

69  
WHEN RECORDED RETURN TO  
HAWLEY TROXELL ENNIS & HAWLEY LLP  
877 Main st STE 1000  
po box 1617  
BOISE, ID 83701

#385 NWC 70th South & Redwood  
West Jordan, UT  
10/1/98

7261934

7261934  
02/19/99 4:12 PM 69.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
METRO NATIONAL TITLE  
REC BY: R JORDAN ,DEPUTY - WI

FIRST AMENDMENT  
TO  
MEMORANDUM OF SHOPPING CENTER LEASE

THIS FIRST AMENDMENT TO MEMORANDUM OF SHOPPING CENTER LEASE  
is entered into as of the 10th day of February, 1999, between CPI/West Jordan, LLC,  
an Idaho limited liability company ("Landlord"), and Albertson's, Inc., a Delaware corporation  
("Tenant").

Landlord and Tenant have heretofore entered into a Shopping Center Lease dated as of  
February 29, 1996 (the "Lease"). A Memorandum Of Shopping Center Lease (the  
"Memorandum") was executed as of the 29th day of February, 1996, and recorded March 14,  
1996 as entry No. 6303877, in Book 7351 at page 2172, Official Records of Salt Lake County,  
Utah. Landlord and Tenant have executed a First Amendment to Shopping Center Lease dated  
May 6, 1998, and a Second Amendment to Shopping Center Lease dated January 28, 1999.  
Landlord and Tenant do hereby amend the Memorandum as specifically hereinafter provided.

1. Exhibit "A" attached to and a part of the Memorandum is hereby deleted, and  
Exhibit "A" attached hereto and incorporated herein by this reference is substituted for the prior  
Exhibit "A," and made a party of the Memorandum.

2. Schedule I attached to and a part of the Lease is hereby deleted, and Schedule I  
attached hereto and incorporated herein by this reference is hereby substituted for the prior  
Schedule I, and made a part of the Memorandum.

BK8251 PG0194

3. Schedule II and Schedule III attached and a part of the Lease are hereby deleted, and Schedule III attached hereto and incorporated herein by this reference is substituted for the prior Schedule III and made a part of the Memorandum.

4. The Second Amendment to Shopping Center Lease adds a new Section 1.26 to the Lease, defining the "Declaration," providing as follows:

**1.26 "Declaration":** That certain document entitled "Declaration of Restrictions and Easements" executed by Landlord, Tenant and Dayton Hudson Corporation, a Minnesota corporation ("Target") which encumbers the Shopping Center, dated July 2, 1998, and recorded July 2, 1998, as Entry No. 7016835 in Book 8027 at page 1563, Official Records of Salt Lake County, Utah.

5. The Second Amendment to Shopping Center Lease adds a new Section 1.27 to Lease, defining the "Common Area Maintenance Agreement," providing as follows:

**1.27 "Common Area Maintenance Agreement":** That certain document entitled "Common Area Maintenance Agreement" executed by Landlord, Tenant and Target, which encumbers the Shopping Center, dated July 2, 1998, and recorded July 2, 1998, as Entry No. 7016837 in Book 8027 at page 1657, Official Records of Salt Lake County, Utah.

6. The Second Amendment to Shopping Center Lease adds a new Section 1.28 to the Lease, defining "IHC Easement," providing as follows:

**1.28 "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 Landlord herein and IHC Health Services, Inc., a Utah nonprofit corporation, dated July 2, 1998, and recorded July 2, 1998 as Entry No. 7016838 in Book 8027 at page 1715, Official Records of Salt Lake County, Utah, benefitting the Shopping Center, located as depicted on Exhibit "A," the area of which is legally described in Schedule III attached hereto and made a part hereof.

7. Section 1 of the Memorandum is hereby deleted, and the following new Section 1 is substituted in its place:

1. Landlord and Tenant have heretofore entered into a Shopping Center Lease dated as of February 29, 1996 (the "**Original Lease**"), which Lease has

been amended by Landlord and Tenant by a First Amendment to Shopping Center Lease dated as of May 6, 1998 and by a Second Amendment to Shopping Center Lease dated January 28, 1999 (the Original Lease as amended by the First Amendment to Shopping Center Lease and the Second Amendment to Shopping Center Lease being hereinafter referred to as the "Lease"). Pursuant to the Lease, Landlord has leased and Tenant has hired, and Landlord does hereby lease and Tenant does hereby hire, those certain premises in the City of West Jordan, County of Salt Lake, State of Utah, described in the Lease and more particularly described as Parcel 2 on Schedule I hereto and shown on Exhibit "A" hereto ("Leased Premises"), which premises are a part of the Shopping Center comprised of Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10, described in said Lease and more particularly described in Schedule I attached hereto. The IHC Easement constitutes a part of the Shopping Center. The Shopping Center is divided, for development purposes, into "Phase I" and "Phase II." Phase I is the area of Parcels 1, 2, 3 and 10. Phase II is the area of Parcels 4, 5, 6, 7, 8 and 9.

8. Section 5 of the Memorandum is hereby deleted, and the following new Section 5 is substituted in its place:

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

**9.1** Subject to the provisions of Sections 9.5 and 9.6 hereinbelow, the provisions of Sections 2.1 through and including Section 2.6 of the Declaration shall govern Building and Common Area development in the Shopping Center.

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

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

9. Section 6 of the Memorandum is amended by the addition of the following sentence to subpart 10.2(B) of said Section 6, at the end of said subpart 10.2(B):

No relocation permitted by this Section 10.2(B) shall be commenced during the months of November, December or January, except in the case of an emergency relocation necessitating immediate action.

10. Section 6 of the Memorandum is further amended by the addition of the following sentence to subpart 10.4 of said Section 6, at the end of said subpart 10.4:

The easements granted in this Section 10.4 shall survive this Lease 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.

11. Section 7 of the Memorandum is hereby deleted, and the following new Section 7 is substituted in its place:

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

**11.1** The provisions of Sections 4.1 through and including Section 4.5 of the Declaration shall govern operation of Common Area in the Shopping Center.

12. Section 8 of the Memorandum is hereby deleted, and the following new Section 8 is substituted in its place:

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

**12.1** The Common Area Maintenance Agreement shall govern Common Area Maintenance in the Shopping Center.

13. Section 9 of the Memorandum is hereby deleted, and the following new Section 9 is substituted in its place:

9. **Shopping Center Use Restrictions:** The Lease provides that:

16.1 The provisions of Section 5.1 through and including Section 5.6 of the Declaration shall govern Shopping Center use restrictions in the Shopping Center.

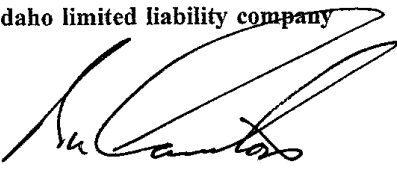
14. Section 11 of the Memorandum is hereby deleted, and the following new Section 11 is substituted in its place:

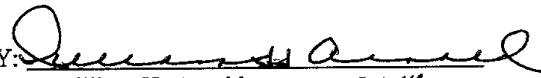
11. **Conflict:** The Lease provides that:

32.1 In the event of any conflict between the terms and provision of the Lease and the terms and provisions of the Declaration or the Common Area Maintenance Agreement, the stricter or more constraining provision shall govern.

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

**TENANT:**  
Albertson's, Inc.  
a Delaware corporation

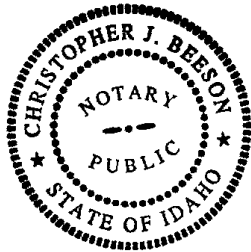
BY:   
Roger D. Cantlon  
Member

BY:   
William H. Arnold *HTEH/ma*  
Vice President, Real Estate Law

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 17th day of December, 1998, before me, Christopher J. Beeson  
the undersigned, a Notary Public in and for said State,  
personally appeared Roger D. Cantlon, known or identified to me to be a member of **CPI/West  
Jordan, LLC**, and the person who subscribed said company's name to the foregoing instrument,  
and acknowledged to me that he executed the same as an authorized member of and in said  
company's name.

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

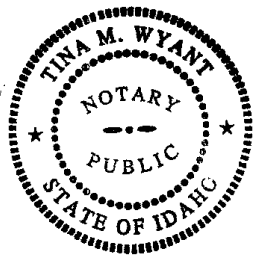


[Signature]  
Notary Public for Idaho  
Residing at Boise, ID  
My commission expires 8/5/2003

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 10th day of February, 1999, before me, TINA M. WYANT  
a Notary Public in and for said State, personally appeared William H.  
Arnold, known to me to be Vice President, Real Estate Law of **Albertson's, Inc.**, the corporation  
that executed the within instrument or the person who executed the instrument on behalf of said  
corporation, and acknowledged to me that such corporation executed the same.

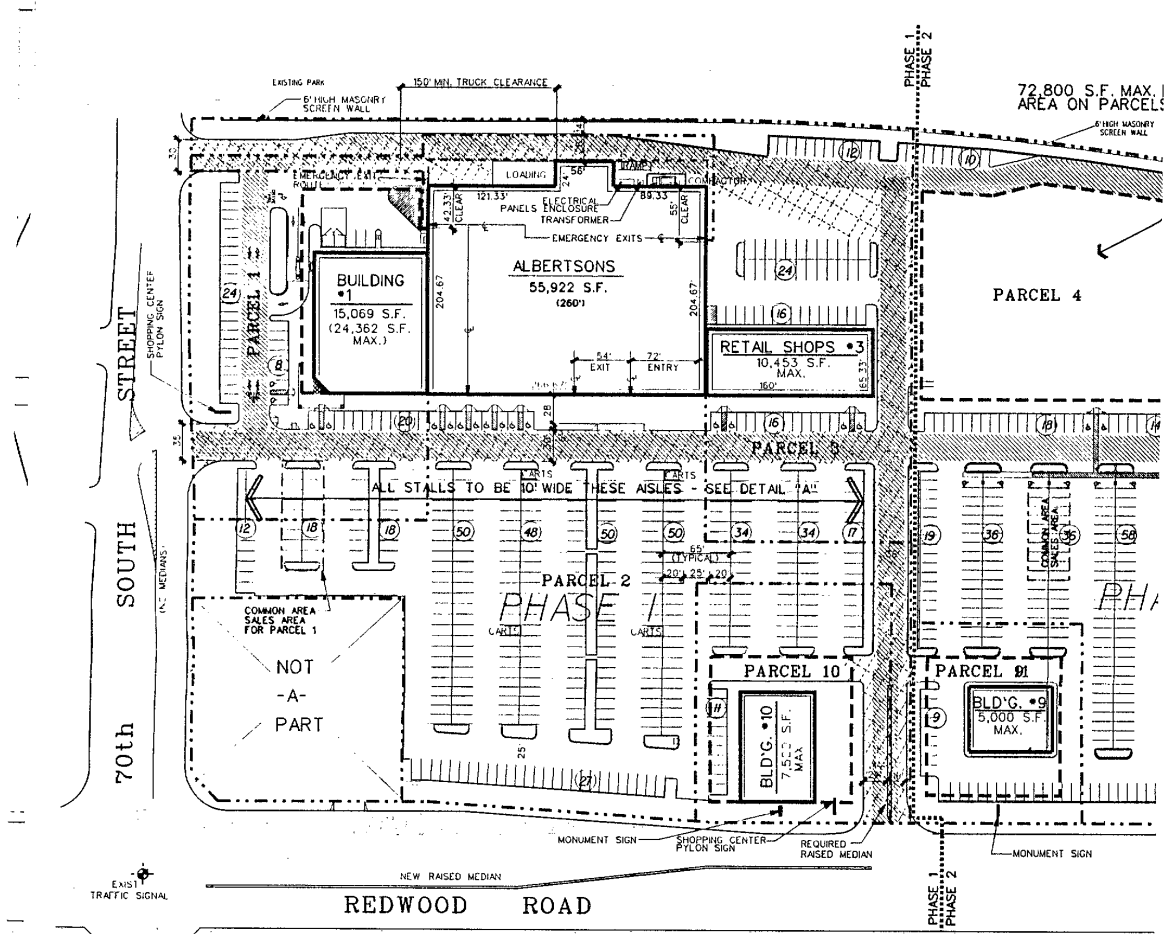
WITNESS MY HAND and official seal hereto affixed the day, month and year in this  
certificate first above written.



Tina M. Wyant  
Notary Public for the State of Idaho  
Residing at Boise, Id  
My Commission Expires 04/02/03

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Exhibit A - Site Plan  
Schedule I - Parcels 1-10  
Schedule III - IHC Easement description



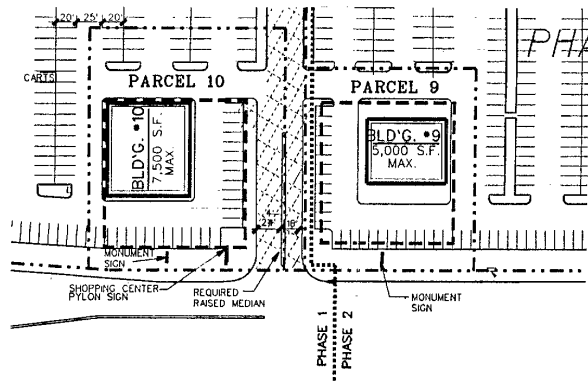
**GENERAL NOTES**

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

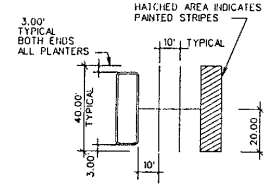
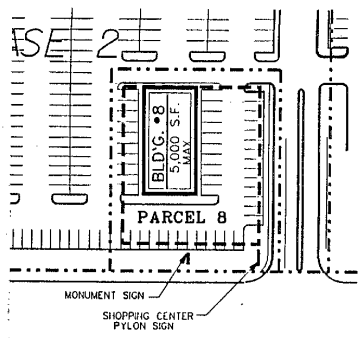
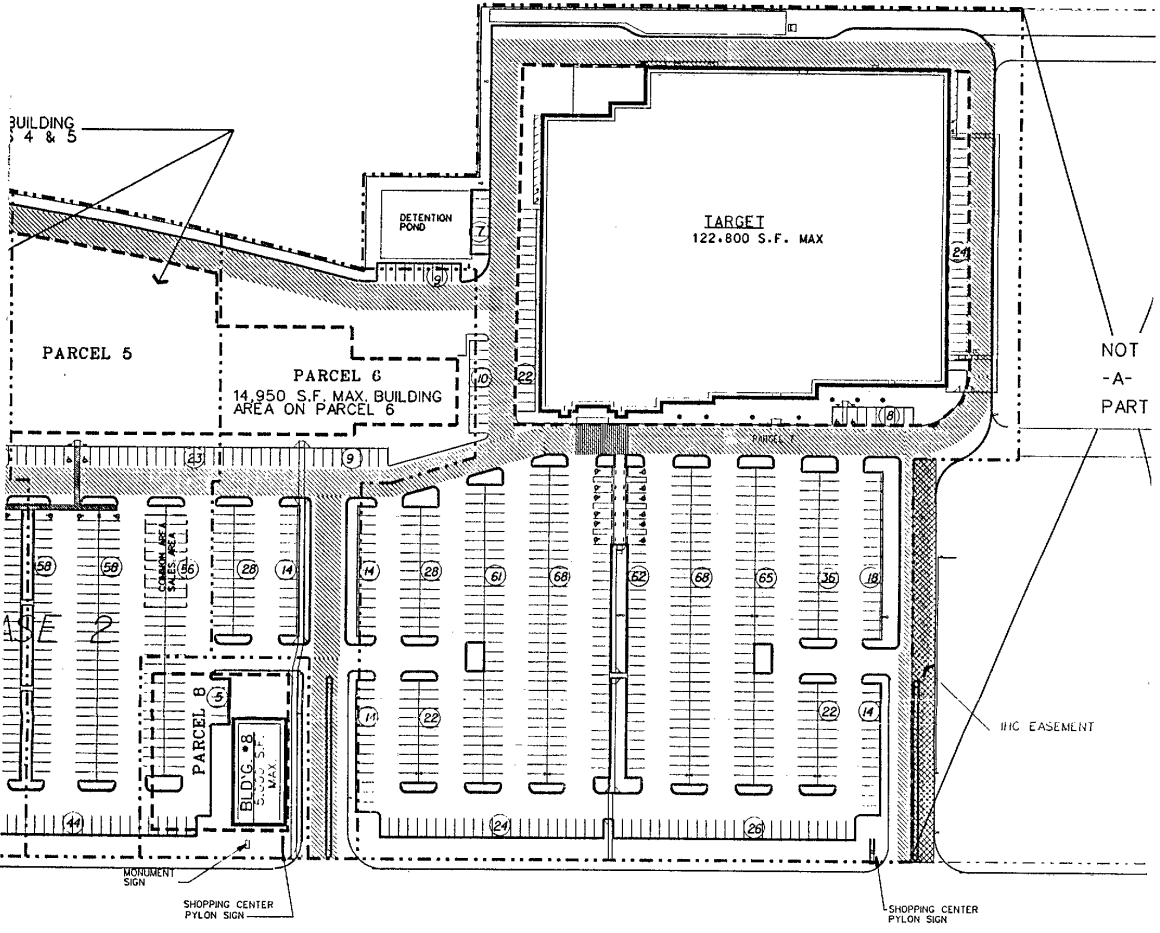
ZONING REQUIREMENTS:  
EXISTING- COMMERCIAL  
REQUIRED- COMMERCIAL



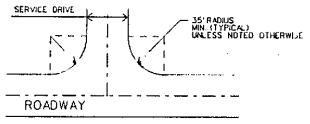
**OPTIONAL PAD LAYOUTS**

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

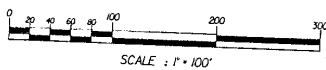
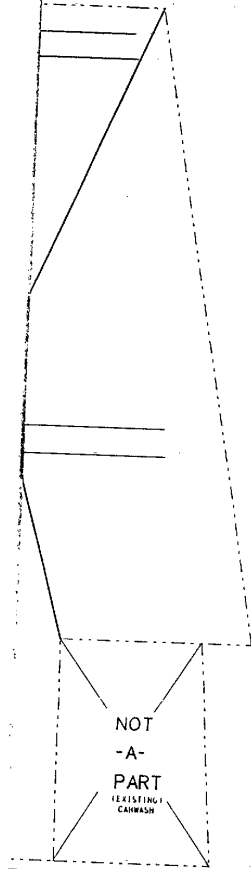


(B) CURB CUT DETAIL  
1"=100'-0"

**LEGEND**

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

DK 8251 P80202



SCALE : 1" = 100'

### EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA	309,494 S.F.
TOTAL CARPARKS REQUIRED	1547
TOTAL CARPARKS PROVIDED	1612 (+65)
TOTAL SITE AREA	1,260,101 S.F. +/- (28.93 AC. +/-)

APPROVED BY:	DATE:
CHAIRMAN	SIGNED 6-17-94
PRESIDENT	SIGNED 6-17-94
EXEC. V.P./SD	SIGNED 6-17-94
SR. V.P./REC.	SIGNED 6-17-94
V.P./DC	

- MR. D.W. 1-1-94 RLU CHANGED TO EXHIBIT "A"
- MR. D.W. 2-27-96 RAC. REDRAWN PER NEW CONCEPT
- MR. D.W. 4-23-97 RD REV. G.B.A. PER G. COULT. PARCELS
- MR. D.W. 10-15-97 CSD REV. PARKING, BUILDING & PARCELS
- MR. 4-14-98 RAC REV. BUILDING ENVEL. AT RETAIL 3 & PARCEL 2 BOUNDARY
- MR. 5-14-98 RAC REV. PHASE 2 & 3 BUILDINGS & ENDRY
- MR. 6-29-98 RW/CSD REV. PHASE 2 AND TARGET PARCEL ADD PERM ACCESS OR REV. PARKING COUNTS
- MR. 10-5-98 RW REV. PARCEL 1, PARKING & G.B.A. ADD COMMON AREA SALES AREA
- MR. 12-18-98 RW REV. BLDG 1, AND G.B.A.

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BK 8251 PG 203



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

STAKE #  
**385**

GRAB R.D. FINISHED H.A.C.  
DATE 4-22-94

SHEET TITLE  
EXHIBIT "A" SITE PLAN

SHEET  
**1**

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.

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SCHEDULE I  
WEST JORDAN TOWN CENTER

PARCEL I

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°54'29"W along the section line 731.18 feet and N0°01'13"W 40.00 feet and S89°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°01'25"W (basis of bearing); thence along said North line of street S89°54'29"E 171.81 feet and N87°58'15"E 137.79 feet and S89°54'29"E 31.65 feet; thence N0°01'25"W 225.49 feet; thence S89°58'35"W 285.67 feet; thence S0°01'25"E 6.87 feet; thence S89°58'35"W 55.49 feet; thence S0°01'25"E 223.03 feet to the point of beginning. Contains 1.7827 acres.

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PC  
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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

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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  
pc  
6/24/98

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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 3.1663 acres.

OK  
RC  
6/24/93

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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

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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

BK8251PG0210

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  
pc  
6/24/98

BK 8251 PG 0217

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  
PC  
6/24/98

BK 825 | PG 02 | 2

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  
6/29/98

BK8251PG0213

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

BK8251P60214

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.

BK8251PG0215