

Rocky Mountain Power
Client Address

2400999
BK 4644 PG 865

17/3

E 2400999 B 4644 P 865-867
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
10/27/2008 02:16 PM
FEE \$17.00 Pgs: 3
DEP RT REC'D FOR ROCKY MOUNTAIN POW
WER

PLEASE RETURN TO:
Rocky Mountain Power
Lisa Louder/
1407 WN Temple Suite 110
Salt Lake City, Utah 84116

pt 2, Pioneer square 14-387-0002 PT
PT 3, Park Plaza 14-448-0003 PT

UNDERGROUND RIGHT OF WAY EASEMENT

This Underground Right of Way Easement ("Easement") is dated as of AUGUST 7, 2008 by and between Clinton City Center, LLC, ("Grantor") and PacifiCorp, an Oregon Corporation; d/b/a Rocky Mountain Power, its successor and assigns ("Grantee") Grantor is the owner of a tract of land legally described in Exhibit A attached hereto and incorporated herein by reference ("Premises"). Grantor hereby grants to Grantee, an easement, subject to the terms of the Addendum attached hereto and made a part hereof, for a right of way 20 feet in width and 202 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 at a sea level elevation of 4,331.00, in Davis County, State of Utah more particularly described as follows:

A 20.00 foot wide permanent, non-exclusive easement, which easement shall be located at a sea level elevation of 4,331.00 and shall in the Northwest Quarter of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian, Davis County, Utah, and lying 10.00 feet on each side of the following described line:

BEGINNING at a point South 00°07'29" West 2,225.18 feet along the west line of Section 27, Township 5 North, Range 2 West, Salt Lake Base and Meridian to the westerly extension of the north line of Lot 2, Pioneer Square Subdivision and along said north line and extension North 89°59'17" East 235.60 feet and North 10.00 feet from the Northwest Corner of said Section 27, and thence North 01°01'40" East 201.88 feet to the POINT OF TERMINUS of the herein described centerline.

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.

DATED this 7 day of August, 2008.

Clinton City Center, LLC

By: Spencer H. Wright
Spencer H. Wright
Manager

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As a condition of granting this Easement, Grantee agrees to the following covenants, which are hereby made a part of this Easement:

1. Grantee agrees to keep the utility line(s) in good repair and further agrees to maintain its installations on the Premises at its sole cost.
2. Grantee shall perform the construction, repair and maintenance of its installations ("Grantee's Work") in such a manner so as to not unduly disrupt the operation of the McDonald's restaurant on the Premises.
3. Grantee agrees to restore the Premises, at its sole cost, to the same condition which existed prior to the commencement of Grantee's Work.
4. Grantee agrees to indemnify, defend and hold Grantor harmless against any and all claims, liability and costs (including, but not limited to reasonable attorneys' fees and costs) for any and all injuries to persons and for any and all damage to property occurring as a result of Grantee's failure to safely and properly maintain its installations on the Premises.