

MUT #26153

When recorded, mail to:
Scott O. Mercer
Kesler & Rust
68 S. Main St, Ste 200
Salt Lake City, Utah 84101

11372203
4/17/2012 3:08:00 PM \$48.00
Book - 10009 Pg - 2767-2783
Gary W. Ott
Recorder, Salt Lake County, UT
METRO NATIONAL TITLE
BY: eCASH, DEPUTY - EF 17 P.

Parcel ID Nos. 15-01-429-001
15-01-429-002
15-01-429-003
15-01-429-004
15-01-429-005
15-01-429-011

DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS

This Declaration of Restrictive Covenants and Easements (this "Declaration") is made this 17th day of April, 2012 (the "Effective Date") by and between Hotel Corner LLC, a Utah limited liability company ("Buyer") and DHM Salt Lake City Hotel, LP, a Delaware limited partnership ("Seller"). Seller and Buyer are sometimes referred to herein individually as a "Party", and collectively as the "Parties".

RECITALS:

1. Contemporaneously with and conditioned upon the execution and delivery of this Declaration, Buyer purchased certain real property from Seller located on the southeast corner of 400 South and 200 West, Salt Lake City, Utah, as more particularly described on Exhibit A attached hereto and made a part hereof ("Buyer's Property").
2. Seller owns that certain property located to the south and east of the Buyer's Property, as more particularly described on Exhibit B attached hereto and made a part hereof ("Seller's Property"). Buyer's Property and Seller's Property are sometimes referred to herein collectively, as the "Properties."
3. Buyer desires, and Seller is willing to grant to Buyer certain easements over portions of the Seller's Property for the use and enjoyment of Buyer and Buyer's Parties (as defined below) as described on Exhibit C attached hereto and made a part hereof, pursuant to the terms and conditions set forth in this Declaration.
4. Buyer and Seller are willing to subject their respective Properties to the benefits and encumbrances set forth in this Declaration.

TERMS:

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to as follows:

1. Recitals. The Recitals to this Declaration are true and correct and hereby incorporated by reference and made a part hereof.

2. Use Restrictions. In no event shall the Buyer's Property or any portion thereof be used for any of the following purposes:

- a. Hotel
- b. Motel
- c. Bed and Breakfast, B&B Inn, B&B Manor
- d. Eleemosynary facility
- e. Group home
- f. Pawnshop
- g. Heliport
- h. Adult movie house, adults only entertainment complex, or adult book store
- i. Head Shop
- j. Mental Institutions or
- k. Any use in violation of D-1 downtown district zoning designation in effect on the date of this Declaration.

3. Curb Cut Easement.

- a. Seller hereby grants and conveys to Buyer and Buyer's successors and assigns, and Buyer's tenants and their respective employees, customers and invitees (collectively, the "Buyer's Parties") a non-exclusive ingress and egress easement from and to the current curb cuts on 200 West and 400 South across and through certain portions of the Seller's Property (the "Curb Cut Easement Area"), as more particularly described on Exhibit C attached hereto and made a part hereof, so that Buyer and Buyer's Parties may have reasonable vehicular and pedestrian access to and from the Buyer's Property (the "Curb Cut Easement").
- b. The use of the Curb Cut Easement Area by Buyer or Buyer's Parties shall not create nuisance or unreasonably interfere with, and Buyer covenants and shall cause Buyer's Parties to minimize any disruptions of, the use, occupancy or enjoyment of or business conducted on the Seller's Property or any part thereof.
- c. No Party shall in any manner whatsoever obstruct the use of the Curb Cut Easement Area for any reason so as to frustrate the intended purpose of the Curb Cut Easement. Notwithstanding the foregoing, Buyer acknowledges that Seller shall have the right, upon reasonable notice to Buyer, to temporarily close or modify access over the Curb Cut Easement Area, as reasonably necessary to repair or maintain the Curb Cut Easement Area. Subject to applicable constitutional provisions and only in the event Buyer's Parties create nuisance or unreasonably interfere with or cause any disruptions of, the use, occupancy or enjoyment of or business conducted on the Seller's Property, Seller shall have the right to remove persons who engage in any of the activities identified in Section 3(b) above from the Curb Cut Easement Area.
- d. Seller hereby agrees that Seller shall, at its sole cost and expense, remove the following from the Curb Cut Easement Area: (i) card readers; (ii) bollards; (iii) concrete curbs in the middle of the Curb Cut Easement Area; and (iv) the chain closing access to the 400 South (collectively, the "Curb Cut Easement Area Improvements"). The Parties hereto agree that Seller shall perform the Curb Cut Easement Area Improvements within the

earlier of (i) one hundred and twenty (120) days after the Effective Date or (ii) thirty (30) days after receipt of the prior written notice from Buyer requesting that Seller perform such Curb Cut Easement Area Improvements.

- e. Notwithstanding anything to the contrary contained herein, the Parties hereto agree that upon Buyer's receipt of the final Site Plan for the Buyer's Property, approved by the applicable governmental body having jurisdiction over the Buyer's Property, the Parties shall negotiate in good faith and mutually agree upon a reduced Curb Cut Easement Area, which new Curb Cut Easement Area shall be depicted on a new diagram to be prepared by a land surveyor or engineer registered and licensed in the State of Utah. This Declaration shall be amended and modified to attach a new diagram depicting the new Curb Cut Easement Area. Notwithstanding the foregoing, to the extent that Buyer and Seller, each acting in good faith, mutually agree that the final Site Plan for the Buyer's Property does not allow for a reduction in the Curb Cut Easement Area, no amendment to the Declaration shall be required. Buyer hereby acknowledges that Buyer shall be responsible for any and all costs associated with the Buyer's Site Plan and addition of any new curb cuts from 400 South.
4. Drainage Easement. Seller hereby grants and conveys to Buyer a non-exclusive, perpetual easement upon, over, under, through and across the Seller's Property (the "Drainage Easement Area"), as more particularly described on Exhibit C attached hereto and made a part hereof as, for the natural water drainage (the "Drainage Easement") from the Buyer's Property into the drains currently existing on the Seller's Property, including but not limited to, the sheet flow drainage from the Buyer's Property into the existing drain located on the west side of the Drainage Easement running along 200 West, as more particularly described on Exhibit C attached hereto and made a part hereof. Buyer hereby agrees and acknowledges that such drainage from the Buyer's Property shall be consistent with the drainage practices on the Buyer's Property existing as of the Effective Date. Buyer shall have the right, upon prior written notice to Seller and at Buyer's sole cost and expense, to connect to the existing underground drainage pipe at any place along the Drainage Easement Area; provided however, Buyer shall be responsible for any and all damage to the Drainage Easement Area arising out of or as a result of any such work by Buyer. Buyer shall not alter the flow of surface water or storm water discharge from the Buyer's Property in a manner that would in any way increase the volume or decrease the quality of the surface water and storm water discharge flowing onto the Seller's Property without the written consent of Seller, which consent may be granted, withheld or conditioned in Seller's sole and absolute discretion.
5. Maintenance. Seller shall maintain, repair and replace the Curb Cut Easement Area and Drainage Easement Area, subject to Buyer's obligation to reimburse Seller for fifty percent (50%) of all maintenance costs with respect to the Curb Cut Easement Area and Drainage Easement Area only. Seller shall have the right to perform all such maintenance and repairs itself through its management company, or to select the contractor(s) of its choice in connection with all aspects of maintenance, repair and operation of the Curb Cut Easement Area and Drainage Easement Area. Seller shall submit invoices to Buyer for all documented costs of maintaining the Curb Cut Easement Area and Drainage Easement Area and Buyer shall pay fifty percent (50%) of such

maintenance expenses to Seller within thirty (30) days after receipt of such invoices. Buyer's failure to timely reimburse Seller in accordance with the provisions of this Section shall constitute a default by Buyer under this Declaration. Notwithstanding anything to the contrary in this Section 5, Buyer shall have no obligation to reimburse Seller for fifty percent (50%) of the aforementioned maintenance expenses in any given calendar year until such fifty percent (50%) share to be paid for by Buyer exceeds, in aggregate for such calendar year, \$1,000.00. Within thirty (30) days after the receipt by Buyer of an invoice, which in aggregate with all other invoices provided by Seller to Buyer in any given calendar year, evidences that the fifty percent (50%) maintenance expense reimbursement obligation of Buyer to Seller in said given calendar year exceeds \$1,000.00, Buyer shall reimburse Seller the full amount of the fifty percent (50%) maintenance expense reimbursement obligation of Buyer to Seller that has accrued for such calendar year. Thereafter, until the end of said calendar year, Buyer shall pay Seller the fifty percent (50%) maintenance expense reimbursement within thirty (30) days after receipt of invoice evidencing the said maintenance expense(s). Buyer hereby agrees and acknowledges that, notwithstanding anything to the contrary contained herein, Buyer shall be solely responsible for any damage to the Curb Cut Easement Area and/or the Drainage Easement Area arising out of or as a result of any construction activity on Buyer's Property.

6. Default. Failure to comply with the terms, conditions, and obligations of this Declaration shall be deemed a default hereunder. Upon a non-monetary default which continues for more than thirty (30) days after the date of written notice to the defaulting Party of such non-monetary default, the non-defaulting Party shall be entitled to (x) perform such obligations as are necessary to comply with the terms and conditions of this Declaration, (y) expend such funds as are reasonably necessary to perform such obligations, and (z) submit an invoice to the defaulting party for the reasonably expended funds, which shall be due and payable within ten (10) days of the date of the invoice. Any invoiced amount which is not paid in a timely manner shall accrue interest at the rate equal to the lesser of (i) the prime rate of interest of the United States of America financial institutions as reported from time to time by the Wall Street Journal (New York Edition) plus two percent (2%) or (ii) the maximum rate permitted by applicable law, retroactive to the date of invoice. Notwithstanding the foregoing, Buyer shall be permitted to exercise the remedies set forth in this Section 6 only if the default by Seller affects the Curb Cut Easement Area or Drainage Easement Area. The non-defaulting Party shall not terminate this Declaration in the event of an event of default by the defaulting Party; provided however, nothing contained herein shall be deemed a waiver by the Parties of any other right or remedy available to such Parties at law or in equity.

7. Indemnity.

- a. So long as this Declaration is in force, Seller hereby agrees to and shall indemnify, defend and hold harmless Buyer and its partners, managers, members, officers, directors, employees, or any affiliates thereof (collectively, the "Buyer Indemnitees") from any and all actions, causes of actions, claims, liabilities, demands and losses of any kind whatsoever (collectively, the "Buyer Losses") which may be filed or made against Buyer Indemnitees arising from (i) any negligent or willful act or omission of any of Seller or

Seller's successors and assigns, and Seller's tenants and employees with respect to the use of the Curb Cut Easement Area and Drainage Easement Area or (ii) any breach or default in the performance of Seller's obligations under this Declaration, unless any such Buyer Losses are a direct result of negligence or willful misconduct on the part of any of the Buyer Indemnitees.

- b. So long as this Declaration is in force, Buyer hereby agrees to and shall indemnify, defend and hold harmless Seller and its partners, managers, members, officers, directors, employees, or any affiliates thereof (collectively, the "Seller Indemnitees") from any and all actions, causes of actions, claims, liabilities, demands and losses of any kind whatsoever, including but not limited to, any damage to Seller's Property as a result of any construction machinery or equipment used in connection with the development of the Buyer's Property or any repairs made to the Buyer's Property (collectively, the "Seller Losses"), arising from of (i) any negligent or willful act or omission of any of Buyer or Buyer's successors and assigns, and Buyer's tenants and employees with respect to the use of the Curb Cut Easement Area and Drainage Easement Area or (ii) any breach or default in the performance of Buyer's obligations under this Declaration, unless any such Seller Losses are a direct result of negligence or willful misconduct on the part of any of the Seller Indemnitees.
 - c. The foregoing indemnity provisions shall be net of any insurance proceeds recovered by the Party seeking indemnification.
8. **Insurance.** So long as this Declaration is in force, Buyer and Buyer's contractors shall obtain and keep in full force and effect a commercial general liability policy issued by an insurance company in good standing and licensed to do business in the State of Utah with limits of not less than \$1,000,000.00 per occurrence and \$5,000,000.00 in the aggregate. Seller shall be named as an additional insured thereunder. A certificate of such insurance coverage and an endorsement to the insurance policy reflecting Seller as an additional insured shall be delivered to Seller and simultaneously with the execution and delivery of this Declaration by Buyer. All policies referred to above shall: (i) be taken out with insurers licensed to do business in Utah and reasonably acceptable to Seller; (ii) issued by insurers with general policy holder's rating of not less than "A" or better and financial size of XII or better, as rated in the most current and available "Best's Key Rating Guide"; (iii) be in a form reasonably satisfactory to Seller; (iv) be non-contributing with, and shall apply only as primary and not as excess to any other insurance available to Seller; and (v) contain an undertaking by the insurers to notify Seller by certified mail not less than thirty (30) days prior to any material change, cancellation or terminations.
9. **Estoppel Certificates.** Each owner of the Properties shall, within ten (10) days of the request of the other owner, execute and deliver an estoppel certificate addressed to such owner as the requesting owner may specify stating whether this Declaration is in effect, whether it has been amended (and if so, identifying the amendments) and whether, to the knowledge of the certifying owner, the requesting owner is in default hereunder (and if so, identifying the defaults).
10. **Mechanics' Liens.** No owner shall permit any liens to attach to any other owner's property as a result of any work to its respective property and shall either record a notice of release of lien and

substitution of alternate security pursuant to Utah Code Section 38-1-28 or pay and discharge any lien so attaching within 30 days after the earlier of notice of the lien or demand by the other owner. If the obligor owner shall fail so to record a notice of release of lien and substitution of alternate security or to pay and discharge such lien within such 30 day period, then the affected owner may, at its option, secure the release of the lien claim by any means available, including bonding or settlement, in which case the obligor owner shall, within ten (10) days after demand, reimburse the other owner for the latter's costs and expenses incurred in securing the lien release, including reasonable attorneys' fees.

11. General Terms.

- a. **Execution of Documents.** This Declaration shall be executed by the Parties in one or more counterparts and the counterparts of this Declaration, taken together, shall be deemed to constitute one and the same instrument.
- b. **Integration.** This Declaration and the Parking License and Landscape Maintenance Agreement contain the entire agreement between the Parties and supersede any and all agreements, oral or written, which are not expressly set forth herein. Any modification hereof must be in writing, signed by the Parties.
- c. **Severability.** If any term, provision, covenant or condition of this Declaration or any application thereof should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions, covenants and conditions of this Declaration and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- d. **Successors and Assigns.** The terms, provisions, covenants and conditions of this Declaration shall apply to, bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the Parties.
- e. **Governing Law and Attorney Fees.** The validity, construction, and enforceability of this Declaration shall be governed by the laws of the State of Utah. If any legal action, arbitration, or other proceeding is brought in connection with this Declaration, the prevailing Party will be entitled to recover reasonable attorney's fees, accounting fees, expert witness and other costs incurred in that action or proceeding, including appeals.
- f. **Waiver.** The terms, covenants, representations, warranties, and conditions of this Declaration may be waived only by a written instrument executed by the Party waiving compliance. The failure of any Party to require performance of any provisions herein will in no way affect the right to enforce said provisions at a later date.
- g. **Further Assurances.** Each Party agrees to cooperate fully with the other Party and to execute such further instruments, documents and agreements and to give such further written assurances as may be reasonably requested by the other Party to evidence and reflect the transactions provided for herein and to carry into effect the intent of this Declaration.
- h. **Authority.** The execution and delivery of this Declaration by Buyer and Seller are within the Buyer's and Seller's respective capacity and all requisite action has been taken to make this Declaration valid and binding on Buyer and Seller in accordance with its terms.

12. Commercially Reasonable. With respect to matters arising under this Declaration, each Party shall act in a commercially reasonable manner except when another standard is expressly provided.
13. Construction. The rules of strict construction shall not apply to this Declaration. This Declaration shall not be interpreted in favor of or against any Party merely because of its respective efforts in preparing it. Whether or not expressly provided, where such term appears in this Declaration, the term "include" and any variation thereof is not limiting and instead means "including but not limited to" and the term "sole" or "absolute" discretion means a Party's sole, unqualified and absolute discretion.
14. No Dedication. Nothing herein contained may be deemed to be a gift or dedication of any portion of the Properties to the general public.
15. Covenants Run With the Land. The Properties shall be held, transferred, sold, conveyed and occupied subject to the restrictions and covenants of this Declaration, which restrictions and covenants will operate as equitable covenants, restrictions and reservations that will run with the Properties, be binding on all persons having any right, title or interest in the same, and their respective heirs, successors and assigns, and inure to the benefit of each such person.
16. Merger Not Intended. Common ownership of any of the Properties shall not cause this Declaration to be extinguished by operation of merger in whole or in part.
17. Mortgagee Protection.
 - a. No violation of, or remedies pursuant to, any of the provisions of this Declaration shall defeat or render invalid the lien of any mortgage, deed of trust or similar security interest (a "Mortgage") held by any bona fide lender (a "Mortgagee") made in good faith and for value upon any portion of the Seller's Property or Buyer's Property, nor shall any lien created hereunder in any event be superior to any such Mortgage, provided, however, that any Mortgagee in actual possession, or any purchaser at any trustee', mortgagees', or foreclosure sale shall be bound by and subject to the provisions of this Declaration.
 - b. Each of the Parties agrees to furnish duplicate copies of any notices of default delivered to the other, to a Mortgagee, provided that the identity and address of such Mortgagee have been made known to the Party sending any such notice. The address of the current holder of the mortgage lien on the Seller's Property for notice purposes is set forth below.
 - c. A Mortgagee shall have the right, but not the obligation, to remedy a default under this Declaration or cause the same to be remedied within an additional thirty (30) days provided for cure of any such default hereunder.
18. Minimization and Limitation on Damages. Each Party shall act in a commercially reasonable manner to minimize interference with the activities of the other Party and their respective occupants and permittees.

19. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder must be in writing and deposited in the United States Mail, certified mail, return receipt requested, postage prepaid; personally delivered, or delivered by reputable overnight courier service, to the appropriate address set forth below, or at such other address as an owner may, from time to time, designate in writing by notice given in accordance with this Section. Notices shall be deemed sufficiently served or given three business days after deposit in the United States Mail, one business day after delivery to an overnight courier service, or the date personally delivered if delivered on a business day, otherwise, on the next business day. The initial addresses of the Parties shall be:

With respect to the Buyer:

Vasilios Priskos
51 E. 400 S, Ste 210
Salt Lake City, Utah 84111
Telephone: (801) 355-0600
Facsimile: (801) 363-6869

With a copy to:
Scott O. Mercer, Esq.
Kessler & Rust
68 S. Main St, Ste 200
Salt Lake City, Utah 84101
Telephone: (801) 532-8000
Facsimile: (801) 531-7965

With respect to the Seller:

DHM Salt Lake City Hotel, LP
11770 U.S. Highway One (East Tower), Suite 202
North Palm Beach, Florida 33408
Attention: David Buddemeyer, President
Telephone: (561) 207-2757
Facsimile: (561) 207-2799

With a copy to:

Robert I. Weissler, Esq.
Stearns Weaver Miller Weissler Alhadeff & Sitterson, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130
Telephone: (305) 789-3200
Facsimile: (305) 789-3295

With respect to Seller's Mortgagee:

Wells Fargo Bank, National Association, as Trustee for
Nomura CRE CDO Grantor Trust, Series N
c/o C-III Asset Management LLC
5221 N. O'Connor Blvd., Suite 600
Irving, Texas 75039
Attn: Mr. John Roach

With a copy to:

Stroock & Stroock & Lavan LLP
180 Maiden Lane
New York, New York 10038
Attn: William Campbell, Esq.
Telephone: (212) 806-5415
Facsimile: (212) 806-1215


20. Relationship of Parties. No provision of this Declaration and no action taken pursuant hereto shall create any relationship between the Parties other than as specifically set forth herein. Without limiting the generality of the foregoing, the Parties are not partners of, or joint venturers with, or agents for, each other.
21. Time. Time is of the essence of this Declaration and each and all of its provisions.
22. WAIVER OF JURY TRIAL. THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY OF THEM AGAINST THE OTHER FOR ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS DECLARATION.

[SIGNATURES TO FOLLOW]

SELLER:

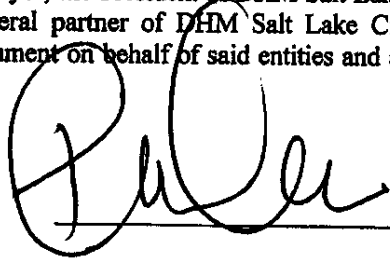
DHM SALT LAKE CITY HOTEL, LP, a
Delaware limited partnership

By: DHM Salt Lake City Hotel GP, LLC,
a Delaware limited liability company, its
general partner

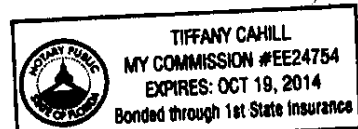
By: 
Name: David Buddemeyer
Its: President

STATE OF FLORIDA)
 : ss.
COUNTY OF PALM BEACH)

On this 5 day of April, 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared David Buddemeyer, the President of DHM Salt Lake City Hotel GP, LLC, a Delaware limited liability company, the general partner of DHM Salt Lake City Hotel LP, a Delaware limited partnership, who executed the instrument on behalf of said entities and acknowledged to me that such said entities executed the same.



NOTARY PUBLIC



[Signature Page to Declaration of Restrictive Covenants and Easements]

JOINDER BY MORTGAGEE

The undersigned Wells Fargo Bank, National Association, in its capacity as Trustee for Nomura CRE CDO Grantor Trust, Series N, the current beneficiary under (1) that certain Deed of Trust, Security Agreement and Fixture Filing dated as of August 1, 2011 and recorded at Book 9941, Page 1398, Recorder's Office, Salt Lake County, Utah, and (2) that certain Leasehold Deed of Trust, Security Agreement and Fixture Filing dated as of August 1, 2011 and recorded at Book 9941, Page 1522, Recorder's Office, Salt Lake County, Utah, each securing the loan in the original amount of Thirty Million and 00/100 Dollars (\$30,000,000.00) covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this Declaration are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 12 day of April, 2012.

BENEFICIARY:

**WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee for Nomura CRE
CDO Grantor Trust, Series N**

By: *Alison Roth*
Name: Alison Roth
Title: Assistant Vice President

STATE OF Maryland
COUNTY OF Prince George's : ss.

On this 12 day of April, 2012 before me, the undersigned, a Notary Public in and for said State, personally appeared Alison Roth, the Assistant Vice President of Wells Fargo Bank, National Association, as Trustee for Nomura CRE CDO Grantor Trust, Series N, who executed the instrument on behalf of said entity and acknowledged to me that such said entity executed the same.

Nicole J. Armfield
NOTARY PUBLIC

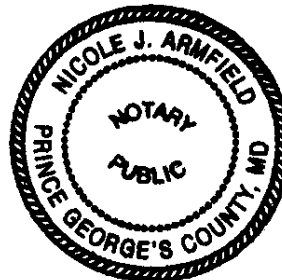


EXHIBIT A

[Buyer's Property]

Parcel 1:

Commencing at the Northwest corner of Lot 5, Block 41, Plat "A", SALT LAKE CITY SURVEY, and running thence East 10 rods; thence South 10 rods; thence West 10 rods; thence North 10 rods to the place of beginning.

Parcel 2:

Commencing at a point 10 rods East of the Northwest corner of Lot 5, Block 41, Plat "A", SALT LAKE CITY SURVEY, and running thence East 2 ½ rods; thence South 10 rods; thence West 2 ½ rods; thence North 10 rods to the place of beginning.

EXHIBIT B

(Seller's Property)

PARCEL 1: INTENTIONALLY DELETED

PARCEL 2: INTENTIONALLY DELETED

PARCEL 3: (Fee Simple Interest)

Commencing at the Northeast Corner of Lot 5, Block 41, Plat "A", Salt Lake City Survey, and running thence West 123-3/4 feet; thence South 10 rods; thence East 123-3/4 feet; thence North 10 rods to the place of beginning.

PARCEL 4: (Fee Simple Interest)

Commencing at the Northwest Corner of Lot 6, Block 41, Plat "A", Salt Lake City Survey, and running thence East 5 rods; thence South 10 rods; thence West 5 rods; thence North 10 rods to the place of beginning.

PARCEL 5: (Fee Simple Interest)

Commencing 5 rods East of the Northwest Corner of Lot 6, Block 41, Plat "A", Salt Lake City Survey, and running thence East 2-1/2 rods; thence South 10 rods; thence West 2-1/2 rods; thence North 10 rods to the place of beginning.

PARCEL 6: (Fee Simple Interest)

Beginning at a point 165 feet West from the Southeast Corner of Lot 1, Block 41, Plat "A", Salt Lake City Survey, and running thence West 495 feet to the Southwest Corner of Lot 2, said Block 41; thence North 495 feet to the Northwest Corner of Lot 4, said Block 41; thence East 561 feet; thence North 66 feet; thence East 99 feet; thence South 445.5 feet; thence West 165 feet; thence South 115.5 feet to the point of beginning.

PARCEL 6A: (Easement Estate Interest)

Together with an easement for a right-of-way pursuant to that certain Warranty Deed, recorded December 15, 1909 as Entry No. 259039 in Book 8-E of Deeds at Page 144 of Official Records, over the following: Beginning at a point 99 feet West from the Northeast Corner of said Lot 6, in Block and Plat aforesaid, and running thence South 124 feet; thence West 25 feet; thence North 25 feet; thence East 15 feet; thence North 99 feet; thence East 10 feet to the place of beginning.

EXHIBIT C
(Curb Cut Easement Area and Drainage Easement Area)

[See Attached]



BUSH & GUDGELL, INC.
Engineers • Planners • Surveyors
205 East Tabernacle
St. George, Utah 84770
(435) 673-2337 (ph.)
(435) 673-3161 (fax)

Legal Description's
Lot 5, Block 41, Plat "A" Salt Lake City Survey

DESCRIPTION'S OF LAND SITUATED ON LOT 5, BLOCK 1, PLAT "A", SALT LAKE CITY SURVEY, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CURB CUT EASEMENT A:

BEGINNING AT A POINT N 89°57'54" E 49.72 FEET FROM THE NORTHEAST CORNER OF LOT 5, BLOCK 41, PLAT "A" SALT LAKE CITY SURVEY, POINT ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF 400 SOUTH STREET, AND RUNNING THENCE N 89°57'54" E 25.00 FEET ALONG SAID LINE; THENCE S 0°07'03" E 37.73 FEET; THENCE S 89°47'27" W 180.28 FEET; THENCE S 0°01'10" E 126.72 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5; THENCE S 89°57'54" W 18.25 FEET; THENCE N 0°01'10" W 144.66 FEET; THENCE N 89°47'27" E 173.50 FEET; N 0°07'03" W 19.81 FEET TO THE POINT OF BEGINNING

CURB CUT AND DRAINAGE EASEMENT B:

BEGINNING AT THE NORTHWEST CORNER OF LOT 4, BLOCK 41, SALT LAKE CITY SURVEY AND RUNNING THENCE N 89°57'54" E 224.50 FEET ALONG THE NORTH LINE OF SAID LOT 4; THENCE S 0°01'10" E 23.50 FEET TO THE NORTH FACE OF AN EXISTING CURB; THENCE S 89°57'54" W 170.34 FEET ALONG SAID CURB FACE; THENCE S 86°39'43" W 34.71 FEET TO A POINT ON THE NORTH FACE OF AN EXISTING CURB; THENCE S 89°57'54" W 19.51 FEET ALONG SAID CURB FACE TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF 200 WEST STREET; THENCE N 0°01'10" W 25.50 FEET ALONG SAID LINE TO THE POINT OF BEGINNING.

RRH
#122003

