

When Recorded Return To:
Donald E. Knickrehm
Hawley Troxell Ennis & Hawley
877 Main Street, Suite 1000
Post Office Box 1617
Boise, Idaho 83701-1617

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NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: J MORETON , DEPUTY - WI

#03J0 NWC 70th South & Redwood
West Jordan, UT

MEMORANDUM OF SHOPPING CENTER LEASE

THIS MEMORANDUM OF SHOPPING CENTER LEASE is entered into as of the 29TH
___ day of February, 1996, between **CPI/West Jordan, LLC**, an Idaho limited liability company
("Landlord"), and **Albertson's, Inc.**, a Delaware corporation ("Tenant").

1. **Premises:** Landlord and Tenant have heretofore entered into a Shopping Center Lease dated as of February 29th 1996 (the "Lease"), whereby Landlord has leased and Tenant has hired, and Landlord does hereby lease and Tenant does hereby hire, those certain premises in the City of West Jordan, County of Salt Lake, State of Utah, described in the Lease and more particularly described as Parcel 2 on Schedule I hereto and shown on Exhibit "A" hereto ("Leased Premises"), which premises are a part of the Shopping Center comprised of Parcels 1, 2, 3, 4, 5, 6A, 6B, 7, 8, 9, 10, 11, 12 and 13, described in said Lease and more particularly described in Schedule I attached hereto. Parcels 6A and 6B are sometimes referred to singularly as "Parcel 6." The Shopping Center is divided, for development purposes, into "Phase I," "Phase II," and "Phase III" as shown on Exhibit "A". Phase I is the area of Parcels 1, 2, 3, 12 and 13. Phase II is the area of Parcels 4, 5, 6A, 10 and 11. A perimeter description of Phase II is attached hereto as Schedule II and incorporated herein by this reference. Phase III is the area of Parcels 6B, 7, 8 and 9. A perimeter description of Phase III is attached hereto as Schedule II.

2. **Term:** The term of the Lease is for (i) an interim term commencing on the date of the Lease and terminating on the date the primary term commences, and (ii) a primary term of thirty (30) consecutive years commencing on the earlier of (a) the first (1st) day of the first

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(1st) calendar month after the date Tenant first opens Tenant's building for business and (b) the fifth (5th) anniversary of the date of this Lease, and terminating on the thirtieth (30th) anniversary of the commencement date of the primary term.

3. Option for Renewal: Tenant, at Tenant's option, in accordance with the terms of the Lease, may extend the term of the Lease for nine (9) consecutive periods of five (5) years each on the same terms and conditions, except length of term, as the Lease.

4. Construction and Alteration of Improvements: The Lease provides that:

8.1 Tenant may, at Tenant's initial expense but subject to Landlord's obligation of reimbursement set forth in Article 30 (Purchase of Tenant's Building), raze any improvements located on the Leased Premises, construct on the Leased Premises any improvements, including, without limitation, store building(s) and parking area(s), and make such repairs, additions, alterations and improvements thereto as Tenant deems desirable subject, however, to the terms of this Lease.

8.2 Fee title to all improvements located on the Leased Premises, together with all additions, alterations and improvements thereto, even though a part of the realty, shall be and remain in Tenant until the Building Transfer Date. In the event of any termination of this Lease prior to the Building Transfer Date, fee title to all improvements then located on the Leased Premises, together with all additions, alterations and improvements thereto, shall pass to and vest in Landlord.

8.3 Tenant may sell any improvements located on the Leased Premises, together with all additions, alterations and improvements thereto, to a third party subject, however, to the terms of this Lease.

5. Building and Common Area Development: The Lease provides that:

9.1 All buildings and other structures (except those permitted in Section 9.2 below) shall be placed or constructed upon the Parcels only in the Building Areas or within the area of the Building Envelopes; provided, however, that canopies, eaves and roof overhangs (including columns or posts supporting same), normal foundations, utility cabinets and meters, signs and doors for ingress and egress may project from the Building Area into the Common Area. The maximum building floor area square footage allowed for each Parcel shall be as indicated on Exhibit "A" attached hereto. All of the foregoing shall be constructed and maintained in accordance with all local, state and federal laws, rules and

regulations applicable thereto. All Building Areas within Phase I on which buildings are not under construction on the date Tenant first opens Tenant's Building for business shall be covered by lawn or a one inch asphalt dust cap and kept weed free, mowed and clean at Landlord's sole expense until such time as buildings are constructed thereon. All Building Areas within Phase II or Phase III on which buildings are not under construction on the date the first building in Phase II or Phase III, as the case may be, opens for business shall be covered by lawn or a one-inch asphalt dust cap and kept weed-free, mowed and clean at Landlord's sole expense until such time as buildings are constructed thereon.

9.2 The Common Area is hereby reserved for the sole and exclusive use of all owners of the Shopping Center, their tenants, contractors, employees, agents, customers, licensees and invitees and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants. The Common Area may be used for vehicular driving, parking (except that there shall be no multi-level parking), pedestrian traffic, directional signs, sidewalks, walkways, landscaping, perimeter walls and fences, parking lot lighting, recycle centers, utilities and Service Facilities and for no other purpose unless otherwise specifically provided in this Lease. No buildings or structures not shown on the Site Construction Documents approved pursuant to the Development Agreement shall be placed or constructed in the Common Area except nylon and directional signs (as provided in Article 11 [Operation of Common Area]), paving, bumper guards or curbs, landscape planters, lighting standards, perimeter walls and fences, utility pads and equipment, recycle centers, sidewalks and, to the extent that they are located, and do not impede access, to the rear or sides of buildings, Service Facilities. The Common Area shall be constructed in accordance with the site plan attached hereto as Exhibit "A" and shall be kept and maintained as provided for in Article 12 (Common Area Maintenance). All portions of a Building Area which cannot be used for buildings shall be developed by Landlord, at Landlord's sole cost and expense, in accordance with a site plan approved by Landlord and Tenant and maintained as improved Common Area. The sizes and arrangements of the Common Area improvements, including, without limitation, service drives and parking areas, striping, traffic directional arrows and signs, concrete bumpers, parking lot lighting, perimeter walls and fences, and landscaped areas, together with necessary planting, may not be changed without the prior written consent of Landlord and Tenant; provided, however, that nothing contained in this Section 9.2 shall be in any way interpreted or construed to require the written consent of either party to the expansion of any building into the Expansion Area shown on Exhibit "A."

9.3 (A) Each building in the Shopping Center, now and in the future, shall be of first quality construction and architecturally designed so that its exterior elevations (including, without limitation, signs and color) will be architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. No building may be constructed nor the exterior of any existing building changed in any way

(including, without limitation, signs and color) without the prior written approval of Landlord and Tenant as to the exterior elevations (including, without limitation, signs and color) of the building to be constructed or modified. The standard signs and logos of Tenant (including, without limitation, exterior signs identifying banking or financial services located within a Tenant's Building) or a National Chain Store occupying not less than 10,000 square feet of a building in the Shopping Center as they may exist from time to time and the opening, closing or relocation of any door, however, shall not require approval. The initial signs on Tenant's building shall be of the individual raised letter type and signs thereafter shall be of whatever type is standard for Tenant at such time. Before the construction of any building or any modification of an existing building which requires approval is commenced, sufficient information shall be sent to Landlord and Tenant to enable Landlord and Tenant to make a reasonable determination as to the architectural and aesthetic compatibility of said building or modification with all other buildings in the Shopping Center. Neither Landlord nor Tenant may arbitrarily or unreasonably withhold its approval of the proposed building or modification if it is architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. Landlord and Tenant must each approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and, if such party disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproval. If either Landlord or Tenant rejects or disapproves the proposal and fails to provide such explanation within the thirty (30) day period, such party shall be deemed to have approved same provided that, when the approval was sought, the one seeking the approval stated in writing to the one whose approval was sought that, if a disapproval with explanation was not made within the thirty (30) day period, approval would then be deemed to have been given. If the proposal is disapproved as provided herein, then an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal.

(B) Every building shall be either equipped with automatic sprinkler systems which meet all the standards of the Insurance Services Office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any building built upon any other Parcel. The purpose of this Subsection (B) is to allow buildings built on each Parcel to be fire rated as separate and distinct units without deficiency charge.

(C) No building shall be built in such a manner as to adversely affect the structural integrity of any other building in the Shopping Center.

(D) All buildings on Parcels 1, 2, 3, 4, 5 and 6 shall be single story with mezzanine permitted and shall not exceed thirty-eight (38) feet in height. No building on Parcel 9, 10, 11, 12 or 13 shall exceed one (1) story and twenty-two (22) feet in height (including mechanical fixtures and equipment and screening for same). No mezzanine or basement shall be used for the sale or display of merchandise.

(E) Tenant, as to Tenant's Building, and Landlord, as to its other buildings and all other Owners of Buildings in the Shopping Center, shall be required to maintain or cause to be maintained the exterior of their building(s) in a quality and condition comparable to that of first class shopping centers of comparable size and nature located in the same geographic area as the Shopping Center. All Service Facilities shall be attractively screened from view from the parking areas.

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

(B) The Contracting Party shall not permit any liens to stand against any Parcel for any work done or materials furnished in connection with the performance of the work described in Subsection (A) above; provided, however, that the Contracting Party may contest the validity of any such lien, but upon a final determination of the validity thereof, the Contracting Party shall cause the lien to be satisfied and released of record. The Contracting Party shall, within thirty (30) days after receipt of written notice from the other party, cause any such outstanding lien or claim of lien to be released of record or transferred to bond in accordance with applicable law, failing which the other party shall have the right, at the Contracting Party's expense, to transfer said lien to bond. The Contracting Party shall indemnify, defend and hold harmless the other party from any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action, arising out of or in any way connected with the performance of such work, unless caused by the negligent or willful act or omission of the indemnified party, its tenants, subtenants, agents, contractors or employees.

(C) The parties acknowledge and agree that incidental encroachments upon the Common Area may occur as a result of the use of ladders, scaffolds, store front barricades and similar facilities in connection with the construction, maintenance, repair, replacement, alteration or expansion of buildings, signs and Common Area improvements located in the Shopping Center, all of which are permitted hereunder so long as all activities requiring the use of such facilities are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with use of the improved Common Area or with the normal operation of any business in the Shopping Center.

9.5 Unless otherwise specifically stated herein to the contrary, in the event all or any portion of any building in the Shopping Center is (i) damaged or destroyed by fire or other casualty, or (ii) taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, Tenant, as to Tenant's Building, and Landlord, as to all its other buildings located in the Shopping Center and all other Owners of buildings in the Shopping Center, shall promptly restore or cause to be restored the remaining portion of such building or, in lieu thereof, shall remove or cause to be removed the damaged portion of such building together with all rubble and debris related thereto. All such Building Areas on which buildings are not reconstructed following a casualty or condemnation shall be graded or caused to be graded by Landlord or Tenant, as the case may be, to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Shopping Center or any portion thereof, shall be covered by a one inch asphalt dust cap and shall be kept weed free and clean at said party's sole cost and expense until buildings are reconstructed thereon.

9.6 Upon thirty (30) days' prior written notice from Tenant, Landlord shall provide Tenant with a current as-built site plan of the Shopping Center certified to be accurate by Landlord.

6. Easements: The Lease provides that:

10.1 Each party, as grantor, hereby grants to the other party, its respective tenants, contractors, employees, agents, customers, licensees and invitees, and the customers, contractors, employees, agents, licensees and invitees of such tenants, for the benefit of each Parcel belonging to the other party, as grantee, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicular parking upon, over and across that portion of the Common Area located on the grantor's Parcel(s), except for those areas devoted to Service Facilities or driveup or drive through customer service facilities. The reciprocal rights of ingress and egress set forth in this Section 10.1 shall apply to the Common Area for each Parcel as such area shall be increased pursuant to Section 9.2.

10.2 (A) Each party, as grantor, hereby grants to the other party, for the benefit of each Parcel belonging to the other party, as grantee, a nonexclusive easement under, through and across the Common Area of the grantor's Parcel(s) for the installation, operation, maintenance, repair and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones, electrical conduits or systems, gas mains and other public or private utilities. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service (including temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of any buildings or improvements located in the Shopping Center). The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the improved Common Area or with the normal operation of any business in the Shopping Center. The grantee shall bear all costs related to the installation, operation, maintenance, repair and replacement of such easement facilities, shall repair to the original specifications any damage to the Common Area resulting from such use and shall provide as-built plans for all such easement facilities to the other party within thirty (30) days after the date of completion of construction of same.

(B) At any time and from time to time either party shall have the right to relocate on its Parcel any utility line or facility installed pursuant to the foregoing grant of easement which is then located on the land of such party, provided that any such relocation (i) shall be performed only after sixty (60) days' notice of the party's intention to undertake the relocation shall have been given to the other party provided such other party is served by the utility line or facility, (ii) shall not unreasonably interfere with or diminish utility service to the other Parcels served by the utility line or facility, (iii) shall not reduce or unreasonably impair the usefulness or function of the utility line or facility, (iv) shall be performed without cost or expense to the other party, and (v) shall provide for the original and relocated area to be restored to the original specifications. The party performing such relocation shall provide as-built plans for all such relocated utility lines and facilities to the other party within thirty (30) days after the date of completion of such relocation.

(C) Each party agrees to execute such additional easements as are reasonably required by any public or private utility for the purpose of providing the utilities described herein provided such easements are not otherwise inconsistent with the provisions of this Lease.

10.3 Each party, as grantor, hereby grants to the other party, for the benefit of each Parcel belonging to the other party, as grantee, an easement under, through and across the Common Area of the grantor's Parcel(s) for the installation, operation, maintenance, repair and replacement of the free-standing signs referred

to in Section 11.3 and all utility lines and facilities appurtenant thereto. Except where otherwise specifically stated herein to the contrary, the grantee shall bear all costs related to the installation, maintenance, repair and replacement of its free-standing sign and appurtenant facilities, shall repair to the original specifications any damage to the Common Area resulting from such use, and shall provide as-built plans for all such facilities to the other party within thirty (30) days after the date of completion of construction of same.

10.4 Each party, as grantor, hereby grants to the other party, for the benefit of each Parcel belonging to the other party, as grantee, an easement for any portion of any building or structure located on any such Parcel which may encroach into or over the grantor's adjoining Parcel(s); provided the easement for footings, piers, piles, grade beams and building encroachments does not exceed two (2) feet, and the easement for canopies, eaves and roof overhangs does not exceed four (4) feet.

7. **Operation of Common Area:** The Lease provides that:

11.1 There shall be no charge for parking in the Common Area without the prior written consent of Landlord and Tenant or unless otherwise required by law.

11.2 Anything in this Lease to the contrary notwithstanding, areas to be used for motor vehicle parking by employees of occupants of the Shopping Center may be designated within the Shopping Center from time to time with the prior written consent of Landlord and Tenant. In the event employee parking areas are designated as provided herein, then employees of any owner or occupant of any part of the Shopping Center shall use only those portions of the Common Area designated for such motor vehicle parking purposes. In no event shall employees park within 200 feet of the front of Tenant's Building. The authority herein granted shall be exercised in such manner as not to discriminate against any owner or occupant of the Shopping Center.

11.3 (A) Subject to governmental approval, free-standing signs shall be erected at the locations designated "Center Pylon Sign" on Exhibit "A." Such signs shall display the designation of Tenant (or other occupant of the Leased Premises) and, provided the amount of signage otherwise permitted by governmental authority to Tenant (or other occupant of the Leased Premises) is not adversely affected thereby, designations for not more than three (3) other businesses in the Shopping Center. Any such business, in order to display its designation on any Center Pylon Sign, must occupy not less than 10,000 square feet of ground floor area. The Owner of Parcel 1 shall have the right to substitute a Shopping Center designation for any one of its business designations, in which case the Shopping Center designation shall be the top designation on the Center Pylon Signs, and the Owner or occupant of the Parcel otherwise entitled to the top designation shall have the second highest designation. The cost of constructing and installing the

Center Pylon Sign structures within Phase I (the "Phase I Pylon Signs") (excluding electrical hookup to the Common Area meter) shall be paid by Tenant subject to a right of reimbursement from the Owners (or occupants) of all Parcels displaying designations thereon. Such reimbursement shall be paid to Albertson's prior to such Owner displaying its designation on such Phase I Pylon Signs. The first such Owner electing to display its designation on such Phase I Pylon Signs shall reimburse Albertson's for fifty percent (50%) of the Phase I Pylon Sign costs. The second such Owner electing to display its designation on such Phase I Pylon Signs shall reimburse each of Albertson's and the other displaying Owner for sixteen and sixty-seven one hundredths percent (16.67%) of the Phase I Pylon Sign costs. The third such Owner electing to display its designation on such Phase I Pylon Signs shall reimburse each of Albertson's and the other displaying Owners for eight and thirty-three one hundredths percent (8.33%) of the Phase I Pylon Sign costs. The cost of constructing and installing the Pylon Sign structure within Phase III (the "Phase III Pylon Sign") (excluding electrical hookup to the Common Area meter) shall be paid by the Owners of all Parcels displaying designations thereon in the proportion that the total square footage of each Owner's designation or designations bears to the total square footage of all designations displayed thereon. The cost of maintaining, repairing and replacing the Phase III Pylon Sign structures (excluding electrical hookup to the Common Area meter) shall be paid by the Owners of all Parcels who display designations thereon in the proportion that the total square footage of each Owner's designation or designations bears to the total square footage of all designations who are displayed thereon. Each person displaying a designation on the Phase III Pylon Signs shall supply and maintain its own sign fascia and can. The design of the Center Pylon Signs structures shall be subject to the approval of Landlord and Tenant, as shall be the size, design and location of the sign fascia used; provided, however, that Tenant and other persons occupying not less than twenty thousand (20,000) square feet of ground floor area may use such standard fascia as they from time to time use generally in carrying on their businesses. Tenant (or other occupant of the Leased Premises) shall have the top designation on the Phase I Pylon Signs and may, at its option, display on the Phase III Pylon sign, in which case Tenant shall be entitled to the second location thereon.

(B) In addition to the foregoing Center Pylon Signs, and provided the amount of signage otherwise permitted by governmental authority for the Center Pylon Signs is not adversely affected, monument signs (subject to governmental approval) may be constructed at the locations designated "Monument Sign" on Exhibit "A." Each such sign structure shall not exceed six (6) feet in height, and thirty-six (36) square feet in area per side. Each such sign shall display only the designation of a single Owner or occupant of the Parcel on which the Monument Sign is located. The cost of constructing, installing, maintaining, repairing and replacing each such Monument Sign shall be paid by the Owner of the Parcel on which such structure is located. The location and design of each Monument Sign structure and sign fascia used shall be subject to the approval of Tenant, which approval shall not be unreasonably withheld or delayed.

(C) In addition to the foregoing Center Pylon Signs, and provided the amount of signage otherwise permitted by governmental authority for the Center Pylon Signs is not adversely affected, Pole Signs (subject to governmental approval) may be constructed on Parcels 8, 9, and 10, at the locations designated "Pole Sign" on Exhibit "A". Each such sign structure shall not exceed twenty-two (22) feet in height, and One Hundred (100) square feet in area per side. Each such sign shall display only the designation and information displays of a single Owner or occupant of the Parcel on which the Pole Sign is located. The cost of constructing, installing, maintaining, repairing and replacing each such Pole Sign shall be paid by the Owner of the Parcel on which such structure is located. The location and design of each Pole Sign structure and sign fascia used shall be subject to the approval of Tenant, which approval shall not be unreasonably withheld or delayed; provided, that the standard signs, logos and information displays of National Chain stores shall not require approval.

(D) There shall be no other signs, except directional signs and signs on buildings, in the Shopping Center. All exterior building signs (except Tenant's exterior building signs) shall be restricted to identification of the business or service located or provided therein. No exterior building sign shall be placed on penthouse walls, extend above the building roof or be painted on the exterior building surface. No exterior building or free-standing sign shall utilize flashing, moving or audible lights or appurtenances.

11.4 Landlord and Tenant shall each have the right to take such steps as it deems necessary to prevent those persons not authorized by this Lease to use the Common Area from using the Common Area for ingress, egress and parking. Such steps shall include, without limitation, the construction of fences, walls or barricades along the boundary lines of any portion of the Shopping Center except along the common boundary line of any Parcel with any other Parcel.

11.5 No portion of the Common Area, except sidewalks, shall be used for the sale or display of merchandise; provided, however, that the seasonal sale of merchandise by Tenant (or other occupant of the Leased Premises) and the occupant (provided there is only a single occupant) of Parcels 4 and 7 shall be permitted from the parking lot located on the Leased Premises and, respectively, Parcel 4 and Parcel 7, subject to the following restrictions: (i) sales shall be limited to not more than four (4) occasions per calendar year for a cumulative total of not more than sixty (60) days' duration, (ii) the sales area shall be limited to not more than twenty (20) parking spaces located on the Leased Premises, or twenty (20) parking spaces located on, respectively, Parcel 4 or Parcel 7, (iii) all booths, stands, displays and other structures erected in connection with such sales shall be promptly removed by the party effecting such sale upon termination of said activities, (iv) the Common Area shall be promptly repaired to its condition immediately prior to said sale at the sole cost and expense of the party effecting such sale, and (v) sales shall not interfere with the free movement of vehicular

traffic within the Shopping Center or with access to or from the Shopping Center, or any part thereof, to or from any public right-of-way.

8. **Common Area Maintenance:** The Lease provides that:

12.1 Commencing on the date Tenant first opens Tenant's Building for business, Landlord shall maintain or cause to be maintained the Common Area at all times in good and clean condition and repair, said maintenance to include, without limitation, the following:

(A) Maintaining, repairing and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and restriping, when necessary;

(B) Removing all snow, papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(C) Maintaining, repairing and replacing, when necessary, all traffic directional signs, markers and lines;

(D) Operating, maintaining, repairing and replacing, when necessary, such artificial lighting facilities as shall be reasonably required (except for the "After Hours Lighting" described in Section 12.4);

(E) Maintaining all landscaped areas (including, without limitation, those on the perimeter of the Shopping Center); maintaining, repairing and replacing, when necessary, automatic sprinkler systems and water lines; and replacing shrubs and other landscaping as is necessary;

(F) Maintaining, repairing and replacing, when necessary, all Common Area walls (including, without limitation, all fences, walls or barricades constructed pursuant to Section 11.4);

(G) Maintaining, repairing and replacing, when necessary, all storm drains, sewers and other utility lines and facilities not dedicated to the public or conveyed to any public or private utility which are necessary for the operation of the buildings and improvements located in the Shopping Center (with the cost of all such items being allocated between the owners of all buildings and improvements serviced or to be serviced by said facilities on the basis of their respective Building Areas);

(H) Keeping the Center Pylon Signs lighted from dusk to dawn or during such other times mutually agreed in writing by the businesses designated thereon;

(I) Maintaining, repairing and replacing, when necessary, the Center Pylon Sign pylon structures shown on Exhibit "A" (except for the sign fascia and cans which shall be supplied and maintained by the businesses designated thereon). Notwithstanding the other provisions of this Article 12, the cost of maintaining, repairing and replacing the Center Pylon Sign pylon structures shall be paid by Tenant and the other Owners or occupants in the proportion that the total square footage of each party's designation or designations bears to the total square footage of all designations displayed thereon from time to time; and

(J) Performing itself or contracting with a third party or parties to perform any of the services described herein; provided, however, that Landlord shall remain responsible and liable for the performance of all of said services in accordance with the terms of this Article 12 and for the performance of any such third party or parties under any such contract or contracts.

12.2 In addition to the foregoing, Landlord shall provide and maintain commercial general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) insuring the Landlord against claims for personal injury, bodily injury or death, and property damage or destruction, occurring in, on or about the Common Area. Such insurance shall be written with an insurer licensed to do business in the state in which the Shopping Center is located and Tenant and all persons who now or hereafter own or hold portions of the Shopping Center or building space within the Shopping Center or any leasehold estate or other interest therein as their respective interests may appear shall be named on the policy as additional insureds. The limits of liability of all such insurance shall be not less than \$2,000,000 for personal injury or bodily injury or death of any one person, \$2,000,000 for personal injury or bodily injury or death of more than one person in one occurrence and \$500,000 with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than \$2,000,000 per occurrence. Landlord shall furnish Tenant with certificates evidencing such insurance. The policies of such insurance shall provide that the insurance represented by such certificates shall not be cancelled, materially changed or nonrenewed without the giving of thirty (30) days' prior written notice to the holders of such insurance and the holders of such certificates.

12.3 Anything in this Article 12 to the contrary notwithstanding, Landlord shall not be responsible for the maintenance or insurance of Tenant's Service Facilities or of any driveup or drive through customer service facilities located on the Leased Premises, which facilities shall be maintained by Tenant in good and clean condition and repair and in a quality and condition comparable to the quality and condition of the maintenance of the balance of the Common Area.

12.4 It is agreed that the artificial lighting for the Common Area shall remain on while a majority of the businesses in the Shopping Center are open for business. If artificial lighting for a time later than the foregoing ("After Hours Lighting") is needed by any person, then such artificial lights to service such person shall be separately metered or otherwise measured or reasonably estimated and all expenses thereof shall be paid by such person to the extent appropriate. Such person shall pay a reduced proportion of the expense of lighting the balance of the Common Area according to the extent to which such person is lighting the Common Area by separately metered lights.

12.5 Landlord shall contract for and pay for all of the items enumerated as maintenance and insurance expenses in this Article 12; provided, however, that Landlord shall not be entitled to reimbursement of all or any portion of Tenant's pro rata share of any item of Common Area maintenance or insurance expense, Tenant's pro rata share of which exceeds \$2,000, without Tenant's prior written approval of said item.

12.6 At least thirty (30) days prior to the initial commencement of the cleaning and sweeping of the Common Area and any other Common Area maintenance work done on a regular basis for which Tenant is obligated to reimburse Landlord, Landlord shall submit said Common Area maintenance work for bid to at least three (3) bidders approved in writing by the Tenant, which approval shall not be unreasonably withheld or delayed. The names of the bidders and their respective bids shall be furnished to Tenant by Landlord within ten (10) days after receipt thereof. Landlord shall award the contract to the low bidder unless Tenant's prior written consent to award the contract to a higher bidder is first obtained by Landlord.

12.7 Upon thirty (30) days' prior written notice from Tenant, Landlord shall have the Common Area maintenance work, or any portion thereof designated by Tenant, rebid in the manner set forth in Section 12.6, and Tenant's pro rata share of said Common Area maintenance work shall thereafter be based on the amount of the lowest bid unless Tenant's prior written consent to award the contract to a higher bidder is first obtained by Landlord. Following a rebid of any item or items of Common Area maintenance, Tenant shall have no right to require a subsequent rebid of the same item or items for a period of at least one (1) year. The foregoing notwithstanding, Landlord shall not be required to rebid any item before the expiration of the term of the applicable contract. In no event shall Landlord enter into any contract for all or any portion of the Common Area maintenance work for a term in excess of one (1) year without Tenant's prior written consent. The Landlord shall be entitled to temporarily replace any person or entity providing maintenance services under contract in the event such person or entity defaults in its obligations and fails to cure such default after ten (10) days' written notice, provided that the Landlord shall promptly thereafter (and in any event within sixty [60] days) rebid the maintenance work for which the

default occurred and contract with the approved qualified low bidder for such work. Notwithstanding the foregoing, the Landlord shall have the right to make emergency repairs to the Common Area to prevent imminent injury or damage to person or property or to prevent imminent disruption in the use of the Common Area, it being understood that the Landlord shall nevertheless advise Tenant of such emergency condition as soon as reasonably possible, including corrective measures taken and the cost thereof. If the cost of an emergency action exceeds \$2,000, then the Landlord may submit a supplemental billing to Tenant together with evidence supporting such and Tenant shall pay its share thereof within thirty (30) days. If the emergency action cost is less than \$2,000, then such costs shall be included as Common Area costs to be appropriately reimbursed or refunded at year end as provided in Section 12.8.

12.8 The Tenant shall cause the Landlord to be reimbursed for Tenant's proportionate share of all of its out-of-pocket expenses in performing such Common Area maintenance and insurance services (excluding, however, the cost of maintaining and insuring any Service Facilities or driveup or drive through customer service facilities or the Common Area of any open or enclosed mall), plus a maximum service charge of ten percent (10%) of said expenses (excluding insurance premiums for insurance required under Section 12.2 hereinabove) to cover management and administration costs; provided, however, that the ten percent (10%) service charge shall not exceed Three Hundred Fifty Dollars (\$350) for any item of Common Area maintenance without Tenant's prior written approval. Notwithstanding anything to the contrary contained in this Article 12, in the event the date of expiration or earlier termination of this Lease occurs prior to the date of expiration of the useful life (as determined by the ADR [asset depreciation range] midpoint life established by the Internal Revenue Service in effect on the date of this Lease) of any capitalizable improvements or additions made by Landlord to the Common Area pursuant to Section 12.1, Landlord shall, within thirty (30) days after the date of expiration or earlier termination of this Lease, refund to Tenant an amount equal to Tenant's pro rata share (including Tenant's pro rata share of the ten percent [10%] service charge applicable thereto) of the unamortized cost of said improvements or additions computed on a straight line basis over the useful life (as computed above) of said improvements or additions. The Common Area expenses shall not include any costs incurred by the Landlord for the services of a manager or management company or for office overhead or compensation of its employees except to the extent included in the ten percent (10%) service charge.

12.9 The Landlord agrees to perform its duties under this Article 12 on a nonprofit basis with an end to keeping such expenses at a reasonable minimum.

12.10 Tenant shall be billed monthly in arrears for its pro rata share of all expenses incurred by the Landlord in maintaining and insuring the Common Area as provided above (including the ten percent [10%] service charge described in

Section 12.8) with the first billing date being the last day of the first full calendar month following the date Tenant first opens Tenant's Building for business. Said bills shall be due and payable within thirty (30) days after receipt and, if requested, copies of all invoices, statements or other documents supporting same. Tenant's pro rata share of the Common Area maintenance and insurance expenses shall be, for any applicable year, the ratio (expressed as a percentage) of the maximum Building Area (excluding Expansion Area and mezzanines and basements not used for the sale or display of merchandise) permitted on the Leased Premises to the maximum Building Area (excluding mezzanines and basements not used for the sale or display of merchandise) permitted on all Parcels in Phase I. Upon the issuance of the first building permit for a building on Phase II or Phase III, respectively (or any part thereof), the Landlord or Owners of Parcels in Phase II and Phase III, respectively, shall share in the maintenance expenses based on adding such Parcels to the formula expressed above.

In the event the Tenant expands its building into the Expansion Area shown on Exhibit "A," or in the event the Owner of Parcel 3 expands its building into the Expansion Area shown on Exhibit "A," the above percentages shall be recalculated based upon any increase in the total floor area (excluding mezzanines and basements not used for the sale or display of merchandise) of Tenant's Building or of the building on Parcel 3 from the figures set forth above. The Maintenance Director shall not be entitled to reimbursement from Tenant or any Owner (or its tenants or agents) for any item of Common Area maintenance or insurance expense (including the ten percent [10%] service charge described above) for which a bill is not submitted to Tenant or said Owner (or its tenants or agents, as it may direct) within one hundred eighty (180) days after the end of the calendar year in which said expense is incurred.

12.11 Tenant may, upon not less than ten (10) days' prior written notice to Landlord, inspect Landlord's records for all Common Area maintenance and insurance expenses incurred during the preceding calendar year at Landlord's General Offices or at such other location reasonably designated by Landlord at any time during reasonable business hours within one (1) year after the end of said calendar year. If said inspection reveals an overpayment of Common Area maintenance and insurance expenses (including the ten percent [10%] service charge described in Section 12.8), Landlord shall reimburse Tenant its proportionate share of any such overpayment within thirty (30) days after receipt of notice of determination, and of the amount, of such overpayment. If said inspection reveals an underpayment of Common Area maintenance and insurance expenses (including the ten percent [10%] service charge described in Section 12.8 but excluding all expenses for which a statement was not timely submitted pursuant to Section 12.10), Tenant shall reimburse Landlord its proportionate share of any such underpayment within thirty (30) days after receipt of proper billing in accordance with Section 12.10. If said inspection reveals that Landlord misstated Common Area maintenance and insurance expenses by more than five

10. General Provisions: The Lease provides that:

31.1 All of the provisions contained in this Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

31.2 Each easement, covenant and restriction on a Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and each part thereof, shall run with the land and shall be binding upon the parties, their heirs, personal representatives, successors and assigns, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

31.3 In the event of any violation or threatened violation by any person of any of the easements, covenants or restrictions contained in this Lease, Landlord and Tenant shall each have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Lease.

31.4 If any term, covenant, condition or agreement of this Lease or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant, condition or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition or agreement of this Lease shall be valid and shall be enforced to the extent permitted by law.

31.5 The captions and headings in this Lease are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

31.6 This Lease contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Lease shall be construed as a whole and not strictly for or against any party.

31.7 In construing the provisions of this Lease and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

31.8 In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

31.9 Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Lease shall be strictly limited to and for the purposes herein expressed.

31.10 The provisions of this Lease are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

31.11 This Lease is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.

11. Nonapplicability; Supplementation; Assignment of Options: The Lease provides that:

32.1 This Lease shall not encumber or bind Parcel 4, 5, 6A, 10 or 11 (the "Phase II Parcels") or Parcel 6B, 7, 8 or 9 (the "Phase III Parcels") (or any part thereof, and Landlord shall have no responsibility or obligation with respect to such parcels except as provided in this Article 32) nor shall such Parcels (or the Owners or occupants thereof) have any easement rights pursuant to Article 10 of this Shopping Center Lease or otherwise, on, over or across Parcel 1, 2, 3, 12 or 13 until the date on which Landlord acquires and records evidence of conveyance to Landlord of fee title to the Phase II Parcels or the Phase III Parcels (or any part thereof). Upon Landlord's acquisition and recordation of evidence of title to the Phase II Parcels or the Phase III Parcels, said Parcels (or such parts thereof as Landlord has acquired title to) shall automatically be subject to, and encumbered and bound by this Shopping Center Lease and each and every provision hereof. In order to confirm the subjection and encumbrance of the Phase II Parcels or the Phase III Parcels to and by this Shopping Center Lease, Landlord shall, immediately upon acquisition of title to the Phase II Parcels or Phase III Parcels (or parts thereof) execute, enter into and deliver to Tenant for recording in the county in which the Shopping Center is located, a Supplemental Memorandum of Lease in form and substance acceptable to Tenant, confirming the provisions of this Section 32.1. Notwithstanding any other provision of this Shopping Center Lease, such Supplemental Memorandum of Lease shall be fully effective upon the execution thereof by Landlord and Tenant. It is the intention of the parties thereto that: (a) this Shopping Center Lease shall encumber and bind the Phase II Parcels and/or the Phase III Parcels (and all parts thereof) immediately upon acquisition and recordation of evidence of title thereto by Landlord as if Landlord had held fee simple title to said Parcels, and all of them, upon the date of execution of this Shopping Center Lease and the recordation of the Memorandum of Lease provided for in Article 26 of this Shopping Center Lease; and (b) this Shopping Center Lease shall be a first lien or charge on the Phase II Parcels and/or the Phase III Parcels subject only to the Permitted Exceptions (as defined in Section 7.4 of this

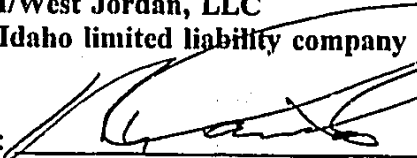
Shopping Center Lease) from and after the date Landlord acquires title to the Phase II Parcels and/or Phase III Parcels. Landlord shall not (and hereby unconditionally covenants and warrants that it will not) record any lease, mortgage, deed of trust or other encumbrance against the Phase II Parcels and/or the Phase III Parcels (or parts thereof) prior to execution and recordation of the Supplemental Memorandum of Lease above provided for. Landlord represents and warrants that Landlord holds and owns valid and legally enforceable options (the "Options") to acquire the Phase II Parcels and the Phase III Parcels (except for two [2] parcels, the "A. Pando Parcel" and the "B. Tullis Parcel," described in Schedule III attached hereto and incorporated herein by this reference). Landlord shall maintain such Options in good standing for not less than one (1) year from and after the date of this Shopping Center Lease. In the event Landlord elects not to exercise the Options, or any of them, the Landlord shall offer to assign such Options (by written notice to Tenant of such offer) by written assignment in form approved by Albertson's (such approval not to be unreasonably withheld). Such offer shall be made not less than sixty (60) days prior to the expiration date of said Options (or any of them), but in no event prior to the date which is sixty (60) days prior to the first anniversary of the date of this Shopping Center Lease. In the event Tenant accepts the Landlord's written offer of assignment, Landlord shall execute the assignment(s) in approved form within ten (10) days of Tenant's written notice to Landlord of Tenant's acceptance of such offer of assignment. In such event, and in the further event after such assignment that Tenant exercises any Option for a Phase III Parcel and acquires title to such Parcel, Tenant shall reimburse Landlord for any option payments previously paid to the grantor of such exercised Option, not to exceed Twenty-five Thousand Dollars (\$25,000). Otherwise, such assignments shall be executed and delivered to Albertson's without charge.

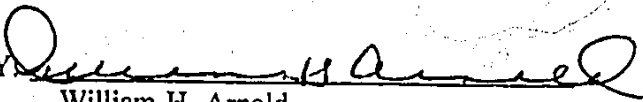
11A. Additional Provision: The Shopping Center Lease does not and this Memorandum of Shopping Center Lease shall not encumber or bind those portions of Parcels 12 and 13 which are located within the "Taylor Parcel" and the "Sanchez Parcel" (particularly described in Schedule III), nor shall such Parcels (or the Owners or occupants thereof) have any easement rights pursuant to Article 10 of the Shopping Center Lease or otherwise, on, over or across Parcels 1, 2, 3, 12 or 13 until the date on which Landlord acquires fee title to the Taylor Parcel and/or Sanchez Parcel. Upon recordation of the deed to Landlord for the Sanchez Parcel and/or Taylor Parcel, said Parcels shall automatically be subject to, and encumbered by and bound by the Shopping Center Lease and this Memorandum, and Landlord shall execute a Supplemental Memorandum of Lease pursuant to the procedure set forth in Section 32.1 of Lease.

12. **Lease Incorporated:** All the terms, conditions and covenants of the Lease, which may be inspected at the offices of Landlord at 101 S. Capitol Blvd., Suite 1820, Boise, Idaho 83702, or the offices of the Tenant at P.O. Box 20, Boise, Idaho 83726, are incorporated herein by this reference.

LANDLORD:
CPI/West Jordan, LLC
an Idaho limited liability company

TENANT:
Albertson's, Inc.
a Delaware corporation

BY: 
Roger D. Cantlon
Member

BY: 
William H. Arnold
Vice President, Real Estate Law

STATE OF IDAHO)
) ss.
County of Ada)

On this 27th day of Feb., 1996, before me, Ruth
TRINKAUS the undersigned, a Notary Public in and for said State,
personally appeared Roger D. Cantlon, known or identified to me to be a member of **CPI/West
Jordan, LLC**, and the person who subscribed said company's name to the foregoing instrument,
and acknowledged to me that he executed the same as an authorized member of and in said
company's name.

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

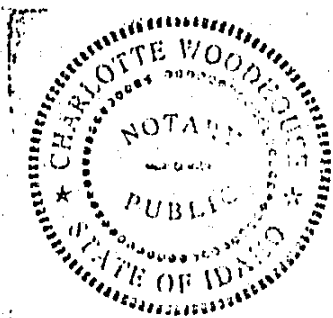


Ruth Trinkaus
Notary Public for Idaho
Residing at Boise, ID
My commission expires 12-10-97

STATE OF IDAHO)
) ss.
County of Ada)

On this 28 day of February, 1996, before me, Charlotte Woodhouse
a Notary Public in and for said State, personally appeared William H.
Arnold, known to me to be Vice President, Real Estate Law of **Albertson's, Inc.**, the corporation
that executed the within instrument or the person who executed the instrument on behalf of said
corporation, and acknowledged to me that such corporation executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this
certificate first above written.



Charlotte Woodhouse
Notary Public for the State of Idaho
Residing at Boise, ID
My Commission Expires 9-25-98

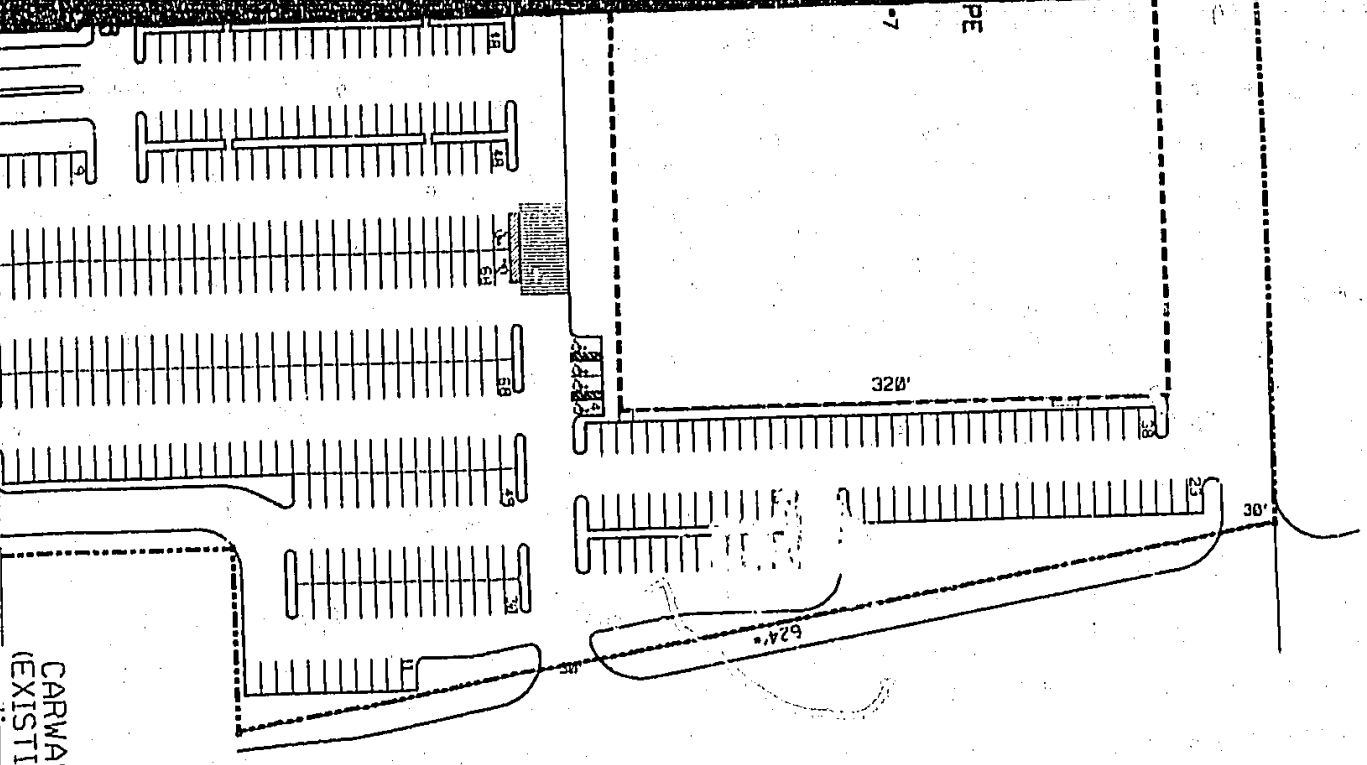
Exhibit A - Site Plan
Schedule I - Parcels 1-13
Schedule II - Legal Description, Phase II, Phase III
Schedule III - Barben 1B Parcel
 A. Pando Parcel
 B. Tullis Parcel
 Taylor Parcel
 Samchez Parcel

BK 7351 PG 2197

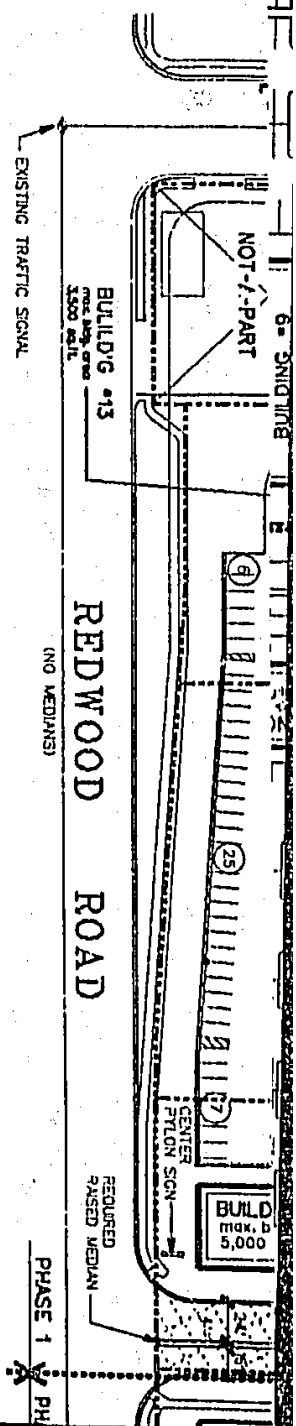
DRILL

REVISIONS
310.
5-17-94
CHANGED TO EXPERT-AN
2-27-96 S.A.C.
REBRANN PER NEW
CONCEPT.

CANAL ROAD



CARWASH
(EXISTING)

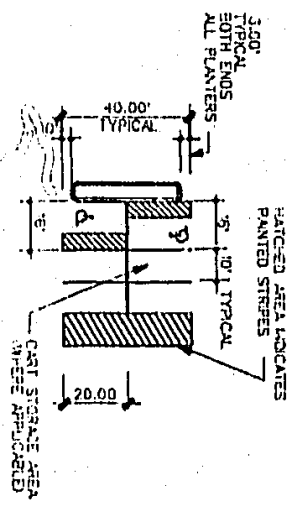


BK7351F62198

PHASE 1

GENERAL NOTES

- DRAWN WITH OUT BENEFIT OF SURVEY
- NO TRUCK WELLS, NATURAL DOCK ONLY
- PARKING REQUIREMENTS:
- RETAIL - 5/1000 S.F. G.B.A.
- BUILDING SETBACK REQUIREMENTS:
- BY CITY REVIEW AND APPROVAL
- LANDSCAPE REQUIREMENTS:
- BY CITY REVIEW AND APPROVAL
- ZONING REQUIREMENTS:
- EXISTING- COMMERCIAL
- REQUIRED- COMMERCIAL



A PARKING DETAIL
1-50x10'

BUILD max. b 5,000

POLE SIGN

BUILD max. b 5,000

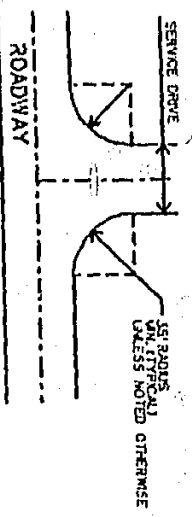
8,000 sq. ft. Retail Building

POLE SIGN

SE 2

PHASE 2 X PHASE 3

BK 7351 PG 2199



B CURB CUT DETAIL
1'-00"=1'-0"

LEGEND

- PROPERTY LINE / PARCEL LINE
- EXPANSION LIMIT LINE
- BUILDING AREA
- HEAVY DUTY ASPHALT
- PHASE LINE
- BUILDING ENVELOPE LINE

BUIL.
5.00
1984

ENTER
CENTER SIGN

22

B17351Pg 2200



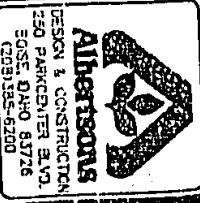
SCALE: 1" = 100'

EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA* 85,806 S.F.
 TOTAL CARPARKS REQUIRED* 429
 TOTAL CARPARKS PROVIDED* 522 (-93)
 TOTAL SITE AREA 1,492,275 S.F. (-) (34.26 AC. (-))

* PHASE 1 ONLY

| APPROVED BY: | | DATE: |
|----------------|--------|---------|
| CHAIRMAN | SIGNED | 5-17-94 |
| PRESIDENT | SIGNED | 6-17-94 |
| EXEC. V.P./SD | SIGNED | 5-17-94 |
| SR. V.P./REG. | SIGNED | 5-17-94 |
| V.P./RE | SIGNED | 5-17-94 |
| V.P./ARCH-ENG. | SIGNED | 5-17-94 |



Albertsons

DESIGN & CONSTRUCTION
220 PARKCENTER BLVD.
BOISE, IDAHO 83726
(208) 385-6200

PROJECT
N.W.C.

70th SOUTH
STREET

&

REDWOOD
ROAD

W. JORDAN, UT

SCOPE NO.

3-P

DESIGN 1-DRAWN
DATE 4-22-94

SHEET TITLE
EXHIBIT "A"
SITE PLAN

SHEET
1
OF 1
3pjordan.cgr

Schedule I

Legal Descriptions, Parcels 1-13

Parcels 1, 2, 3, 12 and 13 are individually described below.

Parcels 4, 5, 6A, 6B, 7, 8, 9, 10 and 11 are depicted on Exhibit "A" attached hereto and located within Phase II and Phase III as more particularly described in Schedule II attached hereto. Specific legal descriptions for each Parcel in Phase II and Phase III shall be prepared subsequent to the date of this Lease, shall describe such Parcels as shown on Exhibit "A", and shall be incorporated herein by amendment to be executed by Landlord and Tenant upon approval by Tenant of the specific legal description for each Parcel.

BK 7351 PG 2201

RBB

SCHUCHERT & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
5330 SOUTH 900 EAST, SUITE 120
SALT LAKE CITY, UTAH 84117-7261
(801) 266-1118 • FAX (801) 262-5814

Lee E. Robinson, RLS
Ted M. Biehn, RLS
Tim E. Biehn, RLS

February 26, 1996
Job No. 2761-2

SCHEDULE I

PARCEL 1

Beginning at a point that is $N0^{\circ}01'25''W$ 273.06 feet along the center Section Line (Basis of Bearing) and $S89^{\circ}58'35''W$ 424.94 feet from the county monument at the South Quarter Corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence $S89^{\circ}58'35''W$ 157.54 feet; thence $S0^{\circ}01'25''E$ 10.00 feet; thence $S89^{\circ}58'35''W$ 90.37 feet; thence $S0^{\circ}01'25''E$ 221.70 feet to the new North line of 7000 South Street; thence $S89^{\circ}54'29''E$ 163.67 feet along said North line; thence $N87^{\circ}58'15''E$ 84.30 feet along said North line; thence $N0^{\circ}01'25''W$ 229.08 feet to the point of beginning. Contains 56,467 square feet of 1.2963 acres.

RBB

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SALT LAKE CITY, UTAH 84117-7261
(801) 266-1118 • FAX (801) 262-5814

Lee E. Robinson, RLS
Ted M. Blehn, RLS
Tim E. Blehn, RLS

February 26, 1996
Job No. 2761-2

PARCEL 2

Beginning at a point that is $N0^{\circ}01'25''W$ 273.05 feet along the center Section Line (Basis of Bearing) and $S89^{\circ}58'35''W$ 424.94 feet from the county monument at the South Quarter Corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence $S89^{\circ}58'35''W$ 157.54 feet; thence $S0^{\circ}01'25''E$ 10.00 feet; thence $S89^{\circ}58'35''W$ 90.37 feet; thence $S0^{\circ}01'25''E$ 221.70 feet to the new North line of 7000 South Street; thence $N89^{\circ}54'29''W$ 21.80 feet along said North line; thence $N0^{\circ}01'25''W$ 501.66 feet; thence $N89^{\circ}58'35''E$ 112.17 feet; thence $S0^{\circ}01'25''E$ 10.00 feet; thence $N89^{\circ}58'35''E$ 265.81 feet; thence $N0^{\circ}01'25''W$ 210.24 feet; thence $N89^{\circ}58'35''E$ 52.67 feet; thence $S0^{\circ}01'25''E$ 0.26 feet; thence $S89^{\circ}54'29''E$ 211.00 feet to the new West line of Redwood Road; thence $S0^{\circ}01'25''E$ 17.66 feet along said West line; thence $S89^{\circ}58'35''W$ 211.00 feet; thence $S0^{\circ}01'25''E$ 146.91 feet; thence $N89^{\circ}58'35''E$ 211.00 feet to said new West line of Redwood Road; thence $S0^{\circ}01'25''E$ 28.75 feet along said West line; thence $S3^{\circ}47'26''W$ 219.23 feet along said West line; thence $S89^{\circ}58'35''W$ 196.42 feet; thence $S0^{\circ}01'25''E$ 284.90 feet to said new North line of 7000 South Street; thence $N89^{\circ}54'29''W$ 107.48 feet along said North line; thence $S87^{\circ}58'15''W$ 53.49 feet along said North line; thence $N0^{\circ}01'25''W$ 229.08 feet to the point of beginning. Contains 221,146 square feet or 5.0768 acres.

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PROFESSIONAL LAND SURVEYORS
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(801) 266-1118 • FAX (801) 262-5814

Leo E. Robinson, RLS
Ted M. Biehn, RLS
Tim E. Biehn, RLS

February 26, 1996
Job No. 2761-2

PARCEL 3

Beginning at a point that is $N0^{\circ}01'25''W$ 533.06 feet along the center Section Line (Basis of Bearing) and $S89^{\circ}58'35''W$ 316.67 feet from the county monument at the South Quarter Corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence $S89^{\circ}58'35''W$ 265.81 feet; thence $N0^{\circ}01'25''W$ 10.00 feet; thence $S89^{\circ}58'35''W$ 112.17 feet; thence $S0^{\circ}01'25''E$ 501.66 feet to the new North line of 7000 South Street; thence $N89^{\circ}54'29''W$ 36.53 feet along said North line to a point on the extension of the East line of Heatherwood Subdivision Phase 2, according to the official plat thereof; thence along said extension and said East line of subdivision $N0^{\circ}01'13''W$ 486.50 feet (Plat = North) to a point of curve; thence Northeasterly 215.52 feet along said subdivision line and the arc of a 2915.00 foot radius curve, to the right, through a central angle of $4^{\circ}14'10''$ (chord bears $N2^{\circ}05'52''E$ 215.47 feet); thence $N89^{\circ}58'35''E$ 406.51 feet; thence $S0^{\circ}01'25''E$ 210.24 feet to the point of beginning. Contains 103,397 square feet or 2.3737 acres.

RBB

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SALT LAKE CITY, UTAH 84117-7261
(801) 266-1118 • FAX (801) 262-5814

Lee E. Robinson, RLS
Ted M. Blehn, RLS
Tim E. Blehn, RLS

February 26, 1996
Job No. 2761-2

PARCEL 12

JK Beginning on the new West line of Redwood Road at a point that is $N0^{\circ}01'25''W$ 724.94 feet along the center Section Line (Basis of Bearing) and $S89^{\circ}58'35''W$ 53.00 feet from the county monument at the South Quarter Corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence $S0^{\circ}01'25''E$ 146.91 feet along said new West line; thence $S89^{\circ}58'35''W$ 211.00 feet; thence $N0^{\circ}01'25''W$ 146.91 feet; thence $N89^{\circ}58'35''E$ 211.00 feet to the point of beginning. Contains 30,997 square feet or 0.7116 acre.

RBB

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(801) 266-1118 • FAX (801) 262-5814

Lee E. Robinson, RLS
Tad M. Biehn, RLS
Tim E. Biehn, RLS

February 26, 1996
Job 2761-2

PARCEL 13

ALC Beginning on the new West line of Redwood Road at a point that is $N0^{\circ}01'25''W$ 330.53 feet along the center Section Line (Basis of Bearing) and $S89^{\circ}58'35''W$ 67.58 feet from the county monument at the South Quarter Corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence $S3^{\circ}47'26''W$ 58.88 feet along said new West line; thence $S0^{\circ}01'25''E$ 106.64 feet along said new West line; thence $N89^{\circ}54'29''W$ 192.50 feet; thence $N0^{\circ}01'25''W$ 165.00 feet; thence $N39^{\circ}58'35''E$ 196.42 feet to the point of beginning. Contains 31,914 square feet or 0.7327 acre.

RBB

SCHUCHERT & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
5330 SOUTH 900 EAST, SUITE 120
SALT LAKE CITY, UTAH 84117-7261
(801) 266-1118 • FAX (801) 262-5814

Lee E. Robinson, RLS
Ted M. Blehn, RLS
Tim E. Blehn, RLS

February 26, 1996
Job No. 2761-2

SCHEDULE II

PHASE II

Beginning on the new West line of Redwood Road at a point that is $N0^{\circ}01'25''W$ along the center Section Line (Basis of Bearing) 742.50 feet and $N89^{\circ}54'29''W$ 53.00 feet from the county monument at the South Quarter Corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence $N89^{\circ}54'29''W$ 211.00 feet; thence $N0^{\circ}01'25''W$ 0.26 feet; thence $S89^{\circ}58'35''W$ 459.18 feet to the East line of Heatherwood Subdivision Phase 2, according to the official plat thereof, said point being on the arc of a 2915.00 foot radius curve the center of which bears $S85^{\circ}47'03''E$; thence Northeasterly 535.76 feet along said subdivision line and said curve, to the right, through a central angle of $10^{\circ}31'50''$ (chord bears $N9^{\circ}28'52''E$ 535.00 feet); thence along said East line of subdivision $N14^{\circ}44'47''E$ 52.70 feet (Plat = $N14^{\circ}46'E$); thence $S89^{\circ}54'29''E$ 568.40 feet to a point on said new West line of Redwood Road; thence $S0^{\circ}01'25''E$ 578.16 feet along said new West line to the point of beginning. Contains 363,785 square feet or 8.3514 acres.

BK7351 PG2207

RBB

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(801) 266-1118 • FAX (801) 262-5814

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PHASE III

Beginning on the new West line of Redwood Road at a point that is $N0^{\circ}01'25''W$ along the center Section Line (Basis of Bearing) 1320.66 feet and $N89^{\circ}54'29''W$ 53.00 feet from the county monument at the South Quarter Corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence $N89^{\circ}54'29''W$ 568.40 feet to the Northeast corner of Heatherwood Subdivision Phase 2, according to the official plat thereof; thence along the North line of said subdivision $S89^{\circ}52'47''W$ 92.26 feet (Plat = $S89^{\circ}54''W$); thence $N0^{\circ}01'56''W$ 110.00 feet; thence $S89^{\circ}52'47''W$ 165.00 feet; thence $N0^{\circ}01'56''W$ 701.65 feet; thence $N80^{\circ}07'00''E$ 623.99 feet; thence $S0^{\circ}01'25''E$ 108.48 feet; thence $N89^{\circ}58'35''E$ 211.00 feet to said new West line of Redwood Road; thence $S0^{\circ}01'25''E$ 810.74 feet along said West line to the point of beginning. Contains 684,566 square feet or 15.7155 acres.

SCHEDULE III

Parcel 1B (Barben/Pingree)

PARCEL 1B:

Beginning on the old West line of Redwood Road at a point that is $N0^{\circ}01'25''W$ along the quarter-section line (basis of bearing) 990.00 feet and $N89^{\circ}54'29''W$ 33.00 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence $N89^{\circ}54'29''W$ 231.00 feet, parallel with the South line of said Section 22; thence $S0^{\circ}01'25''E$ 247.24 feet; thence $S89^{\circ}58'35''W$ 459.18 feet to a point on the East line of Heatherwood Subdivision Phase 2, according to the official plat thereof; thence Northeasterly 535.76 feet along said subdivision line and the arc of a 2915.00 foot radius curve to the right through a central angle of $10^{\circ}31'50''$ (chord bears $N9^{\circ}28'52''E$ 535.00 feet); thence along said subdivision line $N14^{\circ}44'47''E$ 52.70 feet; thence $S89^{\circ}54'29''E$ 588.40 feet to a point on said old West line of Redwood Road; thence along said street line $S0^{\circ}01'25''E$ 330.66 feet to the point of beginning. Contains 7.3043 acres.

Parcel 3 (A.Pando)

COMMENCING 45 rods North from the South quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 5 rods; thence West 16 rods; thence South 5 rods; thence East 16 rods to place of BEGINNING.

LESS that portion found within the bounds of Redwood Road.

Parcel 12 & 13 (Tullis)

COMMENCING 41 rods West and 27.7 rods more or less South and Southwesterly 13.6 rods from center Section 22, Township 2 South, Range 1 West, Salt Lake Meridian, thence South 292.905 feet, more or less, to the North line of property described in Warranty Deed recorded December 30, 1993 as Entry No. 5699971 in Book 6841 at page 1426 of Official Records; thence East 612.81 feet, more or less, to the West line of property described in Quit Claim Deed recorded March 23, ; thence North 117.905 feet; thence East 16 rods; thence North 138 feet; thence West 264 feet; thence North 184.6 feet to center of South Jordan Canal; Southwesterly along said canal to BEGINNING.

LESS that portion found within the bounds of Redwood Road.

COMMENCING 1828.5 feet North from the Southeast corner of Southwest 1/4, Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian, thence West 16 rods; thence North 10 rods; thence East 16 rods; thence South 10 rods to BEGINNING.

LESS that portion found within the bounds of Redwood Road.

FROM COPY
BY RECORDER

BK7351PG2209

Parcel 5: (Taylor Option Parcel)

Beginning on the old West line of Redwood Road at a point that is $N0^{\circ}01'25''W$ along the quarter-section line (basis of bearing) 577.50 feet and $N89^{\circ}54'29''W$ 33.00 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence $N89^{\circ}54'29''W$ 231.00 feet, parallel with the South line of said Section 22; thence $N0^{\circ}01'25''W$ 82.50 feet; thence $S89^{\circ}54'29''E$ 231.00 feet; thence along said old West line of Redwood Road $S0^{\circ}01'25''E$ 82.50 feet to the point of beginning. Contains 19,057 square feet or 0.4375 acre.

Parcel 10: (Sanchez Option Parcel)

Beginning on the old West line of Redwood Road at a point that is $N0^{\circ}01'25''W$ along the quarter-section line (basis of bearing) 165.00 feet and $N89^{\circ}54'29''W$ 33.00 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence $N89^{\circ}54'29''W$ 231.00 feet, parallel with the South line of said Section 22; thence $N0^{\circ}01'25''W$ 82.50 feet; thence $S89^{\circ}54'29''E$ 231.00 feet; thence along said old West line of Redwood Road $S0^{\circ}01'25''E$ 82.50 feet to the point of beginning. Contains 19,057 square feet or 0.4375 acre.

POOR COPY
CAL RECORDS

BK7351 PG2210