

300A-5/WHA

#315 Logan
Logan, UT
9/06/85

DECLARATION OF RESTRICTIONS
AND GRANT OF EASEMENTS

481833

25.50

THIS DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS ("Declaration") is made as of the 17th day of September, 1985, between Ace S. Raymond, Ace Raymond, General Contractors, a Utah partnership, and Raymond Construction Company, a Utah partnership ("Raymond"), Albertson's, Inc., a Delaware corporation ("Albertson's"), Harman Management Corporation, a Utah corporation ("Harman"), and Harman-Employees Investment, Inc., a Utah corporation, ("Investments").

RECITALS:

A. Raymond is the record owner of fee simple title ("Owner") to Parcels I and II and Harman is the Owner of Parcel III as shown on Exhibit "A" and more particularly described in Schedule I (Parcel I), Schedule II (Parcel II) and Schedule III (Parcel III) attached hereto and incorporated herein by this reference. Parcels I and II are hereinafter collectively referred to as "Shopping Center".

B. Albertson's is the holder of a leasehold estate in Parcel I pursuant to that certain Shopping Center Lease dated June 15, 1971, a Memorandum of which was recorded on September 30, 1971 as Filing No. 363077 in Book 138 of Record, Page 52, Office of the Recorder of Cache County, Utah. The Shopping Center Lease was amended by First Amendment to Shopping Center Lease dated October 2, 1981, a Memorandum of which was recorded on April 13, 1982 as Filing No. 451018 in Book 300 of Record, Page 749, Office of the Recorder of Cache County, Utah and Second Amendment to Shopping Center Lease dated September 18, 1984, a Memorandum of which was recorded on October 22, 1984 as Filing No. 473528 in Book 343 of Record, Page 935, Office of the Recorder of Cache County, Utah. The Shopping Center Lease, First Amendment to Shopping Center Lease and Second Amendment to Shopping Center Lease are hereinafter collectively referred to as "Albertson's Lease".

C. Albertson's is also the holder of an easement for ingress, egress and parking over a portion of Parcel II as granted in that certain Declaration of Restrictions dated September 13, 1971 and recorded on September 30, 1971 as Filing No. 363080 in Book 138 of Record, Page 67, Office of the Recorder of Cache County, Utah, as amended by First Amendment to Declaration of Restrictions dated September 18, 1984 and recorded October 12, 1984 as

Filing No. 473998 in Book 343 of Record, Page 469, Office of the Recorder of Cache County, Utah.

D. Investments is the Owner of that certain real property located in the City of Logan, County of Cache, State of Utah, more particularly described in Schedule IV attached hereto and made a part hereof by this reference ("Investment Parcel"). The Investment Parcel, together with Parcels I, II and III, are hereinafter individually referred to as "Parcel".

E. Harman desires to relocate a "Kentucky Fried Chicken" restaurant from the Investment Parcel to Parcel III. The parties desire to enter into an agreement to establish certain easements, covenants and restrictions on the Parcels to provide for the successful operation of an integrated commercial development on Parcels I, II and III.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1. Duration: The parties do hereby impose upon their respective Parcels the provisions contained herein which shall attach to and run with the land in perpetuity except for the provisions of Paragraphs 2 through 7, 9 and 10 which shall terminate on the date of termination of Albertson's Lease (including any extensions thereof).

2. Investment Parcel Restrictions: No part of the Investment Parcel shall be used as a convenience store (which shall be defined as any store or department containing at least 250 square feet of floor area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption) or delicatessen, or for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption.

3. Parcel III Restrictions:

(a) No portion of Parcel III shall be used as a convenience store (which shall be defined as any store or department containing at least 250 square feet of floor area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption), bakery or delicatessen; for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption; or for the sale or offer for sale of any ethical pharmaceutical products requiring the services of a registered pharmacist.

(b) No part of Parcel III shall be used as a bar, tavern, adult book store, automotive repair facility, massage parlor or car wash; for the renting,

leasing or selling of or displaying for the purpose of renting, leasing or selling of any boat, motor vehicle or trailer; or for industrial purposes.

(c) No part of Parcel III shall be used as a medical, dental, professional or business office; health spa or studio; training or educational facility; or entertainment facility.

(d) Anything in subparagraphs (a), (b) and (c) above to the contrary notwithstanding, nothing contained herein shall be deemed to prohibit the operation of a "Kentucky Fried Chicken" restaurant on Parcel III including the sale of all items normally sold from time to time in a "Kentucky Fried Chicken" restaurant.

4. **Development:** Development of Parcel III, including, without limitation, the construction, reconstruction, remodeling or expansion of any building located thereon, shall be conducted in such a manner as to not unreasonably interfere with the conduct of any business located on the Shopping Center. Staging for the construction of any building located on Parcel III including, without limitation, the location of any temporary buildings or construction sheds, the storage of building materials and the parking of construction vehicles and equipment shall be restricted to that portion of Parcel III approved in writing by the Owner of the Shopping Center and Albertson's. In no event shall access to any building located in the Shopping Center from any street or driveway located on or adjacent to Parcel III be blocked during business hours.

5. **Building Size and Location:** No building shall be constructed on Parcel III except in the area designated "Building Area" on Exhibit "A"; provided, however, canopies and roof overhangs (including columns or pillars supporting them), normal foundations, and doors for ingress and egress may project from the Building Area into the Common Area. No building on Parcel III shall exceed one story and eighteen (18) feet in height. No signs shall be placed on the roof or extend above the roof line of any building constructed on Parcel III.

6. **Common Area:** The Common Area consists of that portion of Parcel I and Parcel II from time to time devoted to ingress, egress and parking together with that portion of Parcel III which is not Building Area. The parking and vehicular traffic patterns on Parcels I, II and III shall be designed and installed so that the entire Common Area constitutes an integrated parking lot

to serve all buildings located on Parcels I, II and III. The parking and vehicular traffic patterns on Parcel III shall be constructed and maintained in accordance with the site plan attached hereto as Exhibit "A" and shall not be changed without the prior written approval of the Owner of the Shopping Center and Albertson's, which approval shall not be unreasonably withheld. No portion of the Common Area on Parcel III shall be used for the sale or display of merchandise. All loading docks, trash enclosures and other service facilities located on Parcel III shall be placed in an enclosure constructed of the same material used for the exterior of any building constructed on Parcel III. Albertson's and Raymond hereby consent to the construction of all improvements or modifications to the Shopping Center Common Area shown on Exhibit "A" attached hereto at Harman's sole cost and expense and required in connection with the construction of any buildings or improvements on Parcel III. Harman shall not permit any liens to stand against the Shopping Center for construction of any buildings or improvements described herein; provided that Harman may contest the validity of any such lien, but upon a final determination of the validity thereof Harman shall cause the lien to be satisfied and released of record.

7. Common Area Maintenance:

(a) The Owner of Parcel III shall maintain or cause to be maintained the Common Area on Parcel III in at least the same quality and condition as the Shopping Center Common Area, said maintenance to include, without limitation, keeping said area in good repair and in a clean and sightly condition (including replacements, if necessary) and keeping said area clear of snow and ice and adequately lighted when stores are open for business. The Owner of Parcel III shall also maintain or cause to be maintained general public liability insurance insuring the Owner of Parcel III against claims for personal injury, death or property damage occurring on the Parcel III Common Area. The limits of liability shall be the same as are provided in the general public liability insurance required to be maintained on the Shopping Center Common Area pursuant to Albertson's Lease. The Owner of Parcel III shall furnish the Owners of Parcels I and II and Albertson's with certificates evidencing such insurance upon request.

(b) In the event the Owner of Parcel III fails to keep and maintain the Parcel III Common Area in the condition required by subparagraph (a)

above, then, upon thirty (30) days prior written notice, the Owner of Parcel I or Parcel II or Albertson's may perform any work necessary to cause the Parcel III Common Area to be placed in the condition required by subparagraph (a) above, and the Owner of Parcel III shall reimburse the person performing such work for all costs incurred with respect to the work done on Parcel III together with interest at the rate of fifteen percent (15%) per annum from the date payment for the work was made until reimbursement is received.

8. **Ingress and Egress:** Albertson's and Raymond hereby grant to Harman for the benefit of Parcel III and Harman hereby grants to Albertson's and Raymond for the benefit of Parcels I and II mutual nonexclusive easements for ingress and egress by vehicular and pedestrian traffic and customer vehicular parking over and across the Common Area located on their respective Parcel(s) and no barricades or structures which prevent or hinder such ingress, egress and parking shall be constructed or maintained by any party; provided, however, that the parking easements hereby granted shall not inure to the benefit of the employees of any business located on the subject property.

9. **Type and Design of Building:**

(a) Each building on Parcel III, now and in the future, shall be of first quality construction and architecturally designed so that its exterior elevation (including signs) and color will be architecturally and aesthetically compatible and harmonious with the buildings located on the Shopping Center. No building may be constructed on Parcel III nor the exterior of any existing building on Parcel III changed in any way (including, without limitation, signs and color) without the prior written approval of the Owner of the Shopping Center and Albertson's as to the exterior design, color and elevations of the building to be constructed or modified. The opening, closing or relocation of any door, however, shall not require approval. Before the construction of any building or any modification of an existing building which requires approval is commenced, sufficient information shall be sent to all persons whose approval is required to enable them to make a reasonable determination as to such architectural and aesthetic compatibility. No person may arbitrarily or unreasonably withhold its approval of the proposed building or modification if it is in conformity with the intent of this subparagraph (a). Each such person must approve or disapprove the proposal within thirty (30) days after receipt of the proposal and, if it disapproves the proposal, it shall provide a written explanation in reasonable detail of its reasons for disapproving. If any person

fails to respond to the proposal or rejects or disapproves the proposal and fails to provide such explanation within the thirty (30) day period, such person shall be deemed to have approved same; provided, that when the approval was sought, the person seeking approval stated in writing to the person whose approval was sought that if a disapproval with explanation was not made within the thirty (30) day period, approval would then be deemed to have been given. If the proposal is disapproved as provided therein, then an alternate proposal may be submitted, which alternate proposal shall be handled in the same manner as the initial proposal.

(b) Every building hereafter constructed on Parcel III shall be either equipped with an automatic sprinkler system which meets all the standards of the Insurance Services Office (or other similar local organization having jurisdiction) or shall be constructed in such a manner as not to adversely affect the fire rating of any building then located upon any other Parcel. The purpose of this subparagraph (b) is to allow buildings built on each Parcel to be fire rated as separate and distinct units without deficiency charge.

10. Signs: Subject to governmental approval, a free-standing sign may be erected by the Owner of Parcel III at the location designated "Restaurant Sign" on Exhibit "A". Such sign shall display the designation of not more than one (1) business located on Parcel III. The cost of constructing, erecting and maintaining the sign shall be paid by the Owner or occupant of Parcel III. The design, size and height of the sign shall be subject to the prior written approval of the Owner of the Shopping Center and Albertson's, which approval shall not be unreasonably withheld. There shall be no other signs, except directional signs and signs on buildings, on Parcel III. No flashing or moving signs shall be permitted on Parcel III.

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

12. Successors and Assigns: This Declaration and the easements and restrictions created hereby shall inure to the benefit of and be binding upon the parties hereto, their heirs, personal representatives, successors and assigns; provided, however, that if any party sells any portion or all of its interest in any Parcel, such party shall thereupon be released and discharged

from any and all obligations in connection with the Parcel sold by it arising under this Declaration after the sale and conveyance of title.

13. **Injunctive Relief:** In the event of any violation or threatened violation of any terms, covenants, conditions or agreements contained in this Declaration, any or all of the parties hereto shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Declaration and all remedies available under statute, law and equity.

14. **Modification Provision:** This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the written consent of the Owners of Parcels I, II and III and Albertson's; provided, however, that any modification of Paragraph 2 or extension of the term in Paragraph 1 shall also require the written consent of the Owner of the Investment Parcel. No modification or termination of this Declaration shall affect the rights of any lienholder unless the lienholder consents in writing to the modification or termination.

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

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

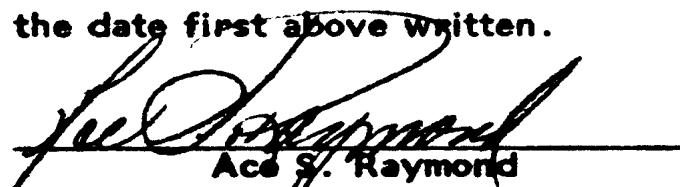
17. **Notices:** All notices to be given pursuant to this Declaration shall be in writing and must be given by United States certified or registered mail, return receipt requested, postage prepaid, properly addressed to the party by name and address as shown on the then current real property tax rolls in Cache County, Utah. All notices to Albertson's shall be sent to 250 Parkcenter Boulevard, P.O. Box 20, Boise, Idaho 83726, Attention: Legal Department.

The person and address to which notices are to be sent may be changed at any time by any party upon notice to the other parties.

18. Attorneys' Fees: In the event any person which is entitled to the benefits of this Declaration brings an action at law or in equity to enforce or interpret this Declaration, the prevailing party in such action shall be entitled to recover from the other party its reasonable attorneys' fees and all court costs in addition to all other appropriate relief.

19. Counterparts: This Declaration may be executed in any number of counterparts, each of which shall for all purposes be deemed to constitute an original and all of which shall constitute a single instrument or document, and shall be effective only upon execution of one or more of such counterparts by each of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date first above written.



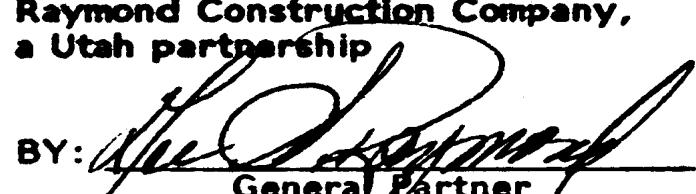
Ace S. Raymond

Ace Raymond, General Contractors,
a Utah partnership

BY: 

General Partner

Raymond Construction Company,
a Utah partnership

BY: 

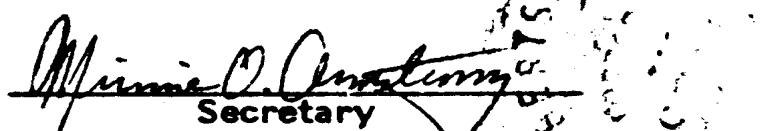
General Partner



Albertson's, Inc.,
a Delaware corporation

BY: 

Senior Vice President

BY: 

Secretary

Harman Management Corporation,
a Utah corporation

BY: 

Executive President of operation

BY: _____

Harman-Employees Investment, Inc.
a Utah corporation.

BY: 

Pres/Chair

BY: _____

STATE OF)
County of) ss..

On this 17 day of September, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared JACKIE TRUJILLO and _____, to me known to be the ~~Exec. Vice Pres.~~ and _____, respectively, of Harman Management Corporation, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

My commission expires:

2-20-86

Barrie M. Kapp
Notary Public in and for the
State of Utah
Residing at Boonton, Utah

STATE OF)
County of) ss.

On this 20th day of September, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared Ace S. Raymond, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.

My commission expires: 4/1/88

00 100 200 300 400

Patricia G. Jensen
Notary Public in and for the
State of Utah
Residing at Hyde Park, Utah

STATE OF IDAHO)
County of Ada) ss.

On this 12th day of September, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas R. Saldin and Minnie O. Armstrong, to me known to be the Senior Vice President and the Secretary, respectively, of Albertson's, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

My commission expires:

4-28-88

ALL IS A
NOTICE
TO THE
PUBLIC
OF THE
STATE
OF CALIFORNIA

Melisa S. Pearson
Notary Public in and for the
State of Idaho.
Residing at Boise, Idaho.

STATE OF)
County of) ss.

On this 20th day of September, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared Ace/ Raymond to me known to be a General Partner of Ace Raymond, General Contractors, the partnership that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

My commission expires:

April 1, 1988

Notary Public in and for the
State of Utah
Residing at Hyde Park, Utah

STATE OF)
County of) ss.

On this 20th day of September, 1983, before me, the undersigned, a Notary Public in and for said State, personally appeared Ace S. Raymond to me known to be a General Partner of Raymond Construction Company, the partnership that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

My commission expires:

April 1, 1988

**Notary Public in and for the
State of Utah
Residing at Hyde Park**

STATE OF UTAH)
County of Salt Lake) ss.

On this 20th day of Sept, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared FINAR W. BERGSTEDT and _____, to me known to be the President and _____, respectively, of HARMAN-EMPLOYEES INVESTMENT, INC, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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




Notary Public in and for the
State of UTAH
Residing at Salt Lake City.

STATE OF)
County of) ss.

On this day of _____, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ to me known to be a General Partner of _____, the limited partnership that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

My commission expires:

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

SCHEDULE I

PARCEL I

That certain real property situated in the City of Logan, County of Cache, State of Utah, to wit:

Beginning at a point 16.5 feet South of the Northwest corner of Lot 3, Block 47, Plat "A", Logan City Survey and running thence East 148.5 feet; thence North 16.5 feet; thence East 297.00 feet more or less to the Northeast corner of Lot 1 of said Block 47; thence South 217.00 feet more or less to a point which is 80.00 feet North of the Southeast corner of Lot 1 of said Block 47; thence West 90.00 feet; thence South 80.00 feet more or less to the South line of said Block 47; thence West 329.4 feet more or less to a point 26.1 feet East of the Southwest corner of Lot 3 of said Block 47; thence North 68.5 feet; thence West 26.1 feet; thence North 212.00 feet more or less to the point of beginning. Situated in the Northwest quarter of Section 34, Township 12 North, Range 1 East of the Salt Lake Base and Meridian.

TOGETHER WITH

That certain real property situated in the City of Logan, County of Cache, State of Utah, to wit:

Beginning at the Southwest corner of Lot 3, Block 47, Plat "A" Logan City Survey, and running thence East 26.1 feet; thence North 68.5 feet; thence West 26.1 feet; thence South 68.5 feet to beginning.

TOGETHER WITH

That certain real property situated in the City of Logan, County of Cache, State of Utah, to wit:

Beginning at the Southeast corner, Lot 4, Block 47, Plat "A", Logan City Survey and running thence North 7 rods 4 feet; thence West 3 rods; thence South 7 rods 4 feet; thence East 3 rods to beginning.

SAVE AND EXCEPT

That certain real property located in the City of Logan, County of Cache, State of Utah, to wit:

Beginning at the Northeast corner of Lot 1, Block 47, Plat "A", Logan City Survey and running thence South 165 feet;

Thence West 167.6 feet;

Thence South 12.0 feet;

Thence West 10.0 feet to an extension of the easterly line of the present Albertson's Building;

Thence North along the East line of said Albertson's Building 177.0 feet to the North line of Lot 2, Block 47;

Thence East along the Northerly line of said Lot 2 and said Lot 1, 177.6 feet to the point of beginning.

ALSO SAVE AND EXCEPT

That certain real property located in the City of Logan, County of Cache, State of Utah, to wit:

Beginning at the Southeast corner of Lot 1, Block 47, Plat "A", Logan City Survey and running thence West 9 rods; thence North 8 rods; thence East 9 rods; thence South 8 rods to the point of beginning.

SCHEDULE II

PARCEL II

That certain real property located in the City of Logan, County of Cache, State of Utah, to wit:

Beginning at the Northeast corner of Lot 1, Block 47, Plat "A", Logan City Survey and running thence South 165 feet;

Thence West 167.6 feet;

Thence South 12.0 feet;

Thence West 10.0 feet to an extension of the easterly line of the present Albertson's Building;

Thence North along the East line of said Albertson's Building 177.0 feet to the North line of Lot 2, Block 47;

Thence East along the Northerly line of said Lot 2 and said Lot 1, 177.6 feet to the point of beginning.

SCHEDULE III

PARCEL III

That certain real property located in the City of Logan, County of Cache, State of Utah, to wit:

Beginning at the Southeast corner of Lot 1, Block 47, Plat "A", Logan City Survey and running thence West 9 rods; thence North 8 rods; thence East 9 rods; thence South 8 rods to the point of beginning.

192 - 28.5

SCHEDULE IV

PARCEL IV

That certain property situated in the City of Logan, Cache County, State of Utah, to wit:

Beginning at a point 88 feet East of the Northwest Corner of Lot 5, Block 34, Plat "A", Logan City Survey, thence South 5 $\frac{1}{2}$ rods; East 60.5 feet; North 5 $\frac{1}{2}$ rods; West 60.5 feet to beginning. SUBJECT to a 12 foot right of way along the East side.

300A-7/WHA

#315 Logan
Logan, Utah
9/06/85

CONSENT AND SUBORDINATION

COMES NOW the undersigned, the owner and holder of the indebtedness secured by that certain Mortgage dated September 27, 1971 and recorded October 4, 1971 as Filing No. 363130 in Book 138 of Record, Page 150, Office of the Recorder of Cache County, Utah ("Mortgage"), and consents to the foregoing instrument for the purpose of subordinating the lien and priority of the Mortgage and all right, title and interest of the present and all future holders of the indebtedness secured thereby to the lien of said instrument.

EXECUTED as of the 19th day of September, 1985.

**The First National Bank of
Logan, Utah** now known as ZIONS FIRST NATIONAL BANK

BY: 
Vern H. Haslam, Senior Vice President

BY: _____

Zions First National Bank

BY: 
Vern H. Haslam, Senior Vice President

BY: _____

STATE OF UTAH
(SC)
COUNTY OF CACHE
FILED & INDEXED FOR
HICKMAN LAND TITLE CO.
SEP 20 2 26 PM '85

STATE OF UTAH)
County of Cache) ss.

**MICHAEL J. BROWN
COUNTY RECORDER**

On this 19th day of September, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared VERN H. HASLAM, to me known to be the Sr. Vice Pres. and _____, respectively, of The First National Bank of Logan, Utah, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Now known as ZIONS FIRST NATIONAL BANK
WITNESS MY HAND and official seal hereto affixed the day, month
and year in this certificate first above written.

My commission expires:

19 March 1986

Marilyn J. Jeros
Notary Public in and for the
State of Utah
Residing at Logan

STATE OF UTAH)
County of Cache) ss.

On this 19th day of September, 1985, before me, the undersigned, a Notary Public in and for said State, personally appeared Vern H. Haslam XX, to me known to be the Sr. Vice President, respectively, of Zions First National Bank, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated, that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

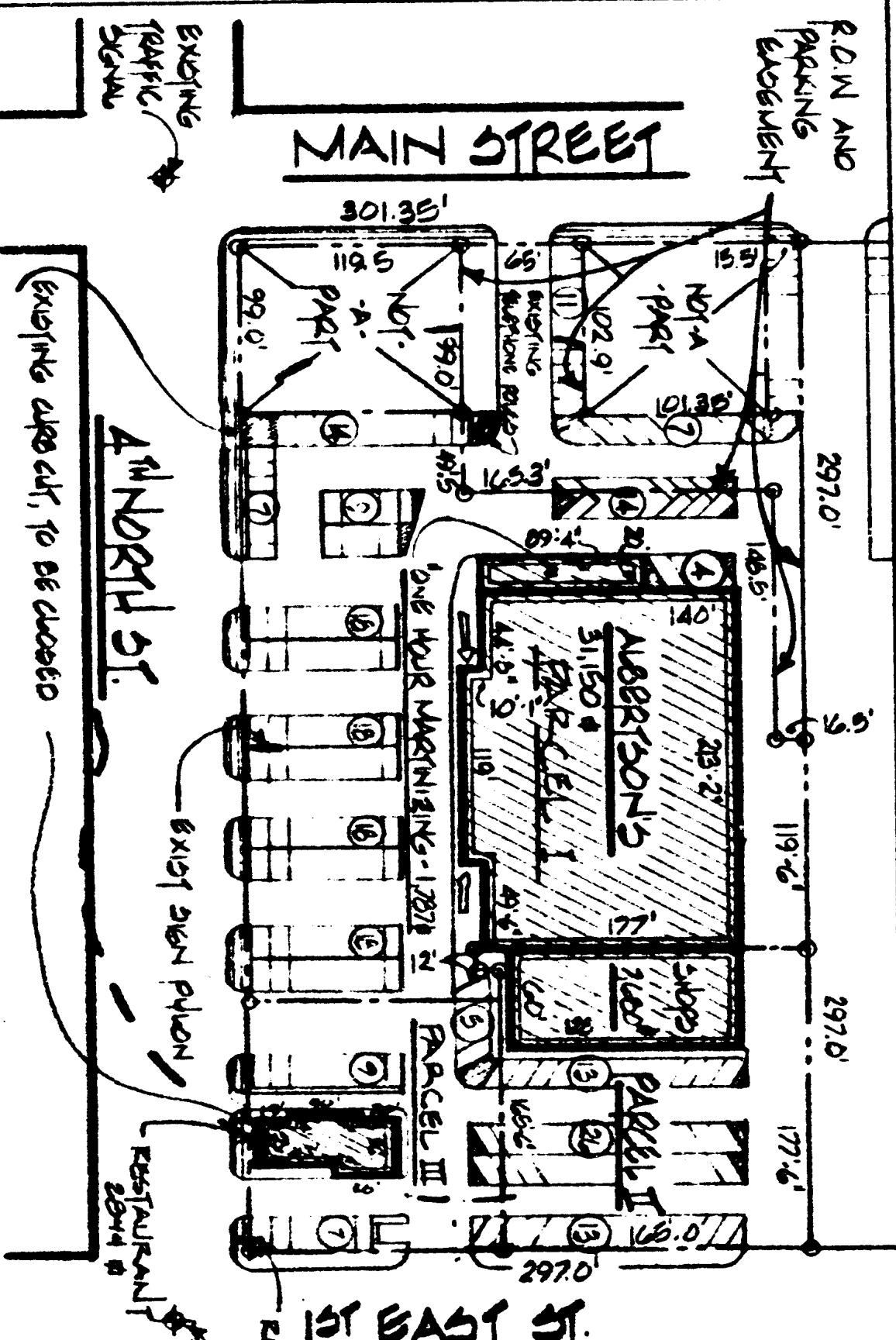
My commission expires:

19 March 1986

Marilyn J. Judd
Notary Public in and for the
State of Utah
Residing at Logan

P.D.W. AND
PARKING
EVENEMENT

MAIN STREET



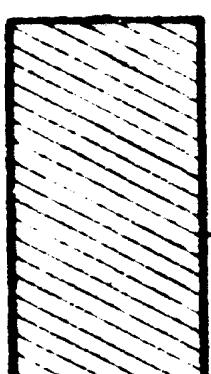
GENERAL NOTES:

- DRAW YOUR BOUNDARY OF SURVEY
- PARKING REQUIREMENT IS SHOWN AS 1 SPOT PER 260 SF OF NET BUILDING AREA
- BUILDING SETBACK AREA:
FRONT: 4' - SIDE: 4' - REAR: 1'
LANDSCAPING, IN ADDITION TO EXISTING, IS NOT REQUIRED.
- EXISTING & REQUIRED EXISTING IS
COMMERCIAL ("C-2")

PRELIMINARY SITE PLAN

PROJECT NAME: 4th North St.
& Main Street

BUILDING AREA:



EXISTING CARPARKS — 202
NEW CARPARKS — 9
TOTAL NEW CARPARKS — 211

MECHANIC	APPROVED
MICHAEL	
CARL	
BUILDING	
MONITOR	

Drawn by: D.B.A.
Checked by:
Date: 6-21-84
Sheet No. 1 of 2



SITE PLAN

REVISIONS
6-9-84 P.D.W.
P.D.W. WITH 200' PARKING
SPOT IN NEW PKG.

6-11-84 P.D.W.
P.D.W. WITH 200' PARKING
SPOT IN NEW PKG.

6-13-84 P.D.W.
P.D.W. WITH 200' PARKING
SPOT IN NEW PKG.

6-22-84 P.D.W.
KAMERON PARKER
III FOR REST.