

WHEN RECORDED PLEASE RETURN TO: KELLEY, WEBER, PIETZ & SLATER, S.C.
530 Jackson Street
Wausau, Wisconsin 54401

4519990

ATTN: Collin D. Pietz
09 SEPTEMBER 87 02:00 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
WESTERN STATES TITLE
REC BY: EVELYN FROGGET, DEPUTY

CROSS-EASEMENT AGREEMENT
(Site No. 7 - Sandy, Utah)

THIS AGREEMENT made this 25 day of August, 1987,
by and between SHOPKO STORES, INC., d/b/a UVALKO SHOPKO STORES,
INC., a Minnesota corporation, ("Shopko") and DEE'S, INC., a Utah
corporation, ("Dee's").

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WHEREAS, Shopko is acquiring from Dee's and will be the
owner of a certain parcel of real estate located in Salt Lake
County, Utah, described on Exhibit "1" appended hereto (the
"Shopko Site"); and

WHEREAS, Dee's is the owner of a certain parcel of real
estate located in Salt Lake County, Utah, described on Exhibit
"2" attached hereto (the "Dee's Site"); and

WHEREAS, the parties hereto desire to develop and
utilize the Shopko Site and the Dee's Site (hereinafter sometimes
referred to as "Site" and collectively referred to as the "Entire
Parcel") as an integrated and unified shopping center; and

WHEREAS, the parties hereto desire to provide
reciprocal easements for pedestrian and vehicular ingress,
egress, parking, passage and traffic and for utilities in, over,
upon, across and through the Entire Parcel, the Common Areas and
such other areas as are hereinafter provided as though the Entire
Parcel were developed and utilized as a single integrated
shopping center.

NOW, THEREFORE, in consideration of One Dollar (\$1.00)
the mutual covenants and agreements herein contained and other
good and valuable consideration, the receipt, value and

08/11/87:5

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BOOK 5959 PAGE 2093

sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

ARTICLE I

Definitions

1.01. Occupant. The term "Occupant" shall mean and include each of the parties hereto, their respective heirs, successors and assigns (including mortgagees) and any person who shall be from time to time entitled to the use and occupancy of space located within the Entire Parcel under any lease, sublease, license or concession agreement, or other instrument or arrangement under which such rights are acquired.

1.02. Common Areas. The term "Common Areas" shall mean and include all parts of the Entire Parcel which are such areas as are not covered by a building and are from time to time devoted primarily to parking, approaches, exits, entrances, sidewalks, exterior landscaping, incidental and interior roadways, service roads, loading areas and other similar areas.

1.03. Permittees. The term "Permittees" shall mean and refer to all Occupants and all customers, employees, licensees and other business invitees of Occupants.

1.04. Site. The term "Site" shall mean the Shopko Site, the Dee's Site and any portion of either under separate ownership.

ARTICLE II

Easements

2.01. Grant of Easements. Dee's and Shopko hereby grant each to the other and to each individual, partnership,

08/11/87:5

BOOK 5959 PAGE 2094

joint venture, corporation, trust, unincorporated association, governmental agency or other business entity now or hereafter holding an ownership interest in fee in any part of the Entire Parcel (which persons are herein sometimes singularly called an "Owner" and collectively called the "Owners") the following easements for use by the Owners and their respective Permittees, without payment of any fee or charge, except as otherwise agreed in writing between the Owners:

2.01.1. Pedestrian Easements. Nonexclusive easements for the purpose of pedestrian traffic between each Site and (i) each other Site which is contiguous thereto; (ii) the public streets and alleys now or hereafter abutting or located on any portion of the Entire Parcel; (iii) the parking areas now and hereafter located on the Entire Parcel and (iv) over, upon, across and through the Common Areas; limited, however, to those portions of each Site which are improved by the Owner thereof from time to time for pedestrian walkways and made available by such Owner for general use, as such portions may be reduced, increased or relocated from time to time by each such Owner in conformity with the Site Plan.

2.01.2. Vehicular Easements. Nonexclusive easements for the purpose of vehicular traffic over, upon, across and between each Site and the public streets and alleys now and hereafter abutting or located on any portion of the Entire Parcel; limited, however, to those portions of the Entire Parcel which are improved by the Owner thereof from time to time for

BOOK 5959 PAGE 2095

08/11/87:5

vehicular accessways as such portions may be relocated from time to time by such Owner in accordance with the Site Plan.

2.01.3. Common Component Easements. Nonexclusive easements for the purpose of furnishing connection, support and attachment to walls, footings, foundations, slabs, roofs and other structural systems of any improvement now and hereafter constructed on each Site, the encroachment of common components of improvements and the maintenance, repair and replacement of the same; limited, however, to those portions of each Development Tract on which an improvement is contiguous to an improvement constructed on another Site. Any Owner of a Site (the "Benefited Site") which desires to claim the benefit of the foregoing easement for common components and encroachments will be entitled to exercise such right on the following conditions:

(a) The Owner of the Benefited Site will submit plans and specifications showing the improvements proposed to be constructed on the Benefited Site to the Owner of the Site (the "Burdened Site") which will be burdened by the easements hereby created for approval of such plans and specifications by the Owner of the Burdened Site.

(b) Approval of such plans and specifications by the Owner of the Burdened Site will constitute a designation of the portion(s) of the Burdened Site to be used for the purposes therein described. Any

BOOK 5953 PAGE 2036

08/11/87:5

approval requested shall not be unreasonably delayed, denied or withheld.

(c) The construction of the improvements on the Benefited Site will be diligently prosecuted by the Owner thereof with due care and in accordance with sound design, engineering and construction practices in a manner which is customary for such improvements and which will not unreasonably interfere with the use of the Burdened Site or the improvements thereon or impose an unreasonable load on such improvements.

(d) The Owner of the Benefited Site will indemnify and hold the Owner of the Burdened Site harmless from all loss, cost and expense arising from the construction use, maintenance, repair, replacement and removal of the improvements on the Benefited Site and the exercise of the rights of the Owner of the Benefited Site hereunder. When the exercise of the rights hereby granted to the Owner of the Benefited Site requires entry upon the Burdened Site or the improvements thereon, the Owner of the Benefited Site will give due regard to the use of the Burdened Site and the improvements thereon in

BOOK 5959 PAGE 2097

the exercise of such rights and will promptly repair, replace or restore any and all improvements on the Burdened Site which are damaged or destroyed in the exercise of such rights.

(e) Absent a definitive agreement to the contrary, subsequent to the completion of the improvements to the Benefited Site, each party shall be responsible to pay and hold the other party harmless from all damage they or their respective agents and invitees cause by construction or use of the adjoining improvements. Any costs for repairs necessitated by normal deterioration or construction of the original improvements which cannot be identified to have been caused by a particular party or their agents or invitees shall be shared by the Owner of the Burdened Site and the Owner of the Benefited Site in accordance with that ratio which the load contributed by the improvements of each Owner bears to the total load on such common components. The cost of maintenance, insurance, property taxes, repair and replacement of any common wall, roof or structural joinder constructed by the owner of the Benefited Site (other than

2007 5959/10: 2098

08/11/87:5

components providing support) will be paid solely by the Owner of the Benefited Site (except that such Owner shall bear the costs of routine maintenance, repair and decoration of its side of any common wall).

(f) The Owner of the Burdened Site agrees on the written request of the Owner of the Benefited Site, to execute and deliver an instrument in recordable form legally sufficient to evidence the grant of the easements herein described, the location thereof and such other conditions affecting the grant of such easements, as might have been approved by such Owners.

2.01.4. Utility Easements. Nonexclusive easements, subject to existing leases and trust deeds, for the installation, use, connection to, operation, maintenance, repair, replacement and removal of: water lines and systems; telephone lines and systems; gas lines and systems; sanitary sewer lines and systems; electrical lines and systems; storm sewers, drainage lines and systems; and other utility lines or systems hereafter developed to serve one or more of the Sites; provided, however, that all pipes, wires, lines, conduits, mains, sewers, systems and related equipment (hereafter called "Utility Facilities") will be installed underground or otherwise enclosed and will be installed, operated and maintained in a manner which will not unreasonably interfere with the use of the Entire Parcel or

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improvements on which such Utility Facilities are located. The Owner of the Benefitted Site will provide the Owner(s) of the Burdened Site with 30 days advance notice in writing if any of the Utility Facilities are to be located initially other than as shown on the Site Plan or previously mutually approved in writing. The Owner of any Burdened Site affected by any of such utility easements will have the right, at any time, and from time to time, to relocate any Utility Facilities then located on the Burdened Site on the conditions that: (i) such right of relocation will be exercisable only after thirty (30) days' prior written notice of the intention to relocate has been given to all Owners using the Utility Facilities to be relocated; (ii) such relocation will not unreasonably interrupt any utility service to the improvements then located on the Benefitted Site(s); (iii) such relocation will not reduce or unreasonably impair the usefulness or function of the Utility Facilities to be relocated; and (iv) all costs of such relocation will be borne by the Owner relocating the Utility Facilities. All utilities used shall be separately metered to the respective Owners and Occupants.

2.01.5. Access Easements. Nonexclusive easements in accordance with the Site Plan between each Site and the public streets and ways abutting or crossing any portion of the Entire Parcel for the purpose of providing ingress, egress and access to the easements hereby created and to the Common Areas.

2.01.6. Parking Easements. Nonexclusive easements in and to the parking lot for access to and to use for vehicular parking purposes. Each owner shall provide on its site at least

BOOK 5959 PGS 2100

08/11/87:5

5.0 parking spaces for each 1,000 square feet of net rentable building floor area in their respective Sites. Net building floor area is gross building area less (i) penthouse and mezzanine areas used for mechanical, electrical, telephone and other operating equipment, (ii) patio or outside sales areas, (iii) loading docks, or (iv) upper levels of multi-deck areas used for office space and storage. The easements for parking spaces and access shall be provided in accordance with the Site Plan.

2.01.7. Lighting Facilities Easement. Nonexclusive easements for access to and use by the Owners and Occupants of either Site to the public light poles located adjacent to the perimeters of either Site for installation, repair, replacement, maintenance and removal of electrical wires, conduit, lighting fixtures and related apparatus to share the use of such poles for lighting the Common Area on either Site.

2.01.8. Fire and Emergency Access. A nonexclusive easement for fire protection and emergency access for pedestrian and vehicular access, ingress and egress over, across, on and through the Common Areas for the benefit of the Shopko Site and the Dee's Site in common with such other parcels to which Shopko or Dee's might grant similar nonexclusive easements consistent with providing the Shopko Site and Dee's Site with such fire and emergency access as is required by law.

2.01.9. Self-Help Easements. Nonexclusive rights of entry and easements over, across and under each Site for all purposes reasonably necessary to enable any other Owner of a Site

BOOK 5959 PAGE 2101

to perform any of the provisions of this Agreement which a defaulting Owner has failed to perform.

2.02. Unimpeded Access. The Owners agree that no barricade or other divider will be constructed between the Sites and the Owners will do nothing to prohibit or discourage the free and uninterrupted flow of vehicular or pedestrian traffic throughout the Site in the areas designated for such purpose by the Owner of each Site; provided that each Owner will have the right to temporarily erect barriers to avoid the possibility of dedicating such areas for public use or creating prescriptive rights therein. Nothing contained herein shall prohibit Shopko from maintaining an outdoor lawn and garden area in the Common Area as designated on the Site Plan.

ARTICLE III

Nature of Easements and Rights Granted

3.01. Each and all of the easements and rights granted or created herein are appurtenances to the affected portions of the Entire Parcel and none of the easements and rights may be transferred, assigned or encumbered except as an appurtenance to such portions. For the purposes of such easements and rights, the parcels which are benefited shall constitute the dominant estate, and the particular areas of the Entire Parcel which respectively are burdened by such easements and rights shall constitute the servient estate.

3.02. Each and all of the easements, covenants, restrictions and provisions contained in this Agreement:

BOOK 5959 PAGE 2102

08/11/87:5

(a) Are made for the direct, mutual and reciprocal benefit of the Occupants and Permittees of the respective Sites;

(b) Create mutual equitable servitudes upon each parcel in favor of the other Sites;

(c) Constitute covenants running with the land; and

(d) Shall bind every person or entity having any fee, leasehold or other interest in any portion of the Entire Parcel at any time or from time to time to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question, or to the extent that such easement, covenant, restriction or provision is to be performed on such portion.

3.03. The acceptance of any transfer or conveyance of title from any party hereto or its respective heirs, representatives, successors or assigns of all or any part of its interest in its Site shall be deemed to:

(a) Require the prospective grantee to agree not to use, occupy or allow any lessee or occupant of such Site to use or occupy the Site in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and

BOOK 5959 PAGE 2103

08/11/87:5

(b) Require the prospective grantee to assume and agree to perform each and all of the obligations of the conveying party under this Agreement with respect to any such Site which will be conveyed to each grantee, in each case by a written instrument executed, acknowledged and recorded in the Office of the Register of Deeds of Salt Lake County, Utah.

Notice of each such conveyance and agreement shall be served by the conveying party upon each party or entity then owning fee title to any part of the Entire Parcel within ten (10) days after such conveyance. The notice shall be accompanied by a copy of the conveyance and agreement. Upon such assumption by the new grantee and the service of proper notice, the conveying party shall thereupon be released from any future obligation under this Agreement with respect to the parcel so conveyed to the prospective grantee in compliance with this document, but shall not be relieved from past obligations. The parties hereto agree to execute and deliver any and all documents or assurances necessary or desirable to evidence such release for the purpose of recording or otherwise. When a grantee is a mortgagee, no personal liability or responsibility shall be deemed to be assumed by such mortgagee until and unless such mortgagee actually takes possession of a Site in connection with a mortgage foreclosure action.

BOOK 5859 PAGES 2104

08/11/87:5

ARTICLE IV

Maintenance of Common Areas

4.01. Each party shall maintain the Common Areas from time to time located on its Site. Such maintenance shall include, but shall not be limited to:

(a) Maintenance, repair and replacement of the surface and subsurface of the Parking Area to maintain it level, smooth and evenly covered with the type of materials originally constructed thereon or such substitutes as will in all respects be equal to such materials in quality, appearance and durability;

(b) Maintenance and care of all grass, shrubs and landscaping, including, but not limited to, the fertilizing, watering, mowing and trimming thereof;

(c) Removal from the Common Areas and Parking Area of papers, debris, ice, snow, refuse and other hazards to persons using the said Areas, and washing or thoroughly sweeping paved areas as required;

(d) Maintenance of such appropriate Parking Area entrance, exit and directional signs, markers and lights as will be reasonably required from time to time; and

BOOK 5959 PAGE 2105

08/11/87:5

(e) Such painting and repainting as may be required to maintain the Parking Area and equipment installed thereon in high quality condition.

4.02. In the event that any party or owner or occupant of any Site shall fail to properly maintain that portion of the Common Area which is from time to time located on its parcel (such party being herein referred to as the "Defaulting Party"), any other party, owner or occupant of any Site (hereinafter referred to as the "Nondefaulting Party") may send written notice of such failure to the Defaulting Party. Such notice shall contain an itemized statement of the specific deficiencies (hereinafter referred to as the "Deficiencies") in the Defaulting Party's performance of the Common Areas maintenance to be performed by it. The Defaulting Party shall have ten (10) days after receipt of the said notice in which to correct the Deficiencies or in which to commence to correct the Deficiencies if the Deficiencies cannot be corrected within the said ten (10) day period, and thereafter, to proceed diligently to complete the correction of the Deficiencies. In the event that the Defaulting Party shall unreasonably fail or refuse to timely correct or to begin to correct the Deficiencies, as the case may be, the Nondefaulting Party may, at its option, correct the Deficiencies. In the event that the Nondefaulting Party shall exercise the said option and shall correct the Deficiencies, the Defaulting Party shall, promptly upon receipt from the Nondefaulting Party of an itemized invoice for the costs incurred by the Nondefaulting

08/11/87:5

BOOK 5959 PAGE 2106

Party in correcting the Deficiencies, pay all costs to the Nondefaulting Party.

4.03. Maintenance of Easement Areas. Except to the extent that such areas might be operated and maintained by public authorities or utilities, the Owner of each Burdened Site will operate and maintain all of the areas of the Burdened Site which are subject to the pedestrian and vehicular easements created by Sections 2.01.1 and 2.01.2 of this Agreement in sound structural and operating condition at the sole expense of the Owner of the Burdened Site; provided, however, that any damage or required maintenance that can be identified as being caused by the owner of the Benefited Site or its agents or invitees shall be repaired or maintained and paid for by the owner of the Benefited Site. The operation and maintenance of the common component and encroachment easements created by Section 2.01.3 of this Agreement and the payment of the expenses associated therewith will be governed by the terms of Section 2.01.3 in the absence of specific agreement between the Owners of the Benefited Site(s) and the Burdened Site(s). The Owner of each Benefited Site pursuant to Section 2.01.4 will install, operate and maintain all Utility Facilities located within the boundaries of each Burdened Site in sound structural and operating condition (except to the extent that such operation and maintenance is performed by public authorities or utilities) and any expenses occasioned thereby will be borne by the Owners of the Benefited Site(s) which are serviced by such Utility Facilities in the ratio which the gross floor area of the improvements located on each Benefited Site

BOOK 5959 PAGE 2107

08/11/87:5

bears to the total gross floor area of the improvements located on all Benefited Sites; provided, however, that each Owner will pay all costs associated with the operation and maintenance of Utility Facilities and the consumption of utility services which relate solely or can be identified or measured to the improvements located on a single Site and no other Owner will have any liability with respect thereto. No costs of operation and maintenance are associated with the easements provided by Section 2.01.5.

The costs of operation and maintenance of the easements provided by Section 2.01.6 and Section 2.01.7 shall be borne by the Owner of the Burdened Site; provided, however, that any damage or required maintenance that can be identified as being caused by the owner of the Benefited Site or its agents or invitees shall be repaired or maintained and paid for by the owner of the Benefited Site.

The cost of operation and maintenance of the easements provided by Section 2.01.8 shall be borne by the owner(s) of the Benefited Site(s).

ARTICLE V

Enforcement - Injunctive Relief

5.01. In the event of any violation by any party hereto or by any Permittee or Occupant of any part of the Entire Parcel of any of the terms, restrictions, covenants and conditions provided herein, any of the parties, or their respective successors or assigns, as the case may be, shall have in addition to the right to collect damages, the right to enjoin

08/11/87:5

BOOK 5959 PAGE 2108

such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, thirty (30) days' written notice of the violation will be given to all other parties to this Agreement and to the persons or entity guilty of such violation or threatened violation.

5.02. A party will not be in default under this Agreement unless such party shall have been served with a written notice specifying the default and shall fail to cure such default within thirty (30) days after receipt of such notice, or shall fail to commence to cure the default within such period of time if the default cannot be cured within the said thirty (30) day period, and thereafter, to proceed diligently to complete the curing of the default.

5.03. It is expressly agreed that no breach of this Agreement shall entitle any party to cancel, rescind or otherwise terminate this Agreement, but this limitation shall not affect, in any manner, any other rights or remedies which the parties may have by reason of any breach of this Agreement.

ARTICLE VI

Restriction on Development

6.01. It is agreed that the Entire Parcel shall be developed and utilized consistently with the Site Plan attached hereto as Exhibit "3", including the areas marked "Future Development". Dee's shall have the right to develop the areas in the entire parcel marked "Future Development". No other buildings will be built other than areas marked "Future Development". Such limitation shall not prevent

08/11/87:5

BOOK 5959 PAGE 2109

or restrict replacement of buildings in case of destruction or damage and the refurbishing of existing buildings and improvements from time to time.

6.02. It is agreed that for so long as the Shopko Site is being used for the operation of a general merchandise discount department store, no portion of the Entire Parcel other than the Shopko Site in excess of 5000 square feet may be leased or used for a general merchandise discount department store as listed in the most current edition from time to time of the Directory of Discount Department Stores published by Business Guides, Inc., Division of Lebhar-Friedman, Inc., or a like successor publication, nor may any portion of the Entire Parcel other than the Shopko Site be leased or used for a dental clinic or optical center. It is agreed that the Shopko Site shall be deemed to being used for the operation of a general merchandise discount department store if it is closed not in excess of one (1) year for repair and restoration, major remodeling or change of ownership. This restriction shall not be deemed to prevent or prohibit any lessee of Dee's under existing leases to operate as now permitted under the existing leases including any sale of health and beauty aid items which are customarily sold from other types of retail stores, nor shall it be deemed to prevent Dee's Site from being leased, occupied or used for the sale of miscellaneous items similar to those which may be sold by Shopko. This restriction may be waived solely by Shopko in writing by an instrument recorded in the Office of the Register of Deeds in which the Cross-Easement Agreement is recorded. The foregoing

08/11/87:5

BOOK 5959 PAGE 2110

restriction shall not affect uses in existence by Smith's Food King Properties, Inc., or any third parties in possession, on the Entire Parcel on the date of the recording of this Cross-Easement Agreement in the office of the Register of Deeds for Salt Lake County, Utah.

6.03. It is agreed that for so long as the Dee's Site is being used for the operation of a grocery store, no portion of the Entire Parcel, other than the Dee's Site, may be leased or used for a grocery store. It is agreed that the Dee's Site shall be deemed to being used for the operation of a grocery store if it is closed not in excess of one (1) year for repair and restoration, major remodeling or change of ownership. This restriction shall not be deemed to prevent or prohibit any sale of food or confectionary items which are customarily sold from other types of retail stores, nor shall it be deemed to prevent the Shopko Site from being leased, occupied or used for the sale of miscellaneous non-grocery items similar to those which may be sold by a grocery store.

6.04. It is agreed that a parking ratio of not less than 5.0 spaces per 1,000 square feet of gross leaseable area (excluding mezzanines used solely for office space or storage) will be maintained on both the Shopko Site and the Dee's Site unless condemnation makes maintenance of this parking ratio of ground level parking impossible with the amount of then-existing development on the Entire Parcel.

6.05. No curbcuts or public highway access points shown on the Site Plan shall be altered, modified, vacated or

BOOK 5959 PAGE 2111

08/11/87:5

discontinued in any manner whatsoever without the written approval of Shopko and Dee's.

ARTICLE VII

Sign Criteria

7.01. Each Party will adhere to the sign criteria established by Dee's and as the parties may agree from time to time in the future as is permitted by law. It is agreed that, if permitted by governmental authorities having jurisdiction, Shopko shall have the right to install and maintain a pylon sign on the Shopko Site and to use its standard sign policy on the Shopko Site.

ARTICLE VIII

Mutual Indemnification

8.01. Each Party, with respect to its portion of the Entire Parcel, shall comply with all applicable laws, rules, regulations and requirements of all public authorities and shall indemnify, defend and hold each other Party harmless from and against any and all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and reasonable attorneys' fees) arising out of or in any way related to the failure by such Party to maintain its portion of the Entire Parcel in a safe and proper condition. Each Party shall give each other Party prompt and timely notice of any claim made or suit or action commenced which, in any way, could result in indemnification hereunder.

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08/11/87:5

ARTICLE IX

Insurance and Subrogation

9.01. Shopko and Dee's shall obtain and maintain all risk insurance covering all of the buildings and improvements now or hereafter located on its Site, in an amount equal to ninety percent (90%) of the full replacement cost thereof. Shopko and Dee's shall also obtain and maintain comprehensive public liability insurance covering injuries to persons and property on, in or about its Site, with a single limit of not less than Five Million Dollars (\$5,000,000.00) with a deductible not in excess of One Hundred Thousand Dollars (\$100,000.00). All such policies of insurance shall be issued by solvent and responsible insurance companies authorized to do business in the State of Utah, and all such policies shall contain a waiver of the right of subrogation against the other party hereunder. In addition, whenever (a) any loss, cost, damage or expense resulting, directly or indirectly, from fire, explosion or any other casualty, accident or occurrence is incurred by any Party, and (b) such Party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then such Party hereby releases each other Party from any liability it may have on account of loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and hereby waives any right of subrogation in excess of a deductible under such insurance not in excess of \$100,000.00 per occurrence which might otherwise exist in or accrue to any person on account thereof.

BOOK 5859 PAGE 2113

08/11/87:5

ARTICLE X

Condemnation

10.01. If all or any part of the Entire Parcel is condemned or taken by any duly constituted authority for a public or quasi-public use, then that portion of the resulting award attributable to the value of any land within the Common Areas so taken shall be payable only to the owner thereof and no claim thereto shall be made by the other owner; provided, however, that all other owners may file collateral claims with the condemning authority, over and above the value of the land within the Common Areas so taken, to the extent of any damage suffered by the Sites of such other owners resulting from the severance of the appurtenant Common Areas so condemned or taken. The owner of the Common Areas so condemned or taken shall promptly repair and restore the remaining portion of the Common Areas owned by such owner as near as practicable to the condition of same immediately prior to such condemnation or taking and without contribution from any other owner. Nothing contained herein shall require any owner to construct other than a ground-level parking lot. If any buildings or other improvements on a Site are condemned or taken, then the resulting award shall first be made available and used for repair and reconstruction of such buildings or other improvements, and the same shall promptly be repaired and reconstructed as near as practicable to the condition of same immediately prior to such condemnation or taking and any amounts of the award not needed for the repair and replacement that can

BOOK 5959 PAGE 2114

08/11/87:5

be reasonably made shall be retained and be the sole property of the owner of the land, building or improvement taken.

ARTICLE XI

Duration and Termination

11.01. The easements, covenants, restrictions and other provisions of this Agreement shall be of perpetual duration.

11.02. This Agreement, or any easement, covenant, restriction or undertaking contained herein, may be terminated, extended or amended as to each of the portions of the Entire Parcel only by the recording of the appropriate document in the Office of the Register of Deeds of Salt Lake County, Utah, which document must be executed by all of the owners and mortgagees, and other holders of recorded interests affected thereby, as of the date of such document, of the Entire Parcel; which document must be executed by all of the owners and mortgagees, and other holders of recorded interests affecting thereby, as of the date of such document, of the Entire Parcel.

ARTICLE XII

Not a Public Dedication

12.01. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication or any portion of the Entire Parcel to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Agreement will be strictly limited to and for the purposes expressed herein.

08/11/87:5

BOOK 5839 PAGE 2115

ARTICLE XIII

Recording

13.01. A fully executed counterpart of this Cross-Easement Agreement shall be recorded in the Office of the Register of Deeds of Salt Lake County, Utah.

ARTICLE XIV

Benefit

14.01. This Agreement is subject to easements, declarations, leases and mortgages of record as of the date of the recording hereof. Nonetheless, it is intended that Smith's Food King Properties, Inc., a Utah corporation, the owner of lands adjacent to the Dee's Site and contiguous to the Entire Parcel shall be a third party beneficiary of this Agreement. but shall not be bound thereby unless it becomes an owner or occupant of all or any portion of the Dee's Site.

14.02. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, executors, representatives, successors and assigns.

ARTICLE XV

Waiver

15.01. No waiver of any breach of any of the easements, covenants and/or agreements herein contained shall be construed as, or constitute a waiver of any other breach or a waiver, acquiescence in or consent to any further or succeeding breach of the same or any other covenant and/or agreement.

BOOK 5959 PAGE 2116

08/11/87:5

ARTICLE XVI

Separability

16.01. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

ARTICLE XVII

Applicable Law

17.01. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

ARTICLE XVIII

Counterparts

18.01. This Agreement shall be executed in several counterparts, each of which shall be deemed an original.

ARTICLE XIX

Notice

19.01. All notices under this Agreement shall be effective if mailed certified mail, return receipt requested, as follows (unless notice of a change of address is given pursuant hereto):

A. If to SHOPKO:

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

and

Shopko Stores, Inc.
P.O. Box 19060

BOOK 5853 PAGE 217

08/11/87:5

Green Bay, Wisconsin 54307-9060
Attn.: Corporate Treasurer

Copy by ordinary mail to:

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

and

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

3. If to DEE'S:

DEE'S, INC.
777 East, 2100 South
Salt Lake City, Utah 84106

Copy by ordinary mail to:

McKay, Burton & Thurman
1200 Kennecott Building
10 East South Temple Street
Salt Lake City, Utah 84133
Attn.: Barrie G. McKay

BOOK 5959 PAGE 2118

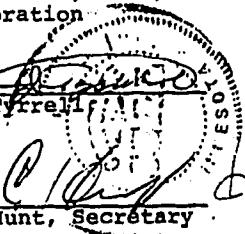
08/11/87:5

IN WITNESS WHEREOF, the parties hereto have executed this Cross-Easement Agreement as of the day and year first above written.

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

By: [Signature]
William J. Tyrrell,
President

By: [Signature]
William C. Hunt, Secretary



DEE'S, INC.

By: [Signature]

Attest: [Signature]

APPROVED:

SMITH'S FOOD KING PROPERTIES, INC.,
a Utah corporation

By: _____

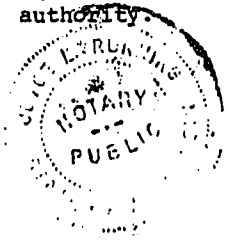
Attest: _____

BOOK 5959 PAGE 2119

08/11/87:5

STATE OF WISCONSIN)
) ss
COUNTY OF BROWN)

Personally came before me this 28 day of August, 1987, William J. Tyrrell, President of Shopko Stores, Inc., d/b/a Uvalko Shopko Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, and to me known to be the person who executed the foregoing instrument, and to me known to be such President of said corporation and acknowledged that he executed the foregoing instrument as such officer as the act of said corporation, by its authority.



Joseph L. Kunning
Notary Public, Wisconsin
My Commission Expires: 12-23-80

STATE OF MINNESOTA)
) ss
COUNTY OF HENNEPIN)

Personally came before me this 2nd day of September, 1987, William C. Hunt, Secretary of Shopko Stores, Inc., d/b/a Uvalko Shopko Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, and to me known to be such person who executed the foregoing instrument, and to me known to be such Secretary of said corporation and acknowledged that he executed the foregoing instrument as such officer as the act of said corporation, by its authority.



Linda M. F. Peterson
Notary Public, Minnesota
My Commission Expires: 2/25/91

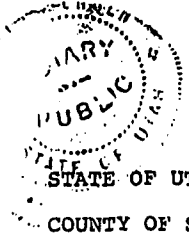
BOOK 5959 PGS: 2120

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

Personally came before me this ^{25th} day of August, 1987,
Walter C. Anderson, President, and Maureen A. Roberts,
Secretary, of DEE'S, INC., to me known to be such persons and
officers who executed the foregoing instrument and acknowledged
that they executed the same as such officers as the deed of such
corporation, by its authority.

[Signature]

Notary Public, Salt Lake County, UT
My Commission expires: April 8, 1989
Residing at: 370 East 500, South
Salt Lake City, Utah 84111



STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

Personally came before me this _____ day of _____, 198__,
_____ and _____,
of SMITH'S FOOD KING PROPERTIES, INC., to me
known to be such persons and officers who executed the foregoing
instrument and acknowledged that they executed the same as such
officers as the deed of such corporation, by its authority.

Notary Public, Salt Lake County, UT
My Commission expires: _____

THIS INSTRUMENT DRAFTED BY:

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

BOOK 5959 PAGE 2121

EXHIBIT "1" TO
CROSS-EASEMENT AGREEMENT
(Site No. 7 - Sandy, Utah)

("Shopko Site")

A part of the Southwest Quarter of Section 3,
Township 3 South, Range 1 East, Salt Lake Base and
Meridian, U. S. Survey:

BEGINNING at a point 920.40 feet North 89°56' East
along the Section Line, and 53.00 feet North 0°04'
West from the Southwest corner of said Section 3;
running thence North 0°04' West 664.24 feet; thence
North 89°56' East 682.85 feet more or less to the
West Line of Sage Crest Subdivision No. 1 and No.
2; thence South 0°21'28" West 534.27 feet along the
West line of Sage Crest Subdivision No. 1 and No.
2; thence South 89°56' West 150.00 feet; thence
South 0°21'28" West 130.00 feet more or less to the
North line of 9400 South Street; thence South
89°56' West 527.93 more or less feet along said
North line to the point of beginning.

BOOK 5889 PAGE 2122

EXHIBIT "2" TO
CROSS-EASEMENT AGREEMENT
(Site No. 7 - Sandy, Utah)
("DEE'S SITE")

A part of the Southwest Quarter of Section 3, Township 3
South, Range 1 East, Salt Lake Base and Meridian, U. S.
Survey:

BEGINNING at a point 920.40 feet North 29° 56' East along the
section line and 53.00 feet North 0° 04' West from the Southwest
corner of said Section 3, being the point of beginning; thence
North 0° 04' West 664.24 feet; thence South 89° 56' West 809.09
feet, more or less, to the Easterly right of way line of 2000
East Street; thence South 0° 21' 28" West 664.26 feet to the
North line of 9400 South Street right of way line; thence North
89° 55' 00" East 814.40 feet, more or less, to the point of
BEGINNING.

* * *

BOOK 59539 PAGE 2123

