

Please return to:

Salt Lake City Public Utilities
Attn.: Karryn Greenleaf
1530 South West Temple
Salt Lake City, Utah 84115
County Sidwell No. 15-12-354-003-0000

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02/17/2005 02:50 PM \$0.00
Book - 9095 Pg - 7394-7396
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
BY: ZJM, DEPUTY - WI 3 P.

EASEMENT

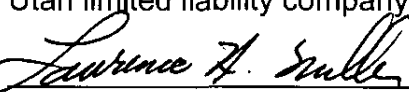
MILLER FAMILY REAL ESTATE, a Utah limited liability company, whose mailing address is 9350 South 150 East, Suite 10000, Sandy, Utah 84070, ("Grantors"), hereby conveys to **SALT LAKE CITY CORPORATION**, a municipal corporation of the State of Utah, whose address is 451 South State Street, Salt Lake City, Utah 84111, its successors-in-interest and assigns ("Grantee"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a 40-foot wide perpetual easement and right-of-way for construction, operation, and continued maintenance, repair, alteration, inspection and replacement of the storm drain main facilities, together with any service lines and all facilities attendant thereto, upon, over, under, across and through certain real property, situated in Salt Lake County, State of Utah, which easement is more particularly described as follows:

Description of 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 and 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. Grantee 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 Grantee's use, occupation or enjoyment of this Easement, without liability to Grantor, and without any obligation of restoration or compensation.
3. Grantee 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 Grantee.

WITNESS the hand of the Grantor this 11th day of February, 2005.

MILLER FAMILY REAL ESTATE, a
Utah limited liability company

By: LAWRENCE H. MILLER
Its: DIRECTOR
Managing Member

ACKNOWLEDGEMENT

STATE OF UTAH)

: ss

County of SALT LAKE)

On the February 11, 2005, personally appeared before me Lawrence H. Miller, who being by me duly sworn, did say that he executed the foregoing instrument as director of Miller Family Real Estate, a Utah corporation, and that the statements contained therein are true.



Marilyn N. Smith
NOTARY PUBLIC, residing in
Salt Lake County

Exhibit "A"

**40 Foot Storm Drain Easement
for
Ford Truckland and Prestige Financial Service
and NBA Practice Facility**

A 40 foot storm drain easement to Salt Lake City, described as follows:

BEGINNING at a point on the Westerly line of 500 West Street, said point being South 00°01'05" East 645.80 feet along the monument line of said 500 West Street and South 89°58'55" West 33.00 feet from the Centerline Monument at the intersection of 500 West Street and 1300 South Street and running thence South 71°56'13" West 249.49 feet; thence West 385.72 feet; thence South 129.63 feet to a point on a 272.31 foot radius non-tangent curve to the left and the South line of the Grantor's land, thence along the arc of said curve and Grantor's South line 41.13 feet through an included angle of 08°39'18" (radius bears North 17°35'09" East); thence North 99.06 feet; thence East 351.08 feet; thence North 242.82 feet to the West line of 500 West Street; thence along the West line of 500 West Street North 00°01'05" West 42.07 feet to the point of beginning.