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 Gary W. Ott  
 Recorder, Salt Lake County, UT  
 METRO NATIONAL TITLE  
 BY: eCASH, DEPUTY - EF 16 P.

MNT 25091  
 WHEN RECORDED, MAIL TO:  
 Robert A. McConnell, Esq.  
 Parr Brown Gee & Loveless  
 185 South State Street, Suite 800  
 Salt Lake City, Utah 84111  
 Parcels # 27-36-351-006, 008,  
 27-36-151-017, 018  
 With a copy to:

Guy P. Kroesche, Esq.  
 STOEL RIVES LLP  
 201 South Main Street, Suite 1100  
 Salt Lake City, Utah 84111

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is made as of the 18<sup>th</sup> day of November, 2011, by DRAPER HOLDINGS, LLC, a Utah limited liability company ("Grantor") in favor of EBAY INC., a Delaware corporation ("Grantee"). Grantor and Grantee are sometimes collectively referred to in this Agreement as the "Parties" or individually as a "Party."

### RECITALS:

- A. Grantor owns certain tracts of land within Salt Lake County, Utah consisting of the real property described on Exhibit A attached hereto (the "Grantor Parcels").
- B. Grantee owns that certain tract of land within Salt Lake County, Utah consisting of the real property described on Exhibit B attached hereto (the "Grantee Parcel").
- C. Grantee desires to obtain certain easements and rights-of-way across and with respect to a portion of the Grantor Parcels, as such portions are depicted, shown and particularly described on Exhibit C attached hereto (the "Access Easement Area," the "Utility Easement Area," and the "Drainage Easement Area" are collectively referred to herein as the "Easement Areas") for the benefit and use of the Grantee Parcel.
- D. Grantor has agreed to grant the requested easements and rights-of-way to Grantee.
- E. The Parties desire to execute and record this Agreement for the purpose of evidencing of record the foregoing described matters.

### AGREEMENT:

NOW, THEREFORE, for and in consideration of the Acquisition Agreement, and the mutual benefits to be derived from this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals.** The recitals set forth above in this Agreement are hereby incorporated and made a part of this Agreement.

2. **Definitions.** Certain capitalized terms which are used in this Agreement are previously defined in this Agreement. In addition to those previously defined terms, the following capitalized terms shall have the meanings indicated.

**"Acquisition Agreement"** means that certain Real Estate Acquisition Agreement, by and between Grantor and Grantee, dated July 15, 2011, as the same may be amended.

**"Benefited Parties"** means, with respect to a Parcel, the Owners and Occupants of that Parcel, the providers of utility services to any such Parcel, and their respective employees, customers, guests and invitees.

**"Dedication"** is defined in Section 5.

**"Force Majeure"** means any delay caused by acts of nature or the elements, acts of terrorism, weather, avalanche, fire, earthquake, flood, explosion, war, invasion, insurrection, riot, malicious mischief, vandalism, larceny, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, order of government or civil defense authorities or any other cause (financial inability excepted), including, without limitation, governmental or regulatory action or inaction, beyond the control of Grantor or Grantee, as the case may be, or other person or entity delayed.

**"Governmental Authorities"** or **"Governmental Authority"** means all governmental or quasi-governmental units, commissions, councils, boards, agencies, staffs or similar bodies having jurisdiction over a specified matter.

**"Mortgage"** means a recorded mortgage, deed of trust or other security agreement creating a lien on a Parcel or a portion of a Parcel as security for the payment of indebtedness.

**"Mortgagee"** means the mortgagee, beneficiary or other secured party under a Mortgage.

**"Occupant"** means any Person that, by virtue of a contract to purchase, a lease, a rental arrangement, a license or any other instrument, agreement, contract, document, understanding or arrangement is entitled to or does occupy, possess or use any Parcel or portion of any Parcel.

**"Offending Party"** is defined in Section 4.

**"Owner"** means any Person that, at the time concerned, is the owner of record in the office of the County Recorder of Salt Lake County, Utah of the ground leasehold interest in any Parcel or portion of any Parcel. In the event that, at any time, more than one Person owns the fee interest in a Parcel, they shall constitute one (1) Owner, and liability of each such Person for performance or compliance with the applicable provisions of this Agreement shall be joint and several. Notwithstanding any applicable theory relating to a mortgage, deed of trust, or like instrument, the term **"Owner"** shall not mean or include a Mortgagee unless and until such Person has acquired fee title to the Parcel encumbered by a Mortgage pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof.

**“Parcel”** means any of the Grantor Parcels or the Grantee Parcel.

**“Parcels”** means the Grantor Parcels and the Grantee Parcel.

**“Person”** means a natural person or a legal entity.

**“Road”** shall mean the extension of Galena Park Boulevard from its existing terminus at the northern boundary of the Grantor Parcels to the point located just south and east of the Galena Park Boulevard underpass.

3. **Easements.** Grantor grants the following easements and rights to Grantee and its Benefited Parties, for the benefit of the Grantee Parcel and each of them:

3.1 **Access and Related Easements.**

(a) **Grant.** A perpetual, nonexclusive right-of-way and easement for the purpose of providing vehicular and pedestrian access over and across the Access Easement Area to and from the Grantee Parcel, including, without limitation, such access as may be necessary or appropriate for the construction, maintenance and operation of buildings, infrastructure and other improvements on the Grantee Parcel.

(b) **Restrictions and Requirements.** Grantor shall not construct or maintain, and shall not permit to be constructed or maintained, any fence, gate, wall, barricade or other obstruction, whether temporary or permanent in nature, which limits or impairs the free and unimpeded use or access by Grantee and its Benefited Parties to or across the Access Easement Area.

3.2 **Utility Easements.**

(a) **Grant.** A non-exclusive, perpetual utility easements over, through, under and across the Utility Easement Area for the installation, operation, maintenance, repair and replacement of all utilities, including, without limitation, underground telephone, television cable, fiber optic and other communication lines and systems, electrical conduits or systems, gas mains, water lines, sewer lines, storm drainage lines and other public or private utilities or underground systems (collectively, **“Utility Facilities”**) for the purpose of providing utility services to the Grantee Parcel.

(b) **Costs.** Except as otherwise provided in the Acquisition Agreement or otherwise agreed by Grantee and parties other than Grantor, any costs related to the installation, operation, maintenance, repair and replacement of any Utility Facilities shall be paid by Grantee and, promptly following the installation, maintenance, repair or replacement of any such Utility Facilities, Grantee shall restore to as near the original condition as reasonably possible any portion of the Easement Areas disturbed by such activities.

3.3 **Drainage Easement Grant.** Non-exclusive, perpetual easements to intermittently and completely discharge, direct and allow storm water runoff to seep and flow into those certain storm water infrastructure facilities, detention basins, ponds and related improvements (the

**“Storm Water Facilities”**) that Grantor, at its sole cost and expense, is installing, operating and maintaining (unless and until such facilities are dedicated to and, thereafter, maintained by the Applicable Governmental Authority) upon the Grantor Parcels, inclusive of the Easement Areas, for the benefit of the Grantee Parcel pursuant to the terms and provisions of the Acquisition Agreement, along with the limited right of ingress and egress upon Drainage Easement Area to inspect, and if necessary, repair or replace the Storm Water Facilities as and to the extent operated and/or maintained by Grantor (the cost and expense of which, within ten (10) business days following written demand therefor, together with reasonably satisfactory evidentiary documentation thereof, shall be reimbursed by Grantor to Grantee).

3.4 **Reservation of Rights.** Grantor reserves the right to utilize the Easement Areas for any purpose not inconsistent with the easements granted pursuant to Sections 3.1, 3.2 and 3.3 above, including, without limitation, the installation of utilities and the provision of vehicular and pedestrian access over and across the Easement Areas to the remainder of the Grantor Parcels; provided, however, that any such reservation shall not unreasonably interfere with the use of the Easement Areas by Grantee or the Benefited Parties as contemplated under this Agreement.

3.5 **Construction and Maintenance.** Grantor grants to Grantee the right to enter and utilize (a) the Easement Areas in the areas immediately adjacent to the Grantee Parcel and (b) the Grantor Parcels in the areas immediately adjacent to the Easement Areas (collectively, as and to the extent applicable, the **“Adjacent Areas”**) to the extent required to facilitate and stage the construction, repair and/or maintenance of buildings, infrastructure or other improvements upon the Grantee Parcel, and to install, maintain, repair, and replace any Utility Facilities and/or Storm Water Facilities located within the Easement Areas; provided, such entry shall not result in any damage to buildings, if any, and any disruption of landscaping shall be restored to its pre-entry condition; provided further that any such use of, or access to, the Easement Areas or the Adjacent Areas shall not materially adversely affect use of, or access to the remainder of the Grantor Parcels, the Easement Areas or the Adjacent Areas; and provided that any such use of, or access to, the Easement Areas or the Adjacent Areas shall be only for time periods not to exceed the reasonable amount of time necessary to install improvements, make repairs or move equipment, or accomplish any such construction, repair and/or maintenance. .

4. **Damage to Improvements within Easement Areas.** Unless and until there is a Dedication of all or a part of the Easement Areas pursuant to Section 5, if, in connection with the use, occupation and enjoyment of the Easement Areas and/or the other easements granted herein, any portions of Utility Facilities, Storm Water Facilities or other improvements to the Easement Areas are damaged or destroyed by Grantee or Grantor (including any other Person granted an easement by Grantor) (an **“Offending Party”**) or their respective Benefited Parties, then, as soon as reasonably practicable in light of the circumstances and the weather, the Offending Party shall use commercially reasonable efforts to obtain all necessary approvals of Governmental Authorities and utility providers, and, subject thereto and force majeure, shall repair or replace such damaged or destroyed Utility Facilities, Storm Water Facilities or other improvements to a condition substantially identical to that existing before such damage or destruction; provided, if the Road has not then been constructed, Grantor may elect to construct the Road in lieu of restoring the previously existing paved or all-weather surface area. In the event the Offending Party fails to commence within ten (10) business days after written notice (subject to force majeure) and, then, diligently pursue repairs or replacement of such Utility Facilities, Storm

Water Facilities or other improvements, the other Party shall have the right but not the obligation to use commercially reasonable efforts to obtain all necessary approvals of Government Authorities and utility providers, and, subject thereto, to complete such repair or replacement on the terms and conditions set forth in this Section and, further, shall have the right to collect the cost of repair from the Offending Party.

5. Dedication. Grantor is presently pursuing dedication of the Storm Water Facilities and is processing a plat of subdivision pursuant to which Grantor will dedicate to the public portions of the Easement Areas for the Utility Facilities and as a public road and right-of-way. As used in this Agreement, "**Dedication**" or "**Dedicate**" means: (a) the grant, conveyance and/or dedication of the Easement Areas or any portion thereof to Draper City or other Governmental Authority having jurisdiction (b) for public access, and the installation, maintenance, repair, use and replacement of underground public and private utilities, including without limitation, the Utility Facilities, or (c) to own, maintain and repair the Storm Water Facilities, subject to and as contemplated in this Agreement; and (d) the acceptance of Dedication by Draper City or other applicable Governmental Authority with jurisdiction under applicable law. Grantor agrees to continue processing the Storm Water Facilities dedication and the plat of subdivision to completion so as to effect and facilitate such Dedication. In the event of a Dedication of the Road, the Storm Water Facilities, or any other portion of the Easement Areas, this Agreement shall cease to apply to the portion of the Road, the Storm Water Facilities or other Easement Areas so dedicated and, upon any such Dedication and to that extent, Grantee's rights under this Agreement shall terminate.

6. Title and Mortgage Protection.

6.1 No amendment to this Agreement shall in any way affect the rights of any Mortgagee pursuant to a Mortgage that is recorded at the time of the recordation of the amendment, or the rights of any successor in interest or title to such Mortgagee, either before or after such Mortgagee or its successor enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, unless such Mortgagee has consented in writing to such amendment.

6.2 A breach of any of the covenants, provisions, or requirements of this Agreement shall not result in any forfeiture or reversion of title or of any other interest in a Parcel. A breach of any of the covenants, provisions, or requirements of this Agreement shall not defeat, impair or render invalid the lien of or other rights under any Mortgage. Unless and until it enters into possession or acquires title pursuant to foreclosure, trustee's sale or any arrangement or proceeding in lieu thereof, a Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, any of the covenants, provisions, or requirements of this Agreement, except the obligation to subordinate its lien or security interest to this Agreement.

7. Duration of Agreement. Except as provided in Section 5 above with respect to automatic termination upon Dedication, the term of this Agreement is perpetual; this Agreement shall be and remain in force and effect until terminated pursuant to Section 10 of this Agreement.

8. Covenants to Run with Land. This Agreement and the easements and covenants created by this Agreement are intended by the Parties to be and shall constitute covenants running with the land

as to each of the Parcels, and shall be binding upon and shall inure to the benefit of each Owner or any Person who acquires or comes to have any interest in any Parcel, and their respective Benefited Parties. This Agreement and all of the easements, covenants, provisions, and requirements hereof shall also inure to the benefit of each Owner and each Person owning any interest in or occupying any portion of a Parcel. Each Owner shall comply with, and all interests in all Parcels shall be subject to, the terms of this Agreement. By acquiring, in any way coming to have an interest in, or occupying a Parcel, the Person so acquiring, coming to have such interest in, or occupying a Parcel, shall be deemed to have consented to, and shall be bound by, each and every provision of this Agreement .

9. Enforcement. The Owner of a Parcel or any portion of a Parcel shall have the right to enforce, through any permitted proceeding at law or in equity, the terms, provisions, restrictions and requirements of this Agreement as this Agreement may be amended from time to time. Any failure to insist upon the strict performance of or compliance with any of the terms, provisions, covenants and requirements of this Agreement shall not result in or be construed to be an abandonment or termination of this Agreement or any waiver of the right to insist upon such performance or compliance with the terms of this Agreement in the future. If any action or proceeding is brought because of a default under, or to enforce or interpret any of the covenants, provisions, or requirements of, this Agreement the party prevailing in such action or arbitration shall be entitled to recover from the unsuccessful party reasonable attorneys' fees (including those incurred in connection with any appeal), the amount of which shall be fixed by the court or the arbitrator and made a part of any judgment rendered.

10. Amendment; Termination. This Agreement may be amended or terminated, but only by an instrument filed for record in the office of the County Recorder of Salt Lake County, Utah that is executed by all of the Owners of the Parcels.

11. Effective on Recording. This Agreement shall be effective and binding only upon recording in the Salt Lake County Recorder's Office.

12. Indemnification. Grantee shall defend, indemnify and hold harmless Grantor, and Grantor's managers, members, representatives, employees, and affiliated entities, from and against any liability, damages (excluding any punitive, incidental, special, indirect, or consequential damages), costs and expenses (including reasonable attorneys' fees) resulting from any claims or demands made or brought by any third party as a result of injury, death or damage to property (a) as and to the extent caused by or due to the use of the rights and privileges granted herein by Grantee, or Grantee's representatives, employees and affiliated corporations, and (b) occurring before the termination of Grantee's rights and privileges hereunder upon the dedication of, as applicable to any such claim or demand, the Access Easement Area, the Utility Easement Area or the Drainage Easement Area to the applicable Governmental Authority.

13. Miscellaneous.

13.1 Captions. The captions to the sections of this Agreement are for convenience only and shall in no way affect the manner in which any provision thereof is construed.

13.2 Partial Invalidity. Should any of the provisions of this Agreement prove to be invalid or otherwise ineffective, the other provisions of this Agreement shall remain in full force

and effect. There shall be substituted for any such invalid or ineffective provision a provision which, as far as legally possible, most nearly reflects the intention of the Owners hereto.

13.3 Applicable Law. The laws of the State of Utah shall govern the validity, construction, performance and effect of this Agreement.

13.4 Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but all such counterparts shall constitute one and the same agreement.

13.5 No Third Party Beneficiaries. Nothing in this Agreement is intended to create an enforceable right, claim or cause of action by any third Persons against any Owner hereto.

13.6 Authority and Further Assurances. Grantee and Grantor each hereto represent and warrant that each has the right, power, legal capacity, authority, and means to enter into and perform this Agreement (as well as the documents referenced herein) and that, to the best of each Party's knowledge, the same will not contravene or result in the violation of any agreement, law, rule, or regulation to which any such Party may be subject. Grantee and Grantor, and each subsequent Owner shall use reasonable efforts and exercise reasonable diligence to accomplish and effect the transactions contemplated and, to that end, shall execute and deliver all such further instruments and documents as may be reasonably requested by any other Owner in order to fully carry out the transactions contemplated by this Agreement.

*[Signatures Follow On Separate Pages]*



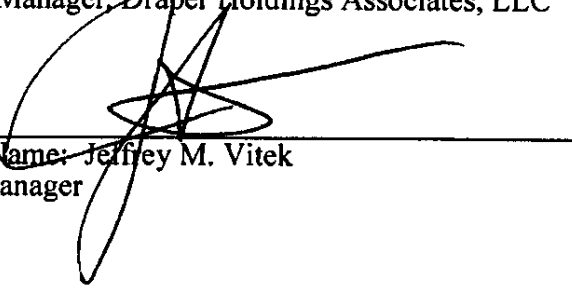


IN WITNESS WHEREOF, Grantor has executed this Easement Agreement to be effective as of the date set forth above.

**Grantor:**

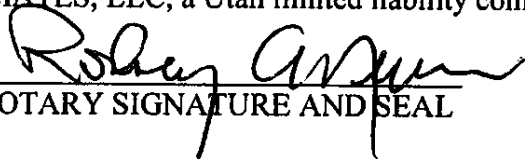
Draper Holdings, LLC,  
a Utah limited liability company,  
by its Manager, Draper Holdings Associates, LLC

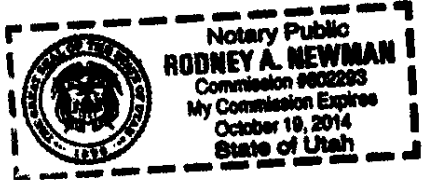
By: \_\_\_\_\_  
Print Name: Jeffrey M. Vitek  
Its: Manager



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

This instrument was acknowledged before me this 16 day of November, 2011, by Jeffrey M. Vitek, the Manager of DRAPER HOLDINGS ASSOCIATES, LLC, a Utah limited liability company.

  
NOTARY SIGNATURE AND SEAL



**EXHIBIT A  
TO  
EASEMENT AGREEMENT**

Legal Description of Grantor Parcels

ALL THAT LAND IN THE STATE OF UTAH, COUNTY OF SALT LAKE, CITY OF DRAPER, BEING PART OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 36, MARKED WITH A 3" COUNTY SURVEYOR BRASS CAP, SAID POINT ALSO BEING N89°58'29"W GRID (UTAH COORDINATE SYSTEM NAD 83 (1994) CENTRAL ZONE) 2692.43 FEET FROM THE STONE MONUMENT AT THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE N00°01'13"E ALONG THE WEST LINE OF SAID SECTION 2650.69 FEET, TO THE WEST QUARTER CORNER OF SAID SECTION, MARKED WITH A 3" COUNTY SURVEYOR BRASS CAP; THENCE N00°01'20"E ALONG THE WEST LINE OF SAID SECTION 945.85 FEET, TO THE SOUTH LINE OF GALENA HILLS PHASE II SUBDIVISION, PER RECORDED PLAT AS ENTRY NO. 6342728, IN BOOK 96-4P, AT PAGE 141; THENCE EASTERLY ALONG SAID SOUTH LINE THE FOLLOWING TWO (2) COURSES: 1) N51°49'34"E 542.97 FEET, AND 2) N19°46'28"W 86.63 FEET, TO THE SOUTH LINE OF GALENA HILLS PHASE I SUBDIVISION, PER RECORDED PLAT AS ENTRY NO. 6342727, IN BOOK 96-4P, AT PAGE 140; THENCE N51°37'44"E 1277.57 FEET, TO THE WEST LINE OF THE REAL PROPERTY OWNED BY UDOT PER WARRANTY DEED ENTRY NO. 8623456, IN BOOK 8783, AT PAGE 4274; THENCE ALONG SAID WEST LINE THE FOLLOWING TWO (2) COURSES: 1) S06°42'26"E 1115.34 FEET, AND 2) S25°38'15"E 82.36 FEET, TO THE WEST LINE OF THE UNION PACIFIC RAILROAD AS CALLED FOR IN THE BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NO. 9412169, BOOK 9148, PAGES 8632-8639, OFFICIAL RECORDS; THENCE ALONG SAID WEST LINE THE FOLLOWING FIVE (5) COURSES: 1) S01°35'26"E 1561.09 FEET, TO THE BEGINNING OF A 100 FOOT OFFSET SPIRAL CURVE WITH A RADIUS OF 2764.79 FEET, 2) SOUTHERLY ALONG SAID SPIRAL 245.64 FEET, TO THE BEGINNING OF A CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 2764.79 FEET, 3) SOUTHERLY ALONG SAID CURVE 1223.48 FEET THROUGH A CENTRAL ANGLE OF 25°21'16", TO THE BEGINNING OF A 100 FOOT OFFSET SPIRAL CURVE WITH A RADIUS OF 2764.79 FEET, 4) SOUTHERLY ALONG SAID SPIRAL 245.64 FEET, AND 5) S28°45'50"W 482.03 FEET, TO THE SOUTH LINE OF SAID SECTION 36; THENCE N89°58'29"W ALONG SAID SOUTH LINE 980.88 FEET, TO THE POINT OF BEGINNING.

EXHIBIT A

LESS AND EXCEPTING:

ALL THAT LAND DESIGNATED AS LOT 1 OF THE DRAPER TOD SUBDIVISION, IN THE STATE OF UTAH, COUNTY OF SALT LAKE, CITY OF DRAPER, BEING PART OF THE WEST HALF, OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF GALENA PARK BLVD., SAID POINT BEING N00°01'13"E 1517.36', AND S89°58'47"E 306.00' FROM THE SOUTHWEST CORNER OF SAID SECTION 36, MARKED WITH A 3" COUNTY SURVEYOR BRASS CAP, SAID SECTION CORNER BEING N89°58'29"W GRID (UTAH COORDINATE SYSTEM NAD 83 (1994) CENTRAL ZONE) 2692.43 FEET FROM THE STONE MONUMENT AT THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE N00°01'16"E ALONG EAST LINE OF SAID ROAD 1195.37 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 26.00 FEET; THENCE NORTHEASTERLY 40.84 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE S89°58'44"E 887.61 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH WEST, WITH A RADIUS OF 26.00 FEET; THENCE SOUTHEASTERLY 40.83 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°58'44"; THENCE S00°00'00"E 1009.94 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 763.00 FEET; THENCE SOUTHERLY 368.13 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°38'38"; THENCE S27°38'38"W 620.77 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 26.00 FEET; THENCE WESTERLY 40.84 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", TO THE NORTH LINE OF SAID GALENA PARK BLVD; THENCE ALONG SAID NORTH LINE THE FOLLOWING TWO (2) COURSES: 1) N62°21'22"W 146.11 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 747.00 FEET, AND 2) NORTHERLY 813.25 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 62°22'38", TO THE POINT OF BEGINNING.

CONTAINS 108.69 ACRES (4,734,511 SQUARE FEET), MORE OR LESS

EXHIBIT A

**EXHIBIT B  
TO  
EASEMENT AGREEMENT**

Legal Description of Grantee Parcel

ALL THAT LAND DESIGNATED AS LOT 1 OF THE DRAPER TOD SUBDIVISION, IN THE STATE OF UTAH, COUNTY OF SALT LAKE, CITY OF DRAPER, BEING PART OF THE WEST HALF, OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF GALENA PARK BLVD., SAID POINT BEING N00°01'13"E 1517.36', AND S89°58'47"E 306.00' FROM THE SOUTHWEST CORNER OF SAID SECTION 36, MARKED WITH A 3" COUNTY SURVEYOR BRASS CAP, SAID SECTION CORNER BEING N89°58'29"W GRID (UTAH COORDINATE SYSTEM NAD 83 (1994) CENTRAL ZONE) 2692.43 FEET FROM THE STONE MONUMENT AT THE SOUTH QUARTER CORNER OF SAID SECTION; THENCE N00°01'16"E ALONG EAST LINE OF SAID ROAD 1195.37 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST, WITH A RADIUS OF 26.00 FEET; THENCE NORTHEASTERLY 40.84 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00"; THENCE S89°58'44"E 887.61 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTH WEST, WITH A RADIUS OF 26.00 FEET; THENCE SOUTHEASTERLY 40.83 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°58'44"; THENCE S00°00'00"E 1009.94 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 763.00 FEET; THENCE SOUTHERLY 368.13 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°38'38"; THENCE S27°38'38"W 620.77 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, WITH A RADIUS OF 26.00 FEET; THENCE WESTERLY 40.84 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", TO THE NORTH LINE OF SAID GALENA PARK BLVD; THENCE ALONG SAID NORTH LINE THE FOLLOWING TWO (2) COURSES: 1) N62°21'22"W 146.11 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 747.00 FEET, AND 2) NORTHERLY 813.25 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 62°22'38", TO THE POINT OF BEGINNING.

CONTAINS 36.38 ACRES (1,584,716 SQUARE FEET), MORE OR LESS

EXHIBIT B

70889246.5 0061283-00011

BK 9967 PG 8588

**EXHIBIT C  
TO  
EASEMENT AGREEMENT**

Depiction of Easement Areas

(attached)

## ACCESS EASEMENT

AN EASEMENT, FOR ACCESS PURPOSES, OVER AND ACROSS THE DEDICATED ROADS OF THE PROPOSED DRAPER TOD PLAT, IN THE CITY OF DRAPER, COUNTY OF SALT LAKE, STATE OF UTAH, BEING PART OF THE WEST HALF OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AS ILLUSTRATED ON EXHIBIT B; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF FRONT RUNNER BOULEVARD, SAID POINT BEING N00°01'13"E ALONG THE WEST LINE OF SAID SECTION 2650.69 FEET, TO THE WEST QUARTER CORNER OF SAID SECTION, MARKED WITH A 3" COUNTY SURVEYOR BRASS CAP, AND N89°47'27"E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1245.66 FEET, FROM THE SOUTHWEST CORNER OF SAID SECTION 36, MARKED WITH A 3" COUNTY SURVEYOR BRASS CAP; THENCE N00°00'00"E ALONG THE WEST LINE OF FRONTRUNNER BOULEVARD 1215.12 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST WITH A RADIUS OF 416.00 FEET; THENCE NORTHWESTERLY 278.60 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 38°22'16"; THENCE N38°22'16"W 180.34 FEET, TO THE NORTH LINE OF GALENA BOULEVARD; THENCE N51°37'44"E ALONG SAID NORTH LINE 231.84 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 497.00 FEET; THENCE NORTHEASTERLY 36.92 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°15'24", TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 564.00 FEET AND A RADIAL BEARING OF S83°35'24"E; THENCE ALONG SAID CURVE NORTHERLY 237.80 FEET, THROUGH A CENTRAL ANGLE OF 24°09'29", TO THE NORTH LINE OF THE PROPOSED DRAPER TOD SUBDIVISION; THENCE N51°37'44"E ALONG SAID NORTH LINE 76.32 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 636.00 FEET AND A RADIAL BEARING OF N69°49'47"E; THENCE SOUTHERLY 380.06 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 34°14'20", TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, WITH A RADIUS OF 603.00 FEET AND A RADIAL BEARING OF S40°40'38"E, SAID CURVE ALSO BEING THE SOUTH LINE OF GALENA BOULEVARD; THENCE SOUTHWESTERLY 24.27 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°18'22"; THENCE S51°37'44"W 133.84 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, WITH A RADIUS OF 26.00 FEET; THENCE SOUTHERLY 40.84 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", TO THE EAST LINE OF FRONTRUNNER BOULEVARD; THENCE ALONG SAID EAST LINE THE FOLLOWING SIX (6) COURSES: 1) S38°22'16"E 48.34 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 488.00 FEET, 2) SOUTHEASTERLY 326.81 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°22'16", 3) S00°00'00"E 2168.02 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 835.00 FEET, 4) SOUTHWESTERLY 402.87 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°38'38", 5) S27°38'38"W 620.77 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, WITH A RADIUS OF 26.00 FEET, AND 6) SOUTHEASTERLY 40.84 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°00'00", TO THE NORTH LINE OF GALENA BOULEVARD; THENCE S62°21'22"E 381.12 FEET, TO THE WEST LINE OF THE UNION PACIFIC RAILROAD AS CALLED FOR IN THE BOUNDARY LINE AGREEMENT RECORDED AS ENTRY NO. 9412169, BOOK 9148, PAGES 8632-8639, OFFICIAL RECORDS, SAID POINT BEING A POINT ON 100 FOOT OFFSET SPIRAL CURVE AT STATION 2402+18.90; THENCE SOUTHERLY ALONG SAID SPIRAL 106.89 FEET TO THE SOUTH LINE OF GALENA BOULEVARD; THENCE N62°21'22"W 477.81 FEET; THENCE N27°38'38"E 132.00 FEET, TO THE WEST LINE OF SAID FRONTRUNNER BOULEVARD; THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES: 1) N27°38'38"E 620.77 FEET, TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST, WITH A RADIUS OF 763.00 FEET, 2) NORTHEASTERLY 368.13 FEET ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°38'38", AND 3) N00°00'00"E ALONG SAID LINE 952.90 FEET; TO THE POINT OF BEGINNING.

CONTAINS 8.24 ACRES, MORE OR LESS

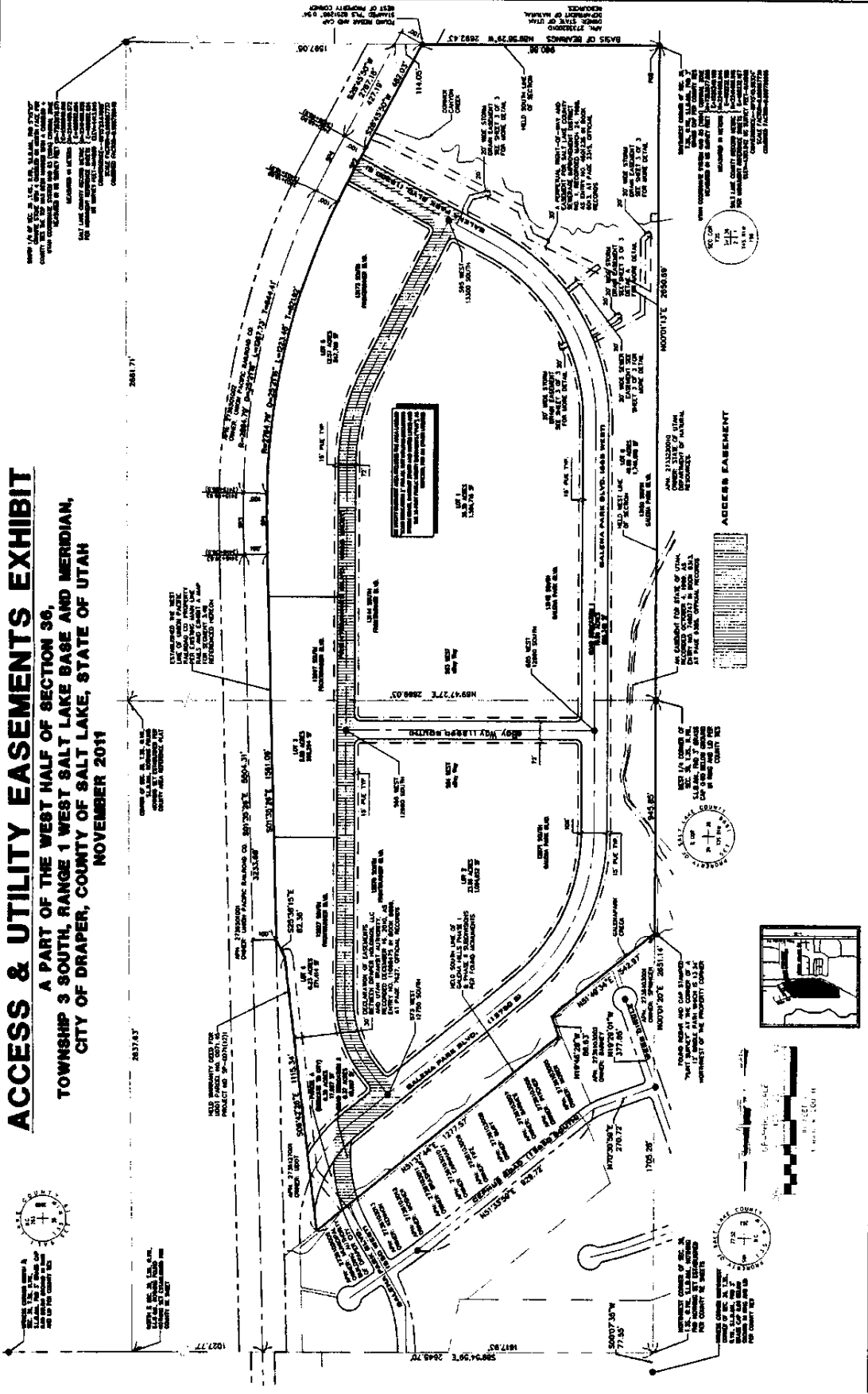


PROJECT # 11-0887  
 PREPARED BY: [Name]  
 DATE: 11-04-11

**SALT ASSOCIATES**  
 811 WEST 800 SOUTH  
 SUITE 200  
 SALT LAKE CITY, UT 84119  
 (801) 466-1111  
 www.saltassociates.com

# ACCESS & UTILITY EASEMENTS EXHIBIT

## A PART OF THE WEST HALF OF SECTION 36, TOWNSHIP 3 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN, CITY OF DRAPER, COUNTY OF SALT LAKE, STATE OF UTAH NOVEMBER 2011





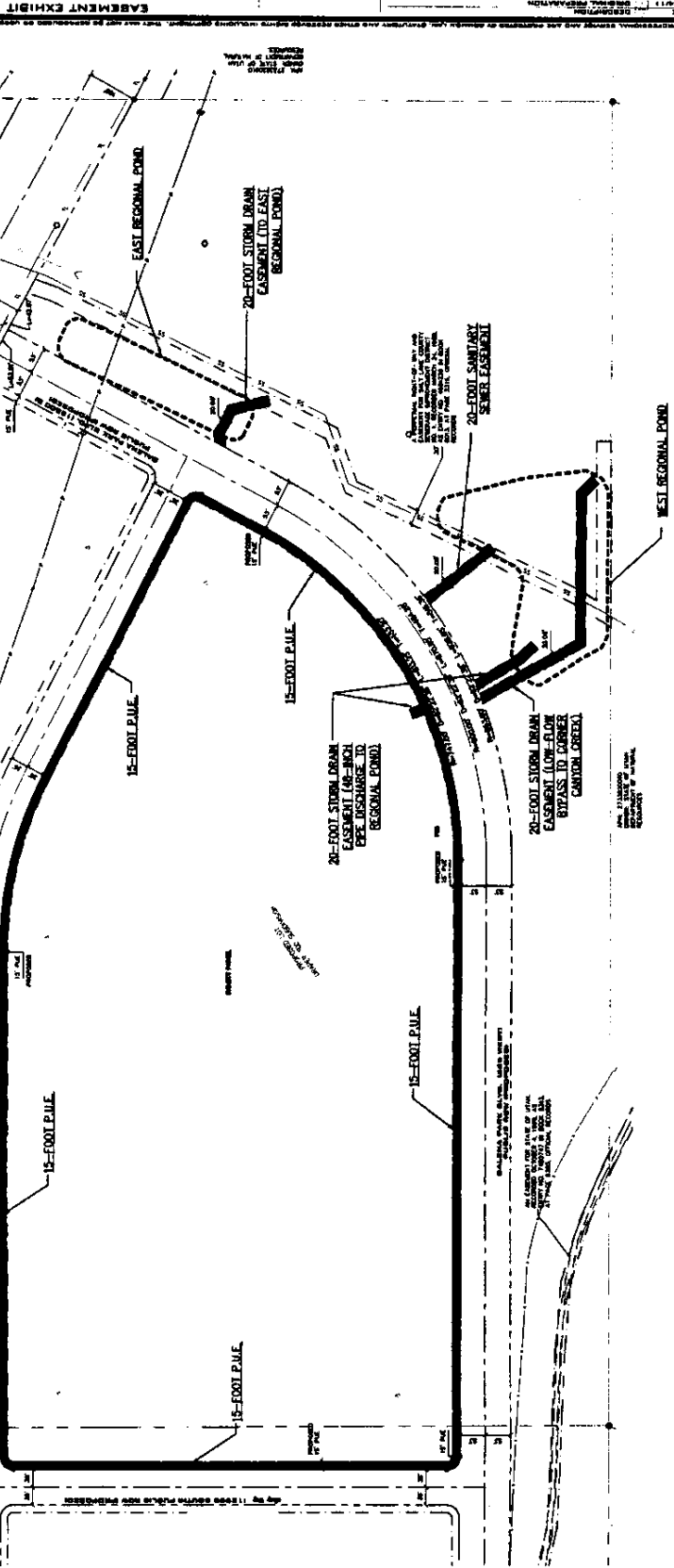
FILE ADMINISTRATOR  
 PROJECT NO. 11-0004  
 SHEET NO. 1 OF 1  
 DATE: 08/20/11

DRAPER HOLDINGS LLC  
 12674 S GALENA PARK BLVD  
 DRAPER, UTAH

EASEMENT EXHIBIT

PROJECT NO. 11-0004  
 SHEET NO. 1 OF 1  
 DATE: 08/20/11

SHEET  
 1 OF 1  
 6.100



**EASEMENT EXHIBIT**  
 A PART OF THE WEST HALF OF SECTION 30,  
 TOWNSHIP 3 SOUTH, RANGE 1 WEST SALT LAKE BASE AND MERIDIAN,  
 CITY OF DRAPER, COUNTY OF SALT LAKE, STATE OF UTAH