EASEMENT AGREEMENT

E 1005286 8 1559 P 1586

5W-7-47.1W

THIS EASEMENT AGREEMENT ("Agreement") is made and entered into as of the ITH day of September, 1991, by and between THE CORPORATION OF THE EPISCOPAL CHURCH IN UTAH ("Episcopal Church") and CDI-EVANS DEVELOPMENT COMPANY, a joint venture organized and existing as a Utah limited partnership ("CDI-Evans"), DESERET MUTUAL BENEFIT ASSOCIATION, a Utah nonprofit corporation ("DMBA"), MCDONALDS CORPORATION, a Delaware corporation ("McDonalds"), KMART CORPORATION, a Michigan corporation ("Kmart"), ZIONS FIRST NATIONAL BANK, a National Banking Association ("Zions"), ALBERTSON'S, INC., a Delaware corporation ("Albertson's") and FIRST SECURITY BANK OF UTAH, N.A. ("First Security") (hereinafter collectively the "Shopping Center Parties").

WITNESSETH:

WHEREAS, CDI-Evans is the owner of a certain tract of land located in the City of Layton, County of Davis, State of Utah, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference, hereinafter referred to as "Shorping Center"; and

WHEREAS, McDonalds is the record owner of a portion of the Shopping Center; and

WHEREAS, DMBA is the record owner of a portion of the Shopping Center; and

WHEREAS, First Security is the record owner of a portion of the Shopping Center; and

WHEREAS, CDI-Evans is the record owner of the buildings and improvements located in the Shopping Center, with the exception of

FIRST AMERICAN TITLE IN THE INDIVIDUAL AND 323959

McDonald's and First Security Bank, and CDI-Evans is also the ground lessee of all of the land of the Shopping Center pursuant to two separate Ground Lease Agreements between DMBA and CDI-Evans, each dated December 2, 1981, as evidenced by two Memoranda of Ground Lease Agreements recorded as Entry No. 605170, Book 886, Page 844, and as Entry No. 605169, Book 886, Page 830, respectively, of the records of the County Recorder of Davis County, Utah; and

WHEREAS, McDonalds, DMBA, First Security and CDI-Evans are all of the record owners of the Shopping Center; and

WHEREAS, the Episcopal Church is the owner of certain real property contiguous to the North boundary of the Shopping Center, and

WHEREAS, CDI-Evans and the Episcopal Church have entered into an agreement whereby CDI-Evans has agreed to purchase a portion of the property owned by the Episcopal Church (the "Church Parcel") to provide additional parking for the Shopping Center (the "Agreement"), and

WHEREAS, the Church Parcel to be purchased by CDI-Evans is more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference; and

WHEREAS, as part of the Agreement the Episcopal Church is to receive an access easement over the Shopping Center property; and

WHEREAS, Zions is still the trustee and beneficiary under one of the Trust Deeds dated June 1, 1980, which is referred to and more particularly described in that certain Covenants for

Operation, Maintenance and Reciprocal Easements dated November 20, 1980, and recorded as Entry No. 581474, Book 850, Page 605, on the records of the County Recorder of Davis County, Utah (the "REA") (the other such Trust Deed which is referred to and described in the REA having been released and reconveyed of record) and Zions is also still the trustee under that certain Trust Indenture dated as of June 1, 1980, which is referred to and described in the REA, all with respect to the portion of the Shopping Center constituting the Kmart Demised Premises: and

WHEREAS, pursuant to an unrecorded Shopping Center Sublease dated August 5, 1982, Albertson's is the lessee of a portion of the Shopping Center:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.1 Access Easement: CDI-Evans hereby grants to the Episcopal Church, its successors and assigns, for the benefit of the Church, a permanent nonexclusive right of access for ingress and egress by vehicular and pedestrian traffic over and across that portion of the Shopping Center described as the 35 foot Service Drive on the north boundary of the Shopping Center from Highway 91 (Main Street) east to the "Access Drive", as identified as the "Access Easement" more particularly described in Exhibit "C" attached hereto and incorporated herein by this reference (the "Easement"). Access between the Shopping Center and the remaining

property owned by the Episcopal Church shall be in the location designated herein and described as the "Access Drive" on Exhibit "D". CDI-Evans agrees not to construct any permanent barricades or structures which could hinder or impede vehicular traffic access between the Shopping Center and the remaining property owned by the Episcopal Church over and across the Access Easement shown on Exhibit "C". It is agreed that no cross-easement is granted hereby, it being the intent of the Parties that this be a one-way easement.

1.2 Restrictions on Use: The Episcopal Church shall use the Easement solely for passenger vehicle and pedestrian access associated with the religious, charitable and educational use of the remaining property owned by the Episcopal Church. The Easement shall not be used by trucks or other heavy equipment without the prior written consent of CDI-Evans. At no time shall the Easement be used for commercial purposes or for access to the remaining Episcopal Church property if such property ceases to be used solely for religious, charitable and educational purposes.

The Episcopal Church shall have the right, at its sole discretion, to restrict the use of the Easement by gate or other means. In addition, improvement of the access point of the Easement shall not be a condition precedent to the effectiveness of the grant of the Easement as contained in this Agreement. The Episcopal Church may improve such access point and make use of the Easement at any time after the effective date of this Agreement.

- 1.3 Limitation of Liability: The Episcopal Church hereby acknowledges that the Easement vill be used at the sole risk of the user. For the sole purpose of allocating liability between the Shopping Center Parties, and the Episcopal Church, and for no other purpose, the Episcopal Church agrees that any damage caused to property or persons by its invitees and guests in connection with the use of the easement will not be the responsibility of the Shopping Center Parties.
- 2. The Episcopal Church agrees to construct said access at its sole cost and expense, which includes the relocation of the drainage ditch and refuse disposal dumpster. Plans for said construction shall be submitted to CDI-Evans for their review and approval which approval shall not be unreasonably withheld. The access shall be designed by a licensed and professional civil engineer and shall be in a manner so as to minimize and limit, as much as possible, storm water drainage from the Access Drive, to the Shopping Center Property, and according to requirements, laws and ordinances of the City of Clearfield. Maintenance of said Access Drive and an area two feet (2') south of the existing retaining wall shall be at the sole cost of the Episcopal Church and shall be done regularly using high quality materials. At no time shall snow from the access road be placed on the Shopping Center Property.
- 3. <u>Successors and Assigns:</u> The provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of each of the parties

hereto, their heirs, personal representatives, successors and assigns. E 1005286 B 1559 P 1591

- 4. Duration: The term of this Agreement shall be perpetual.
- 5. <u>unctive Relief:</u> In the event of any violation or threatened violation by any person of any of the terms, covenants or conditions of this Agreement, any or all of the parties hereto shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Agreement or available under statute, law or equity.
- 6. Modification: This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except with the consent of the parties hereto and then only by written instrument duly executed and acknowledged by all of the parties hereto and duly recorded in the Office of the Recorder of Davis County, Utah. No modification or rescission of this Agreement shall affect the rights of any lienholder unless the lienholder consents in writing to the modification or rescission.
- 7. Not a Public Dedication: Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purposes whatsoever. It being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed.
- 8. Attorney's Fees: In the event any entity which is entitled to the benefits of this Agreement brings an action at law

4

or in equity to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover from the other party its reasonable attorney's fees and court costs in addition to all other appropriate relief.

baral ran rannamen rannsmal	
all other appropriate relief.	E 1005286 # 1559 P 1592
EXECUTED as of the day as	nd year first above written.
	CORPORATION OF THE EPISCOPAL CHURCH IN UTAH By: Manual Prince Its: Authorized Agent
	cdl-evans development company, a joint venture organized and existing as a Utah limited partnership
	By: CDI, LTD., General Partner of CDI-Evans Development Company
	By: G. Walter Gasser, General Partner of CDI, Ltd.
ATTEST:	DESERET MUTUAL BENEFIT ASSOCIATION, a Utah nonprofit corporation
	By:
Secretary	Its:
ATTEST:	McDOMALDS CORPORATION, a Delaware corporation
Secretary	By:
ATTEST:	KMART CORPORATION, a Michigan corporation
	By:
Secretary	Its:

c:\gasser\easement.agt
skc/jr

E 1005286 8 1559 P 1593

or in equity to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover from the other party its reasonable attorney's fees and court costs in addition to

all other appropriate relief.	•
EXECUTED as of the day a	and year first above written.
	CORPORATION OF THE EPISCOPAL CHURCH IN UTAH
	By:
	CDI-EVANS DEVELOPMENT COMPANY, a joint venture organized and existing as a Utah limited partnership
	By: CDI, LTD., General Partner of CDI-Evans Development Company
	G. Walter Gasser, General Partner of CDI, Ltd.
ATTEST: /	DESERRY MUTUAL INSURANCE COMPANY fka DESERRY MUTUAL BENEFIT ASSOCIATION, a Utah nonprofit corporation
Secretary	By: Mouren U. Sturent
ATTEST:	McDONALDS CORPORATION, a Delaware corporation
Secretary	By:
ATTEST:	KMART CORPORATION, a Michigan corporation
Secretary	By:
::\gasser\easement.agt kc/jr	7

or in equity to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover from the other party its reasonable attorney's fees and court costs in addition to all other appropriate relief.

all other appropriate relief. EXECUTED as of the day and year first above written. CORPORATION OF THE EPISCOPAL CHURCH IN UTAK By: Its: Authorized Agent CDI-EVAMO DEVELOPMENT COMPANY, a joint venture organized and existing as a Utah limited partnership By: CDI, LTD., General Partner of CDI-Evans Development Company G. Walter Gasser, General Partner of CDI, Ltd. DESERRY MUTUAL BENEFIT ASSOCIATION, a Utah nonprofit corporation ATTEST: Secretary -McDOWALDS CORPORATION, a Delaware corporation ATTEST: Assistant/ Thomas. Director. Seymour Gree EMART CORPORATION, a Michigan corporation ATTEST: By:_ Its: Secretary

c:\gesser\essgmant.agt skc/jr or in equity to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover from the other party its reasonable attorney's fees and court costs in addition to £ 1005286 & 1559 P 1595 all other appropriate relief.

F2	E 1005286 8 1559 P 1
all other appropriate relie	
EXECUTED as of the day	and year first above written.
	CORPORATION OF THE EPISCOPAL CHURCH IN UTAH
	By: Milly . Minter Previous) Its: Authorized Agent
	CDI-EVANS DEVELOPMENT COMPANY,
	a joint venture organized and
	existing as a Utah limited partnership
	By: CDI, LTD., General Partner of CDI-Evans Development Company
	By: Mille And
	G. Walter Gasser, General Partner of CDI, Ltd.
ATTEST:	DESERT MUTUAL BENEFIT ASSOCIATION, a Utah nonprofit corporation
	_
Secretary	By:
	McDONALDS CORPORATION,
	a Delaware corporation
ATTEST:	
Secretary	By:
•	KMART CORPORATION,
ATTEST	a Michigan corporation
C) SHOW	By: 14.1.
ASST. Sewetary	Its: Senior Vice President
c:\gasser\easement.agt skc/jr	7

E 1005286 8 1559 P 1596

ZIONS FIRST NATIONAL BANK.

a national banking association ATTEST: TRUST OFFICER ALBERTSON'S, INC., a Delaware corporation ATTEST: Its: Secretary ATTEST: FIRST SECURITY BANK OF UTAH, M.A. Secretary STATE OF ______) COUNTY OF ____ On the ____ day of September, 1991, personally appeared re me _____ and _____, who, being by me duly sworn, did say that they are the of the corporation of the Episcopal Church in UTAH, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said _____ and acknowledged to me that said corporation executed the same. My Commission Expires: NOTARY PUBLIC: Residing at: _____

	a national banking association
ATTEST:	E 1005286 8 1559 P 159
	By:
Secretary	Its:
ATTEST:	ALBERTSON'S, INC., a Delaware corporation
	By: Romas L. Salh Jon
Secretary	Its: Senior Vice President
ATTEST:	FIRST SECURITY BANK OF UTAH, N.A.
	By:
Secretary	ICS:
STATE OF)	
COUNTY OF)	
On the day o	September, 1991, personally appeared and, who, being by that they are the and
me duly sworn, did say	that they are the and corporation of the episcopal Church IN
said corporation by author	CORPORATION OF THE EPISCOPAL CHURCH IN oing instrument was signed on behalf of rity of its Bylaws or a resolution of its
Board of Directors, and acknowledged to me that s	said and said corporation executed the same.
My Commission Expires:	
	NOTARY PUBLIC:
	Regiding at:

ZIONS FIRST NATIONAL BANK, a national banking association ATTEST: E 1005286 8 1559 P 1598 Its: Secretary ALBERTSON'S, INC., a Delaware corporation ATTEST: Secretary FIRST SECURITY BANK OF UTAH, N.A. ATTEST: Secretary STATE OF ______) : ss. COUNTY OF ____ On the _____ day of September, 1991, personally appeared before me ______ and _____, who, being by me duly sworn, did say that they are the ______ and _____ of THE CORPORATION OF THE EPISCOPAL CHURCH IN UTAH, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said _____ and acknowledged to me that said corporation executed the same. My Commission Expires: NOTARY PUBLIC: Residing at:

ZIONS FIRST NATIONAL BANK, a national banking association ATTEST: By: _ Its: Secretary ALBERTSON'S, INC., ATTEST: a Delaware corporation By:_ Secretary Its: PIRST SECURITY BANK OF UTAH, N.A. ATTEST: Its: Secretary STATE OF UTAH : SS. COUNTY OF SALT LAKE On the 11th day of September, 1991, personally appeared before me linker C. Ellingson and , who, being by me duly sworn, did say that The The President of the corporation of the episcopal church in UTAH, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said Wilter C. Ellingson and acknowledged to me that said corporation/executed the same. Commission Expires
Merch 19, 1982

March 19, 1982

ATE OF UT Refinition

The Commission of the Commiss Residing at: Sat Late County, Utah

STATE OF <u>Uf.</u>	E 1005286	B 1559 P 1600
: 85.		
COUNTY OF)		
On the 5th day of Septembefore me G. WALTER GASSER, who executed the foregoing instrument behalf of CDI, LTD., a Utah limite LTD., executed said instrument behalf of CDI-EVAMS DEVELOPMENT Country and existing as a Utah general page	aber, 1991, personally duly acknowledged to mo as a General Partner of partnership, and that as a General Partner is a general partner	e that he in and on said CDI, in and on
•	() all	
My Commission Expires:	NOTARY PUBLIC:	Eul_
	Residing at:	I Util
JANET N BOWLES Noticey Public STATE CF UTAH My Commission Expires October 31, 1993 Entil, UT 34313		
CTIME OF		
STATE OF		
COUNTY OF SALT LAKE)		
Decemb On the <u>3rd</u> day of Sumpton		appeared
before me Merwin U. Stewart and	Victor N. Gibb , who	, being by
me duly sworn, did say that the	ney are the <u>President</u>	and and
MUTUAL BEMEFIT ASSOCIATION, a Uta	h nonprofit corporation,	, and that
the foregoing instrument was sign by authority of its Bylaws or	ned on behalf of said co	rporation
Directors, and said Merwin t		N Gibb
acknowledged to me that said corr	poration executed the sa	
My Commission Expires:	A coince N 6	1 - 1 - 2
4 20 95	NOTARY PUBLIC:	i
	Residing at: Sall	<u> </u>
NOTARY PUBLIC STATE OF UTAH My Commenter Expres April 20, 1996 DIANA J. GOATES 10 South Main Street Stat Late City, Utah 84101		

c:\gasser\easement.agt skc/jr

MCDONALD'S (ACCIONLEDGHENT)

E 1005286 8 1559 9 1601

STATE OF ILLINOIS COUNTY OF DUPage SS:	
" your everce.	Hotary Public in and for the county and
CASSILLA ON MERCRY CESTIFY The	e louges B. Thomas, Decurrates Cliffertor
ad water late Corporation a Colambre	corporation, who is personally known to subscribed to the foregoing instrument
	AFAFA BA TNIK GAY IN DETKON AND
arraminated that he stored table in	ME CALIVAPPEE END SAID INSTRUMENT AS NIS
free and voluntary act as such Departs	THE HEAR AND THIPTOGRAF THEFTING SET TOTTO.
Given under my hand and notarial i	Chair Derwick
OF OAL SEAL	The County AND IN THE
eticle berwick	Motary Public
HOT MAY PARLIC STATE OF ELLHOIS	1
Hy commission and sale at 11,1004	<u> </u>
CACCHONLEDGME	OF - INDIVIDUAL)
STATE OF	
COUNTY OF SS:	
state aforesaid, DO HEREBY CERTIFY th	a Motary Public is and for the county and
~ *	wng (15)(479)
personally known to me to be the same	
	gerson(1) unose name(5) (15)(are)
subscribed to the foregoing instrument	t appeared before me this day in person ned, sealed and delivered the said
subscribed to the foregoing instrument and acknowledged that (he)(they) significant as (h.)(their) free and v	2 ADDRAFED BEFORE HE THIS GLY IN DETION
subscribed to the foregoing instrument	t appeared before me this day in person ned, sealed and delivered the said
subscribed to the foregoing instrument and acknowledged that (he)(they) signistrument as (h.)(their) free and witherein set forth.	t appeared before up this day in person ned, sealed and delivered the said oluntary act for the uses and purposes
subscribed to the foregoing instrument and acknowledged that (he)(they) significant as (h.)(their) free and v	t appeared before up this day in person ned, sealed and delivered the said oluntary act for the uses and purposes
subscribed to the foregoing instrument and acknowledged that (he)(they) signistrument as (h.)(their) free and witherein set forth. Given under my hand and meterial	t appeared before this day in person ned, sealed and delivered the said oluntary act for the uses and purposes seal, this day of
subscribed to the foregoing instrument and acknowledged that (he)(they) signistrument as (h.)(their) free and witherein set forth. Given under my hand and meterial	t appeared before up this day in person ned, sealed and delivered the said oluntary act for the uses and purposes
subscribed to the foregoing instrument and acknowledged that (he)(they) signistrument as (h.)(their) free and witherein set forth. Given under my hand and meterial	t appeared before this day in person ned, sealed and delivered the said oluntary act for the uses and purposes seal, this day of
subscribed to the foregoing instrument and acknowledged that (he)(they) signistrument as (h.)(their) free and witherein set forth. Given under my hand and meterial in the set of the se	t appeared before this day in person ned, sealed and delivered the said oluntary act for the uses and purposes seal, this day of
subscribed to the foregoing instrument and acknowledged that (he)(they) signistrument as (h.)(their) free and witherein set forth. Given under my hand and meterial in the set of the se	t appeared before this day in person ned, sealed and delivered the said oluntary act for the uses and purposes seal, this day of
subscribed to the foregoing instrument and acknowledged that (he)(they) signistrument as (P)(their) free and witherein set forth. Given under my hand and neithrial in the set of the se	t appeared before this day in person ned, sealed and delivered the said oluntary act for the uses and purposes seal, this day of Notary Public
subscribed to the foregoing instrument and acknowledged that (he)(they) signistrument as (h.)(their) free and witherein set forth. Given under my hand and meterial in the set of the se	t appeared before this day in person ned, sealed and delivered the said oluntary act for the uses and purposes seal, this day of Notary Public
subscribed to the foregoing instrument and acknowledged that (he)(they) signistrument as (r)(their) free and v therein set forth. Given under my hand and memorial is	t appeared before this day in person need, sealed and delivered the said oluntary act for the uses and purposes seal, this day of **Rotary Public**
subscribed to the foregoing instrument and acknowledged that (he)(they) signistrument as (h.)(their) free and viberein set forth. Given under my hand and memorial in the set forth. Hy commission expires	a Notary Public in and for the county and the tour present the said of the sai
subscribed to the foregoing instrument and acknowledged that (he)(they) signistrument as (P)(their) free and v therein set forth. Given under my hand and memorial in	REIT - CORPORATE) A Notary Public in and for the county and hat
subscribed to the foregoing instrument and acknowledged that (he)(they) signistrument as (h.)(their) free and witherein set forth. Given under my hand and memorial in the foregoing set forth. (ACKNOWLEDGE STATE OF COUNTY OF SS: [state aforesaid, DO HEREMY CERTIFY to corporation, who is personally known wherethed to the foregoing instruments.	Rotary Public a Notary Public a Notary Public a Notary Public in and for the county and hat to me to be the person whose name is not as yellow president, as a such president, agreement and person whose name is not as such president, agreement and person whose name is not as such president, agreement and person whose name is not as such president, agreement abefore me
subscribed to the foregoing instrument and acknowledged that (he)(they) signistrument as (P)(their) free and witherein set forth. Given under my hand and memorial is	a Motary Public in and for the county and hata(n) to se to be the person whose name is not as such President, appeared before se that he signed, sealed and delivered the settles of the county and hata(n)
subscribed to the foregoing instrument and acknowledged that (he)(they) signistrument as (r)(their) free and vitherein set forth. Given under my hand and memorial is	RENT - CORPORATE) A Hotary Public in and for the county and hat
subscribed to the foregoing instrument and acknowledged that (he)(they) signistrument as (r)(their) free and vitherein set forth. Given under my hand and memorial is	a Motary Public in and for the county and hata(n) to se to be the person whose name is not as such President, appeared before se that he signed, sealed and delivered the settles of the county and hata(n)
subscribed to the foregoing instrument and acknowledged that (he)(they) signistrument as (P)(their) free and viberein set forth. Given under my hand and memorial in the set forth. (ACRICHLEDGE STATE OF COUNTY OF SS: [state aforesaid, DO HERERY CERTIFY to corporation, who is personally known subscribed to the foregoing instruments day in person and acknowledged said instrument as his free and voluntree and voluntary act of said corposet forth.	REIT - CORPORATE) a Notary Public in and for the county and hat a such President of that such president a such president a factor action to me to be the person whose name is not as such president, appeared before me that he signed, sealed and delivered the notary act as such President and as the ration for the uses and purposes therein
subscribed to the foregoing instrument and acknowledged that (he)(they) signistrument as (P)(their) free and viberein set forth. Given under my hand and memorial in the set forth. (ACRICHLEDGE STATE OF COUNTY OF SS: [state aforesaid, DO HERERY CERTIFY to corporation, who is personally known subscribed to the foregoing instruments day in person and acknowledged said instrument as his free and voluntree and voluntary act of said corposet forth.	RENT - CORPORATE) A Hotary Public in and for the county and hat
subscribed to the foregoing instrument and acknowledged that (he)(they) signistrument as (P)(their) free and witherein set forth. Given under my hand and membrial ing	REIT - CORPORATE) a Notary Public in and for the county and hat a such President of that such president a such president a factor action to me to be the person whose name is not as such president, appeared before me that he signed, sealed and delivered the notary act as such President and as the ration for the uses and purposes therein
subscribed to the foregoing instrument and acknowledged that (he)(they) signistrument as (P)(their) free and witherein set forth. Given under my hand and membrial ing	REIT - CORPORATE) a Notary Public in and for the county and hat a such President of that such president a such president a factor action to me to be the person whose name is not as such president, appeared before me that he signed, sealed and delivered the notary act as such President and as the ration for the uses and purposes therein
subscribed to the foregoing instrument and acknowledged that (he)(they) signistrument as (P)(their) free and witherein set forth. Given under my hand and membrial ing	a Notary Public in and for the county and hat

McD-ACK-JRT-01/90 4298J

STATE OF) : ss.	E 1005286 B 1559 F 1602
before me and me duly sworn, did say that they of McDOWALDS CORPO	DRATION, a Delaware corporation,
and that the foregoing instrument corporation by authority of its Byla of Directors, and said acknowledged to me that said corporations.	was signed on behalf of said aws or a resolution of its Board
My Commission Expires:	NOTARY PUBLIC:
	Residing at:
STATE OF median)	
COUNTY OF Calcal; 58.	Rec 2
On the day of September before me M F Skiles and me duly sworn, did say that the	per, 1992, personally appeared LUIZAR, JR. who, being by
Assistant Secretary of EMART CORPORAT that the foregoing instrument w	IOW, a Michigan corporation, and as signed on behalf of said
corporation by authority of its Byl of Directors, and said	aws or a resolution of its Board and
acknowledged to me that said corpo	
My Commission Expires:	NOTARY PUBLIC:
	Residing at:

IRENE F. HAMMCLID
Mota y Public, Macomb County, Michigan
Acting in Oakland County, Michigan
My Commission Expires July 10, 1995

c:\gammer\easement.agt
skc/jr

STATE OF Utak)	£ 1005284	8 1559 P 1603
COUNTY OF Salt Lakes	1 1300200	• 1007 / 1003
flecen ben		
on the order day of september, the before me found in Juntary and formit me duly sworn, did say that they are TRUST OFFICER of BIOMS FIRST MATIONAL	1991, personally who.	appeared being by
me duly sworh, did say that they are	the TRUST OFF	ICEE and
TRUST OFFICER of SIONS FIRST NATIONA	L BANK, a Nationa	l Banking
Association, and that the foregoing instroof said association by authority of its	Bylaws or a reso	lution of
its Board of Directors, and sa	id Sousla- 12 De	uley and
the same.	said corporation	executed
Circ same.	(01 - 1-	•
My Commission Expires:	e Christia	rard_
3-18-95 NOTA	ding at: Lacet La	to County
60 (88 81.81)	7	<i>y</i>
JERI CHRISTIANSEN		
310 South Mein, Suite 308 Sait Leke City, Utah 84101		
My Commission Expires		
STATE OF UTAB		
STATE OF)		
COUNTY OF)		
On the day of September,	1001 nerconally	anneared
before me and	, who,	being by
me duly sworn, did say that they are	the	and
of ALBERTSON'S, INC., that the foregoing instrument was s	a Detaware corpora	of said
corporation by authority of its Bylaws of	r a resolution of	its Board
of Directors, and said	and	
acknowledged to me that said corporation	u executed the sq	ma +
My Commission Expires:		

NOTARY PUBLIC: Residing at:

STATE OF)		
COUNTY OF)	E 1005286 B 15	559 P 1604
On the day of Septemb before me and me duly sworn, did say that they of ZIOMS FIRST MA	er, 1991, personally appe , who, being are the TIONAL BANK, a National Ban	and
Association, and that the foregoing of said association by authority of its Board of Directors, and acknowledged to me	instrument was signed on be f its Bylaws or a resolution	shalf on of and
the same.		
My Commission Expires:	NOTARY PUBLIC: Residing at:	
COUNTY OF Ada)		
On the 27th day of September before me Thomas R. Saldin and me duly sworn, did say that the	er, 1991, personally appeared, who, being the Series Vice President MC., a Delaware corporation	eared ng by t-and . and
that the foregoing instrument we corporation by authority of its Byle of Directors, and said Thomas acknowledged to me that said corporations.	as signed on behalf of aws or a resolution of its B R. Salden and	said
My Commission Expires:	Manda Jachera 3177 NOTARY PUBLIC: S Residing at: Mudian Sh	Line

STATE OF)	
COUNTY OF Surine)	E 1005286 B 1559 P 1605
On the day of September	er, 1991, personally appeared
before me W.L. Haughton and	, who, being by
me duly sworn, did say that they	are the Executive Vice President and
of First Security	BANK OF UTAH, N.A., a National
Banking Association, and that the f	oregoing instrument was signed
on behalf of said association by	authority of its Bylaws or a
resolution of its Board of Directors	s, and said U.L. Housemed and
	that said corporation executed
the same.	α
My Commission Expires:	This All the
5-19-93	NOTARY PUBLIC:
	Residing at: _ SAIT LANG CON UT
Notary Public	
624 E. Claybourne Avo.	

EXHIBIT "A"

LAYTON SHOPPING CENTER

OVERALL DESCRIPTION (Including US-91 Pads)

E 1005286 B 1559 P 1606

A part of the Southwest Quarter of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the North right-of-way line of 2000 North Street (State Road No. 108) which is North 0°03'10" East 50.00 feet and South 89°47' West 502.16 feet from the South Quarter Corner of said Section 7 and running thence South 89°47' West 500.69 feet along said North line to the Easterly right-of-way line of U.S. Highway 91; thence North 36°47' West 975.58 feet along said Easterly line; thence North 89°43'40" East 681.59 feet; thence North 0°03'10" East 23.00 feet; thence North 89°43'40" East 425.84 feet; thence South 0°03'10" West 24.33 feet to a point which is North 0°03'10" East 833.54 feet and South 89°45'20" West 480.32 feet from said South Quarter Corner of Section 7; thence South 89°45'20" West 21.84 feet; thence South 0°03'10" West 783.30 feet to the point of beginning.

Contains 14.505 Acres

Subject to Proposed 8 Foot Road Widening along South line of Property.

EXHIBIT *B*

Property Description

City of Layton, Davis County, State of Utah

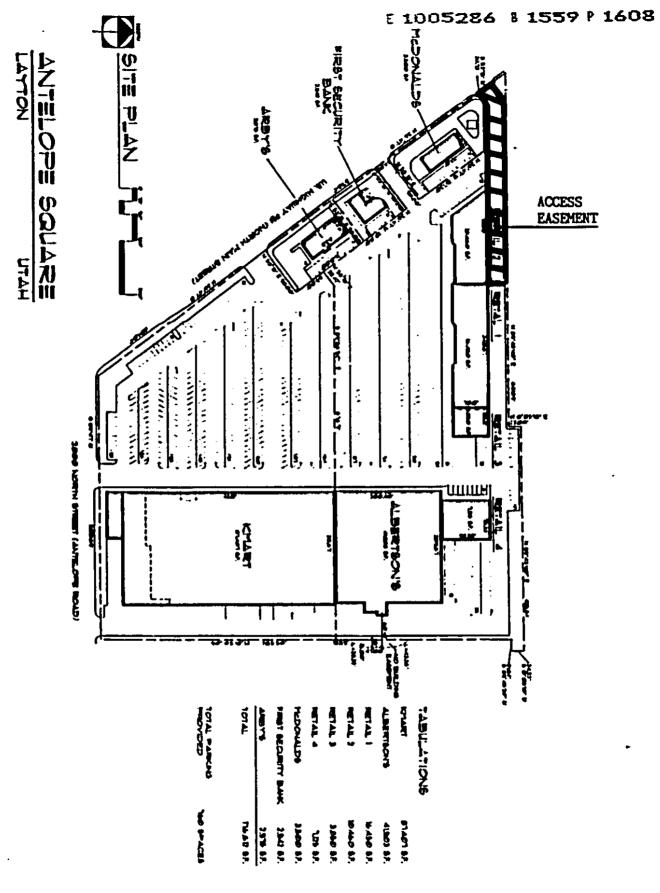
E 1005286 8 1559 P 1607

A part of the Southwest Quarter of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point which is 835.10 feet North 0°03'10" East; 790.79 feet South 89°43'40" West from the southeast Corner of the Southwest Quarter of said Section 7; said point being the intersection of the North line of the Deseret Mutual Benefit Association Property and the East line of the Corporation of the Episcopal Church Property and running thence South 89°43'40" West 115.37 feet; thence North 0°03'10" East 23.00 feet; thence North 89°43'40" East 115.37 feet; thence South 0°03'10" West 23.00 feet to the point of beginning.

Contains 2,653 Square Feet

pt 09-022-0051



ili Gi

Burlini/Bilberschlag, Lld.

arrient del Pierre de Marie III del Destate fine all', have, drave difficielle (RI-173)

EXEIBIT "D"

E 1005286 8 1559 P 1609

"Access Drive"

A 30 Foot Wide Access Point being located as follows:

A part of the Southwest Quarter of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point on the North Property Line of Grantors Property which is North 0°03'10" East 835.10 feet and South 83°43'40" West 1216.66 feet from the South Quarter Corner of said Section 7 and running thence South 89°43'40" West 30.00 feet along said North line.

E 1005286 E 1559 P 1610

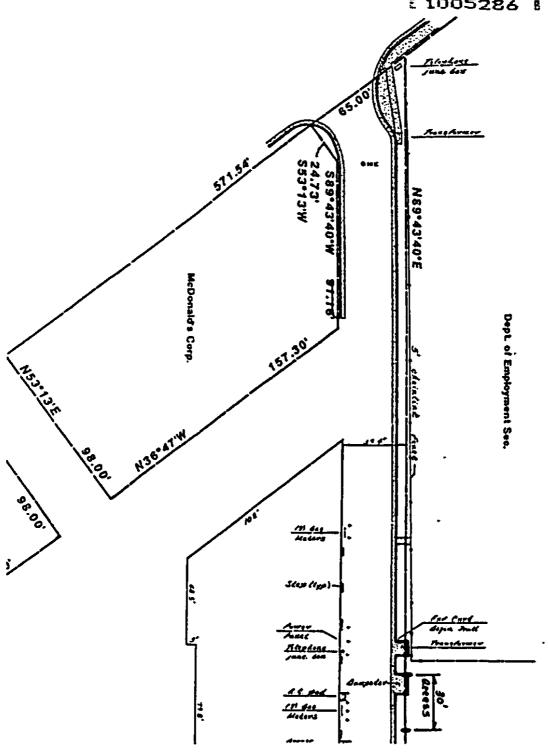


EXHIBIT "D" Page 2