

WHEN RECORDED, RETURN TO:
PacifiCorp
Attn: Lisa Louder / blm
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116

ENT 113245:2008 PG 1 of 9
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2008 Oct 17 9:25 am FEE 26.00 BY CS
RECORDED FOR PACIFICORP/ROCKYMOUNTPOW

Parcel Number: 27-038-0058

ROADWAY EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration PACIFICORP, an Oregon Corporation, d/b/a Rocky Mountain Power, whose address is 1407 West North Temple, Salt Lake City, Utah, 84116 ("GRANTOR"), hereby CONVEYS to **Western National Trust Company, an affiliate of Zions First National Bank, as trustee of the Malcolm N. McKinnon Marital Trust u/a/d March 1, 1962**, whose principal address is c/o Zion's Bank Property Management Department, P.O. Box 30880, Salt Lake City, Utah 84130, its successors-in-interest and assigns ("GRANTEE"), a perpetual, non-exclusive easement and right of way for the installation, construction, operation, maintenance and repair of a private roadway, along with a perpetual easement and right of way for utilities, in and/or under, the following described real property located in Utah County, State of Utah, to-wit (the "Easement Area"):

An 80.00 foot right of way easement for vehicular and pedestrian ingress and egress traffic, described as follows:

A part of the Northeast Quarter of Section 28, Township 8 South, Range 3 East, Salt Lake Meridian:

Beginning at a point on the east section line of said Section 28 which is 1295.45 feet North 0°12'20" West from the East Quarter corner of said Section 28, said point also being 80.00 feet South 0°12'20" East from the northeast corner of grantors property; running thence South 89°42'55" West 507.92 feet to the west line of grantors property and a fence line; thence North 0°43'05" West 80.00 feet along said west line and fence line to the northwest corner of grantors property and a fence line; thence North 89°42'55" East 508.63 feet along the north line of grantors property and said fence line and line extended to the northeast corner of grantors property and said east section line; thence South 0°12'20" East 80.00 feet along the east line of grantors property and said east section line to the point of beginning.

This includes a 10' wide Public Utility Easement along both sides of the road.

Contains approximately: 40,662 sq.ft. or 0.933 acres.

This easement and right-of-way is granted to Grantee, its successors and assigns and their authorized agents, for the benefit of that certain real property located in Utah County, State of Utah, and more particularly described on **Exhibit "A"** attached hereto, subject to the following restrictive covenants and conditions:

BLM / UTUT-0170

Western National Trust Company (Steve Benton) Access Road Esmnt

1. Grantee, its successors and assigns, will not make or allow to be made any use of the easement herein granted that is inconsistent with, or interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing installations or additional facilities or improvements constructed prior to, or after, the granting of this easement, including electric transmission and distribution circuits that cross over or above the property as herein described. All utilities constructed in the Easement Area shall be underground and not visible.

2. Grantee has examined the Easement Area and accepts it in its present condition, AS IS, WHERE IS and WITH ALL FAULTS. Grantor makes no representations or warranties as to the present or future condition of the Easement Area and shall not be required to perform, pay for, or be responsible for any work to ready the property or remedy any property conditions or perform any work, repair, or improvement whatsoever to the property or Grantor's facilities or structures to accommodate Grantee's use conveyed hereunder. Without limiting the generality of the foregoing, Grantor hereby disclaims (and Grantee hereby acknowledges and agrees to such disclaimer) any warranties, guaranties or representations relating to the physical condition of the Easement Area, the condition of title in and to the Easement Area, any adverse environmental conditions in, on, under, or around the Easement Area, and any warranty of fitness of the Easement Area for a particular purpose.

3. In the event that curb and gutter is constructed on, along or within the Easement Area, said curb and gutter will be high-back type and will contain a 30-foot curb cut on both sides of the roadway located at place designated by the Grantor, which curb cut will permit passage of Grantor's equipment used for repair and maintenance of Grantor's substation and electric transmission lines. Roadway construction will be sufficient to support Grantor's equipment in excess of 50 tons. All improvements of any kind constructed within the Easement Area shall meet or exceed any and all minimum building and/or construction standards set forth in any and all applicable federal, state, and local laws, rules, acts, regulations and ordinances.

4. Grantee, its successors and assigns, will not use or permit to be used on said easement construction cranes or other equipment that violate OSHA and UTAH High Voltage Act Clearance Standards. Grantee will not store materials within the easement area. Grantee will not excavate within 50 feet of Grantor's transmission structures. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the easement area. At no time shall Grantee place any equipment or materials of any kind that exceeds fifteen (15) feet in height, or that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the easement area shall comply with OSHA, UTAH High Voltage Act Safety Clearance Standards, and all other applicable federal, state and local laws, rules, regulations, guidelines and ordinances.

5. Grantee shall not place or allow to be placed any trees or other vegetation within the easement exceeding twelve (12) feet in height. Grantee shall be responsible for removing any trees or vegetation that exceeds the 12 foot limitation.

6. In the event the grantee does not complete construction of a roadway upon the property herein described, within two (2) years of recordation of this document, this agreement and all rights herein shall thereupon immediately and automatically terminate (without the need for any execution of any additional documentation), with all rights and interest conveyed herein by Grantor to revert back to

Grantor by instrument of disclaimer from Grantee, or its successors or assigns. In the event Grantee ceases to use, for thirty (30) or more consecutive days, for purposes of a roadway, the property herein described, this easement shall thereupon immediately terminate, with all rights and interest conveyed herein by Grantor to revert back to Grantor by instrument of disclaimer from Grantee, or its successors or assigns.

7. Grantor shall have the right, at any time and from time to time, to use the Easement Area for any and all purposes, including without limitation, to cross and recross with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon. Without limiting the generality of the foregoing, Grantor, at any time without the need for any approval or consent from Grantee, shall have the right to grant additional easements, licenses or rights-of-way within the Easement Area to other persons or parties. In addition, Grantee shall maintain the roadway and Easement Area (and all improvement thereon), at all times (and at Grantee's expense) in a good and clean condition (including, without limitation, replacement as needed). Grantor shall have no obligation to maintain the Easement Area or to keep the same in passable condition for the benefit of Grantee. Any work performed on said Easement Area by Grantee shall be at Grantee's sole cost and expense. In the event that Grantee does not maintain the Easement Area in a good and clean condition (in Grantor's reasonable judgment), then Grantor may maintain and/or repair same at Grantee's expense.

8. Grantee, its successors and assigns, shall use the Easement Area at its own risk and hereby releases and forever discharges any claims, demands or causes of action it may have against Grantor, its officers, directors, employees, subsidiaries and affiliates, arising out of Grantee's use of or activities on or around the Easement Area, except in the case of Grantor's willful misconduct or breach of this Agreement. In addition, except in the case of Grantor's willful misconduct or breach of this Agreement, Grantee shall protect, defend, indemnify and hold harmless Grantor, its officers, directors, employees, subsidiaries and affiliates (collectively, "Indemnities") from and against any losses, claims, liens, demands and causes of action of every kind, including the amount of any judgment, penalty, interest, court cost or legal fee incurred by the Indemnities or any of them in the defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of taxes, claims, liens, debts, personal injuries, death or damages to property, violations of Environmental Laws and Regulations, and all other claims or demands of every character arising directly or indirectly as a result of Grantee's use of, entry onto, or Grantee's activities on or around Grantor's Land. For purposes of this Section 5, "Environmental Laws and Regulations" shall mean all present and future federal, state and local laws and all rules, ordinances, and regulations promulgated thereunder, relating to (i) pollution, contamination, or protection of the environment, and/or (ii) dangerous, hazardous, prohibited, or regulated substances, materials, or products.

9. Prior to constructing any improvements on the Easement Area of any kind, Grantee shall submit detailed plans and specifications of Grantee's intended improvements to Grantor at least sixty (60) days in advance. Grantor reserves the right to deny or require modifications to such plans to ensure the improvements will not impair Grantor's facilities or uses of its property and to ensure that such improvements are otherwise acceptable to Grantor. Grantee shall not alter or change the approved alignment of the easement or the grade elevation without written approval from Grantor. Any improvements made to the Easement Area and/or access road shall be first approved by Grantor and shall comply with the National Electric Safety Code, Grantor's minimum electrical clearance

standards and any other condition deemed necessary by Grantor. Grantee may not make any material modifications to the plans or improvements without prior written approval by Grantor.

10. Any damage to any land of Grantor caused by Grantee shall, within a reasonable period of time (and as promptly as possible), be repaired to its pre-construction condition and to Grantor's satisfaction. If Grantee fails to do so within a reasonable amount of time, Grantor may perform the restoration work at Grantee's expense.

11. Grantee shall pay all taxes and assessments of any kind which shall be levied against the Easement Area by reason of Grantee's use or occupancy thereof, except those being contested in good faith, and shall keep the Easement Area free from any liens that may attach thereto by reason of Grantee's use or occupancy thereof.

12. In the event the Easement Area (and/or any improvements related thereto) interferes with Grantor's use of Grantor's Land, Grantee shall relocate the Easement Area to a location mutually agreeable to Grantor and Grantee, at Grantor's sole cost and expense. Such relocation shall be completed within a reasonable time after notice by Grantor.

13. Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold, or other interest in any portion of Grantor's Land to the extent such portion is affected or bound by the right-of-way, easement, covenant, or restriction in question, or to the extent that such right-of-way, easement, covenant, or restriction is to be performed on such portion; and (c) shall benefit and be binding upon any owner of Grantor's Land whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. If Grantor transfers Grantor's Land, the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants of Grantor contained in this Agreement.

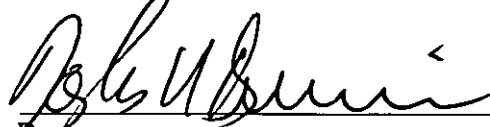
14. Nothing contained in this Easement shall be deemed to be a gift or dedication of all or any portion of Grantor's Land for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Easement be strictly limited to the purposes expressed herein. Grantor hereby retains and reserves the right to close the access granted herein to the extent necessary to retain all ownership rights in the Easement Area and to keep (i) the Easement Area from becoming publicly dedicated, and (ii) others from obtaining any rights in the Easement Area.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 9th day of September, 2008.

GRANTOR:

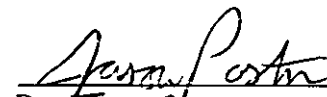
PacifiCorp, an Oregon corporation d/b/a Rocky Mountain Power


By:

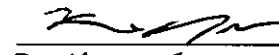
VICE PRESIDENT
Its:

GRANTEE:

Western National Trust Company, an affiliate of Zions First National Bank, as trustee of the Malcolm N. McKinnon Marital Trust u/a/d March 1, 1962


By: Jason Postma

officer
Its:


By: Kevin Jowers

officer
Its:

ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 9th day of September, 2008, personally appeared before me Douglas Bennett, who being duly sworn did say that he/she is the signer of the within instrument on behalf of PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power and that the within and foregoing instrument was signed by authority of said corporation and said Vice President duly acknowledged to me that said corporation executed the same.



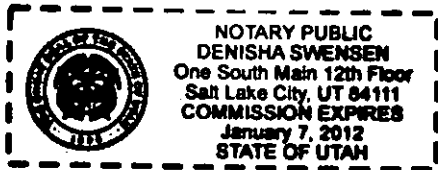
Yuka Jenkins
Notary Public

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

This instrument was acknowledged before me on this 2nd day of August, 2008, by Jason Postma, as Officer,
Name of Representative Title of Representative

of Western National Trust Company, an affiliate of Zions First National Bank, as trustee of the Malcolm N. McKinnon Marital Trust u/a/d March 1, 1962



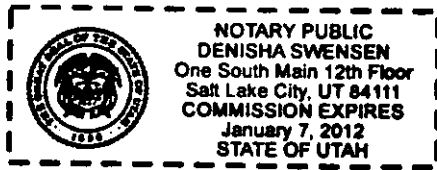
Denisha Swensen
Notary Public

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

This instrument was acknowledged before me on this 22nd day of August, 2008,
by Kevin Jowers, as Officer,
Name of Representative Title of Representative

of Western National Trust Company, an affiliate of Zions First National Bank, as trustee of the
Malcolm N. McKinnon Marital Trust u/a/d March 1, 1962



Denisha Swensen
Notary Public

EXHIBIT "A"

ENT 7844 BK 2892 PG 785
NINA B REID UTAH CO RECORDER BY MB
1992 FEB 24 8:53 AM FEE 7.50
RECORDED FOR ZIONS FIRST NATIONAL BANK

ZIONS FIRST NATIONAL BANK
PERSONAL REPRESENTATIVE'S DEED

THIS DEED, made by ZIONS FIRST NATIONAL BANK, as personal representative of the estate of MALCOLM N. MCKINNON deceased, Grantor, to ZIONS FIRST NATIONAL BANK, TRUSTEE, Grantee, whose address is P.O. BOX 30880, SALT LAKE CITY, UTAH 84130-0880.

WHEREAS, Grantor is the qualified personal representative of said estate, filed as Probate Number 753962384, in Salt Lake County, Utah;

THEREFORE, for valuable consideration received, Grantor sells, conveys and Quit-Claims to Grantee the following described real property in Utah County, Utah:

Beginning at a point in a fence line at the intersection of the center line of a ditch, which point is East along the section line 519.45 feet and South perpendicular to said section line 1314.10 feet from the North quarter corner of Section 28, T 8 South, R 3 East, SLB&M, thence South 89°54' East along said fence line 1624.2 feet to a fence line, thence South 0°20' East along said fence line 1362.0 feet to a fence line, thence North 88°53' West along said fence line 319.3 feet to a fence line on the Northeasterly right of way line of the Utah Railway Company; thence North 54°42' West along said right of way fence 1603.6 feet to the center line of the aforementioned ditch, thence North 0°33' West along said ditch center line 431.9 feet to the point of beginning, containing 36.9 acres, more or less.

Beginning at a point in the Southeasterly right of way line fence and the center line of a ditch, which point is East along the Section line 525.02 feet, and South perpendicular to said section line 1859.49 feet, from the North quarter corner of Section 28, T 8 S, R 3 E, SLB&M, thence South 0°42' East along said ditch center line 350.9 feet, thence continuing along said ditch center line S 0°05' W 127.7 feet, thence N 88°11' East 90.6 feet, thence N 1°34' east 401.1 feet to the aforementioned right of way fence, thence N 54°42' W along said right of way fence 129.4 feet to the point of beginning, less highway on the North.

EXECUTED this 20th day of February 19 92.

ZIONS FIRST NATIONAL BANK, Personal Representative of the estate of

Malcolm N. McKinnon, deceased

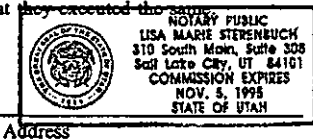
By: Eric B. Storey
Vice President

By: David R. LeFevre
Vice President

State of Utah
County of SALT LAKE

On the 20th day of February, 19 92, personally appeared before me Eric B. Storey Vice President and Trust Officer and David R. LeFevre Vice President and Trust Officer of Zions First National Bank, Personal Representative of the Estate of Malcolm N. McKinnon and as signer of the foregoing instrument, who acknowledged to me that they executed the same.

My Commission expires:
Lisa Marie Sternbuch
Notary Public

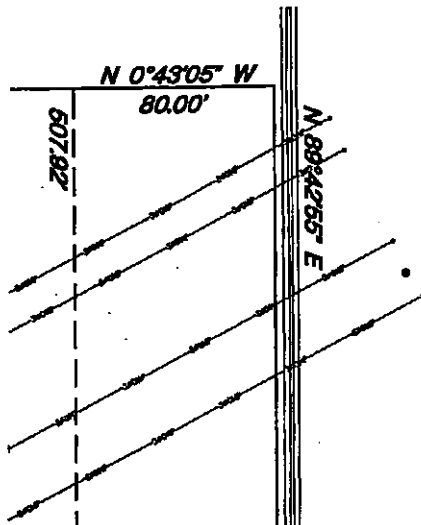


Trust #: 5613657

Property #: 7250371RP

North east corner of
Sec. 28, T8S, R3E
S1/4RM (Found)

2854.10' (meas.)



S 89°36'55" W (meas.)

East 1/4 corner of
Sec. 28, T8S, R3E
S1/4RM (Found)

S 89°42'55" W

508.63'

P.O.B.
N 0°12'20" W
1295.45'

N 0°12'20" W (U.C.S.)

80.00'

S 90°32'20" E

2708.63' (U.C.S.)

2707.25' (meas.)

(Basis of Bearing)

North east corner of
Sec. 28, T8S, R3E
S1/4RM (Found)



2400 East Street

Utah Power & Light Company

Exhibit



GREAT BASIN ENGINEERING NORTH