

Recording requested by and  
when recorded return to:

Rocky Mountain Power  
Attn: Lynn Burton  
555 N Main Street  
Tooele, Utah 84074

**ORIGINAL**

APN: sublw. 26; lot 2601

*Space above for Recorder's Use Only*

**ABOVE-GROUND POWER LINE EASEMENT**

DEPOT ASSOCIATES, L.L.C., a Delaware limited liability company, with its offices located at 545 N. Lodestone Way, Tooele, Utah 84074 (“**Grantor**”) in consideration of good and valuable consideration, hereby grants and conveys to PACIFICORP, an Oregon corporation, doing business as Rocky Mountain Power, with an office located at 1407 West North Temple, Salt Lake City, Utah 84116 (“**Grantee**”), a non-exclusive easement 20.00 feet in width and 250.65 feet in length, more or less, above, over, through, and across that certain real property located in Tooele County, State of Utah more particularly described in Exhibit “A” and depicted on Exhibit “B,” attached hereto and incorporated herein (“**Easement Property**”), to construct, install and place electric power distribution lines and any necessary facilities related thereto, including, without limitation, supporting poles, props, guys and anchors, cables, and other conductors and conduits, pads, transformers, switches, vaults, and cabinets (collectively, the “**Power Facilities**”), and thereafter reconstruct, maintain, operate, repair, inspect, alter, remove, replace, and protect the same, and for no other use or purpose.

TOGETHER WITH: (1) in the event Grantee does not have access to the Easement Property from a public street, the reasonable right of access to the Easement Property across the lands of Grantor (“**Grantor’s Property**”) provided that Grantee shall use any existing roads or paved surfaces on Grantor’s Property to the extent possible and shall use good faith efforts to minimize any disturbance or damage to the Grantor’s Property to the fullest extent possible; and (2) the present and future right, at Grantee’s sole cost and expense, to prune and remove (to the extent necessary) any brush, trees, timber, and other hazards that violate the National Electric Safety Code or any other promulgated and applicable safety or fire codes and that might endanger the conductors and Power Facilities.

SUBJECT TO: (1) any state of facts which an accurate ALTA/ASCM survey (with all Table A items) or physical inspection of the easement area might show, (2) 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 (3) all 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.

TO HAVE AND TO HOLD the same unto the said Grantee for a perpetual easement.

GRANTEE'S RIGHT to use the Easement Property shall be subject to the following conditions, which upon the recordation of this instrument or use of the easement granted herein shall be deemed to have been agreed and accepted by Grantee:

1. Grantee, and its successors and assigns, contractors, agents, servants, and employees ("**Grantee's Parties**") shall enter and use the Easement Property at their sole risk, and Grantee hereby releases Grantor from any claims relating to the condition of the Easement Property by Grantee and any entity entering the Easement Property on Grantee's behalf.

2. Grantee shall properly design, install, construct, maintain, and repair the Power Line located on the Easement Property.

3. 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, except for service lines used to serve structures on the Grantor's Property.

4. The location of any poles, vaults, pads, cabinets, on-ground transformers, anchors and guy wires, or any other on-ground facility shall be approved by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. Grantee shall align, place and install any poles and associated equipment and facilities in a manner that will reasonably minimize any detrimental effect on the use, enjoyment and development of the Grantor's Property by Grantor. Grantee shall provide Grantor with plans and specifications showing the proposed location of any poles or other improvements or facilities at least forty-five (45) days in advance or within a lesser amount of time as agreed upon by Grantor. The plans submitted to Grantor will incorporate, to the extent known at the time the plans and specifications are submitted to Grantor, the placement of any roads, landscaping, fences, signs, and other improvements within the Easement Property. The parties will use good faith efforts to mutually agree upon the location and placement of any Power Facilities on the Easement Property.

5. Grantee shall repair any portion of the Easement Property or Grantor's adjacent property damaged in the prosecution of any work by Grantee or Grantee's Parties and shall otherwise restore the surface condition to the same or better condition that it was in prior to such work by Grantee or Grantee's Parties; provided, however, that the foregoing provisions shall not apply to the pruning or removal of any brush, trees, timber, or other hazards undertaken by Grantee pursuant to the terms of this easement.

6. Grantee's work on the Easement Property will not prevent or substantially interfere with pedestrian and vehicular access to Grantor's Property unless agreed to by Grantor.

7. Grantee hereby indemnifies, holds harmless and agrees to defend Grantor from and against any and all liens, encumbrances, costs (including reasonable attorneys' fees, discovery and investigative costs, witness fees and any other associated costs), demands, claims, judgments, and/or damage caused by or arising out of (a) the use of the Easement Property and any work performed on the Easement Property or Grantor's property by Grantee and Grantee's Parties, and (b) any failure to abide by the terms of this document, including the failure to maintain the Power Line by Grantee and Grantee's Parties.

8. The prevailing party in any legal proceedings shall be entitled to its reasonable attorneys' fees and costs from the other party. This document shall be governed by the laws of

the State of Utah, without regard to conflicts of law provisions. Venue and jurisdiction for any legal proceedings shall be in Salt Lake County, Utah.

GRANTOR EXPRESSLY RESERVES the right to relocate the Easement Property and the Power Facilities in its sole and absolute discretion. If Grantor elects to relocate the Easement Property and the Power Facilities, Grantor shall notify Grantee and the parties agree to execute an amended and restated easement containing the same terms as set forth herein that will supplement this easement. If Grantor elects to relocate the Power Facilities, Grantor will pay the costs associated with the relocation of the Power Facilities. 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: (1) for pedestrian and vehicular ingress to and egress from the Grantor's adjacent property through the Easement Property; (2) for the placement and maintenance of landscaping, trees, signs, light standards, sidewalks, curbs and gutters, ditches, utility lines, pipes and related appurtenances, fences, and asphalt roadways and driveways; (3) 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 light standards at a distance from the conductors that would violate the National Electric Safety Code or any other promulgated and applicable safety or fire codes.

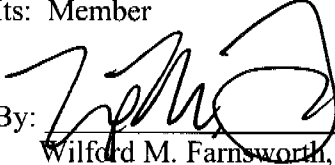
THE EASEMENT GRANTED HEREIN shall be for the use and benefit of the Grantee and Grantee's Parties and shall not be assigned in part nor any rights arising hereunder granted to any other party. This instrument shall be binding upon and inure to the benefit of the parties and their successors and assigns.

IN TESTIMONY WHEREOF, Grantor has caused this Above-Ground Power Line Easement to be executed as of the 20<sup>th</sup> day of January, 2010.

DEPOT ASSOCIATES, L.L.C.,  
a Delaware limited liability company

By: IBC Holdings, LLC  
An Arizona limited liability company  
Its: Administrative Member

By: MainSpring Capital IV, LLC  
An Arizona limited liability company  
Its: Member

By:   
\_\_\_\_\_  
Wilford M. Farnsworth, III  
Its: Member

STATE OF Arizona )  
 : SS.  
COUNTY OF Maricopa )



The foregoing instrument was acknowledged before me on the 20<sup>th</sup> day of January, 2010, by Wilford M. Farnsworth, III, the Member of MainSpring Capital IV, LLC, an Arizona limited liability company, Member of IBC Holdings, LLC, an Arizona limited liability company, Administrative Member of Depot Associates, L.L.C.

My Commission Expires:  
June 23, 2013

Chris Weinert  
Notary Public  
Residing at  
1591 N. Emerson Ct.  
Chandler, AZ 85225

**Exhibit "A"**

(Easement Property)

**A 20.00 FOOT WIDE POWER LINE EASEMENT SITUATE IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE AND MERIDIAN, LOCATED WITHIN THE UTAH INDUSTRIAL DEPOT, CITY OF TOOELE, COUNTY OF TOOELE, STATE OF UTAH. THE SIDE LINES OF WHICH ARE TO BE SHORTENED OR EXTENDED SO AS TO MEET AT RIGHT ANGLES, AND BE 10.00 FEET OFFSET ON BOTH SIDES OF THE FOLLOWING DESCRIBED CENTERLINE:**

BEGINNING AT THE CENTERLINE OF AN EXISTING OVERHEAD POWER LINE ON THE EDGE OF BUILDING 631; SAID POINT BEING SOUTH 54°06'10" WEST, A DISTANCE OF 5173.07 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 30, AS MONUMENTED BY A TOOELE COUNTY BRASS CAP MONUMENT FOUND TO BE CONSISTANT WITH THAT CERTAIN DEPENDANT RESURVEY AMENDED IN 2000, ON FILE WITH THE TOOELE COUNTY SURVEYOR'S OFFICE, AND RUNNING THENCE SOUTH 60°02'39" EAST, ALONG SAID CENTERLINE OF AN EXISTING POWER LINE, A DISTANCE OF 250.65 FEET, TO A POINT OF TERMINATION FOR THIS DESCRIPTION, SAID POINT BEING SOUTH 51°31'12" WEST, A DISTANCE OF 5075.69 FEET FROM THE AFORESAID NORTHEAST CORNER OF SECTION 30.

CONTAINS: 5,013 SQUARE FEET, OR 0.115 ACRES

THE BASIS OF BEARING USED FOR THIS DESCRIPTION IS SOUTH 00°05'16" EAST ALONG THE EAST LINE OF SAID SECTION 30, BETWEEN THE FOUND NORTHEAST CORNER AND THE FOUND SOUTHEAST CORNER OF SAID SECTION.

*Subdivision 26, Lot 2601*

*2-17-52*

*NKA*

*17-52-2601*

Exhibit "B"

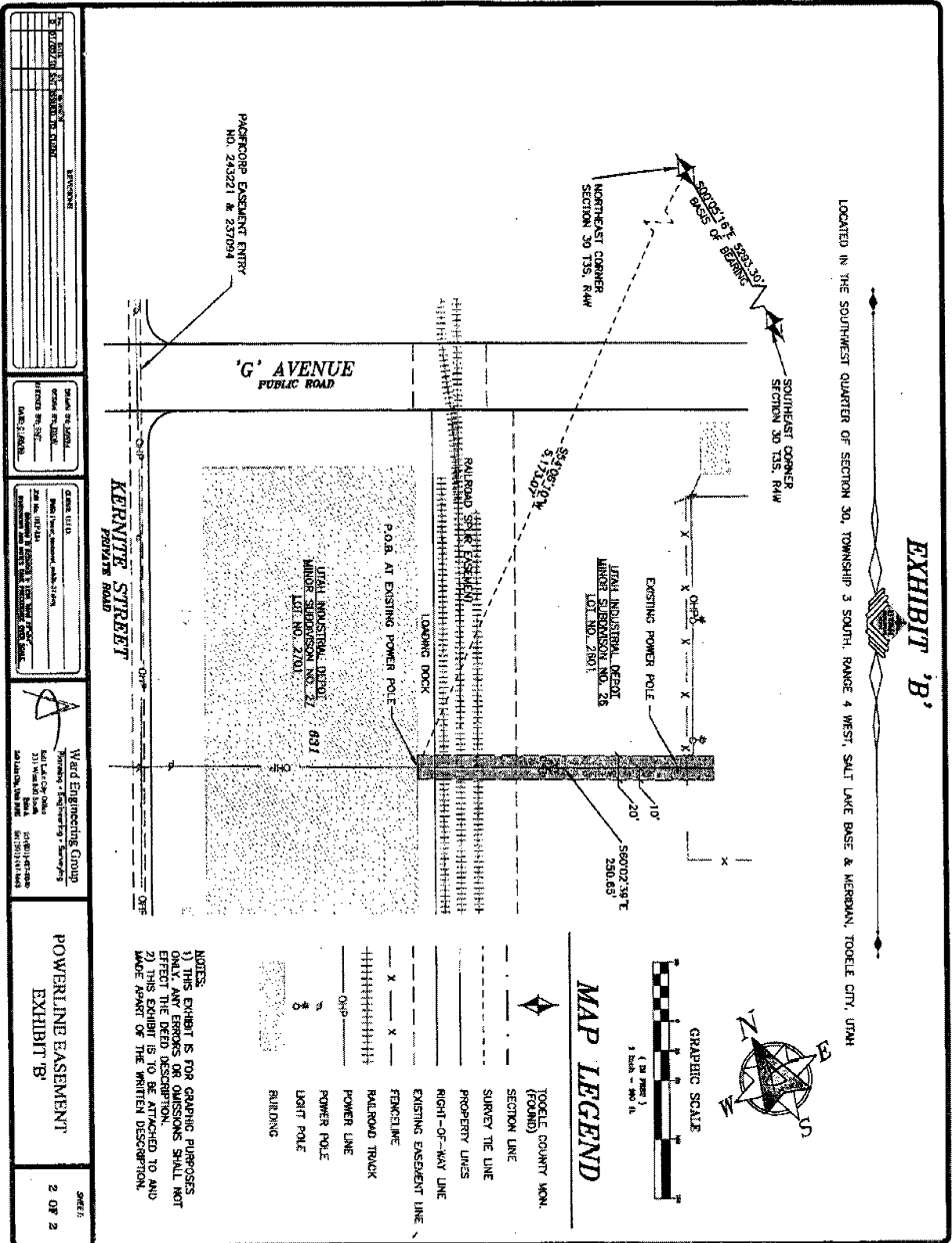


EXHIBIT 'B'

LOCATED IN THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 3 SOUTH, RANGE 4 WEST, SALT LAKE BASE & MERRIAM, TOOELE CITY, UTAH



MAP LEGEND

- TOOELE COUNTY MON. (FOOTING)
- SECTION LINE
- SURVEY THE LINE
- PROPERTY LINES
- RIGHT-OF-WAY LINE
- EXISTING EASEMENT LINE
- FENCE LINE
- RAILROAD TRACK
- POWER LINE
- POWER POLE
- LIGHT POLE
- BUILDING

NOTES:  
 1) THIS EXHIBIT IS FOR GRAPHIC PURPOSES ONLY. ANY ERRORS OR OMISSIONS SHALL NOT AFFECT THE DEED DESCRIPTION.  
 2) THIS EXHIBIT IS TO BE ATTACHED TO AND MADE APART OF THE WRITTEN DESCRIPTION.

<p>DATE: 10/27/21                  BY: [Signature]                  PROJECT: PACIFIC CORP EASEMENT ENTRY                  DATE: 5/19/20</p>		<p>DATE: 10/27/21                  BY: [Signature]                  PROJECT: PACIFIC CORP EASEMENT ENTRY                  DATE: 5/19/20</p>		<p>DATE: 10/27/21                  BY: [Signature]                  PROJECT: PACIFIC CORP EASEMENT ENTRY                  DATE: 5/19/20</p>	
<p>Word Engineering Group                  311 West 200 South                  Salt Lake City, UT 84119                  (801) 487-1800                  www.wordeng.com</p>		<p>Word Engineering Group                  311 West 200 South                  Salt Lake City, UT 84119                  (801) 487-1800                  www.wordeng.com</p>		<p>Word Engineering Group                  311 West 200 South                  Salt Lake City, UT 84119                  (801) 487-1800                  www.wordeng.com</p>	

POWERLINE EASEMENT EXHIBIT 'B' SHEET 2 OF 2