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Fidelity National
200 Baker's Parkway, #1645
Atlanta GA, 30339
Attn: Karen Kinsell

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10/02/2002 05:00 PM 22.00
Book - 8660 Pg - 1567-1573
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
EQUITY TITLE
BY: ZJM, DEPUTY - WL 7 P.

SHORT FORM LEASE

THIS SHORT FORM LEASE, made and entered into this 24th day of September, 2002, by and between MACERICH ST MARKETPLACE LIMITED PARTNERSHIP, a California limited partnership (hereinafter referred to as "Landlord"), and CHICK-FIL-A, INC., a Georgia corporation (hereinafter referred to as "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant have entered into that certain Ground Lease Agreement dated November 16, 2001, as amended by that certain Letter Agreement dated February 4, 2002, as further amended by that certain Letter Agreement dated March 13, 2002, as further amended by that certain Letter Agreement dated April 12, 2002, as further amended by that certain Letter Agreement dated May 15, 2002, as further amended by that certain Letter Agreement dated August 29, 2002, as further amended by that certain Letter Agreement dated September 12, 2002, and as further amended by that certain First Amendment to Ground Lease Agreement dated September 24, 2002 (as amended, the "Lease"); and

WHEREAS, the parties hereto desire to file this Short Form Lease for record in the Records of Salt Lake County, Utah, to provide record notice of the Lease and the terms and conditions contained therein with respect to the Premises (as hereinafter defined).

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and in the Lease, Landlord and Tenant hereby agree as follows:

1. Premises. Per the terms of the Lease, Landlord leases and lets to Tenant, and Tenant takes and hires from Landlord, upon and subject to the terms, conditions, covenants and provisions thereof, all that certain tract, piece or parcel of land (the "Premises"), consisting of approximately 1.358 acres located in the Center (as such term is defined in the Lease), Sandy, Salt Lake County, Utah, the Premises being more particularly shown and described on Exhibit A attached hereto, which by this reference is incorporated herein and made a part hereof.

2. Easements.

(a) Access, Ingress and Egress and Parking. Per the terms of the Lease, Landlord has granted to Tenant a non-exclusive easement for the purposes of pedestrian and vehicular access, ingress, egress and parking upon, over, through and across all the driveways, accessways and sidewalks located from time to time in the Common Area of the Center, which easements shall be more particularly described as provided herein.

(i) Entrances. Except as may be required by applicable governmental authorities or the Major Occupant occupying Major Occupant Store 1 (currently operating under the trade name "Target"), Landlord shall not substantially change the location of the following entrances into the Center (hereinafter "Protected Entrances") without Tenant's prior written approval, which approval shall not be unreasonably withheld, delayed or conditioned: (a) the entrance

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located off of the road at the north end of the Center connecting State Street and Centennial Boulevard (hereinafter the "North Road"), and marked on Exhibit B (attached hereto, which by this reference is incorporated herein and made a part hereof) as "Entrance 1"; and (b) the entrance located off of State Street, and marked on Exhibit B as "Entrance 2"; and (c) the location of the intersection of North Road with State Street, marked on Exhibit B as "Entrance 3" [provided, however, that Landlord represents to Tenant that Landlord contemplates dedicating the road identified herein as "North Road" to the City of Sandy, and if Landlord so dedicates North Road, then this subparagraph (c) shall be deemed deleted].

(ii) Access Routes. In addition to the terms provided in subsection (i) above, except as may be required by applicable governmental authorities or the Major Occupant occupying Major Occupant Store 1, Landlord agrees that: (a) as to the access route from Entrance 1 to the Premises, marked on Exhibit B as "Access Route 1", the location of such access route shall not be materially altered or relocated without Tenant's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned; and (b) as to the access route from Entrance 2 to the Premises, marked on Exhibit B as "Access Route 2", Landlord shall have the right to alter or relocate such access route, as long as the altered or relocated route provides reasonable access to the Premises.

Notwithstanding the foregoing, the provisions relating to entrances and access routes set forth herein shall not be construed so as to give Tenant rights to approve, disapprove, or otherwise control the construction of buildings, or other development or redevelopment of the Center, as long as Tenant retains the access and entrance protection granted herein.

(b) Storm Water Drainage. Landlord and Tenant hereby acknowledge and agree that storm water presently drains from the Premises across the Common Area of the Center, as it may be improved from time to time, through sheet flow to collection inlets located upon the Common Area, and that such storm water drainage is permitted under the Lease. In the event the drainage system for the Center is modified so that sheet flow drainage across the Common Area from the Premises is no longer permitted, then Landlord shall provide Tenant with access to a reasonably adequate substitute drainage system for the drainage of storm water from the Premises (with respect to any such substitute drainage system, if applicable, Landlord shall be responsible for the costs of the substitute drainage system outside of the Premises and Tenant shall be responsible for the costs of the substitute drainage system within the Premises).

3. Term. The term of the Lease commenced on November 16, 2001, and shall terminate on the last day of the month which is twenty (20) years after the Rental Commencement Date (as such term is defined in the Lease) unless sooner terminated or extended as provided in the Lease. Tenant has the right to extend the term of the Lease for two (2) consecutive periods of five (5) years each pursuant to the terms of the Lease.

4. Incorporation of Lease. The provisions set forth in the Lease are hereby incorporated into this Short Form Lease as if set out in full herein. In the event of any conflict or inconsistency between the terms of this Short Form Lease and the terms of the Lease, the terms of the Lease shall govern and control for all purposes.

5. Defined Terms. All capitalized terms and words of art which are used but not defined herein shall have the same respective meaning designated for such terms and words of art in the Lease.

6. Cancellation of Short Form Lease. Upon the request of Landlord following the expiration or termination of the Lease, Tenant shall promptly execute and deliver to Landlord an appropriate release and/or cancellation instrument acknowledging the expiration or termination of the Lease and releasing any and all right, title and interest of Tenant in and to the Premises under the Lease. Such release and/or cancellation instrument shall be executed in proper form for recordation in the Deed Records of Salt Lake County, Utah.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

TENANT:

CHICK-FIL A, INC., a Georgia corporation

By: [Signature]

Name: Erwin C. Reid

Title: Vice President, Real Estate

By: [Signature]

Name: Donald M. Cathey

Title: Senior Vice President

[CORPORATE SEAL]

Notary Acknowledgement for Tenant:

State of Georgia :
County of Fulton :
:SS

On this, the 23rd day of Sept., 2002, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared Erwin C. Reid who acknowledged himself/herself to be Vice President of Tenant in the capacity stated and that he/she as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as such.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]
Notary Public
Print Name: Julie R. Harkins
My commission expires: 12/17/2005

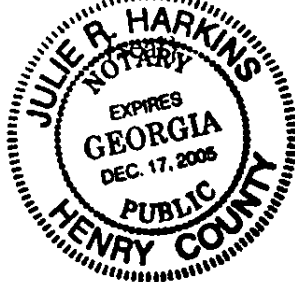


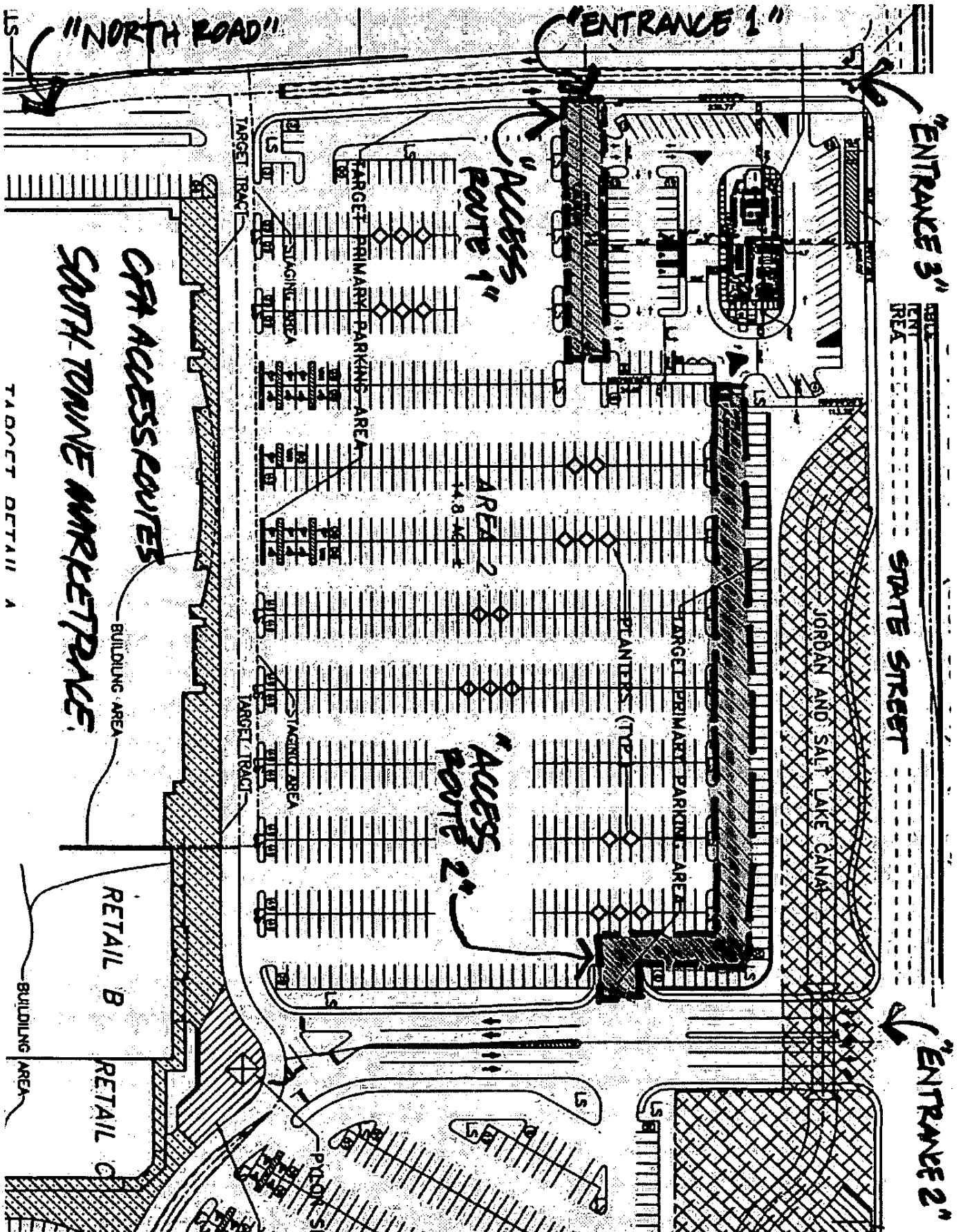
EXHIBIT A

Legal Description of Premises

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 & Meridian being more particularly described as follows:

Beginning at a point on the westerly boundary line of State Street (US-89) 41.32 feet (41.33 feet, record) N89°50'56"E and 550.47 feet (550.60 feet, record) N00°07'35"W from the nail and washer (referenced on the Salt Lake County Record of Survey Map No. S97-07-0403) found marking the Southeast corner of said Section 12, and running thence S45°13'07"W 5.82 feet along the northwesterly boundary line of the relocated Jordan and Salt Lake Canal; thence West 109.21 feet; thence North 20.00 feet; thence West 124.00 feet; thence North 240.00 feet; thence East 236.77 feet to said westerly boundary line of State Street; thence S00°07'35"E 255.90 feet along said line to the point of beginning.

EXHIBIT B



TARGET DETAIL A