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CAROL DEAN PAGE, DAVIS CNTY RECORDER
1997 FEB 3 7:35 AM FEE .00 DEPT NT
REC'D FOR KING & KING, ATTORNEYS AT LAW

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Recorded at Request of KING & KING, Attorneys at Law, Kaysville, Utah
at _____ M. Fee Paid \$ _____ by _____
Dep. Book _____ Page _____ Ref: _____

EASEMENT

SMITH'S FOOD & DRUG CENTERS, INC. a Delaware Corporation, successor in interest by merger **SMITH'S FOOD KING PROPERTIES, INC.**, Grantor, hereby conveys and warrants to **NORTH DAVIS COUNTY SEWER DISTRICT**, its successors in interest and assigns, Grantee, for the sum of One Dollar (\$1.00) and other good and valuable consideration, a permanent easement and right-of-way for the construction, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of an underground sewer pipeline and associated facilities related thereto, on, over, under and across real property located in Davis County, State of Utah, and described as follows:

A 30-foot wide permanent easement lying 15 feet on each side of the following described centerline: Beginning at a point located on the South right-of-way line of the Union Pacific Railroad said point being 1736.68 feet North 89° 54' 40" East and 15 feet North of the West Quarter corner of Section 20, Township 4, North, Range 1 West, of the Salt Lake Base and Meridian, and running thence South 89° 54' 40" West 1469.50 feet parallel and 15 feet North of the North right-of-way line of the Layton Sugar Factory Spur Track; thence South 44° 54' 40" West 91.93 feet more or less to a point 15 feet perpendicular to the South right-of-way line of the Layton Sugar Factory Spur Track, thence South 89° 54' 40" West 135 feet more or less to the East right-of-way of a Davis County road, excluding portions lying within the existing Layton Sugar Factory Spur Track right-of-way.

Also a 20-foot wide temporary construction easement lying Northerly and Southerly as shown on the attached Exhibit "A", parallel and adjacent to the permanent easement which will vacate upon completion of initial construction.

Said Easement is depicted on Exhibit "A" attached hereto and by reference made a part hereof.

KING & KING
LAWYERS
330 NORTH MAIN
P.O. BOX 320
KAYSVILLE, UTAH 84037

<u>County Serial No.</u>	<u>Acreage</u>	<u>Easement</u>
10-067-0071	1.134	30-foot permanent
10-067-0022	0.774	20-foot temporary construction
10-069-0053		

Together with all necessary and reasonable rights of ingress and egress and the right to excavate and refill ditches and trenches for the location, installation and repair of the above-mentioned facilities and to remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of said underground facilities. Following any entry made under the terms of this easement by Grantee, its agents or assigns, Grantee hereby agrees that it will restore the above-described premises to the condition existing prior to said entry, insofar as practicable.

The temporary easement shall remain in force for a period of one (1) year beyond the completion date as specified within the Contract Documents as agreed to by the Contractor selected to construct said pipeline. Upon termination of said one (1) year guarantee period the temporary easement shall be dissolved.

The Grantor reserves the right to occupy and use said property for all purposes not inconsistent with the rights herein granted. Neither Grantor nor its successors shall build or construct over or across said permanent easement and right-of-way any building or other improvement, nor change the contour thereof without the prior written consent of the Grantee.

This Easement is subject to the provisions of Easement Addendum marked Exhibit "B", attached hereto and by reference made a part hereof.

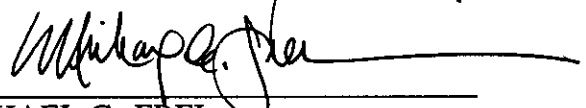
The officer who signs this Easement hereby certifies that this Easement and the transfer represented thereby was duly authorized by the Grantor and that said officer had authority to sign for and on behalf of Grantor.

IN WITNESS WHEREOF, the Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officer this 28th day of January, 1997.

SMITH'S FOOD & DRUG CENTERS, INC.

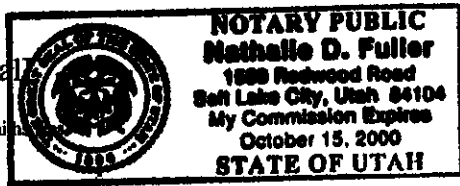
ACCEPTED BY GRANTEE:

By: 

By: 
 MICHAEL C. FREI
 Senior Vice-President and
 General Counsel

STATE OF UTAH)
(ss.
COUNTY OF SALT LAKE)

On the 28 day of January, A.D. 1997, personally appeared before me MICHAEL C. FREI, who being by me duly sworn did say, that he is the Senior Vice President and General Counsel of SMITH FOOD & DRUG CENTERS, INC. and that the within and foregoing instrument was signed in behalf of said corporation and he acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.



[Seal]
N:Sm

Nathalie D Fuller
NOTARY PUBLIC
Residing at: SL County ¹⁵
My Commission Expires: 10-15-97 2000



MONTGOMERY WATSON

Salt Lake City, Utah

SUGAR STREET (DAVIS COUNTY ROAD 1200 WEST)

E 1301955 F 2091 P 4

LAYTON CITY

SMITHS FOOD KING PROPERTIES INC. (25.205 DC)

W. R. PROPERTIES LAYTON INC. (15.334 DC)

STEVEN WILLIAMS (16.58 DC)

30'-0" PERMEMENT EASEMENT

15'

PROPOSED SEWER LINE

LAYTON SUGAR FACTORY SPUR

30' PERMEMENT EASEMENT

20' TEMPORARY EASEMENT

NORTH DAVIS COUNTY SEWER DISTRICT SOUTH RELIEF SEWER PHASE NO. 1

EXHIBIT A

NO SCALE



EASEMENT ADDENDUM

Notwithstanding anything to the contrary contained in the Easement dated January 28, 1997, to which this Addendum is attached, the following provisions shall apply. Grantee, by recording the Easement or otherwise relying on same, shall be deemed to have accepted the provisions of this Addendum.

1. Grantee shall maintain the lines and related equipment in good order and repair and in a proper operating condition. The lines within the Easement shall be underground. Any graffiti on any above ground facilities or structures shall be removed by Grantee within 24 hours following notice.
2. Grantee agrees that all work within the Easement area or in connection with this Easement shall be done in a manner so as to minimize interference with the operations of, and public access to, Grantor's business operations.
3. Grantee hereby releases Grantor and shall indemnify, defend and save Grantor (and its respective successors, assigns, tenants and subtenants) harmless from, and defend them against, any and all liability and damages arising out of Grantee's construction, maintenance, repair and/or inspection of the utility lines and related equipment installed within the Easement area. Furthermore, Grantee agrees to indemnify, defend and hold harmless Grantor from and against any action, claim, damage or liability for personal or bodily injury or property damage sustained by any employee or agent of the Grantee while on or about the Easement area for any of the purposes described herein or for any other purpose within the scope of its employment or agency. Grantee understands that the foregoing indemnity applies to any condition which may be encountered while on Grantor's premises and to any negligence of Grantor or its employees or agents, but shall not apply to Grantor's intentional acts or wilfull misconduct.
4. Grantor reserves the right to allow other utility lines to be installed across and within the Easement Area, provided such installation does not interfere with the installation, maintenance, repair and operation of or endanger, the utility lines and related equipment of Grantee.
5. No existing utility lines shall be relocated by Grantee without Grantor's consent to the proposed new location.

EXHIBIT B