

Security Title

BOOK 1380 PAGE 1041

834401

RUTH EAD
WEBER CO

PLATTED
ENTERED

VERIFIED

MICROFILMED

AGREEMENT

#30.00

DEPUTY

Estel D. Huber

APR 23 10 03 AM '81

FILED AND RECORDED FOR

Security Title Co.

#51626

This Agreement made as of the 9 day of April 1980, by and between NewMart Associates, a Utah joint venture ("NewMart"), and J. Ron Stacey and Jeri H. Stacey, husband and wife ("Stacey").

RECITALS

A. NewMart is the owner of the real property and interests in real property described in Exhibit A attached hereto and by this reference made a part hereof ("NewMart Parcel").

B. Stacey is the owner of the real property described in Exhibit B attached hereto and by this reference made a part hereof ("Stacey Parcel").

C. NewMart proposes to develop the NewMart Parcel as per the site plan marked Exhibit C attached hereto and by this reference made a part hereof (the "Site Plan").

D. The parties desire to make provisions for the grant of easements and for certain other matters pursuant to this Agreement.

NOW, THEREFORE, for valuable consideration, it is agreed as follows:

1. Stacey hereby grants and conveys to NewMart, its successors and assigns, including, without limitation, tenants leasing portions of the NewMart Parcel, and to their respective servants, employees, customers, licensees and invitees, a non-exclusive easement in, over, across, along and upon that part of the Stacey Parcel described in Exhibit D (the "Easement Parcel") attached hereto and by this reference made a part hereof for the following:

(i) pedestrian and vehicular ingress to and egress from the NewMart Parcel, for the passage and parking of vehicles, and the passage and accommodation of pedestrians, and (ii) to construct, use, install, maintain, repair and replace, from time to time, automobile parking, landscape plantings and planters, walkways, curbs, roadways, fire hydrants, and wires, cables, pipes, conduits, manholes and other similar facilities used in

connection with lighting facilities and subsurface utilities. NewMart shall, without expense to Stacey, construct, install, maintain, repair, and replace on the Easement Parcel those improvements described in clause (ii) above as generally depicted on the Site Plan and NewMart shall, without expense to Stacey, cover the same with liability insurance, provided, however, that Stacey shall pay all taxes and assessments on the Easement Parcel.

Notwithstanding the foregoing or any other provision of this Agreement which may appear to the contrary, the Easement Parcel is being used and will continue to be used jointly and in conjunction with existing and future tenants of the Stacey Parcel, subject to, without limitation, the rights of the U.S. Postal Service under a lease from Stacey dated November 1, 1973.

The number of parking spaces on the Stacey Parcel shall be as provided by local governmental authority from time to time. Without limitation of the foregoing, any future development or redevelopment of the Stacey Parcel shall not require a change in the number of parking spaces to be located on the Easement Parcel as shown on the Site Plan unless NewMart or its successors or assigns approves any such change at the time in question, which approval shall not be unreasonably withheld.

2. Stacey hereby grants and conveys to NewMart, its successors and assigns, including, without limitation, tenants leasing portions of the NewMart Parcel, and to their respective servants, employees, customers, licensees and invitees, a non-exclusive easement to use the surface of the roadways traversing the Stacey Parcel which are described in Exhibit E ("Roadways"), attached hereto and by this reference made a part hereof for the passage of vehicles and pedestrians to and from the NewMart Parcel.

3. NewMart grants and conveys to Stacey, its successors and assigns, including, without limitation, the tenants of the Stacey Parcel, and to their respective servants, employees, customers, licensees and invitees, a non-exclusive easement over the common areas of the NewMart Parcel as they may be constituted from time to time, subject to Paragraph 6 hereof, for ingress to and egress from the Stacey Parcel, for the passage and parking of vehicles and for the passage and accommodation of pedestrians, all without expense to Stacey.

4. Stacey, with respect to the roadways on the Stacey Parcel, and NewMart, with respect to the roadways and common areas on the NewMart Parcel, reserves the right, upon reasonable advance notice to the other, to close the same off for such reasonable period or periods of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone.

5. Each easement above granted is for the benefit of the grantee's Parcel and the Parcel so benefited is the dominant estate and the Parcel or so much thereof upon which the easement is located is the servient estate. Any such easement may be abandoned, terminated, modified or amended by the execution and recordation of an agreement accomplishing the same by the owners of both the dominant and servient estates.

6. NewMart agrees that no future building shall be constructed within the area lying one hundred and two and 75/100 (102.75) feet easterly of that part of the easterly boundary of the Stacey Parcel as designated on the Site Plan as Stacey Line #1 and described in Exhibit F attached hereto and made a part hereof. The numbers of parking spaces lying westerly of NewMart Line #1, as designated on the Site Plan and described in Exhibit F, shall not be changed unless Stacey or his successors or assigns shall approve any such change, which approval shall not be unreasonably withheld.

7. This Agreement shall remain in force and effect until December 31, 2035 and so long thereafter as at least fifty percent (50%) of the area of the buildings on the NewMart Parcel shall be used for retail sales purposes.

8. NewMart shall not specifically designate the Stacey Parcel for employee parking for its tenants and Stacey shall not specifically designate the parking areas on the NewMart Parcel for employee parking for its tenants.

9. This Agreement and the obligations, covenants, easements and burdens contained herein run with the land and shall be binding upon and inure to the benefit of the successors, personal representatives and assigns of the respective parties hereto. Notwithstanding anything herein to the contrary, NewMart, its successors or assigns, with respect to the NewMart Parcel, and Stacey, its successors or assigns, with respect to the Stacey Parcel, shall have no personal liability with regard to any breach of their respective obligations or agreements contained herein, which breach occurs from and after the date upon which such party or its successors or assigns shall convey its interest in such Parcel.

In Witness Whereof the parties have executed this agreement as of the day and year first above written.

NEWMART ASSOCIATES

By Newgate Associates, Ltd.,
a co-venturer

By Simon Chesterson

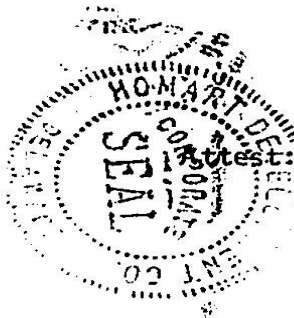
By Homart Development Co.,
a co-venturer

Robert H. Hines

By W. J. Pope RBH

J. Ron Stacey
J. Ron Stacey

Jeri H. Stacey
Jeri H. Stacey



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

On April 9, 1980, before me, the undersigned,
a Notary Public in and for said State, personally appeared
Simon Christensen, known to me to be a partner of
Newgate Associates, Ltd., a partnership, said Newgate Associ-
ates, Ltd., being known to me to be one of the co-venturers of
NewMart Associates, the joint venture that executed the within
instrument and acknowledged to me that he executed the same
as a partner of said partnership, that said partnership exe-
cuted the same as a co-venturer of NewMart Associates, and that
NewMart Associates executed the same.

Robert W. Rappje
NOTARY PUBLIC




STATE OF ILLINOIS }
COUNTY OF COOK }

BEFORE ME, the undersigned authority, personally appeared WILLIAM J. PREBLE and ROBERT B. HEINRICH to me known and known to me to be the individuals described in and who executed the foregoing instrument as Vice President and Assistant Secretary of HOMART DEVELOPMENT CO. a Delaware corporation, which corporation is a co-venturer of NewMart Associates, and severally acknowledged to and before me that they executed such instrument as such Vice President and Assistant Secretary respectively of said corporation and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 18th day of April, 1980.

Monica C. Hecker



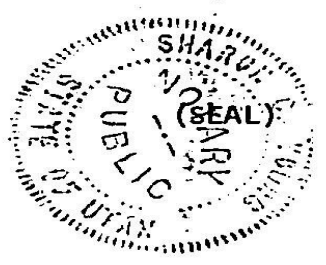
My Commission Expires March 20, 1984

STATE OF UTAH)
COUNTY OF WEBER) SS.

On April 10, 1980, before me, the undersigned a Notary Public in and for said State, personally appeared J. Am
Stacy & J. W. Stacy
known to me to be the persons who
the _____ that executed the within
instrument and acknowledged to me that they executed the same as
the Stacy parcel owners

Sharon C. Young
NOTARY PUBLIC

My commission expires 4/15/83
Residing at Ogden Utah



STATE OF UTAH)
COUNTY OF WEBER) SS.

On _____, 1980, before me, the undersigned a Notary Public in and for said State, personally appeared _____
known to me to be _____
the _____ that executed the within
instrument and acknowledged to me that _____ executed the same as _____

NOTARY PUBLIC
My commission expires _____
Residing at _____

(SEAL)

EXHIBIT "A"
NewMart Parcel

PARCEL "A"

A part of the Southwest Quarter and the Northwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey:

Beginning at a point in the center of a 3 rcd road (Pacific Ave.), said point bears East 426.75 feet and North 895.07 feet from the Southwest Corner of said Section 5; and running thence along said center line N.3°28'21"E., 591.96 feet; thence S.33°23'18"E., 317.61 feet (S.84°07'E. Deed) along a fence; thence N.0°58'E., 251.70 feet; thence S.89°02'E., 345.06 feet; thence N.0°58'E., 614.67 feet; thence N.89°02'W., 600.00 feet to the East line of Pacific Ave.; thence along said East line N.7°26'E., 355.29 feet; thence S.89°41'20"E., 700.08 feet; thence N.0°58'E., 285.30 feet to the South line of Harris Street (36th Street Extension); thence along said South line S.89°46'20"E., 30.00 feet; thence S.0°58'W., 200 feet; thence S.89°46'20"E., 400.00 feet; thence N.0°58'E., 200.00 feet to the South line of the 36th Street Extension; thence along said South line four courses S.89°46'20"E., 20.85 feet; along a 60 foot radius curve to the right (L.C. bears S.60°54'10"E., 57.94 feet) a distance of 60.46 feet; S.32°02'E., 366.47 feet; S.89°02'E., 163.42 feet to a point on the West line of Wall Avenue said point being N.89°46'20"W., 524.94 feet along the Quarter Section line and S.0°58'W., 21.13 feet from the Southeast Corner of said Northwest Quarter of Section 5; thence along the West line of Wall Avenue S.0°58'W., 987.00 feet; thence N.89°02'W., 14.00 feet; thence N.78°00'W., 213.50 feet; thence S.12°00'W., 349.32 feet; thence S.83°12'02"E., 279.76 feet along a fence to the West line of Wall Avenue as widened in 1959 by order recorded in Book 621, page 183 of Weber County records; thence along said West line S.3°26'W., 60.00 feet; thence N.83°12'02"W., 283.90 feet to a point which bears N.6°08'20"E., from the Northwest Corner of property conveyed to Hermes Associates by Warranty Deed recorded in Book 1234, page 331 of Weber County records; thence S.6°08'20"W., 302.28 feet along the center of an irrigation ditch; thence S.45°50'30"W., 102.09 feet along the center of said ditch to a fence; thence along said fence S.83°37'31"E., 199.07 feet; thence S.6°45'W., 167.23 feet; thence S.6°40'W., 65 feet; thence S.27°E., 79.91 feet; thence Northwesterly along a curve to the left whose radius is 346.26 feet, and whose long chord bears N.55°21'03"W., 328.88 feet, a distance of 342.69 feet; thence N.83°42'18"W., 1239.70 feet to the point of beginning.

Containing 56.43 acres more or less.

05-139-0042 X To 0049 X
% X
05-139-0085 X
0086 X
0047 X
0041 X
05-139-0081 X
0021 X
0079 X
0080 X

*Differ from
"entire"*

EXHIBIT "A" (cont.)
NewMart Parcel

PARCEL "B"

A part of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base & Meridian, U. S. Survey:

Beginning at a point which bears East 404.87 feet, North 534.48 feet, and South 83°14'16" East, 1164.79 feet from the Southwest Corner of said Section 5 and running thence N.55°E., 373.26 feet to a curve to the right whose radius is 315.26 feet and whose long chord bears S.32°48'39"E., 63.80 feet; thence along said curve 63.91 feet to a curve to the left whose radius is 231 feet and whose long chord bears S.37°53'01"E., 87.16 feet; thence along said curve 87.68 feet; thence S.38°14'54"W., 20.93 feet; thence S.53°51'27"E., 30 feet to the West line of Riverdale Road; thence along said West line S.38°14'54"W., 122.95 feet to the Northeast Corner of adjoining property as conveyed in Book 1154, page 151 of Weber County records; thence along said North line of adjoining property S.83°14'16"E., 331.31 feet to the point of beginning.

Containing 1.20 Acres.

PARCEL "C"

A part of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base & Meridian, U. S. Survey:

Beginning at a point in the center of a 3 rod road (Pacific Avenue), said point bears East 404.87 feet and North 534.48 feet from the Southwest corner of said Section 5 and running thence N.3°28'21"E., 331.11 feet along the centerline of said 3 rod road; thence S.83°42'18"E., 591.86 feet; thence S.6°45'44"W., 335.19 feet to the North line of adjoining property as conveyed in Book 1154, page 151 of Weber County records; thence along and beyond said North line of adjoining property N.83°14'16"W., 572.84 feet to the point of beginning.

Containing 4.45 Acres.

05-139 - 0065 X
0078

0078

0061
Revised R.D.

05-139-0086 X

0086
on Pacific

EXHIBIT "A" (cont.)
NewMart Parcel

ROADWAY EASEMENTS

FIRESTONE

Book 962, Page 312, Weber County, Records, Warranty Deed, paragraph #4:

"RESERVING unto the GRANTOR herein, and others lawfully entitled thereto, a right of way easement over the North twenty (20) feet of said land for ingress and egress to and from GRANTOR'S remaining property contiguous to said land, said easement to be non-exclusive for the use in common with GRANTEE herein and others lawfully entitled thereto, and shall not be used for parking of vehicles and shall be kept free and clear of any obstructions that would interfere with use of same for ingress and egress."

HERMES ASSOC.

Book 1322, Page 91, Weber County Records, Quit Claim Deed, paragraph #2:

"TOGETHER WITH a right of way for ingress and egress over the South 20 feet of the following described property: Part of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey: Beginning at a point 422.7 feet East and North 1050.5 feet and South 84°07' East 1298 feet to ditch from the Southwest corner of said Quarter Section; thence Northeasterly 162.8 feet thence South 227.8 feet; thence North-84°07' West 249.3 feet to beginning.

CORY PROPERTIES PARCEL

Beginning at a point which is South 1391.28 feet and North 83°22' West 1905.58 feet from the Northeast corner of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base and Meridian, said point of beginning also being South 83°22' East 283.57 feet along the Southerly line of Grantor's property from the Easterly line of Pacific Avenue; running thence North 0°58' East 251.70 feet; thence South 89°02' East 345.06 feet; thence South 0°58' West 285.94 feet; thence North 83°22' West 346.75 feet to the point of beginning.

SUBJECT TO AND TOGETHER WITH the following non-exclusive rights of way for purposes of ingress and egress:

(a) A 25.0 foot-wide right of way, 12.5 feet on each side of and parallel to the following described centerline: Beginning at the Northeast corner of the above described tract of land; running thence North 89°02' West 345.06 feet; thence North 86°30' West 277.17 feet, more or less, to the Easterly line of Pacific Avenue.

(b) A 30.0 foot-wide right of way, 15.0 feet on each side of and parallel to the following described centerline: Beginning 154.06 feet North 89°02' West and 270.65 feet South 0°58' West from the Northeast corner of the above described tract of land; running thence North 0°58' East 885.65 feet.

(c) A 30.0 foot-wide right of way, 15.0 feet on each side of and parallel to the following described centerline: Beginning 345.06 feet North 89°02' West and 251.70 feet South 0°58' West from the Northeast corner of the above described tract of land; running thence North 0°58' East 581.70 feet.

EXHIBIT "B"
Stacey Parcel

A part of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey, described as follows.

Beginning at a point on the East line of Pacific Avenue, said point bears N.89° 46' 20"W., 524.92 feet along the Quarter Section line; S.0°58'W., 338.63 feet along the West line of Wall Avenue and N.89°02'W., 1604.94 feet from the Northwest Corner of said Southwest Quarter of Section 5 and running thence; three courses along said East line of Pacific Avenue S.7°26'W., 41.03 feet; S.3°08'30"W., 304.66 feet; and S.20° 15'W., 493.61 feet; thence S.83°22' E., 283.57 feet (S.84° 07'E. Deed) along a fence; thence N.0°58'E., 251.70 feet; thence S.89°02'E., 345.06 feet; thence N.0°58'E., 614.67 feet; thence N.89°02'W., 600.00 feet to the point of beginning.

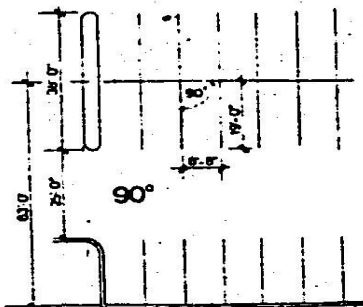
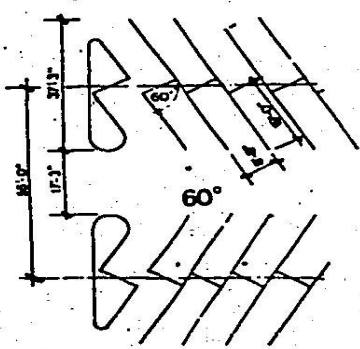
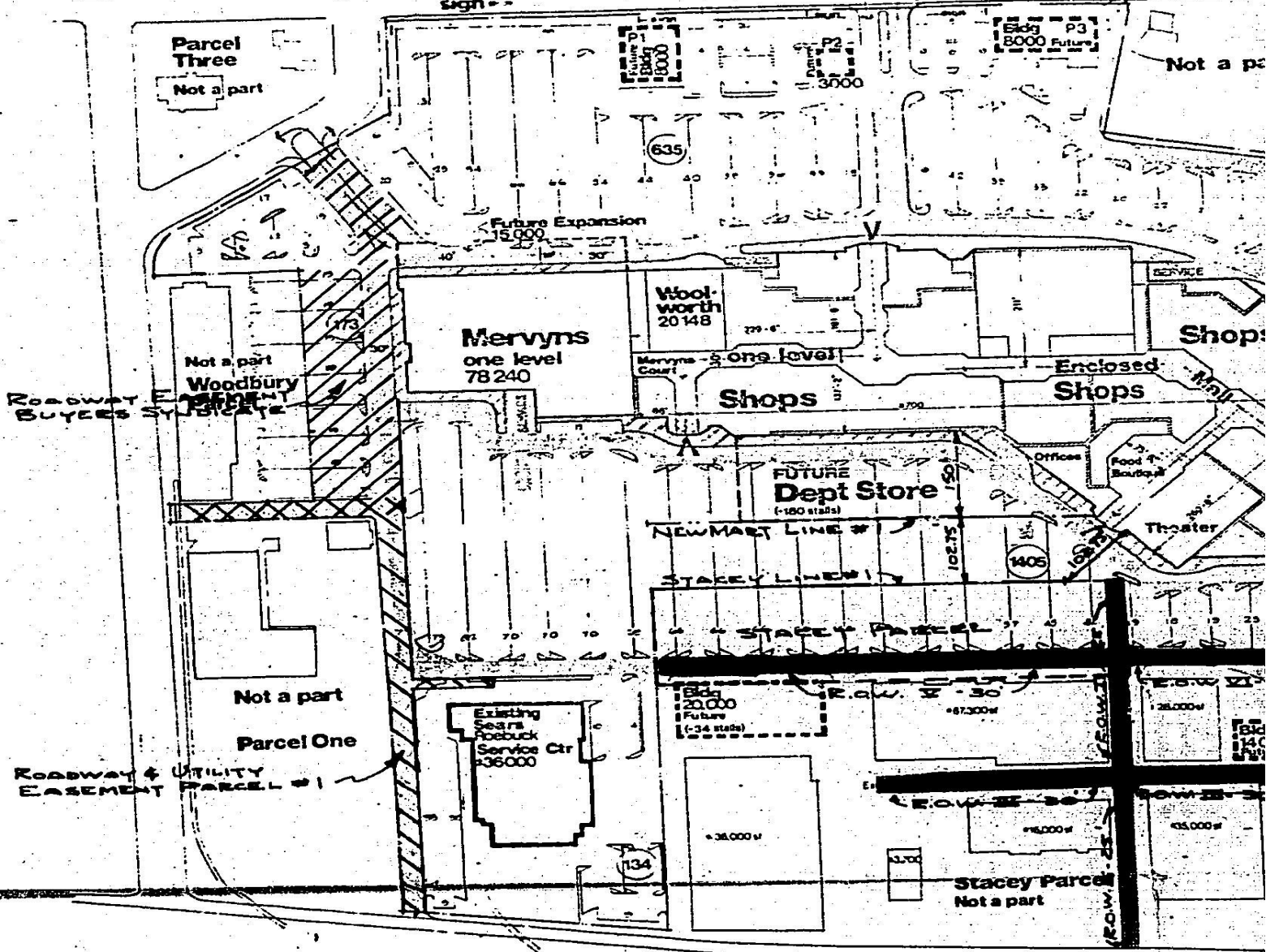
Handwritten: P.L.C. correct

Containing 10.2 Acres more or less.

05-139 - 0015 X
0062 X
0017 X
0073 X
0071 X
0019 X
0074 X
0018 X

36th St

signal. proposed pylon sign



Typical Parking Detail

Book 1380 Page 1052

Riverdale Rd

signal

proposed pylon sign and theater marquee

proposed pylon sign

Not a part

REMAINDER OF BURCH PROP.

Not a part

EASEMENTS

Not a part

Parcel B

Skaggs Parcel

(379)
9'x20' state this part only

Skaggs Super Center
61 068

Future Expansion 9026

Existing Grand Central Store

Parcel C

Bldg P9
16000
Future

Bldg 30000
Future
P6

Bldg 10000
Future
P10

Bldg 20000
Future
P7

Shops

Enclosed Shops

Shops

Sears
McKeebuck
Retail Store
two level
150 520

Theater

Bldg P8
14000
Future

Bldg 16000
Future

Bldg 135000
Future

Pacific Ave

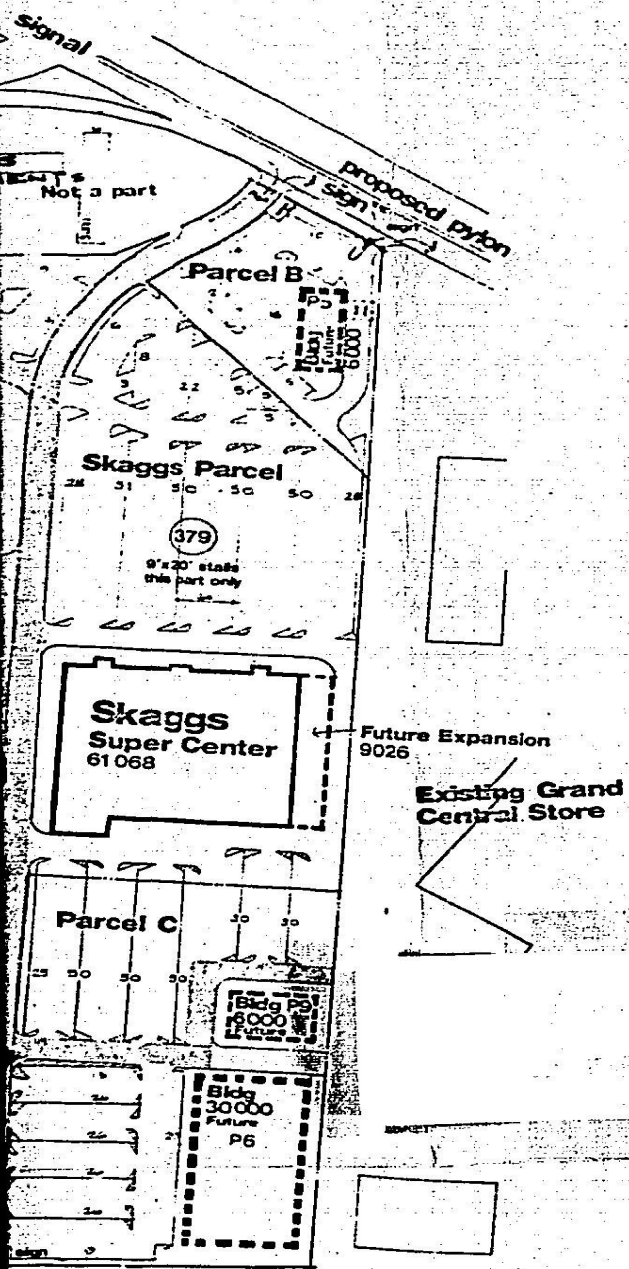
SIDEWALK
ENCLOSURE
HEAVY
SERVICE
PAINT
LANDSCAPE
MALL
NUMBER
TRAFFIC

NEWG










PLAN OF 2-13-80

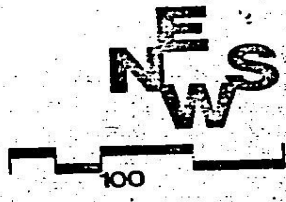
2-21-80
2-25-80
3-10-80

0720-0-0-0



LEGEND

- SIDEWALKS 
- ENCLOSED MALL 
- HEAVY DUTY PAVING 
- SERVICE CORRIDOR 
- PAINTED ROW END 
- LANDSCAPED PARKING ROW END 
- MALL ENTRANCE 
- NUMBER PARKING SPACES 
- TRAFFIC FLOW 



Owner
NewMart Associates
 A Joint Venture
NewGate Associates Ltd
Homart Development Co

C&R DEVELOPERS INC
 15910 Ventura Blvd
 Suite 729
 Encino, Ca 91436
 213-990-0761

NEWGATE MALL
 OGDEN, UTAH

PLAN OF 2-13-80
 2-21-80
 3-25-80
 3-10-80

1199 E Walnut/Pasadena/Ca 91106/213-681-8461

McClellan/Cruz/Gaylord
 Architecture/Planning/Engineering

78207



EXHIBIT "D"
Stacey Easement Parcel

A part of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base & Meridian, U. S. Survey in Ogden City, Weber County, Utah, described as follows:

Beginning at the Northeast Corner of the J. Ron Stacey Parcel, said point bears N.89°46'20"W., 524.92 feet along the Quarter Section line; S.0°58'W., 338.63 feet along the West line of Wall Avenue; and N.89°02'W., 1104.94 feet from the Northeast Corner of said Southwest Quarter of Section 5, also being a point which bears N.89°27'W., 521.75 feet; S.0°58'W., 2984.08 feet; and N.89°02'W., 1104.94 feet from the Northeast Corner of the Northwest Quarter of said Section 5; and running thence S.0°58'W., 614.67 feet to the Southeast Corner of the J. Ron Stacey Parcel; thence N.89°02'W., 175.06 feet; thence N.0°58'E., 614.67 feet; thence S.89°02'E., 175.06 feet to the point of beginning.

Containing 2.47 Acres.

EXHIBIT "E"
RoadwaysNEWGATE CENTER RIGHT-OF-WAYSDESCRIPTIONS

- I A non-exclusive right-of-way for purposes of ingress and egress being twenty five feet wide, twelve and one half feet each side of the following described centerline: Beginning at the Northeast corner of Parcel No. 1 and running thence North $89^{\circ}02'$ West 345.06 ft.
- II A non-exclusive right-of-way for purposes of ingress and egress being twenty five feet wide, twelve and one half feet each side of the following described centerline: Beginning at the Northwest corner of Parcel No. 1 and running thence North $86^{\circ}30'$ West 277.20 ft. to the East line of Pacific Avenue.
- III A non-exclusive right-of-way for purposes of ingress and egress being thirty feet wide, fifteen feet each side of the following described centerline: Beginning at the Northwest corner of Parcel No. 1 and running thence South $0^{\circ}58'$ East 251.70 ft.
- IV A non-exclusive right-of-way for purposes of ingress and egress being thirty feet wide, fifteen feet each side of the following described centerline: Beginning at the Northwest corner of Parcel No. 1 and running thence North $0^{\circ}58'$ East 330.3 ft.
- V A non-exclusive right-of-way for purposes of ingress and egress being thirty feet wide; fifteen feet each side of the following described centerline: Beginning 154.06 ft. North $89^{\circ}02'$ West from the Northeast corner of Parcel No. 1 and running thence North $0^{\circ}58'$ East 615 ft.
- VI A non-exclusive right-of-way for purposes of ingress and egress being thirty feet wide; fifteen feet each side of the following described centerline: Beginning 154.06 ft. North $89^{\circ}02'$ West from the Northeast corner of Parcel No. 1 and running thence South $0^{\circ}58'$ West 270.65 ft. to the South line of said Parcel No. 1

EXHIBIT "F"

STACEY LINE #1

A part of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base & Meridian, U. S. Survey in Ogden City, Weber County, Utah, described as follows:

Beginning at a point which bears N.89°46'20"W., 524.92 feet along the Quarter Section line; S.0°58'W., 338.63 feet along the West line of Wall Avenue; and N.89°02'W., 1104.94 feet from the Northeast Corner of said Southwest Quarter of Section 5, also being a point which bears N.89°27'W., 521.75 feet; S.0°58'W., 2984.08 feet; and N.89°02'W., 1104.94 feet from the Northeast Corner of the Northwest Quarter of said Section 5; and running thence S.0°58'W., 568.32 feet, to a point which is N.44°02'W., 102.75 feet from the Newgate Mall Building.

NEWMART LINE #1

A part of the Southwest Quarter of Section 5, Township 5 North, Range 1 West, Salt Lake Base & Meridian, U. S. Survey in Ogden City, Weber County, Utah, described as follows:

Beginning at a point which bears N.89°46'20"W., 524.92 feet along the Quarter Section line; S.0°58'W., 338.63 feet along the West line of Wall Avenue; and N.89°02'W., 1002.19 feet from the Northeast Corner of said Southwest Quarter of Section 5, also being a point which bears N.89°27'W., 521.75 feet; S.0°58'W., 2984.08 feet; and N.89°02'W., 1002.19 feet from the Northeast Corner of the Northwest Quarter of said Section 5; and running thence S.0°58'W., 590.04 feet, to the Newgate Mall Building. Said line being parallel to and 102.75 feet East of Stacey Line #1.