

Return to:

Pat Clausen  
BOUNTIFUL NORTHGATE ASSOCIATES, LTD.  
c/o Price Development Company  
35 Century Park Way  
Salt Lake City, Utah 84115

TYPE OF EASEMENT	
<input checked="" type="checkbox"/>	Power
<input type="checkbox"/>	Water
<input type="checkbox"/>	Telephone
<input type="checkbox"/>	CATV
<input type="checkbox"/>	Sewer
<input type="checkbox"/>	Natural Gas

SE-24  
NE-25

2N-1W

EASEMENT

E 1034309 R 1613 P 583  
CAROL DEAN PAGE, DAVIS CNTY RECORDER  
1993 MAY 10 4:22 PM FEE 24.00 DEP DJW  
REC'D FOR FIRST AMERICAN TITLE CO OF UTA

#06-037, 0153

1. Grant of Easement. For a valuable consideration, Bountiful Northgate Associates, Ltd., a Utah limited partnership ("Grantor"), does hereby grant to PacifiCorp an Oregon Corporation (the "Grantee") its successors and assigns, for the purposes hereinafter set forth, and for such purposes only, a nonexclusive easement and right-of-way, under and across certain portions of the lands of Grantor situated in the Project known as Gateway Crossing in the City of Bountiful, County of Davis, State of Utah, more particularly described on Exhibit "A" and as shown on Exhibit "B" attached hereto and made a part hereof (the "Easement Property").

a. The easement and right-of-way herein described (the "Easement") shall only be used by Grantee to construct, lay, install, operate, use, maintain, alter, repair, replace, inspect and/or remove, from time to time (subject to the limitations set forth in this Easement) the following:

Electric transmission and distribution lines, communications circuits, fiber optic cables and associated facilities (the "Facilities").

b. Grantee shall have the right of reasonable ingress and egress to the Easement Property subject to the uses which Grantor is then making of the applicable surface areas.

2. Reservations. Grantor retains (i) the right to use the surface areas in any manner that does not interfere with Grantee's use of the Easement Property, and (ii) to the extent such use is not inconsistent with Grantee's use of subsurface, the non-exclusive right to use the subsurface areas of the Easement Property in connection with the development of Grantor's project. Grantor specifically reserves the right to allow other utility lines to be installed under, across and within the Easement Property, provided such do not interfere with or endanger the installations of Grantee.

3. Protections of Grantor's Improvements. In its use of Easement Property and in the performance of the work which Grantee is authorized to perform within the Easement Property, Grantee shall avoid any damage to, or interference with, other improvements within the Easement Property or the immediate vicinity.

4. Initial Installation; Protection of Grantee's Improvements. Grantee accepts the Easement with the knowledge that Grantor by necessity must improve the surface area of the Easement Property for motor vehicle parking, drive aisles, landscaping, sidewalks, curbs and similar parking lot uses (other than structures). Upon completion of such construction, all such facilities shall be and remain the property of Grantee.

5. Obligations of Grantee. In making use of the Easement, Grantee shall:

a. Complete all of its installations in accordance with Grantor's time table for construction of Grantor's project in the area of the Easement Property;

b. Make adequate provision for the safety and convenience of all persons using the Easement Property or the improvements installed therein by Grantee;

c., Obtain all necessary governmental approvals and/or permits for said easement which may include an easement from said governmental agency arising out of the Easement area affecting any right-of-ways or property which they may own;

d. Replace and restore any areas and improvements disturbed by its maintenance and repair work to the condition such were in prior to the performance of any such work;

e. Following initial installation, Grantee shall regularly inspect, and, at all time, maintain its facilities and related equipment in good order and repair and in proper operating condition.

6. Indemnification; Liens.

a. Grantee shall indemnify, defend, and hold Grantor, its directors, officers, agents and affiliates harmless from and against any claims, demands, suits, actions, losses, damages, settlements, judgements, costs and expenses, including attorney's fees, in any manner arising out of, or in connection with, Grantee's use of the Easement Property. Such indemnity shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns.

b. Grantee shall not permit any claim, lien, or other encumbrance arising from its installation, maintenance or repair activities to accrue against or attach to the Easement Property or the interest of Grantor or its successors and assigns in any portion of the Gateway Crossing Shopping Center.

7. Term. The Easement shall terminate upon the cessation of use thereof for more than twelve (12) months unless notice is given in writing of circumstances affecting such cessation and an intention of resumption of use. Upon termination of this Easement for any reason whatsoever, Grantee shall execute and deliver to Grantor (within 60 days after receipt of written request) a good and sufficient quitclaim deed and/or termination instrument to the Easement in question. Should Grantee fail or refuse to deliver to Grantor such a quitclaim deed or termination agreement, written notice of such failure shall be delivered to Grantee and shall be recorded by Grantor, and ten days thereafter serve as notice to Grantee and all claiming through it that this Easement and all rights arising therefrom are terminated.

8. Interference with Business Activity. No construction activities, other than emergency maintenance and repair, shall be conducted by Grantee on the Easement Property during the months of November or December of any year that Grantor's project is open for business without prior written consent of Grantor. Grantee shall, whenever, reasonably possible, notify Grantor in advance of the commencement of any construction, repair or maintenance work upon the Easement Property and shall coordinate the scheduling of such work so as to minimize interference with normal business activities at the Gateway Crossing Shopping Center.

9. Relocation of Easement. Grantee agrees that it will, from time to time, upon request of Grantor, allow the relocation of the Easement to another area upon the following conditions:

(i) Such relocation must be of such a nature as to permit the proper use and operation of Grantee's facilities and the rendering of satisfactory service thereto;

(ii) Grantee shall be given and have recorded a written easement and right-of-way in form similar to this covering the new location;

(iii) Grantor will cause all such relocation work to be performed at its sole cost and expense, either directly or by reimbursing Grantee for any costs incurred by it in performing any of such relocation work.

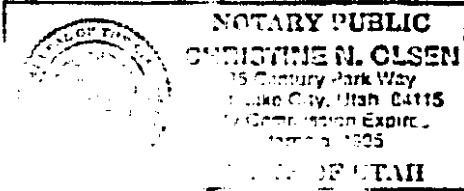
10. Title and Other Exceptions. This Easement is subject to all valid and existing licenses, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting the project, including those affecting the Easement Property and access thereto.

STATE OF UTAH )  
 :SS.  
COUNTY OF SALT LAKE )

E 1034309 8 1613 P 585

On this 3rd day of May, 1993, before me, the undersigned, a Notary Public in and for the State of Utah, personally appeared J. R. [unclear] known to me to be the President of Price Development Company, a Utah corporation which corporation is known to me to be a general partner in the Utah limited partnership of Northgate Investment Company which limited partnership is known to me to be the general partner in BOUNTIFUL NORTHGATE ASSOCIATED, and acknowledged to me that he executed the within and foregoing instrument in his capacity as above stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

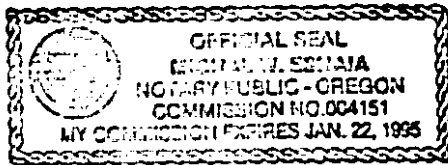


Christine N. Olsen  
NOTARY PUBLIC  
Residing in Salt Lake City, UT  
My commission Expires: 3-5-95

STATE OF ~~UTAH~~ OREGON )  
 :SS.  
COUNTY OF ~~SALT LAKE~~ )  
 MULTNOMAH

On the 16 day of APRIL, 1993, personally appeared before me, the undersigned, a Notary Public in and for said State LEE D. WHISLOR who being by me duly sworn, did say that she is the VICE - PRESIDENT of PACIFICORP dba UTAH POWER & LIGHT COMPANY; the corporation that executed the foregoing instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Michael W. Eide  
NOTARY PUBLIC  
Residing in PORTLAND ORE  
My Commission Expires: 1-22-95

11. Attorney's Fees and Costs. In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorney's fees and costs, whether or not suit is filed.

12. Notices. Any notice provided herein to be given by either party to the other may be served by hand delivery or by depositing same in the United States mail, postage prepaid, and addressed to said other party at its address set forth below. Such notice shall be deemed given on the date of receipt. Either party may change its address for purposes of notification pursuant to this paragraph by giving notice thereof to the other in the manner set forth herein.

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GRANTOR: BOUNTIFUL NORTHGATE ASSOCIATES, LTD.  
c/o Price Development Company  
35 Century Park-Way  
Salt Lake City, Utah 84115

GRANTEE: PacifiCorp  
P.O. Box 11368  
Salt Lake City, Utah 84139

IN WITNESS WHEREOF, the parties hereof have executed this instrument as of the 3rd day of May, 19 93.

GRANTOR:

BOUNTIFUL NORTHGATE ASSOCIATES, LTD.  
a Utah limited partnership

By: Price Development Company, a  
Utah corporation, its general  
partner

By:   
Its: \_\_\_\_\_

GRANTOR:

PacifiCorp

By:   
Its: VICE PRESIDENT

EXHIBIT "A"

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

E 1034309 B 1613 P 587

Beginning at a new pole in an existing power line on the Grantor's land at a point 294.8 feet south and 768.2 feet west, more or less, from the northeast corner of Section 25, T. 2N., R. 1W., S.L.M., thence UNDERGROUND N.89°58'W. 5 feet to the west boundary line of said land and being in the NE1/4 of the NE1/4 of said Section 25.

NE 25

pt 06-039-0153

A right of way over the west and south 5 feet of the Grantor's land being 5 feet east and north of and adjacent to the following described west and south boundary lines of said Grantor's land:

DB

Beginning in the above described center line on the west boundary line of the Grantor's land at a point 294.8 feet south and 773.2 feet west, more or less, from the northeast corner of Section 25,

T. 2N., R. 1W. S.L.M., thence N.0°11'W. 33 feet, more or less, along the west boundary line of said land, thence S.89°49'W. 68 feet, more or less, to the southwest corner of said land and being in the NE1/4 of the NE1/4 of said Section 25.

pt 06-039-0153

A right of way over the west 10 feet of the Grantor's land, being 10 feet east of and adjacent to the following described west boundary line of said Grantor's land:

Beginning at the southwest corner of the Grantor's land at a point 262.0 feet south and 841.3 feet west, more or less, from the northeast corner of Section 25, T. 2N., R. 1W., S.L.M., thence along the west boundary line of the Grantor's land along a line which is the east right of way fence of Interstate - 15 along the arc of a 1015.37 foot radius curve to the left 447.28 feet, more or less, (chord bears N.17°15'50"W. 443.67 feet) thence N.29°52'W. 231.5 feet to a new primary switch gear box, thence along the arc of a 895.37 foot radius curve to the right 288.85 feet, more or less, (chord bears, N.20°37'29"W. 287.6 feet) to the north boundary line of said land and being in the NE1/4 of the NE1/4 of said Section 25 and the SE1/4 of the SE1/4 of Section 24, Township and Range aforesaid.

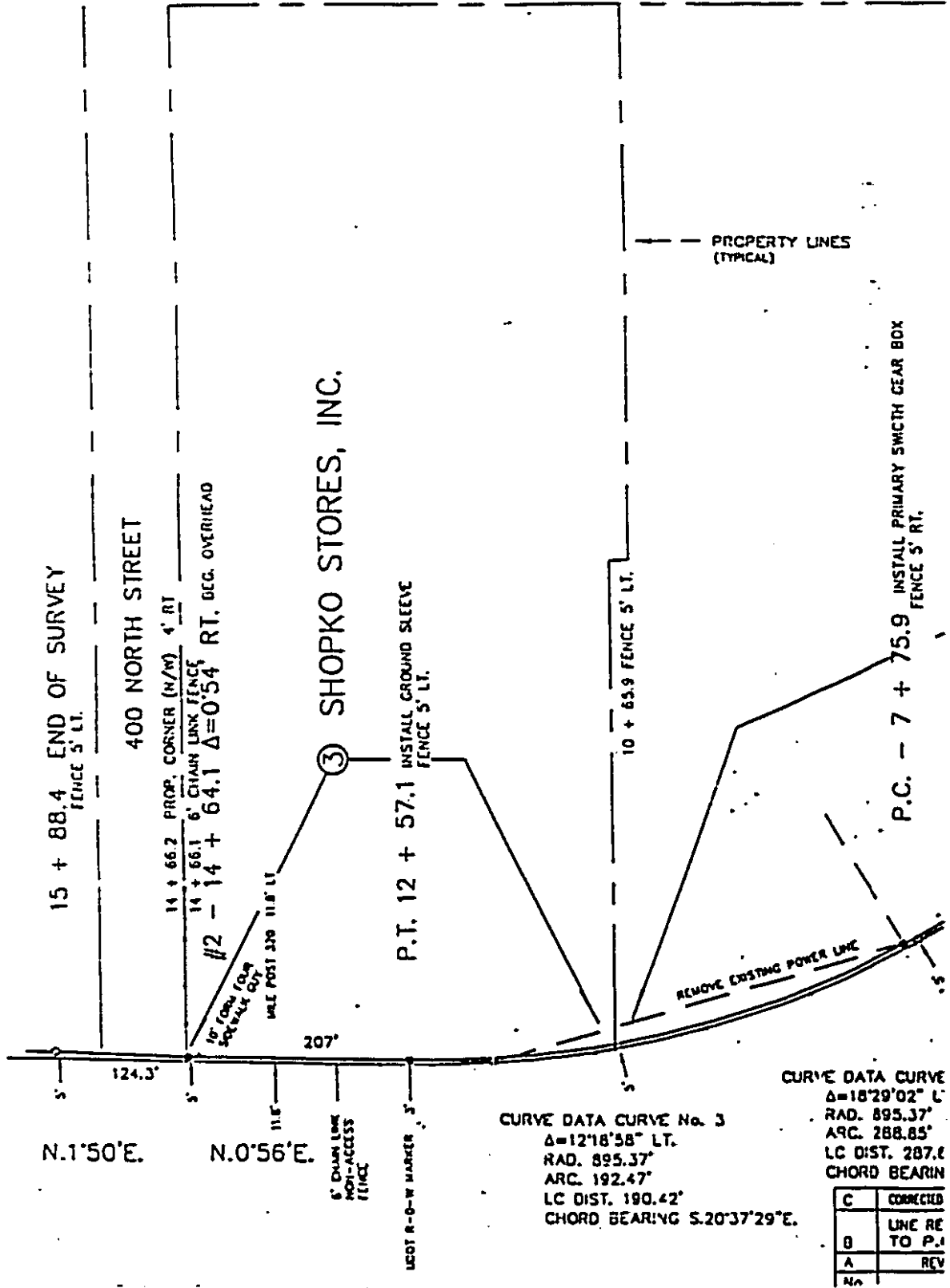
SE 24  
NE 25

DB

This easement also includes one new pole and no guy anchors.

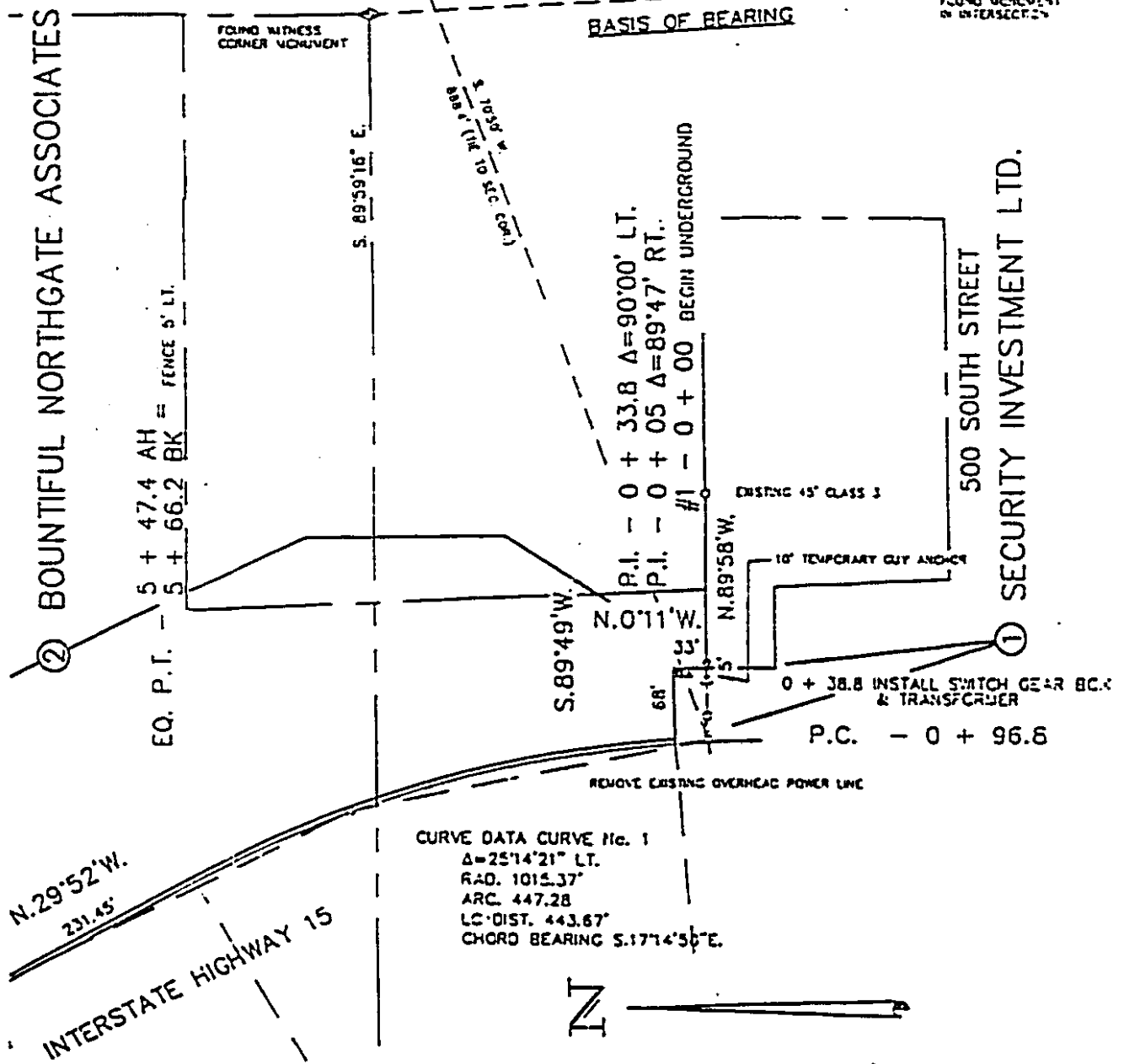
pt 06-039-0153

500 WEST STREET  
E 1034309 B 1613 P 588



(NOT FOUND) 24 1 25 3 T.2N., R.1W., S.L.M.

E 1034309 B 1613 P 589



CURVE DATA CURVE No. 1  
 $\Delta = 25^{\circ}14'21''$  LT.  
 RAD. 1015.37'  
 ARC. 447.28'  
 LC-DIST. 443.67'  
 CHORD BEARING S.17°14'56" E.

**UNDERGROUND DISTRIBUTION LINE TO  
 SERVE SHOPKO STORES, INC.  
 100 SOUTH 500 WEST  
 WEST BOUNTIFUL, DAVIS COUNTY, UTAH**

No. 2  
 G 5.20°37'29" E.

CURVED DATA AS PER N.M.A.		12/27/71	DTD	WTL	SCALE: 1 IN. = 100 FT		MAY 30, 1990	
LOC. FROM 0 + 00	0 + 96.6	09/01/71	DTD	WTL	SURVEYED BY	MAPCON	REFERENCES:	<del>PN 6712053</del> PN 8191546 SHEET 1 OF 1
AS PER 8191546	09/27/71	DTD	WTL	CHECKED BY	WTL	REV.		
DATE	BY	CHK'D	CORRECT	DM	C			