

EASEMENT AGREEMENT

4233780

AMERICAN  
77571

THIS EASEMENT AGREEMENT is made this 21<sup>ST</sup> day of April, 1986, by and between JOEL KESTER, an Individual ("Grantor") and SMITH'S FOOD KING PROPERTIES, INC., a Utah corporaion ("Grantee").

R E C I T A L S :

A. Grantee has acquired in fee simple that certain property located at the Northwest corner of 4500 South 900 East in Salt Lake City, Utah, hereinafter referred to as the "Dominant Parcel," more particularly described on Exhibit "A" hereto and as outlined in black on the plot plan marked as Exhibit "B" attached hereto.

B. Grantor warrants that he owns in fee simple that certain parcel of property situated adjacent to and immediately West of Grantee's property referred to in Paragraph A above, including that strip of property hereinafter referred to as the "Servient Parcel," more particularly described in Exhibit "C" attached hereto, and as outlined in red on Exhibit "B."

C. In keeping with the negotiations of the parties concerning the property acquired from Grantor by Grantee, and in order for Grantee to have storm sewer drainage for the Dominant Parcel, the parties have determined to enter into this Easement Agreement.

NOW, THEREFORE, in consideration of the covenants herein contained and other good and valuable consideration, the receipt

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and sufficiency of which are acknowledged by the parties, it is agreed as follows:

1. That Grantor, for itself, its heirs, successors and assigns, grants and conveys to Grantee, its heirs, successors and assigns, an easement, running with the land, in, to, upon and over all the Servient Parcel situated in Salt Lake City, Salt Lake County, State of Utah, and as described on Exhibit "C."

2. It is hereby understood and agreed that the easement granted hereby creates in favor of Grantee and the Dominant Parcel use rights allowing for installation and maintenance of a storm and surface water sewer only.

3. It is understood and agreed that Grantee, its heirs, successors and assigns shall at all times maintain and make all necessary repairs to the storm drain sewer, and shall further make such repairs as are necessary to restore the Servient Parcel to its pre-existing condition after the installation and repairs take place.

*It is understood that Grantor's sewer & water lines have superior right in the easement. Grantee agrees to gravel right of way each time it is disturbed.*

4. The easements created and the covenants herein shall be in perpetuity.

IN WITNESS WHEREOF, the parties hereto have duly executed this Easement Agreement on the day and year first above written.

GRANTOR:

*Joel Kester*  
*individually and as*  
*General Partner for*  
*Chrysalis Company of*  
*Utah Limited Partnership*  
JOEL KESTER

GRANTEE:

SMITH'S FOOD KING PROPERTIES, INC.

BY:

*Tom Welch*  
Tom Welch, Vice President  
Peter H. Barth, corporate counsel

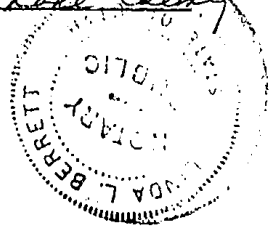
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STATE OF UTAH )  
 : ss.  
County of Salt Lake )

On the 21st day of April, 1986, personally appeared before me Joel Kester, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

Linda L. Burnett  
NOTARY PUBLIC  
Residing at: Salt Lake County

My commission expires:  
8/28/87

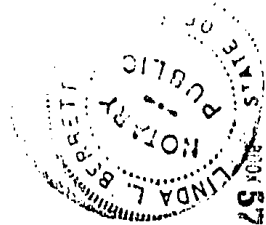


STATE OF UTAH )  
 : ss.  
County of Salt Lake )

On the 21st day of April, 1986, personally appeared before me ~~Tom Welch~~ <sup>Peter P. Welch</sup> being by me duly sworn did say that he, the said ~~Tom Welch~~ <sup>Peter P. Welch</sup> is the Vice President of SMITH'S FOOD KING PROPERTIES, 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 ~~Tom Welch~~ <sup>Peter P. Welch</sup> duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation.

Linda L. Burnett  
NOTARY PUBLIC  
Residing at: Salt Lake County

My commission expires:  
8/28/87



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PROJECT BOUNDARY

A part of Block 5, 10-Acre Plat "A", Big Field Survey in Section 5, Township 2 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:  
Beginning at a point 189.75 feet North 0°05'44" East along the East line of Lot 1 in said Block 5 and 7.00 feet South 89°54'14" West from the Southeast corner of said Lot 1; said point of beginning being 40.00 feet perpendicularly distant Westerly from the centerline of 900 East Street; and running thence North 0°05'44" East 335.24 feet; thence South 89°54'14" West 193.00 feet; thence North 0°05'44" East 57.18 feet; thence South 89°54'14" West 441.00 feet; thence South 0°09'58" West along an existing boundary line fence and fence projection 562.40 feet to a point being 53.00 feet perpendicularly distant Northerly from the centerline of 4500 South Street; thence North 89°53' East 534.76 feet to a point being 307.00 feet South 89°53' West and 20 feet North 0°05'44" East from the Southeast corner of said Lot 1; thence North 0°05'44" East 169.79 feet along an existing fence; thence North 89°54'14" East 100.00 feet to the point of beginning.

Contains 7.545 Acres

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EXHIBIT "A"

Richard Silva

AMERICAN TITLE CO.  
REF. DEP.

APR 22 12 44 PM '85

KATIE L. DIXON  
RECORDER  
SALT LAKE COUNTY,  
UTAH



15 FOOT EASEMENT FOR  
STORM DRAIN

D E S C R I P T I O N

A part of Block 5, TEN ACRE PLAT "A", BIG FIELD SURVEY, in Section 5,  
Township 2 South, Range 1 East, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point 127.69 feet South  $0^{\circ}05'30''$  West from the Southeast  
corner of Lot 9, Carsey Acres, a subdivision in Salt Lake County, Utah; and  
running thence North  $89^{\circ}46'10''$  West 0.66 feet to the East Boundary of LaDore  
Subdivision in Salt Lake County, Utah; thence North  $0^{\circ}05'30''$  East 15.00 feet  
along said East boundary of said Subdivison; thence North  $89^{\circ}46'10''$  East  
142.45 feet; thence South  $0^{\circ}09'58''$  West 15.00 feet; thence North  $89^{\circ}46'10''$  West  
141.77 feet to the point of beginning.

Contains 2,137 Square Feet

EXHIBIT "C"

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