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GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
1530 S WEST TEMPLE
SLC UT 84115
BY: NEH, DEPUTY - WI 4 P.

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

Space above for County Recorders Use
County Parcel No. 0735426005

EASEMENT

ZIONS SECURITIES CORPORATION, a Utah corporation whose mailing address is 5 Triad Center, Suite 450, Salt Lake City, Utah 84180, ("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 for inspection of the Little Goggin 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").

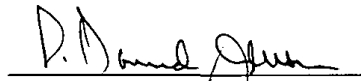
Without limiting the generality of the foregoing, Grantor does hereby covenant, warrant and agree with respect to the Easement as follows:

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 18th day July, 2006.

ZIONS SECURITIES
CORPORATION, a Utah
corporation



By: P. DAVID JENSEN
Its Vice President/COO

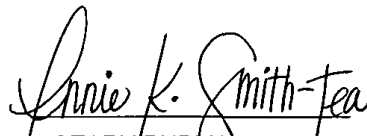
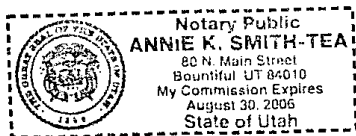
ACKNOWLEDGMENT

STATE OF UTAH)

:SS

County of Salt Lake)

On the 18th day of July, 2006, personally appeared before me P. David Jensen, who being by me duly sworn, did say that he executed the foregoing instrument as vice president of Zions Securities Corporation, a Utah corporation and that the statements contained therein are true.



NOTARY PUBLIC, residing in
Salt Lake County, Utah

EXHIBIT "A"

**Legal Description for
60' Wide Little Goggin Drain Easement**

A 60.00 foot wide permanent, non-exclusive drainage easement located in the East Half of Section 35, Township 1 North, Range 2 West, Salt Lake Base and Meridian, Salt Lake County, Utah, described as follows:

BEGINNING at a point on the south line of Amended Lots 3 and 4 Bonneville Center Plat A, said point being North 00°03'46" East 2,664.96 feet along the west line of the east half of Section 35, Township 1 North, Range 2 West, Salt Lake Base and Meridian to said south line and along said south line South 89°58'15" East 355.57 feet from the South Quarter Corner of said Section 35, and thence continuing along said south line and its extension South 89°58'15" East 973.83 feet to the southwest corner of Lot 2, Bonneville Center Plat A; thence along the southerly line of said Lot 2 the following two courses: South 44°41'05" East 459.77 feet and South 45°30'00" East 487.50 feet to the west right-of-way line of Apollo Road; thence along said west right-of-way line South 00°30'56" East 84.88 feet to a point 60.00 feet perpendicularly distant southerly of said south line of Lot 2; thence parallel to said south line the following two courses: North 45°30'00" West 547.96 feet and North 44°41'05" West 435.17 feet to a point 60.00 feet perpendicularly distant southerly of said south line of Amended Lots 3 and 4; thence parallel to said south line North 89°58'15" West 948.77 feet; thence North 60.00 feet to the POINT OF BEGINNING. Said easement encompasses 115,595 square feet or 2.65 acres, more or less.

