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05/26/99 4:35 PM 38.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
MERIDIAN TITLE  
REC BY: R JORDAN , DEPUTY - WI

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WHEN RECORDED, RETURN TO:

Craig Gasser & Associates, Inc.  
74 East 500 South, Suite 200  
Bountiful, Utah 84010

7366121

## EASEMENT AGREEMENT AND CONSENT AND CONFIRMATION OF APPROVAL OF ACCESS RIGHTS

THIS EASEMENT AGREEMENT AND CONSENT AND CONFIRMATION OF APPROVAL OF ACCESS RIGHTS is entered into to be effective as of NOVEMBER 19, 1998, by and between GFI-WEST JORDAN INVESTMENTS LIMITED PARTNERSHIP, a Utah limited partnership ("GFI") and SPRATLING INVESTMENT CORPORATION and RONALD N. SPRATLING, JR. AS TRUSTEE OF THE RONALD N. SPRATLING, JR. TRUST DATED JULY 6, 1990 (collectively "Spratling"), and THRIFTY PAYLESS, INC. dba RITE AID CORPORATION as the lessee of Spratling ("Rite Aid").

WHEREAS, pursuant to an Easement Agreement dated as of the 31st day of July, 1992 and recorded in the Official Records of Salt Lake County, Utah as Entry No. 5304459 in Book 6495, Page 2757 (the "Easement"), GFI, as owner of the "Kmart Parcel" including the "Access Drive" as described in the Easement, and as legally described in Exhibit "A" attached hereto and incorporated herein, granted to Spratling, or assigns, for the benefit of certain adjacent property owned by Spratling, as more particularly described in Exhibit "B" attached hereto and incorporated herein (the "Spratling Land"), the right to use a certain Access Drive commencing at 9000 South and running northerly for approximately 330 feet as more particularly described therein (the "Access Drive") and as more particularly described in Exhibit "C-1" attached hereto and incorporated herein;

WHEREAS, Spratling is desirous of leasing to Rite Aid Corporation a portion of the Spratling Land consisting of 2.01 acres located immediately east and adjacent to the "Easement" and is in need of and desirous to obtain reasonable access to said "Easement" which access has been consented to and approved by the city of West Jordan and UDOT and Spratling, and Rite Aid;

WHEREAS, Rite Aid, as rental assignor of Spratling, desires to redevelop and widen the Access Drive by utilizing a (approximately 12 ft. wide) portion of the Spratling land as more particularly described in Exhibit "C-2" attached hereto and incorporated herein (the "Spratling Drive"), which together with the original (approximately 30 ft. wide) Access Drive shall constitute a (approximately 42 ft. wide) new access drive and hereafter be referred to as (the "New Access Drive") and Spratling consents and agrees to such modification and widening.

BK8280PG7851

WHEREAS, the Easement grants Spratling, and his assigns, tenants, etc., and Rite Aid, as assignee, the right to reasonably designate access points ("Access Points") to and from the Access Drive along the boundary between the Spratling Land and the Access Drive, provided those access points are approved by GFI in accordance with the Easement.

NOW, THEREFORE, for good and valuable consideration and intending to be legally bound, the parties agree as follows:

1. GFI has approved the redevelopment and widening of the Access Drive for the purpose of completing the New Access Drive as set forth and shown on the Rite Aid Site Plan attached as Exhibit "D" and incorporated herein, and therefore, it is hereby agreed that Rite Aid, as assignee, on behalf of itself and its successors and assigns, as the assignee of owners of a portion of the Spratling Land shall be responsible, at their own cost and expense, for the redevelopment, construction and widening of the New Access Drive as set forth and shown on the Exhibit "D" Site Plan and in accordance with the requirements of the city of West Jordan, and as pre-approved and accepted by GFI, including (i) restriping, (ii) placing stop signs and stop bars for traffic control at the exit from the Access Points onto the New Access Drive and (iii) any other signage required or deemed necessary to assure safe and orderly vehicular and pedestrian movement for the New Access Drive. Upon completion of said redevelopment, construction and widening, Rite Aid or its assignee during term of said lease and Spratling thereafter, on behalf of itself and its successors and assigns, hereby agrees to assume responsibility for and reimburse GFI, or its successors and assigns, within thirty (30) days of receipt of invoice therefor, twenty-eight and 57/100 percent (28.57%) of the total cost of the maintenance and repair of the New Access Drive, which shall include (i) replacement, patching, resealing, resurfacing and restriping of paved surfaces and (ii) removal of all ice and snow, and of all debris, including sweeping. Rite Aid, on behalf of itself and its successors and assigns, agrees to indemnify and hold harmless GFI, and its successors and assigns, from and against any costs, expenses or other liabilities, damages, suits or obligations of every kind and nature, including reasonable attorney's fees, pertaining to or arising out of the redevelopment, construction and widening of the New Access Drive as provided herein, and further guarantees the paving and/or repaving of the New Access Drive against defective workmanship and materials for a period of two (2) years from the date of completion and agrees to replace any or all work which may be defective in workmanship or materials within said two (2) year period.

2. Spratling and Rite Aid hereby designates the two (2) Access Points via those curb cut areas as shown on the Site Plan attached as Exhibit "D" for development of a Rite Aid Pharmacy on a portion of the Spratling Land and the third Access Point at the northern end of the Access Drive.

3. GFI hereby approves and consents to the three (3) Access Points and confirms that they meet the requirements of the Easement. However, it is agreed and acknowledged that any revisions to the location or configuration of the Access Points as approved herein and/or the granting of additional Access Points require the similar reasonable written approval of GFI as required pursuant to the Easement.

4. GFI confirms that it is the owner of the Access Drive and has the authority to grant the approval set forth herein, and that no other parties have such right. Spratling confirms that it is the owner of the Spratling Land, and that Spratling Investment Corporation is the current owner of the Spratling Land, and that Spratling Investment Corporation is the current owner as to fifty percent (50%) of said property and Ronald N. Spratling, Jr. Trust dated July 6, 1990, as to the remaining fifty percent (50%), which were parties to the Easement and has the authority to accept the Approval of GFI set forth herein, and assume the obligations and conditions set forth herein.

5. Spratling, for itself and its respective heirs, successors, and assigns, hereby grants and conveys to GFI as the owner of the Kmart Parcel, and its respective successors and assigns, and includes Lessees (currently Kmart), employees, customers, visitors, invitees, licensees, and patrons of GFI, for the benefit of the Kmart Parcel, a non-exclusive easement of ingress, egress and access by vehicular and pedestrian traffic over and across the Spratling Drive (as a part of the New Access Drive) as shown on the Rite Aid Site Plan attached as Exhibit "D".

6. Capitalized terms used but not defined herein shall have the same meaning given those terms in the Easement.

7. In the event either party initiates or defends any legal action or proceeding in any way connected with this Easement Agreement and Consent and Confirmation of Approval of Access Rights, the prevailing party in any such action or proceeding (in addition to any other relief which may be granted, whether legal or equitable), shall be entitled to recover from the losing party in any such action or proceeding its reasonable costs and attorney's fees (including, without limitation, its reasonable costs and attorney's fees on any appeal).

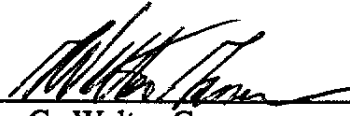
8. The terms, covenants, conditions and agreements contained herein shall constitute covenants running with the land and shall be binding upon, and inure to the benefit of, the heirs, personal representatives, successors and assigns of the parties hereto.

[End of Text]

IN WITNESS WHEREOF, the undersigned have executed this Easement Agreement and Consent and Confirmation Agreement the day and year first above written.

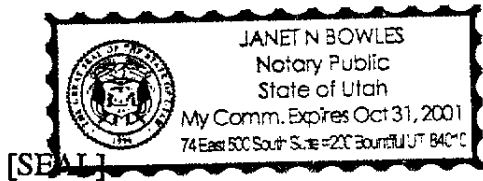
**GFI-WEST JORDAN INVESTMENTS  
LIMITED PARTNERSHIP, a Utah  
limited partnership**

By: WGA-WEST JORDAN, INC.,  
General Partner

By:   
G. Walter Gasser  
Its: President

STATE OF UTAH            )  
                                  :ss.  
COUNTY OF DAVIS        )

On the 10<sup>th</sup> day of November, 1998, the foregoing instrument was acknowledged before me by G. Walter Gasser, the signer of the foregoing Agreement, who being by me duly sworn did say that he is the President of WGA-West Jordan, Inc., the General Partner of GFI-West Jordan Investments Limited Partnership, a Utah limited partnership, and that he was authorized to, and did, execute the foregoing Agreement as General Partner in said partnership.

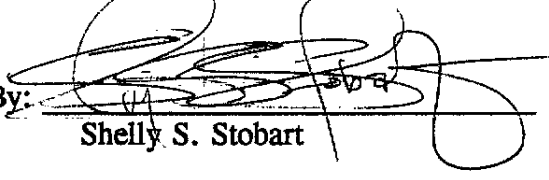


  
NOTARY PUBLIC

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**SPRATLING INVESTMENT CORPORATION**

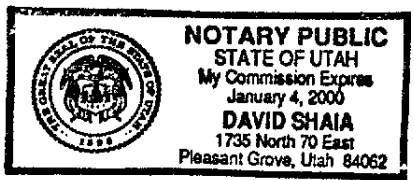
By:   
Shelly S. Stobart

STATE OF UTAH )  
 ) :SS.  
COUNTY OF SALT LAKE )

On the 9<sup>TH</sup> day of NOV, 1998, the foregoing instrument was acknowledged before me by Shelly S. Stobart, the signer of the foregoing Agreement, who being by me duly sworn did say that she is the PRESIDENT, and that she was authorized to, and did, execute the foregoing Agreement.

  
NOTARY PUBLIC

[SEAL]



RONALD N. SPRATLING, JR. AS  
TRUSTEE OF THE RONALD N.  
SPRATLING, JR. TRUST DATED  
JULY 6, 1990

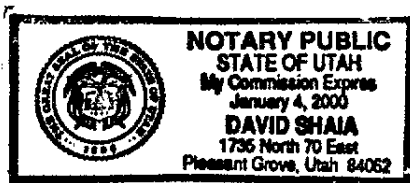
By: Ronald N. Spratling, Jr.  
Ronald N. Spratling, Jr. Trustee

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

On the 8 day of December 1998, the foregoing instrument was acknowledged before me by Ronald N. Spratling, Jr., Trustee of the Ronald N. Spratling, Jr. Trust dated July 6, 1990, the signer of the foregoing Agreement, who being by me duly sworn did say that he is the Trustee of the Ronald N. Spratling, Jr. Trust, and that he was authorized to, and did, execute the foregoing Agreement.

David Shaia  
NOTARY PUBLIC

[SEAL]



**THRIFTY PAYLESS, INC. dba  
RITE AID CORPORATION**

By: *Roma Young*  
Roma Young  
*Authorized Representative*

*Commonwealth*  
STATE OF *Pennsylvania*  
:SS.  
COUNTY OF *Bucks*)

On the *25<sup>th</sup>* day of *November*, 1998, the foregoing instrument was acknowledged before me by Roma Young, the signer of the foregoing Agreement, who being by me duly sworn did say that she is the *Authorized Representative* of THRIFTY PAYLESS, INC. dba RITE AID CORPORATION, and that she was authorized to, and did, execute the foregoing Agreement.

*Patricia H. Sarringer*  
NOTARY PUBLIC



NOTARIAL SEAL  
PATRICIA H. SARRINGER, NOTARY PUBLIC  
LOWER SOUTHAMPTON, BUCKS COUNTY  
MY COMMISSION EXPIRES JULY 21, 2000

**EXHIBIT "A"**

BEGINNING AT A POINT ON THE NORTH LINE OF 9000 SOUTH STREET WHICH POINT IS NORTH 89°50'20" WEST ALONG THE QUARTER SECTION LINE 684.27 FEET AND NORTH 0°13'39" EAST 73.00 FEET FROM THE EAST 1/4 CORNER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; THENCE NORTH 0°13'39" EAST 150.00 FEET; THENCE NORTH 89°51'00" WEST 150.00 FEET; THENCE SOUTH 0°13'39" WEST 150.51 FEET TO SAID NORTH LINE OF 9000 SOUTH STREET; THENCE ALONG THE ARC OF A 11,512.16 FOOT RADIUS CURVE TO THE LEFT 490.31 FEET THROUGH A CENTRAL ANGLE OF 2°26'25", THE CHORD OF WHICH BEARS SOUTH 88°23'43" WEST 490.28 FEET; THENCE NORTH 0°13'43" EAST 667.65 FEET; THENCE SOUTH 89°51'00" EAST 639.99 FEET; THENCE SOUTH 0°13'39" WEST 322.14 FEET; THENCE SOUTH 89°50'20" EAST 30.00 FEET; THENCE SOUTH 0°13'39" WEST 330.00 FEET TO SAID NORTH LINE OF 9000 SOUTH STREET; THENCE NORTH 89°50'20" WEST 30.00 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING: NORTH 89°50'20" WEST ALONG THE QUARTER SECTION LINE FROM THE EAST 1/4 CORNER TO THE CENTER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN. THE ORIGINAL DEED DESCRIPTION BEARING OF SOUTH 89°53'45" WEST WAS ROTATED TO THE QUARTER SECTION LINE BEARING NORTH 89°50'20" WEST (CLOCKWISE 0°15'55") AS WELL AS ALL BEARINGS IN THE ORIGINAL DESCRIPTION SO THAT THE PROPERTY LAYOUT IS CONTINGUOUS WITH THE RIGHT-OF-WAY DESCRIPTION OF 9000 SOUTH STREET.



EXHIBIT "B"

BEGINNING AT A POINT 318.00 FEET SOUTH 89°53'45" WEST AND 73.00 FEET NORTH 00°02'16" WEST FROM THE EAST 1/4 CORNER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°53'45" WEST 336.27 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF 9000 SOUTH STREET; THENCE NORTH 00°02'16" WEST 330.00 FEET; THENCE SOUTH 89°53'45" WEST 30.00 FEET; THENCE NORTH 00°02'16" WEST 55.00 FEET; THENCE NORTH 89°56'45" EAST 366.27 FEET; THENCE SOUTH 00°02'16" EAST 385.00 FEET TO SAID NORTH RIGHT-OF-WAY LINE, THE POINT OF BEGINNING.

CONTAINS 3.011 ACRES.

THE DESCRIPTION ABOVE DESCRIBES THE SAME PROPERTY AS THE SPRATLING PROPERTY RECORDED IN BOOK 6516 AT PAGE 0362 AND PAGE 0363 SALT LAKE COUNTY RECORDER AND DESCRIBED AS:

BEGINNING AT A POINT 318 FEET WEST AND 73 FEET NORTH FROM THE EAST 1/4 CORNER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 385; THENCE WEST 366.27; THENCE SOUTH 0°13'39" WEST 55 FEET; THENCE SOUTH 89°50'20" EAST 30 FEET; THENCE SOUTH 0°13'39" WEST 330 FEET; THENCE EAST ALONG THE NORTH LINE OF 9000 SOUTH STREET 336.27 FEET TO THE POINT OF BEGINNING.

CONTAINS 3.011 ACRES

EXHIBIT "C-1"

BEGINNING AT A POINT ON THE NORTH LINE OF 9000 SOUTH STREET WHICH POINT IS SOUTH 89°53'45" WEST ALONG THE QUARTER SECTION LINE 684.27 FEET, AND NORTH 00°02'16" WEST 73.00 FEET, FROM THE EAST 1/4 CORNER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°02'16" WEST 330.00 FEET; THENCE NORTH 89°53'45" EAST 30.00 FEET; THENCE SOUTH 00°02'16" EAST 330.00 FEET; THENCE SOUTH 89°53'45" WEST 30.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.227 ACRE.

THE 30 FOOT EASEMENT ABOVE DESCRIBES THE SAME PROPERTY AS THE EASEMENT RECORDED IN BOOK 6495 AT PAGE 2757 SALT LAKE COUNTY RECORDER AND DESCRIBED AS:

BEGINNING AT A POINT ON THE NORTH LINE OF 9000 SOUTH STREET, SAID POINT BEING NORTH 89°50'20" WEST ALONG THE QUARTER SECTION LINE 684.27 FEET, AND NORTH 00°13'39" EAST 73.00 FEET, FROM THE EAST 1/4 CORNER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 00°13'39" EAST 330.00 FEET; THENCE SOUTH 89°50'20" EAST 30.00 FEET; THENCE SOUTH 00°13'39" WEST 330.00 FEET; THENCE NORTH 89°50'20" WEST 30.00 FEET TO THE POINT OF BEGINNING, AS CREATED BY THAT CERTAIN EASEMENT AGREEMENT RECORDED AUGUST 3, 1992 AS ENTRY NO. 5304459 OF OFFICIAL RECORDS.

CONTAINS 0.227 ACRES

EXHIBIT "C-2"

BEGINNING AT A POINT 642.27 FEET SOUTH 89°53'45"WEST AND 73.00 FEET NORTH 00°02'16"WEST FROM THE EAST 1/4 CORNER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE SOUTH 89°53'45"WEST 12.00 FEET; THENCE NORTH 00°02'16"WEST 330.00 FEET; THENCE NORTH 89°53'45"EAST 12.00 FEET; THENCE SOUTH 00°02'16"EAST 330.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.091 ACRE.

THE ABOVE EASEMENT DESCRIBES THE SAME PROPERTY AS IN THE EASEMENT DESCRIBED BELOW AS:

12 FOOT WIDE EASEMENT ADJOINING EASTERLY THE EASTERLY SIDE LINE OF A 30.00 FOOT WIDE EASEMENT.

BEGINNING AT A POINT ON THE NORTH LINE OF 9000 SOUTH STREET, SAID POINT BEING NORTH 89°50'20" WEST ALONG THE QUARTER SECTION LINE 642.27 FEET AND 73.00 FEET NORTH 00°13'39" EAST, FROM THE EAST 1/4 CORNER OF SECTION 3, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH 89°50'20"WEST 12.00 FEET; THENCE NORTH 00°13'39"EAST 330 FEET; THENCE SOUTH 89°50'20"EAST 12.00 FEET; THENCE SOUTH 00°13'39"WEST 330 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.091 ACRE.

