



April 28, 2020

**VIA ELECTRONIC FILING**

Public Utility Commission of Oregon  
201 High Street SE, Suite 100  
Salem, OR 97301-3398

Attn: Filing Center

**RE: UPN \_\_\_—PacifiCorp Notice of Property Disposition—Parking Lot Lease**

Under ORS 757.480(2), PacifiCorp d/b/a/ Pacific Power (PacifiCorp or Company) hereby provides notice of the company's agreement to enter into a lease agreement (Lease) with Pacific Landing V, LLC (Pacific Landing) to facilitate access to the property adjacent to transmission facilities located in Salt Lake County, Utah. In accordance with the terms of the Lease, Pacific Landing will pay PacifiCorp **[begin confidential]** \$ [REDACTED] **[end confidential]** on an annual basis for 10 years, with annual increases of 2.5 percent, to lease the property for a parking lot. Pacific Landing has the option to extend the Lease for two additional five-year terms. A copy of the Lease is provided as Confidential Attachment A. PacifiCorp requests confidentiality of the Lease, including the dollar figures in this notice, the disclosure of which could erode PacifiCorp's negotiating power in the future.

Pacific Landing made a request to PacifiCorp to use a portion of property adjacent to the Company's transmission facilities for a parking lot. This will not conflict with PacifiCorp's current or future facility needs. ORS 757.480(2) requires notice be provided within 60 days of the completed transaction. The Lease between PacifiCorp and Pacific Landing was executed on November 29, 2019. PacifiCorp takes its commitment to regulatory filing requirements seriously and has implemented changes to its processes to prevent late notice in the future.

The total compensation agreed to for the Lease was approximately **[begin confidential]** \$ [REDACTED] **[end confidential]** for the initial 10-year term on a total-company basis, of which approximately **[begin confidential]** \$ [REDACTED] **[end confidential]** is allocated to Oregon. Providing the Lease to Pacific Landing will not interfere with PacifiCorp's ability to operate its facilities or impede access to the Company's property. The public is not harmed because PacifiCorp will continue to be able to fulfill its obligation to provide safe, reliable electric service.

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

By email (preferred): [datarequest@pacificorp.com](mailto:datarequest@pacificorp.com).

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

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Please direct any informal questions with respect to this filing to Jennifer Angell, Regulatory Project Manager, at (503) 331-4414.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Wilding". The signature is fluid and cursive, with a long, sweeping tail on the final letter.

Michael Wilding  
Director, Regulation

Enclosure

**CONFIDENTIAL  
ATTACHMENT A**

**LEASE AGREEMENT**

## LEASE AGREEMENT

This Lease Agreement ("Lease") is entered into by and between PACIFICORP, an Oregon corporation ("Lessor") and Pacific Landing V, LLC, c/o California Ave. Farm, LLC ("Lessee").

### RECITALS

A. Lessor owns real property, known as Salt Lake County, Utah, located at approximately 1322 N. 2200 W., Salt Lake City, UT.

B. Lessee desires to lease from Lessor that portion of Lessor's Property ("Premises") more particularly described and depicted on Exhibit A, of which exhibit is attached hereto and incorporated into this Lease by this reference.

C. Lessor has used and will continue to use the Premises for the construction, operation, maintenance, repair, and replacement of transmission and distribution lines and other facilities and equipment normally associated with the generation and distribution of power and/or the use or leased use of the Premises for communication structures and facilities. Lessor also uses and will continue to use the Premises to access adjoining properties and facilities, including properties and facilities that may be used in the future. The uses described in this paragraph, as they may be limited or further specified in this Lease, are referred to collectively as "Lessor's Uses."

D. Lessee desires to use the Premises in connection with Lessee's business, for such uses more particularly described in this Lease.

### TERMS AND CONDITIONS

**IN CONSIDERATION** of the mutual promises and subject to the conditions set forth below, Lessor and Lessee agree as follows:

1. **Lease.** Lessor hereby leases the Premises to Lessee for the specific purposes specified in this Lease subject to Lessor's Uses and further subject to all other terms and conditions set forth herein.
- 2.
3. **Conditions Precedent to Granting Lease.** Lessee must fulfill the following conditions to Lessor's satisfaction prior to execution of this Lease Agreement. Lessee must tender payment of a \$500.00 application fee for the administrative costs associated with granting this lease, which Lessor acknowledges it has already received from Lessee on September 6, 2019. Lessee has prepared a survey drawing attached hereto as Exhibit B and incorporated into this Lease by this reference that shows the existing grade and proposed changes to grade to ensure that Lessee is not directing water over Lessor's property in any manner that interferes with Lessor's Uses and including engineering plans for the proposed drainage system. Lessor has reviewed, accepted and approved the Exhibit B to be undertaken by Lessee. **Term.** The initial term of this Lease shall be ten (10) years, commencing on November 1, 2019 (the "Commencement Date") and terminating on October 31, 2029, unless earlier terminated as provided in herein. In addition, Lessee shall have two (2) five (5) year options ("Renewal Option(s)") to renew the Term of this Lease ("Renewal Term(s)") under the same terms, conditions and covenants in this Lease. Lessee shall exercise the Renewal Option by written notice to Lessor no later than 180 days prior to the expiration of the initial Lease Term or a Renewal Term.

4. **Rent.** Commencing on the date hereof, Lessee shall pay Lessor as rent for the Premises ("Rent") the annual amount of [REDACTED] dollars ([REDACTED]) per year in advance for the first year of this Lease. Rent shall be increased on the anniversary date each year throughout the term of this Lease, including Renewal Terms, by 2.5% calculated by multiplying the Rent in effect immediately prior to such anniversary by 1.0250. In addition, any increase in taxes, impositions, and/or assessments related to the Premises payable for years after 2019 which are due to any of Lessee's commercial use of or improvements made to the Premises will be paid for and born solely by Lessee. Each Rent payment shall be paid to Lessor at the address indicated for notice to Lessor, unless otherwise specified by Lessor in writing
5. **Lessee's Use of the Premises.** Lessor acknowledges, accepts and agrees the Premises are adjacent to Lessee's existing commercial industrial facilities presently existing and future similar facilities to be constructed and that such facilities are leased by Lessee to commercial tenants of Lessee ("Lessee's Tenants"). Subject to the terms and conditions of this Lease, the Premises may be used by Lessee and Lessee's Tenants for the parking of Lessee's and Lessee's Tenants employee's and customer's motorized vehicles and tractor trailers ("Lessee's Uses") and for no other purposes whatsoever. Notwithstanding Lessee's Uses, Lessee's and Lessee's Tenants use of the Premises shall be done in such a manner so as to not interfere with or impair Lessor's use of the Premises for Lessor's Uses. The Premises are leased to Lessee and accepted by Lessee and Lessee's Tenants in their present condition without warranty by Lessor as to present or future condition. Provided Lessor shall have the right to maintain the power lines and associated equipment and facilities which are now or hereafter constructed and operated by Lessor on the Premises, Lessor is under no obligation to repair, maintain, or improve the Premises. Nothing in this Agreement shall be construed as to give Lessee or Lessee's Tenants any right to use the Premises or other property or facilities except for Lessee's Uses.
6. **Improvements.** Lessee may make improvements or changes to the Premises, including changing existing ground elevation, excavating, constructing any structure or lighting structure, or landscaping to the Premises in accordance with the engineered plans attached hereto in Exhibit B. If Lessee desires to make any changes whatsoever to the improvements depicted in Exhibit B, Lessee shall provide Lessor with revised detailed plans and specifications for the proposed change Lessor's approval which shall be approved or revised within thirty (30) business days after submission to Lessor. All plans and specifications shall meet any requirements provided by Lessor to Lessee, subject to approval by all other Authorities Having Jurisdiction. Lessee may begin constructing improvements in accordance with Exhibit B upon both parties execution of this Lease. All improvements shall be made in a good and workmanlike manner. Any improvement that violates building codes or the laws or ordinances of any governing jurisdiction, or that harm Lessor's power lines and related equipment or the Premises in any manner, as determined solely by Lessor, shall be timely cured by Lessee at Lessee's sole expense and in a manner satisfactory to Lessor, in Lessor's sole discretion.
7. **Additional Restrictions On Use and Improvements.**
- (a) Lessee shall not place or store any flammable material, including but not limited to chemical solvents, fuels, rubbish piles, haystacks, or lumber products, on the Premises, excluding from this prohibition, however, motor vehicle fuels and lubricants properly and normally contained in vehicles coming on to the Premises. Lessee shall not cause any structure, building, or equipment to be placed, erected, or stored on the Premises, except such as may be approved by Lessor prior to any construction thereof in accordance with the terms of this Lease. Due to the existence of high voltage electrical equipment Lessee's shall not place or store any equipment of any type on the Premises that exceeds fifteen (15) feet Persons working or occupying the Premises shall not be allowed to work or occupy any space above fifteen (15) feet from the ground. In addition, Lessee shall advise all persons of the height restrictions encumbering the Premises. Lessee understands the risk of injury or death associated with Lessor's power lines and that electricity can arc between lines and persons or objects within twenty (20) feet of the lines. In addition, Lessee shall advise all persons to remain at least twenty feet from such power lines. Lessee understands

the risk of injury or death associated with Lessor's power lines and that electricity can arc between lines and persons or objects within twenty feet of the lines. Lessee assumes all risks related thereto.

(b) Lessee shall be solely responsible for the operation, maintenance and repair of the drainage system. Lessee shall be solely responsible for ensuring that the drainage system does not in any way cause flooding or pooling of water on Lessor's property or interfere with Lessor's Uses in any way. Lessee shall be solely liable for any and all damage to, or interference in any way with, Lessor's Property and/or Lessor's electric utility company resulting from or in any way related to, or in any way arising from the existence, operation or maintenance of the drainage system.

8. **Leasehold Mortgages Prohibited.** Lessee may not hypothecate, encumber, pledge or mortgage its interest in this Lease.

9. **No Assignment and Subletting.** This Lease may not be transferred or assigned in whole or in part and may not be sublet without the express written approval of Lessor. Lessor acknowledges, accepts, approves and agrees that Lessee's Uses includes use of the Premises by Lessee's Tenants and that the use of the Premises by Lessee's Tenants is not a transfer, assignment or subletting of this Lease. Lessee is therefore not required to comply with this Section 9 for any use of the Premises by Lessee's Tenants under a valid and existing lease with Lessee. In the event Lessee makes a request for transfer, assignment or sublet, Lessee agrees to pay Lessor a processing and review fee of \$2,000.00. In the event Lessee desires to transfer or assign all of its right, title, and interest under this Lease in and to the Premises such transferee or assignee shall, in a writing reasonably acceptable to Lessor, assume all duties, responsibilities and obligations of Lessee under this Lease and agree to be bound by all provisions contained herein, such transferring Lessee shall be released from all rights, duties, and obligations of Lessee under this Lease, except with respect to any rights, duties, responsibilities, and/or obligations which accrued during the period such transferring Lessee was the Lessee hereunder.

Lessor is aware that at the beginning of this lease, the Lessee intends to rent space within existing and a new industrial buildings to be constructed on land adjacent to the Premises after execution of this lease and the Premises under this lease will be used by Lessee's future tenants of the of said industrial building for the uses described in Section 5.

10. **No Liens, Encumbrances or Claims.** In the event any lien, encumbrance, or claim not previously approved in writing by Lessor is filed or recorded against the Premises as a result of any action or inaction by Lessee, the Lessee shall immediately remove same.

11. **Lessor's Use.** It is understood and agreed upon that Lessor reserves the right to access the Premises at any time for Lessor's Uses, including the maintenance or repair of its existing power lines and associated equipment and facilities and the placement of additional lines and equipment upon the Premises. It is further understood and agreed upon that Lessor shall reserve the right to add to, change, or enlarge its power lines and associated facilities and structures on the Premises, including such equipment and facilities of others, including fiber optic and cable lines ("Lessor Alterations"). In no event shall Lessor have any obligations, duties, or liabilities to Lessee with respect to loss or diminution of use caused thereby to Lessee or the Premises. However, if such Lessor Alterations require Lessee to make changes to any of Lessee's structures or other improvements located on the Premises, Lessor shall give Lessee at least 40 (40) business days advance notice and thereafter work cooperatively with Lessee to allow Lessee to make reasonable changes or additions (subject to Lessor's approval) to the parking improvements as necessary to mitigate any adverse affects of the Lessor Alterations. Lessee acknowledges that future power lines may be constructed within the Premises which may result in some disruption, displacement, or temporary loss of access during the time of construction. Lessee shall not be entitled to any loss or damage due to the above maintenance or new improvements to the Premises by Lessor.

**12. Compliance With Law.** Lessee shall, at all times, comply with all laws, ordinances, and regulations affecting or pertaining to Lessee's use or occupation of the Premises, including environmental laws and regulations. Lessee shall indemnify, defend, and hold harmless Lessor from loss, cost, or damage by reason of any actual or alleged violation by Lessee thereof, and from any liability, including fines, penalties and other costs, arising out of Lessee's failure to so comply. Lessee shall at all times keep the Premises in a neat and orderly manner reasonably satisfactory to Lessor. Lessee shall not commit or suffer to be committed any waste upon the Premises or any nuisance or other act or thing which may disturb adjoining land owners or which may violate the law. The parties agree not to take any action that will seek to void or invalidate this Lease, or otherwise participate in any challenge to the validity or enforceability of this Lease, on the basis that this Lease, or any of its terms or conditions, may violate any laws, ordinances or regulations relating to the division or subdivision of land.

**13. Other Indemnification.** Lessee shall release, indemnify, defend, and hold Lessor harmless from any and all liability, claim, loss, costs, damages, or expenses (collectively, "Liabilities") arising by reason of any personal injury, including death, or property damage, including Lessee's property and the property of all other persons, occurring on or about the Premises, or arising in connection with Lessee's use or occupation of the Premises, except for any Liabilities arising from activities associated with Lessor's ongoing uses of the Premises described in Section 11. Lessee covenants and agrees to, at all times, protect Lessor and the Premises, including Lessor's improvements or property on the Premises, from any and all injury, damage, or loss by reason of Lessee's occupation of the Premises or from any cause whatsoever growing out of or related to Lessee's use thereof. The indemnification obligations of Lessee described herein shall include, without limitation, any Liabilities of Lessor relating to the Lease and/or any rights set forth herein (as described in Section 16 below).

Lessee shall be responsible for its own acts and the results thereof, and therefore agrees that it will assume all risk and liability to itself, its agents, employees, consultants, contractors and subcontractors, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents, employees, consultants, contractors and subcontractors under this Lease, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or by the failure to exercise proper precautions, of or by itself or its own agents, employees, consultants, contractors and subcontractors while occupying or visiting the Premises.

Lessee hereby, on behalf of itself, its employees, officers, partners, subsidiary and affiliated companies, agents, contractors, and invitees, and any and all parties claiming by through or under any of the foregoing, waives its right to recover from, and forever releases and discharges, Lessor, its shareholders, directors, officers, partners, parent companies, subsidiaries, and affiliates, and the employees, contractors, consultants and agents of each of them, and their respective heirs, successors, personal representatives and assigns (collectively, the "Grantor Parties"), from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs, or expenses whatsoever (including, without limitation, attorneys' fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected to the use and operations by Lessee, or from any defects in the Premises whether apparent or hidden, or from the installation, existence, use, maintenance, condition, repair, alteration, removal or replacement of any improvements thereon, including, without limitation, any damage to property or personal injury.

**14. Insurance.** Without limiting any liabilities or any other obligations of Lessee, Lessee shall, prior to leasing property and commencing Work, secure and continuously carry with insurers having an A.M. Best Insurance Reports rating of A-VII or better such insurance as will protect Lessee from liability and claims for injuries and damages which may arise out of or result from Lessee's use or operations under the Contract and for

which Lessee may be legally liable, whether such operations are by Lessee or a SubLessee or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Lessee shall insure the risks associated with the Work, use or occupancy of the premises and this Contract with minimum coverages and limits as set forth below:

Workers' Compensation. Lessee must comply with all applicable Workers' Compensation laws and shall furnish proof thereof satisfactory to Company prior to commencing any work.

Employers' Liability. Lessee shall maintain employers' liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.

Commercial General Liability. Lessee shall maintain commercial general liability insurance on the most recently approved ISO policy form, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate and shall include the following coverages:

1. Premises and operations coverage
2. Independent Lessee's coverage
3. Contractual liability
4. Coverage for explosion, collapse and underground property damage
5. Broad form property damage liability
6. Personal and advertising injury liability, with contractual exclusion removed
7. Sudden and accidental pollution liability, as applicable

Business Automobile Liability. Lessee shall maintain business automobile liability insurance on the most recently approved ISO policy form, or its equivalent, with a minimum single limit of \$1,000,000 each accident for bodily injury and property damage including sudden and accidental pollution liability, with respect to Lessee's vehicles whether owned, hired or non-owned, assigned to or used in the performance of the Work, use or occupancy of the premises.

Umbrella or Excess Liability. Lessee shall maintain umbrella or excess liability insurance with a minimum limit of \$5,000,000 each occurrence/aggregate where applicable on a following form basis to be excess of the insurance coverage and limits required in employers' liability insurance, commercial general liability insurance and business automobile liability insurance above. Lessee shall provide Notice to Company, if at any time the full umbrella limit required under this Contract is not available, and will purchase additional limits, if requested by Company.

Company does not represent that the insurance coverages specified herein (whether in scope of coverage or amounts of coverage) are adequate to protect the obligations of Lessee, and Lessee shall be solely responsible for any deficiencies thereof.

Except for workers' compensation, the policies required herein shall include provisions or endorsements naming Company, its parent, divisions, affiliates, subsidiary companies, co-lessees, co-venturers, officers, directors, agents, employees, servants and insurers as additional insureds or loss payees, as applicable to specific insurance coverage. The commercial general liability additional insured endorsement shall be ISO Form CG 20 10 and ISO Form CG 20 37, or their equivalents

To the extent of Lessee's negligent acts or omissions, all policies required by this Contract shall include: (i) provisions that such insurance is primary insurance with respect to the interests of Company and that any other insurance maintained by Company (including self-insurance) is excess and not contributory insurance with the insurance required hereunder; and (ii) provisions that the policy contain a cross liability or severability of interest



clause or endorsement in the commercial general liability and automobile liability coverage. Unless prohibited by applicable law, all required insurance policies shall contain provisions that the insurer will have no right of recovery or subrogation against Company, its parent, divisions, affiliates, subsidiary companies, co-lessees or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the Parties that the insurance as effected shall protect all of the above-referenced entities evidenced by waiver of subrogation wording.

A certificate of insurance shall be furnished to Company confirming the issuance of such insurance prior to the use or commencement of Work by Lessee. Should a loss arise during the Term of the Contract that may give rise to a claim against Lessee and/or Company as an additional insured, Lessee shall deliver to Company (or cause to be delivered to Company) certified copies of such insurance policies. Lessee shall not cancel or reduce limits of liability without (i) ten (10) calendar days prior written Notice to Company if canceled for nonpayment of premium; or (ii) thirty (30) calendar days prior written Notice to Company if canceled for any other reason. Lack of notification shall be considered a material breach of this Contract.

Lessee shall require SubLessees who perform Work at the Work Site to carry liability insurance (auto, commercial general liability and excess) and workers' compensation/employer's liability insurance commensurate with their respective scopes of work. Lessee shall remain responsible for any claims, lawsuits, losses and expenses included defense costs that exceed any of its SubLessees' insurance limits or for uninsured claims or losses.

**15. Termination.** This Lease may be terminated prior to the expiration of its initial term or any additional term upon the happening of any of the following events:

- (a) Any failure by Lessee to pay rent, or any other monetary sums required to be paid under this Lease, where such failure continues for thirty (30) days after written notice thereof by Lessor to Lessee; or
- (b) A failure by Lessee to observe and perform any other term, covenant, or condition of this Lease to be observed or performed by Lessee where such failure continues for thirty (30) days after written notice thereof by Lessor to Lessee; provided, however, that if the nature of the default cannot reasonably be cured within the thirty (30) day period, Lessee shall not be deemed to be in default if Lessee shall within the thirty (30) day period commence action to cure the default and thereafter diligently prosecute the same to completion.
- (c) Lessee may terminate this lease at any time if Lessor's Uses described in Section 11 reduce any area of the Lessee's site improvements proposed or constructed on the premises depicted in Exhibit B by giving the other party 60-day written notice of its intent to do so. Prepaid rent that has been unused at the time of lease termination will be returned to the Lessee. As an example, if the lease is terminated but there are four months of term remaining that have been paid for, the annual rent will be divided by twelve for that year of the lease and the monthly amount will be multiplied by 4 for the total rent to be refunded.

**16. Events Upon Termination.** Upon termination of this Lease, Lessee shall not be entitled to damages of any kind, including lost profits or relocation costs or expenses. If, upon the expiration or termination of the Lease, Lessor is required to dispose of improvements made by Lessee which are not affixed to the real property or which have not been consented to in writing by Lessor, then Lessee agrees to reimburse Lessor for the reasonable costs of such removal.

**17. Lessor's Other Rights.** In addition to all other rights provided herein or by law, Lessor shall have the right to enter upon and inspect the Premises at all reasonable times, to show or sell the Premises to prospective Lessees (during the last 90 days of the term of the Lease) or purchasers, to assign its rights under this Lease, or to mortgage or pledge the Premises as security to a lender, in which event the Lessee will subordinate its

rights as may be reasonably necessary to accommodate the security interest of lender. In any event, this Lease shall continue in full force and effect unless terminated according to the terms hereof.

**18. Miscellaneous.**

- (a) **Notice.** Any notice, consent or request under this Lease shall be made and in writing and is considered given under this Lease when actually received, either as a result of: (i) personal delivery to the recipient named below, or (ii) delivery by United States mail, either registered or certified, as evidenced by return receipt, addressed by name and address to the party or person intended. All notices shall be given to the following:

LESSOR:                   PacifiCorp  
                                  c/o Rocky Mountain Power  
                                  Property Management Department  
                                  1407 West North Temple, suite 110  
                                  Salt Lake City, Utah 84116

LESSEE:                   Pacific Landing c/o California Ave Farm  
                                  1881 Jeremy Dr.  
                                  Murray, UT 84121

Upon written notification, any party may designate a different individual or address for notices.

- (b) **Titles and Captions.** Section titles and captions to this Lease are for convenience only and shall not be deemed part of this Lease and in no way define, limit, augment, extend, or describe the scope, content, or intent of any part or subparts of this Lease.
- (c) **Applicable Law.** This Lease shall be construed in accordance with and governed by the laws of the state of Utah.
- (d) **Binding Effect Upon Successors.** This Lease shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns; provided that this provision shall not be construed as permitting assignment, substitution, delegation, or other transfer of rights or obligations except strictly in accordance with the provisions of this Lease.
- (e) **Integration.** This Lease constitutes the entire agreements between the parties pertaining to the subject matter hereof, and supersedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Lease shall affect or be deemed to interpret, change, or restrict the express provisions hereof.
- (f) **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Lease or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement term, or condition. Any party may, by notice delivered in the manner provided in this Lease, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Lease but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other breach.

- (g) **Rights and Remedies.** The rights and remedies of any of the parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Lease shall not preclude the exercise of any other provisions. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. Except as specifically provided herein, the respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.
- (h) **Severability.** In the event any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Lease and shall in no way effect any other covenant or condition contained herein. If such condition, covenant, or other provisions shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth lease by law.
- (i) **Enforceability and Litigation Expenses.** If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Lease or if a party finds it necessary to retain an attorney to enforce its rights under this Lease, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorney's fees, shall be paid by the non-prevailing party.
- (j) **Authorization.** Each individual executing this Lease represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he signs to execute and deliver this Lease in the capacity and for the entity set forth where he signs and that as a result of his signature, this Lease shall be binding upon the party for which he signs.
- (k) **Recordation.** This Lease may not be recorded on behalf of either party, but in lieu thereof, Lessor and Lessee agree that each will, upon execution of this Lease, execute, in recordable form, a "short form" of the Lease, which shall contain a description of the Premises, the term of the Lease, and the parties to the Lease. The short form of the Lease shall not modify the terms of the Lease or be used in interpreting the Lease and in the event of any inconsistency between this Lease and the short form of the Lease, the terms and conditions of this Lease shall be controlling.
- (l) **Counterparts.** This Agreement may be executed in multiple counterparts, which taken together shall constitute one and the same instrument and each of which shall be considered an original for all purposes.
- (m) **Jury Waiver.** To the fullest extent lease by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement on the day and year last below written.

LESSOR:

**PACIFICORP, an Oregon Corporation**

BY: Robert B. Rigby

Printed Name and Title: ROBERT B. RIGBY  
DIRECTOR REAL ESTATE

Date: 11-25-19

LESSEE:

**Pacific Landing V, LLC c/o California Ave Farm, LLC**

BY: Sally A. [Signature]

Printed Name and Title: MANAGER

Date: 11/5/2019

**EXHIBIT A**  
**Approximate Lease Area**

*Faint, illegible handwritten text, possibly including a date like 11-19-11.*

08-21

CITY

08-28

08282260020000

UTAH POWER & LIGHT CO  
1320 N 2200 W

N 2200 W

2008

# Parcel

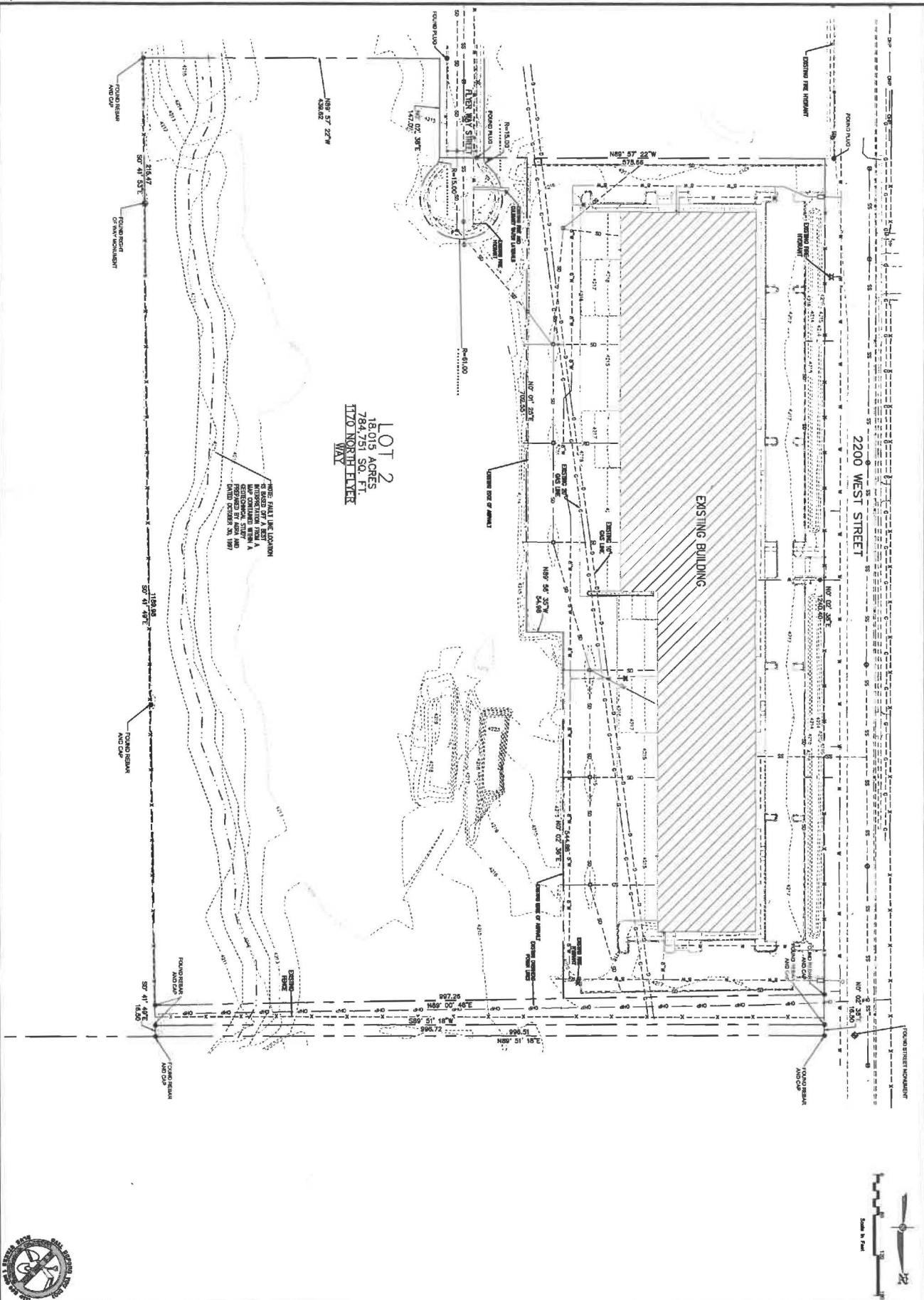
**Parcel Record** 08282260020000  
**Owner** UTAH POWER & LIGHT CO  
**Address** 1320 N 2200 W  
**Total Acreage** 0.87  
**Tax Class Id** 804  
**Property Type** 955  
**Tax District** 13Q  
**% Exempt** 100  
**Exempt Type** T  
**Municipal Zone** BP  
**MLS Number**

## Valuation / Tax Year 2019

**Land Value** \$ 194,600  
**Building Value** \$ 0  
**Final Value:** \$ 194,600

## Legal Description:

BEG N 89;57'22" W 307 FT & S 0;02'38" W 16.5 FT FR NE  
COR SEC 28, T1N, R1W, SLB & M; S 0;27'30" E 30 FT; S  
89;12'45" W1009.95 FT; N 0;02'38" E 44.65 FT; S  
89;57'22" E 1009.58 FT TO BEG. 0.87 AC M OR L. 5916-  
2506



**LOT 2**  
 13.013 ACRES  
 784,751 SQ. FT.  
 1720 NORTH FLYER WAY

THESE STATE LAND LOCATIONS ARE SUBJECT OF A DEED OF RESERVATION FROM A CERTAIN TRACT OF LAND IN SOUTHERN COUNTY, ILLINOIS, DATED DECEMBER 20, 1891

EXISTING BUILDING

2200 WEST STREET

SHEET NO. **CO.1**  
 PROJECT NO. **100-01**  
 DATE: **06/16/19**  
 DRAWN BY: **SM**  
 CHECKED BY: **SM**



**PAC LANDING 5 BUILDINGS 2 AND 3**  
 1180 NORTH AND 1250 NORTH FLYER WAY SLG, UTAH  
**EXISTING SITE**

**CIR ENGINEERING, L.L.C.**  
 3032 SOUTH 1030 WEST, SUITE 202  
 SLG, Utah 84119 - 801-948-8288

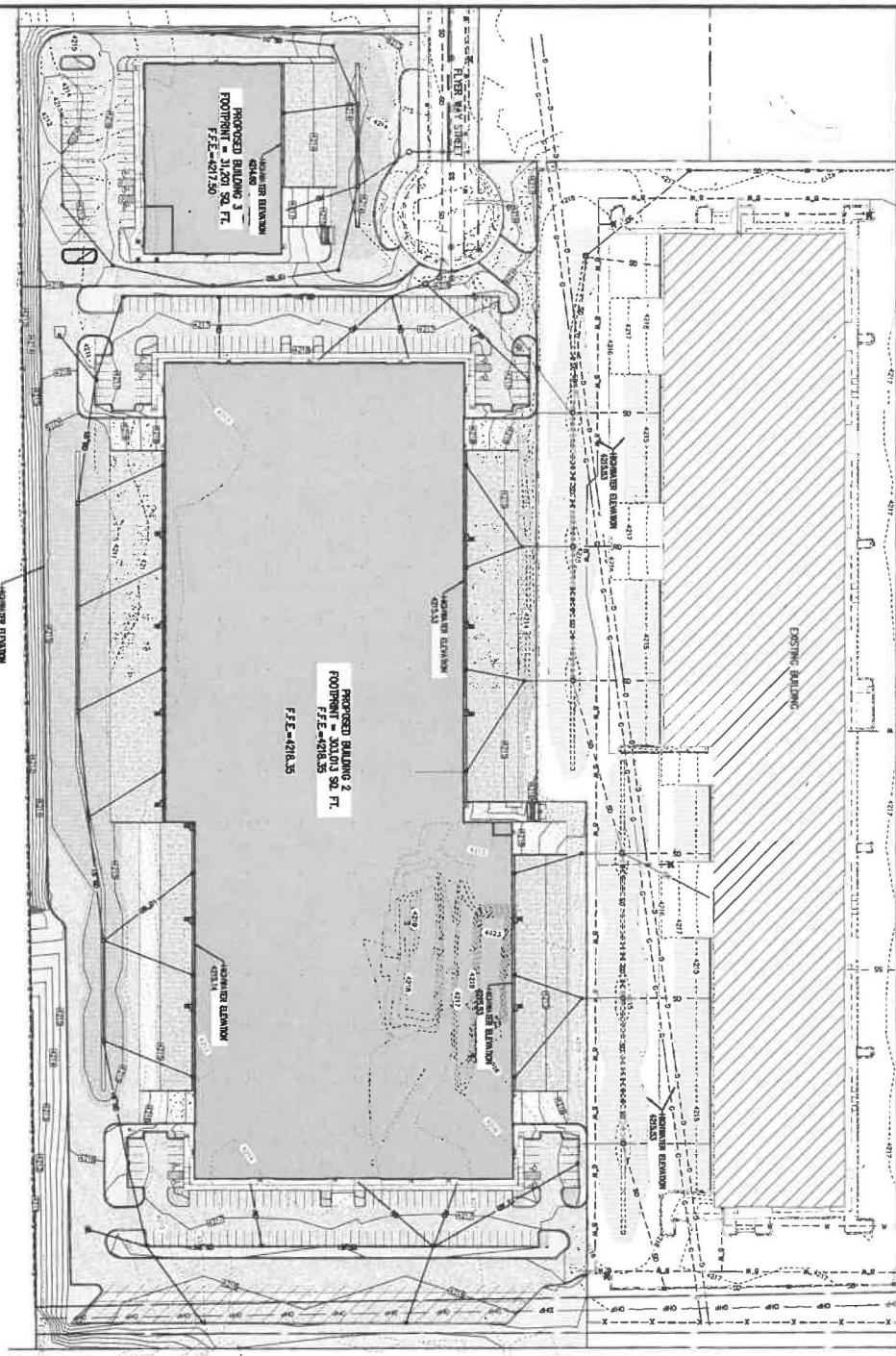
NO.	REVISIONS	BY	DATE

DESIGNER: **SM** PROJECT ENGINEER: **SM**





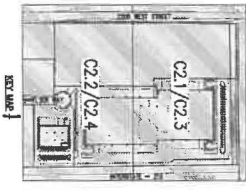
**EXHIBIT B**  
**Improvements Plans**



**SHEET LEGEND**

RETENTION AREA

SEE OVER SHEET FOR PROJECT LEGEND.



NO.	REVISIONS	BY	DATE

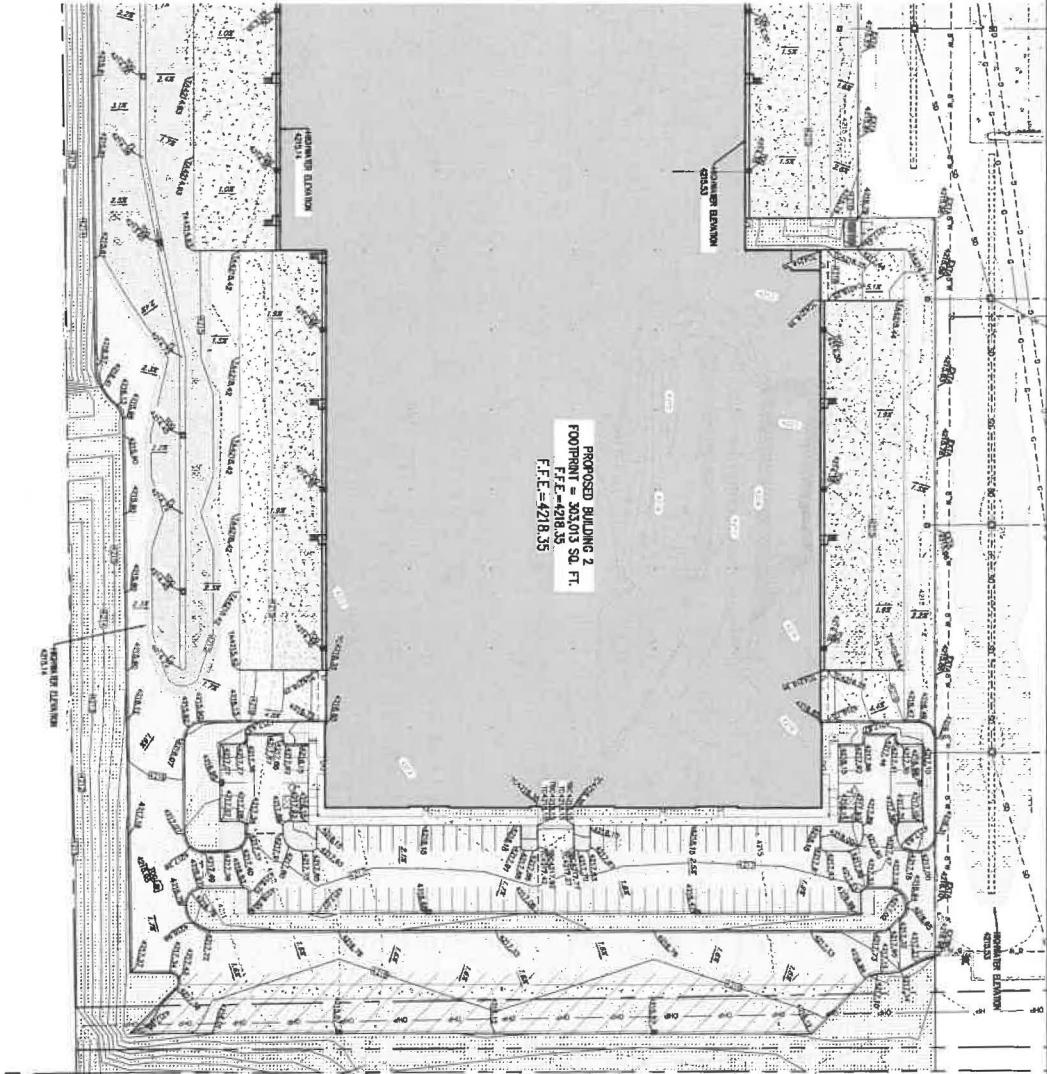
DESIGNER: SDT PROJECT ENGINEER: SDT

**PAC LANDING 5 BUILDINGS 2 AND 3**  
 1180 NORTH AND 1250 NORTH FLYER WAY SLC, UTAH  
**OVERALL GRADING & DRAINAGE PLAN**

**CIR**  
**ENGINEERING, L.L.C.**  
 3032 SOUTH 1030 WEST, SUITE 202  
 SLC, Utah 84119 - 801-345-0295

SHEET NO. **C2.0**  
 PROJECT NO. **ATT00-01**  
 PROJECT DATE: **06/27/19**  
 PREPARED BY: **PR-19123**

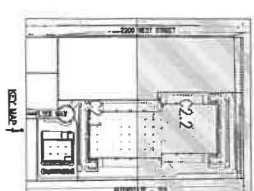
MATCHLINE - SEE SHEET C2.1



SEE COVER SHEET FOR PROJECT LEGEND.



SEAL AND REGISTERED PROFESSIONAL ENGINEER  
 STATE OF UTAH  
 EXPIRES 12/31/2011



SHEET NO. C2.2  
 PROJECT ID: DATE  
 ATTORNEY: 09/19/10  
 PLAN: 11-11

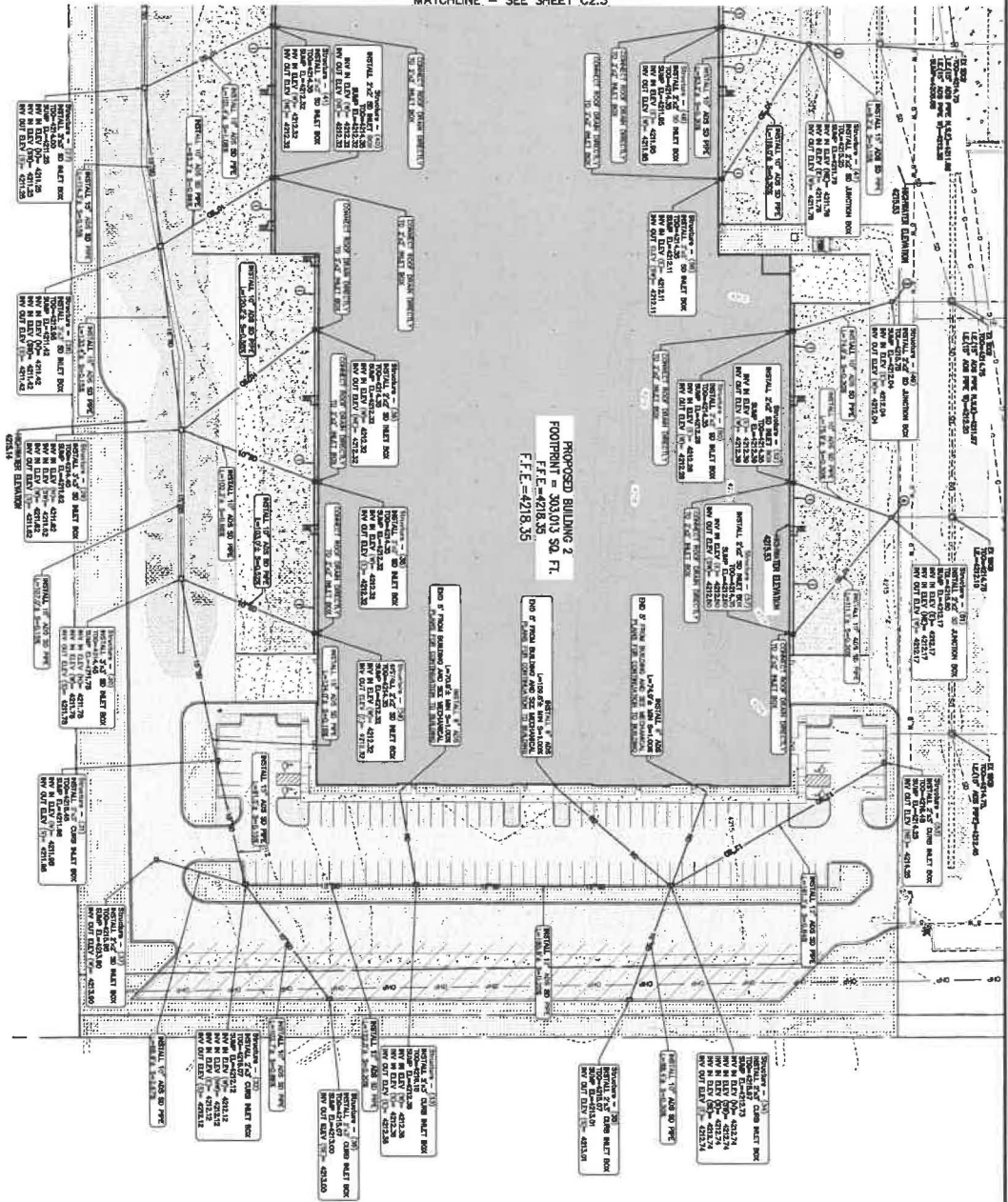


PAC LANDING 5 BUILDINGS 2 AND 3  
 1180 NORTH AND 1250 NORTH FLYER WAY SLC, UTAH  
 GRADING PLAN

**CIR**  
 ENGINEERING, L.L.C.  
 3032 SOUTH 1030 WEST, SUITE 202  
 SLC, Utah 84119 - 801-449-8296

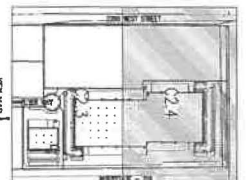
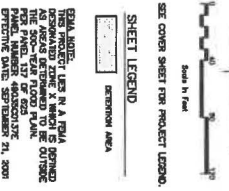
REVISIONS	BY	DATE

MATCHLINE - SEE SHEET C2.3



PROPOSED BUILDING 2  
 FOOTPRINT = 303,013 SQ. FT.  
 F.F.E. = 4218.35

- SHEET CALLOUTS:**
- ① METAL "Z" OR ZING RIBBED GALVALUM SYSTEM W/40# HEAVY DUTY GRADE CONCRETE FLOOR. SEE SHEET C2.3 FOR CONCRETE POOR AT L-LEVEL. 1/2\"/>
  - ② CONCRETE POOR AT L-LEVEL. 1/2\"/>
  - ③ CONCRETE POOR AT L-LEVEL. 1/2\"/>
  - ④ CONCRETE POOR AT L-LEVEL. 1/2\"/>
  - ⑤ CONCRETE POOR AT L-LEVEL. 1/2\"/>
  - ⑥ CONCRETE POOR AT L-LEVEL. 1/2\"/>



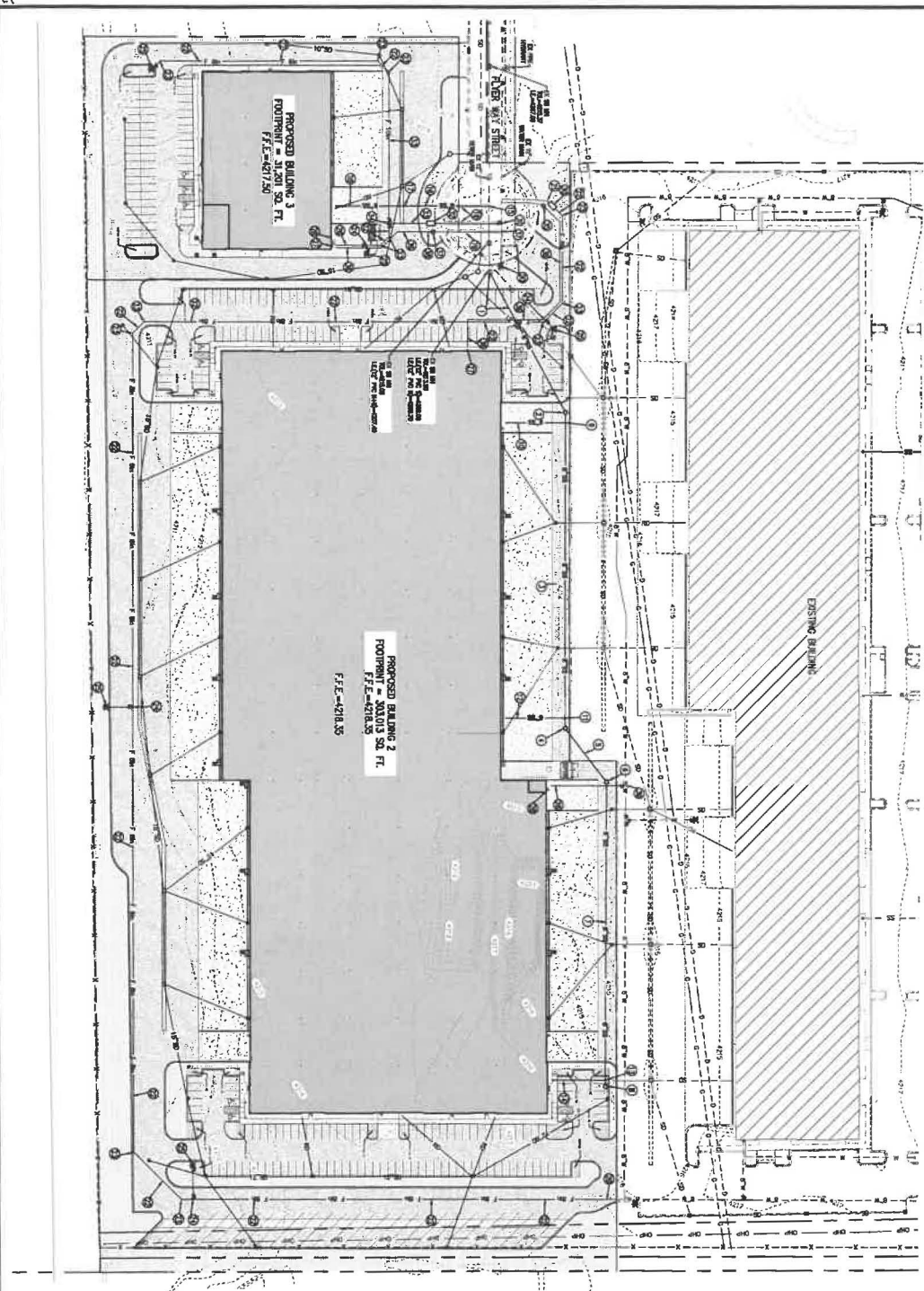
PAC LANDING 5 BUILDINGS 2 AND 3  
 1180 NORTH AND 1250 NORTH FLYER WAY SLC, UTAH  
 DRAINAGE PLAN

**CIR ENGINEERING, L.L.C.**  
 3032 SOUTH 1030 WEST, SUITE 202  
 SLC, Utah 84119 - 801-949-8296

NO.	REVISIONS	BY	DATE

SHEET NO. **C2.4**  
 PROJECT OR DATE: A1100-01 09/19/18  
 FILE NUMBER: 11-18-001

DESIGNER: SDT PROJECT ENGINEER: SDT



- LIMITATIONS:**
1. CONSTRUCTION SHALL NOT COMMENCE UNTIL THE DEPARTMENT ACCESS ROADS ARE INSTALLED WITHIN 100 FEET OF ALL EXTERIOR WALLS OF THE FIRST FLOOR. ALL FIRE HYDRANTS AND REQUIRED WATER MAINS ARE INSTALLED AND OPERATIONAL. TO PROVIDE THE REQUIRED FIRE FLOW AND PRESSURES, AS REQUIRED IN INTERNATIONAL FIRE CODE (IFC) SECTION 5102.1.
  2. ALL UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING:
    - a. WATER MAINS AND LATERALS SHALL BE INSTALLED IN THE FOLLOWING MANNER:
      - i. WATER MAINS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 48 INCHES.
      - ii. LATERALS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 36 INCHES.
    - b. SEWER MAINS AND LATERALS SHALL BE INSTALLED IN THE FOLLOWING MANNER:
      - i. SEWER MAINS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 48 INCHES.
      - ii. LATERALS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 36 INCHES.
    - c. GAS MAINS AND LATERALS SHALL BE INSTALLED IN THE FOLLOWING MANNER:
      - i. GAS MAINS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 48 INCHES.
      - ii. LATERALS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 36 INCHES.
    - d. FIRE MAINS AND LATERALS SHALL BE INSTALLED IN THE FOLLOWING MANNER:
      - i. FIRE MAINS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 48 INCHES.
      - ii. LATERALS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 36 INCHES.
  3. ALL UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING:
    - a. WATER MAINS AND LATERALS SHALL BE INSTALLED IN THE FOLLOWING MANNER:
      - i. WATER MAINS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 48 INCHES.
      - ii. LATERALS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 36 INCHES.
    - b. SEWER MAINS AND LATERALS SHALL BE INSTALLED IN THE FOLLOWING MANNER:
      - i. SEWER MAINS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 48 INCHES.
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      - i. FIRE MAINS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 48 INCHES.
      - ii. LATERALS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 36 INCHES.
  4. ALL THE PROTECTION AND DETECTION SYSTEMS SHALL HAVE THE PIANO AND WINDY EXPOSED FOR INSPECTION. THE PIANO AND WINDY MANE COVERED AFTER THE FIRE INSPECTION OF THE SYSTEMS HAS BEEN SATISFACTORILY COMPLETED.
  5. THE APPROPRIATE ACCESS ROADS SHALL BE DESIGNED AND MAINTAINED TO SUPPORT THE UNWEIGHTED DESIGN CHARACTERISTICS IN ACCORDANCE WITH IFC SECTION 5102.3.1.
  6. THE REQUIRED TURNING RADIUS OF A FIRE APPARATUS ACCESS ROAD SHALL BE 20 FEET INSIDE AND 45 FEET OUTSIDE. IN ACCORDANCE WITH IFC SECTION 5102.3.1 TURNING RADIUS.
  7. WATER MAINS AND LATERALS SHALL BE INSTALLED IN THE FOLLOWING MANNER:
    - a. WATER MAINS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 48 INCHES.
    - b. LATERALS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 36 INCHES.
  8. SEWER MAINS AND LATERALS SHALL BE INSTALLED IN THE FOLLOWING MANNER:
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    - b. LATERALS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 36 INCHES.
  9. GAS MAINS AND LATERALS SHALL BE INSTALLED IN THE FOLLOWING MANNER:
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    - b. LATERALS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 36 INCHES.
  10. FIRE MAINS AND LATERALS SHALL BE INSTALLED IN THE FOLLOWING MANNER:
    - a. FIRE MAINS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 48 INCHES.
    - b. LATERALS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 36 INCHES.

**NOTES:**

1. ALL UTILITY LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING:
  - a. WATER MAINS AND LATERALS SHALL BE INSTALLED IN THE FOLLOWING MANNER:
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    - i. FIRE MAINS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 48 INCHES.
    - ii. LATERALS SHALL BE INSTALLED AT A MINIMUM DEPTH OF 36 INCHES.

1. CONNECT TO EXISTING WATER MAINLINE AT LOCATION AND INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
2. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
3. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
4. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
5. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
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11. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
12. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
13. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
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15. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
16. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
17. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
18. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
19. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
20. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
21. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
22. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
23. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
24. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
25. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
26. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
27. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
28. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
29. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.
30. INSTALL 12" OF PVC SEWER PIPE TO 12" OF PVC SEWER MANHOLE.

**REVISIONS**

NO.	REVISIONS	BY	DATE

DESIGNER: SDT PROJECT ENGINEER: SDT

**PAC LANDING 5 BUILDINGS 2 AND 3**  
1180 NORTH AND 1250 NORTH FLYER WAY SLC, UTAH

**UTILITY PLAN**

**CIR ENGINEERING, L.L.C.**  
3032 SOUTH 1030 WEST, SUITE 202  
SLC, Utah 84119 - 801-940-0296

SHEET NO. **C3.0**  
PROJECT NO. **1180-03**  
DATE: **09/10/19**  
DRAWN BY: **SDT**

SCALE: 1" = 10'

SEAL: [Professional Engineer Seal]