

Return to
County Real Estate Section
53-126

REVISED AND RESTATED
MUTUAL USE EASEMENT AGREEMENT

UTAH STATE BUILDING OWNERSHIP AUTHORITY
BY AND THROUGH
DIVISION OF FACILITIES CONSTRUCTION AND MANAGEMENT
4110 STATE OFFICE BUILDING
SALT LAKE CITY, UTAH

AND

SALT LAKE COUNTY
2001 SOUTH STATE STREET
SALT LAKE CITY, UTAH

AND

WASATCH PLAZA HOLDINGS II, LLC
405 SOUTH MAIN STREET
SALT LAKE CITY, UTAH

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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CO REAL ESTATE
SUITE S3200
BY: SSP, DEPUTY - WI 18 P.

REVISED AND RESTATED
MUTUAL USE EASEMENT AGREEMENT

Tax ID Nos. 16-06-306-037
16-06-306-001
16-06-306-038

THIS AGREEMENT (the "Agreement") is made and entered into by and between WASATCH PLAZA HOLDINGS II, LLC hereinafter collectively referred to as "Wasatch," the UTAH STATE BUILDING OWNERSHIP AUTHORITY, hereinafter referred to as the "State," and SALT LAKE COUNTY, a body corporate and politic of the state of Utah, hereinafter referred to as the "County". Wasatch, the State, and the County are sometimes referred to herein singularly as a "Party" and collectively as the "Parties" with respect to the following:

WITNESSETH:

WHEREAS, Wasatch owns certain land situated on Block 39, Plat A, Salt Lake City, located at 405 South Main Street, Salt Lake City, identified as Parcel No. 16-06-306-001, and more specifically described in Exhibit "A" which is attached hereto and made a part hereof ("Wasatch Property"); and

WHEREAS, the State is the owner of that certain land also situated on Block 39, Plat A, Salt Lake City, located at 450 South State Street, Salt Lake City, identified as Parcel No. 16-06-306-037, and more specifically described in Exhibit "B" which is attached hereto and made a part hereof where the Matheson Courthouse is presently located ("Courthouse Property"); and

WHEREAS, the County is the owner of that certain land also situated on Block 39, Plat A, Salt Lake City located at approximately 465 South Main Street, Salt Lake City, identified as Parcel No. 16-06-306-038 and more specifically described in Exhibit "C" which is attached hereto and made a part hereof ("County Property"); and

WHEREAS, Wasatch and the State or their predecessors in interest entered into a Mutual Use Easement Agreement, dated September 1, 1997 (the "Original Agreement"), which was recorded in the Salt Lake County Recorder's Office on June 6, 2002, as Entry No. 8255791 in Book 8606 at Page 4260 and on June 7, 2002 as Entry No. 8257995 in Book 8607 at Page 856, affecting portions of the Wasatch Property and the State Property, more particularly described in Exhibit "D", which is attached hereto and made a part hereof, and purporting to affect a portion of the County Property even though the County's predecessor-in-interest did not sign or participate in the Original Agreement; and

WHEREAS the Original Agreement specifically allowed for the construction of a mutual use pedestrian walkway and emergency vehicle access right-of-way (the "Walkway") within certain areas on the Wasatch Property, the State Property, and the County Property (collectively

referred to as the “Mutual Use Easement Area”), and the Walkway was thereafter constructed across the within the Mutual Use Easement Area; and

WHEREAS, in the place of signing the Original Agreement, the County’s predecessor-in-interest recorded a Notice of Permissive Use of Land on January 21, 2003, in the Salt Lake County Recorder’s Office as Entry No. 8499609 in Book 8723 at Page 3334, permitting use of the portion of the County Property affected by the Walkway; and

WHEREAS, the Parties now mutually desire to revise and restate the Original Agreement to include the County as a Party and to specify that portion of the County Property to be included in the Mutual Use Easement Area for the Walkway under this Agreement. The legal description of the area on the County Property that is proposed to become subject to this Agreement and a part of the Mutual Use Easement Area is described in Exhibit “E” and depicted in Exhibit “F” which are attached hereto and made a part hereof.

WHEREAS, the Parties also mutually desire to make modifications to the Walkway and the improvements already constructed within the Mutual Use Easement Area. Specifically, the Parties will widen the Walkway to increase emergency vehicle access and make other modifications as depicted in the site plan attached hereto as Exhibit “G”.

NOW THEREFORE, for and in consideration of the covenants and agreements hereinafter contained, the Parties agree as follows:

SECTION 1. REVISION OF THE ORIGINAL AGREEMENT AND TERMINATION OF THE NOTICE OF PERMISSIVE USE

- a. The Parties together, and Wasatch and the State specifically, hereby expressly replace, revise, and restate in its entirety the Original Agreement. Upon the execution and recording of this Agreement, the Original Agreement recorded as Entry No. 8255791 and as Entry No. 8257995 shall have no further effect.
- b. The County hereby expressly cancels, terminates, revokes, and extinguishes the Notice of Permissive Use, recorded as Entry No. 8499609 and assigned to the County pursuant to the Assignment of Notice of Permissive Use of Land, recorded on My 15, 2014, as Entry No. 11849865 in Book 10230 at Page 9596 in the Salt Lake County Recorder’s Office.

SECTION 2. DESCRIPTION OF EASEMENT

- a. Wasatch does hereby grant and convey a Mutual Use Easement unto the State and the County, and the State and the County do hereby accept to use that certain real property comprising approximately 6,716.95 square feet of raw ground, hereinafter referred to as “Wasatch Easement”, situated on Block 39, Plat “A” located in Salt Lake City, State of Utah and more specifically defined on Exhibit “D” and depicted in Exhibit “H”.
- b. The State does hereby grant and convey a Mutual Use Easement unto Wasatch and the County, and Wasatch and the County do hereby accept to use that certain real property comprising approximately 7,313.72 square feet of raw ground, hereinafter referred to as

the "Courthouse Easement", situated on Block 39, Plat "A" located in Salt Lake City, State of Utah and also more specifically defined on Exhibit "D" and depicted in Exhibit "H".

- c. The County does hereby grant and convey a Mutual Use Easement unto Wasatch and the State, and Wasatch and the State do hereby accept to use that certain real property comprising approximately 8,200 square feet of raw ground, hereinafter referred to as the "County Easement", situated on Block 39, Plat "A" located in Salt Lake City, State of Utah and more specifically defined on Exhibit "E" and depicted in Exhibits "F" and "H" which are attached hereto and made a part hereof.
- d. The Wasatch Easement, Courthouse Easement and County Easement (collectively constituting the Mutual Use Easement Area) are to be mutually used by the Parties together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the Mutual Use Easement Area, and all rights and privileges incident thereto. The State shall have the right at its expense, and in conformity with applicable laws and ordinances, and subject to prior written approval of Wasatch or the County, which shall not be unreasonably withheld, to maintain, trim, cut or remove any landscape materials, repair light fixtures and accessories as the State may deem necessary to maintain those certain improvements more specifically described on Exhibit "G" which is attached hereto and made a part hereof.

SECTION 3. TERM OF EASEMENT

The term of this Agreement shall commence in the first day of August 2016, and shall continue thereafter until terminated by mutual consent of all of the Parties or their successors. Said Termination shall be a written document and shall be executed by all parties. Upon execution the document shall be recorded in the Salt Lake County Recorder's Office.

SECTION 4. CONSIDERATION

In consideration of granting this Easement, each Party has granted a Mutual Use Easement to the other Parties across portions of its property. In addition, the State provided, fabricated, installed and has maintained the existing Walkway within the Mutual Use Easement Area, and Wasatch or its predecessor-in-interest contributed to the cost of the construction of the Walkway. The Parties hereby agree to expand the Walkway and make other improvements within the Mutual Use Easement Area, and the County and the State have agreed to equally share the costs of making these improvements.

SECTION 5. USE OF PROPERTY

- a. The Mutual Use Easement Area shall be used solely for the purpose of the State and the County to construct, maintain, improve and expand the Walkway as a pedestrian walkway and emergency vehicle access right-of-way, together with the installation and maintenance of such electrical lighting equipment, sprinkling systems, utilities and landscaping as may be necessary, appropriate, or incidental to the use of said Mutual Use Easement for such purposes. No other signs, structures, lights, lettering, or other forms

of inscription or advertising devices shall be displayed on the Mutual Use Easement without prior written approval of all Parties hereto. Each Party reserves to themselves the right to the use and development of their property surrounding Mutual Use Easement not inconsistent with the other Parties' use of the Mutual Use Easement as granted herein.

- b. Wasatch shall not prevent the State and the County and the public from being able to use the Walkway for its intended purpose, including pedestrian access to public buildings as well as any emergency vehicle access to any public buildings.

SECTION 6. **REPAIR AND MAINTENANCE**

- a. The State shall maintain the Walkway in good condition and repair and continuously maintain the Walkway in accordance with all applicable rules and regulations of any duly authorized governmental agency or body.
- b. All repairs and maintenance of the Walkway shall be made as follows:
 - 1. The State shall be, at its sole cost and expense, responsible for: i) structural repairs and wind damage with a total cost of \$10,000.00 or less; ii) providing full service repair and maintenance of all electrical, lighting equipment and sprinkling systems; and iii) providing routine landscape maintenance and general upkeep as may be required. The State agrees to make timely repairs and have adequate maintenance procedures.
 - 2. The State and the County shall equally share the cost associated with the repair or replacement of existing improvements to the Walkway with a total cost in excess of \$10,000.00, including concrete repair or replacement.
- c. If, upon inspection, any Party determines repair or corrections are necessary at any time during the term of this Agreement, the State shall have thirty (30) days to make such repairs and/or maintenance upon receiving written notification from any Party. In the event the repairs are not completed within the thirty (30) day period, Wasatch or the County shall have the right to complete the work and the State shall reimburse the Party that completed the repairs for the cost of the repairs accomplished. In making any repairs, improvements or alterations on the Walkway, the State shall keep the Mutual Use Easement Area free from any mechanic's liens arising out of any such work performed, material furnished, or obligations incurred by the State.
- e. If all Parties agree to make additional improvements or modifications to the Walkway and all Parties agree to the scope, cost and payments associated with such additional improvements or modifications, this Agreement can be amended to accommodate the agreed upon improvements and modifications.

SECTION 7. **COVENANTS, CONDITIONS AND RESTRICTIONS**

- a. The Parties shall not commit, or permit others to commit, waste on the Mutual Use Easement Area or commit any other act that could disturb the quiet enjoyment of each Party.

- b. The State shall not, voluntarily or involuntarily or by operation of law or otherwise, assign or hypothecate its interest in the Easement.
- c. The Parties shall not place, store, or use in or about the property any explosives, acids, caustics, or any other inflammable explosive or hazardous materials on the Mutual Use Easement Area. The Parties shall not store any gasoline, kerosene or oil in or about the Mutual Use Easement Area.

SECTION 8. HOLD HARMLESS AND INSURANCE

- a. The Parties shall exonerate, save harmless, protect, and indemnify each other from and against any and all losses, damages, claims, suits, or actions for any damage or injury to persons or property caused by the construction and maintenance of the Walkway or parts thereof and insurance coverage for the Mutual Use Easement shall be included in the public liability policy which the State is required to furnish under Section 8(b) of this Agreement. The State agrees that Wasatch and the County disclaim any responsibility for the condition of the Walkway or for acts of the State, its employees or agents in the maintenance and operation of the Walkway.
- b. The State shall provide and pay for at its own expense Public Liability Insurance, to the limits required by the laws of the State of Utah, covering liability arising from claims of workmen or members of the public in respect to any use of the Mutual Use Easement Area during the period of the Agreement. The State shall provide that no cancellation, reduction in amount or material change in coverage thereof shall be effective until at least twenty (20) days, after receipt by Wasatch and the County of written notice thereof.

SECTION 9. REPRESENTATION

- a. The Parties represents that they are the lawful owners respectively of the Wasatch Property, the Courthouse Property and the County Property, and that they have the right to encumber the same as herein provided.
- b. The Parties represent that they have examined the Mutual Use Easement Area and have not relied upon any statements, representations or agreements whatsoever as to the condition of the Mutual Use Easement Area, and the Parties accept the same in the condition as now exists.

SECTION 10. TERMINATION & SURRENDER OF PROPERTY

Upon termination of the Agreement, the Parties agree to surrender the Mutual Use Easement in good order and condition.

SECTION 11. COST & ATTORNEY'S FEES

In case of default in carrying out the terms and conditions of this Agreement, the Party in default agrees to pay a reasonable attorney's fee and all costs of the other Parties in enforcing this Agreement. If a breach of contract is alleged by any Party against another Party, fifteen (15)

days prior written notice of default shall be given to the other Party before any legal action is taken.

SECTION 12. MANNER OF GIVING NOTICE

Any notice to be given by either party to the other pursuant to the provision of this Agreement or of any law, present or future, shall be in writing and delivered personally to the party to whom notice is to be given, or by certified mail, return receipt requested, addressed to the party for whom it is intended at the address stated below or such other address as it may have designated in writing. Notice shall be deemed to have been duly given, if delivered personally, upon receipt thereof, and if mailed, upon the third day after mailing thereof.

If to the State :

Utah State Building Ownership Authority
Attention: Real Estate Manager
4110 State Office Building
Salt Lake City, Utah 84114

If to Wasatch:

Wasatch Plaza Holdings II, LLC
Attention: Dell Loy Hansen
595 S. Riverwoods Parkway
Logan, Utah 84321

If to the County:

Salt Lake County Real Estate Section
Attention: Salt Lake County Real Estate Manager
2001 South State Street, #S-120
Salt Lake City, Utah 84116-4575

SECTION 13. OPTIONS TO TERMINATE EASEMENT

The State reserves the right to terminate this Agreement if the Utah State Legislature passes legislation specifically impacting the State's ability to continue to use the Mutual Use Easement Area. The State, therefore, reserves the right for the above reasons to terminate the Agreement by giving sixty (60) days advance written notice to Wasatch and the County of its intention to terminate said Agreement.

SECTION 14. MARGINAL CAPTIONS

The various headings and numbers herein and the grouping of the provisions of this Agreement into separate sections and paragraphs are for the purpose of convenience only and shall not be considered a part hereof.

SECTION 15. ENTIRE AGREEMENT


The Agreement and the Exhibits, if any, attached hereto, and forming a part hereof, set forth all of the covenants, promises, agreements, conditions, and understandings between Parties governing the Mutual Use Easement Area. There are no covenants, promises, agreements, conditions and understandings, either oral or written, between them other than those herein set forth. Except as herein provided, no subsequent alterations, amendments, changes or additions

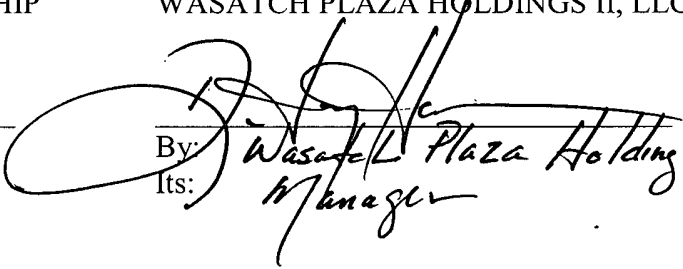
to this Easement shall be binding upon the Parties unless and until reduced to writing and signed by all Parties. No easement, contract, option, agreement to easement or other obligation of the Parties shall arise until this instrument is signed by all Parties and recorded in the Salt Lake County Recorder's Office.

IN WITNESS WHEREOF, the parties hereto sign and cause this Easement to be executed.

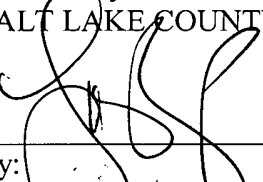
The State
UTAH STATE BUILDING OWNERSHIP
AUTHORITY

Wasatch
WASATCH PLAZA HOLDINGS II, LLC.


By: Lee Fairbairn
Its: Real Estate Project Manager


By: Wasatch Plaza Holding
Its: Manager

The County
SALT LAKE COUNTY


By: _____
Its: Mayor or Designee

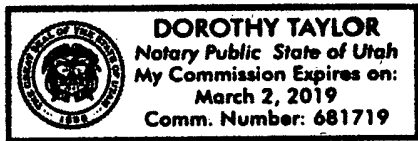
By: Sherrie Swensen
Sherrie Swensen, Salt Lake County Clerk

[Acknowledgements on Following Pages]

APPROVED AS TO FORM
District Attorney's Office
By: R. Christopher Preston
Attorney
R. CHRISTOPHER PRESTON
Date: 7/29/2016

STATE OF UTAH)
 : SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 1 day of August, 2016 by Lee Fairbairn, the Real Estate Project Manager of the Utah State Building Ownership Authority.



Dorothy Taylor
Notary Public

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

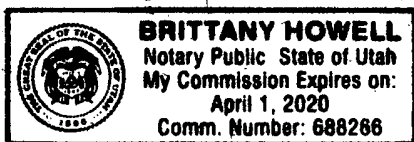
On this 4 day of August, 2016, personally appeared before me Dell Lay Hansen, who by me being duly sworn, did say that (s)he is the Manager of Wasatch Plaza Holdings II, LLC, and that the foregoing instrument was signed in behalf of said organization by authority of its bylaws, and said person acknowledged to me that said organization executed the same.



Christy Moe Ginn
Notary Public

STATE OF UTAH)
 :SS
County of Salt Lake)

On this 4 day of August, 2016, personally appeared before me Lori Bays, who being duly sworn, did say that (s)he is the Deputy Mayor of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.



Brittany Howell
NOTARY PUBLIC
Residing in Salt Lake County, Utah

STATE OF UTAH)
 :SS.
COUNTY OF SALT LAKE)

On this 9th day of August, 2016, personally appeared before me Sherrie Swensen, who being duly sworn, did say that she is the Clerk of Salt Lake County and that the foregoing instrument was signed by her on behalf of Salt Lake County, by authority of a Resolution of the Salt Lake County Council.

Linda C. Duffy
NOTARY PUBLIC

Residing in Salt Lake County

[SEAL]

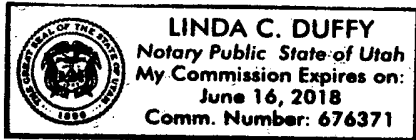


EXHIBIT "A"

LEGAL DESCRIPTION
WASATCH PROPERTY

Beginning at the Southeast corner of the intersection of 400 South and Main Streets, said point being the Northwest corner of Lot 5, Block 39, Plat "A", Salt Lake City Survey and running thence North 89°57'47" East along the South right of way line of 400 South Street, 330.00 feet, thence South 0°01'57" East 247.50 feet; thence South 89°57'47" West 165.00 feet; thence South 0°01'57" East 2.00 feet; thence South 89°57'47" West 165 feet to the East right of way line of Main Street; thence North 0°01'57" West along said East line 249.50 feet to the point of beginning.

EXHIBIT "B"

LEGAL DESCRIPTION
COURTHOUSE PROPERTY

Beginning at a point South 0°01'40" East 19.56 feet from the Northeast corner of Lot 6, Block 39, Plat "A", Salt Lake City Survey and running thence South 0°00'40" East 640.59 feet; thence South 89°58'24" West 330.06 feet; thence North 0°00'59" West 660.15 feet; thence N 89°58'24" East 103.62 feet; thence South 74°30'41" East 23.19 feet; thence Southeasterly along a 50.79 foot radius curve to the left 10.36 feet; thence South 86°11'13" East 53.51 feet; thence North 89°58' East 8.66 feet; thence South 6.25 feet; thence North 89°58' East 12 feet; thence North 6.25 feet; thence North 89°58' East 103.06 feet; thence Southeasterly along a 22.34 foot radius curve to the right 19.2 feet to the Point of Beginning.

Parcel ID No. 16-06-306-037

EXHIBIT "C"

LEGAL DESCRIPTION
COUNTY PROPERTY

A parcel of land being ten entire tracts in Lots 2, 3, and 4 of Block 39, Plat "A", Salt Lake City Survey and located in the Southwest Quarter of Section 6, Township 1 South, Range 1 East, Salt Lake Base and Meridian; said parcels were conveyed to Salt Lake County per that Special Warranty Deed recorded May 15, 2014 as Entry No. 11849863 in Book 10230 at Page 9590 and that Quit Claim Deed recorded May 15, 2014 as Entry No. 11849864 in Book 10230, at Page 9594 in the Office of the Salt Lake County Recorder also shown on that certain A.L.T.A Survey plat filed as No. S2015-05-0195 in the Office of the Salt Lake County Surveyor; the boundary of said parcel of land is described as follows:

Beginning at the northwesterly Corner of said Lot 2 of Block 39 which point is 68.72 feet S. 89°47'38" E. along the centerline of 500 South Street and 63.78 feet N. 00°12'34" E. and 165.00 feet N. 00°12'47" E. (Record = North) along the westerly line of said Lot 2 of Block 39 from a brass monument marking the intersection of Main Street and 500 South Street; thence N. 00°12'47" E. (Record = North) 245.52 feet along the westerly line of said Lots 3 and Lot 4 to a northwesterly corner of said parcel; thence along the northerly and westerly lines of said parcel the following three (3) courses: 1) S. 89°47'29" E. (Record = East) 165.00 feet; 2) N. 00°58'10" E. (Record = North) 1.98 feet; 3) S. 89°47'29" E. (Record = East) 165.00 feet to the easterly line of said Lot 4; thence S. 00°13'04" W. (Record = South) 412.50 feet along the easterly lines of said Lots 4, 3, and 2 to the southeasterly corner of said Lot 2; thence N. 89°47'29" W. (Record = West) 121.00 feet along the southerly line of said Lot 2 and Block 39 to a southwesterly corner of said parcel; thence departing said southerly Lot and Block line N. 00°12'47" E. (Record = North) 165.00 feet along a westerly boundary line of said parcel to the northerly line of said Lot 2; thence N. 89°47'29" W. 209.00 feet along the northerly line of said Lot 2 to the **Point of Beginning**.

The above described parcel of land contains 101,319 square feet in area or 2.326 acres, more or less.

BASIS OF BEARINGS: The Basis of Bearing is S. 89°47'38" E. between the Salt Lake City brass cap monument at the intersection of 500 South Street and Main Street and the Salt Lake City brass cap monument at the intersection of 500 South Street and State Street.

EXHIBIT "D"

MUTUAL USE EASEMENT
LEGAL DESCRIPTIONS ON
WASATCH PROPERTY AND COURTHOUSE PROPERTY

WASATCH PROPERTY
COUNTY TAX ID # 16-06-306-001

Beginning at the Northwest corner of Lot 6, Block 39, plat "A", Salt Lake City Survey and running thence South 00°00'59" East 247.56 feet, along the Easterly boundary line of the Wells Fargo Bank property to the Southerly boundary line of said property; thence South 89°58'24" West 26.06 feet along said boundary line; thence North 00°00'59" West 196.35 feet; thence South 89°58'24" West 5.17 feet; thence North 00°00'59" West 51.21 feet to the Northerly boundary line of said property; thence North 89°58'24" East 31.23 feet along said boundary line to the point of beginning. Contains 0.1542 acres, more or less

STATE PROPERTY
COUNTY TAX ID # 16-06-306-037-000

Beginning at the Northwest corner of Lot 6, Block 39, Plat "A", Salt Lake City Survey and running thence North 89°58'24" East 26.64 feet; thence South 00°00'59" East 7.10 feet to a point of curvature with a 26.64 foot radius curve to the right; thence Southwesterly 31.59 feet along the arc of said curve through a central angle of 67°56'11" (chord bears South 33°57'07" West 29.77 feet); thence South 00°00'59" East 603.68 feet to a point on a 26.64 foot radius curve to the right; thence Southeasterly 31.58 feet along the arc of said curve through a Central angle of 67°55'37" (chord bears South 33°59'25" East 29.77 feet); thence South 89°58'24" West 26.64 feet; thence North 00°00'59" West 660.15 feet to the point of beginning. Contains 0.1679 acres, more or less.

EXHIBIT "E"

MUTUAL USE EASEMENT
LEGAL DESCRIPTION ON
COUNTY PROPERTY

A mutual use easement being part of that entire tract in Lot 3, and part of Lots 2 and 4 of Block 39, Plat "A", Salt Lake City Survey and located in the Southwest Quarter of Section 6, Township 1 South, Range 1 East, Salt Lake Base and Meridian; said entire tract was conveyed to Salt Lake County per that Quit Claim Deed recorded April 28, 2016 as Entry No. 12268306 in Book 10425 at Page 5845 in the Office of the Salt Lake County Recorder also, shown on that certain A.L.T.A Survey plat filed as No. S2015-05-0195 in the Office of the Salt Lake County Surveyor; the boundary of said mutual use easement is described as follows:

Beginning at the southeasterly corner of said Lot 2 of Block 39 which point is 398.70 feet N. $89^{\circ}58'18''$ E. along the centerline of 500 South Street and 63.76 feet N. $00^{\circ}00'59''$ W. from the brass monument marking the intersection of Main Street and 500 South Street; thence S. $89^{\circ}58'28''$ W. (Record = West) 47.57 feet along the southerly line of said Lot 2 to a westerly boundary line of an existing mutual use easement recorded June 7, 2002 as Entry No. 8257995 in Book 8607, at Page 856 in the Office of said Recorder, and a point of non-tangency with a 47.57 – foot radius curve to the right, concave southeasterly (radius point bears N. $89^{\circ}56'10''$ E.); thence northeasterly 60.81 feet along the arc of said curve and existing easement, through a central angle of $73^{\circ}14'21''$; thence departing said existing easement N. $00^{\circ}00'59''$ W. 154.44 feet to a point of tangency with a 85.50 – foot radius curve to the left, concave westerly; thence northerly 22.12 feet along the arc of said curve, through a central angle of $14^{\circ}49'23''$ to a point of reverse curvature with a 137.50 - foot radius curve to the right, concave easterly; thence northerly 35.34 feet along the arc of said curve, through a central angle of $14^{\circ}43'34''$; thence N. $00^{\circ}04'06''$ W. 146.47 feet to a point of tangency with a 137.50 – foot radius curve to the right, concave easterly; thence northerly 9.21 feet along the arc of said curve, through a central angle of $03^{\circ}50'16''$ to a northerly boundary line of said entire tract; thence N. $89^{\circ}58'28''$ E. (Record = East) 21.01 feet along said northerly boundary line to the northeasterly corner of said entire tract; thence S. $00^{\circ}00'59''$ E. (Record = South) 412.50 feet along the easterly boundary line of said entire tract and said Lots 4, 3, and 2 to the **Point of beginning**.

The above described mutual use easement contains 8,200 square feet in area or 0.188 acres, more or less.

EXHIBIT "F": By this reference, made a part hereof.

BASIS OF BEARINGS: The Basis of Bearing is N. $89^{\circ}58'18''$ E. between the Salt Lake City brass cap monument at the intersection of 500 South Street and Main Street and the Salt Lake City brass cap monument at the intersection of 500 South Street and State Street.

EXHIBIT "F"

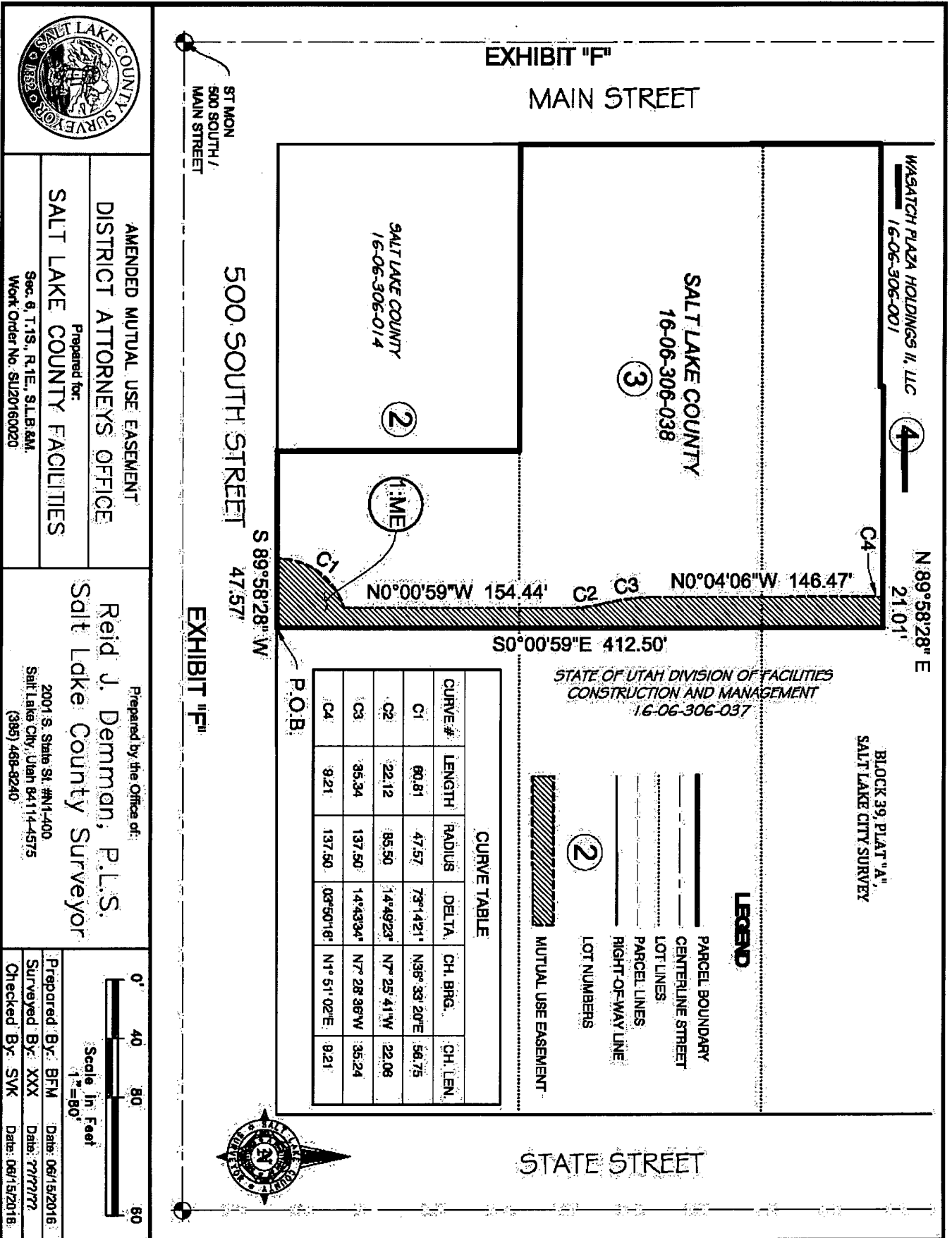
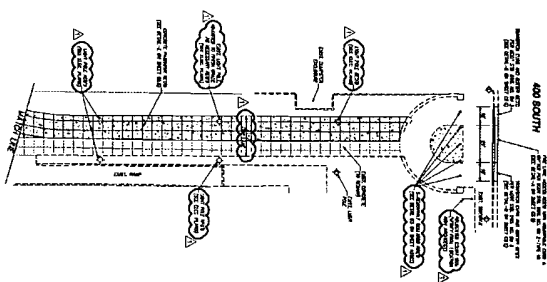
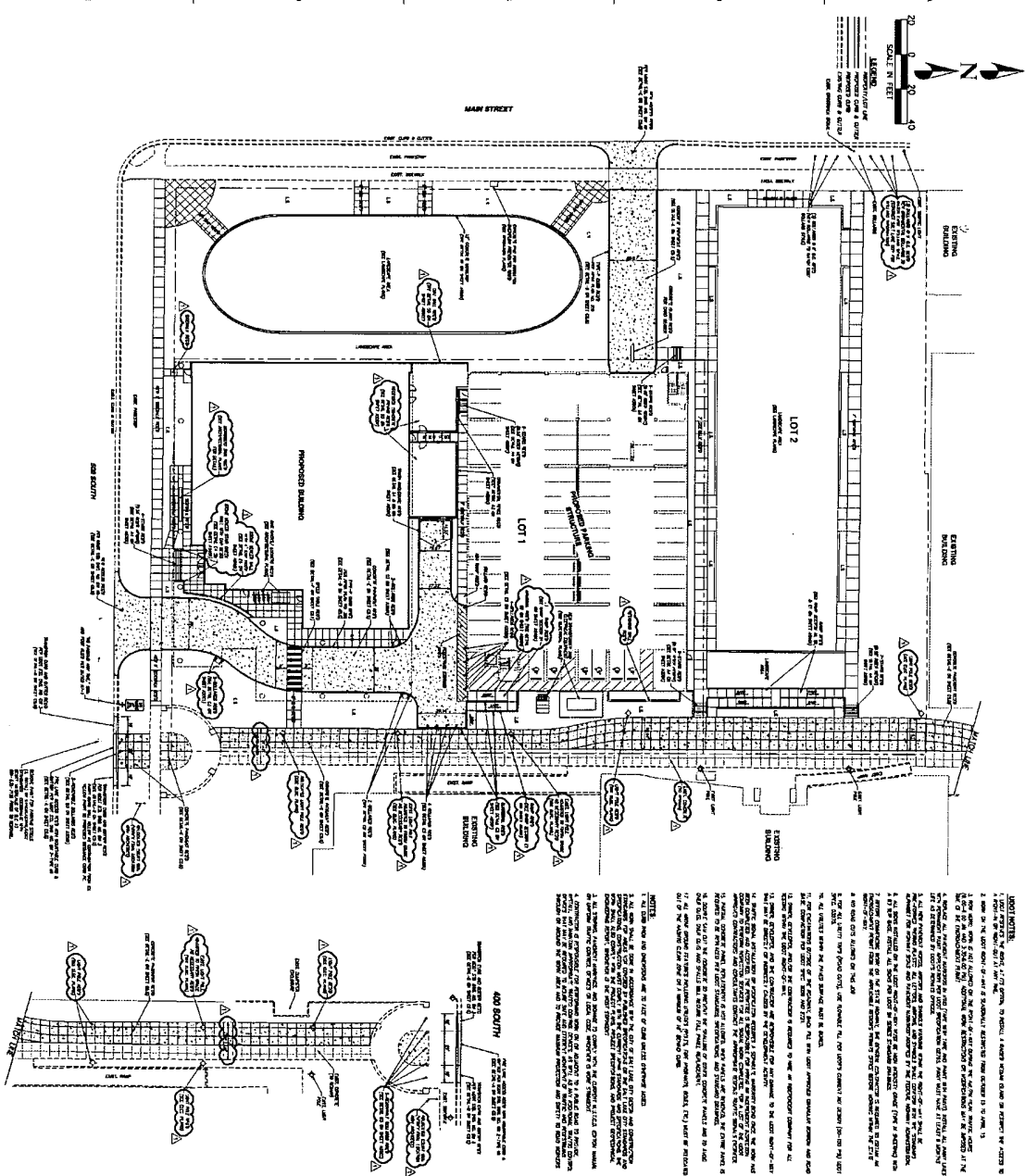


EXHIBIT "G" SITE PLAN INCLUDING MUTUAL USE EASEMENT



NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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18. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
19. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
20. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

DATE: MARCH 18, 2014

PROJECT: SALT LAKE CITY DISTRICT ATTORNEY OFFICE BUILDING

SCALE: 1/8" = 1'-0"

DESIGNED BY: MHTN ARCHITECTS

DRAWN BY: MHTN ARCHITECTS

CHECKED BY: MHTN ARCHITECTS

APPROVED BY: MHTN ARCHITECTS

SALT LAKE CITY DISTRICT ATTORNEY OFFICE BUILDING

500 SOUTH MAIN STREET
SALT LAKE CITY, UTAH

MHTN ARCHITECTS

200 WEST 1000 SOUTH
SALT LAKE CITY, UTAH 84119

PHOTO CONSULTANTS

200 WEST 1000 SOUTH
SALT LAKE CITY, UTAH 84119

EXHIBIT "H"

DEPICTION OF WASATCH, COURTHOUSE AND COUNTY EASEMENTS

