



CONSENT AND AGREEMENT

March 23, 2005

9396457
 06/06/2005 04:23 PM \$35.00
 Book - 9141 Pg - 3336-3345
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 MERIDIAN TITLE
 BY: NEH, DEPUTY - MI 10 P.

Leon Peterson
 Peterson Development
 225 South 200 East, Suite 300
 Salt Lake City, UT 84111

Re: Albertson's Store No. 399; SWC 10400 South & Bangerter Hwy; South Jordan, UT

Dear Mr. Peterson:

As you ("First Party") are aware, Albertson's is proposing to proceed with the construction of Albertson's Building on Parcel 2 of the Shopping Center, as well as the On-Site Work with respect to Parcel 2, which would, if Albertson's proceeds with such work, make Albertson's the Initial Phase Developing Party under the Development Agreement (On-Site Work) dated June 28, 2002, between First Party and Albertson's, recorded in the official records of Salt Lake County, Utah, on September 10, 2002, as Entry No. 8348594, in Book 8646, beginning at Page 4386 ("Development Agreement"). Subsection (a) of Section 6A.1 (Initial Phase) of the Development Agreement provides that:

"(a) The Initial Phase Developing Party shall perform (i) the Category A Work for the entire Shopping Center, (ii) the Category B Work within the Initial Phase, (iii) at the Initial Phase Developing Party's election, the Category C Work, and (iv) the "full completion" of a sufficient part of the On-Site Work (including parking facilities) which is within the Shopping Center but outside of the Initial Phase, which work may be a condition of approval imposed by governmental authorities before said governmental authority will permit the development of the Initial Phase **or work which the Initial Phase Developing Party considers necessary or convenient (while exercising reasonable business judgment) to the development of the Initial Phase.**"
 [Emphasis added]

05-0606
 The additional work described in item (iv) above is referred to in the Development Agreement (and in this letter) as Additional On-Site Work. This letter shall primarily address Category C Work (which includes the construction and installation of the Center Pylon Sign structure, in the location, adjacent to Bangerter Highway, shown on the drawing attached to this letter as Attachment 1) and the associated Additional On-Site Work needed before the City of South Jordan ("City") will permit the installation of the Center Pylon Sign.



As a part of the entitlement process for the development of the Shopping Center, the City has given its conditional approval for the installation of the Center Pylon Sign, which is considered by First Party and Albertson's to be quite important to the project due to the high traffic count (and the high speed nature of the traffic) on Bangerter Highway. It was recently learned that a City ordinance provides that the Center Pylon Sign cannot be installed until property on which the Center Pylon Sign structure will sit (adjacent Bangerter Highway) is developed. Development of Parcel 2 of the Shopping Center does not qualify. The City has advised that there is no provision for granting a variance under the ordinance. Apparently, First Party does not intend to develop the two parcels adjacent to Bangerter Highway (Parcels 7 and 8 of the Shopping Center) until sometime in 2006.

The City, in an effort to be cooperative, has agreed that if the perimeter drive aisle (shown on Attachment 1 and hereinafter called the "Drive Aisle"), located on Parcels 7 and 8 of the Shopping Center, together with the landscaping around the perimeter of Parcels 7 and 8 (also shown on Attachment 1 and hereinafter called the "Landscaping") are constructed as a part of the development of the Initial Phase, the City would permit the Center Pylon Sign structure to also be installed as a part of the development of the Initial Phase. Albertson's has obtained a \$76,348.00 negotiated bid from R&O Construction to construct the Drive Aisle and the Landscaping ("Subject Work").

While Albertson's and First Party desire that the Subject Work be performed by Albertson's as a part of the Initial Phase, it is a subjective determination whether, under the terms of Section 6A.1(a) of the Development Agreement, the Subject Work is "necessary or convenient" to the development of the Initial Phase. It is, therefore, unclear whether the Subject Work constitutes Additional On-Site Work for which Albertson's would be entitled to 100% reimbursement from First Party under Section 10.2(a) of the Development Agreement. This letter establishes the parties' agreement that the Subject Work is "necessary or convenient" to the development of the Initial Phase, that it therefore constitutes Additional On-Site Work, and that First Party shall reimburse Albertson's for 100% of the costs Albertson's incurs in performing the Subject Work. The Development Agreement provides that the obligation and cost to perform the Subject Work would be borne entirely by First Party (for instance in 2006, pursuant to First Party's current plans to develop Parcels 7 and 8 at that time) were it not for the terms of this letter. The effect of this letter is to establish (i) the parties' agreement that the Subject Work shall (if Albertson's proceeds with the On-Site Work as planned and is the Initial Phase Developing Party) be performed by Albertson's as part of the development of the Initial Phase, and (ii) First Party's cost reimbursement obligations to Albertson's resulting from Albertson's performance of the Subject Work.

First Party's reimbursement with respect to the Subject Work shall be paid to Albertson's, consistent with Section 10.2(a) of the Development Agreement, as follows: (i) upon any commencement of construction on Parcel 1, 4, 5 or 6, fifty-three and 29/100 percent (53.29%) of the reimbursement amount shall be paid, and (ii) upon any commencement of construction on Parcel 7 or 8 (other than the Subject Work), forty-six and 71/100 percent (46.71%) of the reimbursement amount shall be paid.



Section 24.1 of the Development Agreement is hereby amended, in its entirety, to read as follows:

“24.1 Generally. This Development Agreement shall terminate upon completion of the work described in Article 6 (On-Site Work) and Article 6A (Phased Development) and payment of all amounts described in Article 10 (Payment of Costs). If this Development Agreement has not terminated within five (5) years after the date of this Development Agreement, the provisions of this Development Agreement, except for the payment provisions of Article 10 (Payment of Costs), shall not be binding on any Owner of any Parcel (or portion thereof) who first acquires title to said Parcel (or portion thereof) after said five (5) year period; provided, however, that the foregoing shall not affect any obligations or liabilities, actual or contingent, or any right of collection, reimbursement or contribution, or any other rights, under this Development Agreement, of any prior Owner of any Parcel (or portion thereof), who either owned a Parcel or portion thereof as of the date of this Development Agreement or acquired title to a Parcel or portion thereof within five (5) years after the date of this Development Agreement.”

Capitalized terms not otherwise defined in this letter shall have the meanings ascribed to those terms in the Development Agreement. Please indicate First Party's agreement with the provisions of this letter by executing it in the space provided below and by returning it to Albertson's attorney on this matter, Kimbal L. Gowland as soon as possible.

Very truly yours,

ALBERTSON'S, INC.

A handwritten signature in black ink, appearing to read 'William H. Arnold', written over a horizontal line.

William H. Arnold

MM/KLG Group Vice President, Real Estate Law

WHA:mlh
Enclosure

I:\125.655\Corr\Peterson L10.DOC



ACCEPTED AND AGREED TO as of the date first above written.

FIRST PARTY:

A handwritten signature in cursive script that reads 'Leon Peterson'.

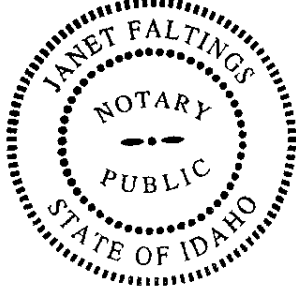
Leon Peterson



STATE OF IDAHO)
) ss.
County of Ada)

On this 23 day of MARCH, 2005, 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 Group Vice President, Real Estate Law, of Albertson's, Inc., the corporation that executed the within and foregoing 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 affixed my official seal the day and year in this certificate first above written.



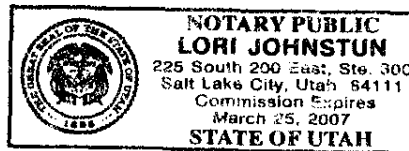
Janet Faltings
Notary Public for Idaho
Residing at BOISE, ID
My commission expires: 12/6/10

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 31st day of May, 2005, by Leon Peterson.

My commission expires:
03-25-07

Lori Johnston
Notary Public in and for the State of Utah
Residing at SLE UT



SCHEDULE I
to Letter Agreement

27-17-176-005 through -012

Description of Shopping Center

Parcel 1

Lot 1 of that certain ALBERTSON'S 10400 SOUTH STREET SUBDIVISION, recorded September 5, 2002, in Book 2002P at Page 243, as Instrument No. 8343187, in the Recorder's Office in Salt Lake County, Utah (the "Subdivision").

Situate in South Jordan City, Salt Lake County, Utah.

Parcel 2

Lot 2 of the Subdivision.

Situate in South Jordan City, Salt Lake County, Utah.

Parcel 3

Lot 3 of the Subdivision.

Situate in South Jordan City, Salt Lake County, Utah.

Parcel 4

Lot 4 of the Subdivision.

Situate in South Jordan City, Salt Lake County, Utah.

Parcel 5

Lot 5 of the Subdivision.

Situate in South Jordan City, Salt Lake County, Utah.

Parcel 6

Lot 6 of the Subdivision.

Situate in South Jordan City, Salt Lake County, Utah.

Parcel 7

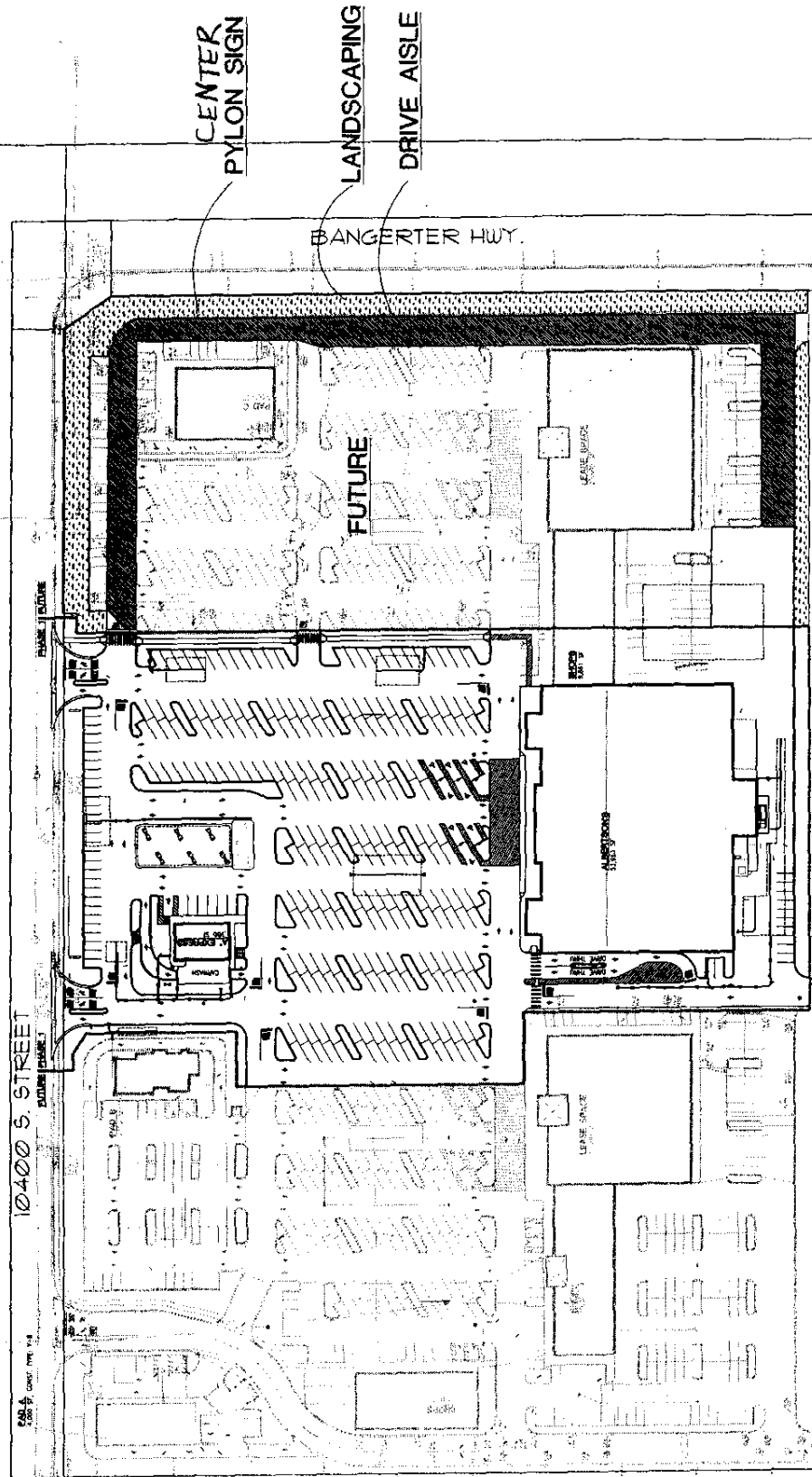
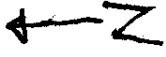
Lot 7 of the Subdivision.

Situate in South Jordan City, Salt Lake County, Utah.

Parcel 8

Lot 8 of the Subdivision.

Situate in South Jordan City, Salt Lake County, Utah.



ATTACHMENT 1

CONSENT AND AGREEMENT

THIS CONSENT AND AGREEMENT ("Consent") is made a part of and appended to that certain letter agreement between Leon Peterson ("Peterson") and Albertson's, Inc. ("Albertson's"), of even date herewith (the "Letter Agreement").

RECITALS

A. Jones Land Company, L.L.C., a Utah limited liability company ("Jones"), is the fee owner of Parcels 1, 4, 5, 6, 7 and 8 of that certain Shopping Center ("Jones Property") described in the Letter Agreement to which this Consent is appended. Peterson holds the buyer's interest under a contract to purchase the Jones Property from Jones.

B. Jones, Peterson and Albertson's desire that Jones's consent and agreement to the Letter Agreement (which amends the Development Agreement) be memorialized by virtue of this Consent. The Development Agreement, as amended by the Letter Agreement, is hereinafter called the "Amended Development Agreement".

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Jones hereby consents and agrees as follows:

1. Jones hereby consents to, ratifies, confirms, approves, assumes and agrees to benefit from and to be bound by and to perform each and every term, covenant, condition and agreement contained in the Amended Development Agreement as the Owner (as such term is defined in the Amended Development Agreement) of the Jones Property as if each thereof were set forth in this Consent. Each of said terms, covenants, conditions and agreements shall be binding upon, inure to the benefit of, and be enforceable by the parties to the Amended Development Agreement (and by Jones, as the case may be) and their successors and assigns.

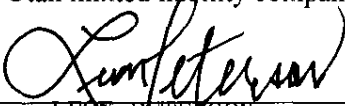
2. Jones does hereby subordinate all of Jones's right, title and interest in and to the Jones Property to the Amended Development Agreement, and the Amended Development Agreement shall be a benefit to and an encumbrance upon Jones's fee interest in and to the Jones Property.

3. This Consent represents the complete agreement by Jones and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. This Consent shall continue in full force and effect notwithstanding any renewals, amendments or modifications of the Amended Development Agreement.

4. Jones warrants and represents that no consent, approval or joinder of any other person or entity is necessary in order for this Consent to be valid and enforceable against Jones. Jones acknowledges that the Letter Agreement and this Consent were supported by good and valuable consideration.

DATED: ~~March~~ ^{May} 31, 2005.

Jones Land Company, L.L.C.,
a Utah limited liability company


By: LEON PETERSON
Its: AGENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 31st day of May, 2005, by Leon Peterson, the Agent of Jones Land Company, L.L.C., a Utah limited liability company.

My commission expires:

03-25-07

Lori Johnston
Notary Public in and for the State of Utah
Residing at see UT

