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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: REBECCA GRAY , DEPUTY

**FOURTH AMENDMENT TO AND TOTAL RESTATEMENT
OF COMMON AREA MAINTENANCE AGREEMENT**

5396349

THIS FOURTH AMENDMENT TO AND TOTAL RESTATEMENT OF COMMON AREA MAINTENANCE AGREEMENT ("AGREEMENT") is made as of the 27th day of OCTOBER, 1992, between GFI LTD. II - W.V.C. INVESTMENTS, LTD., a Utah limited partnership ("First Party"), ALBERTSON'S, INC., a Delaware corporation, and ALBERTSON'S REALTY, INC., an Idaho corporation (jointly "Albertson's"), WALTER GASSER, TRUSTEE, FOR WALT GASSER & ASSOCIATES, INC. EMPLOYEES PROFIT SHARING PLAN ("Profit Sharing Plan"), MILLSTREAM, LTD., a Utah limited partnership ("Millstream"), ONE LIBERTY PROPERTIES, INC., a Maryland corporation ("Liberty"), CANNON SUPER WASH, INC., a Utah corporation ("Super Wash"), and PAYLESS DRUG STORES NORTHWEST, INC., a Maryland corporation ("PayLess").

FIRST AMERICAN TITLE
RMP# 277454

RECITALS:

A. First Party and Albertson's entered into a Declaration of Restrictions and Grant of Easements and Common Area Maintenance Agreement, each dated July 28, 1983, recorded in the records of Salt Lake County July 29, 1983, covering real property located in the northwest corner of the intersection of 5600 West and 3500 South in West Valley City, County of Salt Lake, State of Utah, originally consisting of various separate parcels, identified therein as Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 12 and 13, and such parcels are sometimes individually referred to herein as an "Original Parcel." The Declaration of Restrictions and Grant of Easements as the same has been amended on October 13, 1983, on

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March 22, 1985, on February 26, 1986, and on May 7, 1992, shall be referred to herein as the "Declaration" and the Common Area Maintenance Agreement as the same has been amended on October 13, 1983, on March 22, 1985, and on March 14, 1986, shall be referred to herein as the "CAMA".

B. General: Parcels 1, 2, 4, 5, 6, 7, 8, 9, 11, 12, 13A and 13B are collectively referred to as the "Shopping Center", which Parcels are more particularly described in Exhibit "B" attached hereto and incorporated herein. Parcels 1, 2, 4, 5, 6, 7, 8, 9, 11, 12, 13A or 13B are sometimes individually referred to as "Parcels". The Site Plan attached to this restated CAMA as Exhibit "A" is incorporated herein by this reference. From and after the effective date of this restated CAMA, any reference in this restated CAMA to the "Site Plan" or to Exhibit "A" shall mean and refer to the Site Plan which is attached hereto as Exhibit "A".

C. Parcel 1 is currently owned by Liberty. Parcel 2 is currently owned by PayLess (which consists of original Parcels 2, 3 and 6 as well as an additional parcel located adjacent to the west boundary line of the former Parcel 6 and now included as part of the Shopping Center with Parcel 2). Parcel 4 is currently owned by Beta Fore. Parcel 5 is currently owned by Super Wash. Parcel 7 is currently owned by Albertson's Realty. Parcel 11, which has been added to the Shopping Center pursuant to the Fourth Amendment to the Declaration, is currently owned by Profit Sharing Plan.

Parcel 6 (which consists of a part of the Original Parcel 6 as well as an additional parcel located adjacent to the west boundary line of the Original Parcel 6 and now included as part of the Shopping Center with Parcel 6) and Parcels 8, 9, 12, 13A and 13B are currently owned by First Party. Parcels 13A and 13B were formerly combined as Original Parcel 13.

D. By virtue of the Declaration, the owners have imposed certain covenants, conditions and restrictions upon their Parcels and have executed reciprocal easements each in favor of the other covering those portions of the Shopping Center defined in the Declaration which are designated as "Common Area", namely, those portions of the Shopping Center which are not shown as "Building Area" on the Site Plan attached hereto as Exhibit "A" and incorporated herein.

E. The parties hereto desire to make certain further changes to the CAMA and to restate the CAMA as previously amended in its entirety as hereinafter set forth, in order to provide for the common maintenance and insurance of the Common Area within the Shopping Center as hereinafter provided.

NOW THEREFORE, the CAMA is hereby amended and restated to read and provide as follows:

I. MAINTENANCE STANDARDS

1.1 The Maintenance Director shall, except as hereinafter provided, maintain the Common Area at all times in good and clean

condition and repair, said maintenance to include, but not be limited to, the following:

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

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

(c) Placing, keeping in repair, and replacing any necessary or appropriate directional signs, markers and lines;

(d) Operating, keeping in repair, and replacing when necessary, such artificial lighting facilities as shall be reasonably required (except for the After Hours Lighting mentioned in Article 2 below);

(e) Maintaining all landscaped areas including those on the perimeter of the Shopping Center and repairing automatic sprinkler systems and water lines and making replacements of shrubs and other landscaping as is necessary; and

(f) Maintaining and repairing any and all walls, common storm drains, utility lines, sewers and other services which are necessary for the operation of the buildings and improvements within the Shopping Center.

1.2 In addition to the foregoing, the Maintenance Director shall provide general public liability insurance insuring: First Party, Albertson's and all persons who now or hereafter own or hold portions of the Shopping Center or building space within the Shopping Center or any leasehold estate or other interest therein as their respective interests may appear (provided that the Maintenance Director is notified in writing of such interest) against claims for personal injury, death or property damage occurring in, upon or about the Common Area. Such insurance shall be written with an insurer licensed to do business in the State of Utah, and Albertson's and PayLess shall each be named on the policy as an additional insured. The limits of liability of all such insurance shall be no less than \$2,000,000 for injury to or death of any one person, \$2,000,000 for injury to or death of more than one person in one occurrence and \$500,000 with respect to damage to property; or, in lieu of such coverage, a combined single limit (covering bodily injury and property damage liability) with a limit of not less than \$2,000,000. The Maintenance Director shall furnish Albertson's and PayLess with certificates evidencing such insurance. The policies of such insurance shall provide that the insurance represented by such certificates shall not be changed or cancelled without the giving of ten (10) days written notice to the holders of such insurance and the holders of such certificates.

II. LIGHTING

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

III. TAXES

3.1 Each owner shall pay direct to the tax collector when due, the real property taxes and other special taxes and assessments assessed against the owner's Parcel, including the portion of the Common Area on such owner's Parcel.

IV. MAINTENANCE DIRECTOR

4.1 The owners hereby appoint First Party as Maintenance Director of the Shopping Center Common Area.

4.2 The owners of at least four (4) Parcels (provided that Parcels 2 and 7 are included within such group), may remove the Maintenance Director by executing and filing of record and serving

on the owners of the remaining Parcels an instrument stating that the Maintenance Director has been removed in which event the owners of the parcels constituting a majority of the floor area of all buildings constructed and in operation within the Shopping Center shall appoint another owner to be the new Maintenance Director (provided that Parcels 2 and 7 are included within such majority).

4.3 The Maintenance Director shall have the right, upon giving ninety (90) days' prior written notice to all owners and tenants of the Shopping Center, to resign as Maintenance Director; whereupon a new Maintenance Director shall then be appointed with the approval of the owners of the Parcels constituting a majority of the floor area of all buildings constructed and in operation within the Shopping Center (provided that Parcels 2 and 7 are included within such majority).

V. REIMBURSEMENT OF MAINTENANCE DIRECTOR

5.1 The Maintenance Director shall contract for and pay for all of the items enumerated as maintenance and insurance expenses in Article 2 herein, provided that the Maintenance Director shall not contract for or pay for any item the pro rata share of which for any Parcel exceeds Two Thousand Dollars (\$2,000.00) without the prior written consent of the owner of that Parcel.

5.2 At least thirty (30) days prior to the initial commencement of the cleaning and sweeping of the Common Area and any other Common Area maintenance work done on a regular basis, the Maintenance Director shall submit said Common Area maintenance work

for bid to at least four (4) bidders approved in writing by the owners of Parcels 2, 7, 13A and 13B, which approval shall not be unreasonably withheld. The names of the bidding contractors or companies and the amount of their respective bids shall be furnished to the owners of Parcels 2, 7, 13A and 13B by the Maintenance Director within ten (10) days after receipt thereof. The Maintenance Director shall award the contract to the low bidder unless the prior written consent of the owners of Parcels 2, 7, 13A and 13B to award the contract to a high bidder is obtained by the Maintenance Director.

5.3 The owners of all the Parcels shall cause the Maintenance Director to be reimbursed for all its out-of-pocket expenses in performing such services plus a maximum service charge of ten percent (10%) of said expenses to cover administration costs; provided, however, that the ten percent (10%) service charge shall not exceed Five Hundred Dollars (\$500.00) for any individual item of service performed without the prior written approval of the owners of at least four (4) Parcels (provided that Parcels 2 and 7 are included within such group).

5.4 The Maintenance Director agrees to operate on a nonprofit basis with an end to keeping such expenses at a reasonable minimum.

VI. BILLING FOR EXPENSES

6.1 The owner of each Parcel (or its respective delegates, tenants, or agents, as it may direct) shall be billed quarterly for its pro rata share of all expenses incurred by the Maintenance

Director in maintaining the Common Area as provided above including the ten percent (10%) administration cost in Article 6 above, with the first billing date being the last day of the first full calendar quarter following the date of the completion of the Common Area Improvements.

6.2 (a) For purposes of this CAMA, Parcel 11 is included into Parcel 13B. First Party and Profit Sharing Plan shall develop, maintain, repair and insure Parcel 11 and 13B separately from the remainder of the Shopping Center at their sole cost and expense (it being understood that none of the other parties to this Agreement shall be liable for any costs relating to the same) in a manner and at a level of quality at least equal to that required for the remainder of the Shopping Center pursuant to this Agreement. No other party to this Agreement shall be responsible for any costs in any way relating to the "Kmart Addition" (referred to in the Fourth Amendment to the Declaration of Restrictions and Grant of Easements) r Parcel 11, or any other additional property or Common Area improvements necessitated by or due to the Kmart Addition (all of the foregoing sometimes collectively referred to herein as the "Additional Property") including, without limitation any costs relating to the purchase, development, insurance, ownership, improvement or maintenance of the Additional Property

(b) Pursuant to Article 10.1 of the CAMA, Super Wash shall maintain and repair the common area of Parcel 5, and Super Wash shall at its sole cost and expense (i) maintain and repair the

asphalt surface area on Parcel 5 consistent with the maintenance standards applicable to the rest of the Shopping Center, and (ii) repair any damage to any asphalt surface in the Shopping Center which is within the area of forty (40) feet from the boundary line of Parcel 5 or within the two adjacent drive approaches to the Shopping Center, to the extent such damage is caused, outside of the ordinary wear and tear, by the waste water from Parcel 5, provided that without limiting the foregoing, in no event shall any other party to this Agreement be charged with or liable for any Common Area (or other) expenses uniquely relating to Parcel 5 being used as a car wash. Super Wash will continue to proportionately participate in those other common area maintenance costs, relating to the Shopping Center as a whole, which cannot be practicably segregated or allocated between the parcels. Such proportionate costs shall be determined in a manner consistent with the CAMA. All parties to this CAMA hereby consent to this election by Super Wash.

(c) Pursuant to Article 10.1 of the CAMA, First Party exercises its right to elec. to maintain and repair the common area of Parcel 6. Such election requires that First Party assume the cost and expense of the maintenance of the common area within Parcel 6 in the same manner as provided for Parcels 11 and 13B in Paragraph 6.2(a) above. The Owner or occupant of Parcel 6 will continue to proportionately participate in those other common area maintenance costs, relating to the Shopping Center as a whole,

which cannot be practicably segregated or allocated between the parcels. Such proportionate costs shall be determined in a manner consistent with the CAMA. All parties to this CAMA hereby consent to this election by First Party.

6.3 The percentage shares of each owner currently participating in the Common Area Maintenance program as provided herein shall be as follows:

<u>Owner</u>	<u>Parcel</u>	<u>Maximum Building Area</u>	<u>Percent</u>
One-Liberty Prop.	Parcel 1	3,200 sq. ft.	3.212%
PayLess Drug	Parcel 2	27,756 sq. ft.	27.864%
Beta Fore	Parcel 4	3,500 sq. ft.	3.514%
Super Wash	Parcel 5	N/A	--
First Party	Parcel 6	N/A	--
Albertson's	Parcel 7	42,457 sq. ft.	42.622%
First Party	Parcel 8	4,200 sq. ft.	4.216%
First Party	Parcel 9	3,900 sq. ft.	3.915%
First Party	Parcel 13A	14,600 sq. ft.	14.657%
First Party	Parcel 13B (Parcel 11) Kmart Parcel (Kmart)	N/A	--
TOTAL:		99,613 sq. ft.	100.00%

6.4 The percentage shares of all owners, including those not participating in the Common Area Maintenance program as provided herein, for those other common area maintenance costs relating to

the Shopping Center as a whole, which cannot be practically segregated or allocated between the parcels, shall be as follows:

<u>Owner</u>	<u>Parcel</u>	<u>Maximum Building</u>	
		<u>Area</u>	<u>Percent</u>
One-Liberty Prop.	Parcel 1	3,200 sq. ft.	3.103%
PayLess Drug	Parcel 2	27,756 sq. ft.	26.918%
Beta Fore	Parcel 4	3,500 sq. ft.	3.395%
Super Wash	Parcel 5	3,500 sq. ft.	3.395%
First Party	Parcel 6	--	--
Albertson's	Parcel 7	42,457 sq. ft.	41.175%
First Party	Parcel 8	4,200 sq. ft.	4.073%
First Party	Parcel 9	3,900 sq. ft.	3.782%
First Party	Parcel 13A	14,600 sq. ft.	14.159%
First Party	Parcel 13B (Parcel 11) Kmart Parcel (Kmart)	N/A	N/A
TOTAL:		103,113 sq. ft.	100.00%

6.5 The Maximum Building Area for Parcel 6, as well as the Expansion Area as set forth for Parcel 7, shall not be included in the calculation of percentage shares above until and unless buildings are constructed on said Areas. In the event said buildings are constructed or expanded or the total square foot area of any buildings allowed to be built in the Shopping Center are otherwise increased, the percentages shall be adjusted accordingly.

VII. EFFECT OF SALE BY OWNER

7.1 If any owner of a Parcel sells its Parcel, then after the date of sale, such owner shall have no further obligation under this Agreement with respect to such Parcel sold; provided, however, the selling owner shall remain liable for obligations incurred prior to said sale.

VIII. DEFAULT IN PAYMENT OF EXPENSES

8.1 In the event any owner fails or refuses at any time to pay when due its share of the maintenance and insurance expenses as set forth above, then legal action may be instituted against the defaulting owner for reimbursement plus interest on the unpaid principal balance at the prime interest rate charged by First Interstate Bank of Utah to major commercial borrowers plus four percent (4%), or at the highest rate allowed by law, whichever is less. Furthermore, the other owners shall have a lien on the Parcel of the defaulting owner for the amount of the expenses, which amount shall bear interest at the prime interest rate charged by First Interstate Bank of Utah to major commercial borrowers plus four percent (4%), or at the highest rate allowed by law, whichever is less, until paid; provided, that if there be a bona fide dispute as to the existence of such default or of the amount due and all undisputed amounts are paid, there shall be no right to place a lien on such owner's parcel until such dispute is settled by final court decree or mutual agreement.

8.2 In the event an owner fails to pay taxes and assessments when due, any other owner may pay such taxes if such taxes are delinquent and the owing owner has not commenced and is not duly prosecuting any contest of such taxes. The curing owner shall then bill the defaulting owner for the expenses incurred. The defaulting owner shall have fifteen (15) days within which to pay the bill; if the defaulting owner does not so pay, the curing owner shall have a lien on the Parcel of the defaulting owner for the amount of the bill, which amount shall bear interest at the prime interest rate charged by First Interstate Bank of Utah to major commercial borrowers plus four percent (4%), or at the highest rate allowed by law, whichever is less, until paid; provided, that if there be a bona fide dispute as to the existence of such default or of the amount due and all undisputed amounts are paid, there shall be no right to place a lien on any owner's Parcel until such dispute is settled by final court decree or mutual agreement.

8.3 In addition to the foregoing, if any owner defaults under this Agreement, any other owner may institute legal action against the defaulting owner for specific performance, declaratory relief, damages, or other suitable legal or equitable remedy. In addition to recovery of the sums so expended on behalf of the defaulting owner, the prevailing party in the action shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party in any such action.

IX. LIEN FOR EXPENSES OR TAXES

9.1 The lien provided for in Article 8 above shall only be effective when filed for record by the curing owner as a claim of lien against the defaulting owner in the Office of the County Recorder of Salt Lake County, Utah, signed and verified, which shall contain at least:

(a) A statement of the unpaid amount of costs and expenses;

(b) A description sufficient for identification of that portion of the property of the defaulting owner which is the subject of the lien; and

(c) The name of the owner or reputed owner of the property which is the subject of the alleged lien.

9.2 The lien, when so established against the real property described in the lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing the lien. The lien shall be for the use and benefit of the person curing the default of the defaulting owner, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

X. RIGHT TO MAINTAIN PARCEL SEPARATELY

10.1 Any owner may, at any time and from time to time, upon at least sixty (60) days notice to the Maintenance Director and the other owners, elect to assume the obligations of the Maintenance Director to maintain and repair such owner's portion of the Common

Areas, except for repaving, lighting and insurance, and other costs which cannot be practicably segregated or allocated between the parcels, which costs shall continue to be proportionately paid for by each owner pursuant to the formula in Article 6.4 of this Agreement. Notwithstanding the foregoing, should the Owner of Parcel 6 elect to assume the obligation to maintain and repair its portion of the Common Area, Parcel 6 shall not be subject to assessment for lighting costs or for repaving any portion of the Common Area other than access easements and service drives as defined in the Exhibits hereto. In the event of the assumption by any owner, such owner agrees to maintain and repair its portion of the Common Areas at its sole cost and expense in a manner and at a level of quality at least comparable to that of the Maintenance Director. Any owner may also elect to terminate its obligations to maintain and repair its own portion of the Common Areas by giving at least sixty (60) days' prior notice to the Maintenance Director, in which event the Maintenance Director shall resume its duties and the owner so electing agrees to pay for its pro rate share of costs pursuant to the formula in Article 6.3.

XI. RESPONSIBILITY IF NO MAINTENANCE DIRECTOR

11.1 In the event there should at any time cease to be a Maintenance Director, each owner shall be responsible for the maintenance, insurance and lighting of its own Parcel according to the standards herein enumerated, as well as the provision for insurance as to its Parcel. If any owner fails to perform such

obligations, such failure shall constitute a default, in which case any other owner may cause the performance of the obligations and bill the defaulting owner for the expenses incurred. In such event, the applicable provisions and remedies of Articles 8 and 9 shall apply.

XII. SALE AND LEASEBACK BY ALBERTSON'S OR SECOND PARTY

12.1 In the event Albertson's sells Parcel 7, and becomes the lessee thereon, Albertson's shall have all of the rights and obligations of the owners of Parcel 7 including, without limitations, the right to appoint and remove the Maintenance Director and to give other approvals, so long as Albertson's has a leasehold estate in or is a lessee of Parcel 7. In the event PayLess sells Parcel 2, and becomes the lessee thereon, PayLess shall have all of the rights and obligations of the owners of Parcel 2 including, without limitations, the right to appoint and remove the Maintenance Director and to give other approvals, so long as PayLess has a leasehold estate in or is a lessee of Parcel 2.

XIII. GENERAL PROVISIONS

13.1 This Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

13.2 This Agreement shall have a term of sixty-five (65) years from the date hereof, unless earlier terminated by the mutual

agreement of the owners; provided, that this Agreement shall terminate automatically upon the termination of the Declaration.

13.3 Notwithstanding any of the provisions of this Agreement, a breach of any of the conditions and covenants contained herein shall not defeat, affect or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but such conditions and covenants shall be binding and effective against any owner of any Parcel or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

13.4 Each condition and covenant respecting any one Parcel shall be appurtenant to and for the benefit of the other Parcels and each part thereof. Each condition and covenant respecting any one Parcel shall be a burden thereon for the benefit of the other Parcels and each part thereof, and shall run with the land.

XIV. SALE AND SALE-LEASEBACK PURCHASER

14.1(a) Notwithstanding anything to the contrary contained in this Agreement, it is expressly agreed that in the event Albertson's sells Parcel 7 to an unaffiliated third party and thereafter enters into a net lease for such property with such third party or its lessee or sublessee (hereinafter referred to collectively as the "Net Lessor"), so long as Albertson's is in possession of the property as a net lessee the parties hereto shall look solely to Albertson's (and Albertson's shall be liable therefor) for the performance of any obligations either Albertson's or the Net Lessor shall have under this Agreement and the Net

Lessor shall be relieved of any obligation for the performance of or liability for the covenants, terms, agreements and restrictions set forth herein relating to either Albertson's or Parcel 7.

14.1(b) Notwithstanding anything to the contrary contained in this Agreement, it is expressly agreed that in the event PayLess sells Parcel 2 to an unaffiliated third party and thereafter enters into a net lease for such property with such third party or its lessee or sublessee (hereinafter referred to collectively as the "Net Lessor"), so long as PayLess is in possession of the property as a net lessee the parties hereto shall look solely to PayLess (and PayLess shall be liable therefor) for the performance of any obligations either PayLess or the Net Lessor shall have under this Agreement and the Net Lessor shall be relieved of any obligation for the performance of or liability for the covenants, terms, agreements and restrictions set forth herein relating to either PayLess or Parcel 2.

14.2(a) If, as a result of any termination or expiration of the interest of Albertson's or its successors or assigns as net lessee of Parcel 7 or any surrender thereof to the Net Lessor or any nominee of the Net Lessor which shall hold said interest for the benefit of the Net Lessor, the Net Lessor shall become liable for the performance of the thereafter accruing obligations under and pursuant to the terms of this Agreement, and if the Net Lessor fails to perform any covenant, term agreement, or condition contained in this Agreement upon its part to be performed, and if

as a consequence of such default any other party to this Agreement shall recover a money judgment or other judicial process requiring the payment of money against the Net Lessor, such judgment shall be satisfied only out of, and the sole and exclusive remedy of any such party shall be against, the proceeds of sale received upon execution of such judgment levied thereon against the right, title and interest of the Net Lessor in Parcel 7 and out of the rents and other income or revenue from such property receivable by the Net Lessor, or out of the consideration received by the Net Lessor from the sale or other disposition (including a condemnation) of all or any part of the Net Lessor's right, title and interest in such property and the improvements thereon or out of the insurance proceeds received by the Net Lessor respecting any casualty affecting the improvements on the property, and neither the Net Lessor, nor any partner thereof shall be personally liable for such judgment nor for any deficiency in the payment of such judgment.

14.2(b) If, as a result of any termination or expiration of the interest of PayLess or its successors or assigns as net lessee of Parcel 2 or any surrender thereof to the Net Lessor or any nominee of the Net Lessor which shall hold said interest for the benefit of the Net Lessor, the Net Lessor shall become liable for the performance of the thereafter accruing obligations under and pursuant to the terms of this Agreement, and if the Net Lessor fails to perform any covenant, term agreement, or condition contained in this Agreement upon its part to be performed, and if

as a consequence of such default any other party to this Agreement shall recover a money judgment or other judicial process requiring the payment of money against the Net Lessor, such judgment shall be satisfied only out of, and the sole and exclusive remedy of any such party shall be against, the proceeds of sale received upon execution of such judgment levied thereon against the right, title and interest of the Net Lessor in Parcel 2 and out of the rents and other income or revenue from such property receivable by the Net Lessor, or out of the consideration received by the Net Lessor from the sale or other disposition (including a condemnation) of all or any part of the Net Lessor's right, title and interest in such property and the improvements thereon or out of the insurance proceeds received by the Net Lessor respecting any casualty affecting the improvements on the property, and neither the Net Lessor, nor any partner thereof shall be personally liable for such judgment nor for any deficiency in the payment of such judgment.

14.3 Such judgment and the satisfaction thereof out of the proceeds of sale received upon the aforesaid execution and levy against the right, title and interest in Parcel 7 and/or Parcel 2 the improvements thereon and/or out of the aforesaid rents or other income or revenue, and/or out of the aforesaid consideration from the sale or other disposition thereof or said insurance proceeds shall in all events be subject to the lien of any first mortgage or deed of trust upon all or any portion of such property.

The foregoing Agreement shall supersede and replace the CAMA as previously recorded including all amendments thereto.

EXECUTED as of the date first above written.

G.F.I. LTD. II - W.V.C.
INVESTMENTS, LTD.,
a Utah limited partnership

By: [Signature]
Its: General Partner

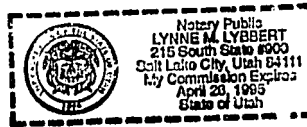
STATE OF Utah)
) : ss.
COUNTY OF Davis)

On the 5th day of Nov., 1992, personally appeared before me G. Walter Casadei, who, being by me duly sworn, did say that he is a General Partner of G.F.I. LTD. II - W.V.C. INVESTMENTS, LTD., a limited partnership, and that he was authorized to, and did, execute the foregoing Amendment as a General Partner in said partnership.

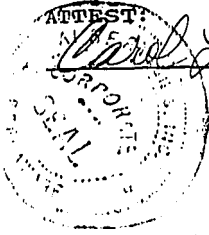
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NOTARY PUBLIC

[SEAL]

Ucla\508
09/15/92



ALBERTSON'S, INC.,
a Delaware corporation



By: Carol L. Wood
Its: V.P., Real Estate Law

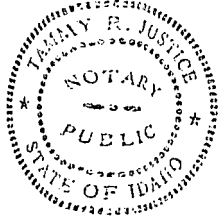
STATE OF Idaho)
COUNTY OF Ada) ss.

On the 5th day of November, 1992, personally appeared before me William H. Arnold and Carol L. Wood who, being by me duly sworn, did say that they are the V.P., Real Estate Law and Asst. Secretary of ALBERTSON'S, INC., a Delaware corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said _____ and _____ acknowledged to me that said corporation executed the same.

Jimmy R. Justice
NOTARY PUBLIC

My commission expires: 1/24/95

[SEAL]



ALBERTSON'S REALTY, INC.,
an Idaho corporation

ATTEST:

Harol L. Wood

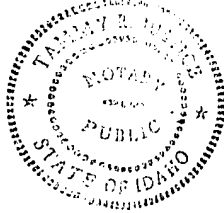
By: Quinn W. Arnold
Its: Vice President



STATE OF Idaho)
) ss.
COUNTY OF Ada)

On the 5th day of November, 1992, personally appeared before me William H. Arnold and Carol L. Wood who, being by me duly sworn, did say that they are the Vice President and Asst. Secretary of ALBERTSON'S, REALTY, INC., an Idaho corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Vice President and Asst. Secretary acknowledged to me that said corporation executed the same.

Tammy E. Justice
NOTARY PUBLIC
My commission expires: 11/24/95



[SEAL]

PROFIT SHARING PLAN:

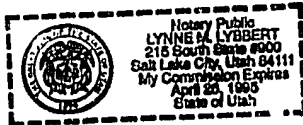
G. Walter Gasser, Trustee, for
Walt Gasser & Associates, Inc.
Employees Profit Sharing Plan

By: *G. Walter Gasser*
Its: _____ Trustee

STATE OF UTAH)
): ss.
COUNTY OF DAVIS)

On the 5th day of Nov., 1992, personally appeared before me G. WALTER GASSER, who, being by me duly sworn, did say that he is the Trustee for Walt Gasser & Associates, Inc. Employees Profit Sharing Plan and that he was authorized to, and did, execute the foregoing Amendment as Trustee of said Profit Sharing Plan.

[SEAL]




Lynne M. Lybbert
NOTARY PUBLIC

MILLSTREAM, LTD.,
a Utah limited partnership

By: *David M. Nelson*
Its: General Partner

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 7th day of December, 1992, personally appeared before me DAVID M. NELSON, who, being by me duly sworn, did say that he is a General Partner of MILLSTREAM, LTD., a Utah limited partnership, and that he was authorized to, and did, execute the foregoing Amendment as a General Partner in said partnership.

 Notary Public
STEPHEN W. HOTH
644 South 200 East
Salt Lake City, Utah 84111
My Commission Expires
September 4, 1994
State of Utah

Stephen W. Hoth
NOTARY PUBLIC

[SEAL]

ONE LIBERTY PROPERTIES, INC.
a Maryland corporation

By: _____
Its: _____

STATE OF _____)
 : ss.
COUNTY OF _____)

On the ____ day of _____, 1992, personally appeared before me _____ and _____, who, being by me duly sworn, did say that they are the _____ and _____ of ONE LIBERTY PROPERTIES, INC., a Maryland corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said _____ and _____ acknowledged to me that said corporation executed the same.

NOTARY PUBLIC

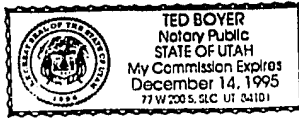
[SEAL]

CANNON SUPER WASH, INC.
a Utah corporation

By: [Signature]
Title: VICE PRESIDENT

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On the 7th day of December, 1992, personally appeared before me Rex B. Cannon and [Signature], who, being by me duly sworn, did say that they are the Vice President and [Signature] of CANNON SUPER WASH, INC., a Utah corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Rex B. Cannon and [Signature] acknowledged to me that said corporation executed the same.



[Signature]
NOTARY PUBLIC

[SEAL]

PAYLESS DRUG STORES
NORTHWEST, INC.
a Maryland corporation

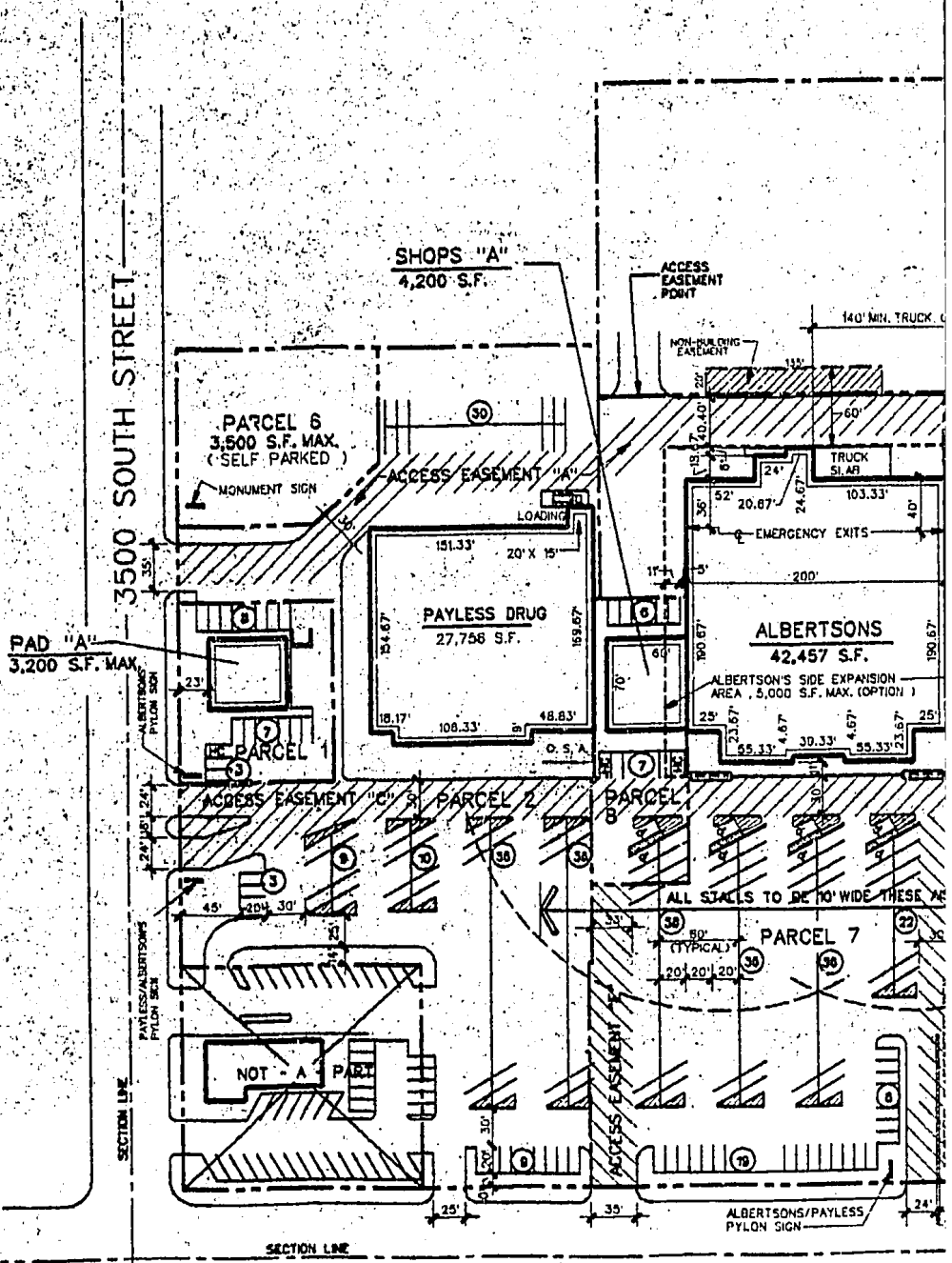
By: _____
Its: James W. Gaube
Vice President

STATE OF OREGON)
County of Clackamas) ss.

On this 27th day of October, 1992, before me, the undersigned Notary Public in and for said State, personally appeared James W. Gaube, known to me to be the Vice President of PAY LESS DRUG STORES NORTHWEST, INC., a Maryland corporation, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Tammy L. Ando
Notary Public for Oregon
My commission expires: 1-13-95





PAD "D"
3,260 S.F.
3,500 S.F. MAX.

BK 6574 PG 0158

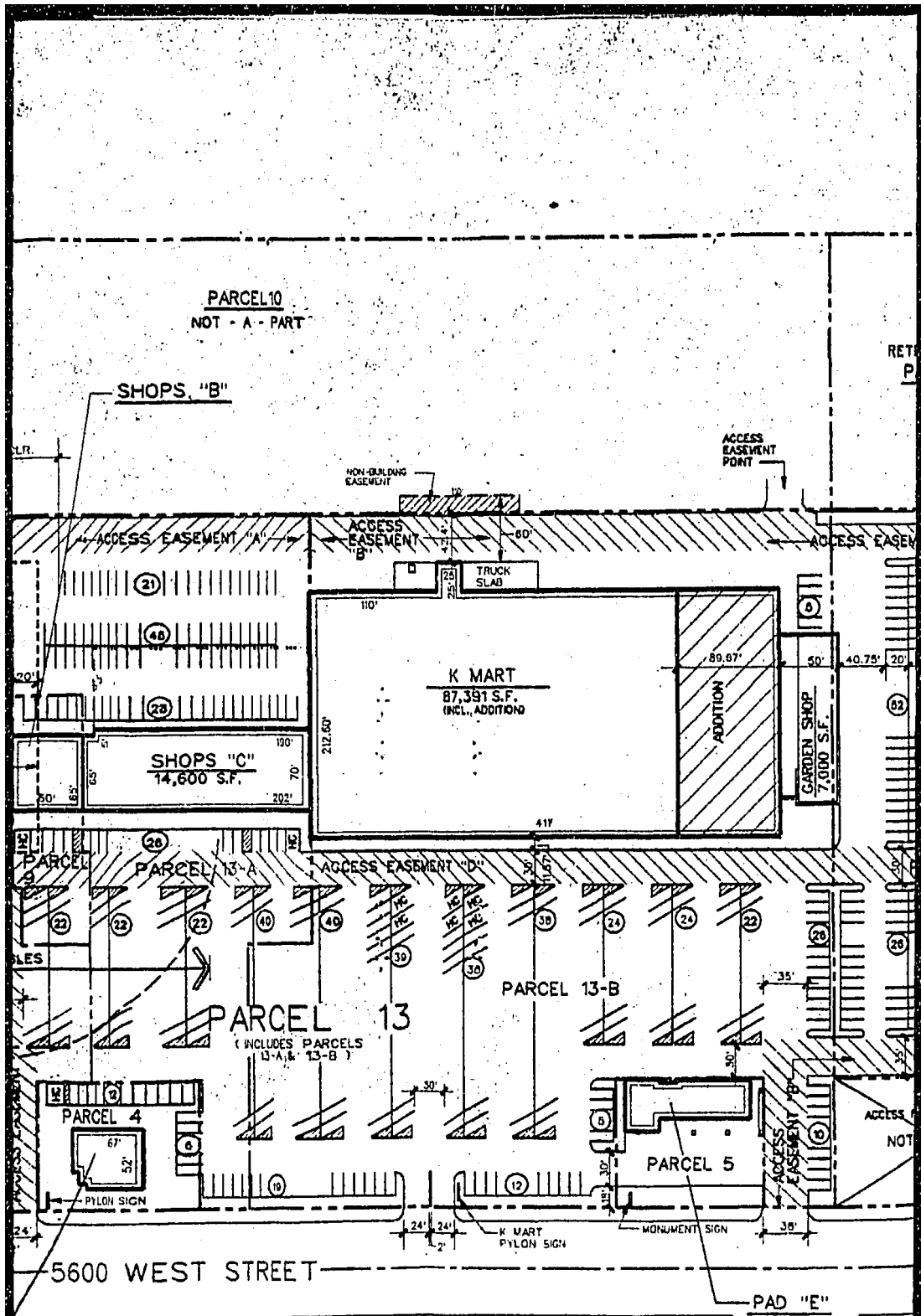
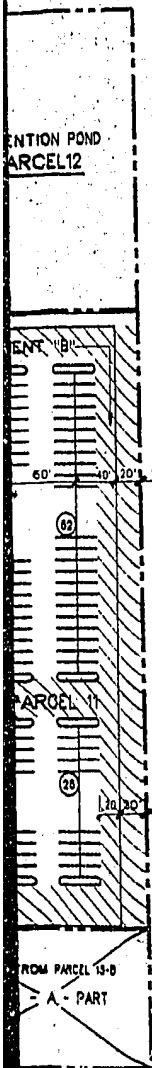


EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA	196,312 S.F.
TOTAL CARPARKS PROVIDED	1024
TOTAL CARPARKS W/IN 200' RAD.	189
TOTAL SITE AREA	1,090,489 S.F. (25.03 ac.)

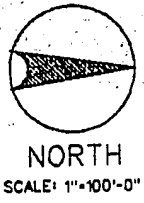
BK6574PG0159



Handwritten initials/signature

LEGEND

- PROPERTY/PARCEL LINE
- EXPANSION LIMIT LINE
- BUILDING AREA
- BUILDING LIMIT LINE



BK 6574 PG 0160

APPROVED BY:	DATE:
CHARMAN	SIGNED _____ 8-28-83
PRESIDENT	SIGNED _____ 8-28-83
EXEC. V.P./SD	SIGNED _____ 8-28-83
SR. V.P./REG.	SIGNED _____ 8-28-83
V.P./RE	SIGNED _____ 8-28-83
DR. OF ARCH.	_____

- WEH
- MR
- MR
- DRW
- MR
- DRW
- MR
- DRW
- MR
- DRW
- MR
- DRW
- MR
- DRW
- MR
- DRW

REVISIONS

11-28-81 R.A.C. REGRAN PLAN TO INCLUDE PARCELS 11 & 12. REV. PARCELS TO EXIST. LAYOUT, ADD K MART ADDN

4-18-82 RW ADD NON-CONV. DR. EXISTING. ADD DR. 13. REV. PAR. 13-A. A13-2.

1-20-83 RW NO. BUILD. EXITS. EXISTING. REV. EX. PATIEN. DEV. B.S.A. 2ND. COUNTY.

7-2-82 R.A.C. AND ACCESS EXMT. IN REV. PARCELS. SHOW BLDG. PERM. AT INTERSECTION. DEV. SIGNS. REV. ALL EXPN. LMT. ADD B.S. AT PARCEL 8.

1-25-82 RW CHANGE TO EXISTING. REV. EX. PATIEN. DEV. B.S.A. 2 REV. B.S.A.

8-28-83 RW REV. EX. PATIEN. DEV. DESIGNATIONS. REV. EX. PATIEN. DEV. B.S.A. 2 REV. B.S.A.

ALBERTSONS NO. 360 3420 SOUTH 5600 WEST WEST VALLEY CITY, UT

350 PAPERBATCH BLVD. BOOSE, IOWA 52728



DRAWN RAC CHECKED RW DATE 11-28-91

SHEET TITLE EXHIBIT "A" SITE PLAN

SHEET 1 OF 2 100-00

EXHIBIT "B"

Parcel 1:

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°59'10" West 137.50 feet; thence North 0°08'47" West 120.30 feet; thence North 89°50'10" East 137.46 feet; thence South 0°09'50" East 120.66 feet to the point of beginning. Contains 16,563.4 square feet or 0.380 acres.

Parcel 2:

Beginning at a point on the West line of 5600 West Street which point is North 0°09'50" West along the section line 354.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°50'10" West 170.00 feet; thence North 0°09'50" West 2.50 feet; thence South 89°50'10" West 139.50 feet; thence North 0°09'50" West 4.88 feet; thence South 89°50'10" West 197.40 feet; thence North 0°08'47" West 2.85 feet; thence South 89°58'47" West 131.15 feet; thence South 0°00'50" East 169.50 feet; thence North 89°59'10" East 94.83 feet; thence South 44°56'01" East 52.12 feet; thence South 0°08'47" East 116.60 to the north line of 3500 South Street; thence North 89°59'10" East along said North line 60.00 feet; thence North 0°08'47" West 120.30 feet; thence North 89°50'10" East 137.46 feet; thence South 0°09'50" East 120.66 feet to the North line of 3500 South Street; thence North 89°59'10" East along said North line 139.50 feet; thence North 0°09'50" West 183.00 feet; thence North 89°59'10" East 170.00 feet to the West line of 5600 West Street; thence North 0°09'50" West along said West line 131.10 feet to the point of beginning. Contains 3.12 acres, 135,980 square feet

Parcel 4:

Beginning at a point which is North 0°09'50" West along the section line 647.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 110.50 feet; thence North 0°09'50" West 139.00 feet; thence North 89°50'10" East 110.50 feet; thence South 0°09'50" East 139.00 feet to the point of beginning. Contains 15,359.5 square feet or 0.353 acres.

BK6574PG0161

Parcel 5:

Beginning at a point which is North 0°09'50" West along the section line 1157.53 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 110.50 feet; thence North 0°09'50" West 129.50 feet; thence North 89°59'10" East 110.50 feet; thence South 0°09'50" East 129.21 feet to the point of beginning. Contains 14,293.7 square feet or 0.328 acres.

Parcel 6:

Beginning at a point on a fence line and on the North line of 3500 South Street which point is South 89°59'10" West along the section line 692.00 feet and North 0°00'50" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence North 0°00'50" West along said fence 153.50 feet; thence North 89°59'10" East 94.83 feet; thence South 44°56'01" East 52.12 feet to a fence line; thence South 0°08'47" East along said fence 116.60 feet to the North line of 3500 South Street; thence South 89°59'10" West along said North line 131.90 feet to the point of beginning. Contains 19,543 square feet or 0.45 acres.

Parcel 7: (Albertson's Site)

Beginning at a point which is North 0°09'50" West along the section line 354.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 170.00 feet; thence North 0°09'50" West 2.50 feet; thence South 89°50'10" West 59.50 feet; thence North 0°09'50" West 72.88 feet; thence South 89°50'10" West 217.38 feet; thence South 0°08'47" East 5.00 feet; thence South 89°50'10" West 113.12 feet; thence North 0°09'50" West 5.00 feet; thence South 89°50'10" West 40.00 feet; thence North 0°09'50" West 200.00 feet; thence North 89°50'10" East 321.00 feet; thence North 0°09'50" West 7.12 feet; thence North 89°50'10" East 49.50 feet; thence North 0°09'50" West 60.00 feet; thence North 89°50'10" East 119.00 feet; thence South 0°09'50" East 49.50 feet; thence North 89°50'10" East 110.50 feet; thence South 0°09'50" East 293.00 feet to the point of beginning. Contains 148,003.2 square feet or 3.39 acres.

BK6574PG0162

Parcel 8: (Retail Shops No. 1)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 360.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 137.40 feet; thence North 0°08'47" West 68.00 feet; thence North 89°50'10" East 217.38 feet; thence South 0°09'50" East 72.88 feet; thence South 89°50'10" West 80.00 feet; thence North 0°09'50" West 4.88 feet to the point of beginning. Contains 15172.9 square feet or 0.348 acres.

Parcel 9: (Retail Shops No. 2)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 628.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 135.50 feet; thence North 0°09'50" West 60.00 feet; thence North 89°50'10" East 135.50 feet; thence North 0°09'50" West 7.12 feet; thence North 89°50'10" East 80.00 feet; thence South 0°09'50" East 60.00 feet; thence South 89°50'10" West 49.50 feet; thence South 0°09'50" East 7.12 feet; thence South 89°50'10" West 30.50 feet to the point of beginning.

Parcel 11:

Beginning on the West line of 5600 West Street at a point which is North 0°09'50" West along the section line 1346.60 feet and South 89°59'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 600.00 feet; thence North 0°09'50" West 185.30 feet; thence North 89°59'10" East 600.00 feet; to the West line of said 5600 West Street; thence South 0°09'50" East along said West line 185.30 feet to the point of beginning. Contains approximately 2.637 acres.

Parcel 12: (Retention Pond)

Beginning at a point which is South 89°59'10" West along the section line 653.00 feet and North 0°09'50" West 1346.60 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 237.00 feet; thence North 0°09'50" West 185.30 feet; thence North 89°59'10" East 237.00 feet; thence South 0°09'50" East 185.30 feet to the point of beginning. Contains 43,915.9 square feet or 1.008 acres.

8K6574P60163

Parcel 13-A

Beginning at a point which is North 0°09'50" West along the section line 786.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°50'10" West 110.50 feet; thence South 0°09'50" East 89.50 feet; thence South 89°50'10" West 199.00 feet; thence South 0°09'50" East 7.12 feet; thence South 89°50'10" West 135.50 feet; thence South 0°09'50" East 60.00 feet; thence South 89°50'10" West 155.00 feet; thence North 0°09'50" West 268.70 feet; thence North 89°50'10" East 370.50 feet; thence South 0°09'50" East 60.00 feet; thence North 89°59'10" East 229.50 feet; thence South 0°09'50" East 50.50 feet to the point of beginning. Contains 108,185.19 square feet or 2.484 acres.

Parcel 13-B

Beginning at a point which is North 0°09'50" West along the section line 786.24 feet and South 89°50'10" West 53.00 feet and North 0°09'50" West 50.50 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°59'10" West 229.50 feet; thence North 0°09'50" West 60.00 feet; thence South 89°59'10" West 370.50 feet; thence North 0°09'50" West 635.30 feet; thence North 89°59'10" East 489.50 feet; thence South 0°09'50" East 185.30 feet; thence North 89°59'10" East 110.50 feet; thence South 0°09'50" East 60.00 feet; thence South 89°59'10" West 110.50 feet; thence South 0°09'50" East 129.50 feet; thence North 89°50'10" East 110.50 feet; thence South 0°09'50" East 320.79 feet to the point of beginning. Contains 360,179.47 sq. feet or 8.269 acres.

BK6574 PG0164