



W2365646

Return to: Rocky Mountain Power
Lisa Louder
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

E# 2365646 PG 1 OF 6
ERNEST D ROWLEY, WEBER COUNTY RECORDER
18-SEP-08 242 PM FEE \$20.00 DEP SPY
REC FOR: ROCKY MT. POWER

WO#: 10033267
RW#: 20070184SM

RIGHT OF WAY GRANT

Canterbury Crossing Investments, LLC, whose address is 900 Gramercy Avenue, Ogden, Utah (“Grantor”) hereby conveys and warrants to PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power, whose address is 1407 West North Temple, Salt Lake City, Utah 84116 (“Grantee”) a perpetual easement and right of way (“Easement”) over and across “Grantor’s Land”, as shown on attached Exhibit A, situated in Weber County, Utah (the “Grantor’s Land”) **Tax Parcel #08-034-0031**:

The legal description of the “Easement Area” is attached hereto as Exhibit “B” and by reference made a part of this easement grant.

1. **Easement Grant.** This Easement is granted for value received , the receipt and sufficiency of which is hereby acknowledged. Pursuant to this Easement, Grantee shall have the right to construct, reconstruct, operate, maintain, relocate, enlarge, alter, and remove electric power lines, communication lines and related equipment, including supporting towers and poles, guy anchors, props, conductors, wires, cables and other lines, all other necessary or desirable equipment, accessories and appurtenances thereto on, over, or under the Easement Area.

2. **Access.** Grantee shall have a right of access within and along the described Easement Area together with the right of access to the Easement Area over and across Grantor’s Land in such locations as may be reasonably necessary or convenient to carry out the purposes for which this Easement is granted, as more particularly shown on Exhibit(s) A & B. [Grantor may not fence the Easement Area or preclude access in a manner that will impair travel by person, vehicles, or equipment, except as otherwise agreed to in writing by Grantee.] The foregoing right of access is intended to run with and encumber Grantor’s Land unless expressly released in writing by Grantee.

3. **Use.** Grantor may use the Easement Area for any purpose that is not inconsistent with the purposes for which this Easement is granted, provided that, Grantor expressly agrees that within the Easement Area, Grantor will not: a) construct any building or structure of any kind or nature; b) excavate closer than fifteen (15) feet

from any pole or structure; c) place or use anything, including equipment or vehicles that exceeds twelve (12) feet in height; d) increase the existing ground elevation; e) light any fires or store flammable or hazardous materials; or f) otherwise use the Easement Area in any manner that violates the National Electric Safety Code or Grantee's safety clearance standards, as may be amended from time to time.

4. Vegetation Management. Grantor may not plant any species of trees or other vegetation within the Easement Area that will grow to a height greater than twelve (12) feet or outside of the Easement Area that will grow within twenty five (25) feet of the transmission line conductor. Grantee shall have the right to prune or remove any and all vegetation in violation of the foregoing or, in its reasonable opinion, which interferes with or is causing or may cause a threat of harm to its facilities or improvements.

5. Miscellaneous Provisions.


5.1 Authority. The individual executing this Easement does thereby represent and warrant to Grantor that he or she has been duly authorized to sign this Easement in the capacity and for the entities set forth where he or she signs.

5.2 Amendments. This Easement may be amended only by recording, in the office of the county recorder, an instrument in writing reciting the terms of the amendment and bearing the signatures of all parties hereto, or their heirs, successor, and assigns.

5.3 No Waiver. The failure to enforce or perform any provision set forth in this Easement shall not be deemed to be a waiver of any such right.

5.4 Successors and Assigns. All rights and obligations contained herein or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.

DATE this 18th day of September, 2008.


John J. Thomas


REPRESENTATIVE ACKNOWLEDGMENT

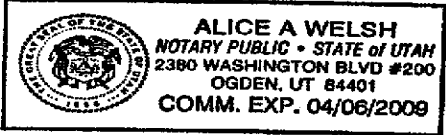
STATE OF UTAH)

ss.

County of ~~Salt Lake~~ Weber

This instrument was acknowledged before me on this 18th day of September, 2008, by John J. Thomas, as Manager of Canterbury Crossing Investments, LLC.


Notary Public
My commission expires: 4/16/2009





Description from First American Title Insurance Co. Title Report Order # NCS-292780-SLC

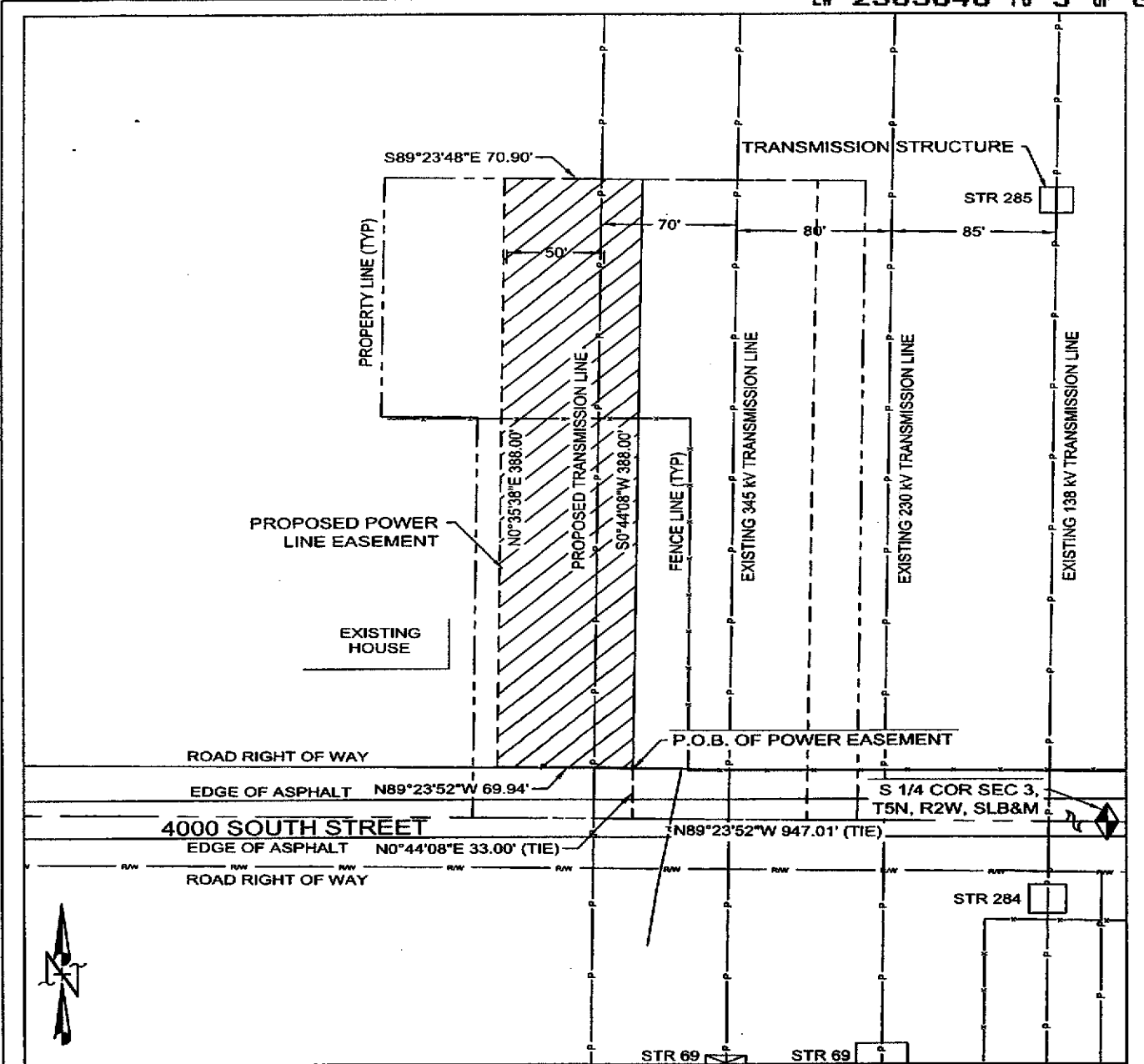
ENTRY# 2101432, PAGE 2 OF 2

Part of the Southwest Quarter of Section 3, Township 5 North, Range 2 West, Salt Lake Base and Meridian, U.S. Survey:

Beginning at a point in the centerline of 4000 South Street 3468.5 feet West of the Southeast corner of Section 3, Thence West 198 feet; thence North 264 feet; thence West 49.5 feet; thence North 157 feet; thence East 247.5 feet; thence South 421 feet to the point of beginning.



REV	1	DATE:	6/12/07	DESC.	RMP-018 CANTERBURY CROSSING	BY	SAM	CHK	SB	APP	KT
 ELECTRICAL CONSULTANTS, INC. SALT LAKE CITY, UTAH <small>1410 South 800 West Woods Cross, UT 84087 (801) 232-0954</small>		EXHIBIT "A" PARENT TRACT CANTERBURY CROSSING INVESTMENTS, LLC PROPERTY SECTION 13, T.5.N., R.2.W. SALT LAKE BASE & MERIDIAN				 ROCKY MOUNTAIN POWER <small>A DIVISION OF PACIFICORP</small>		SCALE		NONE	



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	2	DATE:	7/5/07	DESC.	RMP-018 CANTERBURY CROSSING	BY	SAM	CHK	SB	APP	KT
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ELECTRICAL CONSULTANTS, INC.
SALT LAKE CITY, UTAH

1410 South 600 West Woods Cross, UT 84087 (801) 292-9054

EXHIBIT "B"
SHEET 1 OF 2
THROUGH CANTERBURY CROSSING
INVESTMENTS, LLC PROPERTY
SECTION 13, T.5.N., R.2.W.
SALT LAKE BASE & MERIDIAN



ROCKY MOUNTAIN POWER
A DIVISION OF PACIFICORP

SCALE 1"=80'

PARCEL# 08-034-0031 ✓
 FILE #10.1
 CANTERBURY CROSSING INVESTMENTS, LLC

An easement across land situate in the Southwest Quarter of Section 3, Township 5 North, Range 2 West, Salt Lake Base and Meridian, Weber County, Utah. The boundaries of said easement are described as follows, to wit:

Beginning at a point on the north right of way line of 4000 South Street, said point being on the west line of an easement in favor of Utah Power and Light as recorded in Book 1468 at Page 422 of the Official Records of the Weber County recorder and being 3584.25 feet N.89°24'46"W along the section line and 33.00 feet N.00°44'08"E from the Southeast Corner of said Section 3 and running thence N.89°23'52"W 69.94 feet along said north right of way line; thence N.00°35'38"E 388.00 feet to the north line of the Grantor's land; thence S.89°23'48"E 70.90 feet along said north line to said west line of an easement; thence S.00°44'08"W 388.00 feet along said west line to the point of beginning. The above-described easement contains 27,322 square feet or 0.627 acre.

REV	2	DATE:	10/23/07	DESC.	RMP-018 CANTERBURY CROSSING	BY	SAM	CHK	SB	APP	KT
 ELECTRICAL CONSULTANTS, INC. SALT LAKE CITY, UTAH <small>1418 South 600 West Woods Cross, UT 84087 (801) 232-9954</small>		EXHIBIT "B" SHEET 2 OF 2 THROUGH CANTERBURY CROSSING INVESTMENTS, LLC PROPERTY SECTION 13, T.5.N., R.2.W. SALT LAKE BASE & MERIDIAN				 ROCKY MOUNTAIN POWER <small>A DIVISION OF PACIFICORP</small>		SCALE		NONE	