

20/6

Return to:
Rocky Mountain Power
Lisa Louder/Dave Denison/~~HD~~
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

E 2865796 B 6263 P 721-726
RICHARD T. MAUGHAN
DAVIS COUNTY, UTAH RECORDER
05/08/2015 02:35 PM
FEE \$20.00 Pgs: 6
DEP RT REC'D FOR ROCKY MOUNTAIN PO
WER

flag legal

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **Syracuse School Development III, LLC**, a Utah limited liability company, **Ninigret Construction Company North, L.C.**, a Utah limited liability company, and **United States Cold Storage, Inc.**, a New Jersey corporation, a (collectively "**Grantors**"), hereby grant 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 2,082 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 respective real property of Grantors in Davis County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit A attached hereto and by this reference made a part hereof:

Legal Description:

BEGINNING AT A POINT WHICH IS NORTH 89°56'33" WEST 1500.06 FEET, AND NORTH 1331.80 FEET, FROM THE SOUTHEAST CORNER OF SECTION 3, TOWNSHIP 4 NORTH, RANGE 2 WEEST, SALT LAKE BASE AND MERIDIAN, AND RUNNING:

THENCE WEST 389.00 FEET;
THENCE NORTH 13°11'47" WEST 823.14 FEET;
THENCE NORTH 89°56'38" WEST 711.93 FEET;
THENCE SOUTH 65.99 FEET;
THENCE NORTH 89°56'39" WEST 10.00 FEET;
THENCE NORTH 65.99 FEET;
THENCE NORTH 89°56'43" WEST 82.35 FEET;
THENCE NORTH 10.00 FEET;
THENCE SOUTH 89°56'38" 812.20 FEET;
THENCE SOUTH 13°11'47" EAST 823.15 FEET;
THENCE EAST EAST 381.07 FEET;
THENCE SOUTH 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 20,824 SQ. FT., 0.48 ACRES

Parcel Numbers: 12-819-0001, 12-819-0006, 12-761-0005, 12-761-0001, 12-026-0013

Together with the right of access to the right of way from adjacent lands of Grantors 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. The foregoing is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

At no time shall Grantors place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way.

Grantors shall have the right to use, occupy and enjoy the easement area for any purpose which does not interfere with or threaten the safe, proper or convenient use, occupancy or enjoyment of same by Grantee for the purposes contained herein.

Grantors shall have the right to allow other utilities to use the said easement area for any purpose that does not in any way interfere with the accessibility and safe operation of the facilities of Grantee. Grantors' right to allow other utilities to use the easement area does not include the right to allow other utilities to use the facilities that Grantee has installed in the easement. Grantors' right to allow other utilities to use the easement area shall in no way limit the rights granted to Grantee in this Easement.

Upon completion of any construction, reconstruction, maintenance, repair or other activities permitted under this Easement, Grantee shall restore the surface of the ground, including but not limited to regrading and replanting of grass, shrubbery and other ground cover and including, but not limited to, all roadways, sidewalks, paving and similar improvements, if the same shall have been disturbed in connection with such construction, reconstruction, maintenance or repair.

Grantee shall give five (5) business days' prior notice to Grantors before entering any Grantor's property for any major construction activities, except in the case of emergency (in which case Grantee shall use its best efforts to give prior notice), and shall comply with all security measures as may be reasonably requested by Grantors. Each party shall defend and indemnify the other party against, and shall save the other party harmless from, any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) incurred by, imposed upon or asserted against the indemnified party by reason of any accident, injury (including death at any time resulting there from) or damage to any person or property arising out of or resulting from any acts or omissions of the indemnifying party or any employee, licensee, invitee or agent of the indemnifying party.

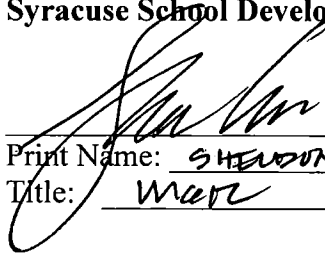
The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

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.

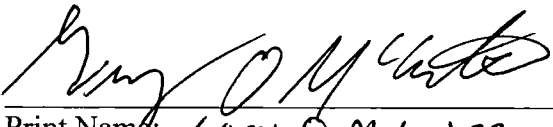
Dated this 12 day of March, 20 .

Syracuse School Development III, LLC


Print Name: SHeldon Kumpack

Title: Man

**Ninigret Construction Company North,
L.C.**


Print Name: Gary O McIntee

Title: Manager

United States Cold Storage, Inc.

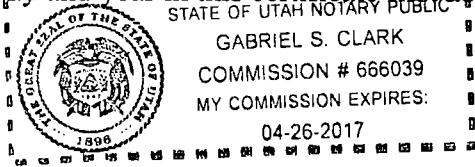

Print Name: Barry Ominsky

Title: VP - Controller & Treasurer

STATE OF Utah)
) ss.
County of Davis)

On this 12 day of March, 20 15, before me, the undersigned Notary Public in and for said State, personally appeared Sheldon Killpack (name), known or identified to me to be the Manager 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 Syracuse School Development III, LLC, 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.



[Signature]
NOTARY PUBLIC

STATE OF Utah)
) ss.
County of Salt Lake)

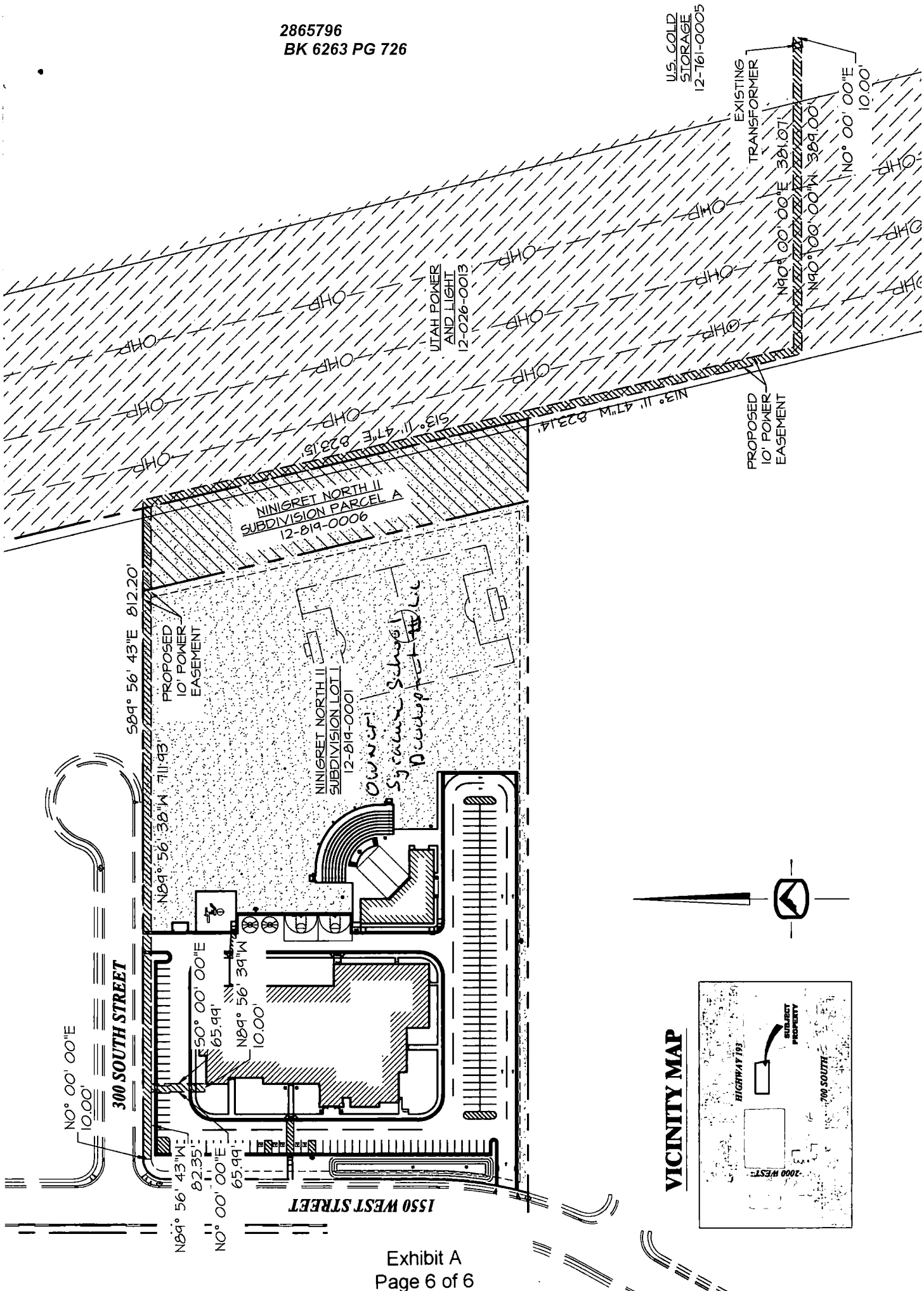
On this 6 day of March, 20 15, before me, the undersigned Notary Public in and for said State, personally appeared Gary McEntee (name), known or identified to me to be the (president/vice-president/secretary/assistant secretary) of the corporation, or the (manager/member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of Niniger Const. Co. North, LLC (entity name), 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.

[Signature]
NOTARY PUBLIC



EXHIBIT 'A'



VICINITY MAP

