

**When recorded, return to:**

Alan Sullivan, Esq.  
 Snell & Wilmer L.L.P.  
 15 West South Temple, Suite 1200  
 Salt Lake City, Utah 84101

**RECORDED****MAY 29 2009****CITY RECORDER**

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**GARY W. OTT**

RECORDER, SALT LAKE COUNTY, UTAH

SL CITY RECORDER

451 S STATE ST RM 415

SALT LAKE CITY UT 84111

BY: ZJM, DEPUTY - WI 16 P.

**PARKING RAMP EASEMENT AGREEMENT**

[100 South]

THIS PARKING RAMP EASEMENT AGREEMENT ("**Agreement**") is made as of the 29th day of May, 2009, between SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah ("**City**"), whose address is 451 South State Street, Salt Lake City, Utah 84111, and CITY CREEK RESERVE, INC., a Utah non-profit corporation ("**CCRI**"), whose address is 15 East South Temple Street, 8<sup>th</sup> Floor, Salt Lake City, UT 84150. City and CCRI shall sometimes hereinafter be referred to individually as a "Party" or collectively as "Parties".

**RECITALS**

A. On or about August 24, 1971, City granted a perpetual Easement ("**1971 Easement**") to the predecessor-in-interest of CCRI for the purpose of providing a single lane parking ramps within 100 South to provide ingress and egress to Block 75 of Salt Lake City. A true and correct copy of the 1971 Easement is attached hereto as Exhibit A.

B. CCRI is the developer of the City Creek Center project (the "**Project**") which is located, in part, on Block 75 and, in part, on Block 76, in each case of the Salt Lake City Survey. It is contemplated that the Project may include multiple uses, including retail, residential and/or office uses.

C. As part of the Project, CCRI has submitted plans to City to continue the 1971 Easement and to occupy additional lands under and through 100 South Street in connection with constructing and operating the Project.

D. On February 19, 2008, City enacted Salt Lake City Ordinance No. 5 of 2008 (the "**Ordinance**"), which authorized the vacation of certain portions of 100 South Street, South Temple Street, and West Temple Street that are adjacent to the Project as described and depicted in the Ordinance.

E. CCRI has identified to City the new area it desires to obtain as an additional easement area to expand the access into the Project along 100 South. The new area is described and depicted in the attached Exhibit B (the "**New Easement Area**").

F. CCRI has agreed to pay and the City has agreed to accept fair market value for a perpetual easement over the New Easement Area, which area, together with the easement granted in the 1971 Easement (collectively the “100 South Easement Area”), shall be governed by the terms and conditions of this Agreement. The 100 South Easement Area is depicted and described on the attached Exhibit C. By executing this Agreement, City acknowledges receipt of the fair market value payment described herein.

## AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for good and sufficient consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Grant of Easement. City grants to CCRI a perpetual easement through and over the New Easement Area for purposes of constructing, operating, replacing, and maintaining parking ramps and associated improvements (the “Facilities”) to provide ingress and egress to the Project and other properties owned by CCRI and its affiliates and located to the north of the 100 South Easement Area. The easement and rights granted and described herein shall be considered appurtenant to and benefitting real property owned by CCRI and/or affiliated entities in Block 75 and/or Block 76. It is understood that CCRI, without approval from the City, may permit third parties (e.g., users or operators of the retail, residential and/or office improvements within Block 75 or Block 76) to utilize the foregoing rights in connection with their respective use or operation of portions of the Project, and CCRI may enter into agreements memorializing the same without approval from the City. CCRI shall provide notice to the City of such agreements within a reasonable time of execution.

2. 1971 Easement. The terms of the 1971 Easement are superseded and replaced by the terms of this Agreement; *provided, however*, that nothing in this Agreement shall be construed as to revoke City’s prior grant to CCRI’s predecessor of the perpetual easement described in the 1971 Easement. City and CCRI agree that it is the intent of this Agreement that the New Easement Area will adjoin the easement described in the 1971 Easement, that there shall be no gores or gaps between them, and that the entire 100 South Easement Area shall be considered a combined easement governed by the terms of this Agreement. The relationship between the 1971 Easement and the New Easement Area is generally depicted on the attached Exhibit C.

3. Limitations On Use By Others. The 100 South Easement Area shall be an exclusive easement for the benefit of CCRI alone (including, for this purpose, the respective third parties to whom CCRI may grant utilization rights in accordance with Section 1 above) unless and until City grants permission to a landowner (“Neighboring Owner”) located to the south of the 100 South Easement Area to utilize the 100 South Easement Area on a non-exclusive basis in accordance with the terms set forth in this Agreement. City agrees not to authorize a Neighboring Owner to utilize the 100 South Easement Area until each of the following conditions precedent and requirements have been met:

(a) The Neighboring Owner must demonstrate to the satisfaction of the City and CCRI that the proposed use will not adversely impact the on-going and continuing level of

service, and planned use of the 100 South Easement Area for the purposes of providing commercially reasonable, efficient, and safe ingress and egress to (i) the Project and the adjoining properties owned by CCRI or its affiliates and generally located to the north of 100 South Easement Area; and (ii) to the retail portion of the Project. At a minimum, such demonstration shall include a traffic study from a qualified traffic consultant approved by the City and CCRI addressing traffic volumes and wait times for passenger vehicles, level of service and delivery vehicles entering and exiting the Project and the retail portion of the Project.

(b) The Neighboring Owner must demonstrate to the satisfaction of the City and CCRI that: (i) the shared use of the 100 South Easement Area will be for an underground parking structure located below a cultural, commercial, residential, or mixed-use project adjoining or with underground access rights through a property adjoining 100 South Street; and (ii) the proposed project has been approved by City.

(c) The Neighboring Owner must obtain from a licensed engineer, contractor, and traffic study consultant (or such other professionals as City may require in its discretion) a ramp construction and use plan which identifies all potential impacts from the Neighboring Owner's use of the 100 South Easement Area, the proposed timing of construction of such improvements, and the location of additional lanes, ramps, and other proposed improvements. City may approve or disapprove the plan in its reasonable discretion after consultation and a conference with CCRI. No construction in the 100 South Easement Area shall be undertaken (and the City will not approve a plan that proposes construction) during a period beginning October 1<sup>st</sup> and ending April 30<sup>th</sup>, and City will not authorize any construction that would unduly interfere in any way with CCRI's perpetual rights of access granted and confirmed herein. The Parties agree that for purposes of this Agreement that any obstruction of the right of access would constitute undue interference.

(d) City shall require the Neighboring Owner to enter into a written agreement with CCRI, in a form that is satisfactory to CCRI in the exercise of its reasonable discretion, governing the shared maintenance and use of the 100 South Easement Area, together with any new ramps or improvements to be constructed in connection with the Neighboring Owner's project and such other matters as may be agreed upon in connection with the approvals contemplated herein. Nothing in this section shall require or obligate CCRI to pay for any costs associated with the Neighboring Owner's proposal to use the 100 South Easement Area, including, but not limited to, acquisition, construction, maintenance, operation, insurance, or other costs. CCRI may require, as a condition of entering into any such shared use agreement with a Neighboring Owner, that such Neighboring Owner agree to reimburse CCRI for a reasonable portion of the costs CCRI expended to construct improvements within the 100 South Easement Area to the extent such improvements will benefit Neighboring Owner and to share in reasonable maintenance, operations, and other costs on an ongoing basis.

(e) The Neighboring Owner must enter into a written agreement with City and CCRI to indemnify City, CCRI, and any third parties utilizing (in accordance with Section 1 hereof) any rights of CCRI hereunder, for any damage or injury to City, CCRI, or any such third parties arising out of the Neighboring Owner's use of the 100 South Easement Area, in each case to the maximum extent allowed by law.

(f) City acknowledges and agrees that in exercising its approval and consultative rights hereunder, CCRI shall have the right to consult with and take into consideration the impact of potential decisions upon, and the views of, any third parties utilizing any rights of CCRI in accordance with Section 1 hereof. If, in connection with any decision or matter subject to the approval of CCRI hereunder (or with respect to which CCRI enjoys consultative rights), any such third party reasonably raises a concern with respect to such decision or matter, then CCRI may raise such concern with City and such concern shall be considered a reasonably raised concern for purposes of this Agreement.

4. Utilities and Other Uses. City, as the governmental authority controlling 100 South Street, maintains the right to control the installation of utility and other services in said street; *provided, however*, that no such utility or other use shall materially interfere with CCRI's perpetual use of the 100 South Easement Area for the purposes described herein. CCRI shall use reasonable efforts not to disturb any existing sewer, water, or other utility lines within the 100 South Easement Area. In the event that any such existing sewer, water, or other utility lines are disturbed in connection with or as a result of the installation or maintenance of the Facilities, CCRI shall repair or replace such lines as soon as reasonably possible.

5. Compliance with Law. CCRI will comply with all applicable City ordinances and Federal, State, and County laws in the installation, maintenance, or removal of the Facilities. CCRI will submit a complete set of as constructed plans and specifications to the City Engineer upon completion of the Facilities.

6. Indemnity. No supervision or advisory control, if any, exercised by City or in its behalf, shall relieve CCRI of any duty or responsibility to the general public nor relieve CCRI from any liability for loss, damage, or injury to persons or property sustained by reason of the installation, maintenance, removal, or use of the Facilities, and CCRI agrees to indemnify and save harmless City, its agents, and employees from any and all claims, loss, or expense, including attorney's fees, arising out of or in connection with the construction, maintenance, removal, or use of the Facilities and the 100 South Easement Area by CCRI; *provided, however*, that this indemnification obligation shall not extend to areas or improvements controlled or maintained by City (by way of example, but not limitation, sidewalks or crosswalks located over the 100 South Easement Area and Facilities).

7. Abandonment. In the event CCRI abandons and ceases to use the 100 South Easement Area, or portion thereof, for the purposes herein described for a period of more than two (2) calendar years, then the City may provide CCRI written notice of its intent to terminate the easement herein granted as to the portion abandoned. If CCRI does not recommence use of the 100 South Easement Area, or portion thereof, for the purposes herein described within one hundred eighty (180) days of receipt of such notice, unless a longer time period shall be agreed to by the City, the easement herein granted shall cease and terminate as to the portion of the 100 South Easement Area where the abandonment may have occurred, and CCRI will, upon the City's written request and within a reasonable time, remove the Facilities from such abandoned area at CCRI's sole expense.

8. Insurance. CCRI shall maintain, and/or cause to be maintained, at its sole expense and at no cost to the City, liability insurance against claims for personal injury, bodily

injury, death, and property damage occurring on or about the 100 South Easement Area, with a "Combined Single Limit" (covering personal injury liability, bodily injury liability, and property damage liability) of not less than \$2,000,000 per occurrence and \$3,000,000 aggregate. The insurance limits in this Paragraph shall be subject to increase from time to time by such amounts as the City and CCRI may reasonably agree is necessary or desirable, as may be evidenced by the practice of similarly situated properties or amendment to the Utah Governmental Immunity Act (or similar provision). The City shall be a named additional insured on each such policy maintained by CCRI. To the extent permitted by applicable law, CCRI may, at its option, satisfy its insurance obligations hereunder through its self-insurance and risk management program; provided, however, in no event shall any such self-insurance election be deemed or constitute an obligation by CCRI to provide insurance coverage beyond the scope of that required hereunder. In the event that CCRI wishes to self-insure pursuant to this provision, CCRI will provide City with sufficient written evidence that its self-insurance program meets the minimum requirements of this Agreement.

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

If to CCRI:                    President  
   City Creek Reserve, Inc.  
   15 East South Temple, 8th Floor  
   Salt Lake City, UT 84150

With a copy to:                Snell & Wilmer  
   15 West South Temple Street, Suite 1200  
   Salt Lake City, UT 84101

If to the City:                    Office of the Mayor  
   Salt Lake City  
   PO Box 145474  
   Salt Lake City UT 84114-5474

With a copy to:                Salt Lake City Attorney  
   City & County Building, Suite 505  
   PO Box 145478  
   Salt Lake City, UT 84114-5478

10. Miscellaneous.

(a) Nothing herein shall be deemed to create the relationship of principal and agent, or partnership or joint venture or any association between City and CCRI other than the relationship of grantor and grantee of the 100 South Easement Area described herein.

(b) The agreements and rights described herein shall run with and be considered appurtenant to the land and shall be binding upon on and shall inure to the benefit of all successors hereto. City's obligations and rights hereunder may not be assigned, but CCRI may assign its rights and obligations hereunder after written notice to City.

(c) There are no third party beneficiaries to this Agreement and it is expressly understood and agreed that the rights described herein concerning the potential future use of the 100 South Easement Area by a Neighboring Owner does not confer any rights on any such owner. This Agreement shall be governed by the laws of the State of Utah.

(d) Any provision of this Agreement determined to be in violation of any law shall be void, but shall not affect the validity and enforceability and all other provisions hereof.

11. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES: CCRI represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

**[signatures begin next page]**

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement as of the day and year first written above.

CITY:

SALT LAKE CITY CORPORATION, a Utah municipal corporation

ATTEST:

By: Christine Meeker  
Chris Meeker, Salt Lake City Recorder

By: Ralph Becker  
Ralph Becker  
Mayor

Approved as to form:

Brian Roberts  
Senior City Attorney, Brian Roberts  
Date: 5/29/09



RECORDED

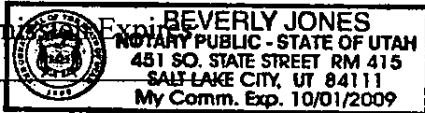
MAY 29 2009

CITY RECORDER

STATE OF UTAH )  
 : SS  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 29 day of May, 2009 by Ralph Becker, Mayor of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, on behalf of the corporation.

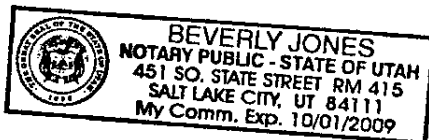
My Commission Expires: BEVERLY JONES  
NOTARY PUBLIC  
Residing at SL County



STATE OF UTAH )  
 : SS  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 29 day of May, 2009 by Chris Meeker, City Recorder of SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah, on behalf of the corporation.

My Commission Expires: BEVERLY JONES  
NOTARY PUBLIC  
Residing at SL County



CCRI:

CITY CREEK RESERVE, INC., a Utah non profit corporation

By: Michael S. Marks  
Michael S. Marks, Vice President

By: Michael W. Johnson  
Michael W. Johnson, Secretary

STATE OF UTAH )  
 : SS  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 27 day of May, 2009 by Michael S. Marks, Vice President of City Creek Reserve, Inc., a Utah non-profit corporation, on behalf of the corporation.

My Commission Expires:  
4/22/2012

Sarah D. Soperanez  
NOTARY PUBLIC  
Residing at Salt Lake City

STATE OF UTAH )  
 : SS  
COUNTY OF SALT LAKE )



The foregoing instrument was acknowledged before me this 27 day of May, 2009 by Michael W. Johnson, Secretary of City Creek Reserve, Inc., a Utah non-profit corporation, on behalf of the corporation.

My Commission Expires:  
4/22/2012

Sarah D. Soperanez  
NOTARY PUBLIC  
Residing at Salt Lake City





**EXHIBIT A**  
**[1971 Easement]**

Presented to the Board of Commissioners  
AND APPROVED

AUG 24 1971

*W. W. ...*  
**EASEMENT**  
CITY RECORDS

DESCRIPTION  
CHECKED  
AND  
APPROVED

SALT LAKE CITY, a municipal corporation of the State of Utah, hereinafter called "Grantor", hereby grants and conveys to ZIONS SECURITIES CORPORATION, a Utah corporation, hereinafter called "Grantee", for a valuable consideration, a perpetual easement and right-of-way to construct, operate, maintain and use ascending and descending vehicular ramps in First South Street for underground entry and exit to and from its owned or controlled property in Block 75, Plat "A", Salt Lake City, Utah, which easement is more particularly described as follows:

Beginning at a point in 1st South Street 65 feet N 89°59'10" East and 53.5 feet S 0°00'50" East from the southwest corner of Lot 2, Block 75, Plat "A", Salt Lake City Survey, said point also being 131.84 feet east and 9.35 feet north of the City Monument at the intersection of Main Street and 1st South Street and running thence N 89°59'10" East 160 feet; thence along the arc of a 31 foot radius curve to the left 48.69 feet; thence N 0°00'50" West 22.5 feet to the south line of aforesaid Lot 2, said point being 74 feet S 89°59'10" West from the southeast corner of said Lot 2; thence N 89°59'10" East 93 feet along the south line of aforesaid Block 75; thence S 0°00'50" East 22.5 feet; thence along the arc of a 31 foot radius curve to the left 48.69 feet; thence N 89°59'10" East 136 feet; thence S 0°00'50" East 19.67 feet; thence S 89°59'10" West 451 feet; thence N 0°00'50" West 19.67 feet to the point of beginning.

This easement is granted subject to the following express conditions and terms:

1. That the easement and right-of-way herein granted is for the sole and express purpose of construction, operation, maintenance and use of the aforementioned vehicular ramps, and Grantee agrees that such vehicular ramps shall not otherwise obstruct the public use of the sidewalk or remaining portion of the street not occupied by the ramp.
2. Grantor agrees, at its own expense, to relocate as necessary any sewer and water lines lying within the boundaries of this easement, and to cooperate with public utilities in the relocation of their facilities, and in so doing recognize such rights as to costs and expenses of relocating as such utilities may have with respect to the easement herein granted.
3. Grantee, by acceptance of this easement grant, agrees to be responsible for any and all damage of whatever nature which may occur to the City property or any facilities belonging to the Grantor as a result of the construction, operation and maintenance of the ramps.
4. Grantee agrees to furnish Grantor evidence of adequate insurance or a bond approved by the City Attorney holding Grantor harmless for any damage or loss which may occur to third parties as a result of the construction, operation and maintenance of the ramps.
5. The burden and rights pertaining to this easement and right-of-way are not limited exclusively to the property owned or controlled by the Grantee or its successors or assigns but is subject to being used for like purposes by such persons as Grantee, at any time in the future, may grant or permit the use thereof. Nevertheless, the easement and its use shall be exclusively in the Grantee.

- POOR COPY -  
CO. RECORDER

6. This easement shall inure to the benefit of the successors and assigns of the Grantee for purposes not inconsistent with the use and rights herein granted.

WITNESS the hand of said Grantor this 24th day of August, 1971.

SALT LAKE CITY CORPORATION

By [Signature]  
Mayor

[Signature]  
CITY RECORDER

STATE OF UTAH )  
                  ) SS.  
County of Salt Lake )

On the 24th day of August, A.D. 1971, personally appeared before me \_\_\_\_\_ and \_\_\_\_\_ who being by me duly sworn did say, each for himself, that he, the said \_\_\_\_\_ is the Mayor, and he, the said \_\_\_\_\_ is the City Recorder of the SALT LAKE CITY CORPORATION, and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Commissioners and said \_\_\_\_\_ and \_\_\_\_\_ each duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

[Signature]  
Notary Public, residing  
at Salt Lake City, Utah

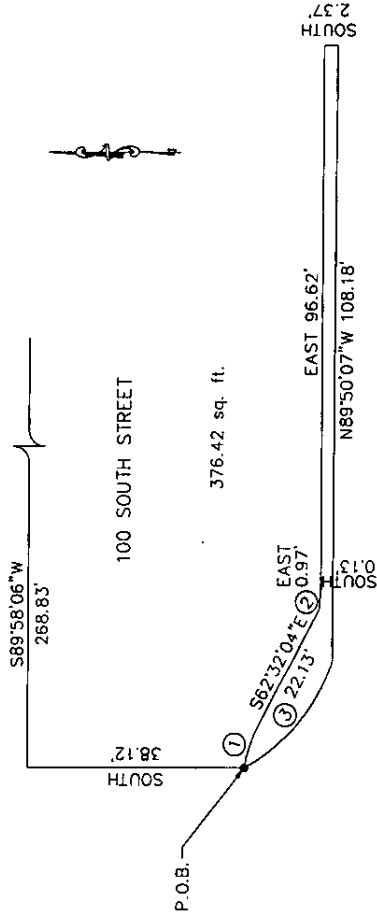
My Commission Expires:  
Sept. 18, 1972

POOR COPY  
CO RECORDER

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**EXHIBIT B**  
**[Legal Description and Depiction of New Easement Area]**

# EXHIBIT "B," PAGE 1 OF 2 NEW EASEMENT AREA

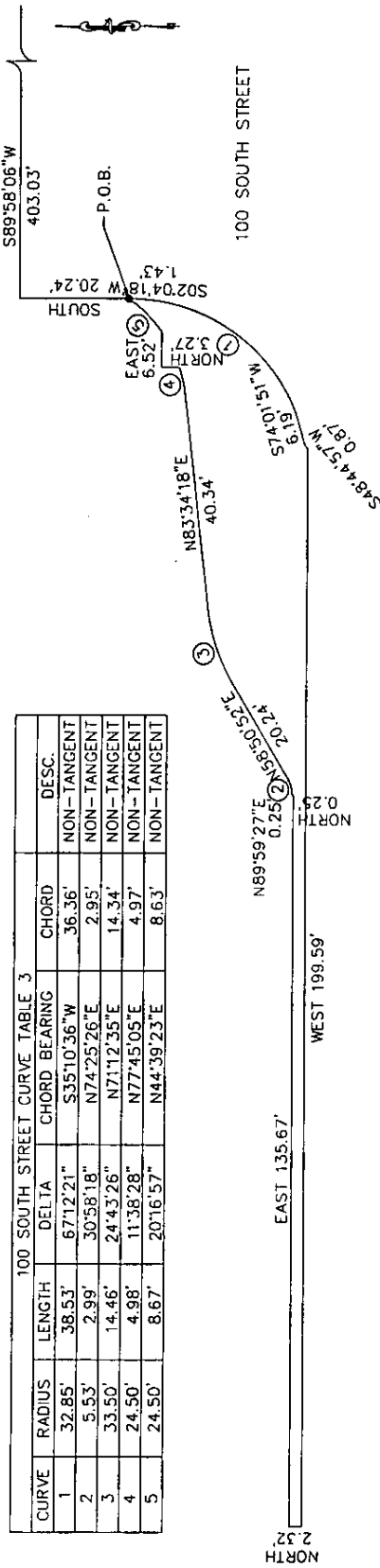


CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD	DESC.
1	26.50'	8.04'	17°22'25"	S71°13'17"E	8.00'	NON-TANGENT
2	3.50'	1.66'	27°27'56"	S76°16'02"E	1.66'	NON-TANGENT
3	33.37'	24.39'	41°52'56"	N49°53'04"W	23.85'	NON-TANGENT

### 100 SOUTH STREET SURFACE EASEMENT NO. 1

BEGINNING AT A POINT S89°58'06"W 268.83 FEET AND SOUTH 38.12 FEET FROM THE SOUTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING ALONG 100 SOUTH STREET N89°57'24"E MEASURED) AND RUNNING THENCE ALONG A 26.50 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS S18°46'43"W; THENCE ALONG THE ARC 8.04 FEET (CHORD BEARS S71°13'17"E 8.00 FEET); THENCE S62°32'04"E 22.13 FEET TO A 3.50 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N13°43'58"E; THENCE ALONG THE ARC 1.66 FEET (CHORD BEARS S76°16'02"E 1.66 FEET); THENCE EAST 0.97 FEET; THENCE SOUTH 0.13 FEET; THENCE EAST 96.62 FEET; THENCE SOUTH 2.37 FEET; THENCE N89°50'07"W 108.18 FEET TO A 33.37 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS N40°06'56"E; THENCE ALONG THE ARC 24.39 FEET (CHORD BEARS N49°53'04"W 23.85 FEET) TO THE POINT OF BEGINNING. CONTAINS 376.42 SQ. FT.

# EXHIBIT "B," PAGE 2 OF 2 NEW EASEMENT AREA



1,767.97 sq. ft.

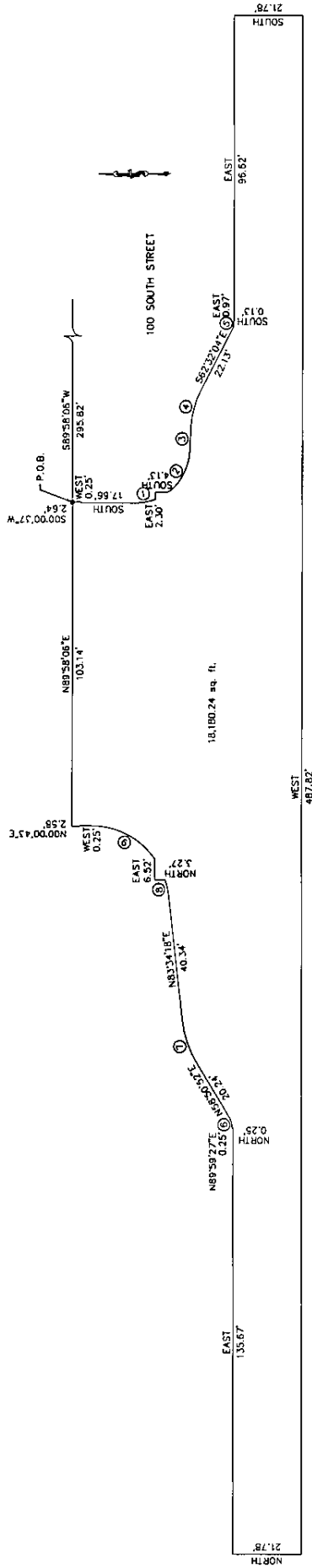
### 100 SOUTH STREET SURFACE EASEMENT NO. 2

BEGINNING AT A POINT S89°58'06"W 403.03 FEET AND SOUTH 20.24 FEET FROM THE SOUTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 6, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING ALONG 100 SOUTH STREET N89°57'24"E MEASURED) AND RUNNING THENCE S02°04'18"W 1.43 FEET TO A 32.85 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS N54°49'24"W; THENCE ALONG THE ARC 38.53 FEET (CHORD BEARS S35°10'36"W 36.36 FEET); THENCE S74°01'51"W 6.19 FEET; THENCE S48°44'57"W 0.87 FEET; THENCE WEST 199.59 FEET; THENCE NORTH 2.32 FEET; THENCE EAST 135.67 FEET THENCE NORTH 0.25 FEET; THENCE N89°59'27"E 0.25 FEET TO A 5.53 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N15°34'34"W; THENCE ALONG THE ARC 2.99 FEET (CHORD BEARS N74°25'26"E 2.95 FEET); THENCE N58°50'52"E 20.24 FEET TO A 33.50 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS S18°47'25"E; THENCE ALONG THE ARC 14.46 FEET (CHORD BEARS N71°12'35"E 14.34 FEET); THENCE N83°34'18"E 40.34 FEET TO A 24.50 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC 4.98 FEET (CHORD BEARS N77°45'05"E 4.97 FEET); THENCE NORTH 3.27 FEET; THENCE EAST 6.52 FEET TO A 24.50 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N45°20'37"W; THENCE ALONG THE ARC 8.67 FEET (CHORD BEARS N44°29'23"E 8.63 FEET) TO THE POINT OF BEGINNING.

CONTAINS 1,767.97 SQ. FT.

**EXHIBIT C**  
**[Depiction and Legal Description of 100 South Easement Area]**

# EXHIBIT "C" 100 SOUTH EASEMENT AREA



100 SOUTH STREET EASEMENT AREA.  
 BEGINNING AT A POINT S89°58'06"W, 295.82 FEET FROM THE SOUTHEAST CORNER OF BLOCK 75, PLAT "A", SALT LAKE CITY SURVEY, SECTION 8, TOWNSHIP 1 SOUTH, RANGE 1 EAST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING ALONG 100 SOUTH STREET AND RUNNING THENCE S00°00'37"W, 2.64 FEET; THENCE WEST 0.25 FEET; THENCE SOUTH 17.66 FEET TO A 17.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N79°24'30"E, THENCE ALONG THE ARC 6.29 FEET (CHORD BEARING S10°35'30"E, 6.29 FEET); THENCE EAST 2.30 FEET; THENCE SOUTH 4.13 FEET TO A 17.00 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N28°02'31"E, THENCE ALONG THE ARC 14.68 FEET (CHORD BEARS S61°54'39"E, 14.23 FEET); THENCE EAST 2.30 FEET; THENCE SOUTH 11.18 FEET TO A 24.50 FOOT NON-TANGENT RADIUS CURVE TO THE RIGHT, RADIUS POINT BEARS S10°35'30"W, THENCE ALONG THE ARC 11.18 FEET (CHORD BEARS S74°35'40"E, 11.07 FEET); THENCE S82°32'04"E, 22.13 FEET TO A 3.50 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N13°43'58"E, THENCE ALONG THE ARC 1.68 FEET (CHORD BEARS S78°16'02"E, 1.68 FEET); THENCE EAST 0.97 FEET; THENCE SOUTH 0.13 FEET; THENCE EAST 96.62 FEET; THENCE SOUTH 21.78 FEET; THENCE WEST 487.82 FEET; THENCE NORTH 21.78 FEET; THENCE EAST 135.67 FEET; THENCE NORTH 0.25 FEET; THENCE WEST 0.25 FEET TO A 33.50 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N83°34'18"E, THENCE ALONG THE ARC 14.46 FEET (CHORD BEARS N71°12'35"E, 14.34 FEET); THENCE N83°34'18"E, 40.34 FEET TO A 24.50 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT; THENCE ALONG THE ARC 4.98 FEET (CHORD BEARS N77°45'05"E, 4.97 FEET); THENCE NORTH 3.27 FEET; THENCE EAST 6.52 FEET TO A 24.50 FOOT NON-TANGENT RADIUS CURVE TO THE LEFT, RADIUS POINT BEARS N62°38'04"W, THENCE ALONG THE ARC 23.43 FEET (CHORD BEARS N27°23'56"E, 22.55 FEET); THENCE WEST 0.25 FEET; THENCE N00°00'43"E, 23.88 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE, THENCE N89°58'06"E, 22.55 FEET; THENCE WEST 0.25 FEET; THENCE N00°00'43"E, 23.88 FEET TO THE POINT OF BEGINNING.  
 CONTAINS 18,180.24 SQ. FT.

100 SOUTH STREET CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD	DESC.
1	17.00'	6.29'	21100.59"	S10°35'30"E	6.25'	NON-TANGENT
2	17.00'	14.68'	4928.12"	S61°54'39"E	14.23'	NON-TANGENT
3	450.90'	8.15'	1000.57"	S86°39'15"E	8.15'	NON-TANGENT
4	28.50'	11.18'	2407.11"	S74°35'40"E	11.07'	NON-TANGENT
5	3.50'	1.68'	2727.56"	S78°16'02"E	1.66'	NON-TANGENT
6	5.53'	2.99'	3058.18"	N74°45'05"E	2.95'	NON-TANGENT
7	33.50'	14.46'	2443.28"	N71°12'35"E	14.34'	NON-TANGENT
8	24.50'	4.98'	1138.28"	N77°45'05"E	4.97'	NON-TANGENT
9	24.50'	23.43'	5437.51"	N27°23'56"E	22.55'	NON-TANGENT