

RECORDED AT THE REQUEST OF,
AND AFTER RECORDING RETURN TO:

Richard H. Thornton
JARDINE, LINEBAUGH, BROWN & DUNN
370 East South Temple, Suite 400
Salt Lake City, Utah 84111

ENT 26586 BK 2942 PG 921
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RECORDED FOR SECURITY TITLE AND ABSTRACT

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SECURITY TITLE & ABSTRACT
ACCOUNTANT RECORDING UNIT

Third Amendment to Declaration of Easements,
Covenants and Restrictions Affecting Land (ECR)

THIS AMENDMENT (the "Amendment") is entered into effective the 27th day of March 1992 by and among those "Parties" who execute this Amendment and who have interests in the "Shopping Center" (sometimes referred to as the "Property") (as such terms are defined below).

Recitals:

A. Declaration. Plum Tree Shopping Center, which is located in Provo, Utah County, Utah, is burdened and benefitted by the following documents (collectively the "Declaration" or "ECR"), among others:

A.1. Original Declaration. A "Declaration of Easements, Covenants and Restrictions Affecting Land (ECR)" (the "Original Declaration") that is dated 20 August 1986; that was executed by Granada, Inc., a Utah corporation ("Granada"); and that was recorded in the records of the Utah County, Utah Recorder on 4 September 1986 as entry no. 29349, book 2336, page 258.

A.2. First Amendment. A "First Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land" (the "First Amendment") that is dated 2 April 1987; that was executed by Granada, Plum Tree Associates, a Utah general partnership ("PTA") and others; and that was recorded in the office of the Utah County, Utah Recorder as entry no. 12537, book 2400, page 674.

A.3. Second Amendment. A "Second Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land" that is dated 23 March 1988; that was executed by Granada, PTA and others; and that was recorded in the office of the Utah County, Utah Recorder as entry no. 9917, book 2501, page 907.

All of the capitalized terms that are used in this Amendment shall have the meanings that are set forth for such terms in the Declaration, unless such terms are otherwise defined herein.

B. Consent to Modifications. Subsection B.14.(a) of the Declaration provides that "[the] Declaration may be modified or cancelled only by the written consent of (a) Owners owning eighty percent (80%) of the square footage (including Building Areas and Common Areas) within the Shopping Center and (b) the Supermarket Tenant." The following

LTC 10000(R-0)

parties (the "Parties") comprise all of the current Owners of the Shopping Center and the Supermarket Tenant:

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B.1. Fee Owners. The following parties presently own fee simple title to portions of the Shopping Center, which portions collectively comprise 100% of the square footage in the Shopping Center: (a) New Plum Tree, a Utah general partnership ("NPT"); (b) Shopko Stores, Inc., d/b/a Uvalko Shopko Stores, Inc., a Minnesota corporation ("Shopko"); (c) Peter W. Billings, Jr., trustee of the estate of Granada, Inc., a Utah corporation, debtor, case no. 87C-00693, U.S. Bankruptcy Court, District of Utah, Central Division ("Granada Trustee"); (d) The Training Table Restaurants, Inc., a Utah corporation; and (e) General Mills Restaurants, Inc., a Florida corporation.

B.2. Supermarket Tenant. The following parties, individually or collectively, comprise the Supermarket Tenant: (a) Provo Limited Partnership, a Nevada limited partnership; (b) Fleming Companies, Inc., an Oklahoma corporation; (c) Fleming Foods West, Inc., a California corporation; (d) University Foods, Inc., a Utah corporation; and/or (e) other parties who are successors to the foregoing parties or who hold interests as the Supermarket Tenant.

C. Description of Shopping Center. The Shopping Center is located in Utah County, Utah and is described more particularly on exhibit A that is attached hereto.

D. Intent of Parties. By entering into this Amendment, the parties desire to make the term of the Declaration perpetual.

Agreement:

NOW, THEREFORE, for good and valuable consideration, the legal adequacy of which is hereby acknowledged, the Parties hereby amend the Declaration as follows:

1. Duration of Declaration. Subsection B.14.(d) of the Declaration is hereby amended in its entirety to read as follows:

(d) Duration: Unless otherwise cancelled and terminated, the Declaration and all of the easements, rights and obligations hereof shall be perpetual.

2. Counterparts. For the convenience of the Parties, this Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. Counterpart signature pages from each separate counterpart may be assembled and attached to one original Amendment, which Amendment may then be recorded as one instrument. If this Amendment (a) is not executed by one or more of the parties comprising the Supermarket Tenant (whose lease of the Supermarket building designated on the site plan expires before the 65th anniversary of the Declaration, which is when the Declaration will expire absent an amendment of subsection B.14.(d) of the Declaration) but (b) is executed by at least NPT, Shopko and the Granada Trustee (who collectively own more than 80% of the square footage of the Shopping Center), then (y) the Amendment may still be recorded without

the signatures of the remaining Parties; and (z) at the request of any Owner, the Parties signing this Amendment shall execute a supplemental amendment to the Declaration, which shall be limited solely to confirming the amendment of subsection B.14.(d) of the Declaration in the manner provided above.

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3. Successors and Assigns. This Amendment (a) shall be binding upon, and shall inure to the benefit of, the signing Parties, their successors and assigns; and (b) shall be binding upon all other persons and entities having an interest in the Shopping Center, except for the Supermarket Tenant.

[End of Amendment, except for counterpart signature pages, which follow]

RHTV\2066.002

COURTESY RECORDING

This document is being recorded solely as a courtesy and an accommodation to the parties named therein. LANDMARK TITLE COMPANY hereby expressly disclaims any responsibility or liability for the accuracy or the content thereof.

Counterpart Signature Page to
Third Amendment to Declaration of Easements,
Covenants and Restrictions Affecting Land (ECR)

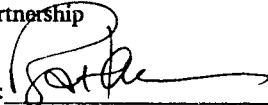
ENT26586 BK 2942 PG 924

THIS COUNTERPART SIGNATURE PAGE is attached to and forms part of that certain "Third Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land (ECR)" (the "Amendment") that is dated effective the 27th day of March 1992; that relates to the Plum Tree Shopping Center located in Provo, Utah County, Utah; and that is executed by New Plum Tree, a Utah general partnership, and others. All of the capitalized terms that are used in this counterpart signature page shall have the meanings that are set forth for such terms in the Amendment.

THE UNDERSIGNED, as the holder of an interest in a portion of the Shopping Center, hereby (1) joins in and consents to the Amendment; (2) consents to the recordation of the Amendment in the records of the Utah County, Utah Recorder; and (3) acknowledges that its interest in the Shopping Center shall be subject and subordinate to the provisions of the Declaration, as amended by the Amendment, in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Amendment; provided, however, that the foregoing joinder and consent shall not be deemed in any way to alter the priority of interests in the Shopping Center among any of the parties to the Amendment, except as expressly provided herein.

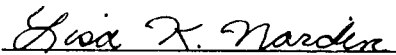
DATED this 2 day of March 1992.

NEW PLUM TREE, a Utah general partnership

By: 
RICHARD A. HAWS
Managing General Partner

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

The foregoing instrument was acknowledged before me this 2nd day of March 1992 by RICHARD A. HAWS, as the managing general partner of and on behalf of NEW PLUM TREE, a Utah general partnership.


NOTARY PUBLIC

My Commission Expires:

12-9-92

Residing at: Salt Lake City, UT



Counterpart Signature Page to
Third Amendment to Declaration of Easements,
Covenants and Restrictions Affecting Land (ECR)

ENT26586 BK 2942 PG 925

THIS COUNTERPART SIGNATURE PAGE is attached to and forms part of that certain "Third Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land (ECR)" (the "Amendment") that is dated effective the 27th day of March 1992; that relates to the Plum Tree Shopping Center located in Provo, Utah County, Utah; and that is executed by New Plum Tree, a Utah general partnership, and others. All of the capitalized terms that are used in this counterpart signature page shall have the meanings that are set forth for such terms in the Amendment.

THE UNDERSIGNED, as the holder of an interest in a portion of the Shopping Center, hereby (1) joins in and consents to the Amendment; (2) consents to the recordation of the Amendment in the records of the Utah County, Utah Recorder; and (3) acknowledges that its interest in the Shopping Center shall be subject and subordinate to the provisions of the Declaration, as amended by the Amendment, in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Amendment; provided, however, that the foregoing joinder and consent shall not be deemed in any way to alter the priority of interests in the Shopping Center among any of the parties to the Amendment, except as expressly provided herein.

DATED this 17th day of Dec. 1991.

SHOPKO STORES, INC., d/b/a
UVALKO SHOPKO STORES, INC.,
a Minnesota corporation

By: Dale P. Kramer
Dale P. Kramer
President

By: David A. Liebergen
David A. Liebergen
Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

ENT26586 BK 2942 PG 926

Personally came before me this 17th day of December, 1991, DALE P. KRAMER, President, and DAVID A. LIEBERGEN, Secretary, of SHOPKO STORES, INC., d/b/a UVALKO SHOPKO STORES, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, and to me known to be the persons who executed the foregoing instrument, and to me known to be such President and such Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers as the act of said corporation, by its authority.



Sarah E. Boeckle

Notary Public, Wisconsin
My Commission expires: 5/7/95

Counterpart Signature Page to
Third Amendment to Declaration of Easements,
Covenants and Restrictions Affecting Land (ECR)

ENT26586 BK 2942 PG 927

THIS COUNTERPART SIGNATURE PAGE is attached to and forms part of that certain "Third Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land (ECR)" (the "Amendment") that is dated effective the 27th day of March 1992; that relates to the Plum Tree Shopping Center located in Provo, Utah County, Utah; and that is executed by New Plum Tree, a Utah general partnership, and others. All of the capitalized terms that are used in this counterpart signature page shall have the meanings that are set forth for such terms in the Amendment.

THE UNDERSIGNED, as the holder of an interest in a portion of the Shopping Center, hereby (1) joins in and consents to the Amendment; (2) consents to the recordation of the Amendment in the records of the Utah County, Utah Recorder; and (3) acknowledges that its interest in the Shopping Center shall be subject and subordinate to the provisions of the Declaration, as amended by the Amendment, in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Amendment; provided, however, that the foregoing joinder and consent shall not be deemed in any way to alter the priority of interests in the Shopping Center among any of the parties to the Amendment, except as expressly provided herein.

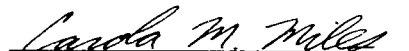
DATED this 3 day of March 1992.



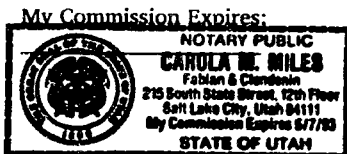
PETER W. BILLINGS, JR.
Trustee of the Estate of
Granada, Inc., Debtor

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

The foregoing instrument was acknowledged before me this 3rd day of March 1992 by Peter W. Billings, Jr., as the duly appointed, qualified and acting trustee of the estate of Granada, Inc., a Utah corporation, debtor, in Bankruptcy Case No. 87C-00693 pending in the United States Bankruptcy Court for the District of Utah, Central Division.


NOTARY PUBLIC

Residing at: H. Jordan, Utah



Counterpart Signature Page to
 Third Amendment to Declaration of Easements,
 Covenants and Restrictions Affecting Land (ECR)

ENT26586 BK 2942 PG 928

THIS COUNTERPART SIGNATURE PAGE is attached to and forms part of that certain "Third Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land (ECR)" (the "Amendment") that is dated effective the 27th day of March 1992; that relates to the Plum Tree Shopping Center located in Provo, Utah County, Utah; and that is executed by New Plum Tree, a Utah general partnership, and others. All of the capitalized terms that are used in this counterpart signature page shall have the meanings that are set forth for such terms in the Amendment.

THE UNDERSIGNED, as the holder of an interest in a portion of the Shopping Center, hereby (1) joins in and consents to the Amendment; (2) consents to the recordation of the Amendment in the records of the Utah County, Utah Recorder; and (3) acknowledges that its interest in the Shopping Center shall be subject and subordinate to the provisions of the Declaration, as amended by the Amendment, in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Amendment; provided, however, that the foregoing joinder and consent shall not be deemed in any way to alter the priority of interests in the Shopping Center among any of the parties to the Amendment, except as expressly provided herein. The undersigned holds fee title to a portion of the Shopping Center, and is signing the Amendment in place of The Training Table Restaurants, Inc., which is referred to in recital B.1 of the Amendment.

DATED this 20 day of January 1992.

THE TRAINING TABLE LAND AND HOLDING COMPANY, a Utah general partnership

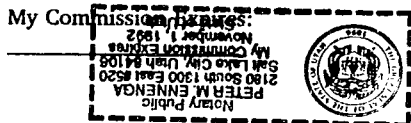
By: *Kent J. Chard*
KENT J. CHARD
 General Partner

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

The foregoing instrument was acknowledged before me this 28 day of January 1992 by **KENT J. CHARD**, as the general partner of and on behalf of **THE TRAINING TABLE LAND AND HOLDING COMPANY**, a Utah general partnership.

Peter M. Ennenga
 NOTARY PUBLIC

Residing at: _____



Counterpart Signature Page to
Third Amendment to Declaration of Easements,
Covenants and Restrictions Affecting Land (ECR)

ENT26586 BK 2942 PG 929

THIS COUNTERPART SIGNATURE PAGE is attached to and forms part of that certain "Third Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land (ECR)" (the "Amendment") that is dated effective the 21st day of March 1992; that relates to the Plum Tree Shopping Center located in Provo, Utah County, Utah; and that is executed by New Plum Tree, a Utah general partnership, and others. All of the capitalized terms that are used in this counterpart signature page shall have the meanings that are set forth for such terms in the Amendment.

THE UNDERSIGNED, as the holder of an interest in a portion of the Shopping Center, hereby (1) joins in and consents to the Amendment; (2) consents to the recordation of the Amendment in the records of the Utah County, Utah Recorder; and (3) acknowledges that its interest in the Shopping Center shall be subject and subordinate to the provisions of the Declaration, as amended by the Amendment, in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Amendment; provided, however, that the foregoing joinder and consent shall not be deemed in any way to alter the priority of interests in the Shopping Center among any of the parties to the Amendment, except as expressly provided herein.

DATED this 21st day of FEBRUARY 1992.

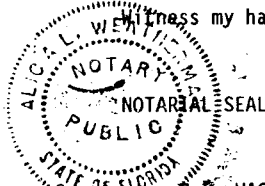
GENERAL MILLS RESTAURANTS, INC.
a Florida corporation

By: George T. Williams
Wits: George T. Williams
Senior Vice President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 21st day of February, 1992, by George T. Williams, who is personally known to me and known to me to be the Senior Vice President of General Mills Restaurants, Inc., a Florida corporation and who did not take an oath but did acknowledge that said instrument is the free act and deed of said corporation by him executed as such officer for the purposes therein expressed; all under authority in him fully vested by its by-laws or a resolution of its Board of Directors of said corporation.

Witness my hand and official seal.



Signature:

Alicia L. Weatherman
Alicia L. Weatherman
Notary Public

Commission No. WA602865
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Sept. 7, 1992
Bonded Thru Troy Fain - Insurance Inc.

Counterpart Signature Page to
Third Amendment to Declaration of Easements,
Covenants and Restrictions Affecting Land (ECR)

ENT26586 BK 2942 PG 930

THIS COUNTERPART SIGNATURE PAGE is attached to and forms part of that certain "Third Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land (ECR)" (the "Amendment") that is dated effective the 27th day of March 1992; that relates to the Plum Tree Shopping Center located in Provo, Utah County, Utah; and that is executed by New Plum Tree, a Utah general partnership, and others. All of the capitalized terms that are used in this counterpart signature page shall have the meanings that are set forth for such terms in the Amendment.

THE UNDERSIGNED, as the holder of an interest in a portion of the Shopping Center, hereby (1) joins in and consents to the Amendment; (2) consents to the recordation of the Amendment in the records of the Utah County, Utah Recorder; and (3) acknowledges that its interest in the Shopping Center shall be subject and subordinate to the provisions of the Declaration, as amended by the Amendment, in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Amendment; provided, however, that the foregoing joinder and consent shall not be deemed in any way to alter the priority of interests in the Shopping Center among any of the parties to the Amendment, except as expressly provided herein.

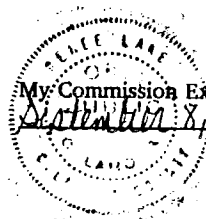
DATED this 27th day of March 1992.

FLEMING COMPANIES, INC., an Oklahoma
corporation

By: Stephen S. Mangold
Its: Vice President

STATE OF OKLAHOMA)
) ss.
COUNTY OF Oklahoma

The foregoing instrument was acknowledged before me this 27th day of March 1992 by Stephen S. Mangold, as the Vice President of and on behalf of FLEMING COMPANIES, INC., an Oklahoma corporation.



Peace Lane
NOTARY PUBLIC

Residing at: Oklahoma City

Counterpart Signature Page to
 Third Amendment to Declaration of Easements,
 Covenants and Restrictions Affecting Land (ECR)

ENT26586 BK 2942 PG 931

THIS COUNTERPART SIGNATURE PAGE is attached to and forms part of that certain "Third Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land (ECR)" (the "Amendment") that is dated effective the 27th day of March 1992; that relates to the Plum Tree Shopping Center located in Provo, Utah County, Utah; and that is executed by New Plum Tree, a Utah general partnership, and others. All of the capitalized terms that are used in this counterpart signature page shall have the meanings that are set forth for such terms in the Amendment.

THE UNDERSIGNED, as the holder of an interest in a portion of the Shopping Center, hereby (1) joins in and consents to the Amendment; (2) consents to the recordation of the Amendment in the records of the Utah County, Utah Recorder; and (3) acknowledges that its interest in the Shopping Center shall be subject and subordinate to the provisions of the Declaration, as amended by the Amendment, in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Amendment; provided, however, that the foregoing joinder and consent shall not be deemed in any way to alter the priority of interests in the Shopping Center among any of the parties to the Amendment, except as expressly provided herein.

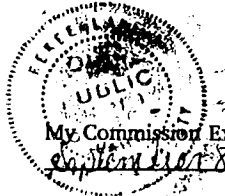
DATED this 27th day of March 1992.

FLEMING FOODS WEST, INC., a Nevada corporation, successor by merger to Fleming Foods West, Inc., a California corporation

By: Stephen A. Marshall
 Its: Vice President

STATE OF OKLAHOMA)
) ss.
 COUNTY OF Oklahoma)

The foregoing instrument was acknowledged before me this 27th day of March 1992 by Stephen A. Marshall as the Vice President of and on behalf of FLEMING FOODS WEST, INC., a Nevada corporation.



Henea Cane
 NOTARY PUBLIC

Residing at: Oklahoma City

Counterpart Signature Page to
Third Amendment to Declaration of Easements,
Covenants and Restrictions Affecting Land (ECR)

ENT26586 BK 2942 PG 932

THIS COUNTERPART SIGNATURE PAGE is attached to and forms part of that certain "Third Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land (ECR)" (the "Amendment") that is dated effective the 27th day of MARCH 1992; that relates to the Plum Tree Shopping Center located in Provo, Utah County, Utah; and that is executed by New Plum Tree, a Utah general partnership, and others. All of the capitalized terms that are used in this counterpart signature page shall have the meanings that are set forth for such terms in the Amendment.

THE UNDERSIGNED, as the holder of an interest in a portion of the Shopping Center, hereby (1) joins in and consents to the Amendment; (2) consents to the recordation of the Amendment in the records of the Utah County, Utah Recorder; and (3) acknowledges that its interest in the Shopping Center shall be subject and subordinate to the provisions of the Declaration, as amended by the Amendment, in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Amendment; provided, however, that the foregoing joinder and consent shall not be deemed in any way to alter the priority of interests in the Shopping Center among any of the parties to the Amendment, except as expressly provided herein.

DATED this 27th day of MARCH 1992.

UNIVERSITY FOODS, INC., a Utah
corporation

By: [Signature]

Its: President

STATE OF UTAH)
) ss.
COUNTY OF Salt Lake)

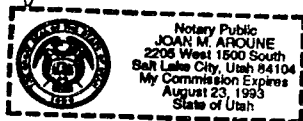
The foregoing instrument was acknowledged before me this 27th day of March 1992 by Jerry R. Owen as the President of and on behalf of UNIVERSITY FOODS, INC., a Utah corporation.

Joan M. Arroune
NOTARY PUBLIC

My Commission Expires:

Aug. 23, 1993

Residing at: Salt Lake City



Counterpart Signature Page to
Third Amendment to Declaration of Easements,
Covenants and Restrictions Affecting Land (ECR)

ENT26586 BK 2942 PG 933

THIS COUNTERPART SIGNATURE PAGE is attached to and forms part of that certain "Third Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land (ECR)" (the "Amendment") that is dated effective the 27th day of March 1992; that relates to the Plum Tree Shopping Center located in Provo, Utah County, Utah; and that is executed by New Plum Tree, a Utah general partnership, and others. All of the capitalized terms that are used in this counterpart signature page shall have the meanings that are set forth for such terms in the Amendment.

THE UNDERSIGNED, as the holder of an interest in a portion of the Shopping Center, hereby (1) joins in and consents to the Amendment; (2) consents to the recordation of the Amendment in the records of the Utah County, Utah Recorder; and (3) acknowledges that its interest in the Shopping Center shall be subject and subordinate to the provisions of the Declaration, as amended by the Amendment, in the same manner and as fully as if its interest had been created or acquired subsequent to the date of recordation of the Amendment; provided, however, that the foregoing joinder and consent shall not be deemed in any way to alter the priority of interests in the Shopping Center among any of the parties to the Amendment, except as expressly provided herein.

DATED this 31 day of January 1992.

HFC COMMERCIAL REALTY, INC.
a Delaware corporation

By: [Signature]
Its _____

STATE OF ILLINOIS)
 : ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 31st day of January 1992 by Chae Fredrickson as the Vice President of and on behalf of HFC COMMERCIAL REALTY, INC., a Delaware corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires:

Residing at: _____

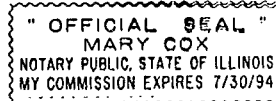


Exhibit A to
Third Amendment to Declaration of Easements,
Covenants and Restrictions Affecting Land (ECR)

Legal Description of Shopping Center

The following parcels of real property that are located in Utah County, Utah and that are described more particularly on the pages that follow:

ENT26586 BK 2942 PG 934

Pad 1 Parcel
Entrance Road
Pad 2 Parcel
Pad 3 Parcel
Phase 1
Supermarket Parcel
Retail Shops A
Retail Shops B
Retail C - Parcel A
Retail C - Parcel B
Shopko Parcel
Pad 5
Pad 7
Cinema Parcel
Entrance Road and Dedicated Road
Phase 3

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - PAD 1 PARCEL

REVISION DATE 10/14/86

Beginning at a point on the North right-of-way line of 2200 North Street at a point which is North 1062.99 feet and East 319.24 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence North 1°34' West 142.70 feet; thence North 88°26' East 175.00 feet; thence South 1°16'14" East 155.725 feet to a point on the aforementioned right-of-way line; thence along said right-of-way line North 87°17'24" West 174.68 feet to the point of beginning.

Contains 0.5981 Acres

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - ENTRANCE ROAD

REVISION DATE 10/14/86

Beginning on the North right-of-way line of 2200 North Street at a point which is North 1053.89 feet and East 7.79 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) said point also being on a 517.47 foot radius curve to the left (radius point bears South 14°44'29" East) and running thence Easterly along the arc of said curve and said right-of-way line 69.96 feet through a central angle of 7°44'48" to a point on a 25.00 foot radius curve to the right (radius point bears North 47°14'22" East); thence Northerly along the arc of said curve 19.05 feet through a central angle of 43°39'32"; thence North 0°53'57" East 90.59 feet to the point of tangency with a 25.00 foot radius curve to the right; thence Easterly along the arc of said curve 38.19 feet through a central angle of 87°32'03"; thence South 88°26' West 83.97 feet; thence South 0°53'57" West 134.88 feet to the point of tangency with a 25.00 foot radius curve to the right; thence Southwesterly along the arc of said curve 8.78 feet through a central angle of 20°07'31" to the point of beginning.

Contains 0.1929 Acres

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - PAD 2 PARCEL

REVISION DATE 10/14/86

Beginning at a point on the North right-of-way line of 2200 North Street at a point which is North 1062.99 feet and East 319.24 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence along said right-of-way line North $87^{\circ}17'24''$ West 155.485 feet to the point of tangency with a 517.47 foot radius curve to the left, thence Westerly along the arc of said curve and right-of-way line 87.65 feet through a central angle of $9^{\circ}42'17''$ to a point on a 25.00 foot radius curve to the right; thence leaving said right-of-way Northerly along the arc of said curve 19.05 feet through a central angle of $43^{\circ}39'32''$; thence North $0^{\circ}53'57''$ East 90.59 feet to the point of tangency with a 25.00 foot radius curve to the right; thence Easterly along the arc of said curve 38.19 feet through a central angle of $87^{\circ}32'03''$; thence North $88^{\circ}26'$ East 219.887 feet; thence South $1^{\circ}34'$ East 142.70 feet to the point of beginning.

Contains 0.7579 Acres

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - PAD 3 PARCEL

REVISION DATE 10/14/86

Beginning on the North right-of-way line of 2200 North Street at a point which is North 1053.89 feet and East 7.79 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines), said point also being on a 517.47 foot radius curve (radius point bears South 14°44'29" East) and running thence Westerly along the arc of said curve and said right-of-way line 180.85 feet through a central angle of 20°01'27"; thence leaving said curve and said right-of-way line North 1°34' West 188.87 feet; thence North 88°26' East 65.106 feet; thence North 43°26' East 35.72 feet; thence North 88°26' East 82.76 feet; thence South 0°53'57" West 134.88 feet to the point of tangency with a 25.00 foot radius curve to the right (radius point bears North 68°58'35" West); thence Southwesterly along the arc of said curve 8.78 feet through a central angle of 20°07'31" to the point of beginning.

Contains 0.6269 Acres

PLUM TREE SHOPPING CENTER
(PHASE 1)

Pad 4 Parcel - Boundary Description

July 19, 1986

Beginning at a point which is the intersection of the North right-of-way line of 2200 North Street and the Easterly right-of-way line of University Parkway, said point being North 915.37 feet and West 230.39 feet from the South quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence Northwesterly along said right-of-way line and along the arc of a 11539.16 foot radius curve to the left (radius point bears South 44°49'53" West) 225.965 feet through a central angle of 1°07'19"; thence North 43°26' East 124.29 feet; thence North 88°26' East 146.02 feet; thence South 1°34' East 188.87 feet to a point on the Northerly right-of-way line of 2200 North Street, said point also being on a 517.47 foot radius curve to the left (radius point bears South 34°45'59" East); thence Westerly along the arc of said curve and said right-of-way line 98.045 feet through a central angle of 10°51'21" to the point of beginning.

Contains 0.9017 Acres

R.G.R./JHR DEV.

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - SUPERMARKET PARCEL

REVISION DATE 10/14/86

Beginning at a point which is North 1756.280 feet and East 531.61 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence South 43°26' West 322.41 feet; thence South 46°34' East 58.86 feet; thence South 43°26' West 66.40 feet; thence South 46°34' East 105.00 feet; thence South 43°26' West 217.40 feet; thence South 88°26' West 222.316 feet; thence North 1°34' West 53.47 feet; thence North 43°26' East 116.80 feet; thence North 46°34' West 215.00 feet; thence North 43°26' East 316.40 feet; thence North 46°34' West 23.86 feet; thence North 43°26' East 277.67 feet; thence North 88°26' East 85.416 feet; thence South 46°30'04" East 164.34 feet; thence South 1°26'08" East 64.170 feet to the point of beginning.

Contains 5.1267 Acres

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - RETAIL SHOPS A

REVISION DATE 10/14/86

Beginning at a point on the West boundary line of a Brigham Young University access roadway at a point which is North 1756.28 feet and East 531.61 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence South 43°26' West 322.41 feet; thence South 46°34' East 58.86 feet; thence South 43°26' West 66.40 feet; thence South 46°34' East 105.00 feet; thence South 43°26' West 217.40 feet; thence North 88°26' East 256.55 feet; thence South 1°16'14" East 155.725 feet; thence South 87°17'24" East 55.263 feet to the aforementioned right-of-way; thence along said right-of-way the following two courses: North 1°16'14" West 114.52 feet; thence North 1°26'08" West 589.85 feet to the point of beginning.

Contains 2.3797 Acres.

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - RETAIL SHOPS B

REVISION DATE 10/14/86

Beginning at a point which is North 1853.184 feet and East 24.53 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence North 88°26' East 78.995 feet; thence North 1°34' West 8.52 feet; thence North 88°26' East 162.65 feet; thence South 43°26' West 191.03 feet; thence North 46°34' West 80.00 feet; thence South 88°26' West 50.00 feet; thence North 1°34' West 70.00 feet to the point of beginning.

Contains 0.4228 Acres

LEGAL DESCRIPTION

Retail C - Parcel A

2/19/87

Beginning at a point on the Northeasterly line of the Plum Tree Shopping Center boundary said point being North 1921.51 feet and West 29.62 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Co-ordinate System, Central Zone, bearing of Section lines) and running thence North 88°26' East 355.17 feet; thence South 43°26' West 86.63 feet; thence South 88°26' West 162.65 feet; thence South 1°34' East 8.52 feet; thence South 88°26' West 78.995 feet; thence South 1°34' East 70.00 feet; thence South 88°26' West 50.00 feet; thence South 46°34' East 103.86 feet; thence South 43°26' West 316.40 feet; thence North 46°34' West 195.00 feet; thence South 43°26' West 92.95 feet; thence North 46°34' West 80.00 feet; thence North 43°26' East 435.88 feet to the point of beginning.

Contains: 2.6223 Acres

LEGAL DESCRIPTION

Retail C - Parcel B

2/19/87

Beginning at a point on the Plum Tree Shopping Center Phase I boundary said point being North 1438.73 feet and West 18.49 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Co-ordinate System, Central Zone, bearings of Section lines) and running thence South 46°34' East 150.00 feet; thence South 43°26' West 116.80 feet; thence South 1°34' East 53.47 feet; thence South 88°26' West 82.76 feet; thence South 43°26' West 35.72 feet; thence South 88°26' West 182.84 feet; thence North 43°26' East 378.14 feet to the point of beginning.

Contains: 1.0597 Acres

LEGAL DESCRIPTION

Shopko Parcel

2/19/87

Beginning at a point on the North Right-of-Way line of University Parkway, said point being on the arc of a 11539.16 foot radius curve (Radius point bears South 42°31'04" West), said point also being North 1237.125 feet and West 567.40 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Co-ordinate System, Central Zone, Bearings of Section Lines) and running thence North 43°26' East 148.82 feet; thence South 46°34' East 240.00 feet; thence South 43°26' West 23.18 feet; thence North 88°26' East 28.28 feet; thence North 43°26' East 378.14 feet; thence North 46°34' West 260.00 feet; thence South 43°26' West 92.95 feet; thence North 46°34' West 80.00 feet; thence North 43°26' East 435.88 feet; thence South 88°26' West 156.33 feet; thence North 46°34' West 294.79 feet; thence South 43°26' West 238.33 feet; thence South 46°34' East 56.00 feet; thence South 43°26' West 328.96 feet; thence South 46°34' East 44.33 feet; thence South 43°26' West 201.50 feet to a point on a 200.70 foot long spiral curve, said point also being on the Northerly Right-of-Way line of University Parkway; thence South Easterly along the arc of said spiral curve 4.53 feet to a point on a 11539.16 foot radius curve to the right. (Radius point bears South 40°37'39" West); thence Southeasterly along the arc of said curve and said Right-of-Way line 380.70 feet through a central angle of 1°53'25" (L.C. bears South 48°25'39" East) to the point of beginning.

Contains: 9.4000 Acres

LEGAL DESCRIPTION

Pad 5

2/19/87

Beginning at a point on the North Right-of-Way line of University Parkway, said point being on the arc of a 11539.16 foot radius curve (Radius point bears South 42°31'04" West), said point also being North 1237.125 feet and West 567.40 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Co-ordinate System, Central Zone, Bearings of Section Lines) and running thence North 43°26' East 148.82 feet; thence South 46°34' East 240.00 feet; thence South 43°26' West 147.48 feet to the afore mentioned North Right-of-Way line; thence Northwesterly along the arc of a 11539.16 foot radius curve to the left 240.01 feet thru a central angle of 1°11'30" (LC bears North 46°53'14" West) to the point of beginning.

Contains: 0.8140 Acres

LEGAL DESCRIPTION

Pad 7

2/19/87

Beginning on the Northerly Right-of-Way line of University Parkway said point being North 1634.70 feet and West 1019.90 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridain (Based on the Utah Coordinate System, Central Zone, bearings of Section lines) and running thence North 43°26' East 170.31 feet to a point on a 121.50 foot radius curve to the left (Radius point bears N53°57'18" East); thence South Easterly along the arc of said curve 22.31 feet through a central angle of 10°31'18"; thence South 46°34' East 84.75 feet to a point of tangency with a 50.00 foot radius curve to the right (Radius point bears South 43°26' West); thence Southeasterly along the arc of said curve 78.54 feet through a central angle of 90°; thence South 43°26' West 111.95 feet to a point on the Northerly Right-of-Way line of University Parkway, said point also being on a 200.70 foot long spiral curve (LC bears 49°51'55"); thence Northwesterly along said spiral curve and said Right-of-Way line 136.07 feet; thence North 42°26'40" West along said Right-of-Way 21.14 feet to the point of beginning.

Contains: 0.5871 Acres

LEGAL DESCRIPTION

Cinema Parcel

2/19/87

Beginning at a point on the Northerly line of the Plum Tree Shopping Center Boundary said point being North 2119.90 feet and West 399.97 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Coordinate System, Central Zone, bearings of Section Lines) and running thence South 43°26' West 238.33 feet; thence South 46°34' East 56.00 feet; thence South 43°26' West 328.96 feet; thence North 46°34' West 150.41 feet to a point of tangency with a 78.50 foot radius curve to the right (Radius point bears North 43°26' East); thence Northwesterly along the arc of said curve 64.59 feet through a central angle of 47°08'22"; thence North 0°34'22" East 505.13 feet to a point of tangency with a 25.00 foot radius curve to the right (Radius point bears South 89°25'38" East); thence Northeasterly along the arc of said curve 38.35 feet through a central angle of 87°53'15"; thence North 88°27'37" East 194.16 feet to a point on the aforementioned Northerly line of the Plum Tree Shopping Center Boundary; thence South 46°34' East 357.54 feet along said boundary to the point of beginning.

Contains: 4.9932 Acres

LEGAL DESCRIPTION

Entrance Road and Dedicated Road

2/19/87

Beginning at a point on the North Right-of-Way of University Parkway, said point being on the arc of a 200.70 foot spiral curve, said point also being North 1531.39 feet and West 901.60 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridain (Based on the Utah Co-ordinate System, Central Zone, bearings of Section lines) and running thence North 43°26' East 111.95 feet to a point of tangency with a 50.00 foot radius curve to the left (Radius point bears North 46°34' West); thence Northwesterly along the arc of said curve 78.54 feet through a central angle of 90°; thence North 46°34' West 84.75 feet to the point of tangency with a 121.50 foot radius curve to the right (Radius point bears North 43°26' East); thence Northerly along the arc of said curve 99.96 feet through a central angle of 47°08'22"; thence North 0°34'22" East 501.70 feet to the point of tangency with a 25.00 foot radius curve to the left (Radius point bears North 89°25'38" West); thence Northwesterly along the arc of said curve 40.19 feet through a central angle of 92°06'45"; thence South 88°27'37" West 94.28 feet to the West property line of Plum Tree Shopping Center, thence the following three courses along said West property line, North 43°13'18" East 8.79 feet; North 87°58'07" East 5.63 feet; and North 1°32'23" West 18.71 feet to the North property line of said Plum Tree Shopping Center; thence along said Northeasterly property line of said Plum Tree Shopping Center; thence South 46°34' East along said property line 35.37 feet; thence leaving said property line South 88°27'37" West 194.16 feet to the point of tangency with a 25.00 foot radius curve to the left (Radius point bears South 1°32'23" East); thence Southwesterly along the arc of said curve 38.35 feet through a central angle of 87°53'15"; thence South 0°34'22" West 505.13 feet to the point of tangency with a 78.50 foot radius curve to the left (Radius point bears South 89°25'38" East); thence Southeasterly along the arc of said curve 64.59 feet through a central angle of 47°08'22"; thence South 46°34' East 194.74 feet; thence South 43°26' West 201.50 feet to the North Right-of-Way line of University Parkway, said point also being on a 200.70 foot long spiral curve; thence Northwesterly along the arc of said spiral curve and Right-of-Way line 60.10 feet to the point of beginning.

Contains: 1.2405 Acres

LEGAL DESCRIPTION

Phase 3

2/19/87

Beginning on the Northerly Right-of-Way line of University Parkway said point being North 1634.70 feet and West 1019.90 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East Salt Lake Base and Meridian (Based on the Utah Co-ordinate System, Central Zone, bearings of Section lines) and running thence North $42^{\circ}26'40''$ West 144.36 feet along said Right-of-Way line; thence leaving said Right-of-Way line North $1^{\circ}14'$ East 150.65 feet; thence North $88^{\circ}26'$ East 31.63 feet; thence North $0^{\circ}34'22''$ East 423.12 feet; thence North $43^{\circ}13'18''$ East 54.42 feet; thence North $88^{\circ}27'37''$ East 94.28 feet to a point of tangency with a 25.00 foot radius curve to the right (Radius point bears South $1^{\circ}32'23''$ East); thence Southeasterly along the arc of said curve 40.19 feet through a central angle of $92^{\circ}06'45''$; thence South $0^{\circ}34'22''$ West 501.70 feet to a point of tangency with a 121.50 foot radius curve to the left (Radius point bears South $89^{\circ}25'38''$ East); thence Southeasterly along the arc of said curve 77.65 feet through a central angle of $36^{\circ}37'04''$; thence South $43^{\circ}26'$ West 170.31 feet to the point of beginning.

Contains: 2.5725 Acres