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WHEN RECORDED RETURN TO:**

Albertson's, Inc.
c/o Tracy V. Vance
Meuleman & Miller LLP
960 Broadway Avenue - Suite 400
P.O. Box 955
Boise, ID 83706

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GARY W. OTT
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**DECLARATION OF RESTRICTIONS
AND EASEMENTS**

Table of Contents

Article	Subject	Page
1.	PRELIMINARY	1
	1.2 Definitions	1
	1.3 Parties	4
2.	BUILDING AND COMMON AREA DEVELOPMENT	5
	2.1 Building Location	5
	2.2 Common Area	5
	2.3 Type and Design of Buildings	6
	2.4 Construction Requirements	8
	2.5 Approval Procedures	10
3.	EASEMENTS	10
	3.1 Ingress, Egress and Parking	10
	3.2 Utility Lines and Facilities	10
	3.3 Signs	12
	3.4 Building Encroachments	12
	3.5 Permanent Service Drive	12
	3.6 Self Help	13
4.	OPERATION OF COMMON AREA	13
	4.1 Parking	13
	4.2 Employee Parking	13
	4.3 Signs	13

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4.4	Protection of Common Areas	16
4.5	Outside Sales	16
4.6	Prohibited Activities	16
5.	USE RESTRICTIONS	16
5.1	Food, Pharmacy and Fuel Restrictions	16
5.2	General Restrictions	17
5.3	Location Restrictions	17
5.4	Driveup and Drive Through Facilities	18
5.5	Mall Restrictions	18
5.6	Hazardous Materials	18
6.	CASUALTY AND CONDEMNATION	18
6.1	Casualty	18
6.2	Condemnation	18
7.	INDEMNIFICATION	19
8.	GENERAL PROVISIONS	19
8.1	Covenants Run With the Land	19
8.2	Successors and Assigns	20
8.3	Duration	20
8.4	Injunctive Relief	20
8.5	Modification and Termination	20
8.6	Method of Approval	21
8.7	Not a Public Dedication	21
8.8	Breach Shall Not Permit Termination	21
8.9	Default	22
8.10	Notices	22
8.11	Waiver	23
8.12	Attorney's Fees	23
8.13	Sale & Sale-leaseback Purchaser	23
8.14	Severability	24
8.15	Not a Partnership	24
8.16	No Third Party Beneficiary Rights	24
8.17	Captions and Headings	24
8.18	Entire Agreement	24
8.19	Construction	24
8.20	Joint and Several Obligations	24
8.21	Recordation	25

**DECLARATION OF RESTRICTIONS
AND EASEMENTS**

THIS DECLARATION OF RESTRICTIONS AND EASEMENTS ("Declaration") is entered into on June 28, 2002, between **Leon Peterson**, a married man dealing with his sole and separate property ("First Party"), and **Albertson's, Inc.**, a Delaware corporation ("Albertson's").

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. PRELIMINARY

1.1 Purpose. The parties plan to develop the Shopping Center (as defined in Section 1.2[x]) as an integrated retail sales complex for the mutual benefit of all real property in the Shopping Center. Therefore, the parties hereby establish the Restrictions (as defined in Section 1.2[u]).

1.2 Definitions. The following terms shall have the definitions ascribed to them below.

(a) "Albertson's": Albertson's, Inc., a Delaware corporation, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, and any wholly owned subsidiary thereof. Albertson's current address is 250 Parkcenter Boulevard, P.O. Box 20, Boise, Idaho 83726.

(b) "Building Area": All of those areas on each Parcel shown as Building Area on Exhibit "A" attached hereto and made a part hereof, together with those portions of the Expansion Area and Building Envelopes, which are from time to time covered by a building or other commercial structure (including, without limitation, Fuel Facilities [as defined in Section 1.2(l)]).

(c) "Building Envelopes": All those areas on Parcels 1, 3, 4, 5, 6, 7 and 8 located within the "Building Envelope Lines" as shown on Exhibit "A."

(d) "Common Area": All of those areas on each Parcel which are not Building Area, 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 which cannot under the terms of this Declaration be used for buildings. Canopies which extend over the Common Area, together with any columns or posts supporting the same, shall be deemed to be a part of the building to which they are attached and not a part of the Common Area.

(e) "Common Area Maintenance Agreement" or "CAMA": That certain Common Area Maintenance Agreement between the parties hereto which encumbers the Shopping Center and is recorded concurrently herewith.

(f) "Consenting Owner": The Owner of Parcel 2; provided, however, that in the event any such Owner sells its Parcel and becomes the Prime Lessee thereon, said Prime Lessee is hereby appointed the entity to cast the vote or give the consent for said Parcel on behalf of the Owner thereof so long as it is the Prime Lessee of said Parcel.

(g) "Development Agreement": That certain Development Agreement (On-Site Work) between the parties hereto which encumbers the Shopping Center and is recorded concurrently herewith.

(h) "Environmental Laws": The Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Toxic Substances Control Act, the Clean Water Act, the Resource Conservation and Recovery Act and any other similar federal, state or local law, rule or regulation respecting Hazardous Materials, together with all rules and regulations promulgated thereunder and all present or future amendments thereto.

(i) "Expansion Area": All of those areas on Parcel 2 located within the "Expansion Limit Line" shown on Exhibit "A."

(j) "First Party": Leon Peterson together with any person succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, and any wholly owned subsidiary thereof. First Party's current address is 225 South 200 East, Salt Lake City, UT 84102.

(k) "Floor Area": The total number of square feet in a building, whether or not actually occupied, (including basement, subterranean, balcony and mezzanine space) measured

from the exterior line of the exterior walls and from the center line of any party or common interior walls without deduction for columns, walls or other structural or nonstructural components.

(l) "Fuel Facilities": Fuel islands, fuel island canopies and the area thereunder, fuel pumps, fuel storage tanks, piping, tank filling ports, compressed air islands, trash receptacles, air hoses, water hoses, vacuums, signs, safety equipment, access ports, and other structures or equipment associated with selling and dispensing of gasoline, motor fuel and/or other non-packaged petroleum products (collectively, "Petroleum") on Parcel 3. Fuel Facilities shall not be deemed Common Area or Service Facilities.

(m) "General Common Area Improvements": The traffic directional arrow signs and other signs permitted under Article 4, paving, bumper guards and curbs, landscape planters and other landscaped areas in the Common Area, commonly metered parking lot lighting, perimeter walls and fences, common utility pads and equipment serving the Common Area, sidewalks, and walkways in the Common Area.

(n) "Ground Floor Area": The total number of square feet on the ground floor of a building, whether or not actually occupied, (excluding basement, subterranean, balcony and mezzanine space) measured from the exterior line of the exterior walls and from the center line of any party or common interior walls without deduction for columns, walls or other structural or nonstructural components.

(o) "Hazardous Materials": Underground storage tanks, petroleum and petroleum products, asbestos, PCB's, urea-formaldehyde and any hazardous or toxic substances, pollutants, contaminants, wastes or materials as defined under any Environmental Laws.

(p) "Lienholder": Any mortgagee under a mortgage, or a trustee or beneficiary under a deed of trust, constituting a lien on any Parcel. A Lienholder shall not be deemed to be an Owner for purposes of this Declaration until such time as said Lienholder acquires fee simple title to its Parcel(s) by foreclosure, trustee's sale or otherwise.

(q) "Owner": The record holder of fee simple title to a Parcel (including its heirs, personal representatives, successors and assigns).

(r) "Parcel": Parcel 1, 2, 3, 4, 5, 6, 7 or 8 as shown on Exhibit "A" and more particularly described in **Schedule I** attached hereto and made a part hereof. The Parcels are

located at the southwest corner of the intersection of 10400 South and Bangerter Highway in the City of South Jordan, County of Salt Lake, State of Utah.

(s) "person": Individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity.

(t) "Prime Lessee": An Owner of a Parcel who sells said Parcel (whether or not such sale includes buildings and/or Common Area improvements located thereon) to an unaffiliated third party and thereafter enters into a lease (including a ground lease or building lease) for said Parcel with such third party or its lessee or sublessee. Prime Lessee includes the successors and assigns of the Prime Lessee but does not include the sublessees, licensees or concessionaires of the Prime Lessee.

(u) "Restrictions": The easements, covenants, restrictions, liens and encumbrances contained in this Declaration.

(v) "Self-Parked": (i) Having a minimum of five (5) parking stalls per 1,000 square feet of Floor Area used as retail (not including restaurant or office) space and ten (10) parking stalls per 1,000 square feet of Floor Area used as restaurant or office space, and (ii) meeting all applicable laws, rules or regulations (without a variance) governing or relating to parking accommodations.

(w) "Service Facilities": Loading docks, trash compactors and enclosures, bottle storage areas, exterior coolers, electrical and refrigeration facilities and other similar service facilities.

(x) "Shopping Center": Parcels 1, 2, 3, 4, 5, 6, 7 and 8, collectively.

1.3 Parties. First Party has entered into an agreement with Jones Land Company, L.L.C., a Utah limited liability company ("Jones"), to purchase Parcels 1, 4, 5, 6, 7 and 8 (see Consent and Agreement executed by Jones appended to this Declaration). At such time as First Party acquires fee simple title to Parcels 1, 4, 5, 6, 7 and 8, or any portions thereof, as is contemplated by First Party and Jones, First Party shall become the Owner of Parcels 1, 4, 5, 6, 7 and 8, or such portions thereof. Albertson's is the Owner of Parcels 2 and 3.

2. BUILDING AND COMMON AREA DEVELOPMENT

2.1 Building Location. All buildings and other structures (except those permitted in the Common Area pursuant to Section 2.2 below) in the Shopping Center shall be placed or constructed upon the Parcels only in the Building Areas; provided, however, that canopies, eaves and roof overhangs (including columns or posts supporting the same), normal foundations, utility cabinets and meters, signs and doors for ingress and egress may project from the Building Area into the Common Area. All of the foregoing area shall be constructed and maintained in accordance with all local, state and federal laws, rules and regulations applicable thereto. Buildings may be located (or relocated) anywhere within a Building Envelope provided the total Ground Floor Area of all buildings constructed within a Building Envelope does not exceed the square footage assigned to such Building Envelope as shown on Exhibit "A." Parcels 1, 4, 5, 6, 7 and 8 shall be Self-Parked.

Notwithstanding anything in this Declaration to the contrary, Fuel Facilities, whether or not attached to a building, shall not be deemed to be part of the Common Area. For purposes of Building Area or floor area calculations or limitations including, but not limited to, Building Area maximums, parking ratios and/or pro rata shares of costs arising under the Development Agreement and Common Area Maintenance Agreement, the area covered by such Fuel Facilities shall not be included in the Building Area or floor area of such Parcel.

Prior to the construction of any building or Common Area improvements within a Building Envelope, the Owner of the applicable Parcel shall obtain the Consenting Owners' prior written approval to the site plan for that portion of the Common Area located within the Building Envelope in accordance with the procedures set forth in Section 2.5. All Building Areas on which buildings are not under construction on the date the Owner of Parcel 2 first opens its building for business shall be covered by a one inch asphalt dust cap and kept weed-free and clean at the Owner's sole expense until such time as buildings are constructed thereon.

2.2 Common Area.

(a) Use. The Common Area is hereby reserved for the sole and exclusive use of all Owners of the Shopping Center, their tenants, subtenants and licensees, and the contractors, employees, agents, licensees and invitees of such Owners, tenants, subtenants and licensees. The Common Area may be used for vehicular driving, parking (except that there shall be

no multi-level parking) and pedestrian traffic and for no other purpose unless otherwise specifically provided in this Declaration.

(b) Initial Development. The Common Area shall initially be developed in accordance with Exhibit "A."

(c) Changes and Additions. After the initial development of the Common Area, no buildings or structures not approved in writing by the Consenting Owner shall be placed in the Common Area except: (i) Service Facilities; and (ii) public pay telephones provided their location has been approved in writing by the Consenting Owner; provided, however, that the Owner or occupant of Parcel 2 shall have the right to locate public pay telephones on or adjacent to the exterior of the building located on Parcel 2 without the Consenting Owners' approval. The sizes and arrangements of Common Area improvements, including, without limitation, General Common Area Improvements, service drives, parking areas and striping, recycle centers, cart corrals and all buildings and structures approved pursuant to this subparagraph (c) may not be changed without the Consenting Owner's prior written approval; provided, however, that nothing in this Section 2.2 shall be interpreted to require the Consenting Owner's approval to (i) the expansion of any building into the Expansion Area shown on Exhibit "A" (except as to changes to the exterior elevation of the building, which require the prior written approval of the Consenting Owner under Section 2.3[a]), or (ii) to the construction, alteration or relocation of any Service Facilities to the extent that they are located, and do not impede access, to the rear or sides of buildings. All requests for approval under this subparagraph (c) shall be processed in accordance with Section 2.5.

(d) Undeveloped Building Area. All portions of a Building Area which are not from time to time used for buildings or other commercial structures shall be developed by the Owner thereof, at said Owner's sole cost and expense, in accordance with a site plan approved by the Consenting Owner and maintained as improved Common Area until buildings are constructed thereon..

2.3 Type and Design of Buildings.

(a) Architectural Compatibility. No more than one (1) building shall be permitted on each of Parcels 1, 4 and 8. Each building and other structure in the Shopping Center, now and in the future, shall be of first quality construction and architecturally designed so that its

exterior elevations (including, without limitation, signs and color) will be architecturally and aesthetically compatible and harmonious with the building(s) on Parcel 2. Each building in the Shopping Center shall initially be constructed so the exterior of such building conforms to the Building Design Drawings approved pursuant to Section 4.1 of the Development Agreement, provided, however that Fuel Facilities and building(s) on Parcel 3 shall not be required to conform to Building Design Drawings if they conform to Albertson's standard or prototypical elevation plans (including signs and color) as may be modified from time to time. Subject to the foregoing provisions regarding Fuel Facilities and the building(s) on Parcel 3, no building for which Building Design Drawings have not been approved may be constructed, nor the exterior of any existing building changed in any way (including, without limitation, signs and color), without the Consenting Owner's prior written approval (which shall be obtained in accordance with the procedures set forth in Section 2.5) as to the exterior elevations (including, without limitation, signs and color) of the building to be constructed or modified. No Consenting Owner may withhold its approval of the proposed building or modification if it is architecturally and aesthetically compatible and harmonious with the building(s) on Parcel 2. Albertson's standard signs and logos (including, without limitation, signs identifying any tenant, subtenant, licensee, or concessionaire located and operating on Parcel 2 ["Parcel 2 Tenant"] or Parcel 3 ["Parcel 3 Tenant"] as they may exist from time to time and the opening, closing, modification or relocation of any door, however, shall not require approval.

(b) Attachments. No Owner shall have the right to make any attachment whatsoever to another Owner's building (such other Owner being referred to in this subparagraph only as "Other Owner") without such Other Owner's prior written approval, which may be withheld in such Other Owner's sole and absolute discretion. If the Other Owner approves the requested attachment, the Owner making the attachment shall, prior to making such attachment, obtain the Other Owner's prior written approval (which may be withheld in its sole and absolute discretion) of the drawings and specifications detailing the attachment. Any such attachment shall be at the sole cost and expense of the Owner making the attachment and shall be in strict conformance with the approved drawings and specifications detailing the same.

(c) Fire Protection. Every building on Parcels 2, 5, 6 and 7 shall be equipped with automatic sprinkler systems which meet all the applicable standards of the National

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Fire Protection Association. The purpose of this subparagraph (c) is to allow such buildings to be considered as one (1) building for building code purposes.

(d) Structural Integrity. No building or other structure in the Shopping Center shall be built in such a manner as to adversely affect the structural integrity of any other building or structure in the Shopping Center.

(e) Height. All buildings and other structures in the Shopping Center shall be single story with mezzanine permitted. All buildings and other structures located on Parcels 2, 6 and 7 shall not exceed thirty-five (35) feet in height (including mechanical fixtures and equipment and screening for the same). All buildings and other structures (excluding the canopies located over the fuel islands on Parcel 3) located on Parcels 1, 3, 4, 5 and 8 shall not exceed twenty-two (22) feet in height (including mechanical fixtures and equipment and screening for the same). No mezzanine or basement shall be used for the sale or display of merchandise or for the offer or provision of retail services to the public.

(f) Exterior Maintenance. Each Owner shall maintain the exterior of any building located on such Owner's Parcel(s) in a quality and condition comparable to that of first class shopping centers of comparable size and nature located in the same geographic area as the Shopping Center. All Service Facilities shall be attractively screened from view from the customer parking areas.

2.4 Construction Requirements.

(a) Standards. All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any building, sign or Common Area improvements located in the Shopping Center shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (i) access to or from the Shopping Center (or any part thereof), (ii) customer vehicular parking in that portion of the improved Common Area located in front of any building constructed in the Shopping Center, or (iii) the receiving of merchandise by any business in the Shopping Center including, without limitation, access to Service Facilities. Staging for the construction, replacement, alteration or expansion of any building, sign or Common Area improvements located in the Shopping Center including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials, and the parking of

construction vehicles and equipment shall be limited to that portion of the Shopping Center approved in writing by the Consenting Owner. Unless otherwise specifically stated herein, the person contracting for the performance of such work ("Contracting Party") shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all buildings, signs and Common Area improvements damaged or destroyed in the performance of such work.

(b) Liens. The Contracting Party shall not permit any liens to stand against any Parcel for any work done or materials furnished in connection with the performance of the work described in subparagraph (a) above; provided, however, that the Contracting Party may contest the validity of any such lien, but upon a final determination of the validity thereof, the Contracting Party shall cause the lien to be satisfied and released of record. The Contracting Party shall, within thirty (30) days after receipt of written notice from the Owner or Prime Lessee of any Parcel encumbered by any such lien or claim of lien, cause any such outstanding lien or claim of lien to be released of record or transferred to bond in accordance with applicable law, failing which the Owner or Prime Lessee of said Parcel shall have the right, at the Contracting Party's expense, to transfer said lien to bond. The Contracting Party shall indemnify, defend and hold harmless the Owners and occupants of the Shopping Center from any and all liabilities, claims, damages, expenses (including, without limitation, reasonable attorney's fees and reasonable attorney's fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action of any kind whatsoever, arising out of or in any way connected with the performance of such work, unless caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

(c) Encroachments. The Owners acknowledge and agree that incidental encroachments upon the Common Area may occur as a result of the use of ladders, scaffolds, store front barricades and similar facilities in connection with the construction, maintenance, repair, replacement, alteration or expansion of buildings, signs and Common Area improvements located in the Shopping Center, all of which are permitted hereunder so long as all activities requiring the use of such facilities are expeditiously pursued to completion and are performed in such a manner

as to minimize any interference with use of the improved Common Area or with the normal operation of any business in the Shopping Center.

2.5 Approval Procedures. Before any action requiring the Consenting Owner's approval is commenced, sufficient information shall be sent to the Consenting Owner to enable the Consenting Owner to make a reasonable decision as to the proposal. The Consenting Owner shall have the right to unreasonably withhold its approval to the proposal unless otherwise specified in this Declaration. The Consenting Owner must approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and, if the Consenting Owner disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproval. If the Consenting Owner rejects or disapproves the proposal and fails to provide such explanation within the thirty (30) day period, the Consenting Owner shall be deemed to have approved the 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 would 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.

3. EASEMENTS

3.1 Ingress, Egress and Parking. Each Owner, as grantor, hereby grants to the other Owners, their respective tenants, contractors, employees, agents, licensees and invitees, and the subtenants, contractors, employees, agents, licensees and invitees of such tenants, for the benefit of each Parcel belonging to the other Owners, as grantees, a nonexclusive easement for ingress and egress by vehicular and pedestrian traffic and vehicular parking upon, over and across that portion of the Common Area located on the grantor's Parcel(s), except for those areas devoted to Service Facilities or driveup or drive through customer service facilities. The reciprocal rights of ingress and egress set forth in this Section 3.1 shall apply to the Common Area for each Parcel as such area shall be increased pursuant to Section 2.2 above.

3.2 Utility Lines and Facilities.

(a) Easements. Each Owner, as grantor, hereby grants to the other Owners, for the benefit of each Parcel belonging to the other Owners, as grantees, a nonexclusive

easement under, through and across the Common Area of the grantor's Parcel(s) for the installation, operation, maintenance, repair and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones, communication lines, pneumatic tube systems, electrical conduits or systems, gas mains and other public or private utilities or underground systems facilitating communication and/or coordination of business operations between two or more Parcels. Each Owner agrees to grant such additional easements as are reasonably required by any public or private utility for the purpose of providing the utility lines and facilities described herein provided such easements are not otherwise inconsistent with the provisions of this Declaration.

(b) Construction Requirements. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service (including, without limitation, temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of any buildings, signs or Common Area improvements located in the Shopping Center). The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the improved Common Area or with the normal operation of any business in the Shopping Center. The grantee shall bear all costs related to the installation, operation, maintenance, repair and replacement of such easement facilities, shall repair to the original specifications any damage to the Common Area resulting from such use and shall provide as-built plans for all such facilities to the Owners of all Parcels upon which such utility lines and facilities are located within thirty (30) days after the date of completion of construction of same.

(c) Relocation. 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 (i) 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, (ii) shall not unreasonably interfere with or diminish utility service to the Parcel(s) served by the utility line or facility, (iii) shall not reduce or unreasonably impair the usefulness or function

of the utility line or facility, (iv) shall be performed without cost or expense to the Owner or occupant of any other Parcel, and (v) shall provide for the original and relocated area to be restored to their original specifications. The Owner performing such relocation shall provide as-built plans for all such relocated utility lines and facilities to the Owners of all Parcels served by such utility lines and facilities within thirty (30) days after the date of completion of such relocation.

3.3 Signs. Each Owner, as grantor, hereby grants to the other Owners, as grantees, for the benefit of each Parcel belonging to the other Owners, an easement under, through and across the Common Area of the grantor's Parcel(s) for the installation, operation, maintenance, repair and replacement of the free-standing signs referred to in Section 4.3 of this Declaration and all utility lines and facilities appurtenant thereto. Except where otherwise specifically stated herein to the contrary, the grantee(s) shall bear all costs related to the installation, maintenance, repair and replacement of its free-standing sign and appurtenant facilities, shall repair to the original specifications any damage to the Common Area resulting from such use and shall provide as-built plans for all such facilities to the Owners of all Parcels upon which such facilities are located within thirty (30) days after the date of completion of construction of same.

3.4 Building Encroachments. Each Owner, as grantor, hereby grants to the other Owners, for the benefit of each Parcel belonging to the other Owners, as grantees, an easement for any portion of any building or other structure located on any such Parcel which may encroach into or over the grantor's adjoining Parcel(s); 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 its reconstruction where such building is substantially restored to its prior condition following a casualty or condemnation.

3.5 Permanent Service Drive. Each Owner hereto, as grantor, hereby grants to the other Owners, their respective tenants, contractors, employees, agents, licensees and invitees, and the subtenants, contractors, employees, agents, licensees and invitees of such tenants, for the benefit of each Parcel belonging to the other Owners, as grantees, a perpetual non-exclusive easement for ingress and egress by vehicular and pedestrian traffic upon, over and across that portion of the

Common Area located on the grantor's Parcel(s) shown on Exhibit "A" as "Permanent Service Drive" and more particularly described in **Schedule II** attached hereto and made a part hereof.

3.6 Self Help. Each Owner, as grantor (such Owner being referred to in this subparagraph only as "Grantor Owner"), hereby grants to the other Owners for the benefit of each Parcel belonging to the other Owners as grantees (such other Owners being referred to in this subparagraph only as "Grantee Owners"), an easement to enter the Grantor Owner's Parcel for the following purposes:

(a) To perform such work on the Grantor Owner's Parcel as is necessary to cure any default by the Grantor Owner under this Declaration or the CAMA or the Development Agreement, provided and to the extent the Grantee Owner has the express right to cure said default under this Declaration or the CAMA or the Development Agreement; and

(b) To perform any obligations or exercise any other rights the Grantee Owner has under this Declaration or the CAMA or the Development Agreement.

4. OPERATION OF COMMON AREA

4.1 Parking. There shall be no charge for parking in the Common Area without the prior written approval of the Consenting Owner or unless otherwise required by law.

4.2 Employee Parking. Notwithstanding anything to the contrary in this Declaration, areas to be used for motor vehicle parking by employees of occupants of the Shopping Center may be designated in the Shopping Center from time to time with the prior written approval of the Consenting Owner. In the event employee parking areas are designated as provided herein, then employees of any Owner or 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 of any Parcel other than Parcel 2 park within 300 feet of the front of any building located on Parcel 2. The authority herein granted shall be exercised in such manner as not to discriminate against any Owner or occupant of the Shopping Center.

4.3 Signs.

(a) Center Pylon Sign. Subject to governmental approval, a free-standing sign shall be erected at the location designated "Center Pylon Sign" on Exhibit "A". Such sign may, (i) at the option of the Owner or occupant of Parcel 2, display the designation of the Owner or

occupant of Parcel 2 and/or a Parcel 2 Tenant, and (ii) at the option of the Owner or occupant of Parcel 3, display the designation of the Owner or occupant of Parcel 3 and/or a Parcel 3 Tenant. The designation for the Parcel 2 Tenant may, at the option of the Owner or occupant of Parcel 2, be included on a separate sign can, or be included as part of the designation on the sign can otherwise permitted to the Owner or occupant of Parcel 2. The designation for the Parcel 3 Tenant may, at the option of the Owner or occupant of Parcel 3, be included on a separate sign can, or be included as part of the designation on the sign can otherwise permitted to the Owner or occupant of Parcel 3 and may include, without limitation, the price for motor fuels. Provided the amount of signage otherwise permitted by governmental authority to the Owner or occupant of Parcel 2 or Parcel 3 and any Parcel 2 Tenant or Parcel 3 Tenant is not adversely affected thereby, designations for not more than three (3) other businesses in the Shopping Center shall also be permitted on the Center Pylon Signs. The initial cost of constructing and installing the Center Pylon Sign structure (excluding electrical hookup to the Common Area meter) shall be paid by the Developing Party (as defined in the Development Agreement) that makes the election to install the Center Pylon Sign as set forth in the Development Agreement. When an Owner of a Parcel entitled to display designations on the Center Pylon Sign desires to exercise such Owner's right to be displayed thereon, such Owner shall, prior to installing such Owner's designation or designations, reimburse the Developing Party the cost to construct and install such Center Pylon Sign structure in the proportion that the total square footage of such Owner's designation or designations bears to the total square footage of all designations entitled to be displayed thereon. The cost of maintaining, repairing and replacing the Center Pylon Sign structure shall be paid by the Owners of all Parcels displaying designations thereon in the proportion that the total square footage of each Owner's designation or designations bears to the total square footage of all designations displayed thereon. Each person displaying a designation on a Center Pylon Sign shall supply and maintain its own sign fascia and can. The design of the Center Pylon Sign structures and the size, design and location of sign fascia thereon shall be subject to the Consenting Owner's prior written approval (which shall be obtained in accordance with the procedures set forth in Section 2.5). Notwithstanding the foregoing, Albertson's may use such standard fascia as they from time to time use generally in carrying on their businesses. The Owner or occupant of Parcel 2 shall have the top designation on the Center Pylon Sign and the Owner or

BK 8646 PG 44 76

occupant of Parcel 3 shall have the bottom designation on the Center Pylon Sign. The Owner of Parcel 7, in its sole discretion, shall have the right to determine which businesses in the Shopping Center (in addition to the Owner or occupant of Parcel 2 and Parcel 3 and/or a Parcel 2 Tenant and a Parcel 3 Tenant) may be designated on the Center Pylon Sign from time to time, and shall have the right to substitute a Shopping Center designation for any one (1) of the other business designations shall have the right to substitute a Shopping Center designation for any one (1) of its business designations.

(b) Monument Signs. Subject to governmental approval, free-standing monument signs may be erected on each Parcel at such locations the Owner of such Parcel may select in such Owner's sole discretion; provided, however, (i) that the Owners of Parcels 1 and 5, (ii) that the Owners of Parcels 4 and 6, and (iii) that the Owners of Parcels 7 and 8, all shall make commercially reasonable attempts to consolidate the monument signs on each pair of the foregoing Parcels into one monument sign. No portion of any such monument sign (or any design feature thereof) shall exceed an elevation of five (5) feet above the street level of the nearest adjacent street, nor shall the sign area of any such monument sign exceed twenty-four (24) square feet (with a maximum of four [4] feet in height and six [6] feet in width). Each such monument sign shall identify the businesses or services located or provided on the Parcel on which the sign is located. The cost of designing, constructing, installing, lighting, maintaining, repairing and replacing each monument sign shall be paid by the Owner or occupant of the Parcel on which the sign is located. The design of each monument sign structure, and the size, design and location of the sign fascia used, and any modifications thereof shall be subject to the approval of the Consenting Owner (which shall be obtained in accordance with the procedures set forth in Section 2.5). Notwithstanding the foregoing, Albertson's may use such standard fascia as it from time to time uses generally in carrying on its businesses.

Anything in this Section 4.3(b) to the contrary notwithstanding, the Owner or occupant of Parcel 3 may erect, subject to governmental approval, a monument sign on Parcel 3, in accordance with Albertson's prototypical sign plans as may be modified from time to time. Said sign(s) shall be restricted to identification of the businesses, goods, services and product prices located or provided on Parcel 3.

(c) No Other Signs. There shall be no other signs in the Shopping Center, except directional signs, signs on buildings and signs on the Fuel Facilities. All exterior building signs on Parcels 1, 4, 5, 6, 7 and 8 shall be restricted to identification of the businesses or services located or provided therein. No exterior building sign shall be placed on penthouse walls, extend above the building roof or be painted on the exterior building surface. No exterior building or free-standing sign shall utilize flashing, moving or audible lights or appurtenances.

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 by this Declaration to use the Common Area from using the Common Area for ingress, egress, parking, or any other purpose. Such steps shall include, without limitation, the construction of fences, walls or barricades along the boundary lines of any portion of the Shopping Center except along the common boundary line of any Parcel with any other Parcel; provided, however, that any impairment of access to or from the Shopping Center, or any part thereof, shall require the Consenting Owner's prior written approval, which may be withheld in such Consenting Owner's sole and absolute discretion.

4.5 Outside Sales. 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 Parcel 2 shall be permitted from the parking lot located on Parcel 2 subject to the following restrictions: (i) the Common Area shall be promptly restored to its condition immediately prior to said sale at the sole cost and expense of the Owner or occupant of Parcel 2, and (ii) sales shall not unreasonably 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.

4.6 Prohibited Activities. Picketing and distribution of pamphlets, handbills or similar materials within the Shopping Center shall be prohibited.

5. USE RESTRICTIONS

5.1 Food, Pharmacy and Fuel Restrictions. No part of Parcel 1, 4, 5, 6, 7 or 8 shall be used as a supermarket, which shall be defined as any store or department containing more than 2,000 square feet of Floor Area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption; as a bakery or delicatessen; as a cigarette or smoke shop or any other store the primary business of which is to sell tobacco products and/or accessories; for

the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption; for the sale of alcoholic beverages for off-premises consumption; or for the sale or offer for sale of any pharmaceutical products requiring the services of a registered pharmacist. No part of Parcel 1, 4, 5, 6, 7 or 8 shall be used for a "Convenience Store," as hereinafter defined, or for the sale of Petroleum. A "Convenience Store" is herein defined as a self-contained area or building primarily devoted to the sale of any or all of the following items: food, beverages, grocery items, Petroleum, tobacco and/or carwashes, as they may be operated from time to time. By way of example only, stores such as "7-Eleven" and "Circle K" are considered to be "Convenience Stores" under the foregoing definition.

5.2 General Restrictions.

(a) Retail Use Restrictions. No part of Parcel 1, 4, 5, 6, 7 or 8 shall be used for any purpose other than for retail sales, retail services, restaurants or, where permitted under Section 5.3, Office Use (as defined in Section 5.3). Without limiting the foregoing, no part of Parcel 1, 4, 5, 6, 7 or 8 shall be used for an automotive maintenance or repair facility, a second hand or surplus store, or for any entertainment or recreational facility. For the purpose of this Declaration, the phrase "entertainment or recreational facility" shall include, without limitation, a theater, bowling alley, skating rink, gym, health spa or studio, dance hall, billiard or pool hall, massage parlor, game parlor or video arcade (which shall be defined as any store containing more than four [4] electronic games).

(b) Special Use Restrictions. No part of the Shopping Center shall be used as a bar, tavern, cocktail lounge, adult book or adult video store, hotel, motel, warehouse, animal kennel, mobile home park or trailer court; for the renting, leasing or selling of or displaying for the purpose of renting, leasing or selling of any boat, motor vehicle or trailer; or for industrial purposes; or for any bankruptcy sales or going out of business sales. No part of the Shopping Center except Parcel 3 shall be used as a car wash.

5.3 Location Restrictions. No building on Parcel 1, 4, 5, 6, 7 or 8 exceeding 7,000 square feet shall be primarily used as a medical (including, without limitation, eye care or chiropractic), dental, professional or business office (the foregoing office uses being referred to herein as "Office Use"). For purposes hereof a bank, savings and loan association or credit union

shall not constitute an Office Use. Neither a restaurant nor an Office Use shall be permitted on Parcel 1, 4, 5, 6, 7 or 8 within two hundred (200) feet from any building constructed on Parcel 2.

5.4 Driveup and Drive Through Facilities. No vehicular driveup or drive through customer service facilities shall be located in the Shopping Center unless the Consenting Owner has first given its written approval, which shall not be unreasonably withheld, to the location, parking and drive lanes of such facility. The parties hereby approve the vehicular driveup and drive through customer service facilities shown on Exhibit "A."

5.5 Mall Restrictions. There shall be no open or enclosed malls in the Shopping Center unless the Consenting Owner has first given its written approval, which shall not be unreasonably withheld, to the location of the entrance to such mall.

5.6 Hazardous Materials. No Owner or occupant shall use or permit the use, handling, generation, storage, release, disposal or transportation of Hazardous Materials on, about or under its Parcel except in the ordinary course of its business and in compliance with all Environmental Laws.

6. CASUALTY AND CONDEMNATION

6.1 Casualty. If all or any portion of any building in the Shopping Center is damaged or destroyed by fire or other casualty, the Owner of such building shall promptly restore or cause to be restored the remaining portion of such building or, in lieu thereof, shall remove the damaged portion of such building together with all rubble and debris related thereto. All Building Areas on which buildings are not reconstructed following a casualty shall be graded or caused to be graded by the Owner thereof to the level of the adjoining property and in such a manner as not to adversely affect the drainage of the Shopping Center or any portion thereof, shall be covered by a one inch asphalt dust cap and shall be kept weed free and clean at the Owner's sole cost and expense until buildings are reconstructed thereon.

6.2 Condemnation.

(a) **Building Restoration.** If all or any portion of any building in the Shopping Center is taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof ("Condemnation"), the Owner of such building shall have the same obligations with respect to restoration or removal of the building as are set forth in Section 6.1.

(b) Allocation of Award. If all or any portion of any Parcel in the Shopping Center is taken or damaged as a result of a Condemnation ("Condemned Parcel"), the Owner of the Condemned Parcel shall be entitled to the entire award or purchase price paid for the Condemned Parcel; provided, however, that nothing contained herein shall affect any other person's right to seek severance damages for its Parcel, provided the award of such severance damages does not reduce or diminish the amount which would otherwise be paid to the Owner of the Condemned Parcel. The Owner of the Condemned Parcel shall restore or cause to be restored the remaining portion of the Condemned Parcel as near as practicable to the condition immediately prior to such Condemnation to the extent, but only to the extent, of any condemnation proceeds allocated by the court or condemning party, as the case may be, to such restoration and actually received by the Owner of the Condemned Parcel. Any restoration of the Condemned Parcel which involves a change in the configuration of the Common Area or the sizes and arrangements thereof from that shown on Exhibit "A" shall require the Consenting Owner's prior written approval. Notwithstanding the above, this Section 6.2 is not intended to and shall not alter the allocation of any award between the Owner of a Condemned Parcel and any tenant of such Condemned Parcel pursuant to the terms of any lease or other agreement between the parties.

7. INDEMNIFICATION. Each Owner shall indemnify, defend and hold harmless the other Owners and occupants of the Shopping Center from any and all liabilities, claims, damages, expenses (including, without limitation, reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings, and causes of action of any kind whatsoever for injury to or death of any person or damage to any property resulting from the willful misconduct or negligent act or omission of the indemnifying Owner.

8. GENERAL PROVISIONS

8.1 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. Notwithstanding the foregoing, the Restrictions in Section 5.1 shall be appurtenant to and for the benefit of only Parcel 2 and Parcel 3 and each part thereof and may be waived in writing only by the Owner and Prime Lessee of Parcel 2 (or Parcel 3, as the case may be) without the joinder of any other person.

8.2 Successors and Assigns. This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon the Owners, their heirs, successors, assigns and personal representatives, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise. Notwithstanding the foregoing, if any Owner sells or transfers all or any portion of its interest in any Parcel, such Owner shall, upon the sale and conveyance of title, be released and discharged from all of its obligations as Owner in connection with the property sold by it arising under this Declaration after the sale and conveyance of title but shall remain liable for all obligations arising under this Declaration prior to the sale and conveyance of title. The new Owner of any such Parcel or any portion thereof (including, without limitation, any Owner [or Lienholder] who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Declaration with respect to such Parcel or portion thereof after the date of sale and conveyance of title.

8.3 Duration. Except as provided herein (and subject to the perpetual Permanent Service Drive easements granted in Section 3.5), the term of this Declaration shall be for a period of sixty-five (65) years ("Primary Period") from the date hereof. Notwithstanding the foregoing, upon the expiration of the Primary Period, the term of this Declaration shall automatically renew for successive periods of ten (10) years each (each such period being referred to as an "Extension Period") unless, at least ninety (90) days prior to the date of expiration of the Primary Period or Extension Period then in effect, the Owner of Parcel 2 delivers to the other Owners in the Shopping Center written notice of termination, in which event, the Declaration shall automatically expire at the end of the Primary Period or Extension Period then in effect.

8.4 Injunctive Relief. In the event of any violation or threatened violation by any person of any of the Restrictions, any or all of the Owners and Prime Lessees of the property included within 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 or provided by law.

8.5 Modification and Termination. This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the Owners and Prime Lessees of the Parcels containing ninety percent (90%) of the total square footage of Building

Area in the Shopping Center, and then only by written instrument duly executed and acknowledged by all of the required Owners and Prime Lessees and recorded in the office of the recorder of the county in which the Shopping Center is located. No modification or termination of this Declaration shall affect the rights of any Lienholder unless the Lienholder consents in writing to the modification or termination.

8.6 Method of Approval. Whenever the consent or approval of any Owner is required, such consent or approval shall be exercised only in the following manner. Each Parcel shall have only one (1) vote. The Owners (if consisting of more than one [1] person) of each Parcel shall agree among themselves and designate in writing to the Owners and Prime Lessees of each of the other Parcels a single person who is entitled to cast the vote for that Parcel. If the Owners of any such Parcel cannot agree who shall be entitled to cast the single vote of that Parcel, or if the Owners fail to designate the single person who is entitled to cast the vote for that Parcel within thirty (30) days after receipt of request for same from any other Owner or Prime Lessee, then 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 and the total square footage of Building Area located on said Parcel shall be disregarded for the purpose of computing the percentage requirement set forth in Section 8.5. Except as otherwise set forth in Section 8.5, in the event an Owner sells its Parcel and becomes the Prime Lessee thereon, said Prime Lessee is hereby appointed the entity to cast the vote or give the consent for said Parcel on behalf of the Owner thereof and is hereby granted all of the rights and remedies granted to the Owner of said Parcel so long as it is the Prime Lessee of said Parcel, anything in this Declaration to the contrary notwithstanding.

8.7 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 purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

8.8 Breach Shall Not Permit Termination. It is expressly agreed that no breach of this Declaration shall entitle any Owner to terminate this Declaration, but such limitation 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.

8.9 Default. A person shall be deemed to be in default of this Declaration only upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from any Owner or Prime Lessee specifying the particulars in which such person has failed to perform the obligations of this Declaration unless such person, prior to the expiration of said thirty (30) days (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice of default. However, such person shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

8.10 Notices.

(a) Delivery. All notices given pursuant to this Declaration shall be in writing and shall be given by personal service, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party at the address set forth below. If a notice must be given to a person other than one designated below, such notice shall be sent to the person and address shown on the then current real property tax rolls of the county in which the Shopping Center is located. All notices to First Party or Albertson's shall be sent to the appropriate party at the address set forth below:

First Party: Leon Peterson
225 South 200 East
Salt Lake City, UT 84102

Albertson's: Albertson's, Inc.
250 Parkcenter Boulevard
P.O. Box 20
Boise, ID 83726
Attention: Legal Department

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other party. All notices given pursuant to this Declaration shall be deemed given upon receipt.

(b) **Receipt.** For the purpose of this Declaration, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document to the address specified pursuant to subparagraph (a) above as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to subparagraph (a) above, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the postmark on the return receipt, or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

8.11 Waiver. The failure of a person to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in the performance of any of the Restrictions contained herein by the same or any other person.

8.12 Attorney's Fees. In the event either party initiates or defends any legal action or proceeding in any way connected with this Declaration, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including, without limitation, its reasonable costs and attorney's fees on any appeal). All such costs and attorney's fees shall be deemed to have accrued on commencement of any legal action or proceeding and shall be enforceable whether or not such legal action or proceeding is prosecuted to judgment.

8.13 Sale & Sale-leaseback Purchaser. Notwithstanding anything to the contrary contained in this Declaration, it is expressly agreed that in the event an Owner sells its Parcel (whether or not such sale includes buildings and/or Common Area improvements located thereon) to an unaffiliated third party and thereafter enters into a lease (including a ground lease or building lease) for such Parcel with such third party or its lessee or sublessee (hereinafter referred to collectively as the "Prime Lessor"), so long as said Owner is in possession of the property as a Prime

Lessee the parties hereto shall look solely to said Prime Lessee (and said Prime Lessee shall be liable therefor) for the performance of any obligations either the Prime Lessee or the Prime Lessor shall have under this Declaration and the Prime Lessor shall be relieved of any obligation for the performance of or liability for the Restrictions set forth herein relating to either the Prime Lessee or its Parcel.

8.14 Severability. If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration 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 Declaration shall be valid and shall be enforced to the extent permitted by law.

8.15 Not a Partnership. The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

8.16 No Third Party Beneficiary Rights. This Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

8.17 Captions and Headings. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

8.18 Entire Agreement. This Declaration contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

8.19 Construction. In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

8.20 Joint and Several Obligations. In the event any party hereto is composed of more than one (1) person, the obligations of said party shall be joint and several.

SCHEDULE I
to Declaration of Restrictions and Easements

Description of Shopping Center

Parcel 1

Lot 1 of that certain ALBERTSON'S 10400 SOUTH STREET SUBDIVISION, recorded ~~June~~ ^{September 5,} 2002, in Book ~~2002A~~ at Page ~~243~~, as Instrument No. 8343187, in the Recorder's Office in Salt Lake County, Utah (the "Subdivision").

Situate in South Jordan City, Salt Lake County, Utah.

27-17-100-018

Parcel 2

Lot 2 of the Subdivision.

Situate in South Jordan City, Salt Lake County, Utah.

Parcel 3

Lot 3 of the Subdivision.

Situate in South Jordan City, Salt Lake County, Utah.

Parcel 4

Lot 4 of the Subdivision.

Situate in South Jordan City, Salt Lake County, Utah.

Parcel 5

Lot 5 of the Subdivision.

Situate in South Jordan City, Salt Lake County, Utah.

Parcel 6

Lot 6 of the Subdivision.

Situate in South Jordan City, Salt Lake County, Utah.

BK 8646 PG 4489

Parcel 7

Lot 7 of the Subdivision.

Situate in South Jordan City, Salt Lake County, Utah.

Parcel 8

Lot 8 of the Subdivision.

Situate in South Jordan City, Salt Lake County, Utah.

SCHEDULE II
to Declaration of Restrictions and Easements

5/31/02
bea

Description of Permanent Service Drives

Parcel 1
A Private Road
Located in the Northwest Quarter of Section 17
Township 3 South, Range 1 West, Salt Lake Base & Meridian

Beginning at a point on the south line of 10400 South Street, said point being North 00°02'13" West 1,157.55 feet along the section line and North 89°57'00" West 1,210.79 feet along the centerline of said 10400 South Street and South 53.00 feet from the Center of Section 17 Township 3 South, Range 1 West, Salt Lake Base & Meridian, and running;

thence South 89°57'00" East 61.10 feet along the south line of 10400 South Street;
thence Southwesterly 27.77 feet along an arc of a 35.00 feet radius curve to the left (center bears South 44°35'04" East long chord bears South 22°41'12" West 27.05 feet with a central angle of 45°27'28");

thence South 00°02'32" East 67.31 feet;
thence Southerly 12.46 feet along an arc of a 50.00 foot radius curve to the right (center bears South 89°57'28" West long chord bears South 07°05'48" West 12.43 feet with a central angle of 14°16'39");

thence South 14°14'07" West 49.15 feet;
thence Southwesterly 103.10 feet along an arc of a 119.00 foot radius curve to the right (center bears North 75°45'53" West long chord bears South 39°03'22" West 99.91 feet with a central angle of 49°38'29");

thence Southwesterly 100.40 feet along an arc of a 90.00 foot radius curve to the left (center bears South 26°07'24" East long chord bears South 31°55'02" West 95.28 feet with a central angle of 63°55'09");

thence South 00°02'33" East 431.82 feet;
thence North 89°57'00" West 30.00 feet;
thence North 00°02'33" West 431.77 feet;
thence Northeasterly 133.87 feet along an arc of a 120.00 foot radius curve to the right (center bears North 89°57'27" East long chord bears North 31°55'02" East 127.04 feet with a central angle of 63°55'09");

thence Northeasterly 77.11 feet along an arc of a 89.00 foot radius curve to the left (center bears North 26°07'24" West long chord bears North 39°03'22" East 74.72 feet with a central angle of 49°38'29");

thence Northerly 22.10 feet along an arc of a 88.68 foot radius curve to the left (center bears North 75°45'53" West long chord bears North 07°05'48" East 22.04 feet with a central angle of 14°16'39");

thence North 00°02'32" West 97.90 feet to the point of beginning.

Containing ~~25,040.55~~ square feet, 0.57 acres

24,990
ABS: JHM

6/06/02
JHM

BK 8646 PG 44 91

5/31/02
bea

Parcel 2
A 30.0 foot Cross-access Easement
Located in the Northwest Quarter of Section 17
Township 3 South, Range 1 West, Salt Lake Base & Meridian

Beginning at a point on the south line of 10400 South Street, said point being North 00°02'13" West 1,157.55 feet along the section line and North 89°57'00" West 875.96 feet along the centerline of said 10400 South Street and South 53.00 feet from the Center of Section 17 Township 3 South, Range 1 West, Salt Lake Base & Meridian, and running;

thence South 89°57'00" East 30.00 feet along the south line of said 10400 South Street;
thence South 211.49 feet;
thence West 280.60 feet;
thence North 65°58'39" West 66.49 feet;
thence Northeasterly 30.08 feet along an arc of a 119.00 foot radius curve to the left (center bears North 58°45'45" West long chord bears North 23°59'46" East 30.00 feet with a central angle of 14°28'58");
thence South 65°58'39" East 60.12 feet;
thence East 244.21 feet;
thence North 181.51 feet to the point of beginning.

Containing 15,649.04 square feet, 0.36 acres

6/06/02
JHM

5/31/02
bea

Parcel 3
A 30.0 foot Cross-Access Easement
Located in the Northwest Quarter of Section 17
Township 3 South, Range 1 West, Salt Lake Base & Meridian

Beginning at a point being North 00°02'13" West 640.03 feet and West 862.27 feet from the Center of Section 17 Township 3 South, Range 1 West, Salt Lake Base & Meridian, and running;

thence West 424.96 feet;
thence North 00°02'33" West 30.00 feet;
thence East 360.81 feet;
thence South 18.00 feet;
thence East 64.17 feet;
thence South 12.00 feet to the point of beginning.

Containing 11,594.00 square feet, 0.27 acres

6/06/02
JHM

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5/31/02
bea

Parcel 4
A 30.0 foot Cross-Access Easement
Located in the Northwest Quarter of Section 17
Township 3 South, Range 1 West, Salt Lake Base & Meridian

Beginning at a point being North 00°02'13" West 372.67 feet along the section line and West 862.44 feet from the Center of Section 17 Township 3 South, Range 1 West, Salt Lake Base & Meridian, and running

thence North 89°57'00" West 424.76 feet;
thence North 00°02'33" West 30.00 feet;
thence South 89°57'00" East 424.78 feet;
thence South 30.00 feet to the point of beginning;

Containing 12,743.05 square feet, 0.29 acres

6/06/02
JHM

5/31/02
bea

Parcel 5
A Cross-access Easement
Located in the Northwest Quarter of Section 17
Township 3 South, Range 1 West, Salt Lake Base & Meridian

Beginning at a point North 00°02'13" West 372.07 feet along the section line and West 170.61 feet from the Center of Section 17 Township 3 South, Range 1 West, Salt Lake Base & Meridian, and running;

thence North 89°57'00" West 319.27 feet;
thence North 83.00 feet;
thence South 89°57'00" East 81.00 feet;
thence North 00°03'00" East 11.00 feet;
thence South 89°57'00" East 202.19 feet;
thence North 00°02'19" West 174.81 feet;
thence West 292.71 feet;
thence North 13.00 feet;
thence East 16.35 feet;
thence North 17.00 feet;
thence East 312.34 feet;
thence South 00°02'19" East 298.84 feet to the point of beginning.

Containing 44,993.52 square feet, 1.03 acres

6/06/02
JHM

BK 8646PG4493

GENERAL NOTES

NO TRUCK WELLS, NATURAL DOCK ONLY
 PARKING REQUIREMENTS:
 ALBERTSONS RET: 1/200 S.F. OF G.B.A.
 CITY REQUIREMENTS:
 RETAIL 1/200 S.F. OF RETAIL SALES AREA
 (13,000 S.F. USED)
 CONVENIENCE STORE 1/150 S.F. OF G.B.A.
 BUILDING SETBACK REQUIREMENTS:
 FRONT: 10' (CORNER LOT)
 SIDE: 20' (CORNER LOT)
 REAR: 10' UNLESS ADJACENT TO RESIDENTIAL,
 THEN: 30'
 LANDSCAPE REQUIREMENTS:
 PER CITY REVIEW.

ZONING REQUIREMENTS:
 EXISTING - CC: COMMUNITY COMMERCIAL
 REQUIRED - CC: COMMUNITY COMMERCIAL

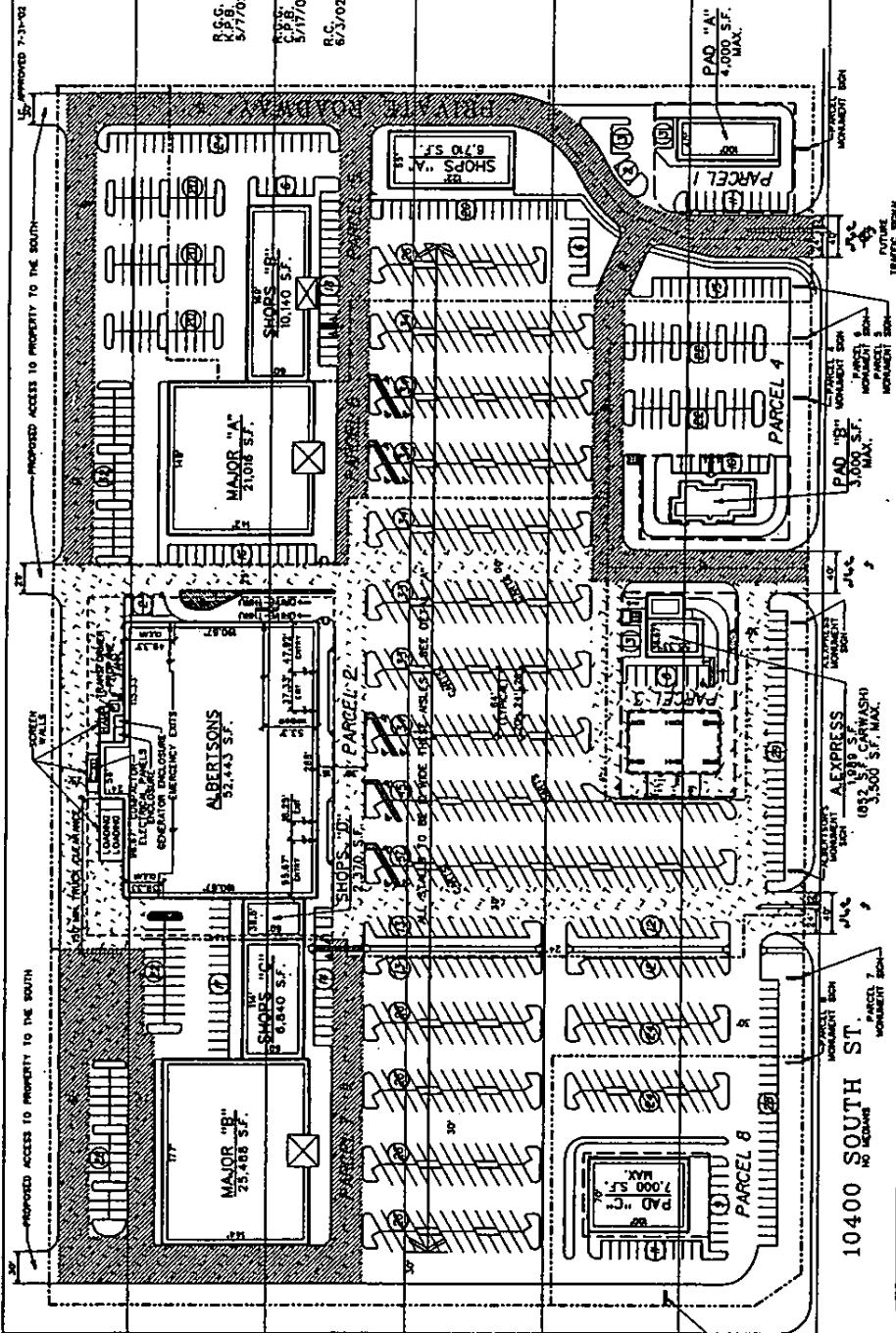


EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA 142,507 S.F.
 TOTAL CARPARKS REQUIRED 713 (1/200) (17181)
 TOTAL CARPARKS PROVIDED 1007 (-294) (-12891)
 TOTAL SITE AREA 873,560 S.F. (20.05 AC.)
 (BASED ON CITY REQUIREMENTS)
 CALCULATIONS INCLUDE MAX. S.F.

APPROVED BY: DATE: 3-7-02
 SIGNED: 3-11-02
 PETER LYNCH BOB BARKS
 BOB BARKS SIGNED: 3-08-02
 DENISE HODE SIGNED: 3-11-02

SCALE 1" = 40'
 ROADWAY
 CURB CUT DETAIL
 PARKING DETAIL

LEGEND

- PROPERTY/PARCEL LINE
- EXPANSION LIMIT LINE
- BUILDING ENVELOPE
- BUILDING AREA
- HEAVY DUTY PAVING
- PERMANENT SERVICE DRIVE

10400 SOUTH ST.
 BANGERTER HIGHWAY

REVISIONS	DATE	BY	DESCRIPTION
1. 12/20/01	TRW	TRW	REV. HOTEL CONTROL, CALCULATIONS
2. 01/10/02	TRW	TRW	REV. PARCEL 5, PERMITS, REMOVE PERMITS SERVICE DRIVE FROM PROPOSED ROAD TO PARCEL 5
3. 01/10/02	TRW	TRW	REV. SCREEN WALLS, ADD BUILDING ENVELOPE CALCULATIONS
4. 01/10/02	TRW	TRW	CHANGE TO EXP. REV. 5/17/02
5. 01/10/02	TRW	TRW	REV. PERMITS TO SIGN, PARCELS & CALCULATIONS
6. 01/10/02	TRW	TRW	ADD BUILDING ENVELOPE 8 MAX. S.F., ADD SCREEN WALLS
7. 01/10/02	TRW	TRW	REVISED WORKING & CONTROL, BASED ON REVISED PLAN, REV. TO MATCH REV. PLAN, ADD SCREEN WALLS
8. 01/10/02	TRW	TRW	REVISED PLAN, REV. TO MATCH REV. PLAN, ADD SCREEN WALLS

- POOR COPY -
 CO. RECORDER

CONSENT AND AGREEMENT

THIS CONSENT AND AGREEMENT ("Consent") is made a part of and appended to that certain Declaration of Restrictions and Easements (the "Declaration").

RECITALS

A. Jones Land Company, L.L.C., a Utah limited liability company ("Jones"), is the fee owner of Parcels 1, 4, 5, 6, 7 and 8 of that certain Shopping Center ("Jones Property"), as described in the Declaration to which this Consent is appended.

B. To provide the basis of an integrated retail sales complex, Jones desires to have the Declaration as a lien or encumbrance on the Jones Property to benefit and encumber the Jones Property by the terms and conditions of the Declaration as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Jones hereby consents and agrees as follows:

1. Jones hereby consents to, ratifies, confirms, approves, assumes and agrees to benefit from and to be bound by and to perform each and every term, covenant, condition and agreement contained in the Declaration as the Owner (as such term is defined in the Declaration) of the Jones Property as if each thereof were set forth in this Consent. Each of said terms, covenants, conditions and agreements shall be binding upon, inure to the benefit of, and be enforceable by the parties to the Declaration (and by Jones, as the case may be) and their successors and assigns.

2. Jones does hereby subordinate all of Jones' right, title and interest in and to the Jones Property to the Declaration and the Declaration shall be a benefit to and an encumbrance upon Jones' fee interest in and to the Jones Property.

3. All notices to Jones that are required to be given to an Owner pursuant to the Declaration shall be sent to the address set forth below:

