

22-5-17
5-10000 A
WHEN RECORDED, PLEASE RETURN TO:

Victor A. Taylor, Esq.
Kimball, Parr, Crockett & Waddoups
185 South State Street, Suite 1300
Salt Lake City, UT 84111

4823289
15 SEPTEMBER 89 10:25 AM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
KIMBALL PARR CROCKETT & WADDOUPS
REC BY: REBECCA GRAY, DEPUTY

DEVELOPMENT AGREEMENT

4823289
AGREEMENT made this 27th day of April, 1987, by and between BOYER 9TH EAST ASSOCIATES, hereinafter referred to as "Boyer," and SMITH'S FOOD KING PROPERTIES, INC., a Utah corporation, hereinafter referred to as "Smith's."

In consideration of the mutual covenants and promises to be kept and performed as described herein, the parties agree as follows:

4834465
20-09
12 OCTOBER 89 12:09 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
WESTERN STATES TITLE
REC BY: REBECCA GRAY, DEPUTY

1. FACTS AND OBJECTIVES

This Agreement for Development, containing restrictive covenants, is made with reference to the following facts and objectives:

A. Smith's is the owner of that certain tract of land designated as Smith's Parcel, and Boyer is the owner of those certain tracts of land designated as Boyer's Parcels, as more fully described in Exhibit "A" attached hereto and incorporated herein by this reference. Also attached hereto as Exhibit "B" is a site plan of the Shopping Center, which shall, for purposes of this Agreement, be by this reference incorporated herein and considered a part hereof.

B. Smith's Parcel and Boyer's Parcel together shall be hereafter known as the "Entire Premises."

C. The parties acknowledge they may each lease and/or sell all or portions of their respective parcels to other tenants and/or owners.

RE-RECORDED TO CORRECT
SIGNATURE AND ACKNOWLEDGMENT.

4834465

6167 REC 443

6159 REC 808

D. The parties desire to establish, as hereinafter provided, nonexclusive easements for the use of those portions of the Entire Premises, which are not from time to time improved with buildings or other structures, and which are intended for use as driveways, pedestrian ways, sidewalks, parking areas, parking spaces, and for ingress and egress to and from public roadways and utility line purposes (the foregoing portions of the Entire Premises hereinafter collectively referred to as "Common Areas") and are generally designated on the Exhibit "B" site plan attached hereto, and further desire to set out the terms, conditions and restrictive covenants controlling development of the Entire Premises.

E. The parties agree to cooperate in designing and developing a successful, first-class shopping center on the Entire Premises and further agree that in the design, development and use thereof, they will be bound by the terms of this Development Agreement. Smith's agrees to construct and open a store of approximately 61,200 square feet on or before December 31, 1986. Boyer agrees to proceed diligently to complete its portion of the commercial shopping center to open simultaneously with Smith's opening. Any building areas on the Entire Premises which are not fully developed by the date Smith's opens for business shall be maintained by the owner thereof, reasonably clear of weeds or debris. Any undeveloped pad not covered by asphalt or concrete shall be maintained by the owner of such portion in such a manner as to keep weeds down and to prevent dust and dirt from being blown onto other parts of the

834 6157 REC 444

834 6159 REC 809

Entire Premises. Future construction upon such building areas, if any, shall be managed so as not to unreasonably interfere with the common parking areas and roads.

F. All areas not designated as locations or pads for buildings shall be defined as "Common Areas."

2. TERM

The term of this Agreement shall commence on the date of execution hereof, and shall continue in perpetuity.

3. EASEMENT

The parties hereby grant to each and every person, partnership, corporation or other entity now or hereinafter owning or having an interest in all or any portion of Smith's Parcel, and Boyer's Parcel, a mutual reciprocal and non-exclusive easement, license, right and privilege, for the installation, maintenance and connection to all underground utilities including all utility lines, wires, pipes, conduits, sewers and drainage lines, and the rights and privileges of passage and use both pedestrian and vehicular, including but not limited to, the parking of vehicles and for ingress and egress to and from the roadways adjoining the Entire Premises, in, to, upon, through and over the Common Areas from time to time located on the Entire Premises. Such rights of parking referred to in this Paragraph 3 are limited to the extent that each party shall be responsible to provide parking and see that its principals, employees and the principals and employees of any tenants park on the respective owner's property in an area designated for employee parking, it being understood and agreed that the most convenient parking

200-6167 REC 445

200-6169 REC 840

facilities be maintained for use of customers and other business invitees only. The parties agree that any future connections to the existing "underground utility lines," as used herein to include, by way of reference but not limitation, all wires, pipes, conduits, sewer drainage lines, etc., located on the respective Parcels shall be, following the date that the shopping center is constructed, subject to advance written approval of the owner of the respective parcels where such future connections are to occur.

No party shall have the right to withhold any written approval required by this Paragraph 3 when reasonable arrangements are made to perform any work required in a manner and at times calculated to cause minimal disruption with the business of the tenants upon the parcel where the work is to be accomplished.

The easements, rights and privileges granted hereby shall be for the benefit of and be restrictive solely to the owners from time to time of all or any portion of Parcels, but such owner or owners may grant the benefit of such easement, right and privileges to its tenants now or hereafter occupying a building or portions thereof on the Entire Premises for a period of such tenancy, and to the customers, employees and business invitees of said tenants, but the same is not intended, and shall not be construed as creating any rights in and for the benefit of the general public.

Notwithstanding anything contained in this Paragraph 3 to the contrary, the easements, rights and privileges hereinabove granted shall not extend to or exist over portions of the Entire

20076167 P.3 446
20076159 P.3 811

Premises hereinafter improved with buildings or other structures as shown as building areas on the site plan attached hereto as Exhibit "B."

The easements, rights and privileges hereinabove granted shall be used and enjoyed in such a manner as to cause the least possible interference with the conduct and operations of the businesses at any time existing on the Entire Premises. The construction of buildings upon the Entire Premises shall, in all material respects, be within the perimeter of those areas designated as building areas on the site plan attached as Exhibit "B." (All other areas shall be maintained as Common Areas with no less parking on any parcel than is currently shown on attached Exhibit "B." As buildings are developed within designated perimeters, any areas within each building pad not utilized for building purposes shall be considered as Common Area and maintained as such until and unless converted to building. However, Common Area shall not include loading docks and trash areas.) With the exception of building canopy overhangs and footings, which shall be permitted a maximum four (4) feet of encroachment, in no case will buildings or other structures be constructed outside the designated building perimeters outlined on Exhibit "B" without the prior written approval of both parties. Furthermore, the improvements designated within that area marked as Pad B on Exhibit "B," attached hereto, including buildings and parking area shall not be modified without the prior written approval of both parties. The parties further agree in general to manage their respective properties in such manner as to encourage customer convenience and retail sales.

There shall be a minimum of two (2) vehicular driveway entrances for the parking area of said Shopping Center on

2026167 REC 447

2026159 REC 812

900 East Street and three (3) vehicular driveway entrances on 4500 South Street, to be located as designated on the Exhibit "B" site plan; except that if fewer such entrances are authorized and permitted by lawful public authority, then the maximum permitted by said authority shall at all times be maintained. In the event that fewer are permitted, the parties agree to join together in seeking appropriate governmental authorizations for additional access up to the minimum referred to above in this paragraph.

Each party shall have the right to permit employee parking on their respective parcel except that such employee parking may be limited from time to time to specific areas mutually designated by Boyer and Smith's, or their successors.

The easements herein granted include an allowance for excess storm water, not handled by the storm drain system, to flow over the parking lot areas from one parcel to the other.

4. SPECIFICATIONS OF BUILDINGS TO BE ERECTED ON PARCELS

The parties hereto agree that as a material part of this Development Agreement, the specifications as to size, shape and location of the building to be erected on the respective parcels at any time shall be governed by the site plan attached hereto as Exhibit "B," and other specifications not covered by Exhibit "B," including but not limited to, type and location of signs, building materials and design and color of buildings, to be determined as the parties shall agree. The parties specifically agree that the exterior of all buildings to be constructed on the Entire Premises shall be of a block material or other

BOOK 6167 PAGE 448

BOOK 6159 PAGE 813

suitable materials approved by the parties hereto (it is hereby understood that block, brick, stucco or stucco-like materials are hereby approved), and in no case shall "metal skins" be used anywhere on the exterior of any building.

The parties also agree that the pads to be built on the corner of 4500 South Street and 900 East Street, as shown on Exhibit "B," shall be no larger than 4,000 square feet each, and further, that the buildings constructed thereon shall be one story only, and shall be located in the area designated as Section 1 on Exhibit "B."

5. COMPLETION OF COMMON AREAS

The parties agree to share, on a prorated basis (determined by total building square footage on each party's parcel as shown on Exhibit "B" to be Smith's share at seventy-six percent (76%) and Boyer's share at twenty-four percent (24%)) the construction expense of the common area improvements outlined below. Common area improvements shall include the cost for storm drains, sewer lines, water lines and utility hook-ups that will service both parcels, parking improvements, including curb and gutter, paving, lighting, sidewalks and landscaping. The common area improvements, including lighting, landscaping and paving of parking, as designated on Exhibit "B," shall be completed on or before November 1, 1986. Work on the common area improvements shall start when Smith's begins construction on its parcel in June of 1986.

The costs of repairing or maintaining "underground utility lines," as specified in Paragraph 3, located on one owner's

500-6167 ref 449

500-6159 ref 814

parcel but servicing solely another owner's parcel shall be paid by the owner of the parcel receiving such service. The costs of repairing or maintaining "underground utility lines" located on one owner's parcel but servicing more than one parcel shall be paid for by the party causing the damage to such utility lines. All construction, repair, maintenance or other costs incurred for work performed within the area outlined in blue on Exhibit "B" shall be borne solely by the owner of that respective parcel.

6. MAINTENANCE AND TAXES

With the exception of the maintenance costs for storm drains and water lines, which costs shall be borne on the pro rata basis outlined in Paragraph 5, from and after the date of completion of the parking and Common Area improvements outlined in Paragraph 5 above, the owner of the respective parcels of property comprising the Entire Premises shall be responsible at their own expense for all costs and expenses of the maintenance of the Common Areas located on their respective parcels which shall include, but not be limited to, sewer line maintenance, landscaping maintenance, electricity, cleaning, snow removal, repairs and replacements, including resurfacing and restriping, maintenance of lights and light standards including illumination during the hours the businesses of the shopping center are open, and a reasonable period prior and subsequent thereto, landscaping and operation of such Common Areas. The owners shall cause the Common Area parking to be thoroughly cleaned not less than once weekly, and more often if necessary, and snow to be properly removed on every occasion where it impedes the use of said facilities. In the event any or all of the Owners and/or Tenants

BOOK 6167 PAGE 450

BOOK 6159 PAGE 835

elect to maintain the Common Areas located on their respective parcels in conjunction with each other, then in such event, all such costs and expenses shall be prorated among such Owners and/or Tenants in the proportion of seventy-six percent (76%) Smith's and twenty-four percent (24%) Boyer. Should any party sell all or part of its premises, this covenant and the proration agreement shall run with the land and be binding upon successors and assigns of the parties hereto.

The Owners and/or Tenants, (if obligated to do so pursuant to any lease) of the respective parcels of property comprising the Entire Premises shall timely pay all real estate taxes and assessments, water rents and charges levied on their respective parcels.

7. INDEMNIFICATION/INSURANCE

A. Indemnification: Each party hereby indemnifies and saves the other parties harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person or property occurring on any portion of the Shopping Center owned by it, except if caused by the willful act or neglect of another party hereto or the agents, assigns, lessees, or successors in interest of another party hereto.

B. Liability Insurance: Each party shall provide comprehensive general liability insurance affording protection to itself and the other parties, naming the other parties as "additional insureds" under the policy or policies, for a combined bodily injury and property damage limit of liability of not less than \$1,000,000 for each individual, \$2,000,000 for each accident, and \$250,000 for property damage for any portion of the

REC-6167 REC-451

REC-6159 REC-818

Shopping Center owned by it not otherwise included within the insurance coverage provided upon the Common Areas.

8. TYPES OF BUSINESS

The parties covenant mutually, commencing on the date of this Agreement and continuing into perpetuity, that so long as Smith's Parcel is being operated as a supermarket food and drug store, Boyer's Parcel of land as described in Exhibit "A" shall not be leased, rented, used or occupied as any type of supermarket, grocery store, pharmacy, movie house, thrift or second hand store, health spa, sports mall, bar, or convenience store (7-Eleven type) without first obtaining the approval of Smith's or Smith's successor in interest.

9. ARCHITECTURAL CONTROL

The design, style, placement and construction of the building and improvements on the respective Parcels are subject to review and approval by an Architectural Committee consisting of a representative of Smith's and Boyer. During the term of this Agreement, all such buildings and improvements shall and must be approved in writing by the Architectural Committee prior to the start of the construction thereof, unless such requirement for approval is waived by both parties. Architectural Committee approval shall not be required for reasonable alterations, modifications or repairs made to existing improvements. The approvals referred to shall only apply to the exterior of buildings and improvements. It is the intent of the parties that as to design and construction materials, the Shopping Center be developed in an aesthetic and compatible manner so as to present the best image possible to the consuming public. No approval

BOOK 6157 PAGE 452

BOOK 6159 PAGE 817

shall be unreasonably withheld by any member of the Architectural Committee.

10. CONDEMNATION

In the event of condemnation by eminent domain by any duly constituted authority for a public or quasi-public use of all or any part of the Entire Premises, that portion of the award attributable to the value of any land within the Common Areas so taken shall be payable only to the owner in fee, as the case may be with respect to the portion condemned, and no claim thereon shall be made by the other owner of any other portion of the Entire Premises, provided, however, all other owners of the Entire Premises may file collateral claims with the condemning authority, over and above the value of the land within the Common Areas so taken, to the extent of any damage suffered to their respective improvements resulting from the severance of the appurtenant Common Area or utility easements and facilities so taken, provided, however, that the Owner in fee of the portion of the Common Area so condemned shall promptly repair and restore the remaining portion of the Common Area so owned by such Owner as near as practicable to the condition of the same immediately prior to such condemnation and without contribution from any other owners of the Entire Premises except to the extent that the proceeds of such award are insufficient to pay the costs of such restoration and repair, or if the Owner is not obligated to restore and/or repair pursuant to a lease affecting the area so condemned.

No party shall have any right to any award made by the condemning authority for the value of any rights or other

OK 6167 REC 453

~~INDEX 6159 REC 818~~

benefits relating to other parcels, whichever is taken by the condemnation.

11. OBSTRUCTIONS

No fences, barriers or other obstructions, except as are shown on Exhibit "B" shall be erected or maintained between Smith's Parcel and Boyer's Parcel except to facilitate smooth and safe traffic flow between the parcels. Notwithstanding the foregoing, nothing herein shall be construed to prohibit, from time to time, not more frequently than four (4) times in any calendar year nor for more than thirty (30) days in duration, the use of a portion of the Common Area by the respective owner thereof, or its assigns, for a temporary sale or promotion, so long as such use does not unreasonably interfere with the traffic flow or unreasonably obstruct the rights granted under this Agreement to the other parties hereto.

12. CONTROL OF ACCESS

The parties, for themselves and the then Owners of all or any part of the easement areas granted in Paragraph 3 above, do, however, reserve the right to close temporarily all or any portion of the said easement areas to such extent, in the opinion of the parties or the then Owners of all or any part of the easement areas, as may be legally necessary and sufficient to prevent a dedication thereof or an accrual of any rights in any person other than as aforesaid or in the public generally therein. Any such temporary closing shall, however, be further subject to the reasonable consent of all owners of the Entire Premises.

3346167 P&E 45A

3346159 P&E 819

13. COVENANTS RUN WITH LAND

The easements hereby granted, the restrictions hereby imposed and the agreements and covenants herein contained shall be easements, restrictions and covenants running with the land, and shall inure to the benefit of, and be binding upon, the parties and all future owners of all or any portion of the Entire Premises, and their respective heirs, successors and assigns, and all persons claiming under them from the date hereof into perpetuity, unless terminated either as set forth herein, or by unanimous vote of all the owners of the Entire Premises.

14. REMEDIES

In the event of a breach, or attempt or threatened breach, by any owner hereafter of any portion of said Entire Premises, in any of the terms, covenants and conditions hereof, including but not limited to payment of taxes and assessments, anyone or all other owners of the Entire Premises shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach including payment of any amounts due, and any deed, lease, assignment, conveyance or contract made in violation of this Agreement shall be void and may be set aside upon petition of one or more of the owners of the Entire Premises. All costs and expenses incurred by any owner in making any payments in any such suit or proceedings shall be assessed against the defaulting owner in favor of any prevailing owner and shall constitute a lien against the real estate or the interest therein for which such payment was made or against the real estate or the interest therein wrongfully deeded, leased, assigned, conveyed or contracted for until paid, effective upon

BOOK 6167 PAGE 455

~~BOOK 6159 PAGE 838~~

recording notice thereof in the Office of the Recorder in and for the county where the Entire Premises is located, but any such lien shall be subordinated to any First Mortgage covering any portion of the Entire Premises and any Purchaser at any foreclosure sale (as well as any grant of deed in lieu of foreclosure) under any such First Mortgage shall take title free from any such existing lien, but otherwise be subject to the provisions hereof. The remedies of any one or all such owners of the property and shopping center specified herein shall be cumulative as to each and as to all other permitted at law or in equity.

In the further event of any failure by a party to perform, fulfill or observe any covenant or agreement herein to be performed, fulfilled or observed by it, continuing for thirty (30) days after receipt of written notice, creating or causing a situation involving potential danger to the health or safety of persons, in, on or about Smith's Parcel and/or Boyer's Parcel or causing substantial deterioration or damage to either parcel, or any portion or part thereof, in each case after written notice specifying such, the other party may, at its election, cure such failure or breach for and on behalf of the defaulting party, and any amount which the party so electing shall expend for such purpose, or which shall otherwise be due by any party to any of the other parties hereunder, shall be paid to the party to whom due on demand, without contest, upon delivery of its invoice, together with interest thereon at the lower of (i) the rate of fifteen percent (15%) per annum, or (ii) the maximum permissible from time to time under applicable law, from the date of the expenditure or the date when the same shall have become due to

BOOK 6167 PAGE 456

~~BOOK 6159 PAGE 821~~

the date of payment thereof in full. The provisions of this paragraph shall in all respects be subject and subordinate to the lien of any mortgages or any deeds of trust at any time or from time to time on the land of the defaulting party and the rights of the holder or holders thereof.

15. SUCCESSORS BOUND

The rights herein granted or reserved and the restrictions herein set forth shall run with the land and the agreements herein contained shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

16. FORCE MAJEURE

If the parties hereto are prevented from timely performance of any requirement hereunder by strikes, lockouts, natural disasters, delays in obtaining materials, acts of God or any similar event, the time for performance shall be extended by the period of any such delay.

17. GOVERNING LAW

This Agreement shall be construed in accordance with the laws where the real property which is the subject matter of this Agreement is located.

18. MEMORANDUM

The parties agree to sign and have recorded a Memorandum of this Development Agreement.

BOOK 6167 PAGE 457
-BOOK 6159 PAGE 822-

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed the day and year first above written.

~~"BOYER"~~

~~BOYER 9TH EAST ASSOCIATES~~

~~By [Signature]
Its General Partner~~

ATTEST:

"SMITH'S"

SMITH'S FOOD KING PROPERTIES, INC.

By [Signature]
Tom Welch, Vice President

ATTEST:

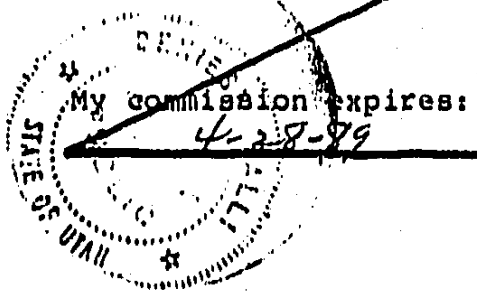
[Signature]
W. Grant Woolley
Assistant Secretary

STATE OF Utah)
County of Salt Lake) : ss.

On the 8th day of July, 1987, personally appeared before me H. Roger Bryan and [Signature], who being by me duly sworn did say, each for himself, that he, the said ~~General Partner~~ [Signature] is the General Partner, and he, the said [Signature] is the [Signature] of Boyer 9th East Associates, and that the within and foregoing instrument was signed in behalf of said ~~corporation~~ [Signature] by authority of a resolution of its Board of Directors and said H. Roger Bryan and [Signature] each duly acknowledged to me that said ~~corporation~~ [Signature] executed the same, and that the seal affixed is the ~~seal of said corporation~~

partnership

[Signature]
NOTARY PUBLIC
Residing at: Salt Lake County



8306167 P&S 458

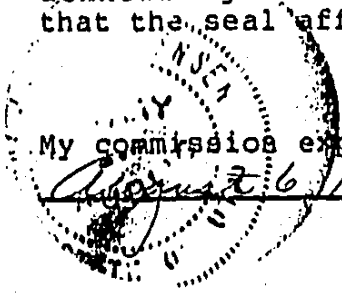
8306159 P&S 828

STATE OF UTAH

)
: ss.
)

County of Salt Lake

On the 27th day of April, 1986⁸⁷, personally appeared before me Tom Welch and W. Grant Woolley, who being by me duly sworn did say, each for himself, that he, the said Tom Welch is the Vice President, and he, the said W. Grant Woolley, is the Assistant Secretary of SMITH'S FOOD KING PROPERTIES, INC., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Tom Welch and W. Grant Woolley each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



Mary D. Christensen
NOTARY PUBLIC
Residing at: Salt Lake City, Utah

2025 6167 PAGE 459

2025 6169 PAGE 834

"BOYER"

BOYER 9TH EAST ASSOCIATES,
a Utah limited partnership,
by its general partner:

BOYER SHOPPING CENTER ASSOCIATES,
a Utah limited partnership,
by its general partner:

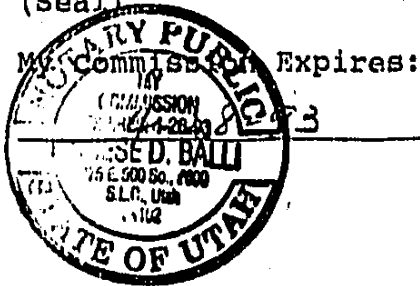
BOYER-GARDNER PROPERTIES
PARTNERSHIP NO. 3,
a Utah general partnership

By *H. Roger Boyer*
H. Roger Boyer
Managing General Partner

State of Utah)
County of Salt Lake) SS.

The foregoing instrument was acknowledged before me this 11th day of October, 1989, by H. Roger Boyer, one of the Managing General Partners of Boyer-Gardner Properties Partnership No. 3, a Utah general partnership, the general partner of Boyer Shopping Center Associates, a Utah limited partnership, the general partner of Boyer 9th East Associates, a Utah limited partnership.

(Seal)



Rose D. Ball

Residing at:

Salt Lake County

EXHIBIT A



GREAT BASIN ENGINEERING, INC.

Consulting Engineers and Land Surveyors
P.O. Box 9307
Ogden, Utah
Zip Code 84409
3505 Grant Avenue
Ogden (801) 394-4515
Salt Lake (801) 521-8329

August 6, 1986

SMITH'S MANAGEMENT STORE #133
4500 SOUTH AND 900 EAST
PAD 'A'
DESCRIPTION

A part of Block 5, 10-Acre Plat "A", Big Field Survey in Section 5,
Township 2 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

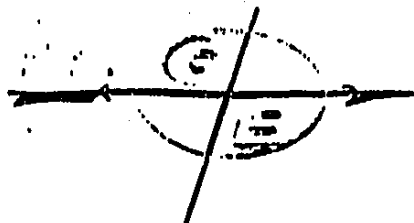
Beginning at a point 189.75 feet North $0^{\circ}05'44''$ East along the East line
of said Block 5, and 7.00 feet South $89^{\circ}54'14''$ West from the Southeast corner
of Lot 1 of said Block 5; said point of beginning being 40.00 feet perpendicularly
distant Westerly from the Centerline of 900 East Street; and running thence
South $89^{\circ}54'14''$ West 100.00 feet; thence South $0^{\circ}05'44''$ West 24.79 feet;
thence South $89^{\circ}53'$ West 30.00 feet; thence North $0^{\circ}05'44''$ East 104.80
feet; thence North $44^{\circ}59'59''$ East 28.33 feet; thence North $89^{\circ}54'14''$ East
110.00 feet to a point being 40.00 feet perpendicularly distant Westerly
from the Centerline of 900 East Street; thence South $0^{\circ}05'44''$ West 100.00
feet along a line parallel to and being 40.00 feet perpendicularly distant
Westerly from said Centerline of 900 East Street to the point of beginning.

Contains 13,544 Square Feet or
0.311 Acre

300-6167 ext 461

200-6159 ext 825

EXHIBIT A



GREAT BASIN ENGINEERING, INC.

Consulting Engineers and Land Surveyors

P.O. Box 9307

Ogden, Utah

Zip Code 84409

3505 Grant Avenue

Ogden (801) 394-4813

Salt Lake (801) 521-8529

Part B

August 6, 1976

SMITH MANAGEMENT STORE #133

4500 SOUTH AND 900 EAST

PAD 'B'

DESCRIPTION

A part of Block 5, 10-Acre Plat "A", Big Field Survey, in Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 107.00 feet South 89°53' West along the South line of said Block 5, and 20.00 feet North 0°05'44" East from the Southeast corner of Lot 1 of said Block 5, said point of beginning being 53.00 feet perpendicularly distant Northerly from the Centerline of 4500 South Street; and running thence South 89°53' West 120.00 feet along a line being parallel to and 53.00 feet distant Northerly from the Centerline of 4500 South Street; thence North 0°05'44" East 145.00 feet; thence North 89°53' East 120.00 feet; thence South 0°05'44" West 145.00 feet to the point of beginning.

Contains 17,400 Square Feet or

0.399 Acre

2024-11-59 REC-828
303-6167 REC-462

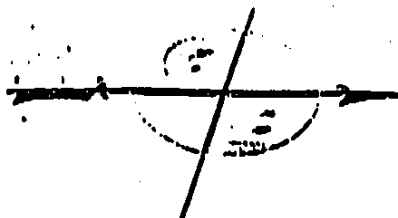


EXHIBIT A

GREAT BASIN ENGINEERING, INC.

Consulting Engineers and Land Surveyors
P.O. Box 9307
Ogden, Utah
Zip Code 84409
3502 Grant Avenue
Ogden (801) 294-4515
Salt Lake (801) 521-8529

Revised Date August 6, 1986
August 8, 1986

SMITH'S MANAGEMENT STORE #133
4500 SOUTH AND 900 EAST
SHOPS PARCEL
DESCRIPTION

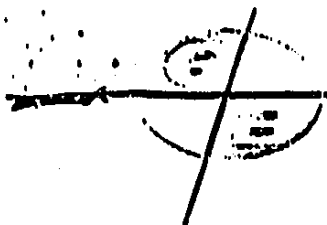
A part of Block 5, 10-Acre Plat "A", Big Field Survey in Section 5,
Township 2 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 304.75 feet North 0°05'44" East along the East line
of said Block 5, and 7.00 feet South 89°54'14" West from the Southeast corner
of Lot 1 of said Block 5, said point of beginning being 40.00 feet perpendicularly
distant Westerly from the Centerline of 900 East Street; and running thence
South 89°54'14" West 130.42 feet; thence South 44°59'59" West 37.19 feet;
thence South 89°54'14" West 117.60 feet; thence North 0°05'46" West 221.49
feet along the East line of the Smith's Building; thence North 89°54'14" East
275.00 feet to a point being 40.00 feet perpendicularly distant Westerly
from the Centerline of 900 East Street; thence South 0°05'44" West 15.00 feet
along a line parallel to and being 40.00 feet perpendicularly distant Westerly
from the Centerline of 900 East Street; thence South 89°54'14" West 35.19 feet;
thence South 0°05'44" West 165.24 feet; thence North 89°54'14" East 35.19
feet to a point being 40.00 feet perpendicularly distant Westerly from the
Centerline of 900 East Street; thence South 0°05'44" West 15.00 feet along
a line parallel to and being 40.00 feet perpendicularly distant Westerly from
the Centerline of said 900 East Street to the point of beginning.

Contains 1.176 Acres

2016159 REC 827

2016167 REC 463


GREAT BASIN ENGINEERING, INC.

Consulting Engineers and Land Surveyors
 P.O. Box 9307
 Ogden, Utah
 Zip Code 84409

3303 Grant Avenue
 Ogden (801) 394-4515
 Salt Lake (801) 521-8529

August 6, 1986

SMITH'S MANAGEMENT STORE #133
 4500 SOUTH AND 900 EAST
 SMITH'S PARCEL 1
DESCRIPTION

A part of Block 5, 10-Acre Plat "A", Big Field Survey, in Section 5,
 Township 2 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 227.00 feet South $89^{\circ}53'$ West along the South
 line of said Block 5, and 20.00 feet North $0^{\circ}05'44''$ East from the Southeast
 corner of Lot 1 of said Block 5, said point of beginning being 53.00 feet
 perpendicularly distant Northerly from the Centerline of 4500 South Street;
 and running thence South $89^{\circ}53'$ West 414.70 feet along a line parallel to
 and being 53.00 feet perpendicularly distant Northerly from the Centerline
 of said 4500 South Street; thence North $0^{\circ}09'59''$ East 562.40 feet along an
 existing boundary line fence; thence North $89^{\circ}54'14''$ East 441.00 feet; thence
 South $0^{\circ}05'44''$ West 57.18 feet; thence North $89^{\circ}54'14''$ East 193.00 feet to a
 point being 40.00 feet perpendicularly distant Westerly from the Centerline of
 900 East Street; thence South $0^{\circ}05'44''$ West 25.00 feet along a line parallel to and
 being 40.00 feet distant Westerly from the Centerline of said 900 East Street;
 thence South $89^{\circ}54'14''$ West 275.00 feet to the East line of Smith's Building;
 thence South $0^{\circ}05'46''$ East 221.49 feet along said East building line; thence
 North $89^{\circ}54'14''$ East 117.60 feet; thence North $44^{\circ}59'59''$ East 37.19 feet;
 thence North $89^{\circ}54'14''$ East 130.42 feet to a point being 40.00 feet perpendicularly
 distant Westerly from the Centerline of 900 East Street; thence South $0^{\circ}05'44''$ West
 15.00 feet along a line parallel to and being 40.00 perpendicularly distant
 Westerly from the Centerline of 900 East Street; thence South $89^{\circ}54'14''$ West

2024 6159 EUC 828
 2024 6167 FSC 464

EXHIBIT A

SMITH'S MANAGEMENT STORE NO. 133
PARCEL 1

-2-

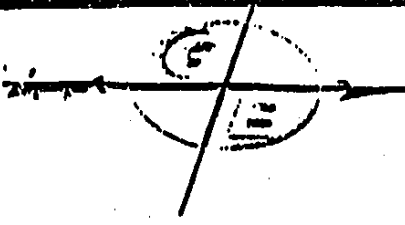
110.00 feet; thence South $44^{\circ}59'59''$ West 28.33 feet; thence South $0^{\circ}05'44''$ West
104.80 feet; thence South $89^{\circ}53'$ West 90.00 feet; thence South $0^{\circ}05'44''$ West
145.00 feet to the point of beginning.

Contains 5.525 Acres

2007 6167 PAGES 465

~~2007 6159 PAGES 829~~

EXHIBIT A



GREAT BASIN ENGINEERING, INC.

P.O. Box 9307
Ogden, Utah
Zip Code 84409

3505 Grant Avenue
Ogden (801) 394-4515
Salt Lake (801) 521-8529

8
August 6, 1986

SMITH'S MANAGEMENT STORE #133
4500 SOUTH AND 900 EAST
SMITH'S PARCEL 2
DESCRIPTION

A part of Block 5, 10-Acre Plat "A", Big Field Survey in Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:
Beginning at a point 319.75 feet North 0°05'44" East along the East line of said Block 5, and 7.00 feet South 89°54'14" West from the Southeast corner of said Lot 1; said point of beginning being 40.00 feet perpendicularly distant Westerly from the Centerline of 900 East Street; and running thence South 89°54'14" West ^{35.17}~~72.10~~ feet; thence North 0°05'44" East 165.24 feet; thence North 89°54'14" East ^{35.17}~~72.10~~ feet to a point being 40.00 feet perpendicularly distant Westerly from the Centerline of 900 East Street; thence South 0°05'44" West 165.24 feet along a line parallel to and being 40.00 feet perpendicularly distant Westerly from said Centerline of 900 East Street to the point of beginning.

5815
Contains ~~31790~~ Square Feet or
2.24 Acres

revised Aug 8, 86

20046159 REC 839
20046167 REC 466