

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

William M. Grosse
Foursquare Properties, Inc.
5850 Avenida Encinas, Suite A
Carlsbad, CA 92008

11453440
8/20/2012 11:21:00 AM \$43.00
Book - 10047 Pg - 3719-3735
Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 17 P.

21-29-352-005
21-29-376-004

MNT 31086

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

EASEMENT AGREEMENT

This Easement Agreement (the "Agreement") is entered into this 17 day of August, 2012 (the "Effective Date") by and between CAMPUS VIEW, LLC, a Delaware limited liability company ("Campus View") and THE PARK AT JORDAN LANDING, LLC, a Utah limited liability company ("The Park"). Campus View and The Park are sometimes hereinafter referred to individually as a "Party" and collectively as "Parties".

RECITALS

WHEREAS, Campus View is the fee owner of certain real property located in the City of West Jordan, Utah and described in Exhibit A attached hereto and made a part hereof and shown on the site plan (the "Site Plan") attached hereto as Exhibit B and made a part hereof (the "Campus View Property");

WHEREAS, Campus View developed the Campus View Property as a shopping center;

WHEREAS, The Park is the fee owner of certain real property located in the City of West Jordan, California and described in Exhibit A-1 attached hereto and made a part hereof and shown on the Site Plan (the "Park Property");

WHEREAS, The Park intends to develop the Park Property.

WHEREAS, Campus View and The Park constructed a storm drain system and a detention facility of sufficient size to accommodate the detention requirements for Campus View, the Park and certain public street improvements to serve both Parties, the Campus View Property and the Park Property;

WHEREAS, The Park desires to obtain an easement over a portion of the Campus View Property for the "Improvements" (as hereinafter defined), and Campus View has agreed to grant

and convey to The Park a non-exclusive easement over a portion of the Campus View Property for the Improvements as more specifically set forth herein; and

WHEREAS, the Parties desire to make certain mutual provisions for the maintenance, repair, replacement and operation of the Improvements, and to make certain other covenants and agreements as hereinafter more specifically set forth.

AGREEMENT

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Drainage Easement on the Campus View Property.** Campus View hereby grants and conveys to The Park, its successors and assigns, a non-exclusive drainage easement upon and under the area described on Exhibit C attached hereto and made a part hereof (the "Easement Area") for the use and operation of the Improvements in accordance with the Detention Basin Calculations attached hereto and incorporated herein as Exhibit D and the Master Plan, attached hereto and incorporated herein as Exhibit E. As used in this Agreement, the term "Improvements" means all storm drain lines and the detention pipe gallery serving the Park Property whether solely or partially or portions thereof, including storm drain lines, maintenance holes, junction boxes, above or below ground detention basins, flow restrictors or other system components. The Improvements shall at all times remain the property of Campus View.

2. **Maintenance of Improvements.** Campus View shall maintain, or cause to be maintained, the Improvements in a good state of repair and safe and functional condition (collectively, "Routine Maintenance"). Routine Maintenance shall include the clearing of obstructions within or to the Improvements such that the design detention volume and flow rate to and from the detention gallery is maintained. All Routine Maintenance within the Easement Area shall be performed with materials of quality at least equal to the quality of the materials to be repaired or replaced. The Improvements shall be maintained in compliance with all applicable governmental laws, rules, regulations, orders and ordinances, and the provisions of this Agreement.

3. **Repair and/or Replacement of Improvements.** Campus View shall repair and replace, or cause to be repaired and replaced, the Improvements in a good state of repair and safe and functional condition (collectively, the "Repair Work"). All Repair Work within the Easement Area shall be performed with materials of quality at least equal to the quality of the materials to be repaired or replaced.

From and after the date that The Park Property is developed (defined as the date that The Park receives its first inspection on any permanent construction for the Park Property), The Park agrees to reimburse Campus View for the cost of any Repair Work within thirty (30)

days of receipt of any invoice, together with any and all back-up information reasonably requested by The Park, an amount equal to thirty-six and 75/100 percent (36.75%) of the actual costs for any Repair Work performed on or about the Improvements from and after the Effective Date. Such proration is based on a land-to-land proration, as further defined on Exhibit D.

Contracts or work orders for Repair Work which are estimated to cost in excess of Thirty Thousand and 00/100 Dollars (\$30,000.00) shall be subject to the commercially reasonable approval of The Park, except in the event of an emergency, for which no preapproval shall be required, provided that Campus View provides The Park with the nature of the emergency and the cost of the Repair Work promptly upon completion of the Repair Work. Campus View shall provide a written copy of such contract or work order for any Repair Work which is estimated to cost in excess of Thirty Thousand and 00/100 Dollars (\$30,000.00) for the approval of The Park and The Park shall have ten (10) days to review and either approve or disapprove. In the event of any disapproval of any contract or work order, the Parties agree to work together in good faith to come to a mutually acceptable resolution of any disputed items.

4. Representations and Warranties.

(a) The Park represents and warrants to Campus View that: (i) neither this Agreement nor any agreement, document or instrument executed in connection herewith will violate or conflict with any contract, agreement, or instrument affecting or relating to The Park or the Park Property; (ii) this Agreement and all agreements, instruments and documents herein provided to be executed by The Park are valid and legally binding on The Park; (iii) The Park has the capacity and authority to enter into this Agreement and nothing prohibits or restricts the right or ability of The Park to perform, fulfill and carry out the terms hereof; and (iv) The Park has taken all necessary actions for the authorization for the execution and delivery of this Agreement and the agreements and documents to be entered into in connection with this Agreement.

The Park shall indemnify, defend, hold harmless and protect Campus View and its officers, directors, members, shareholders, partners, employees, agents and consultants, from and against any and all loss, costs, expenses (including reasonable attorneys' fees), obligations, liabilities, claims (including but not limited to any claim for damage to property or injury to or death of any persons), liens, or encumbrances, whether direct, contingent or consequential and no matter how arising, in any way related to or arising from any inaccuracy in or breach of any representation or warranty of The Park or resulting from any breach or default by The Park under this Agreement.

(b) Campus View represents and warrants to The Park that: (i) Campus View has full right, title and authority to grant and convey the easement set forth in Section 2 of this Agreement; (ii) neither this Agreement nor any agreement, document or instrument executed in connection herewith will violate or conflict with any contract, agreement, or instrument affecting or relating to Campus View or the Campus View Property; (iii) this Agreement and all agreements, instruments and documents herein provided to be executed by Campus View are valid and legally binding on Campus View; (iv) Campus View has the capacity and authority to enter into this Agreement and nothing prohibits or restricts the right or ability of Campus View to

perform, fulfill and carry out the terms hereof; (v) Campus View has taken all necessary actions for the authorization for the execution and delivery of this Agreement and the agreements and documents to be entered into in connection with this Agreement.

Campus View shall indemnify, defend, hold harmless and protect The Park and its respective officers, directors, members, shareholders, partners, employees, agents and consultants, from and against any and all loss, costs, expenses (including reasonable attorneys' fees), obligations, liabilities, claims (including but not limited to any claim for damage to property or injury to or death of any persons), liens, or encumbrances, whether direct, contingent or consequential and no matter how arising, in any way related to or arising from any inaccuracy in or breach of any representation or warranty of Campus View or resulting from any breach or default by Campus View under this Agreement.

5. Run with the Land. The easements granted to The Park in this Agreement shall run with the Park Property and be appurtenant to and be for the benefit of The Park, its successors and assigns, and for the benefit of the Park Property only. The Park acknowledges and agrees that it is developing the Park Property for its own use or a tenant, occupant or other similar party with a written agreement with The Park for property located within the Park Property.

6. Indemnification. Each of the Parties, including its successors and assigns, shall indemnify and defend each of the other Parties, their respective officers, directors, employees, contractors, agents, successors, assigns and agents and their respective successors and assigns, from any loss or claims for property damage, death or bodily injury, or any mechanics or materials liens placed on an Easement Area, which may occur, on or about the Easement Area due to the indemnifying Party's gross negligence or willful misconduct.

7. Term. Unless otherwise canceled or terminated, the easements granted in this Agreement shall continue in perpetuity or such shorter term if mandated by Utah law. Upon the expiration or earlier termination of this Agreement, The parties will promptly prepare and record, at their sole cost and expense, a deed quitclaiming any interest in the Easement Area.

8. Attorneys Fees. If any legal action or proceeding arising out of relating to this Agreement is brought by any Party to this Agreement, the prevailing Party shall be entitled to receive from the other Party(ies), in addition to any other relief that may be granted, the reasonable attorneys' fees, costs and expenses that may be incurred in any action or proceeding by the prevailing Party.

9. Additional Instruments. Each Party will, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting Party, in order to carry out the intent and purpose of this Agreement.

10. Governing Law. This Agreement shall be governed by the laws of the State of Utah.

11. **Counterparts.** This Agreement may be executed in any number of counterparts, provided each of the parties hereto executes at least one counterpart; each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one and the same instrument.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as of the Effective Date.

CAMPUS VIEW, L.L.C.
a Delaware limited liability company

By: CAMPUS VIEW ASSOCIATES, L.L.C.,
a Delaware limited liability company

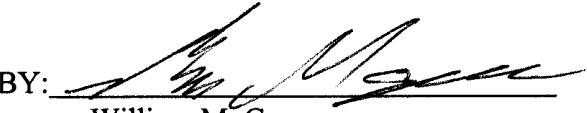
By: 
William M. Grosse
Executive Committee Member

THE PARK AT JORDAN LANDING, LLC,
a Utah limited liability company

BY: JORDAN LANDING, L.L.C.,
a Delaware limited liability company

BY: JL PROJECT, LLC,
a Utah limited liability company
Manager of Jordan Landing, L.L.C.

BY: FOURSQUARE PROPERTIES, INC.,
a California corporation
Manager of JL Project, LLC

BY: 
William M. Grosse
Vice President

ACKNOWLEDGMENT – Campus View

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

On 8/17/12 before me, Rachel Miller, Notary Public personally appeared William M. Grosse 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 Rachel Miller

(seal)

ACKNOWLEDGMENT – The Park

STATE OF CALIFORNIA)
) SS
COUNTY OF San Diego))

On 8/17/12 before me, Rachel Miller, Notary Public personally appeared William M. Grosse 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 Rachel Miller

(seal)

EXHIBIT A
LEGAL DESCRIPTION OF THE CAMPUS VIEW PROPERTY

ALL OF LOT 5C OF THIRD AMENDMENT TO JORDAN LANDING II FINAL PLAT SUBDIVISION, IN BOOK 2003, AT PAGE 150, ON FILE IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER.

EXHIBIT A

08 17 12 CV And Park Drainage Facility Easement EK CLN

BK 10047 PG 3727

EXHIBIT A-1
LEGAL DESCRIPTION OF THE PARK PROPERTY

All of Lot 5D of Third Amendment to Jordan Landing II Final Plat Subdivision, in Book 2003, at Page 150, on file in the office of the Salt Lake County Recorder.

EXHIBIT A-1

08 17 12 CV and Park Drainage Facility Easement EK CLN

BK 10047 PG 3728

EXHIBIT B
SITE PLAN

[attached]

EXHIBIT B

08 17 12 CV And Park Drainage Facility Easement EK CLN

BK 10047 PG 3729

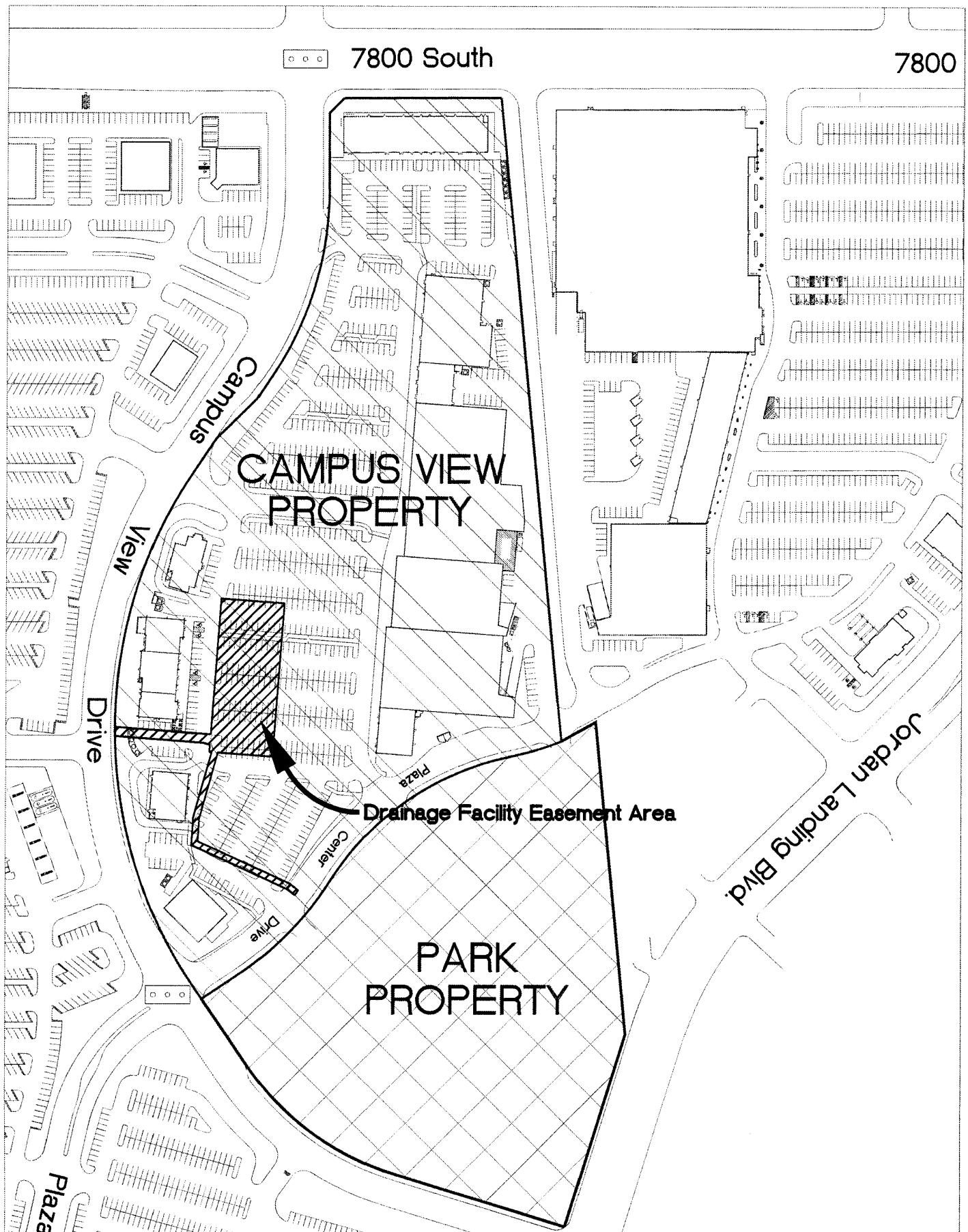


Exhibit B

BK 10047 PG 3730

EXHIBIT C
LEGAL DESCRIPTION OF THE EASEMENT AREA

Easement Area

BEGINNING AT THE NORTHEAST CORNER OF LOT 5C, THIRD AMENDMENT TO JORDAN LANDING II FINAL PLAT, SAID POINT BEING SOUTH 89°57'25" EAST ALONG THE SECTION LINE 1561.11 FEET AND NORTH 1543.35 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE ARC OF A 766.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 56°33'55" WEST) THROUGH A CENTRAL ANGLE OF 02°28'08" A DISTANCE OF 33.01 FEET; THENCE SOUTH 56°33'55" WEST 46.77 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 532.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21°54'09" A DISTANCE OF 203.37 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 598.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 42°11'11" A DISTANCE OF 440.30 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 532.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10°16'02" A DISTANCE OF 9533 FEET TO THE WESTERLY BOUNDARY LINE OF SAID LOT 5C, THENCE ALONG THE BOUNDARY LINE OF SAID LOT 5C AND LOT 5D NORTH 05°19'21" WEST 69.03 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE ALONG THE ARC OF A 598.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 21°21'47" EAST) THROUGH A CENTRAL ANGLE OF 08°12'45" A DISTANCE OF 85.71 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 532.00 FOOT RADIUS CURVE TO THE LEFT THOUGH A CENTRAL ANGLE OF 42°11'11" A DISTANCE OF 391.71 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 598.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21°54'09" A DISTANCE 228.60 FEET; THENCE NORTH 56°33'55" EAST 47.48 FEET TO THE EASTERLY LINE OF LOT 5D; THENCE SOUTH 33°26'05" EAST 33.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 50,810 SQ. FT. OR 1.1664

EXHIBIT C

08 17 12 CV And Park Drainage Facility Easement EK CLN

BK 10047 PG 3731

EXHIBIT D
DETENTION BASIN CALCULATIONS

[attached]

EXHIBIT D

08 17 12 CV And Park Drainage Facility Easement EK CLN

BK 10047 PG 3732

JORDAN LANDING PHASE VI

Detention Gallery
Required Detention - 100 year

Area Designation	Campus View Retail		The Park Area		Campus View Dr. ROW		P.O. Area 4
Input Data:							
Area =	661,241 sq. ft. 15.18 acres		384,199 sq. ft. 8.82 acres		122,456 sq. ft. 2.81 acres		792,705 sq. ft. 18.20 acres 0.1000 cfs/acre
Restriction Rate =							
Impervious:	Area	C-Value	Area	C-Value	Area	C-Value	Volume from this area based on release rate multiplied by lapsed time
562,055	0.85	326,569	0.85	104,088	0.85		
Retention Pond:	0	0.15	0	0.15	0	0.15	
Landscaped:	99,186	0.15	57,630	0.15	18,368	0.15	
Weighted C:	0.75		0.75		0.75		
CA:	492,624		286,228		91,230		

Lapsed Time (min.)	Accum. Rainfall (in.)	Accum flow Campus View (cu. ft.)	Accum flow The Park (cu. Ft.)	Accum flow CVD ROW (cu. Ft.)	Accum flow PO Area 4 (cu. ft.)	Allow Discharge (cu. ft.)	Req'd Storage (cu. ft.)
15	0.90	36,947	21,467	6,842	1638	3,825	63,069
30	1.25	51,315	29,815	9,503	3276	7,650	86,259
60	1.45	59,525	34,586	11,024	6551	15,300	96,386
360	1.98	81,283	47,228	15,053	39308	91,800	91,071
720	2.70	110,840	64,401	20,527	78615	183,600	90,784
1440	3.00	123,156	71,557	22,807	157231	367,200	7,551

**Max. Storage Required = 96,386 cu. Ft.
2.21 ac-ft.**

Det. Basin Allowable Discharge per Master Plan = 4.25 cfs

Proration Based on Site Area

Campus View	661,241	63.25%
The Park	384,199	36.75%
Total	<u>1,045,440</u>	100.00%

Exhibit D - Detention Basin Calculations

EXHIBIT E
DRAINAGE MASTER PLAN

[attached]

EXHIBIT E

08 17 12 CV And Park Drainage Facility Easement EK CLN

BK 10047 PG 3734

