

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

ENT 12543 BK 2400 PG 837
NINA B REID UTAH COUNTY RECORDER DEP MB
1987 APR 3 10:43 AM FEE 56.50
RECORDED FOR VALLEY TITLE COMPANY

VALLEY TITLE
20615

COMMON AREA MAINTENANCE AGREEMENT
FOR PLUM TREE SHOPPING CENTER

Between

GRANADA, INC.

a Utah corporation

and

PLUM TREE ASSOCIATES,
a Utah General Partnership

DATED: 2 APRIL 1987
LOCATION: 2230 North University Parkway
Provo, Utah

COMMON AREA MAINTENANCE AGREEMENT

Table of Contents

RECITALS	3
ARTICLE	
1. Incorporation.	4
2. Declaration of Restrictions and Grant of Easements	5
3. Maintenance Standards.	5
4. Lighting	8
5. Taxes.	9
6. Maintenance Director	9
7. Reimbursement of Maintenance Director.	10
8. Billing for Expenses	12
9. Effect of Sale by Owner.	16
10. Default in Payment of Expenses	16
11. Lien for Expenses or Taxes	18
12. Right to Maintain Parcel Separately.	19
13. Responsibility if No Maintenance Director.	20
14. Rules and Regulations.	20
15. Notices.	20
16. Estoppel Certificate	22
17. Sale and Leaseback	22
18. General Provisions	23

RECITALS

This Common Area Maintenance Agreement is entered this 2 day of April, 1987, by and between PLUM TREE ASSOCIATES, a Utah general partnership, whose members are Granada, Inc. a Utah corporation, and Plum Tree Partnership an Idaho general partnership, ("PTA"); and GRANADA, INC., a Utah corporation, ("Granada"), (collectively the "parties").

WHEREAS, the parties own and/or intend to construct a shopping center in 3 phases on that real property which is more particularly described on the Site Plan attached as Exhibit "A", attached hereto and incorporated herein by this reference, and whose phases and parcels are further identified by the Legal Description attached as Exhibit "B", (said real property being hereinafter collectively referred to as the "Shopping Center" or "Entire Parcel"); and

WHEREAS, PTA now owns Phase I and Granada owns Phases II and III of the Shopping Center, subject to option and purchase rights of PTA; and

WHEREAS, PTA intends to construct a building on a portion of Phase I to be leased pursuant to the terms of a certain Build and Lease Agreement dated July, 1986 for operation as a supermarket (the "Supermarket Tenant" or "Fleming"); and

WHEREAS, Shopko Stores, Inc. a Minnesota corporation ("Shopko"), has acquired an Option to Purchase certain land in Phase II identified on Exhibit A as the "Shopko" parcel for

development as a general merchandise discount department store (the "Department Store" or "Shopko"); and

WHEREAS, a Declaration of Easements, Covenants and Restrictions Affecting Land, and First Amendment to the Declaration have been executed and have or will be recorded in the official records of Utah County, and as it may be further amended from time to time (collectively the "ECR"), the purpose of which is to otherwise provide for the development of the Shopping Center, and all portions thereof pursuant to a general plan of improvement;

WHEREAS, the parties desire to enter an agreement for maintenance of all Common Areas of the Center in accordance with the standards of the ECR, and as may be approved from time to time by owners or prime lessees of a majority of buildable area in the Center, who have constructed on their Parcels (the "majority of owners"); and with certain provisions applicable to retailers in the center, having constructed 40,000 square feet or more of floor area ("Major Retailers").

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the parties agree as follows:

1. INCORPORATION.

1.1 The above recitals are incorporated herein by reference.

2. DECLARATION OF EASEMENTS, COVENANTS, AND RESTRICTIONS AFFECTING LAND ("ECR").

2.1 In the event of any conflict between this Agreement and the ECR (and as either document may be amended in the future), the provisions, agreements, restrictions, and declarations contained in the ECR shall prevail. The definitions contained in the ECR are incorporated herein by reference.

3. MAINTENANCE STANDARDS.

3.1 Commencing with the date of this Agreement, the Maintenance Director (as hereinafter provided), shall, except as hereinafter provided, maintain the Common Area as that term is defined by the ECR at all times in good and clean condition and repair, such maintenance to include, but not be limited to, the following:

(a) Maintaining, repairing and replacing the asphalt and concrete surfaces and subsurfaces in parking, driveway and sidewalk areas 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, appearance, use and durability;

(b) Promptly removing all ice and snow to the extent reasonably required to carry on retail business in and to provide for the access and safety of users of the Shopping Center, removing all papers,

debris, filth and refuse and other hazards, and thoroughly sweeping the Common Area to the extent reasonably necessary to keep it in a clean and orderly condition;

(c) Placing, keeping in repair and replacing any necessary entrance, exit and other appropriate directional signs, markers and lines;

(d) Keeping in repair, maintaining and replacing when necessary the pylon sign or signs within the Shopping Center (except the facia thereof which shall be supplied and maintained by the business which is advertised on such facia). Notwithstanding other provisions hereof, the cost of maintaining and repairing such sign pylons shall be borne equally by the parties who have sign facia on such pylon from time to time, and by the Center as a Common Area expense. (e.g. If two businesses advertise on the pylon sign, they will each pay 1/3 the maintenance expense, and the remaining one-third shall be payable by the Maintenance Director as a Common Area expense.)

(e) Operating, keeping in repair and replacing when necessary, such artificial lighting facilities as shall be reasonably required (except for the After Hours Lighting mentioned in paragraph 4.1 below);

(f) Maintaining all grass, shrubs and landscaped areas, including those on or adjacent to the perimeter of the Shopping Center, and including but not limited to, fertilizing, watering, mowing, trimming,

repairing automatic sprinkler systems, irrigation wells and water lines, and making replacements of shrubs and other landscaping as is necessary;

(g) Maintaining and repairing any and all perimeter walls or fences, common storm drains and facilities for surface drainage, whether on or off-site, utility lines, irrigation lines, sewers and other services which are necessary for the operation of the buildings and improvements within the Shopping Center, including the cost of complying with drainage district requirements;

(h) Maintaining, repairing and replacing irrigation ditches, canals and rights of way located within the Shopping Center;.and

(i) Such painting, restriping and repainting as may be required to maintain the parking areas and equipment thereon in high quality condition.

3.2 In addition to the foregoing, the Maintenance Director shall provide general public liability insurance insuring the Phase I and Phase II Ventures, Granada and all persons who now or hereafter own or hold portions of the Shopping Center, or building space within the Shopping Center, or any leasehold estate or other interest therein as their respective interests may appear, and naming them as insureds on the policy (provided that the Maintenance Director is notified in writing of such interest), against claims for personal injury, death or property damage occurring in, upon or about the

Common Area and the streets and sidewalks adjacent to the Shopping Center. Such insurance shall be in accordance with the standards set forth in the ECR, and shall not be subject to any deductible unless first approved in writing by the majority of owners. The Maintenance Director shall furnish the parties hereto and all persons who now or hereafter own or hold portions of the Shopping Center, building space within the Shopping Center or any leasehold estate or other interest therein (provided that the Maintenance Director is notified in writing of such interest) with copies of the policy or, at such person's option, certificates evidencing such insurance and that such parties are named as insureds. The policies of such insurance shall provide that the insurance shall not be changed or cancelled without the giving of twenty (20) days' advance written notice to the holders of such insurance or the holders of such certificates, as the case may be.

4. LIGHTING.

4.1 It is agreed that the artificial lighting for the Common Area shall remain on during and for one hour after ordinary and customary business hours for shopping centers in the Provo area, of the type of the Shopping Center. It is recognized that as of the date of this Agreement the ordinary and customary business hours for shopping centers in the Provo area and of the type of the Shopping Center terminate at 10:00 p.m. each day of the week. If artificial lighting for a time later than the foregoing ("After Hours Lighting") is needed by

any owners or tenants, then such artificial lights to service such owners or tenants shall be separately metered and all expenses thereof shall be paid by such owners or tenants, and such owners or tenants shall pay a reduced proportion of the expense of lighting the Common Area according to the extent to which such owner or tenant is lighting the Common Area by separately metered lights. Major retailers may, with the prior written consent of the Maintenance Director, elect to separately meter the Common Area lighting on their respective Parcel(s), in which event such owner shall only be responsible for the Common Area lighting expenses for its respective Parcel(s).

5. TAXES.

5.1 Each owner shall pay direct to the tax collector when due, the real property taxes and other special taxes and assessments assessed against the owner's Parcel including the portion of the Common Area on such owner's Parcel.

6. MAINTENANCE DIRECTOR.

6.1 The owners hereby appoint Haws-Leasure Companies, whose designated representatives are Richard A. Haws and H. Larry Leasure, as Maintenance Director of the Shopping Center. The parties hereby grant to the Maintenance Director all authority and right to manage the Common Area as provided in this Agreement.

6.2 The majority of owners may remove the Maintenance Director by executing and filing of record and serving on the owners or prime lessees of the remaining Parcels an instrument

stating that the Maintenance Director has been removed, in which event the majority of owners shall appoint a successor Maintenance Director who shall be the owner or prime lessee of a Parcel. In no event shall any owner or prime lessee of a Parcel participate in removing or appointing a Maintenance Director if such owner or prime lessee has elected under the provisions of paragraph 12 ("Right to Maintain Parcel Separately") to separately maintain their Parcel or who has not yet constructed building space on their Parcel.

6.3 The Maintenance Director shall have the right, upon giving ninety (90) days' prior written notice to all owners and tenants of the Shopping Center, to resign as Maintenance Director. Upon such resignation, a new Maintenance Director shall be appointed under the same procedure provided under paragraph 6.2 above.

7. REIMBURSEMENT OF MAINTENANCE DIRECTOR.

7.1 The Maintenance Director shall contract and pay for all of the items enumerated as maintenance and insurance expenses in paragraph 3 herein ("Maintenance Standards") provided that the Maintenance Director shall not contract for or pay for any item, the prorata share of which for any Parcel exceeds One Thousand Dollars (\$1,000.00) without the prior written consent of the owner or prime lessee of the Parcel, and further provided, the Maintenance Director shall not enter any contract for any maintenance in the Shopping Center, which contract is for a period of time greater than ninety (90) days,

unless such contract may be terminated without liability upon ninety (90) days notice, nor shall the Maintenance Director enter into a contract for whatever duration or cost which delegates the general management duties of the Maintenance Director, without the prior written approval of the majority of owners, which consent shall not be unreasonably withheld.

7.2 Prior to the hiring of a contractor(s) for the cleaning and sweeping of the Common Area and any other Common Area maintenance work done on a regular basis, the Maintenance Director shall submit such Common Area maintenance work for bid to at least two (2) bidders approved in writing by the majority of owners, which approval shall not be unreasonably withheld. The names of the bidding contractors or companies and the amount of their respective bids shall be furnished to the above designated owners by the Maintenance Director within ten (10) days after receipt thereof. The Maintenance Director shall award the contract to the low bidder unless the prior written consent of the majority of owners to award the contract to a higher bidder is obtained by the Maintenance Director.

7.3 The owners of all the Parcels shall cause the Maintenance Director to be reimbursed for all its out-of-pocket expenses in performing such services plus a maximum service charge of fifteen percent (15%) of such expenses to cover administration costs; provided that the service charge shall not exceed Three Hundred Fifty Dollars (\$350.00) for any individual item of service performed without the prior written approval of

the majority of owners; and further provided that the 15% service charge shall not be applicable to sums paid by the Maintenance Director for Taxes and Assessments imposed by governmental or quasi-governmental authorities, which constitute Common Area expense.

7.4 It is understood that Major Retailers, being owners or prime lessees, having 40,000 square feet or more of floor area (Major Retailers) may, with the prior written consent of the Maintenance Director, be permitted to separately maintain common areas adjacent to the respective buildings. The remaining Parcel owners proportionate share of common area expense shall be the ratio obtained by dividing the square footage of buildable area of the Parcel by the square feet of buildable area of all parcels in the Shopping Center excluding Parcels of major retailers who maintain their own parcels.

7.5 The Maintenance Director agrees to operate on a non-profit basis with an end to keeping such expenses at a reasonable minimum.

8. BILLING FOR EXPENSES.

8.1 The owner of each Parcel (or its respective delegates, tenants or agents, as it may direct) shall be billed monthly for its prorata share of all expenses incurred by the Maintenance Director in maintaining the Common Area as provided above, including the service charge in paragraph 7 above ("Reimbursement of Maintenance Director"), with the first billing date being the first day of the first full calendar

month following the construction of building space on the owner's Parcel, and that space's readiness for occupancy. Each party shall pay the amount of such billing within thirty (30) days after receipt of such billing and necessary or required backup information. Any owner may examine and audit the accounts and bills for Common Area expenses at any reasonable time at its own expense; provided, however, in the event such examination or audit reveals that the Maintenance Director overstated Common Area maintenance charges by more than five percent (5%) for any twelve (12) month period, the Maintenance Director shall reimburse the owner conducting such examination or audit for all costs reasonably incurred by such owner in making such examination or audit, which reimbursement shall constitute a personal obligation of the Maintenance Director and shall not be deemed a Common Area maintenance expense. The initial proportionate share of the Common Area expenses as set forth in Article 7, to be borne by each owner prior to the completion of Phases II and III Common Area shall be that proportion set forth below:

<u>Parcel</u>	<u>Constructed Square Footage</u>	<u>Proportionate Share of Common Area Expense</u>
Fleming Parcel	62,000	(Maintained Pursuant to Separate Agreement)
Retail A & B	30,000	31.3808%
Training Table Pcl	<u>3,600</u> (when const.)	3.7657%
Total Constructed Floor Space	95,600	

8.2 The foregoing percentage shares contemplate that the Shopping Center will be developed in three phases. The first phase shall be the development of that area shown as Phase I on Exhibit "A"; the second phase shall be the development of that area shown as Phase II on Exhibit "A," and the third phase shall be the development of that area shown as Phase III on Exhibit "A." Other provisions of this Agreement to the contrary notwithstanding, until such time as the substantial completion of Phase II and Phase III Common Area improvements, only the owners of Parcels within Phase I who have constructed on their Parcel(s) shall share in the Common Area maintenance costs of Phase I and such parties shall have no obligation to share in any maintenance costs of Phase II and III of the Shopping Center.

8.3 At such time as all Common Area improvements of Phase II and Phase III of the Shopping Center have been substantially completed, the Maintenance Director shall assume the maintenance of the entire Shopping Center including Phase II

and III and the owners of each Parcel shall share in the maintenance costs of the entire Shopping Center. Except as provided in paragraph 8.4 below, the initial proportionate share of the total Common Area expenses to be borne by each owner shall be that proportion set forth below unless the Parcel is separately maintained pursuant to paragraph 7.4.

<u>Parcel</u>	<u>Constructed Square Footage</u>	<u>Proportionate Share of Common Area Expense</u>
Fleming Parcel	62,000	(Maintained Pursuant to Separate Agreement)
Retail A & B	30,000	15.8228%
Training Table Pad	3,600	1.8987%
Shopko Building	<u>94,000</u>	49.5781%
	189,600	

(To be readjusted upon completion of additional building space)
 8.4 The share of each Parcel of the total Common Area maintenance costs, provided in paragraphs 8.1 and 8.3 above, is based upon the ratio between the actual constructed floor space on any one Parcel, and constructed floor space of other buildings within the Shopping Center, including those originally constructed and any expansion which may occur from time to time in Phase I, Phase II and Phase III, but excluding the building area of Parcels occupied by Major Retailers who separately maintain their Parcels, and excluding the building area of Parcels on which construction has not yet occurred. The proportionate share shall be applied to the then constructed common areas of the Center which are being maintained pursuant to this Common Area Maintenance Agreement.

9. EFFECT OF SALE BY OWNER.

9.1 If any owner of a Parcel sells its Parcel, other than to perfect a sale and leaseback of its Parcel, then after the date of such sale, such owner shall have no further obligation under this Agreement with respect to the Parcel sold; provided, however, the selling owner shall remain liable for obligations incurred prior to such sale.

10. DEFAULT IN PAYMENT OF EXPENSES.

10.1 In the event any owner fails or refuses at any time to pay when due its share of the maintenance and insurance expenses as set forth above, then legal action may be instituted against the defaulting owner for reimbursement plus interest at the lesser of eighteen percent (18%) per annum, or the maximum rate allowed by law. Furthermore, the other owners shall have a lien on the Parcel of the defaulting owner for the amount of the expenses, which amount shall be interest at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law until paid; provided, that if there be a bona fide dispute as to the existence of such default or of the amount due, and all undisputed amounts are paid, there shall be no right to place a lien on such owner's Parcel until such dispute is settled by a final court decree or mutual agreement.

10.2 In the event an owner fails to pay taxes and assessments when due, any other owner may pay such taxes if such taxes are delinquent and the owing owner has not commenced and is not duly prosecuting any contest of such taxes (unless a

final judgment or lien has been rendered against the owing owner or affects its Parcel, in which event the curing owner shall have the rights therein). The curing owner shall then bill the defaulting owner for the expenses incurred. The defaulting owner shall have fifteen (15) days after receipt of notice of such bill within which to pay the bill. If the defaulting owner does not so pay, the curing owner shall have a lien on the Parcel of the defaulting owner for the amount of the bill, which amount shall bear interest at the lesser of eighteen percent (18%) per annum or the maximum rate allowed by law until paid; provided, that if there be a bona fide dispute as to the existence of such default or of the amount due and all undisputed amounts are paid, there shall be no right to place a lien on any owner's Parcel until such dispute is settled by final court decree or mutual agreement.

10.3 In addition to the foregoing, if any owner and/or its agents, delegates or tenants defaults under this Amendment, any owner may institute legal action against the defaulting owner and/or its agents, delegates or tenants for specific performance, declaratory relief, damages or any other available legal or equitable remedy. In addition to recovery of the sums so expended on behalf of the defaulting owner, the prevailing party in the action shall be entitled to receive from the losing party such amount as the court may adjudge to be reasonable attorneys' fees for the services rendered to the prevailing party in any such action.

11. LIEN FOR EXPENSES OR TAXES.

11.1 The lien provided for in paragraph 10 above ("Default in Payment of Expenses") shall only be effective when filed of record by the curing owner as a claim of lien against the defaulting owner in the Office of the County Recorder of Utah County, Utah, signed and verified, which shall contain at least:

- (a) A statement of the unpaid amounts of costs and expenses;
- (b) A description sufficient for identification of that portion of the property of the defaulting owner which is the subject of the lien; and
- (c) The name of the owner or reputed owner of the property which is the subject of the lien.

11.2 The lien, when so established against the real property described in the lien, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such real property after the time of filing the lien. The lien shall be for the use and benefit of the person curing the default of the defaulting owner, and may be enforced and foreclosed in any manner allowed by law, including but not limited to, procedures for suits to foreclose a mortgage or mechanic's lien under the applicable law or laws of the State of Utah.

12. RIGHT TO MAINTAIN PARCEL SEPARATELY.

12.1 Major Retailers of the center may, at any time and from time to time, upon at least sixty (60) days' prior notice to the Maintenance Director and the other owners, elect to assume the obligations of the Maintenance Director to insure, maintain and repair its respective portion of the Common Area, including repaving and lighting and excepting only such other costs which cannot be practicably segregated or allocated between the Parcels, which costs shall continue to be proportionately paid for by the owner or owners of such Parcel(s), as the case may be, pursuant to the formula set forth in paragraph 8 of this Amendment ("Billing for Expenses"). In the event of such an assumption, the owner or prime lessee agrees to insure, maintain and repair its respective portion of the Common Area at its sole cost and expense in a manner and at a level of quality at least comparable to that required of the Maintenance Director. The owner or prime lessee may also elect to terminate its obligation to insure, maintain and repair its own portion of the Common Area by giving at least sixty (60) days prior notice to the Maintenance Director, in which event the Maintenance Director shall resume its duties, and the owner or prime lessee of the Parcel agrees to thereafter pay for its prorata share of costs pursuant to the provisions in paragraphs 7 and 8.

13. RESPONSIBILITY IF NO MAINTENANCE DIRECTOR.

13.1 In the event there should at any time cease to be a Maintenance Director, each owner shall be responsible for the maintenance, insurance and lighting of its own Parcel according to the standards herein enumerated. If any owner fails to perform such obligations, such failure shall constitute a default, in which case any other owner may cause the performance of the obligation and bill the defaulting owner for the expenses incurred. In such event, the applicable provisions and remedies of paragraph 10 ("Default in Payment of Expenses") and 11 ("Lien for Expenses or Taxes") shall apply.

14. RULES AND REGULATIONS.

14.1 The majority of owners, pursuant to mutual agreement, may make rules and regulations which shall control the use and operation of the Common Area. Such rules and regulations shall be those which are necessary or desirable to provide for the most effective, economical, fair use and enjoyment of the Common Area and which do not unduly favor or prejudice the owners or tenants of all or any part of the Shopping Center in the use of the Common Area. Such rules and regulations may be amended from time to time by such parties and may include designation of employee parking.

15. NOTICES.

15.1 All notices given under this Amendment shall be in writing and forwarded by certified or registered mail, return receipt requested, by personal delivery, or by a commercially

recognized public or private courier service (such as Federal Express), or by a commercially recognized telegraph service (such as Western Union), properly addressed to the owner of each Parcel (and any prime lessee where applicable) by name and address as shown on the then current real property tax rolls in Ada County, Idaho, and shall be deemed given three (3) days after deposit in the United States mail or with a telegraph or courier service as provided above. Notwithstanding the above, all notices shall be directed as follows:

Plum Tree Associates
c/o 370 East South Temple, Suite 500
Salt Lake City, Utah
Attn: Richard A. Haws

Granada, Inc.
c/o 200 North Main
Salt Lake City, UT
Attn: C. Dean Larson

Shopko Stores, Inc.
c/o P. O. Box 19060
Green Bay, WI 54307-9060
Attn: Director of Real Estate

and

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

with copies to:

Super Valu Stores, Inc.
P. O. Box 990
Minneapolis, MN 55440
Attn: Legal Department

and

Kelley, Weber, Pietz & Slater, S.C.
530 Jackson Street
Wausau, WI 54401
Attn: Colin D. Pietz

The person and place to which notices are to be sent may be changed by any party by written notice to the other parties.

16. ESTOPPEL CERTIFICATE.

16.1 Any owner may, in connection with the financing, sale or transfer of such owner's Parcel, deliver written notice to the Maintenance Director (or owner of any other Parcel if there is no Maintenance Director) requesting the Maintenance Director (or owner, as the case may be) to certify in writing that to its best knowledge the requesting owner is not in default in the performance of its obligations under this Amendment, or, if in default, to describe the nature and amount of the default. The Maintenance Director (or owner, as the case may be) shall execute and return such certificate within thirty (30) days following the receipt thereof.

17. SALE AND LEASEBACK.

17.1 In the event the owner of any parcel sells and becomes the lessee of its respective Parcel ("prime lessee"), such party shall have all of the rights of the owner of such parcel, including, without limitation, the right to appoint and remove the Maintenance Director and to give other approvals, provided to owners of Parcels herein.

17.2 Notwithstanding anything to the contrary contained in this Agreement, it is expressly agreed that in the

event the owner of any Parcel sells such parcel to an unaffiliated third party and thereafter enters into a lease for such property with such third party, its lessee or sublessee (hereinafter referred to as "SLB Lessor"), so long as such prior owner is in possession of the parcel as a leaseback lessee (prime lessee), the parties hereto shall look solely to such prior owner for the performance of any obligations either such prior owner or the SLB Lessor shall have under this Agreement, and the SLB Lessor shall be relieved of any obligation for the performance of or liability for the covenants, terms, agreements and restrictions set forth herein relating to either such prior owner.

18. GENERAL PROVISIONS.

18.1 This Agreement shall bind and inure to the benefit of the successors and assigns of the parties hereto.

18.2 This Agreement shall have a term of sixty-five (65) years from the date hereof, unless earlier terminated by the mutual agreement of the owners; provided, that this Amendment shall terminate automatically upon the termination of the ECR.

18.3 Notwithstanding any of the provisions of this Agreement, a breach of any of the conditions and covenants contained herein shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but such conditions and covenants shall be binding and effective against any owner of any Parcel or any portion thereof whose

title thereto is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

18.4 Each condition and covenant respecting any one Parcel shall be appurtenant to and for the benefit of the other Parcels and each part thereof. Each condition and covenant respecting any one Parcel shall be a burden thereon for the benefit of the other Parcels and each part thereof, and shall run with the land.

18.5 The captions in this Agreement are for convenience only and do not constitute a part of the provisions hereof.

18.6 This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute but one and the same instrument, and shall become effective only upon execution of one or more of such counterparts by each of the parties.

18.7 This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except with the consent of the owners and Prime Lessees of the Parcels containing seventy-five percent (75%) of the total square footage of the Permissible Building Area in the Shopping Center at the time of such modification, and then only by written instrument, duly executed and acknowledged by all of the required owners and Prime Lessees, and duly recorded in the office of the Recorder of Utah County, Utah. No modification or

rescission of this Amendment shall affect the rights of any Lienholder existing prior to such modification or rescission unless the Lienholder consents in writing to the modification or rescission.

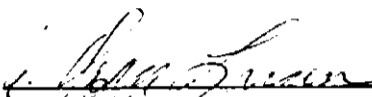
18.8 Time is of the essence of this Agreement.

18.9 In the event any of the provisions, or portions thereof, of this Agreement are held to be unenforceable or invalid by any court, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

18.10 The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted to create, a joint venture, partnership or any other similar relationship between the parties.

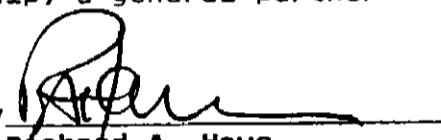
EXECUTED the day and year first above written.

GRANADA, INC.
a Utah corporation

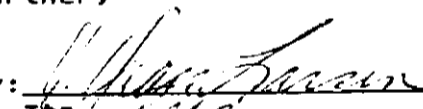
By 
Its J.H.H.

PLUM TREE ASSOCIATES,
a Utah general partnership,

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

By 
Richard A. Haws
Designated Agent

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

By: 
Its J.H.H.

The undersigned hereby consent to the foregoing Common Area Maintenance Agreement, and to its recordation in the records of Utah county.

DATED This 2nd day of April, 1987.

SHOPKO STORES, INC., d/b/a
UVALKO SHOPKO STORES, INC.,
a Minnesota Corporation

BY: [Signature]
William Tyrrell
Its President

BY: [Signature]
William C. Hunt
Its Secretary

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

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

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



Christina J. Mattaj
Notary Public for Utah
Residing at Salt Lake County
My commission expires: 5-28-90

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

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

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

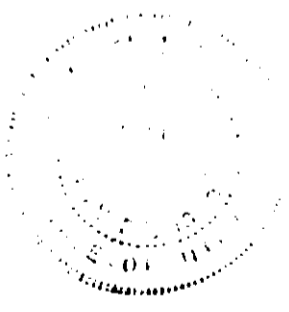


Christine J. Mattai
Notary Public for Utah
Residing at Salt Lake County
My commission expires: 5-28-90

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

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

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



Christine J. Mattai
Notary Public for Utah
Residing at Salt Lake County
My commission expires: 5-28-90

STATE OF Wisconsin)
) ss.
County of Brown)

On this 1st day of April, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM TYRRELL, known or identified to me to be the President of SHOPKO STORES, INC. d/b/a UVALKO SHOPKO STORES, INC., a Minnesota corporation, the corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.

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

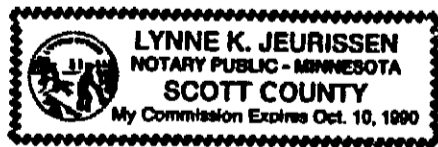
[Signature]
Notary Public for Wisconsin
Residing at 1000 3rd St
My commission expires: 3/31/90

STATE OF Minnesota)
) ss.
County of Hennepin)

On this 30th day of March, 1987, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM C. HUNT, known or identified to me to be the Secretary of SHOPKO STORES, INC. d/b/a UVALKO SHOPKO STORES, INC., a Minnesota corporation, the corporation that executed the within and foregoing instrument, and acknowledged to me that such corporation executed the same.

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

[Signature]
Notary Public for Minnesota
Residing at Bill Plaine
My commission expires: 10/10/90

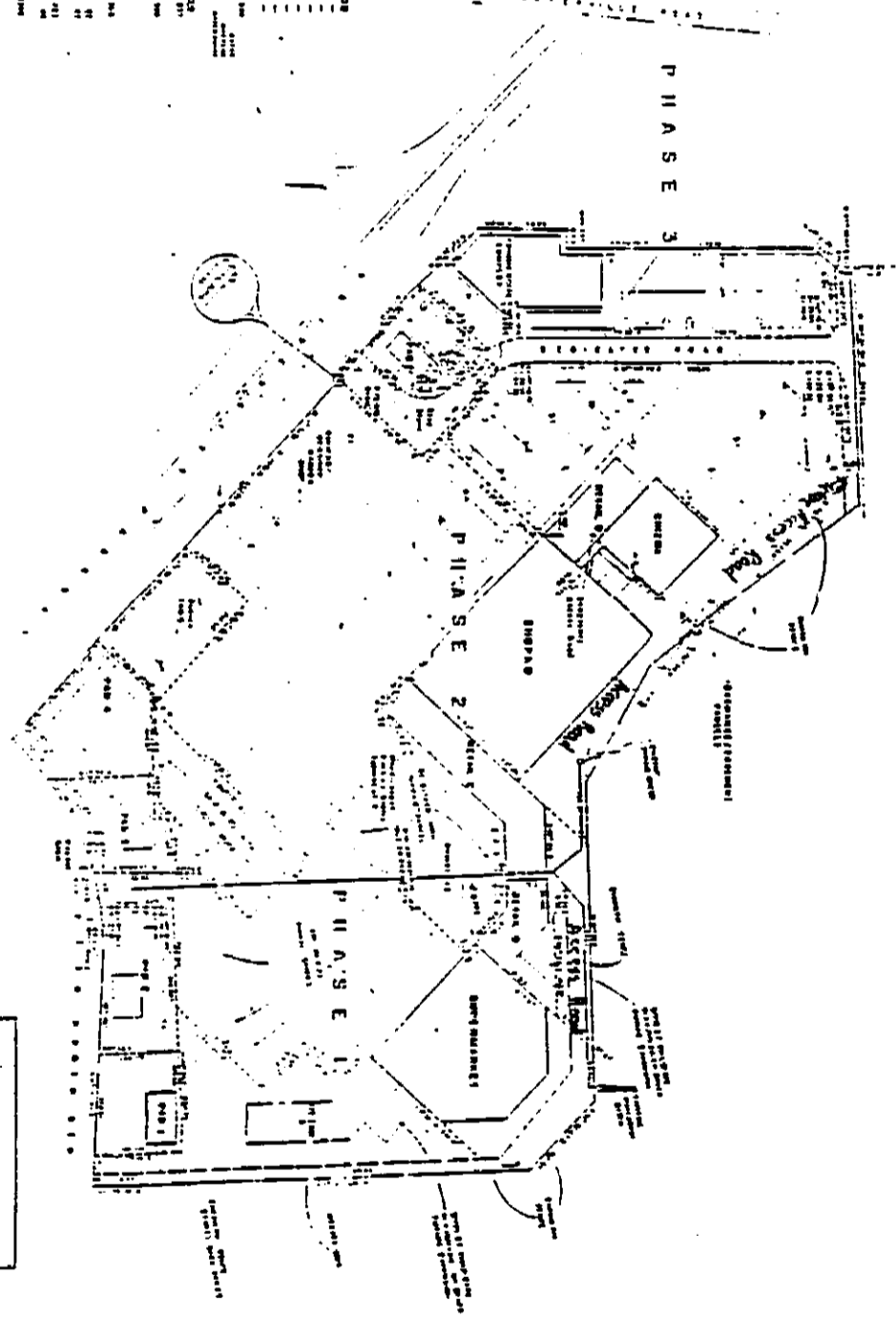


ENT12543 BK 2400 PG 866

EXHIBIT "A"

SITE PLAN

PROJECT	DATE	DESCRIPTION	STATUS
PROJECT 1	10/15/73	PLANNING	COMPLETE
PROJECT 2	11/15/73	DESIGN	COMPLETE
PROJECT 3	12/15/73	CONSTRUCTION	COMPLETE
PROJECT 4	1/15/74	OPERATION	COMPLETE
PROJECT 5	2/15/74	MAINTENANCE	COMPLETE
PROJECT 6	3/15/74	RENOVATION	COMPLETE
PROJECT 7	4/15/74	EXPANSION	COMPLETE
PROJECT 8	5/15/74	REPAIRS	COMPLETE
PROJECT 9	6/15/74	UPDATES	COMPLETE
PROJECT 10	7/15/74	MODIFICATIONS	COMPLETE



INDUSTRIAL REFERENCE
PLAN

SECTION No. 2
SITE PLAN

77 R. W. WRIGHT, INC.
PLANNING ARCHITECTS
1001 W. 1000 S.
SALT LAKE CITY, UTAH 84119

PLUM TREE SHOPPING CENTER
a joint development by:
- HAWES-IVORY COMPANY
- WRIGHT-LEASURE DEVELOPMENT COMPANY

PROVC, UTAH

77 R. W. WRIGHT, INC.
PLANNING ARCHITECTS

ENT12543 BK 2400 PG 868

EXHIBIT "B"

Legal Description of Phases I, II and III of Shopping Center

EXHIBIT "B"

PROPERTY DESCRIPTION

The following described real property is situate in Utah County, Utah:

PARCEL 1: ENTRANCE ROAD

Beginning on the North right-of-way line of 2200 North Street at a point which is North 1053.39 feet and East 7.79 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) said point also being on a 517.47 foot radius curve to the left (radius point bears South 14°44'29" East) and running thence Easterly along the arc of said curve and said right-of-way line 69.96 feet through a central angle of 7°44'46" to a point on a 25.00 foot radius curve to the right (radius point bears North 47°14'22" East); thence Northerly along the arc of said curve 19.05 feet through a central angle of 43°39'32"; thence North 0°53'57" East 90.59 feet to the point of tangency with a 25.00 foot radius curve to the right; thence Easterly along the arc of said curve 38.19 feet through a central angle of 87°32'03"; thence South 88°26' West 83.95 feet; thence South 0°53'57" West 134.88 feet to the point of tangency with a 25.00 foot radius curve to the right; thence Southwesterly along the arc of said curve 8.78 feet through a central angle of 20°07'31" to the point of beginning.

Contains 0.1929 Acres.

PARCEL 2: PAD 1 PARCEL

Beginning at a point on the North right-of-way line of 2200 North Street at a point which is North 1062.99 feet and East 319.24 feet from the South quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence North 1°34' West 142.70 feet; thence North 83°25' East 175.00 feet; thence South 1°15'14" East 155.725 feet to a point on the aforementioned right-of-way line; thence along said right-of-way line North 87°17'24" West 174.68 feet to the point of beginning.

Contains 0.5981 Acres.

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - PAD 2 PARCEL

REVISION DATE 10/14/86

Beginning at a point on the North right-of-way line of 2200 North Street at a point which is North 1062.99 feet and East 319.24 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence along said right-of-way line North 87°17'24" West 155.485 feet to the point of tangency with a 517.47 foot radius curve to the left, thence Westerly along the arc of said curve and right-of-way line 87.65 feet through a central angle of 9°42'17" to a point on a 25.00 foot radius curve to the right; thence leaving said right-of-way Northerly along the arc of said curve 19.05 feet through a central angle of 43°39'32"; thence North 0°53'57" East 90.59 feet to the point of tangency with a 25.00 foot radius curve to the right; thence Easterly along the arc of said curve 38.19 feet through a central angle of 87°32'03"; thence North 88°26' East 219.887 feet; thence South 1°34' East 142.70 feet to the point of beginning.

Contains 0.7579 Acres

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - PAD 3 PARCEL

REVISION DATE 10/14/86

Beginning on the North right-of-way line of 2200 North Street at a point which is North 1053.89 feet and East 7.79 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines), said point also being on a 517.47 foot radius curve (radius point bears South 14°44'29" East) and running thence Westerly along the arc of said curve and said right-of-way line 180.85 feet through a central angle of 20°01'27"; thence leaving said curve and said right-of-way line North 1°34' West 188.87 feet; thence North 88°26' East 65.106 feet; thence North 43°26' East 35.72 feet; thence North 88°26' East 82.76 feet; thence South 0°53'57" West 134.88 feet to the point of tangency with a 25.00 foot radius curve to the right (radius point bears North 68°58'35" West); thence Southwesterly along the arc of said curve 8.78 feet through a central angle of 20°07'31" to the point of beginning.

Contains 0.6269 Acres

PLUM TREE SHOPPING CENTER
(PHASE 1)

Pad 4 Parcel - Boundary Description

July 19, 1986

Beginning at a point which is the intersection of the North right-of-way line of 2200 North Street and the Easterly right-of-way line of University Parkway, said point being North 915.37 feet and West 230.39 feet from the South quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence Northwesterly along said right-of-way line and along the arc of a 11539.16 foot radius curve to the left (radius point bears South 44°49'53" West) 225.965 feet through a central angle of 1°07'19"; thence North 43°26' East 124.29 feet; thence North 88°26' East 146.02 feet; thence South 1°34' East 188.87 feet to a point on the Northerly right-of-way line of 2200 North Street, said point also being on a 517.47 foot radius curve to the left (radius point bears South 34°45'59" East); thence Westerly along the arc of said curve and said right-of-way line 98.045 feet through a central angle of 10°51'21" to the point of beginning.

Contains 0.9017 Acres

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - SUPERMARKET PARCEL

REVISION DATE 10/14/86

Beginning at a point which is North 1756.280 feet and East 531.61 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence South 43°26' West 322.41 feet; thence South 46°34' East 58.86 feet; thence South 43°26' West 66.40 feet; thence South 46°34' East 105.00 feet; thence South 43°26' West 217.40 feet; thence South 88°26' West 222.316 feet; thence North 1°34' West 53.47 feet; thence North 43°26' East 116.80 feet; thence North 46°34' West 215.00 feet; thence North 43°26' East 316.40 feet; thence North 46°34' West 23.86 feet; thence North 43°26' East 277.67 feet; thence North 88°26' East 55.416 feet; thence South 46°30'04" East 164.34 feet; thence South 1°26'08" East 64.170 feet to the point of beginning.

Contains 5.1267 Acres

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - RETAIL SHOPS A

REVISION DATE 10/14/86

Beginning at a point on the West boundary line of a Brigham Young University access roadway at a point which is North 1756.28 feet and East 531.61 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence South 43°26' West 322.41 feet; thence South 46°34' East 58.86 feet; thence South 43°26' West 66.40 feet; thence South 46°34' East 105.00 feet; thence South 43°26' West 217.40 feet; thence North 88°26' East 256.55 feet; thence South 1°16'14" East 155.725 feet; thence South 87°17'24" East 55.263 feet to the aforementioned right-of-way; thence along said right-of-way the following two courses: North 1°16'14" West 114.52 feet; thence North 1°26'08" West 589.85 feet to the point of beginning.

Contains 2.3797 Acres

LEGAL DESCRIPTION

PLUM TREE SHOPPING CENTER - RETAIL SHOPS B

REVISION DATE 10/14/86

Beginning at a point which is North 1853.184 feet and East 24.53 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (based on the Utah Coordinate System, Central Zone, bearings of section lines) and running thence North 88°26' East 78.995 feet; thence North 1°34' West 8.52 feet; thence North 88°26' East 162.65 feet; thence South 43°26' West 191.03 feet; thence North 46°34' West 90.00 feet; thence South 88°26' West 50.00 feet; thence North 1°34' West 70.00 feet to the point of beginning.

Contains 0.4228 Acres

LEGAL DESCRIPTION

Retail C - Parcel A

2/19/87

Beginning at a point on the Northeasterly line of the Plum Tree Shopping Center boundary said point being North 1921.51 feet and West 29.62 feet from the South Quarter corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Co-ordinate System, Central Zone, bearing of Section lines) and running thence North 88°26' East 355.17 feet; thence South 43°26' West 86.63 feet; thence South 88°26' West 162.65 feet; thence South 1°34' East 8.52 feet; thence South 88°26' West 78.995 feet; thence South 1°34' East 70.00 feet; thence South 88°26' West 50.00 feet; thence South 46°34' East 103.86 feet; thence South 43°26' West 316.40 feet; thence North 46°34' West 195.00 feet; thence South 43°26' West 92.95 feet; thence North 46°34' West 80.00 feet; thence North 43°26' East 435.88 feet to the point of beginning.

Contains: 2.6223 Acres

LEGAL DESCRIPTION

Retail C - Parcel B

2/19/87

Beginning at a point on the Plum Tree Shopping Center Phase I boundary said point being North 1438.73 feet and West 18.49 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Co-ordinate System, Central Zone, bearings of Section lines) and running thence South 46°34' East 150.00 feet; thence South 43°26' West 116.80 feet; thence South 1°34' East 53.47 feet; thence South 88°26' West 82.76 feet; thence South 43°26' West 35.72 feet; thence South 88°26' West 182.84 feet; thence North 43°26' East 378.14 feet to the point of beginning.

Contains: 1.0597 Acres

LEGAL DESCRIPTION

Shopko Parcel

2/19/87

Beginning at a point on the North Right-of-Way line of University Parkway, said point being on the arc of a 11539.16 foot radius curve (Radius point bears South 42°31'04" West), said point also being North 1237.125 feet and West 567.40 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Co-ordinate System, Central Zone, Bearings of Section Lines) and running thence North 43°26' East 148.82 feet; thence South 46°34' East 240.00 feet; thence South 43°26' West 23.18 feet; thence North 88°26' East 28.28 feet; thence North 43°26' East 378.14 feet; thence North 46°34' West 260.00 feet; thence South 43°26' West 92.95 feet; thence North 46°34' West 80.00 feet; thence North 43°26' East 435.88 feet; thence South 88°26' West 156.33 feet; thence North 46°34' West 294.79 feet; thence South 43°26' West 238.33 feet; thence South 46°34' East 56.00 feet; thence South 43°26' West 328.96 feet; thence South 46°34' East 44.33 feet; thence South 43°26' West 201.50 feet to a point on 200.70 foot long spiral curve, said point also being on the Northerly Right-of-Way line of University Parkway; thence South Easterly along the arc of said spiral curve 4.53 feet to a point on a 11539.16 foot radius curve to the right. (Radius point bears South 40°37'39" West); thence Southeasterly along the arc of said curve and said Right-of-Way line 380.70 feet through a central angle of 1°53'25" (L.C. bears South 48°25'39" East) to the point of beginning.

Contains: 9.4000 Acres

LEGAL DESCRIPTION

Pad 5

2/19/87

Beginning at a point on the North Right-of-Way line of University Parkway, said point being on the arc of a 11539.16 foot radius curve (Radius point bears South 42°31'04" West), said point also being North 1237.125 feet and West 567.40 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Co-ordinate System, Central Zone, Bearings of Section Lines) and running thence North 43°26' East 148.82 feet; thence South 46°34' East 240.00 feet; thence South 43°26' West 147.48 feet to the afore mentioned North Right-of-Way line; thence Northwesterly along the arc of a 11539.16 foot radius curve to the left 240.01 feet thru a central angle of 1°11'30" (LC bears North 46°53'14" West) to the point of beginning.

Contains: 0.8140 Acres

LEGAL DESCRIPTION

Pad 7

2/19/87

Beginning on the Northerly Right-of-Way line of University Parkway said point being North 1634.70 feet and West 1019.90 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Coordinate System, Central Zone, bearings of Section lines) and running thence North 43°26' East 170.31 feet to a point on a 121.50 foot radius curve to the left (Radius point bears N53°57'18" East); thence South Easterly along the arc of said curve 22.31 feet through a central angle of 10°31'18"; thence South 46°34' East 84.75 feet to a point of tangency with a 50.00 foot radius curve to the right (Radius point bears South 43°26' West); thence Southeasterly along the arc of said curve 78.54 feet through a central angle of 90°; thence South 43°26' West 111.95 feet to a point on the Northerly Right-of-Way line of University Parkway, said point also being on a 200.70 foot long spiral curve (LC bears 49°51'55"); thence Northwesterly along said spiral curve and said Right-of-Way line 136.07 feet; thence North 42°26'40" West along said Right-of-Way 21.14 feet to the point of beginning.

Contains: 0.5871 Acres

LEGAL DESCRIPTION

Cinema Parcel

2/19/87

Beginning at a point on the Northerly line of the Plum Tree Shopping Center Boundary said point being North 2119.90 feet and West 399.97 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Coordinate System, Central Zone, bearings of Section Lines) and running thence South 43°26' West 238.33 feet; thence South 46°34' East 56.00 feet; thence South 43°26' West 328.96 feet; thence North 46°34' West 150.41 feet to a point of tangency with a 78.50 foot radius curve to the right (Radius point bears North 43°26' East); thence Northwesterly along the arc of said curve 64.59 feet through a central angle of 47°08'22"; thence North 0°34'22" East 505.13 feet to a point of tangency with a 25.00 foot radius curve to the right (Radius point bears South 89°25'38" East); thence Northeasterly along the arc of said curve 33.35 feet through a central angle of 87°53'15"; thence North 88°27'37" East 194.16 feet to a point on the aforementioned Northerly line of the Plum Tree Shopping Center Boundary; thence South 46°34' East 357.54 feet along said boundary to the point of beginning.

Contains: 4.9932 Acres

LEGAL DESCRIPTION

Entrance Road and Dedicated Road

2/19/87

Beginning at a point on the North Right-of-Way of University Parkway, said point being on the arc of a 200.70 feet spiral curve, said point also being North 1531.39 feet and West 901.60 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridain (Based on the Utah Co-ordinate System, Central Zone, bearings of Section lines) and running thence North 43°26' East 111.95 feet to a point of tangency with a 50.00 foot radius curve to the left (Radius point bears North 46°34' West); thence Northwesterly along the arc of said curve 78.54 feet through a central angle of 90°; thence North 46°34' West 84.75 feet to the point of tangency with a 121.50 foot radius curve to the right (Radius point bears North 43°26' East); thence Northerly along the arc of said curve 99.96 feet through a central angle of 47°08'22"; thence North 0°34'22" East 501.70 feet to the point of tangency with a 25.00 foot radius curve to the left (Radius point bears North 89°25'38" West); thence Northwesterly along the arc of said curve 40.19 feet through a central angle of 92°06'45"; thence South 88°27'37" West 94.28 feet to the West property line of Plum Tree Shopping Center, thence the following three courses along said West property line, North 43°13'18" East 8.79 feet; North 87°58'07" East 5.63 feet; and North 1°32'23" West 18.71 feet to the North property line of said Plum Tree Shopping Center; thence along said North property line North 88°27'37" East 344.65 feet to the Northeasterly property line of said Plum Tree Shopping Center; thence South 46°34' East along said property line 35.37 feet; thence leaving said property line South 88°27'37" West 194.16 feet to the point of tangency with a 25.00 foot radius curve to the left (Radius point bears South 1°32'23" East); thence Southwesterly along the arc of said curve 38.35 feet through a central angle of 87°53'15"; thence South 0°34'22" West 505.13 feet to the point of tangency with a 78.50 foot radius curve to the left (Radius point bears South 89°25'38" East); thence Southeasterly along the arc of said curve 64.59 feet through a central angle of 47°08'22"; thence South 46°34' East 194.74 feet; thence South 43°26' West 201.50 feet to the North Right-of-Way line of University Parkway, said point also being on a 200.70 foot long spiral curve; thence Northwesterly along the arc of said spiral curve and Right-of-Way line 60.10 feet to the point of beginning.

Contains: 1.2405 Acres

LEGAL DESCRIPTION

Phase 3

2/19/87

Beginning on the Northerly Right-of-Way line of University Parkway said point being North 1634.70 feet and West 1019.90 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East Salt Lake Base and Meridian (Based on the Utah Co-ordinate System, Central Zone, bearings of Section lines) and running thence North $42^{\circ}26'40''$ West 144.36 feet along said Right-of-Way line; thence leaving said Right-of-Way line North $1^{\circ}14'$ East 150.65 feet; thence North $88^{\circ}26'$ East 31.63 feet; thence North $0^{\circ}34'22''$ East 423.12 feet; thence North $43^{\circ}13'18''$ East 54.42 feet; thence North $88^{\circ}27'37''$ East 94.28 feet to a point of tangency with a 25.00 foot radius curve to the right (Radius point bears South $1^{\circ}32'23''$ East); thence Southeasterly along the arc of said curve 40.19 feet through a central angle of $92^{\circ}06'45''$; thence South $0^{\circ}34'22''$ West 501.70 feet to a point of tangency with a 121.50 foot radius curve to the left (Radius point bears South $89^{\circ}25'38''$ East); thence Southeasterly along the arc of said curve 77.65 feet through a central angle of $36^{\circ}37'04''$; thence South $43^{\circ}26'$ West 170.31 feet to the point of beginning.

Contains: 2.5725 Acres

ENT12543 BK 2400 PG 878

BYU EXCHANGE PARCELS

PARCEL 1 - Exchange Parcel

2/19/87

Beginning at a point on the Northerly line of the Plum Tree shopping Center Development said point being North 1918.45 feet and West 141.27 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Coordinate System, Central Zone, bearings of Section Lines) and running thence North $61^{\circ}48'49''$ West 120.044 feet; thence South $46^{\circ}34'$ East 84.25 feet; thence North $88^{\circ}26'$ East 44.65 feet to the point of beginning.

Contains: 0.0305 Acres .

PARCEL 3 - Exchange Parcel

2/19/87

Beginning at a point on the Northerly line of the Plum Tree Shopping Center Development said point being North 2391.414 feet and West 633.97 feet from the South Quarter Corner of Section 25, Township 6 South, Range 2 East, Salt Lake Base and Meridian (Based on the Utah Coordinate System, Central Zone, bearings of Section lines) and running thence South $88^{\circ}27'37''$ West 51.337 feet; thence South $46^{\circ}34'$ East 286.523 feet; thence North $38^{\circ}18'55''$ West 252.822 feet to the point of beginning.

Contains: 0.1193 Acres