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9/8/2010 4:06:00 PM \$46.00
Book - 9857 Pg - 2541-2556
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 16 P.

WHEN RECORDED, RETURN TO:
First American Title Insurance Company
560 South 300 East
Salt Lake City, UT 84111
Attn: Gregory M. Holbrook

AFFIDAVIT AND NOTICE OF CORRECTIVE RECORDING

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

Gregory M. Holbrook, being first duly sworn under oath, states as follows:

- 1) I am an employee of First American Title Insurance Company, acting in the capacity of a title insurance underwriter and legal counsel, and I am able to make this affidavit based upon my personal knowledge of the matters contained herein.
- 2) On August 11, 2010, that certain AGREEMENT FOR RECOGNITION, NONDISTURBANCE, AND ATTORNMEN UNDER LEASE, by and among City Creek Reserve, Inc., a Utah non profit corporation; City Creek Center Associates LLC, a Delaware limited liability company; and Nordstrom, Inc., a Washington corporation, was recorded with the Salt Lake County Recorder as **Entry No. 11008300**, in Book 9848, at Page 3675, Salt Lake County Recorder.
- 3) By inadvertence and mistake, a minor clerical error exists with the date appearing on the document at the time of the above recording. The correct date of the document is:

July 30th, 2010
- 4) I am providing this Affidavit and Notice of Corrective Recording solely to correct the date of the above referenced document. The original of the above referenced document is also attached hereto, with the herein referenced error being corrected, as set forth in the Affidavit.
- 5) It is not the intent of this Affidavit to change the original recording date or priority as established by the above referenced recording of the above document.

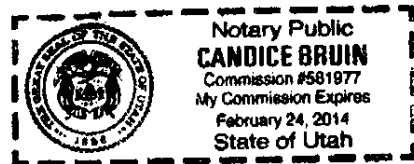
Further this Affiant saith not.

DATED this 8th day of September 2010.

Gregory M. Holbrook
Gregory M. Holbrook

Subscribed and sworn to before me this 8 day of September, 2010.

Candice Bruin
NOTARY PUBLIC



* THIS DOCUMENT IS BEING RE-RECORDED
SOLELY TO CORRECT THE DATE OF THE DOCUMENT.

Recorded Electronically	
ID	11008300
County	SALT LAKE
Date	8/11/2010 Time 10:20 AM
Simplefile.com 800.460.5657	

AGREEMENT FOR RECOGNITION, NONDISTURBANCE
AND ATTORNMENT UNDER LEASE

(NORDSTROM)

THIS AGREEMENT FOR RECOGNITION, NONDISTURBANCE, AND ATTORNMENT is entered into as of the ~~11~~^{30th} day of July, 2010 (the "*Sublease Date*"), by and among CITY CREEK RESERVE, INC., a Utah non-profit corporation, whose address is Joseph Smith Memorial Building, 15 East South Temple, Room 800, Salt Lake City, Utah 84150-4650 (with its successors and assigns, "*Fee Owner*"); CITY CREEK CENTER ASSOCIATES LLC, a Delaware limited liability company qualified to do business in the State of Utah (with its successors and assigns, "*Developer*"); and NORDSTROM, INC., a Washington corporation qualified to do business in the State of Utah, whose address is 1700 Seventh Avenue, Suite 1000, Seattle, Washington 98101 (with its successors and assigns, "*Nordstrom*").

WITNESSETH:

WHEREAS, Fee Owner, as Landlord, and Developer, as Tenant, entered into a certain Retail Center Airspace Lease ("*Airspace Lease*") dated December 4, 2008, with regard to certain property located in the City of Salt Lake City, County of Salt Lake, State of Utah, which property so leased is more particularly described in said Airspace Lease; and

WHEREAS, Developer on the Sublease Date is entering into a Retail Airspace Sublease with Nordstrom for a portion of the property leased by Developer under and pursuant to the Airspace Lease, which portion of the property so subleased is more particularly described in said sublease, a memorandum of which will be recorded prior to the recordation of this Agreement ("*Nordstrom Sublease*"), and in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Developer on the Sublease Date is entering into a Retail Airspace Sublease with Macy's Department Stores, Inc. ("*Macy*") for another portion of the property leased by Developer under the Airspace Lease ("*Macy Sublease*"); and

WHEREAS, on the Sublease Date, Fee Owner, Developer, Nordstrom and Macy are entering into a Construction, Operation and Reciprocal Easement Agreement ("*REA*") with regard to the development and operation of a retail center ("*Shopping Center*") on the property described in the Airspace Lease; and

WHEREAS, on the Sublease Date Developer and Nordstrom are entering into a Supplemental Agreement regarding the REA, as more fully described in the Nordstrom Sublease ("*Supplemental Agreement*"); and

WHEREAS, Nordstrom requires the execution and delivery of this Agreement as a condition precedent to the execution and delivery by Nordstrom of the Nordstrom Sublease, the REA, and the Supplemental Agreement (collectively, the "*Nordstrom Definitive Documents*"); and

NOW, THEREFORE, to induce and in consideration of the execution and delivery by Nordstrom of the Nordstrom Sublease and in consideration of the premises and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE 1
NONDISTURBANCE AND ATTORNMENT

Fee Owner hereby acknowledges that it has been furnished a copy of the Nordstrom Definitive Documents as executed by Developer and Nordstrom, and that Fee Owner hereby approves of and consents to the Nordstrom Definitive Documents. Nordstrom and Developer represent and warrant that they have given Fee Owner true, correct, and complete copies of the Nordstrom Definitive Documents as they exist on the Sublease Date. Nordstrom and Developer shall not amend or modify any Nordstrom Definitive Document except with the approval of Fee Owner, not to be unreasonably withheld.

Fee Owner hereby covenants and agrees that during the entire term of the Nordstrom Sublease, Nordstrom's possession and rights under the Nordstrom Definitive Documents shall not be abrogated, diminished or otherwise adversely affected in any way by reason of any default under the Airspace Lease or termination, cancellation, surrender or expiration of the Airspace Lease (any of the foregoing, an "*Airspace Lease Termination*"). In the event of any Airspace Lease Termination:

A. Unless Nordstrom has been finally adjudicated to be in default under any one or more of the Nordstrom Definitive Documents, Fee Owner shall: (i) accept the attornment of Nordstrom thereafter as Fee Owner's direct tenant under the Nordstrom Sublease, which shall become a direct lease between Fee Owner and Nordstrom), (ii) recognize the rights of Nordstrom under the Nordstrom Definitive Documents, and (iii) be bound to Nordstrom under all the terms, covenants and provisions of the Nordstrom Definitive Documents for the remainder of the term thereof (including the renewal periods, if Nordstrom elects or has elected to exercise its options to extend the term of the Nordstrom Sublease) and Fee Owner hereby agrees to assume and perform such terms, covenants and provisions and Nordstrom shall from and after the date Fee Owner succeeds to the interest of "Landlord" under the Nordstrom Sublease, have the same remedies against Fee Owner for the breach of any covenant in any Nordstrom Definitive Document that Nordstrom might have had under such Nordstrom Definitive Document against Developer if Fee Owner had not succeeded to the interest of Developer; provided that Fee Owner shall not be responsible (a) for any action or inaction of Developer under any Nordstrom Definitive Document, or (b) to cure any default by Developer under any Nordstrom Definitive Document that occurred or commenced before termination of the Airspace Lease, except that, subject to the last paragraph of this Article 1, Fee Owner shall be responsible for the completion of all work required to fulfill Developer's obligations to construct and Operate the Shopping Center as described in the Nordstrom Sublease;

B. Nordstrom shall (i) attorn to Fee Owner thereafter, (ii) recognize Fee Owner as landlord under the Nordstrom Sublease and as the successor to all the rights of Developer under the Nordstrom Definitive Documents, and (iii) be bound to Fee Owner under all terms, covenants

and provisions of the Nordstrom Definitive Documents for the remainder of the term of the Nordstrom Sublease (including the renewal periods, if Nordstrom elects or has elected to exercise its options to extend the term), and Nordstrom hereby agrees to assume and perform such terms, covenants, and provisions of the Nordstrom Definitive Documents, and Fee Owner shall from and after the date Fee Owner succeeds to the interest of "Landlord" under the Nordstrom Sublease have the same remedies against Nordstrom for the breach of any covenant in any Nordstrom Definitive Document that Developer might have had under such Nordstrom Definitive Document against Nordstrom if Fee Owner had not succeeded to Developer's interest;

C. Unless Nordstrom has been finally adjudicated to be in default under any one or more of the Nordstrom Definitive Documents, Nordstrom shall not be named or joined in any action or proceeding by Fee Owner under the Airspace Lease to recover possession from Developer;

D. Nordstrom waives any right to treat any Nordstrom Definitive Document as being terminated or cut off, or to elect to terminate any Nordstrom Definitive Document or surrender the premises demised under the Nordstrom Sublease, as the result of any Airspace Lease Termination;

E. On the date of any Airspace Lease Termination, Developer shall assign (and by the execution hereof does assign), effective upon such termination, to Fee Owner all of Developer's right, title, and interest under and pursuant to the Nordstrom Sublease, the REA (as it relates to Nordstrom), and the Supplemental Agreement; and

F. Fee Owner and Nordstrom shall each execute such confirmatory instruments as either reasonably requests to implement and confirm the attornment and nondisturbance provided for above.

Fee Owner shall not be bound to complete the Shopping Center if Fee Owner notifies Nordstrom, within thirty (30) days after the date Fee Owner notifies Developer that Fee Owner is terminating the Airspace Lease, that Fee Owner will not complete the Shopping Center. If Fee Owner gives such notice to Nordstrom, then: (a) Fee Owner shall have no liability for failure to complete the Shopping Center (but this shall not limit any express liabilities or obligations of Fee Owner under documents to which Fee Owner is a party upon such occurrence); and (b) Nordstrom shall have the right, by giving written notice to Fee Owner, to terminate the Nordstrom Sublease. Nordstrom must give such notice to Fee Owner, if at all, within six (6) months after receipt of Fee Owner's notice that it will not complete the Shopping Center. If Nordstrom terminates the Nordstrom Sublease pursuant to this paragraph, Developer and Fee Owner, jointly and severally, shall reimburse Nordstrom for all design and construction costs incurred by Nordstrom in connection with the design and construction of the Nordstrom Building and any other improvements constructed by Nordstrom for the Developer on the Shopping Center less the amount of the Capital Contribution actually received by Nordstrom pursuant to the terms of the Supplemental Agreement.

**ARTICLE 2
REDIRECTION NOTICES**

If Fee Owner notifies Nordstrom in writing that Developer is in default under the Airspace Lease and that Fee Owner has the right to terminate the Airspace Lease, then Fee Owner may direct Nordstrom to pay all rentals and other amounts due under the Nordstrom Sublease to Fee Owner instead of to Developer (a "*Redirection Notice*"). Nordstrom shall comply with any Redirection Notice until Fee Owner retracts it in writing or a court of competent jurisdiction directs Nordstrom otherwise. Nordstrom shall have no duty or right to: (a) investigate or verify the validity of or basis for any Redirection Notice; or (b) wait for any order of court, appointment of receiver, or other act or event before complying with any Redirection Notice. By signing below, Developer agrees to hold Nordstrom harmless from all claims by Developer against Nordstrom arising from Nordstrom's compliance with any Redirection Notice, including expenses and attorneys' fees.

**ARTICLE 3
LIMITATION OF LIABILITY**

Notwithstanding anything to the contrary in this Agreement, Fee Owner's liability under this Agreement and the Nordstrom Definitive Documents (and any liability of Fee Owner's parent(s), subsidiary(ies), or affiliated corporations or other entities), and any of their constituent partners, joint venturers, or tenants-in-common, for damages or otherwise, shall be enforceable only against, and shall not extend beyond, their interests in the real property demised under the Airspace Lease. No property or assets whatsoever, except Fee Owner's interest in such real property (including the proceeds thereof), shall be subject to levy, execution or any other enforcement procedure for the satisfaction of any remedies (monetary or otherwise) of Nordstrom arising under or in connection with this Agreement or any Nordstrom Definitive Document. No shareholder, officer, member, manager, director, agent, or employee of any party to this Agreement shall have any liability under this Agreement.

**ARTICLE 4
TIME HONORED STANDARDS**

Fee Owner and Developer have reviewed the plans for the exterior of the "Nordstrom Building" (as that term is defined in the Nordstrom Sublease and the REA) and both Fee Owner and Developer acknowledge that the design of the exterior of the Nordstrom Building meets the "Time Honored Standards" (as that term is defined in the Nordstrom Sublease and the REA) and that future alterations to the Nordstrom Building that are consistent with the quality and character of the exterior design of the Nordstrom Building will likewise meet the Time Honored Standards

**ARTICLE 5
GENERAL COVENANTS**

Fee Owner shall furnish simultaneously to Nordstrom a copy of any notice sent to Developer under the Airspace Lease relating to or affecting Nordstrom or relating to Developer's maintenance or operation of the Common Areas of the property subject to the Airspace Lease, and shall advise Nordstrom in writing upon the expiration or termination of the Airspace Lease

for any cause. Nordstrom shall furnish simultaneously to Fee Owner a copy of any notice sent to Developer under any Nordstrom Definitive Document, and shall advise Fee Owner in writing upon the expiration or termination of the Nordstrom Sublease for any cause. Wherever in this Agreement or in any Nordstrom Definitive Document a party hereto shall be required or permitted to serve a notice or demand on any party, such notice or demand shall be given or served as hereinafter provided.

Notices shall be sent to:

Fee Owner: City Creek Reserve, Inc.
15 East South Temple, Room 800
Salt Lake City, Utah 84150
Attention: President

with a copy to:

Office of General Counsel
The Church of Jesus Christ of Latter-day Saints
50 East North Temple Street
Salt Lake City, UT 84150-5100
Attention: Associate General Counsel -
Domestic

Developer: City Creek Center Associates LLC
c/o The Taubman Company
200 East Long Lake Road, Suite 300
Bloomfield Hills, Michigan 48303 0200
Attention: William S. Taubman

with a copy to:

Richard J. Burstein, Esquire
Honigman Miller Schwartz and Cohn LLP
38500 Woodward Avenue, Suite 100
Bloomfield Hills, Michigan 48304-5048

Nordstrom: Nordstrom, Inc.
1700 Seventh Avenue, Suite 1000
Seattle, WA 98101-4407
Attention: Real Estate Notices

and such other places as hereafter shall be designated in writing by the respective parties. Such notice shall be mailed by United States registered or certified mail, return receipt requested, postage prepaid, or by overnight Federal Express or similar overnight delivery service.

Fee Owner agrees to and does hereby waive and relinquish any and all rights or remedies against Nordstrom, pursuant to any lien, statutory or otherwise, that it may have against the property, goods or chattels of Nordstrom in or on the premises demised to Nordstrom under the Nordstrom Sublease, except as provided Developer under the Nordstrom Sublease.

There shall be no merger of the Nordstrom Sublease nor the subleasehold estate created thereby with the fee estate or any other leasehold estate in the premises or any part thereof by reason of the fact that the same person may acquire or own or hold directly or indirectly: (i) the Nordstrom Sublease or the subleasehold estate created thereby and (ii) any other leasehold estate or the fee estate in the property demised under and pursuant to the Nordstrom Sublease or any part thereof or any interest therein, unless and until all persons (including all mortgagees) having any interest in any of the foregoing estates shall execute, deliver and record a written instrument effecting such merger.

The agreements herein contained shall bind and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns and shall be deemed covenants running with the land.

(signatures begin on the following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement For Recognition, Nondisturbance and Attornment Under Lease as of the day and year first above written.

WITNESSES:

CITY CREEK RESERVE, INC.
a Utah non-profit corporation

Carol K. Gillo
Diane Tuel

By: *Mark B. Gibbons*
Its: *M.B.G.*
Mark B. Gibbons, President
"Developer"

STATE OF UTAH)
)ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 13th day of July, 2010, by Mark B. Gibbons, the president of CITY CREEK RESERVE, INC., a Utah non-profit corporation.

Sarahi D. Soperanez
Notary Public



WITNESSES:

CITY CREEK CENTER ASSOCIATES LLC,
a Delaware limited liability company

Susan H. Miller
Teresa L. Dreer

By: [Signature]
Stephen J. Kieras
Its: Authorized Signatory

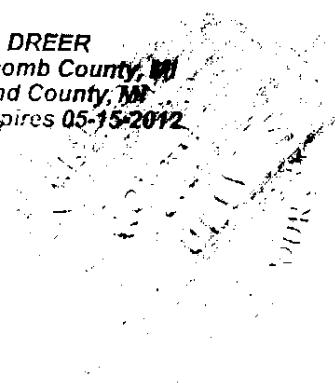
"Developer"

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 8th day of July, 2010, by Stephen J. Kieras, the Authorized Signatory of **CITY CREEK CENTER ASSOCIATES LLC**, a Delaware limited liability company.

Teresa L. Dreer
Notary Public

TERESA L. DREER
Notary Public, Macomb County, MI
Acting in Oakland County, MI
My Commission Expires 05-15-2012



WITNESSES:

Mary F. Kendall
Spencer M. Jackson

NORDSTROM, INC.,
a Washington corporation

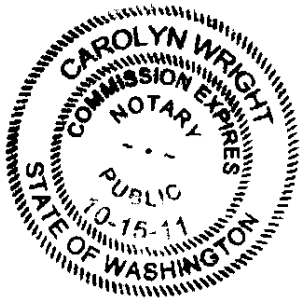
By: David Lindsey
John Dolson David Lindsey
Its: Vice President

"Nordstrom"

STATE OF WASHINGTON)
)ss
COUNTY OF KING)

David Lindsey The foregoing instrument was acknowledged before me this 19th day of July, 2010, by John Dolson, the Vice President of NORDSTROM, INC., a Washington corporation

Carolyn Wright
Notary Public



**GUARANTY
OF
THE TAUBMAN REALTY GROUP LIMITED PARTNERSHIP**

THE TAUBMAN REALTY GROUP LIMITED PARTNERSHIP, a Delaware limited partnership authorized to do business in the State of New York, hereby unconditionally and absolutely guarantees the obligations of Developer under the last paragraph of Article 1 of this Agreement for Recognition, Nondisturbance and Attornment Under Lease.

WITNESSES:

Sean K. Miller
Teresa L. Dreer

THE TAUBMAN REALTY GROUP LIMITED PARTNERSHIP,

a Delaware limited partnership

Its: General Partner

By:

Stephen J. Kieras

Its: Authorized Signatory

"Developer"

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 8th day of July, 2010, by Stephen J. Kieras, the Authorized Signatory of **THE TAUBMAN REALTY GROUP LIMITED PARTNERSHIP**, a Delaware limited partnership.

Teresa L. Dreer
Notary Public

TERESA L. DREER
Notary Public, Macomb County, MI
Acting in Oakland County, MI
My Commission Expires 05-15-2012

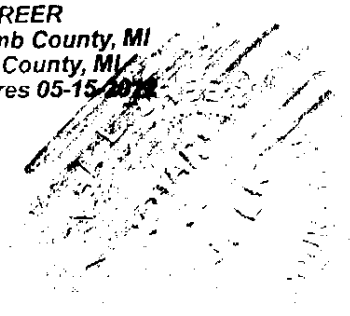


EXHIBIT A
LEGAL DESCRIPTION – NORDSTROM PARCEL
(Revised 3/27/2010)

NORDSTROM PARCEL

BEGINNING AT A POINT THAT IS S00°01'22"E 172.16 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4319.06 AND ABOVE AND RUNNING EAST 220.07 FEET; THENCE SOUTH 280.58 FEET; THENCE N89°59'41"W 219.96 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET; THENCE N00°01'22"W ALONG SAID EAST RIGHT OF WAY LINE 280.56 FEET TO THE POINT OF BEGINNING.

CONTAINS 61,727.75 SQ. FT. OR 1.42 ACRES.

TOGETHER WITH SUB LEVEL 98'-8" (BELOW NORDSTROM):

BEGINNING AT A POINT THAT IS S00°01'22"E 172.16 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4318.65 TO ELEVATION 4319.06 AND RUNNING EAST 220.07 FEET; THENCE SOUTH 280.58 FEET; THENCE N89°59'41"W 219.96 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET; THENCE N00°01'22"W ALONG SAID EAST RIGHT OF WAY LINE 280.56 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH NORDSTROM ENTRY AREA – REVISED 3-27-10:

BEGINNING AT A POINT THAT IS S00°01'22"E 241.99 FEET AND EAST 0.37 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE SALT LAKE CITY DATUM ELEVATION 4305.58 TO ELEVATION 4318.65 AND RUNNING EAST 1.83 FEET; THENCE SOUTH 7.17 FEET; THENCE EAST 8.25 FEET; THENCE SOUTH 10.00 FEET; THENCE EAST 9.67 FEET; THENCE SOUTH 22.17 FEET; THENCE EAST 6.67 FEET; THENCE SOUTH 17.83 FEET; THENCE EAST 8.08 FEET; THENCE SOUTH 34.17 FEET; THENCE WEST 22.67 FEET; THENCE SOUTH 6.96 FEET; WEST 1.67 FEET; THENCE SOUTH 7.00 FEET; THENCE EAST 1.67 FEET; THENCE SOUTH 31.71 FEET; THENCE WEST 9.96 FEET; THENCE SOUTH 11.42 FEET; THENCE WEST 1.88 FEET; THENCE NORTH 28.25 FEET; THENCE EAST 0.67 FEET; THENCE NORTH 34.00 FEET; THENCE EAST 2.56 FEET; THENCE NORTH 27.75 FEET; THENCE WEST 2.73 FEET; THENCE NORTH 9.17 FEET; THENCE WEST 0.50 FEET; THENCE NORTH 49.25 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH NORDSTROM WEST FACE OF BUILDING:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF WEST TEMPLE STREET SAID POINT IS S00°01'22"E 177.16 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE TOP OF AN EXISTING SIDEWALK AT THE SALT LAKE CITY DATUM ELEVATION 4307.33 TO ELEVATION 4318.65 AND RUNNING EAST 3.48 FEET AT ELEVATION 4307.33; THENCE SOUTH 47.75 FEET TO ELEVATION 4306.67; THENCE WEST 2.42 FEET AT ELEVATION 4306.67; THENCE SOUTH 17.08 FEET TO ELEVATION 4306.43; THENCE WEST 0.67 FEET AT ELEVATION 4306.43; THENCE SOUTH 49.25 FEET TO ELEVATION 4305.75; THENCE EAST 0.50 FEET AT ELEVATION 4305.75; THENCE SOUTH 9.17 FEET TO ELEVATION 4305.63; THENCE EAST 2.73 FEET AT ELEVATION 4305.63; THENCE SOUTH 27.75 FEET TO ELEVATION 4305.57; THENCE WEST 2.56 FEET AT ELEVATION 4305.57; THENCE SOUTH 34.00 FEET TO ELEVATION 4305.17; THENCE WEST 0.67 FEET AT ELEVATION 4305.17; THENCE SOUTH 28.25 FEET TO A POINT AT THE NORTH END OF A PARKING ENTRANCE AT ELEVATION 4304.83; THENCE EAST 2.67 FEET AT ELEVATION 4304.83; THENCE VERTICAL TO ELEVATION 4313.46; THENCE CONTINUING HORIZONTALLY ALONG THE TOP OF SAID PARKING ENTRANCE SOUTH 27.50 FEET AT SAID ELEVATION 4313.46 TO THE SOUTH END OF SAID PARKING ENTRANCE; THENCE VERTICAL TO ELEVATION 4304.46; THENCE WEST 1.25 FEET AT ELEVATION 4304.46; THENCE SOUTH 34.81 FEET TO ELEVATION 4304.91; THENCE WEST 1.71 FEET AT ELEVATION 4304.91; THENCE N00°01'22"W TO THE SOUTH END OF SAID PARKING ENTRANCE 34.81 FEET TO ELEVATION 4304.46; THENCE VERTICAL TO ELEVATION 4313.46; THENCE CONTINUING HORIZONTALLY ALONG THE TOP OF SAID PARKING ENTRANCE N00°01'22"W 27.50 FEET AT SAID ELEVATION 4313.46 TO THE NORTH END OF SAID PARKING ENTRANCE; THENCE VERTICAL TO ELEVATION 4304.83; THENCE N00°01'22"W 62.25 FEET TO ELEVATION 4305.57; THENCE N00°01'22"W 27.75 FEET TO ELEVATION 4305.63; THENCE N00°01'22"W 123.25 FEET TO ELEVATION 4307.33 AND THE POINT OF BEGINNING.

TOGETHER WITH NORDSTROM NORTH FACE OF BUILDING:

BEGINNING AT A POINT THAT IS S00°01'22"E 172.16 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE TOP OF AN EXISTING SIDEWALK AT THE SALT LAKE CITY DATUM ELEVATION 4307.33 TO ELEVATION 4318.65 AND RUNNING EAST 15.33 FEET TO ELEVATION 4307.75; THENCE VERTICAL TO ELEVATION 4308.24; THENCE EAST 23.03 FEET TO ELEVATION 4314.80; THENCE EAST 181.70 FEET TO ELEVATION 4316.00; THENCE SOUTH 3.67 FEET AT ELEVATION 4316.00; THENCE WEST 30.00 FEET AT ELEVATION 4316.00; THENCE NORTH 1.17 FEET AT ELEVATION 4316.00; THENCE WEST 63.00 FEET TO ELEVATION 4315.31; THENCE SOUTH 3.25 FEET AT ELEVATION 4315.31; THENCE WEST 27.00 FEET TO ELEVATION 4315.32; THENCE NORTH 3.25 FEET AT ELEVATION 4315.32; THENCE WEST 62.25 FEET TO ELEVATION 4314.80; THENCE WEST 0.75 FEET TO ELEVATION 4314.65; THENCE SOUTH 2.50 FEET AT ELEVATION 4314.65; THENCE WEST 21.74 FEET TO

ELEVATION 4308.24; THENCE VERTICAL TO ELEVATION 4307.75; THENCE WEST 15.33 FEET TO ELEVATION 4307.33; THENCE N00°01'22"W 5.00 FEET AT ELEVATION 4307.33 TO THE POINT OF BEGINNING.

TOGETHER WITH NORDSTROM SOUTHWEST STAIRWELL 2- REVISED 3-27-10:

BEGINNING AT A POINT THAT IS S00°01'22"E 450.91 FEET AND EAST 1.71 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE TOP OF AN EXISTING SIDEWALK AT THE SALT LAKE CITY DATUM ELEVATION 4304.75; THENCE VERTICAL TO ELEVATION 4302.50; THENCE EAST 6.08 FEET AT ELEVATION 4302.50; THENCE VERTICAL TO ELEVATION 4303.15; THENCE EAST 7.42 FEET TO ELEVATION 4307.55; THENCE EAST 5.71 FEET AT ELEVATION 4307.55; THENCE NORTH 12.25 FEET AT ELEVATION 4307.55; THENCE WEST 5.71 FEET AT ELEVATION 4307.55; THENCE WEST 7.42 FEET TO ELEVATION 4312.18; THENCE WEST 6.08 FEET AT ELEVATION 4312.18; THENCE SOUTH 12.25 FEET AT ELEVATION 4312.18; THENCE EAST 6.08 FEET AT ELEVATION 4312.18; THENCE NORTH 6.33 FEET AT ELEVATION 4312.18; THENCE EAST 7.42 FEET TO ELEVATION 4307.55; THENCE WEST 7.42 FEET TO ELEVATION 4303.15; THENCE VERTICAL TO ELEVATION 4302.50; THENCE WEST 6.08 FEET AT ELEVATION 4302.50; THENCE VERTICAL TO ELEVATION 4304.79; THENCE SOUTH ALONG THE TOP OF SAID EXISTING SIDEWALK 6.33 FEET TO ELEVATION 4304.75 AND THE POINT OF BEGINNING.

THE IMMEDIATELY PRECEDING VOLUME OF SPACE INCLUDES ONLY THE AIR SPACE BETWEEN THE STATED ELEVATIONS AND ELEVATION 4318.65.

TOGETHER WITH NORDSTROM NORTHWEST STAIRWELL 3 REVISED 3-27-10:

BEGINNING AT A POINT THAT IS S00°01'22"E 177.16 FEET AND EAST 5.11 FEET FROM THE NORTHWEST CORNER OF BLOCK 76, PLAT "A", SALT LAKE CITY SURVEY, SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE AND MERIDIAN AT THE TOP OF AN EXISTING SIDEWALK AT THE SALT LAKE CITY DATUM ELEVATION 4307.51; THENCE VERTICAL TO ELEVATION 4305.55; THENCE SOUTH 5.75 FEET AT ELEVATION 4305.55; THENCE SOUTH 9.77 FEET TO ELEVATION 4310.98; THENCE SOUTH 4.70 FEET AT ELEVATION 4310.98; THENCE EAST 10.58 FEET AT ELEVATION 4310.98; THENCE NORTH 4.70 FEET AT ELEVATION 4310.98; THENCE NORTH 6.98 FEET TO ELEVATION 4316.12; THENCE NORTH 8.54 FEET AT ELEVATION 4316.12; THENCE WEST 10.58 FEET AT ELEVATION 4316.12; SOUTH 8.54 FEET AT ELEVATION 4316.12; THENCE EAST 5.38 FEET AT ELEVATION 4316.12; THENCE SOUTH 6.98 FEET TO ELEVATION 4310.98; THENCE NORTH 9.77 FEET TO ELEVATION 4305.55; THENCE NORTH 5.75 FEET AT ELEVATION 4305.55; THENCE VERTICAL TO ELEVATION 4307.65; THENCE WEST 5.38 FEET TO ELEVATION 4307.51 AND THE POINT OF BEGINNING.

THE IMMEDIATELY PRECEDING VOLUME OF SPACE INCLUDES ONLY THE AIR SPACE BETWEEN THE STATED ELEVATIONS AND ELEVATION 4318.65.

AFFECTS THE FOLLOWING TAX ID NUMBERS, OR A PORTION THEREOF:

15-01-227-058-0000