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8/11/91

JON FRESTON  
WEBER COUNTY RECORDER \$85.50  
DEPUTY *Julie Saw*  
JAN 26 1 24 PM '82

FILED AND RECORDED FOR  
*Western States Title*

PLAYED  VERIFIED   
ENTERED  MICROFILMED

WHEN RECORDED, RETURN TO:

Michael E. Gleason, Esq.  
COLLINS, GLEASON & KINNEY  
1150 Union Bank Tower  
21515 Hawthorne Boulevard  
Torrance, California 90503

AMENDMENT NO. 1 TO  
CONSTRUCTION, OPERATION AND  
RECIPROCAL EASEMENT AGREEMENT  
(Ogden, Utah)

THIS AMENDMENT NO. 1 TO CONSTRUCTION, OPERATION AND RECIPROCAL EASEMENT AGREEMENT is made and entered into as of the 15th day of January, 1982, ~~XXXX~~ 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, Developer, Woodbury, Penney, Weinstocks, Bon Marche, Bon Marche Landlord, Nordstrom and the Agency have entered into a

*All is entry  
no. is  
correct  
attached*

WESTERN STATES TITLE CO.  
58530

Construction, Operation and Reciprocal Easement Agreement dated as of September 23, 1980, and recorded October 28, 1980, in Book 1369, Page 964 in the Official Records of the Recorder of Weber County, Utah ("REA"); and

WHEREAS, Developer, Woodbury, Penney, Weinstocks, Bon Marche, Bon Marche Landlord, Nordstrom and the Agency desire to amend and modify the REA;

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

1. Section I-S, appearing on Page 22, is hereby amended, by deleting the number "3500" appearing in the third line thereof, and by substituting in its place the number "3376".

2. Section II-A appearing on Pages 35 and 36 is hereby amended by deleting the word "Party" appearing in the fifteenth line on page 36, and by substituting therefore the word "Person".

3. Section II-B (3), appearing on Page 38 is hereby amended by inserting the words ", Penney Landlord, or Bon Marche Landlord, as the case may be" after the word "Party" appearing in the fourth line.

4. Section II-M appearing on Pages 51 and 52 is hereby amended by adding the following language at the end thereof "The easements granted in this Section II-M shall terminate on the later to occur of (i) the Termination Date or (ii) the date on which both the improvements on the Developer Tract and the improvements on the Woodbury Tract shall cease to be in existence."

5. Section IX-A appearing on Page 103 is hereby amended by inserting the words ", Bon Marche Landlord" after the words "Bon Marche" in the first line of the second paragraph thereof.

6. Section X-G appearing on Page 122, is hereby amended by adding the words "or Bon Marche Landlord" after the words "or Penney Landlord" in the third line thereof.

7. Section XX-E appearing on Pages 186 to 188 is hereby amended by deleting the word "Major" appearing in the fourth line of Subparagraph 6 on Page 187, and by substituting therefore the words "other Party".

8. The provisions of this Amendment No. 1 to Construction, Operation and Reciprocal Easement Agreement shall be binding upon and inure to the benefit of the parties hereto, the Parties under the REA, the other signatories to the REA and their respective successors and assigns. This Amendment No. 1 to Construction, Operation and Reciprocal Easement Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties, Bon Marche Landlord and the Agency have executed this Amendment No. 1 to Construction, Operation and Reciprocal Easement Agreement as of the day and year first above written.

OGDEN CITY MALL COMPANY,  
a limited partnership

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

By

By

Assistant Secretary

"Developer"

OGDEN CITY MALL COMPANY,  
a limited partnership

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

By

By

Assistant Secretary

"Penney Landlord"

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

By [Signature]  
Vice President

Attest: [Signature]  
Assistant Secretary



"Penney"

DOWNTOWN PROPERTIES, INC.,  
a Utah corporation

By \_\_\_\_\_

By \_\_\_\_\_

"Woodbury"

WOODBURY CORPORATION,  
a Utah corporation

By \_\_\_\_\_

By \_\_\_\_\_

CARTER HAWLEY HALE STORES, INC.,  
a California corporation

By \_\_\_\_\_

By \_\_\_\_\_

"Weinstocks"

ALLIED STORES CORPORATION,  
a Delaware corporation

By \_\_\_\_\_

By \_\_\_\_\_

"Bon Marche"

NORDSTROM, INC.,  
a Washington corporation

By \_\_\_\_\_

By \_\_\_\_\_

"Nordstrom"

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

By \_\_\_\_\_

Attest: \_\_\_\_\_

"Penney"

DOWNTOWN PROPERTIES, INC.,  
a Utah corporation

By John Woodbury

By Paul Woodbury  
SECY - TREAS

"Woodbury"

WOODBURY CORPORATION,  
a Utah corporation

By W. Richard Woodbury  
PRESIDENT

By \_\_\_\_\_

CARTER HAWLEY HALE STORES, INC.,  
a California corporation

By \_\_\_\_\_

By \_\_\_\_\_

"Weinstocks"

ALLIED STORES CORPORATION,  
a Delaware corporation

By \_\_\_\_\_

By \_\_\_\_\_

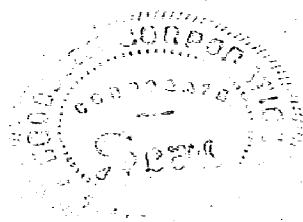
"Bon Marche"

NORDSTROM, INC.,  
a Washington corporation

By \_\_\_\_\_

By \_\_\_\_\_

"Nordstrom"



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

By \_\_\_\_\_

Attest: \_\_\_\_\_

"Penney"

DOWNTOWN PROPERTIES, INC.,  
a Utah corporation

By \_\_\_\_\_

By \_\_\_\_\_

"Woodbury"

WOODBURY CORPORATION,  
a Utah corporaton

By \_\_\_\_\_

By \_\_\_\_\_

CARTER HAWLEY HALE STORES, INC.,  
a California corporation

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

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

VICE PRESIDENT  
ASS'T SECRETARY

"Weinstocks"

ALLIED STORES CORPORATION,  
a Delaware corporation

By \_\_\_\_\_

By \_\_\_\_\_

"Bon Marche"

NORDSTROM, INC.,  
a Washington corporation

By \_\_\_\_\_

By \_\_\_\_\_

"Nordstrom"

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

By \_\_\_\_\_

Attest: \_\_\_\_\_

"Penney"

DOWNTOWN PROPERTIES, INC.,  
a Utah corporation

By \_\_\_\_\_

By \_\_\_\_\_

"Woodbury"

WOODBURY CORPORATION,  
a Utah corporation

By \_\_\_\_\_

By \_\_\_\_\_

CARTER HAWLEY HALE STORES, INC.,  
a California corporation

By \_\_\_\_\_

By \_\_\_\_\_

"Weinstocks"

ALLIED STORES CORPORATION,  
a Delaware corporation

By \_\_\_\_\_

By \_\_\_\_\_

"Bon Marche"

NORDSTROM, INC.,  
a Washington corporation

By \_\_\_\_\_

By \_\_\_\_\_

"Nordstrom"

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

By \_\_\_\_\_

Attest: \_\_\_\_\_

"Penney"

DOWNTOWN PROPERTIES, INC.,  
a Utah corporation

By \_\_\_\_\_

By \_\_\_\_\_

"Woodbury"

WOODBURY CORPORATION,  
a Utah corporaton

By \_\_\_\_\_

By \_\_\_\_\_

CARTER HAWLEY HALE STORES, INC.,  
a California corporation

By \_\_\_\_\_

By \_\_\_\_\_

"Weinstocks"

ALLIED STORES CORPORATION,  
a Delaware corporation

By \_\_\_\_\_

By \_\_\_\_\_

"Bon Marche"

NORDSTROM, INC.,  
a Washington corporation

By Aune J. Nordstrom

By Karen E. Pappas

"Nordstrom"



682A  
8/11/81

BOOK 1396 PAGE 1266

ALSTORES REALTY CORPORATION,  
a Delaware corporation

BY \_\_\_\_\_

BY \_\_\_\_\_

"Bon Marche Landlord"

THE OGDEN NEIGHBORHOOD DEVELOPMENT  
AGENCY,  
a public body

By \_\_\_\_\_

By \_\_\_\_\_

"Agency"

682A  
8/11/81

BOOK 1396 PAGE 1267

ALSTORES REALTY CORPORATION,  
a Delaware corporation

By \_\_\_\_\_

By \_\_\_\_\_

"Bon Marche Landlord"

THE OGDEN NEIGHBORHOOD DEVELOPMENT  
AGENCY,  
a public body

By  \_\_\_\_\_

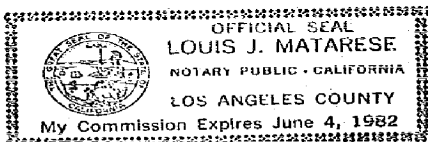
By \_\_\_\_\_

"Agency"

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

On October 5, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Stephen J. Berini known to me to be the Vice President, and James D. Krumrey known to me to be the Asst Secretary of ERNEST W. HAHN, INC., General Partner of OGDEN CITY MALL COMPANY, 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.

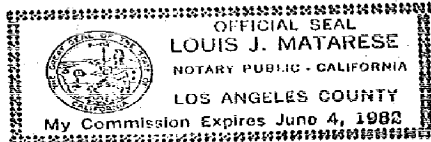


Louis J. Matarese  
Notary Public  
Louis J. Matarese

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

On October 5, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Stephen J. Berini, known to me to be the Vice President, and James D. Krumrey, known to me to be the Asst Secretary of ERNEST W. HAHN, INC., General Partner of OGDEN CITY MALL COMPANY, 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.



Louis J. Matarese  
Notary Public  
Louis J. Matarese

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

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ President of J. C. PENNEY COMPANY, INC., the corporation that executed the within instrument, known to me to be the person 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.

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

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

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ President, and \_\_\_\_\_, known to me to be the \_\_\_\_\_ Secretary of ERNEST W. HAHN, INC., General Partner of OGDEN CITY MALL COMPANY, 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

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

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ President, and \_\_\_\_\_, known to me to be the \_\_\_\_\_ Secretary of ERNEST W. HAHN, INC., General Partner of OGDEN CITY MALL COMPANY, 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.

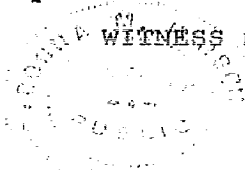
WITNESS my hand and official seal.

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

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

On October 29, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared A. H. AMON, JR., known to me to be the Vice President of J. C. PENNEY COMPANY, INC., the corporation that executed the within instrument, known to me to be the person 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.



Donna M. Hirsch  
Notary Public

DONNA M. HIRSCH  
NOTARY PUBLIC, State of New York  
No. 41-4525718  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires March 30, 1982

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

On 10/17/81 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 FRANK R. D'ELIA, known to me to be the 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.

Anna Jean Cohn  
Notary Public  
ANNA JEAN COHN  
Notary Public, State of New York  
No. 415491033  
Qualified in Queens County  
Certificate filed in New York County  
Commission Expires March 30, 1982

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

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, known to me to be the \_\_\_\_\_ President, and \_\_\_\_\_, known to me to be the \_\_\_\_\_ Secretary of CARTER HAWLEY HALE STORES, INC., the corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.

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

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

On \_\_\_\_\_ 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 FRANK R. D'ELIA, known to me to be the 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.

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

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) SS.

On October 6, 1981 before me, the undersigned, a Notary Public in and for said State, personally appeared E.J. Caldecott, known to me to be the Vice President, and R. J. Gilmartin, known to me to be the Ass't 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.



*Leticia Minda Alegria*  
\_\_\_\_\_  
Notary Public

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

On 10/7/81 before me, the undersigned,  
a Notary Public in and for said State, personally appeared  
FRANK J. ZAMBONI, known to me to be the Senior Vice Presi-  
dent, and FRANK R. D'ELIA, known to me to be the 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.

*Anna Jean Cohn*  
Notary Public  
ANNA JEAN COHN  
Notary Public, State of New York  
No. 41-5491055  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires March 30, 1982

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

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

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

682A  
8/28/81

BOOK 1396 PAGE 1273

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

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared FRANK J. ZAMBONI, known to me to be the Senior Vice President, and FRANK R. D'ELIA, known to me to be the 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.

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

STATE OF Washington                )  
  ) SS.  
COUNTY OF King                    )

On October 19 1981 before me, the undersigned, a Notary Public in and for said State, personally appeared James E. Nordstrom, known to me to be the \_\_\_\_\_ President, and Karen F. Pumper, 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.

William F. Lawrence  
Notary Public





682A  
8/11/81

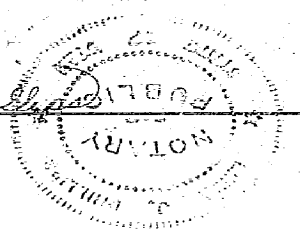
BOOK 1356 PAGE 1274

STATE OF UTAH )  
 ) SS.  
COUNTY OF WEBER )

On October 22, 1981 before me, the undersigned, a Notary Public in and for said State, personally appeared P. Heber, Clerk, 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 person who executed the within instrument on behalf of the public body therein named, 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.

James J. Phillips  
Notary Public



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

On \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public residing at

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

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

\_\_\_\_\_  
Notary Public residing at

STATE OF UTAH )  
 ) SS.  
COUNTY OF WEBER )

On \_\_\_\_\_ before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, 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 person who executed the within instrument on behalf of the public body therein named, 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.

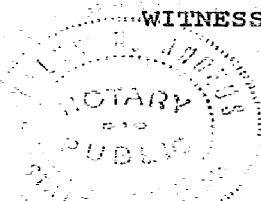
WITNESS my hand and official seal.

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

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

On October 6, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared W. RICHARDS 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.

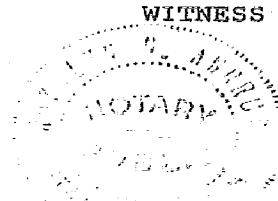


*[Signature]*  
\_\_\_\_\_  
Notary Public residing at  
Salt Lake County, Utah

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

On October 6, 1981, before me, the undersigned, a Notary Public in and for said State, personally appeared F. ORIN WOODBURY, known to me to be the ~~Vice~~ President and ORIN R. WOODBURY, known to me to be the Secretary of DOWN-TOWN 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.



*[Signature]*  
\_\_\_\_\_  
Notary Public residing at  
Salt Lake County, Utah

APPROVAL AND AGREEMENT OF ALSTORES REALTY CORPORATION

The undersigned, ALSTORES REALTY CORPORATION, a Delaware corporation ("Bon Marche Landlord") in consideration of the execution of the foregoing Amendment No. 1 to Construction, Operation and Reciprocal Easement Agreement by the Majors, Penney Landlord, the Agency and Woodbury, agrees as follows:

1. 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, as hereby amended; and
2. That certain Subordination, Joinder and Agreement executed by the undersigned as of September 23, 1980 shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written for the Amendment No. 1 to Construction, Operation and Reciprocal Easement Agreement.

ALSTORES REALTY CORPORATION,  
a Delaware corporation

By \_\_\_\_\_

By \_\_\_\_\_

Bon Marche Landlord

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF NEW YORK )

On 10/7/81, before me, the undersigned, a Notary Public in and for said County and State, personally appeared FRANK J. ZAMBONI, known to me to be the Senior Vice President, and FRANK R. D'ELIA, known to me to be the 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.

*Anna Jean Cohn*  
\_\_\_\_\_  
Notary Public  
ANNA JEAN COHN  
Notary Public, State of New York  
No. 41-5491053  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires March 20, 1982

APPROVAL AND AGREEMENT OF PENNEY LANDLORD

The undersigned, OGDEN CITY MALL COMPANY, a limited partnership (as the "Developer" and/or "Penney Landlord") in consideration of the execution of the foregoing Amendment No. 1 to Construction, Operation and Reciprocal Easement Agreement by the Majors, Bon Marche Landlord, the Agency and Woodbury, agrees as follows:

1. 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, as hereby amended; and

2. That certain Subordination, Joinder and Agreement executed by the undersigned as of September 23, 1980 shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written for the Amendment No. 1 to Construction, Operation and Reciprocal Easement Agreement.

OGDEN CITY MALL COMPANY,  
a limited partnership

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

BY

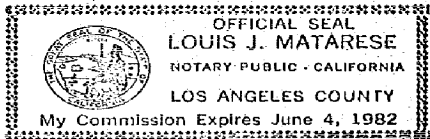
BY

Assistant Secretary Penney Landlord

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES ) ss.

On October 5, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Stephen J. Berens, known to me to be the Vice President and James H. Kennedy, known to me to be the Asst. Secretary of ERNEST W. HAHN, INC., the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, 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.



*Louis J. Matarese*  
Notary Public  
*Louis J. Matarese*

682D  
9/14/81

BOOK 1396 PAGE 1280

CONSENT

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 Amendment No. 1 to Construction, Operation and Reciprocal Easement Agreement being dated concurrently herewith ("Amendment").

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this 24th day of September, 1981.

THE EQUITABLE LIFE ASSURANCE  
SOCIETY OF THE UNITED STATES

By

Daniel C. Gardner *c. Gardner*  
Daniel C. Gardner,  
Assistant Vice President

Equitable's No. K-33

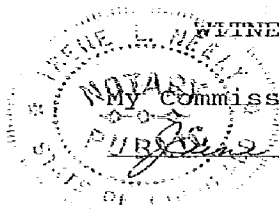
682D  
9/14/81

BOOK 1396 PAGE 1281

STATE OF COLORADO                                        )  
  ) ss.  
COUNTY OF DENVER                                        )

On 9-24-81, before me, the undersigned, a Notary Public in and for said County and State, personally appeared DANIEL C. GARDNER, known to me to be the Assistant Vice President of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, the corporation that executed the within instrument and known to me to be the person 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.



My Commission Expires: 7, 1983

Imae L. Neely  
Notary Public  
Residing at: Denver, Colorado



CONSENT AND APPROVAL AGREEMENT OF  
OGTER ASSOCIATES LIMITED PARTNERSHIP

The undersigned, a partner of Chader Associates, the general partner of Ogter Associates Limited Partnership, a Connecticut limited partnership ("Ogter"), as owner of the fee estate in and to the Weinstocks Tract and as lessor under a lease with Carter Hawley Hale Stores, Inc., recorded on September 25, 1980 as Entry No. 820604, in Book 1367 at Page 121 of the Official Records of Weber County, State of Utah, hereby consents to and approves the provisions of the foregoing amendment to the Construction, Operation and Reciprocal Easement Agreement ("REA") under the terms set forth below.

Ogter agrees that its fee estate in and to the Weinstocks Tract and the improvements located thereon are subordinate and subject to the terms and provisions of the REA, as so amended, as if the provisions of such amendment were originally set out in the REA, provided that such consent is conditioned upon the the same provisions and conditions set forth in that certain Subordination, Consent and Approval, dated September 24, 1980 and executed by Ogter in connection with the REA, the terms of which are incorporated herein by reference.

IN WITNESS WHEREOF, this Consent and Approval Agreement has been executed as of the day and year first above written for Amendment No. 1 to Construction, Operation and Reciprocal Easement Agreement.

OGTER ASSOCIATES LIMITED  
PARTNERSHIP

By Chader Associates, General  
Partner

By:  \_\_\_\_\_

A Partner

STATE OF NEW YORK )  
                          ) ss.  
COUNTY OF NEW YORK )

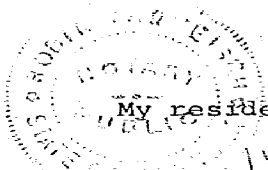
On the 20<sup>th</sup> day of November, A.D. 1981 personally appeared before me, Richard Ader who, being by me duly sworn, did say that he is a Partner of Chader Associates and that said instrument was signed on behalf of said partnership, said partnership being General Partner of Ogter Associates Limited Partnership, the limited partnership that executed said instrument and said Richard Ader acknowledged to me that said partnership and that said limited partnership executed the same.

My commission expires:

Robin Yarmisch  
Notary Public

(Seal)

ROBIN YARMEISCH  
Notary Public, State of New York  
No. 471778  
Qualified in Nassau County  
Certified in \_\_\_\_\_ County  
Commission Expires March 20, 1982



My residence is:

1450 2<sup>nd</sup> Ave  
NY NY 10024

CONSENT

The undersigned, MELLON BANK, a National Banking Association, and N. R. SMITH, an individual, as Trustees under that certain Indenture of Mortgage and Deed of Trust ("Indenture") executed by Western States Title Company, as Co-Trustee, and by Ogter Associates Limited Partnership, a Connecticut limited partnership, as Grantor, recorded on October 30, 1980 in Book 1370 at Page 1, as Entry No. 823282 of the Official Records of Weber County, State of Utah, HEREBY CONSENTS to the execution by Ogter Associates Limited Partnership of the foregoing Approval and Agreement with respect to that certain Amendment No. 1 to Construction, Operation and Reciprocal Easement Agreement being dated and recorded concurrently herewith as Entry No. 850968; and the undersigned further agrees that the Indenture shall, in all respects, be SUBJECT AND SUBORDINATE to said Amendment No. 1 to the Construction, Operation, and Reciprocal Easement Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Consent as of this 27th day of October, 1981.

MELLON BANK, N.A.

By: [Signature]

Vice President

ATTEST: [Signature]

By: [Signature]

Assistant Secretary

N. R. SMITH

[Signature]

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) ss.

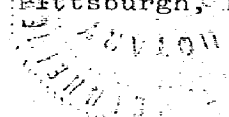
On October 27, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared N. R. Smith, known to me to be the Vice President and W. M. McNamee, known to me to be the Assistant Secretary of MELLON BANK, N.A., the corporation that executed the within instrument and known to me to be the person 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.

My Commission Expires:

MARY T. WEINHEIMER, Notary Public  
Pittsburgh, Allegheny County, PA  
My Commission Expires January 2, 1982

Mary T. Weinheimer  
Notary Public  
Residing at: 1394 Cardinal Drive  
Pittsburgh, PA 15243



COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) ss.

On October 27, 1981, before me, the undersigned, a Notary Public in and for said County and State, personally appeared N. R. SMITH, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

My Commission Expires:

MARY T. WEINHEIMER, Notary Public  
Pittsburgh, Allegheny County, PA  
My Commission Expires January 2, 1982

Mary T. Weinheimer  
Notary Public  
Residing at: 1394 Cardinal Drive  
Pittsburgh, PA 15243

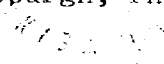


EXHIBIT A

PART 1

SHOPPING CENTER SITE

01-033-0001\*, 0005\*, 0049\* 01-028-0001\*, 0002\*, 0066\*  
A part of Block 32, all of Block 39, and the vacated portions of 23rd 0068\*  
0069\*

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

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

ALSO:

01-032-0001\*

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

Total Acreage = 23.169 Acres

EXHIBIT A  
PART 2  
DEVELOPER TRACT

01-028-0066 + 01-033-0049 ✕  
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°02' West along the Centerline of 22nd Street, and South 0°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°58' West 349.13 feet along the West line of Washington Blvd; thence North 89°09'56" West 200.37 feet; thence South 0°49'58" West 8.87 feet; thence South 89°10'02" East 6.15 feet; thence South 0°49'58" West 45.24 feet; thence North 89°10'02" West 1.00 foot; thence South 0°49'58" West 110.00 feet; thence South 89°10'02" East 1.00 foot; thence South 0°49'58" West 101.61 feet; thence South 89°08'19" East 80.53 feet; thence South 0°46'57" West 51.98 feet; thence South 89°09'56" East 112.90 feet to a point on the West line of Washington Blvd.; thence South 0°58" West 321.94 feet along said West line to a point that is 38.15 feet North 0°58' East of the Southeast corner of Lot 8 of said Block 32; thence North 89°02' West 140.00 feet; thence North 0°58' East 30.00 feet; thence North 89°02' West 41.50 feet; thence South 0°58' West 120.00 feet; thence North 89°02' West 42.00 feet; thence South 0°58' West 103.00 feet; thence South 89°02' East 42.00 feet; thence South 0°58' West 58.50 feet; thence South 89°02' East 181.50 feet to a point



EXHIBIT A  
PART 2  
DEVELOPER TRACT (Cont.)

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;

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

EXHIBIT A

PART 3

NORDSTROM TRACT

*01-028-0069-X*  
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

EXHIBIT A  
PART 4  
PENNEY STORE SITE

*01-028-0049*  
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°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; 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.

Containing 2.070 Acres

EXHIBIT A

PART 4

PENNEY TBA TRACT

*01-032-0001X*  
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

EXHIBIT A

PART 5

WEINSTOCKS TRACT

01-028-0068\*

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

EXHIBIT A

PART 6

WOODBURY TRACT

01-028-0001 X

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°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°58' West (1317.31 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 156.78 feet along said West line to the Southeast corner of said Lot 1; thence North 89°09' West 201.69 feet along the North line of 24th Street; thence North 0°58' East 157.19 feet; thence South 89°02' East 201.69 feet to the point of beginning.

Containing 0.727 Acre

EXHIBIT A  
PART 7

BON MARCHE TRACT

01-033-0001\*

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°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°58' West (398.40 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 317.74 feet along said West line; thence North 89°09'56" West 112.90 feet; thence North 0°46'57" East 51.98 feet; thence North 89°08'19" West 80.53 feet; thence North 0°49'58" East 101.61 feet; thence North 89°10'02" West 1.00 foot; thence North 0°49'58" East 110.00 feet; thence South 89°10'02" East 1.00 foot; thence North 0°49'58" East 45.24 feet; thence North 89°10'02" West 6.15 feet; thence North 0°49'58" East 8.87 feet; thence South 89°09'56" East 200.37 feet to the point of beginning.

Containing 1.321 acres



EXHIBIT A

PART 8

\* AGENCY TRACT \*

01-033-0005, 01-028-0002 \*  
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 8.030 Acres

EXHIBIT A  
PART 9  
WOODBURY PARKING LOT

*01-022-0008, 0009*  
A part of Lot 5, 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.

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

EXHIBIT A  
PART 11  
DEVELOPER TWO-FOOT STRUCTURAL EASEMENT

01-033-0049 k  
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 ease-  
ment is the elevation of 4343.92 feet, United States Coast and Geodetic Survey Datum.

EXHIBIT A  
PART 12  
DEVELOPER AIR RIGHTS EASEMENT

01-033-0049 †

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°00'08" East of the most Northerly point of the Penney tract, said point also being 768.80 feet North 89°02' West along the Centerline of 22nd Street and 472.11 feet South 0°58' West and 307.62 feet South 89°02' East of the Ogden City Monument, located 10 feet West of the intersection of 22nd Street and Washington Blvd., running thence South 44°00'08" East 147.56 feet; thence North 89°02' West 104.34 feet; thence North 0°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.

EXHIBIT A  
PART 13  
NORDSTROM CONSTRUCTION EASEMENT

*01-028-0064* ✓  
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  $89^{\circ}02'$  West and 7.25 feet South  $0^{\circ}58'$  West  
of the Northeast corner of the Nordstrom Tract, said point being 239.17 feet  
North  $89^{\circ}02'$  West and 10.26 feet North  $0^{\circ}58'$  East of the Southeast corner of said  
Lot 10; running thence North  $89^{\circ}02'$  West 43.75 feet; thence North  $45^{\circ}58'$  East 11.67  
feet; thence South  $89^{\circ}02'$  East 35.50 feet; thence South  $0^{\circ}58'$  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.

EXHIBIT A  
PART 14  
NORDSTROM CONSTRUCTION EASEMENT

*01-028-0066*  
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.

EXHIBIT A  
PART 15  
NORDSTROM AIR RIGHTS EASEMENT

*01-028 - 0066 A*  
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.



EXHIBIT A

PART 16

CONSTRUCTION EASEMENT NO. 1 FOR WOODBURY  
TRACT FIRST LEVEL ENCLOSED MALL EASEMENT

01-028-0001

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°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°58' West (1317.31 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 1.94 feet along said West line; thence North 89°02' West 51.66 feet; thence South 0°58' West 16.56 feet; thence North 89°02' West 1.50 feet; thence South 0°58' West 12.15 feet; thence North 89°02' West 23.13 feet; thence North 0°58' East 28.71 feet; thence North 89°02' West 125.40 feet; thence North 0°58' East 1.94 feet to the Northwest corner of the Woodbury Tract; thence South 89°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.

EXHIBIT A  
PART 17  
CONSTRUCTION EASEMENT NO. 2 FOR WOODBURY  
TRACT SECOND LEVEL ENCLOSED MALL EASEMENT

01-028-0001 X  
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°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°58' West (1317.31 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 4.92 feet along said West line; thence North 89°02' West 53.16 feet; thence South 0°58' West 25.73 feet; thence North 89°02' West 16.58 feet; thence North 0°58' East 25.73 feet; thence North 89°02' West 131.95 feet; thence North 0°58' East 4.92 feet; thence South 89°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.