

Return to:

ASSOCIATED TITLE COMPANY
P.O. BOX 478
SALT LAKE CITY, UTAH 84110-0478

RELEASE OF PARKING RIGHTS AND RIGHTS OF
INGRESS AND EGRESS

4149376

This release document is executed this 8th day of July, 1985, by the persons and entities signator hereto, hereinafter referred to as "Releasors" with regard to the following:

1. By document dated August 27, 1980, recorded as Entry No. 3478754 in Book 5152 beginning at Page 51 of the official records of Salt Lake County, State of Utah, the parking and driveway areas of Parcel 1 and Parcel 2 of the Bell Canyon Shopping Center in Salt Lake County, Utah, were made subject to a certain Dedication of Reciprocal Easement (the Easement). Parcel I and Parcel II that were made subject to the Easement are described on Exhibit A attached hereto and incorporated herein.

2. It is in the best interest of the parties signed hereon that the property described as Exhibit B attached hereto, being a portion of Parcel I, be released from the parking rights, rights of ingress and egress and certain other rights of the Easement so as to allow the construction of a fast food location on the Exhibit B property.

3. There has been executed by Safeway Stores, Inc., a Maryland Corporation, and Bell Canyon Center, a California general partnership, a certain document entitled Third Shopping Center Lease Modification Agreement, which document is attached hereto as Exhibit C (The Lease Modification). The Lease

ARC P-43370-02
Team #1-L

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Modification consents to the construction of a fast food operation on the Exhibit B property. The Lease Modification additionally allows the construction of other buildings on the site denominated Pad #2 on Exhibit A to The Lease Modification and on the site shown as the pad in the southeast corner of the Bell Canyon Shopping Center, as shown on Exhibit A to The Lease Modification and herein described as Pad #3. All three of the pads described in this recital are hereafter described as "the Pads"

4. It is in the best interests of the parties signator hereto that they consent to construction in the Pad areas and release the Pads from the Easement alluded to in Recital 1 above.

NOW THEREFORE, for valuable consideration and in order to provide for the most efficient use and development of the real property described on Exhibit A attached hereto, the undersigned do hereby:

1. Consent to the construction of buildings and improvements in the Pad areas. Safeway Stores, Inc. has heretofore consented to such construction.

2. Release from the Dedication of Reciprocal Easements referred to in Recital 1 of this document, all parking rights, rights of ingress and egress over and across the Pads as shown on Exhibit A to The Lease Modification and rights to install, construct and maintain utility lines and pipes and

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sprinkling and landscaping improvements such that there are no such rights in those Pad areas and no restrictions of any nature under the Dedication of Reciprocal Easements which would prevent the construction, financing, mortgaging, purchasing or selling of those pads for the purpose of erection thereon of buildings and improvements.

3. The Pads are entitled to all of the benefits of the Dedication of Reciprocal Easements including but not limited to shared parking, access right to connect to utilities, etc., as set forth in that document.

4. Except as specifically released and amended hereby, the Dedication of Reciprocal Easements remains binding upon the property.

2456B

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COUNTERPART SIGNATURE PAGE TO RELEASE
OF PARKING RIGHTS AND RIGHTS OF INGRESS
AND EGRESS (BELL CANYON SHOPPING CENTER)
DATED JULY 8, 1985

SHERWOOD FLORIST

By: Robert J. Davies
Robert J. Davies
Its: _____

STATE OF UTAH)
County of) :ss. Deborah Davies
Its: _____

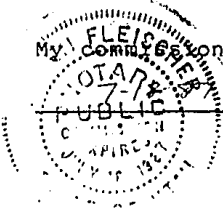
On this _____ day of July, 1985, personally appeared before me the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires: _____
NOTARY PUBLIC
Residing at: _____

STATE OF UTAH)
County of) :ss.

On the 17th day of July, 1985, personally appeared before me Robert J. & Deborah Davies who being by me duly sworn (or affirmed) did say that he is the owner of SHERWOOD FLORIST corporation, and that the said instrument was signed in behalf of said corporation, by authority of its by-laws or a resolution of its board of directors as the case may be, and said acknowledged to me that said corporation executed the same.

My commission expires: _____
NOTARY PUBLIC
Residing at: 502, UT



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COUNTERPART SIGNATURE PAGE TO RELEASE
OF PARKING RIGHTS AND RIGHTS OF INGRESS
AND EGRESS (BELL CANYON SHOPPING CENTER)
DATED JULY 8, 1985

A 60 MINUTE EYEWEAR CENTER

By: X Robert Mutch
Robert Mutch
Its: PRESIDENT

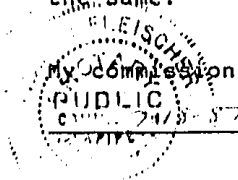
STATE OF UTAH)
)
) :ss.
County of)

On this _____ day of July, 1985, personally appeared before me _____ the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires: _____ NOTARY PUBLIC
Residing at: _____

STATE OF UTAH)
)
) :ss.
County of)

On the 31st day of July, 1985, personally appeared before me Robert Mutch, who being by me duly sworn (or affirmed) did say that he is the President of A 60 MINUTE EYEWEAR CENTER corporation, and that the said instrument was signed in behalf of said corporation, by authority of its by-laws or a resolution of its board of directors as the case may be, and said acknowledged to me that said corporation executed the same.



My commission expires: _____ NOTARY PUBLIC
Residing at: Salt Lake City

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COUNTERPART SIGNATURE PAGE TO RELEASE
OF PARKING RIGHTS AND RIGHTS OF INGRESS
AND EGRESS (BELL CANYON SHOPPING CENTER)
DATED JULY 8, 1985

CLASSIC TAN

By: *Ray J. Blum*
Its: _____

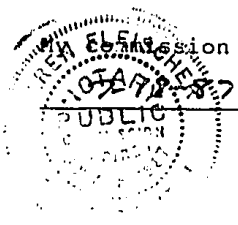
STATE OF UTAH)
):ss.
County of)

On this _____ day of July, 1985, personally appeared before me _____ the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires: _____ NOTARY PUBLIC
Residing at: _____

STATE OF UTAH)
):ss.
County of)

On the 29th day of July, 1985, personally appeared before me _____, who being by me duly sworn (or affirmed) did say that he is the *President* of CLASSIC TAN corporation, and that the said instrument was signed in behalf of said corporation, by authority of its by-laws or a resolution of its board of directors as the case may be, and said acknowledged to me that said corporation executed the same.



My commission expires: _____ NOTARY PUBLIC
Residing at: *S.C., UT*

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COUNTERPART SIGNATURE PAGE TO RELEASE
OF PARKING RIGHTS AND RIGHTS OF INGRESS
AND EGRESS (BELL CANYON SHOPPING CENTER)
DATED JULY 8, 1985

ZIONS FIRST NATIONAL BANK

By James C. Anderson

Its: Vice President

STATE OF UTAH)
)
) :ss.
County of)

On this 15th day of July, 1985, personally appeared before me James C. Anderson the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires:

9-30-85

Laura Handren
NOTARY PUBLIC

Residing at: SLC, UT

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

On the 15th day of July, 1985, personally appeared before me James C. Anderson who being by me duly sworn (or affirmed) did say that he is the Vice President of Zions First National Bank corporation, and that the said instrument was signed in behalf of said corporation, by authority of its by-laws or a resolution of its board of directors as the case may be, and said acknowledged to me that said corporation executed the same.

My commission expires:

9-30-85

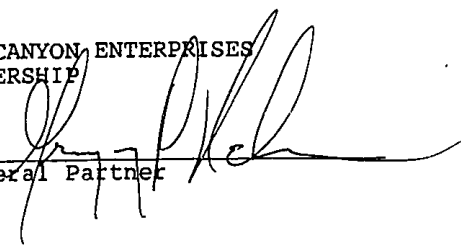
Laura Handren
NOTARY PUBLIC

Residing at: SLC, UT

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COUNTERPART SIGNATURE PAGE TO RELEASE
OF PARKING RIGHTS AND RIGHTS OF INGRESS
AND EGRESS (BELL CANYON SHOPPING CENTER)
DATED JULY 8, 1985

BELL CANYON ENTERPRISES
PARTNERSHIP

By X 
General Partner

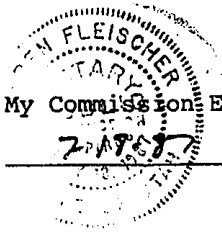
STATE OF UTAH)
 : ss.
COUNTY OF _____)

On the 30th day of July, 1985, personally appeared
before me Gessary P. Nelson, who being by me duly sworn,
did say that he is the General Partner of Bell Canyon
Enterprises Partnership, a limited partnership, and that the
foregoing instrument was signed on behalf of said partnership,
and said _____ acknowledged to me that said
partnership executed the same.

Laura Fleischer
NOTARY PUBLIC
Residing at: SLC, UT

My Commission Expires:

7-17-87



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COUNTERPART SIGNATURE PAGE TO RELEASE
OF PARKING RIGHTS AND RIGHTS OF INGRESS
AND EGRESS (BELL CANYON SHOPPING CENTER)
DATED JULY 8, 1985

STATE FARM INSURANCE COMPANY

By: David Brandt
Its: _____

STATE OF UTAH)
)
County of) :ss.

On this _____ day of July, 1985, personally appeared before me the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires: _____ NOTARY PUBLIC
Residing at: _____

STATE OF UTAH)
)
County of) :ss.

On the 30th day of July, 1985, personally appeared before me David Brandt, who being by me duly sworn (or affirmed) did say that he is the owner / agent of STATE FARM INSURANCE COMPANY corporation, and that the said instrument was signed in behalf of said corporation, by authority of its by-laws or a resolution of its board of directors as the case may be, and said acknowledged to me that said corporation executed the same.

My commission expires: _____ NOTARY PUBLIC
Residing at: Salt Lake City, UT



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COUNTERPART SIGNATURE PAGE TO RELEASE
OF PARKING RIGHTS AND RIGHTS OF INGRESS
AND EGRESS (BELL CANYON SHOPPING CENTER)
DATED JULY 8, 1985

RDK BAKERY

By: Sayed K. Khaderi
Its: Sayed K. Khaderi
owner, RDK Bakery

STATE OF UTAH)
County of) :ss.

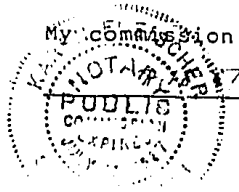
On this _____ day of July, 1985, personally appeared before me _____ the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires: _____ NOTARY PUBLIC
Residing at: _____

STATE OF UTAH)
County of) :ss.

On the 17th day of July, 1985, personally appeared before me Sayed K. Khaderi, who being by me duly sworn (or affirmed) did say that he is the owner of RDK BAKERY corporation, and that the said instrument was signed in behalf of said corporation, by authority of its by-laws or a resolution of its board of directors as the case may be, and said acknowledged to me that said corporation executed the same.

My commission expires: _____
NOTARY PUBLIC
Residing at: Salt Lake, UT



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COUNTERPART SIGNATURE PAGE TO RELEASE
OF PARKING RIGHTS AND RIGHTS OF INGRESS
AND EGRESS (BELL CANYON SHOPPING CENTER)
DATED JULY 8, 1985

DANCE SCHOOL

By: Karen Warren
Its: _____

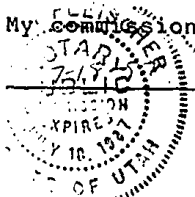
STATE OF UTAH)
) :ss.
County of)

On this 17th day of July, 1985, personally appeared before me Karen Warren the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires: _____

Karen Warren
NOTARY PUBLIC

Residing at: Salt Lake City



STATE OF UTAH)
) :ss.
County of)

On the _____ day of _____, 1985, personally appeared before me Karen Warren, who being by me duly sworn (or affirmed) did say that he is the _____ of DANCE SCHOOL corporation, and that the said instrument was signed in behalf of said corporation, by authority of its by-laws or a resolution of its board of directors as the case may be, and said _____ acknowledged to me that said corporation executed the same.

My commission expires: _____

NOTARY PUBLIC

Residing at: _____

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COUNTERPART SIGNATURE PAGE TO RELEASE
OF PARKING RIGHTS AND RIGHTS OF INGRESS
AND EGRESS (BELL CANYON SHOPPING CENTER)
DATED JULY 8, 1985

CANYON VIEW CLEANERS

By: *Kenneth A. Wade*
Kenneth A. Wade
Its: _____

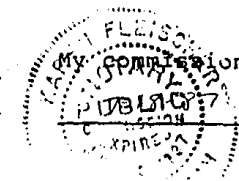
STATE OF UTAH)
)
County of) :ss.

On this _____ day of July, 1985, personally appeared before me _____ the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires: _____ NOTARY PUBLIC
Residing at: _____

STATE OF UTAH)
)
County of) :ss.

On the 18th day of July, 1985, personally appeared before me Kenneth A. Wade, who being by me duly sworn (or affirmed) did say that he is the President of CANYON VIEW CLEANERS corporation, and that the said instrument was signed in behalf of said corporation, by authority of its by-laws or a resolution of its board of directors as the case may be, and said Wade acknowledged to me that said corporation executed the same.



My commission expires: _____ *Fleischer*
NOTARY PUBLIC
Residing at: 500, LT

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COUNTERPART SIGNATURE PAGE TO RELEASE
OF PARKING RIGHTS AND RIGHTS OF INGRESS
AND EGRESS (BELL CANYON SHOPPING CENTER)
DATED JULY 8, 1985

X Gregory P. Nelson
Gregory P. Nelson

STATE OF UTAH)
)
County of) :ss.

On this 30th day of July, 1985, personally appeared before me Gregory P. Nelson the signer(s) of the foregoing instrument, who duly acknowledged to me that they executed the same.

My commission expires: _____

Sam Hark
NOTARY PUBLIC

Residing at: SLC, UT

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

On the 30th day of _____, 1985, personally appeared before me _____, who being by me duly sworn (or affirmed) did say that he is the _____

corporation, and that the said instrument was signed in behalf of said corporation, by authority of its by-laws or a resolution of its board of directors as the case may be, and said acknowledged to me that said corporation executed the same.

My commission expires: _____

NOTARY PUBLIC

Residing at: _____



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COUNTERPART SIGNATURE PAGE TO RELEASE
OF PARKING RIGHTS AND RIGHTS OF INGRESS
AND EGRESS (BELL CANYON SHOPPING CENTER)
DATED JULY 8, 1985

EQUITABLE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES

By: *Daniel C. Gardner*
Daniel C. Gardner
An Assistant Vice-President

STATE OF COLORADO)
)ss.
COUNTY OF DENVER)

On the 30th day of July, 1985, personally appeared before me Daniel C. Gardner, who being by me duly sworn did say that he is an Assistant Vice-President of The Equitable Life Assurance Society of The United States, a New York corporation, and that the said instrument was signed in behalf of said corporation, by authority of its by-laws and said acknowledged to me that said corporation executed the same.

Carol J. Talbot
NOTARY PUBLIC
Residing at:


My Commission Expires:

11/5/85

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Mickelsen Family Partnership

By: Wayne R. Mickelsen
Wayne R. Mickelsen
Its: General Partner

By: James W. Mickelsen
James W. Mickelsen
Its: General Partner

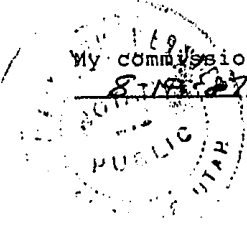
By: Marian M. Orr
Marian M. Orr
Its: General Partner

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

On the 31st day of July, 1985, personally appeared before me Marian M. Orr and James W. Mickelsen who being by me duly sworn or affirmed did say that they are the General Partners of the Mickelsen Family Partnership, and that the said instruemnt was signed in behalf of said partnership by authority and said Marian M. Orr and James W. Mickelsen acknowledged to me that they as such general partners executed the same in the name of the partnership.

Mary Lou Weston
NOTARY PUBLIC
Residing at: Salt Lake City, UT.

My commission expires: 8-18-87



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EXHIBIT "A"

Parcel I

A tract of land situate in the Northwest quarter of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said tract are described as follows:

Beginning at a point which is North 39.96 feet and East 53.48 feet from the West quarter corner of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°40'55" East 690.30 feet; thence East 462.00 feet; thence South 137.00 feet; thence South 51°32'56" West 36.14 feet; thence South 83.00 feet; thence West 120.00 feet; thence South 43.00 feet; thence North 89°57'40" West 321.92 feet to the point of beginning.

Parcel II

A tract of land situate in the Northwest quarter of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said tract are described as follows:

BEGINNING at a point which is North 32.96 feet and East 50.39 feet from the West quarter corner of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence North 0°40'55" East 697.30 feet; thence East 625.50 feet; thence South 143.64 feet; thence North 83°36'44" East 80.50 feet; thence South 563.06 feet; thence North 89°57'40" West 713.779 feet to the point of BEGINNING.

EXCEPTING THEREFROM the following described parcel:

Beginning at a point which is North 39.96 feet and East 53.48 feet from the West quarter corner of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 0°40'55" East 690.30 feet; thence East 462.00 feet; thence South 137.00 feet; thence South 51°32'56" West 36.14 feet; thence South 83.00 feet; thence West 120.00 feet; thence South 43.00 feet; thence North 89°57'40" West 321.92 feet to the point of beginning.

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BEGINNING AT A POINT WHICH IS NORTH 0 DEGREES 40 MINUTES 55 SECONDS EAST, ALONG THE SECTION LINE, 65.48 FEET AND SOUTH 89 DEGREES 57 MINUTES 40 SECONDS EAST 53.00 FEET FROM THE WEST QUARTER CORNER OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 0 DEGREES 40 MINUTES 55 SECONDS EAST 109.52 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 40 SECONDS EAST 170.00 FEET; THENCE SOUTH 0 DEGREES 40 MINUTES 55 SECONDS WEST 131.00 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 40 SECONDS WEST 133.46 FEET TO A POINT OF TANGENCY ON A 41.51 FOOT RADIUS CURVE; THENCE RUNNING ALONG SAID CURVE TO THE RIGHT, 44.25 FEET ALONG THE ARC, WHOSE CHORD BEARS NORTH 59 DEGREES 21 MINUTES 03 SECONDS WEST 42.18 FEET, TO THE POINT OF BEGINNING.

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EXHIBIT 'E'

THIRD SHOPPING CENTER LEASE MODIFICATION AGREEMENT

THIS LEASE MODIFICATION AGREEMENT is made this 15th day of May, 1985, by and between BELL CANYON CENTER, a California general partnership, lessor, and SAFEWAY STORES, INCORPORATED, a Maryland corporation, lessee.

W I T N E S S E T H:

THAT, WHEREAS, by Shopping Center Lease dated February 8, 1979, as modified by Shopping Center Lease Modification Agreement dated June 4, 1979, and Second Lease Modification Agreement dated November 1, 1983, lessor leased to lessee a portion of certain real property located in the City of Sandy, County of Salt Lake, State of Utah, which property is more particularly described in said Lease; and

WHEREAS, the parties hereto have now determined to amend said Lease as provided herein.

NOW, THEREFORE, and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree to and with each other as follows:

FIRST: That the plot plan dated October 14, 1983, last revised May 2, 1985, attached hereto as an Exhibit "A" and made a part hereof shall be and is hereby substituted for and hereinafter replaces Exhibit "A" (dated December 19, 1978, as last revised February 23, 1979) attached to said Lease and Exhibit "A" (dated October 14, 1983) attached to said Second Lease Modification Agreement.

SECOND: The third paragraph of said Second Lease Modification Agreement is deleted and replaced by the following:

"THIRD: The ninth and tenth sentence of Paragraph 4: Common Areas. Completion of shopping center shall be amended to read as follows: "Other than the building on the leased premises and the 15,500 square feet of shop space which exists as of the date of this agreement, lessor agrees not to construct any other buildings within Phase I of the shopping center with the exception of the building pad areas in the southwest and southeast corner identified on Exhibit "A" as Phase I - Future Building Area" and "Pad #2". No more than one building shall be constructed in said "Phase I - Future Building Area" and said building may be occupied by a Hardy's restaurant not to exceed 4,200 square feet in size nor sixteen feet (16') in height above the grade elevation which exists as of the date of this Lease."

THIRD: That except as herein modified all the terms and conditions of said Lease shall remain in full force and effect.

EXHIBIT "C"

Store No. 230 Div. Utah
Location Sandy, Utah
Document Date May 15, 1985
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FOURTH: That each and all covenants, terms, agreements and obligations of this Third Shopping Center Lease Modification Agreement shall extend to and bind and inure to the benefit of their heirs, personal representatives, successors and/or assigns of the lessor and to the successors and/or assigns of the lessee; that herein the singular number includes the plural and the masculine gender include the feminine and neuter.

IN WITNESS WHEREOF, the parties hereto have executed this Third Shopping Center Lease Modification Agreement as of the day and year first above written.

BELL CANYON CENTER
(a California general partnership)

By _____

Greg Nelson

By _____

Mark Steinberg

(Lessor)

(Corporate Seal)

SAFEWAY STORES, INCORPORATED
(a Maryland corporation)

By _____

Its Assistant Vice President

By _____

Its Assistant Secretary

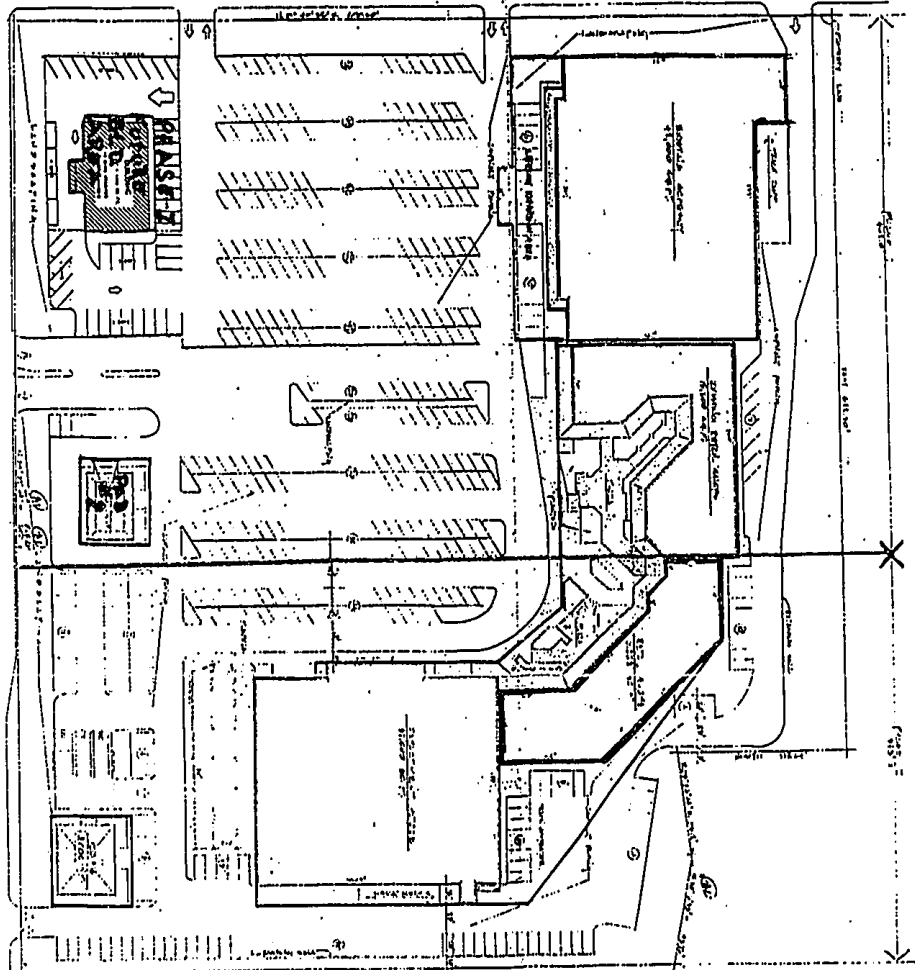
(Lessee)

(Corporate Seal)



569299 2784

Store No. 270 Div. Salt Lake
Location Sandy, Utah
Document Date May 15, 1985
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NOT LEGIBLE FOR MICROFILM
 CO. RECORDER

SITE DATA:
 PROJECT NO. 1000 EAST STREET
 CLIENT: [illegible]
 ARCHITECT: HOLLAND PASHER & BREINHOLT
 DATE: [illegible]

SITE PLAN
 MASTER PLAN
 ALL RIGHTS RESERVED

REVISED MAY 2, 1985
 Exhibit "A"

HOLLAND PASHER & BREINHOLT
 ARCHITECTS PLANNERS



Patricia R. Brown
 PATRICIA R. BROWN

SEP 20 4 35 PM '85
 DATE TITLED - 2
 DEP

SALT LAKE COUNTY,
 UTAH

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