

PN

Date:

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EASEMENT

King Holdings, LC, a Utah limited liability company, doing business in the State of Utah, Grantor, hereby conveys and warrants to PacifiCorp, an Oregon corporation, dba Utah Power & Light Company, whose principal place of business is located at 1407 West North Temple, Salt Lake City, Utah, its successors in interest and assigns, Grantee, for the sum of Ten (\$10.00) Dollars and other valuable consideration, a perpetual easement and right of way for the erection, operation, maintenance, repair, alteration, enlargement, inspection, relocation and replacement of electric transmission and distribution lines, communications circuits, fiber optic cables and associated facilities, and seven (7) poles and eight (8) guy anchors, with the necessary guys, stubs, crossarms, braces and other attachments affixed thereto, for the support of said lines and circuits, on, over, under and across real property located in Washington County, Utah, described as follows:

See Schedule I attached hereto and incorporated herein by this reference.

Together with all rights of ingress and egress necessary and reasonable for the full and complete use, occupation and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation, or enjoyment of this easement.

WITNESS the hand of the Grantor this 23 day of December, 1996.

King Holdings, LC

By: John H. Barlow
John H. Barlow, Member

Attest: _____
Secretary

00560554 BK 1084 Pg 0703

RUSSELL SHIRTS * WASHINGTON CO RECORDER
1997 MAR 19 16:01 PM FEE \$18.00 BY JRB
FOR: UTAH POWER & LIGHT CO

PN

Date:

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STATE OF UTAH)

) ss.

COUNTY OF Utah)

On this 23 day of December, 1996, personally appeared before me John H. Barlow, who being by me duly sworn did say that he is a member of King Holdings, LC, a Utah limited liability company, and acknowledged to me that said limited liability company executed the same.

My Commission expires:

May 20, 1999

Paula D. Coddington

Notary Public

Residing at Am. Fork, UT



NOTARY PUBLIC
Paula D. Coddington
310 South Main, Suite 308
Salt Lake City, Utah 84101
My Commission Expires
May 20, 1999
STATE OF UTAH

Description Approved _____

Form & Execution Approved _____

File No.

00560554 Bk 1084 Pg 0704

PN

Date:

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EASEMENT ADDENDUM

Grantor: King Holdings, LC, a Utah limited liability company

Grantee: PacifiCorp, an Oregon corporation, dba Utah Power & Light Company

Instrument Date: December 22, 1996

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 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) and shall promptly repair and restore to its prior condition any landscaping, paving or other parking or driveway improvements existing within the described easement area(s) which are disturbed by the construction or maintenance of Grantee's Property by Grantee, or Grantee's agents or contractors.

(e) Grantee shall not in the exercise of the within easement(s) unreasonably interfere or obstruct Grantor, or Grantor's tenants, 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 or tenants of Grantor. Nothing in this Paragraph (e), however, shall allow Grantor or Grantor's tenants, agents or contractors to construct a building 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.

00560554 Bk 1084 Pg 0705

CONSENT TO EASEMENT

Albertson's, Inc., a Delaware corporation, and the holder of a leasehold estate in and to a portion of the easement area described in the aforesaid Easement (pursuant to that certain Shopping Center Ground Lease dated November 2, 1995, a Memorandum of which was recorded on November 2, 1995, as Entry No. 00514396, in Book 0948, Page 0150, of the official records of Washington County, Utah), hereby consents to the Easement and agrees that all of its right, title, estate and interest in and to the easement area shall be subject and subordinate to the Easement.

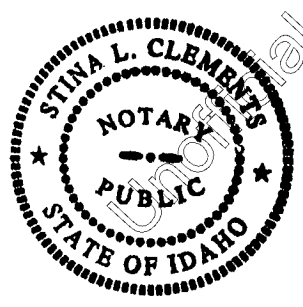
WHA
Albertson's, Inc., a Delaware corporation
William H. Arnold
By: William H. Arnold
Its: Vice President, Real Estate Law

Attest: _____
~~Secretary~~

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 20th day of December, 1996, before me, the undersigned, a Notary Public in and for said state, personally appeared William H. Arnold, known or identified to me to be the Vice President, Real Estate Law of Albertson's, Inc., the corporation that executed the instrument or the person 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.



Stina L. Clements
NOTARY PUBLIC for Idaho
Residing at *Bowl*
My commission expires: *4-28-2000*

00560554 Bk 1084 Pg 0706

SCHEDULE I

Legal Description for New Power Line Easement
Albertson's No. 301
Washington, Utah

MB

Beginning at a point that is S89°39'15"W along the section line (basis of bearing) 103.90 feet from the Washington County monument at the South Quarter corner of Section 15, Township 42 South, Range 15 West, Salt Lake Base and Meridian; said point of beginning being a boundary corner of Albertson's Center No. 1 Amended, according to the official plat thereof; thence along said subdivision boundary line S89°39'15"W 68.68 feet and N54°02'09"E 63.89 feet; thence N35°57'51"W 15.00 feet; thence S54°02'08"W 58.89 feet; thence S89°37'19"W 29.21 feet; thence S0°22'41"E 15.00 feet; thence N89°37'19"E 10.83 feet; thence S54°02'09"W 101.87 feet; thence S73°20'32"W 263.31 feet; thence S79°14'48"W 238.87 feet; thence N28°54'09"W 201.20 feet; thence S88°44'58"E 48.53 feet; thence N1°15'02"E 15.00 feet; thence N88°44'58"W 57.24 feet; thence N28°54'09"W 111.24 feet; thence S61°05'51"W 15.00 feet; thence S28°54'09"E 102.53 feet; thence N88°44'58"W 28.20 feet to a point on the West line of Lot 3, said Albertson's Center No. 1 Amended subdivision; thence along said Lot line S14°14'12"E 17.40 feet to an angle point on the Southerly boundary line of said subdivision; thence along said Southerly subdivision boundary line S21°40'56"E 282.00 feet, N74°15'40"E 570.65 feet and N54°02'09"E 190.94 feet to the point of beginning.

00560554 Bk.1084 Pg.0707