

PREPARED BY AND WHEN  
RECORDED PLEASE RETURN TO:

Parr Waddoups Brown Gee & Loveless  
 185 South State Street, Suite 1300  
 Salt Lake City, Utah 84111  
 Attention: David Gee, Esq.

10207234  
 08/29/2007 10:26 AM \$26.00  
 Book - 9509 Pg - 1976-1983  
**GARY W. OTT**  
 RECORDER, SALT LAKE COUNTY, UTAH  
 PARR WADDOUPS BROWN GEE &  
 185 S STATE #1300 LOVELESS  
 SLC UT 84111-1536  
 BY: ZJM, DEPUTY - WI 8 P.

### **EASEMENT**

THIS EASEMENT is entered into as of the 22nd day of August, 2007, by DCH Holdings, L.C., a Utah limited liability company ("Grantor"), whose address is 5300 South 900 East, Murray, Utah 84117, and UTAH SOCCER STADIUM OWNER, LLC, a Delaware limited liability company ("Grantee") whose address is 515 South 700 East, Suite 2R, Salt Lake City, Utah 84102. (Grantor and Grantee are referred to in this instrument collectively as the "Parties," and individually as a "Party.")

#### **RECITALS:**

A. Grantor is the fee owner of that certain parcels of real property located in Salt Lake County, Utah, and more particularly described on Exhibit "A" attached hereto (the "Burdened Property");

B. Grantee is the owner of certain real property ("Benefited Property") located in Salt Lake County, Utah, more particularly described on the attached Exhibit "B", attached hereto and all improvements now or hereafter located thereon; and

C. Grantor desires to convey to Grantee an easement over a portion of the Burdened Property as more particularly described on Exhibit "C" attached hereto (the "Easement Area") in accordance with the provisions of this Agreement.

NOW, THEREFORE, FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Grant of Easements and Rights-of-Way. Grantor hereby conveys and warrants to Grantee a perpetual, non-exclusive easement and right-of-way for the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, enlargement, relocation and replacement of utility pipes, lines, wires, conduits and related facilities (including, without limitation, pipes, lines, wires, conduits and related facilities for electricity, natural gas, other fuels or power sources, telephone, sewage, storm water drainage and all types of water, under, through and across, the Easement Area). Such easement and right-

of-way shall constitute a covenant running with the land, and shall benefit and be appurtenant to the Benefited Property.

2. Nature of Provisions. For the purpose of the easement and right-of-way created by this instrument, the Benefited Property shall constitute the dominant estate, and the Easement Area shall constitute the servient estate. Such easement and right-of-way shall: (a) create an equitable servitude on the Easement Area in favor of the Benefited Property; (b) constitute a covenant running with the land; (c) benefit and bind every person having any fee, leasehold, mortgage lien or other interest in any portion of the property concerned; and (d) benefit and bind any person whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure or other means.

3. Additional Users. The easement and right-of-way granted to Grantee in this instrument are intended to create a property interest or right in Grantee, and Grantee may permit their tenants, subtenants, partners, employees, agents, contractors, invitees, licensees and other visitors to the Benefited Property to use and enjoy such easements and rights-of-way.

4. Construction/Maintenance of the Easement Area. Grantee, at its sole expense, shall maintain all improvements to the Easement Area constructed by Grantee. Grantee may delegate its rights to for such maintenance and construction by dedicating any such easements to the applicable governmental authority.

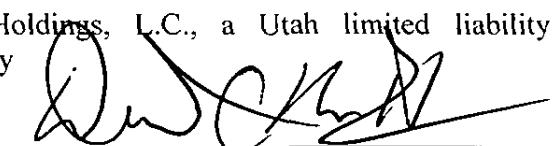
5. General Provisions. This instrument shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the State of Utah. This instrument shall inure to the benefit of, and be binding on, the Parties and their respective successors and assigns. Whenever possible, each provision of this instrument shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this instrument shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this instrument.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

The Parties have executed this instrument to be effective as of the date first set forth above.

**GRANTOR:**

DCH Holdings, L.C., a Utah limited liability company

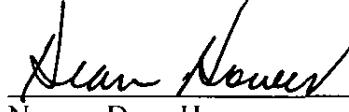
By: 

Name: David C. Helms

Title: Manager

**GRANTEE:**

UTAH SOCCER STADIUM OWNER, LLC, a Delaware limited liability company

By: 

Name: Dean Howes

Title: Chief Executive Officer

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

The foregoing instrument was acknowledged before me this 22 day of August, 2007, by David C. Helms, the Manager of DCH Holdings, L.C., a Utah limited liability company.



*Anne Swenson*  
NOTARY PUBLIC  
Residing in 5300 S. 900 E.

My Commission Expires:

12-14-07

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

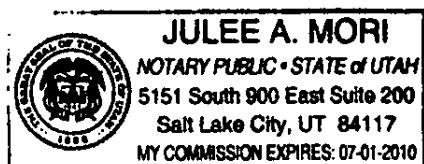
The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of August, 2007, by Dean Howes, the Chief Executive Officer of Utah Soccer Stadium Owner, LLC, a Delaware limited liability company.

[SEAL]

*Dean Howes*  
NOTARY PUBLIC  
Residing in SC. Utah

My Commission Expires:

July 1, 2010



**EXHIBIT "A"**  
**TO**  
**EASEMENT**

BEGINNING AT A POINT WHICH IS NORTH 89°59'19" WEST 747 FEET AND NORTH 58.00 FEET FROM THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING ON THE SOUTH LINE OF 9000 SOUTH STREET AND AN EXISTING OLD FENCE LINE, AND RUNNING THENCE SOUTH 00°06'51" EAST ALONG SAID FENCE LINE 1149.77 FEET TO A FENCE LINE ON THE NORTH LINE OF A CANAL; THENCE SOUTH 37°44'00" WEST ALONG SAID FENCE LINE 156.87 FEET; THENCE SOUTH 55°00'00" WEST ALONG SAID FENCE LINE 28.30 FEET; THENCE WEST 60.61 FEET; THENCE NORTH 266.32 FEET; THENCE EAST 47.88 FEET; THENCE NORTH 303.62 FEET; THENCE NORTH 00°12'59" WEST 719.90 FEET TO THE SOUTH LINE OF 9000 SOUTH STREET; THENCE NORTH 89°53'46" EAST ALONG SAID SOUTH LINE 132.34 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "B"  
TO  
EASEMENT**

**FROM REAL SALT LAKE SUBDIVISION PLAT**

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT WHICH IS SOUTH 00°02'26" WEST 1138.11 FEET AND NORTH 89°57'34" WEST 50.06 FEET FROM A FOUND BRASS CAP MONUMENT AT THE INTERSECTION OF 9000 SOUTH STREET AND STATE STREET SAID POINT ALSO BEING NORTH 00°02'55" WEST 1600.06 FEET AND NORTH 89°09'40" EAST 43.23 FEET FROM THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°02'40" WEST 612.17 FEET; THENCE SOUTH 40°10'06" WEST 249.13 FEET; THENCE SOUTH 74°09'54" WEST 148.92 FEET; THENCE SOUTH 61°30'25" WEST 31.32 FEET; THENCE SOUTH 27°04'55" WEST 49.81 FEET; THENCE SOUTH 17°10'48" WEST 91.15 FEET; THENCE SOUTH 13°41'38" WEST 39.15 FEET; THENCE SOUTH 07°01'13" WEST 60.66 FEET; THENCE SOUTH 03°34'44" WEST 54.39 FEET; THENCE SOUTH 04°19'02" WEST 244.11 FEET; THENCE SOUTH 01°11'52" WEST 68.44 FEET; THENCE SOUTH 09°59'48" WEST 20.45 FEET; THENCE NORTH 67°43'06" WEST 163.92 FEET; THENCE SOUTH 03°06'34" WEST 107.06 FEET; THENCE NORTH 88°11'44" WEST 127.02 FEET; THENCE NORTH 05°05'54" EAST 150.94 FEET; THENCE NORTH 70°37'51" WEST 130.03 FEET; THENCE NORTH 64°00'00" WEST 97.08 FEET; THENCE NORTH 17°00'00" WEST 224.00 FEET; THENCE WEST 27.00 FEET; THENCE NORTH 88°55'01" WEST 99.02 FEET; THENCE NORTH 88°56'11" WEST 149.58 FEET; THENCE SOUTH 89°55'33" WEST 149.31 FEET; THENCE NORTH 266.97 FEET; THENCE NORTH 34°09'31" EAST 17.91 FEET; THENCE NORTH 37°26'58" EAST 93.83 FEET; THENCE NORTH 49°23'15" EAST 124.63 FEET; THENCE NORTH 50°46'12" EAST 150.28 FEET; THENCE SOUTH 89°46'39" EAST 1.85 FEET; THENCE NORTH 46°29'04" EAST 175.00 FEET; THENCE NORTH 39°09'55" EAST 146.01 FEET; THENCE NORTH 37°56'18" EAST 360.20 FEET; THENCE NORTH 89°09'40" EAST 675.84 FEET TO THE POINT OF BEGINNING. CONTAINING 1,245,454 SQUARE FEET OR 28.58 ACRES.

**EXHIBIT "C"**  
**TO**  
**EASEMENT**

**HELMS SEWER LEGAL**

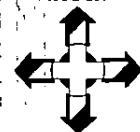
**Parcel # 2701426007**

BEGINNING AT A POINT NORTH 89°54'33" WEST 876.09 FEET & NORTH 1411.65 FEET FROM THE SOUTHEAST CORNER SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, AND RUNNING THENCE NORTH 50°22'36" WEST 20.00 FEET; THENCE NORTH 39°37'24" EAST 186.23 FEET; THENCE NORTH 00°00'44" WEST 1,077.31 FEET; THENCE SOUTH 89°59'19" EAST 20.00 FEET; THENCE SOUTH 00°00'44" EAST 1,084.51 FEET; THENCE SOUTH 39°37'24" WEST 193.44 FEET TO THE POINT OF BEGINNING.

CONTAINS 25,415 SQUARE FEET OR 0.583 ACRES

# HELMS SEWER EASEMENT

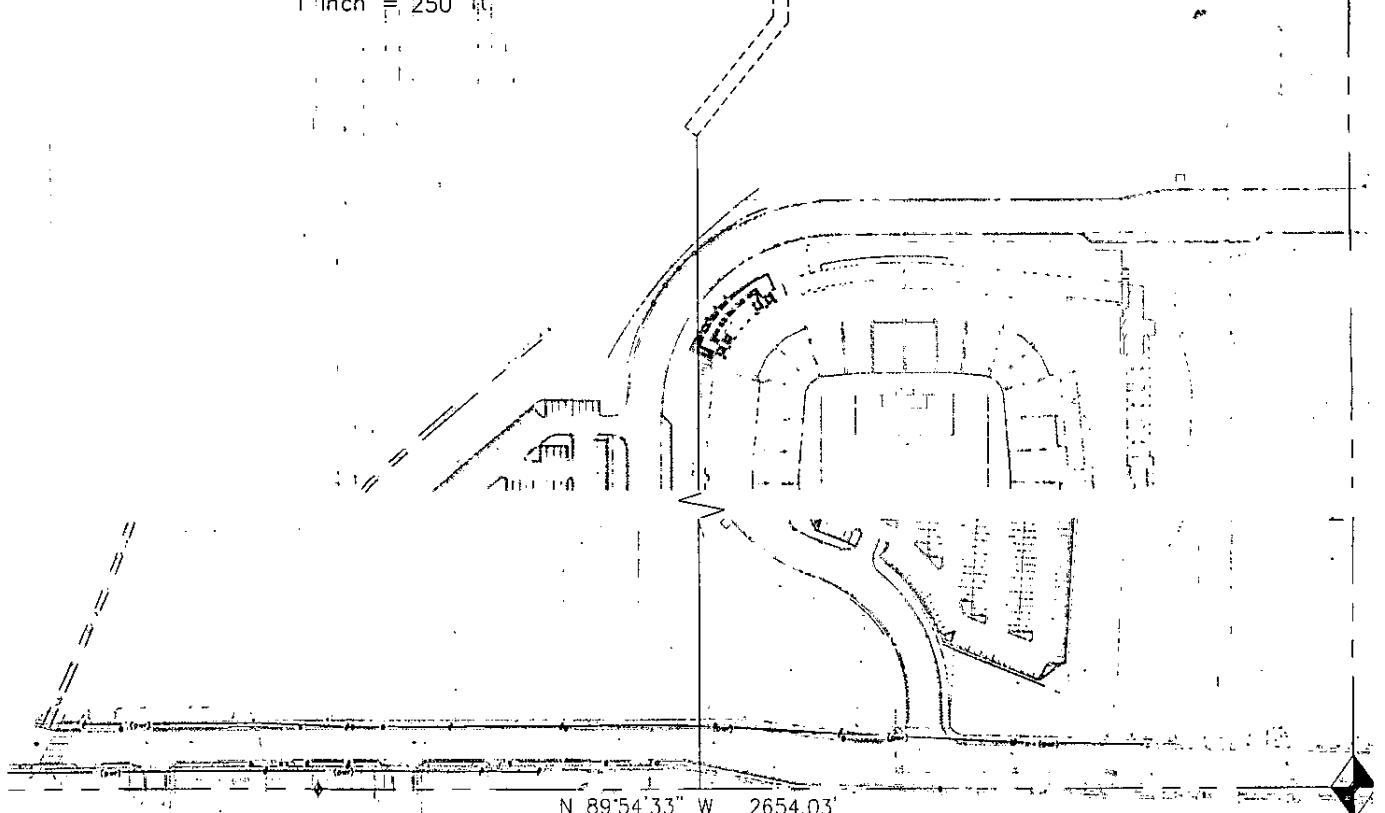
north



GRAPHIC SCALE

0 125 250 500

( IN FEET )  
1 inch = 250' ft



N 89°54'33" W 2654.03'

SOUTHEAST CORNER SEC. 1,  
TN. 13 SO., RA. 1 WE., SLB&M



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