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GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 SOUTH JORDAN
 1600 W TOWNE CENTER DR
 SOUTH JORDAN UT 84095-8265
 BY: EPM, DEPUTY - WI 5 P.

EASEMENT

THIS INDENTURE ("Indenture") is made between SMITH'S FOOD & DRUG CENTERS, INC., an Ohio corporation as Grantor and the CITY OF SOUTH JORDAN, a municipal corporation as Grantee.

WITNESSETH:

That Grantor, for and in consideration of One Dollar (\$1.00), and other valuable considerations to it in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby convey unto the Grantee, its successors and assigns, a privilege and easement for the following purpose:

fence and ground maintenance easement

said easement being in, on, through, over, across and under the following described parcel of land, situated in Salt Lake County, Utah, to-wit:

A part of the Northeast Quarter of Section 15, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey in South Jordan, Salt Lake County, Utah:

Beginning at the Northeasterly Corner of Grantor's Property being 460.24 feet South 0°06'05" West along the Quarter Section Line; and 664.38 feet South 89°47'25" East along the North Line of Grantor's Property from the North Quarter Corner of said Section 15; and running thence along the Easterly Line of Grantor's Property the following two courses: South 2°24'13" West 167.50 feet to a point of curvature; and Southwesterly along the arc of a 205.26 foot radius curve to the right a distance of 94.23 feet (Central Angle equals 26°18'13" and Long Chord bears South 15°33'20" West 93.41 feet); thence West 7.81 feet; thence North 257.48 feet to the North Line of Grantor's Property; thence South 89°47'25" East 39.88 feet along said North Line to the point of beginning.

CONTAINS 8,256 SQUARE FEET OR 0.1895 ACRES MORE OR LESS.

The foregoing affects a portion of Salt Lake County Sidwell Parcel #27-15-202-039.

Said easement area is depicted on the site plan attached hereto as Exhibit A ("Easement").

1. NONINTERFERENCE. Grantee agrees that all work within the Easement or in connection with this Indenture shall be done in a manner so as to minimize interference with the operations of, and public access to, Grantor's business operations.

2. CONSTRUCTION AND MAINTENANCE. With Grantor's prior written approval, Grantee shall construct and thereafter maintain the fence and Easement in good order, repair and condition. Grantee may, at its own cost and expense, make alterations and/or additions from time to time during the term of this Indenture, provided that all such alterations and additions are first approved in writing by Grantor.

Grantee's maintenance responsibilities shall include but not be limited to: (i) maintaining, repairing and replacing, when necessary, automatic sprinkler systems and water lines; (ii) replacing ground coverings, shrubs and other landscaping as is necessary; (iii) removing any graffiti on any facilities or structures in the Easement; and (iv) removing all papers, debris, filth and refuse to the extent reasonably necessary to keep the area in a clean and orderly condition. Notwithstanding the foregoing, in the event Grantee erects a solid fence on the western boundary line of the Easement, Grantor shall be responsible to remove any graffiti on the western face of the fence and Grantee shall be responsible to remove any graffiti from the eastern face of the fence.

3. UTILITIES. Grantee shall pay all utilities used in the Easement during the term of this Agreement.

4. INDEMNIFICATION. Grantee shall indemnify, defend and save Grantor (and its respective successors, assigns, tenants and subtenants) harmless from, and defend them against, any and all liability and damages arising out of Grantee's use, construction, maintenance or repair of the Easement. Furthermore, Grantor agrees to indemnify, defend and hold harmless Grantor from and against any action, claim, damage or liability for personal or bodily injury or property damage sustained by any employee, agent, or invitee of the Grantee while on or about the Easement for any of the purposes described herein or for any other purpose within the scope of its employment, agency or use. Grantee understands that the foregoing indemnity applies to any condition which may be encountered while on Grantor's premises and to any negligence of Grantor or its employees or agents, but shall not apply to Grantor's intentional acts.

5. NO THIRD PARTY BENEFICIARIES. This Indenture is made for the exclusive benefit of the parties hereto and for their respective legal representatives, successors, successors-in-title and assigns, and not for any third party. Nothing herein, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights or remedies under this Indenture. Specifically, but without limitation of the foregoing, nothing contained herein shall be deemed to be a gift or dedication of any portion of the Easement for the benefit of the public or for any public purpose. The right of the public or any person to make any use whatsoever of the Easement, or any portion thereof is by permission, and subject to the control of the Grantee.

6. LIENS. Grantee shall keep the Easement free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Grantee.

7. EARLY TERMINATION. In the event the governing body having jurisdiction over the parcel of which the Easement is a part ("Main Parcel") shall require removal of the fence or termination of this Indenture as a condition for approval for any activity, alternation or use by Grantor of its Main Parcel, this Indenture shall terminate upon sixty (60) days written notice, whereupon Grantee shall restore the Easement to the condition existing prior to the commencement of this Indenture.

8. DURATION. Unless terminated pursuant to Section 7, this Indenture and every covenant, condition and restriction contained herein shall continue in full force and effect for a period of fifty-five (55) years from the date hereof. The provisions of this Indenture may not be modified, amended, rescinded or terminated in whole or in part, except upon the consent of all of the then owners. The consent of any tenant or any other party shall not be required for any such modification, amendment, rescission or termination, in order to be valid, shall be in writing, executed by all parties hereto, and is recorded in the office of the Recorder of Salt Lake County, State of Utah.

9. SURRENDER. Upon the termination of this Indenture, Grantee shall restore the Easement to the condition existing prior to the commencement of this Indenture.

TO HAVE AND TO HOLD the same unto the Grantee, and to its successors and assigns in accordance with the above agreement.

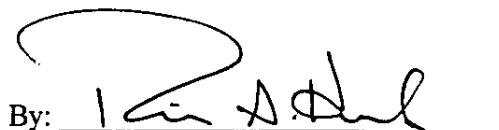
Executed: 8-22-06

SMITH'S FOOD & DRUG CENTERS, INC.

By: 
Its: VICE PRESIDENT

Executed: 8-9-06

CITY OF SOUTH JORDAN

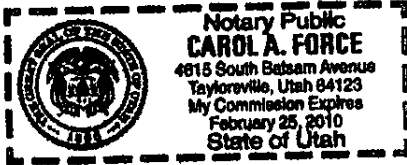
By: 
Its: City Manager

STATE OF UTAH)

: ss.

COUNTY OF SALT LAKE)

On the 22nd day of Aug., 2006, personally appeared before me, a notary public, Steven M. Sorenson, who being first duly sworn, acknowledged to me that he is Vice President of **SMITH'S FOOD & DRUG CENTERS, INC.**, an Ohio corporation, and that he executed the foregoing instrument on behalf of said corporation.



Carol A. Force
Notary Public
Residing at: Salt Lake City, Utah

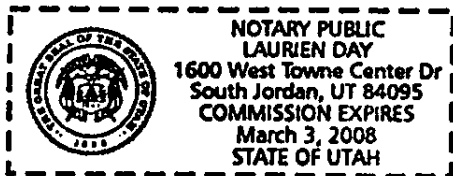
My Commission Expires: 2-25-2010

STATE OF UTAH)

: ss.

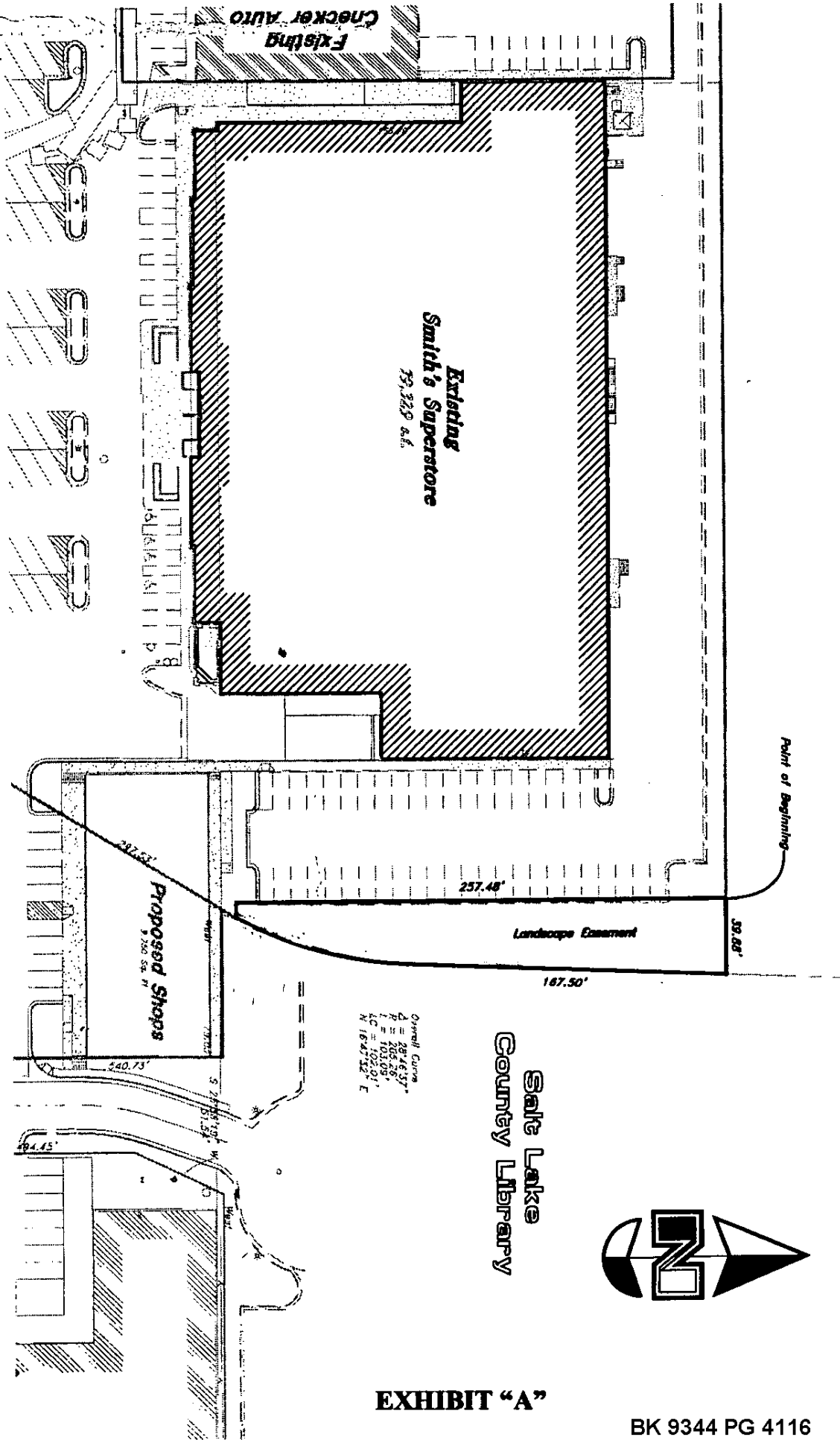
COUNTY OF SALT LAKE)

On the 9 day of Aug., 2006, personally appeared before me, a notary public, Ricky A Horst, who being first duly sworn, acknowledged to me that he is City Manager of South Jordan City, a Municipality, and that he executed the foregoing instrument on behalf of said entity.



Laurien Day
Notary Public
Residing at: Salt Lake City, Utah

My Commission Expires: 3-3-08



Overall Curve
 Δ = 28° 46' 57"
 R = 205.25'
 LC = 102.625'
 PC = 164.2125' E

**Salt Lake
 County Library**



EXHIBIT "A"