

WHEN RECORDED, RETURN TO:

Rocky Mountain Power
Property Management Dept
Attn: Lisa Louder /MW
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116
Parcel No. UTDV-0101
File No. 51715, 51715-A
Tax ID No. 12-079-0113, 12-079-0114

E 2412806 B 4683 P 153-156
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/30/2008 09:46 AM
FEE \$16.00 Pgs: 4
DEP RT REC'D FOR PACIFICORP

Tax ID No. 12-079-~~0113~~
0014

NW 14, 4N2W

RESTRICTIVE 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, successor in interest to Utah Power & Light Company, whose address is 1407 West North Temple, Salt Lake City, Utah, 84116 ("GRANTOR"), hereby CONVEYS to Trico Holdings L.C., a Limited Liability Company of the State of Utah, its successors-in-interest and assigns ("GRANTEE"), a perpetual easement and right of way for the continued operation, maintenance and repair of the existing storage units known as Gateway Storage Units, LLC located at 1821 South Bluff Ridge, Syracuse, Utah 84075, in on, and/or across the following described real property owned by Grantor located in Davis County, State of Utah, to-wit:

Beginning at a point South 89°59'50" East 1527.24 feet along the section line to the west line of the Rocky Mountain Power Corridor and South 36°26'34" East 718.97 feet along the west line of the Rocky Mountain Power Corridor and South 89°54'21" East 14.09 feet from the Northwest Corner of Section 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running;

Thence South 89°54'21" East 4.35 feet to the Northeast Corner of a Storage Unit Building; Thence South 36°41'00" East 262.13 feet along the east line of a Storage Unit Building and beyond to and along the east line of a second Storage Unit Building and beyond, to and along the east line to the Southeast Corner of a third Storage Unit Building; Thence North 89°54'21" West 5.70 feet; Thence North 36°26'44" West 261.32 feet to the point of beginning.

Contains 1,055 square feet, 0.024 acres.

Note: The relationship of the Northwest Corner to the North Quarter Corner of Section 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian is South 89°59'50" East 2643.43 as noted on the Township Reference Plat of record in the office of the Davis County Surveyor.

This easement and right-of-way is granted subject to the following restrictive covenants and conditions:

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 after the granting of this easement, including electric transmission and distribution circuits that cross over or above the property as herein described.

2. 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 Safety Clearance Standards. Grantee shall not store materials within the easement area, other than materials stored within the existing storage units described above. 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. Grantee shall not place or allow to be placed any trees or other vegetation within the easement. Other than the existing storage buildings, Grantee shall not place any equipment or materials of any kind more than twelve (12) feet above ground level, or in a manner 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 and UTAH High Voltage Act Safety Clearance Standards.

3. It is explicitly understood that Grantee shall obtain written approval from Grantor before conducting any activity on the roof of the storage units within the easement area. This restriction expressly includes activities such as maintenance and/or repairs on the storage units and any activity on the roof of nearby storage units which may require access through the easement area.

4. Abandonment:

(a) In the event any building, or part thereof, within the Easement Area is removed or damaged beyond repair, Grantee shall not have the right to replace the building. Damaged beyond repair shall be defined as damage to the portion of the building within the easement area which exceeds fifty percent (50%) of its depreciated value at the time of the damage, or any damage deemed a total loss for the purpose of insurance coverage.

(b) In the event Grantee ceases to use the property herein described for purposes of storage units, for one year or 365 consecutive days, this easement shall thereupon immediately terminate, with all rights and interest conveyed herein by Grantor to revert back to Grantor without instrument of disclaimer from Grantee, or its successors or assigns.

5. Grantor shall have the right, at any time and from time to time, to cross and recross with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon, the lands included with the easement herein conveyed by Grantor to Grantee.

6. Release and Indemnification

(a) Grantee, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers,

directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind of description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the Easement Area, (iii) any act or occurrence on the Easement Area, or (iv) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

(b) The Indemnified Parties shall never be liable in any manner to Grantee for any injury to or death of persons or for any loss of or damage to property of Grantor, its employees, agents, customers, invitees, or to others, even if such loss or damage is caused in part by the negligence of any Indemnified Party. All personal property and fixtures, if allowed by Grantor, located within the Easement Area shall be maintained and used at the risk of Grantee and the Indemnified parties shall not be liable for any damage thereto or theft thereof, even if due in whole or in part to the negligence of the Indemnified Parties.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 17th day of December, 2008.

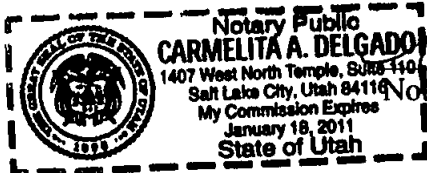
PacifiCorp, an Oregon corporation d/b/a Rocky Mountain Power

Douglas N. Bennion
By:

V.P. Engineering Services
Its:

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On the 17th day of December, 2008, personally appeared before me Douglas N. Bennion, 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 Douglas N. Bennion duly acknowledged to me that said corporation executed the same.



[Signature]
Notary Public

My Commission Expires: 1-18-11

Residing at: Salt Lake City

EXHIBIT "A"
Description of the Property Boundaries

