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Book - 8999 Pg - 8560-8563
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
COTTONWOOD TITLE INS AGENCY
1996 E 6400 S STE.120
SLC UT 84121
BY: ZJM, DEPUTY - WI 4 P.

When Recorded Mail To:
Michael W. Sansom
5200 South Highland Drive, Suite 302
Salt Lake City, Utah 84117

CREATION AND DEED OF EASEMENT

Bridger Development Company, a Washington Corporation, located at 555 East 100 South, Salt Lake City, Utah 84102, Grantor, hereby CONVEYS AND WARRANTS to 143 E. First Avenue, L.L.C., a Utah limited liability company, located at 3055 East Sundrift Circle, Salt Lake City, Utah 84121, Grantee, and their successors, grantees, heirs, and assigns, in consideration of \$1.00 and other good and valuable consideration this day paid by Grantee and received by Grantor, an easement ("Easement") of the following description contained in Exhibit "A":

1. **Who May Use The Easement.** The Easement benefits the parcel of property described in Exhibit "B", (the "Benefited Property"). The Easement may be used by Grantee, or Grantee's successors, heirs, and assigns, or any persons, parties, or entities with authorization of Grantee.

2. **Uses Of The Easement.** This easement has been created to accommodate Grantee's desire to enable Grantee, Grantee's employees, and tenants living in the parcel described in Exhibit "B" to walk and drive through the easement to gain access to Grantee's land north of Grantee's building via Grantor's existing driveway. The persons, parties, or entities authorized by Grantee, or authorized by Grantee's heirs, successors, grantees, assigns, agents, or employees, may use the Easement for foot and vehicle traffic for ingress and egress for all lawful purposes, including but not limited to the installation or removal of improvements, landscaping etc from Grantee's property..

3. **Duration Of The Easement.** The Easement and the agreements contained herein shall be deemed covenants running with the land, and will exist in perpetuity unless Grantee abandons the Easement, or violates any material term of this agreement.

4. **Indemnification, Insurance.** Grantee, its successors, grantees and assigns, hereby agree to indemnify, defend, and hold harmless Grantor, its successors, grantees, and assigns from any and all actual or alleged liabilities, obligations, losses, damages, claims, judgments, suits or expenses of any kind or nature (collectively, "Liability") whatsoever arising out of Grantee's exercise of the rights granted herein; provided, however, that this indemnification shall exclude Liability arising from Grantor's negligence or intentional act. At all times Grantee shall maintain liability insurance related to the use of the Easement, expressly naming the Grantor as an additional insured.

5. **Enforcement.** Either Grantor or Grantee, or their respective heirs, successors, grantees or assigns, may enforce the terms of this "Creation and Deed of Easement" by a lawsuit or judicial proceeding for injunctive relief, specific performance

or damages as may be appropriate; in such a lawsuit the exclusive jurisdiction and venue are stipulated to be the Third District Court, in and for Salt Lake County, Utah.

6. **Attorney Fees.** In any action brought by any party, to enforce any term of this "Creation and Deed of Easement", the prevailing party will be entitled to all costs including reasonable attorney's fees.

7. **Entire Agreement.** This "Creation and Deed of Easement" and all other documents referred to herein, contains the entire agreement between the parties, and there are no representations, agreements, arrangements, or understandings, oral or written that are not fully expressed in this "Creation and Deed of Easement".

8. **Changes In This Agreement.** This agreement may be modified only by a writing signed by the owner of the easement property and the Grantee, or Grantee's heirs, successors, or assigns.

DATED this 20th day of May, 2004.

BRIDGER DEVELOPMENT COMPANY
(Grantor)

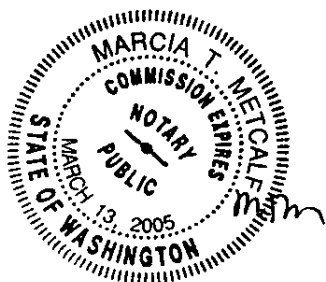
143 E. FIRST AVENUE, L.L.C.
(Grantee) *MW Sansom*

By: *Craig J. Robinson*
Its: *President*

By: *[Signature]*
Its: *MANAGER*

Washington
State of ~~Utah~~)
King ss.
~~Salt Lake County~~)

The foregoing instrument was acknowledged before me this 20th day of May, 2004 by Craig Robinson, the president of BRIDGER DEVELOPMENT COMPANY.



Marcia T. Metcalf
Notary Public
Residing at: *Seattle, WA*
My Commission Expires: *4-13-2005*

EXHIBIT "A"

EASEMENT DESCRIPTION

Beginning at the Southeast corner of Lot 2, Block 2, Plat "Y", Salt Lake City Survey, and running thence North 167.4 feet to the Northeast corner of said Lot 2, thence West 9.0 feet; thence South 167.4 feet; thence East along the North line of First Avenue 9.0 feet to the point of beginning.

(for reference purposes only and not as a description, the easement is located within the parcel identified as 09-31-379-018)

EXHIBIT "B"

BENEFITED PROPERTY

Beginning at the Southwest corner of Lot 1, Block 2, Plat I, Salt Lake City Survey, thence East 5 rods, thence North 10 rods; thence West 5 rods; thence South 10 rods to the point of beginning.

Tax I.D. 09-31-379-023