

WHEN RECORDED MAIL TO:

The Haws Companies
56 Exchange Place
Salt Lake City, Utah 84111

2900

AMENDMENT NO. 1
TO
CROSS-EASEMENT AGREEMENT
(Site No. 15 - Salt Lake City, Utah)

4804543
28 JULY 89 04:54 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
REC BY: D DANGERFIELD, DEPUTY

4804543

THIS AGREEMENT made this 12th day of June, 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, Developer and Paras entered into a Cross Easement Agreement dated February 21, 1989, and recorded February 21, 1989, as Entry No. 4738354 in Book 6105 at page 892 of the Official Records of Salt Lake County, Utah, (the "Cross-Easement Agreement"); and

WHEREAS, Developer has requested an amendment to Section 6.04 of the Cross-Easement Agreement with respect to the amount of permitted Building Ground Cover Restriction as to Outlots C and D; and

WHEREAS, Shopko and Paras have agreed to the requested change in the size of permitted Building Cover for Outlots C and D,

NOW, THEREFORE, in consideration of Twenty-five Thousand Dollars (\$25,000.00) and other good and valuable consideration, the receipt, value and sufficiency of which is hereby acknowledged, it is hereby agreed as follows, to wit:

LTC #2746

BOOK 6146 PAGE 2759

1. OUTLOT RESTRICTIONS. Section 6.04. of the Cross-Easement Agreement referred to above be and the same is hereby amended by increasing the Building Ground Cover Restriction for Outlot C from 5,000 square feet to 6,800 square feet and as further amended by reducing the Building Ground Cover Restriction for Outlot D from 5,000 square feet to 3,200 square feet. See EXHIBIT "A" (Pages 1-14) attached hereto for the legal description of the property to which the Cross Easement Agreement and this Amendment No. 1 relate.

2. REAFFIRMATION. All other terms, provisions, and conditions of the Cross-Easement Agreement, as amended herein, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 to 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
William J. Tyrrell, President

By: William C. Hunt
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 Leisure Companies

By: Richard A. Haws
Richard A. Haws, President



BOOK 6146 PAGE 2760

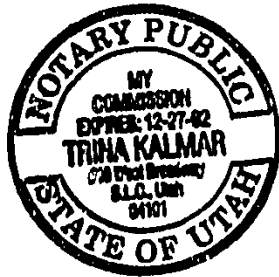
John N. Paras, also known as John Paraskevopoulos
 John N. Paras, also known as
 John Paraskevopoulos

X *Jean Paras, also known as Jean Paraskevopoulos*
 Jean Paras, also known as
 Jean Paraskevopoulos

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

Personally came before me this 5th day of July,
 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.

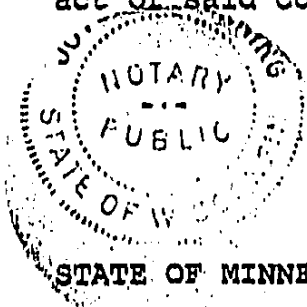
Terina Kalmár
 Notary Public
 Residing in: *Salt Lake City*
 My Commission expires: *12-27-92*



BOOK 6146 PAGE 2761

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this 12th day of June, 1989, William J. Tyrrell, President of Shopko Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, and doing business in Utah under the name of Uvalko Shopko Stores, Inc., and to me known to be such person who executed the foregoing instrument, and to me known to be such President of said corporation and acknowledged that he executed the foregoing instrument as such officer as the act of said corporation, by its authority.



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

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Personally came before me this 15th day of June, 1989, William C. Hunt, Secretary of Shopko Stores, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Minnesota, and doing business in Utah under the name of Uvalko Shopko Stores, Inc., and to me known to be such person who executed the foregoing instrument, and to me known to be such Secretary of said corporation and acknowledged that he executed the foregoing instrument as such officer as the act of said corporation, by its authority.

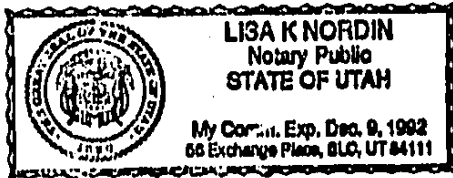


Linda M. F. Peterson
Notary Public, Minnesota
My Commission expires: _____

BOOK 6146 PAGE 2762

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

On this 19th day of June, 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.



Lisa K. Nordin
Notary Public
Residing in: Salt Lake City
My Commission expires: 12/9/92

THIS INSTRUMENT WAS DRAFTED BY:

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

BOOK 6146 PAGE 2763

EXHIBIT "A" TO AMENDMENT NO. 1 TO CROSS EASEMENT AGREEMENT (Page 1)

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

-POOR COPY-
C2.15002533

BOOK 6146 PAGE 2764

08/26/00:4

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

FOR COPY
CO. RECORDED

BOOK 6146 PAGE 2765

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

FOR COPY
CALL
313.863.8333

BOOK 6146 PAGE 2766

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 $89^{\circ}59'22''$ West 585.0 feet and North $00^{\circ}00'38''$ 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 $89^{\circ}59'22''$ West 152.38 feet; thence North $00^{\circ}00'38''$ West 304.98 feet; thence North $36^{\circ}00'38''$ West 60.0 feet; thence North $53^{\circ}59'22''$ East 43.59 feet; thence North $00^{\circ}00'38''$ West 133.19 feet; thence North $89^{\circ}59'22''$ East 60.0 feet; thence North $53^{\circ}59'22''$ East 110.00 feet; thence South $00^{\circ}00'38''$ East 72.33 feet; thence North $89^{\circ}59'22''$ East 60.0 feet; thence South $00^{\circ}00'38''$ East 465.66 feet; thence South $89^{\circ}59'22''$ West 56.615 feet; thence South $00^{\circ}00'38''$ East 39.0 feet to the point of beginning.

Contains 2.4929 Acres

FOR COPY-
G. BEGGS

BOOK 6146 PAGE 2768

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

POOR COPY -
CO. RECORDED

BOOK 6146 PAGE 2769

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

1-PUBLIC COPY
03-RECORDED

BOOK 6146 PAGE 2770

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

FOR COST-
GA. RECORDER

BOOK 6146 PAGE 277A

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

-P00N 0397-
CO. RECORDED

BOOK 6146 PAGE 2772

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

FOR COPY
CO. RECORDS

BOOK 6146 PAGE 2773

EXHIBIT "A" TO AMENDMENT NO. 1 TO CROSS EASEMENT AGREEMENT (Page 11)

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

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

SITE PLAN

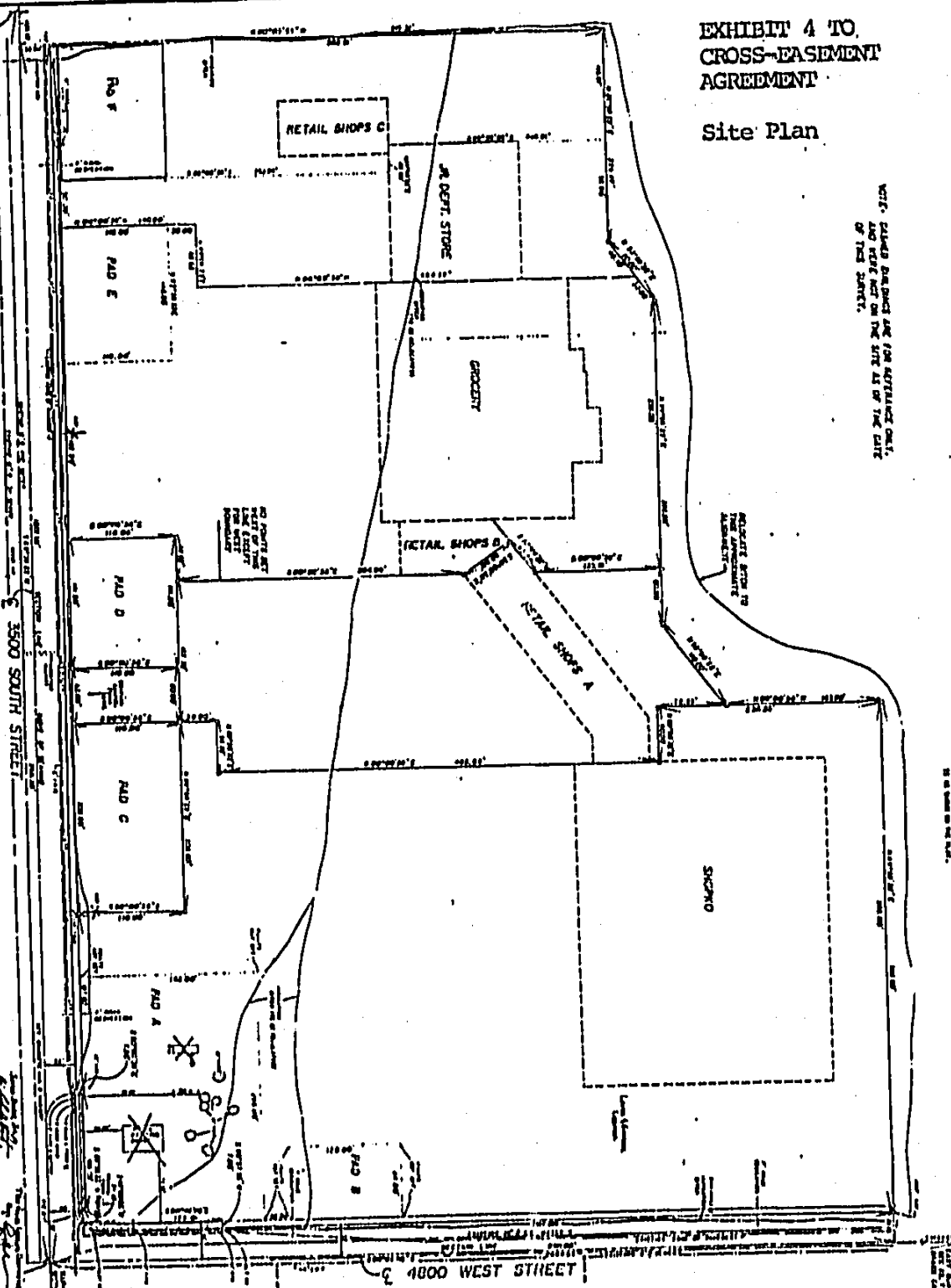
See the attached site plan for the Shopping Center.

BOOK 6146 PAGE 2774

EXHIBIT 4 TO
CROSS-EASEMENT
AGREEMENT

Site Plan

NOTE: DIMENSIONS ARE FOR ADJUSTMENT ONLY.
NOT TO BE USED AS THE BASIS FOR THE LAYOUT
OF THE PROJECT.



NO ADJUSTMENT ARE TO BE MADE TO THE DIMENSIONS OR AREAS OF ANY OF THE AREAS SHOWN ON THIS PLAN UNLESS THE APPLICABLE LOCAL ORDINANCES REQUIRE OTHERWISE. THE DIMENSIONS AND AREAS SHOWN ON THIS PLAN ARE FOR INFORMATION ONLY AND SHOULD NOT BE USED AS THE BASIS FOR THE LAYOUT OF THE PROJECT.

-POOR COPY-
CO. RECORDED

BOOK 6146 PAGE 2775

RECORDED FOR
PLAN THREE WEST
350 SOUTH WEST TOWER
WEST WALK CITY, MISSISSIPPI

ALTA SURVEY-
3500 SOUTH WEST
WEST WALK CITY, MISSISSIPPI

LEGEND

PRINTED
03/11/88
JMA MC

NOT TO SCALE

ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED

ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED

ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED

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.