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FIRST AMERICAN TITLE
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FIFTH AMENDMENT TO AND TOTAL RESTATEMENT OF
DECLARATION OF RESTRICTIONS AND
GRANT OF EASEMENTS

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FIRST AMERICAN TITLE
RMP# 277454

THIS FIFTH AMENDMENT TO AND RESTATEMENT OF DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS, ("Declaration") is made as of the 27th day of OCTOBER, 1992, between GFI LTD. II - W.V.C. INVESTMENTS, LTD., a Utah limited partnership ("First Party"), ALBERTSON'S, INC., a Delaware corporation ("Albertson's"), ALBERTSON'S REALTY, INC., an Idaho corporation ("Albertson's Realty"), KMART CORPORATION, a Michigan corporation ("Kmart"), and WALTER GASSER, TRUSTEE, FOR WALT GASSER & ASSOCIATES, INC. EMPLOYEES PROFIT SHARING PLAN ("Profit Sharing Plan"), CANNON SUPER WASH, INC., a Utah corporation ("Super Wash"), MILLSTREAM, LTD., a Utah limited partnership ("Millstream"), ONE LIBERTY PROPERTIES, INC., a Maryland corporation ("Liberty"), and PAYLESS DRUG STORES NORTHWEST, INC., a Maryland corporation ("PayLess").

RECITALS:

A. First Party and Albertson's entered into a Declaration of Restrictions and Grant of Easements and Common Area Maintenance Agreement, each dated July 28, 1983, recorded in the records of Salt Lake County July 29, 1983, covering real property located in the northwest corner of the intersection of 5600 West and 3500 South in West Valley City, County of Salt Lake, State of Utah, originally consisting of various separate parcels, identified therein as Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9, 12 and 13, and such parcels are sometimes individually referred to herein as an

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"Original Parcel." The Declaration of Restrictions and Grant of Easements as the same has been amended on October 13, 1983, on March 22, 1985, on February 26, 1986, and on May 7, 1992, shall be referred to herein as the "Declaration" and the Common Area Maintenance Agreement as the same has been amended on October 13, 1983, on March 22, 1985, and on March 14, 1986, shall be referred to herein as the "CAMA".

B. Parcel 1 is currently owned by Liberty. Parcel 2, which consists of the Original Parcels 2, 3, and 6 as well as an additional parcel located adjacent to the west boundary line of the former Parcel 6 and now included as part of the Shopping Center with Parcel 2, is currently owned by PayLess. Parcel 4 is currently owned by Beta Fore. Parcel 5 is currently owned by Super Wash. Parcel 7 is currently owned by Albertson's Realty. Parcel 6 (which consists of a part of the Original Parcel 6 as well as an additional parcel located adjacent to the west boundary line of the Original Parcel 6 and now included as part of the Shopping Center with Parcel 6) and Parcels 8, 9, 12, 13A and 13B are currently owned by First Party. Parcels 13A and 13B were formerly combined as Original Parcel 13. Parcel 11, which has been added to the Shopping Center pursuant to the Fourth Amendment to the Declaration, is currently owned by Profit Sharing Plan. Kmart is the current lessee of Parcels 11 and 13B.

C. The parties hereto desire to make certain further changes to the Declaration and to restate the Declaration as previously amended in its entirety as hereinafter set forth.

NOW THEREFORE, the Declaration is hereby amended and restated in its entirety to read and provide as follows:

I. PRELIMINARY

1.1 Definitions:

(a) "Building Area": That area shown as Building Area or expansion area on Exhibit "A".

(b) "Common Area": All those areas on each Parcel which are not Building Areas together with those portions of the Building Area on each Parcel which are not from time to time actually covered by a building or other commercial structure or cannot under the terms of this Declaration be used for buildings in order to retain the respective Common Area requirements set forth in Section 2.3.

(c) "Lienholder": Any mortgagee under a mortgage or a trustee or beneficiary under a deed of trust constitutes a lien on any Parcel.

(d) "Parcel": Parcels 1, 2, 4, 5, 6, 7, 8, 9, 11, 12, 13A or 13B.

(e) "Prime Lessee": An owner ("Seller") of a Parcel who sells the Parcel to a third party ("Buyer") and thereafter enters into a lease for the Parcel with Buyer or a lessee or sublessee of Buyer. Prime Lessee includes the successors and

assigns of Seller but does not include the sublessees, licensees or concessionaires of Seller.

(f) "Restrictions": The easements, covenants, restrictions, liens, charges, obligations and benefits contained in this Declaration.

(g) "Shopping Center": Parcels 1, 2, 4, 5, 6, 7, 8, 9, 11, 12, 13A and 13B collectively. The Parcels are located at the northwest corner of the intersection of 5600 West Street and 3500 South Street, in the City of West Valley City, County of Salt Lake, State of Utah, are more particularly described on Exhibit "B" attached hereto and incorporated herein and are shown on the Site Plan attached hereto as Exhibit "A". The Site Plan attached to this restated Declaration as Exhibit "A" is incorporated herein by this reference. From and after the effective date of this restated Declaration, any reference in this restated Declaration to the "Site Plan" or to Exhibit "A" shall mean and refer to the Site Plan which is attached hereto as Exhibit "A". The "Building Area" and "Common Area" as provided in Paragraph 1.1 of this restated Declaration and the parking space size, configuration and traffic flows found on the Site Plan shall mean, include and refer to the Building Areas, Common Areas and the parking space sizes and configurations and the traffic circulation and flow patterns, ingress and egress, designated on the Site Plan attached hereto as Exhibit "A".

1.2 Purpose: The above owners plan to develop and operate the Shopping Center as an integrated retail sales complex for the mutual benefit of all real property in the Shopping Center and, therefore, hereby establish the Restrictions.

II. BUILDING AND COMMON AREA DEVELOPMENT

2.1 Building Location: All buildings and other structures (except those permitted in Section 2.2 below) shall be placed or constructed upon the Parcels only in the Building Areas, provided, however, canopies and roof overhangs (including columns or pillars supporting them), normal foundations, and doors for ingress and egress may project from the Building Area into the Common Area. All the foregoing must comply with all applicable laws, rules, ordinances and regulations of all governmental authorities sharing jurisdiction. The Building Areas on Parcels 4, 5 and 6 may be relocated on each Parcel without the necessity of amending this Declaration so long as First Party, PayLess and Albertson's approve such relocation. All Building Areas on which buildings are not constructed shall be kept clean and weed free.

2.2 Common Area:

(a) The Common Area may be used for vehicular driving, parking (except that there shall be no double-deck parking), pedestrian traffic, directional signs, sidewalks, walkways, and landscaping and for no other purposes unless otherwise specifically provided in this Declaration. No buildings or structures shall be placed or constructed in the Common Area

except pylon and directional signs, as provided in Article IV, paving, bumper guards or curbs, landscape planters, lighting standards, and, to the extent that they do not impede access to the rear or sides of buildings, loading docks, trash enclosures (with all trash being hidden from view from the parking areas), bottle storage areas and other service facilities. The Common Area shall be improved, kept and maintained as provided for in the CAMA. The sizes and arrangements of the Common Area improvements, including, without limitation, service drives and parking areas, striping, traffic directional arrows and signs, concrete bumpers, parking lot lighting, perimeter walls and fences, and landscaped areas together with necessary planting, may not be changed without the written consent of the owners of Parcels 2, 7, 13A and 13B.

(b) No portion of the Common Area, except sidewalks, shall be used for the sale or display of merchandise; provided, however, that the seasonal sale of merchandise by the Owner or occupant of Parcels 2, 7, 11 or 13B shall be permitted from the parking lot located on its respective Parcel subject to the following restrictions: (i) sales shall be limited to not more than four (4) occasions per calendar year for a cumulative total of not more than sixty (60) days duration, (ii) the sales area for each Parcel shall be limited to not more than twenty (20) parking spaces located on its

respective Parcel for Parcels 2 and 7, and not more than forty (40) total parking spaces which may be located on either Parcel 11, Parcel 13B or both, (iii) all booths, stands, displays and other structures erected in connection with such sales shall be promptly removed by the Owner or occupant of said Parcel upon termination of said activities, (iv) the Common Area shall be promptly repaired to its condition immediately prior to said sale at the sole cost and expense of the Owner or occupant of said Parcel, and (v) sales shall not interfere with the free movement of vehicular traffic within the Shopping Center or with access to or from the Shopping Center, or any part thereof, to or from any public right-of-way, and (vi) in no event shall any booth, stand, display or other structure erected in connection with such sales on either Parcel 2 or Parcel 7 be located within two hundred (200) feet of the main entrance to the building located on the other Parcel.

2.3 Common Area Requirements: The Common Area for each Parcel shall not be less than three (3) times the square footage of floor area contained in all buildings (but excluding mezzanines thereon) allowed to be built on that Parcel. There shall be provided on each Parcel parking for not less than five (5) standard-sized American cars for each 1,000 square feet of floor area on that Parcel. It is understood that the areas designated Building Area for each Parcel on Exhibit "A" are only to show where

buildings may be located; but the entire amount of Building Area so designated for any Parcel is not necessarily to be used for buildings. All portions of a Building Area which are not used for buildings shall be developed and maintained as Common Areas. In the event Exhibit "A" shows a maximum building area for a Parcel other than that permitted in this Section, the maximum building area shown on Exhibit "A" shall control. As to Parcel 13 (Parcels 13A and 13B), the parking area ratio and Common Area ratio required by this paragraph shall be computed separately for each of Parcels 13A and 13B, and Parcel 13B shall include in such computation the Common Area of Parcel 11. Notwithstanding the provisions of this Paragraph 2.3, the parking ratios and Common Area ratios as set forth on the Site Plan attached hereto as Exhibit "A" as currently constituted shall be deemed to be acceptable by the parties to this Agreement.

2.4 Type and Design of Building:

(a) Each building in the Shopping Center, now and in the future, shall be of first quality construction and architecturally designed so that its exterior elevation (including signs) and color will be architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. No building may be constructed nor the exterior of any existing building changed in any way (including, without limitation, signs and color) without the prior written approval of the owners of Parcels 2, 7, 13A and 13B, as to the exterior design, color and elevations of the

building to be constructed or modified. The standard signs of Albertson's and PayLess, and also for other major tenants occupying not less than 10,000 square feet (but not their successors and assigns) as they may exist from time to time and the opening, closing, or relocation of any door, however, shall not require approval. The standard signs of all other persons shall require approval. Notwithstanding the foregoing, the undersigned hereby approve the sign criteria set forth on Exhibit "C" attached hereto and agree that any signs requiring approval and conforming to the requirements of Exhibit "C" shall automatically and without notice to any other person be deemed approved for all purposes of this Declaration. Before construction of any structures or any modification of existing structures which requires approval is commenced, sufficient information shall be sent to the owners whose approval is required to enable the owners to make a reasonable determination. No owner may arbitrarily or unreasonably withhold its approval of the proposed building or modification if it is in conformity with the intent of this paragraph. An owner must approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and if such owner disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproving. If an owner rejects or disapproves the proposal and fails to provide such explanation within the thirty (30) day period, such owner shall be deemed to have approved same; provided that when the approval was sought, the

one seeking the approval stated in writing to the one whose approval was sought that if a disapproval with explanation was not made within the thirty (30) day period, approval will then be deemed to have been given. If the proposal is disapproved as provided herein, then an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal.

(b) Every building shall be either equipped with automatic sprinkler systems which meet all the standards of the Insurance Services Office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any building built upon any other Parcel. The purpose of this paragraph is to allow buildings built on each Parcel to be fire rated as separate and distinct units without deficiency charge.

(c) No building shall be built in such a manner as to adversely affect the structural integrity of any other building on the Shopping Center.

(d) No building on Parcel 5 shall exceed eighteen (18) feet in height, and no building on Parcel 4 or Parcel 6 shall exceed twenty-two (22) feet in height. No building located in the Shopping Center shall exceed a height of one-story, plus mezzanine.

2.5 So long as required by local or national fire codes, a public way or yard 60 feet in width shall at all times be maintained on the west, north and east of the building currently

designated on Exhibit "A" hereto as the Kmart building, and on the west and east sides of the building currently designated on Exhibit "A" hereto as the Albertson's building ("Albertson's Building"), and on the south side of the building currently designated on Exhibit "A" hereto as the PayLess Drug building ("PayLess Drug Building"). The parties agree that with respect to the public way or yard on the west side of the Albertson's Building, such public way or yard shall commence at the westerly most point of the Albertson's Building, as indicated on Exhibit "A" attached hereto. In addition, with respect to the public way or yard on the east side of the Albertson's Building, such public way or yard shall commence from the point of the expansion limit line as indicated on Exhibit "A". First Party represents and warrants that with respect to any portion of such public way or yards outside the boundaries of the Shopping Center, First Party has acquired such public ways or yards required as of the date hereof at its sole cost and expense.

So long as required by local or national fire codes, no addition or modification to either the Kmart or Albertson's buildings may be made unless the public way or yard is maintained as described above.

III. EASEMENTS

3.1 Ingress, Egress, and Parking: Each owners hereto, as grantor, hereby grants to the other owner for the benefit of the other owner, its respective successors, assigns, tenants,

employees, agents, customers and invitees, and the customers, employees and invitees of such tenants, and for the benefit of each Parcel belonging to the other owner, as grantee, a non-exclusive easement for ingress and egress by vehicular and pedestrian traffic and the right of vehicular parking upon, over and across the portion of the Common Area within the grantor's Parcels, except for those areas devoted to loading docks, trash enclosures, bottle rooms and other service facilities permitted by Section 2.2 above. These reciprocal rights of ingress and egress shall apply to the Common Area for each Parcel as such area shall be increased pursuant to Section 2.3 above.

3.2 Utility Lines: Each owner hereto, as grantor, hereby grants to the other owner, for the benefit of the other owner and its Parcels, non-exclusive easements under, through and across the Common Area of the grantor's Parcels for water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones or electrical conduits or systems, gas mains, other public utilities and service easements. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of such easements. In the event it is necessary for the owner of a Parcel to cause the installation of a storm drain, utility line or sewer across the Common Area of another Parcel after the initial paving and improving thereof, the other owner shall not unreasonably withhold the granting of an additional

easement or easements. The construction and use of such easement facilities shall not unreasonably interfere with the normal operation of any business in the Shopping Center. The grantee shall bear all costs related to the use of the easement and shall repair to the original specifications any damage to the Common Area resulting from such use. At any time, and from time to time, the owner of a Parcel shall have the right to relocate on its Parcel any utility line or facility installed pursuant to the foregoing grant of easement which is then located on the land of such owner, provided that any such relocation (a) shall be performed only after sixty (60) days' notice of the owner's intention to undertake the relocation shall have been given to the owner of each Parcel served by the utility line or facility; (b) shall not unreasonably interfere with or diminish utility service to the Parcels served by the utility line or facility; (c) shall not reduce or unreasonably impair the usefulness or function of the utility line or facility; (d) shall be performed without cost or expense to the owner or occupant of any Parcel served by the utility line or facility; (e) the original and relocated area shall be restored to its original specifications; and (f) except in the case of an emergency, with the consent of the Owners of the Shopping Center Parcels, which consent shall not be unreasonably withheld, said construction shall not occur between November 1 and December 31.

3.3 Signs: Each owner, as grantor, hereby grants to the other owner, for the benefit of the other owner, easements under,

through across the Common Area for the purpose of installing and maintaining the free-standing pylon signs hereinafter referred to in Section 4.3 of this Declaration.

3.4 Building Encroachments: Each owner with respect to its Parcel hereby grants to the other owner for the benefit of the other owner and its Parcels, an easement for any portion of any buildings or structures on any Parcel which may encroach into or over an adjoining Parcel; provided the easement for footings, piers, piles, grade beams and building encroachments does not exceed two (2) feet and the easement for canopies, eaves, and roof overhangs does not exceed four (4) feet. The easements granted in this Section 3.4 shall survive this Declaration and shall last so long as the encroaching building is standing following its initial construction or following a reconstruction where such building is substantially restored to its prior condition following a casualty or condemnation.

3.5 Permanent Access Easement: Each owner hereto, as grantor, hereby grants to the other owner for the benefit of the other owner, its respective successors, assigns, tenants, employees, agents, customers and invitees, and the customers, employees and invitees of such tenants, and for the benefit of each Parcel belonging to the other owner, as grantee, a perpetual non-exclusive easement for ingress and egress by vehicular and pedestrian traffic upon, over and across those portions of the Common Area designated "Access Easement A" through "Access Easement

F" on Exhibit "B" attached hereto and located within the grantor's Parcels, which access easements are more particularly described on Exhibit "B" attached hereto and incorporated herein by reference.

IV. OPERATION OF COMMON AREAS

4.1 Parking: There shall be no charge for parking in the Common Area without the prior written consent of the owners of Parcels 2, 7, 13A and 13B, unless otherwise required by law.

4.2 Employee Parking: Anything in this Declaration to the contrary notwithstanding, areas to be used for motor vehicle parking by employees of occupants of the Shopping Center may be designated within the Shopping Center from time to time by the prior written consent of the owners of Parcels 2, 7, 13A and 13B. In the event employee parking areas are designated as provided herein, then employees of any other lessee, or other occupant of any part of the Shopping Center shall use only those portions of the Common Area designated for such motor vehicle parking purposes. In no event shall employees park within 200 feet of the front of any building on the Shopping Center. The authority herein granted shall be exercised in such manner as not to discriminate against any owner or commercial establishment in the Shopping Center.

4.3 Signs:

(a) Subject to governmental approval, a free-standing sign shall be erected at the location designated "Albertson's/PayLess Pylon Sign" on Exhibit "A". Such sign shall display: (i) the designation of the Owner or occupant of

Parcel 7 and (ii) provided the amount of signage otherwise permitted by government authority to the Owner or occupant of Parcel 7 is not adversely affected thereby and, provided that the Owner or occupant of Parcel 7 is permitted to display its designation on the PayLess/Albertson's Pylon Sign, the designation of the Owner or occupant of Parcel 2. The cost of maintaining, repairing and replacing the Albertson's/PayLess Pylon Sign structure shall be paid by the Owners or occupants of Parcels 2 and 7 in the proportion that the square footage of each Owners' designation or designations bears to the total square footage designations displayed thereon. The cost of adding the designation of the Owner or occupant of Parcel 2 (including the cost for any repair or replacement of the designation of the Owner or occupant of Parcel 7, caused by such addition) to the Albertson's/Payless Pylon Sign shall be paid by the Owner or occupant of Parcel 2. Each person displaying a designation on the Albertson's/PayLess Pylon Sign shall supply and maintain its own sign fascia and can. The design of the Albertson's/PayLess Pylon Sign shall be subject to the approval of the Consenting Owners; provided, however, that Albertson's and PayLess Drug Stores may use such sign fascia as they may from time to time use generally in carrying on their businesses. The Owner or occupant of Parcel 7 shall have top designation of the Albertson's/PayLess Pylon Sign. In no event shall there be more than two (2) designations on

the Albertson's/PayLess Pylon Sign without the consent of the Owner or occupants of Parcels 2 and 7.

(b) In addition to the foregoing Albertson's/PayLess Pylon Sign, Albertson's may, if it elects, erect a second free-standing sign (or if a free-standing sign is not permitted by governmental authority, a monument sign) at the location designated "Albertson's Pylon Sign" on Exhibit "A". Such Albertson's Pylon Sign shall display the designation of Albertson's and not more than two (2) other businesses within the Shopping Center, provided that to be entitled to display a sign fascia on the Albertson's Pylon Sign, such additional business must occupy not less than 10,000 sq. ft. of floor area unless otherwise approved in writing by Albertson's, which approval will not be unreasonably withheld. Albertson's shall pay a portion of the cost equal to the cost of constructing and erecting the Albertson's Pylon Sign sufficient to display Albertson's sign. The cost of maintaining the Albertson's Pylon Sign shall be divided equally among the parties displaying signs thereon. Each party shall supply and maintain its own sign fascia and can. The design of the Albertson's Pylon Sign and the design of the sign fascia used shall be subject to the approval of the Consenting Owners. Albertson's and other major tenants occupying not less than 10,000 square feet may use such standard fascia as they from time to time use generally in

carrying on their businesses. Neither the erection of a Pylon Sign by the Owner or occupant of Parcel 1 nor the display of the designation of the Owner or occupant of Parcel 1 on such sign shall operate as a waiver of Albertson's rights pursuant to this subparagraph 4(b), so long as the Pylon Sign currently existing on Parcel 1 is not adversely affected.

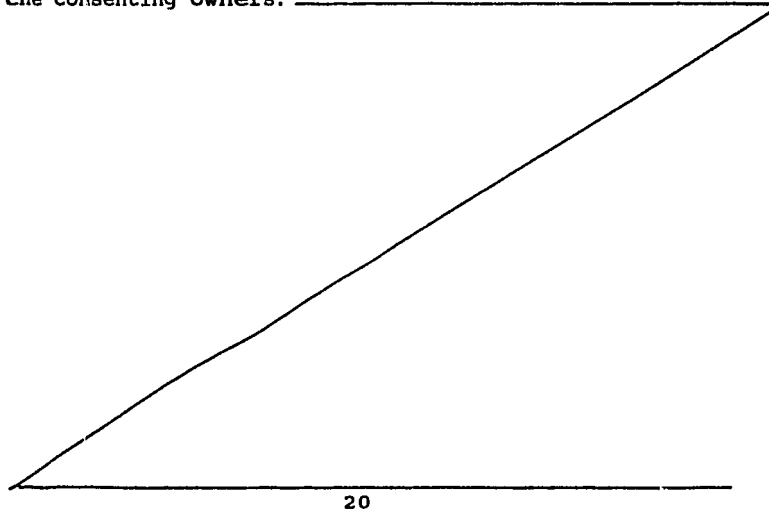
(c) Subject to government approval, and provided the right of Albertson's to erect the Albertson's/PayLess Pylon Sign and the Albertson's Pylon Sign is not adversely affected, a free-standing sign (or if a free-standing sign is not permitted by governmental authority, a monument sign) shall be erected at the location designated "PayLess/Albertson's Pylon Sign" on Exhibit "A". Such sign shall display the designation (i) of the Owner or occupant of Parcel 2 and, (ii) provided the amount of signage otherwise permitted by government authority to the Owner or occupant of Parcel 2 is not adversely affected thereby, the designation of the Owner or occupant of Parcel 7; provided however, that the Owner or occupant of Parcel 7 shall not be obligated to display its designation on the PayLess/Albertson's Pylon Sign. The cost of constructing, installing, maintaining, repairing and replacing the PayLess/Albertson's Pylon Sign shall be paid by the Owners or occupants of Parcels 2 and 7, in the proportion that the total square footage of each Owners' or occupants' designation bears to the total square footage of all

designations displayed thereon. Each person displaying a designation on the PayLess/Albertson's Pylon Sign shall supply and maintain its own sign fascia and can. The design of the PayLess/Albertson's Pylon Sign structure shall be subject to the approval of the Consenting Owners; provided, however, that Albertson's and PayLess Drug Stores may each use such standard sign fascia as they may from time to time use generally in carrying on their businesses. The Owner or occupant of Parcel 2 shall have top designation on the PayLess/Albertson's Pylon Sign. In no event shall there be more than two (2) designations on the PayLess/Albertson's Pylon Sign without the consent of the Owners or occupants of Parcels 2 and 7.

(d) Subject to government approval, a free-standing sign shall be erected at the location designated "Kmart Pylon Sign" on Exhibit "A". Such sign shall display the designation of the Owner or occupant of Parcel 13B. No other designation will be permitted on the said Kmart Pylon Sign. The Owner or occupant of Parcel 13B shall pay the cost of constructing, installing, maintaining, repairing and replacing the Kmart Pylon Sign. The design of the Kmart Pylon Sign shall be subject to the approval of the Consenting Owners; provided, however, that Kmart may use such standard sign fascia as it may from time to time use generally in carrying on its business.

(e) Subject to governmental approval, pylon signs, not to exceed fifteen (15) feet in height shall be permitted on the locations marked "Pylon Sign" on Exhibit "A". The Owner of each Parcel on which such a sign is erected shall pay for the cost of construction, installing, maintaining, repairing and replacing such sign structure, fascia and can. The design of such sign shall be subject to the approval of the Consenting Owners.

(f) There has been erected on Parcel 5, by its Owner, a monument sign not to exceed six (6) feet in height, at the location shown on Exhibit "A". The Owner of Parcel 5 shall pay for the cost of constructing, installing, maintaining, repairing and replacing such sign structure, fascia and can. The design of any new sign shall be subject to the approval of the Consenting Owners.



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(g) Subject to governmental approval there may be erected on Parcel 6 a monument sign not to exceed six (6) feet in height, at the location shown on Exhibit "A". The Owner of Parcel 6 shall pay for the cost of constructing, installing, maintaining, repairing and replacing such sign structure, fascia and can. The design of such sign shall be subject to the approval of the Consenting Owners.

(h) There shall be no other signs except directional signs and signs on buildings, in the Shopping Center. No exterior building or free-standing sign shall utilize flashing, moving or audible lights or apparatuses.

4.4 Protection of Common Areas: Each owner and Prime Lessee shall have the right to take such steps as it deems necessary to prevent those persons not authorized to use the Common Area from using the Common Areas for ingress, egress and parking. Such steps shall include, without limitation, the construction of fences, walks or barricades along the boundary lines of any portion of the Shopping Center except along the Common boundary of any Parcel with any other Parcel, or along the Northern boundary of Parcels 13A and 13B.

V. RESTRICTIONS ON USE

5.1 Food and Drug Restrictions: No portion of the Shopping Center except Parcel 7 shall be used as a supermarket (which shall be defined as any store or department containing at least 5,000 square feet of floor area, including aisle space and storage,

primarily devoted to the retail sale of food for off-premises consumption), a bakery, a delicatessen, or for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption, or for the sale or offer for sale of any ethical pharmaceutical products requiring the services of a registered pharmacist "Prescription Drugs"; except that, any tenant or owner occupying 18,000 square feet or more shall be permitted to sell Prescription Drugs; and except that no portion of the Original Parcel 3, shall be occupied as, or used in connection with (whether as parking, a "drive-thru" area, or otherwise), a restaurant or other business or facility which does five percent (5%) or more of its gross income from the sale of prepared, "ready-to-eat" and/or "fast" food items for on-premises or off-premises human consumption.

5.2 Shopping Center Restrictions:

(a) No part of the Shopping Center shall be used as a bar, tavern or for the sale of alcoholic beverages (except as the same may be incidental to any business located in the Shopping Center and otherwise permitted by law), adult book store (being a book store specializing in the sale of photographs and/or reading materials primarily appealing to prurient interests), gym, automotive repair facility (except as provided in Paragraph 5.2(c) below), dance hall, billiard or pool hall game parlor, massage parlor, theater, bowling alley, skating rink, warehouse or car wash (except as provided in paragraph 5.2(b) below) or for the renting, leasing or sale of or displaying for the purpose of renting,

leasing or sale of any boat, motor vehicle or trailer, for industrial purposes, for the display, sale or distribution of any pornographic books, magazines, literature or other printed matter or any drug or sexual paraphernalia (except those commonly sold in a drug store or supermarket), for the showing, displaying, viewing, renting or selling of movie films or video tapes or video discs which would be classified or rated as "X" rated under present standards or criteria for such classification and rating, or for any other act or condition which shall be lewd, obscene or licentious.

(b) Notwithstanding Paragraph 5.2(a) above, the construction and operation of a car wash with vehicular drive through on Parcel 5 as shown on Exhibit "A" Site Plan provided that:

(i) The car wash is at all times operated in compliance with all applicable laws;

(ii) The owner of Parcel 5 agrees to indemnify, defend and hold harmless Albertson's and Albertson's Realty from and against any claims, costs, liabilities, damages, expenses and losses in any way relating to any hazardous or dangerous conditions arising in the Shopping Center as a result of any waste water that may have originated from the operations conducted on Parcel 5 or relating to any hazardous or toxic substance or material used in connection with the operations conducted on Parcel 5;

(iii) The owner of Parcel 5 shall, in addition to all of its other obligations and costs under the CAMA, as amended, and any other agreement between the parties, be responsible for all of the following at its sole cost and expense:

(1) maintaining and repairing the asphalt surface area on Parcel 5 consistent with the maintenance standards applicable to the rest of the Shopping Center, and

(2) repairing any damage to any asphalt surface in the Shopping Center which is within the area of forty (40) feet from the boundary line of Parcel 5 or within the two adjacent drive approaches to the Shopping Center, to the extent such damage is caused, outside of the ordinary wear and tear, by the waste water from Parcel 5,

(iv) Without limiting the foregoing, in no event shall Albertson's or Albertson's Realty be charged with or liable for any Common Area (or other) expenses uniquely relating to Parcel 5 being used as a car wash.

(c) Notwithstanding 5.2(a) above, the construction and operation of a tune-up operation such as Tune-X or oil and lube-type operation such as Minit-Lube shall be allowed on Parcel 6, provided that said operations operate in compliance with all applicable laws including containment, storage and disposal of any hazardous wastes, prohibit overnight and outside storage of vehicles and outside storage of materials,

and further provided that the Owner of Parcel 6 agrees to indemnify, defend and hold harmless the other Owners from and against any claims, costs, liabilities, damages, expenses and losses in any way relating to any hazardous or dangerous conditions arising in the Shopping Center as a result of the operations conducted on Parcel 6 or relating to any hazardous or toxic substance or material used in connection with the operations conducted on Parcel 6.

5.3 Location Restrictions: No part of the Shopping Center within two hundred (200) feet of the Building Area of Parcels 2 and 7 shall be used as a health spa or studio; training or educational facility; or entertainment facility.

No part of the Shopping Center within one hundred fifty (150) feet of the Building Area of Parcel 7 shall be used as a restaurant, or as medical, dental or professional offices ("offices"). The combined floor area of all portions of parcels or shops within one hundred fifty (150) feet of Parcel 7 used as restaurants and offices shall not exceed three thousand (3,000) square feet.

5.4 Driveup and Drive Through Facilities: Except as expressly set forth in 5.2(b), no restaurant, bank, or other facility featuring vehicular driveup or drive through customer service shall be located in the Shopping Center unless the owners of Parcels 2, 7, 13A and 13B have first given their written consent, which shall not be unreasonably withheld, to the location,

parking and drive lanes of such facility. No owner may arbitrarily or unreasonably withhold its approval of the proposed drive-up or drive-thru.

5.5 Mall Restrictions: There shall be no open or enclosed malls in the Shopping Center unless the owners of Parcels 2, 7, 13A and 13B have first given their written consent, which may be withheld at their sole discretion to the location of the entrance to such mall.

5.6 Severability: If any term of provision of this Article V or the application of it to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Article V or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Article V shall be valid and shall be enforced to the extent permitted by law.

VI. PARTY WALL

6.1 Party Wall: The north and south walls of the building located on Parcel 7 to the extent such walls are contiguous to the Building Area of Parcels 8 and 9 shall be and constitute common party walls for the use and benefit of any buildings constructed on such Parcels and each party hereby grants to the other party an easement together with the right to use, maintain, repair and replace said walls for the support of the roof and walls of any buildings adjacent thereto.

6.2 Use and Maintenance: Each party shall be entitled to use and obligated to maintain its respective side of each party wall as if such wall was a separate wall constructed for its own premises so long as no damage shall be done to the other party's building or to the other party's side of the party wall. In the event that any party in utilizing a party wall causes any damage to the wall or to the other party's building, the party causing the damage shall repair the damage at no expense to the other party. The use and maintenance of a party wall by any party shall not unreasonably interfere with the use of the party wall by the other party.

6.3 Casualty: In the event all or any portion of a party wall is damaged or destroyed by fire and other casualty, either party with rights therein shall have the right, but not the obligation, at its sole cost and expense, to restore the party wall to its original condition; provided, however, that the other party shall thereafter make use of the wall, then said party shall contribute to the cost of restoration of the party wall in proportion to said party's use of the wall subject, however, to the right of either party to require a larger contribution pursuant to Section 6.2 of this Declaration or any rule of law regarding liability for negligent or willful acts of omissions.

6.4 Modification: The provisions of this Article may be amended upon the prior written consent of the owners and Prime Lessees of Parcels 2, 7, 13A and 13B.

6.5 Duration: As to any single party wall described herein, the provisions of this Article shall survive this Declaration and shall last so long as a building using such party wall is standing.

VII. GENERAL PROVISIONS

7.1 Covenants Run With the Land: Each Restriction on each Parcel shall be a burden on that Parcel shall be appurtenant to and for the benefit of the other Parcels and each part thereof, and shall run with the land.

7.2 Successors and Assign: This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon the owners and their successors and assigns; provided, however, that if any owner sells any portion or all of its interest in any Parcel, such owner shall thereupon be released and discharged from any and all obligations as owner in connection with the property sold by it arising under this Declaration after the sale and conveyance of title.

7.3 Duration: Except as otherwise provided herein, the term of this Declaration shall be for sixty-five (65) years from the date of this Restatement.

7.4 Injunctive Relief: In the event of any violation or threatened violation by any owner, lessee, or occupant of any portion of the Shopping Center of any of the terms, covenants and conditions of this Declaration, any or all of the owners of the property included within the Shopping Center and Albertson's and/or PayLess as long as each is an owner or occupant of any part of the

Shopping Center, 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 Declaration and all remedies available under statute, law and equity.

7.5 Modification Provision: This Declaration may not be modified in any respect whatsoever or rescinded, in whole or in part, except with the consent of the Prime Lessees and/or the owners of Parcels 2, 7, 13A and 13B; and (if the modification or rescission affects access between Shopping Center and Parcel 10, or imposes any restrictions whatsoever on Parcel 10) the Prime Lessees and/or owners of Parcel 10; and (if the modification or rescission affects access between Parcel 4 and the remainder of the Shopping Center, or imposes any restrictions whatsoever on Parcel 4), the Prime Lessees and/or owners of Parcel 4, whose consent shall not be unreasonably withheld or delayed.

7.6 Method of Approval: Whenever the approval or consent of any owner is required, such approval or consent shall be exercised only in the following manner. Each Parcel shall have only one vote. The record owners and Prime Lessees of each Parcel shall agree among themselves and designate in writing to the record owners of each of the other parcels a single person or entity who is entitled to cast the vote for that Parcel. In the event the record owners and Prime Lessees of any Parcel cannot agree who shall be entitled to cast the single vote of that Parcel, that

Parcel shall not be entitled to vote. In the event a parcel is not entitled to vote, its consent or approval shall not be necessary. In the event Albertson's sells Parcel 7 and becomes the Prime Lessee thereon, Albertson's is hereby appointed the entity to cast the vote or give the consent for Parcel 7 on behalf of the owner thereof so long as Albertson's is the Prime Lessee or has a leasehold estate in Parcel 7, anything in this Declaration to the contrary notwithstanding. In the event PayLess sells Parcel 2 and becomes the Prime Lessee thereon, PayLess is hereby appointed the entity to cast the vote or give the consent for Parcel 2 on behalf of the owner thereof so long as PayLess is the Prime Lessee or has a leasehold estate in Parcel 2, anything in this Declaration to the contrary notwithstanding.

7.7 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 owners that this Declaration shall be strictly limited to and for the purposes herein expressed.

7.8 Breach Shall Not Permit Termination: It is expressly agreed that no breach of the Declaration shall entitle any owner to cancel, rescind or otherwise to terminate this Declaration, but such limitations shall not affect in any manner any other rights or remedies which such owner may have hereunder by reason of any breach of this Declaration. Any breach of this Declaration shall

not defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

7.9 Notices: All notices to be given pursuant to this Declaration shall be in writing and must be given by United States certified or registered mail, postage prepaid, properly addressed to the owner of each Parcel (and any Prime Lessee where applicable) by name and address as shown on the then current real property tax rolls in Salt Lake County, Utah. All notices to Albertson's, Inc., shall be sent to it at P.O. Box 20, Boise, Idaho 83726, Attention: Legal Department. All notices to First Party and Profit Sharing Plan shall each be sent to Attention: Walt Gasser, 74 East 500 South, Suite 200, Bountiful, UT 84010. All notices to PayLess Drug Stores Northwest, Inc. shall be sent to 9275 Southwest Peyton Lane, Wilsonville, Oregon 97070, Attention: Vice President of Real Estate.

7.10 Attorneys' Fees: In the event any entity which is entitled to the benefits of this Declaration brings an action at law or in equity to enforce or interpret this Declaration, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and all court costs in addition to all other appropriate relief.

7.11 Sale and Sale-leaseback Purchaser:

(a) (i) Notwithstanding anything to the contrary contained in this Restated Declaration, it is expressly agreed that in the event Albertson's sells Parcel 7 to an unaffiliated third party and thereafter enters into a net lease for such property with such third party or its lessee or sublessee (hereinafter referred to collectively as the "Net Lessor"), so long as Albertson's is in possession of the property as a net lessee the parties hereto shall look solely to Albertson's (and Albertson's shall be liable therefor) for the performance of any obligations either Albertson's or the Net Lessor shall have under this Declaration and the Net Lessor shall be relieved of any obligation for the performance of or liability for the covenants, terms, agreements and restrictions set forth herein relating to either Albertson's or Parcel 7.

(a) (ii) Notwithstanding anything to the contrary contained in this Restated Declaration, it is expressly agreed that in the event PayLess sells Parcel 2 to an unaffiliated third party and thereafter enters into a net lease for such property with such third party or its lessee or sublessee (hereinafter referred to collectively as the "Net Lessor"), so long as PayLess is in possession of the property as a net lessee the parties hereto shall look solely to PayLess (and PayLess shall be liable therefor) for the performance of any

obligations either PayLess or the Net Lessor shall have under this Declaration and the Net Lessor shall be relieved of any obligation for the performance of or liability for the covenants, terms, agreements and restrictions set forth herein relating to either PayLess or Parcel 2.

(b) (i) If, as a result of any termination or expiration of the interest of Albertson's or its successors or assigns as net lessee of Parcel 7 or any surrender thereof to the Net Lessor or any nominee of the Net Lessor which shall hold said interest for the benefit of the Net Lessor, the Net Lessor shall become liable for the performance of the thereafter accruing obligations under and pursuant to the terms of this Declaration, and if the Net Lessor fails to perform any covenant, term, agreement, or condition contained in this Declaration upon its part to be performed, and if as a consequence of such default any other party to this Declaration shall recover a money judgment or other judicial process requiring the payment of money against the Net Lessor, such judgment shall be satisfied only out of, and the sole and exclusive remedy of any such party shall be against, the proceeds of sale received upon execution of such judgment levied thereon against the right, title and interest of the Net Lessor in Parcel 7 and out of the rents and other income or revenue from such property receivable by the Net Lessor, or out of the consideration received by the Net Lessor from the

sale or other disposition (including a condemnation) of all or any part of the Net Lessor's right, title and interest in such property and the improvements thereon or out of the insurance proceeds received by the Net Lessor respecting any casualty affecting the improvements on the property, and neither the Net Lessor, nor any partner thereof shall be personally liable for such judgment nor for any deficiency in the payment of such judgment.

(b) (ii) If, as a result of any termination or expiration of the interest of PayLess or its successors or assigns as net lessee of Parcel 2 or any surrender thereof to the Net Lessor or any nominee of the Net Lessor which shall hold said interest for the benefit of the Net Lessor, the Net Lessor shall become liable for the performance of the thereafter accruing obligations under and pursuant to the terms of this Declaration, and if the Net Lessor fails to perform any covenant, term, agreement, or condition contained in this Declaration upon its part to be performed, and if as a consequence of such default any other party to this Declaration shall recover a money judgment or other judicial process requiring the payment of money against the Net Lessor, such judgment shall be satisfied only out of, and the sole and exclusive remedy of any such party shall be against, the proceeds of sale received upon execution of such judgment levied thereon against the right, title and interest of the

Net Lessor in Parcel 2 and out of the rents and other income or revenue from such property receivable by the Net Lessor, or out of the consideration received by the Net Lessor from the sale or other disposition (including a condemnation) of all or any part of the Net Lessor's right, title and interest in such property and the improvements thereon or out of the insurance proceeds received by the Net Lessor respecting any casualty affecting the improvements on the property, and neither the Net Lessor, nor any partner thereof shall be personally liable for such judgment nor for any deficiency in the payment of such judgment.

(c) Such judgment and the satisfaction thereof out of the proceeds of sale received upon the aforesaid execution and levy against the right, title and interest in Parcel 7 and/or Parcel 2, the improvements thereon and/or out of the aforesaid rents or other income or revenue, and/or out of the aforesaid consideration from the sale or other disposition thereof or said insurance proceeds shall in all events be subject to the lien of any first mortgage or deed of trust upon all or any portion of such property.

The foregoing Declaration shall supersede and replace the Declaration previously recorded including all amendments thereto.

EXECUTED as of the day and year first above written.

G.F.I. LTD. II - W.V.C.
INVESTMENTS, LTD.,
a Utah limited partnership

By: [Signature]
Its: General Partner

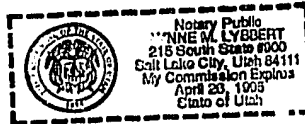
STATE OF Utah)
) ss.
COUNTY OF Davis)

On the 5th day of Nov., 1992, personally appeared before me Walter Cassin who, being by me duly sworn, did say that he is a General Partner of G.F.I. LTD. II - W.V.C. INVESTMENTS, LTD., a limited partnership, and that he was authorized to, and did, execute the foregoing Amendment as a General Partner in said partnership.

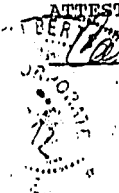
[Signature]
NOTARY PUBLIC

[SEAL]

cla\507
10/21/92



ALBERTSON'S, INC.,
a Delaware corporation

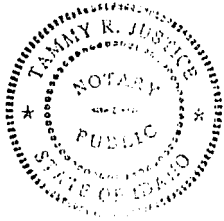
ATTEST:
 Carol L. Wood

By: William H. Arnold
Its: V.P., Real Estate Law

STATE OF Idaho)
) : ss.
COUNTY OF Ada)

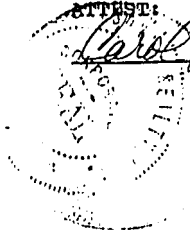
On the 5th day of November, 1992, personally appeared before me William H. Arnold and Carol L. Wood, who, being by me duly sworn, did say that they are the V.P., Real Estate Law and Asst. Secretary of ALBERTSON'S, INC., a Delaware corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Bylaws or a resolution of its Board of Directors, and said V.P., Real Estate Law and Asst. Secretary acknowledged to me that said corporation executed the same.

[SEAL]



Tammy R Justice
NOTARY PUBLIC
My Commission Expires: 1/24/95

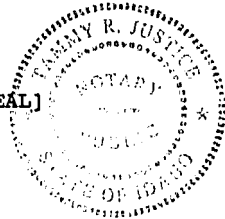
ALBERTSON'S REALTY, INC.
an Idaho corporation

ATTEST:
Carol L. Wood


By: William H. Arnold
Its: Vice President

STATE OF Idaho)
) : ss.
COUNTY OF Ada)

On the 5th day of November, 1992, personally appeared before me William H. Arnold and Carol L. Wood, who, being by me duly sworn, did say that they are the Vice President and Asst. Secretary of ALBERTSON'S, REALTY, INC., an Idaho corporation, 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 Vice President and Asst. Secretary acknowledged to me that said corporation executed the same.

[SEAL] 

Samuel R. Justice
NOTARY PUBLIC
My commission expires: 11/24/95

BK6574PG0112

KMART CORPORATION,
a Michigan corporation

ATTEST:

Secretary

By: _____
Its: _____

STATE OF _____)
) : ss.
COUNTY OF _____)

On the ____ day of _____, 1992, personally appeared before me _____ and _____, who, being by me duly sworn, did say that they are the _____ and _____ of KMART CORPORATION, a Michigan corporation, 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.

NOTARY PUBLIC

[SEAL]

PROFIT SHARING PLAN:

G. Walter Gasser, Trustee, for
Walt Gasser & Associates, Inc.
Employees Profit Sharing Plan

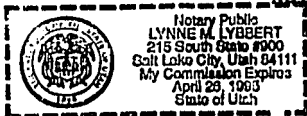
By: *G. Walter Gasser*
Its: _____ Trustee

STATE OF UTAH)
) : ss.
COUNTY OF DAVIS)

On the 5th day of Nov., 1992, personally appeared before me G. WALTER GASSER, who, being by me duly sworn, did say that he is the Trustee for Walt Gasser & Associates, Inc. Employees Profit Sharing Plan and that he was authorized to, and did, execute the foregoing Amendment as Trustee of said Profit Sharing Plan.

Lynne M. Lybbert
NOTARY PUBLIC

[SEAL]

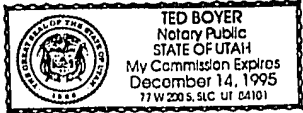


CANNON SUPER WASH, INC.
a Utah corporation

By: [Signature]
Title: VICE PRESIDENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On the 7th day of December, 1992, personally appeared before me Ken B. Cannon and [Signature] who, being by me duly sworn, did say that they are the Vice President and [Signature] of CANNON SUPER WASH, INC., a Utah corporation, 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 Ken B. Cannon and [Signature] acknowledged to me that said corporation executed the same.



[Signature]
NOTARY PUBLIC

[SEAL]

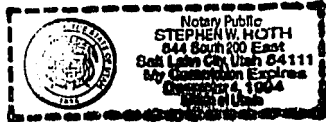
BK6574PG0115

MILLSTREAM, LTD.,
a Utah limited partnership

By: *David M. Peterson*
Its: General Partner

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

On the 7th day of DECEMBER, 1992, personally appeared before me DAVID M. PETERSON, who, being by me duly sworn, did say that he is a General Partner of MILLSTREAM, LTD., a Utah limited partnership, and that he was authorized to, and did, execute the foregoing Amendment as a General Partner in said partnership.



Stephen W. Huth
NOTARY PUBLIC

[SEAL]

ONE LIBERTY PROPERTIES, INC.
a Maryland corporation

By: _____
Its: _____

STATE OF _____)
 : ss.
COUNTY OF _____)

On the ____ day of _____, 1992, personally appeared before me _____ and _____, who, being by me duly sworn, did say that they are the _____ and _____ of ONE LIBERTY PROPERTIES, INC., a Maryland corporation, 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.

NOTARY PUBLIC

[SEAL]

PAYLESS DRUG STORES
NORTHWEST, INC.
a Maryland corporation

By:

Its: James W. Gaube

STATE OF OREGON

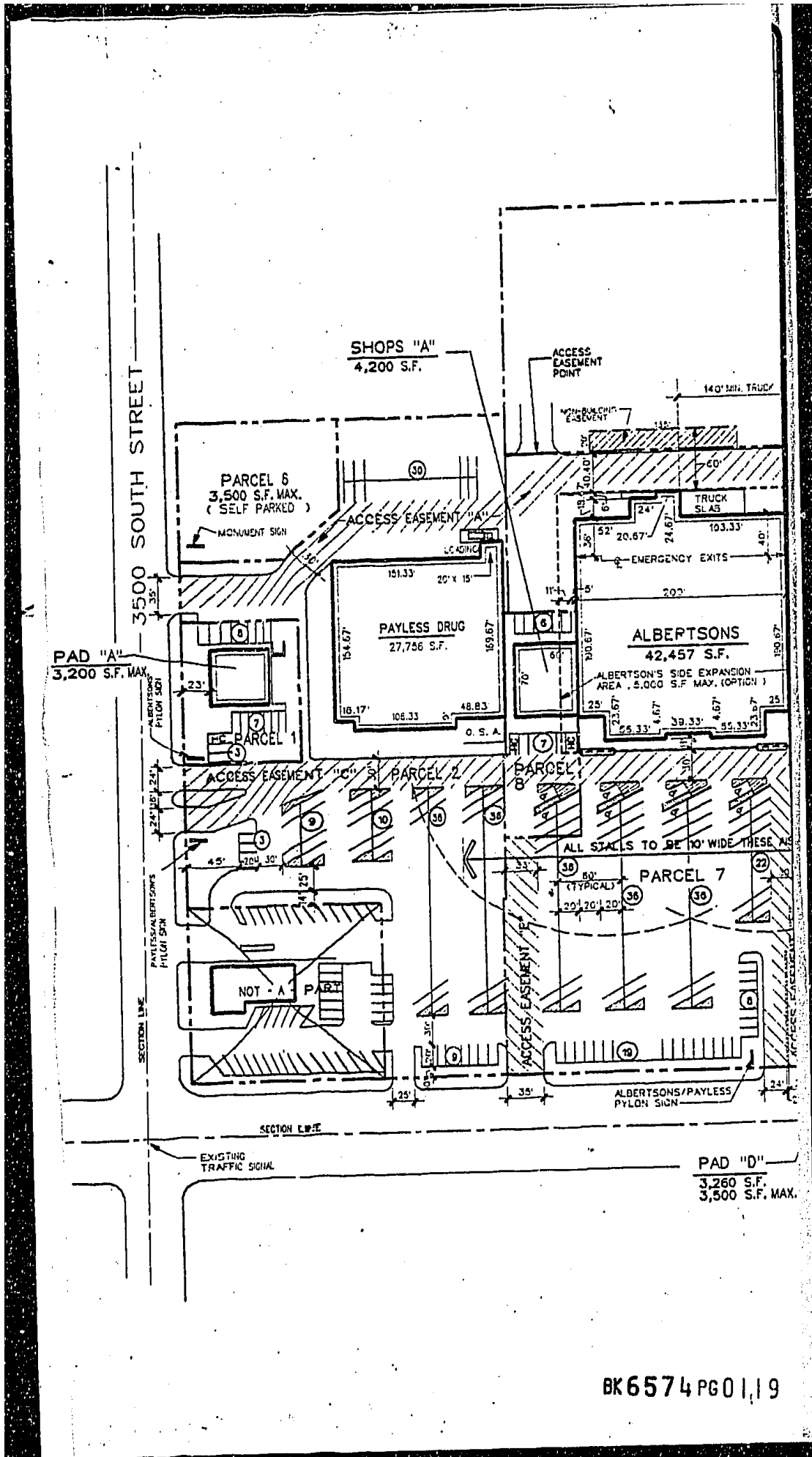
County of Clackamas

} ss.

On this 27th day of October, 1992, before me, the undersigned Notary Public in and for said State, personally appeared James W. Gaube, known to me to be the Vice President of PAY LESS DRUG STORES NORTHWEST, INC., a Maryland corporation, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.



Tammy Lando
Notary Public for Oregon
My commission expires: 1-13-95



PAD "A"
3,200 S.F. MAX.

SHOPS "A"
4,200 S.F.

PARCEL 6
3,500 S.F. MAX.
(SELF PARKED)

PAYLESS DRUG
27,756 S.F.

ALBERTSONS
42,457 S.F.

PAD "D"
3,260 S.F.
3,500 S.F. MAX.

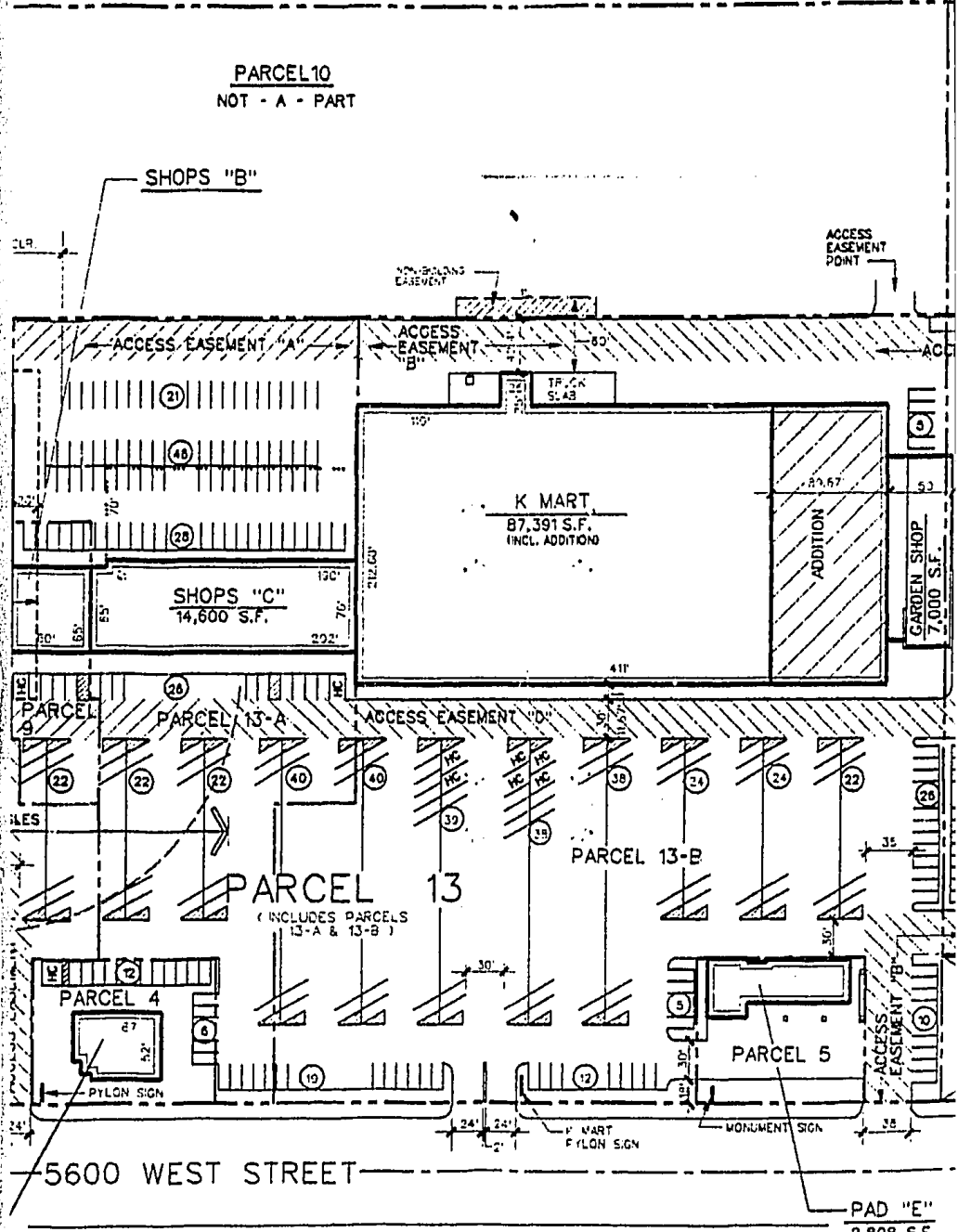
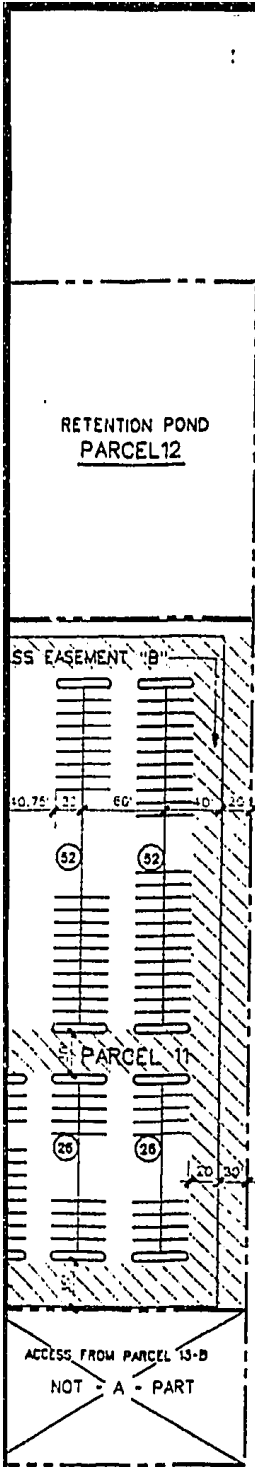


EXHIBIT "A" SITE PLAN

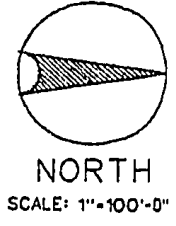
TOTAL GROSS BUILDING AREA	196,312 S.F.
TOTAL CARPARKS PROVIDED	1024
TOTAL CARPARKS W/IN 200' RAD.	189
TOTAL SITE AREA	1,090,489 S.F. (25.03 ac.)

BK6574PG0120



LEGEND

- PROPERTY/PARCEL LINE
- EXPANSION LIMIT LINE
- BUILDING AREA
- BUILDING LIMIT LINE



WEH
MR

MR
DRW
MR
DRW
MR
DRW

MR
DRW
MR
DRW

MR
DRW
MR
DRW

MR
DRW

REVISIONS

11-24-01	R.A.C.	REPAIR PLAN TO INCLUDE PARCELS 11 & 12, REV. PARKING TO EXIST. LAYOUT, ADD A MART ADDN
4-18-02	MR	ADD NON-BL. CG. EXEMPTS. ADD PAR. 13 INCLUDES PAR. 13-A & 13-B
1-20-02	MR	NEW (M.N.) FROM NO. BULD. EXEMTS.
10-31-02	MR	NEW (M.N.) FROM NO. BULD. EXEMTS.
7-2-02	R.A.C.	ACC. ACCESS EXMT. AT REV. PARCELS, NEW BLDG. PARKING AT INTERSECTION, REV. SIGNS, REV. ALLI. EXPLAN. LMT., ADD SP. AT PARCEL B.
1-23-02	MR	ADD L.M.L. TO PARCEL 11
1-23-02	MR	REV. EXEMPT. TO PAR. 11 & 12
1-23-02	MR	REV. EXEMPT. TO PAR. 11 & 12
1-23-02	MR	REV. EXEMPT. TO PAR. 11 & 12
1-23-02	MR	REV. EXEMPT. TO PAR. 11 & 12
1-23-02	MR	REV. EXEMPT. TO PAR. 11 & 12

ALBERTSONS NO. 360
3420 SOUTH 5600 WEST
340 PARAGUAY BL. TO RICE BLVD. 83724

WEST VALLEY CITY, UT



GRANT	CHECKED
DATE	DATE
11-26-01	

SHEET TITLE
EXHIBIT "A"
SITE PLAN

SHEET
1
OF 2
100,000

BK6574PC0121

APPROVED BY:	DATE:
CHAIRMAN	SIGNED _____ 4-22-03
PRESIDENT	SIGNED _____ 4-22-03
EXEC. V.P./SD	SIGNED _____ 8-22-03
SR. V.P./REG.	SIGNED _____ 8-22-03
V.P./RE	SIGNED _____ 8-22-03
DR. OF ARCH.	SIGNED _____ 8-22-03

EXHIBIT "B"

Parcel 1:

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°59'10" West 137.50 feet; thence North 0°08'47" West 120.30 feet; thence North 89°50'10" East 137.46 feet; thence South 0°09'50" East 120.66 feet to the point of beginning. Contains 16,563.4 square feet or 0.380 acres.

Parcel 2:

Beginning at a point on the West line of 5600 West Street which point is North 0°09'50" West along the section line 354.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°50'10" West 170.00 feet; thence North 0°09'50" West 2.50 feet; thence South 89°50'10" West 139.50 feet; thence North 0°09'50" West 4.88 feet; thence South 89°50'10" West 197.40 feet; thence North 0°08'47" West 2.85 feet; thence South 89°58'47" West 131.15 feet; thence South 0°00'50" East 169.50 feet; thence North 89°59'10" East 94.83 feet; thence South 44°56'01" East 52.12 feet; thence South 0°08'47" East 116.60 to the north line of 3500 South Street; thence North 89°59'10" East along said North line 60.00 feet; thence North 0°08'47" West 120.30 feet; thence North 89°50'10" East 137.46 feet; thence South 0°09'50" East 120.66 feet to the North line of 3500 South Street; thence North 89°59'10" East along said North line 139.50 feet; thence North 0°09'50" West 183.00 feet; thence North 89°59'10" East 170.00 feet to the West line of 5600 West Street; thence North 0°09'50" West along said West line 131.10 feet to the point of beginning. Contains 3.12 acres, 135,980 square feet

Parcel 4:

Beginning at a point which is North 0°09'50" West along the section line 647.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 110.50 feet; thence North 0°09'50" West 139.00 feet; thence North 89°50'10" East 110.50 feet; thence South 0°09'50" East 139.00 feet to the point of beginning. Contains 15,359.5 square feet or 0.353 acres.

BK6574:PG0122

Parcel 5:

Beginning at a point which is North 0°09'50" West along the section line 1157.53 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 110.50 feet; thence North 0°09'50" West 129.50 feet; thence North 89°59'10" East 110.50 feet; thence South 0°09'50" East 129.21 feet to the point of beginning. Contains 14,293.7 square feet or 0.328 acres.

Parcel 6:

Beginning at a point on a fence line and on the North line of 3500 South Street which point is South 89°59'10" West along the section line 692.00 feet and North 0°00'50" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence North 0°00'50" West along said fence 153.50 feet; thence North 89°59'10" East 94.83 feet; thence South 44°56'01" East 52.12 feet to a fence line; thence South 0°08'47" East along said fence 116.60 feet to the North line of 3500 South Street; thence South 89°59'10" West along said North line 131.90 feet to the point of beginning. Contains 19,543 square feet or 0.45 acres.

Parcel 7: (Albertson's Site)

Beginning at a point which is North 0°09'50" West along the section line 354.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 170.00 feet; thence North 0°09'50" West 2.50 feet; thence South 89°50'10" West 59.50 feet; thence North 0°09'50" West 72.88 feet; thence South 89°50'10" West 217.38 feet; thence South 0°08'47" East 5.00 feet; thence South 89°50'10" West 113.12 feet; thence North 0°09'50" West 5.00 feet; thence South 89°50'10" West 40.00 feet; thence North 0°09'50" West 200.00 feet; thence North 89°50'10" East 321.00 feet; thence North 0°09'50" West 7.12 feet; thence North 89°50'10" East 49.50 feet; thence North 0°09'50" West 60.00 feet; thence North 89°50'10" East 119.00 feet; thence South 0°09'50" East 49.50 feet; thence North 89°50'10" East 110.50 feet; thence South 0°09'50" East 293.00 feet to the point of beginning. Contains 148,003.2 square feet or 3.39 acres.

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Parcel 8: (Retail Shops No. 1)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 360.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 137.40 feet; thence North 0°08'47" West 68.00 feet; thence North 89°50'10" East 217.38 feet; thence South 0°09'50" East 72.88 feet; thence South 89°50'10" West 80.00 feet; thence North 0°09'50" West 4.88 feet to the point of beginning. Contains 15172.9 square feet or 0.348 acres.

Parcel 9: (Retail Shops No. 2)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 628.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 135.50 feet, thence North 0°09'50" West 60.00 feet; thence North 89°50'10" East 135.50 feet; thence North 0°09'50" West 7.12 feet; thence North 89°50'10" East 80.00 feet; thence South 0°09'50" East 60.00 feet; thence South 89°50'10" West 49.50 feet; thence South 0°09'50" East 7.12 feet; thence South 89°50'10" West 30.50 feet to the point of beginning.

Parcel 11:

Beginning on the West line of 5600 West Street at a point which is North 0°09'50" West along the section line 1346.60 feet and South 89°59'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 600.00 feet; thence North 0°09'50" West 185.30 feet; thence North 89°59'10" East 600.00 feet; to the West line of said 5600 West Street; thence South 0°09'50" East along said West line 185.30 feet to the point of beginning. Contains approximately 2.637 acres.

Parcel 12: (Retention Pond)

Beginning at a point which is South 89°59'10" West along the section line 653.00 feet and North 0°09'50" West 1346.60 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 237.00 feet; thence North 0°09'50" West 185.30 feet; thence North 89°59'10" East 237.00 feet; thence South 0°09'50" East 185.30 feet to the point of beginning. Contains 43,915.9 square feet or 1.008 acres.

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Parcel 13-A

Beginning at a point which is North 0°09'50" West along the section line 786.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°50'10" West 110.50 feet; thence South 0°09'50" East 89.50 feet; thence South 89°50'10" West 199.00 feet; thence South 0°09'50" East 7.12 feet; thence South 89°50'10" West 135.50 feet; thence South 0°09'50" East 60.00 feet; thence South 89°50'10" West 155.00 feet; thence North 0°09'50" West 268.70 feet; thence North 89°50'10" East 370.50 feet; thence South 0°09'50" East 60.00 feet; thence North 89°59'10" East 229.50 feet; thence South 0°09'50" East 50.50 feet to the point of beginning. Contains 108,185.19 square feet or 2.484 acres.

Parcel 13-B

Beginning at a point which is North 0°09'50" West along the section line 786.24 feet and South 89°50'10" West 53.00 feet and North 0°09'50" West 50.50 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence South 89°59'10" West 229.50 feet; thence North 0°09'50" West 60.00 feet; thence South 89°59'10" West 370.50 feet; thence North 0°09'50" West 635.30 feet; thence North 89°59'10" East 489.50 feet; thence South 0°09'50" East 185.30 feet; thence North 89°59'10" East 110.50 feet; thence South 0°09'50" East 60.00 feet; thence South 89°59'10" West 110.50 feet; thence South 0°09'50" East 129.50 feet; thence North 89°50'10" East 110.50 feet; thence South 0°09'50" East 320.79 feet to the point of beginning. Contains 360,179.47 sq. feet or 8.269 acres.

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EXHIBIT "C"
SIGN CRITERIA

These criteria have been established to assure an outstanding Shopping Center and for the mutual benefit of all tenants. Conformance will be strictly enforced and any installed non-conforming signs must be brought into conformance at the sole expense of the Tenant.

THE FOLLOWING SIGN CRITERIA SHALL NOT APPLY TO THE STANDARD SIGNS OF ALBERTSON'S OR OTHER MAJOR TENANTS OCCUPYING NOT LESS THAN 10,000 SQUARE FEET OF FLOOR AREA.

A. General Requirements - All Tenants

1. Each tenant shall obtain and pay for all permits, approvals, installation and maintenance.
2. Each tenant shall be responsible for fulfillment of all requirements of these Sign Criteria.

B. General Specifications - All Tenants

1. Painted lettering will not be permitted.
2. No animated, flashing or audible signs will be permitted.
3. No exposed illuminated tubing or lamps will be permitted.
4. No exposed raceways, crossovers, conduit conductors, transformers or cabinets will be permitted.
5. No manufacturer's or approval agencies' labels exposed to public view will be permitted.
6. All signs shall bear the U.L. label, and their installation shall comply with all local building and electrical codes.
7. Electrical service to all signs shall be on the respective tenant's electrical system.

C. Construction Requirements - All Tenants

1. All signs, bolts, fastening and clips shall be of hot-dipped galvanized iron, stainless steel, aluminum, brass or bronze. No black iron materials of any type will be permitted.

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2. All exterior signs or letters exposed to the weather shall be mounted 3/4" from the wall surface to which they are applied to permit proper drainage of dirt and water.
3. Location of all openings in building walls for conduit and sleeves shall be shown on the drawings submitted to the Project Architect for approval, and installation shall conform with the approved drawings.
4. All penetrations of any building structure shall be neatly sealed to a watertight condition.
5. Each tenant or its sign contractor shall be responsible for and shall repair any damage to any work caused by its work.
6. Each tenant shall be responsible for the performance of its sign contractor.

D. Design Requirements - All Tenants

1. No signs on special backgrounds shall be installed.
2. No signs perpendicular to the building frontage will be permitted.
3. No signs will be permitted on any canopy of building roof.
4. No sign or any portion thereof shall project above parapet or top of wall to which it is affixed.
5. No sign shall be over 24" high from centerline of fascia; 12" both ways.

E. Design Requirements - All Tenants

1. Signs shall be located within the sign space available on that side of the tenant building within which the specific tenant's lease space is located.
2. All signs shall not exceed in width 70% of the store front width.
3. No other sign, advertising placards, banners, pennants, insignias, trademarks or other descriptive material shall be affixed or maintained on the exterior of the building.
4. Signs shall conform in details and specifications.
5. Signs shall be uniform.

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6. No individual "logos" will be permitted without approval.
7. Letters shall be individual, internal illuminated with sheet metal sides and translucent acrylic face. Sides shall be baked enamel finish of color and texture matching the color chip to be provided.
8. Letters shall be mounted directly to the background sign panel with nonferrous metal fasteners. Letters shall be spaced not less than 3/4" nor more than 1" from the sign panel face to permit drainage of water and direct. Sign face shall be 6" from the face of the sign panel.
9. Signs are to be limited to the name of the Tenant. Additional information such as slogans, description of merchandise, and message boards are prohibited.

F. Miscellaneous

1. Each tenant who has a non-customer door for receiving merchandise shall stencil its name and address on the door in 2" high block letters. Where the door may serve more than one tenant, each name and address shall be applied. Letters shall be approximately 4'6" above the floor.
2. Any signs located within the interior of Tenant's premises and visible from the parking lot shall be subject to approval.

G. Exceptions

1. Signs required by law (i.e., barber pole, bank, etc.) will be permitted.

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