When recorded, return to: Albertson's, Inc. c/o Kimbal L. Gowland Mouleman, Miller & Cummings 960 Broadway Avenue - Snite 400 Boise, ID 83706

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RECORDER, SALT LAKE COUNTY, UTAH 96.00 HEULEMAN MILLER & CUMMINGS 960 BROADWAY AVE STE 400 BOISE ID 83706 REC BY:P ANDERSON DEPUTY - WI

#### MEMORANDUM OF SHOPPING CENTER GROUND LEASE

THIS MEMORANDUM OF SHOPPING CENTER GROUND LEASE is entered into as of the 4th day of Dacember, 1996, between Magna Investment & Development, Ltd., a Utah limited partnership ("Landlord"), and Albertson's, Inc., a Delaware corporation ("Tenant").

- Premises: Landlord and Tenant have heretofore entered into a Shopping Center 1. Ground Lease dated as of November 20, 1996 (the "Ground Lease"), whereby Landlord has leased and Tenant has hired, and Landlord does hereby lease and Tenant does hereby hire, those certain premises in the City of Sandy, County of Salt Lake, State of Utah, described in the Ground Lease and more particularly described in Schedule I attached hereto and shown as Parcel 2 on Exhibit "A" hereto ("Leased Premises"), which premises are a part of the Shopping Center described in said Ground Lease and more particularly described in said Schedule I.
- 2. Term: The term of the Ground Lease is for an interim term commencing on the date of the Ground Lease and terminating on the date the primary term commences and for a primary term of thirty (30) consecutive years commencing on the earlier of (a) the first day of the first calendar month after the date Tenant first opens those certain buildings and docks to be constructed on the Leased Premises by Tenant pursuant to the Development Agreement (attached to the Ground Lease as Exhibit "B") together with any replacement thereof and all additions, alterations and improvements thereto ("Tenant's Building") for business, and (b) the fifth (5th) anniversary of the date of the Ground Lease, and terminating on the day preceding the thirtieth (30th) anniversary of the commencement date of the primary term of the Ground Lease.
- Options for Renewal: Tenant, at Tenant's option, in accordance with the terms of the Ground Lease, may extend the term of the Ground Lease for six (6) consecutive periods of five (5) years each on the same terms and conditions, except length of term, as the Ground Lease.
- Title to Improvements: Fee title to all improvements located on the Leased Premises, together with all additions, alterations and improvements thereto, even though a part of the realty, shall remain in Tenant during the term of the Ground Lease. Upon the date of expiration or earlier termination of the Ground Lease, fee title to all improvements then located on the Leased Premises, together with all additions, alterations and improvements thereto, shall pass to and vest in Landlord. Tenant may sell any improvements located on the Leased

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Premises, together with all additions, alterations and improvements thereto, to a third party, subject, however, to the terms of the Ground Lease.

- 5. Building and Common Area Development: Article 9 of the Ground Lease provides that:
  - "9.1 (A) All buildings and other structures (except those permitted in Section 9.2(A) below) shall be placed or constructed upon Parcel 1, Parcel 2, and Pad "B" located on Parcel 3 only in the Building Areas and upon Major "A" located on Parcel 3 and upon Parcel 4 only in the Building Envelopes; provided, however, that canopies, eaves and roof overhangs (including columns or posts supporting same), normal foundations, utility cabinets and meters, signs and doors for ingress and egress may project from the Building Area or the Building Envelopes into the Common Area, and provided further that the aggregate ground floor area of all buildings placed or constructed on any such Building Area or Building Envelope shall never exceed the maximum square footage, if any, reflected on Exhibit "A" as being applicable to such Building Area or such Building Envelope. No more than one (1) building shall be located on Parcel 4.
  - (B) (1) In no event shall any buildings or other structures (except those permitted in Section 9.1(B)(2) or in Section 9.2(A) below) be placed or constructed upon Parcel 5, 6 or 7 within any "No Building Area" shown on Exhibit "A" or upon Parcel 5 within the 50 foot "Setback Line" shown on Exhibit "A". The No Building Area on Parcel 5 is intended to provide an unimpeded line of sight from 9400 South Street's west-bound traffic lanes and from 2000 East Street's south-bound traffic lanes to the primary public entrance doors of Tenant's Building as well as the main sign on Tenant's Building. Landlord may adjust the boundaries of said No Building Area with the prior written consent of Tenant so long as the stated intent is met. Tenant shall use good faith in considering any boundary adjustment request (with respect to the No Building Area on Parcel 5) from Landlord. The No Building Areas located on Parcel 6 and Parcel 7 are intended to provide an unimpeded line of sight from 2000 East Street's north-bound traffic lanes to the primary public entrance doors of Tenant's Building as well as the main sign on Tenant's Building. Landlord may adjust the boundaries of said No Building Areas with the prior written consent of Tenant so long as the stated intent is met. Tenant shall use good faith in considering any boundary adjustment request (with respect to the No Building Area on Parcels 6 and 7) from Landlord.
  - (2) Buildings whose primary entrance doors face in an easterly direction may be placed or constructed on Parcel 5 within that portion of the 50 foot "Setback Line" shown on Exhibit "A" that is located along the westerly boundary line of Parcel 5.

(C) All of the foregoing shall be constructed and maintained in accordance with all local, state and federal laws, rules and regulations applicable thereto. All portions of the Parcels (except those portions improved with Common Area improvements) on which buildings are not under construction on the date Tenant first opens Tenant's Building for business shall be planted in grass and kept weed-free and clean at Landlord's sole expense until such time as buildings are constructed thereon; provided, however, that all Building Areas on Parcels 1, 3 and 4 on which buildings are not under construction on the date Tenant first opens Tenant's Building for business shall be covered by a one inch asphalt dust cap at Landlord's sole cost and expense until such time as buildings are constructed thereon.

9.2 (A) The Common Area is hereby reserved for the sole and exclusive use of all owners of the Shopping Center, their tenants, contractors, employees, agents, customers, licensees and invitees and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants. The Common Area may be used for vehicular driving, parking (except that there shall be no multi-level parking in the Shopping Center without Tenant's prior written approval), pedestrian traffic, directional signs, sidewalks, walkways, landscaping, perimeter walls and fences, parking lot lighting, recycle centers, cart corrals, utilities and Service Facilities and for no other purpose unless otherwise specifically provided in this Ground Lease; provided, however, that the Common Area located in Phases 2, 3 and 4 may also be used for such other uses as may from time to time become generally accepted uses for common areas in first class shopping centers of comparable size and nature located in the same geographic area as the Shopping Center. No buildings or structures not shown on the Construction Documents approved pursuant to the Development Agreement shall be placed or constructed in the Common Area located in Phase 1 except pylon, monument and directional signs (as provided in Article 11 [Operation of Common Area]), paving, bumper guards or curbs, landscape planters, lighting standards, perimeter walls and fences, utility pads and equipment, recycle centers, cart corrals, sidewalks and, to the extent that they are located, and do not impede access, to the rear or sides of buildings, Service Facilities. The Common Area shall be constructed in accordance with the site plan attached hereto as Exhibit "A" and shall be kept and maintained as provided for in Article 12 (Common Area Maintenance). Prior to (or in conjunction with) the construction of building improvements on Parcels 5, 6 and 7, the Common Area

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improvement work on each such Parcel [including, without limitation, the construction of sufficient parking spaces to satisfy the parking requirements of Section 9.2(C) or, in the case of Parcel 7, the parking requirements of Section 15.2(D)] shall be completed by Landlord, at Landlord's sole cost and expense. The Common Area improvement work shall be completed by Landlord before the occupancy of any building constructed or placed on such Parcel shall be permitted. All portions of a Building Area (or Building Envelope) and Parcels 5, 6 and 7 which cannot be (or are not) used for buildings shall be developed and maintained as improved Common Area by Landlord, at Landlord's sole cost and expense. The sizes and arrangements of the Common Area improvements located in Phase 1, 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 prior written approval of Landlord and Tenant; provided, however, that nothing contained in this Section 9.2 shall be in any way interpreted or construed to require the approval of any person to the expansion of Tenant's Building into the Expansion Area shown on Exhibit "A" or to the construction, alteration or relocation of any Service Facilities to the extent that they are located, and do not impede access, to the rear or sides of buildings.

- (B) The configuration of the buildings on Major "A" located on Parcel 3 and Pad "A" located on Parcel 4 may be altered within the Building Envelopes shown on Parcel 3 (for Major "A") and on Parcel 4, but the aggregate floor area of all buildings contained on said Parcels shall in no event exceed the maximum square foctage assigned on Exhibit "A" to Parcel 3 (for Major "A") and to Parcel 4, respectively. In the event that any Common Area improvements on Parcel 3 or Parcel 4 must be altered from those shown on Exhibit "A" in order to accommodate a change in the configuration of a building on Major "A" located on Parcel 3 or Pad "A" located on Parcel 4 as permitted above, such alterations shall only be done in accordance with a site plan approved in writing by Tenant prior to the construction or alteration of the pertinent Common Area improvements.
- (C) All Common Area improvement work and changes to the Common Area improvements and any and all proposed building plans, specifications and related information for all development in the Shopping Center shall include sufficient parking spaces to maintain a ratio of not less than five (5) parking spaces for each one thousand (1,000) square feet of Building Area over the entire Shopping Center. Additionally, the combined total number of parking spaces in Phases 1 and 4 shall be sufficient to maintain a ratio of not less than five (5) parking spaces for each one thousand (1,000) square feet of Building Area in Phases 1 and 4 combined; and the combined total number of parking spaces in Phases 2 and 3 shall be sufficient to maintain a ratio of not less than five (5) parking spaces for each one thousand (1,000) square feet of Building Area in Phases 2 and 3 combined.

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- 9.3 (A) (1) As set forth in Section 3.1 (Development Planning) of the Development Agreement, a project architect shall establish the architectural theme(s) for all buildings in the Shopping Center in consultation with Landlord and Tenant [who must both approve the architectural theme(s)]. Each building in the Shopping Center, now and in the future, shall be of first quality construction and architecturally designed so that its exterior elevations (including, without limitation, signs and color) will be architecturally and aesthetically compatible and harmonious with the architectural theme(s) established for all buildings in the Shopping Center. The architectural theme(s) established for all buildings in the Shopping Center shall not be modified without the prior written approval of Landlord and Tenant.
- (2) No building may be constructed on Parcel 1, 2, 3 or 4 nor the exterior of any existing building on any such Parcel changed in any way (including, without limitation, signs and color) without the prior written approval of Landlord and Tenant as to the exterior elevations (including, without limitation, signs and color) of the building to be constructed or modified; provided, however, that the standard signs and logos of Tenant as they may exist from time to time (including, without limitation, signs identifying banking and/or financial services located within Tenant's Building) and the opening, closing or relocation of any door, however, shall not require approval. Before the construction of any building or any modification of an existing building which requires approval is commenced (i.e., on Parcel 1, 2, 3 or 4), sufficient information shall be sent to Landlord and Tenant to enable Landlord and Tenant to make a reasonable determination as to the architectural and aesthetic compatibility of said building or modification with the architectural theme(s) established for all buildings in the Shopping Center. Neither Landlord or Tenant may arbitrarily or unreasonably withhold its approval of the proposed building or modification if it is architecturally and sesthetically compatible and harmonious with the architectural theme(s) established for all buildings in the Shopping Center. Landlord and Tenant must each approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and, if such party disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproval. If Landlord or Tenant rejects or disapproves the proposal and fails to provide such explanation within the thirty (30) day period, such party 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 would 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.
- (3) While the information submittal and approval processes described in Section 9.3(A)(2) are not applicable to buildings placed or constructed on Parcels 5, 6 and 7, the requirements of Section 9.3(A)(1) are applicable to each building in the

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Shopping Center, and Landlord and Tenant shall have the right (in addition to all other remedies set forth in this Ground Lease or provided by law or in equity) to enjoin any violation or threatened violation in a court of competent jurisdiction.

- (B) (1) 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 subsection (B) is to allow buildings built on each Parcel to be fire rated as separate and distinct units without deficiency charge.
- (2) It is contemplated that Tenant's Building will be constructed to meet the standards imposed for a Type 3N (non-rated) Occupancy Group M building (Uniform Building Code). A higher rating would cause Tenant's construction costs to be substantially higher. No building(s) shall be placed or constructed adjacent to Tenant's Building in a manner that would cause Tenant's Building to lose its non-rated status.
- (C) No building shall be built in such a manner as to adversely affect the structural integrity of any other building in the Shopping Center.
- (D) All buildings on Parcels 1, 2, 5, 6 and 7 and the Major "A" Building Envelope located on Parcel 3 shall be single story with mezzanine permitted and shall not exceed thirty-one (31) feet in height, except for the peak of the architectural design feature located at the front entry of Tenant's Building, which shall not exceed forty (40) feet in height. No building on Parcel 4 shall exceed one (1) story and twenty-one (21) feet in height (including mechanical fixtures and equipment and screening for same). No building on the Pad "B" Building Area located on Parcel 3 shall exceed one (1) story and twenty-five (25) feet in height (including mechanical fixtures and equipment and screening for same). No mezzanine or basement shall be used for the sale or display of merchandise.
- (E) Tenant, as to Tenant's Building, and Landlord, as to all other buildings in the Shopping Center, shall maintain or cause to be maintained the exterior of its building(s) in a quality and condition comparable to that of first class shopping centers of comparable size and nature located in the same geographic area as the Shopping Center. All Service Facilities shall be attractively screened from view from the parking areas.
- 9.4 (A) All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any building, sign or Common Area improvements located in the Shopping Center (including, without limitation the Phase 1 Site Work and the

Future Phases Site Work) shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (i) access to or from the Shopping Center, or any part thereof, to or from any public right-of-way, (ii) customer vehicular parking in that portion of the improved Common Area located in front of any building constructed in the Shopping Center, or (iii) the receiving of merchandise by any business in the Shopping Center including, without limitation, access to Service Facilities. Staging for the construction, replacement, alteration or expansion of any building, sign or Common Area improvements located in the Shopping Center including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of construction vehicles and equipment shall be limited to that portion of the Shopping Center approved in writing by Landlord and Tenant. Tenant, as to any work performed by Tenant or its subtenants, and Landlord, as to any work performed by Landlord, its tenants or subtenants, which party is hereafter referred to as the "Contracting Party", shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all buildings, signs and Common Area improvements damaged or destroyed in the performance of such work.

- (B) The Contracting Party shall not permit any liens to stand against any Parcel for any work done or materials furnished in connection with the performance of the work described in subsection (A) above; provided, however, that the Contracting Party may contest the validity of any such lien, but upon a final determination of the validity thereof, the Contracting Party shall cause the lien to be satisfied and released of record. The Contracting Party shall, within thirty (30) days after receipt of written notice from the other party, cause any such outstanding lien or claim of lien to be released of record or transferred to bond in accordance with applicable law, failing which the other party shall have the right, at the Contracting Party's expense, to transfer said lien to bond as provided by law. The Contracting Party shall indemnify, defend and hold harmless the other party from and against any and all liability, claims, demands, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action, arising out of or in any way connected with the performance of such work, unless caused by the negligent or willful act or omission of the indemnified party, its tenants, subtenants, agents, contractors or employees.
  - (C) The parties acknowledge and agree that incidental encroachments upon the Common Area may occur as a result of the use of ladders, scaffolds, store front barricades and similar facilities in connection with the construction, maintenance, repair, replacement, alteration or expansion of buildings, signs and Common Area improvements located in the Shopping Center, all of which are permitted hereunder so long as all activities requiring the use of such facilities are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with

use of the improved Common Area or with the normal operation of any business in the Shopping Center.

- 9.5 In the event all or any portion of any building in the Shopping Center is (i) damaged or destroyed by fire or other casualty, or (ii) taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, Tenant, as to Tenant's Building, and Landlord, as to all other buildings located in the Shopping Center, shall promptly restore or cause to be restored the remaining portion of such building or, in lieu thereof, shall remove or cause to be removed the damaged portion of such building together with all rubble and debris related thereto. All such Building Areas on which buildings are not reconstructed following a casualty or condemnation shall be graded or caused to be grader by Landlord or Tenant, as the case may be, to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Shopping Center or any portion thereof, shall be covered by a one inch asphalt dust cap and shall be kept weed free and clean at said party's sole cost and expense until buildings are reconstructed thereon.
- 9.6 Upon thirty (30) days prior written notice from Tenant, Landlord shall provide Tenant with a current as-built site plan of the Shopping Center certified to be accurate by Landlord.
- 9.7 The Phase 1 Site Work shall be performed pursuant to the Development Agreement, and it is contemplated that the Development Agreement will terminate (pursuant to Article 18 thereof) prior to the expiration of the term of this Ground Lease. Except as otherwise shown on Exhibit "A" or as otherwise provided in the Development Agreement, development of Phases 2, 3 and 4 (including the Future Phases Site Work) may take place at such later date as Landlord and its successors and assigns shall determine. All such development work shall be in full compliance with all of the provisions of this Ground Lease, including, but not limited to, this Article 9. In no event shall Tenant be obligated to pay any fees, charges or other costs of any nature whatsoever in connection with or otherwise directly or indirectly related in any way to the Future Phases Site Work or to any other development work in the Shopping Center other than the Phase 1 Site Work, the construction of Tenant's Building and the installation of Albertson's Pylon Signs (as provided in Section 11.3(A) of this Ground Lease). Landlord shall require that each contractor hired to perform each part or portion of the Future Phases Site Work provide (i) commercial general liability and broad form property damage insurance insuring Landlord and Tenant in connection with the performance of such work, in accordance with all requirements set forth in Exhibit "C" attached to the Development Agreement (the "Insurance Requirements"), which exhibit is incorporated herein by this reference as if fully set forth herein word for word, and (ii) a performance bond and labor and material payment bond in the amount of each respective contract sum, in the form of The American Institute of Architects

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Document A312 (December 1984 Edition) or other form approved by Tenant. Landlord shall provide Tenant with a copy of the performance and labor and material payment bonds, which bonds shall name Landlord and Tenant as obligees, and Landlord shall. cause Tenant to be provided with all of the policies, certificates and related information required pursuant to the Insurance Requirements. Should Landlord default in the progress upon or completion of any of the Future Phases Site Work or in providing the insurance or performance and labor and material payment bonds described above, Tenant may complete all or any portion of such work in any commercially reasonable manner in accordance with the construction documents prepared therefor and provide the required insurance and performance and labor and material payment bonds without liability for any costs incurred by Landlord, its agents, contractors, subcontractors or employees for any work performed by Tenant subsequent to the date of default. Tenant shall also have the right to deduct from Annual and Bonus Rent thereafter becoming due all costs incurred by Tenant to perform Landlord's obligations. Those matters related to the development of Phases 2, 3 and 4 with respect to which Tenant's approval must be obtained (e.g., a change in architectural theme) shall be deemed approved by Tenant only if such matter is signed by Tenant's Vice President, Architecture and Engineering."

# 6. Easements: Article 10 of the Ground Lease provides that:

- "10.1 Each party, as grantor, hereby grants to the other party, its respective tenants, contractors, employees, agents, customers, licensees and invitees, and the customers, contractors, employees, agents, licensees and invitees of such tenants, for the benefit of each Parcel belonging to the other party, as grantee, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicular parking upon, over and across that portion of the Common Area located on the grantor's Parcel(s), except for those areas devoted to Service Facilities or driveup or drive through customer service facilities. The reciprocal rights of ingress and egress set forth in this Section 10.1 shall apply to the Common Area for each Parcel as such area shall be increased pursuant to Section 9.2.
- 10.2 (A) Each party, as grantor, hereby grants to the other party, for the benefit of each Parcel belonging to the other party, as grantee, a nonexclusive easement under, through and across the Common Area of the grantor's Parcel(s) for the installation, operation, maintenance, repair and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones, electrical conduits or systems, gas mains and other public or private utilities. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service (including temporary service required during the construction,

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maintenance, repair, replacement, alteration or expansion of any buildings or improvements located in the Shopping Center). The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the improved Common Area or with the normal operation of any business in the Shopping Center. The grantee shall bear all costs related to the installation, operation, maintenance, repair and replacement of such easement facilities, and shall repair to the original specifications any damage to the Common Area resulting from such use and shall provide as-built plans for all such easement facilities to the other party within thirty (30) days after the date of completion of construction of same.

- (B) At any time and from time to time either party 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 party, provided that any such relocation (i) shall be performed only after sixty (60) days notice of the party's intentions to undertake the relocation shall have been given to the other party provided such other party is served by the utility line or facility, (ii) shall not unreasonably interfere with or diminish utility service to the other Parcels served by the utility line or facility, (iii) shall not reduce or unreasonably impair the usefulness or function of the utility line or facility, (iv) shall be performed without cost or expense to the other party and, (v) shall provide for the original and relocated area to be restored to the original specifications. The party performing such relocation shall provide as-built plans for all such relocated utility lines and facilities to the other party within thirty (30) days after the date of completion of such relocation.
- (C) Each party agrees to execute such additional easements as are reasonably required by any public or private utility for the purpose of providing the utilities described herein provided such easements are not otherwise inconsistent with the provisions of this Ground Lease.
- 10.3 Each party, as grantor, hereby grants to the other party, for the benefit of each Parcel belonging to the other party, as grantee, an easement under, through and across the Common Area of the grantor's Parcel(s) for the installation, operation, maintenance, repair and replacement of the free-standing signs referred to in Section 11.3 and all utility lines and facilities appurtenant thereto. Except where otherwise specifically stated herein to the contrary, the grantee shall bear all costs related to the installation, maintenance, repair and replacement of its free-standing sign and appurtenant facilities, and shall repair to the original specifications any damage to the Common Area resulting from such use, and shall provide as-built plans for all such facilities to the other party within thirty (30) days after the date of completion of construction of same.

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- 10.4 Each party, as grantor, hereby grants to the other party, for the benefit of each Parcel belonging to the other party, as grantee, an easement for any portion of any building or structure located on any such Parcel which may encroach into or over the grantor's adjoining Parcel(s); 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.
- 10.5 Landlord, as grantor, hereby grants to Tenant, its tenants, contractors, employees, agents, customers, licensees and invitees, and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants, as grantees, for the benefit of Parcel 2, a perpetual non-exclusive easement for ingress and egress by vehicular and pedestrian traffic upon, over and across that portion of the Common Area located on the grantor's Parcel(s) shown on Exhibit "A" as "Permanent Service Drive" and "Permanent Access Drive" and more particularly described in Schedules II and III, respectively, attached hereto and incorporated herein by this reference. Anything in this Ground Lease to the contrary notwithstanding, in no event shall any aspect of any easement granted in this Section 10.5 be changed, altered, modified or terminated without the prior written approval of Tenant."

### 7. Operation of Common Area: Article 11 of the Ground Lease provides that:

- "11.1 There shall be no charge for parking in the Common Area without the prior written consent of Landlord and Tenant or unless otherwise required by law.
- 11.2 Anything in this Ground Lease 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 with the prior written consent of Landlord and Tenant. In the event employee parking areas are designated as provided herein, then employees of any owner or 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 two hundred (200) feet of the front of the buildings on any of Parcels 1, 2 or 3. The authority herein granted shall be exercised in such manner as not to discriminate against any owner or occupant of the Shopping Center.
- 11.3 (A) Subject to governmental approval, a free-standing sign shall be erected at both of the two (2) locations designated "Albertson's & Center Pylon Sign" on Exhibit "A" (hereinafter referred to as "Albertson's Pylon Sign"). Both such signs shall display the designation of Tenant or other occupant of the Leased Premises [including, without limitation, at the option of Tenant (or other occupant of the Leased Premises) and as part of the designation otherwise permitted to Tenant (or other occupant of the Leaset' :emises), signs identifying banking and/or financial services located within

Tenant's Building whether or not such banking and/or financial services would otherwise qualify hereunder for the display of a designation on an Albertson's Pylon Sign] and, provided the amount of signage otherwise permitted by governmental authority to Tenant (or other occupant of the Leased Premises) is not adversely affected thereby, designations for not more than three (3) other businesses in the Shopping Center. Any such business, in order to display its designation on an Albertson's Pylon Sign, must occupy not less than 20,000 square feet of ground floor area in the Shopping Center. The cost of constructing, installing, maintaining, repairing and replacing the Albertson's Pylon Sign structures (excluding electrical hookup to the Common Area meter) shall be paid by Landlord and Tenant in the proportion that the total square footage of each party's designation or designations bears to the total square footage of all designations entitled to be displayed thereon. Each person displaying a designation on an Albertson's Pylon Sign shall supply and maintain its own sign fascia and can. The design of both Albertson's Pylon Sign structures shall be subject to the approval of Landlord and Tenant, as shall be the size, design and location of the sign fascia used; provided, however, that the occupant of the Leased Premises (including, without limitation, persons providing banking and/or financial services within Tenant's Building) and other persons occupying not less than 20,000 square feet of ground floor area in the Shopping Center may use such standard fascia as they from time to time use generally in carrying on their businesses. Tenant (or other occupant of the Leased Premises) shall have the top designation on both Albertson's Pylon Signs. Landlord shall have the right to substitute a Shopping Center designation for any one of its business designations.

(B) In addition to the foregoing Albertson's Pylon Signs, Landlord shall have the right to erect a free-standing sign at both of the two (2) locations designated "Center Pylon Sign" on Exhibit "A", subject to governmental approval, and provided the signage described in this subsection (B) does not interfere with or impair the installation and use of the Albertson's Pylon Signs or otherwise adversely affect the amount of signage otherwise permitted by governmental authority in connection with the Albertson's Pylon Signs. Both Center Pylon Signs may display designations for not more than three (3) businesses in the Shopping Center (but not Tenant unless the opportunity to be designated on the signage is, sometime in the future, offered by Landlord and accepted by Tenant, in writing), and any such business, in order to display its designation on a Center Pylon Sign must occupy not less than 20,000 square feet of ground floor area in the Shopping Center. The cost of constructing, installing, maintaining, repairing and replacing the Center Pylon Sign structures shall be paid by Landlord. Each person displaying a designation on a Center Pylon Sign shall supply and maintain its own sign fascia and can. The design of both Center Pylon Sign structures shall be subject to the approval of Landlord and Tenant, as shall be the size, design and location of the sign fascia used; provided, however, that persons occupying not less than 20,000 square feet of ground floor area in the Shopping Center may use

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such standard fascia as they from time to time use generally in carrying on their businesses. Landlord shall have the right to substitute a Shopping Center designation for any one of its business designations.

- (C) There shall be no other signs, except directional signs and signs on buildings, in the Shopping Center. All exterior building signs (except Tenant's exterior building signs) shall be restricted to identification of the business or service located or provided therein. No exterior building sign shall be placed on penthouse walls, extend above the building roof or be painted on the exterior building surface. No exterior building or free-standing sign shall utilize flashing, moving or audible lights or appurtenances.
- 11.4 Landlord and Tenant shall each have the right to take such steps as it deems necessary to prevent those persons not authorized by this Ground Lease to use the Common Area from using the Common Area for ingress, egress and parking. Such steps shall include, without limitation, the construction of fences, walls or barricades along the boundary lines of any portion of the Shopping Center. Except as otherwise provided in Section 15.2(D) below, in no event shall any fences, walls or barricades be constructed along the common boundary line of any Parcel with any other Parcel.
- No portion of the Common Area, except sidewalks, shall be used for the 11.5 sale or display of merchandise; provided, however, that the seasonal sale of merchandise by Tenant (or other occupant of the Leased Premises) shall be permitted from the parking lot located on the Leased Premises subject to the following restrictions: (i) sales shall be limited to not more than four (4) occasions per calendar year for a cumulative total of not more than sixty (60) days duration, (ii) the sales area shall be limited to not more than twenty (20) parking spaces located on the Leased Premises, (iii) all booths, stands, displays and other structures erected in connection with such sales shall be promptly removed by Tenant (or other occupant of the Leased Premises) upon termination of said activities, (iv) the Common Area shall be promptly repaired to its condition immediately prior to said sale at the sole cost and expense of Tenant (or other occupant of the Leased Premises), and (v) sales shall not interfere with (A) the free movement of pedestrian traffic within the Shopping Center (including, without limitation, sidewalks) or vehicular traffic within the Shopping Center, or (B) access to or from the Shopping Center, or any part thereof, to or from any public rightof-way."
- 8. Shopping Center Use Restrictions: Article 15 of the Ground Lease provides that:
  - "15.1 (A) 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

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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); as a bakery or delicatessen; or for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption; provided, however, that (i) a restaurant that bakes its own bread for sandwiches, such as a Subway or Blimpies restaurant, shall not be restricted by this Section 15.1(A) so long as the bakery portion of such facility does not exceed 2,000 square feet of floor area nor shall a restaurant that serves bagels as part of its restaurant operations be restricted, (ii) restaurants located on Parcels 5, 6, and 7 may make incidental sales of bakery or delicatessen items for off-premises consumption; and (iii) "single-line" specialty food shops whose primary identity is related to a single food product such as bagels, cinnamon rolls, honey-baked hams, etc., shall be permitted on Parcels 5, 6 and 7 so long as no such facility exceeds 3,500 square feet of floor area. For purposes of clause (ii) above, "incidental sales" shall mean total gross receipts of the restaurant from bakery or delicatessen items not exceeding thirty percent (30%) of the total gross receipts from all of the restaurant's sales.

- (B) No part of the Shopping Center other than the Leased Premises shall be used for the sale of alcoholic beverages for off-premises consumption or for the sale or offer for sale of any ethical pharmaceutical products requiring the services of a registered pharmacist; provided, however, that no ing contained in this Section 15.1(B) shall restrict (i) the operation of one (1) liquor ore outside the Leased Premises so long as said liquor store is occupied and operated by the State of Utah, (ii) the operation of one (1) gasoline station on Parcel 5, 6 or 7 with a "snack mart" that shall be permitted to sell beer for off-premises consumption, or (iii) the operation of one (1) drug store on Parcel 3 or Parcel 7 so long as said drug store contains in excess of 20,000 square feet of floor area and is occupied and operated by a National Chain Drug Store. For the purpose of this Ground Lease, a "snack mart" shall be deemed to be a retail operation that sells foods for off-premises consumption only that are "fast food" or "snack foods". To assure that the snack mart will have this type of orientation (rather than the miniature supermarket orientation of a 7-11 or Circle K), the snack mart building shall not exceed 2,000 square feet of floor area and shall be prohibited from selling the following products: (a) dairy products (larger than one quart size), (b) eggs by the dozen, (c) bread by the loaf, (d) laundry or dishwashing detergents, (e) bread or flour (larger than one pound size), and (f) cereal products (larger than six ounce size).
- 15.2 (A) No part of the Shopping Center shall be used as a bar, tavern, cocktail lounge, adult book or adult video store, automotive maintenance or repair facility [except as expressly permitted by Section 15.2(B)], warehouse, car wash, entertainment or recreational facility [except as expressly permitted by Section 15.2(C)] or training or educational facility [except as expressly permitted by Section 15.2(C)]; for the renting, leasing or selling of or displaying for the purpose of renting, leasing or selling

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of any boat, motor vehicle or trailer; or for industrial purposes. For the purpose of this Section 15.2, the parase "entertainment or recreational facility" shall include, without limitation, a theater, bowling alley, skating rink, gym, health spa or studio, dance hall, billiard or pool hall, massage parlor, game parlor or video areade (which shall be defined as any store containing more than four [4] electronic games). The phrase "training or educational facility" shall include, without limitation, a beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees as opposed to customers.

- (B) Automotive maintenance or repair facilities (such as a quick-lube, glass repair, tune-up or tire store) shall be permitted only on Parcels 5, 6 and 7 and shall only be permitted if (1) there is no overnight outside storage of vehicles, merchandise or other materials nor any repair work performed outside of any such facility, and (2) the premises are maintained in a neat and clean condition at a level of quality at least comparable to the remainder of the Shopping Center.
- (C) A bowling alley, skating rink, gym, health spa or studio or training or educational facility shall be permitted only on Parcel 7, and shall only be permitted if (1) the primary public entrance doors to all such types of businesses are at least five hundred (500) feet away from all parts of the Building Area of the Leased Premises, and (2) the combined aggregate floor area of all such types of businesses on Parcel 7 and any theater constructed on Parcel 7 pursuant to Section 15.2(D) below does not exceed 50,000 square feet.
- (D) (1) A theater shall be permitted only on Parcel 7, and shall only be permitted if (1) no part of the theater building is located east of the "Setback Line for Theater" shown on Exhibit "A", (b) the floor area of the theater does not exceed 50,000 square feet and all primary public entrance doors to the theater are at least five hundred (500) feet away from all parts of the Building Area of the Leased Premises, (c) the combined aggregate floor area of any theater and any bowling alley, skating rink, gym, health spa or studio or training or educational facility constructed on Parcel 7 does not exceed 50,000 square feet, and (d) there are sufficient parking spaces on Parcel 7 to maintain a ratio of not less than one (1) parking space for every four (4) seats in the theater building or to satisfy the parking requirements of Section 9.2(C) above, whichever standard is more stringent (the "Theater Parking Standard"). To the extent the size of the theater would otherwise be restricted by the Theater Parking Standard, the maximum Building Area sizes assigned to Pad "B" and Major "A" on Exhibit "A" may be reduced [by an amendment to this Ground Lease (hereinafter called the "Theater Size Amendment"), which amendment shall be fully executed by Landlord and Tenant prior to the commencement of the construction of the theater building and shall include a revised Exhibit "A" site plan] to the extent necessary to then (by utilizing for theater parking that portion of Major "A" and Pad "B" which was Building Area prior to the

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Theater Size Amendment) satisfy the Theater Parking Standard. The intent of this Section 15.2(D) is to minimize the impact of the theater customers on parking available to Tenant's customers in the Shopping Center and to also have the theater parking to the east of the "Setback Line for Theater" shown on Exhibit "A". In the event that the described configuration is unacceptable to a substantial theater operator (defined as a theater business desiring to locate in the Shopping Center which also operates at least twenty-five (25) other theaters in three (3) or more states, all under the same trade name) then both Landlord and Tenant agree to review an alternative configuration for the theater which achieves the described intent.

- (2) In the event the theater exceeds 40,000 square feet of floor area and Tenant determines, in Tenant's sole discretion, that the impact of the theater customers on parking available to Tenant's customers on the Leased Premises is materially adversely affecting Tenant's business on the Leased Premises, Landlord shall, as an item of Common Area maintenance, not later than ninety (90) days after Landlord receives a written demand therefor from Tenant, construct a pedestrian traffic barricade [not less than four (4) feet in height] running west to east (and running down the middle of a double row of parking) as closely as practical along the common boundary line between Phase 1 and Phase 4 as shown on Exhibit "A" (the "Initial Barrier"); provided, however, in the event there has been a Theater Size Amendment as provided above in Section 15.2(D)(1), the location of the Initial Barrier shall be relocated northward to a line located along the southern line of the Major "A" Building Envelope shown on the revised Exhibit "A" site plan to be included as a part of the Theater Size Amendment, and said Initial Barrier shall continue to run west to east (and run down the middle of a double row of parking) across the Common Area of Parcel 3. In no event shall the Initial Barrier be constructed across any Permanent Service Drive or Permanent Access Drive or the drive aisle shown on Exhibit "A" as running north to south in front (i.e., east) of Tenant's Building and Major "A". In the event Tenant determines, in Tenant's sole discretion, that, notwithstanding the construction of the Initial Barrier, the impact of the theater customers on parking available to Tenant's customers on the Leased Premises continues to materially adversely affect Tenant's business on the Leased Premises, Landlord shall, as an item of Common Area Maintenance, not later than forty-five (45) days after Landlord receives a written demand therefor from Tenant, modify the Initial Barrier so that it also crosses (running west to east) and barricades the drive aisle shown on Exhibit "A" as running north to south in front (i.e., east) of Tenant's Building and Major "A".
- 15.3 (A) No part of Parcel 3 within one hundred fifty (150) feet of the Building Area of the Leased Premises shall be used as a medical, dental, professional or business office. The combined aggregate floor area of all medical, dental, professional and business offices located on Parcel 3 shall not exceed 6,000 square feet. No single medical, dental, professional, or business office located on Parcel 3 shall exceed 3,000

square feet of floor area. All primary public entrance doors to all medical, dental, professional and business offices located on Parcel 1 shall face in a northerly or westerly direction. At least fifty percent (50%) of all primary public entrance doors to the businesses located on Parcel 1 shall face in a northerly or westerly direction. No part of Parcel 1 or 3 shall be used as a military recruiting center.

- (B) (1) No part of the eastern one-half of the Building Area located on Parcel 1 shall be used as a restaurant. No single restaurant located on Parcel 1 shall exceed 3,000 square feet of floor area. The combined aggregate floor area of all restaurants and medical, dental, professional and business offices located on Parcel 1 shall not exceed 4,500 square feet. All primary public entrance doors to all restaurants located on Parcel 1 [except any restaurant permitted pursuant to Section 15.3(B)(3)] shall face in a northerly or westerly direction.
- (2) No part of Parcel 3 within one hundred fifty (150) feet of the Building Area of the Leased Premises shall be used as a restaurant. The combined aggregate floor area of all restaurants located on Parcel 3 shall not exceed 6,000 square feet. No single restaurant located on Parcel 3 shall exceed 3,000 square feet of floor area.
- (3) Notwithstanding the location restrictions on restaurants set forth in Sections 15.3(B)(1) and 15.3(B)(2), two (2) restaurants offering only fully prepared "take-out" food and no "sit-down" service shall be permitted on either Parcel 1 or 3 (or one (1) such restaurant on each such Parcel) provided that neither restaurant shall (i) be located within fifty (50) feet of the Building Area of the Leased Premises, or (ii) exceed 1,500 square feet of floor area. This Section 15.3(B)(3) shall only be construed as an exception to the location restrictions in Sections 15.3(B)(1) and 15.3(B)(2) and shall not increase the maximum aggregate square footage of restaurants permitted on Parcel 1 (i.e., 4,500 square feet) or Parcel 3 (i.e., 6,000 square feet).
- (C) On Parcel 4, one (1) of the following types of restaurants shall be permitted: (i) a single "fast-food" restaurant not exceeding 4,500 square feet of floor area, which does not serve alcoholic beverages, (ii) a single "family style" restaurant not exceeding 4,000 square feet of floor area, which does not serve alcoholic beverages, or (iii) a single restaurant not exceeding 3,500 square feet of floor area which may make incidental sales of alcoholic beverages [i.e., the total gross receipts from sales of alcoholic beverages shall not exceed thirty percent (30%) of the total gross receipts from all of the restaurant's sales] for on-premises consumption. The building located on Parcel 4 may be as large as 5,000 square feet of floor area so long as said building has demising walls causing it to have more than one premises and more than one business operating therefrom; provided, however, if any sales of alcoholic beverages are made from Parcel 4, the building located on Parcel 4 shall not exceed 3,500 square feet of floor area.

- (D) Restaurants may make incidental sales of alcoholic beverages for onprem. es consumption provided that (i) the restaurant is located on (a) Parcel 4 (subject, however, to the size limitations imposed by Section 15.3(C) on restaurants serving alcoholic beverages), (b) Parcel 5 [provided, however, that none of the primary public entrance doors to restaurants located on the western one-half of Parcel 5 (unless said restaurant is located north of the "No Building Area" on Parcel 5) shall face in a southerly or westerly direction], (c) Parcel 6, or (d) the eastern one-third of Parcel 7, (ii) the total gross receipts of the restaurant from alcoholic beverage sales shall not exceed thirty percent (30%) of the total gross receipts from all of the restaurant's sales, and (iii) the restaurant may not include live music or a dance floor.
- 15.4 No restaurant, bank or other facility featuring vehicular driveup or drive through customer service shall be located on Parcels 1, 3 or 4 unless Tenant has first given its written consent [both parties shall follow the procedure for approvals set forth in Section 9.3(A)], which shall not be unreasonably withheld, to the location, parking and drive lanes of such facility. Tenant hereby approves the vehicular driveup and drive through customer service facilities shown on Exhibit "A".
- 15.5 There shall be no open or enclosed malls in the Shopping Center unless Tenant has first given its written consent, which shall not be unreasonably withheld, to the location of the entrance to such mall."
  - 9. General Provisions: Article 28 of the Ground Lease provides that:

- "28.1 All of the provisions contained in this Ground Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.
- 28.2 Each easement, covenant and restriction on a Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and each part thereof, shall run with the land and shall be binding upon the parties, their heirs, personal representatives, successors and assigns, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise.
- 28.3 In the event of any violation or threatened violation by any person of any of the easements, covenants or restrictions contained in this Ground Lease, Landlord and Tenant shall each 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 Ground Lease.

- 28.4 If any term, covenant, condition or agreement of this Ground Lease or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Ground Lease or the application of such term, covenant, condition or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition or agreement of this Ground Lease shall be valid and shall be enforced to the extent permitted by law.
- 28.5 The captions and headings in this Ground Lease are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.
- 28.6 This Ground Lease contains the entire agreement between the parties hereto and supersedes all prior agreements, oral and written, with respect to the subject matter hereof. The provisions of this Ground Lease shall be construed as a whole and not strictly for or against any party.

- 28.7 In construing the provisions of this Ground Lease and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.
- 28.9 In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.
- 28.10 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 purpose whatsoever, it being the intention of the parties that this Ground Lease shall be strictly limited to and for the purposes herein expressed.
- 28.11 The provisions of this Ground Lease are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.
- 28.12 This Ground Lease is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein."
- 10. Lease Incorporated: All the terms, conditions and covenants of the Ground Lease, which may be inspected at the offices of Landlord at Magna Investment & Development, Ltd., 36 East 3750 South, Post Office Box 65827, Salt Lake City, Utah 84165-0827, or the offices of Tenant at Albertson's, Inc., 250 Parkcenter Boulevard, Post Office Box 20, Boise, Idaho 83726, are incorporated herein by this reference. This instrument is merely a

memorandum of the Ground Lease and is subject to all of the terms, conditions and provisions thereof. In the event of any inconsistency between the terms of this instrument and the Ground Lease, the terms of the Ground Lease shall prevail as between the parties.

TENANT:

Its:

Albertson's, Inc.,

Page 20

a Delaware corporation

William H. Arnold

Vice President, Real Estate Law

EXECUTED as of the day and year first above written.

LANDLORD:

Magna Investment & Development, Ltd., a Utah limited partnership

By: Allied Services, Inc., a Utah corporation

Its: General Partner

Name (Print): MICHAEL 5. Papavilentas
Its: Executivas Usa Prica de

Title

(i:\125.295\doc\lease1.mcm)

STATE OF UTAH

) SS.

County of Salt Lasce

The foregoing instrument was acknowledged before me this 15th day of December, 1996, by Michael T. Papan 1005, the Executive Vice-President of Allied Services, Inc., a Utah corporation, which executed the foregoing instrument as the general partner of Magna Investment & Development, Ltd., a Utah limited partnership.

NATELEN R. MASSEY
1245 E. Brickyard Sto. 250
Sant Lake City, Utah 04 100
My Commission Expires
August 8, 1993
Biato of Utah

Notary Public for Utan

Residing at Salt Lare County

My commission expires: 8-8-9-

STATE OF IDAHO ) ss.

On this day of Nevember, 1996, before me, the undersigned, a Notary Public in and for said state, personally appeared William H. Arnold, known or identified to me to be the Vice President, Real Estate Law of Albertson's, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affired my official seal the day and year in this certificate first above written.



NOTARY PUBLIC for Idaho
Residing at Buse
My commission expires: 4/38/3000



# GREAT BASIN ENGINEERING - NORTH

3544 Lincoln Avenue • Suite #11 • P.O. Box 9307 • Cgden, Utah 84409 (801) 394-4515 • (801) 521-0222 • Fax (801) 392-7544

#### SCHEDULE I

November 5, 1996

## LITTLE COTTONWOOD CENTER

### PARCEL NO. 1

A part of the Northeast Quarter of Section 9, Township 3 South, Range 1 Fast, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the South line of 9400 South Street which is 61.31 feet South 0'08'12" West along the East line of said Quarter Section and 1001.22 feet South 89'48'32" West along said South line of street from the Northeast corner of said Quarter Section; running thence South 211.45 feet; thence West 161.01 feet; thence North 6.00 feet; thence West 70.56 feet; thence North 4.00 feet; thence West 22.09 feet; thence North 0'11'28" West 200.60 feet to said South line of 9400 South Street; thence North 89'48'32" East 254.33 feet along said South line of Street to the point of beginning.

Contains 1.216 Acres



# GREAT BASIN ENGINEERING - NORTH

3544 Lincoln Avenue • Suite #11 • P.O. Box 9307 • Ogden, Utah 84409 (801) 394-4515 • (801) 521-0222 • Fax (801) 392-7544

November 5, 1996

### LITTLE COTTONWOOD CENTER

#### PARCEL NO. 2

A part of the Northeast Quarter of Section 9, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the South line of 9400 South Street which is 61.31 feet South 0'08'12" West along the East line of said Quarter Section and 989.22 feet South 89'48'32" West along said South line of Street from the Northeast Corner of said Quarter Section; running thence South 130.98 feet; thence East 110.80 feet; thence South 57.46 feet; thence East 239.96 feet; thence South 309.98 feet; thence West 362.76 feet; thence North 27.09 feet; thence West 264.76 feet; thence North 0'11'28" West 470.40 feet to said South line of 9400 South Street; thence North 89'48'32" East 12.00 feet along said South line of Street; thence South 4.00 feet; thence East 70.56 feet; thence South 6.00 feet; thence East 161.01 feet; thence North 211.45 feet to said South line of 9400 South Street; thence North 89'48'32" East 12.00 feet along said South line of Street to the point of beginning.

Contains 4.434 Acres



## GREAT BASIN ENGINEERING - NORTH

3544 Lincoln Avenue • Suite #11 • P.O. Box 9307 • Ogden, Utah 84409 (801) 394-4515 • (801) 521-0222 • Fax (801) 392-7544

November 5, 1996

Revised November 19 1996

#### LITTLE COTTONWOOD CENTER

#### PARCEL NO. 3

A part of the Northeast Quarter of Section 9, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point which is 61.31 feet South 0'08'12" West along the East line of said Quarter Section and 1267.55 feet South 89'48'32" West along the South line of 9400 South Street from the Northeast Corner of said Quarter Section; running thence South 0'11'28" East 470.40 feet: thence East 264.76 feet: thence South 27.09 feet; thence East 362.76 feet; thence South 345.71 feet; thence West 628.49 feet; thence South 0'00'22" West 300.07 feet to a point of curvature; thence Southeasterly along the arc of a 50.00 foot radius curve to the left a distance of 74.08 feet (Central Angle equals 84'53'06" and Long Chord bears South 42'26'11" East 67.49 feet) to a point of tangency; thence South 84'52'44" East 462.29 feet to a point of curvature; thence Southeasterly along the arc of a 112.00 foot radius curve to the right a distance of 66.47 feet (Central Angle equals 34'00'22" and Long Chord bears South 67'52'33" East 65.56 feet) to a point of tangency; thence South 50'52'22" East 32.31 feet to the West line of 2000 East Street; thence South 39'07'38" West 26.72 feet along said West line; thence Northwesterly along the arc of a 40.00 foot radius curve to the left a distance of 35.47 feet (Central Angle equals 50'48'18" and Long Chord bears North 25°28'13" West 34.32 feet) to a point of tangency; thence North 50'52'22" West 1.31 feet to a point of curvature; thence Northwesterly along the arc of a 100.00 foot radius curve to the left a distance of 59.35 feet (Central Angle equals 34'00'22" and Long Chord bears North 67'52'33" West 58.49 feet) to a point of tangency; thence North 84'52'44" West 518.99 feet; thence North 0'00'22" East 439.91 feet to a point of curvature; thence Northeasterly along the arc of a 74.00 foot radius curve to the right a distance of 38.75 feet (Central Angle equals 30'00'00" and Long Chord bears North 15'00'22" East 38.31 feet) to a point of tangency; thence North 30'00'22" East 12.67 feet to a point of curvature;

LITTLE COTTONWOOD CENTER PARCEL NO. 3

-2- November 19, 1996

thence Northeasterly along the arc of a 28.00 foot radius curve to the left a distance of 14.66 feet (Central Angle equals 30'00'00" and Long Chord bears North 15'00'22" East 14.49 feet) to a point of tangency; thence North 0'00'22" East 70.00 feet to a point of curvature; thence Northwesterly along the arc of a 28.00 foot radius curve to the left a distance of 14.66 feet (Central Angle equals 30'00'00" and Long Chord bears North 14'59'38" West 14.49 feet) to a point of tangency; thence North 29'59'38" West 10.81 feet to a point of curvature; thence Northwesterly along the arc of a 74.00 foot radius curve to the right a distance of 38.75 feet (Central Angle equals 30'00'00" and Long Chord bears North 14'59'37" West 38.31 feet to a point of tangency; thence North 0'00'22" East 97.31 feet; thence North 0'11'28" West 438.88 feet to a point of curvature; thence Northwesterly along the arc of a 40.00 foot radius curve to the left a distance of 36.27 feet (Central Angle equals 51'57'09" and Long Chord bears North 26'10'02" West 35.04 feet to the South line of said 9400 South Street; thence North 89'48'32" East 27.35 feet along said South line to the point of beginning.

Contains 5.608 Acres

### GREAT BASIN ENGINEERING - NORTH

3544 Lincoln Avenue • Suite #11 • P.O. Box 9307 • Ogden, Utah 84409 (801) 394-4515 • (801) 521-0222 • Fax (801) 392-7544

November 5, 1996

### LITTLE COTTONWOOD CENTER

#### PARCEL NO. 4

A part of the Northeast Quarter of Section 9, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the South line of 9400 South Street which is 61.31 feet South 0'08'12" West along the East line of said Quarter Section and 638.46 feet South 89'48'32" West along said South line of Street from the Northeast Corner of said Quarter Section; running thence South 189.61 feet; thence West 239.96 feet; thence North 57.46 feet; thence West 110.80 feet; thence North 130.98 feet to said South line of 9400 South Street; thence North 89'48'32" East 350.76 feet along said South line of Street to the point of beginning.

Contains 1.376 Acres

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November 5, 1996

### LITTLE COTTONWOOD CENTER

#### PARCEL NO. 5

A part of the Northeast Quarter of Section 9, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the South line of 9400 South Street which is 61.31 feet
South 0'08'12" West along the East line of said Quarter Section and 29.54 feet
South 89'48'32" West along said South line of Street from the Northeast Corner of
said Quarter Section; running thence South 45'11'28" East 36.23 feet to the West line
of 2000 East Street; thence four (4) courses along said West line as follows:
South 0'00'22' West 16.00 feet; North 89'48'32" East 0.83 feet; South 0'21'56' West
150.92 feet to a point of curvature and Southwesterly along the arc of a 761.78 foot
radius curve to the right a distance of 392.34 feet (Central Angle equals 29'30'31"
and Long Chord bears South 15'07'12" West 388.01 feet); thence
North 59'43'53" West 129.77 feet; thence West 421.20 feet; thence North 499.59 feet
to said South line of 9400 South Street; thence North 89'48'32" East 608.92 feet
along said South line of Street to the point of beginning.

Contains 7.237 Acres



# GREAT BASIN ENGINEERING - NORTH

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November 5, 1996

#### LITTLE COTTONWOOD CENTER

#### PARCEL NO. 6

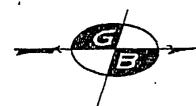
A part of the Northeast Quarter of Section 9, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the West line of 2000 East Street, which is 1050.90 feet South 0'08'12" West along the East line of said Quarter Section and 433.71 feet West from the Northeast Corner of said Quarter Section; running thence

North 50'52'22" West 260.90 feet; thence North 323.24 feet; thence East 421.20 feet; thence South 59'43'53" East 129.77 feet to said West line of 2000 East Street; thence Southwesterly along the arc of a 761.78 foot radius curve to the right a distance of 123.02 feet (Central Angle equals 9'15'11" and Long Chord bears

South 34'30'03" West 122.89 feet) to a point of tangency and South 39'07'38" West 414.04 feet along said West line of Street to the point of beginning.

Contains 3.953 Acres



### GREAT BASIN ENGINEERING, INC.

Consulting Engineers and Land Surveyors

F.O. Sex 9307 Ogdan, Utan 84407

Ogden (801) 394-4515 Sait Loke (801) 521-8329 FAX (801) 392-7544



November 5, 1996

Revised November 19, 1996

### LITTLE COTTONWOOD CENTER

#### PARCEL NO. 7

A part of the Northeast Quarter of Section 9, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the West line of 2000 East Street, which is 1050.90 feet South 0'08'12" West along the East line of said Quarter Section and 433.71 feet West from the Northeast Corner of said Quarter Section; running thence South 39'07'38" West 379.03 feet along said West line of 2000 East Street; thence North 50'52'22" West 32.31 feet; thence Northwesterly along the arc of a 112.00 foot radius curve to the left a distance of 66.47 feet (Central Angle equals 34'00'22" and Long Chord bears North 67'52'33" West 65.50 feet) to a point of tangency; thence North 84'52'44" West 462.29 feet to a point of curvature; thence Northwesterly along the arc of a 50.00 foot radius curve to the right a distance of 74.08 feet (Central Angle equals 84'53'06" and Long Chord bears North 42'26'11" West 67.49 feet) to a point of tangency; thence North 0'00'22" East 300.07 feet; thence East 628.49 feet; thence North 22.47 feet; thence South 50'52'22" East 260.90 feet to the point of beginning.

Contains 6.382 Acres

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## GREAT BASIN ENGINEERING - NORTH

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November 5, 1996

### LITTLE COTTONWOOD CENTER

### OVERALL PARCEL

A part of the Northeast Quarter of Section 9, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the South line of 9400 South Street which is 61.31 feet South 0'08'12" West along the East line of said Quarter Section and 29.54 feet South 89-48'32" West along said South line of Street from the Northeast Corner of said Quarter Section; running thence South 45'11'28" East 36.23 feet to the West line of 2000 East Street; thence five (5) courses along said West line as follows: South 0'00'22' West 16.00 feet; North 89'48'32" East 0.83 feet; South 0'21'56' West 150.92 feet to a point of curvature; Southwesterly along the arc of a 761.78 foot radius curve to the right a distance of 515.36 feet (Central Angle equals 38'45'42" and Long Chord bears South 19'44'47" West 505.59 feet) to a point of tangency and South 39^07'38" West 819.79 feet; thence Northwesterly along the arc of a 40.00 foot radius curve to the left a distance of 35.47 feet (Central Angle equals 50'48'18" and Long Chord bears North 25'28'13" West 34.32 feet) to a point of tangency; thence North 50°52'22" West 1.31 feet to a point of curvature; thence Northwesterly along the arc of a 100.00 foot radius curve to the left a distance of 59.35 feet (Central Angle equals 34'00'22" and Long Chord bears North 67'52'33" West 58.49 feet) to a point of tangency; thence North 84'52'44' West 569.19 feet to the East line of Ski Haven Estates No. 2, Sandy City, Salt Lake County, Utah extended; thence North 0'00'22" East 497.36 feet along said East line extended and East line; thence North 89'58'18" East 70.00 feet; thence North 0'00'22" East 70.00 feet; thence South 89"58"18" West 70.00 feet to the East line of said Ski Haven Estates No. 2; thence North 0'00'22" East 627.92 feet along said East line and East line of Ski Haven Estates No. 4, Sandy City, Salt Lake County, Utah to the South line of 9400 South Street; thence North 89'48'32" East 1299.32 feet along said South line of Street to the point of beginning.

Contains 31.525 Acres

END OF SCHEDULE I

#### SCHEDULE II

### Legal Description for Permanent Service Drive

#### LITTLE COTTONWOOD CENTER

#### 24 FOOT SERVICE DRIVE

A part of the Northeast Quarter of Section 9, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the South line of 9400 South Street which is 61.31 feet South 0'08'12" West along the East line of said Quarter Section and 1224.21 feet South 89'48'32" West along said South line of Street from the Northeast Corner of said Quarter Section; running thence Southwesterly along the arc of a 40 foot radius curve to the left a distance of 36.27 feet (Central Angle equals 51°57'09" and Long Chord bears South 25"47'06" West 35.04 feet) to a point of tangency; thence South 0"11'28" East 41.50 feet; thence South 89"48'32" West 16.00 feet; thence South 0"11'28" East 397.42 feet; thence South 0"00'22" West 97.35 feet to a point of curvature; thence Southeasterly along the arc of a 50.00 foot radius curve to the left a distance of 26.18 feet (Central Angle equals 30"00'00" and Long Chord bears South 14'59'37" East 25.88 feet) to a point of tangency; thence South 29'59'38" East 10.81 feet to a point of curvature; thence Southeasterly along the arc of a 52.00 foot radius curve to the right a distance of 27.23 feet (Central Angle equals 30'00'00" and Long Chord bears South 14'59'38" East 26.92 feet) to a point of tangency; thence South 0.00.22" West 70.00 feet to a point of curvature; thence Southwesterly along the arc of a \$2.00 foot radius curve to the right a distance of 27.23 feet (Central Angle equals 30'00'00" and Long Chord bears South 15'00'22" West 26.92 feet) to a point of tangency; thence South 30'00'22" West 12.67 feet to a point of curvature; thence Southwesterly along the arc of a 50.00 foot radius curve to the left a distance of 26.18 feet (Central Angle equals 30'00'00" and Long Chord bears South 15'00'22" West 25.88 feet) to a point of tangency: thence South 0'00'22" West 383.21 feet to a point of curvature; thence Southeasterly along the arc of a

Schedule II (continued)

Little Cottonwood Center 24 Foot Service Drive - Continued... Page 2

38.00 foot radius curve to the left a distance of 56.30 feet (Central Angle equals 84°53'06" and Long Chord bears South 42°26'11" East 51.29 feet) to a point of tangency; thence South 84°52'44" East 462.29 feet to a point of curvature; thence Southeasterly along the arc of a 124.00 foot radius curve to the right a distance of 73.60 feet (Central Angle equals 34°00'22" and Long Chord bears South 67°52'33" East 72.52 feet) to a point of tangency; thence South 50°52'22" East 1.31 feet to a point of curvature; thence Southeasterly along the arc of a 40.00 foot radius curve to the left a distance of 35.47 feet (Central Angle equals 50.48'18" and Long Chord bears South 76'16'31" East 34.32 feet) to the West line of 2000 East Street; thence South 39'07'38" West 53.47 feet along said West line; thence Northwesterly along the arc of a 40.00 foot radius curve to the left a distance of 35.47 feet (Central Angle equals 50'48'18" and Long Chord bears North 25'28'13" West 34.32 feet) to a point of tangency; thence North 50'52'22" West 1.31 feet to a point of curvature; thence Northwesterly along the arc of a 100.00 foot radius curve to the left a distance of 59.35 feet (Central Angle equals 34'00'22" and Long Chord bears North 67\*52'33" West 58.49 feet) to a point of tangency; thence North 84°52'44' West 518.99 feet; thence North 0'00'22" East 439.91 feet to a point of curvature; thence Northeasterly along the arc of a 74.00 foot radius curve to the right a distance of 38.75 feet (Central Angle equals 30°00'00" and Long Chord bears North 15'00'22" East 38.31 feet) to a point of tangency; thence North 30'00'22" East 12.67 feet to a point of curvature; thence Northeasterly along the arc of a 28.00 foot radius curve to the left a distance of 14.66 feet (Central Angle equals 30°00'00" and Long Chord bears North 15'00'22" East 14.49 feet) to a point of tangency; thence North 0'00'22" East 70.00 feet to a point of curvature; thence Northwesterly along the arc of a 28.00 foot radius curve to the left a distance of 14.66 feet (Central Angle equals 30'00'00" and Long Chord bears North 14'59'38" West 14.49 feet) to a point of tangency; thence North 29'59'38" West 10.81 feet to a point of curvature; thence Northwesterly along the arc of a 74.00 foot radius curve to the right a distance of 38.75 feet (Central Angle equals 30'00'00" and Long Chord bears

Schedule II (continued)

Little Cottonwood Center 24 Foot Service Drive - Continued.... Page 3

North 14'59'37" West 38.31 feet) to a point of tangency; thence North 0'00'22" East 97.31 feet; thence North 0'11',28" West 438.88 feet to a point of curvature; thence Northwesterly along the arc of a 40.00 foot radius curve to the left a distance of 36.27 feet (Central Angle equals 51'57'09" and Long Chord bears North' 26'10'02" West 35.04 feet) to the South line of 9400 South Street; thence North 89'48'32" East 70.70 feet along said South line to the point of beginning.

#### SCHEDULE III

## Legal Description for Permanent Access Drive

LITTLE COTTONWOOD CENTER
30 FOOT ACCESS DRIVE - PARCELS 5/6

A part of the Northeast Quarter of Section 9, Township 3 South, Range 1 East, Salt Lake 8ase and Meridian, U.S. Survey:

Beginning at a point on the West line of 2000 East Street, which is 599.16 feet South 0'08'12" West along the East line of said Quarter Section and 87.92 feet West from the Northeast corner of said Quarter Section; running thence Southwesterly along the arc of a 761.78 foot radius curve to the right a distance of 66.31 feet (Central angle equals 4.59'15" and Long Chord bears South 29.51'33" West 66.29 feet) along said West line; thence Northwesterly along the arc of a 35.00 foot radius curve to the left a distance of 31.12 feet (Central Angle equals 50'56'55" and Long Chord bears North 34°15'26" West 30.11 feet) to a point of tangency; thence North 59'43'53" West 90.39 feet to a point of curvature; thence Northwesterly along the arc of a 60.00 foot radius curve to the left a distance of 31.70 feet (Central Angle equals 30"16'07" and Long Chord bears North 74"51'56" West 31.33 feet) to a point of tangency; thence West 391.00 feet; thence North 30.00 feet; thence East 418.95 feet to a point of curvature; thence Southeasterly along the arc of a 60.00 foot radius curve to the right a distance of 31.70 feet (Central Angle equals 30°16'07" and Long Chord bears South 74°51'56" East 31.33 feet) to a point of tangency; thence South 59°43'53" East 80.58 feet to a point of curvature; thence Southeasterly along the arc of a 35.00 foot radius curve to the left a distance of 31.62 feet (Central Angle equals 51'46'03" and Long Chord bears South 85'36"54" East 30.56 feet) to the point of beginning.

Schedule III (continued)

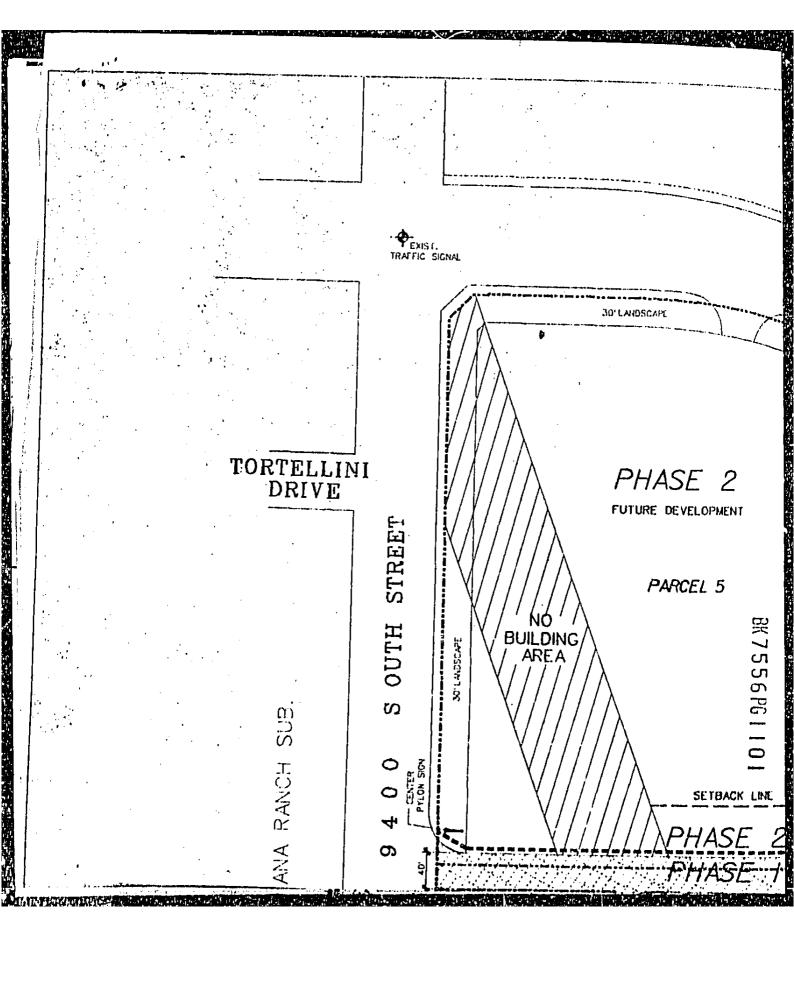
# LITTLE COTTONWOOD CENTER 40 FOOT ACCESS DRIVE - PARCELS 6/7

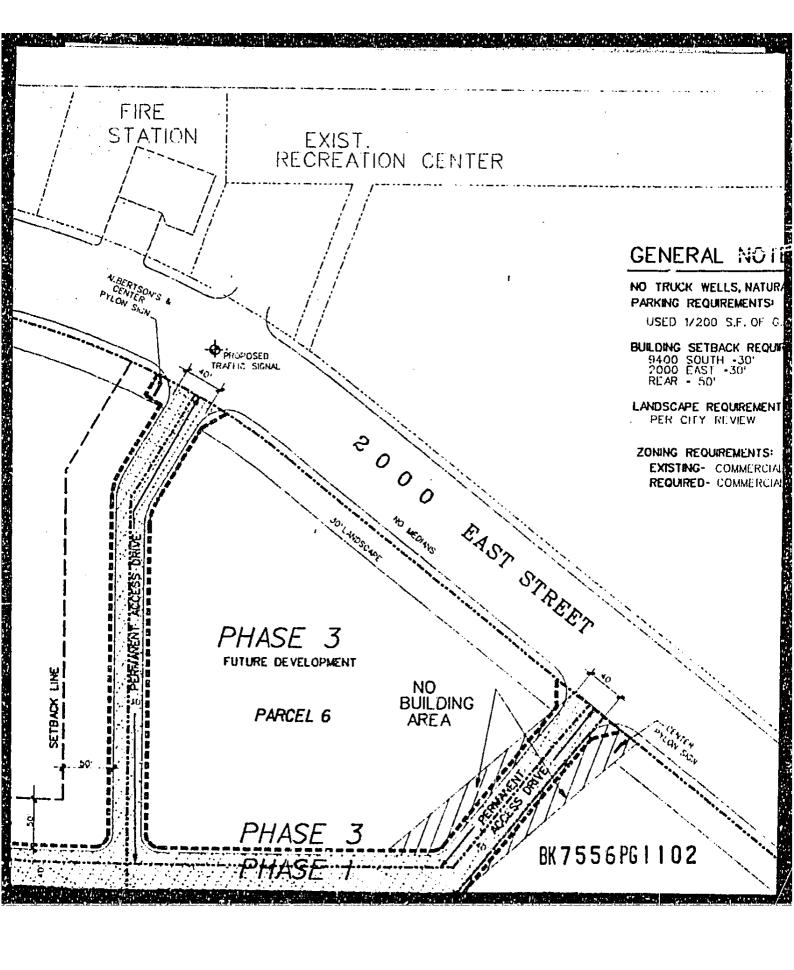
A part of the Northeast Quarter of Section 9, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the West line of 2000 East Street, which is 1026.41 feet South 0'08'12" West along the East line of said Quarter Section and 413.84 feet West from the Northeast corner of said Quarter Section; running thence

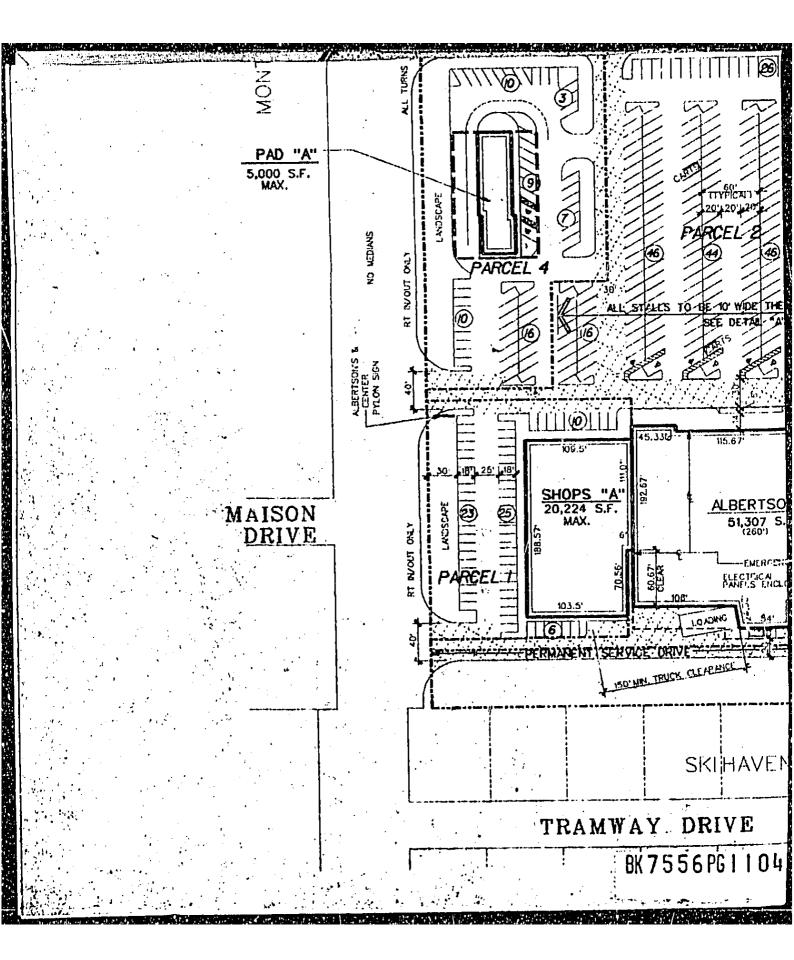
South 39'07'38" West 63.14 feet along said West line; thence Northwesterly along the arc of a 35.00 foot radius curve to the left a distance of 29.31 feet (Central angle equals 47'58'31" and Long Chord bears North 26'53'06" West 28.46 feet) to a point of tangency; thence North 50'52'22" West 223.87 feet; thence East 4.07 feet; thence North 48.26 feet; thence South 50'52'22" East 251.17 feet to a point of curvature; thence Southeasterly along the arc of a 35.00 foot radius curve to the left a distance of 29.31 feet (Central Angle equals 47'58'31" and Long Chord bears

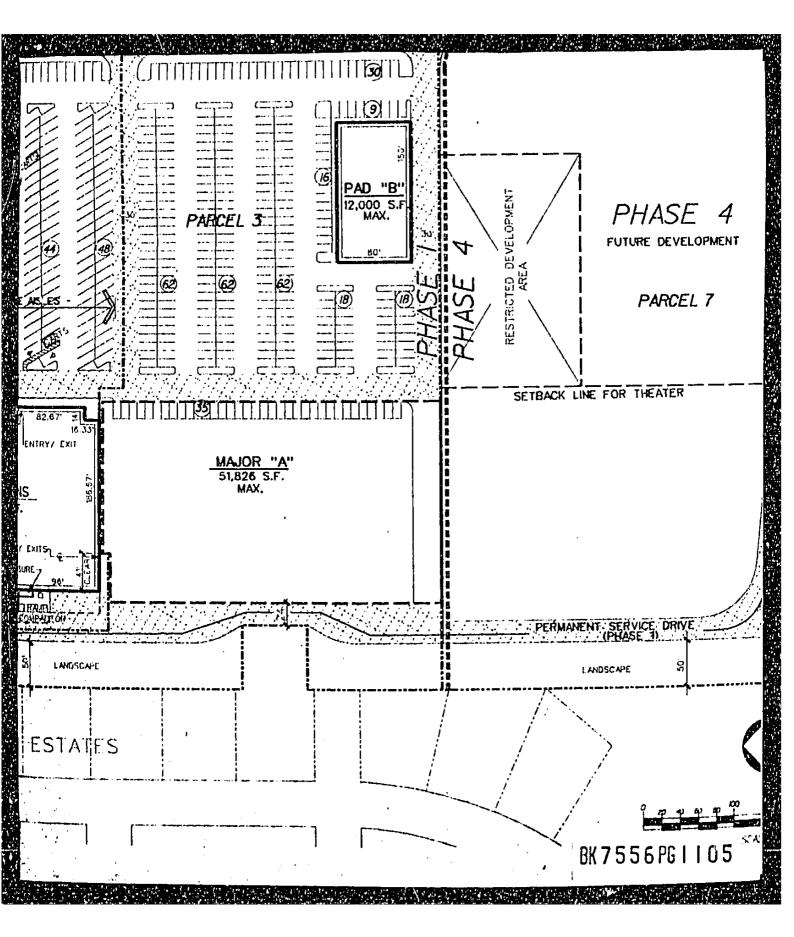
South 74'51'38" East 28.46 feet) to the point of beginning.

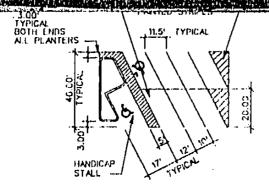




9-96 RTD V. EXPANSION LIMIT D.R.W. RINE.
IT-B 96 RTO
REV. G.B.A., PRK'G. PERM.
SERVICE DRIVE, PARCEL
DI SIGNATION, ADDED
DISHAGE.
II-15-96 RTD
REV. EXPANSION LIMIT
LINE. M.R. D.R.W. M.R. D.R.W. LEGEND AT DOCK ONTA PROPERTY/PARCEL LINE Ð.A. EXPANSION LIMIT LINE REMENTS: BUILDING AREA HEAVY DUTY PAVING PHASE LINE BUILDING ENVELOPE ROADWAY CURB CUT DETAIL HATCHED AREA MOIGATES









#### NOTE:

REDUMED PARKING RATIOS ARE SET FORTH IN SECTION 9.2(C) AND 15.2 (O) OF THAT CERTAIN DECLARATION OF RESTRICTIONS AND DRAFT OF EASEMENTS BETWEEN LANGUAGE AND TENANT.

#### NOTE:

BOTH LANLORD AND TEXANT ACKNOWLEDGE EATIRE CENTER, WHEN CONFLETE, COULD CONTAIN APPROXIMATELY SUBJUST SIT, OF DUILDING APEA, SUBJUST TO THE REDUIRED PARKING RATIOS.

#### NOTE:

DEVLLOPER MAY BE REQUIRED TO IMPAGNE ALL PERIMETER LANDSCAPING AS A PART OF DEVELOPMENT OF PHASE I.

# EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA

∦ 140,357 S.F

TOTAL CARPARKS REQUIRED

米 702

TOTAL CARPARKS PROVIDED TOTAL SITE AREA

米 701 (-1) +/- 1,371,596 S.F. (31.48 AC.)

X PHASE 1 ONLY.



	APPROVED BY:	DATE
CHARTMAN	SIGNED	7-12-96
PRESIDENT EXEC. V.P./50	SIGNED	7-12-56
	SIGNED	7-12 96
SR. V.P./REG.	SIGNED	7-12-96
V.P./RE	SIGNED	7-12-96
V.F./ARCHL-ENG.	SIGNED	7-12-96



DESIGN & CONSTRUCTION 250 PARKCENTER BLVD. BOISE, IDA10 B3726 (20B)385-62(0)

PHOJEC

S.W.C.

2000 EAST & 9400 SOUTH

SANDY, UTAH

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