

WHEN RECORDED RETURN TO:

Larry G. Moore, Esq.
RAY, QUINNEY & NEBEKER
400 Deseret Building
Salt Lake City, Utah 84111

RELEVANT SALT LAKE
COUNTY PROPERTY IS
LOCATED ON PAGES
1-15, inclusive and
25-28, inclusive

3893346

SECOND AMENDMENT TO INDENTURE OF MORTGAGE
AND NOTICE OF ADDITIONAL ADVANCE

THIS SECOND AMENDMENT TO INDENTURE OF MORTGAGE, DEED OF TRUST AND SECURITY AGREEMENT with assignment of leases, rents, and accounts, notice of additional advance (hereinafter called the "Second Amendment") is made and entered into and executed in as many duplicate originals as shall be required for recording purposes as of the 15TH day of November, 1983, by and between Scott M. Waldron, Barbara J. Waldron, Dean R. Lindsay, D. R. Lindsay Associates, a Utah limited partnership, Dean R. Lindsay and Joan B. Lindsay, both as Trustees for both Joan B. Lindsay and Dean R. Lindsay, respectively, and Titus Foods, Inc. (hereinafter collectively called "Borrowers"), as mortgagors, debtors, trustors, and/or assignors, as the case may be determined pursuant to provisions of the original "Indenture of Mortgage" (as that term is defined below), and First Security Bank of Utah, National Association, a national banking corporation of the United States of America (hereinafter called "Lender").

WHEREAS, Lender has previously loaned Borrowers the sum of \$5,200,000 pursuant to a Loan Agreement (the "Loan Agreement") and Promissory Note (the "Note") dated as of August 3, 1982, and

WHEREAS, the obligations of Borrowers pursuant to the Loan Agreement, Note and related documents were secured in part by an "Indenture of Mortgage, Deed of Trust, and Security Agreement" with relating financing statements both dated as of August 3, 1982 (collectively the "Indenture of Mortgage") by which Lender obtained a perfected security interest and/or lien in the "Collateral" and the "Real Property" as those terms are defined in the Indenture of Mortgage, and

WHEREAS, Lender has previously loaned additional funds to Borrowers in the principal amount of \$403,518, pursuant to an Amendment to Loan Agreement dated December 20, 1982, and that loan is secured by the Indenture of Mortgage pursuant to the Amendment to Indenture of Mortgage and Notice of Additional Advance dated December 20, 1982 (the "First Amendment"), and

WHEREAS, the Indenture of Mortgage (and related financing statement) was recorded as follows:

A. On the real property described in Schedules II-A and III-A attached hereto, as Entry No. 3702237 in Book 5402 at Page

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2795 et seq., and Entry No. 3702232 in Book 5402 at Page 2903 et seq., both in the official records of the Salt Lake County Recorder;-

B. On the real property described in Schedules II-B and III-B attached hereto, as Entry No. 620866 in Book 911 at Page 466 et seq., and Entry No. 620867 in Book 911 at Page 574 et seq., both in the official records of the Davis County Recorder;

C. On the real property described in Schedule II-C attached hereto, as Entry Nos. 862233 and 862234, respectively, both in the official records of the Weber County Recorder;

D. On the real property described in Schedule II-D attached hereto, as Entry Nos. 453534 and 453535, respectively, both in the official records of the Cache County Recorder;

E. On the real property described in Schedule II-E attached hereto, as Entry No. 20069 in Book 1996 at Page 226 et seq., and as Entry No. 20070 in Book 1996 at Page 334 et seq. of the official records of the Utah County Recorder, and

WHEREAS, the Indenture of Mortgage secured "future advances" by Lender to Borrowers, pursuant to section (c) at pages 2 and 3 which described the indebtedness secured and stated:

Payment of all other sums on any and every account, whether or not the same are mature, contingent or direct, with interest thereon, which may hereafter be loaned or advanced ("future advances") to Borrowers or their successor(s) or assigns, or any one of them by the Lender, either separately or jointly, when the same are evidenced by a promissory note or notes or other evidence of indebtedness which recite that they are secured by this Indenture (such obligations shall be established, prima facie, by the books and records of Lender).

WHEREAS, Lender has loaned advanced and/or extended additional credit to Borrowers in the principal amount of \$500,000.00, which loan, advance and/or extension of credit to Borrowers is evidenced by a Revolving Demand Note (the "Demand Note") and a Second Amendment to Loan Agreement, both of even date with this Amendment, and is secured by the Indenture of Mortgage, and all related financing statements, pursuant to the above-quoted "future advances" clause, and

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WHEREAS, certain of the real property descriptions in the Schedules to the Indenture of Mortgage and First Amendment are in error.

NOW THEREFORE:

1. Notice is hereby given that the Indenture of Mortgage, and all related financing statements, secure and are related to the \$500,000.00 additional advance of even date herewith, in addition to the original \$5,200,000 loan and the subsequent loan of \$403,518.

2. Borrowers further, and as additional security for the \$500,000.00 Demand Note of even date herewith, grant to and create in Lender a security interest, as defined by the Utah Uniform Commercial Code, in all "Collateral" as that term is defined in the Indenture of Mortgage, and do assign and grant to Lender all of the estate, right, title and interest of Borrowers in and to the "Schedule II Real Property" and the "Schedule III Real Property", as those terms are defined in the Indenture of Mortgage, provided, however, that notwithstanding the acceptance by Lender of such assignment, for purposes of the imposition or assumption of any obligations of Borrowers as lessees, sublessees or assignees of the Schedule II Real Property and the Schedule III Real Property, as the case may be, such imposition or assumption of obligations shall only be effective after the occurrence of a default (as defined in the Indenture of Mortgage) and the affirmative election by Lender to accept such obligations; provided further, that such affirmative election by Lender need not be exercised at all or may be exercised with respect to any one or more of the Schedule II Real Properties and the Schedule III Real Properties. Borrowers shall have no right to revoke the aforesaid assignment during the time that any obligation or indebtedness secured by the Indenture of Mortgage, the First Amendment and this Second Amendment remains outstanding and Borrowers shall make no other assignment, transfer or other disposition of their estate, right, title or interest in and to the Schedule II Real Property and the Schedule III Real Property, except as permitted by the Indenture of Mortgage.

3. The Schedules attached to this Second Amendment correct errors in the real property description found in the Schedules to the Indenture of Mortgage and the First Amendment.

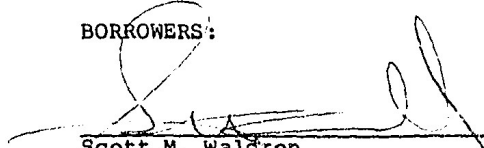
4. All terms, conditions, agreements, covenants, representations, and warranties set forth in the Indenture of Mortgage and remain in full force and effect, and are specifically reaffirmed hereby.

NO. 5523 REV 1905

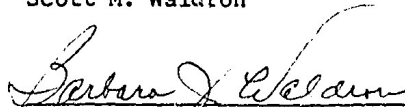
5. This Second Amendment shall be signed in any number of duplicates and counterparts, each of which shall be deemed an original, and such counterparts and duplicates shall together constitute one and the same instrument.

IN WITNESS WHEREOF, Borrowers have executed this Indenture on the 25th day of November, 1983.


BORROWERS:



Scott M. Waldron



Barbara J. Waldron




Dean R. Lindsay


D. R. Lindsay Associates

By 

General Partner



Dean R. Lindsay, as trustee

~~Joan B. Lindsay, as trustee~~ 

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Titus Foods, Inc.

By [Signature]
Its:

LENDER
FIRST SECURITY BANK OF UTAH, N.A.

By [Signature]
Title: Vice President

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 25th day of November, 1983, personally appeared before me Scott M. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

My Commission Expires:
MY COMMISSION EXPIRES SEPTEMBER 29, 1985

[Signature]
Notary Public
Residing at: Salt Lake City, Utah

STATE OF UTAH)
: ss.
County of Salt Lake)

On the 25th day of November, 1983, personally appeared before me Barbara J. Waldron, known by me to be the signer of the foregoing document, who duly acknowledged to me that she executed the same.

My Commission Expires:
MY COMMISSION EXPIRES SEPTEMBER 29, 1985

[Signature]
Notary Public
Residing at: Salt Lake City, Utah

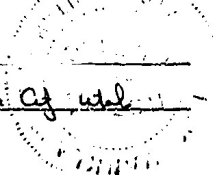
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STATE OF UTAH)
 : ss.
County of Salt Lake)

On the 15th day of November, 1983, personally appeared before me Dean R. Lindsay, known by me to be the signer of the foregoing document, who duly acknowledged to me that he executed the same.

My Commission Expires:
MY COMMISSION EXPIRES SEPTEMBER 20, 1985

J. P. Klaus
Notary Public
Residing at: Salt Lake City, Utah

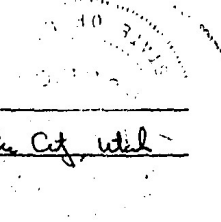


STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On this 15th day of November, 1983, personally appeared before me Dean R. Lindsay as trustee, ~~and Dean R. Lindsay as attorney for Joan B. Lindsay, in her capacity as trustee,~~ the signer of the above instrument, who duly acknowledged to me that he executed the same, with full power and authority as the trustees and on behalf of both inter vivos revocable trusts dated July 15, 1980 and July 21, 1980, wherein Dean R. Lindsay and Joan B. Lindsay are both trustees.

My Commission Expires:
MY COMMISSION EXPIRES SEPTEMBER 20, 1985

J. P. Klaus
Notary Public
Residing at: Salt Lake City, Utah



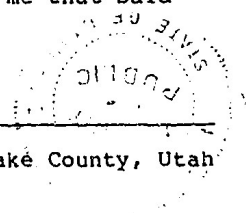
STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 15th day of November, 1983, personally appeared before me Scott M. Walker, who being by me duly sworn, did say that he/she is the President of Titus Foods, Inc., and that said instrument was signed in behalf of said corporation by authority of a resolution of its board of directors, and

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said South Western acknowledged to me that said corporation executed the same.

John Klavette
Notary Public
Residing in Salt Lake County, Utah



My Commission Expires:
MY COMMISSION EXPIRES SEPTEMBER 23, 1939

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Schedule II-A

(Borrower as Lessee)

LEASE AGREEMENTS ASSIGNED TO LENDER AS COLLATERAL
FOR OBLIGATIONS OF BORROWERS PURSUANT TO INDENTURE
OF MORTGAGE AND LOAN AGREEMENT DATED AUGUST __, 1982

Leaseholds Situate in Salt Lake County, State of Utah

Lessor: Dee's, Inc.
Location Code: A

Lessee:
Scott M. Waldron

Date of Lease:
August __, 1982

Legal Description:

Parcel "A": Beginning at a point on the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, said point being N 89°58'38" E along said North line 264.132 feet from the N.W. corner of said Lot 5, said point also being N 39°58'38" E along the North Temple monument line 331.338 feet from a Salt Lake City monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'38" E 66.034 feet to the N.W. corner of Lot 6, said Block 58; thence N 89°58'38" E along the North line of said Lot 5, 123.814 feet to the N.W. corner of the property, deeded by quit-claim deed #2436079; thence along the West line of said property S 0°02'29" E 136.966 feet, S 58°24'52" W 13.315 feet, S 89°58'38" W 28.105 feet and S 2°52'10" W 21.191 feet; thence S 89°58'50" W 149.278 feet; thence N 0°02'05" W 165.091 feet to the point of beginning, containing 0.70 acre.

Together with the right of use with Lessor and others a right of ingress and egress from 900 West Street to the above property and the right to park with Lessor and others on the following described property identified as Parcel "B". Both the right-of-way to 900 West Street and the parking on the following described property are granted only so long as Lessor has the right and control of such. Lessor makes no warranties as to the amount of time which Lessor shall have control of the same.

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Parcel "B": Beginning at the S.W. corner of Parcel "A", said point being N 89°58'38" E 264.132 feet along the North line of Lot 5, Block 58, Plat "C", Salt Lake City Survey, and S 0°02'05" E 165.091 feet from the N.W. corner of said Lot 5, said point also being N 89°58'38" E along the North Temple monument line 331.338 feet and S 0°02'05" E 240.079 feet from a monument in the intersection of said North Temple and 900 West Streets; thence N 89°58'50" along the South line of said Parcel "A", 149.238 feet to a point on the West line of property deeded by quit-claim deed #2426079; thence along said West line S 2°52'10" W 8.324 feet, S 32°20'05" W 14.948 feet and S 0°02'05" W 74.787 feet; thence N 0°02'05" W 16.509 feet to the S.E. corner of said Lot 5; thence S 89°58'56" W along the South line of said Lot 5, 66.034 feet; thence N 0°02'05" W 66.051 feet to the point of beginning, containing 0.255 acre.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property, as well as access to the meter box located on said premises.

2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

3. Common parking over that part of the premises lying west of the present building for Lessor's customers and invitees and those of its landlord, Anderson Investment Corporation.

4. The restriction that Lessee put no barriers to prevent employees, customers and invitees of Lessor and those of Lessor's landlord from crossing from the adjoining property over the above-described premises to and from North Temple Street.

5. Lessor is retaining for itself and for its landlord, Anderson Investment Corporation, and such is not to be considered part of the leased premises,

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adjoining property not included in the Lease, together with a right of ingress and egress over the above-described property as follows: from North Temple Street to the property that Lessor and its said Landlord are retaining on the south and west sides of the property being leased herein.

Lessor: Anderson Lessee: Date of Lease:
 Investment Corp. Scott M. Waldron August __, 1982
Location Code: B

Legal Description:

Beginning at a point on the South line of Lot 2, Block 2, 5 Acre Plat "A", Big Field Survey, said point being N 89°51'45" W along said South line 274.176 feet from the Southeast corner of said Lot 2, said point also being N 89°58'51" W along the 2100 South Street Monument line 277.837 feet and N 0°06'23" E 37.017 feet from a Salt Lake City Monument in the intersection of said 2100 South and 800 East Streets; thence N 89°51'45" W along said South line 167.023 feet to a point on the extension of the East line of a 3-foot sidewalk; thence N 0°01'43" E along the East line of said sidewalk and its extension 198.10 feet; thence S 89°51'45" E 167.292 feet; thence S 0°06'23" W 198.10 feet to the point of beginning, containing 0.76 acre.

Together with joint access with Lessor and others Lessor authorizes to and from Lake Street on the north to the extent and as long as Anderson Investment Corporation has such right. Lessor makes no warranties either to the extent or for the time of such access.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property.
2. All easements and restrictions shown on the title report attached and those observable on the land,

including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

3. The restriction that Lessee put no barriers to prevent employees, customers and invitees of Lessor and Lessor's tenants from crossing from the adjoining property on the east and the west of said premises.

4. Common parking with Lessor and its tenants on the east 16 feet and on the west 30 feet, together with a right-of-way for access to and from the adjoining property on the west across the above premises to and from Lake Street and to and from 2100 South Street at the present curb openings on both the south and the north of the existing building adjoining on the west of the above premises.

5. A right-of-way across the north 20 feet of said premises extending from the east boundary to the west boundary for Lessor and those designated by Lessor.

6. Lessor is retaining adjoining property which is not to be considered part of the leased premises.

Lessor: Anderson Lessee: Date of Lease:
 Investment Corp. Scott M. Waldron August __, 1982
Location Code: C

Legal Description:

Commencing at the Northeast corner of Lot 22, Block 16, The Main Street Subdivision, being a subdivision of Lots 15, 16 and 18, Block 22, Five Acre Plat "A", Big Field Survey, Salt Lake County, Utah, and running thence South along the West boundary line of State Street 155.0 feet, more or less, to the Southeast corner of Lot 27; thence West 165.0 feet; thence North 155.0 feet, more or less, to the South boundary line of Harvard Avenue; thence East along the South boundary line of Harvard Avenue 165.0 feet to the point of beginning.

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Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property.

2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

3. Joint use by Lessor and its tenants and invitees over the 20-foot square portion in the southwest corner and subject to a 20-foot right-of-way for ingress and egress to State Street from property on the west.

4. Lessee will put no barriers between the premises and the adjoining property retained by Lessor.

5. Lessor is retaining adjoining property on the west and the south of the above-described property and such is not to be considered part of the leased premises.

Lessor: Dee's, Inc.
Location Code: D

Lessee: Scott M. Waldron

Date of Lease: August __, 1982.

Legal Description:

Parcel No. 1:

Beginning at the Southwest corner of Lot 4, Block 54, Plat "A", Salt Lake City Survey and running thence East 57 feet; thence North 56 feet 9 inches; thence West 20 inches; thence North 50 feet 7 inches; thence West 55 feet 4 inches; thence South 107 feet 4 inches to the place of beginning.

Parcel No. 2:

Beginning at the Southwest corner of Lot 4, Block 54, Plat "A", Salt Lake City Survey and running thence West

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108 feet; thence North 56.75 feet; thence West 1.67 feet; thence North 50.7 feet; thence East 109.67 feet; thence South 107.45 feet to the point of Beginning.

Parcel No. 3:

Beginning 107 feet 4 inches North from the Southwest corner of Lot 4, Block 54, Plat "A", Salt Lake City Survey, and running thence North 10 feet; thence East 165 feet; thence South 10 feet; thence West 165 feet to the place of Beginning. Subject to a right-of-way over the whole thereof.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

Parcel No. 4: Beginning at the Southwest corner of Lot 3, Block 54, Plat "A", Salt Lake City Survey, and thence East 3 rods; thence North 10 rods;

thence West 3 rods; thence South 10 rods to the place of Beginning.

Lessor: Anderson Investment Corp. Lessee: Scott M. Waldron Date of Lease: August __, 1982
 Location Code: F

Legal Description:

COMMENCING at a point 2 rods West and 100.98 feet South from the Northeast corner of Section 28, Township 2 South, Range 1 East, Salt Lake Meridian, and running thence South 153.88 feet; thence West 14 rods; thence North 187.57 feet; thence South 82°55' East 232.78 feet to the place of beginning. Subject to a right-of-way over the Northerly 20 feet thereof.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them.

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2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

Lessor: Dee's, Inc. Lessee: Date of Lease:
Location Code: C Scott M. Waldron August __, 1982

Legal Description:

A tract of land situated in the Northeast quarter of the Northeast quarter of Section 18, Township 2 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Commencing at a point North 89°59'04" West 1181.85 feet and South 0°05'30" West 138.43 feet from the Northeast corner of said Section 18, and running thence South 89°54'30" East 165 feet; thence South 0°05'30" West 165 feet; thence North 89°54'30" West 165 feet; thence North 0°05'30" East 165 feet, to the point of beginning.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. A joint parking agreement with Kearns Center, Inc. and others dated December 11, 1956.

Lessor: Dee's, Inc. Lessee: Date of Lease:
Location Code: H Scott M. Waldron August __, 1982

Legal Description:

Beginning at a point which is South 143.68 feet and West 73.96 feet from the Northeast corner of Section 7, Township 3 South, Range 1 East, Salt Lake Base and Meridian, said point also being South 0°21'30" East along the 700 East Street monument line 182.979 feet and North 89°27'05" West 53.00 feet from a Salt Lake County monument in the intersection of said 700 East and 9400 South Streets; thence South 0°21'30" East 150.025 feet; thence North 89°27'05" West 120.00 feet to the East line of Union Square, a subdivision in the Northeast 1/4 of said Section 7; thence North 0°21'30" West along said East line 280.00 feet; thence South 89°27'05" East 50.00 feet; thence South 0°21'30" East 129.974 feet to the South line of a service station property; thence South 89°27'05" East along said South line 130.00 feet to the point of beginning, containing 0.77 acre.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. The right of Lessor to place and use a garbage dumpster at the site it is presently located on the southwest portion of said premises.
4. The right of ingress and egress and to make deliveries from and to 9400 South Street and 700 East Street from adjoining property on the south.
5. Lessee will put no barriers between the above premises and the property on the south and west.
6. Lessor is retaining adjoining property which is not to be considered part of the leased premises.

Lessor: Anderson Lessee: Date of Lease:
 Investment Corp. Scott M. Waldron August __, 1982
Location Code: I

Legal Description:

Beginning at a point on the East line of the property deeded to the City of West Jordan by Special Warranty Deed dated May 2, 1977, said point being South 0°03'25" East along the quarter section line 183.07 feet and North 89°57'15" East parallel with the North line of Section 34, Township 2 South, Range 1 West, Salt Lake Base and Meridian; 43.50 feet from the North quarter corner of said Section 34; thence North 89°57'15" East 71.99 feet; thence North 0°03'25" West 53.00 feet; thence North 89°57'15" East 117.49 feet; thence South 0°03'25" East 222.0 feet; thence South 89°57'15" West 189.48 feet to said East line of the City of West Jordan's property; thence North 0°03'25" West along said East line 169.06 feet to the point of beginning.

Together with a right-of-way for ingress and egress to 7800 South Street from said property to the extent and for the time Lessor has the control over the property described as follows:

A 20-foot wide right-of-way for both ingress and egress from the above property to 7800 South Street, approximately 116 feet east of the east line of Redwood Road over the following described property:

Beginning at a point 183 feet South from the Northwest corner of the Northeast quarter of Section 34, Township 2 South, Range 1 West, Salt Lake Base and Meridian, and running thence East 115.5 feet; thence North 53 feet; thence East 78.5 feet; thence North 130 feet to the center of 7800 South Street; thence West 194.0 feet; thence South 183 feet to the point of beginning.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to

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install and maintain utilities across the premises to retained adjacent property.

2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

3. Lessee will put no barriers between the premises and the adjoining property retained by Lessor.

4. Lessor is retaining, and such is not to be considered part of the leased premises, adjoining property not included in the Lease, together with a right of ingress and egress over the above-described property as follows: from _____ Street to and from the property that Lessor is retaining on the east side of the property being leased herein.

Lessor: Dee's, Inc.
Location Code: K

Lessee:
Scott M. Waldron

Date of Lease:
August __, 1982

Legal Description:

Beginning at a point 200 feet South of the Southeast corner of Lot 17, HILLSDALE SUBDIVISION No. 2, said Southeast corner of Lot 17 being 399.69 feet North $0^{\circ}05'25''$ West and 1077.68 feet North $89^{\circ}56'05''$ East from the Southwest corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian; running South $89^{\circ}56'05''$ West 140 feet; thence South 165.94 feet, more or less, to the North line of 3500 South Street; thence along said North line North $89^{\circ}53'20''$ East 140 feet, more or less, to a point due South of the place of beginning; thence North 165.83 feet, more or less, to the place of beginning.

Also: Beginning 100 feet South of the Southeast corner of Lot 17, HILLSDALE SUBDIVISION No. 2, said Southeast corner being 399.69 feet North $0^{\circ}05'25''$ West and 1077.68 feet North $89^{\circ}56'05''$ East from the Southwest corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence South

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89°56'05" West 140 feet; thence South 100 feet; thence North 89°56'05" East 140 feet; thence North 100 feet to the place of beginning.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. A conditional use permit for parking as per letter dated August 3, 1972 from Salt Lake County in reference to north parcel.

Lessor: Dee's, Inc.
Location Code: L

Lessee:
Scott M. Waldron

Date of Lease:
August __, 1982

Legal Description:

Beginning at the Southeast corner of Lot 1, Block 70, Plat "A", Salt Lake City Survey, and running thence West 140 feet; thence North 90.75 feet; thence West 25 feet; thence North 41.25 feet; thence East 165 feet; thence south 132 feet to the point of beginning.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. A right of ingress and egress to 200 South Street from the adjoining property on the west.

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4. Lessee will put no barriers between the premises and the adjoining property retained by Lessor.

Lessor: Anderson
Lessee: Investment Corp. Date of Lease: August __, 1982
Location Code: 0 Scott M. Waldron

Legal Description:

Lot 2 and the East 10 feet of Lot 1 of ARK SUBDIVISION, according to the official plat thereof on file in the office of the County Recorder of Salt Lake County.

Subject to and together with a nonexclusive 25.0 foot wide right-of-way limited to use in connection with adjoining property to which it is appurtenant, and the centerline of which is described as follows:

Beginning on the North line of 9000 South Street, said point being South 89°53' West along the centerline of 9000 South Street 1866.81 feet and North 0°07' West 73.00 feet from an existing monument in the intersection of 9000 South and State Street, said point being also North 162.60 feet and East 269.86 feet from the center of Section 1, Township 3 South, Range 1 West, Salt Lake Base & Meridian, and running thence North 0°07' West 214.50 feet; thence South 89°53' West 444 feet, more or less, to the Easterly line of 240 West Street. The location of the right-of-way may be changed upon mutual agreement among the owners of adjoining property to which it is appurtenant.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel

5523 1921

extending into and over sidewalks, curbs, gutters and roadways.

3. A right of ingress and egress from and to 9000 South Street to the adjoining property of Lessor on the West over the West 20 feet of the above-described premises.

4. The landscaping requirements of Sandy City not presently fully complied with.

Lessor: Dee's, Inc.
Location Code: Q

Lessee:
Scott M. Waldron

Date of Lease:
August __, 1982

Legal Description:

Part of the Northeast quarter of the Northwest quarter of Section 22, Township 1 South, Range 1 West, Salt Lake Base and Meridian; Beginning at the intersection of the Southerly right-of-way line of Utah State Highway F. A. Project No. 218 and the Westerly line of Utah State Highway F. A. Project No. 229, which point is South $0^{\circ}02'16''$ West 50.00 feet and South $89^{\circ}41'$ West 69.00 feet from a Salt Lake City monument, said monument being North $33^{\circ}25'29''$ East 3.60 feet from the Northeast corner of the Northwest quarter of said Section 22 and running thence from said point of beginning South $2^{\circ}13'$ East along said Westerly right-of-way line of Utah State Highway F. A. Project No. 229 a distance of 160.00 feet; thence South $89^{\circ}41'$ West 160.00 feet; thence North $2^{\circ}13'$ West 160.00 feet to said Southerly right-of-way line of Utah State F. A. Project No. 218; thence North $89^{\circ}41'$ East 160.00 feet to the point of beginning.

Together with a right to use jointly with Lessor and others for parking and driveway as designated by Lessor from time to time over the North 50-foot strip along the adjoining property on the South side of said property.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to

install and maintain utilities across the premises to retained adjacent property.

2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

3. Lessee will put no barriers between the premises and the adjoining property retained by lessor.

4. Lessor is retaining, and such is not to be considered part of the leased premises, adjoining property not included in the Lease, together with a right of ingress and egress over the above-described property as follows: from 2100 South Street and Redwood Road to and from the property that Lessor is retaining on the South side of the property being leased herein.

Lessor: Dee's, Inc.
Location Code: S

Lessee:
Scott M. Waldron

Date of Lease:
August __, 1982

Legal Description:

Beginning at a point 2 rods North and 2 rods West from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence North 190 feet along the West line of 5600 West Street; thence West 190 feet; thence South 190 feet to the North line of 3500 South Street; thence East along said North line 190 feet to the point of beginning.

LESS: Beginning at a point North 0°09'50" West along the Section line 33.00 feet and South 89°59'10" West 33.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°59'10" West 190.00 feet; thence North 0°09'50" West 7.00 feet; thence North 89°59'10" East 170.00 feet; thence North 0°09'50" West 183.00 feet; thence North 89°59'10" East 20.00 feet; thence South 0°09'50" East 190.00 feet to the point of beginning.

5523 1923

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to the adjoining property on the north and the west.

2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

3. Present parking which extends over on other property not included in this Lease.

4. Lessee will put no barriers between the premises and the adjoining property on the North and the West.

880-5523 REV 1924

Schedule II-B

(Borrower as Lessee)

LEASE AGREEMENTS ASSIGNED TO LENDER AS COLLATERAL
FOR OBLIGATIONS OF BORROWERS PURSUANT TO INDENTURE
OF MORTGAGE AND LOAN AGREEMENT DATED AUGUST __, 1982

Leaseholds Situate in Davis County, State of Utah

Lessor: Dee's, Inc.
Location Code: W

Lessee:
Scott M. Waldron

Date of Lease:
August __, 1982

Legal Description:

Beginning at a point 1024.98 feet South 0°08' West along the Quarter Section line and North 89°58' West 662.35 feet and South 0°02' West 126.2 feet from the Northeast corner of the Southwest Quarter of Section 1, Township 4 North, Range 2 West, Salt Lake Meridian, in the City of Clearfield, and running thence North 89°58' West 248.07 feet, more or less, to the Easterly line of a highway; thence South 41°24' East 166.79 feet, more or less, along the Easterly line of said highway to the North line of a street; thence South 89°58' East 138.11 feet, more or less, along said street to a point due South of the point of beginning; thence North 125.08 feet, more or less, to the point of beginning.

Together with and subject to the right of access over adjoining property on the North as per Agreement with J. Ron Stacey dated December 5, 1978.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them.
2. All easements and restrictions shown on the title report attached and those observable on the land,

5523 1925

including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

3. A right of the City of Clearfield or the State of Utah to change entrances and exits as per letter dated March 1, 1979 from Dee's, Inc.

BNO 5523 PAF 1926

Schedule II-C

(Borrower as Lessee)

LEASE AGREEMENTS ASSIGNED TO LENDER AS COLLATERAL
FOR OBLIGATIONS OF BORROWERS PURSUANT TO INDENTURE
OF MORTGAGE AND LOAN AGREEMENT DATED AUGUST __, 1982

Leaseholds Situate in Weber County State of Utah

Lessor: Dee's, Inc. Lessee: Date of Lease:
Location Code: X Scott M. Waldron August __, 1982

Legal Description:

All of Lot 1, McGill's Amended Addition to Ogden City, according to the official plat thereof, together with the South 5 feet of Lot 15, and all of Lots 16, 17, 18, 19, 20, and 21 of McGill's Addition to Ogden City, Utah, according to the official plat thereof.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.
3. Claims re vacation of alleyway.

Lessor: Dee's, Inc. Lessee: Date of Lease:
Location Code: Y Scott M. Waldron August __, 1982

Legal Description:

Beginning at a point North 0°58'00" East 184.130 feet and South 89°02'00" East 240.00 feet from a monument in the intersection of Harrison Boulevard and Country Hills Drive, said monument being South 0°01'38" East 1499.124

feet from the Northwest corner of Section 10, Township 5 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°58'00" East 162.00 feet; thence North 89°02'00" West 178.521 feet to the East line of Harrison Boulevard; thence South 5°01'11" West 162.406 feet along said East line; thence South 89°02'00" East 190.00 feet to the point of beginning, containing 0.6853 acre.

Together with a right-of-way in common with others for ingress and egress from the above property to Country Hills Drive over the following described parcels in accordance with the limitations Lessor has on the use of said right-of-way:

Parcel No. 1: Beginning at a point North 0°58'00" East 184.130 feet and South 89°02'00" East 240.00 feet from a monument in the intersection of Harrison Boulevard and Country Hills Drive, said monument being South 0°01'38" East 1499.124 feet from the Northwest corner of Section 10, Township 5 North, Range 1 West, Salt Lake Base and Meridian; and running thence North 0°58'00" East 30.00 feet; thence South 89°02'00" East 80.00 feet; thence South 0°58'00" West 30.00 feet; thence North 89°02'00" West 80.00 feet to the point of beginning, containing 0.0551 acre.

Parcel No. 2: Also a tract of land commencing East along the Section line 76.25 feet and South 0°58' West 1315.4 feet from the Northwest corner of said Northwest Quarter of Section 10, Township 5 North, Range 1 West, Salt Lake Base and Meridian, said point being the Northwest corner of the Texaco, Inc. property, and running thence South 89°02' East 240.0 feet to the true point of beginning; running thence South 89°02' East 30.00 feet; thence South 0°58' West 181.87 feet to the North line of Country Hills Drive; thence North 82°00' West 30.23 feet along said North line of Country Hills Drive; thence North 0°58' East 179.61 feet to the point of beginning.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them. Lessor retains the right to install and maintain utilities across the premises to retained adjacent property.

500-5523 FEB 1928

2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

3. No barriers to the property on the North and East and to and from the said right-of-way.

4. A right-of-way over the North 25 feet of the premises being leased herein for the joint use for ingress and egress by Lessee and Lessor and Lessor's tenants and the employees, customers and invitees of Lessor and Lessor's tenants to and from Harrison Boulevard to the adjoining property on the North and East of the premises being leased herein.

5. Lessor is retaining adjoining property which is not to be considered part of the leased premises.

Lessor: Dee's, Inc.
Location Code: Z

Lessee:
Scott M. Waldron

Date of Lease:
August 1, 1982

Legal Description:

A part of the Northeast Quarter of Section 20, Township 6 North, Range 1 West, Salt Lake Meridian, United States Survey: Beginning at the intersection of the West line of Washington Avenue and the North line of 12th Street, and running thence North 162.22 feet along the West line of Washington Avenue; thence West 129.5 feet; thence South 162.65 feet to the North line of 12th Street; thence East 129.5 feet along the North line of 12th Street to the place of beginning.

Together with and subject to a right-of-way over the following described land, to-wit: Beginning at a point on the North line of 12th Street 129.5 feet West of the West line of Washington Avenue, and running thence North parallel to Washington Avenue 162.65 feet; thence West 15 feet; thence South 162.65 feet to a point 15 feet West of the place of beginning; thence East 15 feet to the place of beginning.

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Also: Part of the Northeast Quarter of Section 20, Township 6 North, Range 1 West, Salt Lake Base and Meridian: Beginning at a point 162.22 feet North along the West line of Washington Boulevard from the intersection of the West line of Washington Boulevard with the North line of 12th Street (as widened in 1976) and West 144.5 feet, more or less, to the West line of 15-foot wide right-of-way described below; running thence South 86.48 feet, more or less, along the West line of said 15-foot wide right-of-way to the North line of a 10.44-foot wide right-of-way described below; thence North 29°09'45" West 100.0 feet along the North line of said 10.44-foot wide right-of-way; thence North 86.48 feet, more or less, to a point due West of the point of beginning; thence East 100 feet, more or less, to the point of beginning.

Together with a right-of-way over, across and along the 15-foot wide strip of land described immediately hereinbelow.

Description of 15-foot wide right-of-way: Beginning at the Northwest corner of property of Continental Oil Company (Weber Tax Serial No. 12-110-0001); running thence West 15.0 feet; thence South 162.65 feet, more or less, to the North line of 12th Street as widened; thence East 15.0 feet along said North line; thence North 162.65 feet, more or less, to the point of beginning.

Description of 10.44-foot wide right-of-way: Beginning at the Northeast corner of property of Soispray of Ogden, Inc. (Weber County Tax Serial No. 12-110-0036); running thence West 100 feet; thence South 10.44 feet; thence East 100 feet; thence North 10.44 feet to the point of beginning.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

Schedule II-B

(Borrower as Lessee)

LEASE AGREEMENTS ASSIGNED TO LENDER AS COLLATERAL
FOR OBLIGATIONS OF BORROWERS PURSUANT TO INDENTURE
OF MORTGAGE AND LOAN AGREEMENT DATED AUGUST __, 1982

Leaseholds Situate in Cache County, State of Utah

Lessor: Dee's, Inc.
Location Code: AA

Lessee:
Scott M. Waldron

Date of Lease:
August __, 1982

Legal Description:

Beginning at a point North 46.36 feet on the Monument line of Main Street and South 89°52'12" East 61.0 feet from the Monument in the intersection of Main Street and 200 North in Logan, Utah, and running thence South 89°52'12" East 165.307 feet to a point 0.3 feet West of an existing four-foot high chain link fence; thence North 176.183 feet more or less parallel to said fence and along a five-foot high cinder block wall to the North of said fence to a point 0.4 feet South of the five-foot high cinder block wall; thence North 89°52'12" West 165.31 feet more or less parallel to said wall and along the South wall of the existing motel structure and South 176.18 feet to the point of beginning.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them.
2. All easements and restrictions shown on the title report attached and those observable on the land, including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

800/5523 RMT 1981

Schedule II-E

(Borrower as Lessee)

LEASE AGREEMENTS ASSIGNED TO LENDER AS COLLATERAL
FOR OBLIGATIONS OF BORROWERS PURSUANT TO INDENTURE
OF MORTGAGE AND LOAN AGREEMENT DATED AUGUST __, 1982

Leaseholds Situate in Utah, State of Utan

Lessor: Anderson Lessee: Date of Lease:
 Investment Corp. Scott M. Waldron August __, 1982
Location Code: BB

Legal Description:

Commencing in the East boundary of North University, Provo, Utah, said point of beginning being North 1262.58 feet and West 485.10 feet from the Southeast corner of Section 36, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 89°00' East parallel to and 9.00 feet South of the Regal Bowling Alley Building 107.25 feet; thence South 1°00' West parallel to and 1.00 feet West of the Regal Bowling Alley Building 66.00 feet; thence North 89°00' West 14.50 feet; thence South 0°30' West 201.00 feet to the Northerly boundary of the State Road right-of-way; thence South 60°39'30" West along said right-of-way boundary 20.41 feet; thence North 89°00' West 76.00 feet to the East boundary of North University Avenue, Provo, Utah; thence North 0°49' East along said Avenue boundary 277.30 feet to the point of beginning. Area, 0.61 acres.

Subject to the following:

1. All utilities that cross the premises and the right to maintain them.
2. All easements and restrictions shown on the title report attached and those observable on the land,

800/5523 PART 1932

including but not limited to any part of said parcel extending into and over sidewalks, curbs, gutters and roadways.

3. To sublease for parking on North 20 feet as per Sublease with Regal Recreation, Inc. dated September 1, 1980.

B0065523 PART 1933

Schedule III-A

(Borrower as Sublessor)

LEASE AGREEMENTS ASSIGNED TO LENDER AS COLLATERAL
FOR OBLIGATIONS OF BORROWERS PURSUANT TO
INDENTURE OF MORTGAGE AND LOAN AGREEMENT
DATED AUGUST _____, 1982

Leaseholds Situate in Salt Lake County, State of Utah

<u>Lessors:</u>	<u>Lessee:</u>	<u>Date and Term of Lease:</u>
Roderick Enterprises William C. Roderick Mary C. Roderick (Location Code E)	Anderson Investment assigned to Dee's, Inc. (1-1-80)	5-28-70, 20 years plus 2-10 year option

Legal Description:

Commencing at the Southeast corner of 6400 South Street and State Street in Salt Lake County, State of Utah, which point is more particularly described as being South 84°35'35" East 51.86 feet and South 03°53' West 33.01 feet from a Salt Lake County monument located at the intersection of 6400 South and State Street, and this monument being West 131.1 rods (2,163.15 feet) and North 04°00'25" East 679.82 feet from the center of Section 9, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and from this point of beginning running thence along the South right of way line of 6400 South Street, South 84°35'35" East 150 feet; thence South 03°53' West 135 feet; thence North 84°35'35" West 150 feet to the East right of way line of State Street; thence along said right of way line North 03°53' East 135 feet to the point of beginning.

800-5523 8/1984

<u>Lessors:</u>	<u>Lessee:</u>	<u>Date and Term of Lease:</u>
Spencer L. Nunley Donna M. Nunley Florien J. Wineriter Carol A. Wineriter (Location Code M) (? - addresses don't match exactly)	Dee's, Inc.	11-2-74, 5 years plus 5-5 year option

Legal Description:

Commencing North 0°12' West 60 feet and North 89°53' East 53 feet from the South Quarter Corner of Section 34, Township 1 South, Range 1 West, Salt Lake Meridian; thence South 89°56'15" East 3.88 feet; thence Easterly along a curve to the left bordering 4100 South Street 119.5 feet; thence North 78°01'14" East bordering 4100 South Street 51.62 feet; thence North 150 feet; thence West 175 feet more or less to the border of Redwood Road; thence South bordering Redwood Road 150 feet more or less of the point of beginning.

<u>LESSOR:</u>	<u>Lessee:</u>	<u>Date and Term of Lease:</u>
Professional Maninvest, Inc. (Location Code N)	Dee's, Inc.	6-15-76, 15 years plus 2-5 year option

Legal Description:

Commencing at a point on the South line of 5600 South Street, said point being South 1340.07 feet and East 1559.02 feet from the Northwest corner of Section 17, Township 2 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah, and running thence South 0°14'30" West 155 feet; thence South 89°49'35" East 155 feet to the West line of 900 East Street; thence North 0°14'30" East along the West line of 900 East Street 155 feet to the intersection of the West line of 900 East Street and the South line of 5600 South Street; thence North 89°49'35" West along the South line of 5600 South Street 155 feet to the point of commencement.

800-5523 EXT 1935

<u>Lessor:</u>	<u>Lessee:</u>	<u>Date and Term of Lease:</u>
Brasher Investment (Location Code J)	Anderson Investment Corp., assigned to Dee's Inc. (1-1-80)	9-19-61, 10 years plus 7 year option -- extended to 10-31-85 without option

Legal Description:

Commencing at a point on the ~~west~~^{East} side of State Street which is 938.19 feet South and 33 feet East from the Northwest corner of Lot 9, Block 17, Ten Acre Plat "A", Big Field Survey, which said point of beginning is further identified as the Northeast corner of the intersection of Ford Avenue and State Street; thence North 167 feet; thence East 217 feet; thence South 167 feet to the North line of Ford Avenue; thence West along the North line of Ford Avenue to the point of beginning.
217 feet

<u>Lessor:</u>	<u>Lessee:</u>	<u>Date and Term of Lease:</u>
BBW Co. (Location Code R)	Dee's, Inc.	10-15-76, 15 years without option.

Legal Description:

Commencing at a point 875.74 feet East and 1128.60 feet North from the Southwest corner of the Southwest 1/4 of Section 28, Township 1 South, Range 1 East, Salt Lake Meridian, thence West along the South side of 33rd South Street 200 feet to the East side of County Road known as Highland Drive; thence South 16 degrees East along the East side of Highland Drive 200 feet; thence East 144.87 feet; thence North 192.25 feet to the place of beginning.

<u>Lessor:</u>	<u>Lessee:</u>	<u>Date and Term of Lease:</u>
Hoyt W. Brewster Naomi S. Brewster (Location Code D)	Dee's Seventh East, Inc., assigned to Dee's, Inc. (1-2-72)	1-6-67, 50 years without option

8005523 MAR 1936

Legal Description:

Beginning at the Southwest corner of Lot 3, Block 54, Plat A, Salt Lake City Survey, and running thence East 3 rods; thence North 10 rods; thence West 3 rods; thence South 10 rods, to the place of beginning, together with any other land included in this property and presently occupied by Lessors.

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Schedule III-B

(Borrower as Sublessor)

LEASE AGREEMENTS ASSIGNED TO LENDER AS COLLATERAL
FOR OBLIGATIONS OF BORROWERS PURSUANT TO
INDENTURE OF MORTGAGE AND LOAN AGREEMENT
DATED AUGUST _____, 1982

Leaseholds Situate in Davis County, State of Utah

<u>Lessors:</u>	<u>Lessee:</u>	<u>Date and Term of Lease:</u>
William K. Olson Barbara L. Olson (Location Code T)	Anderson Investment assigned to Deo's, Inc. (1-1-80)	11-9-71, 10 years plus 3-5 year option

Legal Description:

PARCEL 1:

Commencing 9.24 rods West from the Southeast corner of Lot 4, Block 3, North Mill Creek Plat, Bountiful Townsite Survey, and running thence South 89° 45-1/2' West 73 feet; thence North 132 feet; thence North 89° 45-1/2' East 73 feet; thence South 132 feet to COMMENCEMENT.

PARCEL 2:

COMMENCING at the Southeast corner of Lot 4, Block 3, North Mill Creek Plat, Bountiful Townsite Survey, in the City of Bountiful, and running thence West 152.46 feet along the North line of a street; thence North 118 feet; thence East 152.46 feet; thence South 118 feet to the point of COMMENCEMENT.

800-5523 M 1938

Lessor:

Douglas J. Allred
(Location Code T)

Lessee:

Dee's, Inc.

Date and Term of Lease:

12-14-73, through
12-31-74, after that on
a year-to-year basis.

Legal Description:

Commencing 225.46 feet West of the Southeast corner of Lot 4, Block 3, North Mill Creek Plat, Bountiful Townsite Survey, and running thence West 70 feet, thence North 140 feet, thence East 70 feet to the West boundary of the property Lessee is leasing which is owned by William K. Olson and Barbara L. Olson and thence South along the West boundary line of the Olson property 140 feet to the point of beginning.

Lessors:

William K. Olsen
Barbra L. Olsen
(Location Code U)

Lessee:

Dee's, Inc.,
subleased to Woods
Cross Hydrotube
Waterslide Assoc.
(1-1-82 to 8-31-92)

Date and Term of Lease:

4-30-77, 15 years plus
2-5 year option

Legal Description:

PARCEL A:

Beginning at a point which is approximately 1947.12 feet North and 1239.18 feet East and 27.25 feet North 89° 52' West and 142.44 feet North 26° 06' 49" East, from the South 1/4 Corner of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian, in Woods Cross, Davis County, Utah, thence North 26° 06' 49" East 186.9 feet more or less to the South side of 2500 South Street, a private road, thence Southeasterly 100.00 feet more or less along said road, thence South 89° 52' East 45.0 feet more or less along the south side of said road, thence 63.61 feet around a 30 foot curve to the right to Highway 91, thence South 31° 21' West 96.17 feet along the west side of Highway 91, thence North 89° 52' West 187.50 feet to the point of beginning.

8005523 1939

PARCEL B:

Beginning at a point in the north side of 2600 South Street in Woods Cross, Utah, said point being approximately 1947.12 feet North and 1239.18 feet East, from the South 1/4 Corner of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian, said point also being 53.0 feet at right angles north from the center line at Station 28+34.46 of Project NS-129(1) by the Utah State Road Commission in Woods Cross, Davis County, Utah; thence North 89° 52' West 27.25 feet, thence North 26° 06' 49" East 142.44 feet, thence South 89° 52' East 187.50 feet to the Northwesterly boundary line of Highway 91, thence South 31° 21' West 149.72 feet to the north side of said 2600 South Street, thence North 89° 52' West 145.05 feet to the point of beginning.

PARCEL B (SOUTH):

Begin at a Utah State Highway Right of Way marker at the Northwest corner of 2600 South and Highway 91 said point being West 1371.604 feet and North 1937.641 feet from the Southeast corner of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian and running thence N31°12'33"E 149.786 feet along the West line of said Highway 91 thence N89°57'16"W 187.414 feet, thence S26°01'34"W 142.44 feet to the North line of said 2600 South Street, thence along said North line S89°54'47"E 172.30 feet to the point of beginning.

Contains .5291 acres.

PARCEL A (NORTH):

Begin at a point on the West line of Highway 91 said point being West 1293.99 feet and North 2065.75 feet from the Southeast corner of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian and running thence N31°12'33"E 111.349 feet to a point of tangency with a 21.54 foot Radius Curve to the left thence along the arc of said curve 45.58 feet, thence S89°58'05"W 50.45 feet to a point of tangency with a 130.50 foot Radius curve to the right thence along the arc of said curve 105.263 feet, thence S26°01'34"W 186.86 feet to the Point of Beginning.

8005523 APR 1940

MATTIE L. DIXON
 RECORDER
 SALT LAKE COUNTY,
 UTAH
 JAN 15 4 27 PM '04
 REG. OF DEEDS
 Paid [unclear]
 [unclear]
 [unclear]

Contains .6006 acres.

PARCEL C (WEST):

Begin on the North line of 2600 South Street at a point West 1543.903 feet and North 1837.903 feet from the Southeast corner of Section 36, Township 2 North, Range 1 West, Salt Lake Base and Meridian and running thence N26°01'34"E 329.30 feet, thence N50°36'38"W 35.25 feet, thence S89°29'33"W 133.81 feet to the East line of the K-Mart property, thence S00°00'47"E 255.15 feet, thence S26°43'13"W 69.266 feet to the North line of 2600 South Street, thence S89°54'47"E 47.647 feet along said 2600 South Street to the Point of Beginning.

Contains .6990 acres.

<u>Lessors:</u>	<u>Lessee:</u>	<u>Date and Term of Lease:</u>
Alvin H. Johnson Maureen Johnson John H. Field Rita Ann Field (Location Code V)	Dee's, Inc.	8-25-72, 15 years plus 3-5 year option

Legal Description:

Beginning on the North line of Gentile Street, North 89°10'55" West 74.58 feet along said street from an angle corner of the property conveyed to the Board of Education of Davis County School District, by warranty deed recorded April 9, 1965, in Book 314, page 478, which point is North 0°49' East 33.0 feet and North 89°10'55" West 302.43 feet along said street from the South Quarter corner of Section 21, Township 4 North, Range 1 West, Salt Lake Meridian, in the City of Layton, and running thence South 89°10'55" East 165 feet along said street, thence North 0°49' East 175.45 feet, thence North 89°25'24" West 165 feet, thence South 0°49' West 175.45 feet to the point of beginning.

Together with and subject to the right of reasonable ingress and egress over the property immediately East of the above-described property.

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