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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
LANDMARK TITLE
BY: SBM, DEPUTY - WI 10 P.

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

**KEVEN R. ROWE
Jones, Waldo, Holbrook & McDonough
170 South Main, Suite 1500
Salt Lake City, Utah 84101**

GRANT OF EASEMENTS

by

**OAKLAND ROLAND WAY, LTD.
doing business as
Country Square Shopping Center**

DATE: February 8, 2005

**LOCATION: 8600 South and 1300 East
Sandy, Utah**

GRANT OF EASEMENTS

THIS GRANT OF EASEMENTS (this "Grant") is made as of the 8th day of February, 2005, by OAKLAND ROLAND WAY, LTD., a California limited partnership, doing business as Country Square Shopping Center ("Declarant").

R E C I T A L S

A. Declarant is the Owner of that certain real property located on the Northwest corner of 8600 South and 1300 East, City of Sandy, County of Salt Lake, State of Utah as more particularly described on Exhibit A and depicted on Exhibit B, each attached hereto (the "Shopping Center"), which property is developed as a retail shopping center comprising multiple lots (each, a "Lot"); and

B. To facilitate the operation of the Lots as an integrated shopping center, Declarant desires to grant certain easements for access, parking, installation of utilities and such other purposes as are specified herein over, across, under, and through each Lot for the benefit of each other Lot.

1. DEFINITIONS. As used herein, the following terms shall have the meanings given them below:

1.1 "Common Area" - All real property within the Shopping Center upon which buildings are not from time to time located or in the process of construction.

1.2 "Owner" - Declarant and any other person or entity having fee record title to any Lot in the Shopping Center and their respective assigns, grantees, and successors in interest.

1.3 "Utilities" - all utility services serving any Lot in the Shopping Center, including, without limitation, gas, electricity, storm and sanitary sewer, domestic water, fire sprinkler water, irrigation water and telephone services.

2. GRANT OF EASEMENTS.

2.1 Ingress, Egress and Parking. Each Owner, with respect to its Lot, hereby grants to each other Owner as grantee, for the benefit of each other Owner, and for the use of the Owners and their respective tenants, employees, agents, customers and invitees of such tenants, and for the benefit of each Lot owned by such grantee and as a burden on the grantor's Lot, a non-exclusive easement appurtenant to each grantee's Lot for the purpose of ingress and egress by vehicular and pedestrian traffic and for vehicular parking upon, over, across and through the Common Area within grantor's Lot. The foregoing shall not create any rights in any parties other than the Owners.

2.2 Utility Lines.

(a) Each Owner, as grantor with respect to its Lot, hereby grants to each other Owner as grantee, for the benefit of each other Owner and its Lot, non-exclusive easements appurtenant to the Lot owned by the grantee, under, through and across the Common Area of the Lot owned by the grantor for the installation, maintenance, repair and replacement of water drainage systems or structures, water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, gas mains and other facilities for Utilities necessary for the orderly development and operation of the Common Area and each building in the Shopping Center; provided, the rights granted pursuant to such easements shall at all times be exercised in such manner as to cause the least interference with the normal operation of the Shopping Center; and provided further, except in an emergency, the right of any Owner to enter upon the Lot of another Owner for the exercise of any right pursuant to such easements shall be conditioned upon obtaining the prior written consent of such other Owner, which consent shall not unreasonably be withheld. All such systems, structures, mains, sewers, conduits, lines and other facilities for Utilities shall be installed and maintained below the surface or ground level of such easements. In the event an Owner deems it necessary to cause the installation of a storm drain, electric line, sewer or other Utility line or facility across the Common Area of any other Owner's Lot, such other Owner shall grant such additional easements as may reasonably be required; provided, in no event shall such installation be permitted if it would unreasonably interfere with the normal operation of any business in the Shopping Center; and provided further, the Owner making or causing such installation shall, at its expense, completely restore all Common Area improvements and surfaces disrupted as a result of such installation.

(b) Each Owner shall have the right to relocate any Utility line or facility installed on such Owner's Lot pursuant to the easement granted herein, at such Owner's own expense, provided that (i) all applicable governmental requirements are satisfied, (ii) such relocation does not unreasonably interfere with or disrupt the use of such Utility line or facility by the grantee or substantially impair the value of the easement granted herein to the grantee; and (iii) reasonable prior notice of such relocation shall have been given to the grantee.

(c) In the event it should be necessary to grant any of the foregoing easements and rights to local utility companies as a condition of their providing or continuing service, such rights shall be granted so long as the Owners required to execute such instruments deem the terms and conditions of such a grant to be acceptable.

2.3 Building Encroachments. Each Owner, with respect to its Lot, hereby grants to each other Owner for the benefit of such other Owner's Lot, an easement for any portion of any building or structures on any Lot which may encroach onto or over an adjoining Lot; provided, the easement for footings, piers, piles, grade beams, canopies, eaves, roof overhangs and building encroachments granted herein shall not exceed five (5) feet; and provided further, the encroachment easement shall not extend to encroachments which are intentional or which

materially and adversely affect the location, orientation, design or construction of buildings to be constructed on the Building Area of the Lot upon which the encroachment has taken place, unless first approved in writing by the Owner of the affected Lot. The easement granted herein shall last so long as the building of which such encroachment is a part is standing, and in the event this Declaration expires first, the easement shall survive such expiration.

3. DURATION

The easements granted herein shall remain in full force and effect in perpetuity, and shall be a burden on each Lot for the benefit of each other Lot in the Shopping Center, and every sale or lease of a Lot shall be subject to the easements granted herein.

4. GENERAL PROVISIONS

4.1 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Shopping Center to the general public or for any public purposes whatsoever, it being the intention of the Declarant that this Grant shall be strictly limited to and for the purposes herein expressed.

4.2 No Merger. Notwithstanding the fact that two or more Lots in the Shopping Center may be owned by the same person or entity, the doctrine of merger shall not apply to extinguish or invalidate the easements granted herein.

4.3 Attorneys' Fees. In the event legal proceedings are brought or commenced to enforce any of the terms of this Declaration against any Owner or other person with an interest in the Shopping Center, the successful party in such action shall be entitled to receive and shall receive from the defaulting Owner, a reasonable sum as attorneys' fees and costs, to be fixed by the court in the same action.

4.4 Severability. If any term or provision of this Grant or the application of it to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Grant or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each term and provision of this Grant shall be valid and shall be enforced to the extent permitted by law.

4.5 Captions. The captions in this Grant are for convenience only and do not constitute a part of the provisions hereof.

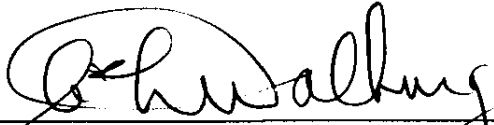
4.6 Not a Partnership. The provisions of this Grant are not intended to create, nor shall they be in any way interpreted to create, a joint venture, a partnership, or any other similar relationship between the Owners.

4.7 Governing Law. This Grant shall be construed and enforced in accordance with, and governed by, the law of the State of Utah.

4.8 No Presumption. This Grant shall be interpreted and construed only by the contents hereof and there shall be no presumption or standard of construction in favor of or against Declarant or any other Owner.


IN WITNESS WHEREOF, this Grant of Easements has been executed as of the date first above written.

OAKLAND ROLAND WAY, LTD.,
a California limited partnership

By: 
Al Walburg, General Partner

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

The foregoing instrument was acknowledged before me this 8th day of February, 2005, by Al Walburg, the General Partner of Oakland Roland Way, Ltd., a California limited partnership.


NOTARY PUBLIC
Residing at: Sandy, Utah

My Commission Expires:
6-22-08

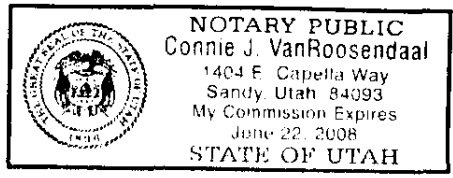


Exhibit A

Legal Description of the Shopping Center

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Legal Description of the Shopping Center

BEGINNING at a point on the East line of the WARE SUBDIVISION NO. 1 recorded with the Salt Lake County Recorder's Office, said point being on the West right of way line of 1300 East Street and said point also being North 00°10'10" East 39.86 feet and North 89°49'50" West 50.00 feet from the Southeast corner of Section 32, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 89°59'10" West along North right of way line of 8600 South Street and South line of WARE SUBDIVISION NO. 1 655.00 feet; thence North 00°10'10" East 478.08 feet; thence North 30°46'20" East 102.21 feet to a point on the South right of way line of 8505 South Street and a point of curvature; thence Northeasterly along a non-tangent arc of a 220.13 foot radius curve to the left and said South right of way line of 8505 South Street through a central angle of 13°16'17" a distance of 50.99 feet (center bears North 13°19'26" East); thence South 89°59'10" East along said South right of way line of 8505 South Street 552.42 feet to a point on the said West right of way line of 1300 East Street, said point also being on the East line of the WARE SUBDIVISION NO. 1; thence South 00°10'10" West along said West right of way line of 1300 East Street and along the said East line of the WARE SUBDIVISION NO. 1 560.00 feet to the point of BEGINNING.

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[FOR REFERENCE PURPOSES ONLY: Tax Parcel No. 22-32-477-017]

Exhibit B
Site Plan of the Shopping Center

Exhibit B

Site Plan of the Shopping Center

