

RECORDING REQUESTED
BY AND WHEN RECORDED
RETURN TO:

GRAND CENTRAL, INC.
P.O. Box 42121
Portland, Oregon 97242-0121
Attn: Corporate Legal Department

6479620
10/11/96 4:42 PM 20.00
NANCY WORKMAN
RECORDER, SALT LAKE COUNTY, UTAH
FIRST AMERICAN TITLE
REC BY B GRAY DEPUTY - WI

6479620

UTILITY EASEMENT

This Utility Easement, granted by **SAFEGUARD SERVICES CORPORATION**, whose address is: 54 West 700 South, Suite 200 Salt Lake City, Utah 84101 ("Grantor"), in favor of **Grand Central, Inc.**, P.O. Box 42121, Portland, Oregon 97242-0121 ("Grantee"), recites and provides as follows:

- A. Grantee is the owner of the property described on Exhibit A ("Grantee's Parcel").
- B. Grantee is, contemporaneously with execution of this Easement, selling the property described on Exhibit B ("Grantor's Parcel") to Grantor.
- C. There presently exist on Grantor's parcel certain light poles and fire hydrants, and the underground utility facilities appurtenant thereto (the "Existing Improvement"). The general location of the Existing Improvements is shown on the survey map attached as Exhibit C. As a condition to the conveyance of the Grantor's Parcel, Grantee has required that Grantor grant an easement to Grantee, to permit the Existing Improvements to remain in place. In addition, Grantee has required that a portion of Grantor's Parcel remain free of buildings, so as to maintain adequate clearance from existing improvements on Grantee's Parcel.

Now, therefore, the parties agree as follows:

1. Grantor, for and in consideration of mutual benefits and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys to Grantee, a perpetual non-exclusive easement and right of way (the "Easement") in, on, over, under and across those portions of Grantor's Parcel specifically designated as "Easement Area" on Exhibit C hereto (the "Easement Area") and those other portions of Grantor's Parcel on which the Existing Improvements are currently installed, and including any underground utility installations appurtenant to the above-ground existing improvements for the purpose of repairing, maintaining, replacing and operating the Existing Improvements, together with the right of ingress to and egress from the Easement Area over and across the driveways, drive lanes, sidewalks, landscaped areas, and pathways from time to time established on Grantor's Parcel, in Grantor's sole discretion, for the foregoing purposes. The Easement includes the right to use the property ten feet from the center line of the Existing Improvements for purposes of maintenance and repair. Nothing in this Paragraph 1 shall be construed to require Grantor to install or maintain any driveways, drive lanes, sidewalks, landscaped areas, and pathways on the Grantor's Parcel, it being expressly understood that Grantor, in Grantor's sole discretion, shall have the right, from time to time, to install and remove any driveways, drive lanes, sidewalks, landscaped areas, and pathways on the Grantor's Parcel as Grantor, in Grantor's sole discretion, deems appropriate. Furthermore, except as provided otherwise in Paragraphs 4 and 5, nothing in this Utility Easement shall be construed to limit or otherwise affect Grantee's ability to use and from time to time improve, alter, modify, or remove improvements from those portions of Grantor's Parcel other than the No-Build Zone and the Easement Area in any manner deemed appropriate by Grantor, in Grantor's sole discretion.
2. Grantee shall, upon completion of any installation or repair of the Existing Improvements and at its sole cost and expense, remove all debris and restore the surface of the Easement Area to its previous condition.
3. Grantee shall protect, defend, indemnify and hold Grantor harmless from and against any and all claims, demands, losses, damages, expenses and liabilities, including personal injury and for any damage to or loss or destruction of property, suffered by Grantor, its tenants, employees and invitees, arising out of or resulting from the construction, maintenance or use of the Existing Improvements, or arising in any manner out of Grantee's use of the Easement Area; provided however, that Grantor shall not be entitled to such indemnification for damage caused to Grantor or any third party by reason of the sole negligence or misconduct of Grantor or damage caused by the concurrent negligence of Grantor to the extent of such concurrent negligence.
4. Grantor reserves to itself the right to use the surface of the Easement Area for any purpose including landscaping, installation of fences, installation of display areas, and paved parking; provided, however, that except as provided in this Paragraph 4, Grantor shall not erect, place or construct any

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UTILITY EASEMENT - FORM NO. N-4

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permanent buildings or other similar structures on the Easement Area without the written approval of Grantee.

5. Grantor agrees not to construct any permanent buildings or other similar structures in the area shown on Exhibit C as the "No-Build Zone." Grantor reserves to itself the right to use the surface of the No-Build Zone for any purpose including landscaping, installation of fence, installation of display areas, and paved parking.

6. The Easement granted hereby shall be non-exclusive and Grantor reserves the right to grant other easement rights in and to the Easement Area; provided that such easement rights shall not interfere with the easement rights granted herein.

7. Should either Grantor or Grantee desire to relocate any of the Existing Improvements, the parties shall work in good faith to agree on a relocation thereof that does not materially affect the operation of the Existing Improvements, and that does not materially impact the use of Grantor's Parcel or Grantee's Parcel. Any relocation shall be performed at the sole cost of the party requesting relocation, unless otherwise agreed.

8. This Easement shall run with the land and inure to the benefit of Grantee, its successors and assigns as owners and/or tenants of the Grantee's Parcel, may be assigned to and/or used by public or private utility companies providing utility services to Grantee, and shall be binding upon Grantor, its successors and assigns, as owners or occupants of the Grantor's Parcel.

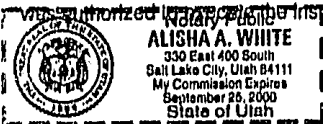
Dated OCTOBER 11, 1996

GRANTOR: SAFEGUARD SERVICES CORPORATION
By: [Signature]
Title: SECRETARY

GRANTEE: GRAND CENTRAL, INC.
By: [Signature]
Title: VICE PRESIDENT

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

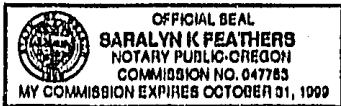
On this 11th day of October, 1996, before me, the undersigned, a Notary Public in and for the State of Utah, duly commissioned and sworn, personally appeared Bradley J. Eichers to me known to be the person who signed as Secretary of Safeguard Services Corp. the Utah corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned; and on oath stated that he or she was duly elected, qualified and acting as said officer of the corporation and was authorized to execute the instrument on behalf of the corporation.



[Signature]
NOTARY PUBLIC in and for the State of Utah
My Appointment Expires: 9/25/00

STATE OF OREGON)
COUNTY OF MULTNOMAH) ss.

On this 15th day of OCTOBER, 1996 before me, the undersigned, a Notary Public in and for the State of Oregon, duly commissioned and sworn, personally appeared Kenneth Thrasher, to me known to be the person who signed as Vice President of Grand Central, Inc., the Utah corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned; and on oath stated that he or she was duly elected, qualified and acting as said officer of the corporation and was authorized to execute the instrument on behalf of the corporation.



[Signature]
NOTARY PUBLIC in and for the State of Oregon, residing at [Address]
My Appointment Expires: 10/31/99

- Exhibit A: Legal Description, Grantee's Parcel
- Exhibit B: Legal Description, Grantor's Parcel
- Exhibit C: Survey Drawing

PORTLAND, OREGON
58751160284

Exhibit A: Legal Description, Grantee's Parcel

PARCEL 1.

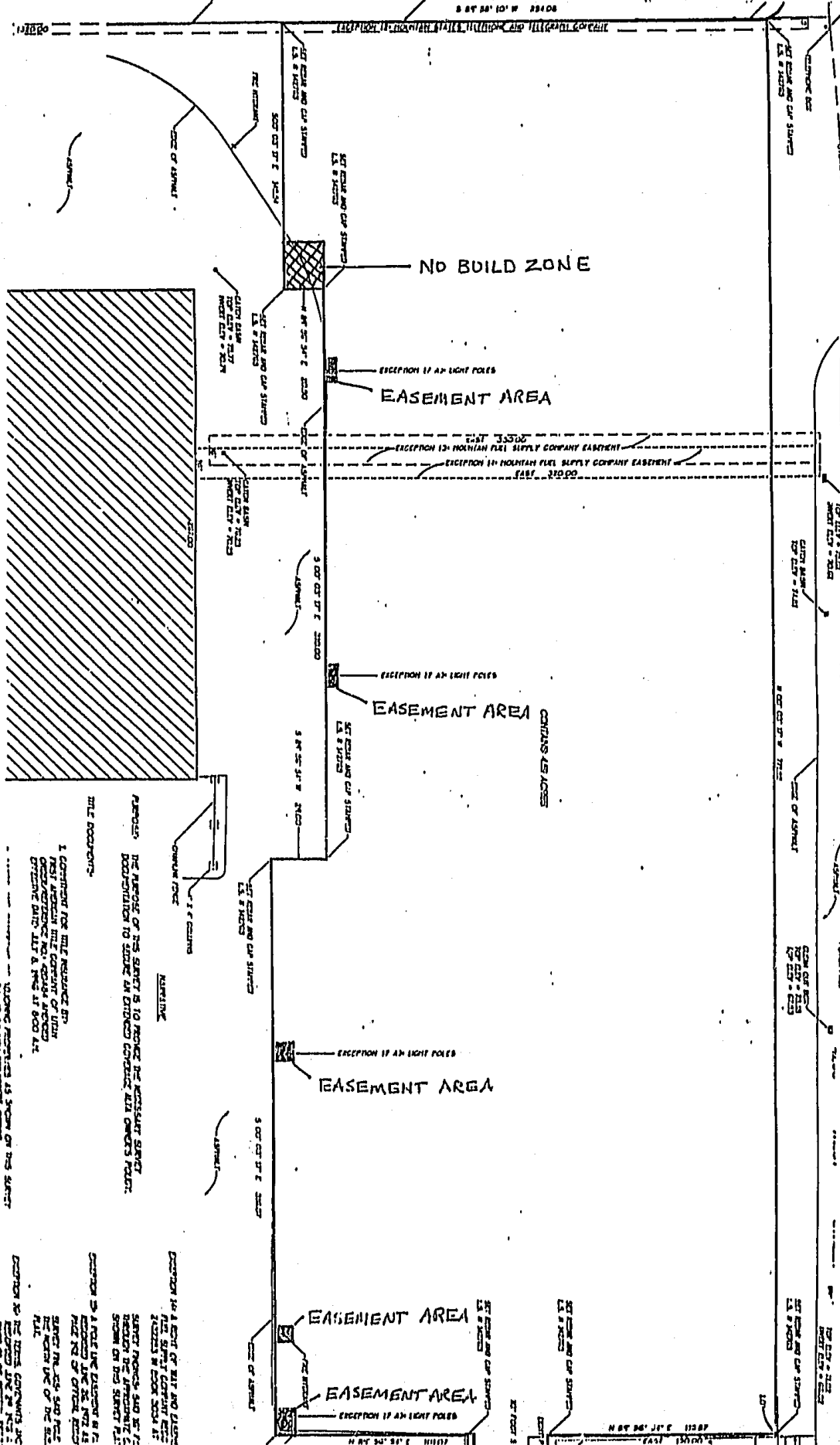
BEGINNING at a point on the South right of way line of 3500 South Street, said point being South 89°56'54" West along the section line 515.00 feet and South 0°01'50" East 40.00 feet from the Northeast corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence South 0°01'50" East 295.00 feet; thence North 89°56'54" East 475.00 feet to the West right of way line of 4000 West Street; thence South 0°01'50" East along said West line 94.00 feet; thence South 89°56'54" West 290.00 feet; thence South 0°01'50" East 132.00 feet; thence South 89°56'54" West 40.00 feet; thence South 0°01'50" East 233.60 feet; thence North 89°56'54" East 330.00 feet to the West right of way line of 4000 West Street; thence South 0°01'50" East along said West line 195.39 feet to the Northeast corner of the Woodcove No. 1 Subdivision; thence South 89°58'10" West along the North lines of the Woodcove No. 1 & No. 2 Subdivisions, 878.85 feet; thence North 0°01'50" West 200.75 feet; thence South 89°58'10" West 93.63 feet; thence North 0°00'06" East and along the West side of a brick building 258.20 feet; thence South 89°56'54" West 24.68 feet; thence North 0°01'50" West 312.68 feet; thence North 89°56'54" East 13.65 feet; thence North 0°02'11" West 178.00 feet to the South right of way line of 3500 South State Street; thence North 89°56'54" East along said South line 508.35 feet to the point of BEGINNING.

Excluding property conveyed to HVIOMD, L.C., a Utah Limited Liability Company, described as follows:

Beginning at a point on the South line of 3500 South Street, said point being South 89°56'54" West along the section line 672.25 feet and South 0°03'06" East 40.00 feet from the Northeast corner of Section 31, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence South 0°03'06" East 215.00 feet; thence South 89°56'54" West 170.00 feet; thence North 0°03'06" West 215.00 feet to the South line of said 3500 South Street; thence North 89°56'54" East along said South line 170.00 feet to the point of beginning.

EXHIBIT C

S 87 54' 10" W 294.08



POOR COPY
CO. RECORDER

SK7511PG0286

THE OCCUPANTS
 1. COVENANT FOR THE INSURANCE BY
 FIRST AND SECOND TRUSTEES OF THE
 DIVISION OF THE STATE OF CALIFORNIA
 DIVISION OF THE STATE OF CALIFORNIA
 DIVISION OF THE STATE OF CALIFORNIA

THE PURPOSE OF THIS EASEMENT IS TO PROVIDE THE NECESSARY STREET
 EASEMENT TO SERVE AN ADJACENT PROPERTY WITH UTILITY POLLS.

SECTION 14: A PORTION OF THE EAST AND SOUTH
 EASEMENT AREAS ARE TO BE CONVEYED TO THE
 STATE OF CALIFORNIA FOR THE
 PURPOSE OF PROVIDING THE NECESSARY
 EASEMENT TO SERVE AN ADJACENT
 PROPERTY WITH UTILITY POLLS.

SECTION 15: A PORTION OF THE EAST AND SOUTH
 EASEMENT AREAS ARE TO BE CONVEYED TO THE
 STATE OF CALIFORNIA FOR THE
 PURPOSE OF PROVIDING THE NECESSARY
 EASEMENT TO SERVE AN ADJACENT
 PROPERTY WITH UTILITY POLLS.

SECTION 16: THE TRUST COMPANIES, INC.
 TRUST COMPANIES, INC.

SECTION 17: A PORTION OF THE EAST AND SOUTH
 EASEMENT AREAS ARE TO BE CONVEYED TO THE
 STATE OF CALIFORNIA FOR THE
 PURPOSE OF PROVIDING THE NECESSARY
 EASEMENT TO SERVE AN ADJACENT
 PROPERTY WITH UTILITY POLLS.

SECTION 18: A PORTION OF THE EAST AND SOUTH
 EASEMENT AREAS ARE TO BE CONVEYED TO THE
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 PURPOSE OF PROVIDING THE NECESSARY
 EASEMENT TO SERVE AN ADJACENT
 PROPERTY WITH UTILITY POLLS.

SECTION 19: A PORTION OF THE EAST AND SOUTH
 EASEMENT AREAS ARE TO BE CONVEYED TO THE
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 PURPOSE OF PROVIDING THE NECESSARY
 EASEMENT TO SERVE AN ADJACENT
 PROPERTY WITH UTILITY POLLS.

Exhibit B: Legal Description, Grantor's Parcel

PARCEL 3

BEGINNING AT A POINT ON THE SOUTH LINE OF 3500 SOUTH STREET, SAID POINT BEING SOUTH 89° 56' 54" WEST ALONG THE SECTION LINE 1137.38 FEET AND SOUTH 00° 02' 11" EAST 40.00 FEET FROM THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE SOUTH 00° 02' 13" EAST 178.00 FEET; THENCE NORTH 89° 56' 54" EAST 101.07 FEET; THENCE SOUTH 00° 03' 17" EAST 316.07 FEET; THENCE SOUTH 89° 56' 54" WEST 29.00 FEET; THENCE SOUTH 00° 03' 17" EAST 310.00 FEET; THENCE NORTH 89° 56' 54" EAST 20.50 FEET; THENCE SOUTH 00° 03' 17" EAST 145.54 FEET; THENCE SOUTH 89° 58' 10" WEST 254.08 FEET TO A POINT ON THE EAST RIGHT OF WAY (AS CONSTRUCTED) OF 4200 WEST STREET; THENCE NORTH 00° 03' 17" WEST, ALONG SAID EAST LINE 771.52 FEET; THENCE NORTH 89° 56' 54" EAST 118.87 FEET; THENCE NORTH 00° 02' 13" WEST 178.00 FEET TO A POINT ON THE SOUTH LINE OF 3500 SOUTH STREET; THENCE NORTH 89° 56' 54" EAST ALONG SAID SOUTH LINE 42.65 FEET TO THE POINT OF BEGINNING.

CONTAINS 4.59 ACRES