



Pacific Power | Utah Power
Rocky Mountain Power
825 NE Multnomah
Portland, Oregon 97232

May 22, 2009

***VIA ELECTRONIC FILING
AND OVERNIGHT DELIVERY***

Oregon Public Utility Commission
550 Capitol Street NE, Ste 215
Salem, OR 97301-2551

Attention: Filing Center

**RE: Docket UP-_____
Application of PacifiCorp Requesting Approval of the Sale of the E-Center
Easements**

Enclosed for filing by PacifiCorp dba, Pacific Power ("PacifiCorp") is PacifiCorp's Application Requesting Approval of the Sale of the E-Center Easements. An original and one copy will be provided via overnight delivery. PacifiCorp is filing this Application based on the recommendation of Commission Staff in its Audit No. 2008-002 ("Audit Report").

PacifiCorp respectfully requests that all formal correspondence and data requests regarding this matter be addressed to:

By E-mail (preferred): datarequest@pacificorp.com.

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah, Suite 2000
Portland, OR 97232

Please direct informal questions with respect to this filing to Joelle Steward at 503-813-5542.

Very truly yours,

Andrea L. Kelly
Vice President, Regulation

Enclosures

**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

UP _____

In the Matter of the Application of
PACIFICORP Requesting Approval of the
Provision of Easements over a
Transmission Corridor in West Valley
City, Utah

APPLICATION OF PACIFICORP AND
WAIVER OF PAPER SERVICE

1 Pursuant to ORS 757.480(1)(a) and OAR 860-027-0025, PacifiCorp, d.b.a.
2 Pacific Power (“Company”), seeks approval from the Public Utility Commission of
3 Oregon (“Commission”) for the provision of two easements over the Company’s
4 Terminal – Ninety South 345 kV and Terminal – Midvale 138 kV transmission corridor
5 in West Valley City, Utah. Additionally, pursuant to OAR 860-013-0070(4), the
6 Company respectfully waives paper service in this docket.

7 **I. Background**

8 The Company owns property associated with its Terminal – Ninety South 345 kV
9 and Terminal – Midvale 138 kV transmission corridor (“Terminal Corridor”) located in
10 West Valley City, Utah. The Terminal Corridor is located to the north of and adjacent to
11 the E-Center Retail Development project. West Valley City conditioned the approval of
12 the E-Center Retail Development project on the developers obtaining two easements over
13 three parcels from the Company, one for an access road and one for parking access.
14 These easements will be referred to throughout this Application as the “E-Center
15 Easements.” Attachment A is a copy of the easement for the access road. Attachment B
16 is a copy of the easement for the parking access. Also included with this Application as

1 Attachment C is an aerial exhibit depicting the location of the transmission corridor
2 property and the location of the E-Center Easements.

3 The sale of the easements was completed on January 30, 2008. ORS
4 757.480(1)(a) requires Commission approval of the sale, lease, assignment or other
5 disposition of utility property necessary or useful in performing of a utility's duties to the
6 public with a value in excess of \$100,000. The Company had not previously filed an
7 application for the sale because until recently it had interpreted this threshold to be based
8 on "net book value" of the property on an Oregon-allocated basis. The Company files
9 this Application for approval of the E-Center Easements in response to the Commission
10 Staff's recommendation in Audit Report No. 2008-002, dated March 11, 2009.

11 The Company received \$387,935.46 total compensation. The Company's gain on
12 the sale after taking into account closing costs and book value was \$373,907.19.
13 Oregon's allocated share of \$104,861.52 will be passed through to customers in Schedule
14 96, the property sales balancing account adjustment.

15 **II. Compliance with OAR 860-027-0025(1) Filing Requirements**

16 **A. Exact Name and Address of Principal Business Office**

17 The Company's exact name and address of its principal business office are:

18 PacifiCorp
19 825 NE Multnomah Street
20 Portland, OR 97232

21 **B. State in which incorporated; date of incorporation; other states in**
22 **which authorized to transact utility business**

23 PacifiCorp is a corporation organized and existing under and by the laws of the
24 State of Oregon. PacifiCorp's date of incorporation is August 11, 1987. PacifiCorp is

1 authorized to provide retail electric service in Oregon, California, Washington, Idaho,
2 Wyoming and Utah.

3 **C. Communications and notices**

4 All notices and communications with respect to this Application should be
5 addressed to:

PacifiCorp Oregon Dockets
825 NE Multnomah, Ste 2000
Portland, OR 97232
OregonDockets@pacificorp.com

Michelle Mishoe
Legal Counsel
PacifiCorp
825 NE Multnomah, Ste 1800
Portland, OR 97232
Telephone: 503.813.5977
Facsimile: 503.813.7252
Email: michelle.mishoe@pacificorp.com

6 In addition, PacifiCorp respectfully requests that all data requests regarding this
7 matter be addressed to:

8 By e-mail (**preferred**) datarequest@pacificorp.com

9 By regular mail Data Request Response Center
10 PacifiCorp
11 825 NE Multnomah, Suite 2000
12 Portland, OR 97232

13 Informal inquires may also be directed to Joelle Steward, Regulatory Manager, at
14 (503) 813-5542.

15 **D. Principal officers**

<u>Name</u>	<u>Title</u>
Gregory E. Abel	Chairman of Board & Chief Executive Officer
A. Robert Lasich	President, PacifiCorp Energy
A. Richard Walje	President, Rocky Mountain Power
R. Patrick Reiten	President, Pacific Power
Mark C. Moench	Senior Vice President & General Counsel, PacifiCorp, Rocky Mountain Power

Douglas K. Stuver	Senior Vice President & Chief Financial Officer
Bruce N. Williams	Vice President, Treasurer
Natalie L. Hocken	Vice President & General Counsel

1 **E. Description of business; designation of territories served**

2 The Company engages in the generation, purchase, transmission, distribution and
3 sale of electric energy in Benton, Clackamas, Clatsop, Coos, Crook, Deschutes, Douglas,
4 Gilliam, Hood River, Jackson, Jefferson, Josephine, Klamath, Lake, Lane, Lincoln, Linn,
5 Marion, Morrow, Multnomah, Polk, Sherman, Tillamook, Umatilla, Wallowa, Wasco,
6 and Washington Counties in Oregon. PacifiCorp also engages in the generation,
7 purchase, transmission, distribution and sale of electric energy in the states of
8 Washington, California, Idaho, Wyoming and Utah.

9 **F. Statement showing for each class and series of capital stock: brief
10 description; amount authorized; amount outstanding; amount held as
11 required securities; amount pledged; amount owned by affiliated
12 interests; amount held in any fund**

13 Not applicable. See request for waiver in Section IV below.

14 **G. Statement showing for each class and series of long-term debt and
15 notes: brief description of amount authorized; amount outstanding;
16 amount held as required securities; amount pledged; amount held by
17 affiliated interests; amount in sinking and other funds**

18 Not applicable. See request for waiver in Section IV below.

19 **H. Purpose of application; description of consideration and method of
20 arriving at amount thereof**

21 The Company seeks approval of the granting of two easements, one for parking
22 access and one for an access road, across the Company’s transmission corridor to the
23 developers of the E-Center Retail Development project. The Company relied upon the

1 opinion of a commercial real estate broker located in Salt Lake City, Utah for
2 determining the market value of the underlying property. A copy of the broker's
3 assessment is included with this Application as Attachment D. The broker valued the land
4 at \$9.90 per square foot, or \$431,244 per acre. The Company targeted 70 percent as the
5 factor for the easement transaction involving a roadway and 50 percent as the factor for
6 the easement transaction involving the parking areas. The Company calculated the
7 easement price for the proposed access road to be \$330,366.96 (47,672 square feet x
8 \$9.90 per square foot x 0.7 = \$330,366.96). The Company calculated the easement price
9 for the parking area to be \$57,568.50 (11,630 square feet x \$9.90 per square foot x 0.5 =
10 \$57,568.50). Together, the total price was \$387,935.46.

11 **I. Statement of facilities to be disposed of; description of present use and**
12 **proposed use; inclusion of all operating facilities of parties to the**
13 **transaction**

14 The Company maintains ownership of the property over which the E-Center
15 Easements have been granted. Additionally, the Company will continue to own and
16 operate its facilities located in the Terminal Corridor. The location of the access road and
17 parking access will not unduly restrict the Company's access to transmission lines and
18 will not conflict with the Terminal Corridor's primary use.

19 **J. Statement by primary account of cost of the facilities and applicable**
20 **depreciation reserve**

21 Proceeds from the sale of the E-Center Easements were credited to FERC
22 Account 421.1, Gain on the Disposition of Property. The Company posted monies from
23 the E-Center Easements sale to general ledger account 114503 - Escrow Acct-1031 Asset
24 Sales. See also Attachment E.

25 **K. Required filings with other state or federal regulatory bodies**

1 The Company also filed for and received approval of these transactions with the
2 Wyoming Public Service Commission.

3 **L. Facts relied upon by the Company to show transaction is within the**
4 **public interest**

5 ORS 757.480 requires Commission approval for disposition of property necessary
6 and useful in the performance of public service with a value in excess of \$100,000 on an
7 Oregon-allocated basis. See ORS 757.480(1)(a). OAR 860-027-0025(1)(l) requires that
8 the utility show that such a proposed sale is “consistent with the public interest.” The
9 Commission has previously held that this standard requires a “no harm” showing.¹

10 Sale of the E-Center Easements did not adversely affect customers because the
11 Company retained ownership of the property and continues to own and operate its
12 facilities located on the property, with safe access to the transmission corridor.
13 Additionally, the sale of the E-Center Easements recovered 70 percent of the property
14 value for the access road and 50 percent of the property value for the parking area.

15 **M. Reasons relied upon for entering into the proposed transaction;**
16 **benefits to customers**

17 As a condition of sale, the Company required the developer to enclose an open
18 drainage ditch that traversed across the parcel. The developer incurred all costs associated
19 with enclosing the drainage ditch. Enclosing the open drainage ditch greatly improved

¹ See, e.g., *In the Matter of a Legal Standard for Approval of Mergers*, Docket UM 1011, Order No. 01-778 (Sept. 4, 2001) (“The remainder of the statutory scheme, those statutes governing transfer, sale, affiliated interest transactions, and contracts, either expresses no standard (for instance, ORS 757.480, .485) and has been read to require a no harm standard, or contains a ‘not contrary to the public interest’ standard (ORS 757.490, .495.)”) (emphasis added); *In the Matter of the Application of PacifiCorp*, Docket UP 168, Order No. 00-112, at 6 (Feb. 29, 2000) (regarding the sale of the Centralia generating plant); *In the Matter of Portland General Electric*, Docket UP 158, Order No. 00-111, at 2 (Feb. 29, 2000) (regarding the sale of the Colstrip generating units); *In the Matter of the Application of Portland General Electric*, Docket UP 165/UP 170, Order No. 99-730, at 7(Nov. 29, 1999) (regarding the sale of the Centralia generating plant).

1 the Company's access to its structures. The city of West Valley benefited from this
2 transaction as it opened up development in an area that was otherwise landlocked.

3 **N. Amount of stock, bonds, or other securities, now owned, held or**
4 **controlled by applicant, of the utility from which stock or bonds are**
5 **proposed to be acquired**

6 Not applicable. See request for waiver in Section IV below.

7 **O. Statement of franchises held; date of expiration; facilities of**
8 **transferees**

9 Not applicable. See request for waiver in Section IV below.

10 **III. Compliance with OAR 860-027-0025(2) Filing Requirements**

11 **A. Exhibit A. Articles of Incorporation**

12 Not applicable. See request for waiver in Section IV below.

13 **B. Exhibit B. Bylaws**

14 Not applicable. See request for waiver in Section IV below.

15 **C. Exhibit C. Resolution of directors authorizing transaction**

16 The E-Center Easements did not require a resolution from the Company's board
17 of directors. See request for waiver in Section IV below.

18 **D. Exhibit D. Mortgages, trust, deeds or indentures securing obligation**
19 **of each party**

20 There are no such documents or instruments associated with the E-Center
21 Easements. See request for waiver in Section IV below.

22 **E. Exhibit E. Balance sheet showing booked amounts, adjustments to**
23 **record the proposed transaction and pro forma, with supporting fixed**
24 **capital or plant schedules in conformity with the forms in the annual**
25 **report**

26 The E-Center Easements transaction did not materially affect the Company's
27 balance sheets. See request for waiver in Section IV below.

1 **F. Exhibit F. Known contingent liabilities**

2 Not applicable. See request for waiver in Section IV below.

3 **G. Exhibit G. Comparative income statements showing recorded results**
4 **of operations, adjustments to record the proposed transaction and pro**
5 **forma, in conformity with the form in the annual report**

6 The E-Center Easements did not materially affect the Company's income
7 statement. See request for waiver in Section IV below.

8 **H. Exhibit H. Analysis of surplus for the period covered by income**
9 **statements referred to in G**

10 The E-Center Easements did not materially affect the Company's income
11 statement. See request for waiver in Section IV below.

12 **I. Exhibit I. Copy of contract for transaction and other written**
13 **instruments**

14 Included with this Application as Attachment A is a copy of the easement for the
15 access road. Attachment B is a copy of the easement for the parking access.

16 **J. Exhibit J. Copy of each proposed journal entry to be used to record**
17 **the transaction**

18 Please refer to Attachment E.

19 **K. Exhibit K. Copy of each supporting schedule showing the benefits, if**
20 **any, which each applicant relies upon to support the facts required by**
21 **(1)(l) of this rule and reasons as required by (1)(m)**

22 The Company relies upon this Application and attached documentation to provide
23 support for OAR 860-027-0025(1)(l) and (1)(m).

24 **IV. Request for Waiver of certain filing requirements**

25 Oregon Administrative Rules 860-027-0025(1) and (2) require certain information
26 and exhibits be provided when filing an application for authority to transfer utility

1 property. The Company either provides the required information as noted above, or
2 seeks waiver of the requirements as follows:

3 (a) The information required in OAR 860-027-0025(1)(a)-(e), (h)-(m) is
4 provided in the Application above. Because the E-Center Easements did not involve the
5 acquisition or sale of financial instruments, the Company respectfully requests waiver of
6 the requirements of OAR 860-027-0025(1)(f), (g), (n) and (o). A grant of this waiver will
7 not impede the Commission's analysis of this Application.

8 (b) OAR 860-027-0025(2)(a) & (b) require submittal of a copy of the
9 Company's articles of incorporation and bylaws. See OAR 860-027-0025(a) & (b). The
10 Company respectfully requests a waiver of these filing requirements on the grounds that
11 production of these documents would not advance the Commission's analysis of this
12 Application because the subject transaction involves an encumbrance on utility property
13 and does not affect the Company's corporate structure or governance.

14 (c) OAR 860-027-0025(2)(c) requires submittal of a copy of the board of
15 director's resolution authorizing the transaction. PacifiCorp respectfully requests a waiver
16 of this requirement as no board resolution was necessary for approval of the E-Center
17 Easements.

18 (d) OAR 860-027-0025(2)(d) requires submittal of the security documents for
19 financing the obligations of the parties to the E-Center Easements. The Company
20 respectfully requests a waiver of this provision as no security requirements were deemed
21 necessary.

22 (e) OAR 860-027-0025(2)(e) requires submittal of balance sheets showing
23 booked amounts, adjustments to record the proposed transaction and pro forma

1 information. The Company respectfully requests that the requirement to provide pro
2 forma information be waived because the E-Center Easements did not materially affect
3 the Company's financial statements.

4 (f) OAR 860-027-0025(2)(f) requires submittal of a statement of all known
5 contingent liabilities as of the date of the Application. The Company respectfully
6 requests a waiver of this requirement as the Company is unaware of any contingent
7 liabilities that remain outstanding as of the date of this Application.

8 (g) OAR 860-027-0025(2)(g) & (h) require submittal of comparative income
9 statements showing the results of operations as affected by the transaction and an analysis
10 of "surplus" for the period of the income statements, respectively. For the reasons set
11 forth in Section IV(e) above, the Company respectfully requests a waiver of these
12 requirements.

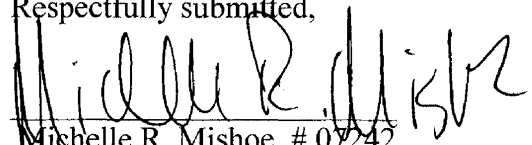
13 (h) OAR 860-027-0025(2)(k) requires submittal of schedules upon which the
14 applicant relies for the contention that the transaction is in the public interest. The
15 Company relies upon the statements made in this Application and respectfully requests a
16 waiver of this filing requirement.

17 **V. Request for Approval**

18 PacifiCorp respectfully requests a Commission order finding that granting two
19 easements over the Company's Terminal – Ninety South 345 kV and Terminal – Midvale
20 138 kV transmission corridor located in West Valley City, Utah will not harm
21 PacifiCorp's customers and is consistent with the public interest.

DATED this 22nd day of May, 2009.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Michelle R. Mishoe". The signature is written in a cursive style with some loops and flourishes.

Michelle R. Mishoe, # 07242

Legal Counsel

Pacific Power

ATTACHMENT A
EASEMENT FOR ACCESS ROAD

WHEN RECORDED, RETURN TO:
Rocky Mountain Power
Real Estate Services
Attn: Lisa Louder
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116
UTSL - 0575, 0588
Terminal - Camp Williams 345 kV
File No: 45174, 61021

10335414
1/30/2008 1:41:00 PM \$50.00
Book - 9564 Pg - 2186-2204
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 19 P.

COPY

Parcel Number: 15-28-276-010
15-28-276-011

ACCESS EASEMENT AGREEMENT

This ACCESS EASEMENT AGREEMENT ("Agreement") is made as of this 30th day of January, 2008, by and between PACIFICORP, an Oregon corporation d/b/a Rocky Mountain Power, successor in interest to Utah Power & Light Company, with a mailing address of 1407 West North Temple, Salt Lake City, Utah 84116 ("Grantor"), MARK L. GREEN, as Trustee of the MARK L. GREEN FAMILY TRUST, PAUL M. JENSEN, Trustee for the PAUL M. JENSEN TRUST, MICHAEL GEORGE KAMPROS, Trustee of the MICHAEL G. KAMPROS FAMILY TRUST and L.W. PROPERTIES, LTD., a Utah limited partnership (collectively, "Green"), and MILLER LAKE PARK STATION, L.L.C., a Utah limited liability company ("Miller") Miller and Green are hereafter collectively referred to at times as "Grantee."

FIRST AMERICAN TITLE
BBJ# 4960376

RECITALS

A. Grantor owns that certain parcel of real property ("Grantor's Land") located in Salt Lake County, State of Utah, which is more particularly described in Exhibit A attached hereto, for its electric utility operations, including the use and operation of its substation, transmission lines and other equipment and facilities in connection therewith.

B. Green owns a parcel of real property ("Parcel 1") located at approximately 3100 South Decker Lake Drive, Salt Lake County, State of Utah, which is more particularly described in Exhibit B attached hereto.

C. Miller owns a parcel of real property ("Parcel 2") located at approximately 2982 South Decker Lake Drive, Salt Lake County, State of Utah, which is more particularly described in Exhibit C attached hereto. Parcel 1 and Parcel 2 are hereafter sometimes collectively referred to as the "Benefited Properties."

D. Grantee desires to construct an access road over a portion of Grantor's Land (the "Easement Area") in order to provide ingress and egress to, from and between the Benefited Properties and a public roadway known as Decker Lake Drive. The Easement Area is more particularly described in Exhibit D attached hereto.

E. Grantor has agreed to grant and convey an easement to Grantee for such access road subject to and in accordance with the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of Grantee's payment of Ten Dollars (\$10.00) to Grantor, receipt of which is acknowledged by Grantor, the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, Grantor and Grantee hereby agree as follows:

1. Recitals. Recitals A through E are by this reference incorporated herein and made a part hereof.
2. Easement. Grantor hereby grants and conveys to Grantee, its successors and assigns, a perpetual, non-exclusive easement over and across the Easement Area, for the benefit of the Benefited Properties, or any portion thereof, for the construction, maintenance, and reconstruction of (i) an access road (the "Access Road") for vehicular and pedestrian ingress and egress to, from and between the Benefited Properties and a public roadway known as Decker Lake Drive; (ii) public utilities associated with the Access Road; and (iii) public utilities which serve all portions of the Benefited Properties. Grantee acknowledges that the Easement Area is also subject to certain access rights granted to West Valley City in a Lease dated October 16, 1996, as amended.
3. Grantee's Conduct.
 - (a) Grantee, its successors and assigns, will not make or allow to be made any use of the Easement Area that is inconsistent with, or interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing installations or additional facilities or improvements constructed after the granting of this easement, including electric transmission and distribution circuits that cross over or above the property as herein described.
 - (b) In the event that curb and gutter is constructed on the Easement Area by Grantee or made as a condition of development by Grantee, said curb and gutter will be high-back type and will contain a 30-foot curb cut on both sides of the roadway located at place designated by the Grantor, which curb cut will permit passage of Grantor's equipment used for repair and maintenance of Grantor's substation and electric transmission lines. Roadway construction will be sufficient to support Grantor's equipment in excess of 50 tons.
 - (c) Grantee, its successors and assigns, will not use or permit to be used on Easement Area construction cranes or other equipment that violate OSHA and Utah High Voltage Act Safety Clearance Standards. Grantee shall not store materials within the Easement Area. Grantee will not excavate within 50 feet of Grantor's transmission structures without the express written prior approval of Grantor. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the Easement Area. At no time shall Grantee place any equipment or materials of any kind that exceeds fifteen (15) feet in height, or that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the Easement Area shall comply with OSHA and Utah High Voltage Act Safety Clearance Standards.
 - (d) Grantee shall not place or allow to be placed any trees or other vegetation within the Easement Area exceeding twelve (12) feet in height. Grantee shall be responsible for removing any

trees or vegetation that exceeds the 12 foot limitation.

4. Grantor's Conduct. Grantor shall have the right, at any time and from time to time, to cross and recross with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon, the lands included with the Easement Area. Grantor shall have no obligation to maintain the Access Road and to keep the same in passable condition for the benefit of Grantee, and any work performed on said roadway by Grantee shall be at Grantee's sole cost and expense.

5. Perpetual Easement/Abandonment. The easements and rights-of-way confirmed or granted hereunder shall be benefits running with the Benefited Properties, or any part thereof, and a burden upon Grantor's Land, in perpetuity, and shall be for the use and benefit of Grantee and its successors, heirs, and assigns, and their licensees, invitees, agents, representatives, and others Grantee desires to provide access to the Benefited Properties. Provided, however, it is expressly made a condition of this Agreement and the rights granted hereunder, that if Grantee, its successors or assigns, shall abandon its/their interest in Grantor's Land, all rights granted in this Agreement shall cease and terminate, and the title to Grantor's Land shall be freed from the burden of the easement rights granted in this Agreement. It is agreed that abandonment shall be deemed to have occurred if the Easement Area is not used for the purposes described above for a period of 30 (30) consecutive, uninterrupted days or more and Grantee does not resume such use within thirty (30) days after written notice from Grantor to the record owner(s) of the Benefited Properties of Grantor's intent to declare the Easement Area abandoned pursuant to this section. In the event the foregoing conditions are satisfied, Grantor may terminate this Agreement by the filing of a Notice of Termination in the offices of the Salt Lake County Recorder reciting that Grantor has complied with the provisions of this section and upon such filing all rights and interest conveyed herein by Grantor shall revert back to Grantor. In the alternative, Grantee or any successor and assign may by instrument of disclaimer from Grantee, or its successors or assigns, disclaim in whole or in part the rights granted in this Agreement.

6. Covenants Run with Land. Each right and obligation in this Agreement (whether affirmative or negative in nature) (a) shall constitute a covenant running with the land; (b) shall benefit and bind every person having any fee, leasehold, or other interest in any portion of Grantor's Land to the extent such portion is affected or bound by the right-of-way, easement, covenant, or restriction in question, or to the extent that such right-of-way, easement, covenant, or restriction is to be performed on such portion; and (c) shall benefit and be binding upon any owner of Grantor's Land whose title is acquired by judicial foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise. If Grantor transfers Grantor's Land, the transferee shall automatically be deemed to have assumed and agreed to be personally bound by the covenants of Grantor contained in this Agreement.

7. Release and Indemnification.

(a) Grantee, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind of description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the Easement Area, (iii) any act or occurrence on the Easement Area, or (iv) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

(b) The Indemnified Parties shall never be liable in any manner to Grantee for any injury to or death of persons or for any loss of or damage to property of Grantor, its employees, agents, customers, invitees, or to others, even if such loss or damage is caused in part by the negligence of any Indemnified Party. All personal property and fixtures, if allowed by Grantor, located within the Easement Area shall be maintained and used at the risk of Grantee and the Indemnified parties shall not be liable for any damage thereto or theft thereof, even if due in whole or in part to the negligence of the Indemnified Parties.

8. Affect of Breach. No breach of this Agreement shall entitle any owner of the affected real property to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such owner of real property may have under this Agreement by reason of any such breach.

9. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of all or any portion of Grantor's Land for the general public or for any public purposes whatsoever, it being the intention of the parties hereto that this Agreement be strictly limited to the purposes expressed in this Agreement.

10. Interpretation. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Utah. Whenever the context requires, the singular shall include the plural, the plural shall include the singular, the whole shall include any part thereof, any gender shall include both other genders, and the term "person" shall include an individual, partnership (general or limited), corporation, limited liability company, trust, or other entity or association, or any combination thereof. The section headings contained in this Agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. Time is of the essence. The provisions of this Agreement shall be construed both as covenants and conditions in the same

manner as though the words importing such covenants and conditions were used in each separate provision hereof. Exhibits A through D attached hereto are by this reference incorporated herein and made a part hereof.

11. Entire Agreement. This Agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties hereto relative to the subject matter hereof. Any prior negotiations, correspondence, or understandings relative to the subject matter hereof shall be deemed to be merged in this Agreement and shall be of no further force or effect. This Agreement may not be amended or modified except in writing executed by both of the parties hereto.

12. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which shall together constitute one and the same instrument.

13. Attorneys' Fees. If any action is brought because of any breach of or to enforce or interpret any of the provisions of this Agreement, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys' fees and court costs incurred in connection with such action, the amount of which shall be fixed by the court and made a part of any judgment rendered.

14. No Waiver. Acceptance by either party of any performance less than required hereby shall not be deemed to be a waiver of the rights of such party to enforce all of the terms and conditions hereof. No waiver of any such right hereunder shall be binding unless reduced to writing and signed by the party to be charged therewith.

15. Invalidity of Provision. If any provisions of this Agreement as applied to any party or to any circumstance shall be adjudged by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect (to the maximum extent permitted by applicable law) any other provision of this Agreement, the application of any such provision under circumstances different from those adjudicated by the court, or the validity or enforceability of the Agreement as a whole.

IN WITNESS WHEREOF, Grantor and Grantee(s) have each caused this Agreement to be duly executed as of the date first herein written.

PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power

By: *James H. Bennett*

Its: Managing Director

Mark L. Green as Trustee of the Mark L. Green Family Trust

By: _____

Its: _____

Paul M. Jensen, Trustee for the Paul M. Jensen Trust

By: _____

Its: _____

Michael George. Kampros, Trustee of the Michael G. Kampros Family Trust

By: _____

Its: _____

LW Properties, Ltd, a Utah limited partnership

By: _____

Its: _____

IN WITNESS WHEREOF, Grantor and Grantee(s) have each caused this Agreement to be duly executed as of the date first herein written.

PACIFICORP, an Oregon corporation, dba Utah Power & Light Company.

By: _____

Its: _____

Mark L. Green as Trustee of the Mark L. Green Family Trust

By:  _____

Its: _____ Trustee

Paul M. Jensen as Trustee of the Paul M. Jensen Family Trust

By:  _____

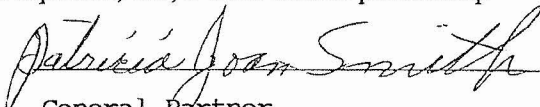
Its: TRUSTEE _____

Michael G. Kampros as Trustee of the Michael G. Kampros Family Trust


By:  _____

Its: _____ Trustee

LW Properties, Ltd, a Utah limited partnership

By:  _____

Its: General Partner _____

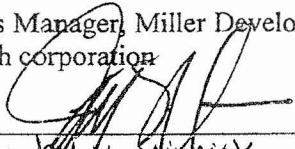
By:  _____

Franklin Paul Orr

Its: General Partner

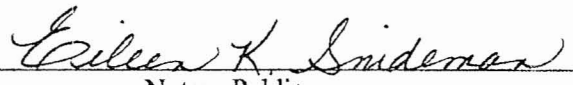
MILLER LAKE PARK STATION, L.L.C., a Utah limited liability company

By its Manager, Miller Development Company, Inc., a Utah corporation

By: 
Name: Jay M. Minnick
Its: CEO

The foregoing instrument was acknowledged before me this 5th day of November, 2007, by Jay Minnick, the CEO of Miller Development Company, Inc., a Utah corporation, the Manager of Miller Lake Park Station, L.L.C., a Utah limited liability company.

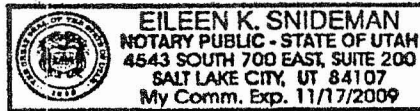
(Seal)


Notary Public

My Commission Expires:

11/17/2009

Residing at:



ACKNOWLEDGMENTS

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

I hereby certify that on this ____ day of _____, 2008, before me, a Notary Public of the state and county of aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the _____ of the Miller Lake Park Station, LLC, a Utah Corporation authorized to do business in the state of Utah, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

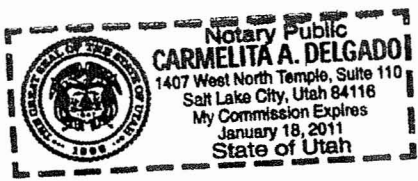
IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

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

I hereby certify that on this 4th day of January, 2008, before me, a Notary Public of the state and county of aforesaid, personally appeared Douglas N. Bennion, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Managing Director of PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notorial Seal, the day and year first above written.



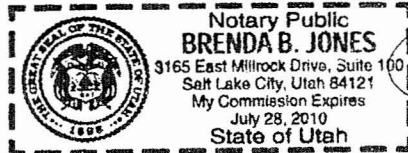
[Handwritten Signature]

Notary Public

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

I hereby certify that on this 27th day of November, 2007, before me, a Notary Public of the state and county of aforesaid, personally appeared Mark L. Green, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Trustee of the Mark L. Green Family Trust, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



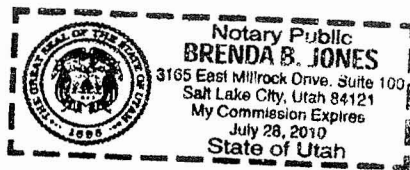
Brenda B. Jones
Notary Public

STATE OF Utah)
 : ss.
COUNTY OF Salt Lake)

I hereby certify that on this 27th day of November, 2007, before me, a Notary Public of the state and county of aforesaid, personally appeared Patricia Joan Smith & **, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that they are general partners of LW Properties, Ltd, a Utah limited partnership, authorized to do business in the state of Utah, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

**Franklin Paul Orr

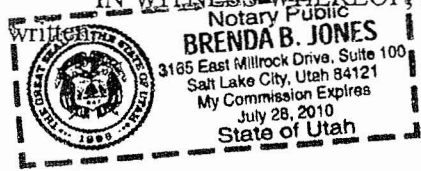


Brenda B. Jones
Notary Public

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

I hereby certify that on this 27th day of November, 2007, before me, a Notary Public of the state and county of aforesaid, personally appeared Paul M. Jensen, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Trustee of the Paul M. Jensen Trust, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF I have set my hand and Notarial Seal, the day and year first above written.



Brenda B. Jones


Notary Public

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

I hereby certify that on this 14th day of January, 2007, before me, a Notary Public of the state and county of aforesaid, personally appeared Michael George Kampros, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Trustee of the Michael G. Kampros Family Trust, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public



Brenda B. Jones

Exhibit A.
(Legal Description of Grantor's Land)

15-28-276-010

BEGINNING NORTH 650.25 FEET AND WEST 24.43 FEET FROM THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH $85^{\circ}29'51''$ WEST 396.21 FEET; THENCE NORTH $4^{\circ}30'09''$ EAST 243.93 FEET; THENCE SOUTH $89^{\circ}55'56''$ WEST 549.65 FEET; THENCE SOUTH $24^{\circ}33'42''$ EAST 228.97 FEET; THENCE NORTH $85^{\circ}29'51''$ WEST 279.78 FEET; THENCE SOUTH $51^{\circ}52'51''$ EAST 53.53 FEET; THENCE SOUTH $85^{\circ}29'00''$ EAST 1058.02 FEET; THENCE NORTHERLY ALONG A 562.67 FOOT RADIUS CURVE TO THE RIGHT 31.9 FEET, MORE OR LESS TO THE POINT OF BEGINNING.

15-28-276-011

BEGINNING NORTH 650.25 FEET AND WEST 24.43 FEET AND SOUTHERLY ALONG A 562.67 FOOT RADIUS CURVE TO THE LEFT 31.9 FEET FROM THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN; AND RUNNING THENCE NORTH $85^{\circ}29'00''$ WEST 1058.02 FEET; THENCE NORTH $51^{\circ}52'51''$ WEST 85.5 FEET; THENCE SOUTH $3^{\circ}20'50''$ EAST 120.1 FEET; THENCE NORTH $51^{\circ}52'00''$ WEST 215 FEET; THENCE SOUTH 139.9 FEET; THENCE SOUTH $51^{\circ}52'00''$ EAST 194.9 FEET; THENCE EAST 25.91 FEET; THENCE SOUTH $3^{\circ}20'50''$ EAST 80.1 FEET; THENCE NORTH $20^{\circ}50'00''$ EAST 58.6 FEET; THENCE SOUTH $87^{\circ}10'31''$ EAST 671.2 FEET; THENCE SOUTH $85^{\circ}29'00''$ EAST 420.53 FEET, MORE OR LESS; THENCE NORTHERLY ALONG A 562.67 FOOT RADIUS CURVE TO THE RIGHT 202.92 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

Exhibit B
(Legal Description of Parcel 1)
15-28-276-012
15-28-276-007

Exhibit B
(Legal Description of Parcel 1)

Beginning at a point at the intersection of the west right-of-way line of Decker Lake Drive and the North right-of-way line of 3100 South Street, said point being North 33.00 feet and South 89°56'00" West 66.00 feet from the East Quarter Corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence Westerly along said North right-of-way line of 3100 South Street the following four (4) courses: South 89°56'00" West 345.67 feet; thence North 00°10'38" East 16.55 feet; thence North 78°41'28" West 354.16 feet; thence North 89°44'15" West 359.82 feet to the Easterly right-of-way line of interstate 215 (state road); thence North 03°38'16" West along said Easterly right-of-way line 638.42 feet to a point on the Northerly line of the Utah Power and Light property; thence Southeasterly along said North property line the following two (2) courses: South 53°08'38" East 84.61 feet; thence South 85°28'37" East 1037.98 feet to a point on the Westerly right-of-way line of Decker Lake Drive; thence Southerly along said Westerly right-of-way line the following two (2) courses: ; thence to a point of curvature of a 398.31 foot radius no-tangent curve to the left; thence Southwesterly 93.71 feet along said curve, through a central angle 13°28'49" (chord bears South 05°12'43" West) to a point of tangency; thence South 00°05'05" west 498.67 feet to the point of beginning.

Exhibit C
(Legal Description of Parcel 2)
15-28-276-009

Exhibit C
(Legal Description of Parcel 2)

A tract of land situate in the E½NE¼ of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian, described as follows:

Beginning on the West line of Proposed Decker Lake Lane at a point 650.25 feet North and 24.43 feet West, more or less, from the East Quarter Corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 85°29'51" West 396.21 feet; thence North 4°30'09" East 243.93 feet; thence South 89°55'56" West 549.65 feet; thence South 24°33'42" East 228.97 feet; thence North 85°29'51" West 279.78 feet; thence North 51°52'51" West 31.97 feet along the North line of the Utah Power and Light Company transmission corridor described in Book 3632 at Page 396 as Entry No. 2636377 in the Office of the County Recorder of Salt Lake County, Utah; thence North 3°35'27" West 525.72 feet along the East right of way line and non-access line of I-215 to the property line of the Granger-Hunter Improvement District pump station site; thence North 89°45'22" East 164.41 feet, North 0°14'38" West 115 feet and South 89°45'22" West 171.14 feet along said property line to said East right of way line and non-access line of I-215; thence North 3°35'28" West 55.18 feet along said East right of way line to the North boundary line of said land; thence North 89°45'14" East 200.34 feet along said line; thence South 3°35'28" East 6.86 feet to the South property line of Salt Lake County property as described in Book 4402 Page 448 as Entry No. 2876378 in said Recorder's Office; thence East 1001.17 feet along said South property line; thence South 0°02'04" East 711.03 feet; thence South 66°25'33" East 21.60 feet to a point on the West line of said Proposed Decker Lake Lane, said point also being on a 562.67 foot radius curve to the left; thence Southwesterly along said curve 88.14 feet (chord bears South 30°07'45" West 88.05 feet) to the point of beginning.

Exhibit D
(Legal Description of Easement Area)

Beginning at a point at the west line of Decker Lake Drive (2210 West) North 00°02'04" West 516.93 Feet and South 89°57'56" West 69.05 Feet from the East Quarter Corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian and running thence along westerly line of said street southerly along the arc of a 562.67 foot radius curve to the left (center bears South 78°42'44" East), through a central angle of 05°46'57" a distance of 56.79 feet to the point of non-tangent curve; thence northwesterly along the arc of a 24.50 foot radius curve to the left (center bears South 51°55'52" West), through a central angle of 49°40'49" a distance of 21.24 feet; thence North 87°44'57" West 45.19 feet to the point of curvature; thence northwesterly along the arc of a 98.00 foot radius curve to the right (center bears North 02°15'03" East), through a central angle of 47°01'32" a distance of 80.43 feet; thence North 40°43'25" West 9.35 feet to the point of curvature; thence northeasterly along the arc of a 150.00 foot radius curve to the left (center bears South 49°16'35" West), through a central angle of 44°38'04" a distance of 116.85 feet to the point of tangency; thence North 85°21'29" West 11.26 feet; thence southerly along the arc of a 24.50 foot radius curve to the left (center bears South 04°38'31" West) through a central angle of 90°08'07" a distance of 38.54 feet; thence South 04°30'24" West 11.82 feet to the point of curvature; thence southerly along the arc of a 122.00 foot radius curve to the left (center bears South 85°29'36" East), through a central angle of 07°26'24" a distance of 15.84 feet; thence South 02°56'00" East 65.71 feet; thence North 85°29'00" West 36.60 feet to the point of non-tangent curve; thence northerly along the arc of a 557.16 foot radius curve to the right (center bears North 84°00'58" East) through a central angle of 08°22'54" a distance of 81.50 feet; thence North 04°30'24" East 12.03 feet to the point of curvature; thence northwesterly along the arc of a 24.50 foot radius curve to the left (center bears North 85°29'36" West), through a central angle of 89°51'53" a distance of 38.43 feet; thence North 85°21'29" West 7.49 feet to the point of curvature; thence westerly along the arc of a 116 foot radius curve to the right (center bears North 04°38'31" East), through a central angle of 22°26'52" a distance of 45.45 feet to the point of tangency; thence North 62°54'36" West 25.47 feet; thence northwesterly along the arc of a 57.00 foot radius curve to the left (center bears South 27°05'24" West), through a central angle of 22°35'00" a distance of 22.47 feet; thence North 85°29'36" West 102.71 feet to the point of curvature; thence southwestly along the arc of a 29.50 foot radius curve to the left (center bears South 04°30'24" West), through a central angle of 94°30'19" a distance of 48.66 feet to the point of tangency; thence South 00°00'05" West 115.87 feet; thence North 87°27'11" West 34.22 feet; thence North 03°20'54" West 31.31 feet; thence North 00°00'30" East 90.76 feet to the point of curvature; thence northwesterly along the arc of a 29.50 foot radius curve to the left (center bears South 89°38'20" West), through a central angle of 85°07'48" a distance of 43.83 feet; thence North 85°29'36" West 49.01 feet to the point of curvature; thence northwesterly along the arc of a 162.50 foot radius curve to the right (center bears North 04°30'24" East) through a central angle of 60°55'54" a distance of 172.81 feet; thence North 24°33'42" West 1.86 feet; thence South 85°29'51" East 29.63 feet to the point of non-tangent curve; thence southeasterly along the arc of a 100.00 foot radius curve to the left

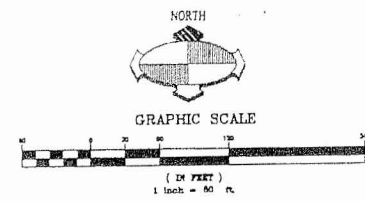
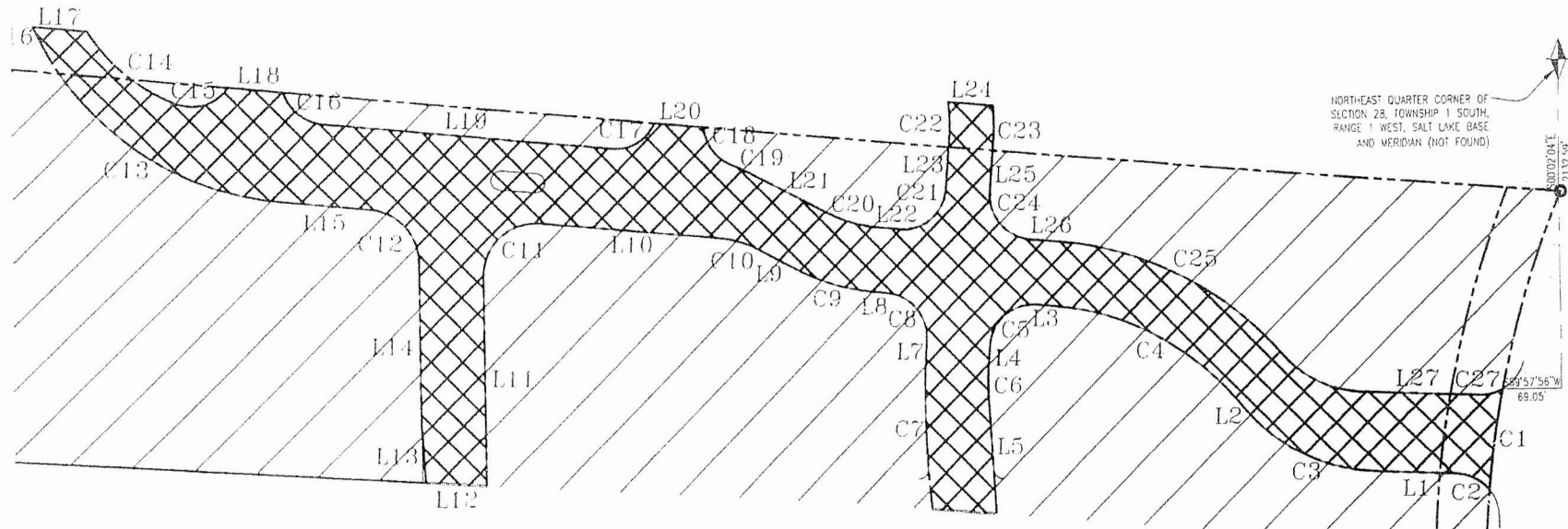
(center bears North 57°45'42" East) through a central angle of 36°04'02" a distance of 62.95 feet; thence southeasterly along the arc of a 24.50 foot radius curve to the left (center bears North 21°41'40" East), through a central angle of 77°36'08" a distance of 33.18 feet; thence South 85°29'00" East 30.80 feet; thence easterly along the arc of a 24.50 foot radius curve to the left (center bears North 73°37'57" East), through a central angle of 69°07'33" a distance of 29.56 feet; thence South 85°29'36" East 162.98 feet to the point of curvature; thence southeasterly along the arc of a 24.50 foot radius curve to the left (center bears North 04°30'24" East), through a central angle of 69°02'05" a distance of 29.52 feet; thence South 85°29'00" East 28.00 feet to the point of a non-tangent curve; thence southwesterly along the arc of a 24.50 foot radius curve to the left (center bears North 84°24'23" East), through a central angle 64°02'13" a distance of 27.38 feet to the point of curvature; thence southeasterly along the arc of a 93.00 foot radius curve to the right (center bears South 20°22'10" West), through a central angle of 06°43'14" a distance of 10.91 feet; thence South 62°54'36" East 48.90 feet; thence southeasterly along the arc of a 80.00 foot radius curve to the left (center bears North 27°05'24" East), through a central angle of 22°26'52" a distance of 31.34 feet to the point of tangency; thence South 85°21'29" East 12.79 feet; thence northeasterly along the arc of a 24.50 foot radius curve to the left (center bears North 04°38'31" East), through a central angle of 90°08'07" a distance of 38.54 feet; thence North 04°30'24" East 30.56 feet; thence northwesterly along the arc 77.50 foot radius curve to the left (center bears North 85°29'36" West), through a central angle of 12°50'39" a distance of 17.37 feet; thence South 85°29'51" East 25.48 feet to the point of a non-tangent curve; thence southeasterly along the arc 102.50 foot radius curve to the right (center bears South 84°49'46" West) through a central angle of 09°40'38" a distance of 17.31 feet; thence South 04°30'24" West 30.74 feet to the point of curvature; thence southeasterly along the arc of a 24.50 foot radius curve to the left (center bears South 85°29'36" East), through a central angle of 89°51'53" a distance of 38.43 feet; thence South 85°21'29" East 16.97 feet to the point of curvature; thence easterly along the arc of a 186.00 foot radius curve to the right (center bears South 04°38'31" West), through a central angle of 44°13'54" a distance of 143.59 feet to the point of curvature; thence easterly along the arc of a 62.00 foot radius curve to the left (center bears North 48°52'25" East), through a central angle of 46°37'22" a distance of 50.45 feet; thence South 87°44'57" East 64.60 feet to the point of non-tangent; thence southeasterly along the arc of a 24.50 foot radius curve to the left (center bears North 02°15'03" East), through a central angle of 31°47'16" a distance of 13.59 feet to the point of beginning, containing 1.094 acres.

Access Easement

BEGINNING AT A POINT AT THE WEST LINE OF DECKER LAKE DRIVE (2210 WEST) NORTH 00°02'04" WEST 516.93 FEET AND SOUTH 89°57'56" WEST 69.05 FEET FROM THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING THENCE ALONG WESTERLY LINE OF SAID STREET SOUTHERLY ALONG THE ARC OF A 562.67 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 78°42'44" EAST), THROUGH A CENTRAL ANGLE OF 5°46'57" A DISTANCE OF 56.79 FEET TO THE POINT OF NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A 24.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 51°55'52" WEST), THROUGH A CENTRAL ANGLE OF 49°40'49" A DISTANCE OF 21.24 FEET; THENCE NORTH 87°44'57" WEST 45.19 FEET TO THE POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 93.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 02°15'03" EAST), THROUGH A CENTRAL ANGLE OF 47°01'32" A DISTANCE OF 80.43 FEET; THENCE NORTH 40°43'25" WEST 9.35 FEET TO THE POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG THE ARC OF A 150.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 49°16'35" WEST), THROUGH A CENTRAL ANGLE OF 44°38'04" A DISTANCE OF 116.85 FEET TO THE POINT OF TANGENCY; THENCE NORTH 85°21'29" WEST 11.26 FEET; THENCE SOUTHERLY ALONG THE ARC OF A 24.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 04°38'31" WEST), THROUGH A CENTRAL ANGLE OF 90°08'07" A DISTANCE OF 38.54 FEET; THENCE SOUTH 04°30'24" WEST 11.82 FEET TO THE POINT OF CURVATURE; THENCE SOUTHERLY ALONG THE ARC OF A 122.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 85°29'36" EAST), THROUGH A CENTRAL ANGLE OF 7°26'24" A DISTANCE OF 15.84 FEET; THENCE SOUTH 02°56'00" EAST 65.71 FEET; THENCE NORTH 85°29'00" WEST 35.50 FEET TO THE POINT OF NON-TANGENT CURVE; THENCE NORTHERLY ALONG THE ARC OF A 557.16 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 84°00'58" EAST) THROUGH A CENTRAL ANGLE OF 8°22'54" A DISTANCE OF 81.50 FEET; THENCE NORTH 04°30'24" EAST 12.03 FEET TO THE POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 24.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 85°29'36" WEST), THROUGH A CENTRAL ANGLE OF 89°51'53" A DISTANCE OF 38.43 FEET; THENCE NORTH 85°21'29" WEST 7.49 FEET TO THE POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A 116 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 04°38'31" EAST), THROUGH A CENTRAL ANGLE OF 22°25'52" A DISTANCE OF 45.45 FEET TO THE POINT OF TANGENCY; THENCE WESTERLY ALONG THE ARC OF A 57 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 27°05'24" WEST), THROUGH A CENTRAL ANGLE OF 22°35'00" A DISTANCE OF 22.47 FEET; THENCE NORTH 85°29'36" WEST 102.71 FEET TO THE POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 29.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 04°30'24" WEST), THROUGH A CENTRAL ANGLE OF 94°30'19" A DISTANCE OF 48.66 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°00'05" WEST 115.87 FEET; THENCE NORTH 87°27'11" WEST 34.22 FEET; THENCE NORTH 03°20'54" WEST 31.31 FEET; THENCE NORTH 00°00'30" EAST 90.76 FEET TO THE POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 29.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 89°38'20" WEST), THROUGH A CENTRAL ANGLE OF 85°07'48" A DISTANCE OF 43.83 FEET; THENCE NORTH 85°29'36" WEST 49.91 FEET TO THE POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A 162.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS NORTH 04°30'24" EAST), THROUGH A CENTRAL ANGLE OF 60°55'54" A DISTANCE OF 172.81 FEET; THENCE NORTH 24°33'42" WEST 1.85 FEET; THENCE SOUTH 85°29'51" EAST 29.63 FEET TO THE POINT OF NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 100.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 57°45'42" EAST) THROUGH A CENTRAL ANGLE OF 36°04'02" A DISTANCE OF 62.95 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 24.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 21°41'40" EAST), THROUGH A CENTRAL ANGLE OF 77°36'08" A DISTANCE OF 33.18 FEET; THENCE SOUTH 85°29'00" EAST 30.80 FEET; THENCE EASTERLY ALONG THE ARC OF A 24.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 73°37'57" EAST), THROUGH A CENTRAL ANGLE OF 69°07'33" A DISTANCE OF 29.56 FEET; THENCE SOUTH 85°29'36" EAST 152.98 FEET TO THE POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 24.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 04°30'24" EAST), THROUGH A CENTRAL ANGLE OF 69°02'05" A DISTANCE OF 29.52 FEET; THENCE SOUTH 85°29'00" EAST 28.00 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE SOUTHWESTERLY ALONG THE ARC OF A 24.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 84°24'23" EAST), THROUGH A CENTRAL ANGLE OF 64°02'13" A DISTANCE OF 27.38 FEET TO THE POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 93.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 20°22'10" WEST), THROUGH A CENTRAL ANGLE OF 06°43'14" A DISTANCE OF 10.91 FEET; THENCE SOUTH 62°54'36" EAST 48.90 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A 80.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 27°05'24" EAST), THROUGH A CENTRAL ANGLE OF 22°26'52" A DISTANCE OF 31.34 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 85°21'29" EAST 12.79 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A 24.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 04°38'31" EAST), THROUGH A CENTRAL ANGLE OF 90°08'07" A DISTANCE OF 38.54 FEET; THENCE NORTH 04°30'24" EAST 30.56 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A 77.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 85°29'36" WEST), THROUGH A CENTRAL ANGLE OF 12°50'39" A DISTANCE OF 17.37 FEET; THENCE SOUTH 85°29'51" EAST 25.48 FEET TO THE POINT OF A NON-TANGENT CURVE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 102.50 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 84°19'46" WEST), THROUGH A CENTRAL ANGLE OF 09°40'38" A DISTANCE OF 17.31 FEET; THENCE SOUTH 04°30'24" WEST 30.74 FEET TO THE POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG THE ARC OF A 24.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS SOUTH 85°29'36" EAST), THROUGH A CENTRAL ANGLE OF 89°51'53" A DISTANCE OF 38.43 FEET; THENCE SOUTH 85°21'29" EAST 16.97 FEET TO THE POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A 186.00 FOOT RADIUS CURVE TO THE RIGHT (CENTER BEARS SOUTH 04°38'31" WEST), THROUGH A CENTRAL ANGLE OF 44°13'54" A DISTANCE OF 143.59 FEET TO THE POINT OF CURVATURE; THENCE EASTERLY ALONG THE ARC OF A 62.00 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 48°52'25" EAST), THROUGH A CENTRAL ANGLE OF 46°37'22" A DISTANCE OF 50.45 FEET; THENCE SOUTH 87°44'57" EAST 64.60 FEET TO THE POINT OF NON-TANGENT; THENCE SOUTHEASTERLY ALONG THE ARC OF A 24.50 FOOT RADIUS CURVE TO THE LEFT (CENTER BEARS NORTH 02°15'03" EAST), THROUGH A CENTRAL ANGLE OF 31°47'16" A DISTANCE OF 13.59 FEET TO THE POINT OF BEGINNING.

CONTAINS 1.094 ACRES.

NOTE: 1.062 ACRES OF THE ABOVE-DESCRIBED LEGAL DESCRIPTION IS LOCATED WITHIN THE AREA CURRENTLY LEASED BY WEST VALLEY CITY FOR THE PURPOSE OF PARKING OF VEHICLES FOR PATRONS OF THE WEST VALLEY CITY EVENTS CENTER (E-CENTER), FOR PARKING ASSOCIATED WITH PUBLIC TRANSIT LINES OPERATED BY THE UTAH TRANSIT AUTHORITY OR ITS SUCCESSORS AND ASSIGNS.



DATE	DESCRIPTION

NEW E-CENTER DEVELOPMENT
 MARK GREEN
 3100 SOUTH DECKER LAKE DRIVE
 WEST VALLEY CITY, UTAH

BENCHMARK ENGINEERING
 AND LAND SURVEYING
 PROFESSIONAL CIVIL ENGINEERING & LAND SURVEYING SERVICES
 9100 SOUTH STATE STREET #100 - (801) 512-7192



PROJECT: FRABRD
 DRAWN: DNG
 CHECKED: ANR/LSW
 DATE: 06/15/07
 SHEET: 03/1504
 TOTAL: 03/1504

SHEET TITLE
 EXHIBIT
 "A"

S1
 1 OF 1

ATTACHMENT B
EASEMENT FOR PARKING ACCESS

WHEN RECORDED, RETURN TO:
Rocky Mountain Power
Real Estate Services
Attn: Lisa Louder
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116
File No. 45174
UTSL-0575

10335416
1/30/2008 1:41:00 PM \$22.00
Book - 9564 Pg - 2209-2215
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 7 P.

COPY

Parcel Number: 15-28-276-011

EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration PACIFICORP, an Oregon Corporation, d/b/a Rocky Mountain Power, successor in interest to Utah Power & Light Company, whose address is 1407 West North Temple, Salt Lake City, Utah, 84116 ("Grantor"), hereby CONVEYS to MARK L. GREEN, as Trustee of the MARK L. GREEN FAMILY TRUST, PAUL M. JENSEN, Trustee for the PAUL M. JENSEN TRUST and MICHAEL GEORGE KAMPROS, Trustee of the MICHAEL G. KAMPROS FAMILY TRUST, its successors-in-interest and assigns ("GRANTEE"), a perpetual easement and right of way for the installation, construction, operation, maintenance and repair of a parking lot and access road over and across the following described real property owned by Grantor located in Salt Lake County, State of Utah, to-wit:

Beginning at a point at the northerly boundary line of Grantor's property at a point South 89°56'00" West along Quarter Section Line 1136.98 feet and North 433.31 feet from the East Quarter Corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 03°20'56" West 80.11 feet; thence South 87°27'11" East 448.60 feet; thence South 43°58'46" East 34.88 feet; thence North 87°27'11" West 447.43 feet; thence South 20°42'19" West 58.60 feet to the point of beginning, containing 0.267 acres, more or less.

This easement and right-of-way is granted subject to the following restrictive covenants and conditions:

1. Grantee, its successors and assigns, will not make or allow to be made any use of the easement herein granted that is inconsistent with, or interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing installations or additional facilities or improvements constructed after the granting of this easement, including electric transmission and distribution circuits that cross over or above the property as herein described. Grantee acknowledges that the Easement Area is subject to certain access rights granted to West Valley City in a Lease dated October 16, 1996, as mentioned.

2. In the event that curb and gutter is constructed on the easement herein granted by Grantee or made as a condition of development by Grantee, said curb and gutter will be high-back type and will contain a 30-foot curb cut on both sides of the roadway located at place designated by the Grantor, which curb cut will permit passage of Grantor's equipment used for

MJW - UTSL-0575

E-Center Retail Development Parking and Access

FIRST AMERICAN TITLE
BBJ# 4960376-1

WHEN RECORDED, RETURN TO:
Rocky Mountain Power
Real Estate Services
Attn: Lisa Louder
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116
File No. 45174
UTSL-0575

Parcel Number: 15-28-276-011

EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration PACIFICORP, an Oregon Corporation, d/b/a Rocky Mountain Power, successor in interest to Utah Power & Light Company, whose address is 1407 West North Temple, Salt Lake City, Utah, 84116 ("Grantor"), hereby CONVEYS to MARK L. GREEN, as Trustee of the MARK L. GREEN FAMILY TRUST, PAUL M. JENSEN, Trustee for the PAUL M. JENSEN TRUST and MICHAEL GEORGE KAMPROS, Trustee of the MICHAEL G. KAMPROS FAMILY TRUST, its successors-in-interest and assigns ("GRANTEE"), a perpetual easement and right of way for the installation, construction, operation, maintenance and repair of a parking lot and access road over and across the following described real property owned by Grantor located in Salt Lake County, State of Utah, to-wit:

Beginning at a point at the northerly boundary line of Grantor's property at a point South 89°56'00" West along Quarter Section Line 1136.98 feet and North 433.31 feet from the East Quarter Corner of Section 28, Township 1 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 03°20'56" West 80.11 feet; thence South 87°27'11" East 448.60 feet; thence South 43°58'46" East 34.88 feet; thence North 87°27'11" West 447.43 feet; thence South 20°42'19" West 58.60 feet to the point of beginning, containing 0.267 acres, more or less.

This easement and right-of-way is granted subject to the following restrictive covenants and conditions:

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2. In the event that curb and gutter is constructed on the easement herein granted by Grantee or made as a condition of development by Grantee, said curb and gutter will be high-back type and will contain a 30-foot curb cut on both sides of the roadway located at place designated by the Grantor, which curb cut will permit passage of Grantor's equipment used for

FIRST AMERICAN TITLE
BB# 4960376-1

repair and maintenance of Grantor's substation and electric transmission lines. Roadway construction will be sufficient to support Grantor's equipment in excess of 50 tons.

3. Grantee, its successors and assigns, will not use or permit to be used on said easement construction cranes or other equipment that violate OSHA and UTAH High Voltage Act Safety Clearance Standards. Grantee shall not store materials within the easement area. Grantee will not excavate within 50 feet of Grantor's transmission structures. The storage of flammable and hazardous materials or refueling of vehicle/equipment is prohibited within the easement area. At no time shall Grantee place any equipment or materials of any kind that exceeds fifteen (15) feet in height, or that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the easement area shall comply with OSHA and UTAH High Voltage Act Safety Clearance Standards.

4. Grantee shall not place or allow to be placed any trees or other vegetation within the easement exceeding twelve (12) feet in height. Grantee shall be responsible for removing any trees or vegetation that exceeds the 12 foot limitation.

5. In the event Grantee ceases to use, for thirty (30) or more consecutive days, for purposes of a parking lot and access road, the property herein described, this easement shall thereupon immediately terminate, with all rights and interest conveyed herein by Grantor to revert back to Grantor by instrument of disclaimer from Grantee, or its successors or assigns.

6. Grantor shall have the right, at any time and from time to time, to cross and recross with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon, the lands included with the easement herein conveyed by Grantor to Grantee.

7. Release and Indemnification

(a) Grantee, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind or description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the Easement Area, (iii) any act or occurrence on the Easement Area, or (iv) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

(b) The Indemnified Parties shall never be liable in any manner to Grantee for any injury to or death of persons or for any loss of or damage to property of Grantor, its employees,

agents, customers, invitees, or to others, even if such loss or damage is caused in part by the negligence of any Indemnified Party. All personal property and fixtures, if allowed by Grantor, located within the Easement Area shall be maintained and used at the risk of Grantee and the Indemnified parties shall not be liable for any damage thereto or theft thereof, even if due in whole or in part to the negligence of the Indemnified Parties.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 4th day of January, 2008.

PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power

By: *Douglas A. Kuehn*

Its: Managing Director

~~Mark L. Green as Trustee of the Mark L. Green Family Trust~~

~~By: _____~~

~~Its: _____~~

~~Paul M. Jensen, Trustee for the Paul M. Jensen Trust~~

~~By: _____~~

~~Its: _____~~

~~Michael GEORGE Kampros, Trustee of the Michael G. Kampros Family Trust~~

~~By: _____~~

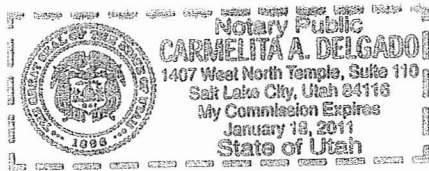
~~Its: _____~~

ACKNOWLEDGMENTS

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

I hereby certify that on this 4th day of January, 2008, before me, a Notary Public of the state and county of aforesaid, personally appeared Douglas N. Bennion, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Managing Director of PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



[Handwritten Signature]
Notary Public

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

I hereby certify that on this _____ day of _____, 2008, before me, a Notary Public of the state and county of aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Trustee of the Mark L. Green Family Trust, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

agents, customers, invitees, or to others, even if such loss or damage is caused in part by the negligence of any Indemnified Party. All personal property and fixtures, if allowed by Grantor, located within the Easement Area shall be maintained and used at the risk of Grantee and the Indemnified parties shall not be liable for any damage thereto or theft thereof, even if due in whole or in part to the negligence of the Indemnified Parties.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 14th day of January, 2007.

PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power

By: _____

Its: _____

Mark L. Green as Trustee of the Mark L. Green Family Trust

By: Mark L. Green

Its: Trustee

Paul M. Jensen, Trustee for the Paul M. Jensen Trust

By: Paul M. Jensen

Its: _____

Michael GEORGE Kampros, Trustee of the Michael G. Kampros Family Trust

By: Michael G. Kampros Trustee

Its: _____

ACKNOWLEDGMENTS

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

I hereby certify that on this _____ day of _____, 2007, before me, a Notary Public of the state and county of aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the _____ of PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

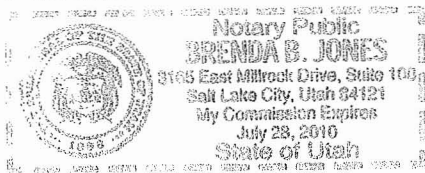
IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

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

I hereby certify that on this 14th day of January, 2007, before me, a Notary Public of the state and county of aforesaid, personally appeared MARK L. Green, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Trustee of the Mark L. Green Family Trust, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



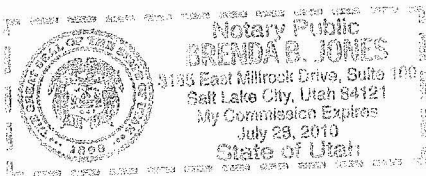
Brenda B. Jones

Notary Public

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

I hereby certify that on this 14th day of January, 2007, before me, a Notary Public of the state and county of aforesaid, personally appeared Paul M. Jensen, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Trustee of the Paul M. Jensen Family Trust, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



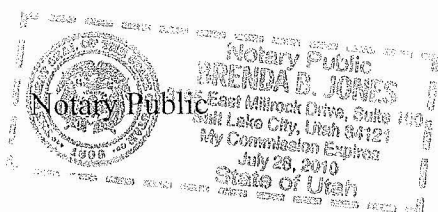
Brenda B. Jones

Notary Public

STATE OF UTAH)
 : SS.
COUNTY OF SALT LAKE)

I hereby certify that on this 14th day of January, 2007, before me, a Notary Public of the state and county of aforesaid, personally appeared Michael George Kampros known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the Trustee of the Michael G. Kampros Family Trust, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.



Brenda B. Jones

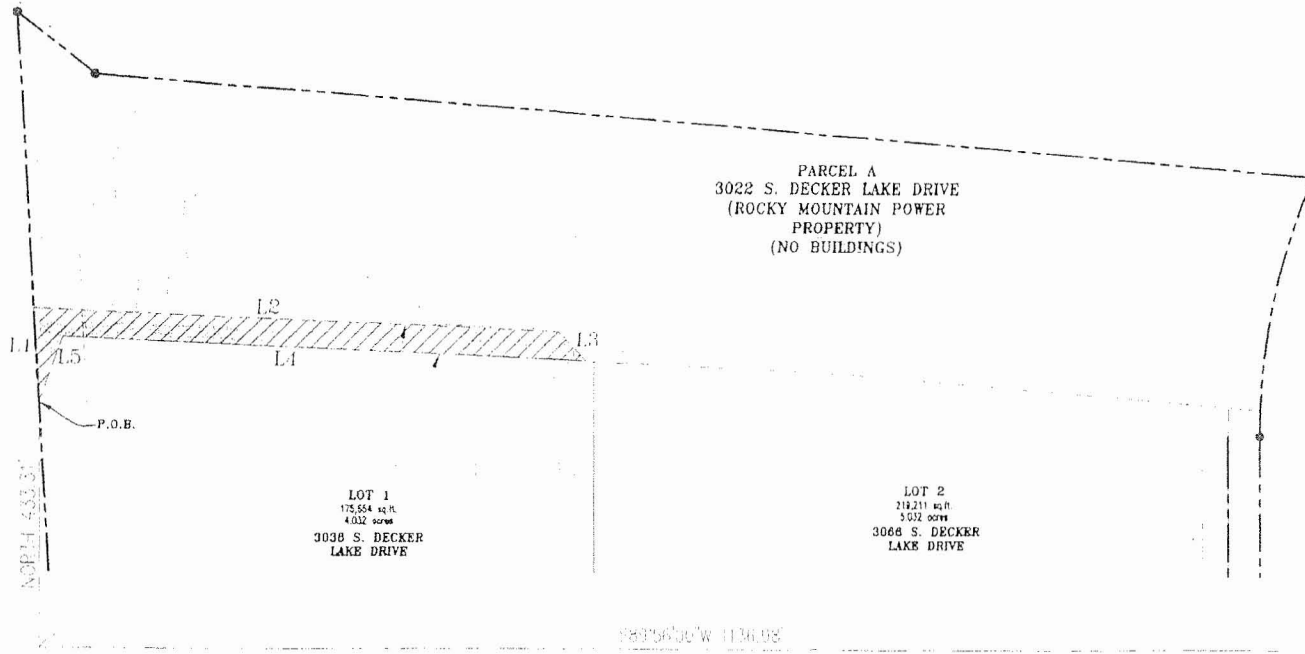
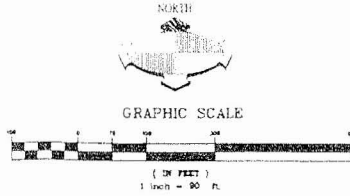
Parking and Access Easement

PROPOSED 24' ACCESS EASEMENT

BEGINNING AT A POINT AT THE NORTHERLY BOUNDARY LINE OF GRANTOR'S PROPERTY AT A POINT SOUTH 89°56'00" WEST ALONG QUARTER SECTION LINE 1136.98 FEET AND NORTH 433.31 FEET FROM THE EAST QUARTER CORNER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING THENCE NORTH 03°20'56" WEST 80.11 FEET, THENCE SOUTH 87°27'11" EAST 448.60 FEET; THENCE SOUTH 43°58'46" EAST 34.88 FEET; THENCE NORTH 87°27'11" WEST 447.43 FEET; THENCE SOUTH 20°42'19" WEST 58.60 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.267 ACRES

LINE	LENGTH	BEARING
L1	80.11	N03°20'56"W
L2	448.60	S87°27'11"E
L3	34.88	S43°58'46"E
L4	447.43	N87°27'11"W
L5	58.60	S20°42'19"W



PARCEL A
3022 S. DECKER LAKE DRIVE
(ROCKY MOUNTAIN POWER
PROPERTY)
(NO BUILDINGS)

LOT 1
175,554 sq. ft.
4.032 acres
3038 S. DECKER
LAKE DRIVE

LOT 2
218,211 sq. ft.
4.992 acres
3068 S. DECKER
LAKE DRIVE

EAST QUARTER CORNER OF SECTION 28,
TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT
LAKE BASE AND MERIDIAN
(SOUTH BAR & CAP MONUMENT)
(TRIM & 1/2)

NEW E-CENTER DEVELOPMENT
MAKR GREEN
3100 SOUTH DECKER LAKE DRIVE
WEST VALLEY CITY, UTAH

BENCHMARK ENGINEERING
AND LAND SURVEYING
PROFESSIONAL CORP., ENGINEERING & LAND SURVEYING SERVICES
9130 SOUTH STATE STREET, SUITE 100 • (801) 962-7190

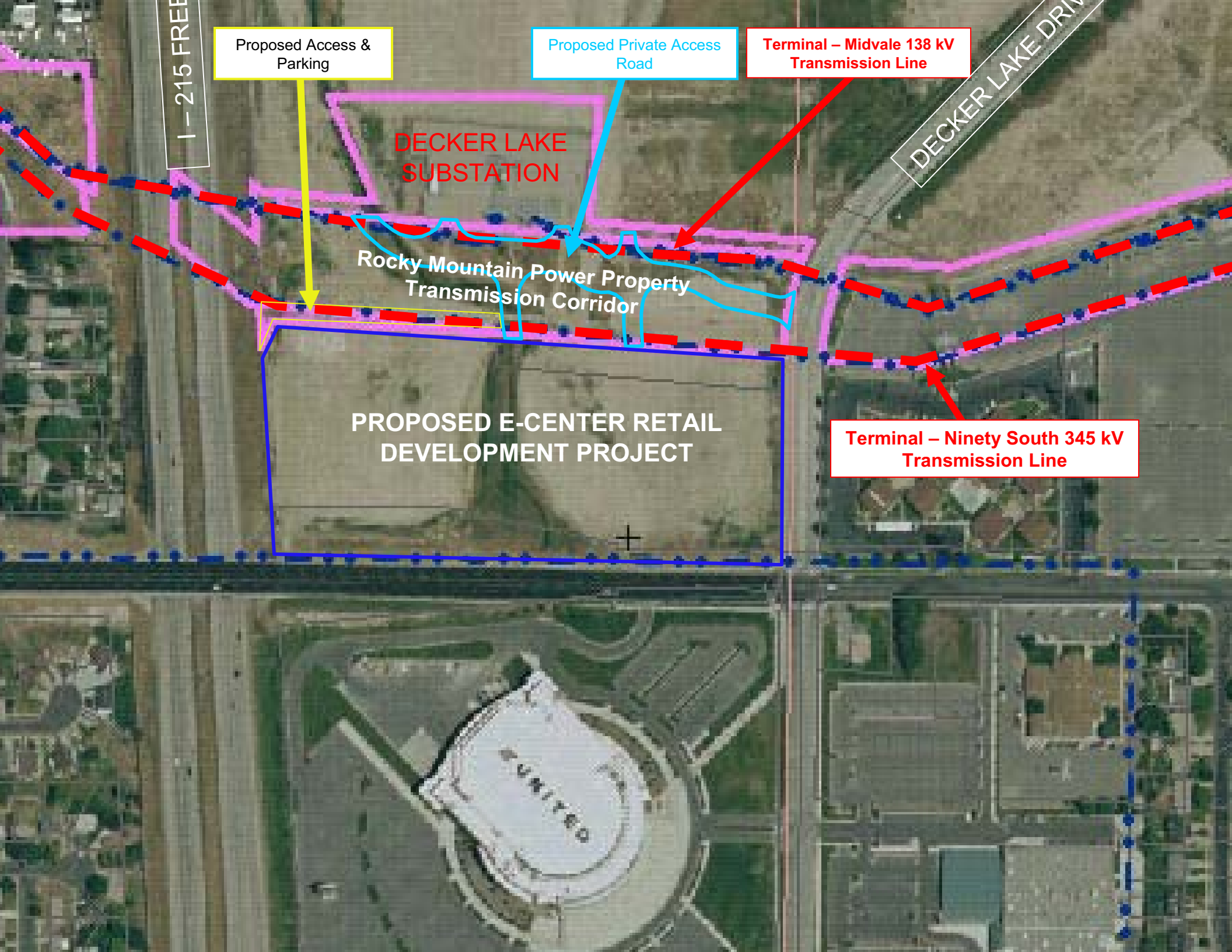


PROJECT: FRANKLIN
DATE: 08/11/2011
ADDRESS: 3038 S. DECKER LAKE DRIVE
LOT: 001507
PERMIT: 0511044
SCALE: 0.2100000000

EXHIBIT
"C"
S3
2 OF 3

ATTACHMENT C

AERIAL EXHIBIT E-CENTER EASEMENTS



I-215 FREE

Proposed Access & Parking

Proposed Private Access Road

Terminal - Midvale 138 kV Transmission Line

DECKER LAKE DRIVE

DECKER LAKE SUBSTATION

Rocky Mountain Power Property Transmission Corridor

PROPOSED E-CENTER RETAIL DEVELOPMENT PROJECT

Terminal - Ninety South 345 kV Transmission Line



ATTACHMENT D
BROKER'S ASSESSMENT

June 13, 2007

Mr. Mike Wolf
Rocky Mountain Power
1407 W. North Temple St., Suite 110
Salt Lake City, UT 84116

RE: Decker Lake Easement, West Valley City, Utah
Salt Lake County Parcel # 08-021-0005

Dear Mike:

I have reviewed the available market information for the land parcel referenced above as you have requested. This market value assessment is being provided to you for marketing purposes only. Based on our investigation and analysis of the subject property, it is our opinion that the market value of the easement is **Nine Dollars and 90/100ths per square foot (\$9.90/Square Foot)**. This assessment is made subject to general assumptions.

The subject property is in the Decker Lake Business Park. To the west is I-215, to the east is Decker Lake Drive and multi-family residential, to the northeast office uses and to the north is multi-family residential, an electrical substation, women's jail and other office and industrial development further to the north. Immediately to the south the property is being developed as a mixed use project, with retail, office and hospitality. It is believed that Holiday Inn Express is part of the project. Further to the south of the subject property on the other side of 3100 South is the E-Center and a significant amount of quality retail and hospitality uses. These include a Carmike 15 screen movie theater, Crystal Inn, Extended Stay America, Baymont Inn & Suites, Country Inn & Suites, Sleep Inn, Hale Center Theater, Cracker Barrel, Ruby Tuesday, Applebee's, Denny's, IHOP, Training Table and Chili's. The majority of the area was developed from 1997-2000. There has been limited development since then.

The property is zoned Industrial but is located within the E-Center Overlay Zone. This is intended as a conditional use zone to see that the area is developed in a manner consistent with the city's master plan. The master plan for the subject property is business, office, restaurants, entertainment or mixed use. Due to the success of the restaurant and hospitality in the area and improvement in the office market, the timing for this type of mixed use development is good.

I have provided a listed of adjusted comparables that I used to help value the property. Comparables 1 & 2 are recent sales of mixed use properties. One is located nearby in Taylorsville and the other is located in South Jordan. Minimal adjustment was necessary. Comparable 3 & 4 are nearby land sales of

hospitality uses. These were adjusted upward because they occurred in 1996 and 1997 and slightly downward because they are a slightly better location (proximity to 3500 South and the I-215 interchange. The remaining comparables used were restaurant land sales that occurred from 1997 to 2000. These were adjusted upward because of their age and the improved land value of today's market and downward for use and location.

The analysis

Based on the analysis of the comparables, it is believed that the market value of the subject property is \$9.90 per square foot without adjustments for encumbrances associated with the transmission corridor or whether other abnormal costs associated with development of the property exist. A spreadsheet of the comparables with detailed of their adjustments is attached.

If you have any questions or require further information, please call me.

Respectfully Submitted,

COMMERCE CRG



Thomas W. Kirk, CCIM

TWK/by

Encl.

**Market Value Assessment
Decker Lake Easement**

Comparables
April 13, 2007

	#1 Comparable	#2 Comparable	#3 Comparable	#4 Comparable	#5 Comparable	#6 Comparable	#7 Comparable
Address	2715-2755 West 5400 South	377 West 10200 South	2310 West City Center CT	3325 South 2300 West	3375 South 2175 West	3369 S Decker Lake Dr	3369 S Decker Lake Dr.
City	Taylorville	South Jordan	West Valley	West Valley	West Valley	West Valley	West Valley
County	Salt Lake	Salt Lake	Salt Lake	Salt Lake	Salt Lake	Salt Lake	Salt Lake
Acreage	6.33	7.57	3.00	2.75	2.00	2.13	1.04
Sale price	\$2,375,000	\$3,240,000	\$846,589	\$776,756	\$968,831	\$1,050,000	\$519,500
Price per Square Foot	\$8.61	\$9.83	\$6.48	\$6.48	\$11.12	\$11.32	\$11.47
Buyer	Bennion Cove LLC	Jordan Gateway Development	Extended Stay of America	Crystal Inn	Applebee's	Training Table	IHOP Realty Corp
Seller/Listor	ERT Development Corp	Technology Partners	Midvalley Partners, LTD	Midvalley Partners, LTD	Midvalley Partners, LTD	Midvalley Partners, LTD	Traning Talbe
Date	25-Oct-06	4-Jan-06	1-Jan-97	1-Oct-96	9-Oct-97	17-May-00	11-Aug-00
Zoning	MD-3 (Mixed Development)	Retail/Office	C-2	C-2	C-2	C-2	C-2
Use	Commercial/Residential	Retail/Office	Hotel	Hotel	Restaurant	Restaurant	Restaurant
Adjustments							
Location	Slightly Inferior (5%)	Slightly Superior (-5%)	Slightly Superior (-5%)	Slightly Superior (-5%)	Slightly Superior (-5%)	Slightly Superior (-5%)	Slightly Superior (-5%)
Site Characteristics	Equal	Equal	Equal	Equal	Equal	Equal	Equal
Lot Size	Equal	Equal	Equal	Equal	Equal	Equal	Equal
Market Conditions	Equal	Slightly Inferior (5%)	Very Inferior (20%)	Very Inferior (20%)	Very Inferior (20%)	Very Inferior (20%)	Very Inferior (20%)
Use	Equal	Equal	Equal	Equal	Superior (-10%)	Superior (-10%)	Superior (-10%)
Other	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Net Adjustment	5%	0%	15%	15%	5%	5%	5%
Net Valuation	\$2,493,750	\$3,240,000	\$973,577	\$893,269	\$1,017,273	\$1,102,500	\$545,475
Net Valuation per Square Foot	\$9.04	\$9.83	\$7.45	\$7.46	\$11.68	\$11.88	\$12.04

Median of Adjusted Values (per Square Fo) **\$9.83**

Average Adjusted Value (per Square Foot) **\$9.91**

Estimated Value of Subject (per Square Fo) **\$9.90**
*without adjustment for encumbrances

ATTACHMENT E
ACCOUNTING ENTRIES

SALES AND DISPOSITIONS

	Name	Parcel(s)	Asset Class	Sales Price (FERC Acct 131)	Closing Cost	Land Portion	Book Value (FERC Acct 131)	Gain/Loss	Trans to OR Balancing Acct (FERC Acct 254)	Net Gain/Loss (FERC Acct 421)
Mar-08	E-Center-Decker Lake Roadway Easement	UTSL-0575	35010	321,502.45	1,852.91	319,649.54	9,239.80	310,409.74	(\$87,053.79)	397,463.53
Mar-08	E-Center-Decker Lake Parking Easement	UTSL-0575	35010	57,568.50	604.00	56,964.50	1,654.61	55,309.89	(15,511.55)	70,821.44
Mar-08	E-Center-Decker Lake Roadway Easement	UTSL- 0588	35010	8,864.51	51.09	8,813.42	625.86	8,187.56	(2,296.18)	10,483.74
	TOTAL E-Center			387,935.46	2,508.00	385,427.46	11,520.27	373,907.19	(104,861.52)	478,768.71