

**AMENDMENT NO. 4
TO CROSS-EASEMENT
AGREEMENT**
(Site No. 15 – Salt Lake City, Utah)

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12/14/2017 3:21:00 PM \$47.00
Book - 10629 Pg - 6330-6345
ADAM GARDINER
Recorder, Salt Lake County, UT
US TITLE
BY: eCASH, DEPUTY - EF 16 P.

When Recorded Return to:
Jennifer McGinnity
Sr. Corporate Counsel
ShopKo Stores Operating Co., LLC
P.O. Box 19060
Green Bay, WI 54307-9060

14-25-476-015-0000

This **FOURTH AMENDMENT TO CROSS-EASEMENT AGREEMENT** (this “**Fourth Amendment**”) is made as of the 31st day of July, 2017, by and between Bridgeport Retail – Utah, LLC, a Delaware limited liability company (“**Bridgeport**”), and 4850 Associates, LC, a Utah limited liability company (“**4850 Associates**”).

A. Bridgeport is the owner of fee title to a certain real property located in Salt Lake County, Utah, legal described on **Exhibit 1**, which is attached hereto and made a part hereof (the “**ShopKo Parcel**”); and

B. 4850 Associates is the owner of fee title to a certain real property located in Salt Lake County, Utah, legal described on **Exhibit 2**, which is attached hereto and made a party hereof (the “**4850 Associates Parcel**”); and

C. The Shopko Parcel, the 4850 Associates Parcel, the parcel owned by Durham Investments, LLC, a Utah limited liability company, legally described on **Exhibit 3**, the parcel owned by the John Prince Group, LLC, a Utah limited liability company, legally described on **Exhibit 4**, the parcel owned by Yang Properties, LLC, a Utah limited liability company, legally described on **Exhibit 5**, the parcel owned by America First Credit Union, a Utah nonprofit corporation (“**America First**”), legally described on **Exhibit 6**, and the parcel owned by Esperanza Land Holding, LLC, a Utah limited liability company (“**Esperanza**”), legally described on **Exhibit 7**, are collectively referred to herein as the “**Entire Parcel**” or the “**Shopping Center**”; and

D. The Shopping Center is subject to the terms and conditions of a Cross Easement Agreement dated February 21, 1989, and recorded February 21, 1989, as Entry No. 4738354 in Book 6146 at page 2759 of the Official Records of Salt Lake County, Utah (the “**Original Cross Easement Agreement**”), as amended by the First Amendment to Cross-Easement Agreement dated June 12, 1989, and recorded July 28, 1989, as Entry No. 4804543 in Book 6146 at Page 2759 of the Official Records of Salt Lake County, Utah (the “**First Amendment**”), as amended by the Second Amendment to Cross-Easement Agreement dated January 28, 2005, and recorded January 31, 2005, as Entry No. 9287430 in Book 9089 at Page 6268 of the Official Records of Salt Lake County, Utah (the “**Second Amendment**”), and as further amended by the Third Amendment to Cross-Easement Agreement dated December 11, 2013, and recorded January 3, 2014, as Entry No. 11784849 in Book 10203 at Page 3650 of the Official Records of Salt Lake County, Utah (the “**Third Amendment**,” together with the Original Cross-Easement, the First Amendment, and the Second Amendment, the “**Cross Easement Agreement**”) (capitalized terms used but not defined herein shall have the meaning as set forth in the Original Cross Easement Agreement); and

E. Section 11.02 of the Original Cross Easement Agreement provides for modification of the Cross Easement Agreement by a document executed by (a) those Owners who own eighty percent of 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 of the Original Cross Easement Agreement); and (d) so long as Developer owns fee simple title to any portion of the Entire Parcel then Developer; and

F. The Developer no longer owns fee simple title to any portion of the Entire Parcel. Bridgeport, Esperanza, America First and 4850 Associates represent Subsection (a) referenced in Paragraph E above, and have agreed to further amend the Cross Easement Agreement as provided herein; and

G. 4850 Associates has agreed to sell to DeMille McKay Dental, LLC (“DeMille”), the 4850 Associates Parcel, and DeMille has agreed to purchase the 4850 Associates Parcel contingent upon the execution and recording of this Fourth Amendment (hereinafter referred to as the “DeMille Parcel”); and

H. DeMille intends to develop a dental office (the “Dental Office”) on the 4850 Associates Parcel.

NOW THEREFORE, in consideration of One Dollar (\$1.00), the mutual covenants and agreement herein contained and other good and valuable consideration, the receipt, value, and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Agreement:** The parties hereto agree that the Cross Easement Agreement is amended as follows:

a. Section 1.04, Site Plan, is amended by adding the following at the end of the sentence:

“, and the DeMille Site Plan.”

b. Article I, Definitions, is amended by adding a new Section 1.10 which reads as follows:

“1.10. DeMille Site Plan. The term “DeMille Site Plan” shall mean and refer to the site plan of the DeMille Parcel attached as **Exhibit 8** to the Fourth Amendment to the Cross Easement Agreement. Provided that the DeMille Parcel is developed in accordance with the DeMille Site Plan, the development on the DeMille Parcel will be deemed to be in compliance with all provisions of this Agreement, notwithstanding anything to the contrary in the Cross Easement Agreement.”

c. Section 6.02, Exclusive Use for General Merchandise Discount Department Store, is hereby amended by deleting the first sentence thereof, and replacing it with the following:

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 Lebharr-Friedman, Inc., or a like successor publication), pharmacy, drugstore, dental clinic or optical center; provided, however, that the operation of a dental clinic shall not be prohibited on the DeMille Parcel for so long as the DeMille Parcel is owned by DeMille McKay Dental, LLC.

d. Section 6.04, Outlot Restrictions, is hereby amended by deleting the restriction for Outlot B, and replacing them with the following:

<u>Building Height Restriction (Above Finished Grade)</u>	<u>Building Ground Cover Restrictions</u>
26 feet plus up to 2 feet for HVAC	5000 sq. ft.

2. **Effect of Agreement:** All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Cross Easement Agreement. Except to the specific extent amended by this Fourth Amendment, the Cross Easement Agreement remains in full force and effect and shall remain unchanged and unmodified.

3. **Effective Date:** This Fourth Amendment shall be effective as of the day and year first written above.

4. **Entire Agreement:** This Fourth Amendment contains the entire agreement between the parties hereto with respect to the subject matter hereof and all prior negotiations, understandings or agreements are superseded.

5. **Counterparts:** This Fourth Amendment may be executed in several counterparts, each of which shall be deemed an original.

(signatures and acknowledgements to follow)

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment as of the day and year first above written.

Bridgeport Retail – Utah, LLC,
a Delaware limited liability company

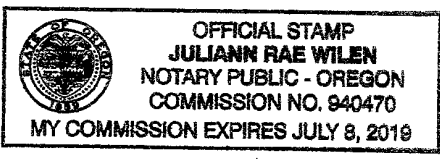
By: [Signature]

Name: Mike Kehoe

Its: managing member

State of Oregon)
County of Clackamas) :SS

The foregoing instrument was acknowledged before me the 26 day of September 2017, by Michael Kehoe, who represented to me that s/he is the managing member of Bridgeport Retail – Utah, LLC, a Delaware limited liability company.



[Signature]
Notary Public
My commission expires July 8, 2019

4850 Associates, LC,
a Utah limited liability company

By: [Signature]

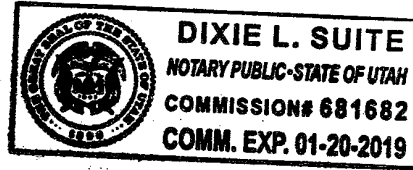
Name: Mike Stangl

Its: Manager

State of Utah)
County of Salt Lake :SS

The foregoing instrument was acknowledged before me the 31st day of July, 2017, by Mike Stangl, who represented to me that s/he is the Manager of 4850 Associates, LC, a Utah limited liability company.

[Signature]
Notary Public
My commission expires: 1-20-2019



4850 Associates, LC,
a Utah limited liability company

By: [Signature]

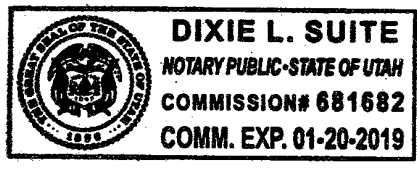
Name: Mike Stangl

Its: Manager

State of Utah
County of Salt Lake :SS

The foregoing instrument was acknowledged before me the 31st day of July 2017, by Mike Stangl, who represented to me that s/he is the Manager of 4850 Associates, LC, a Utah limited liability company.

[Signature]
Notary Public
My commission expires: 1-20-2019



America First Credit Union,
a Utah nonprofit corporation

By: Rex Rollo

Name: Rex Rollo

Its: Exec VP/CFO

State of Utah)

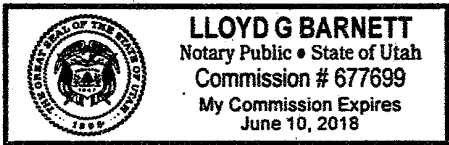
:SS

County of Weber)

The foregoing instrument was acknowledged before me the 21st day of September, 2017, by Rex Rollo, who represented to me that s/he is the Exec VP, CFO of America First Credit Union, a Utah nonprofit corporation.

Lloyd G Barnett
Notary Public

My commission expires: June 10, 2018



Esperanza Land Holding, LLC,
a Utah limited liability company

By: 

Name: Michael Wright

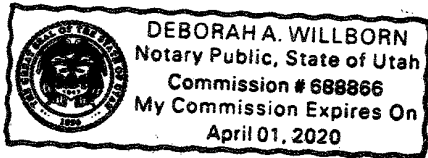
Its: manager

State of Utah)

:SS

County of Davis)

The foregoing instrument was acknowledged before me the 7th day of August, 2017, by Michael Wright, who represented to me that s/he is the manager of Esperanza Land Holding, LLC, a Utah limited liability company.



Deborah A. Willborn

Notary Public

My commission expires: April 1, 2020

EXHIBIT 1

BRIDGEPORT PARCEL

Lot 1, SHOPKO 3500 SOUTH SUBDIVISION, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder,

Tax Parcel 14-25-476-014

and

Parcel A, SHOPKO 3500 SOUTH SUBDIVISION, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

Tax Parcel 14-25-476-013

EXHIBIT 2

4850 ASSOCIATES PARCEL

Lot 2, SHOPKO 3500 SOUTH SUBDIVISION, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

Tax Parcel 12-25-476-015

EXHIBIT 3

DURHAM INVESTMENTS PARCEL

Lot 3, SHOPKO 3500 SOUTH SUBDIVISION, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

Tax Parcel 14-25-476-016

EXHIBIT 4

JOHN PRINCE GROUP PARCEL

BEGINNING SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST 380 FEET AND NORTH 0 DEGREES 00 MINUTES 38 SECONDS WEST 33 FEET FROM THE SOUTHEAST CORNER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE MERIDIAN: THENCE SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST 205 FEET; THENCE NORTH 0 DEGREES 00 MINUTES 38 SECONDS WEST 117 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST 205 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES 38 SECONDS EAST 117 FEET TO BEGINNING.

TAX PARCEL NO. 14-25-476-004

EXHIBIT 5

YANG PROPERTIES PARCEL

BEGINNING AT A POINT ON THE NORTH RIGHT OF WAY LINE OF 3500 SOUTH STREET. SAID POINT BEING SOUTH 89 DEGREES 59 MINUTES 22 SECONDS WEST ALONG THE SECTION LINE 645.0 FEET AND NORTH 00 DEGREES 00 MINUTES 38 SECONDS 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 DEGREES 59 MINUTES 22 SECONDS WEST 141.0 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE NORTH 00 DEGREES 00 MINUTES 38 SECONDS WEST 117.0 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 22 SECONDS EAST 141.0 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 38 SECONDS EAST 117.0 FEET TO THE POINT OF BEGINNING.

TAX PARCEL NO. 14-25476-006

EXHIBIT 6

AMERICA FIRST PARCEL

Lot 1, AFFCU 3500 SOUTH SUBDIVISION AMENDED, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

Tax Parcel 14-25-476-018

And

Lot 2A, AFFCU 3500 SOUTH SUBDIVISION AMENDED, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder but I can't tell you from the website if they are the owners.

Tax Parcel 14-25-476-017

EXHIBIT 7

ESPERANZA PARCEL

Lot 3, AFFCU 3500 SOUTH SUBDIVISION AMENDED, according to the official plat thereof, on file and record in the Office of the Salt Lake County Recorder.

Part of Tax Parcel 14-25-476-017

And

Parcel A, AFFCU 3500 SOUTH SUBDIVISION AMENDED, according to the official plat thereof, on file and of record in the Office of the Salt Lake County Recorder.

Part of Tax Parcel 14-25-476-017

EXHIBIT 8

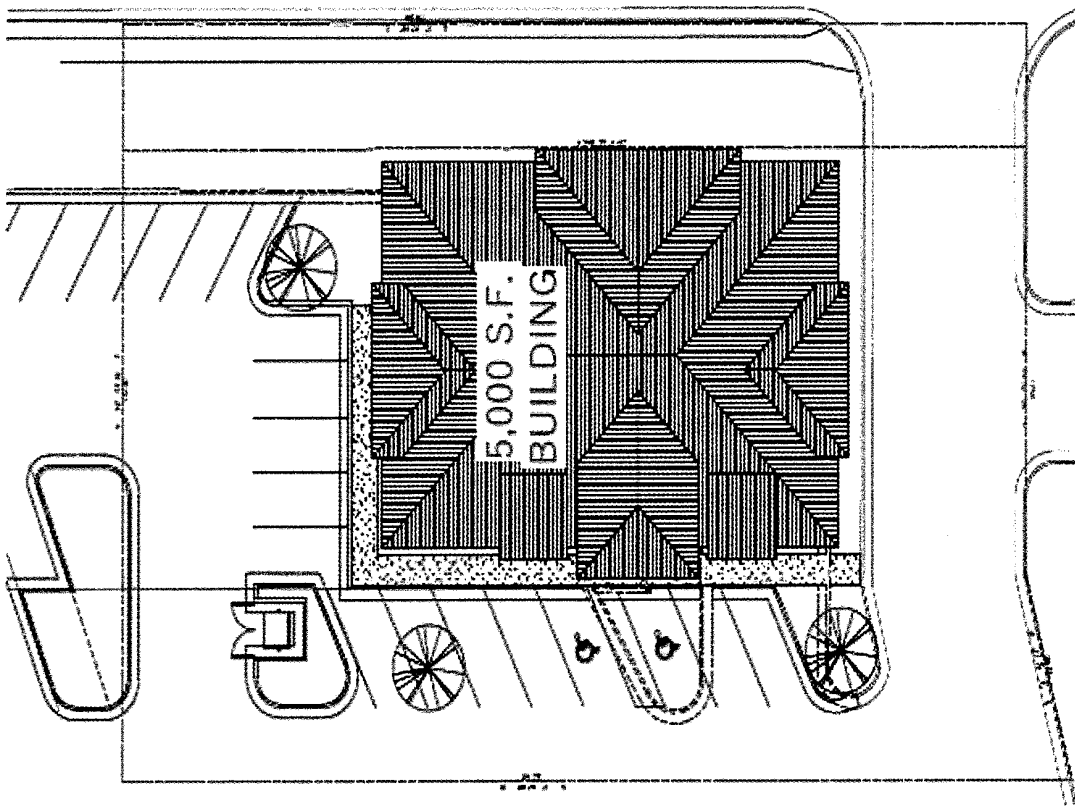
SITE PLAN

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE PROPERTY UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE BLOCK UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE CITY UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE COUNTY UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE STATE UNLESS OTHERWISE NOTED.
 11. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE NATION UNLESS OTHERWISE NOTED.
 12. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE UNIVERSE UNLESS OTHERWISE NOTED.
 13. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE GOD UNLESS OTHERWISE NOTED.
 14. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE HEAVENS UNLESS OTHERWISE NOTED.
 15. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE EARTH UNLESS OTHERWISE NOTED.
 16. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE SEA UNLESS OTHERWISE NOTED.
 17. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE OCEAN UNLESS OTHERWISE NOTED.
 18. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE WORLD UNLESS OTHERWISE NOTED.
 19. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE UNIVERSE UNLESS OTHERWISE NOTED.
 20. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE GOD UNLESS OTHERWISE NOTED.

CONSTRUCTION
 ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS ARE TO THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS ARE TO THE CENTERLINE OF THE PROPERTY UNLESS OTHERWISE NOTED.
 ALL DIMENSIONS ARE TO THE CENTERLINE OF THE LOT UNLESS OTHERWISE NOTED.
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 ALL DIMENSIONS ARE TO THE CENTERLINE OF THE GOD UNLESS OTHERWISE NOTED.



4800 SOUTH



SITE PLAN