

**RETURNED**  
**AUG 14 2007**

E 2297092 B 4345 P 131-134  
RICHARD T. MAUGHAN  
DAVIS COUNTY, UTAH RECORDER  
08/14/2007 08:47 AM  
FEE \$16.00 Pgs: 4  
DEPT REC'D FOR PLANT CHRISTENSEN  
& KANELL

**When Recorded, Mail To:**  
Theodore E. Kanell  
Plant Christensen & Kanell  
136 E. South Temple, #1700  
Salt Lake City, UT 84111

### QUITCLAIM OF EMERGENCY EASEMENT

**New Albertson's, Inc., a Delaware corporation, grantor, hereby quitclaims an easement for ingress and egress for emergency purposes only as required by North Salt Lake City and the South Davis Fire Department to Woody IV LTD, a Utah Limited Liability Company, grantee, for the sum of ten dollars (\$10.00), and other good and valuable consideration the following described tract of land in Davis County, State of Utah:**

The west fifty feet of the property located in North Salt Industrial Park Plat A, between 600 North on the south side and 900 North on the north side, identified as part of parcel number  
\* 01-083-0021.


Woody IV LTD, by recording this instrument and/or exercising the rights herein granted agrees to be bound by the terms and conditions set forth in Exhibit A attached hereto and incorporated by reference as if set forth in full herein.

**New Albertson's, Inc., a Delaware corporation, makes no representations or warranties as to ownership of the above referenced property, its ability to grant the easement set forth above or any other representation or warranty whatsoever in connection with the grant herein.**

**SIGNATURE ON FOLLOWING PAGE**

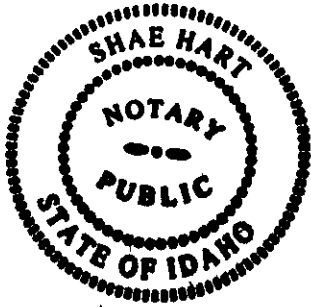
WITNESS the hand of said grantor, this February day of ~~January~~, 2007.

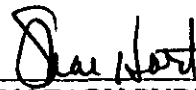
Grantor  
New Albertson's, Inc.,  
a Delaware corporation

*JH*   
\_\_\_\_\_  
John P. Breedlove  
Vice President, Business Law

STATE OF ~~IDAHO~~ )  
: ss  
COUNTY OF ~~ADA~~ )

On the 21 day of ~~January~~ <sup>February</sup>, 2007, personally appeared before me, JOHN P. BREEDLOVE, the signer of the within instrument, who duly acknowledged to me that he executed the same and that he had authority pursuant to the bylaws of New Albertson's, Inc., a Delaware corporation or its heirs or assigns.



  
\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires August 17, 2011

**EXHIBIT "A"**  
**EMERGENCY EASEMENT ADDENDUM**

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

**Grantee:** Woody IV LTD

**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 herein granted is subject to all easements and encumbrances of record and are non-exclusive.

(b) Grantor and its successors and assigns retain the right to full use of the surface of the described easement area.

(c) Nothing in this easement shall grant any right to exercise the within easement to 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, or unreasonably interfere with any business of Grantor.

(d) Grantee shall promptly repair and restore to its prior condition any damage to Grantor's property caused by the use of this easement, whether caused by Grantee or any third party operating under the easement herein granted.

(e) The easement is granted in an "As Is" condition with all faults, including both latent and patent defects.

(f) The Grantee agrees to indemnify, defend and hold harmless Grantor from any and all loss, claim, damage, liability, cost and expense, including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which Grantor may pay or become obligated to pay on account of any claim or assertion of liability arising or alleged to have arisen out of any act or omission by the Grantee, its representatives or any third party operating under the grant of this easement.

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

(h) In no event shall the easement granted herein pass through, on or over any building or other improvement on Grantor's parcel or that of any of its affiliates except for any asphalt, pavement or other similar improvement used for vehicular traffic.

(i) In its sole and absolute discretion, Grantor may alter the location of the easement area so long as the relocated easement area is reasonably equivalent to the easement granted herein.

**Parcel Vesting Information**

**01/01/1979 to Present**

BK 4345 PG 134

**Serial Number: 01-083-0021**

Mailing Address: % STATE & LOCAL TAX DEPT / P O BOX 20  
BOISE, ID 83726

**Location**

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Location: 1 N 1 W 2 NW

NW

**Vested Owners**

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ALSALT PROPERTIES CORP

**Situs Address(es)**

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620 W 600 NORTH NORTH SALT LAKE 84054

**Tax District**

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44 NORTH SALT LAKE ABJW

**Legal Description**

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BEG AT APT N 678.44 FT & E 853.04 FT FR NW COR OF SEC 2, T1N-R1W; SLM: TH E 50 FT; TH S 1328.00 FT; TH E 1050 FT; TH S 1607 FT; TH N 45°00'00"W 149.91 FT; TH W 800 FT; TH N 809 FT; TH W 194 FT; TH N 2020 FT TO POB. CONT. 35.95 ACRES