

ORDERS MEMORANDUM  
TITLE \_\_\_\_\_  
CORDED \_\_\_\_\_  
INDEX \_\_\_\_\_  
GRANTOR \_\_\_\_\_  
GRANTEE \_\_\_\_\_  
DATE MADE \_\_\_\_\_  
MARKS \_\_\_\_\_

#331 Tooele  
Tooele, UT  
12/10/80

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DECLARATION OF RESTRICTIONS  
AND GRANT OF EASEMENTS

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS  
is made as of the 19<sup>th</sup> day of January, 1981<sup>2</sup>, between  
JERRY JAMGOTCHIAN d/b/a Uptown Two ("Jamgotchian") and AL-  
BERTSON'S, INC., a Delaware corporation ("Albertson's").

RECITALS:

- A. Albertson's is the owner of that certain real prop-  
erty described in Schedule I hereto and shown as Parcels I  
and II on Exhibit "A".
- B. Jamgotchian is, or will be, the owner of the ad-  
joining real property described on Schedule II and shown as  
Parcel II on Exhibit "A".
- C. Albertson's and Jamgotchian desire to, and do here-  
by establish the following easements, restrictions and cove-  
nants with regard to their respective parcels:

1. Reciprocal Easements. Each party hereto grants to  
the other party, for the benefit of such other party and its  
respective successors, assigns, tenants, employees, agents,  
customers and invitees and for the customers, employees and  
invitees of such tenants, and for the benefit of the parcel  
belonging to such other party the right in common with each  
other of mutual non-exclusive ingress and egress by vehicu-  
lar and pedestrian traffic and the right of vehicular park-  
ing upon, over and across the Common Area within such party's  
parcel. ("Common Area" shall be defined as that portion of  
each parcel which is not shown as "Building Area" on Exhibit  
"A").

2. Employee Parking. Anything in the foregoing para-  
graph to the contrary notwithstanding, areas to be used for  
parking purposes by employees of the businesses located on  
each party's parcel may be designated from time to time. In  
no event shall such employees park within 250 feet of the

No. 350067  
RECORDED AT THE REQUEST OF \_\_\_\_\_  
MOUNTAIN STATES TITLE CO.  
DATE FEB 23 1982 TIME 3:40 PM  
BOOK 200 OF RECORDS PAGE 18 FEE 12.50

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front of any building on the property described herein, except that employees may park in parking spaces on the north side of the building on Parcel II.

3. Use Restrictions. No portion of Parcel II shall be used for the retail sale of food for off-premises consumption, nor as a theater, bowling alley, skating rink, bar or tavern, adult book store, medical, dental, professional or business offices, entertainment facilities, health spa or studio, training or educational facility, gym, automotive repair facility, dance hall, billiard or pool hall, amusement game parlor, massage parlor, warehouse or car wash, or for the renting, leasing or sale of or displaying for the purposes of renting, leasing or sale of any motor vehicle or trailer or for industrial purposes. In addition, no part of Parcel II shall be used as a restaurant without the prior written consent of Albertson's.

4. Bank Restrictions. No bank or other facility featuring vehicular drive-up or drive-through customer service shall be located on Parcel II unless Albertson's has first given its consent to the location, parking and drive lanes of such facility.

5. Buildings. No building or other structure shall be placed on Parcels I or II except within the area shown as "Building Area" on the Exhibit "A". All buildings and other structures on Parcel II shall be of first quality construction and architecturally designed so that the exterior elevation and color thereof will be architecturally and aesthetically compatible and harmonious with Albertson's building on Parcel II. 509

6. Common Area Maintenance. Each party agrees, at its own expense, to maintain the Common Area of its parcel in good repair. Such repair shall include, but not be limited to keeping the area clean, clear of snow and ice, adequately and clearly striped, adequately lighted, properly landscaped, and resurfaced when reasonably required. Each party agrees

to insure its Common Area with respect to injury to person and loss of life, and damage to property in an amount not less than One Million Dollars (\$1,000,000) for each occurrence and shall furnish to the other party evidence of such coverage upon request.

7. Easements to Run With the Land. The easements, restrictions and covenants contained herein shall run with the land, and shall inure to and pass with said property and shall apply to and bind the respective successors in interest thereof.

8. Signs. Jamgotchian, with the prior written approval of Albertson's, may (i) place a permanent and illuminated (but not moving or flashing) sign on Parcel II or Parcel III at a location mutually acceptable to both parties or (ii) place a designation on Albertson's existing sign pylon at a place and of a size mutually acceptable to both parties, all at Jamgotchian's expense. The cost of the power for the sign and the cost of installation shall be solely borne by Jamgotchian. Albertson's shall cooperate at no cost to Albertson's with Jamgotchian in obtaining the necessary permits and approval and installation of the sign. Albertson's shall not charge Jamgotchian for Albertson's approvals or cooperation in connection with the sign.

9. Entire Agreement; Modification; Waiver. This Agreement, including the attached Exhibits constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings between the parties. No supplement, modification or amendment to this Agreement or any exhibit shall be binding unless executed in writing by all parties. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar and no waiver shall be considered a continuing

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waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

10. Damage or Destruction; Insurance. If any building improvements in the Shopping Center are substantially damaged or destroyed by fire, the elements or other casualty, the owner thereof shall either promptly commence and diligently prosecute to completion such repair as is necessary to restore such building improvements to their former condition or cause such building improvements to be promptly razed, the site graded and the site utility lines to be capped in compliance with governmental requirements.

11. Legal Action. Should suit or legal action be instituted to enforce any of the foregoing provisions, then the losing party agrees to pay the prevailing party its reasonable attorney fees and court costs as may be awarded by a court of competent jurisdiction.

12. Not a Public Dedication. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public, or for any public purpose whatsoever; it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes expressed herein.

13. Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Agreement shall entitle any owner to cancel or rescind or otherwise terminate this Agreement.

14. Severability. If any clause, sentence or other portion of this Agreement shall become illegal, unenforceable, null or void for any reason or shall be held by any court of competent jurisdiction to be so, the remaining portions hereof shall remain in full force and effect.

15. Notices. All notices required to be given hereunder shall be hand delivered or mailed, by certified mail return receipt requested, postage prepaid, and addressed to the person or entity to receive such notice as follows:

If to Albertson's: Albertson's, Inc.  
P.O. Box 20  
Boise, Idaho 83726  
Attention: Legal Department

If to Jamgotchian: Jerry Jamgotchian  
UPTOWN TWO  
1400 Hermosa Avenue, Suite A  
Hermosa Beach, CA 90254

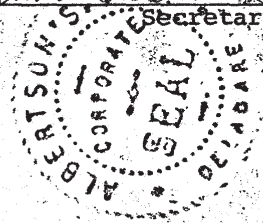
The addresses and addressees for the purpose of this paragraph may be changed by written notice of such change in the manner herein provided for giving notice.

IN WITNESS WHEREOF, the parties have executed this Declaration of Restrictions and Grant of Easements as of the date first above written.

*Jerry Jamgotchian*  
JERRY JAMGOTCHIAN

ALBERTSON'S, INC.,  
a Delaware corporation  
BY: *Thomas S. Alderson*  
~~President~~ Vice President and  
General Counsel

BY: *Mirna O. Gintery*  
Secretary



TO 1944 CA (8-74)  
(Individual)

STATE OF CALIFORNIA }  
COUNTY OF Los Angeles } SS.

On January 8, 1982 before me, the undersigned, a Notary Public in and for said State, personally appeared **\*\*Jerry Jamgotchian\*\***

\_\_\_\_\_, known to me  
to be the person whose name is \_\_\_\_\_ subscribed  
to the within instrument and acknowledged that he  
executed the same.

WITNESS my hand and official seal.

Signature *Mary Katsuda* Mary Katsuda

STAPLE HERE



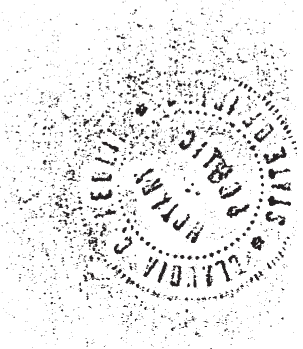
(This area for official notarial seal)

STATE OF IDAHO )  
 : ss.  
County of Ada )

On this 19<sup>th</sup> day of January, 1982, before me, the undersigned Notary Public in and for said State, personally appeared Thomas R. Saldin and Minnie O. Armstrong, known to me to be the Vice President and General Counsel and Secretary respectively, of Albertson's, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of such corporation, for the uses and purposes mentioned therein, and on oath stated that they are authorized to execute the said instrument on behalf of such corporation and that the seal affixed is the corporate seal of such corporation.

WITNESS MY HAND AND OFFICIAL SEAL affixed hereto the day and year in this certificate first above written.

Claudia C. Maden  
Notary Public for Idaho  
Residing at Boise, Idaho  
My commission expires: 10/30/84



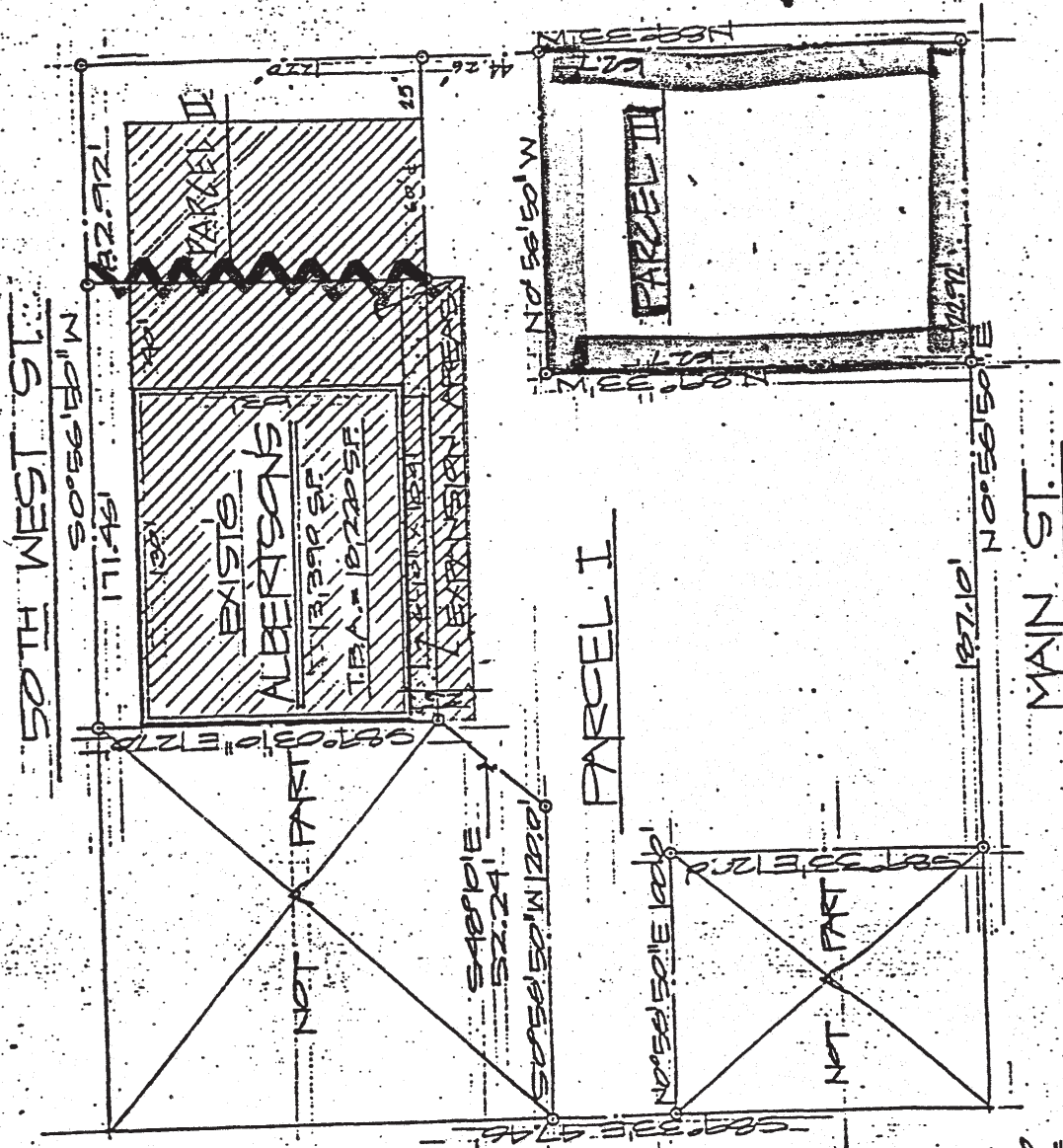
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*Jovelle*

MM - COMMON WALL



SCALE: 1" = 60'



SITE PLAN

HWS. MAN. # 151

*Lot*

REVISIONS

~~Exhibit B~~*Schedule I*Parcel I

A parcel of land located in the Northeast quarter of Section 28, Township 3 South, Range 4 West, Salt Lake Base and Meridian, City of Tooele, County of Tooele, State of Utah, more particularly described as follows: Commencing at the Southeast corner of Lot 1, Block 11, Plat "A", Tooele City Survey, thence North 0°56'50" East, 100.00 feet to the True Point of Beginning; thence North 0°56'50" East, 187.10 feet to the Northeast corner of Lot 3 of said Block 11; thence North 89°33' West, 162.70 feet; thence North 0°56'50" East, 122.92 feet; thence North 89°33' West, 44.26 feet; thence South 0°56'50" West, 82.92 feet; thence North 89°33' West, 127.00 feet; thence South 0°56'50" West, 171.46 feet; thence South 89°03'10" East, 127.00 feet along a party wall; thence South 48° 10' East, 52.24 feet; thence South 0°56'50" West, 120.00 feet; thence South 89°33' East, 47.46 feet; thence North 0°56'50" East, 100.00 feet; thence South 89°33' East, 120.00 feet to the True Point of Beginning; containing 69,279 square feet or 1.5904 acres, more or less.

Parcel II

A parcel of land located in the Northeast quarter of Section 28, Township 3 South, Range 4 West, Salt Lake Base and Meridian, City of Tooele, County of Tooele, State of Utah, more particularly described as follows: Commencing at the Southeast corner of Lot 1, Block 11, Plat "A", Tooele City Survey, thence North 0°56'50" East, 410.02 feet; thence North 89°33' West, 206.96 feet to the True Point of Beginning; thence North 89°33' West, 127.00 feet; thence South 0°56'50" West, 82.92 feet; thence South 89°33" East, 127.00 feet; thence North 0°56'50" East, 82.92 feet to the True Point of Beginning; containing 10,530 square feet or 0.2417 acres, more or less.

*Schedule II*Parcel III

A parcel of land located in the Northeast quarter of Section 28, Township 3 South, Range 4 West, Salt Lake Base and Meridian, City of Tooele, County of Tooele, State of Utah, more particularly described as follows: Commencing at the Southeast corner of Lot 1, Block 11, Plat "A", Tooele City Survey, thence North 0°56'50" East, 287.10 feet to the Southeast corner of Lot 4 of said Block 11, and the True Point of Beginning; thence North 0°56'50" East, 122.92 feet; thence North 89°33' West, 162.70 feet; thence South 0°56'50" West, 122.92 feet; thence South 89°33' East, 162.70 feet to the True Point of Beginning; containing 19,998 square feet or 0.4591 acres, more or less.

with  
 J

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