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Charles L. Maak
Kimball, Parr, Waddoups, Brown & Gee
185 South State Street, Suite 1300
Salt Lake City, Utah 84111

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KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: KARMA BLANCHARD, DEPUTY

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FIRST AMENDMENT
TO
DECLARATION AND ESTABLISHMENT OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
AND GRANT OF EASEMENTS,
AND
ANNEXATION OF
ADDITIONAL PROPERTY TO SHOPPING CENTER,
AND
REVISIONS CONCERNING ADDITIONAL ROAD EASEMENT

D94454

THIS INSTRUMENT (the "First Amendment"), dated the 20th day of October, 1990, is executed by 2DF, a Utah General Partnership (hereinafter referred to as "2DF"), whose address is c/o Fred W. Fairclough, Jr., 349 South 200 East, Suite 440, Salt Lake City, Utah 84111, by CHERRY PALM LIMITED, a California Limited Partnership (hereinafter referred to as "Cherry Palm"), whose address is 9060 Santa Monica Boulevard, Suite 204, Los Angeles, California 90069, by WORLD ENTERPRISES, a Nevada Corporation (hereinafter referred to as "World"), whose address is c/o Elden Kingston, 3753 South State Street, Salt Lake City, Utah 84115, and by ELDEN KINGSTON (hereinafter referred to as "Kingston"), whose address is 3753 South State Street, Salt Lake City, Utah 84115.

RECITALS:

A. On December 16, 1988 there was recorded in the office of the County Recorder of Salt Lake County, Utah, a document, signed by Estes Development Co., entitled "Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements." Such Declaration was recorded as Entry No. 4715102 in Book 6089 at Page 2866. Such Declaration is hereinafter referred to as the "Declaration."

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BK 6275 pg 1966

B. The Declaration concerns a certain "Shopping Center" which, as heretofore defined and constituted, consisted of the following-described realty situated in Salt Lake County, Utah:

"Phase 1a" as described on the attached Exhibit A and "Phase 1b" as described on the attached Exhibit B, together with the "Additional Road Easement" referred to in and affecting the realty described on the attached Exhibit C, each of which Exhibits is incorporated herein by this reference.

C. The "Additional Road Easement" referred to in the attached Exhibit C is part of the "Shopping Center" as heretofore defined and constituted. Such "Additional Road Easement" exists pursuant to the "Grant of Additional Road Easement" referred to and identified in such Exhibit C (hereinafter referred to as the "Additional Road Easement Grant").

D. The Declaration makes provision for the addition and annexation to the Shopping Center of all or part of the following-described realty situated in Salt Lake County, Utah:

"Phase II," as described on Exhibit D attached hereto and incorporated herein by this reference.

E. The parties desire to add and annex to the Shopping Center, as part of Phase 1b, a portion of said Phase II, which said portion consists of the following-described realty situated in Salt Lake County, Utah:

The property described on Exhibit F attached hereto and incorporated herein by this reference.

F. The parties desire to describe with particularity the Parcels that are to be located within and to make up Phase 1b as thus expanded (which said Parcels are to be different in a number of respects from the Parcels heretofore provided for in Phase 1b) and to identify the Building Area and Common Area to be located on and within each of such Parcels.

G. The Additional Road Easement Grant makes provision for relocation of the Additional Road Easement. Pursuant thereto, the parties desire to shorten the Additional Road Easement so as to exclude therefrom that part of the original Additional Road Easement located within the property being annexed and added to the Shopping Center as part of Phase 1b.

H. The parties desire to amend and modify the Declaration in the respects necessary to accomplish the foregoing matters and in certain other and additional respects and to provide for certain other matters.

I. 2DF is currently the "Owner" of "Parcel 1" (as identified in the Declaration) contained within the Shopping Center and as such constitutes the "Master Parcel Owner." In addition, 2DF is currently also the "Owner" of each of "Parcel 4" and "Parcel 5" contained within the Shopping Center. Cherry Palm is currently the "Owner" of "Parcel 2" (as identified in the Declaration) contained within the Shopping Center. World is currently the "Owner" of the entirety of Phase 1b (and of each and every Parcel within such Phase 1b) of the Shopping Center. World and Kingston together, as undivided interest holders, are currently the "Owners" of the entirety of Phase II. As such Owners, 2DF, Cherry Palm, World, and Kingston are, under Paragraphs 9.3(a) and 9.3(b) of the Declaration and otherwise, the parties whose act and/or consent is necessary to annex to the Shopping Center the realty described on Exhibit F and/or to modify the Declaration in the respects set forth in this First Amendment. In addition, 2DF, as the Owner of such Parcel 1, World and Kingston, as the Owners of Phase II, and Cherry Palm, as the Owner of Parcel 2, have the right, under or regarding the Additional Road Easement Grant (including under Paragraph 3 thereof) and under Paragraph 9.3(b) of the Declaration, to shorten the Additional Road Easement and to make the other changes regarding the Additional Road Easement Grant as provided for in this First Amendment.

NOW, THEREFORE, 2DF, Cherry Palm, World, and Kingston, each acting in the respects and in the capacity or capacities necessary to make each and all of the following provisions effective, hereby agree and consent to each and all of the following provisions and matters:

A. Annexation of Exhibit F Realty. Pursuant to Paragraph 9.3(b) of the Declaration, that part of Phase II which is described on Exhibit F hereto is hereby annexed to the Shopping Center as part of Phase 1b and is hereby subjected to the Declaration (as modified by this First Amendment). The provisions of this First Amendment, together with the Exhibits hereto, contain all of the information and materials required by Paragraph 9.3(b) of the Declaration in connection with such annexation of the realty described on Exhibit F hereto.

Phase 1b of the Shopping Center shall hereafter consist of the realty described on Exhibit B hereto plus and together with the realty described on Exhibit F hereto. All of such realty, taken together, is described as follows:

The realty described on Exhibit G attached hereto and incorporated herein by this reference.

Phase 1b, as thus expanded and constituted, shall consist of three (3) Parcels: Parcels 8, 11, and 13, as each is shown and

described on the "Exhibit E - Revised" (hereinafter referred to as the "Revised Site Plan") which is attached hereto and incorporated herein by this reference. The Parcels designated as Parcels 6, 7, 9, and 10 which (under the terms of the Declaration as heretofore constituted) were previously shown as located within Phase 1b are no longer to be involved.

B. Revisions Concerning Additional Road Easement. Pursuant to Paragraph 3(a) of the Additional Road Easement Grant, the Additional Road Easement is hereby shortened so as to exclude therefrom that part of the original Additional Road Easement which is located within the realty described on Exhibit F (which said realty described on Exhibit F is, under the foregoing provisions of this First Amendment, being annexed to the Shopping Center as part of Phase 1b). The property over which such Additional Road Easement shall hereafter extend (i.e., after exclusion of that part lying within the realty described on Exhibit F) consists of the following-described realty situated in Salt Lake County, Utah:

The property described on Exhibit H attached hereto and incorporated herein by this reference.

Pursuant to Paragraph 3(b) of the Additional Road Easement Grant and Paragraph 9.3(b) of the Declaration, the Additional Road Easement is hereby abandoned and terminated with respect to, and to the extent that it affected, any and all property other than the realty described on the attached Exhibit H.

The Additional Road Easement Grant is hereby supplemented and modified in the following additional respects:

(i) The "Extra Access Point" contemplated by Paragraph 4(b) thereof may be provided by a curb cut located, within the area designated for that purpose on the Revised Site Plan, on the Easterly side of the driving aisle which lies immediately West of Parcel 13, with the exact location of such curb cut to be determined by the Owner of Parcel 13 and with the cost of such curb cut to be paid by such Owner.

(ii) The minimum width of the passageway referred to in Paragraph 4(c) thereof is changed from thirty (30) feet to twenty-five (25) feet.

C. Revised Site Plan. The "Site Plan" which was attached to the Declaration as Exhibit E is hereby superceded and replaced in its entirety by the Revised Site Plan attached to this First Amendment. The term "Site Plan" as used in the following provisions of this First Amendment (where the modifying adjective "original" is not used in conjunction with such term) shall mean and refer, and the term "Site Plan" as used in the Declaration

shall hereinafter be taken to mean and refer, to the Revised Site Plan attached hereto as "Exhibit E - Revised".

D. Construction of Replacement Roadway. It is recognized that the Additional Road Easement, as constituted prior to this First Amendment, together with the "Service Road" described on the original Site Plan, comprise a road system that is in part located within the Building Area of Parcel 11 as shown on the Revised Site Plan, and that such road system has heretofore been improved and is now in existence and usable. Prior to demolishing any part of such existing road system or otherwise making the same unusable, the Owner of Parcel 11 shall at its expense construct and install all of the improvements needed to make the Additional Road Easement, as constituted after this First Amendment, together with the "Service Road" described on the Revised Site Plan, fully improved and usable as a replacement road system. Until such replacement road system is so installed and usable, the Owner of each Parcel shall, notwithstanding either Section B of this First Amendment or the contents of the Revised Site Plan, have and continue to have the right to use the above-referenced pre-existing road system. The Owner of Parcel 11 shall indemnify and hold harmless the Owner of each other Parcel and the Occupant or lessee of each other Parcel from and against any and all expense or loss incurred by any such indemnified party as a result of any failure by the Owner of Parcel 11 to comply with its obligations under this Section D.

E. Definitions Concerning Qualified Owners, Etc. As used in this First Amendment each of the following terms shall have the indicated meaning:

(a) "Qualified Entity" shall mean and refer to any corporation, partnership, organization, person, or other legal entity with respect to which any one or more of the following is the case:

(i) The net worth of such entity exceeds \$25,000,000.00 based upon the most current financial statements available (but in any event current as of a date not more than 12 months in the past) prepared in accordance with generally accepted accounting principles.

(ii) Stock or other ownership interests in such entity are listed on the New York or the American Stock Exchange.

(iii) Such entity owns and/or operates commercial or retail stores, outlets, or business establishments in at least 50 different locations in the United States and/or Canada.

(iv) Such entity is a commercial bank, a savings bank, a savings and loan association, or other financial institution.

(b) "McDonald's" shall mean and refer to McDonald's Corporation, a Delaware corporation.

(c) "Wal-Mart" shall mean, refer to, and include Wal-Mart Stores, Inc., a Delaware corporation, and any corporation or other organization that controls, is controlled by, or is under common control with Wal-Mart Stores, Inc.

(d) "Skipper's" shall mean and refer to Skipper's, Inc., a Washington corporation.

(e) "World Affiliate" shall mean, refer to, and include World Enterprises, a Nevada corporation, and any corporation, partnership, organization, person, or other legal entity that is the holder of five percent (5%) or more of the issued and outstanding stock in said World Enterprises.

(f) "Qualified Owner," as regards each of Parcels 4, 5, 8, 11, and 13, shall have the following meaning:

(i) In the case of Parcel 4, such term shall mean, refer to, and include Skipper's or any Qualified Entity.

(ii) In the case of Parcel 5, such term shall mean, refer to, and include McDonald's or any Qualified Entity.

(iii) In the case of Parcel 8, such term shall mean, refer to, and include any World Affiliate.

(iv) In the case of Parcel 11, such term shall mean, refer to, and include Wal-Mart.

(v) In the case of Parcel 13, such term shall mean, refer to, and include World and Kingston.

(g) "Controlled by HomeClub," when used in conjunction with Parcel 2, contemplates a state of affairs where, and shall mean and refer to circumstances under which, the Owner of Parcel 2 is Waban, Inc., a Delaware corporation (which is the successor by merger to HomeClub, Inc.), and/or the lessee and Occupant of Parcel 2 is said Waban, Inc.

(h) "Controlled by Wal-Mart," when used in conjunction with Parcel 11, contemplates a state of affairs where, and shall mean and refer to circumstances under which, the Owner

of Parcel 11 is Wal-Mart and/or the lessee and Occupant of Parcel 11 is Wal-Mart Stores, Inc.

F. Amendment to Paragraph 1.9. The following sentence is added at the end of Paragraph 1.9 of the Declaration:

"'Entertainment or Recreational Facility' shall not include the children's 'playland' that typically is included as part of a McDonald's restaurant facility, if such a 'playland' is located on Parcel 5."

G. Amendment to Paragraph 1.20. Paragraph 1.20 of the Declaration is amended in its entirety to read as follows:

"'Parcel' or 'Parcels' shall mean those several parcels which together comprise the Shopping Center as shown on the Site Plan and designated on the Site Plan as Parcels 1, 2, 3, 4, 5, 8, 11, and 13."

H. Amendment to Paragraph 1.28. Paragraph 1.28 of the Declaration is amended in its entirety to read as follows:

"'Phase 1b' shall mean that real property described on Exhibit G attached to this First Amendment and shown as such on the Site Plan."

I. Amendment to Paragraph 2.1. The second sentence of Paragraph 2.1 of the Declaration is amended to read as follows:

"Additionally, Parcel 2 and Parcel 11 may be used for wholesale purposes."

J. Amendment to Paragraph 3.1. Paragraph 3.1 of the Declaration is amended in its entirety to read as follows:

"No building or structure of any kind shall be erected, placed, or maintained on any portion of the Shopping Center except upon those portions designated as Building Area on the Site Plan. Without the prior written consent of the Master Parcel Owner, no building or structure erected in the Shopping Center shall exceed one story in height above ground (which one story may include a mezzanine), nor shall any such building or structure exceed: (a) twenty-four (24) feet in height if such building or other structure is located on any portion of Parcel 3, 4, 5, 8, or 13; or (b) thirty-one (31) feet in height if such building or other structure is located on any portion of Parcel 1, 2, or 11; provided that special architectural

treatments on the buildings on Parcels 1, 2, and 11 may extend up to forty-seven (47) feet in height so long as the width of such special architectural treatment does not exceed twenty-five percent (25%) of the width of the frontage of the building on the Parcel on which such building is located."

K. Amendment to Paragraphs 3.2 and 3.3. The following sentence is added at the end of Paragraph 3.2 of the Declaration:

"After a completed building and related improvements approved pursuant to the first sentence of this Paragraph 3.2 have been constructed on Parcel 4, 5, 8, 11, or 13, the Owner of the Parcel concerned, if at the time in question such Owner is a Qualified Owner as regards such Parcel or, in the case of Parcel 11, the Parcel is controlled by Wal-Mart, shall not be required to obtain the approval regarding alterations that would otherwise be required by this Paragraph 3.2 except to the extent such approval is required by the following Paragraph 3.3 or by Paragraph 3.7(b) hereof (as added by this First Amendment)."

The following two sentences are added at the end of Paragraph 3.3 of the Declaration:

"Notwithstanding the foregoing and Paragraph 3.7(b) hereof (as added by this First Amendment), neither the Master Parcel Owner's nor the Parcel 2 Owner's approval shall be required for alterations to the exterior of the building on Parcel 4, 5, 8, 11, or 13 which do not alter its architectural harmony with the remainder of the Shopping Center, if at the time of the alterations on the building in question the Owner of the Parcel housing such building is a Qualified Owner as regards such Parcel or, in the case of Parcel 11, such Parcel is controlled by Wal-Mart. At least ten (10) days prior to commencement of work on an exterior alteration of a building located on a Parcel with respect to which the foregoing circumstances exist, the Owner of such Parcel (i.e., Parcel 4, 5, 8, 11, or 13) shall deliver to the Master Parcel Owner a complete set of architectural drawings of such work so that the Master Parcel Owner can determine whether any proposed change is architecturally harmonious."

L. Amendment to Paragraph 3.4. The period at the end of Paragraph 3.4 of the Declaration is changed to a semicolon, and the following is added at the end of such Paragraph:

"; provided, however, that neither the building located on Parcel 4 nor the building located on Parcel 5 shall be required to have a stucco exterior."

M. Amendment to Paragraph 3.5. Paragraph 3.5 of the Declaration is amended in its entirety to read as follows:

"Throughout the initial construction on any portion of the Building Area, such Building Area and associated construction immediately surrounding such area shall be fenced off or otherwise segregated so as not to interfere with the course of business of the remainder of the Shopping Center, and shall be maintained in a neat and dust-free condition."

N. Amendment to Paragraph 3.6. The table of Maximum Building Areas that appears in Paragraph 3.6 of the Declaration is amended in its entirety to be as follows:

<u>Parcel</u>	<u>Maximum Building Area (in Square Feet)</u>
Parcel 1	13,650
Parcel 2	103,909
Parcel 3	8,500
Parcel 4	2,500
Parcel 5	6,000
Parcel 8	7,000
Parcel 11	175,000
Parcel 13	10,000

O. Addition of New Paragraph 3.7. Paragraph 3 of the Declaration is amended by the addition of the following new Paragraph 3.7 at the end of such Paragraph 3:

"3.7 (a) In connection with the construction of any building on the Building Area located on Parcel 4, 5, 8, 11, or 13, the Owner of the Parcel in question shall, at its sole cost and expense, fully improve all Common Area located within such Parcel. The improvements thus required to be made to such Common Area shall be made in a good and workmanlike manner, in accordance with all applicable law, in accordance with the contents and requirements of the Site Plan and the Declaration

(as amended by this First Amendment), to the same standard of design and construction and to the same level of completion as the other Common Area theretofore installed in the Shopping Center, and in accordance with the plans approved by the Master Parcel Owner pursuant to the following subparagraph (b).

(b) No Owner of Parcel 4, 5, 8, 11, or 13 shall commence or permit the commencement of construction of improvements to the Common Area within the Parcel owned by such Owner unless and until detailed plans describing all of such improvements have first been approved in writing by the Master Parcel Owner. Notwithstanding the foregoing, however: (i) Once a building has been constructed on the Building Area located within Parcel 11 and the Common Area within Parcel 11 has been fully improved, no such approval by the Master Parcel Owner shall be required with respect to subsequent changes in the Common Area within Parcel 11 that may be made, if such changes are necessary to enable an expansion of the building initially located on such Parcel 11 and if at the time of such changes Parcel 11 is controlled by Wal-Mart; and (ii) After the Common Area within Parcel 4, 5, or 11 has been fully improved, no such approval by the Master Parcel Owner shall be required with respect to subsequent changes to such Parcel's Common Area that may be made, if such changes will have no material effect on the Owner of or on other parties holding interests in any Parcel other than the one containing the Common Area undergoing change and if at the time of such change the Parcel in question is owned by a Qualified Owner or, in the case of Parcel 11, is controlled by Wal-Mart.

(c) The Common Area located within each of Parcel 11 and Parcel 13 must include, without limitation, appropriate landscaping and paved and striped vehicular parking spaces in at least the number required by applicable zoning or other laws to serve a building of the size and use located on the Building Area of the Parcel in question.

(d) The Common Area located within Parcel 8 must include, without limitation, appropriate landscaping and paved and striped vehicular parking spaces in at least the greater of the following: (i) The number required by applicable zoning or other laws to serve a building of the

size and use located on the Building Area of Parcel 8; or (ii) The sum of the following: (A) Ten (10) spaces for every 1,000 square feet of building space devoted to a Restaurant use or to use as an Entertainment or Recreational Facility; plus (B) Five (5) spaces for every 1,000 square feet of building space devoted to any other use."

P. Amendment to Paragraph 4.2(c). The period at the end of the first sentence of Paragraph 4.2(c) of the Declaration is changed to a semicolon, and the following is added at the end of such sentence:

"; provided, however, that storm drainage may be allowed to occur over the surface of the Common Area (with such drainage ultimately entering storm drains in other Common Area locations or in adjacent public streets), so long as such surface drainage does not materially impair use of the Common Area for other purposes."

Q. Amendment to Paragraph 4.2(f). Paragraph 4.2(f) of the Declaration is amended in its entirety to read as follows:

"The reasonable maintenance and reasonable repair of any of the items referred to in Paragraph 4.2(e)."

R. Amendment to Paragraph 4.2(j). The last sentence of item (i) of Paragraph 4.2(j) of the Declaration is amended to read as follows:

"Notwithstanding the foregoing, the Parcel 2 Owner and the Parcel 11 Owner will not be required to obtain the consent of the Master Parcel Owner for such sales and may conduct such sales at any time, but shall comply with all other requirements set forth in this Paragraph."

S. Amendment to Paragraph 4.2(k). Paragraph 4.2(k) of the Declaration is amended in its entirety to read as follows:

"The construction, maintenance, repair, replacement, and reconstruction of sign pylons, center identification signs, and monument signs (with appropriate underground electrical connections).

At the option of the Master Parcel Owner, there may be up to two (2) (and only two) Center identification signs located in the Shopping

Center, one at or near the Northeast corner of 5600 South and Redwood Road and/or one at or near the Southeast corner of 5400 South and Redwood Road. Any such sign that is installed shall be of the monument variety. The exact location of any such sign shall be determined by the Master Parcel Owner. The cost of construction of any such Center identification sign shall be paid by the Master Parcel Owner. The cost of replacement or reconstruction of and the costs and expenses of operating, maintaining, and repairing any such sign shall not constitute part of the Common Area Maintenance Expenses, but rather shall be paid by the Master Parcel Owner.

Subject to the requirements of applicable law and the governmental authorities having jurisdiction, there shall be seven (7) sign pylons located within the landscaped setback area of the Shopping Center adjacent to Redwood Road, with the respective Owners of Parcels 1, 2, 3, 4, 5, 8, and 11 each having the right to the use of one of such pylons for use in displaying the name of one business being conducted on the Parcel owned by such Owner; provided, however, that the Owner of Parcel 1 shall have the right to display up to four (4) such names on its pylon; provided, further, that the Owner of Parcel 1 shall also have the right to use up to one-third (1/3) of the available sign area on the Parcel 2 pylon, to display, below the sign space used by the Parcel 2 Owner, the name of a business being conducted on Parcel 1. The pylons to be used by the respective Owners of Parcels 2, 3, 4, 5, 8, and 11 shall each be located within the Parcel owned by the Owner in question. The pylon to be used solely by the Owner of Parcel 1 shall be located within the Common Area on Parcel 11. In addition to the sign pylons provided for in the foregoing, the Parcel 1 Owner, the Parcel 11 Owner, and the Parcel 13 Owner shall each have the right, subject to the requirements of applicable law and the governmental authorities having jurisdiction, to erect one, in the case of each of Parcel 1 and Parcel 11, or two, in the case of Parcel 13, sign pylon(s) for its use (to display on each such pylon the name of one business being conducted on the Parcel owned by the Owner concerned) within the landscaped setback area of the Shopping Center adjacent to 5400 South; provided, however, that the Parcel 2 Owner shall have the right to use up to one-third (1/3) of the available

sign area on such pylon sign benefitting the Parcel 1 Owner to display, below the sign space used by the Parcel 1 Owner, the name of the business being conducted on Parcel 2. The pylons adjacent to 5400 South that are to be used by the respective Owners of Parcels 11 and 13 shall each be located within the Parcel owned by the Owner in question and such pylon to be used by the Owners of Parcels 1 and 2 shall be located within the Common Area on Parcel 11. No sign pylons other than or in addition to those provided for in the foregoing shall be permitted in the Shopping Center. The exact location of each sign pylon must be approved in writing by the Master Parcel Owner prior to erection of the pylon in question. The pylon signs provided herein shall not constitute part of the Common Area, but shall instead be deemed to be the property of the Owner(s) or Occupant(s) of the Parcel(s) served by the pylon in question. The costs and expenses of construction, replacement, reconstruction, operation, maintenance, and repair of each of such sign pylon shall be borne solely by the Owner of the Parcel served by such pylon. In the event a pylon is to serve more than one Parcel under the foregoing provisions, such costs and expenses shall be borne pro-rata by the Owners of the Parcels served, in the ratio of their respective sign areas displayed on the pylon.

Monument signs located within the Shopping Center shall be located only on the respective Parcels to which their use is appurtenant. Such monument signs shall not constitute a portion of the Common Area, but each such sign shall be deemed to be the property of the Owner or Occupant of the Parcel to which such sign pertains and all costs and expenses in connection with the construction, operation, maintenance, repair, replacement, or reconstruction of such sign shall be paid for by such Owner or Occupant.

Any sign contemplated by the foregoing provisions must comply with all applicable zoning and other governmental requirements. No change shall be made in the location of any of the signs in the Shopping Center without the prior written approval of the Master Parcel Owner."

T. Amendment to Paragraph 4.2(m). Paragraph 4.2(m) of the Declaration is amended in its entirety to read as follows:

"The Master Parcel Owner may use the sidewalk directly in front of the Building Area on any Parcel, other than Parcel 2, 4, 5, 8, 11, or 13, for the sale of food and non-alcoholic beverages from no more than one (1) vending cart, not to exceed one hundred twenty (120) square feet in size. In addition, the Master Parcel Owner may use any sidewalk that adjoins the Building Area on Parcel 1 (including such a sidewalk that is located on any other Parcel besides Parcel 2) for outdoor seating of customers of any restaurant or other food service operation being conducted on the Building Area of Parcel 1."

U. Amendment to Paragraph 4.3. The period at the end of the first sentence of Paragraph 4.3 of the Declaration is changed to a semicolon, and the following is added at the end of such sentence:

"; provided further, that if at the time of any such change or alteration the Owner of Parcel 5 is a Qualified Owner as regards such Parcel, then the prior written consent of such Parcel 5 Owner must also be obtained if the change or alteration materially affects any of the Common Area located within 50 feet of the perimeter of Parcel 5 or materially affects the Common Area driving aisle that is located immediately East of Parcels 4 and 5 and that leads to 5600 South Street."

V. Amendment to Paragraph 4.9. The last sentence of Paragraph 4.9 of the Declaration is amended to read as follows:

"Notwithstanding the foregoing, the employees of the Parcel 2 Owner or its tenant may park anywhere on Parcel 2 and the employees of the Parcel 11 Owner or its tenant may park anywhere on Parcel 11."

W. Amendment to Paragraph 5.1. The second sentence of Paragraph 5.1 of the Declaration is amended to read as follows:

"If any such Owner shall fail to pay such taxes and assessments until the date that falls three (3) months prior to the date on which a final, unredeemable, tax sale is scheduled to occur with respect to such taxes and assessments, then any other Owner or the tenant of any other Owner may pay such taxes and assessments, together with such other taxes and assessments and such interest, penalties, and other amounts as may be necessary to

accomplish redemption with respect to the delinquent taxes and assessments for which final sale is scheduled, and the curing Owner or tenant may then bill the defaulting Owner for the expense incurred."

Paragraph 5.1 of the Declaration is further amended by deleting in its entirety subparagraph (a) thereof.

X. Amendment to Paragraph 5.3. The following provisions are hereby added at the end of Paragraph 5.3 of the Declaration:

"If the Owner of Parcel 4, 5, 8, or 13 is a Qualified Owner with respect to such Parcel or Parcel 11 is controlled by Wal-Mart at the time the building located on the Parcel so owned or controlled is damaged by fire, the elements, unavoidable accident, or other casualty, then in connection with such damage none of the provisions beginning with and including the second sentence of this Paragraph 5.3 to the end of and including subparagraph (c) hereof shall be applicable as regards such Parcel 4, 5, 8, 11, or 13 (as the case may be), the Owner thereof, or the damaged building, and the following shall apply in lieu of such inapplicable provisions:

If the building situated on Parcel 4, 5, 8, 11, or 13 shall be damaged by fire, the elements, unavoidable accident, or other casualty at a time when the Parcel in question is owned by a Qualified Owner or, in the case of Parcel 11, at a time when Parcel 11 is controlled by Wal-Mart, then the Owner of the Parcel in question shall, at its own expense and as soon as reasonably practical, either cause such damage to be repaired or raze and then landscape or pave the Building Area on such Parcel."

Y. Amendment to Paragraph 5.4. The following provisions are hereby added at the end of Paragraph 5.4 of the Declaration:

"Notwithstanding the foregoing provisions or any other provision of the Declaration, during any period of time that Parcel 4, 5, or 13 is owned by a Qualified Owner, that Parcel 2 is controlled by HomeClub (but in the case of Parcel 2, the following arrangement shall apply only from and after occurrence of the "Event" referred to below), or that Parcel 11 is controlled by Wal-Mart, the Owner of the Parcel in question (i.e., Parcel 2, 4, 5, 11, or 13), rather than Manager, shall, unless such

Owner and the Master Parcel Owner otherwise agree in writing (in which event Manager shall), be responsible for operating and maintaining or causing to be operated and maintained the Common Area located within such Parcel and for accomplishing, as regards the Common Area located within such Parcel, all of the matters contemplated by subparagraphs (a) through (h) above (except that the hours of illumination provided for in subparagraph (g) shall not apply for purposes hereof) and any and all other matters that would otherwise be the responsibility of the Manager (including, without limitation, the matters dealt with in Paragraph 5.18). The Owner of Parcel 2, 4, 5, 11, or 13, as the case may be, shall itself pay all of the costs and expenses incurred in connection with its responsibilities under the foregoing sentence. None of such costs and expenses thereby incurred by such Owner (including, without limitation, the cost of insurance maintained by such Owner pursuant to Paragraph 5.5 of the Declaration) shall be included in the Common Area Maintenance Expenses. Notwithstanding Paragraphs 5.9, 5.16, 5.18, 5.19, or any other provision of the Declaration, the Owner of Parcel 2, 4, 5, 11, or 13, as the case may be, shall not be required to pay any portion of Common Area Maintenance Expenses or other sums incurred, during the period of such Owner's responsibility under the first sentence of this amendment, by Manager or by any other Owner with respect to Common Area or Building Area located beyond the Parcel owned by such Owner, and Manager shall not be required to account to such Owner for any Common Area Maintenance Expenses incurred during such period. The "Event" referred to above shall be the giving of written notice by Waban, Inc. to the Master Parcel Owner to the effect that the Common Area located within Parcel 2 shall thereafter be operated and maintained by the Owner or Occupant of Parcel 2, rather than by Manager."

2. Amendment to Paragraph 5.5. The following provisions are hereby added at the end of Paragraph 5.5 of the Declaration:

"Notwithstanding the foregoing provisions or any other provision of the Declaration, the following shall apply during any period of time that Parcel 4, 5, or 13 is owned by a Qualified Owner, that Parcel 2 is controlled by HomeClub (but in the case of Parcel 2, the following shall apply only from and after occurrence of the "Event" referred

to in Section Y of this First Amendment), or that Parcel 11 is controlled by Wal-Mart (unless the Owner of the Parcel in question and the Master Parcel Owner otherwise agree in writing, in which event the following shall not apply as regards such Parcel):

(a) The liability insurance maintained by Manager pursuant to the foregoing need not extend to the Common Area located on the Parcel so owned or controlled.

(b) As part of the operation of the Common Area located on the Parcel so owned or controlled, the Owner of the Parcel in question shall obtain and maintain general public liability insurance insuring it and persons who hold leasehold or other interests in such Parcel against all claims for personal injury, death, or property damage occurring in, upon, or about the Common Area located on such Parcel. Such insurance shall be written with an insurer licensed to do business in the State of Utah. The limit of liability of such insurance shall be at least One Million Dollars (\$1,000,000.00) combined single limit. Such insurance may be written by additional premises endorsement of any master policy which may cover property in addition to the Common Area located on the Parcel in question. Notwithstanding the foregoing provisions of this item (b), if and so long as the net worth of the Owner of the Parcel in question (i.e., Parcel 2, 4, 5, 11, or 13) exceeds \$50,000,000.00 based upon the most current financial statements available (but in any event current as of a date not more than 12 months in the past) prepared in accordance with generally accepted accounting principles, such Owner shall have the right to self-insure as regards an amount up to \$100,000.00 of its entire insurance obligations under the foregoing and to retain the financial risk related to an amount not in excess of \$100,000.00, and if and so long as such net worth of such Owner exceeds \$75,000,000.00, such Owner shall have the right to self-insure its entire insurance obligation under the foregoing and to retain the entire financial risk related thereto.

(c) The Owner of the Parcel in question (i.e., Parcel 2, 4, 5, 11, or 13) shall indemnify, defend, and hold harmless each Owner interested in any other Parcel located in the Shopping Center and

each person who holds any leasehold or other interest in any such other Parcel from and against any and all claims, liabilities, costs, and expenses (including, without limitation, attorney's fees) resulting from or related to occurrences in, upon, or about the Common Area located on the Parcel owned by the indemnifying Owner."

AA. Amendment to Paragraph 5.9. Paragraph 5.9 of the Declaration is amended in its entirety to read as follows:

"During any period of time that Parcel 11 is controlled by Wal-Mart or that a building has not yet been completed on Parcel 11, the Owner of Parcel 11 shall not be required to pay any part of Common Area Maintenance Expenses. During any period of time after such a building has been completed on Parcel 11 but Parcel 11 is not so controlled, the Owner of Parcel 11 shall pay, as its share of Common Area Maintenance Expenses, that amount determined by multiplying the amount of such Common Area Maintenance Expenses by the ratio between the area of the land within Parcel 11 and the land area of the entire Shopping Center (exclusive, however, of the area of the Additional Road Easement). Each other Owner shall pay, as its initial proportionate share of Common Area Maintenance Expenses, that amount determined by multiplying the amount of such Common Area Maintenance Expenses not required to be paid by the Owner of Parcel 11 by the percentage set forth below:

<u>Parcel</u>	<u>Building Sq. Ft.</u>	<u>Percentage</u>
Parcel 1	13,560	11.3029%
Parcel 2*	103,909*	86.6132%*
Parcel 3	2,500	2.0839%
Parcel 4*	--*	--*
Parcel 5*	--*	--*
Parcel 8	--	--
Parcel 13*	--*	--*
Total	119,969	100%

*Note: During any period of time that the Owner of Parcel 4, 5, or 13 is a Qualified Owner as regards such Parcel or that Parcel 2 is controlled by HomeClub (but in the case of Parcel 2, the following shall apply only from and after occurrence of the "Event" referred to in Section Y of this First Amendment), the building square footage and

percentage for such Parcel shall be taken to be zero, whether or not a building has been constructed thereon, unless the Owner of such Parcel and the Master Parcel Owner have agreed in writing that the Owner of such Parcel shall nevertheless not be responsible for causing the Common Area located within such Parcel to be operated and maintained, in which event the building square footage and percentage for such Parcel shall be as they would in the absence of this "Note".

In the event separate portions of any Parcel shall be owned by different Owners, the proportionate share of Common Area Maintenance Expenses payable with respect to such Parcel as provided above shall be apportioned on a pro rata basis between or among such Owners based upon the ratio that the square foot area of such Parcel owned by such Owner bears to the total square foot area of such Parcel. The percentages appearing in the foregoing table are based on the ratio that the square foot area of the building on each Parcel concerned bears to the total square foot area of the buildings now constructed in the Shopping Center (exclusive of Parcel 11). As new buildings are completed within the Shopping Center, as buildings are expanded, or as changes in building square footages and their related percentages occur as a result of the "Note" to the foregoing table, the percentages in the foregoing table shall be adjusted in accordance with such ratio, provided that, notwithstanding whether a building has been constructed on any of Parcels 3, 4, 5, or 8, the Owner of each of such Parcels shall, unless such Owner's pro rata share is zero pursuant to the "Note" to the foregoing table, be responsible for its pro rata share (based upon the building square footage set forth in Paragraph 3.6, until a building has been completed on the Parcel in question) of that portion of Common Area Expenses attributable to landscaping and insurance."

BB. Amendment to Paragraph 5.10. The first sentence of Paragraph 5.10 of the Declaration is amended to read as follows:

"In the event Manager shall be in default in performing its duties hereunder, Owners of not less than ninety percent (90%) in land area of the Shopping Center (excluding any portion thereof owned by Manager and also excluding Parcel 11 if at

the time in question Parcel 11 is controlled by Wal-Mart) or the Parcel 2 Owner, acting alone, shall have the right to give Manager notice of such default, specifying the particulars thereof."

Paragraph 5.10 of the Declaration is further amended by the addition of the following new subparagraphs (d) and (e) at the end of such Paragraph 5.10:

"(d) If the Common Area driving aisles that furnish access to Parcel 4 and Parcel 5 from Redwood Road and 5600 South Street are not properly maintained by the party having responsibility for such maintenance, then the Owner of either Parcel 4 or Parcel 5 shall itself have the right to perform the necessary maintenance work on such driving aisles if: (i) The Owner of the Parcel in question is a Qualified Owner at the time such maintenance work is required; (ii) Such Qualified Owner first gives to the Manager (or, if there is no Manager, then to the Owner on whose Parcel the work will be performed) reasonable advance notice of such Qualified Owner's intention to perform such work, so as to provide the responsible party with an opportunity itself to accomplish the necessary maintenance; and (iii) The cost of the maintenance work accomplished by such Qualified Owner is reasonable. Manager shall reimburse such Qualified Owner for that portion of the cost of such maintenance which is within the definition of Common Area Maintenance Expenses, and such amount shall constitute a Common Area Maintenance Expense. Such reimbursement shall be made within 30 days after such Qualified Owner delivers an invoice therefor to Manager.

(e) If the Common Area located within a Parcel is required to be operated and maintained by the Owner thereof (rather than by Manager) and is in one or more respects not being properly operated or maintained by such Owner, then Manager shall have the right to cause such operation and maintenance to be accomplished in such respects if: (i) The Manager first gives to the Owner in default reasonable advance notice of Manager's intention to cause such operation and maintenance to be accomplished in such respects, so as to provide such Owner with an opportunity itself to take corrective action; and (ii) The cost of the matters accomplished by Manager is reasonable. The Owner in default shall reimburse Manager for the cost

thereby incurred by Manager. Such reimbursement shall be made within 30 days after Manager delivers an invoice therefor to the Owner in default, and if not so made the cost involved shall be recoverable by Manager from such Owner on the same basis as would apply if such Owner were liable for a share of Common Area Maintenance Expenses and such cost were such Owner's share thereof."

CC. Amendment to Paragraph 5.12. Paragraph 5.12 of the Declaration is amended in its entirety to read as follows:

"Manager, with the prior written consent of the Master Parcel Owner, the Parcel 2 Owner, and the Parcel 11 Owner, may promulgate reasonable rules and regulations of general application for the supervision, control, and use of the Common Area, in which event Manager shall make and use its best efforts to enforce the same or cause the same to be enforced."

DD. Amendment to Paragraph 5.13. The following provisions are hereby added at the end of Paragraph 5.13 of the Declaration:

"Notwithstanding the foregoing provisions, during any period of time that Parcel 4, 5, or 13 is owned by a Qualified Owner, that Parcel 2 is controlled by HomeClub (but in the case of Parcel 2, the following arrangement shall apply only from and after occurrence of the "Event" referred to in Section Y of this First Amendment), or that Parcel 11 is controlled by Wal-Mart, the Owner of the Parcel in question (i.e., Parcel 2, 4, 5, 11, or 13), rather than Manager, shall, unless such Owner and the Master Parcel Owner otherwise agree in writing (in which event Manager shall), be responsible for restoring, repairing, and rebuilding to its former condition, to the extent reasonably practicable, the Common Area located on the Parcel concerned in the event the same is damaged or destroyed. The Owner of Parcel 2, 4, 5, 11, or 13, as the case may be, shall itself pay all of the costs and expenses incurred in connection with its responsibilities under the foregoing sentence. Notwithstanding the other provisions of this Paragraph 5.13, the Owner of the Parcel in question shall not be required to pay any portion of the cost of restoring, repairing, or rebuilding any Common Area located beyond the Parcel owned by such Owner that is incurred during the period of such

Owner's responsibility under the first sentence of this amendment."

EE. Amendment to Paragraph 6.1. The following sentence is hereby added at the end of Paragraph 6.1 of the Declaration:

"A sales operation or store shall not be deemed to be a second-hand store for purposes of the foregoing provisions merely because some of the merchandise being offered by the operation or store in question consists of previously sold goods that have been returned by the original purchasers thereof."

FF. Deletion of Paragraph 6.3(b). Paragraph 6.3(b) of the Declaration is hereby deleted.

GG. Amendment to Paragraph 6.4. Paragraph 6.4 of the Declaration is amended in its entirety to read as follows:

"The Master Parcel Owner shall have the right to grant exclusives to other Owners and tenants of the Shopping Center, but such exclusives shall not be binding against Parcels 2, 4, 5, 8, 11, or 13."

HH. Amendment to Paragraph 7.1. The following provisions are hereby inserted immediately prior to the last sentence of Paragraph 7.1 of the Declaration:

"During any period of time that Parcel 3 is owned by Chevron U.S.A., Inc., that Parcel 4 or 5 is owned by a Qualified Owner, that Parcel 2 is controlled by HomeClub, or that Parcel 11 is controlled by Wal-Mart, the Owner of the Parcel in question shall have the following self-insurance rights: (i) Such Owner shall have the right to self-insure as regards an amount up to \$100,000.00 of its entire insurance obligations under the foregoing provisions and to retain the financial risk related to an amount not in excess of \$100,000.00 (or, in the case of said Chevron U.S.A., Inc., shall have the right to have an affiliated corporation self-insure as regards such amount and carry the financial risk related thereto), if and so long as the net worth of the Owner in question (or, in the case of Chevron U.S.A., Inc., the net worth of the affiliated corporation which is insuring such obligations and carrying such financial risk) exceeds \$50,000,000.00 based upon the most current financial statements available (but in any event current as of a date not

more than 12 months in the past) prepared in accordance with generally accepted accounting principles; and (ii) Such Owner shall have the right to self-insure its entire insurance obligation under the foregoing provisions and to retain the entire financial risk related thereto (or, in the case of said Chevron U.S.A., Inc., shall have the right to have an affiliated corporation self-insure such obligation and carry the entire financial risk related thereto), if and so long as such net worth of such Owner (or, in the case of Chevron U.S.A., Inc., the net worth of the affiliated corporation which is insuring such obligations and carrying such financial risk) exceeds \$75,000,000.00."

II. Amendment to Paragraph 9.3(a). The first sentence of Paragraph 9.3(a) of the Declaration is deleted and is replaced with the following provisions:

"(a) This Declaration may be modified in any respect whatsoever with the consent of the Master Parcel Owner, the consent of the Parcel 2 Owner, the consent of the Parcel 4 Owner if at the time of the amendment in question the Owner of Parcel 4 is a Qualified Owner, the consent of the Parcel 5 Owner if at the time of the amendment in question the Owner of Parcel 5 is a Qualified Owner, and the consent of the Parcel 11 Owner if at the time of the amendment in question Parcel 11 is controlled by Wal-Mart (none of which said consents shall be unreasonably withheld), without the necessity of obtaining the consent of any other Owner; provided, however, that if such modification may directly, materially and adversely affect the use restrictions, parking, visibility, or access of any other Owner under this Declaration, then such Owner, in addition to the Owners required by the foregoing provisions, must also consent in order for any modification to be effective (which consents shall not be unreasonably withheld); and, provided further, that if this Declaration is rescinded, all Owners of any portion of the Shopping Center must consent to such rescission."

JJ. Amendment to Paragraph 9.3(b). The following provisions are hereby added at the end of Paragraph 9.3(b) of the Declaration:

"Notwithstanding the foregoing provisions, other than the annexation to the Shopping Center of that

part of Phase II which is described on Exhibit F to this First Amendment, there shall be no annexation to the Shopping Center of any of the realty making up Phase II."

KK. Addition of New Paragraph 9.3(c). Paragraph 9.3 of the Declaration is amended by the addition of the following new Paragraph (c) at the end of such Paragraph 9.3:

"(c) The Owner of Parcel 13 shall have the right, exercisable at its option at any time, to withdraw and exclude Parcel 13 from the Shopping Center and from the effects of the Declaration, as amended. To exercise such right, the Owner of Parcel 13 must do both of the following: (i) Execute and record in the Office of the Recorder of Salt Lake County, Utah, a document which contains the legal descriptions of Parcel 13 and the Shopping Center, which identifies the Declaration (as amended) as recorded, which refers to this Paragraph 9.3(c), and which unconditionally states that Parcel 13 is withdrawn and excluded from the Shopping Center and from the effects of the Declaration, as amended; and (ii) Deliver to the Master Parcel Owner a copy of such executed and recorded document, bearing the recording date and recording entry number, along with a written notice advising that such document has been recorded for purposes of withdrawing and excluding Parcel 13 from the Shopping Center. The effective date of Parcel 13's withdrawal from the Shopping Center shall be the date on which the materials called for by the foregoing item (ii) are delivered to the Master Parcel Owner. If requested to do so by the Owner of Parcel 13, the Master Parcel Owner shall execute a document, in recordable form, certifying that it has received the materials called for by the foregoing item (ii) and as to the date on which such materials were delivered to it. From and after the effective date of withdrawal of Parcel 13 from the Shopping Center, all of the following shall be the case, notwithstanding any other or contrary provision of the Declaration (as amended by this First Amendment):

(A) Parcel 13 shall no longer be a part of the Shopping Center or of Phase 1b thereof.

(B) Parcel 13 shall no longer be a "Parcel" within the meaning of the Declaration, as amended.

(C) Parcel 13 shall no longer be subject or entitled to any of the provisions, benefits, burdens, or Restrictions of the Declaration, as amended (except that the Owner of Parcel 13 shall, notwithstanding withdrawal of such Parcel from the Shopping Center, continue to have the rights and obligations concerning the "Extra Access Point" curb cut that are provided for in item (i) of Section B of this First Amendment).

(D) Such withdrawal and exclusion of Parcel 13 from the Shopping Center shall not in any way affect or relieve the Owner of Parcel 13 from any obligations or liabilities that may have accrued under or by reason of the Declaration, as amended, prior to the effective date of such withdrawal and shall not in any way affect or impair the right of any other Owner to enforce any such theretofore accrued obligations or liabilities in the manner provided for in the Declaration, as amended, the same and as fully as if Parcel 13 were still a part of the Shopping Center."

LL. Deletion of Paragraph 9.11. Paragraph 9.11 of the Declaration is hereby deleted.

MM. Amendment to Paragraph 9.15. The names and notice addresses of the Master Parcel Owner and of the Parcel 2 Owner set forth in Paragraph 9.15 of the Declaration are changed to be as shown below. The names and respective notice addresses of the Parcel 8 Owner and of the Parcel 13 Owners are as shown below (until such addresses are changed as provided in said Paragraph 9.15). The respective notice addresses of the Parcel 4 Owner, if and when such Owner comes to be Skipper's, of the Parcel 5 Owner, if and when such Owner comes to be McDonald's, and of the Parcel 11 Owner, if and when such Owner comes to be Wal-Mart Stores, Inc., shall be as is shown below (until such addresses are changed as provided in said Paragraph 9.15):

Master Parcel Owner:

2DF
c/o Fred W. Fairclough, Jr.
349 South 200 East, Suite 440
Salt Lake City, Utah 84111

Parcel 2 Owner:

Cherry Palm Limited
9060 Santa Monica Blvd., Suite 204
Los Angeles, California 90069

Parcel 4 Owner (if and when becomes Skipper's):

Skipper's, Inc.
14450 NE 29th Place, Suite 200
Bellevue, Washington 98007
Attn: Real Estate Dept.

Parcel 5 Owner (if and when becomes McDonald's):

McDonald's Corporation
One McDonald's Plaza
Oak Brook, Illinois 60521

Parcel 8 Owner:

World Enterprises
c/o Elden Kingston
3753 South State Street
Salt Lake City, Utah 84115

Parcel 11 Owner (if and when becomes Wal-Mart Stores, Inc.):

Wal-Mart Stores, Inc.
702 S.W. 8th Street
Bentonville, Arkansas 72716
Attn: President

Parcel 13 Owners:

World Enterprises
c/o Elden Kingston
3753 South State Street
Salt Lake City, Utah 84115

and

Elden Kingston
3753 South State Street
Salt Lake City, Utah 84115

NN. Amendment to Paragraph 9.17. The first sentence of Paragraph 9.17 of the Declaration is deleted and is replaced with the following provision:

"If any Owner or ground lessee of any portion of the Shopping Center [other than: (a) The Master Parcel Owner; (b) The Parcel 2 Owner in connection with a sale (i) to HomeClub, Inc., a Delaware corporation, (ii) to a Parcel 2 Affiliate, or (iii) which is the first sale of Parcel 2 (after the conveyance of Parcel 2 by Declarant) and which is consummated within one (1) year from the date of the recording of the Declaration; or (c) The Owner of Parcel 4, 5, 8, 11, or 13, if such Owner is a Qualified Owner as regards such Parcel] (for purposes of Paragraphs 9.17 and 9.18 only, such Owner or ground lessee of any such Parcel is

referred to as a "Transferor") desires to sell, assign, transfer, or otherwise dispose of all or any part of its interest in and to a Parcel pursuant to a bona fide third party offer, the Transferor shall first offer such interest to the Master Parcel Owner by delivering to the Master Parcel Owner an Offering Notice in accordance with this Paragraph."

OO. Amendment to Paragraph 9.18. Paragraph 9.18 of the Declaration is amended by the addition of the following new subparagraph (e) at the end of such Paragraph 9.18:

"(e) Notwithstanding any other provision hereof, no right on the part of the Master Parcel Owner under this Paragraph 9.18 to purchase Parcel 4, 5, 8, 11, or 13 shall apply if, at the time the Master Parcel Owner would otherwise have such right, the Owner of the Parcel in question is a Qualified Owner thereof."

PP. No Need for Parcel 2 Occupant Consent. Cherry Palm hereby represents and warrants to each of the other parties hereto that: (a) There has been no assignment by the Parcel 2 Owner to the Parcel 2 Occupant or to the lessee under the "Home Club Lease" affecting Parcel 2 of any right to approve of, consent to, or be a necessary signatory to this First Amendment or any document having any of the characteristics or effects of this First Amendment; and (b) It is not necessary for this First Amendment to be executed by the Parcel 2 Occupant or by the lessee under the "Home Club Lease" affecting Parcel 2 in order for the provisions of this First Amendment, or any of them, to be effective and enforceable against the interests and estates in the Shopping Center held by all persons, including the Parcel 2 Occupant/lessee under the "Home Club Lease".

QQ. Definitions. Any capitalized term used in this First Amendment which is defined in the Declaration shall have the same meaning herein, unless a contrary intention is expressed.

RR. Continuation of Declaration and Additional Road Easement Grant as Amended. The Declaration and the Additional Road Easement Grant are each intended to be and are amended and modified by the provisions of this First Amendment, and hereafter the Declaration and the Additional Road Easement Grant shall each be considered and construed together with this First Amendment. In the event of any inconsistency between this First Amendment, on the one hand, and the Declaration or the Additional Road Easement Grant, on the other, this First Amendment shall control and shall, whether or not an intention to amend is expressed elsewhere in this First Amendment, be deemed to amend the Declaration and the

Additional Road Easement Grant to the extent necessary to eliminate the inconsistency. As modified by this First Amendment, all of the "Restrictions" provided for in the Declaration shall be and remain in full force and effect and shall affect the interests and estates in the Shopping Center held by all persons. As modified by this First Amendment, the Additional Road Easement provided for in the Additional Road Easement Grant shall be and remain in full force and effect.

SS. Interpretation. The captions which precede the Sections of this First Amendment are for convenience only and shall in no way affect the manner in which any provision hereof is construed. Whenever the context or circumstance so requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, and any gender shall include both other genders. This First Amendment may be executed in several counterparts, each of which shall be deemed to be an original but all of which may be and shall be taken together as a single document.

DATED (for purposes of identification) as of October 20, 1990, and executed by the parties hereto on the respective dates appearing below.

EXECUTED on this 29 day of November, 1990 by 2DF, a Utah General Partnership ("2DF").

"2DF":

2DF, a Utah General Partnership

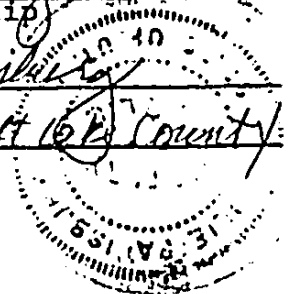
By [Signature], Partner
HERMAN L. FRANKS
By [Signature], Partner
WILLIAM M. WITHLIN
By [Signature], Partner
FRED W. FAIRCLOUGH, JR.

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

The foregoing instrument was acknowledged before me this 29 day of November, 1990 by William M. Withlin, Herman L. Franks, and Fred W. Fairclough, Jr. each of whom is a Partner in 2DF, a Utah General Partnership.

My Commission Expires: 1994

[Signature]
Notary Public
Residing at: Salt Lake County



BK6275PG1993

EXECUTED on this 30th day of November, 1990 by
WORLD ENTERPRISES, a Nevada Corporation ("World").

"World":

WORLD ENTERPRISES, a Nevada
Corporation

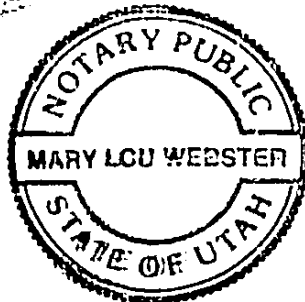
By Elden Kingston
Elden Kingston, President

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

The foregoing instrument was acknowledged before me this
30th day of November, 1990 by ELDEN KINGSTON, the
President of WORLD ENTERPRISES, a Nevada Corporation.

My Commission Expires:
8-19-91

Mary Lou Webster
Notary Public
Residing at: Red Lake County, ID



EXECUTED on this 30th day of November, 1990 by
ELDEN KINGSTON ("Kingston").

"Kingston":

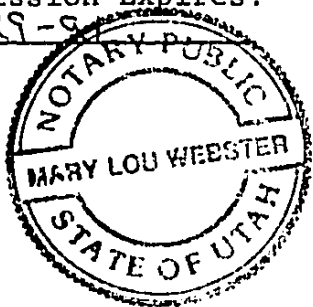
Elden Kingston
Elden Kingston

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

The foregoing instrument was acknowledged before me this
30th day of November, 1990 by ELDEN KINGSTON.

My Commission Expires:

8-19-91



Mary Lou Webster
Notary Public
Residing at: Red Tail Canyon

EXHIBIT A

"Phase 1a" of the "Shopping Center" consists of the following-described realty situated in Salt Lake County, Utah:

BEGINNING at a point that is South $00^{\circ}03'47''$ East 639.373 feet and North $89^{\circ}56'13''$ East 53.00 feet to the East right-of-way line of Redwood Road from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence East 585.627 feet; thence South 61.187 feet; thence East 218.585 feet; thence South 634.153 feet to the North line of 5600 South Street; thence along said right-of-way South $89^{\circ}53'12''$ West 413.473 feet; thence North $87^{\circ}49'22''$ West 175.140 feet; thence South $39^{\circ}53'12''$ West 184.941 feet to a point of a 30.00 foot radius curve to the right (bearing to the center of curve bears North $00^{\circ}06'47''$ West); thence along the arc of said curve 47.150 feet to the East right-of-way line of Redwood Road; thence North $00^{\circ}03'47''$ West 659.903 feet to the point of BEGINNING. Contains 543,888.3 square feet equal to 12.486 acres. Basis of bearing is from the North Quarter Corner to the Center of Section 15, which is South $00^{\circ}03'47''$ East.

RK6275PG1997

EXHIBIT B

"Phase 1b" of the "Shopping Center," as such Phase 1b was formerly defined and constituted, consisted of the following-described realty situated in Salt Lake County, Utah:

BEGINNING at a point that is South 79.851 feet and East 78.068 feet to the South right-of-way line of 5400 South Street from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°53'30" East 272.00 feet to a point on a 11,359.00 foot radius curve to the right (bearing to the center of curve bears South 00°06'30" East); thence southeasterly 507.997 feet along the arc of said curve; thence South 610.768 feet; thence West 218.585 feet; thence North 61.187 feet; thence West 585.627 feet to the East line of Redwood Road; thence North 00°03'47" West 534.436 feet to a point 25.00 foot radius curve to the right (bearing to the center of curve bears North 89°56'13" East); thence northeasterly 39.250 feet to the point of BEGINNING. Contains 461,992.5 square feet equal to 10.606 acres. Basis of bearing is from the North Quarter Corner to the Center of Section 15, which is South 00°03'47" East.

EX 6275 PG 1958

EXHIBIT C

The "Additional Road Easement" included in the "Shopping Center" consists of an easement over certain property pursuant to that certain "Grant of Additional Road Easement" recorded in the office of the County Recorder of Salt Lake County, Utah, on December 16, 1988 as Entry No. 4715100 in Book 6089 at Page 2818. The property over which such Additional Road Easement formerly extended consisted of the following-described realty situated in Salt Lake County, Utah:

BEGINNING at a point that is South 311.734 feet and East 857.916 feet from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence East 436.188 feet to the West right-of-way line of 1500 West Street; thence along said 1500 West Street South 01°38'12" East 40.016 feet; thence leaving said West right-of-way line West 437.331 feet; thence North 40.000 feet to the point of BEGINNING. Contains 17,470.4 square feet or 0.401 acres. Basis of bearing is from the North Quarter Corner to the Center of Section 15, which is South 00°03'47" East.

EX 6275 PG 1999

EXHIBIT D

"Phase II" as referred to and identified in the Declaration consists of the following-described realty situated in Salt Lake County, Utah:

A parcel of land located in the Northeast Quarter of Section 15, Township 2 South, Range 1 West, Salt Lake Meridian, being further described as follows:

BEGINNING at a point on the South right-of-way line of 5400 South Street, said point of beginning being 100.000 feet South of the Center Line of said 5400 South Street, said point also being South 89.734 feet and East 857.916 feet, said point also lying on a 11359.000 foot radius curve to the right, bearing to radius point being South 02°27'15" West; thence along the arc of said curve 113.192 feet through a central angle of 00°34'15"; thence South 86°58'30" East 181.100 feet to the beginning of a 23018.300 foot radius curve to the right, bearing to radius point being South 03°01'30" West; thence along the arc of said curve 142.526 feet through a central angle of 00°21'17" to the West right-of-way line of 1500 West Street; thence South 202.460 feet; thence South 01°38'12" East 175.071 feet; thence South 819.590 feet to the beginning of a 25.000 radius curve to the right, bearing to radius point being due West; thence along the arc of said curve 39.220 feet through a central angle of 89°53'12" to a point on the Northerly right-of-way line of 5600 South Street; thence along said Northerly right-of-way line South 89°53'12" West 416.311 feet; thence North 1244.921 feet more or less to the point of BEGINNING. Containing 12.458 acres, more or less. Basis of bearing being the North line of the Northeast quarter of said Section 15, which has a bearing of North 89°53'30" East.

EX 6275 PG 2000

EXHIBIT E - REVISED
(Revised Site Plan)

The Revised Site Plan consists of the following sheets 2 through 19. The hash marks with hand-written encircled letters at each end that appear on the following sheets are match points to assist in piecing together the separate parts of the Revised Site Plan.

- REVISED

PARCEL NO. 13

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 5400 SOUTH STREET, SAID POINT BEING SOUTH 100.341 FEET AND EAST 1069.331 FEET FROM THE NORTH QUARTER CORNER OF SAID SECTION 15, SAID POINT LYING 100 FEET SOUTH OF THE CENTER LINE OF 5400 SOUTH; THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTH $88^{\circ}58'30''$ EAST 82.010 FEET TO THE BEGINNING OF A 23018.300 FOOT RADIUS CURVE TO THE LEFT, BEARING TO RADIUS POINT BEING NORTH $03^{\circ}01'30''$ EAST; THENCE ALONG ARC OF SAID CURVE 142.526 FEET THROUGH A CENTRAL ANGLE OF $00^{\circ}21'17''$ TO THE WEST RIGHT-OF-WAY LINE OF 1500 WEST STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE DUE SOUTH 199.953 FEET; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE DUE WEST 224.845 FEET; THENCE DUE NORTH 211.394 FEET TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING AN AREA OF 1.061 ACRES MORE OR LESS, BASIS OF BEARING BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, WHICH HAS A BEARING OF NORTH $89^{\circ}53'30''$ EAST.

(A)

NEW PHASE 1b LEGAL (OVERALL)

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 5400 SOUTH STREET, SAID POINT BEING SOUTH 78.051 FEET AND EAST 78.088 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO LYING 100 FEET SOUTH OF THE CENTER LINE OF 5400 SOUTH; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH $89^{\circ}53'30''$ EAST 272.000 FEET TO THE BEGINNING OF A 11350.000 FOOT RADIUS CURVE TO THE RIGHT, BEARING TO RADIUS POINT BEING SOUTH $00^{\circ}06'30''$ EAST; THENCE ALONG ARC OF SAID CURVE 621.109 FEET THROUGH A CENTRAL ANGLE OF $03^{\circ}08'00''$; THENCE SOUTH $88^{\circ}58'30''$ EAST 161.100 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE BEGINNING OF A 23018.300 FOOT RADIUS CURVE TO THE LEFT, BEARING TO RADIUS POINT BEING NORTH $03^{\circ}01'30''$ EAST; THENCE ALONG ARC OF SAID CURVE 142.526 FEET THROUGH A CENTRAL ANGLE OF $00^{\circ}21'17''$ TO THE WEST RIGHT-OF-WAY LINE OF 1500 WEST STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE DUE SOUTH 199.953 FEET; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE DUE WEST 224.845 FEET; THENCE DUE SOUTH 332.500 FEET; THENCE SOUTH $45^{\circ}00'00''$ WEST 88.995 FEET; THENCE DUE WEST 108.415 FEET; THENCE SOUTH $44^{\circ}11'34''$ WEST 50.210 FEET; THENCE DUE NORTH 69.813 FEET TO A POINT COMMON WITH THE NORTHEAST CORNER OF PARCEL NUMBER 2; THENCE DUE WEST 218.585 FEET; THENCE DUE NORTH 61.187 FEET; THENCE DUE WEST 585.627 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF REDWOOD ROAD, THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH $00^{\circ}03'47''$ WEST 534.436 FEET TO THE BEGINNING OF A 25,000 FOOT RADIUS CURVE TO THE RIGHT, BEARING CURVE TO RADIUS POINT BEING NORTH $89^{\circ}56'13''$ EAST; THENCE ALONG THE ARC OF SAID CURVE 39.250 FEET THROUGH A CENTRAL ANGLE OF $89^{\circ}57'17''$ TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 14.729 ACRES MORE OR LESS, BASIS OF BEARING BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, WHICH HAS A BEARING OF NORTH $89^{\circ}53'30''$ EAST.

(B)

PHASE 1B EXPANSION AREA
(INCLUDED IN OVERALL) (B)

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 5400 SOUTH STREET, SAID POINT BEING SOUTH 89.734 FEET AND EAST 857.916 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO LYING 100 FEET SOUTH OF THE CENTER LINE OF 5400 SOUTH; THENCE ALONG SAID RIGHT-OF-WAY LINE EASTERLY FROM SAID POINT OF BEGINNING ON A 11359.000 FOOT RADIUS CURVE TO THE RIGHT, BEARING TO RADIUS POINT BEING SOUTH 02° 27'15" WEST; THENCE ALONG ARC OF SAID CURVE 113.192 FEET THROUGH A CENTRAL ANGLE OF 00°34'15"; THENCE SOUTH 86°58'30" EAST 191.100 FEET ALONG SAID SOUTH RIGHT-OF-WAY LINE TO THE BEGINNING OF A 23012.300 FOOT RADIUS CURVE TO THE LEFT, BEARING TO RADIUS POINT BEING NORTH 03° 01'30" EAST; THENCE ALONG ARC OF SAID CURVE 142.526 FEET THROUGH A CENTRAL ANGLE OF 00°21'17" TO THE WEST RIGHT-OF-WAY LINE OF 1500 WEST STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE DUE SOUTH 199.953 FEET; THENCE DEPARTING FROM SAID RIGHT-OF-WAY LINE DUE WEST 224.845 FEET; THENCE DUE SOUTH 332.580 FEET; THENCE SOUTH 45°00'00" WEST 98.995 FEET; THENCE DUE WEST 108.415 FEET; THENCE SOUTH 44°11'34" WEST 50.210 FEET; THENCE DUE NORTH 89.813 FEET TO A POINT COMMON WITH THE NORTHEAST CORNER OF PARCEL NUMBER 2; THENCE DUE NORTH 610.788 FEET TO THE POINT OF BEGINNING. CONTAINS AN AREA OF 179,887 SQUARE FEET OR 4.123 ACRES MORE OR LESS. BASIS OF BEARING BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, WHICH HAS A BEARING OF NORTH 89°53'30" EAST.

Parcel 1

BEGINNING at a point that is South 00°03'47" East 873.788 feet along the section line and North 89°56'13" East 83.00 feet to the East right-of-way line of Redwood Road from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°56'13" East 190.001 feet; thence North 00°03'47" West 33.715 feet; thence East 203.990 feet; thence South 10.00 feet; thence East 175.50 feet; thence North 80.00 feet; thence East 25.741 feet; thence North 89.813 feet; thence East 308.779 feet; thence South 634.157 feet to the North right-of-way line of 5600 South street; thence along said North right-of-way line South 89°53'12" West 413.473 feet; thence North 87°49'22" West 175.14 feet; thence South 89°53'12" West 24.966 feet; thence leaving said North right-of-way line on 5600 South; thence North 00°03'47" West 210.00 feet; thence South 89°56'13" West 190.001 feet to the East right-of-way line of Redwood Road; thence along said East right-of-way line North 00°03'47" West 42.00 feet; thence North 89°56'13" East 175.00 feet; thence North 00°03'47" West 150.00 feet; thence South 89°56'13" West 175.00 feet to the East right-of-way line of Redwood Road; thence along said East right-of-way line of Redwood Road North 00°03'47" West 33.338 feet to the point of beginning. Contains 352567.7 square feet, or 8.093 acres. Basis of bearing is from the North Quarter Corner to the Center of Section 15, which is South 00°03'47" East. (F)

Parcel 1

BEGINNING at a point that is South 00°03'47" East 1119.136 feet and North 89°56'13" East 53.00 feet to the East right-of-way line of Redwood Road from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°56'13" East 190.001 feet; thence South 00°03'47" East 210.00 feet to the North right-of-way line of 3600 South Street; thence along said North right-of-way line South 89°53'12" West 159.375 feet to a point of a 30.00 radius curve to the right (bearing to the center of curve is North 00°06'47" West); thence Northwestwardly along the arc of the curve 47.15 feet to the East right-of-way line of Redwood Road; thence along said East right-of-way line North 00°03'47" West 180.14 feet to the point of beginning. Contains 19722.1 square feet, or 0.912 acres. Basis of bearings is from the North Quarter Corner of Section 15 to the Center of Section 15, which is South 00°03'47" East.

F

Parcel 4

BEGINNING at a point that is South 00°03'47" East 927.136 feet and North 89°56'13" East 53.00 feet to the East right-of-way line of Redwood Road from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°56'13" East 175.00 feet; thence South 00°03'47" East 150.00 feet; thence South 89°56'13" West 175.00 feet to the East right-of-way line of Redwood Road; thence along said East line North 00°03'47" West 150.00 feet to the point of beginning. Contains 26250.00 square feet, or 0.603 acres. Basis of bearing is from the North Quarter Corner to the Center of Section 15, which is South 00°03'47" East.

Parcel 3

BEGINNING at a point that is South 00°03'47" East 873.798 feet and North 89°56'13" East 53.00 feet to the East right-of-way line of Redwood Road from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence along said East line of Redwood Road North 00°03'47" West 222.522 feet; thence North 89°56'13" East 190.001 feet; thence South 00°03'47" East 222.522 feet; thence South 89°56'13" West 190.001 feet to the point of beginning and the East line of Redwood Road. Contains 42,279 square feet, or 0.971 acres. Basis of bearing is from the North Quarter Corner of Section 15, to the Center of Section 15 which is South 00°03'47" East.

G

CENTRE
OCTOBER 3, 1990

Sheet Number

C-1

of

SINGLE FAMILY)

EXHIBIT "E"

PARCEL NO. 11

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 5400 SOUTH STREET, SAID POINT BEING SOUTH 78.851 FEET AND EAST 78.088 FEET AND NORTH 89°53'30" EAST 190.020 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, S.L.B. & M. SAID POINT LYING 100 FEET SOUTH OF THE CENTER LINE OF 5400 SOUTH; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 89°53'30" EAST 81.980 FEET TO THE BEGINNING OF A 11359.000 FOOT RADIUS CURVE TO THE RIGHT, BEARING TO RADIUS POINT BEING SOUTH 00° 06'30" EAST; THENCE ALONG ARC OF SAID CURVE 821.189 FEET THROUGH A CENTRAL ANGLE OF 03°08'00"; THENCE SOUTH 88°58'30" EAST 98.490 FEET; THENCE DUE SOUTH 583.973 FEET; THENCE SOUTH 45°00'00" WEST 98.995 FEET; THENCE DUE WEST 108.415 FEET; THENCE SOUTH 44°11'30" WEST 50.210 FEET; THENCE DUE NORTH 89.813 FEET TO A POINT COMMON WITH THE NORTHEAST CORNER OF PARCEL NUMBER 2; THENCE DUE WEST 218.585 FEET; THENCE DUE NORTH 81.187 FEET; THENCE DUE WEST 585.827 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF REDWOOD ROAD. THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00°03'47" WEST 369.418 FEET; THENCE FROM SAID RIGHT-OF-WAY LINE NORTH 89°53'30" EAST 215.000 FEET; THENCE NORTH 00°03'47" WEST 190.000 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING AN AREA OF 12.733 ACRES MORE OR LESS. BASIS OF BEARING BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, WHICH HAS A BEARING OF NORTH 89°53'30" EAST. (A)

PARCEL NO. 8

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF 5400 SOUTH STREET, SAID POINT BEING SOUTH 78.851 FEET AND EAST 78.088 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT ALSO LYING 100 FEET SOUTH OF THE CENTER LINE OF 5400 SOUTH; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 89°53'30" EAST 190.020 FEET; THENCE SOUTH 00°03'47" EAST 190.000 FEET; THENCE SOUTH 89°53'30" WEST 215.000 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF REDWOOD ROAD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00°03'47" WEST 185.020 FEET TO THE BEGINNING OF A 25,000 FOOT RADIUS CURVE TO THE RIGHT, BEARING TO RADIUS POINT BEING NORTH 89°56'13" EAST; THENCE ALONG THE ARC OF SAID CURVE 39.250 FEET THROUGH A CENTRAL ANGLE OF 89°57'17" TO THE POINT OF BEGINNING. CONTAINING AN AREA OF 0.935 ACRES MORE OR LESS. BASIS OF BEARING BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, WHICH HAS A BEARING OF NORTH 89°53'30" EAST. (J)

15 FOOT SET BACK EASEMENT

BEGINNING AT A POINT THAT IS EAST 857.818 FEET AND SOUTH 700.522 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE EAST 18.000 FEET; THENCE SOUTH 834.123 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 8410 SOUTH STREET; THENCE SOUTH 89°53'12" WEST 18.000 FEET; THENCE NORTH 834.153 FEET TO THE POINT OF BEGINNING. CONTAINS 0.512 SQUARE FEET OR 0.218 ACRES. (C)

REVISED ADDITIONAL ROAD EASEMENT

BEGINNING AT A POINT THAT IS SOUTH 311.735 FEET AND EAST 1089.331 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE EAST 224.945 FEET TO THE WEST RIGHT-OF-WAY LINE OF 1000 WEST STREET; THENCE ALONG SAID WEST RIGHT-OF-WAY LINE SOUTH 2.507 FEET; THENCE SOUTH 01°38'12" EAST 37.508 FEET; THENCE LEAVING SAID WEST RIGHT-OF-WAY LINE WEST 225.918 FEET; THENCE NORTH 40.000 FEET TO THE POINT OF BEGINNING. CONTAINS 9,014 SQUARE FEET OR 0.208 ACRES. BASIS OF BEARINGS IS FROM THE NORTH QUARTER CORNER TO THE CENTER OF SECTION 15, WHICH HAS A BEARING OF SOUTH 00°03'47" EAST.

SERVICE ROAD AREA NO. 1

BEGINNING AT A POINT THAT IS SOUTH 311.735 FEET AND EAST 1089.331 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE DUE SOUTH 352.500 FEET; THENCE SOUTH 45°00'00" WEST 98.995 FEET; THENCE DUE WEST 106.415 FEET; THENCE SOUTH 44°11'34" WEST 50.210 FEET THENCE DUE NORTH 96.001 FEET; THENCE DUE EAST 116.562 FEET; THENCE NORTH 46°00'00" EAST 91.718 FEET; THENCE DUE NORTH 297.727 FEET; THENCE DUE EAST 30.000 FEET TO THE POINT OF BEGINNING. CONTAINS AN AREA OF 23,845 SQUARE FEET OR .547 ACRES MORE OR LESS. BASIS OF BEARING BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, WHICH HAS A BEARING OF NORTH 89°53'30" EAST.

SERVICE ROAD AREA NO. 2

BEGINNING AT A POINT THAT IS SOUTH 839.314 FEET AND EAST 857.918 FEET FROM THE NORTH QUARTER CORNER OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE DUE SOUTH 61.187 FEET; THENCE DUE WEST 218.535 FEET; THENCE DUE NORTH 61.187 FEET; THENCE DUE EAST 218.535 FEET TO THE POINT OF BEGINNING. CONTAINS AN AREA OF 13,374 SQUARE FEET OR 0.307 ACRES MORE OR LESS. BASIS OF BEARINGS BEING THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15, WHICH HAS A BEARING OF NORTH 89°53'30" EAST.

PHASE 1a

BEGINNING at a point that is South 00°03'47" East 639.373 feet and North 89°53'12" East 87.00 feet to the East right-of-way line of Redwood Road from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence East 385.627 feet; thence South 61.187 feet; thence East 218.535 feet; thence South 634.153 feet to the North line of 5600 South Street; thence along said right-of-way South 89°53'12" West 413.473 feet; thence North 87°49'32" West 175.140 feet; thence South 89°53'12" West 184.941 feet to a point of a 30.00 foot radius curve to the right (leaving to the center of curve bears North 00°03'47" West); thence along the arc of said curve 47.150 feet to the East right-of-way line of Redwood Road; thence North 00°03'47" West 659.903 feet to the point of beginning. Contains 343,688.3 square feet equal to 12.486 acres. Basis of bearing is from the North Quarter Corner to the Center of Section 15, which is South 00°03'47" East.

ALL APARTMENTS

FORMER PHASE 1B

BEGINNING at a point that is South 79.851 feet and East 78.068 feet to the South right-of-way line of 3400 South Street from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°53'30" East 272.00 feet to a point on a 11,339.00 foot radius curve to the right (bearing to the center of curve bears South 00°06'30" East); thence southeasterly 807.907 feet along the arc of said curve; thence South 61.768 feet; thence West 318.582 feet; thence North 61.187 feet; thence West 585.627 feet to the East line of Redwood Road; thence North 00°03'47" East 234.436 feet to a point 25.00 foot radius curve to the right (bearing to the center of curve bears North 89°56'13" East); thence northeasterly 39.250 feet to the point of beginning. Contains 461,892.8 square feet equal to 10.608 acres. Basis of bearing is from the North Quarter Corner to the Center of Section 15, which is South 00°03'47" East.

PARCEL 1

BEGINNING at a point that is South 00°03'47" East 439.373 feet and North 89°56'13" East 83.00 feet to the East right-of-way line of Redwood Road from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence East 585.627 feet; thence South 61.187 feet; thence East 9.846 feet; thence South 69.813 feet; thence West 25.761 feet; thence South 83.00 feet; thence West 178.50 feet; thence North 10.036 feet; thence West 203.890 feet; thence North 00°03'47" West 189.307 feet; thence South 89°56'13" West 190.001 feet to the East right-of-way line of Redwood Road; thence along said East right-of-way North 00°03'47" West 11.903 feet to the point of beginning. Contains 83068.7 square feet, or 1.907 acres. Basis of bearing is from the North Quarter Corner to the Center of Section 15, which is South 00°03'47" East.

SHOPPING CENTER MONUMENT SIGN

CENTER OF SECTION 15
T.2 S., R.1 W.
S.L.B. AND M.

$\Delta = 90^{\circ}03'00''$
 $R = 30.00'$
 $C = 42.445'$
 $L = 47.15'$

LY CENTER

ENGINEERING

LAKE CITY

CROSSLTOWNE
REVISED SITE PLAN

BR 6275962007

CROSSPOINTE SUBDIVISION (S

$\Delta=89^{\circ}53'12''$
 $R=25.00'$
 $L=39.22'$
 $C=35.32'$

CROSTOWNE
CENTRE

5400 SOUTH REDWOOD ROAD

DEVELOPER: 2DF, A GENERAL PARTNERSHIP

349 SOUTH 200 EAST, SUITE 420

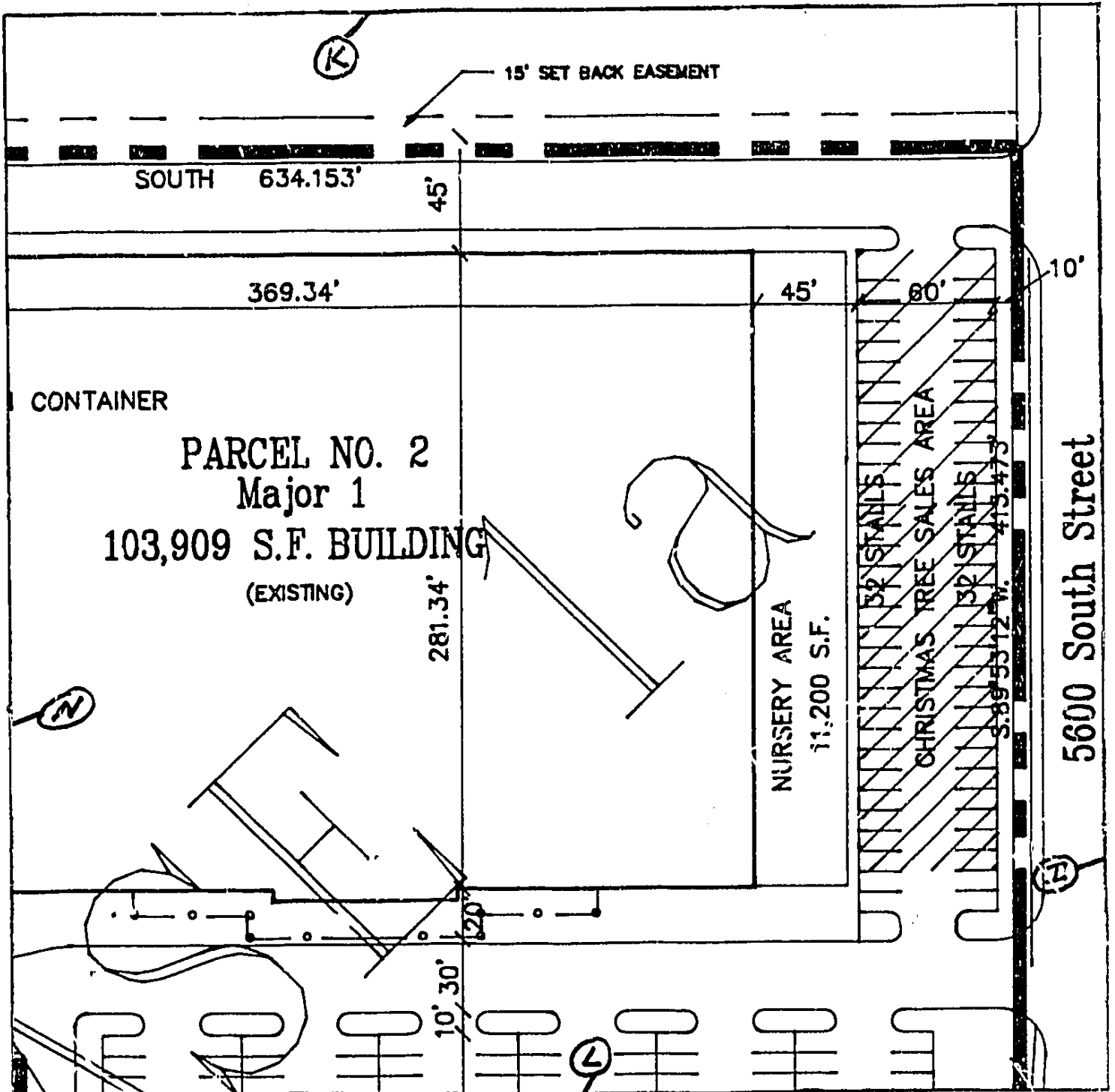
SALT LAKE CITY, UTAH (TELE 1-801-532-2619)

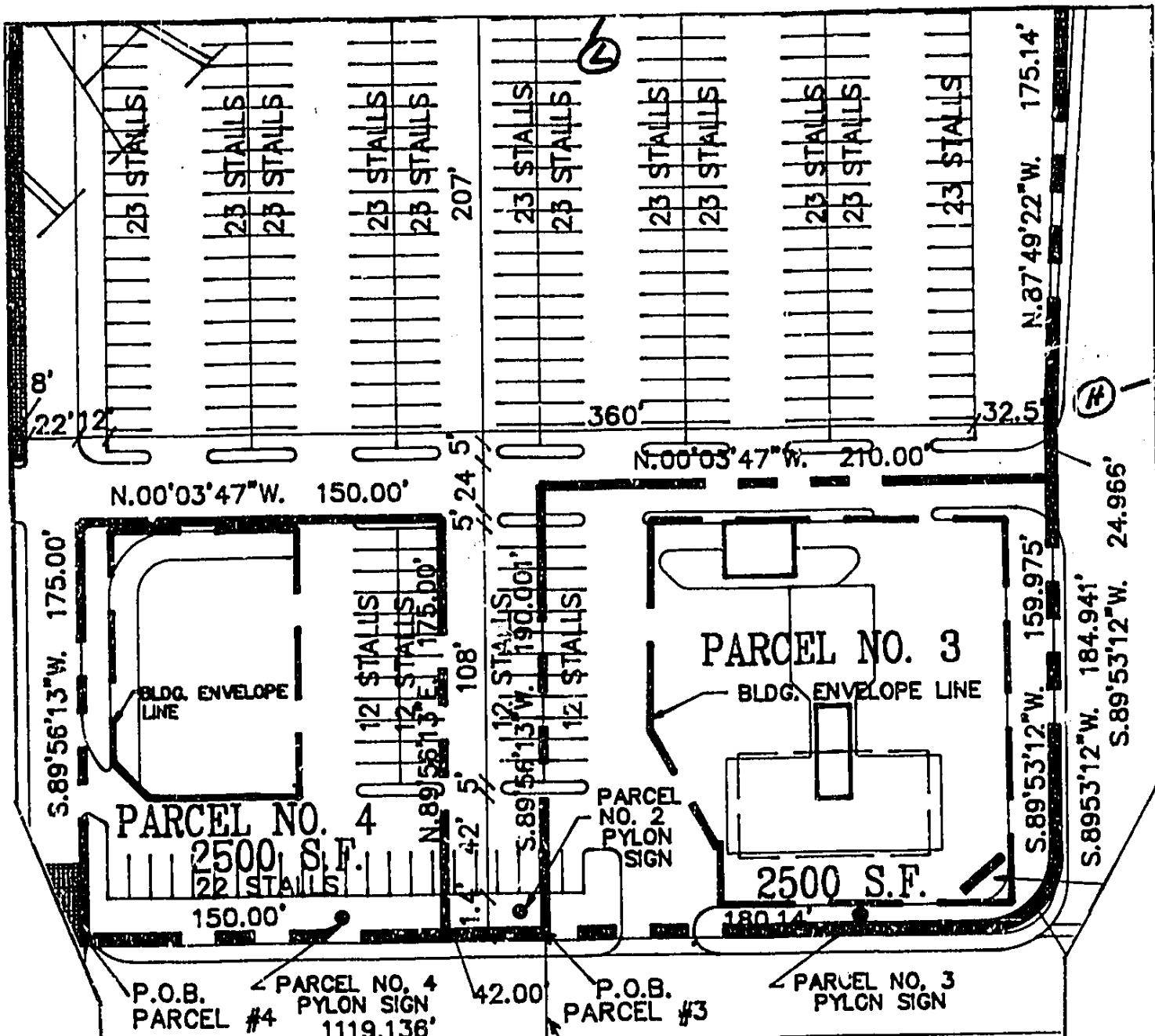
IMPROVED
DEVELOPMENT

S.89°53'13"W. 416.311'

(J)

(K)





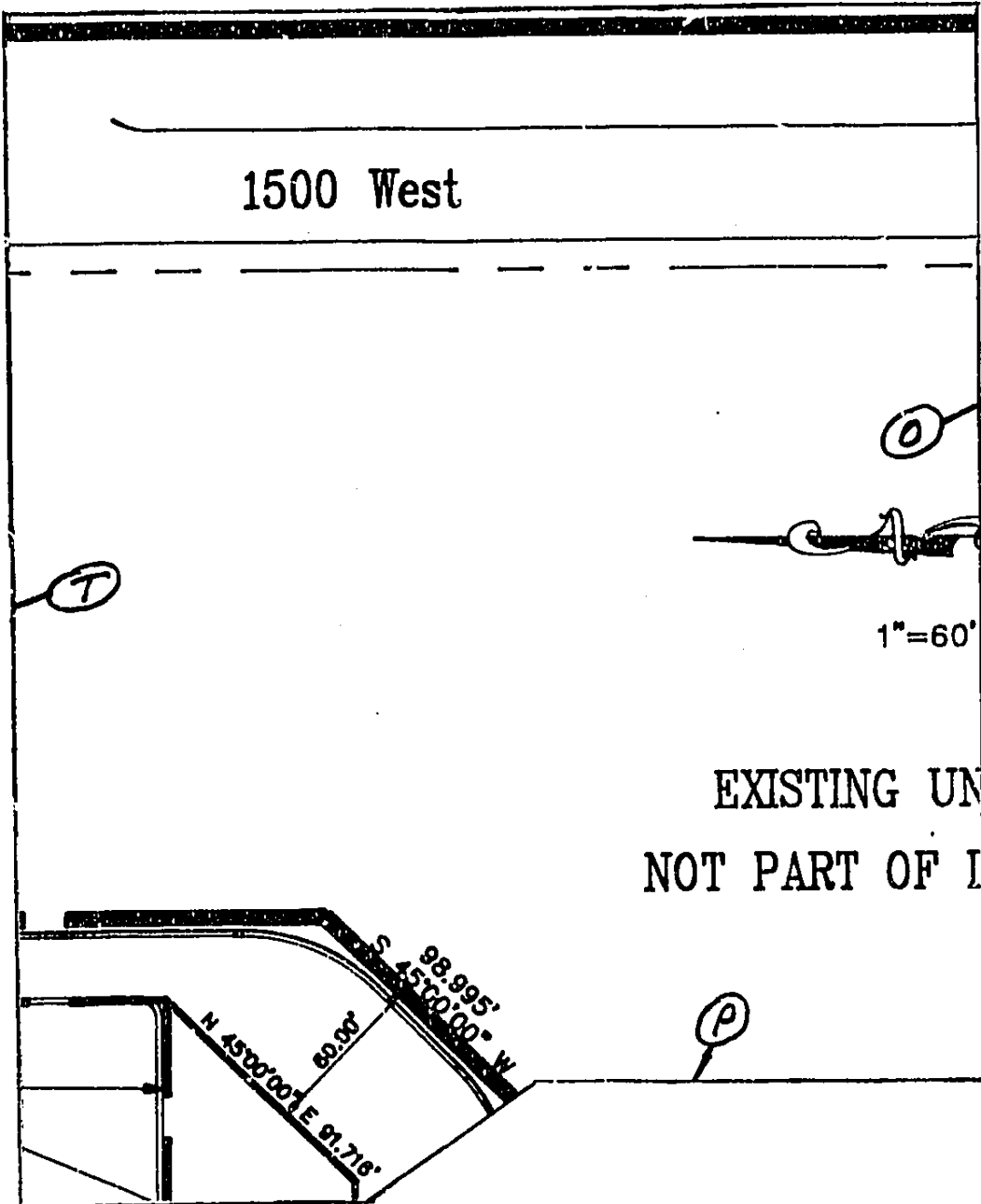
MID VALLEY PART

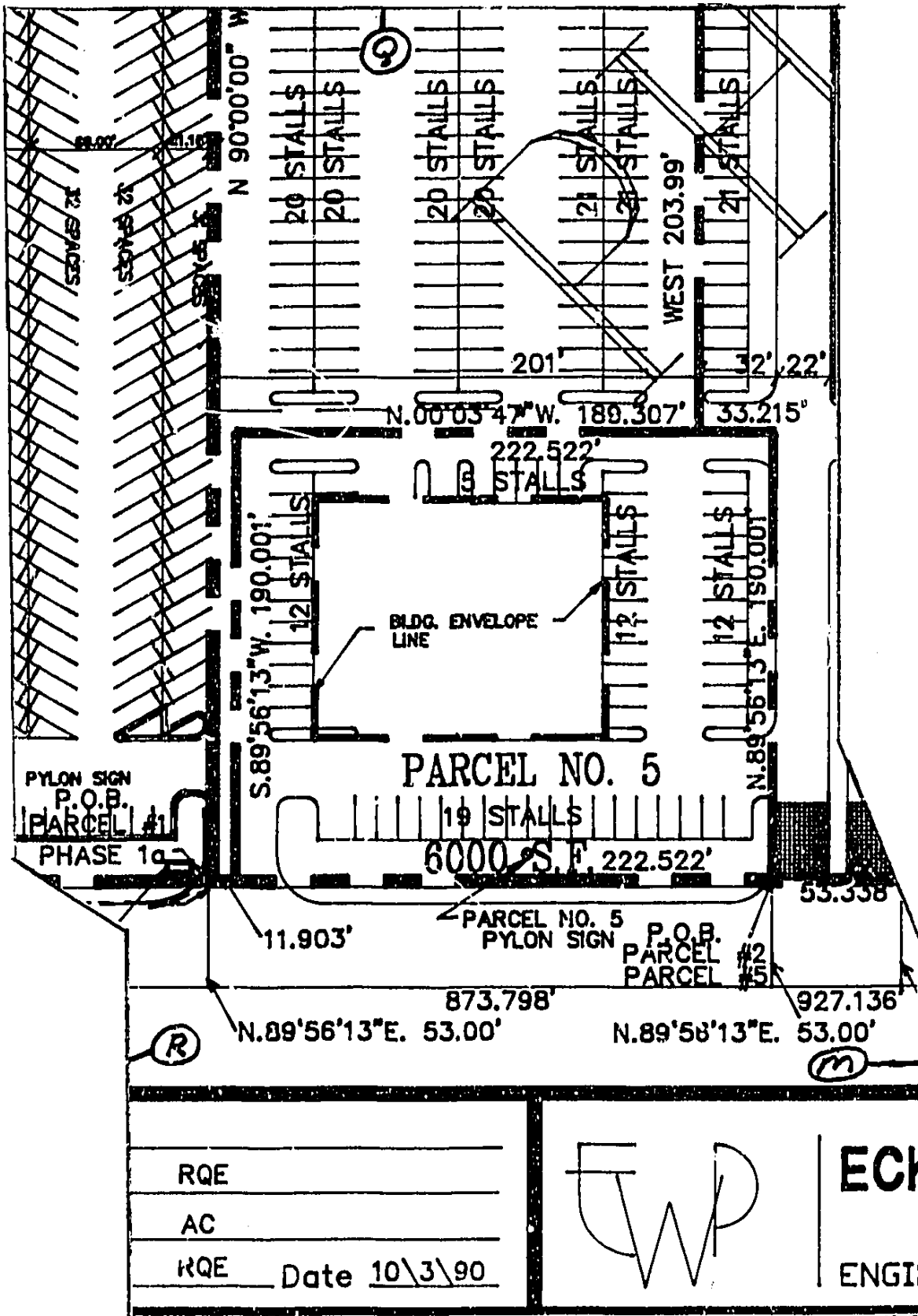
KHOFF WATSON AND PREATOR ENGINEERS

PLANNERS SURVEYORS SALT

BK6275pg2010

1500 West





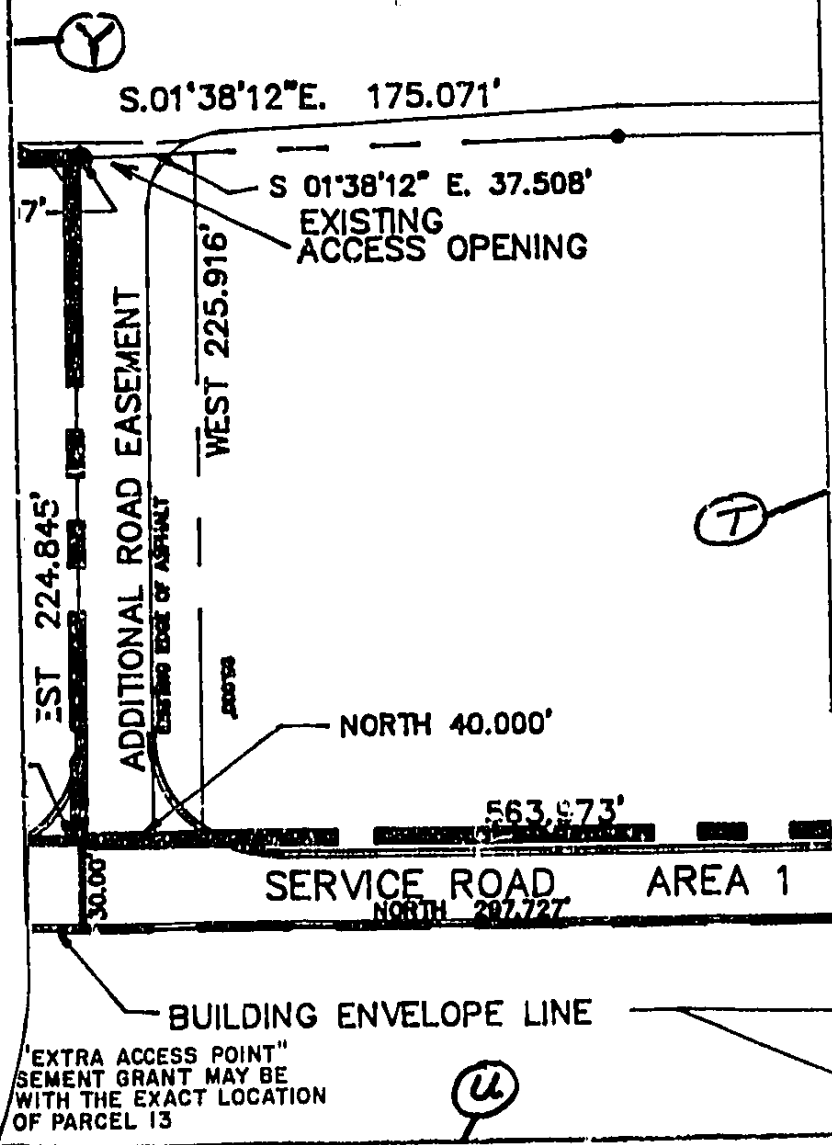
RQE	
AC	
RQE	Date 10/3/90



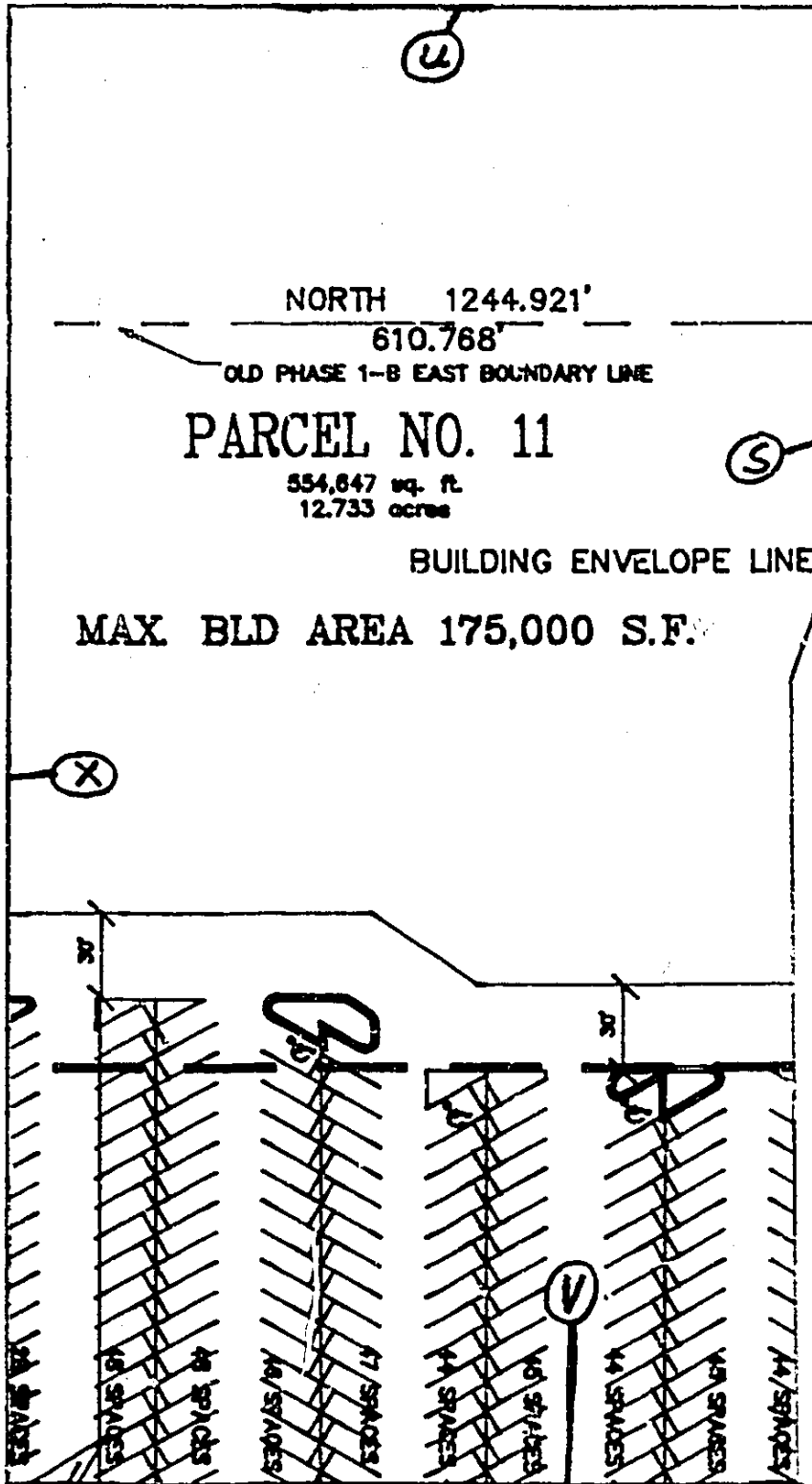
ECK
 ENGI

BK 6215 PG 2013
 BK 6215 PG 2013

TE CONDOMINIUMS



"EXTRA ACCESS POINT"
SEMENT GRANT MAY BE
WITH THE EXACT LOCATION
OF PARCEL 13



CROSSPOINT

SOUTH 202.46'

SOUTH 199.953'

SOUTH 2.50'

PARCEL NO. 13
PYLON SIGN

- A = 00°21'17"
- R = 23,018.30'
- L = 142.526'
- C = 142.526'

PARCEL NO. 13

46,218 SQ. FT.
1.061 ACRES

MAX. BLD AREA 10,000 S.F.

BUILDING ENVELOPE LINE

PARCEL NO. 13
PYLON SIGN

P.O.B.
EASE. DESC
SER. ROAD 1

P.O.B.
PARCEL NO. 13

S. 86°58'30" E. 181.100'

98.490'

211.393'
S. 00°00'00" E

CURB CUT PROVIDING THE
PER ADDITIONAL ROAD EA
LOCATED IN THIS AREA,
DETERMINED BY OWNER.

TAYLORSVILLE HIGH SCHOOL

5400 South Street

CURVE DATA

$\Delta = 03^{\circ}08'00''$
 $R = 11,359.00'$
 $L = 621.189'$
 $C = 621.112'$

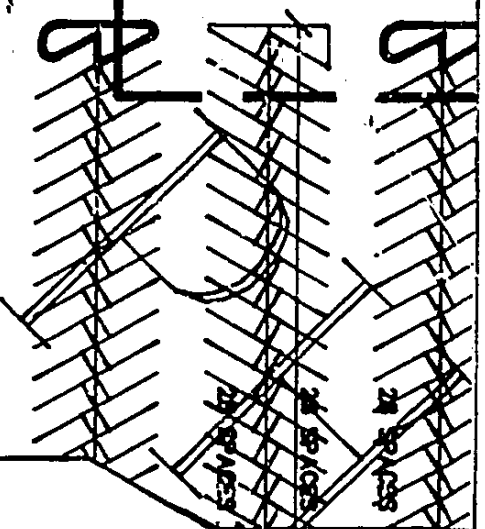
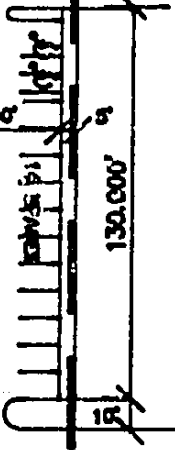
PARCEL 11 PYLON SIGN

(M)

(AA)

13 SPACES

17 SPACES



386.000'

(X)

EXHIBIT F

The part of "Phase II" that is being added to and annexed to the Shopping Center as part of "Phase 1b" consists of the following-described realty situated in Salt Lake County, Utah:

A parcel of land located in the Northeast Quarter of Section 15, Township 2 South, Range 1 West, Salt Lake Base & Meridian, being further described as follows:

BEGINNING at a point on the South right-of-way line of 5400 South Street, said point being South 89.734 feet and East 857.916 feet from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point also lying 100 feet South of the center line of 5400 South; thence along said right-of-way line Easterly from said point of beginning on a 11359.000 foot radius curve to the right, bearing to radius point being South 02°27'15" West; thence along arc of said curve 113.192 feet through a central angle of 00°34'15"; thence South 86°58'30" East 181.100 feet along said South right-of-way line to the beginning of a 23018.300 foot radius curve to the left, bearing to radius point being North 03°01'30" East; thence along arc of said curve 142.526 feet through a central angle of 00°21'17" to the West right-of-way line of 1500 West Street; thence along said West right-of-way line due South 199.953 feet; thence departing from said right-of-way line due West 224.845 feet; thence due South 352.580 feet; thence South 45°00'00" West 98.995 feet; thence due West 106.415 feet; thence South 44°11'34" West 50.210 feet; thence due North 69.813 feet to a point common with the Northeast Corner of Parcel Number 2; thence due North 610.768 feet to the point of BEGINNING. Contains an area of 179,587 square feet or 4.123 acres more or less. Basis of bearing being the North line of the Northeast Quarter of said Section 15, which has a bearing of North 89°53'30" East.

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EXHIBIT G

"Phase 1b" of the "Shopping Center," as such Phase 1b shall hereafter be defined and constituted, consists of the following-described realty situated in Salt Lake County, Utah (the following realty being a combined description of the realty that is separately described on Exhibit B and Exhibit F):

A parcel of land located in the Northeast Quarter of Section 15, Township 2 South, Range 1 West, Salt Lake Base & Meridian, being further described as follows:

BEGINNING at a point on the South right-of-way line of 5400 South Street, said point being South 79.851 feet and East 78.068 feet from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian, said point also lying 100 feet South of the center line of 5400 South; thence along said right-of-way line North 89°53'30" East 272.000 feet to the beginning of a 11359.000 foot radius curve to the right, bearing to radius point being South 00°06'30" East; thence along arc of said curve 621.189 feet through a central angle of 03°08'00"; thence South 86°58'30" East 181.100 feet along said South right-of-way line to the beginning of a 23018.300 foot radius curve to the left, bearing to radius point being North 03°01'30" East; thence along arc of said curve 142.526 feet through a central angle of 00°21'17" to the West right-of-way line of 1500 West Street; thence along said West right-of-way line due South 199.953 feet; thence departing from said right-of-way line due West 224.845 feet; thence due South 352.580 feet; thence South 45°00'00" West 98.995 feet; thence due West 106.415 feet; thence South 44°11'34" West 50.210 feet; thence due North 69.813 feet to a point common with the Northeast corner of Parcel Number 2; thence due West 218.585 feet; thence due North 61.187 feet; thence due West 585.627 feet to the Easterly right-of-way line of Redwood Road. Thence along said Easterly right-of-way line North 00°03'47" West 534.436 feet to the beginning of a 25.000 foot radius curve to the right, bearing curve to radius point being North 89°56'13" East; thence along the arc of said curve 39.250 feet through a central angle of 89°57'17" to the point of BEGINNING. Containing an area of 14.729 acres more or less. Basis of bearing being the North line of the Northeast Quarter of said Section 15, which has a bearing of North 89°53'30" East.

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EXHIBIT H

The property over which the "Additional Road Easement" shall hereafter extend (i.e., after exclusion of that part lying within the realty described on Exhibit F) consists of the following-described realty situated in Salt Lake County, Utah:

BEGINNING at a point that is South 311.735 feet and East 1069.331 feet from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base & Meridian; thence East 224.845 feet to the West right-of-way line of 1500 West Street; thence along said West right-of-way line South 2.507 feet; thence South $01^{\circ}38'12''$ East 37.508 feet; thence leaving said West right-of-way line West 225.916 feet; thence North 40.000 feet to the point of BEGINNING. Contains 9,014 square feet or 0.206 acres. Basis of bearings is from the North Quarter Corner to the Center of Section 15, which has a bearing of South $00^{\circ}03'47''$ East.