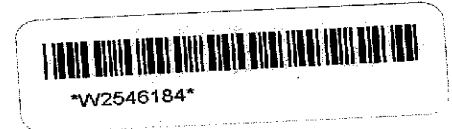


Return to: Rocky Mountain Power  
Lisa Louder  
1407 W. North Temple, #110  
Salt Lake City, UT 84116

CC#: 11461

Work Order#: 5515628



14  
E# 2546184 PG 1 OF 3  
ERNEST D ROWLEY, WEBER COUNTY RECORDER  
20-OCT-11 1102 AM FEE \$14.00 DEP TOT  
REC FOR: ROCKY MOUNTAIN POWER

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, Ogden Commons 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 250 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 Weber 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: ALL OF LOT 2, COMMONS (THE) AT OGDEN FIRST AMENDMENT, OGDEN CITY, WEBER COUNTY, UTAH

Assessor Parcel No. 12-241-0001 *1880*

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.

**ORIGINAL**

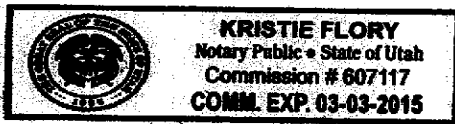
Dated this 30 day of March, 20011.

Doug Pfeiffer - Manager  
OGDEN COMMONS LLC GRANTOR  
Gary M. Wright  
(Insert Grantor Name Here) GRANTOR

**REPRESENTATIVE ACKNOWLEDGEMENT**

State of Utah  
County of Davis } SS.

This instrument was acknowledged before me on this 30 day of March,  
2011, by Gary M. Wright, as manager,  
Name of Representative Title of Representative  
of Ogden Commons LLC  
Name of Entity on behalf of whom instrument was executed



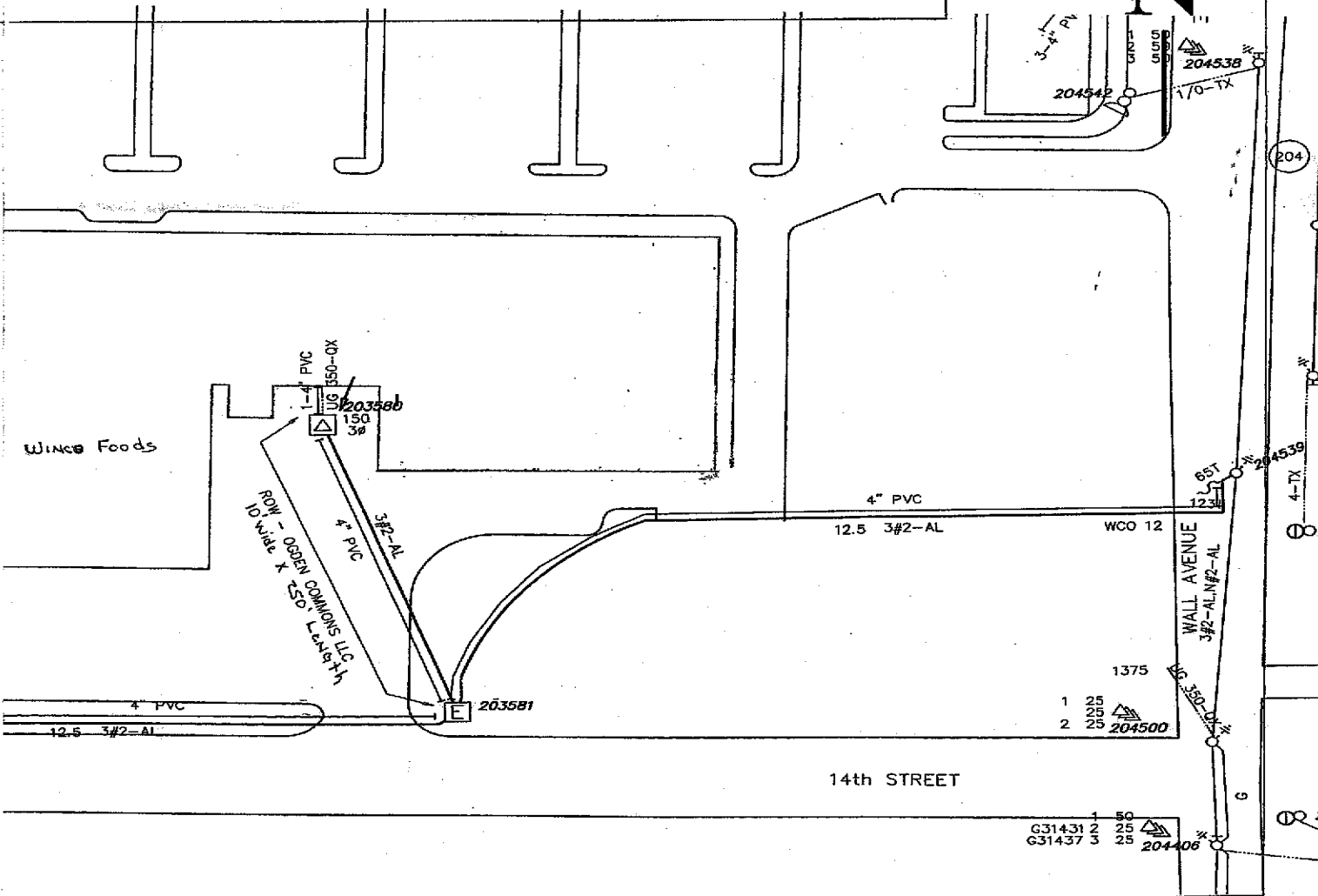
[Seal]

Kristie Flory  
Notary Public

My commission expires: 3/3/2015

**Property Description**

Quarter: \_\_\_\_\_ Quarter: NW 1/4 Section: 20 Township T6N (N or S),  
 Range R1W (E or W), S.L.B. & M Meridian  
 County: Weber State: Utah  
 Parcel Number: 12-241-0001



CC#: 11461 WO#: 5515628  
 Lan Jowner Name: Ogden Commons LLC  
 Drawn by: KARL SEWELL

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**

**PacifiCorp**

SCALE: