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NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
REC BY: V ASHBY DEPUTY - WI

DEVELOPER ACQUISITION RIGHTS

This Agreement is made and entered into this 24th day of October, 1995, by and between Dayton Hudson Corporation, a Minnesota corporation ("Target") and Equity Properties and Development Limited Partnership, D/B/A Equity Properties and Development (Illinois) Limited Partnership, an Illinois limited partnership, as agent for owner ("Developer").

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RECITALS

A. Contemporaneously herewith (i) Target has ground leased from Developer that certain parcel of land ("Tract A") described in Exhibit A attached hereto pursuant to the terms and conditions set forth in a Ground Lease dated October 24, 1995 ("Ground Lease"); (ii) Target and Developer have entered into that certain Site Development Agreement ("SDA") which provides for the development of Tract A and land adjacent thereto owned by the Developer ("Tract B") described in Exhibit B attached hereto; and (iii) Target and Developer have entered into and caused to be recorded in the public records of Salt Lake County, Utah that certain Operation and Easement Agreement ("OEA") which provides, *inter alia*, for the use and operation of Tract A and Tract B.

B. Target has agreed to grant to Developer certain options to purchase all or a portion of the improvements and appurtenances located on Tract A, exclusive of movable equipment and fixtures, inventory, signs and other personal property ("Improvements") upon certain conditions.

NOW THEREFORE, in consideration of the premises, and good and valuable consideration given and the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Option Events.

A. After the Rent Commencement Date (as defined in the Ground Lease), if for a period of ninety (90) days in the aggregate at least sixty percent (60%) of the square feet of Floor Area (defined in OEA) on Tract A is (i) not being operated as a Target store as Target is operating the majority of its stores located in Utah (for any reason other than a cessation in business in the event of casualty or other unavoidable events outside the reasonable control of Target, including but not limited to acts of God, condemnation, war, insurrection and riot (but excluding financial inability or economic conditions) (collectively referred to as "force majeure events"), or (ii) not open to the public for business, other than a cessation in business as a result of force majeure events, then, for a period of ninety (90) days following the expiration of said 90-day period, Developer shall have the option to terminate the Ground Lease and purchase all of the Improvements.

B. If Target attempts to assign or sublet its interest in the Ground Lease for all of the Improvements, and such assignment or subletting requires the consent of Developer pursuant to the Ground Lease, then, for a period of ninety (90) days following the request by Target of

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such consent from Developer, Developer shall have the option to terminate the Ground Lease and purchase all of the Improvements.

C. After the Rent Commencement Date, if for a period of ninety (90) days ("S&A Dark Period") any sublessee or assignee (other than a sublessee or assignee of the entire Target Store, in which event the provisions of Section 1(A) would apply) ceases to be open to the public for business in their subleased or assigned portion of the Target Store ("Dark S&A Improvements"), other than a cessation in business as a result of force majeure events, then, for a period of ninety (90) days following the expiration of said ninety (90) day period, Developer shall have the option to purchase the Dark S&A Improvements and modify the Ground Lease as set forth herein. Notwithstanding the foregoing, space vacated by a sublessee or assignee shall not be considered Dark S&A Improvements for the purposes of this Section 1(C) if prior to the expiration of S&A Dark Period, a replacement assignee or sublessee is performing tenant improvements to the vacated space pursuant to an executed sublease in accordance with the terms of the Ground Lease and provided said sublessee or assignee is open to the public within one hundred twenty (120) days after execution of the sublease.

#### Section 2. Exercise of the Option.

Developer may exercise its option to purchase the Improvements and terminate the Ground Lease (or with respect to Section 1(C) above, purchase the Dark S&A Improvements and modify the Ground Lease) under Section 1 hereof by delivering written notice of such intent. In the event a Section 1 option is exercised, in order for such notice to be effective, Developer shall also advise Target of its appraiser's name, address and telephone number. The issuance of the notice of exercise shall immediately create an effective and binding contract by Target to sell to Developer and for Developer to purchase from Target the Improvements and for the parties to terminate the Ground Lease (or with respect to Section 1(C) above, to purchase the Dark S&A Improvements and modify the Ground Lease) on the terms and conditions set forth herein. The failure of Developer to exercise an option within the specified time period and in accordance with the requirements provided, shall result in such option expiring; provided, however, Developer shall have the right to exercise the options provided in Section 1 upon the occurrence of a new and distinct event giving rise to such option.

#### Section 3. Purchase Price.

If the option to purchase granted in Section 1 above is exercised, the purchase price of the Improvements (or with respect to Section 1(C) above, the Dark S&A Improvements) shall be the greater of (i) Target's "book value", using a twenty (20) year straight line depreciation schedule, or (ii) the fair market value ("FMV"). For the purpose of this Agreement, the FMV shall mean the price at which the Improvements (or the Dark S&A Improvements, as applicable) could be sold by a person who desires, but is not required to sell, and is sought by a person who desires, but who is not required to buy, after due consideration of all the elements reasonably affecting value. In the course of any appraisal, the appraiser shall consider at least the following factors: the existing governmental regulations, including zoning, P.U.D. or land use designation; the condition of the building improvements; the location of the land and access thereto; and use restrictions and other covenants of record which either limit or enhance the enjoyment of the Improvements, provided, however, that the OEA shall not be considered a detriment to the value

of the Improvements if the OEA could be cancelled by Developer following the purchase of the Improvements.

Within thirty (30) days after receipt of Developer's notice, Target shall select an appraiser and advise Developer of the appraiser's name, address and telephone number. The two (2) appraisers shall consult with each other and shall select a third appraiser within fifteen (15) days of the designation of Target's appraiser. If the two (2) appraisers cannot agree upon a third appraiser, then either party shall have the right to request appointment of such third appraiser by any judge of the Utah Court having jurisdiction over the county where the Improvements are located, and the non-requesting party shall not raise any question as to such judge's full power and jurisdiction to entertain the application and make the appointment. Each person designated to participate in the appraisal of the Improvements or Dark S&A Improvements shall (i) be a real estate professional specializing in retail commercial property sales and leasing, with emphasis (if possible) on projects containing 50,000 square feet of Floor Area or more, in the metropolitan area where the Shopping Center is located, (ii) have at least five (5) years experience as an appraiser, (iii) be a member of the American Institute of Real Estate Appraisers, and (iv) have no material, financial or other business interest in common with a party to this Agreement. Target shall cause a current title report covering the Improvements or Dark S&A Improvements to be delivered contemporaneously to each appraiser, such report to be issued by the Escrow Agent referred to in Section 4 below.

Each Party's appraiser shall submit its appraisal to its client within thirty (30) days following receipt of the title report. The third appraiser shall submit its appraisal of the Improvements or Dark S&A Improvements in escrow to the Escrow Agent in a sealed envelope within thirty (30) days following receipt of the title report. Developer and Target shall meet on the last day for the submission of the appraisals (or if such day is not a business day, then on the first business day thereafter) at 11:00 a.m. at the office of the Escrow Agent. Each party shall disclose its appraiser's valuation. If 90% of the higher valuation is equal to or less than the lower valuation, the two valuations shall be added together and the total divided by two; the result shall be the purchase price of the Improvements or Dark S&A Improvements. If the purchase price is not determined by the method set forth in the preceding sentence, then Escrow Agent shall open the envelope received from the third appraiser and disclose his valuation. The third appraiser's valuation, and the appraiser's valuation which is closest by dollar amount to the third appraiser's valuation shall be added together and the total divided by two; the result shall be the purchase price of the Improvements or Dark S&A Improvements. The determination of the FMV of the Improvements or Dark S&A Improvements shall be final and binding upon the parties, absent fraud or gross error. Developer and Target shall each bear the fees and expenses of their own appraiser and one-half of the fees and expenses of the third appraiser.

#### Section 4. Purchase of the Dark S&A Improvements.

In the event Developer purchases the Dark S&A Improvements in accordance with the terms hereof, then Developer shall build, at its sole cost and expense, a demising wall separating the Dark S&A Improvements from the remainder of the Improvements, together with all related improvements necessary to separate all mechanical and other systems serving the Dark S&A Improvements from the mechanical and other systems serving the remainder of the

Improvements. Furthermore, the parties shall enter into an amendment to the Ground Lease and OEA reflecting the purchase of the Dark S&A Improvements by Developer and excluding the Dark S&A Improvements and the corresponding portion of Tract A from the Ground Lease. Such amendment with respect to the Ground Lease shall, *inter alia*, amend the definition of the term "Premises," provide for a reduction in rent for the remainder of the term based on the pro rata reduction in the number of square feet of Floor Area, and provide for a reduction of the Primary Parking Area (as defined in the Ground Lease) based on the pro rata reduction in the number of square feet of Floor Area. In addition, the parties shall attempt to obtain a separate assessment for real estate taxes and assessments for the Dark S&A Improvements and the corresponding portion of Tract A and related Primary Parking Area and in the interim Developer shall pay its pro rata portion of real estate taxes based on the number of square feet of Floor Area contained in the Dark S&A Improvements. With respect to the amendment to the OEA, the Developer shall pay a portion of Target's allocation for "Common Area Maintenance Costs" and the "Administration Fee" equal to the product obtained by (x) multiplying Target's allocation of Common Area Maintenance Costs and Administrative Fee by (y) the fraction obtained by dividing the number of square feet of Floor Area contained in the Dark S&A Improvements by the number of square feet of Floor Area contained in the entire Improvements.

#### Section 5. Closing.

The purchase of Target's interest in the Improvements (or the Dark S&A Improvements, as applicable) shall be consummated through an escrow established at a title insurance company (Escrow Agent) selected by Target no later than sixty (60) days after Developer's notice to exercise the option to purchase. The purchase price shall be payable in cash or other method acceptable to Target. Title to the Improvements (or the Dark S&A Improvements, as applicable) shall be conveyed by Target to Developer by limited warranty deed, free and clear of all liens and encumbrances, including, without limitations, any leasehold financings, with the exception of current real estate taxes which shall be prorated to the day of closing and any other matters which are shown as exceptions to title on the Exhibit C attached hereto. Furthermore, at Developer's option, the Improvements shall be conveyed free of all rights of sublessees and assignees in the Ground Lease. Current real property taxes and installments of special assessments shall be prorated as of the date of Closing. Developer shall bear the cost of any title insurance coverage desired. Target shall pay any documentary or deed stamp taxes imposed in connection with the sale. Developer shall pay all other closing costs, including escrow fees. Notwithstanding anything contained herein to the contrary, in connection with a purchase of all of the Improvements, Developer shall have the option, upon notice given to Target thirty (30) days prior to Closing, to cause a nominee to receive at Closing an assignment of Target's interest in the Ground Lease and an assignment of any and all subleases or assignments in the Ground Lease.

If after Developer has exercised its option to purchase and before the closing, all or any part of the Improvements (or Dark S&A Improvements as applicable) shall be taken by condemnation, Developer shall have the option of (i) completing the purchase and receiving the condemnation proceeds (or if such proceeds are not then available, receiving an assignment from Target of all claims thereof), or (ii) rescinding Developer's exercise of such option, in which case Developer shall have not further obligations with respect to such sale.

If after Developer has exercised its option to purchase and before the closing, the Improvements (or the Dark S&A Improvements as applicable) are damaged or destroyed by fire or other casualty, Developer shall have the option of (i) completing the purchase, in which event Target shall pay the Developer (or Developer may, at its option, offset against the purchase price) all insurance proceeds theretofore paid to Target with respect to such loss, and Target shall assign to Developer all right of Target with respect to unpaid insurance proceeds, or (ii) rescinding Developer's exercise of such a purchase, in which case Developer shall have no further obligations with respect to such sale.

#### Section 6. Miscellaneous.

A. Termination. The separate options to purchase herein granted shall automatically terminate upon the earlier of any of the following events:

- (i) The performance by Target of the condition which if not performed would trigger the option term; or
- (ii) The termination of the Ground Lease.

Upon termination of each option to purchase, Developer agrees to duly execute and deliver freely, without charge, to Target a release (properly executed, acknowledged and in recordable form) of such option right and any interest of Developer in the Improvements arising out of such option right; provided, however, Developer shall have the right to exercise the options provided in Section 1 upon the occurrence of a new and distinct event giving rise to such option, including, without limitation, the right to exercise the option following: (i) the performance by Target of the condition which if not performed would trigger the option term and (ii) the subsequent occurrence of one (1) of the option events set forth in Section 1(A), (B) or (C).

B. Assignment. The rights arising under this Agreement are personal to Developer only and may not be assigned to any third party; provided, however, that Developer may assign its rights arising under this Agreement to either (i) its original first mortgagee, or (ii) any purchaser of Tract A or Tract B, provided that the assignee at the time of such assignment agrees in writing to be bound by all terms and conditions contained herein which are applicable to Developer and provided further that a copy of such instrument is given to Target within ten (10) days of such assignment.

C. Binding Effect. Subject to the provisions hereof regarding assignment, this Agreement shall be binding upon and inure to the benefit of the owners of Tract A and Tract B, but only during the period of such ownership.

D. Amendment and/or Modification. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged, amended or modified orally, or in any manner other than by an instrument in writing signed by all of the parties hereto.

E. Costs and Attorneys' Fees. If any party hereto shall bring any suit or other action against another for relief, declaratory or otherwise, arising out of this Agreement, the losing

party shall pay the prevailing party's reasonable costs and expenses, including such sum as the Court may determine to be a reasonable attorney's fee.

F. Notice. All notices, demands and requests (collectively the "Notice") required or permitted to be given under this Agreement must be in writing and shall be deemed to have been given as of the date such Notice is (i) delivered to the party intended, (ii) delivered to the then current address of the party intended, or (iii) rejected at the then current address of the party intended, provided such Notice was sent prepaid. The initial address of the parties shall be:

Target: Dayton Hudson Corporation  
Target Stores-Real Estate  
33 South Sixth Street  
Minneapolis, MN 55402  
Attn: Property Administration

Developer: Equity Properties and Development  
Limited Partnership  
Two North Riverside Plaza  
Chicago, IL 60606-2689  
Attn: Senior Vice President, Real Estate

Copy: Equity Properties and Development  
Limited Partnership  
Two North Riverside Plaza  
Chicago, IL 60606-2689  
Attn: General Counsel

Upon at least ten (10) days prior written notice, each Person shall have the right to change its address to any other address within the United States of America.

G. Time. Time is of the essence with respect to each option term; provided, however, that if the Target is prevented at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, or any cause beyond the reasonable control of Target from completing a performance act which, if completed, would preclude the occurrence of an Option Event, then the commencement date of the Option Event shall be postponed by the duration of the delay experienced by Target.

H. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Utah without giving effect to principles and provisions thereof relating to conflict or choice of laws and irrespective of the fact that any one of the parties is now or may become a resident of a different state. Venue for any action under this Agreement shall lie in Salt Lake County, Utah.

I. Documents. Each party to this Agreement shall perform any and all acts and execute and deliver any and all documents as may be necessary and proper under the


circumstances in order to accomplish the intents and purposes of this Agreement and to carry out its provisions.

J. Entire Agreement. This Agreement (and any attached exhibits), the Ground Lease, the SDA and the OEA contain the entire agreement and understanding of the parties with respect to the entire subject matter hereof, and there are no representations, inducements, promises or agreements, oral or otherwise, not embodied herein or therein. Any and all prior discussions, negotiations, commitments and understandings relating thereto are merged herein. There are no conditions precedent to the effectiveness of this Agreement other than as stated herein, and there are no related collateral agreements existing between the parties that are not referenced herein.


K. Counterparts. This Agreement may be signed in counterparts, any one of which shall be deemed to be an original.

IN WITNESS WHEREOF, Target and Developer have caused this Agreement to be executed effective as of the day and year above referenced.

EQUITY PROPERTIES AND  
DEVELOPMENT LIMITED  
PARTNERSHIP, D/B/A  
EQUITY PROPERTIES AND  
DEVELOPMENT (ILLINOIS)  
LIMITED PARTNERSHIP  
("Developer")

*By: SC Management, Inc.*  
  
By: \_\_\_\_\_  
Name: DAVID J. CONTIS  
Title: C.O.O. / C.F.O.

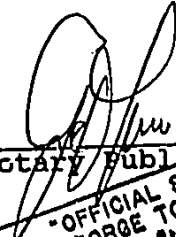
DAYTON HUDSON CORPORATION  
("Target")

  
By: \_\_\_\_\_  
Name: Edward J. Bierman  
Title: Vice President  
Target Stores



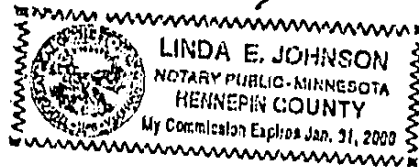
STATE OF ILLINOIS     )  
                                  )     SS  
COUNTY OF COOK        )

On this 24~~th~~ day of October, 1995, before me, a Notary Public within and for said County, personally appeared David J. Curtis, to me personally known, who, being first by me duly sworn, did say that he is the C.O.O. / C.F.O. and a duly authorized signatory of SC Management, Inc. and that the foregoing instrument was signed by him on behalf of said corporation by authority of its Board of Directors, as general partner of Equity Properties and Development Limited Partnership, and he acknowledged said instrument to be the free act and deed of said corporation on behalf of said limited partnership.

  
Notary Public  
"OFFICIAL SEAL"  
GEORGE TOURAS  
Notary Public, State of Illinois  
My Commission Expires 8/22/97

STATE OF MINNESOTA        )  
                                          ) SS  
COUNTY OF HENNEPIN        )

On this 22nd day of September, 1995, before me, a Notary Public within and for said County, personally appeared Edward J. Bierman, to me personally known, who, being first by me duly sworn, did say that he is the Vice President-Target Stores, and a duly authorized signatory of Dayton Hudson Corporation, and that the foregoing instrument was signed by him on behalf of said corporation by authority of its Board of Directors and Edward J. Bierman acknowledged said instrument to be the free act and deed of said corporation.



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**EXHIBIT A**  
**TARGET TRACT (TRACT A)**

Attached hereto.

A parcel of land located in the Southeast quarter of Section 12, Township 3 South, Range 1 West, Salt Lake Base & Meridian, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point North  $89^{\circ}49'53''$  West 502.72 feet along the Section line and North  $00^{\circ}10'07''$  East 167.73 feet from the Southeast Corner of said Section 12 (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 10200 South & 10600 South Streets), said Southeast Corner of Section 12 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 West 188.61 feet; thence South 19.27 feet; thence West 124.61 feet; thence North 98.33 feet; thence West 74.33 feet; thence North 433.09 feet; thence East 47.48 feet; thence North 46.09 feet; thence East 339.78 feet; thence South 558.23 feet to the point of the beginning.

**EXHIBIT B**  
**DEVELOPER TRACT (TRACT B)**

Attached hereto.

EXHIBIT B  
TO THE  
DEVELOPER ACQUISITION RIGHTS  
DEVELOPER TRACT

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 & 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 583.24 feet along said line; thence South  $00^{\circ}50'43''$  East 70.31 feet along said line; thence South  $00^{\circ}01'50''$  East 53.16 feet along said line 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 for 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 South  $65^{\circ}15'40''$  West 20.94 feet); thence North  $89^{\circ}59'00''$  West 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  $30^{\circ}23'31''$ ; thence South  $59^{\circ}37'30''$  West 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  $85^{\circ}08'19''$  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; thence North  $00^{\circ}00'36''$  East 1300.81 feet; thence South  $89^{\circ}57'20''$  East 519.88 feet; thence North  $86^{\circ}50'50''$  East 266.48 feet; thence South  $89^{\circ}59'01''$  East 280.57 feet to said West right of way line of State Street; thence South  $00^{\circ}07'35''$  East 847.85 feet along said line to the point of BEGINNING.

**LESS AND EXCEPTING the following:**

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 & 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 142.94 feet along said line; thence North  $45^{\circ}00'00''$  West 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  $19^{\circ}15'29''$  (chord bears South  $39^{\circ}19'27''$  West 38.81 feet); thence South  $41^{\circ}02'50''$  East 28.93 feet; thence South  $50^{\circ}28'54''$  West 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  $50^{\circ}30'43''$ ; thence South  $13^{\circ}14'00''$  West 71.92 feet; thence South  $00^{\circ}01'50''$  East 190.71 feet to a point of curvature with a 17.00 foot radius curve to the left; thence Southeasterly 18.24 feet along the arc of said curve through a central angle of  $61^{\circ}29'08''$ ; thence South  $61^{\circ}30'58''$  East 67.84 feet; thence North  $00^{\circ}01'50''$  West 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  $50^{\circ}30'43''$ ; thence North  $50^{\circ}28'54''$  East 2.33 feet to said Westerly right of way line of State Street; thence South  $00^{\circ}01'50''$  East 367.99 feet along said line; thence South  $00^{\circ}50'43''$  East 66.61 feet along said line; thence North  $61^{\circ}30'58''$  West 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  $82^{\circ}58'40''$  (chord bears South  $48^{\circ}31'42''$  West 33.12 feet); thence North  $89^{\circ}59'14''$  West 63.53 feet; thence North  $00^{\circ}01'50''$  West 590.56 feet; thence North  $89^{\circ}52'57''$  East 89.62 feet; thence North  $00^{\circ}07'35''$  West 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  $45^{\circ}20'24''$ ; thence North  $45^{\circ}12'48''$  East 56.83 feet to said Westerly right of way; thence South  $00^{\circ}07'35''$  East 550.60 feet to the point of beginning.

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AND LESS AND EXCEPTING the following:

Beginning at a point North  $89^{\circ}49'53''$  West 1027.21 feet along the Section line and North  $00^{\circ}00'36''$  East 225.78 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 & 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 North  $00^{\circ}00'36''$  East 510.00 feet; thence East 110.28 feet; thence South 610.00 feet; thence West 110.37 feet to the point of beginning.

-FOR COPY-  
NO RECORD

AND LESS AND EXCEPTING the following:

A parcel of land located in the Southeast quarter of Section 12, Township 3 South, Range 1 West, Salt Lake Base & Meridian, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point North  $89^{\circ}49'53''$  West 502.72 feet along the Section line and North  $00^{\circ}10'07''$  East 167.73 feet from the Southeast Corner of said Section 12 (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 10200 South & 10600 South Streets), said Southeast Corner of Section 12 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 West 188.61 feet; thence South 19.27 feet; thence West 124.61 feet; thence North 98.33 feet; thence West 74.33 feet; thence North 433.09 feet; thence East 47.48 feet; thence North 46.09 feet; thence East 339.78 feet; thence South 558.23 feet to the point of the beginning.

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**EXHIBIT C**  
**PERMITTED EXCEPTIONS**

Attached hereto.

EXHIBIT C TO THE DEVELOPER ACQUISITION RIGHTS

PERMITTED EXCEPTIONS

1. Water rights, claims or title to water.
2. Taxes not yet due and payable.
3. Said property is included within the boundaries of Salt Lake County Sewerage Improvement District No. 1 and is subject to the charges and assessments thereof.
4. Said property is included within the incorporated city limits of Sandy City, a municipal corporation of the State of Utah, and is subject to any special assessments for improvements or services as may be therein provided.
5. Easement instrument dated August 18, 1917, in favor of The Mountain States Telephone and Telegraph Company, for the right to construct, operate and maintain its lines of Telephone and Telegraph, including the necessary poles, wires and fixtures over, below and along the public roads, streets and highways adjoining the following-described property:

Commencing 40 feet East from the Southeast corner of Section 12, Township 3 South, Range 1 West of the Salt Lake Meridian; and running thence West 765 feet; thence North 851.4 feet; thence East 765 feet; thence South 851.4 feet to beginning. Together with the right to permit the attachment of the wires and fixtures of any other companies and to trim any trees along said lines so as to keep all wires cleared at least thirty-six inches.

Said Instrument recorded October 5, 1917 as Entry No. 384843 in Book 2-W of Liens and Leases at page 452 of Official Records.

6. Any rights or claims associated with irrigation ditches within a strip of land 8 feet wide along the Easterly boundary of the property referred to in Easement instruments, recorded January 9, 1936 as Entry No. 773971 in Book 155 of Liens & Leases at page 515, and as Entry No. 773972 in Book 157 of Liens & Leases at pages 191-192, and as Entry No. 773976 in Book 157 of Liens & Leases at page 193, and as Entry No. 773977 in Book 157 of Liens & Leases at page 193, of Official Records.

7. License and Easement, dated August 23, 1956, an easement for an irrigation facility in favor of the owners of an existing ditch, said easement being over the following-described property:

A parcel of land situated in Lot 1 of Section 18, Township 3 South, Range 1 East, Salt Lake Meridian to be used for the purpose of constructing thereon a concrete box syphon outlet and a buried corrugated metal arch pipe and appurtenant parts for a channel change for an irrigation ditch. Said parcel of land adjoins Westerly the Westerly right of way line of the existing highway and is 10.0 feet wide, 5.0 feet on each side of the following-described center line.

Beginning at the point of intersection of said center line and a line perpendicular to the center line of survey of highway known as Project No. 032-1 at Engineer's Station 165+90, said point being 5.0 feet West from said Westerly right of way line and 370.0 feet South and 35 feet East from the Northwest corner of said Lot 1; thence South 236 feet parallel to said right of way line.

Subject to a reservation in grantors of the right of access over and across the above-described property.

Said instrument recorded September 15, 1956 as Entry No. 1502512 in Book 1347 at page 30 of Official Records.

8. A perpetual easement and right of way (Exact location not disclosed) for underground electric transmission, distribution and communication circuits of the grantee and incidental purposes as created in favor of Utah Power & Light Company by instrument recorded October 30, 1985 as Entry No. 4157033 in Book 5704 at page 2119 of Official Records.

NOTE: Said instrument recites partially as follows:

"Subsequent to location of Grantor's power system, a field survey will be made, and specific as built easements will be granted to the Grantee for non-exclusive use of the easement with other public utilities which as built specific easements shall supersede the above-described easement."

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9. A right of way and easement 16 feet wide for gas transmission and distribution facilities and incidental purposes as created in favor of Mountain Fuel Supply Company by Right of Way and Easement Grant recorded February 27, 1986 as Entry No. 4207308 in Book 5739 at page 2276 of Official Records, the centerline of which is described as follows:

Beginning at a point on the West Right of Way line of State Street, said point is South  $00^{\circ}54'27''$  West 693.09 feet along the Section line and East 53.68 feet from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Meridian (Basis of Bearing being South  $0^{\circ}01'50''$  East along the State Street monument line between the monuments opposite the Northeast Corner and the East Quarter Corner of said Section 13); and running thence West 418.70 feet, thence South  $47^{\circ}00'00''$  West 613.93 feet, thence South 124.84 feet.

Said easement was also disclosed by that certain Right of Way and Easement Grant recorded February 27, 1986 as Entry No. 4207309 in Book 5739 at page 2278 of Official Records.

10. A right of way and easement 20 feet wide for sewer pipe lines and incidental purposes as created in favor of Salt Lake County Sewerage Improvement District No. 1 by Easement recorded March 7, 1986 as Entry No. 4211899 in Book 5742 at page 2849 of Official Records, the centerline of which is described as follows:

Beginning at a point 10 feet West of the West Right-of-Way line of State Street along the Northerly property line of 10510 South Street, said point also being North  $0^{\circ}02'$  West, 610.7 feet and East 40 feet, more or less, from the Southeast Corner of the Northeast Quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian; to the point of beginning and running thence North  $0^{\circ}02'$  West parallel to the West right-of-way line of State Street a distance of 1,790 feet to a point approximately 10 feet South of the Center of Dry Creek.

This easement affects a portion of the Easterly 13.5 feet of the subject property.

11. Easement, dated May 8, 1986, in favor of Utah Power & Light Company for a perpetual easement and right of way for the construction, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of underground electric transmission, distribution and communications circuits, with the necessary transformers, transformer pads, pull boxes, service pedestals and other facilities related thereto, on, over, under and across a portion of the subject property, more particularly described therein. Said easement recorded August 13, 1986 as Entry No. 4294288 in Book 5802 at page 1040 of Official Records.
12. No Barricade Agreement (Providing for No Barricade at Mall Ring Road Intersection) between ZML-SOUTH TOWNE MARKETPLACE LIMITED PARTNERSHIP, SOUTH TOWNE INVESTORS LIMITED PARTNERSHIP, CANADIAN IMPERIAL BANK OF COMMERCE and FIRST AMERICAN TITLE COMPANY OF UTAH, recorded September 26, 1995 as Entry No. 6175088 in Book \_\_\_\_\_ at page \_\_\_\_\_ of Official Records.
13. Sewer Easement from ZML-SOUTH TOWNE MARKETPLACE LIMITED PARTNERSHIP, as Grantor to SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT NO. 1, as Grantee recorded \_\_\_\_\_, as Entry No. \_\_\_\_\_ in Book \_\_\_\_\_ at page \_\_\_\_\_ of Official Records, affecting the four (4) following-described 20-foot wide strips of land:
- (1) FIRST STRIP  
A 20.00 foot wide parcel of land being 10.00 feet on each side of the following-described centerline:  
Beginning at a point West 1,119.54 feet and North 00°00'36" East 786.12 feet from the monument at the intersection of 10200 South and State Street, said monument being North 89°53'20" East 92.33 feet from the Northeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 87°26'49" East 260.33 feet; thence East 260.25 feet; thence North 82°42'03" East 373.55 feet.
- (2) SECOND STRIP  
A 20.00 foot wide parcel of land being 10.00 feet on each side of the following-described centerline:  
Beginning at a point West 1,119.54 feet and North 00°00'36" East 182.11 feet from the monument at the intersection of 10200 South and State Street, said monument being North 89°53'20" East 92.33 feet from the Northeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South 77°31'17" East 216.97 feet.

- (3) THIRD STRIP:  
A 20.00 foot wide parcel of land being 10.00 feet on each side of the following-described centerline:

Beginning at a point West 1,119.54 feet and South  $00^{\circ}00'36''$  West 181.51 feet from the monument at the intersection of 10200 South and State Street, said monument being North  $89^{\circ}53'20''$  East 92.33 feet from the Northeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence South  $89^{\circ}08'35''$  East 244.27 feet; thence East 354.25 feet; thence South  $34^{\circ}53'18''$  East 286.98 feet.

- (4) FOURTH STRIP:  
A 20.00 foot wide parcel of land being 10.00 feet on each side of the following-described centerline:

Beginning at a point West 521.08 feet and South 185.16 feet from the monument at the intersection of 10200 South and State Street, said monument being North  $89^{\circ}53'20''$  East 92.33 feet from the Northeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North  $11^{\circ}24'29''$  West 326.62 feet.

14. Access Easement Agreement (Granting Access Easement Along North Boundary) between ZML-SOUTH TOWNE MARKETPLACE LIMITED PARTNERSHIP and JOHANSEN-THACKERAY & COMPANY, INC. recorded September 26, 1995 as Entry No. 6175083 in Book 7235 at page 991 of Official Records. Said instrument creates an access easement over and across the following-described part of the subject property:

A parcel of land located in the Southeast quarter of Section 12, Township 3 South, Range 1 West, and in the Southwest quarter of Section 7, Township 3 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point which is 41.33 feet North  $89^{\circ}50'56''$  East and 832.85 feet North  $00^{\circ}07'35''$  West from the Southeast Corner of Section 12, 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 & 10200 South Streets), said Southeast Corner of Section 12 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  $00^{\circ}07'35''$  East 23.00 feet; thence North  $09^{\circ}59'01''$  West 250.00 feet; thence North  $00^{\circ}07'35''$  West 38.00 feet; thence South  $89^{\circ}59'01''$  East 250.00 feet; thence South  $00^{\circ}07'35''$  East 15.00 feet to the point of beginning.

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