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LAND TITLE COMPANY OF SKAGIT COUNTY

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T-68238-E  
#4-P SWC College Way  
& Riverside  
Mount Vernon, WA

MEMORANDUM OF SHOPPING CENTER LEASE

THIS MEMORANDUM OF SHOPPING CENTER LEASE is entered into as of the 10<sup>th</sup> day of July, 1992, between Skagit Mall 90 Associates, a Washington general partnership ("Landlord"), and Albertson's, Inc., a Delaware corporation ("Tenant").

- 1. Leased Premises:** Landlord and Tenant have heretofore entered into a Shopping Center Lease dated as of April 22, 1992 ("Lease"), whereby Landlord has leased and Tenant has hired, and Landlord does hereby lease and Tenant does hereby hire, those certain premises in the City of Mount Vernon, County of Skagit, State of Washington, described in the Lease as more particularly described as Parcel 2 in Schedule I hereto and shown on Exhibit "A" hereto ("Leased Premises"), which premises are a part of the Shopping Center described in said Lease and more particularly described as Parcels 1 through 6 in Schedule I attached hereto.
- 2. Term:** The term of the Lease is for an interim term commencing on the date of the Lease and terminating on the date the primary term commences and for a primary term of twenty (20) consecutive years commencing on the earlier of (a) the Rent Commencement Date and (b) the fifth (5th) anniversary of the date of the Lease, and terminating on the twentieth (20th) anniversary of the commencement date of the primary term.
- 3. Option for Renewal:** Tenant, at Tenant's option, in accordance with the terms of the Lease, may extend the term of the Lease for six (6) consecutive

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periods of five (5) years each on the same terms and conditions, except length of term and rent, as the primary term of the Lease.

**4. Title to Improvements: The Lease provides that:**

**4. Tenant's Fixtures.**

4.1 Tenant may install on the Leased Premises any trade fixtures and equipment Tenant deems desirable, and they shall remain Tenant's personal property. Tenant may remove any such trade fixtures and equipment at any time during the term of this Lease, but shall repair any damage to structural portions of Tenant's Building caused by removal of such trade fixtures and equipment.

4.2 If, upon termination of this Lease, Tenant's Building is heated in whole or in part with heat reclaimed from refrigeration compressors installed by Tenant, Tenant may remove the compressors, refrigeration coils, and associated controls but shall not remove any duct work or air handling equipment that could be used by Landlord in installing an alternative heating system.

**8. Construction and Alteration of Improvements on the Leased Premises.**

8.1 Tenant may, at Tenant's initial expense but subject to Landlord's obligation of reimbursement set forth in Article 30 (Purchase of Tenant's Building), raze any improvements located on the Leased Premises, construct on the Leased Premises any improvements, including, without limitation, store building(s) and parking area(s), and make such repairs, additions, alterations and improvements thereto as Tenant deems desirable subject, however, to the terms of this Lease.

8.2 Fee title to all improvements located on the Leased Premises, together with all additions, alterations and improvements thereto, even though a part of the realty, shall be and remain in Tenant until the Building Transfer Date. In the event of any termination of this Lease prior to the Building Transfer Date, fee title to all improvements then located on the Leased Premises, together with all additions, alterations and improvements thereto, shall pass to and vest in Landlord.

8.3 Tenant may sell any improvements located on the Leased Premises, together with all additions, alterations and improvements thereto, to a third party subject, however, to the terms of this Lease.

**5. Building and Common Area Development: The Lease provides that:**

**5. Development Agreement.**

5.1 Landlord and Tenant each agree to perform their respective obligations set forth in the Development Agreement, any default in which shall constitute a default under this Lease subject to all of the rights and remedies set forth in Article 21 (Default) including, without limitation, the right to deduct from Annual and Bonus Rent any costs incurred by Tenant to perform Landlord's obligations under the Development Agreement.

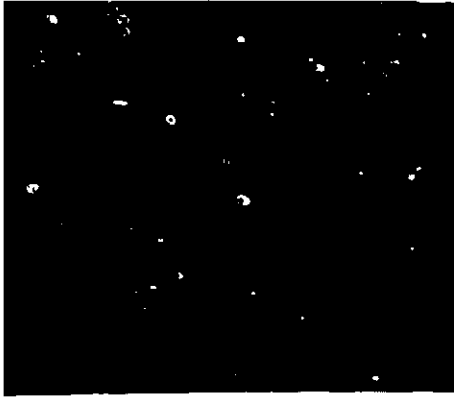
**9. Building and Common Area Development.**

9.1 All buildings and other structures (except those permitted in Section 9.2 below) 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 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 shall be constructed and maintained in accordance with all local, state and federal laws, rules and regulations applicable thereto. All Building Areas on which buildings are not under construction on the date Tenant first opens Tenant's Building for business shall be covered by a one inch asphalt dust cap and kept weed free and clean at Landlord's sole expense until such time as buildings are constructed thereon.

9.2 The Common Area is hereby reserved for the sole and exclusive use of all owners of the Shopping Center, their tenants, contractors, employees, agents, customers, licensees and invitees and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants. The Common Area may be used for vehicular driving, parking (except that there shall be no multi-level parking), pedestrian traffic, directional signs, sidewalks, walkways, landscaping, perimeter walls and fences, parking lot lighting, recycle centers, utilities and Service Facilities and for no other purpose unless otherwise specifically provided in this Lease. No buildings or structures not shown on the Site Construction Documents approved pursuant to the Development Agreement shall be placed or constructed in the Common Area except pylon and directional signs (as provided in Article 11 [Operation of Common Area]), paving, bumper guards or curbs, landscape planters, lighting standards, perimeter walls and fences, utility pads and equipment, recycle centers, sidewalks and, to the extent that they are located, and do not impede access, to the rear or sides of buildings, Service Facilities. The Common Area shall be constructed in accordance with the site plan attached hereto as Exhibit "A" and shall be kept and maintained as provided for in Article 12 (Common Area Maintenance). All portions of a

Building Area which cannot be used for buildings shall be developed by Landlord, at Landlord's sole cost and expense, in accordance with a site plan approved by Landlord and Tenant and maintained as improved Common Area. 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 prior written consent of Landlord and Tenant; provided, however, that nothing contained in this Section 9.2 shall be in any way interpreted or construed to require the written consent of either party to the expansion of any building into the Expansion Area shown on Exhibit "A."

9.3 (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 elevations (including, without limitation, 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 Landlord and Tenant as to the exterior elevations (including, without limitation, signs and color) of the building to be constructed or modified. Such consent shall not be unreasonably withheld. The standard signs and logos of Tenant as they may exist from time to time and the opening, closing or relocation of any door, however, shall not require approval. Before the construction of any building or any modification of an existing building which requires approval is commenced, sufficient information shall be sent to Landlord and Tenant to enable Landlord and Tenant to make a reasonable determination as to the architectural and aesthetic compatibility of said building or modification with all other buildings in the Shopping Center. Neither Landlord nor Tenant may arbitrarily or unreasonably withhold its approval of the proposed building or modification if it is architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. Landlord and Tenant must each approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and, if such party disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproval. If either Landlord or Tenant rejects or disapproves the proposal and fails to provide such explanation within the thirty (30) day period, such party 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 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.

(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 or remodeled in such a manner as not to adversely affect the fire rating of any building built or existing upon any other Parcel. The purpose of this Subsection (B) is to allow buildings built or remodeled 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 in the Shopping Center.

(D) All buildings on Parcels 2, 4 and 5 shall be single story with mezzanine permitted and shall not exceed thirty-one (31) feet in height. No building on Parcel 6 shall exceed one (1) story and eighteen (18) feet in height (including mechanical fixtures and equipment and screening for same). No mezzanine or basement shall be used for the sale or display of merchandise.

(E) Tenant, as to Tenant's Building, and Landlord, as to all other buildings in the Shopping Center, shall maintain or cause to be maintained the exterior of its Building(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 parking areas.

9.4 (A) 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, to or from any public right-of-way, (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 Landlord and Tenant. Unless otherwise specifically stated herein to the contrary, Tenant, as to any work performed by Tenant or its subtenants, and Landlord, as to any work performed by Landlord, its tenants or subtenants, which party is hereafter referred to as the "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) 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 Subsection (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 other party, 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 other party 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 other party from any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action, 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 party, its tenants, subtenants, agents, contractors or employees.

(C) The parties 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.

9.5 Unless otherwise specifically stated herein to the contrary, in the event all or any portion of any building in the Shopping Center is (i) damaged or destroyed by fire or other casualty, or (ii) taken or damaged as a result of the exercise of

the power of eminent domain or any transfer in lieu thereof, Tenant, as to Tenant's Building, and Landlord, as to all other buildings located in the Shopping Center, shall promptly restore or cause to be restored the remaining portion of such building or, in lieu thereof, shall remove or cause to be removed the damaged portion of such building together with all rubble and debris related thereto; provided, however, if Tenant's Building is damaged or destroyed by fire or other casualty prior to the Building Transfer Date (such time period not to exceed two years after completion), Tenant shall promptly restore or cause to be restored the remaining portion of Tenant's Building. All such Building Areas on which buildings are not reconstructed following a casualty or condemnation shall be graded or caused to be graded by Landlord or Tenant, as the case may be, 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 said party's sole cost and expense until buildings are reconstructed thereon.

9.6 Upon thirty (30) days prior written notice from Tenant, Landlord shall provide Tenant with a current as-built site plan of the Shopping Center certified to be accurate by Landlord.

**6. Easements:** The Lease provides that:

**10. Easements.**

10.1 Each party, as grantor, hereby grants to the other party, its respective tenants, contractors, employees, agents, customers, licensees and invitees, and the customers, contractors, employees, agents, licensees and invitees of such tenants, for the benefit of each Parcel belonging to the other party, as grantee, 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 10.1 shall apply to the Common Area for each Parcel as such area shall be increased pursuant to Section 9.2.

10.2 (A) Each party, as grantor, hereby grants to the other party, for the benefit of each Parcel belonging to the other party, as grantee, 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, electrical conduits or systems, gas mains and other public or private utilities. 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 temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of any buildings or 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 easement facilities to the other party within thirty (30) days after the date of completion of construction of same.

(B) At any time and from time to time either party 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 party, provided that any such relocation (i) shall be performed only after sixty (60) days notice of the party's intention to undertake the relocation shall have been given to the other party provided such other party is served by the utility line or facility, (ii) shall not unreasonably interfere with or diminish utility service to the other Parcels 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 other party, and (v) shall provide for the original and relocated area to be restored to the original specifications. The party performing such relocation shall provide as-built plans for all such relocated utility lines and facilities to the other party within thirty (30) days after the date of completion of such relocation.

(C) Each party agrees to execute such additional easements as are reasonably required by any public or private utility for the purpose of providing the utilities described herein provided such easements are not otherwise inconsistent with the provisions of this Lease.

10.3 Each party, as grantor, hereby grants to the other party, for the benefit of each Parcel belonging to the other party, as grantee, 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 11.3 and all utility lines and facilities appurtenant thereto. Except where otherwise specifically stated herein to the contrary, the grantee 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 other party within thirty (30) days after the date of completion of construction of same.

10.4 Each party, as grantor, hereby grants to the other party, for the benefit of each Parcel belonging to the other party, as grantee, an easement for any portion of any building or 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.

7. **Operation of Common Area:** The Lease provides that:

11. **Operation of Common Area.**

11.1 There shall be no charge for parking in the Common Area without the prior written consent of Landlord and Tenant or unless otherwise required by law.

11.2 Anything in this Lease 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 with the prior written consent of Landlord and Tenant. 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 park within two hundred (200) feet of the front of Tenant's Building. The authority herein granted shall be exercised in such manner as not to discriminate against any owner or occupant of the Shopping Center.

11.3 (A) Subject to governmental approval, a free-standing sign shall be erected at each of the two (2) locations designated "Center Pylon Sign" on Exhibit "A." Such signs shall display the designation of Tenant (or other occupant of the Leased Premises) and, provided the amount of signage otherwise permitted by governmental authority to Tenant (or other occupant of the Leased Premises) is not adversely affected thereby, designations for not more than three (3) other businesses in the Shopping Center. The order of display on the Center Pylon Signs shall be from top to bottom as follows: the Shopping Center name, Ernst, Albertson's, and Pay 'N Save. The order of display may be changed with the consent of all displaying parties. Any such business, in order to display its designation on the Center Pylon Signs, must occupy not less than 12,000 square feet of ground floor area. The cost of constructing and installing the Center Pylon Sign structures shall be paid initially by Landlord, provided that such costs shall be amortized over a period of five (5) years following completion of construction, and such costs as amortized shall be

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reimbursed (one-fifth each year) to Landlord as Common Area expenses in the pro rata shares and as otherwise provided in Article 12 (Common Area Maintenance). Each person displaying a designation on the Center Pylon Signs shall supply and maintain its own sign fascia and can. The design of the Center Pylon Sign structures shall be subject to the approval of Landlord and Tenant, as shall be the size, design and location of the sign fascia used; provided, however, that Tenant and other persons occupying not less than 12,000 square feet of ground floor area may use such standard fascia as they from time to time use generally in carrying on their businesses. Tenant (or other occupant of the Leased Premises) shall have the third designation on the Center Pylon Sign. Landlord shall have the right to substitute a Shopping Center designation for any one of its business designations.

(B) There shall be no other signs, except directional signs, Tenant identification service entrance signs (subject to design approved by Landlord and Tenant), and signs on buildings, in the Shopping Center. All exterior building signs (except Tenant's exterior building signs) shall be restricted to identification of the business or service 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.

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11.4 Landlord and Tenant shall each have the right to take such steps as it deems necessary to prevent those persons not authorized by this Lease to use the Common Area from using the Common Area for ingress, egress and parking. 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.

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11.5 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 Tenant (or other occupant of the Leased Premises) shall be permitted from the parking lot located on the Leased Premises 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 shall be limited to not more than twenty (20) parking spaces located as designated on Exhibit A, (iii) all booths, stands, displays and other structures erected in connection with such sales shall be promptly removed by Tenant (or other occupant of the Leased Premises) 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

Tenant (or other occupant of the Leased Premises), 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.

**12. Common Area Maintenance.**

12.1 Commencing on the date Tenant first opens Tenant's Building for business, Landlord shall maintain or cause to be maintained the Common Area at all times in good and clean condition and repair, said maintenance to include, without limitation, the following:

(A) Maintaining, repairing and resurfacing, when necessary, all paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability; and restriping, when necessary;

(B) Removing all snow, papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(C) Maintaining, repairing and replacing, when necessary, all traffic directional signs, markers and lines;

(D) Operating, maintaining, repairing and replacing, when necessary, such artificial lighting facilities as shall be reasonably required (except for the "After Hours Lighting" described in Section 12.4);

(E) Maintaining all landscaped areas (including, without limitation, those on the perimeter of the Shopping Center); maintaining, repairing and replacing, when necessary, automatic sprinkler systems and water lines; and replacing shrubs and other landscaping as is necessary;

(F) Maintaining, repairing and replacing, when necessary, all Common Area walls (including, without limitation, all fences, walls or barricades constructed pursuant to Section 11.4);

(G) Maintaining, repairing and replacing, when necessary, all storm drains, sewers and other utility lines and facilities not dedicated to the public or conveyed to any public or private utility which are necessary for the operation of the buildings and improvements located in the Shopping Center (with the cost of all such items being allocated between the owners of all buildings and improvements serviced or to be serviced by said facilities on the basis of their respective Building Areas);

(H) Keeping the Center Pylon Signs lighted from dusk to dawn or during such other times mutually agreed in writing by the businesses designated thereon;

(I) Maintaining, repairing and replacing, when necessary, the Center Pylon Sign pylon structures shown on Exhibit "A" (except for the sign fascia and cans which shall be supplied and maintained by the businesses designated thereon). Notwithstanding the other provisions of this Article 12, the cost of maintaining, repairing and replacing the Center Pylon Sign pylon structures shall be paid by all parties displaying their store designation thereon in the proportion that the total square footage of each party's designation or designations bears to the total square footage of all designations entitled to be displayed thereon (with Landlord responsible for the Shopping Center designation); and

- (J) Performing itself or contracting with a third party or parties to perform any of the services described herein; provided, however, that Landlord shall remain responsible and liable for the performance of all of said services in accordance with the terms of this Article 12 and for the performance of any such third party or parties under any such contract or contracts.

12.2 In addition to the foregoing, Landlord shall provide and maintain comprehensive general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) insuring the Landlord against claims for personal injury, bodily injury or death, and property damage or destruction, occurring in, on or about the Common Area. Such insurance shall be written with an insurer licensed to do business in the state in which the Shopping Center is located and Tenant and all persons who now or hereafter own or hold portions of the Shopping Center or building space within the Shopping Center or any leasehold estate or other interest therein as their respective interests may appear shall be named on the policy as additional insureds. The limits of liability of all such insurance shall be not less than \$2,000,000 for personal injury or bodily injury or death of any one person, \$2,000,000 for personal injury or bodily injury or death of more than one person in one occurrence and \$500,000 with respect to damage to or destruction of property; or, in lieu of such coverage, a combined single limit (covering personal injury, bodily injury or death and property damage or destruction) with a limit of not less than \$2,000,000 per occurrence. Landlord shall furnish Tenant with certificates evidencing such insurance. The policies of such insurance shall provide that the insurance represented by such certificates shall not be cancelled, materially changed or nonrenewed without the giving of thirty (30) days prior written notice to the holders of such insurance and the holders of such certificates.

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12.3 Anything in this Article 12 to the contrary notwithstanding, Landlord shall not be responsible for the maintenance or insurance of Tenant's Service Facilities or of any driveup or drive through customer service facilities located on the Leased Premises, which facilities shall be maintained by Tenant in good and clean condition and repair and in a quality and condition comparable to the quality and condition of the maintenance of the balance of the Common Area.

12.4 It is agreed that the artificial lighting for the Common Area shall remain on while a majority of the businesses in the Shopping Center are open for business. If artificial lighting for a time later than the foregoing ("After Hours Lighting") is needed by any person, then such artificial lights to service such person shall be separately metered or otherwise measured or reasonably estimated and all expenses thereof shall be paid by such person to the extent appropriate. Such person shall pay a reduced proportion of the expense of lighting the balance of the Common Area according to the extent to which such person is lighting the Common Area by separately metered lights.

12.5 At least sixty (60) days prior to the beginning of each calendar year, and at least thirty (30) days prior to the Rent Commencement Date, Landlord shall submit to Tenant an estimated budget ("Budget") for the projected Common Area costs (including the 10% service charge referred to in Section 12.8 herein) for operating and maintaining the Common Area for the ensuing calendar year (or, in the case of the partial calendar year following the Rent Commencement Date, that ensuing partial year). The Budget shall identify separate cost estimates for at least the categories specified in Section 12.1 and 12.2 or in such other detail as Tenant shall reasonably require from time to time.

In determining the Budget, Landlord shall, within sixty (60) days preceding the submittal of the proposed Budget to Tenant, submit any Common Area maintenance work for bid to at least three (3) bidders approved in writing by Tenant, which approval shall not be unreasonably withheld or delayed. The names of the bidders and their respective bids shall be furnished to Tenant together with the Budget and the contract shall be awarded to the low bidder unless Tenant shall agree otherwise.

If Tenant shall disapprove the Budget, it shall within thirty (30) days of receipt of the proposed budget from Landlord submit a written notice of such disapproval stating the reason therefor and requesting a rebid or reconsideration of the expenses to which it objects. Landlord shall employ best efforts to rebid in the manner set forth above or otherwise appropriately obtain alternate costs for such objected item and resubmit the Budget for approval to Tenant.

12.6 If a Budget is not approved by December 10 of any calendar year (except the partial year following the Commencement Date), Landlord shall proceed with its duties in accordance with the Budget for the previous year subject to adjustment when the current Budget is actually approved.

12.7 After the Budget is approved, Landlord shall contract with the approved low bidder for and pay for all of the Common Area costs and shall use its best efforts to operate and maintain the Common Area in accordance with the Budget. Notwithstanding the foregoing, Landlord shall have the right to make emergency repairs to the Common Area to prevent injury or damage to person or property or to prevent disruption in the use of the Common Area, it being understood that Landlord shall nevertheless advise Tenant of such emergency condition as soon as reasonably possible, including corrective measures taken and the cost thereof. If the cost of said emergency action exceeds \$2,000, then Landlord may submit a supplemental billing to Tenant together with evidence supporting such and Tenant shall pay its share thereof within thirty (30) days. If the emergency cost is less than \$2,000, then such costs shall be included as Common Area costs to be appropriately reimbursed or refunded at year end as provided in Section 12.11.

12.8 The Owners of all the Parcels shall cause Landlord to be reimbursed for all of its out-of-pocket expenses incurred in performing such services to the extent such expenses are provided for in the approved Budget, or incurred as emergency repairs as provided in Section 12.7 hereinabove, plus a maximum service charge of ten percent (10%) of said expenses to cover management and administration costs. Landlord shall not be entitled to reimbursement for any non-budgeted expense item (except emergency repairs as provided in Section 12.7 hereinabove) if the payment of such expense item would cause the total annual Budget for the current year to be exceeded by more than Two Thousand Dollars (\$2,000) unless the prior written approval (such approval not to be unreasonably withheld) of Tenant is obtained for such expenditure. The Common Area expenses shall not include any costs incurred by Landlord for the services of a manager or management company or for office overhead or compensation of its employees except to the extent included in the ten percent (10%) service charge.

12.9 Landlord agrees to perform its duties under this Lease on a nonprofit basis with an end to keeping such expenses at a reasonable minimum.


12.10 Within ten (10) days prior to the beginning of a calendar year, Landlord shall submit to the Owner of each Parcel (or its respective tenants or agents, as such Owner may direct) and to Tenant a statement indicating 1/12th of that Owner's and Tenant's pro rata share of all budgeted expenses to be incurred by Landlord in maintaining and insuring the Common Area as

provided above (including the ten percent [10%] service charge described in Section 12.8 above) with the first monthly payment being due on the first day of January. For the partial year in which the Rent Commencement Date occurs, Landlord shall submit to the Owner of each Parcel (or its respective tenants or agents, as such Owner may direct) and Tenant a statement indicating a fraction (equal to one over the number of full months remaining in that year) of that Owner's and Tenant's pro rata share of all budgeted expenses to be incurred by Landlord in maintaining and insuring the Common Area as provided above (including the ten percent [10%] service charge described in Section 12.8 above) with the first monthly payment being due on the first day of the first full month following the Rent Commencement Date. Tenant's pro rata share of the Common Area maintenance and insurance expenses shall be twenty-eight and 25/100 percent (28.25%); provided however, that (i) in the event the total floor area (excluding mezzanines and basements not used for the sale or display of merchandise) of all buildings in the Shopping Center is greater or lesser than 168,247 square feet, or (ii) in the event the total floor area of Tenant's Building (excluding mezzanines and basements not used for the sale or display of merchandise) is greater or lesser than 47,527 square feet, then, in either event, Tenant's pro rata share shall be increased or decreased accordingly (but in no event greater than thirty-five percent [35%], based upon the percentage derived from dividing Tenant's total floor area (less described exclusions) by the total floor area (less described exclusions) in the Shopping Center. Landlord waives any and all right to collect Tenant's pro rata share of any Common Area maintenance or insurance expense (including the ten percent [10%] service charge described in Section 12.8) for which a bill is not submitted to Tenant within ninety (90) days after the end of the calendar year in which said expense is incurred.

12.11 Within 45 days after the end of each calendar year, Landlord shall provide each Owner of a Parcel and Tenant with a statement certified by an officer or authorized representative of Landlord, together with supporting invoices or other reasonable detail or materials, setting forth the actual Common Area costs (including 10% service charge) paid by it during the previous year and indicating each Owner's share and Tenant's share of the aggregate thereof. If the amount paid by an Owner or Tenant for such calendar year shall have exceeded its share, Landlord shall refund the excess to such Owner and/or Tenant at the time the certified statement is delivered, or if the amount paid by Owner or Tenant for such calendar year is less than its share, such Owner and/or Tenant shall pay the balance of its share to Landlord within thirty (30) days after receipt of such certified statement.

12.12 Tenant may, upon not less than ten (10) days prior written notice to Landlord, inspect Landlord's records for all Common Area maintenance and insurance expenses incurred during the preceding calendar year at Landlord's General Offices or at such other location reasonably designated by Landlord at any time

UNOFFICIAL



during reasonable business hours within one (1) year after the end of said calendar year. If said inspection reveals an overpayment of Common Area maintenance and insurance expenses (including the ten percent [10%] service charge described in Section 12.8 above), Landlord shall reimburse the Owner of each Parcel (or its respective tenants or agents, as it may direct) and/or Tenant its proportionate share of any such overpayment within thirty (30) days after receipt of notice of determination, and of the amount, of such overpayment. If said inspection reveals an underpayment of Common Area maintenance and insurance expenses (including the ten percent [10%] service charge described in Section 12.8 ), the Owner of each Parcel and Tenant shall reimburse Landlord its proportionate share of any such underpayment within thirty (30) days after receipt of proper billing in accordance with Section 12.10. If said inspection reveals that Landlord misstated Common Area maintenance and insurance expenses by more than five percent (5%), Landlord shall reimburse the person making such inspection for all costs reasonably incurred in making such inspection within thirty (30) days after receipt of notice of determination, and of the amount, of any such misstatement. Landlord's expenses for any calendar year shall be deemed correct if Tenant does not give Landlord written notice of any such overpayment or underpayment within the one (1) year period provided.

**8. Shopping Center Use Restrictions: The Lease provides that:**

**16. Shopping Center Use Restrictions.**

UNOFFICIAL

16.1 No part of the Shopping Center other than the Leased Premises 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); as a bakery or delicatessen; or for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption. No part of the Shopping Center other than the Pay 'N Save space (as shown on Exhibit A attached hereto) shall be used for the sale or offer for sale of any ethical pharmaceutical products requiring the services of a registered pharmacist ("Pharmaceuticals"), provided however, that in the event Pay 'N Save ceases to use a portion of its premises for the sale or offer for sale of Pharmaceuticals for a continuous period of twelve (12) months, then, in such event, Tenant (or Tenant's successor in interest) shall be allowed to use a portion of the Leased Premises for the sale or offer for sale of Pharmaceuticals.

16.2 No part of the Shopping Center shall be used as a bar, tavern, cocktail lounge, adult book or adult video store, automotive maintenance or repair facility, warehouse, car wash, entertainment or recreational facility; 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. For the purpose of this Section 16.2, 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 ten [10] electronic games). No part of the Shopping Center except shop space C and D, so long as access to said space is restricted to the south side of the Shopping Center, shall be used as a training or educational facility. The phrase "training or educational facility" shall include, without limitation, a beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees as opposed to customers.

16.3 No part of Parcel 1, 3 or 4 within two hundred (200) feet of Tenant's Building shall be used as a restaurant or as a medical, dental, professional or business office, except shop space C and D, so long as access to such space is restricted to the south side of the Shopping Center. The total floor area of all restaurants and medical, dental, professional and business offices located on Parcels 4 and 5 shall not exceed 3,500 square feet.

16.4 No restaurant, bank or other facility featuring vehicular driveup or drive through customer service shall be located in the Shopping Center unless Tenant has first given its written consent, which shall not be unreasonably withheld, to the location, parking and drive lanes of such facility.

16.5 There shall be no open or enclosed malls in the Shopping Center unless Tenant has first given its written consent, which shall not be unreasonably withheld, to the location of the entrance to such mall.

**9. General Provisions: The Lease provides that:**

**31. General Provisions.**

31.1 All of the provisions contained in this Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

31.2 Each easement, covenant and restriction on a Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and each part thereof, shall run with the land and shall be binding upon the parties, their heirs, personal representatives, successors and assigns, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise.

31.3 In the event of any violation or threatened violation by any person of any of the easements, covenants or restrictions contained in this Lease, Landlord and Tenant shall each 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 Lease.

31.4 If any term, covenant, condition or agreement of this Lease or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant, condition or agreement to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant, condition or agreement of this Lease shall be valid and shall be enforced to the extent permitted by law.

31.5 The captions and headings in this Lease 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.

31.6 This Lease 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 Lease shall be construed as a whole and not strictly for or against any party.

31.7 In construing the provisions of this Lease 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.

31.8 In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

31.9 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 Lease shall be strictly limited to and for the purposes herein expressed.

31.10 The provisions of this Lease 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.

31.11 This Lease 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 unless otherwise expressly provided herein.

10. **Lease Incorporated:** All capitalized terms used in this Memorandum of Shopping Center Lease and not defined herein shall have the meaning set forth in the Lease. All the terms, conditions and covenants of the Lease, which may

be inspected at the offices of Landlord at 202-A East College Way, Mount Vernon, Washington 98273 or the offices of the Tenant at 250 Parkcenter Blvd., P.O. Box 20, Boise, Idaho 83726, are incorporated herein by this reference.

11. **Counterparts:** This Memorandum of Shopping Center Lease may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument and shall be effective upon execution of one or more of such counterparts by each of the parties hereto.

EXECUTED as of the day first above written.

**LANDLORD:**  
Skagit Mall 90 Associates  
a Washington general partnership

BY: 

BY: 

**TENANT:**  
Albertson's, Inc.  
a Delaware corporation

BY: 

William H. Arnold,  
Vice President, Real Estate Law

STATE OF IDAHO )  
 ) ss.  
County of Ada )

On this 10<sup>th</sup> day of July 1992, before me, Tammy R Justice, a Notary Public in and for said State, personally appeared William H. Arnold, known or identified to me to be the Vice President, Real Estate Law, of Albertson's, Inc., the corporation that executed the within instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Tammy R Justice  
Notary Public for Idaho  
Residing at Boise, Idaho  
My commission expires 11-24-92

STATE OF WASHINGTON )  
 ) ss.  
County of Skagit )

On this 18<sup>th</sup> day of Sept, 1992, before me, Linda L. McDaniel, a Notary Public in and for said state, personally appeared R. KIRK WILSON and A. STEVENSON HITE, partners of Skagit Mall 90 Associates, a Washington general partnership, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Linda L. McDaniel  
Notary Public for ~~Idaho~~ Washington  
Residing at Bow, ~~Idaho~~ Washington  
My commission expires 11-1-92

9210020069

INTERSTATE HIGHWAY 5

PROPOSED RESTAURANT  
6,760 S.F.

EXISTING SHOPPING CENTER  
PYLON SIGN

COLLEGE WAY

EXISTING IMPROVED  
EGRESS EASEMENT

EXIST. SERVICE STATION

NOT-A-PART

PARCEL 6

PARCEL 5

PROPOSED ERNST HOME IMPROVEMENT  
46,500 S.F.

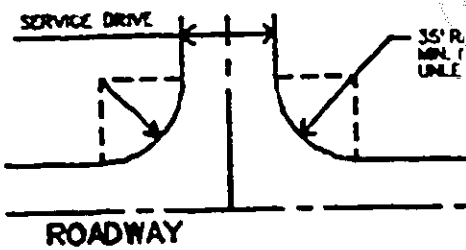
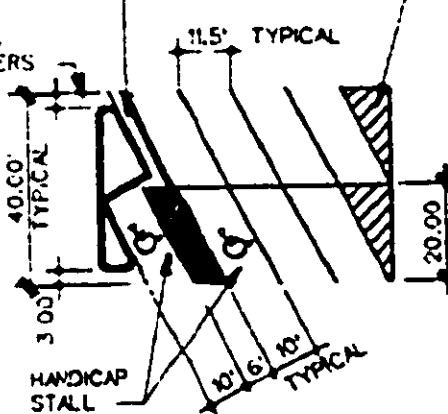
114.75'  
PROPOSED SHOPS "A"  
57,803 S.F.

114.75'  
PROPOSED SHOPS "D"  
13,234 S.F.

PR. SH. 14.

PR. SHO 10.6

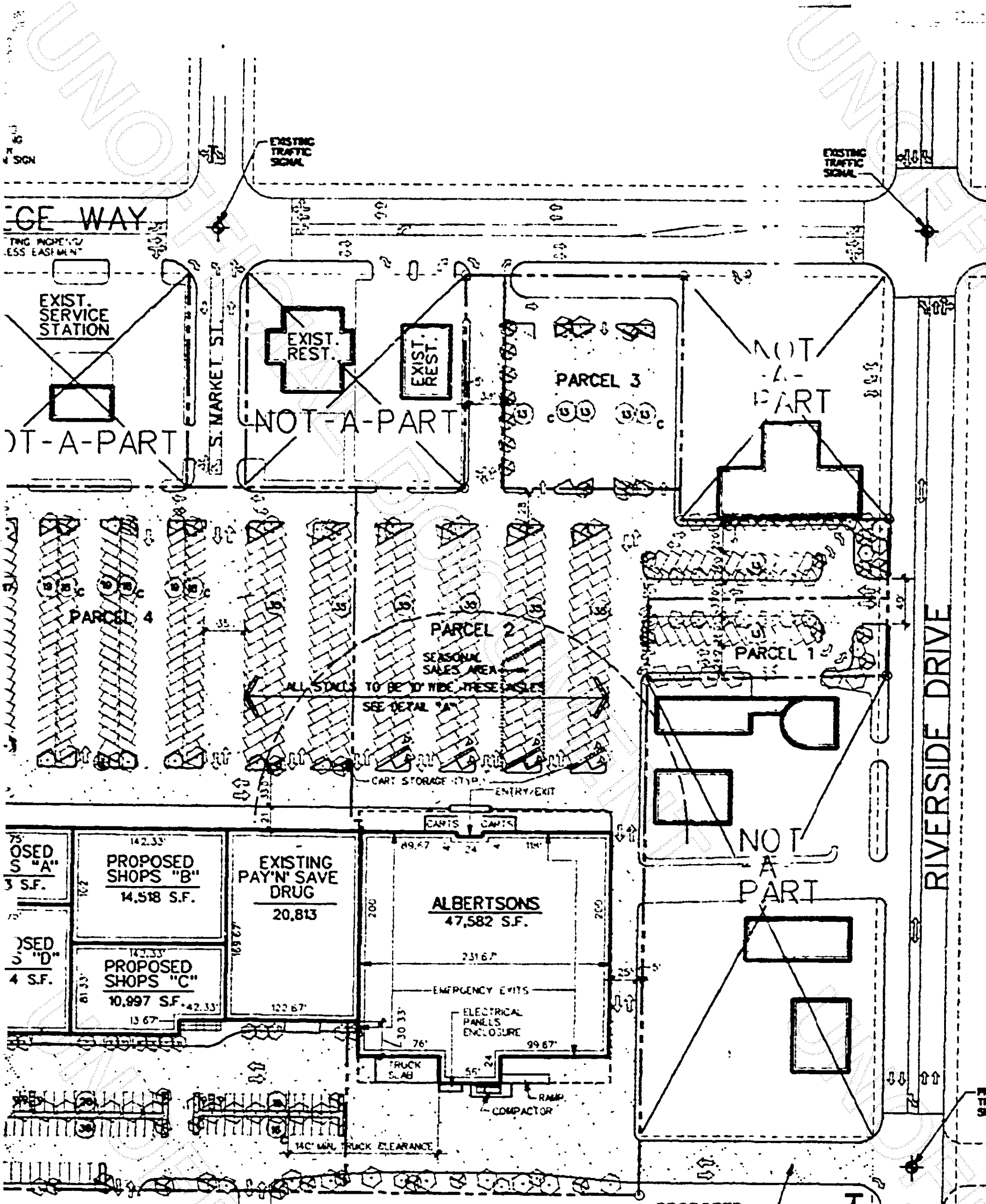
CART STORAGE AREA  
3.00' TYPICAL BOTH ENDS ALL PLANTERS  
HATCHED AREA INDICATES PAINTED STRIPES  
11.5' TYPICAL



9210020069

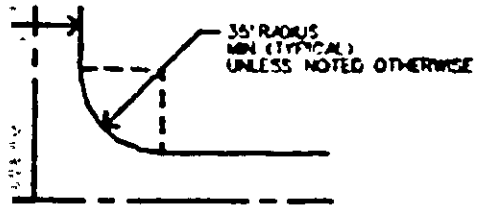
**A** PARKING DETAIL  
1"=50'-0" BK1121PG0496

**B** CURB CUT DETAIL  
1"=100'-0"



## EXHIBIT "A" SITE PLAN

TOTAL GROSS BUILDING AREA	168,207 S.F.
TOTAL CARPARKS REQUIRED	875
TOTAL CARPARKS PROVIDED	888 (+13)
TOTAL CARPARKS W/IN 200' RAD.	102
TOTAL SITE AREA	732,029 S.F. (18.81 ac.)



CUT DETAIL  
9210020069

BK 112 | PG 0497

9210

EXISTING TRAFFIC SIGNAL

RIVERSIDE DRIVE

PROPOSED TRAFFIC SIGNAL

### GENERAL NOTES

DRAWN WITH OUT BENEFIT OF SURVEY  
NO TRUCK WELLS. NATURAL DOCK ONLY



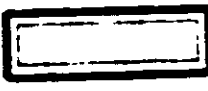
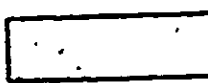
PARKING REQUIREMENTS:  
RETAIL - 1/200 S.F.  
RESTAURANT - 1/100 S.F.

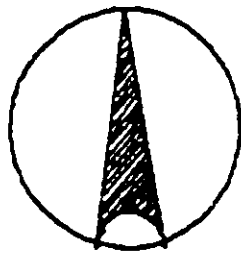
BUILDING SETBACK REQUIREMENTS:  
FRONT - UNKNOWN  
REAR - UNKNOWN  
SIDE - UNKNOWN

LANDSCAPE REQUIREMENTS:  
UNKNOWN

ZONING REQUIREMENTS:  
EXISTING - COMMERCIAL (EXIST. MALL)  
REQUIRED - SAME

### LEGEND

- PROPERTY LINE / PARCEL LINE 
- EXPANSION LIMIT LINE 
- BUILDING AREA 
- HEAVY DUTY ASPHALT 



NORTH  
SCALE: 1"=100'-0"

9210020069

APPROVED BY:	DATE:
CHAIRMAN	SIGNED 3-30-92
PRESIDENT	SIGNED 3-30-92
EXEC. V.P.-S.P.	SIGNED 3-30-92
SR. V.P.-CONSTR.	
SR. V.P.-REG.	SIGNED 3-30-92

BK | 1 | Z1760490

M.R.  
D.W.

REVISIONS	
3-30-92	R.A.C. CHANGED TO EXHIBIT "A"
4-3-92	R.A.C. REV Pylon SIGN LOCATIONS AND (TRNGT/PAY N SAME PLACES)
4-8-92	R.A.C. ADD SEASONAL SALES AREA

ALBERTSONS NO. 4-P  
S.W.C. COLLEGE WAY & RIVERSIDE DRIVE  
MT. VERNON, WA

250 PARK CENTER BLVD BANGOR, IDAHO 83720



DRAWN R.A.C. CHECKED R.W.  
DATE 3-26-92

SHEET TITLE  
EXHIBIT "A"  
SITE PLAN

SHEET  
1  
OF 1  
4pm1ver.dgn

SCHEDULE I

**LEGAL DESCRIPTION PARCEL 1**

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION EIGHTEEN (18), TOWNSHIP THIRTY-FOUR (34) NORTH, RANGE FOUR (4) EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;  
THENCE SOUTH 00°40'30" WEST ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 40.00 FEET TO THE SOUTH LINE OF COLLEGE WAY EXTENDED EAST;

THENCE WEST ALONG SAID SOUTH LINE OF COLLEGE WAY A DISTANCE OF 226.00 FEET;

THENCE SOUTH 00°40'30" WEST PARALLEL TO THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 190.01 FEET;

THENCE CONTINUE SOUTH 00°40'30" WEST A DISTANCE OF 28.13 FEET;

THENCE NORTH 89°31'29" EAST A DISTANCE OF 195.98 FEET TO THE WEST MARGIN OF RIVERSIDE DRIVE;

THENCE SOUTH 00°40'30" WEST ALONG SAID ROAD MARGIN A DISTANCE OF 70.01 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00°40'30" WEST ALONG SAID ROAD MARGIN A DISTANCE OF 69.03 FEET;

THENCE SOUTH 88°43'58" WEST PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF OF SAID SUBDIVISION A DISTANCE OF 224.07 FEET;

THENCE NORTH 00°40'30" EAST PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 72.12 FEET;

THENCE NORTH 89°31'29" EAST A DISTANCE OF 223.96 FEET TO THE POINT OF BEGINNING;

SUBJECT TO AND TOGETHER WITH ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD OR WHICH ATTACH THERETO BY OPERATION OF LAW.

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BK 112 | PG 0499



**LEGAL DESCRIPTION PARCEL 2**

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION EIGHTEEN (18), TOWNSHIP THIRTY-FOUR (34) NORTH, RANGE FOUR (4) EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;  
THENCE SOUTH 00°40'30" WEST ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 40.00 FEET TO THE SOUTH LINE OF COLLEGE WAY EXTENDED EAST;  
THENCE WEST ALONG SAID SOUTH LINE OF COLLEGE WAY A DISTANCE OF 226.00 FEET;  
THENCE SOUTH 00°40'30" WEST PARALLEL TO THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 190.01 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 00°40'30" WEST A DISTANCE OF 28.13 FEET;  
THENCE NORTH 89°31'29" EAST A DISTANCE OF 195.98 FEET TO THE WEST MARGIN OF RIVERSIDE DRIVE;  
THENCE SOUTH 00°40'30" WEST ALONG SAID ROAD MARGIN A DISTANCE OF 70.01 FEET;  
THENCE SOUTH 89°31'29" WEST A DISTANCE OF 223.96 FEET;  
THENCE SOUTH 00°40'30" WEST PARALLEL WITH THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 532.16 FEET;  
THENCE NORTH 89°34'55" WEST A DISTANCE OF 272.25 FEET;  
THENCE NORTH 00°47'19" EAST A DISTANCE OF 152.94 FEET TO A BUILDING WALL;  
THENCE SOUTH 89°34'55" EAST ALONG SAID BUILDING WALL A DISTANCE OF 10.00 FEET TO A BUILDING PARTY WALL;  
THENCE NORTH 00°47'19" EAST ALONG SAID BUILDING PARTY WALL A DISTANCE OF 179.67 FEET;  
THENCE NORTH 89°34'55" WEST A DISTANCE OF 10.00 FEET;  
THENCE NORTH 00°47'19" EAST A DISTANCE OF 295.90 FEET;  
THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 99.70;  
THENCE NORTH 00°25'05" EAST A DISTANCE OF 190.00 FEET TO SAID SOUTH LINE OF COLLEGE WAY;  
THENCE EAST ALONG SAID SOUTH LINE OF COLLEGE WAY A DISTANCE OF 35.00 FEET;  
THENCE SOUTH 00°25'05" WEST A DISTANCE OF 190.00 FEET;  
THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 164.30 FEET TO THE POINT OF BEGINNING;

SUBJECT TO AND TOGETHER WITH ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD OR WHICH ATTACH THERETO BY OPERATION OF LAW.

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BK 112 | PG 0500

**LEGAL DESCRIPTION PARCEL 3**

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION EIGHTEEN (18), TOWNSHIP THIRTY-FOUR (34) NORTH, RANGE FOUR (4) EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;  
THENCE SOUTH 00°40'30" WEST ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 40.00 FEET TO THE SOUTH LINE OF COLLEGE WAY EXTENDED EAST;

THENCE WEST ALONG SAID SOUTH LINE OF COLLEGE WAY A DISTANCE OF 226.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°40'30" WEST PARALLEL TO THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 190.01 FEET;

THENCE WEST PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 164.30 FEET;

THENCE NORTH 06°25'05" EAST A DISTANCE OF 190.00 FEET TO SAID SOUTH LINE OF COLLEGE WAY;

THENCE EAST ALONG SAID SOUTH LINE OF COLLEGE WAY A DISTANCE OF 165.15 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD OR WHICH ATTACH THERETO BY OPERATION OF LAW.

**9210020069**

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**LEGAL DESCRIPTION PARCEL 4**

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION EIGHTEEN (18), TOWNSHIP THIRTY-FOUR (34) NORTH, RANGE FOUR (4) EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;  
THENCE SOUTH 00°40'30" WEST ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 40.00 FEET TO THE SOUTH LINE OF COLLEGE WAY EXTENDED EAST;  
THENCE WEST ALONG SAID SOUTH LINE OF COLLEGE WAY A DISTANCE OF 226.00 FEET;  
THENCE SOUTH 00°40'30" WEST PARALLEL TO THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 190.01 FEET;  
THENCE WEST PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 299.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE WEST PARALLEL TO THE NORTH THE OF SAID SUBDIVISION A DISTANCE OF 357.58 FEET;  
THENCE SOUTH 00°25'05" WEST A DISTANCE OF 300.75 FEET;  
THENCE NORTH 89°34'55" WEST A DISTANCE OF 15.26 FEET TO A BUILDING PARTY WALL;  
THENCE SOUTH 00°25'05" WEST ALONG SAID BUILDING PARTY WALL A DISTANCE OF 322.67 FEET;  
THENCE SOUTH 89°34'55" EAST A DISTANCE OF 368.77 FEET;  
THENCE NORTH 00°47'19" EAST A DISTANCE OF 152.94 FEET TO A BUILDING WALL;  
THENCE SOUTH 89°34'55" EAST ALONG SAID BUILDING WALL A DISTANCE OF 10.00 FEET TO A BUILDING PARTY WALL;  
THENCE NORTH 00°47'19" EAST ALONG SAID BUILDING PARTY WALL A DISTANCE OF 179.67 FEET;  
THENCE NORTH 89°34'55" WEST A DISTANCE OF 10.00 FEET;  
THENCE NORTH 00°47'19" EAST A DISTANCE OF 295.90 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD OR WHICH ATTACH THERETO BY OPERATION OF LAW.

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BK 1121 PG 0502

**LEGAL DESCRIPTION PARCEL 5**

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION EIGHTEEN (18), TOWNSHIP THIRTY-FOUR (34) NORTH, RANGE FOUR (4) EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;  
THENCE SOUTH 00°40'30" WEST ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 40.00 FEET TO THE SOUTH LINE OF COLLEGE WAY EXTENDED EAST;  
THENCE WEST ALONG SAID SOUTH LINE OF COLLEGE WAY A DISTANCE OF 226.00 FEET;  
THENCE SOUTH 00°40'30" WEST PARALLEL TO THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 190.01 FEET;  
THENCE WEST PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 656.58 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00°25'05" WEST A DISTANCE OF 300.75 FEET;  
THENCE NORTH 89°34'55" WEST A DISTANCE OF 15.26 FEET TO A BUILDING PARTY WALL;  
THENCE SOUTH 00°25'05" WEST ALONG SAID BUILDING PARTY WALL A DISTANCE OF 322.67 FEET;  
THENCE NORTH 89°34'55" WEST A DISTANCE OF 384.89 FEET TO A POINT ON THE PROPOSED EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 5 AS DETAILED ON EXISTING STATE HIGHWAY PLANS;  
THENCE NORTH 07°17'45" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 38.68 FEET;  
THENCE NORTH 11°28'51" EAST ALONG SAID EAST RIGHT-OF-WAY LINE A DISTANCE OF 509.90 FEET;  
THENCE NORTH 00°10'15" EAST A DISTANCE OF 84.95 FEET;  
THENCE EAST PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION, A DISTANCE OF 298.05 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AND TOGETHER WITH ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD OR WHICH ATTACH THERETO BY OPERATION OF LAW.

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**LEGAL DESCRIPTION PARCEL 6**

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION EIGHTEEN (18), TOWNSHIP THIRTY-FOUR (34) NORTH, RANGE FOUR (4) EAST OF THE WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;  
THENCE SOUTH 00°40'30" WEST ALONG THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 40.00 FEET TO THE SOUTH LINE OF COLLEGE WAY EXTENDED EAST;

THENCE WEST ALONG SAID SOUTH LINE OF COLLEGE WAY A DISTANCE OF 226.00 FEET;

THENCE SOUTH 00°40'30" WEST PARALLEL TO THE EAST LINE OF SAID SUBDIVISION A DISTANCE OF 190.01 FEET;

THENCE WEST PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 665.60 FEET TO THE POINT OF BEGINNING;

THENCE WEST PARALLEL TO THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 289.03 FEET TO A POINT ON THE PROPOSED EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 5 AS DETAILED ON EXISTING STATE HIGHWAY PLANS:

THENCE NORTH 00°10'15" EAST A DISTANCE OF 115.05 FEET;

THENCE NORTH 30°39'01" EAST A DISTANCE OF 87.12 FEET TO SAID SOUTH LINE OF COLLEGE WAY;

THENCE EAST ALONG SAID SOUTH LINE OF COLLEGE WAY A DISTANCE OF 245.66 FEET;

THENCE SOUTH 00°25'05" WEST A DISTANCE OF 190.00 FEET TO THE POINT OF BEGINNING;

SUBJECT TO AND TOGETHER WITH ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND COVENANTS OF RECORD OR WHICH ATTACH THERETO BY OPERATION OF LAW.

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