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Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 14 P.

Recording Requested By
And When Recorded Mail To:

Alta View Shopping Center, LLC
5670 Wilshire Boulevard, Suite 1250
Los Angeles, California 90036
Attn.: Steven Usdan
NCS - 821362-21
APN: 28-16-101-025-0000

Above Space for Recorder's Use Only

AGREEMENT REGARDING COVENANTS, CONDITIONS AND RESTRICTIONS

This Agreement Regarding Covenants, Conditions and Restrictions (this "**Agreement**") is dated as of May 25th, 2017 (the "**Effective Date**") between ALTA VIEW SHOPPING CENTER, LLC, a Delaware limited liability company ("**AVSC**"), WHITE INVESTMENT, INC., a Utah corporation ("**White**"), and MAGNA INVESTMENT & DEVELOPMENT LTD., a Utah partnership ("**Magna**").

RECITALS

A. AVSC owns fee title to that certain real property located in the City of Sandy, Salt Lake County, Utah and more particularly described on Exhibit A attached hereto (together with all improvements now or hereafter located thereon, the "**AVSC Property**").

B. White, as to an undivided one-half (1/2) interest, and Magna, as to an undivided one-half (1/2) interest, owns fee title to that certain real property located in the City of Sandy, Salt Lake County, Utah and more particularly described on Exhibit B attached hereto (together with all improvements now or hereafter located thereon, the "**White/Magna Property**").

C. The AVSC Property and the White/Magna Property collectively constitute an integrated retail development. The AVSC Property and the White/Magna Property are collectively referred to herein as the "**Shopping Center**".

D. The parties desire to enter into this Agreement to document certain covenants, conditions and restrictions with regard to the use and development of the Shopping Center.

IN WITNESS WHEREOF, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions. The terms defined below shall, for all purposes of this Agreement, have the meanings herein specified.

“**Common Areas**” mean all sidewalks, ramps, driveways, drive aisles, exterior plazas, parking areas, landscaped areas, fountains, exterior stairways or escalators, and other facilities or areas used in common by the Owners and Occupants of the Shopping Center.

“**Occupant**” means the Owner of, and any other Person or Persons entitled by leasehold interest or other legal relationship to the exclusive right to occupy, all or any portion of the Shopping Center or any space located therein.

“**Owner**” means the Person or Persons holding record fee title to any portion of the Shopping Center, and their respective heirs, successors and assigns.

“**Person**” means any individual, partnership, corporation, limited liability company, trust, estate, governmental body or other legal entity.

“**Site Plan**” is the site plan for the Shopping Center attached as Exhibit C to this Agreement, as such Site Plan is hereafter modified or adjusted in accordance with the terms and provisions of this Agreement.

“**Smith’s Building**” means the building located on the AVSC Property that is marked as “Smith’s” on the Site Plan, as such building is hereafter altered or replaced.

2. **Building Areas, Common Areas and the Completion and Expansion of the Shopping Center.** No buildings shall be constructed within the Shopping Center except within those areas designated as the “Building Areas” or “North Pad” or “South Pad” on the Site Plan (hereinafter collectively referred to as the “**Building Areas**”). Notwithstanding the foregoing, canopies and roof overhangs (including supporting columns or pillars), normal foundations, doors, trash enclosures, and loading and delivery docks, covered areas attached to such docks, and doors for ingress and egress may project from any building or structure up to a distance of twenty (20) feet over or outside of the Building Area on any parcel; provided, however, that any such projection or extension must comply with all applicable laws, rules, ordinances and regulations of every governmental body having jurisdiction over the Shopping Center and no such extension or projection shall be allowed if it materially alters the parking, configuration or vehicular and pedestrian circulation, and/or access in and through the entire Shopping Center from that shown on the Site Plan. In the event two Owners mutually decide to use common footings in the construction of their respective buildings, they shall each grant to the other, upon request, any necessary easements for such common footings. In the event an Owner constructs a building in the Shopping Center which encroaches onto another Owner’s property a distance of three (3) feet or less, the party owning the parcel upon which the encroachment exists will grant to the other party a foundation or building encroachment easement.

No building or other structure shall be constructed after the Effective Date, even in a Building Area, if the square footage of such building exceeds the maximum specified therefor on the Site Plan or if the construction thereof would reduce the ratio of parking area to gross leasable area in buildings or other structures located in the Shopping Center to less than five (5) parking spaces with a nine foot (9’) width and a twenty (20) foot length for each one thousand (1,000) square feet of gross leasable area. There shall be a minimum distance of sixty (60) feet from center to center of drive lanes in the Shopping Center. For the purposes hereof, “gross leasable area” shall be defined as all floor area within the exterior surface of the exterior walls of any building or structure constructed in the Shopping Center,

excluding any mezzanine (so long as it is not used for a retail sales area), trash enclosure, loading, covered area attached to loading docks, loading, covered area attached to loading docks, canopies and roof overhangs (including supporting columns or pillars). Notwithstanding any contrary provision hereof, the Owners hereby approve the Site Plan, including the dimensions of the parking spaces in the Shopping Center as they exist as of the Effective Date and the layout and number of parking spaces depicted on the Site Plan.

All Building Areas upon which buildings or other structures cannot be constructed because of the foregoing requirements, shall be improved as Common Areas. Any Building Areas upon which buildings or structures are not constructed shall be sealed and dustproofed and maintained pursuant to the terms of Section 3 herein, and such areas shall be Common Areas until such time as buildings are constructed thereon.

All those portions of the Shopping Center upon which buildings cannot be constructed shall be Common Areas for the joint and non-exclusive use of all Owners and Occupants of the Shopping Center and their respective customers, invitees, and employees for the purposes of parking motor vehicles, loading and unloading, ingress and egress to the Premises and pedestrian walkways and sidewalks. Each Owner grant to the other Owners, their Occupants and their customers, invitees and employees, the non-exclusive use of the Common Areas on such Owner's property and any enlargement thereof; provided that the Owner of the AVSC Property (or its Occupant) shall have exclusive use of those portions of the Common Areas to the rear or side of the Smith's Building that are devoted to loading docks, trash enclosures, and other service facilities for such building.

The size, arrangement and architectural design of Common Area improvements, including, but not limited to, service drives, drive lanes, parking areas, striping, concrete curbing or bumpers, parking lot lighting, perimeter walls or fences and landscaped areas shall not be altered or modified from that shown on the Site Plan without the prior written approval of the Owner of the AVSC Property. With the exception of various temporary or seasonal uses by the occupant of the Smith's Building and as specified in the immediately preceding paragraph, no portion of the Common Areas shall be used for the sale or display of merchandise without the prior approval of the Owner of the AVSC Property and, solely with respect to the Common Areas of the AVSC Property, Smith's Food & Drug Centers Inc. so long as it is a tenant of the AVSC Property.

No building constructed in the Shopping Center shall consist of more than one (1) story plus mezzanine and shall in no event exceed thirty-five (35) feet in height; provided, that the Owner of the White/Magna Property may construct a multi-story building on the south one-half of the South Retail Building Area so long as it does not exceed thirty five (35) feet in height and the maximum square footage of all buildings permitted to be located thereon. No mezzanine of any building in the Shopping Center (except a mezzanine in a building constructed in the south one-half of the South Retail Building Area and the Smith's Building) shall be used as a sales or display area except with the owner of the AVSC Property's prior written consent. No building providing drive-in, drive-up or drive-through service shall be constructed on the White/Magna Property unless the Owner of the AVSC Property first approves the location and orientation of the proposed drive and stacking lanes, which approval will not be withheld so long as the location and orientation thereof will not impede or obstruct the free flow of vehicular traffic to and from the Shopping Center, the Premises and the streets adjacent to the Shopping Center and within the Shopping Center.

All buildings and structures to be built on the White/Magna Property shall be architecturally compatible with the Smith's Building. Prior to the commencement of construction of any building on the White/Magna Property, Landlord will first obtain the approval of the Owner of the AVSC Property that the exterior design and elevations of such buildings are architecturally compatible with the existing building(s) on the AVSC Property, which approval shall not be unreasonably withheld.

If, without the prior written consent of the Owner of the AVSC Property,

(a) access by the Owner or Occupants of the AVSC Property, or their invitees, customers and employees, to the Shopping Center from adjacent streets, or to and from the AVSC Property, is altered from that shown on the Site Plan without the prior written consent of the Owner of the AVSC Property; or

(b) the available parking is, for any reason, diminished to less than the vehicle parking to gross leasable area ratio specified above in this Section 2,

then, in any of such events, the Owner of the AVSC Property may, in addition to any other remedy provided by law or this Agreement (which remedies shall not be exclusive), have the right to sue for damages, specific performance or an injunction; provided, however, subparagraphs (a) or (b) shall not apply to an act or taking by governmental authority.

The Owners agree to consult and to designate from time to time employee parking areas within the Shopping Center, which parking areas shall not be located on that portion of the AVSC Property located in front of the Smith's Building. If so designated by the Owners, each Owner agrees to require the employees of its Occupants to park their motor vehicles in such designated parking areas and shall enforce such requirement.

No charge or other type of validation for parking in the Shopping Center may be made without the prior written consent of each Owner.

The Common Areas may be used to the extent necessary in the making of repairs and alterations to the buildings in the Shopping Center, provided that such use shall not unreasonably interfere with the operation of any Occupant's business nor access to such Occupant's premises by invitees, customers and employees.

The configuration of the South Retail Building Area may be modified from that shown on the Site Plan at the time such portion of the Shopping Center is developed, so long as the following conditions are met: (i) the reconfigured Building Area permits the construction of service drives and areas to the east and south of the South Retail Building Area which would enable tractor trailers and other, vehicles servicing the rear of the Smith's Building to have unimpeded ingress and egress to and from 1300 East Street at the southerly property line of the Shopping Center; (ii) the reconfigured Building Area will contain a maximum building(s) square footage of thirty five thousand nine hundred and twenty-five (35,925) square feet and shall not reduce the parking or parking ratios existing on the Effective Date; and (iii) the Owner of the AVSC Property shall first review and approve in writing any such proposed modification, which approval shall be reasonably granted. Upon the satisfaction of the

above conditions, the Owner of the AVSC Property agrees to execute an appropriate amendment to this Agreement reflecting the same.

3. **Maintenance of Common Areas.** Each Owner acknowledges and agrees that certain Common Area Maintenance Agreement dated June 23, 1999 is the governing agreement for maintenance of the Common Areas in the Shopping Center and agrees to be bound by the terms thereof; subject thereto, each Owner shall maintain the Common Areas located on its property in the manner herein required. Such maintenance obligation shall require the performance of all action reasonably necessary to maintain the Common Areas at all times in a good and clean condition and rear, including but not limited to:

(a) maintaining the asphalt surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability;

(b) removing all snow, papers, debris, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep the area in a clean and orderly condition;

(c) placing, keeping in repair, and replacing where necessary, appropriate directional signs, markers, and lines;

(d) keeping in repair and replacing where necessary, such artificial lighting facilities as shall be reasonably required;

(e) maintaining all landscaped areas and repairing automatic sprinkler systems or water lines and making replacement of shrubs and other landscaping as is necessary; and

(f) maintaining and repairing any and all perimeter walls, common storm drains, common utility lines, common sewers and other common services which are located thereon and are necessary for the operation of the entire Shopping Center.

4. **Shopping Center Use Restrictions.** No part of the Shopping Center shall be used as an adult book store, bar, tavern, gym, automotive repair facility, dance hall, massage parlor, bowling alley, skating rink or car wash, for the renting, leasing or sale of or displaying for the purpose of renting, leasing or sale of any motor vehicle or trailer or, for use as a movie theater in any part of the Shopping Center. No professional or business offices (specifically not meaning banks), health spa or studio, training, educational or entertainment facilities shall be located in those areas which are designated "North Retail Building Area," "North Pad" or "South Pad" on the Site Plan or within the north one-half of the South Retail Building Area. In no event shall more than five thousand (5,000) square feet of professional or business offices be located within two hundred forty (240) feet of the Smith's Building except for those that are approved by the Occupant of the Smith's Building and the Owner of the AVSC Property.

5. **Run With the Land.** All of the covenants, conditions and restrictions set forth herein shall run with the Shopping Center, and shall be binding upon and shall benefit each Owner and their respective heirs, successors and assigns.

6. **Term.** This Agreement shall be effective as of the date of recordation and shall continue in full force and effect for ninety-nine (99) years thereafter.

7. **Notices.**

7.1 Except as otherwise expressly provided in this Agreement or required by law, all notices, consents, requests, demands, approvals, authorizations and other communications provided for herein shall be in writing and shall be sent by personal delivery, certified mail, return receipt requested, or by recognized overnight courier service, to the intended party at its last known address. For purposes of this Section 6.1, "last known address" with respect to any Owner shall mean such Owner's address last supplied to the other then Owners of the Shopping Center. If no address is supplied, then such Owner's address shall be deemed to be the address of any Parcel owned by such Owner.

7.2 With respect to (a) any notice, consent, request, demand, approval, authorization or communication, and (b) any document or instrument given or made available to any Owner hereunder and which might concern an Occupant of such Owner's Parcel, it shall be the sole responsibility of such Owner to make a copy thereof available in a timely manner to such Occupant.

8. **Effect of Invalidation.** Each covenant, condition and restriction of this Agreement is intended to be, and shall be construed as, independent and severable from each other covenant, condition and restriction. If any covenant, condition or restriction of this Agreement is held to be invalid by any court, the invalidity of such covenant, condition or restriction shall not affect the validity of the remaining covenants, conditions and restrictions hereof.

9. **Attorneys' Fees and Costs.** If any party brings an action or proceeding (including, without limitation, any cross-complaint, counter-claim, third-party claim or arbitration proceeding) against an Owner by reason of the alleged breach or violation of any provision hereof, or for the enforcement of any provision hereof, or to interpret any provision hereof, or otherwise arising out of this Agreement, the prevailing party in such action or proceeding shall be entitled to its costs and expenses of such action or proceeding, including but not limited to its actual attorneys' fees reasonably incurred, which shall be payable by the non-prevailing party whether or not such action or proceeding is prosecuted to judgment or award. For the purposes of this Agreement, the term "attorneys' fees" shall mean the actual fees and expenses of counsel to the parties hereto reasonably incurred, which shall include fees and expenses reasonably incurred with respect to post-judgment motions, contempt proceedings, garnishment, levy, debtor and third-party examinations, discovery, bankruptcy, and proceedings to enforce, perfect or collect a judgment.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties has executed this Agreement as of the Effective Date.

ALTA VIEW SHOPPING CENTER, LLC, a Delaware limited liability company

By: 2016 Utah Managing Member Portfolio, LLC, a Delaware limited liability company, its manager

By: 2016 Utah Portfolio, LLC, a Delaware limited liability company, its sole and managing member

By: CCA Acquisition Company, LLC, a California limited liability company, its managing member

By: *Steven H. Usdan*
Steven H. Usdan, managing member

State of _____

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

See attached CA certificate

[SIGNATURES CONTINUED ON FOLLOWING PAGES]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On April 5, 2017 before me, Lori Guttenberg, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Steven H. Usdan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Lori Guttenberg
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

WHITE INVESTMENT, INC., a Utah corporation

By: Gloria M. Halliday
Name: Gloria Halliday
Its: Secretary

State of Utah

County of Salt Lake

On 3/29/17 before me, Gloria Halliday, Secretary
(here insert name and title of the officer)

personally appeared Gloria Halliday, who proved

to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Jill Juretic


(Seal)



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

MAGNA INVESTMENT & DEVELOPMENT, LTD., a
Utah partnership

By: Allied Services, Inc., general partner

By: 
Michael J. Papanikolas, Executive
Vice President

State of UTAH

County of SALT LAKE

On MARCH 23, 2017 before me, MARK F BELL
~~MICHAEL J. PAPANIKOLAS~~ MRS,
(here insert name and title of the officer)

personally appeared MICHAEL J. PAPANIKOLAS, who proved
to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature 

(Seal)

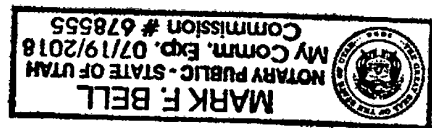


EXHIBIT A

LEGAL DESCRIPTION OF AVSC PROPERTY

All that certain real property located in Salt Lake County, Utah and more particularly described as follows:

Parcel 1:

Beginning on the East line of 1300 East Street at a point which is South 0°38'03" West along the Section line 246.46 feet and East 62.80 feet from the Northwest corner of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence East 68.79 feet; thence South 241.09 feet; thence East 270.58 feet; thence South 12.56 feet; thence East 234.06 feet; thence North 18°20'00" West 401.73 feet to the point of curvature of a 660.00 foot radius curve to the right; thence along the arc of said 660.00 foot radius curve to the right 42.68 feet (long chord bears North 83°04'07" East 42.67 feet); thence South 32°00'00" East 422.60 feet; thence South 462.28 feet; thence West 374.00 feet; thence South 132.19 feet; thence West 136.08 feet; thence North 150.00 feet; thence West 134.50 feet; thence South 150.00 feet; thence East 152.38 feet; thence South 215.00 feet; thence West 242.42 feet to the East line of said 1300 East Street; thence North 0°38'03" East along said East line 580.20 feet; thence North 1°52'00" East along said East street line 455.08 feet to the point of beginning.

Said property being also described by survey as:

Beginning on the East line of 1300 East Street at a point which is South 0°38'03" West along the Section line 246.45 feet and East 62.79 feet from the Northwest corner of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian; thence East 68.79 feet; thence South 241.09 feet; thence East 270.58 feet; thence South 12.56 feet; thence East 234.06 feet; thence North 18°20'00" West 401.73 feet to the point of curvature of a 660.00 foot radius curve to the right; thence along the arc of said 660.00 foot radius curve to the right 42.68 feet (long chord bears North 83°04'07" East 42.67 feet); thence South 32°00'00" East 422.60 feet; thence South 462.28 feet; thence West 374.00 feet; thence South 132.19 feet; thence West 136.08 feet; thence North 150.00 feet; thence West 134.50 feet; thence South 150.00 feet; thence East 152.38 feet; thence South 215.00 feet; thence West 242.42 feet to the East line of said 1300 East Street; thence North 0°38'03" East along said East line 580.20 feet; thence North 1°52'00" East along said East street line 455.08 feet to the point of beginning.

Less and excepting the following:

A parcel of land in fee, being part of an entire tract of property, situate in the Northwest quarter of the Northwest quarter of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said parcel of land are described as follows:

Beginning at a point in the existing Easterly highway Right of Way line of 1300 East Street, which point is 246.45 feet South 0°38'03" West along the Section line and 62.79 feet East from the Northwest corner of said Section 16; thence North 1°52'00" East 36.68 feet to the point of tangency with a 15.00 foot radius curve to the right; thence Northeasterly 23.12 feet along the arc of said curve, chord bears North 46°01'17" East 20.90 feet to the Northerly boundary line of said entire tract; thence South 89°49'00" East 12.29 feet

along said Northerly boundary line; thence South 45°32'01" West 26.55 feet; thence South 1°52'00" West 270.14 feet to a point 55.50 feet perpendicularly distant Easterly from the control line of said Project, opposite approximate Engineers Station 235+82.78; thence South 7°41'07" West 83.98 feet to said existing highway Right of Way line; thence North 1°52'00" East 320.85 feet to the point of beginning.

Also:

Beginning at a point in the existing Easterly highway Right of Way line of 1300 East Street, which point is 1281.52 feet South 0°38'03" West along the Section line and 53.00 feet East from the Northwest corner of said Section 16; thence North 0°38'03" East 16.14 feet to a point 43.00 feet perpendicularly distant Easterly from the control line of said Project, opposite approximate Engineers Station 227+99.89; thence South 48°56'30" East 24.57 feet; thence West 18.71 feet more or less, to the point of beginning as shown on the Official Map of Project GSP-IIPP-TI-2044(3)0 on file in the Office of the Utah Department of Transportation.

(Note: Rotate above bearings 0°15'00" clockwise to equal highway bearings.)

Parcel No. 28-16-101-025-0000
A.P.N. 28-16-101-025-0000

EXHIBIT B

LEGAL DESCRIPTION OF WHITE/MAGNA PROPERTY

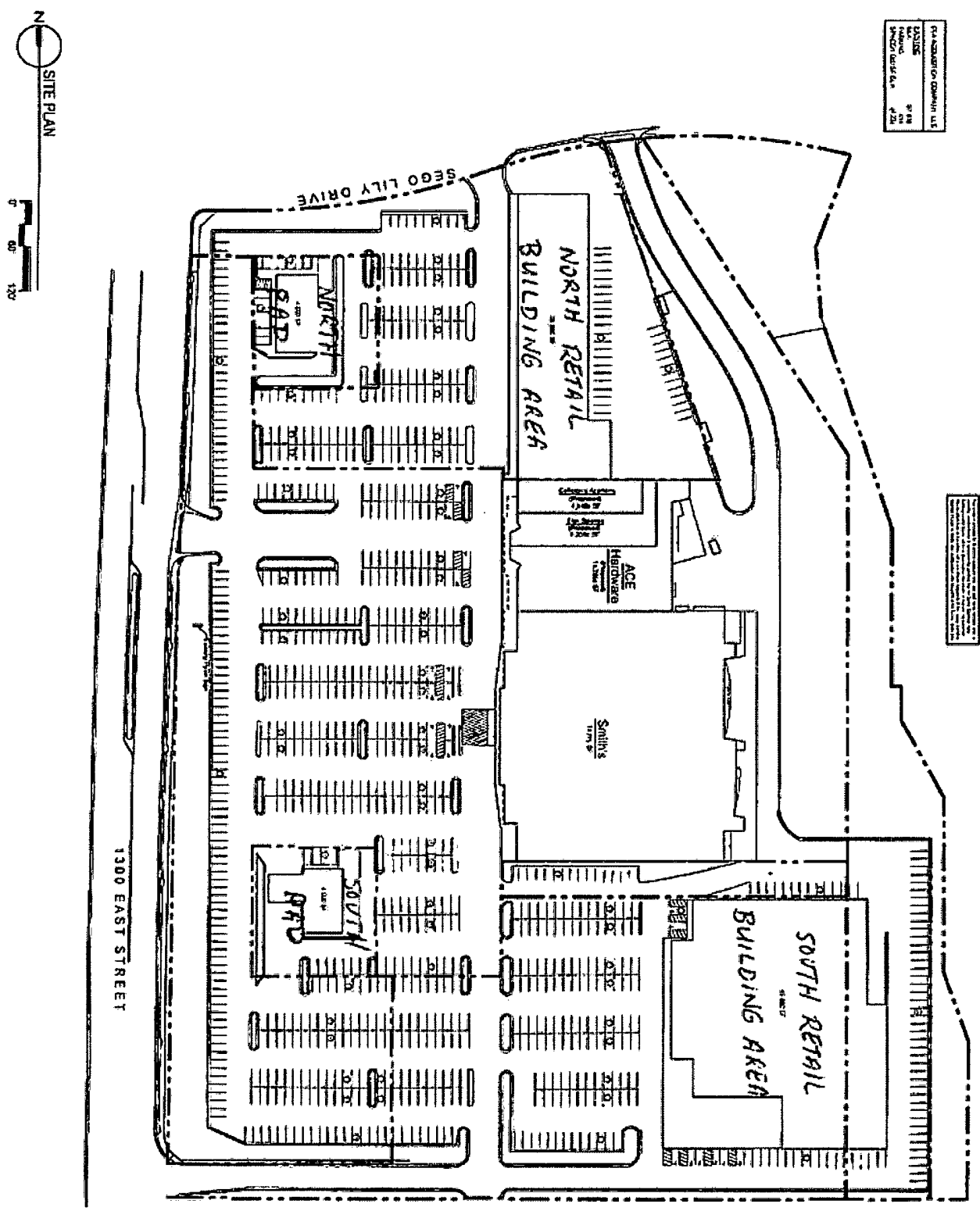
All that certain real property located in Salt Lake County, Utah and more particularly described as follows:

Beginning on the east line of 1300 East Street at a point which is South 0° 38' 03" West along the Section Line 246.46 feet and East 62.80 feet from the Northwest corner of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian; Thence North 1° 52' East along said East line 36.68 feet to a point of a 15.00 foot radius curve to the right; thence Northeasterly along the arc of said curve 23.12 feet to a point of tangency; thence South 89° 49' East 50.43 feet to a point of a 740.00 foot radius curve to the left; thence Easterly along the arc of said curve 260.68 feet to a point of a 660.00 foot radius curve to the right, the center of which bears South 20.00 feet East from said point; thence Northeasterly along the arc of said curve through a central angle of 11° 12' 57" a distance of 129.20 feet to a point on a 660.00 foot radius curve to the right, the center of which bears South 0° 47' 03" East from said point; thence Easterly along the arc of said curve through a central angle of 3° 42' 19" for a distance of 42.68 feet; thence South 32° 0" East 422.6 feet; thence South 845.00 feet; thence North 89° 52' 50" West 735.00 feet to a point on the East line of 1300 East Street; thence North 0° 38' 03" East along said east line of 1300 East Street 614.20 feet; thence North 1° 52' East 455.08 feet to the Point of Beginning; containing 18.530 acres.

Excepting all of the real property described on Exhibit A to this Agreement.

EXHIBIT C

SITE PLAN FOR SHOPPING CENTER



PIA ASSOCIATION COMPANY, U.S.
 22015
 9718
 428
 428

ALL DIMENSIONS ARE IN FEET
 ALL DISTANCES ARE APPROXIMATE
 ALL ANGLES ARE APPROXIMATE
 ALL SPACES ARE APPROXIMATE
 ALL UTILITIES ARE APPROXIMATE
 ALL UTILITIES ARE APPROXIMATE