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BOOK 2480 PAGE 373

JUL 27 1966

Recorded at 4:47 P.M. Request of WALKER BANK & TRUST  
FEE PAID, HAZEL TARGART CHASE RECORDER, SALT LAKE COUNTY, UTAH  
\$10.50 By *[Signature]* Deputy Ret

**Parties**

**THIS MEMORANDUM OF LEASE** dated this 18th day of March, 1966, between A. ALFRED TAUBMAN, a married man

and ~~\_\_\_\_\_~~ corporation having its principal office at 12741 Capital, Oak Park, Michigan 48237 (herein referred to as "Landlord"), and S. S. KRESGE COMPANY, a Michigan corporation having its principal office at 2727 Second Avenue, Detroit, Michigan 48232 (herein referred to as "Tenant"),

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations and the further consideration of the rents reserved and the covenants and conditions more particularly set forth in a certain lease between Landlord and Tenant and bearing even date herewith, Landlord and Tenant do hereby covenant, promise and agree as follows:

**Demised Premises**

1. Landlord does demise unto Tenant and Tenant does take from Landlord for the term hereinafter provided, and any extension thereof, the following property: Tenant's completed building or buildings (designated K mart, K mart Food and Tire-Battery-Accessory), together with site improvements to be constructed, as specified in said lease, by Landlord at its expense on the land described in Exhibit "A" and depicted on Exhibit "B", attached hereto and made a part hereof, situated in the City of Murray, County of Salt Lake, State of Utah, building or buildings to be in the locations and of the dimensions depicted on said Exhibit "B".

Landlord hereby gives and grants unto Tenant, in common with others entitled thereto, including Tenant's agents, employees, customers, licensees and invitees the following licenses, rights, privileges and easements: the use of parking areas, common areas (including rest rooms and other facilities, if any), roadways, sidewalks and accessways to public streets and highways indicated on said Exhibit "B", together with the use of any delivery or servicing areas adjoining Tenant's said buildings or designated as such on Exhibit "B", which areas shall be adequate for the passage, unloading and, if necessary, turning around of trailer trucks and other commercial vehicles.

Said completed buildings and site improvements, together with the licenses, rights, privileges and easements herein set forth, shall be hereinafter collectively referred to as the "demised premises".

**Term**

2. The lease term shall commence upon the date of occupancy by Tenant of said buildings, and shall terminate upon such date as shall be twenty (20) years from the last day of the month in which said date of occupancy by Tenant shall occur; provided, however, Tenant shall have the option to extend the lease term for three (3) successive periods of five (5) additional years each.

**Landlord's Covenant**

3. Landlord covenants, represents and warrants that, within the confines of the land described in Exhibit "A" now or in the future owned or controlled, directly or indirectly, by Landlord, Landlord's principal owners, stockholders, directors or officers, or their assignees or vendees, no premises (other than Tenant's buildings) shall be leased, rented, used or occupied for any purposes whatsoever without Tenant's prior written consent, which may be withheld or granted at Tenant's sole discretion and further, that in addition no premises so owned or controlled outside the confines of said area but within a four (4) mile radius thereof, shall be leased, rented, used or occupied for the operation of a variety store, department store, junior department store, cut-rate store or discount store. This covenant shall run with the land commencing with the date of execution of this lease and shall continue until such date as shall be the last day of the lease term or extension or renewal thereof; provided; however, this covenant shall cease and determine and be of no further force or effect in the event that either (a) subsequent to the commencement of the lease term, said buildings shall cease to be used for the operation of any store managed by Tenant for a period of six (6) consecutive months, excluding temporary interruptions of said operation because of causes beyond Tenant's control, or (b) said date of occupancy described in the aforesaid lease shall not occur prior to such date as shall be seven (7) years from the date of this lease. (See Page 2)

**Building Areas**

4. Landlord covenants, during the period commencing with the date of execution of aforesaid lease and ending upon the last day of the lease term and any extension or renewal thereof, that it will not erect or construct any buildings or other structures upon land described in Exhibit "A", except as shown on Exhibit "B"; provided, however, in the event that the date of occupancy by Tenant of the demised premises shall not occur prior to such date as shall be seven (7) years from the date of the aforesaid lease, then the restrictions imposed by this Article shall cease and determine and shall be of no further force or effect.

1

Approved as to form  
Key, Rawlins, Jones &  
Handwritten signature  
By *[Signature]*

2/24/65

m-113376

Signs

5. So long as Tenant desires, the demised premises shall be referred to only by the use of the service mark "K mart PLAZA" or such other designation as Tenant may indicate. Landlord expressly recognizes that the service mark and trademark "K mart", as well as the mark "K mart PLAZA", are the valid and exclusive property of Tenant, and Landlord agrees that it shall not either during the term of this lease or thereafter directly or indirectly contest the validity of said mark "K mart" or the mark "K mart PLAZA", or any of Tenant's registrations pertaining thereto in the United States or elsewhere, nor adopt or use said marks or any term, word, mark or designation which is in any aspect similar to the marks of Tenant. Landlord further agrees that it will not at any time do or cause to be done any act or thing, directly or indirectly, contesting or in any way impairing or tending to impair any part of the Tenant's right, title and interest in either of the aforesaid marks, and Landlord shall not in any manner represent that it has ownership interest in either of the aforesaid marks or registrations therefor, and specifically acknowledges that any use thereof pursuant to this lease shall not create in Landlord any right, title or interest in either of the aforesaid marks.

Tenant shall have the option to erect at its sole cost and expense upon any portion of the premises described in Exhibit "A", one or two pylon-type signs. Any such sign shall be of such height and other dimensions as Tenant shall determine and shall bear such legend or inscription advertising Tenant's store as Tenant shall determine. Tenant shall have the option to utilize the lighting standards in the parking lot for advertising purposes by attaching, or causing to be attached, signs advertising any and all products and services as Tenant shall elect.

Landlord shall not permit any other advertising signs, billboards or posters to be displayed on any portion of the land described in Exhibit "A" hereof, excepting flat wall signs which may be placed on stores, if any, now depicted on Exhibit "B" or in the future erected on future building sites as depicted thereon, providing such signs shall be utilized solely for the purpose of advertising the names of the respective tenants.

Landlord shall not, without Tenant's written consent, at any time utilize the exterior of Tenant's buildings, or the space above, for sign display purposes.

Landlord's  
Covenant

3. (Landlord covenants, represents and warrants that, within the confines of the area of the Commercial Development, described in Exhibit "A" now or in the future owned or controlled, directly or indirectly, by Landlord, Landlord's principal owner's stockholders, directors, or officers, or their assignees or vendors, no premises (other than Tenant's store unit) shall be leased, rented, used or occupied for any purposes whatsoever without Tenant's prior written consent, which may be withheld or granted at Tenant's sole discretion and further, that in addition no premises so owned or controlled outside the confines of the area of the Commercial Development but within a four (4) mile radius thereof, shall be leased, rented, used or occupied for the operation of a variety store, department store, junior department store, cut rate store or discount store. This covenant shall run with the land commencing with the date of execution of this lease and shall continue until such date as shall be the last day of the lease term or extension or renewal thereof; provided, however, this covenant shall cease and determine and be of no further force or effect in the event that either (a) subsequent to the commencement of the lease term, said store unit shall cease to be used for the operation of a cut rate store or discount store or any store managed by Tenant for a period of six (6) consecutive months, excluding temporary interruptions of said operation because of causes beyond Tenant's control, or (b) said date of occupancy described in Article 10 hereof shall not occur prior to such date as shall be seven (7) years from the date of this lease.

(Continued on Rider attached hereto)

The sole purpose of this instrument is to give notice of said lease and all its terms, covenants and conditions to the same extent as if said lease were fully set forth herein.

The conditions, covenants and agreements contained in this instrument shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns. All covenants and agreements of this instrument and said lease shall run with the land.

IN WITNESS WHEREOF, the parties hereto have executed these presents in duplicate and affixed their seals hereto as of the day and year first above written.  
Reva K. Taubman, wife of the Landlord, joins in the execution and delivery of this lease for the purpose of waiving, as against the Tenant, all her dower and homestead and other rights, statutory or otherwise, in the real estate hereby

WITNESSES:

Jerome C. Hirsch  
Jerome C. Hirsch

By: A. Alfred Taubman  
A. Alfred Taubman President X

Janice Ann Shoemaker  
Janice Ann Shoemaker

Attest: Reva K. Taubman  
Reva K. Taubman Secretary X

S. S. KRESGE COMPANY

APPROVED  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

W. B. Canfield  
W. B. Canfield  
Kathryn R. Gruss  
Kathryn R. Gruss

By: C. M. Booker  
C. M. Booker Vice President  
Attest: John C. Cook  
John C. Cook Assistant Secretary

STATE OF MICHIGAN  
COUNTY OF WAYNE )

On this 20th day of May, 1966, before me personally appeared A. Alfred Taubman and Reva K. Taubman, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Janice Ann Shoemaker  
Janice Ann Shoemaker, Notary Public,  
Macomb County, Michigan.  
Acting In Wayne County, Michigan.  
My Commission Expires: April 14, 1969.

ACKNOWLEDGMENTS

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STATE OF MICHIGAN }  
COUNTY OF WAYNE } ss:

I do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, residing therein and duly commissioned, personally appeared \_\_\_\_\_ and \_\_\_\_\_, known to me to be the President and Secretary of \_\_\_\_\_

\_\_\_\_\_ , who, being by me duly sworn, did depose and say that they reside in \_\_\_\_\_, respectively; that they are the President and Secretary respectively of \_\_\_\_\_

the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that, on behalf of said corporation and by order of its board of directors, they signed, sealed and delivered said instrument for the uses and purposes therein set forth, as its and their free and voluntary act; and that they signed their names thereto by like order.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires: \_\_\_\_\_ Notary Public

STATE OF MICHIGAN }  
COUNTY OF WAYNE } ss:

I do hereby certify that on this \_\_\_\_\_ lth day of \_\_\_\_\_ May, 19 66, before me, Lovisa Jenckes \_\_\_\_\_, a Notary Public in and for the County and State aforesaid, residing therein and duly commissioned, personally appeared \_\_\_\_\_ C. M. Booker and \_\_\_\_\_ John C. Cook \_\_\_\_\_, known to me to be the Vice President and Assistant Secretary of S. S. Kresge Company, who, being by me duly sworn, did depose and say that they reside in \_\_\_\_\_ Birmingham, Michigan - and - \_\_\_\_\_

Grosse Pointe Park, Michigan \_\_\_\_\_, respectively; that they are the Vice President and Assistant Secretary respectively of S. S. Kresge Company, the corporation described in and which executed the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that, on behalf of said corporation and by order of its board of directors, they signed, sealed and delivered said instrument for the uses and purposes therein set forth, as its and their free and voluntary act; and that they signed their names thereto by like order.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

My commission expires: December 4, 1967 \_\_\_\_\_ Lovisa Jenckes Notary Public

RIDER ATTACHED TO AND MADE PART OF THE MEMORANDUM OF THAT CERTAIN LEASE MADE THE 18th DAY OF MARCH, 1966, BETWEEN A. ALFRED TAUBMAN, A MARRIED MAN, AS LANDLORD, AND S. S. KRESGE COMPANY, AS TENANT.

3. (cont'd.)

A. It is understood and agreed that the Landlord is the owner of a parcel of land adjacent to the demised premises, which adjacent parcel is described in Exhibit "C" attached hereto and made a part hereof, and it is contemplated that Landlord or his assignee may develop such adjacent parcel as set forth in the plat which is attached hereto, marked Exhibit "D" and made a part hereof.

(1) The commencement of the term of this lease shall in no way be conditioned upon the development of the adjacent parcel of land.

(2) Landlord and Tenant agree that the building and the parking area shown on attached Exhibit "D" may be added from time to time at Landlord's sole discretion and under no circumstances shall Landlord be liable to Tenant for delay or total failure to complete same. When and if Landlord shall construct the building on the adjacent parcel and shall pave any or all of such parcel reserved for parking areas, Landlord and Tenant do hereby grant to each other non-exclusive easements on, over and across their respective parcels of property. Such easements shall be for the purpose of ingress and egress and for pedestrian and vehicular traffic to and from the respective parcels of property, and shall be for the use of Landlord and Tenant, and their respective agents, employees, customers and invitees. When and if such parking area is developed on the adjacent parcel, Landlord agrees to properly repair, maintain and keep the parking area in good order and in an adequate, sightly and serviceable condition and to provide proper illumination thereof as set forth in Article 9 of the within lease.

(3) Landlord further covenants and agrees that when and if Landlord shall develop the adjacent parcel of land, any buildings or other structures erected thereon shall be located within the confines of the building areas depicted on Exhibit "D".

(4) Landlord further covenants that prior to the commencement of the term of this lease and at all times prior to, during and after development of the adjacent parcel, it will provide and maintain for the term of this lease and any extension thereof, a service egress drive having a minimum width of thirty (30) feet to guarantee Tenant egress over the adjacent parcel to Cottonwood Diagonal. The location of such service egress drive on the adjacent parcel shall be located as depicted on Exhibit "D", and it is agreed and understood that the provisions of Article 9 shall be applicable to such service egress drive. Anything herein to the contrary notwithstanding, it is agreed and understood that Landlord's obligation to provide and maintain this service egress drive shall terminate if and when the proper governmental authorities restrict egress to Cottonwood Diagonal as depicted on Exhibit "D".

  
R.K.T.

DESCRIPTION OF NORTH PARCEL

Commencing at a point on the center line of 900 East Street, said point being West 669.112 feet and North 24.931 feet from the NE corner of the NW $\frac{1}{4}$ , Section 8, T2s, R1E, SL&M, and running thence N 4 $^{\circ}$ 54'30" W 685.785 feet along the center line of 900 East Street; thence S 89 $^{\circ}$ 43' W 745.027 feet to the East line of the Green Valley Subdivision No. 3; thence S 0 $^{\circ}$ 10'20" E 545.36 feet along the East line of said Subdivision; thence S 0 $^{\circ}$ 24'10" W 14.64 feet; thence N 89 $^{\circ}$ 49'40" E 275.147 feet; thence S 0 $^{\circ}$ 10'20" E 122.00 feet; thence N 89 $^{\circ}$ 49'40" E 526.648 feet to the point of beginning, containing 11.351 acres, less the E 33 feet for existing street right-of-way and an additional 20 feet for future street widening, having a net acreage of 10.517 acres.

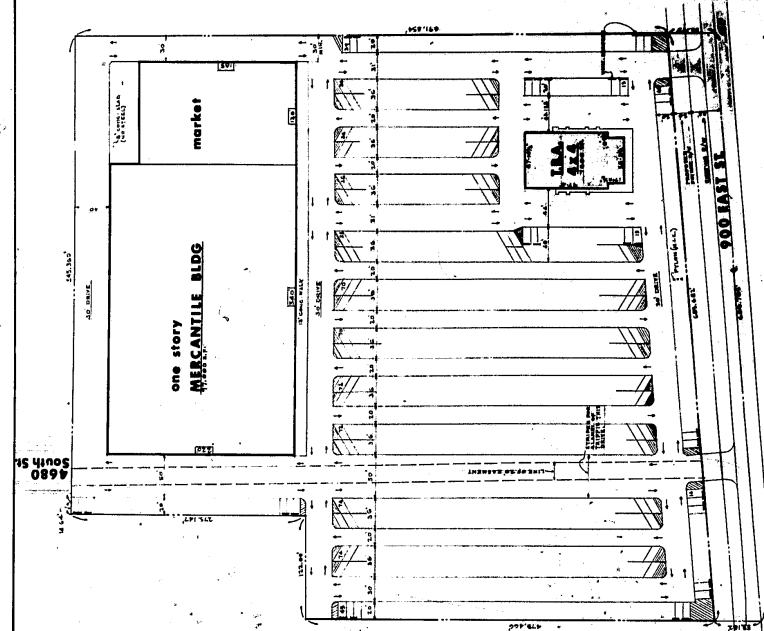
*R.K.T.*

EXHIBIT "A"



*Handwritten initials/signature*

SCALE	AS SHOWN
DATE	11/15/10
DRAWN BY	...
CHECKED BY	...
PROJECT NO.	...
CLIENT	...



### SITE PLAN

LEGEND

Land Area	48,810 sq. ft.
Bldg. Area	104,500 sq. ft.
Parking Capacity	1777 cars/102%



DESCRIPTION OF SOUTH PARCEL

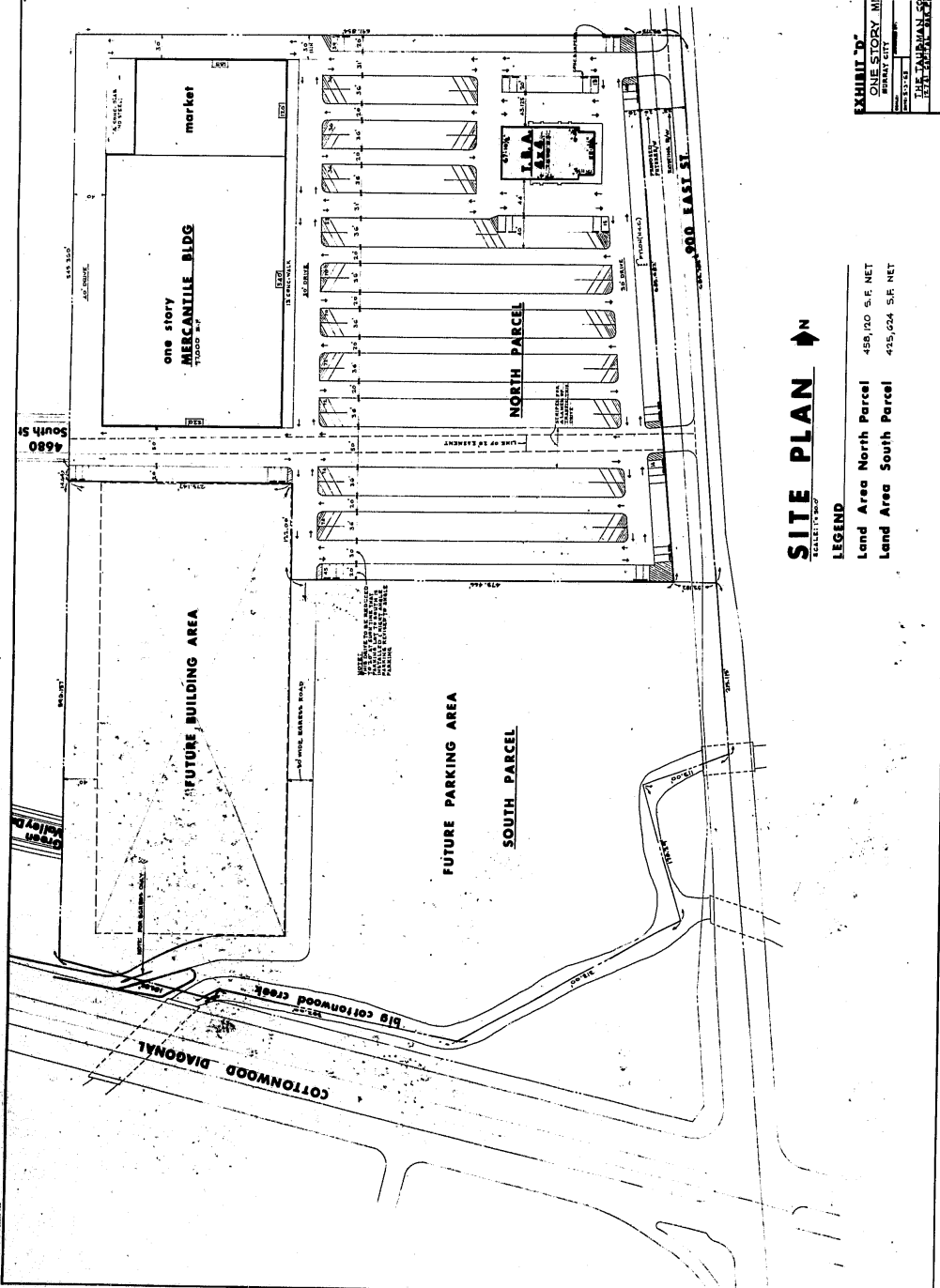
Commencing at a point where the center of 900 East Street intersects the center of the bridge crossing Big Cottonwood Creek, said point being 650.706 feet West and 189.395 feet South of the NE corner of the NW 1/4 of Section 8, T2S, R1E, S1E&M, and running thence along the center line of Big Cottonwood Creek S 70° W 113.00 feet; thence S 16°46'06" E 170.29 feet; thence S 60° W 313.00 feet; thence N 78° W 302.00 feet; thence S 60° W 22.00 feet to the northerly line of the Cottonwood Diagonal Highway right-of-way; thence leaving the center of Big Cottonwood Creek and running thence N 76°10'10" W along said right-of-way line 184.82 feet to the easterly line of Green Valley Subdivision No. 3; thence N 0°24'10" E along said East line of Subdivision 596.157 feet; thence N 89°49'40" E 275.147 feet; thence S 0°10'20" E 122.00 feet; thence N 89°49'40" E 526.648 feet to the center line of 900 East Street; thence S 4°54'30" E 215.115 feet to the point of beginning, containing 9.938 acres, less the East 33 feet for an existing street right-of-way, having a net acreage of 9.771 acres.

EXHIBIT "C"

*AKT*



R.K.T.



**SITE PLAN**

SCALE: 1" = 40'  
**LEGEND**  
 Land Area North Parcel 455,100 S.F. NET  
 Land Area South Parcel 425,024 S.F. NET

**EXHIBIT "D"**

ONE STORY MERCANTILE BLDG	1000-05
MARKET	
FUTURE BUILDING AREA	
FUTURE PARKING AREA	
SOUTH PARCEL	
NORTH PARCEL	