

Index
 EASEMENTS WITH
 COVENANTS AND RESTRICTIONS AFFECTING LAND
 (ECR)

2795779

5

	Page
A. Recitals.....	1
1. Parcel I ownership.....	1
2. Parcel II ownership.....	1
3. Purpose.....	1
B. Agreement.....	1
C. Terms.....	1
1. Building/common areas: Definition.....	1
a. "Building Areas".....	1
b. "Common Areas".....	1
2. Buildings.....	1
a. Use.....	1
b. Location.....	1
c. Design and construction.....	1
d. Easements.....	2
e. Fire protection.....	2
3. Common areas use.....	2
a. Grant of easements.....	2
b. Use.....	2
c. Limitations on use.....	2
1. Customers.....	2
2. Employees.....	2
3. General.....	2
d. Utility and service easements.....	2
Common areas: Development, maintenance and taxes...	2
a. Development.....	2
1. Arrangement.....	2
2. "Building Area" to Common Area" ratio.....	3
3. Development timing.....	3
4. Service drive.....	3
b. Maintenance.....	3
1. Standards.....	3
2. Expenses.....	3
3. By agent.....	3
c. Taxes.....	3
Signs.....	3
Indemnification/insurance.....	4
a. Indemnification.....	4
b. Insurance.....	4
7. Eminent domain.....	4
a. Owner's right to award.....	4
b. Collateral claims.....	4
c. Tenant's claim.....	4
d. Restoration of Common Areas.....	4
8. Agreement.....	4
a. Modification - cancellation.....	4
b. Breach.....	4
c. Non-merger.....	4
d. Duration.....	5
9. Rights and obligations of lenders.....	5
10. Release from liability.....	5
11. Rights of successors.....	5
12. Marginal notes.....	5
D. Exhibits.....	
1. Exhibit "A" plot plan.....	6
2. Exhibit "B" Parcel I description.....	7
3. Exhibit "C" Parcel II description.....	8
4. Exhibit "D" description of any easements surviving this agreement.....	10

Recorded MAR 18 1976 at SLC
 Request of Western States Title Company
KATIE L. DIXON, Recorder
Salt Lake County, Utah
 By Patricia Brown Deputy
 REC. CLERK

BOOK 4139 PAGE 88

I. Recording data:
 1. Bk. (Vol.) (Liber): _____
 2. Pg. (Folio): _____
 3. Instrument No. (File): _____
 4. Recording date: _____

II. Location and description data:
 1. Store # 251 2. Di Salt Lake City
 3. City/State: Granger, Utah
 4. Survey, dated 6/27/75,
 last revised _____ Basis
 of Exhibits "B" and "D" descrip-
 tions.

EASEMENTS WITH
COVENANTS AND RESTRICTIONS AFFECTING LAND (ECR)

THIS AGREEMENT made this 24th day of February, 1976, between SAFEWAY STORES, INCORPORATED, a Maryland corporation, herein called "Safeway," and WINMAR COMPANY, INC., a California corporation, herein called "Developer."

A. RECITALS

1. Parcel I ownership. Safeway is the owner of Parcel I as shown on the plan attached hereto as Exhibit "A" hereof, and which is more fully described as Parcel I on Exhibit "B" hereof.
2. Parcel II ownership. Developer is the owner of Parcel II as shown on the plan attached hereto as Exhibit "A" hereof, and which is more particularly described as Parcel II on Exhibit "C" hereof.
3. Purpose. Safeway and Developer desire that Parcels I and II be developed in conjunction with each other pursuant to a general plan of improvement to form a commercial shopping center (sometimes hereinafter referred to as the "shopping center") and desire Parcels I and II be subject to the easements and the covenants, conditions and restrictions hereinafter set forth.

B. AGREEMENT

In consideration that the following encumbrances shall be binding upon the parties hereto and shall attach to and run with Parcels I and II, and shall be for the benefit of and shall be limitations upon all future owners of Parcels I and II and that all easements herein set forth shall be appurtenant to the dominant estates, and in consideration of the promises, covenants, conditions, restrictions, easements and encumbrances contained herein, Safeway and Developer do hereby agree as follows:

C. TERMS

1. Building/common areas: Definition.

a. "Building Areas" as used herein shall mean that portion of Parcel I devoted from time to time to building improvements and that portion of Parcel II shown on Exhibit "A" as "Developer Building Area" (and "Future Building Area").

b. "Common Areas" shall be all of Parcels I and II except said Building Areas.

2. Buildings.

a. Use: The buildings shall be for commercial purposes of the type usually found in a retail shopping center. The tenants occupying the buildings shall be primarily retail and service tenants of the type normally associated with a retail shopping center.

b. Location: No building shall be constructed on Parcels I or II, except within the Building Areas. The front wall of the building on Parcel II shall be constructed in the location shown on Exhibit "A".

c. Design and construction: The buildings shall be designed so that the exterior elevation of each will be architecturally and aesthetically compatible and so that the buildings' wall footings shall not encroach from one parcel onto the other parcel. The design and construction shall be in conformity with sound architectural and engineering standards and the construction shall be first quality. No building shall exceed one story in height (35 feet) (plus mezzanines).

BOOK 4139 PAGE 89

d. Easements: In the event building wall footings encroach from one parcel onto the other parcel, despite efforts to avoid that occurrence, the party onto whose parcel the footings encroach shall cooperate in granting an encroachment permit or easement to the party whose building wall footings encroach.

e. Fire Protection: Any building constructed on Parcel I will be sprinklered. Developer will provide that any building constructed on Parcel II, immediately adjacent to any Parcel I building, will be constructed in a manner which will preserve the sprinklered rate obtained on the Parcel I building.

3. Common areas use:

a. Grant of Easements: Each party, as grantor, hereby grants to the other party for the benefit of said other party, its tenants, its customers, invitees, contractors and employees, a nonexclusive easement for roadways, walkways, ingress and egress, the parking of motor vehicles and use of facilities installed for the comfort and convenience of tenants, customers, invitees, contractors and employees on the common areas of the grantor's parcel.

b. Use: Subject to existing easements of record, the Common Areas shall be used for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, for driveway purposes, and for the comfort and convenience of tenants, customers, invitees, contractors and employees of all businesses and occupants of the buildings constructing on the Building Areas defined above.

c. Limitations on Use:

1. Customers: Customers and invitees shall not be permitted to park on the Common Areas except while shopping or transacting business on Parcels I or II.
2. Employees: Employees shall not be permitted to park on the Common Areas, except in areas designated as "employee parking areas." The parties hereto may from time to time mutually designate and approve "employee parking areas."
3. General: All of the uses permitted within the Common Areas shall be used with reason and judgment so as not to interfere with the primary purpose of the Common Areas which is to provide for parking for the tenants, customers, invitees, employees and contractors of those businesses conducted within the Building Areas and for the servicing and supplying of such businesses. Persons using the Common Areas in accordance with this agreement shall not be charged any fee for such use.

d. Utility and service easements: The parties shall cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Common Areas and buildings to be erected upon the Building Areas. Both parties will use their best effort to cause the installation of such utility and service lines prior to paving of the Common Areas.

4. Common areas: Development, maintenance and taxes:

a. Development:

1. Arrangement: The arrangement of the Common Areas shall not be changed except by mutual agreement of the owners of seventy-five percent (75%) of the land area of Parcel I and seventy-five percent (75%) of the land area of Parcel II, together with Safeway's written consent so long as it has an interest either as tenant or owner of Parcel I and the consent of Developer and Pay 'N Save Corporation so long as either has an interest as owner or tenant in Parcel II.

2. "Building Area" to "Common Area" ratio: Both parties agree that at all times there shall be independently maintained on each parcel, a building area to common area ratio of not less than the ratio permitted by zoning ordinance or other lawful zoning authority; provided, that in no event shall said ratio be less than two (2) square feet of developed "common area" for each (1) square foot of total building floor area, including all basements and mezzanines.

3. Development timing: When any building is constructed within the Building Areas on a parcel, the Common Areas on that parcel shall be developed in accordance with Exhibit "A" at the expense of the owner of said parcel. Any portion of Parcel II not initially developed with Building or Common Areas shall be graded and graveled and maintained in a neat and clean condition.

4. Service Drive Easement: Developer and Developer's wholly owned subsidiary corporation, BUR, INC., a Delaware corporation, hereinafter called "Bur," hereby grants to Safeway a perpetual, non-exclusive easement over and across both (a) the Common Areas of Parcel II and (b) across and through drive aisles as they may be relocated from time to time over the Westerly 100 feet of the Northern boundary line separating Parcel II and the property adjacent to Parcel II, owned by Bur, and known as the "Valley Fair Mall Shopping Center," which is described by metes and bounds on Exhibit "D" attached hereto and made a part hereof, for vehicular and pedestrian ingress and egress between the Common Areas of Parcel I and the property described on Exhibit "D".

b. Maintenance.

1. Standards: Following completion of the improvement of the Common Areas, the parties hereto shall maintain the Common Areas in good condition and repair. The maintenance is to include, without limiting the generality of the foregoing, the following:

(A) Maintaining the 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 in quality, use and durability.

(B) Removing all 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 appropriate directional signs, markers and lines.

(D) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required.

(E) Maintaining all perimeter walls in a good condition and state of repair; and

(F) Maintaining all landscaped areas and making such replacements of shrubs and other landscaping as is necessary.

2. Expenses: The respective owners shall pay the maintenance expense of their parcels.

3. By agent: Subject to the mutual agreement of the parties hereto, and Pay 'N Save Corporation, a third party may be appointed as an agent of the parties to maintain the Common Areas in the manner as above outlined. Said third party may receive for such agency a fee that is mutually acceptable to all parties to cover supervision, management, accounting and similar fees which sums are to be included in the general maintenance expense paid by the respective owners of the Common Areas.

4. By Tenant: The obligations of the respective owners to maintain the Common Areas and to pay for such maintenance, as provided at paragraphs 1 and 2 above, may be delegated from time to time by either owner to the tenant or tenants of its parcel; provided, however, that such owner shall remain fully liable to owners and tenants of the other parcel for the full performance of such obligations in the event of any default in the performance thereof by such tenant or tenants.

c. Taxes.

Each of the parties hereto agree to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities all real property taxes and assessments which are levied against that part of the Common Areas owned by it.

BOOK 4139 PAGE 91

5. Signs: No signs shall be located on the Common Areas on Parcels I or II except signs advertising businesses conducted thereon with no more than two (2) signs on the Common Areas on Parcel I and two (2) signs on the Common Areas on Parcel II. No signs shall obstruct the ingress and egress shown on Exhibit "A".

6. Indemnification/Insurance:

a. Indemnification: Each party hereby indemnifies and saves the other party harmless from any and all liability, damage, expense, causes of action, suits, claims, or judgments arising from injury to person or property and occurring on its own parcel, except if caused by the act or neglect of the other party hereto.

b. Insurance: Each party shall provide public liability insurance with limits of not less than \$300,000/\$500,000 for injury or death and property damage insurance in the amount of \$100,000.

7. Eminent Domain:

a. Owner's right to reward: Nothing herein shall be construed to give either party any interest in any award or payment made to the other party in connection with any exercise of eminent domain or transfer in lieu thereof affecting said other party's parcel or give the public or any government any rights in Parcels I or II. In the event of any exercise of eminent domain or transfer in lieu thereof of any part of the Common Areas located on Parcel I or Parcel II, the award attributable to the land and improvements of such portion of the Common Areas shall be payable only to the owner in fee thereof and no claim thereon shall be made by the owners of any other portion of the Common Areas.

b. Collateral claims: All other owners of the Common Areas may file collateral claims with the condemning authority for their losses which are separate and apart from the value of the land area and improvements taken from another owner.

c. Tenant's claim: Nothing in this paragraph 7 shall prevent a tenant from making a claim against an owner pursuant to the provisions of any lease between tenant and owner for all or a portion of any such award or payment.

d. Restoration of Common Areas: The owner of the fee of each portion of the Common Areas so condemned shall promptly repair and restore the remaining portion of the Common Areas so owned as near as practicable to the condition of same immediately prior to such condemnation or transfer to the extent that the proceeds of such award are sufficient to pay the cost of such restoration and repair and without contribution from any other owner.

8. Agreement:

a. Modification - Cancellation: This agreement may be modified or cancelled only by written consent of all record owners of Parcel I and the record owners of seventy-five percent (75%) of the land area of Parcel II, together with Safeway's written consent as long as it has an interest as either tenant or owner in Parcel I, and together with the written consent of Developer and Pay N' Save Corporation so long as either has an interest as an owner or tenant in Parcel II, which consents shall not be unreasonably withheld.

b. Breach: In the event of breach or threatened breach of this agreement, only all record owners of Parcel I as a group, or the record owners of seventy-five percent (75%) of the land area of Parcel II as a group, or Safeway so long as it has an interest as owner or tenant in Parcel I, or Developer and Pay N' Save Corporation so long as either has an interest as an owner or tenant in Parcel II shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach. The unsuccessful party in any action shall pay to the prevailing party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

c. Non-merger: So long as Safeway and/or Pay N' Save is tenant of either parcel this agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership to the parcels described herein, or any parts thereof, is vested in one part or entity.

BOOK 4139 PAGE 92

d. Duration: Unless otherwise cancelled and terminated, this agreement and all the easements, rights and obligations hereof shall automatically terminate and be of no further force or effect after fifty-seven (57) years from the date hereof, except that the access and/or utility easements described on Exhibit "D" attached hereto shall continue in full force and effect until terminated in writing by the parties entitled to modify this agreement in accordance with the provisions of 8.a. hereof. * in paragraph 4.a.4. and

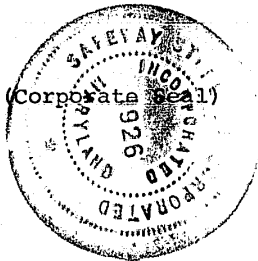
9. Rights and obligations of lenders. The charges and burdens of this agreement, are, and shall at all times be, prior and therefore superior to the lien or charge of any mortgage or deed of trust made in good faith and for value affecting Parcel I or Parcel II or any part thereof, or any improvements now or hereafter placed thereon. However, a breach of any of the easements, covenants, or restrictions hereof shall not defeat or render invalid the lien or charge of any mortgage or deed of trust. The superiority of this agreement shall be LIMITED to the extent that title to any property acquired through sale under foreclosure of any mortgage or deed of trust effected by powers of sale, judicial proceedings, or otherwise, shall be subject to all the charges and burdens affecting Parcels I and II by virtue of this agreement.

10. Release from liability. If during the existence of this agreement Safeway shall sell or transfer or otherwise terminate its interest as owner or tenant in Parcel I or in the event Developer shall sell or transfer its interest in all or a part of Parcel II then from and after the effective date of such sale, transfer or termination of interest, Safeway or Developer shall be released and discharged from any and all obligations, responsibilities and liabilities under this agreement; as to the part sold or transferred, except those which have already accrued as of such date.

11. Rights of successors. The easements, restrictions, benefits, and obligations hereunder shall create mutual benefits and servitudes upon Parcels I and II running with the land. This agreement shall bind and inure to the benefit of the parties hereto, their respective heirs, representatives, tenants, successors, and/or assigns. The singular number includes the plural and the masculine gender includes the feminine and neuter.

12. Marginal notes. The marginal notes herein contained are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this document nor in any way affect the term and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.



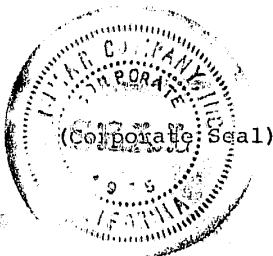
SAFEWAY STORES, INCORPORATED
A Maryland Corporation

By [Signature]
Its Assistant Vice President

By [Signature]
Its Assistant Secretary

(Safeway)

BOOK 4139 PAGE 93



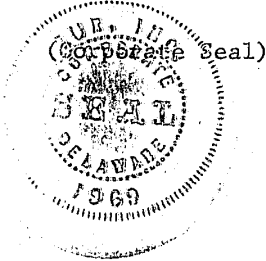
WINMAR COMPANY, INC.
(a California Corporation)

By [Signature]
Its Sr. Vice President

By [Signature]
Its Assistant Vice President

(Developer)

The foregoing Easements With Covenants and Restrictions Affecting Land is hereby consented to this 24th day of February, 1976.



BUR, INC.
(a Delaware corporation)

By *J. M. Bannochie*
Its Vice President

By *James R. Fletcher*
Its Secretary

BOOK 4139 PAGE 94

BOOK 4139 PAGE 95

20'-3"

244'-8"

S 0° 00' 44" W

EXIST HOME
36,000 sq ft

Developer B

E 303.0'

BOOK 4139 PAGE

96

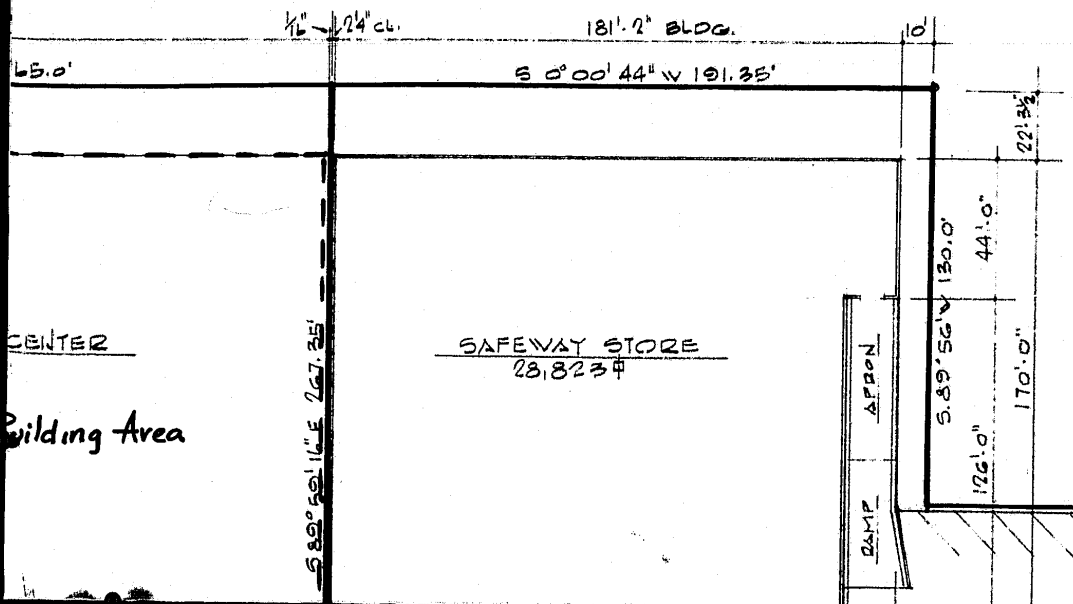


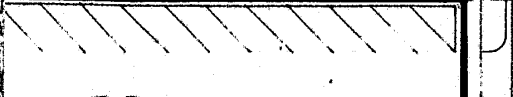
EXHIBIT "A" (TO ECR AGREEMENT)

———— DEFINITION OF PARCELS I AND II

- - - - - DEFINITION OF DEVELOPER
BUILDING AREA

BOOK 4139 PAGE 97

60° 00' 44" W 130.0'

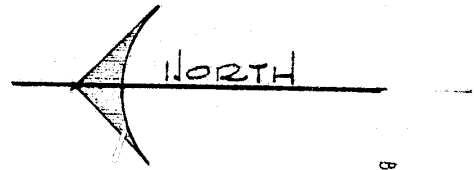


N 89° 57' 20"

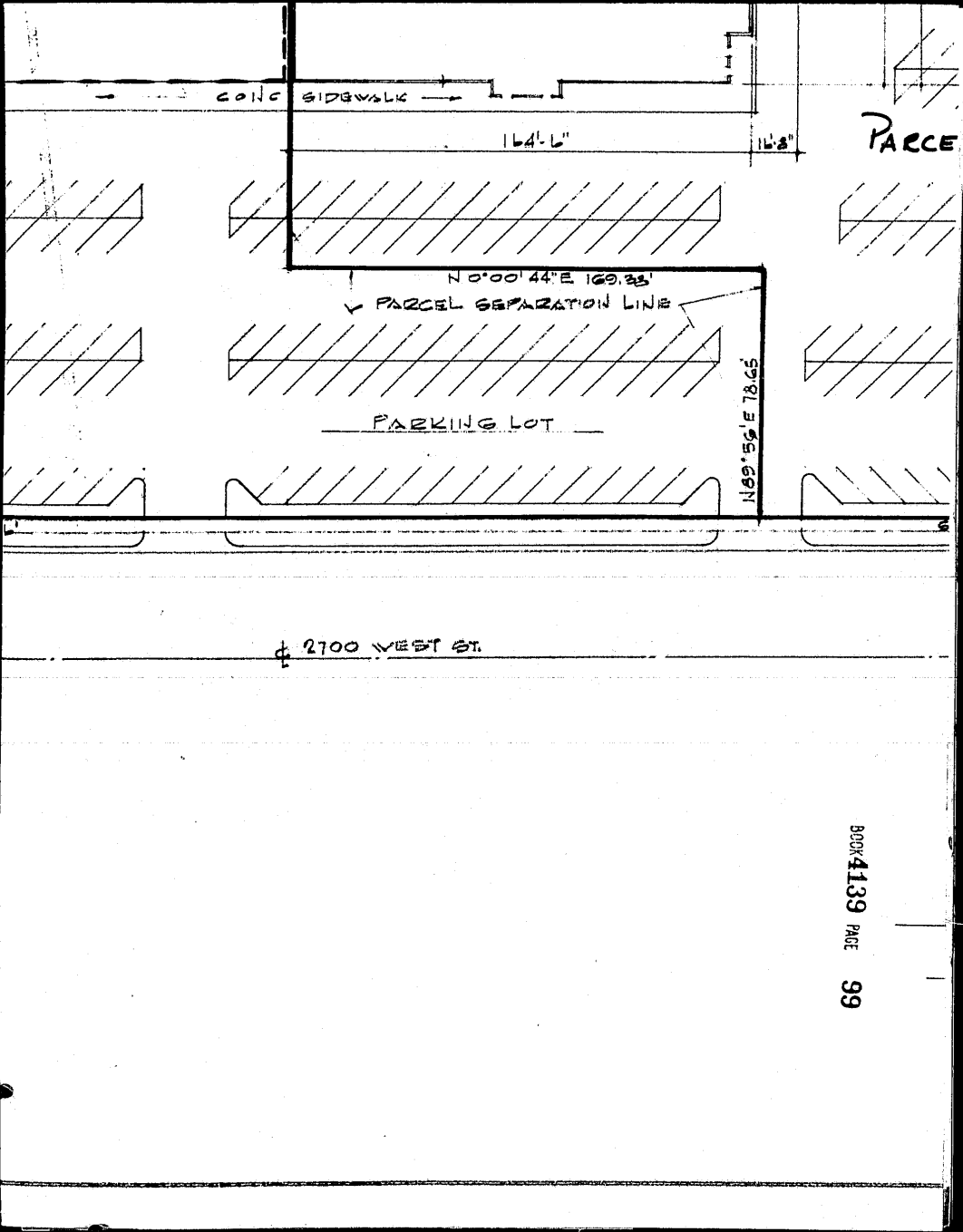
PARCEL II

N 0° 00' 44" E 434'

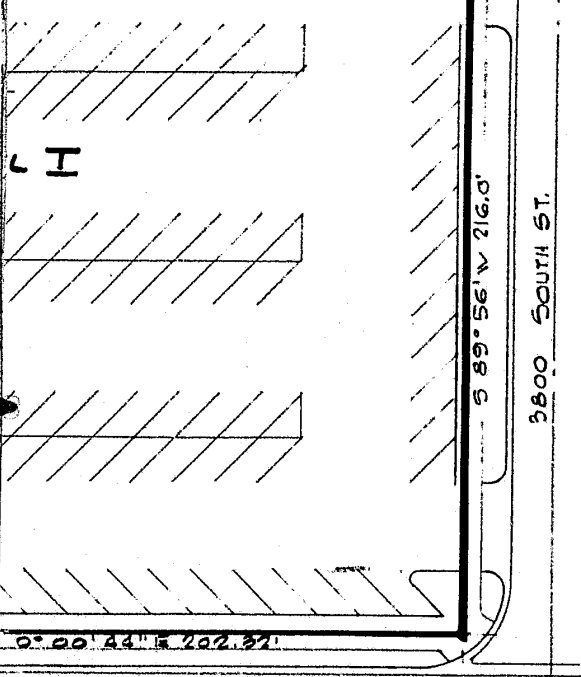
ENTRANCE DRIVE
TO MALL PARKING LOT.



BOOK 4139 PAGE 98



BOOK 4139 PAGE 99



BOOK 4139 PAGE 100

SITE PLAN
 SAFEWAY STORE N° 251 & ERNST HOME CENTER
 VALLEY FAIR MALL GRANGER, UTAH

JAN 28, 1976

(Plot plan to be affixed showing "Parcel I," "Parcel II" and
"Developer Building Area.")

BOOK 4139 PAGE 101

EXHIBIT "A"

PARCEL I

Beginning on the East line of 2700 West Street and the North line of 3800 South Street at a point which is North 89°56' East 50.00 feet and North 0°00'44" East 25.00 feet from the center of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 0°00'44" East along the East line of 2700 West Street 202.33 feet; thence North 89°56' East 78.65 feet; thence North 0°00'44" East 169.38 feet; thence South 89°59'16" East 267.35 feet; thence South 0°00'44" West 191.34 feet; thence South 89°56' West 130.00 feet; thence South 0°00'44" West 180.00 feet to the North line of 3800 South Street; thence South 89°56' West along the North line of 3800 South Street 216.00 feet to the point of beginning.

*

BOOK 4139 PAGE 102

PARCEL II

Beginning on the East line of 2700 West Street, said point being North 89°56' East 50.0 feet and North 0°00'44" East 227.33 feet from the center of Section 33, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°56' East 78.65 feet; thence North 0°00'44" East 169.38 feet; thence South 89°59'16" East 267.35 feet; thence North 0°00'44" East 265.60 feet; thence South 89°57'20" West 346.00 feet to the East line of 2700 West Street; thence South 0°00'44" West 434.76 feet to the point of beginning.

*

BOOK 4139 PAGE 103

EXHIBIT "C"

"Valley Fair Mall Shopping Center"

Beginning at a point on the East Right of Way line of 2700 West Street, said point being $S 89^{\circ} 58' 40'' E$ along the Section line 33.00 feet, and $S 0^{\circ} 00' 44'' W$ along said East Right of Way line 154.91 feet, from the North $\frac{1}{4}$ Corner of Section 33 Township 1 South Range 1 West, Salt Lake Base and Meridian, and running thence $S 89^{\circ} 59' 21'' E$ 39.00 feet to a point of a curve to the right, the radius point of which is $S 89^{\circ} 53' 21'' E$ 75.00 feet, thence Northeasterly along the arc of said curve 117.83 feet to a point of tangency, said point being 80.00 feet perpendicularly distant Southerly from the Centerline of 3500 South Street at Engineer Station 1721.53 of State Freeway Project I-215; thence $S 89^{\circ} 58' 40'' E$ 505.72 feet to a point on a curve to the right, the radius point of which is $S 5^{\circ} 04' 45'' W$ 848.83 feet, said point also being 80.00 feet perpendicularly distant southerly from the centerline of said 3500 South Street at Engineer Station 116 37.29; thence Southeasterly along the arc of said curve 183.09 feet; thence $S 0^{\circ} 01' 00'' W$ 15.30 feet; thence $S 89^{\circ} 58' 40'' E$ 15.68 feet to a point on a curve to the right, the radius point of which is $S 52^{\circ} 55' 58'' W$ 848.83 feet; thence Southeasterly along the arc of said curve 33.77 feet to a point of intersection with a curve to the right, the radius point of which is $S 54^{\circ} 01' 22'' W$ 768.83 feet; said point of intersection being 80.00 feet radially distant southwesterly from the centerline of I-5 ramp at Engineer Station 18100; thence southeasterly along the arc of said curve 82.48 feet to a point on the East line of the West $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 33; thence South along said East line 1948.58 feet to the SW Corner of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Section 33; thence $S 89^{\circ} 57' 22'' W$ along the south line of the North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said Sec 33, 1288.88 feet to the East R/W line of 2700 West Street; thence $N 0^{\circ} 00' 44'' E$ along said East R/W line 1631.35 feet to the point of beginning.

CONTAINS 54.160 ACRES, more or less.

BOOK 4139 PAGE 104

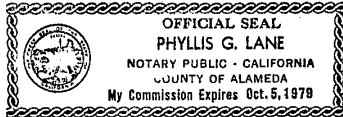
EXHIBIT "D"

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

On the 4th day of March, 1976, A.D., personally appeared before me, PATRICK S. TOTMAN and RICHARD H. COSTELLO, who being by me duly sworn did say that he the said Patrick S. Totman is the Assistant Vice President and he the said Richard H. Costello is the Assistant Secretary of SAFEWAY STORES, INCORPORATED, a Maryland corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said Patrick S. Totman and Richard H. Costello acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

(Notarial Seal)



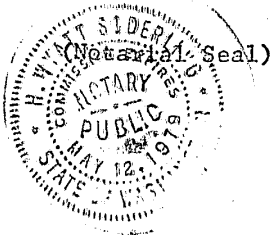
Phyllis G. Lane
Phyllis G. Lane, NOTARY PUBLIC
In and for the County of Alameda,
State of California,
My residence is Berkeley, Calif.

My commission expires: Oct. 5, 1979

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On the 24th day of February, 1976, A.D., personally appeared before me, I. McConnachie and Jack R. Fletcher, who being by me duly sworn did say that he the said I. McConnachie is the Sr. Vice President and he the said Jack R. Fletcher is the Ass't Vice President of WINMAR COMPANY, INC. a California corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said I. McConnachie and Jack R. Fletcher acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.



H. Wyatt Siderup
NOTARY PUBLIC in and for the County
of King, State of
Washington

My residence is Redmond, Washington

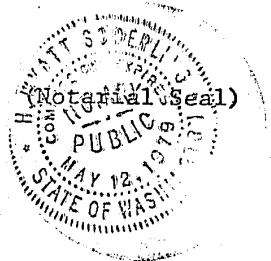
My commission expires: May 12, 1979

BOOK 4139 PAGE 105

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On the 24th day of February, 1976, A.D., personally appeared before me, I. McConnachie and Jack R. Fletcher, who being by me duly sworn did say that he the said I. McConnachie is the Vice President and he the said Jack R. Fletcher is the Secretary of BUR, INC., a Delaware corporation and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said I. McConnachie and Jack R. Fletcher acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.



H. Wyatt Soderling

NOTARY PUBLIC, in and for the
County of King, State of
Washington
My residence is Redmond, Washington
My commission expires: May 12, 1979

BOOK 4139 PAGE 106

TENANT'S AGREEMENT

THIS AGREEMENT is made this 30th day of January, 1976, by PAY'N SAVE CORPORATION, a Washington corporation, lessee of the land hereinafter described and hereinafter referred to as "lessee" and WINMAR COMPANY, INC., a California corporation, hereinafter referred to as "lessor";

W I T N E S S E T H :

THAT, WHEREAS, lessor has leased to lessor a portion of that certain real property located in the City of Granger, County of Salt Lake, State of Utah, by Lease dated October 28, 1974, a memorandum of which was recorded March 6, 1975 as Entry No. 2689041, in Book 3798, at Page 254 of the Official Records of Salt Lake County, said property being more particularly described in said lease; and

WHEREAS, lessor has sold or will sell the property described as Parcel I on Exhibit "A" attached hereto and made a part hereof to SAFEWAY STORES, INCORPORATED, a Maryland corporation; and

WHEREAS, lessor and Safeway Stores, Incorporated, have or will execute a document entitled Easements With Covenants and Restrictions Affecting Land (ECR) for the creation of mutual rights and benefiting restrictions over Parcels I, II and III, as depicted on Exhibit "A", said ECR to be dated the date Safeway buys Parcel I and a copy is attached as Exhibit "B" hereto; and

WHEREAS, it is to the mutual benefit of the parties hereto that said ECR be entered into by the lessor and Safeway Stores, Incorporated, and lessee is willing that the encumbrances of the lease first above mentioned, be subordinated and made subject to the said ECR and all of the rights, privileges, and restrictions of the parties thereunder, only to the extent necessary to effectuate the ECR.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is hereby declared and agreed as follows:

FIRST: That said Easements With Covenants and Restrictions Affecting Land (ECR) together with all of the rights, privileges and restrictions thereunder shall unconditionally be and remain at all times prior and superior to the encumbrances of the Lease first above mentioned, only to the extent necessary to effectuate the ECR.

SECOND: That lessee declares, agrees and acknowledges that it consents to and approves lessor's execution of said ECR and duly unconditionally subordinates the lease encumbrances first above mentioned in favor of said ECR together with all rights, privileges and restrictions of the parties thereunder.

THIRD: That lessee agrees that if the agreement is recorded the Exhibit "B" attached hereto need not be recorded, but only the Index of the recorded copy with the recording data of the document noted thereon.

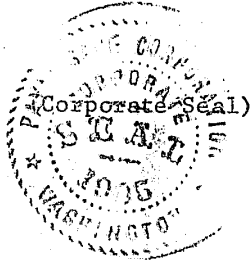
FOURTH: That lessee hereby relinquishes and affirmatively quitclaims any and all rights that it may have with regard to Parcel I as described in the Easements With Covenants and Restrictions Affecting Land (ECR), except those rights created for lessee by the ECR.

FIFTH: That all of the covenants and agreements herein contained shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

SIXTH: The foregoing agreement of Tenant is made only on the condition that Tenant has the right to approve the Plot Plan to be attached to the Easements With Covenants & Restrictions Affecting Land and any changes in the Exhibits B and C (legal descriptions) to the Easements With Covenants & Restrictions Affecting Land.

EXHIBIT "E"

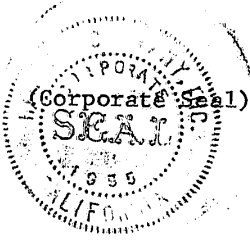
IN WITNESS WHEREOF, the parties hereto, have executed this Agreement.



PAY'N SAVE CORPORATION
(a Washington corporation)

By [Signature]
Its
By [Signature]
Its

(Lessee)



WINMAR COMPANY, INC.
(a California corporation)

By [Signature]
Its Sr. Vice President
By [Signature]
Its Assistant Vice President

(Lessor)

BOOK 4139 PAGE 108

(It is agreed that the "Easements With Covenants and Restrictions Affecting Land (ECR)" which has been or will be executed by and between WINMAR COMPANY, INC., SAFEWAY STORES, INCORPORATED, and BUR, INC., shall be affixed as Exhibit "A" prior to the recording of this Tenant's Agreement.)

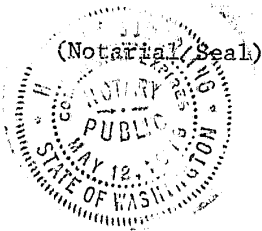
EXHIBIT "A"
To Tenant's Agreement Exhibit "E" dated
January 30, 1976, between Pay'N Save
Corporation and Winmar Company, Inc.

BOOK 4139 PAGE 109

STATE OF WASHINGTON)
COUNTY OF KING) ss.

On the 24th day of February, 1976, A.D., personally appeared before me, I. McConnachie and Jack R. Fletcher, who being by me duly sworn, did say that he the said I. McConnachie is the Sr. Vice President and he the said Jack R. Fletcher is the Secretary of WINMAR COMPANY, INC. a California corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said I. McConnachie and Jack R. Fletcher acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.



N. Anne Soderling
NOTARY PUBLIC in and for the County
of KING, State of
WASHINGTON

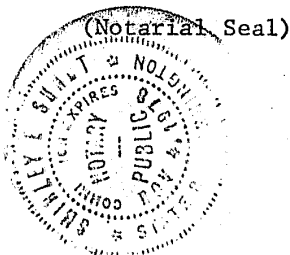
My residence is Redmond, Washington.

My commission expires: May 12, 1979

STATE OF Washington)
COUNTY OF King) ss.

On the 3rd day of March, 1976, A.D., personally appeared before me, M. Lament Bean and Raymond C. Swanson, who being by me duly sworn did say that he the said M. Lament Bean is the President and he the said Raymond C. Swanson is the Secretary of PAY'N SAVE CORPORATION, a Washington corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said M. Lament Bean and Raymond C. Swanson acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.



Shirley E. Sundt
NOTARY PUBLIC in and for the County
of King, State of Washington
My residence is Seattle
My commission expires: 4-4-78

BOOK 4139 PAGE 110

NONDISTURBANCE AGREEMENT

→ CHARLES S. STORMS

THIS NONDISTURBANCE AGREEMENT is made as of this 24th day of February, 1976, by RICHARD M. HANSEN, M. E. SHELTON, THOMAS H. CRUIKSHANK, ~~LEE F. MERMIS~~ AND JOHN BIRDSONG, constituting and acting as a majority of the TRUSTEES OF HALLIBURTON EMPLOYEES' BENEFIT FUND, hereinafter referred to as "Trustees", and BUR, INC., a Delaware corporation, hereinafter called "Bur", in favor of SAFEWAY STORES, INCORPORATED, a Maryland corporation, hereinafter called "Safeway",

W I T N E S S E T H:

THAT, WHEREAS, Trustees are the beneficiary under that certain Deed of Trust dated June 30, 1972 executed by WINMAR COMPANY, INC., a California corporation, recorded June 30, 1972 as Entry No. 2467254, in Book 3099, at Page 149, Official Records of Salt Lake County; and

WHEREAS, pursuant to an Agreement dated January 21, 1976, Safeway is the purchaser of the property described as Parcel I in the Easements With Covenants and Restrictions Affecting Land (ECR), in the same form as that attached as Exhibit "A" hereto and made a part hereof, which has been or will be executed by Safeway and WINMAR COMPANY, INC., a California corporation, hereinafter referred to as "Winmar", and

WHEREAS, Trustees have or may have the right to enforce certain restrictive covenants as set forth in an Instrument dated and recorded June 30, 1972, as Entry No. 2467252, in Book 3039, at Pages 117 to 130 inclusive and pursuant to the Conveyance dated and recorded simultaneously therewith in Book 3099, at Pages 131 to 147 as Entry No. 2467253 thereof; and

WHEREAS, Trustees Deed of Trust has been or will be revised to release the property described as Parcel I in the ECR; and

WHEREAS, Safeway's agreement to purchase requires that the provisions of the ECR be a first and prior charge on the property subjected to the Deed of Trust and restrictive covenants referred to hereinabove.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto do now hereby declare, covenant and agree as follows:

FIRST: That Trustees hereby consents to the execution of said ECR by Winmar and by Bur, Inc., a Delaware corporation, hereinafter referred to as "Bur."

SECOND: That Trustees hereby agrees that it will be bound by and will abide by the provisions of the ECR and in the event of any foreclosure or other suit, sale or proceeding for the enforcement of the Deed of Trust or restrictive covenants, if Safeway is not then in default under the terms of the ECR, that Safeway will not be made a party to such suit, sale or proceeding; and that subsequent to any such suit, sale or proceeding, both Trustees' and Safeway's rights under the property subject to the ECR shall be unaffected thereby.

THIRD: That each and all of the covenants, terms, agreements, and obligations of this Nondisturbance Agreement shall extend to and beind and inure to the benefit of the successors and assigns of the parties hereto; and that as used herein, the singular number includes the plural, and the masculine gender includes the feminine and the neuter.

IN WITNESS WHEREOF, the parties hereto have executed this Nondisturbance Agreement.

TRUSTEES OF HALLIBURTON EMPLOYEES' BENEFIT FUND, constituting and acting as a majority thereof.

Richard M. Hansen
RICHARD M. HANSEN, Trustee

M.E. Shelton
M.E. SHELTON, Trustee

Thomas H. Cruikshank
THOMAS H. CRUIKSHANK, Trustee

Charles S. Storms
LEO F. MERMIS, Trustee
CHARLES S. STORMS,

John Birdsong
JOHN BIRDSONG, Trustee

"Trustees"

SAFeway STORES, INCORPORATED
(a Maryland corporation)

By [Signature]
Its Assistant Vice President

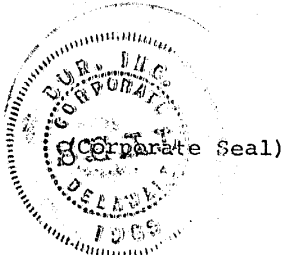
By [Signature]
Its Assistant Secretary

"Safeway"

BUR, INC.
(a Delaware corporation)

By [Signature]
Its Vice President

By [Signature]
Its Secretary



BOOK 4139 PAGE 112

(It is agreed that the "Easements With Covenants and Restrictions Affecting Land (ECR)" which has been or will be executed between WINMAR COMPANY, INC., BUR, INC. and SAFEWAY STORES, INCORPORATED, shall be affixed as Exhibit "A" hereon prior to the recordation of this Nondisturbance Agreement.)

EXHIBIT "A"

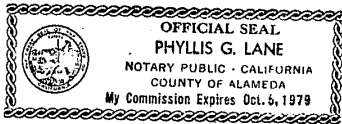
To Nondisturbance Agreement dated January 30, 1976, executed by and between the trustees of the Halliburton Employees' Benefit Fund, Bur, Inc., and Safeway Stores, Incorporated.)

STATE OF CALIFORNIA)
) ss
COUNTY OF ALAMEDA)

On the ^{much} 4th day of February, 1976, A.D., personally appeared before me, PATRICK S. TOTMAN and RICHARD H. COSTELLO, who being by me duly sworn did say that he the said Patric S. Totman is the Assistant Vice President and he the said Richard H. Costello is the Assistant Secretary of SAFEWAY STORES, INCORPORATED, a Maryland corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said Patrick S. Totman and Richard H. Costello acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

(Notarial Seal)

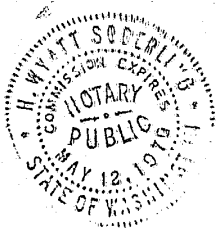


Phyllis G. Lane
Phyllis G. Lane, NOTARY PUBLIC
in and for the County of Alameda,
State of California.
My residence is Berkeley, California
My Commission Expires: October 5, 1979

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On the 24th day of February, 1976, A.D., personally appeared before me, I. McCONNACHIE and JACK R. FLETCHER, who being by me duly sworn did say that he the said I. McConnachie is the Vice President and he the said Jack R. Fletcher is the Secretary of BUR, INC., a Delaware corporation, and that said instrument was signed in behalf of said corporation by authority of a resolution of its Board of directors, and the said I. McConnachie and Jack R. Fletcher acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.



H. Wyatt Soderling
H. Wyatt Soderling, in and for the
State of Washington, residing at
Redmond
My Commission Expires: May 12, 1979

STATE OF *Texas*)
COUNTY OF *Dallas*) ss

On the *13th* day of *March*, A.D. 1976, personally appeared before me RICHARD M. HANSEN, signer of the above instrument, who duly acknowledged to me that he executed the same.

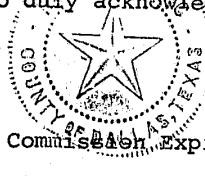


Gloria S. Berry
Notary Public residing at: *Irving, Texas*

My Commission Expires: June 1, 1977

STATE OF *Texas*)
COUNTY OF *Dallas*) ss

On the *11th* day of *March*, A.D. 1976, personally appeared before me M.E. SHELTON, signer of the above instrument, who duly acknowledged to me that he executed the same.



Gloria S. Berry
Notary Public residing at: *Irving, Texas*

My Commission Expires: June 1, 1977

STATE OF *Texas*)
COUNTY OF *Dallas*) ss

On the *15th* day of *March*, A.D. 1976, personally appeared before me THOMAS H. CRUIKSHANK, signer of the above instrument, who duly acknowledged to me that he executed the same.

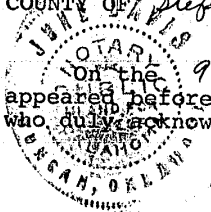


Gloria S. Berry
Notary Public residing at: *Irving, Texas*

My Commission Expires: June 1, 1977

STATE OF *Oklahoma*)
COUNTY OF *Stephens*) ss

On the *9th* day of *March*, A.D. 1976, personally appeared before me ~~LEO F. MERMIG~~, signer of the above instrument, who duly acknowledged to me that he executed the same.
CHARLES S. STORMS

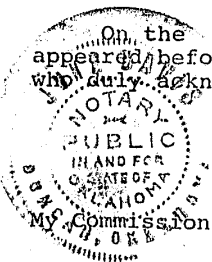


Jane Davis
Notary Public residing at: *Duncan, OK*

My Commission Expires: 9-29-78

STATE OF *Oklahoma*)
COUNTY OF *Stephens*) ss

On the *9th* day of *March*, A.D. 1976, personally appeared before me JOHN BIRDSONG, signer of the above instrument, who duly acknowledged to me that he executed the same.



Jane Davis
Notary Public residing at *Duncan, OK*

My Commission Expires: 9-29-78

BOOK 4139 PAGE 115