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10/03/2006 02:10 PM \$0.00
Book - 9360 Pg - 3869-3871
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PUBLIC UTILITIES
1530 S WEST TEMPLE
SLC UT 84115
Space above for County Recorder
2JM
3P

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

Salt Lake County Parcel ID No. 15-16-452-021

EASEMENT

INTERNATIONAL WAY, L.L.C., a Utah limited liability company, 79.10% interest, whose mailing address is 1425 E Harvard Avenue, Salt Lake City, Utah 84105, and 39/42, L.L.C., a Utah limited liability company 20.90% interest by it's managing members, FERRO INVESTMENTS, a Utah limited liability company and Vasilios Priskos, an individual, whose mailing address is 51 East 400 South #210 Salt Lake City, Utah ("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, an easement and right-of-way 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") for access purposes for the construction, operation, and continued maintenance, repair, alteration, inspection and replacement of a City owned drainage ditch known as the CWA #3, together with all facilities attendant thereto, including any and all other related equipment and improvements (collectively, the "Facilities"), situated in Salt Lake County, State of Utah, and more particularly described below, and hereby incorporated herein by this reference;

Lot 2, Pioneer Square Industrial Park Plat "C", according to the official plat thereof, on file and of record in the office of the Salt Lake County Recorder.

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

1. City shall have the right to access across any and all drivable surfaces without liability to Grantor, and without any obligation of restoration or compensation.
2. City shall terminate this easement when approved encroachments located in the PUE, Stormdrain and Roadway Easement, as shown on Lot 2, Pioneer Square Industrial Park Plat "C", as recorded in the Salt Lake County Recorders office, are removed and the drivable access surface is restored and approved by City. This transaction will be at no cost to Grantor, or its successors-in-interest and assigns.
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 27th day of SEPTEMBER, 2006.

INTERNATIONAL WAY L. L. C.,
a Utah limited liability company

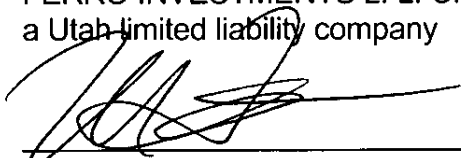

By: MUFFY FERRO
Its: MANAGER

39 / 42 L. L. C.;
a Utah limited liability company

By it's managing members,


By: VASILIOS PRISKOS,
Its: MANAGER

FERRO INVESTMENTS L. L. C.,
a Utah limited liability company


By: MICHAEL A. FERRO
Its: MANAGER

