

3958914

EASEMENT

Albertson's, Inc., a Delaware corporation, Grantor, hereby conveys and grants to Granger Hunter Improvement District, a corporation, Grantee, an easement on and across one sixteen foot strip of land in Salt Lake County, State of Utah, 8 feet either side of the following described centerline:

Beginning at a point N 0°09'50" W 40.00 feet and S 89°59'10" W 327.49 feet from the southeast corner of Section 26, T1S, R2W, SLB&M, said point also being on the Albertsons property boundary; thence N 4°47'28" E 233.69 feet; thence N 0°09'50" W 85.25 feet, at which point the line passes out of Albertsons property N 0°09'50" W 72.88 feet; then commencing again on a point on Albertsons property boundary and continuing N 0°09'50" W 209.62 feet to a point on Albertsons property boundary.

Said easement shall be for the purpose of allowing Grantee the right to excavate for, install, replace, maintain and use such underground sewer line as Grantee shall from time to time elect for conveying sewer, with necessary and proper valves and other appliances and fittings and devices necessary for use in connection with such sewer line, together with adequate protection therefor. In using such easement, Grantee shall not fence the strip and shall promptly backfill any trench made by it on the strip and repair any damage it shall do to Grantor's pavement or other improvements located on and within the easement. Grantor reserves the right to use the area within the easement for purposes which will not interfere with Grantee's full enjoyment of the rights granted hereby.

SUBJECT TO the Easement Addendum attached hereto, In witness whereof, Grantor has executed this instrument this 21st day of May, 1984.

ALBERTSON'S, INC.

By Thomas R. Saldin WFC
Thomas R. Saldin
Senior Vice President

Attest:
Minnie O. Armstrong
Minnie O. Armstrong
Secretary

No fee
Dyann Williams
JUN 25 10 32 AM '84
REC'D OF DEP
Granger Hunter Imp. Dist.

BOOK 5567 PAGE 1647
KATHLEEN DIXON
RECORDER
SALT LAKE COUNTY,
UTAH

EASEMENT ADDENDUM

Grantor: Albertson's, Inc.

Grantee: Granger Hunter Improvement District

Instrument Date: May 21, 1984

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). All lines shall be below the surface of the described easement area(s).

(d) Grantee shall at all times safely operate and maintain Grantee's Property within the described easement area(s) and shall promptly repair and restore to its prior condition any paving, parking lot striping or other improvements, except buildings, existing within the described easement area(s) which are disturbed by the construction or maintenance of Grantee's Property by Grantee, or Grantee's agents or contractors.

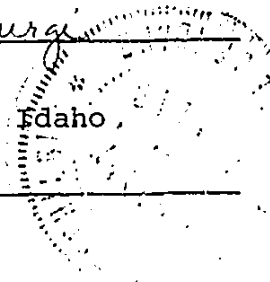
(e) Grantee shall not in the exercise of the within easement(s) unreasonably interfere or obstruct Grantor, or Grantor's agents or contractors, in the location or construction of any buildings located in the area adjoining the described easement area(s), or unreasonably interfere with any business of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

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

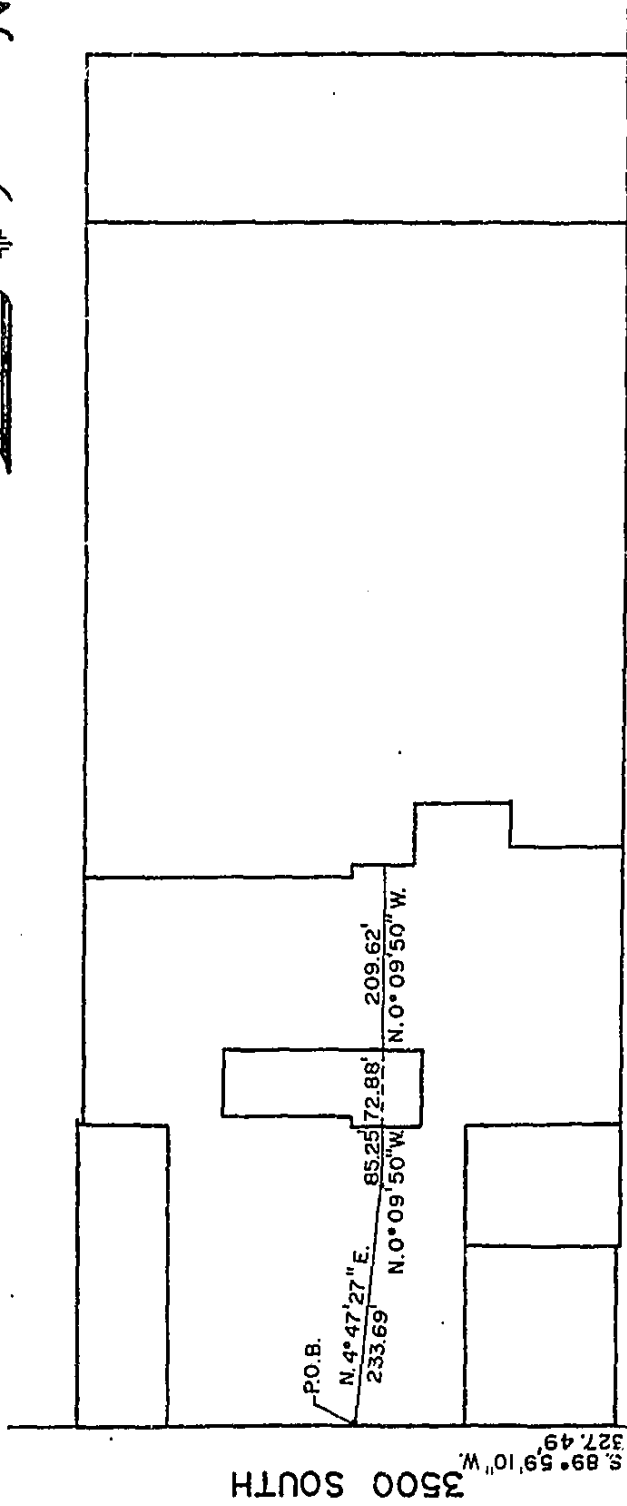
STATE OF ~~MINN~~ IDAHO)
 : ss.
COUNTY OF ADA)

On this 21st day of May, 1984, personally appeared before me Thomas R. Saldin and Minnie O. Armstrong, who being by me duly sworn did say, each of himself that he, the said Thomas R. Saldin is the Senior Vice President, and that she, the said Minnie O. Armstrong, is the Secretary of Albertson's, Inc., and that the within and foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Thomas R. Saldin and Minnie O. Armstrong each duly acknowledged to me that said corporation executed the same.

Shanda Tschirgi
Notary Public
Residing At: Boise, Idaho



Commission Expires:
5/1/88



5600 WEST

A CENTERLINE DESCRIPTION OF A
16-FOOT SANITARY SEWER LINE EASEMENT

S.E. CORNER OF
SECTION 26, T.1S.,
R.2W., S.L.B. & M.

Beginning at a point N 0° 09' 50" W 40.00 feet and S 89° 59' 10" W 327.49 feet from the southeast corner of Section 26, T1S, R2W, SLB&M, said point also being on the Albertsons property boundary; thence N 4° 47' 28" E 233.69 feet; thence N 0° 09' 50" W 85.25 feet, at which point the line passes out of Albertsons property N 0° 09' 50" W 72.88 feet; then commencing again on a point on Albertsons property boundary and continuing N 0° 09' 50" W 209.62 feet to a point on Albertsons property boundary.



ROLLINS, BROWN AND GUNNELL, INC.
PROFESSIONAL ENGINEERS

REC 55567 FILE 16-1-A