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 12/22/2006 11:45:00 AM \$37.00
 Book - 9398 Pg - 8656-8669
 Gary W. Ott
 Recorder, Salt Lake County, UT
 FIRST AMERICAN TITLE
 BY: eCASH, DEPUTY - EF 14 P.

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

THE KRASNOVE LAW FIRM
 3838 Carson Street, Suite 210
 Torrance, California 90503
 Attention: Edward Krasnove, Esq.

TAX ID # 21-29-376-063

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

EASEMENT AGREEMENT

This Easement Agreement (the "**Agreement**") is entered into this ___ day of December 2006 (the "**Effective Date**") by and between CAMPUS VIEW ASSOCIATES, LLC, a Delaware limited liability company ("**Campus View**") and THE PARK AT JORDAN LANDING, LLC, a Delaware limited liability company ("**The Park**"). Campus View and The Park are sometimes hereinafter referred to individually as a "**Party**" and collectively as "**Parties**".

RECITALS

WHEREAS, Campus View is the fee owner of certain real property located in the City of West Jordan, Utah and described in Exhibit A attached hereto and made a part hereof and shown on the site plan (the "**Site Plan**") attached hereto as Exhibit B and made a part hereof (the "**Campus View Property**");

WHEREAS, Campus View intends to develop the Campus View Property as a shopping center;

WHEREAS, The Park is the fee owner of certain real property located in the City of West Jordan, California and described in Exhibit A-1 attached hereto and made a part hereof and shown on the Site Plan (the "**Park Property**");

WHEREAS, The Park intends to develop the Park Property.

WHEREAS, Campus View desires to obtain an easement over portions of the Park Property for road construction, utility and access purposes and for the construction and maintenance of improvements, and The Park has agreed to grant and convey to Campus View easements over certain portions of the Park Property for such purposes as hereinafter more specifically set forth;

WHEREAS, The Park desires to obtain an easement over a portion of the Campus View Property for utility and access purposes, and Campus View has agreed to grant and convey to The Park a non-exclusive easement over a portion of the Campus View Property for such purpose as hereinafter more specifically set forth;

WHEREAS, the Parties desire to make certain mutual provisions for the construction, maintenance and operation of a roadway and other improvements upon their Properties, and to make certain other covenants and agreements as hereinafter more specifically set forth.

AGREEMENT

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Access Easements on Campus View Property and the Park Property.** The Park hereby grants and conveys to Campus View and its successors and assigns, a non-exclusive easement for access purposes in common with all others entitled to use the same, on, over and across that portion of the Park Property located within the property described on Exhibit C attached hereto and made a part hereof and shown on the Site Plan (the "**The Easement Area**"). Campus View hereby grants and conveys to The Park and its successors and assigns a non-exclusive easement for access purposes in common with all others entitled to use the same, on, over and across the Easement Area.

2. **Road Construction Easement on The Park Property.** The Park hereby grants and conveys to Campus View, and its successors and assigns, a non-exclusive easement, on, over, through and across the portion of the Park Property located within the Easement Area for the purpose of constructing, maintaining, operating, replacing, repairing and removing roadways, curbs, sidewalks and gutters (the "**Road Construction Work**"). The improvements on the Park Property resulting from Campus View's performance of the Road Construction Work are hereafter referred to in this Agreement as the "**Road Improvements.**"

3. **Utility Easement on the Park Property.** The Park hereby grants and conveys to Campus View, its successors and assigns, a non-exclusive easement upon, across, in, over and under a portion of the Park Property located within the Easement Area for ingress to, egress from, and the construction, installation, operation, maintenance, repair, removal, and replacement of Utility Facilities. Campus View hereby grants and conveys to The Park, its successors and assigns, a non-exclusive easement upon, across, in, over and the Easement area for ingress to, egress from, and the construction, installation, operation, maintenance, repair, removal, and replacement of Utility Facilities. As used in this Agreement, the term "Utility Facilities" means all utility and service lines and systems serving the Campus View Property and/or the Park Property or portions thereof, including sewers, ejector pumps, water pipes and systems, intake and exhaust vents, gas pipes and systems, sprinkler pipes and systems, drainage lines and systems, electrical power conduits, lines and wires, cable television lines, microwave communication systems, telephone conduits, lines and wires, security lines and systems, and other service or utility lines. The Park further grants and conveys to Campus View, and its successors and assigns, the right of assignment, in whole or in part, to any third party utility providers, without limitation, and the right to apportion or divide in whatever manner

Campus View deems desirable, the easement for Utility Facilities, including but not limited to all right of access and ingress and egress granted to Campus View in connection with such grant of easement. The Utility Facilities shall at all times remain the property of Campus View and The Park shall not damage the Utility Facilities nor interfere with Campus View's use of the Utility Facilities.

4. **Construction of Road Improvements and Utility Facilities.** The Park shall pay for one half of the cost (the "Pro Rata Share") of the construction of the Road Improvements and the Utility Facilities (the "Work"). The construction of the Work shall be subject to the following:

(a) All construction shall be in accordance with all applicable requirements of the City of West Jordan, Utah and all other governmental authorities having jurisdiction over the Easement Area.

(b) All construction shall be in accordance with all other covenants, conditions and restrictions of record.

(c) All construction shall be of good quality as to materials and workmanship.

(d) Campus View shall use commercially reasonable efforts to minimize any material interference with the use, occupancy and enjoyment of the Park Property during the course of construction of the Work.

(e) Within ten (10) days after the end of each month (or such longer period or at such longer intervals as chosen by campus View at Campus View's option) during the course of construction of the Work Campus View shall submit to The Park a certification form reasonably satisfactory to The Park, verifying the portion(s) of the Work completed during the previous month, as well as the amount Campus View believes it is entitled to receive from The Park for The Park's Pro Rata Share (the "Invoice"). Within thirty (30) days after the receipt by The Park of each Invoice, The Park shall pay to Campus View the amount indicated in the Invoice.

(f) The Park shall have no obligation to pay, nor shall Campus View be entitled to receive, any amount indicated in an Invoice, prior to receipt by The Park of (i) certification from Campus View, that the Work for which payment is sought has been substantially completed in accordance with the terms of this Agreement; and (ii) certification from Campus View that it has obtained conditional and/or full releases of and/or receipts, as applicable, for all labor and materials for which a mechanics' lien could be filed, that all amounts due and owing to any contractor or contractors have been paid, and that such contractor or contractors have paid all amounts due and owing for labor or materials supplied to any subcontractor or material suppliers, or ten (10) days after expiration of the time provided by law for the filing of mechanic's liens, with no such liens having been filed.

(g) Within thirty (30) days after completion of the Work, Campus View shall deliver to The Park a reasonably detailed final accounting of the cost of the Sitework

5. **No Build Area.** The Park agrees that except for the roadway to be constructed by

Campus View pursuant to the terms of this Agreement, no walls, fences, improvements, obstructions or barriers of any kind (whether temporary or permanent) shall be constructed, erected or permitted by The Park within the portion of the Park Property located within the Easement Area. The Park further grants to Campus View, its successors and assigns, and its and their contractors, agents and employees, the right to keep the portion of the Park Property located within the Easement Area free from buildings, equipment, brush, combustible material and any and all other obstructions of any kind and the right to trim or remove any tree, shrub, root or vine which in the opinion of Campus View may endanger the Road Improvements or the Utility Facilities, or any part thereof, or interfere with the exercise of the rights herein granted. Campus View agrees that except for the roadway it will construct pursuant to the terms of this Agreement, no walls, fences, improvements, obstructions or barriers of any kind (whether temporary or permanent) shall be constructed, erected or permitted by Campus View within the portion of the Campus View Property located within the Easement Area.

6. **Maintenance of Easement Area.** Campus View shall maintain, repair and replace or cause to be maintained, repaired and replaced, the Easement Area in a clean, sightly, good state of repair and safe condition. All repairs and replacements of improvements within the Easement Area shall be performed with materials of quality at least equal to the quality of the materials to be repaired or replaced. The Easement Area shall be maintained in compliance with all applicable governmental laws, rules, regulations, orders and ordinances, and the provisions of this Agreement.

The Park agrees to reimburse Campus View on a monthly basis payable in advance on the first (1st) day of each month, commencing upon the date that Campus View commences its maintenance obligations under this Agreement, an amount equal to one half (1/2) of the actual costs to maintain, repair and replace the Easement Area.

7. **Representations and Warranties.**

(a) The Park represents and warrants to Campus View that: (i) The Park has full right, title and authority to grant and convey the easements set forth in Sections 1, 2 and 3 of this Agreement; (ii) Neither this Agreement nor any agreement, document or instrument executed in connection herewith will violate or conflict with any contract, agreement, or instrument affecting or relating to The Park or the Park Property. This Agreement and all agreements, instruments and documents herein provided to be executed by The Park are valid and legally binding on The Park; (iii) The Park has the capacity and authority to enter into this Agreement and nothing prohibits or restricts the right or ability of The Park to perform, fulfill and carry out the terms hereof; (iv) The Park has taken all necessary actions for the authorization for the execution and delivery of this Agreement and the agreements and documents to be entered into in connection with this Agreement

The Park shall indemnify, defend, hold harmless and protect Campus View and its officers, directors, members, shareholders, partners, employees, agents and consultants, from and against any and all loss, costs, expenses (including reasonable attorneys' fees), obligations, liabilities, claims (including but not limited to any claim for damage to property or injury to or death of any persons), liens, or encumbrances, whether direct, contingent or consequential and no matter how arising, in any way related to or arising from any inaccuracy in or breach of any representation or warranty of The Park or resulting from any breach or default by The Park under this Agreement.

(b) Campus View represents and warrants to The Park that: (i) Campus View has full right, title and authority to grant and convey the easement set forth in Section 1 of this Agreement; (ii) Neither this Agreement nor any agreement, document or instrument executed in connection herewith will violate or conflict with any contract, agreement, or instrument affecting or relating to Campus View or the Campus View Property. This Agreement and all agreements, instruments and documents herein provided to be executed by Campus View are valid and legally binding on Campus View; (iii) Campus View has the capacity and authority to enter into this Agreement and nothing prohibits or restricts the right or ability of Campus View to perform, fulfill and carry out the terms hereof; (iv) Campus View has taken all necessary actions for the authorization for the execution and delivery of this Agreement and the agreements and documents to be entered into in connection with this Agreement.

Campus View shall indemnify, defend, hold harmless and protect The Park and its respective officers, directors, members, shareholders, partners, employees, agents and consultants, from and against any and all loss, costs, expenses (including reasonable attorneys' fees), obligations, liabilities, claims (including but not limited to any claim for damage to property or injury to or death of any persons), liens, or encumbrances, whether direct, contingent or consequential and no matter how arising, in any way related to or arising from any inaccuracy in or breach of any representation or warranty of Campus View or resulting from any breach or default by Campus View under this Agreement.

8. **Run with the Land.** The easements granted to Campus View in this Agreement shall run with the Campus View Property and be appurtenant to and be for the benefit of Campus View, its successors and assigns, and for the benefit of the Campus View Property. The easements granted to The Park in this Agreement shall run with the Park Property and be appurtenant to and be for the benefit of The Park, its successors and assigns, and for the benefit of the Park Property.

9. **Indemnification.** Each of the Parties, including its successors and assigns, shall indemnify and defend each of the other Parties, their respective officers, directors, employees, contractors, agents, successors, assigns and agents and their respective successors and assigns, from any loss or claims for property damage, death or bodily injury, or any mechanics or materials liens placed on an Easement Area, which may occur, on or about the Easement Area due to the indemnifying Party's gross negligence or willful misconduct. Each of the Parties, including its successors and assigns, shall further indemnify, defend and hold harmless each of the other Parties, in connection with any mechanics or materials liens placed on the their respective Properties due to materials supplied or work performed by or at the request of such indemnifying Party, its successors or assigns, or any of them.

10. **Term.** Unless otherwise canceled or terminated, the easements granted in this Agreement shall continue in perpetuity or such shorter term if mandated by Utah law. Upon the expiration or earlier termination of this Agreement, The parties will promptly prepare and record, at their sole cost and expense, a deed quitclaiming any interest in the Easement Area.

11. **Attorneys Fees.** If any legal action or proceeding arising out of relating to this Agreement is brought by any Party to this Agreement, the prevailing Party shall be entitled to receive from the other Party(ies), in addition to any other relief that may be granted, the reasonable attorneys' fees, costs and expenses that may be incurred in any action or proceeding by the prevailing Party.

12. **Additional Instruments.** Each Party will, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting Party, in order to carry out the intent and purpose of this Agreement.

13. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah.


14. **Counterparts.** This Agreement may be executed in any number of counterparts, provided each of the parties hereto executes at least one counterpart; each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one and the same instrument.

[signatures commence on following page]

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed as of the Effective Date.

CAMPUS VIEW, LLC,
A Delaware limited liability company

By: CAMPUS VIEW ASSOCIATES, LLC.
A Delaware limited liability company

By: 
Name: William M. Grosse
Title: Executive Committee Member

THE PARK AT JORDAN LANDING, LLC,
A Utah limited liability company

By: JORDAN LANDING, LLC
A Delaware limited liability company

By: JL Project, LLC
A Utah limited liability company,
Its Manager

By: Foursquare Properties, Inc., a California corporation
Its Manager

By: 
William M. Grosse, Vice President

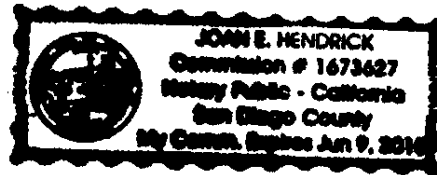
ACKNOWLEDGMENT – Campus View

STATE OF CALIFORNIA)
) SS
COUNTY OF SAN DIEGO)

On December 20th, 2006 before me, a notary public in and for said state, personally appeared, William M. Grosse personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in the capacity(ies) indicated at the signature point.

WITNESS my hand and official seal.

Signature: Joan E. Hendrick
Notary Public



My Commission Expires: June 9th 2010

(Seal)

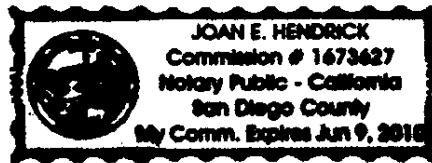
ACKNOWLEDGMENT – The Park

STATE OF CALIFORNIA)
) SS
COUNTY OF San Diego))

On December 20th, 2006 before me, a notary public in and for said state, personally appeared William M. Hoase, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed the same in the capacity(ies) indicated at the signature point.

WITNESS my hand and official seal.

Signature: Joan E. Hendrick
Notary Public



My Commission Expires June 9th 2010

(Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE CAMPUS VIEW PROPERTY

All of Lot 5C of Third Amendment to Jordan Landing II Final Plat Subdivision, in Book 2003, at Page 150, on file in the office of the Salt Lake County Recorder.

EXHIBIT A-1

C2:FoursquareProperties/Campus View/Easements/Easement Agreement

BK 9398 PG 8665

EXHIBIT A-1

LEGAL DESCRIPTION OF THE PARK PROPERTY

All of Lot 5D of Third Amendment to Jordan Landing II Final Plat Subdivision, in Book 2003, at Page 150, on file in the office of the Salt Lake County Recorder.

EXHIBIT A-1

C2:FoursquareProperties/Campus View/Easements/Easement Agreement

BK 9398 PG 8666

EXHIBIT B

SITE PLAN

[attached]

EXHIBIT B

C2:FoursquareProperties/Campus View/Easements/Easement Agreement

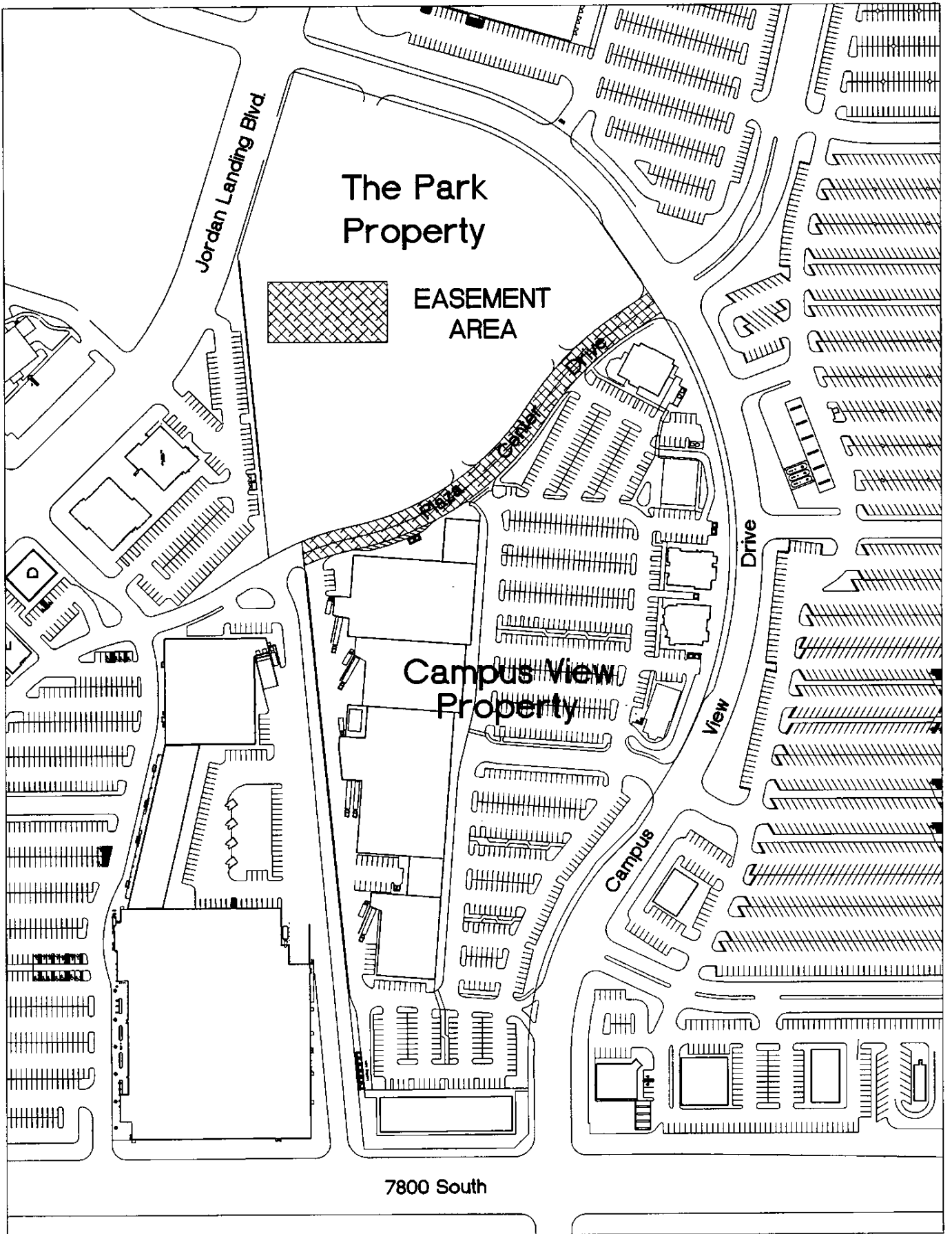


Exhibit B

12-20-06

EXHIBIT C

LEGAL DESCRIPTION OF THE EASEMENT AREA

Jordan Landing Phase 6 260012 12/08/2006

Easement Area

BEGINNING AT THE NORTHEAST CORNER OF LOT 5C, THIRD AMENDMENT TO JORDAN LANDING II FINAL PLAT, SAID POINT BEING SOUTH 89°57'25" EAST ALONG THE SECTION LINE 1561.11 FEET AND NORTH 1543.35 FEET FROM THE SOUTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG THE ARC OF A 766.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 56°33'55" WEST) THROUGH A CENTRAL ANGLE OF 02°28'08" A DISTANCE OF 33.01 FEET; THENCE SOUTH 56°33'55" WEST 46.77 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A 532.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 21°54'09" A DISTANCE OF 203.37 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 598.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 42°11'11" A DISTANCE OF 440.30 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 532.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10°16'02" A DISTANCE OF 953.30 FEET TO THE WESTERLY BOUNDARY LINE OF SAID LOT 5C, THENCE ALONG THE BOUNDARY LINE OF SAID LOT 5C AND LOT 5D NORTH 05°19'21" WEST 69.03 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE ALONG THE ARC OF A 598.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 21°21'47" EAST) THROUGH A CENTRAL ANGLE OF 08°12'45" A DISTANCE OF 85.71 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 532.00 FOOT RADIUS CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 42°11'11" A DISTANCE OF 391.71 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A 598.00 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 21°54'09" A DISTANCE 228.60 FEET; THENCE NORTH 56°33'55" EAST 47.48 FEET TO THE EASTERLY LINE OF LOT 5D; THENCE SOUTH 33°26'05" EAST 33.00 FEET TO THE POINT OF BEGINNING.

CONTAINS: 50,810 SQ. FT. OR 1.1664

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EXHIBIT C