

RECORDING REQUESTED BY:
SMITH'S FOOD & DRUG CENTERS, INC.

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ENT 56260 BK 4660 PG 264
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
1998 Jun 04 2:04 pm FEE 45.00 BY SS
RECORDED FOR CENTURY TITLE

WHEN RECORDED, MAIL TO:
SMITH'S FOOD & DRUG, INC.
ATTN: TODD E. KJAR, ESQ.
1550 SOUTH REDWOOD ROAD
SALT LAKE CITY, UTAH 84104

Space Above for Recorder's Use

RESTRICTIONS AND EASEMENTS AGREEMENT

THIS RESTRICTIONS AND EASEMENTS AGREEMENT (the "Agreement") is made to be effective as of the 2 day of ^{June} ~~May~~ 1998, between SMITH'S FOOD & DRUG CENTERS, INC., a Delaware corporation, ("Smith's"), and Village Square at Pleasant Grove, L.C., a Utah limited liability company and L. Jay Nielsen, (collectively, "Village Square").

RECITALS:

A. **Smith's Parcel.** Smith's is the owner of certain real property situated near the intersection of 700 East and State Street in Pleasant Grove, Utah, which property is more particularly described in Exhibit A attached hereto (the "Smith's Parcel") and is depicted on the Commercial Site Plan ("Site Plan") attached as Exhibit B hereto.

B. **Village Square Parcel.** Village Square is the owner of certain real property situated adjacent to the Smith's Parcel, which property is more particularly described on Exhibit C hereto (the "Village Square Parcel") and is depicted on the Site Plan.

C. **Purpose.** Smith's and Village Square desire that the Smith's Parcel and the Village Square Parcel be developed and operated in conjunction with each other in an orderly fashion so as to create a commercial shopping center as set forth herein and further desire that the Smith's Parcel and the Village Square Parcel be subject to certain easements, covenants, conditions and restrictions all as hereinafter set forth.

AGREEMENT

In consideration that the following encumbrances shall be binding upon the Parties hereto and shall attach to and run with the Smith's Parcel and the Village Square Parcel, and shall be for the benefit of and shall be limitations upon all future owners of the Smith's Parcel and the Village Square Parcel and that all easements, restrictions and other covenants herein set forth shall be appurtenant to the dominant estates and obligations on the servient estates, and in consideration

of the promises, covenants, conditions, restrictions, easements and encumbrances contained herein, Smith's and Village Square do hereby agree as follows:

1. **Definitions.**

a. "Shopping Center." The "**Shopping Center**" shall consist of the Village Square Parcel and the Smith's Parcel as from time to time expanded pursuant to Section 3 below.

b. "Building." A "**Building**" is a commercial building located in the Shopping Center.

c. "Building Area." The "**Building Area**" in the Shopping Center is the portion thereof upon which buildings may be constructed and is depicted on the Site Plan.

d. "Common Areas." The Common Area is all real property within the Shopping Center except the Building Area; provided, those portions of the Building Area upon which the Parties are not obligated to construct (or do not construct) buildings pursuant to this Agreement shall be deemed to be Common Area until such time as construction of buildings thereon commences. Canopies which are attached to Buildings but which extend over Common Area shall be deemed to be part of the building to which attached and not part of the Common Area.

e. "Floor Area." The "**Floor Area**" means the usable area of a space located in a building located in the Shopping Center, and shall be computed by measuring the finished surface of permanent walls to the center of partitions that separate the space from adjoining space.

f. "Parcel; Parcels." A "**Parcel**" means either the Smith's Parcel or the Village Square Parcel; "**Parcels**" means the Smith's Parcel and the Village Square Parcel, collectively.

g. "No Building Area." The "**No Building Area**" shall mean the portion of the Shopping Center where no Buildings may be constructed and which shall, at all times, be deemed to be Common Area, as indicated on the Site Plan.

h. "Parties." The "**Parties**" means Smith's and Village Square collectively.

2. **Conversion to Common Areas.** Those portions of the Building Areas on each Parcel which are not from time to time used or cannot under the terms of this Agreement be used for Buildings shall become part of the Common Area for the uses permitted hereunder and shall be improved, kept and maintained as provided in this Agreement. An area converted to Common Area may be, as set forth below, converted back to Building Area, if at the time of conversion back to Building Area, it meets the requirements of this Agreement.

3. **No Expansion of Building Area.** Smith's and Village Square shall not expand the Building Area on their respective Parcels into the No Building Area without the prior written consent of each of the Parties hereto, which consent may be withheld in the sole discretion of such Party, and in any case shall be subject to the condition that such expansion does not reduce the number of available parking spaces required by applicable governmental authorities on their

respective Parcels (without taking into account the parking which may exist on the other Party's Parcel or Parcels). Smith's and Village Square may, in the event either expands its Floor Area to the extent permitted by this Section 3, acquire additional parking rights adjacent to the Shopping Center and incorporate such parking rights into the Common Area to satisfy the parking requirements hereof.

4. Buildings.

a. Retail Limitation. The Buildings shall be commercial buildings of the type usually found in first-class retail shopping centers in the greater metropolitan area in which the Shopping Center is located. The tenants occupying the buildings shall be primarily retail sales and retail service tenants of the type normally associated with first-class retail shopping centers in such metropolitan area. "Retail services" includes, but is not limited to, restaurants, financial institutions, real estate and stock brokerage offices, travel or insurance agencies, medical and dental offices, and similar uses providing services directly to the public, but "retail services" specifically excludes office uses that do not involve direct service to consumers, office uses in excess of 5,000 square feet of Floor Area, and other uses not customarily associated with or contained in first-class retail developments.

b. Restrictions on Certain Parcels.

1. Grocery and Pharmaceutical Uses. During the term of this Agreement, Village Square shall not use or permit the use of any portion of the Village Square Parcel for (i) a supermarket or grocery store or drug store (which for purposes of this Agreement means any store, department or area within a store, containing at least 1,000 square feet of gross floor area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption); or for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption; or (ii) the sale of any prescription pharmaceuticals requiring the services of a registered pharmacist.

2. Movie Theater Uses. Village Square shall not use or permit the use for a movie theater or movie theaters of any portion of the Village Square Parcel located north of the "Theater Line" noted on the Site Plan unless any such use has any public entrance (as opposed to emergency exits) south of such Theater Line.

3. Certain Restaurant and Office Uses. Village Square shall not use or permit the use of the northerly Ten Thousand (10,000) square feet of Floor Area in any Building located in that portion of the Village Square Parcel cross-hatched on the Site Plan for (a) a restaurant with a Floor Area in excess of Two Thousand Eight Hundred (2800) square feet unless such restaurant has its main entrance facing in an easterly direction, or (b) medical, dental or real estate offices with Floor Areas in excess of Two Thousand Eight Hundred (2800) square feet in the aggregate.

c. General Restrictions on Use. The Smith's Parcel and Village Square Parcel shall not in any event be leased, subleased, operated or otherwise used for (i) the display, distribution or sale of any "adult" books, "adult" films, "adult" periodicals or "adult" entertainment; (ii) the

establishment or maintenance of a sexually oriented massage parlor, gambling operation, "adult" theater, "adult" bookstore, "sex" shop, "peep show" or bawdy house or brothel, or any use in violation of applicable zoning and other governmental laws and regulations; (iii) any use which emits an obnoxious odor, noise or sound which can be heard or smelled outside of any building in the Shopping Center; (iv) any use which is a public or private nuisance, or which, in Smith's or Village Square's judgment, is likely to generate public protests or controversy interfering with the operation of the Shopping Center as a retail center; nor shall there be any (v) distilling, refining, smelting, agricultural, animal raising or boarding (other than consumer pet shops), or mining operation; (vi) any short or long-term residential use, (vii) any primary use as a warehousing, assembling, manufacturing, waste processing or other industrial operation; or (viii) any place for public assembly (such as a church, mortuary or meeting hall).

d. Design and Construction. The Buildings shall be designed so that the exterior elevation of each will be architecturally and aesthetically compatible. The design and construction shall be in conformity with sound architectural and engineering standards and the construction shall be first quality. Village Square acknowledges that Smith's is a national grocery and drug supermarket retailer and that the architectural theme of its store is related to operational strategies which change from time to time. Although Smith's has no reason to believe that the architectural theme and signage, once adopted, will be subject to change, Smith's reserves the right to make such changes to the signage and exterior design, materials, color, elevations and/or other elements of the architectural theme as it pertains to the Smith's Building.

e. Footing Easements. In the event it is appropriate or practical to have Building wall footings encroach from one Parcel onto the other Parcel, the Party onto whose Parcel the footings encroach shall cooperate in granting an encroachment permit or easement to the Party who desires to have its Building wall footings so encroach.

f. Fire Protection. The Smith's Building will be constructed to meet a Type II (Uniform Commercial Building Code) non-rated building and will be sprinklered. Village Square will provide that any Building(s) constructed immediately adjacent or within a close proximity to the Smith's Building will be constructed and situated with necessary setbacks in a manner which will preserve the Smith's Building rating and shall be maintained in a manner to preserve the type and sprinklered insurance rate obtained on the Smith's Building. Village Square covenants to provide no-build easements or yard agreements as may be required by the appropriate governmental agencies to preserve Smith's construction classification.

5. Common Areas Use.

a. Grant of Easements. Each Party, as grantor, hereby grants to the other Party for the benefit of said other Party, its customers, invitees and employees, a nonexclusive easement for pedestrian and vehicular access, ingress and egress, the parking of motor vehicles in designated areas and use of facilities installed for the comfort and convenience of customers, invitees and employees on the Common Areas of the grantor's Parcel.

b. Use. Subject to existing easements of record, the Common Areas shall be used for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles, for driveway purposes, and for the comfort and convenience of customers, invitees and employees of all businesses and occupants of the Buildings constructed on the Building Areas.

c. No Barriers. No walls, fences, or barriers of any kind shall be constructed or maintained on the Common Areas, or any portion thereof, by any Party which shall prevent or impair the use or exercise of any of the easements granted herein, or the free access and movement, including without limitation, of pedestrians and vehicular traffic between the various Parcels; provided, however, reasonable traffic controls approved in advance by Smith's and Village Square as may be necessary to guide and control the orderly flow of traffic may be installed so long as access driveways to the parking areas in the Common Areas are not closed or blocked. The only exceptions to this provision shall be (1) for changes to the Building Areas and Common Areas permitted by this Agreement, (2) for incidental encroachments upon the Common Areas which may occur as a result of the use of the ladders, scaffolding, storefront barricades and similar facilities resulting in temporary obstruction of the Common Areas, all of which are permitted hereunder so long as their use is kept within reasonable requirements of construction work being expeditiously pursued, and (3) for temporary blockage of certain areas deemed necessary by the Parties to prevent a public dedication of an easement or access right. Notwithstanding anything herein to the contrary, either Party may elect to operate a recycle center on a portion of the parking area of its Property, at a location reasonably determined by either Party. Any recycle center will not be affixed to the parking lot, will be fully moveable, and may consist of a trailer and additional containers into which recyclable materials may be deposited. The Parties agree that any recycle center will be located within the parking stall areas and will not otherwise obstruct the access and parking easements as granted herein. Any recycle center is thus deemed by the Parties to be consistent with the rights and easements described herein.

d. Limitations on Use.

1. Customers. Customers and invitees shall not be permitted to park on the Common Areas except while shopping or transacting business on the Smith's Parcel or the Village Square Parcel with the occupants thereof.

2. Employees. Employees shall not be permitted to park on the Common Areas, except in areas designated as "employee parking areas." The Parties hereto may from time to time mutually designate and approve "employee parking areas"; however, if they do not, each Party may designate "employee parking areas" on its own Parcel.

3. General. All of the uses permitted within the Common Areas shall be used with reason and judgment so as not to interfere with the primary purpose of the Common Areas which is to provide for parking for the customers, invitees and employees of those businesses conducted within the Building Areas and for the servicing and supplying of such businesses. Persons using the Common Areas in accordance with this Agreement shall not be charged any fee for such use.

e. Utility and Service Easements. The Parties shall cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of the Common Areas and Buildings to be erected upon the Building Areas. The Parties will use their good faith efforts to cause the installation of such utility and service lines prior to paving of the Common Areas. Without limiting the generality of the foregoing, the Parties hereby grant to each other a reciprocal easement for storm drainage systems along the common boundary of the Smith's Parcel and the Village Square Parcel as depicted on the Site Plan to capture and divert surface water flow and runoff from each Party's property. The Party undertaking any construction or performing any maintenance relating to any easement shall do so at its sole expense and shall use good faith efforts to expedite all work and avoid interfering with the operations of the other Party or its tenants. The Party performing such work shall restore all Common Areas to their condition immediately prior to the commencement of such work. The Party performing such work shall also indemnify, defend and hold harmless the other Party for any and all damages to the other Party, its property, the Common Areas or third persons caused by any such work. This subsection does not alter or waive any claims for injury or damages to the Parties' property, buildings or Common Areas caused by surface water flow, drainage or runoff from the other Party's property or the drainage systems installed by such Party.

6. **Common Areas: Development, Maintenance and Taxes.**

a. Maintenance.

1. Standards. Following completion of the improvement of the Common Areas, the Parties hereto shall maintain their respective portions of the Common Areas on their respective Parcels in good condition and repair. The maintenance is to include, without limiting the generality of the foregoing, the following:

A. Maintaining the 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 in quality, use and durability.

B. Removing all papers, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition, and free of snow, ice, dirt, and debris.

C. Placing, keeping in repair and replacing any necessary or appropriate directional signs, markers and lines.

D. Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities as shall be reasonably required for adequate lighting.

E. Maintaining all perimeter walls in good condition and state of repair;
and

F. Maintaining all landscaped areas in a thriving and trimmed condition and making such replacements of shrubs and other landscaping as is necessary.

2. Expenses. The respective owners of the Parcels shall timely pay the maintenance expense of their respective Parcels.

3. By Agent. Subject to the revocable mutual agreement of the Parties hereto, either of the Parties or a third party may be appointed as agent to maintain the Common Areas in the Shopping Center in the manner as above outlined. Said third party may receive for such agency a fee that is mutually acceptable to all Parties to cover supervision, management, accounting and similar costs, which sums are to be included in the general maintenance expense paid by the respective owners of the Common Areas.

b. Taxes. Each of the Parties hereto agrees to pay or cause to be paid, prior to delinquency, directly to the appropriate taxing authorities, all real property taxes and assessments which are levied against the respective portion of the Common Areas owned by it.

7. Miscellaneous Provisions.

a. Modification, Cancellation and Delegation of Authority. This Agreement (including all Exhibits hereto) may be modified or canceled only by written consent of all record owners of the Smith's Parcel and all record owners of the Village Square Parcel, which consents shall not be unreasonably withheld. It is agreed that as long as either Smith's or Village Square is the initial user and/or operator of one or more of the Parcels, whether as owner or lessee, that the authority for modifying this Agreement shall rest with them alone as to the Parcel(s) they own, use or operate. Any purchaser, lender, mortgagee, lessee, assignee, grantee, sublessee or other Party having any interest in any portions of the Smith's Parcel and/or the Village Square Parcel shall be deemed to have appointed Smith's and/or Village Square, as the case may be, as their attorneys-in-fact for their respective Parcels for the purpose of negotiating and entering into any modifications of this Agreement, except for extending the duration hereof. Cancellation of this Agreement shall not be considered a modification.

b. Breach. In the event of breach or threatened breach of this Agreement, only all record owners of the Smith's Parcel as a group, or all the record owners of the Village Square Parcel as a group, or Smith's so long as it has an interest as owner or tenant in the Smith's Parcel, or Village Square so long as it has an interest in any part of the Village Square Parcel, shall be entitled to institute proceedings for full and adequate relief from the consequences of said breach. The unsuccessful Party in any action shall pay to the prevailing Party a reasonable sum for attorney's fees, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

c. Remedies for Default; Waiver. If the owner of any Parcel shall, during the term of this Agreement, default in the full, faithful and punctual performance of any obligation required hereunder and if at the end of thirty (30) days after written notice from any owner of a Parcel or the Party to whom its authority has been delegated, stating with particularity the nature and extent

of such default, the defaulting owner has failed to cure such default, and if a diligent effort is not then being made to cure such default, then any other owner of a Parcel subject to this Agreement or the Party to whom its authority has been delegated shall, in addition to all other remedies it may have at law or in equity, have the right to perform such obligation of this Agreement on behalf of such defaulting owner and be reimbursed by such defaulting owner for the cost thereof with interest at the rate of fifteen percent (15%). Any such claim for reimbursement, together with interest as aforesaid, shall be a secured claim and a lien shall attach and take effect upon recordation of a property claim of lien by the claimant in the office of the Utah County Recorder. The claim of lien shall include the following: (1) the name of the claimant; (2) a statement concerning the basis of the claim of lien, (3) the last known name and address of the owner or reputed owner of the Parcel against which the lien is claimed; (4) a description of the property against which the lien is claimed; (5) a description of the "work performed or payment made" which has given rise to the claim of lien hereunder and a statement itemizing the amount thereof; and (6) a statement that the lien is claimed pursuant to the provisions of this Agreement reciting the date, book and page of the recordation hereof. The notice shall be duly verified, acknowledged and contain a certificate that a copy thereof has been served upon the Party against whom the lien is claimed, either by personal service or by mailing (first class, certified mail, return receipt requested) to the defaulting owner, at the address for mailing of tax statements with respect to the property against which the lien is claimed. The lien so claimed shall attach from the date of recordation solely in the amount claimed thereby and it may be enforced in any manner allowed by law for the foreclosure of liens. Notwithstanding the foregoing, such lien shall be subordinate to any first mortgage or deed of trust given in good faith and for value now or hereafter encumbering the property subjected to the lien, and any purchaser at any foreclosure or trustee's sale (as well as any grantee by deed in lieu of foreclosure or trustee's sale) under any first mortgage or deed of trust shall take free and clear from any such then existing lien, but shall otherwise be subject to the provisions of this Agreement. The failure of the owner or owners of any of the Parcels subject to this Agreement to insist in any one or more cases upon the strict performance of any of the promises, covenants, conditions, restrictions or agreements herein, shall not be construed as a waiver or relinquishment of any future breach of the same or other provisions hereof.

d. Non-Merger. So long as a Party is a tenant of a Parcel, this Agreement shall not be subject to the doctrine of merger, even though the underlying fee ownership to the Parcels described herein is vested in such Party.

e. Duration. Unless otherwise canceled and terminated, this Agreement and all the easements, rights and obligations hereof shall automatically terminate and be of no further force or effect after fifty-five (55) years from the date hereof, except that the access easements (but not the parking easements) described in Section 5(a) and except that the utility easements granted pursuant to Section 5(e), if any, shall continue in full force and effect until terminated in writing by the Parties entitled to modify this Agreement in accordance with the provisions of Section 7(a) hereof.

8. **Rights and Obligations of Lenders.**

Subject to the provisions of Section 7(c) above, the charges and burdens of this Agreement are, and shall at all times be, prior and therefore superior to the lien or charge of any mortgage or deed of trust made in good faith and for value affecting the Smith's Parcel or the Village Square Parcel or any part thereof, or any improvements now or hereafter placed thereon. However, a breach of any of the easements, covenants, or restrictions hereof shall not defeat or render invalid the lien or charge of any mortgage or deed of trust. The superiority of this Agreement shall be limited to the extent that title to any property acquired through sale under foreclosure of any mortgage or deed of trust effected by powers of sale, judicial proceedings, or otherwise, shall be subject to all the charges and burdens affecting the Smith's Parcel and the Village Square Parcel by virtue of this Agreement, as noted in Section 7(c) hereof.

9. **Release from Liability.**

Any person acquiring fee or leasehold title to the Smith's Parcel or the Village Square Parcel or any portion thereon shall be bound by this Agreement only as to the Parcels or portion of the Parcels acquired by such person. Such person shall be bound by this Agreement only during the period such person is the fee or leasehold owner of such Parcel(s) or portion of the Parcel(s), except as to obligations, liabilities or responsibilities that accrue during said period. Although persons may be released under this Section, the easements, covenants and restrictions in this Agreement shall continue to be benefits and servitudes which run with the land as described in Section 10 next below.

10. **Rights of Successors.**

The easements, covenants, conditions, restrictions, benefits, and obligations hereunder shall create mutual benefits and servitudes upon the Smith's Parcel and the Village Square Parcel and shall run with the land. This Agreement shall bind and inure to the benefit of the Parties hereto, their respective heirs, personal representatives, tenants, successors, and/or assigns. The singular number includes the plural and any gender includes all other genders.

11. **Paragraph Headings.**

The paragraph headings herein contained are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

12. **Not a Public Dedication.**

Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Common Areas to the general public or for the general public or for any public purposes whatsoever, it being the intention of the Parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed. The right of the public or any person to make any use whatsoever of the Common Areas of the Parcels herein affected, or any portion thereof (other than

any use expressly allowed by a written or recorded map, agreement, deed or dedication) is by permission, and subject to the control of the owner. Notwithstanding any other provisions herein to the contrary, the owners of the Parcels affected hereby may periodically restrict ingress and egress from the Common Areas in order to prevent a prescriptive easement from arising by reason of continued public use. Any restriction on ingress and egress shall be limited to the minimum period necessary to prevent the creation of a prescriptive easement and shall occur at such at time as to have a minimum effect on the Parties in occupancy within the Shopping Center.

13. Document Execution and Change.

It is understood and agreed that until this Agreement is fully executed and delivered by both Village Square and Smith's there is not and shall not be an agreement of any kind between the Parties hereto upon which any commitment, undertaking or obligation can be based. It is further agreed that once this document is fully executed and delivered that it contains the entire agreement between the Parties hereto and that, in executing it, the Parties do not rely upon any statement, promise or representation not herein expressed, and this document, once executed and delivered, shall not be modified, changed or altered in any respect except by writing executed and delivered in the same manner as required for this document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.


SMITH'S:

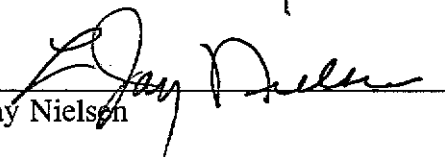
SMITH'S FOOD & DRUG CENTERS, INC.
a Delaware corporation

By: 
Its: Sen. Vice President

VILLAGE SQUARE:

VILLAGE SQUARE AT PLEASANT GROVE,
a Utah Limited Liability Company

By: 
Its: Member member.


L. Jay Nielson

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

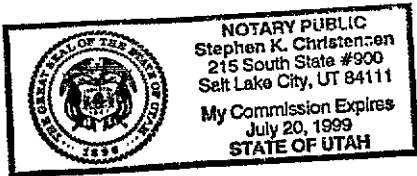
Before me, the undersigned authority, on this day personally appeared Wade S Williams, Sr. Vice President of SMITH'S FOOD & DRUG CENTERS, INC., a Delaware corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 29 day of May, 1998.

Stephen K Christensen
Notary Public

Notary's name printed:
STEPHEN K CHRISTENSEN

My commission expires:



STATE OF UTAH)
 : SS.
COUNTY OF UTAH)

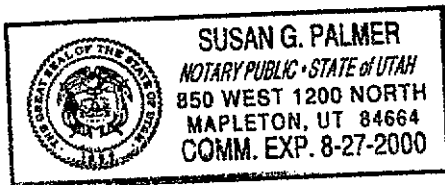
Before me, the undersigned authority, on this day personally appeared Douglas A Nielson, ^{John D. Jenson} Member of Village Square at Pleasant Grove, L.C., a Utah limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this 2 day of ~~May~~ ^{June}, 1998.

Susan G Palmer
Notary Public

Notary's name printed:
Susan G. Palmer

My commission expires:
8/27/00



STATE OF UTAH)
 : ss.
COUNTY OF UTAH)

Before me, on this date personally appeared L. Jay Nielsen, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this 4th day of ~~May~~^{June}, 1998.

Susan G. Palmer
Notary Public
Notary's name printed:
Susan G. Palmer
My commission expires:
8/27/00

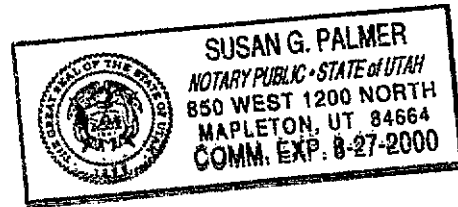


EXHIBIT A
TO
RESTRICTIONS AND EASEMENTS AGREEMENT

The "Smith's Parcel" referred to in the foregoing Agreement is situated in Utah County, State of Utah and is more particularly described as follows:

Beginning at a point of intersection of the Southwesterly Line of State Highway 89 and the Southerly Line of 700 South Street being 404.43 feet South $89^{\circ}21'36''$ West along the Quarter Section Line and 85.65 feet South from the East Quarter Corner of said Section 29; and running thence South $42^{\circ}05'24''$ East 477.61 feet along the Southwesterly Line of said State Highway to the projection of the Northwesterly Line of the L. Jay Nielsen Property; thence along said Nielsen Property Line the following three courses: South $63^{\circ}46'$ West 468.95 feet, South $2^{\circ}09'$ East 205.65 feet, and South $8^{\circ}31'$ West 8.48 feet to a point on the projection of an existing Boundary Line Fence; thence along said Existing Fence the following Four courses: North $89^{\circ}17'08''$ West 415.73 feet to an Existing Fence Corner North $0^{\circ}24'10''$ West 134.57 feet, North $2^{\circ}25'53''$ East 108.15 feet, and North $0^{\circ}16'06''$ West 464.86 feet to a point on the Southerly Line of 700 South Street; thence along said Southerly Line the following four courses: North $89^{\circ}18'44''$ East 9.70 feet, South $89^{\circ}32'45''$ East 347.32 feet to a point of curvature; thence Northeasterly along the arc of a 197.02 foot radius curve to the left a distance of (Arc Length) 139.86 feet. Central Angle equals $40E40=21@$ and Long Chord bears North $70^{\circ}07'05''$ East 136.94 feet to a point of tangency; and North $49^{\circ}46'54''$ East 29.46 feet to the point of beginning.

LESS AND EXCEPTING: All of Lot 5 of Smith's #73, a Commercial Plan Development, according to the official Plat on file with the Utah County Recorder, State of Utah.

ALSO EXCEPTING:

A part of the Southeast Quarter of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey in the City of Pleasant Grove, Utah County, Utah:

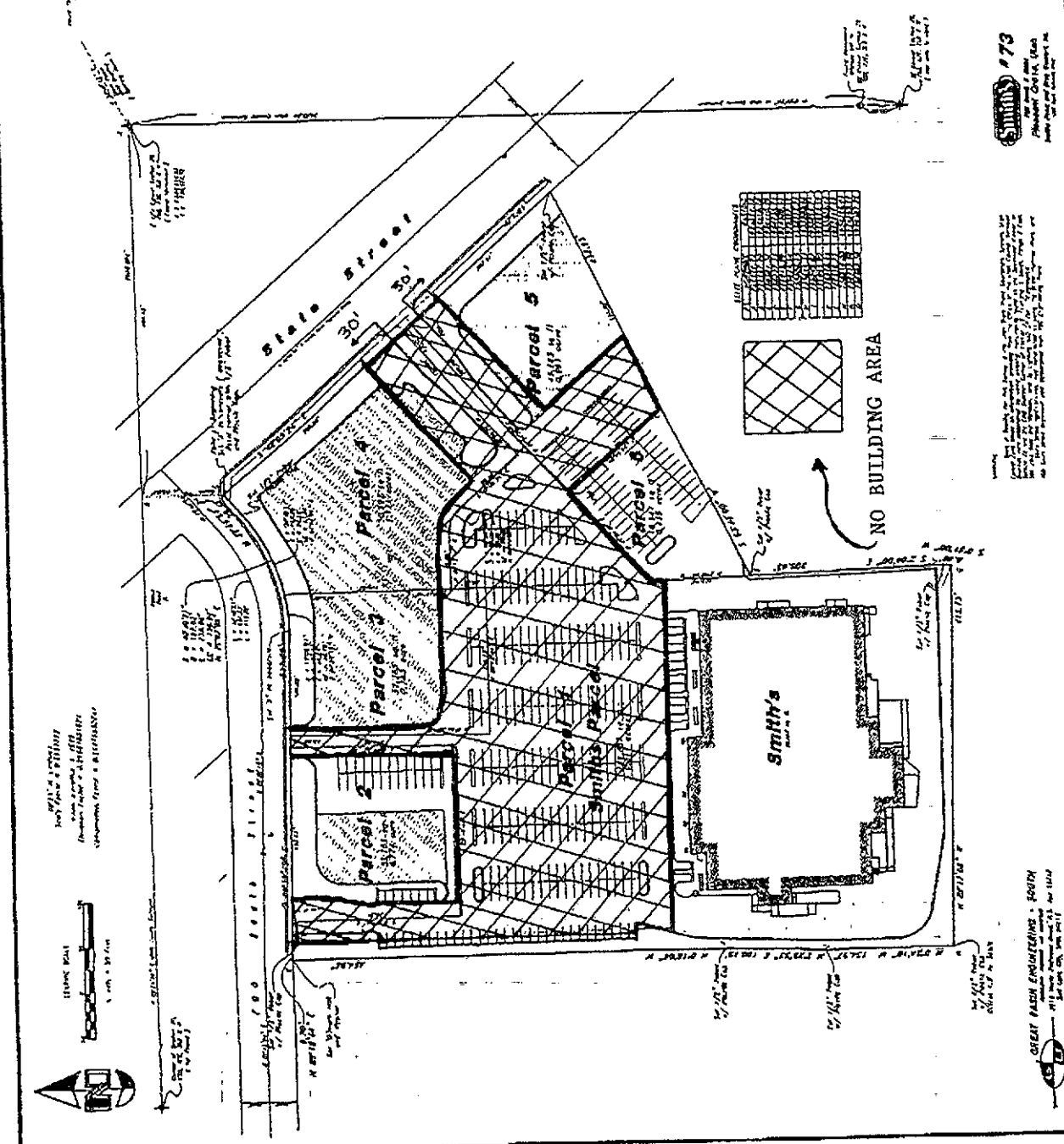
Beginning at a point 223.44 feet South $89^{\circ}21'36''$ West along the Quarter Section Line, 288.03 feet South and 251.00 feet South $47^{\circ}54'36''$ West from the East Quarter Corner of said Section 29; and running thence South $42^{\circ}05'24''$ East 136.32 feet to the Northwesterly Line of the L. Jay Nielsen Property; thence South $63^{\circ}46'$ West 208.02 feet along said Nielsen Property Line to the Northwesterly corner thereof; thence North $2^{\circ}09'$ West 103.66 feet; thence North $47^{\circ}54'36''$ East 133.56 feet to the point of beginning.

EXHIBIT B
TO
RESTRICTIONS AND EASEMENTS AGREEMENT

The "Site Plan" referred to in the foregoing Agreement is attached hereto.

<p>Surveyor's Certificate</p> <p>I, SMITH'S ENGINEERING & SURVEYING, a duly licensed and bonded Surveyor, do hereby certify that the foregoing is a true and correct copy of the original plat as filed in my office, and that the same has been approved by me.</p> <p>Boundary Description:</p> <table border="1"> <tr><th>LINE</th><th>BEARING</th><th>DISTANCE</th></tr> <tr><td>1</td><td>N 89° 15' 00" E</td><td>100.00</td></tr> <tr><td>2</td><td>S 89° 15' 00" E</td><td>100.00</td></tr> <tr><td>3</td><td>S 00° 00' 00" E</td><td>100.00</td></tr> <tr><td>4</td><td>N 89° 15' 00" W</td><td>100.00</td></tr> <tr><td>5</td><td>N 00° 00' 00" W</td><td>100.00</td></tr> <tr><td>6</td><td>N 89° 15' 00" E</td><td>100.00</td></tr> <tr><td>7</td><td>S 89° 15' 00" E</td><td>100.00</td></tr> <tr><td>8</td><td>S 00° 00' 00" E</td><td>100.00</td></tr> <tr><td>9</td><td>N 89° 15' 00" W</td><td>100.00</td></tr> <tr><td>10</td><td>N 00° 00' 00" W</td><td>100.00</td></tr> <tr><td>11</td><td>N 89° 15' 00" E</td><td>100.00</td></tr> <tr><td>12</td><td>S 89° 15' 00" E</td><td>100.00</td></tr> <tr><td>13</td><td>S 00° 00' 00" E</td><td>100.00</td></tr> <tr><td>14</td><td>N 89° 15' 00" W</td><td>100.00</td></tr> <tr><td>15</td><td>N 00° 00' 00" W</td><td>100.00</td></tr> <tr><td>16</td><td>N 89° 15' 00" E</td><td>100.00</td></tr> <tr><td>17</td><td>S 89° 15' 00" E</td><td>100.00</td></tr> <tr><td>18</td><td>S 00° 00' 00" E</td><td>100.00</td></tr> <tr><td>19</td><td>N 89° 15' 00" W</td><td>100.00</td></tr> <tr><td>20</td><td>N 00° 00' 00" W</td><td>100.00</td></tr> <tr><td>21</td><td>N 89° 15' 00" E</td><td>100.00</td></tr> <tr><td>22</td><td>S 89° 15' 00" E</td><td>100.00</td></tr> <tr><td>23</td><td>S 00° 00' 00" E</td><td>100.00</td></tr> <tr><td>24</td><td>N 89° 15' 00" W</td><td>100.00</td></tr> <tr><td>25</td><td>N 00° 00' 00" W</td><td>100.00</td></tr> <tr><td>26</td><td>N 89° 15' 00" E</td><td>100.00</td></tr> <tr><td>27</td><td>S 89° 15' 00" E</td><td>100.00</td></tr> <tr><td>28</td><td>S 00° 00' 00" E</td><td>100.00</td></tr> <tr><td>29</td><td>N 89° 15' 00" W</td><td>100.00</td></tr> <tr><td>30</td><td>N 00° 00' 00" W</td><td>100.00</td></tr> <tr><td>31</td><td>N 89° 15' 00" E</td><td>100.00</td></tr> <tr><td>32</td><td>S 89° 15' 00" E</td><td>100.00</td></tr> <tr><td>33</td><td>S 00° 00' 00" E</td><td>100.00</td></tr> <tr><td>34</td><td>N 89° 15' 00" W</td><td>100.00</td></tr> <tr><td>35</td><td>N 00° 00' 00" W</td><td>100.00</td></tr> <tr><td>36</td><td>N 89° 15' 00" E</td><td>100.00</td></tr> <tr><td>37</td><td>S 89° 15' 00" E</td><td>100.00</td></tr> <tr><td>38</td><td>S 00° 00' 00" E</td><td>100.00</td></tr> <tr><td>39</td><td>N 89° 15' 00" W</td><td>100.00</td></tr> <tr><td>40</td><td>N 00° 00' 00" W</td><td>100.00</td></tr> <tr><td>41</td><td>N 89° 15' 00" E</td><td>100.00</td></tr> <tr><td>42</td><td>S 89° 15' 00" E</td><td>100.00</td></tr> <tr><td>43</td><td>S 00° 00' 00" E</td><td>100.00</td></tr> <tr><td>44</td><td>N 89° 15' 00" W</td><td>100.00</td></tr> <tr><td>45</td><td>N 00° 00' 00" W</td><td>100.00</td></tr> <tr><td>46</td><td>N 89° 15' 00" E</td><td>100.00</td></tr> <tr><td>47</td><td>S 89° 15' 00" E</td><td>100.00</td></tr> <tr><td>48</td><td>S 00° 00' 00" E</td><td>100.00</td></tr> <tr><td>49</td><td>N 89° 15' 00" W</td><td>100.00</td></tr> <tr><td>50</td><td>N 00° 00' 00" W</td><td>100.00</td></tr> </table>		LINE	BEARING	DISTANCE	1	N 89° 15' 00" E	100.00	2	S 89° 15' 00" E	100.00	3	S 00° 00' 00" E	100.00	4	N 89° 15' 00" W	100.00	5	N 00° 00' 00" W	100.00	6	N 89° 15' 00" E	100.00	7	S 89° 15' 00" E	100.00	8	S 00° 00' 00" E	100.00	9	N 89° 15' 00" W	100.00	10	N 00° 00' 00" W	100.00	11	N 89° 15' 00" E	100.00	12	S 89° 15' 00" E	100.00	13	S 00° 00' 00" E	100.00	14	N 89° 15' 00" W	100.00	15	N 00° 00' 00" W	100.00	16	N 89° 15' 00" E	100.00	17	S 89° 15' 00" E	100.00	18	S 00° 00' 00" E	100.00	19	N 89° 15' 00" W	100.00	20	N 00° 00' 00" W	100.00	21	N 89° 15' 00" E	100.00	22	S 89° 15' 00" E	100.00	23	S 00° 00' 00" E	100.00	24	N 89° 15' 00" W	100.00	25	N 00° 00' 00" W	100.00	26	N 89° 15' 00" E	100.00	27	S 89° 15' 00" E	100.00	28	S 00° 00' 00" E	100.00	29	N 89° 15' 00" W	100.00	30	N 00° 00' 00" W	100.00	31	N 89° 15' 00" E	100.00	32	S 89° 15' 00" E	100.00	33	S 00° 00' 00" E	100.00	34	N 89° 15' 00" W	100.00	35	N 00° 00' 00" W	100.00	36	N 89° 15' 00" E	100.00	37	S 89° 15' 00" E	100.00	38	S 00° 00' 00" E	100.00	39	N 89° 15' 00" W	100.00	40	N 00° 00' 00" W	100.00	41	N 89° 15' 00" E	100.00	42	S 89° 15' 00" E	100.00	43	S 00° 00' 00" E	100.00	44	N 89° 15' 00" W	100.00	45	N 00° 00' 00" W	100.00	46	N 89° 15' 00" E	100.00	47	S 89° 15' 00" E	100.00	48	S 00° 00' 00" E	100.00	49	N 89° 15' 00" W	100.00	50	N 00° 00' 00" W	100.00	<p>Records of Sale</p> <p>Smiths #73</p> <p>PLAT FILED IN: _____ DATE: _____</p> <p>BOOK: _____ PAGE: _____</p>
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ENT 56260 BK 4660 PG 278
PG 278



SMITH'S #73

SMITH'S ENGINEERING & SURVEYING

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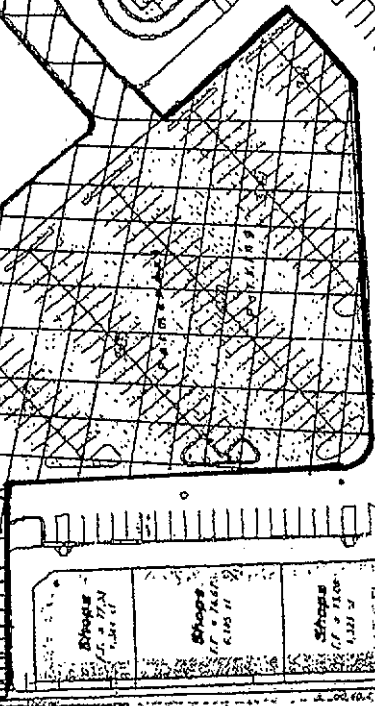
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EXHIBIT "B"



State Street

No Building Areas



Future Retail Shops
4,000 sq ft

Existing Building

Existing Building

Shops
17,000 sq ft

Cinema Complex
11,000 sq ft

Smith's

Theater Line

ENT 56260 BK 4660 PG 279

Conceptual SRE Exhibit

Project Name	State Street
Project No.	56260
Scale	1" = 20'
Date	10/10/00
Author	J. Smith
Check	J. Smith
Drawn	J. Smith
Revised	

EXHIBIT "B"

EXHIBIT C
TO
RESTRICTIONS AND EASEMENTS AGREEMENT

The "Village Square Parcel" referred to in the foregoing Agreement is situated in Utah County, State of Utah and is more particularly described as follows:

A part of the Southwest Quarter of Section 28 and the Southeast Quarter of Section 29, Township 5 South, Range 2 East, Salt Lake Base and Meridian, U.S. Survey in the City of Pleasant Grove, Utah County, Utah:

Beginning at a point on the Southwesterly Line of State Highway 89 being 541.81 feet South $0^{\circ}22'25''$ East along the Quarter Section Line from the East Quarter Corner of said Section 29; and running thence South $42^{\circ}05'24''$ East 562.30 feet along the Southwesterly Line of said State Highway to the Northwesterly Line of the Walker Investments Deed; thence South $48^{\circ}23'35''$ West 171.20 feet along said deed line to a point on the projection of an Existing Boundary Line Fence; thence along said Boundary Line Fences the following Nine courses: North $89^{\circ}52'56''$ West 37.72 feet to an Existing Fence Corner; South $4^{\circ}49'39''$ East 171.98 feet to an Existing Fence Corner; North $86^{\circ}53'56''$ West 68.54 feet; North $89^{\circ}34'10''$ West 79.06 feet; North $89^{\circ}49'15''$ West 164.46 feet; North $89^{\circ}41'45''$ East 133.56 feet; South $84^{\circ}44'11''$ West 30.09 feet; North $89^{\circ}41'59''$ West 9.86 feet and North $7^{\circ}21'14''$ East 376.56 feet to an Existing Rebar; thence North $82^{\circ}07'27''$ West 10.31 feet to an Existing Deed Line; thence North $8^{\circ}31'00''$ East 8.48 feet along said Deed Line; thence North $2^{\circ}09'00''$ West 309.31 feet along said Deed Line; thence North $47^{\circ}54'36''$ West 133.56 feet; thence South $42^{\circ}05'54''$ East 136.32 feet to an existing Deed Line; thence North $63^{\circ}46'00''$ East 260.93 feet along said Deed Line to a point on the Southwesterly Line of State Highway 89; thence South $42^{\circ}05'24''$ East 130.98 feet along said Southwesterly Line to the point of Beginning.

Contains 11.037 acres