

Return to:
 Rocky Mountain Power
 Debbie Mounteer
 1407 West North Temple, Suite #110
 Salt Lake City, UT 84116

WO#: 10033424.5
 RW#: 20030188.DM

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 03/04/2009 01:28 PM \$22.00
 Book - 9693 Pg - 7585-7590
GARY W. OTT
 RECORDER, SALT LAKE COUNTY, UTAH
 ROCKY MOUNTAIN POWER
 ATTN: LISA LOUDER
 1407 W NORTH TEMPLE STE 110
 SLC UT 84116-3171
 BY: SAM, DEPUTY - WI 6 P.

UTILITY RIGHT OF WAY EASEMENT

For value received, Camarlot Investments, LLC ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, its successors and assigns, ("Grantee"), a non-exclusive easement for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power lines, transmission, distribution lines and communication lines and all reasonably necessary or desirable accessories and appurtenances thereto, including, wires, fibers, cables and other conductors and conduits (collectively the "Easement"); this Easement shall also include the right to install supporting towers, poles and props but the installation of such improvements shall remain subject to the express limitations and approval rights reserved to the Grantor provided herein. This Easement is to be on and over a portion of the property (the "Easement Area") owned by the Grantor (the "Grantor's Property") which is located in Salt Lake County, State of Utah. The Grantor's Property is more particularly described on Exhibit "A" attached hereto which by this reference is incorporated herein. The Easement Area is more particularly described on Exhibit "B" attached hereto and is depicted on the Site Plan attached hereto as Exhibit "C," both of which are incorporated herein by this reference.

Grantor also hereby grants to Grantee a reasonable right of access to the Easement Area across the driveways and walkways constructed on the Grantor's Property from time to time. Grantee shall be required to conduct all its activities on the Grantor's Property, including within the Easement Area, in accordance with all applicable laws, ordinances, and safety standards and in such a manner as to minimize interference with the activities of Grantor, its tenants and occupants of the Grantor's Property. Except for the rights reserved to Grantor herein to utilize portions of the Easement Area for the Grantor's purposes, Grantor grants to Grantee the present and future right (without additional payment to Grantor) to keep the Easement Area clear of all brush, trees, timbers and other hazards which materially endanger Grantee's facilities or materially impede the Grantee's activities all of which activities shall be conducted at the Grantee's sole cost and expense. Furthermore, as additional consideration for the easement rights granted hereunder, Grantee hereby agrees by accepting the grant of Easement rights hereunder and entering upon the Grantor's Property that it shall fully indemnify and hold Grantor harmless from and against any claims, liens, or other damages of any kind whatsoever related to the activities of Grantee, Grantee's employees or agents on the Grantor's Property or which may

be caused by the existence and operation of the Grantee's facilities located within the Easement Area.

Prior to the time of this conveyance, Grantor installed and currently maintains a building, a portion of which is located within the Easement Area. The location of the portion of Grantor's building within the Easement Area (the "Building Exception Area") is an irregular shaped area of approximately 3 feet on its South side, 4 feet on its North side, and 41 feet on its East and West sides approximately as shown on the Site Plan attached hereto as Exhibit "C." Grantee hereby acknowledges that the existence of the building improvements in the Building Exception Area **shall not constitute an encroachment on the Grantee's Easement rights hereunder** and that Grantor shall have the right to repair or replace said building improvements, or build a new building with no greater height or intrusion into the Easement Area than exists with the present building. However, if Grantor wishes to increase the footprint of the building within the Easement Area or increase the height of the building within the Building Exception Area to a height in excess of its current height of approximately twenty-three feet, six inches (23'6") from ground level, Grantor shall first seek the approval of Grantee, which approval shall not be unreasonably withheld, conditioned or delayed and shall be granted provided that Grantee's safety clearance standards and all National Electric Safety Code and OSHA clearance standards are met with respect to the building (including during all periods of construction).


If any supporting towers, poles or props are to be placed or replaced inside the Easement Area by the Grantee and such ground level improvements would be located more than 6 feet East of the West boundary line of the Easement Area, the placement of such improvements are further subject to Grantee first obtaining the written approval of the proposed locations of such improvements from Grantor, such approvals not to be unreasonably withheld, conditioned or delayed. By way of further limitation, Grantee shall not be permitted under any circumstances to place supporting towers, poles, props or guy wires or any other ground level improvements in any location which would interfere with Grantor's use of the portions of the Easement Area which are improved as walkways or patios, which are otherwise improved for the parking or access of vehicles from time to time or which are within the Building Exception Area.

Except as it otherwise expressly provided herein, at no time shall Grantor place, nor shall it grant the right to any other party to place, any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, or place or store any flammable materials (except for agricultural crops and flammable liquids which are contained inside vehicles in compliance with applicable laws), on or within the boundaries of the Easement Area. Subject to the foregoing limitations, the surface of the Easement Area may be used by Grantor for landscaping, agricultural purposes and other purposes which do not unreasonably interfere with the express purposes for which the Easement listed above has been granted.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns and shall run with the land.

DATED this 2nd day of March, 2009.

CAMARLOT INVESTMENTS, LLC,
a Utah limited liability company

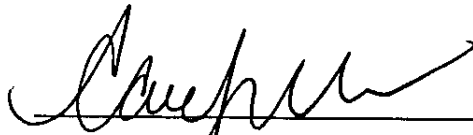

Rick J. Klein

Its: Owner/Manager

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF UTAH)
COUNTY OF Salt Lake City)

On the 2nd day of March, 2009, before me personally appeared RICK J. KLEIN, being by me personally known, and did acknowledge to me that he did execute the foregoing instrument in his capacity as Owner/Manager of Camarlot Investments, LLC.


(Signature of Notarial Officer)

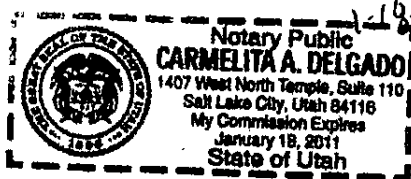


EXHIBIT "B"

LEGAL DESCRIPTION OF EASEMENT AREA

A parcel of land being a part of the tracts of land described on Exhibit "A" attached hereto. The boundaries of said parcel are described as follows, to wit:

Beginning at the Northwest Corner of Lot 9, Block 8, Fremont Heights, a subdivision of Lots 4 and 5, Block One, Blocks 2 and 3 and part of Block 4, Block 4, Plat "F", Salt Lake City Survey and running thence S.89°55'52"E 6.02 feet; thence S.01°26'10"W 77.77 feet; thence WEST 4.07 feet; thence NORTH 77.76 feet to the point of beginning.

The above-described part of an entire tract contains 392 square feet or 0.009 acre.

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

THE FOLLOWING PARCELS OF PROPERTY LOCATED IN SALT LAKE COUNTY, STATE OF UTAH:

PARCEL 1

COMMENCING AT THE NORTHWEST CORNER OF LOT 9, BLOCK 8, FREMONT HEIGHTS (A SUBDIVISION OF LOTS 4 AND 5, BLOCK ONE (1), BLOCKS 2 AND 3, AND PART OF BLOCK 4, PLAT "F", SALT LAKE CITY SURVEY) AND RUNNING THENCE: EAST 43.1 FEET; THENCE SOUTH 149.2 FEET, THENCE WEST 4.5 FEET, THENCE NORTHWESTERLY TO THE POINT OF BEGINNING.

AND

PARCEL 2

COMMENCING AT A POINT NORTH 14°17'47" WEST 0.83 FEET FROM THE NORTHWEST CORNER OF LOT 9, BLOCK 8, FREMONT HEIGHTS (A SUBDIVISION OF LOTS 4 AND 5, BLOCK ONE (1), BLOCKS 2 AND 3, AND PART OF BLOCK 4, PLAT "F," SALT LAKE CITY SURVEY) AND RUNNING THENCE: SOUTH 47°17'47" EAST 81.07 FEET; THENCE WEST 20.54 FEET; THENCE NORTH 78.58 FEET; THENCE EAST 0.5 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH

PARCEL 3

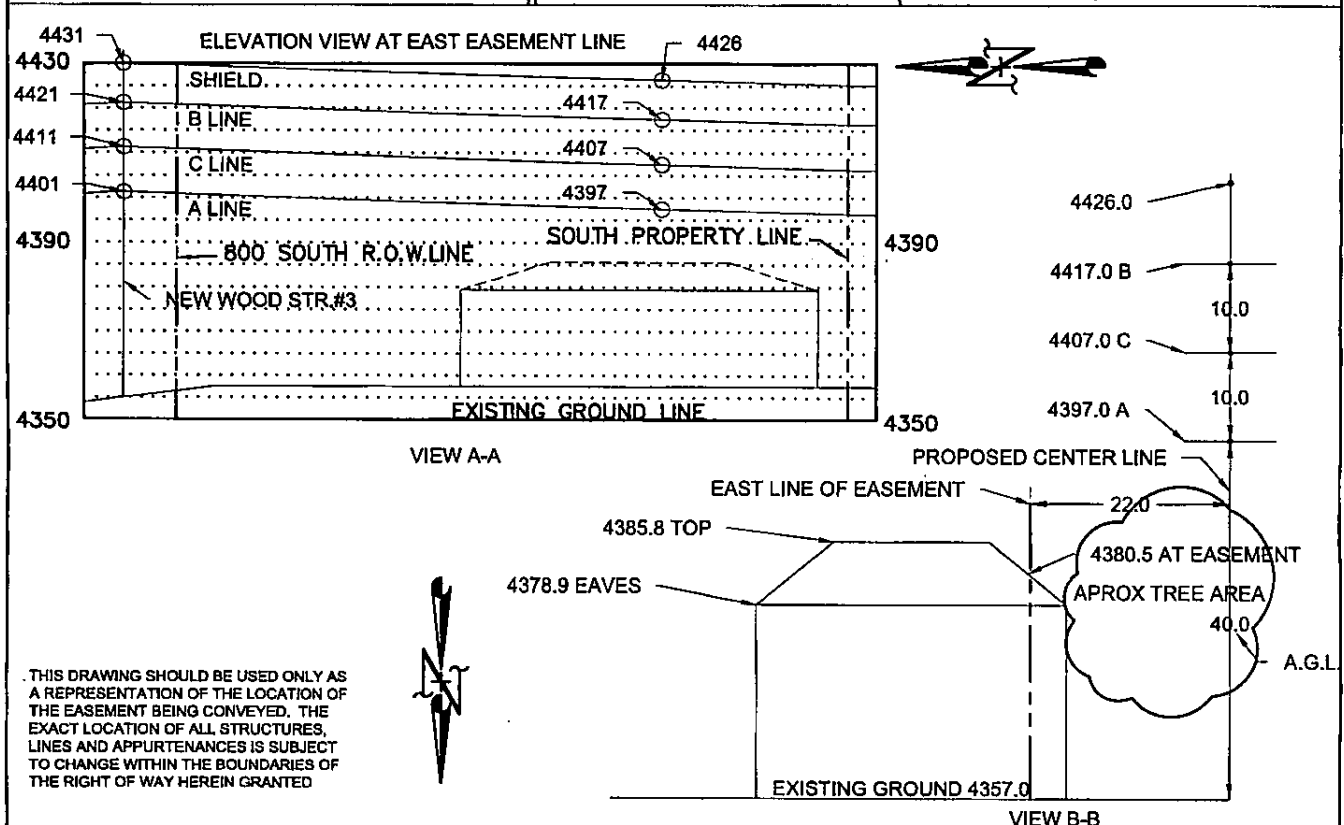
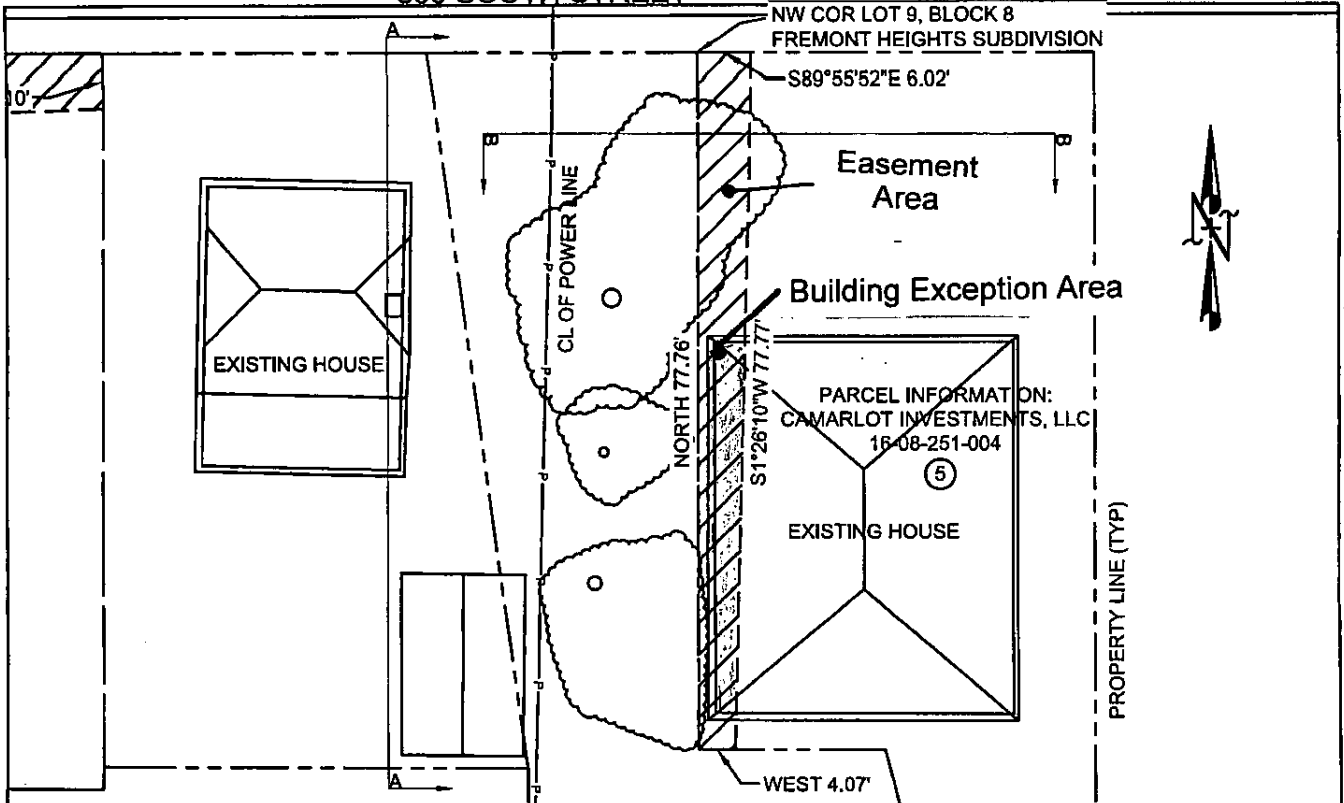
ONE-HALF OF THE VACATED ALLEY ON THE SOUTH OF PARCELS 1 AND 2 ABOVE, AS CREATED IN THAT CERTAIN ORDINANCE RECORDED NOVEMBER 25, 1969, AS ENTRY NO. 2311739, BOOK 2809, PAGE 190 OF THE OFFICIAL RECORDS IN THE SALT LAKE COUNTY, UTAH RECORDER'S OFFICE.

For informational purposes only:

Parcel Address: 1018 East 800 South

Parcel No. 16-08-251-004

800 SOUTH STREET



THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHT OF WAY HEREIN GRANTED

REV 0	DATE: 2/17/09	DESC. MCCLELLAND - EMIGRATION	BY CHAD	CHK KT	APP KT
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TEC ELECTRICAL CONSULTANTS, INC.
SALT LAKE CITY, UTAH

1410 South 600 West Woods Cross, UT 84087 (801) 252-8254

EXHIBIT "C"
SITE PLAN

ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

SCALE 1"=20'