

Return to:
SHOPKO STORES, INC.
P.O. Box 19060
2800 South Ashland
Green Bay, Wisconsin
54307-9060

PARTY WALL AGREEMENT
ENT 12545 BK 2400 PG 883
NINA B REID UTAH COUNTY RECORDER DEP NB
1987 APR 3 10:46 AM FEE 15.00
RECORDED FOR VALLEY TITLE COMPANY

VALLEY TITLE

20615

THIS AGREEMENT made this 2 day of ~~March~~ ^{April}, 1987, by and between Shopko Stores, Inc., d/b/a Uvalko Shopko Stores, Inc., a Minnesota corporation ("Shopko") and Plum Tree Associates, a Utah general partnership consisting of Granada, Inc., a Utah Corporation, and Plum Tree Partnership, an Idaho general partnership, its successors and assigns ("Developer").

WHEREAS, Shopko has an Option to Purchase a parcel of land situated in Provo, Utah County, Utah, which is a portion of the Plum Tree Shopping Center (Phase 2), marked on the Site Plan attached hereto as Exhibit "A" ("Shopko parcel"); and

WHEREAS, the Developer owns or controls parcels of land situated contiguously to the Shopko parcel marked "Retail C" and "Retail D" on Exhibit "A", ("Developer parcels"); and

WHEREAS, the parties to this Agreement desire that any wall erected on or about the common property lines of said parcels described on Exhibit "A" shall be a party wall.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, it is hereby agreed as follows, to wit:

1. Shopko shall construct walls on each of the common property lines of the Shopko parcel which abut the Developer parcels in the areas identified on Exhibit "A" as part of the

building to be constructed by Shopko. This wall shall be a twelve (12) inch concrete block wall and may be utilized by the Developer for purposes of enclosure of its building on the Developer parcels, but not for weight bearing purposes, except pursuant to paragraph 5 below.

2. Either of the parties may at any time extend the party wall horizontally or vertically, may add to the thickness of the wall or of any extension thereof already built, but not more than twelve (12) inches of the thickness of any wall or extension of the wall built by either party shall be placed upon the land of the other party without the consent of the other, which consent shall not be unreasonably withheld, and either party may rebuild and restore the wall in case of partial or total destruction thereof in the same location of the wall which existed prior to the destruction.

3. The wall, original, rebuilt or restored, and any extension of or addition to the same, shall be built in a substantial and workmanlike manner, and shall conform in all respects to the laws and codes regulating the construction of buildings in force at the time; and the party building any extension of or addition to the wall shall take all due measure, to cause the least possible inconvenience to the other party, and shall do whatever work may be necessary to leave the building of the other party in as good condition as before.

4. Each of the parties hereto shall be responsible for maintaining the surfaces of the party wall facing into their respective parcels.

5. Whenever either of the parties desires to use the whole or any part of the wall, original, rebuilt or restored or any extension thereof, built by the other party as a load bearing wall, the one so using shall pay to the other party, or those claiming under it, fifty percent (50%) of the cost of construction of the commonly used portion of the wall at the time of commencement of common use, or of such extension, including the cost of foundations, piles, stones, concrete block and any other materials incorporated therein. Whenever either of the parties desire to use the whole or any part of the wall, original, rebuilt and restored or any extension thereof built by the other party for purposes other than as a load bearing wall, the party so using the wall shall be responsible for their own costs associated with such use. Specifically, without limitation, either party constructing a wall abutting the common property line adjoining or parallel to the existing party wall shall be responsible for sealing the roof line at points of abutment, as necessary to prevent moisture seepage.

6. Except as provided in paragraph 5 above, no claim shall be made by either of the parties, or of those claiming under them respectively for payment in respect of any addition to the thickness of the wall, original, rebuilt or restored or of any extension thereof.

7. In the event of a disagreement between the parties hereto or their successors in ownership as to the costs of the whole or any portion of the party wall, or of any extension or addition thereto, or any portion thereof, the same shall be resolved by negotiation or such other method of dispute resolution as to which the parties mutually agree, or, if no agreement is reached, the parties may avail themselves of any and all rights and remedies which they may have at law or equity.

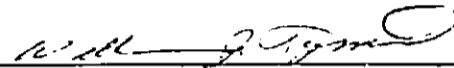
8. The parties hereto, for themselves, their successors and assigns, do covenant with each other that the agreements herein contained shall be covenants running with the land, and that the rights, duties and obligations hereunto of each party, and of those claiming under him or them, shall be binding upon, and inure to the benefit of their respective successors and assigns.


ENT12545 BK 2400 PG 887

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

"SHOPKO"

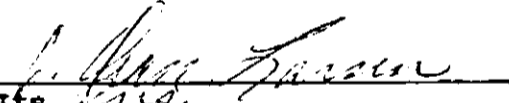
SHOPKO STORES, INC., d/b/a
Uvalko Shopko Stores, Inc.,
a Minnesota Corporation

By: 
William J. Tyrrell,
President

By: 
William C. Hunt,
Secretary

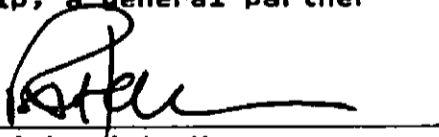
"DEVELOPER"

GRANADA, INC.
a Utah corporation

By: 
Its pres.

PLUM TREE ASSOCIATES,
a Utah general partnership,

By: Plum Tree Partnership
an Idaho general partner-
ship, a general partner

By: 
Richard A. Haws
Designated Agent

By: Granada, Inc., a Utah corporation, a general partner

By *J. Wade Garrison*
Its *JWG*

STATE OF Wisconsin)
) ss.
County of Brown)

On this 31st day of March, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM J. TYRRELL, known or identified to me to be the President of SHOPKO STORES, INC., d/b/a Uvalko Stores, Inc., a Minnesota corporation, the corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

J. Wade Garrison
Notary Public for Wisconsin
Residing at 1234 Main St.
My commission expires: 12/31/90



STATE OF Minnesota)
) ss.
County of Hennepin)

ENT12545 BK 2400 PG 889

On this 20th day of March, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM C. HUNT, known or identified to me to be the Secretary of SHOPKO STORES, INC., d/b/a Uvalko Stores, Inc., a Minnesota corporation, the corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Lynne K. Jeurissen
Notary Public for Minnesota
Residing at Belle Plaine
My commission expires: 10/10/90



STATE OF Utah)
) ss.
County of Salt Lake)

On this 2nd day of ^{April}~~March~~, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared C. Dean Larsen, known or identified to me to be the President of GRANADA, INC., a Utah corporation, the corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Christid. Mattei
Notary Public for Utah
Residing at Salt Lake Co.
My commission expires: 5-28-90

STATE OF Utah)
) ss.
County of Salt Lake)

ENT12545 BK 2400 PG 890

On this 2nd day of ~~March~~ ^{April}, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD A. HAWS, known or identified to me to be the Designated Agent of PLUM TREE PARTNERSHIP, an Idaho general partnership, known or identified to me to be the manager of PLUM TREE ASSOCIATES, a Utah general partnership, the partnership that executed the within and foregoing instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Christid. Mattei
Notary Public for Utah
Residing at Salt Lake County
My commission expires: 5-28-90

State of Utah)
) ss.
County of Salt Lake)

On this 2nd day of April, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared C. Dean Larsen, known or identified to me to be the President of GRANADA, INC., a Utah corporation, known or identified to me to be a general partner of PLUM TREE ASSOCIATES, a Utah general partnership, the partnership that executed the within and foregoing instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunder set my hand and affixed my official seal the day and year in this certificate first above written.



Christid. Mattei
Notary Public for Utah
Residing at Salt Lake Co.
My Commission Expires: 5-28-90

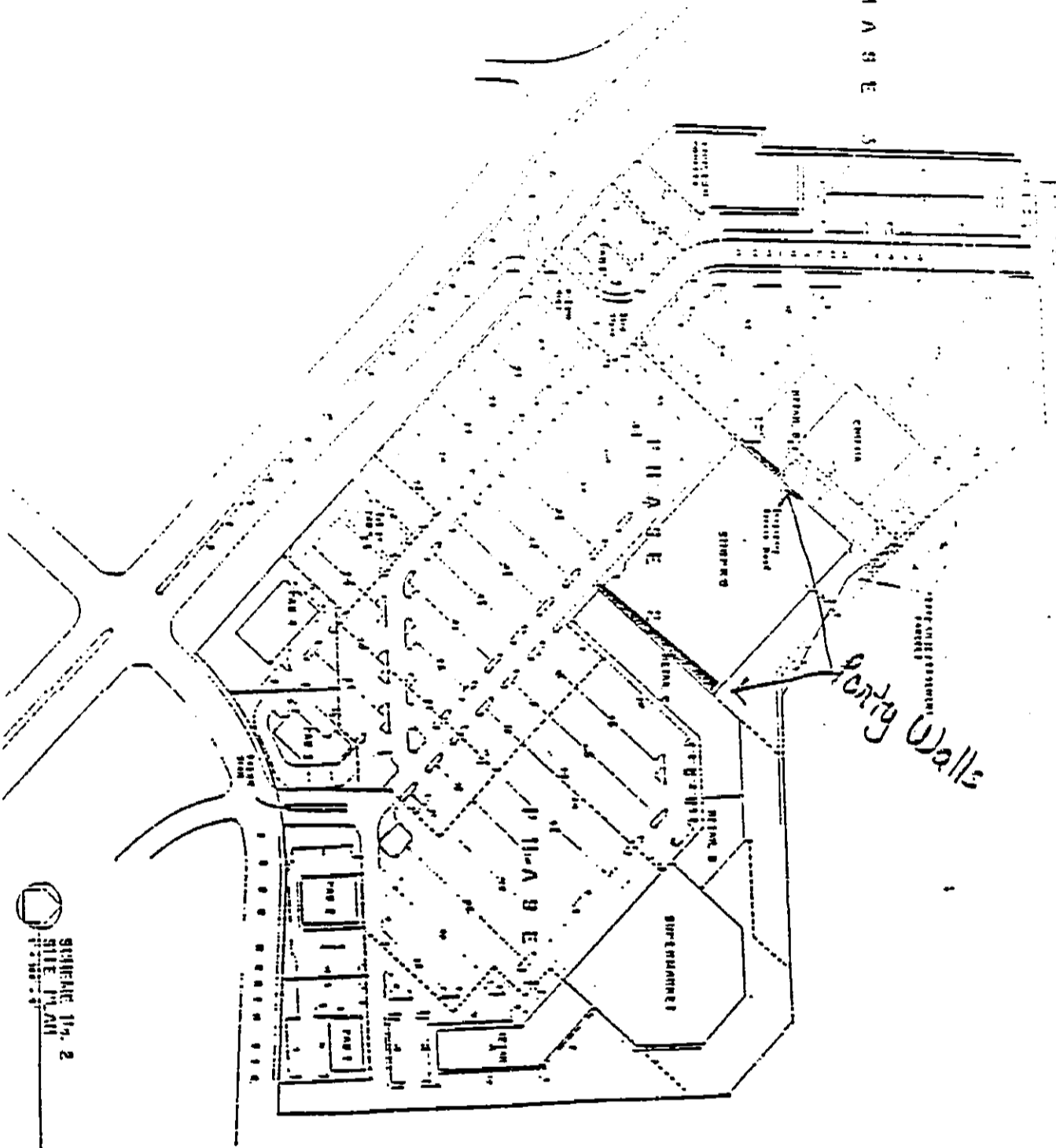
ENT 12545 BK 2400 PG 891


EXHIBIT "A"

SITE PLAN AND LEGAL DESCRIPTION OF THE SHOPKO PARCEL

PARTY WALL AGREEMENT - 9
7/3-24-87/A12/PWA

Item	Quantity	Unit	Description
1	1	SQ FT	Asphalt Paved
2	1	SQ FT	Gravel Paved
3	1	SQ FT	Concrete
4	1	SQ FT	Grass
5	1	SQ FT	Other

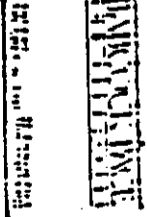


 **SHEET 11-2**
SITE PLAN
 11-2-78

PLUM TREE SHOPPING CENTER

a joint development by
 HAYS-IVORY COMPANY
 WRIGHT-LEISURE DEVELOPMENT COMPANY

PROVO, UTAH



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.

Contains: 9.4000 Acres