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COMMON AREA MAINTENANCE AGREEMENT

THIS AGREEMENT, made this 29<sup>th</sup> day of December,  
1973, by and between:

DESIN DEVELOPMENT CO., a general  
partnership, hereinafter referred  
to as "Developer",

SAV-ON-REALTY, INC., a California  
corporation, hereinafter referred  
to as "Sav-On",

and

ALBERTSON'S, INC., a Delaware  
corporation, hereinafter referred  
to as "Albertson's";

R E C I T A L S:

A. Sav-On is or will be the owner of that certain  
real property hereinafter referred to as "Parcel 1", which  
property is described on Exhibit "A" attached hereto and  
incorporated herein.

B. Developer is or will be the owner of that  
certain real property hereinafter referred to as "Parcel 2"  
on Exhibit "A".

C. Albertson's is or will be the owner of that  
certain real property hereinafter referred to as "Parcel 3"  
on Exhibit "A".

D. Parcels 1, 2 and 3 as shown on Exhibit "A",  
attached hereto and incorporated herein, are hereinafter  
collectively referred to as the "Shopping Center".

E. By virtue of that certain document entitled "Declaration of Covenants and Encumbrances" dated of even date herewith (hereinafter called the "Declaration"), the parties hereto have imposed certain covenants, conditions and restrictions upon their respective parcels within the Shopping Center and have executed reciprocal easements each in favor of the other covering those portions of the said Shopping Center which are designated on Exhibit "A" as "common area".

F. The parties hereto desire to provide for the common operation, cleaning and maintenance of said "common area" as hereinafter provided.

A G R E E M E N T S:

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. Following completion of improvements and the opening of said common area for public use and thereafter, Developer shall become the Maintenance Director and shall, except as hereinafter provided, maintain the said common area at all times in good and clean condition and repair, said maintenance to include, but not be limited to the following:

(a) Maintaining the asphalt 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 in quality, use and durability;

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

(c) Placing, keeping in repair, and replacing any necessary appropriate directional signs, markers and lines;

(d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required (except for the "special" artificial lighting mentioned in Paragraph 2 below);

(e) Maintaining and repairing any and all common storm drains, utility lines, sewers and other services which are necessary for the operation of the buildings and improvements within the Shopping Center;

(f) Maintaining landscaping and boundary walls.

In addition to the foregoing, Developer shall provide general public liability insurance insuring Developer, Sav-On and Albertson's, 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 (provided that Developer is notified in writing of such interest) against claims for personal injury, death or property damage occurring in, upon or about said "common area". Such insurance shall be written with an insurer licensed to do business in the State of California, and

Developer, Albertson's and Sav-On shall be named on the policy as additional insureds. The limits of liability of all such insurance shall be not less than \$1,000,000 for injury to or death of any one person, \$3,000,000 for injury to or death of more than one person in one occurrence and \$100,000 with respect to damage to property. Developer shall furnish Sav-On and Albertson's with certificates evidencing such insurance. The policies of such insurance shall provide that the insurance represented by such certificates shall not be changed or canceled without the giving of ten (10) days written notice to the holders of such insurance and the holders of such certificates.

2. It is agreed that the artificial lighting for the "common area" shall remain on until thirty (30) minutes after Sav-On and Albertson's have closed their respective businesses to the public. It is further agreed if "special" artificial lighting for a time or hour later than the foregoing is needed by any of the parties hereto, or by owners or tenants of the <sup>"Shopping Center"</sup> ~~"common-area"~~ other than the parties hereto, then the artificial lights to service such owners or tenants shall be separately metered and all expenses thereof shall be paid by such owners or tenants.

3. Each party hereto and its respective successors and assigns shall pay direct to the tax collector when due, the real property taxes and other special taxes and assessments assessed against the property owned by said party, including the portion of the "common area" owned by said party.

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Notwithstanding anything hereinabove to the contrary Sav-On shall only be liable for its prorata share of lighting expenses up to 1/2 hour after the close of its business each day.

Notwithstanding anything hereinabove to the contrary Albertson's shall only be liable for its prorata share of lighting expenses up to 1/2 hour after the close of its business each day.

*M. J. P.*

per cent (5%) of said expenses to cover administration costs. The Maintenance Director agrees to operate on a nonprofit basis with an end to keeping such expenses at a reasonable minimum.

6. The parties of the Shopping Center (or their respective delegates, tenants, or agents, as they may direct) shall be billed monthly by detailed itemized statements for their pro rata share of all expenses incurred by the Maintenance Director in maintaining said "common area" as provided above including the five per cent (5%) administration cost in Paragraph 5 above, with the first billing date being the last day of the first full calendar month following the date the said "common area" is open for use to the general public. The proportionate share of the total "common area" expenses to be borne by each of the parties hereto for any year shall be as follows:

Albertson's	29.80%
Developer	42.21%
Sav-On	27.99

7. Anything to the contrary notwithstanding, if any party hereto sells all or part of the Shopping Center real property owned by it, other than to perfect a sale and leaseback of such property, then after the date of sale, or upon the termination of such leaseback, such party or lessee shall have no further obligation under this agreement with respect to such real property sold as aforesaid; provided, however, the provision hereof shall bind successors in interest in the manner set forth in Paragraph 8 below.

per cent (5%) of said expenses to cover administration costs. The Maintenance Director agrees to operate on a nonprofit basis with an end to keeping such expenses at a reasonable minimum.

6. The parties of the Shopping Center (or their respective delegates, tenants, or agents, as they may direct) shall be billed monthly by detailed itemized statements for their pro rata share of all expenses incurred by the Maintenance Director in maintaining said "common area" as provided above including the five per cent (5%) administration cost in Paragraph 5 above, with the first billing date being the last day of the first full calendar month following the date the said "common area" is open for use to the general public. The proportionate share of the total "common area" expenses to be borne by each of the parties hereto for any year shall be as follows:

Albertson's	29.80%
Developer	42.21%
Sav-On	27.99

7. Anything to the contrary notwithstanding, if any party hereto sells all or part of the Shopping Center real property owned by it, other than to perfect a sale and leaseback of such property, then after the date of sale, or upon the termination of such leaseback, such party or lessee shall have no further obligation under this agreement with respect to such real property sold as aforesaid; provided, however, the provision hereof shall bind successors in interest in the manner set forth in Paragraph 8 below.

(b) In addition to the foregoing, if any party defaults under this Agreement, any other party may institute legal action against the defaulting party for specific performance, declaratory relief, damages, or other suitable legal remedy. In addition to recovery of the sum or sums so expended on behalf of the defaulting party, the prevailing party shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party in any such action.

9. The lien provided for in Paragraph 8 above may be filed for record by the curing party as a claim of lien against the defaulting party or parties in the Office of the County Recorder of Santa Clara County, California, signed and verified, which shall contain at least:

- (i) A statement of the unpaid amount of costs and expenses;
- (ii) A description sufficient for identification of that portion of the property of the defaulting party which is the subject of the lien; and
- (iii) The name of the owner or reputed owner of the property which is the subject of the alleged lien.

Such lien, when so established against the real property described in said lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing such lien. Such lien shall be for the use and benefit of the person curing the default of the defaulting

party or parties, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

10. In the event there should at any time cease to be a Maintenance Director as provided herein, each owner in the Shopping Center shall be responsible for the maintenance of its own parcel according to the standards herein enumerated, as well as the provision for insurance as to its parcel.

11. This agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding any of the provisions of this agreement, a breach of any of the conditions and/or covenants under the provisions herein shall not defeat or affect or render invalid the lien of any mortgage or deed of trust made in good faith and for value but such conditions and/or covenants shall be binding and effective against any owners of any of said parcels of the Shopping Center or any portion thereof whose title thereto is acquired by foreclosure, trustee's sale or otherwise.

Each condition and/or covenant respecting any one parcel in the Shopping Center shall be appurtenant to and for the benefit of the other parcels in the Shopping Center and each part thereof. Each condition and/or covenant respecting any one parcel shall be a burden thereon for the benefit of the other parcels and each part thereof, and shall run with the land.

IN WITNESS WHEREOF, the parties hereto have executed



this agreement the day and year first above written.

DESIN DEVELOPMENT CO.,  
A General Partnership

By *John C. Czaja*  
John C. Czaja, General Partner

SAV-ON-REALTY, INC.,  
A California Corporation

By *Paul D. Brown*  
President

By *Wayne Hill*  
Secretary-Treasurer

ALBERTSON'S, INC.,  
A Delaware Corporation

By *Paul W. M... ..*  
Senior Vice President

By *Mississ... ..*  
Secretary



COMMON AREA CONSTRUCTION  
 DESIGN SHOPPING CENTER  
 COORDINATED FINANCIAL CONCEPTS INC.

BARBURO & METZ ARCHITECTS  
 1175 WILSON ROAD, SUITE 200, CARLE PLACE, ONTARIO, CANADA  
 905-889-8888 FAX 905-889-8889

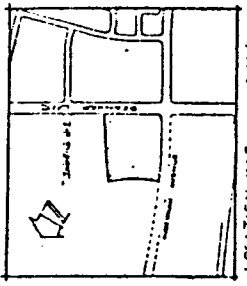
DATE: 11/11/09  
 SHEET: 01  
 OF: 01

EXHIBIT A

GRAND TOTAL	15,000 sq ft
SAVON DRUGS	15,000 sq ft
ALBERTSON'S MARKET	15,000 sq ft
TOTAL	30,000 sq ft
SAVON DRUGS	15,000 sq ft
ALBERTSON'S MARKET	15,000 sq ft
TOTAL	30,000 sq ft

BRANHAM LANE

SITE PLAN  
 11/11/09



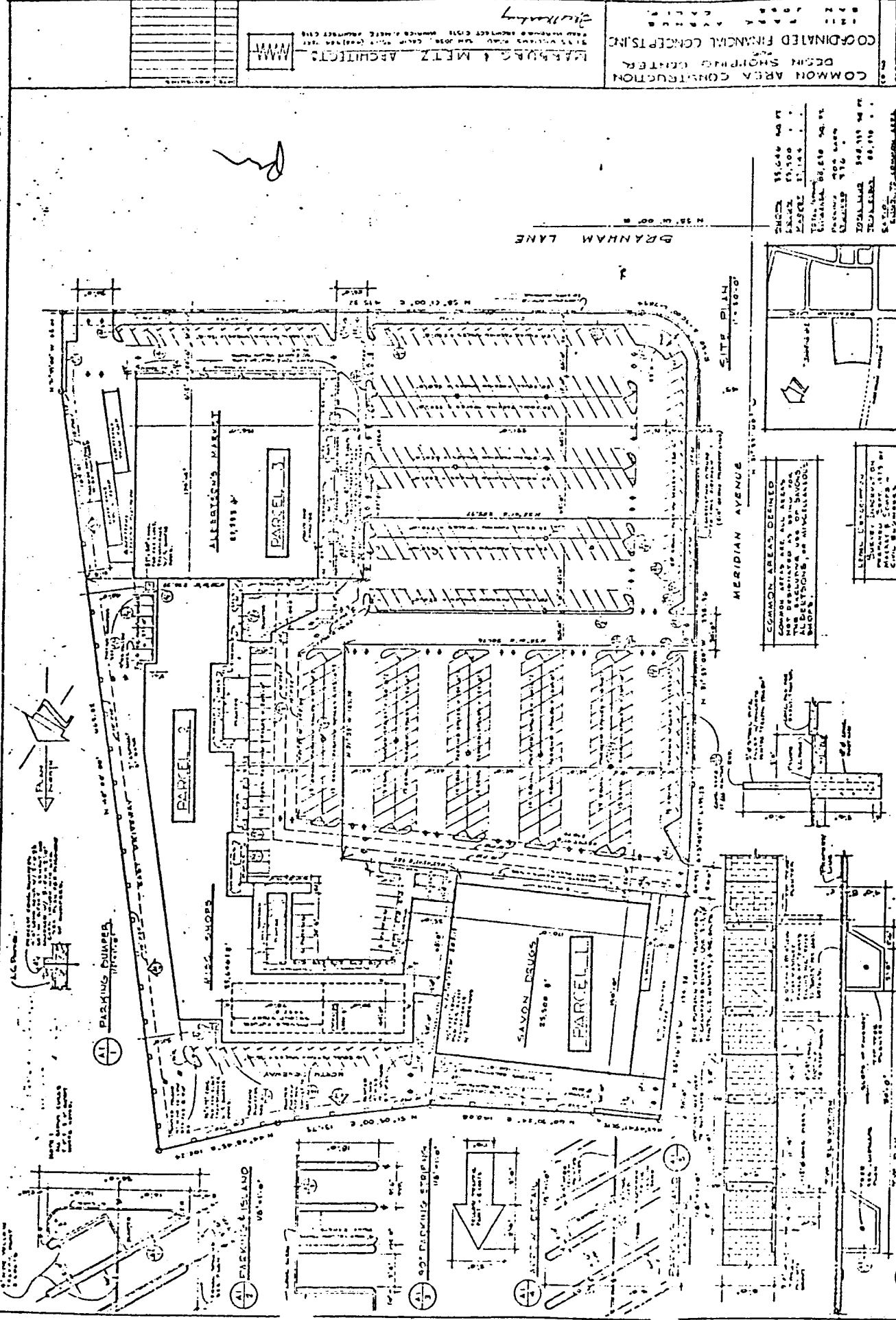
LOCATION MAP 11/11/09

COMMON AREAS DESIGNATED  
 COMMON AREAS ARE ALL AREAS  
 NOT DESIGNATED AS SAVON DRUGS  
 ALBERTSON'S MARKET OR  
 SHOPPING CENTER

LEGAL DESCRIPTION OF  
 PROPERTY: 1175 WILSON ROAD,  
 CARLE PLACE, ONTARIO, CANADA  
 905-889-8888 FAX 905-889-8889

11 DUMPER POST DETAIL  
 11/11/09

11 LEGAL DESCRIPTION OF  
 PROPERTY LINE  
 11/11/09



*Handwritten signature*