

18/4

When recorded return to:  
WARD, MILLER & GEYER, LLC  
165 South Main Street, 2<sup>nd</sup> Floor  
Salt Lake City, Utah 84111  
Attn: Curtis R. Ward

RECORDED  
OCT 26 2007  
CITY RECORDER

10357823  
02/26/2008 03:17 PM \$48.00  
Book - 9574 Pg - 7546-7563  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
ERNEST D MILLMORE, CSIM  
BRIDGE BLDG.  
5295 COMMERCE DR, STE 175  
MURRAY UT 84107  
BY: KLD, DEPUTY - W1 18 P.

**DECLARATION AND GRANT OF EASEMENTS**

THIS DECLARATION AND GRANT OF EASEMENTS (this "**Declaration**") is entered into as of the 11<sup>th</sup> day of September, 2007, between, City Front Partners, LLC, a Utah limited liability company ("**CFP**"), and City Front Partners II, LLC, a Utah limited liability company ("**CFP2**"), collectively, the "**Parties**", and individually, a "**Party**".

**RECITALS**

**WHEREAS**, CFP is the Owner (defined later) of that certain real property located at the southwest corner of North Temple and 600 West, in Salt Lake City, Utah, which real property is more particularly described on Exhibit "A" attached hereto and incorporated herein by reference ("**CFP Property**").

**WHEREAS**, CFP2 is the Owner of that certain real property located at the northwest corner of South Temple and 600 West, in Salt Lake City, Utah, which real property is more particularly described on Exhibit "B" attached hereto and incorporated herein by reference ("**CFP2 Property**").

**WHEREAS**, the CFP Property and the CFP2 Property are shown on the site plan attached hereto as Exhibit "C" and incorporated herein by reference ("**Site Plan**").

**WHEREAS**, the CFP Property has been developed as a mixed-use project commonly known as "Citifront Apartments" ("**CFP Project**").

**WHEREAS**, the CFP Project includes a parking structure which is shown as "Existing Parking Garage 4 Levels" on the Site Plan ("**Existing CFP Parking Structure**").

**WHEREAS**, CFP2 intends to develop the CFP2 Property as a residential condominium project substantially as shown on the Site Plan ("**CFP2 Project**").

**WHEREAS**, the CFP2 Project will include the construction of a 3 level parking structure in the location shown as "Proposed Parking Structure" on the Site Plan ("**New CFP2 Parking Structure**").

**WHEREAS**, the Existing CFP Parking Structure and the New CFP2 Parking Structure are sometimes referred to herein individually as a "**Parking Structure**", and collectively as the "**Parking Structures**".

**WHEREAS**, the Parking Structures have been designed to function together, sharing access to and from adjacent streets and over, through and across the drive lanes within the Parking Structures that provide access to and from the parking spaces located therein.

**WHEREAS**, it is the intent and desire of the Parties and the purpose of this Declaration to (i) provide for certain access over, through and across the Access Easement Area (defined later) for the benefit of the Permittees (defined later), (ii) to provide an easement for the construction, reconstruction, use and operation of the portion of the New CFP2 Parking Structure located on the CFP Property, and (iii) set forth certain other matters and agreements regarding the Parking Structures and the Access Easement Area, all as more particularly hereinafter provided.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. PRELIMINARY.

1.1 Incorporation. The above Recitals are hereby incorporated in and made an integral part of this Declaration.

1.2 Definitions.

(a) **“Access Easement Area”** means that portion of the Entire Property shown as “Access Easement” on the Site Plan, as more particularly described in Exhibit “D” attached hereto and incorporated herein by reference, and the drive lanes within the Parking Structures as they may exist from time to time.

(b) **“Consenting Owners”** means the record fee simple owners of the Access Easement Area, the Parking Structures and the land upon which the Parking Structures are located.

(c) **“Encroachment Easement Area”** means that portion of the CFP Property shown as “Encroachment Easement Area” on the Site Plan, as more particularly described in Exhibit “E” attached hereto and incorporated herein by reference.

(d) **“Entire Property”** means the CFP Property and the CFP2 Property.

(e) **“Owner”** means the record fee simple owner of any portion of the Entire Property (including, but not limited to, condominium unit owners).

(f) **“Permittees”** means the Owners and their respective tenants, contractors, employees, agents, licensees and invitees, and the subtenants, contractors, employees, agents, licensees and invitees of such tenants.

2. EASEMENTS.

2.1 Grant of Easements for Access. CFP, as grantor, hereby grants to CFP2, as grantee, for the benefit of the CFP2 Property, and as a burden upon the CFP Property, a nonexclusive easement for use by the Permittees for ingress and egress by vehicular and pedestrian traffic upon, over and across those portions of the Access Easement Area located on the CFP Property. CFP2, as grantor, hereby grants to CFP, as grantee, for the benefit of the CFP Property, and as a burden upon the CFP2 Property, a nonexclusive easement for use by the Permittees for ingress and egress by vehicular and pedestrian traffic upon, over and across those portions of the Access Easement Area located on the CFP2 Property. The Owners shall use and cause to be used the Access Easement Area in such manner as will not unreasonably interfere with its use for the purposes set forth above. The Owners shall not place, or cause to be placed, any obstruction on the Access Easement Area or permit any activity thereon which would permanently or unreasonably impede the flow of vehicular and/or pedestrian traffic upon, over or across the Access Easement Area.

2.2 No Reciprocal Parking Rights Granted. The parking spaces within the Existing CFP Parking Structure are for the sole and exclusive use of the Permittees of the CFP Project, and the Permittees of the CFP2 Project shall have no right to use the parking spaces within the Existing CFP Parking Structure. The parking spaces within the New CFP2 Parking Structure are for the sole and exclusive use of the Permittees of the CFP2 Project, and the Permittees of the CFP Project shall have no right to use the parking spaces within the New CFP2 Parking Structure.

2.3 Construction of the Parking Structures and Other Improvements on the Access Easement Area. CFP has completed construction of the Existing CFP Parking Structure and the driveways and related improvements on that portion of the Access Easement Area located on the CFP Property. CFP2 shall construct the New CFP2 Parking Structure and the driveways and related improvements on that portion of the Access Easement Area located on the CFP2 Property, all in accordance with plans and specifications approved by CFP, which approval shall not be unreasonably withheld or delayed. Such approved plans and specifications are referred to herein as the "**Plans and Specs**". The Parties acknowledge and agree that, while the New CFP2 Parking Structure and the Existing CFP Parking Structure are separate structures, they will be connected at several locations to provide vehicular and pedestrian access and circulation between the 2 structures, all in accordance with the Plans and Specs. The Parties hereby approve such connections and hereby grant to each other such easements as are necessary for the construction, use and maintenance of such connections. All construction performed hereunder shall be done in a good and workmanlike manner and diligently prosecuted to completion in accordance with the Plans and Specs and applicable laws, rules, regulations, codes and ordinances.

2.4 Grant of Encroachment Easements. CFP, as grantor, hereby grants to CFP2, as grantee, for the benefit of the CFP2 Property, and as a burden upon the CFP Property, an exclusive easement on, over, and under the Encroachment Easement Area for the construction, reconstruction, remodeling, operation and use of the New CFP2 Parking Structure. All improvements constructed or located on the Encroachment Easement Area shall be the sole and exclusive property of CFP2 and its success and assigns.

2.5 Maintenance and Repair of Parking Structures and Improvements on the Access Easement Area. Each Owner shall maintain, or cause to be maintained, at its sole cost and expense, the Parking Structure owned by such Owner and the improvements on the Access Easement Area outside of the Parking Structures located on the real property of such Owner, at all times in good and clean condition and repair, which shall include, but not be limited to, the following:

(a) Maintaining the paved surfaces in a level, smooth and evenly covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal or superior in quality, use and durability;

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

(c) Placing, keeping in repair, and replacing any necessary appropriate directional signs, markers and lines;

(d) Operating, keeping in repair, and replacing, where necessary, such artificial lighting facilities as shall be reasonably required;

(e) Maintaining such security gates and security systems as shall be reasonably required and as approved by the Consenting Owners; and

(f) Maintain all structural and non-structural portions of the Parking Structures, including, but not limited to, footings and foundation, walls, roofs, floor slabs, railings, and fire safety improvements; and

(g) Maintaining free and unobstructed access to, from and within the Parking Structures and the adjacent public streets over the Access Easement Area.

### 3. INDEMNIFICATION AND INSURANCE.

3.1 Indemnification of Owners. Each Owner hereby indemnifies, holds harmless and agrees to defend the other Owner(s) from and against all claims, damages, expenses (including, without limitation, attorneys' fees and reasonable investigative and discovery costs), liabilities and judgments on account of injury to persons, loss of life, or damage to property occurring on the Access Easement Area or on the ways immediately adjoining the Access Easement Area, caused by the willful acts or active or passive negligence of the indemnifying Owner, or its tenants, or its or their respective agents, servants or employees; provided, the indemnifying Owner does not indemnify the other Owner(s) against any injury, loss of life, or damage which is caused by the active or passive negligence of the other Owner(s), or its tenants, or its or their agents, servants or employees.

3.2 Waiver of Certain Rights. With respect to any loss or damage that may occur to the Parking Structures or the improvements located on the Access Easement Area, arising from any peril

customarily insured under a fire and extended coverage insurance policy, regardless of the cause of origin, excluding willful acts but including negligence of the Owners or the Permittees, the entity carrying such insurance and suffering such loss hereby releases the other Owners from all claims with respect to such loss; and each such Owner agrees that their respective insurance companies shall have no right of subrogation against the other Owners on account of any such loss, and each such Owner shall procure from its respective insurer under all policies of fire and extended coverage insurance a waiver of all rights of subrogation against the other Owners which the insurers might otherwise have under such policies.

3.3 Liability Insurance Coverage and Limits. Each Owner agrees to maintain and/or cause to be maintained, at its sole cost and expense, liability insurance insuring its interests against claims for bodily injury, death and property damage occurring on, in or about the Access Easement Area and the ways immediately adjoining the Access Easement Area, with a "Combined Single Limit" (covering bodily injury liability and property damage liability) of not less than Two Million Dollars (\$2,000,000) for total claims for any one (1) occurrence. Any required insurance may be in the form of blanket coverage, so long as such blanket policy does not reduce the limits nor diminish the coverage required herein.

3.4 Performance of Indemnity Agreements. All policies of insurance required under this Article shall insure the performance of the Owner insured thereunder of the indemnity agreements contained herein, and shall contain a provision that the insurance company will give the other Owner(s) thirty (30) days advance written notice of any cancellation or lapse, or the effective date of any reduction in the amounts or scope of coverage. Upon request, each Owner shall deliver, or cause to be delivered, to the requesting Owner a certificate of insurance, reasonably satisfactory in form and substance, evidencing all insurance required to be maintained hereunder. Each Owner shall promptly notify the other Owner of any asserted claim with respect to which such Owner is or may be indemnified against hereunder, and shall deliver to such Owner copies of process and pleadings.

#### 4. CASUALTY AND CONDEMNATION.

4.1 Casualty. In the event a Parking Structure or any improvements outside of the Parking Structures located on the Access Easement Area ("**Driveway Improvements**") are damaged or destroyed by fire or other casualty or any other cause whatsoever, the Owner of the Parking Structure and/or Driveway Improvements so damaged or destroyed shall forthwith proceed with due diligence to removed any debris and to restore the Parking Structure and/or Driveway Improvements so damaged or destroyed, as the case may be, to substantially the same condition as immediately prior to such damage or destruction. In such event, the Owner of the Parking Structure and/or Driveway Improvements so damaged or destroyed, shall immediately take all necessary emergency action so that the portions of the Parking Structures and/or Driveway Improvements that are not damaged or destroyed can be utilized and enjoyed for the purposes herein provided with a minimum of disruption. In such event, the Owners agree to work together in good faith to minimize any interference with the continued use and enjoyment of those portions of the Parking Structures and/or Driveway Improvements that are not damaged or destroyed.

4.2 Condemnation.

(a) Owner's Right to Award. Nothing herein shall be construed to give any Owner any interest in any award or payment made to any other Owner in connection with any exercise of eminent domain, or transfer in lieu thereof, affecting any other Owner's property, or to give the public or any government any rights in any property. In the event of any exercise of eminent domain, or transfer in lieu thereof, of any part of the Parking Structures or Access Easement Area, the award attributable to the land and improvements taken shall be payable only to the Owner in fee thereof, and no claim thereto shall be made by any other Owner.

(b) Restoration of Access Easement Area and Parking Structures. In the event any portion of any Parking Structure and/or Driveway Improvements are so condemned or transferred, then the remaining portion of the Parking Structures and/or Driveway Improvements, as the case may be, shall be restored by the Owner(s) thereof, as near as reasonably practicable to the condition thereof immediately prior to such condemnation or transfer, all in accordance with plans and specifications approved by the Consenting Owners, which approval shall not be unreasonably withheld or delayed. In such event, the Owners agree to work together in good faith to minimize any interference with the continued use and enjoyment of those portions of the Parking Structures and/or Driveway Improvements, as the case may be, that are not so condemned.

5. DEFAULT

5.1 Default and Right to Cure. Should any Owner fail to timely perform any of its obligations hereunder, and thereafter fail to diligently commence performing such obligation within thirty (30) days following its receipt of a Consenting Owner's written demand therefor, and diligently and continuously pursue such performance to completion, the Consenting Owner giving such notice shall, in addition to any other remedy provided at law, in equity or in this Declaration, have the right (but not the obligation) to perform such obligation on behalf of the defaulting Owner and the defaulting Owner shall reimburse the curing Consenting Owner for the cost of performing such work within thirty (30) days after receipt of billing therefor and proof of payment thereof. All sums not so reimbursed within such thirty (30) day period shall bear interest at a rate equal to the then published "Prime Rate" of Citibank, N.A., plus ten percent (10%) per annum (the Owners acknowledging that such rate may not be the lowest or "best" rate), or the highest legal rate of interest, whichever is less, from the date of billing until paid.

5.2 Breach Shall Not Permit Termination. No breach of this Declaration shall entitle any Owner to cancel, rescind or otherwise terminate this Declaration.

6. GENERAL PROVISIONS

6.1 Successors and Assigns. This Declaration and the easements herein granted shall run with the land and shall inure to the benefit of and be binding upon the Owners, their heirs,

successors, assigns and personal representatives, and upon any person acquiring any interest in the Entire Property.

6.2 Duration. This Declaration and the easements herein granted shall remain in full force and effect until terminated in accordance with the provisions of the Section 6.3 below.

6.3 Modification and Termination. This Declaration may not be modified in any respect whatsoever or terminated, in whole or in part, except with the consent of the Consenting Owners, and then only by written instrument duly executed and acknowledged by the Consenting Owners and recorded in the office of the recorder of the county in which the Entire Property is located. Furthermore, as long as either Parking Structure remains in place and is being used for the purposes herein permitted, this Declaration may not be terminated or modified in any way that materially and adversely affects or alters the easements granted herein without the prior written consent of Salt Lake City Corporation ("SLCC") which SLCC, by its signature below, agrees shall not be unreasonably withheld or delayed.

6.4 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this Declaration shall be strictly limited to and for the purposes herein expressed.

6.5 Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or at such other address as the Parties may designate by written notice in the above manner:

To CFP:

City Front Partners, LLC  
5295 South Commerce Dr., Ste. 175  
Murray, Utah 84107  
Attn: Danuel R. Stanger  
Fax No.: (801) 284-2919

To CFP2:

City Front Partners II, LLC  
5295 South Commerce Dr. Ste. 175  
Murray, Utah 84107  
Attn: D. Russell Minnick  
Fax No.: (801) 284-2909

AND

SL Neighborhood Housing Service  
622 West 500 North  
Salt Lake City, Utah 84116  
Attn: Maria J. Garciaz, Executive Director  
Fax No.: (801) 539-1593

Communications may also be given by fax, provided the communication is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery

if delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery.

6.6 Attorney's Fees. In the event either Party commences a legal proceeding to enforce any of the terms of this Declaration, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, to be fixed by the court in the same action.

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

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

6.9 No Third Party Beneficiary Rights. Except for the consent rights of SLCC set forth in Section 6.3 above, this Declaration is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person not a party hereto.

6.10 Captions and Headings. The captions and headings in this Declaration are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

6.11 Entire Agreement. This Declaration contains the entire agreement between the Parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Declaration shall be construed as a whole and not strictly for or against any Party.

6.12 Construction. In construing the provisions of this Declaration and whenever the context so requires, the use of a gender shall include all other genders, the use of the singular shall include the plural, and the use of the plural shall include the singular.

6.13 Recordation. This Declaration shall be recorded in the office of the recorder of the county in which the Entire Property is located.



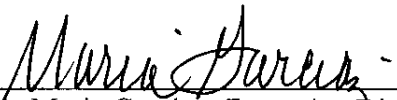
IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

**CITY FRONT PARTNERS, LLC,**  
a Utah limited liability company

By: Bridge Development, L.C.,  
a Utah limited liability company  
Its: Managing Member

By   
D. Russell Minnick, Manager

By: Salt Lake Neighborhood Housing Services, Inc.,  
a Utah non-profit corporation  
Its: Managing Member

By   
Maria Garcia, Executive Director

“CFP”

**CITY FRONT PARTNERS II, LLC,**  
a Utah Limited Liability Company

By: Bridge City Front Management, LLC,  
a Utah limited liability company  
Its: Manager

By: Bridge Investment Group, LLC,  
a Utah limited liability company  
Its: Manager

By   
D. Russell Minnick, Manager

“CFP2”



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

On this 11<sup>th</sup> day of September, 2007, before me, the undersigned, a Notary Public in and for such County and State, personally appeared D. Russell Minnick, personally known to me or proved to me on the basis of satisfactory evidence to be the Manager of Bridge Development, L.C., a Utah limited liability company, which is the Managing Member of City Front Partners, LLC, a Utah limited liability company, the company that executed the foregoing instrument, and acknowledged to me that such instrument is the free and voluntary act and deed of such company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute such instrument.

WITNESS MY HAND and official seal hereto, affixed the day, month and year in this certificate first above written.

My commission expires:

10-1-2008

Devan Le Mensah

Notary Public in and for the State of Utah  
Residing at Murray, Utah.



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

On this 12 day of September, 2007, before me, the undersigned, a Notary Public in and for such County and State, personally appeared Maria Garciaz, personally known to me or proved to me on the basis of satisfactory evidence to be the Executive Director of Salt Lake Neighborhood Housing Services, Inc., a Utah non-profit corporation, which is the Managing Member of City Front Partners, LLC, a Utah limited liability company, the company that executed the foregoing instrument, and acknowledged to me that such instrument is the free and voluntary act and deed of such company, for the uses and purposes therein mentioned, and on oath stated that she is authorized to execute such instrument.

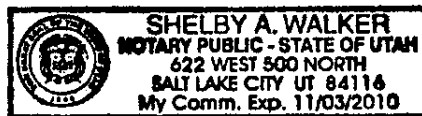
WITNESS MY HAND and official seal hereto, affixed the day, month and year in this certificate first above written.

My commission expires:

11/3/2010

Shelby A. Walker

Notary Public in and for the State of Utah  
Residing at Salt Lake, Utah.



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

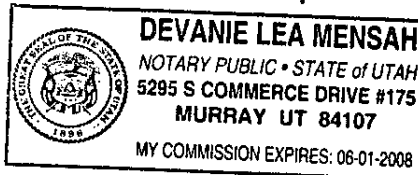
On this 17<sup>th</sup> day of September, 2007, before me, the undersigned, a Notary Public in and for such County and State, personally appeared D. Russell Minnick, personally known to me or proved to me on the basis of satisfactory evidence to be the Manager of Bridge Investment Group, LLC, a Utah limited liability company, which is the Manager of Bridge City Front Management, LLC, a Utah limited liability company, which is the Manager of City Front Partners II, LLC, a Utah limited liability company, the company that executed the foregoing instrument, and acknowledged to me that such instrument is the free and voluntary act and deed of such company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute such instrument.

WITNESS MY HAND and official seal hereto, affixed the day, month and year in this certificate first above written.

My commission expires:

06-01-2008

Devanie Le Mensah  
Notary Public in and for the State of Utah  
Residing at Murray, Utah.



**EXHIBIT "A"**

**Legal Description of CFP Property**

**CFP RECORD LEGAL DESCRIPTION (BK-8618 PG-5505)**

BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF NORTH TEMPLE STREET AND THE WEST RIGHT-OF-WAY LINE OF 600 WEST STREET, SAID POINT ALSO BEING THE NORTHEAST CORNER OF BLOCK 60, PLAT C, SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 89°58'06" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF NORTH TEMPLE STREET 466.56 FEET TO THE WEST LINE OF UDOT PARCEL NO, 15-7:160:E OF OFFICIAL RECORDS; THENCE ALONG SAID WEST LINE THE FOLLOWING 4 COURSES: SOUTH 16°16'45" WEST 257.95 FEET AND SOUTH 89°58'57" WEST 9.67 FEET TO A POINT ON THE ARC OF A 3427.49 FOOT RADIUS CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 00°47'25" AND SOUTHERLY ALONG SAID ARC 47.27 FEET TO A POINT OF TANGENCY AND SOUTH 18°17'53" WEST 83.03 FEET; THENCE NORTH 89°58'06" EAST 233.85' FEET TO THE WEST SIDE OF A METAL BUILDING; THENCE NORTH 00°07'20" EAST ALONG SAID WEST LINE AND LINE EXTENDED 123.79 FEET; THENCE NORTH 89°58'06" EAST 190.03 FEET TO THE CENTER OF LOT 7 IN SAID BLOCK 60; THENCE NORTH 00°01'00" WEST 41.26 FEET; THENCE NORTH 89°58'06" EAST 165.09 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF 600 WEST STREET; THENCE NORTH 00°01'00" WEST ALONG SAID RIGHT-OF-WAY LINE 206.28 FEET TO THE POINT OF BEGINNING.

08-36-353-018

**EXHIBIT "B"**  
**Overall Legal Description of CFP2 Property**

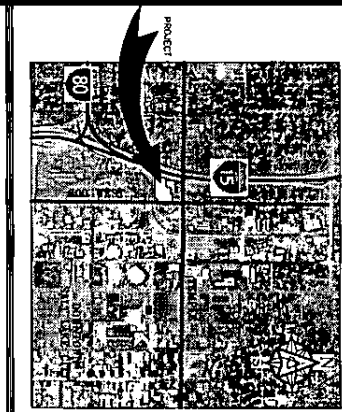
✓ BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 60, PLAT 'C', SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 0°00'30" WEST 66.73 FEET; MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 15; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 16°11'03" EAST 63.41 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 18°18'21" EAST 169.98 FEET; MORE OR LESS TO THE SOUTHERLY LINE OF THE PROPERTY CONVEYED AND RECORDED ON PAGE 5507 OF BOOK 8618 OF THE SALT LAKE COUNTY RECORDER'S OFFICIAL RECORD; THENCE ALONG SAID INSTRUMENT THE FOLLOWING 5 COURSES:

1. NORTH 89°58'18" EAST 234.45 FEET (N 89°58'06" E 233.85 FEET PER BK 8618 PG 5507);
2. NORTH 0°01'00" EAST 123.75 FEET (N 00°07'20" E 123.79 FEET PER BK 8618 PG 5507);
3. NORTH 89°59'00" EAST 189.75 FEET (N 89°58'06" E 190.03 FEET PER BK 8618 PG 5507);
4. NORTH 0°01'00" WEST 41.25 FEET (N 00°01'00" W. 41.26 FEET PER BK 8618 PG 5507);
5. THENCE NORTH 89°59'00" EAST 165.00 FEET (N 89°58'06" E 165.09 FEET PER BK 8618 PG 5507); MORE OR LESS TO THE EAST LINE OF SAID BLOCK 60; THENCE SOUTH 0°01'00" EAST 383.76 FEET; THENCE ALONG THE LINES DESCRIBED AND RECORDED IN BOOK 9511 AT PAGES 1878/1879 AND BOOK 9511 PAGES 1712/1713 THE FOLLOWING THREE (3) COURSES:

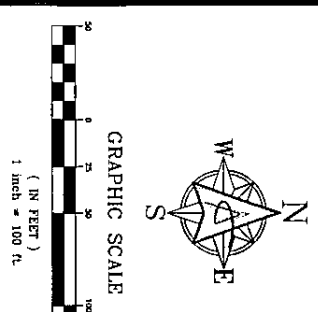
1. ALONG A NON-TANGENT 25.00 FOOT RADIUS CURVE TO THE RIGHT; RUNNING THENCE WESTERLY ALONG THE ARC OF SAID CURVE 2.35 FEET THROUGH A DELTA OF 5°23'08" (NOTE: CHORD TO SAID CURVE BEARS SOUTH 84°28'16" WEST (S 84°28'33" W) FOR A DISTANCE OF 2.35 FEET)
2. TO A POINT OF REVERSE CURVATURE WITH A RADIUS OF 136.5 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE 83.01 FEET THROUGH A DELTA OF 34°50'40" (NOTE: CHORD TO SAID CURVE BEARS SOUTH 69°44'30" WEST (S 69° 44'47" W) FOR A DISTANCE OF 81.74 FEET)
3. TO A POINT OF REVERSE CURVATURE WITH A RADIUS OF 261.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE 89.54 FEET (CFP-84.98 FEET SLC-4.36 FEET) THROUGH A DELTA OF 19°39'19" (CFP-18°39'16" + SLC-00°57'26"=19°36'42") (NOTE: CHORD TO SAID CURVE BEARS SOUTH 62°08'49" WEST FOR A DISTANCE OF 89.10 FEET (CFP-84.60 FEET SLC-4.36 FEET)

MORE OR LESS TO THE SOUTH LINE OF SAID BLOCK 60 FROM WHICH POINT THE SOUTHEAST CORNER OF SAID BLOCK 60 BEARS NORTH 89°57'55" EAST 157.81 FEET; THENCE ALONG THE SOUTH LINE OF SAID BLOCK 60 SOUTH 89°57'55" WEST 502.53 FEET TO THE POINT OF BEGINNING.

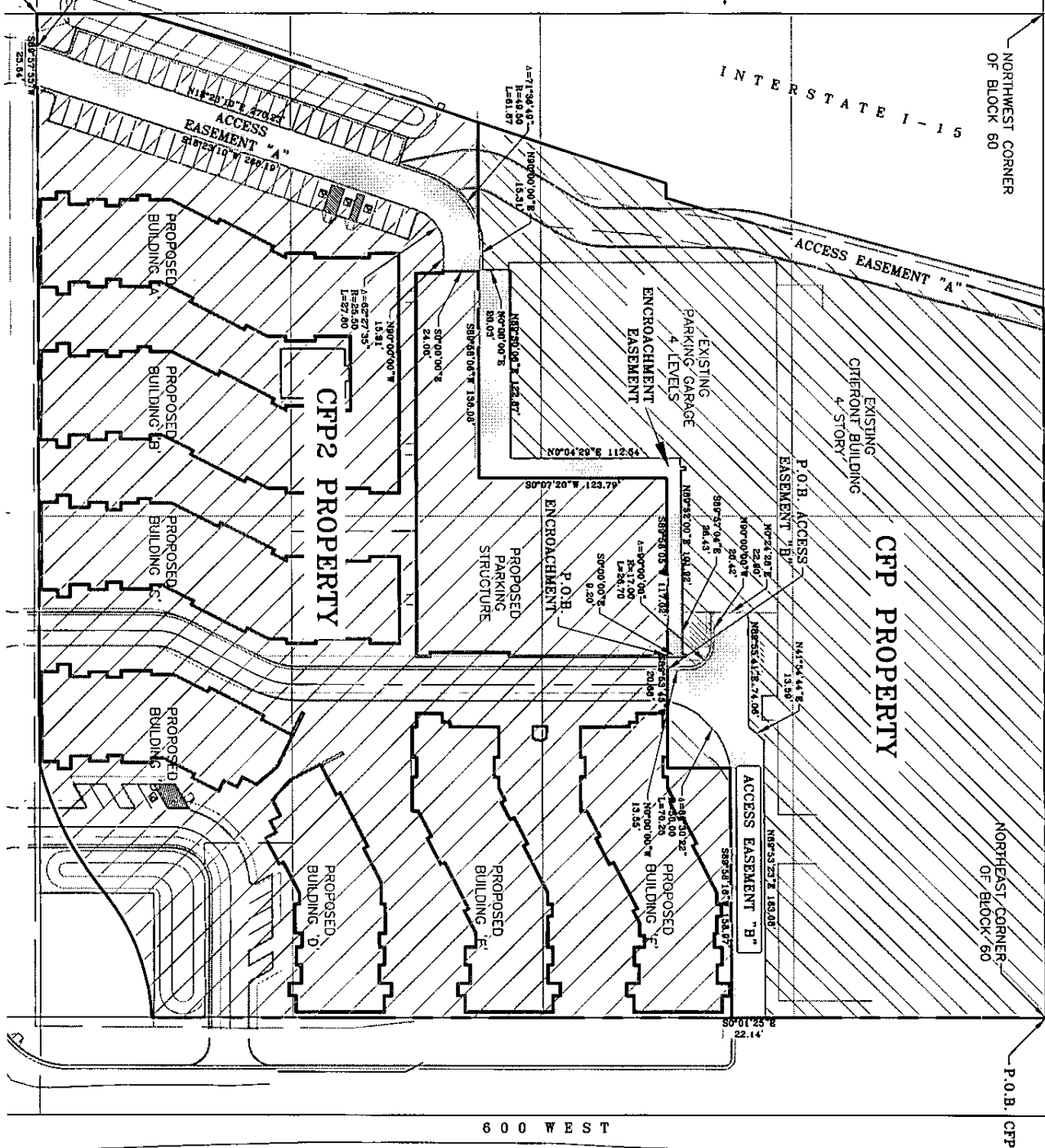
CONTAINS 227,615 SQUARE FEET OR 5.225 ACRES.



CITIFRONT DEVELOPMENT  
EXHIBIT "C"  
A PART OF BLOCK 60 PLAT "C" SALT LAKE CITY SURVEY  
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 36,  
TOWNSHIP 1 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN,  
SALT LAKE CITY, UTAH.



P.O.B. ACCESS  
EASEMENT "A"



NORTHWEST CORNER  
OF BLOCK 60

NORTH TEMPLE

NORTHEAST CORNER  
OF BLOCK 60

P.O.B. CFP

600 WEST

SOUTH TEMPLE

NO.	DATE	BY	REVISIONS
0	07/27/2011	BRM	ISSUED TO CLIENT
1			
2			
3			

DRAWN BY: JLM  
DESIGN BY: BSN  
CHECKED BY: BSN  
DATE: 07/18/11

CLIENT: BRIDGE GROUP  
ONE FREELIN ST. B. AVE  
JOB NO: BR11-01-05  
DRAWING IS REDUCED TO THIS PLAN SCALE  
DIMENSIONS AND NOTES ARE PROPORTIONAL TO THIS SCALE

WARD ENGINEERING GROUP  
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LOCATED IN THE SOUTHWEST QUARTER OF  
SECTION 36, TOWNSHIP 1 NORTH, RANGE 1 WEST,  
SALT LAKE BASE AND MERIDIAN

SHEET:  
1 OF 1



**EXHIBIT "D"**

**Legal Description of Access Easement Area**

**ACCESS EASEMENT "A" (as shown on Site Plan)**

BEGINNING AT A POINT WHICH IS NORTH 89°57'55" EAST 21.23 FEET FROM THE SOUTHWEST CORNER OF BLOCK 60, PLAT 'C', SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 18°23'10" EAST 270.23 FEET TO A POINT OF CURVATURE OF A 49.50 FEET CURVE TO THE RIGHT; THENCE NORTHEASTERLY ALONG SAID CURVE 61.87 FEET (CHORD BEARS NORTH 54°11'35" EAST 57.92 FEET); THENCE NORTH 90°00'00" EAST 15.31 FEET; THENCE SOUTH 0°00'00" EAST 24.00 FEET; THENCE NORTH 90°00'00" WEST 15.31 FEET TO A POINT OF CURVATURE OF A 25.50 FEET CURVE TO THE LEFT; THENCE SOUTHWESTERLY ALONG SAID CURVE 27.80 FEET (CHORD BEARS SOUTH 58°46'13" WEST 26.44 FEET); THENCE SOUTH 18°23'10" WEST 266.19 FEET; THENCE SOUTH 89°57'55" WEST 25.64 FEET TO THE POINT OF BEGINNING.

CONTAINS 7,968 SQUARE FEET OR 0.183 ACRES.

**ACCESS EASEMENT "B" (as shown on Site Plan)**

BEGINNING AT A POINT WHICH IS NORTH 89°57'55" EAST 431.51 FEET AND NORTH 0°02'05" WEST 412.65 FEET FROM THE SOUTHWEST CORNER OF BLOCK 60, PLAT 'C', SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 0°00'00" WEST 13.55 FEET TO A POINT ON A 17.00 FOOT RADIUS CURVE TO THE LEFT; THENCE NORTHWESTERLY ALONG SAID CURVE 26.70 FEET (CHORD BEARS NORTH 45°00'00" WEST 24.04 FEET); THENCE NORTH 90°00'00" WEST 20.42 FEET; THENCE NORTH 0°24'28" EAST 22.90 FEET; THENCE NORTH 89°55'41" EAST 74.06 FEET; THENCE NORTH 41°54'44" EAST 13.59 FEET; THENCE NORTH 89°53'23" EAST 183.08 FEET; THENCE SOUTH 0°01'25" EAST 22.14 FEET; THENCE SOUTH 89°58'16" WEST 158.97 FEET TO A POINT ON A 50.00 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT, OF WHICH THE CENTER BEARS SOUTH; THENCE SOUTHWESTERLY ALONG SAID CURVE 70.25 FEET (CHORD BEARS SOUTH 49°44'49" WEST 64.62 FEET); THENCE SOUTH 89°53'45" WEST 20.68 FEET TO THE POINT OF BEGINNING.

CONTAINS 6,902 SQUARE FEET OR 0.158 ACRES.

**EXHIBIT "E"**

**Legal Description of Encroachment Easement Area**

**ENCROACHMENT EASEMENT (as shown on Site Plan)**

✓ COMMENCING AT THE SOUTHWEST CORNER OF BLOCK 60, PLAT 'C', SALT LAKE CITY SURVEY AND RUNNING THENCE NORTH 0°00'30" WEST 66.73 FEET MORE OR LESS TO THE WESTERLY RIGHT OF WAY LINE OF INTERSTATE 15; THENCE ALONG SAID RIGHT OF WAY LINE NORTH 16°11'03" EAST 63.41 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE NORTH 18°18'21" EAST 169.92 FEET MORE OR LESS TO THE SOUTHERLY LINE OF THE PROPERTY CONVEYED AND RECORDED ON PAGE 5507 OF BOOK 8618 OF THE SALT LAKE COUNTY RECORDER'S OFFICIAL RECORD; THENCE ALONG SAID INSTRUMENT THE FOLLOWING 3 COURSES: 1) NORTH 89°58'06" EAST 233.81 FEET; 2) NORTH 0°07'59" EAST 123.76 FEET; 3) NORTH 89°58'06" EAST 117.02 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION, AND RUNNING THENCE SOUTH 89°58'05" WEST 117.02 FEET; THENCE SOUTH 00°07'20" WEST 123.79 FEET; THENCE SOUTH 89°58'06" WEST 136.08 FEET; THENCE NORTH 0°00'00" EAST 20.03 FEET; THENCE NORTH 89°50'06" EAST 122.87 FEET; THENCE NORTH 00°04'29" EAST 112.54 FEET; THENCE NORTH 89°52'00" EAST 101.92 FEET; THENCE SOUTH 89°57'04" EAST 28.43 FEET; THENCE SOUTH 0°00'00" EAST 9.20 FEET TO THE POINT OF BEGINNING.

CONTAINS 5,317 SQUARE FEET OR 0.122 ACRES, MORE OR LESS.