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& Redwood  
West Jordan, Utah  
5/12/87

AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
AND  
GRANT OF EASEMENTS

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AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS  
AND GRANT OF EASEMENTS

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("Declaration") is made as of the 27<sup>th</sup> day of MAY, 1987, by and between Price Development Company, a Utah corporation ("First Party"), Albertson's, Inc., a Delaware corporation ("Albertson's"), and Shopko Stores, Inc., d/b/a Uvalko/Shopko Stores, Inc., a Minnesota corporation ("Shopko").

I. PRELIMINARY

1.1 Definitions:

(a) "Adjoining Property": That certain real property located in the City of West Jordan, County of Salt Lake, State of Utah, and more particularly described in Schedule II attached hereto and incorporated herein by this reference.

(b) "Albertson's": Albertson's, Inc., a Delaware corporation, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an entirety, and any wholly owned subsidiary thereof, and whose present address is 250 Parkcenter Boulevard, P.O. Box 20, Boise, Idaho 83726.

(c) "Building Area": All those areas on each Parcel shown as Building Area or Expansion Area on Exhibit "A" attached hereto and incorporated herein by this reference.

(d) "Common Area": All those areas on each Parcel which are not Building Area together with those portions of the Building Area on each Parcel which cannot under the terms of this Declaration be used for buildings. Canopies which extend over the Common Area and any columns or posts supporting same shall be deemed to be a part of the building to which they are attached and not a part of the Common Area.

(e) "Common Area Maintenance Agreement": That certain Amended and Restated Common Area Maintenance Agreement encumbering the Shopping Center and recorded concurrently herewith.

(f) "Consenting Owners": The Owners of Parcel 2, Parcel 4 and that portion of Parcel 3 designated Shops "F"; provided, however, that in the event any such Owner sells its Parcel and becomes the Prime Lessee thereon, said Prime Lessee is hereby appointed the entity to cast the vote or give the

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consent for said Parcel on behalf of the Owner thereof so long as it is the Prime Lessee of said Parcel.

(g) "Expansion Area": All those areas on Parcels 1A, 2 and 3 located within the "Expansion Limit Line" shown on Exhibit "A" attached hereto which are from time to time covered by a building or other commercial structure.

(h) "First Party": Price Development Company, a Utah corporation, whose present address is 35 Century Park-Way, Salt Lake City, UT 84115.

(i) "floor area": The total number of square feet of floor space in a building, whether or not actually occupied, including basement, subterranean, balcony and mezzanine space. Floor area shall be measured from the exterior line of the exterior walls and from the center line of any party or common interior walls without deduction for columns, walls or other structural or nonstructural components.

(j) "Lienholder": Any mortgagee under a mortgage or a trustee or beneficiary under a deed of trust constituting a lien on any Parcel.

(k) "Owner": The record holder of fee simple title to a Parcel, its heirs, personal representatives, successors and assigns.

(l) "Parcel": Parcel 1, 1A, 2, 3, 4 or 5 as shown on Exhibit "A" and more particularly described in Schedule I attached hereto and incorporated herein by this reference.

(m) "person": Individuals, partnerships, firms, associations, corporations, trusts, governmental agencies, administrative tribunals or any other form of business or legal entity.

(n) "Prime Lessee": An Owner of a Parcel who sells said Parcel to an unaffiliated third party and thereafter enters into a net lease for said Parcel with such third party or its lessee or sublessee. Prime Lessee includes the successors and assigns of said Prime Lessee but does not include the sublessees, licensees or concessionaires of said Prime Lessee.

(o) "Restrictions": The easements, covenants, restrictions, liens and encumbrances contained in this Declaration.

(p) "Service Facilities": Loading docks, trash enclosures, bottle storage areas and other similar service facilities.

(q) "Shopko": Shopko Stores, Inc., d/b/a Uvalko/Shopko Stores, Inc., a Minnesota corporation, together with any corporation succeeding thereto by consolidation, merger or acquisition of its assets substantially as an

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entirety, and any wholly owned subsidiary thereof, and whose present address is P.O. Box 19060, Green Bay, Wisconsin 54307-9060.

(r) "Shopping Center": Parcels 1, 1A, 2, 3, 4 and 5, collectively.

1.2 Parties: First Party is the Owner of the Adjoining Property and of Parcels 1, 1A, 3 and 5. Albertson's is the Owner of Parcel 2. Shopko is the Owner of Parcel 4. The Parcels are located at the southeast corner of the intersection of 9000 South Street and Redwood Road in the City of West Jordan, County of Salt Lake, State of Utah, as shown on Exhibit "A" and more particularly described in Schedule I attached hereto.

1.3 Purpose: The parties plan to develop the Shopping Center as an integrated commercial retail sales complex for the mutual benefit of all real property in the Shopping Center and, therefore, hereby establish the Restrictions.

## II. BUILDING AND COMMON AREA DEVELOPMENT

2.1 Building Location: All buildings and other structures (except those permitted in Section 2.2 below) shall be placed or constructed upon the Parcels only in the Building Areas; provided, however, canopies and roof overhangs (including columns or posts supporting same), normal foundations, utility cabinets and meters, signs and doors for ingress and egress may project from the Building Area into the Common Area. All of the foregoing shall be constructed and maintained in accordance with all local, state and federal laws, rules and regulations applicable thereto. All Building Areas on Parcels 1, 1A and 3 on which buildings are not under construction on the date the Owner of Parcel 2 first opens its building for business shall be covered by a one inch asphalt dust cap or other alternative acceptable to the Consenting Owners and kept weed free and clean at the Owner's sole expense until such time as buildings are constructed thereon.

2.2 Common Area: Except as otherwise set forth in Section 3.1, the Common Area is reserved for the sole and exclusive joint use of the Owners of the Shopping Center, their tenants, contractors, employees, agents, customers, licensees and invitees and the subtenants, contractors, employees, agents, customers, licensees and invitees of such tenants. The Common Area may be used for vehicular driving, parking (except that there shall be no multi-level parking), pedestrian traffic, directional signs, sidewalks, walkways, landscaping, perimeter walls and fences, parking lot lighting, utilities and Service Facilities (which Service Facilities are reserved for the exclusive use of

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the Owner or occupant thereof) and for no other purpose unless otherwise specifically provided in this Declaration. No buildings or structures shall be placed or constructed in the Common Area except pylon and directional signs (as provided in Article IV), paving, bumper guards or curbs, landscape planters, lighting standards, perimeter walls and fences, utility pads and utility equipment, sidewalks and, to the extent that they are located, and do not impede access, to the rear or sides of buildings, Service Facilities. The Common Area shall be constructed in accordance with the site plan attached hereto as Exhibit "A" and shall be kept and maintained as provided for in the Common Area Maintenance Agreement. All portions of a Building Area which cannot be used for buildings shall be developed by the Owner thereof in accordance with a site plan approved by the Consenting Owners and maintained as improved Common Area. The sizes and arrangements of the Common Area improvements, including, without limitation, service drives and parking areas, striping, traffic directional arrows and signs, concrete bumpers, parking lot lighting, perimeter walls and fences, and landscaped areas, together with necessary planting, may not be changed without the written approval of the Consenting Owners; provided, however, that nothing contained in this Section 2.2 shall be in any way interpreted or construed to require the written consent of the Consenting Owners to the expansion of any building into the Expansion Area shown on Exhibit "A".

### 2.3 Type and Design of Building:

(a) Each building in the Shopping Center, now and in the future, shall be of first quality construction and architecturally designed so that its exterior elevation (including, without limitation, signs and color) will be architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. No building may be constructed nor the exterior of any existing building changed in any way (including, without limitation, signs and color) without the prior written approval of the Consenting Owners as to the exterior elevations (including, without limitation, signs and color) of the building to be constructed or modified. The standard signs and logos of Albertson's and Shopko as they may exist from time to time and the opening, closing or relocation of any door, however, shall not require approval. Notwithstanding the foregoing, the undersigned hereby approve the sign standards set forth in Exhibit "B" attached hereto and incorporated herein by this reference for all buildings now or hereafter located on Parcel 1, 1A, 3 or 5

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and agree that all signs conforming to the requirements of Exhibit "B" shall automatically and without notice to the Consenting Owners be deemed approved for all purposes of this Section 2.3(a). The parties hereby acknowledge approval of the exterior elevations dated January 30, 1987 and prepared by Nichols Naylor Architects for the Albertson's building, Shopko building and Shops "E," "F" and "G". Before the construction of any building or any modification of an existing building which requires approval is commenced, sufficient information shall be sent to the Consenting Owners to enable the Consenting Owners to make a reasonable determination as to the architectural and aesthetic compatibility of said building or modification with all other buildings in the Shopping Center. No Consenting Owner may arbitrarily or unreasonably withhold its approval of the proposed building or modification if it is architecturally and aesthetically compatible and harmonious with all other buildings in the Shopping Center. A Consenting Owner must approve or disapprove the proposal within thirty (30) days after receipt of the proposal, and, if such Owner disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproval. If a Consenting Owner rejects or disapproves the proposal and fails to provide such explanation within the thirty (30) day period, such Owner shall be deemed to have approved same; provided that, when the approval was sought, the one seeking the approval stated in writing to the one whose approval was sought that if a disapproval with explanation was not made within the thirty (30) day period, approval would then be deemed to have been given. If the proposal is disapproved as provided herein, then an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal.

(b) No building shall be built in such a manner as to adversely affect the structural integrity of any other building in the Shopping Center.

(c) All buildings on Parcels 2 and 4 and in Shops "E," "F" and "G" shall be single story with mezzanine permitted and shall not exceed thirty-one (31) feet in height. No building on Pad "A," "B," "C" or "D" shall exceed one (1) story and twenty (20) feet in height (including mechanical fixtures and equipment and screening for same). No mezzanine or basement shall be used for the sale or display of merchandise.

(d) Each Owner shall maintain or cause to be maintained the exterior of any building located on such Owner's Parcel(s) in a quality and condition comparable to that of first class shopping centers of comparable size and nature

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located in the same geographic area as the Shopping Center. All Service Facilities shall be attractively screened from view from the parking areas.

#### 2.4 Construction Requirements:

(a) All work performed in the construction, maintenance, repair, replacement, alteration or expansion of any building, sign or Common Area improvements located in the Shopping Center shall be effected as expeditiously as possible and in such a manner as not to unreasonably interfere, obstruct or delay (i) access to or from the then improved portions of the Shopping Center, or any part thereof, to or from any public right-of-way or any driveway located within the improved Common Area, (ii) customer vehicular parking in that portion of the improved Common Area located in front of any building constructed in the Shopping Center, or (iii) the receiving of merchandise by any business in the Shopping Center including, without limitation, access to Service Facilities. Staging for the construction, replacement, alteration or expansion of any building or Common Area improvements located in the Shopping Center including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials and the parking of construction vehicles and equipment shall be limited to that portion of the Shopping Center approved in writing by the Consenting Owners. Unless otherwise specifically stated herein, the person contracting for the performance of such work ("Contracting Party") shall, at its sole cost and expense, promptly repair and restore or cause to be promptly repaired and restored to its prior condition all buildings and Common Area improvements damaged or destroyed in the performance of such work.

(b) The Contracting Party shall not permit any liens to stand against any Parcel for any work done or materials furnished in connection with the performance of the work described in subparagraph (a) above; provided, however, that the Contracting Party may contest the validity of any such lien, but upon a final determination of the validity thereof the Contracting Party shall cause the lien to be satisfied and released of record. The Contracting Party shall, within thirty (30) days after receipt of written notice from the Owner or Prime Lessee of any Parcel encumbered by any such lien or claim of lien, cause any such lien or claim of lien to be released of record or transferred to bond in accordance with applicable law, failing which the Owner or Prime Lessee of said Parcel shall have the right, at the Contracting Party's expense, to transfer said lien to bond. The Contracting Party shall indemnify,

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defend and hold harmless the Owners and lessees of the Shopping Center from any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), liens, claims of lien, judgments, proceedings and causes of action arising out of or in any way connected with the performance of such work, unless caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

(c) The parties acknowledge and agree that incidental encroachments upon the Common Area may occur as a result of the use of ladders, scaffolds, store front barricades and similar facilities in connection with the construction, maintenance, repair, replacement, alteration or expansion of buildings, signs and Common Area improvements located in the Shopping Center, all of which are permitted hereunder so long as all activities requiring the use of such facilities are expeditiously pursued to completion and are performed in such a manner as to minimize any interference with use of the improved Common Area or with the normal conduct of any business in the Shopping Center.

2.5 Casualty and Condemnation: In the event all or any portion of any building in the Shopping Center is (i) damaged or destroyed by fire or other casualty or (ii) taken or damaged as a result of the exercise of the power of eminent domain or any transfer in lieu thereof, the Owner of such building shall promptly restore or cause to be restored the remaining portion of such building or, in lieu thereof, shall remove or cause to be removed the damaged portion of such building together with all rubble and debris related thereto. All Building Areas on which buildings are not reconstructed following a casualty or condemnation shall be graded or caused to be graded by the Owner thereof to the level of the adjacent property and in such a manner as not to adversely affect the drainage of the Shopping Center or any portion thereof, and shall be covered by a one inch asphalt dust cap or other alternative acceptable to the Consenting Owners and kept weed free and clean at the Owner's sole cost and expense until such time as buildings are reconstructed thereon.

2.6 Indemnification: Each Owner hereby agrees to indemnify, defend and hold harmless the other Owners and lessees from and against any and all liability, claims, damages, expenses (including reasonable attorney's fees and reasonable attorney's fees on any appeal), judgments, proceedings and causes of action for injury to or death of any person or damage to or destruction of any property occurring in the interior of any building constructed on the

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indemnifying Owner's Parcel, unless caused by the negligent or willful act or omission of the indemnified person, its tenants, subtenants, agents, contractors or employees.

### III. EASEMENTS

3.1 Ingress, Egress and Parking: Each Owner hereto, as grantor, hereby grants to the other Owners, their tenants, contractors, employees, agents, customers, licensees and invitees, and the customers, contractors, employees, agents, licensees and invitees of such tenants, for the benefit of each Parcel belonging to the other Owners, as grantees, mutual nonexclusive easements for ingress and egress by vehicular and pedestrian traffic and vehicular parking upon, over and across that portion of the Common Area located on the grantor's Parcel(s), except for those areas devoted to Service Facilities or driveup or drive through customer facilities (which facilities are reserved for the exclusive use of the Owner or occupant thereof). The reciprocal rights of ingress and egress set forth in this Section 3.1 shall apply to the Common Area for each Parcel as such area shall be increased pursuant in Section 2.2 above.

3.2 Utility Lines and Facilities: Each Owner hereto, as grantor, hereby grants to the other Owners, for the benefit of each Parcel belonging to the other Owners, as grantees, nonexclusive easements under, through and across the Common Area of the grantor's Parcel(s) for the installation, operation, maintenance, repair and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephones, electrical conduits or systems, gas mains and other public or private utilities. All such systems, structures, mains, sewers, conduits, lines and other utilities shall be installed and maintained below the ground level or surface of such easements except for ground mounted electrical transformers and such other facilities as are required to be above ground by the utility providing such service (including temporary service required during the construction, maintenance, repair, replacement, alteration or expansion of any buildings or improvements located in the Shopping Center). The installation, operation, maintenance, repair and replacement of such easement facilities shall not unreasonably interfere with the use of the improved Common Area or with the normal operation of any business in the Shopping Center. The grantee shall bear all costs related to the installation, operation, maintenance, repair and replacement of such easement facilities and shall repair to the original specifications any damage to the Common Area resulting from such use and shall provide as-built

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plans for all such facilities to the Owners of all Parcels upon which such facilities are located within thirty (30) days after the date of completion of construction of same.

(b) At any time and from time to time the Owner of a Parcel shall have the right to relocate on its Parcel any utility line or facility installed pursuant to the foregoing grant of easement which is then located on the land of such Owner, provided that any such relocation (i) shall be performed only after sixty (60) days notice of the Owner's intention to undertake the relocation shall have been given to the Owner of each Parcel served by the utility line or facility; (ii) shall not unreasonably interfere with or diminish utility service to the Parcels served by the utility line or facility; (iii) shall not reduce or unreasonably impair the usefulness or function of the utility line or facility; (iv) shall be performed without cost or expense to any other Owner or occupant of any Parcel served by the utility line or facility unless otherwise expressly agreed to the contrary; and (v) shall provide for the original and relocated area to be restored to the original specifications. The Owner performing such relocation shall provide as-built plans for all such relocated utility lines and facilities to the Owners of all Parcels served by such utility lines and facilities within thirty (30) days after the date of completion of such relocation.

(c) Each Owner agrees to grant such additional easements as are reasonably required by any public or private utility for the purpose of providing the utilities described herein provided such easements are not otherwise inconsistent with the provisions of this Declaration.

**3.3 Signs:** Each Owner, as grantor, hereby grants to the other Owners, for the benefit of each Parcel belonging to the other Owners, as grantees, easements under, through and across the Common Area of the grantor's Parcel(s) for the installation, operation, maintenance, repair and replacement of the free-standing pylon signs referred to in Section 4.3 of this Declaration including all appurtenant utility lines and facilities. Except where otherwise specifically stated herein to the contrary, the grantee(s) shall bear all costs related to the installation, maintenance, repair and replacement of its pylon sign and appurtenant facilities, shall repair to the original specifications any damage to the Common Area resulting from such use and shall provide as-built plans for all such facilities to the Owners of all Parcels upon which such facilities are located within thirty (30) days after the date of completion of construction of same.

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3.4 Building Encroachments: Each Owner, as grantor, hereby grants to the Owners of the adjoining Parcels for the benefit of said adjoining Parcels an easement for any portion of any building or structure located on an adjoining Parcel which may encroach into or over the grantor's Parcel(s); provided the easement for footings, piers, piles, grade beams and building encroachments does not exceed two (2) feet and the easement for canopies, eaves and roof overhangs does not exceed four (4) feet.

#### IV. OPERATION OF COMMON AREA

4.1 Parking: There shall be no charge for parking in the Common Area without the prior written approval of the Consenting Owners unless otherwise required by law.

4.2 Employee Parking: Anything in this Declaration to the contrary notwithstanding, areas to be used for motor vehicle parking by employees of occupants of the Shopping Center may be designated within the Shopping Center from time to time with the prior written approval of the Consenting Owners. In the event employee parking areas are designated as provided herein, then employees of any Owner, lessee or other occupant of any part of the Shopping Center shall use only those portions of the Common Area designated for such motor vehicle parking purposes. In no event shall employees park (i) within 200 feet of the front of any building located on Parcel 2 or 4 or in Shops "E," "F" or "G" or (ii) within 50 feet of any building located on Pad "A," "B," "C" or "D." The authority herein granted shall be exercised in such manner as not to discriminate against any Owner or business in the Shopping Center.

#### 4.3 Signs:

(a) Subject to governmental approval, two (2) free-standing signs shall be erected at the locations designated "Center Pylon Sign" on Exhibit "A." Except as otherwise set forth in Section 4.3(b) below, such signs shall be restricted to the designation of the Owner or occupant of Parcel 2 and the designation of one (1) other business in the Shopping Center selected by the Owner of Parcel 3. Any such business, in order to display its designation on the Center Pylon Signs, must occupy not less than 9,500 square feet of floor area. The cost of constructing, installing, maintaining, repairing and replacing the Center Pylon Sign pylon structures (including electrical hookup to the Common Area meter) shall be paid by the Owners of all Parcels entitled to display designations thereon in the proportion that the total square footage of

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each Owner's designation or designations bears to the total square footage of all designations entitled to be displayed thereon. Each person displaying a designation on the Center Pylon Sign shall supply and maintain its own sign fascia and can. The design of the Center Pylon Sign pylon structures shall be subject to the reasonable approval of the Consenting Owners, as shall be the size, design and location of the sign fascia used; provided, however, that Albertson's, Shopko and other persons occupying not less than 40,000 square feet of floor area may use such standard fascia as they from time to time use generally in carrying on their businesses. The Owner or occupant of Parcel 2 shall have the top designation on the Center Pylon Signs. The Owner of Parcel 3 shall have the right to substitute a Shopping Center designation for its business designation.

(b) Provided it does not adversely affect the erection of, or amount of signage otherwise permitted on, the Center Pylon Signs, the Owner of Parcel 4 shall have the right to erect one (1) free-standing sign ("Shopko Pylon Sign") at either one (1) of the two (2) easternmost driveways to the Shopping Center located on 9000 South Street. The Shopko Pylon Sign shall be restricted to identification of the Owner or occupant of Parcel 4. The design of the Shopko Pylon Sign pylon structure shall be subject to the reasonable approval of the Consenting Owners; as shall be the size and design of the sign fascia used; provided, however, that Shopko and other persons occupying not less than 40,000 square feet of floor area may use such standard fascia as they from time to time use generally in carrying on their businesses. The cost of constructing, installing, operating, maintaining, repairing and replacing the Shopko Pylon Sign (including all appurtenant utility lines and facilities) shall be paid by the Owner of Parcel 4. In the event the Owner of Parcel 4 is unable to obtain all governmental approvals required for erection of the Shopko Pylon Sign, the Owner of Parcel 4 is hereby granted the right to place a designation on the Center Pylon Signs for identification of the Owner or occupant of Parcel 4 subject to payment of (i) its pro rata share of the cost of constructing, installing, maintaining, repairing and replacing the Center Pylon Sign pylon structures (including electrical hookup to the Common Area Meter) and (ii) the cost of all modifications to the Center Pylon Sign pylon structures required to accommodate said designation. In such event, the Owner or occupant of Parcel 2 shall have the top designation on one (1) of the Center

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Pylon Signs and the Owner or occupant of Parcel 4 shall have the top designation on the other Center Pylon Sign.

(c) In addition to the above, the Owners of Pads "A," "B," "C" and "D" shall each have the right to construct one (1) monument sign not to exceed eight (8) feet in height and twenty-five (25) square feet in area per side adjacent to their respective pads in the locations shown on Exhibit "A." Each such monument sign shall be restricted to identification of a single business located on said pad. The design of the monument signs shall be subject to the approval of the Consenting Owners. The cost of constructing, installing, operating, maintaining, repairing and replacing the monument signs (including all appurtenant utility lines and facilities) shall be paid by the Owners of the pads constructing same.

(d) There shall be no other signs, except directional signs and signs on buildings, in the Shopping Center. All exterior building signs on Parcels 1, 1A, 3 and 5 shall be restricted to identification of the business or service located or provided therein. No exterior building sign shall be placed on penthouse screening or walls, extend above the building roof (except where such building sign is on a parapet, in which case it must be below the top of such parapet) or be painted on the exterior building surface. No exterior building or free-standing sign shall utilize flashing, moving or audible lights or appurtenances.

(e) Each Owner shall maintain or cause to be maintained in good repair and condition, all exterior building and free-standing signs for any business located on its Parcel(s); provided, however, that the cost of maintaining the Center Pylon Signs shall be paid pursuant to Section 4.3(a) above.

#### 4.4 Protection of Common Areas:

(a) Each Owner and Prime Lessee shall have the right to take such steps as it deems necessary to prevent those persons not authorized by this Declaration to use the Common Area from using the Common Area or those persons misusing the Common Area from using the Common Area for ingress, egress and parking. Such steps shall include, without limitation, the construction of fences, walls or barricades along the boundary lines of any portion of the Shopping Center except along the common boundary of any Parcel with any other Parcel and except across entrances to the Shopping Center.

(b) The Owners and occupants of all buildings located in the Shopping Center shall comply with the following provisions: (i) no building, or

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any part thereof, or any sidewalks or parking areas adjacent thereto, shall be used for conducting a second-hand store or any auction, distress, fire, bankruptcy or going-out-of-business sale; (ii) all trash and garbage shall be stored within the buildings or within those areas as may be specifically designated for same on the site plan attached hereto as Exhibit "A" or by the Consenting Owners and shall be regularly picked up at the expense of the Owners or occupants of said buildings in the areas specifically designated for same; (iii) no person shall operate an incinerator or burn trash or garbage; (iv) no person shall throw trash or garbage in any refuse container belonging to another person; (v) no plumbing facilities or storm drainage lines shall be used for any purpose than that for which they were constructed, and no foreign substance of any kind shall be thrown therein; (vi) no portion of the Common Area shall be used to distribute handbills, circulars or other political, charitable or similar material or to seek members for any organization, or to solicit contributions, or for lodging purposes, or for any parade or demonstration or other conduct which may tend to interfere with or impede the use of the Common Area by the Owners or occupants of the Shopping Center, their tenants, subtenants, contractors, employees, agents, customers, licensees or invitees; (vii) no person shall utilize flashing lights, search lights, loudspeakers, phonographs, radios or televisions which can be heard or experienced outside of the buildings; and (viii) except as otherwise permitted in Section 4.3 or 4.5, no person shall permit any placard or sign to be placed on any portion of the Common Area or on any vehicle parked in the Common Area. The expense of any breakage, stoppage or damage to plumbing or drainage lines within the Shopping Center resulting from a violation of clause (v) above shall be borne by the Owner or occupant responsible for such violation.

4.5 Sales: No portion of the Common Area, except sidewalks, shall be used for the sale or display of merchandise; provided, however, that (a) the seasonal sale of merchandise by the Owner or occupant of Parcel 2 or 4 shall be permitted from a portion of the parking lot located on Parcel 2 or 4, as the case may be, subject to the following restrictions: (i) sales shall be limited to not more than four (4) occasions per calendar year for a cumulative total of not more than sixty (60) days duration, (ii) the sales area shall be limited to not more than twenty (20) parking spaces located on Parcel 2 or 4, as the case may be, (iii) all booths, stands, displays and other structures erected in connection

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with such sales shall be maintained in a neat and attractive condition and shall be promptly removed by the Owner or occupant of Parcel 2 or 4, as the case may be, upon termination of said activities, (iv) the Common Area shall be promptly repaired to its condition immediately prior to said sale at at the sole cost and expense of the Owner or occupant of Parcel 2 or 4, as the case may be, and (v) sales shall not interfere with the free movement of vehicular traffic within the Shopping Center or with access to or from the Shopping Center, or any part thereof, to or from any public right-of-way, and (b) notwithstanding the foregoing restrictions, the sale of lawn and garden goods and supplies shall be permitted from that portion of Parcel 4 designated "Garden Sales" on Exhibit "A" attached hereto.

#### V. RESTRICTIONS ON USE

##### 5.1 Food and Drug Restrictions; General Merchandise Restrictions:

(a) No part of the Adjoining Property or Shopping Center except Parcel 2 shall be used as a supermarket (which shall be defined as any store or department containing at least 5,000 square feet of floor area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption) or for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption. No part of the Shopping Center except Parcel 2 shall be used as a delicatessen; provided, however, that the foregoing shall not apply to the operation of a delicatessen (i) containing not more than 1,500 square feet of floor area, including aisle space and storage, (ii) providing seating capacity for substantially all of its customers and (iii) located on any part of Parcel 3, 4 or 5 except Shops "F-1." No part of the Shopping Center except Parcel 2 shall be used as a bakery; provided, however, that the foregoing shall not apply to the operation of a donut shop located on any part of Parcel 3, 4 or 5 except Shops "F-1." No part of the Shopping Center except Parcel 2 shall be used for the sale of alcoholic beverages for off-premises consumption; provided, however, that the foregoing shall not apply to the operation of a liquor store in Shops "E" by the State of Utah. The foregoing restrictions shall terminate if (i) Parcel 2 is not used for the operation of a supermarket for a continuous period of one (1) year or more for any reason other than (A) strikes, lockouts or other labor difficulties, fire or other casualty, condemnation, war, riot, insurrection, act of God, the requirements of any local, state or federal law, rule or regulation or any other reason beyond the reasonable control of the Owner or occupant of Parcel 2,

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(B) the initial construction of a building on Parcel 2 or of the Common Area improvements, or (C) temporary closure due to the restoration, reconstruction, expansion, alteration or remodeling of said building or of the Common Area improvements; and (ii) prior to the reopening for business of a supermarket on Parcel 2, there is first opened for business a supermarket on either the Adjoining Property or the balance of the Shopping Center.

(b) No part of the Adjoining Property or Shopping Center except Parcel 2 shall be used for the sale or offer for sale of any ethical pharmaceutical products requiring the services of a registered pharmacist ("pharmacy"); provided, however, that a pharmacy shall be permitted in a building located on Parcel 4 containing not less than 40,000 square feet of floor area, including aisle space and storage. The foregoing restriction shall terminate if (i) Parcel 2 is not used for the operation of a pharmacy for a continuous period of one (1) year or more for any reason other than (A) strikes, lockouts or other labor difficulties, fire or other casualty, condemnation, war, riot, insurrection, act of God, the requirements of any local, state or federal law, rule or regulation or any other reason beyond the reasonable control of the Owner or occupant of Parcel 2, (B) the initial construction of a building on Parcel 2 or of the Common Area improvements, or (C) temporary closure due to the restoration, reconstruction, expansion, alteration or remodeling of said building or of the Common Area improvements; and (ii) prior to the reopening for business of a pharmacy on Parcel 2, there is first opened for business a pharmacy on either the Adjoining Property or the balance of the Shopping Center.

(c) So long as at least 65,000 square feet of Building Area on Parcel 4 is used for the operation of a general merchandise department store (as defined below), no part of the Shopping Center except Parcel 4 shall be developed or utilized as a general merchandise discount department store as listed for the State of Utah in the most current edition, from time to time, of the Directory of Discount Department Stores published by Business Guide, Inc., a division of Lebhar-Friedman, Inc., or a like successor publication.

5.2 Shopping Center Restrictions: No part of the Shopping Center shall be used as a bar, tavern, cocktail lounge, adult book or video store, automotive maintenance or repair facility, warehouse, car wash, entertainment or recreational facility or training or educational facility; for the renting, leasing or selling of or displaying for the purpose of renting, leasing or selling

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of any boat, motor vehicle or trailer; or for industrial purposes. For the purpose of this Declaration, the phrase "entertainment or recreational facility" shall include, without limitation, a theater, bowling alley, skating rink, gym, health spa or studio, dance hall, billiard or pool hall, massage parlor, game parlor or video arcade (which shall be defined as any store containing more than four (4) electronic games). The phrase "training or educational facility" shall include, without limitation, a beauty school, barber college, reading room, place of instruction or any other business catering primarily to students or trainees as opposed to customers. Anything in this Section 5.2 to the contrary notwithstanding, the foregoing restrictions shall not apply to (i) the incidental sale of alcoholic beverages in a restaurant providing seating capacity for substantially all of its customers or (ii) a gym, health spa or studio located in Shops "E" and containing not more than 4,000 square feet of floor area.

**5.3 Location Restrictions:** No part of Parcel 1 or 3 located within two hundred (200) feet of the Building Area of Parcel 2 shall be used as a restaurant or as a medical, dental, professional or business office. The total floor area of all restaurants and medical, dental, professional and business offices located in Shops "E", "F" and "G" shall not exceed 7,200 square feet. No restaurant serving alcoholic beverages shall be located on Pad "C" or "D" or in Shops "F"; provided, however, that one (1) restaurant serving beer and wine only and containing not more than 3,000 square feet of floor area shall be permitted in that portion of Shops "F" located beyond the two hundred (200) foot restriction set forth above.

**5.4 Driveup and Drive Through Facilities:** No restaurant, bank or other facility featuring vehicular driveup or drive through customer service shall be located in the Shopping Center unless the Consenting Owners have first given their written approval, which shall not be unreasonably withheld, to the location, parking and drive lanes of such facility. The parties hereby approve the vehicular driveup and drive through customer service facilities shown on Exhibit "A."

**5.5 Mall Restrictions:** There shall be no open or enclosed malls in the Shopping Center unless the Consenting Owners have first given their written approval, which shall not be unreasonably withheld, to the location of the entrance to such mall.

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## VI. GENERAL PROVISIONS

6.1 **Covenants Run With the Land:** Each Restriction on each Parcel shall be a burden on that Parcel, shall be appurtenant to and for the benefit of the other Parcels and each part thereof and shall run with the land.

6.2 **Successors and Assigns:** This Declaration and the Restrictions created hereby shall inure to the benefit of and be binding upon the Owners, their heirs, personal representatives, tenants, successors and assigns, and upon any person acquiring a Parcel, or any portion thereof, or any interest therein, whether by operation of law or otherwise; provided, however, that if any Owner sells all or any portion of its interest in any Parcel, such Owner shall thereupon be released and discharged from any and all obligations as Owner in connection with the property sold by it arising under this Declaration after the sale and conveyance of title. The new Owner of any such Parcel or any portion thereof (including, without limitation, any Owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all obligations arising under this Declaration with respect to such Parcel or portion thereof after the date of sale and conveyance of title.

6.3 **Duration:** The provisions of Article I and Article VI of this Declaration, together with the easements granted in Sections 3.1 and 3.2 of this Declaration, shall be perpetual; provided, however, that from and after the sixty-fifth (65th) anniversary of the date of this Declaration the term "Common Area" shall mean those areas on each Parcel which are not from time to time covered by a building or other structure. The easements granted in Section 3.4 of this Declaration shall last so long as the encroaching building is standing following its initial construction or following its reconstruction where such building is substantially restored to its prior condition following a casualty or condemnation. All of the other Restrictions set forth in this Declaration shall expire sixty-five (65) years from the date hereof.

6.4 **Injunctive Relief:** In the event of any violation or threatened violation by any person of any of the Restrictions contained in this Declaration, any or all of the Owners and Prime Lessees of the property included within the Shopping Center shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration or available at law or equity.

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**6.5 Modification and Termination:** This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the Owners and Prime Lessees of the Parcels containing ninety percent (90%) of the total square footage of Building Area in the Shopping Center at the time of such modification or termination, and then only by written instrument duly executed and acknowledged by all of the required persons, duly recorded in the office of the Recorder of Salt Lake County, Utah. No modification or termination of this Declaration shall affect the rights of any Lienholder unless the Lienholder consents in writing to the modification or termination.

**6.6 Requests for Approval:** Except where otherwise specifically stated to the contrary, all consents and approvals required hereunder (i) shall not be unreasonably withheld or delayed and (ii) shall be given within thirty (30) days after receipt of written notice specifying the section pursuant to which such consent or approval is requested and including copies of all documents reasonably required to grant such consent or approval. In the event written notice of approval or disapproval (with reasons specified) is not given within said thirty (30) day period, said request shall be deemed disapproved.

**6.7 Method of Approval:** Whenever the approval or consent of any Owner is required, such approval or consent shall be exercised only in the following manner. Each Parcel shall have only one (1) vote. The Owners (if consisting of more than one [1] person) of each Parcel shall agree among themselves and designate in writing to the Owners and Prime Lessees of each of the other Parcels a single person who is entitled to cast the vote for that Parcel. If the Owners of any Parcel cannot agree who shall be entitled to cast the single vote of that Parcel, or if the Owners fail to designate the single person who is entitled to cast the vote for that Parcel within thirty (30) days after receipt of request for same from any other Owner or Prime Lessee, then that Parcel shall not be entitled to vote. In the event a Parcel is not entitled to vote, its consent or approval shall not be necessary and the total square footage of Building Area located on said Parcel shall be disregarded for the purpose of computing the percentage requirement set forth in Section 6.5. Except as otherwise set forth in Section 6.5, in the event an Owner sells its Parcel and becomes the Prime Lessee thereon, said Prime Lessee is hereby appointed the entity to cast the vote or give the consent for said Parcel on behalf of the Owner thereof and is hereby granted all of the rights and remedies of the

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Owner of said Parcel so long as it is the Prime Lessee of said Parcel, anything in this Declaration to the contrary notwithstanding.

**6.8 Not a Public Dedication:** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

**6.9 Breach Shall Not Permit Termination:** It is expressly agreed that no breach of this Declaration shall entitle any person to terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such person may have hereunder by reason of any breach of this Declaration. No breach of this Declaration shall defeat or render invalid the lien of any mortgage or deed of trust made in good faith for value, but this Declaration shall be binding upon and be effective against any Owner whose title is acquired by foreclosure, trustee's sale or otherwise.

**6.10 Default:** No person shall be deemed to be in default of this Declaration except upon the expiration of thirty (30) days (ten [10] days in the event of failure to pay money) from receipt of written notice from any Owner or Prime Lessee specifying the particulars in which such person has failed to perform the obligations of this Declaration unless that person, prior to the expiration of said thirty (30) days (ten [10] days in the event of failure to pay money), has rectified the particulars specified in said notice. However, such person shall not be deemed to be in default if such failure (except a failure to pay money) cannot be rectified within said thirty (30) day period and such person is using good faith and its best efforts to rectify the particulars specified in the notice of default.

**6.11 Notices:**

(a) All notices given pursuant to this Declaration shall be in writing and shall be given by personal delivery, by United States mail or by United States express mail or other established express delivery service (such as Federal Express), postage or delivery charge prepaid, return receipt requested, addressed to the appropriate party by name and address shown on the then current real property tax rolls in Salt Lake County, Utah. All notices to First Party, Shopko or Albertson's shall be sent to the address set forth below:

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**First Party:** Price Development Company  
35 Century Park-Way  
Salt Lake City, UT 84115  
Attention: Legal Department

**Shopko:** Shopko Stores, Inc.  
P.O. Box 19060  
Green Bay, Wisconsin 54307-9060  
Attn: Director of Real Estate

with copies to:

Shopko Stores, Inc.  
P.O. Box 19060  
Green Bay, Wisconsin 54307-9060  
Attn: Corporate Treasurer

Super Valu Stores, Inc.  
P.O. Box 990  
Minneapolis, Minnesota  
Attn: Legal Department

and

Kelley, Weber, Pietz & Slater, S.C.  
530 Jackson Street  
Wausau, Wisconsin 54401  
Attn: Shopko Counsel

**Albertson's:** Albertson's, Inc.  
250 Parkcenter Boulevard  
P.O. Box 20  
Boise, ID 83726  
Attention: Legal Department

The person and address to which notices are to be given may be changed at any time by any party upon written notice to the other parties. All notices given pursuant to this Declaration shall be deemed given upon receipt.

(b) For the purpose of this Declaration, the term "receipt" shall mean the earlier of any of the following: (i) the date of delivery of the notice or other document as shown on the return receipt, (ii) the date of actual receipt of the notice or other document by the person or entity specified pursuant to this Section, or (iii) in the case of refusal to accept delivery or inability to deliver the notice or other document, the earlier of (A) the date of the attempted delivery or refusal to accept delivery, (B) the date of the post-mark on the return receipt or (C) the date of receipt of notice of refusal or notice of nondelivery by the sending party.

**6.12 Waiver:** The failure of a person to insist upon strict performance of any of the Restrictions contained herein shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default in any of the Restrictions contained herein by the same or any other person.

**6.13 Attorney's Fees:** In the event any person is required to initiate or defend any legal action or proceeding to enforce or interpret this Declaration,

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the prevailing party in any such action or proceeding shall be entitled to recover from the losing party its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal).

**6.14 Sale & Sale-leaseback Purchaser:** Notwithstanding anything to the contrary contained in this Declaration, it is expressly agreed that in the event an Owner sells its Parcel to an unaffiliated third party and thereafter enters into a net lease for such Parcel with such third party or its lessee or sublessee (hereinafter referred to collectively as the "Prime Lessor"), so long as said Owner is in possession of the property as a Prime Lessee the parties hereto shall look solely to said Prime Lessee (and said Prime Lessee shall be liable therefor) for the performance of any obligations either the Prime Lessee or the Prime Lessor shall have under this Declaration and the Prime Lessor shall be relieved of any obligation for the performance of or liability for the Restrictions set forth herein relating to either the Prime Lessee or its Parcel.

**6.15 Severability:** If any term or provision of this Declaration or the application of it to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Declaration or the application of such term or provision to persons or circumstances, other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Declaration shall be valid and shall be enforced to the extent permitted by law.

**6.16 Not a Partnership:** The provisions of this Declaration are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any other similar relationship between the parties.

**6.17 Captions and Headings:** The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

**6.18 Entire Agreement:** This Declaration, together with the Common Area Maintenance Agreement, contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any party.

**6.19 Construction:** In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other

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genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

6.20 Joint and Several Obligations: In the event any party hereto is composed of more than one person, the obligations of said party shall be joint and several.

6.21 Recordation: This Declaration shall be recorded in the Records of Salt Lake County, Utah.

6.22 Estoppel Certificate: Each Owner and Prime Lessee hereby agrees, upon written request of any other Owner or Prime Lessee, to issue to any prospective purchaser or Lienholder for value an estoppel certificate stating (i) whether the person to whom the request has been directed knows of any default under this Declaration and, if there are known defaults, specifying the nature thereof; (ii) whether to its knowledge the Declaration has been assigned, modified or amended in any way (and, if it has, stating the nature thereof); and (iii) whether to its knowledge (if such be the case) the Declaration as of that date is in full force and effect. Such estoppel certificate shall in no event subject the person furnishing it to any liability whatsoever.

6.23 Counterparts: This Declaration may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute a single instrument, and shall be effective upon execution of one or more of such counterparts by each of the parties hereto.

6.24 Succession: This Declaration supersedes and replaces that certain Declaration of Restrictions and Grant of Easements between First Party and

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Albertson's recorded May 15, 1987, as Entry No. 4458299 in Book 5918, Page 2892, Official Records of Salt Lake County, Utah.

EXECUTED as of the day and year first above written.

Albertson's, Inc.,  
a Delaware corporation

BY: Thomas L. Saldin  
Senior Vice President

BY: Miranda O. Conroy  
Secretary

FIRST PARTY:  
Price Development Company,  
a Utah corporation

BY: [Signature] Exec.

BY: [Signature] ASST. SEC.

Shopko Stores, Inc.,  
dba Uvalko Shopko Stores, Inc.,  
a Minnesota corporation

BY: [Signature]  
William J. McCell, President

BY: [Signature]  
William C. Hunt, Secretary

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STATE OF IDAHO )  
 ) ss.  
County of Ada )

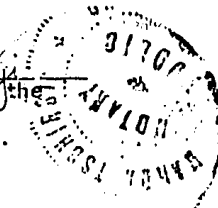
On this 13th day of May, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas R. Saldin and Minnie O. Armstrong, to me known to be the Senior Vice President and the Secretary, respectively, of Albertson's, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

5/1/88

Standa Tschirgi  
Notary Public in and for the  
State of Idaho.  
Residing at Boise, Idaho.



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

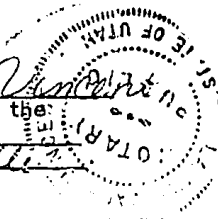
On this 29th day of May, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared G. Rex Frazier and Michael C. Frei, to me known to be the Exec. V.P. and Asst. Secy, respectively, of Price Development Company, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

August 1, 1989

Laura Jane Vandenberg  
Notary Public in and for the  
State of Utah  
Residing at Rayville



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STATE OF

County of Brown ) ss.

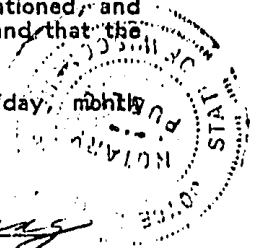
On this 22<sup>nd</sup> day of May, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared William J. Durrell, to me known to be the President of Shopko Stores, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

12-23-87

James S. Penning  
Notary Public in and for the  
State of Wisconsin  
Residing at Green Bay, WI



STATE OF MINNESOTA )  
County of HENNEPIN ) ss.

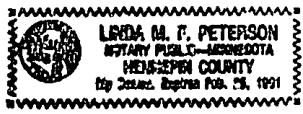
On this 27<sup>th</sup> day of May, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared William C. Hunt, to me known to be the Secretary of Shopko Stores, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

2/25/91

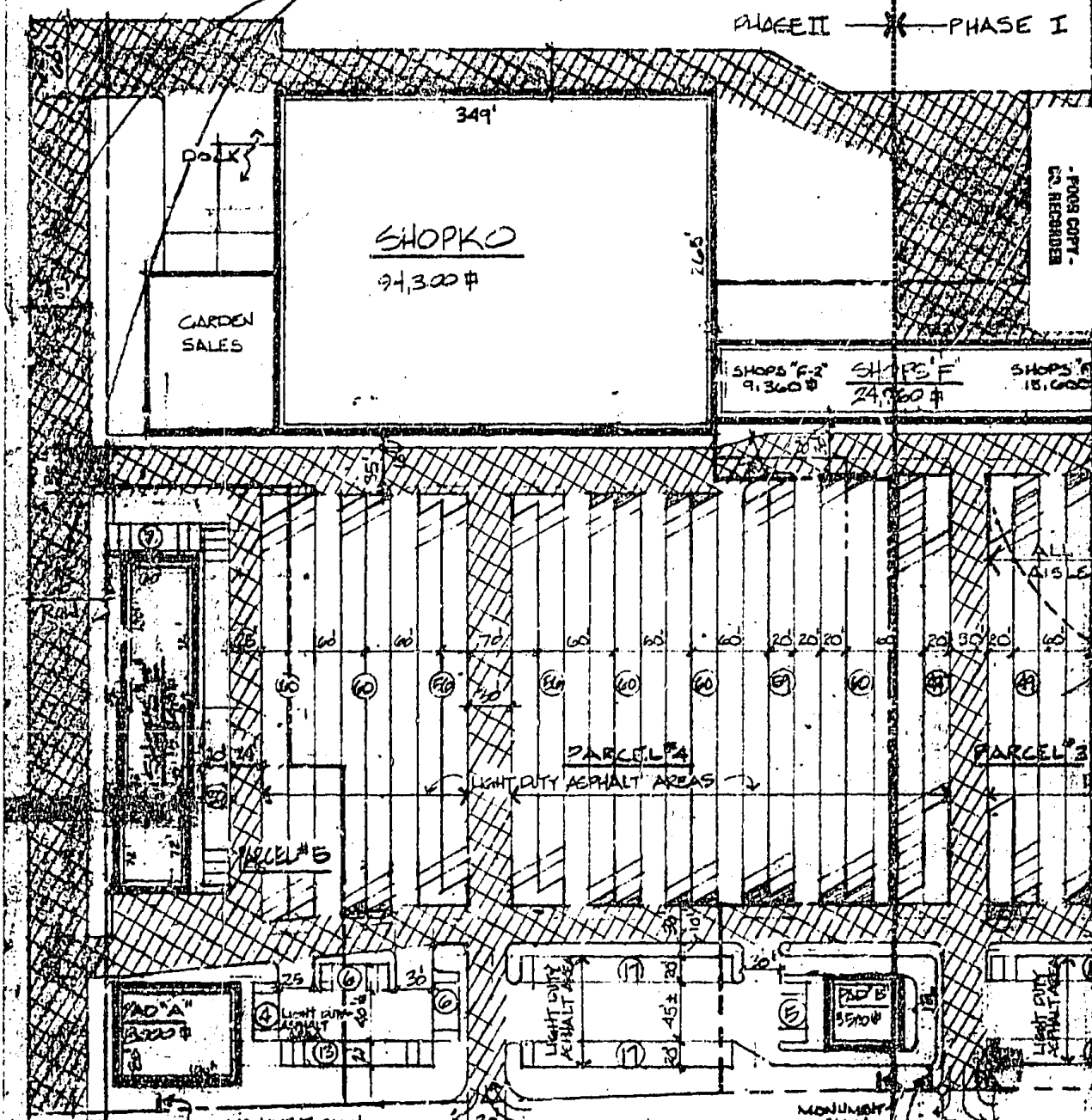
Linda M. F. Peterson  
Notary Public in and for the  
State of Minnesota  
Residing at Eden Prairie, MN



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NOT A PART OF SITE WORK

PHASE II ← PHASE I



**GENERAL NOTES**

- Drawn 11/04 Based on Survey
- No Truckwalls, Natural Deck Only
- Parking Requirements:
  - 1.5 SPACES/1000 S.F.A
  - Building Subtotal: 0' Area 51000 S.F.
  - Landscape Requirements: 10% OF OPEN SPACE
- Parking Requirements:
  - Existing: "PG"
  - Required: "PL"

**90TH SOUTH**

**LEGEND**

- Property Line
- Parcel Line
- Easement Limit Line
- Loading Area

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## EXHIBIT "B"

### SIGN CRITERIA

#### A. General Requirements

1. All signs will be reviewed by Mike Brown, as First Party's Tenant Coordinator, by Nichols Naylor Architects, or by such other person approved by the Consenting Owners ("Tenant Coordinator") for conformance with this criteria and overall design quality. Approval or disapproval of sign submittal based on esthetics or design shall remain the sole right of the Tenant Coordinator.
2. All signs and their installation shall comply with all local building and electrical codes.
3. No projections above or below the sign limits will be permitted. Signs must be within limits indicated by the Tenant Coordinator.
4. No script will be permitted unless it is part of an established trademark of tenant.
5. Wording of signs shall not include the product sold except as part of tenant's trade name or insignia.
6. No signs with the face perpendicular to the face of the building or storefront will be permitted except for those tenants located in Shops "E".
7. Each tenant shall be permitted to place upon each entrance of its premises not more than 144 square inches of gold leaf or decal application lettering not to exceed two inches (2") in height indicating hours of business, emergency telephone numbers, etc.
8. Except as provided herein, no advertising placards, banners, pennants, names, insignia, trademarks or other descriptive material shall be affixed or maintained upon the glass panes and supports of the show windows and doors or upon the exterior walls of the building or within 24 inches of the show windows.
9. Each tenant who has a non-customer door for receiving merchandising may have, as approved by the Tenant Coordinator, uniformly applied on said door in location, as directed by the Tenant Coordinator in 2 inch high block letters, the tenant's name and address. Where more than one tenant uses the same door, each name and address shall be applied. Color or letters will be as selected by the Tenant Coordinator.

#### B. Materials

1. The height of the sign shall be maximum of 30 inches and the depth from the back of sign to face shall be a maximum of five inches.
2. All sign lettering shall be internally illuminated.
3. All signs must be UL approved. 60 MA transformers on all mercury (argon gas) tubing. 30 MA transformers may be used on non-mercury filled tubes.
4. All sign lettering shall have plastic letter face.
5. The width of tenant's fascia sign shall not exceed 60 percent of the width of the store or shop and shall be centered within the tenant's space.
6. All signs shall be individual letter type mounted as required by this Exhibit "B."
7. No exposed lamps, transformers, tubing, crossover, conductors or conduit will be permitted.

8. No audible, flashing or animated signs will be permitted.
9. Letter fastening clips or hardware are to be concealed where reasonably possible and be of galvanized stainless or aluminum metals and painted to match the background fascia if exposed to view.
10. No labels will be permitted on the exposed surface of signs, except those required by local ordinance which shall be placed in an inconspicuous location.

**C. Installation**

1. Tenant Coordinator will approve exact location of sign in relation to tenant's storefront width prior to any installation. Notwithstanding the foregoing, no sign shall be placed on penthouse walls, extend above the building roof or be painted on the exterior building surface.
2. Electrical service and hook-up to all signs shall be from tenant's meter at tenant's expense.
3. Conduits, transformers and other equipment must be concealed by the fascia or raceway.
4. All penetrations of the building structure required for sign installation shall be sealed in a watertight condition and shall be patched to match the adjacent finish.
5. Set all letters to the surface of the fascia or raceway.

**D. Applicability**

1. The sign criteria set forth in this Exhibit "B" shall apply to all buildings constructed on Parcels 1, 1A, 3 and 5.

**LARSEN & MALMQUIST, INC.**  
**CONSULTING ENGINEERS & LAND SURVEYORS**  
2736 South 2700 West • West Valley City, Utah 84119 • (801) 972-2634

**SCHEDULE I**

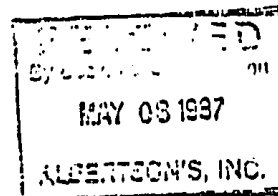
**LEGAL DESCRIPTION**

**RIVER POINTE PLAZA  
PARCEL 1**

BEGINNING at a point on the East line of Redwood Road (1700 West Street), said point being South 00°03'25" East 348.48 feet along the Quarter Section line and North 89°53'45" East 53.00 feet from the Center of Section 3, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°53'45" East 84.59 feet; thence South 00°06'15" East 221.34 feet; thence North 89°53'45" East 75.00 feet; thence South 00°06'15" East 169.00 feet; thence South 89°53'45" West 4.50 feet; thence South 00°06'15" East 52.33 feet; thence South 89°53'45" West 155.46 feet to the East line of Redwood Road; thence North 00°03'25" West along said East line 442.67 feet to the POINT OF BEGINNING. Contains 1.2372 acres.

PREPARED FOR: Price Development Co.  
35 Century Parkway  
Salt Lake City, Utah 84115

PREPARED BY: Robert S. Markham, P.E.  
L & M No. 01435-86E/S  
May 13, 1987



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**LARSEN & MALMQUIST, INC.**  
**CONSULTING ENGINEERS & LAND SURVEYORS**  
2736 South 2700 West • West Valley City, Utah 84119 • (801) 972-2634

**SCHEDULE I**

**LEGAL DESCRIPTION**

**RIVER POINTE PLAZA  
PARCEL 1 A**

BEGINNING at a point on the East line of Redwood Road (1700 West Street), said point being South  $00^{\circ}03'25''$  East 193.01 feet along the Quarter Section line and North  $89^{\circ}53'45''$  East 53.00 feet from the Center of Section 3, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North  $89^{\circ}53'45''$  East 160.00 feet; thence South  $00^{\circ}03'25''$  East 61.94 feet; thence North  $89^{\circ}53'45''$  East 138.17 feet; thence South  $00^{\circ}06'15''$  East 78.54 feet; thence South  $89^{\circ}53'45''$  West 298.23 feet to the East line of Redwood Road; thence North  $00^{\circ}03'25''$  West along said East line 140.47 feet to the POINT OF BEGINNING. Contains 0.7651 acres.

PREPARED FOR: Price Development Co.  
35 Century Parkway  
Salt Lake City, Utah 84115

PREPARED BY: Robert S. Markham, P.E.  
L & M No. 01435-86E/S  
May 13, 1987

**LARSEN & MALMQUIST, INC.**  
**CONSULTING ENGINEERS & LAND SURVEYORS**  
2736 South 2700 West • West Valley City, Utah 84119 • (801) 972-2634

**SCHEDULE I**

**LEGAL DESCRIPTION**

**RIVER POINTE PLAZA  
PARCEL 2**

BEGINNING at a point on the South line of 9000 South Street, said point being North 89°53'45" East 213.00 feet along the Quarter Section line and South 00°03'25" East 73.00 feet from the Center of Section 3, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°53'45" East along said line 35.20 feet; thence South 00°06'15" East 139.82 feet; thence North 89°53'45" East 258.30 feet; thence South 00°06'15" East 226.14 feet; thence South 89°53'45" West 101.00 feet; thence South 00°06'15" East 239.86 feet; thence North 89°53'45" East 150.00 feet; thence South 00°06'15" East 144.66 feet; thence South 89°53'45" West 503.33 feet to East line of Redwood Road (1700 West Street); thence North 00°03'25" West along said East line 52.33 feet; thence North 89°53'45" East 155.46 feet; thence North 00°06'15" West 52.33 feet; thence North 89°53'45" East 4.50 feet; thence North 00°06'15" West 169.00 feet; thence South 89°53'45" West 75.00 feet; thence North 00°06'15" West 221.34 feet; thence South 89°53'45" West 84.59 feet; thence North 00°03'25" West 15.00 feet; thence North 89°53'45" East 298.23 feet; thence North 00°06'15" West 78.34 feet; thence South 89°53'45" West 138.17 feet; thence North 00°03'25" West 181.94 feet to the POINT OF BEGINNING. Contains 4.3179 acres (188,087 square feet).

PREPARED FOR: Price Development Co.  
35 Century Parkway  
Salt Lake City, Utah 84115

PREPARED BY: Robert S. Markham, P.E.  
L & M No. 01435-86E/S  
May 13, 1987

CONSULTING ENGINEERS & LAND SURVEYORS

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**LARSEN & MALMQUIST, INC.**  
**CONSULTING ENGINEERS & LAND SURVEYORS**  
2736 South 2700 West • West Valley City, Utah 84119 • (801) 972-2634

**SCHEDULE I**

**LEGAL DESCRIPTION**

**RIVER POINTE PLAZA  
PARCEL 3**

BEGINNING at a point on the South line of 9000 South Street, said point being North  $89^{\circ}53'45''$  East 240.14 feet along the Quarter Section line and South  $00^{\circ}06'15''$  East 73.00 feet from the Center of Section 3, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North  $89^{\circ}53'45''$  East 329.32 feet along said South line to a point of an 11,512.20 foot radius curve to the left (center bears North  $00^{\circ}06'15''$  West 11,512.20 feet of which the central angle is  $01^{\circ}03'22''$ ); thence Northeasterly along the arc of said curve and said South line 212.19 feet; thence South  $00^{\circ}06'15''$  East 141.77 feet; thence South  $89^{\circ}53'45''$  West 136.00 feet; thence South  $00^{\circ}06'15''$  East 331.00 feet; thence North  $89^{\circ}53'45''$  East 136.00 feet; thence South  $00^{\circ}06'15''$  East 155.00 feet; thence South  $89^{\circ}53'45''$  West 384.00 feet; thence North  $00^{\circ}06'15''$  West 259.86 feet; thence North  $89^{\circ}53'45''$  East 101.00 feet; thence North  $00^{\circ}06'15''$  West 226.14 feet; thence South  $89^{\circ}53'45''$  West 258.50 feet; thence North  $00^{\circ}06'15''$  West 139.82 feet to the POINT OF BEGINNING. Contains 4.4677 acres.

PREPARED FOR: Price Development Co.  
35 Century Parkway  
Salt Lake City, Utah 84115

PREPARED BY: Robert S. Markham, P.E.  
L & M No. 01435-B6E/S  
February 25, 1987

CONSULTING CIVIL - STRUCTURAL ENGINEERING AND LAND SURVEYING

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**LARSEN & MALMQUIST, INC.**  
**CONSULTING ENGINEERS & LAND SURVEYORS**  
2736 South 2700 West • West Valley City, Utah 84119 • (801) 972-2634

**SCHEDULE I**

**LEGAL DESCRIPTION**

**RIVER POINTE PLAZA  
PARCEL 4**

BEGINNING at a point on the South line of 9000 South Street, said point being North 89°53'45" East 789.64 feet along the Quarter Section line and South 00°06'15" East 71.04 feet from the Center of Section 3, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being on an 11,512.20 foot radius curve to the left (center bears North 01°09'37" West 11,512.20 feet of which the central angle is 01°27'14"); and running thence Northeasterly along the arc of said curve and South line 292.15 feet; thence South 00°06'15" East 236.86 feet; thence North 89°53'45" East 41.00 feet; thence South 00°06'15" East 216.00 feet; thence North 89°53'45" East 141.14 feet; thence South 00°00'50" East 367.00 feet; thence South 89°53'45" West 134.22 feet; thence North 00°06'15" West 25.00 feet; thence South 89°53'45" West 381.00 feet; thence North 60°06'15" West 66.68 feet; thence South 89°53'45" West 134.60 feet; thence North 00°06'15" West 144.66 feet; thence North 89°53'45" East 234.00 feet; thence North 00°06'15" West 153.00 feet; thence South 89°53'45" West 136.00 feet; thence North 00°06'15" West 331.00 feet; thence North 89°53'45" East 136.00 feet; thence North 00°06'15" West 141.77 feet to the POINT OF BEGINNING. Contains 9.0005 acres.

PREPARED FOR: Price Development Co.  
35 Century Parkway  
Salt Lake City, Utah 84115

PREPARED BY: Robert S. Markham, P.E.  
L & M No. 01435-86E/S  
February 17, 1987

CONSULTING CIVIL - STRUCTURAL ENGINEERING AND LAND SURVEYING

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**LARSEN & MALMQUIST, INC.**  
**CONSULTING ENGINEERS & LAND SURVEYORS**  
2736 South 2700 West • West Valley City, Utah 84119 • (801) 972-2834

**SCHEDULE I**

**LEGAL DESCRIPTION**

**RIVER POINTE PLAZA  
PARCEL 5**

BEGINNING at a point on the South line of 9000 South Street, said point being North 89°53'45" East 1081.64 feet along the Quarter Section line and South 00°06'15" East 61.95 feet from the Center of Section 3, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being on an 11,512.20 foot radius curve to the left; thence Northeasterly along the arc of said curve and said South line 152.799 feet to a point of tangency; thence North 86°37'31" East 46.87 feet to the point of an 11,406.16 foot radius curve to the right; thence along the arc of said curve and South line 43.573 feet; thence South 00°00'50" East 852.64 feet; thence South 89°53'45" West 60.00 feet; thence North 00°00'50" West 367.00 feet; thence South 89°53'45" West 141.14 feet; thence North 00°06'15" West 216.00 feet; thence South 89°53'45" West 41.00 feet; thence North 00°06'15" West 256.86 feet to the POINT OF BEGINNING. Contains 2.9690 acres.

PREPARED FOR: Price Development Co.  
35 Century Parkway  
Salt Lake City, Utah 84115

PREPARED BY: Robert S. Markham, P.E.  
L & M No. 01435-86E/S  
February 11, 1987

CONSULTING CIVIL - STRUCTURAL ENGINEERING AND LAND SURVEYING

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SCHEDULE II

Adjoining Property

D E S C R I P T I O N

BEGINNING at a point on the East line of Redwood Road (1700 West Street), said point being South  $00^{\circ}03'25''$  East 843.48 feet and North  $89^{\circ}53'45''$  East 53.00 feet from the center of Section 3, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North  $89^{\circ}53'45''$  East 350.00 feet; thence South  $00^{\circ}03'25''$  East 481.31 feet; thence South  $89^{\circ}58'05''$  West 350.00 feet to the East line of Redwood Road; thence North  $00^{\circ}03'25''$  West along the East line 480.87 feet to the point of BEGINNING.

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