

When recorded return to:

Stephen K. Christensen
Nelson Christensen & Helsten
68 South Main Street, #600
Salt Lake City, Utah 84101

9787815

07/20/2006 09:55 AM \$49.00

Book - 9324 Pg - 4248-4267

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

SURETY TITLE Surety Title

BY: ZJM, DEPUTY - WI 20 P.

SUPPLEMENTAL DECLARATION

This SUPPLEMENTAL DECLARATION ("Declaration") is made as of the 19th day of July, 2006, between J.C. PENNEY PROPERTIES, INC., a Delaware corporation of 6501 Legacy Drive, Plano, Texas 75024-1104 ("JCP") and THE DISTRICT, L.C., a Utah limited liability company of 90 South 400 West, Suite 200, Salt Lake City, Utah 84109 ("Developer" and "Operator"). JCP and Developer may individually be referred to herein as a "Party" and collectively, as the "Parties".

WITNESSETH:

WHEREAS, Developer and Target Corporation ("Target") entered into that certain Operating and Easement Agreement dated January 24, 2005 and recorded under Clerk's File Number 9283656 in the Office of the Recorder, Salt Lake County, Utah (the "Original OEA") relating to the development of the Shopping Center (as defined therein) to be located in Salt Lake County, Utah and to be called "The District";

WHEREAS, the Original OEA encumbers, along with other lands, the Developer Tract (as defined and more particularly described in the Original OEA and attached Exhibit A) consisting of approximately 71.889 acres;

WHEREAS, by deed dated July 19, 2006, Developer conveyed to JCP a portion of the Developer Tract, such portion consisting of approximately 8.7 acres and being more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "JCP Tract");

WHEREAS the JCP Tract is a part of the West District (as defined in the Original OEA);

WHEREAS, the parties hereto have entered into a certain First Amendment to Operating and Easement Agreement by and between Target, Developer, and JCP dated July 19, 2006 (the "First OEA Amendment") (together with the Original OEA, the "Amended OEA");

WHEREAS, Developer and JCP are simultaneously with this Declaration entering into a Supplemental Agreement of even date herewith which shall not be recorded but which, along with this Declaration, sets forth additional terms which supplement, as between Developer and JCP, the terms of the Amended OEA (this Declaration and the Supplemental Agreement being collectively referred to as the "Supplemental Documents"); and

WHEREAS, Developer and JCP are entering into this Supplemental Declaration so that the provisions contained in the Supplemental Documents shall be made a matter of record.

NOW, THEREFORE, for and in consideration of the premises, easements, covenants, conditions, restrictions, and encumbrances contained herein, the sufficiency of which is hereby acknowledged, JCP and Developer do hereby agree as follows:

1. **Scope.** The provision of this Declaration shall be in addition to those provided in the Amended OEA, and shall apply only as between Developer and JCP relating to the West District. In the event the provisions of this Declaration conflict with provisions in the Amended OEA, this Declaration shall govern the Parties.

2. **Capitalized Terms.** Capitalized terms used but not defined herein shall have the meanings given them in the Amended OEA and the Supplemental Agreement.

3. **Relocation of Utilities.** Developer shall have the right to relocate a Utility Line on the West District upon thirty (30) days prior written notice to JCP, provided that such relocation shall not occur during the months of October, November, December or January and does not unreasonably interfere with the construction and operation of any improvements on the JCP Tract.

4. **Parking.** Developer shall be responsible for the initial construction of all parking on the JCP Tract as shown on the site plans attached hereto as Exhibit B-1 and Exhibit B-2 (collectively, the “**Site Plan**”) and specified in the Supplemental Agreement. Developer shall also be responsible for restoration in the event of a condemnation as specified in Section 3.2 (E) of the Amended OEA. Developer shall not use, or permit any tenants or other Occupants of the Developer Tract (as defined in the Amended OEA) to use, any parking areas on the JCP Tract for merchandising or other events without the written consent of JCP.

5. **Ingress, Egress and Parking.** In addition to the general easement specified in Section 2.1(A) of the Original OEA, Developer hereby grants and conveys to JCP for its use and for the use of its Permittees, in common with others entitled to use the same, and subject to the reservations set forth in Section 2.1(A)(i-iii), a non-exclusive, perpetual easement for the passage and accommodation of pedestrians and vehicles (but not for parking purposes) upon, over and across those the Access Drives. In addition to the general easement specified In addition to the general easement specified in Section 2.1(A), JCP hereby grants and conveys to Developer for its use and for the use of its Permittees, in common with others entitled to the same, and subject to the reservations set forth in Section 2.1(A)(i-iii), a non-exclusive, perpetual easement for the passage and accommodation of pedestrians and vehicles (but not for parking purposes) upon, over and across those portions of the JCP Tract designated on the Site Plan as “West Main Drive” as existing from time to time on the JCP Tract. The easements herein established shall be appurtenant to and for the benefit of the benefited Tracts, and shall be binding on, enforceable against and burden the Tract of the granting Party.

6. **Intentionally Deleted.**

7. **Utility Lines.** All Separate Utility Lines and Common Utility Lines serving the JCP Tract shall be maintained at the sole cost of Developer (except as may be reimbursed by JCP as part of the JCP CAM Share as set forth in the Supplemental Agreement).

8. **Common Area Expenses and Maintenance.** All of the Common Area Maintenance obligations of JCP, as owner of the JCP Tract, under Section 4.2 of the Amended OEA (including without limitation performing the maintenance and operation of the Common Area on the JCP Tract), and any obligation under the Amended OEA to install, maintain, operate (including lighting), repair or restore (whether as the result of condemnation or casualty), or to contribute to the installation, maintenance, operation, repair and restoration of, any Common Area, Access Drives or Common Utility Lines are hereby assumed by Operator and shall be performed, or caused to be performed, by Operator in accordance with the requirements of the Amended OEA. Operator shall obtain, or cause to be obtained, separate competitive bids for the foregoing obligations and shall expend only such funds as are reasonably necessary, or which are required to be contributed pursuant to the terms of the Amended OEA. JCP shall not be responsible for the performance of the obligations assumed by Operator under this paragraph or for the payment of any costs and expense of same (including without limitation any Common Area Maintenance Costs or any other costs under Article IV of the Amended OEA), other than to the extent of the payment of the JCP CAM Share (as defined in the Supplemental Agreement) required by the Supplemental Agreement.

9. **Lighting.** Lighting for parking and other Common Areas serving the JCP Tract (but not on such tract) shall be controlled by Developer, shall be provided by Developer during all hours of darkness when the JCP store building is open for business, during a period of approximately one hour after the store building is closed for business, and for purposes of security as set forth below. The cost of such lighting shall be reimbursed to Developer as part of the JCP CAM Share. Lighting for parking and other Common Areas on the JCP Tract shall be controlled by Penney at Penney's expense during all hours of darkness when the JCP store building is open for business, during a period of approximately one hour after the store building is closed for business, and for purposes of security as set forth below. Developer shall have the right to require Penney to illuminate such areas for additional periods of time, provided that Developer complies with the prepayment, notice, and other requirements set forth in Section 5.2 of the Amended OEA. The minimum requirements for Common Area and parking area lighting shall be as set forth in Penney's Site Criteria attached as Exhibit C to the Supplemental Agreement. For purposes of security, Common Areas shall be lighted during night hours of non-business operations at not less than 25% of the aforesaid minimum requirement for parking area lighting, uniformly distributed.

10. **Occupant Signs.** Notwithstanding anything to the contrary in the Amended OEA, and subject to governmental laws and approvals, JCP shall be allowed to erect its standard building signs on the front, rear and sides of its building. Developer shall design and construct all pylon and/or monument signs shown on the Site Plan and JCP is hereby granted the right to install its panel on those signs designated on the Site Plan as "Sign #1" (located on Bangerter Highway), and "Sign #2" (located at West Main Drive and 11400 South Street), and any future occupant sign which may be constructed on 11800 South Street ("Sign #3"). All of the foregoing signs shall be defined herein as the "Occupant Signs". If Sign #3 is constructed, JCP

shall have a subordinate panel position thereon as agreed upon by JCP and Developer. Developer shall be responsible for fabricating (pursuant to JCP's specifications) and installing, at Developer's cost, JCP's panel. JCP's sign panel shall be 11' x 11' in size on Sign #1, 11' x 11' on Sign #2, and a size agreed upon by JCP and Developer on Sign #3 (if such sign is constructed). It is understood that if such dimensions are not allowed by governmental regulations, Developer shall seek a variance to allow JCP to have panels with such respective sizes. If such variances are not obtained, then Developer and JCP shall mutually agree on the size of JCP's sign panel. The Occupant Signs shall be substantially similar to those shown in the drawings attached hereto as Exhibit C. JCP's panel dimensions and position for Sign #1 and Sign #2 shall be as shown on Exhibit C. Notwithstanding such exhibit, the graphics within JCP's panel shall be within JCP's discretion, subject only to law and other legal requirements contained in this document or any recorded restriction on the Shopping Center.

The Operator shall have the obligation to maintain, repair, replace, insure and illuminate all of the foregoing pylon and/or monument signs (but not the panels thereon; the costs of which shall be shared by the occupants of the signs). JCP's share for each sign shall be Operator's cost to maintain, repair, replace, insure and illuminate such sign (but not the panels thereon) multiplied by a fraction, the numerator of which is the square footage of JCP's sign panel thereon and the denominator of which is the total square footage of all sign panels on such sign (including any panel designating the name of the Shopping Center). Each occupant of the sign (including Developer and JCP) shall maintain, repair, replace and insure its own sign panel at such occupant's own cost. Developer shall cause electrical service to each sign to be separately metered.

11. **Temporary Signs.** Subject to the terms of the Amended OEA, governmental regulations and Developer approval, during construction of the Penney Building, JCP may place a billboard sign at a location on the JCP Tract and visible to traffic, advertising the opening of the JC Penney department store.

12. **Special Assessment District Representation.** Developer warrants and represents that Developer has not formed or requested the formation of, and covenants that Developer shall not form or request the formation of, any special assessment district for the payment of on-site improvements related to the initial development or any subsequent alteration or expansion of the Shopping Center which would affect the JCP Tract, without JCP's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed. If such a district which would affect the JCP Tract is hereafter requested by Developer and is hereafter formed without JCP's prior written approval, Developer shall indemnify, defend and hold JCP harmless from and against all costs and expenses, including the cost of increased real estate taxes and/or assessments imposed against the JCP Tract as a result of the formation of said district.

13. **Use Restrictions.** Health spas shall not be permitted within one thousand (1,000) feet of the Penney Building and a theatre shall be permitted only in the location designated on the Site Plan as "Theatre Area". No Restaurant shall be located within 300 feet of the Penney Building except on those building pads designated as "WP1" and "WP2" on the Site Plan and further provided that such pads shall have sufficient parking to meet the requirements of the Amended OEA without reliance upon any parking located on the JCP Tract. If Developer shall

violate the foregoing provisions and such violation shall continue for three (3) days after notice thereof from JCP to Developer, then without limitation of any of JCP's rights hereunder, under the Amended OEA, at law or in equity, the charges due under Section 2.1 of the Supplemental Agreement captioned "Common Area Maintenance Charges" shall permanently abate as of such date until such time as Developer shall no longer be in violation of the aforesaid provisions, at which time JCP shall resume its monthly payments hereunder commencing as of the first day of the next succeeding month. The attachment of any buildings to a building on the JCP Tract shall be subject to the sections of the Supplemental Agreement captioned "Unlimited Building Area Requirement and "Attachment of Buildings To Penney Building; Use Restrictions."

14. **Attachment Of Buildings To Penney Building; Use Restrictions.** Developer shall have the right to attach the building shown on the Site Plan as being adjacent to the Penney Building on its southern side, but not to receive any structural support therefrom, provided JCP shall have approved the plans and specifications for such attachment which approval shall be subject to the approval procedures set forth in the Supplemental Agreement (including without limitation the provision allowing for the deemed approval of such plans). As between Developer and JCP, Developer shall have the obligation at its sole cost and expense to furnish, install and maintain the flashing and seal between such adjacent building and the Penney Building, and shall repair at its sole cost and expense any damage to the Penney Building caused by Developer or its agents or contractors in making or maintaining said attachment, and shall indemnify, defend, and hold JCP (its affiliates, successors, and assigns) harmless from any and all claims, liability, cost, damage, loss, and expense (including without limitation attorneys' fees and costs), whether in connection with personal injury, property damage or otherwise, which result from or arise out of or in connection with the making or maintenance of (or failure to maintain) said attachment. Each party shall be responsible for maintenance of that portion of the expansion joint erected by it, as shown in the final approved plans and specifications. Such adjacent building shall not be more than one story above grade or exceed (including such building's parapet wall) a height that is greater than two feet below the top of the parapet wall of the Penney Building, provided, however, that architectural elements and protrusions including roof mounted equipment, decorative roof screening, etc. may extend further, but in any event shall not extend beyond 35' feet above such adjacent building's finished floor elevation and with respect to any such further extensions of architectural elements, such further extensions may not exceed a distance along any one side of more than 1/3 of the length of such side. Such adjacent building shall only be used for retail or services associated with retail and shall not be used as restaurants or other establishments selling or serving food or beverages or for any purpose which may cause odors or untidiness or for a day spa or other health club or facility or for any purpose inconsistent with a first-class regional shopping center, without JCP's prior written consent of which may be withheld in JCP's sole and absolute discretion. Should such adjacent building be constructed, Developer shall cause the occupant or owner of such building to carry commercial general liability insurance having the same limits and provisions as required of Developer and which, in any event, shall include coverage for third party property damage. In addition, Developer shall cause such owner or occupant to name JCP as an additional insured thereon.

15. **Unlimited Building Area Requirement:** Developer acknowledges that JCP proposes to construct a building which is classified as an "unlimited area building" under certain building codes. The term "unlimited area building" refers to a building that is allowed to exceed

area limitations stipulated in the applicable building code, not by virtue of its construction type, but as a condition of its isolation on the property and by its inclusion of a sprinkler system. JCP and Developer agree that all buildings constructed adjacent to the Penney Building shall comply with the following requirements:

A. No building shall be constructed within sixty (60) feet of the building area on an adjoining tract unless such building, hereinafter referred to as the "Adjacent Building", shall be located immediately adjacent to the common boundary line and is attached to the building, if any, on the adjacent tract.

B. If an Adjacent Building exists, then no building shall be located within sixty (60) feet of the Adjacent Building unless such building is attached to the Adjacent Building. The Adjacent Building and all other buildings on the tract that are attached to the Adjacent Building and to each other are hereinafter referred to as the "Building Group".

C. Any building that is not part of the Building Group shall be located at least sixty (60) feet distant from the Building Group.

D. The Adjacent Building or the Building Group, as the case may be, shall comply with the building code requirements applicable to an "unlimited area building", including without limitation the installation of an approved sprinkler system for fire protection.

In addition to the requirements set forth above, Developer and JCP agree that no building shall initially be placed or constructed on their respective tracts in a manner which will, based on then existing governmental requirements, either preclude the construction of an "unlimited area building", or cause an existing "unlimited area building" thereon to no longer be conformance with applicable building code requirements, it being understood and agreed, however, that subsequent changes in governmental requirements shall not obligate Developer or JCP to modify or alter its existing building.

16. **Restricted Outparcels.** The Outparcels (as defined in the Amended OEA) shall be governed by the Outparcel Restrictions annexed hereto as Exhibit D in addition to those requirements contained in the Amended OEA.

17. **Default.** Notwithstanding Section 6.1 of the Amended OEA, neither Developer nor JCP shall have the right to pursue any remedy against the other for a default under the Amended OEA, unless: (i) in the event of any failure to make payment as required by the Amended OEA, the Non-Defaulting party has given the Defaulting Party written notice of such default and the Defaulting Party has failed to make such payment within ten (10) days after receipt of such written notice that such sum is past due; and (ii) in the event of the occurrence of any default in the covenants, conditions or obligations of the Amended OEA or this Declaration, other than the default described in (i) above, the Defaulting Party fails to cure such default within thirty (30) days after notice from the Non-Defaulting Party specifying the nature of the default claimed (or if the default is of such character as reasonably to require more than 30 days to cure and the Defaulting Party shall fail to commence to cure the same within such period or shall fail to use reasonable diligence in curing such default thereafter);

18. **Notices.** Any notice, demand, consent, approval, request, statement, document or other communication required or permitted to be given to or served upon either party hereto pursuant to the Amended OEA, this Declaration or any supplemental agreement or applicable law shall be in wiring and shall be sent by certified mail, or by a recognized national courier service, such as, but not limited to, Federal Express or United Parcel Service, postage prepaid, addressed as follows:

If to JCP: J.C. Penney Corporation, Inc.
P.O. Box 10001
Dallas, Texas 75301-1104
Attn: Real Estate Counsel
Facsimile: 972-431-1133

Or if by overnight mail:

J.C. Penney Corporation, Inc.
6501 Legacy Drive M/S 1104
Plano, Texas 75024-3698
Attn: Real Estate Counsel

With a copy to: 11552 South District Drive
South Jordan, UT 84095
Attn: "Store Manager"

If to Developer: The District, L.C.
c/o The Boyer Company, L.C.
90 South 400 West, Suite 200
Salt Lake City, Utah 84109
Facsimile: 801-521-4793

provided, however, in the case of emergencies, notice by facsimile to be followed by an original written copy of the notice sent by mail or hand delivered. All such communications mailed or transmitted in accordance with the foregoing provisions shall be deemed to have been given or served as of the date of such mailing or transmittal. Any party may by ten (10) days prior notice to the other as aforesaid, designate a different address or different addresses to which communications intended for it are to be sent.

19. **Condemnation.** Each of Developer and JCP (the "**Acting Party**") agrees that neither it nor any of its affiliates, nor any person or entity acting for or on behalf of it or any of its affiliates, shall directly or indirectly initiate, instigate, encourage, recommend, direct, further or participate in the taking by eminent domain or condemnation of any right of the other Party under the Amended OEA, this Declaration or the Supplemental Agreement to withhold its consent to any expansion or other act of the Acting Party which is prohibited by the Amended OEA, this Declaration or the Supplemental Agreement (collectively, the "**Protected Rights**"). In the event that any Protected Rights are taken by eminent domain or condemnation, whether or not any Party was involved therein, each Party, on behalf of itself and its successors and their respective affiliates, agrees to continue to be bound by and honor all of the provisions of the

Amended OEA, this Declaration and the respective Supplemental Agreements without modification that might otherwise be caused by such taking as if such covenants were personal covenants of such Party.

20. **Modification.** This Declaration may only be modified by an agreement in writing between Developer and JCP.

21. **Runs with the Land.** The benefits and burdens of this Declaration shall run with only the West District of Developer Tract. This Declaration shall bind and inure to the benefit of the Parties hereto, their respective heirs, representatives, successors and assigns, including any owner of any tract within the West District of the Developer Tract.

22. **Effective Date and Duration.** This Declaration shall be effective from and after the recordation of this Declaration in the official records of Salt Lake County, Utah, and thereafter shall continue in force and effect until the Owner of the JCP Tract agrees in writing to terminate this Declaration.

23. **Attorney's Fees.** In the event any party initiates or defends any legal action or proceeding to enforce or interpret the terms of this Declaration, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorney's fees, including attorney's fees with respect to an appeal.

24. **Governing Law.** Any dispute arising from and the interpretation of this Declaration shall be governed by the laws of the State of Utah.

25. **Counterparts.** This Declaration may be executed in one or more counterparts, each of which shall be deemed an original and all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed and delivered this Declaration as of the day and year written above.

[SIGNATURE PAGES TO FOLLOW]

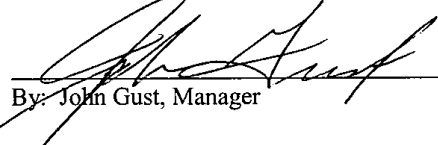
Signature Page for Developer:


THE DISTRICT, L.C.
a Utah limited liability company

By: BOYER DISTRICT HOLDINGS, L.C.
Its: Manager

By: ARBOR COMMERCIAL REAL ESTATE, L.L.C.
Its: Manager

By: THE BOYER COMPANY, L.C.
Its: Manager

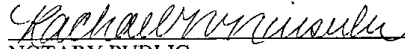

By: John Gust, Manager


By: Dan Wolfe
Its: Manager

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

The foregoing instrument was acknowledged before me this 1st day of June, 2006,
by Dan Wolfe, Manager of The Boyer Company, L.C., a Utah limited
liability company, the Manager of THE DISTRICT, L.C.





NOTARY PUBLIC
Residing at: Salt Lake City

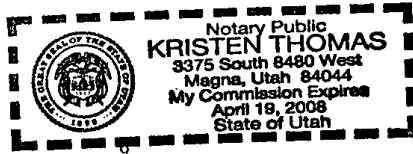
My Commission Expires:
8-20-07

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

The foregoing instrument was acknowledged before me this 5th day of June, 2006,
by John Gust, manager/member of Arbor Commercial Real Estate, L.L.C., a
Utah limited liability company, the Manager of THE DISTRICT, L.C.


NOTARY PUBLIC
Residing at: Salt Lake Co.

My Commission Expires:
4/19/08



Signature Page for JCP:



J.C. PENNEY PROPERTIES, INC.
a Delaware corporation

Paul W. Freddo
By: Paul W. Freddo
Its: President

STATE OF)
)ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this 7 day of June, 2006, by Paul W. Freddo, President of J.C. Penney Properties, Inc., a Delaware corporation.

Sherrie Fortner
NOTARY PUBLIC
Residing at: Plano, Tx

My Commission Expires:

8-2008



EXHIBIT A

Description of JCP Tract

A part of the Southwest Quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in South Jordan, Salt Lake County, Utah:

Beginning at a point on the East Line of the Bangerter Highway being 1260.90 feet North 0°00'42" East along the Quarter Section Line; and 1976.26 feet North 89°59'18" West from the South Quarter Corner of said Section 20; and running thence along the East Line of said Bangerter Highway the following two courses: North 2°00'49" West 205.87 feet; and North 0°00'09" East 413.76 feet; thence South 89°59'18" East 147.57 feet; thence North 0°00'42" East 256.00 feet; thence South 89°59'18" East 480.54 feet; thence South 0°00'42" West 623.50 feet; thence North 89°59'18" West 286.54 feet; thence North 0°00'42" East 11.50 feet; thence North 89°59'18" West 221.47 feet; thence South 0°00'42" West 263.50 feet; thence North 89°59'18" West 112.76 feet to the point of beginning.

Contains 380,788 sq. ft.
or 8.742 acres

Description of Developer Tract

A part of the Southwest Quarter of Section 20, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in South Jordan, Salt Lake County, Utah:

Beginning at a point on the West Line of 3600 West Street as widened to 35.50 foot half-width being 1560.39 feet North 0°00'42" East along the Quarter Section Line; and 35.50 feet North 89°59'18" West from the South Quarter Corner of said Section 20; and running thence along the West Line of 3600 West Street as widened the following four courses: South 0°00'42" West 667.32 feet; South 6°01'14" West 95.53 feet; South 0°00'42" West 111.16 feet; and South 7°13'04" East 60.99 feet; thence North 89°59'18" West 1218.41 feet; thence North 84°59'59" West 80.50 feet; thence North 89°59'18" West 617.64 feet to the East Line of the Bangerter Highway; thence along said East Line the following two courses: North 2°00'49" West 833.76 feet; and North 0°00'09" East 1091.29 feet; thence North 42°46'49" East 52.01 feet to the Southerly Line of 11400 South Street as widened; thence along the Southerly Line of 11400 South Street as widened the following fifteen courses: South 89°47'29" East 188.19 feet; North 83°05'06" East 40.32 feet; South 89°47'29" East 231.24 feet; South 72°04'25" East 91.12 feet to a point of curvature; Southeasterly along the arc of a 91.50 foot radius curve to the right a distance of 79.85 feet (Central Angle equals 49°59'57" and Long Chord bears South 47°04'27" East 77.34 feet); South 86°28'52" East 100.78 feet; Northeasterly along the arc of a 37.50 foot radius curve to the right a distance of 44.20 feet (Central Angle equals 67°31'34" and Long Chord bears North 64°54'09" East 41.68 feet) to a point of reverse curvature; Southeasterly along the arc of a 984.50 foot radius curve to the left a distance of 115.22 feet (Central Angle equals 6°42'19" and Long Chord bears South 84°41'14" East 115.15 feet) to a point of tangency; South 88°02'23" East 125.76; feet Northeasterly along the arc of a 992.50 foot radius curve to

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- 326

the left a distance of 67.87 feet (Central Angle equals $3^{\circ}55'06''$ and Long Chord bears North $82^{\circ}43'17''$ East 67.86 feet) to a point of reverse curvature; Southeasterly along the arc of a 41.50 foot radius curve to the right a distance of 45.33 feet (Central Angle equals $62^{\circ}34'46''$ and Long Chord bears South $67^{\circ}56'53''$ East 43.11 feet); North $79^{\circ}41'31''$ East 87.29 feet; Northeasterly along the arc of a 41.50 foot radius curve to the right a distance of 39.24 feet (Central Angle equals $54^{\circ}10'17''$ and Long Chord bears North $34^{\circ}38'03''$ East 37.79 feet) to a point of compound curvature; Northeasterly along the arc of a 371.27 foot radius curve to the right a distance of 109.46 feet (Central Angle equals $16^{\circ}53'31''$ and Long Chord bears North $70^{\circ}09'57''$ East 109.06 feet); and South $89^{\circ}47'29''$ East 590.31 feet; thence South $44^{\circ}53'24''$ East 33.88 feet to the West Line of 3600 West Street as widened to 35.50 foot half-width; thence South $0^{\circ}00'42''$ West 438.50 feet along said West Line; thence North $89^{\circ}50'00''$ West 217.51 feet; thence South $0^{\circ}00'42''$ West 49.73 feet; thence North $89^{\circ}59'18''$ West 76.00 feet; thence North $0^{\circ}00'42''$ East 48.40 feet; thence North $89^{\circ}59'18''$ West 442.16 feet; thence South $0^{\circ}00'42''$ West 450.96 feet; thence South $89^{\circ}59'18''$ East 136.50 feet; thence South $0^{\circ}00'42''$ West 194.00 feet; thence South $89^{\circ}59'18''$ East 272.54 feet; thence North $0^{\circ}00'42''$ East 78.99 feet; thence South $89^{\circ}59'18''$ East 16.12 feet; thence North $0^{\circ}00'42''$ East 59.75 feet; thence South $89^{\circ}59'18''$ East 76.00 feet; thence South $0^{\circ}00'42''$ West 59.75 feet; thence South $89^{\circ}59'18''$ East 234.51 feet to the point of beginning.

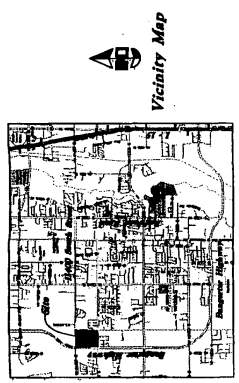
**Contains 3,349,961 sq. ft.
or 76.905 acres**

EXHIBIT B-1

Penney Tract Site Plan

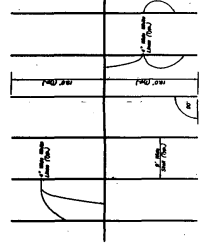
Exhibit B-1 to Supplemental Declaration
Exhibit B to Supplemental Declaration

GREAT BASIN ENGINEERING - SOUTH
CONSULTING ENGINEERS AND LAND SURVEYORS
2019 North Broadway Road, P.O. Box 18747
Salt Lake City, Utah 84119
Tel: 313.551.1000 Fax: 313.551.1001

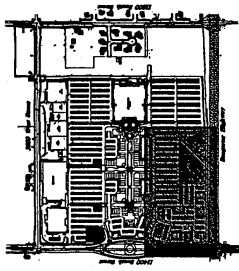


West District Statistical Block

Max. Building Area	Lead Area	Parking Provided	Parking Ratio
WPS	100,000 S.F.	541 Stalls	5.5/1000 S.F.
WPA	50,000 S.F.	270 Stalls	5.4/1000 S.F.
WPA	100,000 S.F.	541 Stalls	5.4/1000 S.F.
WP2	5,000 S.F.	250 Stalls	5.0/1000 S.F.
WP3	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP4	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP5	10,000 S.F.	500 Stalls	5.0/1000 S.F.
WP6	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP7	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP8	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP9	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP10	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP11	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP12	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP13	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP14	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP15	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP16	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP17	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP18	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP19	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP20	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP21	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP22	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP23	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP24	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP25	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP26	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP27	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP28	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP29	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP30	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP31	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP32	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP33	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP34	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP35	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP36	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP37	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP38	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP39	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP40	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP41	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP42	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP43	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP44	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP45	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP46	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP47	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP48	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP49	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP50	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP51	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP52	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP53	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP54	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP55	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP56	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP57	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP58	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP59	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP60	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP61	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP62	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP63	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP64	6,000 S.F.	300 Stalls	5.0/1000 S.F.
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WP66	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP67	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP68	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP69	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP70	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP71	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP72	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP73	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP74	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP75	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP76	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP77	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP78	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP79	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP80	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP81	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP82	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP83	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP84	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP85	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP86	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP87	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP88	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP89	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP90	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP91	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP92	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP93	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP94	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP95	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP96	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP97	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP98	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP99	6,000 S.F.	300 Stalls	5.0/1000 S.F.
WP100	6,000 S.F.	300 Stalls	5.0/1000 S.F.



Zoning Ordinance, Sec. 20.02.020

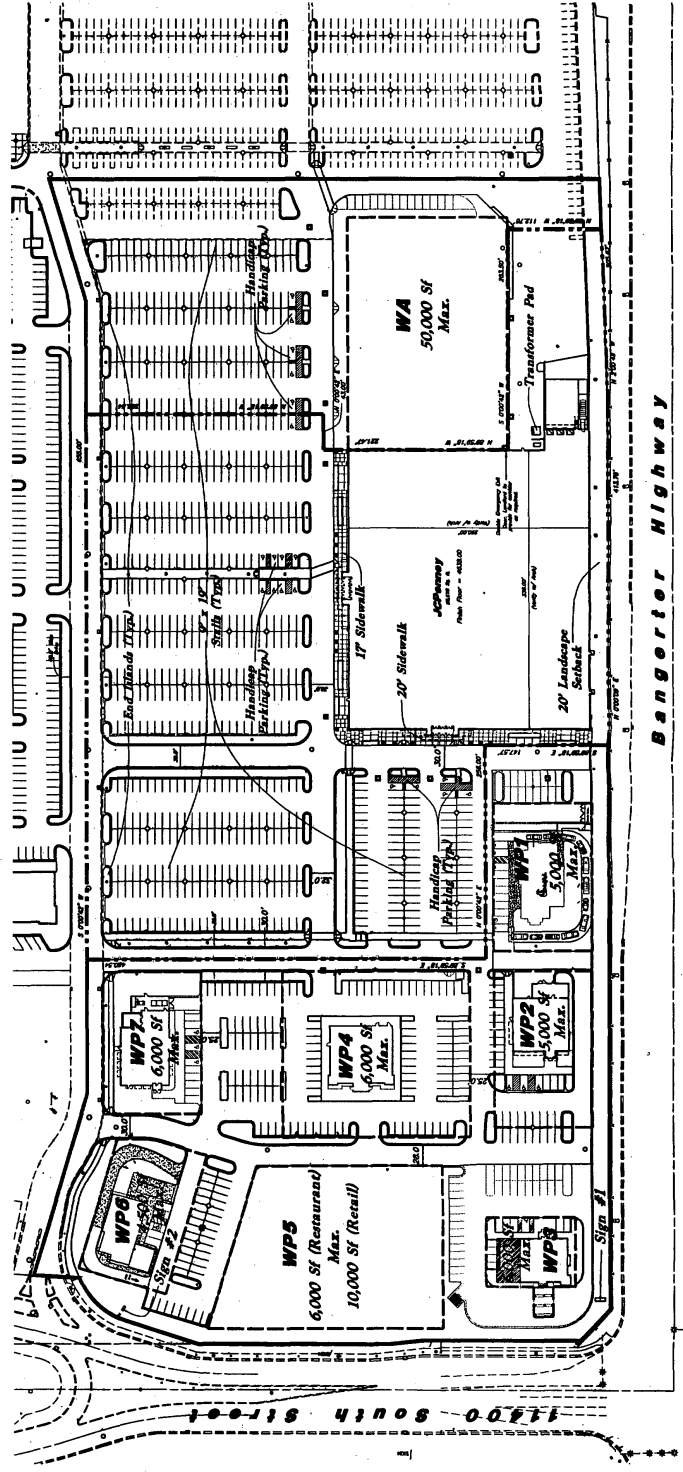


Key Map

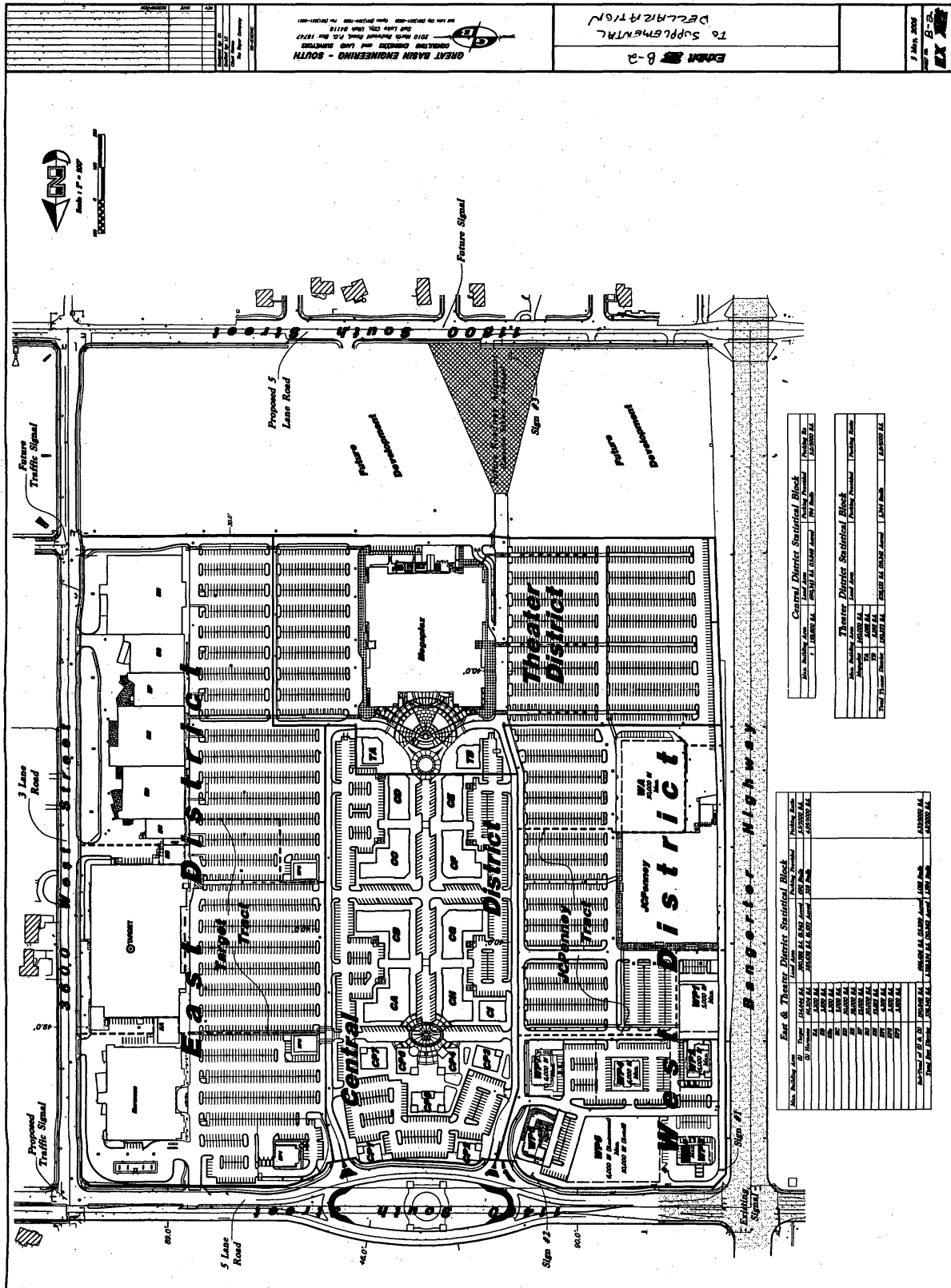
Flood Plain Data
This property is within the Flood Plain of the Salt Lake River. The Flood Plain is shown on the Flood Insurance Rate Map (FIRM) No. 50070C0100, dated 05/12/99. The Flood Plain is shown on the Flood Insurance Rate Map (FIRM) No. 50070C0100, dated 05/12/99. The Flood Plain is shown on the Flood Insurance Rate Map (FIRM) No. 50070C0100, dated 05/12/99.

Legend

- Red dashed boundary
- Property lines
- Proposed building foot



Bangerter Highway



GREAT BASIN ENGINEERING - SOUTH
 CONSULTING ENGINEERS AND LAND SURVEYORS
 2015 North Alameda Road, P.O. Box 18742
 Salt Lake City, Utah 84116
 801.488.8888

PLAN B-2
 TO SUPPLEMENTAL
 DECLARATION

27 MAY 2006
 SHEET 2 OF 2

Central District Statistical Block			
Lot No.	Lot Area	Proposed Area	Proposed %
1	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
TOTAL			

Thence District Statistical Block			
Lot No.	Lot Area	Proposed Area	Proposed %
1	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
TOTAL			

East & Thence District Statistical Block			
Lot No.	Lot Area	Proposed Area	Proposed %
1	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
2	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
3	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
4	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
5	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
6	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
7	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
8	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
9	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
10	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
11	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
12	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
13	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
14	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
15	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
16	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
17	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
18	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
19	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
20	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
21	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
22	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
23	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
24	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
25	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
26	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
27	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
28	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
29	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
30	1,100 SQ. FT.	1,100 SQ. FT.	100.00%
TOTAL			

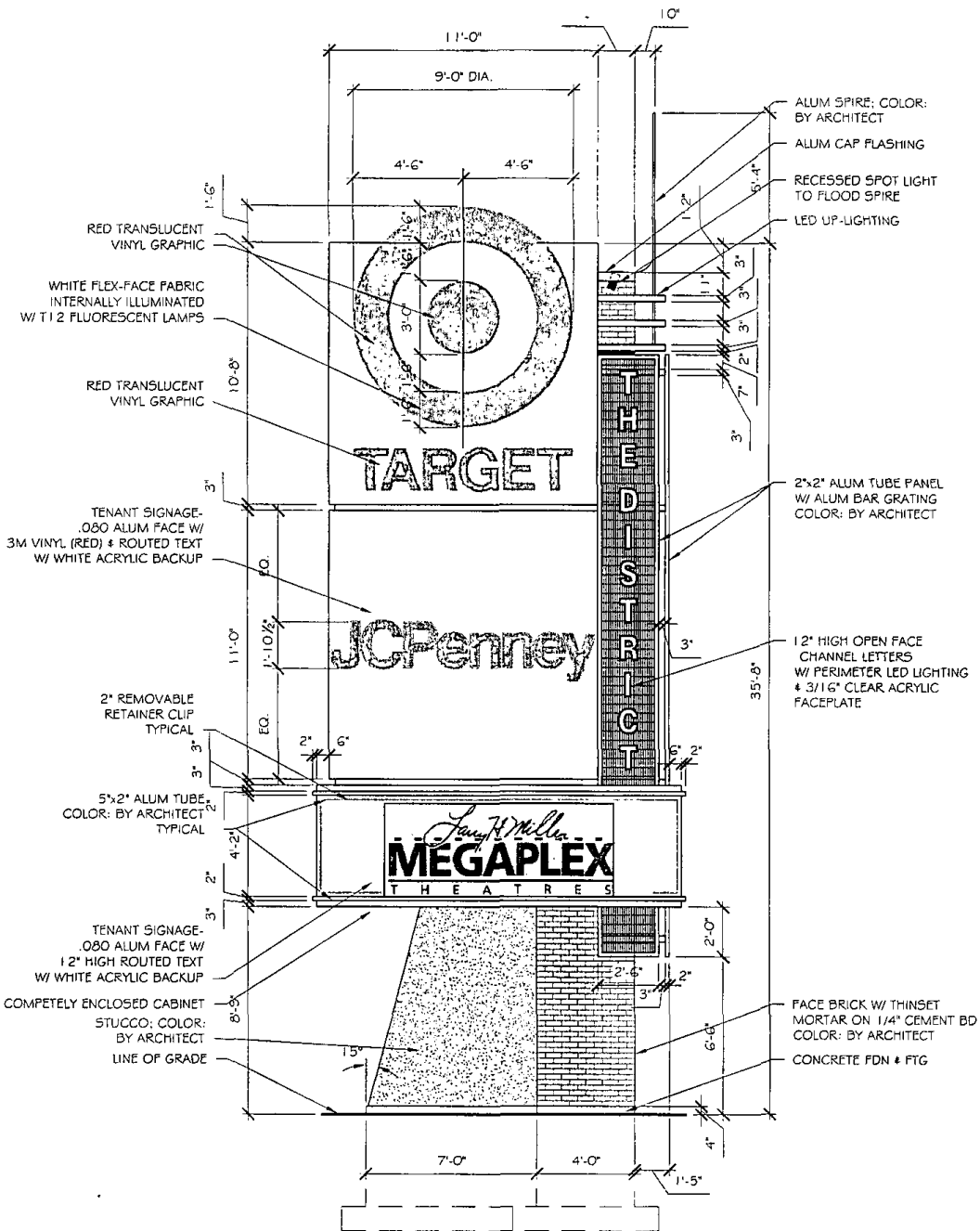
EXHIBIT B-2

District Site Plan

EXHIBIT C

Signs

SIGN 1



SIGN 2

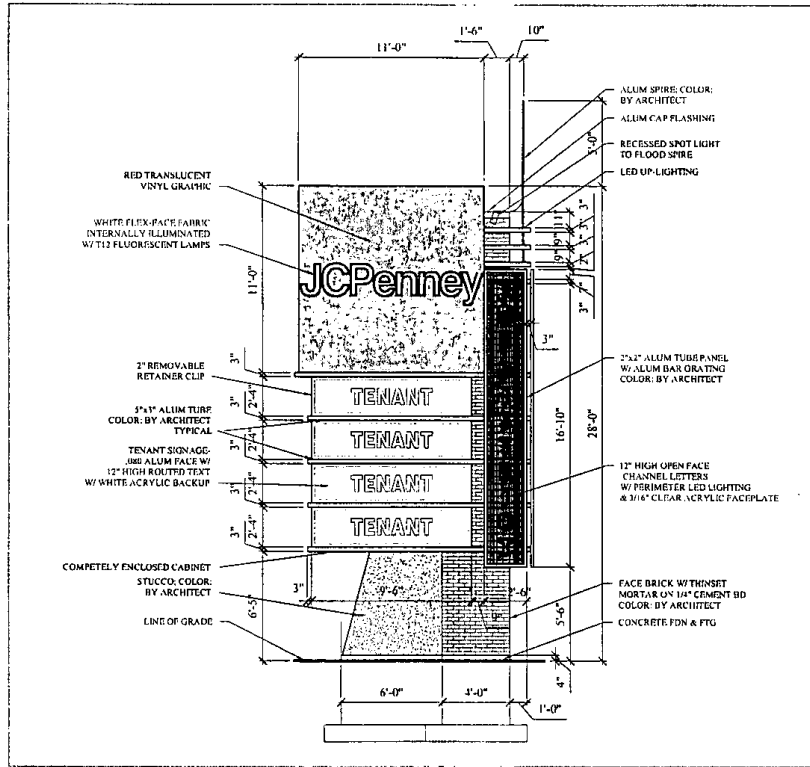


EXHIBIT D

OUT PARCEL RESTRICTIONS

A. UTILITIES:

To the extent possible utility lines and equipment shall be underground.

B. SIGN CRITERIA:

Signs shall be constructed in accordance with the provisions of the Amended OEA.

C. ACCESS:

Vehicular access between each out parcel and the peripheral cruising lane and the entrance/exitways of the Shopping Center shall be limited to the locations designated therefor on the Amended OEA Site Plan, and no additional means of access shall be installed, nor shall any such means of access be relocated.

D. MAINTENANCE:

Each out parcel shall be maintained in good order and condition and kept free of any accumulation of trash or debris, such maintenance to be at least equal to that provided for the Shopping center. Developer shall include such obligation in any lease or sale of any out parcel, and shall reserve effective means to enforce performance of such obligation by any purchaser or lessee of any out parcel.