

Recorded JUN 24 1971 at 10:29 A.M.  
Request of WESTERN STATES TITLE  
FOR PUBLIC RECORD DEAN MARTIN  
Recorder, Lake County, Utah  
\$ 35.50 By *[Signature]* Deputy  
Ref. \_\_\_\_\_

2393319

A G R E E M E N T

PARTIES:

The parties to this Agreement are VALLEY BANK INVESTMENT CO., a Utah corporation, hereinafter referred to as "Bank"; FASHION PLACE ASSOCIATES, a limited partnership in which Ernest W. Hahn, Inc. is the General Partner, hereinafter referred to as "Developer"; SEARS, ROEBUCK AND CO., a New York corporation, hereinafter referred to as "Sears"; and AUERBACH COMPANY, a Utah corporation, hereinafter referred to as "Auerbach".

RECITALS:

A. Bank is the owner of a parcel of real property hereinafter referred to as "Bank Property", situated in the City of Murray, County of Salt Lake, State of Utah, designated as Parcel 4 on the plot plan attached hereto as Exhibit A and legally described on Exhibit B attached hereto. Both of said Exhibits are made a part hereof by this reference. The parties recognize that Bank is presently leasing the "Bank Property" to Valley Bank & Trust Co., and that the reference "Bank" as used in this agreement refers to both Valley Bank Investment Co. and Valley Bank & Trust Co., as well as any of their controlled subsidiaries, associates and/or affiliates.

B. Developer, Sears and Auerbach are the owners or lessees of certain parcels of real property hereinafter referred to as "Shopping Center Parcels", situated in the City of Murray, County of Salt Lake, State of Utah, designated as Parcels 1, 2 and 3 on the plot plan attached hereto as Exhibit A and legally described on Exhibit C attached hereto. Said Exhibit C is made a part hereof by this reference.

C. Developer is in the process of developing a shopping center on the Shopping Center Parcels.

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D. Bank is operating a banking facility on the Bank Property, as shown on Exhibit D, attached hereto and by this reference made a part hereof.

E. Developer, Sears and Auerbach are entering into a written agreement entitled "Construction, Operation and Reciprocal Easement Agreement" (hereinafter referred to as the "REA") which is to be recorded in the Official Records of Salt Lake County, Utah, concurrently with or prior to the recordation of this Agreement.

F. The REA provides for the development of the Shopping Center Parcels as an integrated retail sales area for the mutual benefit of the parcels comprising the Shopping Center Parcels.

G. The parties desire by this Agreement to provide that the Bank will comply with certain requirements herein set forth regarding the development and use of the Bank Property, and to provide for mutual rights of ingress and egress over the parking areas on the Bank property and on the Shopping Center parcels to the end that the property of the respective parties hereto shall have integrated use.

TERMS:

In consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. A. Exhibit D is a plot plan indicating thereon the following concerning the Bank Property and improvements thereon: (a) Location and size of Bank's present structure; (b) Location and size of proposed expanded bank structure; (c) Location of existing and proposed drive-in windows and/or teller facilities; (d) Location and organization of parking area; (e) Location of existing and proposed signs. The parties hereto do approve, ratify and consent to the occupation, use and development of the Bank Property by the Bank in accordance with this agreement and as provided for on said Exhibit D.

B. If Bank should determine to expand its structure, in accordance with the expansion plans in the areas designated on Exhibit D, and additional parking spaces are required in order

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for the Bank to obtain zoning and/or construction approval by appropriate governmental authorities, then Developer, Sears and Auerbach's will allocate to Bank and permit Bank to use such additional parking spaces (not to exceed 12 in number) in the automobile parking area of the shopping center on Developer's property adjacent to the property of Bank, but only to the extent required for Bank to obtain the requisite approval; provided, however, in such event Bank shall have the complete obligation to maintain, at its sole cost and expense, any such areas on Developer's property allocated to the Bank.

C. Bank agrees that except as Bank's proposed expansion is indicated on Exhibit D, it will not modify or enlarge the size of the Bank's structure or facilities; provided, however, Bank reserves the right to change or modify its existing identifying sign so long as said change is in conformity with a general change of identifying symbols or signs in relation to the entire Bank's system, and so long as the sign, as changed or modified, is not substantially larger than the existing sign and is located in approximately the same location as the existing sign. Any other change in the identifying signs or any substantial increase in size or change of location thereof shall not be made without prior approval from Developer, Sears and Auerbach.

2. Bank, as respects the Bank Property, and Developer, Sears and Auerbach, as respects the Shopping Center Parcels, agree that they shall maintain all of the improvements and the parking areas on their respective properties and shall keep the same in good condition and repair, clean and free of rubbish, debris or other hazards to persons using such improvements and parking areas.

3. Bank shall not permit any of its employees to park their motor vehicles in any part of the Shopping Center Parcels except in employee parking areas as designated by Developer, Sears and Auerbach.

4. Bank, as respects the Bank Property, and Developer, Sears and Auerbach, as respects the Shopping Center Parcels, agree that they shall maintain all of the improvements and the parking areas on their respective

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properties and shall keep their respective parking areas adequately lighted and shall maintain all electrical and other equipment and facilities in said parking areas in good operating condition, including electric light replacement.

5. Bank agrees that for the first ten (10) years that this Agreement continues in effect it shall use the Bank Property only for the purpose of conducting a general banking business and businesses related thereto and controlled by it, and for no other purpose without the prior written approval of Developer, Sears and Auerbach. Bank further agrees that after such initial ten (10) year period, Bank Property shall not be used for any purpose other than a commercial or business operation, use or purpose which is common to a first class, regional shopping center of the enclosed mall type, and in no event shall any portion of the Bank Property be used for any of the following purposes: Automobile body and fender repair work, automobile sales display area, bowling alley, car washing establishment, veterinary hospital, mortuary, commercial laundry plant, or similar establishments, unless any such use shall have been separately approved in writing by Developer, Sears and Auerbach.

6. The parties agree that no signs, structures or barriers of any kind will be constructed or placed on the property line separating the Bank Property and the Shopping Center Parcels without the mutual approval of all of the parties hereto.

7. Developer, Sears and Auerbach agree that they, and each of them, shall at all times be reasonable in exercising the rights of control and approval given them herein. Whenever approval of any party is required, and unless a different time limit is provided herein, such approval or disapproval shall be given within thirty (30) days following receipt of the item to be so approved or disapproved, or the same shall be deemed to have been approved by such party.

8. Any notice, demand, request, consent, approval, designation or other communication which any party hereto is required or desires to give or make or communicate to any other party shall be in writing and shall

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be given or made or communicated by United States registered or certified mail, postage prepaid, return receipt requested, addressed, in the case of Developer to:

Fashion Place Associates  
2311 West El Segundo Boulevard  
Hawthorne, California 90250

with copy to: Barrett, Stearns & Collins  
1150 Union Bank Tower - Del Amo Financial Center  
Torrance, California 90503

and addressed, in the case of Sears to:

Sears, Roebuck & Co.  
900 South Fremont Avenue  
Alhambra, California 91803  
Attention: Vice President

and to:

Sears, Roebuck and Co.  
925 South Homan Avenue  
Chicago, Illinois 60607  
Attention: Vice President-Controller

and addressed, in the case of Auerbach to:

Auerbach Company  
State at Broadway  
Salt Lake City, Utah

with copy to: K. Jay Holdsworth  
Continental Bank Building  
Salt Lake City, Utah 84101

and addressed, in the case of Bank, to:

Valley Bank Investment Co.  
2510 South State Street  
Salt Lake City, Utah 84115

subject to the right of any party to designate a different address by notice similarly given. Any notice, demand, request, consent, approval, designation or other communication so sent shall be deemed to have been given, made or communicated, as the case may be, on the date the same was deposited in the United States mail.

9. Developer, Sears and Auerbach, and each of them, do hereby grant to Bank, for the benefit of Bank, its tenants, subtenants, licensees, concessionaires and the customers, patrons and clients of Bank and its tenants, subtenants, licensees and concessionaires, a nonexclusive easement for ingress and egress to and from the parking areas and for

the parking of motor vehicles on, over and across all parking areas on the shopping center Parcels as the parking areas and parcels may be constituted from time to time; provided, however, Developer, Sears and Auerbach may place the designation "RESERVED FOR SHOPPING CENTER CUSTOMERS" on such number of parking spaces situated on the Shopping Center Parcels as may be required for such parties to meet the minimum parking ratio set forth in the REA, which is at this time 5.5 automobile parking spaces for each 1,000 square feet of floor area, and each party hereto shall use all reasonable efforts to respect such designation.

10. Bank does hereby grant to Developer, Sears and Auerbach, and each of them, for the benefit of Developer, Sears and Auerbach, and their respective tenants, subtenants, licensees, concessionaires and the customers, patrons and clients of Developer, Sears and Auerbach and of their respective tenants, subtenants, licensees and concessionaires, a nonexclusive easement for ingress and egress to and from the parking areas and for the parking of motor vehicles on, over and across all parking areas on the Bank Property as the parking area and property may be constituted from time to time; provided, however, Bank may place the designation "RESERVED FOR BANK CUSTOMERS" on not more than twenty (20) of the parking spaces situated on the Bank Property, and each party hereto shall use all reasonable efforts to respect such designation.

11. The provisions of this Agreement are intended by the parties to be, and they shall be, easements, covenants and restrictions running with the land, subject to modification, amendment, cancellation and termination by Bank, Developer, Sears and Auerbach or the respective successor or assign of any such party as per this Agreement.

12. The prevailing party or parties in any action with respect to this Agreement shall be entitled to an award of reasonable attorney fees and costs by the Court.

13. This Agreement and the easements, covenants, restrictions, benefits and obligations created hereby shall inure to the benefit of

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and be binding upon the parties hereto, their successors or assigns; provided, however, that if any party hereto sells any portion or all of its interest in the parcel of real property owned or leased by it and obtains from the purchaser thereof an express agreement by which the purchaser assumes and agrees to be bound by the covenants and agreements herein contained, the seller shall thereupon be released and discharged from any and all further obligations under this Agreement in connection with the property sold by it.

14. This Agreement shall automatically terminate upon the first to occur of any of the following events:

(a) Termination for any reason whatsoever of the REA;

(b) Termination for any reason whatsoever of the ground lease entered into concurrently herewith between Bank as Landlord and Developer as Tenant, except termination resulting from a default on the part of the Landlord;

(c) The improvements on the Shopping Center Parcels no longer comprise a viable commercial shopping center.

In the event of a default by Developer under the terms of the ground lease referred to in subparagraph (b) above which would entitle the Bank to terminate said ground lease and therefore terminate this Agreement, Bank agrees that prior to terminating the ground lease and this Agreement it shall give notice in writing to both Sears and Auerbach of the fact that it intends to terminate said ground lease and this Agreement, and Sears and Auerbach shall each have the right, for a period of sixty (60) days following the receipt of such written notice, to take such action as may be required in order to cure the default on the part of the Developer, and if such default is in fact cured during such period of time by Sears or Auerbach, Bank agrees not to terminate said ground lease or this Agreement provided no further defaults occur which would permit them to terminate said ground lease and this Agreement. Bank further agrees that it shall notify Sears and Auerbach in writing of any

alleged default by Developer under said ground lease at the same time it gives such written notice of alleged default to Developer.

15. The provisions of this Agreement may not be abrogated, modified, rescinded or amended in whole or in part except with the written consent of all of the parties hereto or their respective successors in interest or assigns. Any such abrogation, modification, rescission or amendment shall be duly recorded in the office of the Recorder in and for Salt Lake County.

16. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the shopping center to the general public or for any public purpose whatsoever, nor shall this Agreement create any rights in any persons other than the parties hereto or their respective successors or assigns during such periods of time such successors or assigns have a possessory interest in any portion of the property affected by this Agreement, it being the intention of the parties that this Agreement shall be strictly limited to and for the purposes herein expressed.

17. This Agreement shall be subject and subordinate to (i) existing easements of record, (ii) any subsequent utility, roadway or drainage easements granted by the parties, and (iii) the REA. Bank further agrees that upon written request of Developer, Sears, Auerbach or any ground lessor, mortgagee or beneficiary of any of them, the Bank will in writing subordinate its rights hereunder to the interest of any ground lessor of any of the Shopping Center Parcels, as well as to the lien of any mortgage or Deed of Trust, now or hereafter in force against the Shopping Center Parcels, and upon any buildings hereafter placed upon the land, and to all advances made or hereafter to be made upon the security thereof; provided, however, Bank shall not be required to subordinate its rights hereunder, as hereinabove provided, unless such ground lessor, mortgagee or beneficiary shall agree in writing that Bank's rights hereunder will not be impaired in any substantial manner by reason of such ground lessor, mortgagee or beneficiary

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exercising any of its rights in the event of default by the ground lessee, mortgagor or trustor, it being the intent of the Parties that Bank's right and title hereunder shall not be impaired by reason of foreclosure, receivership or otherwise.

18. Nothing contained in this Agreement or otherwise shall be deemed to constitute Bank a party to the REA or to confer upon it any rights, interest or privileges or to impose upon it any obligations or burdens except as in this Agreement expressly set forth.

19. Each party, severally, covenants to, and does hereby, indemnify and hold harmless each of the other parties from and against all claims and all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of the death of, or any accident, injury, loss or damage whatsoever caused to any natural person (excluding any party), the property of any person (excluding any party) that shall occur in or about the parcel of property of each of the parties, respectively, as the case may be appropriate.

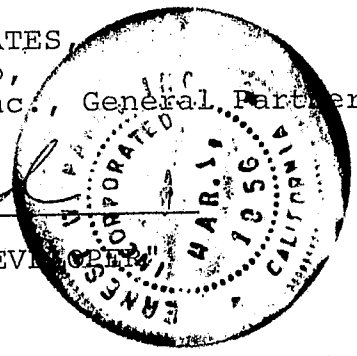
In the event any mechanic's liens are filed against the property of any party, the party permitting, or causing such lien to be filed, hereby covenants to either pay the same and have it discharged of record, promptly, or to take such action as may be required to reasonably and legally object to said lien, and in all events agrees to have such lien discharged prior to the foreclosure of such lien. Upon request of any other party, the party permitting, or causing such lien to be filed, agrees to furnish such security as may be required, to and for the benefit of such other party, or any title insurance and trust company designated by such other party, to permit a report of title to be issued relating to such party's tract without showing thereon the effect of such lien.

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IN WITNESS WHEREOF, the parties have duly executed this Agreement  
this 16 day of June, 1971.

VALLEY BANK INVESTMENT CO.,  
a Utah corporation,  
By W. B. [Signature] Vice President  
By [Signature] Sec.  
"BANK"

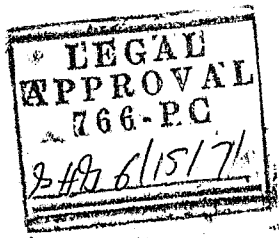
FASHION PLACE ASSOCIATES,  
a Limited Partnership,  
By Ernest W. Hahn, Inc., General Partner  
By [Signature]  
"DEVELOPER"



VALLEY BANK & TRUST CO.,  
a Utah corporation,  
By [Signature] SR. VICE PRESIDENT  
By [Signature] asst. Sec.  
"BANK"

AUERBACH COMPANY,  
a Utah corporation,  
By [Signature]  
"AUERBACH"

SEARS, ROEBUCK AND CO.,  
a New York corporation,  
By [Signature] Vice President  
By [Signature] Asst. Comptroller  
"SEARS"



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TO 446 C  
(Corporation as a Partner of a Partnership)

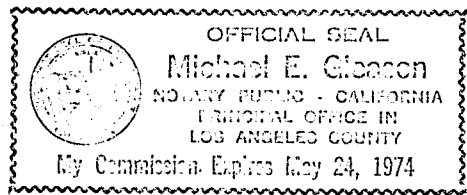
TI

STATE OF CALIFORNIA }  
Los Angeles }  
COUNTY OF } SS.

On May 21, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared E. A. Backlund Vice President, and Ernest W. Hahn, Inc. known to me to be the

XXXXXX of Ernest W. Hahn, Inc. the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation. said corporation being known to me to be one of the partners of Fashion Place Associates the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official seal  
Signature [Signature]



Name (Typed or Printed)

(This area for official notarial seal)

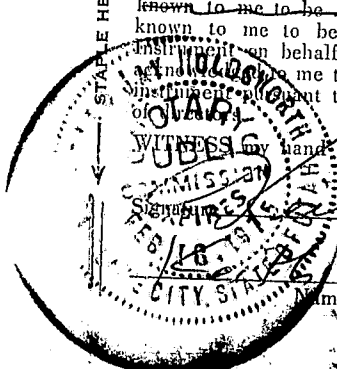
TO 449 C  
(Corporation)

AUERBACH COMPANY

TI

STATE OF CALIFORNIA }  
COUNTY OF Salt Lake } SS.

On 25th of May, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared Fred F. Auerbach known to me to be the President, and [Signature] known to me to be the Secretary of the corporation that executed the within Instrument,



known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal  
Signature [Signature]  
Jay Holdsworth  
Name (Typed or Printed)

(This area for official notarial seal)

TO 449 C  
(Corporation)

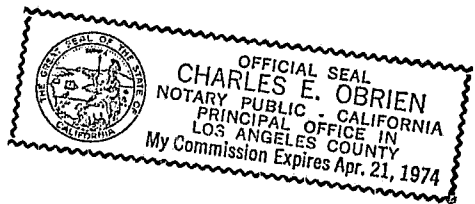
SEARS, ROEBUCK AND CO. TI

STATE OF CALIFORNIA }  
COUNTY OF Los Angeles } SS.

On June 16, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared J. G. Lowe and S. C. Sadler known to me to be the Vice President, and Asst. Comptroller

known to me to be XXXXXXXXXXXXXXXXXXX of the corporation that executed the within Instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.  
Signature [Signature]



CHARLES E. O'BRIEN

Name (Typed or Printed)

(This area for official notarial seal)

TO 449 C  
(Corporation)

VALLEY BANK INVESTMENT CO. (TI)

STATE OF ~~KAN~~ UTAH  
COUNTY OF SALT LAKE } SS.

On JUNE 2, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared W.E. MYRICK known to me to be the VICE President, and F.H. THROUDSEN known to me to be \_\_\_\_\_ Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Ginger Lefler  
GINGER LEFLER  
Name (Typed or Printed)



(This area for official notarial seal)

TO 449 C  
(Corporation)

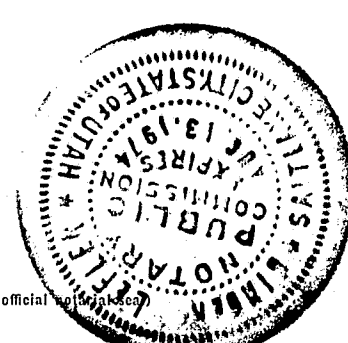
VALLEY BANK & TRUST CO. (TI)

STATE OF ~~KAN~~ UTAH  
COUNTY OF Salt Lake } SS.

On JUNE 2, 1971 before me, the undersigned, a Notary Public in and for said State, personally appeared JOHN G. WENNS known to me to be the SR. VICE President, and KARA W. TENNEY known to me to be ASSY Secretary of the corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Signature Ginger Lefler  
GINGER LEFLER  
Name (Typed or Printed)



(This area for official notarial seal)

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LEGAL DESCRIPTION

"BANK PROPERTY"

Beginning at a point in the center of State Street 32.4 rods East and 3.6 rods North of the Northwest corner of Lot 2, Section 19, Township 2 South, Range 1 East, Salt Lake Meridian; and running thence South  $86^{\circ}$  East 30.32 rods; thence South 6.6 rods; thence North  $86^{\circ}$  West 4.62 rods; thence South 3.8 rods; thence North  $86^{\circ}$  West 26 rods; thence North  $4^{\circ}$  East along the center of State Street 10.40 rods to the place of Beginning.

EXCEPTING THEREFROM:

Beginning at a point that is due South 1282.00 feet and due East 860.77 feet from the Northwest corner of Section 19, Township 2 South, Range 1 East, Salt Lake Base & Meridian, said point of beginning also being South  $2^{\circ}16'10''$  West 1203.21 feet and South  $86^{\circ}$  East 308.14 feet from the monument in the intersection of 6100 South and State Streets; thence South  $2^{\circ}16'10''$  West 171.6 feet; thence South  $86^{\circ}$  East 122.72 feet; thence North 63.04 feet; thence South  $86^{\circ}$  East 76.23 feet; thence North 108.9 feet; thence North  $86^{\circ}$  West 192.14 feet to the point of Beginning.

FASHION PLACE SHOPPING CENTER

MURRAY, UTAH

"TRACTS"

OUTLINED ON EXHIBIT "A"

PART I DEVELOPER TRACT - 44.034 Acres  
(Includes Auerbach's common area tract)

Parcel 1

Description:

Beginning at a point on the easterly line of State Street due South 1665.49' and due east 602.88' from the N.W. corner of Sec. 19, T.2 S.R.1.E., S.L.B. & M. said point of beginning also being S 2°16'10" W 1605.92' and S 87°43'50" E 65.50' from the monument in the intersection of 6100 South and State Streets; thence S 87°43'50" E 275.00'; thence N 2°16'10" E 207.50'; thence N 87°43'50" W 32.50'; thence N 2°16'10" E 14.30'; thence N 86° W 242.61' to State Street; thence S 2°16'10" W 229.13' to the point of beginning (1.410 acres).

Also:

Beginning at a point on the easterly line of State Street due South 257.93' and due east 643.67' from the N.W. corner of Sec. 19.T.2 S., R.1.E., S.L.B. & M said point of beginning also being S 2°16'10" W 197.85' and S 87°43'50" E 50.51' from the monument in the intersection of 6100 South and State Streets; thence S 87°43'50" E 150.00'; thence N 2°16'10" E 150.00' to the South line of 6100 South Street; thence East 630.55'; thence easterly along a 2671.675' radius curve to the right through a central angle of 6°25'37", a distance of 299.69' to a point of reverse curve where the bearing between curve centers is S 6°25'37" W; thence easterly along a 2437.545' radius curve to the left through a central angle of 7°02'34", a distance of 299.62'; thence N 89°23'03" E 217.02'; thence southeasterly along a 15' radius curve to the right through a central angle of 90°36'57", a distance 23.72'; thence south 103.12'; thence N 89°10'14" W 242.70' along a fence; thence south 515.32' along a fence; thence east 231.75' to a point on a 1600' radius curve, the center of which bears N 83°18'07" W; thence southwesterly along said curve through a central angle of 6°18'07", a distance of 175.98' to a point of reverse curve, where the bearing between curve centers is S 77° E; thence southerly along an 1816.638' radius curve to the left through a central angle of 10°51'45", a distance of 344.41'; thence N 87°43'50" W 274.43'; thence S 2°16'10" W 169.14'; thence N 87°43'50" W 463.50'; thence N 2°16'10" E 41.0'; thence N 87°43'50" W 327.50'; thence N 2°16'10" E 221.00'; thence N 87°43'50" W 10.00'; thence N 2°16'10" E 296.67'; thence N 87°43'50" W 120.00'; thence N 2°16'10" E 185.00'; thence N 87°43'50" W 366.08' to the easterly line of State Street; thence N 1°02'50" E 393.97' to the point of beginning. (35.211 acres)

Also:

Parcel 2

Description:

Beginning at a point on the easterly line of State Street due south 651.84' and due east 636.47' from the N.W. corner of Sec. 19, T.2S., R.1 E., S.L.B. & M., said point of beginning also being S 2°16'10" W 591.74' and S 87°43'50" E 58.92' from the monument in the intersection of 6100 South and State Streets S 1°02'50" W

308.64' and S 2°16'10" W 304.89'; thence S 86°E 242.61'; thence S 2°16' 10" W 185.90'; thence S 87°43' 50" E 247.00'; thence N 2°16' 10" E 325.02'; thence N 87°43' 50" W 10.00'; thence N 2°16' 10" E 296.67'; thence N 87°43' 50" W 120.00'; thence N 2°16' 10" E 185.00'; thence N 87°43' 50" W 366.08' to the point of beginning. (7.413. Acres)

PART II AUERBACH'S TRACT

All that certain plot and parcel of land located within the shopping center which is located under Building C, under the service area adjoining Building C, and under reasonable access to and from the service area, and under abutting sidewalks and other appurtenances for reasonable access to and from Building C, all as more particularly designated on Exhibit "A" of the Auerbach's lease, and described as follows:

Starting from the N.W. corner of Parcel 2, S 87°43' 50" E, 366.08'; thence S 2°16' 10" W, 63.00' to the point of beginning; thence S 2°16' 10" W, 122.00'; thence S 87°43' 50" E, 120.00'; thence S 2°16' 10" W, 212.50'; thence N 87°43' 50" W, 212.50'; thence N 2°16' 10" E; 212.50'; thence S 87° 43' 50" E, 10.00'; thence N 2°16' 50" E, 122.00'; thence S 87°43' 50" E, 82.50' to the point of beginning, containing 1.060 Acres.

PART III SEARS TRACT - 19.259 Acres

Parcel 3

Description:

Beginning at a point on the easterly line of State Street due south 1665.49' and due east 602.88' from the N.W. corner of Sec. 19, T.2 S., R.1 E., S.L.B. & M., said point of beginning also being S 2°16' 10" W 1605.92' and S 87°43' 50" E 65.50' from the monument in the intersection of 6100 South and State Streets; thence S 87°43' 50" E 275.00'; thence N 2°16' 10" E 207.50'; thence S 87°43' 50" E 214.50'; thence N 2°16'10" E 104.02'; thence S 87°43' 50" E 327.50'; thence S 2°16' 10" W 41.00'; thence S 87°43' 50" E 463.50'; thence N 2°16' 10" E 169.14'; thence S 87°43' 50" E 274.43' to the west line of Third East Street, said point being on an 1816.638' radius curve the center of which bears S 87°51' 45" E; thence southerly along said curve to the left through a central angle of 1°32' 15", a distance of 48.75'; thence S 0°36' W 700.61'; thence southwesterly along a 15' radius curve to the right through a central angle of 94°48' 25", a distance of 24.82' to the northerly line of 6400 South Street; thence along said northerly line N 84° 35' 35" W 1528.85'; thence northwesterly along a 40' radius curve to the right through a central angle of 89°02' 15", a distance of 62.16' to the easterly line of State Street; thence N 4°26' 40" E 106.60'; thence N 2°16' 10" E 93.14' to the point of beginning, containing 19.259 acres.

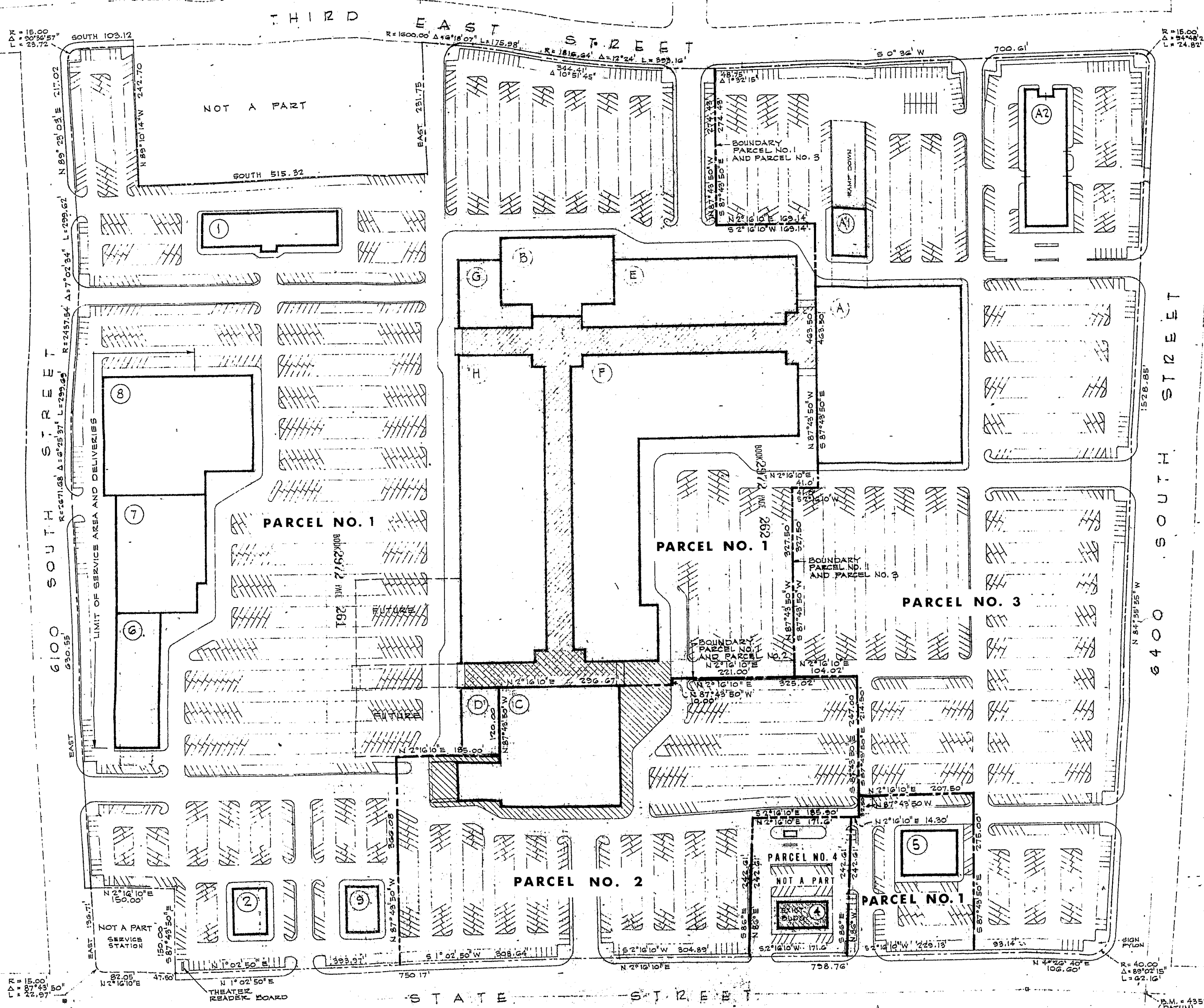
PART IV AUERBACH'S COMMON AREA TRACT - 7.413 Acres

Parcel 2

Description:

Beginning at a point on the easterly line of State Street due south 651.84' and due east 636.47' from the N.W. corner of Sec. 19, T.2 S., R.1 E., S.L.B. & M., said point of beginning also being S 2°16' 10" W 591.74' and S 87°43' 50" E 58.92' from the monument in the intersection of 6100 South and State Streets S 1°02' 50" W 308.64' and S 2°16' 10" W 304.89'; thence S 86° E 242.61'; thence S 2°16'10" W 185.90'; thence S 87°43' 50" E 247.00'; thence N 2°16'10" E 325.02'; thence N 87°43' 50" W 10.00'; thence N 2°16' 10" E 296.67'; thence N 87°43' 50" W 120.00'; thence N 2°16' 10" E 185.00'; thence N 87°43' 50" W 366.08' to the point of beginning. (7.413 Acres)

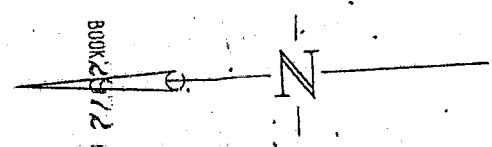




**AREA ANALYSIS**  
FASHION PLACE, MURRAY, UTAH

Bldg No.	Building Description	Area 1st flr.	Area Other flrs.	sub-Totals	Totals
A	Sears Retail Store	80,407	164,394	244,801	
A-1	Sears Garden Shop	5,224	-	5,224	
A-2	Sears Auto Service	17,762	13,388	31,150	
C	Auerbach's Retail Store	50,395	52,400	102,795	
<b>Total Department Stores</b>					<b>383,970</b>
B	Retail Dept. Store	25,700	2,911	28,611	
D	Retail Shops	7,711	-	7,711	
E	Retail Shops	39,188	-	39,188	
F	Retail Shops	105,795	-	105,795	
G	Retail Shops	11,200	-	11,200	
H	Retail Shops	71,986	-	71,986	
<b>Total Mall Shops</b>					<b>264,491</b>
1.	Theatre	14,700	362	15,062	
2.	Retail Shop	4,738	-	4,738	
5.	Retail Shop	7,520	-	7,520	
6.	Retail Shops	18,800	-	18,800	
7.	Market	31,040	-	31,040	
8.	Department Store	50,683	-	50,683	
9.	Retail Shop	5,040	-	5,040	
<b>Total Free-standing Buildings</b>					<b>132,883</b>
<b>I TOTAL AREA OF ALL BUILDINGS:</b>					<b>781,344 sq. ft.</b>
<b>NOTE:</b> Mechanical and main electrical areas are not included in the above analysis.					
<b>II ENCLOSED MALL:</b>					<b>70,352 sq. ft.</b>
Total area of the Enclosed Air-conditioned Mall not included in building areas above.					
<b>III AREA OF CENTER:</b>					
Total land within the boundaries of the Shopping Center:					
				63,293 acres or	2,757,043 sq. ft.
<b>IV LAND PARCELS:</b>					
(a) Exhibit A, Part I, Developer Tract.				44,034 acres	
(b) Exhibit A, Part II, Auerbach's Tract				1,060 acres	
(c) Exhibit A, Part III, Sears Tract				19,259 acres	
(d) Exhibit A, Part IV, Auerbach's common area tract (Part of Developer Tract)				7,413 acres	
<b>V PARKING:</b>					
(a) Parking spaces in the center				4415	
(b) Parking ratio required by the RDA document:				5.6 spaces per 1000 sq. ft.	
(c) Ratio based on total floor area:					
781,344 sq. ft. with 4415 spaces = 6.65 spaces per 1000 sq. ft.					

**SITE PLAN**  
SCALE: 1" = 100'



BDD 2972 SHEET 280

BDD 2972 SHEET 283

BDD 2972 SHEET 285

BDD 2972 SHEET 287

BDD 2972 SHEET 264

BDD 2972 SHEET 286

DRAWN BY: R M M  
CHECKED BY:  
DATE:



**FASHION PLACE ASSOCIATES**  
OWNER DEVELOPER MURRAY, UTAH

**EXHIBIT A**

JOB NUMBER: 6398



