

WHEN RECORDED, MAIL 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

E 2412804 B 4683 P 143-149
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
12/30/2008 09:45 AM
FEE \$23.00 Pgs: 7
DEP RT REC'D FOR PACIFICORP

12-079-0114 NW 14, 4N2W
QUITCLAIM DEED AND RESERVATION OF RIGHT OF WAY EASEMENT

THIS GRANT OF PROPERTY AND RESERVATION OF RIGHTS ("Agreement"), is made and entered into as of the ____ day of _____, 2008, by and between Trico Holdings L.C., a Limited Liability Company of the state of Utah ("Trico") and PACIFICORP, an Oregon corporation, dba ROCKY MOUNTAIN POWER, successor in interest to Utah Power & Light Company, ("RMP"); Trico and RMP are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

- A. RMP is the owner of a tract of land located in Davis County, Utah, more particularly described in Exhibit "A" attached hereto and incorporated by reference (the "Property"). For convenience of the Parties, the Property boundaries are shown in the drawing attached hereto and incorporated by reference as Exhibit "B".
- B. Trico and RMP are parties to that certain Agreement for Sale and Purchase of Real Property dated as of _____, 2008 ("Purchase Agreement").
- C. In accordance with the terms of the Purchase Agreement, RMP desires to grant and Trico desires to receive fee ownership of the Property.
- D. Simultaneously, RMP desires to reserve a perpetual, non-exclusive right-of-way easement in, on, over, under, across and through the Property (the "Easement Area").
- E. Furthermore, Trico desires to grant and RMP desires to receive a perpetual easement to the right-of-way from adjacent lands of Trico for all activities in connection with the purposes for which the above easement has been reserved.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Trico and RMP agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated in this Agreement as if fully set forth in the body of this Agreement.

2. Grant of Property. RMP, hereby QUITCLAIMS to Trico, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the parcel of land in Davis County, Utah as described in Exhibit "A" attached hereto and incorporated by reference (the "Property"), subject to the reservation of easement, more fully described in Section 3, across the entire Property.

3. Reservation of Easement. RMP hereby reserves a perpetual easement in, on, over, under, across and through the Property to access, construct, install, lay, maintain, operate, repair, inspect, protect, upgrade, remove and replace electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets.

4. Grant of Easement. Trico hereby grants a perpetual, non-exclusive easement to RMP for access, ingress and egress across any adjacent land owned by Trico in order to access utilities installed pursuant to Section 3 and perform all work related thereto.

5. Trico's Use of Easement Area.

- a. Trico shall have the right to use and improve the Easement Area for the continued operation, maintenance and repair of existing storage units and to grant other easements within the Easement Area, in any manner not inconsistent with RMP's use and easement rights reserved hereunder. However, at no time shall Trico place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials, lighting structures of any kind, plant trees or vegetation, on or within the boundaries of the Easement Area. Trico shall not alter ground elevations without RMP's prior consent. Such consent shall be based upon National Electric Safety Code clearance standards or more stringent standards as may be imposed by RMP for the efficient and safe operation of RMP's transmission lines.
- b. It is explicitly understood that Trico shall obtain written approval from RMP 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 activities on the roof of nearby storage units which may require access through the easement area.
- c. Trico shall be responsible for all costs for the upkeep, maintenance, repair and improvement of the Easement Area, including the costs to provide suitable access to and within the Easement Area for RMP's activities and facilities as allowed under Section 3

d. Subject to the foregoing limitations, the surface of the Easement Area may be used for open space and other purposes not inconsistent, as determined by RMP, with the purposes for which this easement has been reserved.

6. RMP'S Use of Easement Area. In the event RMP determines that Trico has not provided suitable access, RMP shall have the right to keep the Easement Area and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger RMP's facilities or impede RMP's activities.

7. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Utah, without giving effect to its choice of law principles.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed as an original but all of which together shall constitute one and the same instrument.

10. Entire Agreement. This Agreement supersedes all prior understandings, representations and agreements between the Parties with regard to the subject matter hereof and there are no other understandings, representations, warranties or agreements between them.

11. Attorneys' Fees. If either Party brings or commences any legal action or proceeding to enforce any of the terms of this Agreement, the prevailing Party, if any, in such action shall be entitled to recover from the non-prevailing Party all reasonable attorneys' fees that may have been incurred, including any and all costs and expenses incurred in enforcing, perfecting and executing such judgment, and including all costs of appeal.

12. Amendment. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged orally or by any course of dealing, but only by an instrument in writing signed by the Party against which enforcement of the change, amendment, modification, waiver or discharge is sought.

13. Authority. Each party hereto hereby represents, warrants and covenants unto the other that this Agreement has been duly authorized, executed and delivered by such party and constitutes the valid, legal and binding agreements and obligations of such party enforceable against such party in accordance with the terms hereof.

14. Severability. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to any extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15. No Joint Venture. Nothing in this Agreement shall be construed to make the Parties partners or joint venturers or render any of the Parties liable for the debts or obligations of the other.

16. Legal and Equitable Relief. In the event of any breach, or attempted or threatened breach, by any Party to this Agreement, of any of the terms, covenants or conditions hereof, the other Party shall be entitled to full and adequate relief by injunction and/or such other available legal or equitable remedies from the consequences of such breach. The remedies herein provided shall be cumulative as to all other remedies permitted by law or in equity.

17. Waiver. The waiver of, or failure to enforce, any breach of or violation of any of the foregoing obligations or easements shall not be deemed to be a waiver of the right to enforce, or be deemed an abandonment of, the particular obligation violated or any of the obligations; nor shall it be deemed to be a waiver of the right to enforce any subsequent breach or violation of this Agreement or any of the provisions set forth herein. The foregoing shall apply regardless of whether or not any party has knowledge of the breach of the violation.

18. No Public Dedication. The provisions of this Agreement are not intended to and do not constitute a dedication for public use of the Easement Area or the Property, and the rights herein created are private and for the benefit only of the Parties, their successors and assigns.

19. Running of Benefits and Burdens. All provisions of this instrument run with the land and are binding upon of the successors and assigns of Trico and RMP.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date first set forth above.

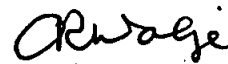
Trico:

Trico Holdings L.C., a Limited Liability Company
of the state of Utah

By: 
Its: Member

RMP:

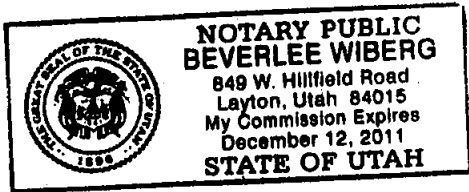
PACIFCORP, an Oregon corporation,
dba **ROCKY MOUNTAIN POWER**

By: 
Its: President

INDIVIDUAL ACKNOWLEDGMENT

STATE OF UTAH)
) *Davis* SS.
County of SALT LAKE)

This instrument was acknowledged before me on this 30th day of December, 2008, by Mark Thayne.



Beverlee Wiberg

Notary Public

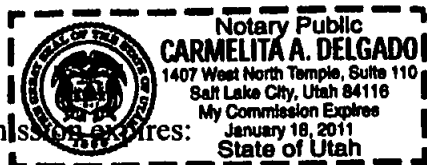
My commission expires: 12/12/2011

ACKNOWLEDGMENT

STATE OF UTAH)
) ss.
COUNTY OF SALT LAKE)

On this 18th day of December, 2008, personally appeared before me A. Richard Walje, who being by me duly sworn, did say that he is the signer of the within instrument on behalf of Rock Mountain Power, a division of PacifiCorp, an Oregon corporation, and that the within and foregoing Quit Claim and Reservation of Right of Way Easement was signed on behalf of Rock Mountain Power by actual authority.

Carmelita A. Delgado
Notary Public



My commission expires: 1-18-11

Residing at *Salt Lake City*

EXHIBIT "A"

Legal Description of the Property

Beginning at a point on the current west line of the Rocky Mountain Power Corridor Property, said point being 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 from the Northwest Corner of Section 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian, said point of beginning also being described as North 89°59'50" West, (North 89°59'49" West by deed) 1116.73 feet along the section line and North 0.73 feet more or less, and South 36°26'34" East 719.88 feet from the North Quarter Corner of Section 14, Township 4 North, Range 2 West, Salt Lake Base and Meridian, and running;

Thence South 89°54'21" East 14.09 feet to a line 120 feet southwesterly of and parallel to an existing center line of a power line within said corridor, said center line was defined by a field survey of said line in January of 2008;

Thence South 36°24'44" East 286.14 feet along the said southwesterly line;

Thence North 89°54'21" West 13.90 feet to the current west line of the Rocky Mountain Power Corridor Property;

Thence North 36°26'34" West 286.26 feet along the current west line of the Rocky Mountain Power Corridor Property to the point of beginning.

Contains 3,220 square feet, 0.074 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.

EXHIBIT "B"

Depiction of the Property Boundaries

