

9877373

When Recorded Please return to:

9877373  
10/16/2006 03:27 PM \$18.00  
Book - 9366 Pg - 985-989  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
RICHARD GORDON  
180 S 300 W STE 120  
SLC UT 84101  
BY: ZJM, DEPUTY - WI 5 P.

Space above for County Recorders Use  
Salt Lake County Parcel ID No.15-01-129-025

**AGREEMENT AND GRANT OF EASEMENT**

THIS AGREEMENT AND GRANT OF EASEMENT (this "Agreement") is made and entered into as of October \_\_\_\_, 2006, by and among WESTGATE LOFTS INC., a Utah corporation, ("Westgate"), with an address at 180 South 300 West, #120, Salt Lake City, Utah 84101, and UTAH PAPER BOX COMPANY, a Utah corporation, ("Paper Box").with an address at 340 West 200 South, Salt Lake City, Utah 84101.

RECITALS

Whereas, Westgate and Paper Box own adjoining properties which were once under common ownership, and

Whereas, an existing 8" sewer line installed in 1901 services the Paper Box property and passes through an alley that was once designated as Gale Street (the "alley"), which property now belongs to Westgate, and

Whereas, Westgate is developing condominiums in the buildings alongside said alley and has proposed to create a private park for the use of the buildings' occupants in the alley, and

Whereas, Westgate desires to use the surface of the property/alley for the private park and it is required that a new sewer line be installed to service the Paper Box property and

Whereas, these same parties have entered into a First Right to Purchase the Paper Box property when Paper Box chooses to move to another location in the future,

Now therefore, the parties do hereby enter into this Agreement in consideration of Ten dollars (\$10.00) and other good and valuable consideration acknowledged and received by each of the parties hereto, as follows:

1. Grant of New Easement.

A. Westgate does hereby grant to Paper Box for the benefit and use of the Paper Box property a non-exclusive underground sewer line perpetual easement and right-of-way for the construction, operation, and continued maintenance, repair, alteration, inspection and replacement through the Westgate Property, running from 200 South and continuing northward until it connects to the Paper Box property, in a length of approximately 190 ft., and with an access width of approximately 22 feet, beginning at about 250 West 200 South. Such use and access is intended to provide Paper Box with full rights for access to said sewer line at all times.

B. Said easement is more particularly described by legal description and by illustration on Addenda A, attached hereto, and incorporated herein by reference thereto.

C. Said easement shall commence upon execution of this Agreement and continue until terminated in writing by both parties.

D. The parties agree that Paper Box's usage of the sewer access easement is non-exclusive and no rights are hereby created for any other parties whatsoever.

E. The use by Paper Box of the sewer access easement shall be limited to such uses as are described herein, which uses shall be made in such a manner as will not unreasonably interfere with the use of the Westgate Property (i.e., the servient tenements) by the owners and lessees thereof.

2. New Sewer Line for Paper Box Property.

Westgate agrees to construct, operate, and be solely responsible for the continued maintenance, repair, alteration, inspection and replacement of a new 8" sewer lateral line from the connection to the 200 South City sewer main to the Paper Box sewer line, during the term of this agreement and entirely at the cost of Westgate. Such installation shall comply with all plumbing and sewer line standards of Salt Lake City and shall be completed within 60 days from date of this agreement.

3. Default. A party shall be deemed to be in default of this Agreement only upon the expiration of thirty (30) days from receipt of written notice to such party specifying the particulars in which such party has failed to perform the obligations of this Agreement and such party, prior to the expiration of said thirty (30) days, has failed to rectify the particulars specified in said notice. Failure to cure any such default shall entitle the nonbreaching party to any remedies at law or equity including specific performance, reasonable expenses, attorney fees and costs.

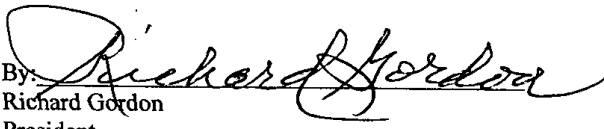
4. Successors and Assigns; Run with the Land. All of the provisions in this Agreement, including the benefits and burdens, shall be and are binding upon and inure to the benefit of the successors and assigns of the parties. The easements, agreements, duties, responsibilities and covenants herein contained shall be easements and covenants running with the land.

5. No Third Party Beneficiaries. Nothing in this Agreement is intended to create an enforceable right, claim or cause of action by any third party against any party to this Agreement.

6. Authority of Signatory. Each person executing this Agreement certifies that he is duly authorized to execute it on behalf of the party for which he is signing, and that he has the authority to bind said party to the terms of this Agreement.

IN WITNESS WHEREOF, Westgate and Paper Box hereby enter into this Agreement effective as of the date first indicated above.

WESTGATE LOFTS INC.

By:   
Richard Gordon  
President

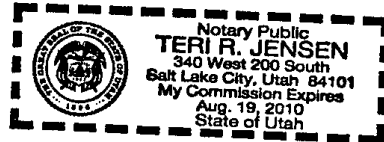
UTAH PAPER BOX COMPANY,  
A Utah corporation

By: Paul Keyser  
Name: Paul Keyser  
President

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

The foregoing instrument was acknowledged before me this 16 day of <sup>Oct</sup>~~September~~, 2006, by Richard Gordon, as President of Westgate Lofts Inc.

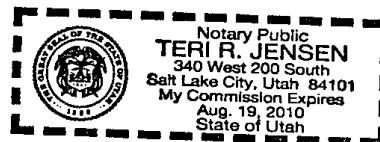
Teri Jensen  
NOTARY PUBLIC  
Notary Public



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

The foregoing instrument was acknowledged before me this 16 day of <sup>Oct</sup>~~September~~, 2006, by Paul Keyser, acting in his capacity as President of Utah Paper Box Company.

Teri Jensen  
NOTARY PUBLIC  
Notary Public



ADDENDA "A-1"

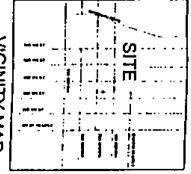
LEGAL DESCRIPTION AND ILLUSTRATION OF NEW EASEMENT

Property located in Salt Lake County, Utah, more particularly described as follows:

**EASEMENT FROM 200 SOUTH STREET**

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF 200 SOUTH STREET, SAID POINT BEING SOUTH 89°58'33" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE FROM THE SOUTH EAST CORNER OF LOT 1, BLOCK 66, PLAT "A", SALT LAKE CITY SURVEY AND RUNNING THENCE SOUTH 89°58'33" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE 24.00 FEET; THENCE NORTH 00°04'09" WEST 165.25 FEET; THENCE NORTH 89°58'27" EAST 24.00 FEET; THENCE SOUTH 00°04'09" EAST 165.25 FEET TO THE POINT OF BEGINNING

# ADDENDA A2



VICINITY MAP  
NOT TO SCALE

**OWNER'S CERTIFICATION**

WE HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS PLAN IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF. WE FURTHER CERTIFY THAT WE ARE THE OWNER OF THE PROPERTY DESCRIBED IN THIS PLAN AND THAT WE HAVE THE AUTHORITY TO EXECUTE THIS PLAN. WE HAVE REVIEWED THE PLAN AND APPROVE IT AS SHOWN. WE HAVE REVIEWED THE PLAN AND APPROVE IT AS SHOWN. WE HAVE REVIEWED THE PLAN AND APPROVE IT AS SHOWN.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

**CONTRACTOR'S CERTIFICATION**

I, THE UNDERSIGNED, HAVE REVIEWED THE PLAN AND APPROVE IT AS SHOWN. I HAVE REVIEWED THE PLAN AND APPROVE IT AS SHOWN. I HAVE REVIEWED THE PLAN AND APPROVE IT AS SHOWN.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

**COMMISSIONER'S CERTIFICATION**

STATE OF UTAH  
COUNTY OF \_\_\_\_\_  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_, I, \_\_\_\_\_, COUNTY CLERK, HAVE REVIEWED THE PLAN AND APPROVE IT AS SHOWN. I HAVE REVIEWED THE PLAN AND APPROVE IT AS SHOWN. I HAVE REVIEWED THE PLAN AND APPROVE IT AS SHOWN.

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

