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REV101512

Return to:

Rocky Mountain Power
Lisa Louder/Ruston Jenson
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: Family Dollar

Tract Number: Lot 5

WO#: 5820962

RW#:

11772172

12/09/2013 12:14 PM \$14.00

Book - 10197 Pg - 7389-7391

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

ROCKY MOUNTAIN POWER

ATTN: LISA LOUDER

1407 W NORTH TEMPLE STE 110

SLC UT 84116-3171

BY: TAR, DEPUTY - WI 3 P.

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, NP Magna Properties, LLC ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 80 feet in length, more or less, 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 limitation: wires, fibers, cables and other conductors and conduits therefor; 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 Exhibit(s) A attached hereto and by this reference made a part hereof:

Legal Description:

10' POWER LINE EASEMENT

BEGINNING AT A POINT WHICH IS SOUTH 00°14'38" EAST 195.51 FEET AND WEST 217.47 FEET FROM THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN; THENCE SOUTH 00°22'47" WEST 122.10 FEET; SAID EASEMENT BEING 5 FEET ON EACH SIDE OF A CENTERLINE DESCRIBED AS SOUTH 31°51'56" WEST 80.00 FEET.

EASEMENT LINES ARE TO BE SHORTENED OR EXTENDED TO TERMINATE AT THE GRANTORS BOUNDARY LINE

Assessor Parcel No.	14-29-128-007-0000
	14-29-127-0033-0000
	14-29-127-032-0000

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 therefor) 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.

To the fullest extent permitted 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.

Dated this 27th day of November, 2013.

Dave Murdock

Dave Murdock, NP Magna Properties, LLC GRANTOR

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF Utah)

) ss.

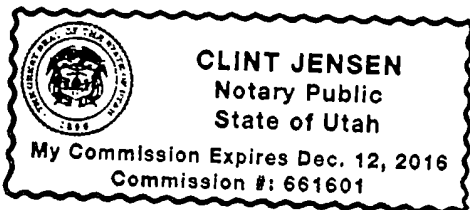
County of Davis)

On this 27th day of November, 2013, before me, the undersigned Notary Public in and for said State, personally appeared David Murdock (name), known or identified to me to be the (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of said entity, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Clint Jensen

(notary signature)



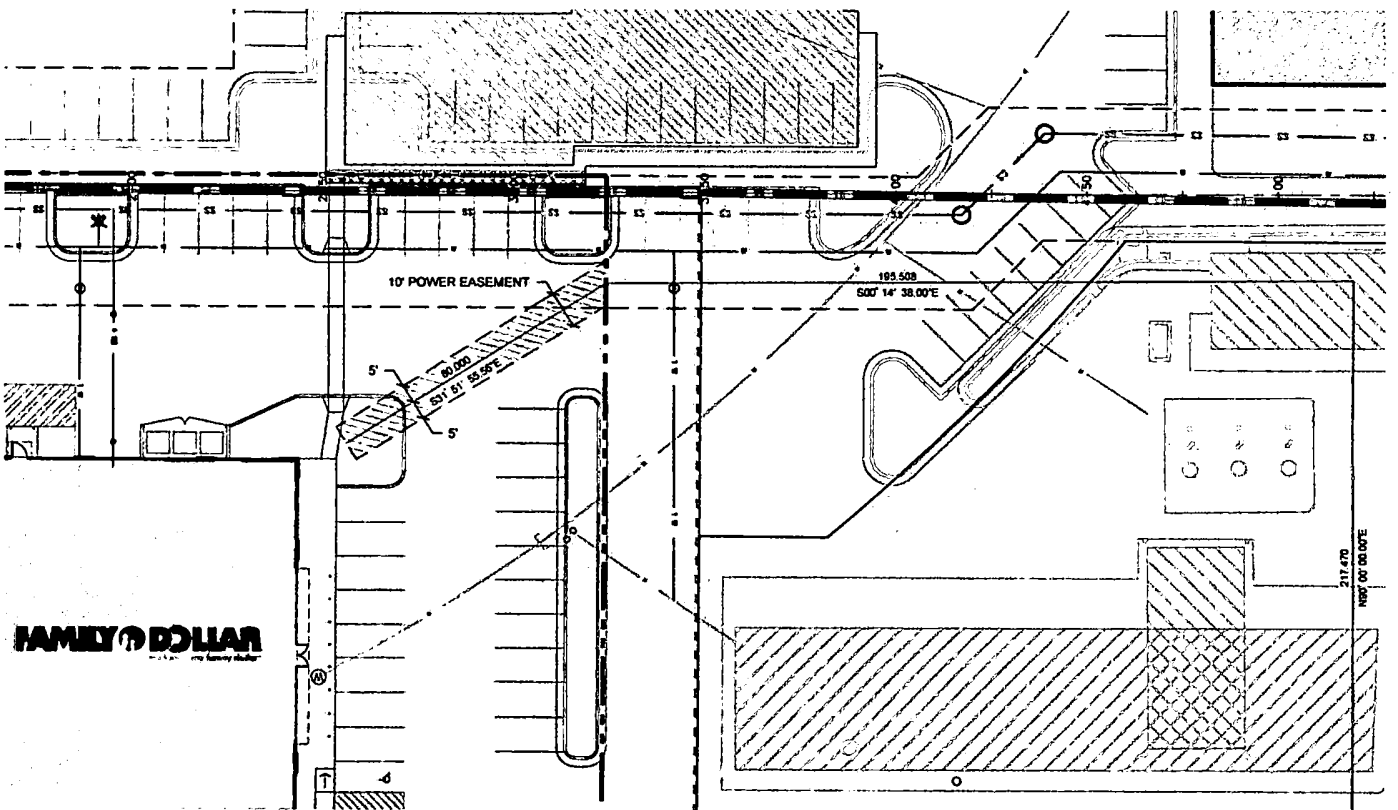
NOTARY PUBLIC FOR Utah (state)

Residing at: Key Bank (city, state)

My Commission Expires: 12-12-16 (d/m/y)

Property Description

Quarter: _____ Quarter: S Section: 29 Township 1 N (N or S),
 Range 2 E (E or W), _____ SLB _____ Meridian
 County: Salt Lake Co. State: UT
 Parcel Number: 14-29-128-007-0000
14-29-127-0033-0000
14-29-127-032-0000



NORTH QUARTER
 CORNER OF SECTION 29
 TOWNSHIP 1 SOUTH
 RANGE 2 WEST SLB&M

CC#: 11441 WO#: 5820962
 Landowner Name: NP Magna Properties, LLC
 Drawn by: SPM

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

EXHIBIT A



SCALE: NOT TO SCALE