

DEE'S INC  
777 EAST 2100 SOUTH  
SLC UT 8410

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27 JANUARY 89 03:58 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
REC BY: D DANGERFIELD DEPUTY

4729982

FIRST AMERICAN TITLE  
R/T# 259216

**FIRST AMENDMENT**

**TO**

**AMENDED GRANT OF EASEMENTS AND COVENANTS AND RESTRICTIONS**

FOR VALUE RECEIVED, the undersigned Dee's, Inc. hereby acknowledges and amends that certain Amended Grant of Easements and Covenants and Restrictions dated September 29, 1986, and recorded August 27, 1987, as Entry No. 4514192 in Book 5955 and Pages 2890-2929 of the Salt Lake County Recorder's Office as follows:

1. Dee's, Inc. acknowledges:

(a) That it has deeded to Shopko Stores, Inc. most of Phase II and entered into a Cross-Easement Agreement with Shopko Stores, Inc. so that Phase II will be developed and operated as an integrated center with Phase I, as was anticipated in the Amended Grant of Easements and Covenants and Restrictions as herein amended.

(b) Dee's retained part of Phase II adjoining Phase I and desires to specifically include the part of Phase II retained by Dee's to be part of Phase I and included within the amended Grant of Easements and Covenants and Restrictions.

(c) Concurrently with the execution of this Amendment Dee's shall convey to Smith's Food King Properties, Inc. fee title to a substantial part of Phase

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I. Dee's will retain part of Phase I including the part of Phase II added to Phase I herein.

(d) By reason of the above it has been determined to require each owner of the fee title not only to pay for but also to perform the maintenance of the common areas included within each owner's fee title. Each owner will be free to apportion their common area costs among their respective occupants as they may determine.

2. Amendment. As a result of the above the following changes are hereby made to said Amended Grant of Easements and Covenants and Restrictions:

(a) Paragraph 4.03 shall be amended to read as follows:

4.03. Cost of Maintenance of Common Areas. All expenses of maintaining all Common Areas, including but not limited to utilities, repairing, maintaining, replacing, lighting, cleaning, ice and snow removal, drainage, landscaping, traffic directional signs, or for parking attendants or traffic regulation and control, together with the cost of liability insurance, reasonably obtained, reasonable administrative costs, plus property taxes and assessments, special assessments, fees, permits or any other common area expenses shall be paid by each Owner who may apportion them to Occupants of each owner's

property. Each owner will pay all costs associated with the operation and maintenance of Utility Facilities and the consumption of utility services which relate solely or can be identified or measured to the business or property of a particular Owner or to a particular Owner's building, even though part of the Utility Facility is physically located on another owner's property and the other Owner or Owners will have no liability with respect thereto. There shall be a combining and coordinating of some common area expenses that serve both Smith's property and the property retained by Dee's that cannot be conveniently separated, and the owner of the benefited property shall pay on demand and proof of cost by the other party its proportionate share of such expenses.

(b) Addition to Phase I. Dee's hereby adds to Phase I the following described property of Phase II that adjoins Phase I and makes it subject to the said Amended Grant of Easements and Covenants and Restrictions as amended herein:

A part of the Southwest Quarter of Section 3, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U. S. Survey: Beginning at a point arrived at by going North 0°21'28" East 53 feet and North 89°56' East 106.00 feet and North 0°21'28" East 664.26 feet along the East line of 2000 East Street and North 89°56' East 694.73 feet from the Southwest corner of said Section 3, which point is the Point of Beginning, and running thence South 0°08'55" East 240.00 feet along an existing fence, and said fence line projected; thence South 89°56' West 57.50

feet; thence South 0°08'55" East 424.25 feet to the North line of 9400 South Street; thence East along the North line of 9400 South Street 171.30 feet more or less to Southwest corner of the property deeded by Dee's, Inc. to Shopko Stores, Inc., d/b/a Uvalco Shopko Stores, Inc., dated August 25, 1987, and recorded August 27, 1987, in the Salt Lake County Recorder's Office as Entry No. 4514194 in Book 5955 at Pages 2932 and 2933, and running thence North 0°04' West 664.24 feet; thence South 89°56' West 113.80 feet more or less to the point of beginning.

(c) Addition to Shopko Property Under Cross-Easement Agreement. The parties acknowledge and agree that the following described property was acquired by Shopko Stores, Inc., and is included within the Cross-Easement Agreement with Shopko and thereby comes within the Amended Grant of Easements and Covenants and Restrictions to the extent of the reference to cross easement therein:

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

Beginning at a point South 89°56' West 1213.61 feet along the Section Line, and North 0°21'28" East 183.00 feet and North 89°56' East 150.00 feet, and North 0°21'28" East 420.48 feet from the South Quarter Corner of Section 3, Township 3 South, Range 1 East, Salt Lake Base and Meridian (said South Quarter Corner is 2661.55 feet North 89°56' East from the Southwest Corner of said Section 3); and running thence South 89°56'02" West 379.10 feet; thence North 0°04' West 113.78 feet; thence North 89°56' East 379.94 feet; thence South 0°21'28" West 113.79 feet along the West line of Sage Crest Subdivision No. 2 to the point of beginning.

Contains 0.991 Acre.

IN WITNESS WHEREOF, the parties have hereto executed this Amendment the 26<sup>th</sup> day of January, 1989.

DEE'S, INC.

Attest:

[Signature]  
Secretary

By [Signature]  
President

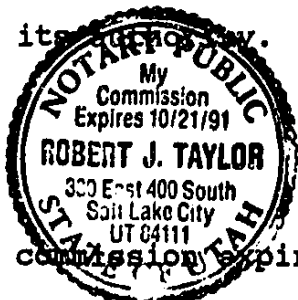
Accepted, approved and agreed to:

SMITH'S FOOD KING PROPERTIES, INC.

By [Signature]

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

Personally came before me this 26<sup>th</sup> day of January, 1989, WESLEY C. ANDERSON, President, and MAUN G. HIRSCHI, Secretary, of DEE'S, INC., to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers as the deed of such corporation, by its [Signature].



My commission expires: 10/21/91

[Signature]  
Notary Public  
Residing at: Salt Lake City

888-6100 ext 296