

571 670
330 So. 2nd East
#130
500 3411

Recorded at request of **UTAH TITLE CO.** For Paid \$ 7.00
Date JUL 21 1983 at 9:50 AM CAROL DEAN PAGE Recorder Davis County
By Mauna Martin Deputy Book 951 Page 539

646457

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT is made and entered into this 19th day of July, 1983, by and between GFI II, Ltd., a Utah partnership, hereinafter referred to as Sublessor, and Albertson's, Inc., a Delaware corporation, hereinafter referred to as Sublessee.

RECITALS

Sublessor has a leasehold interest in that certain real property more particularly described in paragraph 1 below, pursuant to a Lease Agreement with the City of Bountiful ("Master Lessor"), dated 13th July 1983.

Master Lessor is proposing to vacate a strip of land approximately 19.30 feet in width commencing at the inside of the sidewalk at the southwest corner of the intersection of 500 South and 100 East Street, Bountiful, Utah, and running southward along the inside of said sidewalk approximately 334.32 feet which will be more particularly described in this Sublease hereafter.

Said strip of land, although heretofore dedicated as a public street, has never been used as a public street and has been possessed by various property owners for residential purposes.

Master Lessor has scheduled a public hearing on August 10, 1983, at 7:30 p.m., at the Bountiful City Council Chambers, preparatory to vacating said strip of land for street purposes.

Sublessor intends to exercise options to acquire certain real property including the property described herein, for the purpose of constructing and developing a shopping center.

Sublessor and Sublessee desire to enter into this Agreement to grant unto Sublessee the right of occupancy of said real property prior to vacating of said strip of land as a public street.

NOW, THEREFORE, in consideration of the mutual covenants of the parties and other good and valuable consideration, it is hereby mutually agreed as follows:

1. Sublease. Sublessor hereby subleases and lets unto the Sublessee and the Sublessee hereby subleases from the Sublessor the following described real property:

Platted
On Margin
Compared
Abstracted
Indexed
Entered

2

Beginning at a point on the West right-of-way line of 100 East Street, said point being South 0°10'30" East 111.80 feet from the Southwest corner of the intersection of 500 South Street and 100 East Street in Bountiful City, Utah, said point of beginning also being North 89°48'05" East 154.515 feet and South 0°10'30" East 111.80 feet from the Northeast corner of Lot 4, Block "L", North Millcreek Plat, Bountiful Townsite Survey, and running thence North 89°48'05" East 19.30 feet to a point 1.0 foot West of a concrete sidewalk; thence South 0°10'30" East parallel with and 1.0 foot perpendicularly distant Westerly from said sidewalk for a distance of 223.30 feet to an extension of the North line of Millstream Garden Apartments; thence North 87°52'35" West along said extension 19.32 feet to the West right-of-way line of said 100 East Street; thence North 0°10'30" West along said West right-of-way line 222.52 feet to the point of beginning. Contains 4303.1 square feet or 0.099 acre.

2. Term. The term of this Sublease shall be for the term of sixty-five (65) years, or such time as Master Lessor, pursuant to law, vacates said real property, whichever event first occurs.

3. Consideration. The consideration for this Sublease shall be the sum of One Dollar (\$1.00) and other good and valuable consideration.

4. Without Warranties. It is understood that although the above described real property has heretofore been dedicated as a public street, the same has been possessed by various property owners for a number of years and the property has never been utilized by Master Lessor as a public street. Accordingly, Sublessor does not warrant title, but whatsoever interest the Sublessor may have in the above described real property, the same is leased unto the Sublessee as herein provided.

Sublessee will not occupy and possess the above described property unless and until such time as it acquires ownership and right of possession from the respective and contiguous property owners.

DATED This 19th day of July, 1983.

GFI II, Ltd.
a Utah partnership

By

[Signature]
General Partner

ALBERTSON'S, INC.
a Delaware corporation

By

[Signature]
Vice President & General Counsel

By

[Signature]
Secretary

STATE OF IDAHO)
) : ss.
 County of Ada)

On this 19th day of July, 1983, before me, the undersigned Notary Public, personally appeared Thomas R. Saldin and Minnie O. Armstrong, known to me to be the Vice President and General Counsel and the Secretary, respectively, of Albertson's, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of such corporation, for the uses and purposes mentioned therein, and on oath stated that they are authorized to execute the said instrument on behalf of such corporation and that the seal affixed is the corporate seal of such corporation.

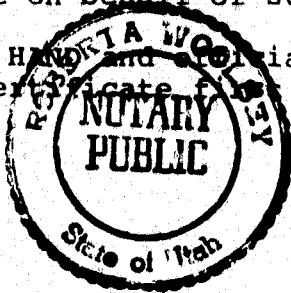
WITNESS MY HAND and official seal hereto affixed, the year and day in this certificate first above written.

Hande Tschering
 Notary Public for Idaho
 Residing at Boise, Idaho
 My commission expires: 5/1/84

STATE OF UTAH)
) : ss.
 County of DAVIS)

On this 20 day of July, 1983, before me, the undersigned Notary Public, personally appeared G. WALTER GASSER, known to me to be the general partner of GFI II, Ltd., the limited partnership that executed the foregoing instrument and acknowledged to me that the said instrument is the free and voluntary act and deed of such limited partnership, for the uses and purposes mentioned therein, and on oath stated that he is authorized to execute the said instrument on behalf of such limited partnership.

WITNESS MY HAND and official seal hereto affixed, the day and year in this certificate first above written.



Roberta Woolley
 Notary Public for Utah
 Residing at Bonanza, Utah
 My commission expires: Oct 1983