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WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right-of-Way, Fourth Floor
4501 South 2700 West
Box 148420
Salt Lake City, Utah 84114-8420

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08/05/2004 09:31 AM \$0.00
Book - 9022 Pg - 5791-5793
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UT ST-DEPT OF TRANSPORTATION
BOX 148440 ATT:J.R. PLUMHOF
SLC UT 84114-8440
BY: ZJM, DEPUTY - WI 3 P.

Affecting Tax ID No. 28-30-100-027

Easement

(LIMITED LIABILITY COMPANY) Parcel No. 0071:243:E
Salt Lake County Project No.*HPP-STP-0071(12)0

CPG Finance II, LLC, a Limited Liability Company of the State of Delaware Grantor, hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION, at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Sixty-One Thousand (\$61,000.00) Dollars,

a perpetual easement, upon part of an entire tract of property situate in Lot 1, Factory Stores of America Subdivision, a subdivision located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 30, T.3S., R.1E., S.L.B.&M., in Salt Lake County, Utah, for the purpose of constructing thereon cut and/or fill slopes and appurtenant parts thereof incident to the reconstruction of the existing highway Factory Outlet Drive, known as Project No. 0071. The boundaries of said part of an entire tract of property are described as follows:

Beginning in the existing easterly right of way line of said Factory Outlet Drive at the Westmost Corner of said Lot 1 (Note: said westmost corner also being the southwest corner of Lot 3 of said Factory Stores of America Subdivision); and running thence S. 89°57'50" E. 15.71 feet along a northerly boundary line of said Lot 1 to a point which is 69.00 feet perpendicularly distant easterly from the centerline of said Factory Outlet Drive of said project at Engineer Station 31+79.74; thence S. 11°23'56" E. 198.39 feet; thence S. 66°37'25" E. 20.70 feet; thence S. 11°23'56" E. 80.56 feet to a southerly boundary line of said Lot 1; thence S. 89°56'35" W. 32.10 feet along said southerly boundary line to said easterly right of way line at a southwest corner of said Lot 1; thence N. 11°35'00" W. 287.56 feet along said easterly right of way line and westerly boundary line of said Lot 1 to the point of beginning. The above described part of an entire tract contains 5,733 square feet.

(Note: Rotate above bearings 00°14'24" clockwise to equal highway bearings.)

It is agreed hereby, that the Grantor, by consent of the Utah Department of Transportation, shall have the right to lessen but not to increase the vertical distance or grade of said cut and/or fill slopes, after said slopes are constructed on the above described lands at the expense of said Utah Department of Transportation, thereafter said Utah Department of Transportation is relieved of any

further claim or demand for costs, damages or maintenance charges which may accrue against said slopes and appurtenant parts thereof.

The Utah Department of Transportation agrees to provide to the Grantor continued access through Grantor's existing access drives during all business hours and construction. The Utah Department of Transportation will be able to maintain access, but will have to construct the driveway 1/2 at a time causing both directions of traffic to one side of the entrance island or the other. Utah Department of Transportation will provide construction and design plans for the Grantors as they come available.

IN WITNESS WHEREOF, said CPG Finance II, LLC has caused this instrument to be executed by its proper officers thereunto duly authorized, this day of July 12, A.D. 2004.

CPG Finance II, LLC

By: CPG Finance Holdings II, LLC

By: Chelsea Property Group Inc.

By: 

STATE OF New Jersey)
COUNTY OF Essex)

On the date first above written personally appeared before me,

John R. Klein, who, being by me duly sworn, says that he is, Chelsea Property Group Inc., General Partner of CPG Partners, L.P., Manager of CPG Finance Holdings II, LLC, Manager of CPG Finance II, LLC, a Limited Liability Company, and that the within and foregoing instrument was signed in behalf of said company by authority of its Articles of Organization, and said he acknowledged to me that said company executed the same.

WITNESS my hand and official stamp the date in this certificate first above written:

Clementina Dzubina
Notary Public

CLEMENTINA C. DZUBINA
MY COMMISSION EXPIRES
11/15/04