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ACCESS EASEMENT AGREEMENT

This Access Easement Agreement ("Agreement") is entered into this 10th day of January , 1979, by and between OGDEN CITY PLAZA ASSOCIATES, a Utah limited partnership in which HAHN DEVCORP, a California corporation, is a general partner ("Devcorp"), and ERNEST W. HAHN, INC., a California corporation ("Hahn").

RECITALS

- Hahn is the owner of certain real property located in the City of Ogden, County of Weber, State of Utah, on which it is in the process of developing a regional shopping center ("Hahn Property").
- в. Hahn is in the process of forming a limited partnership to assume and succeed to its rights and obligations hereunder. Such limited partnership shall qualify to do and do business in the State of Utah under the partnership name "Ogden Mall Company". Hahn shall be the general partner of such partnership. Ogden UT1 Mall Company, Downtown Properties, Inc., J. C. Penney Company, Inc., Carter Hawley Hale Stores, Inc., Allied Stores Corporation, and the Ogden Neighborhood Development Agency will execute a Construction, Operation and Reciprocal Easement Agreement concerning and affecting the regional shopping center on the . Hahn Property (the "REA").
- One portion of the Hahn Property is described on Exhibit "A" attached hereto and depicted as Parcel A on Exhibit "B" attached hereto ("Parcel A"). Another portion of

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- C. One portion of the Hahn Property is described on Exhibit "A" attached hereto and depicted as Parcel A of. Exhibit "B" attached hereto ("Parcel A"). Another portion of

BERTALLE STATES AND THE SERVICE OF T

the Hahn Property contained within Parcel A is described on Exhibit "A" attached hereto and depicted as Parcel 1 on Exhibit "B" attached hereto ("Parcel 1").

D. Devcorp is the owner of certain real property located in the City of Ogden, County of Weber, State of Utah, which real property is described on Exhibit "A" attached hereto and depicted on Exhibit "B" attached hereto ("Devcorp Property").

E. Devcorp is in the process of developing a neighborhood shopping center on the Devcorp Property ("Neighborhood Shopping Center").

F. A portion of the Devcorp Property is described on Exhibit "A" attached hereto and depicted as Parcel 2 on Exhibit "B" attached hereto ("Parcel 2").

G. To maximize the beneficial use of the Hahn Property and Devcorp Property, Hahn and Devcorp desire to have the right to use Parcel I and Parcel 2 for purposes of ingress to and egress from Parcel A on the Hahn Property, the Neighborhood Shopping Center on the Devcorp Property, and the public streets known as Grant Avenue and 22nd Street, both in the City of Ogden ("Grant Avenue" and "22nd Street", respectively).

H. Hahn and Devcorp, for themselves and their successors and assigns, desire to establish the appurtenant easements hereinafter described on Parcel 1 and Parcel 2, for the mutual benefit of the owners of any and all portions thereof and for the mutual benefit of Parcel A and the Devcorp Property and any and all portions thereof, all as more particularly set forth herein.

NOW, THEREFORE, in consideration of the covenants and agreements herein described, the parties hereto agree as follows:

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the Hahn Property contained within Parcel A is described on Exhibit "A" attached hereto and depicted as Parcel 1 on Exhibit "B" attached hereto ("Parcel 1").

D. Devcorp is the owner of certain real property located in the City of Ogden, County of Weber, State of Utah, which real property is described on Exhibit "A" attached hereto and depicted on Exhibit "B" attached hereto ("Devcorp Property").

E. Devcorp is in the process of developing a neighborhood shopping center on the Devcorp Property ("Neighborhood Shopping Center").

F. A portion of the Devcorp Property is described on Exhibit "A" attached hereto and depicted as Parcel 2 on Exhibit "B" attached hereto ("Parcel 2").

G. To maximize the beneficial use of the Hahn Property and Devcorp Property, Hahn and Devcorp desire to have the right to use Parcel 1 and Parcel 2 for purposes of ingress to and egress from Parcel A on the Hahn Property, the Neighborhood Shopping Center on the Devcorp Property, and the public streets known as Grant Avenue and 22nd Street, both in the City of Ogden ("Grant Avenue" and "22nd Street", respectively).

H. Hahn and Develorp, for themselves and their successors and assigns, desire to establish the appurtenant easements hereinafter described on Parcel 1 and Parcel 2, for the mutual benefit of the owners of any and all portions thereof and for the mutual benefit of Parcel A and the Devcorp Property and any and all portions thereof, all as more particularly set forth Legain.

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Grants of Easements for Ingress and Egress.

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- A. Hahn hereby grants to Devcorp a non-exclusive easement on, over, through, and across Parcel 1 for ingress to and egress from the Devcorp Property from and to Grant Avenue and 22nd Street, for vehicles and pedestrians.
- B. Devcorp hereby grants to Hahn a non-exclusive easement on, over, through, and across Parcel 2 for ingress to and egress from Parcel A on the Hahn Property from and to Grant Avenue and 22nd Street, for vehicles and pedestrians.
- C. Devcol, s use and enjoyment of the easement granted to it by Hahn shall not unreasonably interfere with Hahn's rights to develop, use and enjoy Parcel 1, or rights of use and enjoyment by Hahn's successors, assigns, business invitees or permittees. Hahn's use and enjoyment of the easement granted to it by Devcorp shall not unreasonably interfere with Devcorp's rights to develop, use and enjoy Parcel 2, or rights of use and enjoyment by Devcorp's successors, assigns, business invitees or permittees.

Devcorp shall repair any damage (other than ordinary wear and tear) to Parcel 1 which may directly result from its use thereof, and shall defend, indemnify, and hold Hahn harmless from and against any and all liability, cost (including reasonable attorneys' fees), damage, suit, or other claim by any person arising from or as a result of any accident, injury, loss or damage whatsoever caused to any person or to the property of any person as may arise out of any use and enjoyment of Parcel 1 by Devcorp, its successors, assigns, business invitees or permittees. Hahn shall repair any damage (other than ordinary wear and tear) to Parcel 2 which may directly

1. Grants of Easements for Ingress and Egress.

- A. Hahn hereby grants to Devcorp a non-exclusive easement on, over, through, and across Parcel I for ingress to and egress from the Devcorp Property from and to Grant Avenue and 22nd Street, for vehicles and pedestrians.
- B. Devcorp hereby grants to Hahn a non-exclusive easement on, over, through, and across Parcel 2 for ingress to and egress from Parcel A on the Hahn Property from and to Grant Avenue and 22nd Street, for vehicles and pedestrians.
- granted to it by Hahn shall not unreasonably interfere with Hahn's rights to develop, use and enjoy Parcel 1, or rights of use and enjoyment by Hahn's successors, assigns, business invitees or permittees. Hahn's use and enjoyment of the easement granted to it by Devcorp shall not unreasonably interfere with Devcorp's rights to develop, use and enjoy Parcel 2, or rights of use and enjoyment by Devcorp's successors, assigns, business invitees or permittees.

Devcorp shall repair any damage (other than ordinary wear and tear) to Parcel 1 which may directly result from its use thereof, and shall defend, indemnify, and hold Hahn harmless from and against any and all liability, cost (including reasonable attorneys' fees), damage, suit, or other claim by any person arising from or as a result of any accident, injury, loss or damage whatsoever caused to any person or to the property of any person as may arise out of any use and enjoyment of Parcel 1 by Devcorp, its successors, assigns, business invitees or permittees. Hahn shall repair any damage (other than ordinary wear and tear) to Parcel 2 which may directly

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result from its use thereof, and shall defend, indemnify, and hold Devcorp harmless from and against any and all liability, cost (including reasonable attorneys' fees), damage, suit or other claim by any person arising from or as a result of any accident, injury, loss or damage whatsoever caused to any person or to the property of any person as may arise out of any use and enjoyment of Parcel 2 by Hahn, its successors, assigns, business invitees or permittees.

- D. Hahn shall have the right to close off the roadway covered by the easement granted Devcorp for such reasonable period or periods of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone; provided however, that prior to such closing off, Hahn shall give written notice to Devcorp of its intention to do so. Devcorp shall have the right to close off the roadway covered by the easement granted Hahn for such reasonable period or periods of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone; provided however, that prior to such closing off, Devcorp shall give written notice to Hahn of its intention to do so.
- 2. Easements Appurtenant to Dominant Estate; Uses by Dominant Estate.
- A. The easements granted in paragraph 1 hereof are for the benefit of the land of the grantee of such easements, and in the case of Hahn the benefitted land is Parcel A and each part thereof, and in the case of Devcorp the benefitted land is the Devcorp Property and each part thereof, and each land parcel so benefitted shall be the dominant estate, and in each instance said easements shall be for the use and benefit of the grantee of

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result from its use thereof, and shall defend, indemnify, and hold Devcorp harmless from and against any and all liability, cost (including reasonable attorneys' fees), damage, suit or other claim by any person arising from or as a result of any accident, injury, loss or damage whatsoever caused to any person or to the property of any person as may arise out of any use and enjoyment of Parcel 2 by Hahn, its successors, assigns, business invitees or permittees.

D. Hahn shall have the right to close off the roadway covered by the easement granted Devcorp for such reasonable period or periods of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone; provided however, that prior to such closing off, hahn shall give written notice to Devcorp of its intention to do so. Devcorp shall have the right to close off the roadway covered by the easement granted Hahn for such reasonable period or periods of time as may be legally necessary to prevent the acquisition of prescriptive rights by anyone; provided however, that prior to such closing off, Devcorp shall give written notice to Hahn of its intention to do so.

Easements Appurtenant to Dominant Estate; Uses by Dominant Estate.

A. The easements granted in paragraph 1 hereof are for the benefit of the land of the grantee of such easements, and in the case of Hahn the benefitted land is Parcel A and each part thereof, and in the case of Devcorp the benefitted land is the Devcorp Property and each part thereof, and each land parcel so benefitted shall be the dominant estate, and in each instance said easements shall be for the use and benefit of the grantee of

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said easements in common with the grantor thereof and their respective successors, and their tenants or other occupants of floor area on their respective properties, and their employees, business invitees, licensees, concessionaires or permittees. The land upon which the easements granted in Paragraphs 1 and 2 are located shall be the servient estate.

B. No fence, division, or obstruction of any type shall ever be placed, kept, permitted or maintained between Parcel 1 and Parcel 2, or between Parcel A and Parcel 2, or between the Devcorp Property and Parcel 1 that will prevent vehicular or pedestrian traffic from flowing: (a) from and to Grant Avenue to and from Parcel A; (b) from and to 22nd Street to and from Parcel A; (c) from and to Grant Avenue to and from the Devcorp Property; and (d) from and to 22nd Street to and from the Devcorp Property.

3. <u>Improvements</u>.

A. Throughout the term of this Agreement, Hahn shall have the exclusive right to construct, install, and maintain, or cause to be constructed, installed, or maintained, roadway improvements on Parcel 1. Devcorp shall have no right to alter or remove any such improvements constructed on Parcel 1.

Hahn shall install or cause to be installed on Parcel 1 asphalt paving, curbs, gutters, sidewalks, signs, markings, lighting and landscaping required by applicable plans and specifications. Notwithstanding any of the foregoing provisions of this paragraph 3, if Hahn does not complete or cause to be completed the above described improvements to Parcel 1 (except landscaping) in accordance with said plans and specifications at least 45 days in advance of the scheduled opening date of the

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said easements in common with the grantor thereof and their respective successors, and their tenants or other occupants of floor area on their respective properties, and their employees, business invitees, licensees, concessionaires or permittees.

The land upon which the easements granted in Paragraphs i and 2 are located shall be the servient estate.

B. No fence, division, or obstruction of any type shall ever be placed, kept, permitted or maintained between Parcel 1 and Parcel 2, or between Parcel A and Parcel 2, or between the Devcorp Property and Parcel 1 that will prevent vehicular or pedestrian traffic from flowing: (a) from and to Grant Avenue to and from Parcel A; (b) from and to 22nd Street to and from Parcel A; (c) from and to Grant Avenue to and from the Devcorp Property; and (d) from and to 22nd Street to and from the Devcorp Property.

3. <u>Improvements</u>.

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Hahn shall install or cause to be installed on Parcel 1 asphalt paving, curbs, gutters, sidewalks, signs, markings, lighting and landscaping required by applicable plans and specifications. Notwithstanding any of the foregoing provisions of this paragraph 3, if Hahn does not complete or cause to be completed the above described improvements to Parcel 1 (except landscaping) in accordance with said plans and specifications at least 45 days in advance of the scheduled opening date of the

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Neighborhood Shopping Center, Devcorp shall have the right to make or cause to be made such improvements on Parcel 1. In such case, Devcorp shall have the right to enter Parcel 1 for the purpose of completing such improvements according to said applicable plans and specifications. In such case, Hahn shall promptly reimburse Devcorp for its actual expenses in connection with said improvements after their completion as evidenced by an architect's certificate and upon receipt of an accurate statement of such expenses signed by an officer of Devcorp.

B. As a condition precedent to its right to improve Parcel 1 as provided in paragraph 3A above, Devcorp shall give Hahn 75 days advance written notice of the scheduled opening date of the Neighborhood Shopping Center.

C. Throughout the term of this Agreement, Devcorp shall have the exclusive right to construct, install, and maintain, or cause to be constructed, installed or maintained, roadway improvements on Parcel 2. Hahn shall have no right to alter or remove any such improvements constructed on Parcel 2.

perceip shall install or cause to be installed on Parcel 2 asphalt paving, curbs, gutters, sidewalks, signs, markings, lighting and lamiscaping required by applicable plans and specifications. Notwithstanding any of the foregoing provisions of this paragraph 3, if Devcorp does not complete or cause to be completed the above described improvements to Parcel 2 (except landscaping) in accordance with said plans and specifications at least 45 days in advance of the scheduled opening date of the regional shopping center on the Hahn Property, Hahn shall have the right to make or cause to be made such improvements on Parcel 2. In such case, Hahn shall have the right to

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enter Parcel 2 for the purpose of completing such improvements according to said applicable plans and specifications. In such case, Devcorp shall promptly reimburse Hahn for its actual expenses in connection with said improvements after their completion as evidenced by an architect's certificate and upon receipt of an accurate statement of such expenses signed by an officer of Hahn.

D. As a condition precedent to its rights to improve Parcel 2 as provided in Paragraph 3C above, Hahn shall give Devcorp 75 days advance written notice of the scheduled opening date of the regional shopping center on the Hahn Property.

4. Maintenance.

Hahn shall, at no cost or expense to Devcorp, maintain or cause to be maintained the improvements constructed on Parcel 1,; in good order, condition, and repair.

Devcorp shall, at no cost or expense to Hahn, maintain or cause to be maintained the improvements constructed on Parcel 2, in good order, condition, and repair.

Nothing contained in this paragraph 4 shall be deemed to prohibit the cooperation of Devcorp with Hahn for the purpose of maintaining parking area improvements on the Devcorp Property, Parcel 1, Parcel 2, and Parcel A as one contiguous unit. In such case, maintenance costs thereof shall be pro-rated between Devcorp and Hahn according to a formula mutually agreed upon by Devcorp and Hahn.

Parking Index Ratios.

A. At all times from and after the opening date of the Neighborhood Shopping Center, Devcorp shall make available within designated automobile parking areas on the Devcorp Property not

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less than 5.0 automobile parking spaces for each one thousand (1,000) square feet of floor area within the Neighborhood Shopping Center.

- B. At all times from and after the time any tenant occupying space on Parcel A opens for business Hahn shall make available within designated automobile parking areas not less than 5.0 automobile parking spaces for each one thousand (1,000) square feet of floor area within Parcel A.
- c. The term "floor area" as used in this Agreement shall mean all areas for the exclusive use and occupancy by a tenant of Hahn or Devcorp, as the case may be, measured from the exterior surface of exterior walls (and from the extensions thereof, in the case of openings) and from the center of interior demising partitions, including warehousing or storage areas, clerical or office areas, employee areas and restrooms, but excluding mezzanines.

6. Term.

The easements granted in paragraph 1 shall take effect on the date this Agreement is recorded in the Office of the County Recorder of Weber County, and continue in effect for a term of 60 years from the date of said recording, and for as long thereafter as the REA is in existence.

7. Modification.

The provisions of this Agreement may be abrogated, modified, rescinded, or amended in whole or part, only with the consent of all record owners of Parcel A and the Devcorp Property

7/6/78 8/14/78 by an instrument in writing, executed and acknowledged by all such record owners and recorded in the Office of the County Recorder of Weber County. "Record owner(s)" shall mean an owner or owners in fee simple of the Devcorp Property and Parcel A, respectively.

8. Notices.

Wherever in this Agreement it shall be required or permitted that notice or demand be given or served by Devcorp or Hahn to or on the other, such notice or demand shall be given or served in writing and forwarded by certified or registered mail, addressed as follows:

To Devcorp:

Ogden City Plaza Associates c/o Hahn Devcorp 200 Continental Boulevard El Segundo, California 90245

To Hahn:

Ogden Mall Company c/o Ernest W. Hahn, Inc. 200 Continental Boulevard El Segundo, California 90245

Devcorp or Hahn, as the case may be, may designate a change of name or address by written notice by certified or registered mail to the other. Notice or demand shall be deemed given or served when properly mailed.

9. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

10. Miscellaneous.

A. In the event that suit is brought for the enforcement of this Agreement or as the result of any alleged breach

BOOK 1287 Page 77

thereof, the ultimately prevailing party or parties to such suit shall be entitled to be paid reasonable attorneys, fees by the losing party or parties, and any judgment or decree rendered shall include an award thereof.

B. The provisions of this Agreement shall not be deemed to constitute a dedication for public use nor to create any rights in the general public.

IN WITNESS WHEREOF, THIS ACCESS EASEMENT AGREEMENT has been executed by the undersigned on the day and year first above written.

OGDEN CITY PLAZA ASSOCIATES, a Limited Partnership

By: HAHN DEVCORP, a California corporation, General Partner

By Stanley W. Shilles
By
ERNEST W. HAHN, INC., a California corporation
By VICE PRESIDERI By Its

State of California County of Los Angeles) On January de 1974 , before me, the undersigned, a notary public in^{t} and for said State, personally appeared President, , known to me to be the _____ Secretary of HAHN DEVCORP, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of OGDEN CITY PLAZA ASSOCIATES, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same. WITNESS my hand and official seal. OFFICIAL SEAL SHELLEY ALLYN NOT/RY PUBLIC CANFORNIA PRINCIPAL OFFICE IN LOS ANGELES COUNTY My Commission Expires Nov. 9, 1980 [seal] State of California County of Los Angeles 19 1979 , before me, the undersigned, a notary public, in and for said State, personally appeared , known to me to be the Maresident, _, known to me to be the ___ Secretary of ERNEST W. HAHN, INC. of the corporation that executed the within instrument on behalf of said corporation, known to me to be the persons who executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors. WITNESS my hand and official seal. (Type or Print) [seal]

Farcel A

201-032-000

A part of Lots 9 and 10, Block 38, Plat A, Ogden City Survey: Beginning at the Northeast corner of Lot 10, said point of beginning also being North 89° 02' West 49.50 feet and South 0° 58' West 49.50 feet from the Ogden City Survey monument at the intersection of the centerlines of 22nd Street and Grant Avenue in Ogden City, Weber County, Utah; and running thence South 0° 58' West 298.00 feet to a point; thence North 89° 02' West 33.00 feet to a point; thence North 44° 02' West 26.87 test to a point; thence North 89° 02' West 140.00 feet to a point; thence North 0° 58' East 279.00 feet to a point; thence South 89° 02' East 192.00 feet to the point of beginning, containing 1.248 acres.

BNOX 1287 PAGE 80

Parcel 1

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A part of Lots 9 and 10, Block 38, Plat A, Ogden Survey: Beginning at a point on the East line of Lot 10; said point of beginning being South 0° 58' West 298.00 feet from the Northeast corner of said Lot 10; and said point of beginning also being North 89° 02' West 49.50 feet and South 0° 58' West 347.50 feet from the Ogden City Survey monument at the intersection of the centerlines of 22nd Street and Grant Avenue in Odden City, Weber County, Utah; and running thence North 89° 02' West 33.00 feet to a point; thence North 44° 02' West 26.87 feet to a point; thence North 89° 02' West 140.00 feet to a point; thence North 0° 58' East 36.00 feet to the beginning of a tangent curve concave Northeasterly; thence having a radius of 6.00 feet along said curve and a central angle of 90° 00' an arc distance of 9.44 feet; thence South 89° 02' East 152.42 feet to a point; thence South 44° 02' East 26.87 feet to a point; thence South 89° 02' East 20.58 feet to a point; thence South 0° 58' West 30.00 feet to the point of beginning, containing 0.135 acres.

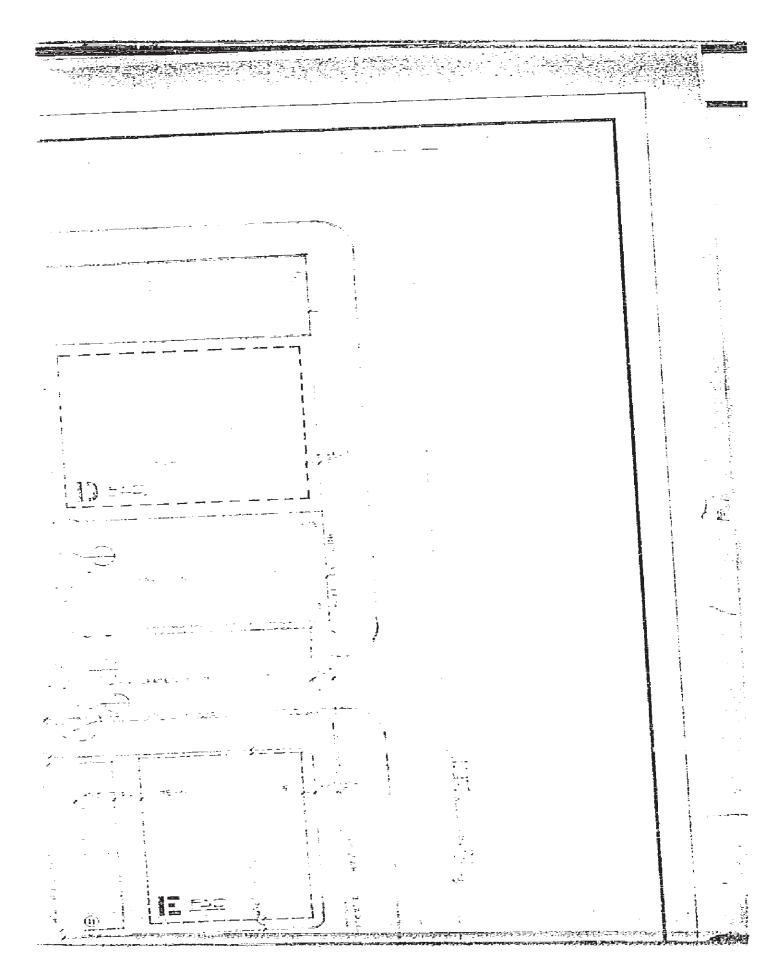
Devcorp Property

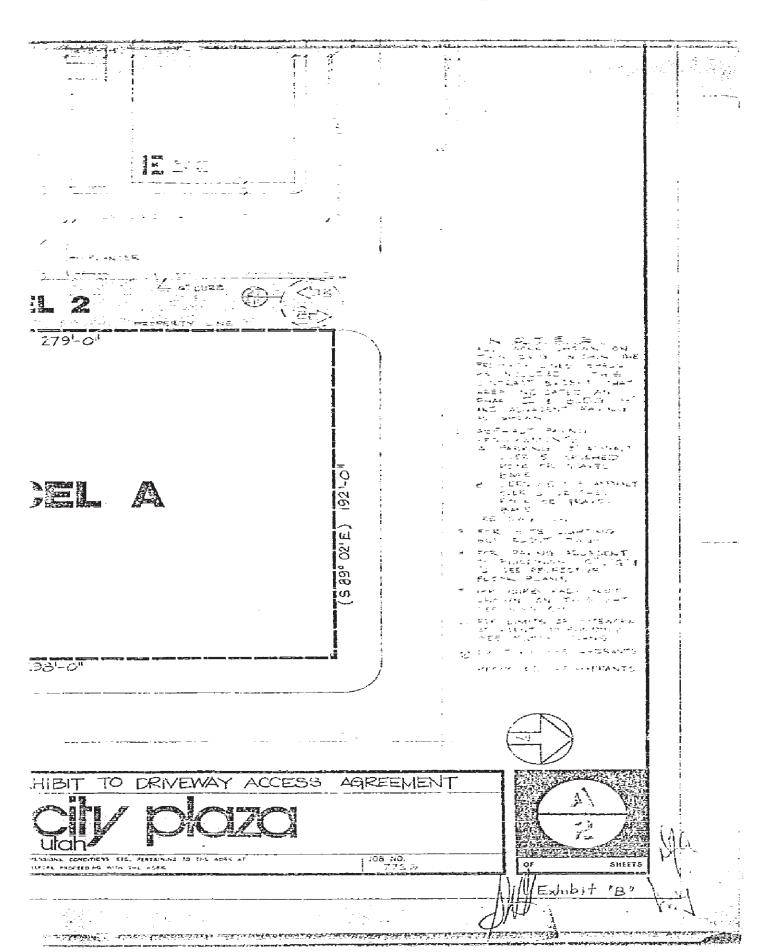
All of the Block 38, Plat A, Ogden City Survey, in Ogden City, Weber County, Utah, according to the official plat thereof; excepting therefrom a part of Lots 9 and 10, of said Block 38, Plat A, Ogden City Survey, described as follows:

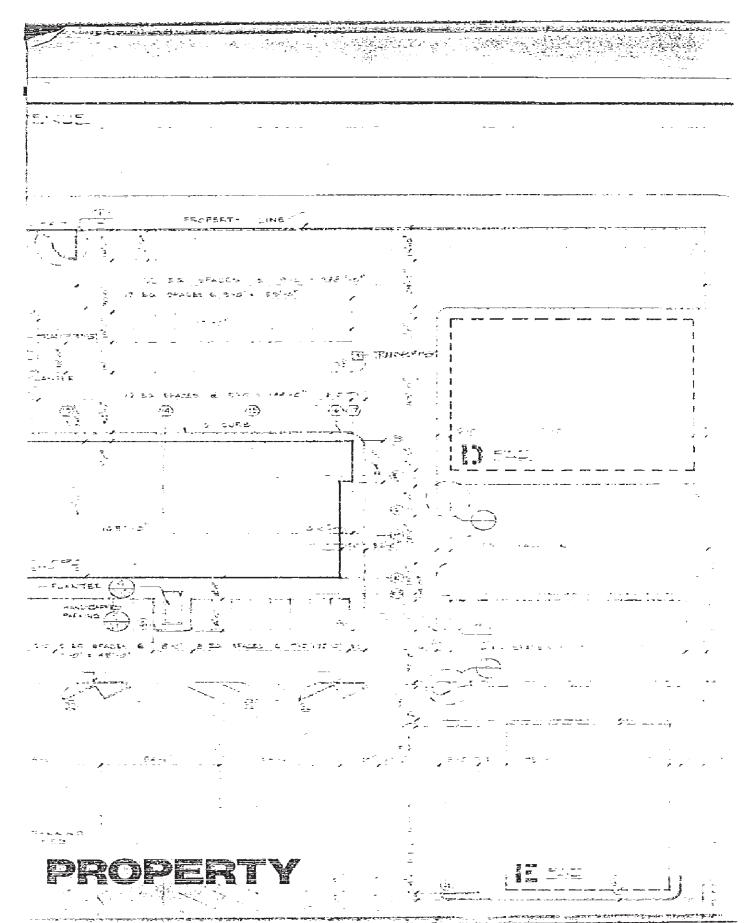
Beginning at the Northeast corner of said Lot 10, said point of beginning also being North 89°02' West 49.50 feet and South 0°58' West 49.50 feet from the Ogden City Survey Monument at the intersection of the centerlines of 22nd Street and Grant Avenue in Ogden City, Weber County, Utah; and running thence South 0°58' West 298.00 feet to a point; thence North 89°02' West 33.00 feet to a point; thence North 44°02 West 26.87 feet to a point; thence North 89°02' West 140.00 feet to a point; thence North 0°58' East 279.00 feet to a point; thence South 89°02' East 192.00 feet to the point of beginning, containing 1.248 acres.

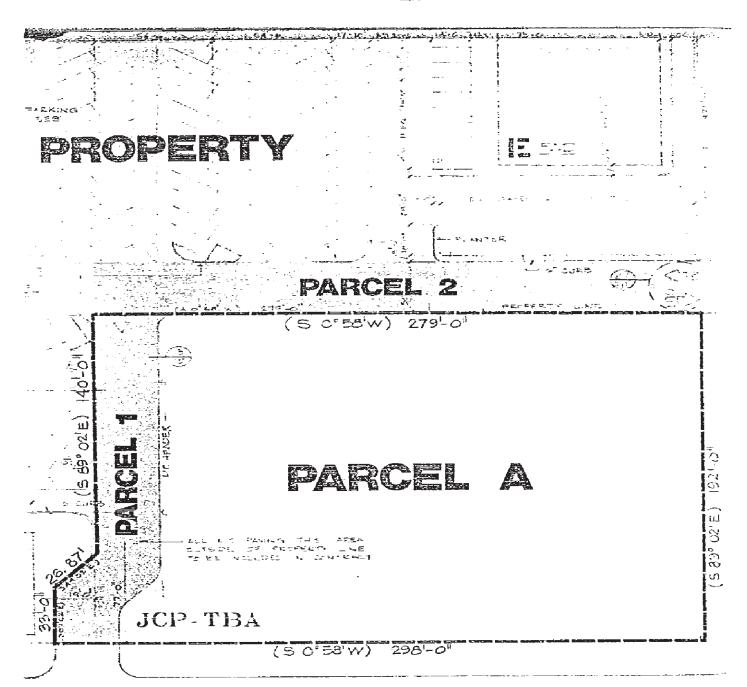
Parcel 2

A part of Lot 9 Block 38, Plat A, Ogden Survey: Beginning at a point on the North line of Lot 9; said point of beginning being North 89° 02' West 58.60 feet from the Northeast corner of said Lot 9; and said point of beginning also being North 89° 02' West 241.50 feet and South 0° 58' West 49.50 feet from the Ogden City Survey monument at the intersection of the centerlines of 22nd Street and Grant Avenue in Ogden City, Weber County, Utah; and running thence South 0° 58' West 279.00 feet to a point; thence North 89° 02' West 30.00 feet to a point; thence South 89° 02' East 30.00 feet to the point of beginning, containing 0.192 acres.

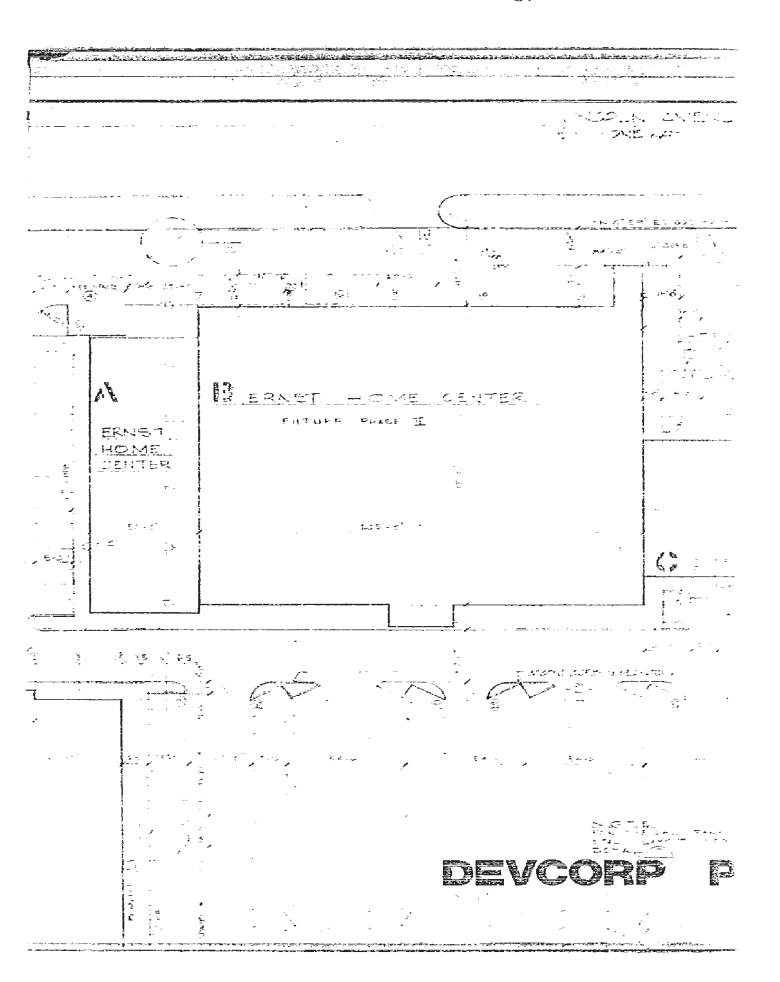


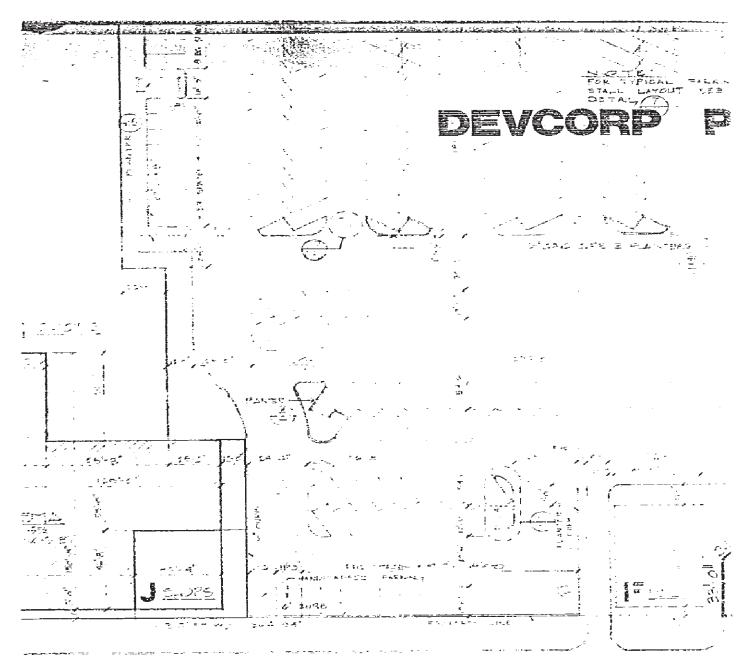






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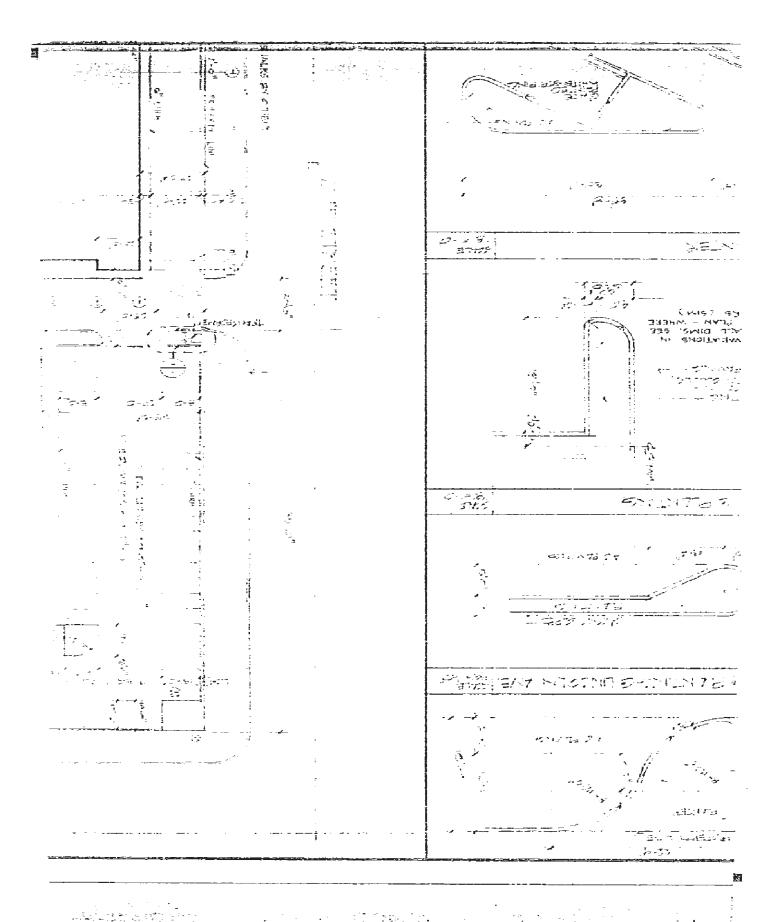
INTERIOR DESIGN

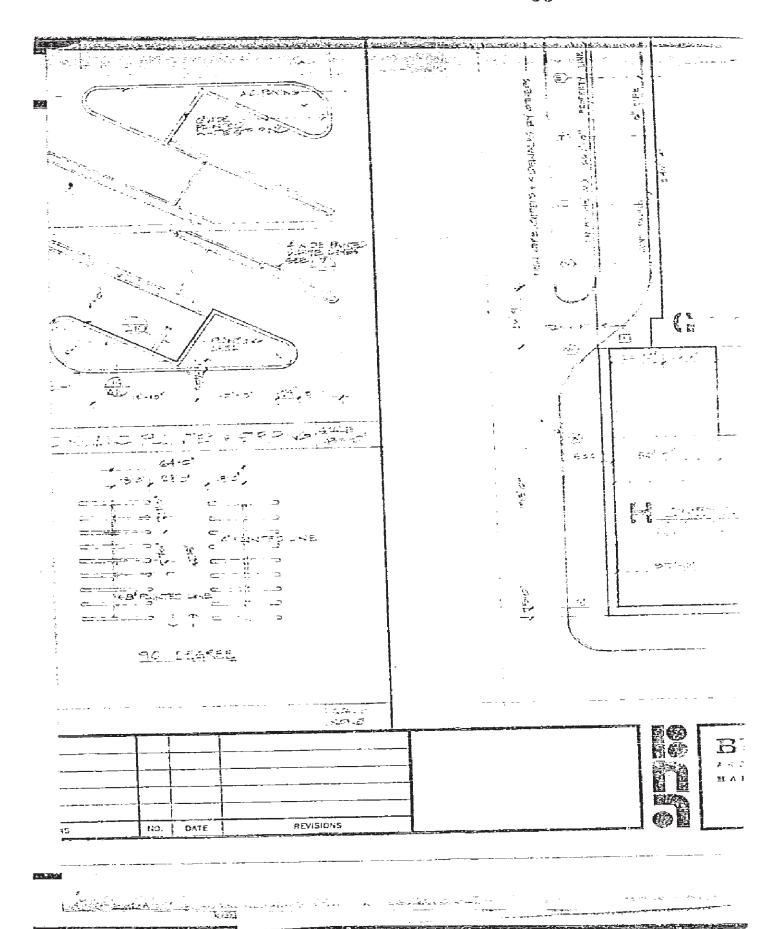
HAROLD J. NICOLAIS A.I.A.

MILLARD J. ARCHULETA JR. A.I.A

240 NORTH FLORENCE STREET EQU XNAFEFS OF FAMIL'S BOXES 254-928 (213) 254-928

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