

10072693

RETURN TO:
South Jordan City
1600 West Towne Center Drive
South Jordan, Utah 84095

When Recorded Return to:
South Jordan City Public Services
10996 S. Redwood Road
South Jordan, UT 84095

10072693
04/20/2007 09:28 AM \$0.00
Book - 9452 Pg - 5786-5794
GARY W. QTT
RECORDER, SALT LAKE COUNTY, UTAH
SOUTH JORDAN
1600 W TOWNE CENTER DR
SOUTH JORDAN UT 84095-8265
BY: KLD, DEPUTY - WI 9 P.

PARCEL I.D. #27-24-251-010, 27-24-201-017

GRANTOR: Wal-Mart Stores Inc. and
Wal-Mart Real Estate Business Trust
as part of Wal-Mart / Sam's Club

Page 1 of 4

EASEMENT

A ten (10) foot wide water line easement located in the North Half of Section 27, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey.

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTORS hereby grant, convey, sell and set over unto South Jordan City, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual, non-exclusive, right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace water pipelines, valves, valve boxes and other water transmission and distribution structures and facilities, hereinafter called the FACILITIES, said right-of-way and easement, being situate in Salt Lake County, State of Utah, over and through a parcel(s) of the GRANTORS' land lying within a strip ten (10) feet wide, more particularly described as follows:

SEE EXHIBITS A & B, ATTACHED HERETO AND INCORPORATED HEREIN.

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents

and assigns to enter upon the above-described property with such equipment and vehicles as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, GRANTEE and its contractors may use such portion of GRANTORS' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTORS shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of water through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTORS shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this right-of-way and easement nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

GRANTEE agrees to use due care in any use of the easement herein granted and in the construction, installation, repair, replacement and maintenance either GRANTEES' improvements or the easement area as provided for herein so as not to unreasonably disturb GRANTORS' use of its property. GRANTEE agrees to return the easement area to its condition which existed prior to the installation of any of its improvements in the easement area, including but not limited to the replacement of any sod, landscaping, paving or other improvements that existed within the easement area prior to such installation.

GRANTEE will forever waive and hold GRANTOR harmless for, and defend GRANTOR against, any claims, losses, causes of action, and suits which arise from GRANTEES', its agents', employees' or invitees' acts or omissions, including but not limited to the use of the easement herein granted and will indemnify Wal-Mart for any losses suffered due to any such claims, losses, causes of action or suite.

The easement granted hereunder is a permanent easement and will continue in full force and effect so long as the easement is used by the GRANTEE, its successors and assigns. Notwithstanding, GRANTOR shall have the right at its sole option and expense to relocate said easement upon GRANTORS' property. Upon fifteen (15) days written notice GRANTEE shall release and extinguish all its rights granted pursuant to this easement.

GRANTEE shall not interfere with GRANTORS' business operations while utilizing this easement.

In exercising any rights and privileges under this easement, GRANTEE shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements relating to storm water discharges or the control of erosion or sediment discharges from construction projects, including but not limited to the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, and the Storm Water General Permit for Discharges Associated with Construction Activities (collectively the "Storm Water Requirements").

GRANTEE shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for, the construction, installation, repair, replacement and maintenance of either GRANTEES' improvements or the easement area as provided for herein. GRANTEE shall comply with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances, including but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment and the employment of its workers.

GRANTEE shall (i) comply in all respects with all immigration laws, statutes, rules, codes and regulations, (ii) properly maintain all records required by the United States Citizenship and Immigration Services (the "USCIS"), including without limitation, the completion and maintenance of the Form I-9 for each of GRANTEES' employees, and (iii) respond in a timely fashion to any inspection requests related to such I-9 Forms. GRANTEE shall fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by the USCIS of GRANTEE or any of its employees. GRANTEE shall, on a bi-annual basis during the term of

this easement, conduct an audit of the I-9 Forms for its employees and shall promptly correct any defects or deficiencies which are identified as a result of such audit. GRANTOR may, in its sole discretion, terminate this easement immediately if, at any time during the term, (x) GRANTEE violates or is in breach of any provision of this paragraph or (y) the USCIS determines that GRANTEE has not complied with any of the immigration laws, statutes, rules, codes and regulations of the United States. GRANTEE shall require all subcontractors performing any work on GRANTEES' improvements or the easement area as provided for herein to make the covenants set forth in this paragraph.

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this 10th date of April, 2007.

<u>County Parcel No.</u>	<u>Acreage</u>	<u>GRANTOR(S)</u>
27-24-251-010	0.422 acres	
27-24-201-017	0.013 acres	

Approved as to legal terms only
by Mary Kendall
WAL-MART LEGAL DEPT.
Date: 4/9/07

Wal-Mart Stores Inc.
By: [Signature]
Shannon Letts
Its: Regional Vice-President
Title

STATE OF ~~UTAH~~ Arkansas

COUNTY OF ~~SALT LAKE~~ Benton

On the 10th day of April, 2007, personally appeared before me Shannon Letts who being by me duly sworn did say that (s)he is the Regional Vice-President of Wal-Mart Stores Inc., a corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its bylaws or by a resolution of its Board of Directors; and acknowledged to me that said corporation executed the same.

Gina Norton

Notary Public

Gina Norton
NOTARY PUBLIC-STATE OF ARKANSAS
BENTON COUNTY
My Commission Expires July 16, 2011

My Commission Expires: 7-16-2011

Residing in: Bella Vista, AR

Approved as to legal terms only
by Mary Kendall
WAL-MART LEGAL DEPT.
Date: 4/4/07

Wal-Mart Real Estate Business Trust
A Delaware Business Trust

By: [Signature]
Shannon Letts

Its: Regional Vice-President
Title

STATE OF ~~Utah~~ Arkansas

COUNTY OF ~~SALT LAKE~~ ^{MISS} Benton

On the 4th day of April, 2007, personally appeared
before me Shannon Letts who being by me duly sworn did say that
(s)he is the Trustee of Wal-Mart Real Estate Business Trust, who duly acknowledged
to me that (s)he executed the same on behalf of said Trust.

Gina Norton
NOTARY PUBLIC-STATE OF ARKANSAS
BENTON COUNTY
My Commission Expires July 16, 2011
My Commission Expires: 7-16-2011

[Signature]
Notary Public

Residing in: Bella Vista, Arkansas



PEPG ENGINEERING, L.L.C.

Civil Engineering
Land Surveying
Wetlands
Land Planning
Environmental
Construction
Services

WATER EASEMENTS **SOUTH JORDAN SAM'S CLUB**

EASEMENT #1

Beginning at a point which is North 00°20'38" East, along the section line 1011.79 feet and South 89°39'22" East, 84.77 feet from the Center of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 00°16'58" East, 291.88 feet; thence North 44°23'59" West, 38.26 feet; thence North 89°25'51" West, 375.71 feet; thence South 45°31'57" West, 46.63 feet; thence South 00°34'56" West, 70.44 feet; thence South 11°48'23" West, 226.44 feet; thence South 00°24'38" West, 102.06 feet; thence North 89°41'59" West, 15.00 feet; thence North 00°24'38" East, 103.59 feet; thence North 11°49'09" East, 146.16 feet; thence North 78°10'51" West, 19.47 feet; thence North 11°49'09" East, 15.00 feet; thence South 78°12'07" East, 19.44 feet; thence North 11°47'53" East, 65.30 feet; thence North 00°34'41" East, 75.16 feet; thence North 45°31'57" East, 59.06 feet; thence South 89°25'51" East, 160.75 feet; thence North 00°34'09" East, 16.37 feet; thence South 89°41'59" East, 16.39 feet; thence North 00°18'01" East, 25.85 feet; thence South 89°48'22" East, 15.00 feet; thence South 00°18'01" West, 42.39 feet; thence South 89°25'51" East, 195.93 feet; thence South 44°23'59" East, 50.64 feet; thence South 00°16'58" West, 126.83 feet; thence South 89°33'44" East, 9.32 feet; thence South 00°26'16" West, 15.00 feet; thence North 89°33'44" West, 9.28 feet; thence South 00°16'58" West, 156.22 feet; thence North 89°43'02" West, 15.00 feet to the point of beginning.

Easement contains: 18,977 Sq. Ft. or 0.44 Acres

Basis of bearing for this description is North 00°20'38" East, from the Center section to the North quarter corner of Section 24, Township 3 South, Range 1 West, Salt Lake Base & Meridian.

EASEMENT #2

Beginning at a point which is North 00°20'38" East, along the section line 838.74 feet and North 89°39'22" West, 321.85 feet from the Center of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 67°24'32" West, 68.06 feet; thence North 89°41'59" West, 14.29 feet; thence North 00°18'01" East, 15.00 feet; thence South 89°41'59" East, 17.25 feet; thence South 67°24'32" East, 71.02 feet; thence South 22°35'28" West, 15.00 feet to the point of beginning.

Easement contains: 1,280 Sq. Ft. or 0.03 Acres

Basis of bearing for this description is North 00°20'38" East, from the Center section to the North quarter corner of Section 24, Township 3 South, Range 1 West, Salt Lake Base & Meridian.

P:\6106.0411\doc\water_easc.doc

421 West 12300 South #400 • Draper, Ut 84020 • Telephone (801) 562-2521 • Fax (801) 562-2551

BK 9452 PG 5792

EASEMENT #3

Beginning at a point which is North 00°20'38" East, along the section line 813.48 feet and North 89°39'22" West, 66.96 feet from the Center of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 89°41'59" West, 15.00 feet; thence North 00°18'01" East, 70.52 feet; thence South 89°41'59" East, 22.79 feet; thence South 00°18'01" West, 15.00 feet; thence North 89°41'59" West, 7.79 feet; thence South 00°18'01" West, 55.52 feet to the point of beginning.

Easement contains: 1,175 Sq. ft. or 0.03 Acres

Basis of bearing for this description is North 00°20'38" East, from the Center section to the North quarter corner of Section 24, Township 3 South, Range 1 West, Salt Lake Base & Meridian.

EASEMENT #4

Beginning at a point which is North 00°20'38" East, along the section line 1018.04 feet and South 89°39'22" East, 329.97 feet from the Center of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 00°18'01" East, 15.00 feet; thence South 89°41'59" East, 47.33 feet; thence South 00°18'01" West, 51.43 feet; thence North 89°41'59" West, 15.00 feet; thence North 00°18'01" East, 36.43 feet; thence North 89°41'59" West, 32.33 feet to the point of beginning.

Easement contains: 1,256 Sq. ft. or 0.03 Acres

Basis of bearing for this description is North 00°20'38" East, from the Center section to the North quarter corner of Section 24, Township 3 South, Range 1 West, Salt Lake Base & Meridian.

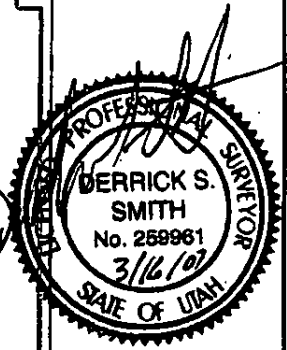
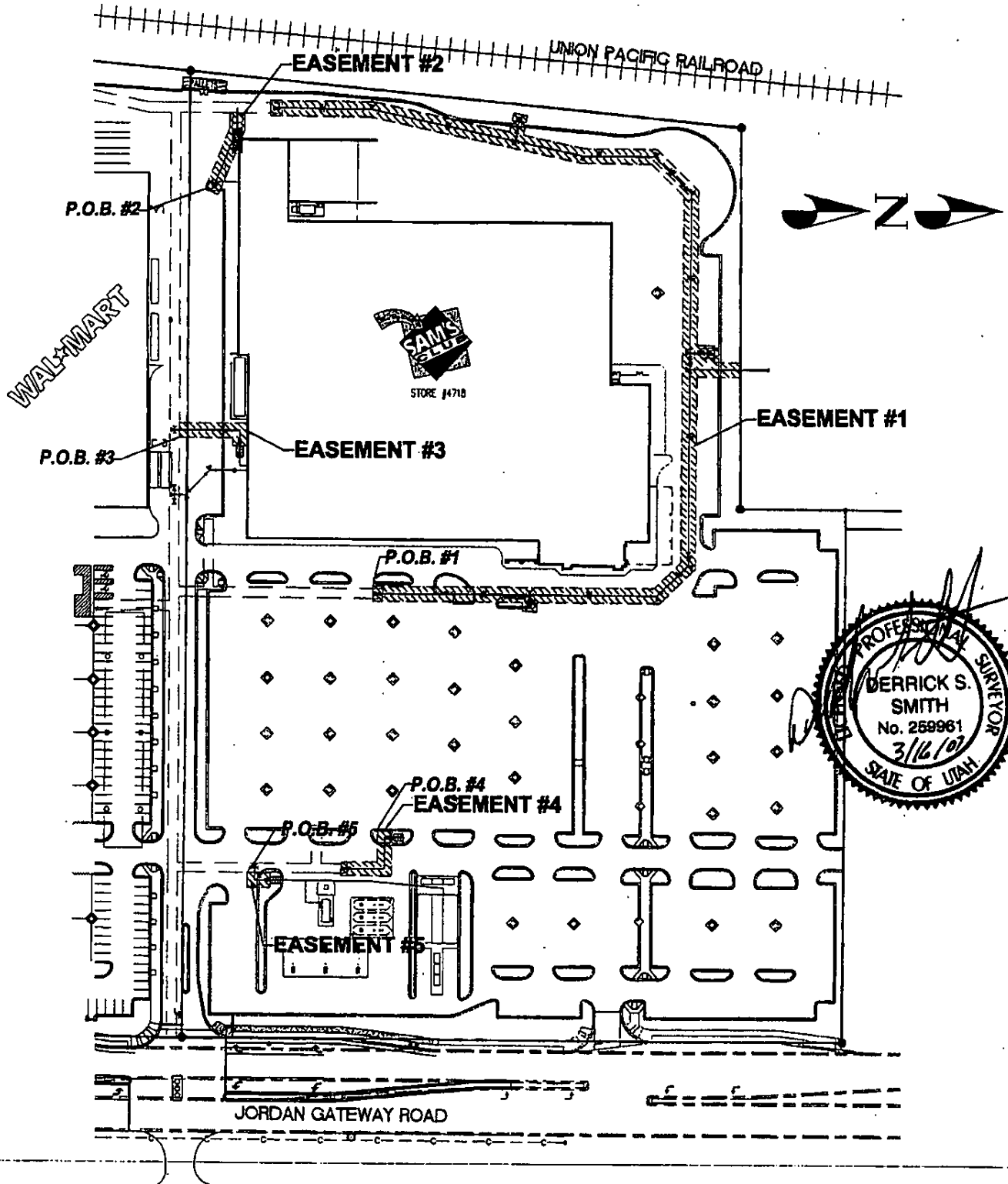
EASEMENT #5

Beginning at a point which is North 00°20'38" East, along the section line 886.03 feet and South 89°39'22" East, 374.91 feet from the Center of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and running thence North 00°18'01" East, 15.00 feet; thence South 89°41'59" East, 0.21 feet; thence North 00°18'01" East, 8.50 feet; thence South 89°41'59" East, 15.00 feet; thence South 00°18'01" West, 23.50 feet; thence North 89°41'59" West, 15.21 feet to the point of beginning.

Easement contains: 356 Sq. Ft. or 0.01 Acres

Basis of bearing for this description is North 00°20'38" East, from the Center section to the North quarter corner of Section 24, Township 3 South, Range 1 West, Salt Lake Base & Meridian.

WATER EASEMENT EXHIBIT SOUTH JORDAN SAM'S CLUB



PEPG ENGINEERING, L.L.C. <small>421 W. 12300 S #400 • DRAPER, UT 84020 PH: (801) 562-2521 • FAX: (801) 562-2551</small>		
MARCH 15, 2007 <small>PLOT DATE</small>	6108.0411 <small>PROJECT NUMBER</small>	water_easement.dwg <small>DRAWING FILE</small>