

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

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 12/22/2010 01:39 PM \$0.00
 Book - 9891 Pg - 5695-5707
GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 FOUNDERS TITLE
 746 E WINCHESTER ST STE 100
 SLC UT 84107
 BY: SAM, DEPUTY - WI 13 P.

EASEMENT AGREEMENT

Salt Lake County

Affecting Tax ID. No. 27-24-251-010
 Parcel No. 15-7:361:ZE
 Project No. SP-15-7(156)293

Wal-Mart Stores, Inc., a Delaware corporation ("Grantor"), hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION ("Grantee"), having an address at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the sum of Ten (\$10.00), Dollars, and other good and valuable considerations,

a perpetual, non-exclusive easement in gross upon part of an entire tract of property situate in the SE1/4NW1/4 of Section 24, T. 3 S, R, 1 W, S.L.B. & M., in Salt Lake County, Utah, described below as the Easement Area for the purpose of ingress and egress and for demolishing the existing post and panel noise/screen wall ("Existing Wall") located within the Easement Area (defined below) and for constructing, maintaining, repairing and/or replacing a retaining/privacy wall and appurtenant parts thereof in accordance with the plans attached hereto as Exhibit "A" (the "Retaining/Privacy Wall") as part of the railroad re-alignment to facilitate the construction of 11400 South Street known as Project No. SP-15-7(156)293 (the "Easement").

The boundaries of said parts of the entire tract are described as follows (the "Easement Area"):

Beginning at a point in the easterly right of way line of the Union Pacific Railroad and the westerly boundary line of said entire tract, which point is 439.28 feet N.89°46'11"W. along the south line of said SE1/4NW1/4 of Section 24 and 824.18 feet N.00°13'49"E. from the Center Quarter Corner of said Section 24, said point also being 818.22 feet perpendicularly distant northerly from the design line of 11400 South Street of Project No.SP-15-7(156)293 opposite approximate engineer station 278+53.05, and running thence N.05°34'15"E. along said easterly right of way line 54.93 feet to a point 873.03 feet perpendicularly distant northerly from said design line; thence S.84°25'45"E. 10.00 feet to a point 872.39 feet perpendicularly distant northerly from said design line; thence S.05°34'15"W. 54.05 feet to a point 818.45 feet perpendicularly distant northerly from said design line, opposite approximate engineer station 278+63.09; thence N.89°25'52"W. 10.04 feet to the point of beginning.

The Easement Area contains 545 square feet in area or 0.013 acre more or less. A depiction of the Easement Area is attached hereto and by this reference incorporated herein as Exhibit "B." Such depiction is included for ease of reference and visualization only. In the event of any

conflict between the depiction shown on Exhibit "B" and the legal description of the Easement Area set forth above, the legal description shall control.

Note: Basis of Bearing for this description is N. 89°46'11" W. between the West Quarter Corner and the Center Quarter Corner of Section 24, T. 3 S, R. 1 W, S.L.B. & M.

This Easement shall run with the Easement Area and shall be binding upon the Grantor and the Grantor's successors, heirs and assigns. Grantee may allow the Utah Transit Authority to utilize the Easement Area, but Grantee shall remain liable to Grantor for all of Grantee's obligations under this Easement Agreement. Grantee may assign its entire interest in this Easement Agreement to the Utah Transit Authority so long as the Utah Transit Authority assumes in writing all obligations of Grantee under this Easement Agreement. Grantee shall provide Grantor with a copy of any such assignment along with contact information for the Utah Transit Authority. Grantee may not otherwise assign its interest in the Easement or this Easement Agreement without Grantor's prior written consent, which may not be unreasonably withheld, and any attempt by Grantee to assign such interest without Grantor's prior written consent shall be null and void.

Grantee shall, at its own expense, demolish the Existing Wall within the Easement Area and construct, install, and maintain the Retaining/Privacy Wall and appurtenant parts thereof and shall utilize the Easement Area in accordance with all federal, state, and local laws and regulations applicable thereto. In furtherance and not in limitation of the foregoing, the parties agree that in the event Grantee conducts any earth-disturbing activities pursuant to this Easement Agreement on the Easement Area, it shall comply with all federal, state or local laws, regulations, ordinances, permits or other authorizations, 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.*, the NPDES General Permit for Stormwater Discharges from Construction Activities (the "EPA General Permit"), and the UPDES Storm Water General Permit for Construction Activities, UTR300000 (the "Utah General Permit") (collectively the "Storm Water Requirements"). Grantee agrees to assume exclusive Operational Control for any earth-disturbing work it performs under this Easement Agreement. "Operational Control" shall mean control over compliance with any Storm Water Requirement, including but not limited to construction plans and specifications, and the ability to make modifications to those plans and specifications, or day-to-day Operational Control of those activities necessary to ensure compliance. Grantee shall achieve final stabilization, as that term is defined in the Utah General Permit, and otherwise comply with all requirements of the Utah General Permit prior to terminating permit coverage on the Easement Area.

Grantee shall comply with any and all applicable federal, state, and local laws, regulations, and orders applicable to Grantee, including but not limited to, those governing the employment of its workers.

Grantee shall comply with all requirements and specifications of all applicable utility and similar providers (sanitary sewer, water, storm sewer, electric services, telephone, cable and other utility providers), and governmental authorities while Grantee uses the Easement Area.

Grantee understands that the Easement Area may cross utility facilities, including without limitation water, sewer and drainage facilities, and easements now in existence or hereafter created, and Grantee shall exercise commercially reasonable care in order to avoid any damage to or interference with any of these existing facilities and easements due to Grantee's actions or omissions. Grantor reserves unto itself forever the right to grant other easements along or across the Easement Area, so long as such uses do not prevent Grantee's use of the Easement Area for the limited purposes herein granted.

Grantee's use of the Easement Area shall be accomplished so as to cause a minimum of interference with other activities on the Easement Area or the adjacent property owned by Grantor. Grantee shall not block with truck deliveries servicing Grantor's improvements or the improvements located on the property adjacent to Grantor's property, which are currently operated as a Sam's Club. Grantee shall only access the Easement Area from the west or from the temporary easement (while it exists) granted to Grantee by Grantor on or about the date hereof pursuant to a separate agreement.

Grantee shall protect in place all improvements (other than landscaping) located upon the Easement Area, including those improvements cross-hatched on the site plan entitled "UDOT Wall Concerns" attached hereto as Exhibit "C" (the "Easement Area Site Plan"). If any such improvement is inadvertently damaged by Grantee, then Grantee shall restore such improvement to as near its condition that existed prior to Grantee's use of the Easement Area as possible. If any landscaping is damaged by Grantee's use of the Easement Area, then Grantee shall restore it to as near its condition that existed prior to Grantee's use of the Easement Area as is reasonably possible.

Grantee shall not allow any Hazardous Materials to enter the Easement Area or the adjacent property owned by Grantor (except that Grantee may use asphalt typically used in commercial shopping centers even though such asphalt may be deemed a Hazardous Material). "Hazardous Materials" shall mean those materials, substances, wastes, pollutants or contaminants which are deemed to be hazardous, toxic or radioactive and shall include but not be limited to those substances defined as "hazardous substances," "hazardous materials," "hazardous wastes," or other similar designations in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Hazardous Materials Transportation Act 49 U.S.C. § 1801 et seq., and any other federal, state or local governmental statutes, laws, codes, ordinances, rules, regulations and precautions, or by common law decision, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) petroleum products or byproducts, or petroleum, including crude oil or any fraction thereof, or natural gas, natural gas liquids, liquefied natural gas, synthetic gas or mixtures of synthetic gas and natural gas, (iii) asbestos and (iv) polychlorinated biphenyls.

Grantor reserves unto itself forever the right to cross over or under the Easement Area, but Grantor shall not unreasonably do so while Grantee is performing construction activities upon the Easement Area. Grantor reserves unto itself forever the right to construct or permit to be constructed additional lighting, landscaping, utility service facilities, including without limitation power, gas, water, and sewer facilities, fire hydrants, irrigation and drainage facilities, signage, parking facilities, including without limitation curb and gutter, and other improvements upon or

under the Easement Area if the additional improvements do not interfere with the use of the Easement Area by Grantee.

Grantee covenants and agrees to indemnify and hold Grantor harmless from and against any and all damages, claims, actions, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from the acts of Grantee, its contractors or agents, arising out of the use of the Easement Area herein granted. Grantee's obligation to indemnify Grantor under this Easement Agreement is limited to the dollar amounts stated in the Utah Governmental Immunity Act (the "Act") and Grantee does not waive any provision of the Act. The indemnity set forth in this paragraph shall be in addition to, and not in limitation of, any rights Grantor may have against Grantee at law or in equity.

Nothing contained in this Easement Agreement shall be deemed to be a gift or dedication of any portion of the Easement Area to the general public.

This Easement Agreement may be executed in one or more counterparts that in the aggregate shall constitute one and the same instrument.

[Signatures on Following Page]

The parties have executed this Easement Agreement as of November 9, 2010

GRANTOR:

WAL-MART STORES, INC.,
a Delaware corporation

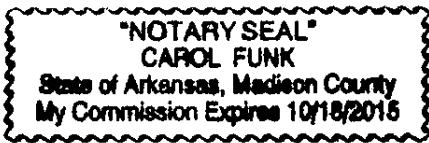
By: [Signature]

Name: Nick Goodner

Title: Director - Realty Management [Signature]

STATE OF ARKANSAS
County of Benton

On the 9th day of November, 2010, personally appeared before me Nick Goodner, the Director of Wal-Mart Stores, Inc., a Delaware corporation, the signer(s) of the Easement Agreement set forth above, who duly acknowledged to me that they executed the same.



[Signature]
NOTARY PUBLIC

Residing at: MADISON COUNTY

GRANTEE:

UTAH DEPARTMENT OF TRANSPORTATION

By: [Signature]
Lyle McMillan, UDOT Director of Right of Way

STATE OF UTAH
County of SALT LAKE

On the 18th day of NOVEMBER, 2010 personally appeared before me Lyle McMillan, the UDOT Director of Right of Way, the signer(s) of this Easement Agreement for UDOT who duly acknowledged to me that they executed the same.

[Signature]
NOTARY PUBLIC

Residing at: SALT LAKE

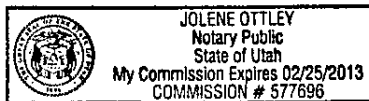
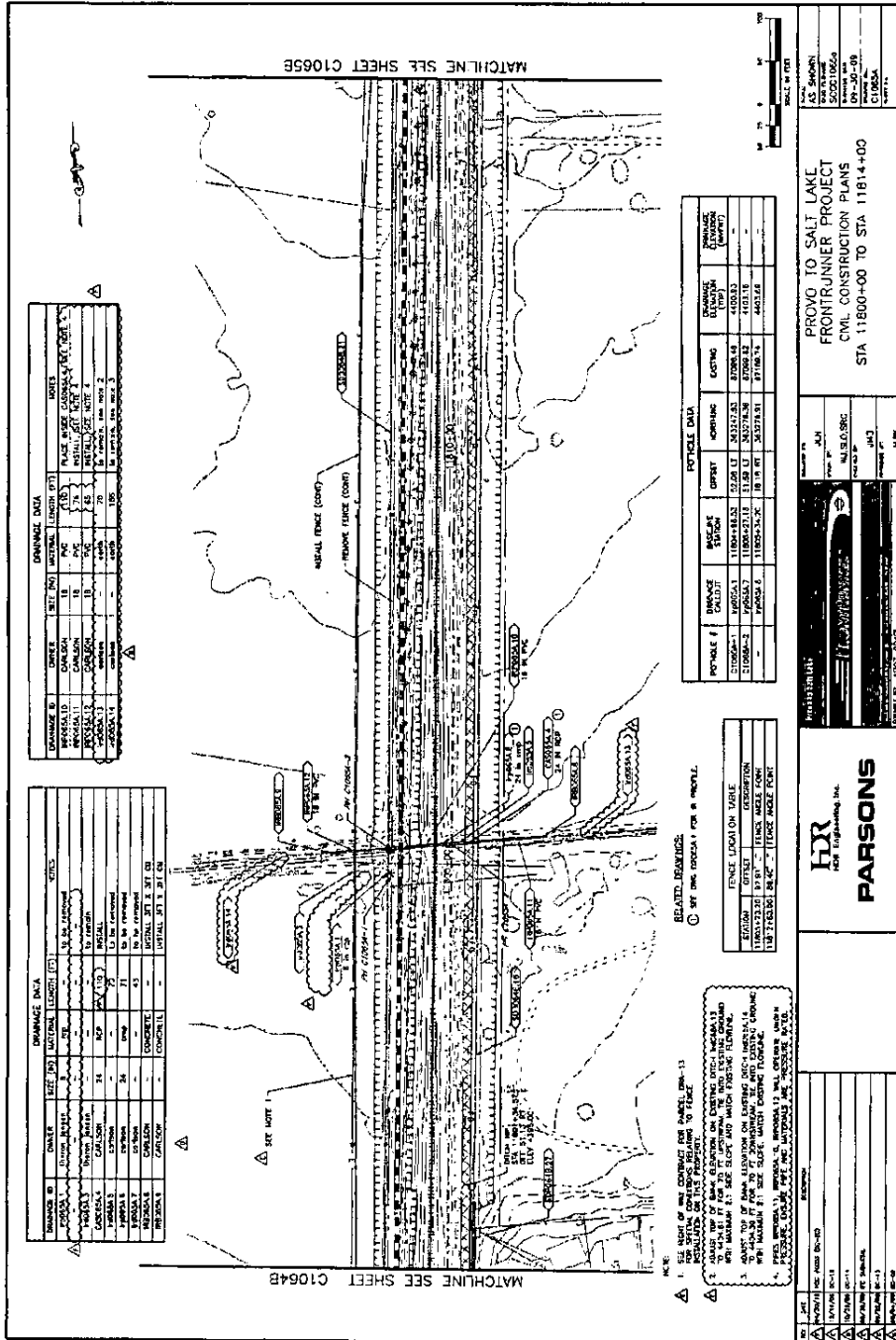
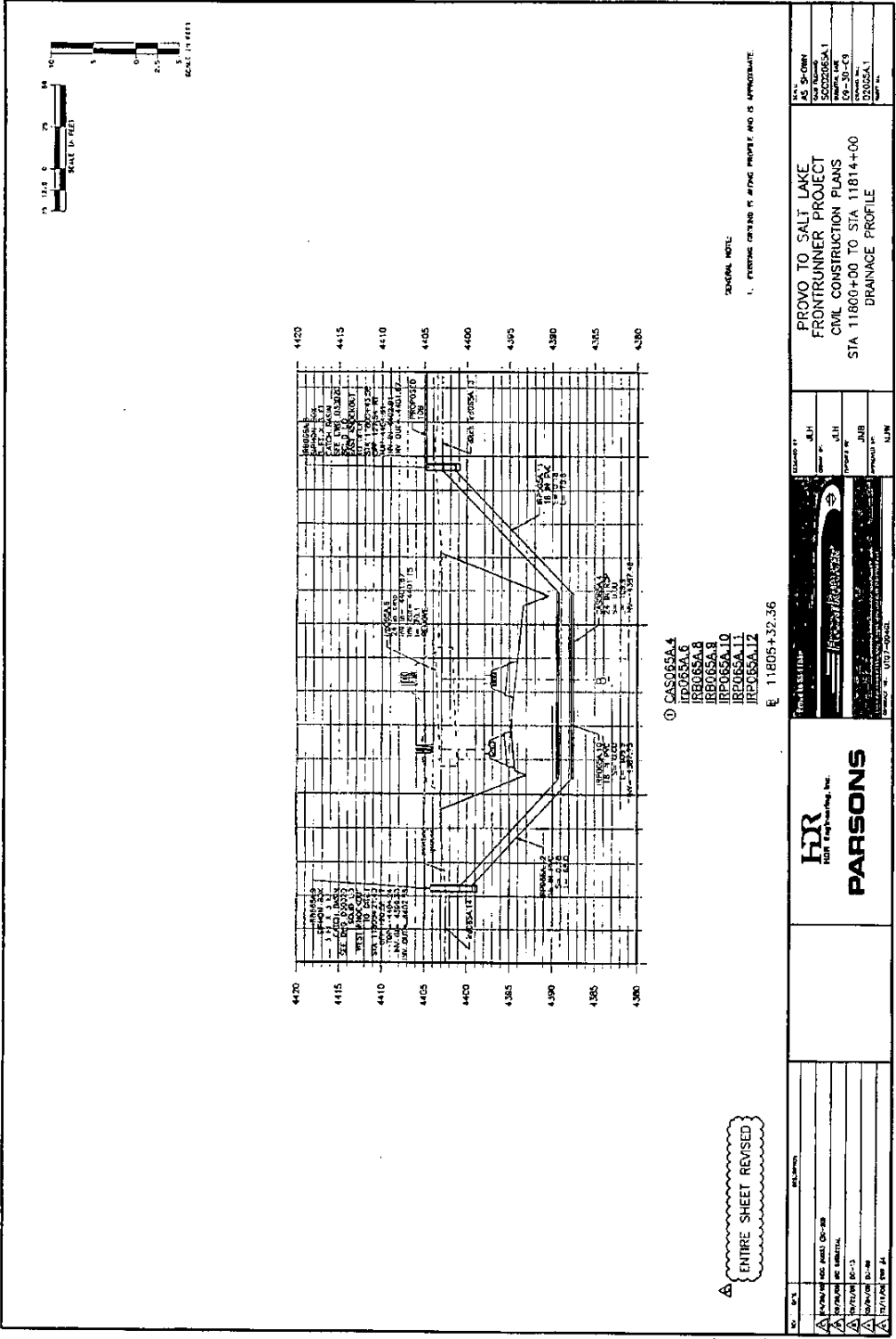


EXHIBIT "A"

PLANS FOR RETAINING/PRIVACY WALL



DMWEST #7745131

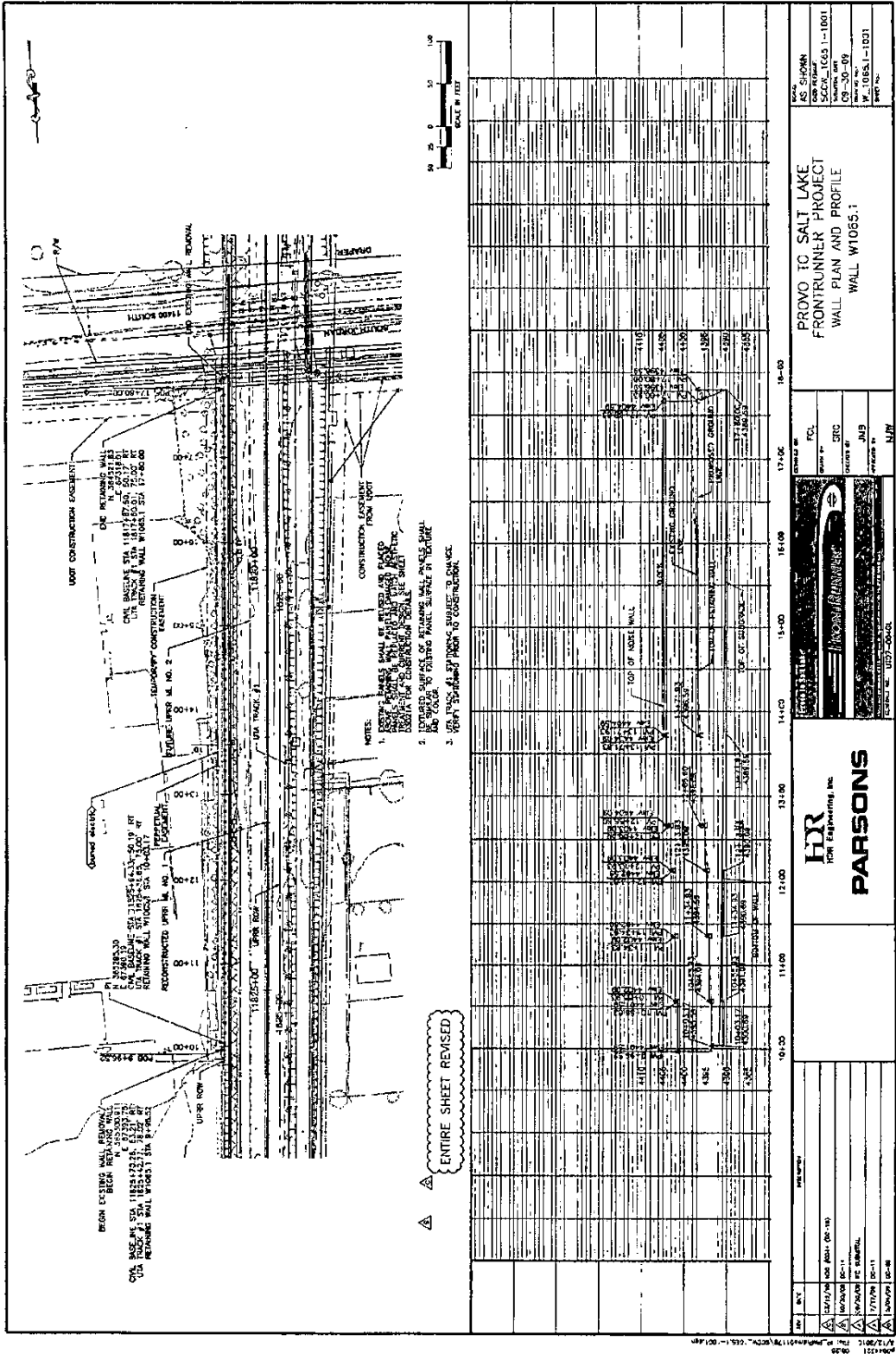


ENTIRE SHEET REVISED

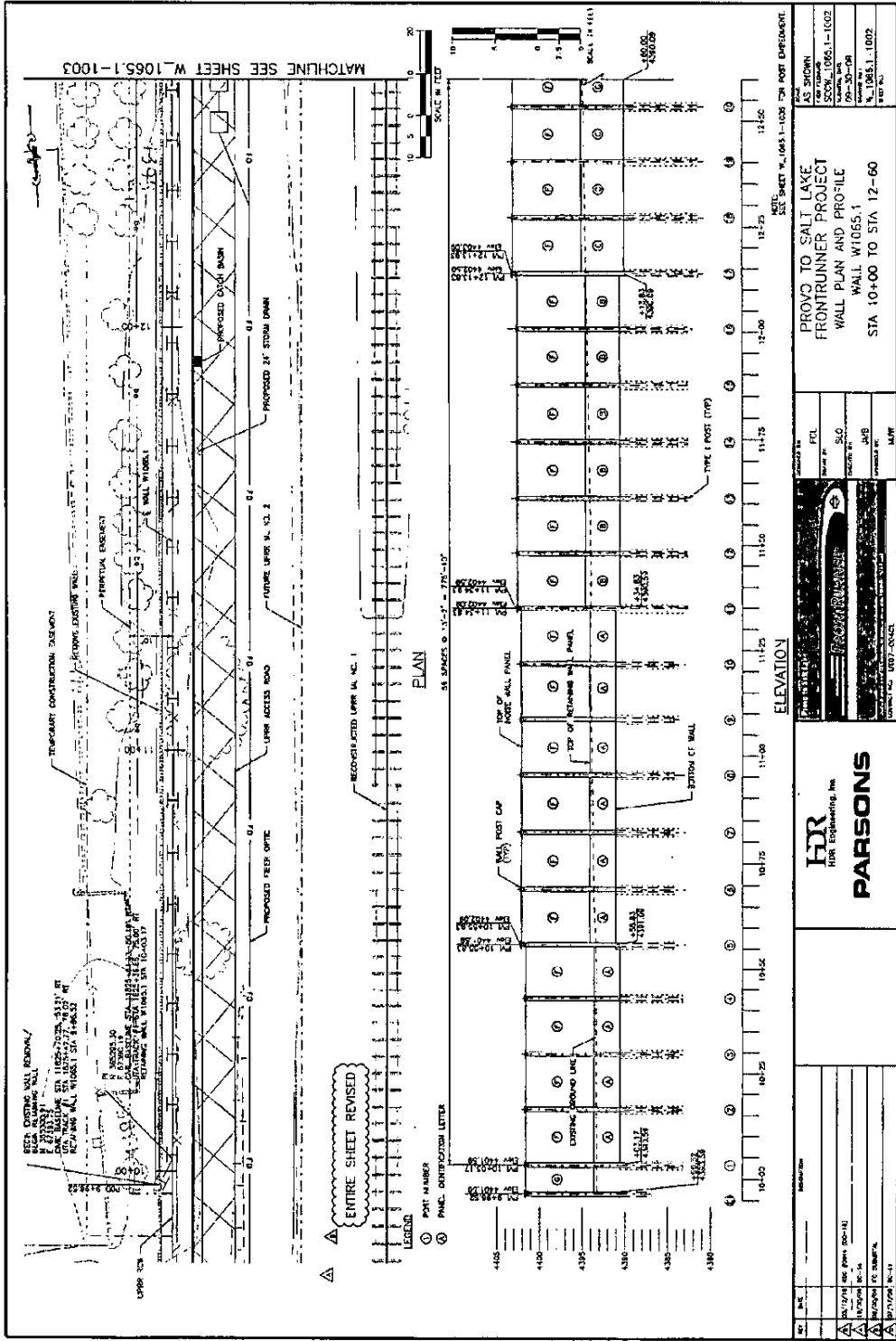
NO.	DATE	BY	DESCRIPTION
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9	11/05/12	JMB	AS SHOWN
10	11/05/12	JMB	AS SHOWN
11	11/05/12	JMB	AS SHOWN
12	11/05/12	JMB	AS SHOWN



PROVO TO SALT LAKE FRONTRUNNER PROJECT CIVIL CONSTRUCTION PLANS STA 11800+00 TO STA 11814+00 DRAINAGE PROFILE



DMWES. 11/15/09



DMWEST #117513143

EXHIBIT "B"

DEPICTION OF EASEMENT AREA

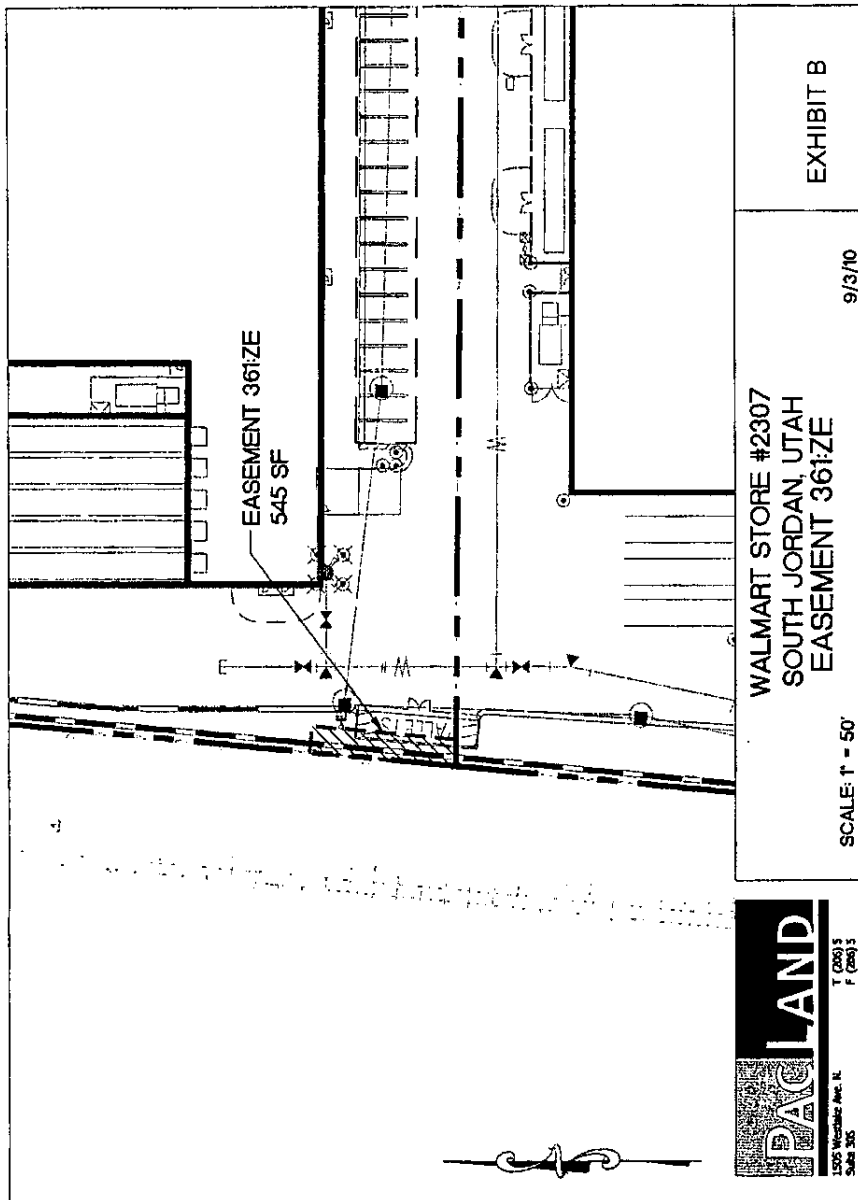


EXHIBIT "C"

EASEMENT AREA SITE PLAN

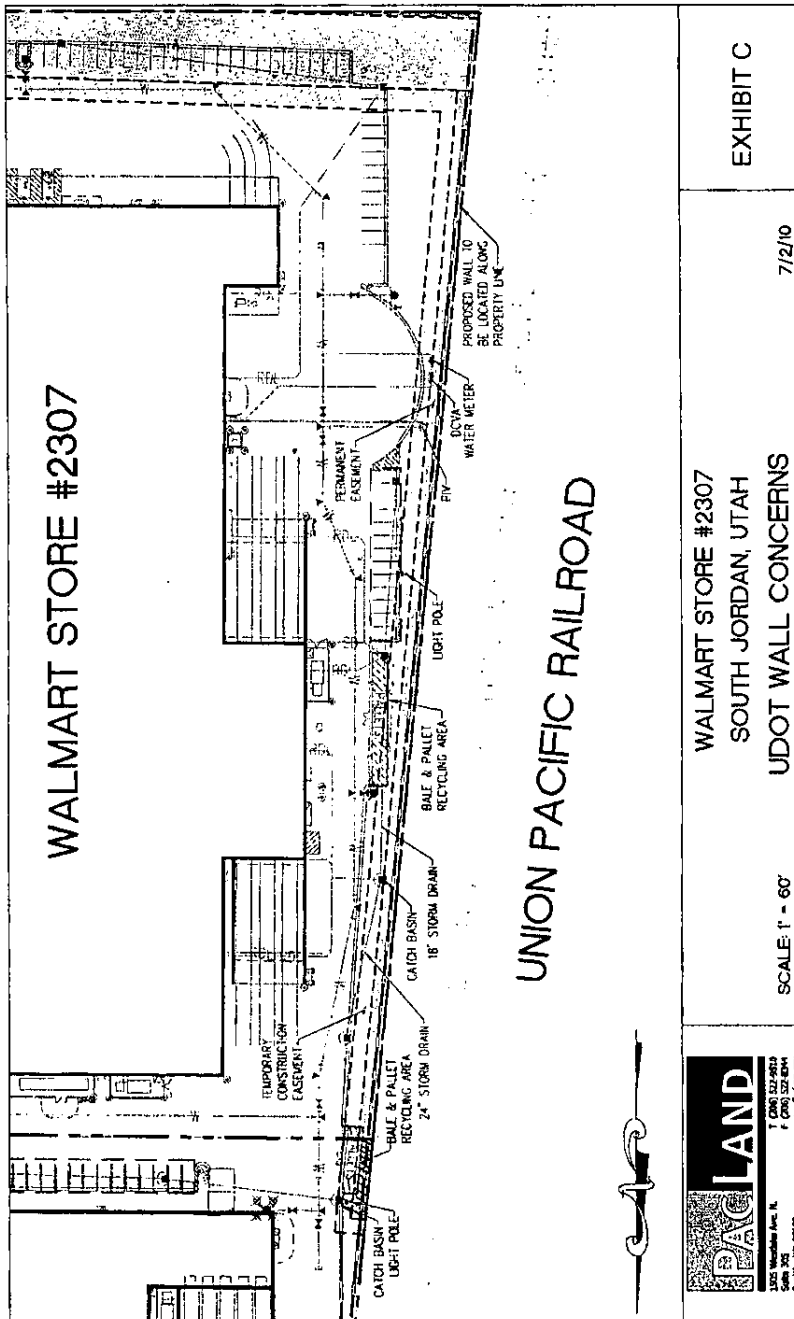
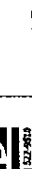


EXHIBIT C	WALMART STORE #2307 SOUTH JORDAN, UTAH	7/2/10
SCALE: 1" = 60'	UDOT WALL CONCERNS	
 <p>2345 Westville Ave. N. PO Box 122494 Salt Lake City, UT 84112 www.paciland.com</p>		