

17-3

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

The Krasnove Law Firm
Torrance West Executive Plaza
3838 Carson Street, Suite 210
Torrance, California 90503
Attention: Edward Krasnove, Esq.

8388089
10/17/2002 12:20 PM 45.00
Book - 8666 Pg - 8473-8489
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
METRO NATIONAL TITLE
BY: ZJM, DEPUTY - WI 17 P.

8388089

**AGREEMENT REGARDING EASEMENTS,
COVENANTS AND RESTRICTIONS**

This AGREEMENT REGARDING EASEMENTS, COVENANTS AND RESTRICTIONS (the "Agreement") is made as of the 16th day of October, 2002 the "Effective Date") by and between JORDAN LANDING, LLC, a Delaware limited liability company ("DEVELOPER") and SEARS, ROEBUCK AND CO., a New York corporation ("Sears").

WITNESSETH:

WHEREAS, Developer is the fee owner of certain real property located in the City of West Jordan, Utah and described in Exhibit A-1 attached hereto and made a part hereof and shown on the Site Plan attached hereto as Exhibit B and made a part hereof (the "Developer Tract").

WHEREAS, Sears is the fee or beneficial owner of certain real property located in the City of West Jordan, Utah and described in Exhibit A-2 attached hereto and made a part hereof and shown on Exhibit B (the "Sears Tract").

WHEREAS, the Developer Tract is part of a larger parcel constituting a portion of the Jordan Landing Plaza (the "Shopping Center").

WHEREAS, Sears has developed or will develop on the Sears Tract a one level retail department store building of approximately 211,000 square feet, including a garden center and auto service facility (the "Sears Store"), and sidewalk areas, a dock receiving area, and a parking field.

WHEREAS, in connection the the development of the Sears Tract, the parties desire to enter into an agreement regarding the grant of certain easements, covenants and use restrictions.

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Developer and Sears hereby agree as follows:

1. Defined Terms

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Capitalized terms used but not defined in this Agreement shall have the meanings ascribed to them in that certain Supplemental Agreement dated as of October __, 2002 between Jordan Landing II LLC, a Delaware limited liability company, and Sears.

2. Signage

The parties agree that Sears shall have the right, at Sears sole cost and expense, to place and maintain a sign in the top position on the fifty foot (50') pylon sign located at the southeast corner of the Shopping Center at the location shown therefor on Exhibit B as "P-2", of the approximate design and size as shown on Exhibit C, attached hereto and by this reference made a part hereof (the "Fifty Foot Pylon Sign"), and to place and maintain a sign on the twenty foot (20') pylon sign at the location shown therefor on Exhibit B as "P-1", of the approximate design and size as shown on Exhibit C (the "Twenty Foot Pylon Sign"). Subject to Developer's reasonable approval, Sears shall have the further right to place and maintain a sign on the monument sign at the location shown therefor as "Monument Sign" on Exhibit B (the "Monument Sign"). In addition, Developer shall use commercially reasonable efforts to obtain permission for Developer to construct a monument sign at the location shown on Exhibit B as the "Canal Sign", upon which sign, if constructed, Sears shall have the right, at Sears sole cost and expense to place and maintain a sign in the top position. If Developer is unsuccessful in obtaining such permission, then Developer shall permit Sears to have a sign on the monument sign shown on Exhibit B as the "Alternative Sears Monument Sign". Developer shall be responsible for constructing, repairing and maintaining the Fifty Foot Pylon Sign, the Twenty Foot Pylon Sign and the Monument Sign, as well as the Canal Sign or the Alternative Sears Monument Sign, as applicable. Notwithstanding the foregoing, each party with the right to maintain signage on any of the signs described above (including, without limitation, Sears) or other signs shall be responsible, at the sole cost and expense of such party, for paying all costs associated with the fabrication, installation and maintenance of such party's signs (which costs shall not constitute a sign cost pursuant to following paragraph), and any personal property taxes attributable to the sign of such party.

Sears shall be responsible for paying to Developer sixteen and 67/100 percent (16.67%) of the reasonable cost incurred in connection with the construction of the Fifty Foot Pylon Sign and and twenty percent (20%) of the reasonable cost incurred in connection with the construction of the Twenty Foot Pylon Sign, which percentage payments are agreed to equal Twelve Thousand Sixty Seven and No/100 Dollars (\$12,067.00) for the Fifty Foot Pylon Sign, and Five Thousand Nine Hundred Forty and No/100 Dollars (\$5,940.00) for the Twenty Foot Pylon Sign. Sears shall also be responsible for paying to Developer sixteen and 67/100 percent (16.67%) of the reasonable cost incurred in connection with operating, repairing and maintaining the Fifty Foot Pylon Sign, and twenty percent (20%) of the reasonable cost incurred in connection with operating, repairing and maintaining the Twenty Foot Pylon Sign, the Monument Sign and either the Canal Sign or the Alternative Sears Monument Sign, as applicable, in a good, operating and slightly condition (in each case, "Sears Pro Rata Share"). Sears Pro Rata Share shall also include the cost of providing electricity to the Fifty Foot Pylon Sign, the Twenty Foot Pylon Sign, the Monument Sign and either the Canal Sign or the Alternative Sears Monument Sign, and the premium for a commercial general liability insurance policy on the Fifty Foot Pylon Sign, the Twenty Foot Pylon Sign, the Monument Sign and either the Canal Sign or the Alternative Sears Monument Sign, in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence, which shall name Sears as an insured party. At least every six (6) months, but no more frequently than once a month, Developer shall send to Sears a statement setting forth the actual cost and expenses paid by Developer for the operation and maintenance of the Fifty Foot Pylon Sign, the Twenty Foot Pylon Sign, the Monument Sign and either the Canal Sign or the Alternative Sears Monument Sign, along with a calculation of Sears' Pro Rata Share of such costs and such supporting documentation as Sears may reasonably request. Subject to Sears right to question and confirm the appropriateness of such costs and the accuracy of the calculations, Sears shall pay all such statements within ten (10) business days of receipt.

3. Grant of Easements

(a) Each party, as grantor, hereby grants to the other parties, as grantees, and to the agents, customers, invitees, tenants and employees of the grantees a nonexclusive easement on, over, through and across the portions of their respective Tracts set aside for such

BK 8666 PG 84 79

purposes, for roadways, walkways, pedestrian and vehicular ingress to, egress from one Tract to the other and adjoining streets and driveways. Notwithstanding the foregoing, each of the parties shall have exclusive control over their respective Tracts, and each party may, at any time, and from time to time, change the size, shape, location, number and extent of any improvements on its Tract, and eliminate, add or relocate any improvements to any portion of its Tract, and may add land to and/or withdraw land from its Tract, provided that the Sears Tract shall at all times maintain a parking ratio of at least five (5) parking spaces, and driveways and footways incidental thereto, for each 1,000 square feet of improved floor area on the Sears Tract, and, in any event, not less than such greater number of spaces, if any, as may be required by any applicable governmental regulation, code, special use or other zoning permit, and the Shopping Center shall at all times contain at least five (5) parking spaces and driveways and footways incidental thereto, for each 1,000 square feet of improved floor area in the Shopping Center (except that the parking required for the Cinemark Cinema shall be at least 1,500 parking spaces) and, in any event, not less than such greater number of spaces, if any, as may be required by any applicable governmental regulation, code, special use or other zoning permit.

(b) Developer, as grantor, hereby grants to Sears, as grantee, and to the agents, and the employees of Sears a nonexclusive easement on, over, through and across the Developer Tract for the construction, installation, operation, maintenance, repair, removal, and replacement of the Sears sign on the Twenty Foot Pylon Sign the Monument Sign and either the Canal Sign or the Alternative Sears Monument Sign, as applicable.

(c) Developer, as grantor hereby grants to Sears, as grantee and to the agents, and the employees of Sears an access easement for the purposes of deliveries to the Sears Store, and other purposes reasonably related thereto, at the location designated on Exhibit B-2 as the "Sears Truck Access Easement Area". Sears, as grantor hereby grants to Developer, as grantee and to the agents, and the employees of Developer an access easement for the purposes of deliveries to any improvements constructed on the Developer Tract and other activities reasonably related thereto, at the location designated on Exhibit B as the "Developer Truck Access Easement Area".

(d) Sears, as grantor, hereby grants to Developer, as grantee, and to the agents, and the employees of Developer a nonexclusive easement on, over, through and across the Sears Tract for the construction, installation, operation, maintenance, repair, removal, and replacement of the Fifty Foot (50') Pylon Sign and the pylon sign presently located upon the Sears Tract at the location shown on Exhibit B as "P-3".

(e) Sears agrees to maintain a perpetual set back area (the "Set Back Restriction") over and across only that portion of the Sears Tract described on Exhibit A-3 and delineated on Exhibit B-1 as "Side Yard Set Back Area" (the "Set Back Area"), which Set Back Restriction is intended to benefit and be appurtenant to the Developer Tract. Sears shall not erect a permanent building structure within the Set Back Area, but Sears shall be free to utilize such Set Back Area for any other purpose, including, but not limited to, the installation, construction, repair, replacement or removal of a roof overhang and non-building structures such as parking, fencing, utilities, curbing, lighting, landscaping and other similar improvements. Sears reserves to itself the right to fully use the surface of and subsurface of the Sears Tract within the Set Back Area, except as expressly prohibited by this Section. If no permanent improvements are constructed on the Developer Tract within five (5) years after the date of this Agreement, Sears shall have the right to give notice to the owner of the Developer Tract of its intent to terminate the Set Back Restriction. If no permanent improvements are thereafter constructed on the Developer Tract within three (3) years after the date of such notice from Sears, then the Set Back Restriction shall terminate and Sears shall be authorized to unilaterally record an instrument so declaring the termination of the Set Back Restriction against the Sears Tract and the Developer Tract. Notwithstanding the foregoing, if at any time during the period described above, any permanent improvements are constructed on the Developer Tract, the Set Back Restriction shall be perpetual and not subject to termination by Sears.

(f) The parties shall reasonably cooperate in the granting of appropriate and proper easements for the installation, repair and replacement of storm drains, sewers, utilities and other proper services necessary for the orderly development and operation of each of the Tracts.

(g) Each grantee of an easement granted under this Section 3 shall indemnify, defend and hold the grantor harmless from any cost or expense incurred in connection with or as a result of the exercise of the easement granted, unless occasioned by the active negligence or willful misconduct of the grantor. The easements granted in this Section 3 shall remain in

existence so long as the Sears Store (or any restoration or replacement thereof during the term of this Agreement) remains in existence.

4. Use Restrictions

(a) Sears covenants and agrees that so long as Lowes HIW Inc., a Washington corporation ("**Lowes**") or any affiliate of Lowes is the user of the parcel of land identified on Exhibit B as the "**Lowes Tract**" and operating therein as a Lowes store (including temporary closures for repair or remodeling), no portion of the Sears Tract may be used for the following purposes:

(i) A hardware store containing more than five thousand (5,000) square feet of leassable floor area;

(ii) A retail and/or warehouse home improvement center, lumber yard, building materials supply center or design center similar to those operated by Lowes, Home Depot, Villager's Hardware, 84 Lumber, Wicke's, Hughes Lumber, McCoy's, Home Base, Menard's Sears Hardware, Sutherlands, Orchard Supply, Expo Design Centers, Great Indoors and Payless Cashways; and

(iii) The height of any building constructed on the Sears Tract shall be restricted to forty (40) feet plus architectural elements.

(b) The Easements with Covenants and Restrictions Affecting Land dated June 15, 2000, and recorded on November 29, 2000 as Entry 7769817, Book 8404, Page No. 4015-4030 of the Official Records (the "**Wal-Mart ECR**"), imposes certain use restrictions on the Sears Tract, including, but not limited to, a provision which provides that as long as Wal-Mart Stores Inc., a Delaware corporation, or any affiliate of Wal-Mart Stores Inc ("**Wal-Mart**"), is the owner of the parcel of land identified on Exhibit B as the "**Wal-Mart Tract**" and operating therein as Wal-Mart, Wal-Mart Super Center, Sam's Club or Sam's Store (including temporary closures for repair and remodeling) no space in or portion of the Sears Tract may be leased or occupied by or conveyed to any other party for use as a pharmacy. The parties acknowledge that the Sears Tract is subject to the Wal-Mart ECR, except that the northerly portion of the Sears Tract as shown on Exhibit B-3 is not subject to the Wal-Mart ECR.

5. Sears Approval Rights

Sears acknowledges that Developer intends to either sell or lease all or a portion of the Developer Tract for use as a retail store or stores and related improvements. All work to be performed in connection with the development of the Developer Tract (the "**Work**") shall be subject to the following terms and conditions: All dumpsters, including construction dumpsters to be located on the Developer Tract shall be adequately screened from view from the Sears Tract. Solely with respect to the exterior of the proposed building or buildings to be located on the Developer Tract facing south (the "**Facing Wall**"), Sears shall have the right to approve the height, configuration and exterior design and color, including exterior architectural treatment (collectively, the "**Sears Approval Items**"). Sears shall approve the architectural treatment of the Facing Wall of such building or buildings if: (a) it is compatible with the architectural treatment for the balance of the Shopping Center, or, (b) the occupant of such building is a national or regional retailer that occupies at least 25,000 square feet of improved floor area in such building, and such architectural treatment is consistent with the architectural theme used by such national or regional tenant. Sears shall approve the height of the building or buildings on the Developer Tract if it is not in excess of forty feet (40') plus architectural elements. If Sears disapproves any of the Sears Approval Items, Developer shall call a meeting to resolve any objection to the Sears Approval Items. Developer and Sears agree to cooperate in an attempt to reach a final resolution of any such dispute within thirty (30) days after Sears notice to Developer of Sears disapproval of the request from Developer for such approval.

6. Maintenance of Tracts

Each of the parties covenants and agrees to maintain, at no cost or expense to any other party, its Tract in good condition and repair in the manner required by the Declaration and/or the

Wal-Mart ECR, whichever document encumbers the respective Tracts of the parties, except for and subject to the terms of the Private Access Easement recorded June 28, 2001 as Entry No. 7936063, in Book 2001P, at Page 182 of the Official Records. In addition, each of the parties shall maintain the insurance required by whichever document encumbers the respective Tracts of the parties and shall indemnify, defend and hold the other party harmless from any cost or expense incurred in connection with the use and operation of its Tract, unless occasioned by the active negligence or willful misconduct of the other party.

7. Execution in Counterparts

This Agreement, and any written instrument modifying or amending the same, may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.

8. Successors and Assigns; Covenants Running With the Land; No Third Party Beneficiary

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. It is intended and agreed that the covenants set forth herein shall run with the land and that they shall be binding on the parties hereto, their successors and assigns, and all future owners of the property affected hereby, to the fullest extent permitted by law and equity. The provisions of this Agreement are for the exclusive benefit of the parties hereto, and their respective successors and assigns, and are not for the benefit of any third person.

9. Modifications and Amendments

Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the party against whom enforcement of the change, amendment, modification, waiver or discharge is sought.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Utah.

11. No Partnership

Nothing contained in this Agreement nor any acts of the parties hereto shall be construed to make Sears and Developer partners or joint venturers, to create the relationship of principal and agent or of any association between the parties or to render any of such parties liable for the debts or obligations of the other.

12. Waiver, No Election of Remedies

No delay or omission by either party to exercise any right or power accruing upon any non-compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. One or more waivers by either of the parties hereto of any of the covenants, conditions, agreements or other provisions hereof to be performed by the other party shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, agreements or other provisions herein contained. Except to the extent expressly provided to the contrary herein, nothing contained in this Agreement shall be deemed to constitute a waiver of any right granted to either party hereto under the Agreement or an election of remedies under the Purchase Contract or this Agreement. A waiver must be in writing to be effective and shall only affect any default or cover any period of time expressly specified in such waiver.

13. Exhibits

The exhibits referred to herein are hereby incorporated herein by reference and made a part hereof as fully as if set forth in full herein.

14. Effective Date

The effective date of this Agreement shall be the date set forth in the Preamble.

15. Notices

All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed given on the next business day after deposited with a nationally recognized overnight courier service for guaranteed next business day delivery, if addressed as follows:

If to Developer: JORDAN LANDING L.L.C.
c/o Russell W. Grosse Development Co., Inc.
5850 Avenida Encinas, Suite A
Carlsbad, California 92008
Attn: Russell W. Grosse

With a copy to: The Krasnove Law Firm
3838 Carson Street, Suite 210
Torrance, California 90503
Attn: Edward Krasnove, Esq.

If to Sears: Sears, Roebuck and Co.
3333 Beverly Road
Hoffman Estates, Illinois 60179
Attn: Vice President
Real Estate

With a Copy to: Sears, Roebuck and Co.
3333 Beverly Road
Hoffman Estates, Illinois 60179
Attn: Vice President, Law
Real Estate

or to such other address as the parties may from time to time designate by notice in the manner required herein.

16. Enforcement Costs

In the event legal action is instituted by any party to enforce the terms of this Agreement or arising out of the breach of any covenant or condition contained in this Agreement, the party not prevailing in such action or proceeding shall reimburse the prevailing party for its actual and reasonable attorneys' fees, and all fees, costs and expenses incurred in connection with such action or proceeding, including, without limitation, any post-judgment fees, costs or expenses incurred on any appeal or in collection of any judgment.

17. Enforceability

If any provision of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement (or the application of such provision to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

18. Consent

Whenever in this Agreement the consent or approval of a party is required, the party required to give its consent or approval will act promptly and will not unreasonably withhold, condition or delay its consent or approval.

19. Term

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

JORDAN LANDING, L.L.C.
a Delaware limited liability company

By: JL Project, LLC
A Utah limited liability company
Manager of Jordan Landing, L.L.C.

By: Russell W. Grosse Development Co., Inc.,
a California corporation
Manager of JL Project, LLC

By: *Russell W. Grosse*
Russell W. Grosse, CEO

SEARS, ROEBUCK AND CO.,
a New York corporation

By: *Gregory L. Kerfoot*
Name: Gregory L. Kerfoot
Its: Vice President
Research and Planning



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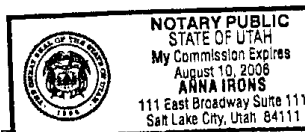
ACKNOWLEDGEMENT

STATE OF ~~CALIFORNIA~~)
 UTAH) ss.
COUNTY OF SALT LAKE)

On October 16, 2002 before me, Anna Irons, Notary Public, personally appeared RUSSELL W. GROSSE, personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument, the person(s) or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Anna Irons*



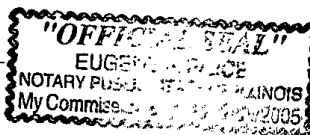
ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF DUPAGE)

On 10/15/02, before me, Eugene J. Filice, Notary Public, personally appeared Gregory L. Kerfoot, V.B., personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument, the person(s) or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature *E. Filice*



(SEAL)

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Exhibit A-1

Developer Tract

LOT LINE ADJUSTMENT - REMAINDER LOT 38 PARCEL DESC.

BEGINNING AT A POINT NORTH $00^{\circ}19'39''$ EAST 167.24 FEET FROM THE CENTER QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH RANGE 1 WEST, SLB&M; AND RUNNING THENCE NORTH $89^{\circ}39'09''$ WEST 503.72 FEET; THENCE NORTH $00^{\circ}20'51''$ EAST 100.00 FEET; THENCE NORTH $89^{\circ}39'09''$ WEST 134.69 FEET TO THE WEST BOUNDARY LINE OF LOT 38, JORDAN LANDING PLAZA SUBDIVISION; THENCE ALONG SAID WEST BOUNDARY LINE OF LOT 38 NORTH $00^{\circ}19'58''$ EAST 125.35 FEET TO THE NORTH BOUNDARY LINE OF SAID LOT 38, JORDAN LANDING PLAZA SUBDIVISION; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID LOT 38 THE FOLLOWING (4) FOUR COURSES: SOUTH $89^{\circ}40'07''$ EAST 30.00 FEET TO A POINT OF CURVATURE, AND ALONG THE ARC OF SAID 228.50 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF $13^{\circ}58'29''$ A DISTANCE OF 55.73 FEET TO A POINT ON A REVERSE CURVE, AND ALONG THE ARC OF A 499.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF $13^{\circ}58'33''$ A DISTANCE OF 48.66 FEET, AND SOUTH $89^{\circ}40'02''$ EAST 505.04 FEET TO THE NORTHEAST CORNER OF LOT 38, JORDAN LANDING PLAZA SUBDIVISION; THENCE SOUTH $00^{\circ}19'39''$ WEST ALONG SAID EAST BOUNDARY OF SAID LOT 38 AND QUARTER SECTION LINE 238.18 FEET TO THE POINT OF BEGINNING.

CONTAINS: 137,482 SQ FT OR 3.156 ACRES.

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EXHIBIT A-2

LEGAL DESCRIPTION OF SEARS TRACT

SEARS, JORDAN LANDING (PROPOSED LEGAL DESCRIPTION)

9-20-2002
REV. 10/01/2002
REV. 10/03/2002

BEGINNING AT A POINT ON THE EAST LINE OF LOT 38, JORDAN LANDING PLAZA SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING THE CENTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 00°20'06" WEST ALONG SAID QUARTER SECTION LINE 680.29 FEET TO THE EAST LINE OF LOT 3 OF THE AMENDMENT TO JORDAN LANDING II FINAL PLAT SUBDIVISION AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER; THENCE SOUTH 89°53'11" EAST ALONG SAID EAST LINE OF SAID LOT 3, 59.41 FEET; THENCE SOUTH 00°20'49" WEST ALONG SAID EAST LINE OF SAID LOT 3, 54.43 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 3 THE FOLLOWING (5) COURSES: NORTH 89°39'11" WEST 525.93 FEET AND SOUTH 00°20'49" WEST 88.57 FEET AND NORTH 89°39'10" WEST 217.07 FEET TO THE POINT OF CURVATURE AND NORTHWESTERLY ALONG THE ARC OF A 300.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 12°42'34", A DISTANCE OF 66.55 FEET AND NORTH 76°56'37" WEST 84.99 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTHEASTERLY ALONG THE WEST LINE OF SAID LOT 3 THE FOLLOWING (3) COURSES: NORTH 13°03'23" EAST 680.44 (680.42 PLAT) FEET TO THE POINT OF CURVATURE AND NORTHEASTERLY ALONG THE ARC OF A 500.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10°47'29", A DISTANCE OF 94.17 FEET TO A POINT OF CURVATURE, SAID POINT BEING ON THE SOUTH LINE OF SAID JORDAN LANDING PLAZA SUBDIVISION; THENCE CONTINUING ALONG THE ARC OF SAID 500.00 RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°55'16", A DISTANCE OF 16.77 FEET; THENCE NORTH 00°19'58" EAST 290.36 FEET; THENCE SOUTH 89°39'09" EAST 166.69 FEET; THENCE SOUTH 00°20'51" WEST 100.00 FEET; THENCE SOUTH 89°39'09" EAST 503.72 FEET TO THE EAST LINE OF SAID LOT 38; THENCE SOUTH 00°19'39" WEST ALONG SAID EAST OF SAID LOT 38, 167.24 FEET TO THE POINT OF BEGINNING.

CONTAINS: 703,471 SQ. FT. OR 16.150 ACRES.

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**Exhibit A-3
Side Yard Easement**

**DESCRIPTION (PART OF LOT 38 & 37 JORDAN LANDING PLAZA
SUBDIVISION) 10/16/2002**

BEGINNING AT A POINT ON THE EAST BOUNDARY LINE OF JORDAN LANDING PLAZA SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER, SAID POINT BEING NORTH 07°46'07" EAST ALONG THE QUARTER SECTION LINE 52.46 FEET FROM THE CENTER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE NORTH 07°46'07" EAST ALONG SAID EAST BOUNDARY LINE 115.00 FEET; THENCE NORTH 82°13'00" WEST 503.72 FEET; THENCE NORTH 07°47'00" EAST 100.00 FEET; THENCE NORTH 82°13'00" WEST 166.69 FEET TO THE CENTERLINE OF PLAZA CENTER DRIVE OF SAID JORDAN LANDING PLAZA SUBDIVISION; THENCE SOUTH 07°46'07" WEST ALONG SAID CENTERLINE 115.00 FEET; THENCE SOUTH 82°13'00" EAST 51.62 FEET; THENCE SOUTH 07°46'07" WEST 100.00 FEET; THENCE SOUTH 82°13'00" EAST 211.77 FEET; THENCE NORTH 07°46'07" EAST 7.00 FEET; THENCE SOUTH 82°13'00" EAST 249.00 FEET; THENCE SOUTH 07°46'07" WEST 7.00 FEET; THENCE SOUTH 82°13'00" EAST 158.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 1.994 ACRES

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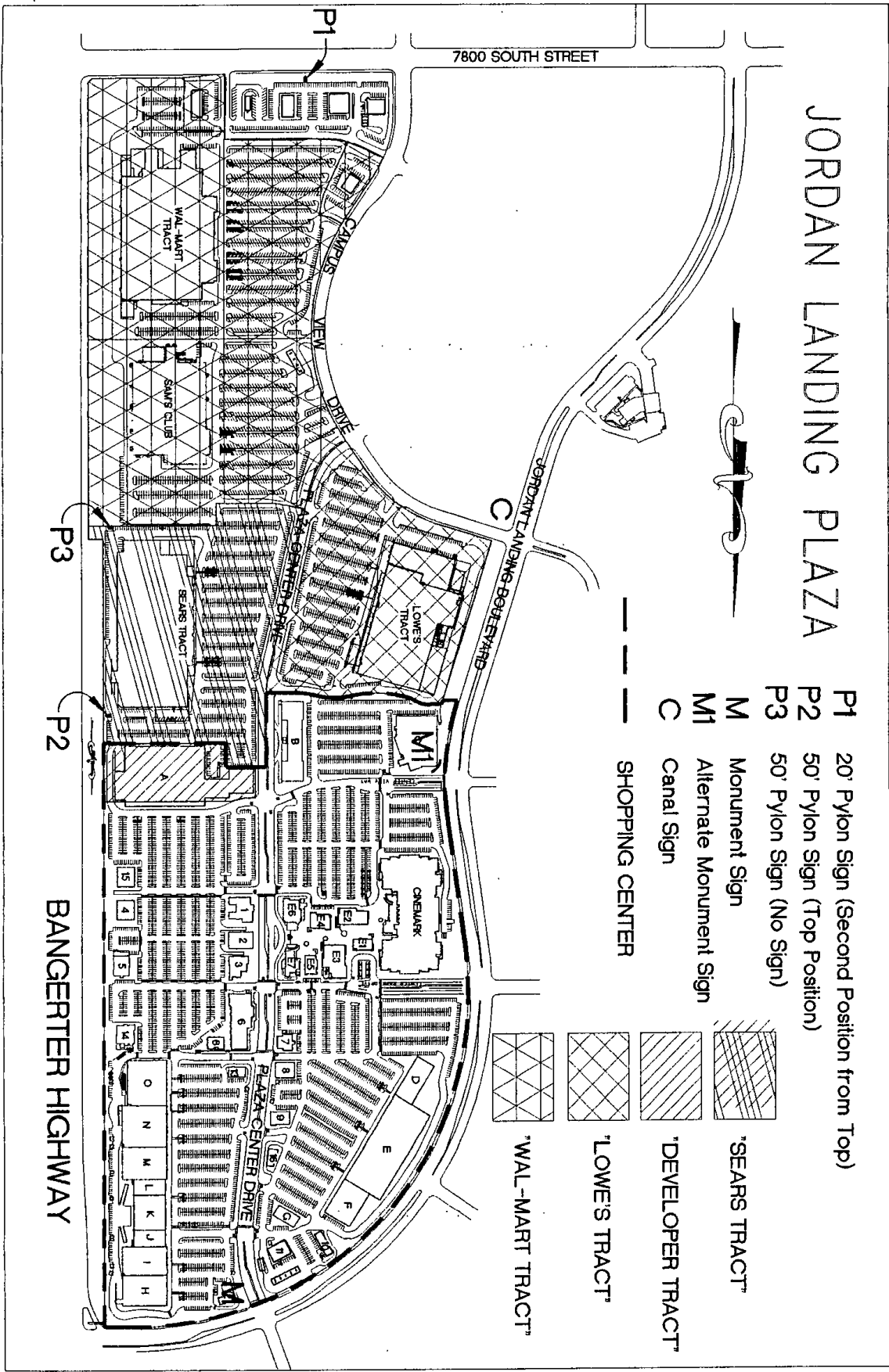


Exhibit "B"

Easements, Covenants and Restrictions

Date 10-14-02

BK 8666 PG 8484

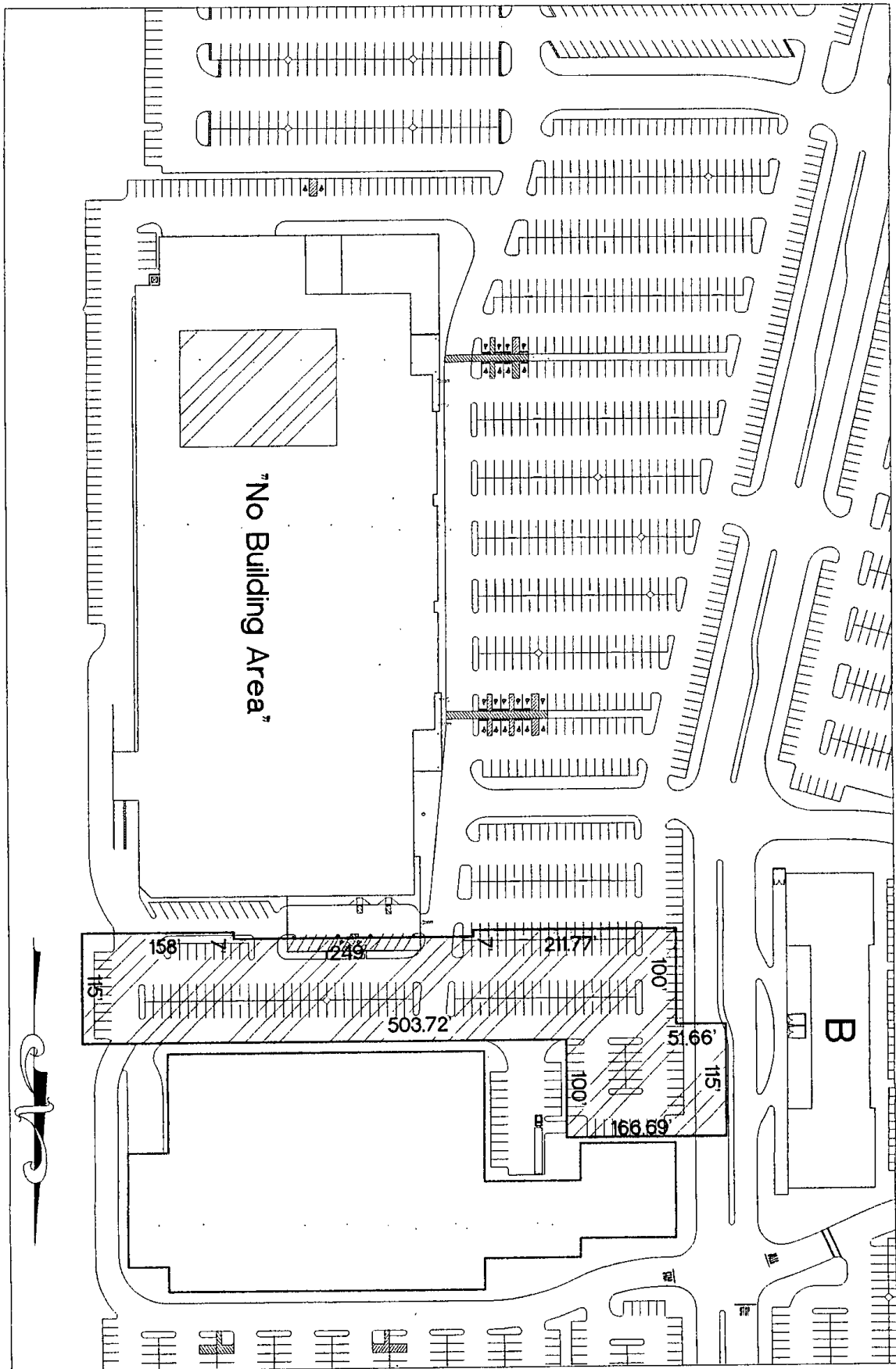


Exhibit "B-1"
 Easements, Covenants and Restrictions

Date 10-14-02

BK 8666 PG 8485

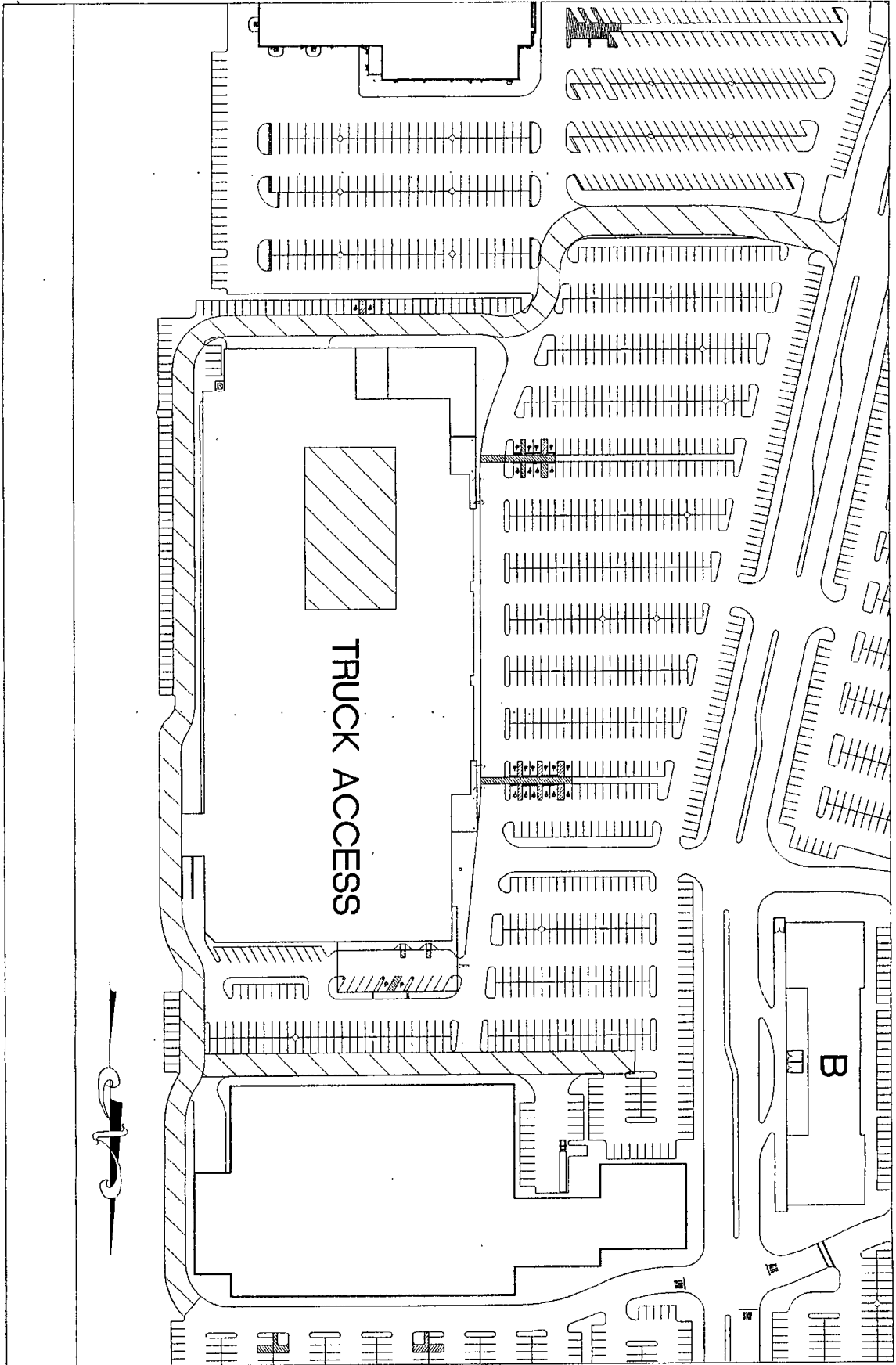


Exhibit "B-2"

Easements, Covenants and Restrictions

Date 10-14-02

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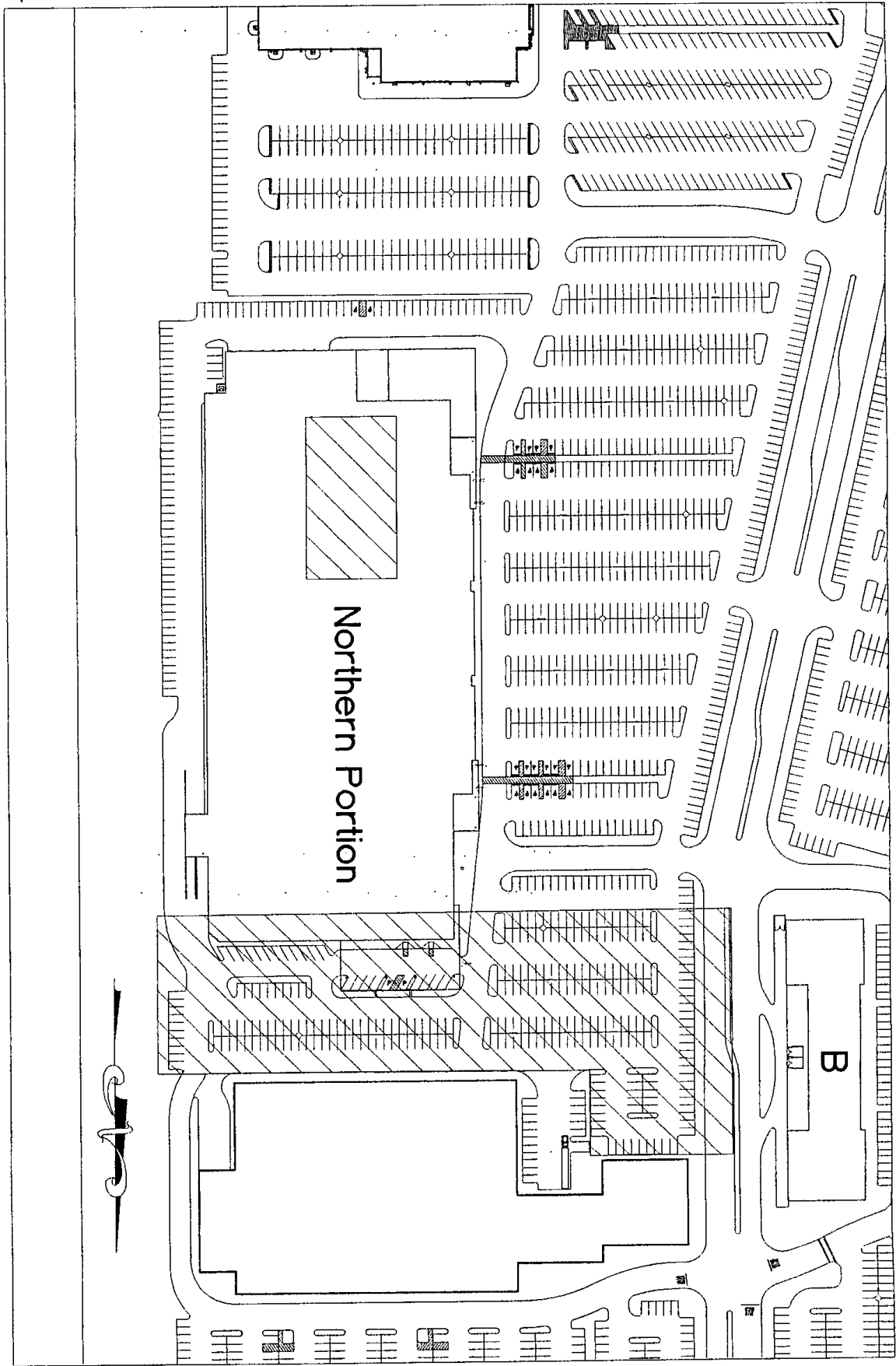
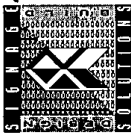


Exhibit "B-3"
Easements Covenants and Restrictions

Date 10-14-02

BK8666PG8487



ITEM PAGE 1.1

P2.2

Sign Type

Quantity SCALE

(1) EA. 1/8" = 1'-0"

PAGE DESCRIPTION

ELEVATION & DETAIL

STATUS

Permits & approvals

REV.	DATE	BY
1	6/16/01	TC
2	12/20/01	
3	12/20/01	
4	12/21/01	
5	7-2-02	

DESIGNER SALES

TC CD

JOB NO. DATE

01-3856 6-19-01

PROJECT

Jordan Landing

Utah

All steel, fabric, components, and other materials to be provided by the fabricator. The fabricator shall be responsible for obtaining all necessary permits and approvals for use on site in connection with this project. The fabricator shall be responsible for obtaining all necessary permits and approvals for use on site in connection with this project. The fabricator shall be responsible for obtaining all necessary permits and approvals for use on site in connection with this project.

SIGNAGE SOLUTIONS

PSALM 127:1
1336 ALLEC STREET
ANAHEIM, CA. 92805
714-941-1439
FAX 491-0439

P2.2 PROJECT HIGHWAY PYLON - 50' (EXISTING)

Double sided fabricated pylon with dryvit finish. Project identification to be neon illuminated letters. Sunset Logo to have scotch print face with #2793 red trimcap and returns. Jordan Landing to have white plex faces 3-M royal blue returns and trim cap.

QUANTITY: (1)

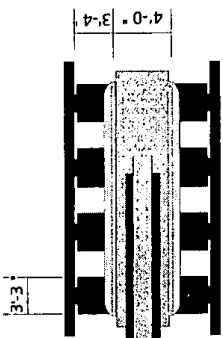
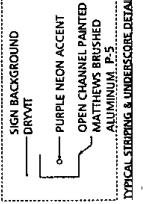
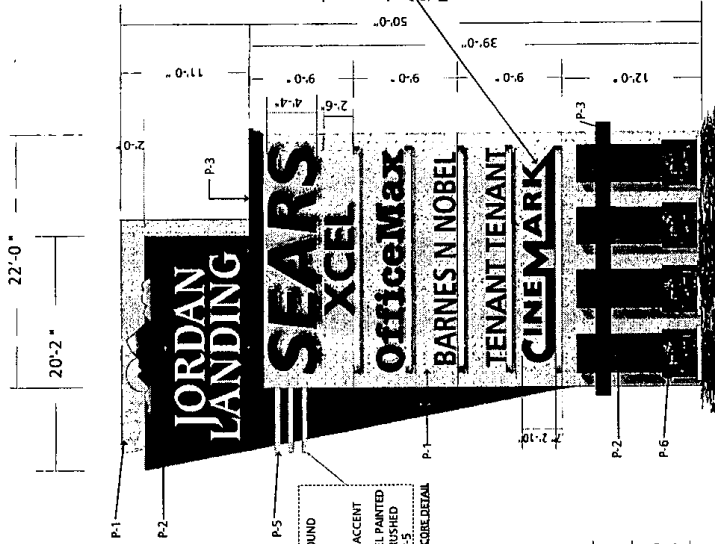
SIGN AREA: 50' maximum height. Tenant sign area Sq. Ft. Maximum. Project I. D. Sign area Sq. Ft. Maximum.

TYPE FACE: Custom tenant logotype/ name with Owner approval.

COLORS: See Color Schedule

PAINT SCHEDULE:

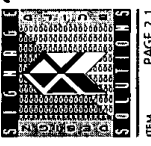
- P-1** Frazee Staghorn #8731W
- P-2** Frazee Bark Mulch #8734M
- P-3** To match 3-M royal blue
- P-4** Frazee Desert Tumbleweed #8723M
- P-5** Matthews Brushed Aluminum
- P-6** Faux Slate or Ana Sacks calibrated slate 12"x12" medici with Nutmeg Brown Grout.



SCALE: 1/8" = 1'-0"

PLAN VIEW SCALE: 1/8" = 1'-0"

BK 86669988



ITEM PAGE 2.1

SIGN TYPE
Pylon
QUANTITY SCALE
3/8" = 1'-0"
PAGE DESCRIPTION

STATUS

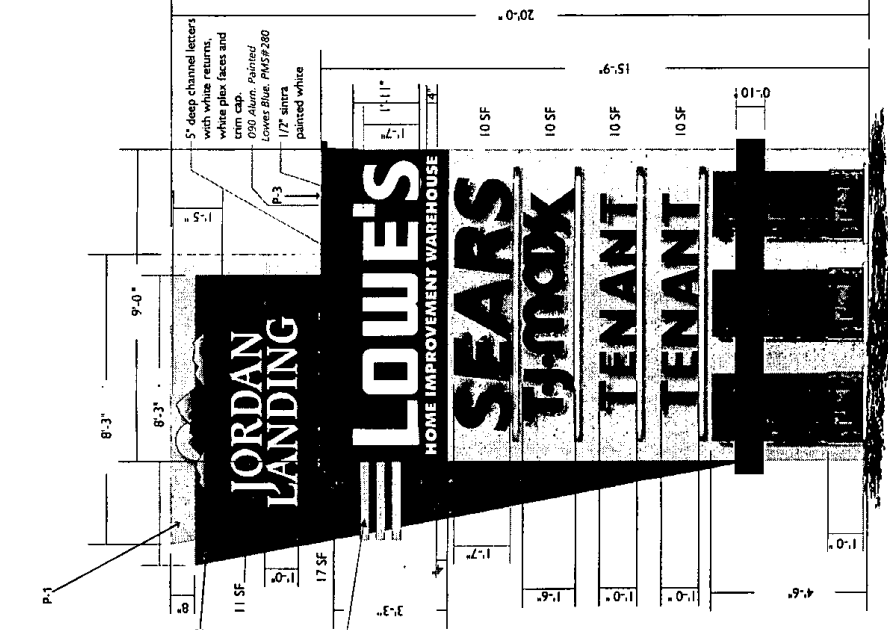
Permits & Approvals

REV.	DATE	BY
1	7-17-01	TC
2	9-18-01	TC
3	12-20-01	
4	6-10-02	

DESIGNER SALES
TC CD
JOB NO. DATE
01-3856 6-19-01
PROJECT
Jordan Landing
Utah

All fees, design, computer, and other related or represented by the drawings are the responsibility of the client. The client shall be responsible for obtaining all necessary permits and approvals. The client shall be responsible for obtaining all necessary permits and approvals. The client shall be responsible for obtaining all necessary permits and approvals.

SIGNAGE SOLUTIONS
1336 ALLEG STREET
ANAHEIM, CA. 92805
714-991-0299
P.A.#91-0499



5" deep channel letters with white returns, white plex faces and 090 Alum. Painted Lowes Blue. PMS#280 1/2" spira painted white

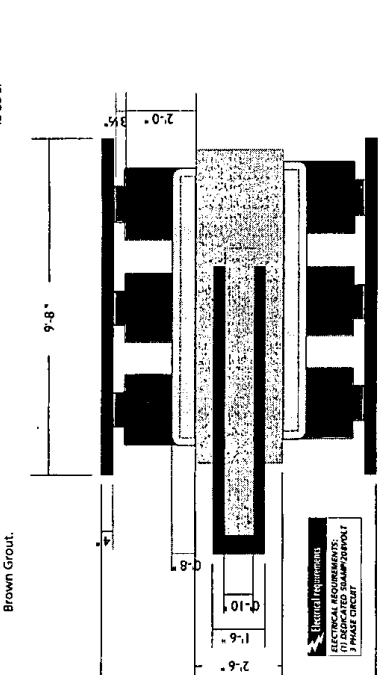
JORDAN LANDING SIGN AREA IS 11 SF
TOTAL SIGN COPY IS 68 SF

TENANT SIGN AREA IS 57 SF MAX.
JORDAN LANDING SIGN AREA IS 11 SF
TOTAL SIGN COPY IS 68 SF

P.2 PROJECT/ TENANT PYLON
Double sided fabricated pylon with dovrit finish. Project identification to be neon illuminated letters. Sunset Logo to have scotch print face with #2793 red trimcap and returns. Jordan Landing to have white plex faces 3-M royal blue returns and trim cap. Add 1/2" wide royal blue outline around letters.

QUANTITY: (1)
SIGN AREA: 20' maximum height. Tenant sign area 50 Sq. Ft. Maximum. Project I. D. Sign area 24 Sq. Ft. Maximum. Total sign area proposed is 74 Sq. Ft.
TYPE FACE: Custom tenant logotype/ name with Owner approval.

PAINT SCHEDULE:
P.1 Frazee Staghorn #8731W
P.2 Frazee Bark Mulch #8734M
P.3 To match 3-M Royal Blue #230-87
P.4 Frazee Desert Tumbleweed #8723M
P.5 Matthews Brushed Aluminum
P.6 Faux Slate or Ana Sacks calibrated slate 12"x12" medici with Nutmeg Brown Grout.



20' maximum height. Tenant sign area 57 Sq. Ft. Maximum. Project I. D. Sign area 18 Sq. Ft. Maximum. Total sign area proposed is 75 Sq. Ft. SCALE: 3/8" = 1'-0"

EXHIBIT "C"
PAGE 2 of 2

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