

10095118

WHEN RECORDED, MAIL TO:
Utah Department of Transportation
Right of Way, Fourth Floor
Box 148420
Salt Lake City, Utah 84114-8420

10095118
05/10/2007 09:07 AM \$0.00
Book - 9462 Pg - 3688-3690
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
UT ST-DEPT OF TRANSPORTATION
BOX 148420 ATT: JR BAIRD
SLC UT 84114-8420
BY: ZJM, DEPUTY - WI 3 P.

Tax ID. No's. 27-17-176-009
& 27-17-176-010

Easement
(CORPORATION)
Salt Lake County

Parcel No. 0151:006:E
Project No. *HHP-0151(2)0

New Albertson's, Inc.

a corporation of the State of Delaware Grantor,
hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION,
at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the
sum of One Dollar, a perpetual easement, upon part of an entire tract of property, being part
of Lot 2, Albertson's 10400 South Subdivision, a subdivision situate in the SE¼NW¼ of
Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake
County Utah, for the purpose of constructing and maintaining thereon public utilities and
appurtenant parts thereof including, but not limited to ATMS Fiber Optic conduit, electrical
service transmission lines, culinary and irrigation water facilities; and highway
appurtenances including, but not limited to, slopes, street lighting facilities and traffic
information signs. The boundaries of said part of an entire tract are described as follows:

Beginning at the intersection of an easterly boundary line of said Lot 2 and the southerly
right-of-way line of said project, which point is 6.25 feet South along said easterly boundary
line from the northeast corner of said Lot 2; and running thence N. 86°03'17" W. 92.04 feet
along said right-of-way line to the northerly boundary line of said Lot 2, to a point 52.66 feet
perpendicularly distant southerly from the centerline of said project, opposite approximate
Engineers Station 100+03.57; thence South 10.02 feet; thence S. 86°03'17" E. 92.04 feet
to an easterly boundary line of said Lot 2; thence North 10.02 feet along said easterly
boundary line to the point of beginning.

The above described part of an entire tract contains 920 square feet in area, or 0.021
acres, more or less.

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CORPORATION RW-09CS (12-01-03)

BK 9462 PG 3688

EASEMENT ADDENDUM

Grantor: New Albertson's Inc., a Delaware corporation

Grantee: Utah Department of Transportation

Instrument Date: _____, 2007

Anything in this instrument to the contrary notwithstanding, Grantee by recording this instrument and/or exercising the rights herein granted agrees to the following conditions:

(a) The easement(s) herein granted are subject to all easements and encumbrances of record and are non-exclusive provided later granted easements shall be subject to Grantee's rights and uses.

(b) All lines, equipment and their related components and supports placed within the described easement area(s) by Grantee, or Grantee's agents or contractors, pursuant to this instrument ("Grantee's Property") shall remain the property of Grantee.

(c) Grantor and its successors and assigns retain the right to full use of the surface of the described easement area(s) except where Grantee has placed Grantee's Property, provided, however, Grantor will not erect any building or major structure within the described easement area(s).

(d) Grantee shall at all times safely operate and maintain Grantee's Property within the described easement area(s).

(e) Grantee shall not in the exercise of the within easement(s) unreasonably interfere or obstruct Grantor, or Grantor's agents or contractors, in the location or construction of any buildings located in the area adjoining the described easement area(s), or unreasonably interfere with any business of Grantor. Nothing in this Paragraph (e), however, shall allow Grantor or Grantor's agents or contractors unreasonably interfere with Grantee's rights to construct, operate and maintain Grantee's Property hereunder.

(f) The Easement(s) are granted in an "As Is" condition with all faults, including both latent and patent defects.

(g) After recording this instrument, Grantee shall provide Grantor with the date, instrument number, book and page of recording.