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01/13/2000 03:11 PM NO FEE
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY REDEVELOPMENT AGENCY
451 S STATE ROOM 418
SLC UT 84111
BY: RDJ, DEPUTY - WI 18 P.

WHEN RECORDED, RETURN TO:

REDEVELOPMENT AGENCY OF SALT LAKE CITY
Room 418, City & County Building
451 South State Street
Salt Lake City, Utah 84111
Attn: Alice Larkin Steiner, Executive Director

RECORDED

JAN 05 2000

CITY RECORDER

DEPOT PEDESTRIAN AND PUBLIC USE EASEMENT

THIS GRANT OF PEDESTRIAN AND PUBLIC USE EASEMENT (this "Agreement") is made this 23rd day of December, 1999, by GATEWAY ASSOCIATES, LTD., a Utah limited partnership ("Owner") in favor of REDEVELOPMENT AGENCY OF SALT LAKE CITY, a public agency organized and existing under the Utah Neighborhood Development Act ("Agency") and SALT LAKE CITY CORPORATION, a municipal corporation of the State of Utah ("City"). Owner, Agency and City are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties". Reference in this Agreement to a Party or the Parties shall include, unless the context requires otherwise, the successors and assigns of the Parties, including their successors in interest to the applicable real property and/or the rights granted in this Agreement.

RECITALS

A. This Agreement relates to that certain real property located in Salt Lake City, Utah and legally described on Exhibit "A" attached hereto (the "Restricted Property") and shown on the Site Plan attached as Exhibit "B" (the "Site Plan"). The Restricted Property is located within what is known as the Depot District Redevelopment Project Area (the "Depot Project Area"), which generally includes the area located between North Temple Street and 400 South Street and 400 West Street and I-15 in Salt Lake City, Utah.

B. Pursuant to the terms of a Participation and Reimbursement Agreement between Agency and Owner (the "Reimbursement Agreement"), Owner has agreed to construct certain Developer Improvements (as such term is defined in the Reimbursement Agreement), including historic renovation and preservation of a building on the Restricted Property known as the Union Pacific Depot (the "Depot") for use as a community gathering place. The Developer Improvements shall also include preservation of the main waiting room of the Depot as a public space (the "Depot Common Area").

C. The Parties desire to provide for a public walkway and use easement over, across and through the Depot Common Area and for pedestrian ingress and egress as provided herein,

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for the benefit of all of the Restricted Property and the general public, and to record such easement against the portion of the Restricted Property which is legally described on Exhibit "C" attached hereto and incorporated herein by reference ("Pedestrian Easement"). The real property constituting the Pedestrian Easement is sometimes referred to herein as the Pedestrian Easement or the Depot Common Area.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, for themselves and their successors and assigns, hereby covenant as follows:

1. PUBLIC WALKWAY AND USE EASEMENTS

1.1 *Conveyance of Public Walkway and Use Easement.* Owner hereby reserves and grants an easement and right of way for the benefit of all of the Restricted Property and the general public in accordance with the Rules of Conduct (defined later), (i) for pedestrian access; and (ii) for the free and uninterrupted enjoyment and public use over, across and through the entire Depot Common Area; provided, Owner may construct the improvements contemplated by Section 1.2 upon the Pedestrian Easement. The Pedestrian Easement granted herein shall be perpetual. Owner reserves the right to adopt, enforce and post reasonable rules of conduct (the "Rules of Conduct") governing the use and maintenance of the Restricted Property and the Depot Common Area, consistent with the terms of this Agreement. Owner reserves the right to include in the Rules of Conduct a prohibition against the use of the Depot Common Area for expressive activities or other conduct including activities or conduct that would otherwise be protected by the United States Constitution or the Utah State Constitution if such activities were conducted on land owned by the City. Such prohibited conduct and activities may include, without limitation, picketing, hand billing, circulation of petitions, speeches, political campaigning, parades, marches, strikes, organized gatherings, demonstrations, solicitation of charitable donations, proselytizing or other religious activity, erection of signs, symbols or other displays, loitering, panhandling; musical performances; skateboarding; roller blading; bicycling; and other sports activities.

1.2 *Design and Construction of Depot Common Area and Easement.* The Depot Common Area shall be designed and constructed in accordance with the Reimbursement Agreement which provides that prior to commencing construction of any portion of Developer Improvements (which include the Depot Common Area and preservation of the Depot), Owner shall obtain the approval of the historic landmark commission ("Commission") of City to the design thereof or such other approvals of persons designated by the Commission. Before seeking the

Commission's (or its designee's) design approval, Owner shall submit the design for review by City's Crime Prevention Task Force (the "CPTF Review"). Following the CPTF Review, Owner shall submit the design, together with the results of the CPTF Review, to the Commission (or its designee) for review and approval. The Commission (or its designee) may, at his/her sole discretion, require Owner to implement and adopt any or all of the findings and recommendations from the CPTF Review. The Parties acknowledge that the design may include provision for landscaping, kiosks, furniture, and dining areas located on the Depot Common Area, as long as access consistent with the requirements of this Agreement is maintained. Construction of the Depot Common Area shall commence when the Depot is improved or redeveloped and shall be completed by the date the improvement or redevelopment of the Depot is completed and City issues a Certificate of Occupancy therefor.

1.3 **Hours of Operation.** The Depot Common Area shall be open to the general public for pedestrian access during the normal business operation hours of the Depot (the "Easement Hours"). Notwithstanding the foregoing, portions of the Depot Common Area may be temporarily closed to accommodate the set up and removal of special public and private events staged in the Depot Common Area and to restrict access to such events.

1.4 **Limited Construction.** Neither Owner nor its successors and assigns shall construct any wall, impediment or other structure on any portion of the Pedestrian Easement unless permitted by the design approved pursuant to Section 1.2, or engage in any other act, unless permitted by the design approved pursuant to Section 1.2, which would obstruct the right granted herein to Owners and occupants of the Restricted Property and to the general public of pedestrian access over, across and through the Pedestrian Easement, except as consistent with the Easement Hours.

2. MAINTENANCE

Owner shall at its sole cost and expense repair, replace, restore and maintain the Pedestrian Easement, in an attractive, first-class, high quality condition; keep the Pedestrian Easement clean and free of rubbish, debris, filth, refuse, snow, ice, standing water, graffiti and hazards to persons using the Pedestrian Easement; inspect the Pedestrian Easement on a regular basis in order to detect needed repairs or maintenance; and provide all security necessary and appropriate to protect the health and safety of persons using the Pedestrian Easement. City and Agency shall have no obligation whatsoever to repair, replace, restore or maintain the Depot Common Area.

3. DEFAULT

Should Owner fail to timely perform any of its obligations hereunder and such failure shall continue for thirty (30) days after its receipt of notice from Agency or City (or, if a cure takes longer than thirty (30) days to effect, such longer period as may be required to cure if the cure is commenced within thirty (30) days and thereafter diligently prosecuted to completion) then Agency or City shall, in addition to any other remedy provided at law or in this Agreement, have the right (but not the obligation) to perform Owner's obligations and Owner shall reimburse Agency or City, as the case may be, for the cost incurred by City or Agency in performing Owner's obligations, together with interest on all amounts advanced at the rate of six percent (6%) per annum over the "Federal Reserve Discount Rate" as set by the Federal Reserve Bank from time to time (the "Default Rate"), within ten (10) days after receipt of billing therefor and proof of payment thereof. In the event Owner does not reimburse Agency or City, as the case may be, within such ten (10) days, Agency or City shall have the right to exercise any and all rights it might have at law or in equity to collect the same, including any right of setoff granted by the Reimbursement Agreement. All of the rights and remedies of City or Agency pursuant to this Section shall be subject to the rights of Qualified Mortgagees pursuant to Section 9.11.

4. INJUNCTIVE RELIEF

In the event of any violation or threatened violation of any provision of this Agreement, Agency or City shall have the right, in addition to any other remedies herein or by law provided, to enjoin such violation or threatened violation.

5. NOTICES

All notices, demands, requests, and other communications required or permitted hereunder shall be in writing and shall either be hand delivered or mailed by United States mail, registered or certified with return receipt requested and postage prepaid, addressed as follows:

If to Owner: Gateway Associates, Ltd.
The Boyer Company, L.C.
127 South 500 East
Salt Lake City, Utah 84102
Attention: H. Roger Boyer

If to Agency: Redevelopment Agency of Salt Lake City
Room 418, City & County Building
451 South State Street
Salt Lake City, Utah 84111
Attn: Alice Larkin Steiner

If to City: Salt Lake City Corporation
Room 306, City & County Building
451 South State Street
Salt Lake City, Utah 84111
Attn: Mayor's Office

Notices and demands shall be deemed effective upon receipt if hand delivered, or three (3) days after the date postmarked, if properly mailed. The person and place to which notices are to be given may be changed by Owner, City or Agency by notice to the other Parties pursuant to this Section.

6. ATTORNEYS' FEES

In the event legal proceedings are brought or commenced to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to receive and shall receive from the defaulting party, a reasonable sum as attorneys' fees and costs, to be fixed by the court in the same action.

7. INDEMNIFICATION

To the fullest extent permitted by law, Owner and its agents, representatives, successors and assigns, shall release, indemnify, defend and hold harmless Agency and City, their respective successors and assigns, from and against any and all judgments, claims, expenses, causes of action, damages, and liabilities (including attorneys' and other consultants' reasonable fees and costs) (the "Claims and Actions"), directly or indirectly arising out of the design, construction, use, operation, maintenance, repair, security and any activities whatsoever, including without limitation adopting, posting or enforcing the Rules of Conduct or the compliance with or violation of such Rules, with regard to the Pedestrian Easement or the Depot Common Area and including, without limitation, any Claims or Actions relating to the use or non-use of the Pedestrian Easement or Depot Common Area for activities that would otherwise be protected by the United States Constitution or the Utah State Constitution if such activities were conducted on land owned by the City but which are prohibited by the Rules of Conduct pursuant to Section 1.1; provided, such indemnification shall not extend to or be applied with respect to any Claims or Actions arising out of the negligence of City with respect to the indemnification of City or arising out of the negligence of Agency with respect to the indemnification of Agency, in connection with its

exercise of any cure right granted herein. In accordance with the terms of the Reimbursement Agreement, Agency shall have the right to offset any reimbursements payable to Owner under the Reimbursement Agreement by any amounts expended by Agency or City as a result of the failure of Owner to indemnify Agency or City under this Agreement. The obligation of Owner to indemnify, and Agency's right of offset, shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which may otherwise exist in favor of Agency, its successors and assigns.

8. DAMAGE OR DESTRUCTION

If the Depot Common Area or any portion thereof is damaged or destroyed by fire or other casualty or any other cause whatsoever, Owner shall proceed with due diligence to reconstruct the Depot Common Area and restore all improvements to substantially its condition prior to such damage or destruction in the manner approved pursuant to Section 1.2, as the case may be.

9. MISCELLANEOUS

9.1 *Compliance with Law.* Owner shall not use the Depot Common Area or permit anything to be done on or about the Depot Common Area which will conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may be hereafter enacted or promulgated, nor shall they cause, maintain or permit any nuisance or waste in or about the Depot Common Area.

9.2 *Constructive Notice and Acceptance.* Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Restricted Property is and shall be conclusively deemed to have consented and agreed to be bound by every covenant, condition, and restriction contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person or entity acquired an interest in the Restricted Property.

9.3 *Headings.* The headings used herein are for convenience only and are not intended to be a part of this Agreement or in any way to define, limit or describe the scope and intent of the Sections to which they refer.

9.4 *Effect of Invalidation.* If any provision (by reference or otherwise) of this Agreement is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof.

9.5 **Amendments.** This Agreement may not be modified or rescinded, in whole or in part, except by a writing executed by Owners of all of the fee title interests in and to the Restricted Property, and City and Agency. Any such written amendment shall become valid when recorded with the Salt Lake County Recorder's office against the Restricted Property.

9.6 **Rights of Agency and City.** The Parties acknowledge and agree that Agency and City are deemed a beneficiary of the terms and conditions of this Agreement for and in their own right and for the purpose of protecting the interests of the community and other parties, public or private, in favor of and for whose benefit this Agreement and the covenants herein are deemed to run. This Agreement and the covenants, conditions and the rights of Agency and City set forth in this Agreement shall run in favor of Agency and City regardless of whether Agency or City owns any real property within the Restricted Property or any land or interest therein. Agency or City shall have the right, if this Agreement is breached to exercise all rights and remedies set forth herein and as exist at equity or in law as to which it or any other beneficiaries of this Agreement may be entitled. Each of Agency and City shall have the right, as determined in either Agency or City's discretion, to assign its respective rights under this Agreement, in which case the assignee shall have all rights, benefits and remedies of Agency or City, as the case may be, under this Agreement.

9.7 **Binding Effect.** It is intended and agreed that the covenants set forth herein shall run with the land and that they shall be binding on the Depot Owners, as provided herein, and all future Depot Owners, to the fullest extent permitted by law and equity.

9.8 **Governing Law.** This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Utah.

9.9 **Not a Public Dedication.** Nothing herein contained shall be deemed to be a gift or dedication of any portion of the Restricted Property, including without limitation the Depot Common Area, to the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed. Owner shall be permitted to close the Depot Common Area for such periods as may be required to prevent a public dedication from occurring or prescriptive rights or easements from being created in favor of third persons.

9.10 *Not a Public Forum.* Owner reserves all rights necessary to establish that the Depot Common Area shall not be deemed a public forum as contemplated by the Utah Constitution and/or the United States Constitution.

9.11 *Mortgagee Protection.*

(a) Definitions. As used in this Section 9.11 each of the following terms shall have the indicated meaning:

- (i) "Mortgage" means a mortgage or a deed of trust, or other security instrument recorded in the Official Records.
- (ii) "Mortgagee" means the mortgagee under a mortgage, or the beneficiary under a deed of trust or the secured party under any security agreement recorded with respect to the Restricted Property or any portion thereof in the Official Records.
- (iii) "Official Records" means the official records of the Salt Lake County Recorder, State of Utah.
- (iv) "Qualified Mortgagee" means a Mortgagee which has given at least fifteen (15) days written notice of its claimed status to City and Agency, including such Mortgagee's name and address.

(b) Obligations of Mortgagee. Unless and until it enters into possession or acquires title pursuant to foreclosure or any arrangement or proceeding in lieu of foreclosure, any Qualified Mortgagee shall have no obligation to take any action to comply with, and may not be compelled to take any action to comply with, this Agreement.

(c) Notices; Right to Cure. On delivering to Owner any notice, demand or other communication pursuant to the provisions of this Agreement, Agency and City, as the case may be, shall deliver copies of such notice to each Qualified Mortgagee at the latest address provided to Agency and City by such Qualified Mortgagee. Although otherwise effective with respect to Owner, no notice delivered to Owner shall affect any rights or remedies of a Qualified Mortgagee unless a copy of such notice has been delivered to such Qualified Mortgagee in accordance with the immediately preceding sentence. Each Qualified Mortgagee shall have

the right to remedy a default, or cause the same to be remedied within the time allowed to Owner plus, in the case of monetary defaults, an additional thirty (30) days and, in the case of non-monetary defaults, an additional thirty (30) days; provided, however, that if a non-monetary default reasonably requires more than thirty (30) days to cure, each Qualified Mortgagee shall have the right to remedy such default if such Qualified Mortgagee promptly commences such cure and thereafter diligently prosecutes such cure to completion, and the running of all time periods shall be tolled while the Qualified Mortgagee is so performing.

(d) Performance. A Qualified Mortgagee shall have the right to act for and in the place of Owner to the extent permitted by the applicable Mortgage or otherwise agreed to by Owner in writing. Agency and City shall accept performance by or on behalf of a Qualified Mortgagee as if the same had been performed by Owner. A Qualified Mortgagee shall have the right, to the extent Owner agrees in writing, to appear in a legal action or proceeding on behalf of Owner in connection with the Restricted Property.

(e) Recognition. Within fifteen (15) days of a written request therefor together with evidence as Agency and City may reasonably require that a proposed Qualified Mortgagee in fact meets the requirements of a Qualified Mortgagee as set forth in this Agreement, Agency and City agree to execute, acknowledge and deliver to each Qualified Mortgagee an instrument stating that the Qualified Mortgagee is a "Qualified Mortgagee" entitled to the benefits of this Section. The fifteen (15) day period set forth in the prior sentence shall be tolled for such time as may elapse after City and Agency requests from the person claiming the benefits of this Section additional information regarding its purported status until City or Agency receives such information. If no additional information is requested within such fifteen (15) day period or, if additional information is supplied in response to a request and neither City nor Agency further responds within fifteen (15) days after receiving additional information, the proposed Qualified Mortgagee shall be deemed to be a Qualified Mortgagee. Neither Agency nor City shall be obligated to make any other statement or agreement for the benefit of the Qualified Mortgagee.

9.12 *Successor Owners.* After Owner conveys fee title to any portion of the Restricted Property, the grantee shall assume all of the obligations of Owner arising after the date of such conveyance. Such grantee of the Restricted Property shall constitute an "Owner" for all purposes under this Agreement. If an Owner has disposed of fee title to all of the Restricted Property, such Owner shall be released of all further obligations under

this Agreement arising after the date of such conveyance. If more than one person holds fee title to the Restricted Property (i.e., there is more than one "Owner"), such Owners shall be jointly and severally obligated to perform the obligations of Owner under this Agreement. Owner may delegate the obligations of Owner under this Agreement to a third person, including a manager, but such delegation shall not relieve Owner of such obligations.

9.13 Assessment Lien.

(a) **Assessment Lien Procedure.** In the event any sum of money shall be payable by Owner pursuant to Section 3 of this Agreement to Agency or City (a "Monetary Obligation"), and such Monetary Obligation is not paid when due and after expiration of any applicable grace period set forth in Section 3, as extended for any Mortgagee pursuant to the provisions of Section 9.11, then Agency or City, as the case may be, shall have the right to record, in the Official Records with respect to the Restricted Property, an assessment lien (the "Assessment Lien") which shall set forth the then delinquent amount of the Monetary Obligation, together with interest at the Default Rate. Upon recordation of such Assessment Lien, the delinquent Monetary Obligation, together with interest at the Default Rate, shall constitute a lien upon the Restricted Property. In the event the Assessment Lien has been recorded, City or Agency, as the case may be, may enforce payment of the amount due pursuant to the Assessment Lien, or enforce the Assessment Lien against the Restricted Property or Owner of the Retail Parcel by taking either or both of the following actions, concurrently or separately:

- (1) Bringing an action at law against Owner of the Restricted Property.
- (2) Foreclosing the Assessment Lien against the Restricted Property in accordance with the then prevailing applicable law relating to the foreclosure of mortgages (including the right to recover any deficiency); or
- (3) Pursuing any other remedy against Owner as may be available at law or in equity.

(b) **Priority of Assessment Lien.** The Assessment Lien shall be superior to any and all other charges, liens or encumbrances which hereafter in any manner may arise or be imposed upon the Restricted Property; provided, however, that such Assessment Lien shall be subject and subordinate to:

(1) Liens for taxes and other public charges which by applicable law are expressly made superior;

(2) The lien of any Mortgage recorded prior to the date of recordation of the Assessment Lien; and

(3) The rights of any and all tenants occupying any portion of the Parcel under written leases except tenants which control, are controlled by or are under common control with an Owner.

(c) Contest. Any provision contained in this Agreement to the contrary notwithstanding, any Owner of a fee interest in any portion of the Restricted Property shall have the right to contest, in a court of competent jurisdiction, the recordation or enforcement of any Assessment Lien against the Restricted Property on the basis that the recordation or enforcement of such Assessment Lien or the amounts claimed to be delinquent therein is or are incorrect or improper under the provisions of this Agreement. The prevailing party in such action shall be entitled to recover from the other party or parties its reasonable attorneys' fees incurred in connection with such action.

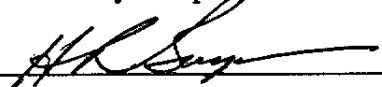
(d) Cure. Upon the curing of any default for which an Assessment Lien was recorded, the person recording such Assessment Lien shall record an appropriate release of such Assessment Lien.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

GATEWAY ASSOCIATES, LTD.,
a Utah limited partnership
by its general partner

BOYER GATEWAY, L.C., a Utah limited liability company, by its manager:

THE BOYER COMPANY, L.C., a Utah limited liability company

By 

Its: Manager

REDEVELOPMENT AGENCY OF SALT LAKE CITY

By *Deedee Corradini*
Deedee Corradini
Its Chief Administrative Officer

By *Alice Larkin Steiner*
Alice Larkin Steiner
Its Executive Director

Approved as to legal form:

Jones, Waldo, Holbrook & McDonough

By *R. Boyer*

RECORDED
JAN 05 2000
CITY RECORDER

SALT LAKE CITY CORPORATION
By *Deedee Corradini*
Deedee Corradini
Mayor

Attest and Countersign:

Christina Meek
Christina Meek
Chief Deputy City Recorder



Approved as to form by *Chris Bohall*

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

On the 23rd day of December, 1999, personally appeared before me Deedee Corradini and Alice Larkin Steiner, who being by me duly sworn did say they are the Chief Administrative Officer and Executive Director of The Redevelopment Agency of Salt Lake City, and that the within and foregoing instrument was signed on behalf of said Agency.

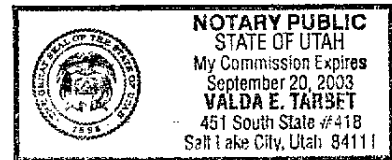
Valda E. Target

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

9/20/03



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

On the 22 day of December, 1999, personally appeared before me H. Roger Boyer, the signer of the foregoing instrument, who being by me duly sworn did say he is the manager of The Boyer Company, L.C., which is the manager of Boyer Gateway, L.C., which is the general partner of Gateway Associates, Ltd., and that the within and foregoing instrument was signed on behalf of said entities.

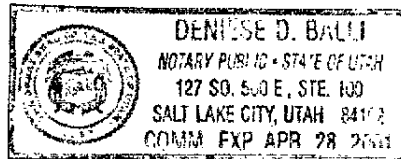
Denise D. Balli

NOTARY PUBLIC

Residing at: Salt Lake Clinic

My Commission Expires:

4-28-01



STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 23rd day of December, 1999, personally appeared before me Deedee Corradini, who being by me duly sworn did say she is the Mayor of the City of Salt Lake City, and that the within and foregoing instrument was signed on behalf of said Salt Lake City Corporation.

Valda E. Tabet

NOTARY PUBLIC

Residing at: _____

My Commission Expires:

9/20/03

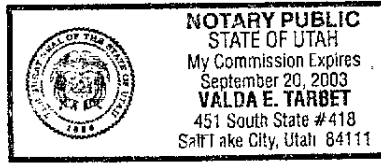


Exhibit A

Legal Description of Restricted Property

FARCEL 1:

A tract of land situate in Lot 8, Block 80, and Lot 1 of Block 83, Plat "A" of the Salt Lake City Survey, together with portions of vacated South Temple Street and 400 West Street, all in Salt Lake City, Salt Lake County, Utah, more particularly described as follows:

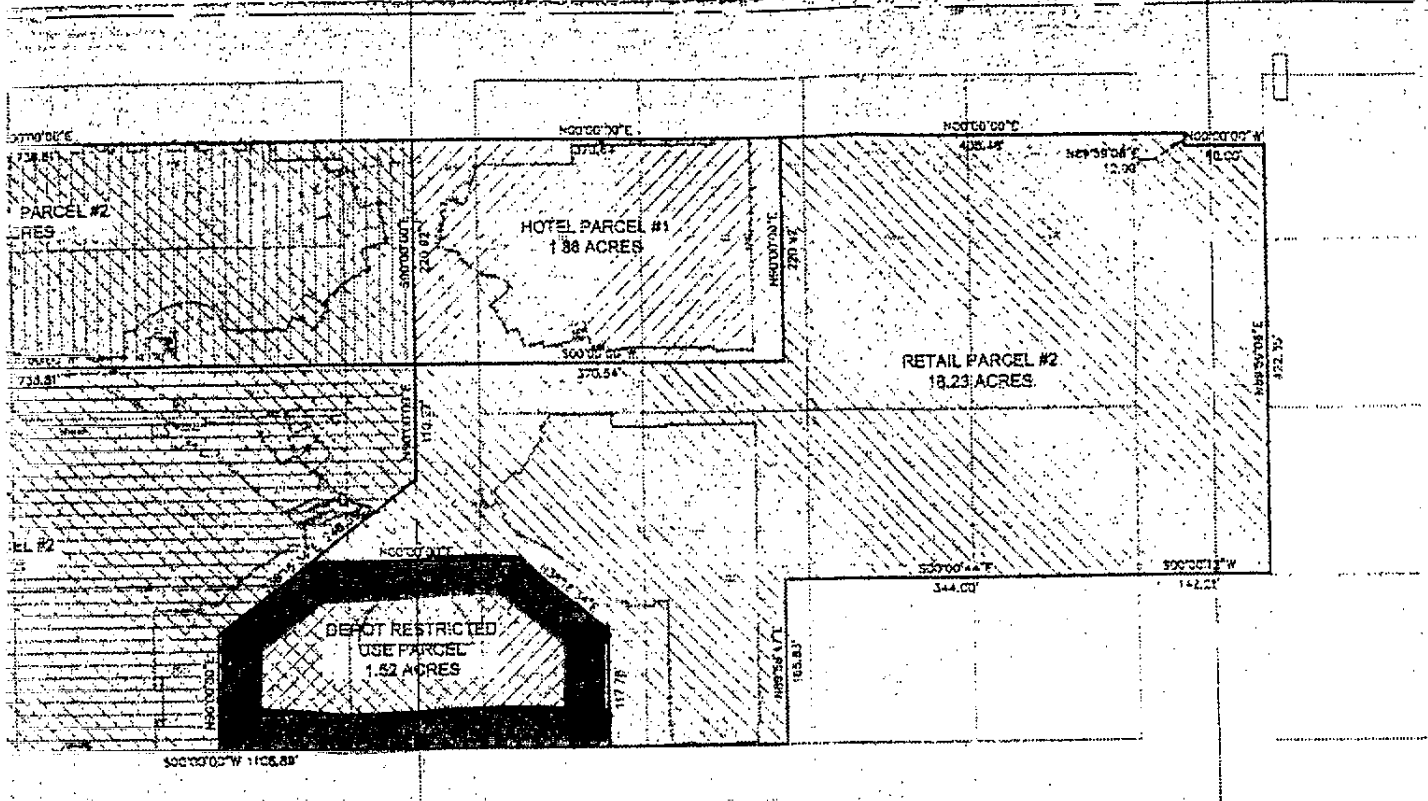
BEGINNING AT A POINT SOUTH, 128.20 FEET AND EAST 0.43 FEET FROM THE NORTHEAST CORNER OF BLOCK 80, PLAT "A", SALT LAKE CITY SURVEY; THENCE N90°00'00"W, 115.08 FEET; THENCE N38°16'34"W, 117.35 FEET; THENCE N00°00'00"E, 206.06 FEET; THENCE N38°16'34"E, 112.99 FEET; THENCE S90°00'00"E, 117.78 FEET; THENCE S00°00'00"W, 386.88 FEET TO THE POINT OF BEGINNING, CONTAINING 1.52 ACRES. (66,190 SQ. FT.)

EXCEPTING therefrom the minerals and mineral rights conveyed to UNION PACIFIC LAND RESOURCES CORPORATION in that certain Mineral Deed dated as of April 1, 1971, the existence of which Mineral Deed and mineral rights is disclosed by that certain Donative Quitclaim Deed recorded July 25, 1991 as Entry No. 5101661, in Book 6339 at Pages 2004-2007, inclusive, of the Official Records of the Salt Lake County Recorder.

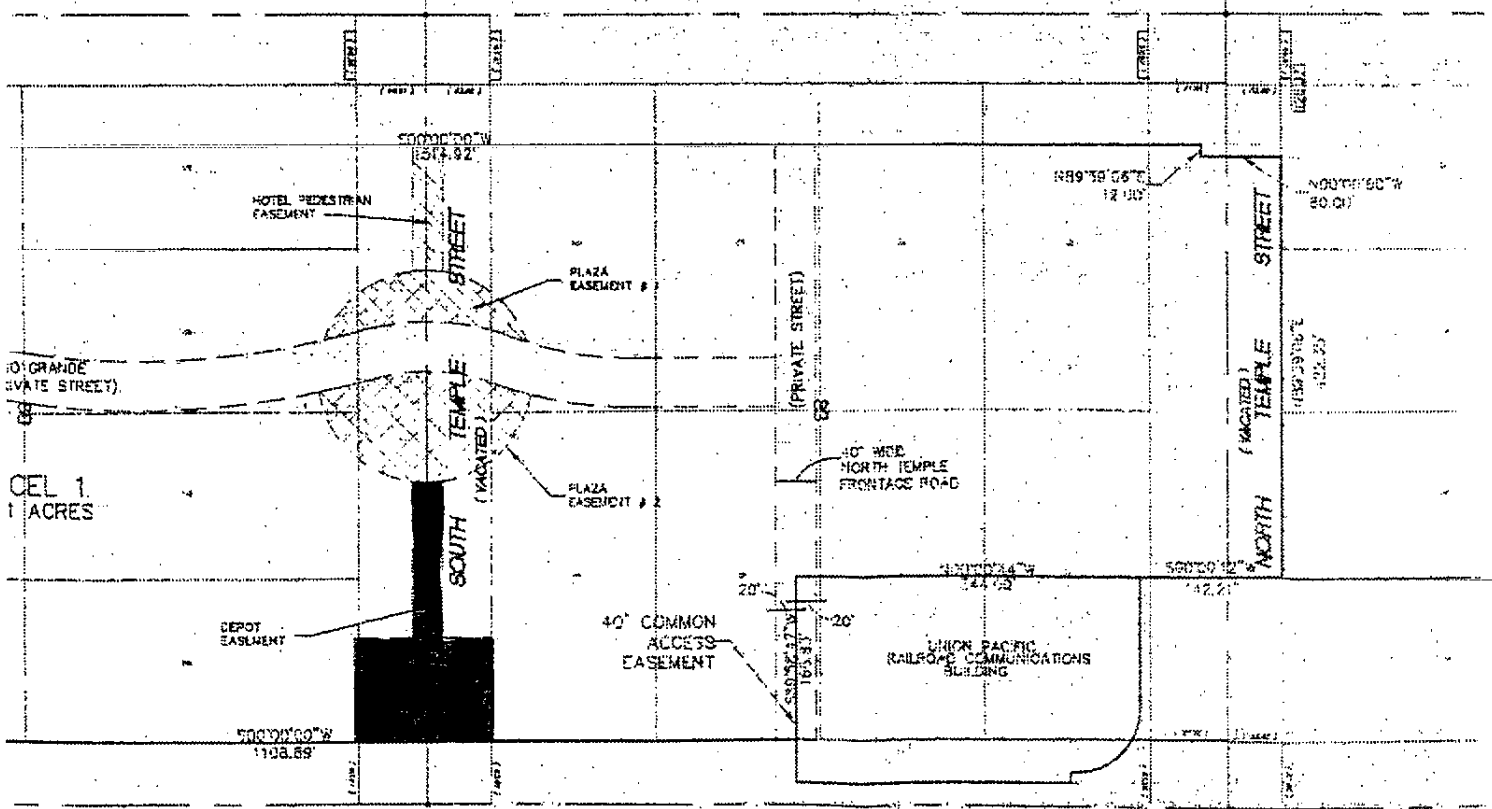
BK8336PG1298

IT "B"

HIGHLIGHTED AREA-POOR COPY
CO RECORDER



STREET
WEST STREET
500 WEST STREET
500



WEST STREET
400 WEST STREET
400

BK 8336 PG 1300

Exhibit C

Legal Description – Pedestrian Easement

Depot Easement:

BEGINNING AT A POINT 4.23 FEET SOUTH AND 0.43 FEET EAST OF THE NORTHEAST CORNER OF LOT 8, BLOCK 80, PLAT "A", SALT LAKE CITY SURVEY; THENCE S90°00'00"W, 105.74 FEET; THENCE N0°00'00"E, 56.63 FEET; THENCE N89°51'40"W, 155.72 FEET TO THE EAST LINE OF PLAZA EASEMENT #2; THENCE WITH SAID LINE, ALONG A NON-TANGENT CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS 106.55 FEET; THROUGH A CENTRAL ANGLE OF 16°11'22" A DISTANCE OF 30.11 FEET; SAID CURVE HAVING A CHORD N0°56'17"W, 30.00 FEET; THENCE S89°51'40"E, 156.21 FEET; THENCE N0°00'00"E, 50.08 FEET; THENCE S90°00'00"E, 105.74 FEET; THENCE S0°00'00"E, 136.71 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.44 ACRES. (19,114 SQ. FT.)