

WHEN RECORDED RETURN TO:  
SAFEWAY, INC.  
4TH AND JACKSON STREETS.  
OAKLAND, CA 94660

106

5247811  
01 MAY 92 04:45 PM  
KATIE L. DIXON  
RECORDER, SALT LAKE COUNTY, UTAH  
ASSOCIATED TITLE  
REC BY: SHARON WEST , DEPUTY

A 106908

**GRANT OF EASEMENT**

5247811

**STEINER CORPORATION**, a Nevada corporation, Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto **SAFEWAY INC.**, a Delaware corporation, Grantee, its successors and assigns, a two (2) foot wide non-exclusive easement for the installation, operation, maintenance, repair and replacement of communication cable conduits beneath the surface of the real property described on Exhibit "A", attached hereto and made a part hereof.

**TOGETHER WITH** the right of necessary access from the surface of said real property and the right of necessary ingress and egress over the adjacent land of Grantor at reasonable times for the purpose of exercising the rights herein granted.

Provided:

First, that prior to the initial installation of the conduits, Grantor shall furnish Grantee with as-built utility drawings upon receipt of written request for the same from Grantee which drawings shall show the location of any underground utilities in the easement area.

Second, that subsequent to the initial installation of the conduits, Grantee shall first obtain Grantor's written consent which shall not be unreasonably withheld prior to excavating the easement for maintenance and repair purposes.

Third, that any installation, operation, maintenance, repair or replacement performed hereunder shall be at no cost to Grantor unless agreed to in writing by Grantor, and shall be so performed as to interfere as little as reasonably possible with the use and enjoyment of the easement area and Grantor's adjacent land by persons occupying the same or lawfully present thereon. To effectuate this intent, Grantee shall avoid interruption of water, gas and electricity during Grantor's operating hours and shall keep the easement and Grantor's adjacent areas free of equipment and materials at all times, except when workmen are actively working in the easement area, unless Grantor gives its prior written consent to do otherwise.

Fourth, if the surface of the easement and/or surface of Grantor's adjacent real property and/or any improvements thereon shall be disturbed by installation, operation, maintenance, repair or replacement, said surface and/or improvements shall be promptly restored by Grantee to their condition just prior to such disturbance. Any asphalt patching must be clean cut and hot patched.

Fifth, that Grantee further agrees that it will permit no mechanics, materialmen's or other liens to stand against Grantor's premises for work or materials furnished Grantee in connection with the easement granted herein, and Grantee agrees to indemnify and hold Grantor harmless from the same.

Sixth, that Grantee agrees to indemnify Grantor against and save Grantor harmless from all demands, claims, causes of action or judgments, and all reasonable expenses incurred in investigating the same, for injury to person, loss of life or damage to property occurring on the easement area and arising out of Grantee's use and occupancy of said area.

BR 6451 PG 0610

Seventh, that Grantor agrees no building structure shall be erected or permitted on the easement; provided, however, Grantor reserves the right to require, at Grantor's expense, the relocation of all or part of the utilities installed by Grantee hereunder to the extent from time to time as it is necessary to permit further development of Grantor's real property.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Grant of Easement on this 9th day of April, 1992.

GRANTEE: Safeway Inc.,  
a Delaware corporation

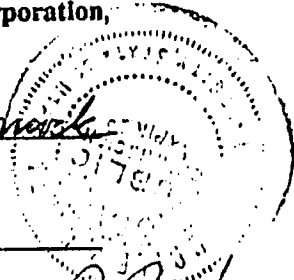
By *John A. Cella*  
Its Assistant Vice President

By *Lin S. McDonnell*  
Its Assistant Secretary

GRANTOR: Steiner Corporation,  
a Nevada corporation

By *Stephen Thomas*  
Its *DM*

By \_\_\_\_\_  
Its \_\_\_\_\_  
*Lucile P. Barta*  
Notary



Form Approved *8*

**EASEMENT DESCRIPTION**

The land referred to herein is situated in the State of Utah, County of Salt Lake and is described as follows:

Beginning at a point which is north 89°50'04" west 424.00 feet and north 0°09'56" east 12.00 feet from the southeast corner of Lot 4, Centennial Industrial Park, Phase II, recorded September 23, 1977, as entry No. 3001204 in the office of the Recorder of said County, and amended by Amended Plat of Lots 2, 4 and 5 Centennial Industrial Park, Phase II, recorded December 29, 1978 as entry No. 3217865 of official records, and running thence 0°09'56" east a distance of 2.0 feet thence north 89°50'04" west a distance of 509.35 feet thence south 0°09'56" west a distance of 2.00 feet thence south 89°50'04" east 509.35 feet.

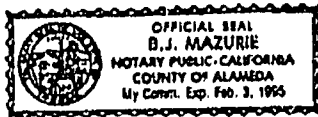
**EXHIBIT "A"**

STATE OF CALIFORNIA )  
COUNTY OF ALAMEDA )

ss.

On this 21st day of April, 1992, before me B. J. Mazurie, the undersigned Notary Public, personally appeared Richard H. Costello and Linda S. MacDonald, known to me or proved to me on the basis of satisfactory evidence to be the Assistant Vice President and Assistant Secretary, respectively of SAFEWAY INC., the corporation that executed the within instrument, and the officers who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



(Notarial seal)

*B. J. Mazurie*  
B. J. Mazurie  
Notary Public in and for the State of  
California, with principal office in  
the County of Alameda.

My Commission Expires February 3, 1995

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