

UTAH TITLE CO.
625 CA-100 SO.
S.L.C. UTAH 84102
ATTN: BRUCE WANCEY

1600
David R. Kane
DEVIL DOME

UTAH TITLE & ABST. S
REF
SEP 18 11 20 AM '80
KATIE L. JOHNSON
REGISTRAR
SALT LAKE COUNTY
UTAH

3478754 DEDICATION OF RECIPROCAL EASEMENTS

This Dedication is made this 27th day of August, 1980, by BELL CANYON ENTERPRISES, a Utah limited partnership, BELL CANYON ENTERPRISES PARTNERSHIP, DARLENE H. MICKELSON and BESSIE H. MICKELSON, hereinafter collectively designated as Grantor, in favor of the [present and future] owners, lessees, and tenants of property located within the boundaries of Parcel I and Parcel II as well as their respective invitees, customers, and employees, all of whom shall hereinafter collectively be designated as Grantee.

WHEREAS, Grantor is the owner of certain real property described as Parcels I and II on Exhibit "A" attached hereto and by this reference made a part hereof, and

WHEREAS, Parcel I is the subject of a current commercial development by BELL CANYON ENTERPRISES, which shall be known as the BELL CANYON SHOPPING CENTER, and Parcel II is planned to be developed as part of the BELL CANYON SHOPPING CENTER, and

WHEREAS it is the desire of Grantor in the interest of orderly and beneficial use of the property described in Exhibit "A", Grantee share certain non-exclusive easements for parking rights and rights of ingress and egress with respect to the use of Parcel I and Parcel II.

NOW THEREFORE, for valuable consideration and in order to provide for the most efficient use and development of the real property described in Exhibit "A" attached hereto, notwithstanding the diverse ownership from time to time of the property affected hereby, Grantor does hereby grant, convey, dedicate and establish in favor of Grantee the following non-exclusive rights, all of which shall be subject to the terms and conditions hereinafter set forth.

UT-66897

I. Parking and Common Area Easements

a. Non-exclusive rights of parking and easements for ingress and egress for vehicular and pedestrian traffic appurtenant to Parcel I and for the benefit and joint use by Grantee are hereby established and dedicated over, upon and across the driveways, parking and delivery areas as finally established in the development of Parcel II.

b. Non-exclusive rights of parking and easements for ingress and egress for vehicular and pedestrian traffic appurtenant to Parcel II and for the benefit and joint use by Grantee are hereby dedicated and established over, upon and across the driveway parking and delivery areas now in existence on Parcel I.

c. The preceding non-exclusive easements are created for the following specific purposes, and any purpose not hereinafter specifically set forth but reasonably related to the intent expressed hereby.

1. The ingress and egress of delivery and service vehicles to and from any building and public street over, along and across designated driveways, parking areas and delivery areas in Parcel I and Parcel II for delivery of goods, merchandise and the rendition of services to Grantee.

2. The ingress and egress of Grantee to and from any building and public street over, along and across designated driveways, parking areas and delivery areas in Parcel I and Parcel II for purposes incident to the use of commercial facilities now in existence or hereafter created on Parcels I and II.

3. The temporary parking or standing of delivery or other vehicles of Grantee within delivery areas, driveways or parking areas provided such use does not unduly restrict the flow of traffic within designated areas or inhibit other permitted uses to which Grantees are entitled.

4. The installation, construction, repair or replacement of any landscaping, sprinkling system, asphalt, and cement with the property described in Exhibit "A" or the maintenance of any improvement located thereon.

Blockage of Traffic

Neither Grantor nor Grantee shall place or allow placement of any temporary or permanent barriers which would hinder or restrict pedestrian or vehicular traffic over, along and across the property described herein. Provided however, the restrictions set forth in this paragraph shall not apply to prohibit temporary traffic barriers required during periods of construction or maintenance of improvements on the subject property; provided, further, Grantor hereby reserves the right to erect temporary barriers, as may be necessary from time to time, to prevent a claim of prescriptive use on the part of the general public.

Utility Easements

Grantor hereby expressly reserves the right to install, construct, service, maintain, and replace any utility line or pipe located within the property described in Exhibit "A". Grantor further reserves the right exercisable at such time in the future as is determined by Grantor to connect onto utility lines in existence in Parcel I in order to extend utility services to Parcel II.

In conjunction with the exercise of these rights, Grantor reserves in favor of itself or its authorized agents, the right to conduct excavation, temporary blockage of traffic and other activities reasonably necessary for the extension of utility services to Parcel II provided the areas affected thereby are restored upon completion of construction.

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Common Assessments

All present and future owners of property located within Parcels I and II, as well as their respective lessees and tenants shall be liable for a pro rata share of the costs of maintenance of the common areas subject to this Dedication, said share to be based on the ratio of each owner's total square footage area within the Parcels I and II to the aggregate square footage of all owners' spaces within the same area, provided that DARLENE H. MICKELSON or BESSIE H. MICKELSON shall not be liable for any such costs unless they retain an ownership interest in Parcel II after its development as part of the BELL CANYON SHOPPING CENTER.

Mortgagee Protection

A breach of any of the terms, conditions, covenants or restrictions of this Dedication shall not defeat or render invalid the lien of any first mortgage or first deed of trust made in good faith and for value, but such term, condition, covenant or restriction shall be binding against Grantor or the Grantee whose title to said property or any portion thereof is acquired by foreclosure, trustee's sale or otherwise.

Enforcement

In the event of any violation or threatened violation by the Grantor, Grantee or their lessees, tenants, permittees or occupants of any of the terms, restrictions, covenants and conditions of this Dedication, any of the foregoing shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction provided it has given at least ten (10) days prior written notice of the violation to the person responsible therefor.

Alienation of Subject Property

The real property described herein as Parcel I and Parcel II shall hereafter be occupied, improved, held,

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conveyed, whether by operation of law or otherwise, devised, leased, rented, encumbered and otherwise used subject to the provisions hereof.

Covenants Run With Land

All covenants and provisions hereof shall be deemed to run with the land described herein, and shall bind the respective heirs, successors, assignees, administrators of Grantor and Grantee as well as any other party acquiring an interest in the property described herein or any portion thereof.

Witness the hands of the Grantor this 27th day of August, 1980.

BELL CANYON ENTERPRISES, LTD.
Bell Canyon Enterprises, a Utah
General Partnership, General
Partner

By Gregory P. Nelson
Partner

BELL CANYON ENTERPRISES PARTNERSHIP
WAYNE R. MICKELSON

By Wayne R. Mickelson
Darlene H. Mickelson

DARLENE H. MICKELSON

Darlene H. Mickelson
BESSIE H. MICKELSON

Bessie H. Mickelson

BON-5152 REC 55

The undersigned hereby acknowledge the terms of the foregoing, agree to be bound by the same insofar as they affect the estate held by each of the undersigned, and further agree that the interest of each of the undersigned is subordinate and subject to the provisions hereof.

Jeff Price for Rice Corp.

Greg Smith

Reby R. Griffin

Robert J. Davies Deborah J. Davies

Tammy Bacon

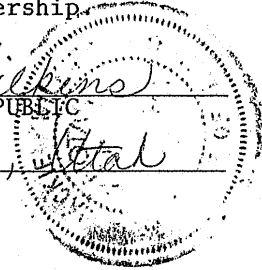
Christy O. Huff

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

On the 27 day of August, 1980, personally appeared before me Cressley P. Nelson, who being by me duly sworn did say that he the said Cressley P. Nelson is a Partner of BELL CANYON ENTERPRISES, a Utah general partnership, General Partner of BELL CANYON ENTERPRISES, LTD., and that the within and foregoing instrument was signed in behalf of said partnership.

Jackie Wilkins
NOTARY PUBLIC
Residing at Sandy, Utah

My Commission Expires:
July 1, 1984



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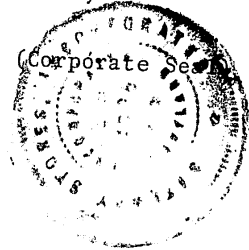
CONSENT AND APPROVAL

SAFeway STORES, INCORPORATED, a Maryland corporation, as lessee under that certain Shopping Center Lease dated February 8, 1979, a Short Form of which dated February 8, 1979, was recorded on June 29, 1979, in Book 4892 at Page 508, Official Records of Salt Lake County, Utah, as modified by First Shopping Center Lease Modification Agreement dated June 4, 1979, and by letter agreement dated March 7, 1980, herein-after referred to as "said lease," does hereby consent to and approve the foregoing Dedication of Reciprocal Easements and agrees to be bound by the provisions thereof to the extent that such provisions do not operate to increase the obligations or to diminish the rights of Safeway Stores, Incorporated, under said lease, provided, however, in the event of any conflict between the provisions of said lease and the provisions of said Dedication, the terms and provisions of said lease shall be deemed to prevail.

SAFeway STORES, INCORPORATED
(a Maryland corporation)

By Gary D. Scott
Its Assistant Vice President

By James B. Bolan, Jr.
Its Assistant Secretary

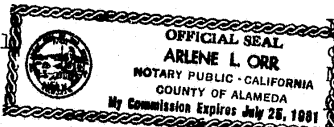


STATE OF CALIFORNIA }
COUNTY OF ALAMEDA } ss.

On the 2nd day of September, A.D. 1980, personally appeared before me, GARY D. SCOTT and JAMES B. BOLEN, JR., who, being by me duly sworn, did say that they are, respectively, the Assistant Vice President and the Assistant Secretary of SAFeway STORES, INCORPORATED, and that the foregoing instrument was signed in behalf of said corporation by authority of resolution of its Board of Directors, and said GARY D. SCOTT and JAMES B. BOLEN, JR. acknowledged to me that said corporation executed the same.

WITNESS my hand and official seal.

(Notarial Seal)



Arlene L. Orr
NOTARY PUBLIC in and for the County
of Alameda, State of California.
My residence is Castro Valley
California

Utah Acknowledgement

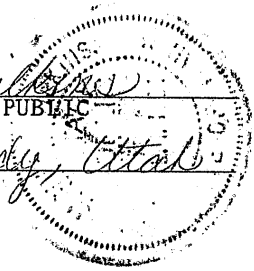
My commission expires: 7/25/81

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

On the 27 day of August, 1980, personally appeared before me Wayne R. Mickelsen, who being by me duly sworn did say that he the said Wayne R. Mickelsen is the General Partner of BELL CANYON ENTERPRISES PARTNERSHIP, and that the within and foregoing instrument was signed in behalf of said partnership.

Jackie Wilkerson
NOTARY PUBLIC
Residing at Sandy, Utah



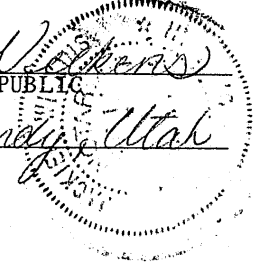
My Commission Expires:

July 1, 1984

STATE OF Utah)
) : ss.
COUNTY OF Salt Lake)

On the 27 day of August, 1980, personally appeared before me DARLENE H. MICKELSON, the signer of the within and foregoing instrument who duly acknowledged to me that she executed the same.

Jackie Wilkerson
NOTARY PUBLIC
Residing at Sandy, Utah



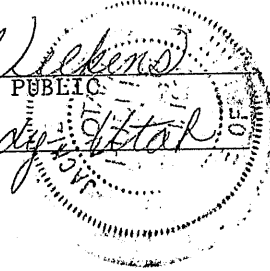
My Commission Expires:

July 1, 1980

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On the 27 day of August, 1980, personally appeared before me BESSIE H. MICKELSON, the signer of the within and foregoing instrument who duly acknowledged to me that she executed the same.

Jackie Wickens
NOTARY PUBLIC
Residing at Sandy, Utah



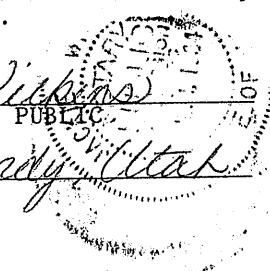
My Commission Expires:

July 1, 1984

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On the 9th day of September, 1980, personally appeared before me Gay R. Rice, the signer of the within and foregoing instrument who duly acknowledged to me that he executed the same.

Jackie Wickens
NOTARY PUBLIC
Residing at Sandy, Utah



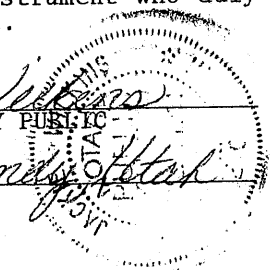
My Commission Expires:

July 1, 1984

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On the 9th day of September, 1980, personally appeared before me Gregg Nausthoene, the signer of the within and foregoing instrument who duly acknowledged to me that he executed the same.

Jackie Wickens
NOTARY PUBLIC
Residing at Sandy, Utah



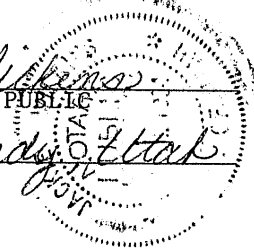
My Commission Expires:

July 1, 1984

STATE OF Utah)
COUNTY OF Salt Lake : ss.

On the 9th day of September, 1980, personally appeared before me Jeery R. Griffin, the signer of the within and foregoing instrument who duly acknowledged to me that he executed the same.

Jackie Williams
NOTARY PUBLIC
Residing at Sandy, Utah



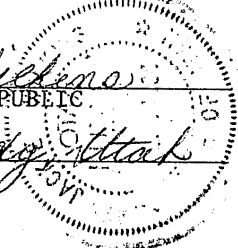
My Commission Expires:

July 1, 1984

STATE OF Utah)
COUNTY OF Salt Lake : ss.

On the 9th day of September, 1980, personally appeared before me Robert Deborah J. Davies, the signer of the within and foregoing instrument who duly acknowledged to me that he executed the same.

Jackie Williams
NOTARY PUBLIC
Residing at Sandy, Utah



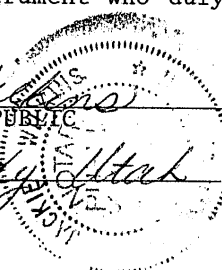
My Commission Expires:

July 1, 1984

STATE OF Utah)
COUNTY OF Salt Lake : ss.

On the 9th day of September, 1980, personally appeared before me Casey Bacon, the signer of the within and foregoing instrument who duly acknowledged to me that he executed the same.

Jackie Williams
NOTARY PUBLIC
Residing at Sandy, Utah



My Commission Expires:

July 1, 1984

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STATE OF Utah)
COUNTY OF Salt Lake) : ss.

On the 9th day of September, 1980, personally
appeared before me Whitney O. Cluff,
the signer of the within and foregoing instrument who duly
acknowledged to me that he executed the same.

Jackie Wickert
NOTARY PUBLIC

Residing at Sandy, Utah



My Commission Expires:

July, 1 1984

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EXHIBIT "A"

Parcel I

A tract of land situate in the Northwest quarter of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said tract are described as follows:

Beginning at a point which is North 39.96 feet and East 53.48 feet from the West quarter corner of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North $0^{\circ}40'55''$ East 690.30 feet; thence East 462.00 feet; thence South 157.00 feet; thence South $51^{\circ}32'54''$ West 36.14 feet; thence South 83.00 feet; thence West 120.00 feet; thence South 428.00 feet; thence North $89^{\circ}57'40''$ West 321.92 feet to the point of beginning.

Parcel II

A tract of land situate in the Northwest quarter of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian. The boundaries of said tract are described as follows:

BEGINNING at a point which is North 32.96 feet and East 50.39 feet from the West quarter corner of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian; and running thence North $0^{\circ}40'55''$ East 697.30 feet; thence East 625.50 feet; thence South 143.64 feet; thence North $83^{\circ}36'44''$ East 80.50 feet; thence South 563.06 feet; thence North $89^{\circ}57'40''$ West 713.779 feet to the point of BEGINNING.

EXCEPTING THEREFROM the following described parcel:

Beginning at a point which is North 39.96 feet and East 53.48 feet from the West quarter corner of Section 16, Township 3 South, Range 1 East, Salt Lake Base and Meridian, and running thence North $0^{\circ}40'55''$ East 690.30 feet; thence East 462.00 feet; thence South 157.00 feet; thence South $51^{\circ}32'54''$ West 36.14 feet; thence South 83.00 feet; thence West 120.00 feet; thence South 428.00 feet; thence North $89^{\circ}57'40''$ West 321.92 feet to the point of beginning.