

#3-P NEC 2000 North
(Antelope) & Hwy. 91
Layton, Utah
10/28/82
SW 7-47-12W

631192

MEMORANDUM OF SHOPPING CENTER SUBLEASE

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THIS MEMORANDUM OF SHOPPING CENTER SUBLEASE is entered into as of the 3rd day of November, 1982, between CDI-Evans Development Company, a Utah limited partnership ("Landlord"), and Albertson's, Inc., a Delaware corporation ("Tenant").

1. Premises: Landlord and Tenant have heretofore entered into a Shopping Center Sublease dated as of August 5, 1982, and First Amendment to Shopping Center Sublease dated November 3, 1982 (collectively, "Sublease"), whereby Landlord has leased and Tenant has hired, and Landlord does hereby lease and Tenant does hereby hire, those certain premises in Layton, Utah, described in the Sublease and more particularly described in Schedule II attached hereto and shown on Exhibit "A" attached hereto ("Leased Premises"), which premises are a part of the Shopping Center described in said Sublease and more particularly described in Schedule I attached hereto.

2. Term: The term of the Sublease is for an interim term commencing on the date of the Sublease and terminating on the date the primary term commences and for a primary term of twenty-five (25) consecutive years commencing on the date when both the improvements required to be constructed by the Construction Agreement and the Sublease have been fully completed and Tenant's Building has been delivered to and accepted by Tenant for Tenant's exclusive occupancy, and terminating on the twenty-fifth (25th) anniversary of the commencement date of the primary term. The Sublease shall terminate if the primary term has not commenced within five (5) years of the date of the Sublease.

3. Option for Renewal: Tenant, at Tenant's option, in accordance with the terms of the Sublease, may extend the term of the Sublease for six (6) separate and additional periods of five (5) years each on the same terms and conditions, except length of term and rent, as the primary term.

Recorded at request of Ms. Ethel Land Title
Date JAN. 19. 1983 at 56 CAROL DEAN PAGE, Recorder Davis County
By Sharon Martin Deputy Book 228 Page 271
Fees Paid \$ 19.00

Platted
On Margin
Compared
Abstracted
Indexed
Entered

355 S 200 E
SH 24111

4. Common Area: The Sublease provides that:

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4.1 All those portions of the Shopping Center upon which buildings cannot be built, as hereinafter provided, shall be Common Area for the sole and exclusive joint use of all tenants in the Shopping Center, their customers, invitees and employees. Landlord hereby grants to Tenant, for use by Tenant, Tenant's customers, invitees and employees the right of such use of all the Common Areas and any enlargement thereof. In addition, Tenant shall have exclusive use of those portions of the Common Area to the rear or side of Tenant's Building devoted to Service Facilities, but Tenant shall not thereby impede the movement of motor vehicles past the rear or side of Tenant's Building. Portions of the Common Area to the rear or side of other buildings in the Shopping Center may be devoted to Service Facilities provided that the movement of motor vehicles past the rear or sides of such buildings are not thereby impeded. Any Service Facilities on or next to Pad A shall be attractively screened from view.

4.2 During construction of every portion of the Shopping Center, and during the entire term of the Sublease, the sizes and arrangements of buildings and on-site improvements, including, without limitation, service drives, parking areas, striping, traffic directional arrows and signs, concrete curbing or bumpers, parking lot lighting, perimeter walls or fences, and irrigated landscaped areas and landscaping will not be changed from the sizes and arrangements shown on Exhibit "A". In the event K-Mart expands or constructs any additional buildings in the Common Area located east or west of the "(Existing) K-Mart" shown on Exhibit "A", Tenant shall have the right to cancel the Sublease at any time within six (6) months of the date of completion of said expansion or construction upon fifteen (15) days prior written notice to Landlord.

4.3 Areas designated "Building Areas" on Exhibit "A" represent the only areas on which buildings may be located; however, no building shall be constructed, even in the Building Area, which would reduce the developed Common Area to an area containing less than three (3) square feet for each square foot of ground floor area in all

buildings located in the Shopping Center or other display or sales areas (other than sidewalks) nor which would reduce the number of customer parking spaces in the Shopping Center to below one (1) customer parking space for each two hundred (210) square feet of ground floor area of all buildings. All areas shown as "Building Area" upon which buildings cannot be constructed because of the foregoing requirements or because of governmental regulations or requirements, shall become and be developed as improved Common Areas at Landlord's expense.

4.4 There shall be no doubledeck parking in the Shopping Center. No portion of the Common Areas, except sidewalks, shall be used for the sale or display of merchandise. No building shall consist of more than one story plus mezzanine. No free-standing building in the Shopping Center shall exceed eighteen (18) feet in height. No mezzanine shall be used as a sales or display area.

4.5 Landlord agrees that, if the Shopping Center is expanded by ownership, control of Landlord, or agreement with a third party, all of the provisions of the Sublease, including, but not limited to, the provisions of Article 14 (Shopping Center Use Restrictions) of the Sublease, with respect to the Shopping Center and the Leased Premises shall apply to the expanded area, the Common Area to Building Area ratio in the expanded area of the Shopping Center will not be less than three (3) square feet for each square foot of ground floor area in all buildings located in the expanded area and there will be in the Shopping Center as expanded at least one (1) customer parking space for each two hundred ten (210) square feet of ground floor area of all buildings located thereon. At Tenant's request, Landlord will enter into an amendment of the Sublease and of this Memorandum of Sublease to substitute a new Schedule I and Exhibit "A" which describe and show the Shopping Center as expanded.

4.6 At Tenant's request, Landlord shall keep all unauthorized persons from using the Common Areas and, if requested by Tenant, construct a fence along one or more of the boundaries of the Shopping Center, the cost of which shall be a Common Area maintenance expense.

4.7 All Building Areas on which buildings are not under construction or completed on the Lease Commencement Date shall be oiled and kept weed free and clean at Landlord's sole expense until such time as buildings are constructed thereon.

4.8 Upon thirty (30) days written notice from Tenant, Landlord shall furnish Tenant an accurate and up-to-date as-built plot plan of the Shopping Center certified to be accurate by Landlord.

5. Common Area Maintenance: The Sublease provides that:

5.1 At Landlord's expense, all Common Areas, except Tenant's Service Facilities, shall be maintained in good repair, kept clean, and kept clear of snow and ice and adequately lighted when the Leased Premises or other stores are open for business in accordance with Tenant's standards.

5.2 At least thirty (30) days prior to the initial commencement of the cleaning and sweeping of the Common Area required to be maintained by Landlord hereunder and any other Common Area maintenance work done on a regular basis for which Tenant is obligated to reimburse Landlord, Landlord shall submit said Common Area maintenance work for bid at least four (4) bidders approved in writing by Tenant, 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 Tenant by Landlord within ten (10) days after receipt thereof. Landlord shall award the contract to the low bidder unless Tenant's prior written consent to award the contract to a higher bidder is obtained by Landlord.

5.3 Tenant agrees to reimburse Landlord during the primary term and any option term of the Sublease for Tenant's share of the actual costs incurred by Landlord in maintaining the Common Areas (except any Service Facilities and the Common Area of any open or enclosed mall) which shall include keeping the Common Areas clean, clear of snow and ice, adequately and clearly striped, adequately lighted, and in good repair, including the proper maintenance of landscaped areas, and insuring said Common Areas, except Service Facilities, with respect to injury to person and loss of life and damage to property in an amount not less than that set forth in

Section 15.3 of the Sublease; provided, however, Tenant shall not be obligated to reimburse Landlord for any item, Tenant's share of which exceeds Two Thousand Dollars (\$2,000.00), unless Tenant has given Tenant's prior written approval to the incurrence of the cost thereof, which approval shall not be unreasonably withheld. In addition, Tenant shall pay a management fee of ten percent (10%) of Tenant's share to cover administrative expenses. The management fee shall not exceed Three Hundred Fifty Dollars (\$350.00) for any individual item of service performed without the prior written approval of Tenant. In the event a portion of the Common Area lighting is metered through Tenant's separate meter, Tenant shall be responsible for the electricity, light bulbs and ballasts used by said portion of the Common Area, and Tenant's share of the Common Area costs shall not include the costs of electricity, light bulbs and ballasts in the remainder of the Shopping Center.

5.4 Said costs shall be reasonable, and Landlord shall use its best efforts to keep said costs as low as reasonably possible. Upon thirty (30) days written notice from Tenant, Landlord shall have said maintenance work bid as set forth in Section 8.2 of the Sublease, and Tenant's share shall be based on said costs not to exceed the amount of the lowest bid.

5.5 Tenant's share of Common Area lighting, maintenance and insurance costs shall be twenty-six and ninety-two hundredths percent (26.92%) of said costs. This percentage is based on the area of Tenant's Building being 41,903 square feet and the area of all buildings allowed to be constructed in the Shopping Center being 155,660 square feet. If the latter figure is increased, the percentage will be decreased accordingly.

5.6 Landlord shall submit written statements of Landlord's reimbursable costs at least annually. Upon request of Tenant, Landlord shall send Tenant invoices and other evidence substantiating the statements. Provided the statement is reasonable and in accordance with the provisions of the Sublease, Tenant shall pay the statement within thirty (30) days of the receipt of the statement and any evidence requested by Tenant. Landlord hereby waives any and all

right to collect any such costs for which a statement is not submitted on or before the first day of July of the year following the calendar year during which the costs were incurred.

6. Shopping Center Use Restrictions: The Sublease provides that:

6.1 No part of the Shopping Center other than the Leased Premises 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, nor for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption.

6.2 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 (except that K-Mart may operate such a facility), dance hall, billiard or pool hall, 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 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.

6.3 No part of the Shopping Center within one hundred (100) feet of the Leased Premises shall be used as a restaurant; medical, dental, professional or business offices; health spa or studio; training or educational facility; or entertainment facility. Only a

maximum of 3,020 square feet of that part of the Shopping Center between one hundred (100) feet and two hundred twenty (220) feet of the Leased Premises may be used as a restaurant; medical, dental, professional or business offices; health spa or studio; training or educational facility. No part of the Shopping Center within two hundred ninety (290) feet of the Leased Premises shall be used as a game parlor.

6.4 No restaurant, bank, or other facility featuring vehicular driveup or drive through customer service shall be located in the Shopping Center unless Tenant has first given Tenant's written consent, which shall not be unreasonably withheld, to the location, parking and drive lanes of such facility. Tenant hereby approves such facilities to the extent shown on Exhibit "A".

6.5 There shall be no open or enclosed malls in the Shopping Center unless Tenant has first given Tenant's written consent, which shall not be unreasonably withheld, to the location of the entrance to such mall.

6.6 Anything in this Article 6 to the contrary notwithstanding, Tenant acknowledges and agrees that none of the restrictions set forth in this Article shall apply to the "(Existing) K-Mart" shown on Exhibit "A" so long as that certain Lease and First Modification of Lease dated December 18, 1979, and June 4, 1980, respectively, Memorandums of which are recorded in Book 814, Page 999, and Book 826, Page 991, respectively, Public Records of Davis County, Utah, ("K-Mart Lease"), are in full force and effect. Landlord acknowledges and agrees that Tenant's execution of the Sublease is specifically contingent upon execution of an amendment to the Covenants for Operation, Maintenance and Reciprocal Easements described in Section 5.2 of the Sublease in a form and substance acceptable to Tenant within sixty (60) days of the date of the Sublease consenting to the development of the Shopping Center in accordance with the site plan attached hereto as Exhibit "A", failing which Tenant shall have the right to cancel the Sublease upon written notice to Landlord at any time within fifteen (15) days after expiration of said sixty (60) day period and Landlord shall forthwith

reimburse Tenant all amounts paid by Tenant pursuant to Article 27 of the Sublease. In the event 20,000 square feet or more of the K-Mart premises, including aisle space and storage, is used for the retail sale of food for off-premises consumption, Tenant shall have the right to cancel the Sublease at any time within six (6) months of the date said facility or facilities are first opened for business upon fifteen (15) days prior written notice to Landlord.

6.7 If any term or provision of this Article or the application thereof to any person or circumstances shall to any extent be invalid and unenforceable, the remainder of this Article 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 shall be valid and shall be enforced to the extent permitted by law.

7. Signs: The Sublease provides that:

7.1 Tenant shall have the right to furnish, install and maintain a permanent designation on the existing "Center Pylon Sign" shown on Exhibit "A", subject to the approval of K-Mart, or in the event K-Mart fails to approve said sign, to erect, maintain and illuminate a sign in the area designated "Alternate Center Pylon Sign" on Exhibit "A". The parties agree that Landlord's failure to obtain the right for Tenant to construct a sign in accordance with this Section shall be deemed material and in such event, Tenant may cancel the Sublease in accordance with Section 18.4 of the Sublease.

7.2 Tenant may at its own expense erect, maintain and illuminate a sign on the parking lot of the Shopping Center in the area designated "Albertson's Pylon" on Exhibit "A", subject to the approval of K-Mart.

7.3 No free-standing sign shall be placed on the Shopping Center except as shown on Exhibit "A". No new sign or change in any existing sign on Pad A shall adversely affect the visibility of any sign referred to in Section 7.1 above. Anything in this Section to the contrary notwithstanding, Tenant hereby approves the existing free-standing sign located on Pad A.

8. **Building Encroachments:** The Sublease provides that:

8.1 Landlord grants to Tenant for the benefit of the Leased Premises an easement for any portion of any building constructed on the Leased Premises which may encroach into or over the Common Area or contiguous Building Areas; 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.

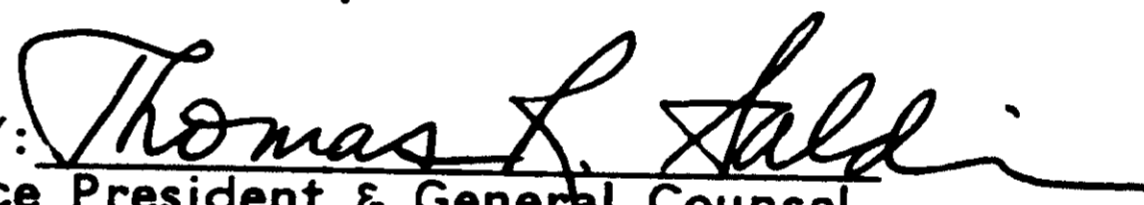
9. **Lease Incorporated:** All the terms, conditions and covenants of the Sublease, which may be inspected at the offices of Landlord c/o G. Walter Gasser, Peterson, Gasser & Associates, Inc., 220 South 200 East, Suite 150, Salt Lake City, Utah 84111, or the offices of the Tenant at P.O. Box 20, Boise, Idaho 83726, are incorporated herein by this reference.

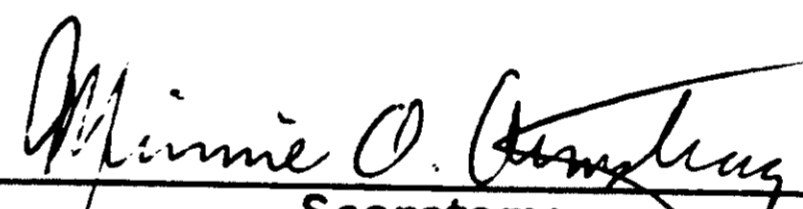
LANDLORD:
CDI-EVANS DEVELOPMENT COMPANY,
a Utah limited partnership

BY: CDI Ltd.,
a Utah limited partnership
General Partner

BY: 
G. Walter Gasser
General Partner

TENANT:
ALBERTSON'S, INC.,
a Delaware corporation

BY: 
Vice President & General Counsel

BY: 
Secretary

STATE OF IDAHO)
 : ss.
County of Ada)

On this 2nd day of November, 1982, before me, the undersigned Notary Public in and for said State, personally appeared Thomas R. Saldin and Minnie O. Armstrong, known to me 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 such corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument on behalf of such corporation and that the seal affixed is the corporate seal of such corporation.

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

Harold Toehrig
Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 5/1/84

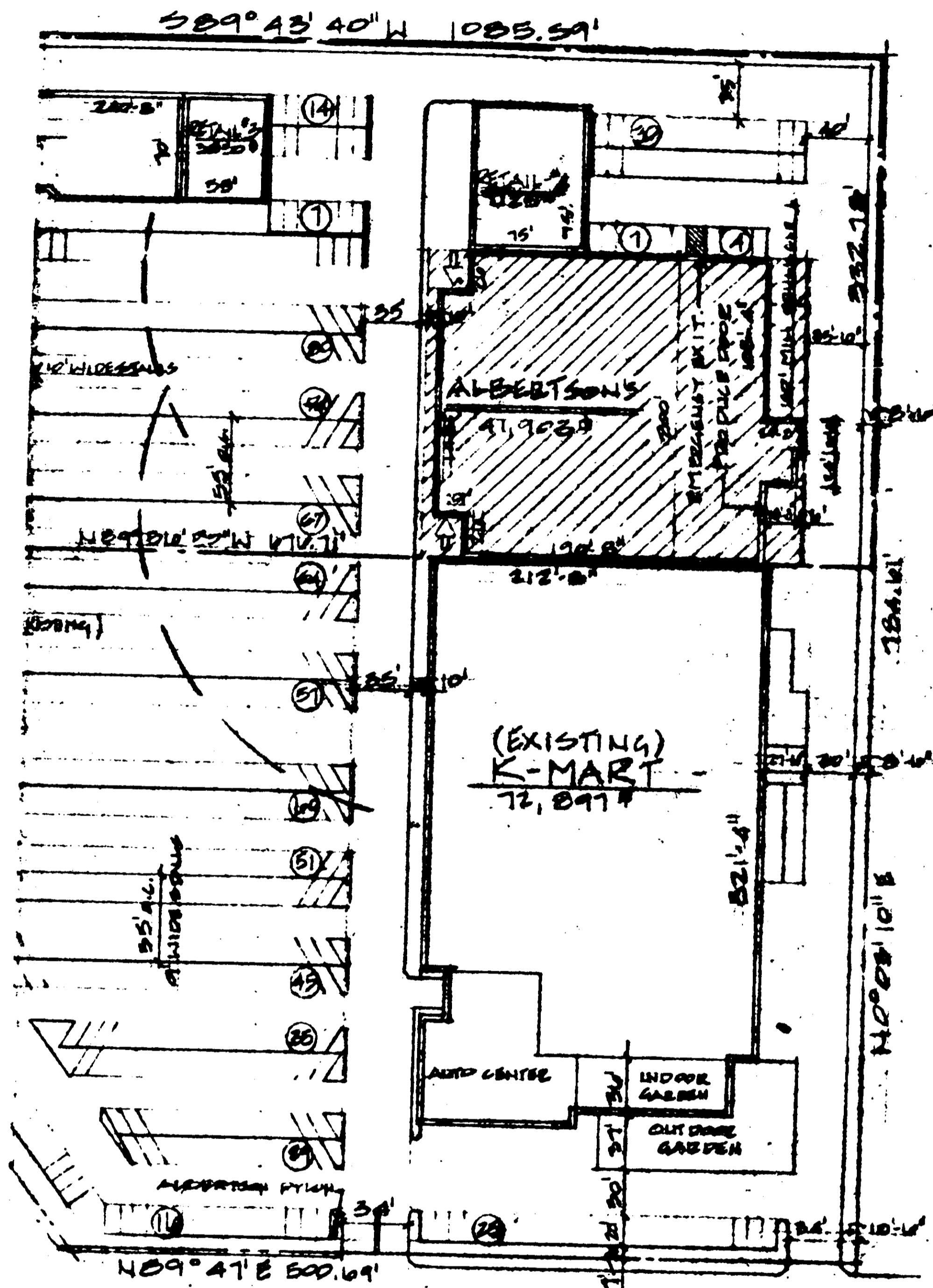
STATE OF UTAH)
 : ss.
County of SALT LAKE)

On this 9th day of December, 1982, before me, the undersigned Notary Public in and for said State, personally appeared G. Walter Gasser, known to me to be the General Partner of CDI Ltd., a limited partnership, which limited partnership is known to me to be the General Partner of CDI-Evans Development Company, 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 such limited partnership, for the uses and purposes mentioned therein, and on oath stated that he is authorized to execute the said instrument.

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

James Lally
Notary Public for Utah
Residing at SALT LAKE CITY
My commission expires: 11/09/83

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REVISIONS
 1-8-02 C.E.A.
 CHANGE BLDG.
 DIMENSIONS
 CHANGE FROM 14' TO 12'
 2-28-02 C.E.A.
 MOVE ALBERTSONS
 SOUTH 5' FROM
 READING A. AND
 PLACE 5' FROM
 ALBERTSONS
 SHED FROM
 ADD AUTO CENTRE
 11-15-02 P.L.M.
 CHANGE FROM
 12' TO 10'
 12-15-02 C.E.A.
 CHANGE FROM
 12' TO 10' FROM
 ALBERTSONS SHED
 TO 10' FROM

SITE PLAN



PROJECT
 H&L,
 U.S. HWY 91
 &
 2000 N. ST.

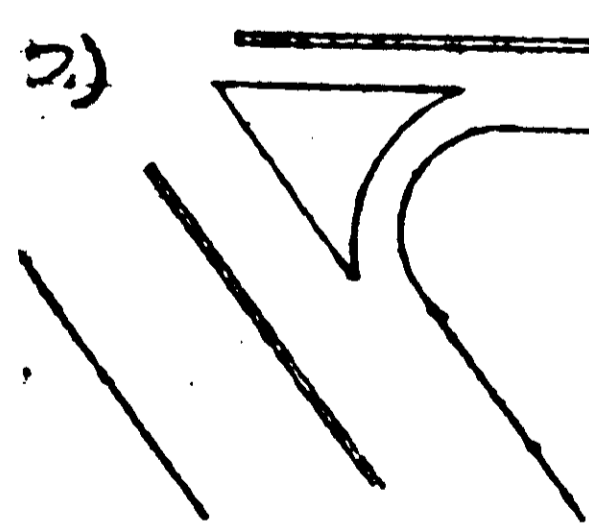


EXHIBIT-A SITE PLAN

| | |
|-------------------------------|---------------|
| SHOPPING CENTRE BUILDING AREA | 155,140 sq ft |
| PAD AREAS B&C | 5927 sq ft |
| TOTAL BUILDING AREA | 161,067 sq ft |
| TOTAL CAR PARKS | 796 |
| CAR PARKS W/IN 200' RADIUS | 118 |

LAYTON,
 UTAH

STORNO.
 355.

| APPROVED | |
|----------|--------------------|
| MCCAM | <i>[Signature]</i> |
| BOLINDER | <i>[Signature]</i> |
| MICHAEL | <i>[Signature]</i> |
| CARLEY | <i>[Signature]</i> |
| JANSEN | <i>[Signature]</i> |
| HOBBS | <i>[Signature]</i> |

Drawn By: S.B.H.
 Checked By:
 Date: 1-18-02
 Sheet: 01
 No.

SCHEDULE I

283

09-022-0057
0065
0070
0075
Beginning at a point on the N R/W line of 2000 N. Street, Layton, Utah, said point being $N0^{\circ}03'10''E$, 50.00 ft. and $S89^{\circ}47'W$, 502.16 ft. from the $S1/4$ Cor. Sec. 7, T4N, R1W, SLB&M and running thence $N0^{\circ}03'10''E$, 784.61 ft.; thence $S89^{\circ}43'40''W$, 1085.59 ft. to the easterly R/W line of U.S. Highway 91; thence $S36^{\circ}47'E$, along said R/W, 975.58 ft. to the North R/W line of 2000 North Street; thence $N89^{\circ}47'E$, along said North R/W line 500.69 ft. to beginning.

EXCEPTING AND EXCLUDING therefrom the two following described parcels:

McDonald's Parcel (Pad C):

0015
Beginning at a point on the Northeast R/W line of U.S. Highway 91, Layton, Utah, said point being North 775.49 ft. and West 1548.05 ft. from the South $1/4$ Cor. Sec. 7, T4N, R1W, SLB&M and running thence $N53^{\circ}13'E$, 24.73 ft.; thence $N89^{\circ}43'40''E$, 91.16 ft.; thence $S36^{\circ}47'E$, 157.30 ft.; thence $S53^{\circ}13'W$, 98.00 ft.; thence $N36^{\circ}47'W$, along said R/W line, 211.54 ft. to the point of beginning.

Bank Parcel (Pad B):

0017
Beginning at a point on the northeast R/W line of State Highway 126, Layton, Utah, said point being North 497.95 ft. and West 1340.54 ft. from the south $1/4$ Corner of Section 7, T4N, R1W, SLB&M and running thence $N36^{\circ}47'W$, along said R/W line, 101.00 ft.; thence $N53^{\circ}13'E$, 98.00 ft.; thence $S36^{\circ}47'E$, 101.00 ft.; thence $S53^{\circ}13'W$, 98.00 ft. to the point of beginning.

The Shopping Center may also be described as follows:

Beginning at a point on the North right of way line of 2000 North Street said point being North $0^{\circ}03'10''E$ 50.00 feet and South $89^{\circ}47'W$ West 502.16 feet from the South Quarter corner of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian, and running thence North $0^{\circ}03'10''E$ 784.61 feet; thence South $89^{\circ}43'40''W$ West 1085.59 feet to the Easterly right of way line of U. S. Highway 91; thence South $36^{\circ}47'E$ East 65.00 feet along said right of way to a point being North 775.49 feet and West 1548.05 feet from the South Quarter corner of said Section 7; thence North $53^{\circ}13'E$ East 24.73 feet; thence North $89^{\circ}43'40''E$ East 91.16 feet; thence South $36^{\circ}47'E$ East 157.30 feet; thence South $53^{\circ}13'W$ West 98.00 feet to the Easterly right of way line of said U. S. Highway 91; thence South $36^{\circ}47'E$ East 34.00 feet along said highway; thence North $53^{\circ}13'E$ East 98.00 feet; thence South $36^{\circ}47'E$ East 101.00 feet; thence South $53^{\circ}13'W$ West 98.00 feet to the Easterly line of said U. S. Highway 91; thence South $36^{\circ}47'E$ East 564.04 feet along said highway to the North right of way line of 2000 North Street; thence North $89^{\circ}47'E$ East along said North line 500.69 feet to the point of beginning.

SCHEDULE II

All of that certain real property situate in the City of Layton, County of Davis, State of Utah more particularly described as follows:

09-027-0066
200.7
Beginning at a point S 89°47' W, 790.83 feet, along the section line, and N 0°03'10" E, 503.19 feet from the South $\frac{1}{4}$ corner of Section 7, T4N, R1W, S1B & M and running thence N 0°03'10" E, 200.50 feet; thence S 89°56'50" E, 240.34 feet; thence S 0°03'10" W, 200.50 feet; thence N 89°56'50" W, 240.34 feet to the point of beginning. Containing 48,188.17 sq. ft. or 1.1062 acres.

att
con