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DOUG CROFTS, WEBER COUNTY RECORDER

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CROSS-EASEMENT AGREEMENT
(Riverdale, Utah) REC FOR FIRST AMERICAN TITLE

THIS AGREEMENT entered into as of this 1st day of April, 1990, by and among SHOPKO STORES, INC., d/b/a UVALKO SHOPKO STORES, INC., a Minnesota corporation, ("Shopko"), F. C. STANGL III, d/b/a F. C. STANGL CONSTRUCTION COMPANY, a Utah proprietorship, ("Developer"), ALAN CANTER, an individual ("Canter"), and TOYS "R" US, INC., a Delaware corporation, ("Toys").

WHEREAS, Shopko is the owner of a certain parcel of real estate located in Weber County, Utah, described on Exhibit "1" appended hereto (the "Shopko Site"); and

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

WHEREAS, Canter is the owner of a certain parcel of real estate located in Weber County, Utah, described on Exhibit "3" attached hereto (the "Canter Site"); and

WHEREAS, Toys is the owner of a certain parcel of real estate located in Weber County, Utah, described on Exhibit "4" attached hereto (the "Toys Site"); and

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

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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 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 Ten Dollars (\$10.00) the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt, value and sufficiency of which are 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 from time to time devoted primarily to parking, approaches, exits, entrances, sidewalks, exterior landscaping, incidental and interior roadways, service roads and other similar areas and the common lighting and drainage facilities. The Common Areas may be altered from time to time by the Owner of the Site on which

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such Common Areas are located, provided that any such alteration is consistent with this Agreement and the Site Plan.

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 Plan. The term "Site Plan" shall mean and refer to the site plan of the Entire Parcel attached hereto as Exhibit "5".

1.05. Benefitted Site. The term "Benefitted Site" shall mean and refer to those portions of the Entire Parcel which are benefitted by the easements and rights hereinafter set forth and constitute the dominant estate.

1.06. Burdened Site. The term "Burdened Site" shall mean and refer to those portions of the Entire Parcel which are burdened by the easements and rights hereinafter set forth and constitute the servient estate.

ARTICLE II

Easements

2.01. Grant of Easements. Shopko, the Developer, Canter and Toys hereby each grant to the other and to each individual, partnership, 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

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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 (i) each other Site which is contiguous thereto; (ii) over, upon, across and through the Common Areas; and (iii) 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 vehicular accessways as such portions may be relocated from time to time by such Owner in conformity with the Site Plan.

2.01.3. Common Component Easements. Nonexclusive easements for the encroachment of common components of improvements and the maintenance, repair and replacement of the

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same on each Site; limited, however, to incidental encroachments arising out of, or necessitated by normal construction deviations and encroachments, provided, however, that no encroachment shall interfere in any material manner with the actual or intended use of any Site. Any Owner of a Benefitted 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 Benefitted Site will submit plans and specifications showing the improvements proposed to be constructed on the Benefitted Site to the Owner of 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 approval requested shall not be unreasonably delayed, denied or withheld.

(c) The construction of the improvements on the Benefitted 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

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of the Burdened Site or the improvements thereon or impose an unreasonable load on such improvements.

(d) The Owner of the Benefitted 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 Benefitted Site and the exercise of the rights of the Owner of the Benefitted Site hereunder. When the exercise of the rights hereby granted to the Owner of the Benefitted Site requires entry upon the Burdened Site or the improvements thereon, the Owner of the Benefitted Site will give due regard to the use of the Burdened Site and the improvements thereon in 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 Benefitted Site, the Owner of the Burdened Site and the Owner of the Benefitted Site will share proportionately the cost of maintenance, repair and replacement of any common component constructed by either of them which provides vertical or lateral support to contiguous improvements, in accordance with that ratio which the load contributed

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by the improvements of each Owner bears to the total load on such common components (or as otherwise agreed by such Owners); the cost of maintenance, insurance, property taxes, repair and replacement of any common wall, roof or structural joinder constructed by the owner of the Benefitted Site (other than components providing support) will be paid solely by the Owner of the Benefitted Site (except that each 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 Benefitted Site, to execute and deliver an instrument in recordable form legally sufficient to evidence further 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 for the installation, use, testing, 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

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(hereafter called "Utility Facilities") will be installed underground to the extent practicable 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 improvements on which such Utility Facilities are located. It is understood and agreed that items such as manhole covers, hydrants, standpipes, meters, control valves, transformers and other similar items customarily required to be located above ground will not be required to be installed underground. The initial location of Utility Facilities shall be subject to the reasonable approval of the Owner of the Burdened Site, which approval shall not be unreasonably delayed, conditioned or denied. 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.

2.01.5. Access Easements. Nonexclusive easements in

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accordance with the access points and driving lanes shown on 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. Construction Easements. Nonexclusive easements for the purpose of constructing the improvements on the Entire Parcel, including grading, balancing and compaction of soils and other sitework materials, reconstruction, storage of supplies and materials, installation, replacement, modification, care and maintenance, provided such use of a Burdened Site is reasonably necessary, will be diligently prosecuted in accordance with sound construction practices and will not unreasonably interfere with the use of the Burdened Site or the improvements thereon. Notwithstanding the foregoing, the Canter Site shall neither be benefitted nor burdened by this construction easement. The other Owners agree that vehicular access, parking and utilities shall be maintained during the course of any construction activities on the other Sites.

2.01.7. Parking Easements. Nonexclusive easements in and to the parking lot for access to and use for vehicular parking purposes. Such parking easements shall consist of at least 518 parking spaces on the Shopko Site and 5.5 parking spaces for each 1,000 square feet of Net Building Floor Area in the Developer's Site, the Canter Site and the Toys Site. "Net Building Floor Area" is gross building area less (i) penthouse and mezzanine areas used for mechanical, electrical, telephone

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and other operating equipment, (ii) lawn and garden or outside sales areas, (iii) loading docks, or (iv) upper levels of multi-deck areas used exclusively for office space and storage. The easements for parking spaces and access shall be provided in accordance with the Site Plan.

2.01.8. Lighting Facilities Easement. Nonexclusive easements for access to and use by the Owners and Occupants of any Site to the public light poles located adjacent to the perimeters of any 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 any Site.

2.01.9. 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 of the Entire Parcel.

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

2.01.11. Sign Easements. Non-exclusive easements under, through and across the Common Area of each Site for the installation, operation, maintenance, repair and replacement of such free-standing pylon sign(s) as are shown on the Site Plan attached hereto or as may be erected by agreement of the Owners, including all appurtenant utility lines and facilities. Except

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where otherwise specifically stated herein to the contrary, the Owner of the Benefitted Site shall bear all costs related to the installation, maintenance, repair and replacement of its pylon sign and appurtenant facilities and shall repair to the original specifications any damage to the Common Area resulting from such use.

2.01.12. Surface Water Drainage. Non-exclusive easements for the flow of a reasonable volume of surface water to the nearest drainage catch basins or waterways; provided, however, that (a) the easement for surface water drainage shall be consistent with an overall surface water drainage plan for the Entire Parcel; and (b) following the construction of Common Areas and buildings on a Benefitted Site no Owner of the Benefitted Site shall alter the flow of surface water onto a Burdened Site in a manner that would materially increase the volume, or materially decrease the purity or quality, of surface water flowing onto the Burdened Site.

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

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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. Easements Appurtenant. 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 particular areas of the Entire Parcel which are benefitted by such easements shall constitute the dominant estate, and the particular areas of the Entire Parcel which are burdened by such easements and rights shall constitute the servient estate.

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

(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

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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. Transfer of Title. 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

(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 County Recorder of Weber 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

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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. The failure to comply with the foregoing provisions of this Section 3.03 shall not affect the liability hereunder of the grantee, as between the grantor and the grantee. As between the grantor and the grantee, the grantee shall be personally liable for performance under this Agreement on and after the date such conveyance is recorded in the Office of the Weber County Recorder, subject to the foregoing provisions relating to mortgagees.

ARTICLE IV

Maintenance of Common Areas

4.01. Common Area Maintenance. Each Owner 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 parking lot and driveways situated on the Common Area to maintain it level, smooth and evenly covered with the type of materials

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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 and maintaining, repairing and replacing (when necessary) automatic sprinkler systems and water lines;

(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

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

4.02. Failure to Properly Maintain. In the event that any party shall fail to properly maintain that portion of the Common Area which is from time to time located on its Site (such party being herein referred to as the "Defaulting Party"), any other party (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

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as the "Deficiencies") in the Defaulting Party's performance of the Common Areas maintenance to be performed by it. The Defaulting Party shall have thirty (30) 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 thirty (30) 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, upon written notice to the Defaulting Party, 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 Party in correcting the Deficiencies, pay all reasonable 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. The operation and maintenance of the common component and encroachment easements created by

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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 Benefitted Site(s) and the Burdened Site(s). The Owner of each Burdened Site pursuant to Section 2.01.4 will operate and maintain all Utility Facilities located within the boundaries of such 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 Benefitted Site(s) which are serviced by such Utility Facilities in the ratio which the Net Building Floor Area of the improvements located on each Benefitted Site bears to the total Net Building Floor Area of the improvements located on all Benefitted 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 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 shall be borne by the Owner of the Benefitted Site(s).

The costs of operation and maintenance of the easements provided by Section 2.01.7 shall be borne by the Owner of the Burdened Site(s) (the Parking Site).

The cost of operation and maintenance of the easements

provided by Section 2.01.8 shall be borne by the Owners of the Benefitted Site(s).

No costs of operation and maintenance are associated with the easements provided by Section 2.01.9. The cost of the exercise of the easements provided by Section 2.01.10 shall be borne by the Owner(s) of the Benefitted Site(s) as set forth in Section 4.02 unless a default of the owner of the Burdened Site(s) caused the use of the easement.

The cost of operation and maintenance of the easements provided by Sections 2.01.11 and 2.01.12 shall be borne by the owner(s) of the Benefitted Site(s).

It is further agreed that if any Common Areas located on the Canter Site require modification necessitated by the initial construction and development on the Shopko Site and the Developer's Site, that the cost thereof will be borne solely by Shopko and the Developer. Shopko and Developer shall also have the right (but not the obligation) to move the existing Silo sign located on the Canter Site at the sole cost and expense of Shopko and the Developer, provided that such sign shall still be relocated on the Canter Site no further from the public right-of-way to which it is now adjacent.

4.04. Taxes. The Owners of each Site shall pay or cause to be paid all real estate taxes and special assessments which are levied against that portion of the Common Area on its Site prior to delinquency of such taxes or special assessments.

4.05. Lighting. Each Owner shall construct, or cause to be constructed, lighting facilities and fixtures for the

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Common Area in accordance with the lighting plan attached hereto as Exhibit "6" (the "Lighting Plan"). Each Occupant shall keep the Common Areas of the respective Sites lighted as required and open to the public seven (7) days a week during at least the hours of from 9 o'clock a.m. to 10 o'clock p.m. from January 1 until Thanksgiving Day of each year, and from 8 o'clock a.m. to 11:59 p.m. from Thanksgiving Day through December 24 of each year, and from 9 o'clock a.m. to 10 o'clock p.m. from December 26 through December 31 of each year. Each Occupant may light the Common Areas for longer hours than those set forth above at their sole discretion. Each Occupant agrees to light its portion of the Common Area for longer hours upon request of any other Occupant, provided the Occupant making the request for extending lighting hours pays all cost and expense involved therewith.

ARTICLE V

Enforcement - Injunctive Relief

5.01. Remedies. 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 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. Notice. 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. Breach Does Not Affect Agreement. 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. Site Plan. It is agreed that the Entire Parcel shall be developed and utilized consistently with the Site Plan attached hereto as Exhibit "5". No Owner or Occupant shall construct or permit to be constructed within the Entire Parcel any buildings or structures of any kind, except in the areas designated therefor on the Site Plan inclusive of temporary structures being permitted within the outdoor lawn and garden area. Notwithstanding the foregoing, there may be maintained on the Canter Site a single story building containing not more than 13,500 square feet of gross leaseable area.

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6.02. Shopko Use Restriction. 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 and the Canter Site, may be 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), pharmacy, drugstore, dental clinic or optical center. This restriction shall not be deemed to prevent or prohibit 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 Developer's Site or Toys Site from being leased, occupied or used for the sale of items similar to those which may be sold by Shopko. This restriction shall not be applicable to the sale of prescription drugs in a grocery store which operates a pharmacy as part of its customary and usual business operations. This restriction may be waived solely by Shopko in writing by an instrument recorded in the Office of the County Recorder for Weber County, Utah.

6.03. Toys Use Restrictions. It is agreed that for so long as the Toys Site is being used for the operation of a general toy store, no portion of the Entire Parcel, other than the Toys Site, the Canter Site and the Shopko Site, may be used exclusively as a general toy store. It is further agreed that for so long as the Toys Site is being used for the operation of a children's clothing store, no portion of the Entire Parcel,

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other than the Toys Site, the Canter Site and the Shopko Site, may be used exclusively as a children's clothing store. The foregoing restrictions shall not prohibit the incidental sale of items carried in such stores in connection with the overall business of another Owner or Occupant to the Entire Parcel.

6.04. General Restrictions. It is agreed that no portion of the Entire Parcel shall be used or occupied as an automobile repair (body) shop, billiard parlor, massage parlor, dancehall, skating rink, car wash, off-track betting or other gambling establishment (except for state-approved lottery ticket sales or other state-approved gambling methods), "flea market", mortuary or crematorium or for industrial or residential purposes (other than as an office for industrial or residential leasing or sales). Notwithstanding the foregoing, it is agreed that the Outlot on Developer's Site as shown on the Site Plan may be used or occupied for an automobile repair shop (but not a body shop) and a car wash, if such car wash is used in conjunction with any other type of compatible business.

6.05. Pornographic Use Restrictions. It is agreed that no portion of the Entire Parcel shall be used or occupied as an adult book store or a store selling or exhibiting pornographic materials. As used herein, "an adult book store or store selling or exhibiting pornographic materials" shall include, without limitation, a store displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature which are not primarily scientific or educational, or a

store offering for exhibition, sale or rental video cassettes or other medium capable of projecting, transmitting or reproducing, independently or in conjunction with other device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally "X" or unrated by the Motion Picture Rating Association, or any successor thereto.

6.06. Parking Requirements. It is agreed that there shall be maintained on the Shopko Site at least 518 parking spaces (inclusive of parking spaces, if any, within the seasonal lawn and garden area) unless condemnation makes maintenance of this number of parking spaces impossible at ground level with the amount of then-existing development on the Shopko Site. It is agreed that a parking ratio of not less than 5.5 spaces per 1,000 square feet of Net Building Floor Area (or such greater number as may be required by applicable law) will be maintained on the Developer's Site, the Canter Site and the Toys Site unless condemnation makes maintenance of this parking ratio of ground level parking impossible with the amount of then-existing development on the Developer's Site, the Canter Site and the Toys Site.

6.07. Outlot Restrictions. It is agreed that the outlot shown on the Site Plan, Exhibit "5" shall be restricted in accordance with the following limitations:

<u>Outlot</u>	<u>Building Height Restriction</u>	<u>Building Ground Cover Restriction</u>
1	20 feet	9,000 sq. ft.

6.08. Access Modification. No curbcuts or public highway access points shown on the Site Plan shall be altered,

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modified, vacated or discontinued in any manner whatsoever without the written approval of Shopko, the Developer, Canter and Toys.

6.09. Fire Rating Integrity. The building to be constructed on the Shopko Site shown on the Site Plan will be Type III-N Construction as defined in the Uniform Building Code of the State of Utah. The building to be constructed on the Toys Site shown on the Site Plan will be Type II-N Construction as defined in the Uniform Building Code of the State of Utah. The Owners of all adjacent Sites agree that they will not construct, nor cause nor permit to be constructed on their Site any building, improvement or structure which will impair in any manner the sprinklered fire insurance rating of the building to be constructed on the Shopko Site or the Toys Site and that any building, improvement or structure constructed on an adjacent Site will be constructed and maintained in such manner as to not require any structural or non-structural modifications to the building on the Shopko Site from Type III-N Construction requirements or to the building on the Toys Site from Type II-N Construction requirements. Nothing contained herein shall require the modification of any building situated on the Canter Site as of the date of recording of this Agreement in the Office of the County Recorder of Weber County, Utah.

6.10. Extension of Easements. It is agreed that the easements set forth in this Agreement shall not be extended beyond the boundaries of the Shopko Site, the Developer's Site, the Canter Site and the Toys Site unless the parcel(s) to be

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benefitted by the extension of the easements shall likewise be subjected to the burdens and restrictions of this Agreement. Any such extension shall be made only by written amendment to this Agreement executed by the owners of the Shopko Site, the Developer Site, the Canter Site and the Toys Site which revises the legal description(s) of the Shopko Site, the Developer's Site, the Canter Site or the Toys Site, as the case may be, and the Site Plan as applicable to the expanded area. Shopko, the Developer, Canter and Toys agree to include any adjacent parcels of real estate to their respective Sites which they now or hereafter own or control directly or indirectly as part of this Agreement. It is agreed that the parcel of real estate described on Exhibit "6" attached hereto shall be included in the Toys' Site upon acquisition thereof by Toys.

6.11. Construction Restriction. After initial completion of the improvements to the Common Areas and the Utility Facilities, no construction or repair, replacement or relocation of Common Areas or Utility Facilities (except in the event of an emergency) shall be performed during the period from October 1 through December 31, without the prior written consent of each Occupant of the Entire Parcel.

6.12. Common Area Use Restriction. The Common Areas shall be used only for their intended purposes. No Owner or Occupant shall use or permit the use of the Common Area of its Site for the promotion, display or sale of merchandise or promotional activities without the prior written consent of the other Owners. It is expressly understood and agreed that Shopko

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may conduct such activities in the lawn and garden area and the outside sales area on the Shopko Site as designated on the Site Plan. It is further expressly understood and agreed that Toys may use the Common Areas on the Toys Site for promotional activities, including erection of temporary structures, as part of "Grand Opening" activities of the business to be conducted on the Toys Site.

ARTICLE VII

Mutual Indemnification

7.01. Indemnification. 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.

ARTICLE VIII

Insurance and Subrogation

8.01. Casualty Liability Insurance. Each Owner shall obtain and maintain all risk insurance covering all of the buildings and improvements now or hereafter located on its

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Site, in an amount equal to ninety percent (90%) of the full replacement cost thereof. Each Owner except Canter 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 Two Million Dollars (\$2,000,000.00) with a deductible not in excess of One Hundred Thousand Dollars (\$100,000.00). Canter 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 One Million Dollars (\$1,000,000.00) with a deductible not in excess of Fifty Thousand Dollars (\$50,000.00). 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. 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 required to be 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. Each Owner shall furnish the other Owners upon request certificates of insurance evidencing the coverages required herein. Notwithstanding the foregoing, it is agreed that any owner having a tangible net worth in excess of Fifty Million Dollars (\$50,000,000.00) may self-insure the liability coverage

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required upon providing satisfactory evidence of its net worth to the owners of the other Sites from time to time upon request. If any Party sustains an insured casualty loss to a building on its Site, that Party may elect either to repair and restore its building on the Site or raze the remaining portion of the building, remove the debris, and cover the area from which the building was removed with landscaping, asphalt or some other dustcap material.

ARTICLE IX

Condemnation

9.01. Condemnation Awards. 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

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

ARTICLE X

Duration and Termination

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

10.02. Amendment. 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 County Recorder of Weber 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.

ARTICLE XI

Not a Public Dedication

11.01. 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.

ARTICLE XII

Recording

12.01. A fully executed counterpart of this Cross-Easement Agreement shall be recorded in the Office of the County Recorder of Weber County, Utah.

ARTICLE XIII

Benefit

13.01. 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 XIV

Waiver

14.01. 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.

ARTICLE XV

Severability

15.01. 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

E# 1107699 BK1579 P62328

affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

ARTICLE XVI

Applicable Law

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

ARTICLE XVII

Counterparts

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

ARTICLE XVIII

Notice

18.01. 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.
700 Pilgrim Way
P.O. Box 19060
Green Bay, Wisconsin 54307-9060
Attn.: Director of Real Estate

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

B. If to DEVELOPER:

E# 1107699 BK1579 PG2329

F. C. Stangl
4455 South 700 East - Suite 300
Salt Lake City, Utah 84107

Copy by ordinary mail to:

Kimball, Parr, Crockett & Waddoups
185 South State Street - Suite 1300
P.O. Box 11019
Salt Lake City, Utah 84147
Attn: Victor A. Taylor

C. If to CANTER:

Alan Canter
~~5535 Serrano Avenue, #219~~
Woodland Hills, California 91367

22044 CLARENDOIN ST. #209

Copy by ordinary mail to:

Karno, Schwartz & Friedman
16255 Ventura Boulevard - Suite 1200
Encino, California 91436
Attn: Kenneth Friedman

D. If to TOYS:

Toys "R" Us, Inc.
461 From Road
Paramus, New Jersey 07652
Attn: President

Copy by ordinary mail to:

Toys "R" Us, Inc.
461 From Road
Paramus, New Jersey 07652
Attn: Vice President-Real Estate Counsel

ARTICLE XIX

Supersession

19.01. This Cross Easement Agreement supersedes and replaces a prior Cross Easement Agreement executed by Shopko, Developer and Canter.

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

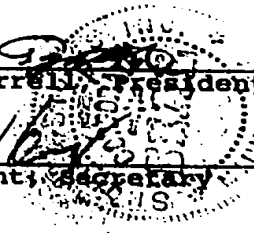
AL

E# 1107699 BK1579 PG2330

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

By: 
William J. Tyrrell, President

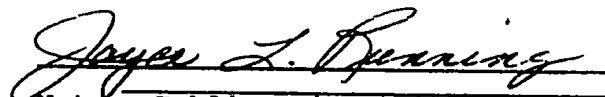
By:  WS
William C. Hunt, Secretary



STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

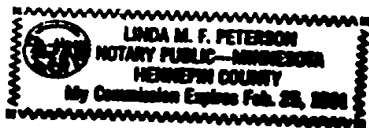
Personally came before me this 13th day of March, 1990, William J. Tyrrell, President of Shopko Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, and to me known to be the person who executed the foregoing instrument, and to me known to 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.




Notary Public, Wisconsin
My Commission expires 12-23-90

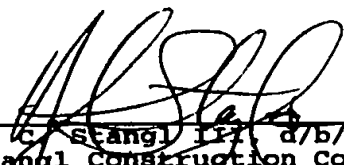
STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Personally came before me this 14th day of March, 1990, William C. Hunt, Secretary of 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.




Notary Public, Minnesota
My Commission expires: 2/25/91

EA 1107699 BK1579 PG2331

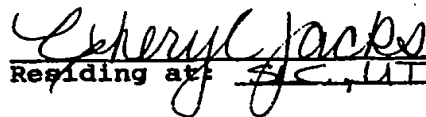
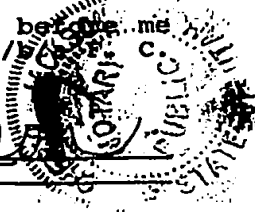

F. C. Stangl III, d/b/a F. C.
Stangl Construction Company,
a Utah proprietorship

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

The foregoing instrument was acknowledged before me
this 12~~th~~ day of APRIL 1990, by F. C. Stangl III, d/b/a
Stangl Construction Company, a Utah proprietorship.

(Seal)

My Commission expires:
10/1/91


Residing at: FC, UT




E# 1107699 BK1579 PG2332

Alan Canter
Alan Canter

STATE OF CALIFORNIA)
COUNTY OF *Los Angeles*) ss.

Personally came before me this 30th day of April, 1990, the above named Alan Canter to me known to be such person who executed the foregoing instrument and acknowledged that he executed the same on his behalf.



OFFICIAL SEAL
IRWIN FOSTER
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires DEC 20, 1991

Notary Public *Irwin Foster*
My Commission expires: 12/20/1991

pc

E# 1107699 BK1579 PG2333

TOYS "R" US, INC., a
Delaware corporation

BY: [Signature]
Michael Paul Miller
Senior Vice President -
Real Estate

BY: [Signature]
Michael L. Tumolo
Assistant Secretary

STATE OF NEW JERSEY)
) ss:
COUNTY OF BERGEN)

Personally came before me this 24th day of April, 1990, Michael Paul Miller, Senior Vice President - Real Estate, and Michael L. Tumolo, Assistant Secretary, of TOYS "R" US, INC., a corporation duly organized and existing under and by virtue of the laws of the State of Delaware, and to me known to be such persons who executed the foregoing instrument, and to me known to be such officers of said corporation and acknowledged that they executed the foregoing instrument as such officers as the act of said corporation, by its authority.

[Signature]
Notary Public, New Jersey
JOHANNA GRANIERO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 18, 1991

THIS INSTRUMENT DRAFTED BY:

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

[Handwritten initials]

E# 1107699 BK1579 PG2334

EXHIBIT -1-

A portion of the Northwest Quarter of Section 8 and the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian:

PR BEGINNING at the Northeast corner of the Northwest Quarter of said Section 8, and running thence South 00 degrees 28' West 104.97 feet to a point on a 175 foot radius curve to the right (center bears North 84 degrees 33'00" West and has a central angle of 28 degrees 48'00") thence along the arc of said curve 87.96 feet; thence South 34 degrees 15'00" West 425.03 feet to the true point of beginning of this parcel and running thence South 34 degrees 15'00" West 609.38 feet; thence North 52 degrees 46'00" West 164.96 feet; thence South 37 degrees 43'00" West 197.48 feet to a point on the Northerly line of Washington Terrace Road as described in book 160 page 517 of the official records of Weber County; said point also being a point on a 345 foot curve to the left (center bears South 50 degrees 38'20" West and has a central angle of 10 degrees 14'50"); thence Northwesterly along the arc of said curve and said road 61.70 feet; thence North 37 degrees 42'00" East 110.98 feet; thence North 48 degrees 41'00" West 80.86 feet; thence North 39 degrees 55'00" East 272.21 feet; thence North 51 degrees 27'52" West 14.76 feet to a fence corner; thence along said fence North 51 degrees 27'52" West 367.09 feet; thence North 38 degrees 02'43" East 19.05 feet; thence North 51 degrees 59'43" West 198.76 feet to the Easterly line of Rivardale Road; thence North 38 degrees 21'00" East 402.99 feet along said Easterly line; thence South 51 degrees 48'01" East 493.55 feet; thence South 38 degrees 21'00" West 10.72 feet; thence South 51 degrees 48'01" East along a building line 342.00 feet to the place of BEGINNING.

06-029-~~XXXX~~
0027X

APC

EX 1107699 BK1579 PG2335

EXHIBIT 2

06-029-0021 ✓

RETAIL PARCEL

A part of the Southwest Quarter of Section 5 and a part of the Northwest Quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Base and Meridian, Beginning 135.30 feet North 89°33'01" West and 496.49 feet South 40°26'59" West and 253.12 feet North 51°48'01" West from the Northeast Corner of the Northwest Corner of said Section 8; and running thence North 38°21'00" East 110.90 feet; thence North 51°48'01" West 335.00 feet to the east line of Riverdale Road; thence North 38°21'00" East along said east line 80.00 feet; thence South 51°39'00" East 450.94 feet; thence South 38°21'00" West 71.04 feet; thence South 51°39'00" East 375.41 feet; thence South 34°15'00" West 128.72 feet; thence North 51°48'01" West along a building line 342.00 feet; thence North 38°21'00" East 10.72 feet; thence North 51°48'01" West 158.55 feet to the point of beginning. Contains 2.23 acres, more or less.

OUTLOT

Part of the Northwest Quarter of Section 8, Township 5 North, Range 1 West of the Salt Lake Meridian, U.S. Survey:

BEGINNING at a point that is South 306.98 feet, and West 1052.01 feet and North 51°59'43" West 3.48 feet from the Northeast corner of said Quarter Section; said point also being on a chain link fence line, and running thence South 38°02'43" West 72.25 feet along said fence line; thence North 51°59'43" West 199.51 feet to the Easterly line of Riverdale Road; thence North 38°21'00" East 140.00 feet along said Easterly line; thence South 51°59'43" East 198.76 feet; thence South 38°02'43" West 19.05 feet to a fence corner; thence continuing along said fence South 38°02'43" West 48.70 feet to the point of beginning. Contains 27,878.4 square feet or .640 acres.

~~06-029-0028~~ ✓

[Handwritten mark]

EX 1107699 BK1579 PG2336

EXHIBIT -3-

STATE OF UTAH
COUNTY OF

THIS EXHIBIT

A PART OF THE SOUTHWEST QUARTER OF SECTION 5 AND A PART OF THE
NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 5 NORTH, RANGE 1 WEST,
SALT LAKE BASE AND MERIDIAN, U.S. DOUBLE MERIDIAN BEGINNING 135.30 FEET
NORTH 89°33'01" WEST 496.89 FEET SOUTH 40°26'59" WEST AND 253.12
FEET NORTH 51°48'01" WEST FROM THE NORTHEAST CORNER OF THE
NORTHWEST QUARTER OF SAID SECTION 8; AND RUNNING THENCE NORTH
51°48'01" WEST 335.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF
RIVERDALE ROAD; THENCE NORTH 38°21' EAST 110.90 FEET ALONG SAID
RIGHT OF WAY LINE TO THE SOUTHERLY LINE OF THE PROPERTY DECREED
TO DEE R. VENABLE AND BETTY JEAN SAWYER BY INSTRUMENT RECORDED
FEBRUARY 19, 1975, IN BOOK 1077, AT PAGE 804 OF RECORDS; THENCE
SOUTH 51°48'01" EAST 335.00 FEET; THENCE SOUTH 38°21' WEST 110.90
FEET TO THE POINT OF BEGINNING.
SUBJECT TO A RIGHT OF WAY AND EASEMENT OVER THE SOUTH 20 FEET
RECORDED IN BOOK 1462, AT PAGE 1803 OF RECORDS, AND IN BOOK 1467,
AT PAGE 62 OF RECORDS.

05-141-0028 +

EX 1107699 BK1579 PG2337

EXHIBIT 4

Toys Parcel

BEGINNING at the Northeast Corner of the Northwest Quarter of Section 8, Township 5 North, Range 1 West, Salt Lake Base and Meridian, said point also being the South Quarter Corner of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian; thence South $00^{\circ}28'00''$ West 104.97 feet to a point on a 175.00 foot radius curve to the right (bearing to the center of curve bears North $84^{\circ}32'59''$ West and has a central angle of $28^{\circ}48'00''$); thence 87.96 feet along the arc of said curve; thence South $34^{\circ}15'00''$ West 296.32 feet; thence North $51^{\circ}39'00''$ West 375.41 feet; thence North $38^{\circ}21'00''$ East 71.03 feet; thence North $51^{\circ}39'00''$ West 450.94 feet to the east line of Riverdale Road; thence North $38^{\circ}21'00''$ East 187.86 feet along said east line to the westernmost corner of the YU Parcel, and the following 4 calls being along said YU Parcel:

1. thence South $49^{\circ}03'42''$ East 88.96 feet;
2. thence South $37^{\circ}45'00''$ West 36.22 feet;
3. thence South $57^{\circ}37'00''$ East 153.70 feet;
4. thence North $38^{\circ}12'00''$ East 103.34 feet;

thence South $57^{\circ}45'00''$ East 367.20 feet; thence East along a section line 135.30 feet to the point of beginning. Contains an area of 240,235 square feet or 5.51 acres. Basis of bearing has a bearing of North $38^{\circ}21'00''$ East.

05-141-00224

~~05-141-00224~~
00274

PT

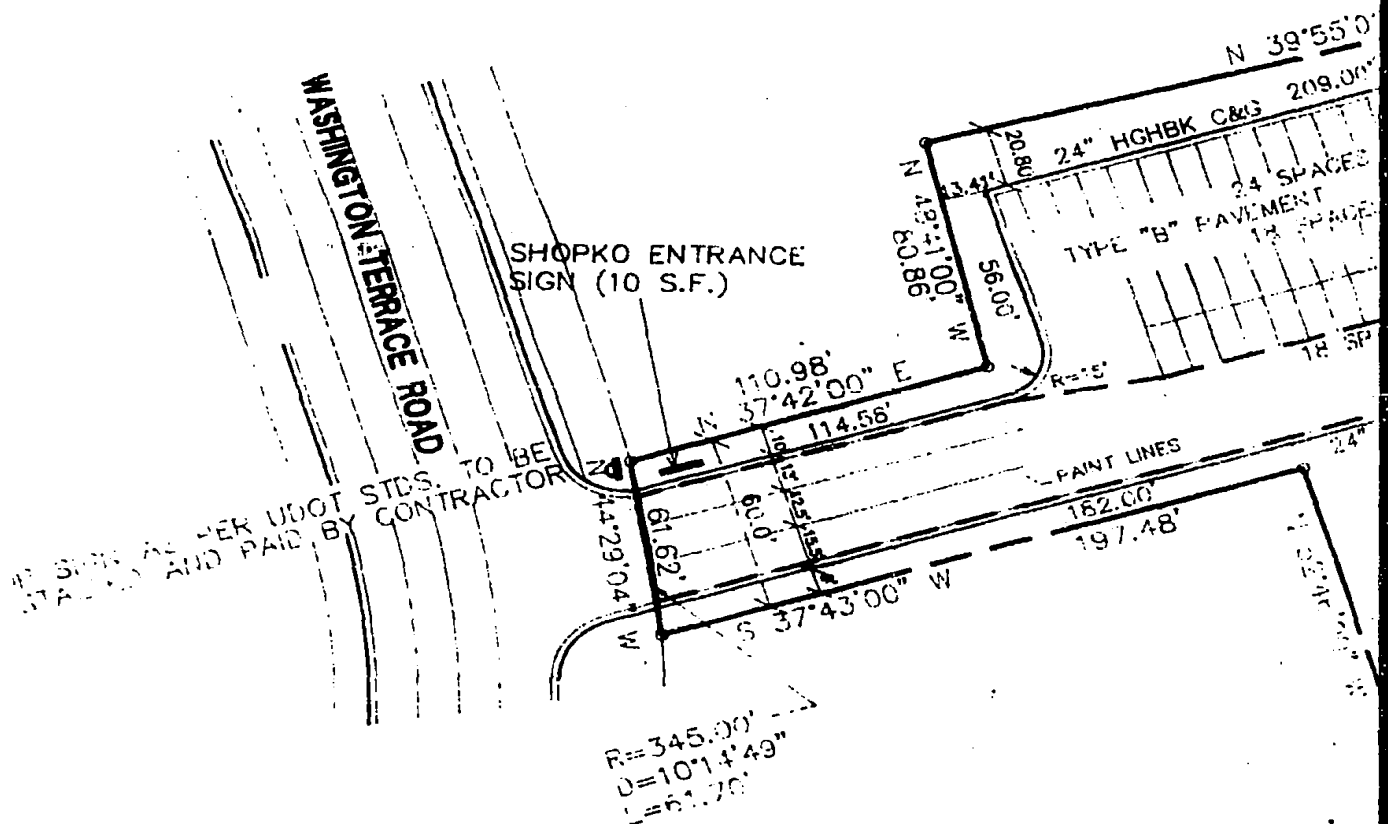
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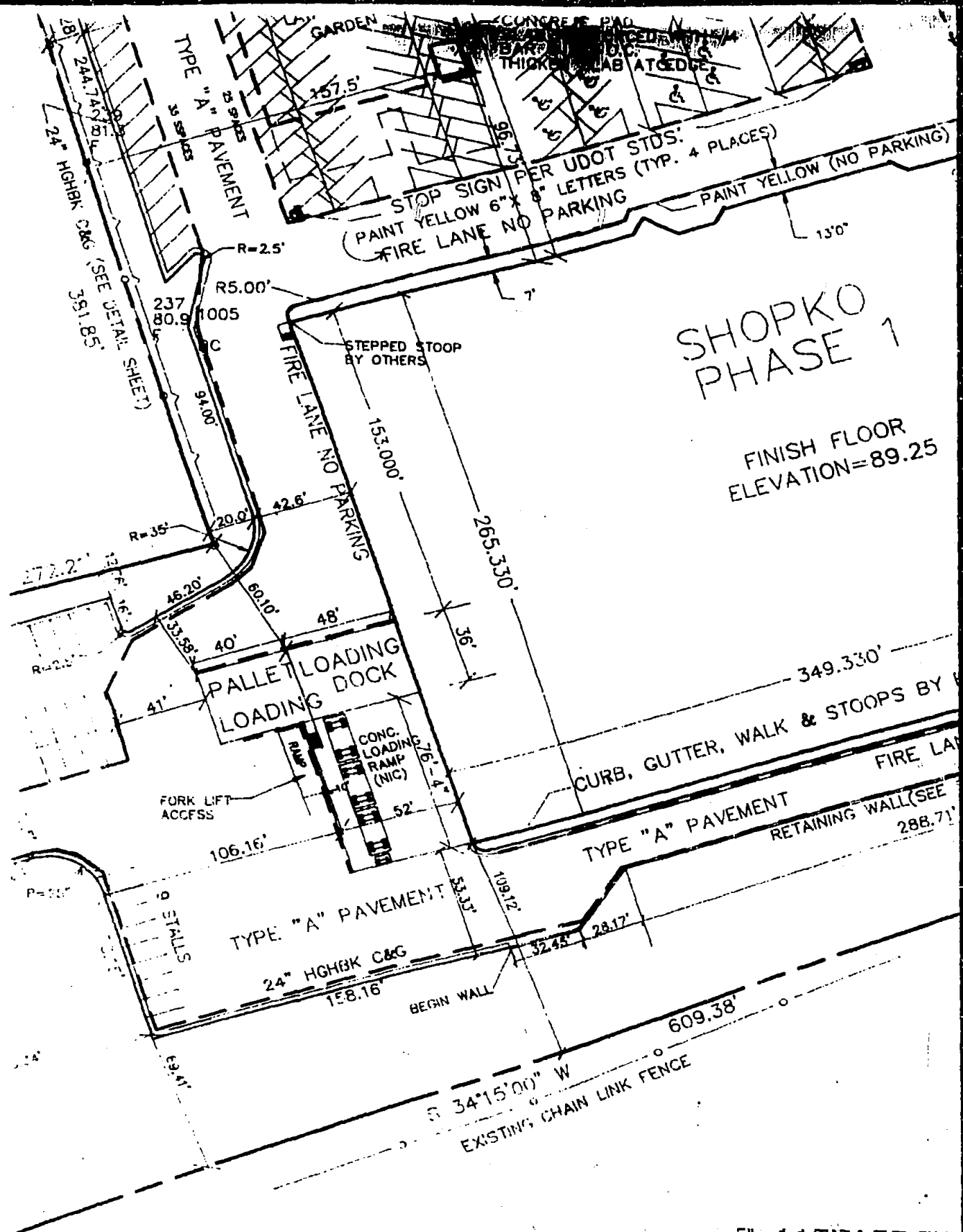
EXHIBIT "6" E# 1107699 BK1579 PG2338
TO
CROSS-EASEMENT AGREEMENT
(Riverdale, Utah)

A PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 5 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, U.S.SURVEY: BEGINNING AT A POINT ON THE EASTERLY LINE OF RIVERDALE ROAD, NORTH 89°49' WEST 135.3 FEET AND NORTH 57°45' WEST 608 FEET FROM THE SOUTHEAST CORNER OF SAID QUARTER SECTION, AND RUNNING THENCE SOUTH 38°12' WEST 52.2 FEET, MORE OR LESS, ALONG THE EASTERLY LINE OF RIVERDALE ROAD TO THE NORTHEAST CORNER OF THE RAYMOND A. SCHUTTE PROPERTY CONVEYED BY WARRANTY DEED RECORDED IN BOOK 748 AT PAGE 462 OF RECORDS; THENCE SOUTH 49°30' EAST 87.07 FEET; THENCE SOUTH 37°45' WEST 36.22 FEET; THENCE SOUTH 57°37' EAST 153.7 FEET; THENCE NORTH 38°12' EAST 100.24 FEET, MORE OR LESS, TO A POINT WHICH BEARS SOUTH 57°45' EAST FROM THE PLACE OF BEGINNING; THENCE NORTH 57°45' WEST 241 FEET TO THE POINT OF BEGINNING.

05-141-0026 + ABST ONLY

INSTALL 6' HIGH 8"X16"
BLOCK WALL WITH FOOTING.
STEP WALL AS REQUIRED.
PAINT WALL TO MATCH COLOR
AND QUALITY USED ON SHOPKO
STORE EXTERIOR. INSTALL
APPROXIMATELY 382 L.F. OF
BLOCK WALL ALONG NORTHERLY
PROPERTY LINE OF LDS CHURCH.





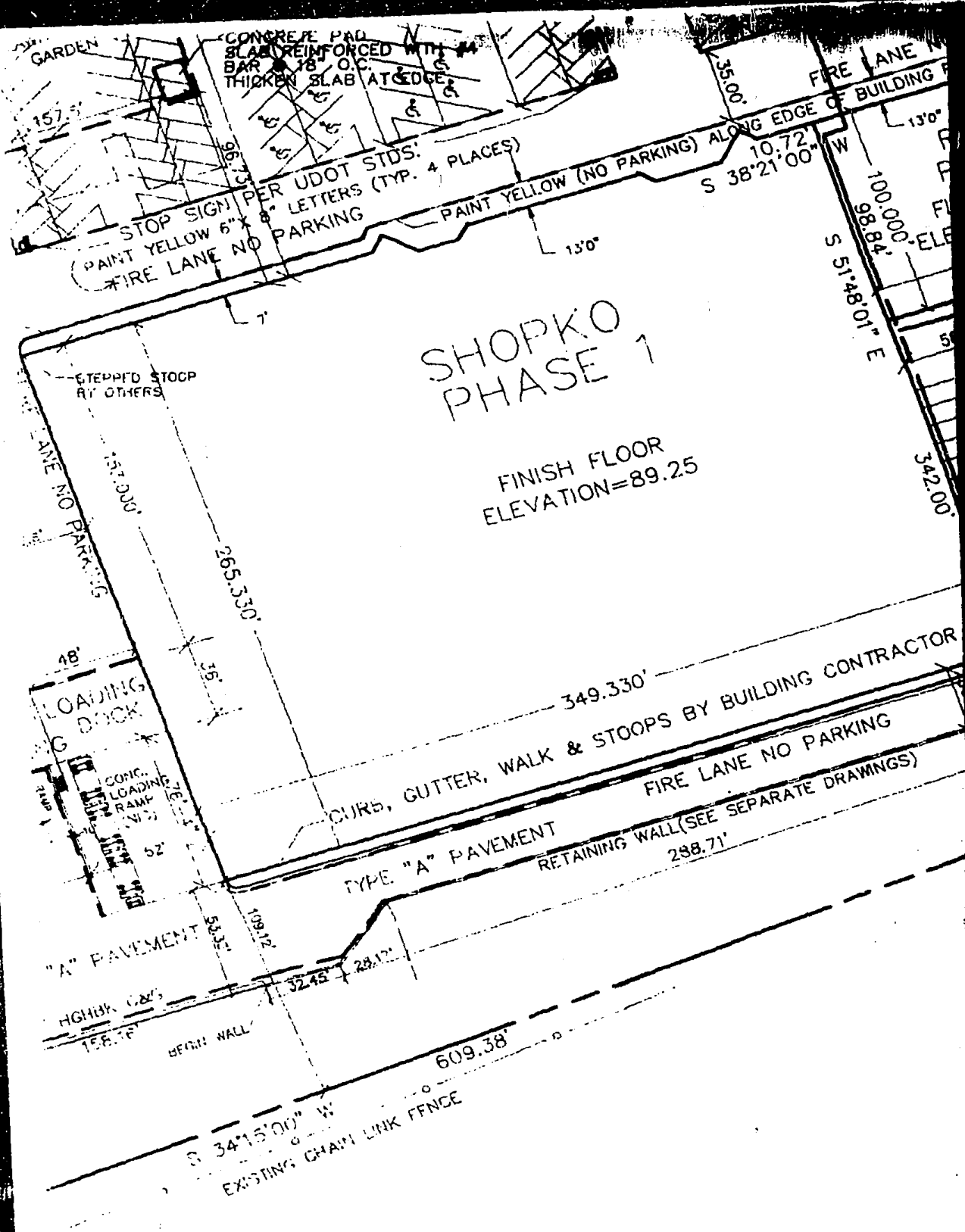
SHOPKO
PHASE 1

FINISH FLOOR
ELEVATION=89.25

E# 1107699 BK1
 BK 1579
 Pg. 3339-A

project number ES49XX89
 designed by RGE
 drawn by ACAD
 Date 12-11-89

ECKHOFF WAT
 ENGINEERS PLANNERS



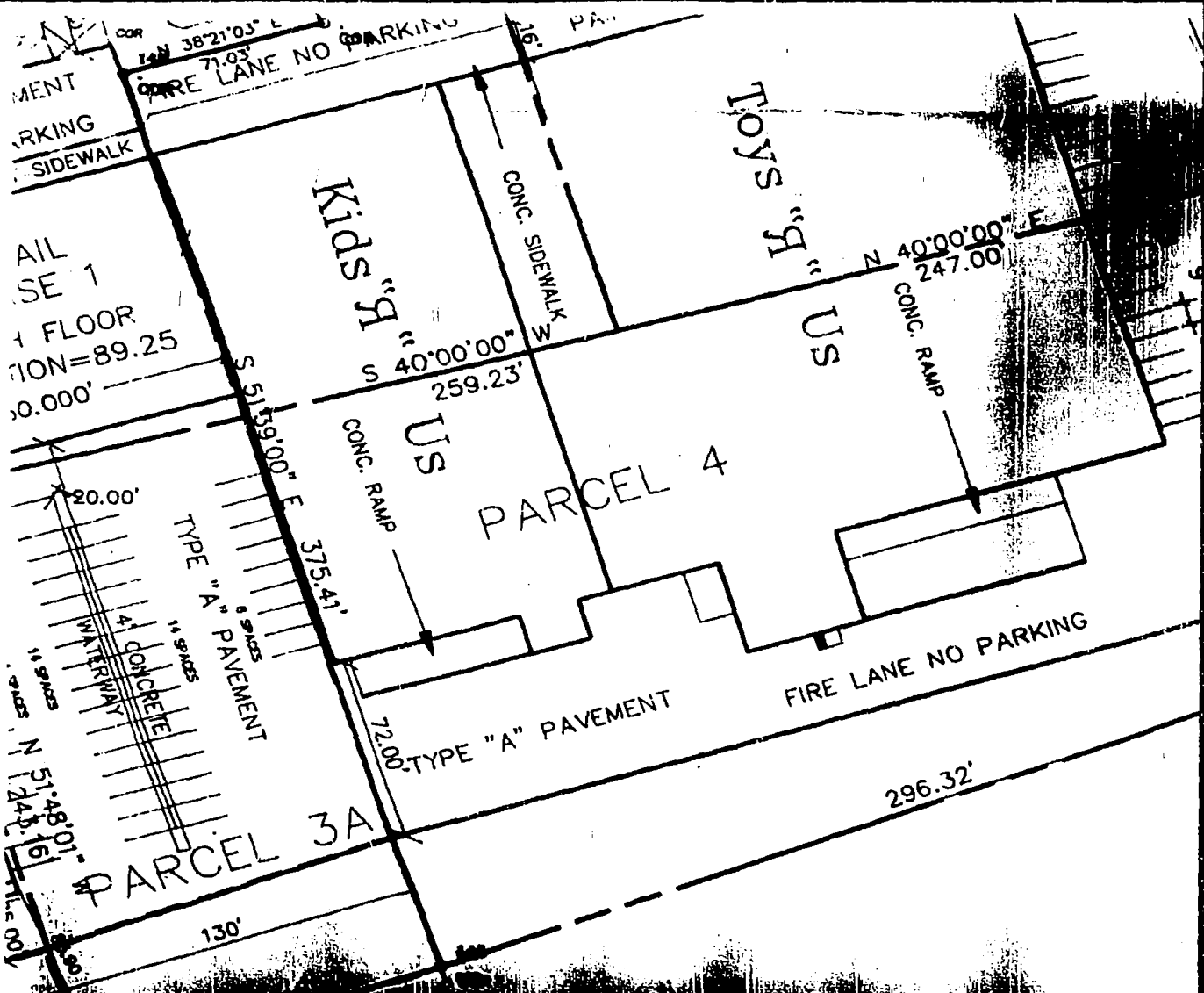
SHOPKO
PHASE 1

FINISH FLOOR
ELEVATION=89.25

E# 1107699 BK1579 P62340

ECKHOFF WATSON AND

ENGINEERS, PLANNERS, ARCHITECTS
 1000 SOUTH EAST LANE, CITY



P.O.B: PARCEL 3 (SHOPKO PARCEL)

1107699 BK 1579
Pg 2340-A

N.E. CORNER OF THE NC #1
SECTION 8, TOWNSHIP 5 OF
SALT LAKE BASE AND M. RD

P.O.B. PARCEL 4

S 90°00'00" E
135.30'

S 00°28'00" W
104.97'

R=175.00'
D=28°48'00"
L=87.96'00"

HANDICAP RAMP

TYPE "A" PAVEMENT
21 SPACES
9' TYP.

N 40°00'00" E
247.00'

CONC. RAMP

FIRE LANE NO PARKING

296.32'

Boys "R" SU

CONC. SIDEWALK

S 40°00'00" W
259.23'

Kids "A" SU

CONC. RAMP

TYPE "A" PAVEMENT

72.00'

S 51°39'00" E 375.41'

TYPE "A" PAVEMENT
8 SPACES
14 SPACES
CONCRETE
WATERWAY

PARCEL 3A

103.1'

PARKING
PARKING
SIDEWALK

TAIL
BASE 1
FISH FLOOR
ELEVATION=89.25

S 00°00'00" W
100.00'

20.00'

CONCRETE
WATERWAY

N 51°48'01" E
243.16'

75.00'

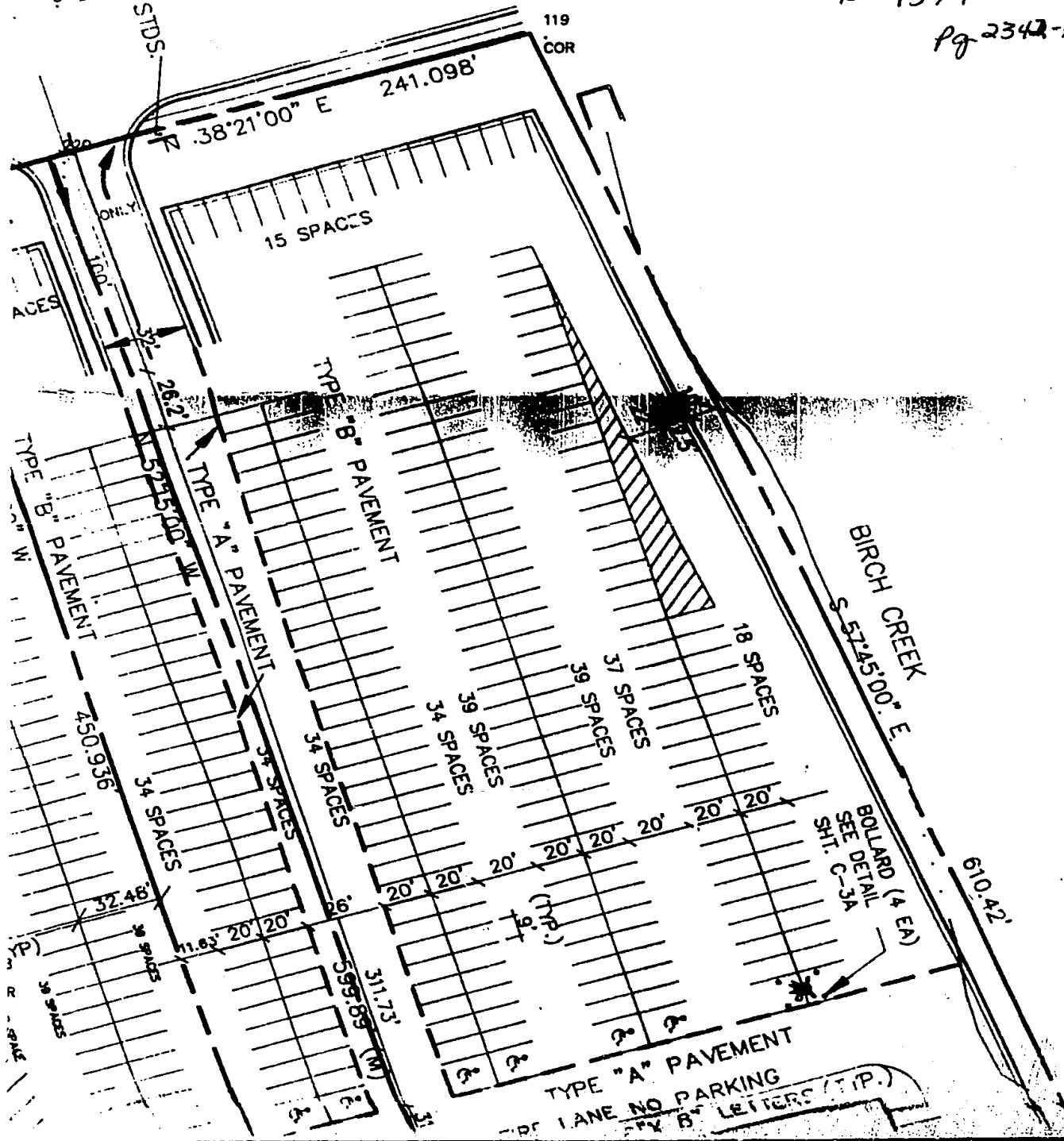
S 34°15'00" W
222.084'

EA# 1107699 B:1579 PE2341

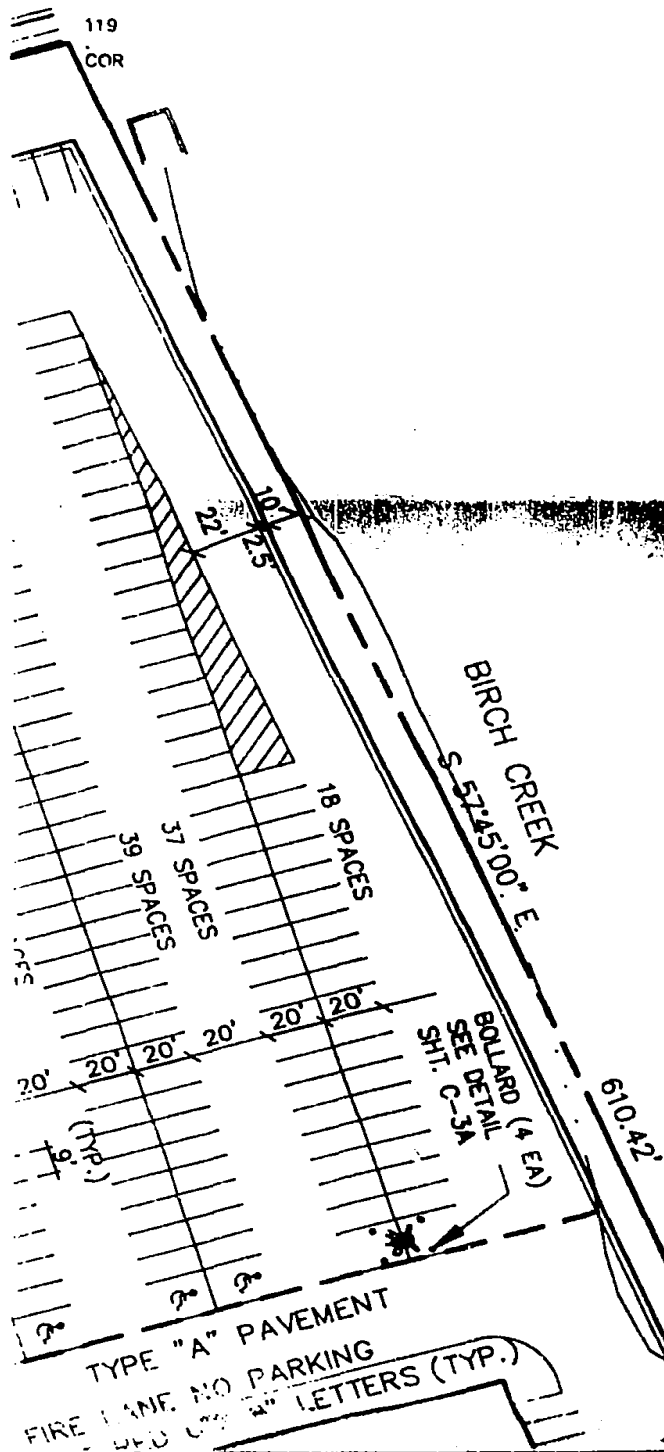
STOP SIGN AS PER UDOT SIDS.
SIGN AND RIGHT TURN

RIVERDALE ROAD

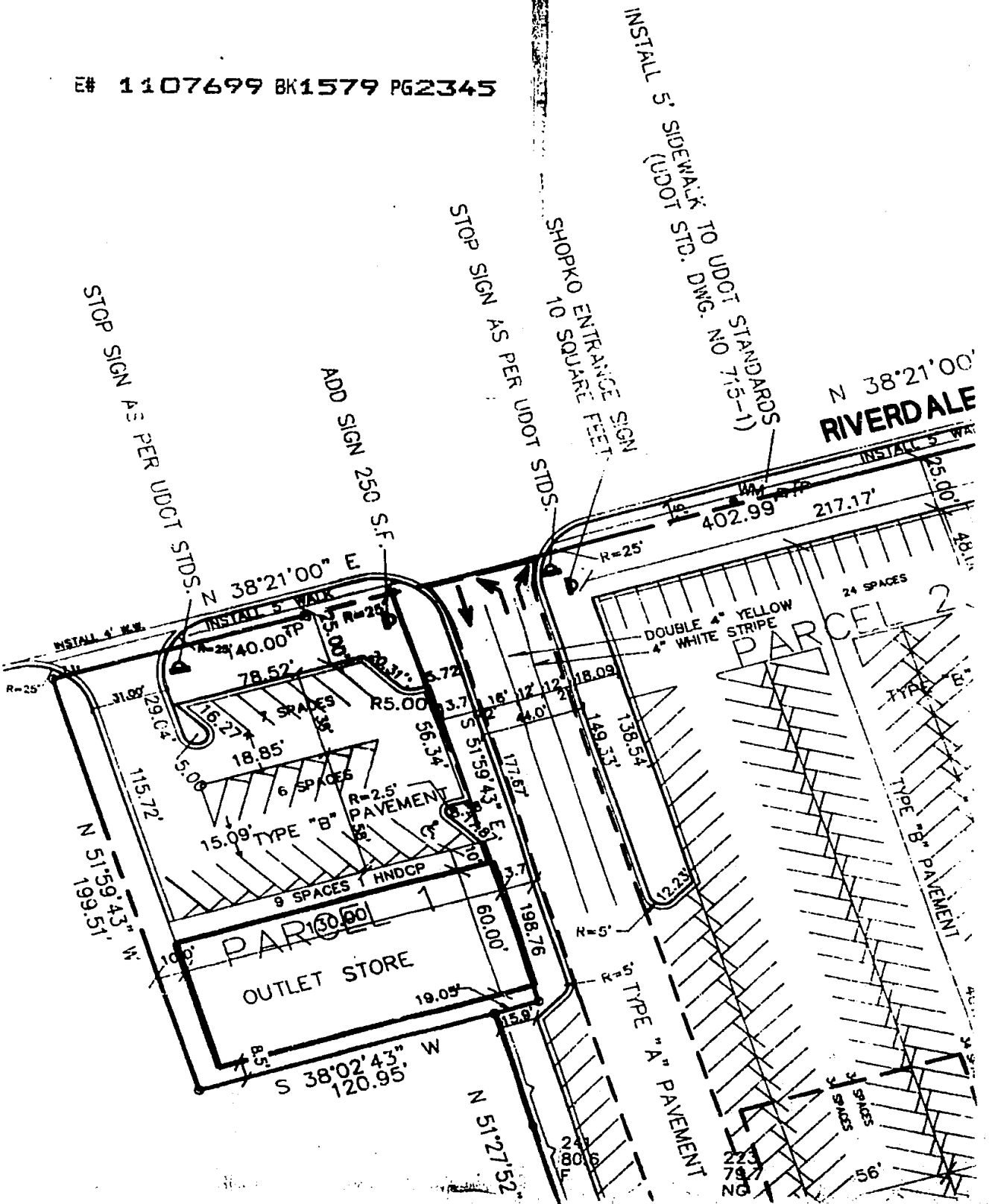
E# 1107699 BK1
BK 1579
Pg 2342



17
E# 1107699 BK1579 P62343



E# 1107699 BK1579 PG2345



INSTALL 5" SIDEWALK TO UDOT STANDARDS (UDOT STD. DWG. NO 713-1)

STOP SIGN AS PER UDOT STDS.

ADD SIGN 250 S.F.

STOP SIGN AS PER UDOT STDS.

RIVERDALE

OUTLET STORE

DOUBLE 4" YELLOW 4" WHITE STRIPE

PARCEL 2

TYPE "B" PAVEMENT

TYPE "A" PAVEMENT

N 51°59'43" W
199.51'

S 38°02'43" W
120.95'

N 51°27'52"

N 38°21'00"

INSTALL 5" WALK

402.99'

217.17'

R=25'

R=25'

R=5'

R=5'

3 SPACES

3 SPACES

22' 79' 79'

56'

2' 80'

9'

48.11'

48.11'

48.11'

48.11'

48.11'

48.11'

48.11'

1407699 BK1579 P62344

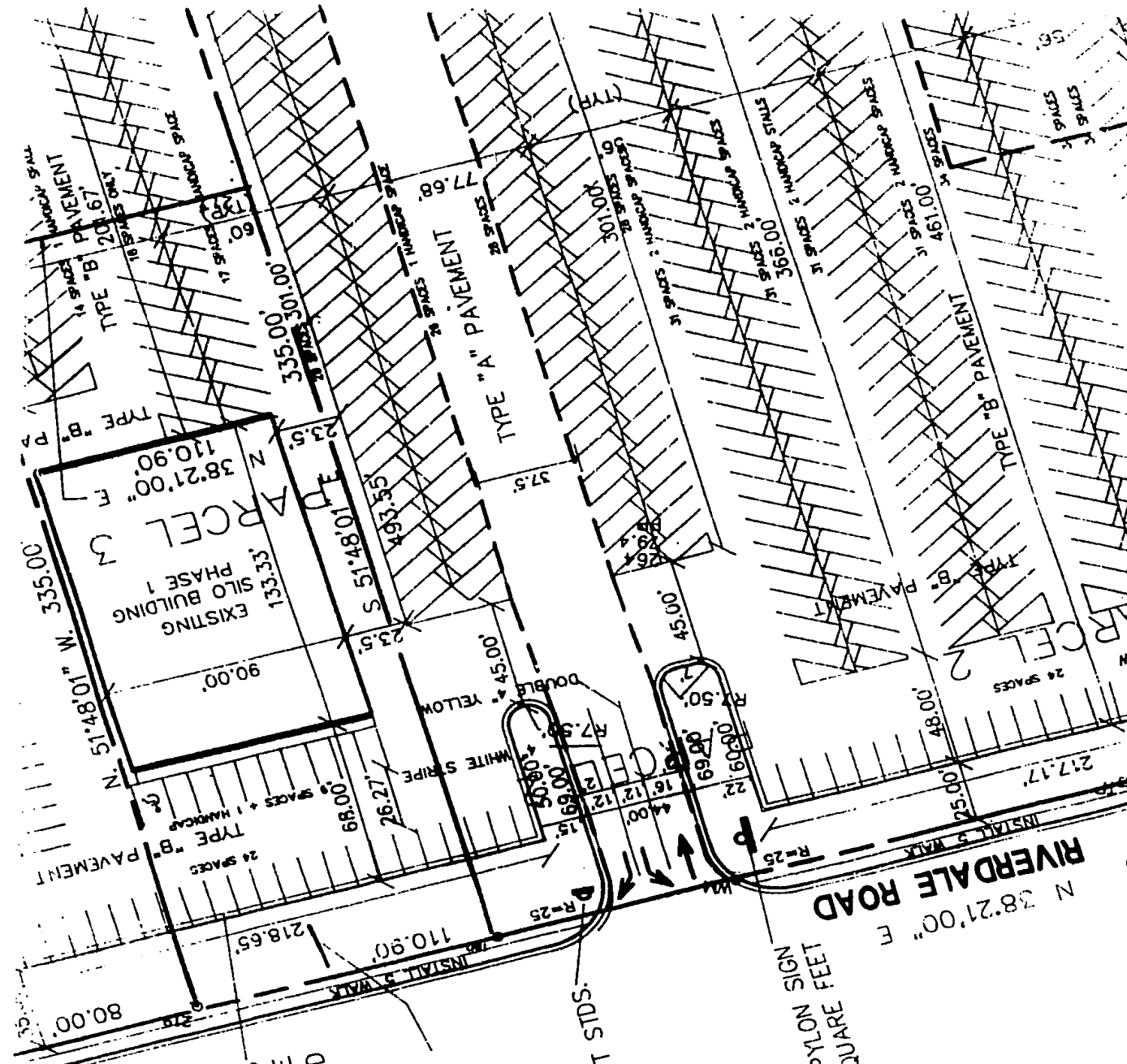
ADD SIGN 25'

EXISTING 55 L.F. EXISTING RESTRIPE CURB & GUTTER - PARKING AS NEEDED

EXISTING SILO SIGN

STOP SIGN AS PER UDOT SIDS

250 SQUARE FEET SHOPKO PLYWOOD SIGN



RIVERDALE ROAD
N 38.21'00" E

EXISTING SILO BUILDING PHASE 1
ARCEL 3
N 38.21'00" E
E 110.90'
S 51.48'01" E
W 335.00'
N 133.33'

TYPE "B" PAVEMENT
14 SPACES
20' x 67'
18 SPACES ONLY

TYPE "A" PAVEMENT
28 SPACES
77.68'

TYPE "B" PAVEMENT
24 SPACES
48.00'

TYPE "B" PAVEMENT
24 SPACES
48.00'

TYPE "B" PAVEMENT
24 SPACES
48.00'

TYPE "B" PAVEMENT
24 SPACES
68.00'

TYPE "B" PAVEMENT
24 SPACES
80.00'

INSTALL 3' WALK
218.65'

DOUBLE YELLOW
45.00'

STOP SIGN
R-25
16.12' 12"

STOP SIGN
R-25
16.12' 12"

STOP SIGN
R-25
16.12' 12"

STOP SIGN
R-25
16.12' 12"

TYPE "B" PAVEMENT
17 SPACES
301.00'

TYPE "B" PAVEMENT
17 SPACES
301.00'

TYPE "B" PAVEMENT
17 SPACES
301.00'

TYPE "B" PAVEMENT
17 SPACES
301.00'

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17 SPACES
301.00'

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17 SPACES
301.00'