

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made this 15th day
1988, by and between Smith's Food King Properties, Inc., a Utah
corporation, herein referred to as "Grantor", and the City of St.
George, a Utah municipal corporation, herein referred to as
Grantee.

R E C I T A L S :

A. Grantor has acquired in fee simple certain property
located in Blocks 21 and 22, Plat "A", St. George City Survey.

B. In order for Grantor to proceed with its development,
Grantee has acquired certain easements to be granted as
hereinafter set forth and, therefore, the parties have determined
to enter into this Easement Agreement.

NOW, THEREFORE, in consideration of the covenants herein
contained, Ten Dollars (\$10.00) and other good and valuable
consideration, the receipt and sufficiency of which are
acknowledged by the parties, it is agreed as follows:

1. That Grantor, for itself, its heirs, successors and
assigns, grants and conveys to Grantee, its heirs, successors and
assigns, an easement, running with the land, in, to, upon, over
and under real property described on Exhibit "A", attached hereto
and incorporated herein, for the installation, construction and
maintenance of public utilities, including but not limited to
water, power, sewer, irrigation and drainage facilities, provided
however the use and enjoyment of the above easement shall not

REQUEST
SOUTHERN UTAH TITLE
BOOK 495 PAGE 558-561
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prohibit or unreasonably interfere with the use by Grantor or its assigns of the property described for purposes of ingress, egress, parking and storage, etc.

2. The easements created and the covenants herein shall be in perpetuity.

3. Grantor shall be responsible for repair and restoration of property resulting from the installation, subsequent maintenance and/or use of the easements granted herein.

GRANTOR:

Smith's Food King Properties, Inc.

By 

Peter H. Barth, Assistant
Secretary

GRANTEE:

City of St. George

By 

Karl Brooks, Mayor

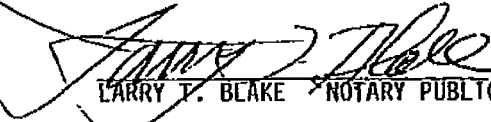
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STATE OF UTAH)
 : ss
COUNTY OF WASHINGTON)

On the 15th day of August, 1988 personally appeared before me Peter H. Barth, who being by me duly sworn did say that he is the Assistant Secretary of Smith's Food King Properties, Inc., and that the within and foregoing instruemnt was signed in behalf of said corporation by authority of a resolution of its Board of Directors and said Peter H. Barth duly acknowledged to me that said corporation executed the same and that the seal affixed is the seal of said corporation

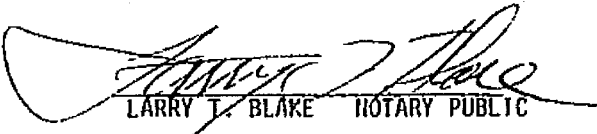
RESIDING: St. George, Utah
COMMISSION EXPIRES: 12-28-89


LARRY T. BLAKE NOTARY PUBLIC

STATE OF UTAH)
 : ss.
COUNTY OF WASHINGTON)

On the 16th day of August, 1988 personally appeared before me Karl Brooks who being by me duly sworn did say that he is the Mayor of St. George City, and that the within and foregoing instrument was signed in behalf of said City by authority of a resolution of its City Council and Karl Brooks duly acknowledge to me that said City of St. George executed the same.

RESIDING: St. George, Utah
COMMISSION EXPIRES: 12-28-89

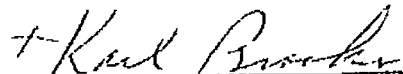

LARRY T. BLAKE NOTARY PUBLIC



A part of Lots 1 and 8, Block 21; part of Lots 2, 3, and 4, Block 22, Plat 'A' and a portion of vacated 400 West Street, St. George City Survey:

Beginning at the northwest corner of said block 22 and running thence south $0^{\circ}05'19''$ west 165.86 feet along the west line of said block 22; thence south $89^{\circ}55'26''$ east 198.69 feet; thence south $0^{\circ}04'34''$ west 36.05 feet; thence north $89^{\circ}51'16''$ west 283.89 feet; thence south $0^{\circ}08'44''$ west 318.95 feet; thence south $89^{\circ}51'16''$ east 270.53 feet along a line parallel to and being 10.00 feet perpendicularly distance northerly from the north line of Tabernacle Street; thence north $0^{\circ}08'44''$ east 10.00 feet; thence south $89^{\circ}51'16''$ east 60.00 feet; thence north $0^{\circ}04'17''$ east 245.30 feet along a line parallel to and being 20.00 feet perpendicularly distance westerly from the east line of lots 2 and 3, said block 22 to the north line of said lot 3; thence south $89^{\circ}51'16''$ east 20.00 feet along said north line to the northeast corner of said lot 3; thence south $0^{\circ}04'17''$ west 265.30 feet along the east line of said lots 2 and 3 to the north line of Tabernacle Street; thence north $89^{\circ}51'16''$ west 645.07 feet along said north line of street to the east line of Bluff Street; thence north $15^{\circ}57'02''$ west 15.61 feet along said east line of street; thence south $89^{\circ}51'16''$ east 218.84 feet along a line parallel to and being 15.00 feet perpendicularly distance northerly from the north line of Tabernacle Street; thence north $0^{\circ}08'44''$ East 515.62 feet to the south line of St. George Boulevard; thence south $89^{\circ}51'16''$ east 165.00 feet along said south line of street to the point of beginning.


PETER H. BARTH


KARL BROOKS