

EXHIBITS:

- A - GMRI Premises
- B - Center
- B-1 - Center Site Plan
- B-2 - Center Plat

DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION OF EASEMENTS AND COVENANTS (this "Declaration"), dated as of this 2 day of December 1995, is established by GMRI, INC., a Florida corporation ("GMRI") (formerly known as General Mills Restaurants, Inc.), and YEHUDA NETANEL, INC., a California corporation ("YNI").

WITNESSETH

WHEREAS, GMRI is the fee simple owner of certain property described in Exhibit A (the "GMRI Premises");

WHEREAS, YNI is the fee simple owner of that certain property described in Exhibit B (the "Center") which Center includes the GMRI Premises;

WHEREAS, YNI is the Declarant under that certain Declaration and Grant of Easements (the "REA") recorded in Deed Book 842, Page 292, among the land records of Washington County, Utah;

WHEREAS, GMRI and YNI desire to establish certain, perpetual, non-exclusive easements for ingress, egress and parking and signage over the GMRI Premises and the Center respectively, as hereinafter set forth (all of such easements being hereinafter referred to collectively as the "Easement Areas"); and

WHEREAS, GMRI and YNI desire to establish certain restrictions for the GMRI Premises and the Center.

NOW, THEREFORE, GMRI and YNI hereby declare as follows:

Grant of Easements

The Easement Areas shall be used for access, parking and signage purposes with landscaping and curbing incidental thereto.

1.1 YNI does hereby grant to GMRI and all future owners and occupants of the GMRI Premises and their employees, customers, and invitees, a non-exclusive, perpetual easement for ingress, egress and parking over the driveways, curbs and parking areas in the Center.

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RUSSELL SHIRTS * WASHINGTON CO RECORDER
1996 JAN 26 11:52 AM FEE \$34.00 BY RS
FOR: SOUTHERN UTAH TITLE CO

1.2 YNI does hereby grant to GMRI and all future owners and occupants of the GMRI Premises an exclusive easement to place a pylon sign of one hundred fifty square feet of sign face (the "Pylon Sign") in the approximate area labeled "Sign Easement" on Exhibit B-1. GMRI and YNI agree that the structure and electrical facilities associated with the operation of the Pylon Sign (the "Structure") shall be constructed by GMRI, initially, at GMRI's cost. YNI shall have the right to approve the plans and specifications for the Pylon Sign, such approval not be reasonably withheld. Said Structure shall contain signage capacity for 300 square feet of signage. YNI, its successor, or such other user of YNI in the Center shall be permitted to place a sign on the Structure constructed by GMRI, at their sole cost and expense in such size and dimension so that the total signage on the Structure shall not exceed 300 square feet (the "Additional Sign"). Further, GMRI and YNI (if applicable) shall have the right to approve the size dimension and content of the Additional Sign, such approval not to be unreasonably withheld. Upon the installation of the Additional Sign, the entity benefited by the Additional Sign shall reimburse GMRI its pro rata share of the costs to install the Structure, said reimbursement to be calculated by a fraction the numerator being the square footage of the Additional Sign and the denominator being the square footage of the total signage on the Structure (presumably 300 square feet).

1.3 GMRI agrees to maintain the Structure and the Pylon Sign, initially, at its sole cost and expense. Upon installation of the Additional Sign, the party benefited by the Additional Sign shall reimburse GMRI, at such times as GMRI shall determine in its sole discretion, its pro-rata share of the costs to continue to maintain the Structure (including charges for electricity if the Additional Sign shall share an electric meter with the Pylon Sign). Said reimbursement shall be calculated by a fraction the numerator being the square footage of the Additional Sign, the denominator being the square footage of the total signage on the Structure. YNI agrees, to the best of its ability, to cause the party benefited by the Additional Sign to maintain the Additional Sign in a first class condition and at said party's sole cost and expense.

1.4 GMRI and YNI agree to enter into such further documentation deemed reasonably necessary to effectuate the provisions of Articles 1.2 and 1.3 above.

2. Restrictions

2.1 YNI agrees that for a period of twenty (20) years from the date GMRI takes title to the Premises, YNI will not lease, sublease or otherwise operate or contract, by conveyance or otherwise, on GMRI Premises owned or leased by YNI within the Center, for a food service establishment featuring or specializing in the sale, at retail, of seafood in a manner similar to GMRI provided such restriction shall expire whenever GMRI, its successors and assigns, ceases to feature or specialize in the sale at retail of seafood. Featuring or specializing, for the purpose of this provision, shall mean that such items, as aforesaid shall be identifiable as major menu items in terms of sales volume or public identification. The aforesaid restriction shall not be applicable to any food service establishment, or any purveyor of unprepared foods intended for future, off-premises consumption.

2.2 The property designated by crosshatching on Exhibit B-2 shall be restricted such that no buildings shall be constructed thereon and said cross hatched area shall remain as parking, landscaping and accessways.

2.3 The property designated as Pads 3 thru 7 on Exhibit B-2 shall not be used for: (i) a bowling alley, skating rink, health studio or gym, billiard room, game arcade or amusement center, theater, bar or tavern (except where incidental to the operation of a restaurant or delicatessen) more than one restaurant, which restaurant shall not exceed 2500 square feet, a grocery store (excluding convenience type markets), or massage parlor; or (ii) a "training or educational facility", which for purposes hereof shall include, without limitation, a beauty school, barber college, reading room, place of instruction or any other operation catering primarily to students or trainees rather than customers or for any other use that would require more than five (5) parking spaces per 1,000 square feet of gross leasable area.

2.4 The parking areas of the Center shall at all times have a parking ratio of not less than five (5) parking spaces per 1,000 square feet of gross leasable area (excluding the motel property designated on Exhibit B-1).

2.5 The operation of any circus, carnival, amusement rides or other activities which would substantially diminish parking in the common areas of the Center is prohibited. Notwithstanding the foregoing, Seller shall not be precluded from conducting community oriented promotional events so long as said promotional events shall not substantially diminish any of the parking located on the Premises or within the area shown crosshatched on Exhibit B-2.

2.6 Designated employee parking for the Premises must be in an area reasonably proximate to the improvements located on the Premises.

2.7 Any reasonable retail use shall be permitted on the Premises so long as said use shall not be in conflict with any exclusive rights as of the date of closing granted to another tenant or owner within the Center. YNI has provided GMRI with evidence of such rights.

2.8 No entity other than the owner of the Premises shall be permitted to maintain or place a pylon sign or other signage in the common areas of the Premises without the prior written consent of the owner of the Premises. Notwithstanding the foregoing, YNI, as Declarant under the REA, shall be permitted to place a four (4) foot high monument sign on the Premises, subject to the reasonable approval of the Owner of the Premises as to the design and location of the monument sign and so long as said four (4) foot monument shall not preclude GMRI's ability to attain signage on the Premises.

2.9 GMRI shall be permitted to operate its business on the GMRI Premises during such periods as may be determined in its sole discretion. GMRI agrees that in the event it shall "go-dark" or cease to operate on the Premises, it shall maintain the GMRI Premises in a first class shopping center condition. In the event that such non-operation or go-dark period shall be for reasons other than a remodeling or alteration to the building located on the GMRI Premises, then

GMRI agrees to diligently pursue opportunities to lease or sell the GMRI Premises to another operator.

3. Miscellaneous.

3.1 Default.

In the event of a breach of any of the obligations required to be performed, any other party after thirty (30) days' prior written notice to the defaulting party (provided 24 hours' notice shall be required in the case of an emergency), shall have the right to perform the obligation on the defaulting party's behalf and at the defaulting party's cost, which shall be payable within thirty (30) days following invoice.

3.2 Indemnity.

Each Owner and Occupant shall indemnify, defend and hold each other harmless from and against any liability for loss or damage to property or person arising from or out of its use of the Easement Areas set forth herein. Each Owner shall maintain adequate insurance covering their respective Parcel. Each Owner of the Parcels shall maintain comprehensive general liability insurance in an amount not less than \$2,000,000.00 with contractual liability coverage, and property damage insurance in an amount not less than \$50,000.00. Each Owner shall name the Owners of each others Parcel as additional insureds. Such insurance shall be endorsed as primary, non-contributory and not in excess of any other insurance coverage.

3.3 Recordation.

Upon the recording of this Agreement in the office of the Land Records of Washington County, Utah, the easements, rights and obligations contained herein shall run with the land and shall be binding upon the respective parties, and upon conveyance or transfer of the fee interest of a Parcel a respective party shall be released from the easement, rights and obligations contained herein and the same shall be binding on, their successors, heirs or assigns. All easements, rights and obligations shall inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns. This Declaration is not intended to supersede, modify, amend, or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

3.4 Unavoidable Delay.

The time within which any Owner shall be required to perform any act other than the payment of money shall be extended by a period of time equal to the number of days during which performance of such act is delayed unavoidably by strikes, lockouts, acts of God, governmental restrictions, litigation or administrative proceeding involving a party or others related to approval of plans and specifications or other governmental action or inaction, inability to obtain

governmental permits, enemy action, civil disturbances, fire, unavoidable casualties or other cause beyond the reasonable control of such party.

3.5 Notices

All notices as herein provided shall be served upon the recipient by Certified U. S. Mail, Return Receipt Requested or, U. S. Express Mail or similar private deliver service for GMRI to Law Department Attn: General Counsel, 1751 Directors Row, Orlando, Florida 32809, and, Yehuda Netanel, Inc., 5959 Topanga Canyon Blvd., Suite 2185, Woodland Hills, CA 91367, or such other address as an Owner may designate in writing. Receipt shall be deemed to include an acknowledgment by the United States Post Office that it has accepted delivery from the notifying party.

3.6 Duration

Except as otherwise set forth herein to the contrary, the easements restrictions and obligation of the parties shall be perpetual.


3.7 Conflict

YNI, as Declarant under the REA represents that there is no conflict between the provisions of this Agreement and the REA, and further that it has the authority under the REA to grant the provisions contained herein.

3.8 Counterparts

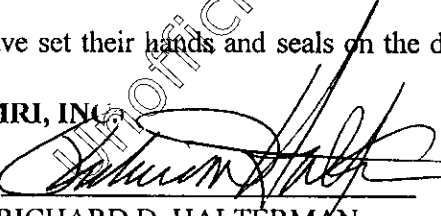
This document may be executed in multiple counterparts, each of which shall constitute but one original.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date and year first above written.



Witness

GMRI, INC.

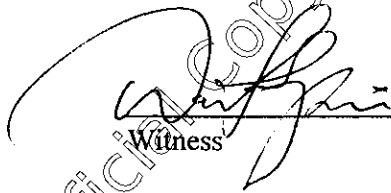
By: 

RICHARD D. HALTERMAN
Senior Vice President

YEHUDA NETANEL, INC.

By: 

YEHUDA NETANEL, President



Witness

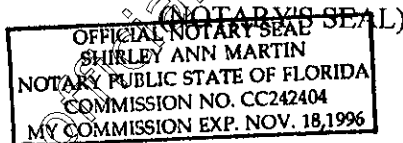
-NOTARIZATIONS ON FOLLOWING PAGE-

-NOTARIZATION PAGE-
-ST. GEORGE, UT / 95-R-180-
-DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS-

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 24th day of January, 1998 by RICHARD D. HALTERMAN, the Senior Vice President of GMRI INC., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

Shirley A. Martin (Signature)
Shirley A. Martin (Print or Type Name)
Notary Public _____ (Title or Rank)
_____ (Serial/Commission Number)
My Commission Expires: _____



STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 1995 by YEHUDA NETANEL, the President of YEHUDA NETANEL, INC on behalf of the corporation. He/She is personally known to me or has produced _____ as identification and did (did not) take an oath.

Notary Public _____

My Commission Expires: _____

(NOTARY'S SEAL)

See Attached Certificate
12/28/95 (RB)

ST. GEORGE, UT/95-R-180
a:\St. George\REA3
h:\data\AS\St. George\RE\Ac3
11/8(gk)11/9,11/27,11/30,12/1,12/6,
12/7,12/8,12/11,12/12,12/13,12/19

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On December 28, 1995 before me, Krista Belling, Notary Public

personally appeared Yehuda Netanel

personally known to me - **OR** - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Krista Belling
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Declaration of Easements, Covenants and Restrictions

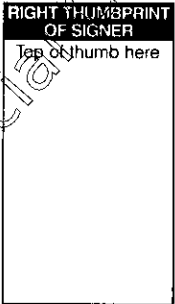
Document Date: December 28, 1995 Number of Pages: 6

Signer(s) Other Than Named Above: Richard D. Hatterman

Capacity(ies) Claimed by Signer(s)

Signer's Name: Yehuda Netanel

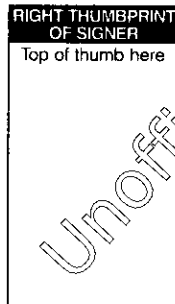
- Individual
- Corporate Officer
Title(s): President
- Partner Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
Yehuda Netanel,
Inc.

Signer's Name: _____

- Individual
- Corporate Officer
- Title(s): _____
- Partner Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

E X H I B I T "A"

PARCEL 1: COMMENCING at the South Quarter (S¹/₄) Corner of Section 20, Township 42 South, Range 15 West of the Salt Lake Base and Meridian, and running thence North 89°24'28" East 1255.06 feet along the Section line and North 00°00'00" East 584.89 feet to the Point of Beginning of Parcel No. 3, and running thence North 00°00'00" East 210.33 feet; thence South 90°00'00" East, 173.68 feet to a point on the West right-of-way line of a frontage road known as Red Cliff Drive; thence along said Red Cliff Drive South 00°03'52" West 210.33 feet; thence departing said Red Cliff Drive North 90°00'00" West 173.44 feet to the Point of Beginning.

TOGETHER WITH Non-Exclusive Easements for ingress, egress, parking and utilities all appurtenant to the above, all as disclosed by "Declaration of Restrictions and Grant of Easements" recorded August 12, 1994, as Entry No. 475737, in Book 842, at Pages 292-324, Official Washington County Records.

YEHUDA NETANEL, INC.

BY:
YEHUDA NETANEL

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PROOFREAD

ROSENBERG ASSOCIATES

CIVIL ENGINEERS, DESIGNERS & LAND SURVEYORS

1035 So. Valley View Dr., Suite 201 • P.O. Box 2184 • St. George, Utah 84771
(801) 673-8586

August 3, 1994

Explanation: Legal description of the Zion Factory Stores Phase 3 Property, St. George, Utah. Prepared for David Sapir, California Factory Stores.

Legal Description:

A parcel of land being a part of Blocks 34, 35, 38, 39, and 42, Plat "E" of St. George City Survey situate in the South 1/2 of the Southeast 1/4 of Section 20 and in the Northwest 1/4 of the Northeast 1/4 of Section 29, Township 42 South, Range 15 West, Salt Lake Base and Meridian being, more particularly described as follows: Beginning at a point on the South Line of Section 20, Township 42 South, Range 15 West of the Salt Lake Base and Meridian said point being North 89°24'28" East (N 89°46'08" E by Record), 1294.56 feet from the South 1/4 Corner of said Section 20, Township 42 South, Range 15 West of the Salt Lake Base and Meridian, said point is also the point of beginning of a non-access line for a highway known as Interstate 15 and is also a point on a 575.00 foot radius curve, the radius point of which bears South 78°46'22" East, thence Southwesterly 124.42 feet along the arc of said curve concave to the Southeast through a central angle 12°23'54"; thence South 01°10'16" East, 51.63 feet; thence North 89°52'00" West, 418.28 feet; thence North 00°08'00" East, 472.01 feet to the point of curvature of a 718.511 foot radius curve, thence Northeasterly 393.67 feet along the arc of said curve concave to the Southeast through a central angle of 31°23'33" of a 3599.719 foot radius non-tangent curve whose radius point bears South 53°26'08" East; thence Northeasterly 553.44 feet along the arc of said curve concave to the Southeast through a central angle of 08°48'32" to a point of cusp with a curve whose radius is 868.38 feet and whose radius point bears South 68°26'29" East, said point being on the Westerly Right of Way Line of a Frontage road known as Red Cliff Drive; thence along said Westerly Right of Way Line in the following five (5) courses: Southwesterly 325.77 feet along the arc of said curve concave to the Southeast through a central angle of 21°29'39"; thence South 00°03'52" West, 601.14 feet to the point of curvature of a 446.30 foot radius curve; thence Southwesterly 208.54 feet along the arc of said curve concave to the Northwest through a central angle of 26°46'21"; thence South 26°50'13" West 77.01 feet to the point of curvature of a 575.00 foot radius curve; thence Southwesterly 156.65 feet along the arc of said curve concave to the Southeast through central angle of 15°36'35" to the point of tangency, the radius point of

Exhibit B
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of 2

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ROSENBERG ASSOCIATES

which bears South 78° 46' 22", and the point of beginning.
Contains 13.038 Acres.

The above described parcel is granted without access to or from the adjoining freeway as follows: Southerly from the point of beginning along the above described parcel; thence Westerly; thence North and Northeasterly to the point of cusp on the Westerly Right of Way line of Red Cliffs Drive. The only access being on the remaining property line adjoining Red Cliff Drive.

LESS AND EXCEPTING FROM THE ABOVE THOSE PARCELS CONVEYED PRIOR TO
DECEMBER 22nd, 1995.

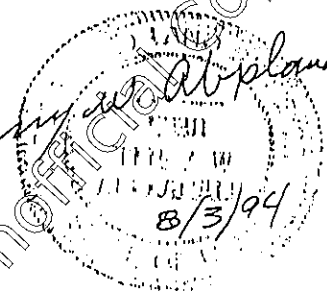
Signed as Applicant


Exhibit B
Page 2
of 2

RA

00475737 BK0842 Pg0317

00521557 BK0968 Pg0726

PROJECT DATA

GENERAL CONTRACTOR: [REDACTED]
 ARCHITECT: [REDACTED]
 ENGINEER: [REDACTED]
 LANDSCAPE ARCHITECT: [REDACTED]
 CIVIL ENGINEER: [REDACTED]
 ELECTRICAL ENGINEER: [REDACTED]
 MECHANICAL ENGINEER: [REDACTED]
 PLUMBING ENGINEER: [REDACTED]
 STRUCTURAL ENGINEER: [REDACTED]
 TRAFFIC ENGINEER: [REDACTED]
 UTILITY ENGINEER: [REDACTED]
 VENTILATION ENGINEER: [REDACTED]
 WATER ENGINEER: [REDACTED]
 WASTE ENGINEER: [REDACTED]

SITE PLAN
ZION FACTORY STORES
ST. GEORGE, UTAH
PHASE THREE
 NORTH SCALE: 1" = 60'-0"
 SEE ENGINEER'S SITE GRADING PLAN, DRAINAGE PLAN, AND UTILITY PLAN FOR ALL ADDITIONAL INFORMATION

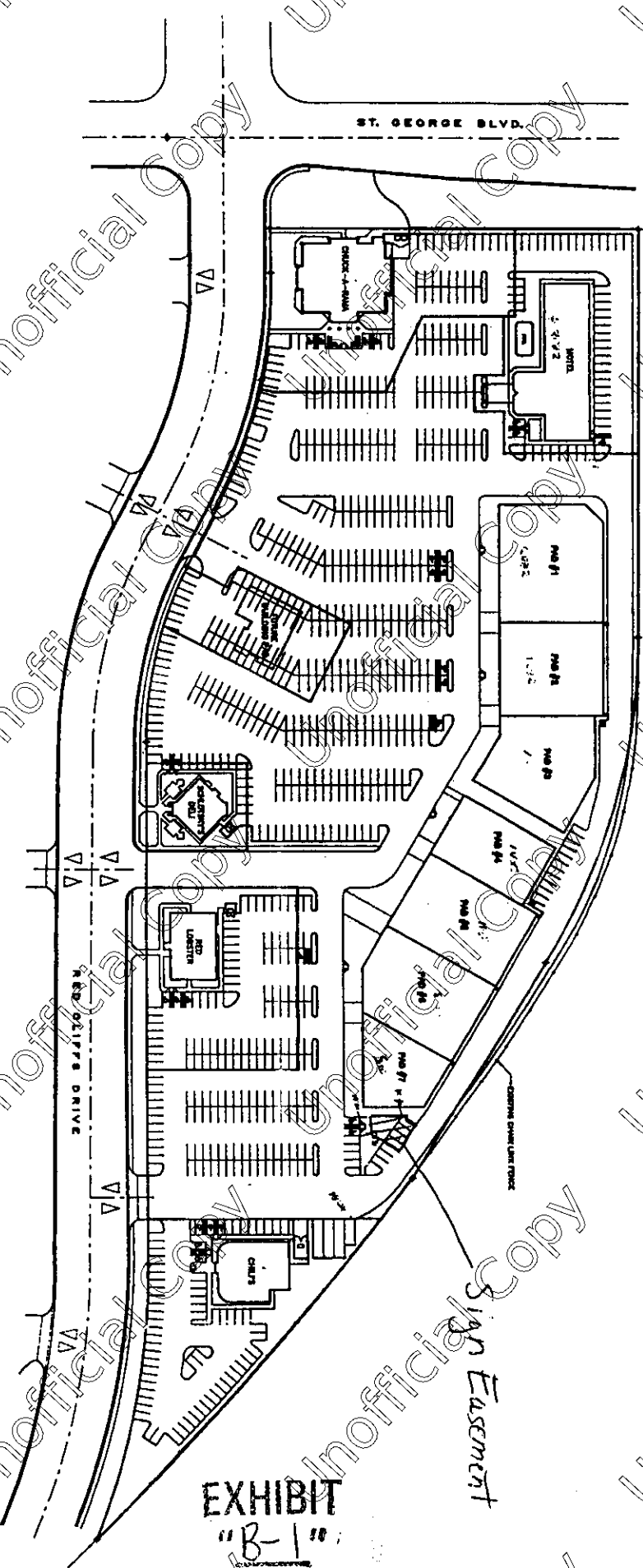


EXHIBIT
"B-1"

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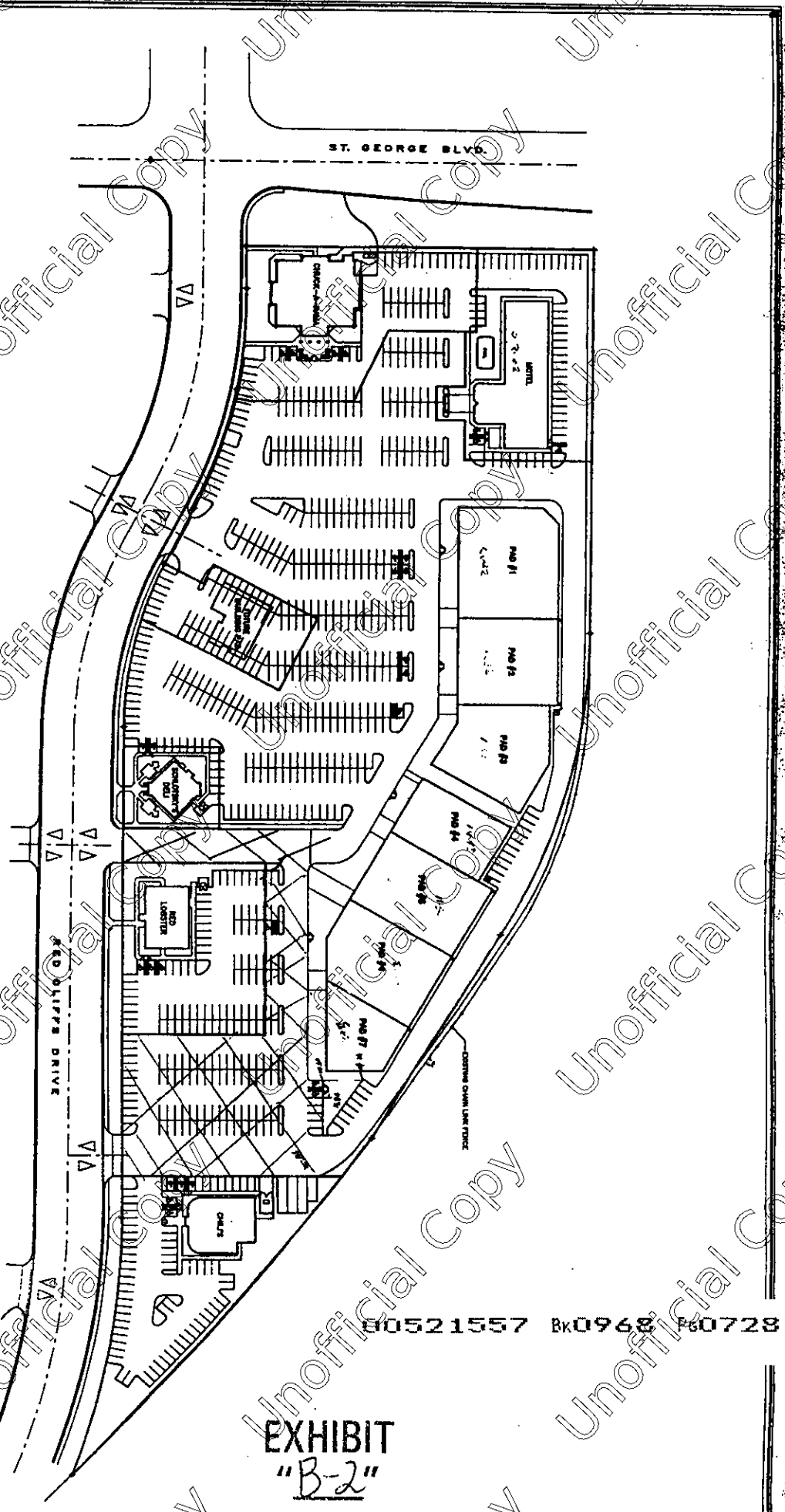
3.4	KIM N. TALBOT ARCHITECTS & ASSOCIATES 40 North 200 East, St. George, Utah 84778	MASTER SITE PLAN	
	ZION FACTORY STORES • PHASE THREE		

PROJECT DATA

OWNER	ST. GEORGE MALL, INC.
ARCHITECT	KIM N. TALBOT ARCHITECTS & ASSOCIATES
DATE	NOVEMBER 1997
PROJECT NO.	100-100-100-100-100
SITE NO.	100-100-100-100-100
SECTION	100-100-100-100-100
DATE	NOVEMBER 1997
PROJECT NO.	100-100-100-100-100
SITE NO.	100-100-100-100-100
SECTION	100-100-100-100-100
DATE	NOVEMBER 1997
PROJECT NO.	100-100-100-100-100
SITE NO.	100-100-100-100-100
SECTION	100-100-100-100-100
DATE	NOVEMBER 1997
PROJECT NO.	100-100-100-100-100
SITE NO.	100-100-100-100-100
SECTION	100-100-100-100-100
DATE	NOVEMBER 1997
PROJECT NO.	100-100-100-100-100
SITE NO.	100-100-100-100-100
SECTION	100-100-100-100-100
DATE	NOVEMBER 1997



SITE PLAN
ZION FACTORY STORES
 ST. GEORGE, UTAH
 PHASE THREE
 SCALE: 1" = 50'-0"
 SEE ENGINEER'S SITE GRADING PLAN, DRAINAGE PLAN, AND UTILITY PLAN FOR ALL ADDITIONAL INFORMATION



0521557 Bk0968 Pg0728

EXHIBIT
"B-2"

<p>3.4</p>	<p>KIM N. TALBOT ARCHITECTS & ASSOCIATES <small>46 North 300 East, St. George, Utah 84770</small></p>	<p>MASTER SITE PLAN ZION FACTORY STORES • PHASE THREE</p>	
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