

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

00560645 Bk 1085 Pg 0025

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

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 ("Grantor"), for Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, conveys, bargains, sells, and warrants 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 that certain real property located in the County of Washington, State of Utah, described as follows:

See Schedule I attached hereto and incorporated herein by this reference

to construct, enlarge, reconstruct, rephase, repair, operate, maintain, place relocate and/or replace electric transmission and/or electric distribution lines and or electric systems and/or communication systems and such other equipment and appurtenances as may be necessary and/or convenient for such operations; to cut, trim and control the growth by chemical means, machinery or otherwise of trees, shrubbery, undergrowth and roots and other plants and to clear the easement of all structure, obstructions and/or other objects within 20 feet of the centerline of said line or system or that may interfere with or threaten to endanger the operation or maintenance of said line or system; together with the right of ingress and egress thereto at convenient points for such purposes. Grantor hereby release and waives all rights under and by virtue of any applicable laws relating to homestead exemption and/or dower and/or similar rights. Grantor agrees that all electric transmission and/or electric distribution lines and/or electric systems and/or communication systems and all equipment and appurtenances associated with such above ground facilities installed on the above described lands at the Grantee's expense shall remain the property of the Grantee, removable at Grantee's option. Grantor warrants that he is the owner of the real property described, as their interests may appear, and that said realty is free and clear of any other rights or claims that would interfere with Grantee's ability to own, operate and maintain the transmission line or otherwise exercise its rights under this easement. The parties acknowledge that this easement is given as part of a relocation of an existing easement and that PacifiCorp will also be relocating, to a portion of the real property described above, an easement described in a written document recorded in the records of the Washington County Recorder on June 17, 1964. Grantor shall coordinate the granting of the relocated PacifiCorp easement so that it does not interfere with the Grantee's ability to own, operate and maintain the transmission line or otherwise exercise its rights under this easement. Grantor shall have the right to fully use the surface of the right-of-way easement, except for the purpose of erecting buildings and/or structures within, or starting or maintaining fires within the said right-of-way 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 appropriate 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. Grantor further agrees 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.

FIRST AMERICAN TITLE CO. OF UTAH

40946 7-2729

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

IN WITNESS WHEREOF Grantor has executed this instrument this 3rd day of December, 1996.

WITNESS

GRANTOR

[Signature]

(as to Albertson's)
[Signature]

(as to Albertson's)

KING HOLDINGS, LC

[Signature]
John H. Barlow, Member

ALBERTSON'S, INC.

By [Signature]
Its Vice President, Real Estate Law

ACKNOWLEDGEMENTS

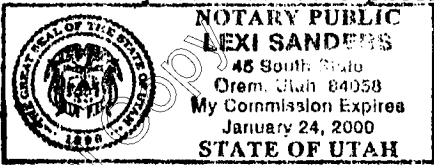
STATE OF UTAH)

COUNTY OF Utah) ss.

The foregoing instrument was acknowledged before me this 4 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



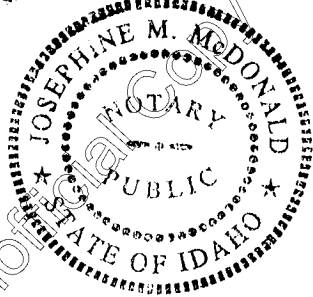
[Signature]
Notary Public
Residing at: Orem, Utah

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.



[Signature]
NOTARY PUBLIC for Idaho
Residing at Merida, Idaho
My commission expires: 2-01-99

SCHEDULE I

Legal Description for New Power Line 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 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.

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