

WHEN RECORDED, RETURN TO  
333 South State, LLC  
c/o John A. Dahlstrom Jr.  
175 East 400 South, Suite 150  
Salt Lake City, Utah 84111

Sidwell # 16-06-305-031-0000

11001388  
07/30/2010 03:17 PM \$15.00  
Book - 9845 Pg - 3446-3447  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
333 SOUTH STATE LLC  
JOHN A DAHLSTROM JR  
175 E 400 S STE 150  
SLC UT 84111  
BY: ZJM, DEPUTY - WI 2 P.

**STORM DRAIN, UTILITY AND  
FIBER OPTIC LINE  
EASEMENT AGREEMENT**

THIS STORM DRAIN, UTILITY AND FIBER OPTIC LINE EASEMENT AGREEMENT (this "Agreement") is hereby entered into this 29<sup>th</sup> day of July, 2010, by and between CITY CENTRE DEVELOPMENT, LLC, a Utah limited liability company ("CCD") and 333 SOUTH STATE, LLC, a Utah limited liability company ("333"). CCD and 333 are referred to herein individually as a "Party" and collectively as the "Parties."

CCD, as grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to 333 as grantee, its successors, assigns, lessees, licensees and agents, a perpetual easement to construct, reconstruct, modify, change, add to, operate, maintain and remove such storm drainage and storm drainage facilities, utility lines, telecommunications facilities, fiber optic lines, electrical facilities, and appurtenances, from time to time, as 333 may require upon, over, under and across the following described land situated in the County of Salt Lake, State of Utah, which CCD has any interest, to wit:

An easement 15 feet in width located in Lots 1, 2, 3, and 8, all in Block 53 of Plat 6, Official Survey of Plat "A", Salt Lake City Survey, said parcel being more particularly described as follows:

Beginning at a point on the South Line of said Block 53, said point being also S89°57'29"E 328.78 feet, along said South Line, from the Southwest Corner of said Lot 2 of Block 53, thence North 237.19 feet; thence East 15.00 feet; thence South 237.18 feet to said South Line of Block 53; thence, along said South Line of Block 53, S89°57'29"W 15.00 to the Point of Beginning.

333 shall have the right on ingress and egress over and across the land of CCD to and from the above-described property as necessary for 333's use and enjoyment of the easement area.

333 shall indemnify CCD for all damage caused to CCD as a result of 333's negligent exercise of the rights and privileges herein granted. 333 shall have no responsibility for pre-existing environmental contamination or liabilities.

CCD reserves the right to occupy, use, and cultivate said easement for all purposes not inconsistent with the rights herein granted.

CCD covenants that it is the fee simple owner of said land or in which CCD has any interest and will warrant and defend title to the land against all claims.

CCD hereby covenants that no excavation, building, structure or obstruction will be constructed, erected, built or permitted on said easement.

2-3

