

**PREPARED BY AND WHEN  
RECORDED RETURN TO:**

Victor A. Taylor, Esq.  
Parr Brown Gee & Loveless  
185 South State Street, Suite 800  
Salt Lake City, Utah 84111  
Re: Tax Parcel Nos.  
22-29-201-016 and  
22-29-201-018

11312437  
01/11/2012 02:16 PM \$24.00  
Book - 9982 Pg - 3124-3131  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LANDMARK TITLE  
BY: ZJM, DEPUTY - WI 8 P.

**STORM DRAINAGE EASEMENT AGREEMENT**

**THIS STORM DRAINAGE EASEMENT AGREEMENT** (this "*Agreement*") is entered into as of the 11<sup>th</sup> day of January, 2012, by and between **JAMES CAMPBELL COMPANY LLC**, a Delaware limited liability company ("*Campbell*"), whose address is 1001 Kamokila Boulevard, Kapolei, Hawaii 96707, and **SONNY BRYAN'S PLAZA UP, LLC**, a Utah limited liability company ("*Plaza*"), whose address is 3963 East Alpine Valley Circle, Sandy, Utah 84092.

**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt and sufficiency of which are acknowledged, Campbell and Plaza agree as follows:

1. **Definitions.** As used in this Agreement, each of the following terms shall have the indicated meaning:

**"Easement Area"** means the real property located in Salt Lake County, Utah, described as follows:

BEGINNING AT A POINT SOUTH 89°52'20" WEST ALONG THE SECTION LINE 1746.13 FEET AND SOUTH 139.35 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FREEWAY ACCESS ROAD KNOWN AS PROJECT NO. I-415-9 (4) 297 IN THE OFFICIAL DOCUMENTS OF THE UTAH DEPARTMENT OF TRANSPORTATION AND SOUTH 53°04'43" EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE 223.95 FEET AND SOUTH 36°55'17" WEST 181.20 FEET FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 36°55'17" WEST 9.80 FEET; THENCE SOUTH 53°04'43" EAST 2.60 FEET; THENCE SOUTH 36°55'17" WEST 5.05 FEET; THENCE SOUTH 57°17'02" EAST 44.95 FEET; THENCE NORTH 36°08'46" EAST 107.17 FEET; THENCE NORTH 60°31'59" EAST 93.41 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT OF WAY LINE; THENCE NORTH 53°04'43" WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE 16.37 FEET; THENCE SOUTH 60°31'59" WEST 90.09 FEET; THENCE SOUTH 36°08'46" WEST 96.29 FEET; THENCE NORTH 57°17'02" WEST 32.32 FEET TO THE POINT OF BEGINNING. (Shown on the attached Exhibit A)

Campbell is the Easement Area Owner on the date of this Agreement.

**"Easement Area Owner"** means the Owner of the Easement Area at the time concerned.

Storm Drainage Easement Agreement  
between James Campbell Company LLC and Sonny Bryan's Plaza UP, LLC

LTR 60381/OTIE 201100082

**"Owner"** means the person that at the time concerned is the legal owner of record (in the official records of the Salt Lake County Recorder) of the fee interest in the Easement Area or the Plaza Parcel, as applicable.

**"Plaza Parcel"** means the real property located in Salt Lake County, Utah, described as follows:

BEGINNING at a point on the Southwesterly right-of-way line of the freeway access road known as Project No. I-415-9(4)297 in the official documents of the Utah Department of Transportation, said point of beginning being South 89°52'20" West along the Section line 1745.49 feet and South 139.16 feet and South 53°17'17" East 223.95 feet from the Northeast Corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and running thence North 53°17'17" West along said Southwesterly right-of-way line 223.95 feet to a point of curve of a 883.51 foot radius curve to the right; thence Northwesterly along the arc of said curve and right-of-way line through a central angle of 3°15'10" a distance of 50.16 feet; thence South 39°57'53", West along said right-of-way line 80.67 feet; thence South 16°58' East 358.27 feet; thence North 36°42'43" East 100.32 feet; thence North 53°17'17" West 10.00 feet; thence North 36°42'43" East 191.00 feet to the point of beginning. LESS AND EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING at a point which is South 89°52'20" West along the Section line 1745.49 feet and South 139.16 feet and South 53°17'17" East 223.95 feet and South 36°42'43" West 191.00 feet and South 53°17'17" East 10.00 feet from the Northeast corner of Section 29, Township 2 South, Range 1 East, Salt Lake Base and Meridian and running thence South 36°42'43" West 100.32 feet; thence North 16°58' West 9.185 feet; thence North 36°42'43" East along the North line of a 0.70 foot retaining wall 94.88 feet; thence South 53°17'17" East 7.40 feet to the point of beginning.

Plaza is the Plaza Parcel Owner on the date of this Agreement.

**"Plaza Parcel Owner"** means the Owner of the Plaza Parcel at the time concerned.

**"Storm Drainage Pipe"** means the existing underground storm drainage pipe located in the Easement Area.

2. Grant and Exercise of Right-of-Way and Easement.

(a) The Plaza Parcel shall have appurtenant thereto and shall be benefited by, and the Easement Area shall be subject to and shall be burdened by, a perpetual, non-exclusive right-of-way and easement for the use, maintenance and repair of the Storm Drainage Pipe. This is a non-exclusive right-of-way and easement only and the Easement Area Owner expressly reserves the right to grant additional easements, rights-of-way, rights and privileges over, across and under, and to otherwise use, the Easement Area; *provided, however*, any such easements, rights, rights-of-

way and privileges hereinafter granted over, across or under the Easement Area shall not unreasonably interfere with the use of the right-of-way and easement herein granted. In particular, Plaza Parcel Owner acknowledges that the Easement Area is currently being used as part of the entrance drive into the improvements located on either side of the Easement Area and nothing herein shall restrict, limit or otherwise modify the right of any Owner to use such entrance drive.

(b) Subject to Paragraph 2(c), the Plaza Parcel Owner may (i) enter on the Easement Area as may be reasonably necessary or appropriate in order to accomplish the maintenance and repair of the Storm Drainage Pipe, and (ii) in connection therewith, conduct reasonable excavation activities on the Easement Area, so long as such activities are performed in a good and workmanlike manner and are prosecuted diligently to completion.

(c) The entry and excavation activities described in Paragraph 2(b) shall be subject to the prior written approval of the Easement Area Owner, which approval shall not be unreasonably withheld, conditioned or delayed. Therefore, prior to such entry and activities, the Plaza Parcel Owner shall provide written notice (a "*Notice of Entry*") to the Easement Area Owner of such entry and activities, including a reasonable description of the purpose, duration and other terms of any such entry and activities. If the Easement Area Owner fails to provide written disapproval of such entry and activities, reasonably detailing the basis on which such disapproval is being made, within thirty (30) days after receipt of any Notice of Entry, the entry and activities described in such Notice of Entry shall be deemed to be approved. If the Easement Area Owner provides written disapproval of such entry and activities, reasonably detailing the basis on which such disapproval is being made, within thirty (30) days after receipt of any Notice of Entry, then the Plaza Parcel Owner and the Easement Area Owner shall, acting in good faith and in a commercially reasonable manner, seek to resolve the issues giving rise to such disapproval. Notwithstanding the foregoing and regardless of whether the Easement Area Owner provides any written notice of disapproval, each Owner agrees that, except with the prior written consent of the affected Owner, in no event shall any entry or excavation activities block or unreasonably restrict any entrance drive into the improvements owned by any Owner and located adjacent to the Easement Area.

(d) On completion of such excavation activities, the Plaza Parcel Owner shall promptly restore any portion of the Easement Area affected to the same condition as existed prior to the commencement of such activities, using the same type and quality of materials previously used.

3. Maintenance and Repair. The Plaza Parcel Owner shall maintain the Storm Drainage Pipe in reasonably good condition and repair, and all reasonable costs and expenses of doing so shall be shared equally by the Plaza Parcel Owner and the Easement Area Owner. The Easement Area Owner shall pay to the Plaza Parcel Owner such reasonable costs and expenses within thirty (30) days after receipt of an invoice therefor, accompanied by supporting documentation in reasonable detail. If the Plaza Parcel Owner fails to maintain the Storm Drainage Pipe in accordance with the first sentence of this Paragraph, the Easement Area Owner may (but is not obligated to), after giving at least thirty (30) days' written notice to the Plaza Parcel Owner, perform or cause to be performed such work as is necessary to place the Storm Drainage Pipe in reasonably good condition and repair. In such event, one-half (½) of all costs and expenses reasonably incurred by the Easement Area Owner in connection with such work shall bear interest

from the date expended at the rate of twelve percent (12%) per annum until paid in full, and shall be paid by the Plaza Parcel Owner to the Easement Area Owner within thirty (30) days after receipt of an invoice therefor, accompanied by supporting documentation in reasonable detail.

4. Attorneys' Fees. If any Owner brings suit to enforce or interpret this Agreement or for damages on account of the breach of any provision of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs incurred in any such action or in any appeal from such action, in addition to the other relief to which the prevailing party is entitled.

5. General Provisions. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. This Agreement shall inure to the benefit of, and shall be binding on, each Owner and the successors and assigns of each Owner. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. Each Owner hereby covenants that within thirty (30) days after receipt of written request from any other Owner, which may be made from time to time, the responding Owner will issue an estoppel certificate stating: (a) whether the responding Owner knows of any default by the requesting Owner under this Agreement; (b) whether, to the knowledge of the responding Owner, this Agreement has been assigned, modified or amended in any way (or if it has, then stating the nature thereof); and (c) that, to the knowledge of the responding Owner, this Agreement as of that date is in full force and effect.

**IN WITNESS WHEREOF**, Campbell and Plaza have executed this Agreement on the respective dates set forth below, to be effective, however, as of the date first set forth above.

*[Signatures on following pages]*

**CAMPBELL:**

**JAMES CAMPBELL COMPANY LLC**

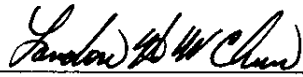
By 

Print or Type Name of Signatory:

**Richard J. Dahl**  
**President & Chief Executive Officer**

Its \_\_\_\_\_

Date \_\_\_\_\_

By 


Print or Type Name of Signatory:

**Landon H.W. Chun**  
**Executive Vice President/  
Chief Financial Officer**

Its \_\_\_\_\_

Date \_\_\_\_\_

Approved As To Form for Campbell:

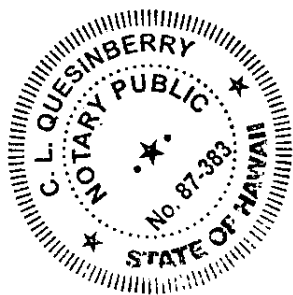
  
Stutzman, Bromberg, Esserman & Plifka,  
A Professional Corporation

Storm Drainage Easement Agreement  
between James Campbell Company LLC and Sonny Bryan's Plaza UP, LLC

Signatures-1

STATE OF HAWAII )  
 ) SS  
CITY AND COUNTY OF HONOLULU )

On this 6th day of JANUARY, 2012, before me personally appeared RICHARD J. DAHL and LANDON H.W. CHUN to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



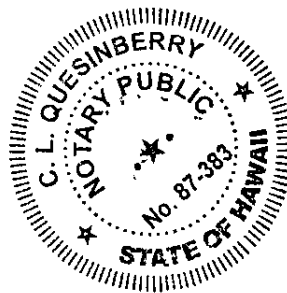
*C. L. Quesinberry*

Name: C.L. QUESINBERRY

Notary Public, State of Hawaii

My commission expires: JULY 12, 2015

Undated at time of  
Doc Date notarization pages 6  
C.L. Quesinberry First Circuit  
Doc Description STORM DRAINAGE EASEMENT  
AGREEMENT  
*C. L. Quesinberry* JANUARY 6, 2011  
Notary Signature Date  
NOTARY CERTIFICATION  
JAMES CAMPBELL COMPANY LLC



Signatures-2

PLAZA:

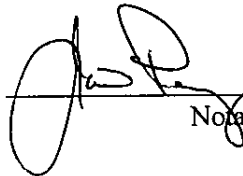
SONNY BRYAN'S PLAZA UP, LLC

By   
Steve Pruitt, Manager

Date 1.11.12

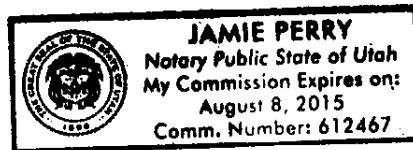
State of Utah )  
 ) ss.  
County of Salt Lake )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, 2012, by Steve Pruitt, the Manager of Sonny Bryan's Plaza UP, LLC.

  
Notary Public

My Commission Expires:  
8/8/15

Residing at:  
Salt Lake City, Utah

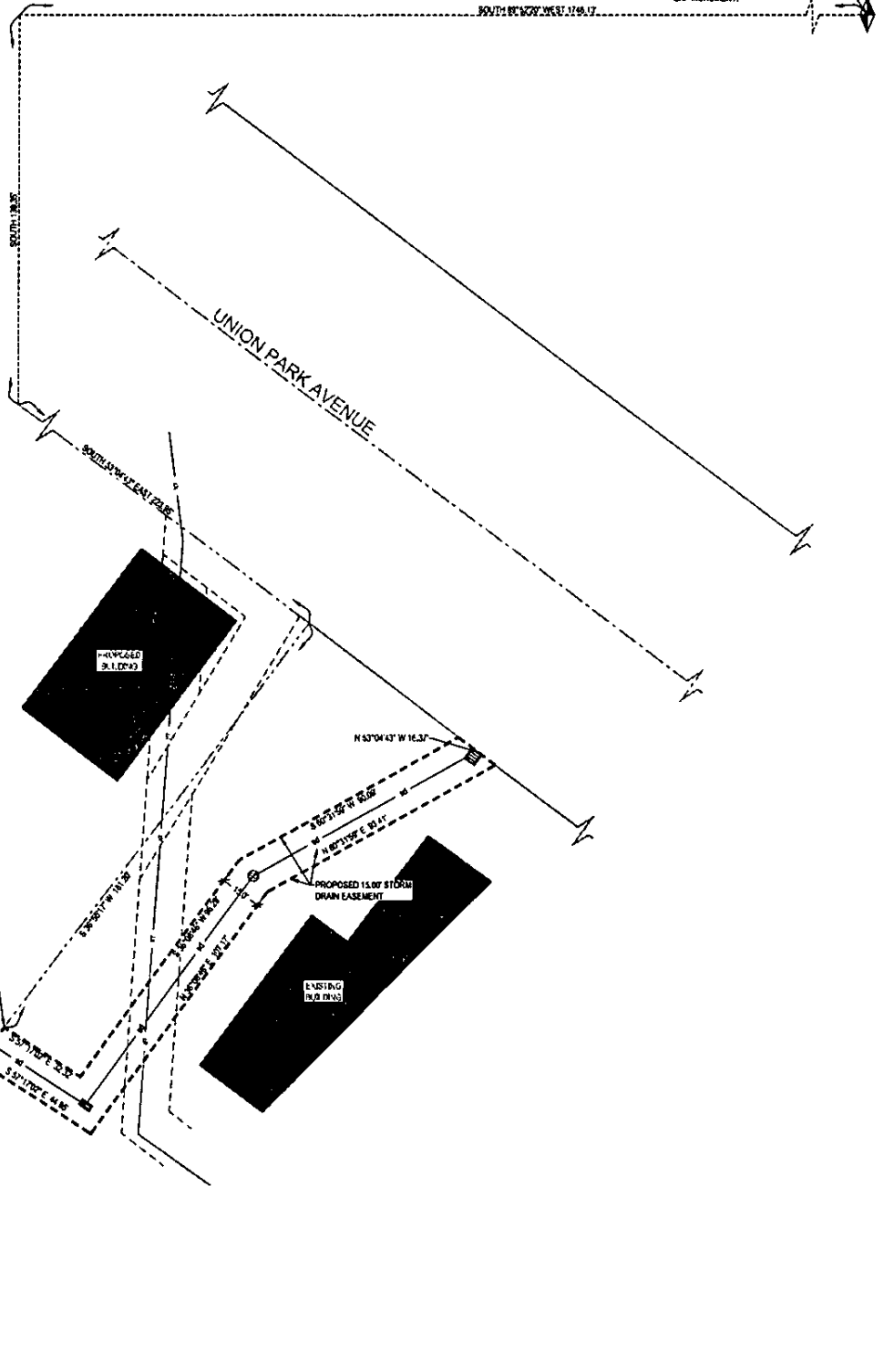


Storm Drainage Easement Agreement  
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Signatures-3

# Exhibit A

NORTHEAST CORNER OF SECTION 29,  
TOWNSHIP 2 SOUTH, RANGE 1 EAST,  
SALT LAKE BASE AND MERIDIAN,  
FOUND SALT LAKE COUNTY BRASS  
CAP MONUMENT.



**PROPOSED 15.00' STORM DRAIN EASEMENT**

BEGINNING AT A POINT SOUTH 89°52'20" WEST ALONG THE SECTION LINE 1748.13 FEET AND SOUTH 139.35 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF THE FREEWAY ACCESS ROAD KNOWN AS PROJECT NO. H-15-9 (4) 297 IN THE OFFICIAL DOCUMENTS OF THE UTAH DEPARTMENT OF TRANSPORTATION AND SOUTH 53°04'43" EAST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE 223.95 FEET AND SOUTH 36°55'17" WEST 181.20 FEET FROM THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 36°55'17" WEST 9.80 FEET; THENCE SOUTH 53°04'43" EAST 2.80 FEET; THENCE SOUTH 36°55'17" WEST 5.05 FEET; THENCE SOUTH 57°17'02" EAST 44.85 FEET; THENCE NORTH 36°08'46" EAST 107.17 FEET; THENCE NORTH 60°31'59" EAST 93.41 FEET TO A POINT ON SAID SOUTHWESTERLY RIGHT OF WAY LINE; THENCE NORTH 53°04'43" WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE 18.37 FEET; THENCE SOUTH 60°31'59" WEST 90.09 FEET; THENCE SOUTH 36°08'46" WEST 96.29 FEET; THENCE NORTH 57°17'02" WEST 32.32 FEET TO THE POINT OF BEGINNING.

POINT OF BEGINNING  
PROPOSED 15.00' STORM  
DRAIN EASEMENT  
S 36°55'17" W 9.80'  
S 53°04'43" E 2.80'  
S 36°55'17" W 5.05'