

AFTER RECORDING, PLEASE RETURN TO:

Sandy City Attorney's Office
Attn: Kathleen R. Jeffrey, Esq.
10000 Centennial Parkway
Sandy, Utah 84070

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02/09/96 2:43 PM 28.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY: R ZITO , DEPUTY - WI

SPECIAL WARRANTY DEED
[Conveying Street and Wetlands Property,
and Reserving Certain Easements and Rights]

THIS DEED, dated the 5TH day of FEBRUARY, 1996, is executed by ZML-SOUTH TOWNE MARKETPLACE LIMITED PARTNERSHIP (formerly known as ZML-SOUTH TOWNE VACANT LIMITED PARTNERSHIP), an Illinois Limited Partnership (hereinafter referred to as "Grantor"), whose address is Two North Riverside Plaza, Suite 1000, Chicago, Illinois 60606, in favor of REDEVELOPMENT AGENCY OF SANDY CITY, UTAH, a Utah public entity (hereinafter referred to as "Grantee"), whose principal mailing address is 10000 Centennial Parkway, Sandy, Utah 84070.

WITNESSETH:

IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby CONVEYS AND WARRANTS against (but only against) all claiming by, through, or under it unto Grantee the following-described realty situated in Salt Lake County, State of Utah:

A parcel of land located in the Northeast quarter of Section 13 and the Southeast quarter of Section 12, Township 3 South, Range 1 West, Salt Lake Base & Meridian, Salt Lake County, Utah, being more particularly described as follows:

BEGINNING at a point North 89°49'53" West 1027.21 feet along the section line from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of bearing being South 00°01'50" East 2599.11 feet along the monument line of State Street between the monuments found marking the intersections of 10600 South & 10200 South Streets), said Northeast Corner of Section 13 being South 89°53'20" West 92.33 feet from the monument at the intersection of 10200 South and State Streets, and running thence South 00°00'36" West 460.06 feet to a point on a 768.00 foot radius curve to the left (bearing to the center South 00°53'56" West); thence Southwesterly 299.68 feet along the arc of said curve through a central angle of 22°21'25" (chord bears South 79°43'14" West 297.77 feet) to the proposed Westerly line of Centennial Boulevard; thence North 499.79

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feet along said line; thence North 00°14'12" East 266.87 feet along said line; thence South 88°15'44" East 78.86 feet; thence North 00°00'36" East 579.86 feet; thence South 89°57'20" East 213.19 feet to the proposed Easterly line of Centennial Boulevard; thence South 00°00'36" West 830.76 feet to the point of BEGINNING.

THE CONVEYANCE HEREBY ACCOMPLISHED IS SUBJECT TO all of the following:

(1) Taxes and assessments for the year 1996 and for subsequent years. (However, Grantor covenants and agrees with and in favor of Grantee that Grantor shall pay that part of 1996 taxes on the above-described realty which is attributable to the portion of 1996 preceding the date of this Deed.)

(2) The fact that the above-described realty is located within the boundaries of both Sandy City and the Salt Lake County Sewerage Improvement District No. 1, and is subject to charges and assessments levied by reason thereof.

(3) Unpatented mining claims, reservations or exceptions in patents or in Acts authorizing the issuance thereof, water rights, or claims or title to water.

(4) Any and all discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, including, without limitation, any and all matters shown by that certain Survey by DeMass and Associates certified under date of February 4, 1991 by J. Michael DeMass, a Registered Land Surveyor holding License No. 8326, or by that certain Survey by Bingham Engineering, Inc., certified under date of August 2, 1995 by James D. Pitkin, a Registered Land Surveyor holding License No. 171546.

(5) Easement and right-of-way in favor of Utah Power & Light Company, recorded on October 30, 1985, as Entry No. 4157033 in Book 5704 at Page 2119.

(6) Pending condemnation action (Civil Case No. 9009041242CV) in the Third Judicial District Court, Salt Lake County, Utah, with Sandy City, a municipal corporation, as Plaintiff, said action being disclosed by Order of Immediate Occupancy affecting adjoining property, recorded September 19, 1990 as Entry No. 4967183 in Book 6253 at Page 2275.

(7) Each of the easements, rights-of-way, rights, interests, restrictions, and limitations that is reserved unto Grantor or otherwise created or described in the following provisions of this Deed.

(8) Any matters that may have arisen or may arise by or through the acts of Grantee.

IN ADDITION TO conveying the realty that is described by metes and bounds above, Grantor hereby QUITCLAIMS unto Grantee the following-described realty situated in Salt Lake County, State of Utah:

All of Grantor's right, title, and interest, if any, in and to any fragments, strips, or gores of land that may adjoin the North or West boundary of the realty that is described by metes and bounds above.

Grantor makes no warranty and gives no assurance whatsoever as regards title to any such fragments, strips, or gores, including any warranty or assurance that Grantor has or is hereby conveying to Grantee any title thereto.

THERE IS HEREBY RESERVED UNTO GRANTOR, and there is excepted from Grantor's conveyance of the realty transferred by this Deed, each of the easements, rights-of-way, rights, and interests described in the following Paragraphs (a) through (d):

(a) An easement for the drainage and discharge of storm waters from the "Served Parcel" (which "Served Parcel" is described below) onto that part of the realty conveyed by this Deed that is described below (which part is hereinafter referred to as the "Wetlands Area"). Said easement shall be an appurtenance of the Served Parcel and shall burden and affect the following-described "Wetlands Area," said Wetlands Area being a portion of the realty conveyed by this Deed:

"Wetlands Area":

A parcel of land located in the Northeast quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, being more particularly described as follows:

BEGINNING at a point North 89°49'53" West 1027.21 feet along the section line and South 00°00'36" West 460.01 feet to a point on a 768.00 foot radius curve to the left (bearing to the center South 00°53'56" West) and South-westerly 98.74 feet along the arc of said curve through a central angle of 07°21'58" (chord bears South 87°12'57" West 98.67 feet) to a point on a 35.00 foot radius curve to the left (bearing to the center North 06°28'02" West), from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of bearing being South 00°01'50" East 2599.11 feet along the monument line of State Street between the monuments found marking the intersections of 10600 South & 10200 South Streets), said Northeast Corner of Section 13 being South 89°53'20" West 92.33 feet

from the monument at the intersection of 10200 South and State Streets, and running thence Northeasterly 51.02 feet along the arc of said curve through a central angle of 83°31'22" (chord bears North 41°46'17" East 46.62 feet); thence North 00°00'36" East 360.39 feet to a point of curvature with a 35.00 foot radius curve to the left; thence Northwesterly 54.98 feet along the arc of said curve through a central angle of 90°00'00" (chord bears North 44°59'24" West 49.50 feet); thence North 89°59'24" West 88.00 feet to a point of curvature with a 35.00 foot radius curve to the left; thence Southwesterly 54.98 feet along the arc of said curve through a central angle of 90°00'00" (chord bears South 45°00'36" West 49.50 feet); thence South 00°00'36" West 375.38 feet to a point of curvature with a 35.00 foot radius curve to the left; thence Southeasterly 62.83 feet along the arc of said curve through a central angle of 102°51'00" (chord bears South 51°24'54" East 54.73 feet) to a point on a 768.00 foot radius curve to the left (bearing to the center South 12°50'24" East); thence Northeasterly 85.42 feet along the arc of said curve through a central angle of 06°22'22" (chord bears North 80°20'47" East 85.38 feet) to the point of BEGINNING.

(b) An easement for the installation, maintenance, use, and replacement of a pipe, conduit, or other mechanism to convey storm waters from the Served Parcel, below the surface of the realty hereby conveyed, to the Wetlands Area. Said easement shall be an appurtenance of the Served Parcel and shall burden and affect the following-described strip of land, said strip being a portion of the realty conveyed by this Deed:

A 20.00 foot wide strip of land located in the Northeast quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, Salt Lake County, Utah, being 10.00 feet on each side of the following-described center line:

BEGINNING at a point North 89°49'53" West 1027.21 feet along the Section line and South 00°00'36" West 257.97 feet from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian (Basis of bearing being South 00°01'50" East 2599.11 feet along the monument line of State Street between the monuments found marking the intersections of 10600 South & 10200 South Streets), said Northeast Corner of Section 13 being South 89°53'20" West 92.33 feet from the monument at the intersection of 10200 South and State Streets, and running thence South 89°54'23" West 82.88 feet to the END.

Any storm water drainage and discharge system (whether the initial system or a replacement thereof) related to the easement reserved in this Paragraph (b) or in the foregoing Paragraph (a) shall be designed, installed, and maintained by Grantor (as the owner of the Served Parcel) at no expense to Sandy City (hereinafter referred to as the "City") or Grantee. Such design and installation shall be according to plans and specifications to be prepared by the owner of the Served Parcel and approved by the City.

(c) The right to keep and maintain the Wetlands Area as wetlands and to keep and maintain thereon wetlands vegetation of such type or types as Grantor (as the owner of the Served Parcel) may consider to be appropriate. Each right provided for in this Paragraph (c) shall be an appurtenance of the Served Parcel.

(d) The right to cut, install, and construct, in a manner consistent with City ordinances and standards, three (3) driveway openings allowing vehicular access between Centennial Boulevard (as recently widened or as now being widened) and the Served Parcel, each such driveway opening having heretofore been approved by the City. The approximate location of each of said driveway openings is shown on Exhibit E attached hereto and made a part hereof by this reference. The right provided for in this Paragraph (d) shall be an appurtenance of the Served Parcel.

GRANTOR HEREBY COVENANTS and agrees as follows with and in favor of Grantee:

(A) Grantor, as the owner of the Served Parcel, shall defend, hold harmless, and indemnify Grantee, its officers, agents, and employees, from and against all claims, liability, damage, loss, costs, and expenses, including attorney's fees, on account of injury or damage to persons or property arising out of Grantor's or its contractors', officers', agents', or employees' entry or activities upon or use of the realty conveyed by this Deed for the purposes contemplated by Paragraphs (a), (b), (c), and (d) above or for any other purposes, except to the extent that such injury or damage results from the activities or from the negligence or wrongful act of Grantee, the City, or their respective contractors, officers, agents, or employees.

(B) Grantor, as the owner of the Served Parcel, shall maintain commercial general liability insurance, with limits of \$1,000,000 per person/\$2,000,000 per occurrence and provided by responsible insurers authorized to do business in the State of Utah and having an AM Best rating of B+:VII or better, insuring against injury to persons and damage to property occurring on or about the Wetlands Area. Annual proof of such coverage shall be provided to Grantee. Such insurance coverage shall name Grantee as an additional insured and shall provide for 30 days written notice of cancellation.

BY ITS ACCEPTANCE OF THIS DEED, Grantee covenants and agrees as follows with and in favor of Grantor and for the benefit of the "Served Parcel" described below:

(I) Grantee shall not fill, change the contour, topography, or vegetation of, or otherwise change the Wetlands Area in any way that would change the wetlands character thereof or lessen the capacity of the Wetlands Area to accept storm drainage from the Served Parcel unless emergency measures are necessary and public safety concerns dictate that Grantee do so or unless required by competent federal, state, or county government or judicial authority.

(II) If at any time prior to the date that falls 20 years after the date of this Deed either Grantee or any governmental subdivision, agency, or authority to which

Grantee may transfer the realty conveyed by this Deed (hereinafter in this Paragraph (II) and in other provisions below referred to as the "Property") or any portion thereof (Grantee and any such governmental subdivision, agency, or authority being hereinafter in this Paragraph (II) referred to as the "Seller") proposes to sell or convey all or any part of the Property, then the Seller shall give to the then-owner of the Served Parcel (such then-owner being hereinafter in this Paragraph (II) referred to as the "Owner") written notice of the name and address of the proposed buyer or transferee and of the price and terms and conditions of the proposed sale or conveyance. Such notice shall be given to the Owner by delivering the same to the last known address for the Owner, as shown by the records of the Salt Lake County ad valorem assessing and taxing authorities. For the 30-day period following the giving of such notice the Owner shall have the right to elect to enter into the proposed transaction for the same price and upon terms as favorable as the Seller proposes to accept from the prospective third-party buyer or transferee. The Owner shall exercise such right by giving the Seller written notice of its election to do so before expiration of the above-mentioned 30-day period. In the event the Owner's right is thus exercised, the sale or conveyance shall be closed and consummated in accordance with the terms and conditions that were described in the Seller's notice to the Owner. If the Owner does not exercise such right within the above-mentioned 30-day period, it may not elect to do so thereafter. In the event the Owner's right is not exercised, the Seller may, at any time during the 12 months following the date on which the Owner's notice of its election not to exercise such right was given to the Seller or the expiration of the above-mentioned 30-day period, whichever is earlier, enter into the proposed transaction with any person upon terms and conditions not materially different than those specified in said notice. Any materially different proposed sale or conveyance, and any such transaction proposed subsequent to the expiration of said 12-month period (even though upon the same terms and conditions), shall be considered a new proposal requiring compliance with this Paragraph (II). Notwithstanding the foregoing provisions, the rights accorded to the Owner by this Paragraph (II) shall not apply to a proposed sale or conveyance by the Seller to a governmental subdivision, agency, or authority. The provisions of this Paragraph (II) shall apply in lieu of the provisions of Section 78-34-20, *Utah Code Annotated (1953)*, and during or after said 20-year period it shall not be necessary to comply with said Section 78-34-20.

THE "SERVED PARCEL" of realty consists of the following-described realty situated in Salt Lake County, State of Utah, including any portion of the realty described below that may not currently be owned by Grantor, so long as title to any such unowned portion is obtained by Grantor (or by Grantor's successor in title to such part of the following-described realty as is currently owned by Grantor) within five (5) years after the date of this Deed:

"Served Parcel":

BEGINNING at a point on the Westerly right of way line of State Street, which point is North 89°50'56" East 41.33 feet from the Northeast Corner of Section 13, Township 3 South, Range 1 West, Salt Lake

Base and Meridian (Basis of bearing being South 00°01'50" East 2599.11 feet along the monument line of State Street between the monuments found marking the intersections of 10600 South & 10200 South Streets), said Northeast Corner of Section 13 being South 89°53'20" West 92.33 feet from the monument at the intersection of 10200 South and State Streets, and running thence South 00°01'50" East 583.24 feet along said line; thence South 00°50'43" East 70.31 feet along said line; thence South 00°01'50" East 53.16 feet along said line to the Northerly line of an access road and a point on a 25.00 foot radius curve to the right; thence running along said Northerly line for the next five courses, Southwesterly 21.60 feet along the arc of said curve through a central angle of 49°30'41" (chord bearing South 65°15'40" West 20.94 feet); thence North 89°59'00" West 192.15 feet to the point of tangency with a 305.00 foot radius curve to the left; thence Southwesterly 162.31 feet along the arc of said curve through a central angle of 30°23'31"; thence South 59°37'30" West 74.04 feet to the point of tangency with a 25.00 foot radius curve to the right; thence Northwesterly 37.15 feet along the arc of said curve through a central angle of 85°08'19" to the point of tangency with a 758.00 foot radius curve to the left and being the north line of the South Towne Mall Ring Road; thence Northwesterly 712.45 feet along the arc of said curve through a central angle of 53°51'11" along said line; thence North 00°00'36" East 1300.81 feet; thence South 89°57'20" East 519.88 feet; thence North 86°50'50" East 266.48 feet; thence South 89°59'01" East 280.57 feet to said West right of way line of State Street; thence South 00°07'35" East 847.85 feet along said line to the point of BEGINNING.

LESS AND EXCEPTING from the foregoing the strip of land, heretofore conveyed to Salt Lake City Corporation, within which there is currently situated a portion of the Jordan & Salt Lake Canal, as relocated.

The "Served Parcel" as described above shall be the property to which is appurtenant and/or which is to be benefitted by each of the easements, rights-of-way, rights, interests, restrictions, covenants, and reservations referred to in the foregoing provisions of this Deed as being appurtenant to or benefitting, or as intended to be enforceable by the owner of, the Served Parcel.

EACH PROVISION of this Deed which is to be performed or observed by Grantor or Grantee is intended to and shall constitute a covenant running with the land (the land, in the case of Grantor, being the Served Parcel) and is intended to and shall be binding upon and enforceable against not only Grantor and Grantee, but also their respective grantees, transferees, successors, and assigns. The provisions of this Deed are intended to and shall inure to the benefit of the respective grantees, transferees, successors, and assigns of Grantor and Grantee. In the event Grantor or any successor in title to Grantor conveys the Served Parcel, the conveying party shall be relieved of all liability under its covenants and

obligations contained in this Deed arising out of any act, occurrence, or omission occurring after such conveyance, and all such liability shall thereafter belong to the new owner of the Served Parcel. In the event Grantor or any successor in title to Grantee conveys the Wetlands Area or another part of the Property, the conveying party shall be relieved of all liability under its covenants and obligations contained in this Deed arising out of any act, occurrence, or omission occurring with respect to the Wetlands Area or other conveyed part of the Property (as the case may be) after such conveyance, and all such liability shall thereafter belong to the new owner of the Wetlands Area or other conveyed part of the Property (as the case may be).

IN WITNESS WHEREOF, Grantor has executed this Deed on or as of the day and year first above written.

"Grantor":

ZML-SOUTH TOWNE MARKETPLACE
LIMITED PARTNERSHIP (formerly known as
ZML-SOUTH TOWNE VACANT LIMITED
PARTNERSHIP), an Illinois Limited Partnership

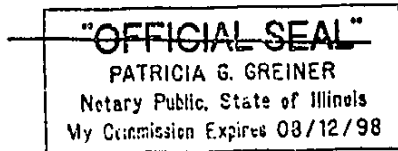
By: Its General Partner, ZML-SOUTH
TOWNE MARKETPLACE, INC.
(formerly known as ZML-SOUTH
TOWNE VACANT, INC.), an Illinois
corporation

By Stanley M. Stevens
Name: STANLEY M. STEVENS
Title: VICE PRESIDENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 5th day of FEBRUARY, 1996, by STANLEY M. STEVENS, the VICE PRESIDENT of ZML-SOUTH TOWNE MARKETPLACE, INC. (formerly known as ZML-SOUTH TOWNE VACANT, INC.), an Illinois corporation, in such corporation's capacity as the General Partner in, and on behalf of, ZML-SOUTH TOWNE MARKETPLACE LIMITED PARTNERSHIP (formerly known as ZML-SOUTH TOWNE VACANT LIMITED PARTNERSHIP), an Illinois Limited Partnership.

My Commission Expires:



Patricia G. Greiner
Notary Public
Residing at: 20 RIVERSIDE PLAZA, Ste. 1515
CHICAGO, IL 60606

