

When Recorded please mail to:  
McDonald's Corporation  
Real Estate Legal Department - Attn: MR. William Blanco  
One McDonald's Plaza  
Oak Brook, Illinois 60521  
WEST JORDAN, UTAH  
9000 South & 1300 West  
L/C: 043-0138

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05/28/96 11:42 AM 53.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
FIRST AMERICAN TITLE  
REC BY: B GRAY DEPUTY - WI

6367248

### MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, dated this 14th day of May, 1996, is between JTR PAXTON 90-13, L.C., a Utah limited liability company (the "LANDLORD"), whose address is 2157 South Highland Drive, Suite 200, Salt Lake City, Utah 84106, Attn: John Thackeray and McDONALD'S CORPORATION, a Delaware corporation (the "TENANT"), whose principal place of business is located at One McDonald's Plaza, Oak Brook, Illinois 60521 and JTR NINETY-THIRTEEN, L.C., a Utah limited liability company, whose address is 2157 South Highland Drive SLC. Utah 84106 (the "Third Party Grantor").

LANDLORD hereby leases to TENANT the demised premises with improvements and appurtenant easements, if any, in the City of West Jordan, County of Salt Lake, State of Utah, described in Exhibit A attached and made a part of this Memorandum of Lease.

1. TERM: TO HAVE AND TO HOLD for a term commencing on April 1, 1996 and ending twenty years from the date when a McDonald's Restaurant constructed on the demised premises opens for business.

2. OPTION TO EXTEND: LANDLORD grants to TENANT the option to extend the term of the lease at the expiration of the original term for successive periods aggregating 10 years.

3. EASEMENTS: Landlord and Third Party Grantor hereby grant to Tenant certain non-exclusive easements during the term of the Lease and any extensions, for ingress, egress, sanitary sewer and drainage which affect the leasehold premises and certain adjacent property, pursuant to the terms and conditions as set forth in the Lease Addendum, attached to the Lease, a copy of said Lease Addendum is attached hereto and made a part hereof.

4. MEMORANDUM: The rentals to be paid by TENANT and all of the obligations and rights of LANDLORD and TENANT are set forth in the Ground Lease dated September 12, 1995 executed by the parties. This instrument is merely a Memorandum of the Lease and is subject to all of its terms, conditions and provisions. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall prevail as between the parties. This Memorandum is binding upon and shall inure to the benefit of the heirs, successors, assigns, executors and administrators of the parties.

BK 7408PC0583

To indicate their agreement to the above, the parties or their authorized representatives or officers have signed this document.

LANDLORD:  
JTR PAXTON 90-13, L.C.

Its

TENANT: McDONALD'S CORPORATION

Catherine A. Griffin  
Department Director



THIRD PARTY GRANTOR:  
JTR NINETY-THIRTEEN, L.C.

Its:

(ATTACH ACKNOWLEDGMENT OF SIGNATURES AND EXHIBIT A)

Prepared by and Return to:

William Blanco  
Real Estate Legal Department  
McDONALD'S CORPORATION  
One McDonald's Plaza  
Oak Brook, Illinois 60521

**ACKNOWLEDGMENT - McDONALD'S**  
(No attestation required)

STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF DUPAGE )

I, **Rosemary Flanigan**, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that **Catherine A. Griffin, Department Director** of McDonald's Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Department Director appeared before me this day in person and acknowledged that she signed, sealed and delivered the said instrument as her free and voluntary act as such Department Director and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 14th day of May, 1996.

*Rosemary Flanigan*  
Notary Public  
**Rosemary Flanigan**

My commission expires November 3, 1998.



**ACKNOWLEDGMENT - CORPORATE**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ of \_\_\_\_\_, a(n) \_\_\_\_\_ corporation, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such officer appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such officer and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

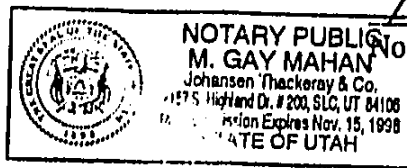
Given under my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Notary Public My commission expires \_\_\_\_\_.

BK 7408PE0585

State of Utah )  
 )ss.  
COUNTY of Salt Lake )

On the 22<sup>nd</sup> day of May, 1996 personally appeared before me John R. Thackeray who being duly sworn did say, for himself, that he is the member/manager of JTR PAXTON 90-13, L.C. a Utah Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and duly acknowledged to me that said Limited Liability Company executed the same.

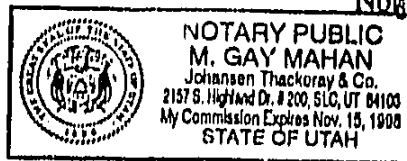


*M. Gay Mahan*  
Notary Public

My Commission Expires:  
11-15-98

State of Utah )  
 )ss  
County of Salt Lake )

On the 22<sup>nd</sup> day of May, 1996 personally appeared before me John R. Thackeray who being duly sworn did say, for himself that he is the member/manager of JTR NINETY-THIRTEEN, L.C., a Utah Limited Liability Company and that the within and foregoing instrument was signed on behalf of said Limited Liability Company by authority of its Articles of Organization and duly acknowledged to me that said Limited Liability Company executed the same.



*M. Gay Mahan*  
Notary Public

My Commission Expires:  
11-15-98

BK 7408PG0586

WEST JORDAN, UTAH

Parcel 1:

Beginning on the South line of 9000 South Street at a point that is N89°58'03"E along the monument line 250.00 feet and S0°01'25"W 33.00 feet from the County monument at the West Quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian, from which monument the County monument at the Southwest corner of said Section 2 bears S0°01'25"W (basis of bearing); thence along said South line of 9000 South Street N89°58'03"E 165.00 feet; thence S0°01'25"W 250.00 feet; thence S89°58'03"W 165.00 feet; thence N0°01'25"E 250.00 feet to the point of beginning. Contains 41,250 square feet or 0.9470 acre.

Together with non-exclusive easements for ingress, egress, sanitary sewer and drainage over the adjacent property owned by Landlord and/or Third Party Grantor, all as described in the Lease Addendum attached hereto and made a part hereof, together comprising the Demised Premises.

EXHIBIT A

BK 7408PG0587

WEST JORDAN, UTAH  
9000 South 1300 West  
L/C: 043-0136

## LEASE ADDENDUM

THIS ADDENDUM is attached to and forms a part of that certain Lease dated September 12, 1995 between JTR Paxton 90-13, L.C., a Utah limited liability company; ("Landlord"); and McDonald's Corporation, a Delaware Corporation ("Tenant"), and JTR Ninety-Thirteen, L.C. ("Third Party Grantor"), having received consideration, the receipt and adequacy of which is hereby acknowledged, joins in the execution of this Addendum as a Third Party Grantor and owner of Parcel 3 and a portion of Parcel 4 granting easement rights and accepting obligations described herein.

### 1. DESCRIPTION OF PROPERTY

A. Under the terms of this Lease, Landlord leases to Tenant the real property with improvements and appurtenant easements, if any, described as "Parcel 1" in Exhibit A attached.

B. Parcels 1,3,4, prior to the creation of the easement Parcels are shown on the plan/diagram attached as Exhibit B. Parcel 1 along with the following described easements are collectively referred to in this Lease as "Demised Premises." The parties agree to execute an Amendment incorporating the exact legal description of the Demised Premises based upon the certified survey provided for in the Lease.

C. Third Party Grantor owns the property contiguous to Parcel 1 shown on Exhibit B attached as "Parcel 3." and a portion of "Parcel 4". Third Party Grantor represents that all of the land owned by it contiguous to Parcel 1, shown as Parcel 3 is legally described on Exhibit D and shown as Parcel 4 is legally described on Exhibit E attached hereto.

D. Landlord and Third Party Grantor wish to grant and Tenant wishes to receive a nonexclusive easement for construction, installation and maintenance of an access drive for ingress, egress, surface drainage, utilities, and lighting facilities over, under and upon a portion of Parcel 3 shown on Exhibit C as Parcel 2B and upon a portion of Parcel 4 shown on Exhibit C as Parcel 2A and the entire easement consisting of both Parcels 2A & 2B (collectively referred to herein as Parcel 2) is legally described herein as "Parcel 2" on Exhibit F attached hereto.

E. Landlord and Third Party Grantor wish to grant and Tenant wishes to receive a nonexclusive easement for the construction, installation, and maintenance of a utility easement for sanitary sewer lines over under and upon the Northernmost fifteen (15') feet of Parcel 3 extending from Parcel 1 to 1300 West is herein referred to as "Parcel 5", on Exhibit "C" and is legally described on Exhibit G attached.

### 2. EASEMENT FOR INGRESS AND EGRESS

Third Party Grantor grants and conveys to Tenant a non-exclusive easement during the term of Tenant's lease and any extensions or renewals thereof, for vehicular and pedestrian

ingress and egress, to and from Parcel 1, appurtenant to Parcel 1, over, upon and across Parcel 2 as described in above paragraph 1D, and the Third Party Grantor reserves, a perpetual, non-exclusive easement, appurtenant to Parcel 2, for the use and benefit of the Third Party Grantor and its tenants, successors and assigns, for the purpose of vehicular and pedestrian ingress and egress, over and upon the driveway, access ways, entrances and exits, as such area shall, from time to time, be developed, altered or modified on Parcel 2.

### 3. CONSTRUCTION UPON PARCEL 2

Third Party Grantor, hereby grants to Tenant a license coupled with an interest appurtenant to Parcel 1, to enter upon and use all of those portions of Parcel 3 and Parcel 4 as may be reasonably necessary for Tenant to construct a driveway upon Parcel 2.

The driveway to be constructed shall be at least twenty four (24.00') feet in width upon Parcel 2A and twenty seven (27.00') feet upon Parcel 2B. Which shall include all appropriate or required additional width for flares or radii at the curb cut for the driveway approach with curb and gutter. Third Party Grantor also grants to Tenant the right to construct and install within three (3.00') feet on the North side of such driveway within Parcel 2B shall be used for installing lighting facilities and utilities to light the driveway and to provide appropriate directional signs (such driveway, curb and gutter, surface drainage, lighting facilities and utilities, optional storm sewer, and directional signs are referred to collectively herein as the "1300 Driveway").

### 4. PURPOSE OF DRIVEWAY

The purpose of the driveway shall be to connect Parcel 1 with 1300 West Street for ingress/egress during the entire term of this Lease and any extension, or renewal thereof, for the benefit of the Tenant, its invitees, licensees, assigns, subtenants and patrons, in common with all other tenants of Parcel 3 and Parcel 4.

### 5. RELOCATION OF DRIVEWAY 1300

The Third party Grantor shall have the right to relocate the 1300 Driveway pursuant to the terms of this Addendum. However, if the Third Party Grantor fails to provide an alternative location for the 1300 Driveway by notice to Tenant within thirty (30) days after the date of final execution of the Lease, the initial 1300 Driveway will be built in the area shown as Parcel 2 on Exhibit C ("the "Initial 1300 Driveway"). Any alternative location for the Initial 1300 Driveway or any subsequent 1300 Driveway shall be mutually determined based upon discussions by Landlord, Third Party Grantor, and Tenant, subject to approval by the city of West Jordan.

### 6. REIMBURSEMENT OF CONSTRUCTION COST

Tenant shall install such Initial 1300 Driveway at its own expense in accordance with the Lease. Landlord shall reimburse Tenant for 75% of all costs incurred by Tenant in connection with construction of the 1300 Driveway within fourteen (14) days after Landlord or Third Party Grantor sells or leases all or any part of Parcel 3 or Parcel 4 or any contiguous or adjacent property owned by Landlord or Third Party Grantor, or allows any other persons to occupy or do business with access to Parcel 2 or any such areas.

## 7. RELOCATION OF DRIVEWAY 1300

After Tenant installs the 1300 Driveway, the Third Party Grantor shall have the right to move that part of the 1300 Driveway shown as Parcel 2B on Exhibit C to another location on Parcel 3 provided that the following conditions are satisfied:

- (i) Landlord has reimbursed Tenant for 75% of the costs incurred by Tenant in constructing the Initial 1300 Driveway in accordance with Article 6 above; and
- (ii) Landlord and / or Third Party Grantor pays for 100% of the cost of changing and moving the 1300 Driveway; and
- (iii) The changed 1300 Driveway includes a driveway at least Twenty seven (27.00') feet wide (with appropriate or required additional width for flares or radii at the curb cut for the driveway approach) and connects Parcel 1 and Parcel 2A with 1300 West Street, and includes all appropriate lighting and directional signs, all of which are of at least the same quality and specifications as the Initial 1300 Driveway; and
- (iv) The relocation of 1300 Driveway will not unduly interrupt or interfere with Tenant's operations on Parcel 1, or access to Parcel 1 in the transition from replacing the Initial 1300 Driveway with the replacement 1300 Driveway; and
- (v) The replacement 1300 Driveway shall be relocated to a location that is unencumbered by liens of any nature that may result in a foreclosure and or forfeiture of the underlying property upon which the replacement driveway is relocated, specifically including but not limited to; mortgage liens, trust deeds, reversionary interests, unless a Non-Disturbance Agreement is obtained in accordance with paragraph 2E of this addendum.

No other material changes may be made to the Initial 1300 Driveway or to any such replacement 1300 Driveway without Tenant's prior written consent, which shall not be unreasonably withheld or delayed.

## 8. SANITARY SEWER EASEMENT:

Landlord and Third Party Grantor hereby grant to Tenant a non-exclusive easement, appurtenant to Parcel 1, to use Parcel 5 as shown on Exhibit "C" for the installation, maintenance and repair of a sanitary sewer line.

## 9. DRAINAGE EASEMENT:

Third Party Grantor hereby grants to Tenant a non-exclusive easement, appurtenant to Parcels 1 and 2, over, upon and across Parcel 3, for the purpose of draining any and all surface water runoff from Parcel 1 and the 1300 Driveway and the improvements which may, from time to time, be located on thereon onto Parcel 3. In lieu of tapping into the storm sewer lines on Parcel 3, Tenant may, at its option, surface drain the surface water from the 1300 Driveway onto Parcel 3.



## 10. EASEMENT TO BECOME PERPETUAL

All easements granted herein shall remain effective throughout the term of Tenants lease and any extension or renewal thereof.

In the event that Tenant acquires fee title to the Demised Premises pursuant to the terms of this Lease, the easements in this Lease shall become perpetual. In such event, Landlord and Third party Grantor agree to deliver to Tenant at closing, a recordable document to convey such easements.

## 11. TITLE REQUIREMENTS

The title insurance requirements contained in the Lease shall apply to this Addendum and these easements, and Landlord, Third Party Grantor and Tenant agree to cooperate to obtain non-disturbance agreements, consents, waivers and other agreements from lienholders, mortgagees, tenants and any other party with superior rights that might interfere with the rights, duties and obligations contemplated by this addendum.

## 12. MAINTENANCE OF DRIVEWAY

### A. WHO MAINTAINS:

During the term of this Lease and any extensions, after construction of the Initial 1300 Driveway by Tenant, Tenant shall maintain and repair the Initial 1300 Driveway at its own expense in good condition and repair until one of the following events shall occur:

(i) Landlord or Third Party Grantor sells or leases any portion of Parcel 3, Parcel 4, or any property contiguous or adjacent to Parcels 1 or 2 currently owned by Landlord or the Third Party Grantor, or allows any other persons to occupy or do business on Parcel 3, Parcel 4 or any other areas contiguous or adjacent to Parcels 3 or 4 (which parties are granted the right to use Parcel 2); or

(ii) Landlord or Third Party Grantor constructs the replacement 1300 Driveway, or

(iii) approval for development or permits for construction to be performed upon Parcel 3 or Parcel 4 are granted or issued,

Upon the happening of [(i) or (ii) or (iii)] and thereafter during the term of the Lease and any extensions, Landlord and/or Third Party Grantor shall maintain the Initial 1300 Driveway and any replacement 1300 Driveway in good condition and repair.

### B. STANDARDS FOR MAINTENANCE:

The obligation to maintain any 1300 Driveway in good condition and repair shall, without limiting the generality, include the following:

(1) Maintaining the surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or of similar quality, use and durability; and

(2) Removing all papers, debris, snow, ice, filth and refuse and thoroughly sweeping the areas to the extent reasonably necessary to keep the areas in a neat, clean and orderly condition; and

(3) Placing, keeping in repair and replacing any necessary appropriate direction signs, markers and lines; and operating, keeping in repair and replacing, when necessary, such artificial lighting facilities as shall be reasonably required.

#### C. MAINTENANCE EXPENSE:

During any period of time when Landlord is required to maintain the Initial 1300 Driveway or any replacement 1300 Driveway, Tenant shall pay a share of the expense of maintaining and repairing the 1300 Driveway, which share shall be a prorata percentage based upon the square footage of the Tenant's lot in proportion to the square footage of all other lots that are developed and useable on Parcels 3 and 4 and are granted the right of access to the 1300 Driveway by Landlord or Third Party Grantor. Tenant shall pay its share of the expense yearly within fifteen (15) days after receipt of a statement from Landlord, certified correct by Landlord in reasonable detail, setting forth all the costs expended by Landlord and or Third Party Beneficiary during the preceding calendar year. Such costs shall be limited to the following: repairs, resurfacing, lot lighting, cleaning, striping, and premiums on insurance policies required herein.

#### D. AUDIT RIGHTS:

Tenant shall have the right to examine the books and records of Landlord and or Third Party Grantor which ever party shall be responsible for said maintenance and the accounting for same, within 60 days after receiving Landlord's statement. In the event there is a discrepancy of more than 5% in the maintenance costs set forth in Landlord's statement, Tenant shall have the right to adjust its share accordingly and pay the lesser amount, and Landlord shall reimburse Tenant for the cost of the audit.

#### E. REMEDIES

In the event that Landlord and or Third Party Grantor fails, after 10 days prior written notice, to repair and maintain the 1300 Driveway, when Landlord or Third Party Grantor is required to do so, or to reimburse Tenant for the costs of the 1300 Driveway, when required herein, Tenant may, at its option, cure any such defaults and / or deduct its costs (less Tenant's share of such costs, if any) from rental subsequently accruing.

#### F. INSURANCE

Notwithstanding the above, it is specifically understood and agreed that when Landlord and or Third Party Grantor is obligated to maintain the Initial 1300 Driveway or any replacement 1300 Driveway, Tenant shall have no obligation or liability whatsoever in connection with the ownership, maintenance or management of the 1300 Driveway involved, and that Landlord and or Third Party Grantor shall manage, operate and maintain the 1300 Driveway or cause such to be done on its behalf, and that Landlord, Third Party Grantor, or its nominee, shall provide and maintain, at its cost and expense, during the entire term of this Lease, and as it may be extended, an insurance policy or policies which will insure Tenant against injury to persons occurring in, on or about the 1300 Driveway. The liability under such insurance shall

be not less than One Million Dollars (\$1,000,000.00) for any one accident and One Hundred Thousand Dollars (\$100,000.00) for property damage. Landlord or Third Party Grantor shall cause to be issued to Tenant proper certificates of insurance evidencing that the above covenants of the Landlord and Third Party Grantor have been complied with, and such certificates shall provide that if the underlying insurance is canceled or changed during the policy period, the insurance carrier will notify the Tenant at least twenty (20) days prior to such cancellation or change.

### 13. USE OF EASEMENT AREAS

Tenant will have the right of ingress and egress across the easement parcels for any purpose granted and such ingress egress and drainage will be exercised in a reasonable manner. Where Tenant's facilities have been installed, no trees, permanent buildings or other structures shall be placed in or allowed to encroach upon the easements, and no change of grade elevation or any excavation shall be performed without prior written approval of Tenant, which approval shall not be unreasonably withheld. However, the easement areas may be used for landscaping or other purposes that do not then or later interfere with the granted easement uses.

### 14. LOT LIGHTS

Landlord, Third Party Grantor and Tenant agree that the lot lights and 1300 Driveway street lights located within 4 feet of the 1300 Driveway shall be lit during the morning and evening hours while the Tenant's business is open, as natural light availability dictates. Tenant shall have the right to approve any changes or alterations to the lot lights located within 4 feet of the 1300 Driveway during the term of this Lease or any extension.

### 15. BINDING EFFECT TO RUN WITH THE LAND

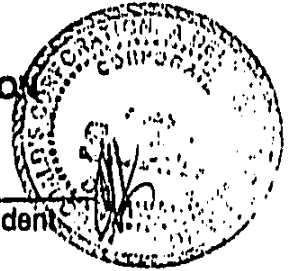
This Lease Addendum and the easements set forth herein shall run with the land and inure to the benefit of and be binding upon the parties and their successors and assigns.

Landlord:  
JTR PAXTON 90-13, L.C.

By: [Signature]  
John R. Thackeray (Member)

Tenant:  
McDONALD'S CORPORATION

By: [Signature]  
Assistant Vice President



Third Party Grantor:  
JTR NINETY-THIRTEEN, L.C.

By: [Signature]  
John R. Thackeray (Member)

BK 7408PG0593

**ATTACHMENTS:**

- Exhibit A - Legal Description of Parcel 1
- Exhibit B - Plan/diagram of Parcels 1,3 & 4
- Exhibit C - Plan/diagram of all Parcels (including Easement Parcels)
- Exhibit F- Legal Description of Parcel 2 (Potential 1300 Easement Area)
- Exhibit D - Legal Description of Parcel 3
- Exhibit E - Legal Description of Parcel 4
- Exhibit G - Legal Description of Parcel 5 (Sanitary Sewer Easement)

*Handwritten initials/signature*

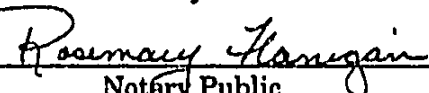
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**ACKNOWLEDGMENT - McDONALD'S**  
(No attestation required)

STATE OF ILLINOIS)  
  ) SS:  
COUNTY OF DUPAGE )

I, **Rosemary Flanigan**, a Notary Public in and for the county and state aforesaid, DO HEREBY CERTIFY that **Joseph R. Thomas, Assistant Vice President** of McDonald's Corporation, a Delaware corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such Assistant Vice President and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 1st day of April, 1998.

  
\_\_\_\_\_  
Notary Public  
**Rosemary Flanigan**

My commission expires November 3, 1998.



*Handwritten initials*

BK 7408P60595

**GRANTEE'S PARCEL**

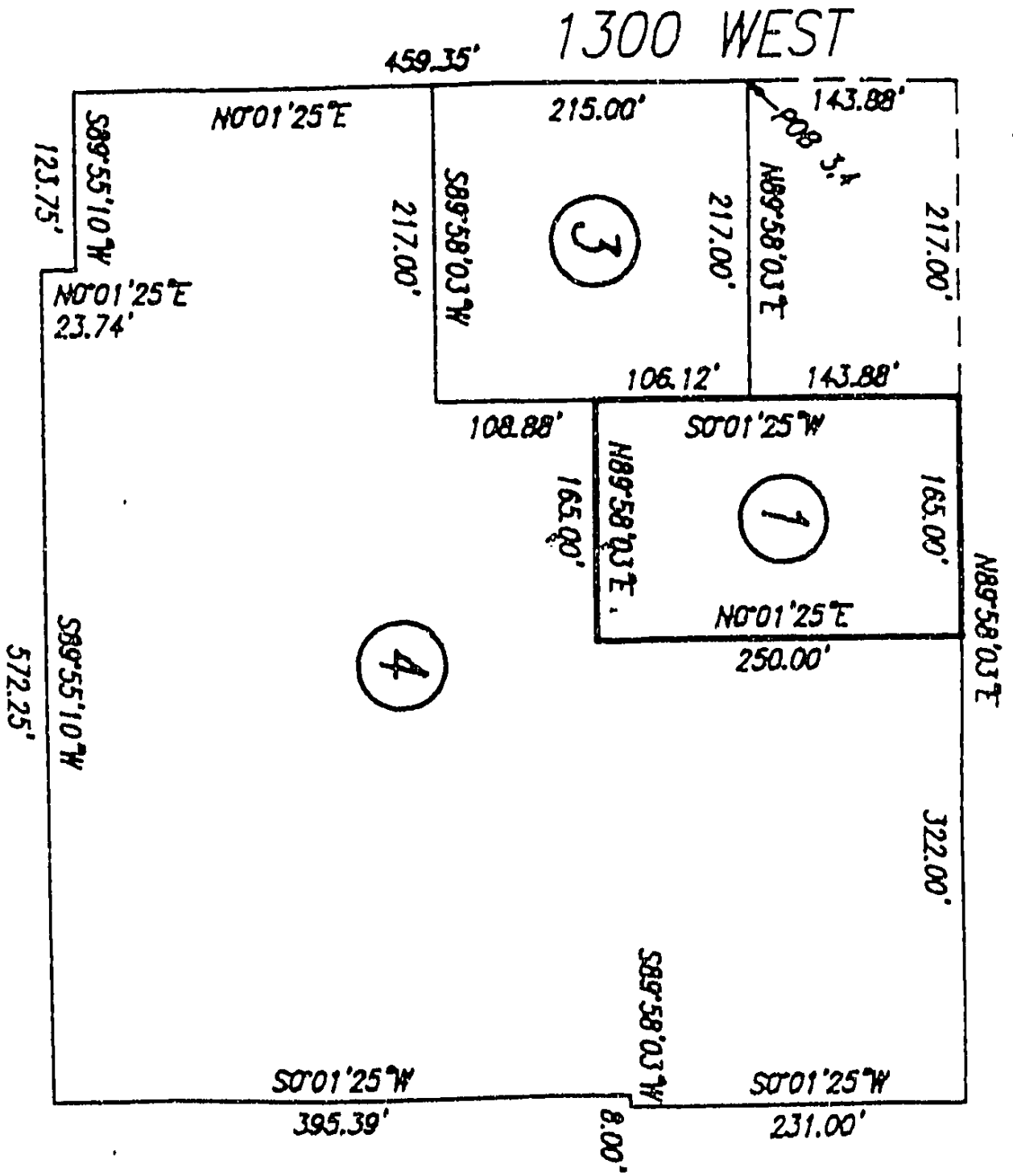
**Parcel 1:**

Beginning on the South line of 9000 South Street at a point that is  $N89^{\circ}58'03''E$  along the monument line 250.00 feet and  $S0^{\circ}01'25''W$  33.00 feet from the County monument at the West Quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian, from which monument the County monument at the Southwest corner of said Section 2 bears  $S0^{\circ}01'25''W$  (basis of bearing); thence along said South line of 9000 South Street  $N89^{\circ}58'03''E$  165.00 feet; thence  $S0^{\circ}01'25''W$  250.00 feet; thence  $S89^{\circ}58'03''W$  165.00 feet; thence  $N0^{\circ}01'25''E$  250.00 feet to the point of beginning. Contains 41,250 square feet or 0.9470 acre.

**EXHIBIT A**

*Handwritten initials*

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1300 WEST

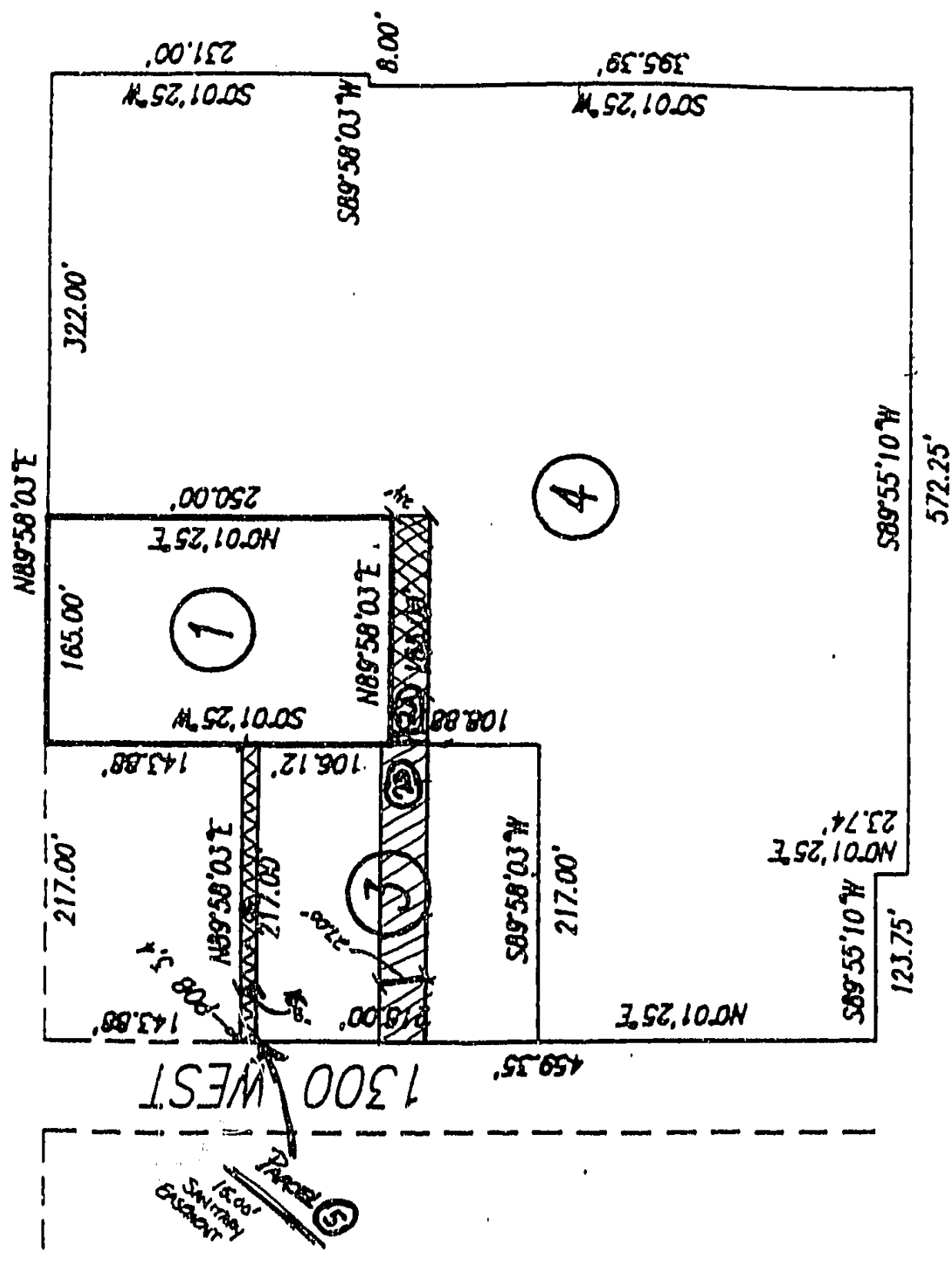
9000 SOUTH

SITE WITHOUT EASEMENTS  
EXHIBIT B

BK 7408 P60597

*Handwritten signature/initials*

YUUU SUIIH



1300 WEST

Parcel 5  
1500'  
SWITCH  
EASEMENT

SITE WITH APPROXIMATE LOCATIONS OF EASEMENTS

EXHIBIT C  
Page 1 of 2



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BK 7408PG0598



STATE HWY. 209

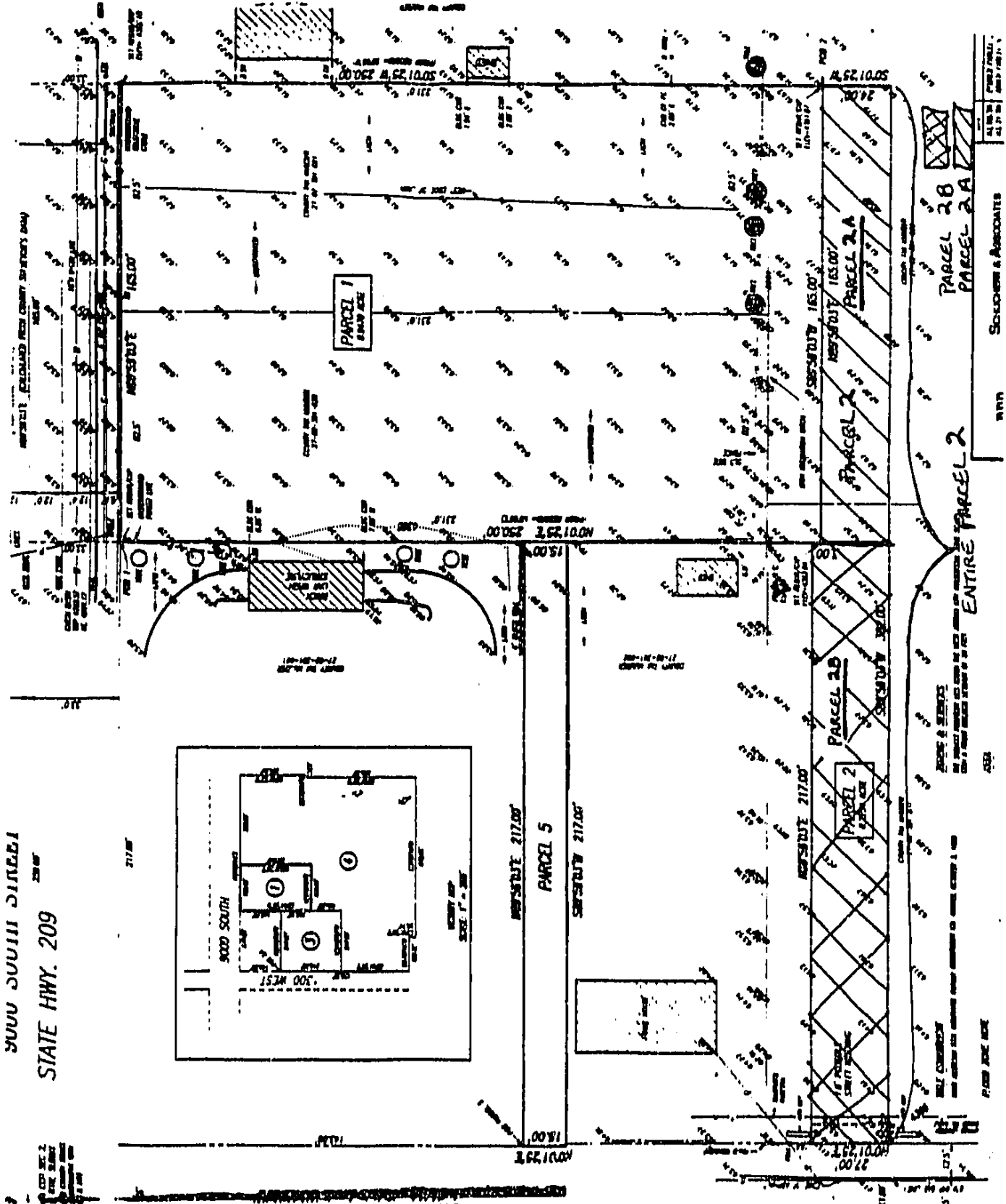


EXHIBIT C  
(Page 2 of 2)

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SCULLION & ASSOCIATES

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**GRANTOR'S PARCEL**

**Parcel 3:**

Beginning at a point that is  $S0^{\circ}01'25''W$  along the Section line 176.88 feet and  $N89^{\circ}58'03''E$ , parallel with the 9000 South Street monument line, 33.00 feet from the County monument at the West Quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence  $N89^{\circ}58'03''E$  217.00 feet; thence  $S0^{\circ}01'25''W$  215.00 feet; thence  $S89^{\circ}58'03''W$  217.00 feet to the East line of 1300 West Street; thence along said East line of Street  $N0^{\circ}01'25''E$  215.00 feet to the point of beginning. Contains 46,655 square feet or 1.0710 acres.

**EXHIBIT D**

*Handwritten initials*

BK 7408PG0600

**GRANTOR'S PARCEL**

**Parcel 4:**

Beginning at a point that is  $S0^{\circ}01'25''W$  along the Section line 176.88 feet and  $N89^{\circ}58'03''E$ , parallel with the 9000 South Street monument line, 33.00 feet from the County monument at the West Quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence  $N89^{\circ}58'03''E$  217.00 feet; thence  $S0^{\circ}01'25''W$  106.12 feet; thence  $N89^{\circ}58'03''E$  165.00 feet; thence  $N0^{\circ}01'25''E$  250.00 feet to the South line of 9000 South Street; thence along said South line of street  $N89^{\circ}58'03''E$  322.00 feet; thence  $S0^{\circ}01'25''W$  231.00 feet; thence  $S89^{\circ}58'03''W$  8.00 feet; thence  $S0^{\circ}01'25''W$  395.39 feet; thence  $S89^{\circ}55'10''W$  572.25 feet; thence  $N0^{\circ}01'25''E$  23.74 feet; thence  $S89^{\circ}55'10''W$  123.75 feet to the East line of 1300 West Street; thence along said East line of Street  $N0^{\circ}01'25''E$  459.35 feet to the point of beginning. Contains 8.3243 acres.

*Handwritten initials/signature*

**INGRESS/EGRESS DRIVEWAY EASEMENT**

**Parcel 2: (includes 2A and 2B)**

Beginning at a point that is N89°58'03"E along the monument line 415.00 feet and S0°01'25"W 283.00 feet from the County monument at the West Quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian, from which monument the County monument at the Southwest corner of said Section 2 bears S0°01'25"W (basis of bearing); thence S0°01'25"W 24.00 feet; thence S89°58'03"W 382.00 feet to the East line of 1300 West Street at a point that is S0°01'25"W along the Section line 307.00 feet and N89°58'03"E 33.00 feet from said West Quarter corner of Section 2; thence along said East line of street N0°01'25"E 27.00 feet; thence N89°58'03"E 217.00 feet; thence S0°01'25"W 3.00 feet; thence N89°58'03"E 165.00 feet to the point of beginning. Contains 9,819 square feet or 0.2254 acre.

**EXHIBIT F**

JHT  
JHT

BK 7408PC0602

**SANITARY SEWER EASEMENT**

Parcel 5:

Beginning at a point that is  $S0^{\circ}01'25''W$  along the Section line 176.88 feet and  $N89^{\circ}58'03''E$ , parallel with the 9000 South Street monument line, 33.00 feet from the County monument at the West Quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence  $N89^{\circ}58'03''E$  217.00 feet; thence  $S0^{\circ}01'25''W$  15.00 feet; thence  $S89^{\circ}58'03''W$  217.00 feet to the East line of 1300 West Street; thence along said East line of Street  $N0^{\circ}01'25''E$  15.00 feet to the point of beginning. Contains 3,255 square feet or 0.0747 acres.

**EXHIBIT G**

*ds*  
*[Signature]*  
BK 7408PC0603