

Return to: J.I.C. LLC  
605 1<sup>st</sup> Avenue #600  
Seattle, WA 98104

Copy to: Rocky Mountain Power  
Alan Draper  
1407 W. North Temple  
Salt Lake City, UT 84116

Work Order # 5227917

10542034  
10/15/2008 02:33 PM \$16.00  
Book - 9651 Pg - 3602-3605  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
JIC LLC  
605 1ST AVE #600  
SEATTLE WA 98104  
BY: CDC, DEPUTY - MI 4 P.

### UNDERGROUND POWER UTILITY RIGHT OF WAY EASEMENT

For value received, JIC LLC ("Grantor"), hereby grants to PacificCorp, an Oregon Corporation, d/b/a/ Rocky Mountain Power, of 1569 W. North Temple, Salt Lake City, Utah, 84116, it's successors and assigns ("Grantee"), an easement for a right of way easement 10 feet in width and 276.93 feet in length, more or less, situate in the Northwest Quarter of Section 3, Township 1 South, Range 1 West Salt Lake Base and Meridian for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitations: wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, cabinets, and vaults on, across or under the surface of the real property of Grantor in Salt Lake County, State of Utah, more particularly described as follows and as more particularly described and/or shown on Exhibits A and B, attached hereto and by this reference made a part hereof:

Centerline of said 10 foot easement is described as follows:

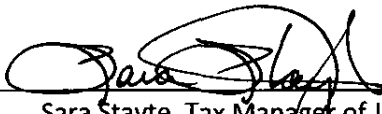
Commencing at the Northwest Corner of Section 3 Township 1 North, Range 1 West Salt Lake Base and Meridian; thence South 278.66 feet; thence East 573.42 feet to the point of beginning; thence South 80°00'59" East 276.93 feet, assessor parcel No. 1503101025.

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment thereof) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

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

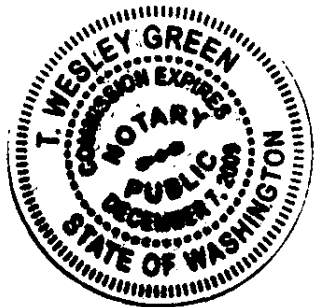
Dated this 14<sup>th</sup> day of October, 2008

  
\_\_\_\_\_  
Sara Stayte, Tax Manager of J.I.C., LLC

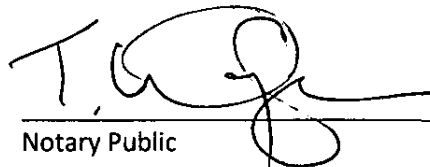
**REPRESENTATIVE ACKNOWLEDGEMENT**

State of Washington    )  
                                  :SS  
County of King         )

This instrument was acknowledged before me on this 14<sup>th</sup> day of October, 2008,  
by Sara Stayte, Tax Manager of J.I.C., LLC

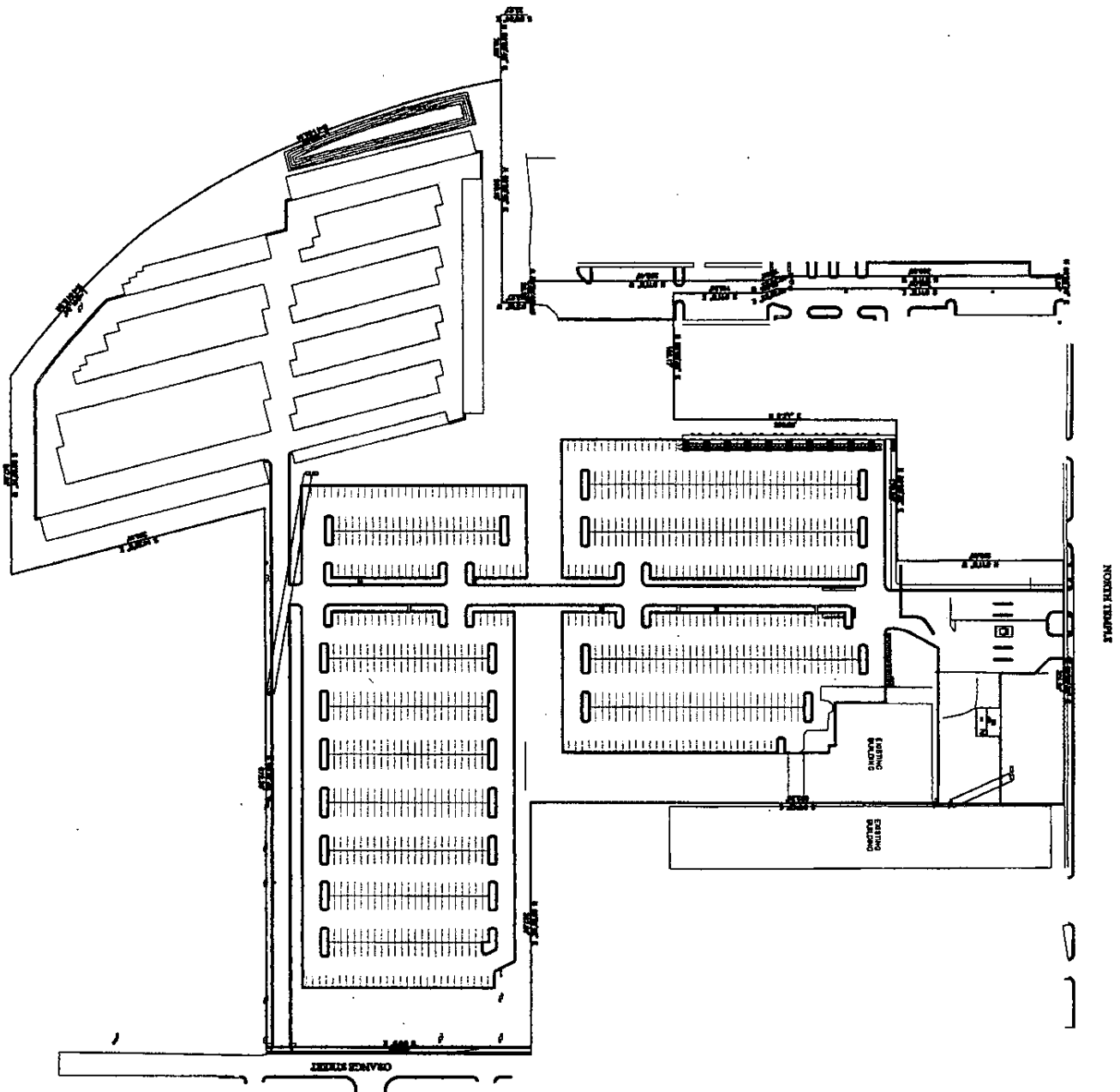


[Seal]

  
\_\_\_\_\_  
Notary Public

My Commission Expires 12-7-09

# Exhibit A



# Exhibit B

