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Book - 8534 Pg - 2077-2096
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
FOUNDERS TITLE Founders
BY: KLB, DEPUTY - WI 20 P. Title

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this "Declaration") dated this 7th day of November 2001 is made by MILLER FAMILY REAL ESTATE, L.L.C., a Utah limited liability company, of 9350 South 150 East, Suite 1000, Sandy, Utah 84070 (hereinafter referred to as "Miller").

WHEREAS, Miller is the fee simple owner of a portion of the real property described on Exhibit "A" attached hereto and by this reference made a part hereof (hereinafter the "Subaru Property") and possesses a leasehold estate in the remainder of the Subaru Property; and

WHEREAS, Miller is the fee simple owner of a portion of the real property described on Exhibit "B" attached hereto and by this reference made a part hereof (hereinafter the "Car Wash Property") and possesses a leasehold estate in the remainder of the Car Wash Property; and

WHEREAS, Miller's leasehold estate in the remaining portions of the Subaru Property and the Car Wash Property arises under that certain Lease Agreement between Lawrence H. Miller and Karen G. Miller as lessee (which position has been assigned to Miller) and Salt Lake City Corporation, a municipal corporation, as lessor, dated January 9, 1996, a true and correct copy of which is attached hereto as Exhibit "C" (the "Lease"); and

WHEREAS, the Subaru Property and the Car Wash Property are contiguous along the entire North line of the Car Wash Property; and

WHEREAS, Miller is desirous of creating cross easements over, across and upon the respective portions of the Subaru Property and the Car Wash Property owned by Miller in fee simple, and assigning its respective rights in and to the Lease by and between the Subaru Property and the Car Wash Property, all for the purpose of providing means of ingress and egress to and from the Subaru Property, the Car Wash Property and State Street, which cross easements will run along a portion of the common boundary between the Subaru Property and the Car Wash Property.

THEREFORE, in consideration of One Dollar (\$1) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Miller hereby declares the following:

1. Easement Areas. For the purposes of this Declaration, the term "Subaru Easement Area" shall be that portion of the Subaru Property that is described on Exhibit "D" attached hereto and by this reference made a part hereof; the term "Car Wash Easement Area" shall be that portion of the Car Wash Property that is described on Exhibit "E" attached hereto and by this reference made a part hereof; the term "Subaru Assignment Area" shall be that portion of the Subaru Property that is described on Exhibit "F" attached hereto and by this reference made a part hereof; and the term "Car Wash Assignment Area" shall be that portion of the Car Wash Property that is described on Exhibit "G" attached hereto and by this reference made a part hereof.

2. Car Wash Easement and Assignment. Miller hereby grants and declares, for the benefit of the Car Wash Property, a perpetual non-exclusive easement and right of way over,

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across and upon the Subaru Easement Area and assigns for the benefit of the Car Wash Property, on a non-exclusive basis, its rights in and to the Lease with regard to the Subaru Assignment Area, all for purposes of ingress and egress, passage and delivery, by vehicles and pedestrians (the "Car Wash Easement"). The Car Wash Easement may be utilized by the owner of the Car Wash Property, its successors and assigns, and the tenants, subtenants, occupants, invitees and licensees of the Car Wash Property; however, such grant and declaration is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect any real property outside of the Car Wash Property.

3. Subaru Easement and Assignment. Miller hereby grants and declares, for the benefit of the Subaru Property, a perpetual non-exclusive easement and right of way over, across and upon the Car Wash Easement Area and assigns for the benefit of the Subaru Property, on a non-exclusive basis, its rights in and to the Lease with regard to the Car Wash Assignment Area, all for purposes of ingress and egress, passage and delivery, by vehicles and pedestrians (the "Subaru Easement"). The Subaru Easement may be utilized by the owner of the Subaru Property, its successors and assigns, and the tenants, subtenants, occupants, invitees and licensees of the Subaru Property; however, such grant and declaration is not intended nor shall it be construed as creating any rights in or for the benefit of the general public nor shall it affect any real property outside of the Subaru Property.

4. Use of Easement and Assignment Areas. Neither the Subaru Easement Area, the Subaru Assignment Area, the Car Wash Easement Area nor the Car Wash Assignment Area may be utilized in a manner that will unduly interfere with the use and enjoyment of such areas as a means of ingress and egress to and from the Subaru Property, the Car Wash Property and State Street. No parking shall be permitted on the Subaru Easement Area the Subaru Assignment Area, the Car Wash Easement Area or the Car Wash Assignment Area.

5. Maintenance. Miller shall be responsible for the care and maintenance of the Subaru Easement Area the Subaru Assignment Area, the Car Wash Easement Area and the Car Wash Assignment Area at its cost and expense. Such care and maintenance shall include, without limitation, snow removal, sweeping, asphalt repair and replacement, striping, sealing and all other items that may become necessary to keep each Easement Area and Assignment Area in a good state of repair. In the event that fee simple title to the Subaru Property and the Car Wash Property are held by different persons or entities at some point in the future, care and maintenance of the Subaru Easement Area the Subaru Assignment Area, the Car Wash Easement Area and the Car Wash Assignment Area shall become the responsibility of the owner of the Subaru Property, in which event the owner of the Car Wash Property shall reimburse the owner of the Subaru Property for one-half (1/2) of cost of such care and maintenance promptly upon receipt of an invoice and supporting documentation evidencing the cost thereof.

6. Appurtenant and Binding Effect. The easements, covenants assignments and restrictions granted and declared herein shall be appurtenant to the Subaru Property and the Car Wash Property and shall run with the land and to the benefit of, and bind the Subaru Property and the Car Wash Property and the respective owners thereof time to time; provided, however, that the owner of the Subaru Property (or any portion thereof) and the owner of the Car Wash Property (or any portion thereof) shall only have liability under this Declaration during the period of its ownership of the Subaru Property (or any portion thereof) or the Car Wash Property (or any

portion thereof), respectively.

7. Insurance and Indemnification. (a) The owner of the Subaru Property and the owner of the Car Wash Property shall each procure and maintain during the term of this Declaration commercial general liability insurance insuring against claims for personal injury, death or property damage occurring upon, in or about its respective property with coverages in amounts not less than \$1,000,000 (combined single limit), such policy (i) to be written on an occurrence basis, (ii) be issued by an insurance company having a rating of "A" VII or better by A.M. Best Co., in Best's Rating Guide, (iii) name the other owner and its mortgagee as additional insureds and (iv) provide that the additional insureds are to receive at least thirty (30) days prior written notice of non-renewal or cancellation. Each owner shall provide the other owner with certificates of such insurance from time to time upon written request to evidence that such insurance is in force.

(b) The owner of the Subaru Property and the owner of the Car Wash Property shall each indemnify, defend and hold the other owner harmless from and against any and all liabilities, damages, costs, expenses, causes of actions, suits, claims, or judgments arising from personal injury, death or property damage and occurring on or from its own property, except if caused by the willful act or gross negligence of the other owner.

8. Attorney Fees. In the event of any action or proceeding to compel compliance with, or for a breach of, the terms and provisions of this Declaration, the prevailing party shall be entitled to recover from the losing party all of the reasonable attorney fees and court costs of the prevailing party.

9. Time. Time is of the essence of this Declaration and each and every provision hereof.

10. Modification. This Declaration may not be amended, modified, or terminated except in a writing executed and acknowledged by the owners of the Subaru Property and the Car Wash Property and the beneficiary(ies) of any Deed(s) of Trust encumbering the Subaru Property (or any portion thereof) or the Car Wash Property (or any portion thereof).

IN WITNESS WHEREOF, Miller has made and declared this Declaration on the day and year first above written.

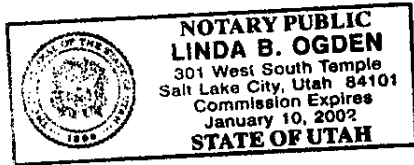
MILLER FAMILY REAL ESTATE, L.L.C.
a Utah limited liability company

By Lawrence H. Miller
Lawrence H. Miller
Operating Manager

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

On the 7th day of November, 2001, personally appeared before me Lawrence H.

Miller, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same in his capacity as Operating Manager of Miller Family Real Estate, L.L.C., a Utah limited liability company.



Linda B. Ogden
NOTARY PUBLIC

CONSENTS

The undersigned, as respective tenants of the Subaru Property and the Car Wash Property, as defined above, hereby consent to this Declaration and the easements, covenants and restrictions granted and declared herein.

Larry H. Miller Corporation - Sandy
dba Larry H. Miller Subaru

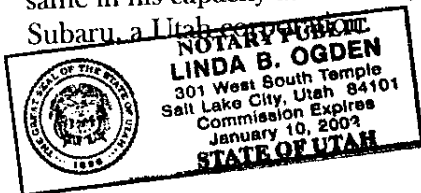
By Lawrence H. Miller
Its Sec - Treas

Larry H. Miller Corporation - Southtowne, Inc.
dba Larry H's Car Wash and Quick Lube

By Lawrence H. Miller
Its Sec - Treas

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

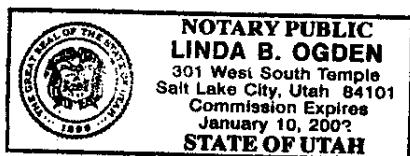
On the 7th day of November, 2001, personally appeared before me Lawrence H. Miller, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same in his capacity as Secretary of Larry H. Miller Corporation - Sandy, dba Larry H. Miller Subaru, a Utah corporation.



Linda B. Ogden
NOTARY PUBLIC

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

On the 7th day of November, 2001, personally appeared before me Lawrence H. Miller, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same in his capacity as Secretary of Larry H. Miller Corporation - Southtowne, Inc., dba Larry H's Car Wash and Quick Lube, a Utah corporation.



Linda B. Ogden
NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION OF SUBARU PROPERTY

Parcels 27-13-476-022 (portion of), 27-13-476-023, 27-13-476-033, 27-13-476-034 (portion of), 27-13-476-039 (portion of) and 27-13-476-040 (portion of) of the Utah Auto Mall Phase I Subdivision:

Beginning at a point which is N 89°55'40" W 386.10 feet along the Section Line and North 408.54 feet from the Southeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 278.62 feet; thence N 27°09'46" W 145.16 feet; thence North 37.72 feet to the South Line of Motor Park Ave.; thence along said South Line the following (3) courses East 289.12 feet, South 7.00 feet and East 214.09 feet to a point on a 36.00 foot radius curve to the right, (radius bears South); thence along the arc of said curve 56.51 feet to the West Line of State Street; thence along said West Line S 00°03'19" E 276.57 feet; thence West 67.77 feet; thence South 31.75 feet; thence West 133.52 feet; thence S 45°00'00" W 56.17 feet; thence West 109.07 feet; thence South 54.50 feet; thence West 123.13 feet to the point of beginning.
Property contains 4.258 acres.

EXHIBIT "B"

LEGAL DESCRIPTION OF CAR WASH PROPERTY

Parcel 27-13-476-040 (portion of) of the Utah Auto Mall Phase I Subdivision and
Parcel 28-18-352-003 (portion of):

Beginning at a point which is N 89°55'40" W 262.97 feet along the Section line and North 323.38 feet from the Southeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 139.81 feet; thence East 109.07 feet; thence N 45°00'00" E 56.17 feet; thence East 133.52 feet; thence North 31.75 feet; thence East 67.77 feet to the West line of State Street; thence along said West Line S 00°03'19" E 211.28 feet; thence West 350.29 feet to the point of beginning. Property contains 1.375 acres.

EXHIBIT "C"
SALT LAKE CITY LEASE

BK8534 PG2084

LEASE AGREEMENT

RECORDED

THIS LEASE AGREEMENT is made and entered into as of JAN 09 1996, by and between SALT LAKE CITY CORPORATION, a municipal corporation of the STATE of UTAH, hereinafter "City" or "Lessor", and LAWRENCE H. AND KAREN G. MILLER, Husband and Wife, whose place of business is 5650 South State Street, Murray, Utah, 84107, hereinafter "Lessee".

WITNESSETH:

WHEREAS, City is the fee owner of Jordan and Salt Lake Canal which abuts Lessee's property located in Salt Lake County more particularly described and shown on Exhibits A and B attached hereto and by this reference made a part hereof:

WHEREAS, Lessee desires to lease City's property for the purpose of providing parking and landscaping for Lessee's property located at approximately 11000 South and State Street.

NOW THEREFORE, in consideration of the Premises, the parties agree as follows:

1. LEASED PREMISES AND TERM: City hereby leases to Lessee, and Lessee accepts in its present condition, the Premises (surface areas only and not the underlying canal) more particularly described above for a initial term of TEN (10) years from the date hereof. Subject to the terms of this Agreement, Lessee shall have the option to renew this Lease for two additional ten (10) year periods, by notifying City in writing of Lessee's intention to renew at least ninety (90) days prior to the expiration of the primary or option lease period, as applicable.

2. RENTAL: (a) In consideration for the lease of the property described herein, and the rights provided pursuant hereto, Lessee agrees to pay Lessor yearly in advance, an annual net rental payment of EIGHT THOUSAND THREE HUNDRED FORTY DOLLARS AND no/100 (\$8,340.00), with the first payment due concurrent herewith, and on or before the anniversary date thereafter during the term. On each successive anniversary date, the said rental installment shall be increased by the same percentage as stated in the cost of living index during the said period of the preceding year. The said cost of living index shall be the Annual Unadjusted Percentage Change in all items for all urban consumers as published in the consumer price index for the month of October by the Bureau of Labor Statistics in Washington, DC. If publication of said consumer price index should cease, such annual percentage increase/decrease shall be determined by reference to such similar index as shall replace it, or as agreed upon by the parties. City shall provide reasonable notice to Lessee of such adjustments or changes to the annual rental payment.

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(b) Annual rental payments shall be made payable to Salt Lake City Corporation and sent to City's Director of Public Utilities at 1530 South West Temple Street, Salt Lake City, Utah 84111. All rental payments shall be made on or before the appropriate anniversary date hereof. In addition to any other right the City may have, a delinquency or late charge of 10% of the annual lease payment shall be assessed on any lease payment made more than 10 days after the due date.

3. USE OF PREMISES: Lessee shall have the right to install, use, repair, modify and maintain the parking and landscaped areas of the Premises. The Premises shall not be used for any other purpose by Lessee. Construction or placement of any building or permanent structure other than canal improvements or water control facilities upon the leased premises is strictly prohibited.

4. CARE OF THE PREMISES: Lessee will keep the Premises, including parking surfaces and landscaping thereof in good appearance and the irrigation system in good order and repair.

5. CONSTRUCTION: Prior to Lessee's use of the canal area for parking, Lessee shall construct such facilities as deemed necessary by the Public Utilities Department to accommodate such use. This shall include any and all canal water conveyance structures, coverings, bridges, and other appurtenances as required by the City's Public Utilities Department. At any time prior to or after the effective date of this lease and before any construction (other than normal maintenance) begins on the Premises, Lessee agrees to submit to and obtain City's Director of Public Utilities prior written approval of all plans and specifications. The following requirements shall also be met during the period of this lease agreement:

- a). Lessee shall maintain, reconstruct, and replace any bridge or bridging structure covering or crossing over the canal (including any part of such bridge or structure that may be located beyond the boundaries of the premises on Lessee's property as may be reasonably necessary to enable or facilitate the use of such bridge structures for their intended purposes).
- b). If the construction, installation or maintenance measures to be taken by Lessee are expected in any way to affect or interfere with the canal that underlies such bridges or bridging structures or with the water flow in such canal, Lessee shall take the measures involved during a period when the canal does not contain water (i.e. not during the irrigation season), unless such measures need to be taken due to circumstances requiring immediate attention;
- c). If the measures involved are in response to circumstances requiring immediate attention and potentially may affect or interfere with water flow in the canal, Lessee, before taking such measures, shall notify Lessor of the circumstances involved and of Lessee's planned course of action, unless an emergency situation makes such notification not reasonably possible; and

- d). If, within a reasonable period following the notification contemplated by the foregoing item (c), Lessor specifies reasonable safeguards to be used by Lessee for purposes of avoiding or minimizing effects on water flow in the canal, Lessee shall utilize such safeguards in taking the measures involved.
- e). If Lessor becomes aware that the condition of said bridge or bridging structure is interfering with or has the potential to interfere with the canal underlying such bridge structure or with the water flow therein, then Lessor shall notify Lessee of the condition in question, unless an emergency situation makes such notification not reasonably possible;
- f). If Lessee fails to rectify the condition in question within a reasonable time following such notification by Lessor, or if notification by Lessor is not reasonably possible due to the existence of an emergency situation, Lessor shall have the right itself to accomplish as regards the bridge or bridging structure the matters reasonably necessary to prevent interference with the canal or with the water flow therein; and
- g). The cost of any such measures taken by Lessor shall be reimbursed to it by Lessee, together with interest at 10% per annum until paid.
- h). All construction, maintenance, repair, reconstruction, and/or replacement of the bridge or bridging structures accomplished by Lessee shall be done at its own expense, except that the cost of any required work shall be paid by Lessor if the need for the work is a result of gross negligence or willfulness on the part of Lessor or its agents, employees, or contractors (including gross negligence or willfulness occurring in connection with canal operations or by canal maintenance).

6. **PERSONAL PROPERTY**: All equipment or other personal property attached to or otherwise brought onto the Premises by the Lessee or its contractors shall at all times be personal property whether or not affixed to the Premises and regardless of what manner such equipment and property is attached to the Premises or to other property. All such equipment and other personal property may be removed at any time by the Lessee or its contractors.

7. **WASTE**: Lessee will not commit any waste on the demised Premises, nor shall it use or permit the use of or any acts on the Premises in violation of any present or future law of the United States, or any of its agencies, the State of Utah, or Salt Lake City ordinance. Except in connection with the construction of said landscaping and minor irrigation system repairs, Lessee further agrees that it will not disturb the surface of the Premises unless prior written authorization is obtained from the City's Director of Public Utilities.

8. **UTILITIES**: Lessee shall pay all charges for any utilities, particularly for power and water used on the Premises.

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9. TAXES, LICENSES AND PERMITS: Lessee agrees to pay any and all taxes and assessments levied against the Premises or Lessee's use thereof and any facilities placed thereon in accordance with state law, and to obtain and pay all applicable license and permit fees.

10. VANDALISM: The City assumes no responsibility for vandalism or any other damage of any nature whatsoever to the Premises or improvements installed by Lessee.

11. ESTOPPEL: Lessee and the City agree that at any time and from time to time at reasonable intervals, within ten (10) days after written request by the other, the requested party, Lessee will execute, acknowledge and deliver to the other party, a certificate in a form as may from time to time be provided, ratifying this lease and certifying (a) that Lessee has entered into occupancy of the Premises and the date of successive entry if such is the case, (b) that this lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way (or if there has been any assignment, modification, supplement or amendment, identifying the same), (c) that this Lease represents the entire agreement between City and Lessee as to the subject matter hereof (or identifying any changes), (d) the date of commencement and expiration of the term, (e) that to the knowledge of the signor of such writing no default exists in the performance or observance of any covenant or condition in this lease and there are no defenses or offsets against the enforcement of this lease by the other party, (f) that all rent has been paid, and if not, the extent to which it has been paid.

12. RULES OF THE CITY: Lessee shall be subject to such reasonable rules and regulations as City may make for the safety, protection and convenience of those using the Premises, provided that compliance with any such rules and regulations does not adversely affect the use of the Premises or would be in conflict with any Federal law, statute or regulation. Lessor shall notify Lessee of such rules and regulations from time to time as applicable.

13. TERMINATION - EXPIRATION: (a) Upon the expiration or termination of this Lease, Lessee agrees to remove any or all improvements from the Premises at City's option, and restore Premises, as nearly as possible, to its condition prior to construction of parking areas and landscape installation, and to City's satisfaction or requirements, all of which shall be accomplished within ninety (90) days of the termination or expiration of the Lease, and solely at the expense of Lessee; and Lessee agrees to pay City's costs, including attorney's fees for enforcement, provided, however, that City and Lessee may mutually agree to any other disposition of the improvements including, but not limited to, resale or gift of the

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improvements to the City. If City agrees to the sale or gift of the improvements and such improvements become the property of City, Lessee shall be relieved of its responsibilities to restore the Premises to as nearly as possible its condition prior to disturbance.

14. QUIET POSSESSION: So long as Lessee pays the rent provided hereby and conforms to the requirements of this Lease Agreement, Lessee shall quietly enjoy the demised Premises, and City will defend Lessee in such enjoyment and peaceful possession throughout the term of the Lease.

15. DAMAGE BY CITY: Except where caused by City's affirmative acts or negligence, City shall not be liable for any damages or injury to Lessee's improvements for any reason whatsoever.

16. WAIVER: It is agreed that the waiving of any of the covenants of this Lease by either party, shall be limited to the particular instance and shall not be deemed to be a waiver of any other breaches of such covenant or any provision herein contained.

17. EXCUSE FOR DEFAULT: Any failure on the part of either party of this Lease to perform any obligation hereunder, and any delay in doing any act required hereby shall be excused if such failure or delay is caused by any strike, lockout, governmental restriction or any similar cause beyond the control of the party failing to perform, to the extent and for the period that such cause continues, save and except the provisions of this paragraph shall not excuse any nonpayment of rent and other sums due hereunder on its due date.

18. ASSIGNMENT AND SUBLETTING: Lessee may not assign this Lease Agreement, or sublet the Premises without the express written consent of the City. City agrees that such consent shall not be unreasonably withheld, providing that assignee agrees to assume all obligations of Lessee under this Lease and agrees to be bound by the the terms hereof.

19. TIME: Time is of the essence of this Lease and every term, covenant and addition herein contained.

20. ATTORNEY'S FEES: In any successful action or proceeding which City or Lessee may be required to prosecute to enforce its rights hereunder, both parties agree that all costs incurred by the prevailing party, including reasonable attorney's fees, to be fixed by the court, shall be made a part of the judgment in said action and the prevailing party shall be entitled thereto.

21. INSURANCE: The Lessee shall, for the entire term hereof, obtain and keep in full force and effect a comprehensive general liability insurance policy with respect to the Premises and the facilities to be located and activities conducted thereon with public liability limits of not less than \$250,000 per person and \$500,000 per occurrence, and with limits of property damage of not less than \$100,000 or \$1,000,000 aggregate coverage. The policy shall name City as an additional insured, and a certificate verifying such coverage shall be submitted concurrent herewith, annually, or any time there is a change in such policy of insurance during the term and extension of this Lease. Said policy shall contain a clause to the effect that the insurer will not cancel or change the insurance coverage's without first giving the City at least thirty (30) days prior written notice.

22. INDEMNITY: Lessee agrees to indemnify, save harmless and defend City, its agents and employees, contractors, and officials of the City, from and against any and all suits, actions, liens, damages, claims, liability, loss, penalties, fines or expenses, including attorney's fees and litigation costs, in connection with or arising out of the Lessee's, its agents', employees' or invitees' use of the Premises, any acts or omissions or failure to act by Lessee, its agents or employees hereunder, and any of the above mentioned costs or liabilities related to the presence, disposal, release or cleanup of any hazardous materials, contaminants, or pollutants caused by Lessee, its agents or assigns or related to use of the premises and located on, over, under, from, or affecting the subject Premises.

23. NOTICES: All notices shall be directed to the following addresses:

CITY
SALT LAKE CITY CORPORATION
Director of Public Utilities
1530 South West Temple
Salt Lake City, Utah 84115

COURTESY COPY
SALT LAKE CITY CORPORATION
Property Management
451 South State Street
Salt Lake City, Utah 84111

LESSEE
Larry H. Miller
Larry H. Miller Group
5650 South State Street
Murray, UT 84107

24. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties and incorporates all prior correspondence, communications or agreements between parties, and cannot be altered, assigned or sublet, in whole or in part, except in writing signed by both parties.

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25. AUTHORITY TO EXECUTE: Each person executing this Lease individually and personally represents and warrants that he is duly authorized to execute and deliver the same on behalf of the entity for which he is signing.

26. APPLICABLE LAW: This Agreement shall be interpreted in accordance with and enforced under the laws of the State of Utah.

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the day and year first above written.

RECORDED
JAN 09 1996
CITY RECORDER
By [Signature]
MAYOR

ATTEST & COUNTERSIGN:
[Signature]
Chief Deputy Recorder



Lawrence H. Miller

[Signature]

Karen G. Miller

[Signature]

Fin. APPROVAL

Funds Not Needed [Signature]

Funds Available

Contract # 01-C-46067

ATTORNEY APPROVAL

Approved as to Form

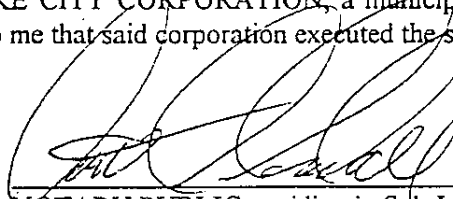
[Signature]

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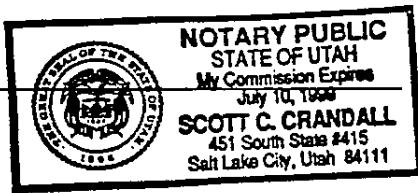
STATE OF UTAH)
) ss.
County of Salt Lake)

On the JAN 09 1996, personally appeared before me DEEDEE CORRADINI and S. R. Kivett, who being by me duly sworn, did say that they are the Mayor and Chief Deputy City Recorder, respectively, of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, and said persons acknowledged to me that said corporation executed the same.



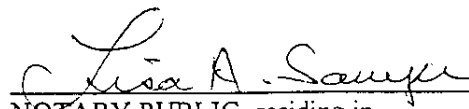
NOTARY PUBLIC, residing in Salt Lake County, Utah

My Commission Expires:



STATE OF UTAH)
) ss.
County of Salt Lake)

On Jan 9th 1996, personally appeared before me Lawrence H. Miller and Karen G. Miller, the signers of the within instrument who duly acknowledged to me that they executed the same.



NOTARY PUBLIC, residing in
Salt Lake County, Utah

My Commission Expires:

8-11-97

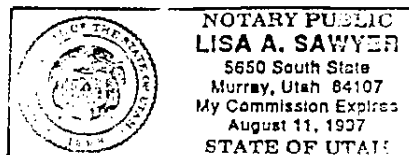


EXHIBIT "D"

LEGAL DESCRIPTION OF SUBARU EASEMENT AREA

**20' Access Easement
on Subaru Property**

BEGINNING at a point which is North 00°00'20" West 534.99 feet along the section line and East 21.39 feet from the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 20.00 feet; thence East 65.75 feet to the West line of State Street; thence South 00°03'19" East 20.00 feet along said West line; thence West 65.77 feet to the point of beginning.

Property Contains 1,315 Square Feet

Less and excepting therefrom the portion of the Jordan and Salt Lake Canal, more particularly described as follows:

Canal Exception Parcel

BEGINNING at a point which is North 00°00'20" West 534.99 feet along the section line and East 21.39 feet from the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 25°57'56" East 22.25 feet; thence East 56.01 feet to the West line of State Street; thence South 00°03'19" East 20.00 feet along said West line; thence West 65.77 feet to the point of beginning.

Property Contains 1,218 Square Feet

27.13.476.034

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EXHIBIT "E"

LEGAL DESCRIPTION OF CAR WASH EASEMENT AREA

**20' Access Easement
on Carwash Property**

BEGINNING at a point which is North 00°00'20" West 534.99 feet along the section line and East 21.39 feet from the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence South 20.00 feet; thence East 65.79 feet to the West line of State Street; thence North 00°03'19" West 20.00 feet along said West line; thence West 65.77 feet to the point of beginning.

Property Contains 1,316 Square Feet

Less and excepting therefrom the portion of the Jordan and Salt Lake Canal, more particularly described as follows:

Canal Exception Parcel

BEGINNING at a point which is North 00°00'20" West 534.99 feet along the Section line and East 21.39 feet from the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence South 20.00 feet; thence East 63.67 feet; thence North 25°57'56" East 4.83 feet; to the West line of State Street; thence North 00°03'19" West 15.66 feet along said West line; thence West 65.77 feet to the point of beginning.

Property Contains 1,311 Square Feet

- POOR COPY -
CO. RECORDER

BK8534 PG2094

EXHIBIT "F"

LEGAL DESCRIPTION OF SUBARU ASSIGNMENT AREA

Canal Exception Parcel

BEGINNING at a point which is North 00°00'20" West 534.99 feet along the section line and East 21.39 feet from the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 25°57'56" East 22.25 feet; thence East 56.01 feet to the West line of State Street; thence South 00°03'19" East 20.00 feet along said West line; thence West 65.77 feet to the point of beginning.

- POOR COPY -
CO. RECORDER

BK8534 PG2095

EXHIBIT "G"

LEGAL DESCRIPTION OF CAR WASH ASSIGNMENT AREA

Canal Exception Parcel

BEGINNING at a point which is North 00°00'20" West 534.99 feet along the Section line and East 21.39 feet from the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence South 20.00 feet; thence East 63.67 feet; thence North 25°57'56" East 4.83 feet; to the West line of State Street; thence North 00°03'19" West 15.66 feet along said West line; thence West 65.77 feet to the point of beginning.

- PDR COPY -
CO. RECORDER

BK8534 PG2096