

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

SJ Marketplace, LLC  
5670 Wilshire Boulevard, Suite 1250  
Los Angeles, California 90036  
Attn.: Steven Usdan

11807864  
2/21/2014 4:01:00 PM \$41.00  
Book - 10212 Pg - 7683-7693  
Gary W. Ott  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 11 P.

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### DRAINAGE EASEMENT AGREEMENT

This Drainage Easement Agreement ("Agreement") is dated as of February 21, 2014 by and between the CITY OF SOUTH JORDAN, a Utah municipal corporation (with all successors and assigns as owner of Grantor's Property, "Grantor") and SJ MARKETPLACE, LLC, a Delaware limited liability company (with all successors and assigns as owner of Grantee's Property, "Grantee"). Each of Grantor and Grantee are sometimes referred to herein as a "Party" and collectively as the "Parties."

### RECITALS

A. Concurrently herewith, Grantor has purchased from Grantee the real property located in the City of South Jordan, Salt Lake County, Utah described on Exhibit A attached hereto ("Grantor's Property").

B. Grantee is the owner of certain real property located adjacent to Grantor's Property and described on Exhibit B attached hereto ("Grantee's Property"). Grantor's Property and Grantee's Property are sometimes referred to herein as a "Property" and collectively as the "Properties."

C. Grantor and Grantee desire to enter into this Agreement for the grant by Grantor to Grantee of an easement for the drainage and flow of storm and other surface run-off water from Grantee's Property to Grantor's Property for retention in retention basin facilities on Grantor's Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee for the benefit of Grantee's Property a perpetual appurtenant easement burdening Grantor's Property for the purpose of the drainage and flow of storm and other surface run-off water from Grantee's Property onto Grantor's Property for retention in retention basin facilities on Grantor's Property. Grantor hereby agrees, at no cost or expense to Grantee, to accept the drainage and flow of storm and other surface run-off water from Grantee's Property and to construct and maintain any such retention basin and associated drainage facilities as are reasonably necessary for the free,

unobstructed flow and acceptance of such water from Grantee's Property. Grantor's Property shall not be used in any manner that interferes with the easement granted under this Agreement. Grantor reserves the right to use Grantor's Property for any other use or purpose that does not interfere with the easement granted under this Agreement. In the event that Grantor provides an alternative means and location for the conveyance and retention of water that provides to Grantee the same benefits that this Agreement provides, such that this Agreement is no longer needed, then Grantee shall execute such documents as are needed to cause the termination of this Agreement and the abandonment of the easement evidenced hereby.

2. Run With the Land. The terms, provisions, agreements, covenants, conditions and restrictions set forth in this Agreement shall be equitable servitudes, and shall run in favor and be enforceable for the benefit of, and shall be binding upon and enforceable against, each Property. In the event of a breach of this Agreement by Grantor, Grantee shall be entitled to all rights or remedies available at law or in equity, including without limitation, injunctive relief. The liability of an owner of a Property under this Agreement shall be applicable upon such owner only during its period of ownership, provided that no sale or transfer shall relieve an owner of liability for any act, omission, breach, occurrence or condition arising or occurring during such period of ownership.

3. No Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Properties to the general public or for the use by or benefit of the general public, or for any public purpose whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes expressed herein.

4. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Utah.

5. No Modification. This Agreement may not be amended or modified except in writing executed by the Party against whom such amendment or modification is being charged and recorded in the official records.

6. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements with respect thereto, whether oral or written.

7. No Waiver. No delay or omission in exercising any right or in enforcing any provision of this Agreement shall constitute a waiver of such right or provision.

8. Attorneys' Fees. In the event of a dispute or litigation between the Parties with respect to the interpretation or enforcement of this Agreement, the prevailing Party in such dispute shall be entitled to reimbursement from the non-prevailing Party of its reasonable out-of-pocket attorneys' fees and costs incurred in connection with such dispute or litigation, including costs and expenses incurred in connection with the enforcement, perfection or collection of any judgment.

9. Severability. If any provision of this Agreement is invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of such invalidity or

unenforceability, without invalidating the remaining portions of such provision or the remaining provisions of this Agreement.

10. Binding Agreement. Each Party represents and warrants that this Agreement has been duly and validly authorized, executed and delivered, and constitutes the valid and binding obligation of such Party, and is enforceable in accordance with its terms.

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original and all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first set forth above.

**GRANTEE:**

SJ MARKETPLACE, LLC, a Delaware limited liability company

By: CCA Acquisition Company, LLC, a California limited liability company, managing member

By: \_\_\_\_\_  
Steven Usdan, managing member

**GRANTOR:**

CITY OF SOUTH JORDAN, a Utah municipal corporation

By: *Gary Whatcott*  
Gary Whatcott, Interim City Manager

Attested: \_\_\_\_\_

*Anna M. W...*  
City Recorder

Approved as to Form:

*Ryan v. Jase*  
Attorney for the City



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**GRANTEE:**

SJ MARKETPLACE, LLC, a Delaware limited liability company

By: CCA Acquisition Company, LLC, a California limited liability company, managing member

By: Steven Usdan  
Steven Usdan, managing member

**GRANTOR:**

CITY OF SOUTH JORDAN, a Utah municipal corporation

By: \_\_\_\_\_  
Gary Whatcott, Interim City Manager

Attested: \_\_\_\_\_  
\_\_\_\_\_  
City Recorder

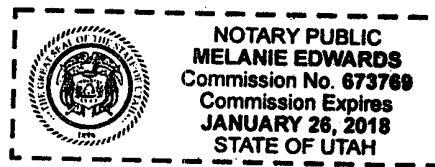
Approved as to Form:

\_\_\_\_\_  
Attorney for the City

STATE OF UTAH                    )  
  )ss.  
County of Salt Lake            )

On the 21 day of February, 2014, personally appeared before me Gary Whatcott, whose identity is personally known to me or proved to me on the basis of satisfactory evidence, and who affirmed that he is the Interim City Manager of the City of South Jordan, a Utah municipal corporation, and that the foregoing instrument was signed by him in behalf of said municipal corporation by authority of the South Jordan City Code by a Resolution of the South Jordan City Council, and he acknowledged to me that said municipal corporation executed the same.

Melanie Edwards  
Notary Public  
Date: 2-21-14  
My Commission expires: January 26, 2018



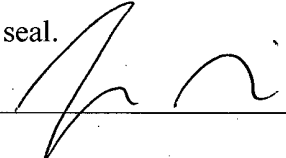
STATE OF CALIFORNIA )

COUNTY OF LOS ANGELES )

On February 20, 2014, before me, Jocelyn Sierad, a Notary Public, personally appeared Steven Udán, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)

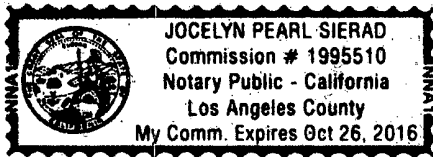


EXHIBIT A  
LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

The following described real property situated in Salt Lake County, Utah:

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4000 WEST STREET, SAID POINT BEING NORTH 00°04'39" WEST ALONG THE SECTION LINE 493.88 FEET AND NORTH 89°55'21" EAST 42.50 FEET FROM A FOUND SALT LAKE COUNTY BRASS CAP MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°04'39" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 838.60 FEET; THENCE NORTH 89°55'21" EAST 418.33 FEET TO A POINT ON THE ARC OF A NON TANGENT 4,025.00 FOOT RADIUS CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°54'14" A DISTANCE OF 63.49 FEET (CHORD BEARS SOUTH 05°02'13" EAST 63.49 FEET) TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 4,963.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03°08'12" A DISTANCE OF 271.69 FEET (CHORD BEARS SOUTH 03°55'14" EAST 271.66 FEET); THENCE SOUTH 02°21'08" EAST 75.19 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF BANGERTER HIGHWAY; THENCE SOUTH 02°05'14" WEST 885.27 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF 11800 SOUTH STREET; THENCE NORTH 89°52'38" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE 77.57 FEET; THENCE NORTH 00°04'39" WEST 455.20 FEET; THENCE SOUTH 89°55'21" WEST 334.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 404,378 SQ. FT. OR 9.283 ACRES.

EXHIBIT B

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

The following described real property situated in Salt Lake County, Utah:

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 234.42 FEET AND EAST 233.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°04'39" WEST 167.20 FEET; THENCE SOUTH 89°49'25" EAST 144.62 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 50.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89°50'40" A DISTANCE OF 78.40 FEET (CHORD BEARS SOUTH 44°54'05" EAST 70.61 FEET); THENCE SOUTH 00°01'15" WEST 116.48 FEET; THENCE SOUTH 89°55'21" WEST 194.20 FEET TO THE POINT OF BEGINNING.

CONTAINS 31,878 SQ. FT. OR 0.732 ACRES.

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 234.42 FEET AND EAST 233.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 194.20 FEET; THENCE SOUTH 00°01'15" WEST 44.09 FEET; THENCE SOUTH 03°47'36" EAST 92.72 FEET; THENCE SOUTH 81°55'21" WEST 153.65 FEET; THENCE SOUTH 89°55'21" WEST 47.97 FEET; THENCE NORTH 00°04'39" WEST 145.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 29,452 SQ. FT. OR 0.676 ACRES.

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 392.42 FEET AND EAST 233.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 47.97 FEET; THENCE NORTH 81°55'21" EAST 153.65 FEET; THENCE SOUTH 03°47'36" EAST 87.68 FEET; THENCE SOUTH 00°01'15" WEST 24.11 FEET; THENCE SOUTH 81°55'21" WEST 113.41 FEET; THENCE SOUTH 89°55'21" WEST 93.47 FEET; THENCE NORTH 00°04'39" WEST 106.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 22,429 SQ. FT. OR 0.515 ACRES.

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 610.42 FEET AND EAST 233.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND



RUNNING THENCE NORTH 00°04'39" WEST 112.00 FEET; THENCE NORTH 89°55'21" EAST 93.47 FEET; THENCE NORTH 81°55'21" EAST 113.41 FEET; THENCE SOUTH 00°01'15" WEST 118.73 FEET; THENCE SOUTH 89°55'21" WEST 101.57 FEET; THENCE SOUTH 00°04'39" EAST 9.05 FEET; THENCE SOUTH 89°55'21" WEST 104.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 22,999 SQ. FT. OR 0.528 ACRES.

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 610.42 FEET AND EAST 233.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 104.00 FEET; THENCE NORTH 00°04'39" WEST 9.05 FEET; THENCE NORTH 89°55'21" EAST 101.57 FEET; THENCE SOUTH 00°01'15" WEST 110.05 FEET; THENCE SOUTH 89°55'21" WEST 205.38 FEET; THENCE NORTH 00°04'39" WEST 101.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 21,671 SQ. FT. OR 0.497 ACRES.

BEGINNING AT A POINT SOUTH 00°04'39" EAST ALONG THE SECTION LINE 711.43 FEET AND EAST 229.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 209.38 FEET; THENCE SOUTH 00°01'15" WEST 255.65 FEET; THENCE SOUTH 02°15'47" EAST 30.31 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 4037.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03°09'04" A DISTANCE OF 222.02 FEET (CHORD BEARS SOUTH 03°50'19" EAST 222.00 FEET) TO A POINT ON THE ARC OF A 4025.00 FOOT NON TANGENT RADIUS CURVE TO THE LEFT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°26'17" A DISTANCE OF 101.01 FEET (CHORD BEARS SOUTH 03°51'58" EAST 101.01 FEET); THENCE SOUTH 89°55'21" WEST 246.50 FEET; THENCE NORTH 00°04'39" WEST 231.25 FEET; THENCE NORTH 89°55'21" EAST 15.17 FEET; THENCE NORTH 00°04'39" WEST 377.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 134,210 SQ. FT. OR 3.081 ACRES.

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 362.68 FEET AND EAST 42.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°04'39" WEST ALONG SAID RIGHT OF WAY LINE

166.00 FEET; THENCE NORTH 89°55'21" EAST 159.00 FEET; THENCE SOUTH 00°04'39" EAST 38.00 FEET; THENCE NORTH 89°55'21" EAST 32.00 FEET; THENCE SOUTH 00°04'39" EAST 158.00 FEET; THENCE SOUTH 89°55'21" WEST 32.00 FEET; THENCE NORTH 00°04'39" WEST 30.00 FEET; THENCE SOUTH 89°55'21" WEST 159.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 31,450 SQ. FT. OR 0.722 ACRES.

BEGINNING AT A POINT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 362.68 FEET AND EAST 42.50 FEET FROM THE WEST QUARTER CORNER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 159.00 FEET; THENCE SOUTH 00°04'39" EAST 30.00 FEET; THENCE NORTH 89°55'21" EAST 32.00 FEET; THENCE SOUTH 00°04'39" EAST 152.00 FEET; THENCE SOUTH 89°55'21" WEST 32.00 FEET; THENCE NORTH 00°04'39" WEST 7.92 FEET; THENCE SOUTH 89°55'21" WEST 159.00 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE NORTH 00°04'39" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE 174.08 FEET TO THE POINT OF BEGINNING.

CONTAINS 32,543 SQ. FT. OR 0.747 ACRES.

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 711.68 FEET AND EAST 42.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°04'39" WEST ALONG SAID RIGHT OF WAY LINE 174.92 FEET; THENCE NORTH 89°55'21" EAST 159.00 FEET; THENCE SOUTH 00°04'39" EAST 7.92 FEET; THENCE NORTH 89°55'21" EAST 32.00 FEET; THENCE SOUTH 00°04'39" EAST 167.00 FEET; THENCE SOUTH 89°55'21" WEST 191.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 33,156 SQ. FT. OR 0.761 ACRES.

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 711.68 FEET AND EAST 42.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 89°55'21" EAST 187.00 FEET; THENCE SOUTH 00°04'39" EAST 377.00 FEET; THENCE SOUTH 89°55'21" WEST 15.17 FEET; THENCE SOUTH

00°04'39" EAST 231.25 FEET; THENCE SOUTH 89°55'21" WEST 171.83 FEET TO SAID RIGHT OF WAY LINE; THENCE NORTH 00°04'39" WEST ALONG SAID RIGHT OF WAY LINE 608.25 FEET TO THE POINT OF BEGINNING.

CONTAINS 110,235 SQ. FT. OR 2.531 ACRES.

BEGINNING AT A POINT ON THE EASTERLY RIGHT OF WAY LINE OF 4000 WEST STREET, SAID POINT BEING SOUTH 00°04'39" EAST ALONG THE SECTION LINE 196.68 FEET AND EAST 42.50 FEET FROM THE WEST QUARTER OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 00°04'39" WEST ALONG SAID RIGHT OF WAY LINE 109.96 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 20.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90°15'14" A DISTANCE OF 31.50 FEET (CHORD BEARS NORTH 45°02'58" EAST 28.35 FEET); THENCE SOUTH 89°49'25" EAST 170.91 FEET; THENCE SOUTH 00°04'39" EAST 167.20 FEET; THENCE SOUTH 89°55'21" WEST 32.00 FEET; THENCE NORTH 00°04'39" WEST 38.00 FEET; THENCE SOUTH 89°55'21" WEST 159.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 25,888 SQ. FT. OR 0.594 ACRES.

27-19 - 430-002  
27-19 - 431-002  
27-20 - 302-002