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Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 19 P.

WHEN RECORDED, RETURN TO:

Utah Pacific Holdings, LLC
1513 N. Technology Way
Orem, Utah 84097
Attention: R. Scott McQuarrie

PARKING AND ACCESS EASEMENT AGREEMENT

THIS PARKING AND ACCESS EASEMENT AGREEMENT (this "Agreement") is made and entered into as of the 27th day of October, 2009, by and between the REDEVELOPMENT AGENCY OF SANDY CITY, a body corporate and politic of the State of Utah ("Grantor"), and UTAH PACIFIC HOLDINGS, LLC, a Utah limited liability company ("Grantee").

RECITALS:

A. Grantor is the owner of certain land located in Salt Lake County, Utah, as more particularly described on "Exhibit A" attached hereto and incorporated herein by this reference (the "Grantor Property"), which land includes a partially-completed parking structure (consisting of one street-level covered parking area and a second level that has no means of access), and related facilities and improvements, now existing or hereafter constructed, including parking structures, driveways, ramps, service drives, striping, curbs, gutters, drains, sidewalks, paving, utilities, mechanical systems, security facilities, equipment and systems, fences, exterior and interior bearing walls, management offices, poles, signs, lights and lighting, and any other structure or improvement of any type or kind related to parking (collectively, the "Parking Facility").

B. Grantee is the owner of certain land located adjacent to the Grantor Property, as more particularly described on "Exhibit B" attached hereto and incorporated herein by this reference, on which has been constructed an office building (the "Grantee Property"). Pursuant to the applicable land use requirements, and given the present use of the Grantee Property, approximately one hundred (100) parking stalls are needed, and no such parking is available onsite.

C. Grantee has requested from Grantor the right to utilize the Parking Facility for the use and benefit, subject to the terms and conditions of this Agreement, of the following parties (the "Benefited Parties"): (i) Grantee and its respective successors and assigns; and (ii) all tenants, subtenants, guests, employees, contractors, agents, customers, invitees and concessionaires of Grantee.

D. Grantor has agreed to grant and convey to Grantee, for the use and benefit of the Benefited Parties, a non-exclusive easement to and within the Parking Facility together with various rights and obligations in connection with the use thereof, as provided below.

NOW, THEREFORE, in consideration of the above recitals (which are an integral part of the agreement and understanding of the parties and are incorporated herein by this reference), the mutual covenants contained below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

ARTICLE I GRANT OF EASEMENT

1. Grant of Easement.

1.1 Grant of Parking and Access Easement. Grantor hereby grants, conveys and warrants to Grantee, for the use and benefit of the Benefited Parties, a non-exclusive easement and right-of-way over any surface access roads on the Grantor Property which serve the Parking Facility (as shown on the site plan attached hereto as "Exhibit C") and the driveways and ramps within the Parking Facility, for the purposes of pedestrian and vehicle ingress and egress to and from the Parking Stalls (defined below) during normal operating hours (the "Easement"). In addition, subject to the terms and conditions of this Agreement, Grantee shall have the right to use up to one hundred (100) parking stalls within the Parking Facility (the "Parking Stalls"). Grantee's use of the Parking Stalls shall be limited to passenger vehicles and light-duty trucks. The use of the Parking Stalls shall be non-exclusive and shall be available to Grantee and the other Benefitted Parties on a first come, first serve basis and otherwise in accordance with the terms and conditions of this Agreement.

1.2 Limitation of Use Right. The right of Grantee or any other Benefited Party to enjoy the use of the Easement shall be subject to the management and control of the Grantor, as well as the reasonable rules and regulations promulgated by the Grantor consistent with the provisions of this Agreement. Grantor reserves the right to charge parking fees to the users of the Parking Facility other than the Benefitted Parties, and if such fees are charged and collected they shall be used to offset the Operating Expenses (defined below), whether as a means of compensating the Operator (defined below) and thereby reducing or eliminating the fees otherwise payable to the Operator for its services, or otherwise.

1.3 Scope of Easement. The benefits of the Easement and the other related rights described in this Agreement are subject, in each case, to the rights of Grantor to relocate, redesign, modify or enlarge the Parking Facility to the extent permitted by Section 2.1 below.

1.4 Covenants to Run with the Land. The easements, covenants and restrictions described in this Agreement shall run with the land and shall, subject to Section 6.4 below,

forever burden the Grantor Property, as the servient estate, and benefit the Grantee Property as the dominant estate.

ARTICLE II IMPROVEMENTS TO THE PARKING FACILITY

2.1 Expansion or Modification. Grantor reserves the right, in its sole and exclusive discretion, to expand, contract, reconstruct, relocate or otherwise modify the Parking Facility at any time in the future without the consent of the Benefited Parties. Grantor and Grantee acknowledge that during any such modification, access and use of all or a portion of the Parking Facility may be restricted or limited for a time. Grantor and Grantee acknowledge and agree that during any such expansion or modification, Grantor shall provide reasonable substitute off-site parking for the use of the Benefited Parties. Grantor agrees to use commercially reasonable efforts to minimize such restrictions and to perform any expansion or modification work in a timely manner.

2.2 Construction. Pursuant to Section 2.1 above, Grantee acknowledges and agrees that construction may take place at the Parking Facility and on the Grantor Property. In connection with such construction activities, Grantee hereby agrees and acknowledges that there may be certain inconveniences, disruptions (including those involving utilities), noise, dust, dangers and annoyances during any such period of construction and Grantee hereby waives all related Claims (defined below) against Grantor, Sandy City, and their respective associated, affiliated, allied and subsidiary entities, now existing or hereafter created, and their respective elected and non-elected officials, boards, commissions, employees, agents and contractors (collectively, the "Grantor Parties"). As used in this Agreement, "Claims" means any and all liabilities, claims, actions, costs, losses, damages, expenses (including attorney's fees), and charges.

ARTICLE III MAINTENANCE AND OPERATIONS

3.1 Grantor to Operate and Maintain Parking Facility; Grantee's Share of Operating Expenses. Grantor shall operate and maintain the Parking Facility, whether directly or indirectly through the use of a third-party Operator (defined below). Notwithstanding such obligation of Grantor, Grantee shall reimburse Grantor for Grantee's pro rata share of all such costs and expenses, including, without limitation, the costs of the real property taxes payable on account of the Parking Facility, the cost of materials and supplies used in the day-to-day operation of the Parking Facility, the costs and expenses of repairs and maintenance (including replacement, as needed), the costs of insurance, the costs of utility services, and the fees paid to the Operator for the services contemplated by this Section 3.1 (collectively the "Operating Expenses"). Grantee's pro rata share of the Operating Expenses shall be calculated by dividing the number of

Parking Stalls (100) by the total number of available parking stalls in the Parking Facility as of the date the computation is made ("Grantee's Share"). Grantor and Grantee acknowledge and agree that as of the date of this Agreement, there are one hundred (100) parking stalls available for use, including six (6) stalls reserved for handicapped use. Grantor shall keep reasonably detailed records of the Operating Expenses incurred during the preceding calendar year. Grantor may operate the Parking Facility or Grantor may select an independent contractor as operator of the Parking Facility (the "Operator"). The Operator's contract shall expressly obligate the Operator to undertake all the responsibilities of Grantor under this Agreement with respect to the Parking Facility. Grantor may, at Grantor's election, estimate in advance and charge Grantee for Grantee's Share of the Operating Expenses. At Grantor's election, such statements of estimated Operating Expenses may be delivered monthly, quarterly, or at any other periodic intervals to be designated by Grantor. Grantor may adjust such estimates at any time based on Grantor's experience and reasonable anticipation of costs, and such adjustments shall be effective as of the next estimated payment date after notice to Grantee. Within one hundred twenty (120) days after the end of each calendar year, Grantor shall deliver to Grantee a statement setting forth in reasonable detail the Operating Expenses paid or incurred by Grantor during the preceding calendar year and Grantee's Share. Upon receipt of such statement, there shall be an adjustment between Grantor and Grantee, with payment to or credit given by Grantor (as the case may be) so that Grantor shall receive the entire amount of Grantee's Share of the Operating Expenses for such period. Within thirty (30) days following receipt of a statement of estimated Operating Expenses from Grantor, Grantee shall pay such amount to Grantor. Grantee's obligation to pay Grantee's Share of the Operating Expenses shall be secured by a lien which is hereby created upon the Grantee Property; provided that such lien shall be subordinate and inferior to any lien for general taxes and assessments and any mortgage or trust deed held by an insurance company, financial institution, or pension or profit-sharing trust secured by the Grantee Property. Any such lien may be filed of record by the owner of the Grantor Property in the official records of Salt Lake County, Utah, signed and verified, which shall contain at least:

- (a) A statement of the description and amount of the unpaid sum and related expenses and rate of accruing interest;
- (b) A description sufficient for identification of the Grantee Property which is subject to the lien;
- (c) The name of the owner of the Grantee Property which is the subject of the lien; and
- (d) Reference to this Agreement as the source and authority for such lien.

Such lien shall be for the use and benefit of the owner of the Grantor Property and may be enforced and foreclosed in a suit or action brought in a court of competent jurisdiction, or may be foreclosed in a like manner to the foreclosure of a mortgage on real property or in any other manner provided under the laws of the State of Utah, including but not limited to the provisions of Utah law applicable to the exercise of powers of sale in trust deeds. If the foreclosure is to be

conducted in the same manner as foreclosures of deeds of trust under Utah law, then the owner of the Grantor Property may appoint a trustee for such purpose at the time the lien is filed with the official records of Salt Lake County, Utah. In any foreclosure action or proceeding, the owner of the Grantee Property which is being foreclosed shall be required to pay the costs, expenses, and reasonable attorneys' fees incurred in connection with such foreclosure. Any other default which would give rise to a similar lien hereunder on the Grantee Property which is being foreclosed may be added as a claim in the pending foreclosure proceeding by an amendment of any complaint in foreclosure. Additionally, the foreclosing party shall be entitled to a receiver for the Grantee Property in foreclosure without regard to the requirements of common law pertaining to the appointment of receivers. In any such lien foreclosure and enforcement action, the defaulting owner of the Grantee Property may post a bond or other adequate security in an amount not less than one hundred twenty-five percent (125%) of the amount sought by the owner of the Grantor Property, thereby discharging the lien. The amount of any lien described herein shall be a personal or individual debt of the owner of the Grantee Property which is (or could become) subject to such lien, and suit to recover a money judgment for such amount may be maintained without foreclosing or waiving such lien.

3.2 Damage by Benefitted Parties. Notwithstanding the provisions of Section 3.1 above, Grantee shall replace or repair my damage to Grantor's Property (including the Parking Facility or my other improvements thereon) as a result of Grantee's or any other Benefitted Party's use of the Easement, and shall indemnify, defend, and hold harmless the Grantor Parties from and against any and all Claims to the extent caused by use of the Easement by the Benefitted Parties.

3.3 Toxic Materials. Grantee shall not create, generate, use, bring, cause to allow, emit, or dispose of or cause to allow any of its employees, agents, contractors, or others under its influence or control to use, bring, emit, or dispose of on, over or under the Grantor Property, or any part thereof, or any property of Grantor adjacent thereto, any toxic or hazardous gaseous, liquid or solid material or waste or any material which is defined as "Hazardous Substances," "Hazardous Materials" or "Toxic Substances" or the like pursuant to any federal, state or local law, rule, regulation, or ordinance or which has been determined by any state, federal or local governmental or public authority to be capable of posing a risk of injury to health, safety or property, including, without limitation, any substance which contains gasoline, diesel fuel or other petroleum hydrocarbons (collectively, the "Toxic Materials"); provided, however, that the entrance onto the Grantor Property of vehicles belonging to Grantee's invitees containing gasoline or diesel fuel in their tanks, without more, will not be considered a breach or violation of the prohibition in the foregoing sentence. Grantee, at Grantee's sole cost, shall immediately take all steps necessary to effect a clean up of any Toxic Materials released on the Grantor Property or the or any part thereof, or any property of Grantor adjacent thereto, by Grantee or its employees, agents, or contractors, and to obtain, as applicable, appropriate governmental agency certification of such clean up. Grantee shall and does hereby indemnify, defend, and hold harmless the Grantor Parties from any and all Claims incurred by Grantor to the extent such Claim result from Grantee's breach of this Section 3.3.

ARTICLE IV
INSURANCE

4.1 Grantor's Insurance. Grantor shall, at all times, maintain or cause to be maintained in full force and effect liability and property insurance covering the Parking Facility, of a type and with limits determined by Grantor in its sole discretion. Alternatively, Grantor may elect to self-insure such risks by participating in a risk pool or otherwise. The costs of such insurance shall be included within the definition of Operating Expenses, and Grantee shall pay Grantee's Share of the same.

4.2 Grantee's Insurance. Grantee shall, at all times, maintain or cause to be maintained, in full force and effect commercial general liability insurance (or equivalent) with minimum limits of Five Million Dollars (\$5,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance for all written contracts, and shall include coverage for products and completed operations liability, independent contractor's liability, coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage. All policies shall be written on an occurrence and not on a claims made basis. Once during each calendar year during the term of this Agreement, Grantor may review the insurance coverages to be carried by Grantee. If Grantor determines that higher limits of coverage are reasonably necessary to protect the interests of Grantor or the Additional Insureds (defined below), Grantee shall be so notified and shall obtain the additional limits of insurance, at its sole cost and expense.

The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated. All policies obtained by Grantee shall name Grantor and all associated, affiliated, allied and subsidiary entities of Grantor, now existing or hereafter created, and their respective elected and non-elected officials, boards, commissions, employees, agents and contractors, as their respective interests may appear, as additional insureds (collectively, the "Additional Insureds"). Each policy shall contain cross-liability wording, either as follows or as otherwise approved by Grantor: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder." Prior to execution of this Agreement and annually thereafter, certificates of insurance for each insurance policy required to be obtained by Grantee in compliance with this Agreement, along with written evidence of payment of required premiums, shall be filed and maintained with Grantor during the term of the Agreement. Grantee shall promptly advise Grantor of any claim or litigation that may result in liability to Grantor.

All insurance policies maintained by Grantee pursuant to this Agreement shall contain the following language: "At least thirty (30) days prior written notice shall be given to Grantor by the insurer of any intention not to renew such policy or to cancel, replace or alter the same by

reducing required coverage, such notice to be given by registered mail to Grantor, addressed as follows: Chief Administrative Officer, Sandy City Hall, 10000 Centennial Parkway, Sandy, Utah 84070."

All insurance maintained by Grantee shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Utah or surplus line carriers on the State of Utah Insurance Commissioner's approved list of companies qualified to do business in the State of Utah. All insurance carriers and surplus line carriers shall be rated A-/IX or better by A.M. Best Company.

All insurance policies may be written with deductibles not to exceed Ten Thousand Dollars (\$10,000), unless approved in advance by Grantor. Grantee agrees to indemnify and save harmless Grantor, the Indemnitees (defined below) and Additional Insureds from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished by this Agreement.

4.3 Grantee's Indemnity Obligation. Grantee agrees to indemnify Grantor as follows: To indemnify and hold Grantor and all associated, affiliated, allied and subsidiary entities of Grantor, now existing or hereafter created, and their respective elected and non-elected officials, boards, commissions, employees, agents and contractors (collectively, the "Indemnitees"), harmless from any and all suits, claims, actions, damages, costs, liabilities and/or expenses, including legal expenses, arising out of (i) any injury to persons or damage to property by reason of any cause whatsoever, arising from or out of any occurrence in, upon, at or from the Parking Facility during the term of this Agreement, and (ii) any breach or default in the performance of Grantee's obligations under this Agreement. To defend promptly and diligently at its own expense any claim, action or proceedings brought against Grantor or Grantee, jointly or severally, arising out of or connected with any matter described above, and to hold harmless and fully indemnify Grantor from any judgment, loss or settlement on account thereof. The obligations of Grantee under this Section 4.3 shall survive the expiration or earlier termination of this Agreement.

ARTICLE V ENFORCEMENT; REMEDIES

5.1 Enforcement. Each party may enforce the obligations of the other under this Agreement by a suit or judicial proceedings for injunctive relief, specific performance or damages, as may be appropriate.

5.2 Costs, Expenses and Remedies Upon Breach. In the event of a breach in any of the covenants or agreements contained in this Agreement, the breaching party shall pay all costs and litigation expenses, including reasonable attorneys' fees, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. Grantor and Grantee acknowledge that in the event of any default hereunder, it would be difficult to ascertain the exact money damages suffered by the non-defaulting party. Accordingly, the parties agree that

such non-breaching party is entitled to appropriate equitable remedies in the event of any such default.

ARTICLE VI MISCELLANEOUS

6.1 Notice. Any notice, demand, request, consent, submission, approval, designation or other communication which either party is required or desires to give to the other shall be in writing and shall be sent by United States registered or certified mail, return receipt requested, or by nationally-recognized commercial courier, addressed to the other party at the following address, or such other address as indicated in writing by such party:

If to Grantee: Utah Pacific Holdings, LLC
1513 N. Technology Way
Orem, Utah 84097
Attention: R. Scott McQuarrie

With a copy to: Monte M. Deere, Jr.
Bennett Tueller Johnson & Deere
3165 E. Millrock Drive, Suite 500
Salt Lake City, UT 84121

If to Grantor: Redevelopment Agency of Sandy City
10000 S. Centennial Parkway, Suite 300
Sandy, Utah 84070
Attention: Randy Sant

With a copy to: Michael L. Allen
Ballard Spahr LLP
201 S. Main Street, Suite 800
Salt Lake City, Utah 84111

Any notice mailed in accordance with the above provisions shall be deemed to be received on the earlier of (i) the date actually received; or (ii) three (3) days following the tendering thereof to the United States Postal Service, postage prepaid, in the manner set forth above.

6.2 Grantor's Reservation of Rights. Grantor reserves unto itself forever, the right to cross over or under the easement areas, to place or grant other easements along, across, or under the easement areas, and to build upon, over, or under the easement areas so long as such other uses do not materially impair or diminish Grantee's or the Benefited Parties' use of the Parking Facility for the purposes granted in this Agreement.

6.3 As-Is Grant. Grantee accepts the grants set forth above and the easements to which it is a beneficiary in an "AS IS, WHERE IS, WITH ALL FAULTS" condition and

acknowledges that Grantor makes no warranty or representation of any nature whatsoever, express or implied, including but not limited to fitness for a particular purpose, merchantability, workmanlike construction, habitability, design, condition, quality or freedom from defects as to any real property or improvements constituting a part of the Parking Facility. Grantor expressly disclaims any such representations or warranties. To the maximum extent permitted by law, Grantor specifically disclaims, and Grantee specifically releases Grantor from, any liability, loss, injury or death to any person or other property, resulting from any defect. The Easement is granted subject to any existing easements or other interests of record.

6.4 Duration. This Agreement and the Easement shall continue for so long as the existing office building located on the Grantee's Property remains on the Grantee Property and no other substitute parking is available in the vicinity of the Grantee Property to satisfy the parking requirements based on the then current use (and assuming full occupancy) of the Grantee Property.

6.5 Waiver. No waiver of any default hereunder shall be implied from any failure to take any action in respect to such default. No express waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any terms, provision or covenant contained in this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in this Agreement. The rights or remedies of the parties under the terms of this Agreement shall be deemed to be cumulative and none of such rights and remedies shall be exclusive of any others or of any right or remedy at law or in equity which any party might otherwise have as a result of a default under this Agreement. The exercise of any right or remedy shall not impair the right to exercise any other right or remedy.

6.6 No Relationship of Principal and Agent. Nothing contained in this Agreement nor any acts of any party shall be deemed or construed by any third person to create the relationship of principal and agent, or of limited or general partnership, or of joint venture, or of any other similar association between the parties.

6.7 Severability of Unenforceable Provisions. If any provision or provisions of this Agreement, or the application thereof to any party or other person or to any certain circumstances, shall be held to be unenforceable, void or illegal, the remaining provisions hereof and/or the application of such provisions to any party or other person or to any circumstances other than as to those to which it is held to be unenforceable, void or illegal, shall, nevertheless, remain in full force and effect and not be affected thereby; and the parties agree that they would have entered into this Agreement independently of any provision or provisions of this Agreement which are held to be unenforceable, void or illegal.

6.8 Interpretation. The captions of the Sections and Articles of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of

interpretation and construction. The use of the singular in this Agreement shall include the plural, where the context is otherwise appropriate.

6.9 Governing Law. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Utah, without regard to its principles of conflicts of law.

6.10 Rights of Successors and Assigns. The covenants and agreements in this Agreement shall extend and inure in favor and to the benefit of, and shall be binding on, Grantee and Grantor and their respective successors (including successors in ownership and estate) and permitted assigns. Grantee shall not transfer its rights and interests under this Agreement separate from its sale of the Grantee Property.

6.11 Sale of Facilities by Grantor. In the event of any sale, assignment, foreclosure or other disposition of all or a portion of the Grantor's interest in the Grantor Property at any time Grantor shall be, and is hereby, entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Agreement and arising out of any act, occurrence, or omission occurring after the consummation of such transaction with respect to that portion of Grantor's interest so sold or otherwise transferred. In such event, the purchaser or other transferee of any portion of the Grantor Property, and any subsequent purchaser or transferee of any such interest, shall be subject to, and bound by, all of the terms and provisions of this Agreement, and shall be liable to the Benefited Parties for all of the obligations of Grantor arising from this Agreement.

6.12 Amendment. This Agreement may be modified or amended only by a written instrument executed by Grantor and Grantee, for and on behalf of the Benefited Parties.

6.13 No Gift or Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the easement areas to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this agreement shall be strictly limited to the purposes expressly provided above.

6.14 Eminent Domain. If the whole or any part of the Grantor Property is taken by right of eminent domain or any similar right (or is sold in lieu of such taking), that portion of the award (or proceeds of the sale in lieu of such an award) attributable to the Grantor Property shall belong solely to Grantor.

6.15 Signatory Authority. Each of the individuals executing this Agreement represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor or Grantee, as applicable; (ii) that he or she has full legal power and authority to bind Grantor or Grantee, as applicable, in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority; and (iii) that the execution, delivery, and performance by Grantor or Grantee, as applicable, of this Agreement will not constitute a default under any agreement to which Grantor or Grantee, as applicable, is a party.

6.16 Counterparts. This Agreement may be executed by facsimile and in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument; provided, however, that original signature pages for any signatures received by fax shall be delivered to all of the Parties within five (5) days of transmission.

6.17 Governmental Immunity. Nothing in this Agreement shall be deemed to constitute or imply a waiver, modification or alteration of the caps or limitations on liability or privileges, immunities or other protection available to Grantor under the Utah Governmental Immunity Act or such other statutes or laws affording governmental agencies caps or limitations on liability or privileges, immunities or other protections.

[Intentionally left blank--signature page to follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

Molly Spivey CMC
City Recorder, Dep.



GRANTOR:

REDEVELOPMENT AGENCY OF
SANDY CITY, a body corporate and
politic of the State of Utah

By: Tom Dolan
Name: Tom Dolan
Title: Mayor

GRANTEE:

UTAH PACIFIC HOLDINGS, LLC, a Utah
limited liability company

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Attest:

City Recorder

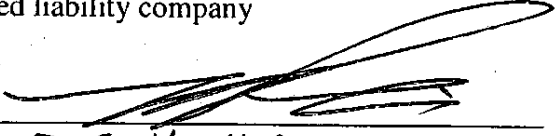
GRANTOR:

REDEVELOPMENT AGENCY OF
SANDY CITY, a body corporate and
politic of the State of Utah

By: _____
Name: _____
Title: _____

GRANTEE:

UTAH PACIFIC HOLDINGS, LLC, a Utah
limited liability company

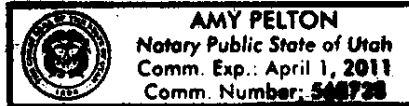
By: 
Name: R. Scott McQuarrie
Its: Manager

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

The foregoing instrument was acknowledged before me this 23 day of October, 2009 by Tom Dolan, who is the Mayor of the Redevelopment Agency of Sandy City, a body corporate and politic of the State of Utah.

My Commission Expires:

04/01/2011 



STATE OF UTAH)
)
:SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of October, 2009 by _____, who is the _____ of Utah Pacific Holdings, LLC, a Utah limited liability company.

My Commission Expires:

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

The foregoing instrument was acknowledged before me this ____ day of October, 2009 by _____, who is the _____ of the Redevelopment Agency of Sandy City, a body corporate and politic of the State of Utah.

My Commission Expires:

STATE OF UTAH)
)
:SS.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 15 day of October, 2009 by R. Scott McQuassie, who is the Manager of Utah Pacific Holdings, LLC, a Utah limited liability company.

My Commission Expires: 9-27-11

Marie E. Smith

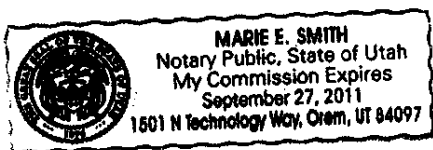


Exhibit A
to
Parking and Access Easement Agreement

Grantor Property Legal Description

Lot 2, Sandy City Centre Final Plat, First Amendment and Extended, according to the Official Plat thereof on file and of record in the Salt Lake County Recorder's Office.

27-12-453-041

Exhibit B
to
Parking and Access Easement Agreement
Grantee Property Legal Description

Lot 1, Sandy City Centre Final Plat, First Amendment and Extended, according to the Official Plat thereof on file and of record in the Salt Lake County Recorder's Office.

27-12-453-04b

Exhibit C
to
Parking and Access Easement Agreement

Site Plan

(Attached)

