

666408

EASEMENT

Att JY37 nmc

THIS EASEMENT is made as of the 7th day of Feb, 1984, by and between Rocky Mountain Investment Company, a Utah partnership ("Grantor") and Albertson's, Inc., a Delaware corporation, and GFI Ltd. II, a Utah limited partnership (collectively "Grantee").

WITNESSETH, that for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants and conveys to Grantee for the use and benefit of that certain real property described in Schedule I attached hereto and incorporated herein by this reference a perpetual easement for the installation, operation, maintenance and replacement of an underground storm drainage system and appurtenant facilities in, under, through and across that certain real property located in the City of Bountiful, County of Davis, State of Utah and described in Schedule II attached hereto and incorporated herein by this reference ("Easement Area"), together with the right to enter in and upon Grantor's adjacent property for ingress and egress to and from the Easement Area for the purpose of exercising the rights and privileges granted herein.

All storm drainage lines, improvements and appurtenant facilities installed

- within the Easement Area by Grantee, its agents, contractors, subcontractors or employees, pursuant to this Easement shall remain the property of Grantee.
- Grantee shall at all times safely keep and maintain Grantee's property located within the Easement Area and shall promptly repair and restore to its prior condition any paving, parking lot striping, landscaping or other improvements existing within the Easement Area on the date of this Easement which are damaged or disturbed in the exercise of any of the rights and privileges granted herein.

Grantor retains the right to use the surface of the Easement Area except where Grantee has placed its property; provided, however, Grantor shall not erect any building or major structure within the Easement Area.

The provisions of this Easement shall constitute covenants running with the land and shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

WHEN RECORDED MAIL TO:

Lawyers Title
Attn: Sharon Rowe
Rocky Mountain States Office
Plaza North, Suite 412
5660 S. Syracuse Circle
Englewood, Colorado 80111

Recorded at request of: 864
Date: 12 12 1984
Time: 1:25 PM
By: Sharon Rowe, Deputy Bookkeeper
BLACK'S TITLE CO. NO. 1
CAROL DEAN PAGE Recorder Davis County
Fee Paid: \$14.50
Page: 857

In WITNESS WHEREOF, the Grantor has caused this Easement to be executed as of the date first above written.

Rocky Mountain Investment Company,
a Utah partnership

BY: 
General Partner

STATE OF Utah)
County of Davis) ss.

On this 7 day of February, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared [Signature] to me known to be a General Partner of Rocky Mountain Investment Company, the limited partnership that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

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

My commission expires:

6-7-87

[Signature]
Notary Public in and for the
State of Utah
Residing at Woodbury

Parcel No. 2:

Beginning at a point on the South right-of-way line of 500 South Street, said point being North $89^{\circ}48'05''$ East 110.00 feet from the Southeast corner of the intersection of Main Street and 500 South Street in Bountiful City, Utah, and said point of beginning also being South $89^{\circ}48'05''$ West 263.89 feet from the Northeast corner of Lot 4, Block "L", Bountiful Townsite Survey and running thence North $89^{\circ}48'05''$ East along said South line 158.52 feet; thence South $0^{\circ}10'30''$ East 121.04 feet; thence North $89^{\circ}49'30''$ East 178.36 feet; thence North $0^{\circ}10'30''$ West 9.30 feet; thence North $89^{\circ}48'05''$ East 81.525 feet to the West right-of-way line of 100 East Street; thence South $0^{\circ}10'30''$ East along said West right-of-way line 222.52 feet to an extension of the North line of Millstream Garden Apartments; thence North $87^{\circ}52'35''$ West along said extension and North line of said Millstream Garden Apartments 368.28 feet to the Northwest corner of said apartments; thence North $0^{\circ}43'18''$ East 1.52 feet to that certain old fence line described in Decree No. 61341, recorded in Book "F" of Decrees, Page 136 in the Davis County Recorders Office; thence West along said fence line 160.36 feet to the East line of Main Street; thence North $0^{\circ}11'05''$ West along said East line 207.32 feet; thence North $89^{\circ}48'05''$ East 110.00 feet; thence North $0^{\circ}11'05''$ West 110.00 feet to the point of beginning. Contains 128,404.36 square feet or 2.948 acres.

together with the following described real property:

Beginning at a point on the West right-of-way line of 100 East Street, said point being South $0^{\circ}10'30''$ East 111.80 feet from the Southwest corner of the intersection of 500 South Street and 100 East Street in Bountiful City, Utah, said point of beginning also being North $89^{\circ}48'05''$ East 154.515 feet and South $0^{\circ}10'30''$ East 111.80 feet from the Northeast corner of Lot 4, Block "L", North Millcreek Plat, Bountiful Townsite Survey, and running thence North $89^{\circ}48'05''$ East 19.30 feet to a point 1.0 foot West of a concrete sidewalk; thence South $0^{\circ}10'30''$ East parallel with and 1.0 foot perpendicularly distant Westerly from said sidewalk for a distance of 223.30 feet to an extension of the North line of Millstream Garden Apartments; thence North $87^{\circ}52'35''$ West along said extension 19.32 feet to the West right-of-way line of said 100 East Street; thence North $0^{\circ}10'30''$ West along said West right-of-way line 222.52 feet to the point of beginning. Contains 4303.1 square feet or 0.099 acre.

Parcel No. 3:

Beginning at a point on the South right-of-way line of 500 South Street, said point being North $89^{\circ}48'05''$ East 268.52 feet from the Southeast corner of the intersection of Main Street and 500 South Street in Bountiful City, Utah, and said point of beginning also being South $89^{\circ}48'05''$ West 105.37 feet from the Northeast corner of Lot 4, Block "L", Bountiful Townsite Survey, and running thence North $89^{\circ}48'05''$ East along said South line 149.36 feet; thence South $0^{\circ}10'30''$ East 111.80 feet; thence North $89^{\circ}48'05''$ East 29.00 feet; thence South $0^{\circ}10'30''$ East 9.30 feet; thence South $89^{\circ}49'30''$ West 178.36 feet; thence North $0^{\circ}10'30''$ West 121.04 feet to the point of beginning. Contains 18,353.93 square feet or 0.421 acres.

03-036-0013 Blk 2429

Parcel No. 4:

Beginning at a point on the South right-of-way line of 500 South Street, said point being North $89^{\circ}48'05''$ East 417.88 feet from the Southeast corner of the intersection of Main Street and 500 South Street in Bountiful City, Utah, and said point of beginning also being North $89^{\circ}48'05''$ East 43.99 feet from the Northeast corner of Lot 4, Block "L", Bountiful Townsite Survey, and running thence North $89^{\circ}48'05''$ East along said South line 110.525 feet to the Southwest corner of the intersection of 500 South Street and 100 East Street; thence South $0^{\circ}10'30''$ East along the West right-of-way line of said 100 East Street 111.80 feet; thence South $89^{\circ}49'30''$ West 110.525 feet; thence North $0^{\circ}10'30''$ West 111.80 feet to the point of beginning. Contains 12,356.695 square feet or 0.284 acres.

03-036-0014 Blk 29

and the following described real property:

Beginning at the Southwest corner of the intersection of 500 South Street and 100 East Street in Bountiful City, Utah, said point of beginning also being North $89^{\circ}48'05''$ East 154.515 feet from the Northeast corner of Lot 4, Block "L", North Millcreek Plat, Bountiful Townsite Survey, and running thence North $89^{\circ}48'05''$ East 19.30 feet to a point 1.0 foot West of a concrete sidewalk; thence South $0^{\circ}10'30''$ East parallel with and 1.0 foot perpendicularly distant Westerly from said sidewalk for a distance of 111.80 feet; thence South $89^{\circ}48'05''$ West 19.30 feet to the West right-of-way line of said 100 East Street; thence North $0^{\circ}10'30''$ West along said West right-of-way line 111.80 feet to the point of beginning. Contains 2157.7 square feet or 0.050 acres.

03-036-0014 Blk 29

SCHEDULE II

862

(Easement Area)

A strip of land ten (10) feet wide, five (5) feet on either side of the following described centerline:

Beginning at a point which is North 00° 28' 35" West 5.00 feet from the Southeast corner of the Rocky Mountain State Bank property, said point being 1,288.76 feet East and 411.18 feet South from the Northwest corner of Lot 4, Block "L", North Mill Creek Plat, Bountiful Townsite Survey in the City of Bountiful; thence West 217.85 feet parallel to the South boundary of the Rocky Mountain State Bank property; thence South 00° 28' 35" East within that certain Easement granted by Turtle Creek Shopping Center to Rocky Mountain Investment Company, a copy of which is attached to Right-of-Way Agreement recorded March 19, 1981, in Book 860, Page 984, as Entry No. 588295, Official Records of Davis County, Utah, a distance of 214 feet, more or less, parallel to the west line of Main Street (as constructed) to the Northerly line of Mill Creek.

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02-036-0023, 0097

CONSENT AND JOINDER

COMES NOW, American Savings and Loan Association, as Trustee and Beneficiary of that certain Trust Deed dated April 21, 1981 and recorded April 27, 1981 in Book 865, Page 321, as Entry No. 591041, Official Records of Davis County, Utah, and consents to and joins in the execution of the foregoing Easement for the purpose of subordinating the lien of the Trust Deed hereinabove described and all right, title and interest of the present and all future holders of said indebtedness to the lien of said Easement.

Executed as of the 23rd day of February, 1984.

American Savings and
Loan Association

BY: Sharon M. Walton
President

BY: _____

STATE OF Utah)
County of Salt Lake) ss.

On this 23rd day of February, 1984, before me, the undersigned, a Notary Public in and for said State, personally appeared Shauna S. Walton and ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ to me known to be the Vice President and ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ respectively of American Savings and Loan Association, 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 she is 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:
5-5-85

A. Wallace
Notary Public, in and for the
State of Utah
Residing at Salt Lake County