

7332564  
04/26/99 1:07 PM 38.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
METRO NATIONAL TITLE  
REC BY:R JORDAN ,DEPUTY - WI

7332564

Mar 9 9 00 1968

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (the "Memorandum") is a memorandum of an unrecorded Ground Lease and First Amendment to Ground Lease (together the "Lease") and First Amendment to Ground Lease dated the 25th day of February, 1999 and the 22 day of April, 1999, respectively, by and between CPI/West Jordan LLC, hereinafter called "Lessor", whose mailing address is 1101 West River Street, Suite 100, Boise, Idaho 83702, and WENDY'S OLD FASHIONED HAMBURGERS OF NEW YORK, INC., an Ohio corporation, hereinafter referred to as "Wendy's" or "Lessee", whose mailing address is P. O. Box 256, 4288 West Dublin-Granville Road, Dublin, Ohio 43017, concerning the real property situated in the City of West Jordan, County of Salt Lake, and State of Utah, containing approximately 30,687 square feet of land and any and all improvements which now are or which shall be situated on said real property (the "Real Property") together with all rights, easements and appurtenances thereunto belonging or appertaining (collectively referred to herein as the "Leased Premises"), said Leased Premises being those more fully described in Exhibit A attached hereto and made a part hereof by this reference.

For good and valuable consideration, Lessor hereby leases to Wendy's and Wendy's hereby leases from Lessor the above-described premises for the term and under the conditions in the Lease, said Lease being incorporated herein by this reference.

In particular, the Lease contains the following provisions:

- 1. TERM:
  - A. Original Term.

The original term of the Lease shall be for a period commencing on the Commencement Date as defined in Section 2 below and ending on December 31 of the fifteenth (15th) full calendar year following such Commencement Date. The "Lease Year" shall be defined as each successive period of twelve (12) consecutive calendar months commencing on the first day of January of each year during the term hereof and ending on December 31 of each year of the term hereof. If the Commencement Date is other than January 1 of any calendar year, the period between the Commencement Date

BK8271PG1697

and December 31 of that year shall be the "**First Partial Lease Year**". Lessee's obligation to pay rent shall commence on the Commencement Date.

**B. First Renewal Term.**

Assuming Lessee is not then in default beyond any applicable cure periods, upon the expiration of the original term of the Lease, the Lease shall automatically renew for a period of ten (10) years, except in the event Lessee gives Lessor a cancellation notice either within one hundred eighty (180) days of the prior to the expiration of the original term or within thirty (30) days after receiving written notice from Lessor setting forth the expiration date of the original term, whichever is later.

In the event Lessee exercises its option to cancel the renewal term of the Lease, the Lease shall terminate upon the later occurrence of: (1) the expiration of the then ending term, or (2) thirty (30) days after Lessee gives Lessor notice of the cancellation of the renewal term.

Except in the event that Lessee cancels the renewal term of the Lease, the Lease shall be renewed at the rental set forth in Section 4 of the Lease, and upon the same other terms and conditions as are applicable to the original term, except that the renewal shall begin on the date of expiration of the original term and shall continue for a period of five (5) years thereafter.

**C. Second and Subsequent Renewal Terms.**

In the event Lessee does not cancel the renewal term of the Lease and the Lease shall renew for the first renewal term as provided herein, the Lease shall renew for one (1) additional periods of five (5) years each at the rental as set forth in Section 4 of the Lease and upon the same other terms and conditions as are applicable to the first renewal term except that such subsequent renewal terms shall begin on the date of expiration of the previous renewal term and shall continue for a period of five (5) years thereafter. Said renewals for additional terms shall be subject to the same notice provisions for both Lessor and Lessee and the same provisions regarding the cancellation of the renewal by Lessee as the first renewal term.

**2. COMMENCEMENT DATE:**

The "**Commencement Date**" of the Lease shall be the earlier of the following: (a) Lessee's completion of the improvements to be constructed by Lessee and the opening to the public of Lessee's business on the Real Property, or (b) July 1, 1999 if the following have occurred: (i) Lessee shall have obtained all permits, licenses, variances and approvals referred to in Subsection C of Section 8 of the Lease; (ii) the Memorandum of Lease referred to in Section 31 of the Lease has been executed by Lessor and delivered to Lessee; (iii) all title matters pursuant to Section 15 of the Lease have been satisfied by Lessor or waived in writing by Lessee; (iv) Lessor has obtained and delivered to Lessee such fully executed estoppel certificates and non-disturbance and attornment agreements

as are required to be delivered to Lessee; and (v) the conditions set forth in Subsections D and E of Section 8 of the Lease have been satisfied or waived in writing by Lessee; provided, however, that said period shall be extended by the amount of time attributable to any delays due to causes beyond Lessee's control, including but not limited to acts of God, strikes, lockouts or unavailability of materials or severe weather. Upon the execution of the Lease, Lessee shall have the right to enter upon the Leased Premises for the limited purpose of surveying the Leased Premises and conducting such soil tests as Lessee deems necessary. Notwithstanding anything contained in the foregoing, upon satisfaction of the Commencement Date contingencies referred to in Section 2(b)(i), (ii), (iii), (iv) and (v) hereof, Lessee shall have possession of the Leased Premises.

The "**Effective Date**" of this Lease is February 25, 1999.

3. ALTERATIONS:

Lessee agrees at all times, from and after delivery of possession of the Premises to Lessee, and at its own cost and expense, to maintain, repair and/or replace in good and leaseable condition the Premises, including the drive-thru, service facilities, the Building, and all other improvements within the curb line, and every part thereof, excluding only the common areas (including utility services extending to the service connections within the Pad) which are maintained by Lessor as provided in Section 5 of the Lease, and for which Lessee shall pay its prorata portion of expense as provided in Section 5 of the Lease.

Lessee further covenants and agrees that if Lessee refuses or neglects to make repairs and/or to maintain the Premises, or any part or component thereof, in a manner reasonably satisfactory to Lessor then Lessor may (but is not obligated to) go upon the Premises and make any necessary repairs or maintenance to the Premises or any part or component thereof and perform any work therein including that which may be necessary to comply with any laws, ordinances, rules or regulations of any public authority or of the State Surveying and Rating Bureau or of any similar body, or that the Lessor may deem necessary to prevent waste or deterioration in connection with the Premises if the Lessee does not make or cause such repairs to be made or performed or cause such work to be performed promptly after receipt of written demand from the Lessor. Lessor shall provide Lessee written notice of any intent to make or cause such repairs to be made no less than thirty (30) days prior to doing so. Nothing herein contained shall imply any duty on the part of the Lessor to do any such work which under any provision of the Lease the Lessee may be required to do, nor shall it constitute a waiver of Lessee's default in failing to do the same. No exercise by the Lessor or any rights herein reserved shall entitle the Lessee to any damage for an injury or inconvenience occasioned thereby nor to any abatement of rent. In the event Lessor makes or causes any such repairs to be made or performed, as provided herein, Lessee shall pay the cost thereof to Lessor, forthwith, as additional rent upon receipt of a bill therefor, and such cost shall include interest at the rate of ten percent (10%) from the date of completion of the repairs or earlier payment by Lessor for services or costs associated therewith.

B. During the original term or any renewal term of the Lease, Lessee may make interior alterations, additions and improvements to the Leased Premises without the consent of Lessor. Lessee shall have the right to erect and install exterior and/or such other or additional improvements, and equipment on the Leased Premises as Lessee may, in its sole judgment, deem desirable for conducting its business thereon or for such other business as Lessee may deem advisable, subject only to the approvals required by the Declaration.

4. LEASED PREMISES AS PART OF A LARGER TRACT OF LAND:

A. General Covenants.

The Leased Premises are part of a larger tract of land known as West Jordan Town Center and depicted on Exhibit B and further described in Exhibit B-1 both attached hereto and made a part hereof (hereinafter "**Lessor's Larger Tract**" or "**Shopping Center**"). Parcel 7 of the Shopping Center is owned by Target and is not included with Lessor's Larger Tract. Lessor covenants and agrees that (i) no fences or other obstructions prohibiting access to and from the Leased Premises and Lessor's Larger Tract shall be constructed during the original term of the Lease and any renewal term; (ii) there are sufficient parking spaces on Lessor's Larger Tract including the Leased Premises to meet the requirements of any laws, ordinances and regulations; (iii) Lessee, its employees, customers and invitees shall have the non-exclusive rights of ingress and egress in, on and over Lessor's Larger Tract to and from all streets, alleys and across ways adjacent to Lessor's Larger Tract; and (iv) no buildings, signs, or other improvements shall be constructed upon Lessor's Larger Tract outside the building envelopes provided under the Declaration ( as defined in the Lease) which will reduce the visibility of Lessee's signs or of the Leased Premises from any access streets. Lessor hereby grants and conveys to Lessee, its employees, customers and invitees a non-exclusive right and easement for access, ingress/egress and parking purposes over the common driveway and parking areas that may exist from time to time within Lessor's Larger Tract. Lessor agrees to keep Lessor's Larger Tract (excepting the Real Property) in good maintenance and repair and in a safe, clean and sanitary condition. The cost of maintaining and repairing Lessor's Larger Tract (excepting the Real Property) and keeping it in a safe, clean and sanitary condition shall be borne solely by Lessor. All repairs, alterations and maintenance of Lessor's Larger Tract (excepting the Real Property) shall be solely the cost of Lessor with the exception of Lessee's payments under Article 5(B) and Lessee shall not be liable for any portion of the cost of repairs, alterations and maintenance of Lessor's Larger Tract (excepting the Real Property) without Lessee's prior written consent.

B. Access Easement.

Lessor hereby grants and conveys to Lessee, for the use and benefit of Lessee, its successors, assigns, licensees, employees, suppliers, customers and invitees, a non-exclusive easement appurtenant to the Leased Premises for the original term of the Lease, all renewal terms and any period of holding over for the purpose of vehicular and

pedestrian ingress, egress and access to and from the Leased Premises, over, upon, across and through that portion of Lessor's Larger Tract which is depicted on the attached **Exhibit C** as the "**Access Easement**".

Lessor shall be obligated to adequately maintain the Access Easement in a level, evenly paved condition and relatively free and clear of snow, ice and debris. In the event Lessor fails or refuses to adequately maintain the Access Easement area after receiving reasonable notice thereof from Lessee, Lessee shall have the right, but not the obligation, of performing the necessary maintenance of the Access Easement area and billing the reasonable cost thereof to Lessor. This easement shall also include the right to enter upon such other portions of Lessor's Larger Tract as may be reasonably necessary for the purpose of maintaining the Access Easement.

### C. Use Restriction

As a material inducement for Lessee to enter into the Lease, Lessor warrants, covenants and agrees that Lessor will not sell, lease or develop, nor permit the sale, lease or development of any part of Lessor's Larger Tract as set forth on Exhibit B (excepting the Leased Premises) for a restaurant use the primary business of which is the advertising, preparation and/or sale of hamburgers or hamburger products (or any combination thereof). For purposes of this restriction a restaurant has as its primary business the advertising, preparation and/or sale of hamburgers or hamburger products (or any combination thereof) if twenty five percent (25%) or more of its gross sales exclusive of tax, beverage and dairy product sales, consist of sales of hamburgers or hamburger products (or any combination thereof).

As used herein, the term "Quick Service Hamburgers Restaurant" shall not include any food service establishment which offers a primary method of service for all meal times, food and drink orders taken in by and served by a waiter or waitress at the customer's table including, without limitation, restaurant establishments operated under the trade name "Chili's", "Red Robin", "Shari's", "Denny's", "Bob's", "Marie Callender's", "Ruby Tuesday" or similar type restaurants; or other quick service establishments, including, but not limited to, "Subway", "Quizno's", "Pizza Hut", "Kentucky Fried Chicken", "Kenny Roger's Roasters", "Popeye's Chicken", "Del Taco", "Taco Bell", "Arby's" and "Skippers," which are not generally considered to be hamburger establishments but which may sell substantial amounts of hamburgers.

This covenants does not apply to (i) any portion of the Shopping Center which is not owned by Landlord; (ii) any Lease previously entered into by Landlord within the Shopping Center; (iii) the owner or tenant of Parcel 1 (currently Rite Aid), the owner or tenant of Parcel 2 (currently Albertson's) and the owner or tenant of Parcel 7 (currently Target), or any other major anchor tenant over 20,000 square feet; or (iv) to the allowing of Landlord of incidental sales of similar merchandise by a tenant whose primary business is not a Quick Service Hamburger Restaurant.

This covenant only applies so long as Lessee does not cease operating a Wendy's or other Quick Service Hamburger Restaurant on the Premises, for a period in excess of six (6) months.

For purposes of this Section, Lessor shall include, but shall not be limited to, any other person, corporation, partnership, or legal entity in which Lessor has, or subsequently acquires, a controlling interest.

This restriction shall attach to and run with Lessor's Larger Tract for a period commensurate with the original term and any renewal terms of this Lease and shall be binding upon Lessor's heirs, personal representatives, tenants, successors and assigns. This restriction shall not apply to uses or users on Lessor's Larger Tract in existence on the Effective Date which have been disclosed to Lessee in writing prior to the Effective Date.

5. SUBORDINATION AND NON-DISTURBANCE:

A. Future Mortgages/Deeds of Trust.

This Lease shall be subject and subordinate to the lien of any mortgage and/or deed of trust which Lessor may hereafter place upon the premises provided that (1) if there are no defaults hereunder on the part of Lessee the right of possession of Lessee to the Leased Premises and Lessee's rights arising out of this Lease shall not be affected or disturbed by the mortgagee or trustee or beneficiary under the mortgage and/or deed of trust in the exercise of any of its rights under the mortgage, deed of trust or the notes secured thereby; (2) Lessee shall not in any foreclosure or other proceeding under the mortgage or deed of trust nor in any other way be deprived of its rights under this Lease, nor shall this Lease be terminated or affected by any foreclosure or sale or any proceeding under any mortgage or deed of trust; and (3) the mortgagee, trustee and/or beneficiary shall execute and deliver to Lessee an Agreement of Attornment and Non-Disturbance in the form attached as Exhibit D to the Lease (hereinafter the "**Non-Disturbance Agreement**") prior to the execution of the mortgage or deed of trust. Lessor agrees that in the event of any foreclosure of the mortgage or deed of trust, Lessee shall have the right to withhold the payment of any rentals due hereunder and pay the same directly to the mortgagee or trustee in satisfaction of said indebtedness.

B. Presently Existing Mortgages/Deeds of Trust.

Prior to the expiration of the Contingency Period Lessor shall provide Lessee with a Non-Disturbance Agreement, executed by all entities or parties presently holding mortgages, deeds of trust or other liens upon the Leased Premises. Lessor covenants and agrees to provide the attached form of Non-Disturbance Agreement to its Mortgagee or other lienholders as soon as practicable after the Effective Date and to diligently pursue obtaining such Non-Disturbance Agreement.

6. SERVICE OF NOTICE:

Notices hereunder shall be in writing signed by the party serving the same and shall be sent by Registered or Certified U.S. Mail, Return Receipt Requested or by overnight courier, postage prepaid, and (a) if intended for Lessor, shall be addressed to:

CPI/West Jordan LLC  
c/o Cantlon Properties  
1101 West River Street, Suite 100  
Boise, Idaho 83702

with a copy addressed and sent to:

Christopher J. Beeson, Esq.  
Givens Pursley LLP  
Suite 200, Park Place  
277 North Sixth Street  
P.O. Box 2720  
Boise, Idaho 83701-2720

and (b) if intended for Lessee, shall be addressed to:

Wendy's International, Inc.  
ATTENTION: Real Estate Department  
West Dublin-Granville Road  
P.O. Box 256  
Dublin, Ohio 43017

with a copy addressed and sent to:

Wendy's International, Inc.  
ATTENTION: Legal Department  
West Dublin-Granville Road  
P.O. Box 256  
Dublin, Ohio 43017

or to such other addresses as either party may have furnished to the other from time to time as a place for the service of notice. Any notice so mailed shall be deemed to have been "given" as of the time said notice is deposited in the U.S. certified or registered mail or deposited with an overnight courier, and shall be deemed "delivered", "received" or "actually received" or words of similar import upon receipt by the party intended to be given said notice.

7. ESTATE IN LAND:

It is the intention of Lessor to create, in favor of Lessee, a leasehold estate in land, which estate shall be vested in Lessee from the date of execution hereof and shall continue for the full original term and all renewal terms of this Lease. Said estate in land shall be subject to divestment only by reason of Lessee's election not to exercise its right of renewal or by reason of the earlier termination of this Lease by one of the parties hereto in accordance with the provisions of this Lease.

This Memorandum is not a complete summary of the Lease. In the event of conflict of interpretation between this Memorandum and the Lease, the Lease would prevail. Originally executed counterparts of the Lease are in the possession of the Lessor and Wendy's at the addresses set forth above.

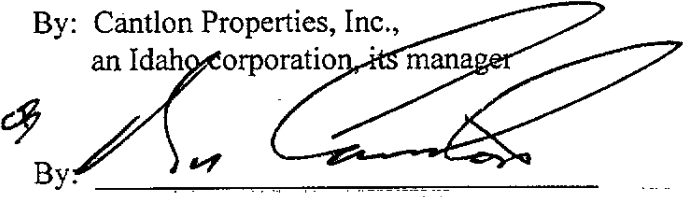
Signed by Lessor this 22 day  
of April, 1999.

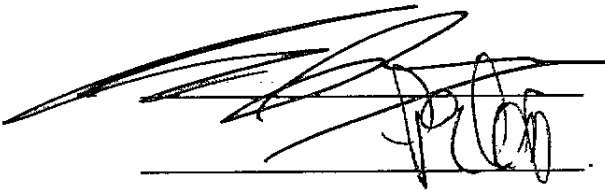
WITNESSES:

LESSOR:

**CPI/WEST JORDAN, LLC,**  
**an Idaho limited liability company**

By: Cantlon Properties, Inc.,  
an Idaho corporation, its manager

By:   
Roger D. Cantlon, President





Signed by Lessee this 19<sup>th</sup> day  
of April, 1999.

WITNESSES:

LESSEE:

**WENDY'S OLD FASHIONED  
HAMBURGERS OF NEW YORK, INC.**

Erica E. Armentrout  
ERICA E. ARMENTROUT

By: Gordon F. Teter  
Title: GORDON F. TETER  
Chairman of the Board  
CEO and President

Janelle R. Johnston  
JANELLE R. JOHNSTON

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Legal Dept. [Signature]

ACKNOWLEDGMENTS

STATE OF OHIO  
COUNTY OF FRANKLIN, SS:

The undersigned, a Notary Public in and for the above state and county, hereby certifies that on the 19<sup>th</sup> day of April, 1999, before me personally appeared the GORDON F. TETER  
Chairman of the Board  
CEO and President and \_\_\_\_\_ and \_\_\_\_\_ of **WENDY'S OLD FASHIONED HAMBURGERS OF NEW YORK, INC.**, an Ohio corporation, who are known to me as the persons and officers described in and who executed the foregoing instrument on behalf of said corporation, and who acknowledge that they held the positions or titles set forth in the instrument and certificate, that they signed the instrument on behalf of the corporation by proper authority, and that the instrument was the act of the corporation for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.



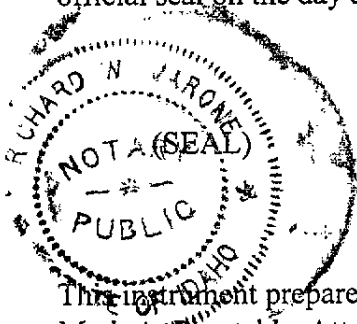
ERICA ELAINE ARMENTROUT  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES OCT. 30, 2001

Erica Elaine Armentrout  
Notary Public

STATE OF IDAHO  
COUNTY OF ADA, SS:

On this 22nd day of April, 1999, before me, a Notary Public in and for the State of Idaho, personally appeared **ROGER D. CANTLON**, known or identified to me to be the President of **CANTLON PROPERTIES, INC.**, an Idaho corporation, which corporation is known or identified to me to be a manager of **CPI/WEST JORDAN, LLC**, an Idaho limited liability, who as President caused **CANTLON PROPERTIES, INC.**, which is a manager of **CPI/WEST JORDAN, LLC**, to subscribe said limited liability company name, **CPI/WEST JORDAN, LLC**, to the foregoing instrument and acknowledged to me that **CANTLON PROPERTIES, INC.**, which is manager of **CPI/WEST JORDAN, LLC**, executed the same in **CPI/WEST JORDAN, LLC**'s name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last aforesaid.



A handwritten signature in cursive script, appearing to read "Richard N. Jarone".

Notary Public

COMMISSION expires 10/21/2003

This instrument prepared by:  
Mark A. Reynolds, Attorney at Law  
Wendy's International, Inc.  
4288 West Dublin-Granville Road  
Dublin, Ohio 43017

**EXHIBIT A**

100

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:

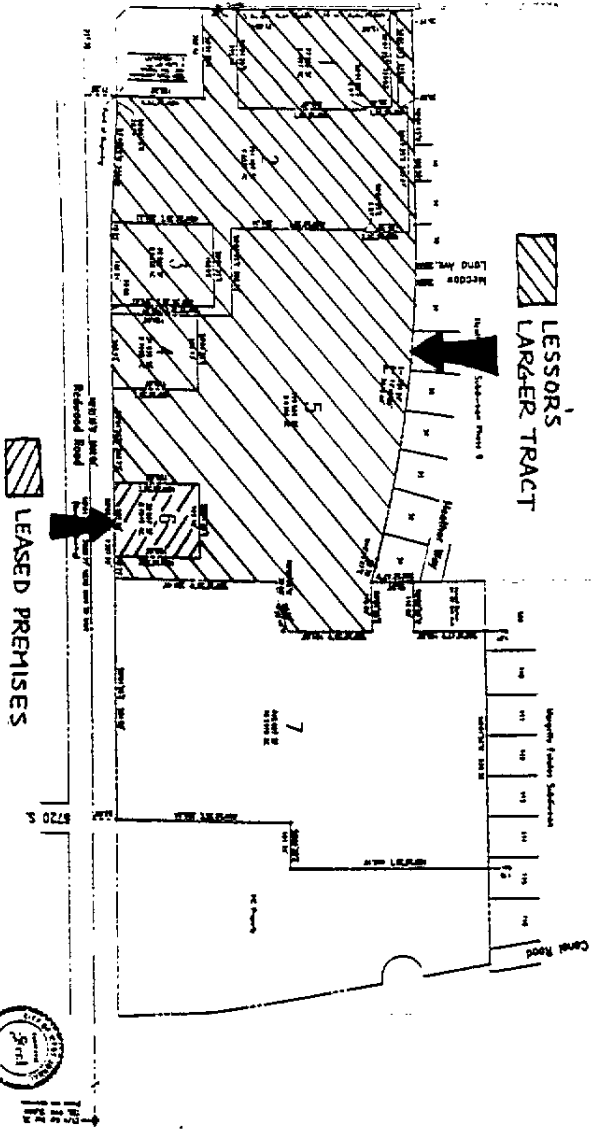
BEGINNING on the new West line of Redwood Road at a point that is  $N0^{\circ}01'25''W$  along the quarter-section line 1111.63 feet and  $S89^{\circ}58'35''W$  53.00 feet from the County monument at the South Quarter corner of Section 22, Township 2 South, Range 1 West, Salt Lake Base and Meridian; 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.

(LEASED PREMISES)

EXHIBIT B

BK8271PG1707

# West Jordan Town Center



DATE	DESCRIPTION	AMOUNT
1/1/1988	...	...
...	...	...

**WARRANTY OF TITLE**  
The lessor warrants that the premises hereinafter described are his own and that he has good and lawful title thereto and that he is entitled to dispose of the same according to the tenor of this lease.

**WARRANTY OF QUIET ENJOYMENT**  
The lessor warrants that the premises hereinafter described are free from all claims and demands of third parties and that he will defend the lessee against all such claims and demands.

**ASSIGNMENT**  
The lessee shall not assign or sublease the premises hereinafter described without the written consent of the lessor.

**RENTS**  
The lessee shall pay to the lessor the sum of \$100.00 per month as rent for the premises hereinafter described.

**TERMINATION**  
This lease shall terminate on the 31st day of December 1990.

**SIGNATURES**  
Lessor: [Signature]  
Lessee: [Signature]

**WEST JORDAN TOWN CENTER**  
West Jordan, Utah

EXHIBIT B

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,  $S37^{\circ}33'15''W$  157.79 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  $N39^{\circ}58'35''E$  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.

Less and except the following:

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  $S89^{\circ}58'35''W$  134.00 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).

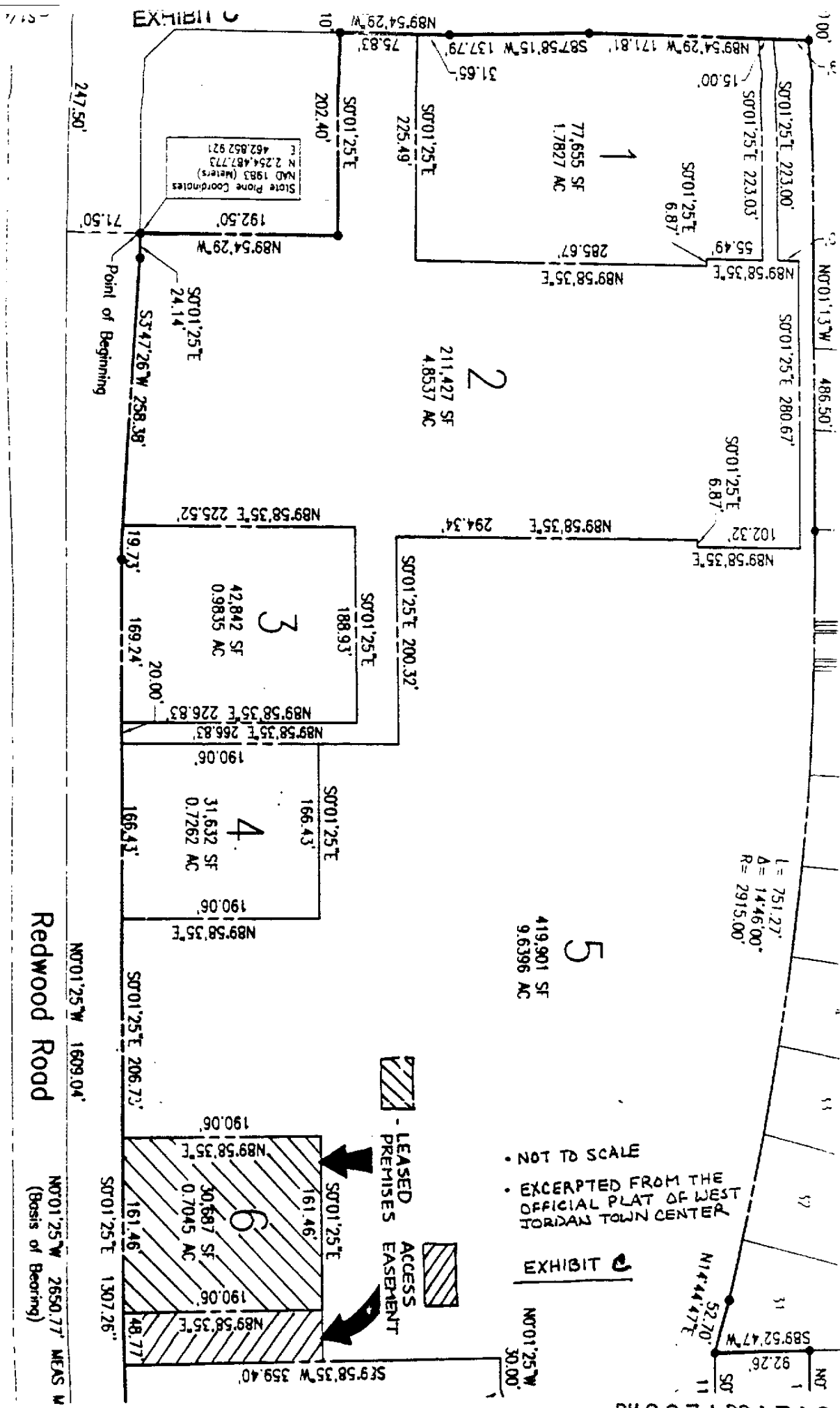
Less and except the following:

BEGINNING on the new West line of Redwood Road at a point that is  $N0^{\circ}01'25''W$  along the quarter-section line 1111.63 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.

E

EXHIBIT B-1

BK8271PG1709



State Plane Coordinates  
 NAD 1983 (Meters)  
 N 2.254487773  
 E 462.852 821

L = 751.27'  
 A = 1446.00°  
 R = 2915.00'

NOT TO SCALE  
 EXCERPTED FROM THE  
 OFFICIAL PLAT OF WEST  
 HORDAN TOWN CENTER

EXHIBIT C



LEASED  
 PREMISES



ACCESS  
 EASEMENT

Redwood Road

NOT 01'25" W 1609.04'  
 NOT 01'25" W 2650.77' MEAS W  
 (Basis of Bearing)