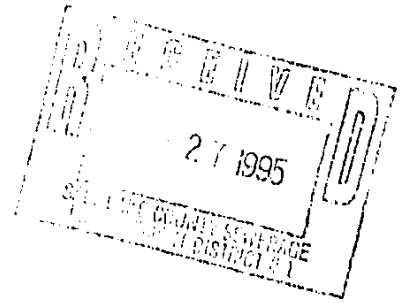


WHEN RECORDED, RETURN TO:

Mr. William E. Kenworthy, Jr.  
Salt Lake County Sewerage  
Improvement District No. 1  
P.O. Box 908  
Draper, Utah 84020



6187783  
10/12/95 09:43 AM\*\*F.O FEE\*\*  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
SL CO SEWERAGE IMP. DIST. #1  
REC BY: B GRAY DEPUTY - WI

6187783

SEWER EASEMENT

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned GRANTOR hereby grants, conveys, sells, and sets over unto the SALT LAKE COUNTY SEWERAGE IMPROVEMENT DISTRICT NO. 1, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to lay, maintain, operate, repair, inspect, protect, install, remove, and replace sewer pipe lines, manholes, laterals, and other sewer collection and transmission structures and facilities, hereinafter called "Facilities," insofar as they lie within the property of the GRANTOR, said right-of-way and easement being situate in Salt Lake County, State of Utah, over and through the GRANTOR'S land lying within each of the four (4) following-described 20-foot wide strips, said strips being more particularly described as follows:

(1) FIRST STRIP:

A 20.00 FOOT WIDE PARCEL OF LAND BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WEST 1,119.54 FEET AND NORTH 00°00'36" EAST 786.12 FEET FROM THE MONUMENT AT THE INTERSECTION OF 10200 SOUTH AND STATE STREET, SAID MONUMENT BEING NORTH 89°53'20" EAST 92.33 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 87°26'49" EAST 260.33 FEET; THENCE EAST 260.25 FEET; THENCE NORTH 82°42'03" EAST 375.55 FEET.

CONTAINS: 0.4114 ACRE, MORE OR LESS.

County Parcel No.: 27-13-476-009

Acreage: 0.4114

8-26-95

8K 7247 PG 0659

(2) SECOND STRIP:

A 20.00 FOOT WIDE PARCEL OF LAND BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WEST 1,119.54 FEET AND NORTH 00°00'36" EAST 182.11 FEET FROM THE MONUMENT AT THE INTERSECTION OF 10200 SOUTH AND STATE STREET, SAID MONUMENT BEING NORTH 89°53'20" EAST 92.33 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 77°31'17" EAST 216.97 FEET.

CONTAINS: 0.0996 ACRE, MORE OR LESS.

County Parcel No.: 27-13-227-006-4001 Acreage: 0.0996

(3) THIRD STRIP:

A 20.00 FOOT WIDE PARCEL OF LAND BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WEST 1,119.54 FEET AND SOUTH 00°00'36" WEST 181.51 FEET FROM THE MONUMENT AT THE INTERSECTION OF 10200 SOUTH AND STATE STREET, SAID MONUMENT BEING NORTH 89°53'20" EAST 92.33 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 89°08'35" EAST 244.27 FEET; THENCE EAST 354.25 FEET; THENCE SOUTH 34°53'18" EAST 286.98 FEET.

CONTAINS: 0.4066 ACRE, MORE OR LESS.

County Parcel No.: 27-13-227-006-4001 Acreage: 0.4066

(4) FOURTH STRIP:

A 20.00 FOOT WIDE PARCEL OF LAND BEING 10.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WEST 521.08 FEET AND SOUTH 185.16 FEET FROM THE MONUMENT AT THE INTERSECTION OF 10200 SOUTH AND STATE STREET, SAID MONUMENT BEING NORTH 89°53'20" EAST 92.33 FEET FROM THE NORTHEAST CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 11°24'29" WEST 324.62 FEET.

CONTAINS: 0.1490 ACRE, MORE OR LESS.

County Parcel No.: 27-13-227-006-4601 Acreage: 0.1490

The grant and conveyance accomplished hereby is made SUBJECT TO existing matters affecting title to the realty included within the strips of land described above.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, so long as such Facilities shall be maintained, with the right of ingress and egress in said GRANTEE, its officers, employees, representatives, agents, and assigns to enter upon the above-described property with such equipment as is necessary to install, maintain, operate, repair, inspect, protect, remove, and replace said Facilities. During construction periods, GRANTEE and its agents may use such portions of GRANTOR'S property along and adjacent to said right-of-way as may be reasonably necessary in connection with the construction or repair of said Facilities. GRANTEE shall cause the contractor performing the work to 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 said premises, provided such use shall not interfere with the Facilities or with the collection and conveyance of sewage through said Facilities, or any other rights granted to the GRANTEE hereunder.

GRANTOR shall not build or construct or permit to be built or constructed over or across said right-of-way, any building or other improvement nor change the contour thereof without the written consent of GRANTEE, which consent shall not be unreasonably withheld. No such consent shall be required if the only improvements installed are ones enabling use of said right-of-way (along with adjacent property) as a vehicular parking lot and/or driveway area, so long as there is no material change in the contour of said right-of-way. This right-of-way and easement grant shall be binding upon and inure to the benefit of the successors and assigns of the GRANTOR and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

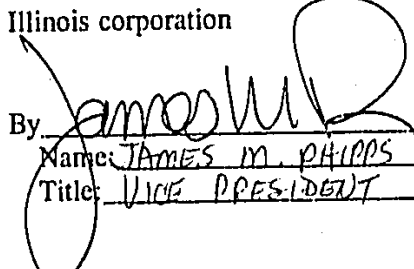
IN WITNESS WHEREOF, the GRANTOR has executed this right-of-way and easement this 22<sup>ND</sup> day of SEPTEMBER, 1995.

<u>County Parcel No.</u>	<u>Acreage</u>
27-13-476-009	0.4114
27-13-227-006-4001	0.0996
27-13-227-006-4001	0.4066
27-13-227-006-4001	0.1490

GRANTOR:

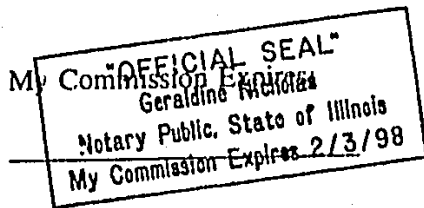
ZML-SOUTH TOWNE MARKETPLACE LIMITED PARTNERSHIP (formerly known as ZML-SOUTH TOWNE VACANT LIMITED PARTNERSHIP), an Illinois Limited Partnership

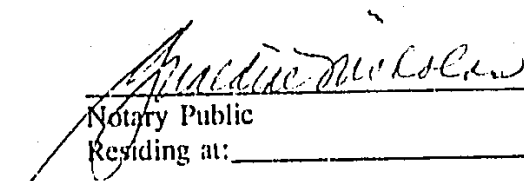
By: Its General Partner, ZML-SOUTH TOWNE MARKETPLACE, INC. (formerly known as ZML-SOUTH TOWNE VACANT, INC.), an Illinois corporation

By:   
Name: JAMES M. PHIPPS  
Title: VICE PRESIDENT

STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF COOK     )

The foregoing instrument was acknowledged before me this 22<sup>ND</sup> day of SEPTEMBER, 1995, by JAMES M. PHIPPS, the VICE PRESIDENT of ZML-SOUTH TOWNE MARKETPLACE, INC. (formerly known as ZML-SOUTH TOWNE VACANT, INC.), an Illinois corporation, in such corporation's capacity as the General Partner in, and on behalf of, ZML-SOUTH TOWNE MARKETPLACE LIMITED PARTNERSHIP (formerly known as ZML-SOUTH TOWNE VACANT LIMITED PARTNERSHIP), an Illinois Limited Partnership.



  
Notary Public  
Residing at: \_\_\_\_\_

BK 7247 PG 0662