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12/04/2007 08:30 AM \$0.00
Book - 9544 Pg - 1216-1222
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
SL CO MAYORS OFFICE
ROOM 2100
BY: KLD, DEPUTY - WI 7 P.

When Recorded, Please Mail To:

Parr Waddoups Brown Gee & Loveless
Attn: Robert A. McConnell
185 South State Street, Suite 1300
Salt Lake City, Utah 84111-1537

Space above for Recorder's use

EASEMENT

GATEWAY BLOCK B CONDOMINIUM ASSOCIATION, INC., a Utah nonprofit corporation ("Grantor"), hereby grants, warrants, conveys and sells to **SALT LAKE COUNTY**, a political subdivision of the State of Utah, whose address is for purposes hereof is 2001 South State Street, Salt Lake City, Utah 84190, its successors and assigns, ("Grantee") for the sum of Ten Dollars (\$10) and other good and valuable consideration, the receipt of which is hereby acknowledged, a perpetual easement and right-of-way (collectively, the "Easement") for the construction, installation, operation, inspection, servicing, maintenance, repair, removal, alteration, and replacement of an elevator on, above, under, over, through and/or across the Common Elements (as defined below) that are located above the area depicted on the diagram attached hereto as Exhibit "A", which is incorporated herein by this reference, up and through the ___ floor (the "Easement Area"), which Easement Area is located above Parking Unit 1, Gateway Block B Condominium Project (the "Parking Unit") located in Salt Lake County, State of Utah.

15-01-131-007-

TOGETHER WITH the right of ingress and egress to and from such Easement Area through the common elements. For purposes of this Easement, "Common Elements" shall have the meaning set forth in that certain Declaration of Condominium Gateway Block B Condominium Project, dated February 26, 2001 and recorded in the official records of Salt Lake County, State of Utah, on February 26, 2001 as Entry Number 7828971 in Book 8427 at Page 4752.

The Easement is granted with and subject to the following rights, restrictions and limitations:

1. Scope. The Easement includes the right to install, operate, inspect, service, maintain, repair, remove and replace an elevator in the Easement Area, in accordance with the grant set forth above. Grantee agrees to provide Grantor, within a reasonable time prior to any proposed installation, service, maintenance, removal or replacement (other than routine maintenance or service, which may be performed in the ordinary course without notice to Grantor), a written notice describing such proposed activity. Grantor shall have the right to review and approve the proposal, but such approval will not be unreasonably withheld, conditioned or delayed. In the event Grantor fails to notify Grantee of its approval or rejection of the proposal by the proposed date of installation, the proposal shall be deemed approved by Grantor.
2. Installation. Grantee shall have the right to remove or alter all walls, floors or other structure within the Easement Area, provided that such removal or alteration is preformed such that it shall not negatively affect the structural integrity of the Parking Unit or the Common Elements. In addition to the easement, rights, and privileges herein conveyed, Grantee shall have the right to use so much of the Common Elements as may be reasonably necessary to

install within the Easement Area an elevator. Installation of the elevator shall meet all applicable requirements and standards of governmental entities with jurisdiction. Upon installation of the elevator, but subject to such installation, Grantee, at its sole expense, shall restore all walls, floors, or other structures of the Common Elements that may have been altered during the installation period.

3. Maintenance. After the installation of an elevator in the Easement Area, Grantee shall, at its own expense, operate, inspect and maintain such elevator and keep the same in good working order and repair in accordance with applicable governmental regulations and acceptable industry standards.
4. Title. Title in and to the elevator shall at all times remain exclusively with Grantee, or its assignees, and no portion of the elevator will be deemed to be a fixture of the real property, notwithstanding any method of affixation to the buildings thereon or any applicable law or doctrine relating to fixtures. Grantor hereby waives as against Grantee and any lender of Grantee, any landlord's lien, right of distraint or levy, claim, security interests, or other interest which the Grantor may now or hereafter have in or relating to any of the elevator now or hereafter installed on the Easement Area, including any of the foregoing which might otherwise exist in the Grantor's favor pursuant to agreement, common law, statute (including the Federal Bankruptcy Code) or otherwise.
5. Abandonment. Grantee shall have the unilateral right to abandon the Easement, or any portion thereof, by filing a written notice of abandonment, in form and substance satisfactory to Grantor, in the official records of the Salt Lake County Recorder. Grantee shall promptly remove the elevator and all improvements or other facilities installed by Grantee and located within the Easement Area for which the Easement has been abandoned and shall replace or restore all walls, floors, or other structures that may have been altered during such removal.
6. Indemnification/Insurance. To the fullest extent provided by law, Grantee shall defend and indemnify and hold harmless Grantor from and against liability, damage, loss, and expenses, including attorneys' fees, on account of injury to persons or damage to property arising out of or related to the use of the Easement by any person except to the extent caused by the negligence or misconduct of Grantor. Grantor and Grantee acknowledge that Grantee is a political subdivision of the State of Utah and that, as such, is subject to the provisions of the Governmental Immunity Act of Utah, Title 63, Chapter 30d, Utah Code, 1953 as amended (the "Act"). Nothing stated in this paragraph is to be interpreted as limiting Grantee's rights and responsibilities under the Act. Grantor further acknowledges that Grantee has established a program of self-insurance as allowed by § 63-30d-801 of the Act. Grantee shall at all times hereafter continue to maintain said program of self-insurance so as to defend and indemnify Grantor as required by this paragraph and Grantor shall accept said self-insurance in lieu of commercial insurance written to cover Grantee's responsibilities under this paragraph. In the event, however, Grantee should terminate its program of self-insurance, it shall immediately purchase and maintain commercial liability insurance, in an amount not less than \$2,000,000, with respect to the Easement, naming Grantor as an additional insured and containing a complete waiver of subrogation. In the event Grantee should subsequently transfer or assign the Easement granted by this instrument to an entity which is not a political subdivision of the State of Utah, or, if being such an entity, has no program of self-insurance, such transferee or assignee shall be required by Grantee to purchase and maintain commercial liability insurance so as to protect Grantor or its successors and assigns in accordance with the requirements set forth above. Grantor shall at all times maintain (a) casualty insurance (for replacement costs)

for casualty to the common elements of the Condominium Project of which the Parking Unit is a part and (b) commercial general liability insurance (in an amount not less than \$2,000,000) with respect to the Parking Unit, both of which shall name Grantee as an additional insured. Each party shall secure a complete waiver of subrogation from their respective insurance company with respect to the claims against the other party.

7. Covenants Run with Land. Each right-of-way, easement, covenant and restriction contained herein (whether affirmative or negative in nature) shall (a) create an equitable servitude on the burdened land in favor of Grantee, (b) constitute a covenant running with the land, and (c) be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. The parties specifically and expressly agree that it is their intent that the burdens imposed by this instrument shall constitute a burden upon the affected land as that term is used at law and that all persons hereafter claiming an interest in said land shall be bound by such burdens.
8. Liens and Recordation. To evidence the fact that Grantee has been granted this Easement and has retained exclusive ownership of the elevator, the Grantor agrees that the Grantee may cause this Easement to be filed or recorded among the public records in all necessary places in order that any and all third parties shall be on notice of the Easement and ownership of the elevator. All costs associated with recording this Easement shall be paid by Grantee. Grantor further acknowledges that in connection with Grantee's installation of the proposed elevator, Grantee is obtaining an easement from Inland Western Salt Lake City Gateway, L.L.C. and that such easement shall also be filed or recorded among the necessary public records.
9. Modification. Subject to Section 5 hereof, this instrument and any right-of-way, easement, covenant or restriction contained in this instrument may not be terminated, extended, modified, or amended without the consent of Grantor and Grantee, and any such termination, extension, modification or amendment shall be effective only on recordation in the official records of Salt Lake County, Utah of a written document effecting the same, executed and acknowledged by Grantor and Grantee; provided, however, that no such termination, extension, modification or amendment shall affect the rights of any mortgagee or beneficiary holding a mortgage or deed of trust constituting a lien on the Easement, or any portion thereof, unless such mortgagee or beneficiary consents to the same in writing.
10. Governing Law. This instrument shall be construed in accordance with and governed by the laws of the State of Utah. Whenever possible, each provision of this instrument shall be interpreted in a manner as to be valid under applicable law; but, if any provision of this instrument shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision of the remaining provisions of this Easement.
11. Attorneys' Fees. If any legal action or proceeding arising out of or relating to this Easement is brought by any party to this instrument, the prevailing party shall be entitled to receive from the other party, in addition to any other relief that may be granted, the reasonable attorneys' fees, and expenses that may be incurred in such action or proceeding by the prevailing party.
12. Legal Description of Easement. The Easement Area referred to in the foregoing easement is more particularly described as follows:
Gateway Block B, above Parking Unit 1, as shown on Record of Survey Map recorded in Salt Lake County, Utah, February 25, 2001, as Entry No. 7828970, Sheet 5 of 16.

IN WITNESS WHEREOF, Grantor and Grantee have entered into this Easement as of the ____ day of _____, 2007.

GRANTEE:

Salt Lake County, a political subdivision of the State of Utah

By: *will*
Name: *DOUG WILMOSE*
Its: *Chief Administrative Officer*

GRANTOR:

Gateway Block B Condominium Association, Inc., Utah non-profit corporation

By: *[Signature]*
Name: *Stacy B. Oster*
Its: *Secretary*

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By: *[Signature]*
Deputy District Attorney

Date *29 Nov 2007*

STATE OF UTAH)
) : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this *30* day of *Nov.*, 2007, by *Doug Wilmore*, the *CAO* of Salt Lake County, a political subdivision of the State of Utah.



Karen R Lowe
NOTARY PUBLIC
Residing at:

My Commission Expires:

STATE OF *Utah*)
) : ss.
COUNTY OF *Salt Lake*)

The foregoing instrument was acknowledged before me this *19th* day of *November*, 2007, by *Stacy B Oster*, the *Secretary* of Gateway Block B Condominium Association, Inc., Utah non-profit corporation.



Rachael Niusulu
NOTARY PUBLIC
Residing at: *Salt Lake City*

My Commission Expires: *9-17-11*

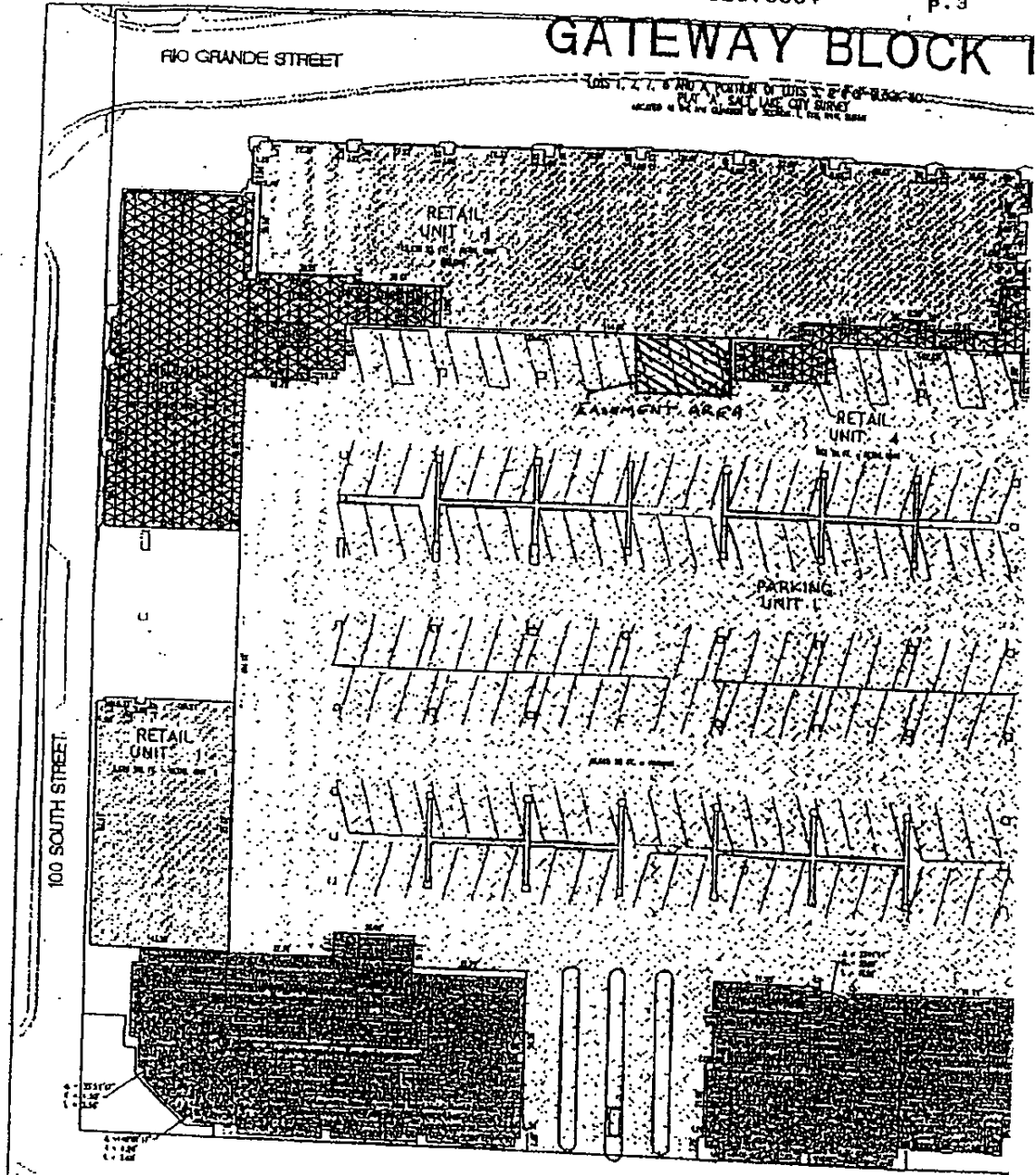
EXHIBIT "A"

[Depiction of Parking Lot]


RIO GRANDE STREET

GATEWAY BLOCK I

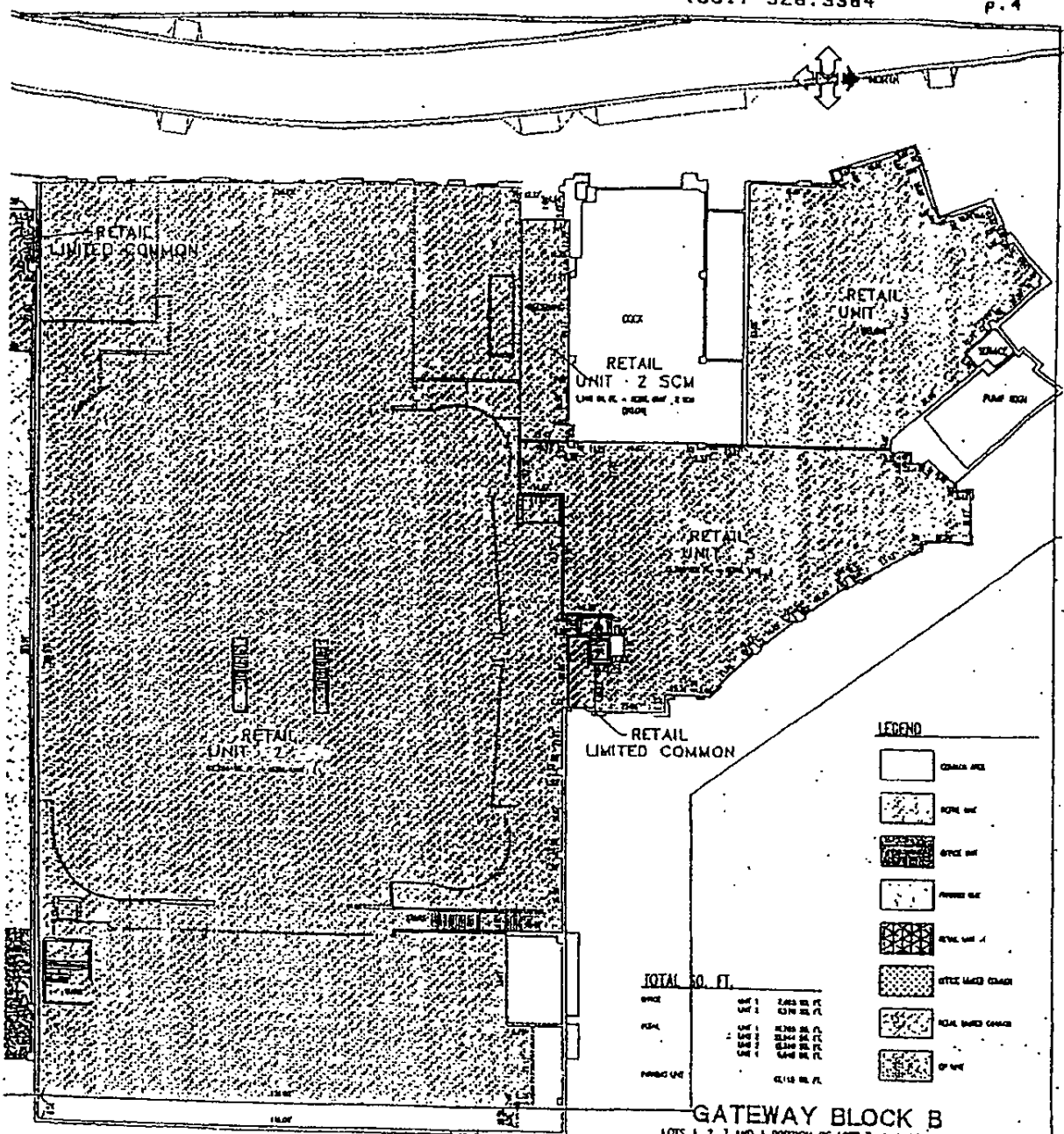
LOTS 1, 2, 3, 4 AND A PORTION OF LOTS 5 & 6 OF BLOCK 30
PLAT 1, SALT LAKE CITY SURVEY
LOCATED IN THE 1ST QUARTER OF SECTION 11, T4N, 36E



NUMBER _____
 ACCOUNT _____
 SHEET _____
 OF _____ SHEETS

PREPARED BY

**McNEIL ENGINEERING
 AND LAND SURVEYING, L.C.**
 PROFESSIONAL CIVIL ENGINEERING
 &
 LAND SURVEYING SERVICES
 6685 SOUTH 900 EAST, MOHAVE, UTAH 84017
 (801) 233-7700

LEVEL 02 PLAN VIEW
SCALE: 1" = 20'



LEGEND

[Hatched Pattern]	CONCRETE
[Hatched Pattern]	STONE
[Hatched Pattern]	BRICK
[Hatched Pattern]	PAVED
[Hatched Pattern]	STONE
[Hatched Pattern]	STONE
[Hatched Pattern]	STONE
[Hatched Pattern]	STONE
[Hatched Pattern]	STONE
[Hatched Pattern]	STONE
[Hatched Pattern]	STONE

TOTAL SQ. FT.

SPACE	UNIT 1	2,400 SQ. FT.
	UNIT 2	1,370 SQ. FT.
AREA	UNIT 1	14,700 SQ. FT.
	UNIT 2	12,000 SQ. FT.
	UNIT 3	10,000 SQ. FT.
PARKING AREA		10,110 SQ. FT.

GATEWAY BLOCK B
 LOTS 1, 2, 7 AND A PORTION OF LOTS 3, 4 & 8 OF BLOCK 80
 PLAN "A", SALT LAKE CITY SURVEY
 LOCATED IN THE SW QUARTER OF SECTION 1, T12S, R10E, S14M

WEST STREET

SALT LAKE COUNTY RECORDER

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDS AND FILED AT THE REQUEST OF _____

DATE _____ BY _____

2021-P-37

RECORDED _____ NUMBER _____

ACCOUNT _____ SHEET _____ OF _____ SHEETS

BLOCK-G1-DW1