

Parcel Number 16-06-427-038

When Recorded Return to:
Broadway Place Investors, LLC
180 North University Ave, Suite 820
Provo, UT 84601

11193465
6/6/2011 8:44:00 AM \$14.00
Book - 9928 Pg - 9450-9452
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN NCS
BY: eCASH, DEPUTY - EF 3 P.

STORM DRAIN EASEMENT

For the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, EASTSIDE INVESTORS, LLC, a Utah limited liability company ("GRANTOR") hereby grants, conveys, sells, and sets over unto BROADWAY PLACE INVESTORS, LLC, a Utah limited liability company ("GRANTEE"), its successors and assigns, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove and replace storm drain lines, valves, and other associated storm water transmission structures and facilities ("Facilities"), insofar as they lie within the property of the GRANTOR, such right-of-way and easement, being situate in Salt Lake County, State of Utah, over and through a parcel of the GRANTOR'S real property located in Lot 7, Block 38, Official Survey of Plat B, Salt Lake City Survey, such easement being more particularly described as follows:

Beginning at a point on the East Line of said Block 38, said point being also S00°01'25"E 239.83 feet, along the Centerline of 600 East Street, and West 64.00 feet from the found Monument at the Intersection of said 600 East Street with 300 South Street, running thence N45°00'00"W 8.00 feet; thence West 124.73 feet; thence S67°30'00"W 15.77 feet; thence West 4.22 feet to the East Boundary Line of said Broadway Place Apartments Parcel; thence, along said East Boundary Line, S00°01'22"E 5.00 feet; thence East 5.21 feet; thence N67°30'00"E 15.77 feet; thence East 121.66 feet; thence S45°00'00"E 10.93 feet to said East Line of Block 38; thence, along said East Line, N00°01'25"W 7.07 feet to the Point of Beginning.

Contains: 766 SF or 0.02 Acres.

GRANTEE, its officers, employees, representatives, agents, and assigns shall have the right of ingress and egress to enter upon the above described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove and replace the Facilities.

During construction periods, GRANTEE and its agents may use such portions of GRANTOR'S property along and adjacent to the right-of-way as may be reasonably necessary in connection with the construction or repair of the Facilities. The contractor performing the work shall restore all property through which the work traverses, to as near its original condition as is reasonably possible.

GRANTOR shall have the right to use its real property for any reasonable use associated with a multifamily apartment development, provided such use shall not interfere with the Facilities, or any other rights granted to GRANTEE hereunder.

GRANTOR shall not build or construct or permit to be built or constructed over or across the right-of-way, any building, nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of GRANTOR and the successors and assigns of GRANTEE.

IN WITNESS WHEREOF, GRANTOR has executed this right-of-way and easement this 2 day
of June, 2011.

GRANTOR

EASTSIDE INVESTORS, LLC

By: _____

Name: Cameron Gunter

Its: Manager

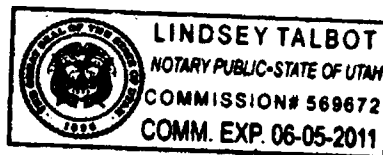
STATE OF UTAH)
 :SS
COUNTY OF Utah)

On the 2 day of June, 2011, Cameron Gunter,
the signers of the above instrument, personally appeared before me and duly acknowledged to me they
executed the same.

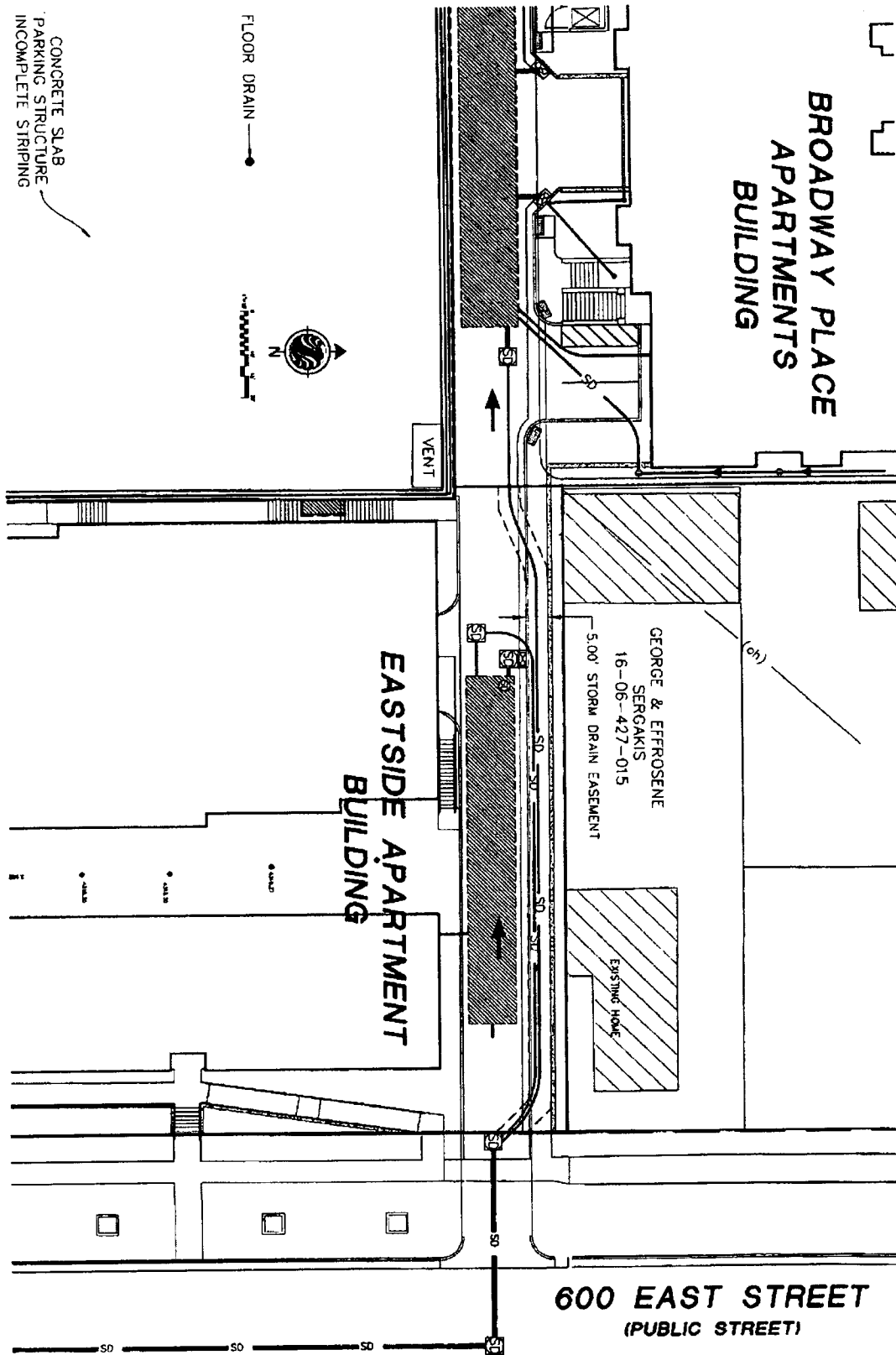
Lindsey Talbot
Notary Public

My Commission Expires: 05-2011

Residing in: Provo, UT

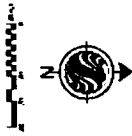


**BROADWAY PLACE
APARTMENTS
BUILDING**



CONCRETE SLAB
PARKING STRUCTURE
INCOMPLETE STRIPING

FLOOR DRAIN



VENT

**EASTSIDE APARTMENT
BUILDING**

GEORGE & EFFROSENE
SERGAKIS
16-06-427-015
5.00' STORM DRAIN EASEMENT

EXISTING HOME

**600 EAST STREET
(PUBLIC STREET)**

