

RETURN TO:
UAMPS
8722 South 300 West
Sandy, UT 84070

00560644 Bk.1085 Pg0022

RUSSELL SHIRTS * WASHINGTON CO RECORDER
1997 MAR 20 14:59 PM FEE \$14.00 BY JRB
FOR: FIRST AMERICAN TITLE CO

RIGHT-OF-WAY EASEMENT

Line No. _____
R/W. No. _____
County of _____
State of _____

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, King Holdings, LC, a Utah limited liability company, as owner of the fee title, and Albertson's, Inc., as owner of the leasehold ("Grantors"), for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grant, convey, bargain, sell, and warrant unto Utah Associated Municipal Power Systems ("Grantee"), a municipal corporation whose address is 8722 South 300 West, Sandy, Utah 84070, its successors and assigns, a perpetual easement, right-of-way and right on, over, under, above and across the following properties located in the County of Washington, State of Utah:

See Schedule I attached hereto and incorporated herein by this reference

This easement is granted to Grantee and its successors and assigns for the right and purpose of ingress and egress as necessary for people, vehicles, equipment, supplies and inventory to operate, maintain, repair, replace, or perform any other act or service on a transmission line or lines and structures (including attachments and appurtenances) within an easement owned by Grantee on adjacent property. Grantors hereby release and waive all rights under and by virtue of any applicable laws relating to homestead exemption and/or dower and/or similar rights. Grantors warrant that they are the owners of the real property described, as their interests appear, and that said realty is free and clear of any other rights or claims that would interfere with Grantee's ability to exercise its rights under this easement. Grantors shall have the right to fully use the surface of this easement, so long as such use does not interfere with or threaten to endanger the rights herein granted to Grantee. Grantee may release this grant of easement and right-of-way at any time by filing a release of same with the Washington County Recorder. It is understood that the person securing this grant is without authority from Grantee to make any agreement in respect of the subject matter hereof not herein expressed, all prior or contemporaneous agreements, if any, whether verbal or written, being included herein. Grantors further agree that whenever necessary, words used in this instrument in the singular shall be construed to read in the plural, and the words used in the masculine gender shall be construed to read in the feminine.

The herein above described rights are assignable in whole or in part.

IN WITNESS WHEREOF, Grantors have executed this instrument this 3rd day of December, 1996.

WITNESS

GRANTORS

KING HOLDINGS, LC

John H. Barlow
John H. Barlow, Member

ALBERTSON'S, INC.

By [Signature]
Its Vice President, Real Estate Law

[Signature]

(as to Albertson's)

[Signature]

(as to Albertson's)

FIRST AMERICAN TITLE CO. OF UTAH

40946 72729

ACKNOWLEDGEMENTS

STATE OF UTAH)

COUNTY OF Utah) SS.

The foregoing instrument was acknowledged before me this 4th day of December, 1996, by John H. Barlow, Member of King Holdings, LC, a Utah limited liability company, the signer of the foregoing document who duly acknowledged to me that said limited liability company executed same.

Witness my hand and official seal.
My commission expires: 1/24/2000



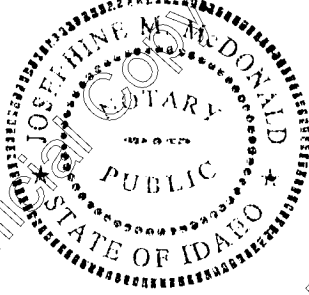
Lexi Sanders
Notary Public
Residing at: Orem, Ut.

STATE OF IDAHO)

COUNTY OF ADA) SS.

On this 3rd 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 V.P. 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.



Josephine M. McDonald
NOTARY PUBLIC for Idaho
Residing at Champa, Idaho
My commission expires: 2-01-99

SCHEDULE I

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

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 S54°02'09"W 190.94 feet, S74°15'40"W 570.65 feet and N21°40'56"W 282.00 feet to a boundary corner; thence along the West line of Lot 3 of said subdivision N14°14'12"W 52.21 feet; thence N74°15'40"E 75.20 feet; thence S15°44'20"E 234.67 feet; thence S81°51'22"E 63.80 feet; thence N74°15'40"E 153.80 feet; thence East 63.44 feet; thence N74°15'40"E 166.11 feet; thence N53°40'38"E 303.52 feet; thence N74°15'40"E 13.35 feet; thence N54°01'47"E 52.06 feet; thence N42°06'26"E 107.43 feet to a point on the Southwesterly line of Green Spring Drive; thence along said street line S47°53'34"E 61.43 feet to the most Easterly boundary corner of said Albertson's Center No. 1 Amended subdivision; thence along said subdivision boundary line S54°02'09"W 291.00 feet and N89°39'15"E 68.68 feet to the point of beginning.

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