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Book - 10602 Pg - 4329-4332  
ADAM GARDINER  
RECORDER, SALT LAKE COUNTY, UTAH  
NATIONAL TITLE AGCY OF UT INC  
6770 S 900 E #101  
MIDVALE UT 84047  
BY: SMP, DEPUTY - WI 4 P.

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

### Perpetual Easement

(Limited Liability Company)

Salt Lake County

Tax ID No. 27-13-227-017-4001  
Pin No. 11827  
Project No. F-115-7(314)294  
Parcel No. 115-7:105:E

ST Mall Owner, LLC

a Limited Liability Company of the State of Delaware Grantor(s),  
hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION,  
Grantee, at 4501 South 2700 West, Salt Lake City, Utah 84114,  
for the sum of TEN (\$10.00) Dollars,  
and other good and valuable considerations, the following described easement in  
Salt Lake County, State of Utah, to-wit:

2737  
292

A non-exclusive perpetual easement (the "Easement"), upon part of an entire tract of land, in Lot 1, Amended Lot 1, South Towne Center Mall Subdivision, recorded as Entry No. 9461246, Book 2005P, Page 250 in the office of the Salt Lake County Recorder, and in the NW1/4NE1/4 of Section 13, T.3S., R.1W., S.L.B. & M. in Salt Lake County, Utah, for the purpose of constructing and maintaining thereon highway appurtenances including, but not limited to electrical service and distribution lines, street and signal lighting facilities, directional and traffic information signs incident to Project No. F-115-7(314)294, provided that the Grantee will not allow or permit any obstruction on the Easement Area [defined below] that lessens the visibility of Grantor's advertising structure located adjacent to the Easement Area. The Easement shall run with the land and shall be binding upon Grantor and Grantors successors, heirs and assigns. The Easement shall be subject to the conditions set forth below and Grantee's use of this Easement shall constitute Grantee's acceptance of such conditions.

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During the term of this Easement, Grantee shall cause its contractors, permittees, and agents conducting activities on the Easement Area (each an "Authorized Party") to maintain commercial general liability insurance in the sum of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, insuring against any damages or liabilities which may occur as a result of such Authorized Party exercising its rights under this Easement. Grantor shall be named as an additional insured on such insurance. In addition, Grantee or its Authorized Parties shall maintain worker's compensation insurance as required under applicable law and automobile insurance for any motor vehicle owned or leased by such party and used on the Easement Area. At Grantor's request, Grantee shall provide Grantor with a certificate of said insurance from itself or its Authorized Parties within one week after commencing activity on the Easement Area.

Grantee expressly acknowledges that nothing in this Easement shall authorize Grantee, or any of its Authorized Parties, to subject the Easement Area to mechanic's liens. Grantee agrees not to permit or suffer and, to the extent permitted or suffered, cause to be removed and released, any mechanic's lien, materialmen's or other lien or claim for payment on account of supplies, machinery, tools, equipment, labor or materials furnished or used in connection with entry or work upon the Easement Area by Grantee or the Authorized Parties.

Grantee shall cause its Authorized Parties to indemnify and hold harmless Grantor from any and all obligation, liability, claim, demand, loss, damage, cost or expense (including actual and reasonable attorneys' fees) or cause of action whatsoever in any way due to, arising out of, or related to the negligent or wrongful activities of the Authorized Parties on the Easement Area pursuant to this Easement.

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The boundaries of said part of an entire tract of land are described as follows:

Beginning at a point in the existing easterly right of way and no-access line of Interstate 15 and in the westerly boundary line of said Lot 1, which point is 2,245.75 feet S.00°54'30"W. along the section line and 1,601.63 feet N.89°05'30"W. and 243.66 feet N.34°54'34"W. and 734.41 feet northerly along the arc of a 1,740.85-foot radius non-tangent curve to the right through a delta of 24°10'17" (Note: radius bears N.57°49'06"E., chord to said curve bears N.20°05'46"W. for a distance of 728.98 feet) and 135.57 feet N.07°18'09"W. from the Northeast Corner of said Section 13, said point is also approximately 200.86 feet radially distant northwesterly from the Monroe Street Control Line opposite engineer station 212 +25.89; and running thence N.07°18'09"W. 53.68 feet along said right of way and no-access line; thence N.89°47'55"E. 38.37 feet to a point in the westerly boundary line of Lot 3 of said subdivision; thence S.00°10'07"W. 15.19 feet along said westerly boundary line; thence S.89°47'55"W. 28.98 feet; thence S.07°18'09"E. 31.29 feet; thence N.89°47'55"E. 166.67 feet to a point in a 504.00-foot radius non-tangent curve to the right (Note: radius bears N.84°39'05"W.), said point is 30.00 feet radially distant northwesterly from said control line opposite engineer station 212+64.00; thence southerly 7.08 feet along the arc of said curve concentric with said control line through a delta of 00°48'17" (Note: chord to said curve bears S.05°45'04"W. for a distance of 7.08 feet) to a point opposite engineer station 212+56.50; thence S.89°47'55"W. 172.46 feet to the point of beginning as shown on the official map of said project on file in the office of the Utah Department of Transportation. The above described parcel of land contains 2,017 square feet in area or 0.046 acre, more or less (the "Easement Area").

(Note: Rotate all bearings in the above description 00°14'33" clockwise to obtain highway bearings.)

Pin No. 11827  
Project No. F-115-7(314)294  
Parcel No. 115-7:105:E

IN WITNESS WHEREOF, said ST Mall Owner, LLC has caused this instrument to be executed by its proper officers thereto duly authorized this 26th day of September, A.D. 2017.

ST MALL OWNER, LLC, a Delaware limited liability company

By: ST Mall Mezzco, LLC, a Delaware limited liability company  
Its: Managing Member

By: GS Pacific ST LLC, a Delaware limited liability company  
Its: Sole Economic Member

By: South Towne Pacific, LLC, a Delaware limited liability company  
Its: Managing Member

By:   
Name: Steven M. Plenge  
Title: Authorized Signatory

**ST MALL OWNER ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

On 09/13/2017 before me, E A ARAQUE, NOTARY PUBLIC personally appeared **Steven M. Plenge**, 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)

