

#385 NWC 70th South & Redwood  
West Jordan, UT  
6/29/98

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DECLARATION OF RESTRICTIONS  
AND  
EASEMENTS

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NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
METRO NATIONAL TITLE  
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TABLE OF CONTENTS

	<u>Page</u>
I. PRELIMINARY	1
1.1 Purpose	1
1.2 Definitions	1
(a) "Albertson's"	1
(b) "Building Area"	1
(c) "Building Envelopes"	2
(d) "Cantlon"	2
(e) "Common Area"	2
(f) "Common Area Maintenance Agreement"	2
(g) "Consenting Owners"	2
(h) "Constant Dollars"	3
(i) "Environmental Laws"	3
(j) "Expansion Area"	3
(k) "Floor Area"	4
(l) "General Common Area Improvements"	4
(m) "Ground Floor Area"	4
(n) "Hazardous Materials"	4
(o) "IHC Easement"	4
(p) "Lienholder"	5
(q) "National Chain"	5
(r) "Owner"	5
(s) "Parcel"	5
(t) "person"	5
(u) "Phase I"	5
(v) "Phase II"	5
(w) "Prime Lessee"	5
(x) "Restrictions"	6
(y) "Restaurant":	6
(z) "Self-Parked"	6
(aa) "Service Facilities"	7

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	(bb) "Shopping Center"	7
	(cc) "Sign Criteria"	8
	(dd) "Target"	8
1.3	Parties	8
II.	BUILDING AND COMMON AREA DEVELOPMENT	8
2.1	Building Location	8
2.2	Common Area	9
	(a) Use	9
	(b) Initial Development	10
	(c) Changes and Additions	10
	(d) Undeveloped Building Area	11
2.3	Type and Design of Buildings	11
	(a) Architectural Compatibility	11
	(b) Attachments	12
	(c) Fire Protection	12
	(d) Structural Integrity	13
	(e) Height	13
	(f) Exterior Maintenance	13
2.4	Construction Requirements	14
	(a) Standards	14
	(b) Liens	14
	(c) Encroachments	15
	(d) Temporary License	15
III.	EASEMENTS	20
3.1	Ingress, Egress and Parking	20
3.2	Utility Lines and Facilities	20
	(a) Easements	20
	(b) Construction Requirements	21
	(c) Relocation	21
3.3	Signs	22
3.4	Building Encroachments	22
3.5	Permanent Access Drive	23
3.6	Self Help	23
3.7	Emergency Access Easement	24
IV.	OPERATION OF COMMON AREA	24
4.1	Parking	24
4.2	Employee Parking	24
4.3	Signs	25
4.4	Protection of Common Areas	28
4.5	Common Area Sales	28
4.6	Prohibited Activities	29

V.	USE RESTRICTIONS	29
5.1	Food and Pharmacy Restrictions	29
5.2	General Restrictions	31
5.6	Hazardous Materials	36
VI.	CASUALTY AND CONDEMNATION	36
6.1	Casualty	36
6.2	Condemnation	37
	(a) Building Restoration	37
	(b) Allocation of Award	37
VII.	INDEMNIFICATION	38
7.1	Indemnification	38
VIII.	GENERAL PROVISIONS	38
8.1	Covenants Run With the Land	38
8.2	Successors and Assigns	38
	(a) Persons Bound	38
	(b) Transfer Notice	39
8.3	Duration	39
8.4	Injunctive Relief	39
8.5	Modification and Termination	40
8.6	Method of Approval	40
8.7	Not a Public Dedication	41
8.8	Breach Shall Not Permit Termination	41
8.9	Default	41
8.10	Notices	42
	(a) Delivery	42
	(b) Receipt	43
8.11	Waiver	43
8.12	Attorneys' Fees	43
8.13	Sale & Sale-leaseback Purchaser	44
8.14	Severability	44
8.15	Not a Partnership	44
8.16	No Third Party Beneficiary Rights	45
8.17	Captions and Headings	45
8.18	Entire Agreement	45
8.19	Construction	45
8.20	Joint and Several Obligations	45
8.21	Recordation	45
8.22	Subordination	45
8.23	Counterparts	45

**DECLARATION OF RESTRICTIONS  
AND  
EASEMENTS**

THIS DECLARATION OF RESTRICTIONS AND EASEMENTS ("**Declaration**") is entered into on July 2<sup>nd</sup>, 1998, between **CPI/West Jordan, LLC**, an Idaho limited liability company ("**Cantlon**"), **Albertson's, Inc.**, a Delaware corporation ("**Albertson's**"), and **Dayton Hudson Corporation**, a Minnesota corporation ("**Target**").

**I. PRELIMINARY**

**1.1 Purpose.** The parties plan to develop the Shopping Center (as defined in Section 1.2(bb) as an integrated retail sales complex for the mutual benefit of all real property in the Shopping Center. Therefore, the parties hereby establish the Restrictions (as defined in Section 1.2(x).

**1.2 Definitions.** The following terms shall have the definitions ascribed to them below.

(a) "**Albertson's**": Albertson's, Inc., a Delaware corporation, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, and any wholly owned subsidiary thereof. Albertson's current address is 250 Parkcenter Boulevard, P.O. Box 20, Boise, Idaho 83726.

(b) "**Building Area**": All of those areas on each Parcel shown as Building Area on Exhibit "A" attached hereto and made a part hereof (hereinafter, the "**Site Plan**"), together with those portions of the Expansion Area and Building Envelopes which are from time to time covered by a building or other commercial structure.

(c) **"Building Envelopes"**: All those areas on Parcels 1,4, 5, 6, 7, 8, 9 and 10 located within the **"Building Envelope Lines"** as shown on the Site Plan.

(d) **"Cantlon"**: CPI/West Jordan, an Idaho limited liability company, together with any person succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, and any wholly owned subsidiary thereof. Cantlon's current address is U.S. Bank Plaza, 101 S. Capitol Blvd., Suite 1820, Boise, Idaho 83702.

(e) **"Common Area"**: All of those areas on each Parcel which are not Building Area together with those portions of the Building Area on each Parcel which are not from time to time actually covered by a building or other commercial structure or which cannot under the terms of this Declaration be used for buildings. Canopies which extend over the Common Area, together with any columns or posts supporting the same, shall be deemed to be a part of the building to which they are attached and not a part of the Common Area. The IHC Easement shall also be a part of the Common Area.

(f) **"Common Area Maintenance Agreement"**: That certain Common Area Maintenance Agreement between the parties hereto which encumbers the Shopping Center and is recorded concurrently herewith.

(g) **"Consenting Owners"**: The Owners of Parcels 2, 4 and 7; provided, however, that in the event any such Owner sells its Parcel and becomes the Prime Lessee thereon, said Prime Lessee is hereby appointed the entity to cast the vote or give the consent for said Parcel on behalf of the Owner thereof so long as it is the Prime Lessee of said Parcel; for purposes of this Declaration, for so long as Albertson's is the lessee of Parcel 2 under that certain Shopping Center Lease (the **"Albertson's Lease"**) between Cantlon (as Landlord) and Albertson's (as Tenant) dated February 29, 1996, Albertson's shall be deemed a Prime Lessee.

(c) **"Building Envelopes"**: All those areas on Parcels 1,4, 5, 6, 8, 9 and 10 located within the **"Building Envelope Lines"** as shown on the Site Plan.

(d) **"Cantlon"**: CPI/West Jordan, an Idaho limited liability company, together with any person succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, and any wholly owned subsidiary thereof. Cantlon's current address is U.S. Bank Plaza, 101 S. Capitol Blvd., Suite 1820, Boise, Idaho 83702.

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(h) **"Constant Dollars"**: The present value of the dollars to which such phrase refers. An adjustment of each specified dollar amount shall occur on January 1 of the sixth calendar year following the date of this Declaration, and thereafter at five (5) year intervals. Constant Dollars shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "Base Index Number" shall be the level of the Index for the month during which this Declaration is dated; the "Current Index Number" shall be the level of the Index for the month of September of the year preceding the adjustment year; the "Index" shall be the Consumer Price Index for All Urban Consumers, U.S. City Average, all Items published by the Bureau of Labor Statistics of United States Department of Labor (base year 1982-84=100), or any successor index thereto as hereinafter provided. If publication of the Index is discontinued, or if the basis of calculating the Index is materially changed, then the Consenting Owners shall substitute for the Index comparable statistics as computed by an agency of the United States Government or, if none, by a substantial and responsible periodical or publication of recognized authority most closely approximating the result which would have been achieved by the Index.

(i) **"Environmental Laws"**: The Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Toxic Substances Control Act, the Clean Water Act, the Resource Conservation and Recovery Act and any other similar federal, state or local law, rule or regulation respecting Hazardous Materials, together with all rules and regulations promulgated thereunder and all present or future amendments thereto.

(j) **"Expansion Area"**: All of those areas on Parcel 2 located within the "Expansion Limit Line" shown on the Site Plan.

(k) **"Floor Area"**: The total number of square feet of floor space in a building, whether or not actually occupied, (including basement, subterranean, balcony and mezzanine space) measured from the exterior line of the exterior walls and from the center line of any party or common interior walls without deduction for columns, walls or other structural or nonstructural components.

(l) **"General Common Area Improvements"**: The traffic directional arrow signs and other signs permitted under Article 4, paving, bumper guards and curbs, landscape planters and other landscaped areas, parking lot lighting, perimeter walls and fences, utility pads and equipment, sidewalks, and walkways.

(m) **"Ground Floor Area"**: The total number of square feet of floor space on the ground floor of a building, whether or not actually occupied, (excluding basement, subterranean, balcony and mezzanine space) measured from the exterior line of the exterior walls and from the center line of any party or common interior walls without deduction for columns, walls or other structural or nonstructural components.

(n) **"Hazardous Materials"**: Underground storage tanks, petroleum and petroleum products, asbestos, PCBs, urea-formaldehyde and any hazardous or toxic substances, pollutants, contaminants, wastes or materials as defined under any Environmental Laws.

(o) **"IHC Easement"**: That certain easement, and the land area subject thereto, as created by a Declaration of Easements, Covenants, Conditions and Restrictions executed by and between Cantlon and IHC Health Services, Inc., a Utah nonprofit corporation, benefitting the Shopping Center, located as depicted on the Site Plan, the area of which is legally described in Schedule III attached hereto and made a part hereof.



(p) **"Lienholder"**: Any mortgagee under a mortgage, or a trustee or beneficiary under a deed of trust, constituting a lien on any Parcel. A Lienholder shall not be deemed to be an Owner for purposes of this Declaration until such time as said Lienholder acquires fee simple title to its Parcel(s) by foreclosure, trustee's sale or otherwise.

(q) **"National Chain"**: A business organization operating more than fifty (50) stores in two (2) or more states under the same tradename and style, such as "Osco" or "Rite Aide."

(r) **"Owner"**: The record holder of fee simple title to a Parcel (including its heirs, personal representatives, successors and assigns).

(s) **"Parcel"**: Parcel 1, 2, 3, 4, 5, 6, 7, 8, 9 or 10 as shown on the Site Plan and more particularly described in Schedule I attached hereto and made a part hereof. The Parcels are located at the northwest corner of the intersection of 70th Street and Redwood Road in the City of West Jordan, County of Salt Lake, State of Utah.

(t) **"person"**: Individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity.

(u) **"Phase I"**: Parcels 1, 2, 3 and 10.

(v) **"Phase II"**: Parcels 4, 5, 6, 7, 8 and 9.

(w) **"Prime Lessee"**: An Owner of a Parcel who sells said Parcel (whether or not such sale includes buildings and/or Common Area improvements located thereon) to an unaffiliated third party and thereafter enters into a lease (including a ground lease or building lease) for said Parcel with such third party or its lessee or sublessee. For purposes of this Declaration for so long as Albertson's is the lessee of Parcel 2 under that certain Shopping Center Lease between Cantlon (as Landlord) and Albertson's (as Tenant) dated February 29, 1996,

Albertson's shall be deemed a Prime Lessee. Prime Lessee includes the successors and assigns of the Prime Lessee but does not include the sublessees, licensees or concessionaires of the Prime Lessee.

(x) **"Restrictions"**: The easements, covenants, restrictions, liens and encumbrances contained in this Declaration.

(y) **"Restaurant"**: Any operation or business which requires a governmental permit, license and/or authorization to prepare and/or serve food for either on or off site consumption; provided, however, notwithstanding anything herein to the contrary, a supermarket, grocery store or similar operation shall not be deemed a Restaurant.

(z) **"Self-Parked"**:

(1) (i) For all Parcels except Parcel 7, having a minimum of five (5) parking stalls per 1,000 square feet of Floor Area used as retail (not including Restaurant or office) space and ten (10) parking stalls per 1,000 square feet of Floor Area used as office space (provided that a Service Retailer shall be deemed a retail use and not an office space use for purposes hereof); (ii) for Parcel 7, having a minimum of four and eight tenths (4.8) parking stalls per 1,000 square feet of Floor Area used as retail (not including Restaurant or office) space and ten (10) parking stalls per 1,000 square feet of Floor Area used as office space; and (iii) meeting all applicable laws, rules or regulations (without a variance) governing or relating to parking accommodations. An expansion of the building on Parcel 2 into the Expansion Area shall not be required to comply with clause (i) above. Notwithstanding the foregoing parking requirements applicable to office use, office space used by an Owner or occupant for administrative purposes, and which is not open to the general public shall not be considered office space for purposes of such parking requirements.

(2) For all Parcels in the Shopping Center, for each Take-Out Restaurant (as "Take-Out Restaurant" is defined in Section 5.3 of this Declaration) not exceeding 2,000 square feet of Floor Area, five (5) parking stalls per 1,000 square feet of Floor Area; and, for all other Restaurants: (i) for each single Restaurant which has less than 5,000 square feet of Floor Area, ten (10) parking stalls per 1,000 square feet of Floor Area; (ii) for each single Restaurant which has more than 5,000 square feet of Floor Area and less than 7,000 square feet of Floor Area, fifteen (15) parking stalls per 1,000 square feet of Floor Area; (iii) for each single Restaurant which has more than 7,000 square feet of Floor Area, twenty (20) parking stalls per 1,000 square feet of Floor Area, provided, however, that in each case (whether the use is as a Take-Out Restaurant or other Restaurant) the Restaurant use shall meet all applicable laws, rules or regulations (without a variance) governing or relating to parking accommodations.

(3) Notwithstanding the foregoing parking requirements applicable to Restaurant use, if an Owner or occupant of a Parcel operates a Restaurant incidentally to its primary business purpose, then the parking requirements set forth in subpart (1) above shall govern. A Restaurant shall be an incidental operation if it occupies less than seven percent (7%) of the Owner or occupant's Floor Area and does not have a separate customer entry/exit door to the outside of the building, and such restaurant is operated by the Owner or occupant.

(aa) **"Service Facilities"**: Loading docks, trash compactors and enclosures, exterior bottle storage areas, exterior coolers, exterior electrical and exterior refrigeration facilities and other similar exterior service facilities.

(bb) **"Shopping Center"**: Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 collectively, together with the IHC Easement (defined above).

(cc) **"Sign Criteria"**: That certain criteria for the design of the Shopping Center Pylon Signs (as defined in Section 4.3[a]) and the size, design, and location of the sign fascia thereon as set forth in Exhibit "B" attached hereto and made a part hereof.

(dd) **"Target"**: Dayton Hudson Corporation, a Minnesota corporation, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, and any wholly owned subsidiary thereof. Target's current address is 33 S. Sixth Street, Minneapolis, Minnesota 55402.

**1.3 Parties.** Cantlon is the Owner of Parcels 1, 2, 3, 4, 5, 6, 8, 9 and 10; and Target is the Owner of Parcel 7. Albertson's is the Prime Lessee of Parcel 2.

## **II. BUILDING AND COMMON AREA DEVELOPMENT**

**2.1 Building Location.** All buildings and other structures (except those permitted in the Common Area pursuant to Section 2.2 below) shall be placed or constructed upon the Parcels only in the Building Areas; provided, however, that canopies, eaves and roof overhangs (including columns or posts supporting the same), normal foundations, utility cabinets and meters, signs and doors for ingress and egress may project from the Building Area into the Common Area. All of the foregoing shall be constructed and maintained in accordance with all local, state and federal laws, rules and regulations applicable thereto. The maximum Ground Floor Area for the building or buildings on each Parcel shall be as indicated on the Site Plan; provided, however, that this provision shall not restrict Albertson's from expanding its building on Parcel 2 into the Expansion Area as shown on the Site Plan. Notwithstanding the foregoing, in the event the Maximum Ground Floor Area permitted on Parcel 1, if constructed, would cause Phase I to be in violation of the Self-Parked requirements, then the maximum Ground Floor Area permitted on Parcel 1 shall be reduced to achieve compliance with the Self-Parked requirements for Phase I.

In the event the maximum Ground Floor Area permitted on Parcels 4 and 5 (collectively), if constructed, would cause Parcels 4, 5, 6, 8 and 9 (collectively) to be in violation of the Self-Parked requirements, then the maximum Ground Floor Area permitted on Parcels 4 and 5 (collectively) shall be reduced to achieve compliance with the Self-Parked requirements for Parcels 4, 5, 6, 8 and 9 (collectively). Buildings may be located (or relocated) anywhere within a Building Envelope provided the total Ground Floor Area of all buildings constructed within a Building Envelope does not exceed the square footage assigned to such Building Envelope as shown on the Site Plan. Parcels 1, 2, 3 and 10 (collectively), and Parcels 4, 5, 6, 8 and 9 (collectively), and Parcel 7 (individually) shall be Self-Parked.

Prior to the construction of any building or Common Area improvements within a Building Envelope, the Owner of the applicable Parcel shall obtain the Consenting Owners' prior written approval to the site plan for that portion of the Common Area located within the Building Envelope in accordance with the procedures set forth in Section 2.5. All Building Areas on Phase I on which buildings are not under construction on the date the Owner of Parcel 2 first opens its building for business shall be covered by a one-inch asphalt dust cap or lawn and kept weed-free and clean at the Owner's sole expense until such time as buildings are constructed thereon. All Building Areas on Phase II on which buildings are not under construction on the date the Owner of Parcel 7 first opens its building for business shall be covered by a one-inch asphalt dust cap or lawn and kept weed-free and clean at the Owner's sole expense until such time as buildings are constructed thereon.

## **2.2 Common Area.**

(a) **Use.** The Common Area is hereby reserved for the sole and exclusive use of all Owners of the Shopping Center, their tenants, subtenants and licensees, and the contractors,

employees, agents, licensees and invitees of such Owners, tenants, subtenants and licensees. The Common Area may be used for vehicular driving, parking (except that there shall be no multi-level parking) and pedestrian traffic and for no other purpose unless otherwise specifically provided in this Declaration.

(b) **Initial Development.** The Common Area shall initially be developed in the manner shown on the Site Plan, and in accordance with development criteria approved in writing by Albertson's (as to Parcels 1, 2, 3, 4, 5, 6, 8, 9 and 10) and by Target (as to Parcel 7).

(c) **Changes and Additions.** After the initial development of the Common Area, no buildings or structures not approved in writing by the Consenting Owners shall be placed in the Common Area except: (i) Service Facilities; and (ii) public pay telephones provided their location has been approved in writing by the Consenting Owners; provided, however, that the Owner or occupant of Parcel 2 and the Owner or occupant of Parcel 7, as the case may be, shall have the right to locate public pay telephones on the exterior of the building located on Parcel 2 and Parcel 7, as the case may be, without the Consenting Owners' approval. The sizes and arrangements of Common Area improvements including, without limitation, General Common Area Improvements, service drives, parking areas and striping, recycle centers, cart corrals and all buildings and structures approved pursuant to this subparagraph (c) may not be changed without the Consenting Owners' prior written approval; provided, however, that nothing in this Section 2.2 shall be interpreted to require the Consenting Owners' approval to (i) the expansion of the building on Parcel 2 into the Expansion Area shown on the Site Plan (except as to changes to the exterior elevation of the building, which require the prior written approval of the Consenting Owners under Section 2.3[a]), or (ii) the construction, alteration or relocation of any Service Facilities to the extent that they are located, and do not impede access, to the rear

or sides of buildings. All requests for approval under this subparagraph (c) shall be processed in accordance with Section 2.5.

(d) **Undeveloped Building Area.** All portions of a Building Area which are not from time to time used for buildings or other commercial structures shall be developed by the Owner thereof, at said Owner's sole cost and expense, in accordance with a site plan approved by the Consenting Owners and maintained as improved Common Area until buildings are constructed thereon.

### 2.3 Type and Design of Buildings.

(a) **Architectural Compatibility.** Unless otherwise approved by the Consenting Owners, no more than one (1) building shall be permitted on each of Parcel 1, 2, 3, 7, 8, 9 or 10. Each building and other structure 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. Each building in the Shopping Center shall initially be constructed so the exterior of such building conforms to building design drawings approved by the Consenting Owners. No building for which building design drawings have not been approved may be constructed, nor the exterior of any existing building changed in any way (including, without limitation, signs and color), without the Consenting Owners' prior written approval (which shall be obtained in accordance with the procedures set forth in Section) as to the exterior elevations (including, without limitation, signs and color) of the building to be constructed or modified. No Consenting Owner may 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. The standard signs and logos of Albertson's and

Target (including, without limitation, signs identifying any tenant, subtenant, licensee, or concessionaire located and operating on Parcel 2 ["**Parcel 2 Tenant**"] or on Parcel 7 ["**Parcel 7 Tenant**"]), or a National Chain store occupying not less than 15,000 square feet of Ground Floor Area, as they may exist from time to time, and the opening, closing, modification or relocation of any door, however, shall not require approval.

(b) **Attachments.** No Owner shall have the right to make any attachment whatsoever to another Owner's building (such other Owner being referred to in this subparagraph only as "**Other Owner**") without such Other Owner's prior written approval, which may be withheld in such Other Owner's sole and absolute discretion. If the Other Owner approves the requested attachment, the Owner making the attachment shall, prior to making such attachment, obtain the Other Owner's prior written approval (which may be withheld in its sole and absolute discretion) of the drawings and specifications detailing the attachment. Any such attachment shall be at the sole cost and expense of the Owner making the attachment and shall be in strict conformance with the approved drawings and specifications detailing the same.

(c) **Fire Protection.** Every building on Parcels 1, 2, 3, 4, 5 and 6 shall be equipped with automatic sprinkler systems which meet all the applicable standards of the National Fire Protection Association. The purpose of this subparagraph (c) is to allow such buildings to be considered as one (1) building for building code purposes. The parties acknowledge that Target initially proposes to construct on Parcel 7 a building which is classified as an "unlimited area" building under certain building codes. (By way of explanation, but not limitation, an "unlimited area" building is designated II-N or V-N under the Uniform Building Code.) No building shall initially be placed or constructed in the Shopping Center in a manner which will, based on then existing governmental regulations, either preclude the construction on Parcel 7 of



an "unlimited area" building, or cause an existing "unlimited area" building thereon to no longer be in conformance with applicable building code requirements, it being understood and agreed, however, that subsequent changes in governmental regulations shall not obligate a party to modify or alter its existing building. If required by any governmental authority, the applicable Owners agree to join in a recordable declaration which confirms the existence of a sixty foot (60') clear area around the Building Area on Parcel 7.

(d) **Structural Integrity.** No building or other structure in the Shopping Center shall be built in such a manner as to adversely affect the structural integrity of any other building or structure in the Shopping Center.

(e) **Height.** All buildings and other structures in the Shopping Center shall be single story with mezzanine permitted. All buildings and other structures located on Parcels 1, 2, 3, 4, 5, 6 and 7 shall be single story with mezzanine permitted and shall not exceed thirty-eight (38) feet in height (including mechanical fixtures and equipment and screening for the same). All buildings and other structures located on Parcels 8, 9 and 10 shall be single story (no mezzanine permitted) and shall not exceed twenty-two (22) feet in height (including mechanical fixtures and equipment and screening for the same). No mezzanine or basement shall be used for the sale or display of merchandise or for the offer or provision of retail services to the public.

(f) **Exterior Maintenance.** Each Owner shall maintain the exterior of any building located on such Owner's Parcel(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 customer parking areas.

## 2.4 Construction Requirements.

(a) **Standards.** 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), (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 the Consenting Owners. Unless otherwise specifically stated herein, the person contracting for the performance of such work ("**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) **Liens.** 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 subparagraph (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 Owner or Prime Lessee

of any Parcel encumbered by any such lien or claim of lien, 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 Owner or Prime Lessee of said Parcel 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 Owners and occupants of the Shopping Center from any and all liabilities, claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable attorneys' fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action of any kind whatsoever, 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 person, its tenants, subtenants, agents, contractors or employees.

(c) **Encroachments.** The Owners and Albertson's 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.

(d) **Temporary License.** Each Owner and Prime Lessee hereby grants and conveys to each other Owner and Prime Lessee and to its respective contractors, materialmen and laborers a temporary license for access and passage over and across the Common Area of the grantor's Parcel as shall be reasonably necessary for the grantee to construct and/or maintain improvements upon the grantee's Parcel; provided, however, that such license shall be in effect

only during periods when actual construction and/or maintenance is being performed and provided further that the use of such license shall not unreasonably interfere with the use and operation of the Common Area by others. Prior to exercising the rights granted herein, the grantee shall first provide the grantor with a written statement describing the need for such license, and shall furnish a certificate of insurance showing that its contractor has obtained the minimum insurance coverage required by Section 2.6 of this Declaration. Any Owner or Prime Lessee availing itself of the temporary license shall promptly pay all costs and expenses associated with such work, shall diligently complete such work as quickly as possible, and shall promptly clean the area, and restore and/or repair the affected portion of the Common Area to a condition which is equal to or better than the condition which existed prior to the commencement of such work.

**2.5 Approval Procedures.** Before any action requiring the Consenting Owners' approval is commenced, sufficient information shall be sent to the Consenting Owners to enable the Consenting Owners to make a reasonable decision as to the proposal. No Consenting Owner shall have the right to unreasonably withhold its approval to the proposal unless otherwise specified in this Declaration. Each Consenting Owner must approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and, if such Consenting Owner disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproval. If a Consenting Owner rejects or disapproves the proposal and fails to provide such explanation within the thirty (30) day period, such Consenting Owner shall be deemed to have approved the 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.

2.6 Prior to commencing any construction activities within the Shopping Center, each Owner or Prime Lessee shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages in Constant Dollars set forth below:

(a) Workers' compensation and employer's liability insurance:

- (1) Worker's compensation insurance as required by any applicable law or regulation.
- (2) Employer's liability insurance in the amount of \$1,000,000 each accident for bodily injury, \$1,000,000 policy limit for bodily injury by disease and \$1,000,000 each employee for bodily injury by disease.

(b) General liability insurance: Commercial General Liability insurance covering all operations by or on behalf of the Contractor, which shall include the following minimum limits of liability and coverages:

- (1) Required coverages:
  - (i) Premises and Operations;
  - (ii) Products and Completed Operations;
  - (iii) Contractual Liability, insuring the indemnity obligations assumed by Contractor under the Contract Documents;
  - (iv) Broad Form Property Damage (including Completed Operations);

- (v) Explosion, Collapse and Underground Hazards; and
  - (vi) Personal Injury Liability.
- (2) Minimum limits of liability:
- (i) \$1,000,000 each occurrence (for bodily injury and property damage);
  - (ii) \$1,000,000 for Personal Injury Liability;
  - (iii) \$2,000,000 aggregate for Products and Completed Operations (which shall be maintained for a three (3) year period following final completion of the Work),
  - (iv) \$2,000,000 general aggregate applying separately to this Project.

(c) Automobile Liability Insurance: Automobile liability insurance including coverage for owned, hired, and non-owned automobiles. The limits of liability shall not be less than \$1,000,000 combined single limit each accident for bodily injury and property damage combined. The Contractor shall require each of his Subcontractors to include in their liability insurance policies coverage for Automobile Contractual Liability.

(d) Umbrella/Excess Liability Insurance: The Contractor shall also carry umbrella/excess liability insurance in the amount of \$5,000,000. If there is no per project aggregate under the Commercial General Liability policy, the limit shall be \$10,000,000.

If the construction activity involves the use of another Owner's or Prime Lessee's Parcel, then the Owner or Prime Lessee of such Parcel shall be an additional insured and such insurance shall provide that the same shall not be canceled, or reduced in amount or coverage below the requirements of this Declaration, nor shall it be allowed to expire, without at least thirty (30) days

prior written notice to each insured. If such insurance is canceled or expires then the constructing Owner or Prime Lessee shall immediately stop all work on or use of the other Owner's Parcel until either the required insurance is reinstated or replacement insurance obtained.

All insurance required in this Declaration shall be written on an occurrence basis and procured from companies rated by Best's Insurance Reports not less than A-/X which are authorized to do business in the state where the Shopping Center is located. All insurance may be provided under (i) an individual policy covering this location, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such Owner or Prime Lessee; provided, however, that if such blanket commercial general liability insurance policy or policies contained a general policy aggregate of less than \$20,000,000 in Constant Dollars, then such insuring Owner or Prime Lessee shall also maintain excess liability coverage necessary to establish a total liability insurance limit of \$20,000,000 in Constant Dollars, (iii) a plan of self-insurance, provided that any Owner or Prime Lessee so self-insuring notifies the other Parties of its intent to self-insure and agrees that upon request it shall deliver to such other Parties each calendar year a copy of its annual report that is audited by an independent certified public accountant which discloses that such Owner or Prime Lessee has \$100,000,000 in Constant Dollars of both net worth and net current assets (provided, however, that neither Albertson's nor Target shall be obligated to provide such notice or deliver such reports), or (iv) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by an Owner or Prime Lessee in compliance with this Section 2.6, such Owner or Prime Lessee shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed \$50,000.00 in Constant Dollars unless such Owner or Prime Lessee complies with the

requirements regarding self-insurance pursuant to (iii) above. Each Owner and Prime Lessee agree to furnish to any Owner or Prime Lessee requesting the same, a certificate(s) of insurance, or statement of self-insurance, as the case may be, evidencing that the insurance required to be carried by such Person is in full force and effect.

### **III. EASEMENTS**

**3.1 Ingress, Egress and Parking.** Each Owner and Prime Lessee, as grantor, hereby grants to the other Owners and Prime Lessee, their respective tenants, contractors, employees, agents, licensees and invitees, and the subtenants, contractors, employees, agents, licensees and invitees of such tenants, for the benefit of each Parcel belonging to the other Owners and Prime Lessee, as grantees, 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 drive-up or drive-through customer service facilities. The reciprocal rights of ingress and egress set forth in this Section 3.1 shall apply to the Common Area for each Parcel as such area shall be increased pursuant to Section 2.2 above.

#### **3.2 Utility Lines and Facilities.**

**(a) Easements.** Each Owner and Prime Lessee, as grantor, hereby grants to the other Owners and Prime Lessee, for the benefit of each Parcel belonging to the other Owners and Prime Lessee, as grantees, 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. Each Owner and Prime Lessee agrees to grant such additional easements as are reasonably required by



any public or private utility for the purpose of providing the utility lines and facilities described herein provided such easements are not otherwise inconsistent with the provisions of this Declaration.

**(b) Construction Requirements.** 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, without limitation, temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of any buildings, signs or Common Area 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 facilities to the Owners of all Parcels upon which such utility lines and facilities are located within thirty (30) days after the date of completion of construction of same.

**(c) Relocation.** At any time and from time to time the Owner or Prime Lessee of a Parcel 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 Owner or Prime Lessee, provided that any such relocation (i) shall be performed only after thirty (30) days' notice of the Owner's or Prime Lessee's intention to undertake the relocation shall have been given to the Owner and Prime Lessee of each Parcel served by the utility line or facility, (ii) shall

not unreasonably interfere with or diminish utility service to the Parcel(s) 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 Owner, Prime Lessee or occupant of any other Parcel, (v) shall provide for the original and relocated area to be restored to their original specifications, and (vi) shall not be commenced during the months of November, December, or January, except in the case of an emergency relocation necessitating immediate action. The Owner or Prime Lessee performing such relocation shall provide as-built plans for all such relocated utility lines and facilities to the Owners and Prime Lessees of all Parcels served by such utility lines and facilities within thirty (30) days after the date of completion of such relocation.

**3.3 Signs.** Each Owner and Prime Lessee, as grantor, hereby grants to the other Owners and Prime Lessee, for the benefit of each Parcel belonging to the other Owners and Prime Lessee, as grantees, a perpetual non-exclusive 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 4.3 of this Declaration and all utility lines and facilities appurtenant thereto. Except where otherwise specifically stated herein to the contrary, the grantee(s) 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 Owners of all Parcels upon which such facilities are located within thirty (30) days after the date of completion of construction of same.

**3.4 Building Encroachments.** Each Owner and Prime Lessee, as grantor, hereby grants to the other Owners and Prime Lessee, for the benefit of each Parcel belonging to the other

Owners and Prime Lessee, as grantees, an easement for any portion of any building or other 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. The easements granted in this Section 3.4 shall survive this Declaration and shall last so long as the encroaching building is standing following its initial construction or following its reconstruction where such building is substantially restored to its prior condition following a casualty or condemnation.

**3.5 Permanent Access Drive.** Each Owner and Prime Lessee, as grantor, hereby grants to the other Owners and Prime Lessee, their respective tenants, contractors, employees, agents, licensees and invitees, and the subtenants, contractors, employees, agents, licensees and invitees of such tenants, for the benefit of each Parcel belonging to the other Owners and Prime Lessee, as grantees, a perpetual nonexclusive easement for ingress and egress by vehicular and pedestrian traffic upon, over and across that portion of the Common Area located on the grantor's Parcel(s) shown on the Site Plan as "**Permanent Access Drive**" and more particularly described in Schedule II attached hereto and made a part hereof. The parties hereto recognize and acknowledge that a portion of the main drive aisle located at the northern most edge of Parcel 7 exists as a perpetual easement pursuant to the IHC Easement, and that the adjacent property owner is entitled by virtue of such easement to use such drive aisle for ingress and egress to such adjacent owner's property.

**3.6 Self Help.** Each Owner and Prime Lessee, as grantor (such Owner or Prime Lessee being referred to in this subparagraph only as "**Grantor Owner**"), hereby grants to the other Owners and Prime Lessees for the benefit of each Parcel belonging to the other Owners or

Prime Lessees as grantees (such other Owners or Prime Lessee being referred to in this subparagraph only as "**Grantee Owners**"), an easement to enter the Grantor Owner's Parcel for the following purposes:

(a) To perform such work on the Grantor Owner's Parcel as is necessary to cure any default by the Grantor Owner under this Declaration or the Common Area Maintenance Agreement, provided and to the extent the Grantee Owner has the express right to cure said default under this Declaration or the Common Area Maintenance Agreement; and

(b) To perform any obligations or exercise any other rights the Grantee Owner has under this Declaration or the Common Area Maintenance Agreement.

**3.7 Emergency Access Easement.** The Owner and Prime Lessee of Parcel 2, as grantor, hereby grants to the Owner of Parcel 1, its tenants, contractors, employees, agents, licensees and invitees, and the subtenants, contractors, employees, agents, licensees and invitees of such tenants, for the benefit of Parcel 1, as grantee, a perpetual non-exclusive easement for emergency ingress and egress by pedestrian traffic only, upon, over and across the six (6) foot wide emergency exit route located adjacent to the southwest corner of the building on Parcel 2, as depicted as "Emergency Exit Route" on the Site Plan.

#### **IV. OPERATION OF COMMON AREA**

**4.1 Parking.** There shall be no charge for parking in the Common Area without the prior written approval of the Consenting Owners or unless otherwise required by law.

**4.2 Employee Parking.** Notwithstanding anything to the contrary in this Declaration, employees of any Owner or occupant of any part of the Shopping Center shall use only those portions of the Common Area located on such Owner's or occupant's Parcel for motor vehicle parking purposes. In no event shall employees of any Parcel other than Parcel 2 park within

200 feet of the front of any building located on Parcel 2. In no event shall employees of any Parcel other than Parcel 7 park within 200 feet of the front of any building located on Parcel 7. In no event shall employees of any Parcel park on another Parcel.

#### 4.3 Signs.

(a) Subject to governmental approval, free-standing signs shall be erected at the locations designated "**Shopping Center Pylon Sign**" on the Site Plan. The display panel size, design, location and number of displays allowed in each Shopping Center Pylon Sign shall be as shown on Exhibit "B." The displays indicated as "Albertson's" on Exhibit "B" shall, at the option of the Albertson's or the occupant of Parcel 2, display the designation of Albertson's (or other occupant of Parcel 2) and/or the designation of a Parcel 2 Tenant. The designation for the Parcel 2 Tenant may, at the option of Albertson's or the occupant of Parcel 2, be included on a separate sign can, or be included as a part of the designation on the sign can otherwise permitted to Albertson's or the occupant of Parcel 2. Provided the amount of signage otherwise permitted by governmental authority to Albertson's (or other occupant of Parcel 2) and Target (or other occupant of Parcel 7) is not adversely affected thereby, designations for not more than four (4) other businesses in the Shopping Center may be displayed on the Shopping Center Pylon Signs (except for the Shopping Center Pylon Sign designated Phase 1 Sign 1A on Exhibit "B," which shall be limited to designations for not more than two (2) other business in the Shopping Center. Any such business, in order to display its designation on any Shopping Center Pylon Sign, must occupy not less than 10,000 square feet of Ground Floor Area. The cost of designing, constructing and installing the Shopping Center Pylon Signs (excluding electrical hookup to the Common Area meter) shall be paid by Cantlon, subject to a right of reimbursement from the Owners (or occupants) of all Parcels displaying designations thereon. The Owners (or occupants)

of all Parcels displaying designations on the Shopping Center Pylon Signs shall, upon display of a designation on any Shopping Center Pylon Sign, reimburse Cantlon in the proportion that the total square footage of each Owner's (or occupant's) designation or designations bears to the total square footage of all designations displayed thereon. The cost of maintaining, repairing and replacing the Shopping Center Pylon Signs 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 displayed thereon. Each person displaying a designation on the Shopping Center Pylon Signs shall supply and maintain its own sign fascia and can. The size, design and location of the sign fascia on the Shopping Center Pylon Signs shall conform to the Sign Criteria set forth in Exhibit "B" and shall be subject to the Consenting Owners' prior written approval (which shall be obtained in accordance with the procedures set forth in Section 2.5). The design of the Shopping Center Pylon Signs structures as shown on Exhibit "B" is hereby approved. Notwithstanding the foregoing, Albertson's, Target and other persons occupying not less than fifteen thousand (15,000) square feet of Ground Floor Area may use such standard fascia as they from time to time use generally in carrying on their businesses. Albertson's (or other occupant of Parcel 2) shall have the top designation on the Shopping Center Pylon Signs designated as "Phase 1 Sign-1A" and "Phase 2 Sign" on Exhibit "B." Target (or other occupant of Parcel 7) shall have the top designation on the Shopping Center Pylon Signs designated as "Phase 1 Sign-1B" and "Phase 3 Sign" on Exhibit "B," and shall be entitled to the second location on the Shopping Center Pylon Sign designated "Phase 1 Sign-1A" on Exhibit "B."

(b) In addition to the foregoing Shopping Center Pylon Signs, and provided the amount of signage otherwise permitted by governmental authority for the Shopping Center Pylon Signs is not adversely affected, monument signs (subject to governmental approval) may be constructed at the locations designated "Monument Sign" on the Site Plan. 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 design of each Monument Sign structure and sign fascia used shall be subject to the approval of the Consenting Owners, which approval shall not be unreasonably withheld or delayed. In the event a fuel dispensing station is located and operated on a Parcel entitled to a Monument Sign, such Monument Sign may display gasoline prices.

(c) There shall be no other signs, except directional signs and signs on buildings, in the Shopping Center. All exterior building signs (except Albertson's and Target'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, exposed raceways, exposed neon tubes, exposed ballast boxes or exposed transformers, or consist of paper or cardboard signs, temporary signs (exclusive of contractor signs "for lease" and grand opening promotional banners if professionally prepared, stickers or decals); provided, however, the foregoing shall not prohibit the placement at the entrance of each occupant's space a small sticker or decal, indicating hours

of business, emergency telephone numbers, acceptance of credit cards and other similar bits of information.

**4.4 Protection of Common Areas.** Each Owner and Prime Lessee shall have the right to take such steps as it deems necessary to prevent those persons not authorized by this Declaration to use the Common Area from using the Common Area for ingress, egress, parking, or any other purpose. 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; provided, however, that any impairment of access to or from the Shopping Center, or any part thereof, shall require the Consenting Owners' prior written approval, which may be withheld in such Consenting Owner's sole and absolute discretion.

**4.5 Common Area Sales.** 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 the Owner or occupant of Parcel 2 and Parcel 7 shall be permitted from the parking lot located on Parcel 2 and Parcel 7, respectively, subject to the following restrictions: (i) the Common Area shall be promptly restored to its condition immediately prior to said sale at the sole cost and expense of the Owner or occupant of the Parcel on which the sale is held; and (ii) sales shall not unreasonably 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. Additionally, notwithstanding the foregoing, the seasonal sale of merchandise by the Owners or occupants of Parcels 4 and 5 shall be permitted from the parking lot located on Parcels 4 and 5 subject to the following: (i) the Common Area shall be promptly restored to its condition immediately prior to such sale at the sole cost and expense of the Owner or occupant of the



Parcel conducting such sale; (ii) 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; (iii) the sales area shall be limited to that area designated "**Common Area Sales Area**" on the Site Plan; and (iv) such sales shall not unreasonably interfere with the free movement of traffic within the Shopping Center or with access to or from the Shopping Center or any part thereof. The foregoing shall not be applicable to the storage of shopping carts or the installation of an "ATM" banking facility (provided that such "ATM" banking facility is attached to a building). No displaying of vehicles for sale shall be allowed in the Common Area.

**4.6 Prohibited Activities.** Picketing and distribution of pamphlets, handbills or similar materials within the Shopping Center shall be prohibited.

**V. USE RESTRICTIONS**

**5.1 Food and Pharmacy Restrictions.** Except as otherwise expressly provided in this Section 5.1, no part of the Shopping Center, except Parcel 2, shall be used as a supermarket, which shall be defined as any store or department containing more than 3,000 square feet of Floor Area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption; as a bakery or delicatessen; as a cigarette or smoke shop or any other store the primary business of which is to sell tobacco products and/or accessories; for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption; for the sale of alcoholic beverages for off-premises consumption; or for the sale or offer for sale of any pharmaceutical products requiring the services of a registered pharmacist. Parcel 7 shall not be subject to, and is hereby released from, the above-referenced restriction, but shall be subject to the following restriction: no part of Parcel 7 shall be operated as or leased for use as a full service grocery store. For purposes hereof, "full service grocery store" means a retail store, or

department in a retail store aisle, the primary purpose of which is the sale of groceries for off-premises consumption; for example a retail grocery operation substantially similar in size and type as the grocery stores operated by Albertson's in Salt Lake County, Utah on the date hereof and/or the grocery store component contained in Super Target stores such as the Super Target store operated at 7025 South Park Centre Drive, in Salt Lake County, Utah on the date hereof. Without limiting the generality of the foregoing, the parties agree that nothing in this Section shall prohibit the operation of a retail store similar to a standard Target store such as the Target store located at \_15444 North Frank Lloyd Wright Blvd., Scottsdale, Arizona, as currently operated. This restriction with regard to Parcel 7 shall terminate if a supermarket is not operated on Parcel 2 for a continuous period of fifteen (15) months or more at any time after the date Albertson's business on Parcel 2 first opens for business for any reason other than (i) a strike, lockout or other labor difficulty, fire or other casualty, condemnation, war, riot, insurrection, act of God, or other temporary closure beyond the reasonable control of the person occupying Parcel 2, or (ii) temporary closure due to the restoration, reconstruction, expansion, alteration or remodeling of any buildings or improvements located in the Shopping Center. Notwithstanding the foregoing, subject to the prior written approval of Albertson's (which approval may be withheld for any reason), Parcel 1 may be used for the sale or offer for sale of pharmaceutical products requiring the services of a registered pharmacist. Additionally, notwithstanding the foregoing, the sale of food, baked goods and alcoholic beverages for off-premises consumption shall be allowed on either Parcel 9 or Parcel 10 if such sales are conducted from a building on such Parcel owned by or leased to Albertson's and in conjunction with the operation of a fuel dispensing station.

**5.2 General Restrictions.** Except as otherwise expressly provided below in this Section 5.2, no part of the Shopping Center shall be used as a bar, tavern, cocktail lounge, Restaurant or other establishment whose reasonably projected annual gross revenues from the sale of alcoholic beverages for on-premises consumption exceeds thirty percent (30%) of the gross revenues of such business, adult book or adult video store, hotel, motel, animal kennel, mobile home or trailer park, automotive maintenance or repair facility, warehouse, car wash, entertainment or recreational facility or training or educational facility; for the renting, leasing or selling of or displaying for the purpose of renting, leasing or selling of any boat, motor vehicle or trailer; for industrial purposes; for a secondhand or surplus store; for any bankruptcy sales or going out of business sales; for any use which emits an obnoxious odor, noise or sound which can be heard or smelled outside of any building in the Shopping Center; for any manufacturing, distilling, refining, smelting or mining operation; for any dumping, disposing, incineration or reduction of garbage (exclusive of garbage compactors located near the rear of any building); for any auction house; for any central laundry, dry cleaning plant or laundromat (provided however, this prohibition shall not be applicable to nominal supportive facilities for on-site service oriented to pick-up and delivery by the ultimate consumer as the same may be found in other first class shopping centers in the metropolitan area where the Shopping Center is located); for any residential use; for any mortuary or funeral home; or for any gambling facility or operation; or for any veterinary hospital or animal kennel or animal raising or board facility, except that this prohibition shall not prohibit pet shops that do not offer veterinary or boarding services. Notwithstanding the foregoing, veterinary services may be provided as an incidental retail activity within a pet shop located in any building or portion of a building approved in writing by the Consenting Owners during such period of time as the primary business operated in the pet shop

is for the retail sale of pets (including, but not limited to, fish, birds, reptiles, dogs, cats and other small mammals), pet food, pet accessories and other pet products and the incidental provision of pet grooming and other pet services; provided, however, that the operation of such a pet business shall be subject to the following conditions:

(a) Such operations shall otherwise be in compliance with all provisions of this Declaration;

(b) Veterinary and other pet services shall be provided only with respect to domestic animals (including but not limited to dogs, cats, fish, birds and other commonly accepted household pets);

(c) No exterior signage shall be permitted with respect to veterinary services or other incidental services without the prior written consent of the Consenting Owners;

(d) Overnight boarding of pets shall be limited as follows: (i) all boarding shall be incidental to the business operated in the pet shop and not offered to customers as a separate service; (ii) the combined veterinary and overnight boarding facilities shall occupy no more than fifteen percent (15%) of the Floor Area of the pet shop; and (iii) all boarding shall be indoors, and no exterior kennels, runs or pens shall be permitted. In no event shall the outdoor boarding or exercising of pets be permitted under any circumstances whatsoever;

(e) The Occupant of the pet shop shall perform, or cause to be performed, daily janitorial services sufficient to prevent any accumulation of pet stains, pet odors or pet droppings on the pet shop premises and/or in any portion of the Common Area located within one hundred fifty (150) feet from any customer entrance to the pet shop. In the event that the Occupant of the pet shop fails to perform such janitorial services (or to cause the same to be performed) following receipt of notice as herein provided, any of the Consenting Owners shall each have the

right to perform such janitorial services (or cause the same to be performed), and the Occupant of the pet shop shall reimburse the Owner performing such services (or causing the same to be performed) in an amount equal to one hundred ten percent (110%) of all reasonable costs paid or incurred for such purposes within thirty (30) days following receipt of an invoice therefor or other reasonable evidence of the amount and purposes thereof, upon failure of which the Owner performing such services (or causing the same to be performed) may, in its sole discretion, pursue any other remedy available to it under this Declaration or otherwise.

For the purpose of this Section 5.2, the phrase "adult book or adult video store" shall mean a store or department which has in its video tape inventory X-rated tapes or which prohibits admittance to persons under eighteen (18) years of age.

For the purpose of this Section 5.2, the phrase "entertainment or recreational facility" shall include, without limitation, a theater, bowling alley, skating rink, gym, health spa or studio, dance hall, billiard or pool hall, massage parlor, game parlor or video arcade (which shall be defined as any store containing more than four [4] electronic games), other than games held for sale, display or demonstration in a retail store or games contained in a restaurant as an incidental part of its operations, except for video poker or similar gambling games, which shall be prohibited everywhere in the Shopping Center.

The phrase "training or educational facility" shall include, without limitation, a beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees as opposed to customers (provided that a children's learning center offering education services to preadolescent children shall be allowed, subject to the Consenting Owner's prior review and written approval of the location, layout, size and design of the same).

Parcel 7 may be used for an automotive maintenance or repair facility (provided no overnight parking of automobiles, except within the interior of any such facility, shall be allowed).

Notwithstanding the foregoing, the following uses shall be allowed on Parcel 7: entertainment or recreation facility, a theater, gym, health spa or studio, and a family oriented video arcade.

**5.3 Location Restrictions.** No part of Parcel 1, 3 or 6 within two hundred (200) feet of any of the front doors of the building on Parcel 2 or 7 shall be used as a Restaurant or as a medical, dental, professional or business office (provided, however, that Take-Out Restaurants, defined as restaurants in which seventy-five percent (75%) of the food served to customers is consumed off the premises, such as ice cream shops, yogurt shops, sandwich shops or pizza shops [provided that any pizza shop must have one hundred percent (100%) of the food served to customers consumed off the premises], and service retailers, such as a travel agency, branch bank or retail finance service [such as Beneficial Finance] ["Service Retailer"] shall be allowed on Parcel 1, 3 or 6, provided further that no single such user [Take-Out Restaurant or Service Retailer] shall exceed 2,000 square feet of Floor Area, and the total Floor Area for all such users shall not exceed a combined aggregate of 6,000 square feet on Parcels 1 and 3 [collectively], or on Parcel 6 [individually]). Parcel 1 shall be subject to the following additional provisions, notwithstanding anything to the contrary in the preceding sentence: No Take-Out Restaurant with any door facing Redwood Road shall exceed 1,500 square feet of Floor Area, but any style Restaurant (not limited to a Take-Out Restaurant) may be located on Parcel 1 if its doors face 70th South Street, provided no such Restaurant shall exceed 2,600 square feet of Floor Area, all subject to the aggregate limit of 6,000 square feet of Restaurant and Service Retailers on

Parcels 1 and 3 as above provided. No part of Parcel 9 or 10 shall be used as a medical, dental, professional or business office (provided, however, that Service Retailers shall be allowed on Parcel 9 or 10, provided further that no such use (other than a branch bank) shall exceed 2,000 square feet in floor area on any such Parcel). No more than one (1) of Parcel 9 or 10 shall be utilized for a branch bank. The maximum Building Area on, respectively, Parcel 9 and Parcel 10, shall be reduced to and shall be 3,500 square feet if a drive through facility (other than a video drop-off, drive through facility) or drive through Restaurant use is located on such Parcel. No more than 3,500 square feet in Floor Area on Parcel 10 may be used as a Restaurant in any event. Except as specifically allowed by the provisions of Section 5.1 of this Declaration, sale of alcoholic beverages shall be prohibited on Parcels 9 and 10. In the event the Owner of Parcel 10 develops Parcel 10 in accordance with the site plan layout designated as Optional Pad Layouts on Exhibit "A," then, in such event, the following additional restrictions shall apply:

(a) Any tenant or other occupant occupying more than fifty percent (50%) of the building on Parcel 10 shall not have a public entrance door on the western wall of the building, or anywhere within the west half of the south wall of the building; and

(b) In addition to the other use restrictions set forth in this Declaration, no more than one (1) Restaurant, not exceeding 2,000 square feet in Floor Area shall be located in the building on Parcel 10 (except that a free-standing single use building exclusively for Restaurant use may have up to, but not in excess of, 3,500 square feet in Floor Area), and any such Restaurant shall not have a public entrance door on the western wall of the building, or anywhere within the west half of the south wall of the building.

**5.4 Drive-Up and Drive-Through Facilities.** No Restaurant, bank or other facility featuring vehicular drive-up or drive-through customer service shall be located in the Shopping

Center without the prior written consent of the Consenting Owners, which shall not be unreasonably withheld, to the location, parking and drive lanes of such facility.

**5.5 Mall Restrictions.** There shall be no open or enclosed malls in the Shopping Center without the prior written consent of the Consenting Owners, which shall not be unreasonably withheld, to the location of the entrance to such mall.

**5.6 Hazardous Materials.** No Owner or occupant shall use or permit the use, handling, generation, storage, release, disposal or transportation of Hazardous Materials on, about or under its Parcel except in the ordinary course of its business and in compliance with all Environmental Laws.

## **VI. CASUALTY AND CONDEMNATION**

**6.1 Casualty.** If all or any portion of any building in the Shopping Center is damaged or destroyed by fire or other casualty, the Owner of such building shall promptly restore or cause to be restored the remaining portion of such building or, in lieu thereof, shall remove the damaged portion of such building together with all rubble and debris related thereto. All Building Areas on which buildings are not reconstructed following a casualty shall be graded or caused to be graded by the Owner thereof 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 the Owner's sole cost and expense until buildings are reconstructed thereon. Notwithstanding the above, this Section 6.1 is not intended to and shall not alter the respective rights and obligations between the Owner of any Parcel and any tenant of such Parcel pursuant to the terms of any lease or other agreement between the parties.



**6.2 Condemnation.**

(a) **Building Restoration.** If all or any portion of any building in the Shopping Center is taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof ("**Condemnation**"), the Owner of such building shall have the same obligations with respect to restoration or removal of the building and Building Area as are set forth in Section 6.1. Notwithstanding the above, this Section 6.2 is not intended to and shall not alter the respective rights and obligations between the Owner of any Parcel and any tenant of such Parcel pursuant to the terms of any lease or other agreement between the parties.

(b) **Allocation of Award.** If all or any portion of any Parcel in the Shopping Center is taken or damaged as a result of a Condemnation ("**Condemned Parcel**"), the Owner of the Condemned Parcel shall be entitled to the entire award or purchase price paid for the Condemned Parcel; provided, however, that nothing contained herein shall affect any other person's right to seek severance damages for its Parcel, provided the award of such severance damages does not reduce or diminish the amount which would otherwise be paid to the Owner of the Condemned Parcel. The Owner of the Condemned Parcel shall restore or cause to be restored the remaining portion of the Condemned Parcel as near as practicable to the condition immediately prior to such Condemnation to the extent, but only to the extent, of any condemnation proceeds allocated by the court or condemning party, as the case may be, to such restoration and actually received by the Owner of the Condemned Parcel. Any restoration of the Condemned Parcel which involves a change in the configuration of the Common Area or the sizes and arrangements thereof from that shown on the Site Plan shall require the Consenting Owners' prior written approval. Notwithstanding the above, this Section 6.2 is not intended to and shall not alter the allocation of any award between the Owner of a Condemned Parcel and

any tenant of such Condemned Parcel pursuant to the terms of any lease or other agreement between the parties.

## VII. INDEMNIFICATION

**7.1 Indemnification.** Each Owner (or Prime Lessee) shall indemnify, defend and hold harmless the other Owners and occupants of the Shopping Center from any and all liabilities, claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable attorneys' fees on any appeal), judgments, proceedings, and causes of action of any kind whatsoever for injury to or death of any person or damage to or destruction of any property resulting from the willful or negligent act or omission of the indemnifying Owner (or Prime Lessee).

## VIII. GENERAL PROVISIONS

**8.1 Covenants Run With the Land.** Each Restriction on each Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and each part thereof and shall run with the land.

### **8.2 Successors and Assigns.**

**(a) Persons Bound.** This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon the Owners, their heirs, successors, assigns and personal representatives, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise. Notwithstanding the foregoing, if any Owner sells or transfers all or any portion of its interest in any Parcel, such Owner shall, upon delivery of the Transfer Notice (as defined in subparagraph [b] below), be released and discharged from all of its obligations as Owner in connection with the property sold by it arising under this Declaration after the sale and conveyance of title but shall remain liable for all

obligations arising under this Declaration prior to the sale and conveyance of title. The new Owner of any such Parcel or any portion thereof (including, without limitation, any Owner [or Lienholder] who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Declaration with respect to such Parcel or portion thereof after the date of sale and conveyance of title.

(b) **Transfer Notice.** An Owner selling or transferring all or any portion of its interest in any Parcel shall give prior written notice thereof to all other Owners in the Shopping Center ("**Transfer Notice**"), which Transfer Notice shall include at least the following information: (i) the name, current address and current phone number of the transferor, (ii) the name, current address and current phone number of the transferee, and (iii) a copy of the legal description of the portion of the Parcel or interest sold or transferred.

**8.3 Duration.** Except as hereinafter provided, the term of this Declaration shall be for a period of sixty-five (65) years ("**Primary Period**") from the date hereof. Notwithstanding the foregoing, upon the expiration of the Primary Period, the term of this Declaration shall automatically renew for successive periods of ten (10) years each (each such period being referred to as an "**Extension Period**") unless, at least ninety (90) days prior to the date of expiration of the Primary Period or Extension Period then in effect, the Owner of Parcel 2 or Parcel 7 delivers to the other Owners in the Shopping Center written notice of termination, in which event, the Declaration shall automatically expire at the end of the Primary Period or Extension Period then in effect.

**8.4 Injunctive Relief.** In the event of any violation or threatened violation by any person of any of the Restrictions, any or all of the Owners and Prime Lessees of the property included within the Shopping Center shall 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 Declaration or provided by law.

**8.5 Modification and Termination.** This Declaration may be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the Consenting Owners, and then only by written instrument duly executed and acknowledged by all of the required Consenting Owners and recorded in the office of the recorder of the county in which the Shopping Center is located. No modification or termination of this Declaration shall affect the rights of any Lienholder unless the Lienholder consents in writing to the modification or termination.

**8.6 Method of Approval.** Whenever the consent or approval of any Owner is required, such consent or approval shall be exercised only in the following manner. Each Parcel shall have only one (1) vote. The Owners (if consisting of more than one [1] person) of each Parcel shall agree among themselves and designate in writing to the Owners and Prime Lessees of each of the other Parcels a single person who is entitled to cast the vote for that Parcel. If the Owners of any such Parcel cannot agree who shall be entitled to cast the single vote of that Parcel, or if the Owners fail to designate the single person who is entitled to cast the vote for that Parcel within thirty (30) days after receipt of request for same from any other Owner or Prime Lessee, then that Parcel shall not be entitled to vote. In the event a Parcel is not entitled to vote, its consent or approval shall not be necessary and the total square footage of Building Area located on said Parcel shall be disregarded for the purpose of computing the percentage requirement set forth in Section 8.5. Except as otherwise set forth in Section 8.5, in the event an Owner sells its Parcel and becomes the Prime Lessee thereon, said Prime Lessee is hereby appointed the entity to cast the vote or give the consent for said Parcel on behalf of the Owner

thereof and is hereby granted all of the rights and remedies granted to the Owner of said Parcel so long as it is the Prime Lessee of said Parcel, anything in this Declaration to the contrary notwithstanding.

**8.7 Not a Public Dedication.** 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 Declaration shall be strictly limited to and for the purposes herein expressed.

**8.8 Breach Shall Not Permit Termination.** It is expressly agreed that no breach of this Declaration shall entitle any Owner to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

**8.9 Default.** A person shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from any Owner or Prime Lessee specifying the particulars in which such person has failed to perform the obligations of this Declaration unless such person, prior to the expiration of said thirty (30) days (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default. However, such person shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default. Each Owner and Prime Lessee shall have the right to perform

such work on the Grantor Owner's Parcel (as "Grantor Owner" is defined in Section 3.6 of this Declaration) as is necessary to cure any default by the Grantor Owner under the Declaration or the Common Area Maintenance Agreement.

**8.10 Notices.**

(a) **Delivery.** All notices given pursuant to this Declaration shall be in writing and shall be given by personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address set forth below (or, if a Transfer Notice has been given, to the person designated in the Transfer Notice). If a notice must be given to a person other than one designated below or in a Transfer Notice, such notice shall be sent to the person and address shown on the then current real property tax rolls of the county in which the Shopping Center is located. All notices to Cantlon or Albertson's shall be sent to the appropriate party at the address set forth below:

Cantlon: CPI/West Jordan, LLC  
c/o Roger Cantlon  
101 S. Capitol Blvd., Suite 1820  
Boise, ID 83702

With a copy to: Givens Pursley, LLP  
277 North 6th Street, Suite 200  
P.O. Box 2720  
Boise, ID 83701  
Attention: Christopher J. Beeson

Albertson's: Albertson's, Inc.  
250 Parkcenter Boulevard  
P.O. Box 20  
Boise, ID 83726  
Attention: Legal Department

Target: Dayton Hudson Corporation  
Target Stores - Real Estate  
Attention: Property Administration  
33 S. Sixth Street  
Minneapolis, MN 55402

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Declaration shall be deemed given upon receipt.

(b) **Receipt.** For the purpose of this Declaration, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

**8.11 Waiver.** The failure of a person to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the Restrictions contained herein by the same or any other person.

**8.12 Attorneys' Fees.** In the event either party initiates or defends any legal action or proceeding in any way connected with this Declaration, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorneys' fees (including, without limitation, its reasonable costs and attorneys' fees

on any appeal). All such costs and attorneys' fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

**8.13 Sale & Sale-leaseback Purchaser.** Notwithstanding anything to the contrary contained in this Declaration, it is expressly agreed that in the event an Owner sells its Parcel (whether or not such sale includes buildings and/or Common Area improvements located thereon) to an unaffiliated third party and thereafter enters into a lease (including a ground lease or building lease) for such Parcel with such third party or its lessee or sublessee (hereinafter referred to collectively as the "**Prime Lessor**"), so long as said Owner is in possession of the property as a Prime Lessee the parties hereto shall look solely to said Prime Lessee (and said Prime Lessee shall be liable therefor) for the performance of any obligations either the Prime Lessee or the Prime Lessor shall have under this Declaration and the Prime Lessor shall be relieved of any obligation for the performance of or liability for the Restrictions set forth herein relating to either the Prime Lessee or its Parcel.

**8.14 Severability.** If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

**8.15 Not a Partnership.** The provisions of this Declaration 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.



**8.16 No Third Party Beneficiary Rights.** This Declaration 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.

**8.17 Captions and Headings.** The captions and headings in this Declaration 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.

**8.18 Entire Agreement.** This Declaration 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 Declaration shall be construed as a whole and not strictly for or against any party.

**8.19 Construction.** In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include the other gender, the use of the singular shall include the plural, and the use of the plural shall include the singular.

**8.20 Joint and Several Obligations.** In the event any party hereto is composed of more than one (1) person, the obligations of said party shall be joint and several.

**8.21 Recordation.** This Declaration shall be recorded in the office of the recorder of the county in which the Shopping Center is located.

**8.22 Subordination.** Albertson's and Cantlon do hereby covenant and agree that the Albertson's Lease (as amended from time to time) shall be subordinate to and is hereby subordinated to this Declaration.

**8.23 Counterparts.** This Declaration may be executed in counterparts, each of which will be an original, but all of which, taken together, will constitute one and the same instrument.

EXECUTED as of the date first set forth above.

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

**ALBERTSON'S:**  
Albertson's, Inc.,  
a Delaware corporation

By: \_\_\_\_\_  
Roger Cantlon  
Manager

By: \_\_\_\_\_  
William H. Arnold  
Vice President, Real Estate Law

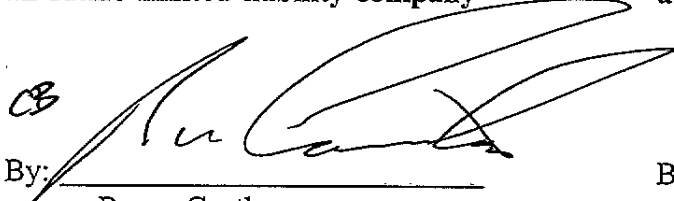
**TARGET:**  
Dayton Hudson Corporation,  
a Minnesota corporation

By: \_\_\_\_\_  
Name: Edward J. Bierman  
Title: Vice President  
Target Stores

EXECUTED as of the date first set forth above.

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

**ALBERTSON'S:**  
**Albertson's, Inc.,**  
**a Delaware corporation**



By: \_\_\_\_\_  
Roger Cantlon  
Manager

By: \_\_\_\_\_  
William H. Arnold  
Vice President, Real Estate Law

**TARGET:**  
**Dayton Hudson Corporation,**  
**a Minnesota corporation**

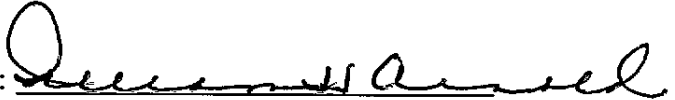
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXECUTED as of the date first set forth above.

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

**ALBERTSON'S:**  
**Albertson's, Inc.,**  
**a Delaware corporation**

By: \_\_\_\_\_  
Roger Cantlon  
Manager

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

**TARGET:**  
**Dayton Hudson Corporation,**  
**a Minnesota corporation**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this \_\_\_ day of \_\_\_\_\_, 19\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared William H. Arnold, to me known to be the Vice President, Real Estate Law, 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 said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

My commission expires:

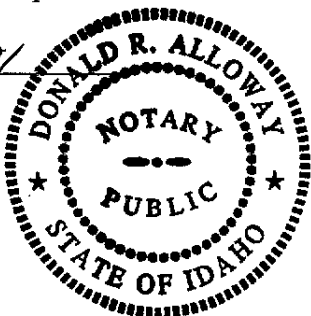
\_\_\_\_\_  
Notary Public in and for the State of Idaho  
Residing at \_\_\_\_\_, Idaho

STATE OF Idaho )  
 ) ss.  
County of Ada )

On this 30<sup>th</sup> day of June, 1998 before me, the undersigned, a Notary Public in and for said State, personally appeared Roger Cantlon, to me known to be the Manager of **CPI/West Jordan LLC**, the limited liability corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said limited liability corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

My commission expires:

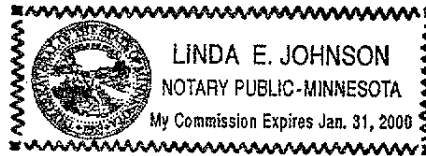
10/6/01  
  
\_\_\_\_\_  
Notary Public in and for the State of Idaho  
Residing at Boise, Idaho

BK8027PG1615

STATE OF MINNESOTA            )  
  ) SS  
COUNTY OF HENNEPIN         )

On this 30<sup>th</sup> day of June, 1998, before me, a Notary Public within and for said County, personally appeared Edward J. Bierman, to me personally known, who, being first by me duly sworn, did say that he is the Vice President of Target Stores, a division of Dayton Hudson Corporation, and a duly-authorized signatory of said corporation, and that the foregoing instrument was signed by him on behalf of said corporation by authority of its Board of Directors and Edward J. Bierman acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public



BK 8027 PG 1616

STATE OF IDAHO )  
 ) ss.  
County of Ada )

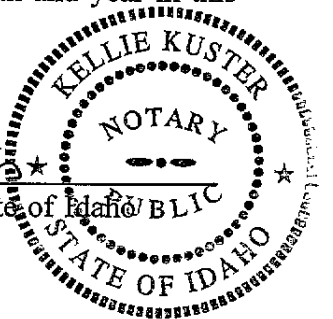
On this 1<sup>st</sup> day of July, 1998, before me, the undersigned, a Notary Public in and for said State, personally appeared William H. Arnold, to me known to be the Vice President, Real Estate Law, of **Albertson's, Inc.**, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

My commission expires:

10-12-2001

Kellie Kuster  
Notary Public in and for the State of Idaho  
Residing at Boise, Idaho



STATE OF )  
 ) ss.  
County of )

On this \_\_\_ day of \_\_\_\_\_, 19\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared Roger Cantlon, to me known to be the Manager of **CPI/West Jordan LLC**, the limited liability corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said limited liability corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

My commission expires:

\_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_  
Residing at \_\_\_\_\_, \_\_\_\_\_

BK8027PG1617

**List of Exhibits and Schedules:**

Exhibit A - Site Plan (6-29-98)

Exhibit B - Sign Criteria

Schedule I - Description of the Shopping Center [must include separate legal description  
for each Parcel in the Shopping Center]

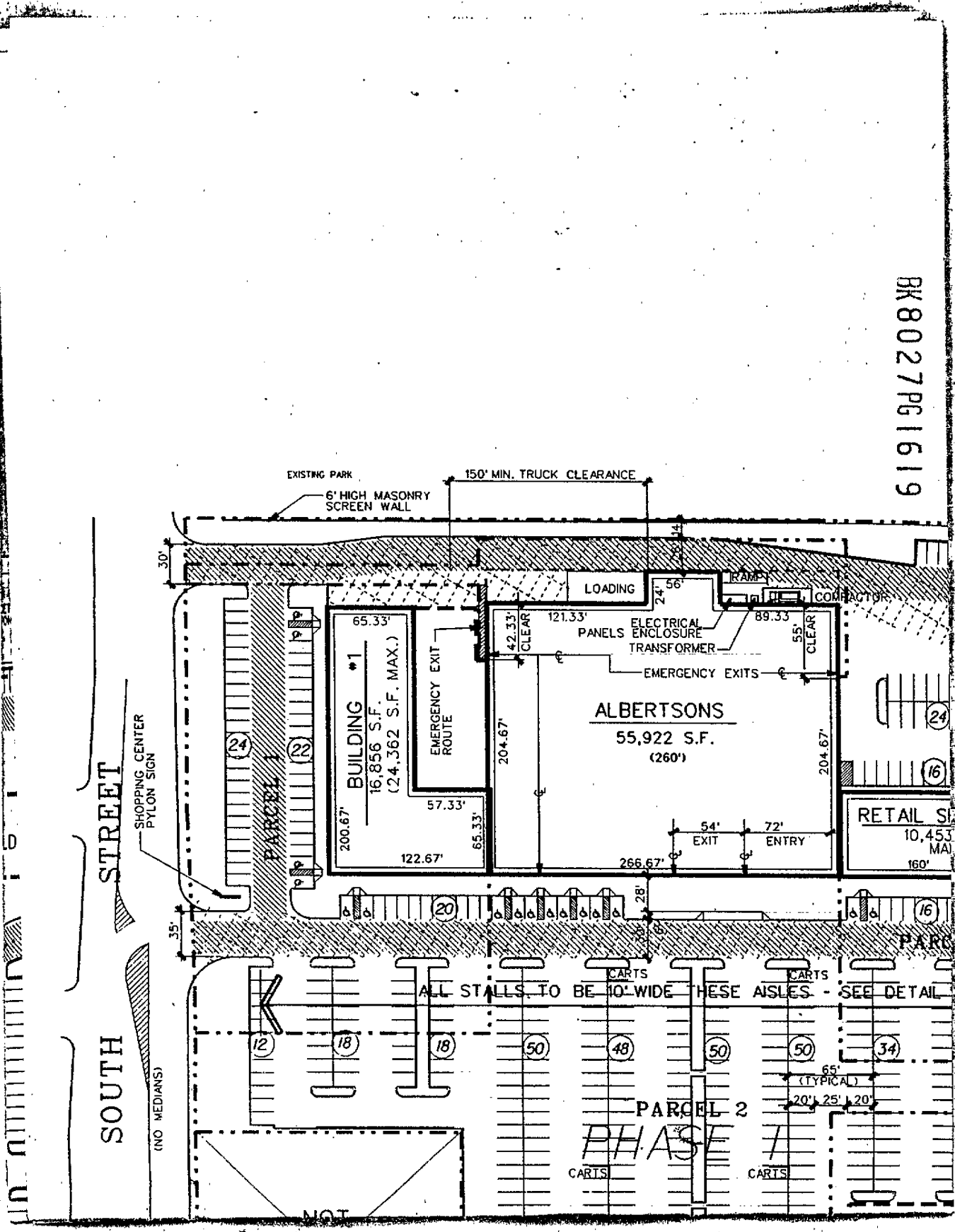
Schedule II - Description of Permanent Access Drive

Schedule III - IHC Easement

BK8027PG1618



BK8027PG1619



STREET

SOUTH

BUILDING #1  
16,856 S.F.  
(24,362 S.F. MAX.)

ALBERTSONS  
55,922 S.F.  
(260')

RETAIL STORE  
10,453 S.F.  
(160')

PARCEL 2

PHAST

ALL STALLS TO BE 10' WIDE THESE AISLES - SEE DETAIL

EXISTING PARK  
6' HIGH MASONRY SCREEN WALL  
150' MIN. TRUCK CLEARANCE

SHOPPING CENTER  
PYLON SIGN

(NO MEDIANS)

NOT

BK 8027 PG 1620

PHASE 1  
PHASE 2

72,800 S.F. MAX. BUILDING  
AREA ON PARCELS 4 & 5

6' HIGH MASONRY  
SCREEN WALL

PARCEL 4

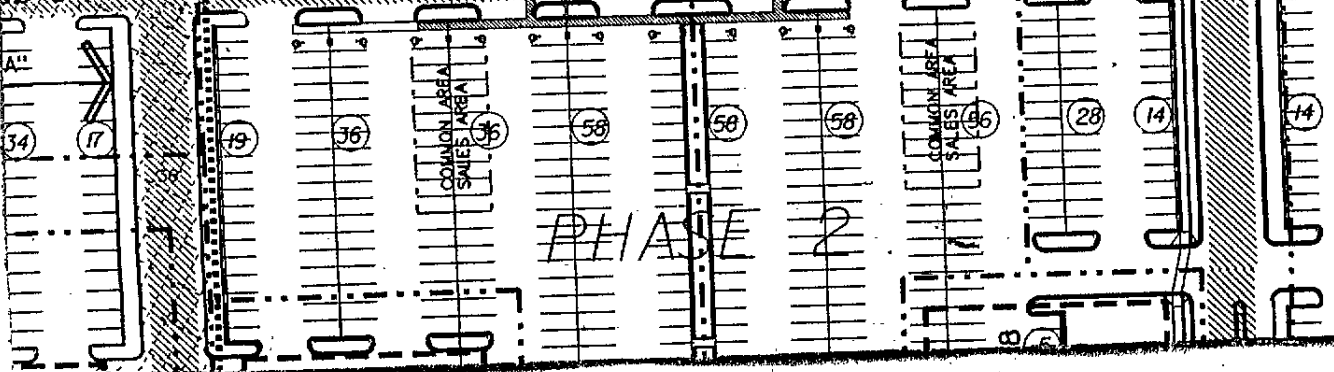
PARCEL 5

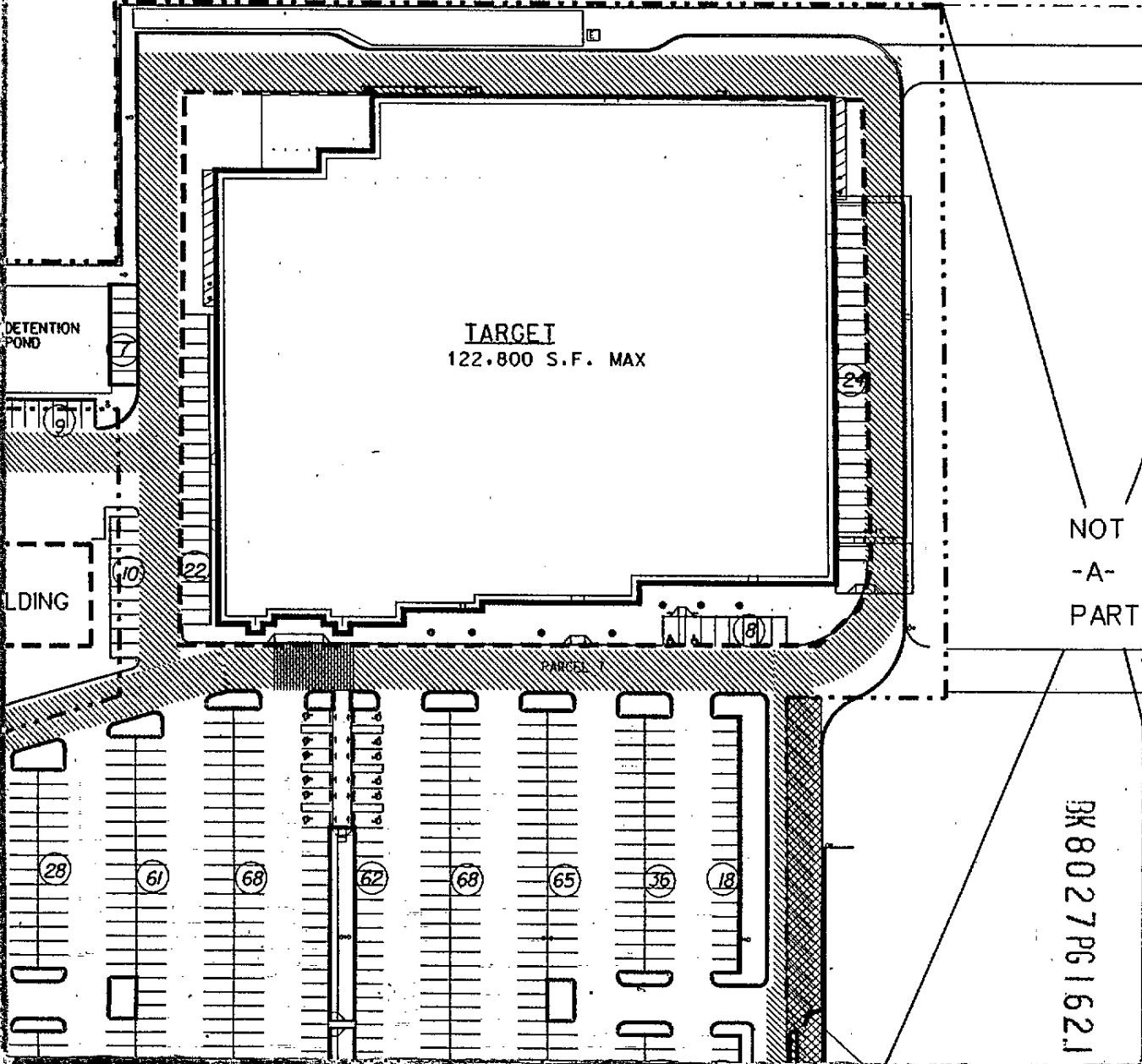
PARCEL 6

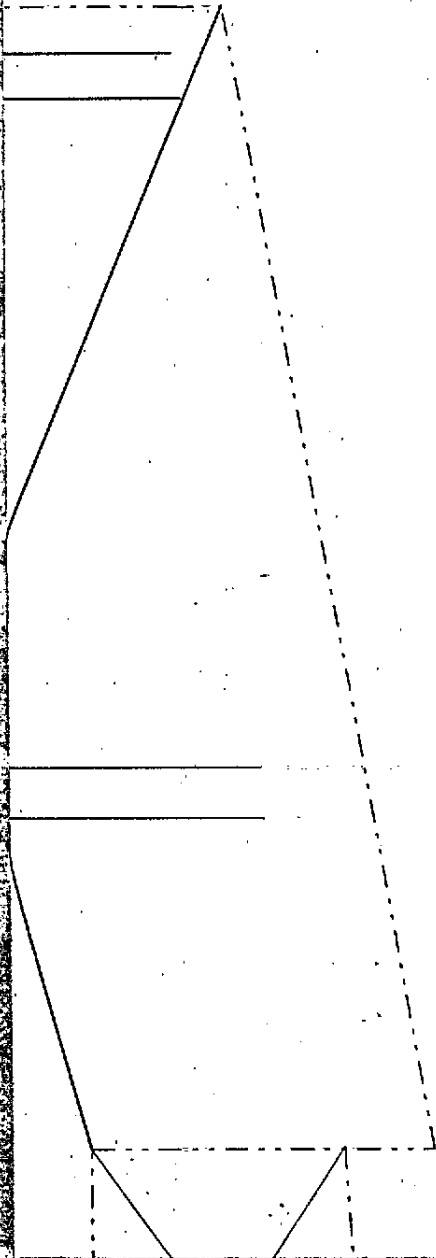
14,950 S.F. MAX. BUI  
AREA ON PARCEL 6

OPS \*3  
S.F.  
65.33'

12 10 18 14 23 9







REVISIONS	
	6-17-94 RTD. CHANGED TO EXHIBIT "A"
<b>M.R. D.R.W.</b>	2-27-96 R.A.C. REDRAWN PER NEW CONCEPT.
<b>M.R. D.R.W.</b>	4-23-97 RD REV. G.B.A., PRK'G, C.CUTS, PARCELS
<b>M.R. D.R.W.</b>	10-15-97 CSD REV. PARKING, BUILDING & PARCELS
<b>M.R.</b>	4-14-98 RAC REV. BUILDING ENVEL. AT RETAIL 3 & PARCEL 2 BOUNDARY
<b>M.R.</b>	5-4-98 RAC REV. PHASE 2 & 3 BUILDINGS & BNDRY
<b>M.R.</b>	6-29-98 RW/CSD REV. PHASE 2 AND TARGET PARCEL. ADD PERM. ACCESS DR., REV. PARKING COUNTS

BK 8027 PG 1622

70th

NOT  
-A-  
PART

PARCE

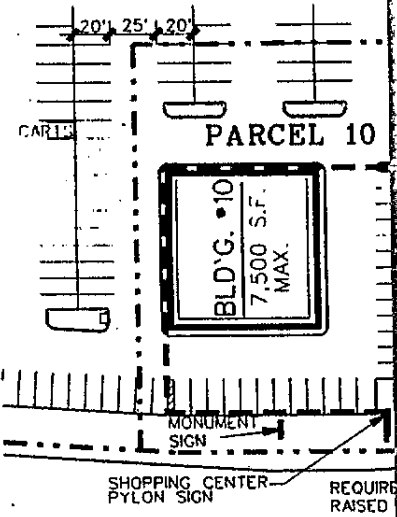
BLD'G. #10  
7,500 S.F.  
MAX.

MONUMENT SIGN SHOPPING CENTER  
PYLON SIGN

NEW RAISED MEDIAN

REDWOOD ROAD

EXIST.  
TRAFFIC SIGNAL



### GENERAL NOTES

DRAWN WITH OUT BENEFIT OF SURVEY  
NO TRUCK WELLS, NATURAL DOCK ONLY

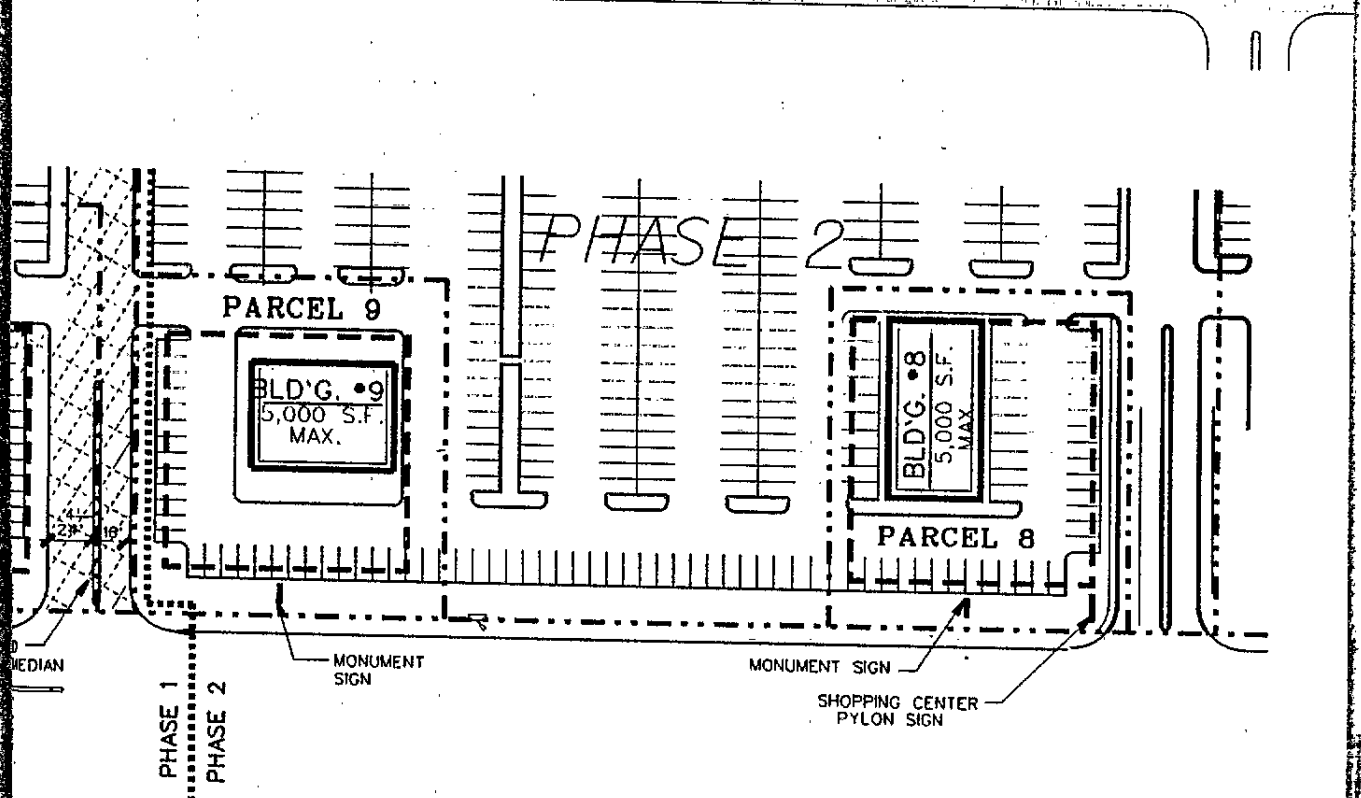
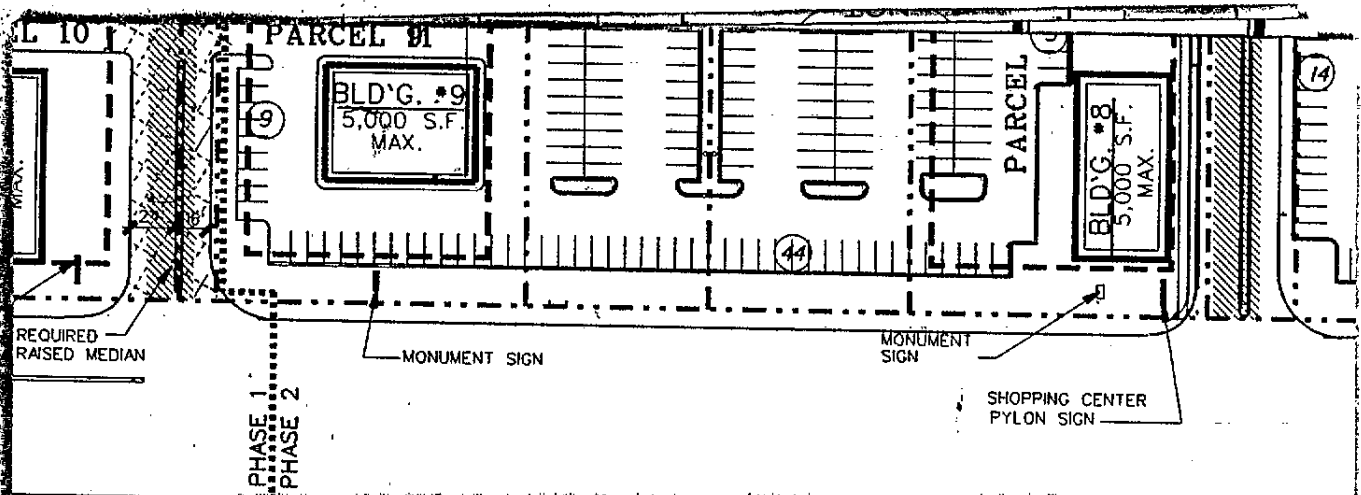
BUILDING SETBACK REQUIREMENTS:  
BY CITY REVIEW AND APPROVAL

LANDSCAPE REQUIREMENTS:  
BY CITY REVIEW AND APPROVAL

ZONING REQUIREMENTS:  
EXISTING- COMMERCIAL  
REQUIRED- COMMERCIAL

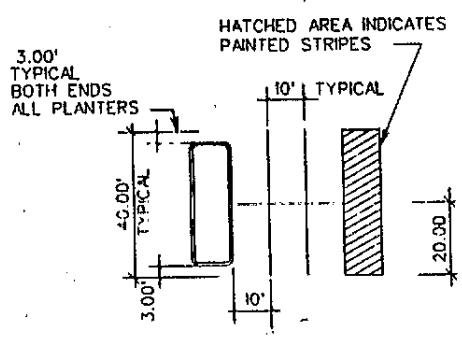
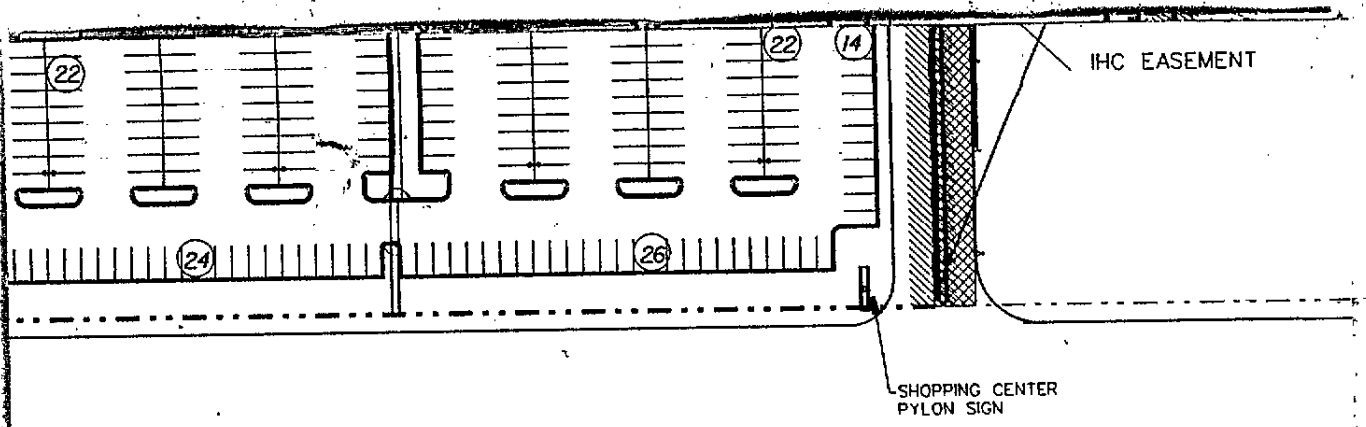
BK 8027PG1623

OPTIONAL

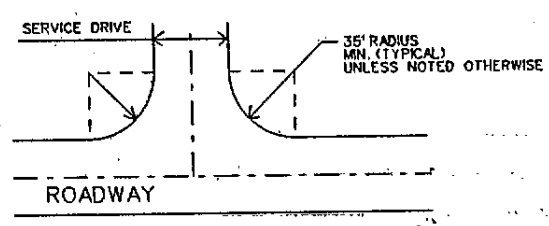


AL PAD LAYOUTS

BK8027PG1624



**(A) PARKING DETAIL**  
1"=50'-0"



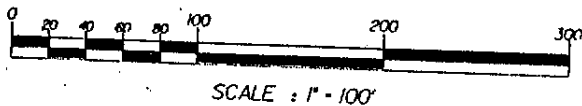
**(B) CURB CUT DETAIL**  
1"=100'-0"

**LEGEND**

PROPERTY LINE / PARCEL LINE	-----
EXPANSION LIMIT LINE	-----
BUILDING AREA	
HEAVY DUTY ASPHALT	
PHASE LINE	.....
BUILDING ENVELOPE LINE	-----
PERMANENT ACCESS DRIVE	

BK8027PG1625

NOT  
-A-  
PART  
(EXISTING)  
CARWASH



SCALE : 1" = 100'

# EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA	311,281 S.F.
TOTAL CARPARKS REQUIRED	1557
TOTAL CARPARKS PROVIDED	1626 (+69)
TOTAL SITE AREA	1,260,101 S.F. +/- (28.93 AC. +/-)

BK8027P61626

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



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

PROJECT  
N.W.C.  
70th SOUTH  
STREET  
&  
REDWOOD  
ROAD  
W. JORDAN, UT

STORE NO  
**385**

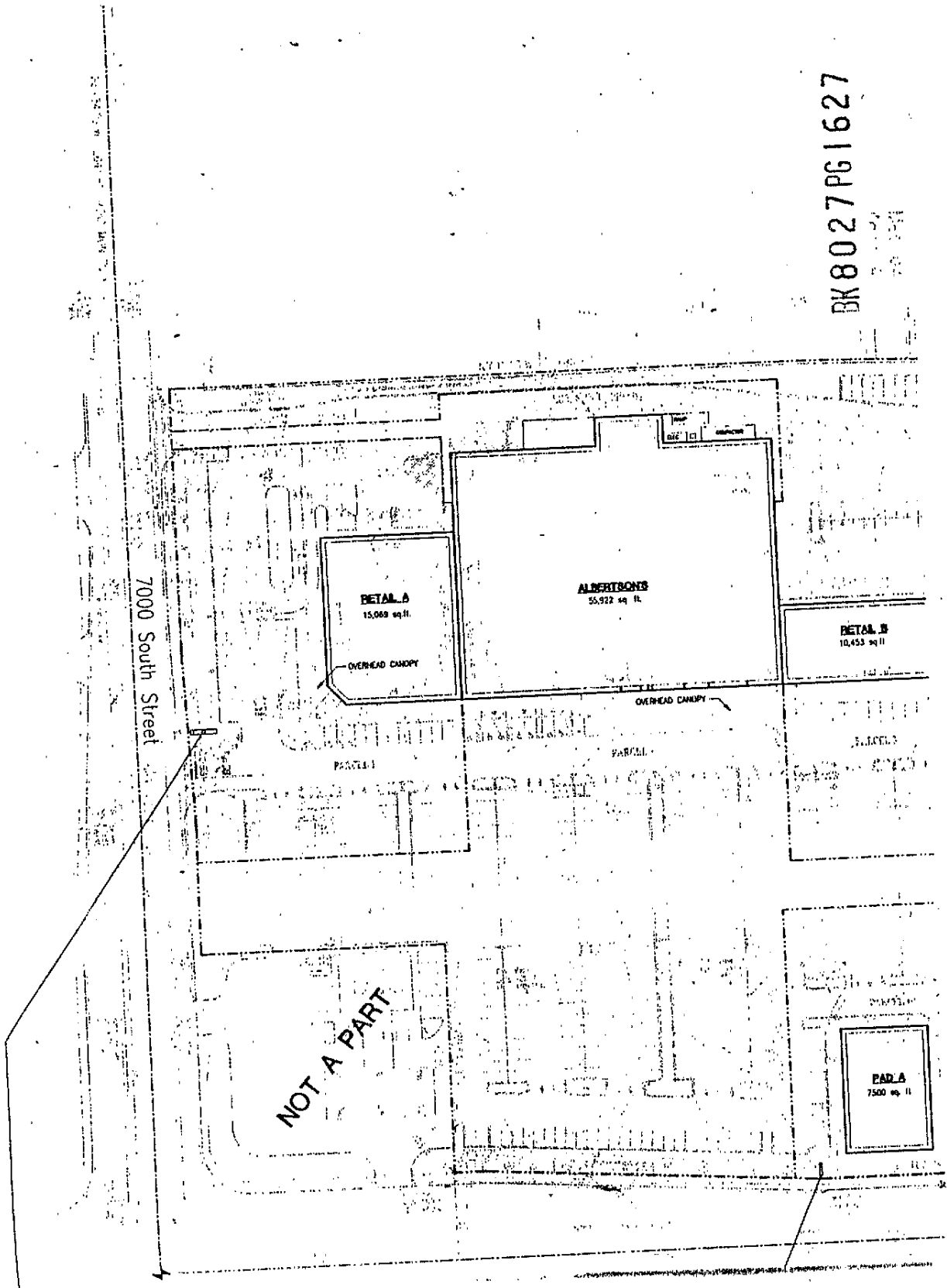
DRAWN R.D.	CHECKED R.A.C.
DATE 4-22-'94	

SHEET TITLE  
EXHIBIT "A"  
SITE PLAN

SHEET  
**1**  
OF 1  
385jor.dgn



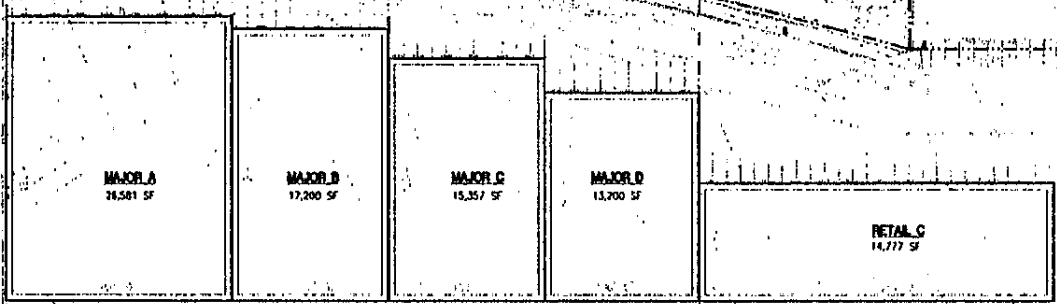
BK 8027 PG 1627



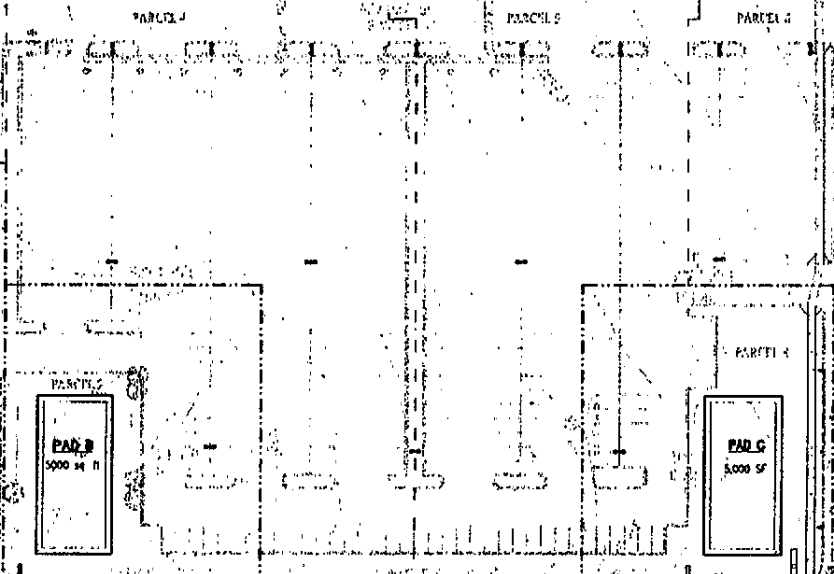
Heatherwood Subdivision Phase II

PHASE 1  
PHASE 2

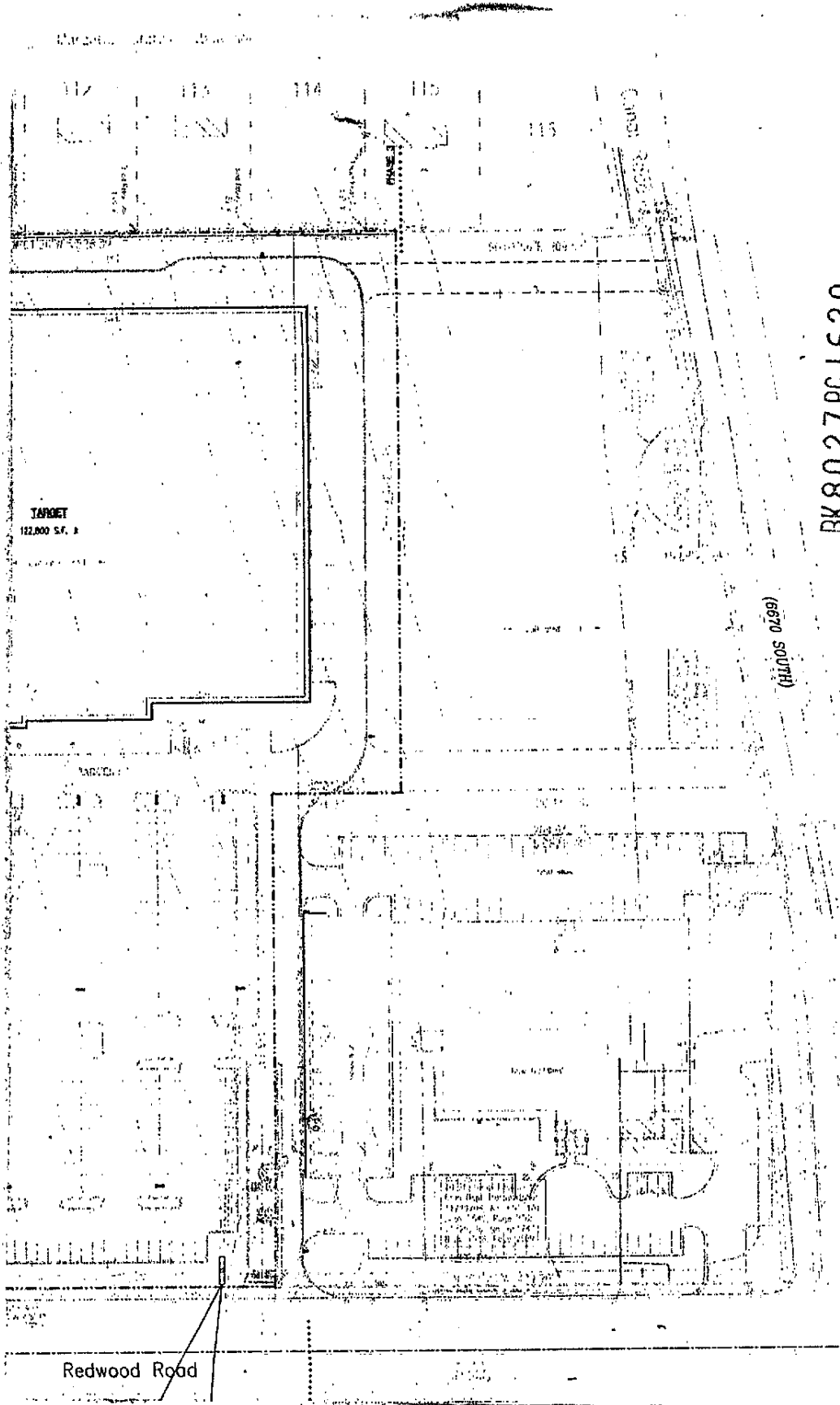
PHASE 1  
PHASE 2



DK 8027 PG 1628



Redwood Road



BK8027PG1629

**OWN CENTER - PHASE 2 & 3 - TARGET SITE DEVELOPMENT  
STREET & REDWOOD ROAD**

**EIDER ARCHITECT**

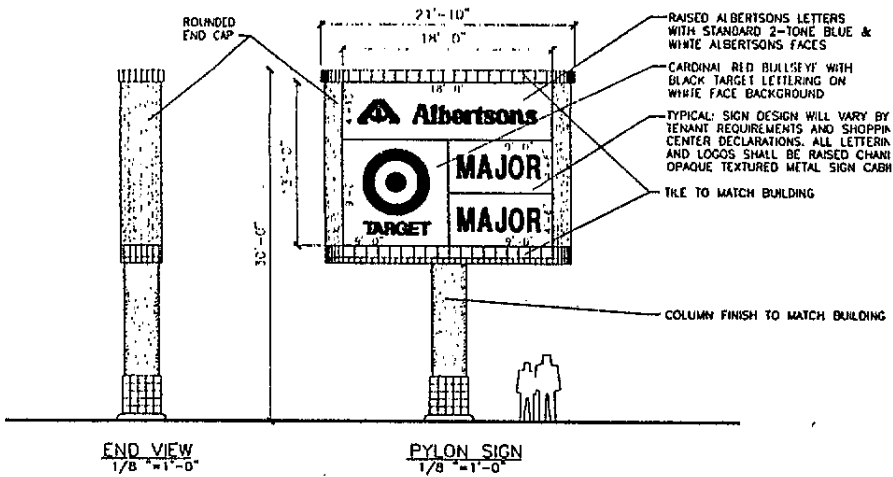
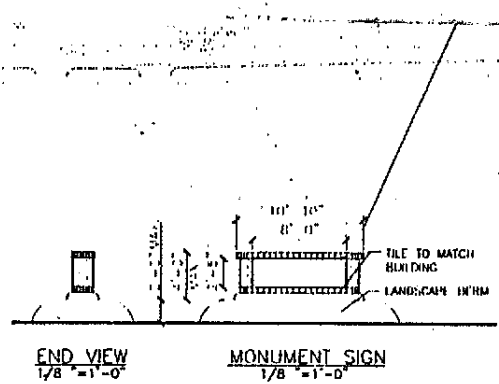
N 6th Street

Phone: (208) 343-4635 Fax: (208) 343-1158

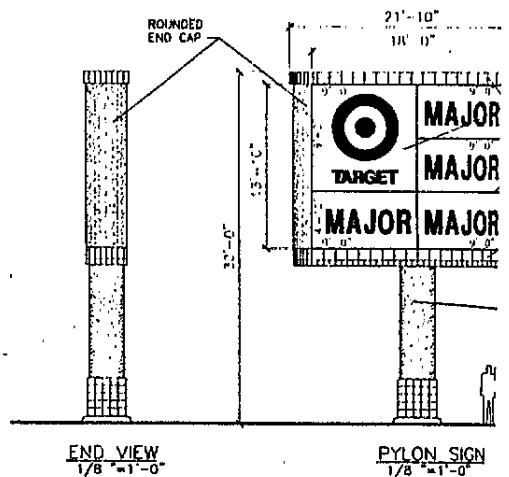
**WEST JORDAN, UTAH**

THESE DRAWINGS AND SPECIFICATIONS AS INSTRUMENTS OF SERVICE ARE AND SHALL REMAIN THE PROPERTY OF THE ARCHITECTS WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THESE DRAWINGS AND SPECIFICATIONS SHALL NOT BE REPRODUCED, COPIED, OR COMPLETED BY ANY OTHER PERSON OR FIRM WITHOUT THE WRITTEN CONSENT OF JEFFREY A. SNEIDER ARCHITECT. Copyright © 1997.

STAMP



PHASE 1 SIGN - 1A



PHASE 1 SIGN - 1B

**SPECIAL NOTE**

PLANNING COMMISSION HAS APPROVED THE SIGN CRITERIA ON MAY 6, 1998 BASED ON THE FOLLOWING CONDITIONS:

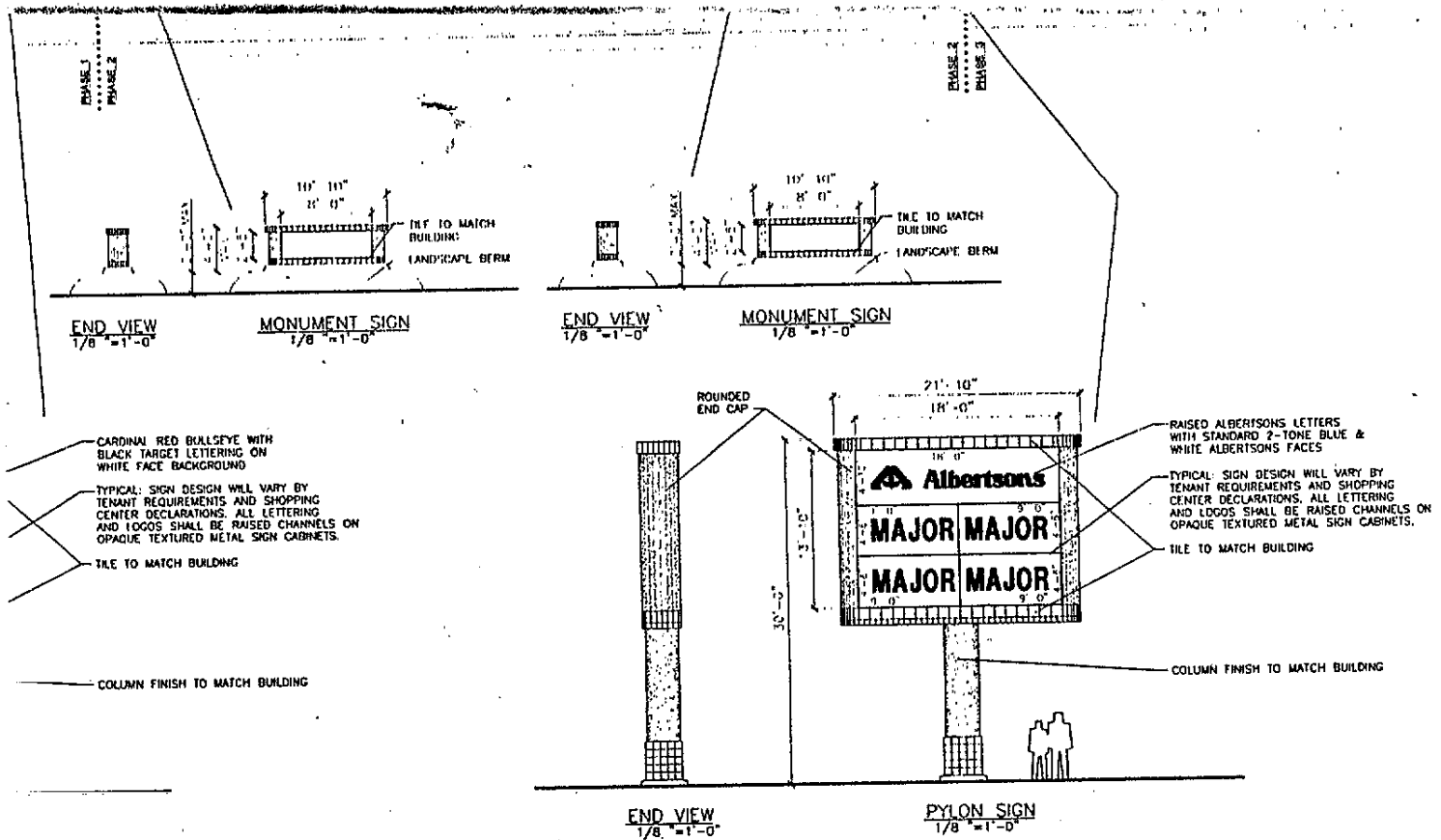
1. THE POLE SIGNS WILL BE RELOCATED TO THE CENTER OF EACH LOT AS REQUIRED BY SECTION 10.30.5(d) OF THE SIGN ORDINANCE.
2. ALL SIGNS SHALL INCORPORATE COMPATIBLE COLORS AND ARCHITECTURE OF THE SHOPPING CENTER.
3. EXPOSED BULBS OR NEON REQUIRE PLANNING COMMISSION APPROVAL.
4. ALL SIGNS SHALL MEET THE REQUIREMENTS OF THE SIGN ORDINANCE.

THE ARCHITECT HAS BEEN INSTRUCTED TO TRY AND OBTAIN A VARIANCE FROM THE CONDITIONS OF APPROVAL FOR:

1. THE PYLON SIGN LOCATION FOR EACH LOT.
2. ALLOWING A CHANGE IN THE SIGN CODE TO ALLOW A 250 SF AREA SIGN FACE IN THE PHASE 3 PORTION OF THE SITE.

LAYOUT OF THE SIGN LOCATIONS ARE DEPENDENT UPON FINAL PLANNING COMMISSION APPROVAL.

BK8027PG1630

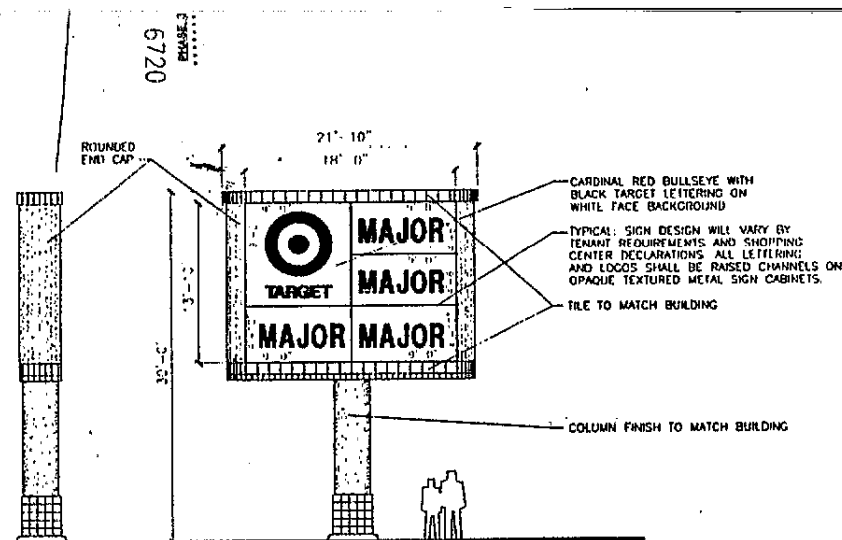


BK8027PG1631

**SIGN ZONE A**  
 ONE POLE PER LOT FRONTAGE OF 300 FEET OR LESS  
 ONE ADDITIONAL POLE OR MONUMENT SIGN FOR LOT FRONTAGE LONGER THAN 300 FEET  
 250 SQ. FT. MAX. SIGN FACE AREA (EACH SIGN)  
 30'-0" MAX. HEIGHT

NOTE: THE POLE SIGNS WILL BE DESIGNED IN ACCORDANCE WITH SIGN ORDINANCE REQUIREMENTS AND WILL MATCH THE ARCHITECTURE OF THE BUILDING WITH A MINIMUM 4" MASONRY WAINSCOT ON EACH SIGN COLUMN. ALL BUILDING SIGNS IN THE SHOPPING CENTER WILL BE PLEX-FACED, INDIVIDUAL PAN CHANNEL LETTERS. LOW PROFILE MONUMENT SIGNS ON PAD SITES WILL MATCH THE ARCHITECTURAL THEME AND MASONRY OF THE CENTER.

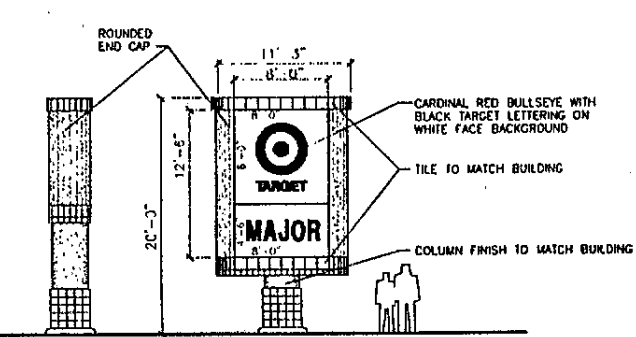
Exhibit "1"



END VIEW  
1/8" = 1'-0"

PYLON SIGN  
1/8" = 1'-0"

**PHASE 3 SIGN - OPTION A**



END VIEW  
1/8" = 1'-0"

PYLON SIGN  
1/8" = 1'-0"

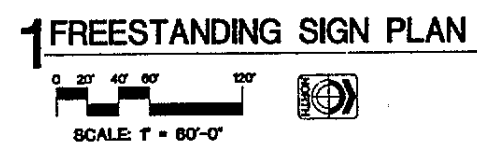
**PHASE 3 SIGN - OPTION B**

SIGN ZONE B

ONE POLE PER LOT FRONTAGE OF 300 FEET OR LESS  
 ONE ADDITIONAL POLE OR MONUMENT SIGN FOR LOT FRONTAGE LONGER THAN 300 FEET  
 100 SQ. FT. MAX. SIGN FACE AREA (EACH SIGN)  
 20'-0" MAX. HEIGHT

BK8027PG1632

5": Sign Criteria



**WEST JORDAN**  
 N.W.C. 7000 S.

**JEFFREY A. SHI**  
 Central Station - 200  
 Boise, Idaho 83702

**CANTLON PROPERTIES, INC.**

REVIEW DATE(S)	
TO OWNER	TO AGENCY
05/15/98	5/29/98

REVISIONS

PROJECT 98003	DATE 5/29/98
DRAWN KDH	CHECKED

SHEET TITLE  
**FREESTANDING SIGN PLAN**

SHEET  
**S1.0**

PHASE 3

SCHEDULE I

WEST JORDAN TOWN CENTER

SHOPPING CENTER DESCRIPTION

LOTS 1 through 7 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Shopping Center Boundary:

BEGINNING on the new West line of Redwood Road at a point that is  $S0^{\circ}01'25''E$  along the quarter-section line (basis of bearing) 247.50 feet and  $N89^{\circ}54'29''W$  71.50 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  $N89^{\circ}54'29''W$  192.50 feet; thence  $S0^{\circ}01'25''E$  202.40 feet to a point on the new North line of 7000 South Street; thence along said North line of street  $N89^{\circ}54'29''W$  107.48 feet,  $S87^{\circ}58'15''W$  137.79 feet and  $N89^{\circ}54'29''W$  222.00 feet to a point on the Southerly extension of the East line of Heatherwood Subdivision Phase II, according to the official plat thereof; thence along said extension and said East line of subdivision  $N0^{\circ}01'13''W$  (subdivision plat = North) 486.50 feet; thence Northeasterly 751.27 feet along said subdivision line and the arc of a 2915.00 foot radius curve to the right through a central angle of  $14^{\circ}46'00''$  (chord bears  $N7^{\circ}21'47''E$  749.20 feet); thence along said subdivision line  $N14^{\circ}44'47''E$  (subdivision plat =  $N14^{\circ}46'E$ ) 52.70 feet to the Northeast corner of said subdivision; thence along the North line of said subdivision  $S89^{\circ}52'47''W$  (subdivision plat =  $N89^{\circ}54'W$ ) 92.26 feet; thence  $N0^{\circ}01'56''W$  110.00 feet; thence  $S89^{\circ}52'47''W$  165.00 feet; thence  $N0^{\circ}01'56''W$  526.39 feet to the South line of the IHC property; thence along said property line  $N89^{\circ}58'35''E$  440.19 feet,  $S0^{\circ}01'25''E$  101.33 feet and  $N89^{\circ}58'35''E$  385.56 feet to said West line of Redwood Road at a point that is  $N0^{\circ}01'25''W$  along the quarter-section line 1856.54 feet  $S89^{\circ}58'35''W$  53.00 feet from said South Quarter corner of Section 22; thence along said West line of street  $S0^{\circ}01'25''E$  1307.26 feet,  $S3^{\circ}47'26''W$  278.12 feet and  $S0^{\circ}01'25''E$  24.14 feet to the point of beginning. Contains 28.9279 acres.

OK  
PL  
6/24/98

BK8027PG1633

SCHEDULE I.

WEST JORDAN TOWN CENTER

PARCEL 1

LOT 1 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Parcel 1:

BEGINNING on the new North line of 7000 South Street at a point that is  $N89^{\circ}54'29''W$  along the section line 731.18 feet and  $N0^{\circ}01'13''W$  40.00 feet and  $S89^{\circ}54'29''E$  along said North line of street 50.19 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian, from which Quarter corner the County monument at the center of said Section 22 bears  $N0^{\circ}01'25''W$  (basis of bearing); thence along said North line of street  $S89^{\circ}54'29''E$  171.81 feet and  $N87^{\circ}58'15''E$  137.79 feet and  $S89^{\circ}54'29''E$  31.65 feet; thence  $N0^{\circ}01'25''W$  225.49 feet; thence  $S89^{\circ}58'35''W$  285.67 feet; thence  $S0^{\circ}01'25''E$  6.87 feet; thence  $S89^{\circ}58'35''W$  55.49 feet; thence  $S0^{\circ}01'25''E$  223.03 feet to the point of beginning. Contains 1.7827 acres.

OK  
RC  
6/24/98

BK8027PG1634



SCHEDULE I

WEST JORDAN TOWN CENTER

PARCEL 2

LOT 2 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Parcel 2:

BEGINNING on the new West line of Redwood Road at a point that is  $N0^{\circ}01'25''W$  along the quarter-section line 247.50 feet and  $N89^{\circ}54'29''W$  71.50 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  $N89^{\circ}54'29''W$  192.50 feet; thence  $S0^{\circ}01'25''E$  202.40 feet to a point on the new North line of 7000 South Street; thence along said North line of street  $N89^{\circ}54'29''W$  75.83 feet; thence  $N0^{\circ}01'25''W$  225.49 feet; thence  $S89^{\circ}58'35''W$  285.67 feet; thence  $S0^{\circ}01'25''E$  6.87 feet; thence  $S89^{\circ}58'35''W$  55.49 feet; thence  $S0^{\circ}01'25''E$  223.03 feet to a point on said North line of 7000 South Street; thence along said North line of street  $N89^{\circ}54'29''W$  15.00 feet; thence  $N0^{\circ}01'25''W$  223.00 feet; thence  $S89^{\circ}58'35''W$  20.50 feet; thence  $N0^{\circ}01'25''W$  280.67 feet; thence  $N89^{\circ}58'35''E$  102.32 feet; thence  $S0^{\circ}01'25''E$  6.87 feet; thence  $N89^{\circ}58'35''E$  294.34 feet; thence  $N0^{\circ}01'25''W$  200.32 feet; thence  $N89^{\circ}58'35''E$  266.83 feet to a point on said West line of Redwood Road; thence along said West line of street  $S0^{\circ}01'25''E$  20.00 feet; thence  $S89^{\circ}58'35''W$  226.83 feet; thence  $S0^{\circ}01'25''E$  188.93 feet; thence  $N89^{\circ}58'35''E$  225.52 feet to a point on said West line of Redwood Road; thence along said West line of street  $S3^{\circ}47'26''W$  258.38 feet and  $S0^{\circ}01'25''E$  24.14 feet to the point of beginning. Contains 4.8537 acres.

ok  
KC  
6/24/98

RK8027PG1635

SCHEDULE I

WEST JORDAN TOWN CENTER

PARCEL 3

A portion of LOT 5 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Parcel 3:

BEGINNING at a point that is  $N0^{\circ}01'25''W$  along the quarter-section line 738.52 feet and  $S89^{\circ}58'35''W$  319.83 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  $S0^{\circ}01'25''E$  200.32 feet; thence  $S89^{\circ}58'35''W$  294.34 feet; thence  $N0^{\circ}01'25''W$  6.87 feet; thence  $S89^{\circ}58'35''W$  102.32 feet; thence  $S0^{\circ}01'25''E$  280.67 feet; thence  $N89^{\circ}58'35''E$  20.50 feet; thence  $S0^{\circ}01'25''E$  223.00 feet to a point on the North line of 7000 South Street; thence along said North line of street  $N89^{\circ}54'29''W$  35.19 feet to a point of the Southerly extension of the East line of Heatherwood Subdivision Phase II, according to the official plat thereof; thence along said extension and said East line of subdivision  $N0^{\circ}01'13''W$  486.50 feet; thence Northeasterly 210.73 feet along said subdivision line and the arc of a 2915.00 foot radius curve to the right through a central angle of  $4^{\circ}08'31''$  (chord bears  $N2^{\circ}03'03''E$  210.68 feet); thence  $N89^{\circ}58'35''E$  403.69 feet to the point of beginning. Contains 93,017 square feet or 2.1354 acres.

OK  
RC  
6/24/92

BK8027PG1636

SCHEDULE I

WEST JORDAN TOWN CENTER

PARCEL 4

A portion of LOT 5 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Parcel 4:

BEGINNING at a point that is  $N0^{\circ}01'25''W$  along the quarter-section line 738.52 feet and  $S89^{\circ}58'35''W$  243.06 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  $S89^{\circ}58'35''W$  480.46 feet to a point on the East line of Heatherwood Subdivision Phase II, according to the official plat thereof; thence Northeasterly 249.61 feet along said subdivision line and the arc of a 2915.00 foot radius curve to the right through a central angle of  $4^{\circ}54'22''$  (chord bears  $N6^{\circ}34'29''E$  249.53 feet); thence  $N89^{\circ}58'35''E$  281.84 feet; thence  $N0^{\circ}01'25''W$  17.93 feet; thence  $N89^{\circ}58'35''E$  360.01 feet to a point on the West line of Redwood Road; thence along said West line of street  $S0^{\circ}01'25''E$  99.38 feet; thence  $S89^{\circ}58'35''W$  190.06 feet; thence  $S0^{\circ}01'25''E$  166.43 feet to the point of beginning. Contains 137,924 square feet or 3.1665 acres.

OK  
RC  
6/24/98

BK8027PG1637

SCHEDULE I

WEST JORDAN TOWN CENTER

PARCEL 5

A portion of LOT 5 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Parcel 5:

BEGINNING on the West line of Redwood Road at a point that is  $N0^{\circ}01'25''W$  along the quarter-section line 1111.68 feet 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  $S89^{\circ}58'35''W$  190.06 feet; thence  $N0^{\circ}01'25''W$  68.14 feet; thence  $S89^{\circ}58'35''W$  169.95 feet; thence  $N0^{\circ}01'25''W$  7.07 feet; thence  $S89^{\circ}58'35''W$  242.65 feet to a point on the East line of Heatherwood Subdivision Phase II. according to the official plat thereof; thence Southwesterly 204.33 feet along said subdivision line and the arc of a 2915.00 foot radius curve to the right through a central angle of  $4^{\circ}00'58''$  (chord bears  $N11^{\circ}02'10''E$  204.29 feet); thence  $N89^{\circ}58'35''E$  281.84 feet; thence  $N0^{\circ}01'25''W$  17.93 feet; thence  $N89^{\circ}58'35''E$  360.01 feet to a point on said West line of Redwood Road; thence along said West line of street  $N0^{\circ}01'25''W$  107.35 feet to the point of beginning. Contains 103,051 square feet or 2.3657 acres.

OK  
RC  
6/24/98

BK 8027 PG 1638

SCHEDULE I

WEST JORDAN TOWN CENTER

PARCEL 6

A portion of LOT 5 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Parcel 6:

BEGINNING on the West line of Redwood Road at a point that is  $N0^{\circ}01'25''W$  along the quarter-section line 1321.91 feet 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 along said West line of street  $S0^{\circ}01'25''E$  48.77 feet; thence  $S89^{\circ}58'35''W$  190.06 feet; thence  $S0^{\circ}01'25''E$  93.32 feet; thence  $S89^{\circ}58'35''W$  169.95 feet; thence  $N0^{\circ}01'25''W$  7.07 feet; thence  $S89^{\circ}58'35''W$  242.65 feet to a point on the East line of Heatherwood Subdivision Phase II, according to the official plat thereof; thence Northeasterly 86.61 feet along said subdivision line and the arc of a 2915.00 foot radius curve to the right through a central angle of  $1^{\circ}42'08''$  (chord bears  $N13^{\circ}53'43''E$  86.60 feet); thence along said subdivision line  $N14^{\circ}44'47''E$  52.70 feet to the Northeast corner of said subdivision; thence  $N0^{\circ}01'25''W$  110.00 feet; thence  $N89^{\circ}58'35''E$  184.00 feet; thence  $S17^{\circ}22'40''E$  83.82 feet; thence  $S0^{\circ}01'25''E$  30.00 feet; thence  $N89^{\circ}58'35''E$  359.40 feet to the point of beginning. Contains 85,909 square feet or 1.9722 acre.

OK  
RC  
6/24/98

BK8027Pg1639

SCHEDULE I

WEST JORDAN TOWN CENTER

PARCEL 7

LOT 7 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Parcel 7:

BEGINNING on the new West line of Redwood Road at a point that is  $N0^{\circ}01'25''W$  along the quarter-section line 1856.54 feet 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 along said West line of street  $S0^{\circ}01'25''E$  534.63 feet; thence  $S89^{\circ}58'35''W$  359.40 feet; thence  $N0^{\circ}01'25''W$  30.00 feet; thence  $N17^{\circ}22'40''W$  83.82 feet; thence  $S89^{\circ}58'35''W$  184.00 feet; thence  $S0^{\circ}01'25''E$  110.00 feet to the Northeast corner of Heatherwood Subdivision Phase II, according to the official plat thereof; thence along the North line of said subdivision  $S89^{\circ}52'47''W$  92.26 feet; thence  $N0^{\circ}01'56''W$  110.00 feet; thence  $S89^{\circ}52'47''W$  165.00 feet; thence  $N0^{\circ}01'56''W$  526.39 feet; thence  $N89^{\circ}58'35''E$  440.19 feet; thence  $S0^{\circ}01'25''E$  101.33 feet; thence  $N89^{\circ}58'35''E$  385.56 feet to the point of beginning. Contains 10.2378 acres or 445,957 sq. ft. (gross & net).

ok  
RC  
6/24/98

BK8027PG1640

SCHEDULE I

WEST JORDAN TOWN CENTER

PARCEL 8

LOT 6 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Parcel 8:

BEGINNING on the new West line of Redwood Road at a point that is  $N0^{\circ}01'25''W$  along the quarter-section line 1111.68 feet 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 along said West line of street  $N0^{\circ}01'25''W$  161.46 feet; thence  $S89^{\circ}58'35''W$  190.06 feet; thence  $S0^{\circ}01'25''E$  161.46 feet; thence  $N89^{\circ}58'35''E$  190.06 feet to the point of beginning. Contains 0.7045 acre.

ok  
RC  
6/24/98

BK8027PG1641

SCHEDULE I

WEST JORDAN TOWN CENTER

PARCEL 9

LOT 4 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Parcel 9:

BEGINNING on the new West line of Redwood Road at a point that is  $N0^{\circ}01'25''W$  along the quarter-section line 738.52 feet 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  $S89^{\circ}58'35''W$  190.06 feet; thence  $N0^{\circ}01'25''W$  166.43 feet; thence  $N89^{\circ}58'35''E$  190.06 feet to a point on said West line of Redwood Road; thence along said West line of street  $S0^{\circ}01'25''E$  166.43 feet to the point of beginning. Contains 0.7262 acre.

ok  
RC  
6/24/98

BK8027PG1642



SCHEDULE I

WEST JORDAN TOWN CENTER

PARCEL 10

LOT 3 OF the OFFICIAL PLAT of WEST JORDAN TOWN CENTER

also described as follows:

Parcel 10:

BEGINNING on the new West line of Redwood Road at a point that is  $N0^{\circ}01'25''W$  along the quarter-section line 718.52 feet 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  $S89^{\circ}58'35''W$  226.83 feet; thence  $S0^{\circ}01'25''E$  188.93 feet; thence  $N89^{\circ}58'35''E$  225.52 feet to a point on said West line of Redwood Road; thence along said West line of street  $N3^{\circ}47'26''E$  19.73 feet and  $N0^{\circ}01'25''W$  169.24 feet to the point of beginning. Contains 0.9835 acre.

ok  
PC  
6/24/98

SCHEDULE II  
PERMANENT ~~BRIDGE~~ <sup>ACCESS</sup> DRIVE

A twenty-five (25) foot wide strip of land  
centered on the following described line:

Centerline of Permanent <sup>Access</sup> Drive

Beginning on the North line of 7000 South Street at a point that is N89°54'29"W along the section line 695.99 feet and N0°01'25"W 40.00 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian, from which monument the County monument at the Center Quarter corner of said Section 22 bears N0°01'25"W (basis of bearing); thence N0°01'25"W 62.81 feet to Point "A"; thence N89°58'35"E 283.56 feet; thence returning to said Point "A" and running N0°01'25"W 39.39 feet; thence N7°05'00"W 62.02 feet; thence N0°01'25"W 244.18 feet; thence N8°40'00"E 121.70 feet; thence N3°11'00"E 151.05 feet to Point "C"; thence N89°58'35"E 623.78 feet to a point on the West line of Redwood Road; thence returning to said Point "C" and running N3°11'00"E 94.11 feet; thence N13°30'00"W 53.47 feet; thence Northeasterly 405.03 feet along the arc of a 2887.74 foot radius curve to the right through a central angle of 8°02'10" (the chord bears N10°43'42"E 404.70 feet); thence N14°44'47"E 57.61 feet; thence N0°01'25"W 138.49 feet to Point "G"; thence N89°58'35"E 148.18 feet; thence returning to said Point "G" and running S89°58'35"W 239.57 feet; thence N0°01'25"W 461.84 feet; thence N89°58'35"E 319.66 feet; thence Southeasterly 92.17 feet along the arc of a 58.68 foot radius curve to the right through a central angle of 90°00'00" (the chord bears S45°01'25"E 82.99 feet) to Point "I"; thence N89°58'35"E 402.01 feet to a point on the West line of Redwood Road; thence returning to said Point "I" and running S0°01'25"E 373.08 feet; thence S17°23'00"E 142.72 feet; thence S0°01'25"E 61.14 feet to Point "E"; thence N89°58'35"E 359.43 feet to a point on the West line of Redwood Road; thence returning to said point "E" and running S0°01'25"E 1246.51 feet to a point on said North line of 7000 South Street.

OK  
RC  
6/24/98

BK 8027 PG 1644

SCHEDULE II  
ACCESS  
PERMANENT ~~ACCESS~~ DRIVE

A twenty-five (25) foot wide strip of land  
centered on the following described line:

Centerline of Permanent <sup>Access</sup> Drive

Beginning on the North line of 7000 South Street at a point that is N89°54'29"W along the section line 695.99 feet and N0°01'25"W 40.00 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian, from which monument the County monument at the Center Quarter corner of said Section 22 bears N0°01'25"W (basis of bearing); thence N0°01'25"W 62.81 feet to Point "A"; thence N89°58'35"E 283.56 feet; thence returning to said Point "A" and running N0°01'25"W 39.39 feet; thence N7°05'00"W 62.02 feet; thence N0°01'25"W 244.18 feet; thence N8°40'00"E 121.70 feet; thence N3°11'00"E 151.05 feet to Point "C"; thence N89°58'35"E 623.78 feet to a point on the West line of Redwood Road; thence returning to said Point "C" and running N3°11'00"E 94.11 feet; thence N13°30'00"W 53.47 feet; thence Northeasterly 405.03 feet along the arc of a 2887.74 foot radius curve to the right through a central angle of 8°02'10" (the chord bears N10°43'42"E 404.70 feet); thence N14°44'47"E 57.61 feet; thence N0°01'25"W 138.49 feet to Point "G"; thence N89°58'35"E 148.18 feet; thence returning to said Point "G" and running S89°58'35"W 239.57 feet; thence N0°01'25"W 461.84 feet; thence N89°58'35"E 319.66 feet; thence Southeasterly 92.17 feet along the arc of a 58.68 foot radius curve to the right through a central angle of 90°00'00" (the chord bears S45°01'25"E 82.99 feet) to Point "I"; thence N89°58'35"E 402.01 feet to a point on the West line of Redwood Road; thence returning to said Point "I" and running S0°01'25"E 373.08 feet; thence S17°23'00"E 142.72 feet; thence S0°01'25"E 61.14 feet to Point "E"; thence N89°58'35"E 359.43 feet to a point on the West line of Redwood Road; thence returning to said point "E" and running S0°01'25"E 1246.51 feet to a point on said North line of 7000 South Street.

OK PC  
6/24/98

BK8027PG1645

SCHEDULE II  
*ACCESS*  
PERMANENT ~~SERVICE~~ DRIVE

A twenty-five (25) foot wide strip of land  
centered on the following described line:

Centerline of Permanent *Access* Drive

Beginning on the North line of 7000 South Street at a point that is N89°54'29"W along the section line 695.99 feet and N0°01'25"W 40.00 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian, from which monument the County monument at the Center Quarter corner of said Section 22 bears N0°01'25"W (basis of bearing); thence N0°01'25"W 62.81 feet to Point "A"; thence N89°58'35"E 283.56 feet; thence returning to said Point "A" and running N0°01'25"W 39.39 feet; thence N7°05'00"W 62.02 feet; thence N0°01'25"W 244.18 feet; thence N8°40'00"E 121.70 feet; thence N3°11'00"E 151.05 feet to Point "C"; thence N89°58'35"E 623.78 feet to a point on the West line of Redwood Road; thence returning to said Point "C" and running N3°11'00"E 94.11 feet; thence N13°30'00"W 53.47 feet; thence Northeasterly 405.03 feet along the arc of a 2387.74 foot radius curve to the right through a central angle of 8°02'10" (the chord bears N10°43'42"E 404.70 feet); thence N14°44'47"E 57.61 feet; thence N0°01'25"W 138.49 feet to Point "G"; thence N89°58'35"E 148.18 feet; thence returning to said Point "G" and running S89°58'35"W 239.57 feet; thence N0°01'25"W 461.84 feet; thence N89°58'35"E 319.66 feet; thence Southeasterly 92.17 feet along the arc of a 58.68 foot radius curve to the right through a central angle of 90°00'00" (the chord bears S45°01'25"E 82.99 feet) to Point "I"; thence N89°58'35"E 402.01 feet to a point on the West line of Redwood Road; thence returning to said Point "I" and running S0°01'25"E 373.08 feet; thence S17°23'00"E 142.72 feet; thence S0°01'25"E 61.14 feet to Point "E"; thence N89°58'35"E 359.43 feet to a point on the West line of Redwood Road; thence returning to said point "E" and running S0°01'25"E 1246.51 feet to a point on said North line of 7000 South Street.

OK PC  
6/24/95

BK8027PG1646

SCHEDULE II  
PERMANENT ~~SERVICE~~<sup>ACCESS</sup> DRIVE

A twenty-five (25) foot wide strip of land  
centered on the following described line:

Centerline of Permanent <sup>Access</sup> ~~Service~~ Drive

Beginning on the North line of 7000 South Street at a point that is N89°54'29"W along the section line 695.99 feet and N0°01'25"W 40.00 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian, from which monument the County monument at the Center Quarter corner of said Section 22 bears N0°01'25"W (basis of bearing); thence N0°01'25"W 62.81 feet to Point "A"; thence N89°58'35"E 283.56 feet; thence returning to said Point "A" and running N0°01'25"W 39.39 feet; thence N7°05'00"W 62.02 feet; thence N0°01'25"W 244.18 feet; thence N8°40'00"E 121.70 feet; thence N3°11'00"E 151.05 feet to Point "C"; thence N89°58'35"E 623.78 feet to a point on the West line of Redwood Road; thence returning to said Point "C" and running N3°11'00"E 94.11 feet; thence N13°30'00"W 53.47 feet; thence Northeasterly 405.03 feet along the arc of a 2887.74 foot radius curve to the right through a central angle of 8°02'10" (the chord bears N10°43'42"E 404.70 feet); thence N14°44'47"E 57.61 feet; thence N0°01'25"W 138.49 feet to Point "G"; thence N89°58'35"E 148.18 feet; thence returning to said Point "G" and running S89°58'35"W 239.57 feet; thence N0°01'25"W 461.84 feet; thence N89°58'35"E 319.66 feet; thence Southeasterly 92.17 feet along the arc of a 58.68 foot radius curve to the right through a central angle of 90°00'00" (the chord bears S45°01'25"E 82.99 feet) to Point "I"; thence N89°58'35"E 402.01 feet to a point on the West line of Redwood Road; thence returning to said Point "I" and running S0°01'25"E 373.08 feet; thence S17°23'00"E 142.72 feet; thence S0°01'25"E 61.14 feet to Point "E"; thence N89°58'35"E 359.43 feet to a point on the West line of Redwood Road; thence returning to said point "E" and running S0°01'25"E 1246.51 feet to a point on said North line of 7000 South Street.

OK PL  
6/24/98

8K8027PG1647

SCHEDULE II  
~~PERMANENT SERVICE~~ <sup>ACCESS</sup> DRIVE

A twenty-five (25) foot wide strip of land  
centered on the following described line:

Centerline of Permanent <sup>Access</sup> ~~Service~~ Drive

Beginning on the North line of 7000 South Street at a point that is N89°54'29"W along the section line 695.99 feet and N0°01'25"W 40.00 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian, from which monument the County monument at the Center Quarter corner of said Section 22 bears N0°01'25"W (basis of bearing); thence N0°01'25"W 62.81 feet to Point "A"; thence N89°58'35"E 283.56 feet; thence returning to said Point "A" and running N0°01'25"W 39.39 feet; thence N7°05'00"W 62.02 feet; thence N0°01'25"W 244.18 feet; thence N8°40'00"E 121.70 feet; thence N3°11'00"E 151.05 feet to Point "C"; thence N89°58'35"E 623.78 feet to a point on the West line of Redwood Road; thence returning to said Point "C" and running N3°11'00"E 94.11 feet; thence N13°30'00"W 53.47 feet; thence Northeasterly 405.03 feet along the arc of a 2887.74 foot radius curve to the right through a central angle of 8°02'10" (the chord bears N10°43'42"E 404.70 feet); thence N14°44'47"E 57.61 feet; thence N0°01'25"W 138.49 feet to Point "G"; thence N89°58'35"E 148.18 feet; thence returning to said Point "G" and running S89°58'35"W 239.57 feet; thence N0°01'25"W 461.84 feet; thence N89°58'35"E 319.66 feet; thence Southeasterly 92.17 feet along the arc of a 58.68 foot radius curve to the right through a central angle of 90°00'00" (the chord bears S45°01'25"E 82.99 feet) to Point "I"; thence N89°58'35"E 402.01 feet to a point on the West line of Redwood Road; thence returning to said Point "I" and running S0°01'25"E 373.08 feet; thence S17°23'00"E 142.72 feet; thence S0°01'25"E 61.14 feet to Point "E"; thence N89°58'35"E 359.43 feet to a point on the West line of Redwood Road; thence returning to said point "E" and running S0°01'25"E 1246.51 feet to a point on said North line of 7000 South Street.

OK PC  
6/24/98

BK 8027 PG 1648

SCHEDULE II  
*ACCESS*  
PERMANENT ~~SECTION~~ DRIVE

A twenty-five (25) foot wide strip of land  
centered on the following described line:

Centerline of Permanent *Access* Drive

Beginning on the North line of 7000 South Street at a point that is N89°54'29"W along the section line 695.99 feet and N0°01'25"W 40.00 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian, from which monument the County monument at the Center Quarter corner of said Section 22 bears N0°01'25"W (basis of bearing); thence N0°01'25"W 62.81 feet to Point "A"; thence N89°58'35"E 283.56 feet; thence returning to said Point "A" and running N0°01'25"W 39.39 feet; thence N7°05'00"W 62.02 feet; thence N0°01'25"W 244.18 feet; thence N8°40'00"E 121.70 feet; thence N3°11'00"E 151.05 feet to Point "C"; thence N89°58'35"E 623.78 feet to a point on the West line of Redwood Road; thence returning to said Point "C" and running N3°11'00"E 94.11 feet; thence N13°30'00"W 53.47 feet; thence Northeasterly 405.03 feet along the arc of a 2887.74 foot radius curve to the right through a central angle of 8°02'10" (the chord bears N10°43'42"E 404.70 feet); thence N14°44'47"E 57.61 feet; thence N0°01'25"W 138.49 feet to Point "G"; thence N89°58'35"E 148.18 feet; thence returning to said Point "G" and running S89°58'35"W 239.57 feet; thence N0°01'25"W 461.84 feet; thence N89°58'35"E 319.66 feet; thence Southeasterly 92.17 feet along the arc of a 58.68 foot radius curve to the right through a central angle of 90°00'00" (the chord bears S45°01'25"E 82.99 feet) to Point "I"; thence N89°58'35"E 402.01 feet to a point on the West line of Redwood Road; thence returning to said Point "I" and running S0°01'25"E 373.08 feet; thence S17°23'00"E 142.72 feet; thence S0°01'25"E 61.14 feet to Point "E"; thence N89°58'35"E 359.43 feet to a point on the West line of Redwood Road; thence returning to said point "E" and running S0°01'25"E 1246.51 feet to a point on said North line of 7000 South Street.

*OK RC*  
*6/24/98*

BK 8027 PG 1649

SCHEDULE II  
PERMANENT ~~ACCESS~~<sup>ACCESS</sup> DRIVE

A twenty-five (25) foot wide strip of land  
centered on the following described line:

Centerline of Permanent ~~Access~~<sup>Access</sup> Drive

Beginning on the North line of 7000 South Street at a point that is N89°54'29"W along the section line 695.99 feet and N0°01'25"W 40.00 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian, from which monument the County monument at the Center Quarter corner of said Section 22 bears N0°01'25"W (basis of bearing); thence N0°01'25"W 62.81 feet to Point "A"; thence N89°58'35"E 283.56 feet; thence returning to said Point "A" and running N0°01'25"W 39.39 feet; thence N7°05'00"W 62.02 feet; thence N0°01'25"W 244.18 feet; thence N8°40'00"E 121.70 feet; thence N3°11'00"E 151.05 feet to Point "C"; thence N89°58'35"E 623.78 feet to a point on the West line of Redwood Road; thence returning to said Point "C" and running N3°11'00"E 94.11 feet; thence N13°30'00"W 53.47 feet; thence Northeasterly 405.03 feet along the arc of a 2887.74 foot radius curve to the right through a central angle of 8°02'10" (the chord bears N10°43'42"E 404.70 feet); thence N14°44'47"E 57.61 feet; thence N0°01'25"W 138.49 feet to Point "G"; thence N89°58'35"E 148.18 feet; thence returning to said Point "G" and running S89°58'35"W 239.57 feet; thence N0°01'25"W 461.84 feet; thence N89°58'35"E 319.66 feet; thence Southeasterly 92.17 feet along the arc of a 58.68 foot radius curve to the right through a central angle of 90°00'00" (the chord bears S45°01'25"E 82.99 feet) to Point "I"; thence N89°58'35"E 402.01 feet to a point on the West line of Redwood Road; thence returning to said Point "I" and running S0°01'25"E 373.08 feet; thence S17°23'00"E 142.72 feet; thence S0°01'25"E 61.14 feet to Point "E"; thence N89°58'35"E 359.43 feet to a point on the West line of Redwood Road; thence returning to said point "E" and running S0°01'25"E 1246.51 feet to a point on said North line of 7000 South Street.

OK PC  
6/24/98

BK 8027 PG 1650



SCHEDULE III

IHC EASEMENT

New Legal Description of IHC Portion of Common Access Area  
West Jordan Town Center

BEGINNING on the West line of Redwood Road at a point that is  $N0^{\circ}01'25''W$  along the quarter-section line 1856.54 feet 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 along said West line of street  $N0^{\circ}01'25''W$  21.71 feet; thence  $S89^{\circ}58'35''W$  352.40 feet; thence Northwesterly 43.58 feet along the arc of a 35.00 foot radius curve to the right through a central angle of  $71^{\circ}20'22''$  (chord bears  $N54^{\circ}21'14''W$  40.82 feet); thence  $S0^{\circ}01'25''E$  45.51 feet; thence  $N89^{\circ}58'35''E$  385.56 feet to the point of beginning. Contains 8,583 square feet or 0.1970 acre.

BK8027PG1651