

RETURNED
FEB 29 2000

E 1577691 B 2620 P 387
SHERYL L. WHITE, DAVIS CNTY RECORDER
2000 FEB 29 1:49 PM FEE .00 DEP KM
REC'D FOR DAVIS COUNTY

When Recorded, Mail To:
David E. Adamson, P.E.
Davis County Public Works
650 North 1500 East
Fruit Heights, UT 84037

12 NSL Inrd Park A

2000-57

01-083-002040021

DRAINAGE EASEMENT (West Parcel)

ALBERTSON'S REALTY, INC., an Idaho corporation, Grantor, of 250 E. Parkcenter Boulevard, P.O. Box 20, Boise, Idaho 83726, hereby GRANTS unto the COUNTY OF DAVIS, a body corporate and politic of the state of Utah, 28 East State Street, Farmington, Utah 84025, Grantee, for the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, a non-exclusive easement and right-of-way for the construction, erection, operation, maintenance, repair, alteration, inspection, relocation, and replacement of water drainage systems or structures under and through Grantor's land (but in no event upon the surface) and for access thereto. The easements and rights-of-way hereby granted are located in the County of Davis, State of Utah, and are bounded and described as follows:

GRANTOR DESCRIBES WITH PARTICULARITY THE EASEMENT GRANTED BY THIS INSTRUMENT ON THE ANNEXED EXHIBIT A.

This easement and right-of-way grant includes the full right and authority to Grantee, its respective successors, assigns and their contractors, agents and employees, to enter at all times upon the said easement premises to survey, construct, repair, remove, replace, reconstruct, patrol, improve, enlarge, and maintain the utility lines installed within the easement. Grantee, at Grantee's cost, shall promptly restore the surface of any disturbed areas following construction or maintenance activities on the premises to the condition it was in prior to Grantee's activities.

Grantee agrees to indemnify Grantor and hold Grantor harmless from and against claims for wrongful death, personal injury or property damage, and attorneys fees incurred in connection therewith, related to Grantee's activities under this easement or upon the easement property.


Subject to the foregoing, Grantor retains and reserves the right to use the easement property for any and all purposes not inconsistent with the easement herein granted. Grantor reserves the

right to use the drain installed in the said easement and right-of-way for storm drainage to serve its adjacent property, described on the annexed Exhibit B.

Subject to easements, rights of way, conditions and covenants of record, enforceable at law or equity, or which would be disclosed by a thorough physical inspection of the property.

IN WITNESS WHEREOF, the said Grantor has caused this deed of easement to be subscribed by an authorized corporate officer, this 10 day of February, 2000.

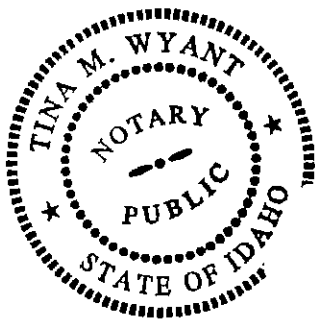
Albertson's Realty, Inc.,
an Idaho corporation


By: William H. Arnold
Its: Vice President

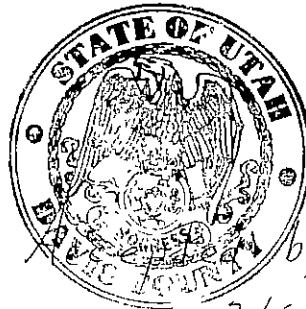
STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 8 day of February, 2000, before me, the undersigned, a Notary Public in and for said state, personally appeared **William H. Arnold**, known or identified to me to be the Vice President of **Albertson's Realty, Inc.**, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Tina M. Wyant
NOTARY PUBLIC for Idaho
Residing at Bowl, Id
My commission expires: 04/22/03



LRM

by Davis County
2/23/2000

CONSENT

Albertson's, Inc., a Delaware corporation, and the holder of a leasehold estate in the property affected by the Drainage Easement of which this Consent is a part, hereby consents to and approves of said Drainage Easement.

Albertson's, Inc.,
a Delaware corporation

C. Lee Mumford
By: C. Lee Mumford
Its: Vice President, Real Estate Law

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 8 day of February, 2000, before me, the undersigned, a Notary Public in and for said state, personally appeared **C. Lee Mumford**, known or identified to me to be the **Vice President, Real Estate Law, of Albertson's, Inc.**, the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Tina M. Wyant
NOTARY PUBLIC for Idaho
Residing at Boss Id
My commission expires: 04/02/03

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EXHIBIT A

West Storm Drain Easement Description:

That portion of the North 1030 feet of Lot 12 of the North Salt Lake Industrial Park Plat "A" as recorded with the Davis County Recorders office being a subdivision located in the Southwest Quarter and the Northwest Quarter of Section 2, Township 1 North, Range 1 West, and the Southeast Quarter of Section 3, Township 1 North, Range 1 West, and the Southwest Quarter of Section 35, Township 2 North, Range 1 West, Salt Lake Base and Meridian, more particularly described as follows: Beginning at a point North 87 °05'47" East 820.24 Feet, and North 72.51 feet, and East 33.86 feet, and North 564.38 feet, and East 50.00 feet, and South 574.00 feet from the Northwest Corner of Section 2, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said point being East 50.00 feet, and South 574.00 feet from the Northwest corner of Lot 12 of the North Salt Lake Industrial Park Plat "A" as recorded with the Davis County Recorders office: and running thence South 353.84 feet; Thence West 50.00 feet; Thence North 20.00 feet; Thence East 40.00 feet; Thence North 363.84 feet; thence East 10.00 feet; Thence South 30.00 feet to the point of beginning.

pt 01-083-0021

pt 12, NCL Ind Park A

CIVIL
BLT
2/8/00

EXHIBIT B

Lot 12 of the North Salt Lake Industrial Park - Plat A, as recorded with the Davis County Recorders office, being a subdivision located in the Southwest Quarter and the Northwest Quarter of Section 2, Township 1 North, Range 1 West, and the Southeast Quarter of Section 3, Township 1 North, Range 1 West, and the Southwest Quarter of Section 35, Township 2 North, Range 1 West, Salt Lake Base and Meridian, which property may also be described as follows: Beginning at a point East 853.04 feet from the Northwest corner of Section 2, Township 1 North, Range 1 West, Salt Lake Base and Meridian, Davis County, Utah, and running thence North 678.44 feet; thence East 1100.00 feet; thence South 3290.00 feet; thence West 1100.00 feet; thence North 2611.56 feet to the point of beginning.

EXCEPT FOR:

01-083-0020+0021

That portion of the North 1030 feet of said Lot 12 of the North Salt Lake Industrial Park - Plat A more particularly described as follows: Beginning at a point North $87^{\circ}05'47''$ East 820.24 feet, and North 72.51 feet, and East 33.86 feet, and North 564.38 feet, and East 50.00 feet from the Northwest Corner of Section 2, Township 1 North, Range 1 West, Salt Lake Base and Meridian, said point being East 50.00 feet from the Northwest corner of Lot 12 of the North Salt Lake Industrial Park Plat "A" as recorded with the Davis County Recorders office; and running thence East 1050.00 feet; thence South 574.00 feet; thence West 1050.00 feet; thence North 574.00 feet to the point of beginning.

CIVIL
BET
2/8/00