

9477118

When Recorded Please return to:
Salt Lake City Public Utilities
Attention: Peggy Garcia
1530 South West Temple
Salt Lake City, Utah 84115

9477118
08/31/2005 09:34 AM \$0.00
Book - 9181 Pg - 6086-6088
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
BY: AMF, DEPUTY - WI 3 P.

County Parcel No. 15-17-100-001

EASEMENT

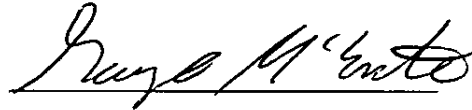
NINIGRET TECHNOLOGY WEST, LC, a limited liability company whose mailing address is 4750 West 2100 South, Suite 150, Salt Lake City, Utah 84120 by **THE NINIGRET GROUP, LC**, a Utah limited liability company, it's managing member, whose mailing address is 4750 West 2100 South, Suite 150, Salt Lake City, Utah 84120, ("Grantor"), hereby conveys to **SALT LAKE CITY CORPORATION**, a municipal corporation of the State of Utah, whose mailing address for purposes of this Easement is 1530 South West Temple, Salt Lake City, Utah 84115, its successors-in-interest and assigns ("City"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and reaffirmed, a perpetual easement and right-of-way for the construction, operation, and continued maintenance, repair, alteration, inspection of the Lee Drain, together with all facilities attendant thereto, including any and all other related equipment and improvements (collectively, the "Facilities"), in, upon, over, under, across and through certain real property situated in Salt Lake County, State of Utah, and more particularly described on Exhibit "A" attached hereto ("Easement Property"), and hereby incorporated herein by this reference, together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto (collectively, the "Easement").

Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree with respect to the Easement as follows:

1. Grantor may construct improvements or landscaping (except for trees and permanent structures or buildings) within the easement as long as such improvements do not interfere with the City's access and use of the Easement.
2. City shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions of any kind and nature which may injure or interfere with the City's use, occupation or enjoyment of this Easement, without liability to Grantor, and without any obligation of restoration or compensation.
3. City shall be entitled to unrestricted 24-hour per day, 365-days per year access to the Easement Property for all purposes related to the ownership, operation, maintenance, alteration, repair, inspection and replacement of the Facilities.
4. This Easement shall be liberally construed in the favor of the City.
5. Grantor agrees to indemnify, hold harmless and defend City, its agents and employees, from all claims, mechanics liens, demands, damages, actions, costs and charges for personal injury and property damage, and any other liabilities, including attorney's fees, arising out of or by any reason of Grantor's use of the easement or any activities conducted thereon by Grantor, his/her/its agents, employees, invitees or trespassers.

WITNESS the hand of the Grantor this _____ day of _____, 2005.

NINIGRET TECHNOLOGY WEST, L.C., a
limited liability company
By: THE NINGRET GROUP, L.C., A Utah
limited liability company



By: GARY O. MCENTEE
Its: MANAGING MEMBER

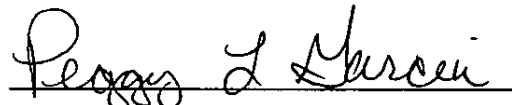
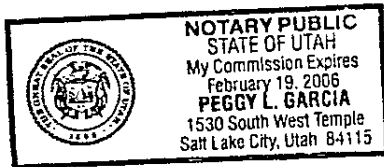
ACKNOWLEDGMENT

STATE OF UTAH)

:ss

County of Salt Lake)

On the 23rd day of June, 2005, personally appeared before me Gary O. McEntee, who being by me duly sworn, did say that he executed the foregoing instrument as the manager of The Ninigret Group, L.C., a Utah limited liability company, managing member of Ninigret Technology WEST, L.C., a limited liability company respectively, and that the statements contained therein are true.



NOTARY PUBLIC, residing in Salt Lake
County, Utah

"EXHIBIT "A"

Lee Drain Widening Easement

A portion of the North Half of Section 18, Township 1 South, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows:

BEGINNING at a point on the northeasterly boundary line of that certain Utah Power and Light parcel described in Book 2276 at page 495 as recorded in the Office of the Salt Lake County Recorder, which is 798.06 feet North $89^{\circ}58'00''$ West along the section line and 661.18 feet South $00^{\circ}02'00''$ West from the Salt Lake County Survey monument found marking the North Quarter corner of said Section 8 (basis of bearings is North $89^{\circ}58'00''$ West 2637.65 feet measured between the North Quarter corner and the Northwest corner of said Section 8), and running thence South $89^{\circ}58'00''$ East 41.85 feet; thence South $51^{\circ}10'09''$ East 89.98 feet; thence South $26^{\circ}29'48''$ East 439.96 feet; thence South $64^{\circ}24'24''$ East 809.28 feet; thence South $39^{\circ}25'31''$ East 182.58 feet to said Utah Power and Light parcel; thence running along said parcel the following two courses 1) North $64^{\circ}24'24''$ West 997.83 feet; 2) North $26^{\circ}29'48''$ West 569.60 feet to the point of beginning.

Contains 2.496 acres.