GFI LOD 220 St. 200 CAPA \$150 CROSS EASEMENT GU. linn gall

**AGREEMENT** 

3824473

(Church Parcel)

~ フ.・

THIS CROSS EASEMENT AGREEMENT ("Agreement") is made into as of the 28th day of Guly, 1983, by and between Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation Sole ("First Party"), GFI Ltd. II - WVC Investments, Ltd., a Utah limited partnership ("GFI") and Albertson's, Inc., a Delaware corporation ("Albertson's").

### WITNESSETH:

WHEREAS, GFI is the owner of Parcels 3, 4, 5, 8, 9 and 13 and Albertson's is the owner of Parcels 1, 2, 6 and 7 located in the City of West Valley City, County of Salt Lake, State of Utah, as shown on Exhibit "B" and more particularly described in Schedule I attached hereto and incorporated herein by this reference, hereinafter collectively referred to as "Shopping Center"; and

WHEREAS, First Party is the owner of certain real property contiguous to the west boundary of the Shopping Center ("West Church Parcel") and certain real property contiguous to the north boundary of the Shopping Center ("North Church Parcel"), both more particularly described as West Church Parcel and North Church Parcel in Schedule II attached hereto and incorporated herein by this reference.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed between the parties as follows:

Access and Visibility Easement: GFI and Albertson's hereby grant to First Party, its successors and assigns, for the benefit of the West Church Parcel, a permanent nonexclusive easement for ingress and egress by vehicular traffic over and across those portions of the Shopping Center designated "North Property Service Drive and South Property Service Drive" shown on Exhibit "B" and more particularly described in Schedule III attached hereto and incorporated herein by this reference; and for the benefit of North Church Parcel, a permanent nonexclusive easement for ingress and egress by vehicular traffic over and across those portions of the Shopping Center designated North Property Service Drive. Access between North

BOOK 5478 PAGE 2373

Property Service Drive and North Church Parcel shall be in the locations designated "Access Drive" on Exhibit "B". The parties hereto agree not to construct any barricades or structures which could hinder or impede vehicular traffic access between North Property Service Drive and North Church Parcel over and across the Access Drive shown on Exhibit "B", and agree not to construct any fence, wall, barricade or other obstruction which would block visibility between North Property Service Drive and the North Church Parcel.

- 1.2 Restrictions on Use: First Party hereby grants to GFI and Albertson's, their successors and assigns, for the benefit of and appurtenant to Parcels 1, 2, 3, 4, 5, 6, 7, 8, 9 and 13, the following restrictive covenants:
- (a) Food and Drug Restrictions: No portion of North Church Parcel shall be used as a supermarket, (which shall be defined as any store or department containing at least 5,000 square feet of floor area, including aisle space and storage, primarily devoted to the retail sale of food for off-premises consumption), a bakery, a delicatessen, or for the sale of fresh or frozen meat, fish, poultry or produce for off-premises consumption, or for the sale or offer for sale of any ethical pharmaceutical products requiring the services of a registered pharmacist; except that one national or local franchise donut shop will be permitted so long as its sales are limited to products typically sold by Winchell's or Dunkin' Donuts on the date first above stated.
- (b) Shopping Center Restrictions: No part of North Church Parcel shall be used as a bar, tavern or for the sale of alcoholic beverages (except as the same may be incidental to any business located in the Shopping Center and otherwise permitted by law), adult book store (being a book store specializing in the sale of photographs and/or reading materials primarily appealing to prurient interests), gym, automotive repair facility, dance hall, billiard or pool hall, game parlor, massage parlor, theater, bowling alley, skating rink or car wash, or for the renting, leasing or sale of or displaying for the purpose of renting, leasing or sale of any boat, motor vehicle or trailer, for industrial purposes, for the display, sale or distribution of any pornographic books, magazines, literature or other printed matter or any drug or sexual paraphernalia (except those commonly sold in a drug store or supermarket), for the showing, displaying, viewing, renting or selling of

movie films or video tapes or video discs which would be classified or rated as "X rated" under present standards or criteria for such classification and rating, or for any other act or condition which shall be lewd, obscene or licentious.

- 1.3 Access Easement: First Party hereby grants to GFI and Albertson's, their successors and assigns, for the benefit of and appurtenant to Parcels 1, 2, 3, 4, 6, 7, 8, 9 and 13, a permanent nonexclusive easement for ingress and egress by vehicular traffic over and across those portions of North Church Parcel which may from time to time be developed for vehicular traffic access ("North Church Parcel Common Area") on North Church Parcel. Access between Parcels 1, 2, 3, 4, 6, 7, 8, 9 and 13 and North Church Parcel Common Area shall be in the location designated "Access Drive" on Exhibit "B" and the parties hereto agree not to construct any barricades or structures which could hinder or impede access between North Property Service Drive and North Church Parcel over and across the Access Drive shown on Exhibit "B".
- 2. Successors and Assigns: The provisions of this Agreement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of each of the parties hereto, their heirs, personal representative, successors and assigns.
  - 3. Duration: The term of this Agreement shall be perpetual.
- 4. Injunctive Relief: In the event of any violation or threatened violation by any person of any of the terms, covenants or conditions of this Agreement, any or all of the parties hereto and Albertson's, so long as Albertson's is an owner or occupant of any part of the Shopping Center, shall have the right to enjoin such violation or threatened violation in a court of competent jurisdiction. The right of injunction shall be in addition to all other remedies set forth in this Agreement or available under statute, law or equity.
- 5. Modification: This Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except with the consent of the owners of Parcels 7, 8, 9 and 13 and then only by written instrument duly executed and acknowledged by all of the parties hereto and duly recorded in the Office of the Recorder of Salt Lake County, Utah. No modification or rescission of this Agreement shall affect the rights of any lienholder unless the lienholder consents in writing to the modification or rescission.

- 6. Not a Public Dedication: Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center or either Property Service Drive to the general public or for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement shall be strictly limited to and for the purposes herein expressed; except that South Property Service Drive may be dedicated to the general public, so long as the owner of the West Church Parcel will pay any additional costs to prepare for dedication.
- 7. Attorneys' Fees: In the event any entity which is entitled to the benefits of this Agreement brings an action at law or in equity to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover from the other party its reasonable attorneys' fees and court costs in addition to all other appropriate relief.

#### 8. Sale & Sale-leaseback Purchaser:

- (a) Notwithstanding anything to the contrary contained in this Agreement, it is expressly agreed that in the event Albertson's sells Parcel 7 to an unaffiliated third party and thereafter enters into a net lease for such property with such third party or its lessee or sublessee (hereinafter referred to collectively as the "Net Lessor"), so long as Albertson's is in possession of the property as a net lessee the parties hereto shall look solely to Albertson's (and Albertson's shall be liable therefor) for the performance of any obligations either Albertson's or the Net Lessor shall have under this Agreement and the Net Lessor shall be relieved of any obligation for the performance of or liability for the covenants, terms, agreements and conditions set forth herein relating to either Albertson's or Parcel 7.
- (b) If, as a result of any termination or expiration of the interest of Albertson's or its successors or assigns as net lessee of Parcel 7 or any surrender thereof to the Net Lessor or any nominee of the Net Lessor which shall hold said interest for the benefit of the Net Lessor, the Net Lessor shall become liable for the performance of the thereafter accruing obligations under and pursuant to the terms of this Agreement, and if the Net Lessor fails to perform any covenant, term, agreement or condition contained in this Agreement upon its part to be performed, and if as a consequence of such default any other party to this Agreement shall recover a money judgment or other judicial process requiring the payment of money against the Net Lessor, such judgment shall be satisfied only out of, and the sole and exclusive remedy of

of such judgment levied thereon against the right, title and interest of the Net Lessor in Parcel 7 and out of the rents and other income or revenue from such property receivable by the Net Lessor, or out of the consideration received by the Net Lessor from the sale or other disposition (including a condemnation) of all or any part of the Net Lessor's right, title and interest in such property and the improvements thereon or out of the insurance proceeds received by the Net Lessor respecting any casualty affecting the improvements on the property, and neither the Net Lessor, nor any partner thereof, shall be personally liable for such judgment nor for any deficiency in

any such party shall be against, the proceeds of sale received upon execution

(c) Such judgment and the satisfaction thereof out of the proceeds of sale received upon the aforesaid execution and levy against the right, title and interest in Parcel 7, the improvements thereon and/or out of the aforesaid rents or other income or revenue, and/or out of the aforesaid consideration from the sale or other disposition thereof or said insurance proceeds shall in all events by subject to the lien of any first mortgage or deed of trust upon all or any portion of such property.

EXECUTED as of the day and year first above written.

Albertson's, Inc., a Delaware corporation

the payment of such judgment.

FIRST PARTY:

Corporation of the Presiding Bishop of The Church of Jesus

Christ of Latter-day Saints,

Authorized Agent

a Utah copporation Sole

GFI Ltd. II, - WVC Investments, Ltd.

a Utah limited partnership

 $\,$  WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

10/30/84

Notary Public in and for the State of Idaho.
Residing at Boise, Idaho.

STATE OF UTA 1+ )
County of Surface ) ss.

On this Glday of the undersigned, a Notary Public in and for said State, personally appeared to me known to be a general partner of GFI Ltd. II, - WVC Investments, Ltd., a Utah limited partnership, the limited partnership that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

 $\,$  WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

10-22-83

NOTARY PUBLIC

BOCK5478 BUT 237

STATE OF
County of ) ss.
·
On this day of, 1983, before me the undersigned, a Notary Public in and for said State, personally appeared and, to me known to be the and, respectively, of the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation Solo, the content of the corporation of the presiding Bishop of the course of the corporation of the corporation solo, the corporation of the course of the course of the corporation of the corporation solo, the corporation of the corporation o
Latter-day Saints, a Utah corporation Sole, the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.
WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.
My commission expires:
Notary Public in and for the
State of Residing at
STATE OF UTAH )
: SS COUNTY OF SALT LAKE )
on this 79 day of Jala . 1983, personally appeared
On this aday of the Corporation of the President Bland of the Corporation of the Corporation Bland of the Corpo
Church of Jesus Christ of Latter-day Saints, who acknowledged to me that
he signed the foregoing instrument as Authorized Agent for the Corpora-
tion of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, and that the seal impressed on the
within instrument is the seal of said corporation, and the said
acknowledged to me that the said Corporation
executed the same.
My commission expires: NOTARY PUBLIC in and for the State of
My commission expires: NOTARY PUBLIC in and for the State of STATE OF UTAH
DINO

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°59'10" West 137.50 feet; thence North 0°08'47" West 120.30 feet; thence North 89°50'10" East 137.46 feet; thence South 0°09'50" East 120.66 feet to the point of beginning. Contains 16,563.4 square feet or 0.380 acre.

### Parcel 2: (Pad.2)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 160.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°50'10" West 137.46 feet; thence North 0°08'47" West 200.00 feet; thence North 89°50'10" East 137.40 feet; thence South 0°09'50" East 200.00 feet to the point of beginning. Contains 27,486.1 square feet or 0.631

### Parcel 3: (Pad 3)

Beginning at a point which is North 0°09'50" West along the section line 223.00 feet and South 89°59'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian, and running thence South 89°59'10" West 170.00 feet; thence North 0°09'50" West 130.65 feet; thence North 89°50'10" East 170.00 feet; thence South 0°09'50" East 131.10 feet to the point of beginning. Contains 22,249.2 square feet or 0.511

#### Parcel 4: (Pad 4)

Beginning at a point which is North 0°09'50" West along the section line 647.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 110.50 feet; thence North 0°09'50" West 139.00 feet; thence North 89°50'10" East 110.50 feet; thence South 0°09'50" East 139.00 feet to the point of beginning. Contains 15,359.5 square feet or 0.353 acre.

#### Parcel 5: (Pad 5)

Beginning at a point which is North 0°09'50" West along the section line 1157.53 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 110.50 feet; thence North 0°09'50" West 129.50 feet; thence North 89°59'10" East 110.50 feet; thence South 0°09'50" East 129.21 feet to the point of beginning. Contains 14,293.7 square feet or 0.328 acre.

# Parcel 6: (South Property, Parcels)

Beginning at a point which is South 89°59'10" West along the section line 223.00 feet and North 0°09'50" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 139.50 feet; thence North 0°09'50" West 315.78 feet; thence North 89°50'10" East 139.50 feet; thence South 0°09'50" East 316.15 feet to the point of beginning. Contains 44,077.5 square feet or 1.012 acres.

ALSO: Beginning at a point which is South 89°59'10" West along the section line 500.01 feet and North 0°08'47" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 60.00 feet; thence North 0°08'47" West 323.01 feet; thence South 89°58'47" West 93.10 feet; thence North 0°09'50" West 64.90 feet; thence North 89°50'10" East 40.00 feet; thence South 0°09'50" East 5.00 feet; thence North 89°50'10" East 113.12 feet; thence South 0°08'47" East 383.30 feet to the point of beginning. Contains 28,782.1 square feet or 0.661 acre.

### Parcel 7: (Albertsons Site)

Beginning at a point which is North 0°09'50" West along the section line 354,24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26,Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 170.00 feet; thence North 0°09'50" West 2.50 feet; thence South 89°50'10" West 59.50 feet; thence North 0°09'50" West 72.88 feet; thence South 89°50'10" West 217.38 feet; thence South 0°08'47" East 5.00 feet; thence South 89°50'10" West 113.12 feet; thence North 0°09'50" West 5.00 feet; thence South 89°50'10" West 40.00 feet; thence North 0°09'50" West 200.00 feet; thence North 89°50'10" East 321.00 feet; thence North 0°09'50" West 7.12 feet; thence North 89°50'10" East 49.50 feet; thence North 0°09'50 West 60.00 feet; thence North 89°50'10" East 119.00 feet; thence South 0°09'50" East 49.50 feet; thence North 89°50'10" East 110.50 feet; thence South 0°09'50" East 293.00 feet to the point of beginning. Contains 148,003.2 square feet or 3.39 acres.

#### Parcel 8: (Retail Shops No. 1)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 360.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 137.40 feet; thence North 0°08'47" West 68.00 feet; thence North 89°50'10" East 217.38 feet; thence South 0°09'50" East 72.88 feet; thence South 89°50'10" West 80.00 feet; thence North 0°09'50" West 4.88 feet to the point of beginning. Contains 15172.9 square feet or 0.348 acre.

# Parcel 9: (Retail Shops No. 2)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 628.66 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 135.50 feet, thence North 0°09'50" West 60.00 feet; thence North 89°50'10" East 135.50 feet; thence North 0°09'50" West 7.12 feet; thence North 89°50'10" East 80.00 feet; thence South 0°09'50" East 60.00 feet; thence South 89°50'10" West 49.50 feet; thence South 0°09'50" East 7.12 feet; thence South 89°50'10" 30.50 feet to the point of beginning. Contains 1317.12 square feet or 0.302 acre.

#### Parcel 10: (West Church Parcel)

Beginning at a point which is South 89°59'10" West along the section line 653.00 feet and North 0°09'50" West 363.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°58'47" West 237.00 feet; thence North 0°09'50" West 983.63 feet; thence North 89°59'10" East 237.00 feet; thence South 0°09'50" East 983.60 feet to the point of beginning. Contains 233,116.4 Square feet or 5.352 acres.

# Parcel 13: (North Property)

Beginning at a point which is North 0°09'50" West along the section line 786.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 110.50 feet; thence South 0°09'50" East 89.50 feet; thence South 89°50'10" West 199.00 Feet; thence South 0°09'50" East 7.12 feet; thence South 89°50'10" West 135.50 feet; thence South 0°09'50" East 60.00 feet; thence South 89°50'10" West 155.00 feet; thence North 0°09'50" West 718.70 feet; thence North 89°59'10" East 600.00 feet; thence South 0°09'50" East 60.00 feet; thence South 89°59'10" West 110.50 feet; thence South 0°09'50" East 129.50 feet; thence North 89°50'10" East 110.50 feet; thence South 0°09'50" East 371.29 feet to the point of beginning. Contains 377,660.6 square feet or 8.670 acres.

#### SCHEDULE II

# Parcel 10: (West Church Parcel)

Beginning at a point which is South 89°59'10" West along the section line 653.00 feet and North 0°09'50" West 363.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°58'47" West 237.00 feet; thence North 0°09'50" West 983.63 feet; thence North 89°59'10" East 237.00 feet; thence South 0°09'50" East 983.60 feet to the point of beginning. Contains 233,116.4 Square feet or 5.352 acres.

## Parcel 11: (North Church Parcel)

Beginning on the West line of 5600 West Street at a point which is North. 0°09'50" West along the section line 1346.60 feet and South 89°59'10" West 33.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 620.00 feet; thence North 0°09'50" West 185.30 feet; thence North 89°59'10" East 620.00 feet: to the West line of said 5600 West Street; thence South 0°09'50" East along said West line 185.30 feet to the point of beginning. Contains 114,885.6 square feet or 2.637 acres.

### Parcel 12: (Storm Retention Parcel)

Beginning at a point which is South 89°59'10" West along the section line 653.00 feet and North 0°09'50" West 1346.60 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 237.00 feet; thence North 0°09'50" West 185.30 feet; thence North 89°59'10" East 237.00 feet; thence South 0°09'50" East 185.30 feet to the point of beginning. Contains 43,915.9 square feet or 1.008 acres.

#### Temporary Service Area

Beginning at a point which is South 89°59'10" West along the section line 653.00 feet and North 0°09'50" West 627.90 feet and North 89°50'10" East 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence North 0°09'50" West 125.00 feet; thence North 89°50'10" East 115.00 feet; thence South 0°09'50" East 125.00 feet; thence South 89°50'10" West 115.00 feet to the point of beginning. Contains 14,375.0 Square feet or 0.330 acre.

#### Access Easement A (a part of Phase I)

Beginning at a point which is South 89° 59'10" West along the section line 500.01 feet and North 0°08'47" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 60.00 feet; thence North 0°08'47" West 323.01 feet; thence South 89°58'47" West 93.10 feet; thence North 0°09'50" West 389.90 feet; thence North 89°50'10" East 40.00 feet; thence South 0°09'50" East 330.00 feet; thence North 89°50'10" East 113.12 feet; thence South 0°08'47" East 383.30 feet to the point of beginning. Contains 41,782.1 square feet or 0.959 acre.

# Access Easement B (a part of Phase II)

Beginning at a point which is South 89°59'10" West along the section line 653.00 feet and North 0°09'50" West 752.90 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence North 0°09'50" West 593.70 feet; thence North 89°59'10" East 600.00 feet; thence South 0°09'50" East 60.00 feet, thence South 89°59'10" West 560.00 feet; thence South 0°09'50" East 533.60 feet; thence South 89°50'10" West 40.00 feet to the point of beginning. Contains 57,345.9 square feet or 1.316 acres.

#### Access Easement C (a part of Phase I)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence North 0°09'50" West 736.60 feet; thence North 89°50'10" East 30.50 feet; thence South 0°09'50" East 600.00 feet; thence South 17°09'50" East 118.00 feet; thence South 0°09'50" East 23.93 feet; thence South 89°59'10" West 65.00 feet to the point of beginning. Contains 25,238.2 square feet or 0.579 acre.

#### Access Easement D (a part of Phase II)

Beginning at a point which is South 89°59'10" West along the section line 362.50 feet and North 0°09'50" West 776.60 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence North 0°09'50" West 510.00 feet; thence North 89°59'10" East 30.50 feet; thence South 0°09'50" East 509.92 feet; thence South 89°50'10" West 30.50 feet to the point of beginning. Contains 15,553.7 square feet or 0.357 acre.

Beginning at a point which is North 0°09'50" West along the section line 354.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 170.00 feet; thence North 0°09'50" West 2.50 feet; thence South 89°50'10" West 109.00 feet; thence North 0°09'50" West 30.00 feet; thence North 89°50'10" East 218.50 feet; thence North 0°09'50" West 2.5 feet; thence North 89°50'10" East 60.50 feet; thence South 0°09'50" East 35.00 feet to the point of beginning. Contains 8,946.25 square feet or 0.205 acre.

#### Access Easement F

Beginning at a point which is North 0°09'50" West along the section line 596.24 feet and South 89°50'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base Meridian and running thence South 89°50'10" West 60.50 feet; thence North 0°09'50" West 10.50 feet; thence South 89°50'10" West 218.50 feet; thence North 0°09'50" West 30.00 feet; thence North 89°50'10" East 138.00 feet; thence North 0°09'50" West 10.50 feet; thence North 89°50'10" East 141.00 feet; thence South 0°09'50" East 51.00 feet; to the point of beginning. Contains 10,485.75 square feet or 0.241 acre.

#### South Property Service Drive

Beginning at a point which is South 89°59'10" West along the section line 500.01 feet and North 0°08'47" West 40.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 60.00 feet; thence North 0°08'47" West 323.01 feet; thence South 89°58'47" West 93.10 feet; thence North 0°09'50" West 64.90 feet; thence North 89°50'10" East 40.00 feet; thence South 0°09'50" East 5.00 feet; thence North 89°50'10" East 113.12 feet; thence South 0°08'47" East 383.30 feet to the point of beginning. Contains 28,782.1 square feet or 0.661 acre.

#### North Property Service Drive

Beginning at a point which is North 0°09'50" West along the section line 1,286.60 feet and South 89°59'10" West 53.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 600.00 feet; thence North 0°09'50" West 60.00 feet; thence North 89°59'10" East 600.00 feet; thence South 0°09'50" East 60.00 feet to the point of beginning. Contains 35,999.9 square feet or 0.826 acre.

# 7 Foot Widening Strip along 3500 South Street

Beginning at a point on the North right-of-way line of 3500 South Street, said point being South 89°59'10" West 223.00 feet and North 0°09'50" West 33.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West along said North line 337.00 feet, thence North 0°08'47" West 7.00 feet; thence North 89°59'10" East 337.00 feet; thence South 0°09'50" East 7.00 feet to the point of beginning. Contains 2,359.0 square feet or 0.054 acre.

# 20 Foot Widening Strip along 5600 West Street Adjacent to Phase I

Beginning at a point on the West right-of-way line of 5600 West Street, said point being North 0°09'50" West 223.00 feet and South 89°59'10" West 33.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°59'10" West 20.00 feet; thence North 0°09'50" West 563.10 feet; thence North 89°50'10" East 20.00 feet; thence South 0°09'50" East 563.15 feet to the point of beginning. Contains 11,262.5 square feet or 0.259 acre.

# 20 Foot Widening Strip along 5600 West Street Adjacent to Phase II

Beginning at a point on the West right-of-way line of 5600 West Street, said point being North 0°09'50" West 786.24 feet, and South 89°50'10" West 33.00 feet from the Southeast corner of Section 26, Township 1 South, Range 2 West, Salt Lake Base and Meridian and running thence South 89°50'10" West 20.00 feet; thence North 0°09'50" West 560.50 feet; thence North 89°59'10" East 20.00 feet; thence South 0°09'50" East 560.45 feet to the point of beginning. Contains 11,209.4 square feet or 0.257 acre.

BOOK 5478 PAGE 2384



