

After recording please return to:

TARGET CORPORATION
Target Properties
1000 Nicollet Mall, TPN-12
Minneapolis, MN 55403
Attn: Real Estate Portfolio Management /
T1752 Sandy, UT

13602403
3/18/2021 4:37:00 PM \$40.00
Book - 11139 Pg - 3238-3253
RASHELLE HOBBS
Recorder, Salt Lake County, UT
JONATHAN RUDD ATTY
BY: eCASH, DEPUTY - EF 16 P.

tax id # 27-12-470-035

**FIRST AMENDMENT
TO
DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS**

THIS FIRST AMENDMENT TO DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS (this "*First Amendment*") is made and entered into as of the 12 day of October, ~~2019~~²⁰²⁰ by and among ST MALL OWNER, LLC, a Delaware limited liability company ("*ST Mall Owner*"), CENTENNIAL PARK PARTNERS, LLC, a Utah limited liability company ("*Centennial*"), and TARGET CORPORATION, a Minnesota corporation ("*Target*").

RECITALS

A. Reference is made to that certain Declaration of Restrictions and Grant of Easements dated May 17, 2001, and recorded in the Salt Lake County Recorder's Office on May 18, 2001, as Entry No. 7900119 in Book 8458 at Pages 7489-7512 (the "*Declaration*"), which was executed by Macerich ST Marketplace Limited Partnership, a California limited partnership, and Sandy City Corporation, a Utah municipal corporation.

B. ST Mall Owner is the successor in interest to Macerich ST Marketplace Limited Partnership under the Declaration and is the fee owner of the Shopping Center Parcel as of the date hereof. A legal description of the Shopping Center Parcel is attached hereto as Exhibit A-1.

C. Centennial is the successor in interest to Sandy City Corporation under the Declaration and is the current Outparcel Owner under the Declaration as the fee owner of the Outparcel as of the date hereof. A legal description of the Outparcel is attached hereto as Exhibit A-2.

D. As of the date hereof, Target continues to be a tenant of the Shopping Center and the Operation and Easement Agreement remains in effect, as contemplated by Section 11.5 (Modification/Amendment of Declaration) of the Declaration.

E. Outparcel Owner has requested certain changes to the Declaration to permit its desired residential development on the Outparcel.

F. ST Mall Owner and the Outparcel Owner, with the consent of Target as set forth below, now desire to enter into this First Amendment to amend the Declaration as more particularly provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereby agree that the Declaration is amended as follows:

1. Defined Terms. Unless expressly defined in this First Amendment, all initially capitalized terms used herein shall have the respective meanings given them in the Declaration.

2. Height Restriction. Notwithstanding Section 2.2(a) of the Declaration, if the Outparcel Improvements are primarily used for residential or office use, then the Maximum Height shall be eighty (80) feet in height.

3. Residential Use on Outparcel.

(A) Waiver of Claims. Without in any way implying that Outparcel Owner or any other person or entity has or may have any claim, right or remedy, Outparcel Owner, on behalf of itself, its successors and assigns, and its and their residents, tenants, agents, occupants and other users of the Outparcel and/or Outparcel Improvements, hereby waives all claims relating to, and waives any right or remedy to object to, the retail or other commercial use on the Shopping Center Parcel from time to time permitted under the Operation and Easement Agreement that could potentially be inconsistent with or conflict in any manner with residential use of the Outparcel and/or Outparcel Improvements. Such waiver includes, without limitation, claims, rights and remedies under the zoning ordinance of the City of Sandy, Utah, and on the basis of public or private nuisance or trespass. Further, Outparcel Owner, on behalf of itself, its successors and assigns, and its and their residents, tenants, agents, occupants and other users of the Outparcel and/or Outparcel Improvements, acknowledges and agrees that any residential use on the Outparcel and/or Outparcel Improvements is intentionally and knowingly locating immediately adjacent to retail and commercial operations that will vary in intensity from time to time and may include lighting, noise and other activities that may be heard or viewed within such residential use at any time of day or night.

(B) Adjoining Commercial Use Addendum. Prior to any occupancy of any residential unit on the Outparcel and/or Outparcel Improvements, Outparcel Owner shall obtain an executed Adjoining Commercial Use Addendum in the form attached hereto as Exhibit B, and by this reference made a part hereof, from such occupant ("**Occupant Waiver**"). If any dispute arises between Target and/or ST Mall Owner and an occupant of the Outparcel and/or Outparcel Improvements, Target and/or ST Mall Owner may request a copy of the Occupant Waiver applicable to such occupant and Outparcel Owner shall provide a copy of the executed Occupant Waiver relating to such occupant to Target and/or ST Mall Owner within five (5) business days of a request therefor. If Outparcel Owner does not provide the requested Occupant Waiver within such five (5) business day period, then Outparcel Owner shall indemnify, protect, defend, and hold Target and ST Mall Owner harmless from and against all claims, liabilities, actions,

proceedings and costs (including reasonable attorneys' fees) arising out of any Adverse Residential Action (as defined in the Adjoining Commercial Use Addendum) by such occupant (or any other person that would be covered by the requested Occupant Waiver).

(C) Owner's Association. If any part of the Outparcel and/or Outparcel Improvements is developed into a condominium, co-operative, townhouse, common interest community, or similar regime, then (i) the provisions of the Declaration, as may be amended, shall also be binding upon and may be enforced jointly and severally against each owner of a residential unit and/or the owners' association for such community and (ii) the owners association for such community shall be the party referred to as "Outparcel Owner" to the Declaration with respect to such residential property, shall represent and act for and on behalf of all owners within such residential development, and shall be deemed the entity authorized to join in the execution of amendments to the Declaration for the entirety of such residential property.

(D) Notice to Residents. Prior to the fee conveyance of any portion of the Outparcel and/or Outparcel Improvements for residential use, the party conveying such property shall provide the buyer with a notice containing a copy of Section 3 of this First Amendment.

4. Use of Outparcel. In addition to the provisions of Article III of the Declaration, no part of the Outparcel or Outparcel Improvements shall be used for any of the following purposes, which shall be solely for the benefit of and enforceable by Target (and Target's successors and assigns in the Shopping Center):

(a) Any firearms testing or firing range, or the sale or display of any type of firearms or ammunition;

(b) Any toy store;

(c) Any health spa, fitness center or workout facility exceeding 5,000 square feet of Floor Area, other than as part of a residential use on the Outparcel and not open to the general public;

(d) Any training or educational facility, including: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers

(e) Any store, department or operation of any size selling or offering for sale any pharmaceutical drugs requiring the services of a licensed pharmacist;

(f) Any gas station and/or other facility that dispenses gasoline, diesel or other petroleum products as fuel;

(g) Any automotive service/repair station, or any facility that both sells and installs any lubricants, tires, batteries, transmissions, brake pads/shoes or any other similar vehicle accessories;

(h) Any operation offering the sale of alcoholic beverages for off-premises consumption;

(i) Any grocery store, supermarket, convenience store or other store, or department within a store, for the sale of food and/or beverages;

(j) Any "dollar" (or any increment of a dollar) store or other similar variety discount type store;

(k) Any department store, discount department store or junior department store;

(l) Any Membership Wholesale Club. "Membership Wholesale Club" means a general merchandise store that sells merchandise in bulk and limits sales to individuals, businesses, or organizations who have purchased a membership in order to shop at the store;

(m) Any lockers, lock-boxes or other type of storage system that is used to receive or store merchandise from a catalog or online retailer, provided, however, the foregoing does not prohibit any delivery facilities operated by the United States Postal Service, FedEx, UPS or similar providers for residents of the Outparcel;

(n) Any store, or department within a store, operated as a fulfillment center in connection with receiving, storing or distributing merchandise from a catalog or online retailer;

(o) Any beauty specialty store or beauty-retail concept store such as those operated on the date of this agreement under the trade name ULTA or Sephora;

(p) Any medical clinic, urgent care clinic, emergency rooms or similar medical use, which includes, for purposes hereof, any use that includes the regular use of public ambulance services (provided, the foregoing does not prohibit the periodic use of private ambulance services for the transfer of patients); any blood banks or plasma centers; any clinics primarily devoted to performing abortions; and any drug treatment or drug rehabilitation centers.

(q) Any establishment producing, storing, selling or distributing Marijuana Products by prescription, medical recommendation or otherwise. "Marijuana Products" means marijuana or products for human consumption (including food and beverages) containing marijuana, THC or similar intoxicating derivatives, chemicals or substances, whether natural or synthetic.

5. Retail/Commercial Use. All occupants operating retail sales, Retail Office (defined below), Restaurant, or other commercial uses offering sales or services to the general public (each a "**Commercial User**" and collectively "**Commercial Users**") on the Outparcel must be located on the ground level of the Outparcel Improvements. No single Commercial User shall exceed six thousand (6,000) square feet of Floor Area. If the Outparcel and/or Outparcel Improvements are primarily used for residential or office use, then (a) there shall be no more than seven (7) Commercial Users on the Outparcel and (b) the total aggregate Floor Area on the Outparcel used by Commercial Users shall not exceed fifteen thousand (15,000) square feet. Section 3.2(q) of the Declaration is hereby amended by deleting "exceeding 15,000 square feet

of Floor Area” therefrom. “**Retail Office**” means an office which provides services directly to consumers, including financial institutions, real state, stock brokerage and title companies, and travel and insurance agencies.

6. New Freestanding Signage. Pursuant to a separate agreement between Target and ST Mall Owner, Target may pay certain costs and expenses relating to the development of a new shared freestanding sign on the Shopping Center Parcel (“**Target Sign Expenses**”). As consideration to Target to enter into this First Amendment, Outparcel Owner shall reimburse Target for Fifty Five Thousand Dollars (\$55,000.00) of the Target Sign Expenses (“**Outparcel Payment**”) upon the earlier of (a) the date Outparcel Owner receives the proceeds of its construction loan relating to the initial development of the Outparcel Improvements and (b) the date that is two (2) years from the date of this First Amendment. If Outparcel Owner fails to make the Outparcel Payment as required by this Section 6, then, in addition to all rights and remedies Target may have at law, in equity, and otherwise relating to such failure, Target may elect to terminate this First Amendment. The Outparcel Payment shall be made regardless of whether Target has made any direct payment to ST Mall Owner relating to signage.

7. Architectural Style. The exterior of the Outparcel Improvements shall be consistent with the general architectural style of the Shopping Center and the Cairns District design guidelines adopted by Sandy City (without waiver or variance), as such compliance is determined by Sandy City.

8. Expiration of Declaration. Notwithstanding Article IX of the Declaration, the Declaration shall expire and be of no further force and effect, without action by any party, on the date which is fifty (50) years from this First Amendment.

9. Conflicts/Ratification. If there is any conflict between the provisions of the Declaration and this First Amendment, the provisions of this First Amendment will control. Except as amended and supplemented by this First Amendment, the Declaration is ratified by the parties and remains in full force and effect. Each of the parties represents and warrants that it has the full capacity, right, power and authority to execute, deliver and perform this First Amendment, and all required actions, consents and approvals therefor have been duly taken and obtained. Furthermore, each of the parties represents and warrants that upon full execution of this First Amendment, the Declaration as amended by this First Amendment will be binding on all parties with any interest in its respective parcel, including the holder of any mortgagee’s interest.

10. Entire Agreement. This First Amendment constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements pertaining thereto.

11. Captions. The captions set forth herein are for convenience only and are not a part of this First Amendment.

12. Counterparts. To facilitate execution, this First Amendment may be executed and acknowledged in as many identical counterparts as may be required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to

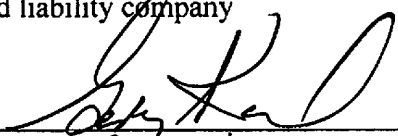
bind any party, appear on each counterpart. All counterparts, taken together, shall collectively constitute a single instrument. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

[Remainder of page intentionally left blank. Signature pages follow immediately.]

SIGNATURE PAGE
TO
FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS

IN WITNESS WHEREOF, the undersigned has executed this First Amendment effective as of the day and year first above written.

ST MALL OWNER, LLC, a Delaware
limited liability company

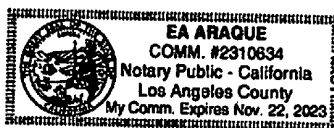
By: 
Name: Gary Karl
Title: Authorized Signatory

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On 10/12/2020, ~~2019~~, before me, a Notary Public in and for the above-named state, personally appeared Gary Karl, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the foregoing instrument.




Notary Public



SIGNATURE PAGE
TO
FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS

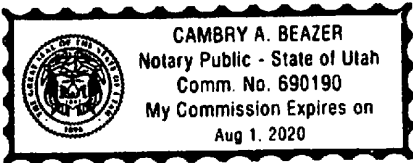
IN WITNESS WHEREOF, the undersigned has executed this First Amendment effective as of the day and year first above written.

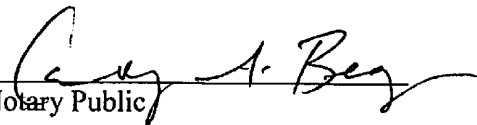
CENTENNIAL PARK PARTNERS, LLC, a
Utah limited liability company

By: 
Name: Russell Larson
Title: Manager

STATE OF Utah)
)ss.
COUNTY OF UTAH)

The foregoing instrument was acknowledged before me this 3rd day of July 2019 by Russell Ellis Larson, a Manager of Centennial Park Partners, LLC, a Utah limited liability company.





Notary Public

SIGNATURE PAGE
TO
FIRST AMENDMENT TO
DECLARATION OF RESTRICTIONS AND GRANT OF EASEMENTS

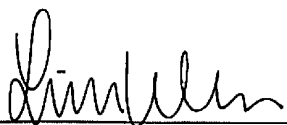
IN WITNESS WHEREOF, the undersigned has executed this First Amendment effective as of the day and year first above written.

TARGET CORPORATION,
a Minnesota corporation

By: 
Name: Laurie Mahowald
Title: Vice President
Target Corporation

STATE OF Minnesota)
)ss.
COUNTY OF Hennepin)

On September 20, 2019, before me, a Notary Public in and for the above-named state, personally appeared Laurie Mahowald, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the foregoing instrument.


Notary Public

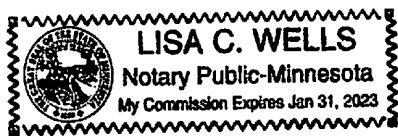


EXHIBIT A-1

DESCRIPTION OF SHOPPING CENTER PARCEL

(See attached.)

**LEGAL DESCRIPTION
MARKETPLACE SUBDIVISION
LOT 2**

BEGINNING at a point on the westerly right of way line of State Street, which point is North $89^{\circ}50'56''$ East, 41.33 feet from the Northeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing being South $00^{\circ}01'50''$ East 2599.11 feet along the monument line of State Street between the monuments found marking the intersections of 10600 South and 10200 South Streets), said Northeast corner of Section 13 being South $89^{\circ}53'20''$ West, 92.33 feet from the monument at the intersection of 10200 south and State Streets, and running thence South $00^{\circ}01'50''$ East along said westerly right of way line for 583.24 feet; thence South $00^{\circ}50'43''$ East along said line for 70.31 feet; thence South $00^{\circ}01'50''$ East along said line for 53.16 feet to the northerly line of an access road and a point on a 25.00 foot radius curve to the right; thence running along said northerly line the next five courses, Southwesterly 21.60 feet along the arc of said curve through a central angle of $49^{\circ}30'41''$ (chord bearing and distance of South $65^{\circ}15'40''$ West - 20.94 feet); thence North $89^{\circ}59'00''$ West for 192.15 feet to the point of tangency with a 306.00 foot radius curve to the left; thence southwesterly 162.31 feet along the arc of said curve through a central angle of $30^{\circ}23'31''$ (chord bearing and distance of South $74^{\circ}49'14''$ West - 160.42 feet); thence South $59^{\circ}37'30''$ West for 74.04 feet to the point of tangency with a 25.00 foot radius curve to the right; thence northwesterly 37.15 feet along the arc of said curve through a central angle of $85^{\circ}08'19''$ (chord bearing and distance of North $77^{\circ}48'20''$ West - 33.82 feet) to the point of tangency with a 758.00 foot radius curve to the left and being the north line of the South Towne Mall Ring Road; thence northwesterly 712.45 feet along the arc of said curve through a central angle of $53^{\circ}51'11''$ along said line (chord bearing and distance of North $62^{\circ}09'46''$ West - 686.52 feet); thence North $00^{\circ}00'36''$ East for 651.39 feet to a point on a 45.00 foot radius curve to the left; thence Easterly 15.90 feet along the arc of said curve through a central angle of $20^{\circ}14'42''$ (chord bearing and distance of South $79^{\circ}42'52''$ East - 15.82 feet); thence South $89^{\circ}50'14''$ East for 72.06 feet to the point of tangency with a 33.00 foot radius curve to the left; thence Northeasterly 25.06 feet along the arc of said curve through a central angle of $43^{\circ}31'06''$ (chord bearing and distance of North $68^{\circ}24'13''$ East - 24.47 feet); thence North $00^{\circ}00'00''$ East for 585.21 feet; thence South $65^{\circ}32'54''$ West for 58.00 feet to the point of tangency with a 70.00 foot radius curve to the right; thence Southwesterly 30.93 feet along the arc of said curve through a central angle of $25^{\circ}18'45''$ (chord bearing and distance of South $78^{\circ}12'16''$ West - 30.67 feet); thence North $89^{\circ}08'21''$ West for 11.58 feet to the point of tangency with a 45.00 foot radius curve to the left; thence Westerly 16.18 feet along the arc of said curve through a central angle of $20^{\circ}35'49''$ (chord bearing and distance of South $80^{\circ}33'44''$ West - 16.09 feet); thence North $00^{\circ}00'36''$ East for 90.98 feet; South $89^{\circ}57'20''$ East for 519.88 feet; thence North $86^{\circ}50'50''$ East for 266.48 feet; thence South $89^{\circ}59'01''$ East for 280.57 feet to the west right of way line of State Street; thence South $00^{\circ}07'35''$ East along said line for 847.85 feet to the POINT OF BEGINNING.

LESS AND EXCEPTING the following (being the relocated Canal Strip)

BEGINNING at a point on the westerly right of way line of State Street, which point is North 89°50'56" East, 41.33 feet from the Northeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of Bearing being South 00°01'50" East 2599.11 feet along the monument line of State Street between the monuments found marking the intersections of 10600 South and 10200 South Streets), said Northeast corner of Section 13 being South 89°53'20" West, 92.33 feet from the monument at the intersection of 10200 south and State Streets, and running thence South 00°01'50" East along said westerly right of way line for 142.94 feet; thence North 45°00'00" West for 32.77 feet to a point on a 116.00 foot radius curve to the right; thence southwesterly 38.99 feet along the arc of said curve through a central angle of 19°15'29" (chord bearing and distance of South 39°19'27" West - 38.81 feet); thence South 41°02'50" East for 28.93 feet; thence South 50°28'54" West for 7.88 feet to a point of curvature with a 102.00 foot radius curve to the left; thence southwesterly 89.92 feet along the arc of said curve through a central angle of 50°30'43" (chord bearing and distance of South 25°13'33" West - 87.04 feet); thence South 13°14'00" West for 71.92 feet; thence South 00°01'50" East for 190.71 feet to a point of curvature with a 17.00 foot radius curve to the left; thence southeasterly 18.24 feet along said curve through a central angle of 61°29'08" (chord bearing and distance of South 30°46'24" East - 17.38 feet); thence South 61°30'58" East for 67.84 feet; thence North 00°01'50" West for 308.03 feet to a point of curvature with a 50.00 foot radius curve to the right; thence northeasterly 44.08 feet along the arc of said curve through a central angle of 50°30'43" (chord bearing and distance of North 25°13'33" East - 42.67 feet); thence North 50°28'54" East for 2.33 feet to said westerly right of way line of State Street; thence South 00°01'50" East along said line for 367.99 feet; thence South 00°50'43" East along said line for 66.61 feet; thence North 61°30'58" West for 86.65 feet to a point on a 25.00 foot radius curve to the right; thence southwesterly 36.21 feet along the arc of said curve through a central angle of 82°58'40" (chord bearing and distance of South 48°31'41" West - 33.12 feet); thence North 89°59'14" West for 63.53 feet; thence North 00°01'50" West for 590.56 feet; thence North 89°52'57" East for 89.62 feet; thence North 00°07'35" West for 469.81 feet to a point of curvature with a 113.00 foot radius curve to the right; thence northeasterly 89.42 feet along the arc of said curve through a central angle of 45°20'24" (chord bearing and distance of North 22°32'37" East - 87.11 feet); thence North 45°12'48" East for 56.83 feet to said westerly right of way; thence South 00°07'35" East for 550.60 feet to the POINT OF BEGINNING.

THE PROPERTY FIRST DESCRIBED ABOVE BEING TOGETHER WITH those easements; that are appurtenant thereto created in that certain Special Warranty Deed (conveying relocated canal strip, and reserving certain Easements and Rights) dated October 26, 1995 and recorded November 7, 1995 as Entry No. 620848 in Book 7265 at Page 2716 of Official Records.

THE PROPERTY FIRST DESCRIBED ABOVE BEING TOGETHER WITH those easements; that are appurtenant thereto created in that certain Special Warranty Deed

(conveying Street and Wetlands Property, and reserving certain Easements and Rights)
dated February 5, 1996 and recorded February 9, 1996 as Entry No. 6277216 in Book
7327 at Page 1430 of Official Records.

Contains 1,402,544.9487 square feet or 32.1980 acres

EXHIBIT A-2

DESCRIPTION OF OUTPARCEL

Parcel 1

Beginning at a point which lies North 89°50'56" East 41.33 feet to the westerly right-of-way line of State Street, North 0°07'35" West 847.85 feet along said westerly right-of-way line, North 89°59'01" West 280.57 feet, South 86°50'50" West 266.48 feet, North 89°57'20" West 519.88 feet and South 0°00'36" West 53.33 feet from the Southeast Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said Southeast Corner of Section 12 lies South 89°53'20" West 92.33 feet from a Salt Lake County brass witness monument on the centerline of State Street at 10200 South, (Basis of Bearing for this description is South 0°01'50" East along the monument line in State Street defined by said witness monument at 10200 South and a Salt Lake County monument on the centerline of State Street at 10600 South); thence North 89°55'00" East 110.278 feet along the southerly edge of an existing concrete sidewalk to intersect the northerly extension of the easterly boundary of that parcel of land described in that certain Special Warranty Deed recorded October 24, 2007 as Entry No. 10257422 in Book 9529 at Pages 6162-6163 in the office of the Salt Lake County Recorder; thence along said northerly extension of said easterly boundary, South 5.064 feet to intersect the southerly right-of-way line of 10080 South Street as dedicated by that certain plat titled NEFF'S GROVE AND 10080 SOUTH STREET DEDICATION PLAT, recorded October 18, 2004 as Entry No. 9200501 in Book 2004P of plats at Page 304 in the office of the Salt Lake County Recorder; thence along said southerly right-of-way line the following four (4) courses: (1)South 65°32'54" West 58.010 feet to a point of curvature; (2)Southwesterly 30.925 feet along the arc of a 70.00 foot radius tangent curve to the right having a central angle of 25°18'45" and a chord bearing and length of South 78°12'16" West 30.674 feet to a point of tangency; (3)North 89°08'21" West 11.58 feet; (4)Southwesterly 16.177 feet along the arc of a 45.00 foot radius tangent curve to the left having a central angle of 20°35'49" and a chord bearing and length of South 80°33'44" West 16.090 feet to the easterly right-of-way of Centennial Parkway; thence along said easterly right-of-way line, North 0°00'36" East 37.65 feet to the Point of Beginning.

The above-described area contains approximately 2,874 square feet.

Parcel 2

Beginning at a point in the easterly right of way line of Centennial Parkway which point lies North 89°50'56" East 41.33 feet to the westerly right-of-way line of State Street, North 0°07'35" West 847.85 feet along said westerly right-of-way line, North 89°59'01" West 280.57 feet, South 86°50'50" West 266.48 feet, North 89°57'20" West 519.88 feet and South 0°00'36" West 90.98 feet from the Southeast Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said Southeast Corner of Section 12 lies South 89°53'20" West 92.33 feet from a Salt Lake County brass witness monument on the centerline of State Street at 10200 South, (Basis of Bearing for this description North 89°49'53" West along the Section line from said Southeast Corner of Section 12 to the South Quarter corner of said Section 12); thence South 00°00'36" West along said easterly right-of-way of Centennial Parkway 558.44 feet to a point of curvature; thence along the arc of a 45.00 foot radius non-tangent curve to the left 15.90 feet through a central angle of 20°14'42", the chord bears South 79°42'54" East 15.82 feet; thence South 89°50'14" East 72.06 feet to a point of curvature; thence along the arc of a 33.00 radius tangent curve to the left 25.07 feet through a central angle of 43°31'06", the chord bears North 68°23'57" East 24.47 feet; thence North 585.21 feet; thence South 65°32'54" West 58.010 feet to a point of curvature; thence along the arc of a 70.00 foot radius tangent curve to the right 30.93 feet through a central angle of 25°18'45", the chord bears South 78°12'16" West 30.67 feet; thence North 89°08'21" West 11.58 feet to a point of curvature; thence along the arc of a 45.00 foot radius tangent curve to the left 16.18 feet through a central angle of 20°35'49", the chord bears South 80°33'44" West 16.09 feet to the point of beginning.

The above-described area contains approximately 1.45 Acres.

Tax Parcel No.: 27-12-476-035

EXHIBIT B

RESIDENTIAL LEASE – ADJOINING COMMERCIAL USE ADDENDUM

1. **Leased Property Description:** _____, Sandy, Utah 84070.
2. **Lease Execution Date:** _____, 20__
3. **Landlord:** [Landlord Entity]
4. **Tenant:** _____

The undersigned Tenant acknowledges [Community Name] is an apartment community that is located adjacent to the shopping center known as South Towne Marketplace, and that the Shopping Center contains a variety of non-residential uses, including but not limited to: retail, restaurant, service, office and health care. The undersigned Tenant further acknowledges that the apartment community or the area surrounding the apartment community may serve as host for a variety of community activities, including, but not limited to: special events, recreation, learning and worship.

The undersigned Tenant acknowledges that the foregoing uses and activities may result in conditions that will vary in intensity from time to time and may be heard or viewed within the apartment unit at any time of day or night, such as, but not limited to: music and other noises, construction activity, signage, nocturnal lighting, pedestrian/vehicle traffic, truck deliveries, trash collection, snow and ice removal, maintenance activities, public gatherings, protests or rallies, public transit stops, presence of individuals under the age of 21 years, food smells, and special promotional events (such as “Black Friday” sales), all during business and non-business hours, evenings, nights, holidays and weekends. The undersigned Tenant acknowledges that he/she is knowingly and voluntarily locating near such existing and potential uses.

The undersigned Tenant specifically waives on behalf of himself/herself and all other occupants and guests of the apartment unit (which Tenant represents he/she has the authority to waive on behalf of) any claims for trespass, public or private nuisance, or any similar claim relating to the foregoing or similar activities and conditions. The undersigned Tenant covenants on behalf of himself/herself and all other occupants and guests of the apartment unit (which Tenant represents he/she has the authority to covenant on behalf of) (i) not to file formal or informal complaints with governmental authorities claiming activities relating to the retail or commercial use at South Towne Marketplace constitutes a trespass, private or public nuisance, or any similar claim, or commence litigation, legal or administrative proceedings alleging the same, (ii) make a claim or complaint that attempts to limit or terminate the operation of a retail or commercial use in South Towne Marketplace or (iii) remonstrate against Target Corporation and/or any other tenant or owner in South Towne Marketplace in any zoning or other land use petitions, applications or other requests made by Target Corporation and/or any other tenant or owner in South Towne

Marketplace as part of its business at South Towne Marketplace before any governmental or quasi-governmental entity or body (each an "Adverse Residential Action").

The undersigned Tenant agrees to indemnify Landlord, Target Corporation and any other tenant or owner in South Towne Marketplace against any liabilities, liens, losses, rights, demands, damages, expenses, causes of action, suits, fees, claims, fines, penalties, judgments, awards, injuries, sanctions, deficiencies, settlements, payments, remediation expenses, corrective action costs, and other costs (including, but not limited to, reasonable attorney's fees and costs of litigation) arising out of a breach of this Adjoining Commercial Use Addendum. The provisions of this Adjoining Commercial Use Addendum are for the benefit of Landlord, Tenant, Target Corporation and all other tenants and owners in South Towne Marketplace and may be enforced by Landlord, Tenant, Target Corporation and all other tenants and owners in South Towne Marketplace.

IN WITNESS WHEREOF, the undersigned have executed this Adjoining Commercial Use Addendum as of the ___ day of _____, 20__.

TENANT

LANDLORD

<Actual Tenant's Legal Name>

<LANDLORD ENTITY>

By: _____
<Printed Name>, <Title>

By: _____
<Printed Name>, <Title>

Dated: _____

Dated: _____