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RECORDING REQUESTED BY AND
AFTER RECORDING RETURN TO:

The Hahn Company
4350 La Jolla Village Drive Suite 700
San Diego, California 92122-1213
ATTN: Mr. Douglas L. Hageman

11450

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09 FEBRUARY 88 04:47 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
WESTERN STATES TITLE
REC BY: REBECCA GRAY , DEPUTY

4584396

AMENDMENT #2
to
CONSTRUCTION, OPERATION AND RECIPROCAL
EASEMENT AGREEMENT

(Fashion Place - Murray, Utah)

By and Among

FASHION PLACE ASSOCIATES,
a Utah limited partnership

CARTER HAWLEY HALE STORES, INC.,
a Delaware corporation

SEARS, ROEBUCK AND CO.,
a New York corporation

NORDSTROM, INC.,
a Washington corporation

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AMENDMENT #2 TO CONSTRUCTION, OPERATION
AND RECIPROCAL EASEMENT AGREEMENT
(Fashion Place - Murray, Utah)

THIS AMENDMENT #2 to CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT, made and entered into as of this 8th day of February, 1988, by and among FASHION PLACE ASSOCIATES, a Utah limited partnership in which ERNEST W. HAHN, INC., a California corporation, is the general partner, hereinafter referred to as "Developer"; SEARS, ROEBUCK AND CO., a New York corporation, hereinafter referred to as "Sears"; CARTER HAWLEY HALE STORES, INC., a Delaware corporation (formerly known by its prior corporate name of Broadway-Hale Stores, Inc., a California corporation), hereinafter referred to as "Broadway"; and NORDSTROM, INC., a Washington corporation, hereinafter referred to as "Nordstrom."

RECITALS

A. In order to make integrated use of their respective Tracts as a regional shopping center and to provide for other agreements contained therein, Developer, Sears and Auerbach Company, a Utah corporation, hereinafter referred to as "Auerbach," prior to the acquisition by Broadway of its Tract, entered into a Construction, Operation and Reciprocal Easement Agreement hereinafter referred to as the "Original REA," dated as of June 14, 1971, which was duly recorded on said date as Entry Number 2391096, Book 2968, Page 446, Official Records of the County of Salt Lake, State of Utah.

B. Upon the acquisition by Broadway of its Tract, Developer, Sears, Auerbach and Broadway entered into Amendment #1 to Construction, Operation and Reciprocal Easement Agreement, dated as of April 19, 1973, which was duly recorded on May 15, 1973, as Entry Number 2539860, Book 3326, Page 150, Official Records of the County of Salt Lake, State of Utah.

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The Original REA, as amended by said Amendment #1 to Construction, Operation, and Reciprocal Easement Agreement, is hereinafter referred to as the "REA."

C. Auerbach and Developer entered into a written Lease Agreement dated December 4, 1970, a Notice of which was duly recorded on June 14, 1971, as Entry Number 2391099, Book 2968, Page 598, Official Records of the County of Salt Lake, State of Utah, as amended by unrecorded Lease Amendment No. 1, dated April 24, 1973, and as further amended by unrecorded Lease Amendment No. 2 dated May 3, 1973, hereinafter collectively referred to as the "Lease," for the lease of a certain tract of land located in the County of Salt Lake, State of Utah, said tract of land being hereinafter referred to as the "Auerbach Tract."

D. Auerbach has heretofore caused to be constructed, as part of the Center, a retail facility, hereinafter referred to as the "Auerbach's Building," located on a portion of the Auerbach Tract.

E. Auerbach conveyed all of its right, title and interest in the Lease, the Auerbach Tract and all improvements thereon to the Richer Department Store Company, a Utah corporation, hereinafter referred to as "Richer," by that certain unrecorded Assignment of Lease, Consent and Agreement dated April 18, 1977.

F. Richer conveyed all of its right, title and interest in the Lease, the Auerbach Tract and all improvements thereon to the Developer by that certain unrecorded Termination of Lease.

G. Concurrently herewith, Nordstrom is acquiring a tract of land, which includes the Auerbach Tract and all improvements thereon in addition to other land, and Developer, Sears, Broadway, and Nordstrom desire to enter into this Amendment #2 to Construction, Operation and Reciprocal Easement Agreement hereinafter called "Amendment #2."

H. Developer is the ground lessee of certain tracts of land located in the County of Salt Lake, State of Utah, being described in Part 1 of Exhibit A attached hereto, and by this

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reference made a part hereof, and shown on the plot plan attached hereto as Exhibit B, and by this reference made a part hereof, said tracts of land being collectively hereinafter referred to as the "Developer Tract."

I. Sears is the owner of a certain tract of land located in the County of Salt Lake, State of Utah, described in Part II of Exhibit A and shown on Exhibit B, said tract of land being hereinafter referred to as the "Sears Tract."

J. Broadway is the lessee of a certain tract of land located in the County of Salt Lake, State of Utah, described in Part III of Exhibit A and shown on Exhibit B, said tract of land being hereinafter referred to as the "Broadway Tract."

K. Nordstrom is the owner of a certain tract of land located in the County of Salt Lake, State of Utah, described in Part IV of Exhibit A and shown on Exhibit B, said tract of land being hereinafter referred to as the "Nordstrom Tract."

L. Sears has heretofore constructed and is operating, as a part of the Center, a retail facility in three (3) separate buildings or installations, hereinafter collectively referred to as the "Sears Store," located on portions of the Sears Tract, which portions, sometimes hereinafter collectively called the "Sears Store Site," are shown on Exhibit B.

M. Broadway has heretofore constructed and is operating, as a part of the Center, a retail facility in one building, hereinafter called the "Broadway Store," located on a portion of the Broadway Tract, which portion, sometimes hereinafter called the "Broadway Store Site," is shown on Exhibit B.

N. Nordstrom has heretofore remodeled Auerbach's Building and desires to operate, or cause to be operated, a retail facility, in the former Auerbach's Building, hereinafter called the "Nordstrom Store," located on a portion of the Nordstrom Tract, which portion, sometimes hereinafter called the "Nordstrom Store Site," is shown on Exhibit B.

O. Developer has heretofore constructed and is operating, as a part of the Center, in several buildings or installations for retail and related occupancies, in both "Mall Stores," as

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defined in the REA, and "Non-Mall Stores," as defined in the REA, and in addition thereto, has constructed the "Enclosed Mall," as defined in the REA; the Mall Stores, Non-Mall Stores and Enclosed Mall are located on portions of the Developer Tract, as shown on Exhibit B.

P. Sears desires to construct or cause to be constructed and thereafter operate, or cause to be operated (but shall have no obligation to operate) as part of the Center, one freestanding building or installation as hereinafter provided, for uses permitted by the REA, hereinafter referred to as the "Sears Peripheral Store" (as hereinafter defined) located within the designated Sears Permissible Building Area on a portion of the Sears Tract, as shown on Exhibit B.

Q. Developer desires to construct or cause to be constructed "popout" storefronts in the Developer Mall Stores.

R. Developer desires to construct or cause to be constructed a phased remodel, consisting of Phase I (i.e., will consist of painting the Common Area ceilings and replacing frosted skylights with clear skylights), Phase II (i.e., will consist of (i) removing benches and planters from the Enclosed Mall corridors to be replaced with free standing benches and trees flush with the floor, (ii) some of the original terrazzo in the Enclosed Mall will be replaced with brick tile, (iii) lightwells will be shortened and/or removed, and (iv) additional light fixtures will be added to the Enclosed Mall along with retiling of the vestibules leading to the service corridors) and Phase III (i.e., will consist of (i) removal of cast-in-place planters/benches to be replaced by updated planters, benches, new trees, grates/potted plants and (ii) new light standards, decorative columns and skylights), of the Enclosed Mall (collectively, the "Remodel").

S. The Parties hereto desire to enter into this Amendment #2 to (i) provide for the maintenance and operation by Nordstrom of the Nordstrom Store on the Nordstrom Store Site, (ii) make Nordstrom a "Party" to the REA, (iii) delete Auerbach

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as a "Party" to the REA, (iv) permit Broadway to use the trade name of either "Broadway" or "Weinstock's," (v) permit Sears to construct the Sears Peripheral Store, (vi) permit Developer to make changes, modifications and alterations to the storefronts of the Developer Mall Stores, (vii) permit Developer to Remodel the Enclosed Mall and (ix) make certain other covenants and agreements as hereinafter more specifically set forth.

TERMS

NOW, THEREFORE, in consideration of the foregoing, and the covenants and agreements on the part of each Party to the others, as hereinafter set forth, it is agreed as follows:

1. All terms used herein which are used in the REA shall, except to the extent modified or redefined herein, have the same meaning herein as when used in the REA.

2. Article I-A of the REA is amended to read in its entirety as follows:

"A. The term 'Accounting Period' refers to any period commencing January 1 and ending on the next following December 31, [except that the first Accounting Period for Sears commenced on November 1, 1972, and for Broadway commenced on August 4, 1974, and for Nordstrom commenced on October 2, 1981, the date Nordstrom opened for business in its Store building], and as respects each Party hereto, shall end on and include the next following December 31, and as respects each Party hereto, its last Accounting Period shall end on and include Termination Date, or such earlier date as may be appropriate pursuant to Article X-F of this REA, as respects a Party or Parties invoking the provisions of said Article X-F. Any portion or portions of the Common Area Maintenance Cost relating to a period of time only part of which is included within the first Accounting Period or the Last Accounting Period of a Party hereto shall be prorated on a daily basis as respects such Party."

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3. Article I-G of the REA is amended to read in its entirety as follows:

"G. The term 'Developer Mall Stores' or 'Mall Stores' refers to the buildings located on the Developer Tract and abutting on the Enclosed Mall."

4. Article I-H of the REA is amended to read in its entirety as follows:

"H. The term 'Developer Non-Mall Stores' or 'Non-Mall Stores' refers to the buildings located on the Developer Tract which do not abut on the Enclosed Mall."

5. Article I-M of the REA is amended to read in its entirety as follows:

"M. The term 'Major' or 'Majors' refers to Sears, Broadway, and/or Nordstrom, severally or collectively, as may be appropriate and as those terms are defined in Article XXIX-I."

6. Article I-N of the REA is amended to read in its entirety as follows:

N. The term 'Occupant' refers to Sears, Broadway and Nordstrom and to any Person from time to time entitled to the use and occupancy of Floor Area in the Center under a lease whereunder each Occupant acquires his or its status as such."

7. The first paragraph of Article I-Q of the REA is amended in its entirety to read:

"The term 'Party' shall mean Developer, Sears, Broadway and Nordstrom or any Person succeeding to the interest of any such Party in its Tract, except as is otherwise provided in subparagraphs 1,2,3 and 4 of this Article I-Q."

8. Article I-U of the REA is amended to read in its entirety as follows:

"U. The term 'Store' or 'Stores' refers to the Sears Store, and/or the Broadway Store, and/or the Nordstrom Store, as the context may require."

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9. Article I-X of the REA is amended to read in its entirety as follows:

"X. The term 'Tract' or 'Tracts' refers to the Developer Tract and/or the Sears Tract and/or the Broadway Tract and/or the Nordstrom Tract, as the context may require."

10. Article I of the REA is amended in part by adding thereto Article I-Y which reads as follows:

"Y. The term 'Sears Peripheral Store' refers to one freestanding building or installation located within the designated Sears Permissible Building Area on a portion of the Sears Tract, as shown on Exhibit B."

11. Article I of the REA is amended in part by adding thereto Article I-Z which reads as follows:

"Z. The term 'Developer Stores' refers to both 'Mall Stores' and 'Non-Mall Stores'."

12. Except as herein otherwise specifically provided, whenever in any provision of the REA there is a reference to both "Sears" and "Broadway," such reference shall be deemed to include "Nordstrom," and whenever there is a reference to "Sears," "Broadway" and "Developer," such reference shall be deemed to include "Nordstrom."

13. The REA is amended in part by deleting the word and/or words "Auerbach," and/or "Auerbach Tract" and/or "Auerbach Store" and/or "Auerbach Store Site" as the context may require, each time such word and/or words appear except as otherwise specifically provided herein and substituting therefore "Nordstrom" and/or "Nordstrom Tract," and/or "Nordstrom Store," and/or "Nordstrom Store Site" as the context may require.

14. The Parties agree that Auerbach is deleted as a Party to the REA.

15. Anything in this REA to the contrary notwithstanding, the Parties hereto agree that Sears may construct or cause to be constructed the Sears Peripheral Store in accordance with the following terms and provisions:

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(a) Sears Peripheral Store shall be one free-standing building or installation located on the Sears Tract within the designated Sears Permissible Building Area, shown on Exhibit B as "Sears Peripheral Store." Sears shall cause to be delivered to each of the Parties hereto not less than ninety (90) days prior to commencement of construction of the Sears Peripheral Store one (1) copy of the proposed plans and specifications for the exterior materials and elevations of said Sears Peripheral Store. The Parties hereto shall have the right to approve, which approval shall not be unreasonably withheld or delayed, the exterior materials of said Sears Peripheral Store to determine whether same are harmonious and compatible with the architectural scheme of the remainder of the Center. In the event any Party hereto shall fail to approve or disapprove the plans and specifications for the exterior materials of said Sears Peripheral Store within thirty (30) days after receipt of same, said plans and specifications for the exterior materials of the Sears Peripheral Store shall be deemed approved.

(b) The Floor Area constructed within the Sears Peripheral Store shall be at the sole discretion of Sears, but is in no event to exceed 6,000 square feet of Floor Area.

(c) All construction work of Sears shall (i) be performed in such a manner as to cause the least reasonable possible interference with the business operations of any other Party, (ii) not permit staging areas or construction worker parking on the Tract of any other Party, (iii) not materially alter access to or egress from the Tract of any Party, (iv) be performed in accordance with all applicable requirements of the REA except the provisions of Articles IX-A and IX-C, and (v) be completed as promptly as reasonably possible.

(d) Concurrently with the commencement of construction of the Sears Peripheral Store, that part of the Common Area located within the designated Sears Permissible Building Area on Exhibit B shall be thereupon withdrawn from and

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cease to be Common Area and all easements thereon and thereunder shall automatically terminate as of said date.

(e) Sears shall repair any damage caused by Sears, its employees, agents, contractors or subcontractors to the Common Area resulting from the construction of the Sears Peripheral Store.

(f) During the course of construction of the Sears Peripheral Store, Sears shall have the benefit of the construction easements set forth in the REA including, but not limited to, those construction easements set forth in Articles II-B, II-C, III-A and XIII-I-2 of the REA.

16. Article VI-E of the REA is amended in part by deleting from the third (3rd) line thereof the numbers "5.5" and substituting in lieu thereof the numbers "5.05."

17. Article VIII-A-1 and VIII-A-2 of the REA are amended to read in their entirety as follows:

"1. The Nordstrom Store shall contain not less than 82,236 square feet of Floor Area or more than 108,244 square feet of Floor Area."

"2. The Sears store, excluding the TBA facility and the Sears Peripheral Store, shall contain not less than 207,000 square feet of Floor Area or more than 287,175 square feet of Floor Area, including its TBA and the Sears Peripheral Store."

18. The provisions of Article X-D of the REA to the contrary notwithstanding, Nordstrom shall not be required to pay its Allocable Share until October 2, 1981, the date it first opened its Store for business.

19. Article X-F of the REA is amended by deleting the last ten (10) lines thereof which read as follows:

"In the event that Auerbach shall elect to withdraw its Tract from the provisions of such agreements, in addition to performing all of the functions of the Operator with respect to the portion of the Shopping Center Site comprising the Auerbach leasehold estate (the

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Auerbach Tract), Auerbach shall also perform such functions and pay all costs and expenses in connection with the operation and maintenance of the Common Area on the portion of the Shopping Center Site described in Part IV of Exhibit A and designated on Exhibit B as the Auerbach Common Area Tract."

20. Article XI-B of the REA is amended in part by adding thereto in the eighth line after the word "Stores" the words "or Sears Peripheral Store."

21. Articles XI-C and XI-D of the REA are amended in part by deleting therefrom the references to "(Best's Triple A)" and substituting in lieu thereof "(Best's most recent Key Rating Guide with a policy holder rating of not less than "A" and a financial classification of not less than "XI")."

22. Anything in this REA to the contrary notwithstanding, including, but not limited to, Article XIII, the Parties hereto (i) agree that Developer may construct or cause to be constructed the Remodel and (ii) acknowledge that Phase I and Phase II of the Remodel have been completed and are hereby approved pursuant to the plans and specifications prepared by The Jerde Partnership ("Jerde") and identified as Jerde Job No. 1517-06. Phase III of the Remodel is currently being implemented and the approval of the Jerde plans and specifications for same, have been submitted to the Parties for their approval pursuant to that certain "Letter Agreement" dated September 26, 1986.

23. Article XIII-D-1 of the REA is hereby amended by adding thereto the following additional paragraph:

"Nordstrom covenants to the other Parties that in the event damage or destruction to the Nordstrom Store occurs within the period commencing on October 2, 1981, and ending on October 31, 1992, Nordstrom shall at its own expense and with all due diligence, repair, restore and rebuild its Store to at least the minimum size as required by Article XXII-A. In the event such damage or destruction occurs within the next seven

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(7) years subsequent to such period, Nordstrom shall only be required to rebuild the mall level of its Store facility to the same size as it was initially constructed."

24. The provisions of Article XIII-D-2 of the REA are hereby deleted.

25. Article XIII-D-4 of the REA is amended in part by deleting from the fourth and fifth lines the following clause:

"and Auerbach, as to the period referred to in paragraph 2,."

26. Article XIII-E of the REA is amended in part by deleting from the fourth line the words "Auerbach Store" and substituting in lieu thereof the words "Nordstrom Store" and by adding thereto in the fourth line after the words "Sears Store" the words "the Sears Peripheral Store."

27. The provisions of Article XIII-F of the REA shall not apply to Nordstrom.

28. Article XIII-I-2 of the REA is amended in part by adding thereto in the third line after the word "Improvements" the words "Sears Peripheral Store."

29. Article XIX-C of the REA is amended in part by adding thereto in the fourth line after the words "Non-Mall Stores" the words "or the Sears Peripheral Store."

30. Article XXI-A-6 of the REA is amended in part by adding thereto the following additional sentence:
"Notwithstanding the foregoing, Developer may without the approval of the Majors construct or cause to be constructed "popout" storefronts in the Developer Mall Stores, provided, however, in no event shall (i) the Common Area of the Enclosed Mall be reduced by more than 5,000 square feet in the aggregate as a result of the construction of said "popout" storefronts or (ii) said "popout" storefronts intrude into the Common Area of the Enclosed Mall by more than four feet (4') from their existing locations."

31. (a) Article XXII-A of the REA is amended in part by deleting the first five lines of the first grammatical

paragraph at Page 91 which read as follows:

"Auerbach covenants and agrees, subject to the provisions of Articles V, XIII, XV, XVII and XXI-A-4, and subject to the other provisions of this Article, that it will open its respective main Store building under the trade name of "Auerbach's" having at least 102,795 square feet of Floor Area."

(b) Article XXII-A of the REA is further amended by deleting the third grammatical paragraph at page 91 and substituting in lieu thereof the following:

"Sears further covenants subject to Articles V, XIII, XV, XVII and XXI-A-4, to maintain and operate its main Store building under the trade name 'Sears' for a period of twenty (20) years from and after the opening of its main Store building, and further covenants that it will operate or cause to be operated retail facilities on the mall level under any name for ten (10) years thereafter; and further covenants that it will maintain and operate its main Store building in not less than 207,000 square feet of Floor Area for a period of twenty (20) years from and after the opening of its main Store building. Notwithstanding anything to the contrary contained herein, the foregoing covenants of Sears shall not run to the benefit of Nordstrom or Broadway."

(c) Article XXII-A of the REA is further amended by adding to the (i) first line at page 92 after the word "Broadway" the following words: "or under the trade name 'Weinstock's or such other trade name as is used by Broadway in the operation of either all its major department stores located in the State of Utah or in a majority of its major department stores presently operated under the trade name of Weinstock's" and (ii) fifth line on page 92 after the word "thereafter." the following words:"; provided, however, the foregoing covenants of Broadway shall not run to the benefit of Sears."

(d) Article XXII-A of the REA is further amended by adding to the fifth line at page 92 after the words "mall level" the following words"

"under any name."

(e) Article XXII-A of the REA is further amended by deleting at Page 92 the first full grammatical paragraph which reads as follows:

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"Auerbach further covenants, subject to Articles XIII, XV and XVII, to maintain and operate its main Store building under the trade name "Auerbach's" and with the aforesaid minimum Floor Area for a period of thirty (30) years from and after the opening of its main Store building."

(f) Article XXII-A of the REA is further amended by adding thereto the following additional paragraph:

"Nordstrom covenants to the Parties that it opened its Store under the trade name 'Nordstrom' on October 2, 1981, and subject to the provisions of Articles V, XIII, XV, XVII, XXI-A-4 and XXII, will thereafter maintain and operate its said Store under such name (or such other trade name as is used by Nordstrom in the operation of all of its stores located in the State of Utah having more than 75,000 square feet of Floor Area) for a period commencing on October 2, 1981, and ending on October 31, 1992, and further covenants to the Parties that it will operate or cause to be operated retail facilities on the mall level under any name for ten (10) years thereafter; and further covenants to the Parties other than Sears that it will maintain and operate its said Store in not less than 82,236 square feet of Floor Area for the period commencing on October 2, 1981, and ending on October 31, 1992."

31. Article XXII-D of the REA is amended in part by deleting from the sixth line the word "Auerbach" and substituting in lieu thereof the word "Nordstrom."

32. Article XXV-A of the REA is amended in the following particulars:

(a) The address of Developer is changed to read as follows:

Fashion Place Associates
c/o The Hahn Company
4350 La Jolla Village Drive, Suite 700
San Diego, California 92122-1233
Attention: Legal Department

with a copy to: Teachers Insurance and Annuity
Association of America
730 Third Avenue
New York, New York 10017
Attention: Mortgage & Real Estate Division

follows:

(b) The address of Broadway is changed to read as

Carter Hawley Hale Stores, Inc.
555 South Flower Street
Los Angeles, California 90014
Attention: Vice President, Real Estate-Legal

(c) The address to which a copy of any notice to Sears shall be sent is changed to read as follows:

Sears, Roebuck and Co.
Sears Tower
Chicago, Illinois 60684
Attention: National Manager Real Estate
Planning Group - Department 824 RE

and

Sears, Roebuck and Co.
Sears Tower
Chicago, IL 60684
Attention: General Counsel
Merchandise Group - Department 766

(d) The address of Nordstrom is as follows:

Nordstrom, Inc.
1501 Fifth Avenue
Seattle, Washington 98101
Attention: President

With a copy to : Nordstrom, Inc.
1501 Fifth Avenue
Seattle, Washington 98101
Attention: Vice President-
Store Planning

(e) The address of Auerbach and the address to which a copy of any such notice be sent is deleted in its entirety.

33. Article XXIX-I of the REA is amended to read in its entirety as follows:

"I. Developer, Sears, Broadway, and Nordstrom. The terms 'Developer,' 'Sears,' 'Broadway,' and 'Nordstrom,' respectively, refer to such Parties and their respective successors and assigns, and as used in this REA, shall, so far as the terms, covenants, provisions and conditions of this REA to be kept, performed, observed and enforced by Developer, Sears, Broadway and Nordstrom are concerned, refer only to the Person who at the time in question is the Party with respect to the Developer Tract, the Sears Tract, the Broadway Tract, and the Nordstrom Tract, as the case may be, it being agreed and understood that such terms, covenants and conditions shall be binding upon and enforceable by Developer, Sears, Broadway and Nordstrom only during and in respect of the respective time periods in which each respectively is a Party.

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Notwithstanding the foregoing, it is expressly understood and agreed that the covenants of the Majors to operate pursuant to Article XXII are and shall remain a personal covenant of each respective Major who is a signatory to this REA, and their successors by means of merger or consolidation, and no such signatory shall be released from any obligation under such covenant upon or by any transfer by the signatory of its interest in its respective Tract; and said covenant to operate shall run to the benefit of the successors and assigns of the other Parties, who become Parties in accordance with Article I-Q.

Anything in this Article XXIX-I to the contrary notwithstanding, it is expressly understood and agreed that (i) the terms 'Sears,' 'Broadway' and 'Nordstrom' for the purposes solely of Article XXII, shall mean Sears, Roebuck and Co, a New York corporation; Carter Hawley Hale Stores, Inc., a California corporation; and Nordstrom, Inc., a Washington corporation, respectively, or any other corporation which may succeed to each such Major's business, or any corporation which may, as a result of reorganization, merger, consolidation or sale of stock or assets, succeed to such business (in the case of Carter Hawley Hale Stores, Inc., any other corporation which may succeed to its or to the business of its Weinstock Division), and (ii) each respective Major shall be released from all further obligations under this REA if such Major transfers all of its right, title and interest in and to its Tract to a Person which acquires all or substantially all of the assets of such Major (in the case of Carter Hawley Hale Stores, Inc., to a Person which acquires all or substantially all of its assets or the assets of its Weinstock Division), and which Person, by written instrument in recordable form, expressly assumes all of such Major's obligations hereunder."

34. Article XXIX-J of the REA is amended by adding to the third line of the last grammatical paragraph at page 108 after the word "Article I-Q" the following words:

"and Article XXIX-I."

THIS AMENDMENT #2 has been duly executed by the Parties hereto as of the day and year first above written.

DEVELOPER

FASHION PLACE ASSOCIATES,
a Utah limited partnership

By ERNEST W. HAHN, INC.,
a California Corporation,
dba "The Hahn Company,"
as general partner

By [Signature]
Title Sr. Vice President, Development

By [Signature]
Title Vice President, Property Management

SEARS

SEARS, ROEBUCK AND CO.,
a New York Corporation

By _____
Title _____

By _____
Title _____

BROADWAY

CARTER HAWLEY HALE STORES, INC.,
a Delaware Corporation

By _____
Title _____

By _____
Title _____

NORDSTROM

NORDSTROM, INC.,
a Washington Corporation

By _____
Title _____

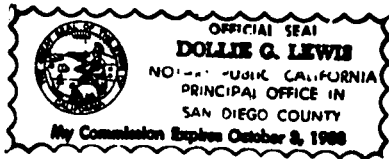
By _____
Title _____

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STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On December 3, 1987, before me, the undersigned a Notary Public in and for said State, personally appeared Bill Doyle, known to me to be the Sr. V.P. of Development and Robert Sorensen known to me to be the V.P. Property Development 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.



Dollie G. Lewis

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this _____ day of _____ 19 _____, before me, a Notary Public in and for said County and State, personally appeared _____, known to me to be the _____, and _____, known to me to be the _____ of SEARS, ROEBUCK AND CO., 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.

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THIS AMENDMENT #2 has been duly executed by the Parties hereto
as of the day and year first above written.

DEVELOPER

FASHION PLACE ASSOCIATES,
a Utah limited partnership

By ERNEST W. HAHN, INC.,
a California Corporation,
dba "The Hahn Company,"
as general partner

By _____
Title _____

By _____
Title _____

SEARS

SEARS, ROEBUCK AND CO.,
a New York Corporation

By Ronald B. Smith
Title National Manager
Real Estate Planning Group

By _____
Title _____

BROADWAY

CARTER HAWLEY HALE STORES, INC.,
a Delaware Corporation

By _____
Title _____

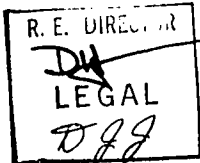
By _____
Title _____

NORDSTROM

NORDSTROM, INC.,
a Washington Corporation

By _____
Title _____

By _____
Title _____



3698E

FORM 6002 REV. 2/56

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On _____, before me, the undersigned a Notary Public in and for said State, personally appeared _____, known to me to be the _____ and _____ known to me to be the _____ 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.

Illinois
STATE OF ~~CALIFORNIA~~)
Cook) SS.
COUNTY OF ~~LOS ANGELES~~)

On this *26th* day of *January* 19 *88*, before me, a Notary Public in and for said County and State, personally appeared *Ronald B. Smith*, known to me to be the *National Manager - Real Estate and Planning Group*, known to me to be the _____ of SEARS, ROEBUCK AND CO., 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.



William H. Gurnea

My Commission Expires October 22, 1991

3698E

THIS AMENDMENT #2 has been duly executed by the Parties hereto
as of the day and year first above written.

DEVELOPER

FASHION PLACE ASSOCIATES,
a Utah limited partnership

By ERNEST W. HAHN, INC.,
a California Corporation,
dba "The Hahn Company,"
as general partner

By _____
Title _____

By _____
Title _____

SEARS

SEARS, ROEBUCK AND CO.,
a New York Corporation

By _____
Title _____

By _____
Title _____

BROADWAY

CARTER HAWLEY HALE STORES, INC.,
a Delaware Corporation

By *[Signature]*
Title *Vice Pres*

By *[Signature]*
Title *Secretary*

NORDSTROM

NORDSTROM, INC.,
a Washington Corporation

By _____
Title _____

By _____
Title _____

BOOK 6002 P. 2758

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this 22nd day of December 19 87, before me, a Notary Public in and for said County and State, personally appeared E. J. Caldecott, known to me to be the Vice President, and J. L. Vandenberg, known to me to be the Secretary of CARTER HAWLEY HALE STORES, INC., 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.



[Handwritten signature]

STATE OF WASHINGTON)
) SS.
COUNTY OF _____)

On this _____ day of _____ 19 _____, before me, a Notary Public in and for said County and State, personally appeared _____, known to me to be the _____, and _____, known to me to be the _____ of NORDSTROM, INC., 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.

THIS AMENDMENT #2 has been duly executed by the Parties hereto
as of the day and year first above written.

DEVELOPER

FASHION PLACE ASSOCIATES,
a Utah limited partnership

By ERNEST W. HAHN, INC.,
a California Corporation,
dba "The Hahn Company,"
as general partner

By _____
Title _____

By _____
Title _____

SEARS

SEARS, ROEBUCK AND CO.,
a New York Corporation

By _____
Title _____

By _____
Title _____

BROADWAY

CARTER HAWLEY HALE STORES, INC.,
a Delaware Corporation

By _____
Title _____

By _____
Title _____

NORDSTROM

NORDSTROM, INC.,
a Washington Corporation

By *[Signature]*
Title *Chairman*

By *[Signature]*
Title *Exec. Vice President*

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

On this _____ day of _____ 19 _____, before me, a Notary Public in and for said County and State, personally appeared _____, known to me to be the _____, and _____, known to me to be the _____ of CARTER HAWLEY HALE STORES, INC., 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.

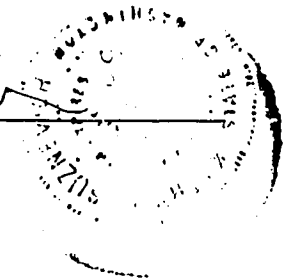
WITNESS my hand and official seal.

STATE OF WASHINGTON)
) SS.
COUNTY OF King)

On this 4th day of December 1987, before me, a Notary Public in and for said County and State, personally appeared Bruce A. Nordstrom, known to me to be the co-chairman, and Jack McMillan, known to me to be the Executive Vice President of NORDSTROM, INC., 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.

Kathyl Sumner



JOINDER, CONSENT AND APPROVAL AGREEMENT

By

O.A.A. TRUST

BCA 6002 P.33 2762

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

JOINDER, CONSENT AND APPROVAL AGREEMENT

O.A.A. TRUST, a Utah Family Trust (hereinafter referred to as "TRUST"), hereby consents to and approves the provisions of (i) that certain Amendment #1 to Construction, Operation and Reciprocal Easement Agreement ("Amendment #1") dated April 19, 1973, which was duly recorded on May 15, 1973, as Entry No. 2539860, Book 3326, Page 150, Official Records of the County of Salt Lake, State of Utah, and (ii) the foregoing Amendment #2 to Construction, Operation and Reciprocal Easement Agreement ("Amendment #2"; Amendment #1 and Amendment #2 are collectively referred to as the "REA") as the fee owner of certain real property (the "Premises") more particularly described in that certain Ground Lease by and between TRUST, as Landlord, and FASHION PLACE ASSOCIATES, a limited partnership (hereinafter referred to as "Developer"), as Tenant, dated October 20, 1971, a Notice of Lease of which was recorded October 29, 1971, as Entry Number 2418198, Book 3011, Page 503, Official Records of the County of Salt Lake, State of Utah, as amended by "First Amendment to Ground Lease Dated October 20, 1971," recorded on May 15, 1973, as Entry Number 2539863, Official Records of the County of Salt Lake, State of Utah (said Ground Lease, as amended, being hereinafter referred to as the "Lease"), which Premises constitute a portion of the Developer Tract under the foregoing REA.

TRUST, does expressly recognize and agree that its fee interest in the Premises and its interest in the Lease are subject and subordinate to each covenant, restriction, easement and lien created by the REA, and shall be binding upon said Premises for the period of time that each such covenant, restriction, easement and lien is binding under the terms of

BOOK 6002 PAGE 2763

the REA and in accordance with its terms as therein provided.

TRUST hereby joins in the grant to the respective Parties to the REA of the easements in favor of said Parties and their Tracts as set forth in the REA, and agrees to join in the execution of any amendment to Exhibit A to the REA which is prepared pursuant to the provisions of Section XVIII of the REA.

This Joinder, Consent and Approval (the "Consent") by TRUST shall not apply to any subsequent modification or amendment to the REA unless such modification or amendment has been expressly approved in writing by TRUST which approval will not be unreasonably withheld or delayed.

This Consent is made on the understanding and agreement that TRUST does not assume any of the obligations of Developer or of any other Party under the REA and that this Consent is for the purpose of subjecting the Premises owned by TRUST to the covenants, restrictions, easements and liens created by the REA for the term and to the extent as therein set forth, provided, however, until the REA is terminated, in the event Developer's interest in the Lease is terminated, by reason of default or otherwise, TRUST shall, by virtue of such termination, be deemed to have assumed and shall commence performance of the obligations of Developer under the REA arising subsequent to such termination, all in accordance with the terms thereof. Any liability of TRUST after termination of Developer's interest in said Lease shall be limited to TRUST's interest in the Premises and it is a condition to TRUST's joinder, consent and approval that no Party to the REA shall have any recourse against TRUST for any default in the performance of Developer's obligations after the termination of said Lease, except, and to the extent of, TRUST's interest in the Premises. At any time after the termination of Developer's interest in the Lease, TRUST may relet the Premises, or any portion thereof, covered by the Lease to a new tenant which tenant shall in writing assume and agree to perform Developer's obligations under the REA. Upon such reletting and assumption, TRUST shall be relieved of all of the assumed obligations of

O.A.A.
N.C.A.
D.A.S.

REV 6002 (R) 2764

Developer to the extent same have been assumed by any such new tenant, but the provisions of this Consent shall be binding upon any such new tenant.

This Consent shall be covenants running with the land of the Shopping Center Site and shall be binding upon TRUST and its successors, successors in interest and assigns, and its interest in the Premises and shall inure to the benefit of the Parties to the REA, their successors, and assigns.

DATED as of this 28th day of December, 1987.

TRUST

O.A.A. Trust,
a Utah Family Trust

By Owen A. Allred
Owen A. Allred,
as Trustee

By Vera C. Allred
Vera C. Allred,
as Trustee

By Dean O. Allred
Dean O. Allred,
as Trustee

3756E

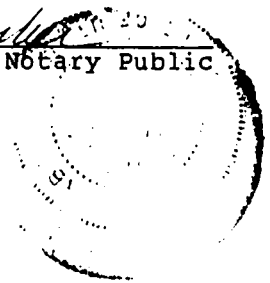
BOOK 6002 PAGE 2765

STATE OF Utah)
COUNTY OF Salt Lake) ss.

On this 28th day of December, 1987, before me, a Notary Public, duly authorized in and for the said County in the State aforesaid to take acknowledgments, personally appeared Owen G. Allred, Mrs. C. Allred and Allan O. Allred, known to me to be the trustees, and _____ of O.A.A. TRUST, the corporation described in the foregoing instrument, and acknowledged that as such officers, being authorized so to do, they executed the foregoing instrument on behalf of said corporation by subscribing the name of such corporation by themselves as such officers and caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Bonnie Bada
Notary Public



BOOK 6002 PAGE 2766

JOINDER, CONSENT AND APPROVAL AGREEMENT

By

VALLEY BANK AND TRUST COMPANY

BOOK 6002 PAGE 2767

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

JOINDER, CONSENT AND APPROVAL AGREEMENT

VALLEY BANK AND TRUST COMPANY a Utah corporation (hereinafter referred to as "TRUST COMPANY"), hereby consents to and approves the provisions of (i) that certain Amendment #1 to Construction, Operation and Reciprocal Easement Agreement ("Amendment #1") dated April 19, 1973, which was duly recorded on May 15, 1973, as Entry No. 2539860, Book 3326, Page 150, Official Records of the County of Salt Lake, State of Utah, and (ii) the foregoing Amendment #2 to Construction, Operation and Reciprocal Easement Agreement ("Amendment #2"; Amendment #1 and Amendment #2 are collectively referred to as the "REA") as the fee owner of certain real property (the "Premises") more particularly described in that certain Ground Lease by and between VALLEY BANK INVESTMENT CO. ("Bank"), as Landlord, and FASHION PLACE ASSOCIATES, a limited partnership (hereinafter referred to as "Developer"), as Tenant, dated April 26, 1971, a Notice of Lease of which was recorded June 14, 1971, as Entry Number 2391098, Book 2968, Page 592, Official Records of the County of Salt Lake, State of Utah, as amended by "First Amendment to Ground Lease Dated April 26, 1971," dated as of April 23, 1973, and recorded on May 15, 1973, as Entry Number 2539864, Official Records of the County of Salt Lake, State of Utah, (said Ground Lease, as amended, being hereinafter referred to as the "Lease"), which Premises constitute a portion of the Developer Tract under the foregoing REA. Whereas, Bank, subsequent to April 23, 1973, merged into and became a part of TRUST COMPANY which succeeded to all rights and interests in contracts, agreements and other assets of Bank.

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TRUST COMPANY, does expressly recognize and agree that its fee interest in the Premises and its interest in the Lease are subject and subordinate to each covenant, restriction, easement and lien created by the REA, and shall be binding upon said Premises for the period of time that each such covenant, restriction, easement and lien is binding under the terms of the REA and in accordance with its terms as therein provided.

TRUST COMPANY hereby joins in the grant to the respective Parties to the REA of the easements in favor of said Parties and their Tracts as set forth in the REA, and agrees to join in the execution of any amendment to Exhibit A to the REA which is prepared pursuant to the provisions of Section XVIII of the REA.

This Joinder, Consent and Approval (the "Consent") by TRUST COMPANY shall not apply to any subsequent modification or amendment to the REA unless such modification or amendment has been expressly approved in writing by TRUST COMPANY which approval will not be unreasonably withheld or delayed.

This Consent is made on the understanding and agreement that TRUST COMPANY does not assume any of the obligations of Developer or of any other Party under the REA and that this Consent is for the purpose of subjecting the Premises owned by TRUST COMPANY to the covenants, restrictions, easements and liens created by the REA for the term and to the extent as therein set forth; provided, however, until the REA is terminated, in the event Developer's interest in the Lease is terminated, by reason of default or otherwise, TRUST COMPANY shall, by virtue of such termination, be deemed to have assumed and shall commence performance of the obligations of Developer under the REA arising subsequent to such termination, all in accordance with the terms thereof. Any liability of TRUST COMPANY after termination of Developer's interest in said Lease shall be limited to TRUST COMPANY's interest in the Premises and it is a condition to TRUST COMPANY's joinder, consent and approval that no Party to the REA shall have any recourse against TRUST COMPANY for any default in the performance of

REC- 6002 REV. 2769

Developer's obligations after the termination of said Lease, except, and to the extent of, TRUST COMPANY's interest in the Premises. At any time after the termination of Developer's interest in the Lease, TRUST COMPANY may relet the Premises, or any portion thereof, covered by the Lease to a new tenant which tenant shall in writing assume and agree to perform Developer's obligations under the REA. Upon such reletting and assumption, TRUST COMPANY shall be relieved of all of the assumed obligations of Developer to the extent same have been assumed by any such new tenant, but the provisions of this Consent shall be binding upon any such new tenant.

This Consent shall be covenants running with the land of the Shopping Center Site and shall be binding upon TRUST COMPANY and its successors, successors in interest and assigns, and its interest in the Premises and shall inure to the benefit of the Parties to the REA, their successors, and assigns.

DATED as of this 19 day of January, 1988.

TRUST COMPANY

Valley Bank and Trust Company,
a Utah corporation

By E. A. Thomsen

Title Exec. Vice President

By R. D. Wicks

Title Secretary

NOTARY BLOCK

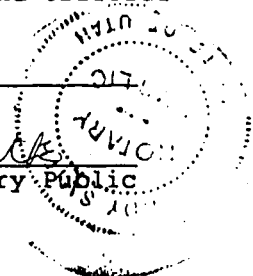
STATE OF UTAH)
) SS.
COUNTY OF SALT LAKE)

On this 19th day of January, 1988, before me, a Notary Public, duly authorized in and for the said County in the State aforesaid to take acknowledgments, personally appeared E. H. Thronksen and Robert D. Myrick known to me to be the Executive Vice President and Secretary of VALLEY BANK AND TRUST COMPANY, the corporation described in the foregoing instrument, and acknowledged that as such officers, being authorized so to do, they executed the foregoing instrument on behalf of said corporation by themselves as such officers and caused the corporate seal of said corporation to be affixed thereto, as their free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: February 6, 1989

Cindy Amick
Notary Public



CONSENT AND SUBORDINATION AGREEMENT

~~February~~ 8, 1988

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA ("Teachers"), a New York corporation, owner and holder of that certain Mortgage executed and delivered by FASHION PLACE ASSOCIATES, a Utah limited partnership, to Teachers, dated May 14, 1973, recorded May 15, 1973, as Entry No. 2539869, Book 4216, Page 360, Official Records of the County of Salt Lake, State of Utah, which Mortgage was supplemented by a First Supplement to Mortgage dated May 24, 1976, between like parties and recorded on June 1, 1976, as Entry No. 2819556, Book 4216, Page 379, Official Records of the County of Salt Lake, State of Utah, and further supplemented by a Second Supplement to Mortgage spreading the lien of said Mortgage to the rights appurtenant of Mortgagor created by the below referred to Construction, Operation and Reciprocal Easement Agreement as amended on 8th day of February, 1988 between like parties and recorded on the same date as this Consent and Subordination Agreement (the "Consent"), said Mortgage as so supplemented, being hereinafter called the "Mortgage", constituting a first lien upon certain real property lying and being in the City of Murray, County of Salt Lake, State of Utah, as more particularly described in Exhibit A attached hereto and made a part hereof (said real property being herein referred to as the "Mortgaged Premises"), DOES HEREBY CONSENT TO the execution and delivery of (i) that certain Amendment #1 to Construction, Operation and Reciprocal Easement Agreement ("Amendment #1") dated April 19, 1973, which was duly recorded on May 15, 1973, as Entry No. 2539860, Book 3326, Page 150, Official Records of the County of Salt Lake, State of Utah, and (ii) Amendment #2 to Construction, Operation and Reciprocal Easement Agreement ("Amendment #2"; Amendment #1 and Amendment #2 are collectively referred to as the "REA") dated as of February 8, 1988, by and among FASHION PLACE ASSOCIATES, SEARS, ROEBUCK AND CO., CARTER HAWLEY HALE STORES, INC., AND NORDSTROM, INC., and recorded on the same date as this Consent in the Official Records of the County of Salt Lake, State of Utah, AND DOES HEREBY AGREE that the interest of Teachers in and to the Mortgaged Premises shall be SUBJECT AND SUBORDINATE to the rights of the Parties to the REA, created by the REA, in and to the Mortgaged Premises and that said rights shall be charges and encumbrances on the Mortgaged Premises PRIOR AND

BOOK 6002 PAGE 2772

SUPERIOR to Teachers' interest in the lien of the Mortgage with the same force and effect as if the REA had been executed, delivered and recorded prior to the execution, delivery and recording of the Mortgage.

Teachers hereby expressly recognizes that the Parties to the REA have entered into the REA on the express condition that Teachers consent thereto and subordinate its interest in the Mortgage to said rights.

Teachers does expressly recognize, consent and agree that each covenant, restriction, easement and lien created by the REA shall be binding upon the Mortgaged Premises for the period of time that each such covenant, restriction, easement and lien is binding under the terms of the REA in accordance with the terms as therein provided.

This Consent is made by Teachers for the purpose of subordinating the lien of the Mortgage to said rights created by the REA, and to acknowledge that said rights created by the REA shall be prior and superior to the lien of the Mortgage.

This Consent shall be binding upon Teachers and its successors, successors in interest and assigns, and its interest in the Mortgaged Premises, and shall inure to the benefit of the Parties to the REA, and their respective successors and assigns, and to the real property therein described.

IN WITNESS WHEREOF, Teachers has duly executed this Consent and Subordination Agreement as of the 8th day of February, 1988.

TEACHERS INSURANCE AND ANNUITY
ASSOCIATION OF AMERICA
a New York corporation

BY:

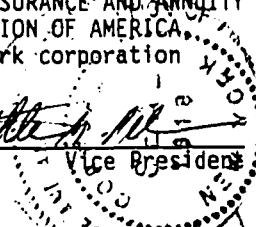
Walter M. [Signature]

Vice President

BY:

Dan [Signature]

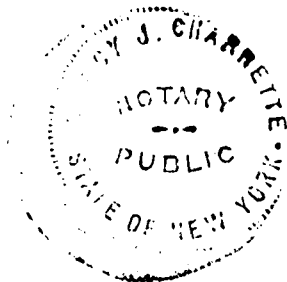
Assistant Secretary



STATE OF NEW YORK)
)SS:
COUNTY OF NEW YORK)

On January 27, 1988, before me, the undersigned, a Notary Public in and for said State, personally appeared PAATHLEEN U. NELSON and MARGARET WATERS, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as the VICE PRESIDENT and ASSISTANT SECRETARY on behalf of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, 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 trustees.

WITNESS my hand and official seal.



Nancy J. Charrette
Notary Public

NANCY J. CHARRETTE
Notary Public, State of New York
No. 24-4753448
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Sept. 30, 1989

BOOK 6002 P. 2775

JOINDER, CONSENT AND APPROVAL AGREEMENT

By

IRMA S. WATTS,
as Trustee

for the

IRMA S. WATTS FAMILY TRUST AGREEMENT

JOINDER, CONSENT AND APPROVAL AGREEMENT

By

IRMA S. WATTS,
as Trustee

for the

IRMA S. WATTS FAMILY TRUST AGREEMENT

2004 6002 P.31 2776

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

JOINDER, CONSENT AND APPROVAL AGREEMENT

IRMA S. WATTS, AS TRUSTEE, FOR THE IRMA S. WATTS FAMILY TRUST AGREEMENT as successor in interest to Denzil E. Watts, Sr., and Irma S. Watts, husband and wife, (hereinafter referred to as "WATTS"), hereby consents to and approves the provisions of (i) that certain Amendment #1 to Construction, Operation and Reciprocal Easement Agreement ("Amendment #1") dated April 19, 1973, which was duly recorded on May 15, 1973, as Entry No. 2539860, Book 3326, Page 150, Official Records of the County of Salt Lake, State of Utah, and (ii) the foregoing Amendment #2 to Construction, Operation and Reciprocal Easement Agreement ("Amendment #2"; Amendment #1 and Amendment #2 are collectively referred to as the "REA") as the fee owner of certain real property (the "Premises") more particularly described in that certain Ground Lease by and between FASHION PLACE ASSOCIATES' (hereinafter referred to as "Developer") assignor, Western States Title Company, as Tenant, and WATTS, as Landlord, dated July 3, 1969, a Short Form of which was recorded July 3, 1969, as Entry Number 2294395, Book 2769, Page 525, Official Records of the County of Salt Lake, State of Utah, as amended by "First Amendment of Ground Lease Dated July 3, 1969," dated as of April 23, 1973, recorded on May 15, 1973, as Entry Number 2539861, Official Records of the County of Salt Lake, State of Utah (said Ground Lease, as amended, being hereinafter referred to as the "Lease"), which Premises constitute a portion of the Developer Tract under the foregoing REA.

WATTS, does expressly recognize and agree that its fee interest in the Premises and its interest in the Lease are subject and subordinate to each covenant, restriction, easement and lien created by the REA, and shall be binding upon said

for sh.

BOOK 6002 PAGE 2777

Premises for the period of time that each such covenant, restriction, easement and lien is binding under the terms of the REA and in accordance with its terms as therein provided.

WATTS hereby joins in the grant to the respective Parties to the REA of the easements in favor of said Parties and their Tracts as set forth in the REA, and agrees to join in the execution of any amendment to Exhibit A to the REA which is prepared pursuant to the provisions of Section XVIII of the REA.

This Joinder, Consent and Approval (the "Consent") by WATTS shall not apply to any subsequent modification or amendment to the REA unless such modification or amendment has been expressly approved in writing by WATTS which approval will not be unreasonably withheld or delayed.

This Consent is made on the understanding and agreement that WATTS does not assume any of the obligations of Developer or of any other Party under the REA and that this Consent is for the purpose of subjecting the Premises owned by WATTS to the covenants, restrictions, easements and liens created by the REA for the term and to the extent as therein set forth.

Notwithstanding anything to the contrary contained herein, this consent does not alter, diminish or impact WATTS' obligations as set forth in that certain Nondisturbance and Attornment Agreement by and between Watts, Developer, Emerson C. Neff and Beryl Neff, and Nordstrom, Inc. of even date herewith.

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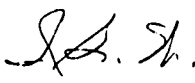
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BOOK 6002 P. 2778

This Consent shall be covenants running with the land of the Shopping Center Site and shall be binding upon WATTS and its successors, successors in interest and assigns, and its interest in the Premises and shall inure to the benefit of the Parties to the REA, their successors, and assigns.

DATED as of this 30 day of January 1988.

WATTS

IRMA S. WATTS FAMILY TRUST
AGREEMENT

By: Irma S. Watts
Irma S. Watts
Title: Trustee Trustee

3754E

BOOK 6002 P. 2779

NOTARY BLOCK

STATE OF)
) SS.
COUNTY OF)

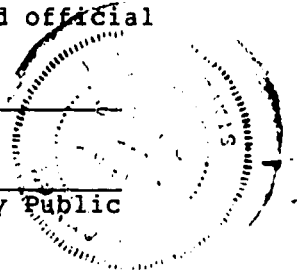
On this 30th day of January, 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared IRMA S. WATTS, Trustee for the IRMA S. WATTS FAMILY TRUST AGREEMENT, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: 5-16-89

Marie L. Hill

Notary Public



3754E/4

BOOK 6002 PAGE 2780

JOINDER, CONSENT AND APPROVAL AGREEMENT

By

MAURICE L. WATTS INVESTMENT COMPANY,
a limited partnership

and

BERYL NEFF,
an individual

BOOK 6002 PAGE 2781

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

JOINDER, CONSENT AND APPROVAL AGREEMENT

MAURICE L. WATTS INVESTMENT COMPANY AND BERYL NEFF, as successors in interest to Maurice L. Watts and Donna ^{DCW} C. Watts, husband and wife, and Emerson C. Neff and Beryl Neff, husband and wife, (hereinafter collectively referred to as "WATTS-NEFF"), hereby consents to and approves the provisions of (i) that certain Amendment #1 to Construction, Operation and Reciprocal Easement Agreement ("Amendment #1) dated April 19, 1973, which was duly recorded on May 15, 1973, as Entry No. 2539860, Book 3326, Page 150, Official Records of the County of Salt Lake, State of Utah, and (ii) the foregoing Amendment #2 to Construction, Operation and Reciprocal Easement Agreement ("Amendment #2"; Amendment #1 and Amendment #2 are hereinafter collectively referred to as the "REA") as the fee owner of certain real property (the "Premises") more particularly described in that certain Ground Lease by and between FASHION PLACE ASSOCIATES' (hereinafter referred to as "Developer") assignor, Western States Title Company, as Tenant, and WATTS-NEFF, as Landlord, dated June 25, 1969, a Short Form of which was recorded June 25, 1969, as Entry Number 2293092, Book 2766, Page 403, Official Records of the County of Salt Lake, State of Utah, as amended by "First Amendment of Ground Lease Dated June 25, 1969," recorded on May 15, 1973, as Entry Number 2539862, Official Records of the County of Salt Lake, State of Utah (said Ground Lease, as so amended, being hereinafter referred to as the "Lease"), which Premises constitute a portion of the Developer Tract under the foregoing REA.

WATTS-NEFF, does expressly recognize and agree that its fee interest in the Premises and its interest in the Lease are subject and subordinate to each covenant, restriction, easement and lien created by the REA, and shall be binding upon said

BOOK 6002 PAGE 2782

Premises for the period of time that each such covenant, restriction, easement and lien is binding under the terms of the REA and in accordance with its terms as therein provided.

WATTS-NEFF hereby joins in the grant to the respective Parties to the REA of the easements in favor of said Parties and their Tracts as set forth in the REA, and agrees to join in the execution of any amendment to Exhibit A to the REA which is prepared pursuant to the provisions of Section XVIII of the REA.

This Joinder, Consent and Approval (the "Consent") by WATTS-NEFF shall not apply to any subsequent modification or amendment to the REA unless such modification or amendment has been expressly approved in writing by WATTS-NEFF.

This Consent is made on the understanding and agreement that WATTS-NEFF does not assume any of the obligations of Developer or of any other Party under the REA and that this Consent is for the purpose of subjecting the Premises owned by WATTS-NEFF to the covenants, restrictions, easements and liens created by the REA for the term and to the extent as therein set forth.

Notwithstanding anything to the contrary contained herein, this Consent does not alter, diminish or impact Watts-Neff's obligations as set forth in that certain Nondisturbance and Attornment Agreement by and between Watts-Neff, Developer and Nordstrom, Inc. ,of even date herewith.

This Consent shall be covenants running with the land of the Shopping Center Site and shall be binding upon WATTS-NEFF and its successors, successors in interest and assigns, and its interest in the Premises and shall inure to the benefit of the Parties to the REA, their successors, and assigns.

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REC- 6002 REG 2783

DATED as of this 18 day of January, 1988.

WATTS-NEFF

Maurice L. Watts Investment
Company,
a limited partnership

By: Maurice Watts

Title: GENERAL PARTNER

By: Donna C. Watts

Title: GENERAL PARTNER

Beryl Neff
Beryl Neff,
an individual

3753E

FORM 6002 REV. 2784

NOTARY BLOCK

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

On this 18 day of JANUARY, 1988, before me, a Notary Public, duly authorized in and for the said County in the State aforesaid to take acknowledgments, personally appeared Maurice L. Watts and Donna C. Watts known to me to be the General Partners and of MAURICE L. WATTS INVESTMENT COMPANY, a limited partnership, the partnership described in the foregoing instrument, and acknowledged that as such partners, being authorized so to do, the executed the foregoing instrument on behalf of said partnership by subscribing the name of such partnership by themselves as such partners, as their free and voluntary act, and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: _____

M Richard Walker
Notary Public
1/21/89

STATE OF NEVADA)
) SS.
COUNTY OF ELKO)

On this 4th day of January, 1988, before me, a Notary Public, duly authorized in and for the said County in the State aforesaid to take acknowledgments, personally appeared BERYL NEFF, an individual, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My commission expires: _____

Marianne Eardley
Notary Public



8204 6002 P.S. 2785

CONSENT AND SUBORDINATION AGREEMENT

By

SHAWMUT BANK, N.A.,
a National Banking Association
as Trustee

LEE E. MacDONALD
as Trustee

BOOK 6002 PAGE 2786

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

CONSENT AND SUBORDINATION AGREEMENT

GEORGE D. MELLING, JR. ("Melling"), as trustee under that certain Deed of Trust, dated as of January 15, 1974, made by NINTH ASSOCIATES, LTD., as trustor, Melling, as trustee, and TENTH CAVENDISH PROPERTIES, INC., as beneficiary, recorded on January 31, 1974, as Entry Number 2597628, Book 3509, Page 164, Official Records of the County of Salt Lake, State of Utah, the beneficial interest of which was assigned to SHAWMUT BANK, N.A., formerly known as The National Shawmut Bank of Boston and Shawmut Bank of Boston, N.A. ("Shawmut"), a national banking association, and LEE E. MacDONALD ("MacDonald") in substitution for W.B. WADLAND, to hold as trustees under that certain Trust Indenture dated as of January 15, 1974, by that certain Assignment of Deed of Trust dated as of January 15, 1974, and recorded on January 31, 1974, as Entry Number 2597630, Book 3509, Page 228, Official Records of the County of Salt Lake, State of Utah, said Deed of Trust as so assigned, being hereinafter called the "Deed of Trust," constituting a first lien upon certain real property lying and being in the City of Murray, County of Salt Lake, State of Utah, as more particularly described therein (said real property being herein referred to as the "Mortgaged Premises"), and Shawmut and MacDonald DO HEREBY CONSENT TO the execution and delivery of (i) that certain Amendment #1 to Construction, Operation and Reciprocal Easement Agreement ("Amendment #1") dated April 19, 1973, which was duly recorded on May 15, 1973, as Entry No. 2539860, Book 3326, Page 150, Official Records of the County of Salt Lake, State of Utah, and (ii) Amendment #2 to Construction, Operation And Reciprocal Easement Agreement ("Amendment #2"; hereinafter Amendment #1 and Amendment #2 are collectively referred to as the "REA") dated as of February 8, 1988, by and among Fashion Place Associates,

BOOK 6002 PAGE 2787

Sears, Roebuck And Co., Carter Hawley Hale Stores, Inc., and Nordstrom, Inc., and recorded on the same date as this Consent And Subordination Agreement (the "Consent") in the Official Records of the County of Salt Lake, State of Utah, AND DO HEREBY AGREE that the beneficial interest under the Deed of Trust shall be SUBJECT AND SUBORDINATE to the rights of the Parties to the REA, and that said rights shall be charges and encumbrances on the Mortgaged Premises PRIOR AND SUPERIOR to the beneficial interests in the lien of the Deed of Trust with the same force and effect as if the REA had been executed, delivered and recorded prior to the execution, delivery and recording of the Deed of Trust.

Shawmut and MacDonald hereby expressly recognize that the Parties to the REA have entered into the REA on the express condition that Melling and MacDonald consent thereto and subordinate the beneficial interests in the Deed of Trust thereto.

Shawmut and MacDonald expressly recognize, consent and agree that each covenant, restriction, easement and lien created by the REA shall be binding upon the Mortgaged Premises for the period of time that each such covenant, restriction, easement and lien is binding under the terms of the REA in accordance with the terms as therein provided.

This Consent is made for the purpose of subordinating the lien of the Deed of Trust and the respective interests of the beneficiaries thereunder to the REA, and to acknowledge that the REA shall be prior and superior to the lien of the Deed of Trust.

This Consent shall be binding upon Shawmut and MacDonald, the beneficiaries under the Deed of Trust, and their respective successors, successors in interest and assigns, and their respective interests in the Deed of Trust, and shall inure to the benefit of the Parties to the REA and their respective successors and assigns, and to the real property therein described.

BOOK 6002 PAGE 2788

IN WITNESS WHEREOF, Shawmut and MacDonald have duly
executed this Consent And Subordination Agreement as
of January 26, 1988.

Shawmut

SHAWMUT BANK, N.A.
a National Banking Association,
as Trustee under the Trust
Indenture

By: [Signature]
Title: SENIOR CORPORATE TRUST OFFICER

By: [Signature]
Title: SENIOR CORPORATE TRUST OFFICER

MacDonald

LEE E. MacDONALD
an individual,
as Trustee under the Trust
Indenture

By Lee E. MacDonald
Lee E. MacDonald

BOOK 6002 PAGE 2789

3748E

STATE OF Massachusetts)
) ss.
COUNTY OF Suffolk)

On this 26th day of January, 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert D. Gersh, known to me to be the Sr. Corporate Trust Officer and Paul G. Grenier of THE SHAWMUT BANK, N.A., a national banking association, the National Banking Association that executed the within instrument, as Trustee, and known to me to be the persons who executed the same on behalf of said National Banking Association and acknowledged to me that said National Banking Association executed the same as Trustee, pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

My Commission expires: 3/20/92



Mary P. O'Heir
Notary Public in and for said
County and State

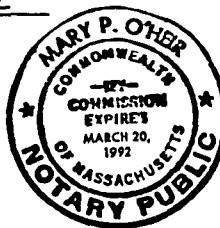
Mary P. O'Heir

COMMONWEALTH OF Massachusetts)
) ss.
COUNTY OF Suffolk)

On this 26th day of January, 1988, before me, the undersigned, a Notary Public in and for said County and State, personally appeared LEE E. MacDONALD, as Trustee, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

WITNESS my hand and official seal.

My Commission
expires: 3/20/92



Mary P. O'Heir
Notary Public in and for said
County and State

Mary P. O'Heir

FORM 6002 REV. 2790



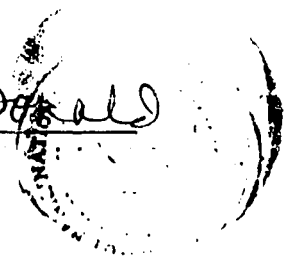
Pursuant to Section 8.5.d. of the Trust Indenture between Tenth Cavendish Properties, Inc. and The National Shawmut Bank of Boston and W.B. Wadland as Trustees, Dated January 15, 1974, Shawmut Bank, N.A., formerly The National Shawmut Bank of Boston, hereby removes W. B. Wadland as Individual Trustee.

Shawmut Bank, N.A.

By: RLW

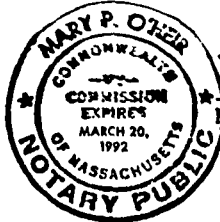
I, Lee E. MacDonald, hereby accept appointment as Individual Trustee pursuant to Section 8.5.d. of the Trust Indenture between Tenth Cavendish Properties, Inc. and The National Shawmut Bank of Boston and W.B. Wadland as Trustee, Dated January 15, 1974.

Lee E. MacDonald
Lee E. MacDonald
Authorized Officer



Commonwealth of Massachusetts
County of Suffolk, SS.

On this 25th day of January, 1988, personally appeared Lee E. MacDonald, known to me as the duly Authorized Officer of the Corporate Trust Department of Shawmut Bank, N.A., a national banking corporation, and she acknowledged the foregoing instrument to be the free act and deed of said Shawmut Bank, N.A.



Mary P. O'Heir
Mary P. O'Heir 3/20/92

BOOK 6002 PAGE 2791

LEGAL DESCRIPTION: DEVELOPER TRACT I

THAT PARCEL OF LAND IN THE CITY OF MURRAY, COUNTY OF SALT LAKE, STATE OF UTAH, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF STATE STREET, DUE SOUTH 257.92 FEET AND DUE EAST 643.68 FEET FROM THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING ALSO BEING SOUTH 2°16'10" WEST 197.85 FEET AND SOUTH 87°43'50" EAST 50.51 FEET FROM THE MONUMENT IN THE INTERSECTION OF 6100 SOUTH STREET AND STATE STREET; THENCE SOUTH 87°43'50" EAST 150.00 FEET; THENCE NORTH 2°16'10" EAST 150.00 FEET TO THE SOUTHERLY LINE OF 6100 SOUTH STREET; THENCE ALONG SAID SOUTHERLY LINE EAST 601.46 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 2°16'10" WEST 133.39 FEET; THENCE NORTH 87°43'50" WEST 1.00 FEET; THENCE SOUTH 2°16'10" WEST 511.98 FEET; THENCE SOUTH 87°43'50" EAST 112.00 FEET; THENCE NORTH 24°50'30" EAST 107.211 FEET; THENCE SOUTH 87°43'50" EAST 151.178 FEET; THENCE SOUTH 2°16'10" WEST 17.00 FEET; THENCE SOUTH 87°43'50" EAST 85.33 FEET; THENCE NORTH 2°16'10" EAST 17.00 FEET; THENCE SOUTH 87°43'50" EAST 140.83 FEET; THENCE SOUTH 2°16'10" WEST 130.85 FEET; THENCE SOUTH 27°43'43" EAST 64.004 FEET; THENCE SOUTH 2°16'10" WEST 260.468 FEET; THENCE SOUTH 87°43'50" EAST 263.225 FEET TO A POINT IN THE WESTERLY LINE OF THIRD EAST STREET, SAID WESTERLY LINE BEING A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1816.638 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 83°09'17" WEST; THENCE SOUTHERLY ALONG SAID CURVE 149.27 FEET THROUGH A CENTRAL ANGLE OF 4°42'28"; THENCE LEAVING SAID WESTERLY LINE NORTH 87°43'50" WEST 274.43 FEET; THENCE SOUTH 2°16'10" WEST 169.14 FEET;

—FOR COPY—
CA REGISTER

BOOK 6002 PAGES 2792

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10/16/86 J.E.

PAGE 2 OF 2

THENCE NORTH 87°43'50" WEST 463.50 FEET; THENCE NORTH 2°16'10" EAST 41.00 FEET; THENCE NORTH 87°43'50" WEST 159.50 FEET; THENCE NORTH 2°16'10" EAST 219.56 FEET; THENCE NORTH 87°43'50" WEST 206.42 FEET; THENCE NORTH 2°16'10" EAST 47.27 FEET; THENCE SOUTH 87°43'50" EAST 30.30 FEET; THENCE NORTH 2°16'10" EAST 250.36 FEET; THENCE NORTH 87°39'36" WEST 121.72 FEET; THENCE NORTH 2°16'10" EAST 81.12 FEET; THENCE NORTH 87°43'50" WEST 364.02 FEET TO THE EASTERLY LINE OF SAID STATE STREET; THENCE ALONG SAID EASTERLY LINE NORTH 1°02'50" EAST 498.20 FEET TO THE POINT OF BEGINNING.

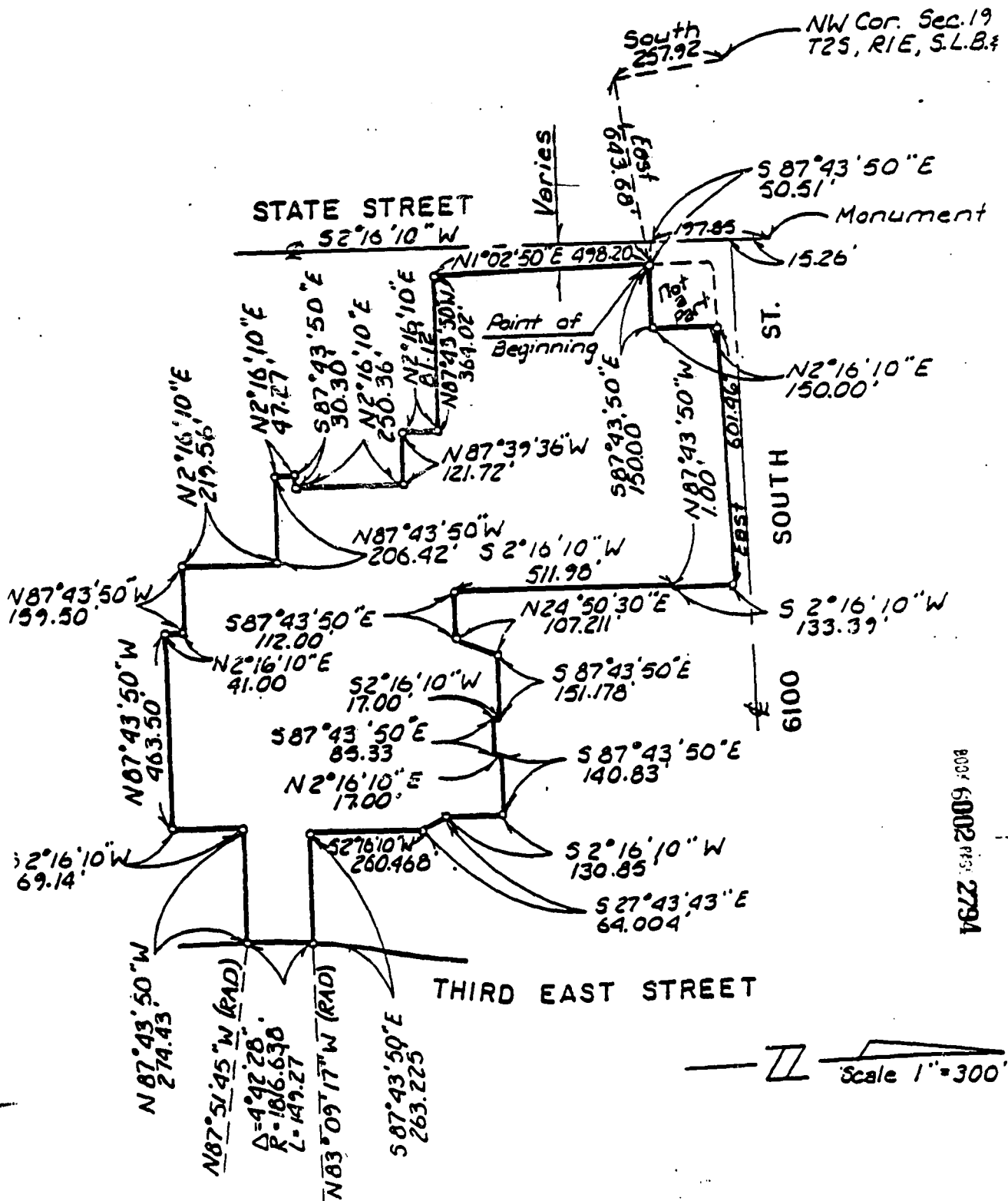
BOOK 6002 PAGE 2793

EXHIBIT MAP



PSOMAS & ASSOCIATES
 CIVIL ENGINEER 3425 OCEAN PARK BLVD
 LAND PLANNER SANTA MONICA, CA 90405
 LAND SURVEYOR PHONE 310 • 460-4217

DEVELOPER'S TRACT I



BOOK 6002 PAGES 2794

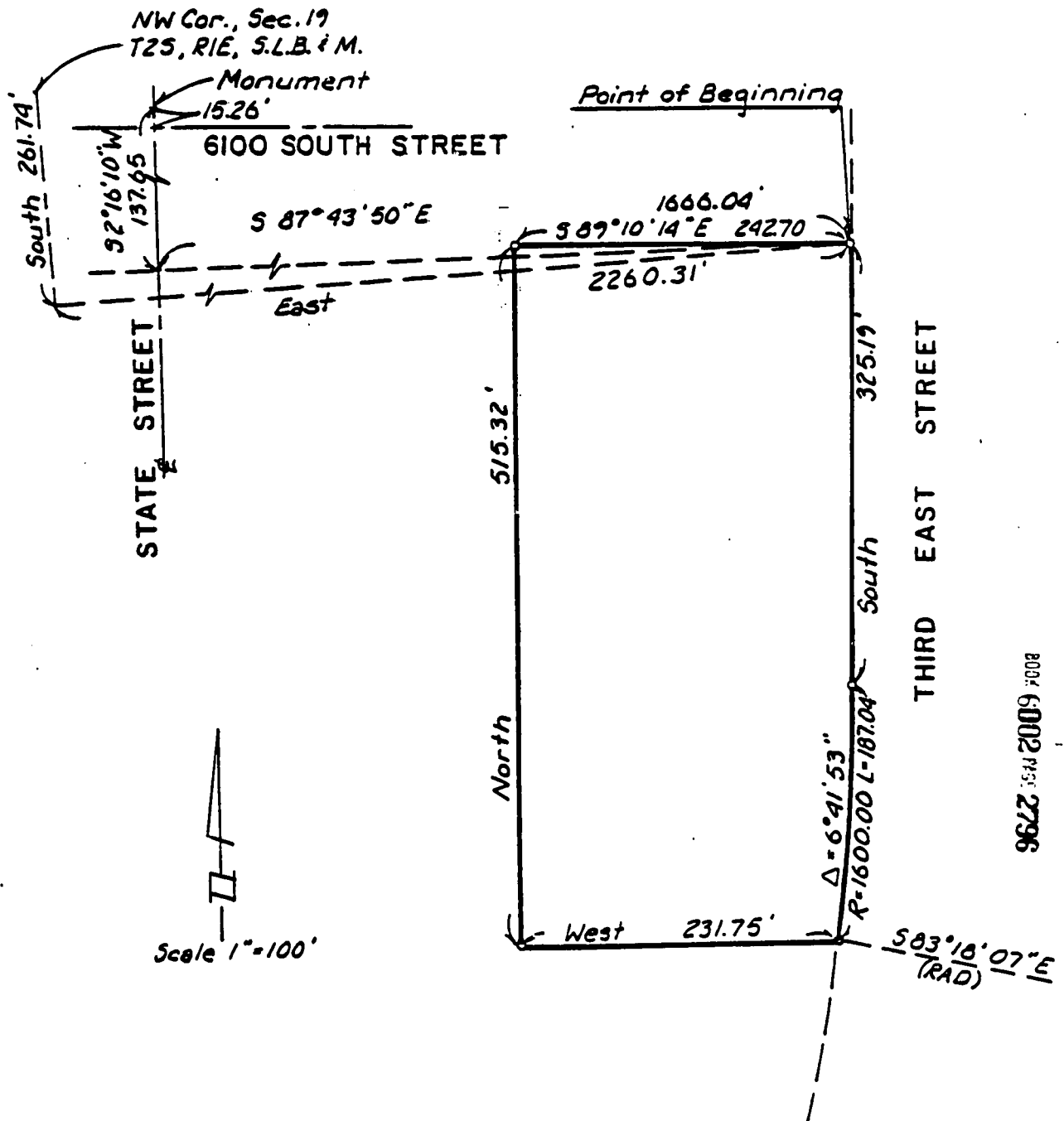
LEGAL DESCRIPTION: DEVELOPER TRACT II

THAT PARCEL OF LAND IN THE CITY OF MURRAY, COUNTY OF SALT LAKE, STATE OF UTAH, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY LINE OF THIRD EAST STREET, DUE SOUTH 261.74 FEET AND DUE EAST 2260.31 FEET FROM THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING SOUTH $2^{\circ}16'10''$ WEST 137.65 AND SOUTH $87^{\circ}43'50''$ EAST 1666.04 FROM THE MONUMENT IN THE INTERSECTION OF 6100 SOUTH STREET AND STATE STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 325.19 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1600.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE 187.04 FEET THROUGH A CENTRAL ANGLE OF $6^{\circ}41'53''$; THENCE LEAVING SAID WESTERLY LINE WEST 231.75 FEET; THENCE NORTH 515.32 FEET; THENCE SOUTH $89^{\circ}10'14''$ EAST 242.70 FEET TO THE POINT OF BEGINNING.

EXHIBIT MAP

DEVELOPER'S TRACT II



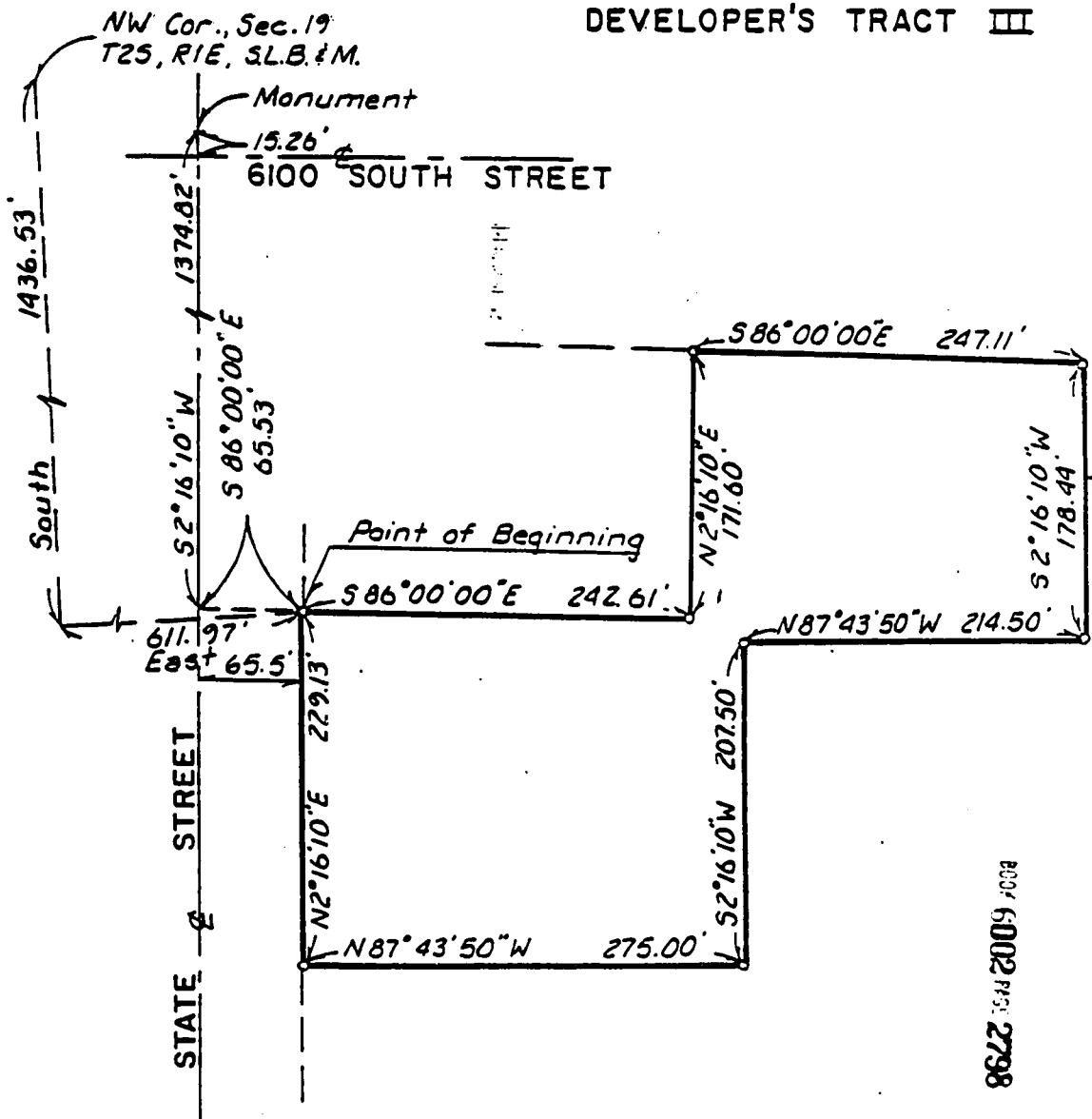
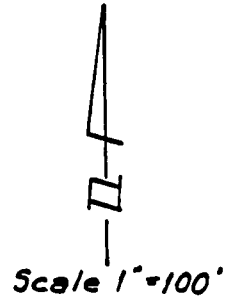
LEGAL DESCRIPTION: DEVELOPER TRACT III

THAT PARCEL OF LAND IN THE CITY OF MURRAY, COUNTY OF SALT LAKE, STATE OF UTAH, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF STATE STREET, DUE SOUTH 1436.53 FEET AND DUE EAST 611.97 FEET FROM THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING ALSO BEING SOUTH $2^{\circ}16'10''$ WEST 1374.82 FEET AND SOUTH $86^{\circ}00'00''$ EAST 65.53 FEET FROM THE MONUMENT IN THE INTERSECTION OF 6100 SOUTH STREET AND STATE STREET; THENCE SOUTH $86^{\circ}00'00''$ EAST 242.61 FEET; THENCE NORTH $2^{\circ}16'10''$ EAST 171.60 FEET; THENCE SOUTH $86^{\circ}00'00''$ EAST 247.11 FEET; THENCE SOUTH $2^{\circ}16'10''$ WEST 178.44 FEET; THENCE NORTH $87^{\circ}43'50''$ WEST 214.50 FEET; THENCE SOUTH $2^{\circ}16'10''$ WEST 207.50 FEET; THENCE NORTH $87^{\circ}43'50''$ WEST 275.00 FEET TO THE EASTERLY LINE OF SAID STATE STREET; THENCE ALONG SAID EASTERLY LINE NORTH $2^{\circ}16'10''$ EAST 229.13 FEET TO THE POINT OF BEGINNING.

BOOK 6002 PAGE 2797

EXHIBIT MAP



10/16/86 J.E.

PAGE 1 OF 1

LEGAL DESCRIPTION: DEVELOPER TRACT IV

THAT PARCEL OF LAND IN THE CITY OF MURRAY, COUNTY OF SALT LAKE, STATE OF UTAH, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF STATE STREET DUE NORTH 555.20 FEET AND DUE EAST 674.755 FEET FROM THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING ALSO BEING NORTH 2°15'30" EAST 613.91 FEET AND EAST 49.54 FEET FROM THE MONUMENT IN THE INTERSECTION OF 6100 SOUTH AND STATE STREETS; THENCE ALONG SAID EASTERLY LINE SOUTH 2°15'30" WEST 26.00 FEET; THENCE EAST 335.79 FEET; THENCE SOUTH 2°15'30" WEST 218.03 FEET; THENCE SOUTH 89°50'00" EAST 309.07 FEET THENCE SOUTH 60°00'00" EAST 163.03 FEET; THENCE SOUTH 4°37'00" WEST 262.79 FEET TO A POINT ON THE NORTHERLY LINE OF 6100 SOUTH STREET, SAID NORTHERLY LINE BEING A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2752.68 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH; THENCE EASTERLY ALONG SAID CURVE 35.10 FEET THROUGH A CENTRAL ANGLE OF 0°43'50"; THENCE NORTH 4°37'00" EAST 409.10 FEET; THENCE EAST 75.00 FEET; THENCE NORTH 2°15'30" EAST 334.921 FEET; THENCE NORTH 79°57'09" WEST 4.111 FEET; THENCE NORTH 79°19'11" WEST 253.08 FEET; THENCE WEST 129.77 FEET; THENCE SOUTH 20°00'00" WEST 214.585 FEET; THENCE WEST 455.594 FEET TO THE POINT OF BEGINNING.

BOOK 6002 PAGE 2739


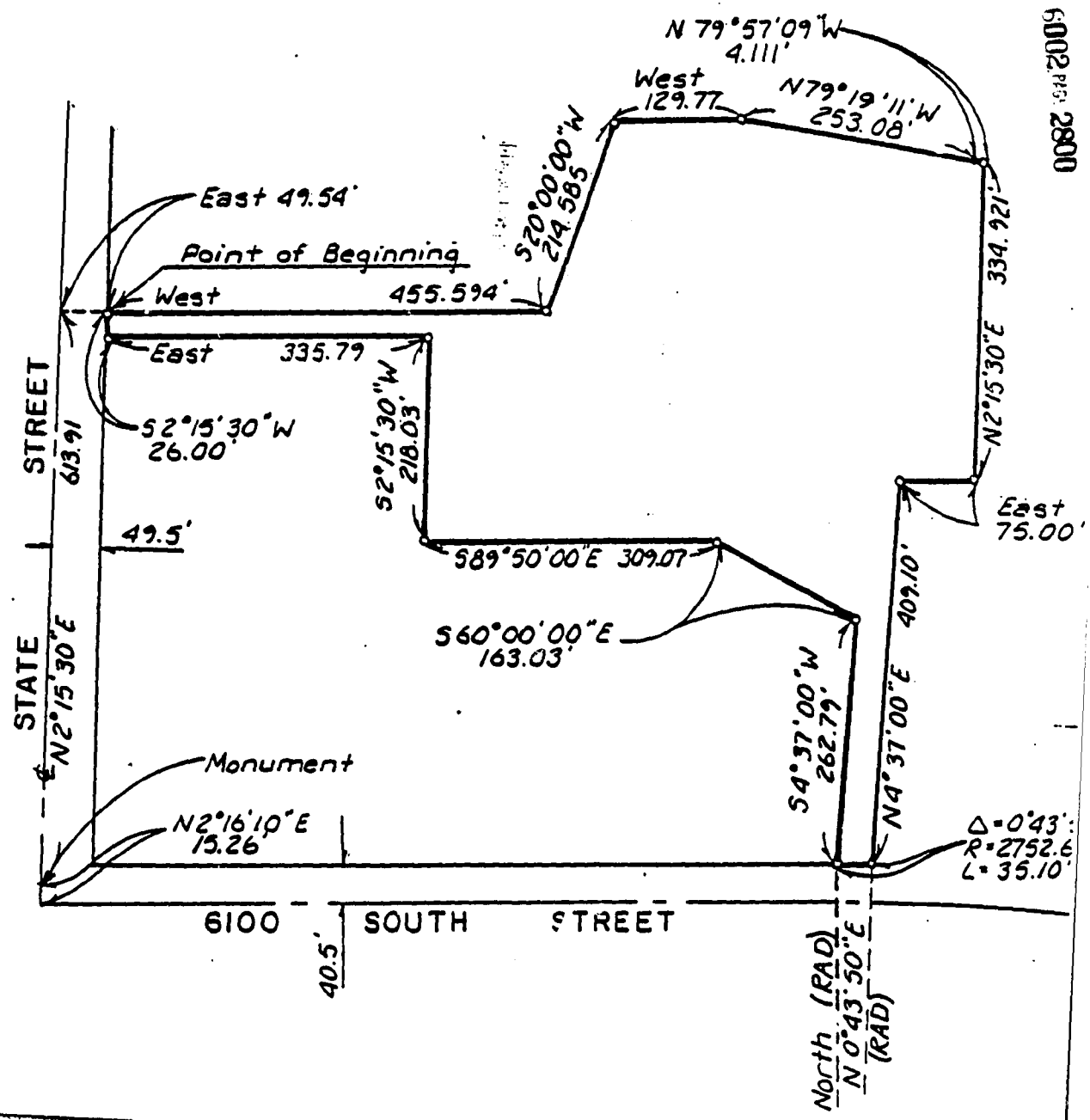
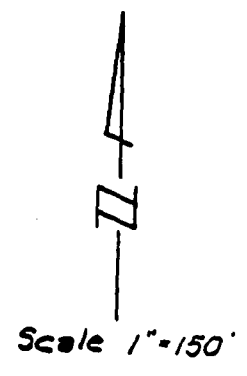

PSOMAS & ASSOCIATES
 CIVIL ENGINEER 3420 OCEAN PARK BLVD
 LAND PLANNER SAN MONICA, CALIFORNIA
 LAND SURVEYOR PHONE 310 • 460-4217

EXHIBIT MAP

DEVELOPER'S TRACT IV



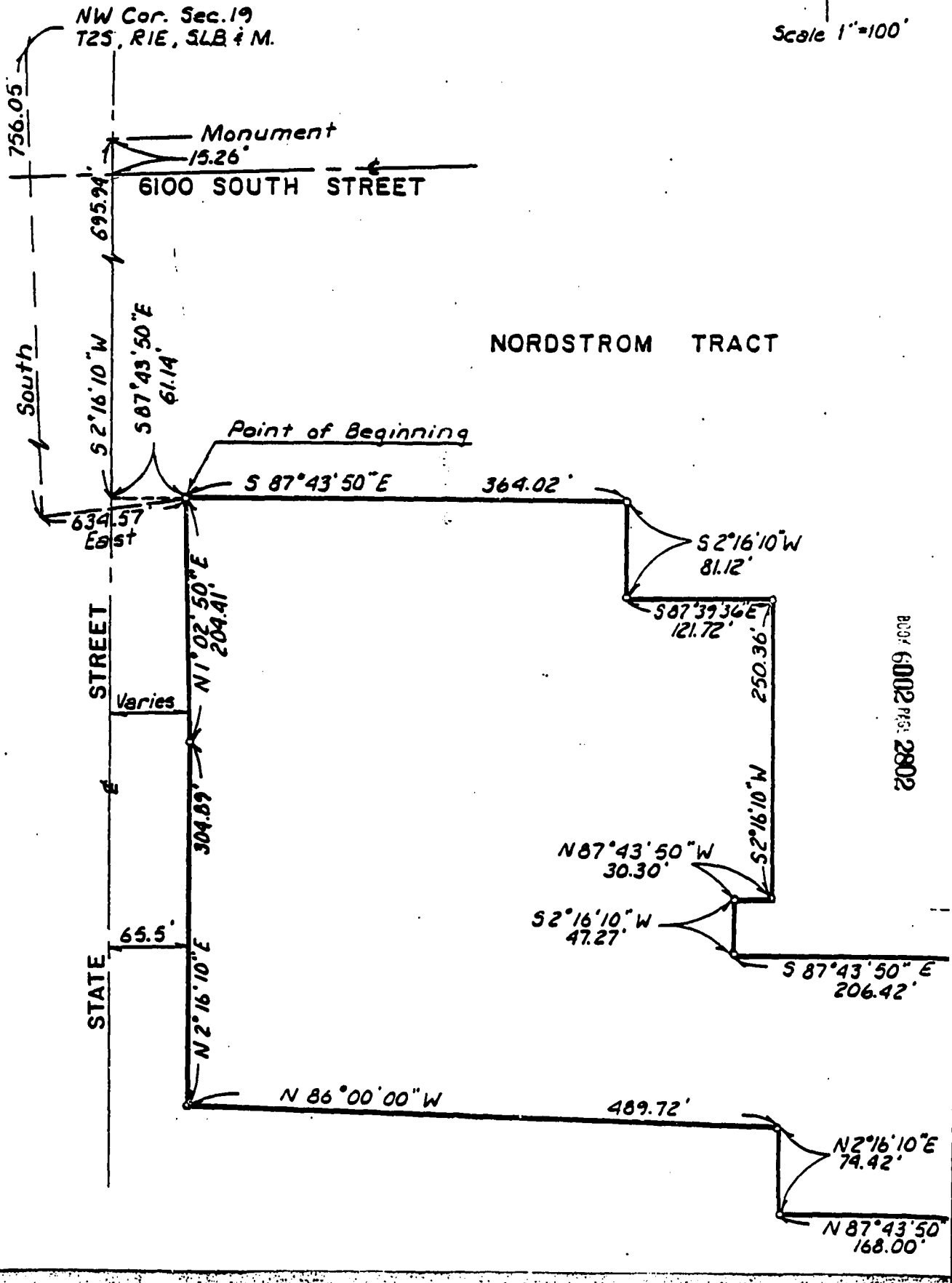
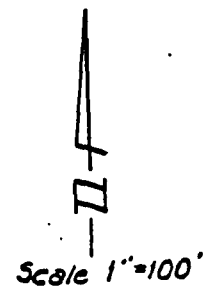
B. 07 6002 P. 03 2800

LEGAL DESCRIPTION: NORDSTORM'S TRACT

THAT PARCEL OF LAND IN THE CITY OF MURRAY, COUNTY OF SALT LAKE, STATE OF UTAH, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF STATE STREET, DUE SOUTH 756.05 FEET AND DUE EAST 634.57 FEET FROM THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING ALSO BEING SOUTH 2°16'10" WEST 695.94 FEET AND SOUTH 87°43'50" EAST 61.14 FEET FROM THE MONUMENT IN THE INTERSECTION OF 6100 SOUTH STREET AND STATE STREET; THENCE SOUTH 87°43'50" EAST 364.02 FEET; THENCE SOUTH 2°16'10" WEST 81.12 FEET; THENCE SOUTH 87°39'36" EAST 121.72 FEET; THENCE SOUTH 2°16'10" WEST 250.36 FEET; THENCE NORTH 87°43'50" WEST 30.30 FEET THENCE SOUTH 2°16'10" WEST 47.27 FEET; THENCE SOUTH 87°43'50" EAST 206.42 FEET; THENCE SOUTH 2°16'10" WEST 219.56 FEET; THENCE NORTH 87°43'50" WEST 168.00 FEET; THENCE NORTH 2°16'10" EAST 74.42 FEET; THENCE NORTH 86°00'00" WEST 489.72 FEET TO THE EASTERLY LINE OF SAID STATE STREET; THENCE ALONG SAID EASTERLY LINE NORTH 2°16'10" EAST 304.89 FEET TO AN ANGLE POINT THEREIN; THENCE CONTINUING ALONG SAID EASTERLY LINE NORTH 1°02'50" EAST 204.41 FEET TO THE POINT OF BEGINNING.

EXHIBIT MAP

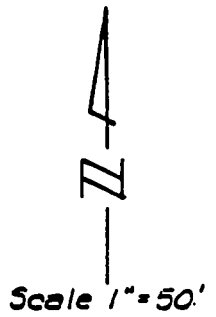


LEGAL DESCRIPTION: NORDSTROM'S ADDITIONAL COMMON AREA TRACT

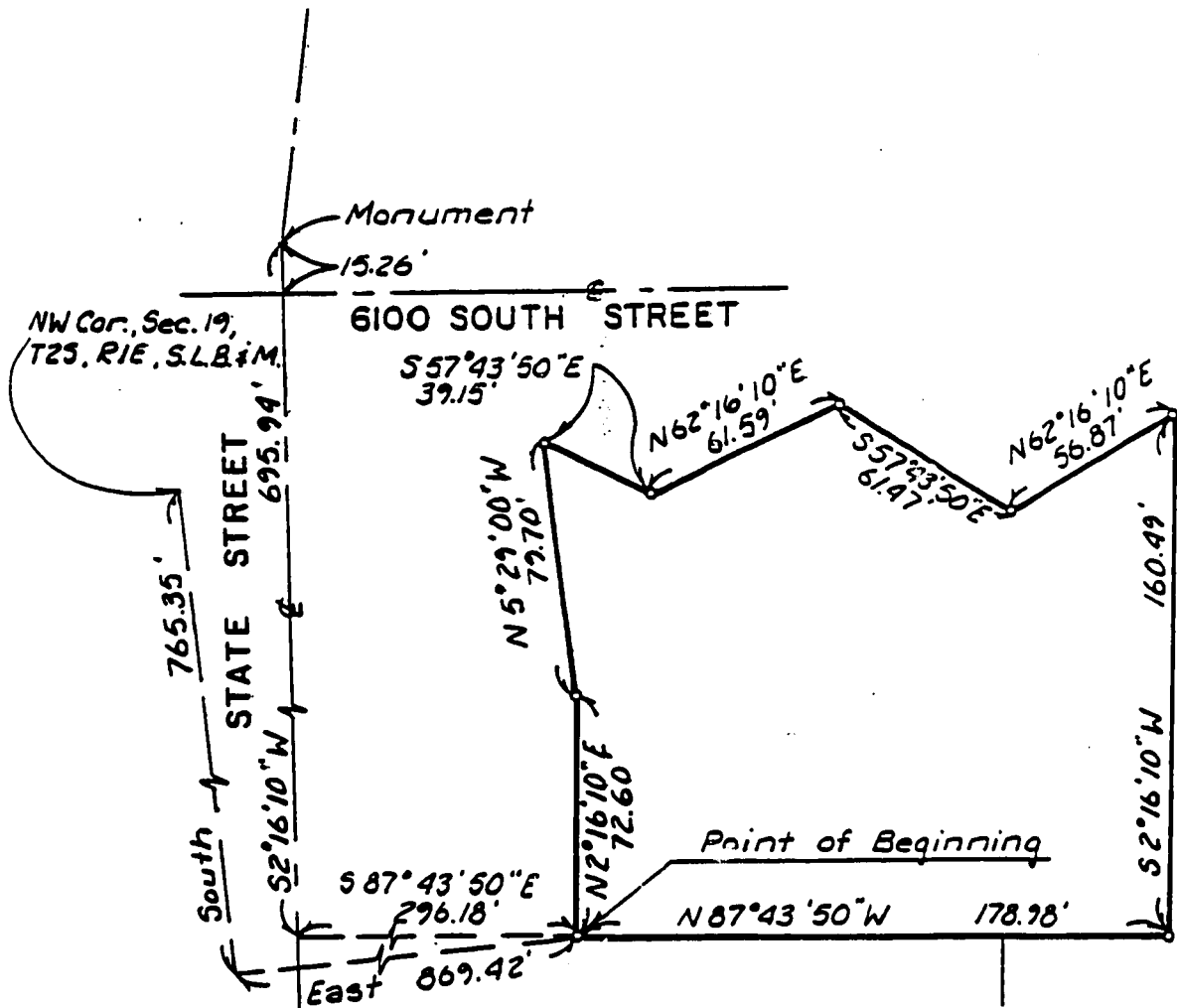
THAT PARCEL OF LAND IN THE CITY OF MURRAY, COUNTY OF SALT LAKE, STATE OF UTAH, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT DUE SOUTH 765.35 FEET AND DUE EAST 869.42 FEET FROM THE NORTHEWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING SOUTH 2°16'10" WEST 695.94 FEET AND SOUTH 87°43'50" EAST 296.18 FEET FROM THE MONUMENT IN THE INTERSECTION OF 6100 SOUTH STREET AND STATE STREET; THENCE NORTH 2°16'10" EAST 72.60 FEET; THENCE NORTH 5°29'00" WEST 79.70 FEET; THENCE SOUTH 57°43'50" EAST 39.15 FEET; THENCE NORTH 62°16'10" EAST 61.59 FEET; THENCE SOUTH 57°43'50" EAST 61.47 FEET; THENCE NORTH 62°16'10" EAST 56.87 FEET; THENCE SOUTH 2°16'10" WEST 160.49 FEET; THENCE NORTH 87°43'50" WEST 178.98 FEET TO THE POINT OF BEGINNING.

EXHIBIT MAP



NORDSTROM'S ADDITIONAL COMMON AREA TRACT




BOOK 60002 P. 2804

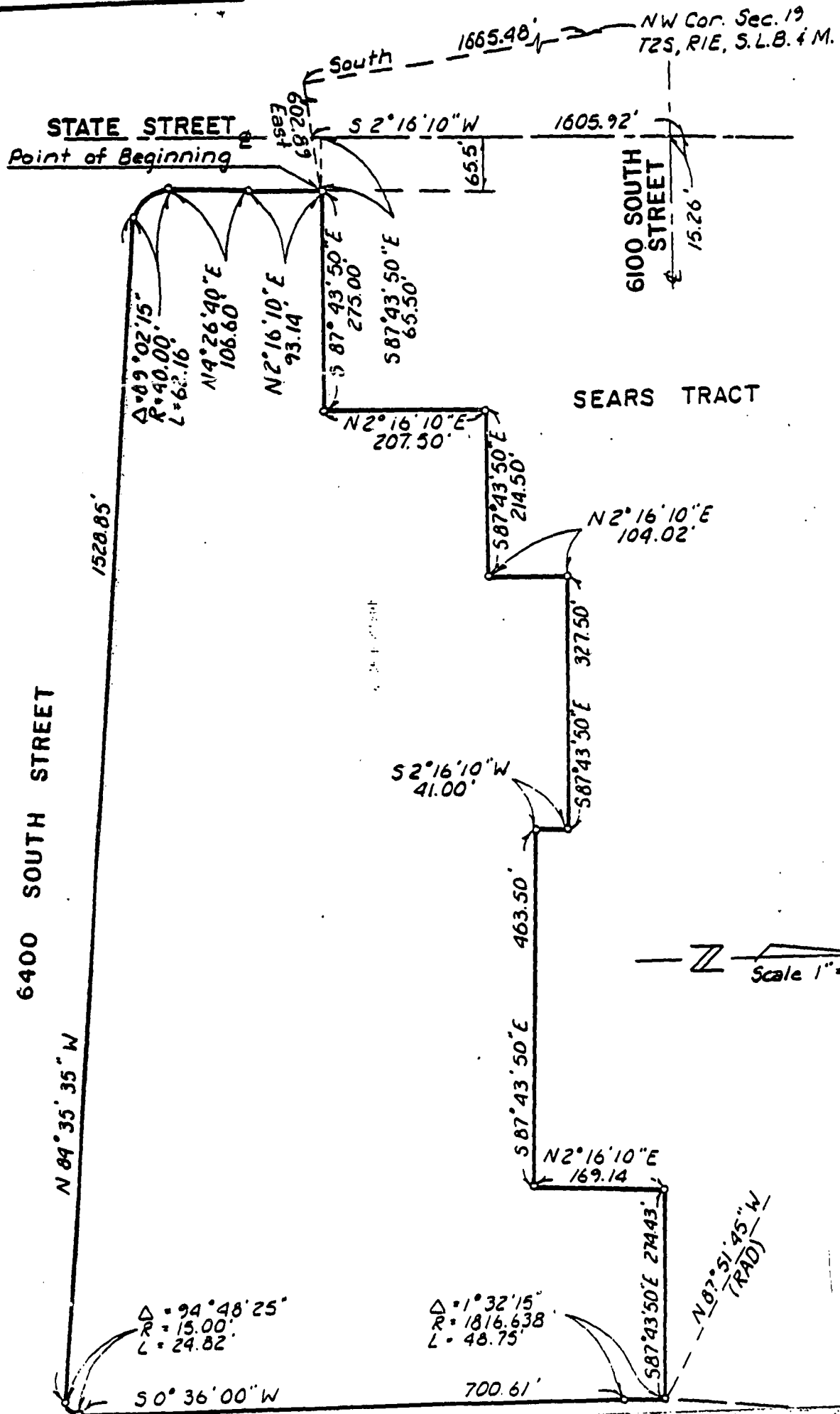
LEGAL DESCRIPTION: SEARS TRACT

THAT PARCEL OF LAND IN THE CITY OF MURRAY, COUNTY OF SALT LAKE, STATE OF UTAH, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF STATE STREET, DUE SOUTH 1665.48 FEET AND DUE EAST 602.89 FEET FROM THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, SAID POINT OF BEGINNING ALSO BEING SOUTH 2°16'10" WEST 1605.92 FEET AND SOUTH 87°43'50" EAST 65.50 FEET FROM THE MONUMENT IN THE INTERSECTION OF 6100 SOUTH STREET AND STATE STREET; THENCE SOUTH 87°43'50" EAST 275.00 FEET; THENCE NORTH 2°16'10" EAST 207.50 FEET; THENCE SOUTH 87°43'50" EAST 214.50 FEET; THENCE NORTH 2°16'10" EAST 104.02 FEET; THENCE SOUTH 87°43'50" EAST 327.50 FEET; THENCE SOUTH 2°16'10" WEST 41.00 FEET; THENCE SOUTH 87°43'50" EAST 463.50 FEET; THENCE NORTH 2°16'10" EAST 169.14 FEET; THENCE SOUTH 87°43'50" EAST 274.43 FEET TO A POINT IN THE WESTERLY LINE OF THIRD EAST STREET, SAID WESTERLY LINE BEING A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1816.638 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 87°51'45" WEST; THENCE SOUTHERLY ALONG SAID CURVE 48.75 FEET THROUGH A CENTRAL ANGLE OF 1°32'15"; THENCE SOUTH 0°36'00" WEST 700.61 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 24.82 FEET THROUGH A CENTRAL ANGLE OF 94°48'25" TO A POINT ON THE NORTHERLY LINE OF 6400 SOUTH STREET; THENCE ALONG SAID NORTHERLY LINE NORTH 84°35'35" WEST 1528.85 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 62.16 FEET THROUGH A CENTRAL ANGLE OF 89°02'15" TO A POINT ON THE WESTERLY LINE OF SAID STATE STREET; THENCE ALONG SAID WESTERLY LINE NORTH 4°26'40" EAST 106.60 FEET TO AN ANGLE POINT THEREIN; THENCE NORTH 2°16'10" EAST 93.14 FEET TO THE POINT OF BEGINNING.

EXHIBIT MAP


THOMAS & ASSOCIATES
 CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS
 1400 OCEAN PARK AVE
 SAN DIEGO, CALIF. 92108
 PHONE 213 • 450-1211



Scale 1" = 150'

BOOK 6002 PAGE 2806

LEGAL DESCRIPTION: BROADWAY TRACT

THAT PARCEL OF LAND IN THE CITY OF MURRAY, COUNTY OF SALT LAKE, STATE OF UTAH, DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCING AT THE MONUMENT IN THE INTERSECTION OF 6100 SOUTH STREET AND STATE STREET, SAID MONUMENT BEING DUE SOUTH 58.23 FEET AND DUE EAST 601.04 FEET FROM THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN; THENCE ALONG THE CENTERLINE OF SAID STATE STREET SOUTH $2^{\circ}16'10''$ WEST 55.80 FEET TO THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF SAID 6100 SOUTH STREET; THENCE ALONG SAID PROLONGATION AND THE SOUTHERLY LINE OF SAID 6100 SOUTH STREET EAST 802.13 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHERLY LINE EAST 29.086 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2671.68 FEET; THENCE EASTERLY ALONG SAID CURVE 299.69 FEET THROUGH A CENTRAL ANGLE OF $6^{\circ}25'37''$ TO THE BEGINNING OF A REVERSED CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 2437.55 FEET, A RADIAL LINE TO SAID BEGINNING BEARS SOUTH $6^{\circ}25'37''$ WEST; THENCE EASTERLY ALONG SAID CURVE 299.62 FEET THROUGH A CENTRAL ANGLE OF $7^{\circ}02'34''$; THENCE NORTH $89^{\circ}23'03''$ EAST 217.02 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE 23.72 FEET THROUGH A CENTRAL ANGLE OF $90^{\circ}36'57''$ TO A POINT ON THE WESTERLY LINE OF THIRD EAST STREET; THENCE ALONG SAID WESTERLY LINE SOUTH 103.12 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH $89^{\circ}10'14''$ WEST 242.70 FEET; THENCE SOUTH 515.32 FEET; THENCE EAST 231.75 FEET TO A POINT ON THE WESTERLY LINE OF SAID THIRD EAST STREET, SAID WESTERLY LINE BEING A CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1600.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH $83^{\circ}18'07''$ EAST; THENCE SOUTHERLY ALONG SAID CURVE 175.98 FEET THROUGH A CENTRAL ANGLE OF $6^{\circ}18'07''$ TO THE BEGINNING OF A REVERSED CURVE CONCAVE

BOOK 6002 P. 2807

EASTERLY HAVING A RADIUS OF 1816.638, A RADIAL LINE TO SAID BEGINNING BEARS NORTH 77°00'00" WEST; THENCE SOUTHERLY ALONG SAID CURVE 195.14 FEET THROUGH A CENTRAL ANGLE OF 6°09'17"; THENCE LEAVING SAID WESTERLY LINE NORTH 87°43'50" WEST 263.225 FEET; THENCE NORTH 2°16'10" EAST 260.468 FEET; THENCE NORTH 27°43'43" WEST 64.004 FEET; THENCE NORTH 2°16'10" EAST 130.85 FEET; THENCE NORTH 87°43'50" WEST 140.83 FEET; THENCE SOUTH 2°16'10" WEST 17.00 FEET; THENCE NORTH 87°43'50" WEST 85.33 FEET; THENCE NORTH 2°16'10" EAST 17.00 FEET; THENCE NORTH 87°43'50" WEST 151.178 FEET; THENCE SOUTH 24°50'30" WEST 107.211 FEET; THENCE NORTH 87°43'50" WEST 112.00 FEET; THENCE NORTH 2°16'10" EAST 511.98 FEET; THENCE SOUTH 87°43'50" EAST 1.00 FEET THENCE NORTH 2°16'10" EAST 133.39 FEET TO THE POINT OF BEGINNING.

10/16/86

BOOK 6002 P. 2808

EXHIBIT "B"

NOT ATTACHED

EXHIBIT "B"

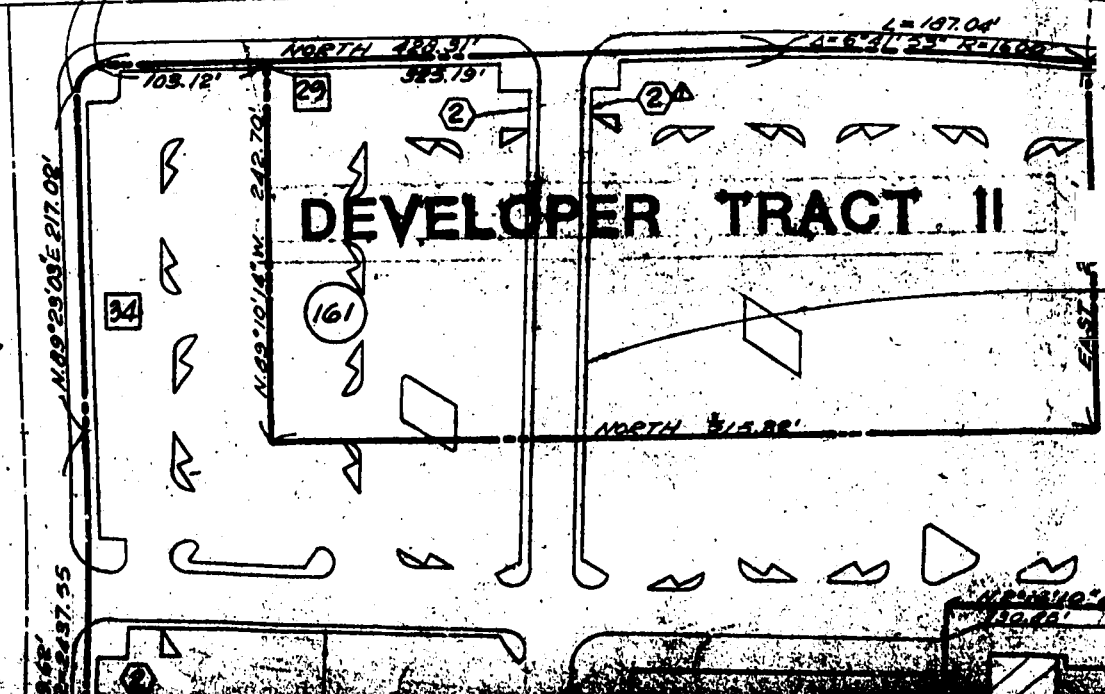
BOOK 6002 PAGE 2810

NO. 6082 P. 2511

BOOK 6002 PAGE 2812

N. 89° 18' 07" W. RAD.

A = 90° 36' 57"
R = 15, L = 23.72'



N. 89° 23' 03" E. 217.08'

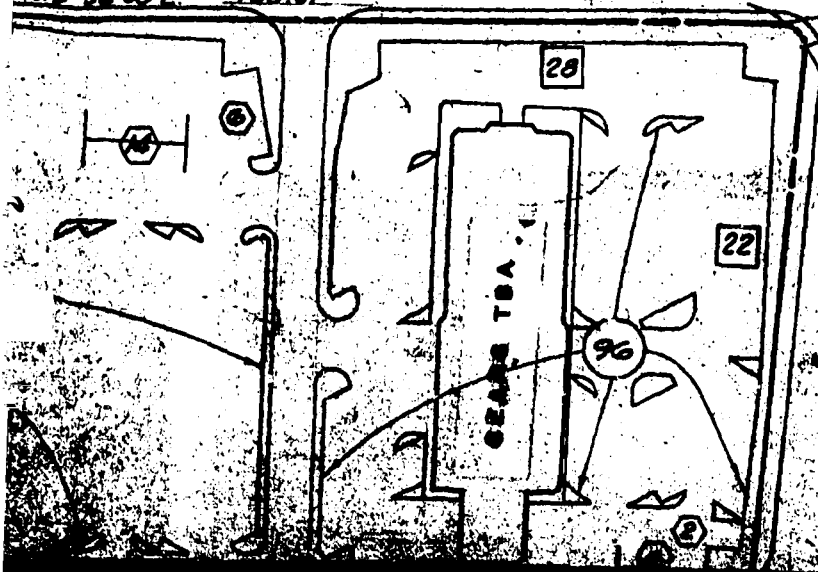
N. 89° 23' 03" E. 217.08'

N. 89° 10' 14" W. 242.70'

BOOK 6002 PAGES 2814

N. 0° 36' 00" E. 200.61'

$\Delta = 94^{\circ} 48' 25''$
 $R = 15' L = 24.82'$



BLDG. NO.	BUILDING DESCRIPTION
-----------	----------------------

	SEARS STORE
	SEARS GARDEN
	SEARS TBA
	SEARS PERIPH. (PROPOSED)
	BROADWAY STORE
	NORDSTROM STORE
	TOTAL DEPARTMENT

DEVELOPER NAME
B
D
E

BOOK 6002 PAGE 2815

FASHION PLACE, MURRAY, UTAH

BUILDING DESCRIPTION	AREA 1ST FLOOR	AREA OTHER FLOOR	SUB TOTAL	TOTALS
SEARS STORE	80,407	164,394	244,801	
SEARS GARDEN SHOP	5,224	-	5,224	
SEARS TBA	17,762	13,388	31,150	
SEARS PERIPHERAL STORE (PROPOSED)	6,000	-	6,000	
BROADWAY STORE	62,659	119,344	182,003	
NORDSTROM STORE	50,894	57,350	108,244	
TOTAL DEPARTMENT STORES				577,422 SF
DEVELOPER MALL STORES				
B	25,600	2,411	28,011	
D	7,711		7,711	
	40,438		40,438	

N 6° 25'
P.R.C.



DETAIL "A"
NO SCALE

BOOK 6002 PAGE 2816

N. 6° 25' 37" E. RAD.
P.R.C.

SEE SHEET 2

6100 SOUTH STREET

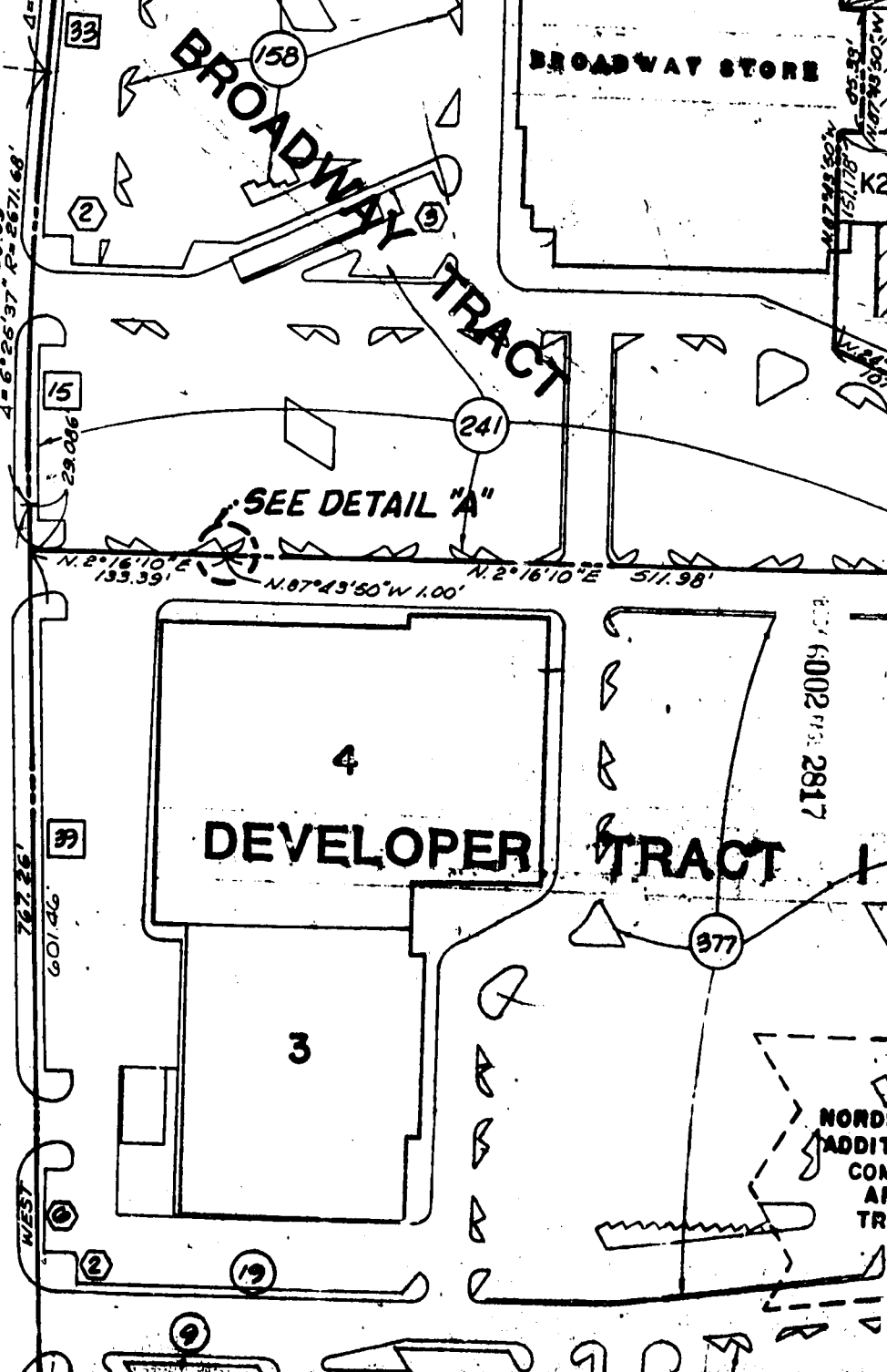
4 = 299.69' L = 299.69' R = 2671.68' 4 = 7° 02' 34"
4 = 6° 25' 37" R = 2671.68' 291.006
767.26' 607.46' WEST

N. 2° 16' 10" E 133.39' N. 87° 43' 80" W 1.00' N. 2° 16' 10" E 511.98'

BROADWAY TRACT

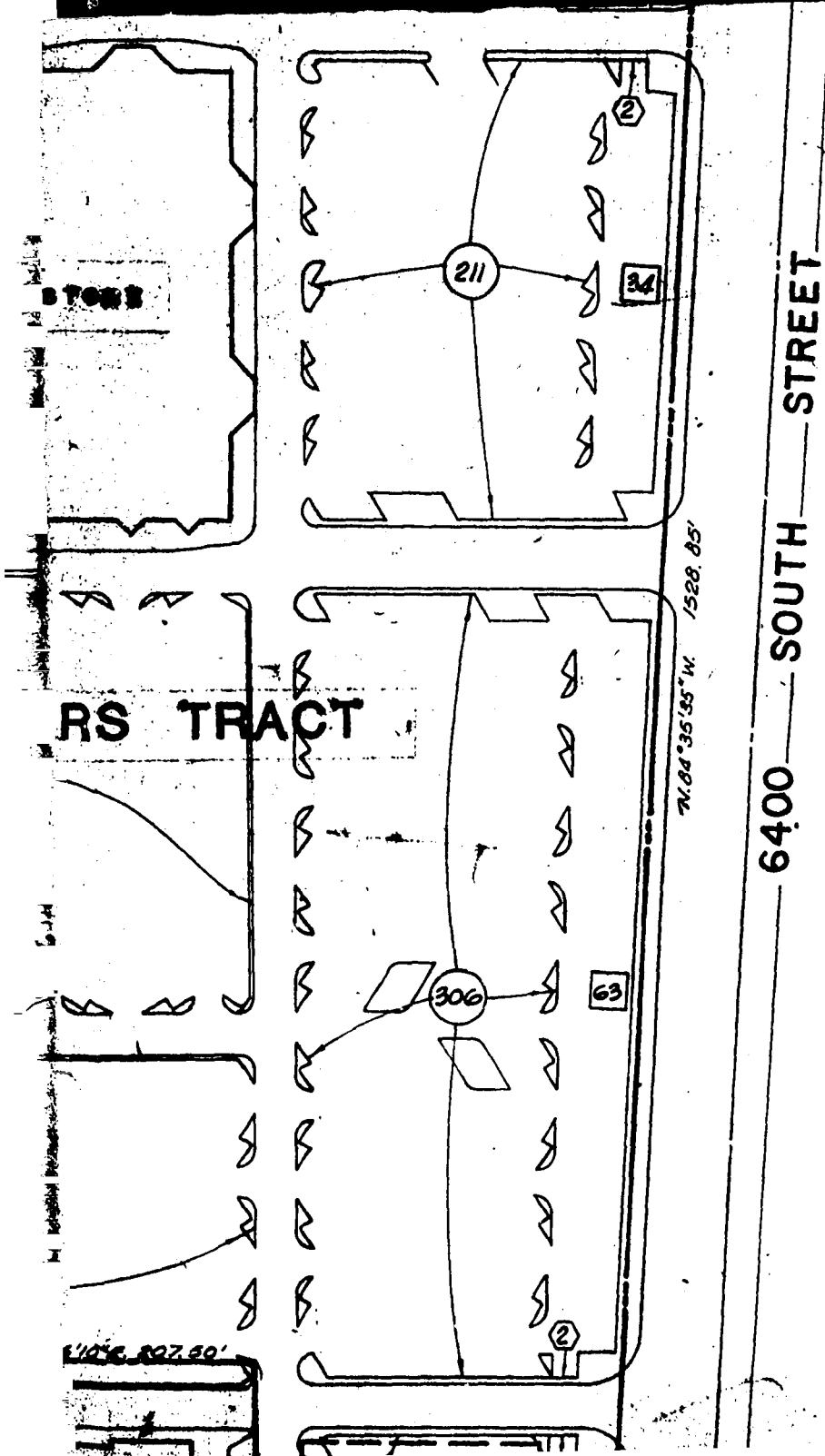
BROADWAY STORE

DEVELOPER TRACT



6002 2817

NORDB.
ADDITI.
COM.
AR.
TRA.



800' 6002' Part 2819

- F
- G
- H
- K-1
- K-2
- PROPOSED POPOUT STORES
- TOTAL DEVELOPER MALL
- DEVELOPER NON-MALL:
- 1. BANK
- 2. SAVINGS & LOAN
- 3. MARKET
- 4. DEPARTMENT STORE
- 5. NOT A PART
- 6. RESTAURANT
- TOTAL DEVELOPER NON
- 1. TOTAL AREA OF
- NOTE: MECHANICAL AREA
- 2. ENCLOSED MALL:
- LESS PROPOSED POP-OUTS
- NOTE: ALL OF ENCLOSED
- 3. AREA OF TRACTS
- SEARS
- BROADWAY
- NORDSTROM
- DEVELOPER I
- DEVELOPER II
- DEVELOPER III
- DEVELOPER IV
- 4. LAND PARCELS
- (A) EXHIBIT A, PART
- (B) EXHIBIT A, PART
- (C) EXHIBIT A, PART
- (D) EXHIBIT A, PART
- (E) EXHIBIT A, PART (PART C)
- 5. PARKING:
- TOTAL SPACES SHOWN:
- 6. AREA OF CENTER:
- 71.628 AC = 3,120,111

F	107,295	-	107,295
G	19,662	-	19,662
H	85,177	-	85,177
K-1	2,400	-	2,400
K-2	2,400	-	2,400
PROPOSED POPOUT STORE FRONTS	5,000	-	5,000

TOTAL DEVELOPER MALL STORES 298,094 SF

DEVELOPER NON-MALL STORES

1	BANK	4,738	-	4,738
2	SAVINGS & LOAN	7,520	-	7,520
3	MARKET	31,040	-	31,040
4	DEPARTMENT STORE	50,683	-	50,683
5	NOT A PART	-	-	-
6	RESTAURANT	7,500	-	7,500

TOTAL DEVELOPER NON-MALL STORES 101,481 SF

1. TOTAL AREA OF 976,997 SF

NOTE: MECHANICAL AND MAIN ELECTRICAL AREA ARE NOT INCLUDED IN ABOVE.

2. ENCLOSED MALL:
 LESS PROPOSED POP-OUT STORE FRONTS 80,990 SF
 -5,000 SF

75,990 SF

NOTE: ALL OF ENCLOSED AIR CONDITIONED MALL IS NOT INCLUDED IN ABOVE.

3. AREA OF TRACTS

SEARS	19.260 AC
BROADWAY	11.479 AC
NORDSTROM	6.333 AC
DEVELOPER I	23.776 AC
DEVELOPER II	2.845 AC
DEVELOPER III	2.443 AC
DEVELOPER IV	5.492 AC
	<u>71.628 AC</u>

4. LAND PARCELS

(A) EXHIBIT A, PART I, II, III, IV, DEVELOPER TRACT	34.556 AC
(B) EXHIBIT A, PART V, NORDSTROM TRACT	6.333 AC
(C) EXHIBIT A, PART VI, SEARS TRACT	19.260 AC
(D) EXHIBIT A, PART VII, BROADWAY TRACT	11.479 AC
(E) EXHIBIT A, PART VIII, NORDSTROM ADDITIONAL COMMON AREA TRACT (PART OF DEVELOPER TRACT I --- 0.609 AC)	

5. PARKING:

TOTAL SPACES SHOWN HEREON 4920; $4920 \div 976,997 = 5.03$ CARS PER 1000 SF

6. AREA OF CENTER:

71.628 AC = 3,120,116 SF

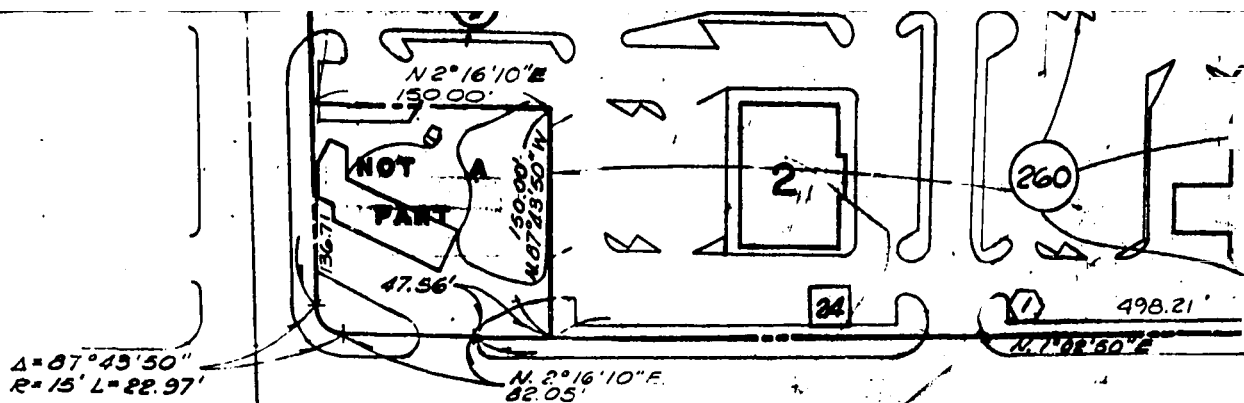
800' 6002' REC 2820

BOOK 6002 PAGE 2821



PSOMAS &
ASSOCIATES

$\Delta = 87^{\circ}49'50''$
 $R = 15' L = 22.97'$



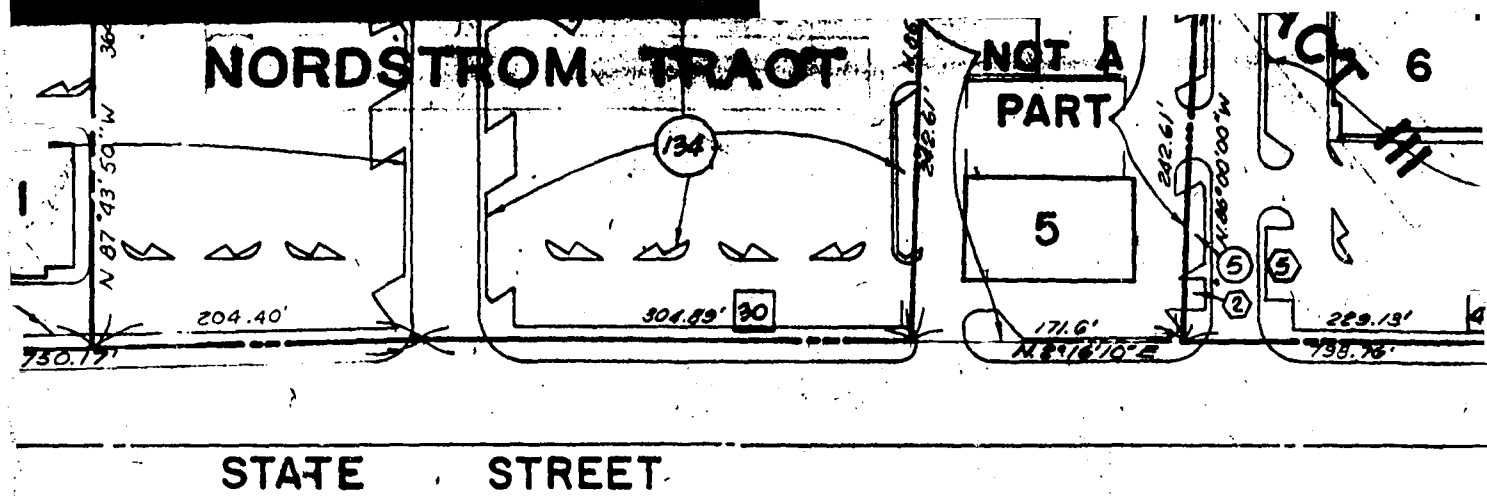
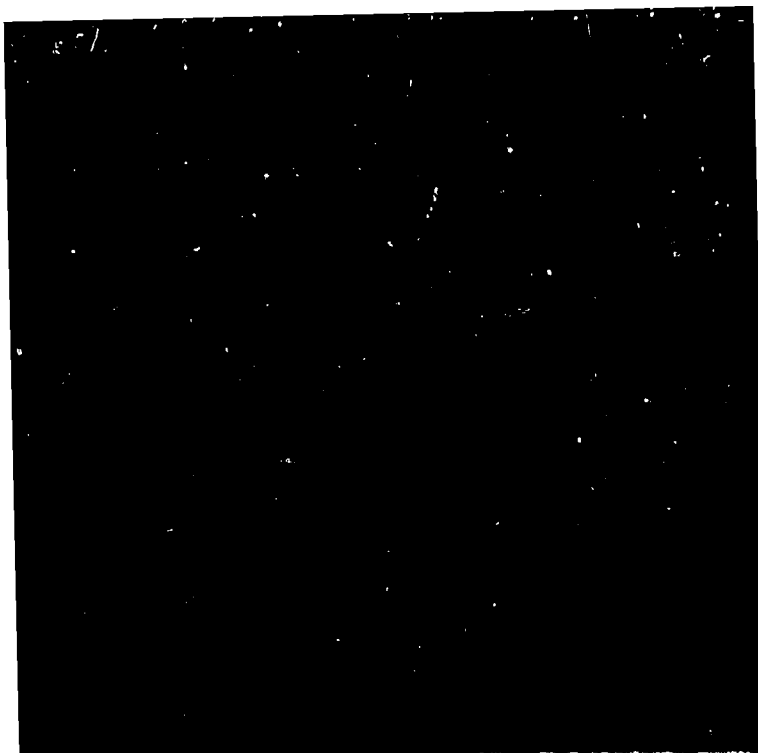
PLANS PAGE 2 OF 2




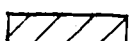
**J &
S
&
S**

CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS

150 A. PAULARINO AVE.
COSTA MESA, CA 92626
PHONE 714 • 751-7373

**FASHI
OWNER/**



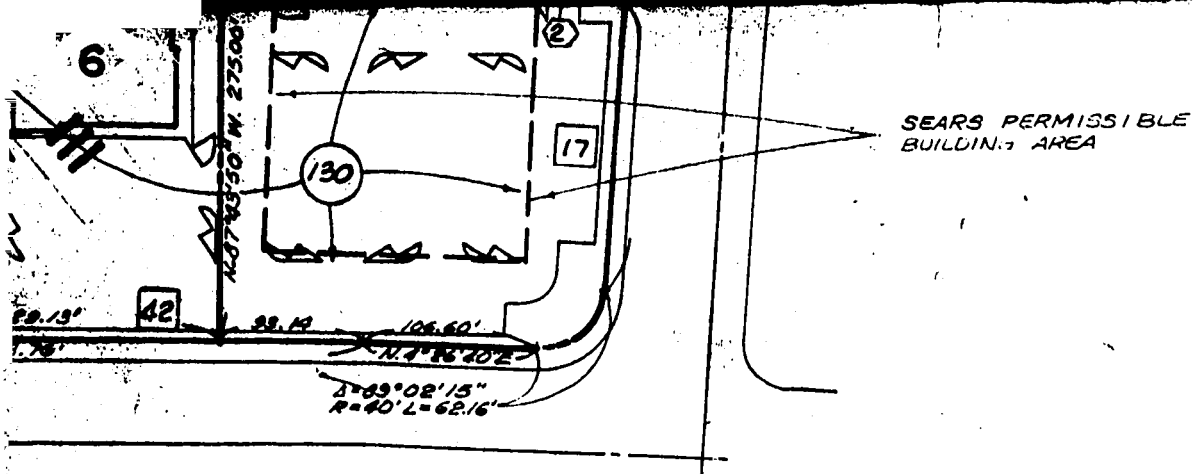
- LEGEND**
-  INC
 -  INC
 -  INC
 -  IN

6002 PART 2823

N PLACE ASSOCIATES
 DEVELOPER MURRAY, UTAH

SHEET TITLE

SH



E004 6002 PAGE 2824

GEND

- INDICATES 90° COMPACT PARKING AT 8' ON CENTER.
-)..... INDICATES 90° STANDARD PARKING AT 9' ON CENTER.
- INDICATES 60° STANDARD PARKING AT 9' ON CENTER.
- INDICATES ENCLOSED MALL

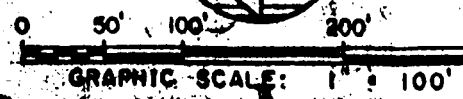
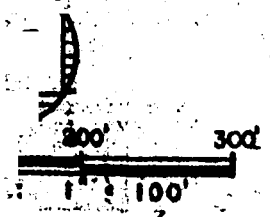


EXHIBIT B-

**FASHION PLACE
SHOPPING CENTER
MURRAY, UTAH**

DATE	10-20-195
SCALE	1" = 100'
DESIGN	
DRAWN	R.D.C. - D.S.
CHECKED	J.W.D.

NOV 18 1987



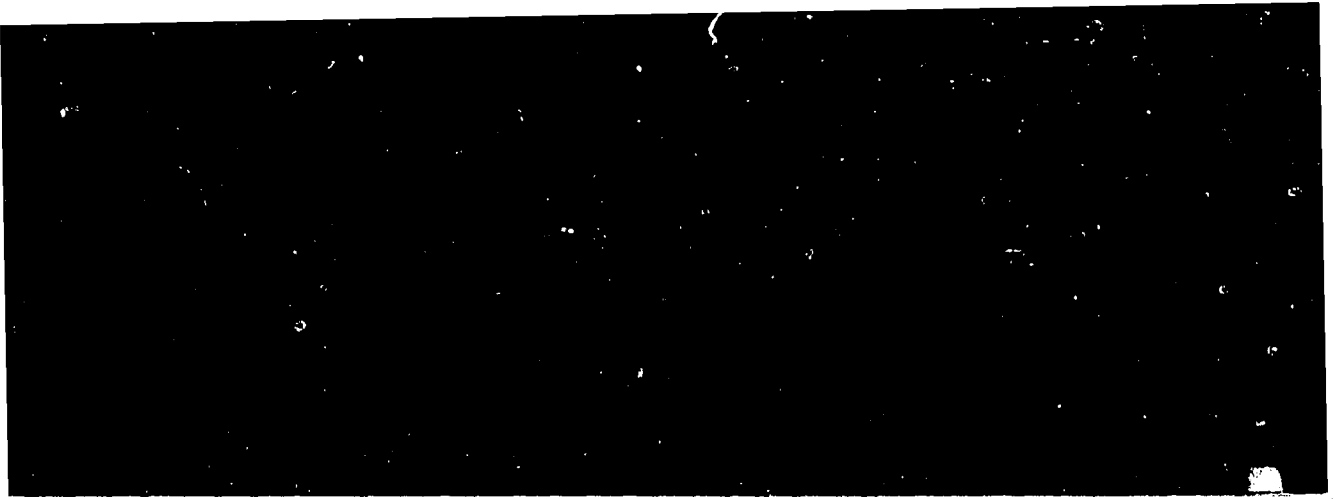
IT B-1

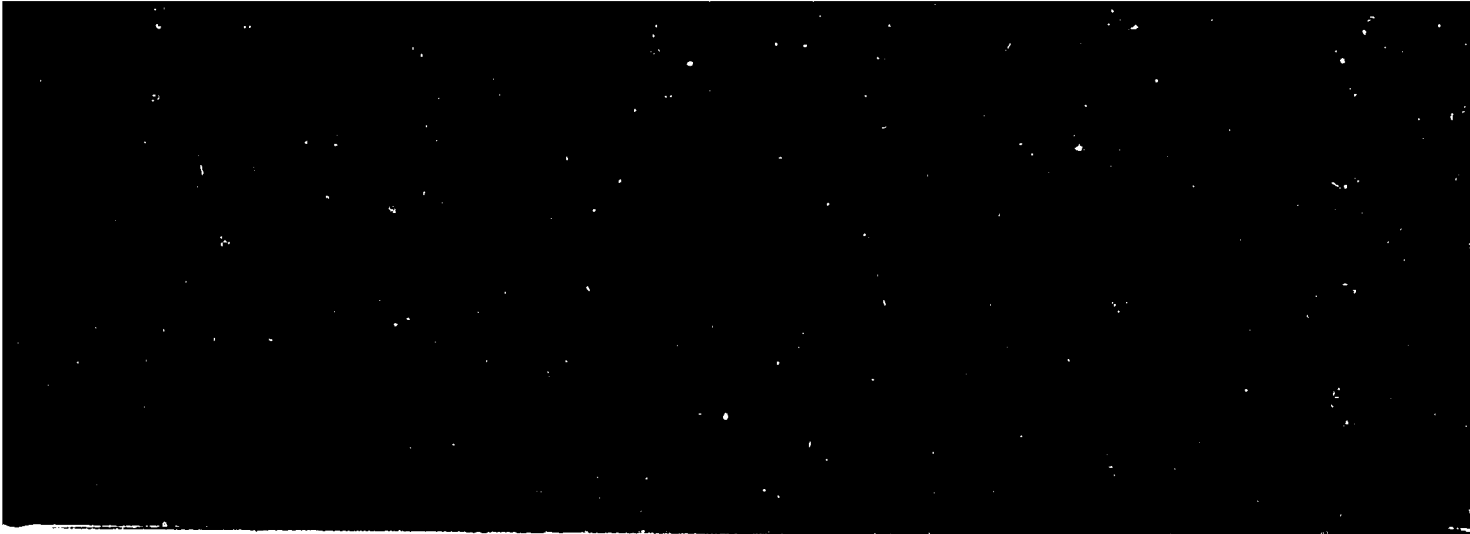
DATE	10-20-1982
SCALE	1" = 100'
BY	
APP'D	R.D.C. - D.S.
DATE	J.W.D.

REVISIONS	DATE	BY
△ REV. NORDSTROM BDY., NORDSTROM ADD'L. COMMON AREA/TR., TAB. TABLE	10/13/86	JE
△ REV. TAB. TABLE & TRACTS	10/30/84	JHP
△ REV. TAB. TABLE	9/21/84	JHP
△ REV. NORDSTROM BDY.; ADDED BLDG.	7/26/84	JE
△ REV. TABLE	6/18/84	JHP
△ REV. TAB. TABLE, NORDSTROM WATTS PCIS.	4/6/84	JWD
△ REV. TAB. TABLE	12/15/83	JWD
△ ADDED SHEET 2	11/11/83	JWD
△ CORRECTIONS	4/11/83	JWD

JOB NO	2 HAH 0103
SHEET	1
OF	2

200' 6012 P103 2825





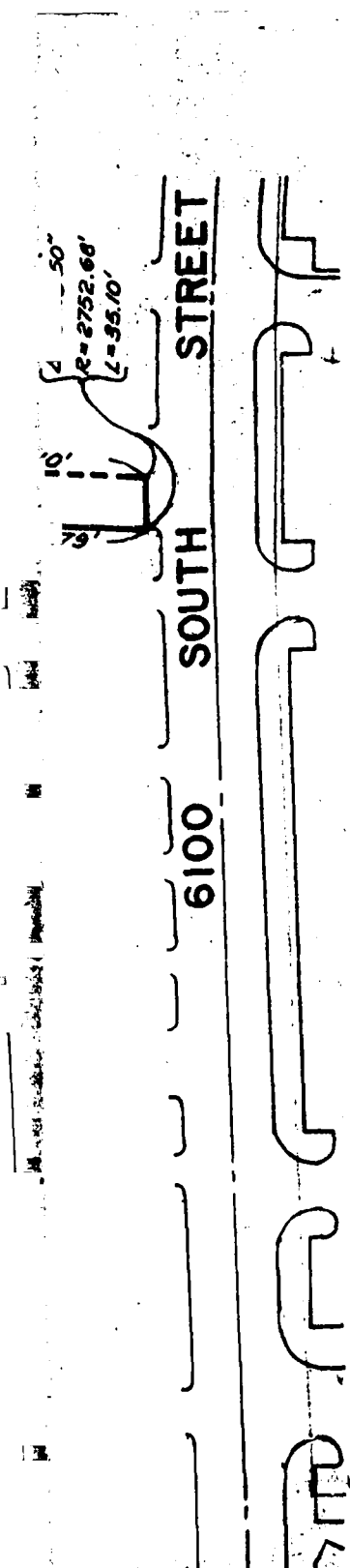
BOOK 6002 PAGE 2827

8001 6002 P33 2829

N 79° 57' 09" W
4.111

WEST
129.77'
N 79° 01' 00" W

BOOK 6002 PAGE 2831



SEE SHEET !



200' R102 P181 2833

DEVELOPERS

1. AREA = 5.
2. PARKING = 5.

BOOK 6002 PAGE 2834

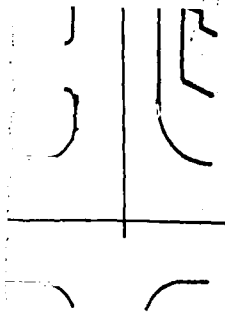
LEGEND

- -----INDICATES
- -----INDICATES

1

2

3



BOOK 6002 PAGE 2838

ION PLACE ASSOCIATES
R/ DEVELOPER, MURRAY, UTAH

SHEET TITLE



BOOK 6002 PAGE 2839

**FASHION PLACE
SHOPPING CENTER
MURRAY, UTAH**

DATE	11-1
SCALE	1" =
DESIGN	
DRAWN	D.S.
CHECKED	J.W.