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*Healun Stebbins*  
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 Weber County Recorder  
 Deputy *Raymond Carter*

CONSTRUCTION, OPERATION AND RECIPROCAL  
 EASEMENT AGREEMENT

(Ogden City Mall, Ogden, Utah)

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(Equitable)

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CONSTRUCTION, OPERATION AND RECIPROCAL  
 EASEMENT AGREEMENT  
 (Ogden, Utah)

THIS CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT (the "REA") is made and entered into as of the 23<sup>rd</sup> day of September, 1980, by and between OGDEN CITY MALL COMPANY, a limited partnership in which ERNEST W. HAHN, INC., a California corporation, is the sole general partner, hereinafter referred to as "Developer"; DOWNTOWN PROPERTIES, INC., a Utah corporation, hereinafter referred to as "Woodbury"; J. C. PENNEY COMPANY, INC., a Delaware corporation, hereinafter referred to as "Penney"; CARTER HAWLEY HALE STORES, INC., a California corporation, hereinafter referred to as "Weinstocks"; ALLIED STORES CORPORATION, a Delaware corporation, hereinafter referred to as "Bon Marche"; ALSTORES REALTY CORPORATION, a Delaware corporation, hereinafter referred to as "Bon Marche Landlord"; NORDSTROM, INC., a Washington corporation, hereinafter referred to as "Nordstrom"; and THE OGDEN NEIGHBORHOOD DEVELOPMENT AGENCY, a public body, corporate and politic, formed, organized and existing under the provisions of Chapter 2 of the Utah Neighborhood Development Act (Utah Code Annotated 1953, Chapter 19) hereinafter referred to as the "Agency".

W I T N E S S E T H:

WHEREAS, the City of Ogden (the "City"), a municipal corporation, by Ordinance No. 13-77 adopted March 13, 1977, approved and adopted a certain redevelopment plan, hereinafter referred to as the "Redevelopment Plan", for a project area



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located within the boundaries of the City, in the County of Weber, State of Utah, entitled the "Ogden Redevelopment Project", hereinafter referred to as the "Redevelopment Project"; and

WHEREAS, a portion of said project area (the "Shopping Center Site") is described in Part 1 of Exhibit A and is shown on the plot plan attached hereto as Exhibit B; and

WHEREAS, Developer is the owner of a certain tract of real property situated within the Shopping Center Site, described in Part 2 of Exhibit A and shown on Exhibit B, and hereinafter referred to as the "Developer Tract"; and

WHEREAS, Penney Landlord (as hereinafter defined) is the owner of, and Penney is the lessee, under a written lease agreement between Penney Landlord, as lessor, and Penney, as lessee ("Penney Lease"), of certain tracts of real property situated within the Shopping Center Site, described as the "Penney Store Site", and "Penney TBA Site", respectively, in Part 4 of Exhibit A and shown on Exhibit B, and hereinafter collectively referred to as the "Penney Tract"; and

WHEREAS, Weinstocks is the owner of a certain tract of real property situated within the Shopping Center Site described in Part 5 of Exhibit A and shown on Exhibit B, and hereinafter referred to as the "Weinstocks Tract"; and

WHEREAS, Nordstrom is the owner of a certain tract of real property situated within the Shopping Center Site described in Part 3 of Exhibit A and shown on Exhibit B, and hereinafter referred to as the "Nordstrom Tract"; and

WHEREAS, Woodbury is the (i) owner of a certain tract of real property situated within the Shopping Center Site, described in Part 6 of Exhibit A and shown on Exhibit B,

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and hereinafter referred to as the "Woodbury Tract"; and (ii) the owner of that certain tract of real property described in Part 9 of Exhibit A and shown on Exhibit B, and hereinafter referred to as the "Woodbury Parking Lot" (at such time as Woodbury shall utilize, or shall be required to utilize, the Woodbury Parking Lot, as provided in Section VIII-F, the Woodbury Parking Lot shall become, and shall be considered, a part of the Woodbury Tract); and

WHEREAS, Bon Marche Landlord (as hereinafter defined) is the owner of, and Bon Marche is the lessee under a written lease agreement between Bon Marche Landlord, as lessor, and Bon Marche, as lessee ("Bon Marche Lease") of a certain tract of real property situated within the Shopping Center Site, described in Part 7 of Exhibit A and shown on Exhibit B, and hereinafter referred to as the "Bon Marche Tract"; and

WHEREAS, the Agency is the owner of a certain tract of real property situated within the Shopping Center Site, described in Part 8 of Exhibit A and shown on Exhibit B, and hereinafter referred to as the "Agency Tract";

WHEREAS, the Parties (as hereinafter defined) and the Agency desire to cause the construction of certain on- and off-site improvements sufficient to enable all of the Tracts (as hereinafter defined) to be developed in accordance with the Redevelopment Plan; and

WHEREAS, Developer and the Agency have heretofore entered into a Disposition and Development Agreement dated November 12, 1976, as amended by that certain Implementation Agreement between the Developer and the Agency dated October 31, 1977 (the Disposition and Development Agreement, as amended, is hereinafter referred to as the "DDA") pursuant to the terms of which (i) Developer has agreed to cause the construction of certain buildings and improvements so as to create a regional shopping center on the Tracts, and (ii)

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Agency has agreed to cause the construction of the Parking Structure (as hereinafter defined) on the Agency Tract, all as shown on Exhibit B; and

WHEREAS, the Agency, as provided in resolutions which it has duly adopted, and pursuant to the DDA, has agreed to construct or cause the construction of the Parking Structure on the Agency Tract, and pursuant to that certain Agreement for Lease, Operation and Maintenance of Parking Facility dated October 12, 1978 and any amendments thereof, hereinafter collectively referred to as the "Parking Lease", has agreed to lease the Parking Structure and the Agency Tract to Developer; and

WHEREAS, pursuant to the provisions of the Redevelopment Plan and of the DDA, the Agency is obligated to cause the construction of certain capital improvements within, in the vicinity of, and adjacent to the Shopping Center Site, including the construction and installation of street improvements, street lighting, landscaping, utility relocation, traffic signalization systems, sanitary sewers and drainage systems; and

WHEREAS, the Parties and the Agency desire to make an integrated use of the Tracts and to develop and improve same as a regional shopping center of the so-called "Enclosed Mall" type, which regional shopping center is hereinafter referred to as the "Center" or the "Shopping Center"; and

WHEREAS, Penney and Penney Landlord desire to cause to be constructed and thereafter Penney desires to Operate (as hereinafter defined), or to cause to be Operated, retail and related facilities as a part of the Center as hereinafter provided, in buildings or installations hereinafter called the "Penney Store", to be located on a portion or portions of the Penney Tract as shown on Exhibit B; and

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WHEREAS, Weinstocks desires to cause to be constructed and thereafter to Operate, or to cause to be Operated, a retail facility as a part of the Center as hereinafter provided, in a building or installation hereinafter called the "Weinstocks Store" to be located on a portion or portions of the Weinstocks Tract as shown on Exhibit B; and

WHEREAS, Nordstrom desires to cause to be constructed and thereafter to Operate, or to cause to be Operated, a retail facility as a part of the Center as hereinafter provided, in a building or installation hereinafter called the "Nordstrom Store" to be located on a portion or portions of the Nordstrom Tract as shown on Exhibit B; and

WHEREAS, woodbury desires to cause to be constructed and thereafter to Operate, or to cause to be Operated, retail and related facilities as a part of the Center as hereinafter provided, in a building or installation hereinafter called the "Woodbury Stores", to be located on a portion or portions of the Woodbury Tract as shown on Exhibit B; and

WHEREAS, Bon Marche now Operates an existing retail facility on the Bon Marche Tract, and desires to continue to Operate, or to cause to be Operated, such retail and related facilities, as the same may be remodelled and/or reconstructed, as a part of the Center as hereinafter provided, in a building or installation hereinafter called the "Bon Marche Store", located on a portion or portions of the Bon Marche Tract as shown on Exhibit B; and

WHEREAS, Developer desires to cause to be constructed and thereafter to Operate, or to cause to be Operated,

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retail and related facilities as part of the Center as hereinafter provided, in Developer Stores (as hereinafter defined), all of which shall be located on portions of the Developer Tract, and in addition thereto to erect and construct, or cause to be constructed, the Enclosed Mall (as hereinafter defined), which shall be located on portions of the Developer Tract and on portions of the Woodbury Tract, as shown on Exhibit B; and

WHEREAS, the Parties, Penney Landlord, Bon Marche Landlord and the Agency desire to grant certain easements in, under, over, across and through the Developer Tract, the Bon Marche Tract, the Woodbury Tract, the Penney Tract, the Weinstocks Tract, the Wordstrom Tract and the Agency Tract, respectively; and

WHEREAS, the Parties and the Agency desire to enter into mutual covenants which shall provide for the construction, maintenance and Operation of the Common Area (as hereinafter defined) and of the other buildings and improvements constructed upon the Shopping Center Site, and to make certain other covenants and agreements as hereinafter specifically set forth; and

WHEREAS, the Agency has determined that entering into this REA will assure the benefits to the public and will carry out the public purposes herein described and the full and beneficial use of such public improvements will serve the public interest and will implement the Redevelopment Plan pursuant to the Ogden Neighborhood Development Act;

NOW, THEREFORE, in consideration of the foregoing, and of the covenants, conditions and agreements as hereinafter set forth, IT IS AGREED as follows:

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SECTION I

DEFINITIONS

As used hereinafter in this REA, the following terms shall have the following respective meanings:

A. ACCOUNTING PERIOD. 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 shall commence as to each Party (except Bon Marche and Woodbury), respectively, on a date thirty (30) days prior to the earlier of (i) the date each such Party first opens for business in its Store, excluding its TBA, or (ii) the date such Party is required to first open for business in its Store, excluding its TBA, pursuant to Section VII-B and Section VII-C hereof, and shall end on and include the next following December 31, and as respects each Party hereto, the last Accounting Period shall end on the date that the REA terminates as to the Tract of such Party. The first Accounting Period of Bon Marche shall commence as to its Tract on the earliest date upon which the first Accounting Period of any other Party commences. The first Accounting Period of Woodbury shall commence on the earlier of (i) three hundred sixty (360) days after the date on which the Parking structure and the Enclosed Mall shall first open to the public, or (ii) the date on which Woodbury first opens for business in its Store. Any portion or portions of Common Area Maintenance Cost (as hereinafter defined) relating to a period of time only part of which is included within

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the last Accounting Period of a Party hereto shall be prorated on a daily basis as respects such Party.

B. ALLOCABLE SHARE. The term "Allocable Share" refers to that part of Common Area Maintenance Cost allocable to each respective Party for each Accounting Period, to be computed by multiplying Common Area Maintenance Cost by a fraction, the numerator of which shall be the Initial Planned Floor Area (as hereinafter defined) designated in Section VIII-A hereof and located on the Tract of the Party whose Allocable Share is to be determined, and the denominator of which shall be the total Initial Planned Floor Area on the Tracts of all the Parties, provided that (i) until the date on which the first Accounting Period of Woodbury shall commence, the denominator of such fraction shall not include the Initial Planned Floor Area on the Woodbury Tract, and (ii) until the date on which the first Accounting Period of Nordstrom shall commence, Developer's Allocable Share shall be computed by including in the numerator of such fraction, the Initial Planned Floor Area of Nordstrom.

C. AUTOMOBILE PARKING AREA. The term "Automobile Parking Area" refers to all Common Area used for the parking of motor vehicles, including the Parking Structure, and including incidental and interior roadways, ramps, pedestrian stairways, walkways and tunnels, curbs and landscaping located within or adjacent to areas used for parking of motor vehicles, together with all improvements which at any

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time are constructed thereon or therein. The Automobile Parking Area shall not include truck ramps and loading and delivery areas.

D. COMMON AREA. The term "Common Area" refers to (i) all areas within the exterior boundaries of the Shopping Center Site which are made available as hereinafter provided for the general use, convenience and benefit of Developer and all other Occupants (as hereinafter defined) and Permittees (as hereinafter defined), and (ii) the Woodbury Parking Lot, at such time as Woodbury shall utilize, or be required to utilize, the Woodbury Parking Lot, in accordance with Section VIII-F.

Such Common Area shall include, but not be limited to, common utility lines and systems; Automobile Parking Area; access roads; driveways; Perimeter Sidewalks (as hereinafter defined); malls, including the Enclosed Mall; bicycle paths; pedestrian walkways; pedestrian bridges; rest rooms, emergency exit corridors, stairs, elevators, escalators and similar areas not located within the premises of any Occupant; parking areas located outside the Shopping Center Site as may be approved by the Parties; and in addition a Common Area maintenance office and Common Area equipment sheds. The Common Area shall include, but not be limited to, all items of Common Area shown on Exhibit B.

Common Area shall not include gasoline sales service areas or truck parking, turn-around and dock areas; the depressed portions of truck tunnels or ramps serving the Developer Improvements or the Stores; or the emergency exit corridors and stairs referred to and defined in Paragraph 6 of Section I-L.

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E. COMMON AREA MAINTENANCE COST. The term "Common Area Maintenance Cost" refers to and means the total of all monies paid out during an Accounting Period by Operator for reasonable costs and expenses directly relating to the maintenance, repair, Operation (as hereinafter defined) and management of the Common Area, as provided in Section X, excluding (i) any Enclosed Mall Operation and Maintenance Expense (as hereinafter defined), (ii) wages or salaries paid to management or supervisory personnel, except field supervisors such as foremen, (iii) expenses related to Automobile Parking Area constructed pursuant to Section VIII-A, if any, and (iv) expenses related to Common Area located on the Woodbury Tract. Common Area Maintenance Cost shall include but not be limited to real property taxes and assessments (including any possessory use or interest tax) paid by Operator on Common Areas (excluding rest rooms, emergency exit corridors, stairs, elevators and escalators located within those areas shown as Developer Stores on Exhibit B); all rental charges for equipment and cost of small tools and supplies and all acquisition costs of maintenance equipment, which costs or charges, if in excess of \$1,000.00 for any single item or \$1,000 for any Accounting Period must have been approved by the Parties; policing, security protection, traffic direction, control and regulation of Automobile Parking Area; all rental and other amounts paid by Developer or Operator for the use of the Parking Structure, after offsetting credits, if any, pursuant to the Parking Lease; all costs of cleaning the Common Area and removal of rubbish, dirt and debris

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therefrom; the cost of landscape maintenance and supplies for Common Area including Perimeter Sidewalks; all charges for utility services utilized in connection with Common Area together with all costs of maintaining lighting fixtures in the Automobile Parking Area, including relamping; all premiums for fire and extended coverage insurance and for public liability and property damage insurance required to be carried by Operator or Operator's Nominee pursuant to the provisions of Sections XI and XII hereof; and the cost of the annual audit of Common Area Maintenance Cost referred to in Section X-E hereof.

No capital improvements to or reconstruction of the Common Area (excluding casualties described in Section XIII-C) shall be made without the prior written approval of all Parties participating therein; provided, however, there may be expended for replacement or reconstruction of capital improvements in any one Accounting Period an aggregate sum of not to exceed Fifteen Thousand Dollars (\$15,000.00) without prior approval. The salvage value of any capital item, which was included in Common Area Maintenance Cost, disposed of by Operator shall be credited against Common Area Maintenance Cost. No actual capital expenditure shall be included in Common Area Maintenance Cost if the amortization of such capital expenditure has been or is to be included in Common Area Maintenance Cost. Depreciation and investment credits which may become available to the Operator applicable to all capital expenditures shall be prorated between the Parties on the same basis as Allocable Shares are computed.

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Subject to the provisions of the preceding paragraph, Common Area Maintenance Cost shall also include the cost of maintenance, replacement and reconstruction (except as hereinafter expressly provided in Sections XIII-C and G) work as shall be required to preserve the utility of the Common Area (excluding the Enclosed Mall) in accordance with the provisions of Section X hereof.

In lieu of any other charge for indirect costs (including but not limited to the cost of the operation of any office, accounting services [but excluding the annual audit by an independent certified public accountant], and other services not directly involved with maintenance and Operation), Common Area Maintenance Cost shall include an allowance to Operator for Operator's supervision of the Common Area equal to five percent (5%) of the total of the aforementioned cost and expense of work performed by Operator, or under its direct supervision, for each Accounting Period, provided that if all or any part of the activities or work involved in the Operation of the Common Area or its equipment is provided or performed on behalf of Operator by any other Person (as hereinafter defined) not affiliated with Operator and not by Operator, the amount paid by Operator to such other Person for such activities or work may be included in Common Area Maintenance Cost for the purposes of computing said allowance (notwithstanding that such amount may include reasonable overhead and/or profit to such other Person, as the Parties hereto may from time to time agree in writing, or which shall be a result of

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competitive bid or contract approved by the Parties), but only to the extent that such amount so paid to such other Person shall be for items of cost and expense which would be included in the definition of Common Area Maintenance Cost with respect to such activities or work if performed by Operator with its own employees. Operator shall not be entitled to said five percent (5%) allowance as to the portion or portions of the Common Area maintenance performed by any Operator's Nominee (as hereinafter defined in Section X). Any (i) capital expenditures which may be incurred, and (ii) real property taxes and assessments on the Common Area shall be excluded from computation of the supervision percentage to be paid to Operator or to Operator's Nominee, as the case may be. Operator shall note on its statements of cost referred to in Section X-E hereof whether such activities and work were performed by Operator with its own employees.

Nothing in this Section I-E shall be deemed to preclude any additional or different charges being made pursuant to any lease or other agreement between (i) Developer, or (ii) Woodbury, and any Occupant. It is expressly understood that there are separate agreements between Developer and each Major (as hereinafter defined), and between Developer and Woodbury, with respect to Common Area Maintenance Cost, and in the event of any conflict between the obligations of a Major, or Woodbury, as set forth in this REA and as set forth in such separate agreement between the Developer and such Major, or Woodbury, as the case may be, the provisions of the separate agreement

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shall control, as between the parties thereto, and if any Party is obligated thereunder for less than its Allocable Share, Developer shall be obligated to pay the difference, so that the full Allocable Share of each Party is paid.

It is expressly understood and agreed that all expenses related to Common Area located on the Woodbury Tract, except those portions thereof which are designated part of the Enclosed Mall on Exhibit B, as provided in Section I-J, shall be paid or caused to be paid by Woodbury.

F. COMMON BUILDING COMPONENT. The term "Common Building Component" refers to any single improvement or portion thereof, including, but not necessarily limited to, the Enclosed Mall structure, which is located partly on the Tract of one Party or the Agency and partly on the Tract of another Party or the Agency, or wholly on one Tract, which provides a structural benefit to the improvements on another Tract.

G. COURT. The term "Court" refers to those certain areas within the Enclosed Mall, on each level thereof, abutting the Store (as hereinafter defined) of each Major as shown on and so designated on Exhibit B.

H. DEVELOPER IMPROVEMENTS. The term "Developer Improvements" refers to and includes Developer Stores, the Enclosed Mall and all other improvements situated upon the Developer Tract as the same may exist from time to time including any replacements thereof.

I. DEVELOPER STORES. The term "Developer Stores" refers to the buildings located on the Developer Tract designated on Exhibit B as Buildings A, B, C, D, E, F, G, H, J, K, L, M and N as the same may exist from time to time in-

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cluding any replacements thereof.

J. ENCLOSED MALL. The term "Enclosed Mall" refers, except as provided in this Section I-J, to the portion or portions of the malls located in the Center which are constructed so that climatic control may be provided therein and/or which are actually enclosed by walls and ceiling, and which are designated as such on Exhibit B, as the same may exist from time to time, including any replacements thereof.

The term "Enclosed Mall" shall not include any such malls located on the Woodbury Tract which are not shaded and labelled as Enclosed Mall on Exhibit B, but shall include those areas on the Woodbury Tract which are shaded on Exhibit B, and which are shown on Exhibit B as being a part of the Enclosed Mall (including the passenger elevator and staircase connecting the first and second levels).

K. ENCLOSED MALL OPERATION AND MAINTENANCE EXPENSE. The term "Enclosed Mall Operation and Maintenance Expense" refers to the actual annual cost paid in connection with the Enclosed Mall for the Operation thereof, including but not limited to real property taxes and assessments paid by the Operator of the Enclosed Mall (including any possessory use or interest tax); utility expenses for lighting, operation of air conditioning and heating equipment; premiums on public liability, property damage, fire and extended coverage, vandalism and plate glass insurance for the Enclosed Mall improvements and equipment; all costs of policing, security protection, control and regulation of the Enclosed Mall; maintenance, repair and replacement of mechanical equipment,

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including elevators and escalators connecting levels of the Enclosed Mall, automatic door openers, except automatic doors opening to the Stores, lighting fixtures (including replacement of tubes and bulbs), air conditioning and heating equipment, fire sprinkler system; maintenance of landscaping and plants within the Enclosed Mall; repair, maintenance, sweeping and cleaning of the Enclosed Mall, including ceiling, roof, skylights, windows, floors and floor covering, artifacts, and all other items of expense which are incurred for the maintenance and Operation of the Enclosed Mall, plus a reasonable allowance to the Operator for supervision, which allowance shall in no event be applied to wages or salaries paid to management or supervisory personnel, except field supervisors, such as foremen. Any Person, acting as Operator, may, however, cause any or all services to be provided by an independent contractor or contractors. Nothing herein contained shall be deemed to limit Developer as to having any additional or different cost factors in any lease or other arrangement which it may have with any Occupant. It is expressly understood by the Parties that there are separate agreements between Developer and each Major, and between Developer and Woodbury, relating to the Enclosed Mall Operation and Maintenance Expense and in the event of any conflict between the obligations of a Major, or Woodbury, as set forth in this REA and as set forth in such separate agreement between the Developer and such Major, or Woodbury, as the case may be, the provisions of the separate agreement shall control, as between the Parties thereto. The Operator of the Enclosed Mall shall maintain accounting records in a manner that will reflect the Enclosed Mall Operation and Maintenance Expense separate from all other costs and expenses.

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L. FLOOR AREA. The term "Floor Area" refers to the aggregate of the actual number of square feet of floor space of all floors in any building located on the Shopping Center Site exclusively appropriated for use by an Occupant, whether or not actually occupied, including basement space, subterranean areas, balcony and mezzanine space within the exterior facade or exterior line of exterior walls (including basement walls), except party and interior common walls as to which the center thereof instead of the exterior faces thereof shall be used.

The term "Floor Area" shall not include the following:

1. The upper levels of any multi-deck stock areas created for convenience to increase the usability of space for stock purposes;

2. Areas which are used exclusively to house mechanical, electrical (including electrical equipment to operate point of sale, telecommunication and computer equipment), telephone, HVAC and other such building operating equipment, including trash compacting and baling rooms, whether physically separated or whether otherwise required by building codes;

3. Any Common Area (including employee parking) or any buildings used solely in connection with the maintenance of the Common Area;

4. Any (i) Center management office, (ii) Merchants' Association offices and/or (iii) Community Hall, provided that the sum of (i) and (ii) shall not exceed an aggregate of three thousand (3,000) square feet and the sum

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of (i), (ii) and (iii) shall not exceed an aggregate of four thousand five hundred (4,500) square feet;

5. A United States post office not exceeding one thousand (1,000) square feet, provided that the rental for such area does not exceed \$1,000.00 per year;

6. Emergency exit corridors or stairs between fire resistant walls required by building codes and not contained within any area exclusively appropriated for the use of any single Occupant;

7. All truck loading areas, truck tunnels and truck parking, and ramps and approaches to any and all truck loading areas, truck tunnels and truck parking, and turn-around and dock areas;

8. Perimeter Sidewalks.

No deduction shall be made from Floor Area computed under the foregoing definition by reason of interior columns, stairs, escalators, elevators, dumbwaiters, conveyors or other interior construction or equipment located within the building involved, except as provided in Paragraphs 2 and 6 above.

After the completion and opening of the respective Stores of each Party, each Party shall, at its sole cost and expense, cause its architect to make a determination as to the number of square feet of Floor Area of each such Party. Such determination shall be completed and furnished to each other Party not later than one hundred twenty (120) days following the date on which the Store of each such Party first opens for business. In lieu of such determination by a Party's architect, any Party may elect to

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furnish to the other Parties a written certification of its Floor Area. Such certification by a Party shall be furnished within the time period above provided. Any dispute arising from such determination or certification shall be resolved by arbitration as provided for in Section XXIII. In the event such determination of Floor Area by the Party's architect or certification by a Party shows that any Party has constructed Floor Area in excess of its Initial Planned Floor Area and provided such excess does not require such Party to construct additional Automobile Parking Area pursuant to Section VIII-A hereof, such Party's Allocable Share under Section I-B shall increase in accordance with such increase over Initial Planned Floor Area. Notwithstanding anything to the contrary contained in this REA, during the period of any damage, destruction, razing, rebuilding, repairing, replacement or reconstruction to, on, or of any building in the Center, the Floor Area of such building shall be deemed to be the same as the Floor Area of such building immediately prior to such period, and upon the completion of the rebuilding, repairing, replacement or reconstruction of such building, the architect of such Party shall make a new determination or such Party shall furnish a certification of Floor Area for such building as provided in the foregoing provisions of this Section I-L.

M. INITIAL PLANNED FLOOR AREA. The term "Initial Planned Floor Area" refers to the Floor Area which each Party (except Bon Marche) has designated as the amount of Floor Area it anticipates constructing on its Tract, as provided in Section VIII-A hereof, and with respect to Bon Marche, the Floor Area contained in the existing Bon Marche store as of the date hereof,

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and which amounts of Floor Area have been utilized in this REA for purposes of determining such Party's Allocable Share and the extent of Common Area and Automobile Parking Area required for the Shopping Center.

N. MAJORS. The term "Major" or "Majors" refers to Penney, Nordstrom, Weinstocks and Bon Marche, severally or collectively, as may be appropriate, as those terms are defined in Section I-EE.

O. MORTGAGEE AND MORTGAGE. The term "Mortgagee" refers to and shall include a mortgagee and/or a trustee and beneficiary under a Mortgage (as hereinafter defined), and to the extent applicable a fee owner, or the lessee (as distinguished from a sublessee), of a Tract which is the subject of a sale and leaseback transaction, which constitutes a Mortgage. The term "Mortgage" refers to any first mortgage, indenture of first mortgage, or first deed of trust whether fee or leasehold, and to the extent applicable, a sale and leaseback transaction or an assignment and subleaseback transaction. Any notice given under this REA to a Person which is a Mortgagee, as hereinabove defined, in more than one capacity, shall be deemed a notice given in accordance with the terms hereof to such Person in all such capacities. The terms "Mortgage" and "Mortgagee" shall not refer to the Bonds (as hereinafter defined), or any indenture or other security instrument, or trustee, bondholder or other Person, with respect to the Bonds.

P. OCCUPANT. The term "Occupant" refers to Developer, Woodbury, the Majors, and to any Person from

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time to time entitled to the use and occupancy of Floor Area in the Center under any lease, deed or other instrument or arrangement whereunder such Person has acquired rights with respect to the use and occupancy of any Floor Area.

Q. OPERATE, OPERATING, OPERATION. The terms "Operate", or "Operating", or "Operation" refer to, subject to the provisions of Section XVI, (i) as respects Stores, the respective Stores being open to the general public for business during their business hours or being temporarily not so open for business during any period of reconstruction of any Store (or Stores) pursuant to the provisions of Section XIII, or by reason of such reasonable interruptions as may be incidental to the conduct of its business; and, (ii) as respects the Enclosed Mall, the Enclosed Mall being open to the public during the business hours of the Majors, or any of them, and being properly operated, maintained, heated, airconditioned, lighted and ventilated, and that all services are being performed necessary to operate and maintain said Enclosed Mall as required by the provisions of Section X-A and as provided for in the definition of Enclosed Mall Operation and Maintenance Expense; and (iii) as respects the Common Area, other than the Enclosed Mall, the Common Area being available for the uses contemplated herein, and being operated and maintained in accordance with the requirements of Section X.

R. OPERATOR. The term "Operator" refers to any Person responsible for the maintenance of the Common

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Area, or any part thereof, under the provisions of Section X, and unless otherwise specified includes Operator's Nominee (as hereinafter defined in Section X).

S. PARKING STRUCTURE. The term "Parking Structure" shall mean the multi-level parking structure and the surface parking area below said structure, to contain 3,500 automobile parking spaces which the Agency, pursuant to the DDA, has agreed to cause to be constructed on the Agency Tract, including the incidental interior roadways; ramps; pedestrian bridges connecting said Parking Structure with the Developer Improvements and the Store of any Major, if any; walkways, curbs and landscaping within or adjacent thereto; and any improvements which at any time are erected thereon or therein.

T. PARTY. The term "Party" refers to Developer, Woodbury and each Major, and any successor Person to Developer, or to Woodbury or to a Major acquiring any interest in or to any portion of their respective Tracts in the Shopping Center except as is otherwise provided in Subparagraphs 1, 2, 3 and 4 of this Section I-T. Penney is the Party with respect to the Penney Tract, and will, subject to Subparagraph 3 of this Section I-T, remain such Party only so long as (i) Penney's leasehold estate has not terminated or expired or (ii) Penney acquires or retains any interest in or to any portion of the Penney Tract. Upon the expiration or earlier termination of Penney's leasehold estate, and provided Penney does not acquire or retain any interest in or to any portion of the Penney Tract, Penney Landlord shall be the Party with respect to the Penney Tract. Bon Marche is the Party with respect to the Bon Marche Tract, and will, subject to Subparagraph 3 of this Section I-T, remain such Party only so long as (i) Bon

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Marche's leasehold estate has not terminated or expired or (ii) Bon Marche acquires or retains any interest in or to any portion of the Bon Marche Tract. Upon the expiration or earlier termination of the Bon Marche's leasehold estate, and provided Bon Marche does not acquire or retain any interest in or to any portion of the Bon Marche Tract, Bon Marche Landlord shall be the Party with respect to the Bon Marche Tract. The Agency is not a Party, but is executing this REA only as a signatory thereto, for the purpose of indicating its consent and approval thereto, and to bind the Agency Tract, and to subordinate the interest of the Agency in the Agency Tract to the terms, covenants, conditions and provisions of this REA.

The exceptions to a successor becoming a Party by reason of any transfer or conveyance of the whole or any part of the interest of any Party in and to such Party's Tract are as follows:

1. While and so long as the transferring Party retains the entire possessory interest in the Tract or portion thereof so conveyed by the terms of a Mortgage, in which event the Party owning such possessory interest shall have the status of Party.

2. The transfer or conveyance is followed immediately by a leaseback of the same Tract or portion thereof by such Party or an affiliate thereof (a sale and leaseback), in which event only the person entitled to possession thereof shall have the status of a Party, so long as the lease in question has not expired or been terminated.

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3. The transfer or conveyance is by way of lease, other than as provided in Subparagraph 2 above. This subparagraph shall not apply to any transfer, by conveyance or by operation of law, of the leasehold estate of Penney in and to the Penney Tract, or of the leasehold estate of Bon Marche in and to the Bon Marche Tract, and accordingly any Person (other than a transferee under Subparagraph 2 above) to whom either such leasehold estate is transferred or conveyed shall become the Party hereunder with respect to the Penney Tract, or the Bon Marche Tract, as the case may be.

4. The successor acquires by such transfer or conveyance:

(a) Less than all of a Party's Tract;

or

(b) An undivided interest, such as that of a joint tenant, or tenant in common, in such Party's Tract or Tracts; or

(c) An undivided interest, legal or equitable, in the assets of any Party other than an individual, which interest is not also an interest in the Party's Tract.

In the circumstances described in this Subparagraph 4, the Persons holding all of the interests in such Tract are to be jointly considered a single Party. In order that other Parties shall not be required with respect to such Tract to obtain action from, or obtain the agreement of, or to proceed against, more than one Person in carrying out or enforcing the terms,

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covenants, provisions and conditions of this REA, then in the circumstances described in Subparagraph 4(a) above, the Persons holding the interest of the Party in and to not less than seventy percent (70%) of said Tract in question, shall designate one of their number as such Party's agent (hereinafter referred to as "Party's Agent") to act on behalf of such Party and in the circumstances described in Subparagraph 4(b) above, the Persons holding not less than seventy percent (70%) of the interest in such Party or the holders of the undivided interests totaling not less than seventy percent (70%) of the entire estate in and to said Tract in question, shall designate one of their number as Party's Agent to act on behalf of such Party. If any Tract is owned by Persons owning an undivided interest therein under a form of joint or common ownership, then in the determination of said seventy percent (70%) in interest, each such owner of such undivided interest shall be deemed to represent a percentage in interest of the whole of such ownership equal to his fractional interest in such Tract. In the circumstances described in Subparagraph 4(c) above, to wit: if any Tract, or portion or portions thereof, is or are owned by any form of entity or entities and the interests of the Persons owning such entity or entities are not interests in the Tract or portion or portions thereof, the Person owning each such interest shall nevertheless be deemed to represent a percentage interest of the whole ownership of the Tract in question, or portion or portions thereof

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as the case may be, which percentage shall be equal to the fractional interest of such Person in the entity or entities.

In any of the circumstances described above, any interest owned by any Person who is a minor or is otherwise suffering under any legal disability shall be disregarded in the making of such designation unless there is at such time a duly appointed guardian or other legal representative fully empowered to act on behalf of such Person.

In the absence of said designation of a Party's Agent, the acts of the Party whose interest is so divided or held in undivided interests (whether or not he retains any interest in the Tract in question) shall be binding upon all Persons having an interest in the subject Tract, until such time as written notice of such designation is given and recorded in the office of the County Recorder of the County of Weber, and a copy thereof is served upon each of the other Parties, by registered or certified mail; provided, however, in the following instances all of the other Parties, acting jointly, or in the failure of such joint action, any other Party at any time may make such designation of the Party's Agent in the manner provided in this paragraph (it being expressly agreed that in the event two (2) or more different designations are made by two (2) or more such other Parties, the first designation so made shall be binding on the subject Tract):

(i) If at any time after a designation of a Party's Agent in accordance with the provisions of

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- this Subparagraph 4, there shall for any reason be no duly designated Party's Agent of whose appointment all other Parties have been notified as herein provided; or
- (ii) If a Party's Agent has not been so designated and such notice has not been given thirty (30) days after any other Party shall become aware of any change in the ownership of any portion of the Shopping Center; or
- (iii) If the designation of a Party's Agent earlier than the expiration of such thirty (30) day period shall be reasonably necessary to enable or entitle any other Party to comply with any of its obligations under this REA or to take any other action which may be necessary or permitted to carry out the purposes of this REA.

The exercise of any powers and rights of a Party under this REA by a Party's Agent shall be binding upon all Persons having an interest in the Tract owned by such Party. A Party's Agent shall, so long as such designation remains in effect, be a Party hereunder and the remaining Persons owning the Tract in question shall be deemed not to be Parties. The other Parties shall have the right to deal with and rely upon the acts or omissions of a Party's Agent in the performance of this REA, but such designation shall not, however, relieve any Person from the obligations created by this REA.

Any Person designated a Party's Agent pursuant to the provisions of this Subparagraph 4 shall be the agent of his principals upon whom service of any process,

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writ, summons, order or other mandate of any nature, of any court in any action, suit or proceeding arising out of this REA, or upon whom any demand for arbitration, may be made, and service upon a Party's Agent shall constitute due and proper service of any such matter upon his principal. Until a successor Party's Agent has been appointed and notice of such appointment has been given pursuant to the provisions of this Subparagraph 4, the designation of a Party's Agent shall remain irrevocable.

The foregoing provisions of this Subparagraph 4 shall apply to the Penney Landlord and/or the Bon Marche Landlord in the event more than one person acquires the interest of the Penney Landlord in the Penney Tract, and/or the interest of the Bon Marche Landlord in the Bon Marche Tract, as the case may be.

Upon any transfer, conveyance, or reversion of title or interest, which transfer, conveyance, or reversion of title or interest, would create a new Party, pursuant to the terms hereof, then the powers, rights and interest of the former Party shall be deemed assigned, transferred, conveyed, or to have reverted to such transferee, grantee, or holder of the reversionary title or interest, and the obligations of such former Party under this REA shall be deemed assumed by such transferee, grantee, or holder of the reversionary title or interest with respect to the Tract so acquired as respects all such

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obligations to be performed from and after the date of such assignment, transfer, conveyance or reversion and any matters disclosed by the Estoppel Certificate referred to in Section XXX-F hereof; provided, however, this paragraph shall only apply to a Mortgagee while in possession of a Tract and shall have no application to a Mortgagee not in possession unless such Mortgagee not in possession expressly accepts and assumes such powers, rights and interests in said Tract; provided, further, however, in the event the Agency reacquires any Tract by reason of the exercise of its right of reverter provided in the DDA, then the Agency shall have no obligation hereunder to operate, maintain, contribute to Common Area Maintenance Cost, construct or reconstruct or perform any other affirmative obligation as to such Tract, provided that the Agency shall exercise due diligence to sell or lease the reacquired Tract, and upon such sale or lease the Person acquiring such Tract shall become the Party with respect to such Tract.

Anything in this Section I-T to the contrary notwithstanding, it is expressly agreed that WOODBURY CORPORATION, a Utah corporation, managing agent for Woodbury, is joining in the execution of this REA to evidence its agreement that WOODBURY CORPORATION is primarily and jointly and severally liable with Woodbury for the performance of all of the covenants and obligations to be performed and paid by Woodbury under this REA, except that WOODBURY CORPORATION shall not incur, assume or

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guarantee any indebtedness for borrowed money under any construction or permanent loan which may be created, incurred or assumed by Woodbury.

U. PENNEY LANDLORD AND BON MARCHE LANDLORD. The term "Penney Landlord" shall mean the Person who owns fee title to the Penney Tract and the Penney Store, and any successor Person thereto acquiring such interests. At the time of execution of this REA, Developer is the Penney Landlord.

The term "Bon Marche Landlord" shall mean the Person who owns fee title to the Bon Marche Tract and Bon Marche Store, and any successor Person thereto acquiring such interests. At the time of execution of this REA, Alstores Realty Corporation, a Delaware corporation, is the Bon Marche Landlord.

V. PERIMETER SIDEWALKS. The term "Perimeter Sidewalks" refers to those areas, excluding all public sidewalks shown on Exhibit B, adjacent to the Stores between exterior building faces and curb faces, including sidewalks, curbs and all other improvements adjacent to the buildings of the Parties, which shall be designed and constructed as provided in Section VI-C.

W. PERMITTEES. The term "Permittees" refers to Developer and all Occupants and their respective officers, directors, employees, agents, contractors, customers, visitors, invitees, licensees, subtenants and concessionaires.

X. PERSON. The term "Person" refers to and shall include individuals, partnerships, firms, associ-

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ations and corporations, or any other form of business or government entity, and the use of the singular shall include the plural.

Y. PROJECT ARCHITECT. The term "Project Architect" refers to Millard Archuletta Associates, or such other architect or architects duly licensed to practice in the State of Utah as may from time to time be designated by Developer and the Majors, and if there is any work to be performed by the Project Architect in connection with the Parking Structure, then also by the Agency.

Z. STORE OR STORES. The term "Store" or "Stores" refers to the building(s), respectively, housing the Penney Store and/or the Weinstocks Store and/or the Bon Marche Store, and/or the Nordstrom Store and/or the Developer Stores and/or the Woodbury Stores, as the context may appropriately require. For purposes of Section XIII of this REA, the term "Store" or "Stores" shall be deemed to include truck parking, turn-around and dock areas; the depressed portions of truck tunnels or ramps; and emergency exit corridors and stairs exclusively located within a Store.

AA. TBA. The term "TBA" refers to the building located on Parcel 2 of the Penney Tract, designated on Exhibit B as "TBA", and intended initially to be used for the sale of automobile tires, batteries and accessories, motor vehicle fuel products, servicing and repair of motor vehicles (exclusive of body and fender repairs) and for the sale of merchandise and services related thereto.

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BB. TERMINATION DATE. The term "Termination Date" refers to the date on which this REA shall terminate, pursuant to the terms and provisions of Section XXVII hereof.

CC. TRACT OR TRACTS. The term "Tract" or "Tracts" refers to the Developer Tract and/or the Penney Tract and/or the Weinstocks Tract and/or the Bon Marche Tract and/or the Nordstrom Tract and/or the Woodbury Tract and/or the Agency Tract, as the context may require.

DD. WOODBURY STORES. The term "Woodbury Stores" refers to the building, new or remodeled, located on the Woodbury Tract abutting the Enclosed Mall as the same may exist from time to time including any replacements thereof.

EE. DEVELOPER, PENNEY, WEINSTOCKS, NORDSTROM, BON MARCHE AND WOODBURY. The terms "Developer", "Penney", "Weinstocks", "Nordstrom", "Bon Marche" and "Woodbury", 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, Penney, Weinstocks, Nordstrom, Bon Marche and Woodbury are concerned, refer only to the Person who at the time in question is the Party with respect to the Developer Tract, the Penney Tract, the Weinstocks Tract, the Nordstrom Tract, the Bon Marche Tract, and the Woodbury 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, Penney, Weinstocks, Nordstrom, Bon Marche and Woodbury only during and in

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respect of the respective time periods in which each respectively is a Party. Notwithstanding the foregoing, it is expressly understood and agreed that (i) the requirements to construct improvements pursuant to Sections V, VI and VII shall be and remain the respective personal covenants of the signatories obligated thereunder and their respective "guarantors" (which term as used herein shall be deemed to include a Person obligated to cause the covenants of a Party hereunder to be performed), if any, and no such signatories or guarantors shall be released from such obligation upon or by any transfer by the signatory of its interest in its Tract (such requirements shall additionally be deemed to be covenants running with the land as well as the personal covenants of each such signatory), and any transferee of such signatory shall by acquiring a possessory interest in the Shopping Center to the extent of such interest be responsible along with such signatory for the performance of such covenants, and (ii) the covenants of the Majors to Operate pursuant to Section XXI are and shall remain a personal covenant of each respective Major who is a signatory to this REA, and/or its respective guarantor, as the case may be, and their successors by means of merger or consolidation, and no such signatory and/or guarantor shall be released from any obligation under such covenant upon or by any transfer by the signatory and/or guarantor of its interest in its respective Tract.

Anything in this Section I-EE to the contrary notwithstanding, it is expressly understood

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and agreed that (i) the terms "Penney", "Weinstocks", "Nordstrom" and "Bon Marche" for the purposes solely of Section XXI, shall mean J. C. Penney Company, Inc., Carter Hawley Hale Stores, Inc., Nordstrom, Inc. and Allied Stores Corporation, respectively, or any parent or subsidiary corporation thereof, or any other corporation which may succeed to each such Major's business in the State of Utah, or any corporation which may, as the result of reorganization, merger, consolidation or sale of stock or assets, succeed to such business, and (ii) each respective Major shall be released from all further obligations under this REA if such Major sells or leases its interest in its Tract to a Person which acquires all or substantially all of the assets of such Major, and which, by written instrument in recordable form, expressly assumes all of such Major's obligations hereunder.

FF. BONDS. The term "Bonds" refers to the bonds issued by the Agency and other indebtedness and obligations incurred by the Agency to obtain funds for the acquisition of the Agency Tract, for the construction of the Parking Structure by the Agency, for the costs to the Agency of land acquisition, relocation, demolition and site clearance, utilities and public improvements, and other public costs related to the development of the Agency Tract pursuant to the DDA and this REA.

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SECTION II

EASEMENTS

A. NON-EXCLUSIVE EASEMENTS GRANTED BY THE PARTIES, BON MARCHE LANDLORD AND PENNEY LANDLORD FOR AUTOMOBILE PARKING, PEDESTRIAN AND INCIDENTAL USES. Each Party, Bon Marche Landlord as to the Common Area on the Bon Marche Tract, if any, and Penney Landlord as to the Common Area on the Penney Tract, if any, hereby grants to each of the other Parties, Bon Marche Landlord, Penney Landlord and to the Agency, for their respective use, and for the use of their respective Permittees, in common with all others entitled to use the same, non-exclusive easements over the Common Area of their respective Tracts, for ingress to and egress from such respective Tracts, for the passage and parking, if any, of vehicles, and for passage and accommodation of pedestrians, on such respective portions of such Common Area as are set aside, maintained and authorized for such use pursuant to the terms of this REA, and for the doing of such other things as are authorized or required to be done on said Common Area pursuant to this REA. Each Party, Bon Marche Landlord as to the Common Area on the Bon Marche Tract, if any, and Penney Landlord as to the Common Area on the Penney Tract, if any, further reserves to itself the right to grant such easements over the Common Area of its respective Tract, for the purposes hereinabove enumerated, to such other Persons as may from time to time be entitled thereto.

Each Party, Bon Marche Landlord as to the

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Common Area on the Bon Marche Tract, if any, and Penney Landlord as to the Common Area on the Penney Tract, if any, hereby reserves the right to eject or cause the ejection from the Common Area of its Tract of any Person or Persons not authorized, empowered or privileged to use the Common Area of such Tract. Notwithstanding the foregoing, each Party, Bon Marche Landlord as to the Common Area on the Bon Marche Tract, if any, and Penney Landlord as to the Common Area on the Penney Tract, if any, reserves the right to close off the Common Area of its Tract for such reasonable period or periods of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, that prior to closing off any portion of the Common Area, as herein provided, such Party shall give written notice to each other Party, and to Bon Marche Landlord and Penney Landlord of its intention so to do, and shall coordinate such closing with all other Parties, Bon Marche Landlord and Penney Landlord so that no unreasonable interference with the Operation of the Shopping Center shall occur. No Floor Area shall be erected and constructed within any portion of the Common Area except as shall have been approved by the Parties or as shown on Exhibit B.

B. UTILITY EASEMENTS GRANTED BY THE PARTIES,  
BON MARCHE LANDLORD AND PENNEY LANDLORD

1. Separate Utility Lines. Each Party,  
Bon Marche Landlord as to the Common Area on the Bon

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Marche Tract, and Penney Landlord as to the Common Area on the Penney Tract, hereby grants to each of the other Parties, Bon Marche Landlord, Penney Landlord, and the Agency easements in, to, over, under and across the Common Area of their respective Tracts for the installation, operation, flow and passage, use, maintenance, repair, relocation and removal of sanitary sewers, storm drains, water and gas mains, electrical power lines, telephone lines and other utility lines, all of such sewers, drains, mains and lines to be underground, serving the respective Tracts of each of the Parties, and the Agency.

2. Common Utility Lines. Each Party, Bon Marche Landlord as to the Common Area on the Bon Marche Tract, and Penney Landlord as to the Common Area on the Penney Tract, hereby grants to each of the other Parties, Bon Marche Landlord, Penney Landlord, and the Agency, for their respective use and for the use of their respective Permittees, non-exclusive easements in, to, over, under and across the Common Area of their respective Tracts for the installation, operation, flow and passage, use, maintenance, repair, relocation and removal of sanitary sewers, storm drains, water and gas mains, electrical power lines, cable T.V., telephone lines and other utility lines, all of such sewers, drains, mains and lines to be underground, for the service of Common Area and for use in common with the other Parties, Bon Marche Landlord, Penney Landlord and the Agency.

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3. Location of Easements. The location of all easements of the character described in this Section II-B shall be subject to the prior written approval of the Party in, to, over and under whose Tract the same is to be located. Upon completion of construction of such utility facilities the Parties, Bon Marche Landlord, Penney Landlord and the Agency shall join in the execution of an agreement, in recordable form, appropriately identifying the type and location of such respective utility facility.

C. CONSTRUCTION EASEMENTS GRANTED BY THE PARTIES, BON MARCHE LANDLORD AND PENNEY LANDLORD.

Each Party, Bon Marche Landlord with respect to the Bon Marche Tract, and Penney Landlord with respect to the Penney Tract, hereby grants to each of the other Parties, Bon Marche Landlord, Penney Landlord and the Agency non-exclusive easements in, to, over, under and across the Common Area of each such respective Tract for the purpose of the development and construction thereof; and for the construction, reconstruction, erection and removal and maintenance on, to, over, under and across each such respective Tract of (i) Common Building Components, (ii) footings, foundations, supports and common walls to a maximum lateral distance of six feet (6'), (iii) canopies, flag poles, roof and building overhangs, awnings, alarm bells, signs, lights and lighting devices and other similar appurtenances to the building to a maximum lateral distance of

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fourteen feet (14'), and (iv) electrical or similar vaults and HVAC supply-exhaust shafts below the surface of such Common Area, to a maximum lateral distance of fourteen feet (14'), as any of the foregoing are shown in the working drawings for such building, and approved, as to location by the Party, Bon Marche Landlord, Penney Landlord or the Agency, whose Tract is burdened thereby, or pursuant to any other written agreement hereafter executed between any of the Parties, Bon Marche Landlord, Penney Landlord or the Agency. If the need for such easements is shown on the plans and specifications of a Party, Bon Marche Landlord, Penney Landlord or the Agency in advance, only the location of each of the abovementioned easements shall be subject to the approval of the Party, Bon Marche Landlord, Penney Landlord or the Agency, whose Tract is burdened by such easements. Each Party, Bon Marche Landlord, Penney Landlord and the Agency hereby covenant and agree, respectively, that their respective exercise of such easements shall not result in damage or injury to the buildings or other improvements of any other Party, Bon Marche Landlord, Penney Landlord or of the Agency, and shall not interfere with the business operation conducted by any Party or by Operator. The exercise of the rights referred to in this Section II-C shall be in conformity with Section III hereof. Upon completion of the construction elements referred to above, and upon the request of any Party, Bon Marche Landlord,

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Penney Landlord or the Agency, the Parties, Bon Marche Landlord, Penney Landlord and the Agency shall, if requested to do so by any Party, Bon Marche Landlord, Penney Landlord or the Agency, join in the execution of an agreement, in recordable form, appropriately identifying the nature and location of each such construction element.

D. EASEMENTS FOR CONSTRUCTION OF PEDESTRIAN BRIDGES. Developer, Penney and Penney Landlord, as to their respective Tracts, hereby grant to the Agency easements appurtenant to the Agency Tract for the construction, attachment and support of the pedestrian bridges shown on Exhibit B and identified thereon as Pedestrian Bridge 1, Pedestrian Bridge 2, Pedestrian Bridge 3 and Pedestrian Bridge 4, respectively, providing means of access, ingress and egress between such Tracts and the Parking Structure and for the maintenance and repair thereof. Each such bridge so erected and constructed shall at all points where it crosses any access drive be maintained in such a manner as to at all times provide for a clearance from such access drive of not less than 14'-6" measured from finish grade or pavement to underside of bridge. In the event of any change, alteration, or modification in design, location, support, or attachment of said pedestrian bridges from that shown on the plans and specifications for said pedestrian bridges approved by grantor as provided

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in Section IV, the grantee of the easement granted pursuant to this paragraph shall bear the cost of any modifications to the Parking Structure necessitated by such change, alteration, or modification in design, location, support, or attachment of said pedestrian bridges.

Agency hereby grants to Penney Landlord an easement appurtenant to the Penney Tract, and to Developer, easements appurtenant to the Developer Tract, for the construction, attachment to the Parking Structure, maintenance, repair, reconstruction and use of Pedestrian Bridges 1, 2, 3 and 4, respectively from the Parking Structure to the Penney Store, and from the Parking Structure to the Enclosed Mall. Each such bridge shall, at all points where it crosses any access drive, be maintained in such manner as to at all times provide for a clearance from such access drive of not less than 14'-6" measured from finish grade of pavement to underside of bridge. The grantee of the easements granted pursuant to this paragraph shall respectively bear the cost of any modifications to the Parking Structure necessitated by the use and exercise of such easements.

E. FIRE AND SERVICE CORRIDOR EASEMENTS GRANTED BY DEVELOPER. Developer agrees with each of the Majors and with Woodbury that it will, upon request, grant to any Major, or Woodbury, as the case may be, making such request, for the benefit of such Major's Tract, or for the

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benefit of the Woodbury Tract, such easements over the Developer Tract as such Major or Woodbury may require in order to provide emergency fire exit or service corridors or stairs which are required by building codes, leading from the Store or Stores of such Major or Woodbury, to the Automobile Parking Area. Notwithstanding the designation as emergency fire exit or service corridors, all such corridors may be used for such other purposes as may be permitted by law.

F. PENNEY SIGN EASEMENTS. Developer hereby grants to Penney the following easements, solely for the purposes of erecting, constructing, using and maintaining signs identifying the trade name of the Store located on the Penney Tract:

(i) An easement over and across portions of Developer Store F, such easement not to exceed eighteen feet (18') in length and not more than three feet (3') in height. Such sign shall be located eighteen feet (18') above the sidewalk, on the plaster facia of the east wall of Developer Building F, in the location designated on Exhibit B. This grant shall include an easement for an electrical line connecting said sign to the Store on the Penney Tract.

(ii) An easement over and across portions of Pedestrian Bridge Number 2, connecting the Parking Structure with the west entrance of the Store on the Penney Tract, such easement not to exceed ten feet (10') in length and one foot six inches (1'6") in height, and shall be in the location designated on Exhibit B. This grant shall include an easement for an electrical line connecting said sign to the Store on the Penney Tract.

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(iii) An easement in the landscaped area along Grant Avenue, adjacent to the Twenty Third Street entrance to the Parking Structure, such easement not to exceed four feet (4') in length and not more than four feet (4') in height, for the erection of a monument sign, the face of which shall not exceed four feet (4') in length, and two feet (2') in height. The location of such easement area shall be as shown on Exhibit B.

(iv) An easement in the lower level of the Enclosed Mall, such easement not to exceed seven feet (7') in length and one foot six inches (1'6") in height. Such sign shall be located sixteen feet (16') above the finished floor of the lower level of the Enclosed Mall, opposite the entrance to the Store on the Penney Tract, in the location designated on Exhibit B.

(v) An easement in the upper level of the Enclosed Mall, such easement not to exceed seven feet (7') in length and one foot six inches (1'6") in height. Such sign shall be located sixteen feet (16') above the finished floor of the upper level of the Enclosed Mall, opposite the entrance to the Store on the Penney Tract, in the location designated on Exhibit B.

(vi) An easement over and across portions of the northeast corner of the Penney TBA at the intersection of 22nd Street and Grant Avenue, such easement not to exceed four feet (4') in length and not more than four feet (4') in height. Such easement shall be in the location designated on Exhibit B.

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Developer shall be responsible for obtaining any permit for said signs, that may be required by any governmental agency.

G. BON MARCHE SIGN EASEMENTS. Developer hereby grants to Bon Marche and Bon Marche Landlord the following easements, solely for the purpose of erecting, constructing and using and maintaining signs identifying the trade name of the Store located on the Bon Marche Tract.

(i) An easement over and across portions of the westerly face of Pedestrian Bridge No. 1, connecting the Parking Structure with the north entrance of the Enclosed Mall. Such easement shall not exceed ten feet (10') in length and one foot six inches (1'6") in height, and shall be in the location designated on Exhibit B. This grant shall include an easement for an electrical line connecting said sign to the Store on the Bon Marche Tract.

(ii) An easement in the lower level of the Enclosed Mall, such easement not to exceed seven feet (7') in length and one foot six inches (1'6") in height. Such sign shall be located sixteen feet (16') above the finished floor of the lower level of the Enclosed Mall, opposite the entrance to the Store on the Bon Marche Tract, in the location designated on Exhibit B.

(iii) An easement in the upper level of the Enclosed Mall, such easement not to exceed seven feet (7') in length and one foot six inches (1'6") in height. Such sign shall be located sixteen feet (16')

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above the finished floor of the upper level of the Enclosed Mall, opposite the entrance to the Store on the Bon Marche Tract, in the location designated on Exhibit B.

(iv) An easement in the landscaped area along Grant Avenue, adjacent to the north entrance to the Parking Structure, such easement not to exceed four feet (4') in length and not more than four feet (4') in height, for the erection of a monument sign, the face of which shall not exceed four feet (4') in length, and two feet (2') in height. The location of such easement area shall be as shown on Exhibit B.

Developer shall be responsible for obtaining any permit for said signs, that may be required by any governmental agency.

H. WEINSTOCKS SIGN EASEMENT. Developer hereby grants to Weinstocks the following easements, solely for the purpose of erecting, constructing, using and maintaining signs identifying the trade name of the Store located on the Weinstocks Tract:

(i) An easement over and across portions of the southerly face of Pedestrian Bridge No. 3, connecting the Parking Structure with the westerly entrance to the Enclosed Mall. Such easement shall not exceed ten feet (10') in length and one foot six inches (1'6") in height, and shall be in the location designated on Exhibit B. This grant shall include an easement for an electrical line connecting said sign to the Store on the Weinstocks Tract.

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(ii) An easement in the lower level of the Enclosed Mall, such easement not to exceed seven feet (7') in length and one foot six inches (1'6") in height. Such sign shall be located sixteen feet (16') above the finished floor of the lower level of the Enclosed Mall, opposite the entrance to the Store on the Weinstocks Tract, in the location designated on Exhibit B.

(iii) An easement in the upper level of the Enclosed Mall, such easement not to exceed seven feet (7') in length and one foot six inches (1'6") in height. Such sign shall be located sixteen feet (16') above the finished floor of the upper level of the Enclosed Mall, opposite the entrance to the Store on the Weinstocks Tract, in the location designated on Exhibit B.

(iv) An easement in the landscaped area along Grant Avenue, to the north of and adjacent to the southerly entrance to the Parking Structure, such easement not to exceed four feet (4') in length, and not more than four feet (4') in height, for the erection of a monument sign, the face of which shall not exceed four feet (4') in length and two feet (2') in height. The location of such easement shall be as shown on Exhibit B.

Developer shall be responsible for obtaining any permit for said signs, that may be required by any governmental agency.

I. NORDSTROM SIGN EASEMENTS. Developer hereby grants to Nordstrom the following easements, solely for the

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purpose of erecting, constructing, using and maintaining signs identifying the trade name of the Store located on the Nordstrom Tract:

(i) An easement over and across portions of the southerly face of Pedestrian Bridge No. 4, connecting the Parking Structure to the westerly entrance of the Store on the Nordstrom Tract. Such easement shall not exceed ten feet (10') in length and one foot six inches (1'6") in height, and shall be in the location designated on Exhibit B. This grant shall include an easement for electrical lines connecting said sign to the Store on the Nordstrom Tract.

(ii) An easement over and across portions of the exterior face of the Enclosed Mall, over the entrance to the Enclosed Mall between the Woodbury Tract and the Store on the Weinstocks Tract, such easement not to exceed eighteen feet (18') in length and three feet (3') in height, provided that the letter "d" and the letter "t" of the Nordstrom "logo" shall be permitted to project to a maximum height of six inches (6") above the three foot (3') dimension. Such sign shall be located sixteen feet (16') above the finished floor of the upper level of the Enclosed Mall, in the location designated on Exhibit B. The grant shall include an easement for an electrical line connecting said sign to the Store on the Nordstrom Tract.

(iii) An easement in the landscaped area along Grant Avenue, to the south of and adjacent to the southerly entrance to the Parking Structure, such easement not to exceed four feet (4') in length and not

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more than four feet (4') in height, for the erection of a monument sign, the face of which shall not exceed four feet (4') in length, and two feet (2') in height. The location of such easement area shall be as shown on Exhibit B.

Developer shall be responsible for obtaining any permit for said signs, that may be required by any governmental agency.

J. PERPETUAL INGRESS AND EGRESS EASEMENT. Developer hereby grants to Penney and Penney Landlord a perpetual, non-exclusive easement for pedestrian and vehicular access, ingress and egress over and across portions of Developer Tract, to and from the Penney Tract and the public streets, shown and labelled as "Penney Access Easement" on Exhibit B, and as legally described in Part 10 of Exhibit A. Such easement shall be appurtenant to the Penney Tract. Until the Termination Date such easement area shall be a part of the Common Area and used, maintained and Operated as such pursuant to this REA. From and after the Termination Date the cost and expense of maintenance, repair, construction and reconstruction thereof shall be borne by the owner of the Penney Tract.

K. EASEMENTS FOR AIR RIGHTS AND SUPPORT. Penney and Penney Landlord, as to portions of the Penney Tract, hereby grant to Developer an easement for the construction and maintenance of a portion of the Developer Stores and/or a portion of the Enclosed Mall and necessary appurtenant structures thereto in the areas respectively designated "Developer Air Rights Easement" on Exhibit B, as such easement is described in Part 12 of Exhibit A, and easements for the column

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structures in the locations therefor shown on Exhibit B within the areas respectively labeled "Developer 2' Structural Easement" on Exhibit B for support of such construction, as such easements are described in Part 11 of Exhibit A hereto. Penney and Penney Landlord further reserve an easement for the construction and attachment of the walls of the Penney truck dock (so designated on Exhibit B) to the under-structure of the Developer Stores and/or the Enclosed Mall structure constructed or to be constructed above such truck dock area.

Developer, as to portions of the Developer Tract, hereby grants to Nordstrom an easement for the construction and maintenance of a portion of the Nordstrom Store and necessary appurtenant structures thereto in the areas respectively designated "Nordstrom Construction Easements" and "Nordstrom Air Rights Easement" on Exhibit B, as such easements are described in Parts 13, 14 and 15, respectively, of Exhibit A.

L. GRANT OF EASEMENTS BY THE AGENCY.

1. Non-exclusive Easements for Automobile Parking, Pedestrian and Incidental Uses. The Agency hereby grants to the Parties, Bon Marche Landlord and Penney Landlord, for their respective use, and for the use of their respective Permittees, in common with all others entitled to use the same pursuant to this REA, non-exclusive easements in, to, over, across and through the Agency Tract, including the Parking Structure, for ingress to and egress from the Agency Tract and the Parking Structure, for the passage and parking of vehicles, for the passage and accomodation of pedestrians and for

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the doing of such other things as are authorized or required to be done on the Agency Tract and the Parking Structure pursuant to this REA. Each of the foregoing easements shall be located on such portions of the Agency Tract, including the Parking Structure as are set aside, maintained and authorized for such use pursuant to the terms of this REA.

2. Utility Easements. The Agency hereby grants to the Parties, Bon Marche Landlord and Penney Landlord non-exclusive easements in, to, over, under, across and through the Agency Tract for the installation, operation, flow and passage, use, maintenance, repair, relocation and removal of sewers, including storm and sanitary sewers, water and gas mains, electrical power lines, telephone lines and other utility lines serving the Tract of each Party, Bon Marche Landlord and Penney Landlord and the Store of each such Person, all of which such sewers, mains and lines shall be underground, except as provided in final working drawings approved by the Parties and the Agency. The location of such easements shall be subject to the approval of the Agency, and such location and the identification of each such utility facility constructed therein shall be included in the agreement referred to in Section II-B-3 hereof.

3. Construction Easements. The Agency hereby grants to the Parties, Bon Marche Landlord and Penney Landlord non-exclusive easements in, to, over, under, on, across and through the Agency Tract (and the Parking Structure situated thereon), for the purposes of the development and construction of the Common Area,

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the Stores of the Majors, the Developer Improvements and the Woodbury Stores, pursuant to the provisions of Sections V, VI and VII hereof; for the construction, reconstruction, erection, removal and maintenance on, to, over, under, across and through the Agency Tract (and the Parking Structure situated thereon) of (i) Common Building Components, (ii) footings, foundations and supports to a maximum lateral distance of six feet (6') and (iii) canopies, flag poles, roof and building overhangs, awnings, alarm bells, signs, lights and lighting devices and other similar appurtenances to any building to a maximum lateral distance of fourteen feet (14'), as any of the foregoing are shown in the working drawings for such buildings. Each Party, Bon Marche Landlord and Penney Landlord hereby covenant and agree that their respective exercise of such easements shall not result in any injury or damage to the Parking Structure and shall not interfere with the use of the Parking Structure as a means to provide parking on a non-exclusive basis for members of the general public patronizing the Shopping Center. The rights referred to in this Section II-L-3 shall be exercised in accordance with the provisions of Section III hereof. Upon completion of the construction referred to above, the nature and location of each such construction element shall be identified in an agreement of the type referred to in Section II-C hereof.

M. EASEMENTS FOR AIR RIGHTS, SUPPORT AND CONSTRUCTION FOR ENCLOSED MALL PURPOSES GRANTED BY WOODBURY. Woodbury, as to portions of the Woodbury Tract, hereby grants to Developer easements for air rights, support, construction and maintenance

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of a portion of the Enclosed Mall and necessary appurtenant structures thereto in the areas respectively designated "Enclosed Mall Easements" on Exhibit B, as such easements are described in Parts 16 and 17, respectively, of Exhibit A. Such easements shall be appurtenant to the Developer Tract. Until the Termination Date such easement area shall be a part of the Enclosed Mall and used, maintained and Operated as such pursuant to this REA. From and after the Termination Date the cost and expense of maintenance, repair, construction and reconstruction thereof shall be borne by the owner of the Woodbury Tract.

N. DOMINANT AND SERVIENT ESTATES. Each easement granted pursuant to the provisions hereof is expressly for the benefit of the Tract of the grantee, and the Tract so benefited shall be the dominant estate and the Tract upon which such easement is located shall be the servient estate, but where only a portion thereof is bound and burdened, or benefited by a particular easement, only that portion so bound and burdened, or benefited, as the case may be, shall be deemed to be the servient or dominant tenement, as the case may be. Any easement granted pursuant to the provisions of this Section II may be abandoned or terminated by execution of an agreement so abandoning or terminating the same, by the owners of the dominant and servient estates and consented to by the Mortgagee, if any, of the dominant estate. Any relocation of any easement shall be made at the expense of the Person requesting such relocation.

O. REDESIGNATION OF AREAS WITHIN STORES. Subject to the provisions of Section VIII-A, the Parties, Bon Marche

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Landlord and Penney Landlord shall each have the right, as to their respective Tracts, in those areas designated as Store Sites, as shown on Exhibit B, at any time and from time to time, to designate, withdraw and redesignate as Floor Area, or Common Area, such areas, excluding fire exit or service corridors, as each may, respectively, from time to time select, provided that each such Person shall improve said area at its expense in accordance with such designation and with all applicable requirements of this REA, and provided further, that if a Major is Operating in the Center, a building facade of the Store of such Major shall always be located so as to provide a building entrance on each level of the Enclosed Mall, as required herein, and so as to complete the enclosure of the Enclosed Mall from and after the date of completion of construction of the Enclosed Mall and said Store and so long thereafter as said Enclosed Mall is required to be maintained as such, and provided further, that if Woodbury is Operating in the Center, a building facade of the Woodbury Stores shall always be located so as to provide a building entrance on each level of the Enclosed Mall, as required herein, and so as to complete the enclosure of the Enclosed Mall from and after the date of completion of the construction of the Enclosed Mall and the Woodbury Stores, and so long thereafter as said Enclosed Mall is required to be maintained as such. Nothing in this Section II-0 shall be deemed to permit Developer to change the location of the Developer Stores or the Enclosed Mall or to permit Woodbury to change the location of the Woodbury Stores, all as shown on Exhibit B without the prior written approval of the Parties.

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P. PROHIBITION AGAINST GRANTING EASEMENTS; ZCMI BRIDGE AGREEMENT. No Party, Penney Landlord, Bon Marche Landlord nor the Agency shall grant an easement or easements of the type set forth in this Section II for the benefit of any property not within the Shopping Center site without the prior written approval of each Party, provided that Developer shall grant easements to, over, under and across the Developer Tract, in the areas shown on Exhibit B, for the installation, operation, use, maintenance, repair, relocation and removal of a pedestrian bridge ("ZCMI Bridge"), to be used for the purpose of providing means of access, ingress and egress between the Shopping Center and the ZCMI store, located on the northeast corner of Washington Boulevard and 24th Street, which bridge shall be constructed in accordance with plans approved pursuant to Section IV-B. In the event of any approved change, alteration, or modification in design, location, support, or attachment of the ZCMI Bridge from that shown on the plans and specifications approved as provided in Section IV-B, the grantee of such easements shall bear the cost of any modification to the grantors' improvements necessitated by such change, alteration, or modification in design, location, support, or attachment of the ZCMI Bridge. The location of any such easement and the design working drawings and specifications with respect to the improvements to be located thereon shall be subject to approval by the Parties.

Q. LOADING AREA EASEMENTS. Developer hereby grants to each Major, Bon Marche Landlord and Penney Landlord, to the extent required by such grantee, an easement in, to, over, under and across portions of the Developer Tract for the construction, use, maintenance, repair and relocation of truck docks, truck ramps, truck parking and truck turn-around areas, to serve each respective Party's Store. The location of such easements shall be as shown on Exhibit B

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SECTION III

EXERCISE OF EASEMENTS

A. The exercise of the easements granted pursuant to Section II hereof shall be subject to the following provisions:

1. The grantee of any of the utility easements referred to in Sections II-B-1 and II-L-2 and the grantee of any easement for electrical lines referred to in Sections II-F, II-G, II-H and II-I shall be responsible as between the grantor and the grantee thereof for the installation, maintenance and repair of all sanitary sewers, storm drains, pipes and conduits, mains and lines and related equipment installed pursuant to such grant. Any such maintenance and repair shall be performed only after two (2) weeks notice to the grantor of the grantee's intention to do such work, except in the case of emergency, and any such work shall be done without cost or expense to the grantor, and in such manner as to cause as little disturbance in the use of the Common Area as may be practicable under the circumstances.

2. At any time the grantor of any of the utility easements granted pursuant to Sections II-B-1, II-B-2 and II-L-2 and the grantee of any easement for electrical lines referred to in Sections II-F, II-G, II-H and II-I shall have the right to relocate on the Tract of the grantor any such sewers, drains, mains and lines and related equipment then located on the Tract of the grantor provided that such relocation shall be performed only after thirty (30) days notice of the grantor's intention to so relocate shall be given to the

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grantee, and such relocation: (i) shall not unreasonably interfere with or diminish the utility services to the grantee; (ii) shall not reduce or unreasonably impair the usefulness or function of such utility; and (iii) shall be performed without cost or expense to the grantee. Notwithstanding such relocation, the maintenance of the lines, mains and/or equipment located on the Tract of the grantor shall be the obligation of the grantee; provided that if there shall be any material increase in the cost of such maintenance by reason of such relocation, the grantor shall bear the cost of such material increase.

3. The easements granted by Sections II-A and II-L-1 hereof shall terminate and expire on the Termination Date.

4. The easements granted by Sections II-B, II-J and II-L-2 hereof shall be perpetual provided, however, if after the Termination Date such easement is not used by the grantee for two (2) consecutive years then at the option of the grantor such easement shall terminate and expire as to such grantee not so using the easement.

5. The easements granted by Sections II-C, II-E, II-F, II-G, II-H, II-I and II-L-3 shall remain in existence so long as the respective Store of the grantee and, as to the Developer, the Developer Mall Stores and the Enclosed Mall and, as to Woodbury, the Woodbury Stores

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and, as to the Agency, the Parking Structure, shall be in existence in the Center (including any period of reconstruction pursuant to Section XIII), except to the extent that the same physically relate to the buildings and improvements (other than Common Building Components) of the grantor of any such easements, in which event such easements shall remain in existence only so long as the respective Stores and, as to Developer, the Enclosed Mall and, as to Woodbury, the Woodbury Stores and as to the Agency, the Parking Structure, of both the grantor and the grantee of such easements shall be in existence in the Center, provided that the easements referred to in this Subparagraph 5 shall terminate and expire not later than on the Termination Date. Interruption in service of any such easements shall be permitted as a result of any cause or event referred to in Section XV-A hereof.

6. The easements granted by Section II-D hereof to the Agency shall remain in existence so long as the Parking Structure and the Stores of the respective grantors shall both be in existence in the Center (including any period of reconstruction pursuant to Section XIII).

B. The Parties, Bon Marche Landlord, Penney Landlord and the Agency agree that in the event the Store of a Major, the Enclosed Mall, the Woodbury Stores or the Parking Structure, shall

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be removed or destroyed, at such time as such Party, Bon Marche Landlord, Penney Landlord or the Agency, respectively, is not required and does not elect to restore the same pursuant to the provisions of this REA, it will, as to its respective Tract, leave in place any foundations, footings or supports not destroyed which immediately prior to such removal or destruction were shared jointly between such removed or destroyed structure and the Store of any Major, or the Enclosed Mall, or the Parking Structure, as the case may be, for so long as such other Store, or the Enclosed Mall or the Parking Structure as the case may be, is in existence, including any period of restoration or reconstruction of same.

Nothing contained in this Section is or shall be determined to impose upon any Person any obligation to reconstruct all or any part of any Store, or the Enclosed Mall, or the Parking Structure beyond such reconstruction provisions as are otherwise contained in this REA. Anything contained herein to the contrary notwithstanding, but subject to the preceding paragraph, upon the Termination Date, any Party, Bon Marche Landlord and Penney Landlord may demolish its Store, Developer may demolish the Enclosed Mall, Woodbury may demolish the Woodbury Stores, and the Agency may demolish or remove from use any portion of the Parking Structure, as the case may be.

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SECTION IV

IMPROVEMENT PLANS

A. DESIGN PROCEDURES FOR ALL SHOPPING CENTER IMPROVEMENTS.

1. Basic Concept Drawings. The Agency has heretofore approved Basic Concept Drawings prepared by the Project Architect, all of the details of which are shown on Exhibit B, attached hereto. All plans prepared pursuant hereto shall be developed in accordance with the general concept set forth in said Basic Concept Drawings and Exhibit B.

2. Schematic Drawings. In order to produce an architecturally compatible and unified Shopping Center, the Parties, Bon Marche Landlord and Penney Landlord each agree to consult with the other Parties, Bon Marche Landlord and Penney Landlord concerning the design, the color treatment and the exterior materials to be used in the construction and reconstruction (or remodelling, in the case of Bon Marche) of all buildings and structures on the Tracts, and to consider the views of the Parties with respect thereto prior to selecting the specific materials and colors for their respective improvements. Each Party, Bon Marche Landlord and Penney Landlord agrees to cause its respective architect to work in good faith with the Project Architect and the other Parties, so that the buildings to be erected and constructed will have an overall cohesive and related architectural continuity and

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will be in harmony with the balance of the Shopping Center improvements. The question of compatibility of the design of the Stores of the Parties shall not be subject to arbitration under Section XXIII.

After finalization of the schematic drawings, the Project Architect shall submit to the Parties, for review and approval, the schematic drawings, together with a palette of colors and materials to be used on the exterior of the Parking Structure. After approval by the Parties of the palette of colors and materials to be used on the exterior of the Parking Structure the architect designing the Parking Structure shall utilize such colors and materials in designing the Parking Structure and consult with and coordinate with the Project Architect so that the Parking Structure will be compatible in appearance with the remainder of the Shopping Center.

B. COMMON IMPROVEMENT PLANS (Excluding the Enclosed Mall).

1. Content of Preliminary Plans and Specifications for Common Improvements. Pursuant to the DDA, the Agency is obligated to cause to be designed certain portions of the Shopping Center, including but not limited to the Parking Structure and the Developer is obligated to cause to be designed those portions of the Shopping Center which are not the obligation of the Agency. In order

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to properly integrate the construction of the Parking Structure with construction of the Stores, the Agency has agreed to retain the Project Architect to design the Parking Structure and the portion of the Shopping Center which the Agency is obligated to construct.

The preliminary plans and specifications prepared by the Project Architect, on behalf of the Developer or on behalf of the Agency, and the architect or architects, if other than the Project Architect selected to design the Parking Structure and the other portions of the Shopping Center for which the Agency is responsible, shall, no later than thirty (30) days after finalization of the schematic drawings as provided in Section IV-A, be submitted to the Parties for their review and approval, and shall show, without limitation, the following items:

(a) All access roadways; exterior boundary walls or fences; project signs; curbs; curb cuts; entrance driveways; interior roadways; the Automobile Parking Area; utility loop systems and lines to serve common improvements and such Floor Area as each Party may designate as to its Tract; sanitary sewer lines, storm drains and other drainage lines or systems, including extensions thereof situated outside the Shopping Center Site

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to connect to established public utility systems; fire hydrants; lighting facilities and other similar facilities for common use, provided that the design and working drawings for storm drains and area drains, including extensions thereof off the Shopping Center Site, sanitary sewers, water, telephone, gas, electric power and other utility lines, conduits and systems, including taps for commercial connections to points designated by each respective Party, not closer than five feet (5') from the building face, may be prepared by the utility companies responsible for such installations or by architects or engineers other than the Project Architect, but same shall be subject to the approval in writing by the Parties.

(b) The location of all facilities for common use (including, without limitation, the ZCMI Bridge) where the fixing of such location is reasonably possible, and if precise location cannot be shown, specifications for such location shall be set forth.

(c) A comprehensive grading plan for the entire Shopping Center, including the size and dimensions of all facilities for common use; storm drains, including area drains, surface drainage installations and taps for building connections; and sanitary sewers for common use, including taps for building connections.

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(d) A composite parking layout for the entire Shopping Center which shall show paving, striping, bumpers, curbs, location of lighting systems, and which shall designate areas which may be separately illuminated from time to time at the request of any Party. Said composite parking layout shall provide not less than 4.5 automobile parking spaces for each one thousand (1,000) square feet of Initial Planned Floor Area within the Center, but in no event less than 3,470 automobile parking spaces, in addition to any parking spaces required to be provided by Woodbury, pursuant to the provisions of Section VIII-F. Each parking space, regardless of angles of parking, shall have a width of not less than nine feet (9') on center, measured at right angles to the side line of the parking space, unless otherwise shown on Exhibit B or the final approved Improvement Plans. Parking bays (which include two [2] rows of parking spaces and incidental driveway) shall have the following minimum widths at the angle of the parking designated below:

DEGREES	MINIMUM
45°	47'
52-1/2°	50'
60°	53'
90°	64'

Each Party, Bon Marche Landlord, Penney Landlord and the Agency severally agree with the others to take no action which would reduce or cause the reduction of the number of parking spaces

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provided hereinabove, without the consent of all Parties and the Agency.

(e) A composite landscaping plan as prepared by the landscape architect, which shall specify over-all plant materials and planting, together with illustrations of all such plantings.

(f) The conditions, standards and architectural treatment under which the foregoing improvements and appurtenances shall be located, constructed or installed. Such conditions, standards or architectural treatment shall not be less than the applicable minimum requirements of the City of Ogden or of any other governmental agency having jurisdiction thereof and shall provide that sewers, drainage, utility lines and conduits, except within structures, including the Parking Structure, shall not be constructed or maintained above the ground level of the Shopping Center.

(g) The improvement plans shall not include any Floor Area but shall designate the general location of all Floor Area and other areas not included within the definition of either "Floor Area" or "Common Area".

(h) The improvement of adjacent streets, including traffic signalization as shown on Exhibit B, and other off-site improvements as required by governmental agencies, pursuant

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to the Scope of Development, attached hereto as Exhibit F.

(i) The design of all water line systems of such size and standards so as to meet the necessary fire protective requirements of various fire underwriters, as hereinafter provided.

(j) The location and extent of Perimeter Sidewalks. The Perimeter Sidewalks shall be designed and constructed in accordance with Section VI-C hereof.

(k) The location and extent of stairways and bridges from the Parking Structure to the Enclosed Mall or to the Store of any Party.

(l) Means of attachment of the ZCMI Bridge to the Enclosed Mall.

(m) Coordination of the design and working drawings of the Parking Structure, the Enclosed Mall, the Stores, and the improvement work to be done by the Agency, as provided for in Section VI-B.

2. Final Plans and Specifications. Within sixty (60) days from the date of approval of the preliminary plans and specifications as provided in Subsection (1) of this Section IV-B, the Project Architect shall submit final plans and specifications to the Parties for review and approval; such final plans and specifications shall be developed from the approved preliminary improvement plans.

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3. Approval of Common Improvement Plans.

From time to time during the course of the preparation of each stage of such common improvement plans the Project Architect or other architects responsible for preparation of such common improvement plans shall cause progressive drawings to be submitted in reproducible form (in sepias or reproducible transparencies) to the Parties for review, recommendation and approval. All plans approved by the Parties shall be submitted by the Project Architect to the Agency for review and approval as required by the DDA, provided, however, the Agency shall approve all such drawings in the event they are consistent with the drawings theretofore approved. Each document so submitted to the Parties or to the Agency shall be addressed and submitted to a specifically named recipient, and shall contain a cover page prominently listing the date mailed, the required return date, a detailed description of each change made upon such document from the previously submitted drawing, and a statement to the effect that the document will be deemed approved by the recipient unless said recipient makes objection thereto in writing within thirty (30) days from the date such plans are submitted. In the event a Party or the Agency objects to the common improvement plans and specifications submitted, such objections shall be made in writing to the Project Architect. If there is such objection from

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any Party or Agency which cannot be resolved by the Project Architect, the Project Architect shall call a meeting of the Parties and Agency to be held within fifteen (15) days from such date of submission to resolve such objection. All objections shall be considered at such meeting with the intent that such common improvement plans and specifications will be agreed to in their final form at such meeting. If at such meeting the Parties and Agency are unable to agree unanimously, all matters of disagreement shall be resolved by the arbitration procedures of Section XXIII hereof. To the extent possible, all work shall continue during the period of arbitration.

The respective approvals by the Parties and the Agency of the final improvement plans for the Parking Structure will constitute each Party's and the Agency's agreement that the parking layout provided satisfies the requirements of this REA. Should the Agency desire to alter or amend the improvement plans for the Parking Structure after same have been approved, the Agency shall consult with the Parties with respect to such alteration or amendment in order that the completed Parking Structure shall have been approved by each of the Parties.

4. Additional Common Improvement Plans. Additional improvement plans for any future development of the Common Area or for the construction of additional common improvements in the Center

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may be developed by the Project Architect or may be developed by others and submitted to the Project Architect for approval. Upon such preparation or approval by the Project Architect, as the case may be, such plans shall be submitted to the Parties and to Agency for their approval in writing pursuant to Section XXX-R.

To provide continuity and harmonious architectural treatment in the development or approval of such plans, prior approved common improvement plans shall be followed as a guide in any such additional plans and in the establishment of conditions, standards and architectural treatment under which unimproved areas shall be improved or additional common improvements shall be made.

5. Delivery of Approved Plans and Specifications. All plans and specifications for construction of the common improvements shall be stamped approved, dated, and certified by the Project Architect and maintained by it in a safe and convenient place. The Parties and the Agency shall each receive a copy of the final plans and specifications providing for the construction of the common improvements. In the event of the designation of another Project Architect, all improvement plans and specifications and other records relating thereto shall be delivered by Developer to the new Project Architect at the time of such designation.

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C. ENCLOSED MALL DESIGN AND IMPROVEMENT PLANS.

Each Major shall be sent general design plans for the Enclosed Mall and shall have the right to approve same pursuant to Section XXX-R. Such plans shall include the plans and specifications for attachment of the Enclosed Mall to the Store of any Major, and the Developer shall cause the architect preparing the same to consider the facade of the building to which the attachment is to be made; the sheathing of any columns in the Enclosed Mall adjacent to any such building facade; the signing requirements of the Major at its Enclosed Mall entrance; the insurance requirements of the Major so as to maintain the quality of its usual fire and extended coverage insurance without increased premium, building code requirements; and the fact that there shall be no seismic loading or structural stress imposed upon the Store of any Major which would require additional support by such Store. Each Major shall have the right to approve, in its sole and absolute judgment, such plans and specifications for attachment, and in such determination, each of the requirements set forth above shall be relevant criteria. In the event plans and specifications for such attachment are submitted to and approved by any Major in sufficient time to enable it to construct its Store so as to receive such attachment, such Major shall so construct its Store. In the event the plans and specifications are not submitted in sufficient time, but are thereafter approved, then and in that event the expense of any change in preparing the Store plans of a Major and any

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additional cost in constructing such Store, or any change or modification thereto shall be borne by Developer. Developer's submission and each Major's approval in compliance with Section IV-B-3 hereof shall be deemed to be submission and approval within sufficient time.

Notwithstanding anything to the contrary, in the development of plans and specifications for the attachment of the Enclosed Mall to the Stores, the Majors and Woodbury (subject to the provisions of Section VII-D) shall coordinate their improvement plans with Developer so that the walls of the Stores may be constructed to permit attachment to the Enclosed Mall in accordance with such coordinated plans.

The general interior construction of, the elevation of, and the architectural treatment of, the Enclosed Mall, excluding store fronts of Developer Stores and Woodbury Stores, shall be subject to the prior written approval of each of the Parties hereto which approval shall not be unreasonably withheld.

Agency has heretofore approved general design plans for the Enclosed Mall and plans for the general interior construction of, the elevation of, and the architectural treatment of, the Enclosed Mall, excluding the store fronts of Occupants. Such plans are those prepared by the Project Architect and bearing a date of July 26, 1978, and identification number BNA 7332A. The Enclosed Mall shall be of a quality at least equal to that shown on the plans heretofore approved by the Agency.

Notwithstanding anything contained in this Section IV, each Major shall have the right of approval

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(which approval may be granted or withheld in its sole and absolute judgment) of the design of its respective Court, including such items as column locations, decor, layout, decorative elements, floor elevations, ceiling heights, lighting, wiring, and furnishings. Notwithstanding the right of each such Major to disapprove the design of its Court, no such disapproval may be predicated on a requirement which would materially alter the general design concept of the Enclosed Mall which was approved in accordance with the requirements of this Section IV.

If any Party or Penney Landlord constructs its Store so that it is necessary for Developer to build the Enclosed Mall structure over the property line of such Party's Tract (other than attachment in the immediate proximity of the Tract line), any additional cost incurred by Developer by reason of so extending said Enclosed Mall shall be reimbursed to Developer by such Party, or Penney Landlord, as the case may be, unless otherwise agreed to by Developer and the Party (or Penney Landlord) involved.

D. PLANS FOR THE STORES. The plans for the respective Stores of the Parties shall be prepared in substantial conformity and shall be consistent with the schematic drawings approved by the Parties and the Agency as provided in Section IV-A. The locations, number of levels, height, and exterior configurations of all buildings and structures to be constructed by each of the Parties or Penney Landlord on their respective Tracts shall, if not indicated thereon or different from Exhibit B or if greater than Exhibit C, be subject to the prior written approval of each of the Parties, which

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approval shall not be unreasonably withheld. The design standards for the on-site improvements, including schematic parking layout, landscaped areas and driveways, shall be uniform for all Parties' Tracts so far as the same are to be constructed at or above ground level.

The Parties and Penney Landlord shall cause to be delivered to the Project Architect and to each other Party at least ninety (90) days before commencement of construction of such Party's Store, one copy of their proposed plans and specifications as respects their exterior design including color and material of their respective Stores or improvements. The Project Architect shall, within twenty (20) days after the receipt thereof notify each such Party or Penney Landlord of any exterior design features, color or material which in the Project Architect's belief are not compatible in relation to the design concept of the Shopping Center. In the event of any such notice by the Project Architect, such Party or Penney Landlord, as the case may be, agrees to cause its architect thereafter to work in good faith with the Project Architect and the other Parties so that the buildings to be erected and constructed will be in harmony with the approved architectural general concept of the Shopping Center. The question of architectural compatibility shall not, however, be subject to arbitration under Section XXIII.

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E. GENERAL DESIGN DATA. In the preparation of all improvement plans provided for in Section IV, and any further plans for future development or changes in the Common Area, the following general design data, without limitation, shall be followed, as minimums, unless governmental specifications for such work establish higher standards:

1. Sewer and other utility lines, conduits or systems shall not be constructed or maintained above the ground level of the Shopping Center Site unless such installations are approved by the Parties and the Agency, are within enclosed structures, and conform with the requirements of the City of Ogden, and other applicable governmental or private agencies having jurisdiction thereof.

2. Street improvements shown on Exhibit B respecting future and existing streets and roads adjacent to the Shopping Center shall be made in accordance with the requirements of the City of Ogden, and all other governmental agencies having jurisdiction thereof.

3. Lighting for Automobile Parking Area shall be provided by fixtures of such type as the Parties shall approve, with area controls and with electric time switches on a seven-day program. Unless otherwise provided for in the approved plans and specifications, the lighting requirements for various areas in the Automobile

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Parking Area shall be sufficient to provide the following minimum maintained lighting intensity: in open areas an intensity of one (1) footcandle; within the Parking Structure an intensity of eight (8) footcandles, with an average to minimum ratio of not greater than 2:1; and four (4) foot candles at all entrances to the Parking Structure, each measured at grade. The lighting system shall be designed so that it can be illuminated at twenty-five percent (25%) of full intensity, uniformly distributed throughout the Automobile Parking Area, during hours of darkness that the Shopping Center is not open for business.

4. The slope within the Automobile Parking Area (which shall not be interrupted with retaining walls or embankments forming a break in grade, except as shown on Exhibit B hereof) shall not exceed a maximum of three percent (3%) nor be less than a minimum of one and one half percent (1-1/2%) unless otherwise shown on the approved improvement plans, and the maximum slope of driving-only ramps within the Parking Structure shall not exceed ten percent (10%), unless otherwise shown on the approved improvement plans.

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5. All sidewalks, unenclosed malls, pedestrian bridges and pedestrian aisles shall be of approved materials, and the surface of the Automobile Parking Area and access roads shall be paved by installing a suitable base, with a bituminous or asphaltic wearing surface, or other approved material.

6. The surface of that portion of each level of the Enclosed Mall devoted to pedestrian traffic shall to the extent practicable be installed in a continuous plane without steps. The maximum slope in such surface shall not exceed one-half of one percent (1/2%), unless otherwise shown on the approved improvement plans.

7. All fire protective systems, including water loops, shall be installed in accordance with the requirements of local authorities having jurisdiction over such installation, and in accordance with any additional requirements of a qualified, independent inspection firm representing any Party or Penney Landlord with respect to its improvements, such as the Insurance Services Office of California, Industrial Risk Insurers, Factory Mutual Engineering Association, or Kemper Insurance Company.

8. The heating, ventilating and cooling system of the Enclosed Mall shall be constructed so as to operate and be capable of maintaining an

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inside dry bulb temperature of seventy degrees (70°) Fahrenheit, with outside dry bulb temperature of seven degrees (7°) Fahrenheit for heating, and the cooling system shall be capable of maintaining seventy-five degrees (75°) Fahrenheit dry bulb and fifty percent (50%) humidity inside conditions with outside conditions of ninety-two degrees (92°) Fahrenheit dry bulb and sixty-five degrees (65°) Fahrenheit wet bulb. The entire system shall be automatically controlled.

9. The finished surface of the Enclosed Mall shall be established at the same elevation as the corresponding floor of each Store at all points where the Enclosed Mall adjoins the entrances and the Courts to such Store.

10. The plans for construction of the pedestrian bridges from the Parking Structure to the Developer Improvements or to the Store of any Party, and the ZCMI Bridge, shall clearly designate lighting, landscaping (if any), materials, colors, finishes, the length, height, design and drainage characteristics thereof and shall be subject to the approval of all Parties. At the point of connection with a Store or the Developer Improvements, as the case may be, the height of the finished surface of each such pedestrian bridge shall be established at the same elevation as the corresponding floor of the Store or Developer Improvements to which such pedes-

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trian bridge connects. The location, width and extent of the ZCMI Bridge and the pedestrian bridges from the Parking Structure to the extension of the Enclosed Mall or to a Store of any Party shall be substantially as shown on Exhibit B, and any variation therefrom shall be subject to the approval of all Parties and Agency. The Majors shall have the right to approve, in their sole and absolute discretion, the plans for attachment of the pedestrian bridge to the Store of each such respective Major; and each such Major agrees that its Store shall provide structural support for such pedestrian bridge, except the ZCMI Bridge, at the point of connection.

11. The maximum slope of the ZCMI Bridge and any pedestrian bridge extending from the Parking Structure to the Enclosed Mall or to any Store shall not exceed seven percent (7%), unless otherwise shown on the approved improvement plans.

12. The Store of each Major, and the Woodbury Stores, shall each have an entry into the Enclosed Mall on each level of the Enclosed Mall.

13. The Enclosed Mall shall contain sprinkler protection (including a deluge system or a fire protection water curtain, if required by building code requirements) within the ceiling plane and at all windows and doors of the Store of any Major, and of the Woodbury Stores, and shall include any smoke vents required by code or the insurance requirements set

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forth in Section IV-C which a Major may elect to have located in the Enclosed Mall rather than in its Store; provided, however, if such smoke vents are required for any reason other than the attachment of such Store to the Enclosed Mall, Woodbury, Weinstocks, Nordstrom, Bon Marche or Penney Landlord, as the case may be, shall reimburse to Developer the costs of installing such smoke vents.

14. The air conditioning and heating specifications of the Stores and of the Enclosed Mall shall be so designed, constructed, operated and maintained so as not to unduly drain conditioned air from, nor unduly discharge or return air into, the Enclosed Mall or Stores, as the case may be, and Developer agrees as to the Developer Stores, and Woodbury agrees as to the Woodbury Stores, that Occupants of the Developer Stores, and Occupants of the Woodbury Stores, respectively, shall be similarly required not unduly to drain conditioned air from, or unduly discharge residue or return air into, the Enclosed Mall.

15. There shall be located within the Woodbury Tract, adjacent to the Weinstocks Court on the south side of the Weinstocks Store, one (1) passenger elevator and one (1) staircase between the first and second levels, in a location as shown on Exhibit B, and such passenger elevator and staircase shall be part of the Enclosed Mall, as designated on Exhibit B.

F. EXERCISE OF APPROVAL RIGHTS. No Party or Agency shall, in exercising its right of approval over the plans and specifications of any other Party or of the Agency, or over the common improvement plans and

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specifications, make any unreasonable request, or make any request whatsoever which would unreasonably increase the charges or cost of the work to be performed. The reasonableness of any such request shall, except as expressly otherwise provided herein, if disputed by any Party, be determined by arbitration as provided in Section XXIII hereof.

G. CHANGES IN PLANS AND SPECIFICATIONS.

Changes may be made in approved plans and specifications only by the agreement in writing of the Parties. The Party requesting any such change shall pay for any resulting additional cost incurred in connection with such changes.

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SECTION V

CONSTRUCTION OF DEVELOPER IMPROVEMENTS

Developer agrees, on a date as soon as reasonably possible after approval of plans and specifications, to commence construction of the Developer Improvements, and thereafter diligently proceed to completion. Developer shall be deemed to have commenced the construction referred to in the preceding sentence upon the date that Developer shall have let a firm contract or contracts for the construction of such Developer Improvements and shall have commenced the construction of the foundations of such Developer Improvements. Developer agrees to complete the Developer Stores, at least as to all exterior walls and roofs, and the Enclosed Mall, and any temporary closures which may be required, on or before a date thirty (30) days prior to the date the first of Weinstocks or Penney shall open for business, but in any event Developer shall not be required by the foregoing to complete such construction prior to September 1, 1980. Developer agrees that in performing any such construction, no alterations shall be made to the Bon Marche Store or to the utilities serving the Bon Marche Store other than as shown on the approved improvement plans, or as otherwise agreed to in writing by Bon Marche.

All work of construction of the Developer Improvements shall be performed in accordance with the final approved plans and specifications relating thereto.

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SECTION VI

CONSTRUCTION OF COMMON AREA

A. CONSTRUCTION OF COMMON IMPROVEMENT WORK BY DEVELOPER AND AGENCY.

1. Upon approval of the common improvement plans as provided in Section IV-B hereof, Developer and Agency shall enter into written contracts providing for the construction of the portions of the common improvement work which each, respectively, is required to perform pursuant to this REA and the DDA. The portions of such work which Developer and Agency have each agreed to perform are more specifically set forth in Section VI-B hereof. Each such contract shall expressly provide that no Major shall have any liability for any portion of the cost of such contracts. It is expressly recognized by the Parties that there are separate agreements between Developer and Bon Marche, Weinstocks, Nordstrom, Penney Landlord and Woodbury, relating to payment of a portion of the cost of the common improvement work. The obligations of each such Person in respect of such work is limited as provided in its separate agreement.

The Agency agrees that Ernest W. Hahn, Inc. shall be awarded the general contract for the construction of the common improvement work within the Shopping Center Site, unless, pursuant to applicable Utah law, the Agency is required to conduct public competitive bidding in connection therewith, in which event the Agency shall conduct such public competitive bidding.

The contract or contracts under which such common improvement work is to be performed shall be subject to the

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approval of the Parties. The provisions of said contract or contracts shall include, without limitation, the requirement that no less than three (3) competitive bids shall be obtained for each item to be subcontracted from a list prepared by the Project Architect and approved by the Parties. Such contract or contracts shall include provisions requiring a bond of each contractor (subject to waiver thereof by all of the Parties, and all of the Parties do hereby waive such bond requirement as to Ernest W. Hahn, Inc., if it is a contractor), covering performance, completion and labor and material payment with respect to that portion of the common improvement work to be performed by each contractor, naming the contractor as principal and the Parties, jointly and severally, as obligees, in the form, and with the corporate surety or sureties approved by the Parties, which bond will cover the full amount of the contract price and all of which bonds shall aggregate one hundred percent (100%) of the amount of the construction contract price for the common improvement work. If as a result of change orders, the construction contract price shall increase Ten Thousand Dollars (\$10,000.00) or more, then and in such event, and in the event of any such other incremental increase by reason of change orders aggregating Ten Thousand Dollars (\$10,000.00) or more of the construction contract price, the amount of the bond hereinabove referred to shall be increased in like increments of Ten Thousand Dollars (\$10,000.00) or more. Prior to the commencement of any work on the common improvement work or any other work jointly under a

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contract for such improvement, Developer shall file the contract for such work and record the bond, if any, covering the same, pursuant to the statutory requirements of the State of Utah.

In the event during the course of construction there shall be any change required by a Party to the improvement plans and specifications for such construction, other than changes required by pre-existing conditions, or errors and omissions of the Project Architect, the estimated cost of such change shall be submitted to the Party requesting such change, and if such change is thereafter approved in writing by such Party the cost of such change shall be paid by the Party requesting such change. In the event the Parties shall approve any deletion from the improvement plans or changes which shall result in a decrease in cost, such decrease shall be reflected in the amount to be paid to the contractor under such contract.

2. The common improvement work shall consist of the following items of work as shown on the common improvement plans approved by the Parties:

- (1) Preliminary and master planning.
- (2) Preparation of flood control reports, traffic studies and environmental impact reports or studies as may be required by applicable Federal, State, and local law.
- (3) Design, planning and construction of off-site and/or on-site surface and sub-surface storm drains, flood control facilities, and

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planning of appropriate off-site and on-site improvements for development by Developer or public bodies, as well as common sanitary sewers, gas, electrical, water and telephone and other utility facilities, all beyond five feet (5') from the building face of the respective buildings of the Parties, but in no event closer than five feet (5') to said building face.

(4) Design, planning and construction of off-site and on-site improvements for the general benefit of the Shopping Center Site, including, but not limited to, all paving, striping and lighting, including panelboards, switches and electric time clock controls, perimeter streets and access roads (whether or not dedicated to public use) and planning and erection of directional signs, traffic signalization, street lighting, and other facilities, all as reasonably required to provide proper ingress and egress for the Center.

(5) Undergrounding or off-site relocation of overhead utility facilities.

(6) Demolition, clearing, rough and finish grading, and fill of the Shopping Center Site, including, but not limited to, removal of subsurface obstructions and utilities and including the building pads and any building excavations, excluding, however, any backfill adjacent to any Store that may be required

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as a result of the excavation of the building pad of such Store, which backfill work shall be done by and at the sole cost and expense of the Party constructing such Store.

(7) Improvement of all areas between the boundaries of the Shopping Center Site and the street curbs immediately adjacent thereto.

(8) Malls (excluding the Enclosed Mall), sidewalks, gutters and curbs, exclusive of Perimeter Sidewalks, which Perimeter Sidewalks shall be designed and constructed as provided in Section VI-C.

(9) Landscaping, including related water systems and related automatic control systems, except for landscaping and related facilities within Perimeter Sidewalks, which shall be designed and constructed as provided in Section VI-C, and except those related to construction of the Enclosed Mall.

(10) All amenities such as benches, trash baskets, public telephones, newspaper stands, drinking fountains, bicycle racks, decorative features and similar facilities for the comfort or benefit of the Permittees, together with institutional signs, symbols, directories and similar notices for and to the Center, including all signs during construction, which signs shall be of such size, form and content as the Parties shall approve.

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- (11) The Parking Structure.
- (12) Pedestrian bridges from the Parking Structure to the Enclosed Mall.
- (13) All architectural and engineering costs and construction bonds and premium costs for builder's risk insurance relating to the preceding items.

B. SCOPE OF CONSTRUCTION BY DEVELOPER AND AGENCY.

The Agency proposes to construct certain improvements within, adjacent to and in the vicinity of the Shopping Center Site, including the Parking Structure, street improvements, street lighting, intersection signalization, drainage systems and landscaping, all as provided in, and in accordance with, the common improvement plans provided for in Section IV-B hereof. The Agency shall design and construct (or cause to be designed and constructed by the City of Ogden, to the extent that the same is an obligation of the City of Ogden) the public sidewalks adjacent to and in the vicinity of the Shopping Center Site so as to coordinate the design and construction of same with the design and construction of the Perimeter Sidewalks. All such work performed by the Agency shall be performed in accordance with and subject to the monetary and other limitations contained in those certain documents attached as exhibits to the DDA entitled "Scope of Development" and "Schedule of Performance", which documents are attached hereto as Exhibits F and G and which are incorporated herein by this reference. To the extent that the cost of such work exceeds such monetary and other limitations,

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Developer agrees to pay such costs, it being the intent of the Parties that such work shall be at no cost or expense to the Majors or Woodbury. The Developer shall perform or construct, or cause to be performed or constructed, all of the items of common improvement work specified in Section VI-A-2 except for those items for which the Agency is obligated pursuant to Exhibits F and G. It is understood and agreed that the Parties are relying upon the provisions of this Section and the construction by the Agency of the improvements as provided by the DDA in entering into this REA, and the Agency, provided that all required prior approvals of the Parties to permit such work are timely given, agrees that it will perform or cause the performance of such work and complete same, or cause the completion of same, in accordance with the terms of Exhibits F and G. Enforcement of the Agency's obligations as set forth in the provisions of the DDA is hereby granted severally to each Party.

C. DESIGN AND CONSTRUCTION OF PERIMETER SIDEWALKS.

Perimeter Sidewalks shall be designed, improved, and the cost and expense of design and construction thereof borne as follows:

1. Design. All surface improvements constructed within said Perimeter Sidewalk areas, including curbs, sidewalks, landscaping, landscape sprinkler systems, retaining walls, earth fill, and special planters shall be designed by the architect for the Store whose exterior wall is adjacent to such surface improvements, subject to the approval of

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the Project Architect for conformity with approved general design standards for Perimeter Sidewalks and with respect to architectural compatibility, and

2. Construction. Developer, Woodbury, Penney Landlord, Weinstocks, Nordstrom and Bon Marche, respectively, shall each construct or shall cause the construction of the portion of said Perimeter Sidewalks situated within its Tract, including all surface improvements located therein, which construction shall be performed at its cost and expense, and in accordance with the final improvement plans with respect thereto and in accordance with the construction schedule for the construction of the respective Stores of each Party.

D. SCHEDULING OF COMMON IMPROVEMENT WORK. The performance of the work of constructing the Common Area and other common improvements shall be scheduled by the Project Architect in consultation with the Majors, Bon Marche Landlord and Penney Landlord to coordinate such performance with the work of construction of the Stores. Except as provided in Section VII-D, all Common Areas, including the Parking Structure, shall be substantially completed and available for use and operation by a date at least thirty (30) days prior to the date the first of Weinstocks or Penney is open for business, but in no event shall the foregoing require completion of such construction prior to September 4, 1980.

E. DESIGN AND CONSTRUCTION OF ZCMI BRIDGE. Developer shall enter into an agreement with Zions

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Cooperative Mercantile Institution, a Utah corporation ("ZCMI"), for the design, construction, operation, use, maintenance, and repair and restoration of the ZCMI Bridge. Such agreement shall be submitted to the Majors for approval prior to the commencement of construction of the ZCMI Bridge. The design of and plans and specifications for the ZCMI Bridge shall be subject to approval by the Majors. The Majors shall have no obligation to bear any part of the cost of design or construction of the ZCMI Bridge and the attachment thereof to the Shopping Center.

Developer agrees to cause the ZCMI Bridge to be constructed, and maintained, repaired and restored, during the term hereof, in a manner and to the extent, consistent with Developer's obligation to Operate, maintain and/or restore the Enclosed Mall.

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SECTION VII

CONSTRUCTION OF STORES; OPENING DATES

A. CONSTRUCTION-STORES OF THE MAJORS. Subject to the provisions of this Section VII, Bon Marche agrees to cause the remodelling of its Store, Weinstocks agrees to cause construction of its Store, Nordstrom agrees to cause construction of its Store and Penney Landlord agrees to cause construction of the Penney Store, to commence as soon as reasonably possible after the completion of the respective Store plans and specifications, and Bon Marche, Weinstocks, Nordstrom and Penney Landlord further agree thereafter diligently to prosecute such construction or remodelling, as the case may be, to completion, so that each such Store shall be open to the general public for business on or before the dates hereinafter provided. Penney Landlord has agreed pursuant to the Penney Lease to construct the Penney Store and the obligation of Penney pursuant to this Section VII-A shall be to open its Store for business on or before the date specified in Section VII-B hereof.

All such construction shall be performed in accordance with the requirements of this REA and the DDA and in accordance with the final Store plans.

B. OPENING DATES-STORES OF MAJORS. Weinstocks shall open for business in its Store no later than October 4, 1980 (it being understood and acknowledged that Bon Marche is, as of the date of execution hereof, open for business and operating in the Bon Marche Store, and shall, during the remodelling of its Store, remain open for business so that Bon Marche shall be open for business on October 4, 1980).

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Such foregoing opening date is also conditioned upon (i) completion by Developer of its common improvement work as set forth in Section VI-D by September 4, 1980; (ii) completion by the Developer of the Developer Improvements on or before the date set forth in Section V hereof; (iii) the continued Operation of Bon Marche; (iv) compliance by Developer with the requirements of Section VII-C; and (v) completion by the Agency of its common improvement work as outlined in Exhibit F, including the Parking Structure, on or before September 4, 1980. In the event that either the Developer or the Agency shall not have completed such common improvement work required to be completed by it, on or before September 4, 1980, then such opening date of Weinstocks shall be extended by a period equal to the number of days commencing September 4, 1980 up to and including the date both the Developer and the Agency have completed such common improvement work.

Penney shall open for business in its Store no later than February 4, 1981. Such foregoing opening date shall be conditioned upon (i) completion by Developer of the Developer Improvements and its common improvement work as set forth in Section VI-D on or before January 4, 1981; (ii) completion by Penney Landlord of the Penney Store; (iii) the prior or simultaneous opening of Weinstocks and the continued Operation of Bon Marche; (iv) compliance by Developer with the requirements of Section VII-C; and (v) completion by the Agency of its common improvement work as outlined in Exhibit F, including the Parking Structure, on or before January 4, 1981.

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The foregoing opening date for Penney is conditioned upon Penney Landlord delivering to Penney possession of the Penney Store building in substantially completed condition, ready for fixturing, at least five (5) months prior to such opening date. In the event Penney Landlord fails so to deliver possession to Penney, then the opening date of the Penney Store shall be deemed to be five (5) months from the actual date of delivery to Penney of such possession of the Penney Store.

The opening date for Nordstrom shall be January, 1983. The foregoing opening date shall be conditioned upon (i) delivery by Developer to Nordstrom of possession of the Nordstrom Tract, at least fourteen (14) months prior to such date, completed to a point so as to be ready for construction of the Nordstrom Store; (ii) completion by Developer of the Developer Improvements on or before a date thirty (30) days prior to the date when Nordstrom shall be required to open for business; (iii) compliance by Developer with the requirements of Section VII-C; (iv) completion by the Agency of its common improvement work as outlined in Exhibit F, including the Parking Structure, on or before a date thirty (30) days prior to the date when Nordstrom shall be required to open for business; and (v) two (2) or more of the other Majors being then open for business.

Anything herein to the contrary notwithstanding, in no event shall any Major be required to open between November 1 of any calendar year and January 2 of the next succeeding calendar year, or during the period from May 1 to August 1 of any calendar year, or during the thirty (30) day

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period immediately preceding Easter Sunday in any calendar year.

C. TIME FOR OPENING AND LEASING OF DEVELOPER STORES. Developer agrees that provided either Weinstocks, or Penney shall have opened, or shall concurrently open for business, then, not later than October 4, 1980, but in no event prior to September 4, 1980, Developer shall have at least seventy percent (70%) of the aggregate Initial Planned Floor Area of the Developer Stores open for business or leased under leases requiring the Occupants thereunder to be open for business when the first of Weinstocks, Nordstrom, or Penney first open for business. Developer agrees to use its best efforts to have all of the Initial Planned Floor Area of said buildings open for business on or before the date when at least one (1) of the Majors in addition to Bon Marche shall be first open for business, but in no event shall the foregoing require Developer to have such buildings open for business prior to October 4, 1980. Developer agrees with Bon Marche that in the event Developer is not required to have such buildings open for business on October 4, 1980, and if in fact such buildings have not been opened as of October 4, 1980, Developer shall provide, not later than November 4, 1980, pedestrian access, ingress and egress through the Enclosed Mall, between the Bon Marche Store and the Parking Structure.

D. CONSTRUCTION, LEASING AND OPENING OF WOODBURY STORES. The Parties recognize that Penney is presently open for business in a store on the Woodbury Tract, and that Penney intends, pursuant to the terms of this REA, to close

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its said store concurrent with the opening for business of its Store on the Penney Tract, and to vacate the Woodbury Tract and surrender possession thereof to Woodbury within sixty (60) days thereafter.

Woodbury shall, within one hundred twenty (120) days after the date on which Penney shall vacate its store in the Woodbury Tract, as above provided, and subject to any delays applicable under the provisions of Section XV hereof, commence construction of the Woodbury Stores, and thereafter diligently proceed to completion. Woodbury shall be deemed to have commenced the construction or reconstruction referred to in the preceding sentence upon the date that Woodbury shall have let a firm contract or contract for the demolition and/or construction and/or reconstruction of its existing building and shall have commenced the demolition, if any, or construction or reconstruction thereof. Woodbury agrees to complete the Woodbury Stores, at least as to all exterior walls and roofs, on or before the date which is fifteen (15) months after the date on which Penney shall have surrendered possession of its said store on the Woodbury Tract to Woodbury.

All work of construction and/or reconstruction of the Woodbury Stores shall be performed in accordance with the final approved plans and specifications relating thereto. In addition, during such demolition, construction, reconstruction and/or remodeling, Woodbury shall use its best efforts to minimize the effect of such work on the Operation of the Shopping Center.

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During the period of such demolition, construction, reconstruction and/or remodeling of the Woodbury Stores, and until the completion of that portion of the Enclosed Mall to be located within the Woodbury Tract (which portion is to be constructed pursuant to a separate agreement between Developer and Woodbury) and the storefronts of the Woodbury Stores facing the southerly extremity of the Enclosed Mall, Developer shall construct a temporary wall between the Woodbury Stores and the Enclosed Mall.

Woodbury agrees that, on or before February 4, 1983, provided Penney surrenders possession to Woodbury of the store premises presently occupied by Penney on the Woodbury Tract, on or before February 4, 1981, Woodbury shall have at least sixty percent (60%) of the aggregate Initial Planned Floor Area of the Woodbury Stores leased under leases requiring the Occupants thereunder to be open for business. In the event that such surrender by Penney is delayed, for any reason, beyond February 4, 1981, then the date on which Woodbury shall be required to comply with the provisions of this paragraph - to wit, February 4, 1983, shall be postponed for a period of time equal to the period of such delay.

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SECTION VIII

FLOOR AREA, USE, OPERATION, SIZE AND HEIGHT

A. FLOOR AREA. The Initial Planned Floor Area and the minimum Floor Area of each of the Parties are as follows:

	<u>Initial Planned Floor Area</u>	<u>Minimum Floor Area</u>
Developer Stores	250,796	200,000
Woodbury Stores	60,000	50,000
Weinstocks Store	94,453	80,000
Penney Store	135,416	100,000
Pennycy TBA	13,276	-0-
Bon Marche Store	136,012	100,000
Nordstrom Store	75,000	50,000

Subject to the provisions of sections XIII, XV and XVI hereof, following the opening date of the respective Store on the Tract of each Party and thereafter during the term of this REA, each such Party shall maintain on its Tract not less than such Party's respective minimum Floor Area as set forth above.

Notwithstanding the foregoing, nothing herein is intended to limit the maximum size of any Party's Store. In the event that any Party constructs more than one percent (1%) in excess of its Initial Planned Floor Area, all such construction shall comply with the following conditions:

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1. It shall be located within the area shown for such Party's Floor Area as shown on Exhibit B.

2. It shall be constructed in accordance with the provisions of Section IX.

3. It shall not exceed the maximum height for such Store as shown on Exhibit C.

4. Such Party shall provide, at its sole cost and expense, additional Automobile Parking Area, either by adding land to its Tract in a location approved by the Parties or by construction of a parking structure on its Tract or in the Center in a location approved by the Parties and containing sufficient automobile parking spaces so that there shall be the same ratio of automobile parking spaces to the aforementioned excess Floor Area as is provided in Section IV-B-1(d) for the Shopping Center as a whole. The Automobile Parking Area for such excess Floor Area shall be designed and constructed in accordance with improvement plans approved by the Parties in like manner as provided in Sections IV and IX hereof for the original construction of the Automobile Parking Area.

5. Such Party shall maintain such additional Automobile Parking Area at its sole cost and expense, or such maintenance shall be performed by the Operator pursuant to a separate agreement with the Operator providing for said maintenance by the Operator at such Party's

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expense. Such additional Automobile Parking Area shall, upon completion, become a part of the Common Area, and it shall be maintained pursuant to the same standards as set forth in Section X. In no event, however, shall any costs of Operation, maintenance and reconstruction of any such additional Automobile Parking Area, including real estate taxes and assessments, be included in Common Area Maintenance Cost.

B. HEIGHTS. The height of buildings in the Center shall not exceed those specified in Exhibit C attached hereto and by this reference made a part hereof.

C. USES. Neither the Center, nor any part thereof, shall be used, and no building or other improvement shall be constructed, maintained or used for any purpose other than the following: Retail, office and service establishments of the type generally common to other enclosed mall regional shopping centers in the Ogden-Salt Lake area, including, without limitation, financial institutions, brokerage offices, restaurants, theatres, an automotive center in the Penney TBA location shown on Exhibit B, travel and other agencies, but excluding automotive sales display areas (except for occasional promotions and those customary in TBA's), unless specifically approved in writing by the Parties.

D. PROHIBITIONS. No use or operation will be made, conducted or permitted on or with respect to all or any part of the Center, which use or operation is obnoxious to, or inconsistent with the development

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or operation of an enclosed mall regional shopping center of the type common to the Ogden-Salt Lake area, including but not limited to, the following:

1. Any public or private nuisance.
2. Any noise or sound that is objectionable due to intermittence, beat, frequency, shrillness or loudness.
3. Any obnoxious odor.
4. Any noxious, toxic, caustic or corrosive fuel or gas.
5. Any dust, dirt or fly ash in excessive quantities.
6. Any unusual fire, explosion or other damaging or dangerous hazard, including the storage, display or sale of explosives or fireworks.
7. Any warehouse (but any area for the storage of goods intended to be sold at any retail establishment in the Center shall not be deemed to be a warehouse), assembly, manufacture, distillation, refining, smelting, agriculture or mining operations.
8. Any mobile home or trailer court, labor camp, junk yard, stock yard or animal raising. Notwithstanding the foregoing, pet shops shall be permitted within the Center, provided that such shops shall be conducted so that there shall be no violation of the other prohibitions of this

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Section VIII-D by reason of the operation of such shops.

9. Any drilling for and/or removal of subsurface substances.
10. Any dumping of garbage or refuse.
11. Any kiosk within the Common Area.
12. Any commercial laundry or dry cleaning plant, laundromat, veterinary hospital, car washing establishment, bowling alley, mortuary or similar service establishment.

E. NO SALES OUTSIDE FLOOR AREA. No merchandise and/or services shall be displayed, sold, leased, stored or offered for sale or lease outside the physical limits of Floor Area, except for occasional Center promotions first approved by the Parties.

F. WOODBURY BASEMENT. A portion of the Floor Area in the Woodbury Stores may be located in the basement thereof, consisting of not more than Nineteen Thousand Five Hundred Thirteen (19,513) square feet of Floor Area. The construction of said basement shall be performed in accordance with the requirements of this REA. To the extent that the Floor Area on the first and second levels of the Woodbury Stores shall be less than Sixty Thousand (60,000) square feet, Woodbury shall have the right to utilize and/or permit to be utilized in such basement, for retail sales and services, the number of square feet of Floor Area by which the Floor Area on the first and second levels of the Woodbury Stores is less than 60,000 square feet.

Except as provided in the first paragraph of this section VIII-F, and notwithstanding anything contained in this REA to the contrary, Woodbury shall have the right

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to utilize the additional area in the basement only for office uses, provided that all such use shall comply with the following conditions:

1. Such area shall increase Woodbury's Allocable Share in the proportion that the total Floor Area in the Woodbury Stores exceeds sixty thousand (60,000) square feet.
2. Woodbury shall provide at its sole cost and expense, additional Automobile Parking Area, in the area described in part 9 of Exhibit A and designated as the "Woodbury Parking Lot" on Exhibit B. Such additional Automobile Parking Area shall contain sufficient automobile parking spaces so as to provide the same ratio of automobile parking spaces for the aggregate Floor Area in the Woodbury Stores in excess of Sixty Thousand (60,000) square feet, as is provided in Section IV-B-1(d) for the Shopping Center as a whole. The additional Automobile Parking Area for such excess Floor Area shall be designed and constructed in accordance with improvement plans approved by the Parties in like manner as provided in Sections IV and IX hereof for the original construction of the Automobile Parking Area.
3. Woodbury shall maintain such additional Automobile Parking Area at its sole cost and expense, or such maintenance shall be performed by the Operator pursuant to a separate agreement with the Operator providing for said maintenance by Operator at Woodbury's expense. Such additional Automobile Parking Area shall, upon completion, become a part of the Common Area and it shall be maintained pursuant to the same

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standards as set forth in Section X-B. In no event, however, shall any costs of Operation, maintenance and reconstruction of any such additional Automobile Parking Area, including real estate taxes and assessments, be included in Common Area Maintenance Cost.

4. In the event of any damage or destruction of the Woodbury Parking Lot, at any time during the term of this REA when the Floor Area in the Woodbury Stores exceeds Sixty Thousand (60,000) square feet, Woodbury shall repair, rebuild or restore the Woodbury Parking Lot, or shall cause the Woodbury Parking Lot to be repaired, rebuilt or restored, with all due diligence, in conformity with the general design standards for the Common Area.

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SECTION IX

GENERAL CONSTRUCTION REQUIREMENTS

A. INTERFERENCE WITH CONSTRUCTION. Any Person performing construction pursuant to this REA shall perform such work so as not to cause any increase in the cost of constructing the remainder of the Shopping Center or any part thereof, and so as not to unreasonably interfere with any construction work being performed on the remainder of the Shopping Center Site or any part thereof, or with the use, occupancy or enjoyment (including, without limitation, the Operation by Bon Marche of its existing Store) of the Shopping Center Site or any part thereof by any Party, Occupant or Permittee.

Developer, Woodbury, Bon Marche, Weinstocks, Nordstrom, Penney Landlord and the Agency, severally, as to the respective work of each, agree to defend and hold each Party and each other harmless from all claims, including any lawsuits or similar proceedings, and from all costs, including attorneys' fees, resulting from any accident, injury, loss or damage whatsoever occasioned to any Person or property as shall occur by reason of the performance of their respective work.

B. CONSTRUCTION BARRICADES. From and after the opening of the Store of any Party, each other Party, Penney Landlord or the Agency thereafter constructing or restoring any building on the Shopping Center Site shall construct a barricade of painted wood, or similar material, at least eight feet (8') in height, surrounding the building or buildings so being constructed. Such construction barricade shall be kept in place, in good condition and repair,

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until the building so being constructed is secure from unauthorized intrusion. All barricades shall be painted in colors approved by the Project Architect. Developer acknowledges and recognizes that Bon Marche is presently open for business in its Store on the Bon Marche Tract, and that Bon Marche will continue to be open while the Shopping Center is being constructed. Developer agrees to provide safe access to Bon Marche, its employees, customers, licensees and invitees during construction of the Shopping Center and until the Enclosed Mall shall first open for business. In addition, during such period, Developer shall provide adequate parking facilities to serve the existing Bon Marche Store, and shall use its reasonable best efforts to keep the existing Bon Marche Store free of dirt, debris and dust resulting from the construction work in the Shopping Center.

C. SUBMISSION OF PLANS AND SCHEDULE. At least ninety (90) days prior to the commencement of the work to be performed by any Party, Bon Marche Landlord, Penney Landlord or the Agency, such Person shall submit to the Project Architect for approval (which approval shall not be unreasonably withheld) and to each other Party, Bon Marche Landlord, Penney Landlord or Agency for informational purposes only: (i) a plot plan of the Center showing material and equipment storage sites, construction shacks and other temporary improvements, including temporary utility lines, and workmen's parking area, if any; and (ii) a time schedule for the construction and completion of its buildings and other improvements,

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indicating the approximate date or dates when such construction will commence and be completed, including the date or dates upon which each portion of the Center used for the purposes referred to in the preceding subdivision (i) shall cease to be so used by such Person. The Project Architect shall have ten (10) days from the receipt of said plot plan within which to approve or disapprove the locations of such sites, improvements and area, it being expressly understood and agreed that any disapproval must specify the reason therefor.

D. WORKMANSHIP. Each Party, Bon Marche Landlord, Penney Landlord and the Agency, respectively, as respects all construction which they are to perform, agree that such construction shall be done in a good and workmanlike manner, with first-class materials and in accordance with all applicable laws, rules, ordinances and regulations. Each Party, Bon Marche Landlord, Penney Landlord and the Agency agree to pay all costs, expenses, liabilities and liens arising out of or in any way connected with their respective construction. Each Party, Bon Marche Landlord, Penney Landlord or the Agency performing such work shall be required, upon demand, to deliver to any Party, Bon Marche Landlord, Penney Landlord or the Agency evidence (i) of completion of such work in compliance with all applicable laws, ordinances, regulations and rules, including a copy of the recorded Certificate of Completion issued by the Agency as required by the DDA as to work performed on such Person's Tract; (ii) of compliance with approved plans applicable thereto; and (iii) of payment of all

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costs, expenses, liabilities and liens arising out of or in any way connected with such construction (except for liens which are contested in the manner provided herein and except for any Mortgage).

E. COORDINATION. Each Party, Penney Landlord, Bon Marche Landlord, and the Agency, as respects the respective construction it is to perform, shall use all reasonable efforts to cause their respective architects and contractors to cooperate and coordinate their construction with the architects, contractors and construction work of each other, to the extent reasonably practicable, to achieve the objectives set forth in Section IX-C hereof.

F. MECHANICS' LIENS. In the event any mechanics' liens are filed against the Tract of any Party or the Agency, the Person permitting or causing such lien to be filed hereby covenants to either pay the same and have it promptly discharged of record, or to take such action as may be required to reasonably and legally object to such lien, or to have the lien removed from such Tract, and in all events agrees to have such lien discharged prior to the foreclosure thereof, and further covenants, upon the request of any Party, Bon Marche Landlord Penney Landlord or Agency to furnish such security as may reasonably be required, for the benefit of such requesting Person or of any title insurance company designated by such Person to permit a report of title to be issued relating to its Tract without showing thereon the effect of such lien. For all purposes applicable to the mechanics' lien laws of the

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State of Utah, the construction of the Parking Facilities, the Enclosed Mall, the remainder of the Common Area and each of the Stores, as the case may be, shall be deemed to be separate works of improvement even if same are integrated.

G. INDEMNITY. The Parties, Penney Landlord, Bon Marche Landlord, and the Agency each severally covenant and agree to indemnify, defend and hold harmless each other and the Tract of each other against liability, loss, damage, costs or expenses, including attorneys' fees, on account of claims of lien of laborers or materialmen, or others, for work performed or supplies furnished, in connection with any construction performed by it, including any work authorized hereunder to be performed on the Tract of another, and in the event that any Tract shall become subject to any such lien on account of work performed, or supplies furnished in connection with such construction, then the Person performing such work shall, at the request of the owner of the Tract subject to such lien, or in the case of the Penney Tract, at the request of Penney, promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien, or by posting such bond or other security as shall be required by law to obtain such release and discharge.

H. COMMON FOOTINGS. Should a Party, Bon Marche Landlord, Penney Landlord or the Agency desire to have footings in common with any other Party, Bon Marche Landlord, Penney Landlord or the Agency, such common footings shall be compatible with the design of the building to be erected by the

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grantor Party, Bon Marche Landlord, Penney Landlord or the Agency. If common footings are approved, the first such Party, Bon Marche Landlord, Penney Landlord or the Agency prepared to construct footings for its building shall, upon request, be furnished by the other Party, Bon Marche Landlord, Penney Landlord or the Agency with all required column loading and anchor bolt information required by the Party, Bon Marche Landlord, Penney Landlord or the Agency first constructing in order to cast same in the common footings at the time of concrete placement. The cost of common footings, where applicable, shall be allocated between each Party, Bon Marche Landlord, Penney Landlord or the Agency based on the weight each Party's, Bon Marche Landlord's, Penney Landlord's or the Agency's building will place on such common footings.

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SECTION X

OPERATION AND MAINTENANCE OF ENCLOSED  
MALL AND OTHER COMMON AREA

A. ENCLOSED MALL - STANDARDS. From and after the date upon which the first of Weinstocks, Nordstrom or Penney is open for business, but not prior to August 6, 1980, and continuing thereafter until the termination of this REA, Operator shall operate and maintain, or cause to be operated and maintained the Enclosed Mall in good order, condition and repair, without expense to any Major, except as set forth in the separate agreements between Developer and each Major. Operator shall have the right to select, from time to time, a Person or Persons, other than Operator (hereinafter called "Operator's Nominee"), to operate and maintain the Enclosed Mall, provided, however, that such nomination shall not diminish Operator's responsibility for such operation.

Without limiting the generality of the foregoing, Operator, in the maintenance of the Enclosed Mall, shall observe the following standards:

1. Maintain the surface thereof smooth and evenly covered with the type of surfacing material originally installed thereon, or such substitute therefor as shall have been approved by the Parties.
2. Remove all papers, debris, filth and refuse therefrom and wash or thoroughly sweep the surface thereof.
3. Clean lighting fixtures therein and relamp as needed.

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4. Maintain the landscaping therein in a first-class, thriving condition.

5. Maintain all signs thereof (excluding those of Occupants) in a clean and orderly condition, including relamping and repairing as may be required.

6. Employ courteous personnel to patrol the Enclosed Mall, in such numbers and during Store hours, and such other hours, as may be deemed necessary by the Parties.

7. Maintain and keep in a sanitary condition the public restrooms and other common use facilities therein.

8. Clean, repair and maintain all utility systems that are a part thereof.

9. Clean, repair and maintain the structure thereof, the roof, skylights, wall surfaces, doors and other appurtenances thereto.

10. Maintain the heating, ventilating and cooling system thereof in good order, condition and repair, so that at all times the same shall operate within the standards prescribed in Section IV-E-8 hereof.

B. COMMON AREA EXCLUSIVE OF ENCLOSED MALL - STANDARDS. Except as hereinafter expressly provided, from and after the beginning of the first Accounting Period, and continuing thereafter until the termination of this REA, Operator shall Operate,

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or cause to be Operated, the Common Area, exclusive of the Enclosed Mall and the Common Area on the Woodbury Tract, in good order, condition and repair. Operator, if a Party, shall have the right to select, from time to time, a Person or Persons other than Operator (hereinafter called "Operator's Nominee"), to Operate the Common Area, provided that such nomination shall not diminish Operator's responsibility for Operating the Common Area.

Without limiting the generality of the foregoing, Operator, in the Operation of the Common Area, exclusive of the Enclosed Mall and the Common Area on the Woodbury Tract, shall observe the following standards:

1. Maintain the surface of the Automobile Parking Area and sidewalks level, smooth and evenly covered with the type of surfacing material originally installed thereon, or with such substitute therefor as shall be in all respects equal thereto in quality, appearance and durability.
2. Remove all papers, debris, filth and refuse from the Center and wash or thoroughly sweep paved areas as required.
3. Maintain such appropriate Automobile Parking Area entrance, exit and directional signs, markers and lights in the Center as shall be reasonably required and in accordance with the practices prevailing in the operation of similar regional shopping centers in the Western United States.
4. Clean Common Area lighting fixtures

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of the Center (but not those belonging to premises of Occupants) and relamp and reballast as needed.

5. Repaint striping, markers, directional signs, etc., as necessary to maintain in first-class condition.

6. Maintain landscaping as necessary to keep in a first-class thriving condition.

7. Maintain all signs thereof (excluding those of Occupants) in a clean and orderly condition, including relamping and repairs as may be required.

8. Employ courteous personnel for Common Area patrol, in such numbers, and during Store hours and such other hours as are deemed necessary by the Parties.

9. Maintain and keep in a sanitary condition public restrooms and other common use facilities.

10. Clean, repair and maintain all utility systems that are part of the Common Area to the extent that the same are not cleaned, repaired and maintained by public utilities or by public agencies.

11. Maintain the parking requirements in accordance with the standards set forth in Section IV-B-1(d) hereof.

12. Perform each of the obligations of the Operator under the Parking Sublease.

From and after the beginning of the first Accounting Period of Woodbury, and continuing thereafter until the termination of this REA, Woodbury shall Operate, or cause to be Operated,

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the Common Area on the Woodbury Tract. Without limiting the generality of the foregoing, Woodbury, in maintenance of the enclosed Common Area on the Woodbury Tract, shall observe the standards for Operation and maintenance of the Enclosed Mall, as specified in Section X-A.

C. INDEMNITY. Operator, as to the Common Area in the Center exclusive of the Common Area on the Woodbury Tract, and Woodbury, as to the Common Area on the Woodbury Tract, each agrees to indemnify, defend, and hold harmless all Parties, Bon Marche Landlord, Penney Landlord and the Agency and their respective Tracts, from and against any mechanics', materialmen's and/or laborers' liens, and all costs, expenses and liabilities in connection therewith, including attorney's fees, arising out of such maintenance performed by Operator and Woodbury, respectively, in respect of the Common Area, pursuant to the provisions of this Section X (whether performed prior to or after the execution of this REA). In the event that any Tract shall become subject to any such lien, Operator and/or Woodbury, as the case may be, shall at the request of the owner of such Tract, and in the case of the Bon Marche Tract, at the request of Bon Marche or Bon Marche Landlord, and in the case of the Penney Tract, at the request of Penney, promptly cause such lien to be released and discharged of record, either by paying the indebtedness which gave rise to such lien, or by posting such bond or other security as shall be required by law to obtain such release and discharge. If such lien shall attach to the Operator's interest under the Parking Lease, Operator shall act in accordance with the preceding sentence at the request of any Party or the Agency.

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D. PARKING REGULATIONS. 1. Except as provided in Sections X-D-2 and X-E hereof and Exhibit E, unless all Parties and the Agency otherwise consent and agree in writing, no charge of any type shall be made to or collected from any Occupant, or the Permittees of any Occupant, for parking, or the right to park vehicles, in the Automobile Parking Area (including, without limitation, the Automobile Parking Area on the Penney TBA Site and other surface parking areas) except (i) such Common Area maintenance charges as may be provided for in any lease agreement with any Occupant, and (ii) that, subject to the prior approval of the Parties, the Operator may charge for parking or establish a validated parking system in accordance with the rules and regulations set forth in Exhibit E attached hereto for automobile parking in the Parking Facilities, which rules and regulations are hereby approved by the Agency. Any charges for parking or any validation system differing from those set forth in Exhibit E shall require the consent and approval of the Parties and the Agency. No Permittee shall be prohibited or prevented from parking a vehicle in the Automobile Parking Area provided that space is available therein, and provided further that such Permittee does not violate the reasonable rules and regulations governing the use of the Automobile Parking Area (including the Parking Structure) which may be promulgated by the Parties as hereinafter provided. With respect to the Parking Structure, any rules and regulations shall be promulgated by the Operator, in consultation with the Parties, shall conform to the provisions of this REA and shall be subject to the approval

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of the Agency. The Parties shall, by mutual agreement and to the extent permissible under the Parking Lease, prescribe certain sections within the Common Area, or on other land outside the Shopping Center site within a reasonable distance from the nearest boundary of the Center, for use as parking space by the Occupants of the Center, and the employees, tenants, agents, contractors, licensees and concessionaires of such Occupants. Each Party shall require its employees and the employees of its agents, contractors, licensees and concessionaires to use only such sections as are so prescribed for parking in rules and regulations approved by the Parties and the Agency. Each Party agrees to use reasonable efforts to enforce the provisions hereof.

2. In the event the Parking Lease is terminated or expires, and in such event the Agency becomes the Operator and Operates or causes the Operation of the Parking Structure (it being agreed by the Parties that the Agency shall have the right to designate and require the Operator of the remainder of the Common Area, other than the Enclosed Mall, to be the Operator of the Parking Structure) then (i) subject to the provision of the third paragraph of Section X-E, the Parties shall pay their respective Allocable Share of Common Area Maintenance Cost as to the Parking Structure to such new Operator; (ii) Common Area Maintenance Cost shall be deemed to include an amount equal to the rental (after offsetting credits, if any, pursuant to the Parking Lease) which would have been paid under the Parking Lease but for such termination or expiration; and (iii) the amounts due under the foregoing clauses (i) and (ii) shall be subject to

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a further credit in an amount equal to the revenue derived during the preceding Accounting Period from any charges collected in accordance with any validation system, approved as provided in Exhibit E. Nothing in this Section X-D-2 shall constitute the Agency as the Operator of any Common Area other than the Parking Structure.

3. Other than as expressly permitted by this REA, or as required by law, no Party, Penney Landlord, Bon Marche Landlord nor the Agency shall take any action, or permit any action to be taken, which would reduce or cause the reduction of the parking ratio specified in Section IV-B-1(d).

E. PAYMENT OF COMMON AREA MAINTENANCE COST. Developer, Bon Marche, Nordstrom, Weinstocks, Woodbury and Penney Landlord shall each, commencing on the first day of its first Accounting Period, pay to Operator on account of its Allocable Share, the amount of two cents (2¢) per square foot of its Initial Planned Floor Area, and shall pay a like amount on the first day of each calendar month thereafter. After the end of each Accounting Period Operator shall render to each Party and Penney Landlord a full and complete statement of Common Area Maintenance Cost, and in the event any Party or Penney Landlord shall have paid more than such Allocable Share, Operator shall promptly refund to the Party or Penney Landlord, as the case may be, so paying in excess of such Allocable Share the amount thereof. Should any Party or Penney Landlord have paid less than the respective Allocable Share for which it is obligated hereunder during said preceding Accounting Period, then in that event, the

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Party or Penney Landlord so paying less than such Allocable Share shall pay to Operator, within ten (10) days following the rendition of said statement, the deficiency in such Allocable Share. Operator shall maintain complete books and records in such a manner as to accurately cover and reflect separately all items affecting or entering into determination of the Allocable Share of each Party or Penney Landlord for each Accounting Period, and shall keep the same for a period of three (3) years after the end of such Accounting Period.

Penney shall not have any liability or obligation for payment of Allocable Share pursuant to this Section X-E, except to the extent provided in the Penney Lease.

Notwithstanding anything to the contrary contained in this REA, the Allocable Share of Bon Marche, Nordstrom, Weinstocks and Woodbury shall be payable by Bon Marche, Nordstrom, Weinstocks or Woodbury, respectively, only to the extent provided in their separate agreements, if any, with Developer with respect to Common Area Maintenance Cost. To the extent the Allocable Share of Bon Marche, Nordstrom, Weinstocks or Woodbury exceeds the amount such Major, or Woodbury, as the case may be, has agreed to pay in such separate agreement, if any, Developer shall pay any such excess amount. The Parties recognize and agree that to the extent that due to any such separate agreement Operator does not receive complete reimbursement from Bon Marche, Nordstrom, Weinstocks and/or Woodbury for the Allocable Shares of such Majors or Woodbury, as the case may be, then such remainder shall be payable by Developer and become a burden of Developer and the Developer Tract.

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Each Party and Penney Landlord shall have the right, exercisable upon five (5) days' notice to Operator, to make one audit as to each Accounting Period of such books and records as are relevant to any such statement or statements. In the event that any such audit shall disclose any error in the determination of the Allocable Share of any Party or Penney Landlord, appropriate adjustment shall promptly be made between the Parties to correct such error. In addition, if any such audit shall disclose an error of two percent (2%) or more in the determination of the Allocable Share of any Party, Operator shall promptly pay the reasonable cost of such audit, and the cost of such audit shall not be included in Common Area Maintenance Cost.

At the close of the first full Accounting Period of all of the Parties (except Woodbury), a determination shall be made as to the Common Area Maintenance Cost during said period, and in the event such determination shall show that the two cent (2¢) estimated payment shall be more or less than that reasonably required for such maintenance, then and in that event such two cent (2¢) estimated payment shall be adjusted to meet the requirements of such cost; thereafter, such determination shall be made every two (2) years during the term of this REA and adjustments made accordingly.

F. TAKE-OVER OF MAINTENANCE. In the event that any two (2) of the Majors shall at any time, or from time to time, be dissatisfied with Operator's performance of its obligations under Section X-A and/or X-B hereof (including the expenses of maintenance and Operation) or in the event that Developer

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is not the Operator, then if three (3) or more of the Parties are so dissatisfied (including the expenses of maintenance and Operation), such Parties shall have the right (provided that none of such Parties is in default hereunder) to give Operator written notice of such dissatisfaction, specifying the particulars in respect of which Operator's said performance is deemed by such Parties to be unsatisfactory. If during the thirty-day period from the date of such notice Operator's said performance shall continue to be unsatisfactory, such Parties shall have the right (provided that none of such Parties is in default hereunder) to give Operator a second fifteen (15) day notice of such dissatisfaction, specifying the particulars in respect of which Operator's said performance is deemed by such Parties to be unsatisfactory, and if during the fifteen-day period from the date of such second notice Operator's said performance shall continue to be unsatisfactory, such Parties shall have the right to cause to be taken over from Operator (either by designating one of such Parties to be the Operator, or by means of a Person created for such purpose by such Parties, or by means of a Person hired for such purpose by such Parties) effective on the first day of the next succeeding calendar month, the Operation of all of the Common Area, except for the Enclosed Mall if the Enclosed Mall is excluded from the notice of dissatisfaction as hereinafter provided. Anything herein to the contrary notwithstanding such take-over of the Operation of the Common Area shall not (i) obligate any Party to pay any cost or expense in respect of the Operation of the Common Area, except as otherwise provided hereunder or in the separate

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agreements hereinbefore mentioned; (ii) relieve any Party of its obligation to pay such portion of Common Area Maintenance Cost as it is otherwise obligated to pay hereunder; or (iii) relieve Developer of the obligation to keep, perform and observe any of the other terms, provisions and conditions of this REA to be kept and performed by Developer, other than those relating to Common Area Operation by Developer, but such take-over shall not relieve Developer of its obligation to pay that part of the Allocable Share of a Party pursuant to the separate agreement(s) referred to in Section X-E. In the event a new Operator performs the functions required for Common Area Operation, Developer shall promptly upon such take-over furnish the new Operator with a complete list of all Occupants of Developer Stores, setting forth in such statement the amount of Common Area Maintenance Cost to be paid by each such Occupant.

Developer, Woodbury, Bon Marche, Nordstrom, Weinstocks and Penney Landlord covenant and agree to pay promptly to the new Operator, upon demand, any sum which each shall be obligated to pay to the new Operator pursuant to this Section X-F. In the event that the maintenance, management and Operation of the Common Area shall be performed by an Operator other than Developer, and Developer shall have failed to make the payments herein required to be made to the Operator, the other Parties and Penney Landlord shall cause the Operator to give Developer written notice of delinquency and if payment is not made by Developer within ten (10) days after receipt of such written

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notice from Operator, then any and all sums payable to Developer by any and all Occupants of the Center in respect of its or their prorata shares of Common Area Maintenance Cost, as specifically defined herein, including an Allocable Share, but exclusive of any taxes collected by Developer from Occupants on the Developer Tract, together with the right to enforce payment of and to collect the same shall be deemed assigned to the new Operator without the necessity of the execution of any further instrument of assignment thereof by Developer, other than this REA; and the new Operator shall thereafter remain responsible for such maintenance, management and operation of the Common Area until another Operator shall assume the maintenance, management and operation of the Common Area or portions thereof. Any assignment shall be limited to the payments for the Common Area so maintained by such new Operator whether the same is inclusive or exclusive of the Enclosed Mall.

Notwithstanding the foregoing, any notice of dissatisfaction given pursuant to this Section X-F may by its terms be inclusive or exclusive of that portion of the Common Area within the Enclosed Mall as is covered by Enclosed Mall Operation and Maintenance Expense. In the event that such notice is exclusive of the Enclosed Mall Operation and Maintenance Expense, then and in that regard Developer shall continue to perform the services of Operator with respect to the Enclosed Mall. In the event that such notice shall be inclusive of Enclosed Mall Operation and Maintenance

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Expense, then and in that event the new Operator shall perform the functions required for such Enclosed Mall Operation and maintenance; provided, however, that such take-over of Enclosed Mall Operation and maintenance shall not (i) obligate any Party to pay any Enclosed Mall Operation and Maintenance Expense, except as may have been provided by separate agreement with any such Party, (ii) relieve any Party, or the Person assuming any such obligation on behalf of such Party, of its obligation to pay its agreed share, if any, of Enclosed Mall Operation and Maintenance Expense, (iii) relieve the Developer of its obligation to pay that part of Enclosed Mall Operation and Maintenance Expense not paid by the Majors, or Woodbury, or (iv) relieve Developer of the obligation to keep, perform and observe any of the other terms, provisions and conditions of this REA to be kept and performed by Developer, other than those relating to Enclosed Mall Operation and maintenance by Developer. In the event a new Operator performs the functions required for Enclosed Mall Operation and maintenance, Developer shall promptly upon such take-over furnish the new Operator with a complete list of all Occupants of Developer Stores, setting forth in such statement the amount of Enclosed Mall Operation and Maintenance Expense to be paid by each such Occupant.

G. LIENS. It is agreed that Operator shall have a lien upon each Tract to secure the payment by any Party or Penney Landlord of its respective Allocable Share; provided, however, that any such lien shall be subordinate to the lien of any first Mortgage encumbering

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such Party's, or Penney Landlord's, or Bon Marche Landlord's right, title and interest in its respective Tract, or any portion thereof and/or the improvements located thereon, or leasehold interest therein and in the case of Penney be subordinate to the leasehold interest of Penney in the Penney Tract.

H. DESIGNATION OF OPERATOR. The Agency has designated, pursuant to the terms of the Parking Lease, the Developer as Operator of the Parking Structure, and Developer hereby accepts such designation. The Parties hereby consent to such designation and further designate Developer as the Operator of the Common Area.

Notwithstanding anything contained in this Section X to the contrary, the Parties agree that the designation of Developer as Operator may not be withdrawn, except as provided in Section X-F, without the prior written consent of the Agency. The Agency hereby agrees to accept performance by a new Operator, in the event that such new Operator is appointed in accordance with the terms of Section X-F, provided that such designation shall not relieve Developer of its obligations under the Parking Lease. In the event the Parking Lease is terminated and the Parties or the Operator do not purchase the Parking Structure pursuant to the Parking Lease, then the Operation of the Parking Structure shall be subject to this Section X, provided that any liability of the Agency for maintenance of the Parking Structure shall be limited to the amount of funds received by it as Operator pursuant to Section X-D-2.

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Developer agrees for the benefit of the Majors to perform or cause the performance of all covenants of Operator under the Parking Lease. Developer further agrees that it shall not terminate the Parking Lease or any management agreement entered into pursuant to Section II thereof without the written consent of the Majors.

I. PURCHASE OF PARKING STRUCTURE; PAYMENT; TERMINATION OF EASEMENTS. Pursuant to the Parking Lease, Agency has granted to Developer an option to purchase the Parking Structure and the Agency Tract in its entirety, upon certain conditions, and at a purchase price, all as more particularly set forth in the Parking Lease. The Parties (except Penney, who shall in no event have the right or the obligation to be, and who shall in no event be deemed to be, either an "Electing Person", "Purchaser", or "Non-Purchaser" under this Section X-I) each shall have the right to join in the purchase of the Parking Structure and the Agency Tract in accordance with the terms provided in the Parking Lease. Such right may be exercised by Bon Marche Landlord and Penney Landlord in lieu of Bon Marche and Penney, respectively. In the event that one of such Persons ("Electing Person") elects to purchase the Parking Structure and the Agency Tract, the Electing Person shall notify all of the other Parties, Bon Marche Landlord (and Bon Marche Landlord's Mortgagee) and Penney Landlord at least sixty (60) days prior to the date on which the Electing Person exercises such option to purchase. Each Party, Bon Marche Landlord, and Penney Landlord, so notified shall thereafter, within thirty (30) days of the notice from the Electing Person, notify the Electing Person and all the other Parties, Bon Marche Landlord (and Bon Marche Landlord's Mortgagee) and Penney Landlord, as to whether or not it wishes to

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participate in such purchase. All the Parties, Bon Marche Landlord, or Penney Landlord so electing to purchase the Parking Structure and Agency Tract ("Purchaser(s)") shall thereafter proceed with the purchase thereof in accordance with the terms of the Parking Lease, and thereafter each such Purchaser shall own an undivided interest as tenant in common in the Parking Structure and the Agency Tract in the same proportion as such Purchaser's Allocable Share bears to the aggregate Allocable Shares of all the Purchasers and each Purchaser's contribution to the total cost of purchasing the Parking Structure and Agency Tract shall likewise be in the same proportion as such Purchaser's Allocable Share bears to the aggregate Allocable Shares of all the Purchasers. Failure by a Person receiving such notice, to notify the Electing Person of its election within said thirty (30) day period shall be deemed to be a waiver of such Person's right to participate in such purchase.

Any Person waiving the right to participate in such purchase, either expressly, or by failure to give notice of its election ("Non-Purchasers"), shall thereby be deemed to have assigned to the Purchasers all of its interest in such option to purchase.

All Non-Purchasers shall, after the purchase of the Parking Structure and Agency Tract is consummated, continue to pay to the Operator their respective shares of the rental which would otherwise have been paid pursuant to the Parking Lease had the Parking Structure and the Agency Tract not been purchased as above specified.

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SECTION XI

INDEMNIFICATION AND PUBLIC LIABILITY INSURANCE

A. INDEMNITY - COMMON AREA. Developer, in its capacity as Operator, and any other Party or Person who acts as Operator or Operates or maintains any portion of the Common Area in the Center, covenants to, and does hereby, indemnify, defend and hold each other Party, Bon Marche Landlord, Penney Landlord and the Agency harmless from and against all claims and costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of the death of or any accident, injury, loss or other damage to any natural Person or the property of any Person, as shall occur in or about the Common Area or portion thereof for which such Party or Person is the Operator, or which such Party or Person is Operating or maintaining. A Party, Bon Marche Landlord, Penney Landlord or the Agency shall not be entitled to such indemnification for damage caused to such Party, Bon Marche Landlord, Penney Landlord or to the Agency by reason of its sole negligence, by its intentional acts or omissions, or by reason of its acts which would be an occurrence that is excluded from coverage under standard form public liability and property damage insurance policies as the same exist in Utah from time to time.

B. INDEMNITY - TRACTS. Each Party, Bon Marche Landlord, Penney Landlord and the Agency, severally, as to their respective obligations under this REA pertaining to their respective Tracts, covenant to, and do hereby, indemnify,

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defend and hold each of the other Parties, Bon Marche Landlord, Penney Landlord and the Agency harmless from and against all claims and all costs, expenses and liabilities (including reasonable attorneys' fees) incurred in connection with all claims, including any action or proceedings brought thereon, arising from or as a result of the death of or any accident, injury, loss or damage to any natural Person or to the property of any Person as shall occur on its Tract except for claims (i) indemnified against by Operator as provided for in Section XI-A hereof, or (ii) insured against by the insurance referred to in Section XI-C hereof, or (iii) caused by the negligence or willful act or omission of each indemnified Person, its licensees, concessionaires, agents, servants or employees or any licensee or concessionaire of such agents, servants or employees wherever the same may occur.

C. PUBLIC LIABILITY INSURANCE - COMMON AREA.  
Operator shall at all applicable times during the term of this REA maintain in full force and effect comprehensive public liability insurance covering the Common Area, exclusive of the Common Area on the Woodbury Tract. Such insurance (i) shall include coverage for any accident resulting in personal injury to or death of any person and consequential damages arising therefrom; (ii) shall include comprehensive property damage insurance; (iii) shall be in an amount not less than \$2,000,000 per occurrence; (iv) shall be issued by a financially responsible insurance company or companies; (v) shall name all Parties, Bon Marche Landlord, Penney Landlord and the Agency as additional insureds thereunder; (vi) shall provide that the same may not be cancelled without at least thirty (30) days' prior written notice

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being given by the insurer to the additional insured Persons; and (vii) shall expressly insure the indemnity of Operator contained in Section XI-A hereof.

Operator shall furnish to the Parties, Bon Marche Landlord, Penney Landlord and to the Agency, on or before the effective date of such insurance, evidence that the same shall be in full force and effect on said effective date and that the premiums therefor have been paid.

D. PUBLIC LIABILITY INSURANCE - TRACTS.

Subject to the provisions of the preceding Section XI-C, each Party, Bon Marche Landlord, Penney Landlord and the Agency shall at all times during the term of this REA maintain, or cause to be maintained, in full force and effect comprehensive public liability insurance covering their respective Tracts. Such insurance (i) shall include coverage for any accident resulting in personal injury to or death of any Person and consequential damages arising therefrom; (ii) shall include comprehensive property damage insurance; (iii) shall be in an amount of not less than \$2,000,000 per occurrence; (iv) shall be issued by a financially responsible insurance company or companies; (v) shall name each of the other Parties, Bon Marche Landlord, Penney Landlord and the Agency as additional insureds; (vi) shall provide that the same may not be cancelled without at least thirty (30) days' prior written notice being given by the insurer to each of the additional insured Persons; and (vii) shall expressly insure the indemnity

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of each of such Persons contained in Section XI-B hereof.

Each Party, Bon Marche Landlord, Penney Landlord and the Agency shall furnish to any other Party, Bon Marche Landlord, Penney Landlord or Agency requesting same, evidence that such insurance is in full force and effect.

E. BLANKET INSURANCE AND SELF-INSURANCE.

The insurance described in Sections XI-C and XI-D hereof may be carried under a policy or policies covering other liabilities and locations of a Party, Bon Marche Landlord, Penney Landlord or the Agency, or a subsidiary, affiliate or controlling corporation of such Person (so-called "blanket coverage"), or, as respects the Parties, may be carried under any plan of self-insurance from time to time maintained by any Party on condition that such Party, or its subsidiary, affiliate or controlling corporation, so self-insuring has a net worth of not less than One Hundred Million Dollars (\$100,000,000.00), and net current assets of not less than Fifty Million Dollars (\$50,000,000.00) as disclosed on its latest annual audited financial statement, and furnishes to any other Party, Bon Marche Landlord, or Penney Landlord requesting the same, evidence of the adequacy of said reserves or assets. Such statement shall be conclusively deemed to be adequate for such purposes. Anything herein to the contrary notwithstanding, it is understood and agreed that any plan of self-insurance shall provide each Party, Bon Marche Landlord and Penney Landlord with the same rights and protections it would have had if insurance had been purchased by the self-insuring Party. Any Party electing to self-

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insure pursuant to the provisions of this Section XI-E or thereafter electing to terminate such self-insurance program shall give at least thirty (30) days' prior written notice thereof to each of the other Parties, Bon Marche Landlord, Penney Landlord and the Agency.

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SECTION XII

FIRE AND EXTENDED COVERAGE INSURANCE

A. DEVELOPER IMPROVEMENTS. Developer shall maintain or cause to be maintained in full force and effect fire and extended coverage insurance covering the Developer Improvements. Such insurance, as to each of the Developer Improvements (i) shall be made effective upon the commencement of construction thereof; (ii) shall be in an amount equal to not less than ninety percent (90%) of the replacement cost thereof, without deduction for depreciation, exclusive of the cost of excavations, footings and foundations below the lowest floor; (iii) shall insure against causes or events which from time to time are included as covered risks under standard insurance industry practices within the classification of fire and extended coverage, and specifically against loss or damage by fire, windstorm, cyclone, tornado, hail, explosion, riot, riot attending a strike, civil commotion, malicious mischief, vandalism, aircraft, vehicle, smoke damage and sprinkler leakage; (iv) shall be purchased from financially responsible insurance companies authorized to do business or having an agent for service of process in the State of Utah; (v) may be carried under a policy or policies covering other property owned or controlled by Developer or by a general partner of Developer, or by any subsidiary, affiliate or controlling corporation of a general partner of Developer, provided that such policy or policies do not reduce the coverage provided for herein; and (vi) shall provide that same

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may not be cancelled without at least thirty (30) days' prior written notice being given by the insurer to the other Parties, Penney Landlord and Bon Marche Landlord; and shall provide for losses in excess of One Hundred Thousand Dollars (\$100,000.00) to be payable in accordance with the provisions of Section XII-J hereof.

Developer shall furnish to the other Parties and Agency, prior to the effective date of any such policy, evidence that same shall be in full force and effect on said date.

B. STORES OF MAJORS. Bon Marche, Nordstrom and Weinstocks, each as respects its Store, and Penney Landlord, as respects the Penney Store, shall maintain, or cause to be maintained, in full force and effect, during the period that each such Major is required to operate pursuant to Section XXI, fire and extended coverage insurance covering such respective Store. Such insurance (i) shall be made effective upon the commencement of construction of such Store; (ii) shall be in an amount equal to not less than ninety percent (90%) of the replacement cost of such Store, without deduction for depreciation, exclusive of the cost of excavations, footings and foundations below the lowest floor; (iii) shall insure against the risks enumerated in Section XII-A-(iii) hereof; (iv) shall be purchased from financially responsible insurance companies authorized to do business or having an agent for service of process in the State of Utah; (v) may be carried under a policy or policies covering other property owned or

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controlled by such Major, or by a subsidiary, affiliate or controlling corporation of such Major, provided that such policy or policies do not reduce the coverage provided for herein; and (vi) shall provide that same may not be cancelled without at least thirty (30) days' prior written notice being given by the insurer to the other additional insured Persons; and shall, except in the case of a Person entitled to self-insure in accordance with Section XI-E, provide for losses in excess of One Hundred Thousand Dollars (\$100,000.00) to be payable in accordance with the provisions of Section XII-J hereof.

Each Major and Penney Landlord shall furnish to any other Party or Agency requesting the same evidence that same shall be in full force and effect on said date.

C. WOODBURY STORES. Woodbury shall maintain or cause to be maintained in full force and effect fire and extended coverage insurance covering the Woodbury Stores. Such insurance (i) shall be made effective upon the commencement of construction thereof; (ii) shall be in an amount equal to not less than ninety percent (90%) of the replacement cost thereof, without deduction for depreciation, exclusive of the cost of excavations, footings, and foundations below the lowest floor; (iii) shall insure against causes or events which from time to time are included as covered risks under standard insurance industry practices within the classification of fire and extended coverage, and specifically

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against loss and damage by fire, windstorm, cyclone, tornado, hail, explosion, riot, riot attending a strike, civil commotion, malicious mischief, vandalism, or aircraft, vehicle, smoke damage and sprinkler leakage; (iv) shall be purchased from financially responsible insurance companies authorized to do business, or having an agent for service of process in the State of Utah; (v) may be carried under a policy, or policies, covering other property owned or controlled by Woodbury, or by any subsidiary, affiliate or controlling corporation of Woodbury, provided that such policy or policies do not reduce the coverage provided for herein; and (vi) shall provide that same shall not be cancelled without at least thirty (30) days prior written notice being given by the insured to the other Parties, Penney Landlord and Bon Marche Landlord; and shall provide for losses in excess of One Hundred Thousand Dollars (\$100,000.00) to be payable in accordance with the provisions of Section XII-J hereof.

Woodbury shall furnish to the other Parties or Agency, prior to the effective date of any such policy, evidence that same shall be in full force and effect on said date.

D. PARKING STRUCTURE. Developer or Operator shall maintain or cause to be maintained in full force and effect fire and extended coverage insurance, with an earthquake damage endorsement, covering the Parking Structure. Such insurance (i) shall be made effective upon commencement of construction of the Parking Structure; (ii) shall be in an amount equal

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to ninety percent (90%) of the replacement cost of the Parking Structure, excluding the cost of excavations, footings and foundations below the lowest floor and without deduction for depreciation, and excluding any Common Building Component to the extent that any other Person is obligated to restore or contribute to the restoration of same; (iii) shall insure against the risks enumerated in Section XII-A-(iii) hereof and against damage by earthquake; (iv) with respect to earthquake coverage, shall be in an amount equal to one hundred percent (100%) of the replacement cost, excluding the cost of footings and foundations below the lowest floor of the Parking Structure and without deduction for depreciation, but may contain a deductible provision of not to exceed twenty percent (20%) of the policy amount for any one loss; (v) shall be purchased from financially responsible insurance companies authorized to do business, or having an agent for service of process in the State of Utah; (vi) may be carried under a policy or policies covering other property owned or controlled by the Operator under the Parking Lease, or by a general partner of such Operator or by any subsidiary, affiliate or controlling corporation of a general partner of Operator, provided that such policy or policies do not reduce the coverage provided for herein; (vii) shall provide that same may not be cancelled without at least thirty (30) days' prior notice being given to the Parties and the Agency; and (viii) shall provide for losses in excess of \$100,000 to be payable in accordance with Section XII-J.

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The cost of such insurance shall be part of the Common Area Maintenance Cost.

Operator shall furnish to the Parties and Agency, prior to the effective date of any such insurance, evidence that same shall be in full force and effect on said date.

E. SELF-INSURANCE. The insurance referred to in Section XII-A, XII-B or XII-C may be carried under any plan of self-insurance from time to time maintained by any Party, on condition that such Party, or its subsidiary, affiliate or controlling corporation, has a net worth of not less than One Hundred Million Dollars (\$100,000,000.00), and net current assets of not less than Fifty Million Dollars (\$50,000,000.00) as disclosed on the latest annual audited financial statement, and furnishes to any other Party, Bon Marche Landlord or Penney Landlord, requesting same evidence of the adequacy of said net worth and assets. Such statement shall be conclusively deemed to be adequate for such purposes. Any Party electing to self-insure pursuant to the provisions of this Section XII-E or thereafter electing to terminate such self-insurance program shall give at least thirty (30) days' prior written notice thereof to each of the other Parties, Penney Landlord and the Agency.

F. MUTUAL RELEASE AND WAIVER OF SUBROGATION. Each Party, Bon Marche Landlord, Penney Landlord and the Agency, for themselves and to the extent legally possible for them so to do on behalf of their insurers, hereby waive

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and release each of the other Parties, Bon Marche Landlord, Penney Landlord and the Agency from all liability for any loss or damage to its property located upon the Shopping Center Site, which loss or damage is of the type generally covered by fire and extended coverage insurance. Each Party, Bon Marche Landlord, Penney Landlord and the Agency shall, to the extent available, obtain for the benefit of the other Parties, Bon Marche Landlord, Penney Landlord and the Agency, a waiver of any right of subrogation which the issuer of the fire and extended coverage insurance policy to such Party or the Agency may acquire against the other Parties, Bon Marche Landlord, Penney Landlord or the Agency by virtue of the payment of any loss covered by such insurance. In the event that a Party or the Agency causes any portion of the insurance required to be maintained under this Section to be purchased by an Occupant, then such Party or the Agency shall cause such Occupant to obtain for the benefit of the other Parties, Bon Marche Landlord, Penney Landlord and the Agency the waiver of the right of subrogation in the manner provided in the preceding sentence. The foregoing waiver and release shall be operative only so long as the same shall not prejudice the right of each Party, Bon Marche Landlord, Penney Landlord and the Agency to obtain insurance coverage.

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G. RELEASE OF LIABILITY. Anything contained in this REA to the contrary notwithstanding, no Party, nor Bon Marche Landlord, nor Penney Landlord, nor the Agency, shall be liable to any other Party, Bon Marche Landlord, Penney Landlord or the Agency for any loss or damage to the property of any such Party, Bon Marche Landlord, Penney Landlord or the Agency, located on the Shopping Center Site, or contents thereof, caused by fire or by other risks covered by the insurance required to be carried pursuant to Section XII-A, XII-B, XII-C, XII-D, and XII-E, hereof, irrespective of any negligence on the part of such Party, Bon Marche Landlord, Penney Landlord or the Agency, which may have contributed to such loss or damage.

H. OCCUPANTS' INSURANCE - DEVELOPER STORES. Developer covenants to and with the other Parties that it will require all Occupants of the Developer Stores upon which the Developer does not carry fire and extended coverage insurance, to carry fire and extended coverage insurance, including the perils specified in Section XII-A hereof, on the store space in the building on the Developer Tract which store space is occupied by such Occupant, with financially responsible fire insurance companies, in an amount at least equal to the insurance required to be carried by Developer under Section XII-A. Developer further covenants to and with the other Parties that it will, to the extent that it is legally possible for its Occupants to do so, require all Occupants occupying any building on the Developer Tract, upon which Developer does not carry fire and extended coverage insurance, to obtain for the benefit of the other Parties,

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Bon Marche Landlord, Penney Landlord and the Agency, a waiver of any right of subrogation which the insurer of any such Occupant may acquire against any Party, Bon Marche Landlord, Penney Landlord and the Agency by virtue of the payment of any such loss covered by any such insurance.

I. OCCUPANTS' INSURANCE - WOODBURY STORES.

Woodbury covenants to and with the other Parties that it will require all Occupants of the Woodbury Stores upon which Woodbury does not carry fire and extended coverage insurance, to carry fire and extended coverage insurance including those perils specified in Section XII-D hereof, on the store space in the Woodbury Stores, which store space is occupied by such Occupants, with financially responsible fire insurance companies, in an amount at least equal to the insurance required to be carried by Woodbury under Section XIIC. Woodbury further covenants to and with the other Parties, Bon Marche Landlord, Penney Landlord and the Agency, that it will, to the extent it is legally possible for its occupants to do so, require all Occupants occupying any part of the Woodbury Stores upon which Woodbury does not carry fire and extended coverage to obtain for the benefit of the Parties, Bon Marche Landlord, Penney Landlord and the Agency, a waiver of any right of subrogation which the insurer of any such Occupant may acquire against any Party, Bon Marche Landlord, Penney Landlord, and the Agency by virtue of the payment of any such loss covered by such insurance.

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J. INSURANCE TRUSTEE. Except in the case of a Person entitled to self-insure pursuant to the provisions of this REA, each policy of earthquake, fire and extended coverage insurance required to be carried by any Person pursuant to this Section XII shall expressly provide that proceeds payable thereunder in excess of \$100,000.00 shall be paid, for custody and disposition thereof as herein provided, to either the holder of the Mortgage on such Person's Tract or to a bank or trust company qualified to do business in the State of Utah, as such Person shall designate.

The recipient of such proceeds is hereinafter referred to as the "Insurance Trustee".

In case of loss or damage to the improvements on such Persons' Tract or any portion thereof, all proceeds of fire and extended coverage insurance (excluding the proceeds of any rental value, or use and occupancy insurance maintained by Developer or any other such Person) received by such Person or the Insurance Trustee must be applied, subject to Sections XIII-C, XIII-D, XIII-E, XIII-F and XIII-G hereof, for the diligent rebuilding, repairing or reconstructing of the improvements located on such Tract in accordance with the provisions of Section XIII hereof.

The Agency covenants for the benefit of the Parties, Bon Marche Landlord, Penney Landlord and their respective Tracts, that in the event of any damage or destruction to the Parking Structure during the term of the Bonds, Agency will direct that such insurance proceeds shall be used to repair or rebuild the Parking Structure to the extent required by this REA before directing that any such proceeds be paid into any bond redemption fund or similar fund which may be established.

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In case of loss or damage to the Parking Structure, or any portion thereof, all proceeds of earthquake, fire and extended coverage insurance (excluding the proceeds of any rental value, or use and occupancy insurance) received by the Agency, or the Operator, shall be used, subject to Section XIII-F hereof, for the diligent rebuilding, repairing or reconstructing of the Parking Structure in accordance with the provisions of Section XIII hereof, and the Agency agrees that it will cause such proceeds to be so used. It is expressly understood and agreed that a Mortgagee of the Developer Tract may be a Trustee for the purposes of this Section.

The Insurance Trustee shall pay such insurance proceeds received by it to such Person obligated to repair or restore improvements hereunder as follows:

1. At the end of each month, or from time to time as may be agreed upon by the Insurance Trustee and such Person, the Insurance Trustee, upon receipt of the Project Architect's certificate as to costs incurred or work performed, shall pay to such Person an amount which shall be that proportion of the proceeds held in trust which ninety percent (90%) of the payments to be made to contractors, laborers, materialmen or suppliers for work done, services rendered and/or material supplied during such month or other period bears to the total contract price.

2. Upon completion of such work, the

Sec. XII-J

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Insurance Trustee shall pay to such Person the balance of such proceeds, provided that at the time of such payment (i) there are no liens against the property by reason of such work and either the period within which a lien may be filed has expired or proof has been submitted that all costs of work theretofore incurred have been paid, and (ii) the Project Architect shall certify that all required work is completed and proper and of a quality and class equal to the original work required by this REA and in accordance with the plans and specifications approved therefor.

3. In the event Developer or the Agency is not required to rebuild pursuant to the provisions of Section XIII hereof, and does not elect so to do, then all of said funds received by reason of damage to the Developer Improvements, shall be paid by the Insurance Trustee to Developer or to the holder of the Mortgage on the Developer Tract, as their interests may appear, and the funds received by reason of damage to the Parking Structure shall be prorated between the Developer and the Agency as their interests may appear.

Notwithstanding anything to the contrary contained herein, during the term of the Parking Lease, if the Parking Structure is not required to be rebuilt pursuant to the REA, all proceeds shall be payable to the

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Agency for retirement of the Bonds, before any excess is  
prorated between Developer and Agency.

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SECTION XIII  
COVENANTS AS TO REPAIR, MAINTENANCE, ALTERATIONS  
AND RESTORATION

A. MAINTENANCE. Developer, Bon Marche, Nordstrom, Weinstocks, Woodbury, Penney Landlord (as to the Penney Tract) and Operator shall, at all times during the term of this REA from and after the opening for business of its Store, the Developer Improvements and the Parking Structure, respectively, keep and maintain all completed portions of same, or cause all completed portions of same to be kept and maintained (unless it shall be relieved from the obligations so to do as hereinafter provided) in good order, condition and repair. Such maintenance of the Developer Improvements by Developer and of the Parking Structure by Operator and of the Common Area in the Woodbury Stores by Woodbury shall be in accordance with the rules and regulations set forth in Exhibit E to this REA.

B. REPAIRS AND ALTERATIONS TO IMPROVEMENTS. Each Party, and Penney Landlord as to the Penney Tract, may make repairs, alterations, additions or improvements to its Store, so long as such Party, or Penney Landlord complies with the provisions contained in this REA relating to the easements granted herein, the parking ratio established hereby and the architectural treatment of the improvements constructed within the Center. Subject to the provisions of Section XIII-K, at any time that a Store is not required to be reconstructed, it may be razed by the Person then owning fee title to the Tract upon which such Store is located. In the event that a Store is razed, such Person shall

Sec. XIII-A, B

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cause the Enclosed Mall to be enclosed at the location where such Store has been removed so that air shall not be allowed to escape therefrom. All or any portion of the first floor of the Store so razed shall be improved as Common Area in the manner provided in Section XIII-J hereof.

C. RESTORATION OF COMMON AREA (EXCLUDING THE ENCLOSED MALL AND THE PARKING STRUCTURE AND THE COMMON AREA ON THE WOODBURY TRACT). Except as hereinafter expressly provided, in the event of any casualty (which shall include acts of God, fire, earthquake, explosion or similar occurrences) which results in damage or destruction to the Common Area (excluding the Enclosed Mall and the Parking Structure and the Common Area on the Woodbury Tract), during the term of this REA, whether insured or uninsured, Developer shall cause Operator to restore, repair or rebuild such Common Area with all due diligence, subject to the provisions of Section XV hereof. Such restoration and repair shall be performed in accordance with the applicable requirements of Paragraph G of this Section XIII. To the extent that insurance proceeds are insufficient to pay for the cost of such work, then Woodbury, Developer, Bon Marche, Nordstrom, Weinstocks and Penney Landlord shall bear the cost in excess of insurance proceeds in the ratio that the Initial Planned Floor Area of each Party bears to the total Initial Planned Floor Area in the Shopping Center.

Each Party and Penney Landlord covenant, severally, that all insurance proceeds, if any, payable on account of any damage or destruction to such Common Area shall first be made available to Operator for the repair and

Sec. XIII-C



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restoration of any such damaged Common Area. The amount of any insurance proceeds shall be made available to Operator in progress payments during the progress of the restoration of such Common Area in the same manner as progress payments are to be made for damage to such Common Area by reason of any taking under eminent domain as provided in Section XVI-B-(b)(ii).

D. RESTORATION OF DEVELOPER IMPROVEMENTS. Developer covenants with each other Party and Agency, severally, that in the event of any damage or destruction to all or any portion of the Developer Stores or Enclosed Mall, and provided that if, pursuant to Section XIII-G the Agency is required to repair, restore or rebuild the Parking Structure, the Agency shall so repair, restore or rebuild the Parking Structure, it shall:

1. In the event such damage or destruction occurs during the period for which Operation is required as set forth in Section XXI, at its own expense, and with all due diligence, restore, repair or rebuild said Developer Improvements, at least to the extent of the minimum Floor Area set forth in Section VIII-A. The provisions of this Subparagraph 1 shall apply regardless of the cause of such damage or destruction, and regardless of whether such damage or destruction was insured against or uninsured;
2. In the event such damage or destruction occurs during the ten (10) year period

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immediately following the period for which Operation is required as set forth in Section XXI, at its own expense, and with all due diligence, restore, repair or rebuild said Developer Improvements, at least to the extent of the minimum Floor Area set forth in Section VIII-A, provided the cause of such damage or destruction was a casualty required to be insured against pursuant to Section XII-A.

3. Without limiting Developer's obligations under Section XIII-D-2, in the event that such damage or destruction occurs after the period referred to in Section XIII-D-1 above, at its own expense, and with all due diligence, restore, repair or rebuild said Developer Improvements, at least to the extent of the minimum Floor Area set forth in Section VIII-A, unless:

(a) Such damage or destruction was caused by a peril other than those risks required to be insured against under the provisions of Section XII-A, and which is in fact not insured against, and the cost of such restoration, repair or rebuilding exceeds \$500,000.00; or

(b) Such damage or destruction was caused by a peril required to be insured against under the provisions of Section XII-A, the cost of such restoration, repair or rebuilding is more than \$500,000.00.

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and occurs at a time when the Developer is not assured under the terms and provisions of this REA of at least ten (10) years (the commencement of said ten-year period to be the date of completion of such restoration, or eighteen (18) months after the date of the damage or destruction, whichever is earlier) of Operation under this REA by at least two of the Majors in their respective Minimum Floor Area; provided, however, that if there is not sufficient assurance, Developer must request in writing such assurance or the provisions of this subparagraph will be inapplicable.

If Developer obtains from two (2) of the Majors the written assurances requested pursuant to the preceding paragraph (in recordable form, if requested) that it will have such a ten (10) year period of Operation, Developer shall restore, repair or rebuild all of the Developer Improvements, at least to the extent of the minimum Floor Area set forth in Section VIII-A.

If Developer obtains the written assurance requested from only one of the Majors, Developer shall be required to restore, repair or rebuild only such portions of the Enclosed Mall so as to provide for such Major's Store access, ingress and egress to the Automobile Parking Area, and a reasonably

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viable operational Enclosed Mall in the area immediately adjacent to such Major's Store, and the following portions of the Developer Improvements which are located immediately adjacent to the Store of the Major that has given Developer such written assurances that it will have such a ten-year period of Operation:

(i) In the case of Weinstocks, Developer shall restore, repair or rebuild Buildings D and E;

(ii) In the case of Penney, Developer shall restore, repair or rebuild such portions of Buildings B, C, E and F, respectively, as are immediately adjacent to the Penney Store;

(iii) In the case of Bon Marche, Developer shall restore, repair or rebuild Buildings G and F; and

(iv) In the case of Nordstrom Developer shall restore, repair or rebuild Buildings A and D, and such portions of Buildings B and E as are immediately adjacent to the Nordstrom Store.

The term "immediately adjacent" as used in this subparagraph (b) shall mean those portions of the Developer Stores and the Enclosed Mall located within 150 feet from the entrances of the Penney Store, or the Weinstocks Store, or the Nordstrom Store or the Bon Marche Store, as the case may be, on both levels of the Enclosed

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Mall, measured from the center line of such entrances. Said restoration shall include leveling, paving, the creation of proper exterior walls for what previously constituted common party walls, and the creation of a reasonably useful entrance and exit, with proper ingress to and egress from the Enclosed Mall, and between the Enclosed Mall and the Automobile Parking Area.

E. RESTORATION OF WOODBURY STORES. Woodbury covenants with each Party and the Agency, that in the event of any damage or destruction to all or any portion of the Woodbury Stores, and provided that the Developer Improvements shall not have been damaged or destroyed, or in the event of any damage or destruction to the Developer Improvements, provided that the Developer repairs, restores, or rebuilds the Developer Improvements, or at least Buildings A and D as shown on Exhibit B, and that portion of the Enclosed Mall located between and abutting the facades of the Woodbury Stores and Buildings A and D, Woodbury shall, at its own expense, and with all due diligence, restore, repair, or rebuild the Woodbury Stores, at least to the extent of the minimum Floor Area set forth in Section VIII-A. The provisions of this paragraph XIII-E shall apply regardless of the cause of such damage or destruction, and regardless of whether such damage or destruction was insured against or uninsured.

F. RESTORATION OF STORES OF MAJORS. Bon Marche and Bon Marche Landlord as respects the Bon Marche Store, Nordstrom, Weinstocks and Penney Landlord, each

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severally, covenant with the other Parties and the Agency, that (i) if any damage or destruction to all or any portion of the Bon Marche Store, or the Nordstrom Store, or the Weinstocks Store, or the Penney Store, respectively, occurs during the fifteen (15) year period when Bon Marche, Nordstrom, Weinstocks or Penney, as the case may be, is required to operate pursuant to Section XXI hereof or during the period Bon Marche, Nordstrom, Weinstocks or Penney, as the case may be, agrees to operate pursuant to Section XIII-D hereof, or (ii) if a casualty insured against pursuant to Section XII-B occurs during the five (5) years immediately following the fifteen (15) year period of Operation provided in Section XXI, it will cause said Store to be repaired, rebuilt and reconstructed in accordance with the provisions of this Section XIII, at least to the extent of the minimum Floor Area as set forth in Section VIII-A.

G. RESTORATION OF PARKING STRUCTURE. (a) The Agency covenants with each Party, Bon Marche Landlord and Penney Landlord, severally, that if any damage or destruction to all or any portion of the Parking Structure resulting from an uninsured casualty occurs during the term of this REA or thereafter so long as the Parking Lease is in effect, it will cause the Parking Structure to be repaired, rebuilt or reconstructed in accordance with the provisions of this Section XIII, provided:

1. There is no default by Developer under the terms of the Parking Lease, or if so, then either

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Developer, or a Mortgagee or a Major, shall have commenced to cure such default, or a Mortgagee or a Major shall have delivered notice to the Agency that it has elected to cure such default, so that the Parking Lease shall continue in full force and effect; and

2. The Agency has the legal capacity so to repair, rebuild or reconstruct the Parking Structure; and

3. There is a lawful and sufficient source of funds ("sufficient" shall mean sufficient to replace and rebuild the Parking Structure and shall in no event be deemed to mean the original cost paid by the Agency for the construction of the Parking Structure), including the proceeds of any insurance (excluding the proceeds of any rental value, or use and occupancy insurance maintained by Agency) maintained upon the Parking Structure, to repair, rebuild or reconstruct the Parking Structure as required by this Section XIII-G, or, if bonds must be issued by the Agency, said bonds may be lawfully issued and sold in accordance with generally accepted standards of feasibility based upon similar terms as those applicable to the Bonds referred to in Section I-FF hereof. If the term of this REA is not at least equal in length to the period of time, commencing on the estimated date of completion of such repair, rebuilding or recon-

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struction, necessary to repay the bonds or other indebtedness incurred by the Agency then such bonds need not be issued and sold, or such other indebtedness need not be incurred, unless and until the Parties agree to extend the term of this REA for the period required, and the Agency and Developer extend the term of the Parking Lease for an equal period of time.

If a Party shall restore less than its Initial Planned Floor Area, the Agency shall be required to restore only such portions of the Parking Structure as may be required to maintain the parking ratio specified in Section IV-B-1(d) and in such manner (subject to the approval of the Parties, which approval shall not be unreasonably withheld) that the Parking Structure as restored shall constitute a single viable operational unit.

(b) The Developer covenants with each Party, Bon Marche Landlord, Penney Landlord and the Agency, severally that in the event of any damage or destruction to all or any portion of the Parking Structure resulting from any casualty whether insured or uninsured, (including acts of God, fire, earthquake, explosion or similar occurrences) which damage is not required to be restored, repaired or rebuilt by the Agency pursuant to subparagraph (a) above, it shall be obligated to restore, repair or rebuild the Parking Structure as follows:

1. In the event such damage or destruction occurs during the first fifteen (15) year period from and after the date on which the first of Penney or Weinstocks shall first open for business

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in accordance with Section XXI-A, the Developer shall restore, repair or rebuild the Parking Structure with all due diligence, subject to the provisions of Section XV hereof. Said restoration and repair shall be performed in accordance with the applicable requirements of Section XIII-H.

2. In the event that any such damage or destruction shall occur after the end of the period referred to in Subparagraph 1 above, Developer's restoration obligations shall be as follows:

a. If following such damage or destruction, at least two (2) of the Majors are either Operating or covenant with Developer to resume Operation as soon as reasonably possible, the Developer shall restore the entire Parking Structure.

b. If following such damage or destruction, only one (1) of the Majors is Operating or covenants with Developer to resume Operation as soon as reasonably possible, the Developer shall (i) restore so much of the Parking Structure immediately adjacent to such Major's Store, as shall be required to maintain a parking ratio of 4.5 cars per 1,000 square feet of Floor Area in such Major's Store, and (ii) provide proper pedestrian access from such Major's Store to the Parking Structure and proper vehicle access from

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the Parking Structure to the adjacent public streets.

H. STANDARDS OF REPAIR, RESTORATION AND RECONSTRUCTION. All restoration, repair, rebuilding, maintenance, alterations, additions or improvements (for the purposes of this Section XIII-H collectively called the "Work") performed by any Person pursuant to the provisions of this REA shall be performed in strict compliance with each of the following requirements as are applicable thereto:

1. The Work shall be performed according to the original plans and specifications, unless changes thereto have been approved in writing by the Parties.
2. Prior to commencement of the Work, the Project Architect shall approve the plans and specifications insofar as same relate to the compatibility of the exterior appearance of the improvements located in the Center. The approval of the Project Architect shall be required to the same extent and in the same manner as provided in Section IX hereof. In no event shall the approval rights pursuant to this Section XIII-H be greater or wider in scope than the approval rights provided in this REA with respect to the original construction of the improvements required to be repaired, restored or reconstructed.

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3. During the performance of the Work, the Enclosed Mall shall be secured and temporarily enclosed so as not to permit the escaping of air therefrom, and upon completion of the Work, the improvements shall be physically integrated with the Enclosed Mall.

4. All Work shall be performed in a good and workmanlike manner and shall strictly conform to and comply with:

(a) The approved plans and specifications;

(b) All applicable requirements, laws, codes, rules and regulations of governmental agencies having jurisdiction thereof and of insurance underwriters; and

(c) To the extent applicable, the requirements of Sections IV, V, VI, VII, VIII and IX hereof.

5. All Work shall be completed with due diligence, subject to the provisions of Section XV hereof, and, except as herein provided to the contrary, at the sole cost and expense of the Person performing same.

I. LICENSES FOR RECONSTRUCTION. It is recognized that from time to time during the term of this REA, each Party, Bon Marche Landlord, Penney Landlord and the Agency may require a temporary license to use portions of the Common Area for the purposes of:

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1. Performing maintenance upon, making repairs to, making alterations, additions and improvements, or razing and replacing the whole or any part of the Developer Improvements, the Woodbury Stores, the Stores of the Majors, or the Parking Structure as the case may be (such activities for the purposes of this Section XIII-I are collectively referred to as the "Construction"); and

2. Ingress and egress to and from the Developer Improvements, the Woodbury Stores, the Stores of the Majors, or the Parking Structure as the case may be, to carry on the Construction.

Within a reasonable time prior to the commencement of any such Construction, the Person desiring to undertake the same shall submit to the owner of the Tract in question, in the case of the Developer Tract, the Woodbury Tract, the Nordstrom Tract, the Weinstocks Tract and the Agency Tract, to Bon Marche in the case of the Bon Marche Tract and to Penney in the case of the Penney Tract, for approval (which approval shall not be unreasonably withheld) a plot plan of the Center on which shall be delineated those portions of the Common Area with respect to which such temporary license is reasonably required, and the recipient of such plot plan shall, within ten (10) days thereafter, notify such requesting Person whether it approves or disapproves of same. The temporary licensee, in its exercise of its

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license, shall comply with the applicable requirements of Section IX hereof, and upon completion of the Construction, shall promptly restore the portions of the Common Area so used to the condition in which same were in prior to the commencement of the Construction, including the clearing of such area of all loose dirt, debris, equipment and construction materials. The temporary licensee shall also restore any portions of the Center which may have been damaged by the Construction promptly upon the occurrence of such damage, and shall at all times during the period of the Construction keep all portions of the Center, except the portions of the Common Area subject to such temporary license, free from and unobstructed by any loose dirt, debris, equipment or construction materials.

J. CLEARING OF PREMISES. Subject to Sections III-B, XIII and XV hereof, whenever a Party, Bon Marche Landlord, Penney Landlord or Agency is not obligated by the terms of this REA to repair, rebuild or restore any building or other improvement that has been damaged or destroyed and elects not to do so, then, and in such event, such Person, at its sole cost and expense, shall raze such building and/or other improvements or such part thereof as has been so damaged or destroyed, clear the premises of all debris and level and clear all areas not restored and improve same as Common Area approved by the Parties and the Agency of like standard as the

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Common Area of the balance of the Shopping Center. The obligations pursuant to this Section XIII-J shall be to raze such improvements to the top of the underlying building slab.

K. COMMON BUILDING COMPONENTS. Except as may be otherwise expressly provided in this REA, the following provisions shall apply to the repair, alteration or restoration of Common Building Components:

1. Each Party, Bon Marche Landlord, Penney Landlord or Agency owning any improvement in the Center which contains a Common Building Component shall, for so long as another Person owns an improvement which is benefited by the subject Common Building Component, maintain, repair and restore such Common Building Component at its own cost and expense so that, subject to Paragraph 2 of this Section, it shall continue to have the capacity to be so used in common with such benefited improvement in question.

2. Each Person owning any benefited improvement which utilizes any Common Building Component shall not place upon the subject Common Building Component any burden which is in excess of the capacity of the subject Common Building Component or which will prevent the use of the improvement containing the

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subject Common Building Component for its intended purposes.

3. Any Person owning either an improvement containing a Common Building Component or a benefited improvement, as the case may be, may do any work of repair, alteration, restoration or otherwise with respect to such improvements, notwithstanding that during the course of performing such work a condition otherwise prohibited by the provisions of this Section XIII-K may result, if:

(a) During the course of performance of such work the Person by whom or on whose behalf such work is being done shall, at its own cost and expense, provide such temporary facilities as may be necessary and applicable:

(1) To perform the function performed by the Common Building Component, if such work is performed with respect to the improvement containing same; or

(2) To increase the capacity of, or supplement, the Common Building Component to the extent necessary so that the benefited improvement shall not,

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during the performance of such work, either place on such Common Building Component a burden in excess of its capacity or otherwise prevent the use of the improvement containing the Common Building Component for its intended purposes, if such work is performed with respect to the benefited improvement in question; and

(b) At the conclusion of such work there is compliance with the provisions of whichever Subparagraphs 1 or 2 of this Section XIII-K is applicable.

4. Notwithstanding the provisions of Subparagraphs 1 and 2 of this Section, the Person upon whose Tract the improvements with respect to which the work in question was done shall not be liable to the Person upon whose Tract such other improvement affected by such work is located for any inconvenience, annoyance, disturbance or loss of business caused by the performance of such work except that the Person performing such work, if such Person or its agents is(are) negligent, shall be liable. The Person upon whose Tract the improvement with respect to which such work is being performed shall make all reasonable efforts to keep any such inconvenience,

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annoyance, disturbance or loss of business to a minimum.

5. In the event of damage or destruction to a Common Building Component, and in the event that a Person is required by this Section XIII to restore a Store, the Developer Improvements, the Woodbury Stores or the Parking Structure, then subject to the limitations of this Section XIII as to their respective obligations, the Person, or Penney Landlord as to the Penney Tract, or Bon Marche Landlord as to the Bon Marche Tract, upon whose Tract the subject Common Building Component is located, shall restore, repair or rebuild same.

6. Anything in this Section XIII-K to the contrary notwithstanding, it is expressly understood and agreed that the obligations of Developer for the maintenance, repair and alteration of the Enclosed Mall, and of the Agency for the maintenance, repair and alteration of the Parking Structure, shall at all times remain their respective obligations, even though the same may be Common Building Components.

L. LIABILITY OF MORTGAGEE. Anything in this Section XIII to the contrary notwithstanding, it is expressly understood and agreed that the provisions of Sections XIII-D, XIII-E and XIII-F hereof shall be applicable to any Mortgagee of any Tract in the following manner:

Sec. XIII-L

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1. Where any such Mortgagee acquires title by reason of foreclosure, or by deed in lieu of foreclosure, or by termination of a leaseback in a sale and leaseback transaction, or otherwise, such Mortgagee or the purchaser at a foreclosure sale shall only be liable for such reconstruction for damage which occurs subsequent to such foreclosure, sale or conveyance, or termination of leaseback; provided, however, that where damage or destruction is caused by a peril included within the risks enumerated in Section XII-A and which is required to be insured against under this REA, and the damage or destruction occurs prior to such foreclosure, sale or termination of leaseback, any such Mortgagee who acquires title by reason of foreclosure or termination of leaseback, or the purchaser at the foreclosure sale, shall be liable for such reconstruction to the extent of the insurance proceeds to which it is entitled under such insurance.

2. If a Mortgagee which has acquired title in the manner set forth in Subparagraph 1 above or the purchaser at a foreclosure sale is not required to repair, rebuild or restore any building that has been damaged or destroyed and elects not to do so, then such Mortgagee or purchaser at the foreclosure sale shall raze such building or any part thereof that has been so damaged or destroyed, clear the premises of all debris, and improve said area at its expense as Common Area, of like standard as the Common Area of the balance of the Shopping

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Center. Thereafter said area shall become a portion of the Common Area until such time as said Person may elect to rebuild thereon. Should such Mortgagee or purchaser at the foreclosure sale desire to raze only a portion of any such building the remaining building must contain not less than the minimum Floor Area for such building pursuant to Section VIII.

Nothing contained in this Section XIII-L shall limit the rights of the Majors under Section XV-B or the rights of the Majors under Section XXI-B if there is such limited performance of the provisions of Sections XIII-D, XIII-E or XIII-F by such Mortgagee or purchaser at a foreclosure sale.

M. RESTORATION OF WOODBURY PARKING LOT. In the event Woodbury constructs the additional Automobile Parking Area designated as the Woodbury Parking Lot on Exhibit B, pursuant to Section VIII-F, Woodbury covenants to and with the other Parties, each severally, that it will, at its cost during the period in which Woodbury is required to Operate pursuant to Section XX-E, and for so long thereafter as Woodbury elects to continue to use any portion of the Woodbury Stores in excess of an aggregate of Sixty Thousand (60,000) square feet of Floor Area for any purpose and such additional Automobile Parking Area is necessary under Section VIII-F to maintain the parking ratio set forth in Section IV-B-1(d), restore or rebuild such additional Automobile Parking Area with due diligence in the event of any casualty which results in damage to or destruction of all or any portion of such additional Automobile Parking Area required to maintain the parking ratio set forth in Section IV-B-1(d).

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SECTION XIV

MERCHANTS' ASSOCIATION

Developer and Woodbury agree to organize, form and sponsor a Merchants' Association for the promotion of the Center. Each Party agrees to join said Merchants' Association, provided that each Party shall have first approved, in its sole and absolute discretion, the Articles of Incorporation and By-Laws therefor.

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SECTION XV

EXCUSE FOR NON-PERFORMANCE

A. FORCE MAJEURE. Each Party, Bon Marche Landlord, Penney Landlord, and the Agency shall be excused from performing any obligation or undertaking provided in this REA, except any obligation to pay any sums of money under the provisions hereof, in the event and so long as the performance of any such obligation is prevented or delayed, retarded or hindered by act of God, fire, earthquake, floods, explosion, actions of the elements, war, invasion, insurrection, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, action of labor unions, condemnation, requisition, laws, orders of governmental or civil or military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the respective control of such Persons.

B. BON MARCHE AND BON MARCHE LANDLORD, PENNEY LANDLORD, NORDSTROM AND WEINSTOCKS EXCUSED FROM RECONSTRUCTION. Bon Marche and Bon Marche Landlord as respects the Bon Marche Tract, Penney Landlord, Nordstrom and Weinstocks shall each be excused from the performance of their respective obligations set forth in Section XIII-F for and during any period of time (i) in which the Developer shall be in default of its covenants as set forth in Section XIII or XX hereof, or (ii) when the Parking Structure is not restored pursuant to Section XIII-G, or is not restored during the five (5) year period immediately following the fifteen (15) year period described in Section XIII-G(b)-1, or (iii) when the Stores of

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two (2) of the other Majors are not restored pursuant to the provisions of Section XIII hereof.

C. DEVELOPER EXCUSED FROM RECONSTRUCTION.

Developer shall be excused from the performance of its obligations set forth in Sections XIII-C, XIII-D and XIII-G for and during any period of time (i) when all of the Majors are either in default of their respective covenant contained in Sections XIII or XXI, or elect not to reconstruct pursuant to Subparagraph (iii) of Section XV-B, or cease Operation pursuant to Section XXI-B-2, or (ii) when the Parking Structure is not restored pursuant to Section XIII-G through no fault of Developer or (iii) when all of the Majors do not reconstruct as a result of excuse pursuant to Section XIII-L.

D. WOODBURY EXCUSED FROM RECONSTRUCTION. Woodbury

shall be excused from the performance of its obligations as set forth in Section XIII-E, for and during any period of time when reconstruction upon the Developer Tract is not performed.

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SECTION XVI  
CONDEMNATION

A. DISTRIBUTION. Any award for damages, whether the same shall be obtained by agreement prior to or during the time of any court action or by judgment, verdict or order, or after any such court action resulting from a taking by exercise of right of eminent domain of the Shopping Center Site or any portion thereof, or resulting from a requisitioning thereby by military or other public authority for any purpose arising out of a temporary emergency or other temporary circumstances, shall be distributed between the Parties, Bon Marche Landlord, Penney Landlord and Agency pursuant to the terms and conditions of this Section XVI.

B. METHOD OF DISTRIBUTION. Any such award shall be paid promptly by the Persons receiving the same in trust to a bank or trust company, as trustee, having an office in Ogden, Utah, and approved by the Parties and the Agency, to be distributed in accordance with the provisions of this Section.

Any such award shall be distributed as follows:

(a) If all or any portion of any Tract, exclusive of Common Area, and the land thereunder, within the Center shall be condemned, the total award shall be paid to the Person owning such Tract so taken, exclusive of any award or compensation paid for any Common Area;

(b) If all or any portion of the Common

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Area shall be condemned, the award applicable to the Common Area shall be distributed by the trustee in the following order of priority:

(i) To the Party, Bon Marche Landlord, Penney Landlord or Agency owning the Common Area so taken, any and all reasonable expenses or disbursements such Person may have incurred or obligated itself for in connection with such proceedings;

(ii) To such Party, Bon Marche Landlord, Penney Landlord or Agency, as the case may be, obligated to restore the portion of the Common Area so taken, (after the Parties shall have approved complete plans and specifications for any substituted Common Area and the contract or contracts for construction of such substituted Common Area) under progress payments during the progress of the restoration of Common Area, out of the net proceeds in condemnation so held to the extent such proceeds or such award will permit, as follows: (1) at the end of each month, or from time to time as may be agreed upon by the affected Parties or Agency, there shall be paid, against such Party's, Bon Marche Landlord's, Penney Landlord's or Agency's architect certificates, an amount which shall be that proportion of the proceeds held in trust, which 90% of the payments to be made to the contractors or materialmen of such Person

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for work done, materials supplied and services rendered during each month or other period, bears to the total contract price; and (2) at the completion of the work, the balance of such condemnation award monies required to complete the payment for such work shall be paid to such Person; provided that at the time of such payment (A) there are no liens against the property of such Person, or notices to withhold as to the Agency, by reason of such work and that, with respect to the time of payment of any balance remaining to be paid at the completion of such work the period within which a lien or notice to withhold may be filed has expired or that the other Parties and Agency are satisfied by proof submitted by such Person that all costs of such work thertofore incurred have been paid, (B) such Party, Bon Marche Landlord, Penney Landlord or Agency's architect shall certify that all work so far done is proper and of a quality and class equal to the original work required by this REA and in accordance with the plans and specifications, and (C) such Party, Bon Marche Landlord, Penney Landlord or Agency shall furnish to the trustee evidence satisfactory to said trustee that all previous advances have been devoted to defray the actual cost of such work up to the amount

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of such cost, or that such cost has actually been paid by such Party, Bon Marche Landlord, Penney Landlord or Agency in the amount of all such previous advances. In no event shall the trustee be liable for any amount in excess of the net proceeds of the award in condemnation. Should the cost of such work exceed the net proceeds of the award in condemnation, the Parties shall pay such additional cost in the same respective proportions as the Allocable Shares of their respective Tracts. In the case of the Agency Tract, any such excess cost shall be paid solely by Agency.

Should (1) the cost of such work be less than the net award in condemnation so held in trust, or (2) no substituted Common Area be provided, the award or the balance of said award shall be apportioned between the Parties, Bon Marche Landlord, Penney Landlord or Agency as their respective interests may appear, it being the intent that severance damages arising from the taking of such reciprocal easements and other rights shall be the sole compensable interest arising from the integration of the various Tracts into the Center which shall accrue to the Persons who do not have any other property interest in the Tract so taken, except the interests created by this REA.

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Anything to the contrary in this Section XVI-B notwithstanding, if a Party, or its subsidiary, successor, affiliate or controlling corporation, has net worth of at least One Hundred Million Dollars (\$100,000,000.00) and net current assets of at least Fifty Million Dollars (\$50,000,000.00), as disclosed on its latest annual audited financial statement, payment of such Party's portion of any award for damages shall be made directly to such Party rather than to the Bank or Trust Company as hereinabove provided. Notwithstanding anything contained in Section XVI-B, payment of any award to Developer, or to Woodbury, or to Bon Marche Landlord, or to Penney Landlord may be held in trust by the holder of the Mortgage on the Developer Tract, the Woodbury Tract, the Bon Marche Tract and/or the Penney Tract, as the case may be. If the Developer's Mortgagee or Woodbury's Mortgagee is the holder of such award, such award shall be deposited in an Ogden, Utah, bank.

C. RESOLUTION OF DISPUTES. Any issue which is not resolved by any judgment in the condemnation proceeding or supplemental determination therein shall be resolved under the provisions of Section XXIII.

D. TERMINATION OF REA FOR CONDEMNATION OF THE PARKING STRUCTURE OR FLOOR AREA. If all or a substantial portion of the Parking Structure shall be so taken in eminent domain so that after such taking the parking ratio in the center shall be reduced to less than eighty percent (80%) of

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the parking ratio provided for in Section IV-B-1(d), then this REA may be terminated upon the taking of permanent possession (as distinguished from a temporary requisition for a period of less than one hundred eighty [180] days) of such areas by the condemning authorities, as hereinafter provided. Subject to the provisions of Section XVI-G, any Party desiring to terminate this REA shall give notice of such desire to all other Parties, and unless, within thirty (30) days after the giving of such notice, written notice is given by one or more of the remaining Parties, of its (their) objection to such termination, this REA shall terminate on the sixtieth (60th) day after the giving of the first notice of intention to terminate.

In the event the condemnation shall result in a taking of the Parking Structure so that the parking ratio would be reduced to less than the percentage of parking specified above, and any Party or Agency shall desire not to have this REA terminate as hereinabove provided, then and in that event such Party or Agency shall submit to the other Parties and Agency promptly after notice of such proposed condemnation, notice of its objection to the termination of this REA, submitting therewith plans for alternative automobile parking facilities to raise the ratio to an amount sufficient to have otherwise prevented such termination. Any parking structure required to be constructed in conjunction with such increased parking spaces shall be paid for by the Party or Parties or Agency so requesting permission, at its or their sole cost and expense. This REA shall not

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terminate in the event of such notice unless two (2) or more Parties shall within sixty (60) days following the receipt of such request have rejected in writing such proposed additional automobile parking facilities. The determination of whether or not a Party shall reject or approve such additional automobile parking facilities shall be made in good faith by each Party or Agency, but in its respective sole and absolute discretion. If such additional automobile parking facilities are not rejected by two (2) or more Parties, such facilities shall be so constructed in accordance with plans approved by the Parties.

If ten percent (10%) or more of the Floor Area of any Party (except the Floor Area in the Penney TBA) shall be so taken in eminent domain, or if the number of automobile parking spaces within the area in the Parking Structure designated on Exhibit B as the "Adjacent Parking Area" of the Store of any Party shall be reduced by taking in eminent domain to less than eighty percent (80%) of the number existing within such Party's "Adjacent Parking Area" prior to such taking, or if the areas within the Parking Structure containing the decks, ramps and/or bridges providing access for any Party to its "Adjacent Parking Area" are so taken, then such Party shall have the right to terminate this REA as to its Tract, upon giving not less than sixty (60) days written notice to the other Parties of its intention so to do. It is hereby expressly agreed by the Parties

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and the Agency that the designations "Penney Adjacent Parking Area", "Weinstocks Adjacent Parking Area", "Nordstrom Adjacent Parking Area", "Woodbury Adjacent Parking Area", "Bon Marche Adjacent Parking Area" and "Developer Adjacent Parking Area" are being made solely for the purposes expressly stated in this paragraph and shall not confer any other right or benefit on any Person, except as herein expressly stated.

E. RIGHTS OF MORTGAGEES. Nothing herein contained shall be deemed to prohibit any Mortgagee from participating in any eminent domain proceedings on behalf of or in conjunction with any Party, Bon Marche Landlord or Penney Landlord.

F. RECONSTRUCTION ON CONDEMNATION. Developer, Woodbury, Nordstrom, Weinstocks, Bon Marche Landlord, Penney Landlord and the Agency shall, to the extent practicable reconstruct its Tract to the same extent it would be required to reconstruct pursuant to Section XIII and in accordance with the requirements and subject to the provisions of this section, and in accordance with Section IX hereof.

If this REA is terminated as to the Tract of an individual Party or Parties, but not in its entirety, the Party, Bon Marche Landlord as to the Bon Marche Tract, or Penney Landlord as to the Penney Tract, as to whom the REA has terminated shall in all events (i) comply with the obligation to cause the portions of the Enclosed Mall to be secured and enclosed where its building had been, or is, situated, as provided for in Section XIII-B; (ii) raze its building or perform such restoration as

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necessary so that its former improvements do not constitute a hazard or a nuisance; and (iii) maintain its Tract and the improvements situated thereon in such a manner so as not to interfere with the Operation of the Stores or other improvements of the Parties still Operating under this REA.

G. TERMINATION BY BON MARCHE OR PENNEY. Anything in this Section XVI to the contrary notwithstanding, neither Bon Marche nor Penney shall have the right under this Section to terminate this REA as to its Tract without the joinder, in the case of Bon Marche, of Bon Marche Landlord and Bon Marche Landlord's Mortgagee, and in the case of Penney, of Penney Landlord.

H. INVERSE CONDEMNATION. Should any inverse condemnation result by reason of actions of a public authority, and a judgment of a competent court of jurisdiction shall so determine, then the rights of the Parties and signatories hereto shall be the same as though condemnation had taken place.

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SECTION XVII

CORRECTION OF SITE DESCRIPTIONS, DESCRIPTIONS  
OF EASEMENTS

A. CORRECTION OF SITE DESCRIPTIONS. It is recognized that by reason of construction, engineering or design errors, the Developer Improvements, Woodbury Stores, the Parking Structure and the Stores of the Majors may not be precisely constructed within their respective Tracts as described in Exhibit A. As soon as reasonably possible after completion of the construction of the Developer Improvements, the Parking Structure, or any Store, as the case may be, Developer, Woodbury, Bon Marche Landlord, Nordstrom, Weinstocks, Penney Landlord and the Agency shall cause, each at its own expense, an "as-built" survey to be made of its Tract showing all building perimeters (including overhangs and encroachments), Common Area and other improvements and Tract boundaries. In the event such survey shall disclose that the building or buildings of the Party, Bon Marche Landlord, Penney Landlord or the Agency making such survey have not been precisely constructed within its respective Tract, then promptly upon the request of any Party or the Agency, all Parties, Bon Marche Landlord, Penney Landlord, the Agency will join in the execution of an agreement, in recordable form, amending Exhibit A to this REA, so as to revise the description of such Tract to coincide with the as-built perimeter of the buildings and improvements constructed by the owner of such Tract. Nothing herein contained shall be deemed to relieve or

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excuse any Party, Bon Marche Landlord, Penney Landlord or Agency from exercising all due diligence to construct or cause the construction of Floor Area, Common Area and other improvements within its respective Tract as described on Exhibit A.

B. GRANT OF EASEMENTS. Upon request, each Party, Bon Marche Landlord, Penney Landlord and the Agency agree to either grant an easement over that portion of its property as is required to correct such descriptions, or to convey satisfactory title to the benefited Person. Such conveyance shall be made upon the basis that the benefited Person shall deed to the burdened Person an equivalent amount of acreage contiguous to the burdened Person's Tract.

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## SECTION XVIII

SIGNS

A. CRITERIA. No signs shall be erected in the Shopping Center Site which do not conform in all respects to the criteria attached hereto as Exhibit D. It is understood said criteria expressly excludes therefrom, except for specific provisions thereof, the building identification signs on the stores of the Majors.

B. APPROVAL OF SPECIAL SIGNS. If any Occupant shall request a sign not completely in accordance with the criteria, such sign shall not be erected without the written consent of the Parties. Any change made to any initially completed sign which causes the same not to fall within the scope of the sign criteria is hereby prohibited, and any such changed sign shall be considered as a new installation and deviation from the criteria shall similarly require the approval of the Parties.

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SECTION XIX  
RULES AND REGULATIONS

Each Party and the Agency agrees to observe and comply with, and shall cause its respective Permittees to observe and comply with, the Rules and Regulations attached hereto and marked Exhibit E. Such rules and regulations shall be amended only by agreement in writing, executed by the Parties, provided however, such amendment need not be an amendment to this REA. The Agency, by its execution of this REA, hereby approves and adopts such rules and regulations with respect to the Parking Structure and any changes to same which affect the Parking Structure shall be subject to its approval.

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SECTION XX

COVENANTS OF DEVELOPER AND WOODBURY

A. STANDARDS. The Parties agree that it is in their mutual best interests, and important to the maximum utilization of their Tracts, that the Shopping Center Site and each respective Store Site be developed and maintained as an integrated shopping center which will contain a combination of Occupants which (i) represent a sound and balanced diversification of merchandise, (ii) are well qualified and willing to direct an intensive and continuous merchandising and promotional program, (iii) will be of strong financial condition and good repute, (iv) will efficiently utilize and not exceed the capacity of the available Automobile Parking Area, or any portion thereof, and (v) will fixturize, decorate and maintain their respective Store premises in a tasteful and decorous manner, having regard for the general standards of appearance prevailing in the Shopping Center. In furtherance of such purpose the Parties have agreed to the provisions of Sections IV, VIII, IX, X, this Section XX and Section XXI.

B. DEVELOPER'S MANAGEMENT CRITERIA. Developer covenants and agrees, subject to the provisions of Sections XIII, XV, XVI and XXX-N of this REA, and subject to the other provisions of this Section, that, so long as at least one (1) Major is Operating, in at least the Minimum Floor Area specified in Article VIII-A, it will manage and Operate, or cause to be managed and Operated, the Enclosed Mall and the Developer Stores, in the following manner:

1. As a complex of retail stores and

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commercial enterprises which is a part of a first-class regional shopping center development with a multi-level Enclosed Mall and other related Common Area facilities.

2. Use its best efforts to:

- (a) Have the Floor Area in the Developer Stores Operated in its entirety;
- (b) Have at all times a proper mixture and balance of Occupants; and
- (c) Maintain a quality of management and operation not less than that generally adhered to in other similar regional shopping centers in the State of Utah.

3. Under the name of Ogden City Mall, and under no other name, without the prior approval of each Major, in its sole and absolute discretion, so long as each, respectively, is a Party.

4. So as to have Floor Area in the Developer Stores of not less than the minimum Floor Area provided in Section VIII-A; provided, however, that Developer need not have more Floor Area than would be required at the time in question, under the applicable provisions of Section XIII-D.

5. In accordance with the rules and regulations prescribed in Exhibit E or as may be adopted by the Parties from time to time.

6. To open the Developer Stores when provided in Section VII-C and in not less than the minimum Floor Area provided for in Section VIII-A

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hereof, and to use its best efforts to have all Floor Area open for business during the term of this REA; provided, however, that at any time after the Operating period provided for in Section XXI, if there shall be only one (1) Major Operating in at least its minimum Floor Area in the Center, the Developer shall not be required to use its best efforts to have open for business more than the square footage of Floor Area in Developer Stores located "immediately adjacent" (as such term is defined in Section XIII-D-3(b)) to such Major. In no event shall Developer be required to have open for business more Floor Area than it would be required to restore, repair or rebuild under Section XIII-D.

7. So as not to substantially change, modify or alter in any manner or to any extent whatever the non-mall exterior of the Developer Stores, without the prior approval of each Major.

8. So as to Operate the Developer Improvements within the confines of the Shopping Center site as depicted on Exhibit B, and not to withdraw any land from the Developer Tract without the prior approval of each Major.

9. So as to provide heating, cooling and ventilation for the Enclosed Mall and to maintain the air conditioning system therein at all times when the retail operations on the Developer

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Tract or the Tract of any Major are open for business, and in such manner so that the temperature and humidity throughout the Enclosed Mall is at a reasonably comfortable level and in accordance with the provisions of Section IV-E-8 of this REA.

10. So as to require tenants occupying space within Developer Stores to pay their shares of Common Area Maintenance Cost and Enclosed Mall Maintenance Expense.

11. So as not to permit, within the Developer Stores, service facilities (facilities not devoted to the sale of merchandise) having aggregate Floor Area in excess of seven percent (7%) of the Initial Planned Floor Area of the Developer Stores. Service facilities shall not be deemed to include restaurants or food operations.

C. COMPOSITION. Developer recognizes that it is its responsibility to attain a proper mixture and balance of tenants in the Developer Stores. Developer further acknowledges that in order to assure the maximum flow of pedestrian traffic between each respective Major and the Occupants of the Developer Stores, substantial variations of use may be required in the areas close to each Major, and that each Major may have a preference for particular categories of tenants to be located in the area fronting on its respective Court. Each Major having any such preference shall communicate such fact in writing to Developer. Developer agrees to use its best efforts to accommodate the reasonable desires of each

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Major as so communicated to Developer. Each Major shall have a right of approval as respects the mix of the prospective Occupants of Floor Area within one hundred feet (100') of the Enclosed Mall entrance of the Store of such Major on each level of the Enclosed Mall, so as to maintain a balanced and diversified grouping of retail stores, merchandise and services. Developer agrees that any agreement by which any Person becomes an Occupant shall be subject to the REA and shall contain provisions which will enable the Developer to enforce at least the following provisions of the REA:

1. Requiring the Occupants to comply with the standards of maintenance, management and control adopted in accordance with Section XIX.

2. Requiring the Occupants to comply with Section XVIII of this REA.

It is expressly recognized by the Parties that there may be separate agreements between Developer and one or more of the Majors with respect to the mix of prospective Occupants referred to in this Article XX-C. The rights and obligations of each such Major in respect of such composition shall be as provided in its separate agreement.

D. DDA AND PARKING LEASE. The Developer covenants with the Parties that Developer shall perform or shall cause the performance of each of Developer's obligations and covenants under the DDA and the Parking Lease.

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E. OPERATION COVENANTS OF WOODBURY. Woodbury covenants and agrees, subject to the provisions of Sections XIII, XV, XVI and XXX-N of this REA, and subject to the other provisions of this Section, that, so long as (i) at least one (1) Major is operating, and (ii) the Developer is Operating the Enclosed Mall, or that portion thereof located between and abutting the facades of the Woodbury Stores and Buildings A and D, as shown on Exhibit B, and in addition, Developer is operating at least those portions of Developer Stores labelled on Exhibit B as Buildings A and D, Woodbury will manage and Operate, or cause to be managed or Operated, the Woodbury Stores, in the following manner:

1. As a complex of retail stores and commercial enterprises which is a part of a first-class regional shopping center development with a multi-level Enclosed Mall and other related Common Area facilities.

(2) Use its best efforts to:

(a) Have the Floor Area in the Woodbury Stores Operated in its entirety;

(b) Have at all times a proper mixture and balance of Occupants; and

(c) Maintain a quality of management and operation not less than that generally adhered to in other similar regional shopping centers in the State of Utah.

3. So as to have Floor Area in the Woodbury Stores of not less than the minimum

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Floor Area provided in Section VIII-A; provided, however, that Woodbury need not have more Floor Area than would be required at the time in question, under the applicable provisions of Section XIII-E.

4. In accordance with the rules and regulations prescribed in Exhibit E or as may be adopted by the Parties from time to time.

5. To open the Woodbury Stores when provided in Section VII-D and in no less than the Minimum Floor Area provided for in Section VIII-A hereof, and to use its best efforts to have all Floor Area open for business during the term of this REA. In no event shall Woodbury be required to have open for business more Floor Area than would be required to restore, repair or rebuild under Section XIII-E.

6. So as not to substantially change, modify or alter in any manner or to any extent whatever the exterior of the Woodbury Stores, without the prior approval of each Major, provided, however, this shall not apply to changes in the storefronts of the Occupants of Woodbury Stores.

7. So as to Operate the Woodbury Stores within the confines of the Shopping Center Site as depicted on Exhibit B, and not to withdraw any land from the Woodbury Tract without the prior approval of each Party.

Woodbury recognizes that it is its responsibility to attain a proper mixture and balance of tenants in the Woodbury Stores, taking into consideration the uses made

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by Developer and the mixture and balance of Occupants of the Developer Stores. Woodbury further acknowledges that Weinstocks may have a preference for particular categories of tenants to be located in the Woodbury Stores facing the Weinstocks Store. Weinstocks shall communicate any such preference to Woodbury, and Woodbury agrees to use its best efforts to accommodate the reasonable desires of Weinstocks. Woodbury agrees that any agreement by which any Person becomes an Occupant of the Woodbury Stores shall be subject to the REA and shall contain provisions which will enable Woodbury to enforce at least the following provisions of the REA:

1. Requiring the Occupants to comply with the standards of maintenance, management and control adopted in accordance with Section XIX.
2. Requiring the Occupants to comply with Section XVIII of this REA.

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SECTION XXI

COVENANTS OF MAJORS

A. OPERATION COVENANTS.

1. Weinstocks hereby covenants and agrees, subject to the provisions of Sections XIII, XV, XVI, and XXX-N, and subject to the other provisions of this Section, that it will open its Store on or before the date set forth for such opening in Section VII hereof (and provided Bon Marche is then Operating on its Tract), and that it will thereafter Operate, or cause to be Operated, the same under the trade name "Weinstocks" or under such other name as Weinstocks is doing business in a majority of its stores in regional shopping centers in the State of Utah, and in not less than the minimum number of square feet of Floor Area required under Section VIII hereof, for fifteen (15) consecutive years from the date upon which the first of Penney or Weinstocks shall first open for business and for the five (5) years immediately following the expiration of said fifteen (15) year period, Weinstocks covenants that if its Store is open for business, it shall be used as a department store (under any name) in accordance with the several provisions of this REA.

2. Bon Marche hereby covenants and agrees, subject to the provisions of Sections XIII, XV, XVI, and XXX-N, and subject to the other provisions of this Section, that it will continue to Operate in, or cause to be Operated, its Store on the Bon Marche Tract, under the trade name "Bon Marche," or such other name as Bon Marche is doing business in a

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majority of its Stores in regional shopping centers in the States of Utah and Idaho, and in not less than the minimum number of square feet of Floor Area required under Section VIII hereof, for fifteen (15) consecutive years from the date upon which the first of Penney or Weinstocks shall first open for business, and for the five (5) years immediately following the expiration of said fifteen (15) year period, Bon Marche covenants that if its Store is open for business, it shall be used as a department store (under any name) in accordance with the several provisions of this REA.

3. Penney hereby covenants and agrees, subject to the provisions of Sections XIII, XV, XVI, and XXX-N, and subject to the other provisions of this Section, that it will open its Store on or before the date set forth for such opening in Section VII hereof (and provided Bon Marche is then Operating on its Tract), and that it will thereafter Operate, or cause to be Operated, the same under the trade name of "Penney" (or "JCPenney") or under such other name as Penney is doing business in a majority of its Stores in regional shopping centers in the State of Utah, and in not less than the minimum number of square feet of Floor Area required under Section VIII hereof, for fifteen (15) consecutive years from the date upon which the first of Penney or Weinstocks shall first open for business and for the five (5) years immediately following the expiration of said fifteen (15) year period, Penney covenants that if its Store is open for business, it shall be used as a department store (under any name) in accordance with the several provisions of this REA.

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4. Nordstrom hereby covenants and agrees, subject to the provisions of Sections XIII, XV, XVI, and XXX-N, and subject to the other provisions of this Section, that it will open its Store on or before the date set forth for such opening in Section VII hereof, and that it will thereafter Operate, or cause to be Operated, the same under the trade name of "Nordstrom" or under such other name as Nordstrom, is doing business in a majority of its major Stores in regional shopping centers in the State of Utah, and in not less than the minimum number of square feet of Floor Area required under Section VIII hereof, for fifteen (15) consecutive years from the date upon which the first of Penney, Weinstocks or Nordstrom shall first open for business, and for the five (5) years immediately following the expiration of said fifteen (15) year period, Nordstrom covenants that if its store is open for business, it shall be used as a department store (under any name) in accordance with the several provisions of this REA.

5. The hours of business, the number and types of departments to be Operated in each such Major's Store, the particular contents, wares and merchandise to be offered for sale and the services to be rendered, the methods and extent of merchandising and storage thereof, and the manner of Operating such Store in every respect whatsoever shall be within the sole and absolute discretion of each such respective Major. The Majors may each Operate a department or departments in their respective Stores, through licensees, tenants and/or concessionaires.

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B. RELEASE FROM OBLIGATIONS. A Major shall be released from the performance of its obligations contained in Section XXI-A in the event of any of the following:

(1) If the Developer ceases to comply with the provisions of Sections XX-B-1, -2, -4, -6, -9 or -11 or XX-C hereof, provided, however, that Developer shall have sixty (60) days after written notice to cure any such default, or if such default cannot be cured within sixty (60) days, to diligently commence curing within such time, and diligently cure same within a reasonable time thereafter;

(2) If two (2) of the other Majors cease to comply with the provisions contained in Section XXI-A above;

(3) If the Developer ceases to have Occupied at least 150,000 square feet of Floor Area of Developer Stores; provided, however, that Developer shall have twelve (12) months after the written notice of such default to cure the same. Such default shall be conclusively deemed to have been cured if during said twelve (12) month period Developer shall have entered into bona fide leases which require the opening for business of Floor Area of Developer Stores sufficient to increase the occupancy of Developer Stores to more than 150,000 square feet of Floor Area, which bona fide leases shall provide for the actual commencement of occupancy of Floor Area by the Occupant within said twelve (12) month period;  
or

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(4) If (i) two (2) of the other Majors (other than Penney), or (ii) one Major (other than Penney) and Penney Landlord shall be released from the performance of their obligations under Section XIII-F pursuant to the provisions of Section XV-B and such two Persons elect not to restore their respective Stores under Section XIII-F.

Any dispute as to the failure of performance and/or due diligence respecting the curing of a default, or what constitutes a reasonable time for the curing of default, shall be subject to the provisions of Section XXIII hereof.

If any Major shall cease Operation pursuant to the provisions hereof, it shall not be required to thereafter continue in business or to reinstitute such business, notwithstanding the subsequent curing of any default referred to herein.

C. SUBORDINATION TO LIEN. The covenants contained in Section XXI-A are subordinated to the lien of any Mortgage recorded against the Tract which is burdened by such covenant (including, but not by way of limitation, any blanket Mortgage which may cover any other property or properties of such Party, whether owned in fee or as a leasehold, in addition to the property interest or interests previously referred to in this sentence), to the end that a purchaser or purchasers in any foreclosure proceedings, or pursuant to any exercise of power of sale, or any grantee under a deed in lieu of foreclosure, and all successors to or through any such purchaser or purchasers, or to or through any such grantee, shall take free and

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clear of the covenant. Each Party covenants and agrees to execute and deliver to the others, upon request therefor, such instruments, in recordable form, as shall at any time and from time to time be required (the form of which shall be in the sole and absolute judgment of counsel for such Party) in order to confirm or effect any such subordination as referred to in the preceding sentence. Except as permitted in Section I-EE and Section XXI-B hereof, nothing herein contained shall be deemed to relieve the Majors or their guarantors of their obligations for the Operating covenants set forth in Section XXI-A.

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SECTION XXII

TAXES AND ASSESSMENTS

A. PAYMENT. Except as same may be included as a portion of Common Area Maintenance Cost, each Party (excluding Penney), Bon Marche Landlord, Penney Landlord and Agency shall pay, or cause to be paid, prior to delinquency, all taxes and assessments upon its Tract, and the buildings and improvements and personalty owned or leased by such Party, Bon Marche Landlord, Penney Landlord or the Agency located in the Center, provided that if said taxes or assessments, or any portion thereof, may be paid in installments, any such Party, Bon Marche Landlord, Penney Landlord or the Agency may pay each such installment as and when the same becomes due and payable. Each such Party, Bon Marche Landlord, Penney Landlord and Agency shall, upon the request of any other Party, Bon Marche Landlord, Penney Landlord or Agency, exhibit to such other Party, Bon Marche Landlord, Penney Landlord or Agency for examination, receipts for all said taxes and assessments required to be paid by such Party, Bon Marche Landlord, Penney Landlord or Agency pursuant to this Section XXII.

B. CONTEST. If any Party, Bon Marche Landlord, Penney Landlord or Agency shall deem said taxes and/or assessments, or any part thereof, to be paid by such Party, Bon Marche Landlord, Penney Landlord or Agency, to be excessive or illegal, such Party, Bon Marche Landlord, Penney Landlord or Agency shall have the right to contest the same at its own cost and expense, and shall have the further right to defer payment thereof so long as the validity or the amount thereof is con-

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tested in good faith; provided, however, that if at any time payment of the whole or any part thereof shall be necessary in order to prevent the sale of the property subject to a lien for any such unpaid tax or assessment, then the contesting Party, Bon Marche Landlord, Penney Landlord or Agency shall pay or cause same to be paid in time to prevent such sale. Any such payment may be paid under protest.

C. NON-PAYMENT OF TAXES. In the event any Party, Bon Marche Landlord, Penney Landlord or Agency shall fail to comply with its covenant as set forth in this Section XXII, any other Party, Bon Marche Landlord, Penney Landlord or Agency may pay such taxes and penalties and interest thereon, and shall be entitled to prompt reimbursement from the defaulting Party, Bon Marche Landlord, Penney Landlord or Agency for the sums so expended, with interest thereon as provided in Section XXX-L hereof.

D. TAX OF INTEREST IN PARKING FACILITIES. In the event that during the term of this REA any taxes shall be levied, assessed or imposed on a Party's Tract on the basis that such Party, Bon Marche Landlord or Penney Landlord has a taxable possessory or similar interest in the Agency Tract, including the Parking Structure, any Party, Bon Marche Landlord or Penney Landlord whose Tract is so taxed shall furnish to Operator evidence of such fact and of the amount of the taxes attributable to the possessory or similar interest so taxed. Operator shall then determine the aggregate possessory interest tax and shall allocate the same among Developer, Woodbury, Nordstrom, Weinstocks, Bon Marche Landlord and Penney Landlord in the same proportions as the respective

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Allocable Shares of Common Area Maintenance Cost attributable to their respective Tracts. Operator shall promptly notify such Parties, Bon Marche Landlord or Penney Landlord of the amount, if any, which is payable by any of them to one of the other of them, and of the amount, if any, to be received by any of them, identifying the respective Persons by whom such amounts are to be paid and to whom the same are to be paid in order to achieve the adjustments hereinabove provided for. The amounts required to be paid pursuant to the provisions hereof shall be so paid within thirty (30) days after receipt of such notification from Operator, except that the same need not be paid more than fifteen (15) days prior to delinquency thereof. Operator shall have a lien upon the respective Tracts or interest of such Parties, Bon Marche Landlord, or Penney Landlord, to secure the payment by such Parties, Bon Marche Landlord and Penney Landlord of amounts payable pursuant to this Subparagraph D provided, however, that any such lien shall be subordinate to the lien of any first Mortgage encumbering such Party's, or Penney Landlord's, or Bon Marche Landlord's right, title and interest in its respective Tract, or any portion thereof and/or the improvements located thereon, or leasehold interest therein and in the case of Penney be subordinate to the leasehold interest of Penney in the Penney Tract. It is expressly understood that there may be separate agreements between Developer and each Major, and between Developer and Woodbury, with respect to tax payments and obligations, and in the event of any conflict between the

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obligations of a Major, or Woodbury, as set forth in this REA and as set forth in such separate agreement, the provisions of the separate agreement shall control, as between such Parties.

E. ASSESSMENT BENEFITING SHOPPING CENTER.

Anything in Section XXII-A to the contrary notwithstanding, in the event an assessment is levied against one or more Tracts that is of general benefit to the Shopping Center as a whole as opposed to a special benefit to the Tract or Tracts levied against, such assessment shall be prorated among Developer, Woodbury, Nordstrom, Weinstocks, Bon Marche Landlord and Penney Landlord on the same basis as the Allocable Share of each Party is computed, as though the Tracts of all Parties were being maintained by one Operator. It is expressly understood that there may be separate agreements between Developer and each Major, and between Developer and Woodbury, with respect to assessments and obligations, and in the event of any conflict between the obligations of a Major, or Woodbury, as set forth in this REA and as set forth in such separate agreement, the provisions of the separate agreement shall control, as between such Parties.

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SECTION XXIII

ARBITRATION

A. DISPUTES COVERED. Any dispute involving Sections IV, V, VI, XIII and XVI, including those arising from lack of approval, controversies or disagreements between the Parties, Bon Marche Landlord, or Penney Landlord arising from the interpretation or application of this REA, and any matters in this REA which contain specific provisions therefor, shall be resolved by arbitration in the manner provided in the following Section XXIII-B; provided, however, that any Person may seek injunctive relief without first submitting a controversy to arbitration. This Section shall not apply to the Agency.

B. ARCHITECTURAL OBJECTION-MEETING TIMES. Any Party may request a meeting to be attended by all Parties for the purpose of resolving any dispute arising under Sections IV-A, V and VI or the reconstruction provisions of Section XIII and XVI of this REA. If the matter is not resolved at such meeting, or the meeting is not held, any Party may within thirty (30) days from the date set for such meeting file a written request to resolve such dispute by arbitration. Within ten (10) days from the date of receipt of such notice, a panel of three (3) neutral arbitrators shall be selected in accordance with the rules of the American Arbitration Association and shall resolve the dispute in accordance with such rules.

Promptly after such appointment, said arbitrators shall meet and determine the matter in dispute and shall resolve the same and all questions pertaining thereto as

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promptly thereafter as is reasonably practical under the circumstances. A majority decision shall be final at any stage of the proceeding. In any arbitration proceeding pursuant to this Section XXIII arbitrators having substantial experience in shopping center design and development shall be selected as arbitrators. Each Party shall bear its pro rata share of the expenses of such proceeding (in the same ratio as Allocable Shares).

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SECTION XXIV

ATTORNEYS' FEES

In the event at any time during the term of this REA any Party, Bon Marche Landlord, Penney Landlord or the Agency shall institute any action or proceeding against another or others of them relating to the provisions of this REA or any default thereunder, then, and in that event, the unsuccessful litigant in such action or proceeding agrees to reimburse the successful litigant therein for the reasonable expenses of attorneys' fees and disbursements incurred therein by the successful litigant.

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SECTION XXV

NOTICES

A. NOTICE TO PARTIES AND SIGNATORIES. Any notice, demand, request, consent, approval, designation, or other communication which any Party or signatory hereto is required or desires to give or make or communicate to any other Party or signatory hereto shall be in writing and shall be given or made or communicated by United States registered or certified mail, addressed, in the case of Developer and Penney Landlord, to:

OGDEN CITY MALL COMPANY  
 c/o ERNEST W. HAHN, INC.  
 200 Continental Boulevard  
 El Segundo, California 90245  
 Attention: Development Division

with a copy to:

BARRETT, COLLINS, GLEASON  
 & KINNEY  
 1150 Union Bank Tower  
 Del Amo Financial Center  
 21515 Hawthorne Boulevard  
 Torrance, California 90503

and addressed, in the case of Bon Marche to:

ALLIED STORES CORPORATION  
 1114 Avenue of the Americas  
 New York, New York 10036  
 Attention: Real Estate Department

with a copy to:

THE BON MARCHE  
 Washington Boulevard  
 Ogden, Utah 84401  
 Attention: Managing Director

and addressed in the case of Bon Marche Landlord, to:

ALSTORES REALTY CORPORATION  
 1114 Avenue of the Americas  
 New York, New York, 10036

and addressed, in the case of Penney, to:

J. C. PENNEY COMPANY, INC.  
 1301 Avenue of the Americas  
 New York, New York 10019  
 Attention: Real Estate Counsel

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with a copy to:

J. C. PENNEY COMPANY, INC.  
P. O. Box 2405  
Dallas, Texas 75221  
Attention: Real Estate Counsel

and addressed, in the case of Weinstocks, to:

CARTER HAWLEY HALE STORES, INC.  
550 South Flower Street  
Los Angeles, California 90017  
Attention: Vice-President, Real Estate-Legal

with a copy to:

WEINSTOCKS  
12th and K Street  
Sacramento, California  
Attention: Chairman

and addressed, in the case of Nordstrom, to:

NORDSTROM, INC.  
1501 Fifth Avenue  
Seattle, Washington 98101  
Attention: President

and addressed, in the case of the Agency, to:

OGDEN NEIGHBORHOOD DEVELOPMENT AGENCY  
2650 Washington Boulevard  
Suite 212  
Ogden, Utah 84401

with a copy to:

OGDEN CITY CORPORATION COUNSEL  
Municipal Building  
P.O. Box 9699  
Ogden, Utah 84409

and addressed, in the case of the Woodbury to:

DOWNTOWN PROPERTIES, INC.  
115 East South Temple  
Salt Lake City, Utah 84111

with a copy to:

WOODBURY CORPORATION  
115 East South Temple  
Salt Lake City, Utah 84111

subject to the right of any signatory to designate a  
different address by notice similarly given. Any notice,

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demand, request, consent, approval, designation, including any duplicate original, or other communication so sent shall be deemed to have been given, made or communicated, as the case may be, on the date the same was delivered by the United States mail as registered or certified matter, with postage thereon fully prepaid.

B. MORTGAGEE NOTICE. The Mortgagee under any Mortgage affecting any Tract shall be entitled to receive notice of any default by any Party, Bon Marche Landlord, Penney Landlord or by the Agency, provided that such Mortgagee shall have delivered a copy of a notice in the form herein provided to each Party, Bon Marche Landlord, Penney Landlord and to the Agency. The form of such notice shall be as follows:

The undersigned, whose address is

\_\_\_\_\_ does hereby certify that it is a Mortgagee of a tract of land, or alternatively, the Mortgagee of a leasehold estate, described on Exhibit A attached hereto and made a part hereof, and being the tract of (Party) in the Ogden City Mall Shopping Center. In the event that any notice shall be given of the default of the Party (or Bon Marche Landlord or Penney Landlord) upon whose Tract this lien applies, a copy thereof shall be delivered to the undersigned who shall have all rights of such Party (or Bon Marche Landlord or Penney Landlord) to cure such default. Failure to deliver a copy of such notice to the undersigned shall affect in no way the validity of the notice of default as it respects such Party (or Bon Marche Landlord or Penney Landlord), but shall make the same invalid as it respects the interest of the undersigned and its lien upon said Property.

Any such notice to a Mortgagee shall be given in the same manner as provided in Section XXV-A hereof. The

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giving of any notice of default or the failure to deliver a copy to any Mortgagee shall in no event create any liability on the part of the Person so declaring a default.

In the event that any notice shall be given of the default of a Party, Bon Marche Landlord or Penney Landlord and such defaulting Party, Bon Marche Landlord or Penney Landlord has failed to cure or commence to cure such default as provided in the REA, then and in that event any such Mortgagee under any Mortgage affecting the Tract of the defaulting Party, Bon Marche Landlord or Penney Landlord shall be entitled to receive an additional notice given in the manner provided in Section XXV-A hereof, that the defaulting party, Bon Marche Landlord or Penney Landlord has failed to cure such default and such Mortgagee shall, except for a failure to cure within the time requirements of Section XXI-B-3, have thirty (30) days after the receipt of said additional notice to cure any such default, or, if such default cannot be cured within thirty (30) days, to diligently commence curing within such time and diligently cure within a reasonable time thereafter.

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SECTION XXVI

AMENDMENT; NO BENEFICIARY

A. METHOD OF AMENDMENT. Except as provided in Section XXVI-B, and except for the separate agreements referred to in Sections I-E, I-K, VI-A and X hereof, the provisions of this REA may be modified or amended, in whole or in part, only with the consent of all of the Parties, by declaration in writing, executed and acknowledged by all of same, duly recorded in the Office of the County Recorder of the County of Weber, State of Utah.

B. NO THIRD PARTY BENEFICIARY. Except for the provisions of this REA which are expressly stated to be for the benefit of a Mortgagee and the provisions of Sections X-F and X-H which are for the benefit of Operator, the provisions of this REA are for the exclusive benefit of the Parties, Bon Marche Landlord, Penney Landlord and the Agency, and of their successors and assigns, and not for the benefit of any third Person, nor shall this REA be deemed to have conferred any rights, express or implied, upon any third Person. It is expressly understood and agreed that no modification or amendment, in whole or in part, of this REA shall require any consent or approval on the part of any Occupant other than as provided in this Section, and that no increase in the obligations of and no reduction of the rights of Penney Landlord shall be made without first obtaining the consent of Penney Landlord, and no increase in the obligations of and no reduction of the rights of Bon

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Marche Landlord shall be made without first obtaining the consent of Bon Marche Landlord, and that no election or exercise of an option, made by Bon Marche and/or Bon Marche Landlord shall be valid or effective, without the written consent of the Mortgagee of the Bon Marche Tract, if such option or election shall have, as its purpose or effect, the termination of this REA, in whole or in part, and no amendments to this REA, except to Sections VIII, X-A, XIV, XVIII, XX-A, XX-B, XX-C, XX-E, XXI-A, XXI-B and XXIII, shall be made without first obtaining the consent of the Agency. A copy of any such amendment made without the necessity of obtaining the consent of any of such Persons shall be mailed to each of such Persons.

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## SECTION XXVII

TERMINATION OF REA

A. Except as provided to the contrary in Section III hereof, this REA shall terminate ninety-nine (99) years from the date hereof, unless sooner terminated under the provisions of Section XVI, or shall terminate after sixty (60) years from the date hereof by act of the Parties as hereinafter set forth:

1. At such time as there is less than seventy-five percent (75%) of the Initial Planned Floor Area being Operated, in the aggregate, on the Tracts of all Parties, other than the Tract of the Party so desiring to terminate this REA, a Party may give notice to all other Parties of its desire to so terminate this REA as respects such Party. The notice provided for herein shall be given at least two (2) years prior to the proposed effective date of such termination and shall specify on its face the effective date thereof. Such notice may be given at any time subsequent to the fifty-eighth (58th) year of the term hereof when the conditions set forth in this Section XXVII-A shall occur. Notice herein required to be given shall be prepared in recordable form, and shall be recorded prior to the date on which it is served on all Parties and the recordation data shall show on the copies so served. Any termination pursuant to this Section XXVII-A shall be effective only as respects the Tract of the Party

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so terminating, and shall terminate all of such Party's rights and obligations under this REA. If a Party elects to terminate this REA as to its Tract pursuant to this paragraph, any other Party may terminate the REA as to its Tract, effective as of the effective date specified in the notice given by the first Party, by giving notice in the manner provided herein at least sixty (60) days prior to such effective date.

2. If, at any time subsequent to the end of the sixtieth (60th) year of the term of this REA, less than fifty percent (50%) of the aggregate Initial Planned Floor Area of the Shopping Center is being Operated, this REA may be terminated in its entirety by any Party upon giving notice to all other Parties in the same manner as provided in Subparagraph 1 above; provided, however, that the effective date of such notice may be at any time more than sixty (60) days subsequent to the date of the giving of such notice.

B. In the event this REA would otherwise terminate prior to the expiration of ninety-nine (99) years, as provided in Subsection A above, and at such time any Party is open for business in at least 50,000 square feet of Floor Area on its Tract, then and in that event such Party's easements as provided for in this REA on, over, under and across the adjacent Tracts, shall not terminate prior to ninety-nine (99) years from the

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date of the REA, unless the Party so open for business in such Floor Area shall have been granted (i) an easement for ingress and egress for pedestrian traffic to and from the entrances to its Store on both levels (if a determination in good faith is made by such Party that entrances on both levels are required to satisfactorily service the Floor Area on such Tract) of the Enclosed Mall; (ii) if the Parking Lease is still in effect, an easement for ingress and egress for the passage of vehicles and pedestrians to and from the Parking Structure; (iii) an easement for the parking of motor vehicles in the Automobile Parking Area to satisfy the requirements of the parking ratio set forth in Section IV-B-1(d); and (iv) an easement for access, ingress and egress between public streets and the existing receiving and shipping areas on such Tract, for truck traffic, and for truck loading and off-loading. The easement granted pursuant to subsection (i) in the foregoing sentence shall be limited to the minimum as may be required by law. It is the intent hereof that the easement for ingress and egress shall be limited to that legally necessary to permit ingress and egress from the Automobile Parking Area to the buildings on the Tract of the Party so open for business to the entrances on its Tract line and the public streets, and if ingress and egress across the Tract line of such Party is not required by law, no easement shall be deemed or required to be granted. This easement to be granted shall continue until such Floor Area is no longer open for business, or ninety-nine (99) years from

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the date of this REA, whichever shall first occur.  
The easements granted pursuant to subsections (ii), (iii)  
and (iv) shall remain in effect only as long as the grantee  
pays to the Operator or grantor, as the case may be, its  
Allocable Share of Common Area Maintenance Cost.

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SECTION XXVIII

DEDICATION

A. JOINDER IN NECESSARY DEDICATIONS. The Parties, Bon Marche Landlord, Penney Landlord, and the Agency shall each, to the extent necessary, join in the execution of such instruments as may be required in order to effectuate widenings of peripheral streets or the installation of public utilities and similar easements under and across portions of their respective Tracts.

B. LIMITATIONS. No Person shall dedicate any portion of its Tract, except as provided in A above, for public purposes.

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SECTION XXIX

LIENS

Wherever any Party, Bon Marche Landlord or Penney Landlord performs any work upon the Tract of another Party, it is expressly understood and agreed that such Party, Bon Marche Landlord or Penney Landlord will not permit any mechanics' or materialmen's or other similar liens to stand against the Tract upon which such labor or material has been furnished in connection with any such work performed by any such Party, Bon Marche Landlord or Penney Landlord. Such Party, Bon Marche Landlord or Penney Landlord may make whatever payment is necessary to remove said lien, or bond and contest the validity of any such lien, but upon final determination of the validity and the amount thereof, such Party, Bon Marche Landlord or Penney Landlord shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released at such Party's, Bon Marche Landlord's or Penney Landlord's expense. Notwithstanding anything herein contained to the contrary, the foregoing does not allow any Party, Bon Marche Landlord or Penney Landlord to do anything on the Tract of another Party that is not otherwise allowed to be done in this REA.

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SECTION XXX  
MISCELLANEOUS

A. BREACH SHALL NOT DEFEAT MORTGAGE. A breach of any of the terms, conditions, covenants, or restrictions of this REA shall not defeat or render invalid the lien of any Mortgage made in good faith and for value, but such term, condition, covenant or restriction shall be binding upon and effective against any of the Parties whose title to said property or any portion thereof is acquired by foreclosure, trustee's sale or otherwise.

B. BREACH SHALL NOT PERMIT TERMINATION. It is expressly agreed that no breach of this REA shall entitle any Party or signatory hereto to cancel, or rescind or otherwise terminate this REA, but such limitation shall not affect, in any manner, any other right or remedies which the Parties and signatories may have hereunder by reason of any breach of this REA.

C. CAPTIONS. The captions of the paragraphs of this REA are for convenience only and shall not be considered nor referred to in resolving questions of interpretation and construction.

D. CONSENT. In any instance in which any Party or signatory to this REA shall be requested to consent to or approve of any matter with respect to which Party's or signatory's consent or approval is required by any of the provisions of this REA, such consent or approval shall be given in writing, and shall not be unreasonably withheld, unless the provisions

Sec. XXX-A, B, C, D

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of this REA with respect to a particular consent or approval shall expressly provide that the same shall be given or refused in the sole and absolute judgment of any Party. Requests for consent shall be subject to the provisions of Section XXX-R.

E. NON-DISCRIMINATION. No Party nor the Agency shall restrict the rental, sale or lease of their respective Tracts on the basis of sex, race, color, religion, ancestry or national origin of any person. All deeds, leases or contracts executed subsequent to the date hereof, pertaining to the Tracts shall contain or be subject to substantially the non-discrimination or non-segregation clauses contained in the DDA.

In executing this REA, the Parties and the Agency agree that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, marital status, sex, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Shopping Center Site, nor shall any transferee himself or any Person claiming under or through him establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees of the Shopping Center Site.

F. ESTOPPEL CERTIFICATE.

1. Each Party and signatory hereto hereby severally covenants that upon written request of any

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other Party, it will issue to such other Party, or to any Mortgagee, or any other Person specified by such requesting Party, an estoppel certificate stating: (i) whether the Party or signatory to whom the request has been directed knows of any default under the REA, and if there are known defaults, specifying the nature thereof; (ii) whether to its knowledge the REA has been assigned, modified or amended in any way (or if it has, then stating the nature thereof); (iii) that to the Party's or signatory's knowledge the REA as of that date is in full force and effect.

Such statement shall act as a waiver of any claim by the Party furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement. However, such statement shall in no event subject the Party furnishing it to any liability whatsoever, notwithstanding the negligence or other inadvertent failure of such Party to disclose correct and/or relevant information.

2. The Agency agrees that upon written request of any Party it will promptly issue to such Party or to any Mortgagee, or any other Person specified by such requesting Party an estoppel certificate stating:

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(i) whether the Agency knows of any defaults under the Parking Lease, and if there are known defaults, specifying the nature thereof; (ii) whether to its knowledge the Parking Lease has been assigned, modified or amended in any way, and if it has, stating the nature thereof; (iii) that to the Agency's knowledge the Parking Lease as of that date is in full force and effect.

G. GOVERNING LAWS. This REA shall be construed in accordance with the laws of the State of Utah.

H. INJUNCTIVE RELIEF. In the event of any violation or threatened violation by any Party, signatory, lessee or Occupant of any part of the Center of any of the terms, restrictions, covenants and conditions herein provided, any of the Parties or signatories shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. Prior to the commencement of any such action, at least five (5) days' written notice of such violation shall be given to the other Party or other Person responsible therefor.

I. NO AMENDMENT TO DDA, PARKING LEASE OR REDEVELOPMENT PLAN. Developer and Agency covenant that they will not enter into any agreement amending the DDA, Parking Lease, or the Redevelopment Plan as it applies to the Shopping Center, without the prior written consent of the Parties. A copy of each such amendment shall be delivered to each of the Majors.

J. NO PARTNERSHIP. Neither anything in this REA contained (except as specifically provided

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in Section X) nor any acts of the Parties, Bon Marche Landlord, Penney Landlord or of the Agency shall be deemed or construed by any Person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between any of the Parties, Bon Marche Landlord, Penney Landlord or the Agency.

K. NOT A PUBLIC DEDICATION. Except as provided in the Parking Lease nothing herein contained shall be deemed to be a gift or dedication of any portion of the Center to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this REA shall be strictly limited to and for the purposes herein expressed.

L. PAYMENT ON DEFAULT. If pursuant to this REA any Person is compelled or elects to pay any sum of money or do any acts which require the payment of money by reason of the failure or inability by any other Person to perform any of the terms and provisions in this REA to be performed by such other Person, the defaulting Person shall promptly upon demand, reimburse the paying Person for such sums, and all such sums shall bear interest at the rate of one percent (1%) over the then existing prime rate of interest charged by the Bank of America National Trust and Savings Association, San Francisco, California (but in no event exceeding the maximum rate permitted by law) from the date of expenditure until the date of such reimbursement. Any other sums payable by any Party, Penney Landlord or the Agency to any other of such Persons pursuant

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to the terms and provisions of this REA that shall not be paid when due shall bear interest at the rate of one percent (1%) over the then existing prime rate of interest charged by said banking institution (but in no event exceeding the maximum rate permitted by law) from the due date to the date of payment hereof.

If repayment shall not be made within ten (10) days after such demand is made, the Person having so paid shall have the right to deduct the amount thereof, together with interest as aforesaid, without liability or forfeiture, from any sums then due or thereafter becoming due from it to the defaulting Person hereunder.

Any deduction made by any Person pursuant to the provisions of this Section from any sums due or payable by it hereunder shall not constitute a default in the payment thereof unless such Person fails to pay the amount of such deduction to the Person to whom the sum is owing within thirty (30) days after final adjudication that such amount is owing. The option given in this Section is for the sole protection of the Person so paying and its existence shall not release the defaulting Person from the obligation to perform the terms, provisions, covenants and conditions herein provided to be performed thereby or deprive the Person so paying of any legal rights which it may have by reason of any such default.

M. PERFORMANCE OF OPERATOR AND DEVELOPER COVENANTS. If Operator shall fail to perform any of the covenants to be performed by Operator pursuant to this REA, and/or if Developer shall fail to perform any of its

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covenants pursuant to the DDA and/or the Parking Lease, and if any such failure relates to a matter which in the judgment of any Party, reasonably exercised, is of an emergency nature, and such failure shall remain uncured for a period of forty-eight (48) hours, or such shorter period as is reasonably required by the emergency, after service upon the Operator and/or Developer, as the case may be, of notice of such failure, then the Party giving such notice may, at its option, and in its sole discretion, as to the necessity therefor, perform any such covenant, or make any such payment as Operator's and/or Developer's attorney-in-fact. No Party by reason of so doing shall be liable or responsible for any loss or damage thereby sustained by Operator and/or Developer or anyone holding under Operator and/or Developer.

N. RELEASE. Subject to the provisions of this Section XXX-N, if a Party or other signatory hereto shall sell, transfer or assign its Tract or its interest therein, it shall, except as provided in this Section or in Section I-T, be released from all unaccrued obligations hereunder as of the date of such sale, transfer or assignment. It shall be a condition precedent to the release and discharge of any grantor or assignor that any and all amounts which shall then be due and payable by such grantor or assignor to any Party or other signatory to this REA shall have been paid to such Party or other signatory. Such grantor or assignor shall give notice to the Parties and other signatories to this REA of any such sale, transfer, conveyance

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or assignment concurrently with the filing for record of the instrument effecting the same.

Anything in this REA to the contrary notwithstanding, it is expressly understood and agreed that nothing in this REA shall preclude or constitute a condition precedent to a release in any of the following circumstances:

1. The release from all unaccrued obligations under this REA of a lessee in a sale and leaseback transaction or of a sublessee in an assignment or sublease and sublease transaction, upon the termination or expiration of the leaseback; or

2. The release from all unaccrued obligations under this REA of any Mortgagee which shall have acquired title through foreclosure, upon sale, transfer, conveyance or assignment of its title or interest; or

3. The release from all unaccrued obligations under this REA of any leaseback lessor (or sublessor) which shall have acquired possession through termination or expiration of the leaseback, upon the sale, transfer, conveyance or assignment of its title or interest.

In the event of any termination or expiration of the interest of the leaseback lessee or any surrender thereof to the leaseback lessor or any nominee of the leaseback lessor which shall hold said interest

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for the benefit of such leaseback lessor, the leaseback lessor and its successors and assigns shall (notwithstanding any language in the leaseback document or any other instrument, or in any instrument of surrender, preventing the merger of title in said leaseback lessor and notwithstanding the fact that such surrender may be made to such a nominee of the leaseback lessor) be liable for the performance of the thereafter accruing obligations under and pertaining to the terms of this REA, except that said leaseback lessor shall have the right to have the covenants of the Majors contained in Section XXI-A subordinated to its interest as provided in Section XXI-B with respect to a Mortgage.

Anything in this Section XXX-N to the contrary notwithstanding, it is expressly understood and agreed that, except as permitted in Section I-EE hereof, in the event of any sale or assignment, no signatory to this REA shall be released from its obligations to construct improvements pursuant to the requirements of Sections V, VI or VII, nor from its covenants to open Floor Area pursuant to Section VII, nor shall any Major be released from its covenant to Operate pursuant to Section XXI of this REA.

O. SEVERABILITY. If any term, provision or condition contained in this REA shall, to any extent, be invalid or unenforceable, the remainder of this REA (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision and condition

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of this REA shall be valid and enforceable to the fullest extent permitted by law.

P. SINGULAR INCLUDES THE PLURAL. The use of the singular herein includes the plural and the use of neuter herein includes the masculine and/or feminine, as the context may require.

Q. SUCCESSORS. This REA shall, except as otherwise provided herein, be binding upon and inure to the benefit of the successors and assigns of the Parties and of the Agency.

R. TIME FOR APPROVAL. Wherever in this REA approval of any Party or signatory is required, and unless a different time limit is provided in any Section of this REA, such approval or disapproval shall be given within thirty (30) days following the receipt of the item to be so approved or disapproved, or the same shall be conclusively deemed to have been approved by such Party or signatory. Any disapproval shall specify with particularity the reasons therefor; provided, however, that wherever in this REA any Party is given the right to approve or disapprove in its sole and absolute discretion it may disapprove without specifying a reason therefor.

Any document submitted for the consent or approval of any Party or signatory shall contain a cover page prominently listing the date mailed, and if applicable, a statement to the effect that the document or the facts contained within such document shall be deemed approved or consented to by the recipient unless the recipient makes objection thereto within the time specified in such notice,

Sec. XXX-P, Q, R

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which shall be thirty (30) days unless this REA shall specify a different period.

Wherever in this REA provision is made for approval "by the Parties" such phrase shall mean the approval of all of the Parties to this REA.

S. TIME OF ESSENCE. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this REA.

T. WAIVER OF DEFAULT. No waiver of any default by any Party or signatory to this REA shall be implied from any omission by any other Party or signatory to take any action in respect of such default if such default continues or is repeated. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this REA shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this REA. The consent or approval by any such Party or signatory to or of any act or request by any other Party or signatory requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. The rights and remedies given to any Party or signatory by this REA shall be deemed to be cumulative and no one of such rights and remedies shall

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be exclusive of any of the others, or of any other right or remedy at law or in equity which any such Party or signatory might otherwise have by virtue of a default under this REA, and the exercise of one such right or remedy by any such Party or signatory shall not impair such Party's or signatory's standing to exercise any other right or remedy.

U. COMPLIANCE WITH DDA. The Agency hereby agrees that each of the terms, covenants and conditions contained in this REA are in conformity with and comply with the DDA. In approving and entering into this REA, the Agency has determined and found that the provisions hereof and its joining herein is necessary and desirable in order to implement the Redevelopment Plan and the DDA and that the provisions of this REA are consistent with the provisions of the Redevelopment Plan, the DDA, resolutions of the Agency authorizing the issuance of Agency Bonds, the Parking Lease, and other agreements heretofore entered into by the Agency to carry out the Redevelopment Project.

Notwithstanding any provision of this REA to the contrary, it is agreed between the Parties, Bon Marche Landlord, Penney Landlord and the Agency as follows:

1. The covenants of the Agency under this REA, whether affirmative or negative in nature, shall be binding on the Agency, and the obligations and covenants of the Parties, Bon Marche Landlord and Penney Landlord in favor of the Agency shall inure to the benefit of the Agency only so long as the

Sec. XXX-U



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Agency retains an interest in property subject to this REA and, only so long as the Agency is still in existence and is authorized to carry out such redevelopment activities with respect to the Center.

2. The obligations of the Agency hereunder shall be its sole and separate obligations and shall not constitute an obligation or indebtedness of the City of Ogden or of any other public agency whatsoever. Nothing in this REA shall be deemed to create a general obligation or indebtedness of the Agency in violation of any applicable constitutional or statutory provisions.

3. No member, official or employee of the Agency shall be personally liable to the Agency, any Party, Bon Marche Landlord, Penney Landlord, any Operator, or any successor in interest thereto, in the event of any default or breach by the Agency under this REA, or for any amount of money which may be due and payable hereunder.

4. Each and all of the covenants of the Agency herein, including those not to use, or permit the use of, any part of the Agency Tract contrary to the provisions of this REA, are intended to, and shall bind, each and every other Person having any fee, leasehold or other interest in any part of the Agency Tract, at any time and from time to time, derived through any Person which now or hereafter may comprise or are part of the term the "Agency" to the extent that such part of the Agency Tract is affected or bound by the

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covenants in question, or that such covenant is to be performed thereon, and shall inure to the benefit of each Party, Bon Marche Landlord and Fenney Landlord.

5. With respect to the various covenants (whether affirmative or negative) on the part of the Agency contained in this REA which affect, or bind, or are to be performed on portions of the Tract of any Party, as the case may be, the Tract benefited by such covenant shall, during the term of this REA be the dominant estate, and the Agency Tract (or if the particular covenant affects, binds, or is to be performed on less than the whole of the Agency Tract, then with respect to the particular covenant, such portion thereof, as is affected by, or bound by, the particular covenant, or on which the particular covenant is to be performed) shall during the term of this REA be the servient estate.

V. COVENANTS RUNNING WITH THE LAND. Each and all of the provisions of this REA to be performed on the part of Developer, the Agency, Woodbury and the Majors, respectively, and each and every covenant by Developer, the Agency, Woodbury and the Majors, respectively, not to use, or permit the use of any part of the Developer Tract, Agency Tract, Woodbury Tract, or Majors' Tracts, respectively, contrary to the provisions of this

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REA, are also intended to, and shall bind each and every Person which comprises or is a part of the terms "Developer", "Agency", "Woodbury", "Penney", "Nordstrom", "Weinstocks" and "Bon Marche", respectively, and each and every other Person having any fee, leasehold or other interest in any part of the Developer Tract, Agency Tract, Woodbury Tract, Penney Tract, Nordstrom Tract, Weinstocks Tract and Bon Marche Tract, respectively, at any time and from time to time derived through any Person now or hereafter comprised within the terms Developer, Agency, Woodbury, Penney, Nordstrom, Weinstocks and Bon Marche, respectively, to the extent that such part of any such Tract is affected or bound by the covenants in question or that such covenant is to be performed thereon, and such covenants (i) of Developer, shall inure to the benefit of each Party, and except for the provisions contained in Sections VIII, X-A, XIV, XVIII, XX-A, XX-B, XX-C and XXIII, shall inure to the benefit of the Agency; (ii) of the Agency, shall inure to the benefit of the Developer, Woodbury and each Major; (iii) of Woodbury shall inure to the benefit of each Party, and except for the provisions contained in Sections VIII, XIV, XVIII, XX-A, XX-E and XXIII, shall inure to the benefit of the Agency; and (iv) in the case of each Major, shall inure to the benefit of the other Parties, and, except for the provisions contained in Sections VIII, XIV, XVIII, XXI-A, XXI-B and XXIII shall inure to the benefit of the Agency.

W. DOMINANT AND SERVIENT ESTATES. With respect to the various covenants (whether affirmative or

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negative) on the part of Developer, and/or the Agency, and/or Woodbury, and/or Penney, and/or Nordstrom, and/or Weinstocks and/or Bon Marche, respectively, contained in this REA, which affect, or bind, or are to be performed on portions of the Tract of any Party, or the Agency, as the case may be, the Tract benefited by such covenant shall, during the term of this REA be the dominant estate, and the Tract so affected, or bound or on which the particular covenant is to be performed (or if the particular covenant affects, binds or is to be performed on less than the whole of such Tract, then with respect to the particular covenant, such portion thereof, as is affected by or bound by, the particular covenant, or on which the particular covenant is to be performed) shall during the term of this REA be the servient estate.

X. EFFECT OF REA ON PENNEY LEASE AND BON MARCHE LEASE. The Parties, Penney Landlord and Bon Marche Landlord, agree as follows:

1. That in the event of any inconsistency between the terms of the Bon Marche Lease and this REA, as between Bon Marche and Bon Marche Landlord only, the provisions of the Bon Marche Lease shall be controlling; and,

2. That in the event of any inconsistency between the terms of the Penney Lease and this REA, as between Penney and Penney Landlord only, the provisions of the Penney Lease shall be controlling.

This REA has been executed by the Parties, Bon Marche Landlord, Penney Landlord and the Agency as of the day and year first above written and shall

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7/24/80  
7/28/80  
7/29/80

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be effective only upon recording in Official Records of Weber County, Utah.

OGDEN CITY MALL COMPANY,  
a limited partnership

By ERNEST W. HAHN, INC.,  
a California corporation

By Stephen J. Burns  
By \_\_\_\_\_

"Developer"

OGDEN CITY MALL COMPANY,  
a limited partnership

By ERNEST W. HAHN, INC.,  
a California corporation

By Stephen J. Burns  
By \_\_\_\_\_

"Penney Landlord"

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

By At Amore  
Attest Cornelius Harvat

VICE PRESIDENT  
ASSI. SECRETARY

APPROVED  
25  
ATTORNEY

"Penney"

DOWNTOWN PROPERTIES, INC.,  
a Utah corporation

By Wallace Woodbury  
By Chin K. Woodbury

"Woodbury"

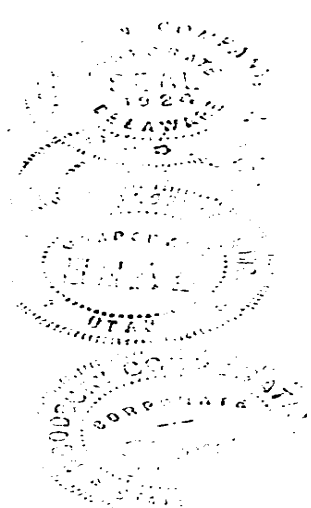
WOODBURY CORPORATION,  
a Utah corporation

By Wallace Woodbury  
By \_\_\_\_\_

CARTER HAWLEY HALE STORES, INC.,  
a California corporation

By Wallace Woodbury  
By J. Woodbury

"Weinstocks"



12/13/79  
7/28/80  
7/29/80

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ALLIED STORES CORPORATION,  
a Delaware corporation

By [Signature]  
By \_\_\_\_\_

"Bon Marche"

NORDSTROM, INC.,  
a Washington corporation

By [Signature]  
By [Signature]

"Nordstrom"

ALSTORES REALTY CORPORATION,  
a Delaware corporation

By [Signature]  
By [Signature]

"Bon Marche Landlord"

THE OGDEN NEIGHBORHOOD DEVELOPMENT  
AGENCY,  
a public body

By [Signature]  
By \_\_\_\_\_

"Agency"





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STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SS.

On Sept 5, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared Frank J. Zamboni, known to me to be the Vice President, and [Signature], known to me to be the [Signature] Secretary of ALLIED STORES CORPORATION, the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

[Signature]  
Notary Public

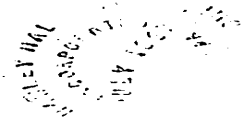
ROBERT E. STERN  
Notary Public, State of New York  
No. 30-01ST3839633  
Qualified in Nassau County  
Commission Expires March 30, 1981

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS.

On August 29, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared [Signature], known to me to be the Vice President, and [Signature], known to me to be the Corporate 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.

[Signature]  
Notary Public





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5/21/79

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STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SS.

On Sept 5 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT DEBERRY, known to me to be the Vice President, and Arthur J. Demas, known to me to be the Asst Secretary of ALSTORES REALTY CORPORATION, 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.

Robert E. Stern  
Notary Public

ROBERT E. STERN  
Notary Public, State of New York  
No. 30 0151339533  
Qualified in Nassau County  
Commission Expires March 30, 1981

STATE OF Washington )  
COUNTY OF King ) SS.

On Sept 12 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared John N Nordstrom, known to me to be the CO Chairman President, and Karen E. Pospisil, known to me to be the Secretary 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.

David G. Glens  
Notary Public



5/21/79  
9/10/80

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STATE OF Utah )  
COUNTY OF WEBER ) SS.

On September 11, 1980 before me, the undersigned, a Notary Public in and for said State, personally appeared A. Stephen Dirks, known to me to be the Chairman.

of THE OGDEN NEIGHBORHOOD DEVELOPMENT AGENCY, the public body that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the public body therein names, and acknowledged to me that such public body executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

*My Commission Expires - 4-17-82*  
STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS.  
Linda O. Phillips  
Notary Public residing at OGDEN, UTAH

On September 10, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared WALLACE R. WOODBURY, known to me to be the President of WOODBURY CORPORATION, a corporation, who executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Renee B. Worby  
Notary Public residing at Salt Lake City UT  
My Commission Expires: 7-2-83  
STATE OF UTAH )  
COUNTY OF SALT LAKE ) SS.

On September 10, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared WALLACE R. WOODBURY, known to me to be the Vice President and ORIN R. WOODBURY, known to me to be the Secretary of DOWNTOWN PROPERTIES, INC., a corporation, who executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

Renee B. Worby  
Notary Public residing at Salt Lake City UT  
My Commission Expires: 7-2-83

3/9/78  
4/20/78  
10/2/78  
12/11/78  
5/15/79  
11/11/79  
12/13/79

BOOK 1369 PAGE 1206

SUBORDINATION, JOINDER AND AGREEMENT

The undersigned, OGDEN CITY MALL COMPANY, a limited partnership (as the "Developer" and/or "Penney Landlord") in consideration of the execution of this REA by the Majors, Bon Marche Landlord, the Agency and Woodbury, agrees as follows:

(i) The leasehold estate of Developer in and to the Parking Structure and the Agency Tract, as created by that certain lease agreement, of even date herewith, executed by the Agency, as lessor, and by Developer as lessee (the "Parking Lease") is hereby made subject to each and every term of the REA, and Developer covenants to perform all of its undertakings as lessee, under the Parking Lease;

(ii) Developer hereby joins with the Agency in the grant by the Agency to the Majors and Woodbury of those certain easements in, to, under, upon, over, through and across the Parking Structure and the Agency Tract, set forth in the REA in favor of the Majors and Woodbury and their respective Tracts;

(iii) The fee estate of Penney Landlord in and to the Penney Tract, and in and to the improvements constructed on said Tract, is hereby subordinated and made subject to each and every term of the REA; and

(iv) Penney Landlord hereby joins with Penney in the grants made by Penney to the Agency and to the other Parties of those certain easements set forth in the REA in favor of the Agency and the other Parties and their respective Tracts.

(v) Developer and Penney Landlord shall join in the execution of an amended Exhibit A to the REA, and/or of an easement agreement, if same are prepared pursuant to

3/9/78  
4/20/78  
10/2/78  
12/11/78  
11/11/79  
12/13/79

BOOK 1369 PAGE 1207

the provisions of Section XVII of the REA.

The foregoing provisions of this Subordination, Joinder and Agreement shall be deemed covenants running with the land and shall be binding upon Developer and its successors in interest and assigns, and Penney Landlord's interests in the Penney Tract and Developer's interests in the Agency Tract, as the respective burdened parcels, and shall inure to the benefit of the Parties and their respective Tracts as the benefited parcels.

IN WITNESS WHEREOF, this Subordination, Joinder and Agreement has been executed as of the day and year first above written for the REA.

OGDEN CITY MALL COMPANY,  
a limited partnership

By Ernest W. Hahn, Inc.,  
a California corporation,  
general partner

By Stephen J. Berus

By \_\_\_\_\_

3/9/78

BOOK 1369 PAGE 1208

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS.

On August 21, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared STEPHEN J. APRIL, known to me to be the VICE-PRESIDENT and ERNEST W. HAHN, INC., known to me to be the of instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



Madeleine E. Sullano  
Notary Public

10/2/78  
12/11/78  
12/13/79  
5/16/80

BOOK 1369 PAGE 1209

SUBORDINATION, JOINDER AND AGREEMENT

The undersigned, ALSTORES REALTY CORPORATION, a Delaware corporation ("Bon Marche Landlord") in consideration of the execution of this REA by the Developer, Penney Landlord, the Majors, the Agency and Woodbury, agrees as follows:

(i) The fee estate of Bon Marche Landlord in and to the Bon Marche Tract, and in and to the improvements constructed on said Tract, is hereby subordinated and made subject to each and every term of the REA; and

(ii) Bon Marche Landlord hereby joins with Bon Marche in the grants made by Bon Marche to the Agency and to the other Parties of those certain easements set forth in the REA in favor of the Agency and the other Parties and their respective Tracts.

(iii) Bon Marche Landlord shall join in the execution of an amended Exhibit A to the REA, and/or of an easement agreement, if same are prepared pursuant to the provisions of Section XVII of the REA.

The foregoing provisions of this Subordination, Joinder and Agreement shall be deemed covenants running with the land and shall be binding upon Bon Marche Landlord and its successors in interest and assigns, and its interests in the Bon Marche Tract as the burdened parcel, and shall inure to the benefit of the Developer, the Majors and Woodbury and their respective Tracts as the benefited parcels.

3/9/78  
4/20/78  
10/2/78  
12/11/78  
12/13/79

BOOK 1369 PAGE 1210

IN WITNESS WHEREOF, this Subordination, Joinder and Agreement has been executed as of the day and year first above written for the REA.

ALSTORES REALTY CORPORATION  
a Delaware corporation

By Robert McBerry

By [Signature]

10/2/78  
12/11/78  
5/31/79

BOOK 1369 PAGE 1211

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SS.

On Sept 5, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared ROBERT DEBERRY known to me to be the Vice President and Arthur J. Dempsey known to me to be the Assistant Secretary of ALSTORES REALTY CORPORATION, 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, and acknowledged to me that such corporation executed the same pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

  
\_\_\_\_\_  
Notary Public

ROBERT E. STERN  
Notary Public, State of New York  
No. 30-01ST3839633  
Qualified in Nassau County  
Commission Expires March 30, 1981



5/31/79  
12/13/79  
12/17/79  
12/19/79  
5/16/80

BOOK 1369 PAGE 1212

CONSENT AND SUBORDINATION

The undersigned, THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation organized and existing under the laws of the State of New York, as Mortgagee under that certain Mortgage executed by Alstores Realty Corporation, a Delaware corporation, as Mortgagor, dated October 7, 1964 and recorded on October 30, 1964 in Book 788 at Page 515, as entry No. 437601 of the official records of Weber County, State of Utah, HEREBY CONSENTS to the execution by Alstores Realty Corporation of that certain Construction, Operation and Reciprocal Easement Agreement being dated and recorded concurrently herewith as Instrument No. \_\_\_\_\_ ("REA"); and the undersigned further agrees that its said Mortgage shall, in all respects, but subject to the conditions and limitations herein set forth, be subject and subordinate to said REA.

This Consent and Subordination is being executed on the express condition that in the event the undersigned, or any purchaser at foreclosure of the Mortgage held by the undersigned, acquires title to the Bon Marche Tract (as defined in said REA) by foreclosure, or by deed in lieu thereof, the undersigned, or such purchaser shall in no event be liable for reconstruction of any improvements on said Bon Marche Tract, in excess of insurance proceeds to which the undersigned or such purchaser shall be entitled as a result of any damage or destruction to improvements on the Bon Marche Tract, regardless of whether such damage or destruction occurs prior to or subsequent to the date on which the under-

5/31/79  
12/13/79  
12/17/79  
12/19/79  
5/16/80

BOOK 1369 PAGE 1213

signed or such purchaser acquires title to the Bon Marche Tract; provided, however, that in the event the undersigned or such purchaser shall not repair, rebuild or restore any such improvements, the undersigned or such purchaser shall raze such improvements or any part thereof that has been so damaged or destroyed, and shall clear the Bon Marche Tract of all debris, and improve such area at its expense by black-topping same.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Subordination as of this \_\_\_ day of \_\_\_\_, 19\_\_.

THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES

By *D. B. Gardner*

By \_\_\_\_\_



BOOK 1369 PAGE 1215

EXHIBIT A  
PART 1  
SHOPPING CENTER SITE

A part of Block 32, all of Block 39, and the vacated portions of 23rd Street, Kiesel and Grant Avenues, abutting said Blocks, all in PLAT "A", OGDEN CITY SURVEY, in Ogden City, Weber County, Utah, described as follows:

Beginning at the Northeast corner of Lot 7 of said Block 39, said point being 56.00 feet North 89°02' West along the Centerline of 22nd Street, and 49.50 feet South 0°58' West from the Ogden City Monument, located 10 feet West of the intersection of 22nd Street and Washington Blvd., in Ogden City; running thence South 0°58' West 1425.18 feet (South 0°58' West 1424.53 feet per Ogden City Survey PLAT "A"), along the West line of Washington Blvd. to the Southeast corner of Lot 1 of said Block 32; thence North 89°09' West 569.27 feet along the North line of 24th Street; thence North 0°58' East 132.97 feet to a point on the North line of Lot 2 in said Block 32; thence North 89°07'36" West 110.70 feet along said North line to a point on the East line of Grant Avenue as vacated 11/9/78, said point also being 16.67 feet North 89°07'36" West of the Northwest corner of Lot 2 of said Block 32; thence North 0°58' East 1293.55 feet (North 0°58' East 1292.94 feet) per Ogden City Survey PLAT "A", along said East line to a point 16.67 feet North 89°02' West of the Northwest corner of Lot 6 of said Block 39; thence South 89°02' East 679.97 feet along the South line of 22nd Street to the point of beginning.

Contains 21.920 Acres

01-028-0001, 0002, 0024, 0066, 0068, 0069

BOOK 1369 PAGE 1216

EXHIBIT A  
PART 1  
SHOPPING CENTER SITE (Con't.)

ALSO:

A part of Lots 9 and 10, Block 38, PLAT "A", OGDEN CITY SURVEY in Ogden City, Weber County, Utah, described as follows:

Beginning at the Northeast corner of Lot 10, said point of beginning also being North 89°02' West 818.30 feet along the Centerline of 22nd Street and South 0°58' West 49.50 feet from the Ogden City Monument, located 10 feet West of the intersection of the Centerlines of 22nd Street and Washington Blvd.; and running thence South 0°58' West 298.00 feet along the West line of Grant Avenue; thence North 89°02' West 33.00 feet; thence North 44°02' West 26.87 feet; thence North 89°02' West 140.00 feet; thence North 0°58' East 279.00 feet to the South line of 22nd Street; thence South 89°02' East 192.00 feet along said South line to the point of beginning.

Contains 1.249 Acres

Total Acreage = 23.169 Acres

01-032-00014

BOOK 1369 PAGE 1217

EXHIBIT A  
PART 2  
DEVELOPER TRACT

A part of Blocks 32 and 39, and a part of the vacated portion of 23rd Street and Kiesel Avenue abutting said blocks, all in PLAT "A", OGDEN CITY SURVEY in Ogden City, Weber County, Utah, described as follows:

Beginning at the Northeast corner of Lot 7 of said Block 39, said point being 56.00 feet North  $89^{\circ}02'$  West along the Centerline of 22nd Street, and South  $0^{\circ}58'$  West 49.50 feet of the Ogden City Monument, located 10 feet West of the intersection of 22nd Street and Washington Blvd., in Ogden City; running thence South  $0^{\circ}58'$  West 349.13 feet along the West line of Washington Blvd; thence North  $89^{\circ}09'56''$  West 200.37 feet; thence South  $0^{\circ}49'58''$  West 8.87 feet; thence South  $89^{\circ}10'02''$  East 6.15 feet; thence South  $0^{\circ}49'58''$  West 45.24 feet; thence North  $89^{\circ}10'02''$  West 1.00 foot; thence South  $0^{\circ}49'58''$  West 110.00 feet; thence South  $89^{\circ}10'02''$  East 1.00 foot; thence South  $0^{\circ}49'58''$  West 101.61 feet; thence South  $89^{\circ}08'19''$  East 80.53 feet; thence South  $0^{\circ}46'57''$  West 51.98 feet; thence South  $89^{\circ}09'56''$  East 112.90 feet to a point on the West line of Washington Blvd.; thence South  $0^{\circ}58'$  West 321.94 feet along said West line to a point that is 38.15 feet North  $0^{\circ}58'$  East of the Southeast corner of Lot 8 of said Block 32; thence North  $89^{\circ}02'$  West 140.00 feet; thence North  $0^{\circ}58'$  East 30.00 feet; thence North  $89^{\circ}02'$  West 41.50 feet; thence South  $0^{\circ}58'$  West 120.00 feet; thence North  $89^{\circ}02'$  West 42.00 feet; thence South  $0^{\circ}58'$  West 103.00 feet; thence South  $89^{\circ}02'$  East 42.00 feet; thence South  $0^{\circ}58'$  West 58.50 feet; thence South  $89^{\circ}02'$  East 181.50 feet to a point

01-028-0066"  
01-032-0049"

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EXHIBIT A  
PART 2

## DEVELOPER TRACT (Con't.)

on the West line of Washington Blvd.; thence South  $0^{\circ}58'$  West 28.09 feet along said West line to a point that is 24.04 feet North  $0^{\circ}58'$  East of the Southeast corner of Lot 10 of said Block 32; thence North  $89^{\circ}02'$  West 201.69 feet; thence South  $0^{\circ}58'$  West 6.52 feet; thence North  $89^{\circ}02'$  West 37.48 feet; thence South  $0^{\circ}58'$  West 7.25 feet; thence North  $89^{\circ}02'$  West 61.66 feet; thence North  $0^{\circ}58'$  East 26.84 feet; thence North  $89^{\circ}02'$  West 108.67 feet; thence South  $0^{\circ}58'$  West 170.68 feet to a point on the North line of 24th Street; thence North  $89^{\circ}09'$  West 46.28 feet along said North line; thence North  $0^{\circ}58'$  East 455.85 feet; thence North  $89^{\circ}02'$  West 93.45 feet; thence North  $0^{\circ}58'$  East 706.08 feet; thence South  $89^{\circ}02'$  East 513.51 feet; thence North  $0^{\circ}58'$  East 264.18 feet to a point on the South line of 22nd Street; thence South  $89^{\circ}02'$  East 35.72 feet to the point of beginning.

EXCLUDING THEREFROM an irregular parcel to be identified as the Penney Tract and described as follows:

A part of Lots 6 and 7, and a part of the vacated portions of Kiesel Avenue and 23rd Street abutting said Lots in Block 32, and a part of Lots 1, 2, 3, 4 and 10, and a part of the vacated portions of Kiesel Avenue and 23rd Street in Block 39, PLAT 'A', OGDEN CITY SURVEY, in Ogden City, Weber County, Utah, described as follows:

Beginning at a point 35.31 feet North  $0^{\circ}58'$  East along the West line of said Lot 3 of Block 39, and 139.40 feet South  $89^{\circ}02'$  East from the Southwest corner of said Lot 3, said point of beginning also being 768.80 feet North  $89^{\circ}02'$  West along the Centerline of 22nd Street to the intersection of 22nd Street and Grant Avenue and 544.16 feet South  $0^{\circ}58'$  West along the centerline of Grant Avenue; and South  $89^{\circ}02'$  East 188.90 feet from the Ogden City Monument, located 10 feet West of the intersection of 22nd Street and Washington Blvd., in Ogden City;

BOOK 1369 PAGE 1219

EXHIBIT A  
PART 2  
DEVELOPER TRACT (Con't.)

thence South 89°02' East 80.57 feet; thence North 45°56'36" East 23.87 feet;  
thence North 44°00'08" West 74.94 feet; thence North 45°56'36" East 54.04 feet;  
thence South 44°00'08" East 198.56 feet; thence South 0°58' West 329.11 feet;  
thence North 89°02' West 72.00 feet; thence South 0°58' West 20.01 feet; thence  
North 89°02' West 151.00 feet; thence North 0°58' East 381.47 feet to the point  
of beginning.

Total Acreage = 9.902 Acres less  
Penney's 2.070 = 7.832 Acres in  
Developer Tract



BOOK 1369 PAGE 1220

EXHIBIT A  
PART 3  
NORDSTROM TRACT

A part of Lots 1, 2, 3 and 10, and part of the vacated portion of Kiesel Avenue abutting said Lots in Block 32, PLAT "A", OGDEN CITY SURVEY, in Ogden City, Weber County, Utah, described as follows:

Beginning at a point on the North line of 24th Street 201.69 feet North 89°09' West along said North line from the Southeast corner of said Lot 1, said point of beginning also being 1524.07 feet South 0°58' West (1523.42 feet South 0°58' West per Ogden City Survey PLAT "A"), from the Ogden City Survey Monument located 10 feet West of the intersection of 22nd Street and Washington Blvd. to the Ogden City Survey Monument located 10 feet West from the intersection of 24th Street and Washington Blvd.; thence from said Monument 257.59 feet North 89°09' West and 49.50 feet North 0°51' East to the point of beginning; running thence North 89°09' West 207.81 feet along said North line; thence North 0°58' East 170.68 feet; thence South 89°02' East 108.67 feet; thence South 0°58' West 26.84 feet; thence South 89°02' East 61.66 feet; thence North 0°58' East 7.25 feet; thence South 89°02' East 37.48 feet; thence South 0°58' West 150.67 feet to the point of beginning.

Contains 0.758 acre

01-028-00694

BOOK 1369 PAGE 1221

EXHIBIT A  
PART 4  
PENNEY STORE SITE

A part of Lots 6 and 7 and a part of the vacated portions of Kiesel Avenue and 23rd Street abutting said Lots in Block 32, and a part of Lots 1, 2, 3, 4, and 10, and a part of the vacated portions of Kiesel Avenue and 23rd Street in Block 39, PLAT "A", OGDEN CITY SURVEY, in Ogden City, Weber County, Utah described as follows:

Beginning at a point 35.31 feet North  $0^{\circ}58'$  East along the West line of said Lot 3 of Block 39, and 139.40 feet South  $89^{\circ}02'$  East from the Southwest corner of said Lot 3, said point of beginning also being 768.80 feet North  $89^{\circ}02'$  West along the centerline of 22nd Street to the intersection of 22nd Street and Grant Avenue and 544.16 feet South  $0^{\circ}58'$  West along the centerline of Grant Avenue, and South  $89^{\circ}02'$  East 188.90 feet from the Ogden City Monument, located 10 feet West of the intersection of 22nd Street and Washington Blvd., in Ogden City; thence South  $89^{\circ}02'$  East 80.57 feet; thence North  $45^{\circ}56'36''$  East 23.87 feet; thence North  $44^{\circ}00'08''$  West 74.94 feet; thence North  $45^{\circ}56'36''$  East 54.04 feet; thence South  $44^{\circ}00'08''$  East 198.56 feet; thence South  $0^{\circ}58'$  West 329.11 feet; thence North  $89^{\circ}02'$  West 72.00 feet; thence South  $0^{\circ}58'$  West 20.01 feet; thence North  $89^{\circ}02'$  West 151.00 feet; thence North  $0^{\circ}58'$  East 381.47 feet to the point of beginning.

Containing 2.070 Acres

01-033-0049  
01-028-0066

BOOK 1369 PAGE 1222

EXHIBIT A  
PART 4  
PENNEY TBA TRACT

A part of Lots 9 and 10, Block 38, PLAT "A", OGDEN CITY SURVEY in Ogden City, Weber County, Utah, described as follows:

Beginning at the Northeast corner of Lot 10, said point of beginning also being North  $89^{\circ}02'$  West 818.30 feet along the centerline of 22nd Street and South  $0^{\circ}58'$  West 49.50 feet from the Ogden City Monument, located 10 feet West of the intersection of the centerlines of 22nd Street and Washington Blvd., and running thence South  $0^{\circ}58'$  West 298.00 feet along the West line of Grant Avenue; thence North  $89^{\circ}02'$  West 33.00 feet; thence North  $44^{\circ}02'$  West 26.87 feet; thence North  $89^{\circ}02'$  West 140.00 feet; thence North  $0^{\circ}58'$  East 279.00 feet to the South line of 22nd Street; thence South  $89^{\circ}02'$  East 192.00 feet along said South line to the point of beginning.

Contains 1.249 acres

01-032-0002

BOOK 1369 PAGE 1223

EXHIBIT A  
PART 5  
WEINSTOCKS TRACT

A part of Lots 8, 9, and 10 of Block 32, PLAT 'A', OGDEN CITY SURVEY, in Ogden City, Weber County, Utah, described as follows:

Beginning at a point on the West line of Washington Blvd. 38.15 feet North 0°58' East along said West line from the Southeast corner of said Lot 8, said point of beginning also being 1038.31 feet South 0°58' West (1037.81 feet South 0°58' West per Ogden City Survey, PLAT 'A') and 56.00 feet North 89°02' West of the Ogden City Monument, located 10 feet West of the Intersection of 22nd Street and Washington Blvd., in Ogden City; running thence South 0°58' West 251.50 feet along said West line; thence North 89°02' West 181.50 feet; thence North 0°58' East 58.50 feet; thence North 89°02' West 42.00 feet; thence North 0°58' East 103.00 feet; thence South 89°02' East 42.00 feet; thence North 0°58' East 120.00 feet; thence South 89°02' East 41.50 feet; thence South 0°58' West 30.00 feet; thence South 89°02' East 140.00 feet to the point of beginning.

Containing 1.176 Acres

01-028-0068 ✓

BOOK 1369 PAGE 1224

EXHIBIT A  
PART 6  
WOODBURY TRACT

A part of Lots 1 and 10 of Block 32, PLAT "A", OGDEN CITY SURVEY, in Ogden City, Weber County, Utah, described as follows:

Beginning at a point on the West line of Washington Blvd., 24.04 feet North  $0^{\circ}58'$  East along said West line from the Southeast corner of said Lot 10, said point of beginning also being 1317.90 feet South  $0^{\circ}58'$  West (1317.31 feet South  $0^{\circ}58'$  West per Ogden City Survey, PLAT "A"), and 56.00 feet North  $89^{\circ}02'$  West of the Ogden City Monument, located 10 feet West of the intersection of 22nd Street and Washington Blvd., in Ogden City; running thence South  $0^{\circ}58'$  West 156.78 feet along said West line to the Southeast corner of said Lot 1; thence North  $89^{\circ}09'$  West 201.69 feet along the North line of 24th Street; thence North  $0^{\circ}58'$  East 157.19 feet; thence South  $89^{\circ}02'$  East 201.69 feet to the point of beginning.

Containing 0.727 Acre

01-028-0001-

BOOK 1369 PAGE 1225

EXHIBIT A  
PART 7  
BON MARCHE TRACT

A part of Lots 1, 9 and 10 of Block 39, PLAT "A", and part of the vacated portion of 23rd Street abutting said Block, all in PLAT "A", OGDEN CITY SURVEY in Ogden City, Weber County, Utah, described as follows:

Beginning at a point on the West line of Washington Blvd. 84.14 feet South  $0^{\circ}58'$  West along said West line from the Northeast corner of said Lot 9, said point of beginning also being 398.63 feet South  $0^{\circ}58'$  West (398.40 feet South  $0^{\circ}58'$  West per Ogden City Survey Plat "A"), and 56.00 feet North  $89^{\circ}02'$  West of the Ogden City Monument located 10 feet West of the intersection of 22nd Street and Washington Blvd. in Ogden City; running thence South  $0^{\circ}58'$  West 317.74 feet along said West line; thence North  $89^{\circ}09'56''$  West 112.90 feet; thence North  $0^{\circ}46'57''$  East 51.98 feet; thence North  $89^{\circ}08'19''$  West 80.53 feet; thence North  $0^{\circ}49'58''$  East 101.61 feet; thence North  $89^{\circ}10'02''$  West 1.00 foot; thence North  $0^{\circ}49'58''$  East 110.00 feet; thence South  $89^{\circ}10'02''$  East 1.00 foot; thence North  $0^{\circ}49'58''$  East 45.24 feet; thence North  $89^{\circ}10'02''$  West 6.15 feet; thence North  $0^{\circ}49'58''$  East 8.87 feet; thence South  $89^{\circ}09'56''$  East 200.37 feet to the point of beginning.

Containing 1.321 acres

01-033-0001-

BOOK 1369 PAGE 1226

EXHIBIT A  
PART 8  
AGENCY TRACT

A part of Blocks 32 and 39, and a part of the vacated portion of 23rd Street, Kiesel and Grant Avenues abutting said blocks, all in PLAT "A", OGDEN CITY SURVEY, in Ogden City, Weber County, Utah, described as follows:

Beginning at a point on the South line of 22nd Street, 35.72 feet North 89°02' West of the Northeast corner of Lot 7 of said Block 39, said point also being 91.72 feet North 89°02' West along the centerline of 22nd Street and 49.50 feet South 0°58' West of the Ogden City Monument, located 10 feet West of the intersection of 22nd Street and Washington Blvd., in Ogden City, running thence South 0°58' West 264.18 feet, thence North 89°02' West 513.51 feet; thence South 0°58' West 706.08 feet; thence South 89°02' East 93.45 feet; thence South 0°58' West 455.85 feet to a point on the North line of 24th Street; thence North 89°09' West 113.49 feet along said North line; thence North 0°58' East 132.97 feet to a point on the North line of Lot 2 in said Block 32; thence North 89°07'36" West 110.70 feet along said North lot line to a point on the East line of Grant Avenue as vacated 11/1/78, said point also being 16.67 feet North 89°07'36" West of the Northwest corner of Lot 2 of said Block 32; thence North 0°58' East 1293.55 feet along said East line to a point 16.67 feet North 89°02' West of the Northwest corner of Lot 6 of said Block 39; thence South 89°02' East 644.25 feet to the point of beginning.

Containing 8.036 Acres

01-033-00051  
01-028-0002400266

BOOK 1369 PAGE 1227

EXHIBIT A  
PART 9  
WOODBURY PARKING LOT

A part of Lot 4, Block 26, PLAT "A", OGDEN CITY SURVEY, in Ogden City, Weber County, Utah, described as follows:

Beginning at a point which is West 512.8 feet, more or less, from the Southeast corner of Block 26, on the East line of Canal Alley; thence Northerly along said East line of Canal Alley 288.75 feet; thence East 62.90 feet; thence South 288.75 feet to the North line of 25th Street; thence West 62.90 feet along said North line to the point of beginning.

Contains 0.417 Acre.

01-022-0008,0009



BOOK 1369 PAGE 1228

EXHIBIT A  
PART 10  
PENNEY ACCESS EASEMENT

A part of Blocks 32 and 39, and a part of the vacated portion of 23rd Street abutting said Blocks, all in PLAT "A", OGDEN CITY SURVEY, in Ogden City, Weber County, Utah, described as follows:

Beginning at a point 35.31 feet North 0°58' East along the West line of said Lot 3 of Block 39, and 139.40 feet South 89°02' East from the Southwest corner of said Lot 3, said point of beginning also being 768.80 feet North 89°02' West along the Centerline of 22nd Street to the intersection of 22nd Street and Grant Avenue and 544.16 feet South 0°58' West along the centerline of Grant Avenue; and South 89°02' East 188.90 feet from the Ogden City Monument, located 10 feet West of the intersection of 22nd Street and Washington Blvd., in Ogden City; and running thence South 0°58' West 381.47 feet; thence South 51°40'06" East 124.54 feet; thence South 0°58' West 232.19 feet; thence South 43°40' East 21.95 feet; thence South 0°58' West 226.50 feet to a point on the North line of 24th Street; thence North 89°09' West 46.00 feet along said North line; thence North 0°58' East 459.50 feet; thence North 51°40'06" West 117.52 feet; thence North 0°58' East 455.63 feet; thence South 89°02' East 84.36 feet to a point on the Westerly boundary of an irregular parcel to be identified as the Penney Tract; thence South 44°00'08" East 42.40 feet along said Westerly boundary; thence North 89°02' West 89.33 feet; thence South 0°58' West 25.00 feet to the point of beginning.

Contains 0.802 Acre

01-028-00661  
01-033-00494

BOOK 1369 PAGE 1229

EXHIBIT A  
PART 11  
DEVELOPER TWO-FOOT STRUCTURAL EASEMENT

A part of Lot 3 and the vacated portion of Kiesel Avenue of Block 39, PLAT "A", OGDEN CITY SURVEY, in Ogden City, Weber County, Utah, described as follows:

Beginning at a point 51.00 feet South  $44^{\circ}00'08''$  East of the most Northerly point of the Penney Tract, said point also being 768.80 feet North  $89^{\circ}02'$  West along the Centerline of 22nd Street and 472.11 feet South  $0^{\circ}58'$  West and 307.62 feet South  $89^{\circ}02'$  East of the Ogden City Monument, located 10 feet West of the Intersection of 22nd Street and Washington Blvd.; running thence South  $0^{\circ}58'$  West 104.34 feet; thence South  $89^{\circ}02'$  East 2.00 feet; thence North  $0^{\circ}58'$  East 5.58 feet; thence South  $89^{\circ}02'$  East 96.76 feet; thence North  $44^{\circ}00'08''$  West 2.83 feet; thence North  $89^{\circ}02'$  West 94.76 feet; thence North  $0^{\circ}58'$  East 94.76 feet; thence North  $44^{\circ}00'08''$  West 2.83 feet to the point of beginning.

The lower limitation of this easement commences at an elevation of 4298.39 feet, United States Coast and Geodetic Survey Datum and the upper limitation of this easement is the elevation of 4343.92 feet, United States Coast and Geodetic Survey Datum.

61-033-0049-

BOOK 1369 PAGE 1230

EXHIBIT A  
PART 12  
DEVELOPER AIR RIGHTS EASEMENT

A part of Lot 3 and the vacated portion of Kiesel Avenue of Block 39, PLAT 'A', OGDEN CITY SURVEY, in Ogden City, Weber County, Utah, described as follows:

Beginning at a point 51.00 feet South  $44^{\circ}00'08''$  East of the most Northerly point of the Penney tract, said point also being 768.80 feet North  $89^{\circ}02'$  West along the Centerline of 22nd Street and 472.11 feet South  $0^{\circ}58'$  West and 307.62 feet South  $89^{\circ}02'$  East of the Ogden City Monument, located 10 feet West of the intersection of 22nd Street and Washington Blvd., running thence South  $44^{\circ}00'08''$  East 147.56 feet; thence North  $89^{\circ}02'$  West 104.34 feet; thence North  $0^{\circ}58'$  East 104.34 feet to the point of beginning.

The limitation of the easement is two horizontal and parallel planes, the lower of which is at elevation 4317.00 feet and the upper of which is at elevation 4347.00 feet, United States Coast and Geodetic Survey Datum.

01-033-0049

BOOK 1369 PAGE 1231

EXHIBIT A  
PART 13  
NORDSTROM CONSTRUCTION EASEMENT

A part of Lot 10, Block 32, PLAT "A", OGDEN CITY SURVEY, in Ogden City, Weber County, Utah, described as follows:

Beginning at a point 37.48 feet North 89°02' West and 7.25 feet South 0°58' West of the Northeast corner of the Nordstrom Tract, said point being 239.17 feet North 89°02' West and 10.26 feet North 0°58' East of the Southeast corner of said Lot 10; running thence North 89°02' West 43.75 feet; thence North 45°58' East 11.67 feet; thence South 89°02' East 35.50 feet; thence South 0°58' West 8.25 feet to the point of beginning.

The limitation of the easement is two horizontal and parallel planes, the lower of which is at elevation 4303.59 feet and the upper of which is at elevation 4349.09 feet, United States Coast and Geodetic Survey Datum.

01-028-0066

BOOK 1369 PAGE 1232

EXHIBIT A  
PART 14  
NORDSTROM CONSTRUCTION EASEMENT

A part of Lot 10, Block 32, PLAT 'A', OGDEN CITY SURVEY, In Ogden City Weber County, Utah, described as follows:

Beginning at a point 108.67 feet South 89°02' East of the Northwest corner of the Nordstrom Tract; said point being 300.83 feet North 89°02' West and 37.11 feet North 0°58' East of the Southeast corner of said Lot 10; running thence South 89°02' East 1.50 feet; thence North 0°58' East 15.67 feet; thence North 45°58' East 9.90 feet; thence South 0°58' West 49.50 feet; thence North 89°02' West 8.50 feet; thence North 0°58' East 26.84 feet to the point of beginning.

The limitation of the easement is two horizontal and parallel planes, the lower of which is at elevation 4303.59 feet and the upper of which is at elevation 4349.09 feet, United States Coast and Geodetic Survey Datum.

01.028-0064

BOOK 1369 PAGE 1233

EXHIBIT A  
PART 15  
NORDSTROM AIR RIGHTS EASEMENT

A part of Lot 10, Block 32, PLAT "A", OGDEN CITY SURVEY, in Ogden City, Weber County, Utah, described as follows:

Beginning at a point 108.67 feet South 89°02' East of the Northwest corner of the Nordstrom Tract, said point being 300.83 feet North 89°02' West and 37.11 feet North 0°58' East of the Southeast corner of said Lot 10; running thence South 89°02' East 1.50 feet; thence North 0°58' East 15.67 feet; thence South 44°02' East 48.44 feet; thence South 89°02' East 25.91 feet; thence South 0°58' West 8.25 feet; thence North 89°02' West 61.66 feet; thence North 0°58' East 26.84 feet to the point of beginning.

The limitation of the easement is two horizontal and parallel planes, the lower of which is at elevation 4313.05 feet and the upper of which is at elevation 4349.09 feet, United States Coast and Geodetic Survey Datum.

01-028-0066

BOOK 1369 PAGE 1234

EXHIBIT A  
PART 16  
CONSTRUCTION EASEMENT NO. 1 FOR WOODBURY  
TRACT FIRST LEVEL ENCLOSED MALL EASEMENT

A part of Lots 1 and 10 of Block 32, PLAT "A", OGDEN CITY SURVEY, in Ogden City, Weber County, Utah, described as follows:

Beginning at a point on the West line of Washington Blvd. 24.04 feet North  $0^{\circ}58'$  East along said West line from the Southeast corner of said Lot 10, said point of beginning also being 1317.90 feet South  $0^{\circ}58'$  West (1317.31 feet South  $0^{\circ}58'$  West per Ogden City Survey PLAT "A"), and 56.00 feet North  $89^{\circ}02'$  West of the Ogden City Monument, located 10 feet West of the intersection of 22nd Street and Washington Blvd., in Ogden City; running thence South  $0^{\circ}58'$  West 1.94 feet along said West line; thence North  $89^{\circ}02'$  West 51.66 feet; thence South  $0^{\circ}58'$  West 16.56 feet; thence North  $89^{\circ}02'$  West 1.50 feet; thence South  $0^{\circ}58'$  West 12.15 feet; thence North  $89^{\circ}02'$  West 23.13 feet; thence North  $0^{\circ}58'$  East 28.71 feet; thence North  $89^{\circ}02'$  West 125.40 feet; thence North  $0^{\circ}58'$  East 1.94 feet to the Northwest corner of the Woodbury Tract; thence South  $89^{\circ}02'$  East 201.69 feet to the point of beginning.

The limitations of this easement are two horizontal and parallel planes, the lower of which is at elevation 4269.50 feet and the upper of which is at elevation 4324.09 feet, United States Coast and Geodetic Survey Dautm.

01-078-0001

BOOK 1369 PAGE 1235

EXHIBIT A  
PART 17  
CONSTRUCTION EASEMENT NO. 2 FOR WOODBURY  
TRACT SECOND LEVEL ENCLOSED MALL EASEMENT

A part of Lots 1 and 10 of Block 32, PLAT "A", OGDEN CITY SURVEY, in Ogden City, Weber County, Utah, described as follows:

Beginning at a point on the West line of Washington Blvd., 24.04 feet North  $0^{\circ}58'$  East along said West line from the Southeast corner of said Lot 10, said point of beginning also being 1317.90 feet South  $0^{\circ}58'$  West (1317.31 feet South  $0^{\circ}58'$  West per Ogden City Survey PLAT "A"), and 56.00 feet North  $89^{\circ}02'$  West of the Ogden City Monument, located 10 feet West of the intersection of 22nd Street and Washington Blvd., in Ogden City; running thence South  $0^{\circ}58'$  West 4.92 feet along said West line; thence North  $89^{\circ}02'$  West 53.16 feet; thence South  $0^{\circ}58'$  West 25.73 feet; thence North  $89^{\circ}02'$  West 16.58 feet; thence North  $0^{\circ}58'$  East 25.73 feet; thence North  $89^{\circ}02'$  West 131.95 feet; thence North  $0^{\circ}58'$  East 4.92 feet; thence South  $89^{\circ}02'$  East 201.69 feet to the point of beginning.

The limitations of this easement are two horizontal and parallel planes, the lower of which is at elevation 4324.09 feet and the upper of which is at elevation 4344.50 feet, United States Coast and Geodetic Survey Datum.

01.028-0001



BOOK 1369 PAGE 1236

BOOK 1369 PAGE 1237

BOOK 1369 PAGE 1238

LINCOLN

N. 0° 58' E

← ONE WAY

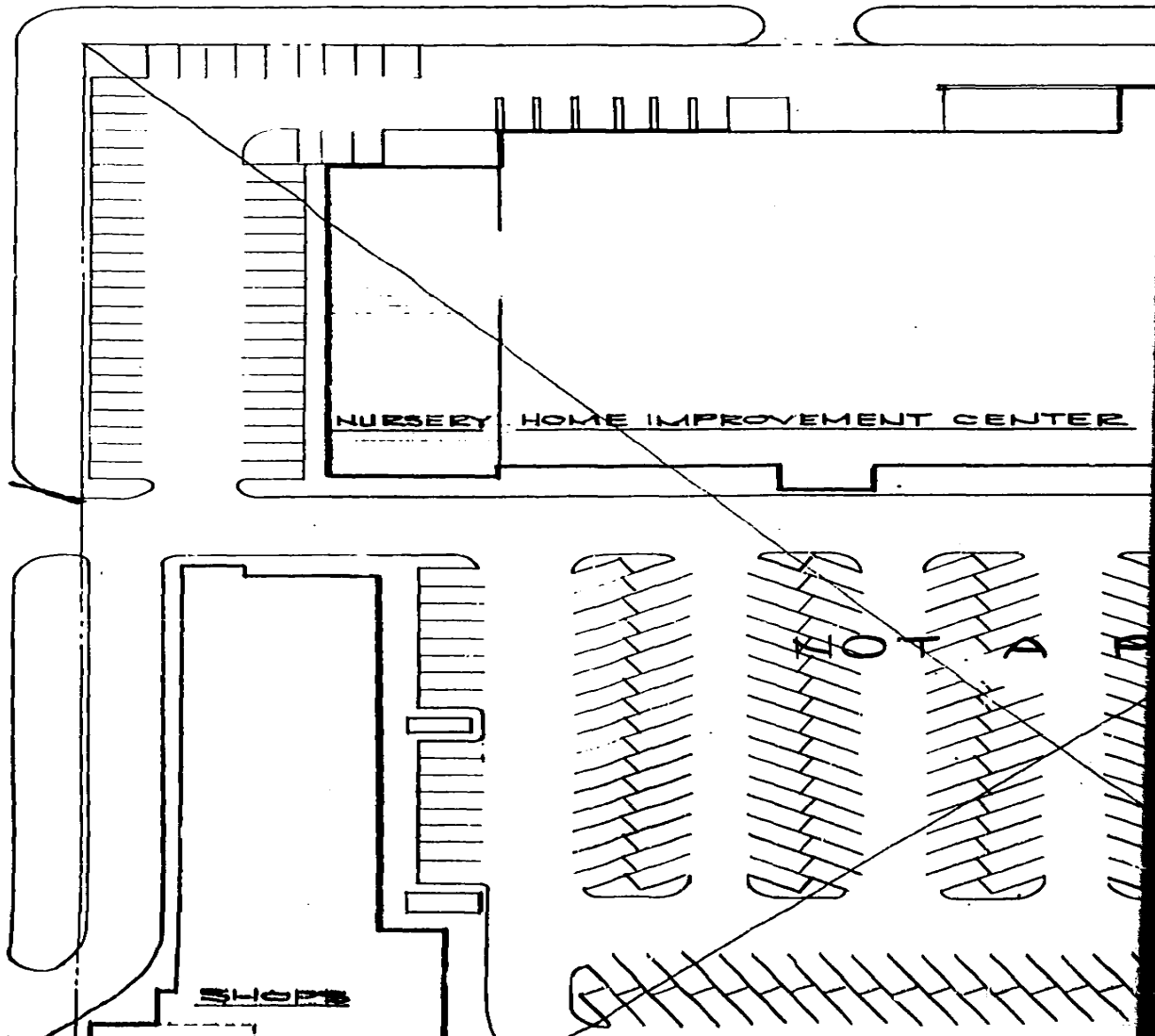
23 RD STREET N. 89° 02' W. 766.00'

NURSERY HOME IMPROVEMENT CENTER

PAVING

TO A

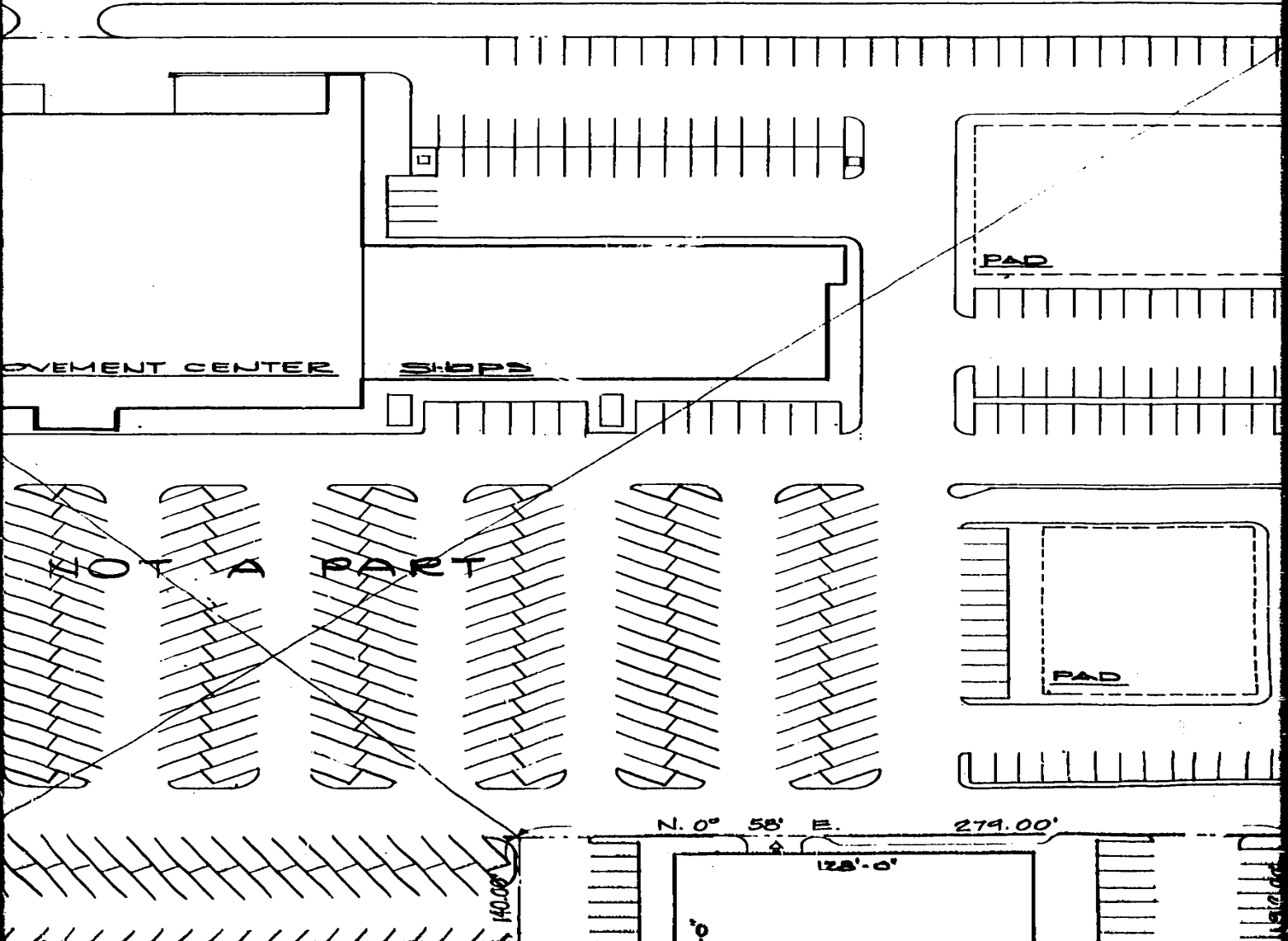
7  
7



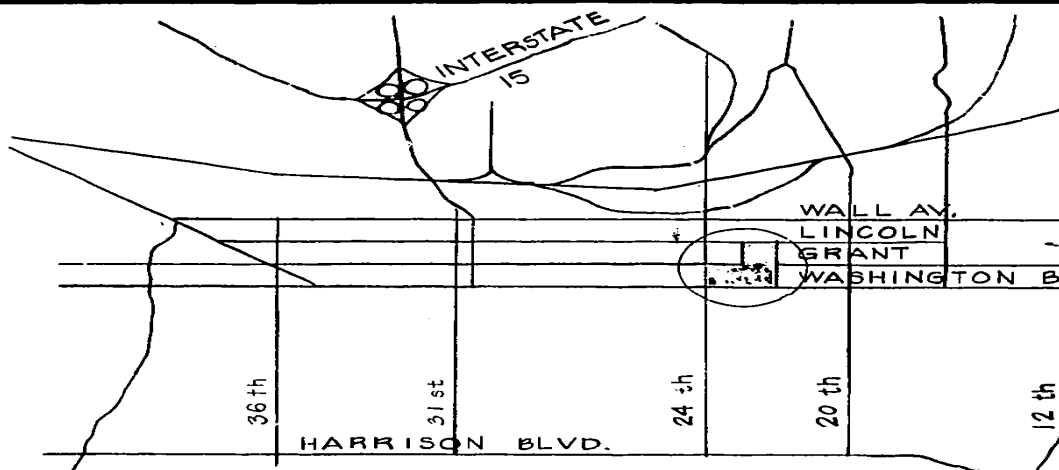
BOOK 1369 PAGE 1239

LINCOLN AVENUE

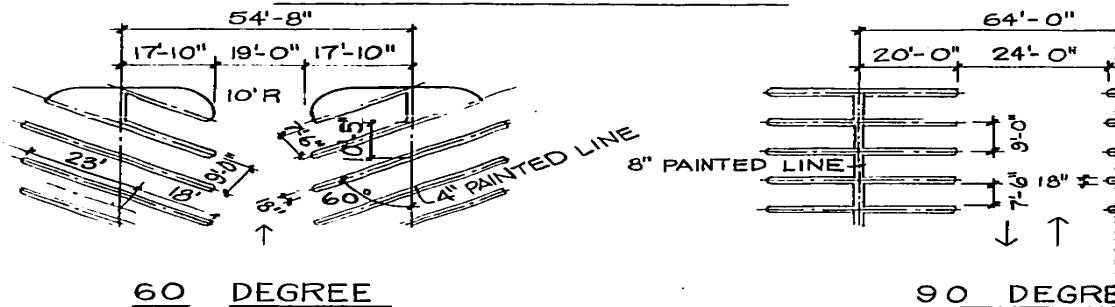
N. 0° 58' E 761.04'



BOOK 1369 PAGE 1240



VICINITY MAP



PARKING STANDARD  
SCALE 1/16" = 1'-0"

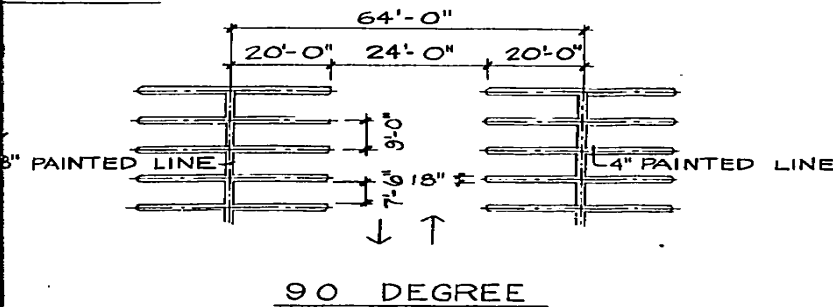
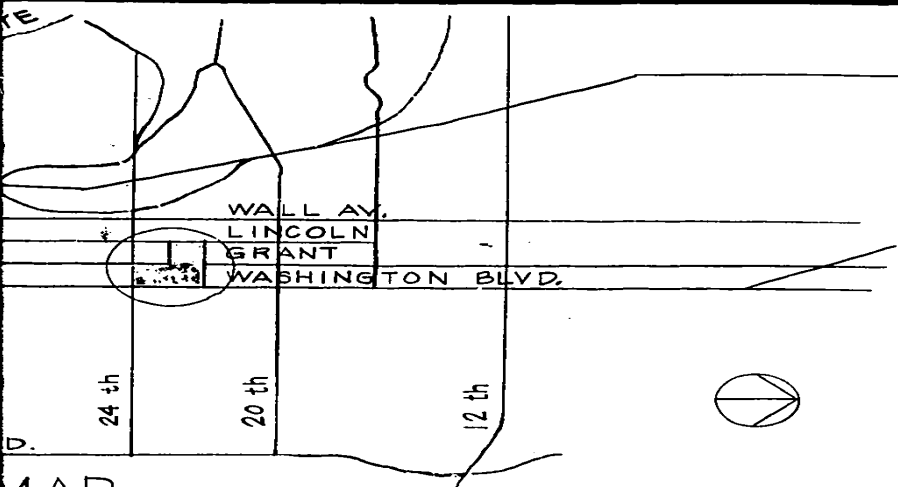
S. 89° 02' E.  
766.00'  
22<sup>ND</sup> STREET

SHOPPING CENTER SITE AREA 23.158

BUILDING AREA TABULATION

	GROSS AREA	FLOOR AREA
<b>J. C. PENNEY</b>		
1st Level	67,418 S.F.	67,812 S.
2nd Level	68,566	67,604
A.C. Penthouse	5,241	
T.B.A.	144,225 S.F.	135,416 S.
	13,647	13,276
	157,872 S.F.	148,692 S.
<b>NORDSTROMS</b>		
1st Level	27,000 S.F.	25,650
2nd Level	30,000	28,500
3rd Level	21,750	20,300
	78,750 S.F.	75,000
<b>WEINSTOCKS</b>		
1st Level	49,535 S.F.	46,810 S.
2nd Level	50,416	47,643
	99,951 S.F.	94,453 S.

BOOK 1369 PAGE 1241



SITE AREA 23.158 ACRES

GROSS AREA	FLOOR AREA
67,418 S.F.	67,812 S.F.
68,566	67,604
6,241	
144,225 S.F.	135,416 S.F.
13,647	13,276
157,872 S.F.	148,692 S.F.
27,000 S.F.	25,650 S.F.
30,000	28,500
21,750	20,250
78,750 S.F.	75,000 S.F.
49,535 S.F.	46,810 S.F.
50,416	47,643
99,951 S.F.	94,453 S.F.

FIRST LEVEL PLAN

**ogden city** mall  
OGDEN, UTAH

JOB NO. 7332

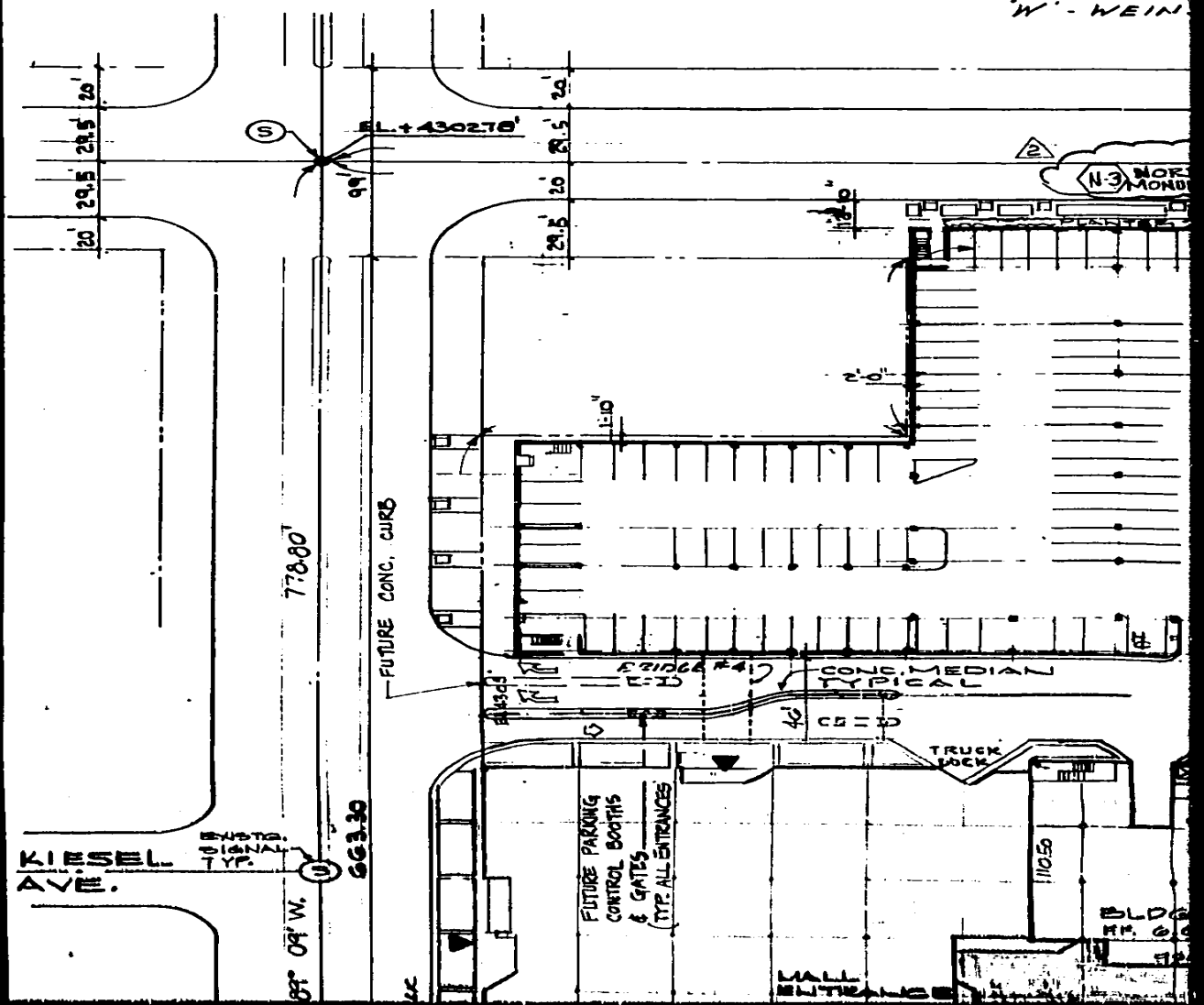
CONTRACTOR TO VERIFY ALL DIMENSIONS PERTAINING TO THE WORK AT THE SITE BEFORE WORK, ETC. PROCEED WITH THE WORK.

JOB CAPT.	DATE 9-20-79	SCALE 1" = 50'-0"
DRAWN BY		
CHECKED BY		

A 1 1/2

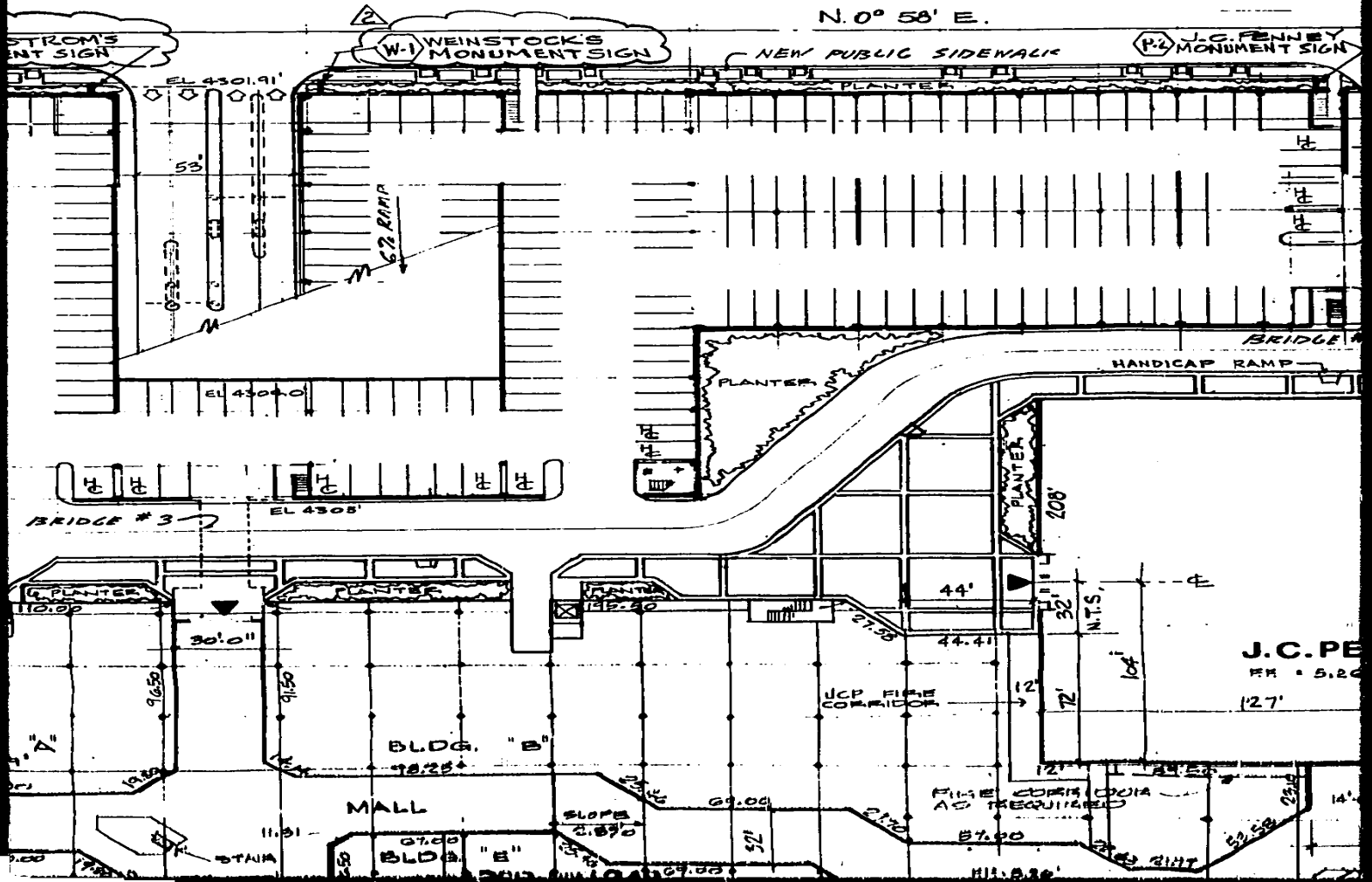
BOOK 1369 PAGE 1242

NOTE: (P-1) INDICATE LETTER D W - WEIN.



BOOK 1369 PAGE 1243

ES SIGN EASEMENT LOCATION PER R.E.A.  
SIGNATIONS INDICATE: 'B' - THE BON; 'P' - J.C. PENNEY;  
TOCKS; 'N' - NORDSTROM.





23.8PS

SHOPS

BOOK 1369 PAGE 1244

CINEMA

SHOPS

EL+4301.02'

GRANT A

J.C. PENNEY MONUMENT SIGN

THE PRINCIPAL

FIRST LEVEL PARKING - 729 CAR

SHEAR WALL

CONCRETE

HANDICAP RAMP

BRIDGE #2

HANDICAP RAMP

TRANSFORMER AREA

PLANTER

PLANTER

SCREEN WALL

COMPACTOR

LINE 100' CLEAR

TRUCK DOCK

14105

15' CLEAR MIN. 102' 102' 102'

COLUMNS SUBJECT TO JOB APPROVAL

J.C. PENNEY

FR = 5.26'

MALL ENTRANCE

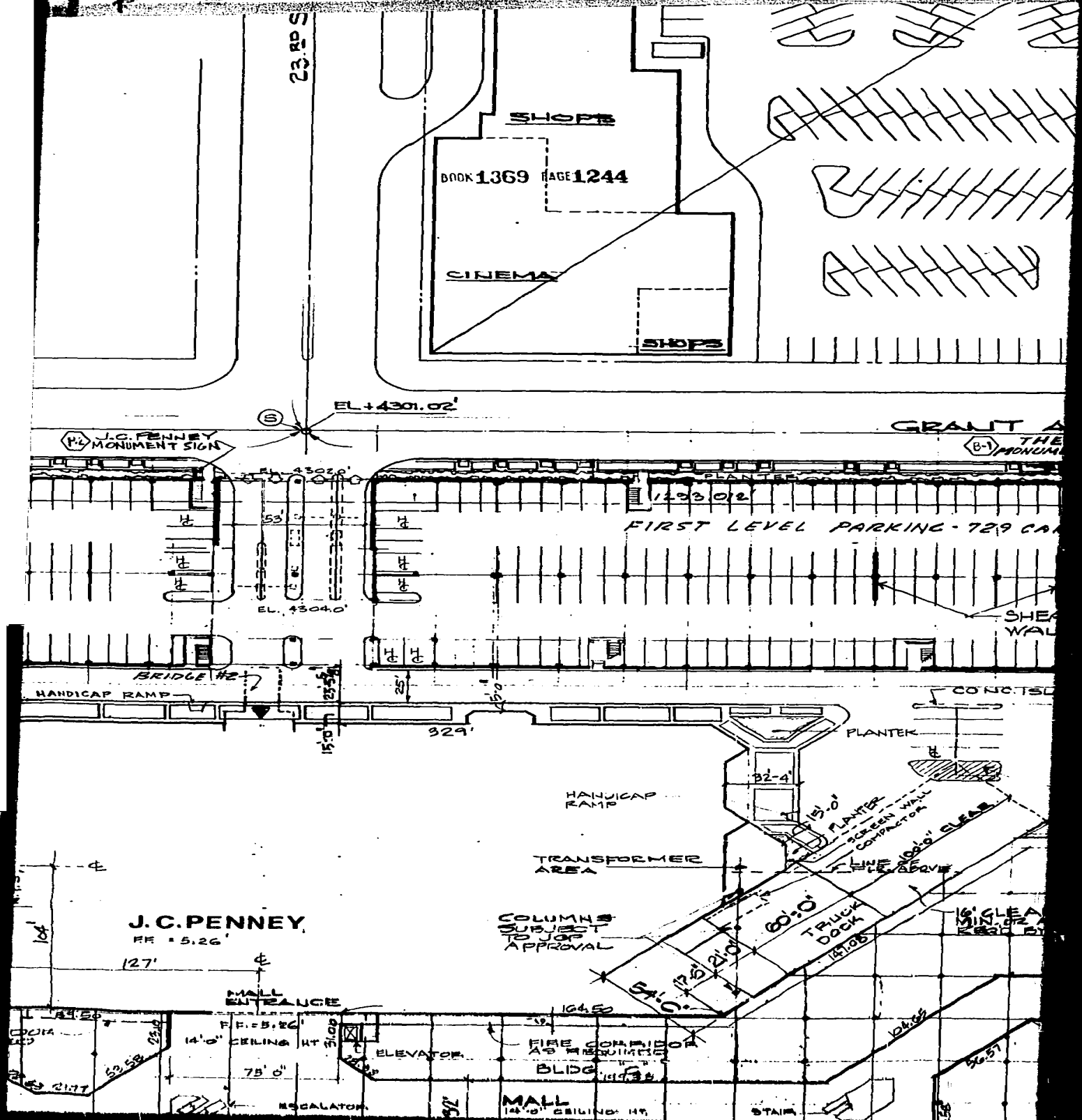
ELEVATOR

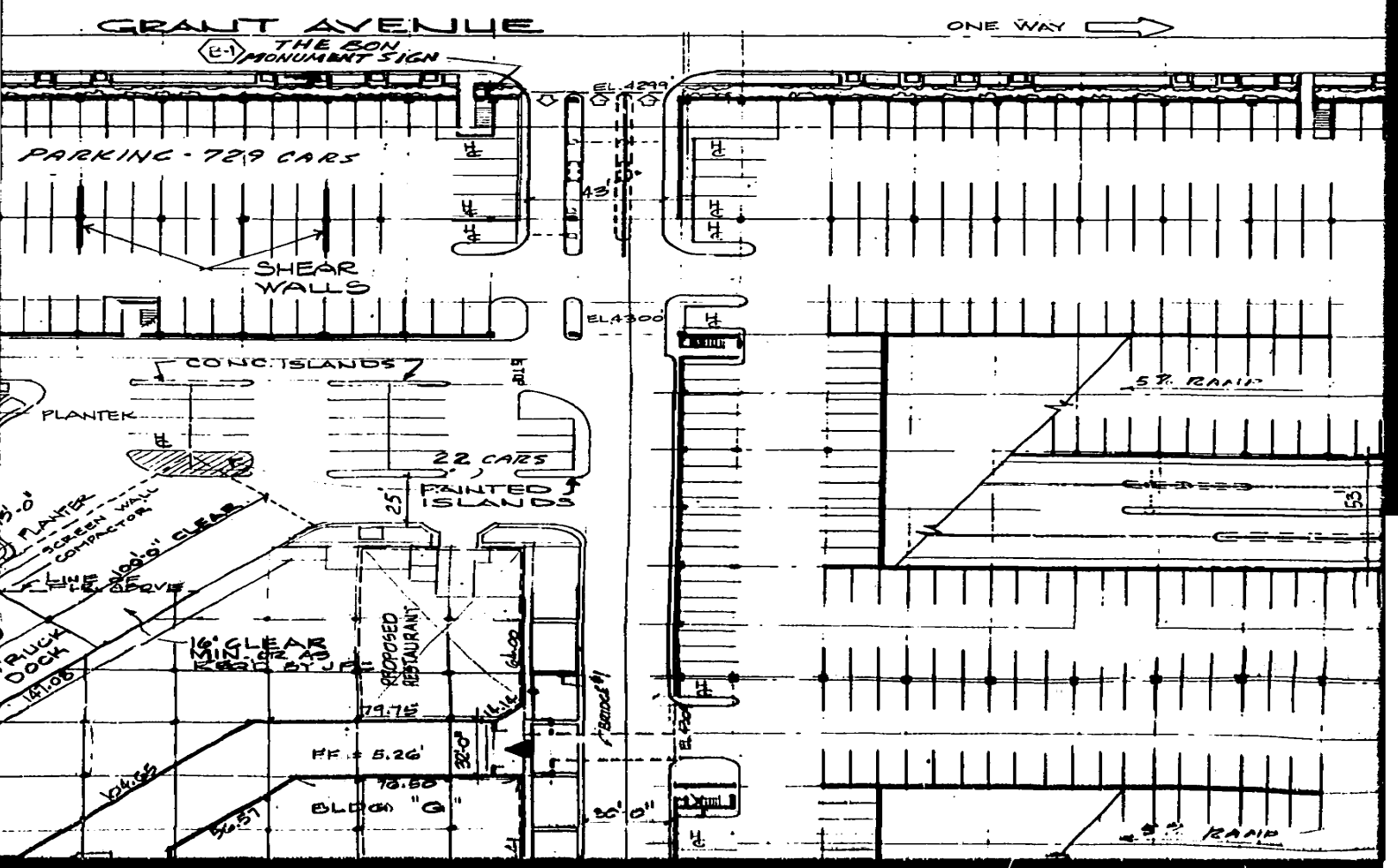
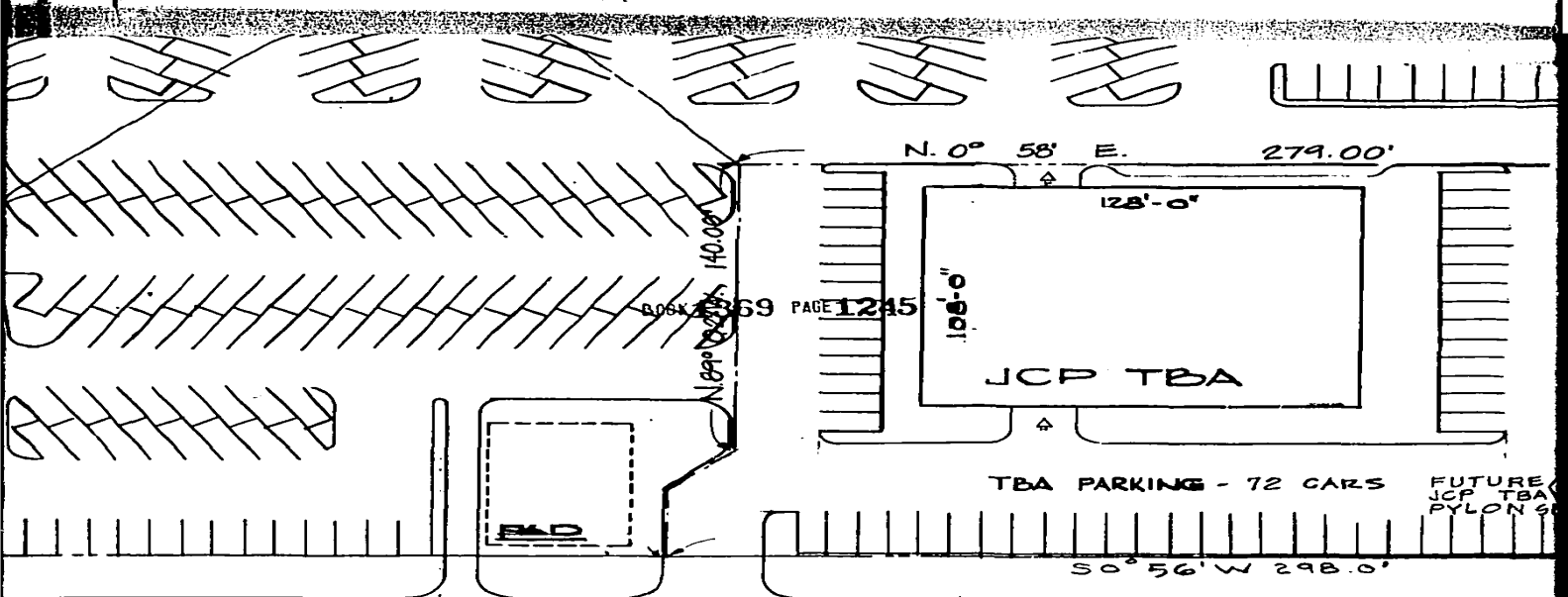
FIRE CORRIDOR AS REQUIRED BLDG. CODE

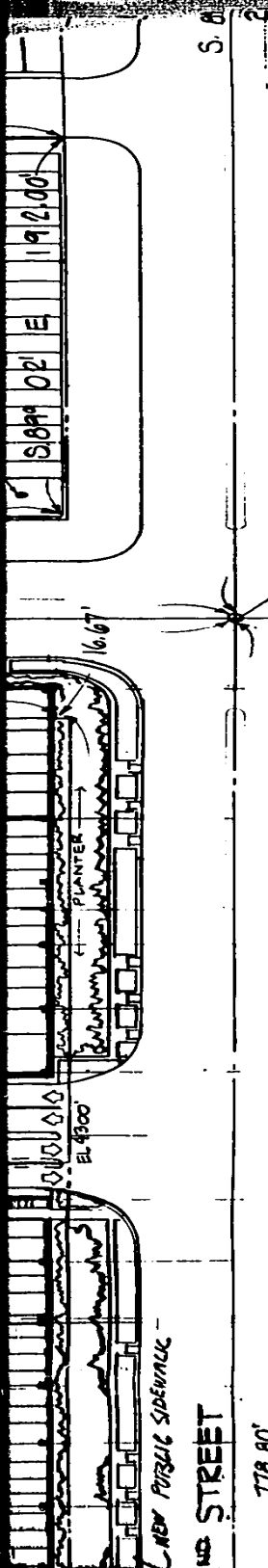
MALL 14'-0" CEILING HT.

STAIR

RESCALATOR







3rd Level	27,175 S.F.	
2nd Level	68,566	
A.C. Penthouse	6,241	
T.B.A.	144,225 S.F.	135
	13,647	13
	157,872 S.F.	146
<b>NORDSTROMS</b>		
1st Level	27,000 SF.	25
2nd Level	30,000	28
3rd Level	21,950	20
	78,950 S.F.	73
<b>WEINSTOCKS</b>		
1st Level	49,535 S.F.	46
2nd Level	50,416	47
	99,951 S.F.	94
<b>BON MARCHIE DOCK 1369 PAGE 1246</b>		
Basement	48,399 S.F.	45
1st Level	46,889	45
2nd Level	45,708	45
Penthouse	2,531	
	143,527 S.F.	136
<b>TENANT BUILDING (BON MARCHIE)</b>		
1st Level	8,375 S.F.	6
2nd Level	8,855	8
	17,230 S.F.	14
<b>Bon Marche TOTAL</b>		
	160,757 S.F.	150
<b>WOODBURY MALL STORES</b>		
Basement	25,800 S.F.	19
1st Level	31,500 S.F.	27
2nd Level	31,500 S.F.	26
	88,800 S.F.	74
<b>DEVELOPER'S MALL STORES</b>		
<u>Lower Level</u>		
Building A	12,057	10
Building B	33,098	30
Building C	23,985	21
Building D	4,632	4
Building E	35,068	30
Building F	22,165	20
Building G	11,139	9
Sub-Total	140,144 S.F.	126
<u>Upper Level</u>		
Building H	11,153 S.F.	9
Building J	29,890	26
Building K	28,810	25
Building L	4,057	4
Building M	58,905	48
Building N	10,695	10
Sub-Total	143,510 S.F.	124
TOTAL	283,654 S.F.	250
<b>ENCLOSED MALL</b>		
Lower Level	56,187 S.F.	
Upper Level	65,213	
	121,400 S.F.	
<b>TOTAL SHOPPING CENTER</b>		
	991,384 S.F.	79
<b>PARKING REQUIREMENTS</b>		
Total Floor Area	794,219 S.F.	
Omit Bon Offices	8,440	
Omit part of Woodbury Bldg.	14,690	
	771,089 S.F.	
Required Cars = 4.5 Cars/1000 x 771.089 = 3470 Cars		
<b>PARKING PROVIDED</b>		
<b>PARKING STRUCTURE (East of Grant Avenue)</b>		
Ground Level	729 Cars	353
2nd Level	960	346
3rd Level	960	346
4th Level	727	264
	3376 Cars	1,310
On Grade at JCP Dock		
	22	
Parking (West of Grant)		
	3398 Cars	
	72	
Total Parking		
	3470 Cars	
Parking Ratio		
	3470 = 4.50 Cars per 10	
	771.089	
<b>PARCEL AREA TABULATIONS</b>		

27,418 S.F.	67,812 S.F.
68,566	67,604
6,241	
144,225 S.F.	135,416 S.F.
13,647	13,276
157,872 S.F.	148,692 S.F.
27,000 S.F.	25,650 S.F.
30,000	28,500
21,750	20,850
78,950 S.F.	75,000 S.F.

49,535 S.F.	46,810 S.F.
50,416	47,643
99,951 S.F.	94,453 S.F.

48,399 S.F.	45,104 S.F.
46,889	45,215
45,708	45,693
2,531	
143,527 S.F.	136,012 S.F.

8,375 S.F.	6,136 S.F.
8,855	8,440
17,230 S.F.	14,576 S.F.
160,757 S.F.	150,588 S.F.

25,800 S.F.	19,513 S.F.
31,500 S.F.	27,144 S.F.
31,500 S.F.	28,033 S.F.
88,800 S.F.	74,690 S.F.

12,057	10,122
33,098	30,399
23,985	21,941
4,632	4,632
33,068	30,294
22,165	20,272
11,139	9,062
140,144 S.F.	126,722

11,153 S.F.	9,534 S.F.
29,890	26,249
28,810	25,220
4,057	4,057
58,905	48,612
10,695	10,402
143,510 S.F.	124,074 S.F.
283,654 S.F.	250,796 S.F.

56,187 S.F.	
65,213	
121,400 S.F.	
791,384 S.F.	794,219 S.F.

794,219 S.F.
8,440
14,670
771,029 S.F.

39 = 3470 Cars

729 Cars	353,492 S.P.
960	346,100
960	346,100
727	264,840
3376 Cars	1,310,532 S.P.

22
3398 Cars
72

3470 Cars

3470 = 4.50 Cars per 1000 S.P. of floor area  
771,029

JOB CAPT.	
DRAWN BY	
CHECKED BY	
DATE	9-20-79
SCALE	1" = 50'-0"

BOOK 1369 PAGE 1247

**BURKE NICOLAIS ARCHULETA**

ARCHITECTURE      ENGINEERING      INTERIOR DESIGN

HAROLD J. NICOLAIS A.I.A.      WILLARD J. ARCHULETA JR. A.I.A.

740 NORTH FIGUEROA STREET, LOS ANGELES, CALIFORNIA 90017 (213) 242-6111 / (213) 242-6112



REVISIONS	

KIESEL  
AVE.

EXISTG.  
SIGNAL  
TYP.

24<sup>TH</sup> STREET N. 89° 09' W.

663.30

NEW PUBLIC SIDEWALK

1359 PAGE 1248

NORDSTROMS  
F.F. 6.09'

NOT A PART OF ENCLOSED  
MALL PER T.R.D.

STAIR & ELEVATOR  
TO BE A PART OF  
ENCLOSED MALL  
EASEMENT

WOODBURY  
MALL STORES

ZCMI

FUTURE PARKING  
CONTROL BOOTHS  
& GATES  
(TYP. ALL ENTRANCES)

MALL  
ENTRANCE

BLDG. "A"  
F.F. 6.09'

BLDG. "D"

WEINS

PROPOSED  
PEDESTRIAN  
BRIDGE

EL+4308.43

R.D.

30'

181.50

110.50

96.00

16.30

50.00

17.00

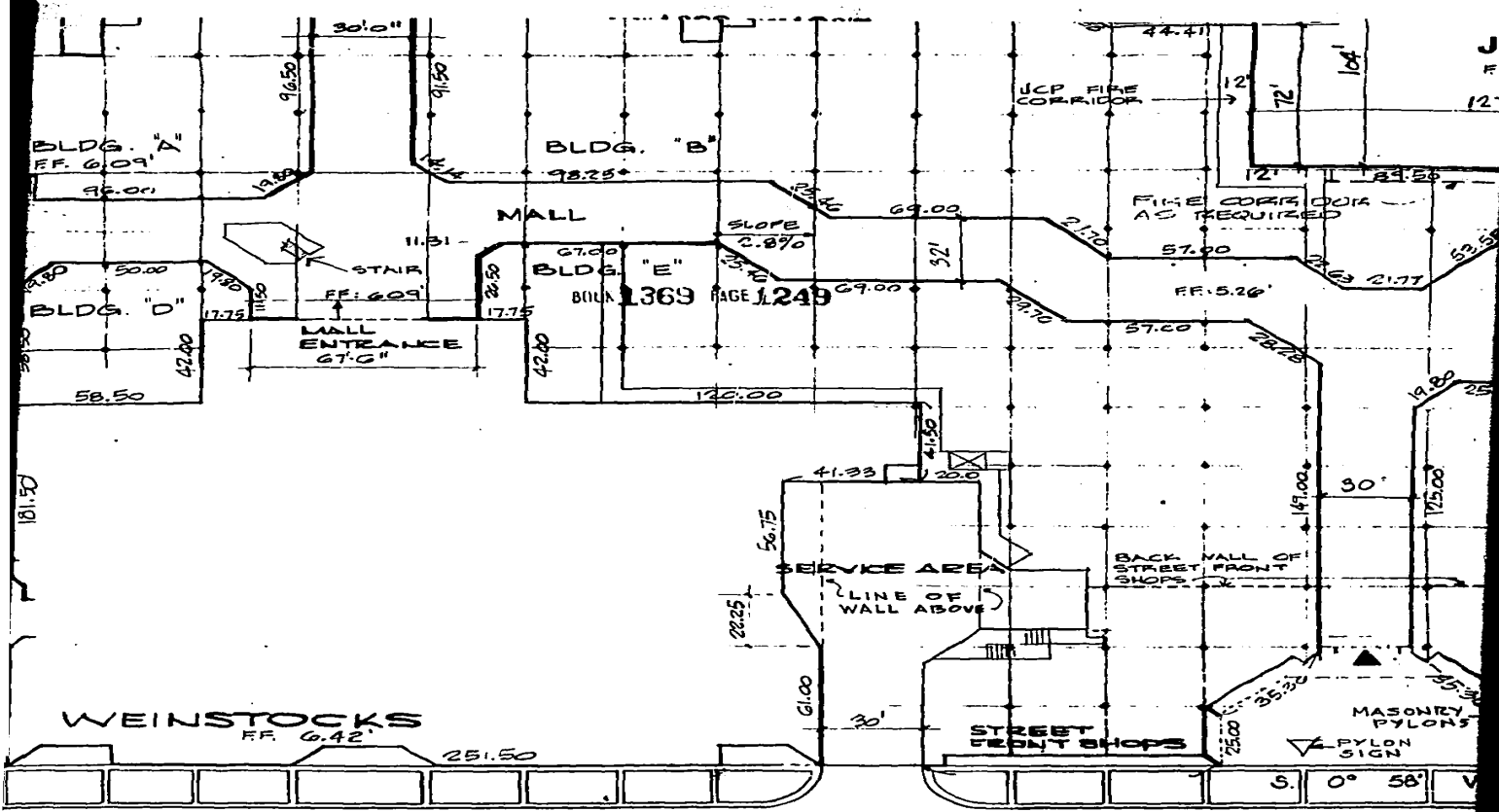
17.75

28.50

58.50

42.00

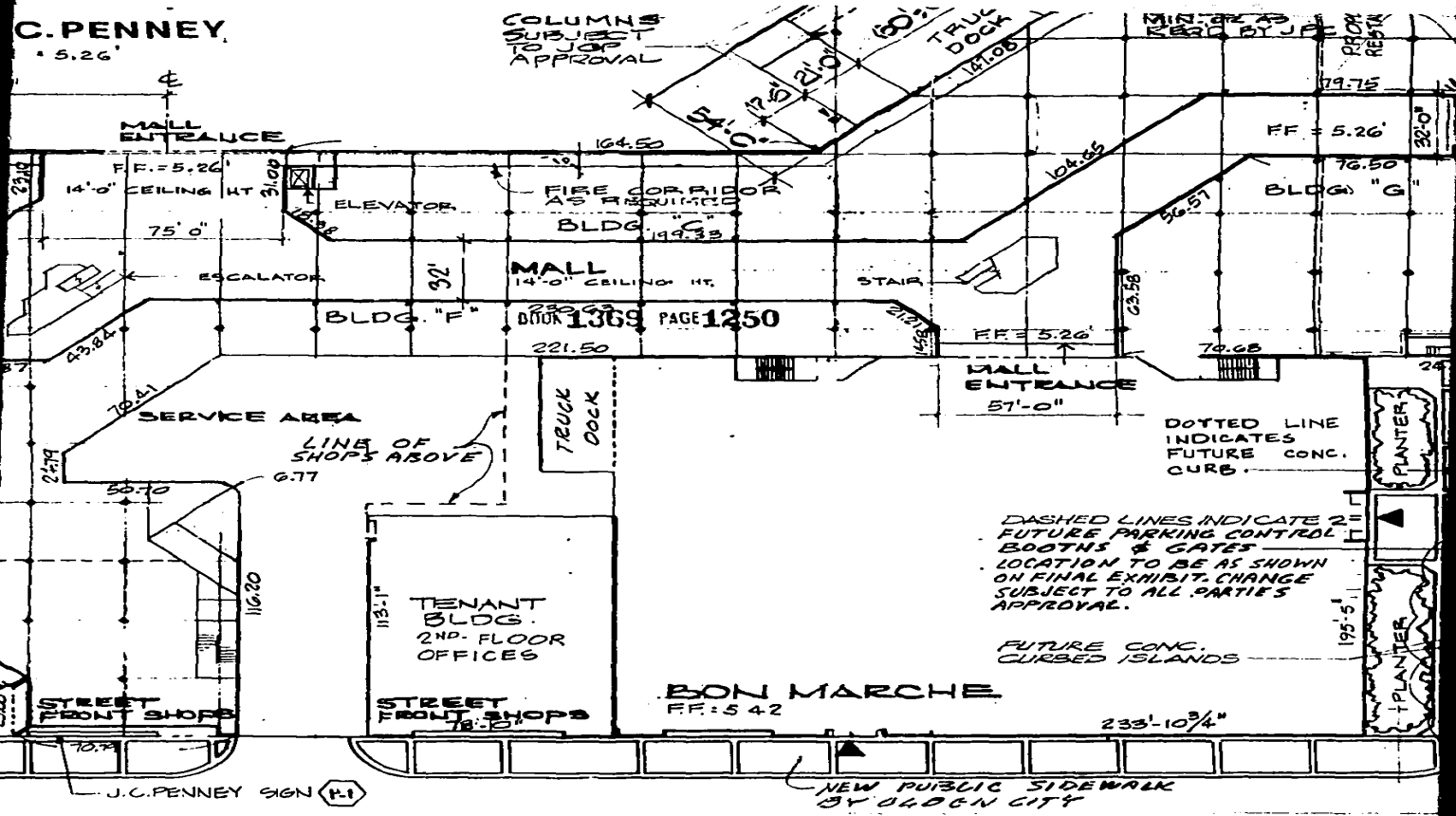
200'



C. PENNEY  
+ 5.26'

COLUMNS  
SUBJECT  
TO JOINT  
APPROVAL

MIN. 10' BY 10'  
FROM  
RESTA



DOOR 1369 PAGE 1250

DASHED LINES INDICATE 2-FUTURE PARKING CONTROL BOOTHS & GATES. LOCATION TO BE AS SHOWN ON FINAL EXHIBIT. CHANGE SUBJECT TO ALL PARTIES APPROVAL.

FUTURE CONC. CURBED ISLANDS

BON MARCHE  
FF: 5.42

BON. BLYD  
EL. + 4304.32

NEW PUBLIC SIDEWALK BY ORDGN CITY

GRANT AVENUE

ONE WAY →

THE BON MONUMENT SIGN

LINE - 729 CARS

SHEAR WALLS

CONC. ISLANDS

22 CARS  
PAINTED ISLANDS

WALL FACTOR

WALL FACTOR

WALL FACTOR

WALL FACTOR

WALL FACTOR

WALL FACTOR

WALL FACTOR

WALL FACTOR

WALL FACTOR

WALL FACTOR

WALL FACTOR

WALL FACTOR

WALL FACTOR

WALL FACTOR

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WALL FACTOR

WALL FACTOR

WALL FACTOR

WALL FACTOR

WALL FACTOR

WALL FACTOR

WALL FACTOR

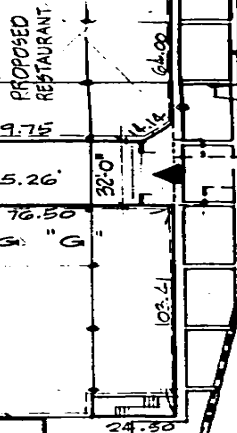
DOTTED LINE INDICATES FUTURE CONC. CURB.

DASHED LINES INDICATE FUTURE PARKING CONTROL BOOTHS & GATES. CAUTION TO BE AS SHOWN FINAL EXHIBIT. CHANGE SUBJECT TO ALL PARTIES' APPROVAL.

FUTURE CONC. CURBED ISLANDS

233'-10 3/4"

SIDE WALK CITY



BRIDGE #1

TEMPORARY CONC. CURB

PLANTER

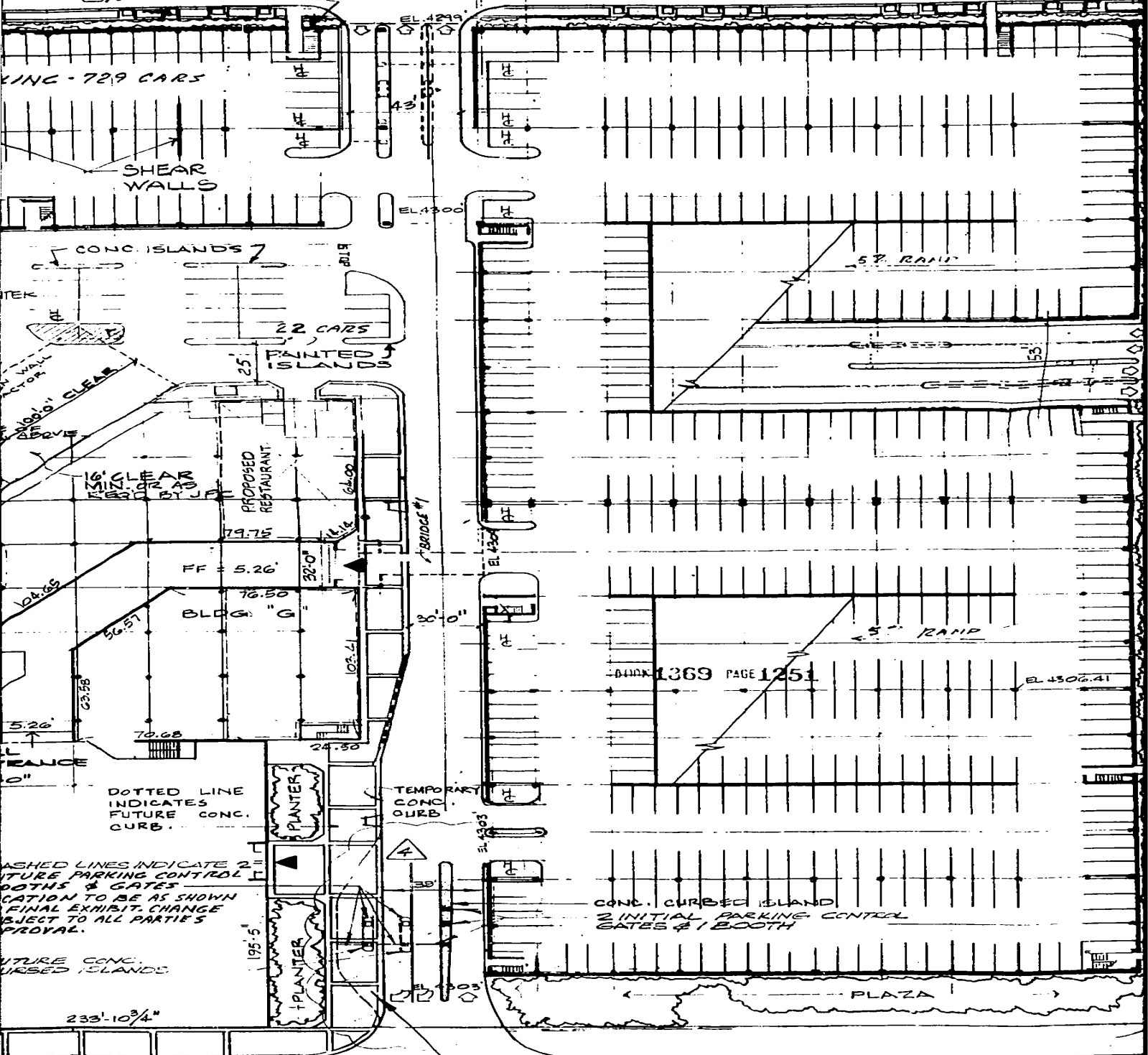
PLANTER

BLANK 1369 PAGE 1251

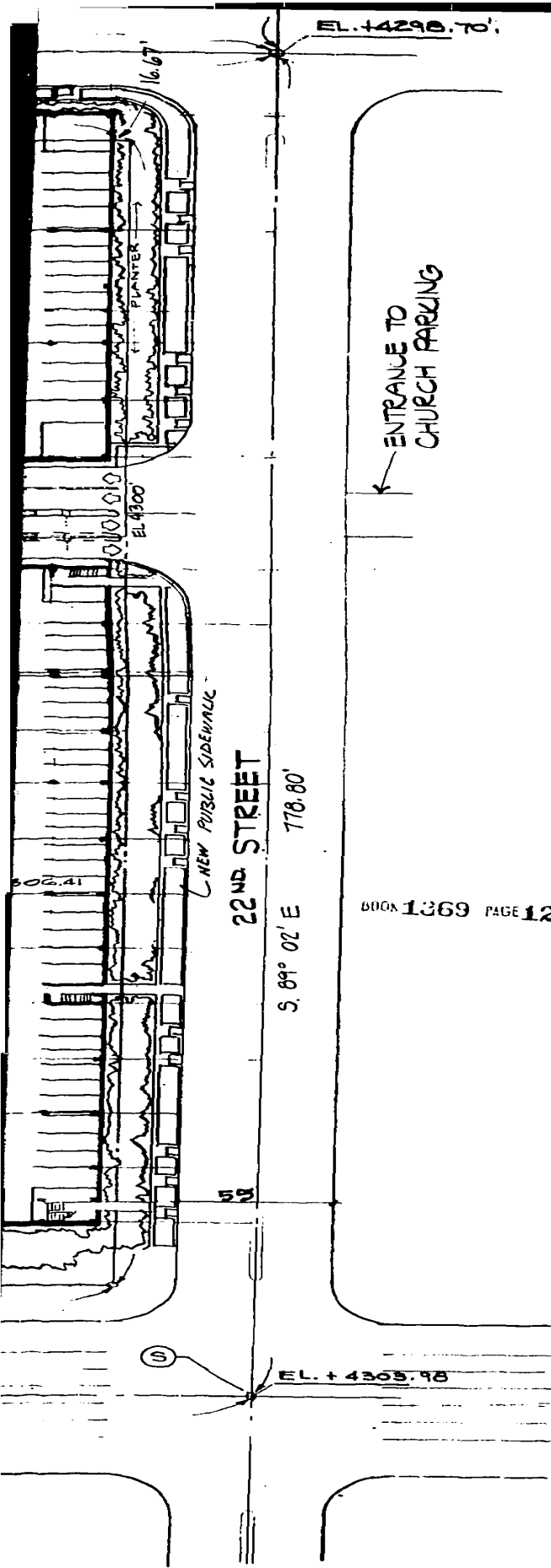
CONC. CURBED ISLAND, 2 INITIAL PARKING CONTROL GATES & 1 BOOTH

PLAZA

SEE SPECIAL NOTE HEREON







1st Level 31,500 S.F.  
2nd Level 31,500 S.F.  
88,800 S.F.

DEVELOPER'S MALL STORES

<u>Lower Level</u>	
Building A	12,057
Building B	35,098
Building C	23,985
Building D	4,652
Building E	35,068
Building F	22,165
Building G	11,159
Sub-Total	140,134 S.F.

<u>Upper Level</u>	
Building H	11,153 S.F.
Building J	29,890
Building K	23,810
Building L	4,057
Building M	58,905
Building N	10,695
Sub-Total	145,510 S.F.
TOTAL	285,654 S.F.

<u>ENCLOSED MALL</u>	
Lower Level	56,187 S.F.
Upper Level	65,213
	121,400 S.F.

TOTAL SHOPPING CENTER 991,384 S.F.

PARKING REQUIREMENTS

Total Floor Area	794,219 S.F.
.. Omit Bon Offices	- 8,440
omit part of Woodbury Bldg.	- 14,670
	771,089 S.F.

Required Cars = 4.5 Cars/1000 x 771.089 = 3470 Cars

PARKING PROVIDED

<u>PARKING STRUCTURE (East of Grant Avenue)</u>	
Ground Level	729 Cars
2nd Level	260
3rd Level	960
4th Level	727
	3376 Cars

On Grade at JCP Dock 22  
3398 Cars

Parking (West of Grant) 72

Total Parking 3470 Cars

Parking Ratio  $\frac{3470}{771.089} = 4.50$  Cars per 1000 S.F.

PARCEL AREA TABULATIONS

BOOK 1369 PAGE 1252

Developer Tract	7.832
<del>Northstar Tract</del>	0.758
Penney Tract	2.070
Penney TBA Tract	1.248
Agency Tract	8.028
Weinstock Tract	1.176
Bon Marche Tract	1.321
Woodbury Tract	0.727
	23.165 Acres

OGDEN CITY PLAZA (Convenience Center)

<u>Unit</u>	
A Nursery	9,000 S.F.
B Ernst Home Center	36,588
C Shops	13,344
D Pad	10,000
E Pad	7,500
F Pad	2,400
G Shops	17,945
H Cinema	15,671
J Shops	1,918
TOTAL	111,316 S.F.

Total Parking Provided = 562 Cars

Parking Index  $\frac{562}{111.316} = 5.05$  Cars/1000

**S** SPECIAL NOTE

IF PAY OR VALIDATED PARKING FACILITIES AND AT OGDEN CITY MALL, AND THE OBSERVED EXITING 400 VEHICLES PER HOUR AT THE WASHINGTON BLVD OTHER THAN A SATURDAY BETWEEN THANKSGIVING OR ON ANY DAY, EXCEPT A SATURDAY, BETWEEN CHRISTMAS DAY, THE THIRD OUTBOUND LANE AND BE INDICATED IN THE WASHINGTON BLVD DRAWING DOTTERED LINE ON "EXHIBIT B" OF THE SBA

BOOK 1369 PAGE 1244

Avenue)  
 729 Cars 353,492 S.F.  
 960 346,100  
 960 346,100  
 727 264,840  
3376 Cars 1,310,532 S.F.

22  
3398 Cars  
 72

3470 Cars

3470 = 4.50 Cars per 1000 S.F. of floor area  
771.089

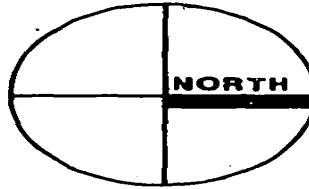
7.832  
 0.758  
 2.070  
 1.248  
 8.026  
 1.176  
 1.321  
 0.721

BOOK 1369 PAGE 1253

5 25.168 Acres

Center)

9,000 S.F.  
 36,588  
 13,344  
 10,000  
 7,500  
 2,400  
 17,945  
 15,621  
 1,918  
111,316 S.F.



Cars

s/1000

5 SPECIAL NOTE

LOCATED PARKING FACILITIES AND OPERATIONS ARE UTILIZED MALL, AND THE OBSERVED EXITING TRAFFIC VOLUMES EXCEED PER HOUR AT THE WASHINGTON BLVD. DRIVEWAY ON A SATURDAY SATURDAY BETWEEN THANKSGIVING DAY AND CHRISTMAS DAY, EXCEPT A SATURDAY BETWEEN THANKSGIVING DAY AND THE THIRD OUTBOUND DRIVEWAY AND CASHIER FACILITIES SHALL IN THE WASHINGTON BLVD. DRIVEWAY AS INDICATED BY THE INFLUENCE OF THE TRAFFIC VOLUMES.

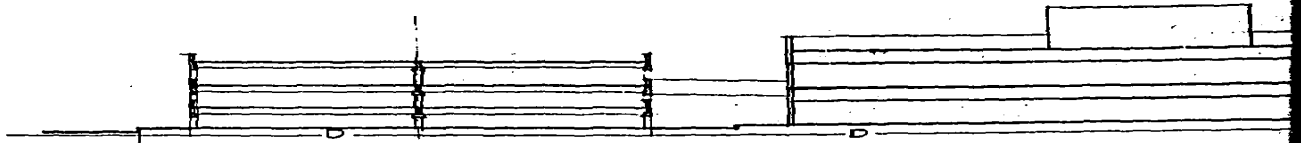
NO.	DATE	REVISIONS	NO.	DATE	REVISIONS
1	2-1-80	GENERAL REVISION			
2	4-22-80	RELOCATED NORDSTROM & WOODBURY MONUMENT SIGNS			
3	6-16-80	REVISE NORDSTROM'S STORE			
4	8-5-80	RELOCATED CHECK-OUT ISLANDS			
5	10-2-80	REVISED PARCEL AREAS, ADDED "SPECIAL NOTE"			

**EXB**

1

OF 4 SHEETS

BOOK 1369 PAGE 1254



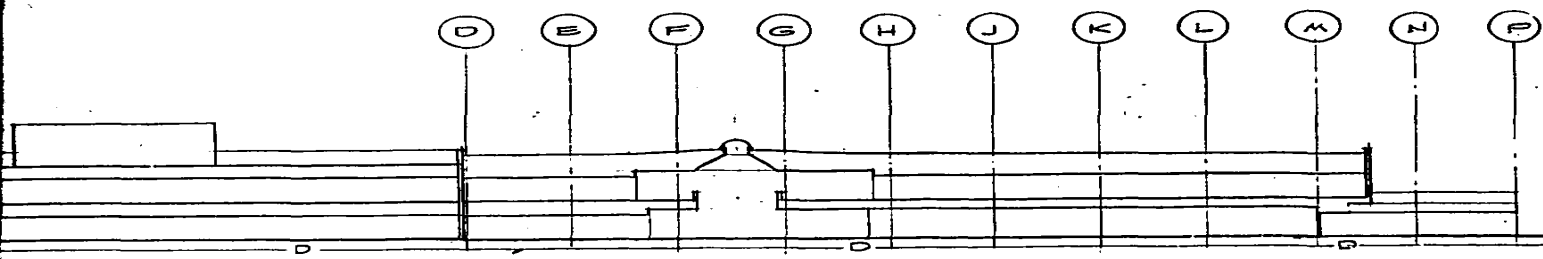
PARKING STRUCTURE

J.C. PENNEY



SECTION  
1" = 50'-0"

BOOK 1369 PAGE 1255



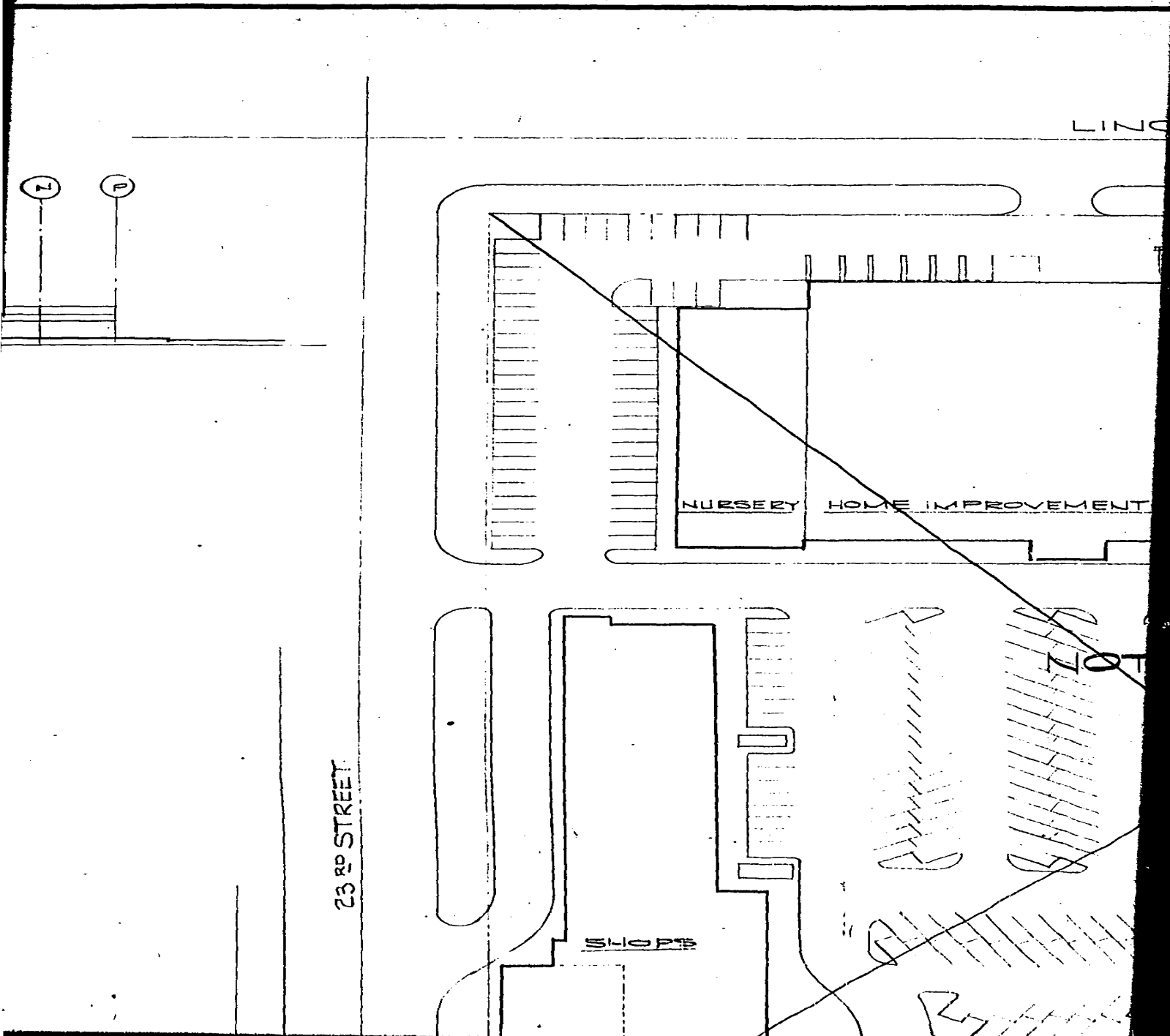
C. PENNEY

MALL BLDG

SECTION

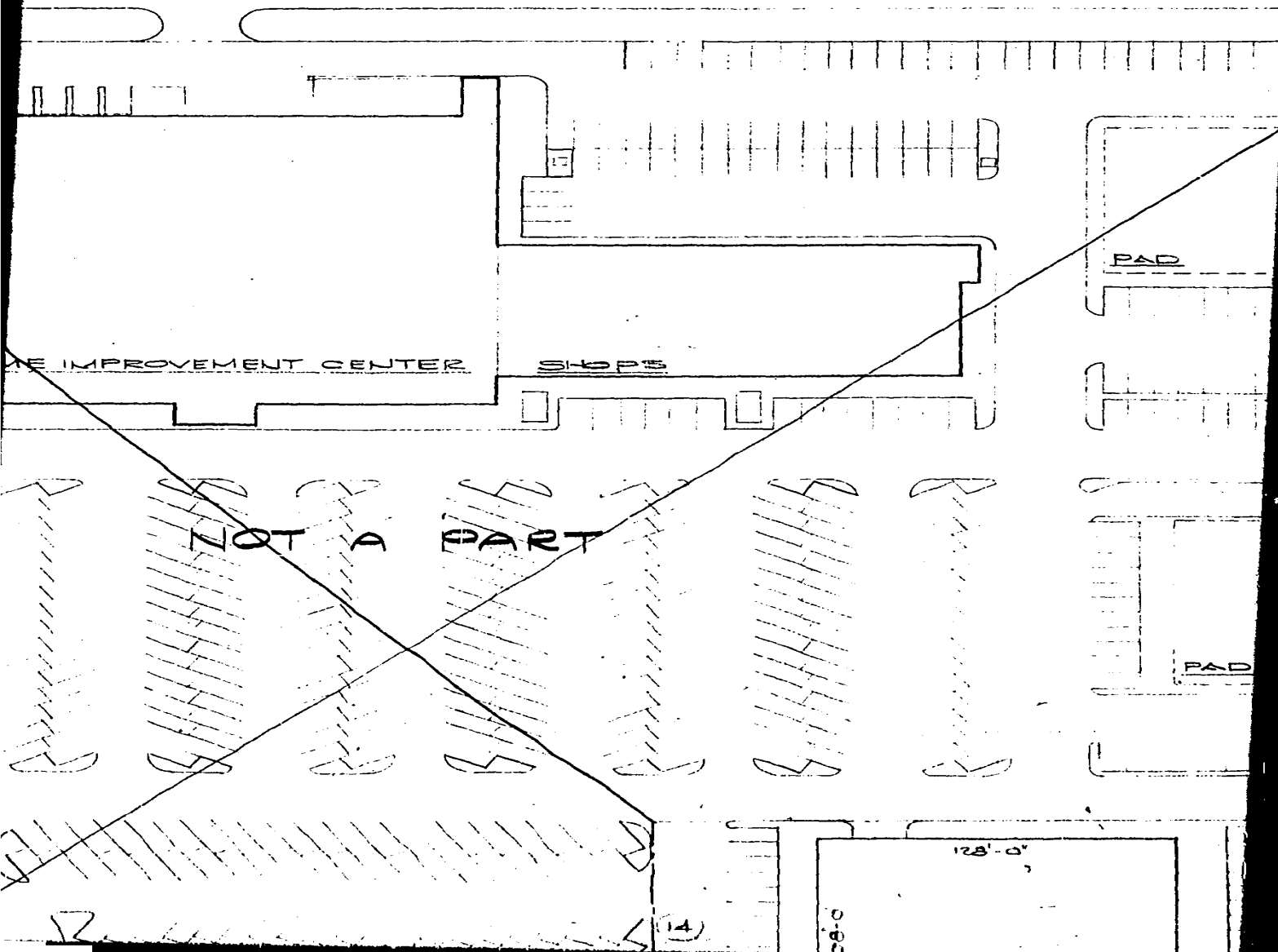
1" = 50'-0"

BOOK 1369 PAGE 1256



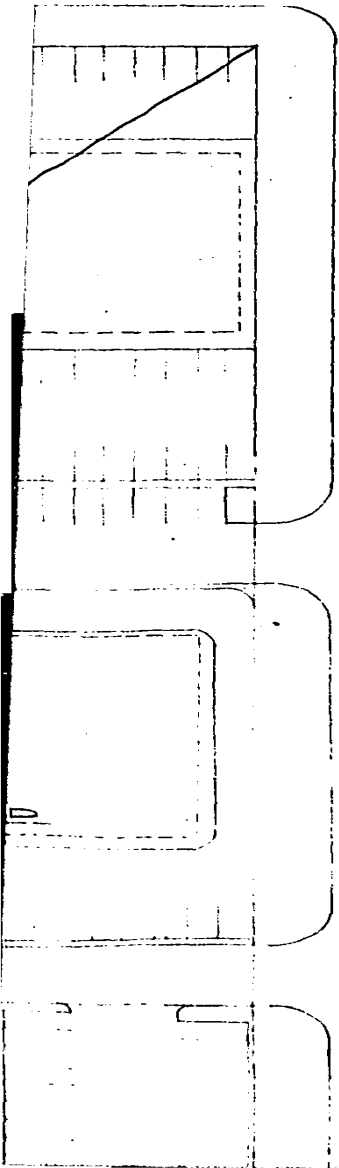
BOOK 1369 PAGE 1257

LINCOLN AVENUE



BOOK 1369 PAGE 1258

22<sup>ND</sup> STREET



BOOK 1369 PAGE 1259

SECOND LEVEL PARKING DECK AND SECOND FLOOR MALL LEVEL

**ogden city/mall**  
OGDEN, UTAH

JOB NO.  
7552

CONTRACTOR TO VERIFY ALL DIMENSIONS, CONDITIONS, ETC.,  
PERTAINING TO THE WORK AT THE SITE BEFORE PROCEEDING WITH THE WORK.

JOB CAPT.

DRAWN BY

CHECKED BY

DATE 9-20-79

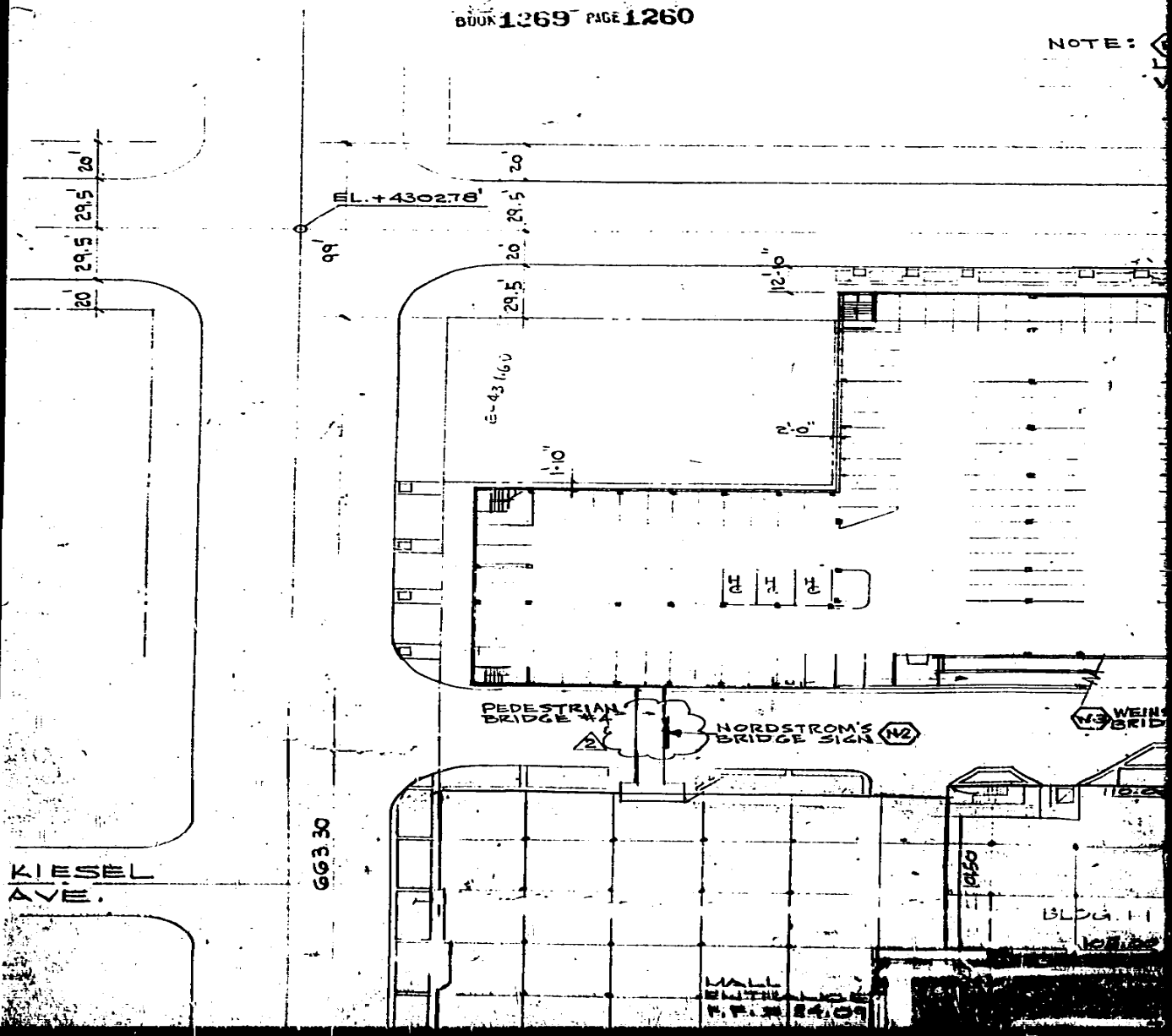
SCALE 1"=50'-0"

ETA  
DESIGN  
A.I.A.



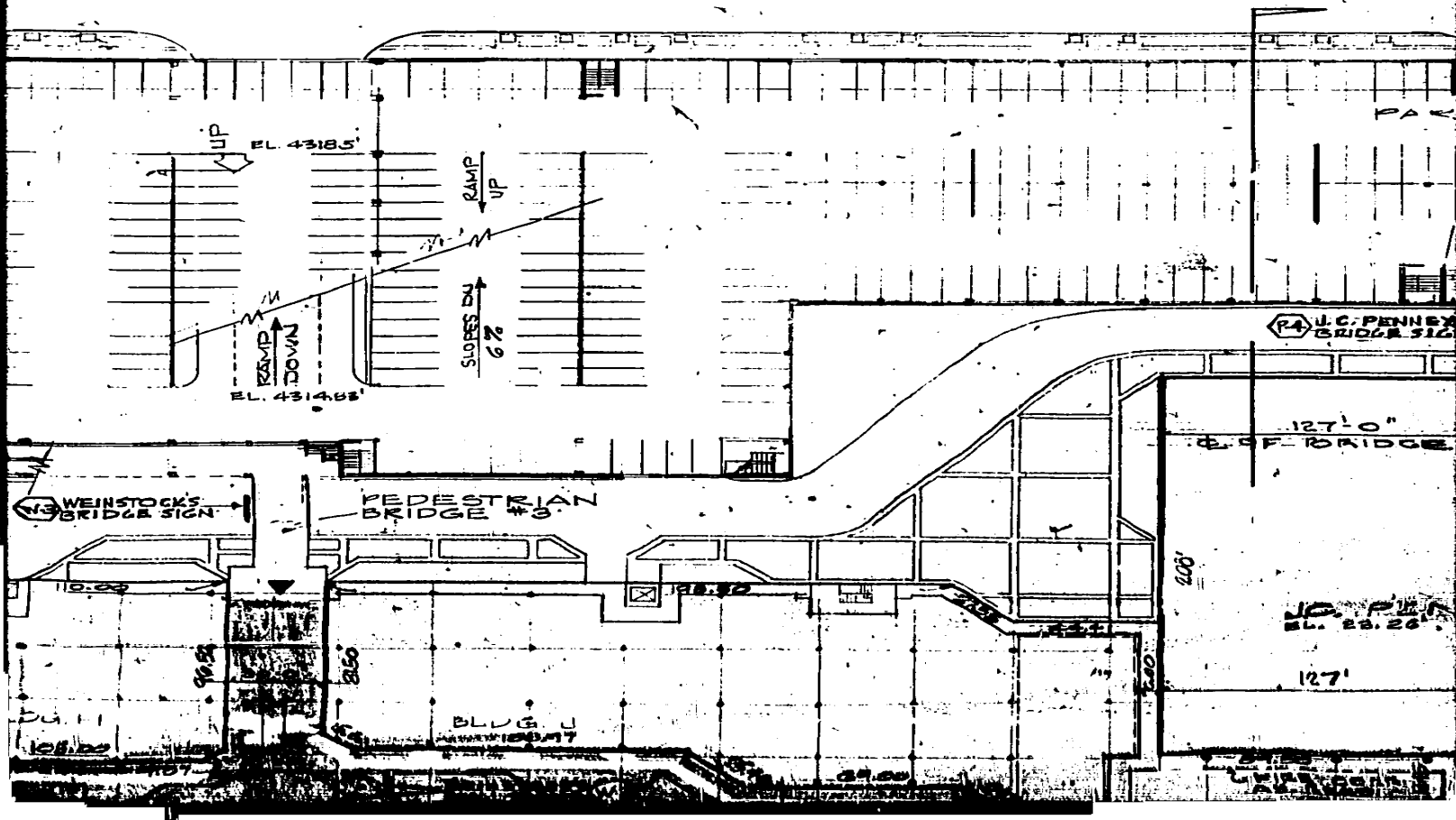
BOOK 1269 PAGE 1260

NOTE:



BOOK 1369 PAGE 1261

NOTE: (P) INDICATES SIGN EASEMENT LOCATION PER R.E.A.  
LETTER DESIGNATIONS INDICATE: 'B' - THE BON; 'P' - J.C. PENNEY;  
'W' - WEINSTOCKS; 'N' - NOROSTROM.



23.5'

SHOPS

BOOK 1369 PAGE 1262

SINEMA

SHOPS

EL + 4301.02'

GRANT AVENUE

EL. 4315.0'

PARKING STRUCTURE  
920 CARS

PEDESTRIAN  
LAWNS

C. PENNEY  
RIDGE SIGN

PEDESTRIAN  
BRIDGE #2

10'  
RIDGE

15'0"

329'

70' 20' ZEBY

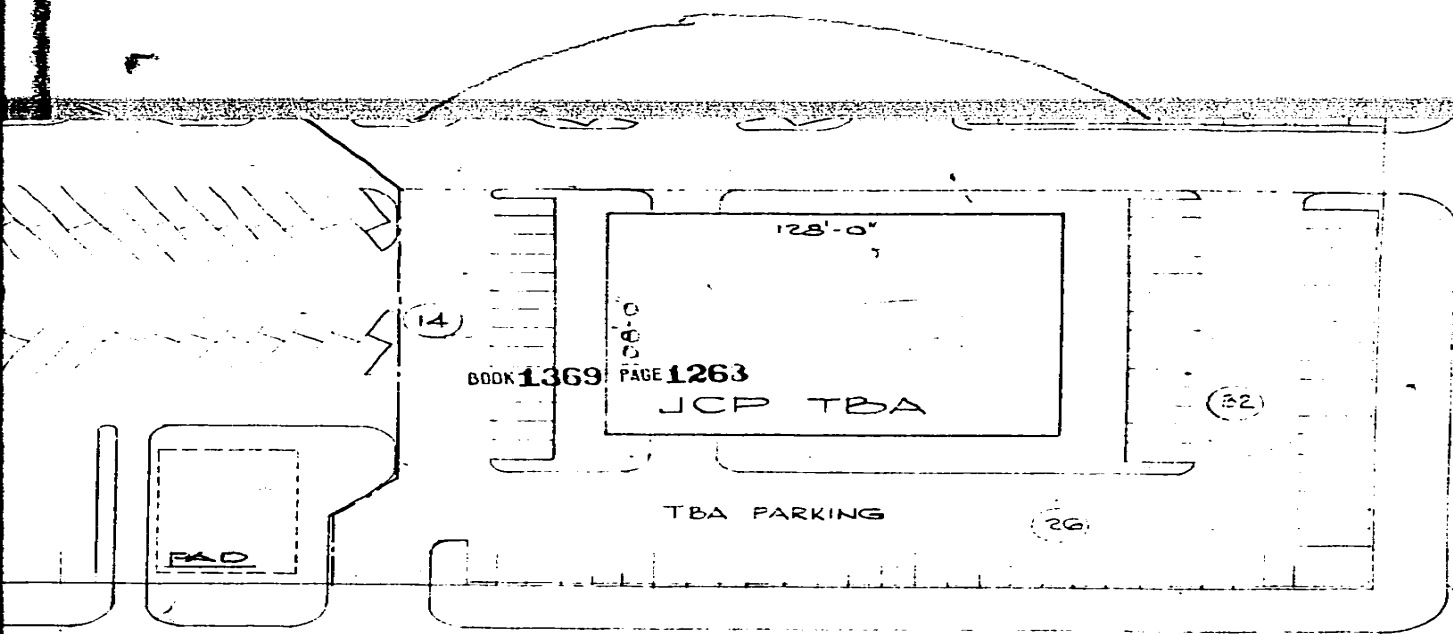
TRUCK DOKK  
BELOW

MALL  
ENTRANCE

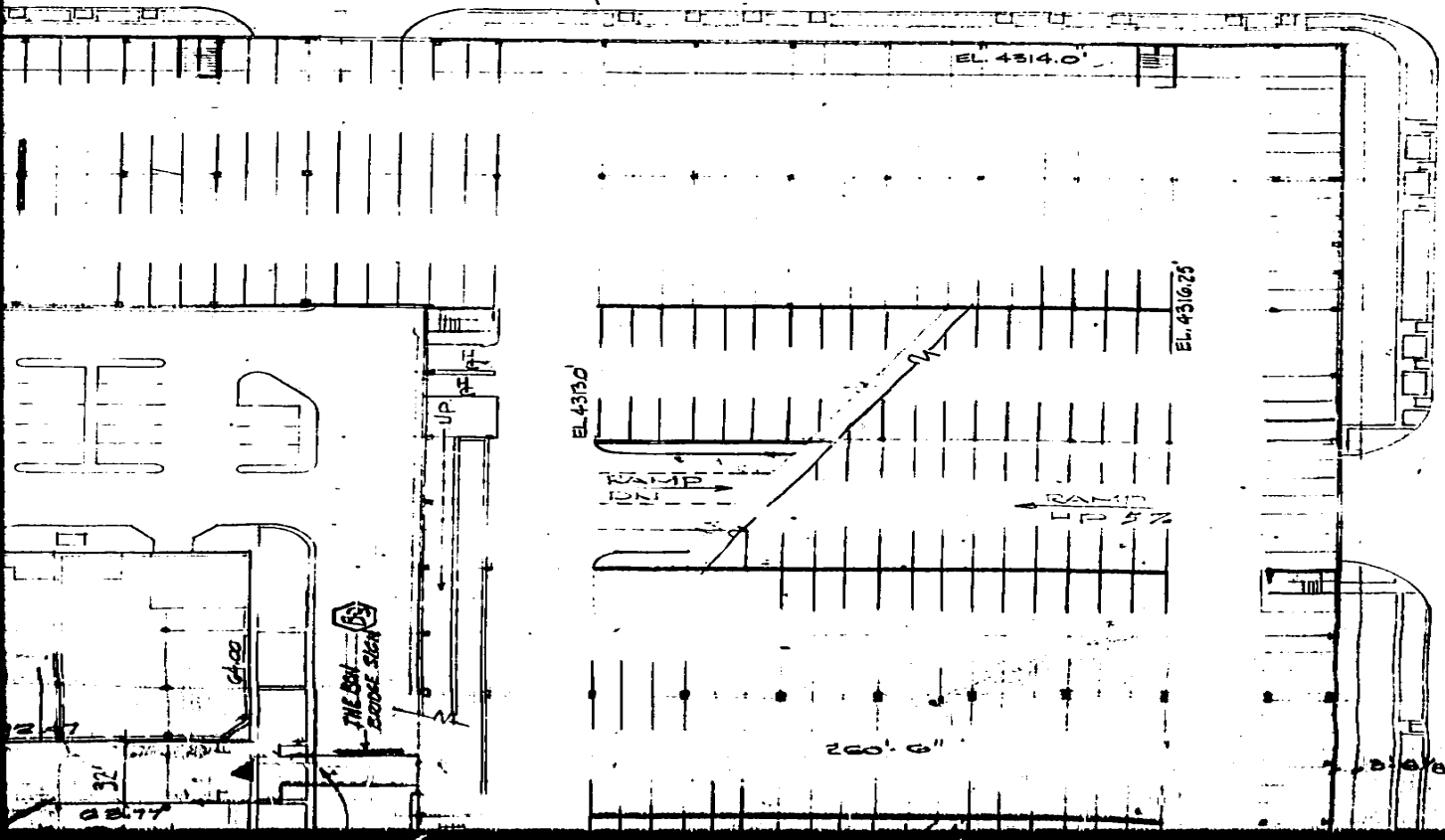
124.60'

91.82'

BLDG



AVENUE



BOOK 1369 PAGE 1264

EL. 4298.70'

7  
7

BOOK 1369 PAGE 1265

JOB CAPT.

DRAWN BY

CHECKED BY

DATE

SCALE

9-20

1" = 50'

**BURKE NICOLAIS ARCHULETA**

ARCHITECTURE ENGINEERING INTERIOR DESIGN

HAROLD J. NICOLAIS A.I.A. MILLARD J. ARCHULETA JR. A.I.A.

740 NORTH FIGUEROA STREET, LOS ANGELES, CALIFORNIA 9001 (213) 249-2229 / (213) 249-1211



KIESEL  
AVE.

24<sup>TH</sup> STREET

663.30

BOOK 1369 PAGE 1266

NORDSTROMS

152.0'

WOODBURY  
MALL STORES

PEDESTRIAN  
BRIDGE #24

NORDSTROM'S  
BRIDGE SIGN

N3 WEI  
BRIDGE

MALL  
ENTRANCE  
F.F. = 24.09

BLDG. H  
105.00

BLDG. L

58.50

NORDSTROM  
SIGN

PEDESTRIAN  
BRIDGE

EL+4308.43

9.26

ZEM

E-43160

1'10"

2'-0"

10'50"

53'00"

11'00"

11'00"

11'00"

11'00"

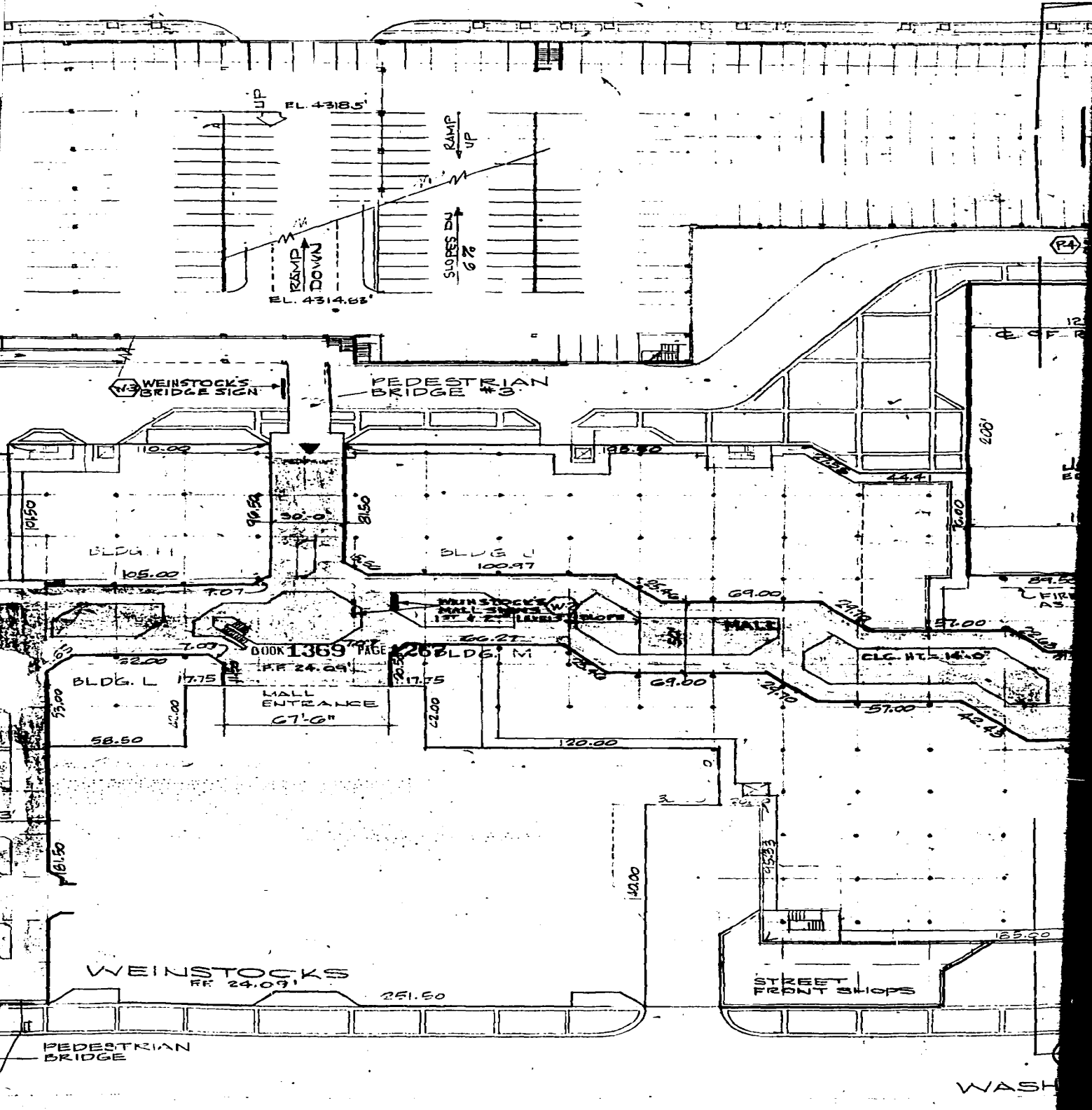
11'00"

11'00"

11'00"

11'00"

LETTER DESIGNATIONS INDICATE: 'W' - WEINSTOCKE; 'N' - NORDSTROM.



R4

12  
E OF R

FR 24.50  
FIRE  
AS

22.00  
22.00

185.00

WASH



EL+4301.02'

GRANT

EL. 43150'

PARTIAL STRUCTURE  
960 CARS

PED. LANE

(P4) J.C. PENNEY  
BRIDGE SIGN

PEDESTRIAN  
BRIDGE #2

329'

127'-0"  
C. OF BRIDGE

J.C. PENNEY  
EL. 23.26'

127'

211.58

TRUCK DOCK  
BELOW

MALL  
ENTRANCE

84.50  
FIRE CORR.  
AS READ.

1745

CLG. HT. = 17'-0" MIN.

BOOK 1309 PAGE 1268

204.00

148.85

(R3) MALL SIGN  
7'-0" LEVELS

5.00

(R2) MALL SIGN  
(7' LEVELS)

CLG. HT. = 14'-0" MIN.

MALL

91.92

116.98

4.85

EL. 25.26'

MALL  
ENTRANCE

57'-0"

213.45

99.60

77.58

86.10

113'-1"

STREET  
FRONT SHOPS

STREET  
FRONT SHOPS

BON MARCHE  
F.F. 23.42'

233'-10 3/4"

J.C. PENNEY SIGN (P1)

WASHINGTON BLVD

EL+4304.32

AVENUE

EL. 4314.0'

EL. 4316.25'

EL. 4319.0'

260'-6"

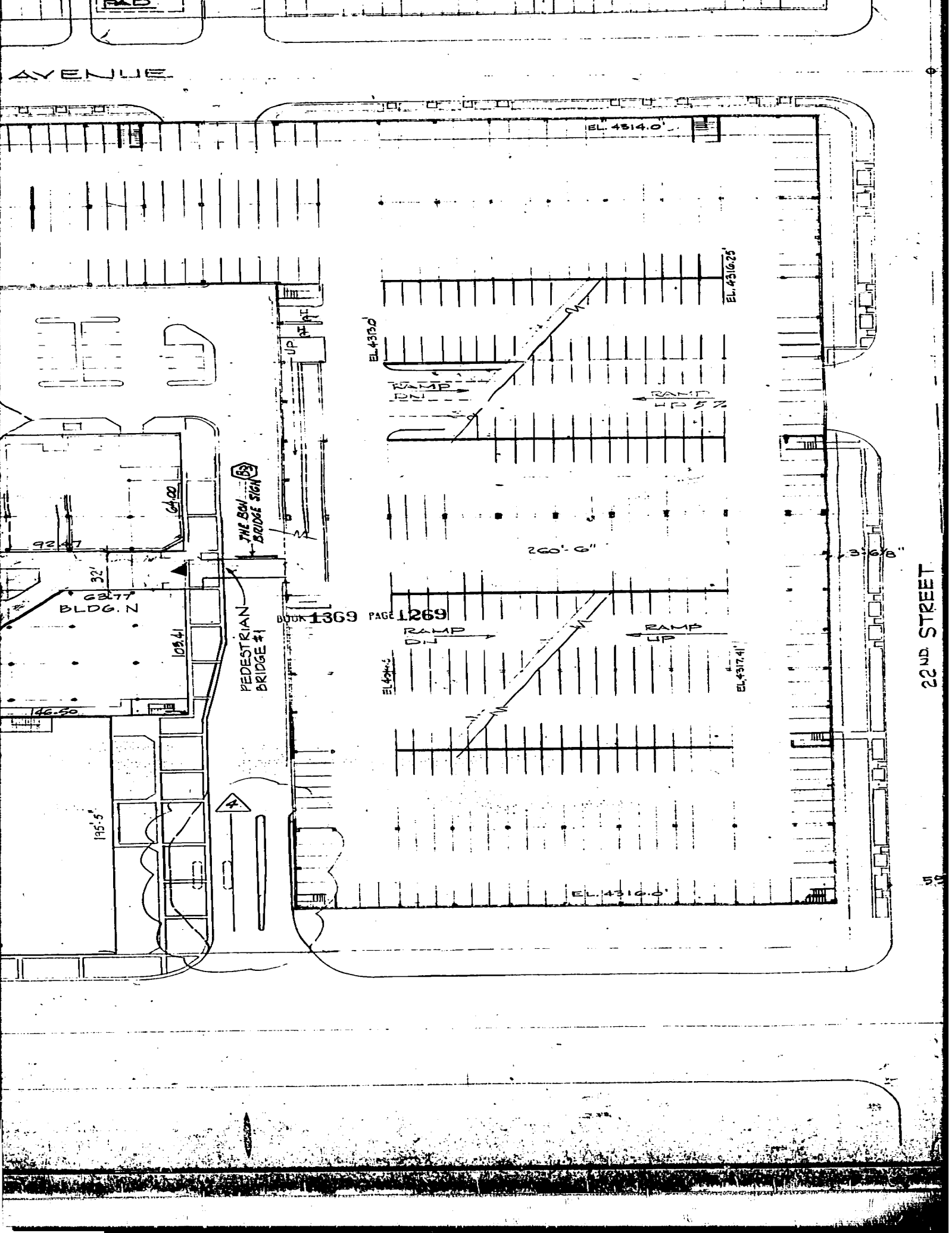
BOOK 1369 PAGE 1269

EL. 4314.5'

EL. 4317.41'

EL. 4316.0'

22<sup>ND</sup> STREET



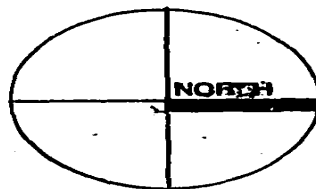
EL. +4298.70

22<sup>ND</sup> STREET

BOOK 1369 PAGE 1270

EL. +4303.98

BOOK 1369 PAGE 1271



**BURKE NICOLAIS ARCH**

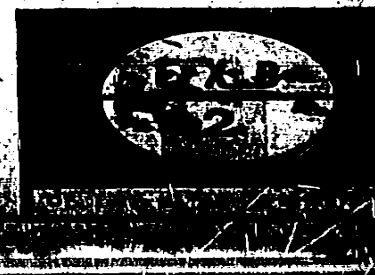
ARCHITECTURE      ENGINEERING      INTERIORS

HAROLD J. NICOLAIS A.I.A.      MILLARD J. ARCHUL

7140 NORTH FIGUEROA STREET, LOS ANGELES, CALIFORNIA 90011 (213) 254-7272 / (213) 254-7273

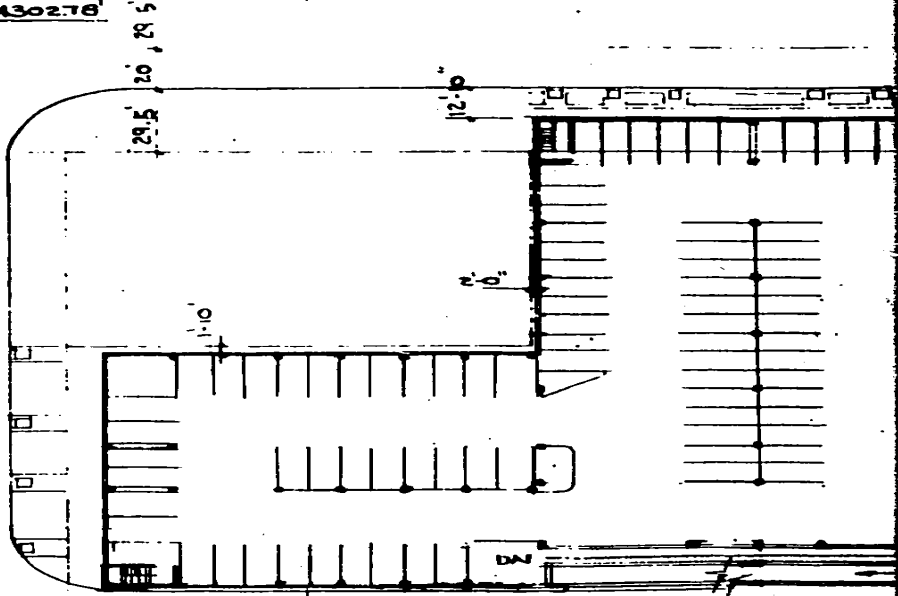


NO.	DATE	REVISIONS	NO.	DATE	REVISIONS
1	2-1-80	GENERAL REVISION			
2	4-22-80	RELOCATED NORDSTROM'S BRIDGE SIGN			
3	6-16-80	REVISED NORDSTROM'S STORE			
4	8-5-80	RELOCATED CHECKOUT ISLANDS			



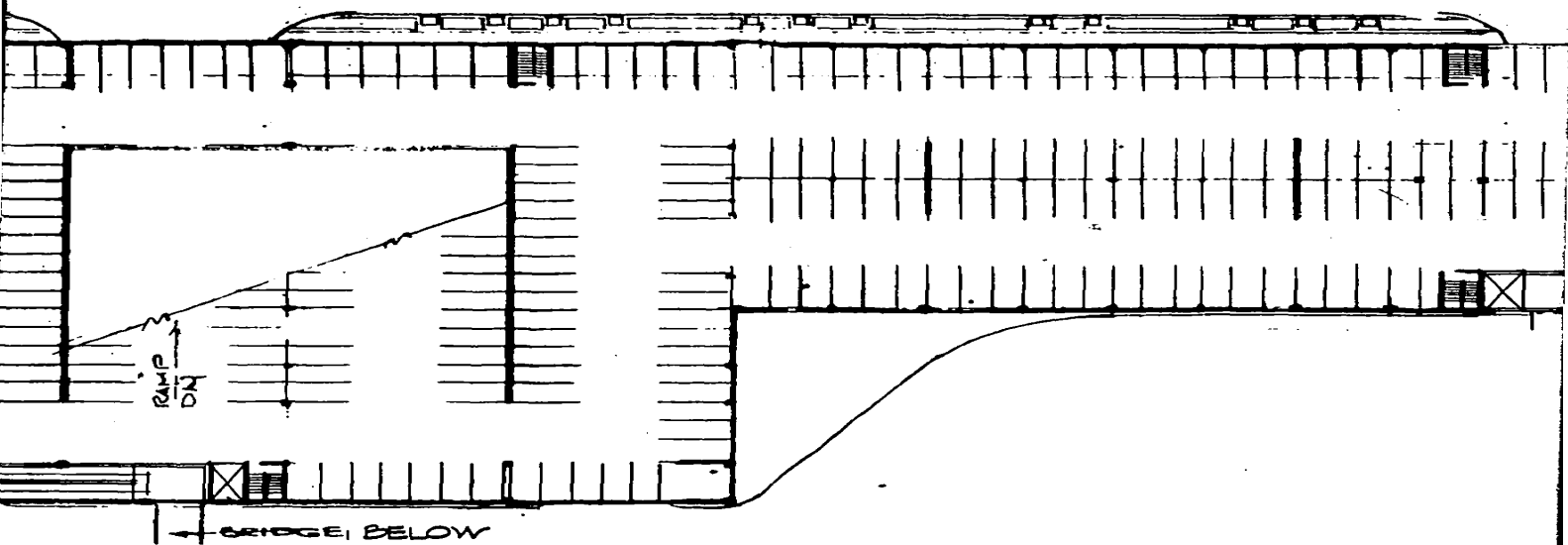
BOOK 1369 PAGE 1272

+4302.76'



FOURTH LEVEL PARKING

BOOK 1369 PAGE 1276



DECK

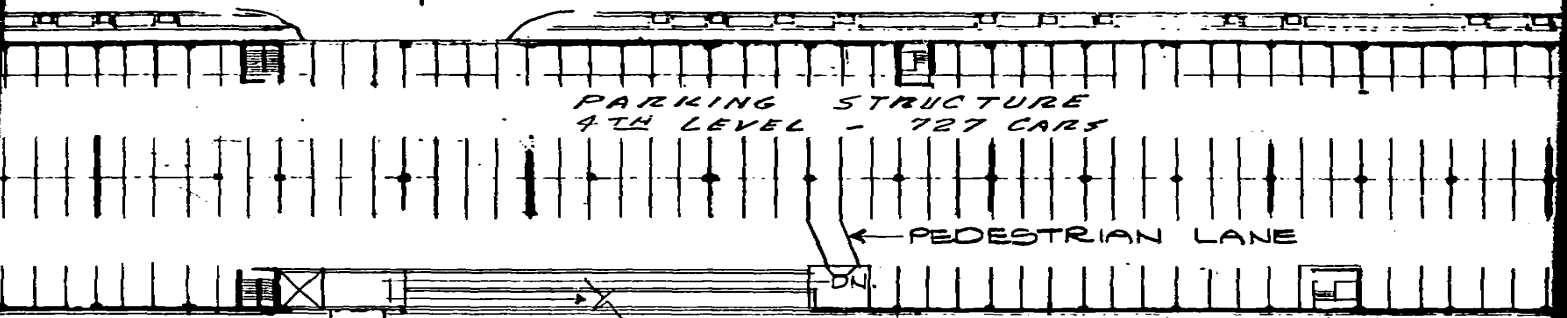
BOOK 1369 PAGE 1274

EL. 4301.02'

GRANT A

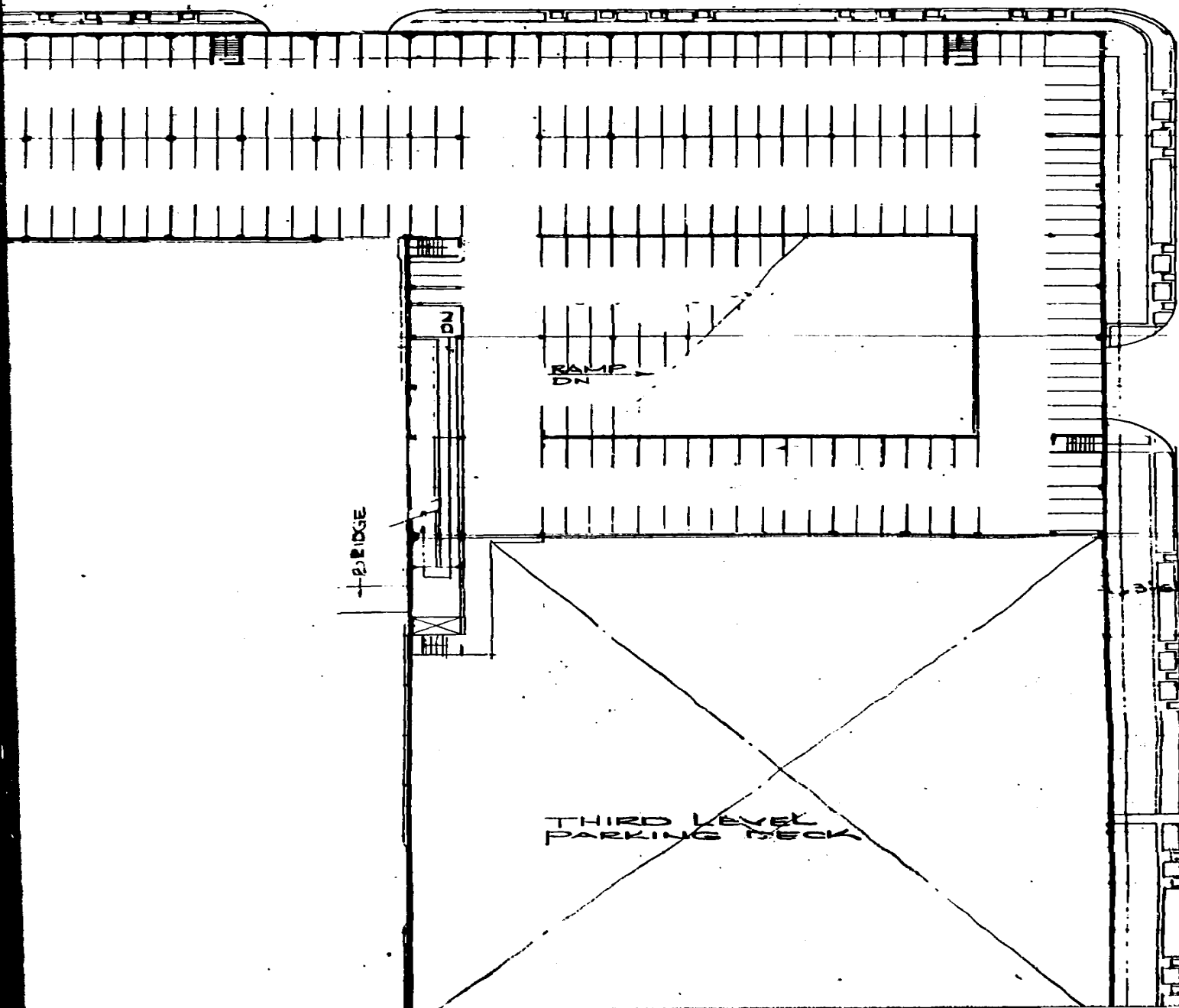
PARKING STRUCTURE  
4TH LEVEL - 727 CARS

← PEDESTRIAN LANE



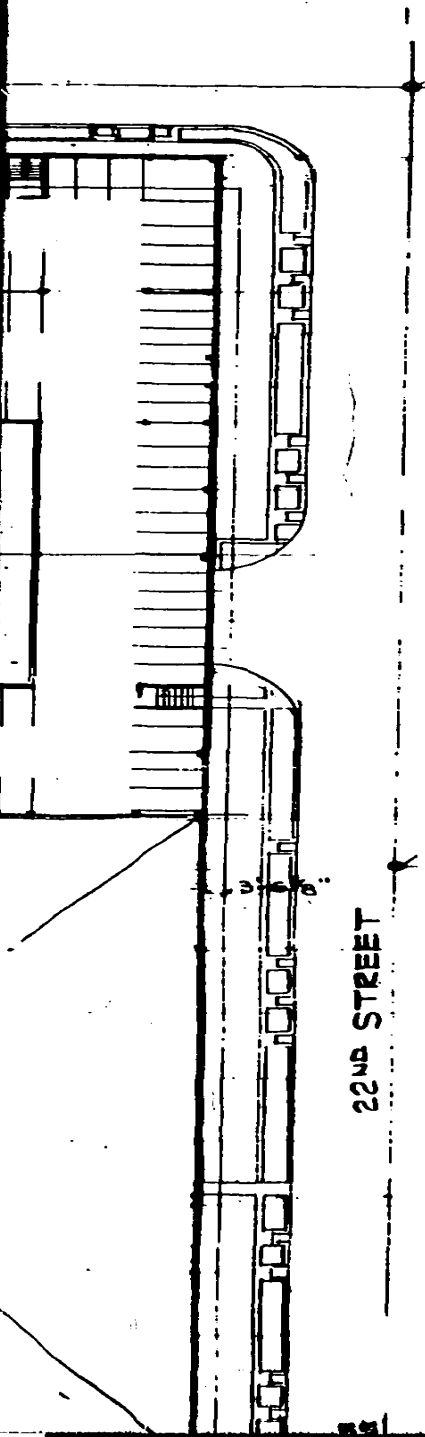
BOOK 1369 PAGE 1275

UT AVENUE





BOOK 1369 PAGE 1276



BOOK 1369 PAGE 1277

THIRD AND FOURTH LEVEL PARKING DECK - ROOF PLAN OF MALL

**ogden city** mall  
OGDEN, UTAH

CONTRACTOR TO VERIFY ALL DIMENSIONS, CONDITIONS, ETC.,  
PERTAINING TO THE AREA AT THE SITE BEFORE PROCEEDING WITH THE WORK.

JOB NO. 1552

JOB CPT.

DRAWN BY

CHECKED BY

DATE

SCALE

61-021

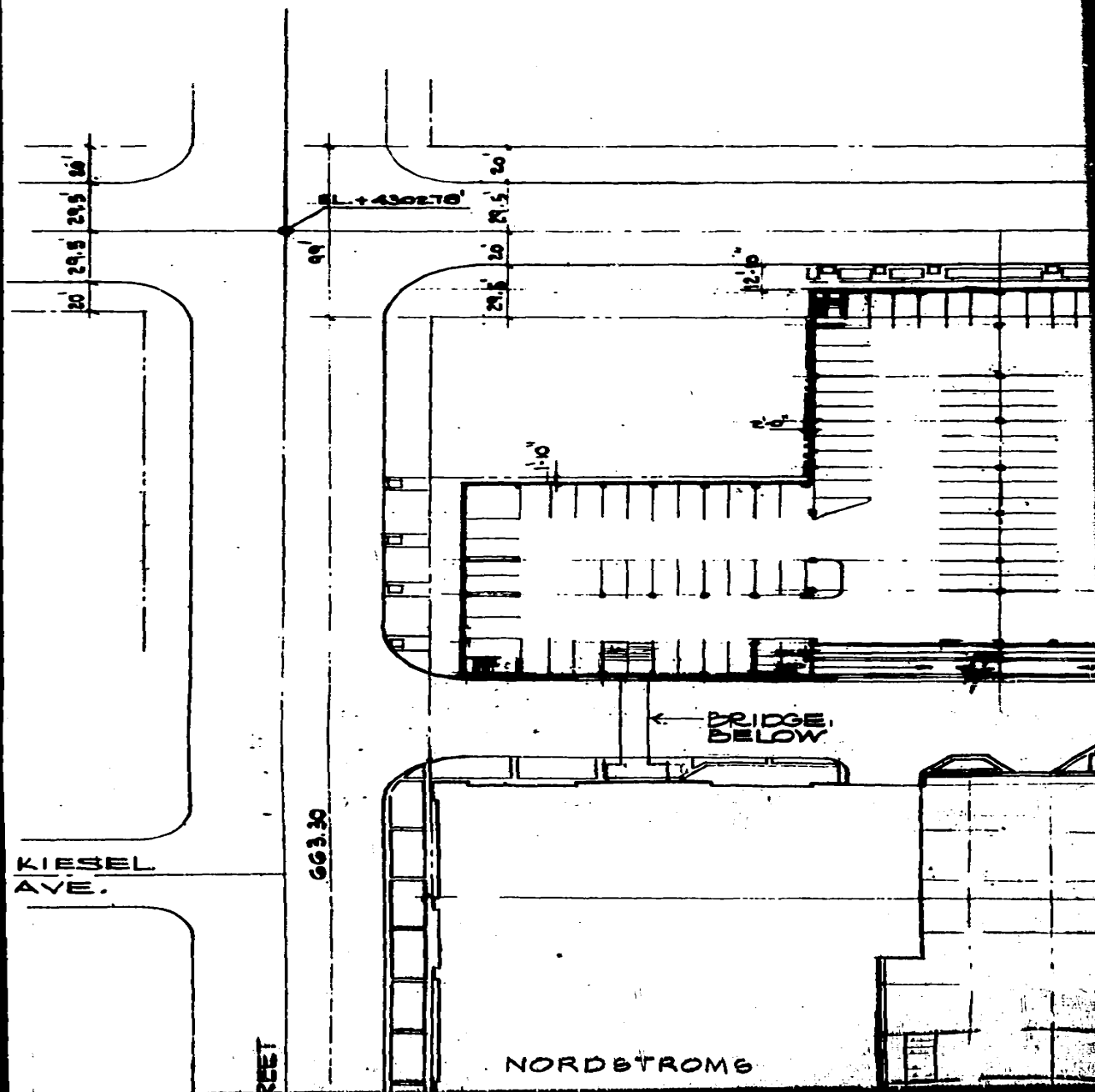
1" = 50'-0"

**ETA**

DESIGN

A.T.A.

BOOK 1369 PAGE 1278



KIESEL AVE.

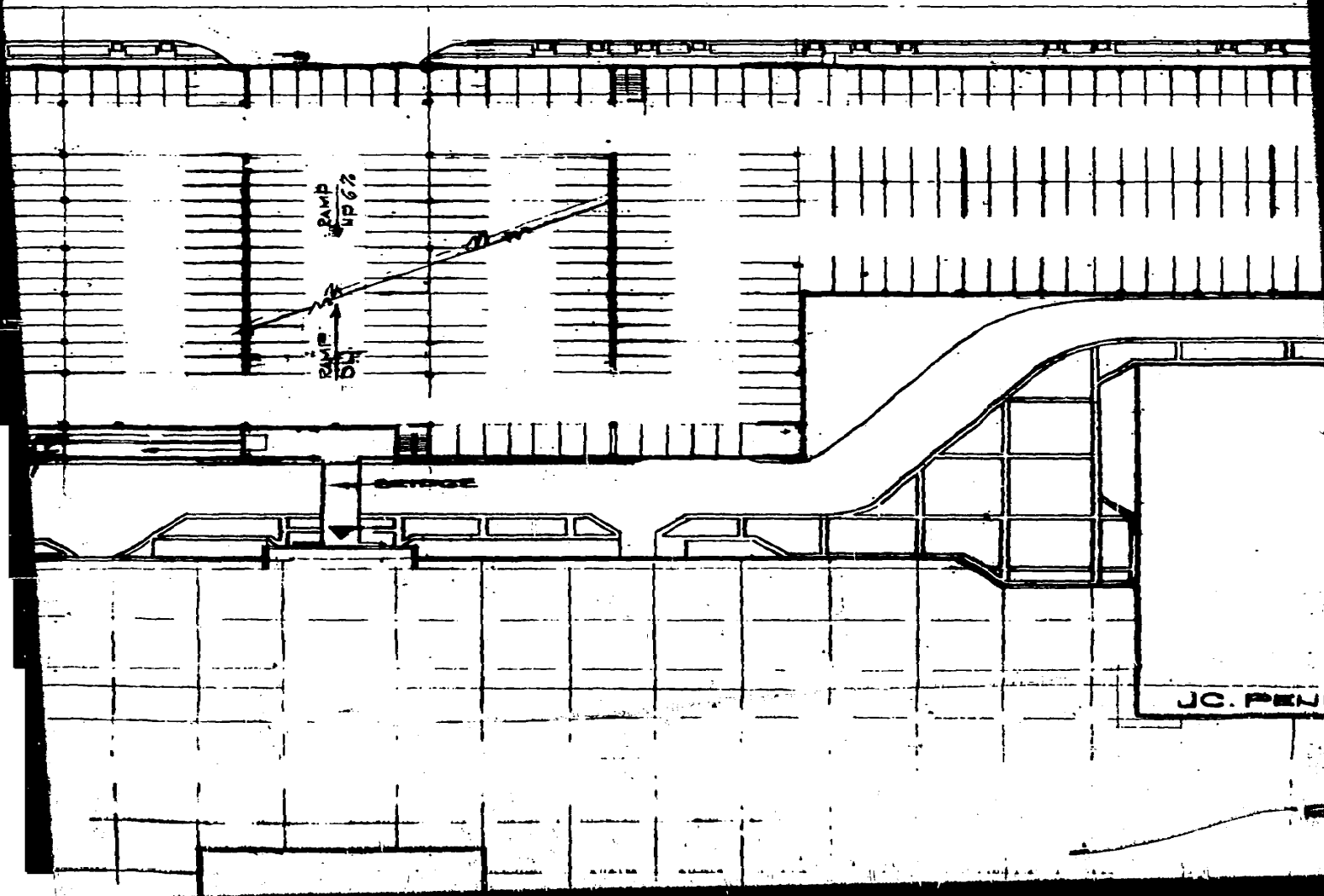
66.30

← BRIDGE BELOW

NORDBTROMS

1369

BOOK 1369 PAGE 1279



JC. PENN

BOOK 1369 PAGE 1280

EL. 4301.02'

GRANT AV

PARKING STRUCTURE  
3RD LEVEL - 960 CARS

PEDISTRIAN  
LAKE

BRIDGE

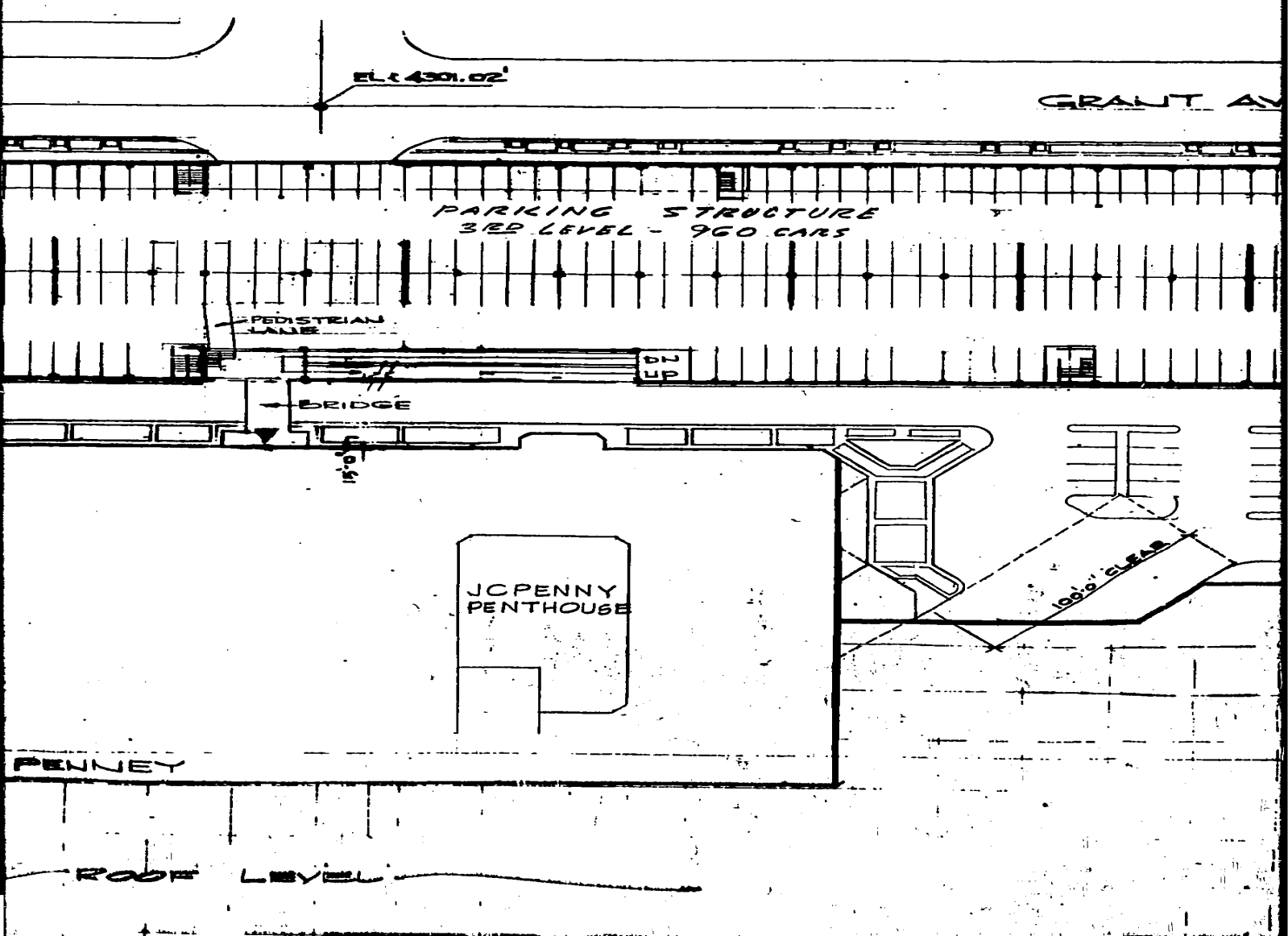
15'0"

JCPENNY  
PENTHOUSE

10'0" CLEAR

PENNEY

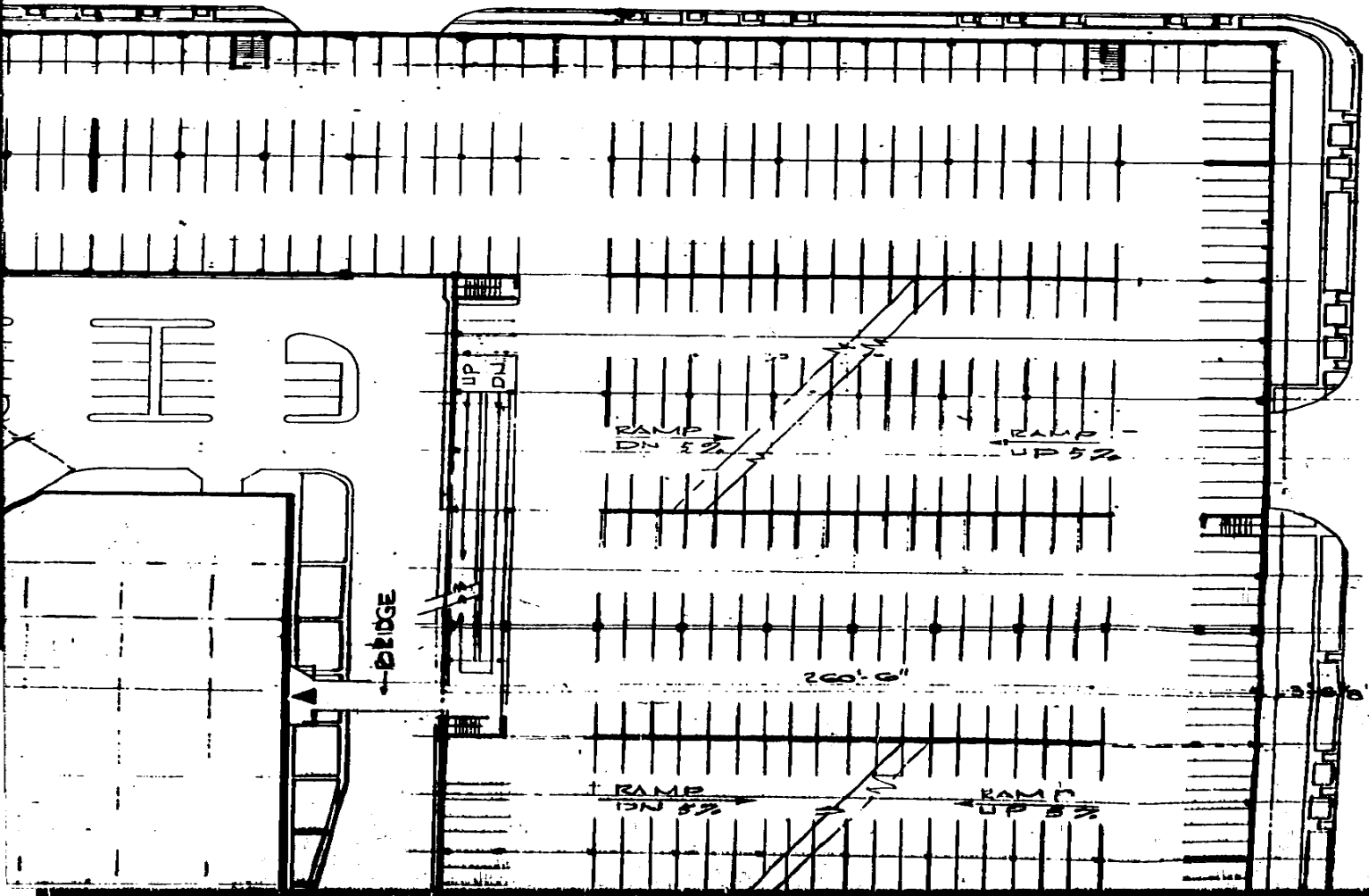
ROOF LEVEL



THIRD LEVEL  
PARKING DECK

BOOK 1369 PAGE 1281

T AVENUE



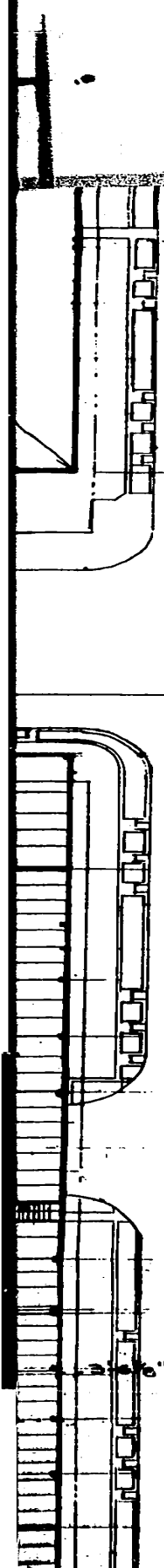
22ND STREET

BOOK 1369 PAGE 1282

EL. 4298.70

22ND STREET

55







KIESEL  
AVE.

24<sup>TH</sup> STREET

663.30

EL. +4302.70'

EL. +4302.45

NORDSTROMS

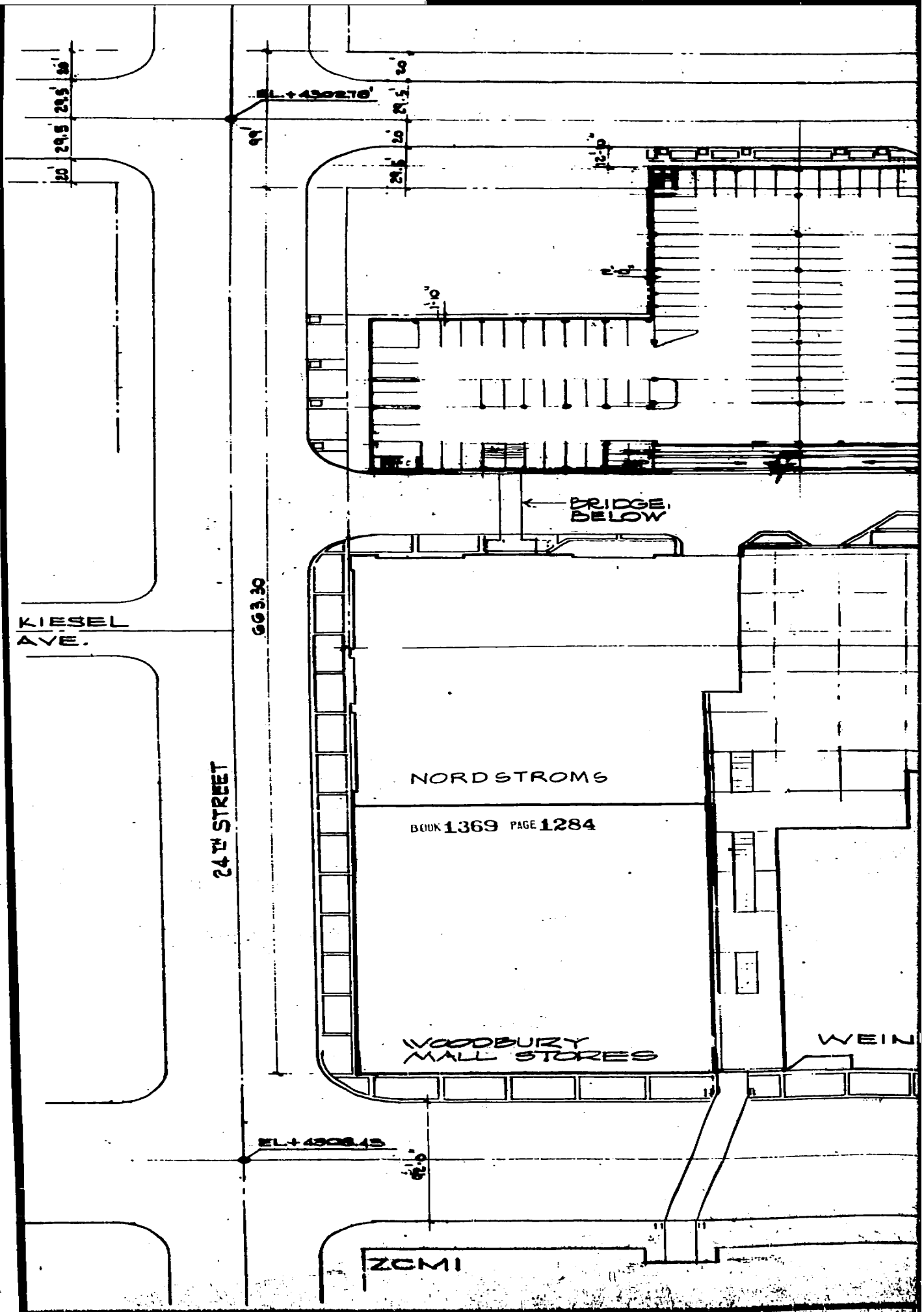
BOOK 1369 PAGE 1284

WOODBURY  
MALL STORES

WEIN

ZCMI

← BRIDGE  
BELOW



RAMP  
UP 22

RAMP  
DN 54

BRIDGE

J.C. P.

BOOK 1369 PAGE 1285

WEINSTOCKS

WASHI

EL. +4301.02

GRANT

PARKING STRUCTURE  
3RD LEVEL - 960 CARS

PEDESTRIAN  
LANE

DN  
UP

BRIDGE

15'0"

JC PENNY  
PENTHOUSE

100'0" CLEAR

JC. PENNEY

ROOF LEVEL

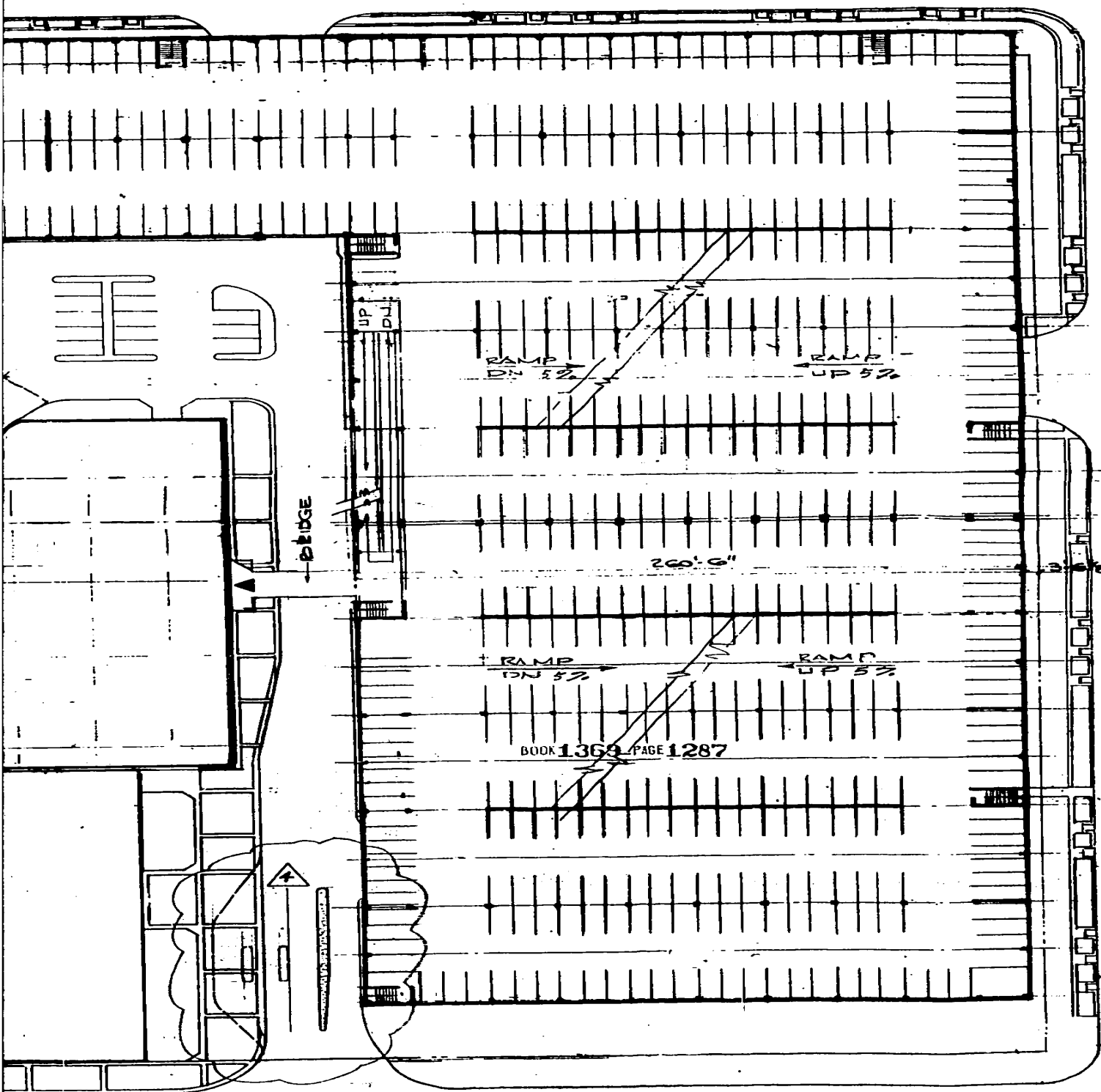
BOOK 1369 PAGE 1286

BON MARCHE

WASHINGTON BLVD

EL. +4304.32

AVENUE



22ND STREET

BOOK 1369 PAGE 1287

EL. +4298.70

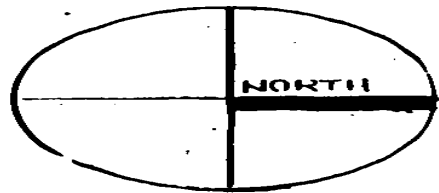
22ND STREET

BOOK 1369 PAGE 1288

50

EL. +4308.90

BOOK 1369 PAGE 1289



BOOK 1369 PAGE 1290



BOOK 1369 PAGE 1291





BOOK 1369 PAGE 1292

LINCOLN AVENUE

$110^{\circ} 58' E$  602.04'

HAHN DEVCO  
(NOT A P  
8.889 ac

$N 89^{\circ} 02' W$  766.00'

23<sup>RD</sup> STREET

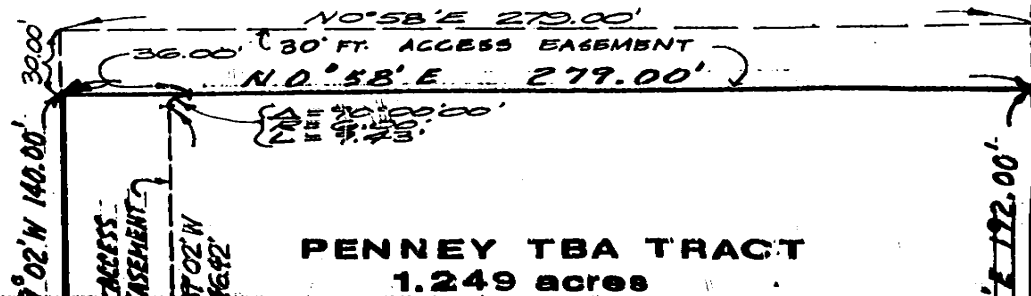
$N 89^{\circ} 02' W$  661.00'

BOOK 1369 PAGE 1293

N AVENUE N 0° 58' E 761.04'

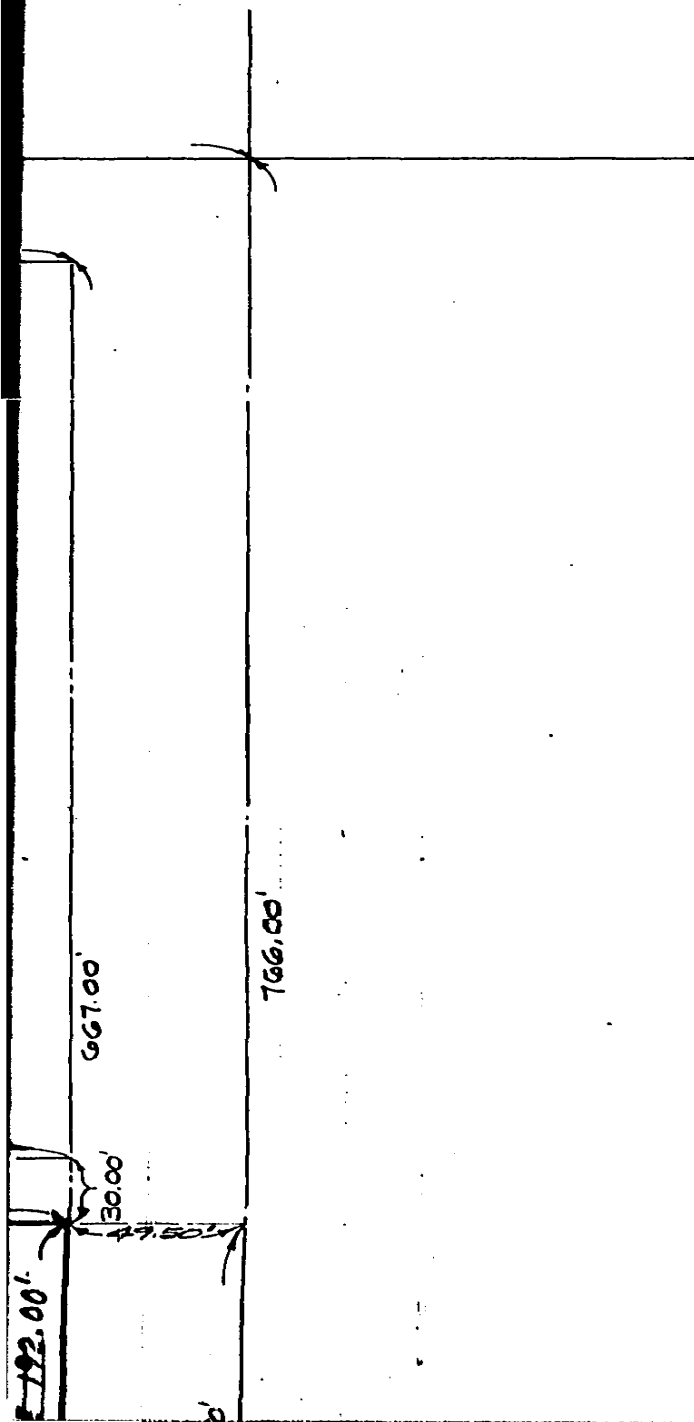
662.04'

**HAHN DEVCORP TRACT**  
**(NOT A PART)**  
**8.889 acres**



**PENNEY TBA TRACT**  
**1.249 acres**

BOOK 1369 PAGE 1294



BOOK 1369 PAGE 1295

EXHIBIT 'B' PLOT PLAN

**ogden city**  
OGDEN, UTAH

JOB NO. 7332

CONTRACTOR TO VERIFY ALL DIMENSIONS, CONDITIONS, ETC.,  
POTENTIALS TO THE WORK AT THE SITE BEFORE PROCEEDING WITH THE WORK.

JOB CAPT.

DRAWN BY G.D.S.

CHECKED BY

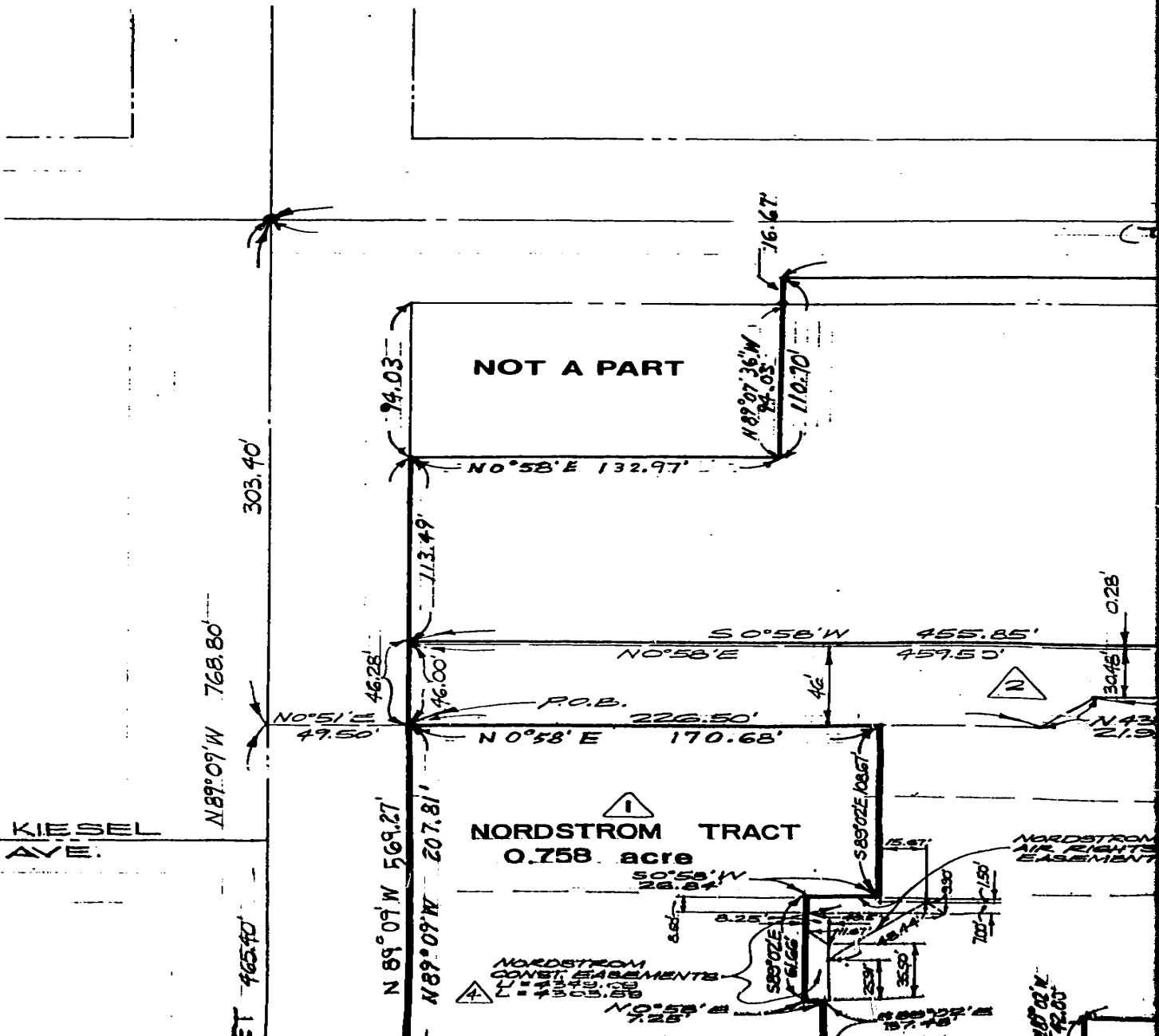
DATE 5-29-80

SCALE 1" = 50'

TA

SIGN

J.A.A.



NOT A PART

NORDSTROM TRACT  
0.758 acre

KIESEL AVE.

NORDSTROM AIR RIGHTS EASEMENT

NORDSTROM CONST. EASEMENTS  
L1 = 1543.00  
L2 = 1303.28

303.40

N 89° 09' W 768.80

74.03

N 0° 58' E 132.97

76.67

N 89° 09' 36" W 94.03

110.70

113.49

S 0° 58' W 455.85

457.50

N 0° 51' E 49.50

46.28

46.00

P.O.B.

N 0° 58' E 170.68

46

0.28

30.95

21.9

S 0° 58' W 28.84

S 88° 02' E 108.67

15.61

33.30

700

150

4

N 0° 58' E 7.25

S 88° 02' E 108.67

15.61

33.30

700

150

BOOK 1369 PAGE 1297

GRANT AVENUE

N 0° 58' E

(763.94')

N 0° 58' E

"PENNEY PARKING PARCEL LEVELS 1, 2 & 3 ONLY"

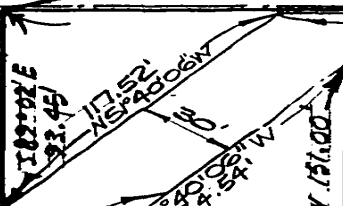
BOUNDARY ON 3RD LEVEL

N 0° 58' E

N 0° 58' E  
406.47' N.D.

ACCESS EASEMENT FOR J.C. PENNEY

30.45' 0.25'



N 43° 40' W 2.135'  
50° 58' W 232.19'

N 5° 40' 00\"/>

N 89° 02' W 151.00'

N 0° 58' W 20.01'

N 89° 02' W 72.00'

NORDSTROM AIR RIGHTS EASEMENT L = 4349.09 L = 4315.06

N 0° 58' E 103.90'

N 89° 02' E 72.00'

DEVELOPER TRACT

7.832 acres

BOOK 1369 PAGE 1298

N 44° 26.5'

S 0° 58' W

N 0° 58' E

(1524.98')

N 0° 58' E

1293.55'

VACATED PORTION OF

AGENCY TRACT  
8.036 acres

BOUNDARY ON LEVEL  
N 0° 58' E

706.08'

N 0° 58' E  
406.47'

381.47'

455.63'

R.O.B.  
25.00'

S 89° 02' E 186.70'

EASEMENT FOR U.C. ROAD

PENNEY TRACT  
2.070 acres

N 45° 56' 30" E  
23.87'

80.57'

30'

N 85° 52.0'

S 0° 58' W  
6.68'

20'

N 0° 58' E 104.34'

DEVELOPER AIR RIGHTS EASEMENT  
U.S. 43-45.95  
L = 4287.25'

147.56'

S 44° 00' 08" E 178.56'

VACATED OF KIESEL

DEVELOPER STRUCTURAL EASMT.  
U.S. 43-45.95  
L = 4287.25'

S 0° 58' W

329.11'

VACATED PORTION  
23rd STREET

ACT

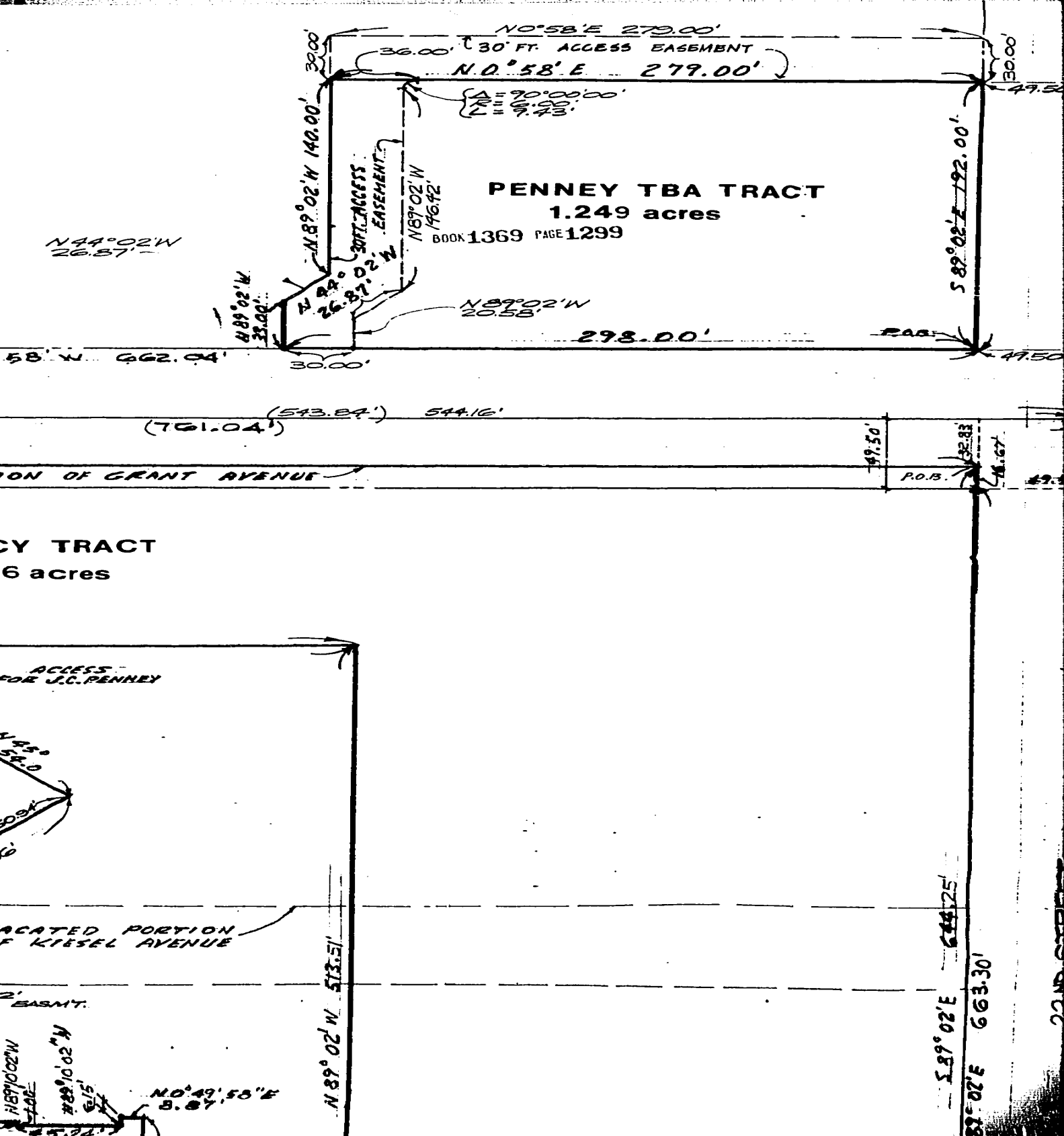
N 0° 49' 58" E

N 89° 02' W

N 0° 49' 58" E

N 20° 01' 00" E

51.5'



**PENNEY TBA TRACT**  
 1.249 acres  
 BOOK 1369 PAGE 1299

$A = 90.0000'$   
 $R = 9.90'$   
 $L = 7.43'$

N 44° 02' W  
 26.87'

58' W 662.04'

(761.04') (543.87') 544.16'

ION OF GRANT AVENUE

CY TRACT  
 6 acres

ACCESS FOR J.C. PENNEY

VACATED PORTION OF KIESEL AVENUE

2' EASMT.

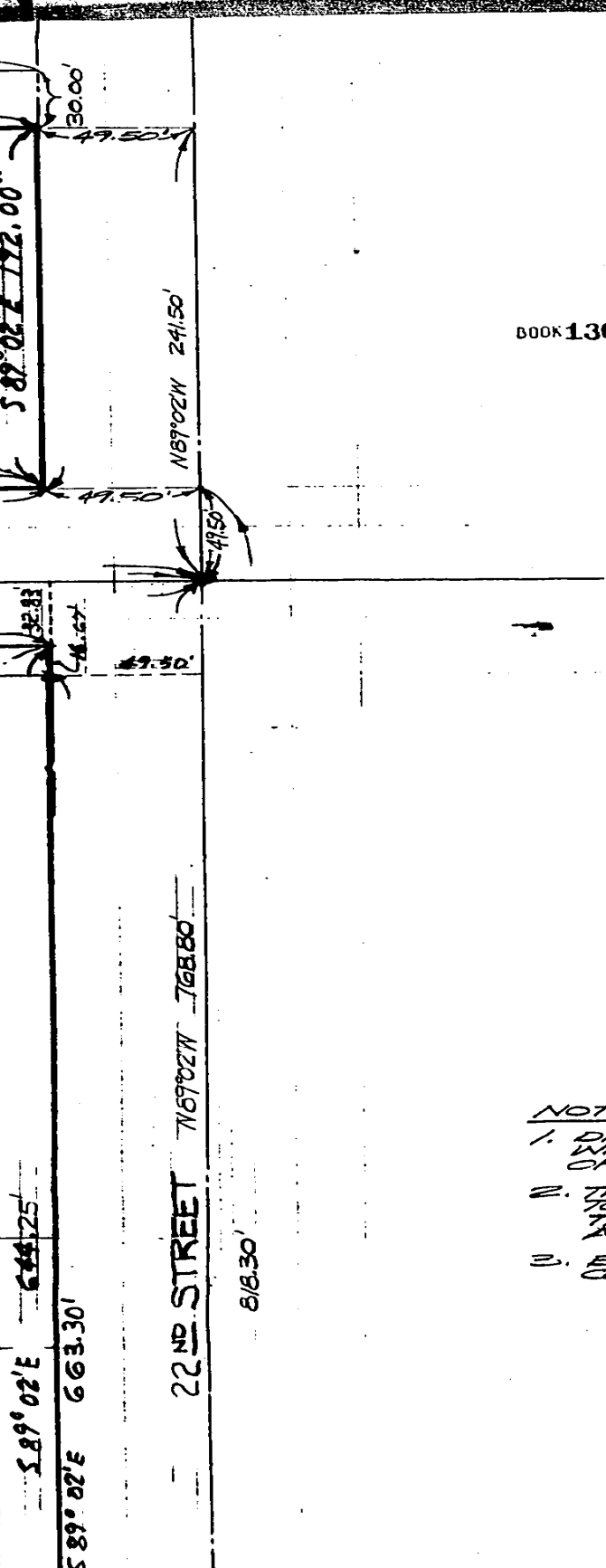
N 0° 49' 58" E  
 8.87'

S 89° 02' E 663.30'  
 192.00'  
 471.30'

22 ND. 0200



BOOK 1369 PAGE 1300



NOTES:  $\triangle$

1. DISTANCES AND BEARINGS WITH PARENTHESES WITH THE DISTANCES AND BEARINGS ACCORDING TO THE OFFICIAL OGDEN CITY PLAT AS RECORDED.
2. THE MONUMENTS ALONG GIANT AVENUE TO 24<sup>TH</sup> STREET HAVE BEEN CELESTATED. THE REPLACED MONUMENTS ARE NOT IN THE PLAT AS PER THE OGDEN CITY ENGINEERING DEPARTMENT.
3. ELEVATIONS INDICATED FOR THE VARIOUS CONSTRUCTION EASEMENTS ARE U.S.C.S.



KIESEL  
AVE.

N 89° 09' W 768.80'

24TH STREET 465.40'

10.00'

94.03'

NOT A PART

N 0° 58' E 132.97'

113.49'

S 0° 58' W 455.85'

N 0° 58' E 459.50'

P.O.B. 226.50'

N 0° 58' E 170.68'

NORDSTROM TRACT  
0.758 acre

S 0° 58' W 26.84'

NORDSTROM  
CONST. EASEMENTS  
U = 4324.00  
L = 4303.50

N 0° 58' E 7.25'

N 0° 51' E 49.50'

P.O.B. 150.67'

BOOK 136

PAGE 1302

LINE OF FIRST  
LEVEL ENCLOSED  
MALL EASEMENT  
U = 4324.00  
L = 4324.00

WOODBURY TRACT  
0.727 acres

N 0° 58' E 28.71'

N 89° 02' W 23.13'

S 0° 58' W 16.58'

N 89° 02' W 12.15'

N 89° 02' W 57.66'

N 89° 02' W 53.16'

49.50'

156.78'

P.O.B.

N 89° 02' W 56.00'

WASHING

(762.38)

16.67'  
110.70'  
N 89° 27' 36" W 50.74' 0.05'

0.28'

30.45'

NORDSTROM  
AIR RIGHT  
EASEMENT

WEIN  
1.1

N 0° 58' E 25.75'

S 0° 58' W 16.56'

28.0'

GRANT AVENUE

(763.94')

"PENNEY PARKING PARCEL  
LEVELS 1, 2 & 3 ONLY"

BOUNDARY  
352.2'

ACCESS  
EASEMENT FOR J.C. PENNEY

NORDSTROM  
AIR RIGHTS  
EASEMENT  
L1 = 4349.09'  
L2 = 4313.02'

DEVELOPER TRACT

7.832 acres

BOOK 1369 PAGE 1303

WEINSTOCKS TRACT

1.176 acres

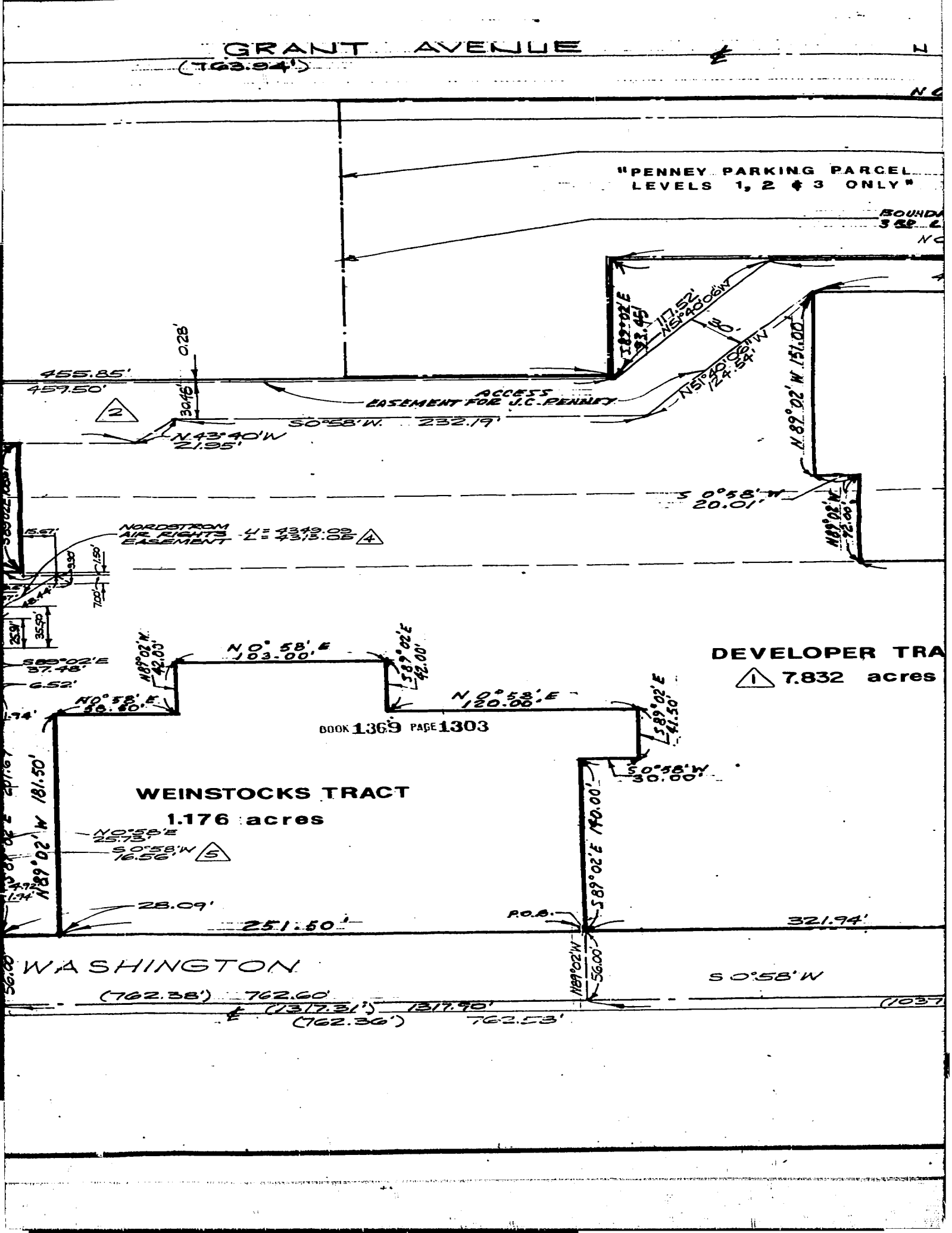
WASHINGTON

(762.38) 762.60

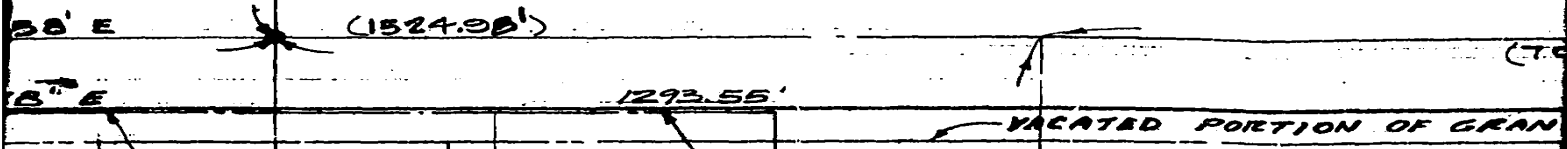
(1317.31) 1317.95

(762.36) 762.53

(1037)

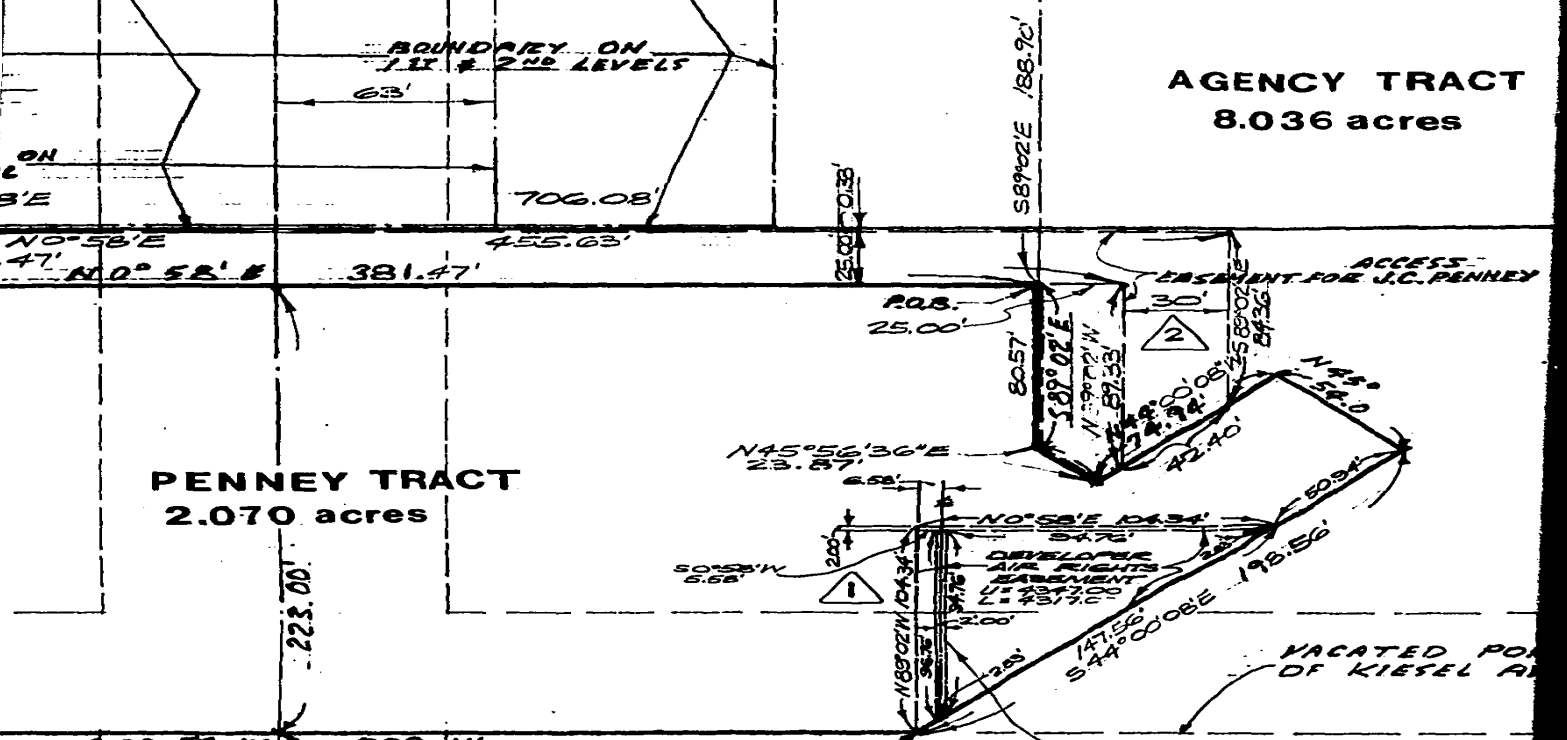


S 0° 58' W 662.00'

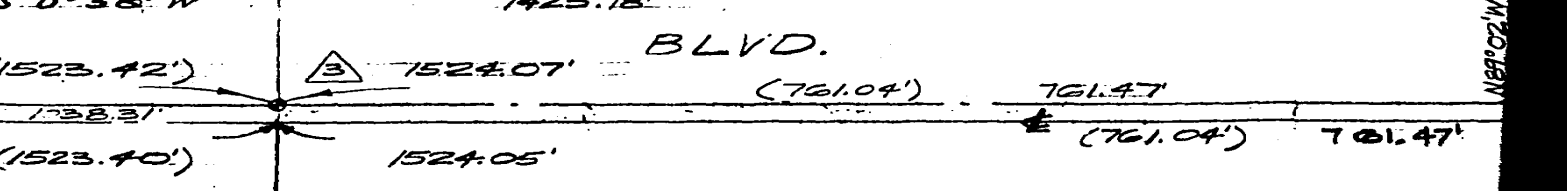
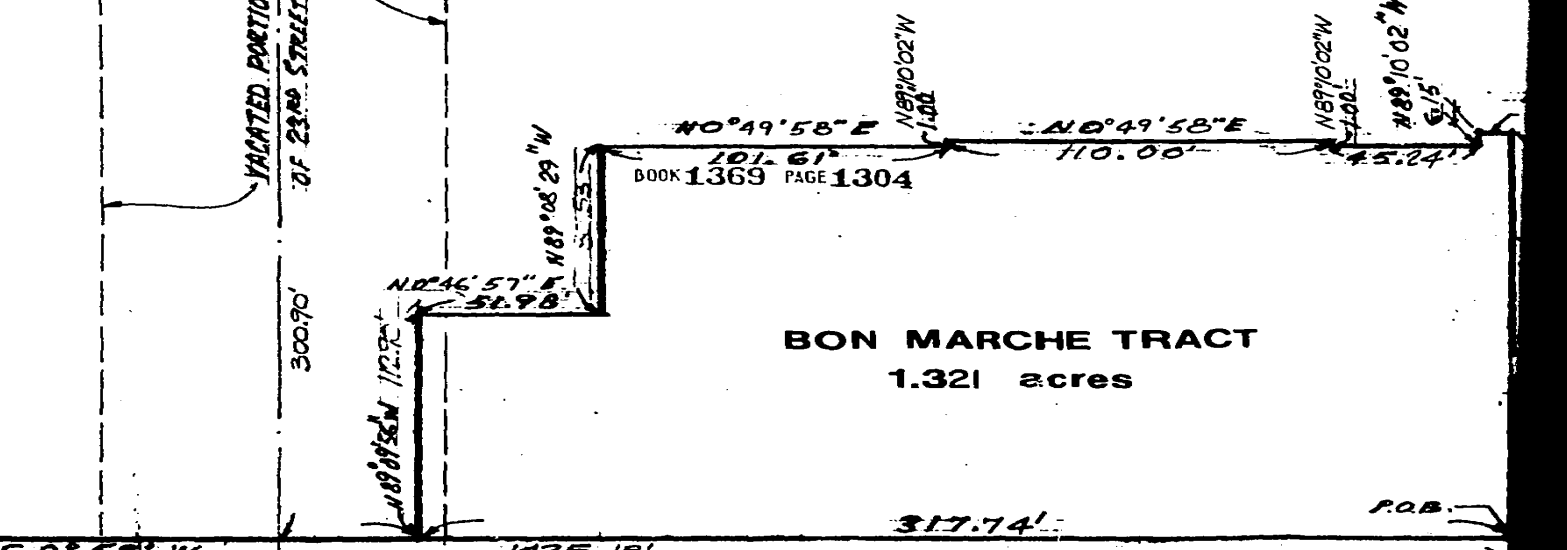


**AGENCY TRACT**  
8.036 acres

**PENNEY TRACT**  
2.070 acres



**BON MARCHE TRACT**  
1.321 acres



NOTE: P.O.B. = POINT OF BEGINNING

298.00'

962.04' 30.00'

49.50'

(543.84') 544.10'  
(761.04')

OF GRANT AVENUE

P.O.B.

49.50'

TRACT  
res

CESS -  
C. PENNEY

ATED PORTION  
KIESEL AVENUE

ASMT.

N 20° 01' 28" W  
51.5'

N 0° 49' 58" E  
3.87'

N 89° 02' W 513.51'

BOOK 1369 PAGE 1305

S 89° 02' E 663.25'

S 89° 02' E 663.30'

22 ND STREET N 89° 02' W 768.80'

25.24'

S 82° 07' 56" E 200.37'

P.O.B.

N 89° 02' W  
56.00'

S 0° 58' W 264.18'

P.O.B.

349.13'

S 89° 02' E  
38.12'

P.O.B.

49.50'

761.47'

SURVEY MONUMENT LINE

(398.40') 398.63'

CENTERLINE


56.00'

56.00'

POINT OF BEGINNING

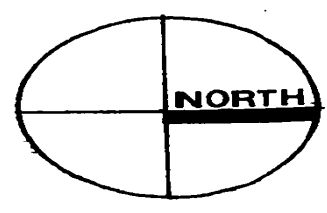
22<sup>ND</sup> STREET N69°02'11" W688.00'

818.30'

NOTES: 

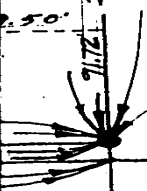
1. DISTANCES AND BEARINGS WITH PARENTHESES GOING WITH THE DISTANCES AND BEARINGS ACCORDING TO OFFICIAL OGDEN CITY PLAT AS RECORDED.
2. THE MONUMENTS ALONG GLANT AVENUE FROM 2<sup>ND</sup> TO 24<sup>TH</sup> STREET HAVE BEEN CULTEATED DUE TO THE REPLACED MONUMENTS ARE NOT IN THE CORR. AS PER THE OGDEN CITY ENGINEERING DEPT.
3. ELEVATIONS INDICATED FOR THE VARIOUS AIR RIE CONSTRUCTION EACEMENTS ARE U.S.G.S. DATUM

BOOK 1369 PAGE 1306



SCALE 1" = 50'

OGDEN CITY SURVEY MONUMENT 

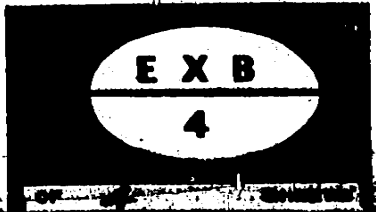


**BURKE NICOLAIS ARCHITECTURE**  
 ARCHITECTURE ENGINEERING  
 HAROLD J. NICOLAIS A.I.A. MILLARD J. ARCHIBUT

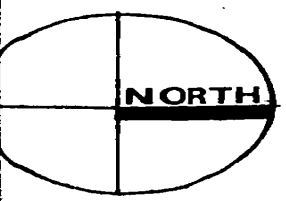
740 NORTH FULBROOK STREET, LOS ANGELES CALIFORNIA 90015



NO.	DATE	REVISIONS	NO.	DATE	REVISIONS
1	8-8-80	ADDED "AIR RIGHTS" & "CONSTRUCTION" EASEMENTS			
2	9-16-80	MISC. REVISIONS & CLARIFICATIONS			
3	9-24-80	REVISIONS TO MATCH CERTIFIED DRG.			
4	10-9-80	WINDMILL PARKING LOT; NORDSTROM EASMT. ELEVS.; NOTES			
5	10-15-80	REVISED MALL EASEMENTS			



BOOK 1369 PAGE 1307



SCALE 1" = 50'

POINTS WITH PARENTHESIS CORRESPOND TO BEALINEC ACCORDING TO THE PLAT AS RECORDED.

THE SLANT AVENUE FROM 22<sup>ND</sup> STREET HAS BEEN DELIMITED DUE TO CONSTRUCTION. POINTS ARE NOT IN THE CORRECT LOCATION CITY ENGINEERING DEPT.

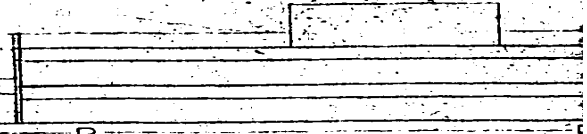
FOR THE VARIOUS AIR RIGHTS & EASEMENTS ARE U.S.C.S. DATUM.



NO. 1353 P.M. 1906



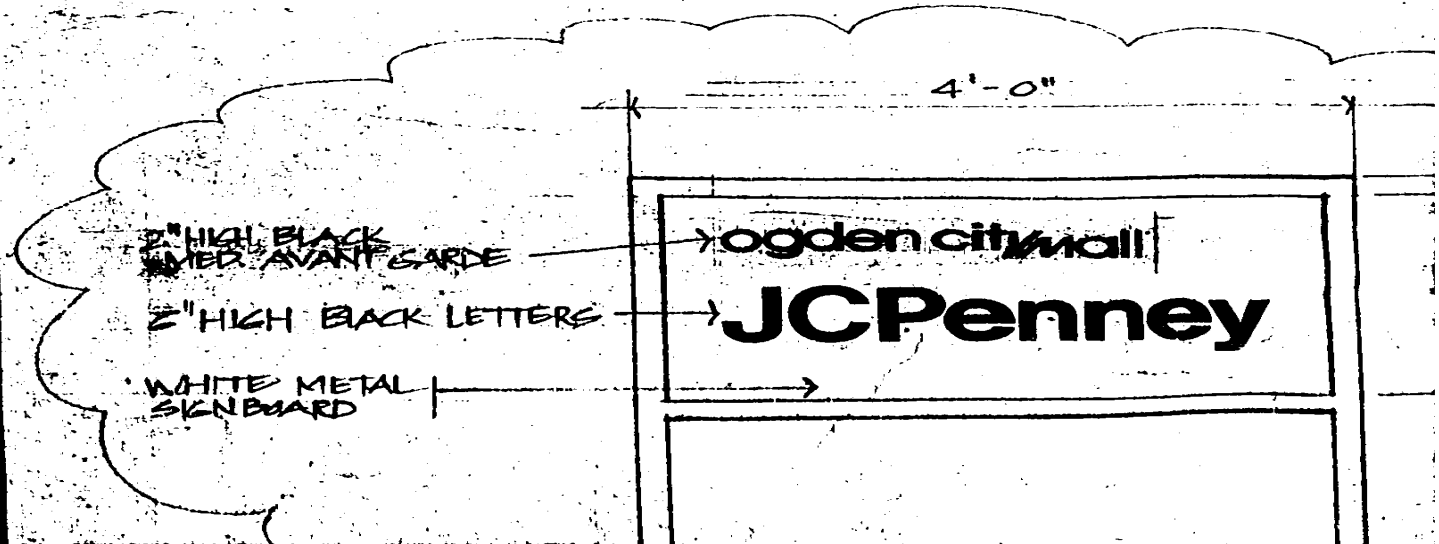
PARKING STRUCTURE



J.C. PENNEY



SECTION  
1" = 50'-0"



4'-0"

2" HIGH BLACK METAL AVANT GARDE

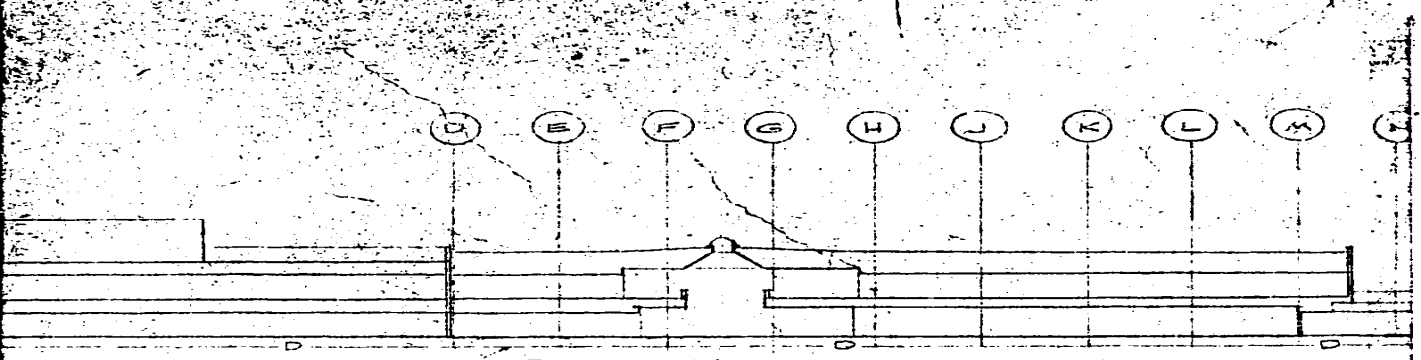
2" HIGH BLACK LETTERS

WHITE METAL SIGNBOARD

ogden city mall

JCPenney

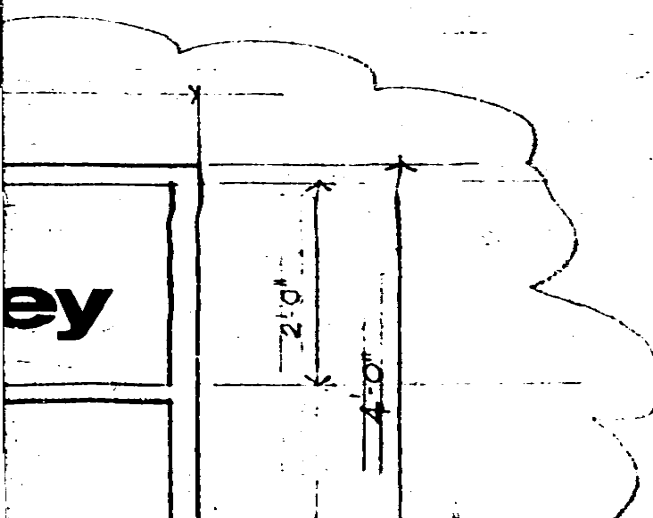
BOOK 1369 PAGE 1309



JC PENNEY

MALL BLDG

SECTION  
= 50'-0"



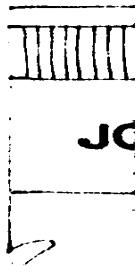
NOTE

USE STANDARD MAJOR SIGNS FOR ENTRY SIGNING

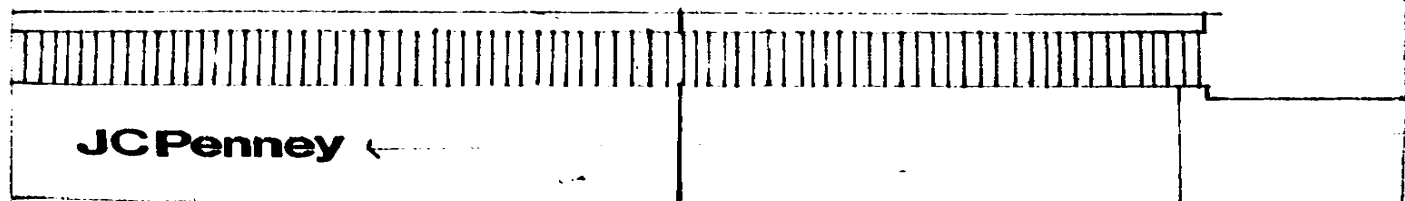
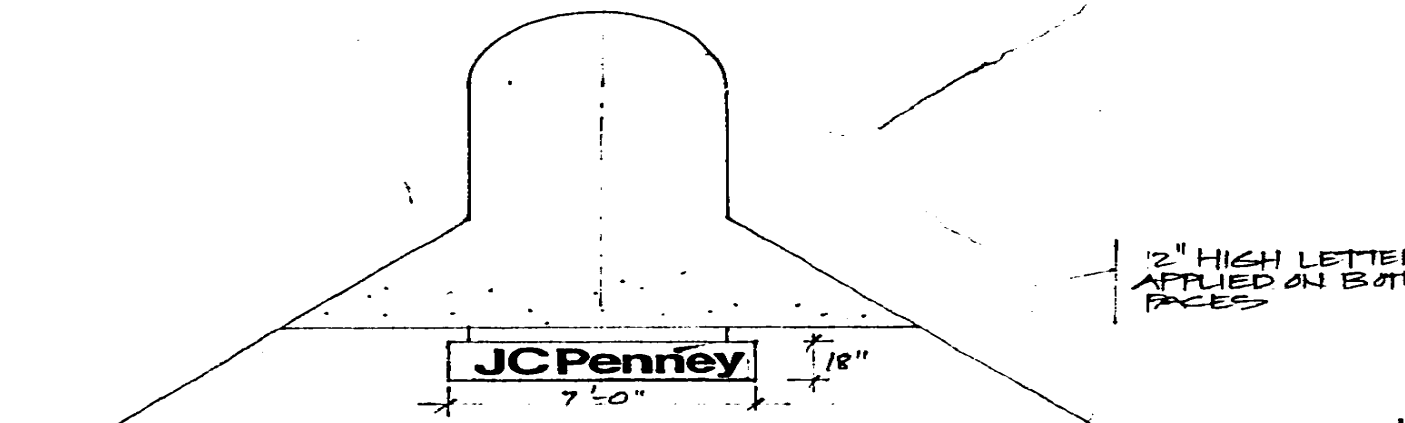
JC Penney

WEINSTOCK'S

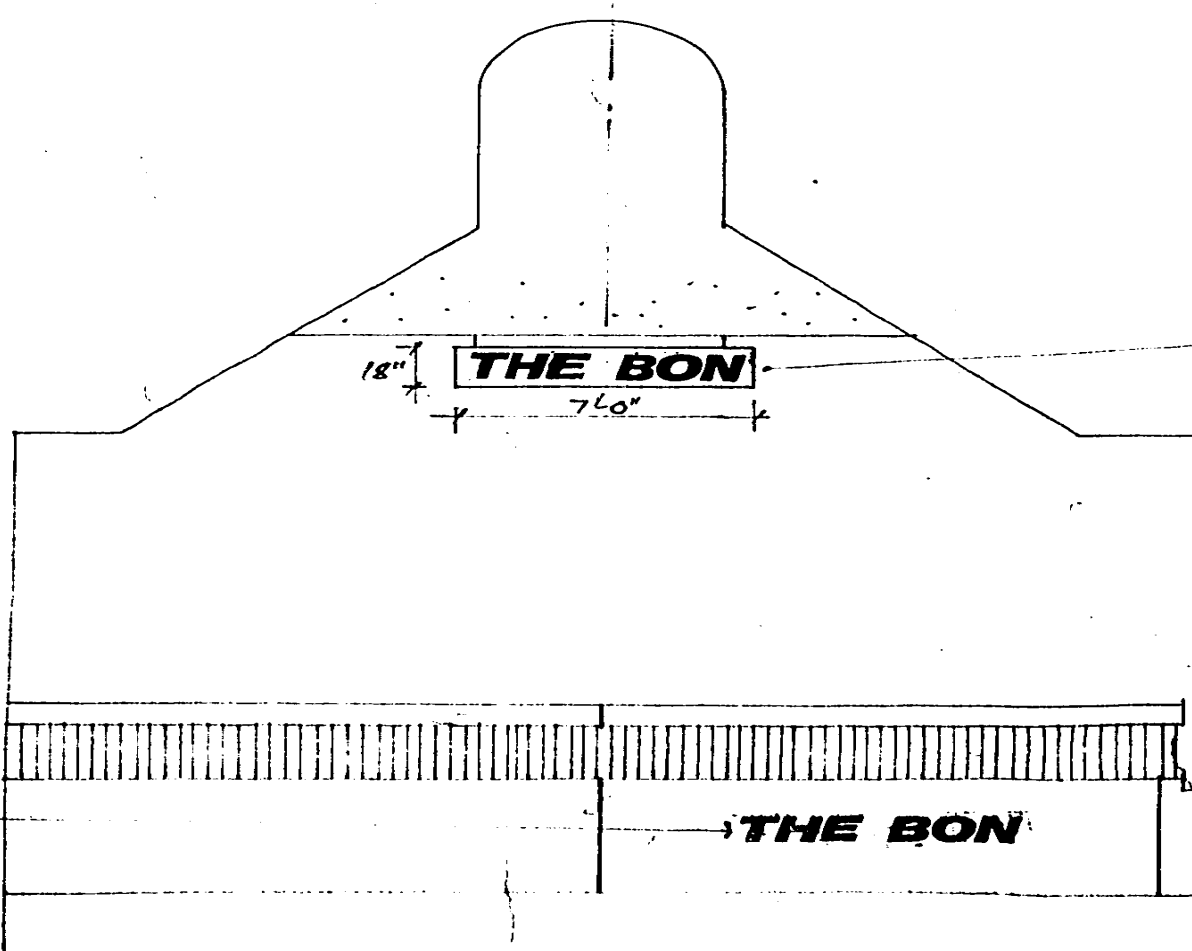
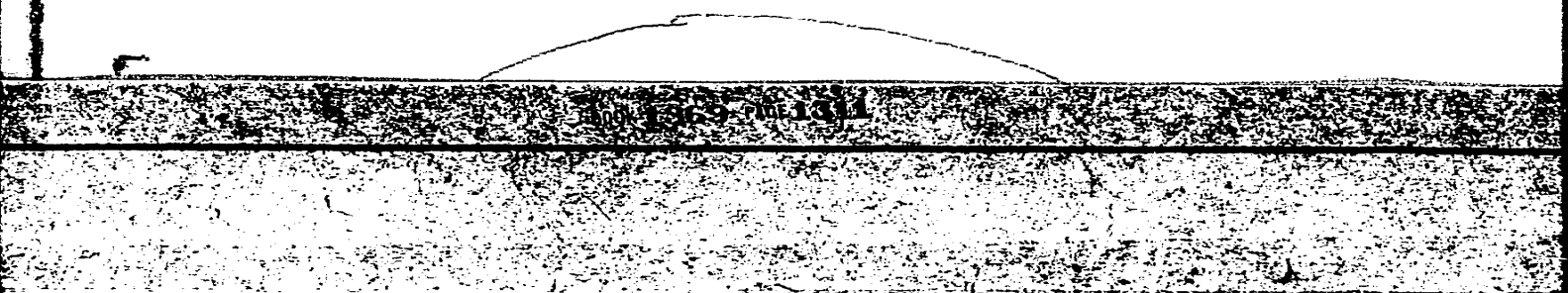
THE DON



BOOK 1369 PAGE 1310



2/2



ERS  
TH

2" HIGH LETTERS  
APPLIED TO  
GYP BOARD

THE BON

BOOK 1369 PAGE 1312

12" HIGH LETTERS  
APPLIED ON BOTH  
FACES

WEINSTOCK'S

18"

7'0"



12" HIGH LETTERS  
APPLIED TO PAINTED  
EYE BOARD

WEINSTOCK'S

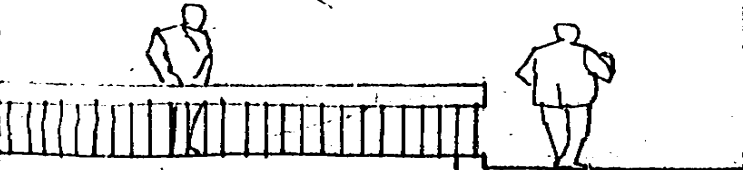
BOOK 1369 PAGE 1318

SECOND LEVEL PARKING DECK AND SECOND FLOOR MALL LEVEL

**ogden city mall**  
OGDEN, UTAH

CONTRACTOR TO VERIFY ALL DIMENSIONS, CONDITIONS, ETC.  
PERTAINING TO THE WORK AT THE SITE BEFORE PROCEEDING WITH THE WORK.

K'S  
+  
+  
1e"



WEINSTOCK'S

JOB CAPT.	DRAWN BY	CHECKED BY	DATE	SCALE
			JAN 19 1980	1" = 50' C.S.

2" HIGH BLACK  
LETTERS AVANT GARDE

2" HIGH BLACK LETTERS

WHITE METAL  
SIGNBOARD

ogden city mall

JCPenney

BOOK 1369 PAGE 1314

ENTRY SIGNING

1" = 150'  
\* SIGN LOCATION

EL. + 430276'

\* nordstrom

nordstrom

WEINSTOCK

663.30

206.6

MALL  
ENTRANCE  
F.F. = 24.09'

NORDSTROMS

84.0

BLDG. 11

BLDG. 12

KIMBLE  
AVENUE

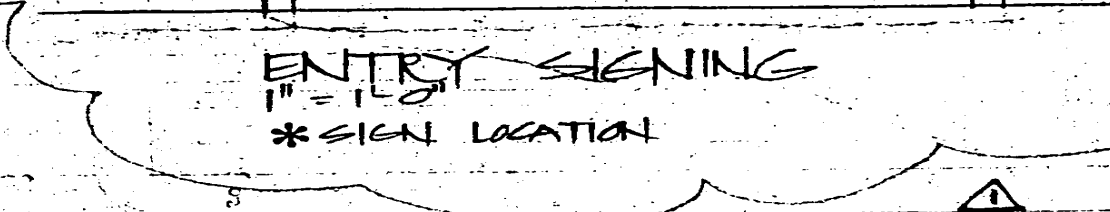
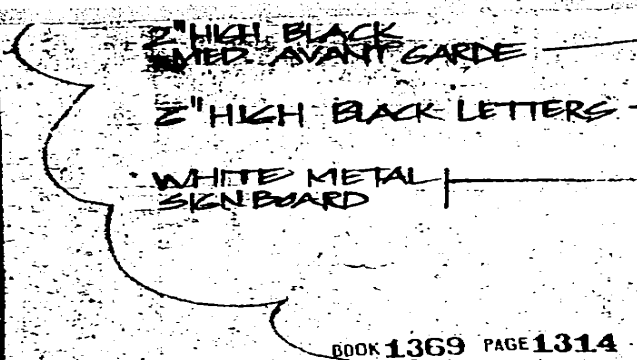
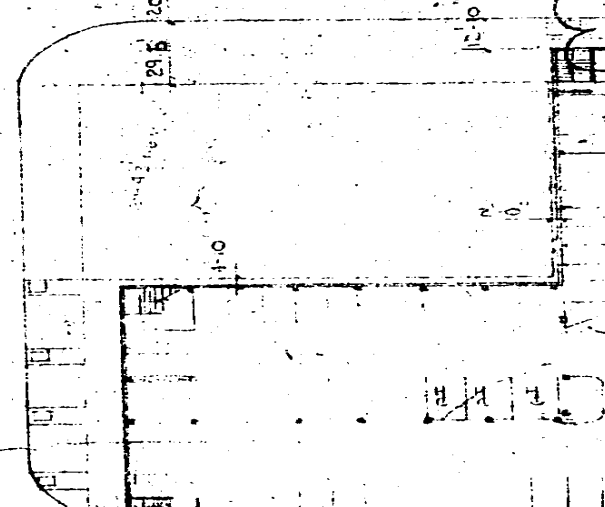
19.09

10.500

7.0'

7.0'

21.0'



NOTE

USE STANDARD MAJOR SIGNS FOR ENTRY SIGNING

JC Penney

WEINSTOCK'S

THE BON

nordstrom

BOOK 1369 PAGE 1315

JC

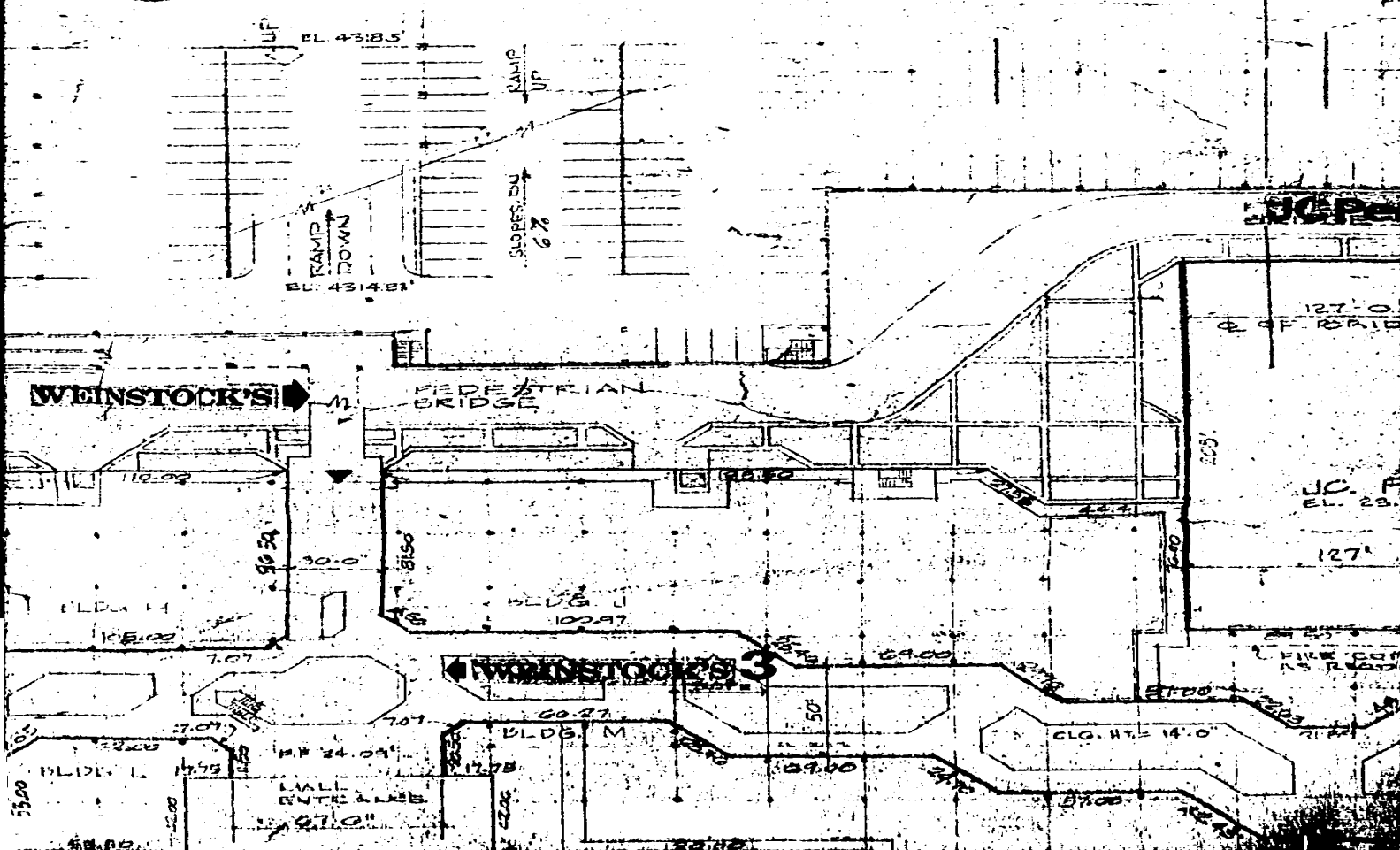
1

SEC

\*WEINSTOCK'S

\*JC Penney

ndstrom







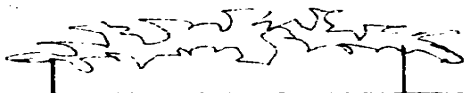
STAIRS

**THE BON**

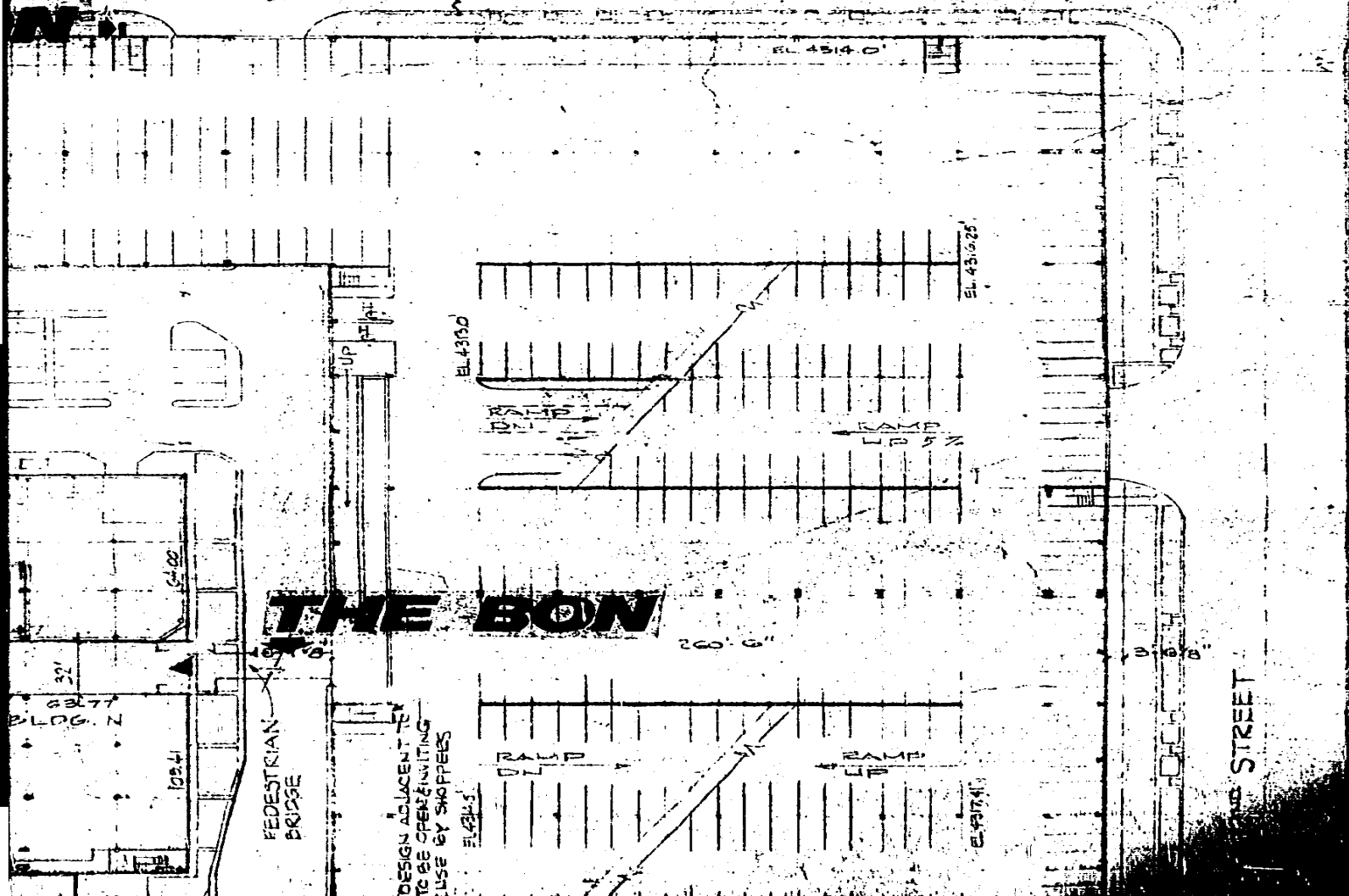
12" HIGH  
APPLICABLE

BOOK 1369 PAGE 1317

**2**



SECTION LOOKING NORTH @ COL. LINE 20



12" HIGH LETTERS  
APPLIED TO PAINTED  
GYP BOARD.

WEINSTOCK'S

BOOK 1369

BOOK 1369 PAGE 1318

3<sup>FLOOR</sup>

EL. 4298.70'

LOOKING SOUTH @

### MALL SIGNING

1/4" = 1'-0"

NOTE: USE STANDARD MAJOR SIGNS

\* SEE PLAN FOR LOCATION

18" **JC Penney**

NOTE:  
WHITE FACE  
W/ BRONZE

SIGNS FOR  
HELVETICA

BRIDGE

22ND STREET

ILLUMINATED SIGN ON BRIDGE

1/4" = 1'-0"

\* SEE SIGN LOCATION ON SITE PLAN

WEINSTOCK'S

BOOK 1369 PAGE 1319

LOOKING SOUTH @ COL. LINE C

NOTE:

WHITE FACE LIT LETTERS  
W/ BRONZE ANODIZED CAN

SIGNS FOR JCPWV WILL BE  
HELVETICA MEDIUM 18" HIGH

BRIDGE

BRIDGE

SITE PLAN

JOB CAPT.

DRAWN BY

CHECKED BY

DATE JAN 15 1980

SCALE 1"=50'-0"

BURKE NICOLAIS ARCHULETA

INTERIOR DESIGN

ENGINEERING

ARCHITECTURE

MILLARD J. ARCHULETA JR. A.F.A.

MAROLD J. NICOLAIS A.F.A.

100 WEST CENTER STREET, LOS ANGELES, CALIFORNIA 90012




KIESEL  
AVENUE

663.30

BOOK 1369 PAGE 1320

24th STREET

NORDSTROMS

MALL  
ENTRANCE  
F.F. = 24.09'

206.6

192.0'

84.0

BLDG. H

BLDG. L

WOODBURY  
MALL STORES

WEIZ

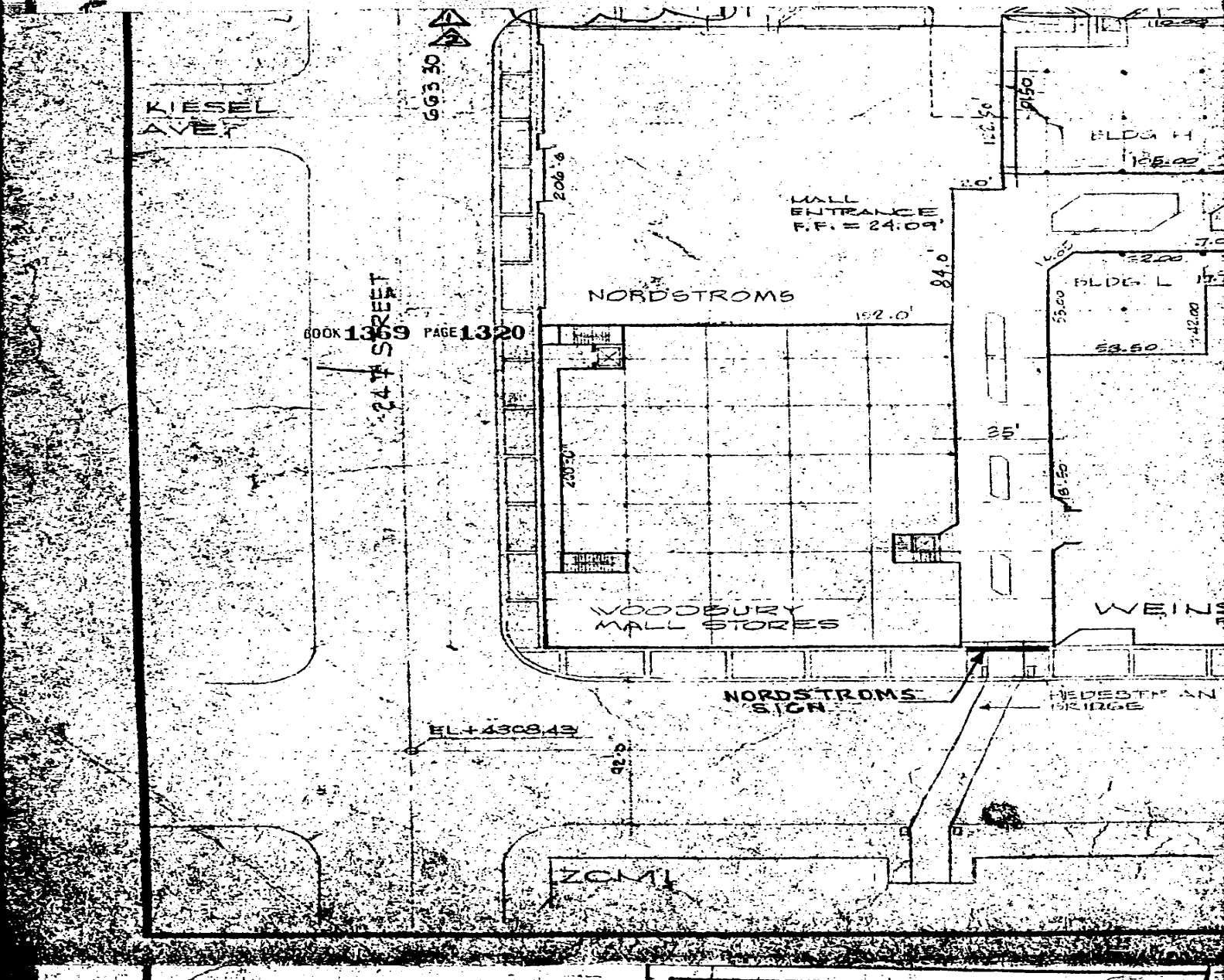
NORDSTROMS  
SIGN

PEDESTRIAN  
BRIDGE

EL + 4368.49

62.0

ZCM





JC PENNEY  
EL. 23.26'

127'

MALL  
ENTRANCE

FIRE CORR.  
AS REQD.

EL. 23.26'  
CLG. HT. = 17'-0" MIN. 6"

BLDG. K

TRUCK PARK  
BELGAM

JC Penney

2 THE BON

BOOK 1369 PAGE 1322

STREET  
FRONT SHOPS

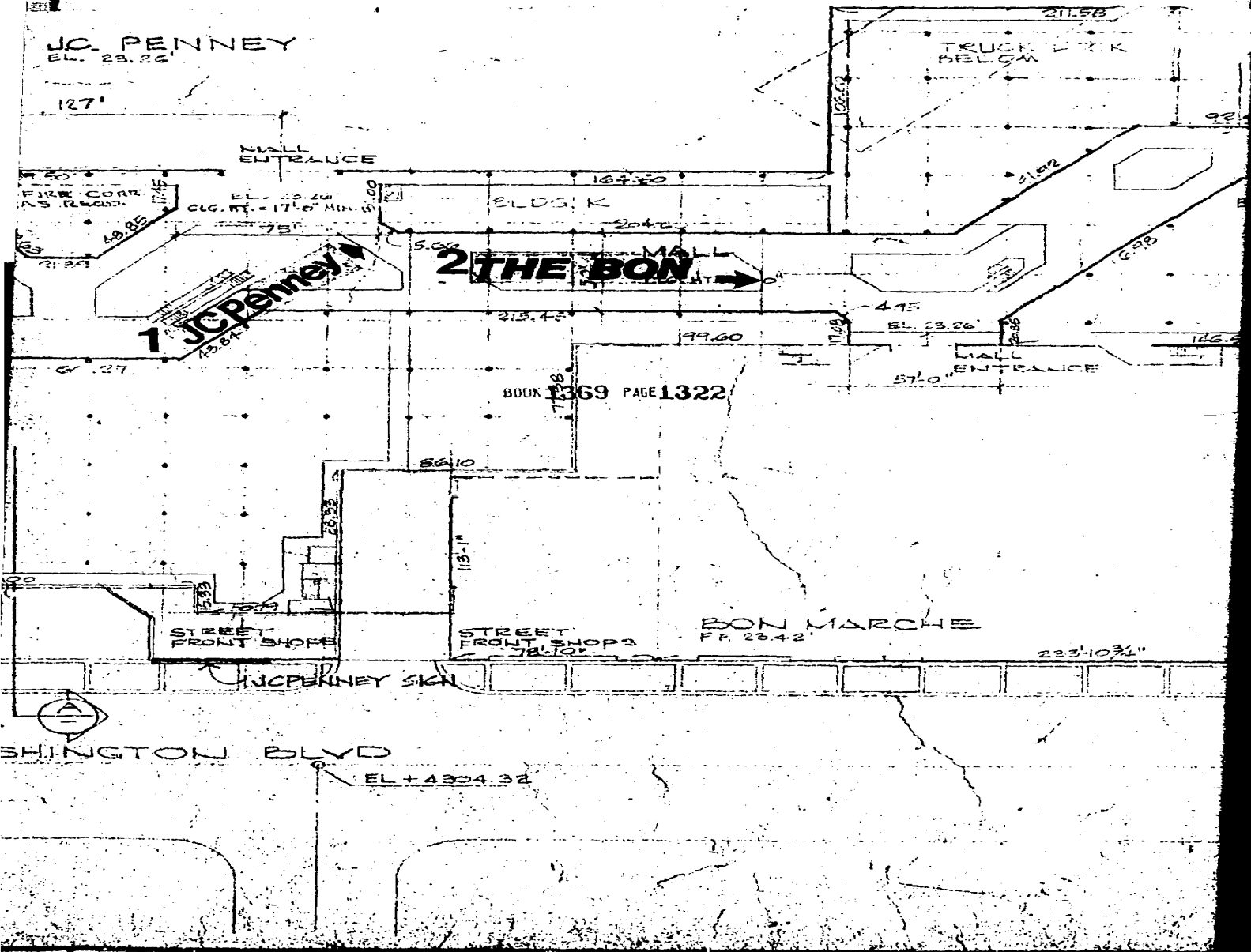
STREET  
FRONT SHOPS

BON MARCHE  
FF. 23.42'

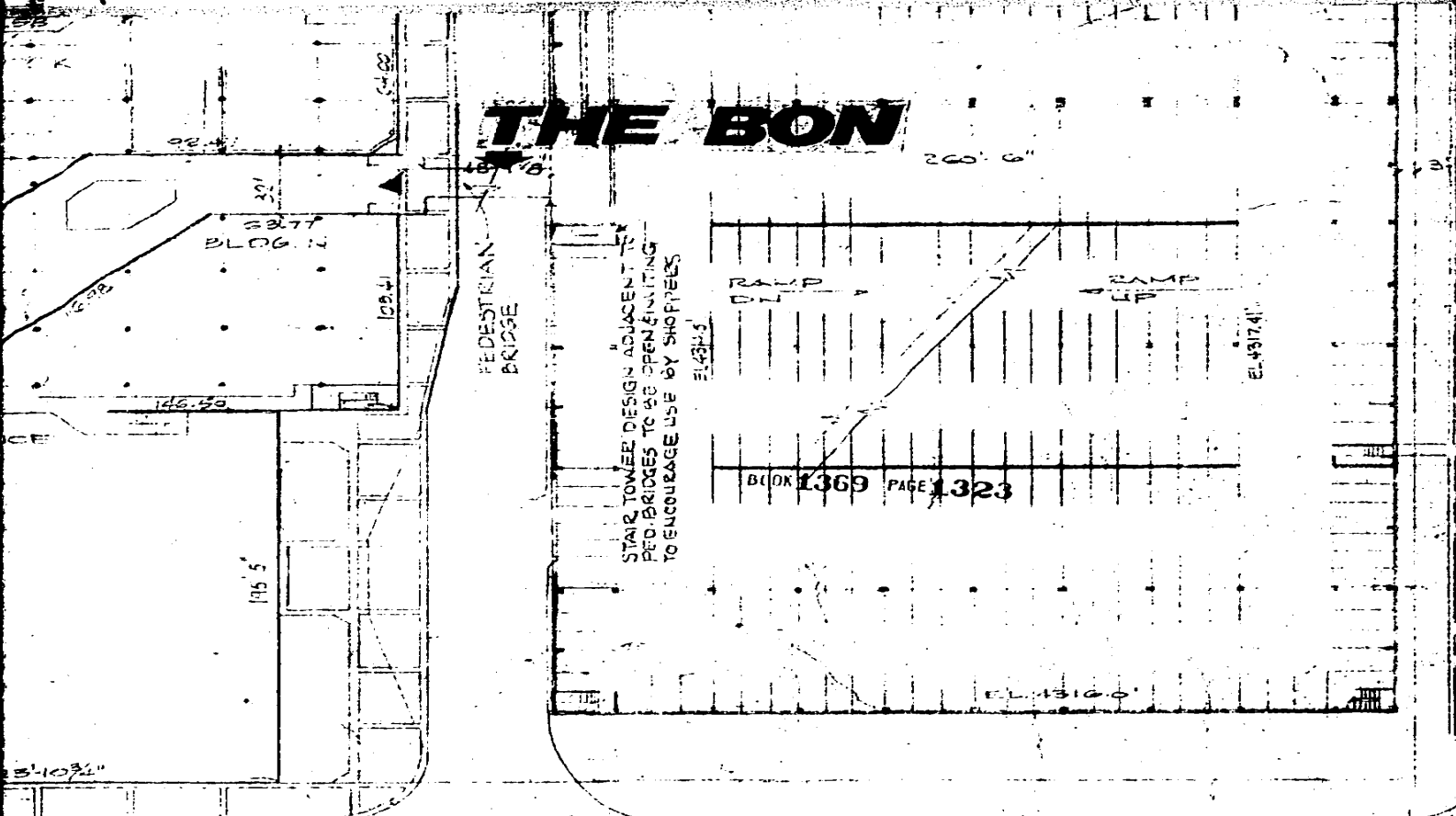
JC PENNEY SIGN

WASHINGTON BLVD

EL. +4394.32'



# THE BON



STAIR TOWER DESIGN ADJACENT TO  
 PEDESTRIAN BRIDGE TO BE OPENING  
 TO ENCOURAGE USE BY SHOPPEES

BLOCK 1369 PAGE 1323

EL. 4316.0

2377  
 BLDG. 12

PEDESTRIAN  
 BRIDGE

RAMP

RAMP

EL. 4317.41

105.5

5'-10 3/4"

54.82

00.47

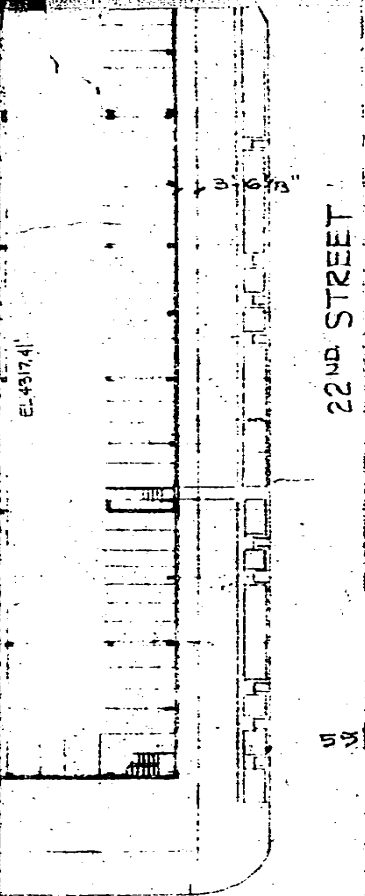
30.1

9'-00.2

18'-7.6

3

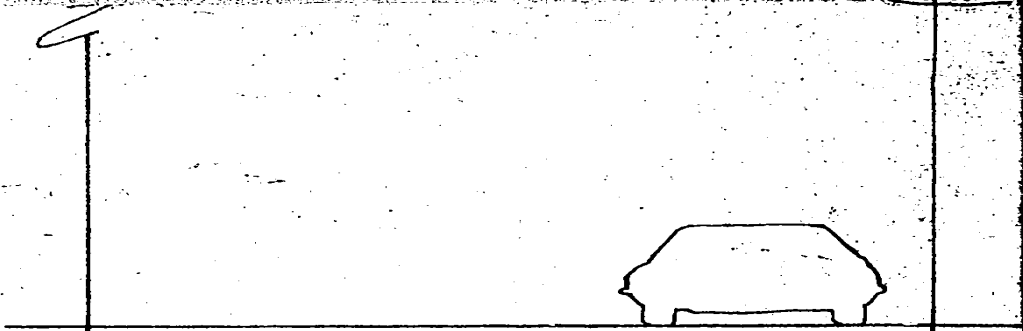




22ND STREET

U  
VI

EL. + 4303.98

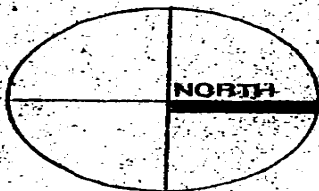


ILLUMINATED SIGN ON BRIDGE  
1/4" = 1'-0"  
\* SEE SIGN LOCATION ON SITE PLAN

BOOK 1369 PAGE 1324

BRIDGE  
SITE PLAN

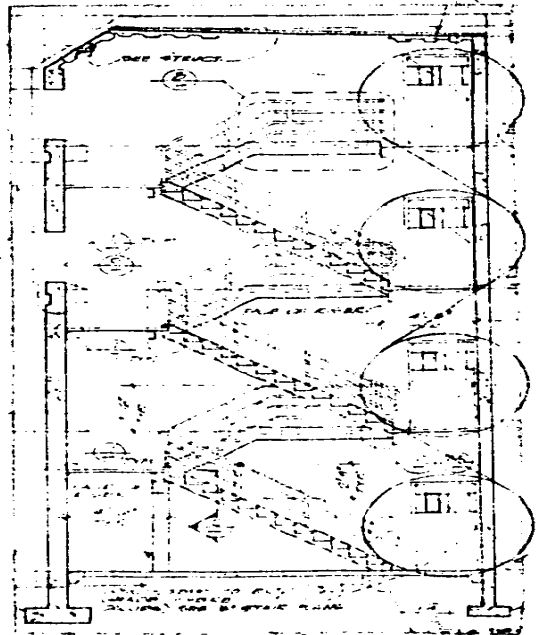
BOOK 1369 PAGE 1325



DATE	DESCRIPTION	BY	DATE	BY
7-31-80	UPPER LEVEL SIGNING PER THE 3-MANUALS			
APR 22 1980	NORTHBOUND ENTRY SIGNING			
6-24-80	NORTHBOUND BRIDGE SIGNING			



BOOK 1369 PAGE 1326

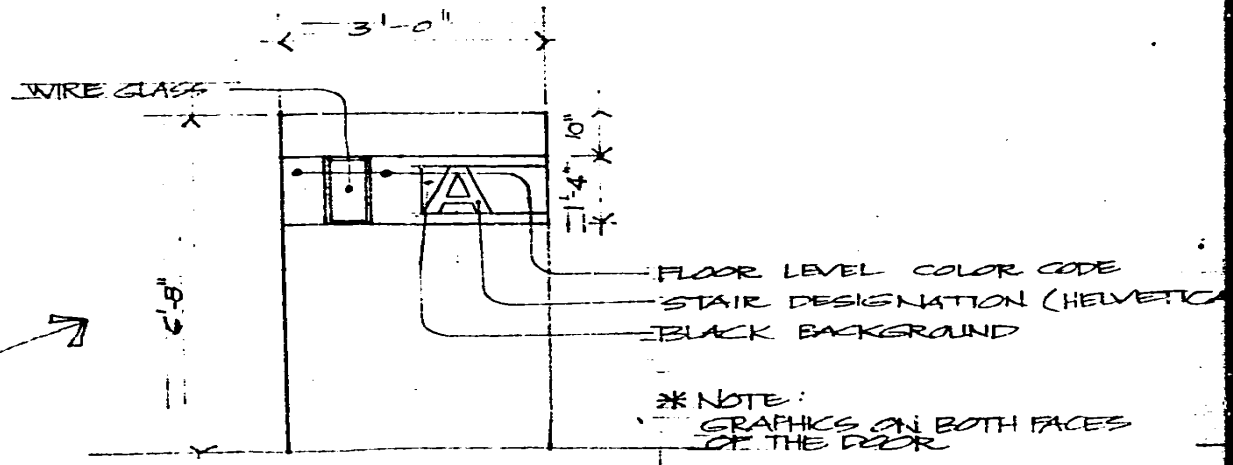


E

41

40

BOOK 1369 PAGE 1327



**TYPICAL - Stairs A · B · D · E · G · H · K · L**  
**M · N · P · R · S · T · U**

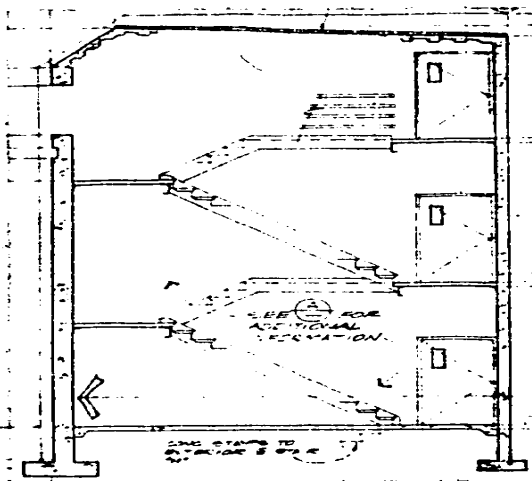
scale 1/2" = 1'-0"

J

26

25

BOOK 1369 PAGE 1328



COLOR CODE  
NATION (HELVETICA WHITE)  
GROUND

ON BOTH FACES

STREET

SEE PLAN FOR  
ADDITIONAL  
ESCAPATION

END STAIRS TO  
2ND FLOOR

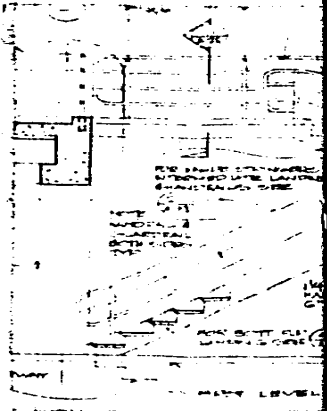
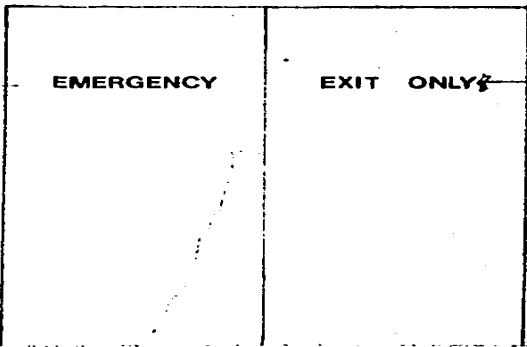
\* FIRE  
TYPE  
scale

E·G·H·K·L  
P·R·S·T·U

12

11

BOOK 1369 PAGE 1329



FIRST LEVEL DOORS FACING THE STREET

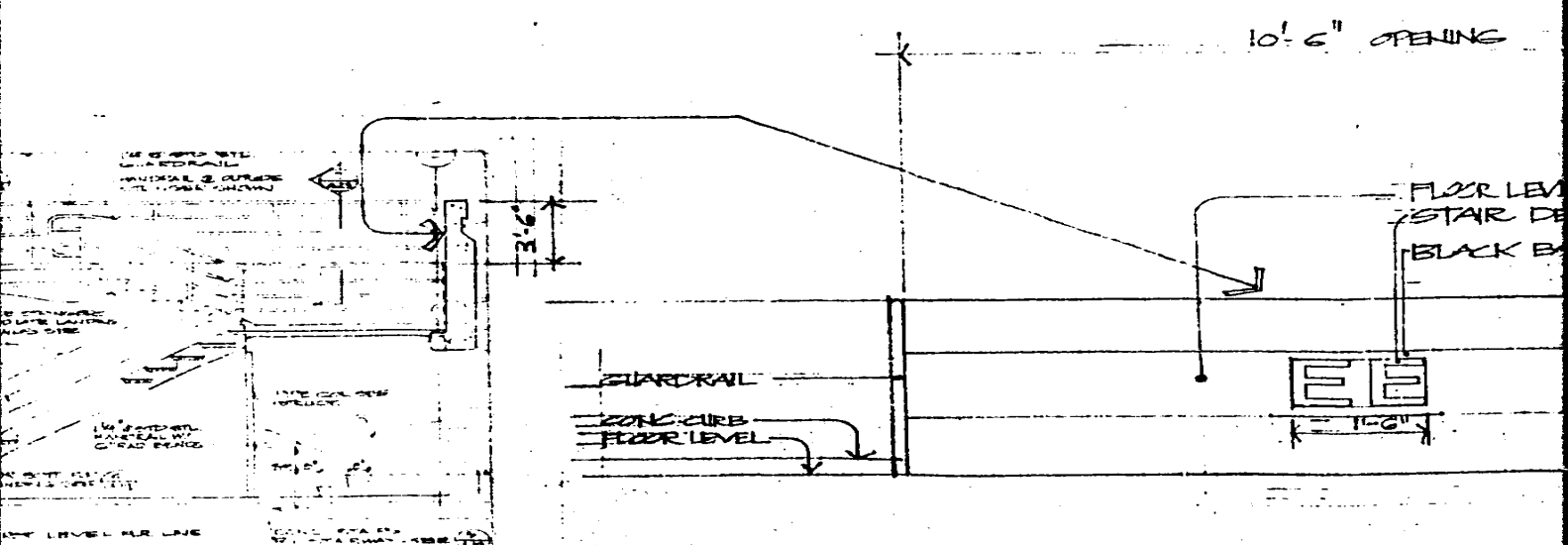
**TYPICAL Stairs B·E·H·K·M**  
**P·R·T**

Scale: 1/2" = 1'-0"

3  
6  
9



BOOK 1369 PAGE 1330



TYPICAL - Stairs AA · EE · JJ · UU  
scale 1/2" = 1'-0"



BOOK 1369 PAGE 1331

ogden city Mall  
OGDEN, UTAH  
PARKING STRUCTURE graphic design

JOB NO. 7904

CONTRACTOR TO VERIFY ALL DIMENSIONS, CONDITIONS, ETC., PERTAINING TO THE WORK AT THE SITE BEFORE PROCEEDING WITH THE WORK.

10' 6" OPENING

FLOOR LEVEL COLOR CODE - WHITE HELVETICA  
STAIR DESIGNATION - 12" HIGH  
BLACK BACKGROUND

1' 6" x 3' 6"

A · EE · JJ · UU

DESIGNER WIMB

PROJECT ARCHITECT

DRAWN BY WIMB

CHECKED BY

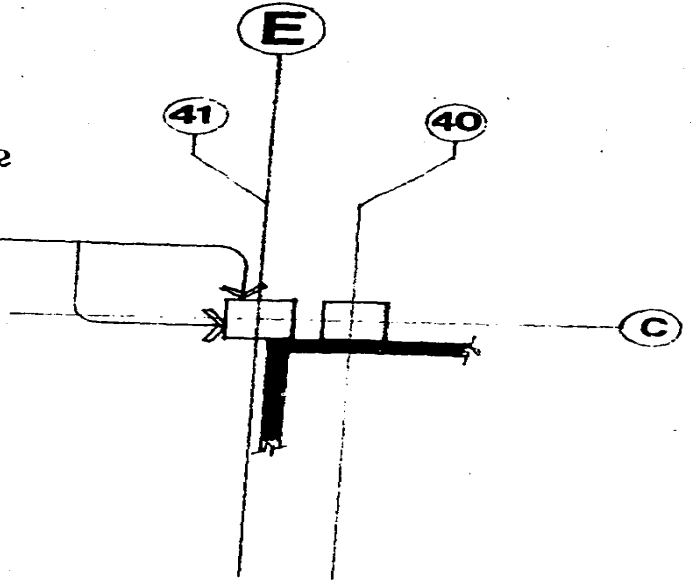
DATE OCT 16 1974

SCALE

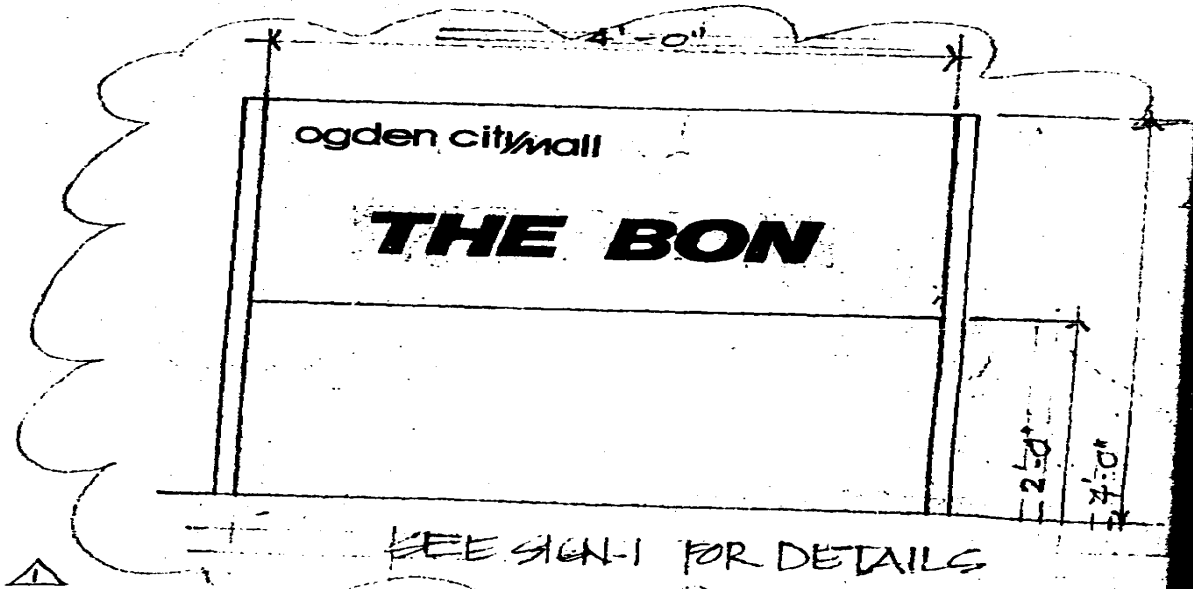


BOOK 1369 PAGE 1332

GRAPHICS



### PLAN - Detail 1



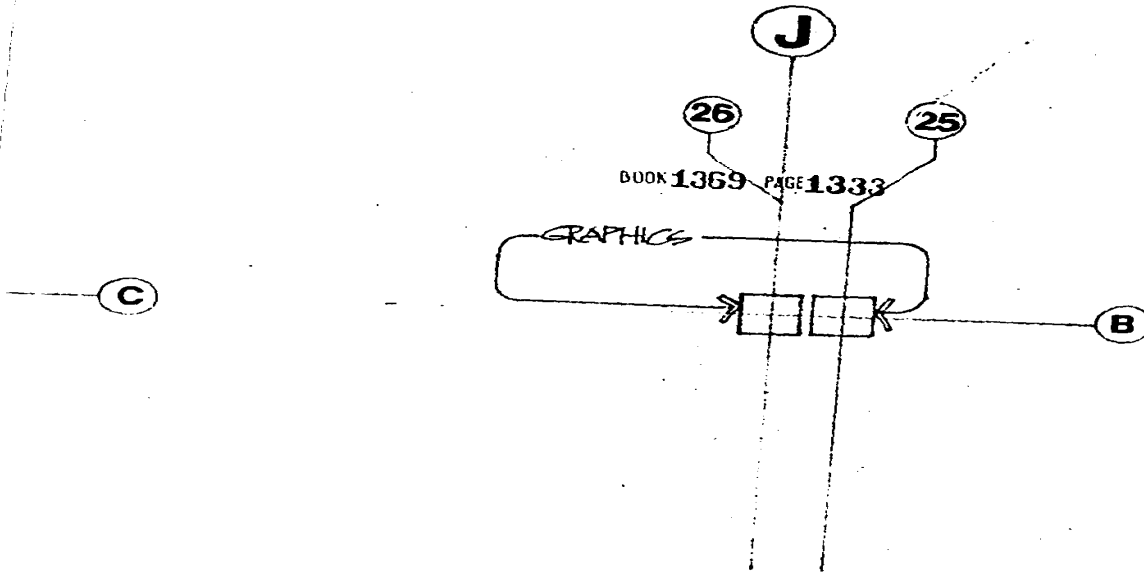
**ENTRY SIGNING** \* SEE SPEC  
scale 1" = 1'-0"

**COLOR CODE**

PRATT

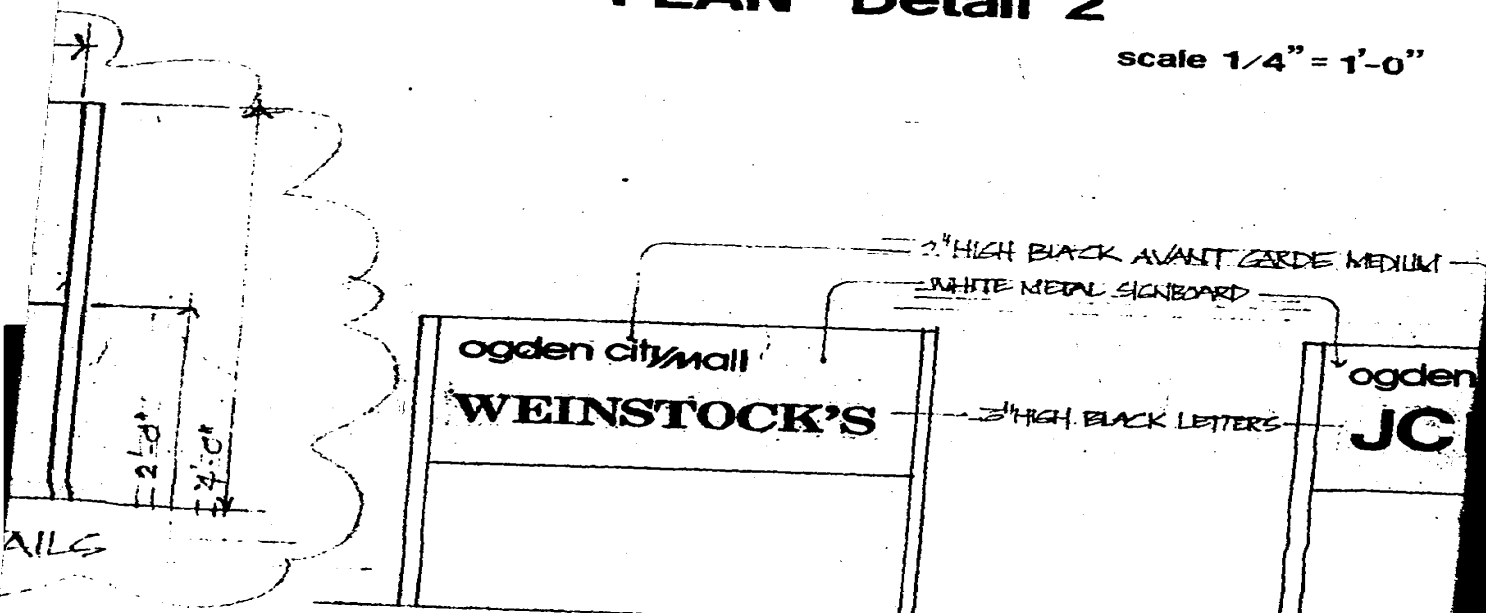
# TYPICAL Stairs A · B · D · E · G · H · K · L M · N · P · R · S · T · U

scale 1/2" = 1'-0"

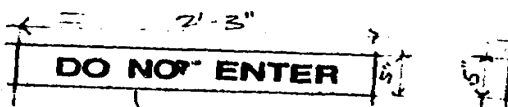


## PLAN · Detail 2

scale 1/4" = 1'-0"

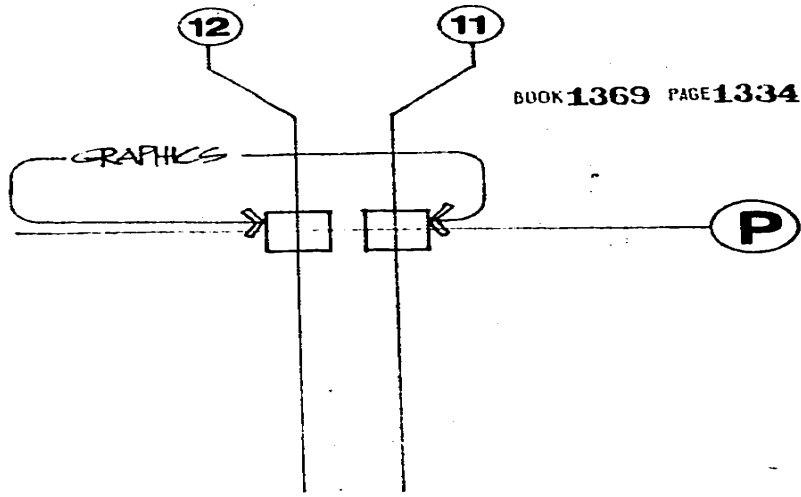


**G** \* SEE GROUND LEVEL PLAN FOR SIGN LOCATION



H.K.L.  
S.T.U

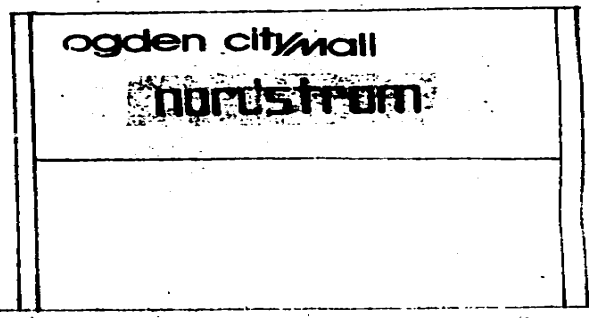
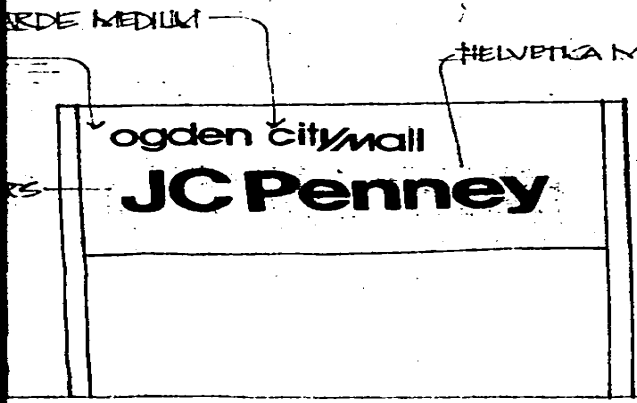
TYPICAL  
scale 1/2" =



BOOK 1369 PAGE 1334

### PLAN - Detail 3

" = 1'-0"



TO BE INSTALLED ON ALL ENTRANCES.  
NOTE: SIGN SHOULD BE

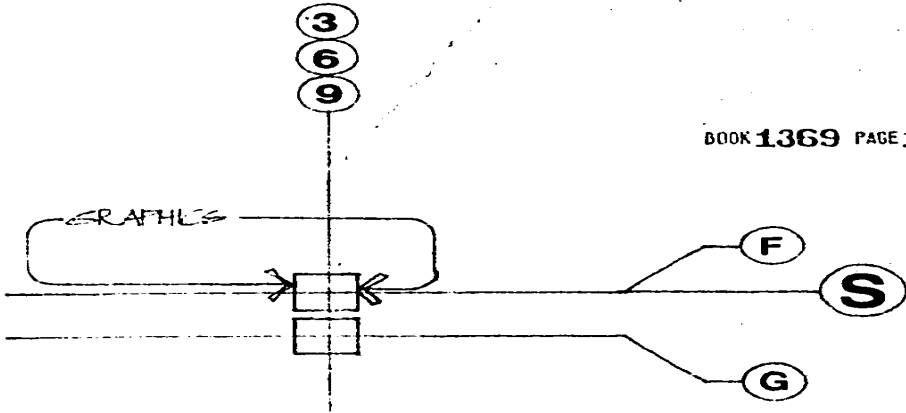


FIRST LEVEL DOORS FACING THE STREET

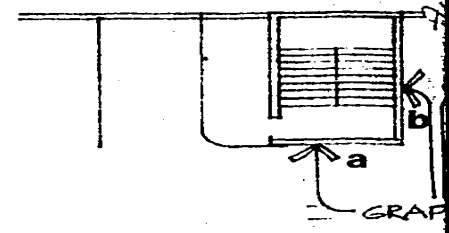
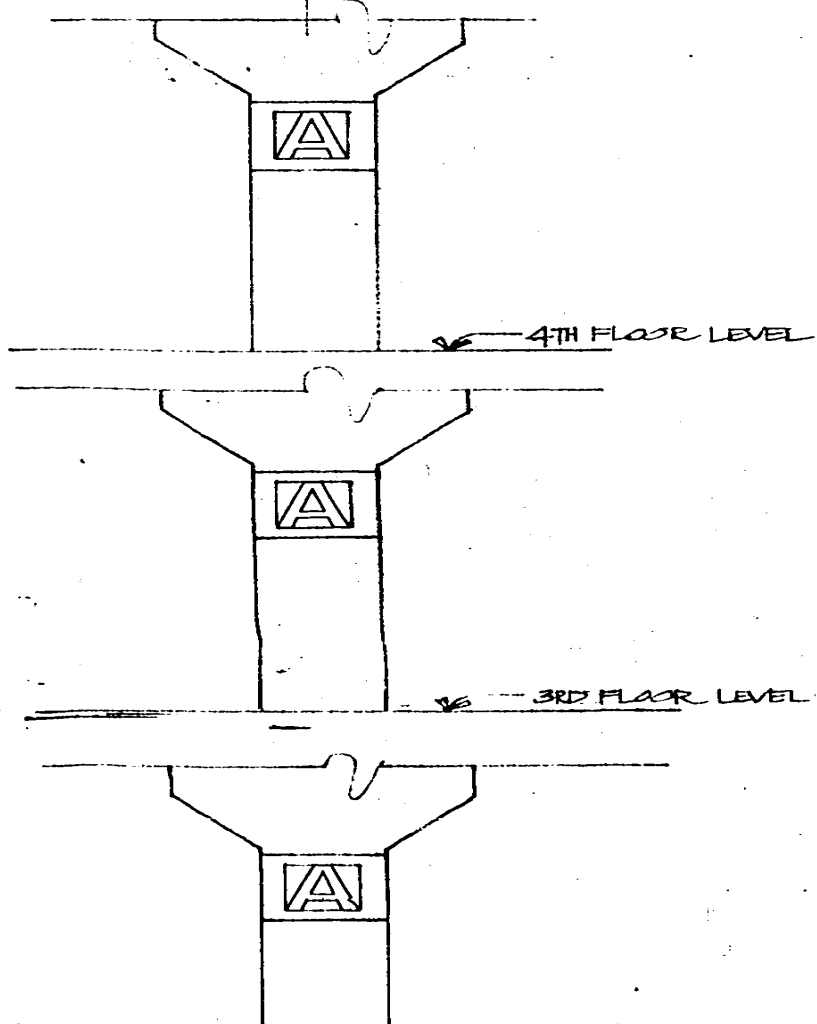
# TYPICAL Stairs B·E·H·K·M P·R·T

Scale 1/2" = 1'-0"

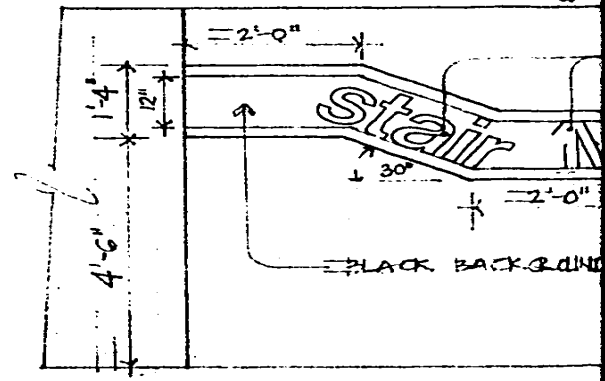
BOOK 1369 PAGE 1335



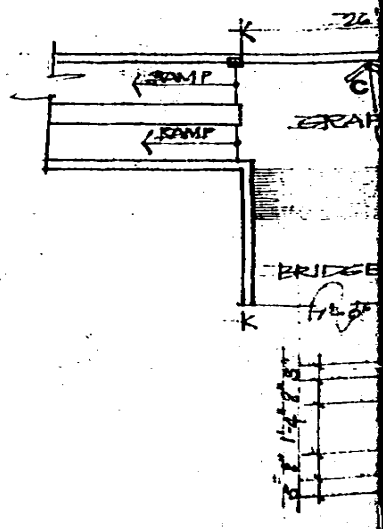
## PLAN · Detail 4



## typical plan-s nts



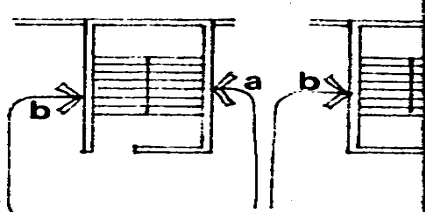
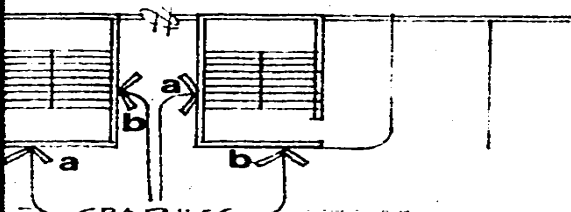
## ELEVATION



# TYPICAL - Stairs AA · EE · JJ

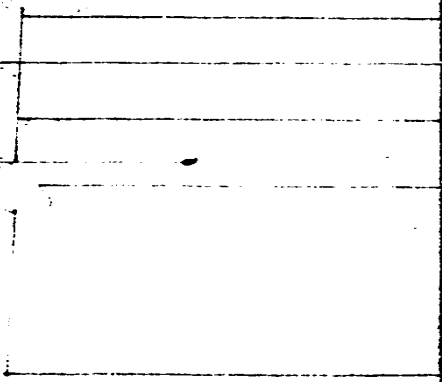
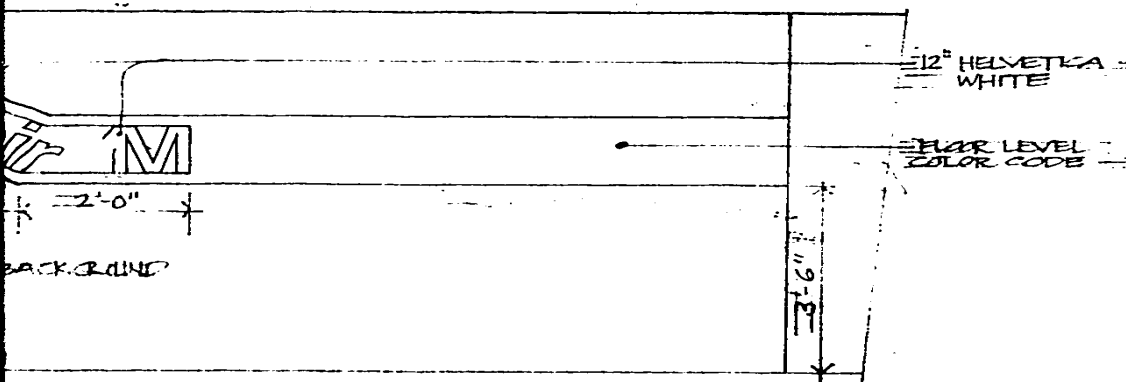
scale 1/2" = 1'-0"

BOOK 1369 PAGE 1336



plan-stairs **A · B · E · H · K · L**  
**M · P · R · T · U**

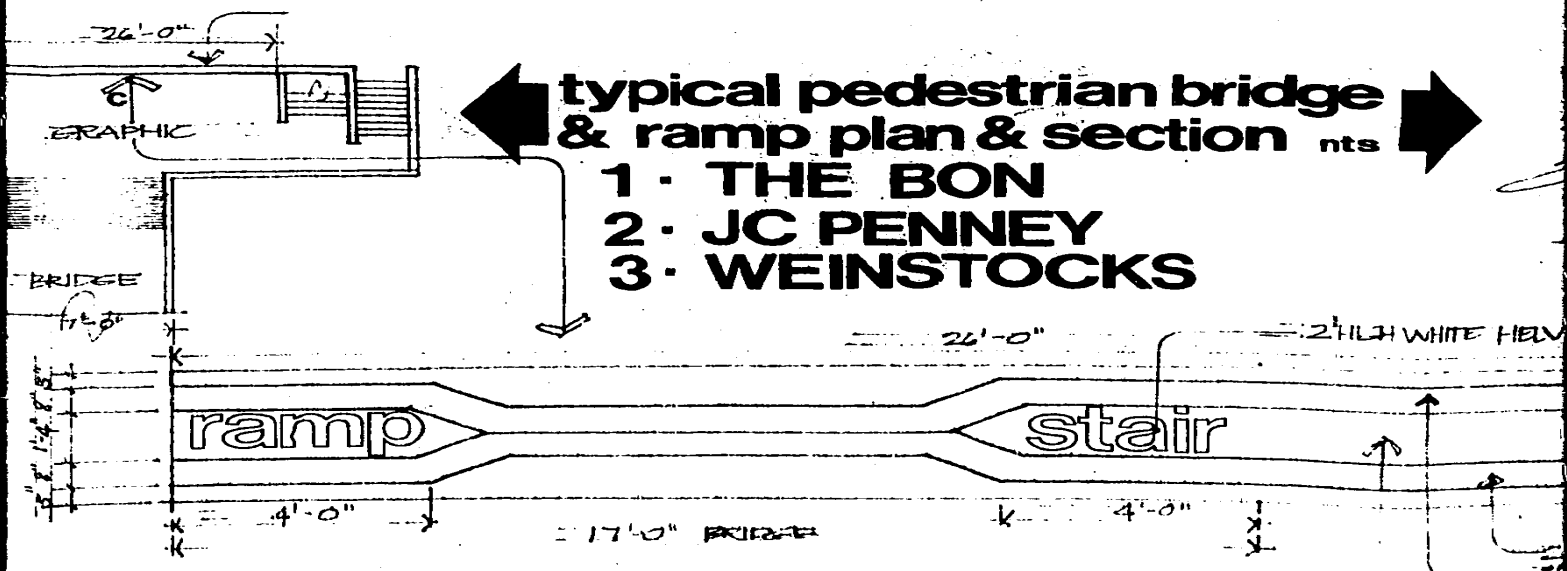
typical plan-stairs



SECTION - a

scale 1/2" = 1'-0"

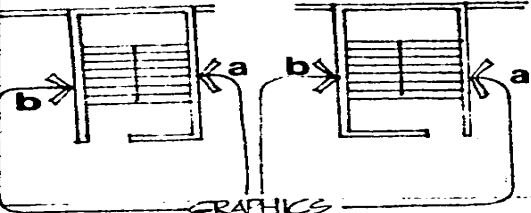
ELEVATION



typical pedestrian bridge & ramp plan & section nts

- 1 · THE BON
- 2 · JC PENNEY
- 3 · WEINSTOCKS

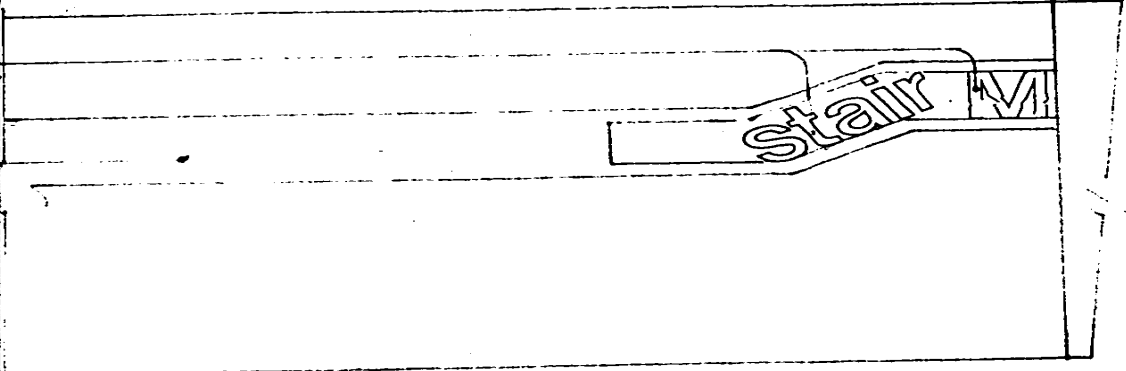
AA · EE · JJ · UU



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typical plan - stairs D · G · N · S

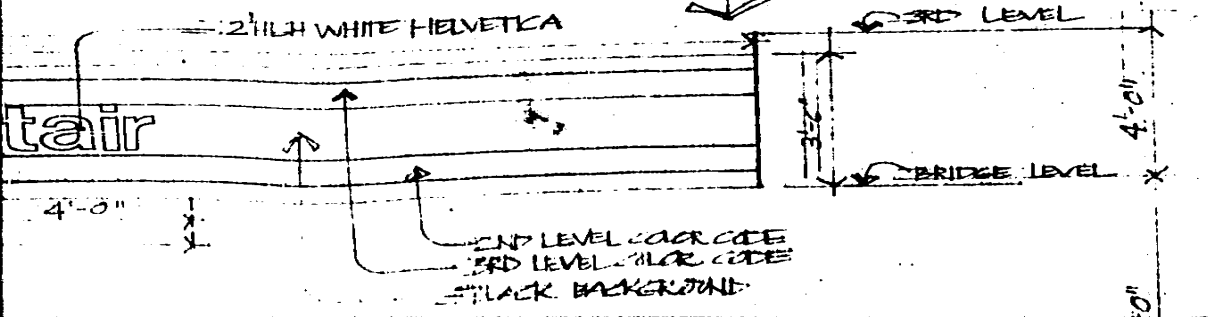
nts



ELEVATION - b

in bridge section nts

KS



DESIGNER	winnie
PROJECT ARCHITECT	
DRAWN BY	winnie
CHECKED BY	
DATE	OCT 16 1974
SCALE	

**MILLARD ARCHULETA ASSOCIATES**  
 Architecture    Engineering    Planning    Interior Design



(213) 254-9238 • 254-9121

7440 NORTH FIGUEROA ST., LOS ANGELES, CALIFORNIA 90041

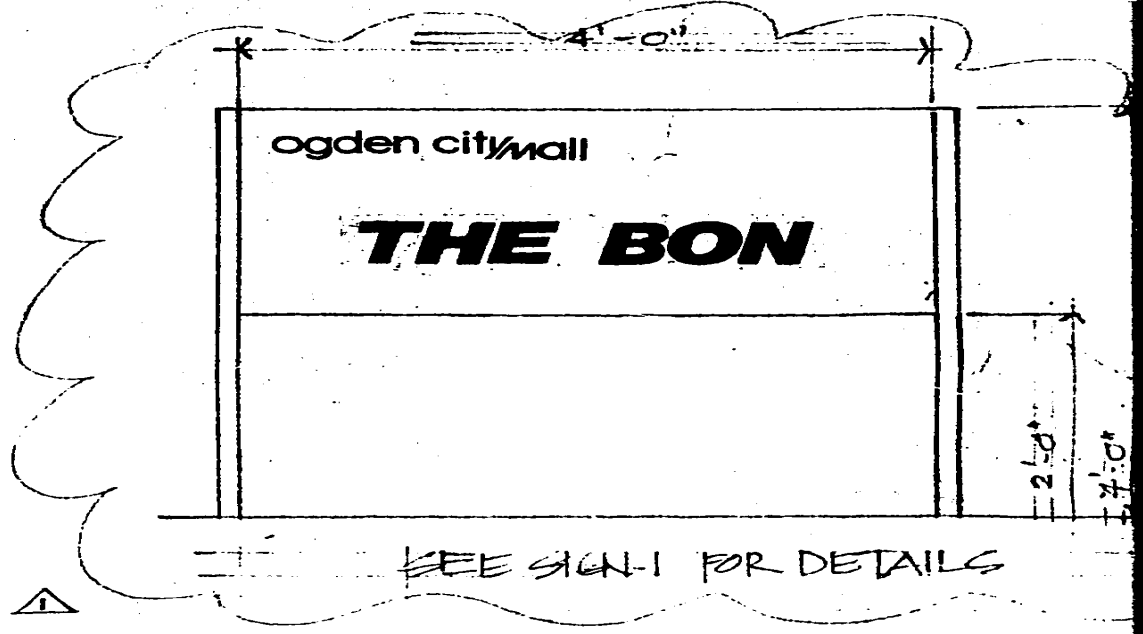
**CORPORATE ARCHITECTS**

MILLARD J. ARCHULETA, A.I.A.
HAROLD J. NICOLAIS, A.I.A.
JOHN R. CAMPBELL, A.I.A.
FRANK J. WONG, A.I.A.
IMMANUEL VORRATH, A.I.A.
GERALD D. SORENSON, A.I.A., P.E.
RAYMOND L. GAMBLE, A.I.A.

EDUCATION

(C)

# PLAN - Detail 1



**ENTRY SIGNING** \* SEE  
 scale 1" = 1'-0"

BOOK 1369 PAGE 1338

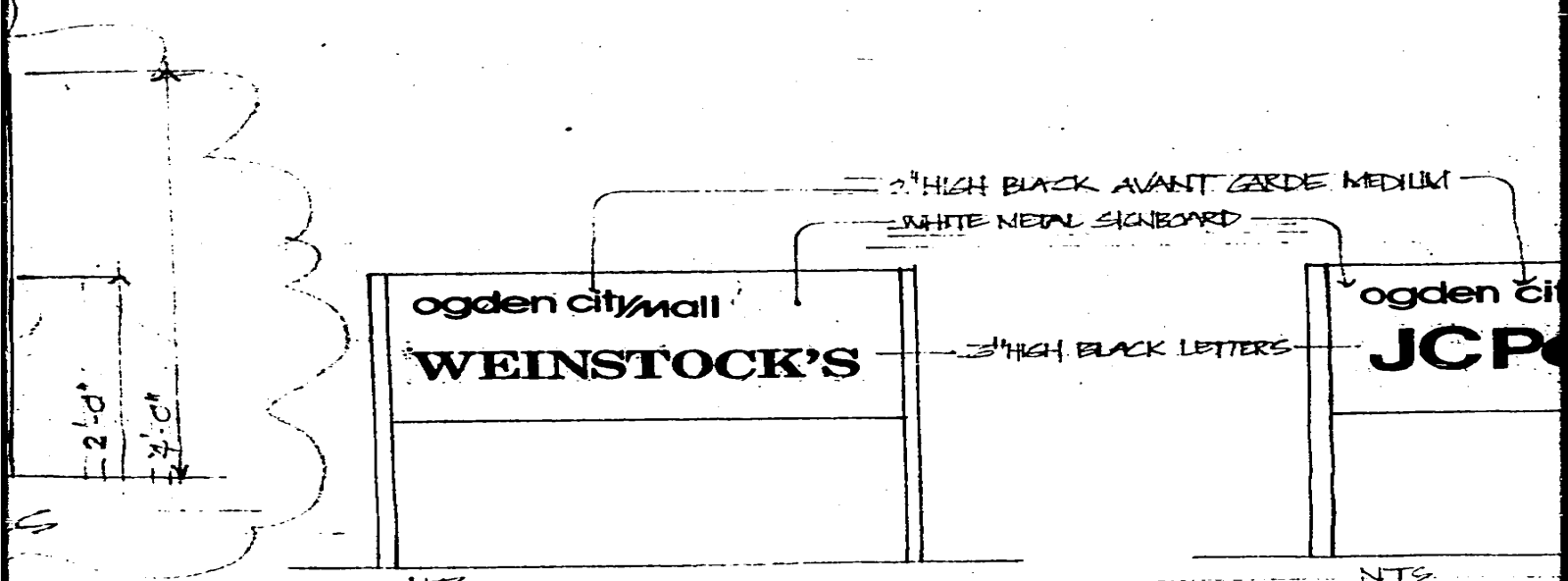
## COLOR CODE

PRA

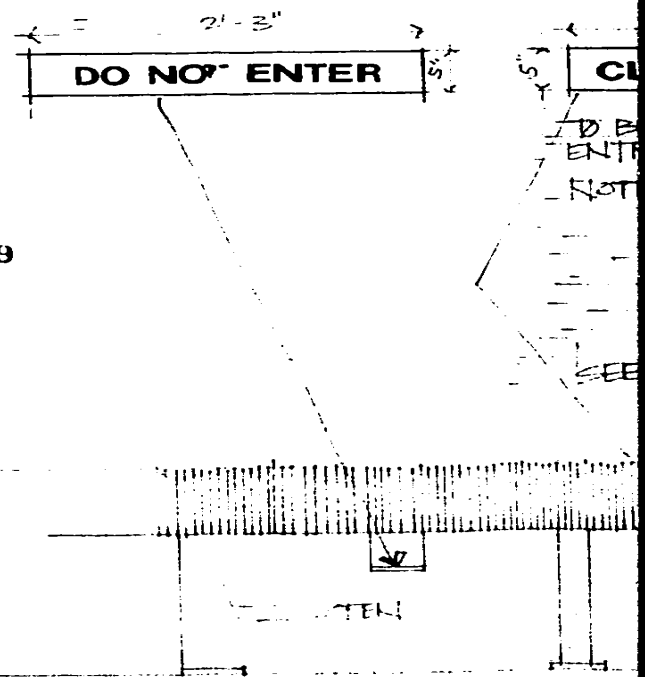
- |                          |                     |         |
|--------------------------|---------------------|---------|
| <input type="checkbox"/> | <b>4th level</b>    | • 7019- |
| <input type="checkbox"/> | <b>3rd level</b>    | • 3095  |
| <input type="checkbox"/> | <b>2nd level</b>    | • 5095  |
| <input type="checkbox"/> | <b>ground level</b> | • 6076  |

# PLAN - Detail 2

scale 1/4" = 1'-0"



\* SEE GROUND LEVEL PLAN FOR SIGN LOCATION



## PRATT & LAMBERT

- 7019-3 CALIBRATED RED      BOOK 1369 PAGE 1339
- 3095      SUNSPOT
- 5095      NATIONAL BLUE
- 6076      CAMEO BROWN

**ENTRY ELEV**  
nts

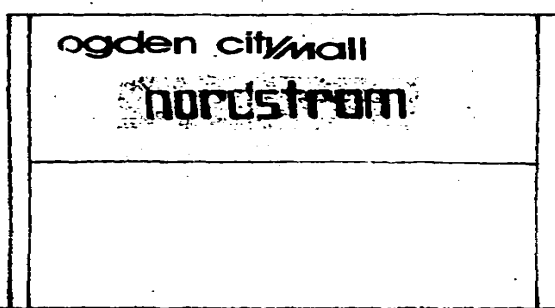
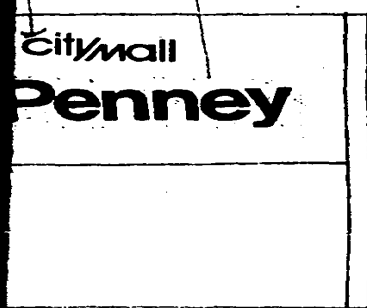


P

PLAN - Deta

PLAN - Detail 3

HELVETICA MEDIUM



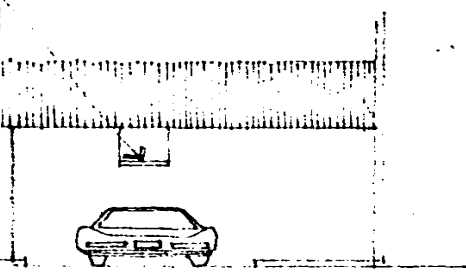
NTS

CLEARANCE 7'-2"

TO BE INSTALLED ON ALL ENTRANCES.

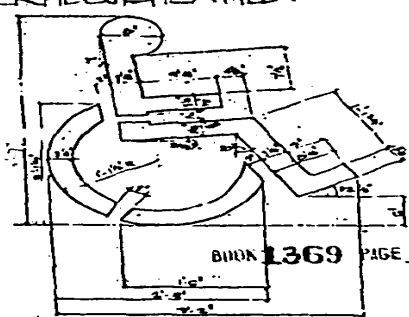
NOTE: SIGN SHOULD BE SCREWED ON THE WALL FOR ENTRANCES 2, 3 & 4. OTHERS WILL BE HANGED 2'-0" FROM THE GROUND.

SEE PLAN FOR LOCATION.



ELEVATION

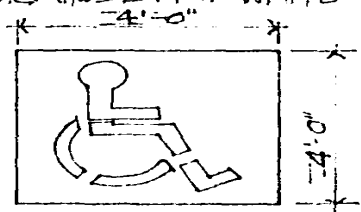
WHITE METAL PLATE 3" HIGH BLACK HELVETICA MED.



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SEE GROUND LEVEL PLAN FOR LOCATION

HANDICAPPED SIGN WHITE W/BLACK BACKGROUND



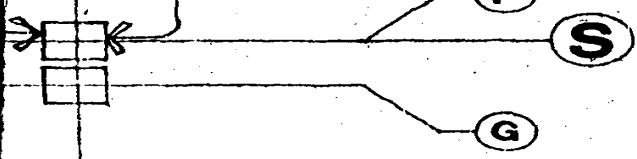
HANDICAPPED SIGN nts

TYPICAL scale 1/2" = 1'-0"

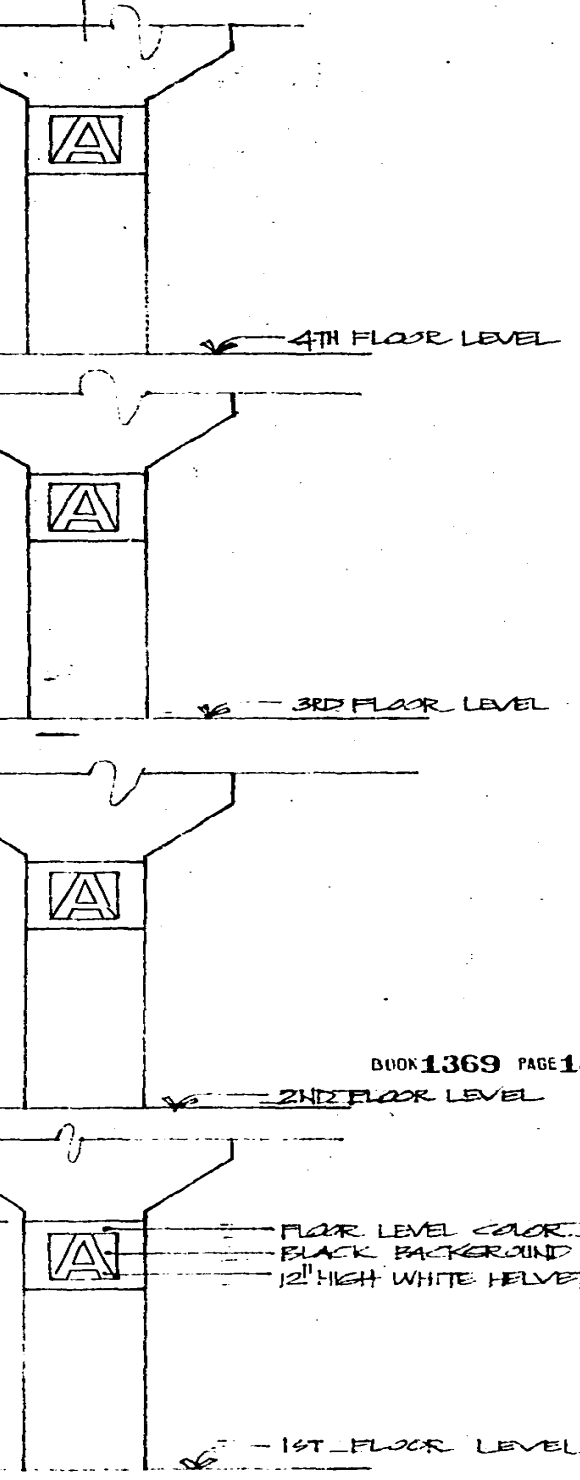
typical plan-stairs

A.M.

nts

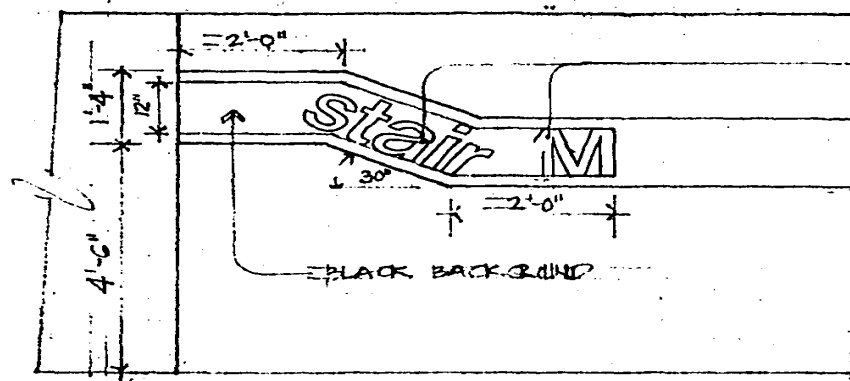


Detail 4

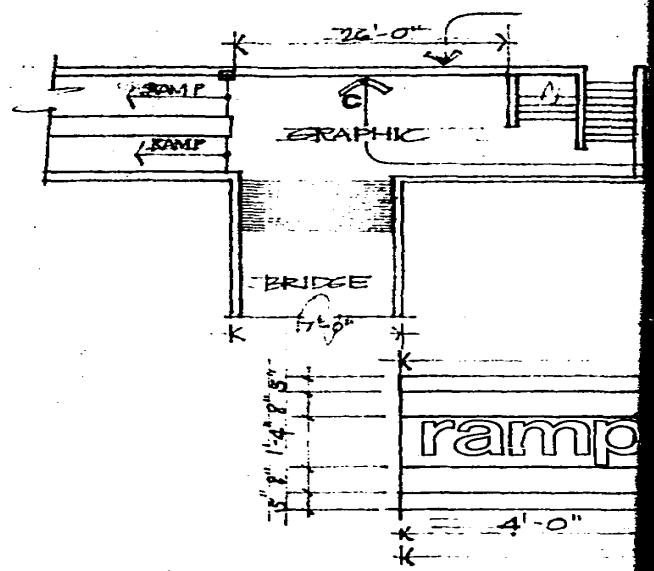


BOOK 1369 PAGE 1341

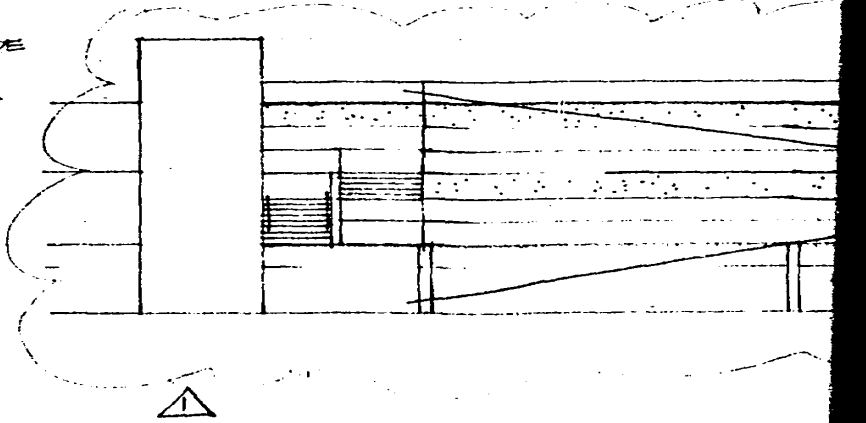
FLOOR LEVEL COLOR CODE  
BLACK BACKGROUND  
12" HIGH WHITE HELVETICA



ELEVATION - a



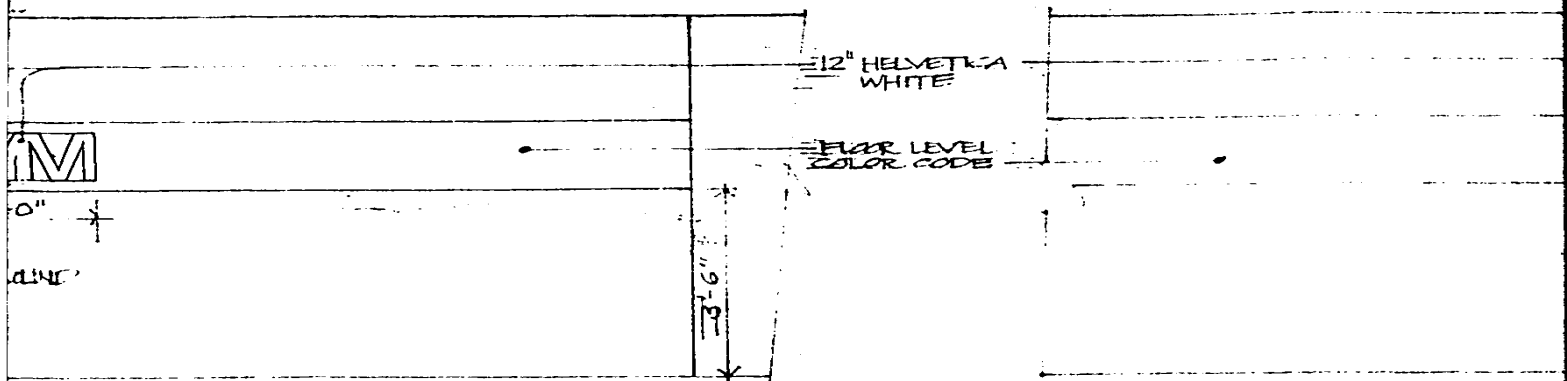
ELEVATION  
scale 3/8" = 1'



CAL COLUMN  
" = 1'-0"

stairs A·B·E·H·K·L  
M·P·R·T·U

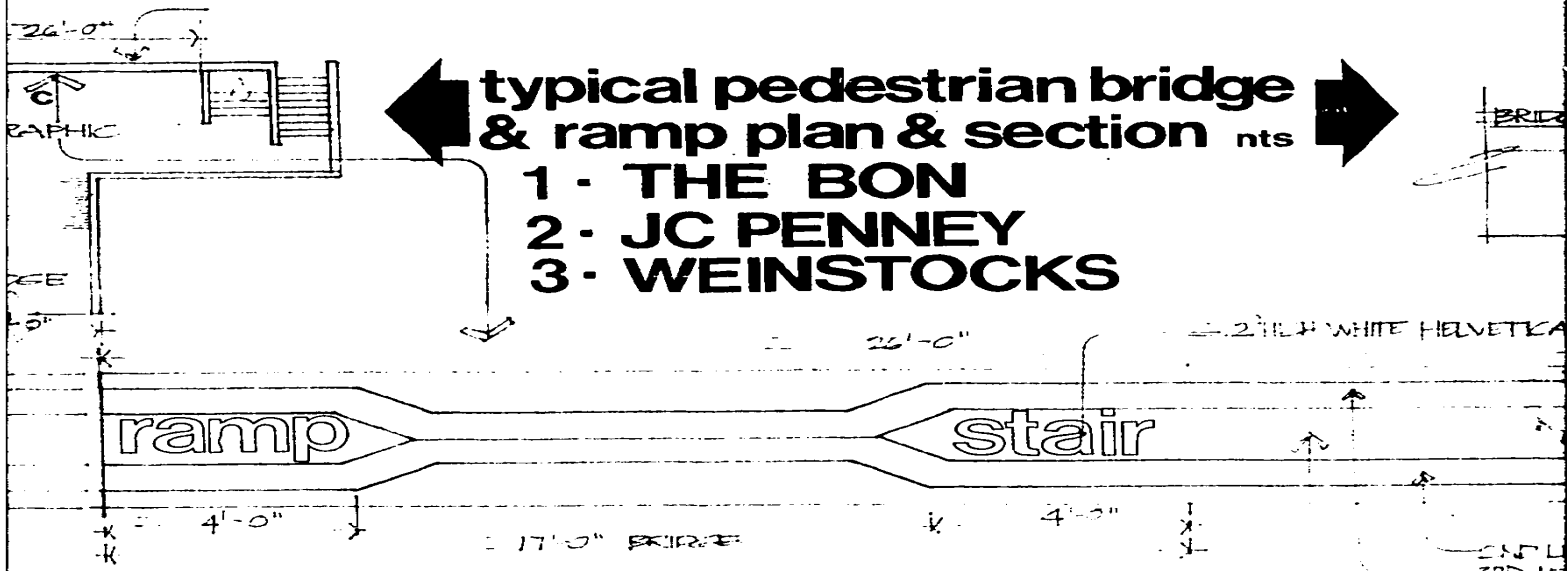
typical plan · stair  
nts



**N - a**

scale 1/2" = 1'-0"

**ELEVATION - b**

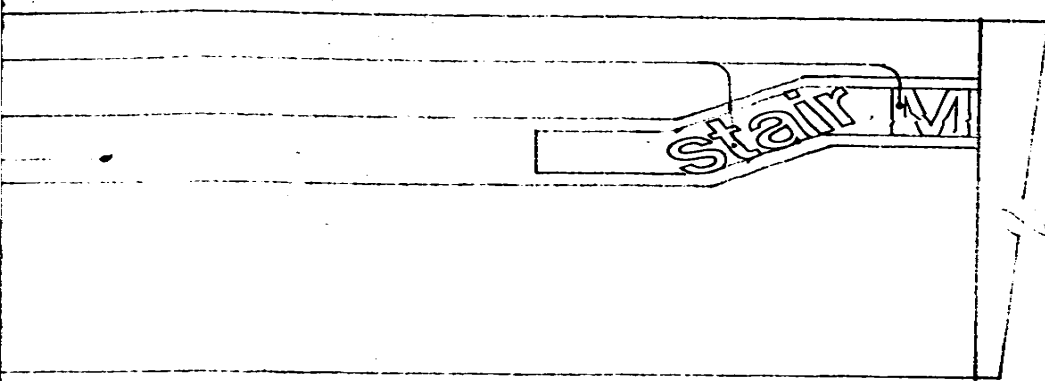


**ELEVATION - C**  
scale 3/8" = 1'-0"

BOOK 1369 PAGE 1342

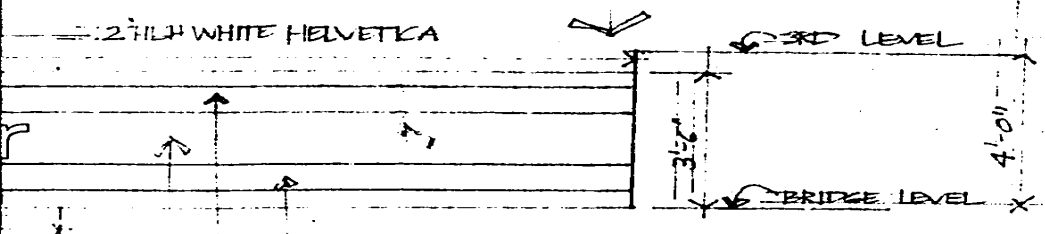
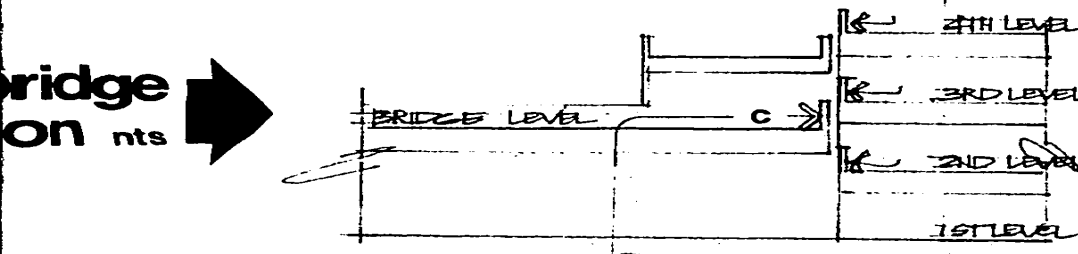
~~OMIT~~

typical plan - stairs D·G·N·S



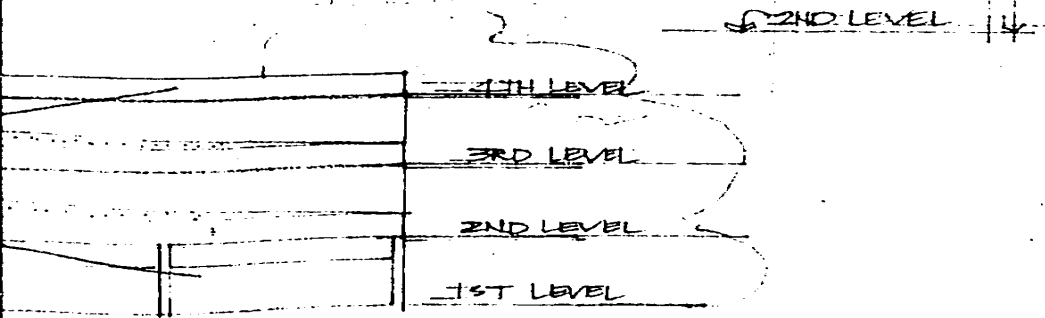
ELEVATION - b

bridge on nts →



2 1/2" WHITE HELVETKA  
 2ND LEVEL CORR CODE  
 3RD LEVEL CORR CODE  
 BLACK BACKGROUND

DATE 1369 PAGE 1343



**MILLARD ARCHULETA ASSO**  
 Architecture Engineering Planning Int

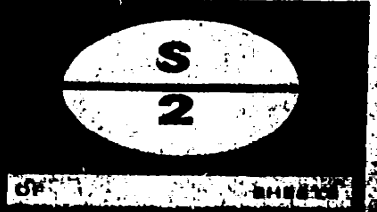
(313) 254

7440 NORTH FIGUEROA ST., LOS ANGELES, CALIFORNIA 90041

**CORPORATE ARCHITECTS**

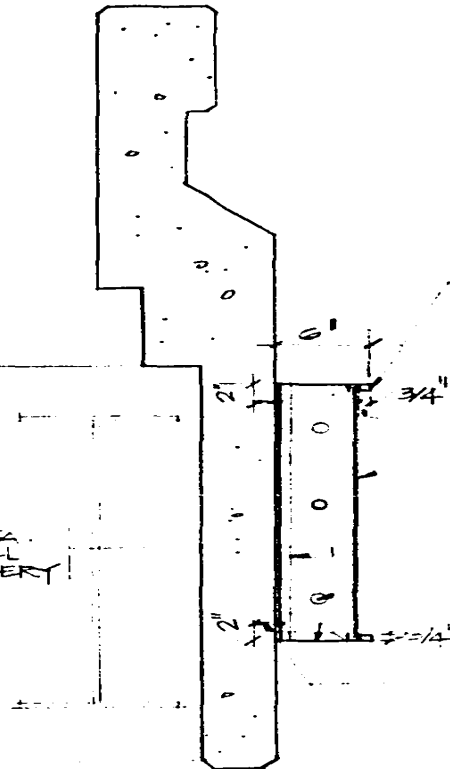
- MILLARD J. ARCHULETA, A.I.A.
- HAROLD J. NICOLAIS, A.I.A.
- JOHN R. CAMPBELL, A.I.A.
- FRANK J. WONG, A.I.A.
- IMMANUEL VORRATH, A.I.A.
- GERALD D. SORENSON, A.I.A., P.E.
- RAYMOND L. GAMBLE, A.I.A.

REVISE SIGNS SIZES & LOCATION		REVISIONS	
NO.	DATE	NO.	DATE
Δ 4-23-80			



BRIDGE

SIGN FRAME - 14 GA.  
GALV. STL. CHANNEL  
AROUND SIGN PERIPHERY



SIGN CASING  
20-GA. GALVANNEALED STL.  
FINISHED TO MATCH DURADONIC  
BRONZE NO. 313.

SIGN FACE  
1/8" THK. WHITE ACRYLIC  
PLASTIC OPAQUE BRONZE  
COLOR TO MATCH  
DURADONIC # 313  
LEAVING TRANSLUCENT  
WHITE LETTERS

3 LAMPS  
3/16"  $\phi$  WEEP HOLES  
1" 0" ON CENTER  
3/8"  $\phi$  BOLT

2'-6"  
5'-1"

1'-3"

TYPICAL SIGN SECTION  
ON BRIDGE

SEE SIGN-1 DWG. FOR LOCATION

**MILLARD ARCHULI**  
Architecture Engineering

7440 NORTH FIGUEROA ST. LOS ANGELES, CALIFORNIA

**THE BON**

**nordstrom**

**WEINSTOCK'S**

**JC Penney**

\* ALL LETTERS WILL BE 18" H

MAJORS LETTER

NOTE: COST FOR FABRICATION  
INCLUDING ELECTRICAL  
RESPONSIBILITY OF EACH

STL.  
ADONIE

51"

07

**ARCHULETA ASSOCIATES**  
Engineering      Planning      Interior Design

LOS ANGELES, CALIFORNIA 90041      (213) 204-9208 • 254-9121

DESIGNER WINNIE  
PROJECT ARCHITECT  
DRAWN BY WINNIE  
CHECKED BY  
DATE 4-23-80  
SCALE

SIGNING OF

**ogden**

CONTRACTOR TO VERIFY ALL DIMENSIONS, ETC. PERTAINING TO THIS DRAWING BEFORE PROCEEDING WITH

**BON**

**strom**

**STOCK'S** — "CENTURY SCHOOLBOOK BOLD"

**ney** — "HELVETICA MEDIUM"

ERS WILL BE 18" HIGH

RS LETTER STYLE

FOR FABRICATION AND INSTALLATION OF SIGNS INCLUDING ELECTRICAL SERVICE, SHALL BE THE RESPONSIBILITY OF EACH DEPT. STORE RESPECTIVELY.

SIGNING ON BRIDGE	
<b>ogden city mall</b>	
OGDEN, UTAH	
<small>CONTRACTOR TO VERIFY ALL DIMENSIONS, CONDITIONS, ETC. PERTAINING TO THIS WORK AT THE SITE BEFORE PROCEEDING WITH THE WORK.</small>	JOB NO. 7904

OF	SHEETS

5/31/79  
5/16/80  
7/24/80

BOOK 1369 PAGE 1347

MAXIMUM BUILDING HEIGHTS

The maximum heights of the buildings in the Center shall not exceed the following dimensions.

The dimensions as indicated for each of the following buildings represent the exterior wall height including the parapet walls above the Enclosed Mall lower level finished floor elevation of 4305.26 feet, United States Coast and Geodetic Survey Datum. Mechanical equipment penthouses, skylights, screens to hide the mechanical equipment and entrance structure cupolas and canopies on all such buildings may extend above the maximum dimensions as shown.

BON MARCHE STORE	41.7 feet
WEINSTOCKS STORE	41.0 feet
PENNEY STORE	46.0 feet
NORDSTROM STORE	52.0 feet
WOODBURY STORES	41.7 feet
ENCLOSED MALL	43.4 feet
DEVELOPER STORES	41.7 feet
PARKING STRUCTURE	38.5 feet

The maximum height of the Penney TBA shall be thirty (30) feet, measured from ground level to the top of the parapet.

EXHIBIT C



3/9/78  
4/20/78  
5/31/79  
12/17/79

BOOK 1369 PAGE 1348

SIGN CRITERIA

The following sign criteria are hereby established for the purpose of assuring an outstanding shopping center and for the mutual benefit of all Occupants. Conformance shall be strictly enforced and any installed nonconforming or unapproved signs shall be brought into conformance at the expense of the Occupant.

The Project Architect shall administer and interpret the sign criteria, but shall not authorize any departure therefrom without the written approval of the Parties.

A. GENERAL REQUIREMENTS

1. Each Occupant shall submit or cause to be submitted to the Project Architect for approval, before fabrication, at least three copies of detailed drawings covering the location, size, layout, design and color of the proposed sign, including all lettering and/or graphics.
2. No signs shall be permitted outside of the Enclosed Mall areas unless shown on the final approved improvement plans, or otherwise approved by the Project Architect.
3. All permits for signs and their installation shall be obtained by the Occupant.
4. Occupant shall be responsible for the fulfillment of all requirements and specifications.

B. DESIGN REQUIREMENTS

1. Signs shall be permitted only within the sign areas as designed by the Project Architect and as shown on the approved improvement plans.
2. The horizontal dimension of signs shall not exceed two-thirds (2/3) the width of store frontage.

3/9/78

BOOK 1369 PAGE 1349

3. The total sign area (rectangle enclosing each group of letters, symbols or logos) shall not exceed ten percent (10%) of the area of the store front, and shall be located at least thirty-six inches from each lease line.
4. While it is desired to permit Occupants to present to the public their typical sign image, signs which do not conform to the dimensions and location described in Section B-2 above must be submitted to the Parties for approval.
5. No signs perpendicular to the face of the building shall be permitted unless approved by the Project Architect and as shown on the approved improvement plans.
6. No signs shall be permitted on canopy roofs or building roofs.
7. Wording of signs shall not include the names of merchandise or the products sold by an Occupant except as a part of an Occupant's trade name or insignia.
8. No signs, or any portion thereof, shall project above the parapet or the top of the wall upon which it is mounted.

C. GENERAL SPECIFICATIONS

1. Painted lettering shall not be permitted, except as specified under Section D-2 of this Exhibit D.
2. Flashing, moving or audible signs shall not be permitted.
3. Pylon or pole signs shall not be permitted.
4. All electrical signs shall bear the UL label, and their installation must comply with all local building and electrical codes.

3/9/78

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5. No exposed conduit, tubing or raceways shall be permitted.
6. No exposed neon lighting shall be used on signs, symbols or decorative elements.
7. All conductors, transformers and other equipment shall be concealed.
8. Electrical service to all signs shall be on the Occupant's meter and shall not be part of the common improvement work or of Common Area Maintenance Cost.
9. All signs, bolts, fastenings and clips shall be of hot dipped galvanized iron, stainless steel, aluminum, brass or bronze, and no black iron materials of any type shall be permitted.
10. All exterior letters or signs exposed to the weather shall be mounted at least 3/4" from the building wall to permit proper dirt and water drainage.
11. Location of all openings for conduits and sleeves in sign panels of building walls shall be indicated by the sign contractor on drawings submitted to the Project Architect. The sign contractor shall install same in accordance with the approved drawings.
12. No signmaker's labels or other identification shall be permitted on the exposed surface of signs, except those required by local ordinance. If required by local ordinance, such labels or other identification shall be in an inconspicuous location.
13. Except within the Enclosed Mall, all penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition.
14. The sign contractor shall repair any damage to any

3/9/78  
4/20/78  
10/2/78  
5/31/79

BOOK 1369 PAGE 1351

building or other work caused by his work.

15. The Occupant shall be fully responsible for the operations of the Occupant's sign contractor.

D. MISCELLANEOUS REQUIREMENTS

1. Each Occupant shall be permitted to place upon each entrance to its demised premises not more than 144 square inches of gold leaf or decal application lettering, not to exceed two inches in height, indicating hours of business, emergency telephone numbers, etc.
2. Each Occupant who has a non-customer door for receiving merchandise may have uniformly applied on said door in a location as directed by the Project Architect, in two inches high block letters, the Occupant's name and address. Where more than one Occupant uses the same door, each name and address shall be applied. Color of letters will be as selected by the Project Architect.
3. The Occupant may install on the Enclosed Mall front, if required by the U.S. Post Office, the numbers for the street address only, in the exact location directed by the Project Architect. The size, type and color of numbers shall be as directed by the Project Architect.
4. Floor signs, such as inserts into terrazzo, shall be permitted within the Occupant's lease line in its store front, if approved by the Project Architect.

E. DEPARTMENT STORES

1. The provisions of this Exhibit D, except as otherwise expressly provided herein, shall not be applicable to the identification signs of the Majors. Each Major

3/9/78  
4/20/78  
10/2/78  
12/11/78  
5/31/79

BOOK 1369 PAGE 1352

may install its usual identification signs on its building, as such signs from time to time exist on similar buildings operated by it in the Western United States. Each Major may install Enclosed Mall entrance signs at each level of the Enclosed Mall on which it has an opening. Such entrance signs may be similar to those which such Major has installed from time to time in other Enclosed Mall shopping centers in the Western United States. No Major shall install roof-top signs, or signs which are flashing, moving or audible.

2. Nothing herein shall be deemed to prohibit the Majors from having identification signs attached to the exterior facades of any mechanical penthouse upon its respective Store, provided that such sign(s) shall not extend higher than the top of such penthouse. With respect to the Penney TBA, the provisions of Sections B-5, B-6, B-8, C-1 through C-8, inclusive, and C-12 of this Exhibit D shall be applicable. Section C-3 shall not be applicable to any TBA gasoline price signs or TBA pylon sign. Such signs may be placed on pylons or poles, provided, however, without the prior written approval of the Parties the total area of the sign face of the TBA pylon sign may not exceed 350 square feet and the

3/9/78  
4/20/78  
5/31/79

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heights of such signs, including any base, pylon, pole or the sign itself, may not exceed 35 feet above grade.

F. DEVELOPER

1. Developer shall have the right to install Directories, depicting the location of Occupants of the Developer Tract, within the Enclosed Mall except within the Court of any Major. The number, location, size, design and lettering of such Directories shall be subject to the approval of the Project Architect.

G. WOODBURY.

1. Woodbury shall have the right to install Directories, depicting the location of Occupants of the Woodbury Stores, within the Enclosed Mall, except within the court of any Major, and only in such locations as the Directories of Developer are located. The number, location, size, design, and lettering of such Directories shall be subject to the approval of the Project Architect.

H. ADMINISTRATION

1. In the event any conflict of interpretation between any Occupant and the Project Architect as to the application of these criteria cannot be satisfactorily resolved, the Project Architect shall submit the design to the Parties; the decision of the Parties shall be final and binding upon the Occupant.

3/9/78

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RULES AND REGULATIONSA. COMMON AREA

1. The surface of the Automobile Parking Area (including the Parking Structure), bridges, ramps, stairways and sidewalks, shall be maintained in a level and smooth condition, and shall be evenly covered with the type of surfacing material originally installed thereon, or with such approved substitute therefor as shall be in all respects equal thereto in quality, appearance and durability.

2. All papers, debris, filth and refuse shall be removed from the Center, and paved areas shall be washed or thoroughly swept as required. All sweeping shall be done at those times that the Stores are not open for business to the public, using motor driven parking lot vacuum cleaning vehicles where feasible.

3. All trash and rubbish containers located in the Common Area for the use of Permittees shall be emptied daily and shall be washed at intervals sufficient to maintain the same in a clean condition.

4. All landscaping shall be properly maintained, including removal of dead plants, weeds and foreign matter and such replanting and replacement as the occasion may require.

5. All hard-surfaced markings shall be inspected at regular intervals and promptly repainted as the same become unsightly or indistinct from wear and tear, or other cause.

6. All stormdrain catch basins shall be cleaned on a schedule sufficient to maintain all stormdrain lines in a free-flowing condition and all mechanical equipment related

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to stormdrain and sanitary sewer facilities shall be regularly inspected and kept in proper working order.

7. All asphalt paving shall be inspected at regular intervals and maintained in a first class condition.

8. All stairways shall be (i) swept and washed at intervals sufficient to maintain the same in a clean condition, (ii) inspected at regular intervals, and (iii) promptly repaired upon the occurrence of any irregularities or worn portions thereof.

9. All glass, including skylights, plate glass and/or glass enclosed devices, shall be cleaned at intervals sufficient to maintain the same in a clean condition.

10. All surface utility facilities servicing the Common Area, including, but not by way of limitation, hose bibbs, standpipes, sprinklers and domestic water lines, shall be inspected at regular intervals and promptly repaired or replaced, as the occasion may require, upon the occurrence of any defect or malfunctioning.

11. All Common Area amenities, benches, and institutional, directional, traffic and other signs, shall be inspected at regular intervals, maintained in a clean and attractive surface condition and promptly repaired or replaced upon the occurrence of any defects or irregularities thereto.

12. All lamps shall be inspected at regular intervals and all lamps and ballast shall be promptly replaced when no longer properly functioning.

13. The improvements on and to the Common Area shall



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be repaired or replaced with approved materials, apparatus and facilities of quality at least equal to the quality of the materials, apparatus and facilities repaired or replaced.

14. The Common Area shall be illuminated in such areas as the Parties shall determine, at least during such hours of darkness as any of the Stores shall be open for business to the public, and for a reasonable period thereafter, in order to permit safe egress from the Center by Permittees, and shall also be illuminated during such hours of darkness and in such manner as will afford reasonable security for the Stores.

15. All Parties shall use their best efforts to arrange with local police authorities to (i) patrol the Common Area at regular intervals, and (ii) supervise traffic direction at entrances and exits to the Shopping Center Site during such hours and periods as traffic conditions would reasonably require such supervision.

16. The Parties shall use their best efforts to require their respective Permittees to comply with all regulations with respect to the Common Area, including, but not by way of limitation, posted speed limits, directional markings and parking stall markings.

17. With respect to all mechanical and electrical facilities and systems servicing the Enclosed Mall, including, but not by way of limitation, the lighting facilities, vertical transportation facilities, heating, ventilating and cooling systems, and actuated or manually operated doors, Developer shall (i) inspect the same at

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regular intervals, (ii) promptly repair the same upon the occurrence of any failure, defect or malfunctioning, and (iii) as respects said heating, ventilating and cooling systems, maintain the same so as to comply with the performance specifications approved concurrently herewith.

18. The heating, ventilating and cooling systems for the Enclosed Mall shall be operated in accordance with the provisions of the REA and of these Rules and Regulations, at least during the same hours of the same days that the heating, ventilating and cooling system serving the Stores of the Majors shall be operating.

19. All surfaces of the Enclosed Mall which are painted or otherwise finished shall be cleaned at regular intervals, and repainted or otherwise refinished at least once during every five-year period, and the ceiling of the Enclosed Mall shall be regularly cleaned, and painted or repainted, as necessary, giving particular attention to the areas surrounding the diffusers.

20. All of the Common Area shall be maintained free from any obstructions not required. The sale or display of merchandise outside the exterior walls of buildings within the Center, including those within any recessed area, shall be prohibited except in areas specifically designed within the Center for such purposes.

B. FLOOR AREA

1. All Occupants shall have their window displays, exterior signs and exterior advertising displays adequately illuminated continuously during such hours as the Majors

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shall illuminate their window displays, exterior signs or exterior advertising displays.

2. All Floor Area, including vestibules, entrances and returns, doors, fixtures, windows and plate glass shall be maintained in a safe, neat and clean condition.

3. All trash, refuse and waste materials shall be regularly removed from the premises of each Occupant of the Center, and until removal shall be stored (i) in adequate containers, which such containers shall be located so as not to be visible to the general public shopping in the Center, and (ii) so as not to constitute any health or fire hazard or nuisance to any Person.

4. No portion of the Center shall be used for lodging purposes.

5. Neither sidewalks nor walkways shall be used to display, store or replace any merchandise, equipment or devices.

6. No advertising medium shall be utilized which can be heard or experienced outside of the Floor Area, including, without limiting the generality of the foregoing, flashing lights, searchlights, loud speakers, phonographs, radios or television.

7. No use shall be made of the Center or any portion or portions thereof which would (i) violate any law, ordinance or regulation, (ii) constitute a nuisance, (iii) constitute an extrahazardous use, or (iv) violate, suspend or void any policy or policies of insurance on the Stores.

8. Developer shall use its best efforts to require

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Occupants of the Developer Tract to cause all trucks servicing the retail facilities of the Developer Tract to load and unload during those hours when the Center is not open for business to the general public.

9. No advertising medium shall be utilized within the Shopping Center which can be seen or experienced outside of the Floor Area of any Occupant advertising any auction, fire, bankruptcy or going-out-of-business sale.

C. CONDUCT OF PERSONS

The Parties hereby establish the following rules and regulations for the use of roadways, walkways, malls, the Automobile Parking Area, and other common facilities provided for the use of Permittees:

1. No Person shall use any roadway, walkway or mall, except as a means of egress from or ingress to any Floor Area and the Automobile Parking Area within the Center, or adjacent public streets. Such use shall be in an orderly manner, in accordance with the directional or other signs or guides. Roadways shall not be used at a speed in excess of twenty (20) miles per hour and shall not be used for parking or stopping, except for the immediate loading or unloading of passengers. No walkway or mall shall be used for other than pedestrian travel.

2. No Person shall use any Automobile Parking Area except for the parking of motor vehicles. All motor vehicles parked in the Automobile Parking Area shall be parked in an orderly manner within the painted lines defining the individual parking places. During peak periods of business activity in

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the area served by the Automobile Parking Area, limitations may be imposed as to the length of time for parking use consistent with Section D of this Exhibit E. Such limitations may be made in specified areas.

3. No Person shall use any utility area, truck court or other area reserved for use in connection with the conduct of business, except for the specific purpose for which permission to use such area is given.

4. No employee of any Occupant shall use any Automobile Parking Area for motor vehicle parking, except the area or areas specifically designated for employee parking for the particular period of time such use is to be made. No employer shall designate any area for employee parking, except such area or areas as are designated in writing by the Parties.

5. No Person, without the written consent of the Parties, shall in or on any part of the Common Area:

(a) Vend, peddle, or solicit orders for the sale or distribution of any merchandise, device, service, periodical, book, pamphlet or other matter whatsoever.

(b) Exhibit any sign, placard, banner, notice or other written material.

(c) Distribute any circular, booklet, handbill, placard or other material.

(d) Solicit membership in any organization, group or association or solicit contributions for any purpose.

(e) Parade, rally, patrol, picket, demonstrate or engage in any conduct that might tend

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to interfere with or impede the use of any of the Common Area by any Permittee, create a disturbance, attract attention or harass, annoy, disparage or be detrimental to the interest of any Occupant.

(f) Use any Common Area for any purpose when no Occupant within the Center is open for business or employment.

(g) Throw, discard or deposit any paper, glass or extraneous matter of any kind, except in designated receptacles, or create litter or hazards of any kind.

(h) Use any sound-making device of any kind or create or produce in any manner noise or sound that is annoying, unpleasant, or distasteful to Occupants or Permittees.

(i) Deface, damage or demolish any sign, light standard or fixture, landscaping material or other improvement within the Center, or the property of Permittees.

The listing of specific items as being prohibited is not intended to be exclusive, but to indicate in general the manner in which the right to use the Common Area in the Center is limited and controlled by the Parties.

Any Party shall have the right to remove, exclude from, or to restrain (or take legal action to do so) any unauthorized Person from, or from coming upon this Center or any portion thereof, and prohibit, abate and recover damages arising from, any unauthorized act, whether or not

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such act is in express violation of the prohibitions listed above. In so acting such Party shall not be deemed to be the agent of any other Party or Occupant, unless expressly authorized or directed to do so by such Party or Occupant in writing.

D. RULES AND REGULATIONS GOVERNING MOTOR VEHICLE PARKING IN THE PARKING STRUCTURE.

1. Hours of Operation

Hours of Operation of the Parking Structure (as defined in the REA) shall not be less than from 9:00 A.M. to 10:00 P.M. weekdays and Saturdays. The Parking Structure may be open Sunday and at such other hours as the Operator and Parties determine from time to time.

2. Free Parking

Members of the general public shall be permitted, on a nondiscriminatory basis, to park motor vehicles in the Parking Structure free of charge for limited and varied periods of time as determined in accordance herewith.

The duration or time periods for free public parking shall vary between a minimum of one (1) hour and a maximum of three (3) hours.

Within the limitations of these rules and regulations the Operator and the Parties shall establish the duration and interval for free parking in the Parking Structure.

3. City Control

The Agency shall cause the City of Ogden to patrol the Parking Structure and to issue citations for violations of parking

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ordinances to motor vehicle owners for parking beyond the hours permitted for free parking as provided in Paragraph 2 of this Section D in the same manner as the City would patrol and issue citations to persons parking beyond hours permitted for parking on public streets in the immediate vicinity of the Shopping Center.

4. Charges for Parking and Validation System Approved by Agency and Operator

(a) The method of charging for parking and the validation system hereinafter described in this Paragraph 4 is approved by the Agency and the Operator. If the Parties approve the implementation of the provisions of this Paragraph 4 they may do so without further approval or action on the part of the Agency or the Operator; however, if the Parties approve any different charge for parking or a different system of validation than specifically authorized in this Section 4 then the consent and approval of the Agency to make charges or adopt a different validation system shall be obtained by the Parties prior to implementing the same. In any event, a validation system shall only be instituted to the extent permitted by the Parking Lease, and the DDA, and by governmental laws, rules or regulations governing same.

(b) If the Parties agree, charges may be imposed for parking as provided in Subparagraph 4(c). Charges for parking shall only be made with approval of all of the Parties. In the event such charges are to be made, the City of Ogden shall not issue citations for overtime parking during such times as charges are to be made by Operator.



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(c) In the event that a pay parking system is instituted by Operator, with the prior written approval of the Parties, the Operator shall furnish all personnel necessary to operate the pay parking system for the collection of parking charges from persons parking in the Parking Structure (the "Parking System"). The Operator shall also keep all necessary records of collections and expenses in operating the Parking System. Parking revenues collected by Operator from persons parking in the Parking Structure may be used by Operator toward payment of the costs of operating such a Parking System. Any excess of Parking System revenues over Operator's costs of operating the Parking System shall be used by Operator toward the other costs for operation and maintenance of the Parking Structure under Section 5 of the Parking Lease. In the event that the annual revenues from the Parking System exceed Operator's costs of operation and maintenance under Section 5 of the Parking Lease such excess revenues shall be paid by the Operator directly to the Agency every year concurrent with payment of the fourth quarter's payment of Rental to the Agency in each fiscal year under the Parking Lease. Any such excess revenues paid by Operator to Agency shall be deposited by Agency in a special fund to be established by Agency and shall be expended by Agency for those expenses for operation and maintenance which are Agency obligations under the Parking Lease, or shall be paid by Agency to Operator pursuant to Section 6 of the

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Parking Lease as reimbursement for excess cost. Any excess revenues paid by Operator to Agency shall not be transferred to Agency's general fund until termination of the Parking Lease.

(d) Subject to the prior approval of the Parties, and to the extent permitted by the Parking Lease, and the DDA, and by governmental laws, rules and regulations governing same, the Operator may establish a validation system for parking in the Parking Structure. In the event a validation system is established, the Operator shall comply with the following:

(1) The method or methods of validation shall be uniformly applied throughout the Shopping Center.

(2) The Stores using the validation system shall pay Operator at 100% of the posted hourly over-time rate or charges, unless otherwise provided by agreement with Developer that Developer pay all or a portion of a Store's obligation.

5. Control and Regulation

The Operator, with the prior approval of the Parties, may make changes from time to time in the layout and operation of the Parking Structure as respects the location of entrances, exits, ticket machines (if any), parking spaces, and changes in the flow of traffic. The Operator may use various techniques or devices, including without limitation, physical barricades or chains before, during and/or after normal hours of operation of the Parking Structure for the control and regulation of parking.

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After receiving approval from the Parties, the Operator shall consult with the City prior to instituting any changes in entrances, exits, or other changes which would result in changes of traffic flow in the streets adjoining the Parking Structure. Any changes which would adversely affect traffic circulation on such city streets shall require the prior approval of the City prior to instituting such changes.

During such time as the Parking Structure is filled or entrances not usable due to congestion or other reasons, the Operator shall be responsible for posting any required signs or using personnel to direct traffic as may be necessary to provide the most efficient access to the Parking Structure and circulation on adjacent public streets.

The standards for such control and regulation, including signs, changes affecting traffic flow and the plans and specifications therefor, shall all be subject to the prior written approval of the Parties.

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SCOPE OF DEVELOPMENTI. GENERAL

The Site shall be designed and developed as an integrated complex in which the buildings will have architectural excellence, both individually as well as in the context of a total complex.

The open spaces between buildings where they exist shall be designed, landscaped and developed with the same degree of excellence. The total development shall be in acceptable conformity with the Redevelopment Plan. The Agency and Developer will cooperate and direct their consultants, architects, and/or engineers to cooperate so as to ensure the continuity and coordination vitally necessary for the proper and timely completion of the Project. The Agency will endeavor, where possible, and in accordance with sound business practices and public policy, to utilize the same architects and engineers that the Developer is utilizing in the development of the Site.

II. PRIVATE DEVELOPMENTA. Developer Improvements:

Developer shall construct or cause to be constructed on Developer Parcel A a Convenience Center of not less than 56,000 square feet of gross building area, and which may include ancillary buildings and/or uses, in addition to those customarily contained in convenience centers in the State of Utah, such as tire, battery and accessory building, restaurants and financial institutions.

The Developer shall construct or cause to be constructed on Developer Parcel B a regional shopping center of approximately 600,000 square feet of gross building area which may include two (2) or more major department stores ("Major Department Stores"), an air-conditioned mall (the "Enclosed Mall"), commercial stores

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for goods and services ("Mall Stores"), which Mall Stores shall not be deemed to include either the Bon Marche Department Store or the Wallace Woodbury property which is presently occupied by a J. C. Penney Store. The improvements referred to in the next preceding two sentences are collectively referred to hereinafter as the "Developer Improvements."

B. Architecture and Design

The Developer Improvements shall be of high architectural quality, shall be well landscaped, and shall be effectively and esthetically designed. The shape, scale of volume, exterior design, and exterior finish of each building must be consonant with, visually related to, physically related to, and an enhancement to each other and to adjacent buildings within the Project area. The Developer's plans and proposals submitted to the Agency for approval shall describe in reasonable detail the architectural character intended for the Developer Improvements.

C. Landscaping

Landscaping shall embellish all open spaces upon the Developer Parcels (including setback areas) to integrate the Developer Improvements with adjacent sites within the Project area. Landscaping includes such materials as paving, trees, shrubs, and other plant materials, landscape containers, plaza furniture, top soil preparation, automatic irrigation, landscape and pedestrian lighting and water elements.

Landscaping shall carry out the objectives and principles of the Agency's desire to accomplish an esthetically superior environment.

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D. Signs

All signs on the exteriors of the Developer Improvements are of special concern to the Agency and must be approved by the Agency, which approval shall not be unreasonably withheld, and must comply with applicable City ordinances. All signs shall conform to the sign criteria attached to the Agreement as Exhibit No. 1 and made a part hereof.

E. Miscellaneous Site Improvements

Developer shall construct or cause the construction of the following items of on-site improvements within the boundaries of the Developer Parcels (but not any of such items on the Agency Parcel or other property of the Agency or the City):

1. Paving, except as provided in Section VI of this Amended Scope of Development;
2. Walks, curbs, and gutters, including landscaping;  
and,
3. Lighting.

F. Controls and Restrictions - Miscellaneous

Controls and restrictions consistent with this Agreement, including but not limited to minimum size parking spaces, maximum land coverage, minimum and maximum heights of buildings and minimum loading facilities shall be mutually agreed upon by the Agency and the Developer prior to conveyance of title. Agency agrees that Developer's basic concept drawings received to date and the improvements indicated thereon, are consistent with all such contemplated controls and restrictions.

III. PUBLIC DEVELOPMENT, IMPROVEMENTS, FACILITIES, UTILITIES, DEMOLITION, SITE CLEARANCE, AND SITE PREPARATION

The Agency agrees to provide or to cause to be provided

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on or for the Site the following development, improvements, facilities, utilities, demolition, site clearance and site preparation. All public improvements shall be constructed or installed in accordance with the technical specifications, standards and practices of the City and the requirements of REA. The Agency's plans for such public improvements shall be submitted to the Developer for review and approval prior to advertising for bids. All such activities shall be coordinated with Developer's design effort and shall be completed at a time and in a manner consistent with the Developer's design and construction efforts; however, once public improvements are under construction or are completed, any changes required by the Developer shall be at the expense of the Developer. The improvements to be constructed by the Agency or work to be completed by the Agency is as follows:

A. Demolition, Site Clearance, and Site Preparation

1. Demolition, clearing, grubbing and removal of all existing buildings, pavement, walks, curbs, gutters and other improvements in the Site, as well as any subsurface obstructions required to be removed by the Agency pursuant to Section 213 of the Agreement.

2. Remove, and/or relocate, or remove, plus and/or crush in place utilities such as storm sewers, sanitary sewers, water systems, electrical overhead and underground systems, telephone and gas systems, all as may be required by the approved plans and specifications.

3. Rough grading of Developer Parcel B (and Parcel C if Agency elects Alternative B) to a level within one-tenth of one foot plus or minus from the elevation shown on the Developer's

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Agreement and it is therefore necessary that the Developer support said cost assumptions. Developer therefore agrees to submit or cause its general contractor to submit, at such time or times as the Agency shall advertise therefor, or request the Developer, and in accordance with Agency bidding procedures, a firm competitive bid or bids for the construction of the Parking Garage which shall include approximately 3,400 automobile parking spaces, at a total cost to the Agency of not to exceed Six Million One Hundred Forty-Eight Thousand Dollars (\$6,148,000.00). If the design of the Public Parking Garage contains more than 2,800 automobile parking spaces, but not more than 3,105, the guaranteed price shall be \$5,754,000.00. If the design of the Public Parking Garage contains more than 3,105 spaces, the guaranteed price shall be increased at the rate of \$3,750.00 per additional space over 3,105 to a maximum guaranteed price of not to exceed in any event \$6,148,000.00; provided, that in the event the maximum guaranteed price under this Agreement shall exceed \$5,754,000.00, the amount by which such guaranteed price exceeds \$5,754,000.00 (a maximum of \$394,000.00) shall be not due and payable by the Agency to the Developer unless and until funds to make such payment become lawfully available to the Agency, and shall bear no interest until such time as the Agency has available funds to make such payment. The provisions of Amended Attachment No. 2, Section IV B 5 as to determination of how and when funds are available for payment to Developer for excess total occupancy costs shall likewise apply to this obligation of the Agency (not to exceed \$394,000.00) and are incorporated here by reference. The cost of construction referred to above is based on the assumption that (i) construction of the Parking Garage would commence no later than November 1, 1978.

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and (ii) design of the structure includes only the following items:

- (a) Construction would be component or poured-in-place methods;
- (b) Ramping would be provided;
- (c) Adequate lighting would be provided;
- (d) Normal foundations would be provided;
- (e) Minimum exterior structural treatment, such as in existing multi-story parking garages within the City of Ogden, would be provided;
- (f) The efficiency of the structure will be based on a design requiring no more than 375 square feet in area for parking spaces, which figure includes necessary areas for circulation.

3. Design. The Developer shall design the Parking Garage at its sole cost and expense. Such design contemplates the ability to construct in either a poured-in-place or component system.

4. Commencement of Construction After November 1, 1978. In the event the construction of the Parking Garage does not commence on or before November 1, 1978, due to reasons not the responsibility of the Developer, the guaranteed competitive bid which Developer has herein agreed to submit or cause to be submitted shall be increased or decreased based in direct ratio to the monthly changes in the construction price index, published in the Engineering News Record, for the greater Salt Lake area from November 1, 1978, to the actual date of commencement of construction of the Parking Garage, but not to exceed 12% per annum or 1% per month.

5. Changes in Design Drawings of the Parking Garage by Agency. If the Agency makes any changes in the design drawings

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(other than changes requested in writing by Developer), which changes increase the cost of construction of the Parking Garage, the additional cost shall be at the Agency's expense and Developer shall be permitted to increase the amount of the guaranteed bid price which the Developer has agreed to submit by said additional cost. Increases or decreases in the cost of construction due to Agency changes shall be determined by reference to the breakdown of guaranteed bid price to be furnished by Developer, plus escalation as agreed.

6. Architectural and Engineering Fees for Parking Garage.

In the event the Agency selects a contractor other than Ernest W. Hahn, Inc., as the general contractor for the construction of the Parking Garage, the Agency shall forthwith reimburse to Developer the architectural and engineering fees paid by Developer in designing the Parking Garage as provided in Section C-5 above, but in no event shall such fees exceed the sum of \$275,000.00.

D. Common Building Components

1. Certain improvements constructed within Agency or Developer Parcels may be of common benefit to the Developer Improvements and the public improvements, including the Parking Garage. Such improvements may consist of common footings and foundations, construction slabs, party walls and irrigation systems. In such event, the benefited parties (i.e., the Developer and Agency, the Developer and City, the City and Agency) shall divide the cost of the design and construction of such common building components in proportion to the benefit each receives from same.

IV. IMPLEMENTATION OF ALTERNATIVE "B"

In the event the Agency elects to proceed with the Parking

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Garage under Alternative "B" (as set out more fully in Amended Attachment No. 2, Section VI), its obligations to build the Parking Garage under Section III (C) of this Attachment will expire, and Developer will assume the entire obligation to build, finance and maintain the Parking Garage in accordance with design, construction, space and other requirements as contained in this Agreement, free of any obligation of Agency to pay Developer therefor. Agency, in such event, will nevertheless be required to perform its obligations set out under Section III (A) and (B).

V. EASEMENTS

The Agency and the Developer shall grant and permit all necessary and appropriate easements and rights for the development of each Parcel, including but not limited to easements and rights of vehicular access, pedestrian access, parking, all utility services, structural support and ventilation. Such easements shall be set forth in the REA as agreed to between the Agency and the Developer and shall include easements in the Parking Garage, in favor of Developer and the Major Department Stores, for non-exclusive parking rights for the public patronizing the Developer Improvements.

VI. MISCELLANEOUS

A. Survey. The Agency agrees to furnish Developer and Escrow Agent not later than thirty (30) days prior to close of escrow of each Parcel and at Agency's expense, a topographic boundary survey of such Parcel prepared by a licensed surveyor, which survey shall be subject to Developer's approval, which shall not be unreasonably withheld.

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B. Parcel Map or Subdivision Map. The Agency shall prepare or cause to be prepared a parcel map or subdivision map with respect to the parcelization or subdivision of the Agency and Developer Parcels. The Agency shall include on such maps the divisions of Developer Parcel B as contemplated by the REA, provided that the Developer furnishes all the descriptions required to be so included. Such parcel map or subdivision map shall be subject to Developer's approval, which shall not be unreasonably withheld.

C. Utility Lines. The Agency shall provide utility stubs at the edge of the public right-of-way in reasonable locations as required by the Developer. The Agency's obligation to provide such utility stubs shall be limited to not more than ten (10) for each type of service.

D. Plans for Public Improvements. All public improvements shall be constructed or installed in accordance with the technical specifications, standards and practices of the City. The Agency's plans for such public improvements shall be submitted to the Developer for review and approval prior to advertising for bids. All such activities shall be coordinated with Developer's design effort and shall be completed at a time and in a manner consistent with the Developer's design and construction efforts; however, once public improvements are under construction or are completed, any changes required by the Developer shall be at the expense of the Developer.

E. Streets, Alleys and Public Rights-of-Way. The Agency shall be responsible for the construction, resurfacing, widening

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or rebuilding, as required by the City or the Agency, of all existing streets, alleys or public right-of-way (including catch basins, curbs, gutters, sidewalks, curb cuts and driveway approaches within the public rights-of-way) abutting on the Site in such a manner as to provide for the Site reasonably adequate pedestrian and vehicular access to public sidewalks, streets and public rights-of-way now established consistent with the use of the Site as set forth in the Amended Scope of Development, mutually approved improvement plans and the REA. The Agency's plan for such street improvements shall be submitted to the Developer for review and approval prior to advertising for bids. All such activities shall be coordinated with Developer's design effort and shall be completed at a time and in a manner consistent with the Developer's design and construction efforts, however, once public improvements are under construction or are completed, any changes required by the Developer shall be at the expense of the Developer.

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SCHEDULE OF PERFORMANCEI. GENERAL PROVISIONS

- |     |  |  |
|-----|--|--|
| 1.  | <u>Basic Concept Drawings.</u> Developer shall prepare and submit to the Agency Basic Concept Drawings for the Site.   | Completed.   |
| 2.  | <u>Execution of Agreement.</u> Agreement authorized, executed and delivered to Developer by Agency.  | Completed.   |
| 3.  | <u>Approval-- Basic Concept Drawings.</u> The Agency shall approve or disapprove the Basic Concept Drawings.   | Completed.   |
| 4.  | <u>Developer's Deposit.</u> Developer shall deliver to the Agency the Developer's Promissory Note for \$500,000.   | On execution of Implementation Agreement, but not later than October 28, 1977. |
| 5.  | <u>Adoption of Redevelopment Plan.</u> City will adopt the Redevelopment Plan.   | Completed.   |
| 6.  | <u>Completion of Soil Tests.</u> Developer shall complete preliminary soil tests.  | Completed.   |
| 7.  | <u>Major Department Stores.</u> Developer shall submit to the Agency evidence that Developer has obtained the Commitments for three Major Department Stores for the Retail Center.                 | Completed.   |
| 8.  | <u>Zoning, Clean Air Requirements, Etc.</u> Zoning Permits and approvals required under the Clean Air Requirements and other matters referred to in Sections 211 and 212 shall have been obtained. | October 31, 1977   |
| 9.  | <u>Financing Commitments.</u> Developer shall submit to the Agency evidence of financing commitments sufficient to finance the construction of improvements.                                       | Completed.   |
| 10. | <u>Election of Alternative A or B.</u> Agency shall notify Developer of its election to proceed under Alternative A or Alternative B.  | December 31, 1977.   |
| 11. | <u>Parcel Map or Subdivision Map.</u> Agency shall prepare and submit to Developer for approval a parcel map or subdivision map as provided in the Scope of Development.                           | On or before the conveyance by Agency to Developer of Developer parcels.       |

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12. Submission--Reciprocal Easement Agreement. Developer shall submit to Agency the Reciprocal Easement Agreement executed by Developer and the Major Department Stores as provided in Section 702. By May 1, 1978.
13. Execution of Reciprocal Easement Agreement. Agency shall execute REA if consistent with this Agreement and Developer's plans. By June 1, 1978,
14. Financing Proposal. Agency shall submit to the Developer the Financing Proposal referred to in the Method of Financing. Completed.

## II. PROPERTY ACQUISITION, RELOCATION AND SITE CLEARANCE

1. Acquisition Parcel A. Agency shall completely acquire Acquisition Parcel A, relocate the occupants, relocate utilities and complete demolition and site clearance work on the entire Parcel. By April 1, 1978.
2. Acquisition Parcel B. Agency shall completely acquire Acquisition Parcel B, relocate the occupants, relocate utilities and complete demolition and site clearance work on the entire Parcel. By July 1, 1978 (Alt. B)  
By Oct. 31, 1978 (Alt. A)
3. Acquisition Parcel C. Agency shall completely acquire Acquisition Parcel C, relocate the occupants and complete demolition and site clearance work on the entire Parcel. By July 1, 1978 (Alt. B)  
By October 31, 1978 (Alt. A)

## III. CONVEYANCE AND CONSTRUCTION - DEVELOPER PARCELS

### A. DEVELOPER PARCEL A

1. Submission--Preliminary Construction Drawings and Landscaping Plan. Developer shall prepare and submit to Agency Preliminary Construction Drawings and Landscaping Plan. February 1, 1978
2. Approval--Preliminary Drawings and Landscaping Plan. Agency shall approve or disapprove the Preliminary Construction Drawings and Landscaping Plan. Within 30 days after receipt by Agency.

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3. Submission--Final Construction Drawings and Landscaping Plan. Developer shall prepare and submit to the Agency Final Construction Drawings and a Final Landscaping and Finish Grading Plan.  
 NOTE: These drawings will be submitted in normal increments as they are completed.

Within 90 days after approval of Preliminary Construction Drawings.
4. Approval--Final Drawings and Plans. The Agency shall approve or disapprove the Final Construction Drawings and the Landscaping and Finish Grading Plan. NOTE: These drawings will be approved in increments as they are submitted.

Within 30 days after receipt by Agency.
5. Opening of Escrow. Agency shall open the escrow.

When Agency desires or within five (5) days after receipt to do so by Developer, but not later than March 1, 1978.
6. Conveyance of Title. Agency shall convey title to Parcel A to Developer and Developer shall accept conveyance of Developer Parcel A.

By April 1, 1978
7. Commencement of Construction. Developer shall commence construction of the improvements.

No later than July 1, 1978.
8. Public Improvements. Agency shall commence construction of Public Improvements.

On a schedule which will coordinate with Agency's obligations to convey title to the Developer and with the construction schedule for Developer's Improvements.
9. Completion of Construction. Developer shall complete the construction of its improvements and Agency shall complete construction of Public Improvements.

Within twelve (12) months after commencement of construction by Developer.



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B. DEVELOPER PARCEL B. (ALTERNATIVE "A")

1. Submission--Preliminary Construction Drawings and Landscaping Plan. Developer shall prepare and submit to Agency Preliminary Construction Drawings and Landscaping Plan. March 1, 1978.
  
2. Approval--Preliminary Drawings and Landscaping Plan. Agency shall approve or disapprove the Preliminary Construction Drawings and Landscaping Plan. Within thirty (30) days by Agency.
  
3. Submission--Final Construction Drawings and Landscaping Plan. Developer shall prepare and submit to the Agency Final Construction Drawings and a Final Landscaping and Finish Grading Plan. Within 120 days after approval of Preliminary Construction Drawings.  
 NOTE: These drawings will be submitted in normal increments as they are completed.
  
4. Approval--Final Drawings and Plans. The Agency shall approve or disapprove the Final Construction Drawings and the Landscaping and Finish Grading Plan. Within 30 days after receipt by Agency.  
 NOTE: These drawings will be approved in increments as they are submitted.
  
5. Opening of Escrow. Agency shall open the escrow When Agency desires or within five (5) days after receipt of request to do so by Developer, but not later than by October 1, 1978.
  
6. Conveyance of Title. Agency shall convey title to Parcel B to Developer and Developer shall accept conveyance of Parcel B. By October 31, 1978.
  
7. Commencement of Construction. Developer shall commence construction of the improvements. Within 30 days after conveyance of title but Developer shall not be required to commence construction sooner than September 1, 1978.
  
8. Public Improvements. Agency shall commence construction of Public Improvements. On a schedule which will coordinate with the construction schedule for Developer's improvements.

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9. Completion of Construction. Developer shall complete the construction of its improvements and Agency shall complete construction of Public Improvements.

Within twenty (20) months after commencement of construction by Developer but not prior to March 1, 1980.

C. DEVELOPER PARCEL B (ALTERNATIVE "B")

1. Submission--Preliminary Construction Drawings and Landscaping Plan. Developer shall prepare and submit to Agency Preliminary Construction Drawings and Landscaping Plan.

March 1, 1978.

2. Approval--Preliminary Drawings and Landscaping Plan. Agency shall approve or disapprove the Preliminary Construction Drawings and Landscaping Plan.

Within 30 days after

3. Submission--Final Construction Drawings and Landscaping Plan. Developer shall prepare and submit to the Agency Final Construction Drawings and a Final Landscaping and Finish Grading Plan.

Within 120 days after approval of Preliminary Construction Drawings.

NOTE: These drawings will be submitted in normal increments as they are completed.

4. Approval--Final Drawings and Plans. The Agency shall approve or disapprove the Final Construction Drawings and the Landscaping and Finish Grading Plan. NOTE: These drawings will be approved in increments as they are submitted.

Within 30 days after receipt by Agency.

5. Opening of Escrow. Agency shall open the escrow.

By May 1, 1978.

6. Conveyance of Title. Agency shall convey title to Parcel B to Developer and Developer shall accept conveyance of Parcel B.

By June 1, 1978.

7. Commencement of Construction. Developer shall commence construction of the improvements.

Within 30 days after conveyance of title but Developer shall not be required to commence construction sooner than September 1, 1978.

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8. Public Improvements. Agency shall commence construction of Public Improvements.

On a schedule which will coordinate with the construction schedule for Developer's improvements.

9. Completion of Construction. Developer shall complete the construction of its improvements and Agency shall complete construction of Public Improvements.

Within 21 months after commencement of construction by Developer.

D. AGENCY PARCEL C-ALTERNATIVE "B"

1. Submission-Preliminary Construction Drawings and Landscaping Plan. Developer shall prepare and submit to Agency Preliminary Construction Drawings and Landscaping Plan.

March 1, 1978.

2. Approval--Preliminary Drawings and Landscaping Plan. Agency shall approve or disapprove the Preliminary Construction Drawings and Landscaping Plan.

Within 30 days after receipt by Agency

3. Submission--Final Construction Drawings and Landscaping Plan. Developer shall prepare and submit to the Agency Final Construction Drawings and a Final Landscaping and Finish Grading Plan.

Within 120 days after approval of Preliminary Construction Drawings.

NOTE: These drawings will be submitted in normal increments as they are completed.

4. Approval--Final Drawings and Plans. The Agency shall approve or disapprove the Final Construction Drawings and the Landscaping and Finish Grading Plan. NOTE: These drawings will be approved in increments as they are submitted.

Within 30 days after receipt by Agency.

5. Opening of Escrow. Agency shall open the escrow.

By May 1, 1978.

6. Conveyance of Title. Agency shall convey title to Parcel 3 to Developer and Developer shall accept conveyance of Parcel B.

By June 1, 1978.

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- 7. Commencement of Construction. Developer shall commence construction of the improvements. Within 30 days after conveyance of title, but Developer shall not be required to commence construction sooner than Sept. 1, 1978.
- 8. Completion of Construction. Developer shall complete the construction of its improvements and Agency shall complete construction of Public Improvements. Within 20 months after commencement of construction by Developer.

IV. CONSTRUCTION - AGENCY PARCEL (ALTERNATIVE "A")

- 1. Submission--Preliminary Construction Drawings and Landscaping Plan. Developer shall prepare and submit to Agency Preliminary Construction Drawings and Landscaping Plan. March 1, 1978.
- 2. Approval--Preliminary Drawings and Landscaping Plan. Agency shall approve or disapprove the Preliminary Construction Drawings and Landscaping Plan. Within 30 days after receipt by Agency.
- 3. Submission--Final Construction Drawings and Landscaping Plan. Developer shall prepare and submit to the Agency Final Construction Drawings and a Final Landscaping and Finish Grading Plan. Within 120 days after approval of Preliminary Construction Drawings.  
NOTE: These drawings will be submitted in normal increments as they are completed.
- 4. Approval--Final Drawings and Plans. The Agency shall approve or disapprove the Final Construction Drawings and the Landscaping and Finish Grading Plan. Within 30 days after receipt by Agency.
- 5. Commencement of Construction. Agency shall commence or cause to be commenced construction of the improvements. November 1, 1978.
- 6. Completion of Construction. Agency shall complete or cause to be completed the construction of its improvements and Agency shall complete construction of Public Improvements. Within 20 months after commencement of construction, but not prior to March 1, 1980.