

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

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6/4/2007 1:53:00 PM \$30.00
Book - 9473 Pg - 2553-2562
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 10 P.

LIMITED USE TRANSMISSION LINE CORRIDOR EASEMENT

This Limited Use Transmission Line Corridor Easement (the "Easement") is entered into this 29th day of May, 2007, by and between PacifiCorp, an Oregon corporation d/b/a Rocky Mountain Power, successor in interest to Utah Power and Light Company ("Grantor") and Miller Family Real Estate, L.L.C., a Utah limited liability company ("Grantee").

RECITALS

A. Grantor owns that certain parcel of land (referred to interchangeably as the "Easement Property" or the "Grantor's Land") located in Salt Lake County, State of Utah as more particularly described in Exhibit "A" attached hereto and made a part hereof by reference, used in connection with Grantor's use, operation and maintenance of electric transmission lines and other utility purposes.

B. In connection with the development of a commercial enterprise, currently intended to be an auto dealership, to be located on a parcel of land located directly adjacent to Grantor's Land and legally described in Exhibit "B" hereto ("Grantee's Land"), Grantee desires an easement over and across Grantor's Land for the sole purpose of constructing an access road limited to 65 feet in width, together with asphalt paving, landscaping, sidewalk, curb and gutter, and for parking for customers and automobile inventory (collectively referred to as the "Improvements").

NOW, THEREFORE FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration and of the mutual promises of the parties set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby conveys a perpetual, non-exclusive easement to Grantee in, over, and across the Grantor's Land for the purpose of providing ingress and egress to and from Grantee's Land and constructing, using, maintaining, repairing, replacing and removing the Improvements over and across Grantor's Land specifically according to a site plan to be prepared by Grantee, approved by Grantor and appended hereto as Exhibit "C" and made a part hereof by this reference.

2. Restrictions of Use and Improvements.

a. Plan Approvals. At least sixty (60) days prior to the construction, alteration, or modification of the Improvements, Grantee shall provide a written set of construction drawings (the "Drawings") to Grantor for its approval. Grantee shall not commence construction until Grantor gives written approval of the Drawings. Grantor

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shall have the right to deny approval of the Drawings at Grantor's sole discretion, if the improvements or construction materially conflict with the restrictions set forth below. The parties acknowledge that Grantee has not submitted the Drawings or other site plans for Grantor's approval as of the date hereof, but Grantee agrees it will construct the Improvements and otherwise use and develop the Easement Property in compliance with the standards and restrictions set forth herein.

b. Clearance Standards. At no time shall Grantee place, use or permit to be used on the Easement Property any construction cranes or other equipment having a boom or similar attachment which may come in contact with Grantor's overhead electric lines or any equipment or material of any kind that exceeds fifteen (15) feet in height, or that may endanger or interfere with Grantor's facilities, or that may pose a risk to human safety. Grantee shall not excavate within 50 feet of Grantor's existing transmission structures. Grantee shall maintain a minimum distance of 50 feet between structures and transmission line conductors (wires). Grantee shall maintain a minimum distance of: i) 35 feet from finished grade to conductors; ii) 30 feet between approved facilities and the point where the transmission line (steel/wood pole/guy anchor/steel pole) enters the earth; and iii) 20 feet between equipment and transmission line conductors (wires).

c. Non-use Area. Grantee shall maintain a 25 foot radius non-use area around the 138 kV structures and a 50 foot radius non-use area around the 345 kV transmission structures (collectively the "Non-use Area"). Vehicles may not be parked overnight within the Non-use Area. The Non-use Area will be clearly marked with red striping and kept clear at all times. Grantee will provide a 25 foot wide non-use strip of land beginning at the south end of the Easement Property and ending at the north end of the Easement Property and centered between the existing and future 345 kV structures. The Non-use Area will be clearly marked with red striping and crosshatch.

d. The storage of flammable and hazardous materials or refueling of vehicles/equipment is prohibited within the Easement Property.

e. No flags will be allowed in the corridor, and no signs, lighting masts or other similar structures located within the corridor shall exceed 12 feet in height. The height of any signage shall be determined by its location in the Easement Property but in no circumstance shall it exceed 12 feet in height, unless otherwise approved in writing by Grantor. This in no way indicates that an approval for a variance will be granted.

f. Landscaping. Trees and other vegetation shall not exceed 12 feet in height, obstruct access to structures, or be planted within 50 feet from any structure of conductors. Trees and landscaping which violate this Easement may be removed by Grantor at any time.

g. Buried cables, pipes and conduits shall have a minimum of 3 foot coverage. Construction and maintenance of the cables, pipes and conduits shall comply with national, state, local and Grantor clearance standards. The location of cables, pipes and conduits shall be marked with permanent signs where they enter and leave Grantor's Land.

h. Permanent piling of soil shall not be allowed and temporary piling of soils shall not result a clearance of less than 35 feet to the conductor.

i. Grantor may be required to drive through the Easement Property to repair or work on line(s). Readily available access routes must be maintained to allow access for Grantor's vehicles and equipment from at least (2) directions to each power pole located within the Easement Property. Grantor shall not be liable for the cost of repairing any damage to any Improvements that occurs while maintaining or repairing its facilities.

j. Grantor's maintenance and future construction of additional power lines and other facilities require the use and operation of equipment weighing 20,000 pounds per axle (including wire pullers and similar equipment weighing in excess of 100,000 pounds and cranes weighing 130,000 pounds) within the Easement Property. Grantee agrees to bury all utilities to a depth that warrants and represents to Grantor that such depth is sufficient to protect the utilities from Grantor's use of equipment with weights identified above.

3. Maintenance. At all times, Grantee shall maintain the Improvements and the Easement Property in a safe and attractive condition and in compliance with all applicable governmental requirements. Without limiting the generality of the preceding, the Improvements constructed by Grantee shall meet or exceed all applicable requirements and specifications of all governmental agencies having jurisdiction of matters relating to the Improvements. All costs of maintenance and similar activities required by this paragraph and by the following paragraph shall be borne solely by Grantee.

4. Restoration of Easement Property. Upon completion of the auto dealership or any other activities that disturb the surface of the Easement Property or Grantor's Land, Grantee shall promptly restore such land to the condition it was in immediately prior to such disturbance or as otherwise reasonably required by Grantor.

5. Conduct of Grantee. At all times, all actions of Grantee on or about the Easement Property or in connection with the Easement Property and all activities of Grantee contemplated by this Easement shall be taken in full and strict compliance with all governmental laws and requirements. Grantee shall be responsible for compliance with all applicable federal, state, and local requirements for the construction, operation, use, and maintenance of the Improvements, including compliance with all applicable federal, state, and local water quality requirements and permitting.

6. Indemnification. Grantee shall use the Easement Property at its own risk and agrees to indemnify, defend, and hold harmless Grantor from and against any and all losses, claims, actions, liabilities, penalties, fines, or expenses, of whatsoever nature, including without limitation, reasonable attorney's fees and costs on account of mechanic's lien claims, injury to persons, the death of any person or damage to property ("Claims") arising from Grantee's use of the Easement Property or Grantee's Land, or from the discharge of storm water onto the Easement Property, Grantor's Land or other

lands and from any activities contemplated by this Easement, in each case undertaken by Grantee or any other person claiming by, through, or under Grantee, except to the extent any such Claim results from the gross negligence or willful act of Grantor.

7. Mechanics' Liens. Grantee shall, at all times, keep the Easement Property and Grantor's Land free from mechanics' lien claims or similar liens arising on account of any act by or on behalf of Grantee. Prior to commencing or contracting for any work to be performed on or about Grantor's Land or the Easement Property, Grantee shall provide written notice to all contractors and material suppliers with respect to such work that any mechanics' lien claim on account of the provision of such work or materials shall attach only to Grantee's interest in the Easement Property under this Easement and shall not, in any event, attach to any interest of Grantor in the Easement Property or Grantor's Land. In the event any mechanics' lien is recorded with respect to the Easement Property or Grantor's Land on account of any activity of Grantee or any use of the Easement Property or Grantor's Land by or on behalf of Grantee, Grantee shall, within thirty (30) days of notice by Grantor (or, if earlier, within 30 days of a complaint being filed to enforce such mechanics' lien), cause such mechanics' lien to be removed by posting a bond with the district court as permitted by statute.

8. Grantor's Reserved Rights. Grantor reserves the right to grant further easement interests in the Easement Property to others so long as such interest and uses do not materially or unreasonably interfere with the use of the Easement Property by Grantee in accordance with the terms set forth in this Easement. Grantor further reserves the right to use the Easement Property for its own purposes, including the development and improvement of the Easement Property and Grantor's Land, provided that such use or uses do not materially conflict with Grantee's reasonable use of the Easement.

9. Subject to Existing Rights. This Easement is granted subject to all easements and encumbrances of record as of the date hereof. Grantee has notice that there may be existing easements upon the Easement Property and Grantor's Land, including but not limited to water lines, communications lines and power lines. Grantee is aware that power lines are energized at all times and Grantee must conduct all activity on Grantor's Land in strict compliance with all applicable laws, codes, rules, regulations, and standards regarding activity around high voltage facilities.

10. Inurement. The benefits and burdens of this Easement shall inure to the benefit of and be binding upon the parties and their respective heirs, successors, and assigns. The rights and obligations set forth in this Easement are intended to run with the land.

11. Taxes. Grantee shall pay all taxes and assessments of any kind, which shall be levied against the Easement Property by reason of Grantee's use or occupancy thereof.

12. Attorneys' Fees. In the event of any litigation, arbitration, or other proceeding brought to enforce or interpret this Easement, the prevailing party shall be entitled to receive an award of its reasonable attorneys' fees and costs.

13. Paragraph headings. Paragraph headings are included for reference purposes only and do not constitute part of this Easement.

14. Governing Law. This Easement shall be governed and construed under the laws of the State of Utah without regard to conflicts of law provisions.

15. Severability. Whenever possible, each provision of this Easement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Easement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Easement.

16. Notices. All notices, demands, or communications to any party under this Easement shall be in writing (including facsimile transmission); shall be sent only by facsimile (with confirmation by United States Mail), by nationally recognized courier service, or by personal delivery; and shall be given:

If to Grantor:

PacifiCorp
Real Estate Services
1407 West North Temple
Salt Lake City, Utah 84116

With a copy to:

R. Jeff Richards
General Counsel
201 South Main, Suite 2200
Salt Lake City, Utah 84111

If to Grantee:

Miller Family Real Estate, L.L.C.
Attn: Mr. Lawrence H. Miller
9350 So. 150 East, Suite 1000
Sandy, UT 84070

With a copy to:

Miller Family Real Estate, L.L.C.
9350 So. 150 East, Suite 1000
Sandy, UT 84070
Attn: General Counsel

All such notices, demands, requests, or other communications shall be deemed received on the date of receipt by the recipient if received prior to 5:00 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such

notice, demand, request, or other communication shall be deemed not to have been received until the next succeeding business day in the place of receipt. Addresses for notice may be changed from time to time by notice to the other party.

17. Waiver. Waiver by either party of any one default will not be deemed to be a waiver of any other default under this Easement. Any remedy or election under this Easement will not be deemed exclusive, but, instead, whenever legally permissible, will be cumulative with all other remedies at law or in equity.

18. Construction. The rule of strict construction does not apply to this Easement. This Easement shall be given a reasonable construction so that the intention of the parties can be carried out.


19. Exhibits. The parties acknowledge and agree that each of the Exhibits attached to this Easement form an integral part of this Easement and by this reference are incorporated herein as if set forth in full verbatim.

20. Authorization. Each individual executing this Easement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he or she signs to execute and deliver this Easement in the capacity and for the entity set forth where he or she signs and that as a result of his or her signature, this Easement shall be binding upon the party for which he or she signs.

IN WITNESS WHEREOF, this Easement shall be dated and effective on date and year first above written.

Grantor:

PacifiCorp, an Oregon corporation

By: 

Its: Managing Director

Dated: 5/29/2007

Grantee:

Miller Family Real Estate, L.L.C., a Utah limited liability company

By: 
Lawrence H. Miller

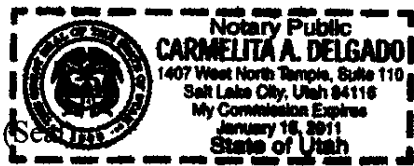
Its: Manager/Member

Dated: 6-1-07

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me by
Douglas N. Bennion, who is a Managing Director of PacifiCorp,
this 29th day of May, 2007



Carmelita A. Delgado
Notary Public

My commission expires:

1-18-2011

Residing at

Salt Lake City

ACKNOWLEDGMENT

STATE OF UTAH)
COUNTY OF Salt Lake) ss.

The foregoing instrument was acknowledged before me by Lawrence H. Miller,
who is Manager of Miller Family Real Estate, L.L.C., this 1st day of June, 2007

Marilyn N. Smith
Notary Public

(Seal)

My commission expires:

Residing at



EXHIBIT "A"
(Easement Property/Grantor's Land)

A parcel of land situate in the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 24, Township 3 South, Range 1 West, Salt Lake Base & Meridian; and more particularly described as follows:

Beginning on the North boundary line of Grantor's land at a point 672.9 feet East along the quarter section line from the Northwest corner of the Southeast one quarter of Section 24, Township 3 South, Range 1 West, Salt Lake Meridian, said point being 1983.26 feet west along the quarter section line from the East one quarter corner of said Section 24 and running thence South $0^{\circ}10'02''$ East 738.03 feet and South $9^{\circ}21'26''$ East 422.60 feet to the South boundary line of said land, thence East 186.48 feet along said boundary line; thence North $9^{\circ}21'26''$ West 438.13 feet and North $0^{\circ}10'02''$ West 722.70 feet to said North boundary line, thence West 184.0 feet along said North boundary line to the point of beginning, containing 3.97 acres, more or less, UTSL-0527

27-24-402-001

EXHIBIT "B"
(Grantee's Land)

A.P.N.: 27-24-402-002-0000

BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, CITY OF DRAPER, SALT LAKE COUNTY, UTAH AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE SOUTH 89°46'13" EAST, ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 24, 856.97 FEET; THENCE DEPARTING SAID LINE SOUTH 00°03'45" WEST, 81.66 FEET TO THE POINT OF BEGINNING, SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE KNOWN AS UDOT PROJECT NO. SP. 15-7(156)293; THENCE ALONG THE SOUTHERLY AND WESTERLY LINES OF SAID PROJECT THE FOLLOWING SEVEN (7) COURSES: SOUTH 88°34'20" EAST, 165.75 FEET, NORTH 89°22'49" EAST, 290.66 FEET, SOUTH 43°10'46" EAST, 95.14 FEET, SOUTH 13°30'34" EAST, 1050.76 FEET TO A POINT, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 64.80 FEET, A RADIAL LINE BEARS AT SAID POINT (SOUTH 17°52'08" EAST), SOUTHERLY ALONG THE ARC OF SAID CURVE 174.77 FEET THROUGH A CENTRAL ANGLE OF 154°31'50" TO A POINT OF REVERSE CURVATURE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 20.51 FEET, A RADIAL LINE BEARS AT SAID POINT (SOUTH 07°37'58" WEST), SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 24.93 FEET THROUGH A CENTRAL ANGLE OF 69°37'00", SOUTH 12°44'18" EAST, 13.76 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE DEPARTING SAID RIGHT-OF-WAY LINE NORTH 89°39'23" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24, 336.25 FEET TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24; THENCE NORTH 00°23'26" EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24, 165.00 FEET; THENCE DEPARTING SAID WEST LINE NORTH 89°39'23" WEST, 393.96 FEET TO THE EASTERLY LINE OF THE UTAH POWER AND LIGHT CORRIDOR RECORDED AS INSTRUMENT NO. 2722202, BOOK 3905, PAGE 165-166 ON FILE IN THE SALT LAKE RECORDER'S OFFICE; THENCE NORTH 09°07'39" WEST, ALONG SAID EASTERLY LINE, 442.37 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE NORTH 00°03'45" EAST, 641.04 FEET TO THE POINT OF BEGINNING.

ALSO, LESS AND EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE JORDAN AND SALT LAKE CITY CANAL, AS DESCRIBED IN THAT CERTAIN INSTRUMENT RECORDED MARCH 11, 1882, IN BOOK "S", AT PAGE 745-6 OF OFFICIAL RECORDS.

TOGETHER WITH A PERPETUAL EASEMENT AND RIGHT OF WAY FOR THE INSTALLATION, CONSTRUCTION, OPERATION, MAINTENANCE AND REPAIR OF A FUTURE ROADWAY BEING 65 FEET IN WIDTH AND 186 FEET LONG AT A LOCATION TO BE AGREED UPON BY PACIFICORP, SAID EASEMENT BEING RECORDED SEPTEMBER 1, 2005, AS ENTRY NO. 9479305, IN BOOK, 9183, AT PAGE 105 OF OFFICIAL RECORDS.

EXHIBIT "C"
(Site Plan)

TO BE PROVIDED