


<p>RECORDING REQUESTED BY:</p> <p>MAIL RECORDED DOCUMENTS TO:</p> <p>In-N-Out Burgers  Attn: Real Estate Department  13752 Francisquito Avenue  Baldwin Park, California 91706-5885</p>	<p>THIS SPACE FOR RECORDERS USE ONLY</p>  <p>*W2526788*</p> <p>E# 2526788 PG 1 OF 26  ERNEST D ROWLEY, WEBER COUNTY RECORDER  12-May-11 0936 AM FEE \$69.00 DEP SY  REC FOR: FIRST AMERICAN NCS - SOUTH TEMPLE  ELECTRONICALLY RECORDED</p>
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Tax Parcel Nos. 05-196-0003; 05-196-0005; 05-196-0006; 06-029-0021; 06-029-0028;  
05-141-0043; 06-029-0027

**FIRST AMENDMENT TO CROSS-EASEMENT AGREEMENT**

THIS FIRST AMENDMENT to Cross-Easement Agreement (“Amendment”) is made and entered into on this 11 day of May 2011 (“Effective Date”), by and among SPIRIT SPE PORTFOLIO 2006-1, LLC, a Delaware limited liability company (“Spirit”), TOYS “R” US PROPERTY COMPANY II, LLC, a Delaware limited liability company (successor by name change from Giraffe Properties LLC) (“Giraffe”), ROMNEY LUMBER COMPANY, INC., a Utah corporation (“Romney”), LNL, LLC, a Utah limited liability company (“LNL”), and IN-N-OUT BURGERS, a California corporation (“In-N-Out”), collectively, the “Parties”.

**RECITALS:**

A. The Parties’ predecessors-in-interest entered into that certain Cross-Easement Agreement dated April 1, 1990 and recorded May 1, 1990 in Book 1579, Page 2298, as Instrument No. 1107699 in the Official Records of Weber County (the “CEA”) concerning the development and operation of a shopping center located at the intersection of Riverdale Road and Washington Terrace Road in Riverdale, Utah, and more fully described in the CEA (the “Shopping Center”). The land comprising the Shopping Center is legally described on Schedule 1, attached hereto and incorporated herein.

B. The Toys Site was subdivided into two separate legal parcels pursuant to that certain Toys ‘R’ Us Subdivision recorded on January 8, 2007 in Book 65, Page 30, as Instrument No. 2233861 of the Official Records of Weber County (“Toys Subdivision”). The Toys Site is now comprised of the approximately 4.2 acre parcel owned by In-N-Out (“In-N-Out Parcel”), and the remaining approximately 1.31 acre parcel is owned by Giraffe (“Giraffe Parcel”) and is operated as a Babies “R” Us store.

C. Concurrently with the recordation of this Amendment, In-N-Out purchased the In-N-Out Parcel from VNO TRU RIVERDALE ROAD, LLC, a Delaware limited liability company ("VNO").

D. The Parties agree that In-N-Out's development of a portion of the In-N-Out Parcel adjacent to Riverdale Road which is currently part of the parking field would be beneficial to the interests of the Shopping Center and the businesses operating therein.

E. The Parties to this Amendment desire to amend the CEA as set forth below.

**AGREEMENT:**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Application of CEA Terms.** Except to the extent inconsistent with this Amendment and except to the extent that the terms of this Amendment specifically address a topic, the terms and conditions of the CEA shall continue to apply and control. Those initially capitalized terms which are used in this Amendment and are not defined herein shall have the meaning given to them in the CEA.

2. **Amendments to CEA.**

A. **Toys Site - Exhibit 4.** The CEA is hereby amended by deleting Exhibit 4 attached to the CEA and inserting in its place the current legal descriptions of the In-N-Out Parcel and Giraffe Parcel attached to this Amendment as **Exhibit 4**.

B. **Site Plan / Exhibit 5.** The CEA is hereby amended by attaching and inserting the site plan for the In-N-Out Parcel attached hereto as **Exhibit 5-1** to the CEA. All references to "Site Plan" in the CEA shall mean and refer to the Site Plan originally attached to the CEA as **Exhibit 5**, as such Site Plan is amended and modified by the site plan for the In-N-Out Parcel attached to this Amendment as **Exhibit 5-1**, which has been approved by the Owners of the Shopping Center in accordance with Section 10.02 of the CEA.

C. **Parking Requirements.**

- a. Section 2.01.7 of the CEA is hereby amended by deleting the second sentence in its entirety and replacing it with the following: "Such parking easements shall comply with the minimum parking requirements set forth in Section 6.06, below."
- b. Section 6.06 of the CEA is hereby deleted in its entirety and replaced with the following:

**6.06 Parking Requirements.** It is agreed that unless condemnation makes maintenance of the minimum parking ratios provided in this Section 6.06 impossible with the amount of then-existing development on the applicable portion of the Entire Parcel, the following minimum parking ratios shall be maintained on the applicable portions of the Entire Parcel:

Parcel / Site	Minimum parking spaces per 1,000 square feet of Net Building Floor Area
In-N-Out Parcel	3.00
Giraffe Parcel	4.70
Canter Site	2.95
Developer's Site	5.00
Shopko Site	5.00
Outlot	2.30

Notwithstanding anything to the contrary set forth in this Section 6.06, unless otherwise impossible as a result of condemnation, there shall be maintained at all times a minimum parking ratio for the Entire Parcel of not less than five (5) parking spaces per 1,000 square feet of Net Building Floor Area.

D. **Section 18.01.** Section 18.01 is hereby deleted in its entirety and replaced with the following:

**18.01 Notices.** Whenever a Party is required or permitted under this CEA to provide another Party with any notice, request, demand, consent, or approval ("Notice"), such Notice will be given in writing and will be delivered to the other Party at the address set forth below: (a) by a reputable overnight courier service; or (b) by certified mail, postage prepaid, return receipt requested. A Party may change its address for Notice by written notice to the other Parties delivered in the manner set forth above. Notice will be deemed to have been duly given: (i) one (1) business day after delivery to an overnight courier service with next-day service requested or (ii) on the third (3<sup>rd</sup>) business day after mailing, if mailed using certified mail. The initial addresses for Notice are as follows:

**IF TO SPIRIT:**

**Spirit SPE Portfolio 2006-1, LLC  
Attn: Compliance  
14631 N. Scottsdale Road, Suite 200  
Scottsdale, AZ 8524-2711  
Telephone: (480) 606-0820  
Fax: (480) 606-0826**

**With a Copy to:  
Shopko Stores Operating Co., LLC  
Attn: Legal Department  
700 Pilgrim Way  
P.O. Box 19060  
Green Bay, WI 54307-9060  
Telephone: (920) 497-2211  
Fax: (920) 429-7401  
E-mail: jennifer.mcginny@shopko.com**

**IF TO  
GIRAFFE:**

**TOYS "R" US PROPERTY COMPANY II, LLC  
c/o TOYS "R" US, INC.  
One Geoffrey Way  
Wayne, NJ 07470  
Attn: Vice President - Real Estate Design  
and Construction  
Telephone: (973) 617-4107  
E-mail: Jennifer.sofia@toysrus.com**

**With a Copy to:  
TOYS "R" US PROPERTY COMPANY II, LLC  
c/o TOYS "R" US, INC.  
One Geoffrey Way  
Wayne, NJ 07470  
Attn: Vice President - Real Estate Counsel  
E-mail: haydenr@toysrus.com**

**IF TO LNL:**

**LNL, LLC  
Attn: Dave Long  
P. O. Box 27052  
Salt Lake City, UT 84127**

**For overnight courier:  
c/o Nickelcade  
4046 Riverdale Road  
Riverdale, UT 84405  
Telephone: (801) 205-1320**

Fax: (801) 513-5444  
E-mail: dlong@westminstercollege.edu

IF TO  
ROMNEY:

Romney Lumber Company, Inc.  
Attn: Tony Romney  
660 South 200 East #300  
Salt Lake City, UT 84111  
Telephone: (801) 328-3200  
Fax: (801) 328-1123  
E-mail: amrrlc@aol.com

IF TO IN-N-  
OUT:

In-N-Out Burgers  
Attn: Real Estate Department  
13752 Francisquito Avenue  
Baldwin Park, California 91706-5885  
Telephone: (626) 813-7363  
Fax: (626) 338-9173  
E-mail: lbrazzil@innout.com

3. Compliance with CEA. The Parties hereby acknowledge and agree that the building(s), structures, and other improvements which were constructed within the Shopping Center as of January 1, 2005 comply with the requirements set forth in the CEA.

4. Successor-In-Interest. The Parties hereby acknowledge that VNO, successor in interest to Giraffe Properties, LLC with respect to the In-N-Out Parcel, has transferred fee title to the In-N-Out Parcel to In-N-Out. In-N-Out hereby agrees not to use, occupy or allow any lessee or occupant to use or occupy the In-N-Out Parcel in any manner which would constitute a violation or breach of the easements and covenants contained in the CEA. In-N-Out hereby assumes and agrees to perform each and all of the obligations of VNO under the CEA accruing after the date of transfer of fee title to the In-N-Out Parcel. The Parties hereby acknowledge and agree that the notice provisions of Section 3.03 of the CEA with respect to the transfer of title are hereby satisfied.

5. No Other Modifications; Conflict. The Parties acknowledge that except as expressly modified by this Amendment, the CEA remains in full force and effect and has not been amended or modified, except as set forth herein. In the event of a conflict between the terms and provisions of the CEA and this Amendment, this Amendment shall control and prevail.

6. Authority. Each Party hereby represents and warrants to the others that: (a) it has the full capacity, right, power and authority to execute, deliver and perform this Amendment, (b) all required actions, consents and approvals therefore have been duly taken and obtained, and (c) upon full execution of this Amendment, the CEA (as

amended by this Amendment) shall be binding on all parties with any interest in its Parcel, including, without limitation, the holder of any mortgagee's interest.

7. Recording: Binding Effect. This Amendment shall be recorded in the Official Records of Weber County, Utah, and shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and assigns under the CEA.

8. Counterparts. This Amendment may be signed in counterparts, each of which shall be deemed an original and together shall be deemed one instrument.

**[Signature pages follow immediately.]**

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first set forth above.

**SPIRIT SPE PORTFOLIO 2006-1, LLC,**  
a Delaware limited liability company

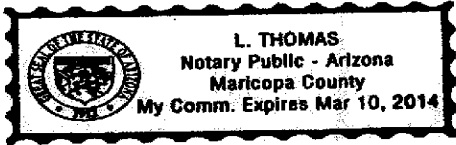
By: Spirit Finance Corporation, as property manager

By: Spirit Finance Capital Management, LLC, as manager

By: Sean Hufford  
Its: Vice President

STATE OF ARIZONA )  
 ) ss.  
COUNTY OF MARICOPA )

Personally came before me this 9<sup>th</sup> day of March, 2011, Sean Hufford, as Vice President of Spirit SPE Portfolio 2006-1, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Delaware, and to me known to be the person who executed the foregoing instrument, and to me known to be such Vice President of said limited liability company and acknowledged that he/she executed the foregoing instrument as such officer as the act of said limited liability company, by its authority.



L. Thomas  
Print Name: L. THOMAS  
Notary Public, State of ARIZONA  
My Commission: 3/10/14

[Signatures continued on following page.]

LNL, LLC, a Utah limited liability company

By: [Signature]  
Name: DAVID L LONG  
Title: MANAGER - MEMBER

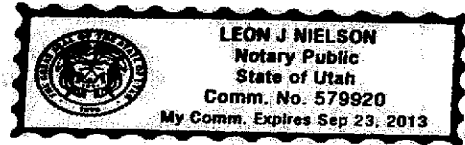
STATE OF UTAH )  
                  )ss.  
County of Davis )

On this 7 day of Feb, 2010, before me, a Notary Public, personally appeared DAVID L LONG, known or proved to me to be the Manager of LNL, LLC, a Utah limited liability company, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of said company.

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

[Signature]  
Notary Public  
Residing at Centerville, UT  
Comm. Expires 9-23-2013

[Signatures continued on following page.]





**ROMNEY LUMBER COMPANY, INC.,  
a Utah corporation**

By: \_\_\_\_\_  
Name: Antoine M. Romney  
Title: Vice President

STATE OF Utah )  
County of Salt Lake )ss.

On this 8<sup>th</sup> day of February, 2010, before me, a Notary Public, personally appeared Antoine M. Romney known or proved to me to be the Vice President of ROMNEY LUMBER COMPANY, INC., a Utah corporation, the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of said company.

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

Lenetta A. Priet  
Notary Public  
Residing at 35 Century Park Way  
Comm. Expires Aug 15 2011



[Signatures continued on following page.]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first set forth above.

IN-N-OUT BURGERS, a California corporation

By: [Signature]  
Name: Carl G. Van Fleet  
Title: Executive Vice President of Planning and Development

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles )

ss.

On May 6, 2011 before me, Lori Brazzill, Notary Public, personally appeared Carl G. Van Fleet who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



(Seal)

[Signatures continued on following page.]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first set forth above.

**TOYS "R" US PROPERTY COMPANY II, LLC,**  
a Delaware limited liability company

By: *David P. Picot*  
Name: David P. Picot  
Title: Senior Vice President – Property Development

STATE OF NEW JERSEY     )  
  ) SS:  
COUNTY OF PASSAIC     )

On March 16, 2011 before me, Robin Hayden, a Notary Public in and for said State, personally appeared David P. Picot personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

*Robin Hayden* (Seal)

**Robin A. Hayden**  
**A Notary Public of New Jersey**  
**My Commission Expires**  
**December 15, 20 15**  
**Cert. No. 2338177**

**Occupant Agreement and Consent to Amendment**

By signing in the space provided below, HANCOCK FABRICS, INC., a Delaware corporation ("Hancock") and SHOPKO STORES OPERATING CO., LLC, a Delaware limited liability company ("Shopko"), each an Occupant under the CEA, do hereby agree and acknowledge their consent to this Amendment as of the date first written above.

**SHOPKO STORES OPERATING CO., LLC**, a Delaware limited liability company

By: [Signature]  
Name: Peter Vanderhouten  
Its: JYP - Gen Counsel / Secretary

**HANCOCK FABRICS, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Signature must be notarized - please attach applicable notary acknowledgement**

**Occupant Agreement and Consent to Amendment**

By signing in the space provided below, HANCOCK FABRICS, INC., a Delaware corporation ("Hancock") and SHOPKO STORES OPERATING CO., LLC, a Delaware limited liability company ("Shopko"), each an Occupant under the CEA, do hereby agree and acknowledge their consent to this Amendment as of the date first written above.

**SHOPKO STORES OPERATING CO., LLC, a Delaware limited liability company**

By: \_\_\_\_\_

Name: \_\_\_\_\_

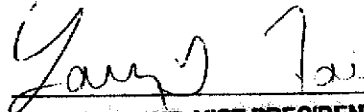
Its: \_\_\_\_\_

**HANCOCK FABRICS, INC., a Delaware corporation**

By: 

Name: Robert W. Driskell, Chief Financial Officer

Its: \_\_\_\_\_

By: 

Name: LARRY D. FAIR, VICE PRESIDENT

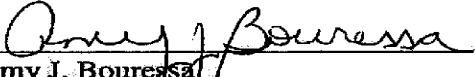
Its: \_\_\_\_\_

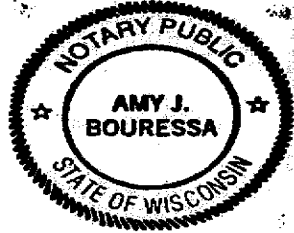
**[signature must be notarized -- please attach applicable notary acknowledgement]**

**SHOPKO NOTARY ACKNOWLEDGEMENT**

STATE OF WISCONSIN    )  
  ) SS.  
COUNTY OF BROWN    )

Personally came before me this 2nd day of March, 2011, PETER G. VANDENHOUTEN of Shopko Stores Operating Co., LLC, duly organized and existing under and by virtue of the laws of the State of Delaware, and to me known to be the person who executed the foregoing instrument, and to me known to be such Senior Vice President-General Counsel/Secretary of said company and acknowledged that he executed the foregoing instrument as such officer as the act of said company, by its authority.

  
Amy J. Bouressa  
Notary Public, State of Wisconsin  
My Commission expires: February 5, 2012



STATE OF MISSISSIPPI

COUNTY OF LEE

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8<sup>th</sup> day of February, 2011, within my jurisdiction, the within named Robert W. Driskell and Larry D. Fair, who acknowledged that they are Chief Financial Officer and Vice President, respectively, of Hancock Fabrics, Inc., a Delaware Corporation, and that for and on behalf of the said corporation, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Stephanie Jones  
NOTARY PUBLIC



**CONSENT TO FIRST AMENDMENT TO CROSS-EASEMENT AGREEMENT**

**ZIONS FIRST NATIONAL BANK**, a national banking association, (hereafter referred to as "Lender"), is the Beneficiary of that certain Deed of Trust (hereafter, the "Deed of Trust") dated March 20, 2001, and recorded March 21, 2001, in Book 2124 Page 1969 as Entry No. 1759024, in the Official Records of Weber County, Utah. The Deed of Trust secures a promissory note dated March 20, 2001 in the face amount of \$1,750,000 ("Note") by granting a first lien on the real property and improvements commonly known as 4080, 4050, 4062-68 South Riverdale Road, Riverdale, Utah, which property (hereafter the "Property") is more particularly described in the Deed of Trust. Lender does hereby consent to and grant non-disturbance to the execution and recordation of that certain First Amendment to Cross-Easement Agreement (hereafter, the "CEA Amendment") covering the Property and certain other real property and improvements as more fully described in the CEA Amendment and does hereby agree that in the event Lender or any other person or entity acquires title to the Property through judicial or non-judicial foreclosure of the Deed of Trust or through deed in lieu of foreclosure or otherwise, the CEA Amendment shall remain in full force and effect and the benefits and burdens of the CEA Amendment shall inure to and bind such new owner and any subsequent owners of the Property and the Shopping Center as set forth in the CEA Amendment.

**ZIONS FIRST NATIONAL BANK**,  
a national banking association

By: [Signature]  
Name: Richard S. Stevenson Jr  
Its: SVP  
Date: 2/24/11

ATTEST:

By: [Signature]  
Name: Andrew Peterson  
Its: Assistant Vice President  
Date: 2/24/11

**ATTACHMENTAL ACKNOWLEDGEMENT**

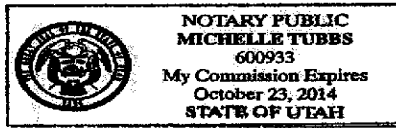


STATE OF Utah )  
 )SS  
COUNTY OF Salt Lake )

On this 24<sup>th</sup> day of February, 20 10,  
before me, the undersigned Notary Public, personally appeared  
Richard S. Starnes and known to me to be the  
Branch Vice President, authorized agent for 'ZIONS FIRST  
NATIONAL BANK' that executed the within and foregoing instrument and  
acknowledged said instrument to be the free and voluntary act and deed of  
'ZIONS FIRST NATIONAL BANK', duly authorized by 'ZIONS FIRST  
NATIONAL BANK' through its board of directors or otherwise, for the uses  
and purposes therein mentioned, and on oath stated that he or she is  
authorized to execute this said instrument and in fact executed this said  
instrument on behalf of 'ZIONS FIRST NATIONAL BANK'.

By Michelle Tubbs  
Residing at Salt Lake City

My commission expires  
10-23-14



**CONSENT TO FIRST AMENDMENT TO CROSS-EASEMENT AGREEMENT**

U.S. Bank, National Association as successor trustee to Bank of America, National Association as successor by merger to LaSalle Bank, National Association as Trustee for the registered holders of Citigroup Commercial Mortgage Corp. Pass-Through Certificates Series 2006-C4 (hereafter referred to as "Lender"), is the Beneficiary of that certain <sup>\*</sup>Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing<sup>†</sup> (hereafter, the "Deed of Trust") dated May 31, 2006, and recorded June 9, 2006, in Book \_\_\_\_\_ Page \_\_\_\_\_ as Entry No. 2185779, in the Official Records of Weber County, Utah. The Deed of Trust secures real property commonly known as <sup>11600</sup>Riverdale Rd, Riverdale, Utah which property is more particularly described therein (hereafter, the "Property"). Lender does hereby consent to the execution and recordation of this First Amendment to Cross-Easement Agreement (hereafter, the "CEA Amendment"), and does hereby agree that the Deed of Trust shall be subordinate to the CEA Amendment and in the event Lender or any other person or entity acquires title to the Property through judicial or non-judicial foreclosure of the Deed of Trust or through deed in lieu of foreclosure or otherwise, the CEA Amendment shall remain in full force and effect and the benefits and burdens of the CEA Amendment shall inure to and bind such new owner and any subsequent owners of the Property.

\* Amended and restated  
† AS assigned

U.S. Bank, National Association  
as successor trustee to Bank of America, National Association  
as successor by merger to LaSalle Bank, National Association  
as Trustee for the registered holders of  
Citigroup Commercial Mortgage Corp. Pass-Through  
Certificates Series 2006-C4  
By and through its Master Servicer and Attorney in Fact,  
Midland Loan Services, a division of PNC Bank, National Association,  
a National Banking Association

Larry S. Smith  
By: Larry S. Smith  
Its: Senior Vice President  
Date: 3/21/11  
Servicing Officer

ATTEST:  
William D. Robertson  
By: William D. Robertson  
Its: Senior Act Manager  
Date: 3/21/11

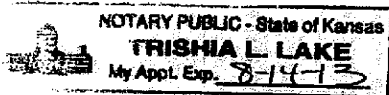
STATE OF KANSAS )

COUNTY OF JOHNSON ) ss.  
 )

On this 21 day of March, 2011, before me, a Notary Public in and for the State of Kansas, personally appeared Barry S. Smith, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged that he is the Senior Vice President and Servicing Officer of Midland Loan Services, a division of PNC Bank, National Association to be the free and voluntary act and deed of said company for the uses and purposes mentioned in the instrument.

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

(seal)



Trishia L. Lake  
Trishia L. Lake

(Print Name)

NOTARY PUBLIC in and for the State of  
Kansas.

My appointment expires 8/14/2013

**CONSENT TO FIRST AMENDMENT TO CROSS-EASEMENT AGREEMENT**

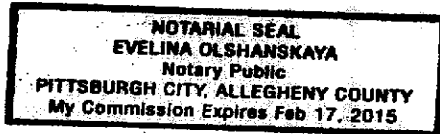
The Bank of New York Mellon, as Trustee and Collateral Agent, a New York banking corporation (hereafter referred to as "Lender"), under that certain Substitution of Trustee and Full Reconveyance of Combined Fee And Leasehold Multistate Mortgage, Deed To Secure Debt, Deed Of Trust, Security Agreement, Financing Statement, Fixture Filing And Assignment Of Master Lease, Subleases, Rents, and Security Deposits, dated as of November 20, 2009 and recorded December 1, 2009, as Entry No. 2447601, Page 1 in the Official Records of Weber County, Utah (the "Deed of Trust"). The Deed of Trust secures real property commonly known as 4202 Riverdale Road, Riverdale, Utah which property is more particularly described therein (hereafter, the "Property"). Lender does hereby consent to the execution and recordation of this First Amendment to Supplemental Agreement to Cross-Easement Agreement (hereafter, the "Amendment"), and does hereby agree that the Deed of Trust shall be subordinate to the Amendment and in the event Lender or any other person or entity acquires title to the Property through judicial or non-judicial foreclosure of the Deed of Trust or through deed in lieu of foreclosure or otherwise, the Amendment shall remain in full force and effect and the benefits and burdens of the Amendment shall inure to and bind such new owner and any subsequent owners of the Property.

The Bank of New York Mellon, as Trustee and Collateral Agent  
, a \_\_\_\_\_

By: Leslie Lockhart  
Its: Leslie Lockhart  
Date: 3/22/2011 Senior Associate

ATTEST:

Evelina Olshanskaya  
By: Evelina Olshanskaya  
Its: Notary Public  
Date: 3/27/2011



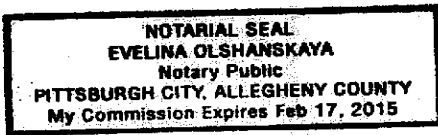
County of Allegheny, State of Pennsylvania

**Multi-State Corporate Acknowledgment:**

On March 22, 2011 before me, the undersigned officer, personally appeared Leslie Lockhart, personally known and acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be the Senior Associate of the foregoing executing entity (hereinafter, the "Entity") and that as such officer, being duly sworn, and being authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the due execution of the foregoing instrument for the purposes therein contained, by signing the name of the Entity by himself / herself in his / her authorized capacity as such officer as his / her free and voluntary act and deed and the free and voluntary act and deed of said Entity.

\*\*\* Witness my hand and official seal.

Evelina Olsanskaya



**SCHEDULE 1****Legal Description of Shopping Center****SHOPKO SITE**

A portion of the Northwest Quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Base and Meridian:

Beginning at the Northeast Corner of the Northwest Quarter of said Section 8 and running thence South 00°28' West 104.97 feet to a point on a 175 foot radius curve to the right (center bears North 84°33'00" West and has a central angle of 28°48'00"); thence along the arc of said curve 87.96 feet; thence South 34°15'00" West 425.03 feet to the true point of beginning of this parcel and running thence South 34°15'00" West 609.38 feet; thence North 52°46'00" West 164.96 feet; thence South 37°43'00" West 197.48 feet to a point of the Northerly line of Washington Terrace Road as described in Book 160 at Page 517 of the Official Records of Weber County, said point also being a point on a 345 foot radius curve to the left (center bears South 50°38'20" West and has a central angle of 10°14'50"); thence Northwesterly along the arc of said curve and said road 61.70 feet; thence North 37°42'00" East 110.98 feet; thence North 48°41'00" West 80.86 feet; thence North 39°55'00" East 272.21 feet; thence North 51°27'52" West 14.76 feet to a fence corner; thence along said fence North 51°27'52" West 367.09 feet; thence North 38°02'43" East 19.05 feet; thence North 51°59'43" West 198.76 feet to the Easterly line of Riverdale Road; thence North 38°21'00" East 402.99 feet along said Easterly line; thence South 51°48'01" East 493.55 feet; thence South 38°21'00" West 10.72 feet; thence South 51°48'01" East along a building line 342.00 feet to the place of beginning.

Tax Parcel No. 06-029-0027 ✓

**DEVELOPER'S SITE****Retail Parcel:**

A PART OF THE SOUTHWEST QUARTER OF SECTION 5 AND A PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING 135.30 feet North 89°33'01" West and 496.49 feet South 40°26'59" West and 253.12 feet North 51°48'01" West from the Northeast corner of the Northwest Quarter of Section 8, Township 5, North, Range 1 West, Salt Lake Base and Meridian, and running thence North 38°21'00" East 110.90 feet; thence North 51°48'01" West 335.00 feet to the East line of Riverdale Road; thence North 38°21'00" East along said East line 80.00 feet; thence South 51°39'00" East 450.94 feet; thence South 38°21'00" West 71.04 feet; thence South 51°39'00" East 375.41 feet; thence South 34°15'00" West 128.72 feet; thence North 51°48'01" West along a building line 342.00 feet; thence North 38°21'00" East 10.72 feet; thence North 51°48'01" West 158.55 feet to the point of Beginning. Contains 2.23 acres, more or less.

06-029-0021 /

**Outlot:**

Part of the Northwest Quarter of Section 8, Township 5 North, Range 1 West of the Salt Lake Meridian, U.S. Survey:

BEGINNING at a point that is South 506.98 feet, and West 1052.01 feet and North 51°59'43" West 3.48 feet from the Northeast corner of said Quarter Section; said point also being on a chain link fence line, and running thence South 38°02'43" West 72.25 feet along said fence line; thence North 51°59'43" West 199.51 feet to the Easterly line of Riverdale Road; thence North 38°21'00" East 140.00 feet along said Easterly line; thence South 51°59'43" East 198.76 feet; thence South 38°02'43" West 19.05 feet to a fence corner; thence continuing along said fence South 38°02'43" West 48.70 feet to the point of beginning. Contains 27,878.4 square feet or .640 acres.

Tax Parcel Nos. 06-029-0021 and 06-029-0028 ✓

**CANTER SITE**

A part of the Southwest quarter of Section 5, and a part of the Northwest quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey; beginning 135.30 feet North 89°33'01" West 496.49 feet South 40°26'59" West and 253.12 feet North 51°48'01" West from the Northeast corner of the Northwest quarter of said Section 8; and running thence North 51°48'01" West 335.00 feet to the Northeasterly right of way line of Riverdale Road; thence North 38°21' East 110.90 feet along said right of way line; thence South 51°48'01" East 335.00 feet; thence South 38°21' West 110.90 feet to the point of beginning.

Tax Parcel No. 05-141-0043 ✓

**TOYS SITE****IN-N-OUT PARCEL**

Lot 101 of the Toys 'R' Us Subdivision being located in the Southwest quarter of Section 5 and the Northwest quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Base & Meridian.

Tax Parcel Nos. 05-196-0003 and 05-196-0006 ✓

**GIRAFFE PARCEL**

Lot 102 of the Toys 'R' Us Subdivision being located in the Southwest quarter of Section 5 and the Northwest quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Base & Meridian.

Tax Parcel No. 05-196-0005 ✓

**EXHIBIT 4**

**Toys Site**

**In-N-Out Parcel Legal Description:**

Lot 101 of the Toys 'R' Us Subdivision being located in the Southwest quarter of Section 5 and the Northwest quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Base & Meridian.

Tax Parcel Nos. 05-196-0003 and 05-196-0006

**Giraffe Parcel Legal Description:**

Lot 102 of the Toys 'R' Us Subdivision being located in the Southwest quarter of Section 5 and the Northwest quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Base & Meridian.

Tax Parcel No. 05-196-0005



**EXHIBIT 5-1**

**Site Plan for In-N-Out Parcel**

**[attached]**

INOB48245824710.6

**PROJECT SUMMARY**  
**ZONING CLASSIFICATION**  
 JURISDICTION: CITY OF RIVERDALE  
 ZONE: C-3 (REGIONAL COMMERCIAL)  
**SITE AREA**  
 4.137 ACRES  
 181,100 SQ FT  
 16,500 SQ FT  
 14,500 SQ FT  
 23,000 (14,500 SPAC)

**BUILDING AREA**  
 3,000 SF  
 17,000 SF  
 46,000 SF

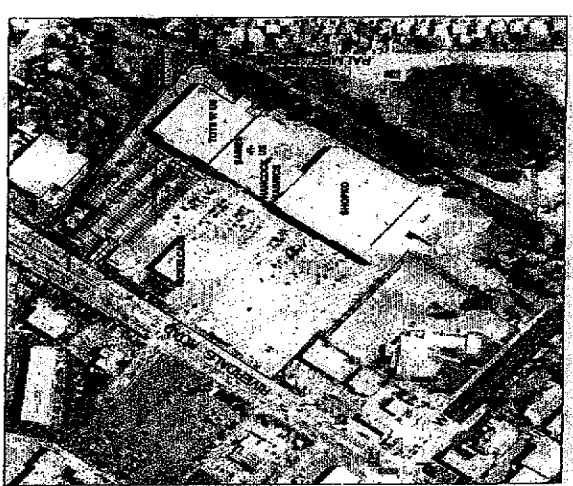
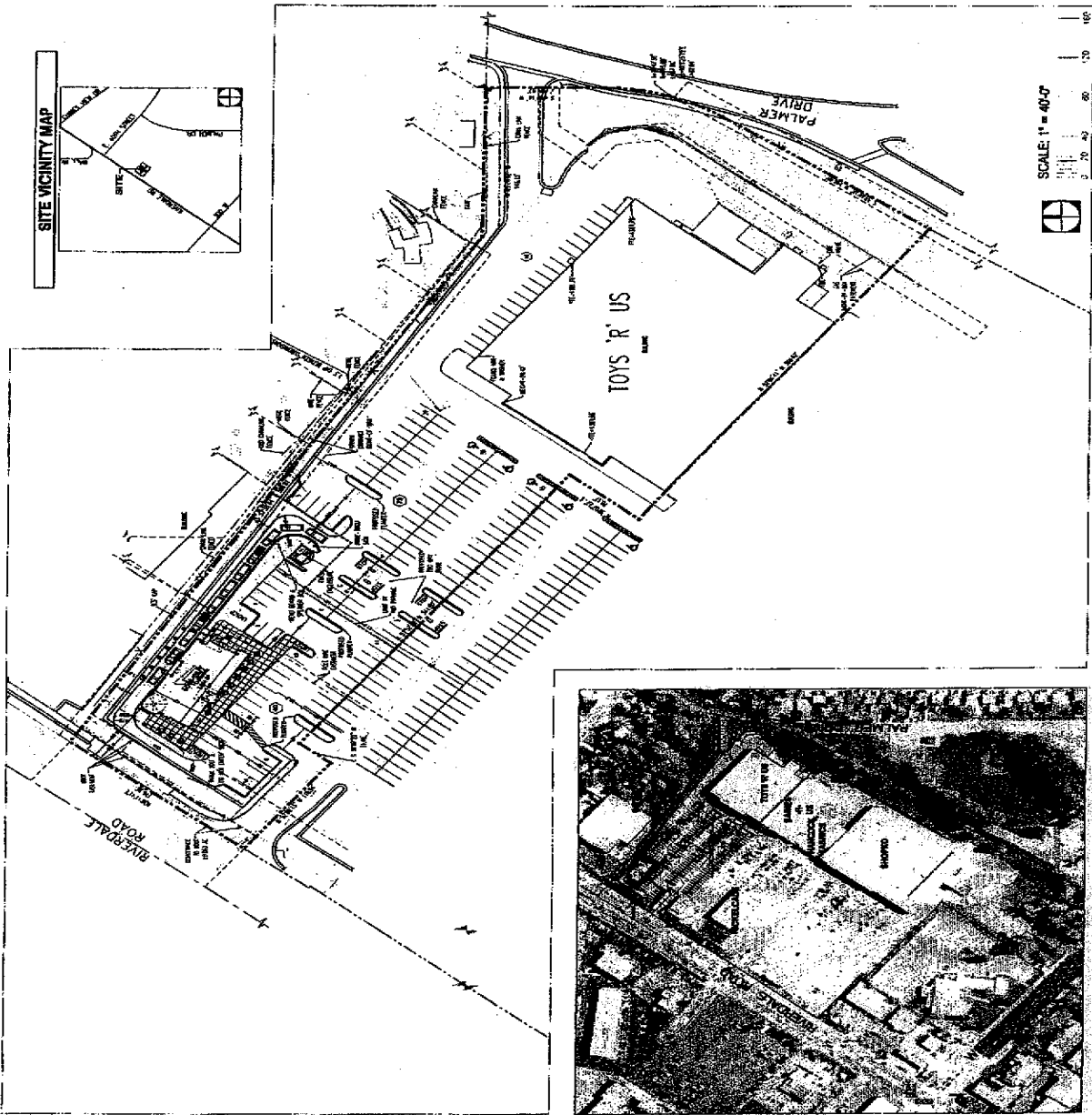
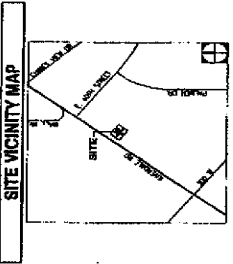
**PARKING SUMMARY**  
 RATIO: 1.0  
 SPACES: 40  
 REQUIRED: 40  
 PROVIDED: 40  
 STANDARD: 1 SP/100 SF  
 HANDICAP: 2  
 TOTAL HANDICAP: 2  
 TOYS 'R US: 1 SP/100 SF  
 STANDARD: 100  
 HANDICAP: 2  
 TOTAL TOYS 'R US: 102  
 TOTAL PARKING PROVIDED: 170

**LANDSCAPE CALCULATIONS**  
 LANDSCAPE AREA COVERAGE: 2,000 SF @ 4.137 AC  
 LANDSCAPE AREA COVERAGE: 4,800 SF @ 1.16%  
 LANDSCAPE & HARDSCAPE: 4,800 SF @ 2.523%  
 ALL CALC. BASED ON 4.137 AC PARCEL AREA

**BUILDING/LANDSCAPE SETBACKS**  
 RESTAURANT @ 10' SPACE PER SEATING TABLE BOOTH ON TABLE  
 20' FRONT YARD @ 10' OUTDOOR TABLES @ 10' SP  
 10' SIDE SETBACK @ 10'00" OF SALES FLOOR SPACE IN BUILDING  
 30'00" SETBACK @ 10'00" OF SALES FLOOR SPACE

**DRAWING ISSUE/REVISION RECORD**  
 DATE: 07/23/10  
 DRAWN BY: J. WILSON  
 CHECKED BY: J. WILSON  
 07/23/10 PREP BY: J. WILSON  
 08/02/10 PREP BY: J. WILSON  
 08/02/10 PREP BY: J. WILSON  
 08/12/10 PREP BY: J. WILSON

**PROJECT NOTES**  
 1. THE PROPOSED DEVELOPMENT IS FOR PLANNING PURPOSES ONLY. SITE SPECIFIC INFORMATION ON ALL CONDITIONS, ZONING, PARKING, LANDSCAPE REQUIREMENTS MUST BE VERIFIED.  
 2. ALL CURB CUTS AND TRAFFIC SIGNALS SHOWN, EXISTING AND PROPOSED, MUST BE VERIFIED.  
 3. PREPARED BY MICHEL GROHE, LICENSED SURVEYOR



SCALE: 1" = 40'-0"  
 0 20 40 60 80 100

**INO\_UT-RIVERDALE (SEC Riverdale & 40th)-SP 9**

**Greenleaf**  
 1820 Main Street, Suite 1100  
 Irvine, CA 92614  
 949.256.1550 | 949.256.1575