4715100

16 DECEMBER 88 11:43 AM
KATIE L DIXON
RECORDER, SALT LAKE COUNTY, UTAH
ASSOCIATED TITLE
REC BY: REBECCA GRAY , DEPUTY

When recorded return to:

Scott A. Rose, Esq.
O'Connor, Cavanagh, Anderson, Westover,
Killingsworth & Beshears, P.A.
One East Camelback Road
Suite 1100
Phoenix, Arizona 85012-1:556

GRANT OF ADUITIONAL ROAD EASEMENT

THIS GRANT OF ADDITIONAL ROAD EASEMENT (the "Easement"), is made as of the 4 day of December., 1988, by ELDEN KINGSTON, aka ELDON KINGSTON, a married man, MARY JEAN NELSON, a married woman and WORLD ENTERPRISES, a Nevada corporation (collectively "Grantor").

RECITALS

- A. Grantor is the owner of that certain real property located at the southeast corner of 5400 South Street and Redwood Road in Salt Lake County, Utah, shown on the site plan attached as Exhibit "A" (the "Site Plan") as Phase II and legally described on <a href="Exhibit "B".
- B. The property shown on the Site Plan contains Phase Ia, Phase Ib and Phase II. Phase Ia and Phase Ib are legally described on Exhibits "C" and "D" respectively.
- C. Concurrently with the grant of the easement set forth herein, Grantor has conveyed Phase Ia and Phase Ib to Estes Development Co., an Arizona limited partnership ("Estes")

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who intends to develop a shopping center thereon. The grant of the easement contained herein is necessary for the development of such shopping center.

NOW THEREFORE, in consideration of the foregoing, and other good and valuable consideration the receipt and sufficiency which is hereby acknowledged, Grantor does hereby grant to Estes for the benefit of Phase Ia and Phase Ib the Additional Road Easement and the other rights described below.

EASEMENT

- establishes and grants to, and each other person who becomes an owner of Phase II shall, immediately upon becoming such an owner and without further act, be deemed to have established and granted to all other owners and all occupants of Phase Ia and Phase Ib, their guests, employees, invitees, licenses, patrons and customers (the "Phase I Permittees"), an irrevocable, exclusive (subject to the reservation of rights by Grantor set forth in Paragraph 4 below and the limitation set forth in paragraph 2 below) easement appurtenant to Phase Ia and Phase Ib for vehicular and pedestrian ingress and egress in, over and across that portion of Phase II legally described on Exhibit "E" (the "Additional Road Easement").
- 2. Construction of Road Within Additional Road

 Easement. The Owners of Phase Is and Phase Ib may construct and
 pave with asphalt a roadway providing for adequate drainage and
 with associated lighting as may be approved by the owners of

those portions of Phase Ia described on Exhibits "F" and "G" (the "Additional Road") over the Additional Road Easement; provided, however, the Additional Road shall not materially interfere with the free flow of pedestrian and vehicular traffic in a north/south direction between those portions of Phase II lying north of the Additional Road and those portions of Phase II lying south of the Additional Road.

3. Relocation of Additional Road Easement.

(a) At any time subsequent to the recording hereof, either the Phase II owner or the owner of that portion of Phase Ta described on Exhibit "F" (the "Parcel 1 Owner") shall, upon delivery of written notice to the other, have the right from time to time to cause the relocation of the Additional Road Easement to a portion of Phase II as may be chosen by the requesting owner (the "Relocated Road Easement"); provided, however, that if the Parcel 1 Owner desires to relocate the Additional Road Easement, then the owner of that portion of Phase II over which the Relocated Road Easement would run shall have the right to notify the Parcel 1 Owner in writing within fifteen (15) days of its receipt of notice of relocation, that it objects to the relocation. Such objection may be made only if such owner reasonably determines that such relocation would detrimentally affect any negotiations or contract for a sale, lease or other use of that portion of Phase II on which the Relocated Road would be located. If such owner of Phase II fails to object within such fifteen (15) day period, it shall have no further right to

object to the relocation. The Parcel 1 Owner need not give such notice at any time that it owns that portion of Phase II over which the Relocated Road Easement is to be located. The right of relocation shall be upon and subject to the conditions hereinafter set forth:

- (i) the Relocated Road Easement shall be not less than forty (40) feet in width;
- (ii) the Relocated Road (as defined in Paragraph 3(a)(v)) shall have a turning radius of not less than forty (40) feet at its conjunction with the Phase Ib eastern boundary;
- (iii) the access onto 1500 West Street from the Relocated Road Easement must be south of the median on 1500 West Street;
- (iv) all points of the Relocated Road

 Easement must be north of the demarcation between Phase Ia and

 Phase Ib where such demarcation (if extended due east) intersects

 the west line of Phase II (for the purposes of this subparagraph

 only and for the purposes of determining such point of

 demarcation, Phase Ia shall not be deemed to include the

 Additional Road Easement or the Service Road);
- (v) the owner requesting that the Additional Road Easement be moved must install a roadway (the "Relocated Road") within the Relocated Road Easement before the Additional Road is removed or the access created thereby is limited in any respect.

(vi) The Relocated Road Easement and the Relocated Road shall be perpendicular to 1500 West Street unless otherwise consented to in writing by the owner of that portion of Phase Ia legally described on Exhibit "G".

(vii) Prior to commencing construction of the Relocated Road within the Relocated Road Easement, the parties shall cause to be executed an amending instrument to this instrument describing the Relocated Road Easement which shall be recorded against Phase II for the benefit of Phase Ia and Phase Ib, and such amending instrument shall be deemed a part of this instrument, shall not be affected by any matter arising subsequent to the recording hereof and shall be subject only to such matters as is this Additional Road Easement.

(viii) All expenses in connection with the Relocated Road Easement and the Relocated Road shall be borne by the owners requesting the relocation of the Additional Road Easement.

- (b) Upon completion of construction of the Relocated Road within the Relocated Road Easement, all rights and obligations of the Phase Ia, Phase Ib and Phase II owners in the Additional Road Easement site shall be deemed to be abandoned and shall terminate without the need for the parties to execute any documents confirming such termination.
- 4. Reservation of Rights in Grantor. Grantor reserves, and Estes grants to Grantor, for the benefit of Phase II the following:

- (a) Grantor shall have the non-exclusive right to the use of the Additional Road Easement for passenger vehicular access to those portions of Phase Ia and Phase Ib which are "Common Area" under the terms of that certain Declaration and Establishment of Protective Covenants, Conditions and Restrictions and Grant of Easements executed by Estes which encumbers Phase Ia and Phase Ib and which is to be recorded contemporaneously with, or immediately subsequent to the recording hereof (the "CC&R's") and which portions of Phase Ia and Phase Ib are devoted from time to time to driveways, parking lots and access ways for passenger vehicular traffic (the "Phase II Use").
- additional point of access to Phase Ia and Phase Ib for its Phase II Use, which access point shall be not greater than thirty (30) feet in width and shall be located north of the then location of the Additional Road (the "Extra Access Point"). The Phase I Permittees are hereby granted an ensement through the Extra Access Point and across any roads, driveways or parking lots adjacent to the Extra Access Point for the same purposes for which the Additional Road Easement may be used by the Phase I Permittees.
- (c) No improvements shall be constructed on Phase

 Ib in a manner or location that would preclude a passageway

 (e.g., parking lot, driveway or road) not less than thirty (30)

feet in width from the Additional Road and the Extra Access Point through Phase Ib to Redwood Road.

- 5. Secondary Access to 1500 West. From and after the completion of any building on Phase II, for the benefit of Phase Ia and Phase Ib, the Phase II Owner shall open and continuously maintain at least one vehicular access point onto and from Phase II to 1500 West Street in addition to the Additional Road Easement, which access point shall be south of the then location of the Additional Road.
- 6. Run with the Land. The grants of easement, covenants, conditions and restrictions contained herein shall run with the land and be binding upon each and all of the owners of Phase Ia, Phase Ib and Phase II and all portions thereof (and upon all persons claiming under them) for a period of fifty (50) years from the date hereof and shall automatically renew thereafter for periods of ten (10) years each, unless terminated prior to any such renewal, which termination may be effected only upon the written agreement of all owners of Phase Ia, Phase Ib and Phase II. The easements shall be appurtenant to Phase Ia, Phase Ib and Phase II.
- 7. Enforcement. Any owner of Phase Ia, Phase Ib or Phase II or portions thereof may prosecute any proceedings at law or in equity against any person or entity violating or attempting to violate any of the agreements, covenants, conditions and restrictions contained herein to prevent it, him or them from so doing and/or to recover damages from or on account of such

violation. All costs and expenses of any such suit or proceedings, including attorneys' fees, as well as any judgment thereof, shall be assessed against the losing party and shall constitute a lien against the real property or the interest therein in Phase Ia, Phase Ib or Phase II belonging to such party.

- 8. Inurement. The rights, duties and obligations contained herein shall run with the land and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the owners of Phase Ia, Phase Ib and Phase II or any portions thereof. Any person who now or hereafter owns or acquires any right, title or interest in any portion of Phase Ia, Phase Ib or Phase II shall conclusively be deemed to have consented and agreed to each and every provision hereof, whether or not any reference to this Grant is contained in the document or instrument by which such person acquired its interest.
- 9. <u>No Merger</u>. The ownership of Phase Ia, Phase Ib or Phase II by any one or more or all persons who are entitled to the benefits of the easements granted herein shall not cause the termination of such easements.

IN WITNESS WHEREOF, this Grant of Additional Road Easement has been executed as of this 4 day of December, 1988.

GRANTOR:

Elden Kingston, aka Eld Kingston, a married man

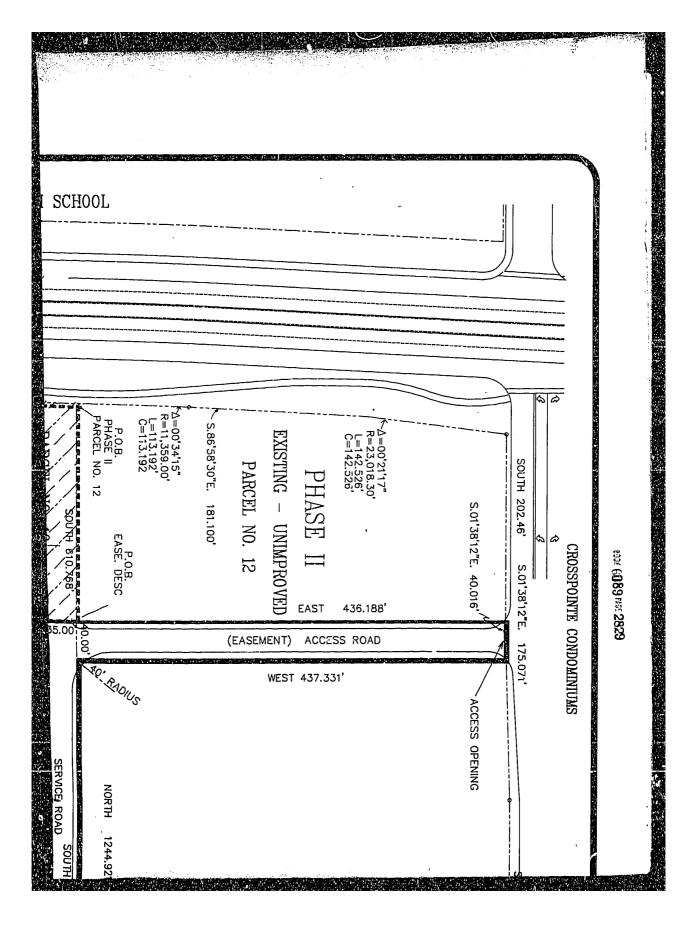
WORLD ENTERPRISES, a Nevada corporation

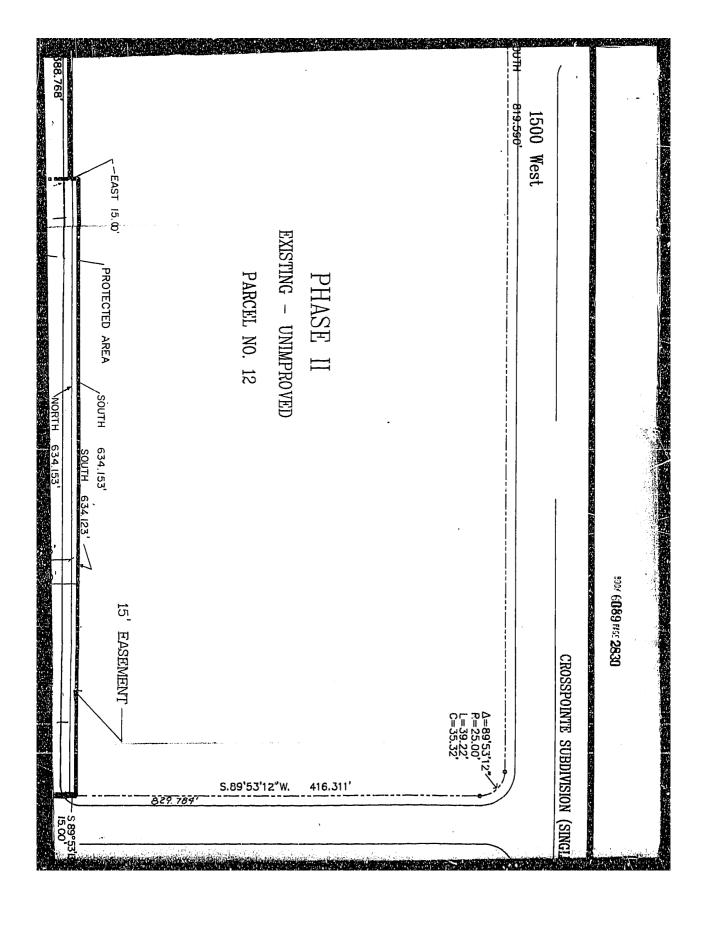
ESTES DEVELOPMENT CO., an Arizona

limited partnership
By its general partner The Estes
Co., a Delaware corporation

STATE OF UTAM) Ss.
County of Salt Lake)
The foregoing instrument was acknowledged before me this And day of Annual, 1988, by Elden Kingston, aka Eldon Kingston.
Notary Public
My Commission Expires: Start City Hab.
Address of Novary Public Address of Novary Public STATE OF Utah) ss.
County of Salt Lake)
this 4/1 day of
My Commission Expires: State City, Hal
Address of Notaly Public STATE OF UTAH County of Salt Lake Address of Notaly Public
The foregoing instrument was acknowledged before me this day of me the model of world who acknowledged himself to be the many of world Enterprises, a Nevada corporation, who executed the foregoing instrument for the purposes therein contained on behalf of the corporation.
Notary Public August
My Commission Expires: Address of Notary Public Address of Notary Public
-10-

STATE OF UTAH	
) ss. County of Salt Lake)	
this day of Alendarian as Local and corporation, as sole General	trument was acknowledged before me , 1988, by Kick Rule, , of The Estes Co., a Delaware Il Partner of Estes Development Co., an o, on behalf of the partnership.
	Eura Stringer
WA Commission Expires:	Notary Public City, attal
57325/9/	Address of Notary Public
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BON 6089 MET 2831

A parcel of land located in the Northeast quarter of Section 15, Township 2 South, Range 1 West, Salt Lake Meridian, being further described as follows:

beginning at a point on the South right-of-way line 5400 south Street, said point below the street from the center line of 5300 South Street, said point of beginning south for the street from the center line of 5300 South Street, said point of beginning the being South 718.13 [seat and East 78.08 [seat from the street the street that of the street that of the street that said and street is the street that south 718.13 [seat and East 78.08 [seat from 51.57]] East 1300 feet the thirth the street line point being South 518.100 [seat through a central angle of 1910 the street through a central angle of 1911.300 [seat through a central angle of 1911.300 [seat from 51.50]] East 1300 [seat through a central angle of 1911.300 [seat from 51.50]] East 1300 [seat to the beginning of a 23.00 [seat from 51.50]] East 1300 [seat fr

FRASE 1.AND 1b

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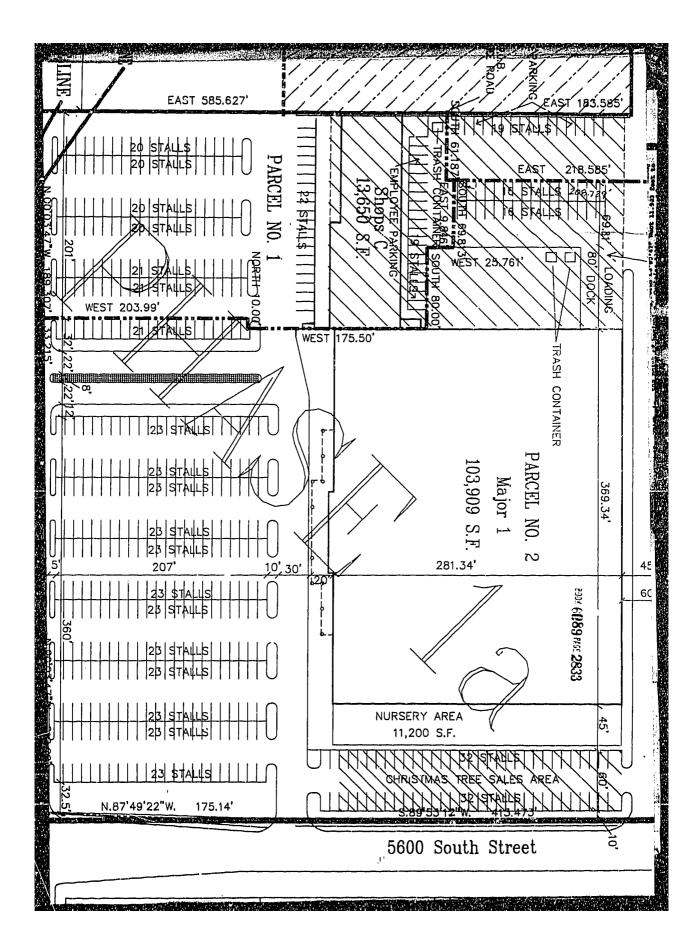
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Parcel No. 12
Legal Description for a barcel of
located in the Southeast corner
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of land located in the Wortheast Quarter of 15, Township 2 South, Range 1 West, Salt Lake heing further described as follows:

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Parcel

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Parcel

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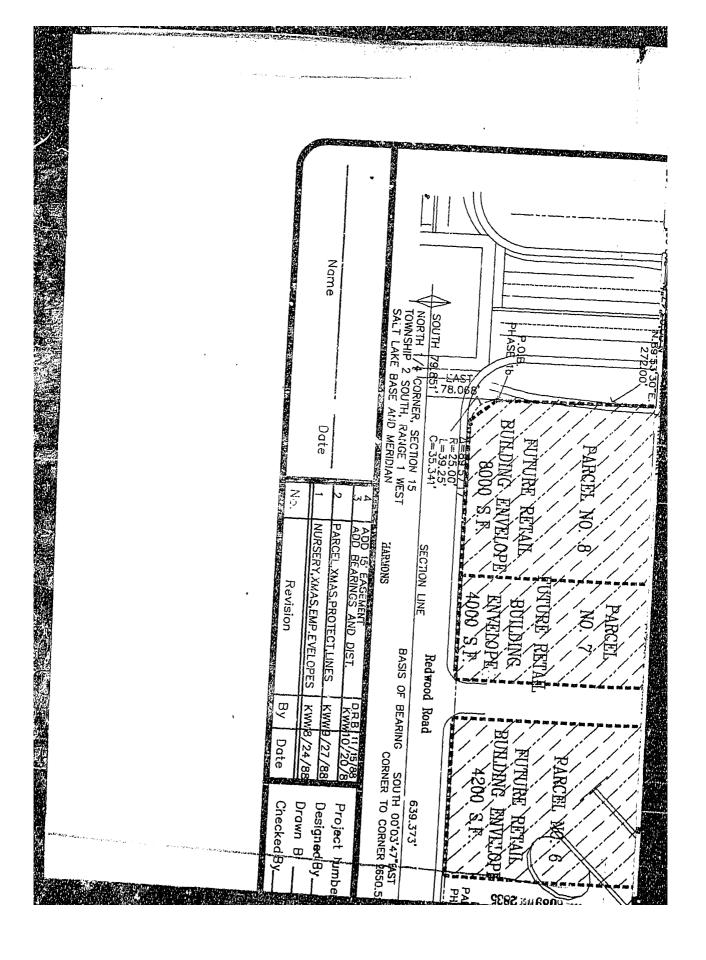
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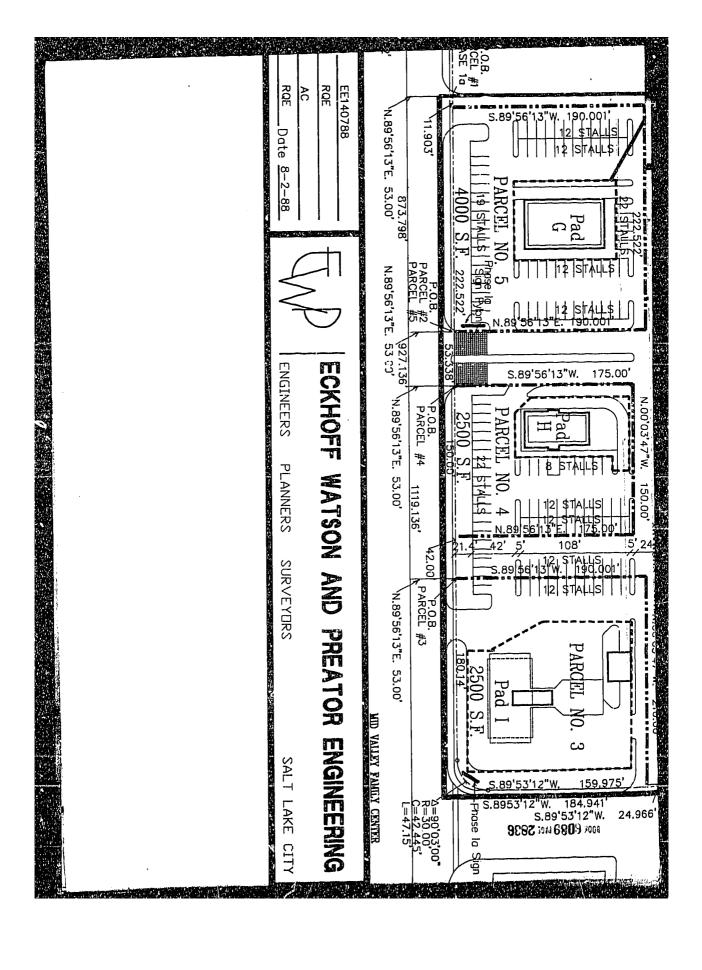
SERVICE BOAD

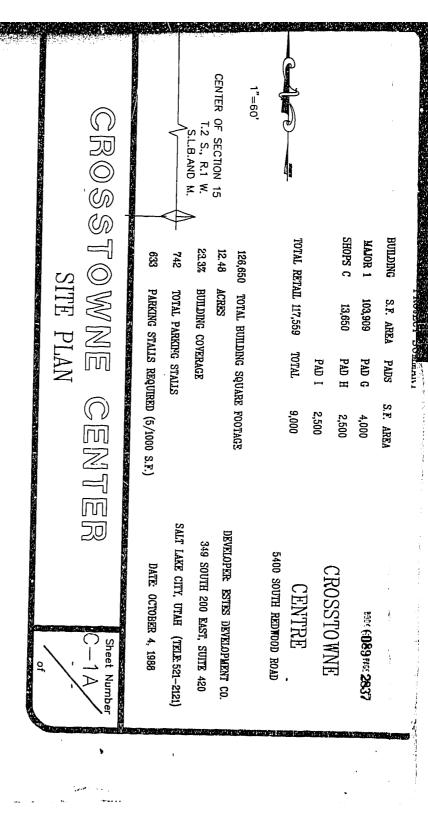
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"A" - Site	Plan
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"B" Legal Description of Phase II

"C" Legal Description of Phase Ia

"D" Legal Description of Phase Ib

 $^{11}\text{E}_{11}$ Legal Description of Additional Road Easement

Legal Description of Parcel 1 of Phase Ia (Master Parcel) "F"

"G" Legal Description of Parcel 2 of Phase Ia

EXHIBIT "B"

PHASE II
Parcel No. 12
Legal Description for a Parcel of land
located in the Southeast corner of
5400 South and Redwood Road

A parcel of land located in the Northeast Quarter of Section 15, Township 2 South, Range 1 West, Salt Lake Meridian, being further described as follows:

BEGINNING at a point on the South right-of-way line of 5400 South Street, said point of beginning being 100.000 feet South of the Center Line of said 5400 South Street, said point also being South 89.734 feet and East 857.916 feet, said point also lying on a 11359.000 foot radius curve to the right, bearing to radius point being South 02.27.15" West; thence along the arc of said curve 113.192 feet through a central angle of 00.34.15"; thence South 86.58.30" East 181.100 feet to the beginning of a 23018.300 foot radius curve to the right, hearing to radius point being South 03.01.30" West; thence along the arc of said curve 142.526 feet through a central angle of 00.21.17" to the West right-of-way line of 1500 West Street; thence South 202.450 feet; thence South 01.38.12" East 175.071 feet; thence South 819.590 feet to the beginning of a 25.000 radius curve to the right, bearing to radius point being due West; thence along the arc of said curve 39.220 feet through a central angle of 89.53.12" to a point on the Northerly right-of-way line of 5600 South Street; thence along said Northerly right-of-way line South 89.53.13" West 416.311 feet; thence North 1244.921 feet more or less to the point of beginning. Containing 12.458 acres, more or less. Basis of bearing being the North line of the Northeast quarter of said Section 15, which has a bearing of North 89.53.30" East.

EXHIBIT "C"

PHASE 1a

BEGINNING at a point that is South 00°03'47" East 639.373 feet and North 89°56'13" East 53.00 feet to the East right-of-way line of Redwood Road from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence East 585.627 feet; thence South 61.187 feet; thence East 218.585 feet; thence South 634.153 feet to the North line of 5600 South Street; thence along said right-of-way South 89°53'13" West 413.473 feet; thence North 87°49'22" West 175.140 feet; thence South 89°53'13" West 184.941 feet to a point of a 30.00 foot radius curve to the right (bearing to the center of curve bears North 00°06'47" West); thence along the arc of said curve 47.150 feet to the East right-of-way line of Redwood Road; thence North 00°03'47" West 659.903 feet to the point of beginning. Contains 543,888.3 square feet equal to 12.486 acres. Basis of bearing is from the North Quarter Corner to the Center of Section 15, which is South 00°03'47" East.

EXHIBIT "D"

PHASE 1b

ARGINNING at a point that is South 73.851 feet and East 78.068 feet to the South right-of-way line of 5400 South Street from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 89'53'30" East 272.00 feet to a point on a 11,359.00 foot radius curve to the right (bearing to the center of curve bears South 00'06'30" East); thence southeasterly 507.997 feet along the arc of said curve; thence South 610.768 feet; thence West 218.585 feet; thence North 61.187 feet; thence West 585.627 feet to the East line of Redwood Road; thence North 00'03'47" West 534.436 feet to a point 25.00 foot radius curve to the right (bearing to the center of curve bears North 89'56'13" East); thence northeasterly 39.250 feet to the point of beginning. Contains 461,992.5 square feet equal to 10.606 acres. Basis of bearing is from the North Quarter Corner to the Center of Section 15, which is South 00'03'47" East.

LEGAL/CROSSTOWNE

EXHIBIT "E"

Additional Road Easement

BEGINNING at a point that is South 311.734 feet and East 857.916 feet from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence East 436.188 feet to the West right-of-way line of 1.500 West Street; thence along said 1500 West Street South 01.38'12" East 40.016 feet; thence leaving said West right-of-way line West 437.331 feet; thence North 40.000 feet to the point of beginning. Contains 17,470.4 square feet or 0.401 acres. Basis of bearing is from the North Quarter Corner to the Center of Section 15, which is South 00°03'47" East.

LEGAL/CROSSTOWNE

2792 3su 6869 see

EXHIBIT "F"

Parcel 1

BEGINNING at a point that is South 00°03'47" East 639.373 feet and North 89°56'13" East 53.00 feet to the East right-of-way line of Redwood Road from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence East 585.627 feet; thence South 61.187 feet; thence East 9.846 feet; thence South 69.813 feet; thence West 25.761 feet; thence South 80.00 feet; thence West 175.50 feet; thence North 10.000 feet; thence West 203.990 feet; thence North 00°03'47" West 189.307 feet; thence South 89°56'13" West 190.001 feet to the East right-of-way line of Redwood Road; thence along said East right-of-way North 00°03'47" West 11.903 feet to the point of beginning. Contains 83068.7 square feet, or 1.907 acres. Basis of bearing is from the North Quarter Corner to the Center of Section 15, which South 00°03'47"

EXHIBIT "G"

Parcel 2

BEGINNING at a point that is South 00°53'47" East 873.798 feet along the section line and North 89°56'13" East 53.00 feet to the East right-of-way line of Redwood Road from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°56'13" East 190.001 feet; thence North 00°03'47" West 33.215 feet; thence East 203.990 feet; thence South 10.00 feet; thence East 175.50 feet; thence North 80.00 feet; thence East 25.761 feet; thence North 69.813 feet; thence East 208.739 feet; thence South 634.153 feet to the North right-of-way line of 5600 South Street; thence East 208.739 feet; thence South 69'53'13" West 413.473 feet; thence North 87'49'22" West 175.14 feet; thence South 89'53'13" West 24.966 feet; thence leaving said North right-of-way line on 5600 South; thence North 00'03'47" West 210.00 feet; thence South 89'56'13" West 190.001 feet to the East right-of-way line of Redwood Road; thence along said East right-of-way line North 00'03'47" West 42.00 feet; thence North 89'56'13" East 175.00 feet; thence North 00'03'47" West 150.00 feet; thence South 89'56'13" West 175.00 feet to the East right-of-way line of Redwood Road; thence along said East right-of-way line of Redwood Road North 00'03'47" West 53.338 feet to the point of beginning. Contains 352567.7 square feet, or 8.093 acres. Basis of bearing is from the North Quarter Corner to the Center of Section 15, which is South 00'03'47" East.