

WHEN RECORDED PLEASE RETURN TO:

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21 FEBRUARY 89 04:44 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
REC BY: D DANGERFIELD , DEPUTY

CROSS-EASEMENT AGREEMENT
(Site No. 15 - Salt Lake City, Utah)

4738354

THIS AGREEMENT (the "Agreement") made this 21st day of February, 1989, by and between SHOPKO STORES, INC. a Minnesota corporation, doing business in Utah as Uvalko Shopko Stores, Inc. ("Shopko"), THE HAWS LEASURE COMPANIES, a Utah limited partnership, ("Developer") and JOHN N. PARAS, also known as JOHN PARASKEVOPULOS and JEAN PARAS, also known as JEAN PARASKEVOPULOS, husband and wife, ("Paras").

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

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

WHEREAS, Paras is the owner of certain parcels of real estate located in Salt Lake County, Utah, described on Exhibit "3" attached hereto (the "Paras Sites"); and

WHEREAS, the parties hereto desire to develop and utilize the Shopko Site, the HLC Site and the Paras Sites (hereinafter sometimes referred to as "Site" and collectively referred to as the "Entire Parcel" or the "Shopping Center") 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,

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across and through the Entire Parcel, the Common Areas (as hereinafter defined) 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, and their respective heirs, successors and assigns (including mortgagees) who acquire interests in the Entire Parcel and any person who shall be from time to time entitled to the use and occupancy of space located within the Entire Parcel under any lease, sublease, license or concession agreement, or other instrument or arrangement under which such rights are acquired.

1.02. Common Areas. The term "Common Areas" shall mean and include all parts of the Entire Parcel which are such areas as are from time to time devoted primarily to parking, approaches, exits, entrances, sidewalks, exterior landscaping, incidental and interior roadways, service roads and other similar areas; the term shall not include any portions of the Entire Parcel on which buildings are constructed from time to

time pursuant to the provisions hereof. Common Areas shall extend to the exterior building walls.

1.03. Permittees. The term "Permittees" shall mean and refer to all Occupants and all customers, employees, suppliers, 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 "4".

1.05. Owners. The term "Owners" shall have the meaning that is set forth for such term in Section 2.01 of this Agreement.

1.06. Net Building Floor Area. The term "Net Building Floor Area" shall have the meaning that is set forth for such term in Section 2.01.7 of this Agreement.

1.07. Benefited Site and Burdened Site. The terms "Benefited Site" and "Burdened Site" shall have the meanings that are set forth for such terms in Section 3.01 of this Agreement.

1.08. Outlots or Pads. The terms "Outlots" or "Pads" shall mean and refer to those outlots that are shown on the Site Plan and that are described more particularly on Exhibit "5" that is attached hereto. Except as is specifically provided otherwise in this Agreement, for the purposes of this Agreement the HLC Site shall be treated as a Pad rather than as a Site.

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ARTICLE II

Easements

2.01. Grant of Easements. Shopko, Paras and the Developer hereby grant each 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 burdening the Common Areas of the Sites (and as to Section 2.01.3 also burdening the Entire Parcel) for the benefit of each of the other Sites and for use by the Owners and their respective Permittees, without payment of any fee or charge, except as otherwise agreed in writing among 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; and (iii) the parking areas now and hereafter located on the Entire Parcel; and for pedestrian traffic 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.

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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 and (ii) the public streets and alleys now and hereafter abutting or located on any portion of the Entire Parcel; limited, however, to those portions of each Site which are improved by the Owner thereof from time to time for vehicular accessways and made available by such Owner for general use, 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 Benefited Site which desires to claim the benefit of the foregoing easement for common components and encroachments will be entitled to exercise such right on the following conditions:

(a) The Owner of the Benefited Site will submit plans and specifications showing the improvements proposed to be constructed on the Benefited Site to the Owner of the Burdened Site which will be burdened

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by the easements hereby created for approval of such plans and specifications by the Owner of the Burdened Site.

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

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

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

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(f) The Owner of the Burdened Site agrees on the written request of the Owner of the Benefited Site, to execute and deliver an instrument in recordable form legally sufficient to evidence 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 (a) 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; (b) the Owners shall use their best efforts to cause all Utility Facilities on a Site to be installed prior to the paving of the Common Area of the Site; (c) no Utility Facilities shall be installed within the boundaries of any Outlot or within building areas for "in-line"

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shop space and anchor space that is shown on the Site Plan without receiving the prior written consent of the Owners of such portions of the Entire Parcel; (d) the size and location of such Utility Facilities shall comply with an overall utility plan for the development of the Entire Parcel; and (e) in exercising its rights under the easements granted by this section, any Owner of a Benefited Site who goes, or causes his agent or any utility company to go, upon any other Owner's Site or Pad shall (i) exercise such rights in a manner that under the circumstances is the least disruptive to the Owner of the Burdened Site and such Owner's Permittees; (ii) exercise such rights with due regard for the safety of all Permittees; and (iii) cause any damage to improvements on the Burdened Site (including, without limitation, paving of Common Areas) to be repaired and restored as nearly as practicable to the prior condition of such improvements. 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: (v) 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; (w) such relocation will not unreasonably interrupt any utility service to the improvements then located on the Benefited Site(s); (x) the Owner of the Burdened Site shall repair and restore the Burdened Site as

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nearly as practicable to the prior condition of improvements thereon; (y) such relocation will not reduce or unreasonably impair the usefulness or function of the Utility Facilities to be relocated; and (z) all costs of such relocation, repair and restoration will be borne by the Owner relocating the Utility Facilities.

2.01.5. Access Easements. Nonexclusive easements in accordance with the traffic lanes and accessways 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 rocks, reconstruction, storage of supplies and materials, installation, replacement, modification, care and maintenance; provided, however, that such use of a Burdened Site (a) is reasonably necessary; (b) will be diligently prosecuted in accordance with sound construction practices; (c) will not unreasonably interfere with the use of the Burdened Site or the improvements thereon; and (d) will avoid unnecessary construction debris, construction equipment or trailers, building supplies, vehicles of contractors or construction personnel or privies on Common Areas after they have been paved.

2.01.7. Parking Easements. Nonexclusive easements in and to those parking areas that from time to time form part of

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the Common Areas for access to and to use for vehicular parking purposes. The parking areas shall consist of at least 5.5 parking spaces for each 1,000 square feet of Net Building Floor Area in the Entire Parcel. In this Agreement the term "Net Building Floor Area" shall mean and refer to gross building floor area less (a) penthouse and mezzanine areas used for mechanical, electrical, telephone and other operating equipment, (b) patio or outside sales areas, (c) loading docks, or (d) 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, and the Owners may provide by separate agreement among themselves for reasonable regulation of employee parking, access for deliveries and traffic flow in order to insure maximum customer access to the retail space located on the Entire Parcel.

2.01.8. Lighting Facilities Easement. Nonexclusive easements for access to and use by the Owners and Occupants of any Site to the light poles located in Common Areas 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 Areas on any of the Sites.

2.01.9. Fire and Emergency Access. A nonexclusive easement for pedestrian and vehicular access, ingress and egress over, across, on and through the Common Areas for fire

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protection and emergency services.

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. Signage. Non-exclusive easements for the installation, use, operation, maintenance, repair, replacement and removal of pylon, monument and other signs at the locations that are shown on the Site Plan; provided, however, that any Owner's use of this easement shall comply with the sign criteria that are attached to this Agreement as Exhibit "6".

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 that is prepared by Developer; and (b) following the construction of Common Areas and buildings on a Benefited Site no Owner of the Benefited 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 of 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

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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, however, that (a) 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; (b) nothing contained herein shall prohibit Shopko from maintaining an outdoor lawn and garden area in the Common Area as designated on the Site Plan; and (c) nothing that is contained in this section shall prevent the Owner of any Pad (including the Owner of the HLC Site) from installing, maintaining or replacing curbs, islands, landscaping or other improvements at the perimeters of such Pad consistent with the location of buildings on the Pad.

ARTICLE III

Nature of Easements and Rights Granted

3.01. Benefits and Burdens of Easements. 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 portions of the Entire Parcel which are benefited shall constitute the dominant estate (the "Benefited Sites"), and the particular areas of the Entire Parcel which respectively are burdened by such easements and rights shall constitute the servient estate (the "Burdened Sites").

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3.02. 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 Owners of the respective Benefited Sites and derivatively their respective Occupants and Permittees;

(b) Create mutual equitable servitudes upon each Burdened Site 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 with respect to such portion.

3.03. Assumption of Obligations by Future Grantees. 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 any portion of the Entire Parcel shall be deemed to:

(a) Require the prospective grantee to agree not to use, occupy or allow any lessee or occupant of such

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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 portion of the Entire Parcel which will be conveyed to each grantee, such agreement in each case to be evidenced by a written instrument executed, acknowledged and recorded in the Office of the Recorder of Salt Lake County, Utah.

Notice of each such conveyance and agreement shall be served by the conveying party upon each party or entity then owning fee title to any part of the Entire Parcel within ten (10) days after such conveyance. The notice shall be accompanied by a copy of the conveyance and assumption agreement. Upon such assumption by the new grantee and the service of proper notice, the conveying party shall thereupon be released from any future obligation under this Agreement with respect to the parcel so conveyed to the new 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

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mortgagee actually takes possession of a portion of the Entire Parcel in connection with a mortgage foreclosure action, power of sale under a trust deed or a deed in lieu of foreclosure.

ARTICLE IV

Maintenance of Common Areas

4.01. Except as such maintenance obligations might otherwise be provided for in a separate agreement among the Owners, each Owner shall maintain the Common Areas from time to time located on its Site or Pad. Such maintenance shall include, but shall not be limited to, the following from and after the date of the initial installation of the Common Areas on a Site or Pad:

(a) Maintaining, repairing and replacing the asphalt and concrete surfaces and subsurfaces in parking, driveway and sidewalk areas in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, appearance, use and durability;

(b) Promptly removing all ice and snow to the extent reasonably required to carry on retail business in and to provide for the access and safety of users of the Shopping Center; removing all papers, debris, filth and refuse and other hazards; and thoroughly sweeping the Common Area to the extent reasonably necessary to keep it in a clean and orderly condition;

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(c) Placing, keeping in repair and replacing any necessary entrance, exit and other appropriate directional signs, markers and lines;

(d) Operating, keeping in repair and replacing when necessary, such artificial lighting facilities as shall be reasonably required;

(e) Maintaining all grass, shrubs and landscaped areas, including those in public rights-of-way that are on or adjacent to the perimeter of the Shopping Center, and including but not limited to, fertilizing, watering, mowing, trimming, repairing automatic sprinkler systems, irrigation wells and water lines, and making replacements of shrubs and other landscaping as is necessary;

(f) Maintaining and repairing any and all perimeter walls or fences, common storm drains and facilities for surface drainage, whether on or off-site, utility lines, irrigation lines, sewers and other services which are necessary for the operation of the buildings and improvements within the Shopping Center, including the cost of complying with drainage district requirements;

(g) Maintaining, repairing, cleaning out and replacing irrigation ditches, pipes, canals and rights of way located within the Shopping Center;

(h) Such painting, restriping and repainting as

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may be required to maintain the parking areas, directional indications and equipment thereon in high quality condition; and

(i) Keeping in repair, maintaining and replacing when necessary any pylon, monument or other signs; provided, however, that (i) the facia of any such pylon signs shall be supplied and maintained by the businesses that are advertised on such facia and (ii) the cost of maintaining such signs shall be allocated as set forth in Section 4.03(i) of this Agreement.

4.02. Correction of Deficiencies. In the event that any Owner shall fail to properly maintain that portion of the Common Area which is from time to time located on its portion of the Entire Parcel (such party being herein referred to as the "Defaulting Party"), any other Occupant (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

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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 of correcting such Deficiencies to the Nondefaulting Party.

4.03. Costs of Maintaining Easement Areas. Except as the Owners might otherwise provide by a separate agreement among themselves, the costs of maintaining the Common Areas shall be borne by the Owners as follows:

(a) 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.

(b) The operation and maintenance of the common component and encroachment easements created by Section 2.01.3 of this Agreement and the payment of

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the expenses associated therewith will be governed by the terms of Section 2.01.3 in the absence of specific agreement between the Owners of the Benefited Site(s) and the Burdened Site(s).

(c) 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 Benefited Site(s) which are serviced by such Utility Facilities in the ratio which the gross floor area of the improvements located on each Benefited Site bears to the total gross floor area of the improvements located on all Benefited Sites; provided, however, that each Owner will pay all costs associated with the operation and maintenance of Utility Facilities and the consumption of utility services which relate solely to the improvements located on a single Site or Pad and no other Owner will have any liability with respect thereto.

(d) No costs of operation and maintenance are associated with the easements provided by Section 2.01.5.

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(e) The costs of operation and maintenance of the easements provided by Section 2.01.6 shall be borne by the Owner of the Benefited Site.

(f) The costs of operation and maintenance of the parking areas burdened by the easements provided by Section 2.01.7 shall be borne by the Owner of the Burdened Site.

(g) The cost of operation and maintenance of the easements provided by Section 2.01.8 shall be borne by the Owners of the Benefited Sites.

(h) No costs of operation and maintenance are associated with the easements provided by Sections 2.01.9 and 2.01.10.

(i) The costs of maintaining and repairing the signs that are described in section 2.01.11 shall be borne as follows: (i) if only one Occupant uses a sign, then such Occupant shall pay the entire cost for such sign; (ii) if a sign is used by more than one Occupant, then each Occupant shall pay an equal share of the costs for such sign; (iii) signs for the Shopping Center as a whole shall be paid for by the Owner of the Site on which the sign is located.

(j) The costs of operation and maintenance of catch basins, waterways and other storm water surface drainage facilities provided for in section 2.01.12 shall be borne by the Owner of the Site on which the drainage facilities are located.

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(k) Each Owner of any Site or Pad shall pay or cause to be paid when due, to the appropriate taxing authority, all real property taxes and assessments that are assessed against the Owner's Site or Pad, including all portions of the Common Areas within the boundaries of such Site or Pad. Special assessments may be paid in installments as they accrue.

ARTICLE V

Enforcement - Injunctive Relief

5.01. Damages and Equitable Relief. In the event of any violation or threatened violation by any Owner 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 Owners or Occupants, 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, by way of a temporary restraining order, a preliminary injunction and/or a permanent injunction, the Owners acknowledging that any breach or threatened breach of this Agreement by an Owner or Occupant will subject the other Owners and Occupants to material, immediate and irreparable injury, without an adequate remedy at law. Prior to the commencement of any action for damages, thirty (30) days written notice of the violation will be given to all other parties to this Agreement or their successors (as evidenced by the notices described in

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Section 3.03) and to the persons or entity guilty of such violation or threatened violation.

5.02. Notice and Opportunity to Cure. Subject to the provisions of section 5.01 of this Agreement, a party will not be deemed to 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.

5.04. Costs of Enforcement. If any Owner defaults in the performance of any of its covenants or obligations that are contained herein, then the defaulting Owner (or the Owner that does not prevail in litigation) shall pay all costs and expenses of the nondefaulting Owner (or the prevailing Owner in litigation), including reasonable attorneys' fees, which may arise or accrue from the enforcement of this Agreement, or in pursuing any remedy provided hereunder or by the statutes or

other laws of that State of Utah, whether such costs and expenses are incurred with or without suit; before or after judgment; in any appeal; or in any proceedings under any present or future federal bankruptcy act or state receivership act.

ARTICLE VI

Restrictions on Development

6.01. Development Pursuant to Site Plan. It is agreed that the Entire Parcel shall be developed and utilized consistently with the Site Plan, (including, but not limited to, the location of parking spaces, striping, lanes, driveways, accessways and sidewalks), subject to the following conditions:

(a) Notwithstanding the northern boundaries of the Sites or the proposed building areas of "in-line" shop space and anchor space that are shown on the Site Plan (which building areas comprise all building areas shown on the Site Plan other than the buildings that might be constructed on Pads), an Owner may increase the area of any Site (other than the HLC Site) that is owned by the Owner and may increase or alter the size, width or depth of "in-line" shop space or anchor space on a Site upon strict compliance with each of the following conditions:

1. An area to be added to the Site (the "Increased Area") must be adjacent to the northern boundary of the Site.

2. The zoning classification of the

Increased Area must conform to or be consistent with the zoning classification for the Entire Parcel, and to the extent that such approval is necessary, all governmental authorities having jurisdiction over the Entire Parcel must approve the modification of the Site Plan in order to include the Increased Area.

3. The front line of the building on the Site, which faces the parking area portion of the Common Area (as shown on the Site Plan), may not be moved without the consent of the Owners pursuant to the provisions of Section 11.03 of this Agreement.

4. The parking ratio that is required to be maintained for the Entire Parcel pursuant to the provisions of section 6.03 of this Agreement must continue to be maintained despite the increase of the Net Building Floor Area that is attributable to an increase in the size of improvements on the Site.

5. For deliveries and other purposes, an accessway between the northern boundary of the Site and the building on the Site must be maintained.

6. The liens of any mortgages, trust deeds, or other security instruments that burden

the Increased Area must be subordinated to the provisions of this Agreement, as it may be amended from time to time.

Upon the satisfaction of each of the foregoing conditions, the Owner of the Site shall execute, acknowledge and record in the records of the Salt Lake County, Utah Recorder a notice that the Increased Area has been added to the Entire Parcel. From and after the date of recording such notice, the Increased Area shall become part of the Entire Parcel and shall be subject to and shall be bound by all of the provisions of this Agreement as if the Increased Area had been part of the Entire Parcel from the date hereof. The provisions of this Section 6.01 (a) are not applicable to any Pad.

(b) So long as the restrictions that are set forth in Section 6.04 of this Agreement (relating to building heights and the maximum amount of gross building area for Pads) and Exhibit "5" (sign criteria) are complied with, the Owner of any Pad may locate, relocate and remove any buildings, Common Area improvements, curbs, parking areas, accessways, lanes, driveways, sidewalks, signage and other improvements within the boundaries of the Pad as the Owner, in the Owner's sole discretion, shall determine from time to time.

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(c) When any building is constructed on a Pad or Site, the Common Areas on such Pad or Site shall be simultaneously improved (if such Common Area improvements have not been previously installed) at the expense of the Owner of the Pad or Site; provided, however, that an Owner constructing a building on a site shall not be required to (but may) construct Common Area improvements on Pads located within the boundaries of the site if the Pad is not being simultaneously improved with buildings.

(d) The Entire Parcel may be developed in separate stages, so long as sufficient portions of Common Areas are improved in conjunction with the construction of buildings so that improved parking areas will satisfy the parking ratio that is described in Section 6.03 and so long as all buildings constructed by or on behalf of any Owner have access to all public streets contiguous to its Site as shown on the Site Plan.

(e) The location of a Pad may be altered only with the consent of the Owners pursuant to the provisions of Section 11.03 of this Agreement.

(f) The Site Plan may be modified with the consent of the Owners pursuant to the provisions of Section 11.03 of this Agreement.

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6.02. Exclusive Use for General Merchandise Discount Department Store. 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 such stores are listed in the most current edition from time to time of the Directory of Discount Department Stores published by Business Guides, Inc., Division of Lebar-Friedman, Inc., or a like successor publication), pharmacy, drugstore, dental clinic or optical center. This restriction shall not be deemed to prevent or prohibit the following: (a) any sale of health and beauty aid items which are customarily sold from other types of retail stores; (b) other Sites or Pads from being leased, occupied or used for the sale of miscellaneous items similar to those which may be sold by Shopko; or (c) the operation of a pharmacy or drugstore within and incidental to the operation of a retail grocery store on the Entire Parcel, provided that such retail grocery store is a chain store which has pharmacies or drugstores as part of its customary retail operations in a majority of its stores. This restriction may be waived solely by Shopko or its successor-in-interest that holds fee simple title to the Shopko Site (other than Pads A, B and C) in writing by an instrument recorded in the Office of the Recorder for Salt Lake County, Utah.

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6.03. Parking Ratio. It is agreed that a parking ratio of not fewer than 5.5 parking spaces per 1,000 square feet of constructed Net Building Floor Area will be maintained on the Entire Parcel unless condemnation makes maintenance of this parking ratio of ground level parking impossible with the amount of then-existing development on the Entire Parcel.

6.04. Outlot Restrictions. It is agreed that development of the Outlots shall be restricted in accordance with the following limitations:

<u>Outlot</u>	<u>Building Height Restriction (Above Finished Grade)</u>	<u>Building Ground Cover Restriction</u>
A	20 feet plus up to 2 feet for HVAC	7000 sq. ft.
B	20 feet plus up to 2 feet for HVAC	4000 sq. ft.
C	20 feet plus up to 2 feet for HVAC	5000 sq. ft.
D	20 feet plus up to 2 feet for HVAC	5000 sq. ft.
E	20 feet plus up to 2 feet for HVAC	5000 sq. ft.
F	20 feet plus up to 2 feet for HVAC	5000 sq. ft.

6.05. Access Points. No curbcuts, adjoining public highways and no public highway access points shown on the Site Plan shall be altered, modified, vacated or discontinued in any manner whatsoever without the written approval of the Owners pursuant to the provisions of Section 11.03 hereof, unless the same are modified by condemnation proceedings or proceedings in lieu thereof.

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6.06. Prohibited Uses. No portion of the Entire Parcel (including any Site or Pad) may be used for any of the following purposes: hotel; motel; car wash; rental car office or agency; auto court; motor vehicle or motor home dealership; bowling alley; training facilities; skating rink; convenience store; "Superbar," which shall mean a business having a liquor license and occupying more than 10,000 square feet of Net Building Floor Area; or warehouse (except a warehouse in conjunction with other permitted uses under this Agreement for the stocking of inventory, equipment and supplies).

6.07. Exclusive Use for Grocery Store. It is agreed that for so long as the "Grocery Parcel" (as described in Exhibit 3 to this Agreement and as shown on the Site Plan) is used for the operation of a retail grocery store (the "Supermarket Building"), no portion of the Entire Parcel, other than that portion of the Grocery Parcel that is not included within boundaries of Outlots, may be used for the purpose of a retail grocery store; provided, however, that notwithstanding such restriction but subject to the provisions of section 6.08 of this Agreement, portions of the Entire Parcel may be used for the following uses (such uses being referred to herein as "Ancillary Food Uses"): bars, restaurants, delicatessens, "fast-food" restaurants, candy shops, sandwich shops, and fountain or ice cream stores and provided that this restriction shall not be deemed to prevent or prohibit any sale of snack or confectionary items or health and beauty aid items by a general merchandise discount department store.

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6.08. Limited Uses. Buildings to be constructed on the Entire Parcel may be used only for (a) commercial retail purposes; (b) the sale of services to the general public; and/or (c) other uses customary to a retail shopping center that are not expressly prohibited by the provisions of this Agreement. No theater shall be located within 300 feet of the Supermarket Building located on the Grocery Parcel or the general merchandise discount department store building located on the Shopko Site. No portion of the Entire Parcel may be used for Ancillary Food Uses (as defined in Section 6.07 of this Agreement) within 100 feet from the front door of the Supermarket.

6.09. Design and Construction. All buildings within the Shopping Center shall be designed and constructed so that (a) their exterior elevations and appearances will be architecturally and aesthetically compatible with one another and (b) they conform to sound architectural and engineering standards. So long as Developer owns fee simple title to any portion of the Entire Parcel, Developer must approve the designs and elevations for any proposed building that is to be constructed on any portion of the Entire Parcel other than the Shopko Parcel, which approval shall not be unreasonably withheld and shall be governed by the standards that are set forth in this section.

6.10. Installation of Common Area Improvements by Other Owners. Any Owner (the "Installing Owner") may improve, or cause to be improved, the Common Areas of Sites and Pads that

are owned by any other Owner (the "Common Area Owner"), subject to the following conditions:

(a) All improvements shall be installed in accordance with (i) the Site Plan; (ii) appropriate topographical, drainage, utility and other master plans for the Entire Parcel that might be prepared from time to time by Developer; and (iii) zoning, building code and other requirements that are imposed by any governmental entity having jurisdiction over the Entire Parcel.

(b) If an Installing Owner elects to install Common Area improvements on a Common Area Owner's Site or Pad in advance of the time that the Common Area Owner had scheduled to install such improvements, then the Installing Owner shall pay for the entire cost of such installation and shall not be entitled to reimbursement therefor from the Common Area Owner until such time as the Common Area Owner utilizes the Common Area on which the improvements, at which time the Common Area Owner shall reimburse the Installing Owner for the cost of the improvements.

(c) Subject to the Installing Owner's right of reimbursement that is set forth in Section 6.10(b) of this Agreement, the Installing Owner shall indemnify the Common Area Owner against all claims, costs and expenses that might be incurred by the Common Area

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Owner in connection with the Installing Owner's installation of such Common Area improvements pursuant to the provisions of this section.

(d) Prior to installing such Common Area improvements, the Installing Owner shall give the Common Area Owner thirty (30) days advance written notice of the Installing Owner's intent to improve such Common Areas and shall submit to the Common Area Owner drawings and specifications for the proposed improvements.

6.11. Parcelization. No portion of the Entire Parcel may be subdivided and no subparcels may be conveyed or created on the Entire Parcel except for (a) the Pads and Sites that are shown on the Site Plan; (b) relocations of Pads pursuant to the provisions of Section 6.01(e) of this Agreement; (c) the conveyance of small strips or areas from the Owner of one Site or Pad to the Owner of another Site or Pad in order to make minor adjustments or accommodate development; or (d) modifications that might be approved by the Owners pursuant to the provisions of Section 11.03.

ARTICLE VII

Sign Criteria

7.01. Each Owner and Occupant shall adhere to such of the sign criteria applicable to its respective Site or Pad that are set forth in Exhibit "6" attached hereto as is permitted by law.

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ARTICLE VIII

Mutual Indemnification

8.01. Each Owner and Occupant, 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 Owner 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 (a) the failure by such Party to maintain its portion of the Entire Parcel in a safe and proper condition or (b) the use by the Owner of a Benefited Site of Utility Facilities located upon a Burdened Site. Each Owner and Occupant shall give each other Owner prompt and timely notice of any claim made or suit or action commenced which, in any way, could result in creating indemnification obligations hereunder.

ARTICLE IX

Insurance and Subrogation

9.01. Unless the Owners provide otherwise by separate agreement, each Owner shall obtain and maintain all risk insurance covering all of the buildings and improvements now or hereafter located on its Site or Pad, in an amount equal to ninety percent (90%) of the full replacement cost thereof. Unless the Owners provide otherwise by separate agreement, each Owner shall also obtain and maintain comprehensive public

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liability insurance covering injuries to persons and property on, in or about its Site (including Common Areas on the Site), with a combined single limit of not less than Five Million Dollars (\$5,000,000.00) and with a deductible not in excess of One Hundred Thousand Dollars (\$100,000.00). All such policies of insurance shall be issued by solvent and responsible insurance companies authorized to do business in the State of Utah; shall contain a waiver of the right of subrogation; shall name each Owner as an insured, as each Owner's interest may appear; and shall provide that such insurance may not be canceled without giving each insured at least thirty (30) days written notice prior to the effective date of cancellation. At the request of any Owner, each Owner shall supply each other Owner with either copies of the insurance policies that such Owner is required to maintain pursuant to the provisions of this section or a certificate of insurance evidencing the same. An Owner may have any Occupants who occupy the Owner's Pad or Site to maintain the policies of insurance that are required of the Owner pursuant to the provisions of this section. If there is any damage or destruction to any improvement that is located in the Shopping Center, then the Owner of such damaged improvement shall promptly remove the debris and use insurance proceeds for the repair and reconstruction of such improvements, and the same shall promptly be repaired and reconstructed as near as practicable to the condition of same immediately prior to such damage. Any amounts of the proceeds not needed for the repair

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and replacement that can be reasonably made shall be retained and shall be the sole property of the Owner of the building or improvement damaged, subject to the provisions of any mortgage or deed of trust encumbering the damaged portion of the Entire Parcel. In addition to the foregoing, 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 Owner or Occupant, and (b) such Owner or Occupant is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then such Owner or Occupant hereby releases each other Owner from any liability it may have on account of loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and hereby waives any right of subrogation in excess of a deductible under such insurance (which deductible may not be in excess of \$100,000.00 per occurrence) which might otherwise exist in or accrue to any person on account thereof.

ARTICLE X

Condemnation

10.01. If all or any part of the Entire Parcel is condemned or taken by any duly constituted authority for a public or quasi-public use or purchased by a public authority in lieu of condemnation proceedings, 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 (or the Owner's designee) and no claim thereto shall be made by any

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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 Owners of other Sites or Pads resulting from the severance of the appurtenant Common Areas so condemned or taken. Nothing that is contained in this section shall prevent any Occupant from making a claim against an Owner, pursuant to the provisions of any lease between such Occupant and such Owner, or with the condemning authority for all or a portion of any such award or payment. 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 portion of the Entire Parcel 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. 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, subject to the

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provisions of any mortgage or deed of trust encumbering the condemned portion of the Entire Parcel.

ARTICLE XI

Duration and Consents Required from Owners

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

11.02. Modification. 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 Recorder of Salt Lake County, Utah, which document must be executed by (a) those Owners who own eighty percent or more of the square footage (including Common Areas and Net Building Floor Areas) within the Entire Parcel and their respective mortgagees, if any; (b) the Owner of the Shopko Site (excluding any Pads that are located thereon); (c) the Owner of the Grocery Parcel (as described in Section 6.07 hereof); and (d) so long as Developer owns fee simple title to any portion of the Entire Parcel, then Developer. It shall not be necessary to obtain the consents of any other Occupants or holders of recorded interests in the Entire Parcel for such modifications or termination.

11.03. Approvals. Unless expressly provided otherwise in this Agreement, any approvals that are required to be given by the Owners hereunder shall require approval only of

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the following in order to be effective: (a) those Owners who own eighty percent or more of the square footage (including Common Areas and Net Building Floor Areas) within the Entire Parcel and their respective mortgagees, if any; (b) the Owner of the Shopko Site (excluding any Pads that are located thereon); (c) the Owner of the Grocery Parcel (as described in Section 6.07 hereof); and (d) so long as Developer owns fee simple title to any portion of the Entire Parcel, then Developer. An Owner shall not withhold its consent unreasonably and shall be deemed to have given its consent to any approval if such Owner has not responded to a request for consent within thirty-five days after the Owner has received a written request for the consent, which, if applicable, shall be accompanied by a copy of a revised Site Plan that clearly sets forth the requested modification.

ARTICLE XII

Not a Public Dedication

12.01. Nothing contained in this Agreement shall, or shall be deemed to, constitute a gift or dedication of 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 XIII

Recording

13.01. A fully executed counterpart of this Cross-

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Easement Agreement shall be recorded in the Office of the Recorder of Salt Lake County, Utah and shall be effective from and after the date of such recording.

ARTICLE XIV

Benefit

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

ARTICLE XV

Waiver

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

ARTICLE XVI

Severability

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

ARTICLE XVII

Applicable Law

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

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ARTICLE XVIII

Counterparts

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

ARTICLE XIX

Notice

19.01. All notices to the initial Owners under this Agreement shall be effective if either (a) personally delivered; (b) delivered by a guaranteed overnight delivery service, such as Federal Express; or (c) mailed certified mail, return receipt requested, as follows (unless notice of a change of address is given pursuant hereto):

A. If to SHOPKO:

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

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:

The Haws Leisure Companies
370 East South Temple, Suite 500
Salt Lake City, Utah 84111

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Copy by ordinary mail to:

Richard K. Thornton
Jardine, Linebaugh, Brown & Dunn
370 East South Temple, Suite 400
Salt Lake City, Utah 84111

C. If to PARAS:

John N. Paras and Jean Paras
4297 South Mackay Street
Murray, Utah 84107

Copy by ordinary mail to:

R. La Mar Bishop
Attorney and Counsel at Law
2040 East 4800 South, Suite 204
Salt Lake City, Utah 84117

If an Owner conveys fee simple title to any portion of the Entire Parcel to another person or entity; then notices with respect to the portion of the Entire Parcel that has been conveyed shall thereafter be sent to the acquiring Owner (and its legal counsel, if designated) at the address designated in the notice that is described in section 3.03 of this Agreement. If an Owner fails to designate such an address or fails to give such notice, then the notice may be sent to the record title holder of the Site or Pad as shown in the then current assessment records of the Salt Lake County, Utah Assessor for such Site or Pad.

ARTICLE XX


Rights and Obligations of Lenders


20.01. The charges and burdens of this Agreement are, and shall at all times be, prior and therefore superior to the lien or encumbrance of any mortgage or deed of trust that

burdens any portion of the Entire Parcel. However, a breach of any of the easements, covenants or restrictions of this Agreement shall not defeat or render invalid the lien or encumbrance of any mortgage or deed of trust. Title to any portion of the Entire Parcel that is acquired by an Owner through foreclosure of any mortgage or deed of trust, whether the foreclosure is effected by judicial proceedings, the exercise of the power of sale or a deed in lieu of foreclosure, shall be subject to all of the charges and burdens that affect the Entire Parcel pursuant to the provisions of this Agreement.

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

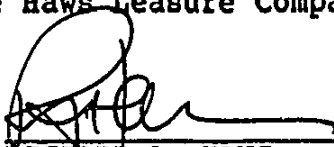
SHOPKO STORES, INC.,
a Minnesota corporation,
doing business in Utah as
Uvalko Shopko Stores, Inc.

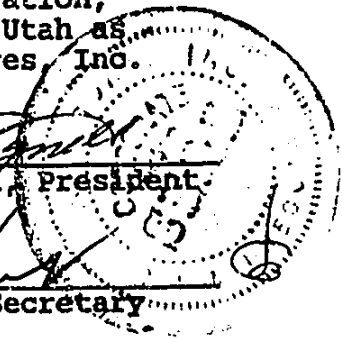
By: 
William J. Tyrrell, President

By: 
William C. Hunt, Secretary

THE HAWS LEASURE COMPANIES, a
Utah limited partnership

By: THE HAWS COMPANIES, a Utah
corporation and the
Managing General Partner of
The Haws Leasure Companies

By: 
RICHARD A. HAWS
President



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STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

On this 21st day of February, 1989, personally appeared before me RICHARD A HAWS who, being by me duly sworn, did say that he is the President of THE HAWS COMPANIES, a Utah corporation, which is the managing general partner of THE HAWS LEASURE COMPANIES, a Utah limited partnership, and that the foregoing instrument was signed on behalf of said corporation for such partnership by authority of the Corporation's bylaws or a resolution of its board of directors, and said RICHARD A. HAWS acknowledged to me that said corporation executed the same on behalf of such partnership and pursuant to authority contained in the certificate and agreement of limited partnership of the partnership.

Judith Ann Dill
Notary Public
Residing in: S.L. County, W.
My Commission expires: 1-22-90

STATE OF UTAH)
 : ss
COUNTY OF SALT LAKE)

Personally came before me this 21st day of February, 1989, John N. Paras, also known as John Paraskevopoulos and Jean Paras, also known as Jean Paraskevopoulos, to me known to be such persons who executed the foregoing instrument and acknowledged that they executed the same.

Judith Ann Dill
Notary Public
Residing in: S.L. County, W.
My Commission expires: 1-22-90

THIS INSTRUMENT WAS DRAFTED BY:

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

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SCHEDULE OF EXHIBITS TO
CROSS-EASEMENT AGREEMENT
(Site No. 15 - Salt Lake City, Utah)

<u>Exhibit</u>	<u>Description</u>	<u>Referred to in Section of Agreement</u>
1	Legal Description of Shopko Site	Recital 1
2	Legal Description of HLC Site	Recital 2
3	Legal Descriptions of Paras Sites	Recital 3
4	Site Plan	1.04
5	Legal Descriptions of Outlots/Pads	1.08
6	Sign Criteria	2.01.11

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**EXHIBIT "1" TO
SHOPKO STORES, INC.
CROSS-EASEMENT AGREEMENT
(Site No. 15, Salt Lake City, Utah)**

Legal Description of Shopko Site

November 18, 1988 (REVISED)

SHOPKO PARCEL

Beginning at a point on the North right-of-way line of 3500 South Street said point being South 89°59'22" West along the Section line 55.00 feet and North 00°00'38" West 40.00 feet from the Southeast corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence the following three courses along said right-of-way line: South 89°59'22" West 128.00 feet; South 00°00'38" East 7.00 feet; South 89°59'22" West 197.0 feet; thence leaving said right-of-way line North 00°00'38" West 117.00 feet; thence South 89°59'22" West 205.00 feet; thence North 00°00'38" West 39.0 feet; thence North 89°59'22" East 56.615 feet; thence North 00°00'38" West 465.66 feet; thence South 89°59'22" West 60.00 feet; thence North 00°00'38" West 235.33 feet; thence North 89°59'22" East 555.00 feet to the West right-of-way line of 4800 West Street; thence the following four courses along said West right-of-way line: South 00°02'08" East 707.00 feet; South 89°57'52" West 7.00 feet; South 00°02'08" East 128.01 feet; and South 45° West 21.18 feet to the point of beginning.

Contains 9.6688 Acres

ENTRANCE ROAD

Beginning at a point on the North right-of-way line of 3500 South Street said point being South 89°59'22" West along the Section line 645.0 feet and North 00°00'38" West 33.0 feet from the Southeast corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence North 00°00'38" West 117.00 feet; thence North 89°59'22" East 60.0 feet; thence South 00°00'38" East 117.00 feet to the aforementioned right-of-way line; thence along said right-of-way line South 89°59'22" West 60.0 feet to the point of beginning.

Contains 0.1612 Acres

Total Shopko Acreage 9.8300 Acres

EXHIBIT "2" TO
SHOPKO STORES, INC.
CROSS-EASEMENT AGREEMENT
(Site No. 15, Salt Lake City, Utah)

Legal Description of HLC Site

November 18, 1988 (REVISED)

PAD C

Beginning at a point on the North right-of-way line of 3500 South Street said point being South 89°59'22" West along the Section line 380.0 feet and North 00°00'38" West 33.0 feet from the Southeast corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence along said right-of-way line South 89°59'22" West 205.00 feet; thence leaving said right-of-way line North 00°00'38" West 117.0 feet; thence North 89°59'22" East 205.0 feet; thence South 00°00'38" East 117.0 feet to the point of beginning.

Contains: 0.5506 Acres

EXHIBIT "3" TO
SHOPKO STORES, INC.
CROSS-EASEMENT AGREEMENT

(Site No. 15, Salt Lake City, Utah)

LEGAL DESCRIPTIONS OF PARAS SITES

The legal descriptions of the Paras Sites are set forth on Exhibits 3-1 through 3-6, inclusive, that are attached hereto.

The legal descriptions of "Retail Shops A," which is set forth on Exhibit 3-1, and "Pad D," which is set forth on Exhibit 3-2, collectively form one Site for the purposes of this Agreement.

Exhibit 3-1

November 18, 1988 (REVISED)

RETAIL SHOPS A

Beginning at a point which is South 89°59'22" West 585.0 feet and North 00°00'38" West 150.0 feet from the Southeast corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'22" West 152.38 feet; thence North 00°00'38" West 304.98 feet; thence North 36°00'38" West 60.0 feet; thence North 53°59'22" East 43.59 feet; thence North 00°00'38" West 133.19 feet; thence North 89°59'22" East 60.0 feet; thence North 53°59'22" East 110.00 feet; thence South 00°00'38" East 72.33 feet; thence North 89°59'22" East 60.0 feet; thence South 00°00'38" East 465.66 feet; thence South 89°59'22" West 56.615 feet; thence South 00°00'38" East 39.0 feet to the point of beginning.

Contains 2.4929 Acres

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Exhibit 3-2

November 18, 1988 (REVISED)

PAD D

Beginning at a point on the North right-of-way line of 3500 South Street, said point being South 89°59'22" West along the Section line 645.0 feet and North 00°00'38" West 33.0 feet from the Southeast corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence along said right-of-way line South 89°59'22" West 141.0 feet; thence leaving said right-of-way line North 00°00'38" West 117.0 feet; thence North 89°59'22" East 141.0 feet; thence South 00°00'38" East 117.0 feet to the point of beginning.

Contains 0.3787 Acres

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Exhibit 3-3

February 8, 1989 (Revised)

GROCERY PARCEL (PHASE II)

Beginning at a point on the North right-of-way line of 3500 South Street, said point being South 89°59'22" West along the Section line 978.0 feet and North 00°00'38" West 33.0 feet from the Southeast corner of Section 25, Township 1 South, Range 2 West Salt Lake Base and Meridian and running thence North 00°00'38" West 117.00 feet; thence South 89°59'22" West 148.00 feet; thence North 00°00'38" West 30.00 feet; thence North 89°59'22" East 68.62 feet; thence North 00°00'38" West 464.17 feet; thence North 53°59'22" East 30.90 feet; thence North 89°59'22" East 295.00 feet; thence South 00°00'38" East 133.19 feet; thence South 53°59'22" West 43.59 feet; thence South 36°00'38" East 60.00 feet; thence South 00°00'38" East 304.98 feet; thence South 89°59'22" West 48.62 feet; thence South 00°00'38" East 117.00 feet to the aforementioned right-of-way line; thence along said right-of-way line South 89°59'22" West 192.00 feet to the point of beginning.

Contains 4.2915 Acres

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Exhibit 3-4

November 25, 1988 (REVISED)

PAD E

Beginning at a point on the North right-of-way line of 3500 South Street, said point being South 89°59'22" West along the Section line 1126.0 feet and North 00°00'38" West 33.0 feet from the Southeast corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence North 00°00'38" West 117.00 feet; thence North 89°59'22" East 148.00 feet; thence South 00°00'38" East 117.00 feet to the aforementioned right-of-way line; thence along said right-of-way line South 89°59'22" West 148.00 feet to the point of beginning.

Contains 0.3975 Acres

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Exhibit 3-5

November 25, 1988 (Revised)

JR DEPARTMENT STORE

Beginning at a point of the North right-of-way line of 3500 South Street, said point being South 89°59'22" West along the Section line 1126.00 feet and North 00°00'38" West 33.0 feet from the Southeast corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence North 00°00'38" West 147.00 feet; thence North 89°59'22" East 68.62 feet; thence North 00°00'38" West 464.17 feet; thence South 53°59'22" West 49.10 feet; thence South 89°59'22" West 98.90 feet; thence South 00°00'38" East 225.31 feet thence North 89°59'22" East 20.0 feet; thence South 00°00'38" East 357.00 feet to the aforementioned right-of-way line thence along said right-of-way line North 89°59'22" East 50.00 feet to the point of beginning.

Contains 1.4708 Acres

BOOK 6105 PAGE 945

Exhibit 3-6

February 16, 1989 (Revised)

RETAIL SHOPS C

Beginning at a point on the North right-of-way line of 3500 South Street, said point being South 89°59'22" West along the Section line 1176.00 feet and North 00°00'38" West 33.0 feet from the Southeast corner of Section 25, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence along said right-of-way line South 89°59'22" West 150.01 feet to the 1/16th Section line; thence along said 1/16th Section line North 00°03'55" West 582.31 feet; thence North 89°59'22" East 130.57 feet; thence South 00°00'38" East 225.31 feet; thence North 89°59'22" East 20.00 feet; thence South 00°00'38" East 357.00 feet to the point of beginning.

Contains 1.9056 Acres

BOOK 6105 PAGE 946

EXHIBIT "4" TO
SHOPKO STORES, INC.
CROSS-EASEMENT AGREEMENT

(Site No. 15, Salt Lake City, Utah)

SITE PLAN

See the attached site plan for the Shopping Center.

BOOK 6105 PAGE 947

**EXHIBIT "5" TO
SHOPKO STORES, INC.
CROSS-EASEMENT AGREEMENT**

(Site No. 15, Salt Lake City, Utah)

LEGAL DESCRIPTIONS OF OUTLOTS/PADS

The legal descriptions of the Pads are set forth on the following exhibits to this Agreement:

<u>Pad</u>	<u>Exhibit</u>
A	Included within Shopko Parcel (see approximate location shown on Site Plan)
B	Included within Shopko Parcel (see approximate location shown on Site Plan)
C	2
D	3-2
E	3-4
F	Included within Retail Shops C (see approximate location shown on Site Plan)

RHTD1153

EXHIBIT "6 "

TO

SHOPKO STORES, INC.

CROSS-EASEMENT AGREEMENT
(Site No. 15, Salt Lake City, Utah)

SIGN CRITERIA

1. There shall be no flashing, rotating or moving signs or markers of any type.
2. There shall be no signs painted on the exterior surface of any building or on roof tops.
3. There shall be no freestanding or pylon signs other than the pylon signs in the locations shown on the Site Plan, which shall be maintained by the Owners of the Sites or Pads on which the signs are located and which may have an attraction panel with changeable copy. All pylon signs and free standing signs shall conform with all governmental codes and ordinances. Owners of Pads and Sites may erect customary directional signs. Each Pad may contain monument signage.
4. All signs which front on the parking lot shall be (a) approximately flush with the wall of the building to which affixed; (b) of a length which does not exceed eighty (80%) percent of the linear frontage of the store upon which it fronts; and (c) of a design which is uniform with other signs similarly placed.
5. Signs may be attached to the facing surfaces of the buildings and any canopies, but shall not be suspended underneath any canopies.
6. There shall be no rooftop signs.
7. No advertising signs will be permitted at the rear of any buildings, except in the case of stores with customer entrances opening directly onto the parking areas.
8. There shall be permitted delivery and access signs in the rear of the buildings.