

Return to:

PacifiCorp
Lisa Louder
1407 West North Temple #310
Salt Lake City, Utah 84116

PN: 2535986.1E
ROW No. 20040340

mnt # 05042419

(Space above for Recorder's use only)

02.134.0.0004

RIGHT OF WAY EASEMENT

For value received and subject to the terms and conditions set forth in this document, DEPOT ASSOCIATES, L.L.C., a Delaware limited liability company ("Grantor"), hereby grants to PACIFICORP, an Oregon corporation, its successors and assigns, ("Grantee"), a non-exclusive right-of-way easement 10 feet in width and 16293 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission and distribution lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchor, wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets (collectively, the "Electric System"), along the general course now located by Grantee on, over or under the surface of the real property of Grantor in Tooele County, State of Utah, more particularly described and/or shown on Exhibit "A" attached hereto and by this reference made a part hereof.

THE EASEMENT PROPERTY AND ALL ASPECTS THEREOF IS GRANTED IN ITS "AS IS", "WHERE IS" CONDITION, WITHOUT WARRANTIES, EITHER EXPRESS OR IMPLIED, "WITH ALL FAULTS", INCLUDING BUT NOT LIMITED TO BOTH LATENT AND PATENT DEFECTS, AND THE EXISTENCE OF HAZARDOUS MATERIALS, IF ANY. GRANTEE HEREBY WAIVES ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE TITLE, CONDITION AND USE OF THE EASEMENT PROPERTY, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Without limiting the generality of the foregoing, the Easement Property is granted to Grantee subject to: (i) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Property might show, (ii) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (iii) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

The conductors and any other wires or lines located on any power poles shall be at least twenty-three (23) feet above the existing surface of the Easement Property at their lowest

elevation. Any and all guy wires and anchors must be located within the Easement Property. Grantee shall not add any additional improvements, such as power poles, pads, transformers, switches, vaults, cabinets, or other equipment or facilities ("**Future Improvements**") on or underneath the surface of the Easement Property, without the prior written consent of Grantor, which consent shall not be unreasonably withheld, conditioned or delayed. Grantee shall align, place and install any Future Improvements, parallel to or consistent with the existing facilities and in a manner that will reasonably minimize any detrimental effect on the use, enjoyment and development of the CPB Property by Grantor. Grantor shall have the right to deny the request to install any Future Improvements if Grantor determines that the location of the Future Improvements is likely to unreasonably interfere with or impair, or has the potential to interfere with or impair, Grantor's current or future use or development of the Grantor's adjacent real property. The parties will use good faith efforts to cooperate with each other to agree upon mutually acceptable plans and specifications for the Future Improvements.

In the event Grantee needs to perform construction work on the Easement Property, Grantee shall: (i) provide Grantor with at least thirty (30) days' prior written notice of such work, except in the event of an emergency when no prior notice shall be necessary; (ii) use good faith efforts to ensure that there is continual pedestrian and vehicular access to the CPB Property through the Easement Property; (iii) use reasonable efforts to minimize any interference or disruption to Grantor's use and occupancy of the Easement Property; and (iv) perform any such work expediently and in a good and workmanlike manner.

Grantee, at its sole cost and expense, shall maintain and repair the Electric System and any and all related improvements installed by Grantee, in good order and condition. Grantee shall promptly repair any damage to the Easement Property and Grantor's improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, etc.) and any other improvements located on Grantor's adjacent property caused by Grantee, its agents, servants, employees, contractors or anyone performing work by, through, for, or under Grantee ("**Grantee's Agents**"), and shall restore the Easement Property and Grantor's adjacent property and the improvements thereon, as they may exist from time to time, to the same or better condition as they existed prior to any entry onto or work performed on the Property by Grantee and Grantee's Agents.

Grantee, and its successors and assigns, hereby agrees to indemnify, defend (with counsel acceptable to Grantor) and hold harmless Grantor, and any entity controlling, controlled by or under control with Grantor ("**Affiliates**"), and its and their Affiliates' officers, directors, employees, managers, members, agents, servants, successors, and assigns from and against any and all liens, encumbrances, costs, demands, claims, judgments, and/or damage caused by or arising out of (i) the acts and omissions of Grantee, and its agents, servants, employees, and/or contractors; (ii) the use of the Easement Property and/or the Power Lines by Grantee, its agents, servants, employees, or contractors; and (iii) any work performed on the Easement Property by Grantee or Grantee's Agents.

Grantor hereby reserves the right to use the Easement Property for any use not inconsistent with Grantee's permitted use of the Easement Property. Without limiting the

foregoing, Grantor reserves the right: (i) for pedestrian and vehicular access across and through the Easement Property; (ii) for the placement and movements of rail cars and motor vehicles, (iii) for the placement and maintenance of landscaping, trees, signs, light standards, sidewalks, curbs and gutters, ditches, irrigation pipes and related appurtenances, fences, asphalt roadways and driveways, and railroad lines and tracks and related improvements; (iv) to grant other non-exclusive easements, licenses and rights within or on the Easement Property to other parties. Notwithstanding the foregoing, Grantor agrees not to construct any permanent building or structure within the Easement Property or to place any trees or other improvement at a distance from the conductors that would violate the National Electric Safety Code. If any trees or other landscaping or improvements are within an unsafe distance of the conductors as set forth in the National Electric Safety Code, upon thirty (30) days' prior written notice to Grantor, Grantee shall have the right to trim such trees and other vegetation to ensure proper clearance standards and or request that such other improvements be removed or relocated.

Subject to the terms and conditions of this document, the easement granted herein shall be perpetual and shall run with the land, and the terms and conditions of this document shall inure to the benefit of and be binding upon the parties. The easement granted herein is an easement in gross and is personal to Grantee and may not be transferred or assigned, and no rights arising under this document may be conveyed, licensed or otherwise transferred to any other entity, except in the event of the acquisition or merger of Grantee or of substantially all of Grantee's assets. As such, Grantee shall not have the right to assign or convey this document or any right herein in whole or in part. Subject to the above, the terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

By accepting the easement granted herein and/or upon the recordation of this document, Grantee shall be deemed to have affirmatively accepted and agreed to the terms and conditions set forth in this document.

Exhibit "A"
Legal Description of Easement Property

A right of way 10 feet in width, being 5 feet on each side of the following described survey line:

Beginning at a pole in an existing power line on the Grantor's land at a point 498 feet south and 1315 feet east, more or less, from the northwest corner of Section 31, T.3S., R.4W., S.L.M., thence N.29°06'E. 1314 feet and N.60°30'W. 289 feet, more or less, along said existing power line to a new pole on said land and being in the N1/2 of the NW1/4 of said Section 31 and the SE1/4 of the SW1/4 of Section 30, Township and Range aforesaid.

Beginning at an existing power line in the above described survey line on the Grantor's land at a point 135 feet north and 974 feet west, more or less, from the south one quarter corner of Section 30, T.3S., R.4W., S.L.M., thence N.61°02'W. 159 feet, more or less, along an existing power line on said land and being in the SE1/4 of the SW1/4 of said Section 30.

Beginning at an existing pole in the first above described survey line on the Grantor's land at a point 311 feet north and 876 feet west, more or less, from the south one quarter corner of Section 30, T.3S., R.4W., S.L.M., thence N.58°58'W. 261 feet, more or less, along an existing power line on said land and being in the SE1/4 of the SW1/4 of said Section 30.

Beginning at an existing pole in the first above survey line on the Grantor's land at a point 355 feet north and 850 feet west, more or less, from the south one quarter corner of Section 30, T.3S., R.4W., S.L.M., thence N.61°01'W. 264 feet, more or less, along an existing power line on said land and being in the SE1/4 of the SW1/4 of said Section 30.

Beginning at a new pole on the Grantor's land at a point 1009 feet north and 716 feet east, more or less, from the south one quarter corner of Section 30, T.3S., R.4W., S.L.M., thence N.29°21'E. 514 feet and N.84°53'E. 525 feet, more or less, along an existing power line on said land and being in the W1/2 of the SE1/4 and the NE1/4 of the SE1/4 of said Section 30.

Beginning in an existing power line on a southwesterly boundary line of the Grantor's land at a point 221 feet south and 2042 feet west, more or less, from the east one quarter corner of Section 30, T.3S., R.4W., S.L.M., thence N.28°54'E. 390 feet, more or less, along said existing power line to an existing pole on said land and being in the NW1/4 of the SE1/4 and the SW1/4 of the NE1/4 of said Section 30.

Beginning in an existing power line on a southwesterly boundary line of the Grantor's land at a point 50 feet south and 2151 feet west, more or less, from the east one quarter corner of Section 30, T.3S., R.4W., S.L.M., thence N.21°55'E. 74 feet, more or

less, thence N.32°04'E. 2225 feet and N.57°19'W. 459 feet, more or less, along an existing power line to a northwesterly boundary line of said land and being in the NW1/4 of the SW1/4 and the NE1/4 of said Section 30.

Beginning at a pole in an existing power line in the above described survey line on the Grantor's land at a point 749 feet south and 941 feet west, more or less, from the northeast corner of Section 30, T.3S., R.4W., S.L.M., thence S.60°49'E. 164 feet, more or less, along said existing power line on said land and being in the NE1/4 of the NE1/4 of said Section 30.

Beginning at a pole in an existing power line on the Grantor's land at a point 513 feet north and 719 feet east, more or less, from the south one quarter corner of Section 19, T.3S., R.4W., S.L.M., thence N.60°28'W. 36 feet, more or less, along said existing power line to a northwesterly boundary line of said land and being in the SW1/4 of the SE1/4 of said Section 19.

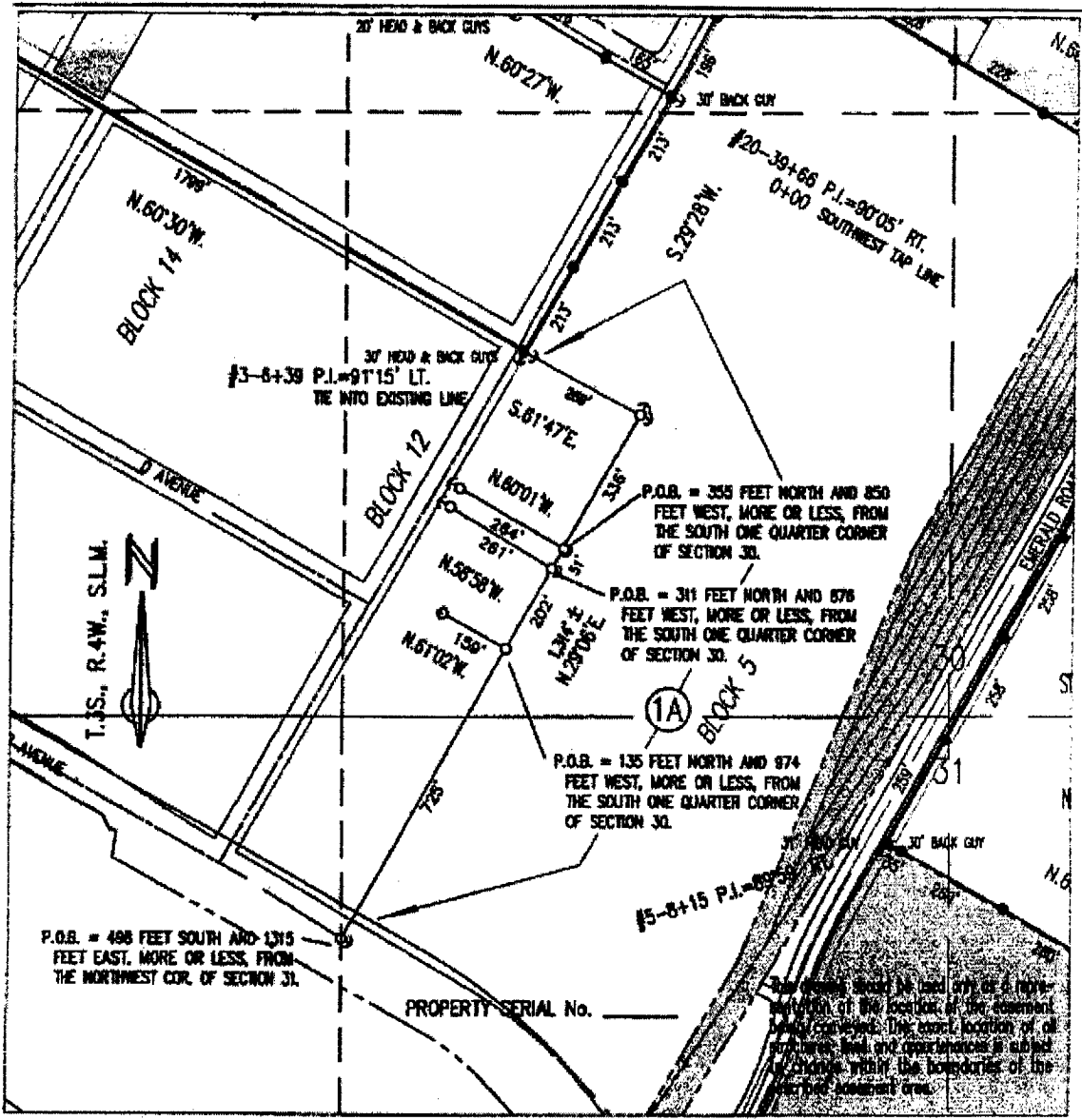
Beginning in an existing power line on a southeasterly boundary line of the Grantor's land at a point 632 feet north and 511 feet east, more or less, from the south one quarter corner of Section 19, T.3S., R.4W., S.L.M., thence N.60°28'W. 104 feet, more or less, along said existing power line on said land and being in the SW1/4 of the SE1/4 of said Section 19.

Beginning at an existing pole in an existing power line on the Grantor's land at a point 1133 feet south and 381 feet east, more or less, from the west one quarter corner of Section 30, T.3S., R.4W., S.L.M., thence N.29°30'E. 5273 feet, N.60°29'W. 1129 feet, N.29°29'E. 982 feet and S.60°37'E. 547 feet, more or less, along said existing power line on said land and being in Lots 101 and 102 of Utah Industrial Subdivision No. 1 and the NW1/4 of the SW1/4, the SW1/4 of the NW1/4 and the E1/2 of the NW1/4 of said Section 30 and in the W1/2 of the SE1/4 and the E1/2 of the SW1/4 of Section 19, Township and Range aforesaid.

Beginning at an existing pole in an existing power line in the above described survey line on the Grantor's land at a point 797 feet north and 341 feet east, more or less, from the south one quarter corner of Section 19, T.3S., R.4W., S.L.M., thence S.60°29'E. 225 feet, more or less, along said existing power line on said land and being in the SW1/4 of the SE1/4 of said Section 19.

Beginning in an existing power line on a southwesterly boundary line of the Grantor's land at a point 564 feet north and 688 feet east, more or less, from the south one quarter corner of Section 19, T.3S., R.4W., S.L.M., thence N.29°17'E. 1359 feet, more or less, along said existing power line to the northeasterly boundary fence of said land, said boundary fence also being the right of way fence of State Highway No. 112 on said land and being in the W1/2 of the SE1/4 and the NE1/4 of the SE1/4 of said Section 19.

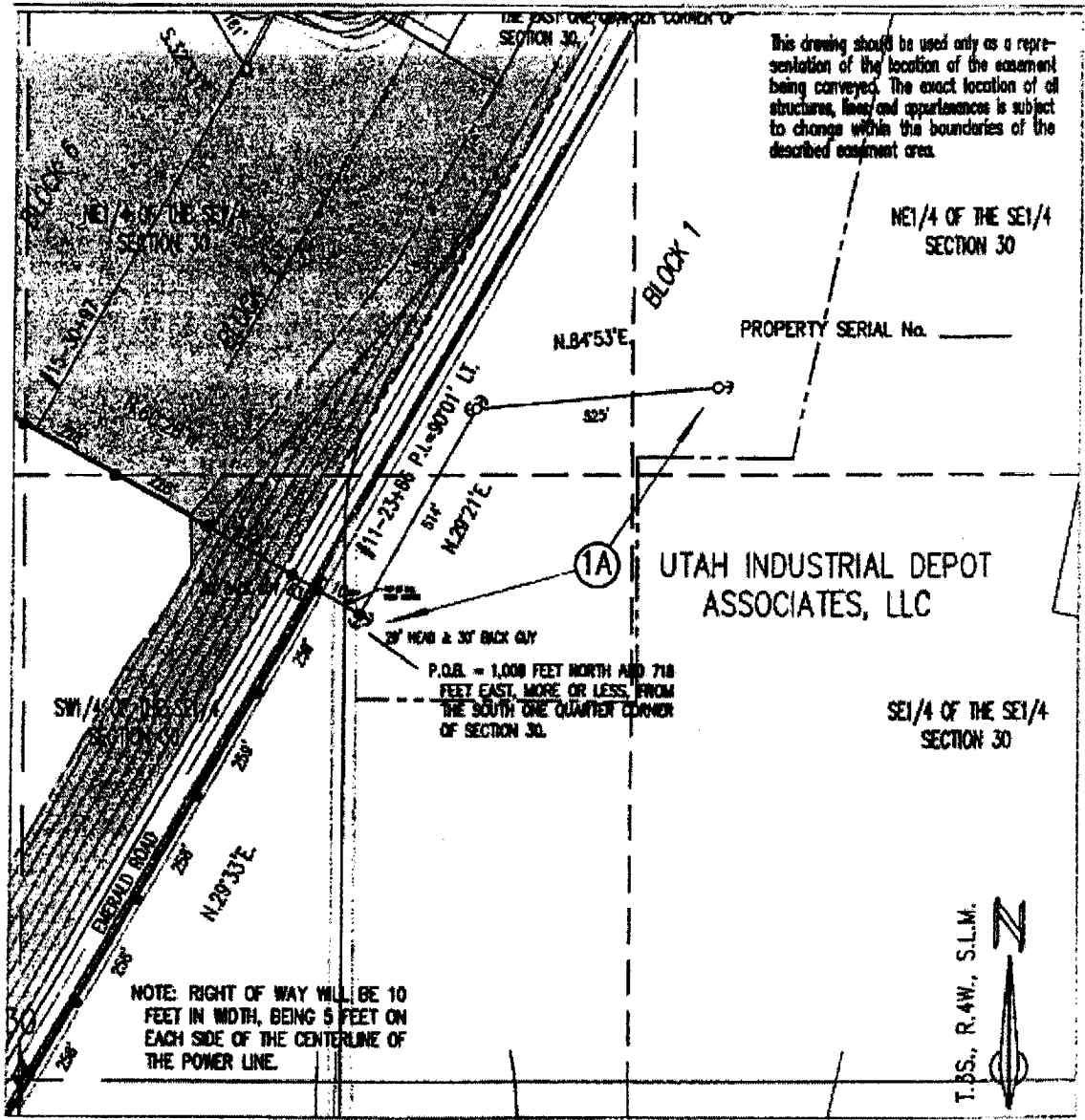
Assessor's Map No. _____ Tax Parcel No. _____



DATE: DECEMBER 22, 2004
 SPONSOR: CLYDE F. LATTA
 PROJ. ENGR: STANLEY G. SPENCER
 SURVEYED BY: U.P.M.L. Co./R.A.S.
 DRAWN BY: D. T. Boyd
 CHECKED BY: D. T. Boyd
 PLOT SCALE: 1" = 1'
 CAD No: R:\ROW\0000YY02.DWG
APPROVAL
 JERRY H. ISAACSON
 LEAD SENIOR ENGINEER L&E CIVIL DESIGN

EXHIBIT "A"
 EXISTING 12.5kV PHASE ONE DISTRIBUTION LINE
 TO SERVE FACILITIES AT THE UTAH INDUSTRIAL DEPOT
 EASEMENT No. 1A
 TOOELE, TOOELE COUNTY, UTAH

PACIFICORP		TOOELE AREA	
SCALE: 1" = 300'	SHEET 1 OF 7	PN 2532048	REF. REV.



DATE: DECEMBER 22, 2004

SPONSOR: CLYDE F. LATTA

PROJ. ENGR: STANLEY G. SPENCER

SURVEYED BY: U.P.M. Co./R.A.S.

DRAWN BY: D. T. Boyd

CHECKED BY: D. T. Boyd

PLOT SCALE: 1" = 1'

CAD No: R:\ROW\0000YY02.DWG

APPROVAL

JERRY H. ISAACSON

LEAD SENIOR ENGINEER LINE CIVIL DESIGN

EXHIBIT "A"

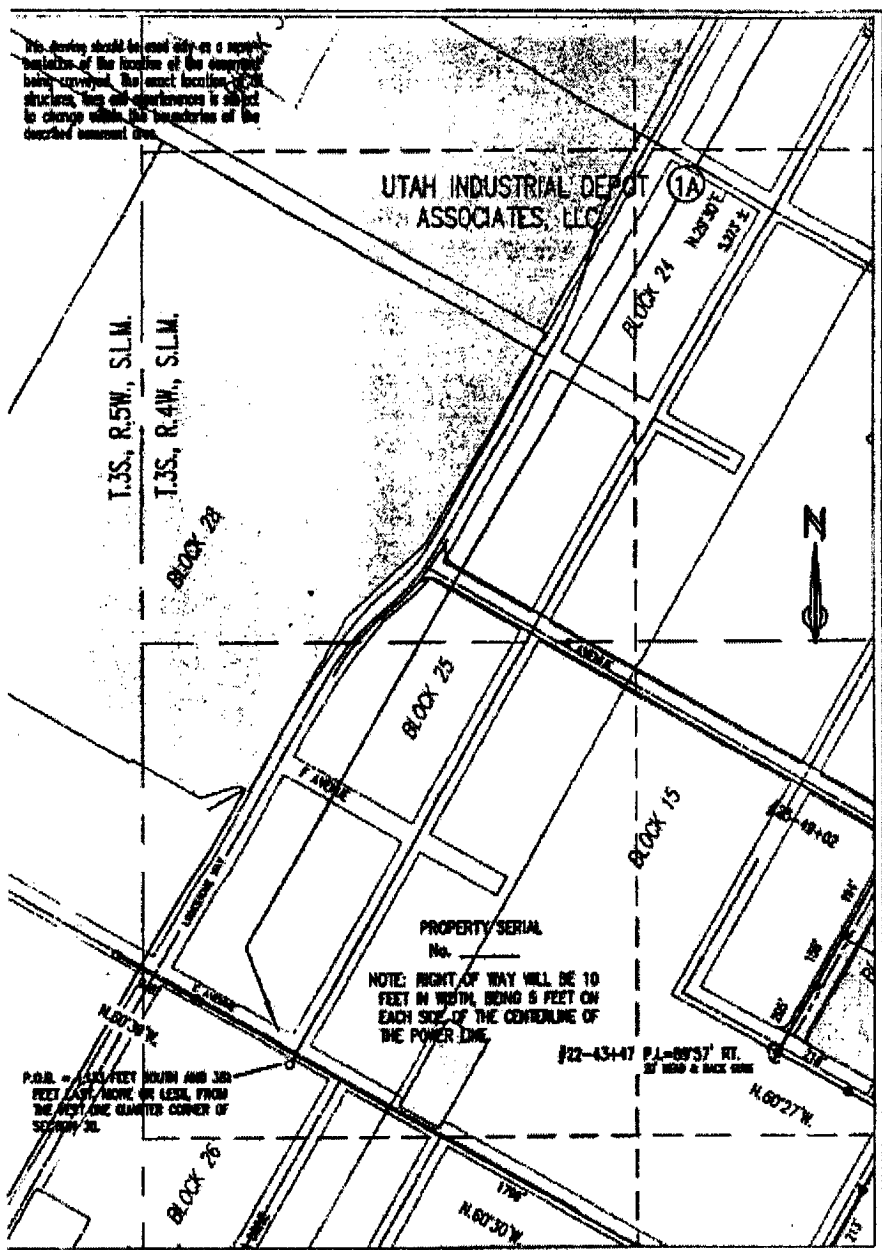
EXISTING 12.5kV PHASE ONE DISTRIBUTION LINE TO SERVE FACILITIES AT THE UTAH INDUSTRIAL DEPOT

EASEMENT No. 1A

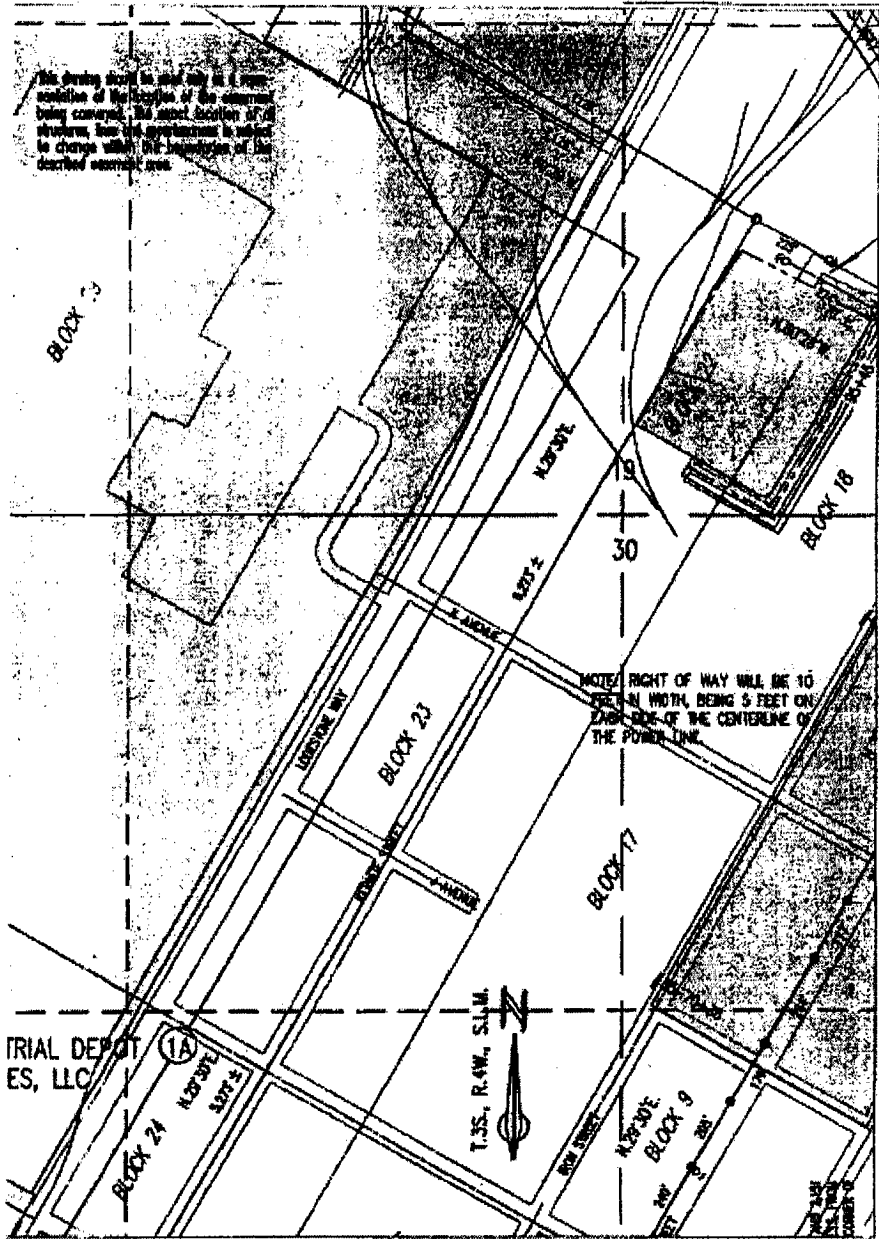
TOOELE, TOOELE COUNTY, UTAH

PACIFICORP TOOELE AREA

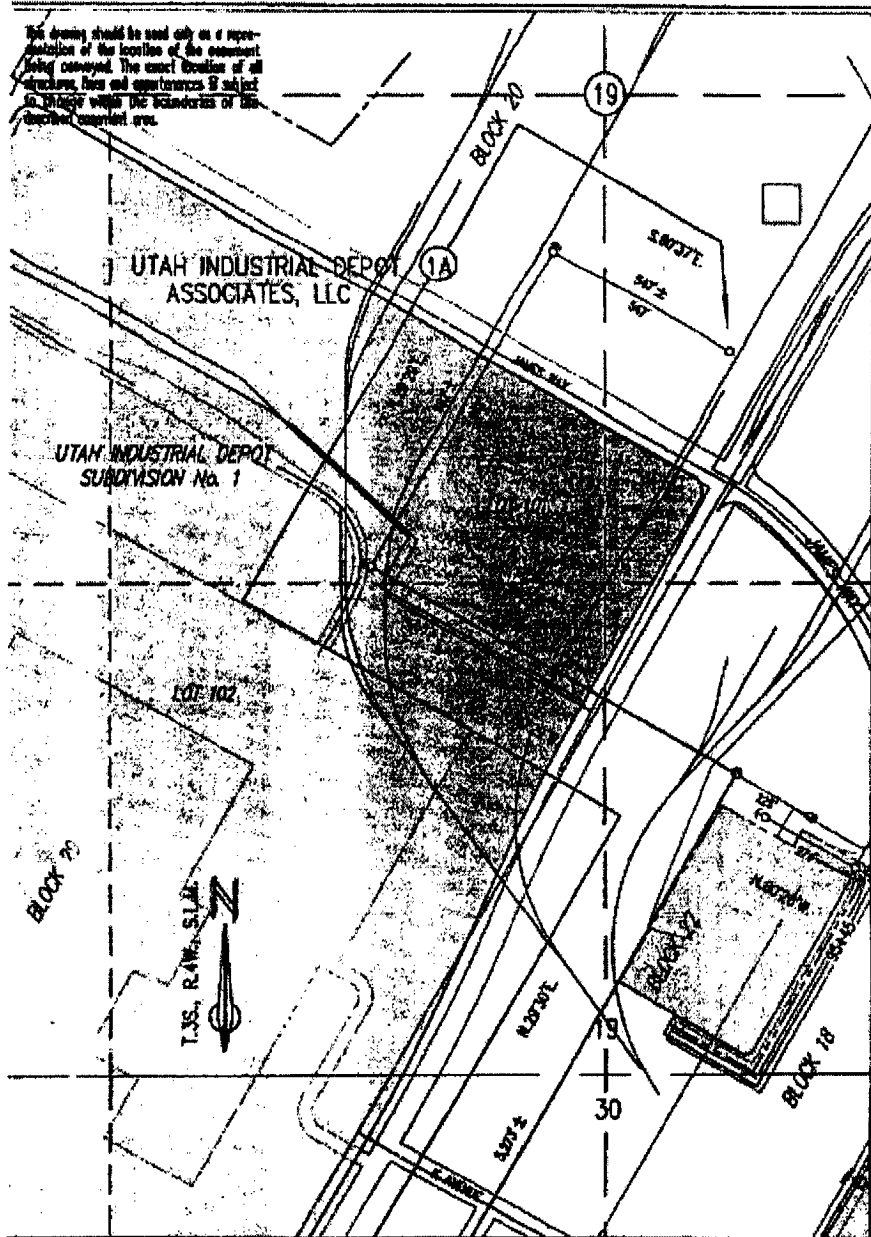
SCALE: 1" = 300'	SHEET 2 OF 7	PN 2532048	REF.	REV.
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DATE: DECEMBER 22, 2004		EXHIBIT "A"	
SPONSOR: CLYDE F. LATTI		EXISTING 12.5kV PHASE ONE DISTRIBUTION LINE	
PROJ. ENGINEER: STANLEY G. SPENCER		TO SERVE FACILITIES AT THE UTAH INDUSTRIAL DEPOT	
SURVEYED BY: U.P.M. Co./R.A.S.		EASEMENT No. 1A	
DRAWN BY: D. T. Boyd		TOOELE, TOOELE COUNTY, UTAH	
CHECKED BY: B. T. Boyd		PACIFICORP TOOELE AREA	
PLOT SCALE: 1" = 1'		SCALE: 1" = 300'	
CAD No: R:\ROW\00000702.DWG		SHEET 3 OF 7	
APPROVAL		PN 2532048	
JERRY H. ISAACSON		REV. REV.	
LEAD ENGINEER/PROJECT MANAGER			



DATE: DECEMBER 22, 2004		EXHIBIT "A"				
SPONSOR: CLYDE F. LATTI						
PRD. ENGR: STANLEY G. SPENCER		EXISTING 12.5kV PHASE ONE DISTRIBUTION LINE TO SERVE FACILITIES AT THE UTAH INDUSTRIAL DEPOT EASEMENT No. 1A TOOELE, TOOELE COUNTY, UTAH				
SURVEYED BY: U.P.A.L. Co./R.A.S.						
DRAWN BY: D. T. Boyd						
CHECKED BY: D. T. Boyd						
PLOT SCALE: 1" = 1'						
CAD No: R:\VCHW\00000002.DWG						
APPROVAL		SCALE: 1" = 300'	SHEET 4 OF 7	PN 2532048	REV.	REV.
JERRY H. ISAACSON LEAD SERVICE ENGINEER UTAH CIVIL SERVICE						



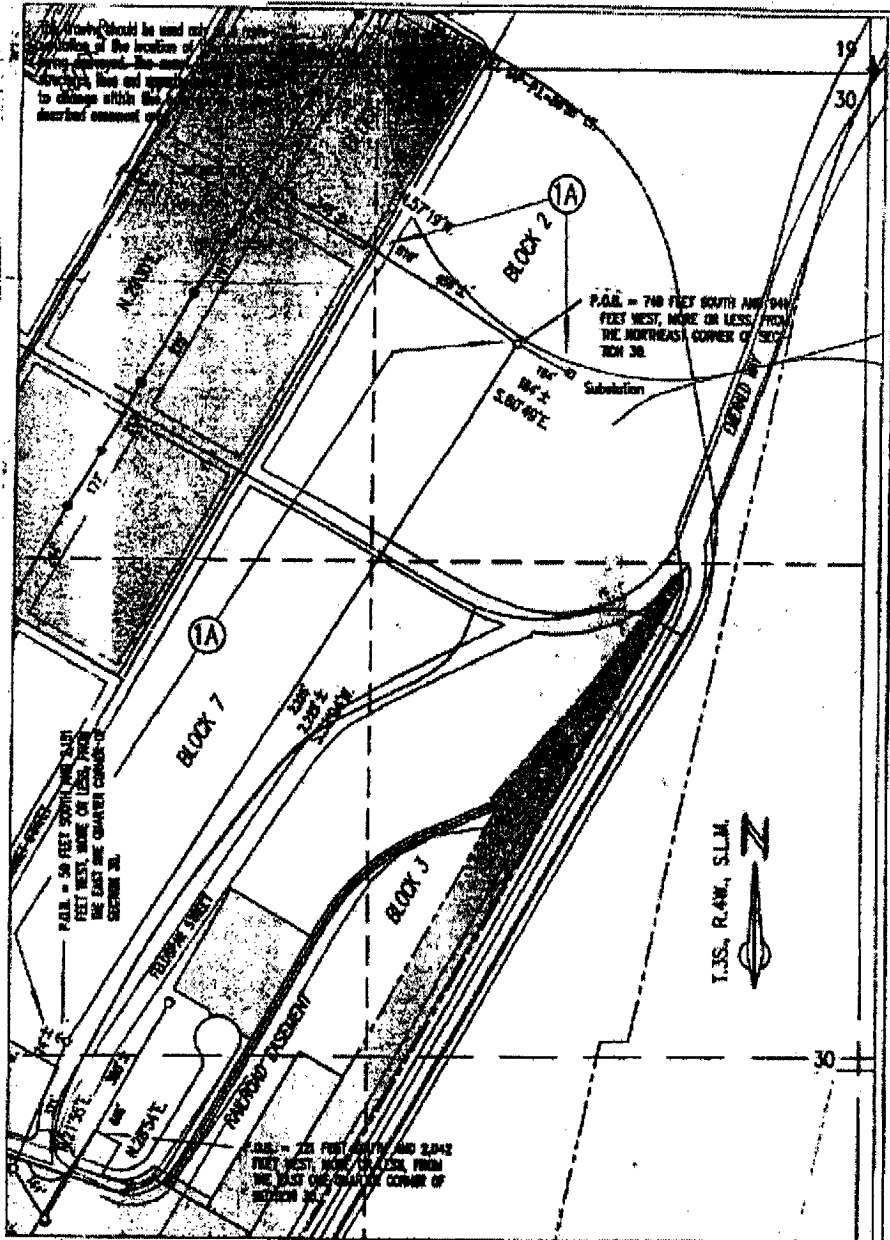
DATE: DECEMBER 22, 2004
 SPONSOR: GUYE F. LATTI
 PROJ. ENGR: STANLEY G. SPICER
 SURVEYED BY: H.P.M. Co./S.A.S.
 DRAWN BY: G. T. Boyd
 CHECKED BY: G. T. Boyd
 PLOT SCALE: 1" = 1'
 IAD No: R:\ROW\0009Y02.DWG
APPROVAL
 JERRY H. ISAACSON
 LEAD DESIGN ENGINEER LINE CHG. VERSION


EXHIBIT "A"

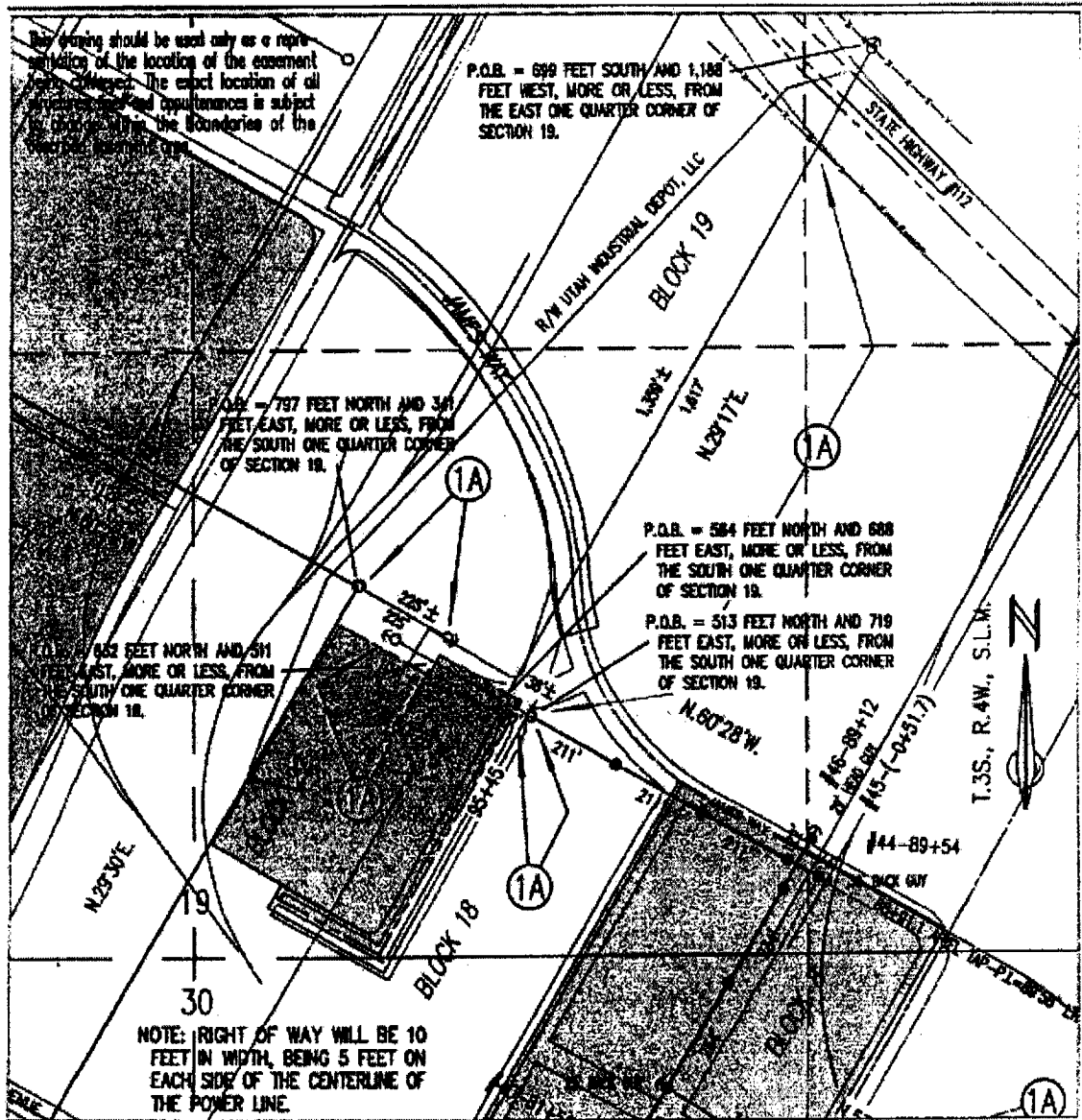
**EXISTING 12.5kV PHASE ONE DISTRIBUTION LINE
 TO SERVE FACILITIES AT THE UTAH INDUSTRIAL DEPOT
 EASEMENT No. 1A
 TOOELE, TOOELE COUNTY, UTAH**

PACIFICORP TOOELE AREA

SCALE: 1" = 300' SHEET 8 OF 7 PN 2532048 REF. REC.



DATE: DECEMBER 22, 2004		EXHIBIT "A"	
SPONSOR: CLYDE F. LAYTA		EXISTING 12.5KV PHASE ONE DISTRIBUTION LINE	
PRJL ENGR: STANLEY D. SPENCER		TO SERVE FACILITIES AT THE UTAH INDUSTRIAL DEPOT	
SURVEYER BY: U.P.A.L. Co., R.A.E.		EASEMENT No. 1A	
DRAWN BY: D. T. Boyd		TOOELE, TOOELE COUNTY, UTAH	
CHECKED BY: D. T. Boyd		 PACIFICORP TOOELE AREA	
PLOT SCALE: 1" = 1'			
CAD No: R:\ROW\0000002.DWG		SCALE: 1" = 300'	SHEET 8 OF 7
APPROVAL JERRY H. ISAACSON LEAD SENIOR ENGINEER - CIVIL DESIGN		PN 2532048	REF. REV.



DATE: DECEMBER 22, 2004	
SPONSOR: CLYDE F. LATTA	
PROJ. ENGR: STANLEY G. SPENCER	
SURVEYED BY: U.P.A.L. Co./R.A.S.	
DRAWN BY: D. T. Boyd	
CHECKED BY: D. T. Boyd	
PLOT SCALE: 1" = 1'	
CAD No: R:\ROW\000QYY02.DWG	
APPROVAL	
JERRY H. ISAACSON	
LEAD SENIOR ENGINEER LINE CVM DESIGN	

EXHIBIT "A"
EXISTING 12.5KV PHASE ONE DISTRIBUTION LINE
TO SERVE FACILITIES AT THE UTAH INDUSTRIAL DEPOT
EASEMENT No. 1A
TOOELE, TOOELE COUNTY, UTAH

PACIFICORP		TOOELE AREA	
SCALE: 1" = 300'	SHEET 7 OF 7	PN 2532048	REF. REV.