

9052100
05/03/2004 02:31 PM 37.00
Book - 8982 Pg - 6733-6744
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
PARR WADDUPS BROWN GEE &
185 S STATE #1300 LOVELESS
SLC UT 84111-1536
BY: SBM, DEPUTY - WI 12 P.

WHEN RECORDED, PLEASE MAIL TO:

McDonald's Corporation
One McDonald's Plaza
Oak Brook, Illinois 60523
Attention: Director, U.S. Legal Department
L/C: 043-0136

Space above for Recorder's use

**TERMINATION OF SEWER EASEMENT
AND GRANT OF WATER LINE EASEMENT**

THIS TERMINATION OF SEWER EASEMENT AND GRANT OF WATER LINE EASEMENT (this "Agreement") is made and entered into this 30th day of April, 2008⁴, by and between **PLATINUM CAR CARE, LLC** ("Platinum"), whose address for the purposes hereof is 4264 East Wildcreek Circle, Sandy, Utah 84092, **JTR Paxton 90-13, L.C.**, a Utah limited liability company ("JTR 90-13") whose address for the purposes hereof is 1165 East Wilmington Avenue, Suite 275, Salt Lake City, Utah 84106 and **McDONALD'S CORPORATION**, a Delaware corporation ("McDonald's"), whose address is One McDonald's Plaza, Oak Brook, Illinois 60523, Attention: Director, U.S. Legal Department L/C:043-0136.

RECITALS

- A. JTR Paxton 90-13 is the owner and McDonald's is the tenant of a parcel of property located in Salt Lake County, State of Utah, the legal description of which is set forth on Exhibit "A" attached hereto (the "McDonald's Tract").
- B. Platinum owns a parcel of property located in Salt Lake County, State of Utah, the legal description of which is set forth on Exhibit "B" attached hereto (the "Platinum Tract").
- C. As set forth in that certain Memorandum of Lease, dated May 14, 1996 (the "Memorandum"), among JTR 90-13, as Landlord, McDonald's, as Tenant, and JTR Ninety-Thirteen, L.C. ("Ninety-Thirteen"), as Third Party Grantor, recorded in the office of the Salt Lake County Recorder on May 28, 1996 as Entry No. 6367284 in Book 7408 at Page 0583, and as more specifically set forth in Section 8 of that certain Lease Addendum, dated September 12, 1995 (the "Addendum") attached to the Memorandum, as amended by that certain Amendment to Easement dated September 28, 2001 (the "Amendment"), recorded in the office of the Salt Lake County Recorder on October 22, 2001, as Entry No. 8036759 in Book 8514, at Page No. 2155, Ninety-Thirteen and JTR 90-13 conveyed to McDonald's a temporary easement fifteen (15) feet in width (reduced to ten (10) feet pursuant to the Amendment) for the installation, maintenance and repair of a sanitary sewer line over the Platinum Tract and other real property, the legal description of which is set forth on Exhibit "C" attached hereto (the "Sewer Easement Tract").

D. The Sewer Easement Tract, at least in part, traverses the Platinum Tract. Because McDonald's did not utilize the Sewer Easement Tract in connection with the construction of the facilities located on the McDonald's Tract, the parties desire to terminate the right-of-way and easement over and across the Sewer Easement Tract.

E. Contemporaneously with the termination of the Sewer Easement Tract, JTR 90-13 and McDonald's desire to obtain from Platinum, and Platinum desires to grant to JTR 90-13 and McDonald's a right-of-way and easement for the installation, maintenance and repair of a water line over and across a strip of land, the legal description of which is set forth on Exhibit "D" attached hereto (the "Water Line Tract") and a pictorial depiction of which is set forth on Exhibit "E." The Water Easement Tract traverses the Platinum Tract.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. Termination of Sewer Easement. As of the date of this Agreement, all of JTR 90-13 and McDonald's right, title, and interest in and to the Sewer Easement Tract (as described in both the Addendum and Amendment) and any right-of-way for ingress, egress, and the installation, maintenance and repair of utilities, including, without limitation, a sewer line, over and across the Sewer Easement Tract (as described in both the Addendum and Amendment), in so far as such tract traverses or otherwise encumbers the Platinum Tract, are terminated in their entirety and shall be of no further force or effect.

2. Grant of Replacement Easement—Culinary Water Line. For the benefit of the McDonald's Tract (and no other real property), Platinum hereby grants, conveys, creates and establishes the following easement under, through, and across the Water Line Tract: a non-exclusive perpetual right-of-way and easement for the laying, construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, and replacement of an underground water line/pipe and related underground facilities (the "Water Line Facilities"). All costs associated with the foregoing installation, operation, maintenance, and repair of the Water Line Facilities shall be at the sole cost and expense of McDonald's and/or JTR 90-13.

3. Exercise of Right-of-Way and Easement—Required Maintenance. On completion of any excavation or construction activities on the Water Line Tract by McDonald's and/or JTR 90-13, McDonald's and/or JTR 90-13 shall immediately, at its or their sole cost and expense, restore any portion of the Water Line Tract to the same condition as existed prior to the commencement of such excavation or construction activities, using the same type and quality of materials previously used. McDonald's and/or JTR 90-13 shall at all times properly maintain the Water Line Facilities such that no leak or other failure of such Water Line Facilities shall result in avoidable damage to the Platinum Tract. If McDonald's and/or JTR 90-13 fail to comply with the provisions of the preceding sentence, the owner of the Platinum Tract may (but is not obligated to), after giving twenty (20) days' advance written notice to McDonald's and JTR 90-13 (except in the case of an emergency, whereupon only 24 hours advance notice shall be required), perform or cause to be performed such work as is

necessary to repair or restore the Water Line Facilities and/or the Water Line Tract, in accordance with the foregoing provisions of this Section 3. In such event, all sums reasonably expended and all costs and expenses reasonably incurred by the owner of the Platinum Tract in connection with such work shall bear interest from the date expended or incurred (as the case may be) at the rate of eighteen percent (18%) per annum until paid or otherwise satisfied in full, and shall be paid promptly to the owner of the Platinum Tract on written demand.

4. Duration. The right-of-way and easement set forth herein shall be perpetual; provided, however, in the event, by approval of all parties hereunder, that the Water Line Facilities are removed from the Water Line Tract or the use thereof is terminated on a permanent basis, then the right-of-way and easement set forth herein shall automatically terminate and be of no further force or effect.

5. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of the McDonald's Tract or the Platinum Tract for the general public or for any public purpose whatsoever, it being the intention of the undersigned that this Agreement be strictly limited to the purposes expressed in this Agreement.

6. Appurtenances to Tracts; Covenants Run With Land.

a. Appurtenances to Tracts. The right-of-way, easement, and restrictions granted or created hereby are appurtenances to the McDonald's Tract and such right-of-way, easement, or restrictions may not be transferred, assigned, or encumbered except as an appurtenance to such McDonald's Tract. For the purposes of such right-of-way, easement, and restrictions, the McDonald's Tract shall constitute the dominant estate and the Water Line Tract shall constitute the servient estate.

b. Covenants Run With Land. The right-of-way, easement, and restrictions contained in this Agreement (whether affirmative or negative in nature): (i) shall create equitable servitudes upon the Water Line Tract in favor of the McDonald's Tract; (ii) shall constitute covenants running with the land; (iii) shall bind every person having any fee, leasehold, or other interest in any portion of the tracts at any time or from time to time to the extent that such portion is affected or bound by the right-of-way, easement, or restriction in question, or to the extent that such right-of-way, easement, or restriction is to be performed on such portion; and (iv) shall inure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

7. Titles and Captions. Paragraph titles or captions to this Agreement are for convenience only and shall not be deemed to be part of this Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or parts of this Agreement.

8. Pronouns and Plurals. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine, or neuter forms and the singular form of nouns, pronouns, and verbs shall include the plural and vice versa. Each of the foregoing genders and plurals is understood to refer to a corporation, partnership, or other legal entity when the context so requires.

9. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Utah.

10. Severability. In the event that any provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect any other provision herein contained. If such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

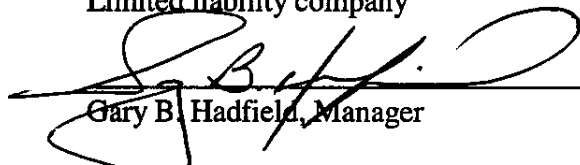
11. Authority. Each of the parties represent to the others that the execution and delivery of, and their respective performance under, this Agreement are within said parties' powers and have been duly authorized by all requisite actions. This Agreement constitutes a binding obligation of the parties. Each individual or entity signing this document on behalf of any party to this Agreement represents that he or she is duly authorized to do so in the capacity indicated.

12. Exhibits. All Exhibits referred to herein and attached hereto are hereby incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

"Platinum"

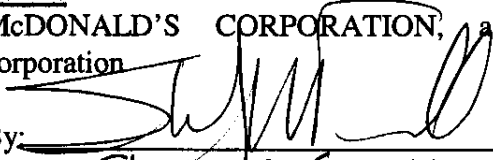
PLATINUM CAR CARE, LLC, a Utah
Limited liability company



Gary B. Hadfield, Manager

"McDonald's"

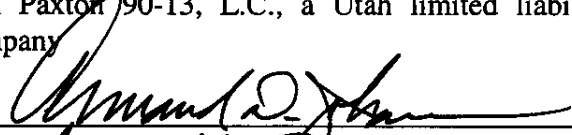
McDONALD'S CORPORATION, a Delaware
corporation

By: 

Name: Shirley A. Farrell
Its: Senior Counsel

"JTR 90-13"

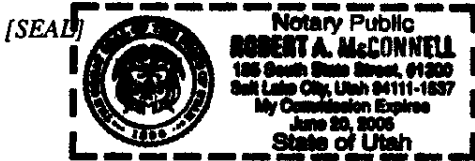
JTR Paxton 90-13, L.C., a Utah limited liability
company

By: 

Name: Armand D. Johnson
Its: Member

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

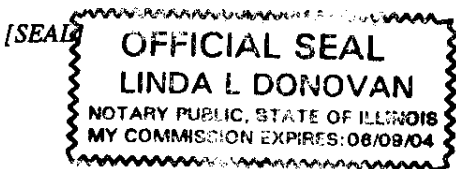
On this 30th day of April, 2007⁴, personally appeared before me Gary B. Hadfield who, being by me duly sworn, did state that he is the Manager of Platinum Car Care, LLC, a Utah limited liability company, and being authorized to do so, he executed the foregoing Termination of Sewer Easement and Grant of Water Line Easement for the purposes therein contained, by signing his name as such officer.



[Signature]
Notary Public

STATE OF ILLINOIS)
 :SS.
COUNTY OF DU PAGE)

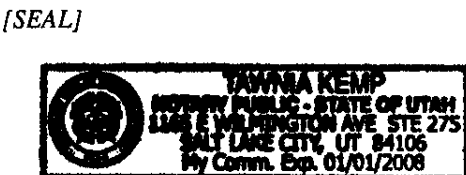
On the 26th day of January, 2007⁴, personally appeared before me Shirley A. Farrell, who being by me duly sworn did say that s/he is the Senior Counsel of McDonald's Corporation, and that the within and foregoing Termination of Sewer Easement and Grant of Water Line Easement was signed on behalf of said corporation, and s/he duly acknowledged to me that the said corporation executed the same.



[Signature]
Notary Public

STATE OF Utah)
 :SS.
COUNTY OF Salt Lake)

On the 27th day of January, 2007⁴, personally appeared before me Armond D. Johansen, who being by me duly sworn did say that s/he is the Member of JTR Paxton 90-13, L.C., and that the within and foregoing Termination of Sewer Easement and Grant of Water Line Easement was signed on behalf of said corporation, and s/he duly acknowledged to me that the said corporation executed the same.



[Signature]
Notary Public

EXHIBIT "A"

to

TERMINATION OF SEWER EASEMENT
AND GRANT OF WATER LINE EASEMENT

Legal Description of McDonald's Tract

Parcel 1:

Beginning on the South line of 9000 South Street at a point that is N 89°58'03" E along the monument line 250.00 feet and S 0°01'25" W 33.00 feet from the County monument at the West Quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian, from which monument the County monument at the Southwest corner of said Section 2 bears S 0°01'25" W (basis of bearing); thence along said South line of 9000 South Street N 89°58'03" E 165.00 feet; thence S 0°01'25" W 250.00 feet; thence S 89°58'03" W 165.00 feet; thence N 0°01'25" E 250.00 feet to the point of beginning. Contains 41,250 square feet or 0.9470 acre.

EXHIBIT "B"

to

TERMINATION OF SEWER EASEMENT
AND GRANT OF WATER LINE EASEMENT

Legal Description of Platinum Tract

Beginning at a point South 00°01'25" West along the section line 176.88 feet from the West quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian and running thence South 89°58'35" East 250.00 feet; thence South 00°01'25" West 105.86 feet; thence North 89°57'48" East 13.30 feet; thence South 00°01'25" West 104.88 feet; thence South 89°55'10" West 263.30 feet to said section line; thence North 00°01'25" East along said section line 211.20 feet to the point of beginning.

Less and excepting the following described parcel of ground:

Questar Gas Company, recorded as Entry No. 4013941 in Book 5605 at page 321.

Beginning 354.65 feet South and 71.41 feet East from the West quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Meridian; thence North 89°55'10" East 10 feet; thence North 0°04'50" West 10 feet; thence South 89°55'10" West 10 feet; thence South 0°04'50" East 10 feet to the point of beginning.

Subject to all easements and rights-of-way described as a part of Entry No. 6367248 in Book 7408 at pages 582-603.

ALSO Subject to the following proposed right-of-way easement:

Beginning at a point on the East right-of-way line of 1300 West Street, said point being South 00°01'25" West along the section line 368.015 feet and South 89°58'35" East 40.00 feet from the West quarter corner of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 89°55'10" East 226.779 feet; thence North 00°01'25" East 61.621 feet; thence North 15°28'07" East 25.080 feet to the Northerly boundary line of the West Jordan Gateway Office Condominium, as recorded with the office of the Salt Lake County Recorder; thence East along said Northerly line 25.940 feet; thence South 15°28'07" West 28.608 feet; thence South 00°01'25" West 108.972 feet; thence North 89°58'35" West 251.778 feet to said East right-of-way line of 1300 West Street; thence North 00°01'25" East along said East right-of-way line 50.328 feet to the point of beginning.

Tax ID No. 27-02-301-002 & 27-02-301-047-27-02-301-054

EXHIBIT "C"

to

TERMINATION OF SEWER EASEMENT
AND GRANT OF WATER LINE EASEMENT

Legal Description of Sewer Easement Tract

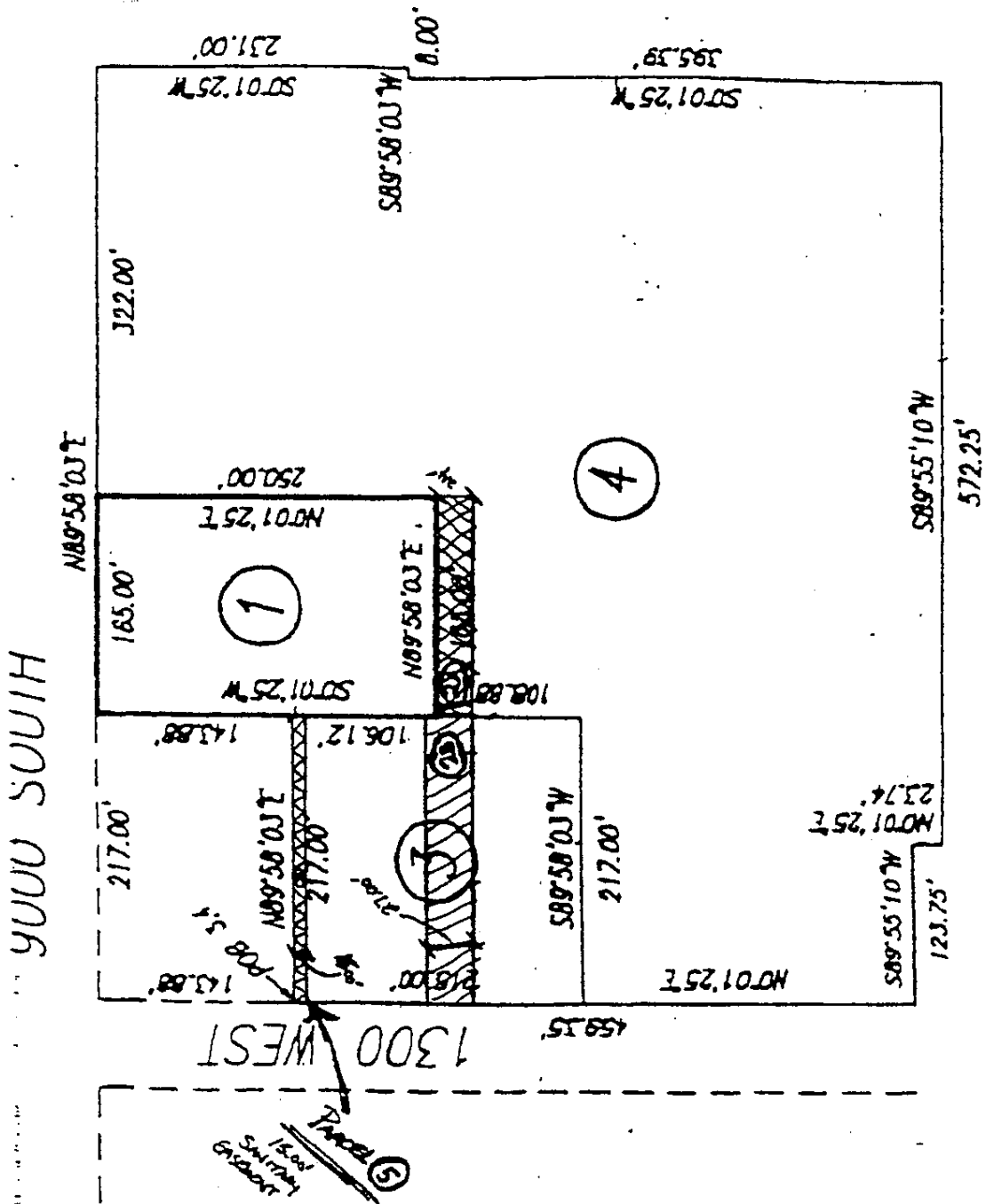
Beginning at a point that is South 0°01'25" West along the Section line 176.88 feet and North 89°58'35" East 33.00 feet from the County monument at the West Quarter corner of Section [2], Township 3 South, Range 1 West, Salt Lake Base and Meridian; thence North 89°58'35" East 217.00 feet; thence South 0°01'25" West 10.00 feet, thence South 89°58'35" West 217.00 feet to the East line of 1300 West Street; thence North 0°01'25" East along said East line 10.00 feet to the point of beginning.

EXHIBIT "C"

to

TERMINATION OF SEWER EASEMENT
AND GRANT OF WATER LINE EASEMENT

Pictorial Depiction of Sewer Easement Tract



- POOR COPY -
CO. RECORDER

EXHIBIT "D"

to

TERMINATION OF SEWER EASEMENT
AND GRANT OF WATER LINE EASEMENT

Legal Description of Water Line Tract

An easement for waterline over a strip of land 10.00 feet wide lying in the Southwest Quarter of Section 2, Township 3 South, Range 1 West, Salt Lake Base and Meridian, lying 5.00 feet on each side of the following described centerline:

Beginning at a point on the North line of West Jordan Gateway Office Condominium Phase I, as recorded in the Office of the Salt Lake County Recorder, which point is 407.38 feet South 00°01'25" West along the Section line and 206.22 feet North 89°35'22" East along an existing waterline to an existing valve and 18.11 feet North 01°22'48" East along an existing waterline from the West Quarter corner of said Section 2, and running thence North 01°22'48" East 34.53 feet along said waterline; thence North 23°24'53" East 73.24 feet along said waterline; thence North 67°10'00" East 3.00 feet along said waterline; thence North 90°00'00" East 23.99 feet along said waterline to the West line of said West Jordan Gateway Office Condominium Phase 1 and the point of ending of said centerline.

Excepting therefrom such portion of the foregoing easement as are not located on the Platinum Tract.

EXHIBIT "E"

to

**TERMINATION OF SEWER EASEMENT
AND GRANT OF WATER LINE EASEMENT**

Pictorial Depiction of Water Line Tract

[See Attached Drawing]

EXHIBIT F

W 1/4 COR.,
SEC. 2, T3S, R1W, SLB&M



9000 SOUTH STREET

CONOCO INC.

MCDONALD'S

1300 WEST STREET

S00°01'25"W 407.38'

CAR WASH PARCEL

N67°10'00"E
3.00'

N23°24'53"E
73.24'

N90°00'00"E
23.99'

N01°22'48"E
34.53'

N89°35'22"E
40.00'

P.O.B.

N89°35'22"E-166.22'

N01°22'48"E
18.11'

P.O.B.

WEST JORDAN GATEWAY OFFICE
CONDOMINIUM PHASE 1

WEST JORDAN GATEWAY OFFICE
CONDOMINIUM PHASE 1

- POOR COPY -
CO. RECORDER



DOMINION
Engineering Associates, L.P.
200 East North Street, Suite 200
Salt Lake City, UT 84102 302-971

WATER EASEMENT EXHIBIT

MCDONALDS 90th SOUTH/13th WEST

DRAWN JWE 02/27/02

APPROVED _____

APPROVED _____