

When Recorded, Please Mail To:

Parr Waddoups Brown Gee & Loveless  
 Attn: Robert A. McConnell  
 185 South State Street, Suite 1300  
 Salt Lake City, Utah 84111-1537

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Space above for Recorder's use

**EASEMENT**

**INLAND WESTERN SALT LAKE CITY GATEWAY, L.L.C.**, a Delaware limited liability company ("Grantor"), hereby grants, warrants, conveys and sells to **SALT LAKE COUNTY**, a political subdivision of the State of Utah, whose address is for purposes hereof is 2001 South State Street, Salt Lake City, Utah 84190, its successors and assigns, ("Grantee") for the sum of Ten Dollars (\$10) and other good and valuable consideration, the receipt of which is hereby acknowledged, a perpetual easement (the "Easement") for the construction, installation, inspection, repair, removal, alteration, and replacement of a steel beam and related accessories through and across the area depicted on the diagrams attached hereto as Exhibit "A", which are incorporated herein by this reference (the "Easement Area"), which Easement Area is located within Parking Level P-2 of Parking Unit 1, Gateway Block B Condominium Project (the "Parking Unit") located in Salt Lake County, State of Utah and is more particularly described as follows:

[See Exhibit "B" attached hereto and incorporated herein by reference.]

The Easement is granted with and subject to the following rights, restrictions and limitations:

1. Scope. The Easement includes the right to install, attach inspect, repair, remove and replace a steel beam and related accessories in the Easement Area, in accordance with the grant set forth above. Grantee agrees to provide Grantor, within a reasonable time prior to any proposed installation, removal or replacement, a written notice describing such proposed activity. Grantor shall have the right to review and approve the proposal, but such approval will not be unreasonably withheld, conditioned or delayed. In the event Grantor fails to notify Grantee of its approval or rejection of the proposal by the proposed date of installation, removal or replacement, the proposal shall be deemed approved by Grantor.
2. Installation. Grantee shall have the right to remove or alter all walls or other structures within the Easement Area and to attach the steel beam to the walls or other structures within the Easement Area, provided that such removal, alteration or attachment is preformed such that it shall not negatively affect the structural integrity of the Parking Unit or the Common Elements of the Condominium Project of which the Parking Unit is a part. In addition to the easement, rights, and privileges herein conveyed, Grantee shall have the right to use so much of the surface of the Parking Unit as may be reasonably necessary to install within the Easement Area a steel beam. Installation of the steel beam shall meet all applicable requirements and standards of governmental entities with jurisdiction. Upon installation of the steel beam, but subject to such installation, Grantee, at its sole expense, shall restore all walls

or other structures surrounding the Easement Area that may have been altered during the installation period.

3. Covenants Run with Land. Each right-of-way, easement, covenant and restriction contained herein (whether affirmative or negative in nature) shall (a) create an equitable servitude on the burdened land in favor of Grantee, (b) constitute a covenant running with the land, and (c) be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. The parties specifically and expressly agree that it is their intent that the burdens imposed by this instrument shall constitute a burden upon the affected land as that term is used at law and that all persons hereafter claiming an interest in said land shall be bound by such burdens.
4. Liens and Recordation. To evidence the fact that Grantee has been granted this Easement, Grantor agrees that Grantee may cause this Easement to be filed or recorded among the public records in all necessary places in order that any and all third parties shall be on notice of the Easement. All costs associated with recording this Easement shall be paid by Grantee. Grantor further acknowledges that in connection with Grantee's installation of the steel beam, Grantee is obtaining an easement from the Gateway Block B Condominium Association, Inc. and that such easement shall also be filed or recorded among the necessary public records.
5. Modification. This instrument and any right-of-way, easement, covenant or restriction contained in this instrument may not be terminated, extended, modified, or amended without the consent of Grantor and Grantee or their successors or assigns, and any such termination, extension, modification or amendment shall be effective only on recordation in the official records of Salt Lake County, Utah of a written document effecting the same, executed and acknowledged by Grantor and Grantee or their successors or assigns; provided, however, that no such termination, extension, modification or amendment shall affect the rights of any mortgagee or beneficiary holding a mortgage or deed of trust constituting a lien on the Easement, or any portion thereof, unless such mortgagee or beneficiary consents to the same in writing.
6. Governing Law. This instrument shall be construed in accordance with and governed by the laws of the State of Utah. Whenever possible, each provision of this instrument shall be interpreted in a manner as to be valid under applicable law; but, if any provision of this instrument shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision of the remaining provisions of this Easement.
7. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Easement is brought by any party to this instrument, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees and expenses incurred in such action or proceeding by the prevailing party.

IN WITNESS WHEREOF, Grantor and Grantee have entered into this Easement as of the 8th day of NOVEMBER, 2007.

GRANTEE:

Salt Lake County, a political subdivision of the State of Utah

By: [Signature]  
Name: DOUG WILLMORE  
Its: Chief Administrative Officer

GRANTOR:

Inland Western Salt Lake City Gateway, L.L.C., a Delaware limited liability company

By: Inland Western Retail Real Estate Trust, Inc., a Maryland corporation, its sole member

By: [Signature]  
Name: Ann M. Sharp  
Its: Assistant Secretary

APPROVED AS TO FORM  
Salt Lake County District Attorney's Office  
By: [Signature]  
Deputy District Attorney

Date: 10/23/07

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

The foregoing instrument was acknowledged before me this 8 day of Nov, 2007, by Doug Willmore, the CAO of Salt Lake County, a political subdivision of the State of Utah.

My Commission Expires:

[Signature]  
NOTARY PUBLIC  
Residing at: Salt Lake County

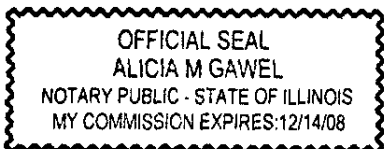


STATE OF ILLINOIS )  
 ) : ss.  
COUNTY OF DUPAGE )

The foregoing instrument was acknowledged before me this 2nd day of October, 2007, by Ann M. Sharp, the Assistant Secretary of Inland Western Retail Real Estate Trust, Inc., a Maryland corporation, which is the sole member of Inland Western Salt Lake City Gateway, L.L.C., a Delaware limited liability company.

My Commission Expires: 12/14/08

[Signature]  
NOTARY PUBLIC  
Residing at: Oak Brook, Illinois



**CONSENT AND ACKNOWLEDGMENT OF  
WELLS FARGO BANK N.A.**

WELLS FARGO BANK N.A., as Trustee for the registered holders of the J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2005-LDP2 ("Wells Fargo"), does hereby acknowledge and consent to the foregoing Easement. Wells Fargo does hereby subordinate the lien of that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of May 18, 2005, by INLAND WESTERN SALT LAKE CITY GATEWAY, L.L.C., a Delaware limited liability company ("Borrower"), to RAND L. COOK, a member of the Utah State Bar ("Trustee"), for the benefit of NOMURA CREDIT & CAPITAL, INC., a Delaware corporation, its successors and assigns, as beneficiary, recorded May 31, 2005 as Entry No. 9390621, in Book 9137, at Pages 7965-8010, of the Official Records of the Salt Lake County Recorder (assigned pursuant to that certain Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated May 16, 2005, executed by NOMURA CREDIT & CAPITAL, INC., a Delaware corporation, as assignor, in favor of WELLS FARGO BANK N.A., as Trustee for the registered holders of the J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2005-LDP2, as assignee, recorded June 2, 2006 as Entry No. 9741441, in Book 9303, at Pages 295-307, of the Official Records of the Salt Lake County Recorder), together with any similar instrument executed, filed and/or recorded in connection therewith (collectively, "Security Instruments"), to this Easement. Such subordination is solely intended to ensure that after any foreclosure of the Security Instruments, the Grantee and its successors and assigns, shall have the right to use the easements granted pursuant to this Easement. Such subordination shall not be construed as a release of the collateral secured by the Security Instruments or a subordination of the Security Instruments as to any other recorded interest in the real property secured thereby.

WELLS FARGO BANK N.A., as Trustee for the registered holders of the J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2005-LDP2,

By: Wachovia Bank, National Association, solely in its capacity as Servicer pursuant to that Pooling and Servicing Agreement, dated as of June 1, 2005

By: [Signature]  
Name: Timothy League  
Title: Vice President

STATE OF NORTH CAROLINA    )  
  ) SS:  
COUNTY OF MECKLENBURG    )

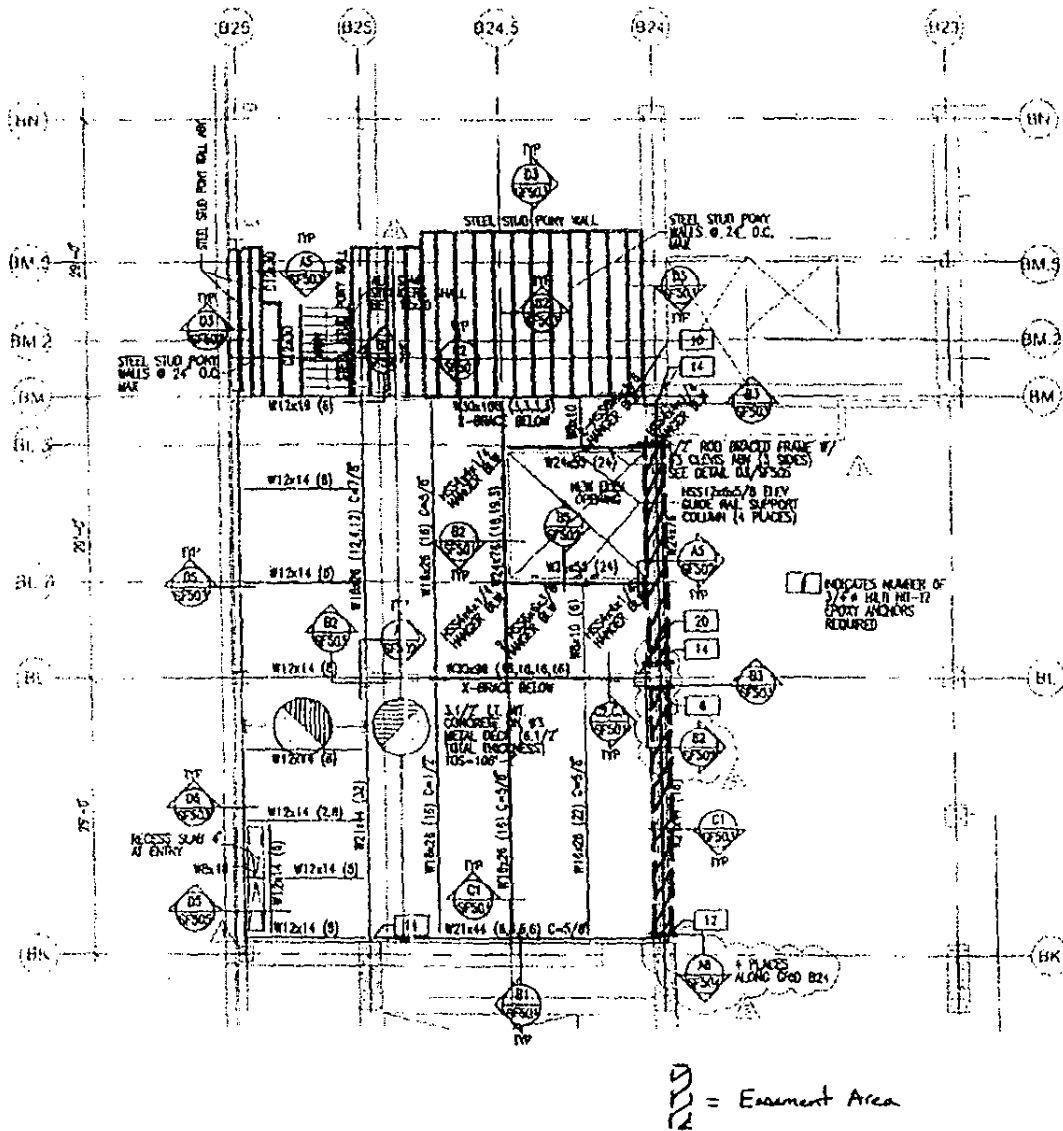
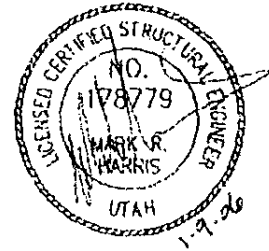
The foregoing instrument was acknowledged before me this 21 day of Sept., 2007, by Timothy League, a Vice Pres. of Wachovia Bank, National Association, and being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained, by signing the name of the company, by himself/herself as such officer.

[Signature]  
Notary Public

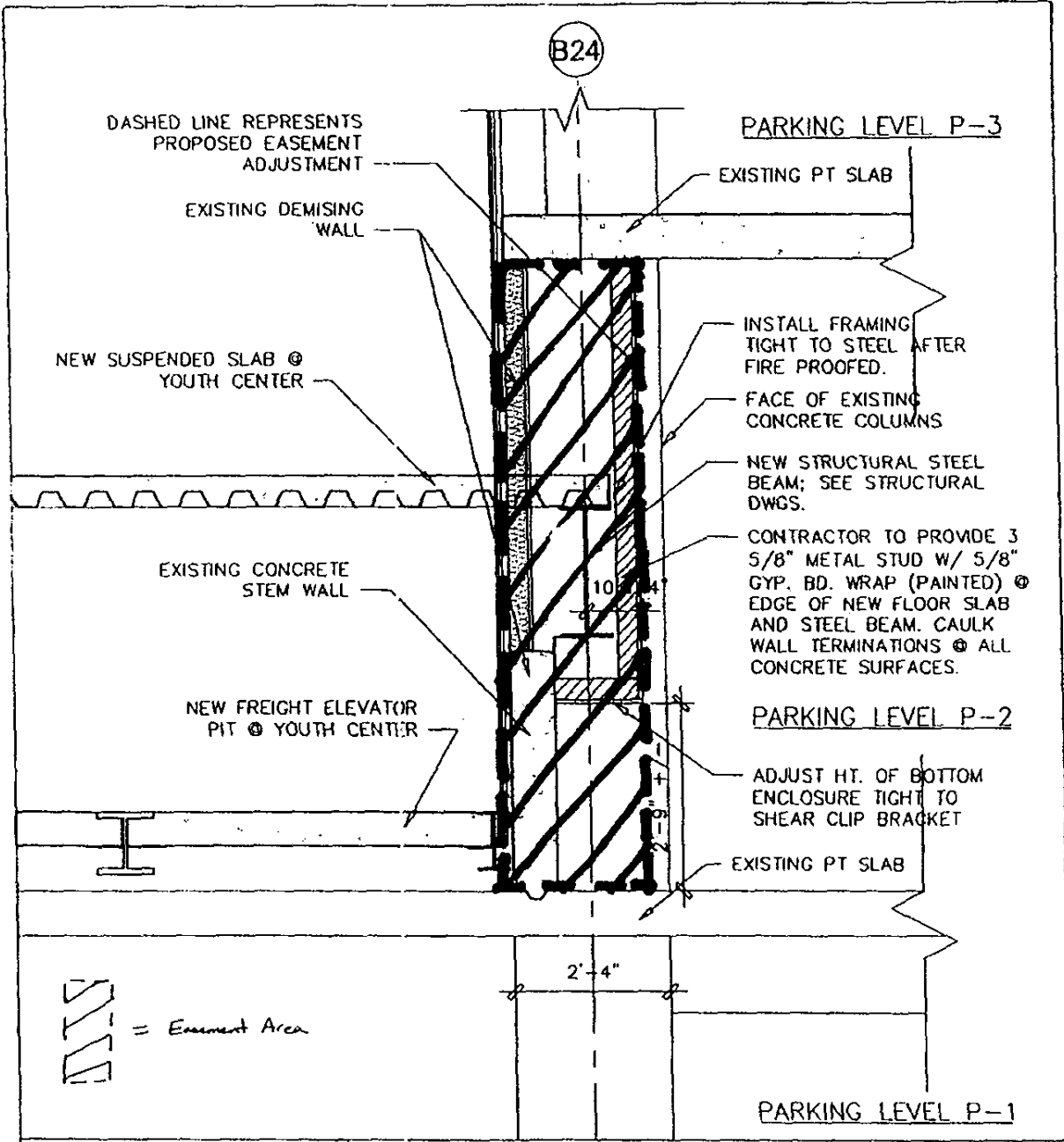


EXHIBIT "A"

[See Attached Depiction of Easement Area]



<b>RE</b> 	THE CHILDRENS MUSEUM OF UTAH - DISCOVERY CENTER GATEWAY CENTER, BLOCK "D" REVISION JANUARY 9, 2006 REFERENCE DRAWING: SF 102	SSDG1
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ARC UTICIS  
 577 South 200 East  
 Salt Lake City, Utah 84111  
 (801) 533-2100 Fax: 533-2001  
 jrcaesign.com

STEEL WRAP @ PARKING LEVEL P-2

PROJECT NAME: CHILDRENS MUSEUM OF UTAH: DC

PROJECT NUMBER: 04040

DATE: 01/09/06

SCALE: 1/2" = 1'-0"

SHEET: SD-30

DWG FULLPATH: L:\04040 - THE DISCOVERY CENTER\DRAWINGS\04 ARCHITECTURAL\03 X-REF  
 \S-0 -EXIST.DWG

EXHIBIT "B"

The " Easement Area" referred to in the foregoing Easement is located within the Parking Unit in Salt Lake City, Salt Lake County, State of Utah, more particularly described as follows:

Gateway Block B, Level 02, Parking Unit 1 as shown on Record of Survey Map recorded in Salt Lake County, Utah, February 26, 2001 as Entry No. 7828970, Sheet 5 of 16.

Tax Parcel No. 15-01-131-001-0000