

BOUNTIFUL, UTAH

RIGHT-OF-WAY AND EASEMENT AGREEMENT

FOR UTILITY PURPOSES

*Btbl - L - NMC*

**RETURNED**  
NOV 30 1989

Albertson's, Inc., a Delaware corporation, Grantor, of Boise, Ada County, Idaho, as the owner of the parcel(s) of real property described on Exhibit "A" (herein referred to as the "Grantor's Parcel(s)"), does hereby convey and warrant to Bountiful, a municipal corporation organized and existing under the state laws of Utah, Grantee, its successors and assigns, for the sum of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, a perpetual right-of-way and easement for the purpose of digging, laying, connecting to and maintaining, cleaning and operating any and all public utility lines across that portion of the Easement Area(s) as hereinafter described which lie within Grantor's Parcel(s):

See Exhibit "B" attached hereto and incorporated herein by this reference (herein referred to as the "Easement Area(s)")

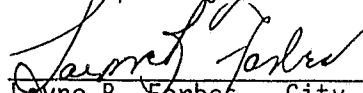
The Grantee, by acceptance hereof, acknowledges that the grant of the right-of-way and easements herein conferred is limited only to Grantor's Parcel(s) which may not encompass the entirety of the Easement Area(s).

To have and to hold the same unto Bountiful, its successors and assigns, so long as such utility line or lines shall be maintained with the right of ingress and egress along said right-of-way, and to maintain, operate and replace the same. The said Grantor to fully use the said premises except for the purpose for which this right-of-way or easement is granted to the said Grantee.

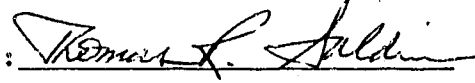
The Easement Addendum attached hereto is made a part hereof and incorporated herein by this reference.

WITNESS the hand of said Grantor effective the 10th day of November, 1989.

This Right of Way and Easement  
is accepted by Bountiful City

  
Layne B. Forbes - City Attorney

Albertson's, Inc.,  
a Delaware corporation

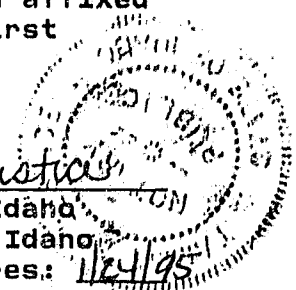
BY:   
Senior Vice President

STATE OF IDAHO )  
 ) ss.  
 County of Ada )

On this 10th day of November, 1989, before me, the undersigned, a Notary Public in and for said State, personally appeared Thomas R Saldin, known and identified to me to be the Senior Vice President of Alberston's, Inc., a Delaware corporation, the corporation that executed the instrument or the persons who executed the instrument on behalf of said corporation, 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.

Sammy R. Justice  
 Notary Public for Idaho  
 Residing at Boise, Idaho  
 My commission expires: 11/24/95



## EASEMENT ADDENDUM

Grantor: Albertson's, Inc.  
Grantee: City of Bountiful  
Instrument Date: November 10, 1989

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) All lines, equipment and their related components and supports placed within the described Easement Area(s) by Grantee, or Grantee's agents or contractors, pursuant to this instrument ("Grantee's Property") shall remain the property of Grantee.
- (c) Grantor and its successors and assigns retain the right to full use of the surface of the described Easement Area(s) except where Grantee has placed Grantee's Property, provided, however, Grantor will not erect any building or major structure within the described Easement Area(s). All lines shall be below the surface of the described Easement Area(s).
- (d) Grantee shall at all times safely operate and maintain Grantee's Property within the described Easement Area(s).
- (e) Grantee shall not in the exercise of the within easement(s) unreasonably interfere or obstruct Grantor, or Grantor's 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 Grantor. Nothing in this paragraph (e), however, shall allow Grantor or Grantor's 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 Grantee's Property hereunder.
- (f) After recording this instrument, Grantee shall provide Grantor with the date, instrument number, book and page of recording.

EXHIBIT "A"2 - ALBERTSONS

03-036-0115

Beginning at a point which is North 89° 44' 04" East 186.96 feet from the Northwest corner of Block "L", North Millcreek Plat, Bountiful Townsite Survey, in the city of Bountiful, and running thence North 89° 44' 04" East 231.75 feet; thence South 0° 15' 56" East 78.25 feet; thence North 89° 44' 04" East 9.01 feet; thence South 0° 18' 26" East 80.85 feet; thence North 89° 44' 04" East 141.01 feet; thence North 0° 15' 55" West 5.00 feet; thence North 89° 44' 04" East 120.13 feet; thence South 0° 09' 34" West 267.98 feet; thence South 89° 34' 33" West 88.26 feet; thence North 80° 58' 26" West 163.70 feet; thence North 67° 12' 26" West 88.10 feet; thence South 86° 37' 34" West 87.00 feet; thence South 86° 28' 33" West 86.97 feet; thence North 0° 09' 34" East 161.09 feet; thence South 89° 44' 01" West 173.54 feet; thence North 0° 09' 34" East 93.43 feet; thence North 89° 44' 04" East 168.33 feet; thence North 0° 18' 26" West 185.50 feet to the point of beginning. Contains 186,059 square feet or 4.27 acres.

— MICROFILM MEMO —  
 LEGIBILITY OF TYPING OR PRINTING.  
 UNSATISFACTORY IN THE DOCUMENT  
 WHEN FILMED.

WATER LINE EASEMENT

Beginning at a point which is South 0° 09' 34" West 298.41 feet from the Northwest corner of Block "L", North Millcreek Plat, Bountiful Townsite Survey, in the city of Bountiful, and running thence North 89° 44' 04" East 366.96 feet; thence North 0° 15' 56" West 298.40 feet; thence North 89° 44' 04" East 15.00 feet; thence South 0° 15' 56" East 336.29 feet; thence South 89° 44' 04" West 15.00 feet; thence North 0° 15' 56" West 22.89 feet; thence South 89° 44' 04" West 367.07 feet; thence North 0° 09' 34" East 15.00 feet to the point of beginning.

POWER LINE EASEMENT

Beginning at a point which is South 0° 09' 34" West 158.50 feet from the Northwest corner of Block "L", North Millcreek Plat, Bountiful Townsite Survey, in the city of Bountiful, and running thence North 89° 44' 04" East 123.95 feet; thence North 71° 07' 03" East 298.96 feet; thence North 74° 53' 02" East 246.04 feet; thence North 89° 44' 19" East 16.09 feet; thence South 0° 09' 34" West 168.66 feet; thence South 89° 36' 40" West 51.69 feet; thence South 0° 15' 56" East 45.70 feet; thence South 89° 44' 04" West 15.00 feet; thence North 0° 15' 56" West 60.67 feet; thence North 89° 36' 40" East 51.80 feet; thence North 0° 09' 34" East 138.43 feet; thence South 74° 53' 02" West 242.58 feet; thence South 71° 07' 03" West 300.92 feet; thence South 89° 44' 01" West 111.51 feet; thence South 0° 09' 34" West 222.67 feet; thence North 87° 19' 28" West 15.01 feet; thence North 0° 09' 34" East 236.90 feet to the point of beginning.

— MICROFILM MEMO —  
LEGIBILITY OF TYPING OR PRINTING  
UNSATISFACTORY IN THE DOCUMENT  
WHEN FILMED.

03-036-0115, 0116, 0118

03-036-0115, 0116, 0117, 0118