

D78524

SAR-SETBKESMNT  
11/23/88:mmk/SYN

4715101  
16 DECEMBER 88 11:43 AM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
ASSOCIATED TITLE  
REC BY: REBECCA GRAY, DEPUTY

Handwritten initials

4715101

When recorded return to:

Scott A. Rose, Esq.  
O'Connor, Cavanagh, Anderson, Westover,  
Killingsworth & Beshears, P.A.  
One East Camelback Road  
Suite 1100  
Phoenix, Arizona 85012-1656

**SETBACK EASEMENT**

This SETBACK EASEMENT (the "Easement"), is made as of the 14th day of December, 1988, by ELDEN KINGSTON, aka ELDON KINGSTON, a married man, MARY JEAN NELSON, a married woman, and WORLD ENTERPRISES, a Nevada corporation (collectively "Grantor").

**E E C I T A L E**

A. Grantor is the owner of that certain real property located at the southeast corner of 5400 South Street and Redwood Road in Salt Lake County, Utah, shown on the site plan attached as Exhibit "A" (the "Site Plan") as Phase II and legally described on Exhibit "B".

B. The property shown on the Site Plan contains Phase Ia, Phase Ib and Phase II. Phase Ia and Phase Ib are legally described on Exhibits "C" and "D" respectively.

C. Phase Ia contains several separate parcels, one of which is shown as Parcel 2 on the Site Plan and its more particularity described on Exhibit "E" ("Parcel 2").

D. The owner of Parcel 2 intends to construct thereon a building at the location shown on the Site Plan (the "Parcel 2

2007 6089 11/28/85

Building"). The Parcel 2 Building's east wall will be constructed forty-five (45) feet from the east boundary of Parcel 2. The laws and ordinances of Salt Lake County provide that if the distance between buildings is less than sixty (60) feet, fire abatement construction methods in addition to those presently contemplated for the Parcel 2 Building (the "Additional Construction") must be undertaken with respect to such buildings.

E. The Grantor and the owner of Parcel 2 desire to avoid incurring the costs of the Additional Construction and therefore desire to establish an area on that portion of Phase II described on Exhibit "F" (the "Setback Area") in which no buildings may be constructed, so that a proper separation between the Parcel 2 Building and any building constructed on Phase II shall be maintained.

F. Concurrently with the grant of the easement set forth herein, Grantor has conveyed Phase Ia and Phase Ib to Estes Development Co., an Arizona limited partnership, who intends to develop a shopping center thereon. The grant of the easement contained herein is necessary for the development of such shopping center.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency which is hereby acknowledged, Grantor does hereby grant to Estes for the benefit of Parcel 2 the Setback Easement described below.

EASEMENT

1. Setback Easement. Grantor hereby establishes and grants to, and each other person who becomes an owner of Phase II

shall, immediately upon becoming such an owner and without further act, be deemed to have established and granted to all owners of Parcel 2, an irrevocable, exclusive easement appurtenant to Parcel 2 for open space in, over and across the Setback Area.

2. No Construction Within Setback Area. No building or other structure shall ever be constructed within the Setback Area; provided that amenities such as, without limitation, fences, walls, surface parking, landscaping, loading docks, fountains and lightposts may be constructed within the Setback Area, so long as such construction does not necessitate the Parcel 2 Owner having to perform any Additional Construction.

3. Run with the Land. The grant of easement, covenants, conditions and restrictions contained herein shall run with the land and be binding upon each and all of the owners of Parcel 2 and Phase II and all portions thereof (and upon all persons claiming under them) for a period of fifty (50) years from the date hereof. At the expiration of fifty (50) years, this instrument shall renew automatically for successive periods of ten (10) years on each such renewal unless it is terminated with the consent of all owners of Parcel 2 and Phase II and all portions hereof. The easement shall be appurtenant to Parcel 2.

4. Enforcement. The persons set forth below may prosecute any proceedings at law or in equity against any person or entity violating or attempting to violate any of the agreements, covenants, conditions and restrictions contained herein to prevent it, him or them from so doing and/or to recover damages from or on account of such violation: (a) Any owner of

Parcel 2 or portions thereof; (b) any county, city or state or subdivision thereof with jurisdiction over Parcel 2 and Phase II, but only so long as such city, county or state has a law, rule, regulation or ordinance prohibiting or imposing additional conditions on construction of buildings closer than sixty (60) feet to each other. Each such city, county or state shall be deemed a third party beneficiary of this agreement for such purpose.

5. Indemnity. Grantor and its successors and assigns in and to Phase II\* hereby indemnifies and saves and holds harmless the owner of Parcel 2 for, from and against any and all loss, costs, damages, expenses and attorneys' fees incurred by the owner of Parcel 2 on account of the breach by the Phase II Owner\*\* of any term, covenant or provision hereof.

6. Inurement. The rights, duties and obligations contained herein shall run with the land and shall be binding upon and inure to the benefit of the heirs, successors and assigns of the owners of Parcel 2 and Phase II or any portions thereof. Any person who now or hereafter owns or acquires any right, title or interest in any portion of Parcel 2 or Phase II shall conclusively be deemed to have consented and agreed to each and every provision hereof, whether or not any reference to this Grant is contained in the document or instrument by which such person acquired its interest.

7. No Merger. The ownership of Phase II by any one or more persons who are entitled to the benefits of the easement

granted herein shall not cause the termination of such easement.  
\*(but as to each of the Grantor and its successors and assigns, only as to matters arising during its respective period of ownership)  
\*\*(or its successors or assigns as to matters arising during their respective periods of ownership)

IN WITNESS WHEREOF, this Setback Easement has been executed as of this 14th day of November, 1988.

Eldon Kingston  
Elden Kingston, aka Eldon Kingston,  
a married man

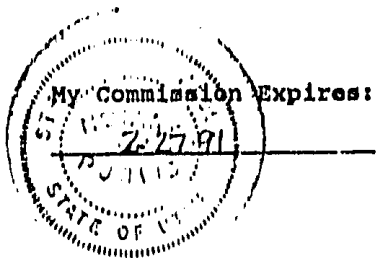
Mary Jean Nelson  
Mary Jean Nelson, a married woman

WORLD ENTERPRISES,  
a Nevada corporation

By: Eldon Kingston  
Its: President

STATE OF UTAH )  
County of SALT LAKE ) ss.

The foregoing instrument was acknowledged before me this 14th day of November, 1988, by Eldon Kingston, aka Eldon Kingston.

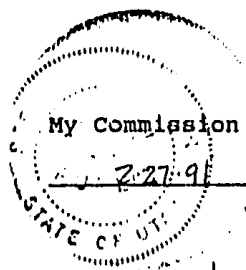


James P. Ormrod  
Notary Public  
830 E. Crestview Avenue  
Salt Lake City, Utah 84105  
Address of Notary Public

NOT 6089 no. 2849

STATE OF UTAH )  
County of SALT LAKE ) ss.

The foregoing instrument was acknowledged before me this 14th day of December, 1988, by Mary Jean Nelson.

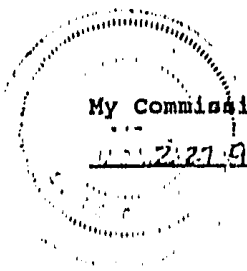


My Commission Expires: 2-27-91

Samuel Amador  
Notary Public  
Salt Lake City, Utah  
Address of Notary Public

STATE OF UTAH )  
County of SALT LAKE ) ss.

The foregoing instrument was acknowledged before me this 14th day of December, 1988, by Elden Quastan, who acknowledged himself to be the President of World Enterprises, a Nevada corporation, who executed the foregoing instrument for the purposes therein contained on behalf of the corporation.



My Commission Expires: 2-27-91

Samuel Amador  
Notary Public  
Salt Lake City, Utah  
Address of Notary Public

NOT 6089 REV 2850

EXHIBITS

- "A" - Site Plan
- "B" - Legal Description of Phase II
- "C" - Legal Description of Phase Ia
- "D" - Legal Description of Phase Ib
- "E" - Legal Description of Parcel 2
- "F" - Legal Description of Setback Area

357 6089 MS 2851

CROSSPOINTE CONDOMINIUMS

300' (089#): 2852

SOUTH 202.46' S.01°33'12"E. 175.07'

S.01°38'12"E. 40.016'

ACCESS OPENING

EAST 436.188'

(EASEMENT) ACCESS ROAD

WEST 437.331'

PHASE II  
EXISTING - UNIMPROVED  
PARCEL NO. 12

$\Delta=00^{\circ}21'17''$   
 $R=23,018.30'$   
 $L=142.526'$   
 $C=142.526'$

S.86°58'30"E. 181.100'

$\Delta=00^{\circ}34'15''$   
 $R=11,359.00'$   
 $L=113.192'$   
 $C=113.192'$

P.O.B.  
PHASE II  
PARCEL NO. 12

P.O.B.  
EASE. DESC

40.00'

40' RADIUS

NORTH 1244.921'

HOOL



100' 6089 HSE 2853

CROSSPOINTE SUBDIVISION (SINGLE

1500 West

619.596'

$\Delta = 89^{\circ}53'12''$   
 $R = 25.00'$   
 $L = 39.22'$   
 $C = 35.32'$

PHASE II  
EXISTING - UNIMPROVED  
PARCEL NO. 12

5.89'53"12"W. 416.311'

829'107'

15' EASEMENT

EAST 15.00'

PROTECTED AREA

SOUTH

634.153'

SOUTH 634.123'

5.89'53"12"

15.00'



LINE

201'

321.22'

222.12'

360'

322.5'

278.00'

TAYLORSVILLE HIGH SC

5400 South Street

A=01,08,00'  
R=11,359.00'  
L=621.189'  
C=621.121'

L=02,33,45"  
R=11,359.00'  
L=507.997'  
C=507.955'

PARCEL NO. 9  
FUTURE RETAIL  
BLDG. ENVELOPE  
8000 S.F.

PARCEL NO. 16  
FUTURE RETAIL  
BUILDING ENVELOPE  
7500 S.F.

PARCEL NO. 11  
FUTURE RETAIL BUILDING ENVELOPE  
SERIES 2  
EVALUATED

PARCEL AREA I  
FUTURE PARKING  
BUILDING ENVELOPE  
559.82'

35.00'  
1089# 2855 SERVICE ROAD

N 287° 32' 58"

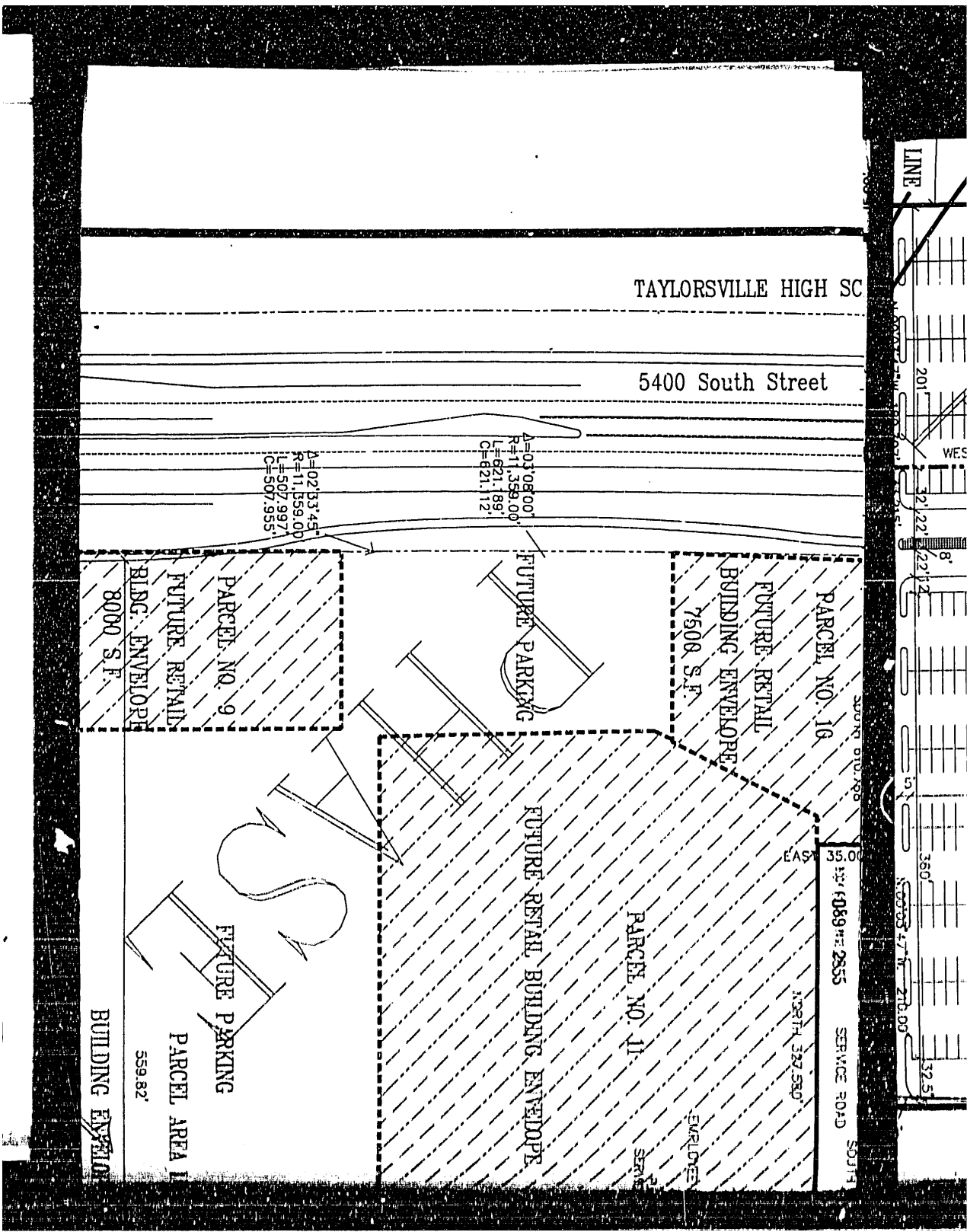
E 89° 35'

WEST

15'

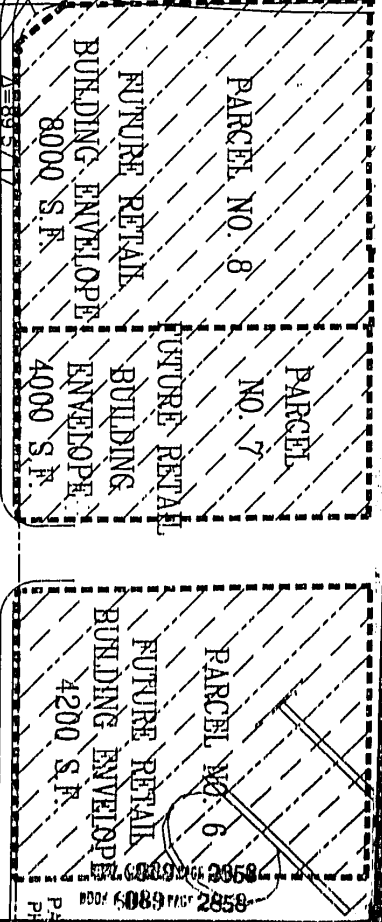
322.5'

278.00'









N. 89° 53' 30" E.  
272.100'  
SOUTH 79.851'  
L=35.341'  
R=25.00'  
L=39.25'  
C=35.341'

SECTION LINE  
BASIS OF BEARING SOUTH 00°03'47" EAST  
CORNER TO CORNER 2650'

Name \_\_\_\_\_ Date \_\_\_\_\_

No.	Revision	By	Date	Project Numbr
4	ADD 15' EASEMENT AND DIST.	DRB	11/15/88	Designat By _____
3	ADD BEARINGS AND DIST.	KVM	10/20/88	Drawn By _____
2	PARCEL XMAS PROTECT LINES	KWB	8/27/88	Checked By _____
1	NURSERY, XMAS, EMP ENVELOPES	KWB	8/24/88	



NORTH 1/4 CORNER, S. CTION 15  
TOWNSHIP 2 SOUTH, RANGE 1 WEST  
SALT LAKE BASE AND MERIDIAN

HARLONS

Redwood Road

639.373'

SOUTH 00°03'47" EAST  
CORNER TO CORNER 2650'







EXHIBIT "B"

PHASE II

Parcel No. 12

Legal Description for a Parcel of land  
located in the Southeast corner of  
5400 South and Redwood Road

A parcel of land located in the Northeast Quarter of  
Section 15, Township 2 South, Range 1 West, Salt Lake  
Meridian, being further described as follows:

BEGINNING at a point on the South right-of-way line of 5400  
South Street, said point of beginning being 100.000 feet  
South of the Center Line of said 5400 South Street, said  
point also being South 89.734 feet and East 857.916 feet,  
said point also lying on a 11359.000 foot radius curve to  
the right, bearing to radius point being South 02°27'15"  
West; thence along the arc of said curve 113.192 feet  
through a central angle of 00°34'15"; thence South  
86°58'30" East 181.100 feet to the beginning of a 23018.300  
foot radius curve to the right, bearing to radius point  
being South 03°01'30" West; thence along the arc of said  
curve 142.526 feet through a central angle of 00°21'17" to  
the West right-of-way line of 1500 West Street; thence  
South 202.460 feet; thence South 01°38'12" East 175.071  
feet; thence South 819.590 feet to the beginning of a  
25.000 radius curve to the right, bearing to radius point  
being due West; thence along the arc of said curve 39.220  
feet through a central angle of 89°53'12" to a point on the  
Northerly right-of-way line of 5600 South Street; thence  
along said Northerly right-of-way line South 89°53'13" West  
416.311 feet; thence North 1244.921 feet more or less to  
the point of beginning. Containing 12.458 acres, more or  
less. Basis of bearing being the North line of the  
Northeast quarter of said Section 15, which has a bearing  
of North 89°53'30" East.

ISS: 6089 REC 2851

EXHIBIT "C"

PHASE 1a

BEGINNING at a point that is South 00°03'47" East 639.373 feet and North 89°56'13" East 53.00 feet to the East right-of-way line of Redwood Road from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence East 585.627 feet; thence South 61.187 feet; thence East 218.585 feet; thence South 634.153 feet to the North line of 3600 South Street; thence along said right-of-way South 89°53'13" West 413.473 feet; thence North 87°49'22" West 175.140 feet; thence South 89°53'13" West 184.941 feet to a point of a 30.00 foot radius curve to the right (bearing to the center of curve bears North 00°06'47" West); thence along the arc of said curve 47.250 feet to the East right-of-way line of Redwood Road; thence North 00°03'47" West 659.903 feet to the point of beginning. Contains 543,888.3 square feet equal to 12.486 acres. Basis of bearing is from the North Quarter Corner to the Center of Section 15, which is South 00°03'47" East.

1991 6089 REC 2852

EXHIBIT "D"

PHASE 1b

BEGINNING at a point that is South 79.851 feet and East 78.068 feet to the South right-of-way line of 5400 South Street from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°53'30" East 272.00 feet to a point on a 11,359.00 foot radius curve to the right (bearing to the center of curve bears South 00°06'30" East); thence southeasterly 507.997 feet along the arc of said curve; thence South 610.768 feet; thence West 218.585 feet; thence North 61.187 feet; thence West 585.627 feet to the East line of Redwood Road; thence North 00°03'47" West 534.436 feet to a point 25.00 foot radius curve to the right (bearing to the center of curve bears North 89°56'13" East); thence northeasterly 39.250 feet to the point of beginning. Contains 461,992.5 square feet equal to 10.606 acres. Basis of bearing is from the North Quarter Corner to the Center of Section 15, which is South 00°03'47" East.

LEGAL/CROSSTOWNE ..

IN 4089112 2863

EXHIBIT "E"

Parcel 2

BEGINNING at a point that is South 00°03'47" East 873.798 feet along the section line and North 89°56'13" East 53.00 feet to the East right-of-way line of Redwood Road from the North Quarter Corner of Section 15, Township 2 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°56'13" East 190.001 feet; thence North 00°03'47" West 33.215 feet; thence East 203.990 feet; thence South 10.00 feet; thence East 175.50 feet; thence North 80.00 feet; thence East 25.761 feet; thence North 69.813 feet; thence East 208.739 feet; thence South 634.153 feet to the North right-of-way line of 5600 South Street; thence along said North right-of-way line South 89°53'13" West 413.473 feet; thence North 87°49'22" West 175.14 feet; thence South 89°53'13" West 24.966 feet; thence leaving said North right-of-way line on 5600 South; thence North 00°03'47" West 210.00 feet; thence South 89°56'13" West 190.001 feet to the East right-of-way line of Redwood Road; thence along said East right-of-way line North 00°03'47" West 42.00 feet; thence North 89°56'13" East 175.00 feet; thence North 00°03'47" West 150.00 feet; thence South 89°56'13" West 175.00 feet to the East right-of-way line of Redwood Road; thence along said East right-of-way line of Redwood Road North 00°03'47" West 53.338 feet to the point of beginning. Contains 352567.7 square feet, or 8.093 acres. Basis of bearing is from the North Quarter Corner to the Center of Section 15, which is South 00°03'47" East.

2014-08-19 2854

EXHIBIT "F"

15 FOOT EASEMENT

BEGINNING at a point that is East 857.916 feet and South 700.502 feet from the North Quarter Corner of Section 15, Township 2 South, Range 1 West Salt Lake Base and Meridian; thence East 15.000 feet; thence South 634.123 feet to the North right-of-way line of 5600 South Street; thence South 89°53'12" West 15.00 feet; thence North 634.153 feet to the point of beginning. Contains 9,512 square feet or 0.218 acres.

LEGAL/ESTES  
11/08/88

BOOK 6089 PAGE 2865