



"W2265177"

EA 2265177 PG 1 OF 9
ERNEST D ROWLEY, WEBER COUNTY RECORDER
21-MAY-07 1257 PM FEE \$28.00 DEP KKA
REC FOR: BOYER COMPANY

Return to: Rocky Mountain Power
1407 W North Temple, Rm.110
Salt Lake City, UT 84116

CC#: 11461 Work Order#: 2841475

RIGHT OF WAY UTILITY EASEMENT

For value received, J.C. PENNEY PROPERTIES, INC., a Delaware corporation, and RIVERDALE CENTER IV, L.C., a Utah Limited Liability Company (collectively, "Grantor"), hereby grant, across that portion of Grantors' tracts located in Weber County, State of Utah, such tracts being more particularly described in Exhibit "A" attached hereto and made a part hereof ("Grantors' Tracts"), to PACIFICORP, an Oregon Corporation, d/b/a Rocky Mountain Power, its successors and assigns, ("Grantee"), a non-exclusive utility easement over, through, upon and across the Easement Area (defined herein), for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of 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, vaults and cabinets. The Easement Area is 10 foot wide, being 5 feet on each side of the following described centerline, and 156 feet in length:

Legal Description:

A part of the Northeast quarter of Section 7, Township 5 North, Range 1 West, Salt Lake Base & Meridian, U.S. Survey;

Beginning at a point on an existing utility easement, said point being 1513.58 feet South 1°00'35" West along the section line and 324.61 feet North 88°59'26" West from the Northeast corner of said Section 7; and running thence South 76°11'02" East 54.38 feet; thence North 13°48'23" East 99.32 feet.

Assessor Map No. 06-305 Assessor Parcel No. 06-305-0001

The Easement Area is also depicted on that plat or survey attached hereto as Exhibit "B" and made a part hereof.

Together with the right of access to the right of way from adjacent lands of Grantor (not exceeding fifteen feet (15') on either side of the Easement Area) 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, subject to the provisions herein, to keep the Easement Area clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

The Grantee agrees to restore and repair any actual damage to Grantors' Tracts which may be caused by the Grantee's use of the easement herein granted, except as provided herein. The Grantee further agrees that all pipes, lines, conduits, connections and any other related appurtenances shall be buried underground within the Easement Area and shall not interfere with the use of Grantors' Tracts for all purposes, including without limitation, construction, maintenance, operation, replacement and removal of roadways, curbs and gutters, paving, parking area, walks, sidewalks, lighting standards and poles, signs, landscaping and other utility facilities and all appurtenances thereto provided that such use does not unreasonably interfere with the operation of the easement herein granted.

The Grantor covenants that no building or structure shall be erected upon or within the Easement Area or placed in such location as to render such easement inaccessible; provided, however, Grantee hereby agrees that the following improvements are permitted within the Easement Area provided same does not unreasonably interfere with the operation of the easement herein granted: roadways, curbs and gutters, paving, parking area, walks, sidewalks, lighting standards and poles, signs, landscaping and other utility facilities and all appurtenances thereto. In the event that this covenant is violated, the Grantee shall not be obligated to repair, replace, or otherwise be responsible for any non-permitted improvements if damaged or removed.

The fixtures, facilities, lines, utilities, and any other improvements placed upon, under, or across the Easement Area by the Grantee shall remain the property of the Grantee.

Grantor shall have the right to relocate the easement herein granted if required for future construction, provided Grantor pays the cost and expense of such relocation.

By its signature hereto, the Grantee shall indemnify, defend and hold harmless the Grantor and all their agents, employees, members and/or representatives from and against all claims, damages, losses, suits and actions, including attorney's fees, arising or resulting from actions of the Grantee and/or from the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and/or removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto over, through, upon and across the easement granted herein, unless caused by the negligence or willful misconduct of Grantor, their agents, employees and/or representatives.

The grant and provision of this Easement Agreement shall constitute a covenant running with the land for the benefit of the Grantee, its successors and assigns forever; provided, however, the easement herein granted shall terminate upon (i) mutual agreement of the parties, (ii) removal of the facilities located within the Easement Area, or (iii) abandonment by the Grantee, whichever shall first occur.

This Easement Agreement shall be recorded by the Grantee. This Easement Agreement may be executed in multiple counterparts, and each counterpart shall be deemed to be one and the same agreement.

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

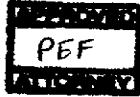
DATED this 16th day of May, 2007.

RIVERDALE CENTER IV, L.C., a Utah
Limited Liability Company

BY: The Boyer Company, L.C., a Utah
Limited Liability Company, its Manager

By: [Signature]
Name: Steven B. Ostra
Title: Manager

J.C. PENNEY PROPERTIES INC., a
Delaware corporation



By: [Signature]
Name: Ron Romesberg
Title: Vice President

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

By: [Signature]
Name: Harold Dudley
Title: Property Agent

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

On the 10th day of May, 2007, personally appeared before me Steven B. Ostler, manager of The Boyer Company, L.C., a Utah Limited Liability Company, Manager of Riverdale Center IV, L.C., a Utah Limited Liability Company the signer(s) of the within instrument who duly acknowledged to me that he executed the same for and on behalf of The Boyer Company, L.C., a Utah Limited Liability Company, Manager of Riverdale Center IV, L.C., a Utah Limited Liability Company as manager therein.



Rachael N. Niusulu
Notary Public

My Commission Expires: 8-20-07

Residing at: Salt Lake City

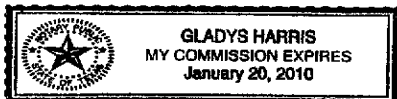
STATE OF TEXAS)
)ss.
COUNTY OF COLLIN)

On the 9th day of May, 2007, personally appeared before me Ron Romesberg, V.P. of J.C. Penney Properties, Inc., a Delaware corporation, the signer(s) of the within instrument who duly acknowledged to me that he executed the same for and on behalf of J.C. Penney Properties, Inc., a Delaware corporation as V.P. therein.

Gladys Harris
Notary Public

My Commission Expires:

Residing at:
Collin County



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

On the 16th day of May, 2007, personally appeared before me Harold Dudley, Property Agent of PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power, the signer(s) of the within instrument who duly acknowledged to me that he executed the same for and on behalf of PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power as property agent therein.

Carmelita A. Delgado
Notary Public

My Commission Expires: 1-18-11

Residing at: Salt Lake City

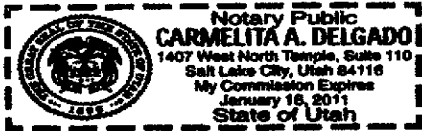


EXHIBIT "A"
GRANTORS' TRACTS

1. Penney Tract

A tract of land situated in Weber County, State of Utah, more particularly described as follows: *06-305-0001 KA*

All of Lot 1, RIVERDALE CENTER IV SUBDIVISION, according to the official plat thereof, filed on February 1, 2007, as Entry No. 2239519, in Book "65" of Plats at Page 47 of the Official Records of the Weber County Recorder.

2. Riverdale Tract

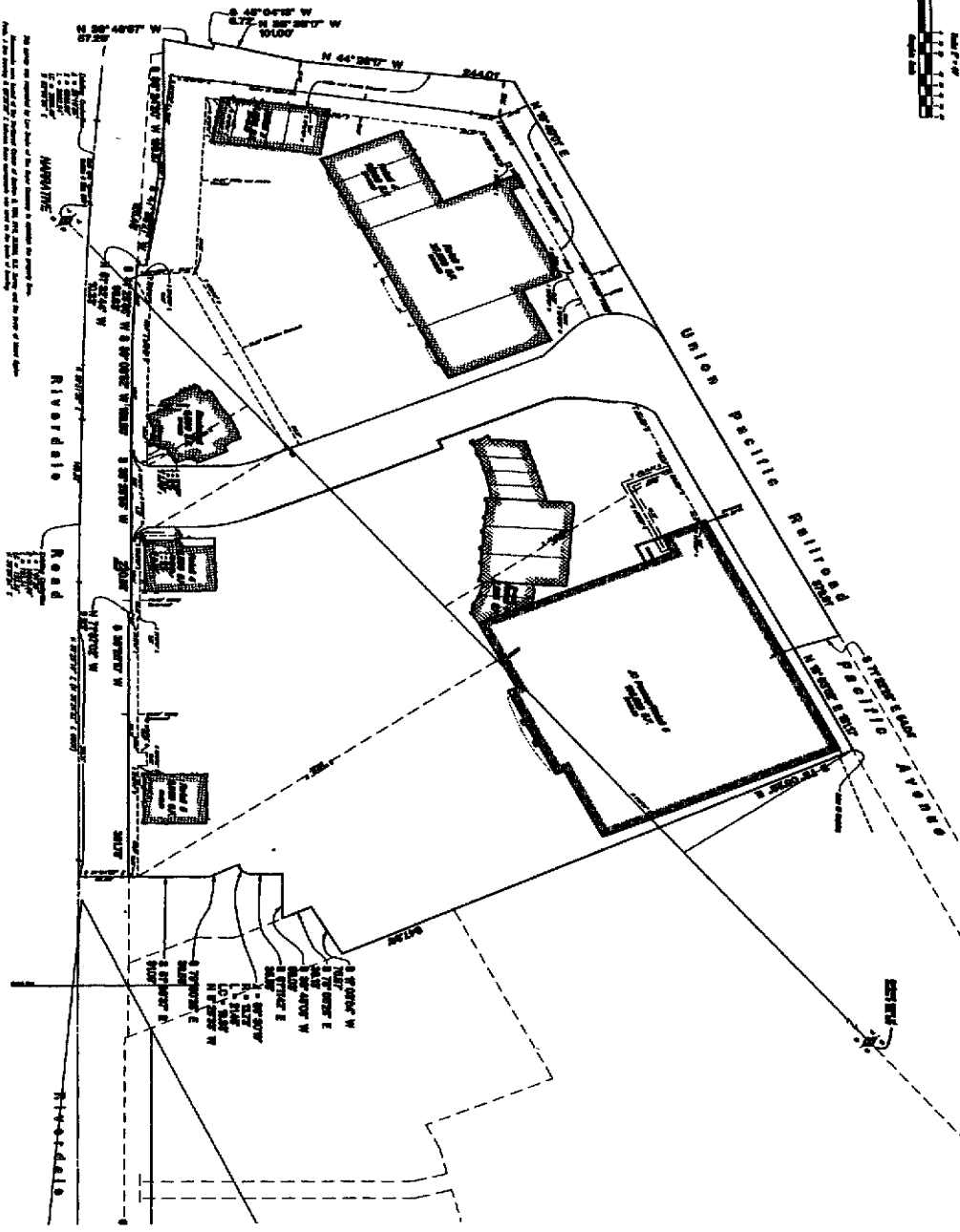
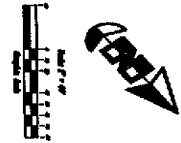
A tract of land situated in Weber County, State of Utah, more particularly described as follows: *06-305-0003 KA*

All of Lot 3, RIVERDALE CENTER IV SUBDIVISION, according to the official plat thereof, filed on February 1, 2007, as Entry No. 2239519, in Book "65" of Plats at Page 47 of the Official Records of the Weber County Recorder.

EXHIBIT "B"
DEPICTION OF EASEMENT AREA

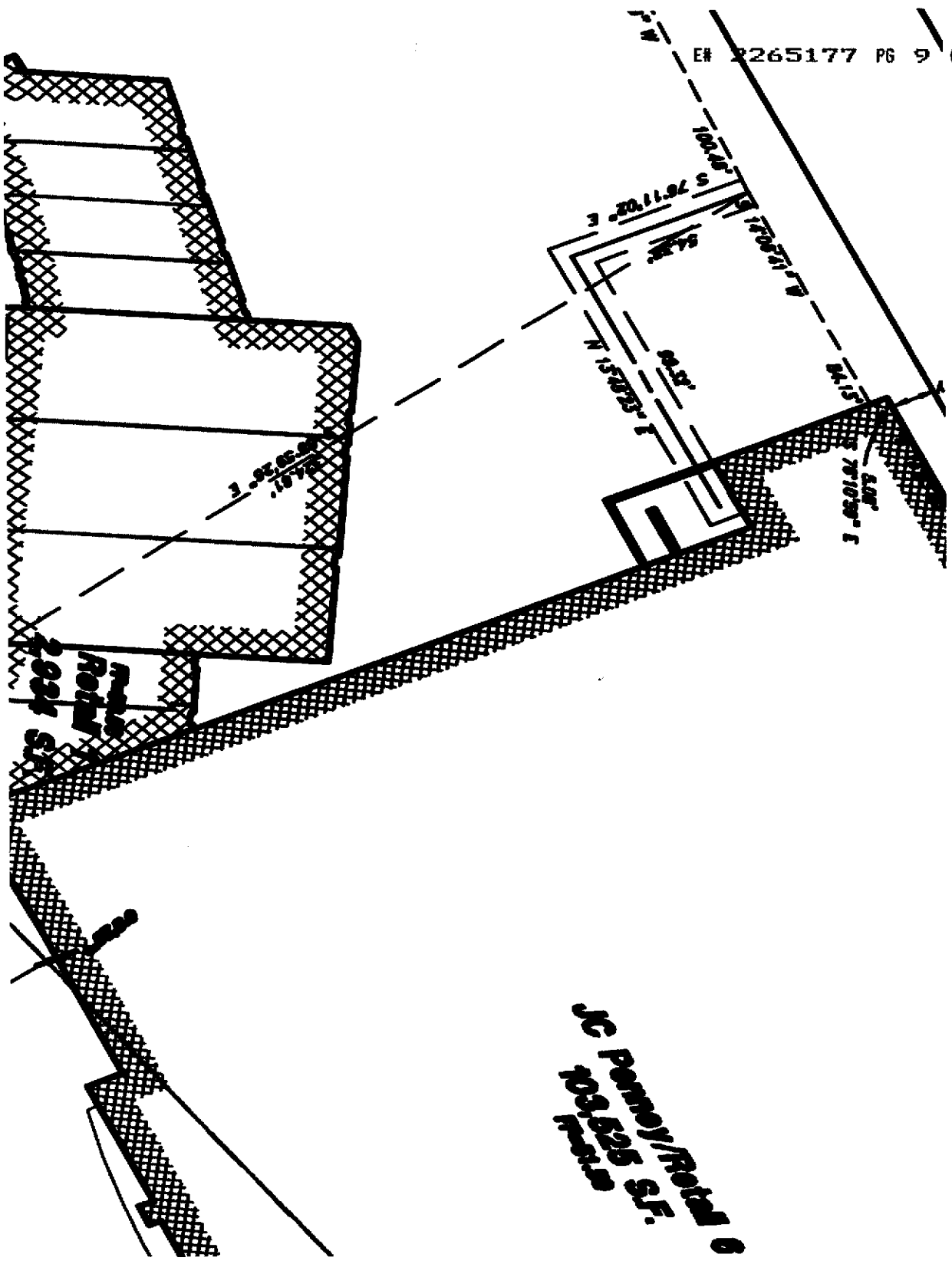
See Attached.

Rivordale Center IV Subdivision
 A part of the Northwest 1/4 of Section 2, and Northwest 1/4 of Section 7,
 Township 6 North, Range 1 West, S12345 U.S. Survey
 Rivordale City, Weber County, Utah



WEAVER ENGINEERING & SURVEYING
 1000 N. 1000 W.
 RIVERDALE, UTAH 84401
 PHONE: (435) 734-1111
 FAX: (435) 734-1112
 WWW: WWW.WEAVERENGINEERING.COM

<p>PLANNED SUBDIVISION EXHIBIT</p>	<p>201108</p>
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1924 S.F.
 1924 S.F.
 1924 S.F.

JC Penny/Retail 6
 40,525 S.F.
 40,525 S.F.