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12/13/2002 04:02 PM 18.00  
Book - 8702 Pg - 7607-7611  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
MERIDIAN TITLE  
BY: JCR, DEPUTY - WI 5 P.

**WHEN RECORDED MAIL TO:**

Craig L. White, District Manager  
South Valley Sewer District  
P.O. Box 908  
Draper, Utah 84020

**PARCEL I.D.# 27-17-176-006, 27-17-176-007,  
27-17-176-008, 27-17-176-009, 27-17-176-010  
27-17-176-011, 27-17-176-012**

**GRANTOR: Albertson's, Inc. and  
Jones Land Company, L.L.C.**

Page 1 of 4

**EASEMENT**

A twenty (20) foot wide sanitary sewer easement located in the Northwest Quarter of Section 17, Township 3 South Range 1 West, Salt Lake Base and Meridian, U.S. Survey.

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTORS hereby grant, convey, sell, and set over unto South Valley Sewer District, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right-of-way and easement to construct, maintain, operate, repair, inspect, protect, install, remove and replace sewer pipelines, valves, valve boxes and other sewer transmission and distribution structures and facilities, hereinafter called the FACILITIES, said right-of-way and easement, being situate in Salt Lake County, State of Utah, over and through a parcel of the GRANTORS' land lying within a strip twenty (20) feet wide, more particularly described as follows:

(See Attached Exhibit "A")

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, with the right of ingress and egress in the GRANTEE, its officers, employees, agents and assigns to enter upon the above-described property with such equipment as is necessary to construct, install, maintain, operate, repair, inspect, protect, remove and replace the FACILITIES. During construction periods, GRANTEE and its contractors may use such portion of GRANTORS' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTORS shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or with the discharge and conveyance of sewage through the FACILITIES, or any other rights granted to the GRANTEE hereunder.

GRANTORS shall not build or construct, or permit to be built or constructed, any building or other improvement over or across this right-of-way and easement nor change the contour thereof without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

(See Attached Easement Addendum)

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EASEMENT DESCRIPTION  
(Exhibit "A")

Beginning at a point on the south line of 10400 South Street, said point also being on the north line of Lot 8, Albertson's 10400 South Street Subdivision, said point being South 89°57'00" East 14.25 feet along said north line from the Northwest Corner of said Lot 8, and running;

Thence South 89°57'00" East 20.00 feet along the north line of said Lot 8;  
Thence South 424.44 feet;  
Thence West 491.23 feet;  
Thence South 317.76 feet to the south line of Lot 2, Albertson's 10400 South Street Subdivision;  
Thence North 89°57'00" West 20.00 feet along the south line of said Lot 2;  
Thence North 317.74 feet;  
Thence West 321.66 feet;  
Thence North 229.95 feet;  
Thence East 20.00 feet;  
Thence South 209.95 feet;  
Thence East 301.66 feet;  
Thence North 274.28 feet;  
Thence East 20.00 feet;  
Thence South 274.28 feet;  
Thence East 471.23 feet;  
Thence North 404.43 feet to the point of beginning.

Contains: 40,785 square feet, 0.94 acres.

*OK SH.*

IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this 10 day of December, 2002.

County Parcel No.

Acreage

GRANTOR(S)

22.89 acres

Jones Land Company, L.L.C.

*Ruth S. Jones*

\_\_\_\_\_  
Jones Land Company, L.L.C.  
By: Ruth S. Jones - Member

*Ronnie S. Jones*

\_\_\_\_\_  
Jones Land Company, L.L.C.  
By: Ronnie S. Jones - Member

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

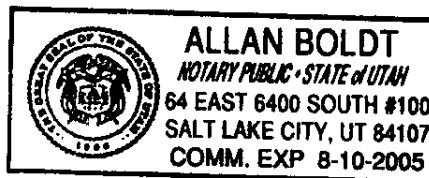
On the 10 day of December, 2002, personally appeared before me, Ruth S. Jones and Ronnie S. Jones, who being duly sworn, did say that they are members of Jones Land Company, L.L.C., and that the foregoing instrument was signed in behalf of said Jones Land Company L.L.C., by authority of it's Members, and the said Ruth S. Jones and Ronnie S. Jones acknowledged to me that said Company executed the same.

*Allan Boldt*

\_\_\_\_\_  
Notary Public  
Residing at:

My Commission Expires:

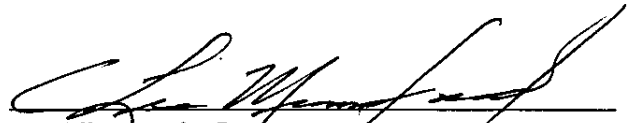
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IN WITNESS WHEREOF, the GRANTORS have executed this right-of-way and Easement this 8 day of November, 2002.

<u>County Parcel No.</u>	<u>Acreage</u>	<u>GRANTOR(S)</u>
	5.88 acres	Albertson's, Inc.

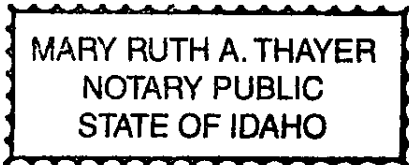
  
 Albertson's, Inc.  
 By: ~~Lincoln V. Sharp Jr.~~ C. Lee Mumford  
 Vice President - Real Estate Law  
 MUMFORD

STATE OF IDAHO )  
                                                   :ss.  
 COUNTY OF ADA )

On the 8<sup>th</sup> day of November, 2002, personally appeared before me C. Lee Mumford  
~~Lincoln V. Sharp Jr.~~, who being duly sworn or affirmed, did say that he is the Vice President - Real Estate Law,  
 of Albertson's Inc., and that the foregoing instrument was signed in behalf of said Albertson's, Inc.  
 by authority of it's Board of Directors, and the said ~~Lincoln V. Sharp Jr.~~ acknowledged to me that  
 said Corporation executed the same.  
 C. LEE MUMFORD

My Commission Expires:  
Oct. 15, 2005

Maryruth A. Sharp  
 Notary Public  
 Residing at:  
Caldwell, ID



**EASEMENT ADDENDUM**

**Grantor:**           **Albertson's, Inc.; Jones Land Company, L.L.C.**

**Grantee:**           **South Valley Sewer District**

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)     The Facilities shall remain the property of Grantee.

(c)     Grantors and their successors and assigns retain the right to full use of the surface of the described easement area(s) except where Grantee has placed the Facilities, provided, however, Grantors will not erect any building or major structure within the described easement area(s).

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

(e)     Grantee shall not in the exercise of the within easement(s) unreasonably interfere or obstruct Grantors, or Grantors' 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 Grantors [which shall include that no Facilities are to be installed above the surface of the described easement area(s)]. Nothing in this Paragraph (e), however, shall allow Grantors or Grantors' 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 the Facilities hereunder.

(f)     After recording this instrument, Grantee shall provide Grantors with an original of the Easement and a copy of the recorded Easement which shows the date, instrument number, book and page of recording.

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