

4/10/03
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RETURNED

APR 11 2003

14-003-0080, 0081, 0090
SW-27-5N-2W

When recorded return to:
Thomas E. Halter
Gust Rosenfeld P.L.C.
201 E. Washington, Suite 800
Phoenix, AZ 85004-2327

E 1852875 B 3267 P 945
RICHARD T. MAUGHAN, DAVIS CNTY RECORDER
2003 APR 11 12:28 PM FEE 47.00 DEP MT
REC'D FOR METRO NATIONAL TITLE

Clinton, UT

**SLOPE AND
TEMPORARY CONSTRUCTION EASEMENTS
AGREEMENT**

This Slope and Temporary Construction Easements Agreement ("Agreement") is made this 9th day of April, 2003 by and among LANDSTAR DEVELOPMENT, LLC, a Utah limited liability company, WAYNE BELLEAU and GARY M. WRIGHT (collectively, jointly and severally "Developer") and WAL-MART STORES, INC., a Delaware corporation ("Wal-Mart").

RECITALS:

Developer is the owner of that certain real property legally described on Exhibit A attached hereto and incorporated herein by this reference (the "Developer Property"); and

Wal-Mart is the owner of that certain real property legally described on Exhibit B attached hereto and incorporated herein by this reference (the "Wal-Mart Property").

Wal-Mart has requested that the Seller grant to Wal-Mart for the benefit of Wal-Mart and the Wal-Mart Property certain easements over portions of the Developer Property.

Developer, subject to the terms contained herein, is willing to grant such easements to Wal-Mart.

NOW, THEREFORE, in consideration of the premises and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS:

1. Accuracy of the Recitals: The parties hereby acknowledge the accuracy of the Recitals.

2. Grant of Easements.

(a) Developer hereby grants and conveys to Wal-Mart for the benefit of Wal-Mart and Wal-Mart's employees, customers, agents, tenants and invitees and the Wal-Mart Property, a perpetual exclusive easement for the construction, use maintenance, removal and replacement of graded fill and/or slope and related ground area improvements over and on that portion of the Developer Property legally described and depicted on Exhibit C attached hereto and incorporated herein by this reference (the "Developer Slope Property").

(b) Developer hereby grants and conveys for the benefit of Wal-Mart and the Wal-Mart Property, a temporary construction easement over, under, on, in and through the 10 feet of real property located on each side of the Developer Slope Property. This easement shall automatically expire and be of no further force or effect on the earlier of (i) that date which is 36 months from the date of this Agreement, or (ii) that date upon which a retail facility is opened on the Wal-Mart Property.

3. Running With the Land/Binding Effect. The easements granted herein shall be appurtenant to and run with the land thereby benefited and burdened. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. Indemnification. Each party hereby defends, indemnifies and holds the other party harmless from and against all claims, demands, losses, liabilities, damages or expenses arising out of or in any way related to the exercise of the rights granted hereunder, exclusive of any claims arising out of or in any way related to the negligent acts, omissions or willful misconduct of the other party.

5. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto. The parties do not rely upon any statement, promise or representation not herein expressed, and this Agreement once executed and delivered shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

7. Counterparts. This Agreement may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

LANDSTAR DEVELOPMENT, LLC, a Utah limited liability company

Attest: _____

By: _____

Its: _____

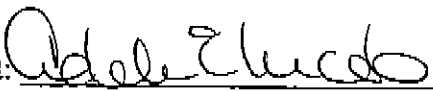
Attest: _____


WAYNE BELLEAU


Attest: _____

GARY M. WRIGHT

WAL-MART STORES, INC., a Delaware corporation

Attest: 
Assistant Secretary

By 
Its Assistant Vice President

Approved as to legal terms only
by 
WAL-MART LEGAL DEPT.
Date: 4-9-03

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

E 1852875 B 3267 P 948

LANDSTAR DEVELOPMENT, LLC, a Utah limited liability company

Attest: _____

By: Wayne Belleau
Gary M. Wright
Its: member

Attest: _____

Wayne Belleau
WAYNE BELLEAU

Attest: _____

Gary M. Wright
GARY M. WRIGHT

WAL-MART STORES, INC., a Delaware corporation

Attest: _____

By _____
Its Assistant Vice President

State of Utah)
)
) ss.
County of Salt Lake)

The foregoing instrument was acknowledged before me this 9th day of April, 2003, by Wayne Belleau, the Members of Landstar Development, LLC, a Utah limited liability company, on behalf of the company.

(Seal and Expiration Date)

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
August 10 2006
ANNA IRONS
111 East Broadway Suite 111
Salt Lake City Utah 84111
State of Utah)
County of Salt Lake)

Anna Irons
Notary Public

The foregoing instrument was acknowledged before me this 9th day of April, 2003, by Wayne Belleau.

(Seal and Expiration Date)

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
August 10 2006
ANNA IRONS
111 East Broadway Suite 111
Salt Lake City Utah 84111
State of Utah)
County of Salt Lake)

Anna Irons
Notary Public

The foregoing instrument was acknowledged before me this 9th day of April, 2003, by Gary M. Wright.

(Seal and Expiration Date)

NOTARY PUBLIC
STATE OF UTAH
My Commission Expires
August 10 2006
ANNA IRONS
111 East Broadway Suite 111
Salt Lake City Utah 84111
State of Arkansas)
County of Benton)

Anna Irons
Notary Public

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by _____, the Assistant Vice President of Wal-Mart Stores, Inc., a Delaware corporation, on behalf of the corporation.

(Seal and Expiration Date)

Notary Public

State of _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by _____, the _____ of Landstar Development, LLC, a Utah limited liability company, on behalf of the company.

(Seal and Expiration Date)

Notary Public
State of _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by Wayne Belleau.

(Seal and Expiration Date)

Notary Public
State of _____)
County of _____) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2003, by Gary M. Wright.

(Seal and Expiration Date)

Notary Public
State of Arkansas)
County of Benton) ss.

The foregoing instrument was acknowledged before me this 9th day of April, 2003, by ROBERT M. BEARD, the Assistant Vice President of Wal-Mart Stores, Inc., a Delaware corporation, on behalf of the corporation.

(Seal and Expiration Date)
STATE OF ARKANSAS
CAROL WRIGHT
NOTARY PUBLIC
BENTON COUNTY
My Comm. Exp. Feb. 1, 2011

Carol Wright
Notary Public

**EXHIBIT A
DEVELOPER PROPERTY DESCRIPTION**

DEVELOPER TRACT

That portion of the Southwest of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah described as follows:

Commencing at the West one-quarter corner of said Section 27, said corner bears North 34°37'46" East a distance of 74.23 feet and also bearing South 55°26'40" West a distance of 74.15 feet and also bearing South 34°31'05" West a distance of 74.32 feet from 3 separate Utah Department of Transportation Brass Cap monuments, said point being the centerline intersection of 1800 North Street and 2000 West Street; thence North 89°58'59" East along the North line of said Section 27 and the centerline of said 1800 North Street a distance of 785.18 feet;

Thence South 00°01'01" East a distance of 42.00 feet to a point on the South line of said 1800 North Street right-of-way and a point on the Northerly line of the property as described in Special Warranty Deed recorded in Book 2571, Pages 928 and 929, as Entry Number 1553018, records of Davis County, said point also being the **TRUE POINT OF BEGINNING**;

Thence along said Northerly line the following 7 courses and distances;

- 1) North 89°58'59" East a distance of 99.70 feet;
- 2) South 00°09'39" West a distance of 118.10 feet;
- 3) North 89°59'21" East a distance of 107.50 feet;
- 4) South 00°09'39" West a distance of 71.90 feet;
- 5) North 89°58'59" East a distance of 82.00 feet;
- 6) North 00°09'39" East a distance of 190.01 feet;

7) North 89°58'59" East a distance of 248.69 feet to a point on the East line of the Northwest one-quarter of said Southwest one quarter of Section 27;

Thence South 00°06'50" West along said East line a distance of 484.15 feet;

Thence South 89°59'55" West a distance of 536.92 feet;

Thence North 00°00'00" West a distance of 484.00 feet to the **TRUE POINT OF BEGINNING**;

Said parcel of land containing 231,867 square feet or 5.32 acres.

Outparcel #1

Legal Description for Lot 2 Clinton Pines Subdivision No. 1

That portion of the Southwest one-quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian, Clinton City, Davis County, Utah described as follows:

Lot 2, Clinton Pines Subdivision as recorded in Book 2736 of Official Records, Page 981, under Entry No. 1633948, records of Davis County, Utah.

Outparcel #2

The following 2 described properties:

That portion of the Southwest one-quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian, Clinton City, Davis County, Utah described as follows:

Commencing at the West one-quarter corner of said Section 27, said corner bears North 34°37'46" East a distance of 74.23 feet and also bearing South 55°26'40" West a distance of 74.15 feet and also bearing South 34°31'05" West a distance of 74.32 feet from 3 separate Utah Department of Transportation Brass Cap monuments, said point being the centerline intersection of 1800 North Street and 2000 West Street; thence North 89°58'59" East along the North line of said Section 27 and the centerline of said 1800 North Street a distance of 735.18 feet;

Thence South 00°01'01" East a distance of 42.00 feet to a point on the South line of said 1800 North Street right-of-way and a point on the Northerly line of the property as described in Quit Claim Deed recorded in Book 2769, Page 177, as Entry Number 1646656, records of Davis County, said point also being the **TRUE POINT OF BEGINNING**;

Thence South 00°00'00" East a distance of 9.68 feet to a point on the East line of said property;

Thence South 00°09'39" West along said East line a distance of 302.31 feet;

Thence South 90°00'00" West a distance of 306.33 feet to a point on the West line of said property;

Thence along the Westerly and Northerly boundary of said property the following four courses and distances:

- 1) North 00°09'39" East a distance of 44.62 feet;
- 2) North 89°58'59" East a distance of 161.00 feet;
- 3) North 00°09'39" East a distance of 267.28 feet;
- 4) North 89°58'59" East a distance of 145.31 feet to the **TRUE POINT OF BEGINNING**.

Containing 52,526 square feet or 1.21 acres.

Outparcel #2 (cont)

That portion of the Southwest of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah described as follows:

Commencing at the West one-quarter corner of said Section 27, said corner bears North 34°37'46" East a distance of 74.23 feet and also bearing South 55°26'40" West a distance of 74.15 feet and also bearing South 34°31'05" West a distance of 74.32 feet from 3 separate Utah Department of Transportation Brass Cap monuments, said point being the centerline intersection of 1800 North Street and 2000 West Street; thence North 89°58'59" East along the North line of said Section 27 and the centerline of said 1800 North Street a distance of 735.18 feet;

Thence South 00°01'01" East a distance of 42.00 feet to a point on the South line of said 1800 North Street right-of-way;

Thence South 00°00'00" East a distance of 9.68 feet to a point on the West line of the property as described in Special Warranty Deed recorded in Book 2571, Pages 928 and 929, as Entry Number 1553018, records of Davis County, said point being the **TRUE POINT OF BEGINNING**;

Thence South 00°00'00" East a distance of 302.31 feet;

Thence South 90°00'00" West a distance of 0.85 feet to a point on said West line;

Thence North 00°09'39" East along said West line a distance of 302.31 feet to the **TRUE POINT OF BEGINNING**.

Containing 129 square feet or 0.003 acres.

EXHIBIT B

Wal-Mart Property Legal Description

Lots 6, 7, 8 and 9 of the FINAL PLAT OF CLINTON PINES
SUBDIVISION PHASE 2, according to the official plat thereof
recorded April 11, 2003, in Book 3267 of
maps, Page 912, Official Records of Davis
County, Utah.

EXHIBIT C

E 1852875 B 3267 P 955

LEGAL DESCRIPTION FOR SLOPE EASEMENT NO. 1

That portion of the Southwest one-quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Base & Meridian, Clinton City, Davis County, Utah described as follows:

Commencing at the West one-quarter corner of said Section 27, said corner bears North 34°37'46" East a distance of 74.23 feet and also bearing South 55°28'40" West a distance of 74.15 feet and also bearing South 34°31'05" West a distance of 74.32 feet from 3 separate Utah Department of Transportation Brass Cap monuments, said point being the centerline intersection of 1800 North Street and 2000 West Street; thence North 89°58'59" East along the North line of said Section 27 and the centerline of said 1800 North Street a distance of 725.18 feet;

Thence South 00°01'01" East a distance of 42.00 to a point on the Southerly line of said 1800 North Street right of way, said point being the **TRUE POINT OF BEGINNING**;

Thence South 89°58'59" East along said Southerly line of the 1800 North Street right of way a distance of 10.00 feet to a 5/8 inch rebar with cap marked "5166148";

Thence South 00°00'00" East a distance of 311.99 feet to a 5/8 inch rebar with cap marked "5166148";

Thence South 90°00'00" West a distance of 307.18 feet to a 5/8 inch rebar with cap marked "5166148";

Thence North 00°09'39" East a distance of 10.00 feet;

Thence North 90°00'00" East a distance of 100.00 feet;

Thence South 00°00'00" East a distance of 5.00 feet;

Thence North 90°00'00" East a distance of 202.18 feet;

Thence North 00°00'00" West a distance of 286.99 feet;

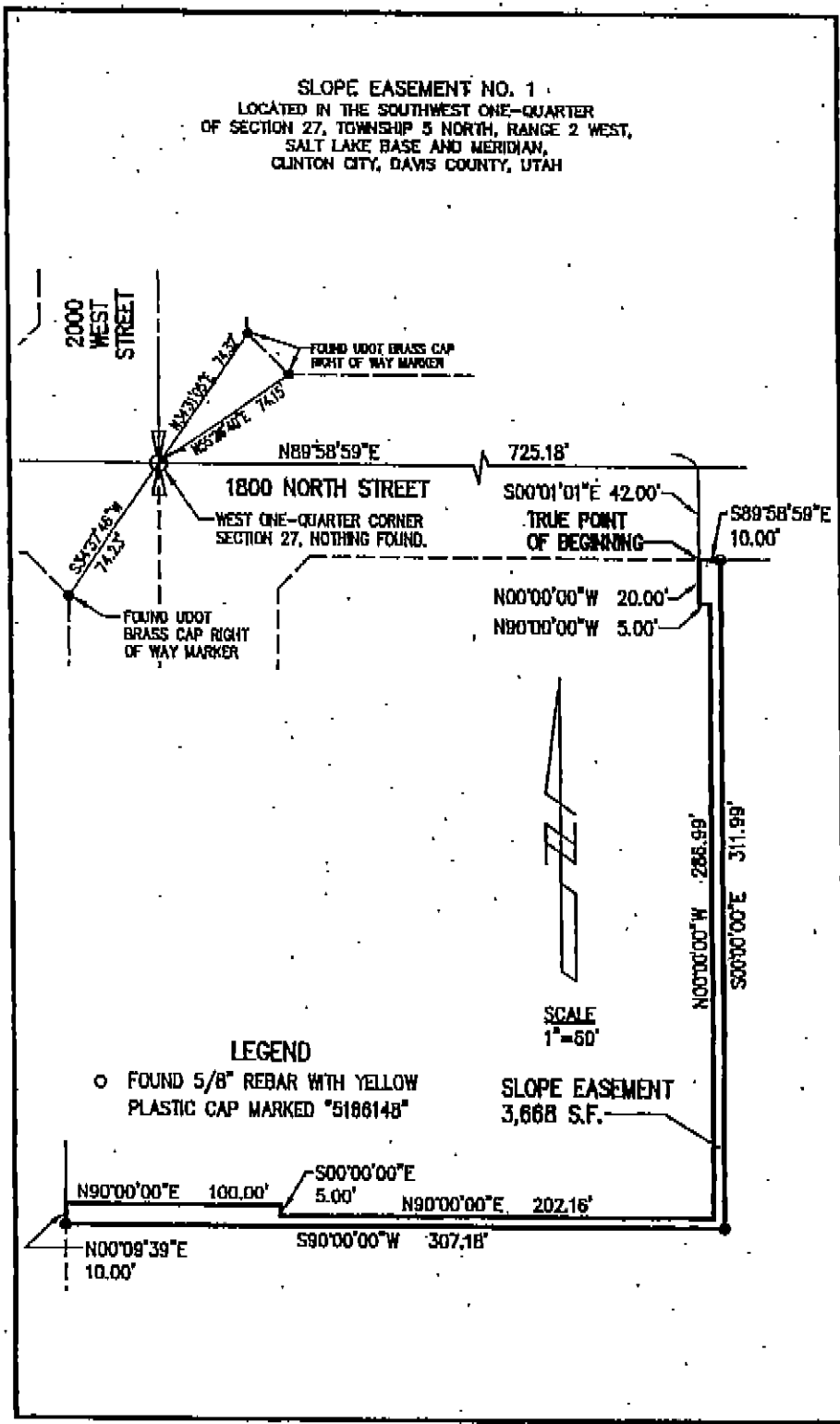
Thence North 90°00'00" West a distance of 5.00 feet;

Thence North 00°00'00" West a distance of 20.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 3,668 square feet or 0.08 acres.

J:\2002\02-0086 Clinton\survey\SLOPE EASEMENT 1 3-12-03.doc

SLOPE EASEMENT NO. 1
 LOCATED IN THE SOUTHWEST ONE-QUARTER
 OF SECTION 27, TOWNSHIP 5 NORTH, RANGE 2 WEST,
 SALT LAKE BASE AND MERIDIAN,
 CLINTON CITY, DAVIS COUNTY, UTAH



U:\2002\12-0098 CLINTON SURVEY\EXHIBIT\B.DWG, 03/14/2003 08:12:18 AM, BRANDING

- LEGEND**
- FOUND 5/8" REBAR WITH YELLOW PLASTIC CAP MARKED "5186148"

SCALE
 1"=60'

SLOPE EASEMENT
 3,668 S.F.

**LEGAL DESCRIPTION FOR
SLOPE EASEMENT NO. 2**

That portion of the Southwest one-quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Base & Meridian, Clinton City, Davis County, Utah described as follows:

Commencing at the West one-quarter corner of said Section 27, said corner bears North 34°37'48" East a distance of 74.23 feet and also bearing South 55°26'40" West a distance of 74.15 feet and also bearing South 34°31'05" West a distance of 74.32 feet from 3 separate Utah Department of Transportation Brass Cap monuments, said point being the centerline intersection of 1800 North Street and 2000 West Street; thence North 89°58'59" East along the North line of said Section 27 and the centerline of said 1800 North Street a distance of 785.18 feet;

Thence South 00°01'01" East a distance of 42.00 feet to a point on the Southerly line of said 1800 North Street right of way marked by a 5/8 inch rebar with cap marked "5166148, said point being the **TRUE POINT OF BEGINNING**;

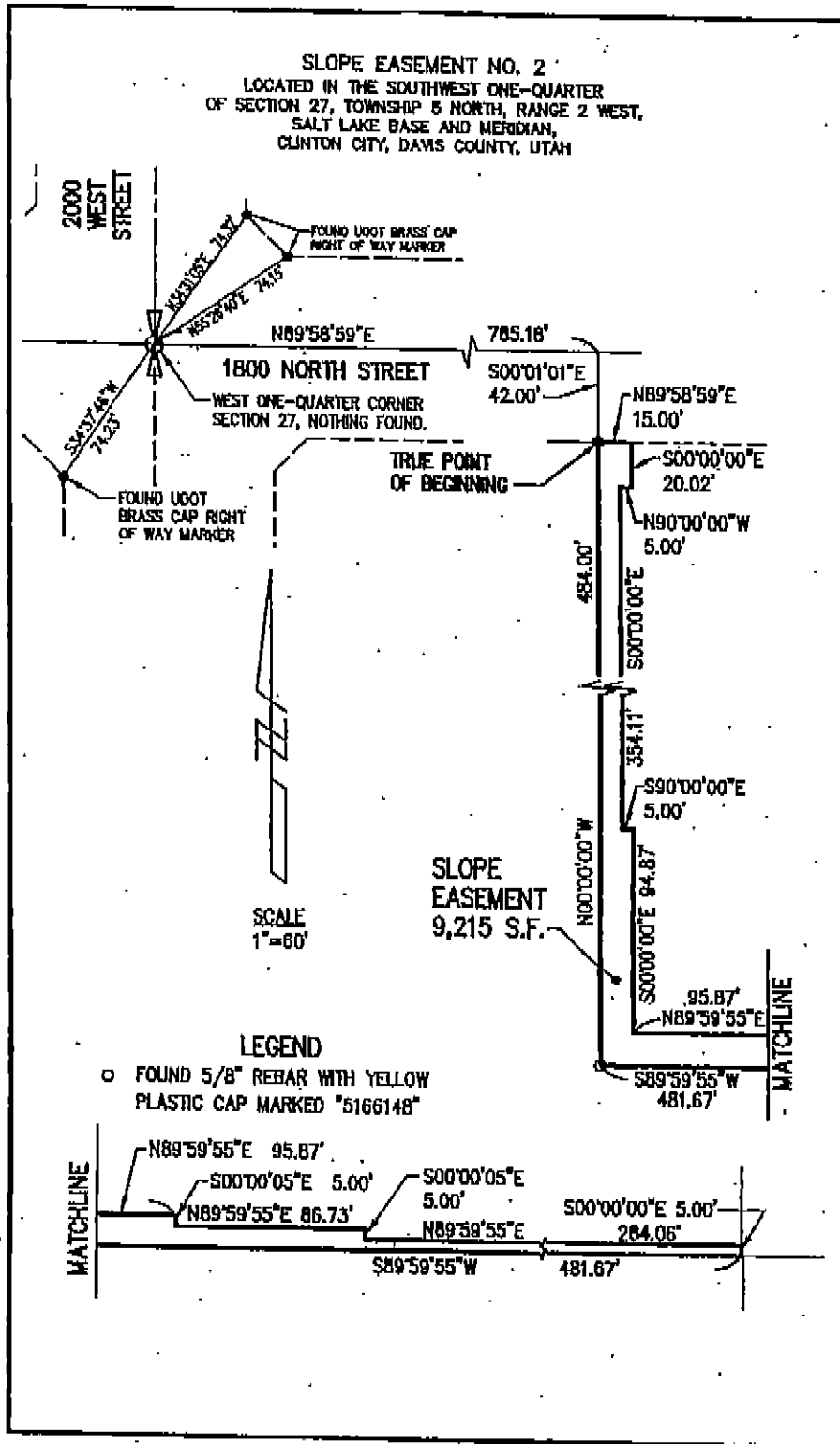
Thence North 89°58'59" East along said Southerly line a distance of 15.00 feet;

Thence along the following 10 courses and distances:

- 1) South 00°00'00" East a distance of 20.02 feet;
- 2) North 90°00'00" West a distance of 5.00 feet;
- 3) South 00°00'00" East a distance of 354.11 feet;
- 4) South 90°00'00" East a distance of 5.00 feet;
- 5) South 00°00'00" East a distance of 94.87 feet;
- 6) North 89°59'55" East a distance of 95.87 feet;
- 7) South 00°00'05" East a distance of 5.00 feet;
- 8) North 89°59'55" East a distance of 88.73 feet;
- 9) South 00°00'05" East a distance of 5.00 feet;
- 10) North 89°59'55" East a distance of 284.06 feet;
- 11) South 00°00'00" East a distance of 5.00 feet
- 12) South 89°59'55" West a distance of 481.67 feet to a 5/8 inch rebar with cap marked "5166148";

Thence North 00°00'00" West a distance of 484.00 feet to the **TRUE POINT OF BEGINNING**.

Containing 9,215 square feet or 0.21 acres.



J:\2002\03-0098 CLINTON\KURVACK\HIBT8.LWS, 03/14/2003 08:12:55 AM, BRANSONMG

**LEGAL DESCRIPTION FOR
SLOPE EASEMENT #3**

That portion of the Southwest one-quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Base & Meridian, Clinton City, Davis County, Utah described as follows:

Commencing at the West one-quarter corner of said Section 27, said corner bears North 34°37'46" East a distance of 74.23 feet and also bearing South 55°26'40" West a distance of 74.15 feet and also bearing South 34°31'05" West a distance of 74.32 feet from 3 separate Utah Department of Transportation Brass Cap monuments, said point being the centerline intersection of 1800 North Street and 2000 West Street; thence North 89°58'59" East along the North line of said Section 27 and the centerline of said 1800 North Street a distance of 1323.16 feet to the Northeast corner of the Northwest one-quarter of said Southwest one quarter of Section 27 as shown on Clinton Subdivision No. 1 as recorded in Book 2148 of official records, Page 131, under Entry Number 1331282, records of Davis County Utah;

Thence South 00°06'50" West along the East line of said Northwest one-quarter of the Southwest one quarter a distance of 42.00 feet to a PK nail with washer marked "GBE NO OGDEN", said point being at the intersection of the South line of the 1800 North Street right-of-way and the West line of the 1700 West Street right-of-way;
Thence South 00°06'50" West along said East line and said West line of the 1700 West Street right of way a distance of 284.23 feet to the **TRUE POINT OF BEGINNING**;

Thence South 00°06'50" West along said East line and said West line of the 1700 West Street right of way a distance of 17.48 feet to the beginning of a non-tangent curve concave Northwesterly, from which point a radial line bears North 73°53'49" West, and having a radius of 49.50 feet;

Thence Southwesterly along said curve through a central angle of 42°36'24" an arc distance of 36.81 feet to the beginning of a reverse curve concave Southeasterly having a radius of 50.50 feet;

Thence Southerly along said curve through a central angle of 58°42'35" an arc distance of 51.75 feet;

Thence South 00°00'00" East a distance of 72.42 feet to the beginning of a curve concave Westerly having a radius of 289.50 feet; Thence Southerly along said curve through a central angle of 8°10'16" an arc distance of 38.43 feet;

Thence South 89°59'55" West a distance of 6.76 feet;

Thence North 00°00'00" West a distance of 110.72 feet to the beginning of a curve concave Southeasterly having a radius of 60.00 feet; Thence Northeasterly along said curve through a central angle of 58°42'35" an arc distance of 61.48 feet to the beginning of a reverse curve concave Northwesterly having a radius of 40.00 feet;

Thence Northeasterly along said curve through a central angle of 30°07'41" an arc distance of 21.03 feet;

Thence North 28°34'53" East a distance of 26.06 feet to the **TRUE POINT OF BEGINNING**.
Containing 1,940 square feet or 0.04 acres.

