

WHEN RECORDED MAIL TO:
R.N. SPRATLING JR.
P.O. BOX 17403
S.L.C. UT.
84117

Common Entrance from 9000 South
West Jordan, Utah

CROSS EASEMENT AGREEMENT

AND CONSENT AND SUBORDINATION AGREEMENT

THIS AGREEMENT is made as of November 10, 1998 by SPRATLING INVESTMENT CORP. and RONALD N. SPRATLING, JR. OR HIS SUCCESSOR AS TRUSTEE OF THE RONALD N. SPRATLING, JR. TRUST DATED JULY 6, 1990 (collectively "Spratling"); and BOSCO KAI-CHIU LIU and KARL TAK-YEE LEW, tenants in common (collectively "L&L"); and THRIFTY PAYLESS, INC., a California corporation which may from time to time operate under the name "Rite Aid" ("Rite Aid").

WITNESSETH:

WHEREAS, Spratling owns property on 9000 South Street in West Jordan, Utah described on Exhibit "A" (the "Spratling Property") and so designated on the Site Layout Plan attached hereto as Exhibit "B" (the "Site Plan"), which Spratling intends to lease (the "Rite Aid Lease") to Rite Aid for commercial development;

WHEREAS, L&L owns adjacent property to the east of the Spratling Property, described on Exhibit "C" and so designated on the Site Plan (the "L&L Property");

WHEREAS, the Utah Department of Transportation has approved the Spratling Property to be developed for Rite Aid to have a two-way entrance for access and egress from 9000 South Street, as shown on the Site Plan which has also been approved by the City of West Jordan; and

WHEREAS, Spratling and L&L desire to have such a two-way entrance between their two properties (the "Common Entrance") as shown on the Site Plan.

1.. Construction and Maintenance.

(a) After obtaining all necessary permits and commencing construction of its improvements to the Spratling Property, Rite Aid will construct the Common Entrance (including without limitation curbing and gutters), all at Rite Aid's sole cost and expense, and all substantially as shown on the Site Plan. Construction will be completed not later than January 29, 1999 (subject to force majeure). L&L will execute any documents required for Spratling and Rite Aid to obtain the permits and approvals necessary to construct the Common Entrance.

(b) After constructing the Common Entrance, Rite Aid will maintain it in good order and repair consistent with prudent property management. If Rite Aid ceases to operate its business on the Rite Aid Property during the primary term of the Rite Aid Lease, Spratling or the then fee owner of the Spratling Property will perform such reasonable maintenance of the entire Common Entrance. All construction and maintenance work will be performed in a good and workmanlike manner, in compliance with all applicable laws and regulations, and without placing any lien on the L&L Property or the Spratling Property, and so that (except in emergency or other extraordinary circumstances), at least one lane of the Common Entrance is open at all times..

2. Easement on the Spratling Property. Spratling grants to L&L for the benefit of the L&L Property and its owners, occupants, tenants, licensees and invitees, a permanent access easement for pedestrians and vehicles to enter and exit the L&L Property over that portion of the

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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
MERIDIAN TITLE
REC BY:R JORDAN ,DEPUTY - WI

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Spratling Property within the Common Entrance, in common with the owners, occupants, tenants, licensees and invitees of the Spratling Property.

3. Easements on L&L Property. L&L grants to Spratling for the benefit of the Spratling Property and its owners, occupants, tenants (including Rite Aid), licensees and invitees:

(a) a permanent easement for pedestrians and vehicles to enter and exit the Spratling Property over that portion of the L&L Property within the Common Entrance, in common with the owners, occupants, tenants, licensees and invitees of the L&L Property.

(b) a permanent easement to enter the L&L Property to construct the curbs, gutters, sidewalks, curb cuts, drives, signs, pavement, pavement markings, directional signs, and other traffic control devices and other improvements which are part of the Common Entrance, and to maintain the Common Entrance. If Rite Aid obtains a survey showing the exact location of the Common Entrance and the improvements in it (the "Survey"), this Agreement will be amended to incorporate the description obtained from the Survey. L&L will not alter or remove the improvements in the Common Entrance without the prior written consent of the then current fee owner and (if any) lessee of the Rite Aid Property.

(c) a temporary easement to enter the L&L Property to perform the work described in Paragraph 10 below.

4. Use. The Common Entrance may not be used for parking or storage. No barriers, impediments, or obstructions of any kind shall be placed by or permitted by either of the parties which may hinder the free flow of traffic over the Common Entrance (other than required customary traffic control devices). Any use of the Common Entrance, when combined with and added to the normal use, shall not exceed the capacity of the Common Entrance or interfere with or hinder the use and enjoyment of others having a right to use the Common Entrance.

5. Liability. Neither Rite Aid nor Spratling shall be liable for any loss or injury to persons or property on the L&L Property; and L&L shall indemnify Rite Aid and Spratling against all claims on account of the same. L&L waives all claims against Rite Aid and Spratling for any of the same unless caused by the negligence of the party whom the waiver would otherwise benefit. L&L shall not be liable for any loss or injury to persons or property on the Spratling Property and Rite Aid and Spratling shall indemnify L&L against all claims on account of the same. Each of Rite Aid and Spratling waives all claims against L&L for any of the same unless caused by the negligence of L&L.

6. Miscellaneous. This agreement shall benefit and bind the respective successors, assigns and heirs of L&L and Spratling and Rite Aid, may be enjoyed by their tenants, customers, employees and invitees, and creates privity of contract among the parties so bound. Anyone bound by this Agreement shall not continue to be bound after they are no longer an owner or tenant of a Property or interest therein (except as to obligations and liabilities which arose while they were bound). This Agreement shall benefit and burden the Spratling Property and the L&L Property and shall run with the title to those Properties. This Agreement shall be specifically enforceable, the parties recognizing for themselves and their successors, successors-in-title, assigns and heirs that damages at law would be inadequate. All mortgages, deeds of trust and other monetary encumbrances on each party's respective property shall be subordinate and inferior to this Agreement. This Agreement may be terminated prior to commencement of construction of the Improvements, by a recorded document signed only by Rite Aid and Spratling.

7. After the Rite Aid Lease Term. Although certain obligations are to be performed by Rite Aid as set forth above, Rite Aid and its successors and assigns will be bound by this Agreement only during the term of the Rite Aid Lease (as extended or terminated). After the termination or expiration of the Rite Aid Lease, the owner of the Spratling Property (or such owner's tenant or other designee) and the owner of the L&L Property (or its tenant or other designee) shall each be responsible for maintenance of the portion of the Common Entrance on their own Property (except for the balance of the primary term of the Rite Aid Lease, as provided in Section 1(b) above), and in any event Rite Aid will have no further obligations or liabilities hereunder.

8. Warranty. Each individual executing this Agreement does hereby represent and warrant to each party hereto that he or she has been duly authorized to sign this Agreement in the capacity and for the entity set forth where he or she signs.

9. Recordation. Any party may record this Agreement.

10. Access Road to 1300 West. In connection with the construction of Rite Aid's proposed improvements to the Spratling property, Rite Aid intends to construct an access road (the "Access Road") running from the Rite Aid Property to 1300 West, along the northern boundary of the Spratling Property and the L&L Property. When constructing the Access Road, Rite Aid will grade and pave at Rite Aid's sole cost and expense an entrance from the Access Road to the existing paving on the north boundary of the L&L Property sufficient to provide two-way vehicular ingress and egress from the Access Road to the L&L Property. Such entrance will be located so as to minimize the amount of grading necessary. L&L will cooperate with Rite Aid in obtaining any permits or approvals necessary for such work (at no out of pocket cost to L&L). After the work is completed Rite Aid shall have no further responsibility with respect to the same.

IN WITNESS WHEREOF, the undersigned have caused this Easement to be duly executed and attested by their respective authorized representatives, as of the day and year first above written.

BOSCO KAI-CHIU LIU

Bosco Kai Chiu Liu

KARL TAK-YEE LEW

Karl Tak Yee Lew

SPRATLING INVESTMENT CORP.

By: [Signature]

THE RONALD N. SPRATLING, JR. TRUST,
BY ITS TRUSTEE

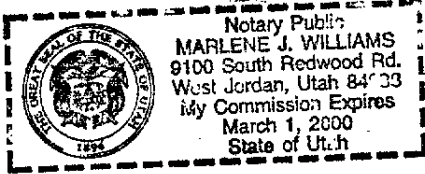
By: [Signature]
Ronald N. Spratling, Jr., Trustee

THRIFTY PAYLESS, INC.

By: [Signature]
Roma S. Young
Authorized Representative

STATE OF UTAH
COUNTY OF Salt Lake

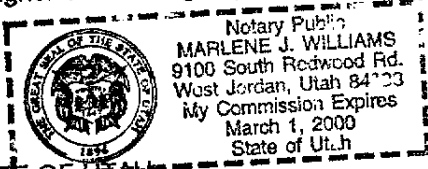
On the 10 day of June, 1998, personally appeared before me BOSCO KAI-CHIU LIU, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Marlene J. Williams
Notary Public, Residing at SLC
My Commission Expires: 3-1-2000

STATE OF UTAH
COUNTY OF Salt Lake

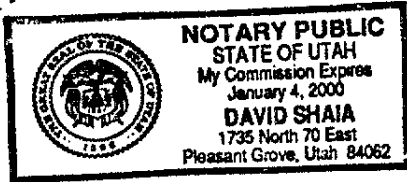
On the 10 day of June, 1998, personally appeared before me KARL TAK-YEE LEW, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.



Marlene J. Williams
Notary Public, Residing at SLC
My Commission Expires: 3-1-2000

STATE OF UTAH
COUNTY OF

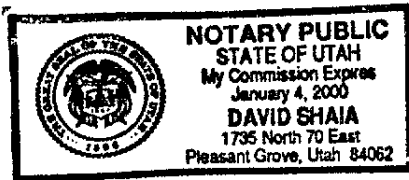
On the 9 day of NOV, 1998, personally appeared before me Shelly Stokart the President of SPRATLING INVESTMENT CORP., the signer of the foregoing instrument, who duly acknowledged to me that he/she executed the same for and on behalf of said corporation..



David Shaia
Notary Public, Residing at _____
My Commission Expires: _____

STATE OF UTAH
COUNTY OF SALT LAKE

On the 9 day of NOV, 1998, personally appeared before me RONALD N. SPRATLING, JR., TRUSTEE OF THE RONALD N. SPRATLING JR. TRUST DATED JULY 6, 1990, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same as duly authorized Trustee.



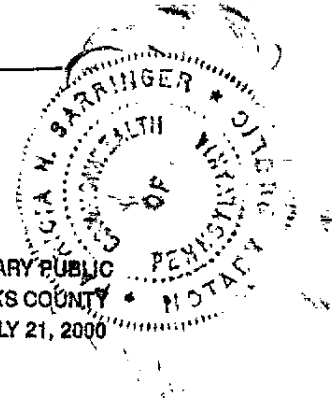
David Shaia
Notary Public, Residing at _____
My Commission Expires: _____

STATE OF
COUNTY OF

On the 25th day of November 1998, personally appeared before me Roma S. Young, Authorized Representative of THRIFTY PAYLESS, INC., the signer of the foregoing instrument, who duly acknowledged to me that she executed the same for and on behalf of said corporation..

Patricia H. Sarringer
Notary Public, Residing at

My Commission Expires:



NOTARIAL SEAL
PATRICIA H. SARRINGER, NOTARY PUBLIC
LOWER SOUTHAMPTON, BUCKS COUNTY
MY COMMISSION EXPIRES JULY 21, 2000

EXHIBIT "A"
SPRATLING PROPERTY

Beginning at a point 318 feet West and 73 feet North from the East quarter corner of Section 3, Township 3 South, Range 1 West, Salt Lake Meridian; thence North 385 feet; thence West 366.27 feet; thence South 0 degrees 13'39" West 55 feet; thence South 89 degrees 50'20" East 30 feet; thence South 0 degrees 13'39" West 330 feet; thence East along the North line of 900 South Street 336.27 feet to the point of beginning.

Together with a permanent non-exclusive easement for ingress, egress and access over and across the following described property:

Beginning at a point on the North line of 9000 South Street which point is North 89 degrees 50'20" West along the quarter section line 684.27 feet and North 0 degrees 13'39" East 73.00 feet from the East 1/4 corner of Section 3, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 0 degrees 13'39" East 330.00 feet; thence South 89 degrees 50'20" East 30 feet; thence South 0 degrees 13'39" West 330.00 feet; thence North 89 degrees 50'20" West 30.00 feet to the point of beginning.

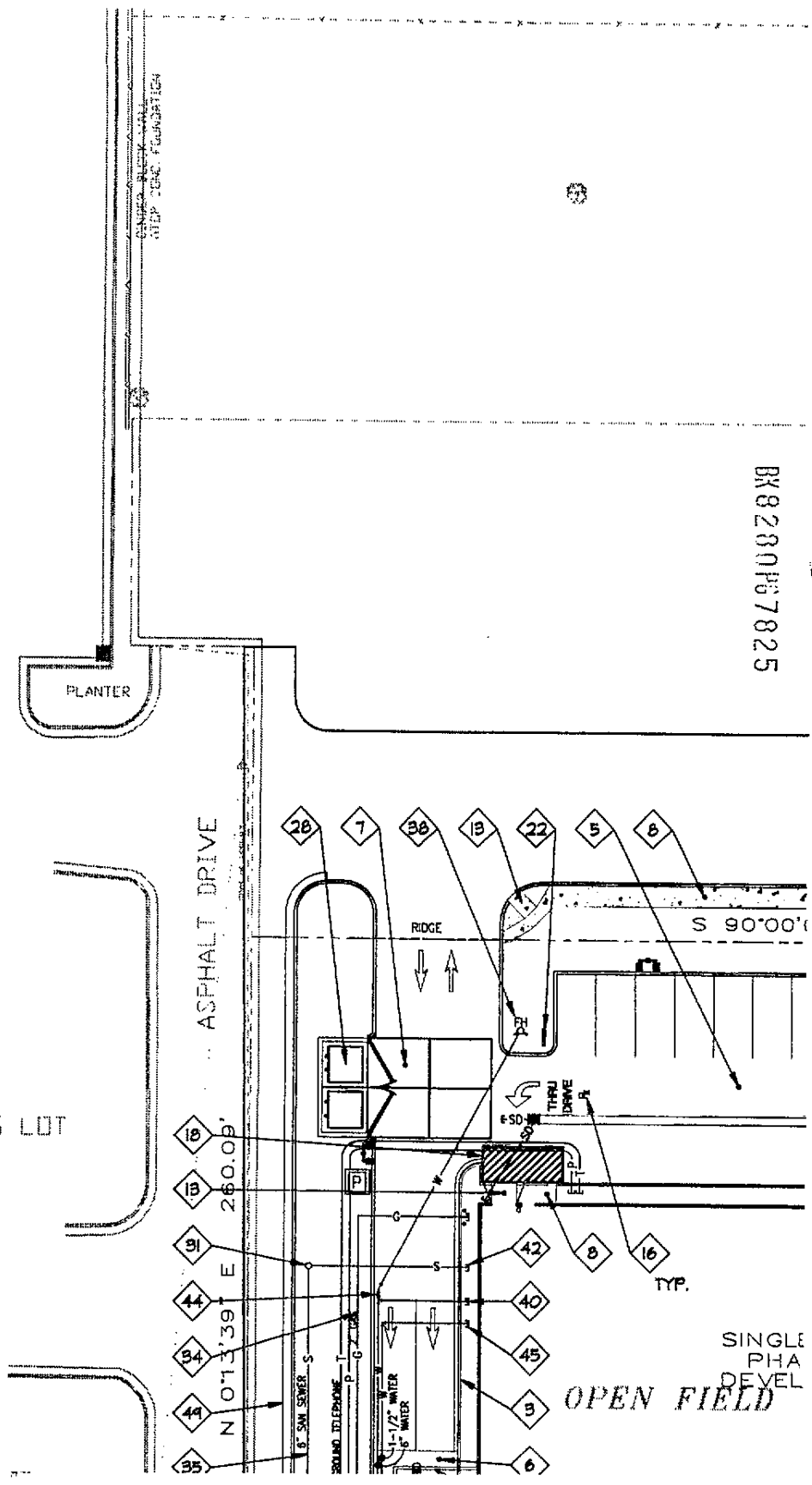
As created by that certain Easement Agreement recorded August 3, 1992 as Entry No. 5304459 of Official Records.

EXHIBIT "B"
SITE PLAN

Site Development Plan prepared by Jeffrey A. Schneider Architect dated March 11, 1998
Project No. 37338.0 00 (attached)

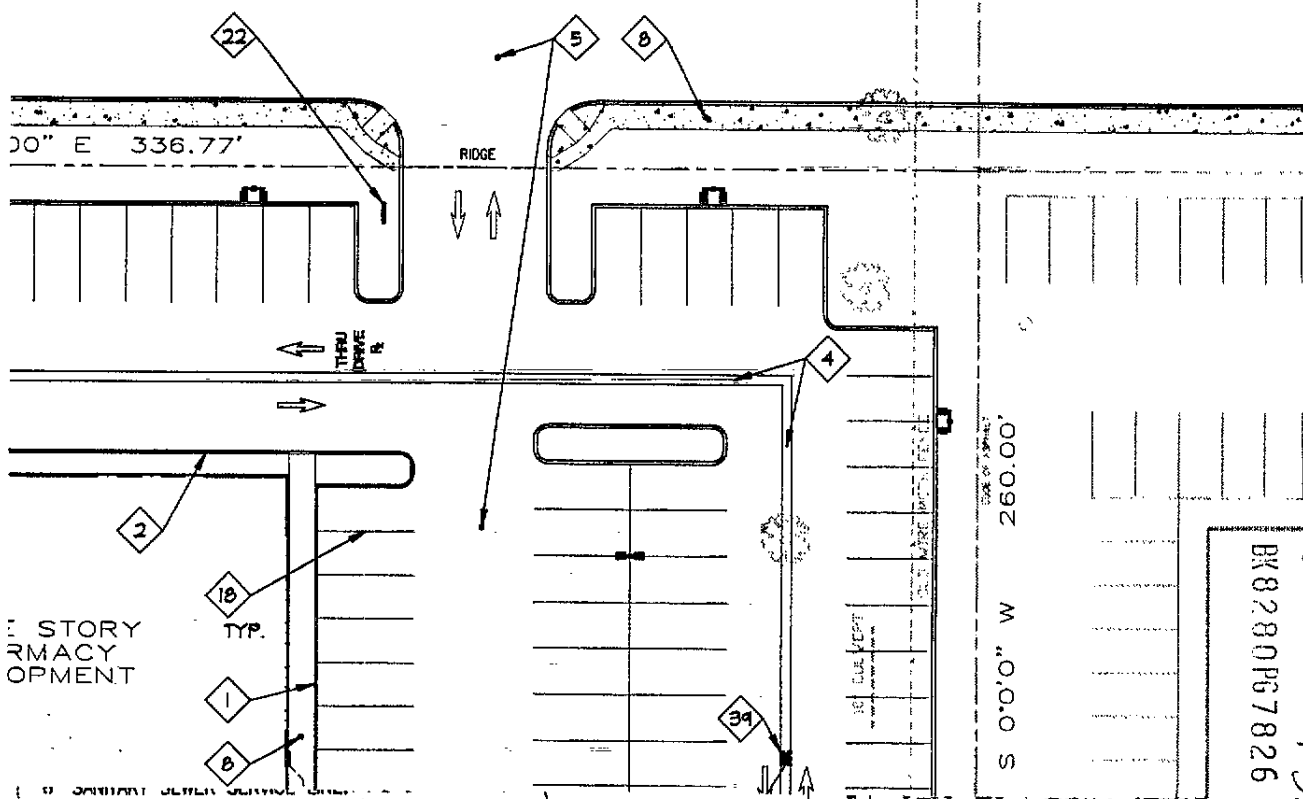
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ASPHALT PARKING LOT
(DEVELOPMENT
G PARCEL)



WEST JORDAN

OPEN FIELD



2 STORY
PHARMACY
COMPONENT

18
TYP.

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269.22' W 40.00 S

10' DIA. HOLE

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LEGEND:

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DESCRIPTION	PROPOSED	EXISTING	REFERENCE
LUMINAIRE			E-6
STORM INLET			C-3a
TOP OF PAVEMENT ELEVATION	99.0 PVMT	(100.00)	C-3a
STORM MANHOLE			
CONTOURS	— 100 —	— 100 —	C-3a
SANITARY MANHOLE			
FIRE HYDRANT			
WATER VALVE			
EXTERIOR PIPE BOLLARD			
CLEANOUT			
UTILITY POLE			
SIGNS			
HAND HOLE			
TELEPHONE RISER			
ELECTRICAL EQUIPMENT PAD			E-6
POWER LINE	— P —	— P —	C-1a
POWER LINE, BURIED	- - - E - - -	— P —	C-1a
STORM DRAIN LINE	— SD —	— SD —	C-3a
SANITARY SEWER LINE	— SS —	— SS —	C-1a
NATURAL GAS LINE	— G —	— G —	C-1a
WATER LINE	— W —	— W —	C-1a
TELEPHONE	— T —	— T —	C-1a
EDGE OF PAVEMENT	— EP —	— EP —	C-1a
INLET CATCH BASIN (TYPE III)			C-3a

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• GENERAL NOTES:

- A. THE CONTRACTOR SHALL CALL BLUE STAKES (1-800-662-4111) AND HAVE THEM MARK THE LOCATION OF EXISTING UTILITIES TWO WORKING DAYS PRIOR TO THE BEGINNING OF WORK.
- B. ALL UTILITY TRENCHING AND BACKFILLING SHALL BE IN ACCORDANCE WITH THE SOILS REPORT AND CITY SPECIFICATIONS.
- C. ALL DEWATERING OF THE UTILITY TRENCHES SHALL BE DONE AT NO ADDITIONAL COST TO THE OWNER.

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KEY NOTES:

- 6" CONCRETE CURB, SEE DETAIL 3/C-2b.
- 6" CONCRETE CURB, SEE DETAIL 2/C-2b.
- 1'-6" L-CURB, SEE DETAIL 1/C-2b.
- 2'-0" CONCRETE VALLEY GUTTER, SEE DETAIL 6/C-2b.
- ASPHALT PAVING, SEE DETAIL 4/C-3b.
- 20'-6" x 24'-0" CONCRETE PAD.
- 30'-0" x 24'-0" CONCRETE PAD. SEE DETAILS 14 & 15/C-2b.
- CONCRETE SIDEWALK.
- LINE OF AWNING CANOPY. SEE ELEVATIONS.
- WINDOW MOUNTED 'ACCESSIBLE' PARKING SIGN, SEE DETAIL 9 & 10/C-2b.
- 10'-0" Ø CONCRETE PLANTER.
- FLARED DRIVEWAY PER UDOT STANDARD DRAWING NO. 715-1A.
- PEDESTRIAN CURB RAMP. SEE DETAIL 7/C-2b.
- SCORED CONCRETE ENTRANCE.
- PAINTED DIRECTIONAL ARROW, SEE DETAIL 12/C-2b.
- PAINTED TEXT.
- PAINTED ACCESSIBILITY SYMBOL, SEE DETAIL 11/C-2b.
- PAINTED STRIPE, 4" TRAFFIC YELLOW
- MONUMENT SIGN, PROVIDED BY RiteAid.
- 'STOP' TRAFFIC SIGN, SEE DETAIL 8/C-2b.
- 'DO NOT ENTER' TRAFFIC SIGN.
- 'DIRECTIONAL DRIVE THRU' SIGN, PROVIDED BY RiteAid.
- WALL MOUNTED 'VAN ACCESSIBLE' PARKING SIGN, SEE DETAIL 9 & 10/C-2b.
- WALL MOUNTED 'ACCESSIBLE' PARKING SIGN, SEE DETAIL 9 & 10/C-2b.
- 8" PAINTED STRIPE, (2) COATS WHITE BEADED REFLECTIVE PAINT.
- 30'-0" HIGH LIGHT POLE WITH FIXTURE, SEE SITE ELECTRICAL PLAN (SHEET E-6).
- LINE OF ROOF CANOPY ABOVE.
- 12'-0" x 24'-0" DUMPSTER ENCLOSURE WITH 7'-4" HIGH MASONRY WALL AND OPAQUE WOOD GATES, SEE DETAILS 14, 15, 16 & 17/C-2b.
- TERMINATE NEW PAVING AT THE SAWCUT EDGE OF EXISTING PAVING.
- (2) - 4" PAINTED STRIPES, TRAFFIC YELLOW.
- INSTALL CLEANOUT PER CITY STANDARDS, SEE DETAIL 5/C-3b.
- UNDERGROUND POWER LINE, SEE SITE ELECTRICAL PLAN (SHEET E-6).
- UNDERGROUND TELEPHONE LINE, SEE SITE ELECTRICAL PLAN (SHEET E-6).
- 2" NATURAL GAS LINE, COORDINATE WITH MOUNTAIN FUEL GAS COMPANY FOR LOCATION AND NECESSARY APPURTENANCES.
- 6" SANITARY SEWER SERVICE LINE.

STAMP

SANDIP K. GUHA, P.E.
 Central Station - 200 N 6th Street
 Boise, Idaho 83702 Phone (208) 343-4635
 Fax: (208) 343-1858

THESE DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECT. NO PART OF THIS PROJECT FOR WHICH THEY ARE MADE IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF JEFFREY A. SHNEIDER, ARCHITECT. Copyright © 1998

PEOPLE WHO LETTER



DESIGN THAT SPEAKS

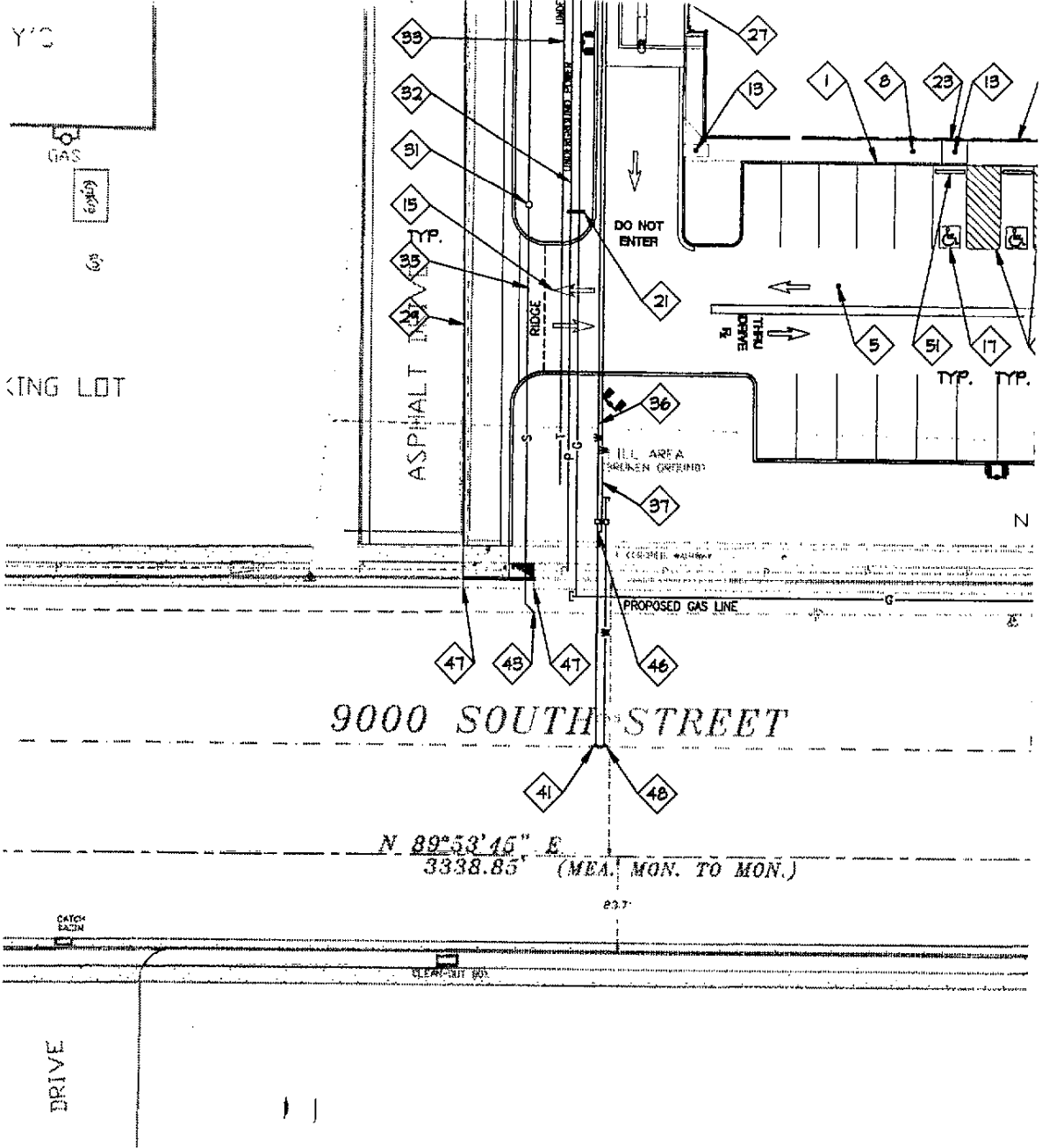
RITE AID PHARMACY, STORE #21627-01
 1300 W. ST. & 9000 S. ST. WEST JORDAN, UTAH

JEFFREY A. SHNEIDER, ARCHITECT

Station - 200 N 6th Street
 Idaho 83702 Phone (208) 343-4635 Fax: (208) 343-1858

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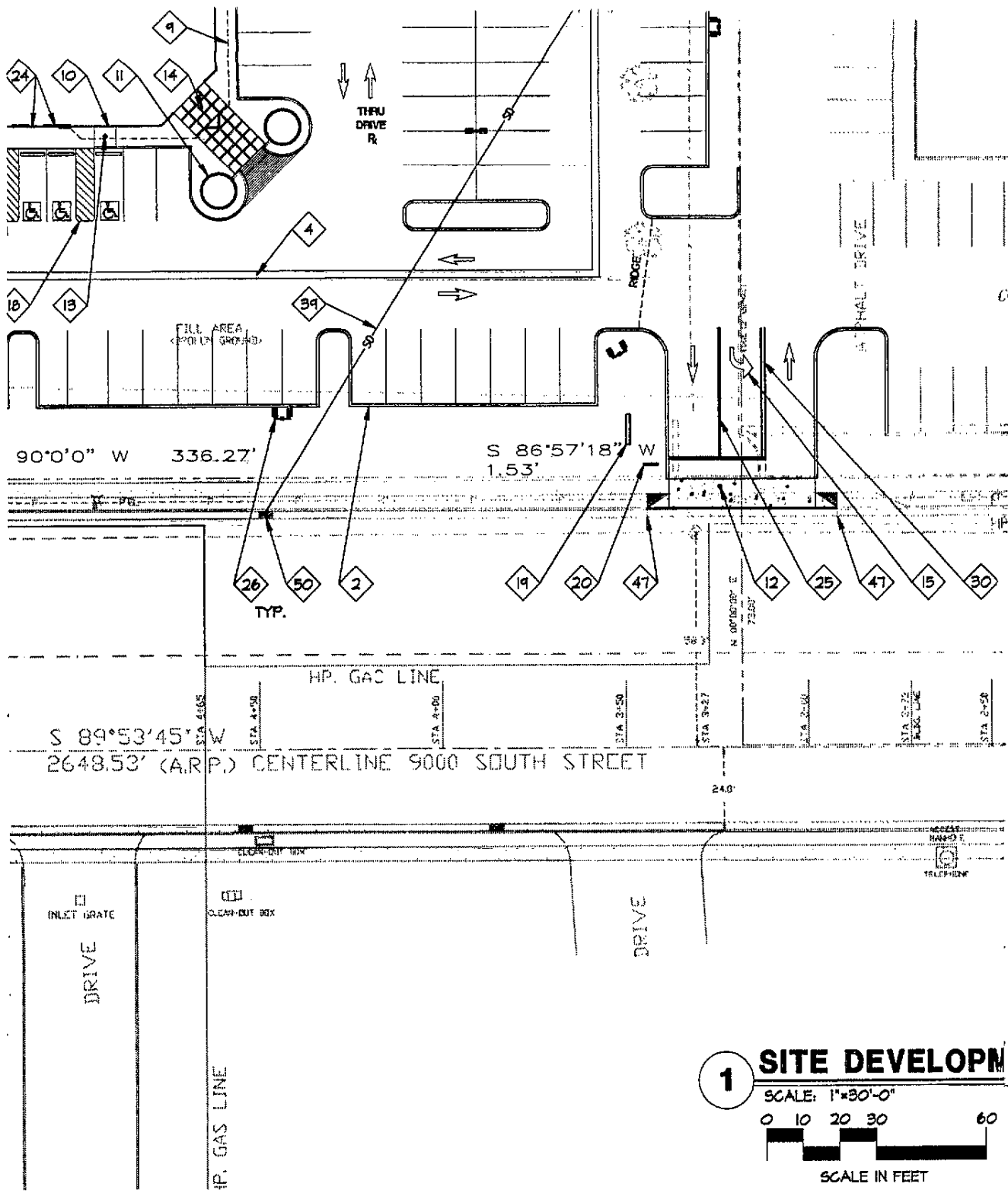
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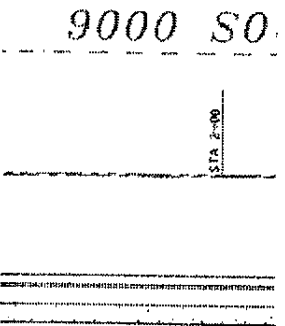
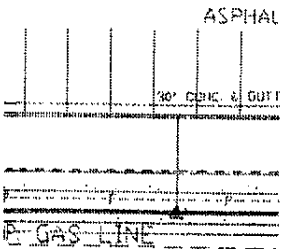
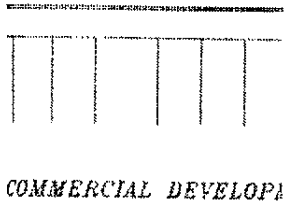
CYPRUS CREDIT

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1 SITE DEVELOPMENT
 SCALE: 1"=30'-0"
 0 10 20 30 60
 SCALE IN FEET

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MENT PLAN



- D. IF THE BOTTOM OF THE UTILITY TRENCHES ARE UNSTABLE, THE CONTRACTOR SHALL OVER EXCAVATE A MINIMUM OF 4" AND PROVIDE STABLE BEDDING BY PLACING IMPORTED DRAIN ROCK ON GRANULAR CRUSHED MATERIAL.
- E. ALL SITE UTILITIES SHALL BE STUBBED TO 5'-0" MINIMUM FROM BUILDING FACE, TYPICAL, UNLESS OTHERWISE NOTED.
- F. THE INSPECTION, HYDROSTATIC TEST AND FLUSHING OF THE HYDRANT AND/OR SPRINKLER SYSTEM SHALL BE WITNESSED BY THE PROPER FIRE DEPARTMENT REPRESENTATIVE AND NO UNDERGROUND PIPING SHALL BE COVERED WITH EARTH OR HIDDEN FROM VIEW UNTIL THE FIRE DEPARTMENT REPRESENTATIVE HAS BEEN NOTIFIED AND GIVEN NO LESS THAN 48 HOURS IN WHICH TO INSPECT SUCH INSTALLATIONS.
- G. WATER AND SEWER INSTALLATIONS SHALL BE INSTALLED IN ACCORDANCE WITH DETAIL 1/C-3b.
- H. SANITARY PIPE TRENCHES SHALL BE PER THE SOILS REPORT AND SHALL MEET ALL REGULATORY REQUIREMENTS.
- I. EXISTING UTILITIES ARE SHOWN APPROXIMATELY AND FOR GENERAL INFORMATION PURPOSES ONLY. THE CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES.
- J. PROVIDE UTILITY MARKERS (SEE DETAIL 18/C-2b) AT ALL UTILITY STUBS TO FUTURE BUILDING PADS FOR FUTURE LOCATION AND CONNECTION BY OTHERS.
- K. ALL WATER AND FIRE SERVICE LINES AND APPURTENANCES SHALL BE PER CITY STANDARDS UNLESS NOTED OTHERWISE.
- L. ALL WATER LINES SHALL BE INSTALLED WITH MINIMUM COVER OF 4 FEET.
- M. AT CROSSINGS THERE SHALL BE A MINIMUM CLEARANCE OF 1.5 FEET BETWEEN WATER PIPE AND PIPE CARRYING NON POTABLE WATER. INSTALLATIONS FOR UTILITIES OTHER THAN NON POTABLE WATER MAY BE INSTALLED AT A CLEARANCE LESS THAN 1.5 FEET IF THE UTILITY LINE IS ENCASED.
- N. WATER OR FIRE SERVICE PIPE LARGER THAN 4" IN DIAMETER SHALL BE AWWA C900 CLASS 200 PVC.
- O. WATER PIPE 4" IN DIAMETER OR SMALLER SHALL BE PVC WITH A PRESSURE RATING OF 200 PSI.
- P. ALL SANITARY PIPE MANHOLES AND APPURTENANCES SHALL CONFORM TO CITY STANDARDS UNLESS OTHERWISE NOTED.
- Q. ALL ACCESS LIDS AND SLEEVES IN PAVED AREAS ARE TO BE TRAFFIC RATED.
- R. PVC USED FOR SEWERAGE SHALL BE SDR 35 OR BETTER.

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- . 6" WATER LINE.
- . 1-1/2" WATER LINE.
- . NEW FIRE HYDRANT ASSEMBLY PER CITY STANDARDS, SEE DETAIL 6/C-3b.
- . STORM DRAIN SYSTEM, SEE GRADING & DRAINAGE PLAN, RE: C-3a.
- . 6" FIRE SERVICE LINE TO CONNECT TO BUILDING FIRE SERVICE. COORDINATE WITH BUILDING CONTRACTOR FOR EXACT LOCATION.
- . CONNECT NEW 6" WATER LINE TO EXISTING WATER LINE. INSTALL TEE WITH THRUST BLOCK PER CITY STANDARDS. SAW CUT AND PATCH ASPHALT AS REQUIRED.
- . 6" SANITARY SEWER SERVICE LINE TO CONNECT TO BUILDING SANITARY SEWER. COORDINATE WITH BUILDING CONTRACTOR FOR EXACT LOCATION.
- . CONNECT NEW 6" SANITARY SEWER LINE TO EXISTING SEWER LINE PER CITY STANDARDS. SAW CUT AND PATCH ASPHALT AS REQUIRED. FIELD VERIFY LOCATION AND DEPTH OF LINE.
- . INSTALL VALVE ON 6" WATER LINE, SEE DETAILS 2, 3, & 9/C-3b.
- . 1-1/2" DOMESTIC WATER LINE TO CONNECT TO BUILDING DOMESTIC WATER. COORDINATE WITH BUILDING CONTRACTOR FOR EXACT LOCATION. WATER METER SHALL BE INSTALLED ON DOMESTIC WATER LINE PER CITY STANDARDS.
- . CONNECT NEW 1-1/2" WATER LINE TO NEW 6" WATER LINE. INSTALL TEE WITH THRUST BLOCK PER CITY STANDARDS.
- . MATCH EXISTING CURB AND GUTTER.
- . CONNECT NEW 2" WATER LINE WITH 1-1/2" WATER METER FOR IRRIGATION, SEE DETAILS 2, 3, & 9/C-3b.
- . CONCRETE CURB & GUTTER PER UDOT STANDARD DRAWING NO. 615-1A.
- . CONNECT NEW 18" STORM DRAIN LINE TO EXISTING CURB INLET.
- . WHEEL STOP, SEE DETAIL 19/C-2b.

RIT
NEAR
JEFF
Centra
Boise,

Rite Aid
CORPORATION



STORE DEVELOPMENT DEPT.
P.O. BOX 3165
HARRISBURG, PA. 17105
(717) 761-2633

SUBMITTAL DATES

OWNER / AGENCY

3/11/98

REVISED

SHEET TITLE

**SITE
DEVELOPMENT
PLAN**

PROJECT
97338.000

OTB DATE

DRAWN
OF

CHECKED
MH/JGM

SHEET

C-1a

EX020N P67832

BK 8280 P9 7832

(Exhibit B)

EXHIBIT "C"
L&L PROPERTY

Commencing at a point on the quarter section line which is West 133 feet of the Southeast corner of the Southeast 1/4 Northeast 1/4 of Section 3, Township 3 South, Range 1 West, Salt Lake Meridian, running thence Westerly along said quarter section line 185.0 feet; thence Northerly along a line parallel to the Section line between Sections 2 and 3, 333.0 feet; thence Easterly along a line parallel to said quarter section line 185.0 feet; thence Southerly along a line parallel to said section 333.0 feet to the point of beginning.

Less and excepting therefrom the parcel of land conveyed by Bosco Kai-Ciu Liu and Karl Tak-Yee Lew to the Utah Department of Transportation by Warranty Deed dated November 7, 1985, recorded in Salt Lake in Official Records 4178379, Book 5719 Page 1310.

Exhibit "D"

Common Entrance:

Beginning at a point 298.00 feet South 89 degrees 53'45" West and 73.00 feet North 00 degrees 16'15" West from the East 1/4 corner of Section 3, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89 degrees 53'45" West 40.00 feet; thence North 00 degrees 06'15" West 70.00 feet; thence North 89 degrees 53'45" East 40.00 feet; thence South 00 degrees 06'15" West 70.00 feet to the point of beginning.

Easement over and across the Spratling property:

Beginning at a point 318.00 feet South 89 degrees 53'45" West and 73.00 feet North 00 degrees 16'15" West from the East 1/4 corner of Section 3, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89 degrees 53'45" West 20.00 feet; thence North 00 degrees 06'15" West 70.00 feet; thence North 89 degrees 53'45" East 20.00 feet; thence South 00 degrees 06'15" West 70.00 feet to the point of beginning.

Easement over and across the L & L property:

Beginning at a point 298.00 feet South 89 degrees 53'45" West and 73.00 feet North 00 degrees 16'15" West from the East 1/4 corner of Section 3, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence South 89 degrees 53'45" West 20.00 feet; thence North 00 degrees 06'15" West 70.00 feet; thence North 89 degrees 53'45" East 20.00 feet; thence South 00 degrees 06'15" West 70.00 feet to the point of beginning.

BK8280PG7834

CONSENT AND SUBORDINATION AGREEMENT

The undersigned, as the beneficiary and Trustee, respectively, of that certain Trust Deed made by Bosco Kai-Chiu Liu and Karl Tak-Yee Lew as Trustor in favor of Bosco Kai-Ciu Liu c/o The New China Restaurant as Trustee for the benefit of Valley Bank and Trust Company and recorded February 8, 1983 as Entry No. 3757890 in Book 5437, Page 606 in the Official Records of Salt Lake County, Utah (such instrument, together with all financing statements, assignments of rents and other documents and instruments related thereto with respect to the property described herein, the "Financing Documents"), hereby

(1) consents to the terms of the Cross Easement Agreement dated Nov. 10, 1998 among Spratling Investment Corp. And Ronald N. Spratling, Jr. or his successor as Trustee of the Ronald N. Spratling, Jr. Trust dated July 6, 1990; Bosco Kai-Chiu Liu and Karl Tak-Yee Lew, tenants in common; and Thrifty PayLess, Inc. (the "Easement"), to which this Consent and Subordination Agreement is attached and made a part, and

(2) agrees that the right, title and interest held by the undersigned pursuant to the Financing Documents are made subject to and subordinate to the Easement. Except as specifically provided herein, the Financing Documents and the priority of the right, title and interest of the undersigned created pursuant to thereto shall remain unaffected and unimpaired.

IN WITNESS WHEREOF, the undersigned have caused this Consent and Subordination Agreement to be duly executed under seal as of the 11 day of June, 1998.

BOSCO KAI-CHIU LIU, TRUSTOR

BOSCO KAI-CHIU LIU, C/O
THE NEW CHINA RESTAURANT, TRUSTEE

Bosco Kai Chiu Liu

Bosco Kai Chiu Liu

KARL TAK-YEE LEW, TRUSTOR

BANK ONE, UTAH, NA FKA
VALLEY BANK AND TRUST COMPANY

Karl Tak Yee Lew

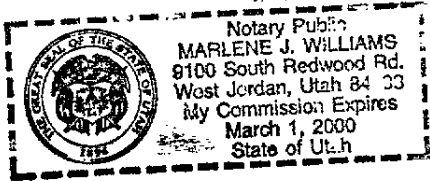
BY: David Lundberg

David Lundberg
Its Assistant Vice President

Acknowledgments for Consent and Subordination

STATE OF UTAH
COUNTY OF Salt Lake

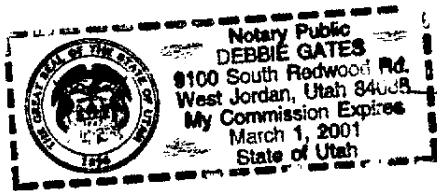
On the 10 day of June, 1998, personally appeared before me BOSCO KAI-CHIU LIU, the signer of the foregoing Consent and Subordination Agreement, who duly acknowledged to me that he executed the same in his capacity as Trustor and in his capacity as Trustee.



Marlene J. Williams
Notary Public, Residing at SLC
My Commission Expires: 3-1-2000

STATE OF UTAH
COUNTY OF

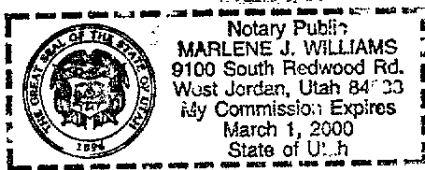
On the 11th day of June, 1998, personally appeared before me David Lundberg, the AUP of VALLEY BANK AND TRUST COMPANY, the signer of the foregoing Consent and Subordination Agreement, who duly acknowledged to me that he/she executed the same for and on behalf of VALLEY BANK AND TRUST COMPANY.



Debbie Gates
Notary Public, Residing at Salt Lake
My Commission Expires: 3-1-01

STATE OF UTAH
COUNTY OF Salt Lake

On the 10 day of June, 1998, personally appeared before me KARL TAK-YEE LEW, the signer of the foregoing Consent and Subordination Agreement, who duly acknowledged to me that he executed the same.



Marlene J. Williams
Notary Public, Residing at SLC
My Commission Expires: 3-1-2000