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 Book - 9561 Ps - 1144-1152
 GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 PARR WADDOLPS BROWN GEE &
 185 S STATE #1300 LOVELESS
 SLC UT 84111-1536
 BY: EPM, DEPUTY - MI 9 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

INLAND WESTERN SALT LAKE CITY GATEWAY, L.L.C., a Delaware limited liability company ("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 S State Street, Salt Lake City, Utah, 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 area depicted on the diagram attached hereto as Exhibit "A", which is incorporated herein by this reference (the "Easement Area"), which Easement Area is located within Parking Unit 1, Gateway Block B Condominium Project (the "Parking Unit") located in Salt Lake County, State of Utah and is more particularly described as follows:

[See Exhibit "B" attached hereto and incorporated herein by reference.]

TOGETHER WITH the right of ingress and egress to and from such Easement Area through the Parking Unit.

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 performed such that it shall not negatively affect the structural integrity of the Parking Unit or the Common Elements of the Condominium Project of which the Parking Unit is a part. In addition to the easement, rights, and privileges herein conveyed, Grantee shall have the right to use so much of the surface of the Parking Unit 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 surrounding the Easement Area that may have been altered during the installation period. Notwithstanding anything to the contrary in this Easement, Grantor shall have the right to paint and/or decorate the exterior of the walls surrounding the elevator in a manner similar to that of the other walls of the Parking Unit.

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 or 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. Grantee shall at all times maintain commercial liability insurance (in an amount not less than \$2,000,000) with respect to the Easement, naming Grantor as an additional insured. Grantor shall at all times maintain or cause to be maintained by the Gateway Block B Condominium Association, Inc. (the "Association") (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 the Association 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.

IN WITNESS WHEREOF, Grantor and Grantee have entered into this Easement as of the 8th day of NOVEMBER, 2007.

GRANTEE:

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

GRANTOR:

Inland Western Salt Lake City Gateway, L.L.C., a Delaware limited liability company

By: Willm
Name: DOUG WILLMORE
Its: Chief Administrative Officer

By: Inland Western Retail Real Estate Trust, Inc., a Maryland corporation, its sole member

By: Ann M. Sharp
Name: Ann M. Sharp
Its: Assistant Secretary

APPROVED AS TO FORM
Salt Lake County District Attorney's Office
By: [Signature]
Deputy District Attorney
Date 10/31/07

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

The foregoing instrument was acknowledged before me this 8 day of Nov, 2007, by Doug Willmore, the CAD of Salt Lake County, a political subdivision of the State of Utah.



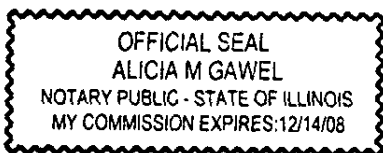
Karen R. Lowe
NOTARY PUBLIC
Residing at: Salt Lake County

STATE OF ILLINOIS)
) : ss.
COUNTY OF DUPAGE)

The foregoing instrument was acknowledged before me this 2ND day of OCTOBER 2007, by ANN M. SHARP, the Assistant Secretary of Inland Western Retail Real Estate Trust, Inc., a Maryland corporation, which is the sole member of Inland Western Salt Lake City Gateway, L.L.C., a Delaware limited liability company.

Alicia M. Gawel
NOTARY PUBLIC

My Commission Expires: 12/14/08 Residing at: Oak Brook, Illinois



**CONSENT AND ACKNOWLEDGMENT OF
WELLS FARGO BANK N.A.**

WELLS FARGO BANK N.A., as Trustee for the registered holders of the J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2005-LDP2 ("Wells Fargo"), does hereby acknowledge and consent to the foregoing Easement. Wells Fargo does hereby subordinate the lien of that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of May 18, 2005, by INLAND WESTERN SALT LAKE CITY GATEWAY, L.L.C., a Delaware limited liability company ("Borrower"), to RAND L. COOK, a member of the Utah State Bar ("Trustee"), for the benefit of NOMURA CREDIT & CAPITAL, INC., a Delaware corporation, its successors and assigns, as beneficiary, recorded May 31, 2005 as Entry No. 9390621, in Book 9137, at Pages 7965-8010, of the Official Records of the Salt Lake County Recorder (assigned pursuant to that certain Assignment of Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated May 16, 2005, executed by NOMURA CREDIT & CAPITAL, INC., a Delaware corporation, as assignor, in favor of WELLS FARGO BANK N.A., as Trustee for the registered holders of the J.P. Morgan Chase Commercial Mortgage Securities Corp., Commercial Mortgage Pass-Through Certificates, Series 2005-LDP2, as assignee, recorded June 2, 2006 as Entry No. 9741441, in Book 9303, at Pages 295-307, of the Official Records of the Salt Lake County Recorder), together with any similar instrument executed, filed and/or recorded in connection therewith (collectively, "Security Instruments"), to this Easement. Such subordination is solely intended to ensure that after any foreclosure of the Security Instruments, the Grantee and its successors and assigns, shall have the right to use the easements granted pursuant to this Easement. Such subordination shall not be construed as a release of the collateral secured by the Security Instruments or a subordination of the Security Instruments as to any other recorded interest in the real property secured thereby.

WELLS FARGO BANK N.A., as Trustee for the registered holders of
the J.P. Morgan Chase Commercial Mortgage Securities Corp.,
Commercial Mortgage Pass-Through Certificates, Series 2005-LDP2,

By: Wachovia Bank, National Association, solely in its capacity as
Servicer pursuant to that Pooling and Servicing Agreement, dated as of
June 1, 2005

By: [Signature]
Name: Timothy Teague
Title: Vice President

STATE OF NORTH CAROLINA)
) SS:
COUNTY OF MECKLENBURG)

The foregoing instrument was acknowledged before me this 21 day of Sept., 2007,
by Timothy Teague, a Vice Pres. of Wachovia Bank, National Association, and
being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained,
by signing the name of the company, by himself/herself as such officer.

[Signature]
Notary Public

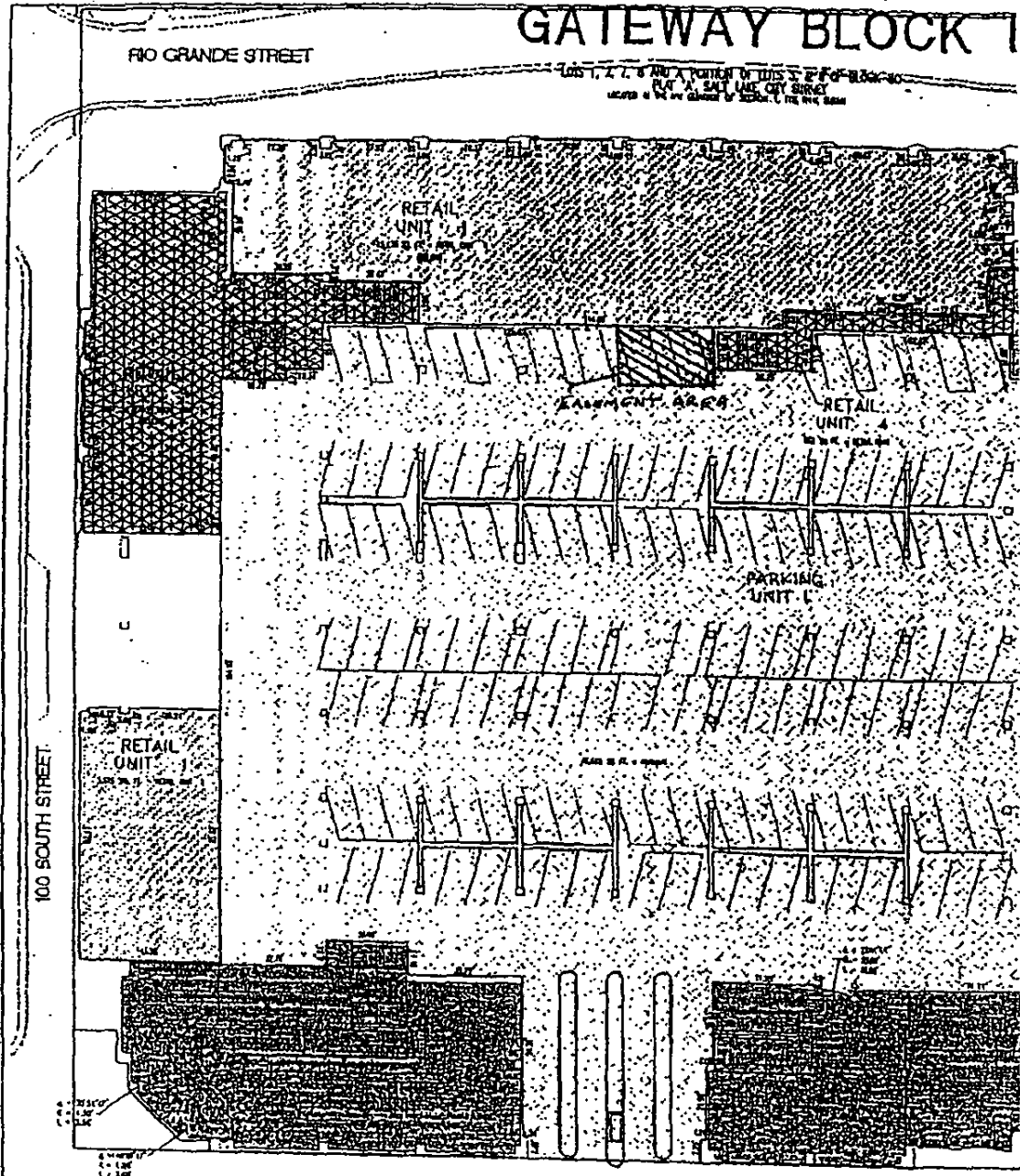


EXHIBIT "A"
[Depiction of Parking Lot]


GATEWAY BLOCK

RIO GRANDE STREET

LOTS 1, 2, 3 AND A PORTION OF LOTS 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

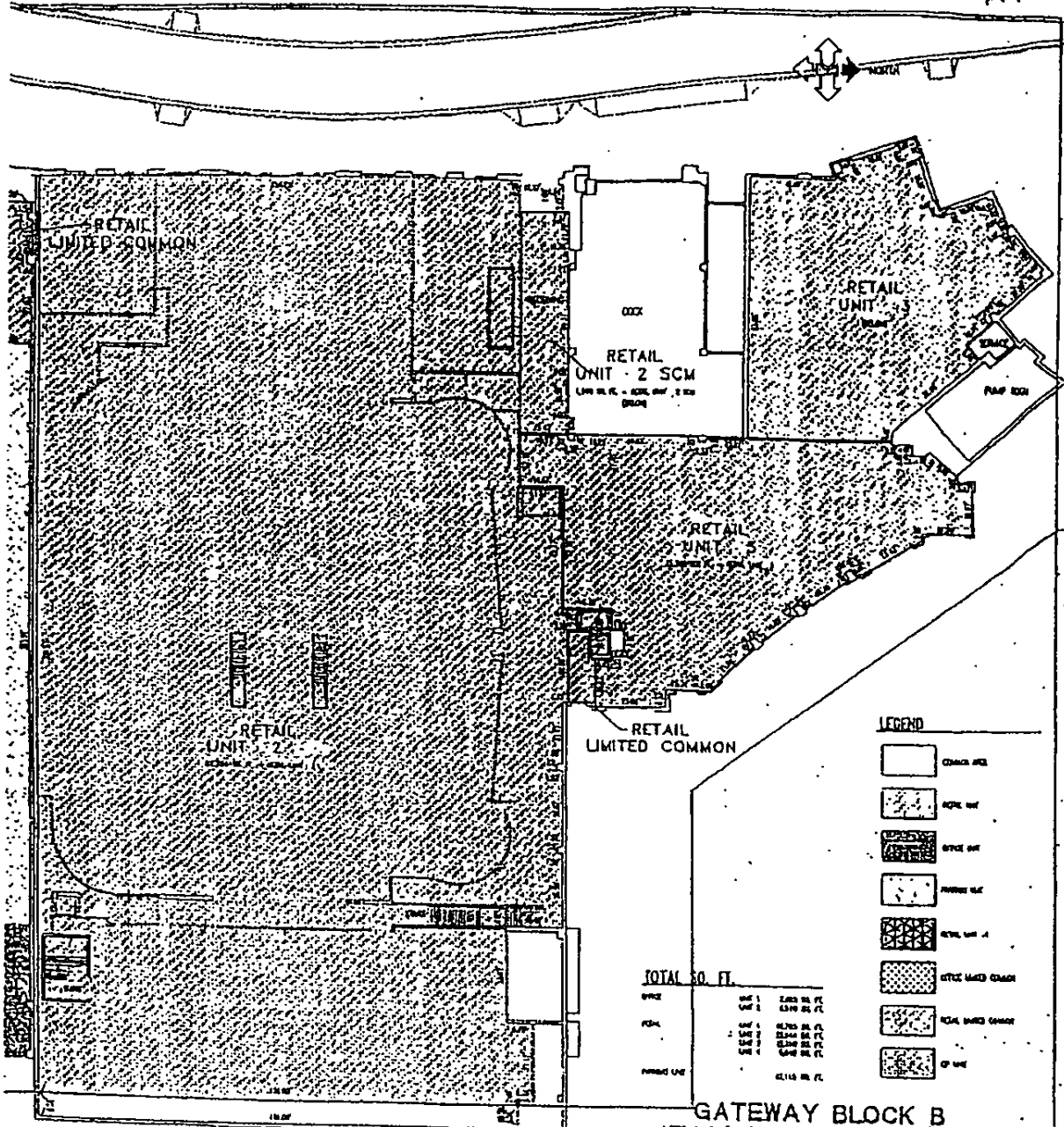


NUMBER _____
 ACCOUNT _____
 SHEET _____
 OF _____ SHEETS

PREPARED BY

**MCNEIL ENGINEERING
 AND LAND SURVEYING, L.C.**
 PROFESSIONAL CIVIL ENGINEERING
 &
 LAND SURVEYING SERVICES
 6485 SOUTH 200 EAST, MORGAN, UTAH 84047
 (801) 233-7700

LEVEL 02 PLAN VIEW
SCALE: 1" = 20'

- POOR COPY -
CO. RECORDER



- POOR COPY -
CO. RECORDER

TOTAL SQ. FT.

OFFICE	LOT 1	2,820 SQ. FT.
	LOT 2	4,590 SQ. FT.
RETAIL	LOT 1	8,720 SQ. FT.
	LOT 2	8,240 SQ. FT.
	LOT 3	8,240 SQ. FT.
PARKING LOT		4,110 SQ. FT.

GATEWAY BLOCK B

LOTS 1, 2, 3 AND A PORTION OF LOTS 4, 5 & 6 OF BLOCK 80
PLAT "X", SALT LAKE CITY SURVEY
RECORDED IN THE 84th QUARTER OF RECORDS 1, THE 8th. SLASH SHEET 3 OF 16

SALT LAKE COUNTY RECORDER

STATE OF UTAH, COUNTY OF SALT LAKE, RECORDED AND FILED AT THE REQUEST OF _____
DATE _____ BY _____

PLAT NUMBER _____
ACCOUNT _____
SHEET _____ OF _____ SHEETS

2001P-39

WEST STREET

EXHIBIT "B"

The " Easement Area" referred to in the foregoing Easement is located within the Parking Unit in Salt Lake City, Salt Lake County, State of Utah, more particularly described as follows:

Gateway Block B, Level 02, Parking Unit 1 as shown on Record of Survey Map recorded in Salt Lake County, Utah, February 26, 2001 as Entry No. 7828970, Sheet 5 of 16.

Tax Parcel No. 15-01-131-001-0000