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 05/10/2005 09:50 AM \$20.00
 Book - 9128 Pg - 8386-8391
GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 PACLAND
 1144 EASTLAKE AVE E STE 601
 SEATTLE WA 98109
 BY: LUG, DEPUTY - MA 6 P.

When Recorded Return to:
 South Jordan City
 1600 West Towne Center Drive
 South Jordan, UT 84095

PARCEL I.D. #27-24-251-010, 27-24-251-011
GRANTORS: Wal-Mart Stores, Inc. and
 Wal-Mart Real Estate Business Trust
 as part of Wal-Mart / Sam's Club
 Page 1 of 4
 South Jordan, UT #2307

EASEMENT

A variable width roadway easement located in the North Half of Section 27, Township 3 South, Range 1 West, Salt Lake Base and Meridian, U.S. Survey.

For the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned as GRANTORS hereby grant, convey, sell and set over unto THE CITY OF SOUTH JORDAN, a body politic of the State of Utah, hereinafter referred to as GRANTEE, its successors and assigns, a perpetual right of way and easement to construct, maintain, operate, repair and replace roadway, curb and gutter improvements, hereinafter called the FACILITIES, said right-of-way and easement being situated in Salt Lake County, State of Utah, over and through a parcel(s) of the GRANTORS' land more particularly described as follows:

SEE EXHIBITS A AND B ATTACHED HERETO AND INCORPORATED HEREIN.

TO HAVE AND HOLD the same unto the GRANTEE, its successors and assigns, to enter upon the above-described property with such equipment and vehicles as is necessary to construct, install, maintain, operate, repair and replace the FACILITIES. During construction periods, GRANTEE and its contractors may use such portion of GRANTORS' property along and adjacent to the right-of-way and easement as may be reasonably necessary in connection with the construction or repair of the FACILITIES. The contractor performing the work shall restore all property, through which the work traverses, to as near its original condition as is reasonably possible. GRANTORS shall have the right to use the above-described property except for the purposes for which this right-of-way and easement is granted to the GRANTEE, provided such use shall not interfere with the FACILITIES or any other rights granted to the GRANTEE hereunder.

GRANTORS shall not build or construct, or permit to be built or constructed, any building over or across this right-of-way and easement nor change the contour thereof

without the written consent of GRANTEE. This right-of-way and easement grant shall be binding upon, and inure to the benefit of, the successors and assigns of the GRANTORS and the successors and assigns of the GRANTEE, and may be assigned in whole or in part by GRANTEE.

GRANTEE agrees to use due care in any use of the easement herein granted and in the construction, installation, repair, replacement and maintenance of either GRANTEE'S improvements or the easement area as provided for herein so as not to unreasonably disturb GRANTORS' use of its property.

GRANTEE will forever waive and hold GRANTORS harmless for, and defend GRANTORS against, any claims, losses, causes of action, and suits which arise from GRANTEE'S, its agents', employees' or invitees' acts or omissions, including but not limited to the use of the easement herein granted and will indemnify GRANTORS for any losses suffered due to any such claims, losses, causes of action or suits.

The easement granted hereunder is a permanent easement and will continue in full force and effect so long as the easement is used by the GRANTEE, its successors and assigns.

GRANTEE shall not interfere with GRANTORS' business operations while utilizing this easement.

In exercising any rights and privileges under this easement, GRANTEE shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements relating to storm water discharges or the control of erosion or sediment discharges from construction projects, including but not limited to the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, and the Storm Water General Permit for Discharges Associated with Construction Activities (collectively the "Storm Water Requirements").

GRANTEE shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for, the construction, installation, repair, replacement and maintenance of either GRANTEE'S improvements or the easement area as provided for herein. GRANTEE shall comply with any and all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances, including but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment and the employment of its workers.

GRANTEE shall (i) comply in all respects with all immigration laws, statutes, rules, codes and regulations, (ii) properly maintain all records required by the United States Citizenship and Immigration Services (the "USCIS"), including without limitation, the completion and maintenance of the Form I-9 for each of GRANTEE'S employees, and (iii) respond in a timely fashion to any inspection requests related to such I-9 Forms. GRANTEE shall fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by the USCIS of GRANTEE or any of its employees. GRANTEE shall, on a bi-annual basis during the term of this easement, conduct an audit of the I-9 Forms for its

TEH:sjr 577955.1 4/27/05

employees and shall promptly correct any defects or deficiencies which are identified as a result of such audit. GRANTORS may, in GRANTORS' sole discretion, terminate this easement immediately if, at any time during the term, (x) GRANTEE violates or is in breach of any provision of this paragraph or (y) the USCIS determines that GRANTEE has not complied with any of the immigration laws, statutes, rules, codes and regulations of the United States. GRANTEE shall require all subcontractors performing any work on GRANTEE'S improvements or the easement area as provided for herein to make the covenants set forth in this paragraph.

IN WITNESS WHEREOF, the GRANTORS have executed this Easement this 29th date of April, 2005.

County Parcel No.
27-24-251-010
27-24-251-011

Acreage
0.30 acres

GRANTORS

Wal-Mart Stores, Inc., a Delaware corporation

By:  _____


Its Assistant Vice President

Wal-Mart Real Estate Business Trust, a Delaware statutory trust

By:  _____

Its Assistant Vice President

SRD
4-29-05

Approved as to legal terms only
by  _____
WAL-MART LEGAL DEPT.
Date: 4-29-05

STATE OF ARKANSAS)
 :ss
COUNTY OF BENTON)

On the 29th day of April, 2005, personally appeared before me John E. Clarke who being by me duly sworn did say that ~~(s)~~he is the Assistant Vice President of **Wal-Mart Stores, Inc.**, a Delaware corporation, and that the foregoing instrument was signed in behalf of said corporation by authority of its bylaws or by a resolution of its Board of Directors; and acknowledged to me that said corporation executed the same.

BOBBI KAY MATZ
NOTARY PUBLIC-STATE OF ARKANSAS
BENTON COUNTY
My Commission Expires 9-27-2014

Bobbi Kay Matz
Notary Public

My Commission Expires: 09 27 2014

Residing in: Benton County

STATE OF ARKANSAS)
 :ss
COUNTY OF BENTON)

On the 29th day of April, 2005, personally appeared before me John E. Clarke who being by me duly sworn did say that ~~(s)~~he is the Assistant Vice President of **Wal-Mart Real Estate Business Trust**, a Delaware statutory trust, who duly acknowledged to me that ~~(s)~~he executed the same on behalf of said Trust.

BOBBI KAY MATZ
NOTARY PUBLIC-STATE OF ARKANSAS
BENTON COUNTY
My Commission Expires 9-27-2014

Bobbi Kay Matz
Notary Public

My Commission Expires: 09 27 2014

Residing in: Benton County



PEPG ENGINEERING, L.L.C.

Civil Engineering
Land Surveying
Wetlands
Land Planning
Environmental
Construction
Services

ROW BASEMENT **SOUTH JORDAN PROPOSED WAL-MART/SAM'S CLUB**

Beginning at a point which is North 00°20'38" East, along the section line 259.08 feet from the Center of Section 24, Township 3 South, Range 1 West, Salt Lake Base and Meridian; and South 89°39'22" East, 534.68 feet; and running thence North 00°18'00" East, 513.49 feet; thence West, 16.00 feet; thence North 00°18'00" East, 94.64 feet; thence East, 16.00 feet; thence North 00°18'00" East, 221.33 feet; thence East, 14.00 feet; thence South 00°18'00" West, 829.53 feet; thence North 89°40'02" West, 14.00 feet to the point of beginning.

Basement contains: 0.30 Acres

Basis of bearing for this description is North 00°20'38" East, from the Center section to the North quarter corner of Section 24, Township 3 South, Range 1 West, Salt Lake Base & Meridian.

EXHIBIT A

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421 West 12300 South #400 • Draper, Ut 84020 • Telephone (801) 562-2521 • Fax (801) 562-2551

BK 9128 PG 8390

