

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

Steven E. Tyler
Callister Nebeker & McCullough
900 Gateway Tower East
10 East South Temple
Salt Lake City, Utah 84133

ENT 120021:2002 PG 1 of 33
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2002 Oct 10 12:02 pm FEE 95.00 BY SS
RECORDED FOR FIRST AMERICAN TITLE CO

FOURTH AMENDMENT TO DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS AFFECTING LAND (ECR) AND FIRST
AMENDMENT OF COMMON AREA MAINTENANCE AGREEMENT

THIS FOURTH AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS AFFECTING LAND (ECR) AND FIRST AMENDMENT OF COMMON AREA MAINTENANCE AGREEMENT (the "Amendment") is entered into effective the 9th day of October, 2002, 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:

(1) **Original Declaration.** A "Declaration of Easements, Covenants and Restrictions Affecting Land (ECR)" (the "Original Declaration") that is dated August 20, 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 September 4, 1986 as Entry No. 29349, Book 2336, Page 258.

(2) **First Amendment.** A "First Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land" (the "First Amendment") that is dated April 2, 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 and re-recorded on April 27, 1987 in the office of the Utah County, Utah Recorder as Entry No. 16005, Book 2408, Page 539.

(3) **Second Amendment.** A "Second Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land" (the "Second Amendment") that is dated March 23, 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.

(4) **Third Amendment.** A "Third Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land (ECR)" (the "Third Amendment") that is dated March 27, 1992, that was executed by New Plum Tree, a Utah general partnership,

and others, and that was recorded in the office of the Utah County, Utah Recorder as Entry No. 26586, in Book 2942, at Page 921.

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

(1) **Fee Owners.** The following parties presently own fee simple title to portions of the Shopping Center, which portions collectively comprise more than 80% of the square footage in the Shopping Center: (a) New Plum Tree, LLC, a Utah limited liability company ("NPT"); (b) Shopko Stores, Inc., a Wisconsin corporation, (formerly a Minnesota corporation d/b/a UvalKo ShopKo Stores, Inc.) ("Shopko"); (c) Training Table Land & Holding Company, L.C., a Utah limited liability company; and (d) GMRI, Inc., a Florida corporation formerly known as General Mills Restaurants, Inc. ("GMRI").

(2) **Supermarket Tenant.** The following party comprises the Supermarket Tenant: Fleming Companies, Inc., an Oklahoma corporation.

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

D. **Pad 6.** The original Declaration and the Site Plan attached as Exhibit A to the Original Declaration provided for three Phases, Phase 1, Phase 2, and Phase 3, and seven Pads, Pad 1, Pad 2, Pad 3, Pad 4, Pad 5, Pad 6, and Pad 7. Pursuant to the First Amendment, "Pad 6" was deleted from the Site Plan and all references to "Pad 6" were deleted from the Declaration.

E. **Intent to Amend Declaration.** By entering into this Amendment, the Parties desire, among other things, to add Pad 6 to the Site Plan in the location shown on the Site Plan attached hereto as Exhibit A and by this reference made a part hereof, to add references to "Pad 6" back to the Declaration and to make certain other amendments to the Declaration, all as more particularly set forth herein.

F. **CAM Agreement.** The Plum Tree Shopping Center is also burdened and benefited by that certain Common Area Maintenance Agreement for Plum Tree Shopping Center (the "CAM Agreement") dated April 2, 1987, that was signed by Granada and PTA, and that was recorded in the office of the Utah County, Utah Recorder on April 3, 1987, as Entry No. 12543, in Book 2400, at Page 837. Section 18.7 of the CAM Agreement provides that the CAM Agreement may only be amended "with the consent of owners and Prime Lessees of the Parcels containing seventy-five percent (75%) of the total square footage of the Permissible Building Area in the Shopping Center at the time of such modification." The Parties collectively are owners and the "Prime Lessees" (as defined in the CAM Agreement) of parcels containing more than 75% of the total square footage of the Permissible Building Area in the Shopping Center,

G. **Intent to Amend CAM Agreement.** By entering into this Agreement, the Parties also desire to make certain amendments to the CAM Agreement, all as more particularly set forth herein.

A G R E E M E N T

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

1. **Amendment of Recital Paragraph A.1. of Declaration.** The second to last paragraph (i.e., the paragraph that begins with "Contained within Phase 2 are three pad sites, . . ." and ends with "setting forth said metes and bounds descriptions.") and the last paragraph (i.e., the paragraph that begins with "Phases 1, 2, and 3, . . ." and ends with "their totality as the 'Shopping Center'.") of Recital Paragraph A.1. of the Declaration, as amended, are hereby amended by deleting said paragraphs in their entirety and replacing them with the following:

Contained within Phase 2 are three pad sites, as shown on the site plan, which are hereinafter referred to as "Pad 5," "Pad 6," and "Pad 7" respectively. Pad 5, Pad 6, and Pad 7 are more particularly described by metes and bounds as follows:

Pad 5

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.

Pad 6

Beginning at a point on the Northeasterly right-of-way line of University Parkway said point being on the arc of a 11,539.16 foot radius curve (the radius point bears South 40°42'11" West), said point also being West 840.65 feet and North 1479.81 feet from the South quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence continuing along said right-of-way line and along said curve 235.80 feet, the chord of which bears South 49°08'22" East 235.80 feet; thence North 43°26'00" East 135.85 feet; thence North 46°34'00" West 235.56

feet; thence South 43°26'00" West 146.44 feet to the point of beginning.

Pad 7

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 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.

Phases 1, 2, and 3, including Pads 1 through 7 inclusive, are hereinafter collectively referred to in their totality as the "Shopping Center."

2. **Amendment of Paragraph B.1.(g) of Declaration.** Paragraph B.1.(g) of the Declaration, as amended, is hereby further amended by deleting said Paragraph B.1.(g) of the Declaration in its entirety and replacing it with the following:

(g) Pad" and/or "Pads," as used herein, shall mean any of Pads 1, 2, 3, 4, 5, 6 and/or 7.

3. **Amendment of Paragraph B.11 of Declaration.** Paragraph B.11 of the Declaration is hereby amended by adding the following at the end and as part of Paragraph B.11:

So long as Pad 2 shall be used for the operation of a Training Table Restaurant, no other portion of the Shopping Center shall be used for a restaurant or other food service establishment which features or specializes in the sale of flame-broiled or gourmet hamburgers. Until the earlier of May 15, 2011 or the date that Pad 4 is no longer used for the operation of an Olive Garden Restaurant, no other portion of the Shopping Center shall be used for a restaurant or other food service establishment which features or specializes in the sale of Italian food or seafood in a manner similar to GMRI or any parent, subsidiary, or affiliated company of GMRI. 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 for public identification. Nothing contained in this paragraph shall

be interpreted to preclude a pizza or a seafood fast food operation at the Shopping Center.

4. **Amendment of Paragraph B.2.(b) of Declaration.** Paragraph B.2.(b) of the Declaration, as amended, is hereby amended by deleting the words "including Pads 5 and 7" and replacing those words with "including Pads 5 through 7."

5. **Amendment of Exhibit A to Declaration – "Site Plan".** Exhibit A to the Declaration entitled "Site Plan", as amended, is hereby amended by deleting said Exhibit A in its entirety and replacing it with the Site Plan attached hereto as Exhibit A and by this reference made a part hereof.

6. **Addition of New Paragraph B.18 to Declaration.** The Declaration is hereby amended by adding the following as a new Paragraph B.18 to the Declaration:

18. Subdivision Plat. At the request of any Owner of property located within Phase 1 and/or Phase 2 of the Shopping Center, each other Owner of property located within Phase 1 and Phase 2: (a) shall join in executing and acknowledging a commercial subdivision plat or a commercial planned unit development plat for those phases that complies with the requirements of Provo City so long as such plat does not adversely affect an Owner; and (b) shall use its best efforts to cause any lenders holding security instruments on the signing Owner's property to consent to the plat.

7. **Amendment of Section 6.1 of CAM Agreement.** Section 6.1 of the CAM Agreement is hereby amended by substituting The Haws Companies, a Utah corporation, in the place of "Haws-Leasure Companies," as the "Maintenance Director" under the CAM Agreement.

8. **Amendment of Section 6.2 of CAM Agreement.** Section 6.2 of the CAM Agreement is hereby amended by adding the phrase "or an affiliate of such owner or prime lessee" at the end and as part of the first sentence of Section 6.2 of the CAM Agreement.

9. **Amendment of Section 18.2 of CAM Agreement.** Section 18.2 of the CAM Agreement is hereby amended by deleting the phrase "term of sixty-five (65) years from the date hereof" appearing in Section 18.2 of the CAM Agreement and replacing it with the phrase "a perpetual term".

10. **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.

11. **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.

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

COUNTERPART SIGNATURE PAGE TO
FOURTH AMENDMENT TO DECLARATION OF EASEMENTS,
COVENANTS AND RESTRICTIONS AFFECTING LAND (ECR) AND FIRST
AMENDMENT OF COMMON AREA MAINTENANCE AGREEMENT

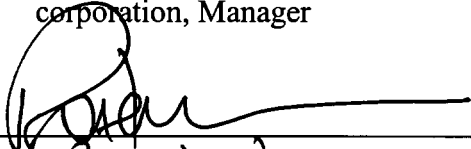
THIS COUNTERPART SIGNATURE PAGE is attached to and forms part of that certain "Fourth Amendment to Declaration of Easements, Covenants and Restrictions Affecting Land (ECR) and First Amendment of Common Area Maintenance Agreement" (the "Amendment") that is dated effective the ____ day of September, 2002; that relates to the Plum Tree Shopping Center located in Provo, Utah County, Utah; and that is executed by New Plum Tree, LLC, a Utah limited liability company, 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 and CAM Agreement, 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 25 day of September, 2002.

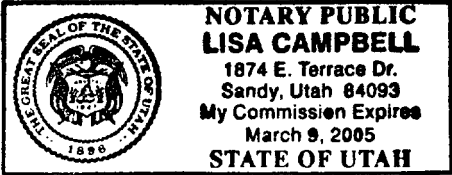
NEW PLUM TREE, LLC, a Utah limited liability company

By: NPT Manager Corporation, a Utah corporation, Manager

By: 
Name: Richard A. Hows
Title: Manager.

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

The foregoing instrument was acknowledged before me this 25 day of September, 2002, by Richard A. Haws, Manager of NPT Manager Corporation, a Utah corporation, Manager of New Plum Tree, LLC, a Utah limited liability company.




Lisa Campbell
Notary Public

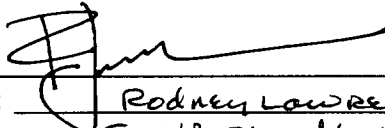
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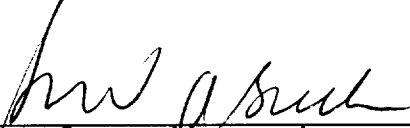
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DATED this 26 day of September, 2002.

SHOPKO STORES, INC., a Wisconsin corporation (formerly a Minnesota corporation) doing business in Utah as UvalKo ShopKo Stores, Inc. 

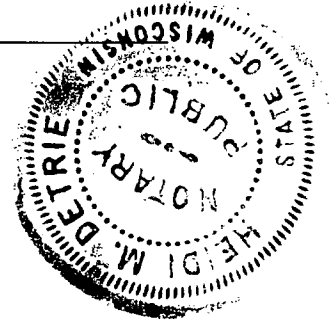
By: 
Name: Rodney Lawrence
Title: Sr. VP Store Marketing

By: 
Name: Susan A. Buckner
Title: Sr. Corporate Counsel, Asst. Secretary

STATE OF Wisconsin)
) ss.
COUNTY OF Brown)

The foregoing instrument was acknowledged before me this 25th day of September, 2002, by Senior Corporate Counsel, Susan Bucina of Shopko Stores, Inc., d/b/a UvalKo ShopKo Stores, Inc., a Wisconsin corporation.

Heidi M. Detrie
Notary Public



STATE OF UTAH)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200____, by _____ of Shopko Stores, Inc., d/b/a UvalKo ShopKo Stores, Inc., a Wisconsin corporation.

Notary Public

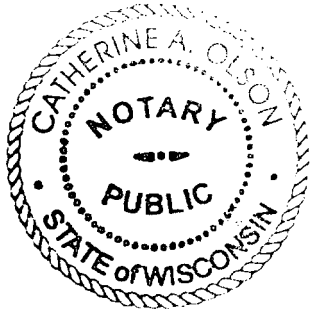
STATE OF Wisconsin)
) ss.
COUNTY OF Brown)

The foregoing instrument was acknowledged before me this 25th day of September, 2002, by Senior Corporate Counsel, Susan Bickna of Shopko Stores, Inc., d/b/a UvalKo ShopKo Stores, Inc., a Wisconsin corporation.

Heidi M. Pietie
Notary Public

STATE OF ~~WISCONSIN~~ WISCONSIN)
) ss.
COUNTY OF BROWN)

The foregoing instrument was acknowledged before me this 26th day of September, 2002, by Rodney Lawrence, SR. VP Store Marketing of Shopko Stores, Inc., d/b/a UvalKo ShopKo Stores, Inc., a Wisconsin corporation.



Catherine A. Olson
Notary Public

COUNTERPART SIGNATURE PAGE TO
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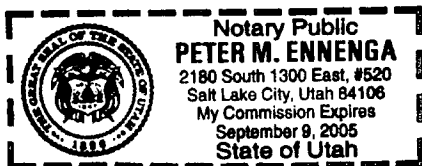
DATED this 25 day of September, 2002.

TRAINING TABLE LAND & HOLDING
COMPANY, L.C., a Utah limited liability company

By: [Signature]
Name: Kent J. Chard
Title: Manager

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

The foregoing instrument was acknowledged before me this 25th day of September, 2002, by Kent J. Chard, Manager of TRAINING TABLE LAND & HOLDING COMPANY, L.C., a Utah limited liability company.



[Signature]
Notary Public

COUNTERPART SIGNATURE PAGE TO
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DATED this 9th day of ~~September~~ ^{October}, 2002.

GMRI, INC., a Florida corporation formerly known as General Mills Restaurants, Inc.

By: *William S. Hemmerly*
 Name: William S. Hemmerly
 Title Director, Asset Management & Technology

js

STATE OF Florida)
) ss.
 COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 30 day of September, 2002, by William S. Hemmerly, Director, Asset Mgmt & Technology of GMRI, Inc., a Florida corporation.



Laura A. Ham
 Commission # CG 904693
 Expires Jan. 24, 2004
 Bonded Thru
 Atlantic Bonding Co., Inc.

Laura A. Ham
 Notary Public

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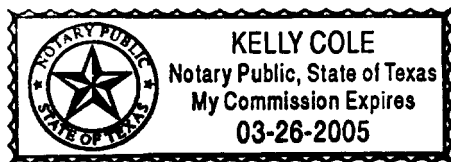
DATED this 9th day of ~~September~~^{October}, 2002.

FLEMING COMPANIES, INC., an Oklahoma corporation

By: [Signature]
 Name: Charles L. Hall
 Title: Senior Vice President

STATE OF Texas)
) ss.
 COUNTY OF Denton)

The foregoing instrument was acknowledged before me this 25th day of September, 2002, by Charles L. Hall, sr. vice president of Fleming Companies, Inc., an Oklahoma corporation.

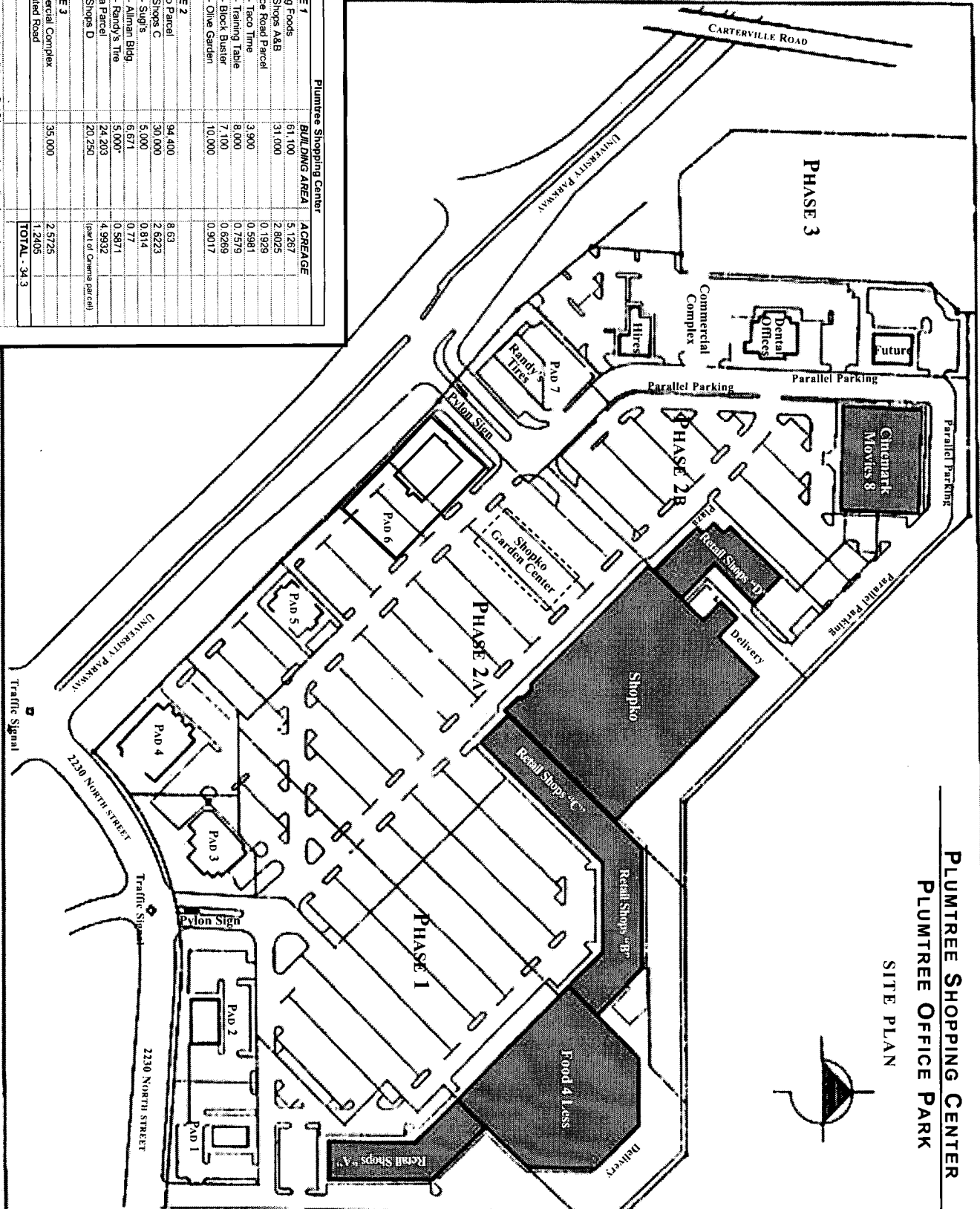


[Signature]
 Notary Public

EXHIBIT A
(Site Plan)

Plumtree Shopping Center		
PHASE 1	BUILDING AREA	ACREAGE
Fleming Foods	61,100	5.1267
Retail Shops A&B	31,000	2.8025
Entrance Road Parcel		0.1929
Pad 1 - Taco Time	3,900	0.5981
Pad 2 - Training Table	8,000	0.7519
Pad 3 - Block Buster	7,100	0.6269
Pad 4 - Olive Garden	10,000	0.9017
PHASE 2		
Shopko Parcel	94,400	8.63
Retail Shops C	30,000	2.8223
Pad 5 - Sights	5,000	0.814
Pad 6 - Alaman Bldg	6,671	0.77
Pad 7 - Randy's Tire	5,000*	0.5871
Cinema Parcel	24,203	4.9932
Retail Shops D	20,250	(part of Cinema parcel)
PHASE 3		
Commercial Complex	35,000	2.5725
Dedicated Road		1.2405
TOTAL		34.3

* If the building on Pad 7 is not used at any time for a restaurant or any other business selling food for on-site consumption, then the Permissible Building Area or floor space for Pad 7 may be increased to 7,000 S.F.



PLUMTREE SHOPPING CENTER
 PLUMTREE OFFICE PARK
 SITE PLAN



PLUMTREE SHOPPING CENTER
 PLUMTREE OFFICE PARK

HAWES
 BAROOK PAGE

EXHIBIT B
(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:

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 6
Pad 7
Cinema Parcel and Retail D
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°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°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°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 North 88°26' East 219.887 feet; thence South 1°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

BEGINNING at a point which is the intersection of the North right-of-way line of 2230 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 2230 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.

LESS: Beginning at a point which is the intersection of the North right-of-way line of 2230 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 the arc of a 11539.16 foot radius curve to the left (radius point bears South 44°49'53" West) 8.00 feet to a point on a 525.47 foot radius curve to the right (radius point bears South 45°36'56" East) thence Northeasterly along the arc of said curve 104.72 feet, thence South 1°34' East 9.53 feet to a point on a 517.47 foot radius curve to the left (radius point bears South 34°45'59" East) thence Southwesterly along the arc of said curve 98.045 feet and along the right-of-way line of said 2230 North Street to the POINT OF BEGINNING.
Contains 0.0186 acres.

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 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.

LESS AND EXCEPTING THE FOLLOWING:

Beginning at a point on the Northeasterly right-of-way line of University Parkway said point being on the arc of a 11,539.16 foot radius curve (the radius point bears South 40°42'11" West), said point also being West 840.65 feet and North 1479.81 feet from the South quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence continuing along said right-of-way line and along said curve 235.80 feet, the chord of which bears South 49°08'22" East 235.80 feet; thence North 43°26'00" East 135.85 feet; thence North 46°34'00" West 235.56 feet; thence South 43°26'00" West 146.44 feet to the point of beginning.

Contains: 8.63 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 feet 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 feet 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

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PAD 6

Beginning at a point on the Northeasterly right-of-way line of University Parkway said point being on the arc of a 11,539.16 foot radius curve (the radius point bears South 40°42'11" West), said point also being West 840.65 feet and North 1479.81 feet from the South quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence continuing along said right-of-way line and along said curve 235.80 feet, the chord of which bears South 49°08'22" East 235.80 feet; thence North 43°26'00" East 135.85 feet; thence North 46°34'00" West 235.56 feet; thence South 43°26'00" West 146.44 feet to the point of beginning.

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 Meridian (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 AND RETAIL D

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 Meridian (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 North property line North 88°27'37" East 344.65 feet to the 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°26'40" West 144.36 feet along said Right-of-Way line; thence leaving said Right-of-Way line North 1°14' East 150.65 feet; thence North 88°26' East 31.63 feet; thence North 0°34'22" East 423.12 feet; thence North 43°13'18" East 54.42 feet; thence North 88°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°32'23" East); thence Southeasterly along the arc of said curve 40.19 feet through a central angle of 92°06'45"; thence South 0°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°25'38" East); thence Southeasterly along the arc of said curve 77.65 feet through a central angle of 36°37'04"; thence South 43°26' West 170.31 feet to the point of beginning.

Contains 2.5725 Acres