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 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 SURETY TITLE  
 BY: eCASH, DEPUTY - EF 20 P.

When recorded return to:

Stephen K. Christensen  
 Nelson Christensen & Helsten  
 68 South Main Street, 6<sup>th</sup> Floor  
 Salt Lake City, Utah 84101

**FIRST AMENDMENT TO  
 OPERATION AND EASEMENT AGREEMENT**

THIS FIRST AMENDMENT TO OPERATION AND EASEMENT AGREEMENT ("Amendment") is entered into this 19<sup>th</sup> day of July, 2006 by and between TARGET CORPORATION, a Minnesota corporation ("Target"), THE DISTRICT, L.C., a Utah limited liability company ("Developer") and J.C. PENNEY PROPERTIES, INC., a Delaware corporation ("JCP").

WHEREAS Target and Developer entered into that certain Operating and Easement Agreement dated January 24, 2005 and recorded on January 27, 2005 at the Salt Lake County Recorder's Office in book 9087 at page 8410 (the "OEA") relating to real property as defined in the OEA as the "Target Tract", the "Developer Tract" and the "Adjacent Tract"; and

WHEREAS JCP has purchased a portion of the Developer Tract in the West District containing at least 75,000 square feet of Building Area together with a portion of the Development District necessary to satisfy the minimum parking requirement set forth in Section 3.2(E) of the OEA as shown on the Site Plan (as defined below) ("JCP Tract"); and

WHEREAS Target, Developer and JCP desire to amend certain provisions of the OEA as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. This Amendment incorporates by reference the OEA as if herein set forth in its entirety, and hereby extends the provisions and restrictions therein to the JCP Tract.
2. Capitalized terms used but not defined herein shall have the meanings given them in the OEA.
3. Exhibit B-1 to the OEA, "Legal Description of Developer Tract", is hereby replaced with the attached Exhibit BB-1 and all references in the OEA to the "Developer Tract" or "Exhibit B-1" shall be deemed to reference "Exhibit BB-1" as attached to this Amendment.
4. Exhibit B-2 to the OEA, "Legal Description of Adjacent Tract", is hereby replaced with the attached Exhibit BB-2 and all references in the OEA to the "Adjacent Tract" or "Exhibit B-2" shall be deemed to reference "Exhibit BB-2" as attached to this Amendment.
5. The portion of the Developer Tract purchased by JCP is more particularly described on Exhibit B-3. The OEA is hereby amended to include the attached Exhibit B-3, "Legal Description of JCP Tract" as Exhibit B-3 to the OEA.

6. Exhibit X-1 to the OEA, "Site Plan", is hereby replaced with the attached Exhibit XX-1 and all references in the OEA to the "Site Plan" or "Exhibit X-1" shall be deemed to reference "Exhibit XX-1" as attached to this Amendment.

7. Exhibit X-2 to the OEA, "District Plan", is hereby replaced with the attached Exhibit XX-2 and all references in the OEA to "Exhibit X-2" shall be deemed to reference "Exhibit XX-2" as attached to this Amendment.

8. Exhibit X-3 to the OEA, "Main Street Shops Elevations", is hereby replaced with the attached Exhibit XX-3 and all references in the OEA to "Exhibit X-3" shall be deemed to reference "Exhibit XX-3" as attached to this Amendment.

9. Section 1.1 of the OEA, "Approving Party" is hereby amended to include JCP as the Approving Party for the West District. Developer acknowledges that no further Approving Parties may be appointed for the Development Districts.

10. Section 1.18 of the OEA, "Outparcel" is hereby deleted and the following inserted in lieu thereof:

"1.18 Outparcel. "Outparcel" shall mean those portions of the Shopping Center designated as "EP1", "EP2", "EP3", "CP1", "CP2", "CP3", "CP4", "CP5", "CP6", "CP7", "CC", "CD", "CK", "TA", "TB", "WP1", "WP2", "WP3", "WP4", "WP5", "WP6", "WP7" and "WP8" on the Site Plan."

11. JCP is hereby made a Party to the OEA in accordance with Section 1.20 of the OEA.

12. Section 2.2(B) of the OEA is hereby amended by deleting the word "agrees" from the last sentence and inserting "covenants" in lieu thereof.

13. Section 2.2(B) of the OEA is hereby further amended by adding the following after the last sentence of such paragraph:

"With respect to the indemnity set forth in the immediately preceding sentence, the grantor shall promptly notify the grantee of any claim asserted against the grantor covered by said indemnity and shall promptly deliver to the grantee the original or true copy of any summons or other process, pleading or notice issued or served in any suit or other proceeding to enforce any such claim; the grantee shall defend any such suit or proceeding at its sole cost and expense with attorneys of its own selection that are approved by grantor (such approval not to be unreasonably withheld or delayed), and the grantor shall have the right to participate in such defense at its own expense."

14. Section 3.1(C) of the OEA is hereby deleted in the entirety and the following inserted in lieu thereof:

"Each Party covenants to defend, protect, indemnify and hold harmless each other Party from and against all claims and demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind relating thereto, including reasonable

attorneys fees and cost of suit, arising out of or resulting from any construction activities performed or authorized by such indemnifying Party; provided, however, that the foregoing shall not be applicable to either events or circumstances caused by the negligence or willful act or omission of such indemnified Party, its licensees, concessionaires, agents, servants, employees, subtenants, departmental lessees, contractors, or anyone claiming by, through, or under any of them, or claims covered by the release set forth in Section 5.4(D).

With respect to the indemnity set forth in this Section 3.1(C), the indemnified Party shall promptly notify the indemnifying Party of any claim asserted against the indemnified Party covered by the indemnity set forth in this Section 3.1(C) and shall promptly deliver to the indemnifying Party the original or true copy of any summons or other process, pleading or notice issued or served in any suit or other proceeding to enforce any such claim. The indemnifying Party shall defend any such suit or proceeding at its sole cost and expense with attorneys of its own selection that are approved by the indemnified Party (such approval not to be unreasonably withheld or delayed), and the indemnified Party shall have the right to participate in such defense at its own expense."

15. Section 3.2(E) of the OEA is hereby amended by deleting the first six (6) lines and inserting the following in lieu thereof:

"The parking area on the Target Tract, and on each separate Tract comprising the Developer Tract, including the Grocery Tract and the JCP Tract (and on each separate Tract which may be established upon incorporation of the Adjacent Tract, or portions thereof, into the Shopping Center) shall contain sufficient ground level parking spaces, without reliance on parking spaces that may be available on another Tract, in order to comply with the greater of Governmental Requirements or the following minimum requirements:"

16. Section 3.3(E)(ii) of the OEA is hereby deleted and the following inserted in lieu thereof:

"(ii) On the Developer Tract (including the - 36 feet  
Grocery Tract and the JCP Tract; however,  
excluding the Outparcels and the Buildings  
designated on the Site Plan as "Main Street  
Shops") "

17. Section 3.3(E)(iv) of the OEA is hereby deleted and the following inserted in lieu thereof:

"(iv) On the Outparcels within the remainder - as shown on Exhibit XX-3  
of the Shopping Center "

18. Section 3.3(E)(vi) of the OEA is hereby deleted and the following inserted in lieu thereof:

"(vi) In the Theater District - 55 feet, plus a theater tower feature  
(excluding the Buildings designated not exceeding an additional 25 feet  
"TA" and "TB" on the Site Plan) "

19. Section 3.3(E)(vii) of the OEA is hereby deleted and the following inserted in lieu thereof:

“(vii) The Buildings in the Theater District - 34 feet  
designated “TA” and “TB” on the Site  
Plan ”

20. Section 4.3(D) of the OEA is hereby amended by deleting the first sentence and the following inserted in lieu thereof:

“Common Area Maintenance Costs shall be allocated to each Tract within the East District, as follows:

- (i) To the Developer Tract 66.75%
- (ii) To the Target Tract 33.25% ”

21. Section 5.1(C) of the OEA is hereby amended by deleting the word “agrees” from the second sentence and inserting “covenants” in lieu thereof.

22. Section 5.1(C) of the OEA is hereby further amended by adding the following new paragraph after the first paragraph:

“With respect to the indemnity set forth in this Section 5.1(C), the indemnified Party shall promptly notify the indemnifying Party of any claim asserted against the indemnified Party covered by the indemnity set forth in this Section 5.1(C) and shall promptly deliver to the indemnifying Party the original or true copy of any summons or other process, pleading or notice issued or served in any suit or other proceeding to enforce any such claim. The indemnifying Party shall defend any such suit or proceeding at its sole cost and expense with attorneys of its own selection that are approved by the indemnified Party (such approval not to be unreasonably withheld or delayed), and the indemnified Party shall have the right to participate in such defense at its own expense.”

23. Section 5.1 of the OEA, “Uses”, subsection (E) (vi) is hereby amended to include the following: “Notwithstanding the above, the terms of this subsection shall not preclude the operation of a “Ross” store, as operated on the date hereof.”

24. Insurance and Indemnification

A. The last paragraph in Section 5.4(A) of the OEA beginning with the words “Operator agrees to defend,” is hereby deleted and the following two paragraphs are inserted in lieu thereof:

“Operator covenants to defend, protect, indemnify and hold each Party owning a Tract which includes the Special Common Area harmless from and against all claims or demands, including any action or proceeding brought thereon, and all costs, losses, expenses and liabilities of any kind, including reasonable attorneys’ fees and cost of suit, asserted or incurred in connection with or arising out of the performance, or failure to perform, by Operator of its duties or obligations under this OEA with respect to the maintenance and operation of the Special Common Area; provided, however, the foregoing obligation shall not apply to claims or demands based on the negligence or willful act or omission of the indemnified Party, its licensees, subtenants, departmental lessees, contractors, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee, subtenant, departmental licensee, or concessionaire thereof. In the event it is determined that such Party was not at fault, then Operator shall reimburse such other Party for all reasonable expenses and/or costs incurred by such Party defending against such claim or demand.

With respect to the indemnity set forth in this Section 5.4(A), the indemnified Party shall promptly notify the Operator of any claim asserted against the Operator covered by the indemnity set forth in this Section 5.4(A) and shall promptly deliver to the Operator the original or true copy of any summons or other process, pleading or notice issued or served in any suit or other proceeding to enforce any such claim. The Operator shall defend any such suit or proceeding at its sole cost and expense with attorneys of its own selection that are approved by the indemnified Party (such approval not to be unreasonably withheld or delayed), and the indemnified Party shall have the right to participate in such defense at its own expense.”

B. Section 5.4 of the OEA, “Insurance”, is hereby amended by adding the following new subsection (AA) following subsection (A):

“As to the JCP Tract, and as long as Developer owns any land within the Shopping Center or is the Operator, Developer shall maintain or cause to be maintained in full force and effect at least the following minimum insurance coverages in Constant Dollars: (i) Commercial General Liability Insurance covering the JCP Tract with a combined single limit of liability of Five Million Dollars (\$5,000,000.00) in Constant Dollars for bodily injury, personal injury and property damages arising out of any one occurrence and Ten Million Dollars (\$10,000,000.00) in the aggregate annually for bodily injury, personal injury and property damages.”

C. Section 5.4(B)(i) of the OEA is hereby amended by adding the following after the last sentence of such paragraph:

“Notwithstanding the foregoing, during the period that ‘Penney Corporation’ (as defined below) is a Party, Penney Corporation shall have no obligation to name any other Party as an additional insured under its Commercial General Liability Insurance policy, and no other Party shall be required to name Penney Corporation as an additional insured under its Commercial General Liability Insurance policy. For purposes of this Section 5.4(B)(i), the term ‘Penney Corporation’ shall mean J.C. Penney Corporation, Inc., a Delaware corporation, and every corporation, partnership or

other business entity, which is controlled by or under common control with J.C. Penney Corporation, Inc., a Delaware corporation; for purposes of the foregoing, if more than 50% of the voting stock of a corporation is owned by another corporation or by a partnership or other business entity, the corporation whose stock is so owned shall be deemed to be controlled by the corporation, partnership or business entity owning such stock."

D. The last paragraph in Section 5.4(B) of the OEA beginning with the words "Each Party agrees to defend," is hereby deleted and the following two paragraphs are inserted in its stead:

"Except for claims or demands defended by Operator or covered under Operator's Commercial General Liability Insurance policy, all as referenced in Sections 5.4(A) and 5.4(AA) above, each Party covenants to defend, protect, indemnify and hold harmless, or cause to be defended, protected, indemnified and held harmless each other Party from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and cost of suit, arising from or as a result of any accident, injury, death, loss or damage whatsoever caused (or alleged to have been caused) during the term of this OEA to any natural person or any property located on the Tract owned by each indemnifying Party; provided, however, the foregoing obligation shall not apply to claims or demands based on the negligence or willful act or omission of the indemnified Party, its licensees, subtenants, departmental lessees, contractors, concessionaires, agents, servants, or employees, or the agents, servants, or employees of any licensee, subtenant, departmental licensee, or concessionaire thereof. In the event it is determined that a Party was not at fault, then the indemnifying Party shall reimburse such indemnified Party for all reasonable costs and/or expenses incurred by it defending against such claim or demand.

With respect to the indemnity set forth in this Section 5.4(B), the indemnified Party shall promptly notify the indemnifying Party of any claim asserted against the indemnified Party covered by the indemnity set forth in this Section 5.4(B) and shall promptly deliver to the indemnifying Party the original or true copy of any summons or other process, pleading or notice issued or served in any suit or other proceeding to enforce any such claim. The indemnifying Party shall defend any such suit or proceeding at its sole cost and expense with attorneys of its own selection that are approved by the indemnified Party (such approval not to be unreasonably withheld or delayed), and the indemnified Party shall have the right to participate in such defense at its own expense."

E. The last paragraph in Section 5.4(C) of the OEA beginning with the words "If the construction activities," is hereby amended by deleting clause (x) and inserting "(x) the owner of such Tract to be an additional insured on each policy for the Commercial General Liability policy with respect to such construction activities pursuant to a CG 2010 11-85 version Form B endorsement, or equivalent," in lieu thereof.

F. Section 5.4(F) of the OEA is hereby amended by deleting the word "agrees" from the first line thereof and inserting "covenants" in lieu thereof.

G. Section 5.4(F) of the OEA is hereby further amended by adding the following new paragraph after the first paragraph:

"With respect to the indemnity set forth in this Section 5.4(F), the indemnified Party shall promptly notify the indemnifying Party of any claim asserted against the indemnified Party covered by the indemnity set forth in this Section 5.4(F) and shall promptly deliver to the indemnifying Party the original or true copy of any summons or other process, pleading or notice issued or served in any suit or other proceeding to enforce any such claim. The indemnifying Party shall defend any such suit or proceeding at its sole cost and expense with attorneys of its own selection that are approved by the indemnified Party (such approval not to be unreasonably withheld or delayed), and the indemnified Party shall have the right to participate in such defense at its own expense."

H. Section 5.4(G) of the OEA is hereby amended by adding "or the Web address where such annual report may be found" at the end of subsection (iii).

25. Notices. Section 6.4 of the OEA is amended to include the following notification address for JCP:

J. C. PENNEY PROPERTIES, INC.  
P.O. Box 10001  
Dallas, Texas 75301-1104  
Attention: Real Estate Counsel

For overnight deliveries:  
J. C. PENNEY PROPERTIES, INC  
6501 Legacy Drive M/S 1104  
Plano, Texas 75024-3698  
Attention: Real Estate Counsel

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

26. No Further Modifications. Except as expressly modified by the provisions of this Amendment, the OEA shall continue in full force and effect. In the event any inconsistencies exist between the terms of this Amendment and the OEA, this Amendment shall control.

27. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

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SIGNATURE PAGE ATTACHED TO  
FIRST AMENDMENT TO  
OPERATION AND EASEMENT AGREEMENT  
AMONG  
TARGET CORPORATION  
THE DISTRICT, L.C.  
AND  
J.C. PENNEY PROPERTIES, INC.

IN WITNESS WHEREOF the parties have executed this Amendment to Operation and Easement Agreement as of the date first set forth above.

TARGET:

TARGET CORPORATION  
a Minnesota corporation


  
By: Scott Nelson  
Its: Vice President  
Target Corporation

STATE OF MINNESOTA )  
  )ss.  
COUNTY OF HENNEPIN )

On this 11 day of July, in the year 2006 before me personally appeared Scott Nelson, to me known, who, being by me duly sworn, did depose and say: That he/she resides in Minnesota, that he/she is the Vice President of the TARGET CORPORATION, a Minnesota corporation which executed the above instrument and which is described therein; that he/she signed the above mentioned instrument on behalf of said corporation; that he/she was authorized to do so.

(Notary Seal)



  
NOTARY PUBLIC

My Commission Expires:

1/31/2010



SIGNATURE PAGE ATTACHED TO  
FIRST AMENDMENT TO  
OPERATION AND EASEMENT AGREEMENT  
AMONG  
TARGET CORPORATION  
THE DISTRICT, L.C.  
AND  
J.C. PENNEY PROPERTIES, INC.

IN WITNESS WHEREOF the parties have executed this Amendment to Operation and Easement Agreement as of the date first set forth above.

JCP:

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

ATTEST:

Alfred O. Gellman  
Asst. Secretary

By: [Signature]  
Its: President



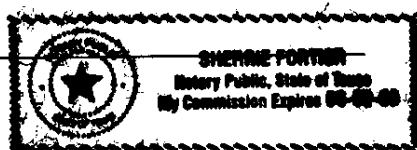
STATE OF TEXAS            )  
  ) SS.  
COUNTY OF COLLIN        )

On this 30th day of June, in the year 2006 before me personally appeared Paul W. Freddo, to me known, who, being by me duly sworn, did depose and say: That he/she resides in \_\_\_\_\_, that he/she is President of J.C. PENNEY PROPERTIES, INC., the corporation described in and which executed the above instrument; that he/she knew the seal of said corporation, and that he/she signed his/her name thereto by like order.

(Corporate Seal)

(Notary Seal)

My Commission Expires:



[Signature]  
Notary Public

SIGNATURE PAGE ATTACHED TO  
FIRST AMENDMENT TO  
OPERATION AND EASEMENT AGREEMENT  
AMONG  
TARGET CORPORATION  
THE DISTRICT, L.C.  
AND  
J.C. PENNEY PROPERTIES, INC.


IN WITNESS WHEREOF the parties have executed this Amendment to Operation and Easement Agreement as of the date first set forth above.

**DEVELOPER:**


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

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

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

  
\_\_\_\_\_  
By: Damon Glenn  
Its: Manager

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

  
\_\_\_\_\_  
By: John Gust, Manager

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

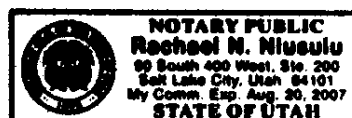
On this 5th day of July, in the year 2006, before me personally appeared Damon M. Glenn, to me known, who, being by me duly sworn, did depose and say: That he/she resides in Salt Lake City, Utah, that he is the manager of The Boyer Company, L.C., a Utah limited liability company, the Manager of THE DISTRICT, L.C., the limited liability company which executed the above instrument and which is described therein; that he/she signed the above mentioned instrument on behalf of said limited liability company; that he/she was authorized to do so.

(Notary Seal)

  
\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

8-30-07



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

On this 10<sup>th</sup> day of July, in the year 2006, before me personally appeared John Crest, to me known, who, being by me duly sworn, did depose and say: That he resides in Salt Lake Co., Utah, that he is the Manager of Arbor Commercial Real Estate, L.L.C., a Utah limited liability company, the Manager of THE DISTRICT, L.C., the limited liability company which executed the above instrument and which is described therein; that he signed the above mentioned instrument on behalf of said limited liability company; that he was authorized to do so.

(Notary Seal)

*Kristen Thomas*  
NOTARY PUBLIC

My Commission Expires:

4/19/08



**EXHIBIT BB-1**

**Legal Description of Developer Tract**

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

Beginning at a point on the West Line of 3600 West Street as widened to 35.50 foot half-width being 1560.39 feet North 0°00'42" East along the Quarter Section Line; and 35.50 feet North 89°59'18" West from the South Quarter Corner of said Section 20; and running thence along the West Line of 3600 West Street as widened the following four courses: South 0°00'42" West 667.32 feet; South 6°01'14" West 95.53 feet; South 0°00'42" West 111.16 feet; and South 7°13'04" East 60.99 feet; thence North 89°59'18" West 1218.41 feet; thence North 84°59'59" West 80.50 feet; thence North 89°59'18" West 617.64 feet to the East Line of the Bangerter Highway; thence along said East Line the following two courses: North 2°00'49" West 833.76 feet; and North 0°00'09" East 1091.29 feet; thence North 42°46'49" East 52.01 feet to the Southerly Line of 11400 South Street as widened; thence along the Southerly Line of 11400 South Street as widened the following fifteen courses: South 89°47'29" East 188.19 feet; North 83°05'06" East 40.32 feet; South 89°47'29" East 231.24 feet; South 72°04'25" East 91.12 feet to a point of curvature; Southeasterly along the arc of a 91.50 foot radius curve to the right a distance of 79.85 feet (Central Angle equals 49°59'57" and Long Chord bears South 47°04'27" East 77.34 feet); South 86°28'52" East 100.78 feet; Northeasterly along the arc of a 37.50 foot radius curve to the right a distance of 44.20 feet (Central Angle equals 67°31'34" and Long Chord bears North 64°54'09" East 41.68 feet) to a point of reverse curvature; Southeasterly along the arc of a 984.50 foot radius curve to the left a distance of 115.22 feet (Central Angle equals 6°42'19" and Long Chord bears South 84°41'14" East 115.15 feet) to a point of tangency; South 88°02'23" East 125.76 feet; Northeasterly along the arc of a 992.50 foot radius curve to the left a distance of 67.87 feet (Central Angle equals 3°55'06" and Long Chord bears North 82°43'17" East 67.86 feet) to a point of reverse curvature; Southeasterly along the arc of a 41.50 foot radius curve to the right a distance of 45.33 feet (Central Angle equals 62°34'46" and Long Chord bears South 67°56'53" East 43.11 feet); North 79°41'31" East 87.29 feet; Northeasterly along the arc of a 41.50 foot radius curve to the right a distance of 39.24 feet (Central Angle equals 54°10'17" and Long Chord bears North 34°38'03" East 37.79 feet) to a point of compound curvature; Northeasterly along the arc of a 371.27 foot radius curve to the right a distance of 109.46 feet (Central Angle equals 16°53'31" and Long Chord bears North 70°09'57" East 109.06 feet); and South 89°47'29" East 590.31 feet; thence South 44°53'24" East 33.88 feet to the West Line of 3600 West Street as widened to 35.50 foot half-width; thence South 0°00'42" West 438.50 feet along said West Line; thence North 89°50'00" West 217.51 feet; thence South 0°00'42" West 49.73 feet; thence North 89°59'18" West 76.00 feet; thence North 0°00'42" East 48.40 feet; thence North 89°59'18" West 442.16 feet; thence South 0°00'42" West 450.96 feet; thence South 89°59'18" East 136.50 feet; thence South 0°00'42" West 194.00 feet; thence South 89°59'18" East 272.54 feet; thence North 0°00'42" East 78.99 feet; thence South 89°59'18" East 16.12 feet; thence North 0°00'42" East 59.75 feet; thence South 89°59'18" East 76.00 feet; thence South 0°00'42" West 59.75 feet; thence South 89°59'18" East 234.51 feet to the point of beginning.

27-20-30-015

27-20-35-011, 010, 004, 017, 006, 007, 008

27-20-376-041, 037, 029, 033

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

**EXHIBIT BB-2**

**Legal Description of Adjacent Tract**

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

Beginning at a point on the North Line of 11800 South Street as it exists at 33.00 foot half-width and also a point on the West Line of Merced Estates II Subdivision being 1284.74 feet North 89°50'48" West along the Section Line; and 33.00 feet North 0°00'48" West from the South Quarter Corner of said Section 20; and running thence North 0°00'48" West 362.98 feet along the West Line of said Merced Estates Subdivision to the Northwesterly Corner thereof; thence continuing North 0°00'48" West 229.76 feet; thence North 84°59'59" West 51.62 feet; thence North 89°59'18" West 617.64 feet to the East Line of the Bangerter Highway; thence South 2°00'49" East 595.99 feet along said East Line to the North Line of said 11800 South Street; thence South 89°50'48" East 648.26 feet along said North Line to the point of beginning.

**Contains 392,718 sq. ft.  
or 9.016 acres**

27-20-326-027

**EXHIBIT B-3**

**Legal Description of JCP Tract**

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

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

**Contains 380,788 sq. ft.  
or 8.742 acres**

27-20-301-015

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**EXHIBIT XX-1**

**Site Plan**





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**EXHIBIT XX-2**

**District Plan**



**EXHIBIT XX-3**

**Main Street Shops Elevations**

