

9528813  
10/20/2005 01:47 PM \$0.00  
Book - 9205 Pg - 7986-7988  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
SALT LAKE CITY PUBLIC UTILITIES  
BY: ALB. DISPUTY - WI 3 P.

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

Space above for County Recorders Use

Salt Lake County Parcel ID No. 15-01-129-025

**EASEMENT**

West Side Property Associates L.P., ("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 and replacement of a existing 8" sewer main, 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:

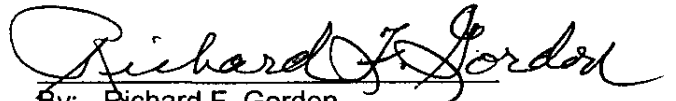
1. Grantor may construct a drivable surface only within the easement. No improvements that interfere with the City's access and use of the Easement are allowed.
2. City shall have the right to cut and remove timber, trees, brush, overhanging branches, landscaping and improvements or other obstructions 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. Additional access to the easement parcel is granted over, across and through the drivable surface area of the now existing parcel of land owned by Grantor and known as parcel 15-01-129-025.
4. This Easement shall be liberally construed in the favor of the City.
5. City and Grantor agree that in the event that West Side Property Associates, its successors-in-interest and/or assigns, acquires ownership to the adjacent property, which is known as the *Utah Paper Box Property*, located on Grantor's North boundary line, within 6 years of the date of this easement, and a utility vacation request is made to City in writing and City determines that the sewer line can be vacated and will no longer be used for public purposes, the easement will be re-conveyed by the City to the current property owner, at no cost to Grantor.

6. 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 20 day of October, 2005.

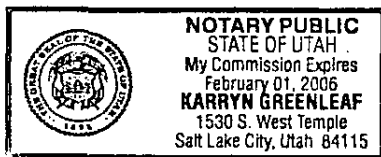
West Side Property Associates,  
a Limited Partnership by its General Partner

National Property Management  
a Limited Liability Company

  
By: Richard F. Gordon  
Its: Manager

STATE OF UTAH     )  
                              : ss.  
County of Salt Lake    )

On the 10-20-05, personally appeared before me Richard F. Gordon, who being by me duly sworn, did say that he executed the foregoing instrument as Manager of National Property Management, a Limited Liability Company, who is the general partner of West Side Property Associates, a Utah Limited Partnership and said person acknowledged to me that said company executed the same.



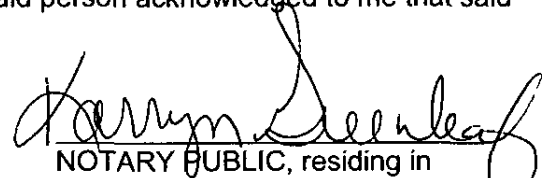
  
NOTARY PUBLIC, residing in  
Salt Lake County, Utah

EXHIBIT A

Easement Description

Beginning at a point South 89°58'33" West 288.82 feet from the Southeast corner of Block 66, Plat "A", Salt Lake City Survey, said point being South 89°58'30" West 351.76 feet and North 00°01'30" West 64.43 feet from the monument located at the intersection of Second South Street and Third West Street,  
thence South 89°58'33" West 20.84 feet along the North right of way line of Second South Street;  
thence North 00°06'18" East 200.05 feet;  
thence North 89°58'27" East 21.32 feet;  
thence South 00°13'40" West 200.05 feet to the point of beginning.

- POOR COPY -  
CO. RECORDER