WHEN RECORDED, RETURN TO:

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

## THIRD AMENDMENT TO AMENDED AND RESTATED COMMON AREA MAINTENANCE AGREEMENT

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

#### RECITALS:

- Albertson's is the owner of Parcel 2, Price is the owner of Parcel 1 and a portion of Parcels 3 and 5, ShopKo is the owner of Parcel 4 and Carl's Jr. is the Owner of Parcel 1A of that certain real property located in West Jordan, Utah, commonly known as River Pointe Plaza shown on Exhibit "A" and particularly described on Schedule I attached hereto and incorporated herein by this reference (the "Subject Property"). Pads A, B and C as shown on Exhibit "A" are owned by third parties.
- Albertson's, ShopKo, and Price Development Company, the predecessor-in-interest of Price, entered into that certain Amended and Restated Common Area Maintenance Agreement dated May 27, 1987 and recorded June 5, 1987 as Instrument No. 4470261, Records of Salt Lake County, Utah, as modified by the First Amendment to Amended and Restated Common Area Maintenance Agreement dated June 7, 1988 and recorded July 18, 1988 as Instrument No. 4650834, Records of Salt Lake County, Utah, and as further modified by the Second Amendment to Amended and Restated Common Area Maintenance Agreement dated July 21, 1994 and recorded November 9, 1994 as Instrument No. 5963095, Records of Salt Lake County, Utah (collectively, the "CAMA").

THIRD AMENDMENT TO AMENDED AND RESTATED COMMON AREA MAINTENANCE AGREEMENT - Page 1 ABS #362 - 90th & Redwood; West Jordan, UT M&M 125.515 12/07/99

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- C. Section 13.5 of the CAMA provides that the CAMA may be modified only with the consent of the Owners and Prime Lessees of Parcels containing ninety percent (90%) of the total Building Area of the Subject Property at the time of such modification.
- D. Albertson's, Price, ShopKo and Carl's Jr. are the Owners and such persons designated pursuant to Section 13.7 of the CAMA of the Parcels containing not less than ninety percent (90%) of the total Building Area of the Subject Property on the date of this Third Amendment. There is currently no Prime Lessee of any Parcel of the Subject Property.
- E. Concurrent with this Third Amendment, Albertson's has acquired certain real property from Price (the "Expansion Property") that had been heretofore described in the CAMA as comprising a part of Parcel 3. A new legal description of Parcel 2 (reflecting an increase in its size as a result of the purchase of the Expansion Property by Albertson's) and Parcel 3 (reflecting a reduction in its size as a result of the sale of the Expansion Property to Albertson's) is included in Schedule I attached to this Third Amendment. Parcels 2 and 3, as reconfigured, and the reconfigured Building Areas on such Parcels, are among the matters shown on the site plan of the Subject Property attached to this Third Amendment as Exhibit "A".
- F. The parties to this Third Amendment desire to further amend the CAMA as hereinafter provided.

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

### **AGREEMENTS:**

- 1. The parties affirm the truth and accuracy of the foregoing Recitals and incorporate the same into the agreements contained in this Third Amendment.
- 2. All capitalized terms in this Third Amendment shall have the same meanings ascribed to them in the CAMA.
- 3. Schedule I to the CAMA is deleted, and Schedule I attached to this Third Amendment is substituted therefor.
- 4. Exhibit "A" to the CAMA is deleted, and Exhibit "A" attached to this Third Amendment is substituted therefor.
- 5. The first table contained in Section 7.1 of the CAMA is deleted in its entirety and the following table is substituted therefor:

THIRD AMENDMENT TO AMENDED AND RESTATED COMMON AREA MAINTENANCE AGREEMENT - Page 2 ABS #362 - 90th & Redwood; West Jordan, UT M&M 125.515 12/07/99

	Maximum Building Area	
	(excluding Expansion Area)	Percent
Parcel 1	11,824 sq. ft.	5.33
Parcel 1A	4,200 sq. ft.	1.89
Parcel 2	55,879 sq. ft.	25.21
Parcel 3	31,380 sq. ft.	14.16
Parcel 4	94,300 sq. ft.	42.55
Parcel 5	24,054 sq. ft.	10.85
TOTAL:	221,637 sa. ft.	100.00

The parties acknowledge that ShopKo, by letter dated February 19, 1996, exercised its right to maintain Parcel 4 separately, as provided for in Article 11 of the CAMA.

- 6. The effective date of this Third Amendment shall be the date upon which it is recorded in the Official Records of Salt Lake County, Utah.
- 7. Except as modified by this Third Amendment, the CAMA shall remain in full force and effect and the parties ratify and confirm the CAMA as amended hereby. In the event of any conflict between this Third Amendment and the CAMA, the terms of this Third Amendment shall prevail.
- 8. Each party (and consenting party) executing this Third Amendment represents and warrants to each other party (and consenting party) that it has full authority and right to execute this instrument.
- 9. Each party (and consenting party) executing this Third Amendment represents and warrants to each other party (and consenting party) that (i) no mortgage or deed of trust encumbers any part or portion of such party's (or consenting party's) respective interest in the Shopping Center, and (ii) no Lienholder or other person(s) (other than attached hereto) is required by any agreement with such party (or consenting party) to consent to this Third Amendment.
- 10. This Third Amendment may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

FIRST PARTY:	ALBERTSON'S:
Price Development Company, Limited	Albertson's, Inc., a Delaware corporation
Partnership, a Maryland limited partnership	
	Ву:
By: JP Realty, Inc., a Maryland	C. Lee Mumford
corporation, its general partner	Its: Vice President, Real Estate Law
$\mathcal{M}$	<b>SHOPKO</b>
By: // !	ShopKo Stores, Inc., d/b/a Uvalko/ShopKo
Name (Amit): 10/Rex Frazier	Stores, Inc., a Minnesota corporation
Its: / Ydesident Title LEGAL DEP1.	weinen
APPROVAL	By tunn
Attest:	Name (print): Thomas Sowa
facility Section	Its: VP Real Estate
Name (print): 1 four MENDENHALL	Alton.
Its: Social and	CARL'S JR .:
Title 🚫	Carl Karcher Enterprises, Inc., d/b/a
_	Carl's Jr., a California corporation
	Ву:
	Name:
	Title:

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

FIRST PARTY:	ALBERTSON'S:	
Price Development Company, Limited	Albertson's, Inc., a Delaware corporation	
Partnership, a Maryland limited partnership	By: L. Mandand	
By: JP Realty, Inc., a Maryland	C. Lee Mumford mon TVV	
corporation, its general partner	Its: Vice President, Real Estate Law	
	<b>SHOPKO</b> :	
Ву:	ShopKo Stores, Inc., d/b/a Uvalko/ShopKo	
Name (print):	Stores, Inc., a Minnesota corporation	
[ts:	•	
[ts:		
	By:	
Attest:	Name (print):	
	Its:	
	Its:	
Name (print):	<del>-</del>	
ts:Title	CARL'S JR.:	
Title	Carl Karcher Enterprises, Inc., d/b/a	
	Carl's Jr., a California corporation	
	Ву:	
	Name:	
	Title:	

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BK8358P68506

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

FIRST PARTY: Price Development Company, Limited Partnership, a Maryland limited partnership	ALBERTSON'S: Albertson's, Inc., a Delaware corporation
By: JP Realty, Inc., a Maryland corporation, its general partner	By: C. Lee Mumford Its: Vice President, Real Estate Law
By:	SHOPKO: ShopKo Stores, Inc., d/b/a Uvalko/ShopKo Stores, Inc., a Minnesota corporation
Attest:	By: Name (print): Its:
Name (print): Its: Title	CARL'S JR.: Carl Karcher Enterprises, Inc., d/b/a Carl's Jr., a California corporation  By: Name: Carl A. Arena Title: Vice President, Fleat Estate

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BK8358P68507

STATE OF IDAHO )
COUNTY OF ADA ) ss.
On this 7 day of April, 2000, before me, the undersigned, a Notary Public in and for said state, personally appeared C. Lee Mumford, known or identified to me to be the Vice President, Real Estate Law, of Albertson's, Inc., the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.  NOTARY PUBLIC for Idaho Residing at 10 My commission expires: 12-21 2001
STATE OF UTAH ) ss. COUNTY OF SALT LAKE )
On this day of, before me, the undersigned, a Notary Public in and for said State, personally appeared and, respectively, of JP
Realty, Inc., a Maryland corporation, the general partner of <b>Price Development Company</b> , <b>Limited Partnership</b> , a Maryland limited partnership, the limited partnership that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.
WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.
My commission expires:  Notary Public in and for the State of Utah Residing at

THIRD AMENDMENT TO AMENDED AND RESTATED COMMON AREA MAINTENANCE AGREEMENT - Page 5 ABS #362 - 90th & Redwood; West Jordan, UT M&M 125.515 12/07/99

STATE OF IDAHO ) ss.
COUNTY OF ADA )
On this
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
NOTARY PUBLIC for Idaho Residing at My commission expires:
STATE OF UTAH ) ss. COUNTY OF SALT LAKE )
On this day of land, the undersigned a Notary Public in and for said State, personally appeared by and said state, personally appeared by and said state, respectively, of JP Realty, Inc., a Maryland corporation, the general partner of Price Development Company, Limited Partnership, a Maryland limited partnership, the limited partnership that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said limited partnership, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.
WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.  My commission expires:  Notary Public in and for the State of Utah Residing at

THIRD AMENDMENT TO AMENDED AND RESTATED COMMON AREA MAINTENANCE AGREEMENT - Page 5 ABS #362 - 90th & Redwood; West Jordan, UT M&M 125.515 12/07/99



STATE OF WISCONSIN )	
COUNTY OF PROWN )	
On this 3rd day of April , 2000, before me, the undersigned, a Notary Public in and for said State, personally appeared Tromes Source and Richard D. Schooler, known to me to be the Schoolers Screen Screen of Shopko Stores, Inc., doing business as Uvalko/Shopko Stores, Inc., a Minnesota corporation, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.	
WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificated first above written.  My commission expires:  OTAR:  OT	
Wiscontinussion expires:  4/27/03  Notary Public in and for the  State of Wisconsin  Residing at	<u> </u>
STATE OF) ss. County of)	- 
On this	
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.	
NOTARY PUBLIC for Idaho Residing at My commission expires:	BK 8 3
	G

THIRD AMENDMENT TO AMENDED AND RESTATED COMMON AREA MAINTENANCE AGREEMENT - Page 6 ABS #362 - 90th & Redwood; West Jordan, UT M&M 125.515 12/07/99

STATE OF)	
COUNTY OF	· · · · · · · · · · · · · · · · · · ·
in and for said State, personally appeared be the of ShopKo Stores, Inc., a Minnesota corporation, the corpo acknowledged to me that the said instrument	before me, the undersigned, a Notary Public known to me to Stores, Inc., doing business as Uvalko/ShopKo ration that executed the foregoing instrument, and is the free and voluntary act and deed of said entioned, and on oath stated that he is authorized to
WITNESS MY HAND and official sea certificated first above written.	al hereto affixed the day, month and year in this
Sta	tary Public in and for the te of siding at
Carl's Jr., a California corporation, the corporation	, 2000, before me, the undersigned, a Notary, known or identified l Karcher Enterprises, Inc., doing business as on that executed the instrument or the person who ion, and acknowledged to me that such corporation
IN WITNESS WHEREOF, I have hereunt and year in this certificate first above written.	to set my hand and affixed my official seal the day
	TARY PUBLIC for Idaho iding at commission expires:
THIRD AMENDMENT TO AMENDED AND RESTATED COMMON AREA MAINTENANCE AGREEMENT - Page of ABS #362 - 90th & Redwood; West Jordan, UT M&M 125.515 12/07/99	<u> </u>

### **CONSENT**

In accordance with Section 13.7 of the CAMA, Jordan River Animal Hospital Holdings, LLC, a Utah limited liability company, as the owner of a portion of Parcel 5 designated Pad A on Exhibit "A" attached hereto, does hereby consent to and join in this Third Amendment that all of its right, title and interest in the Pad A and the Shopping Center shall be subject and subordinate to the Declaration as amended by this Third Amendment.

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

By: Terry L. Silkman

Its: President

STATE OF UTAH

COUNTY OF SALT LAKE

On this May of M

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



Notary Public for

### CONSENT

In accordance with Section 13.7 of the CAMA, Franchise Finance Corporation of America, a Delaware corporation, successor by merger to FFCA/IIP 1988 Property Co., as the owner of a portion of Parcel 3 designated Pad C on Exhibit "A" attached hereto, does hereby consent to and join in this Third Amendment that all of its right, title and interest in the Pad C and the Shopping Center shall be subject and subordinate to the Declaration as amended by this Third Amendment.

Franchise Finance Corporation of America, a Delaware corporation

By! Harold W. Dinson
Its: Senior Vice President

STATE OF Arizona )

County of Maricon )

On this day of March Soos, before me, the undersigned, a Notary Public in and for said state, personally appeared Harold W. Winson , known or identified to me to be the Shor Wie Harday of the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

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

NOTARY PUBLIC for Markop County

My commission expires:

THIRD AMENDMENT TO AMENDED AND RESTATED COMMON AREA MAINTENANCE AGREEMENT - Page 9 ABS #362 - 90th & Redwood; West Jordan, UT M&M 125.515 12/07/99

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

LEGAL DESCRIPTION

). RECORDE

RIVER POINTE PLAZA REVISED PARCEL 1

BEGINNING at a point on the East line of Redwood Road (1700 West Street), said point being South 00°03'25" East 370.48 feet along the Guarter Section line and North 89°53'45" East 53.00 feet from the Center of Section 3, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°53'45" East 84.61 feet; thence South 00°04'15" East 199.34 feet; thence North 89°53'45" East 75.00 feet; thence South 00°06'15" East 169.00 feet; thence South 89°53'45" West 4.50 feet; thence South 00°06'15" East 169.00 feet; thence South 89°53'45" West 4.50 feet; thence South 00°06'15" East 152.33 feet; thence South 89°53'45" West 155.46 feet to the East line of Redwood Road; thence North 00°03'25" West along said East line 420.67 feet to the POINT OF BEGINNING. Contains 1.1945 acres.

PREPARED FOR: Price Development Co.

35 Century Parkway

Salt Lake City, Utah 84115

PREPARED BY: Robert S. Markham, P.E.

L & M No. 01435-86E/S

Nav. 18, 1987

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

LEGAL DESCRIPTION

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

BEGINNING at a point on the East line of Redwood Road (1700 West Street), said point being South 00°03'25" East 193.01 feet along the Guarter Section line and North 89°53'45" East 53.00 feet from the Center of Section 3. Township 3 South, Range 1 West, Salt Like Base and Meridian, and running thence North 89°53'45" East 160.00 feet; thence South 00°03'25" East 162.47 feet: thence South 89°53'45" West 160.00 feet to the East line of Redwood Road; thence North 00°03'25" West along said East line 162.47 feet to the POINT OF BEGINNING. Contains 0.5968 acres.

PREPARED FOR: Price Development Co.

35 Century Parkway

Salt Lake City, Utah 84115

11

PREPARED BY: Robert S. Markham, P.E. L & M No. 01435-86E/S September 10, 1987

#### Parcel 2:

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

> 3/28/00 JM

#### Parcel 3:

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

3/28/00 JM

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

**6** 

· SCHEDULE I

LEGAL DESCRIPTION

RIVER POINTE PLAZA PARCEL 4 -POOR COPY-CO. RECORDER

BEGINNING at a point on the South line of 9000 South Street, said point being North E9°53'45" East 769.64 feet along the Guarter Section line and South C0°06'15" East 71.04 feet from the Center of Section 3, Township 3 South, Range 1 West, Sait Lake Base and Meridian, said point also being on an 11,512.20 foot radius curve to the left (center bears North 01°09'57" West 11,512.20 feet of which the central angle is 01°27'14"); and running thence Northeasterly along the arc of said curve and South line 292.15 feet; thence South 00°06'15" East 256.66 feet; thence North 89°53'45" East 41:00 feet; thence South 00°06'15" East 216.00 feet; thence North 89°53'45" West 134.22 feet; thence North 00°06'15" West 25.00 feet; thence South 89°53'45" West 134.22 feet; thence North 00°06'15" West 25.00 feet; thence South 89°53'45" West 134.60 feet; thence South 89°53'45" West 134.60 feet; thence South 89°53'45" West 134.60 feet; thence South 89°53'45" West 155.00 feet; thence North 00°06'15" West 155.00 feet; thence South 89°53'45" West 156.00 feet; thence South 89°53'45" West 156.00 feet; thence North 00°06'15" West 156.00 feet; thence North 00°06'15" West 156.00 feet; thence North 69°53'45" East 234.00 feet; thence North 89°53'45" West 156.00 feet; thence North 00°06'15" West 156.00 feet; thence North 0

PREPARED FOR: Price Development Co.

35 Century Parkway

Salt Lake City, Utah 84115

PREPARED BY: Robert S. Markham, P.E.

L & M No. 01435-86E/S February 17, 1987

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

SCHEDULE I

LEGAL DESCRIPTION

RIVER POINTE PLAZA PARCEL S -POOR COPY-CO. RECORDER

BEGINNING at a point on the South line of 9000 South Street, said point being North 89°53'45" East 1081.64 feet along the Guarter Section line and South 00°06'15" East 61.95 feet from the Center of Section 3, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being on an 11,512.20 foot radius curve to the left; thence Northeasterly along the arc of said curve and said South line 152.799 feet to a point of tangency; thence North 86°37'31" East 46.87 feet to the point of an 11,406.16 foot radius curve to the right; thence along the arc of said curve and South line 43.573 feet; thence South 00°00'50" East 852.64 feet; thence South 89°53'45" West 60.00 feet; thence North 00°00'50" West 367.00 feet; thence South 89°53'45" West 141.14 feet; thence North 00°06'15" West 216.00 feet; thence South 89°53'45" West 504.86 feet to the POINT OF BEGINNING. Contains 2.9690 acres.

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

PREFARED BY: Robert S. Markham, P.E. L & M No. 01435-86E/S February 11, 1987



