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ENT26572 BK 2626 PG 123

CROSS-EASEMENT AGREEMENT  
(Center & State Street Site)  
(Orem, Utah)

THIS AGREEMENT made this 31st day of August, 1989, by and between SHOPKO STORES, INC., d/b/a UVALKO SHOPKO STORES, INC., a Minnesota corporation, ("Shopko"), SMITH'S FOOD KING PROPERTIES, INC., a Utah corporation, ("Smith's") and BOYER OREM ASSOCIATES, a Utah limited partnership, ("Developer").

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

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

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

WHEREAS, the parties hereto desire to develop and utilize the Shopko Site, the Smith's Site and the Developer'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 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 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 from time to time devoted primarily to parking, approaches, exits, entrances, sidewalks, exterior landscaping, incidental and interior roadways, service roads 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 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.

1.07. Out Parcel. The term "Out Parcel" shall mean and refer to the parcels of real estate described on Exhibit "4" attached hereto that benefit solely from the pedestrian and vehicular easement described in Sections 2.01.1 and 2.01.2 below. The "Out Parcel" is not included within the "Entire Parcel" for purposes of this Agreement.

## ARTICLE II

### Easements

2.01. Grant of Easements. Shopko, Smiths and the Developer 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 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 Out Parcels 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 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 Site on which an improvement is contiguous to an improvement constructed on another 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 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 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 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 (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 improvements on which such Utility Facilities are located. 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 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 vehicular 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; nor will heavy construction equipment be operated upon, or construction materials or supplies be stockpiled upon the paved surfaces of the Common Area from and after its initial completion of construction except any Owner may operate such equipment or stockpile construction materials and supplies on its own Site.

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 5.5 parking spaces for each 1,000 square feet of Net Building Floor Area in the Entire Parcel. "Net Building Floor Area" is gross building area less (i) penthouse and mezzanine areas used for mechanical, electrical, telephone and other operating equipment, (ii) lawn and garden or outside sales areas, (iii) loading docks, (iv) ground level areas used for merchandise storage in the building located on the Shopko Site, or (v) mezzanines and 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. The parties, upon approval of the Site Plan, shall agree upon specific employee parking areas in order to minimize the impact on the customer parking in the immediate proximity of the building entries.

2.01.8. 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.

2.01.9. 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. Project signs shall be designated as to location and design and approved by all parties to this Agreement prior to their installation. Except 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.

2.01.13. Party Wall. An exclusive easement to Developer to attach the building on Developer's Site to the building on Shopko's Site without charge as shown on the Site Plan. See also Section 2.01.3 of this Cross Easement Agreement. In the event of any conflict, this Section 2.01.13 shall prevail as to the initial construction of the wall and Section 2.01.3 shall prevail in the event of any restoration of this wall following a casualty loss or condemnation.

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 or Smith's from having temporary special promotional sales in the Common Area on the Smith's Site.

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 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 Utah 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 a reasonable time after such conveyance. The notice shall be accompanied by a copy of the conveyance and agreement or a short form thereof. 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.

ARTICLE IV

Maintenance of Common Areas

4.01. Common Area Maintenance. Except as otherwise provided herein, Developer shall operate and maintain or cause to be operated and maintained the Common Areas in first class condition and repair, including but not limited to the following: (1) resurfacing and replacing of walks, drives, and parking areas; (2) keeping the surface in the Common Area in a smooth and evenly covered condition with the type of surfacing material originally installed, or such substitute in all

respects be equal in quality, use, and durability; (3) the reasonable cleaning, sweeping, and painting, snow removal, striping, disposal of rubbish and debris, removing soil and stone washed into the Common Area drainage facility, and performing all other acts necessary to maintain the parking and Common Area in a clean, safe, and orderly condition; (4) maintaining and replacing common storm drains, sumps and common facilities for surface drainage, maintaining all curbs, parking, dividers, landscape, landscape irrigation, enclosures, fences, and retaining walls in good condition and repair; (5) placing, keeping in repair, and replacing any necessary and appropriate directional signs, markers, and lines. The cost of operating, replacing and repairing artificial lighting facilities and fixtures for each parcel shall be the exclusive obligation of the owner of the respective parcel. Each party, however, shall have the obligation to cause its parcel to be adequately illuminated during hours of darkness; (6) maintaining all landscaping areas, making such replacements of shrubs and other landscaping as is necessary and keeping such landscaped areas at all times adequately weeded, fertilized, and watered.

4.02. Payment of Common Area Maintenance Expenses.

Developer shall expend only the monies reasonably necessary for the operation of the Common Area and for the maintenance thereof in order to keep the Common Area in first class condition and repair. Each party shall within thirty days after the receipt of such billing, pay to Developer its appropriate share of the Common Area maintenance expenses, including an administrative

charge of 10% thereon. The administrative charge shall not be applicable to Common Area maintenance expenses for taxes, insurance or any capital expense (as determined by generally accepted accounting principles) in excess of \$5,000.00. On or before the October 1st of each year, Developer shall furnish the other parties with the budget of the Common Area maintenance expenses anticipated to be incurred during the following calendar year including any anticipated capital expenditures. Such budget shall be in such detail as reasonably requested by the other parties taking into account information normally and readily available to Developer. If a party disapproves the budget, Developer and that party shall meet and confer as frequently as reasonably necessary to attempt to agree upon a budget. Failure to agree upon a budget will not affect the party's obligation to pay its share of reasonable Common Area maintenance expenses incurred by Developer pursuant to this Agreement prior to a party exercising its option to maintain its Site separately. The parties shall pay, or cause to be paid, on or before the first day of each calendar month, in advance, 1/12th of that parties anticipated Common Area maintenance expenses based upon the approved budget. The Developer shall, on or before the last day of February of each year, furnish each Owner and Prime Lessee with an annual reconciliation of the Common Area Maintenance Expense actually paid during the preceding calendar year and a statement of monies for such expenses received by the Developer for such period. If the reconciliation shows an underpayment of Common Area Expense, the



Owner or Prime Lessee agrees to reimburse the Developer the amount thereof within thirty (30) days after billing therefor. If the reconciliation shows an overpayment, the amount of the overpayment shall be refunded by the Developer to the Owner or Prime Lessee within thirty (30) days of the furnishing of the reconciliation report.

4.03. Determination of Party Shares. Each party shall pay its initial proportionate share of Common Area maintenance expenses in accordance with the following: the cost thereof (inclusive of the administrative fee) multiplied by a fraction, the numerator of which is the Net Building Floor Area on a Site and the denominator of which is the Net Building Floor Area on the Entire Parcel. Shopko, Smith's and Developer agree to have an "as built" survey prepared by a licensed surveyor or engineer to ascertain and certify to each other the "Net Building Floor Area" on its Site. If separate portions of any parcel enumerated above shall be owned by different parties, then the proportionate share of the Common Area maintenance expense payable with respect to such parcel as provided above shall be apportioned on a prorata basis between or among the parties based upon the ratio that the square footage area of the portion of the parcel owned by such party on which buildings may be constructed bears to the total square foot area of the parcel on which the buildings may be constructed.

4.04. Option to Maintain Own Parcel. Any party to this Agreement at any time upon at least sixty (60) days notice to Developer, may elect to assume the obligations of Developer

to operate and maintain its own parcel in the manner described above. If a party does so elect to operate and maintain its own parcel, and thereafter fails to do so in a manner described in the above paragraphs, then such failure shall constitute a default in which case the applicable provisions and remedies will apply. While operating, maintaining, or insuring its own parcel pursuant hereto, the party shall have no obligation under this paragraph to pay any share of its Common Area maintenance expenses incurred with respect to the other parties parcels.

4.05. Resignation of Developer. Developer shall have the right upon giving ninety (90) days prior written notice to the other parties to resign its duties under the above paragraphs as manager of the Common Area maintenance program. If Developer so resigns, the other parties thereafter shall operate, maintain, and insure their own parcels in the manner required. The other parties will not be obligated to reimburse Developer for any share of Common Area maintenance expenses incurred by Developer after its resignation.

4.06. 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 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 Party in correcting the Deficiencies, pay all costs to the Nondefaulting Party plus interest thereon at the rate of Eighteen Percent (18%) per annum until paid, but not in excess of the maximum rate permitted by law.

4.07. Maintenance of Easement Areas. Except to the extent that such areas might be operated and maintained by public authorities or utilities and except as provided in Section 4.01, 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 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 gross floor area of the improvements located on each Benefitted Site bears to the total gross 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).

Except as provided in Section 4.01, 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 operation and maintenance of the easements provided by Section 2.01.10 shall be borne by the Owner(s) of the Benefitted Site(s) 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).

4.08. 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.

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 ten (10) 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 ten (10) 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". There shall be no revisions to the Site Plan without the written approval of Shopko, Smith's and Developer (or their respective successors and assigns).

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, 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 Smith's Site or Developer's Site from being leased, occupied or used for the sale of miscellaneous items similar to those which may be sold by Shopko nor to prevent Smith's from having a pharmacy or drugstore as part of its usual and customary business operations. This restriction shall in no way limit, prohibit or restrict Smith from operating a retail food and drugstore on the Smith's Site in a manner generally customary and consistent with other Smith's stores in the Utah area. This restriction may be waived solely by Shopko in writing by an instrument recorded in the Office of the County Recorder for Utah County, Utah.

6.03. Smith's Use Restriction. It is agreed that for so long as the Smith's Site is being used for the operation of a supermarket, no portion of the Entire Parcel, other than the Smith's Site, may be used for any type of supermarket, grocery store or convenience food store without first obtaining the approval of the Owner of the Smith's Site. This restriction

shall not be deemed to prevent or prohibit any sale of snack or confectionery items, soda pop, health foods, vitamins or supplements and health and beauty aids on the Shopko Site. This restriction shall in no way limit, prohibit or restrict Shopko from operating a general merchandise discount department store on the Shopko Site in a manner generally customary and consistent with other Shopko stores in the Utah area.

6.04. General Restrictions. No portion of the Entire Parcel shall be used for a movie theatre, theatre, bowling alley, billiard parlor, pool hall, carnival, night club, thrift or second-hand store or health spa or fitness center.

6.05. Parking Requirements. It is agreed that there shall be maintained on the Entire Parcel (inclusive of parking spaces, if any, within the seasonal lawn and garden area on the Shopko Site) at least 5.5 spaces per 1,000 square feet of Net Building Floor Area thereon, unless condemnation makes maintenance of this number of parking spaces impossible at ground level with the amount of then-existing development on the Entire Parcel.

6.06. Outlot Restrictions. It is agreed that any future buildings to be constructed on the outlots 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	23 feet	7,800 square feet
2	23 feet	10,000 square feet



6.07. Access Modification. No curbcuts or public highway access points shown on the Site Plan shall be altered, modified, vacated or discontinued in any manner whatsoever without the prior written approval of Shopko, Smith's and the Developer.

6.08. Fire Rating Integrity. The building to be constructed on the Shopko, Smith's and Developer's 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 parties to this Agreement 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, Smith's and Developer's 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, Smith's and Developer's Site from Type III-N Construction requirements.

#### 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. Shopko, Smith's and the Developer 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, Smith's and the Developer 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 Two Hundred Fifty Thousand Dollars (\$250,000.00). 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.

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 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 Utah County, Utah, which document must be executed by all of the owners and mortgagees, 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 Utah 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 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 may 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.  
P.O. Box 19060  
Green Bay, Wisconsin 54307-9060  
Attn.: Vice President 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 SMITH'S:

Smith's Food King Properties, Inc.  
1550 South Redwood Road  
Salt Lake City, Utah 84104  
Attn: Legal Department

C. If to DEVELOPER:

Boyer Orem Associates  
c/o The Boyer Company  
675 East 500 South - Suite 600  
Salt Lake City, Utah 84102  
Attn: H. Lewis Swain

ARTICLE XIX

Estoppel Certificate

19.01. Each party agrees that upon written request (which shall not be more frequent than three times during any calendar year) of any other party, it will issue to the respective mortgagee or successor of such other party or to such other party an estoppel certificate stating to the best of the issuer's knowledge that as of such date: (1) whether the party to whom the request has been directed knows of any default by the requesting party under this Agreement and if there are known defaults specifying the nature thereof; (2) whether this Agreement has been assigned, modified, or amended in any way by the requested party (and if it has then stating the nature thereof); and, (3) whether this Agreement is in full force and effect. Such statement shall act as a waiver of any claim by the party furnishing it to the extent such claim is based upon facts known by the furnishing party to be contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement; however, such statement shall in no event subject the

party furnishing it to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of such party to disclose correct and/or relative information.

ARTICLE XX


Termination of Certain Instruments

20.01 This Agreement supersedes and replaces in their entirety the following instruments: (a) Grant of Easements with Covenants and Restrictions Affecting Land, dated June 28, 1967, and recorded August 11, 1967 as Entry No. 8577 in Book 1088 at Page 215 in the office of the Utah County Recorder; (b) Grant of Easements with Covenant and Restrictions Affecting Land, dated December 15, 1977, and recorded December 23, 1977 as Entry No. 43830 in Book 1608 at Page 780 in the office of the Utah County Recorder; and (c) Amendment of Grants of Easements with Covenants and Restrictions Affecting Land, dated February 15, 1984, and recorded July 9, 1984 as Entry No. 20100 in Book 2148 at Page 28 in the office of the Utah County Recorder. Upon recordation of this Agreement, all of such instruments shall terminate and cease to have any force or effect.

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:

  
William J. Tyrrell, President



By: Jan A. Strom  
James A. Strom, Assistant Secretary

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

By: Matthew G. Tezak  
Matthew G. Tezak, Vice President

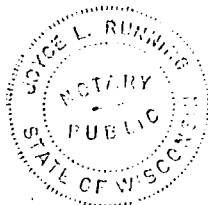
By: Peter H. Barth  
Peter H. Barth, Asst. Secretary

BOYER OREM ASSOCIATES, a  
Utah limited partnership  
By its General Partner, The  
Boyer Company, a Utah  
corporation

By: H. Roger Boyer  
H. Roger Boyer,  
Chairman of the Board

STATE OF WISCONSIN )  
                          ) ss.  
COUNTY OF BROWN )

Personally came before me this 22<sup>nd</sup> 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.



Joyce L. Runnig  
Notary Public, Wisconsin  
My Commission expires 12-23-90

STATE OF MINNESOTA)  
  ) ss.  
COUNTY OF HENNEPIN)

Personally came before me this 23 day of August, 1989, James A. Strom, Assistant 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.

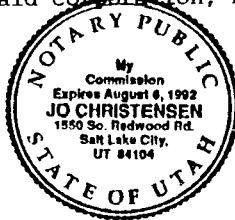
*Connie L. Mead*

Notary Public, Minnesota  
My Commission expires: 11-1-94



STATE OF UTAH )  
COUNTY OF Salt Lake ) ss.

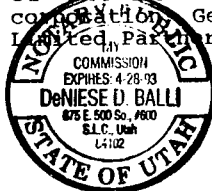
Personally came before me this 30<sup>th</sup> day of August, 1989, Matthew G. Tezak, Vice President, and Peter H. Barth, Assistant Secretary of Smith's Food King, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Utah, and to me known to be such persons who executed the foregoing instrument, and to me known to be such Vice President and Asst. Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers as the act of said corporation, by its authority.



Jo Christensen  
JO CHRISTENSEN  
Notary Public, Utah  
My Commission expires: 8/6/92

STATE OF UTAH )  
COUNTY OF ) ss.

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of August, 1989 by H. Roger Boyer, Chairman of the Board of Directors, the Boyer Company, a Utah corporation, General Partner of Boyer Orem Associates, a Utah Limited Partnership.



Denise D. Balli  
DENISE D. BALLI  
Notary Public Utah  
My Commission expires: 4-28-93

THIS INSTRUMENT DRAFTED BY:

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

EXHIBIT "1"  
TO

ENT26572 BK 2626 PG 158

CROSS EASEMENT AGREEMENT

LOT 3

A part of the Southwest Quarter of Section 14, Township 6 South,  
Range 2 East of the Salt Lake Base and Meridian, U.S. Survey;

Beginning at a point on the Easterly line of State Street being  
335.26 feet South 88°53'35" East along the Quarter Section line and  
309.04 feet South from the West Quarter corner of said Section 14; and  
running thence South 88°49'28" East 401.32 feet; thence South 1°10'32"  
West 90.00 feet; thence South 88°49'28" East 294.38 feet; thence  
South 1°10'32" West 407.71 feet; thence North 89°46'33" East  
20.00 feet; thence South 0°14'27" East 116.70; thence North 89°46'33"  
East 100.00 feet; thence North 0°14'27" West 203.33 feet; thence North  
89°49'33" East 50.94 feet to a point on the West boundary of Royal Oak  
Subdivision, Plat F, in Drem City, Utah County, Utah, thence South  
0°18'10" East 64.15 feet along said Subdivision boundary to a point on  
an existing boundary line fence; thence South 0°14'27" East 383.76 feet  
along said boundary line fence; thence North 88°34'06" West 139.04  
feet; thence Southwesterly along the arc of an 80.00 foot radius curve  
to the left a distance of 40.17 feet (Delta equals 28°46'13" and Long  
Chord bears South 77°02'52" West 39.75 feet) to a point of reverse  
curvature; thence Southwesterly along the arc of an 80.00 foot radius  
curve to the right a distance of 40.17 feet (Delta equals 28°46'13" and  
Long Chord bears South 77°02'52" West 39.75 feet); thence  
North 88°34'06" West 50.10 feet; thence South 0°33' East 6.00 feet;  
thence North 89°10' West 227.45 feet; thence North 0°14'27" West 274.18  
feet; thence North 88°47'06" West 65.00 feet; thence North 0°14'27"  
West 88.84 feet; thence North 88°47'06" West 129.87 feet to the  
Easterly line of State Street; thence North 18°29'04" West 231.18 feet  
along said Easterly line; thence South 88°54' East 93.90 feet; thence  
South 0°06' West 8.20 feet; thence South 88°49'08" East 136.00 feet;  
thence North 1°10'32" East 140.26 feet; thence North 88°54' West 277.18  
feet to the Easterly line of said State Street; thence  
North 18°29'04" West 166.70 feet along said Easterly line of State  
Street to the point of beginning.

Contains 420.355 Square Feet  
Or 9.650 Acres

EXCEPTING the following two parcels:

EXHIBIT "1"

(Cont'd)

Parcel 1

A part of the Southwest Quarter of Section 14, Township 6 South, Range 2 East of the Salt Lake Base and Meridian, U.S. Survey:

Commencing at a point located South 88 deg. 59' East along the one-quarter Section line 873.18 feet and South 402.00 feet and South 0 deg. 46'10" East 100 feet from the West one-quarter corner of Section 14, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 88 deg. 59' East 104.82 feet to the Westerly boundary of 150 East Street; thence South 0 deg. 15'43" East 87.06 feet; thence along the arc of a 10.22 foot radius curve to the right 16.30 feet (chord bears South 45 deg. 25'09" West 14.62 feet); thence North 88 deg. 53'59" West along the North boundary of 100 South Street 96.33 feet; thence North 01 deg. 01' East 90.54 feet; thence North 0 deg. 46'10" West 6.83 feet to the point of beginning.

Tax Serial No. 17-65-71

AND

Parcel 2

A part of the Southwest Quarter of Section 14, Township 6 South, Range 2 East of the Salt Lake Base and Meridian, U.S. Survey; Beginning at a point in the Easterly line of U.S. Highway No. 91, which point is 232.60 feet East along the quarter section line and 685.70 feet South 18 deg. 30' East along the Easterly line of said Highway from the West one-quarter corner of Section 14, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence East 125 feet; thence South 10 deg. 39' East 173.70 feet; thence West 100 feet to a point in the Easterly line of said highway; thence North 18 deg. 30' West 180 feet to the point of beginning.

Tax Serial No. 17-65-12

EXHIBIT "2"  
TO  
CROSS-EASEMENT AGREEMENT  
(Center & State Street Site)  
(Orem, Utah)

Smith's Site

LOT 1

A part of the Southwest Quarter of Section 14, Township 6 South,  
Range 2 East of the Salt Lake Base and Meridian, U.S. Survey;

Beginning at a point on the South line of Center Street being  
392.64 feet South 88°53'35" East along the Quarter Section line and  
30.38 feet South from the West Quarter corner of said Section 14; and  
running thence along said South line of Center Street  
South 88°49'28" East 943.66 feet to a point on the projection of an  
existing boundary line fence; thence South 0°01'43" East 371.22 feet  
along said fence to the Northwest corner of Chapel Park, a subdivision  
in Orem City, Utah County, Utah; thence South 0°09'39" East 70.46 feet  
along said subdivision boundary; thence North 88°49'28" West 118.76  
feet; thence North 1°10'32" East 72.91 feet; thence North 88°49'28"  
West 484.68 feet; thence North 1°10'32" East 90.00 feet; thence North  
88°49'28" West 401.32 feet to the Easterly line of State Street; thence  
North 18°29'04" West 152.99 feet along said Easterly line; thence South  
88°59' East 103.51 feet; thence North 1°01' East 134.31 feet to the  
point of beginning.

Contains 337,593 Square Feet  
Or 7.750 Acres

EXHIBIT "3"  
TO  
CROSS-EASEMENT AGREEMENT  
(Center & State Street Site)  
(Orem, Utah)

Developer's Site

LOT 2

A part of the Southwest Quarter of Section 14, Township 6 South,  
Range 2 East of the Salt Lake Base and Meridian, U.S. Survey;

Beginning at a point on the West boundary of Chapel Park, a  
subdivision in Orem City, Utah County, Utah being located 1336.66 feet  
South 88°53'35" East along the Quarter Section line and 473.18 feet  
South from the West Quarter corner of said Section 14; and running  
thence South 0°09'39" East 86.13 feet along said West Subdivision  
Boundary; thence North 88°45'40" West 63.13 feet; thence South 45°00'  
West 37.93 feet; thence South 0°09'39" East 62.63 feet to the North  
boundary of Royal Oaks Subdivision, Plat E, in Orem City, Utah County,  
Utah; thence along said subdivision boundary the following two courses:  
North 88°45'40" West 53.15 feet; and South 0°18'10" East 58.34 feet;  
thence South 89°45'33" West 53.93 feet; thence South 0°14'27" East  
212.97 feet; thence South 89°45'33" West 100.00 feet; thence  
North 0°14'27" West 116.70 feet; thence South 89°45'33" West 20.00  
feet; thence North 1°10'32" East 407.71 feet; thence South 88°49'28"  
East 190.30 feet; thence South 1°10'32" West 72.91 feet; thence South  
88°49'28" East 118.76 feet to the point of beginning.

Contains 94,322 Square Feet  
Or 2.165 Acres

LOT 4

A part of the Southwest Quarter of Section 14, Township 6 South,  
Range 2 East of the Salt Lake Base and Meridian, U.S. Survey;

Beginning at a point 526.64 feet South 88°53'35" East along the  
Quarter Section line and 466.10 feet South from the West Quarter corner  
of said Section 14; and running thence South 88°54' East 138.63 feet;  
thence South 1°10'32" West 140.26 feet; thence North 88°49'08" West  
136.00 feet; thence North 0°06' East 140.09 feet to the point of  
beginning.

Contains 19,247 Square Feet  
Or 0.442 Acre

EXHIBIT "3"  
(Cont'd)

Parcel 1

A part of the Southwest Quarter of Section 14, Township 6 South, Range 2 East of the Salt Lake Base and Meridian, U.S. Survey;

Commencing at a point located South 88 deg 59' East along the one quarter Section line 873.18 feet and South 402.00 feet and South 0 deg 46'10" East 100 feet from the West one quarter corner of Section 14, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence South 88 deg 59' East 104.82 feet to the Westerly boundary of 150 East Street; thence South 0 deg 15'43" East 87.06 feet; thence along the arc of a 10.22 foot radius curve to the right 16.30 feet (chord bears South 45 deg 25'09" West 14.62 feet); thence North 88 deg 53'59" West along the North boundary of 100 South Street 96.33 feet; thence North 01 deg 01' East 90.54 feet; thence North 0 deg 46'10" West 6.83 feet to the point of beginning.

Tax Serial No. 17-65-71

AND

Parcel 2

A part of the Southwest quarter of Section 14, Township 6 South, Range 2 East of the Salt Lake Base and Meridian, U.S. Survey;

Beginning at a point in the Easterly line of U.S. Highway No. 91, which point is 232.60 feet East along the quarter section line and 685.70 feet South 18 deg 30' East along the Easterly line of said Highway from the West one-quarter corner of Section 14, Township 6 South, Range 2 East, Salt Lake Base and Meridian; thence East 125 feet; thence South 10 deg 39' East 173.70 feet; thence West 100 feet to a point in the Easterly line of said highway; thence North 18 deg 30' West 180 feet to the point of beginning.

Tax Serial No. 17-65-12



EXHIBIT "4"  
TO  
CROSS-EASEMENT AGREEMENT  
(Center & State Street Site)  
(Orem, Utah)

Out Parcel

LOT 5

A part of the Southwest Quarter of Section 14, Township 6 South,  
Range 2 East of the Salt Lake Base and Meridian, U.S. Survey;

Beginning at a point on the Easterly line of State Street being  
388.13 feet South 88°53'35" East along the Quarter Section line and  
466.11 feet South from the West Quarter corner of said Section 14; and  
running thence South 88°54' East 138.52 feet; thence South 0°06' West  
131.89 feet; thence North 88°54' West 93.90 feet to the Easterly line  
of said State Street; thence North 18°29'04" West 139.97 feet along  
said Easterly line of State Street to the point of beginning.

Contains 15,325 Square Feet  
Or 0.352 Acre

LOT 6

A part of the Southwest Quarter of Section 14, Township 6 South,  
Range 2 East of the Salt Lake Base and Meridian, U.S. Survey;

Beginning at a point on the Easterly line of State Street being  
505.82 feet South 88°53'35" East along the Quarter Section line and  
815.84 feet South from the West Quarter corner of said Section 14; and  
running thence South 88°47'06" East 135.73 feet; thence South 0°14'27"  
East 88.84 feet; thence North 88°47'06" West 106.18 feet to the  
Easterly line of said State Street; thence North 18°29'04" West 94.34  
feet along said Easterly line of State Street to the point of  
beginning.

Contains 10,743 Square Feet  
Or 0.247 Acre

EXHIBIT "4"  
TO  
CROSS-EASEMENT AGREEMENT  
(Center & State Street Site)  
(Orem, Utah)

Out Parcel

ENT26572 BK 2626 PG 164

Continued

STANCO INC.

Beginning at a point in the East line of U.S. Highway 91, which point is South 88°59' East along the quarter section line 232.55 feet and South 18°30' East 51.83 feet from the West quarter corner of Section 14, Township 6 South, Range 2 East, Salt Lake Base and Meridian and running thence South 18°30' East along the East line of said Highway 122.50 feet; thence South 88°59' East 102.39 feet; thence North 1°01' East 134.31 feet to the South line of Center Street; thence North 88°59' West along said South line of street, 130.00 feet; thence along the arc of a 14.13 foot radius curve to the left 27.01 feet. (The chord of said curve bears South 36°15'30" West for a distance of 23.08 feet) to the point of beginning.

EXHIBIT "5"  
TO  
DEVELOPMENT AGREEMENT  
(Center & State Street Site)  
(Orem, Utah)

ENT26572 BK 2626 PG 165

Attached Site Plan

ENT26572 BK 2626 PG 146  
ENT26572 BK 2626 PG 166

Scale: 1"=40'



B-18-89

1283 Parking Stalls shown

## BOYER RETAIL CENTER



**GREAT BASIN ENGINEERING, INC.**

CONSULTING ENGINEERS & SURVEYORS  
OGDEN & SALT LAKE CITY, UTAH

### SITE PLAN

for

## The Boyer Company

Orem, Utah County, Utah

*Revised 1 Aug, 1989  
Revised 20 July, 1989*

<small>DRAWN</small> BP	<small>CHECKED</small>	<small>APPROVED</small>
<small>DATE</small> 6 July, 1989	<small>SCALE</small> Scale: 1"=40'	<small>DWGS NO</small>

55'  
33' W

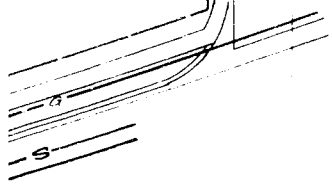
N 88° 40' 05" W

25'

N 88° 40' 05" W SOU

200

ENT26572 BK 2626 PG 167



127

1111

ENT26572 BK 2626 PG 168

12

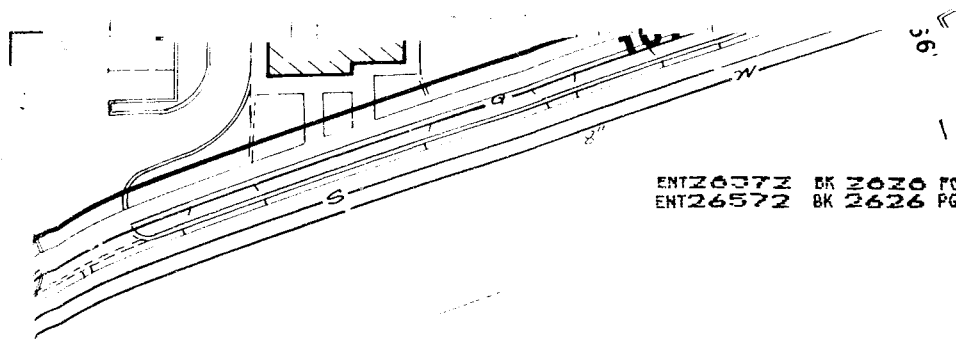
58'

25'

266.03'

TH STREET

TH



ENT26372 BK 2020 PG 107  
ENT26572 BK 2626 PG 169

E E T

# DRK LIMIT EXHIBIT



SITE WORK LIMIT LINE

ENT26572 BK 2626 PG 170

hopko

301.45'

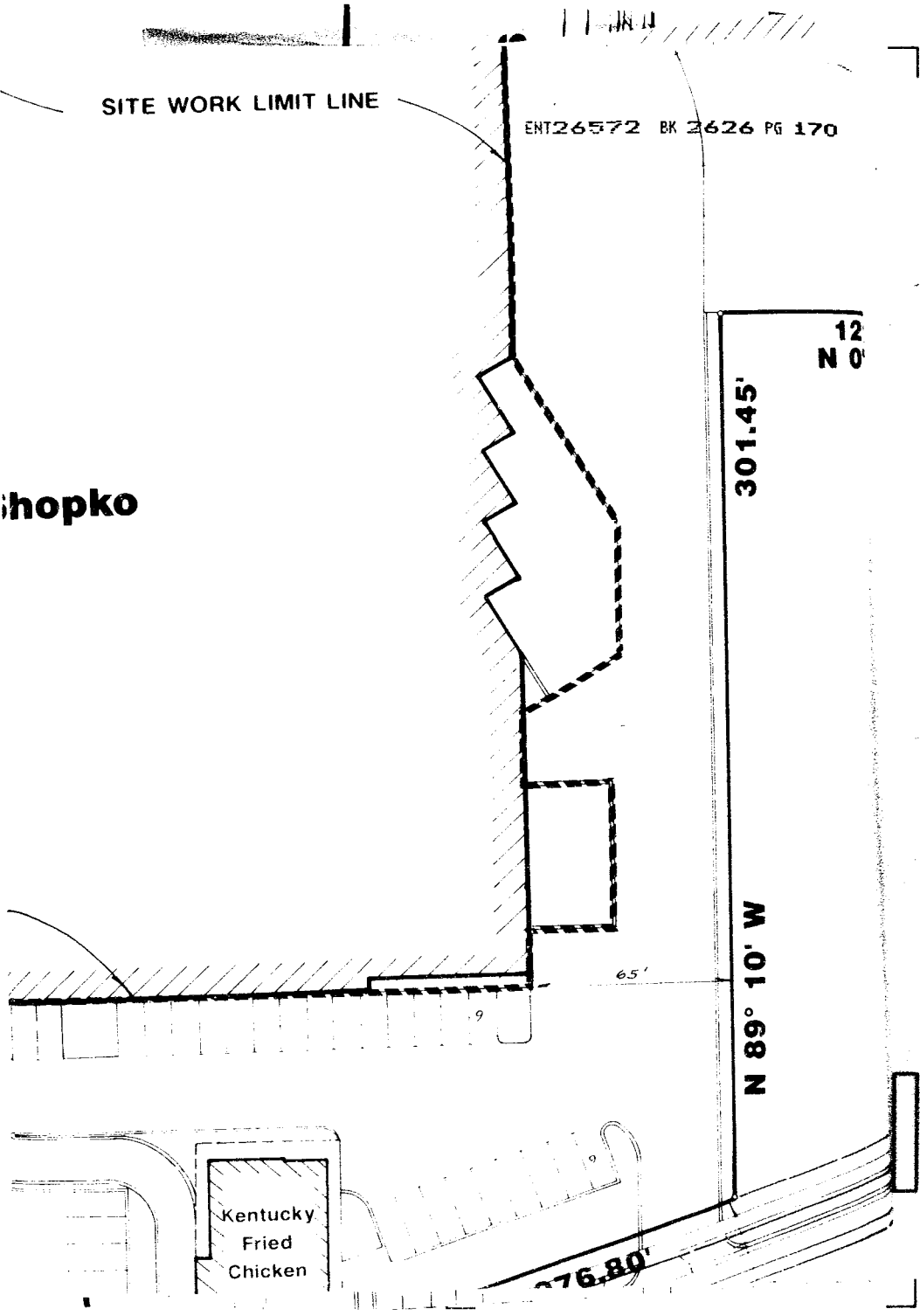
12  
N 0'

N 89° 10' W

65'

Kentucky  
Fried  
Chicken

76.80'





ENT26572 BK 2626 PG 171

EAST

STREET

8

9

OAKS  
10 11

PLAT D

529

32

18

Lube Doc

3" J.H.P. Gas

ENT 26572 BK 2626 PG 172

N 18°29'04" W

E

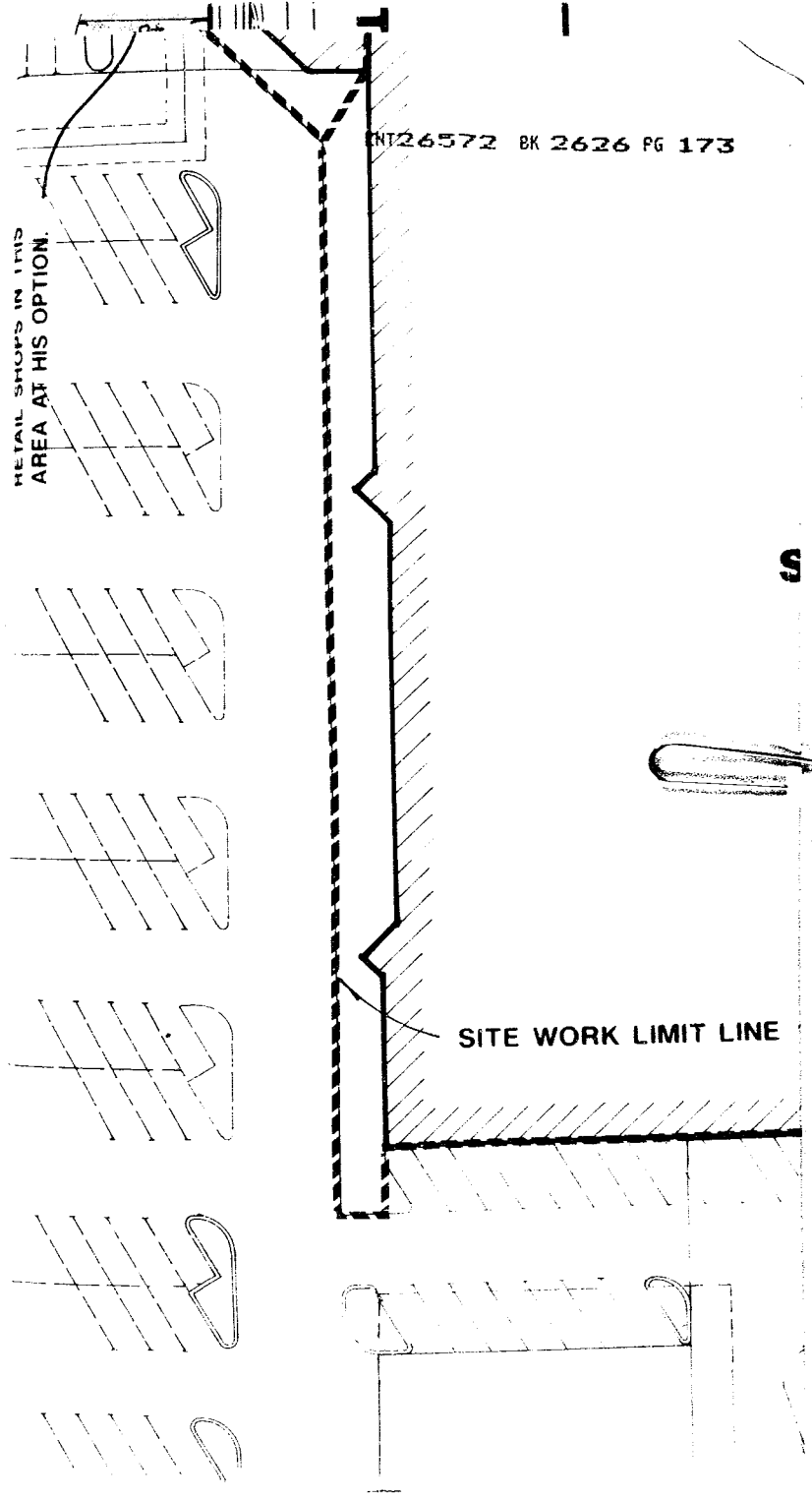
S T R

SITE WO

NT26572 BK 2626 PG 173

RETAIL SHOPS IN THIS  
AREA AT HIS OPTION.

SITE WORK LIMIT LINE



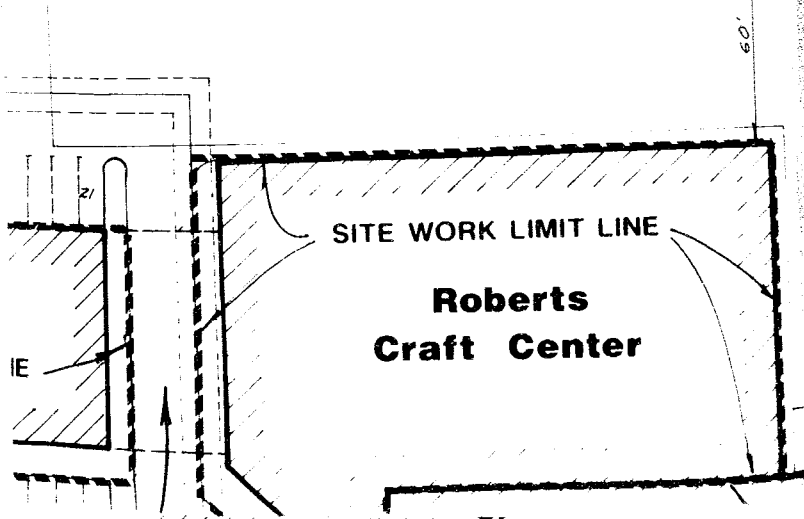
ENT 26572 BK 2626 PG 174

200

R O Y A L  
2 7

PLAT E  
9° 18' 10" E  
122.13'

S 0° 14' 27" E



SITE WORK LIMIT LINE  
**Shops**

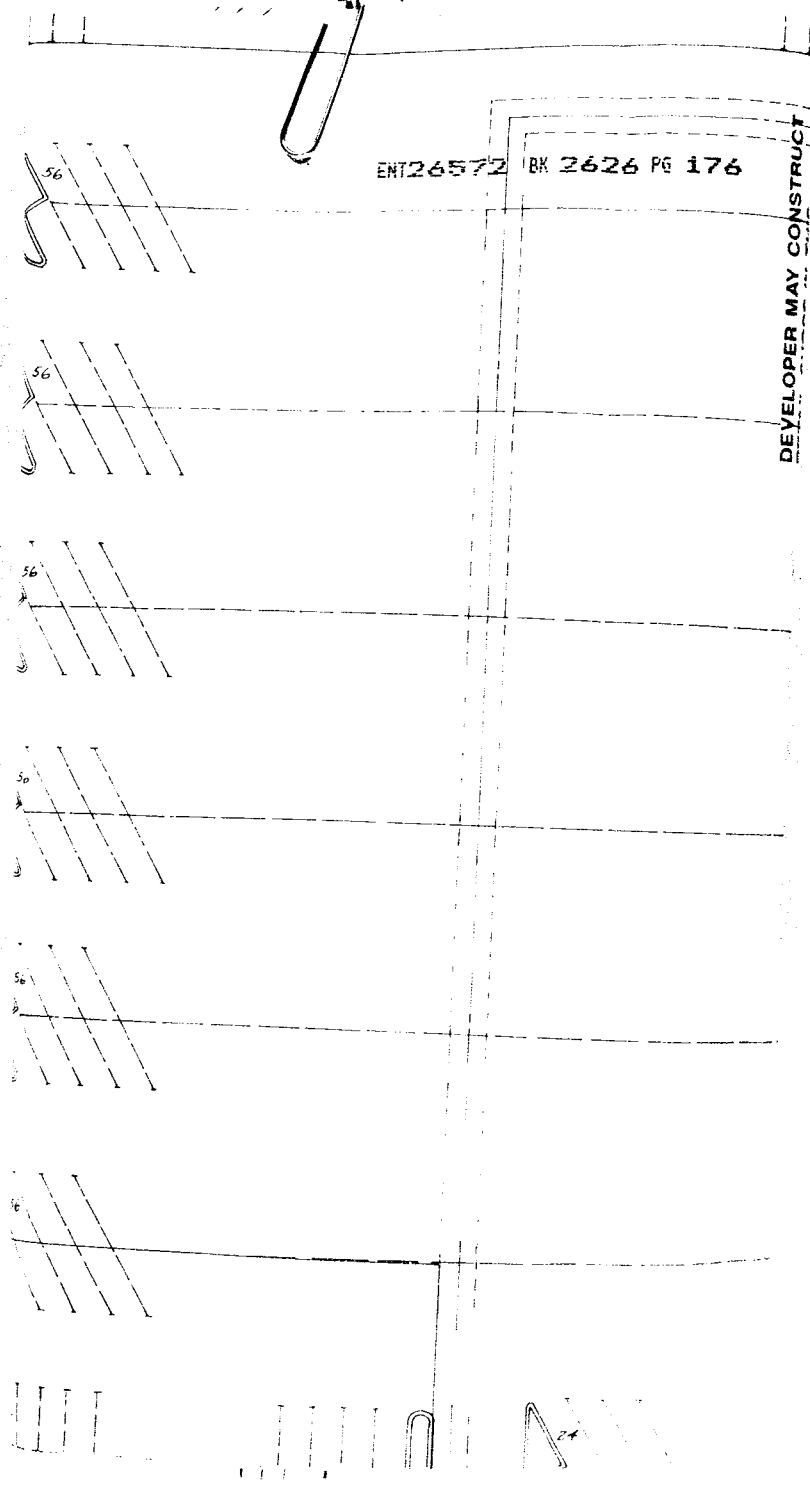
China  
Bowl

ENT 26572 BK 2626 PG 175

**S T A T**

ENT26572 BK 2626 PG 176

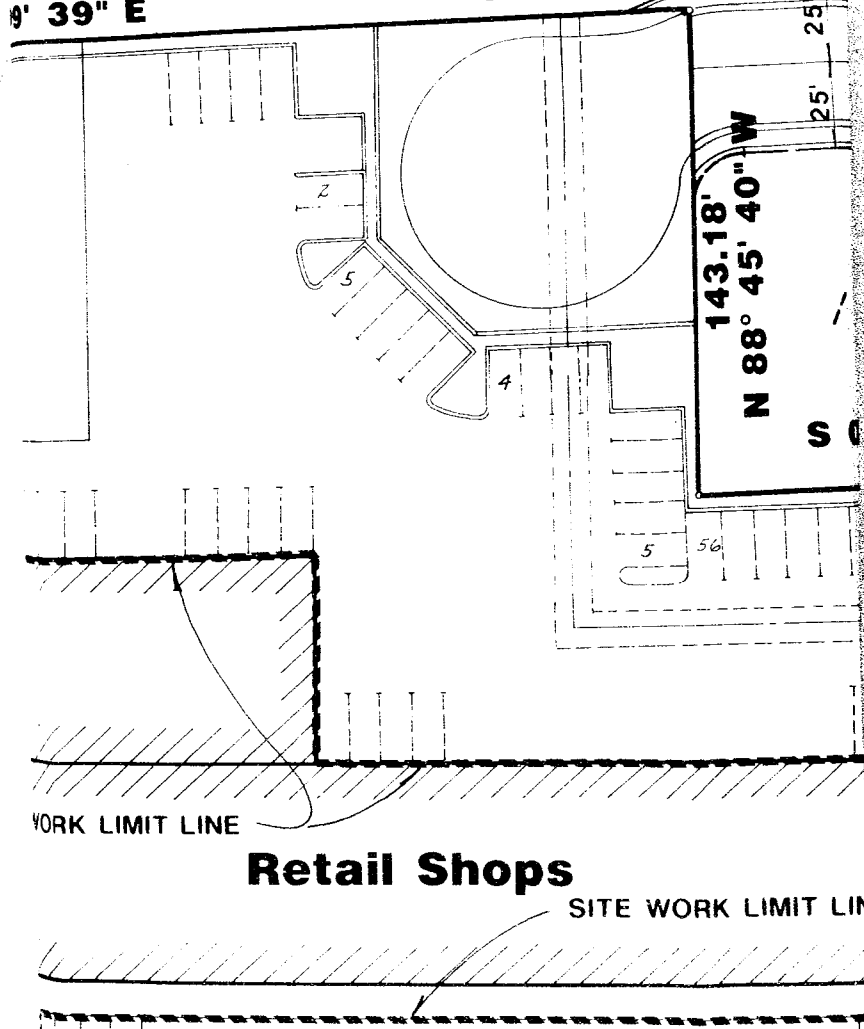
DEVELOPER MAY CONSTRUCT



ENT26572 BK 2626 PG 177

246.62'

9' 39" E



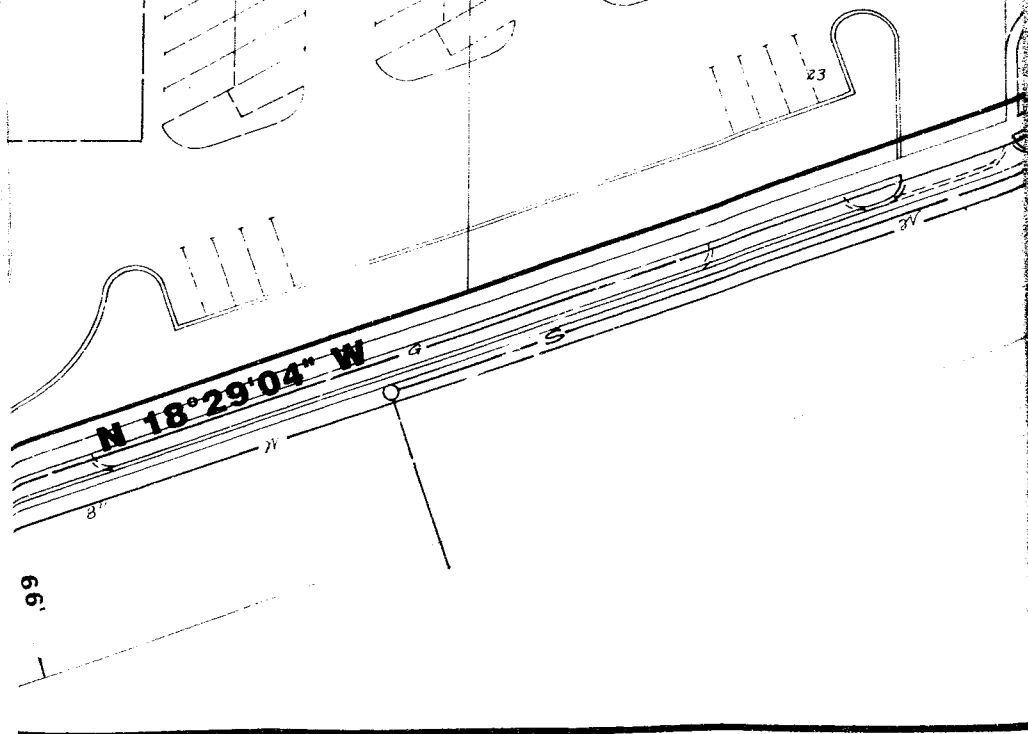
143.18'  
N 88° 45' 40" W

WORK LIMIT LINE

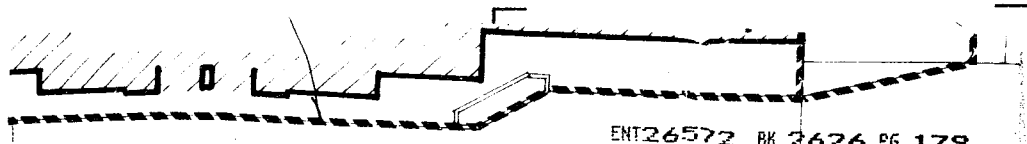
**Retail Shops**

SITE WORK LIMIT LINE

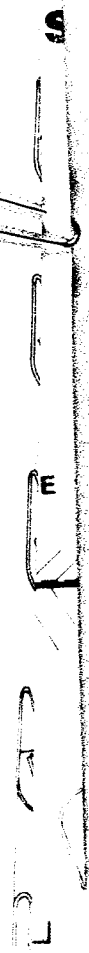
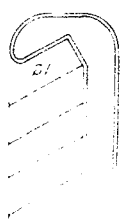
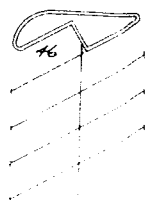
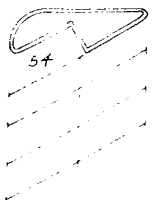
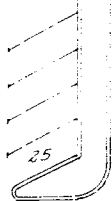
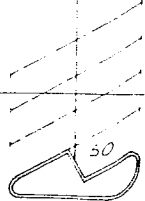
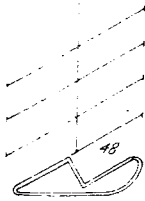
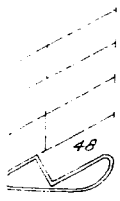
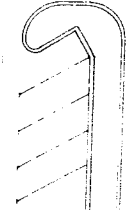
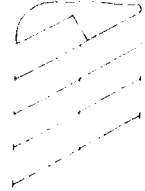
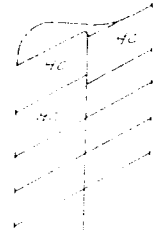
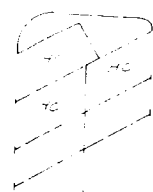
STRUCT  
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TION.







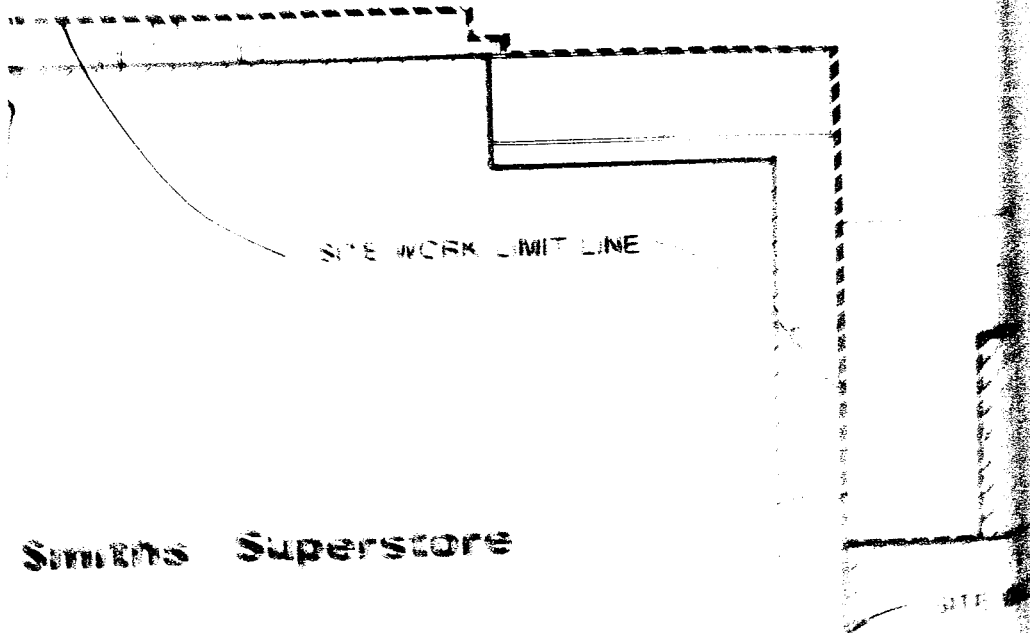
ENT26572 BK 2626 PG 179



ENT26572 BK 2626 PG 180  
371.22'

B" E

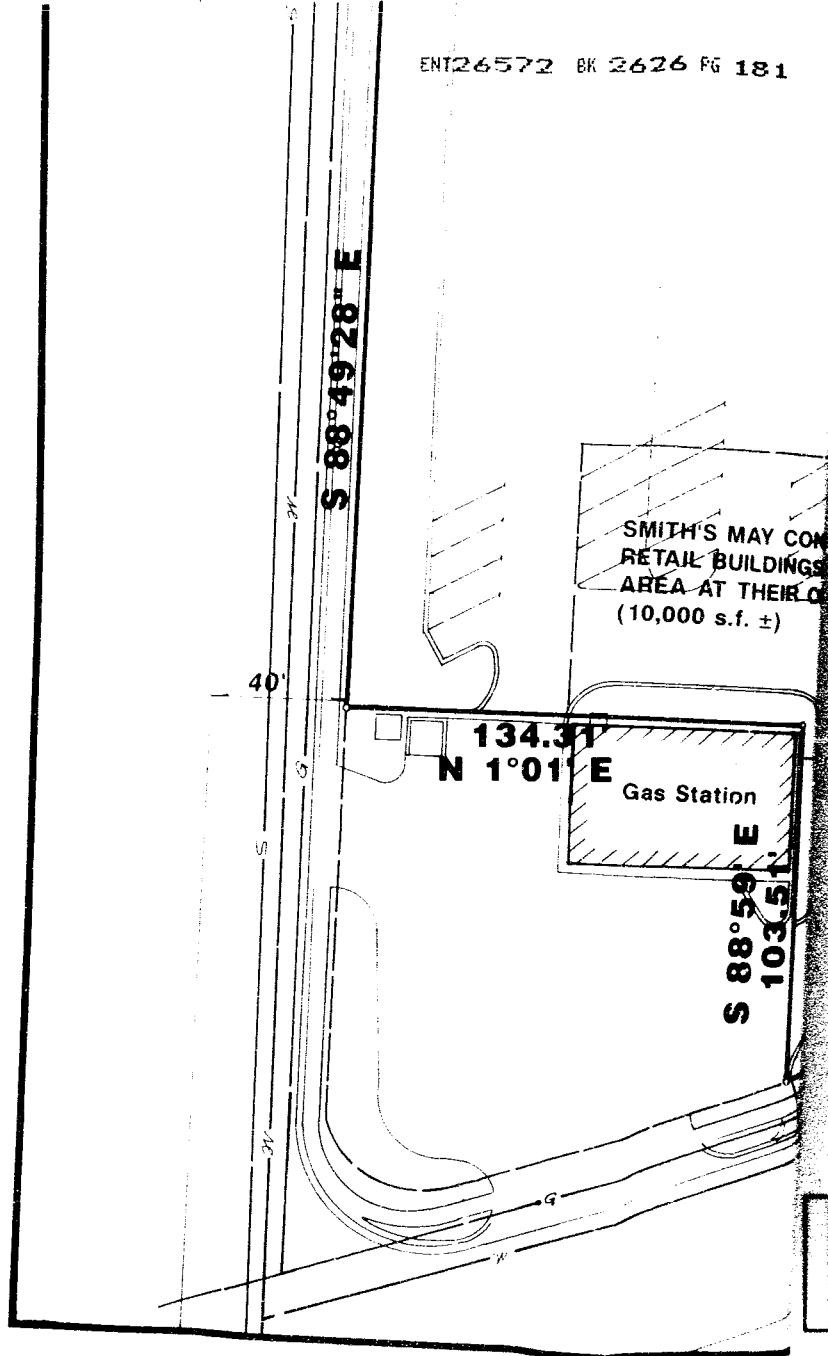
S 0° 0'



Smiths Superstore

SITE

ENT26572 BK 2626 FG 181



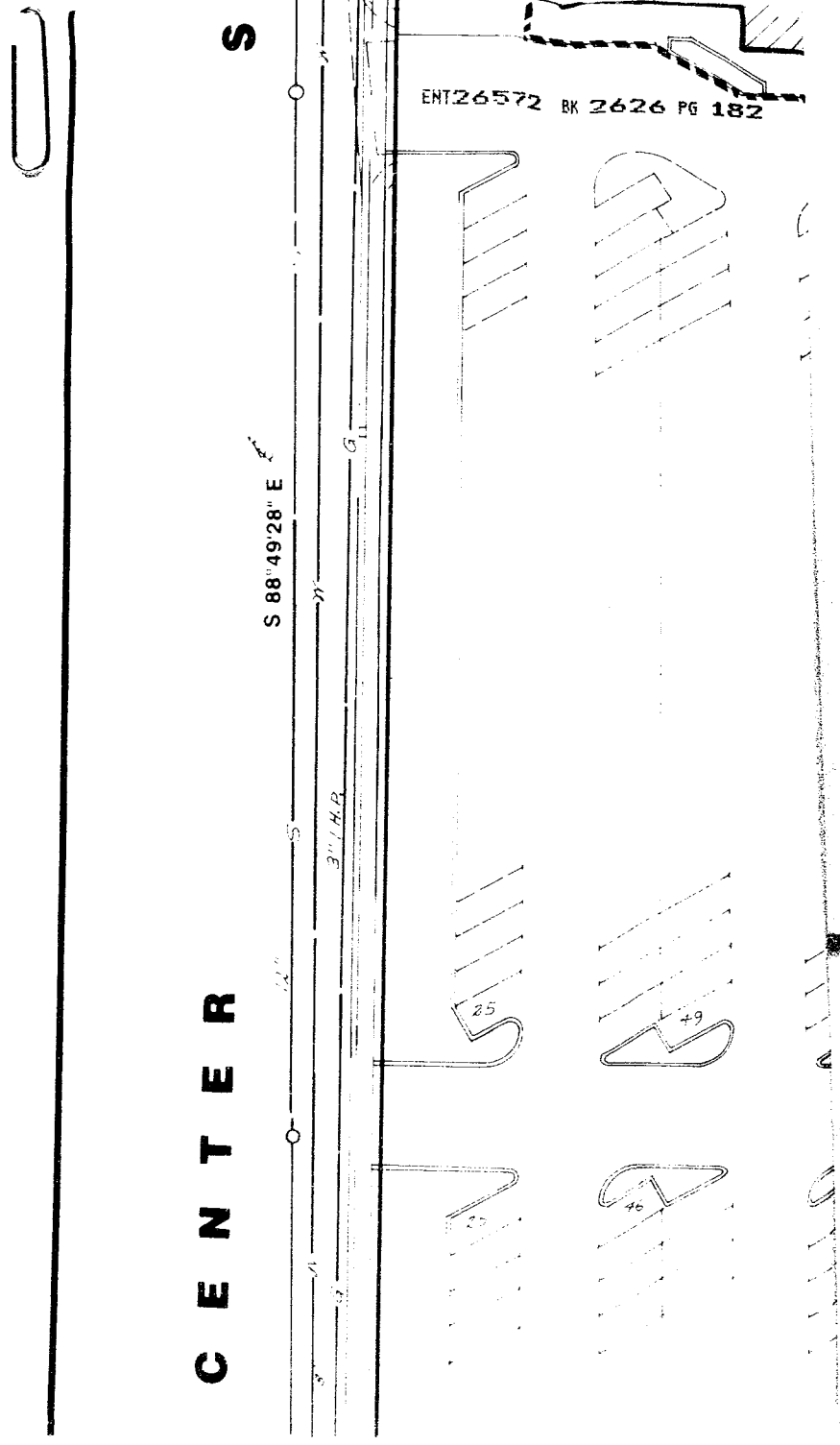
C E N T E R

S 88°49'28" E

3" H.P.

S

ENT26572 BK 2626 PG 182



T R E E T

ENT 26572 BK 2626 PG 183

S 0° 01' 4"

40'

943.66

60'

SITE WORK

40'

0

