

FIRST AMERICAN TITLE
AW # 501057
7629216

WHEN RECORDED, RETURN TO:

Albertson's, Inc.
c/o Tracy V. Vance
Meuleman & Miller LLP
960 Broadway Avenue, Suite 400
Boise, ID 83706

7629216
05/01/2000 04:35 PM 50.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
BY: ADB, DEPUTY - WI 19 P.

**THIRD AMENDMENT TO AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS**

THIS THIRD AMENDMENT TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("Third Amendment") is made and entered into this 1st day of May, 2000, by and among **Albertson's, Inc.**, a Delaware corporation ("Albertson's"), **Price Development Company, Limited Partnership**, a Maryland limited partnership (formerly Price River Pointe Plaza Company, Ltd., a Utah limited partnership) ("Price"), **ShopKo Stores, Inc., d/b/a Uvalko/ShopKo Stores, Inc.**, a Wisconsin corporation ("ShopKo") and **Carl Karcher Enterprises, Inc., d/b/a Carl's Jr.**, a California corporation ("Carl's Jr.").

RECITALS:

A. Albertson's is the owner of Parcel 2, Price is the owner of Parcel 1 and a portion of Parcels 3 and 5, ShopKo is the owner of Parcel 4 and Carl's Jr. is the owner of Parcel 1A of that certain real property located in West Jordan, Utah, commonly known as River Pointe Plaza shown on Exhibit "A" and particularly described on Schedule I attached hereto and incorporated herein by this reference (the "Subject Property"). Pads A, B and C as shown on Exhibit "A" are owned by third parties.

B. Albertson's, ShopKo, and Price Development Company, the predecessor-in-interest of Price, entered into that certain Amended and Restated Declaration of Restrictions and Grant of Easements dated May 27, 1987 and recorded June 5, 1987 as Instrument No. 4470260, Records of Salt Lake County, Utah, as modified by the First Amendment to Amended and Restated Declaration of Restrictions and Grant of Easements dated June 7, 1988 and recorded July 18, 1988 as Instrument No. 4650833, Records of Salt Lake County, Utah, and as further modified by the Second Amendment to Amended and Restated Declaration of Restrictions and Grant of Easements dated July 21, 1994 and recorded November 9, 1994 as Instrument No. 5963096, Records of Salt Lake County, Utah (collectively, the "Declaration").

BK8358PG8483

C. Section 6.5 of the Declaration provides that the Declaration may be modified only with the consent of the Owners and Prime Lessees of Parcels containing ninety percent (90%) of the total Building Area of the Subject Property at the time of such modification.

D. Albertson's, Price, ShopKo and Carl's Jr. are the Owners and such persons designated pursuant to Section 6.7 of the Declaration of the Parcels containing not less than ninety percent (90%) of the total Building Area of the Subject Property on the date of this Third Amendment. There is currently no Prime Lessee of any Parcel of the Subject Property.

E. Concurrent with this Third Amendment, Albertson's has acquired certain real property from Price (the "Expansion Property") that had been heretofore described in the Declaration as comprising a part of Parcel 3. A new legal description of Parcel 2 (reflecting an increase in its size as a result of the purchase of the Expansion Property by Albertson's) and Parcel 3 (reflecting a reduction in its size as a result of the sale of the Expansion Property to Albertson's) is included in Schedule I attached to this Third Amendment. Parcels 2 and 3, as reconfigured, and the reconfigured Building Areas on such Parcels, are among the matters shown on the site plan of the Subject Property attached to this Third Amendment as Exhibit "A".

F. The parties to this Third Amendment desire to further amend the Declaration as hereinafter provided.

NOW, THEREFORE, and in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties amend the Declaration as follows:

AGREEMENTS:

1. The parties affirm the truth and accuracy of the foregoing Recitals and incorporate the same into the agreements contained in this Third Amendment.
2. All capitalized terms in this Third Amendment shall have the same meanings ascribed to them in the Declaration.
3. Schedule I to the Declaration is deleted, and Schedule I attached to this Third Amendment is substituted therefor.
4. Exhibit "A" to the Declaration is deleted, and Exhibit "A" attached to this Third Amendment is substituted therefor.
5. The effective date of this Third Amendment shall be the date upon which it is recorded in the Official Records of Salt Lake County, Utah.

6. Except as modified by this Third Amendment, the Declaration shall remain in full force and effect and the parties ratify and confirm the Declaration as amended hereby. In the event of any conflict between this Third Amendment and the Declaration, the terms of this Third Amendment shall prevail.

7. Each party (and consenting party) executing this Third Amendment represents and warrants to each other party (and consenting party) that it has full authority and right to execute this instrument.

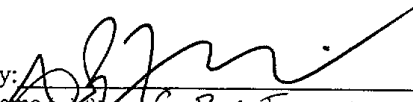
8. Each party (and consenting party) executing this Third Amendment represents and warrants to each other party (and consenting party) that (i) no mortgage or deed of trust encumbers any part or portion of such party's (or consenting party's) respective interest in the Shopping Center, and (ii) no Lienholder or other person(s) (other than attached hereto) is required by any agreement with such party (or consenting party) to consent to this Third Amendment.


9. This Third Amendment may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Third Amendment has been executed as of the day and year first above written.

PRICE:
Price Development Company, Limited
Partnership, a Maryland limited partnership

By: JP Realty, Inc., a Maryland
corporation
Its: General Partner


By: 
Name (print): G. Rex Frazier
Its: President
Title

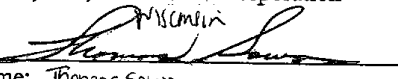
Attest: 
LEGAL DEPT. APPROVAL
Name (print): PAUL K. MASDENHALL
Its: General Counsel
Title

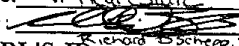
IA12515VDOCS\DEC3RD.09A

ALBERTSON'S:
Albertson's, Inc., a Delaware corporation

By: _____
C. Lee Mumford
Its: Vice President, Real Estate Law

SHOPKO 
ShopKo Stores, Inc., d/b/a Uvalko/ShopKo
Stores, Inc., a Minnesota corporation

By: 
Name: Thomas Souza
Title: VP Real Estate

Attest: 
Richard Schupp, Sr. VP General Counsel, Security

CARL'S JR.:
Carl Karcher Enterprises, Inc., d/b/a
Carl's Jr., a California corporation

By: _____
Name: _____
Title: _____

BK8358P68485

6. Except as modified by this Third Amendment, the Declaration shall remain in full force and effect and the parties ratify and confirm the Declaration as amended hereby. In the event of any conflict between this Third Amendment and the Declaration, the terms of this Third Amendment shall prevail.

7. Each party (and consenting party) executing this Third Amendment represents and warrants to each other party (and consenting party) that it has full authority and right to execute this instrument.

8. Each party (and consenting party) executing this Third Amendment represents and warrants to each other party (and consenting party) that (i) no mortgage or deed of trust encumbers any part or portion of such party's (or consenting party's) respective interest in the Shopping Center, and (ii) no Lienholder or other person(s) (other than attached hereto) is required by any agreement with such party (or consenting party) to consent to this Third Amendment.

9. This Third Amendment may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Third Amendment has been executed as of the day and year first above written.

PRICE:
Price Development Company, Limited Partnership, a Maryland limited partnership

By: JP Realty, Inc., a Maryland corporation
Its: General Partner

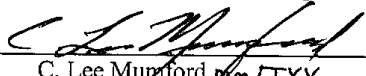
By: _____
Name (print): _____
Its: _____
Title

Attest:

Name (print): _____
Its: _____
Title

EN12515\DOCS\DEC3RD.09B

ALBERTSON'S:
Albertson's, Inc., a Delaware corporation

By: 
C. Lee Mumford
Its: Vice President, Real Estate Law

SHOPKO:
ShopKo Stores, Inc., d/b/a Uvalko/ShopKo Stores, Inc., a Minnesota corporation

By: _____
Name: _____
Title: _____

CARL'S JR.:
Carl Karcher Enterprises, Inc., d/b/a Carl's Jr., a California corporation

By: _____
Name: _____
Title: _____

BK8358PG8486

6. Except as modified by this Third Amendment, the Declaration shall remain in full force and effect and the parties ratify and confirm the Declaration as amended hereby. In the event of any conflict between this Third Amendment and the Declaration, the terms of this Third Amendment shall prevail.

7. Each party (and consenting party) executing this Third Amendment represents and warrants to each other party (and consenting party) that it has full authority and right to execute this instrument.

8. Each party (and consenting party) executing this Third Amendment represents and warrants to each other party (and consenting party) that (i) no mortgage or deed of trust encumbers any part or portion of such party's (or consenting party's) respective interest in the Shopping Center, and (ii) no Lienholder or other person(s) (other than attached hereto) is required by any agreement with such party (or consenting party) to consent to this Third Amendment.

9. This Third Amendment may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Third Amendment has been executed as of the day and year first above written.

PRICE:
Price Development Company, Limited
Partnership, a Maryland limited partnership

By: JP Realty, Inc., a Maryland
corporation
Its: General Partner

By: _____
Name (print): _____
Its: _____
Title

Attest:

Name (print): _____
Its: _____
Title

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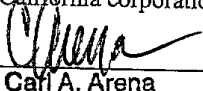
ALBERTSON'S:
Albertson's, Inc., a Delaware corporation

By: _____
C. Lee Mumford
Its: Vice President, Real Estate Law

SHOPKO:
ShopKo Stores, Inc., d/b/a Uvalko/ShopKo
Stores, Inc., a Minnesota corporation

By: _____
Name: _____
Title: _____

CARL'S JR.:
Carl Karcher Enterprises, Inc., d/b/a
Carl's Jr., a California corporation

By: 
Name: Carl A. Arena
Title: Vice President, Real Estate

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 7 day of April, 2000, before me, the undersigned, a Notary Public in and for said state, personally appeared **C. Lee Mumford**, known or identified to me to be the **Vice President, Real Estate Law, of Albertson's, Inc.**, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, 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.



Helene J. Myers
NOTARY PUBLIC for Idaho
Residing at Boise, ID
My commission expires: 12-21-2001

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ and _____, to me known to be the _____ and _____, respectively, of JP Realty, Inc., a Maryland corporation, the general partner of **Price Development Company, Limited Partnership**, a Maryland limited partnership, the limited partnership that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

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

My commission expires: _____

Notary Public in and for the State of Utah
Residing at _____

BK8358PG8488

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said state, personally appeared **C. Lee Mumford**, known or identified to me to be the **Vice President, Real Estate Law, of Albertson's, Inc.**, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, 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.

NOTARY PUBLIC for Idaho
Residing at _____
My commission expires: _____

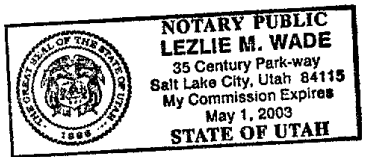
STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 7 day of April, 2003, before me, the undersigned, a Notary Public in and for said State, personally appeared Ray Jones and Paul R. Mendall to me known to be the President and Secretary, respectively, of JP Realty, Inc., a Maryland corporation, the general partner of **Price Development Company, Limited Partnership**, a Maryland limited partnership, the limited partnership that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

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

My commission expires:
5-1-2003

Lezlie M. Wade
Notary Public in and for the State of Utah
Residing at Salt Lake



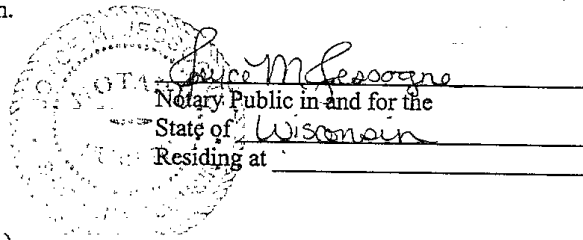
BK8358PG8489

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

On this 3rd day of April, 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas Sowa and Richard Schepp, known to me to be the VP Real Estate and Sr VP General Counsel of ShopKo Stores, Inc., doing business as Uvalko/ShopKo Stores, Inc., a Minnesota corporation, 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 said instrument. Wisconsin

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

My commission expires:
4/27/03



STATE OF _____)
) ss.
County of _____)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said state, personally appeared _____, known or identified to me to be the _____ of Carl Karcher Enterprises, Inc., doing business as Carl's Jr., a California corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, 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.

NOTARY PUBLIC for Idaho
Residing at _____
My commission expires: _____

BK8358PC8490

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known to me to be the _____ of ShopKo Stores, Inc., doing business as Uvalko/ShopKo Stores, Inc., a Minnesota corporation, 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 said instrument.

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

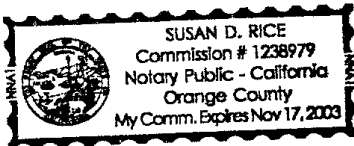
My commission expires: _____

Notary Public in and for the
State of _____
Residing at _____

STATE OF California)
) ss.
County of Orange)

On this 3rd day of April, 2000, before me, the undersigned, a Notary Public in and for said state, personally appeared Carl A. Arena, known or identified to me to be the V.P., Real Estate of Carl Karcher Enterprises, Inc., doing business as Carl's Jr., a California corporation, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, 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.



Susan D. Rice
NOTARY PUBLIC for Idaho
Residing at _____
My commission expires: _____

BK8358P68491

CONSENT

In accordance with Section 6.7 of the Declaration, Jordan River Animal Hospital Holdings, LLC, a Utah limited liability company, as the owner of a portion of Parcel 5 designated Pad A on Exhibit "A" attached hereto, does hereby consent to and join in this Third Amendment that all of its right, title and interest in the Pad A and the Shopping Center shall be subject and subordinate to the Declaration as amended by this Third Amendment.

Jordan River Animal Hospital Holdings, LLC,
a Utah limited liability company

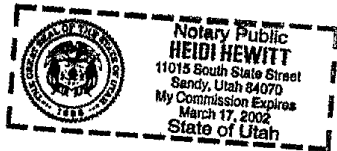
Terry L. Silkman
By: Terry L. Silkman
Its: President

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 11th day of Feb., 2000, before me, the undersigned, a Notary Public in and for said state, personally appeared Terry L. Silkman, known or identified to me to be the **president** of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company 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.

Heidi Hewitt
Notary Public for
Residing in Salt Lake
My commission expires: 3/17/02



BK8358P68492

CONSENT

In accordance with Paragraph 3.3 of that certain Lease agreement dated April 24, 1992 by and between Price, successor-in-interest to Price River Pointe Plaza Company, Ltd., as landlord, and Fashion Bug No. 2559, Inc., a Utah corporation ("Fashion Bug"), as amended by First Amendment Agreement dated September 14, 1992, Fashion Bug does hereby consent to and join in this Third Amendment and agrees that all of its right, title and interest in the Leased Premises (as defined in the Lease Agreement) and the Shopping Center shall be subject and subordinate to the Declaration as amended by this Third Amendment.

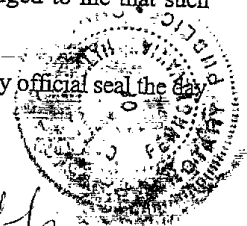
Fashion Bug No. 2559, Inc.
a Utah corporation

By: Jonathan Graub, Vice President
Its: _____

STATE OF Pennsylvania)
County of Bucks) ss.

On this 21st day of January, 2000, before me, the undersigned, a Notary Public in and for said state, personally appeared Jonathan Graub, known or identified to me to be the Vice President of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, 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.



NOTARIAL SEAL
PATRICIA A. STUBBS, Notary Public
Bensalem Twp., Bucks County
My Commission Expires May 6, 2002

Patricia A. Stubbs
NOTARY PUBLIC for Bensalem Twp.
Residing at Bucks County
My commission expires: 5/6/2002

BK8358PG8494

SCHEDULE I

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

LEGAL DESCRIPTION

RIVER POINTE PLAZA
REVISED PARCEL 1

-POOR COPY-
CO. RECORDER

BEGINNING at a point on the East line of Redwood Road (1700 West Street), said point being South 00°03'25" East 370.48 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 84.61 feet; thence South 00°06'15" East 199.34 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 420.67 feet to the POINT OF BEGINNING. Contains 1.1945 acres.

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

PREPARED BY: Robert S. Markham, P.E.
L & M No. 01435-8&E/S
Nov. 18, 1987

BK8358PG8495

SCHEDULE I

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

LEGAL DESCRIPTION

RIVER POINTE PLAZA
PARCEL 1A
(HARDEE'S PARCEL)

-POOR COPY-
CO. RECORDER

BEGINNING at a point on the East line of Redwood Road (1700 West Street), said point being South 00°03'25" East 193.01 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 160.00 feet; thence South 00°03'25" East 162.47 feet; thence South 89°53'45" West 160.00 feet to the East line of Redwood Road; thence North 00°03'25" West along said East line 162.47 feet to the POINT OF BEGINNING. Contains 0.5968 acres.

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

PREPARED BY: Robert S. Markham, P.E.
L & M No. 01435-84E/S
September 10, 1987

BK8358P68496

Schedule I

Parcel 2:

Beginning on the South right of way line of 9000 South Street at a point that is North 89°55'00" East along the quarter-section line 213.00 feet and South 0°03'25" East 73.00 feet from the County monument at the Center Quarter corner of Section 3, Township 3 South, Range 1 West, Salt Lake Base and Meridian, from said monument the County monument at the South Quarter corner of said Section 3 bears South 0°03'25" East (basis of bearing); thence along said South line of street North 89°55'00" East 35.20 feet; thence South 0°05'00" East 158.82 feet; thence North 89°55'00" East 239.50 feet; thence South 0°05'00" East 207.14 feet; thence South 89°55'00" West 9.41 feet; thence South 0°05'00" East 259.86 feet; thence North 89°55'00" East 77.41 feet; thence South 0°05'00" East 144.66 feet; thence South 89°55'00" West 503.06 feet to a point on the East right of way line of Redwood Road; thence along said East line of street North 0°03'25" West 8.43 feet and North 89°56'35" East 6.06 feet and North 0°03'25" West 43.91 feet; thence North 89°55'00" East 149.24 feet; thence North 0°05'00" West 52.33 feet; thence North 89°55'00" East 4.50 feet; thence North 0°05'00" West 169.00 feet; thence South 89°55'00" West 75.00 feet; thence North 0°05'00" West 199.34 feet; thence South 89°55'00" West 62.15 feet to a point on said East right of way line of Redwood Road; thence along said street line North 0°03'25" West 15.00 feet; thence North 89°55'00" East 137.54 feet; thence North 0°03'25" West 282.48 feet to the point of beginning. Contains 4.7434 acres.

3/28/00
JMM

Parcel 3:

Beginning on the South right of way line of 9000 South Street at a point that is North 89°55'00" East along the quarter-section line 213.00 feet and South 0°03'25" East 73.00 feet and North 89°55'00" East 35.20 feet from the County monument at the Center Quarter corner of Section 3, Township 3 South, Range 1 West, Salt Lake Base and Meridian, from said monument the County monument at the South Quarter corner of said Section 3 bears South 0°03'25" East (basis of bearing); thence along said street line North 89°55'00" East 329.32 feet to the PC of a 11,512.20 foot radius curve to the left; thence Easterly 212.19 feet along the arc of said curve through a central angle of 1°03'22" (chord bears North 89°23'19" East 212.19 feet); thence South 0°05'00" East 141.77 feet; thence South 89°55'00" West 136.00 feet; thence South 0°05'00" East 331.00 feet; thence North 89°55'00" East 136.00 feet; thence South 0°05'00" East 155.00 feet; thence South 89°55'00" West 311.41 feet; thence North 0°05'00" West 259.86 feet; thence North 89°55'00" East 9.41 feet; thence North 0°05'00" West 207.14 feet; thence South 89°55'00" West 239.50 feet; thence North 0°05'00" West 158.82 feet to the point of beginning. Contains 4.2379 acres.

3/28/00
JMM

BK 8358 PG 84 97

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

-POOR COPY-
CO. RECORDER

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 11,312.20 foot radius curve to the left (center bears North 01°09'37" West 11,312.20 feet of which the central angle is 01°27'14"); and running thence Northeasterly along the arc of said curve and South line 292.13 feet; thence South 00°06'15" East 256.86 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.
33 Century Parkway
Salt Lake City, Utah 84115

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

BK8358PG8498

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 5

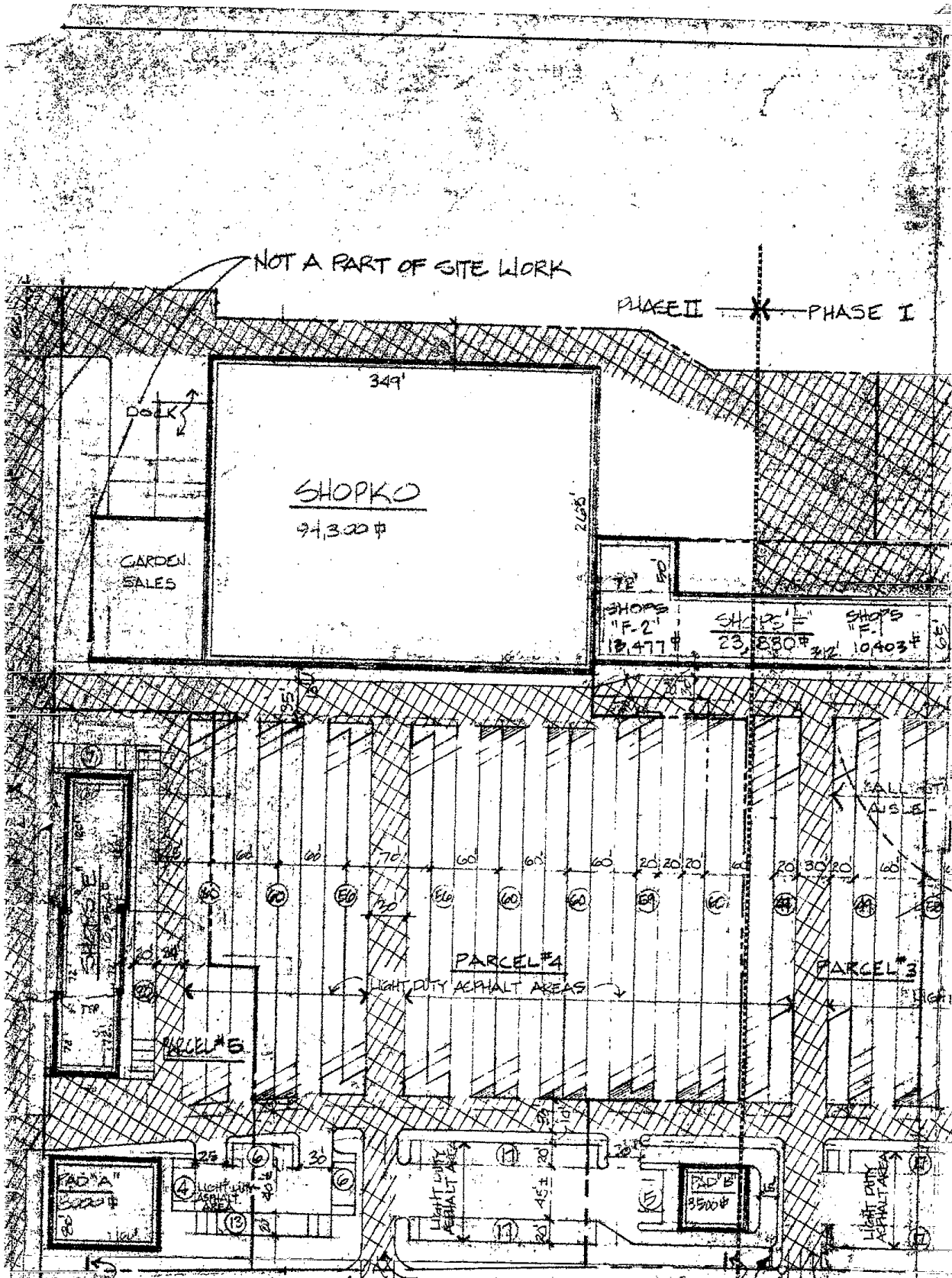
POOR COPY -
CO. RECORDER

BEGINNING at a point on the South line of 9000 South Street, said point being North $89^{\circ}53'45''$ East 1081.64 feet along the Quarter Section line and South $00^{\circ}06'15''$ 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 11,312.20 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 $86^{\circ}37'31''$ 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 $00^{\circ}00'50''$ East 652.64 feet; thence South $89^{\circ}53'45''$ West 60.00 feet; thence North $00^{\circ}00'50''$ West 367.00 feet; thence South $89^{\circ}53'45''$ West 141.14 feet; thence North $00^{\circ}06'15''$ West 216.00 feet; thence South $89^{\circ}53'45''$ West 41.00 feet; thence North $00^{\circ}06'15''$ 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

BK 8358P8499



NOT A PART OF SITE WORK

PHASE II * PHASE I

SHOPKO
91,300 #

GARDEN SALES

SHOPS "F-2" 18,477 #
SHOPS "F-1" 23,880 #
SHOPS "F-1" 10,403 #

PARCEL #4
LIGHT DUTY ASPHALT AREAS

PARCEL #3

PAD #A
3,000 #

PAD #B
3,500 #

GENERAL NOTES

- Drawn W/out Benefit of Survey
- No Truckwells, Natural Dock Only
- Parking Requirement:
10'S SPACES / 1000'S G.L.A
- Building Setbacks:
0' ALL SIDES
- Landscape Requirements:
10'S OF OPEN SPACE
- Zoning Requirement:
Existing - "P2"

90TH SOUTH

LEGEND

- Property Line
- Parcel Line
- Expansion Limit Line
- Building Area
- HEAVY DUTY ASPHALT
- MEDIUM Duty Asphalt Area

K 8 3 5 1 8 P 6 8 5 0 0 1

