

8118279

WHEN RECORDED, RETURN TO:

Walter R. Miller  
Sandy City Attorney  
10000 South Centennial Parkway, Suite 301  
Sandy, Utah 84070

Please return to:  
Dianne H. Aubrey, CMC/AAE  
Sandy City Recorder  
10000 Centennial Parkway  
Sandy, Utah 84070

*Sandy City Copy*  
**EASEMENT AGREEMENT**

8118279  
01/11/2002 01:56 PM 56.00  
Book - 8553 Pg - 3854-3874  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
BRIGHTON TITLE  
BY: ARG, DEPUTY - WI 21 P.

THIS EASEMENT AGREEMENT (this "Agreement") is made this 28<sup>th</sup> day of December, 2001, by and between SANDY CENTENNIAL PARTNERS, L.C., a Utah limited liability company, having its principal place of business at 11075 South State Street, Suite 21, Sandy, Utah 84070 ("Grantor"), and SANDY CITY, UTAH, a political subdivision of the State of Utah, having its principal place of business at 10000 Centennial Parkway, Sandy, Utah 84070 ("Grantee").

RECITALS:

A. Grantor is the owner in fee simple of certain improved real property located in Sandy, Salt Lake County, State of Utah (the "Grantor Property"), which surrounds certain land being acquired by Grantee, as described below. The Grantor Property, the Grantee Property (defined below), and the Easement Property (defined below) are being developed as part of a mixed use commercial development known as the "Sandy City Centre" (the "Project"). The legal description of the Project (excluding the Grantee Property and the Easement Property) is attached as Exhibit "A" to this Agreement. A site plan of the Project is attached as Exhibit "B" to this Agreement (the "Site Plan").

B. Pursuant to the terms of that certain Purchase and Sale Agreement, dated November 5, 2001, between Grantor, as seller, and Grantee, as buyer (the "Purchase Agreement"), Grantee has agreed to acquire a portion of the Grantor Property, subject to certain terms and conditions, including the execution and delivery of this Agreement. The portion of the Grantor Property to be acquired by Grantee is more particularly described on the attached Exhibit "C" (the "Grantee Property"). Grantee intends to construct a two-level parking facility and plaza on the Grantee Property (the "Phase I Parking Facility and Plaza"), which shall benefit the entire Project.

C. Grantee desires to obtain an easement over certain property within the Project located adjacent to the Grantee Property for vehicular and pedestrian access, the provision of utility services, and such other purposes as may be necessary or desirable for the intended use and enjoyment of the Grantee Property, in accordance with the provisions of this Agreement.

D. Pursuant to the Purchase Agreement and in accordance with and subject to the terms and conditions of this Agreement, Grantor has agreed to grant and convey to Grantee certain perpetual and irrevocable nonexclusive easements over that certain property described on the attached Exhibit "D" (the "Easement Property"), to the extent Grantor has any right, title and

BK8553PG3854

interest in and to the Easement Property. Such easements shall be only for the use and benefit of the following parties: (a) Grantee and its respective successors and assigns; and (b) all tenants, subtenants, guests, employees, contractors, agents, customers, invitees and concessionaires of Grantee (collectively, the "Benefited Parties").

NOW, THEREFORE, in consideration of the above recitals, the mutual covenants contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Grantee hereby agree as follows:

AGREEMENT:

1. Recitals. The above recitals are an integral part of this Agreement and are incorporated herein by this reference.

2. Grant of Access Easement. Grantor hereby grants and conveys to Grantee, for the use and benefit of the Benefited Parties, a perpetual and irrevocable nonexclusive easement and right-of-way (the "Access Easement") for ingress and egress by vehicular and pedestrian traffic upon, over, under, across and through the Easement Property.

3. Grant of Utilities Easement. Grantor hereby grants and conveys to Grantee, for the use and benefit of the Benefited Parties, a perpetual and irrevocable nonexclusive easement (the "Utilities Easement") for the laying, installation, construction, operation, inspection, repair, removal, maintenance, alteration, enlargement, relocation and replacement of water lines, sewer lines, electricity facilities, gaslines, telephone and other communication facilities, cable television and other entertainment facilities, internet and other data transmission facilities, and all other utilities equipment existing now or in the future, upon, over, under, across and through the Easement Property. The Utilities Easement shall include an easement over and across the surface of the Easement Property as may be necessary to service and maintain the utility facilities.

4. Grant of Surface and Parking Water Drainage Easement. Grantor hereby grants and conveys to Grantee, for the use and benefit of the Benefited Parties, a perpetual and irrevocable nonexclusive easement (the "Drainage Easement") for the flow of a reasonable volume of surface or parking water (water from melting ice and snow carried into the Phase I Parking Facility and Plaza by vehicles, also water used to clean such facility) to the nearest drainage catch basins or waterways.

5. Grant of Encroachment Easement. Grantor and grantee hereby grant to each other a reciprocal appurtenant easement of encroachment (the "Encroachment Easement") as between the Easement Property, the Grantee Property, and any other adjacent Grantor Property, as applicable, due to the placement or settling or shifting of any improvements constructed, reconstructed, or altered thereon to a distance of not more than five (5) feet, as measured from any point on the common boundary between each adjacent portion of such areas, as applicable, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of the party responsible for the installation of such improvements.

6. Easements Appurtenant to the Grantee Property. The Access Easement, the Utilities Easement, the Drainage Easement, and the Encroachment Easement (collectively, the "Easements") shall be appurtenant to and run with the land and constitute a portion of the Grantee Property and each part thereof.

7. Grantee's Use of Easement Property. Grantee and the Benefited Parties shall have the right and easement, in common with others who are granted such rights, to utilize the Easement Property for vehicular and pedestrian access to and from the Grantee Property, utilities, parking water drainage, and any other purposes for the use and enjoyment of the Grantee Property.

8. Construction of Initial Improvements; Maintenance. Grantor shall be responsible, at its sole cost and expense, for the initial improvement of the Easement Property, including without limitation, grading, paving, installation of lighting facilities and fixtures, installation of landscaping, installation of culinary and irrigation water lines, sewer lines, gas lines, telephone lines, electrical conduits or systems and all other public or private utilities, and obtaining all required permits and approvals from governmental agencies necessary to construct such improvements in accordance with plans and specifications approved in writing by Grantee ("Grantor's Work"). The improvements that are the subject of Grantor's Work are referred to below as the "Easement Property Improvements." Grantor's Work shall be performed in accordance with all local, state and federal laws, rules and regulations applicable thereto. Grantor shall indemnify and hold harmless Grantee from any and all damages, claims, judgment, causes of action, suits or expenses incurred as a result of or in any way arising out of the performance of Grantor's Work.

The Easement Property Improvements are to be constructed according to the following schedule: (1) Those improvements to be located in the area marked on the Site Plan as the "240 West Entrance" area (and the area described on the attached Exhibit "D" as the "240 West Entrance Parcel" and the "Driveway Parcel") shall be substantially completed no later than the date the improvements for the Phase I Parking Facility and Plaza are substantially completed, and (2) those improvements to be located in the area marked on the Site Plan as the "South Entrance" area (and the area described on the attached Exhibit "D" as the "South Entrance Parcel") shall be substantially completed no later than the date the improvements for the Project's "Phase II" parking facility and plaza are substantially completed.

After completion of Grantor's Work, Grantor shall, at its sole cost and expense, maintain the Easement Property Improvements in good condition and repair, including replacement, as needed. Specifically (but without limiting the generality of the above), Grantor shall observe the following standards in the care and maintenance of the Easement Property Improvements:

- (a) Maintain any asphalt and other paved surfaces in a smooth and evenly covered condition with the type of surfacing material originally installed thereon or such material as shall be in all respects equal to thereto, or better, in quality, appearance and durability;
- (b) Keep the Easement Property Improvements reasonably free of all debris and refuse;

(c) Keep the Easement Property Improvements reasonably free of snow, ice and standing water;

(d) Maintain, clean and replace any appropriate directional, stop, or other signs or markers and restripe drive lanes;

(e) Promptly repair potholes, cracks and other damage to the Easement Property Improvements promptly;

(f) Promptly replace any and all dead or dying flora included within the landscaped portion of the Easement Property Improvements; and

(g) Promptly replace all lamps and other lighting fixtures, as needed.

In connection with Grantor's construction of the initial improvements for the Easement Property or any subsequent work, Grantee and all associated, affiliated, allied and subsidiary entities of Grantee, now existing or hereafter created, and their respective elected and non-elected officials, boards, commissions, employees, agents, and contractors, as their respective interests may appear, shall be named as additional insureds on any liability insurance policy related to such activity.

9. Temporary Construction Easement. To facilitate Grantee's construction of the Phase I Parking Facility and Plaza, Grantor hereby grants and conveys to Grantee a temporary easement over and across the Easement Property and other adjacent property owned by Grantor, as reasonably necessary for (a) the ingress and egress of construction vehicles and equipment, (b) the offsite storage of building materials and supplies, and (c) the creation and use of a construction staging area.

10. Damage or Destruction. If all or any part of the Easement Property is damaged or destroyed through casualty, Grantor shall in all instances immediately rebuild and restore the same to as good or better condition as existed prior to the damage or destruction at Grantor's sole cost and expense.

11. No Obstruction. Grantor shall not permit to be constructed on the Easement Property any fence, wall, barricade or other obstruction, whether temporary or permanent in nature, which materially limits or impairs vehicular and pedestrian traffic over any part of the Easement Property, or shall otherwise obstruct or interfere with the free flow of such traffic, except as may be reasonably necessary or appropriate during periods that construction activities are ongoing or to the extent that Grantor reasonably deems it necessary to do so temporarily to prevent a public dedication of, or the accrual of any rights of the public in, the Easement Property. Any obstruction or interference permitted under this Section 11 shall be done in a manner reasonably calculated to minimize its impact on Grantee's rights hereunder.

12. Insurance. Grantor shall obtain and maintain or cause to be obtained or maintained commercial liability insurance against all claims for personal injury, death or property damage occurring on the Easement Property. Such insurance shall be written on an "occurrence" basis, and have limits of liability of at least Five Million Dollars (\$5,000,000.00) per occurrence. Grantee and all associated, affiliated, allied, and subsidiary entities of Grantee,

now existing or hereafter created, and their respective elected and non-elected officials, boards, commissions, employees, agents, and contractors, as their respective interests may appear (the "Additional Insureds"), shall be named as additional insureds on any such insurance policy. Such policy shall contain cross-liability wording, as follows:

"In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

Grantor shall also obtain and maintain property insurance covering the Easement Property Improvements, with coverage and limits acceptable to Grantee.

Prior to execution of this Agreement and annually thereafter, certificates of insurance for each insurance policy required to be obtained by Grantor in compliance with this Agreement, along with written evidence of payment of required premiums, shall be filed and maintained with Grantee. Grantor shall promptly advise Grantee of any claim or litigation that may result in liability to Grantee.

All insurance policies maintained pursuant to this Agreement shall contain the following language:

"At least thirty (30) days prior written notice shall be given to Grantee by the insurer of any intention not to renew such policy or to cancel, replace or alter the same by reducing required coverage, such notice to be given by registered mail to Grantee, addressed as follows: Chief Administrative Officer, Sandy City Hall, 10000 Centennial Parkway, Sandy, Utah 84070."

All insurance required by this Agreement shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Utah or surplus line carriers on the State of Utah Insurance Commissioner's approved list of companies qualified to do business in the State of Utah. All insurance carriers and surplus line carriers shall be rated A-IX or better by A.M. Best Company.

All insurance policies may be written with deductibles not to exceed Ten Thousand Dollars (\$10,000), unless approved in advance by Grantee. Grantor agrees to indemnify and save harmless Grantee, and the Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Agreement.

Once during each calendar year, Grantee may review the insurance coverage to be carried by Grantor. If Grantee determines that higher limits of coverage are necessary to protect the interests of Grantee or the Additional Insureds, Grantor shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

13. Lighting. Once the Easement Property Improvements are completed, the Easement Property shall be lit from sundown to sunup. Lights shall be directed so as not to create a nuisance, and Grantor shall promptly pay when due all utility charges for such lighting.

14. Taxes. Grantor shall pay or cause to be paid all real estate taxes and special assessments which are levied against the Easement Property prior to delinquency of such taxes or special assessments. Grantor shall furnish to Grantee proof of payment of such taxes and special assessments to Grantee upon request therefor.

15. Hazardous Materials. Grantor shall not create, generate, use, bring, allow, emit, dispose of or permit to be used, brought, emitted or disposed of on, over or under the Easement Property, or any part thereof or any property adjacent thereto, any toxic or hazardous gaseous, liquid or solid material or waste or any material which is defined as "Hazardous Substances," "Hazardous Materials" or "Toxic Substances" or the like pursuant to any federal, state or local law, rule, regulation or ordinance or which has been determined by any state, federal or local governmental or public authority to be capable of posing a risk of injury to health, safety or property (collectively, the "Toxic Materials"). Grantor, at its sole cost, shall immediately take all steps necessary to effect a clean up of any Toxic Materials in the event of a breach of this section and to obtain appropriate governmental agency certification of such clean up. Grantor shall and does hereby indemnify and hold Grantee harmless from any and all claims, liabilities, costs or expenses incurred or suffered by Grantee arising from a breach of this Section 15.

16. Grantor's Reservation of Rights. Grantor reserves unto itself forever, the right to cross over or under the Easement Property, to place or grant other easements along, across, or under the Easement Property, and to build upon, over, or under the Easement Property so long as such other uses do not materially impair or diminish Grantee's or the Benefited Parties' use of the Easement Property for the purposes herein granted.

17. Indemnity. Grantor shall indemnify and hold harmless Grantee and all associated, affiliated, allied and subsidiary entities of Grantee, now existing or hereafter created, and their respective elected and non-elected officials, boards, commissions, agents, contractors and employees, free from or against any and all liability, loss, damage, cost and expense (including reasonable attorneys' fees) for injury to person or death or property damage to the extent arising from or related to: (i) any injury to persons or damage to property by reason of the acts or omissions of Grantor or any of its contractors, tenants, agents, employees, licensees or invitees; and (ii) any breach or default in the performance of Grantor's obligations under this Agreement.

18. Covenants to Run With the Land. The Easements shall constitute covenants running with the land, and shall burden the Easement Property as the servient estate, and benefit the Grantee Property as the dominant estate, and shall be binding upon the Grantor, its successors, assigns, and any person acquiring, leasing, or otherwise owning an interest in the Easement Property.

19. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Easement Property to or for the general public or for any public purpose whatsoever, it being the intent of the parties that this Agreement be strictly limited to and for the purposes expressed herein.

20. Notice. Any notice, demand, request, consent, submission, approval, designation, or other communication which either party is required or desires to give to any other shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, addressed to the other party at the following address, or such other address as indicated in writing by such party:

If to Grantee: Sandy City  
10000 Centennial Parkway, Suite 311  
Sandy, Utah 84070  
Attn: City Recorder  
Facsimile: (801) 568-7137

With a copy to: Sandy City  
10000 Centennial Parkway, Suite 301  
Sandy, Utah 84070  
Attn: City Attorney  
Fax: (801) 568-7177

If to Grantor: Sandy Centennial Partners, L.C.  
11075 S. State Street, Suite 21  
Sandy, Utah 84070  
Attn: Michael Olsen  
Facsimile: (801) 990-1878

21. No Relationship. The parties hereto do not, by this Agreement nor by any parties' acts, become principal and agent, limited or general partners, joint venturers or of any other similar relationship of each other in the conduct of their respective businesses, or otherwise.

22. Cooperation. The parties hereto agree to cooperate reasonably to attempt to resolve any disputes that may arise in the future between them with respect to the use of the Easement Property by Grantee and Grantor.

23. No Waiver. Failure of a party hereto to insist upon strict performance of any provisions hereof shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this instrument shall be deemed to have been waived unless such waiver is in writing and signed by the party alleged to have waived its rights.

24. Remedies for Breach. In the event of a breach in any of the covenants or agreements contained in this Agreement, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. Grantor and Grantee acknowledge that in the event of any default hereunder, it would be difficult to ascertain the exact money damages suffered by the non-defaulting party. Accordingly, the parties agree that such non-breaching party is entitled to appropriate equitable remedies in the event of any such default.

Without limiting the generality of the above provisions of this Section 24, if Grantor shall default with respect to (a) any of its maintenance obligations set forth above in Section 8 of this Agreement, or (b) its obligation to pay taxes under Section 14 of this Agreement, and such default shall continue for fifteen (15) days after receipt of written notice thereof from the owner of the Grantee Property, Grantee shall have the right to cure such default and to be reimbursed by Grantor for reasonable costs and expenses, including attorney's fees, incurred in connection with curing the default, plus interest at the rate of eighteen percent (18%) per annum. Such right to reimbursement shall be secured by a lien which is hereby created upon the Grantor Property; provided that such lien shall be subordinate and inferior to any lien for general taxes and assessments and any mortgage or trust deed held by an insurance company, bank, trust company, savings and loan association, or pension or profit-sharing trust secured by the Grantor Property. Any such lien may be filed of record by the owner of the Grantee Property in the official records of Salt Lake County, Utah, signed and verified, which shall contain at least:

- (a) A statement of the description and amount of the unpaid sum and related expenses and rate of accruing interest;
- (b) A description sufficient for identification of the Grantor Property which is subject to the lien;
- (c) The name of the owner of the Grantor Property which is the subject of the lien; and
- (d) Reference to this Agreement as the source and authority for such lien.

Such lien shall be for the use and benefit of the owner of the Grantee Property and may be enforced and foreclosed in a suit or action brought in a court of competent jurisdiction, or may be foreclosed in a like manner to the foreclosure of a mortgage on real property or in any other manner provided under the laws of the State of Utah, including but not limited to the provisions of Utah law applicable to the exercise of powers of sale in trust deeds. If the foreclosure is to be conducted in the same manner as foreclosures of deeds of trust under Utah law, then the owner of the Grantee Property may appoint a trustee for such purpose at the time the lien is filed with the official records of Salt Lake County, Utah. In any foreclosure action or proceeding, the owner of the Grantor Property which is being foreclosed shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred in connection with such foreclosure. Any other default which would give rise to a similar lien hereunder on the Grantor Property which is being foreclosed may be added as a claim in the pending foreclosure proceeding by an amendment of any complaint in foreclosure. Additionally, the foreclosing party shall be entitled to a receiver for the Grantor Property in foreclosure without regard to the requirements of common law pertaining to the appointment of receivers. In any such lien foreclosure and enforcement action, the defaulting owner of the Grantor Property may post a bond or other adequate security in an amount not less than one hundred twenty-five percent (125%) of the amount sought by the owner of the Grantee Property, thereby discharging the lien. The amount of any lien described herein shall be a personal or individual debt of the owner of the Grantor Property which is (or could become) subject to such lien, and suit to recover a money judgment for such amount may be maintained without foreclosing or waiving such lien.



25. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns.

26. Interpretation. The section headings in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate.

27. Duration and Amendment. This Agreement and the Easements shall be perpetual and irrevocable. Notwithstanding anything within this Agreement to the contrary, the parties may terminate this Agreement only by a written notice of termination executed by the parties, and recorded with the official records of Salt Lake County, Utah. The parties may amend this Agreement only by a written instrument executed by the parties, and recorded with the official records of Salt Lake County, Utah. All attached exhibits are incorporated by reference into this Agreement.

28. Partial Invalidity. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

29. Counterparts. This Agreement may be executed in on or more counterparts which together shall constitute the Agreement.

30. Applicable Law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.

*(Signature Page to Follow)*

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

GRANTOR:

SANDY CENTENNIAL PARTNERS, L.C.,  
a Utah limited liability company, by its manager:

OHM, L.C.,  
a Utah limited liability company

By: [Signature]  
Name: Michael A. Olsen  
Title: Manager

By: [Signature]  
Name: Jeffrey R. Hamilton  
Title: Manager

By: [Signature]  
Name: Michael J. Minson  
Title: Manager

GRANTEE:

SANDY CITY, UTAH,  
a political subdivision of the State of Utah

By: [Signature]  
Name: Tom Dolan  
Title: Mayor, Sandy City

Attest:

[Signature]  
City Recorder, Deputy



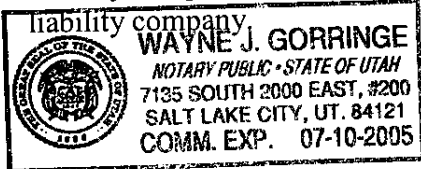
12-28-01 mo  
SANDY CITY APPROVALS  
Department [Signature]  
Risk Mgt. [Signature]  
Budget [Signature]  
Legal Form [Signature]  
Purchasing Compliance [Signature]

STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 28 day of Dec, 2001 by MICHAEL A. OLSEN, a manager of OHM, L.C., a Utah limited liability company, as the manager of SANDY CENTENNIAL PARTNERS, L.C., a Utah limited



Wayne J. Gorringe  
NOTARY PUBLIC  
Residing at: SLC

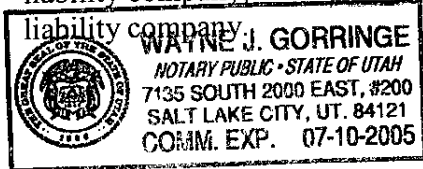
My Commission Expires:  
\_\_\_\_\_

STATE OF UTAH )

: ss.

COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 28 day of Dec, 2001 by JEFFREY R. HAMILTON, a manager of OHM, L.C., a Utah limited liability company, as the manager of SANDY CENTENNIAL PARTNERS, L.C., a Utah limited

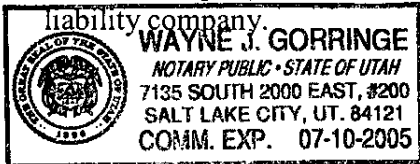


Wayne J. Gorringe  
NOTARY PUBLIC  
Residing at: SLC

My Commission Expires:  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me this 28 day of DEC, 2001 by MICHAEL J. MINSON, a manager of OHM, L.C., a Utah limited liability company, as the manager of SANDY CENTENNIAL PARTNERS, L.C., a Utah limited liability company.



Wayne J. Gorringer  
NOTARY PUBLIC  
Residing at: \_\_\_\_\_

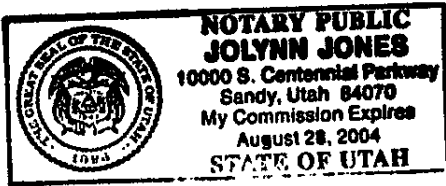
My Commission Expires:  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of Dec., 2001 by MAYOR TOM DOKAN, the MAYOR of SANDY CITY, UTAH, a political subdivision of the State of Utah.

Jolynn Jones  
NOTARY PUBLIC  
Residing at: Salt Lake County

My Commission Expires:  
August 28, 2004



**Schedule of Attachments  
to  
Easement Agreement**

- Exhibit A -- Legal Description of Project  
(Excluding Grantee Property and Easement Property)
- Exhibit B -- Site Plan of Project
- Exhibit C -- Legal Description of Grantee Property
- Exhibit D -- Legal Description of Easement Property

Limited Joinder of Equity Inns Partnership, L.P.

**Exhibit A**  
**to**  
**Easement Agreement**

Legal Description of Project  
(Excluding Grantee Property and Easement Property)

All of Lots 1, 3, and B, Sandy City Centre, a commercial subdivision, according to the official plat thereof recorded in the official records in the office of the Salt Lake County Recorder, more particularly described as follows:

**LOT 1:**

BEGINNING at a point on the South line of 10000 South Street, which point is North 0°08'34" West, 1296.656 feet and South 89°56'30" West, 1408.819 feet from the Salt Lake County survey monument at the intersection of 10200 South Street and State Street, said monument being South 89°51'37" East, 92.36 feet from the Southeast corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence South 0°00'36" West, 478.036 feet; thence North 89°59'24" West, 154.94 feet; thence South 0°00'36" West, 44.97 feet; thence North 89°59'24" West, 290.01 feet; thence South 0°00'36" West, 6.626 feet; thence North 89°59'24" West, 6.054 to a curve to the right having a radius of 25.00 feet; thence northwesterly 39.27 feet along said curve through a central angle of 90°00'00"; thence North 0°0'36" East, 196.68 feet to a curve to the right having a radius of 14.50 feet; thence northeasterly 22.78 feet along said curve through a central angle of 90°00'00"; thence North 2°04'29" East, 26.02 feet to a nontangent curve to the right having a radius of 14.50 feet (a chord for said curve bears North 41°46'51" West, 21.62 feet); thence northwesterly 24.40 feet along said curve through a central angle of 96°25'06" to a compound curve to the right having a radius of 160.00 feet; thence northerly 69.97 feet along said curve through a central angle of 25°03'19" to a compound curve to the right having a radius of 29.50 feet; thence easterly 29.19 feet along said curve through a central angle of 56°41'40" to a reverse curve to the left having a radius of 55.50 feet; thence northeasterly 100.23 feet along said curve through a central angle of 103°28'24" to a reverse curve to the right having a radius of 20.00 feet; thence northerly 14.60 feet along said curve through a central angle of 41°49'16" to a reverse curve to the left having a radius of 206.00 feet; thence northerly 43.06 feet along said curve through a central angle of 11°58'33"; thence North 14°32'59" East, 26.30 feet to a nontangent curve to the right having a radius of 30.30 feet, (a chord for said curve bears North 21°32'32" East, 22.25 feet); thence northerly 22.78 feet along said curve through a central angle of 43°05'04"; thence North 0°03'30" West, 0.446 feet; thence North 89°56'30" East, 345.23 feet to the point of BEGINNING.

LESS AND EXCEPTING THEREFROM the following described property, to-wit: BEGINNING at a point which is North 0°08'34" West, 1018.14 feet and

South 89°56'30" West, 1519.45 feet from the Sale Lake County survey monument at the intersection of 10200 South Street and State Street, said monument being South 89°51'37" East, 92.36 feet from the Southeast corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence North 89°59'24" West, 177.35 feet; thence South 0°00'36" West, 15.00 feet; thence North 89°59'24" West, 45.12 feet; thence North 0°00'36" East, 7.67 feet; thence North 89°59'24" West, 5.01 feet; thence North 0°00'36" East, 185.90 feet; thence South 89°59'24" East, 32.50 feet; thence North 0°00'36" East, 7.26 feet; thence South 89°59'24" East, 2.33 feet; thence North 0°00'36" East, 12.50 feet; thence South 89°59'24" East, 135.33 feet; thence South 0°00'36" West, 12.50 feet; thence South 89°59'24" East, 10.24 feet; thence South 0°00'36" West, 7.26 feet; thence South 89°59'24" East, 22.42 feet; thence North 0°00'36" East, 7.26 feet; thence South 89°59'24" East, 2.33 feet; thence North 0°00'36", East, 12.33 feet; thence South 89°59'24" East, 22.31 feet; thence South 0°00'36" West, 198.17 feet to the Point of BEGINNING.

(Part of Parcel No. 27-12-453-017)

**LOT 3**

BEGINNING at a point South 547.0 feet of the South line of a County Road, said South line being the North line of the South half of the Southeast Quarter of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point being is North 0°08'50" West 1337.70 feet and North 89°58'19" West 1806.50 feet and South 547.00 feet and West, 15.772 feet from the Southeast corner of said Section 12, and running thence West 361.04 feet, more or less, to the easterly line of Frontage Road # 5, State Road Project No. I-15-7 (3) 289; thence North 03°49'28" West 190.56 feet along said easterly line; thence North 89°56'30" East 373.78 feet; thence South 0°00'36" East, 373.78 feet to the point of BEGINNING.

(Part of Parcel No. 27-12-453-017)

**LOT B:**

BEGINNING at a point on the South right of way line of 10000 South Street, which is North 0°08'34" West, 1296.66 feet and South 89°56'30" West, 1899.82 feet from the Salt Lake County survey monument at the intersection of 10200 South Street and State Street, said monument being South 89°51'37" East, 92.36 feet from the Southeast corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence North 89°56'30" East, along said right of way line 67.491 feet; thence South 00°03'30" East, 0.450 feet to a nontangent curve to the right having a radius of 30.30 feet, (a chord for said curve bears South 21°33'17" East, 22.26 feet); thence Southerly 22.80 feet along said curve through a central angle of 43°06'35"; thence South 20°42'19" West, 25.11 feet to a nontangent curve to the right having a radius of 30.00 feet, (a chord for said curve

bears South 48°29'48" West, 27.98 feet); thence Southwesterly 29.10 feet along said curve through a central angle of 55°34'58" to a nontangent curve to the left having a radius of 53.00 feet, (a chord for said curve bears South 66°19'20" West, 18.34 feet); thence Southwesterly 18.44 feet along said curve through a central angle of 19°55'54" to a nontangent curve to the right having a radius of 30.00 feet (a chord for said curve bears South 85°25'09" West, 29.146 feet); thence Westerly 30.43 feet along said curve through a central angle of 58°07'32"; thence North 00°00'36" East, 72.805 feet to the point of BEGINNING.

(Part of Parcel No. 27-12-453-017)



**Exhibit B  
to  
Easement Agreement**

Site Plan of Project

(Attached)



**Exhibit C**  
**to**  
**Easement Agreement**

Legal Description of Grantee Property

All of Lot 2, Sandy City Centre, a commercial subdivision, according to the official plat thereof recorded in the official records in the office of the Salt Lake County Recorder, more particularly described as follows:

**LOT 2**

BEGINNING at a point which is North 0°08'34" West, 1018.14 feet and South 89°56'30" West, 1519.45 feet from the Salt Lake County survey monument at the intersection of 10200 South Street and State Street, said monument being South 89°51'37" East, 92.36 feet from the Southeast corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence North 89°59'24" West, 177.35 feet; thence South 0°00'36" West, 15.00 feet; thence North 89°59'24" West, 45.12 feet; thence North 0°00'36" East, 7.67 feet; thence North 89°59'24" West, 5.01 feet; thence North 0°00'36" East, 185.90 feet; thence South 89°59'24" East, 32.50 feet; thence North 0°00'36" East, 7.26 feet; thence South 89°59'24" East, 2.33 feet; thence North 0°00'36" East, 12.50 feet; thence South 89°59'24" East, 135.33 feet; thence South 0°00'36" West, 12.50 feet; thence South 89°59'24" East, 10.24 feet; thence South 0°00'36" West, 7.26 feet; thence South 89°59'24" East, 22.42 feet; thence North 0°00'36" East, 7.26 feet; thence South 89°59'24" East, 2.33 feet; thence North 0°00'36" East, 12.33 feet; thence South 89°59'24" East, 22.31 feet; thence South 0°00'36" West, 198.17 feet to the point of BEGINNING.

(Part of Parcel No. 27-12-453-017)

30.43 feet along said curve through a central angle of 58°07'33" to a reverse curve to the right having a radius of 53.00 feet; thence northeasterly 18.44 feet along said curve through a central angle of 19°55'54" to a reverse curve to the left having a radius of 30.00 feet; thence northeasterly 29.10 feet along said curve through a central angle of 55°34'58"; thence North 20°42'19" East, 25.11 feet to a nontangent curve to the left having a radius of 30.30 feet, ( a chord for said curve bears North 21°33'17" West, 22.26 feet); thence northerly 22.80 feet along said curve through a central angle of 43°06'35"; thence North 89°56'30" East, 39.00 feet to the point of BEGINNING.

(Part of Parcel No. 27-12-453-017)

**DRIVEWAY EASEMENT**

BEGINNING at a point which is North 00°08'34" West 1003.75 feet and South 89°56'30" West, 1871.10 feet from Salt Lake County survey monument at the intersection of 10200 South Street and State Street, said monument being South 89°51'37" East 92.36 feet from the Southeast Corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence North 2°04'29" East, 26.02 feet; thence South 89°59'24" East, 123.20 feet; thence South 0°00'36" West, 18.53 feet; thence South 89°59'24" East, 5.01 feet; thence South 0°00'36" West, 7.67 feet; thence North 89°54'12" West, 129.15 feet to the point of BEGINNING.

(Part of Parcel No. 27-12-453-017)

**Exhibit D**  
**to**  
**Easement Agreement**

Legal Description of Easement Property

All of Lot A, Sandy City Centre, a commercial subdivision, according to the official plat thereof recorded in the official records in the office of the Salt Lake County Recorder, more particularly described as follows:

**LOT A:**

BEGINNING at a point which is North  $0^{\circ}08'34''$  West, 1296.21 feet and South  $89^{\circ}56'30''$  West, 1793.33 feet from the Salt Lake County survey monument at the intersection of 10200 South Street and State Street, said monument being South  $89^{\circ}51'37''$  East, 92.36 feet from the Southeast corner of Section 12, Township 3 South, Range 1 West, Salt Lake Base and Meridian, thence North  $89^{\circ}56'30''$  East, 39.28 feet to a nontangent curve to the left having a radius of 30.30 feet, (a chord for said curve bears South  $21^{\circ}32'32''$  West, 22.25 feet); thence southerly 22.78 feet along said curve through a central angle of  $43^{\circ}05'04''$ ; thence South  $14^{\circ}32'59''$  West, 26.30 feet to a curve to the right having a radius of 206.00 feet; thence southerly 43.06 feet along said curve through a central angle of  $11^{\circ}58'33''$  to a nontangent curve to the left having a radius of 20.00 feet (a chord for said curve bears South  $5^{\circ}36'54''$  West, 14.28 feet); thence southerly 14.60 feet along said curve through a central angle of  $41^{\circ}49'16''$  to a nontangent curve to the right having a radius of 55.50 feet (a chord for said curve bears South  $36^{\circ}26'29''$  West, 87.15 feet); thence southwesterly 100.23 feet along said curve through a central angle of  $103^{\circ}28'24''$  to a reverse curve to the left having a radius of 29.50 feet; thence westerly 29.19 feet along said curve through a central angle of  $56^{\circ}41'40''$  to a compound curve to the left having a radius of 160.00 feet; thence southerly 69.97 feet along said curve through a central angle of  $25^{\circ}03'19''$  to a compound curve to the left having a radius of 14.50 feet; thence southeasterly 24.40 feet along said curve through a central angle of  $96^{\circ}25'06''$ ; thence South  $2^{\circ}04'29''$  West, 26.02 feet to a nontangent curve to the left having a radius of 14.50 feet (a chord for said curve bears South  $45^{\circ}00'36''$  West, 20.51 feet); thence southwesterly 22.78 feet along said curve through a central angle of  $90^{\circ}00'00''$ ; thence South  $0^{\circ}00'36''$  West, 196.68 feet to a curve to the left having a radius of 25.00 feet; thence southeasterly 39.27 feet along said curve through a central angle of  $90^{\circ}00'00''$  thence; South  $89^{\circ}59'24''$  East, 6.05 feet; thence North  $0^{\circ}00'36''$  East, 6.626 feet; thence South  $89^{\circ}59'24''$  East, 290.01 feet; thence North  $0^{\circ}00'36''$  East, 44.97 feet; thence South  $89^{\circ}59'24''$  East, 154.94 feet; thence South  $0^{\circ}00'36''$  West, 81.15 feet; thence North  $89^{\circ}59'24''$  West, 491.00 feet; thence North  $0^{\circ}00'36''$  East, 55.69 feet; thence West, 14.92 feet; thence North  $0^{\circ}00'36''$  East, 190.52; thence North  $89^{\circ}56'30''$  East, 14.95 feet; thence North  $0^{\circ}00'36''$  East, 239.58 feet; to a nontangent curve to the left having a radius of 30.00 feet, (a chord for said curve bears North  $85^{\circ}25'07''$  East, 29.15 feet); thence easterly