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

ENT 42945:2008 P6 1 of 6
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2008 Apr 11 2:39 pm FEE 21.00 BY TO
RECORDED FOR PACIFICORP

Tax Lot #: 270370042

NON-EXCLUSIVE EASEMENT FOR ROADWAY

THIS NON-EXCLUSIVE EASEMENT FOR ROADWAY ("Agreement") is granted, made and entered into as of the 1st day of April, 2008, by and among MESQUITE PRESIDIO, LLC ("Grantor"), and PACIFICORP, an Oregon corporation, d.b.a. Rocky Mountain Power, its successors-in-interest and assigns, with an office located at 1407 West North Temple, Salt Lake City, Utah 84116 ("Grantee").

RECITALS

A. Grantor is the owner and of certain real property located in Utah County, State of Utah ("Grantor's Parcel"). Grantee is the owner of certain real property located adjacent to the Grantor Property ("Grantee's Parcel"), upon which Grantee intends to access its electrical substation. Grantee's Parcel is more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference for all purposes.

B. In accordance with and subject to the terms and conditions of this Agreement, Grantor has agreed to grant and convey to Grantee a perpetual, non-exclusive easement and right-of-way over, through and across certain property, as more particularly described in **Exhibit "B"**, attached hereto and incorporated herein for all purposes (the "**Easement Property**"). The rights and interests granted to Grantee in the Easement Property are collectively referred to as the "**Easement**".

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the sum of Ten Dollars paid by Grantee to Grantor, the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor and Grantee agree as follows:

1. Grant of Easement. Subject to the terms and conditions set forth in this Agreement, Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement and right-of-way for ingress and egress by vehicular and pedestrian traffic over, through, and across the Easement Property.

2. Easement Appurtenant to the Grantee Property; Benefitted Parties. The Easement shall be appurtenant to and run with the land and constitute a portion of the Grantee Property and each part thereof. The Easement shall be for the use and benefit of

the following parties (collectively, the "Benefitted Parties"): (a) Grantee and its respective successors and assigns; and (b) all employees, contractors, agents, and invitees of Grantee. The Easement shall only benefit the Grantee Property and shall not be used for the benefit of any other property, including any property that may be added to or made part of the Grantee Property.

3. Grantee's Use of Easement Property. Grantee and the Benefitted Parties shall have the right and easement, in common with others, to utilize the Easement Property for pedestrian and vehicular access to Grantee Property, including but not limited to, automobile, truck and other wheeled conveyances, and to replace and repair the Easement Property as described in this Agreement.

4. Grantor's Reservation of Rights. Grantor reserves unto itself forever, the right to cross over or under the Easement Property, to place or grant other easements along, across, or under the Easement Property, to place or grant other easements along, across, or under the Easement Property, and to otherwise make improvements to the Easement Property, so long as such uses and improvements do not materially and adversely impair or diminish Grantee's use of the Easement Property for the purposes herein granted.

5. Indemnification. Grantee shall indemnify and hold Grantor harmless from and against any loss, cost, damage or expense, including claims for death or injury to persons or damage to property, and including without limitation attorneys' fees and court costs, which may arise out of the use of the Easement Property by Grantee or the Benefitted Parties, except to the extent such loss, cost, damage or expense is the result of the negligence or misconduct of Grantor or its employees.

6. Covenants to Run With the Land. The Easement shall constitute covenants running with the land, and shall burden the Easement Property as the servient estate, and benefit the Grantee Property as the dominant estate, and shall be binding upon the Grantor, its successors, assigns, and any person acquiring, leasing, or otherwise owning an interest in the Easement Property.

7. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or a dedication of any portion of the Easement Property to or for the general public or for any public purpose whatsoever, it being the intent of the parties that this Agreement be strictly limited to and for the purposes expressed herein.

8. No Waiver. Failure of a party to insist upon strict performance of any provisions of this Agreement shall not be construed as a waiver for future purposes with respect to any such provision or option. No provision of this Agreement shall be waived unless such waiver is in writing and signed by the party alleged to have waived its rights.


9. Costs and Expenses. In the event of a breach in any of the covenants or agreements contained herein, the breaching party shall pay all costs and expenses, including reasonable attorneys' fees which may arise or accrue from enforcing this

agreement or in pursuing any remedy provided by the laws of the State of Utah, whether such remedies are pursued by filing suit or otherwise. Grantor and Grantee acknowledge that in the event of any default hereunder, it would be difficult to ascertain the exact money damages suffered by the non-defaulting party. Accordingly, the parties agree that such non-breaching party is entitled to appropriate equitable remedies in the even of any such default.

10. Applicable Law. This Agreement shall be governed by and construed in accordance with and interpreted under the laws of the State of Utah.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the day year first written above.

GRANTOR:
MESQUITE PRESIDIO, LLC

BY: 

ITS: Mesquite Presidio Managing Director

GRANTEE:
PACIFICORP, an Oregon corporation d.b.a. Rocky Mountain Power

BY: 

ITS: VP-Engineering Services & Capital Inv.

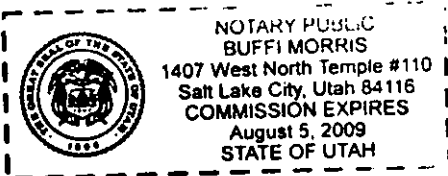
ACKNOWLEDGMENT

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On the 24th day of March, 2008, personally appeared before me Jack Evans, who being duly sworn did say that he/she is the signer of the within instrument on behalf of Mesquite Presidio, LLC, and that the within and foregoing instrument was signed by authority of said corporation and said Managing Director duly acknowledged to me that said corporation executed the same.

My Commission Expires:

Buffi Morris
Notary Public



Residing at: _____

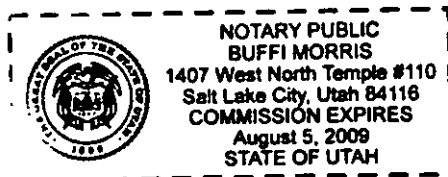
ACKNOWLEDGMENT

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On the 1st day of April, 2008, personally appeared before me Douglas N. Bennie, 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.

My Commission Expires:

Buffi Morris
Notary Public



Residing at: _____

EXHIBIT "A"
(Legal description of Grantee's property)

Parcel 1

Beginning at a Southwest corner of the Grantor's land at a point 1346.77 feet N. 0°41' W. from the South one quarter corner of Section 27, T. 8 S., R. 3 E., S.L.M., thence North 1340 feet, more or less, thence East 4765 feet, more or less, thence S. 8°44' W. 380.4 feet, thence West 675 feet, more or less, thence N. 0°30' E., 14 feet, more or less, thence N. 88°30' W. 1298.1 feet, thence S. 1°30' W. 48 feet, more or less, thence West 1394 feet, more or less, thence South 964 feet, more or less, thence S. 89°58' W. 1341.50 feet to the point of beginning and being in the N ½ of the SE ¼ of said Section 27, the N ½ of the SW ¼ of Section 26, Township and Range aforesaid.

Containing 69.65 acres, more or less.

Parcel 2

Said tract of land situate in the NE ¼ of the SW ¼ of Section 27, Township 8 South, Range 3 East, Salt Lake Meridian, described as follows:

Beginning at the northeast corner of the Grantor's land which is the center of Section 27, T. 8 S., R. 3 E., S.L.M., and running thence South 494.81 feet along the east boundary line of said Grantor's land, thence N. 71° 57' W. 178.14 feet, thence S. 89°46' W. 635.63 feet to the east line of railroad right of way, thence N. 14°30' W. 447.09 feet along said east right of way line to the north boundary line of said Grantor's land, thence East 915.42 feet along said north boundary line to the point of beginning; containing 8.723 acres.

EXHIBIT "B"
(Legal description of Easement Property)

Beginning at a Brass Cap Monument found marking the Center of Section 27 and running thence, North 00°11'08" West for a distance of 55.31 feet to the beginning of a curve, said curve turning to the left a distance of 25.00 feet having a radius of 40.00 feet, and whose long chord bears North 18°05'45" West for a distance of 24.60 feet to a point of intersection with a non-tangential line; thence, North 36°00'22" West for a distance of 56.04 feet to the beginning of a non-tangential curve, said curve turning to the right a distance of 19.13 feet having a radius of 100.00 feet, and whose long chord bears North 30°31'31" West for a distance of 19.10 feet to the beginning of a non-tangential curve, said curve turning to the left a distance of 15.36 feet having a radius of 10.00 feet, and whose long chord bears North 69°03'26" West for a distance of 13.90 feet to a point of intersection with a non-tangential line; thence North 66°55'47" East for a distance of 72.12 feet to the beginning of a non-tangential curve, said curve turning to the left a distance of 16.71 feet having a radius of 10.00 feet, and whose long chord bears South 19° 04'06" West for a distance of 14.83 feet to a point of intersection with a non-tangential line; thence, South 32°23'59" East for a distance of 6.04 feet to a point on a line; thence South 36° 00'22" East for a distance of 56.04 feet to the beginning of a non-tangential curve; said curve turning to the right a distance of 57.52 feet having a radius of 92.00 feet, and whose long chord bears South 18°05'45" East for a distance of 56.59 feet to a point of intersection with a non-tangential line; thence South 00°11'08" East for a distance of 54.95 feet to a point on a line; thence South 89°24'56" West a distance of 52.00 feet to the POINT OF BEGINNING;

Containing 9162 square feet more or less