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EASEMENT- EASEMENT OR GRANT OF EASEMENT
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: SNELL & WILMER LLP
15 WEST SOUTH TEMPLESALT LAKE CITY, UT 84101

WHEN RECORDED, RETURN TO:

SNELL & WILMER L.L.P.
Attn: Wade R. Budge
15 West South Temple, Suite 1200
Salt Lake City, UT 84101

Affects Parcel Nos. 27-13-476-044;
27-13-476-050;
and
27-13-476-051

DECLARATION OF RECIPROCAL EASEMENTS

THIS DECLARATION OF RECIPROCAL EASEMENTS (“Declaration”) is made as of the 29 day of November, 2021 (the “**Effective Date**”), by Miller Family Real Estate, L.L.C., a Utah limited liability company (“**Declarant**”).

A. Declarant is the owner of parcels of real property more particularly described in **Exhibit A** as “**Lot 1**”, “**Lot 2**”, and “**Lot 3**”, respectively, located in the City of Sandy, State of Utah.

B. Declarant executes this Declaration in connection with Declarant’s lease of Lot 1 to Raising Cane’s Restaurants, L.L.C., a Louisiana limited liability company (“**RCR**”), pursuant to that certain Ground Lease dated November 9, 2020 (the “**Ground Lease**”), and in order to establish a reciprocal access and utility easement and covenants regarding the area depicted as the “**Access Easement**” on the attached **Exhibit B** for shared access and utilities between Lot 1 and Lots 2 and 3, and for the benefit of the Lots (defined later), all on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing premises, Declarant declares as follows:

1. **Definitions.** Unless otherwise specifically stated herein, each reference in this Declaration to “**Declarant**” shall include the assign(s) of Declarant. The term “**Owner**” as used in this Declaration shall refer to the owner of fee title to all or any portion of the Lots; provided, however, in the event fee title is held by a person or entity for security purposes only, the Owner of such property shall be the person or entity then entitled to the economic benefits of ownership of such property. For example, in the case of property subject to a deed of trust, the “**Owner**” shall be the trustor designated in the deed of trust or, if the property has subsequently been conveyed, the then holder of the interest in the subject property previously held by the trustor. Lot 1, Lot 2, and Lot 3 may sometimes be referred to collectively as the “**Lots**,” and the Lots may hereinafter sometimes be individually referred to as a “**Lot**.” The “**Easement Area**” means the portion of Lot 1 and Lot 2 depicted on the attached **Exhibit B** and described on the attached **Exhibit C**. For purposes of this Declaration, “**Permittees**” shall mean the respective Owner’s successors and assigns, tenants (including, without limitation, RCR), subtenants, and licensees to all or a portion of Lots, and its and their respective agents, invitees, customers, employees, and contractors.

2. **Incorporation of Recitals.** The Recitals set forth above are hereby incorporated into this Agreement and may be used in the interpretation of this Agreement.

3. **Grant of Reciprocal Easement.** Declarant declares and grants for the benefit of each of the Lots, a perpetual, non-exclusive, and continuous easement and right-of-way (the “**Easement**”), in common with all Lots, over, upon and across the Easement Area. The purposes of the Easement are limited

to (i) vehicular and pedestrian ingress and egress to and from the Lots and the public streets adjoining the Easement Area; (ii) the connection, installation, construction, operation, maintenance, use, service, repair, improvement, replacement and removal of underground utility lines and above ground connections and meters for electricity, natural gas, culinary water, secondary water, sanitary sewer and storm drain; and, (iii) maintenance, repair, and replacement of the Easement Areas as provided in this Declaration. The Easement declared hereunder shall (a) constitute a servitude on Lot 1 and Lot 2; (b) be appurtenant to and for the benefit of each of the Lots; (c) run with the land; and (d) allow the Owner(s) of the Lots and its/their Permittees to use the Easement for the purposes stated in this Declaration. Any and all construction, improvement, or alteration of the Easement Area shall require Declarant's prior written approval, which shall not be unreasonably withheld, conditioned, or delayed.

4. **Maintenance.**

(a) **Maintenance of Easement Area.** Declarant shall maintain, repair, and replace, in good condition and repair, the road improvements, surfaces, and utilities located on the Easement Area, including, without limitation, snow removal. Declarant shall perform, or cause its contractors to perform, the maintenance work contemplated by this subsection and the Owner(s) of the Lots or such Owner's designated Permittee, shall reimburse Declarant its/their portion of the costs of such maintenance, repair, or replacement work within thirty (30) days of the submission of receipts showing the payment of such maintenance work. The Owner(s) of each Lot shall be responsible for each Lot Owner's Proportionate Share of such maintenance, repair, or replacement costs. As used herein, "**Proportionate Share**" means the percentage obtained by dividing the acreage contained within each Lot by the total acreage contained within the Lots. Declarant may annually present a budget for projected maintenance, repair, or replacement costs under this subsection to the Owner(s) of the Lots for approval, which approval shall not be unreasonably withheld, conditioned, or delayed; provided, however, Declarant's failure to provide an annual budget shall not absolve an Owner from its obligation to reimburse Declarant for its Proportionate Share of maintenance, repair, or replacement costs hereunder.

(b) **Declarant's Assignment of Maintenance Obligation.** Declarant's obligations to complete the maintenance, repair, and replacement obligations contained in this Section 4 shall continue until such time as Declarant assigns all or a portion of such obligations to an Owner, or such other individual or entity chosen by Declarant, in the form of an Assignment (defined later) pursuant to Section 9 below.

(c) **Limited Obligations.** Except for the maintenance, repair, and replacement obligations expressly set forth in this Declaration, each Owner shall be responsible for the procurement, construction, maintenance, repair, and replacement of the improvements and facilities within such Owner's respective Lot, including, without limitation, parking areas, roadways, walkways, and utilities. Notwithstanding anything to the contrary contained in this Declaration, the respective Owner shall be responsible to repair any damage to the Easement Area caused by said Owner, or such Owner's respective Permittees.

(d) **Interest; Administrative Fee; Lien.** Any reimbursement amounts which become owing under this Declaration to Declarant or an Owner and which are not paid when due shall (i) incur an administrative fee in an amount equal to ten percent (10%) of the amount due to the Declarant or Owner from the Defaulting Owner; and (ii) bear interest at the rate of twelve percent (12%) per annum from the date due until paid. In addition to the provisions of Section 5 below, the rights of reimbursement set forth in this Section 4 shall,

without further act, be deemed to constitute a lien against the respective Lots, enforceable in accordance with the laws of State of Utah for the unpaid amount, fees and interest under this Declaration, and all actual and reasonable collection costs and expenses related thereto. Such lien shall be subordinate to the interest of any mortgagee of the Lots, irrespective of when their interest attached, and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction.

5. **Default; Remedies.** If any Owner (“Defaulting Owner”) fails to perform its obligations under this Declaration and such failure continues for five (5) days after receiving written notice from another party hereto, such failure shall constitute a default and legal action may thereafter be instituted against the Defaulting Owner for any remedy available under this Declaration or applicable law, including, without limitation, specific performance, injunction, or other equitable remedy of the rights and the obligations hereunder. In the event that any Defaulting Owner shall fail to perform its non-monetary obligations under this Declaration or otherwise breach the terms of this Declaration, any non-defaulting Owner may notify the Defaulting Owner and shall specify the breach. If such failure or breach is non-monetary, material, and is not cured within thirty (30) days after receipt of such notice, then such non-defaulting Owner shall have the right to cure the failure or breach, and recover all actual and reasonable costs and expenses related thereto from the Defaulting Owner. Notwithstanding the foregoing, in the event that the failure or breach creates an imminent danger of damage to persons or properties, or jeopardizes the access to any portion of the Lots, no notice shall be required prior to the non-defaulting Owner commencing such work to effect a cure. It is expressly agreed that no breach of this Declaration shall entitle any Owner to cancel, rescind, or otherwise terminate this Declaration. Such limitation, however, shall not affect in any manner any other rights or remedies which an Owner may have hereunder by reason of such breach.

6. **No Interference.** No Owner of the Lots burdened with the Easement Area, or any of their respective Permittees, shall interfere with the other Owners’ and their respective Permittees’ use of the easements granted in this Declaration. Notwithstanding anything set forth herein to the contrary, the Easement and Easement Area may be reasonably disrupted for limited periods of time for required maintenance, repair, restoration, reconstruction or to prevent a public taking through condemnation or other means of public acquisition. Any reasonably necessary disruption of the Easement and Easement Area shall be for the shortest time practicable.

7. **Insurance.** Each Owner shall carry and maintain commercial general liability insurance insuring against claims for personal injury, bodily injury or death, and property damage or destruction, with respect to its Lot and the Easement Area (as applicable), and the effect of this Declaration. The limits of liability of each insurance policy required under the preceding sentence shall be not less than \$1,000,000 for personal injury or bodily injury or death of any one person and \$2,000,000 for personal injury or bodily injury or death in the aggregate. The insurance policy required under this Section 7 shall insure the performance of such Owner’s indemnity agreements and obligations contained herein and shall be written with an insurer licensed to do business in the State of Utah and shall name Declarant, so long as Declarant retains rights or obligations under this Declaration, and each Owner as an additional insured. Within thirty (30) days after written request, each Owner shall provide each other Owner with a certificate of insurance which shall indicate all insurance coverage required by the provisions herein. Such insurance policy shall contain a clause stating that there shall be no reduction, modification, cancellation, or non-renewal of coverage without giving the Owners thirty (30) days’ prior written notice. Such insurance shall also be issued by insurers having an A.M. Best rating of at least A- VII, be endorsed to provide that the insurance shall be primary to and not contributory to any similar insurance carried by the other Owners and shall contain a severability of interest clause.

8. **Indemnification.** Each Owner of a Lot shall indemnify, defend, and hold harmless the other Owner(s) burdened by an easement identified herein and their affiliates, members, managers, agents,

tenants, and representatives for, from, and against all claims, damages, expenses (including, without limitation, reasonable attorneys' fees and reasonable investigative and discovery costs), liabilities, and judgments on account of injury to persons, loss of life, or damage to property resulting from the negligent or willful act or omission of the indemnifying Owner or its Permittees, the indemnifying Owner's or its Permittees' default in any of the obligations set forth in this Declaration, the indemnifying Owner's or its Permittees' use of the Easement Area, except to the extent such claims are due solely to the gross negligence or willful act or omission of another Owner or its Permittees.

9. **No Public Dedication; No Merger.** The provisions of this Declaration are not intended to and do not constitute a dedication for public use of any portion of the easements created hereby. Common ownership of the Lots described herein shall not effect a merger or termination of the interests created hereby.

10. **Running of Benefits and Burdens; Assignment of Declarant's Rights or Obligations.** Subject to the provisions of Section 4(b) above, all provisions of this Declaration, including the burdens stated and implied, touch, concern, and run with the Lots and are a benefit to the Lots, and are binding upon and inure to the benefit of the successors and assigns of Declarant and the Owners. Notwithstanding the foregoing sentence, the rights and obligations reserved to Declarant under this Declaration are reserved to Declarant and its assigns exclusively and shall not run with the land. Declarant may assign all or a portion of such rights or obligations to an Owner or a third party, in the form of a document recorded with the Salt Lake County Recorder's Office and referencing this Declaration and the rights or obligations assigned ("**Assignment**"). Upon the recordation of an Assignment, Declarant shall be fully released and have no further rights or obligations under this Declaration with respect to those matters addressed by the Assignment. Declarant need not be a fee owner of any Lot in order to remain the Declarant under this Declaration.

11. **Amendments.** No modification, waiver, or amendment of this Declaration shall be made except by written agreement (a) signed and acknowledged by the Owners and recording, in the office of the Recorder of Salt Lake County, Utah, such written agreement, and (b) consented to by Declarant, so long as Declarant retains rights or obligations under this Declaration. For purposes of consent to the modification, waiver, or amendment of this Declaration under this Section 11, in the event Lot 1, Lot 2, or Lot 3 is owned by more than one (1) Owner, the majority consent of such multiple Owners of each of Lot 1, Lot 2, or Lot 3 shall constitute affirmative consent to the modification, waiver, or amendment of this Declaration on behalf of the ownership interests of Lot 1, Lot 2, or Lot 3, respectively.

12. **Miscellaneous.** This Declaration may be executed in one or more counterparts, each of which, when taken together, constitutes the original. If any term, provision or condition contained in this Declaration shall to any extent be deemed invalid or unenforceable, the remainder of the Declaration shall not be affected thereby, and each remaining term, provision and condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law.

13. **Attorney Fees.** In the event of any action to enforce the provisions of this Declaration, the prevailing party shall be entitled to receive its costs and attorney fees.

14. **Liabilities and Obligations.** Except as otherwise specifically provided, the obligations and liabilities of Declarant and any successor Owner hereunder shall apply only to obligations and liabilities which arise while such entity is an Owner and each of such entities shall be released from any further future obligations or liabilities arising with respect to any portion of the Lots, as applicable, after any transfer by it of such portion of the Property, as applicable.

JOINDER

Raising Cane's Restaurants, L.L.C., a Louisiana limited liability company ("RCR"), tenant under that certain Ground Lease dated November 9, 2020 (the "Ground Lease"), hereby agrees to the execution and recording of the foregoing Declaration.

RCR:

DS
JH

RAISING CANE'S RESTAURANTS, L.L.C.,
a Louisiana limited liability company

DS
DG

By: [Signature]
Name: Bryan L. Brown
Title: Chief Development Officer

STATE OF TEXAS)

: ss.

COUNTY OF COLLIN)

The foregoing instrument was acknowledged before me this 2nd day of December, 2021, by Bryan L. Brown, the Chief Development Officer of RAISING CANE'S RESTAURANTS, L.L.C., a Louisiana limited liability company, on behalf of such company.

[Signature]
NOTARY PUBLIC

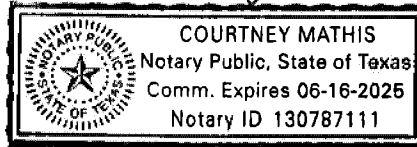


EXHIBIT A

Description of Lots

Lot 1

That certain real property located at 10986 South State Street, Sandy, Utah, also known as Salt Lake Tax Parcel No. 27134760510000.

Beginning at a point which is North 89°55'40" West 262.97 feet along the Section line and North 323.38 feet from the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence East 350.29 feet to the West line of State Street; thence along said West Line South 00°03'19" East 270.33 feet to the North line of 11000 South Street; thence along said North line North 89°55'40" West 350.55 feet; thence North 269.88 feet to the point of beginning.

LESS AND EXCEPTING the following 2 parcels of land conveyed to Salt Lake City, more particularly described as follows:

COMMENCING at the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°55'40" West, a distance of 152.151 feet along the South line of said section; thence North 12°33'05" East, a distance of 54.795 feet to the point of BEGINNING. Said point also being on the North right of way line of 11000 South Street, thence North 89°55'40" West 67.60 feet along said right of way line; thence North 12°33'05" East 168.58 feet; thence North 35°42'20" East 203.68 feet; thence North 25°57'56" East 318.18 feet to the West right of way line of State Street; thence South 00°03'19" East 150.45 feet along said right of way line; thence South 25°57'56" West 188.61 feet; thence South 35°42'20" West 195.79 feet; thence South 12°33'05" West 140.45 feet to the point of BEGINNING.

BEGINNING at a point North 89°55'40" West 156.686 feet from the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being the intersecting point of the East line of the Jordan & Salt Lake Canal and the South section line of Section 13; thence North 89°55'40" West 74.31 feet along said section line to the West line of said canal; thence North 18°10'00" East 56.28 feet along said West line to the North right of way line of 11000 South Street; thence South 89°55'40" East 74.31 feet along said right of way line to the East line of said canal; thence South 18°10'00" West along said East line to the point of BEGINNING.

AND FURTHER LESS AND EXCEPTING the following 3 parcels conveyed to Sandy City, more particularly described as follows:

BEGINNING at the Southeast corner of the Utah Auto Mall Phase 1, as recorded in Book 94-9 at Page 288, in the office of the Salt Lake County Recorder, said point lies North 89°55'40" West along the section line, 197.998 feet from the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, (basis of bearing North 89°55'40" West along the South line of the Southeast quarter of said Section 13); thence along said section line and the South line of said Utah Auto Mall Phase 1, North 89°55'40" West 513.357 feet to the proposed North line of 11000 South Street; thence along said proposed North line, Northeasterly 197.026 feet along the arc of a 353.500 foot radius curve to the right, having a chord bearing and length of North 74°06'18" East, 194.485 feet; thence continuing along said proposed North line, South 89°55'40" East 343.766 feet to the East line of said Utah Auto Mall Phase 1; thence along said East line, South 18°04'20" West 56.254 feet to the point of BEGINNING.

BEGINNING at a point on the East line of Utah Auto Mall Phase 1, as recorded in Book 94-9, at Page 288, in the office of the Salt Lake County Recorder, said point lies North 89°55'40" West along the section line, 197.998 feet and North 18°04'20" East 34.698 feet from the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, (basis of bearing North 89°55'40" West along the South line of the Southeast quarter of said Section 13); thence along the East line of said Utah Auto Mall Phase 1, North 18°04'20" East 21.555 feet to the proposed North line of 11000 South Street; thence along said proposed North line, South 89°55'40" East 264.509 feet to the West line of State Street; thence along said West line, South 0°03'30" East 20.923 feet; thence North 89°38'20" West 83.860 feet; thence North 89°55'40" West 187.359 feet to the point of BEGINNING.

BEGINNING at the Southwest corner of Lot 19, Utah Auto Mall Phase 1, as recorded in Book 94-9, at Page 288, in the office of the Salt Lake County Recorder, said point lies North 89°55'40" West along the section line, 818.547 feet from the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, (basis of bearing North 89°55'40" West along the South line of the Southeast quarter of said Section 13); thence along the East line of Auto Mall Drive, North 10°09'59" West 131.400 feet to the proposed new East line of Auto Mall Drive; thence along said proposed new East line, Southeasterly 95.813 feet along the arc of a 281.243 foot radius curve to the left having a chord bearing and length of South 19°55'34" East, 95.350 feet; thence continuing along said proposed new East line, Southeasterly, 48.250 feet along the arc of a 290 foot radius curve to the left having a chord bearing and length of South 34°27'08" East 48.194 feet to the Section line and South line of Utah Auto Mall Phase 1; thence along said section line, North 89°55'40" West 36.568 feet to the point of BEGINNING.

Lot 2

That certain real property located at 10970 South State Street, Sandy, Utah, also known as Salt Lake Tax Parcel No. 27134760500000.

Beginning at a point which is North 89°55'40" West 262.97 feet along the Section line and North 323.38 feet from the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 139.81 feet; thence East 109.07 feet; thence North 45°00'00" East 56.17 feet; thence East 133.52 feet; thence North 31.75 feet; thence East 67.77 feet to the West line of State Street; thence along said West line South 00°03'19" East 211.28 feet; thence West 350.29 feet to the point of beginning.

LESS AND EXCEPTING the following 2 parcels of land conveyed to Salt Lake City, more particularly described as follows:

COMMENCING at the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°55'40" West, a distance of 152.151 feet along the South line of said section; thence North 12°33'05" East, a distance of 54.795 feet to the point of BEGINNING. Said point also being on the North right of way line of 11000 South Street, thence North 89°55'40" West 67.60 feet along said right of way line; thence North 12°33'05" East 168.58 feet; thence North 35°42'20" East 203.68 feet; thence North 25°57'56" East 318.18 feet to the West right of way line of State Street; thence South 00°03'19" East 150.45 feet along said right of way line; thence South 25°57'56" West 188.61 feet; thence South 35°42'20" West 195.79 feet; thence South 12°33'05" West 140.45 feet to the point of BEGINNING.

BEGINNING at a point North 89°55'40" West 156.686 feet from the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being the intersecting point of the East line of the Jordan & Salt Lake Canal and the South section line of Section 13; thence North 89°55'40" West 74.31 feet along said section line to the West line of said canal; thence North

18°10'00" East 56.28 feet along said West line to the North right of way line of 11000 South Street; thence South 89°55'40" East 74.31 feet along said right of way line to the East line of said canal; thence South 18°10'00" West along said East line to the point of BEGINNING.

AND FURTHER LESS AND EXCEPTING the following 3 parcels conveyed to Sandy City, more particularly described as follows:

BEGINNING at the Southeast corner of the Utah Auto Mall Phase 1, as recorded in Book 94-9 at Page 288, in the office of the Salt Lake County Recorder, said point lies North 89°55'40" West along the section line, 197.998 feet from the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, (basis of bearing North 89°55'40" West along the South line of the Southeast quarter of said Section 13); thence along said section line and the South line of said Utah Auto Mall Phase 1, North 89°55'40" West 513.357 feet to the proposed North line of 11000 South Street; thence along said proposed North line, Northeasterly 197.026 feet along the arc of a 353.500 foot radius curve to the right, having a chord bearing and length of North 74°06'18" East, 194.485 feet; thence continuing along said proposed North line, South 89°55'40" East 343.766 feet to the East line of said Utah Auto Mall Phase 1; thence along said East line, South 18°04'20" West 56.254 feet to the point of BEGINNING.

BEGINNING at a point on the East line of Utah Auto Mall Phase 1, as recorded in Book 94-9, at Page 288, in the office of the Salt Lake County Recorder, said point lies North 89°55'40" West along the section line, 197.998 feet and North 18°04'20" East 34.698 feet from the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, (basis of bearing North 89°55'40" West along the South line of the Southeast quarter of said Section 13); thence along the East line of said Utah Auto Mall Phase 1, North 18°04'20" East 21.555 feet to the proposed North line of 11000 South Street; thence along said proposed North line, South 89°55'40" East 264.509 feet to the West line of State Street; thence along said West line, South 0°03'30" East 20.923 feet; thence North 89°38'20" West 83.860 feet; thence North 89°55'40" West 187.359 feet to the point of BEGINNING.

BEGINNING at the Southwest corner of Lot 19, Utah Auto Mall Phase 1, as recorded in Book 94-9, at Page 288, in the office of the Salt Lake County Recorder, said point lies North 89°55'40" West along the section line, 818.547 feet from the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, (basis of bearing North 89°55'40" West along the South line of the Southeast quarter of said Section 13); thence along the East line of Auto Mall Drive, North 10°09'59" West 131.400 feet to the proposed new East line of Auto Mall Drive; thence along said proposed new East line, Southeasterly 95.813 feet along the arc of a 281.243 foot radius curve to the left having a chord bearing and length of South 19°55'34" East, 95.350 feet; thence continuing along said proposed new East line, Southeasterly, 48.250 feet along the arc of a 290 foot radius curve to the left having a chord bearing and length of South 34°27'08" East 48.194 feet to the Section line and South line of Utah Auto Mall Phase 1; thence along said section line, North 89°55'40" West 36.568 feet to the point of BEGINNING.

Lot 3

That certain real property located at 10985 S Auto Mall Dr., Sandy, Utah, also known as Salt Lake Tax Parcel No. 27134760440000.

Beginning at a point on the East line of Auto Mall Drive, said point being North 89°55'40" West

886.67 feet along the Section line and North 379.82 feet from the Southeast corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence North 79°50'01" East 246.65 feet; thence South 45°00'00" East 21.85 feet; thence East 365.47 feet; thence South 355.19 feet to the North line of 11000 South Street; thence along said North line the following (2) courses: North 89°55'40" West 261.21 feet to a point on a 353.50 foot radius curve to the left (radius bears South 00°04'20" West) and along the arc of said curve 218.47 feet to a point on a 36.00 foot radius curve to the right (radius bears North 35°20'15" West); thence along the arc of said curve 52.23 feet to a point on the East line of Auto Mall Drive thence along said East line the following (3) courses: North 42° 12'53" West 29.63 feet to a point on a 159.48 foot radius curve to the right, (radius bears North 47°43'54" East), along the arc of said curve 89.50 feet and North 10°09'59" West 290.07 feet to the point of beginning.

EXHIBIT B

Depiction of Easement

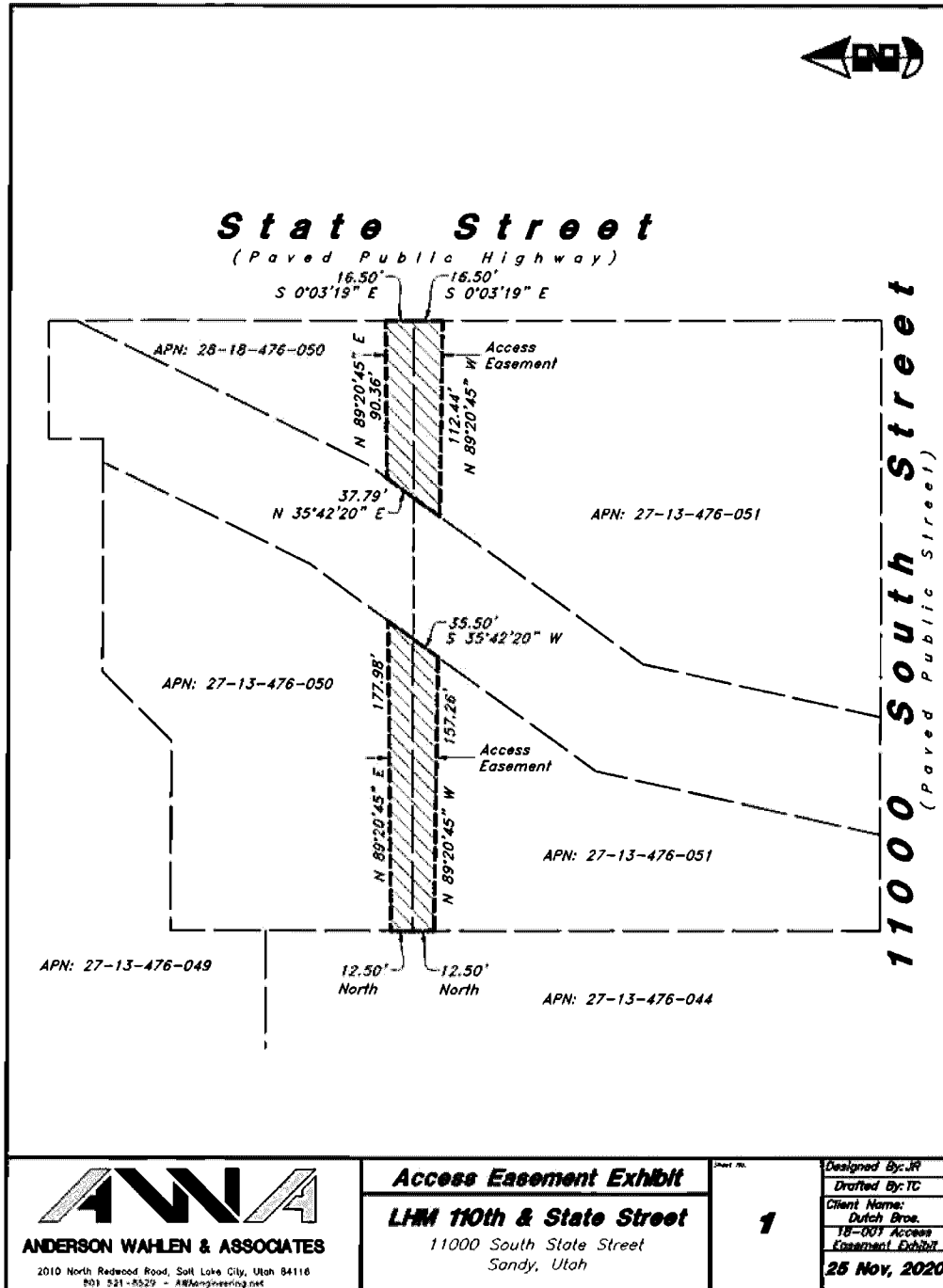


EXHIBIT C

Description of Easement

West Access

A part of the Southeast Quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a Common Boundary Corner located 262.97 feet North 89°55'40" West along the Section Line; and 323.38 feet North along a Common Boundary Line from the Southeast Corner of said Section 13; and running thence North 12.50 feet along a Common Boundary Line; thence North 89°20'45" East 177.98 feet to the Westerly Right-of-way Line of an existing 66.0 foot wide Canal; thence South 35°42'20" West 35.50 feet along said Westerly Line; thence North 89°20'45" West 157.26 feet to a Common Boundary Line; thence North 12.50 feet along said Common Boundary Line to the point of beginning.

Contains 4,510 sq ft

East Access

A part of the Southeast Quarter of Section 13, Township 3 South, Range 1 West, and the Southwest Quarter of Section 18, Township 3 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey in Salt Lake County, Utah:

Beginning at a Common Boundary Corner on the West Line of State Street located 262.97 feet North 89°55'40" West along the Section Line; 323.38 feet North along a Common Boundary Line; and 350.29 feet East along a Common Boundary Line from the Southeast Corner of said Section 13; and running thence South 0°03'19" East 16.50 feet along said West Line of State Street; thence North 89°20'45" West 112.44 feet to the Easterly Right-of-way Line of an existing 66.0 foot wide Canal; thence North 35°42'20" East 37.79 feet along said Easterly Line; thence North 89°20'45" East 90.36 feet to the West Line of State Street; thence South 0°03'19" East 16.50 feet along said West Line of State Street to the point of beginning.

Contains 3,230 sq ft