such majority).

6. Reimbursement of Maintenance Director.

6.1 The Maintenance Director shall contract for and pay for all of the items enumerated as maintenance and insurance expenses in Article 2 herein, provided that the Maintenance Director shall not contract for or pay

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for any item the pro rata share of which for any Parcel exceeds Two Thousand Dollars (\$2,000.00) without the prior written consent of the owner of that Parcel.

6.2 At least thirty (30) days prior to the initial commencement of the cleaning and sweeping of the Common Area and any other Common Area maintenance work done on a regular basis, the Maintenance Director shall submit said Common Area maintenance work for bid to at least four (4) bidders approved in writing by the owners of Parcels 7, 8, 9 and 13, which approval shall not be unreasonably withheld. The names of the bidding contractors or companies and the amount of their respective bids shall be furnished to the owners of Parcels 7, 8, 9 and 13 by the Maintenance Director within ten (10) days after receipt thereof. The Maintenance Director shall award the contract to the low bidder unless the prior written consent of the owners of Parcels 7, 8, 9 and 13 to award the contract to a higher bidder is obtained by the Maintenance Director.

6.3 The owners of all the Parcels shall cause the Maintenance Director to be reimbursed for all its out-of-pocket expenses in performing such services plus a maximum service charge of ten percent (10%) of said expenses to cover administration costs; provided, however, that the ten percent (10%) service charge shall not exceed Three Hundred Fifty Dollars (\$350.00) for any individual item of service performed without the prior written approval of the owners of at least four (4) Parcels (provided that Parcel 7 is included within such group).

6.4 The Maintenance Director agrees to operate on a nonprofit basis with an end to keeping such expenses at a reasonable minimum.

7. Billing for Expenses.

7.1 The owner of each Parcel (or its respective delegates, tenants, or agents, as it may direct) shall be billed quarterly for its pro rata share of all expenses incurred by the Maintenance Director in maintaining the Common Area as provided above including the ten percent (10%) administration cost in Article 6 above, with the first billing date being the last day of the first full calendar quarter following the date of the completion of the Common Area improvements.

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7.2 Notwithstanding other provisions of this Agreement, the owners of Phase II may, if they so elect, and if they do not construct buildings upon such Parcels, maintain the Phase II Common Area at their sole cost and expense in good and clean condition and repair and in a quality and condition comparable to the quality and condition of the operation, maintenance and repair of the Phase I Common Area. At such time as a building is constructed on any one of the Parcels in Phase II then that Parcel shall be maintained as part of the Shopping Center under the terms of this Agreement. As long as no owner of a Parcel in Phase II participates in the common maintenance program as provided herein, the shares of Parcels 1, 2, 3, 4, 7, 8 and 9 for the maintenance of Phase I shall be as follows:

	Maximum Bldg. Area	Percent
Parcel 1	3,000 sq. ft.	4.0
Parcel 2	14,000 sq. ft.	19.0
Parcel 3	3,000 sq. ft.	4.0
Parcel 4	3,500 sq. ft.	4.7
Parcel 7	42,473 sq. ft.	57.3
Parcel 8	4,200 sq. ft.	5.7
Parcel 9	3,900 sq. ft.	5.3
	<hr/>	<hr/>
Total	74,073 sq. ft.	100.00

As soon as any one owner of a Parcel in Phase II elects to or is required to participate in the common area maintenance program, then the shares of all participating Parcels, including those in Phase I, shall be recalculated so that each participating Owner must pay a proportionate share equal to the maximum building area on its Parcel divided by the total maximum building area of all participating Parcels; provided that if a Parcel in Phase II has a maximum Building Area less than twenty-five percent (25%) of the total area of that Parcel, then the maximum building area for purposes of calculating common area expenses shall be deemed to be twenty-five percent (25%) of the total Parcel size.

7.3 In the event the total square foot area of all buildings allowed to be built in the Shopping Center is increased, the percentages shall be adjusted accordingly.

8. Effect of Sale by Owner.

8.1 If any owner of a Parcel sells its Parcel, then after the date of sale, such owner shall have no further obligation under this Agreement with respect to such Parcel sold; provided, however, the selling owner shall remain liable for obligations incurred prior to said sale.

9. Default in Payment of Expenses.

9.1 In the event any owner fails or refuses at any time to pay when due its share of the maintenance and insurance expenses as set forth above, then legal action may be instituted against the defaulting owner for reimbursement plus interest on the unpaid principal balance at the prime interest rate charged by First Interstate Bank of Utah to major commercial borrowers plus four percent (4%), or at the highest rate allowed by law, whichever is less. Furthermore, the other owners shall have a lien on the Parcel of the defaulting owner for the amount of the expenses, which amount shall bear interest at the prime interest rate charged by First Interstate Bank of Utah to major commercial borrowers plus four percent (4%), or at the highest rate allowed by law, whichever is less, until paid; provided, that if there be a bona fide dispute as to the existence of such default or of the amount due and all undisputed amounts are paid, there shall be no right to place a lien on such owner's Parcel until such dispute is settled by final court decree or mutual agreement.

9.2 In the event an owner fails to pay taxes and assessments when due, any other owner may pay such taxes if such taxes are delinquent and the owing owner has not commenced and is not duly prosecuting any contest of such taxes. The curing owner shall then bill the defaulting owner for the expenses incurred. The defaulting owner shall have fifteen (15) days within which to pay the bill; if the defaulting owner does not so pay, the curing owner shall have a lien on the Parcel of the defaulting owner for the amount of the bill, which amount shall bear interest at the prime interest rate charged by First Interstate Bank of Utah to major commercial borrowers plus four percent (4%), or at the highest rate allowed by law, whichever is less, until paid; provided, that if there be a bona fide dispute as to the existence of such default or of the amount due and all undisputed amounts are paid, there shall be no right to place a lien on any owner's Parcel until such dispute is settled by final court decree or mutual agreement.

9.3 In addition to the foregoing, if any owner defaults under this Agreement, any other owner may institute legal action against the defaulting owner for specific performance, declaratory relief, damages, or other suitable legal or equitable remedy. In addition to recovery of the sums so expended on behalf of the defaulting owner, the prevailing party in the action shall be entitled to receive from the losing party such amount as the court may

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adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party in any such action.

10. Lien for Expenses or Taxes.

10.1 The lien provided for in Article 9 above shall only be effective when filed for record by the curing owner as a claim of lien against the defaulting owner in the Office of the County Recorder of Salt Lake County, Utah, signed and verified, which shall contain at least:

- (a) A statement of the unpaid amount of costs and expenses;
- (b) A description sufficient for identification of that portion of the property of the defaulting owner which is the subject of the lien; and
- (c) The name of the owner or reputed owner of the property which is the subject of the alleged lien.

10.2 The lien, when so established against the real property described in the lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing the lien. The lien shall be for the use and benefit of the person curing the default of the defaulting owner, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

11. Right to Maintain Parcel Separately.

11.1 Any owner may, at any time and from time to time, upon at least sixty (60) days prior notice to the Maintenance Director and the other owners, elect to assume the obligations of the Maintenance Director to maintain and repair such owner's portion of the Common Areas, except for repaving, lighting and insurance, and other costs which cannot be practicably segregated or allocated between the Parcels, which costs shall continue to be proportionately paid for by each owner pursuant to the formula in Article 7 of this Agreement. In the event of the assumption by any owner, such owner agrees to maintain and repair its portion of the Common Areas at its sole cost and expense in a manner and at a level of quality at least comparable to that of the Maintenance Director. Any owner may also elect to terminate its obligations to maintain and repair its own portion of the Common Areas by giving at least sixty (60) days' prior notice to the Maintenance Director, in which event the Maintenance Director shall resume its duties and the owner so

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electing agrees to pay for its pro rata share of costs pursuant to the formula in Article 7.

12. Responsibility if No Maintenance Director.

12.1 In the event there should at any time cease to be a Maintenance Director, each owner shall be responsible for the maintenance, insurance and lighting of its own Parcel according to the standards herein enumerated, as well as the provision for insurance as to its Parcel. If any owner fails to perform such obligations, such failure shall constitute a default, in which case any other owner may cause the performance of the obligations and bill the defaulting owner for the expenses incurred. In such event, the applicable provisions and remedies of Articles 9 and 10 shall apply.

13. Sale and Leaseback by Albertson's or Second Party.

13.1 In the event Albertson's sells Parcel 7, and becomes the lessee thereon, Albertson's shall have all of the rights and obligations of the owners of Parcel 7 including, without limitation, the right to appoint and remove the Maintenance Director and to give other approvals, so long as Albertson's has a leasehold estate in or is a lessee of Parcel 7.

14. General Provisions.

14.1 This Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

14.2 This Agreement shall have a term of sixty-five (65) years from the date hereof, unless earlier terminated by the mutual agreement of the owners; provided, that this Agreement shall terminate automatically upon the termination of the Declaration.

14.3 Notwithstanding any of the provisions of this Agreement, a breach of any of the conditions and covenants contained herein shall not defeat, affect or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but such conditions and covenants shall be binding and effective against any owner of any Parcel or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

14.4 Each condition and covenant respecting any one Parcel shall be appurtenant to and for the benefit of the other Parcels and each part thereof. Each condition and covenant respecting any one Parcel shall be a burden thereon for the benefit of the other Parcels and each part thereof, and shall run with the land.

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15. Sale & Sale-leaseback Purchaser.

15.1 Notwithstanding anything to the contrary contained in this Agreement, 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 Agreement 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.

15.2 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 Agreement, and if the Net Lessor fails to perform any covenant, term, agreement, or condition contained in this Agreement upon its part to be performed, and if as a consequence of such default any other party to this Agreement 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.

15.3 Such judgment and the satisfaction thereof out of the proceeds of sale received upon the aforesaid execution and levy against the

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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 date first above written.

Albertson's, Inc.,
a Delaware corporation

By: Thomas R. Feld *CFE*
Vice President & General Counsel

By: Maurice O. Armstrong
Secretary

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

By: A. W. Walker
General Partner



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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. Medline
Notary Public in and for the
State of Idaho.
Residing at Boise, Idaho.



STATE OF UTAH)
) ss.
County of SALT LAKE)

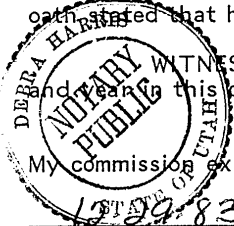
On this 29th day of July, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared G. WALTER GASSER, to me known to be a general partner of GFI Ltd. II - WVC Investments, Ltd., a Utah limited partnership, the limited partnership, that executed the foregoing instrument, 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 K. Harris
Notary Public in and for the
State of Utah
Residing at Salt Lake City



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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.

SCHEDULE II

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 11: (North Church Parcel)

Beginning on the West line of 5600 West Street at a point which is North 0°09'50" West along the section line 1346.60 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 620.00 feet; thence North 0°09'50" West 185.30 feet; thence North 89°59'10" East 620.00 feet to the West line of said 5600 West Street; thence South 0°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.

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

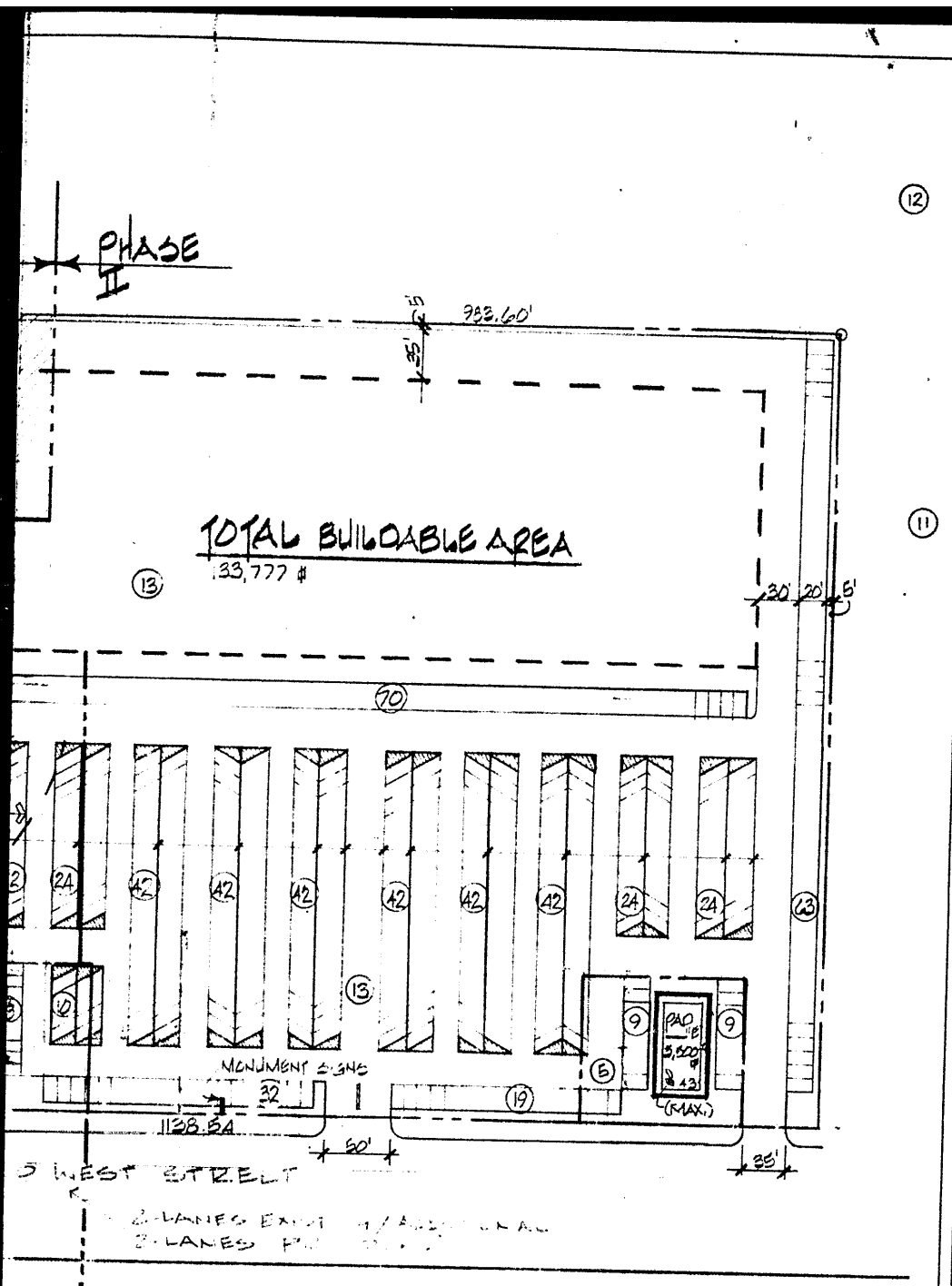
Beginning at a point on the North right-of-way line of 3500 South Street, said point being South 89°59'10" West 223.00 feet and North 0°09'50" West 33.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West along 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.



REVISIONS

2-16-82 P.B. RE-PLAN THE 1/2" = 1' PLAN BY RE-LOCATING PAD & CHANGING CITY NAME.

3-10-82 P.B. MOVE STORE TO NORTH. SHOW BUILDABLE AREA & MAKE LOCATION. CHANGE PHASE LINE. REVISE PARKING FROM 50' TO 20' SHOWN. MOVE UNIT LINE. MOVE PAD TO WEST. REVISE SITE BY CHANGE CITY NAME.

7-1-83 P.B. CHANGE TO EXHIBIT 'A'

7-25-83 P.B. REVISE STORE FOOTPRINT. NEW CANOPY. REVISE PARKING LAYOUT. REQUEST SIGN. REVISE PLAN. REVISE PAD & RECAP. SHOW PAD & CELL RE-CONCRETE.

SITE PLAN



PROJECT
N.W.C.
5600 WEST
3500 SOUTH

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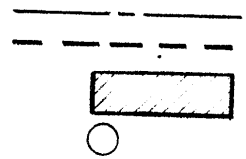
WEST VALLEY CITY, UTAH
STORE NO. 3-P

EXHIBIT "A" SITE PLAN

NOTE - DRAWN WITHOUT BENEFIT OF SURVEY

TOTAL BUILDING AREA	PHASE I	-	PHASE II
TOTAL CAR PARKS	74,603 #		137,277 #
CAR PARKS N/IN 200' RADII'S	392		519
	164		00

PARCEL BOUNDARY
BUILDING LIMIT LINE
TEMPORARY SERVICE AREA
PARCEL NUMBERS

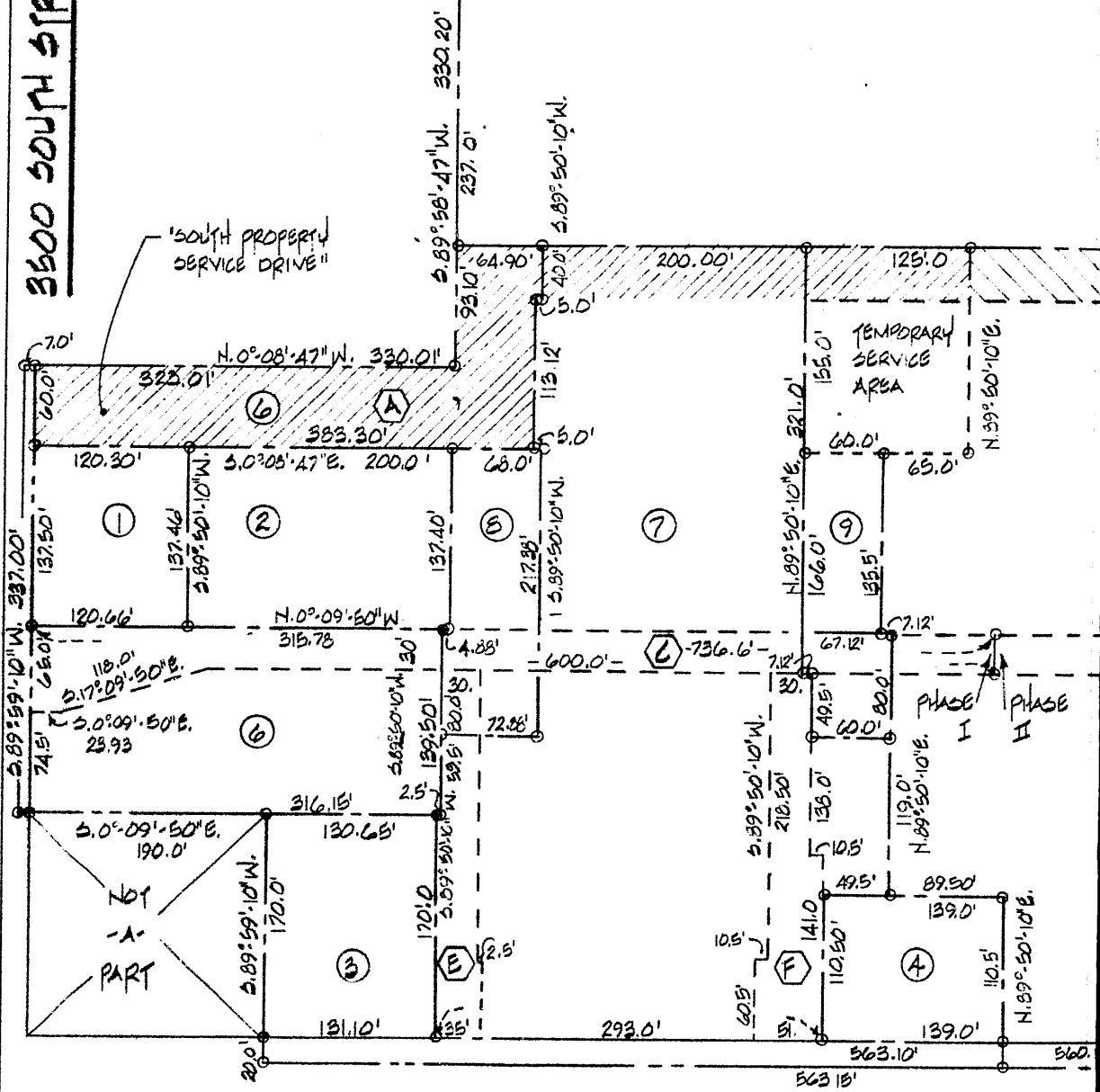


APPROVED	
MCCAIN	
BOLINDER	
MICHAEL	<i>[Signature]</i>
CARLEY	<i>[Signature]</i>
LONDON	<i>[Signature]</i>
HORNECKER	<i>[Signature]</i>

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

3600 SOUTH STREET

N. 0° 09' 50"
903.63



of 5600 WEST STREET

LEGEND:

- PARCEL BOUNDARY ————
- EASEMENT BOUNDARY - - - - -
- PARCEL NUMBER ———— ○
- EASEMENT NUMBER ———— ⬡
- PROPERTY BOUNDARY - - - - -
- BOUNDARY PIN ———— ⊙

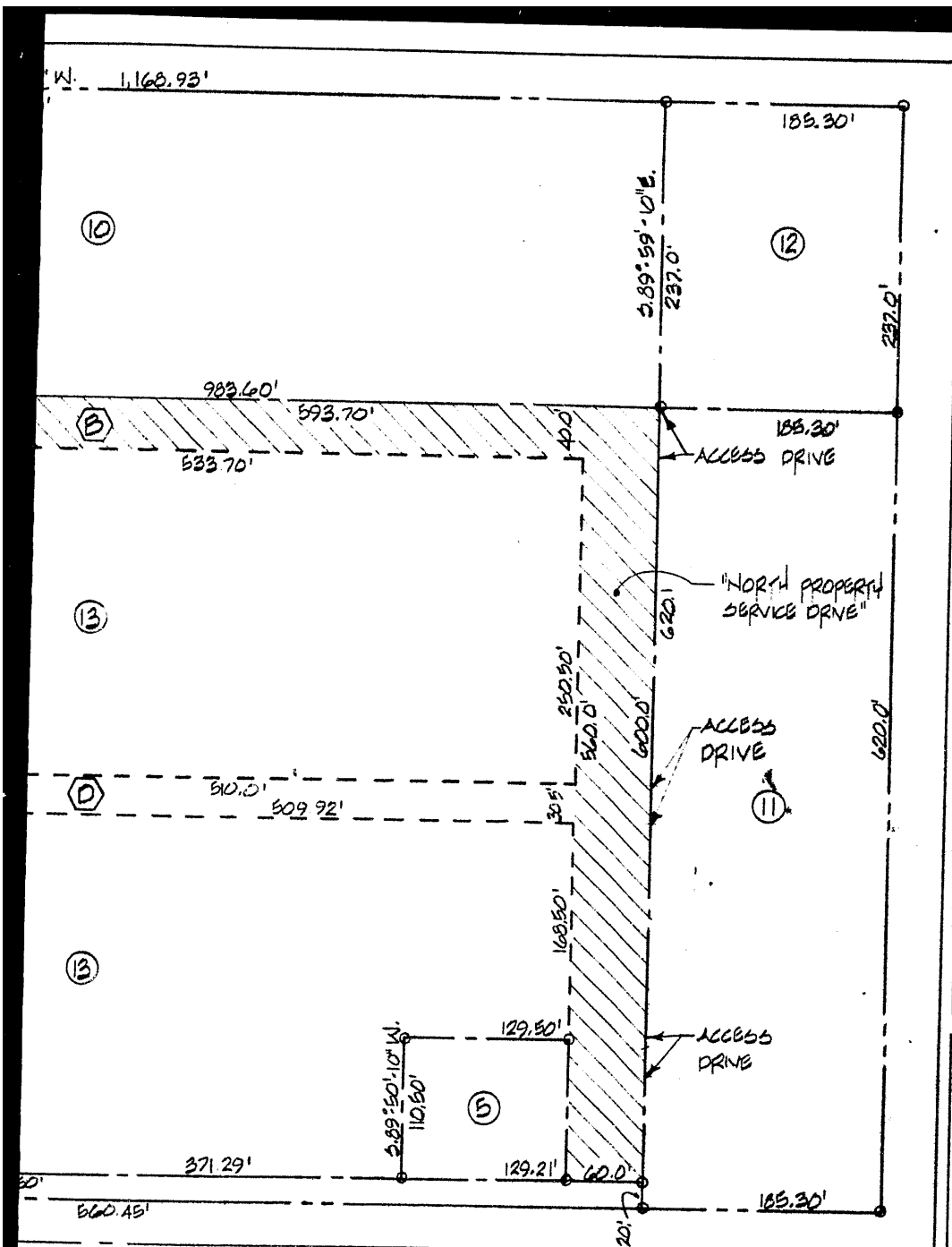
PARCEL MAP

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" [shaded area]
- ACCESS EASEMENT "B" [shaded area]
- TEMPORARY SERVICE AREA [shaded area]

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REVISIONS

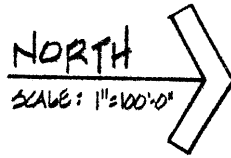
SITE PLAN



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

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WEST VALLEY CITY, UTAH
STORE NO. 43-P



- PAGE #2
STATCO, ARB;



APPROVED	
MCCAIN	
BOLINDER	
MICHAEL	
CARLEY	
REULING	
HORNECKER	

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