

Parties **558789** THIS MEMORANDUM OF LEASE dated this 18th day of December, 1979, between C.D.I. - EVANS DEVELOPMENT COMPANY D 6211 999 SW-7-4N-1W

a joint venture corporation having its principal office at 220 South 200 East, Suite 150, Salt Lake City, Utah 84111 (herein referred to as "Landlord"), and K MART CORPORATION a Michigan corporation having its principal office at 3100 West Big Beaver Road, Troy, Michigan 48084, (herein referred to as "Tenant"),

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations and the further consideration of the rents reserved and the covenants and conditions more particularly set forth in a certain lease between Landlord and Tenant and bearing even date herewith, Landlord and Tenant do hereby covenant, promise and agree as follows:

1. Landlord does demise unto Tenant and Tenant does take from Landlord for the term hereinafter provided, and any extension thereof, the following property: Tenant's completed building ~~or buildings~~ (designated K mart ~~and Food Market~~), together with site improvements to be constructed as specified in said lease by Landlord at its expense on the land described in Exhibit "A" and depicted on Exhibit "B" attached hereto and made a part hereof, and situated in the City of Layton, County of Davis, State of Utah; said building ~~or buildings~~ to be in the locations and of the dimensions depicted on said Exhibit "B".

Landlord hereby gives and grants unto Tenant, in common with others entitled thereto, including Tenant's agents, employees, customers, licensees and invitees the following licenses, rights, privileges and easements: the use of parking areas, common areas (including rest rooms and other facilities, if any), roadways, sidewalks and accessways to public streets and highways indicated on said Exhibit "B", together with the use of any delivery or servicing areas adjoining Tenant's said buildings or designated as such on Exhibit "B", which areas shall be adequate for the passage, unloading and, if necessary, turning around of trailer trucks and other commercial vehicles.

Said land, completed buildings and site improvements, together with the licenses, rights, privileges and easements herein set forth, shall be hereinafter collectively referred to as the "demised premises".

2. The lease term shall commence upon the date of occupancy by Tenant of said buildings, and shall terminate upon such date as shall be twenty-five (25) years from the last day of the month in which said date of occupancy by Tenant shall occur; provided, however, Tenant shall have the option to extend the lease term for ten (10) successive periods of five (5) additional years each.

3. Landlord covenants, during the period commencing with the date of execution of the aforesaid lease and ending upon the last day of the lease term and any extension or renewal thereof, that it will not erect or construct any buildings or other structures upon land described in Exhibit ~~"A"~~ "A-1" except as shown on Exhibit "B"; provided, however, in the event that the date of occupancy by Tenant of the demised premises shall not occur prior to such date as shall be seven (7) years from the date of the aforesaid lease, then the restrictions imposed by this Article shall cease and determine and shall be of no further force or effect.

4. The demised premises shall be referred to by only such designation as Tenant may indicate. Landlord expressly recognizes that the service mark and trademark "K mart" is the valid and exclusive property of Tenant, and Landlord agrees that it shall not either during the term of this lease or thereafter directly or indirectly contest the validity of said mark "K mart", or any of Tenant's registrations pertaining thereto in the United States or elsewhere, nor adopt or use said mark or any term, word, mark or designation which is in any aspect similar to the mark of Tenant. Landlord further agrees that it will not at any time do or cause to be done any act or thing, directly or indirectly, contesting or in any way impairing or tending to impair any part of the Tenant's right, title and interest in the aforesaid mark, and Landlord shall not in any manner represent that it has ownership interest in the aforesaid mark or registrations therefor, and specifically acknowledges that any use thereof pursuant to this lease shall not create in Landlord any right, title or interest in the aforesaid mark.

Tenant shall have the option to erect at its sole cost and expense upon any portion of the demised premises signs of such height and other dimensions as Tenant shall determine, and bearing such legend or inscription as Tenant shall determine. Tenant shall have the option to utilize the lighting standards in the parking lot for advertising purposes by attaching, or causing to be attached, signs advertising any and all products and services as Tenant shall elect.

Fee Paid \$ 10.50
 UTAH TITLE CO.
 at 9:45 AM CAROL DEAN PAGE Recorder Davis County
 MAR - 3 1980
 by *Shawna Masterson*
 Le Mod. Agreement - 826-991
 Demised Premises

Assigned in Bl 826, Pg 529
 Building Areas
 Signs
 Abstracted
 Indexed
 Entered
 Platted
 On Margin
 Compared

Signs
(cont'd)

Landlord shall not permit any other signs, billboards or posters to be displayed on any portion of the demised premises.

The sole purpose of this instrument is to give notice of said lease and all its terms, covenants and conditions to the same extent as if said lease were fully set forth herein.

The conditons, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns. All covenants and agreements of this instrument and said lease shall run with the land.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate as of the day and year first above written.

WITNESSES:

CDI-EVANS DEVELOPMENT COMPANY

Carroll L. Casper

By: [Signature]
GENERAL PARTNER President

Robert I. Buyer

By Attest: [Signature]
GENERAL PARTNER Secretary

K MART CORPORATION

Synn Zielisch

By: [Signature]
J. P. Johnson, Vice President

Dorothy J. Williams

Attest: [Signature]
C. E. Lotzar, Jr. Assistant Secretary

APPROVED
DJS

ACKNOWLEDGMENTS

STATE OF Utah
COUNTY OF Salt Lake }SS:

I do hereby certify that on this 28th day of December, 1979, before me,
Shirley V. Williams, a Notary Public in and for the
County and State aforesaid, and duly commissioned, personally appeared B. Walter Bussu
and Leon Peterson
~~President and Secretary~~ GENERAL PARTNERS and
known to me to be the CDI-EVANS DEVELOPMENT COMPANY

who, being by me duly sworn, did depose and say that they reside in BOUNTIFUL, UTAH
GENERAL PARTNERS
respectively; that they are the ~~President and Secretary~~ GENERAL PARTNERS respectively of CDI-EVANS DEVELOPMENT COMPANY
~~the corporation~~ PARTNERSHIP described in and which executed the foregoing instrument; ~~that they know the seal of~~
~~said corporation; that the seal affixed to said instrument is the corporate seal of said corporation;~~
that, on behalf of said PARTNERSHIP and by order of its PARTNERS board of directors, they signed, sealed and de-
livered said instrument for the uses and purposes therein set forth, as its and their free and voluntary
act; and that they signed their names thereto by like order.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year
in this certificate first above written.

My commission expires: 2-1-83 Shirley V. Williams
Notary Public

STATE OF MICHIGAN }
COUNTY OF OAKLAND }SS:

I do hereby certify that on this 18th day of February, 1980, before me,
Margaret T. Grant, a Notary Public in and for the
County and State aforesaid, and duly commissioned, personally appeared
J. P. Johnson and C. E. Lotzar, Jr.
known to me to be the Vice President and Assistant Secretary of K mart Corporation, who, being by
me duly sworn, did depose and say that they reside in Birmingham, Michigan

respectively; that they are the Vice President and Assistant Secretary respectively of K mart
Corporation, the corporation described in and which executed the foregoing instrument; that they know
the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corpora-
tion; that, on behalf of said corporation and by order of its board of directors, they signed, sealed and
delivered said instrument for the uses and purposes therein set forth, as its and their free and voluntary
act; and that they signed their names thereto by like order.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year
in this certificate first above written.

My commission expires: MARGARET T. GRANT Margaret T. Grant
Notary Public, Oakland County, Mich.
My Commission Expires June 30, 1981
Notary Public

LEGAL DESCRIPTION

K MART DEMISED PREMISES

Beginning at a point N0°03'10"E, 42.00 ft. and S89°47' W, 502.16 ft. from the S $\frac{1}{4}$ Cor Sec 7, T4N, R1W, SLB&M and running thence N0°03'10"E, 459.83 ft; thence N89°56'50"W, 676.71 ft; thence S53°13' W, 33.42 ft; thence S36°47' E, 65.00 ft; thence S53°13' W, 98.00 ft; thence S36°47' E, 414.00 ft; thence N89°47' E, 494.72 ft. to beg.
Containing 6.7774 Ac.

PROPERTY DESCRIPTION

ANTELOPE SQUARE SHOPPING CENTER

Beginning at a point on the North R/W line of 2000 N. Street, Layton, Utah, said point being $N0^{\circ}03'10''E$, 42.00 ft and $S89^{\circ}47'W$, 502.16 ft. from the $S\frac{1}{4}$ Cor Sec 7, T4N, R1W, SLB&M and running thence $N0^{\circ}03'10''E$, 801.61 ft; thence $S89^{\circ}43'40''W$, 1085.59 ft. to the easterly R/W line of U.S. Highway 91; thence $S36^{\circ}47'W$, E, along said R/W 985.54 ft. to the North R/W line of 2000 North Street; thence $N89^{\circ}47'E$, along said North R/W line 494.72 ft. to beg.
Containing 14.3714 Ac.

S 89° 43' 40" W 1085.59'

COMMON SERVICE DR.

LL BLDG.
5,000 \$

LL BLDG.
14,400 \$

LL BLDG. 26,400 \$

LL. PARKING
297 CARS

LL BLDG.
7,000 \$

TO BE PAVED, STRIPED
AND LIGHTED PRIOR TO
K MART OPENING

N 89° 56' 50" W 676.71'

U.S. HWY. # 91

S 36° 47' E 985.54'

S 53° 42' 13" W 933.66'

S 36° 47' E 931.53'

K MART DEM. PREM.
IMPROVED PARKING
415 CARS

S 36° 47' E 414'

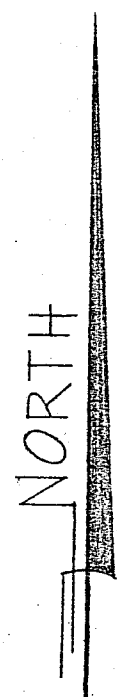
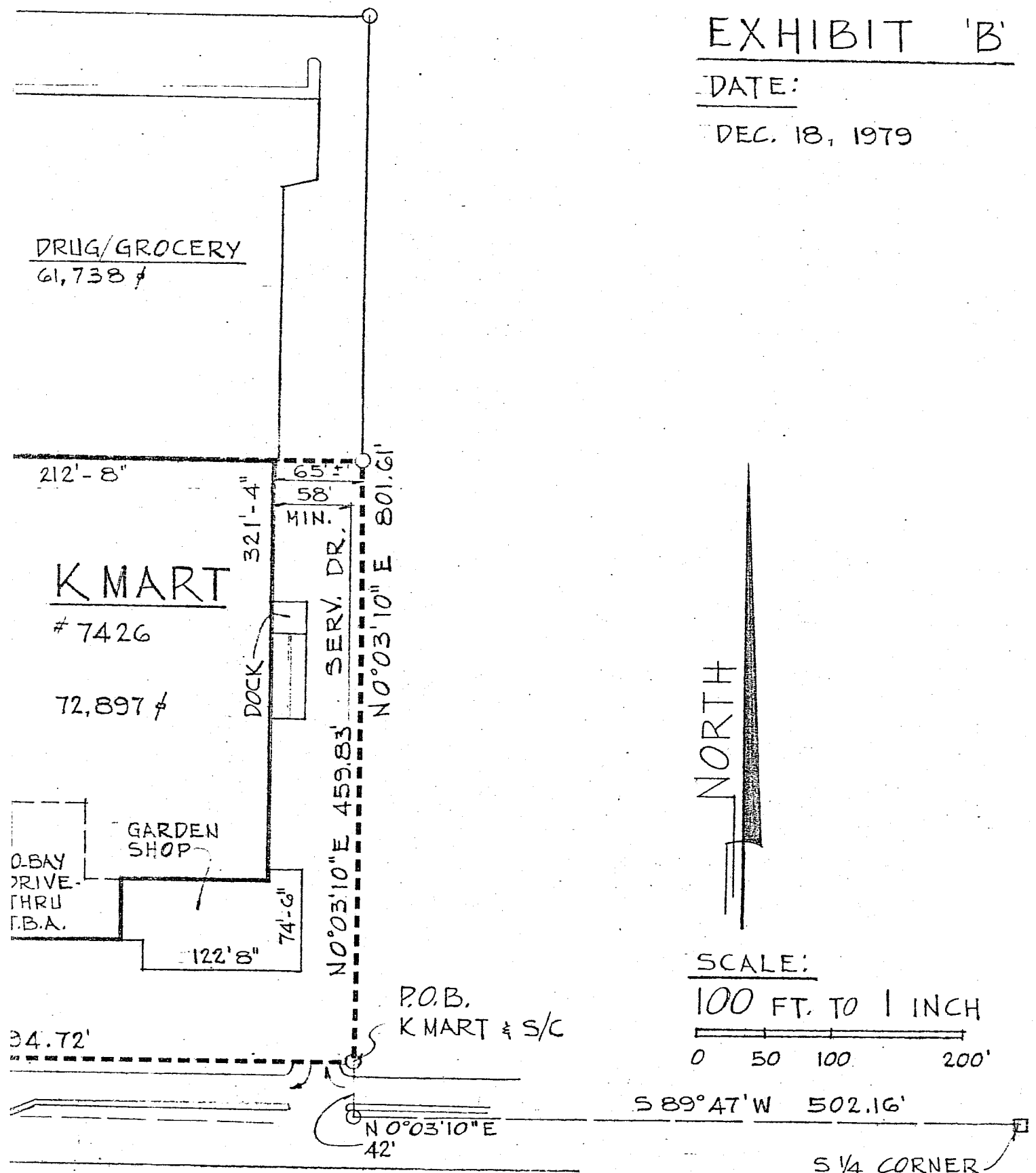
N 89° 47' E

EXIST'G TRAFFIC SIGNAL

STORE ¹⁰⁰⁵ No. 7426
 NEC HWY. # 91 & ANTELOPE RD.
 LAYTON, UTAH

EXHIBIT 'B'

DATE:
 DEC. 18, 1979



SCALE:
 100 FT. TO 1 INCH
 0 50 100 200'

ANTELOPE ROAD

S 1/4 CORNER
 SECT. 7, T4N,
 R1W, SLB & M