

10095117

WHEN RECORDED, MAIL TO:  
Utah Department of Transportation  
Right of Way, Fourth Floor  
Box 148420  
Salt Lake City, Utah 84114-8420

10095117  
05/10/2007 09:07 AM \$0.00  
Book - 9462 Pg - 3685-3687  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
UT ST-DEPT OF TRANSPORTATION  
BOX 148420 ATT: JR BAIRD  
SLC UT 84114-8420  
BY: ZJM, DEPUTY - WI 3 P.

Tax ID. No's. 27-17-176-009  
& 27-17-176-010

**Easement**  
(CORPORATION)  
Salt Lake County

Parcel No. 0151:006:E  
Project No. \*HHP-0151(2)0

New Albertson's, Inc.

a corporation of the State of Delaware Grantor,  
hereby GRANTS AND CONVEYS to the UTAH DEPARTMENT OF TRANSPORTATION,  
at 4501 South 2700 West, Salt Lake City, Utah 84119, Grantee, for the  
sum of One Dollar, a perpetual easement, upon part of an entire tract of property, being part  
of Lot 2, Albertson's 10400 South Subdivision, a subdivision situate in the SE¼NW¼ of  
Section 17, Township 3 South, Range 1 West, Salt Lake Base and Meridian, in Salt Lake  
County Utah, for the purpose of constructing and maintaining thereon public utilities and  
appurtenant parts thereof including, but not limited to ATMS Fiber Optic conduit, electrical  
service transmission lines, culinary and irrigation water facilities; and highway  
appurtenances including, but not limited to, slopes, street lighting facilities and traffic  
information signs. The boundaries of said part of an entire tract are described as follows:

Beginning at the intersection of an easterly boundary line of said Lot 2 and the southerly  
right-of-way line of said project, which point is 6.25 feet South along said easterly boundary  
line from the northeast corner of said Lot 2; and running thence N. 86°03'17" W. 92.04 feet  
along said right-of-way line to the northerly boundary line of said Lot 2, to a point 52.66 feet  
perpendicularly distant southerly from the centerline of said project, opposite approximate  
Engineers Station 100+03.57; thence South 10.02 feet; thence S. 86°03'17" E. 92.04 feet  
to an easterly boundary line of said Lot 2; thence North 10.02 feet along said easterly  
boundary line to the point of beginning.

The above described part of an entire tract contains 920 square feet in area, or 0.021  
acres, more or less.

Continued on Page 2

CORPORATION RW-09CS (12-01-03)

BK 9462 PG 3685

(NOTE: Rotate all bearings in the above description 0°12'59" clockwise to equal highway bearings.)

SUBJECT TO the terms of the Easement Addendum attached hereto.

The officers who sign the within instrument certify that the transfer represented thereby was duly authorized under a resolution duly adopted by the Board of Directors of the Grantor at a lawful meeting duly held and attended by a quorum.

IN WITNESS WHEREOF, said Grantor has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, this 17 day of April, A.D. 2007.

ATTEST:

[Signature]  
Asst. Secretary

New Albertson's, Inc.,  
a Delaware corporation

CORPORATE SEAL:

By [Signature]  
John P. Breedlove  
Vice President

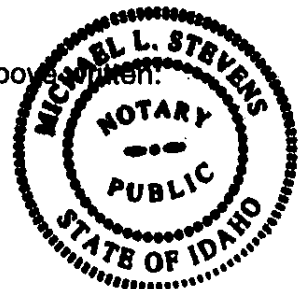
RB

STATE OF Idaho )  
 ) ss.  
COUNTY OF Ada )

On the date first above written personally appeared before me, Julie Backe and John P. Breedlove, who, being by me duly sworn, did say, each for himself, that he, said John P. Breedlove is the Vice President, and that she, said Julie Backe is the Assistant Secretary of New Albertson's, Inc., a Delaware corporation, 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 Vice President and said Assistant Secretary each duly acknowledged to me that said corporation executed the same, and that the seal affixed is the seal of said corporation.

WITNESS my hand and official stamp the date in this certificate first above written.

[Signature]  
Notary Public



**EASEMENT ADDENDUM**

**Grantor:** New Albertson's Inc., a Delaware corporation

**Grantee:** Utah Department of Transportation

**Instrument Date:** \_\_\_\_\_, 2007

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).

(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 unreasonably interfere with Grantee's rights to construct, operate and maintain Grantee's Property hereunder.

(f) The Easement(s) are granted in an "As Is" condition with all faults, including both latent and patent defects.

(g) After recording this instrument, Grantee shall provide Grantor with the date, instrument number, book and page of recording.