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 Gary W. Ott
 Recorder, Salt Lake County, UT
 METRO NATIONAL TITLE
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UNT: 1846

Herriman, Utah
 NWC 5000 W & 13400 S
 LIC: 043-0279

Prepared by: Shelly Hurta
 After recording, Return to:
 Ana Maria Guedea
 U.S. Legal Department
 McDONALD'S CORPORATION
 One McDonald's Plaza
 Oak Brook, Illinois 60523

ADJ: 26-36-400-029
2011 # 26-36-451-889

SHOPPING CENTER EASEMENT AGREEMENT

THE EASEMENT GRANT is dated November 17, 2010, 2010, between **SOUTH FARM, L.L.C.**, a Utah limited liability company ("Grantor") and **McDONALD'S REAL ESTATE COMPANY**, a Delaware corporation ("Grantee"). The following statements are a material part of this Easement Agreement:

- A. Grantee is the purchaser of a tract of land described as Parcel 1 on Exhibit A, attached.
- B. Grantor is the owner of a tract of land described as Parcel 2 on Exhibit B, attached.
- C. Grantor wishes to grant, and Grantee wishes to receive, easements over, under and across Parcel 2.

THEREFORE, in consideration of the covenants contained in this Easement Agreement and other good and valuable consideration, the receipt of which is acknowledged, the following grants, agreements, covenants and restrictions are made:

1. EASEMENT FOR INGRESS AND EGRESS

Grantor grants and conveys to Grantee a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress, to and from Parcel 1, appurtenant to Parcel 1, over, upon and across the driveways and access ways, sidewalks and walkways, exits and entrances and other common areas, as such areas are proposed on Parcel 2, as shown on Exhibit B ("Easement Area").

2. MAINTENANCE

Once Parcel 2 improvements are designed, platted and installed, Grantor covenants and agrees to maintain in good condition and repair, or cause to be maintained and kept in repair, the Easement Area situated on Parcel 2. The obligation of Grantor to maintain, repair and keep in repair the Easement Area shall, without limiting its generality, include the following:

- (1) Maintaining the surface at such grade and levels that they may be used and enjoyed as contiguous and homogeneous common areas, and maintaining the surface

in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or of similar quality, use and durability; and

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

(3) Placing, keeping in repair and replacing any necessary appropriate directional signs, striping markers and lines; and operating, keeping in repair and replacing, when necessary, such artificial lighting facilities as shall be reasonably required; and

(4) Maintaining any perimeter walls and retaining walls in good condition and state of repair; and

(5) Maintaining all landscaped common areas, making such replacements of shrubs and other landscaping as is necessary, and keeping the areas at all times adequately weeded, fertilized and watered.

Notwithstanding the above, it is specifically understood and agreed that Grantee shall have no obligation or liability whatsoever in connection with the ownership, maintenance or management of the Easement Area located on Parcel 2, and that Grantor shall manage, operate and maintain the Easement Area located on Parcel 2 or cause such to be done on its behalf, and that Grantor, or its nominee, shall provide and maintain, at its cost and expense, an insurance policy or policies which will insure Grantee against injury to persons occurring in, on or about the Easement Area located on Parcel 2. The liability under such insurance shall be not less than \$2,000,000.00 for any one accident and \$200,000.00 for property damage. Grantor shall cause to be issued to Grantee proper certificates of insurance evidencing that the above covenants of Grantor have been complied with, and such certificates shall provide that if the underlying insurance is canceled or changed during the policy period, the insurance carrier will notify Grantee at least 30 days prior to such cancellation or change. However, Grantee shall only be responsible for the costs/fees for the Easement Area abutting Parcel 1 and adjacent to the public streets fronting Parcel 1, as shown on Exhibit B, attached hereto as Grantee will be self maintaining this area.

3. BARRIERS

Grantee may erect curbs, fences and landscaping on Parcel 1 in order to define Parcel 1 and Parcel 2, subject to design guidelines compliance and Grantor's design review which shall not be unreasonably withheld and subject to Herriman City approval where required. Grantor shall do nothing to detract from the parking and access rights of Grantee or prevent, hinder or interfere in any way with the free flow and passage of vehicular and pedestrian traffic and parking over, to, from and between Parcel 1 and Parcel 2.

4. CHANGES TO COMMON AREAS

Grantor agrees that the access drives and other common areas as shown on Exhibit B, shall not be changed or modified without Grantee's prior written consent.

5. LOT LIGHTS

Grantor agrees that the lot lights located within 100 feet of Parcel 1 shall be lit during the morning and evening hours while Grantee's business is open, as natural light availability dictates. Grantee shall have the right to approve any changes or alterations to the lot lights located within 100 feet of Parcel 1. Grantee's approval must be in writing.

6. EASEMENT FOR SIGNAGE

Grantor grants and conveys to Grantee a perpetual, exclusive easement for Grantee's monument sign together with the utility lines and facilities serving such sign (the "Monument Sign") to be erected on that specific portion of Parcel 2 described on Exhibit C attached hereto. Grantee will be and shall remain the owner of the Monument Sign. Grantor hereby establishes and grants an easement to Grantee for Grantee's installation, maintenance, repair, replacement and removal of the Monument Sign, together with the right to enter and cross Parcel 2 to gain access to the Monument Sign for the foregoing purposes.

7. RULES AND REGULATIONS

Grantor shall have the right to enact reasonable rules concerning the conduct and operation of the Easement Area situated on Parcel 2. Grantor shall not allow its employees or employees of the other tenants or occupants of Parcel 2 to park on Parcel 1 or within 50 feet of its boundaries.

8. COMPLIANCE WITH LAWS AND REGULATIONS--INDEMNIFICATION

Grantor covenants and agrees, with respect to Parcel 2, to comply with all laws, rules, regulations and requirements of all public authorities, including the payment of all real estate taxes and assessments, and to indemnify, defend and hold Grantee harmless against all claims, demands, loss, damage, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and attorney's fees) arising out of or in any way related to Grantor's failure to maintain Parcel 2 in a safe condition. Grantee shall give prompt and timely notice of any claim made or suit or action commenced against Grantee which in any way would result in indemnification under this Easement Agreement.

9. DEFAULT

In the event of any failure by Grantor to perform, fulfill or observe any agreement to be performed, fulfilled or observed by it, continuing for 30 days, or in situations involving potential danger to the health or safety of persons in, on or about Parcel 2 or any portion of any part of such parcel, in each case after written notice specifying such, Grantee may, at its election, cure such failure or breach for and on behalf of Grantor, and any amount which Grantee shall expend for such purpose, or which shall otherwise be due by Grantor to Grantee, shall be paid to Grantee on demand, without contest, upon delivery of its invoice, together with interest at the lower of (i) the rate of 10% per annum, or (ii) the maximum rate permissible from time to time under applicable law, from the date of the expenditure or the date when it shall have become due to the date of payment in full.

10. COVENANTS RUNNING WITH THE LAND

The right to use and exercise the rights and easements contained in this Easement Agreement shall run with the land and inure to, and be for the benefit of, Grantee and Grantor, their successors and assigns and tenants, sub-tenants, licensees, concessionaires, mortgagees in possession, customers and business invitees of such persons.

11. COVENANTS OF TITLE AND QUIET ENJOYMENT

Grantor warrants that he has good and indefeasible fee simple title to Parcel 2, and Grantor warrants and will defend the title to the easement premises owned by Grantor and will indemnify Grantee against any damage and expense which Grantee may suffer by reason of any lien, encumbrance, restriction or defect in the title or description of the easement premises.

12. TERMINATION OF LIABILITY

Whenever a transfer of ownership of either parcel takes place, the transferor will not be liable for a breach of this agreement occurring after a transfer, except that Grantee shall remain liable if it transfers its interest to a licensee or subsidiary corporation.

13. CONSTRUCTION

The rule of strict construction does not apply to this grant. This grant shall be given a reasonable construction so that the intention of the parties to convey a commercially usable right of enjoyment to Grantee is carried out.

14. COUNTERPARTS

This Easement Agreement may be executed in any number of counterparts, each of which shall be taken as an original, and all such counterparts shall constitute one and the same instrument.

15. NOTICE

Grantor's address is Donald E. Wallace c/o Rosecrest, Inc., 4393 South Riverboat Road, Salt Lake City, Utah 84123 and Grantee's address is One McDonald's Plaza, Oak Brook, Illinois 60523, Attention: Director, US Legal Department #091, L/C:043-0279. Either party may lodge written notice of a change of address with the other. All notices shall be sent by certified mail, return receipt requested, to the addresses provided for in this paragraph and shall be deemed given when placed in the mail.

To indicate their consent to this Easement Agreement, Grantor and Grantee, or their authorized officers or representatives, have signed this document.

GRANTOR:
SOUTH FARM, L.L.C
a Utah limited liability company

By: _____
Donald E. Wallace

Mgr. Sorventures, Inc., Mgr south Farm, L.L.C.

Date: _____

GRANTEE:
McDONALD'S REAL ESTATE COMPANY
a Delaware corporation

By: *Shelly Hurta* *cmj*

Its: Shelly J. Hurta, Senior Counsel

Date: 11-16-10

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A, and B)

GRANTOR:
SOUTH FARM, L.L.C
a Utah limited liability company

GRANTEE:
McDONALD'S REAL ESTATE COMPANY
a Delaware corporation

By: 
Donald E. Wallace

By: _____

Mgr. Sorventures, Inc., Mgr south Farm, L.L.C.

Its: _____

Date: 11/17/2010

Date: _____

(ATTACH ACKNOWLEDGMENTS AND EXHIBITS A, and B)

ACKNOWLEDGMENT – McDONALD'S
(No Attestation required)

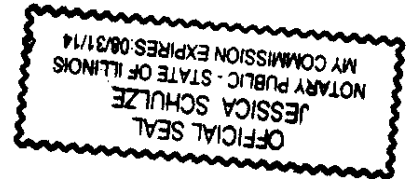
STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, Jessica Schuzo, a Notary Public in and for the county and state set forth above, CERTIFY that Shelly Z. Hurta, as senior course/ of McDONALD'S USA, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this 16th day of November, 2010

Jessica Schuzo
Notary Public

My commission expires 6/31/14.



ACKNOWLEDGMENT – CORPORATE

STATE OF _____)
) SS:
COUNTY OF _____)

I, _____, a Notary Public in and for the county and state set forth above, CERTIFY that _____, as _____ of _____ a Utah limited liability company, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company/corporation for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this _____ day of _____, _____.

Notary Public

My commission expires _____.

ACKNOWLEDGMENT - McDONALD'S
(No Attestation required)

STATE OF ILLINOIS)
) SS:
COUNTY OF DUPAGE)

I, _____, a Notary Public in and for the county and state set forth above, CERTIFY that _____, as _____ of McDONALD'S USA, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such authorized party, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this _____ day of _____.

Notary Public My commission expires _____.

^{LLC}
ACKNOWLEDGMENT - CORPORATE

STATE OF State Utah
COUNTY OF Salt Lake) SS:

I, Teri D Forbes, a Notary Public in and for the county and state set forth above, CERTIFY that Donald E Wallace, as Manager Investments, Manager Salt Farm of Salt Farm LLC a Utah limited liability company, who is personally known to me to be the person whose name is subscribed to the foregoing instrument as such authorized party, appeared before me this day in person and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act as such authorized party and as the free and voluntary act of the company/corporation for the uses and purposes described in this instrument.

Given under my hand and notarial seal, this 17th day of November, 2010

Teri D Forbes
Notary Public

My commission expires April 8, 2012

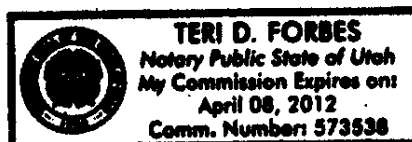


Exhibit A
Legal Description of Parcel 1

All of Lot 1, Herriman Towne Center Plat F – Phase 1, according to the official plat thereof, filed in Book 2010 of Plats at Page 170 of the official records of the Salt Lake County Recorder.

Said Lot 1 is also described in metes and bounds as follows:

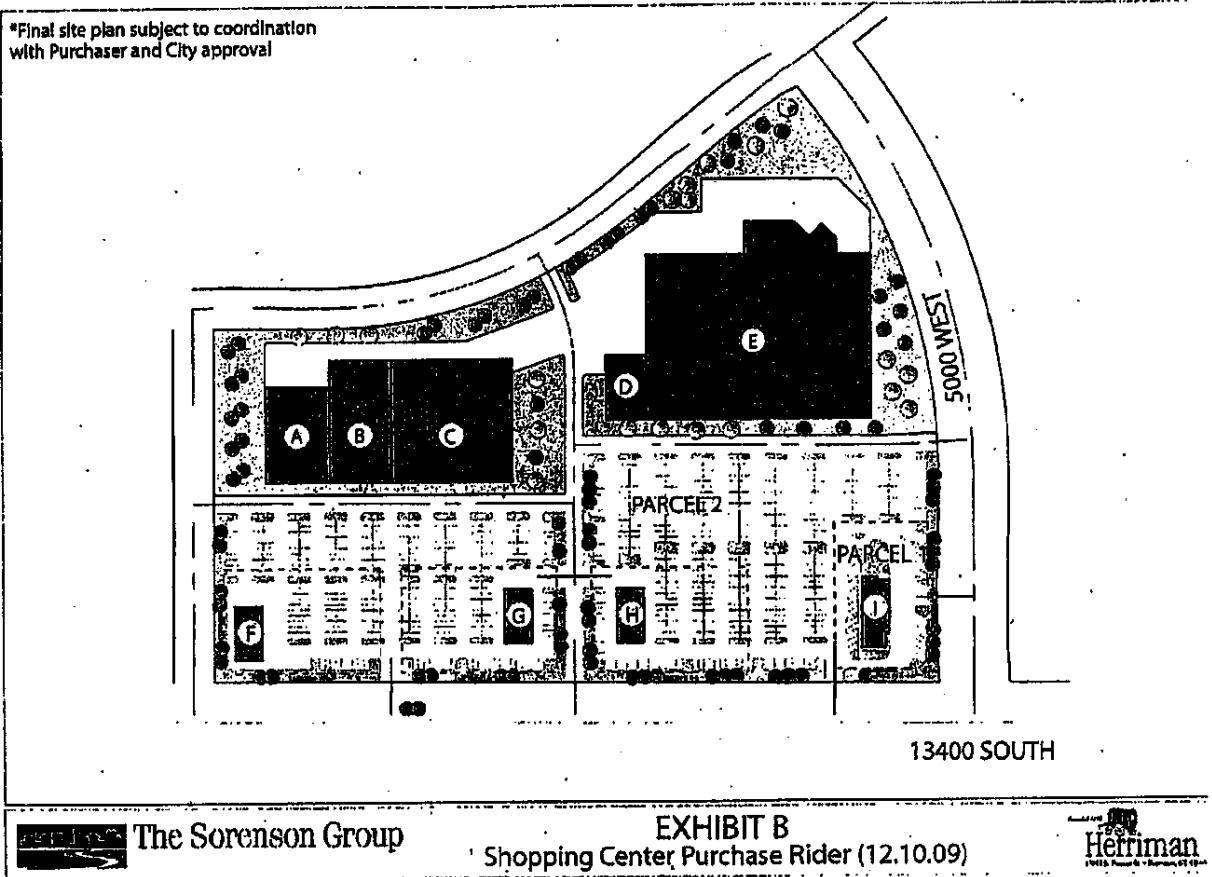
A parcel of land located in the Southeast Quarter of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point South 89°38'29" East 1,082.58 feet along the south line of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian and North 68.00 feet from the South Quarter Corner of said Section 36, and thence North 00°09'29" East 258.80 feet; thence South 89°38'29" East 174.98 feet; thence South 00°09'29" West 229.58 feet; thence South 45°15'30" West 41.25 feet; thence North 89°38'29" West 145.75 feet to the POINT OF BEGINNING. Said parcel contains 44,857 square feet or 1.03 acres, more or less.

CMY

Exhibit B
Site Plan of Shopping Center

*Final site plan subject to coordination
with Purchaser and City approval



The Sorenson Group

EXHIBIT B

Shopping Center Purchase Rider (12.10.09)



** Any improvements shown on this exhibit are for illustrative purposes.

*** Accessways, parking areas, driveways and common areas shall be defined as all those areas of Parcel 2 not improved with a building.

any

Document #: 789353-v1

Exhibit B

Legal description of Parcel 2

A parcel of land located in the Southeast Quarter of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the north right-of-way line of the 13400 South Roadway Dedication Plat (Plat D - Phase 1A), said point being South 89°38'29" East 93.12 feet along the south line of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian and North 53.00 feet from the South Quarter Corner of said Section 36, and thence along said line South 89°38'29" East 989.41 feet to the west line of Herriman Towne Center Plat F - Phase 1; thence continuing along said right-of-way line the following two courses: 1) South 89°38'29" East 154.87 feet to a point of tangency of a 30.00 foot radius curve to the left and 2) Northeasterly 47.23 feet along said curve through a central angle of 90°12'02" and a long chord of North 45°15'30" East 42.50 feet to the west line of Fort Herriman Parkway; thence along said line North 00°09'29" East 293.65 feet to a point of tangency of a 983.00 foot radius curve to the left; thence Northerly 640.56 feet along said curve through a central angle of 37°20'10" and a long chord of North 18°30'36" West 629.29 feet; thence North 37°10'41" West 57.72 feet; thence South 52°49'19" West 371.74 feet to a point of tangency of a 798.00 foot radius curve to the right; thence Westerly 520.51 feet along said curve through a central angle of 37°22'19" and a long chord of South 71°30'29" West 511.33 feet; thence North 89°48'22" West 157.49 feet to a point of tangency of a 20.00 foot radius curve to the left; thence Southwesterly 31.42 feet along said curve through a central angle of 90°00'00" and a long chord of South 45°11'38" West 28.28 feet; thence South 00°11'38" West 532.84 feet to said north line of the 13400 South Roadway Dedication and a point of tangency of a 20.00 foot radius curve to the left; thence Southeasterly 31.36 feet along said curve through a central angle of 89°50'07" and a long chord of South 44°43'26" East 28.24 feet to the POINT OF BEGINNING. Said parcel contains 836,520 square feet or 19.20 acres, more or less.

LESS AND EXCEPTING THE FOLLOWING DESCRIBED PROPERTY:

All of Lot 1, Herriman Towne Center Plat F - Phase 1, according to the official plat thereof, filed in Book 2010 of Plats at Page 170 of the official records of the Salt Lake County Recorder.

Said Lot 1 is also described in metes and bounds as follows:

A parcel of land located in the Southeast Quarter of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point South 89°38'29" East 1,082.58 feet along the south line of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian and North 68.00 feet from the South Quarter Corner of said Section 36, and thence North 00°09'29" East 258.80 feet; thence South 89°38'29" East 174.98 feet; thence South 00°09'29" West 229.58 feet; thence South 45°15'30" West 41.25 feet; thence North 89°38'29" West 145.75 feet to the POINT OF BEGINNING. Said parcel contains 44,857 square feet or 1.03 acres, more or less.

any

Exhibit C

Page 1 of 2

Legal description of Sign Easement Parcel

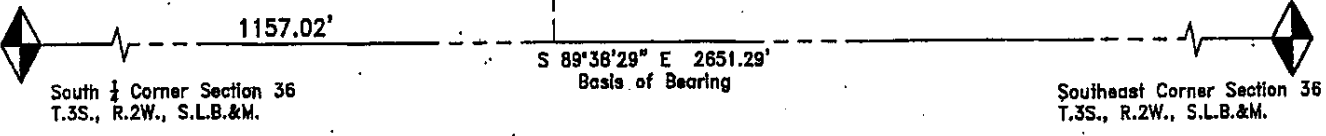
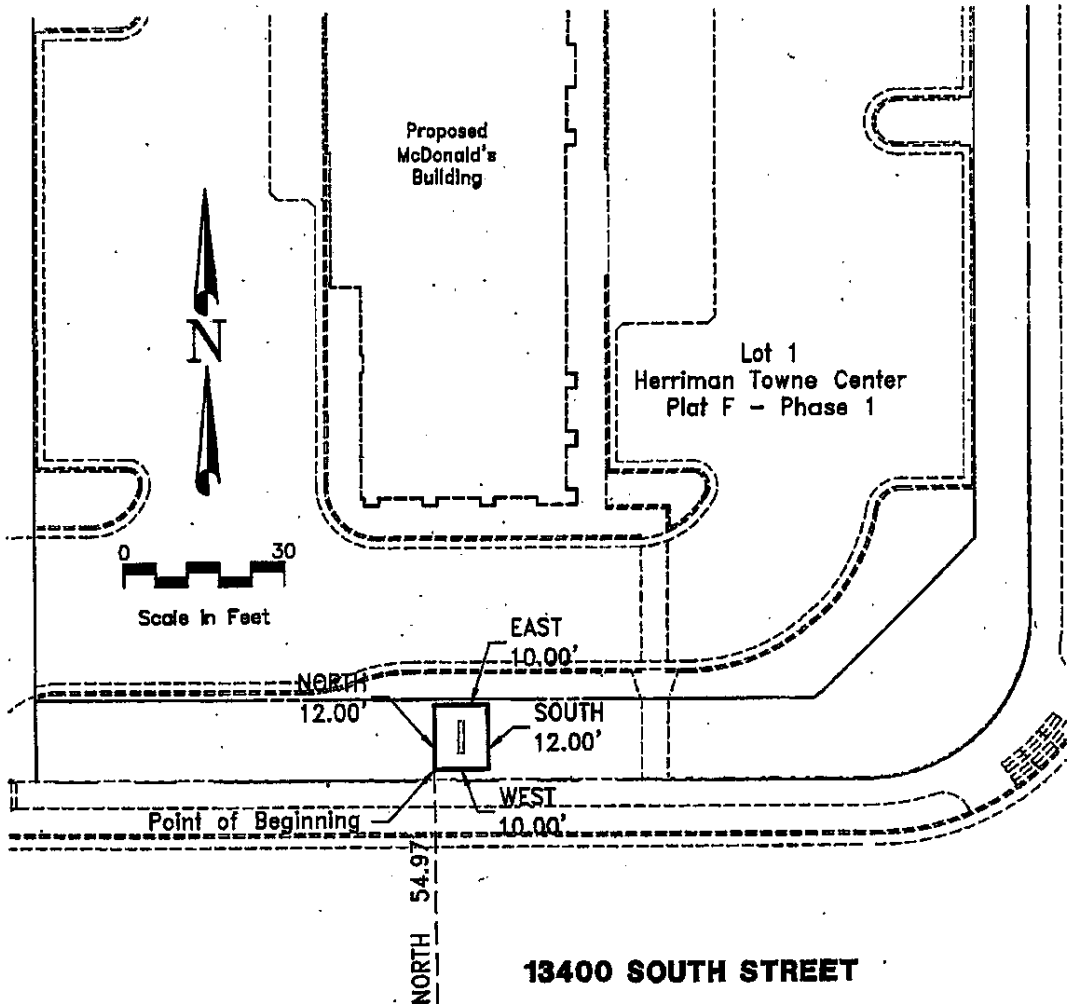
A permanent, easement located in the Southeast Quarter of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point South 89°38'29" East 1,157.02 feet along the south line of Section 36, Township 3 South, Range 2 West, Salt Lake Base and Meridian and North 54.97 feet from the South Quarter Corner of said Section 36, and thence North 12.00 feet; thence East 10.00 feet; thence South 12.00 feet; thence West 10.00 feet to the POINT OF BEGINNING. Said easement encompasses 120 square feet or 0.00 acres, more or less.

mg

EXHIBIT C

PAGE 2 OF 2
Depiction of Sign Easement Parcel



Sign Easement
5018 West 13400 South
Herriman, Utah
SE 1/4 of Section 36, T3S, R2W,
S.L.B.&M.

Handwritten initials/signature