

Return to Haws-Ivory:  
370 East South Temple #500  
Salt Lake City, Utah 84111

ENT 12535 BK 2400 PG 664  
NINA B REID UTAH COUNTY RECORDER DEP MB  
1987 APR 3 10:22 AM FEE 13.00  
RECORDED FOR VALLEY TITLE COMPANY

**VALLEY TITLE** FIRST AMENDMENT TO PARTY WALL AND BUFFER STRIP AGREEMENT  
# 20615

THIS AMENDMENT (the "Amendment") is entered into effective the 20th day of March 1987 by GRANADA, INC., a Utah corporation, on behalf of itself, its successors and assigns (collectively "Granada") and BRIGHAM YOUNG UNIVERSITY, a Utah corporation, on behalf of itself, its successors and assigns (collectively "BYU").

**R E C I T A L S :**

A. Party Wall Agreement. On or about August 6, 1986 Granada and BYU entered into a "Party Wall and Buffer Strip Agreement" (the "Agreement") that was recorded on September 4, 1986 as entry no. 29345, page 246, book 2336 in the records of the Utah County, Utah Recorder. The Party Wall Agreement burdens that certain real property (the "Granada Property") that is located in Utah County, Utah and that is described more particularly on exhibit A that is attached to the Agreement.

B. BYU Property. BYU owns certain real property (the "BYU Property") that is located in part adjacent to the eastern and northern boundaries of the Granada Property.

C. Exchange Properties. On the date hereof Granada has conveyed to BYU that certain real property (the "Granada Exchange Property") that is located in Utah County, Utah and that is described more particularly on exhibits A-1 and A-2 that are attached hereto and that are incorporated herein by reference. On the date hereof BYU has conveyed to Granada that certain real property (the "BYU Exchange Property") that is located in Utah County, Utah and that is described more particularly on exhibit B that is attached hereto and that is incorporated herein by reference.

D. Intent of Parties. By entering into this Amendment the parties desire to modify the Agreement in order to reflect the exchanges of the Granada Exchange Property for the BYU Exchange Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Granada and BYU hereby agree as follows:

1. Granada Exchange Property. The Granada Exchange Property is hereby eliminated as part of the Granada Property for the purposes of the Agreement. BYU, as the present fee title holder of the BYU Property benefitted by the Agreement, hereby releases the Granada Exchange Property from the restrictions that are set forth in the Agreement.

EXHIBIT E  
TO REAL ESTATE EXCHANGE  
AGREEMENT

2. BYU Exchange Property. The BYU Exchange Property is hereby added to the Granada Property for the purposes of the Agreement. Granada hereby subjects the BYU Exchange Property to all of the restrictions, affirmative covenants, conditions and equitable servitudes that are set forth in the Agreement, which obligations shall run with the BYU Exchange Property; shall be binding upon all persons having any right, title or interest in the BYU Exchange Property or any part thereof, their heirs, successors and assigns; and shall inure to the benefit of the BYU Property.

3. Survey Map. The "Survey Map" that is attached to the Agreement as exhibit B is hereby amended in order to reflect the new "Boundary Lines" (as defined in the Agreement) between the BYU Property and the Granada Property that are created because of the exchange of the BYU Exchange Property and the Granada Exchange Property.

GRANADA, INC., a Utah corporation

ATTEST:

Steven C. Apple  
Secretary/Treasurer

By: Wayne A. Jensen  
WAYNE A. JENSEN C. DEAN LARSEN  
Vice President

BRIGHAM YOUNG UNIVERSITY, a Utah Corporation

By: Alvin F. Andersen  
Its: \_\_\_\_\_

STATE OF UTAH )  
:ss  
COUNTY OF SALT LAKE )

On this 3<sup>rd</sup> day of April 1967, personally appeared before me Wayne A. Jensen, who, being by me duly sworn, did say that he is the Vice President of GRANADA, INC., a Utah corporation and that the foregoing FIRST AMENDMENT TO PARTY WALL AND BUFFER STRIP AGREEMENT was signed on behalf of said corporation by authority of such corporation's bylaws or a

resolution of its board of directors, and said C. DEAN LARSEN  
acknowledged to me that said corporation executed the same.

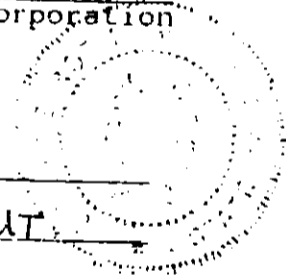
\_\_\_\_\_  
Notary Public  
Residing in: \_\_\_\_\_

My Commission Expires:  
\_\_\_\_\_

STATE OF UTAH            )  
                                  :SS  
COUNTY OF UTAH        )

On this 26<sup>th</sup> day of March 1987, personally appeared  
before me Dee F. Andersen, who, being by me duly sworn,  
did say that he is the Admin. Vice President of BRIGHAM  
YOUNG UNIVERSITY, a Utah corporation, and that the foregoing  
FIRST AMENDMENT TO PARTY WALL AND BUFFER STRIP AGREEMENT was  
signed on behalf of said corporation by authority of its bylaws  
or a resolution of its board of directors, and said Dee F.  
Andersen acknowledged to me that said corporation  
executed the same.

Jeanine Roth  
\_\_\_\_\_  
Notary Public  
Residing in: Provo, UT



My Commission Expires:

3-19-90

RHTD629

*JHR Development Inc.*

P. O. BOX 27492 SALT LAKE CITY, UTAH 84127

PARCEL 1

Proposed Exchange Parcel

Exchanged from Plum Tree Associates to Brigham Young University

Beginning at a point on the Northerly line of the Plum Tree Shopping Center Development said point being North 1918.45 feet and West 141.27 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 61°48'49" West 120.044 feet; thence South 46°34' East 84.25 feet; thence North 88°26' East 44.65 feet to the point of beginning.

Contains: 1330 Square feet or 0.0305 Acres.

Exhibit A-1 to First Amendment to Party Wall  
and Buffer Strip Agreement

*JHR Development Inc.*

P. O. BOX 27492 SALT LAKE CITY, UTAH 84127

PARCEL 3

Proposed Exchange Parcel

Exchanged from Plum Tree Associates to Brigham Young University

Beginning at a point on the Northerly line of the Plum Tree Shopping Center Development said point being North 2391.414 feet and West 633.97 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 88°27'37" West 51.337 feet; thence South 46°34' East 286.523 feet; thence North 38°18'55" West 252.822 feet to the point of beginning.

Contains: 5,198 Square feet or 0.1193 Acres

Exhibit A-2 to First Amendment to Party Wall  
and Buffer Strip Agreement

*JHR Development Inc.*

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P. O. BOX 27492 SALT LAKE CITY, UTAH 84127.

PARCEL 2

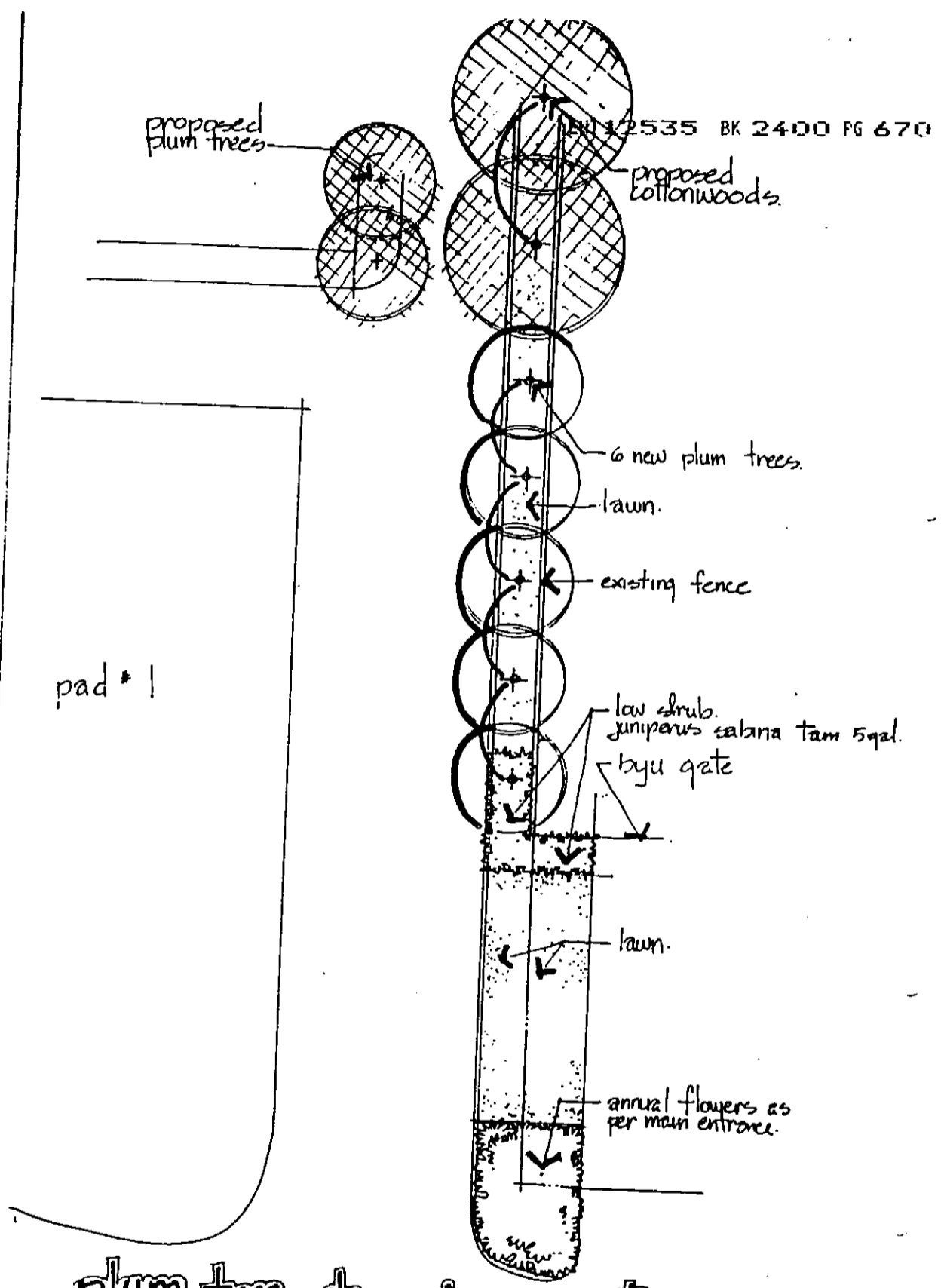
Proposed Exchange Parcel

Exchanged from Brigham Young University to Plum Tree Associates

Beginning at a point on the Northerly line of the Plum Tree Shopping Center Development said point being North 1975.15 feet and West 247.08 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 46°34' West 316.931 feet; thence South 38°18'55" East 209.035 feet; thence South 61°48'49" East 114.075 feet to the point of beginning.

Contains: 4754 Square feet or 0.1091 Acres.

Exhibit B to First Amendment to Party Wall  
and Buffer Strip Agreement



12535 BK 2400 PG 670

# plum tree shopping center east entrance

scale 1" = 20'-0"



Nelson Johnson and Partners - Architects Landscape Architects Planners  
 William V. Nelson J. McKay Jonathan Mark A. Goody J. Bruce Jorgensen  
 510 South 600 East - Salt Lake City, Utah 84102 801 - 322 - 5543  
 Exhibit F to Real Estate Exchange Agreement

EXHIBIT G TO  
REAL ESTATE EXCHANGE  
AGREEMENT

ENT12535 BK 2400 PG 671

