

**AGREEMENT WITH RESPECT TO BUILDING SETBACKS**

THIS AGREEMENT WITH RESPECT TO BUILDING SETBACKS (this "Agreement") is made as of the 9 day of August, 2010 by the undersigned, Patricia W. Hansen, as Trustee of the Irma Watts Family Trust Agreement, as successor in interest to Denzil E. Watts, Jr. and Irma S. Watts, husband and wife ("Landlord").

**Preliminary Statement**

1. Landlord is the landlord under that certain Ground Lease dated July 3 1969 with Fashion Place, LLC, as successor to Western States Tile Company ("Tenant"), (as heretofore and hereafter amended, the "Ground Lease").

2. The Ground Lease demises approximately 1.66 acres of land in Murray, Utah and legally described on Exhibit "A" which is attached hereto and made a part hereof (the "Demised Premises").

3. The Demised Premises is part of the regional shopping center known as Fashion Place Mall (the "Shopping Center"). Tenant and its affiliate propose to construct additional improvements at the Shopping Center. In connection therewith, the City of Murray, Utah, and Tenant have requested the following agreement from Landlord.

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged by Landlord, Landlord agrees as follows:

**Agreement**

Landlord agrees and covenants not to construct, or permit to be constructed, on the Demised Premises any buildings or other structures within sixty (60) feet of any building or other improvements now or hereafter located within the Shopping Center. This agreement and covenant constitutes a covenant running with the Demised Premises and is binding upon Landlord and its successors and assigns.

11028651  
9/10/2010 8:38:00 AM \$16.00  
Book - 9857 Pg - 6164-6166  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FOUNDERS TITLE  
BY: eCASH, DEPUTY - EF 3 P.

IN WITNESS WHEREOF, Landlord has executed this Agreement with Respect to Building Setbacks as of the date set forth above.

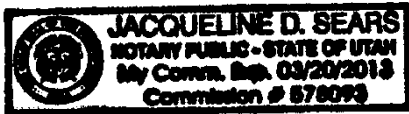
Patricia W. Hansen, as Trustee of the Irma Watts Family Trust Agreement

By: Patricia W. Hansen  
Patricia W. Hansen, not individually, but as Trustee as aforesaid

STATE OF UTAH            )  
  ) SS  
COUNTY OF SALT LAKE )

On August 9, 2010, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Patricia W. Hansen, as Trustee of the Irma Watts Family Trust Agreement, known to me to be the person whose name is subscribed in the within instrument and acknowledged that she executed the same as Trustee of the Irma Watts Family Trust Agreement.

WITNESS my hand and official seal.



Jacqueline D. Sears  
Notary Public  
Residing in Salt Lake City, Utah

My commission expires: 3/20/13

Commencing 9.30 chains South and 9.36 chains East from the Northwest corner of Section 19, Township 2 South, Range 1 East, Salt Lake Meridian; and running thence South 85° East 1.53 chains; thence South 2-1/2° West 1.75 chains North 85° West 1.53 chains; thence North 2-1/2° East 1.75 chains to the point of Beginning.

Also:

\*Lot 1 of

Commencing 8.11 chains North and North 85° West 548.26 feet from the Southeast corner of Section 19, Township 2 South, Range 1 East, Salt Lake Meridian; and running thence North 85° West 53 feet; thence North 2°30' East 1.75 chains; thence North 85° West 1.53 chains; thence North 2°30' East 105 feet; thence South 85° East 154.11 feet; thence South 2°30' West 220-1/2 feet to the point of Beginning.

Also:

Commencing 8.11 chains North and North 85° West 548.26 feet from the Southeast corner of Lot 1, Section 19, Township 2 South, Range 1 East, Salt Lake Meridian; and running thence North 2°30' East 220.5 feet; thence South 85° East 178 feet; thence South 2°30' West 220.5 feet; thence North 85° West 178 feet to the point of Beginning.

Tax ID No. 22-19-104-002