

9087297  
06/11/2004 12:47 PM 18.00  
Book - 8999 Pg - 8564-8567  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
COTTONWOOD TITLE INS AGENCY  
1996 E 6400 S STE.120  
SLC UT 84121  
BY: ZJM, DEPUTY - WI 4 P.

**When Recorded Mail To:**  
Michael W. Sansom  
5200 South Highland Drive, Suite 302  
Salt Lake City, Utah 84117

**CREATION AND DEED OF EASEMENT**

143 E. First Avenue, L.L.C., a Utah limited liability company, located at 3055 East Sundrift Circle, Salt Lake City, Utah 84121, Grantor, hereby CONVEYS AND WARRANTS to Bridger Development Company, a Washington Corporation, located at 555 East 100 South, Salt Lake City, Utah 84102, Grantee, and their successors, grantees, heirs, and assigns, in consideration of \$1.00 and other good and valuable consideration this day paid by Grantee and received by Grantor, an easement ("Easement") of the following description contained in Exhibit "A":

1. **Who May Use The Easement.** The Easement benefits the two parcels of property described in Exhibit "B", (the "Benefited Property (ies)"). The Easement may be used by Grantee, or Grantee's successors, heirs, and assigns, or any persons, parties, or entities with authorization of Grantee.

2. **Uses Of The Easement.** This Easement has been created to accommodate Grantee's desire to enable Grantee's tenants living on one of the parcels described in Exhibit "B", to walk through the Easement to and from a parking area on the other parcel. The persons, parties, or entities authorized by Grantee, or authorized by Grantee's heirs, successors, grantees, assigns, agents, or employees, may use the Easement for foot traffic ingress and egress including, but not limited to, moving personal property, gaining access to parking facilities, gaining access to any property, etc., at all times, and in perpetuity. The Grantor hereby allows, for the duration of this Easement grant, the continued existence of a concrete stairway in the Easement.

3. **Duration Of The Easement.** The Easement and the agreements contained herein shall be deemed covenants running with the land, and will exist in perpetuity unless and until Grantee, sells one of the benefited properties, abandons the Easement, or violates any term of this agreement. At Grantor's request, Grantee agrees to dismantle and remove the concrete stairway in the event that this Easement terminates.

4. **Maintenance Of The Easement.** Grantee agrees to completely maintain, at its sole expense, the above described Easement, and the stairway currently installed in the Easement, such that it is clear, unobstructed, and safely and conveniently accessible to the foot traffic of those herein privileged to use the easement. The foregoing includes, without limitation, the responsibilities of maintaining hand railings, snow removal, ice removal, salting and sanding.

5. **Indemnification, Insurance.** Grantee, its successors, grantees and assigns, hereby agree to indemnify, defend, and hold harmless Grantor, its successors, grantees, and assigns from any and all actual or alleged liabilities, obligations, losses, damages, claims, judgments, suits or expenses of any kind or nature (collectively,



**EXHIBIT "A"**

**EASEMENT DESCRIPTION**

**Beginning at the Northwest corner of Lot 1, Block 2, Plat "I", Salt Lake City Survey, and running thence South 35.0 feet; thence East 3.75 feet; thence North 35 feet; thence West 3.75 feet to the point of beginning.**

**(for reference purposes only and not as a description, the easement is located within the parcel identified as 09-31-379-023)**

**EXHIBIT "B"**

**BENEFITED PROPERTY**

**PARCEL A:**

Commencing at the southeast corner of Lot 2, Block 2, Plat "I", Salt Lake City Survey and running thence West 6 Rods; thence North 10 Rods; thence East 6 Rods; thence South 10 Rods to the place of beginning.

**PARCEL B:**

Together with a right of way over the following; Beginning at the Northeast corner of Lot 8, Block 2, Plat "I", Salt Lake City Survey, and running thence West 16.5 feet; thence South 165 feet; thence east 127.5 feet; thence North 16.5 feet; thence West 111 feet; thence North 148.5 feet to the place of beginning.

Property Address: 141 1<sup>st</sup> Ave, Salt Lake City, Utah 84103  
Tax I.D. 09-31-379-018