

2249821

EASEMENT BOOK 2668 PAGE 221

ALBERTSON'S, INC., a Nevada corporation, THE UNDERSIGNED, for and in consideration of Ten and No/100ths Dollars (\$10.00) in hand paid, the RECEIPT whereof is hereby acknowledged, hereby grants unto MURRAY CITY, a Municipal corporation of the State of Utah, GRANTEE, its successors and assigns, the right to erect, construct, maintain, operate and renew an Easement for a sanitary sewer line

_____ , but for no other purposes, upon, over and across the property owned by the UNDERSIGNED, which is described as follows:

A fifteen foot (15') easement lying seven and one-half feet (7-1/2') on either side of a center line described as follows:

Beginning at a point situated West 23.58 feet and North 00°34'30" East 944.00 feet from the Southeast corner of Lot 1, Block 10, Ten Acre Plat "A" Big Field Survey; and running thence South 89°24'00" West 373.00 feet, more or less, to the property line.

Situated in the County of Salt Lake, State of Utah.

It is further understood:

1. Albertson's, Inc., its successors, assigns, tenants, employees, agents and servants shall have the right of ingress, egress, paving and parking over said property above described.
2. The Grantee, its successors and assigns, shall at all times safely keep and maintain said Easement, and shall promptly repair, restore, resurface and re-stripe in the same condition any paving and parking lot striping or other improvements that are disturbed by any repair, maintenance or work on said property, and further, the Grantee shall save and hold harmless Albertson's, Inc. from any and all claims or liability for damages or injury to person or property arising out of the use, care, maintenance, location, construction, reconstruction or repair of said Easement.
3. The Grantee, its successors and assigns, shall not, in the use or the construction, reconstruction, operation, maintenance or repair of said Easement unreasonably interfere or delay any business of Albertson's, Inc., nor in any way interfere, obstruct or delay Albertson's, Inc., its successors and assigns, in the location, construction, reconstruction, maintenance or repair of its building or buildings located on the above described property, and if requested by Albertson's, Inc., Grantee will remove, relocate and replace its structures, improvements, property or equipment.
4. This grant is subject to any and all other easement or easements, or license or licenses Albertson's, Inc., its successors and assigns, has or may grant on its property.

THIS GRANT is and shall be binding upon and enure to the benefit of the successors and assigns of the Grantor.

IN WITNESS WHEREOF, These presents have been executed by the UNDERSIGNED this 11th day of June, 1962, at Boise, Idaho.



ALBERTSON'S, INC., a Nevada corporation

By: Paul W. Mouser
Vice President
T. J. Munson
Secretary

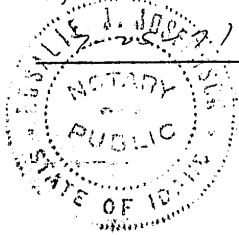
STATE OF IDAHO)
; ss.
County of Ada)

On this 11th day of June, 1968, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Paul W. Mouser and T. F. Munson to me known to be the Vice PRESIDENT and Secretary SECRETARY, respectively, of ALBERTSON'S, INC., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

Roselle J. Josephson
Notary Public in and for the State of Idaho
Residing at Boise, Idaho



Recorded JUN 21 1968 at 11:21 A.M.
Request of GRANTEE
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
\$ 3.00 By H. M. M. M. Deputy
Ref. 5461 So. State 84107

Filed _____
Indexed _____
Grantee _____
Grantor _____