

RECORDED

MAY 21 2020

Return to: CITY RECORDER
Rocky Mountain Power
Lisa Louder/Jennifer Blum
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

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05/27/2020 10:02 AM \$0.00
Book - 10950 Pa - 252-259
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PROPERTY MANAGEMENT
PO BOX 145460
SLC UT 84114
BY: TCA, DEPUTY - MI 8 P.

Project Name: Magnolia Apartments
WO#:
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, SALT LAKE CITY CORPORATION, a Utah municipal corporation (“Grantor” or “City”), hereby grants to PACIFICORP, an Oregon Corporation, d/b/a Rocky Mountain Power, its successors and assigns, (“Grantee”), a non-exclusive easement (the “Easement”) for the construction, operation, maintenance, repair, replacement, 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; and pads, transformers, switches, cabinets, and vaults (the “Facilities”) under the surface of Grantor’s real property in Salt Lake County, State of Utah, more particularly described on Exhibit A, attached hereto and incorporated herein (the “Grantor Property”). The Easement is located specifically on the portion of Grantor Property more particularly described on Exhibit B, attached hereto and incorporated herein (the “Easement Area”).

The Easement includes the right of access to the Easement Area across the Grantor Property in connection with the purposes for which this Easement has been granted; and the right to keep the Easement Area clear of all brush, trees, timber, structures, buildings and other hazards that might endanger the Facilities or Grantee’s use of the Easement. The Easement is granted subject to the following terms and conditions:

1. Non-Exclusive Easement. The rights granted herein are non-exclusive and the Grantor may grant additional easements and permit use of the Easement Area for utilities or other purposes that do not interfere with this Easement. Grantee shall not disturb any existing sewer, water, or other utility lines within the boundaries of the Easement Area without written approval from the owner of the disturbed utility.

2. Restoration Obligation. Grantee will, at its sole expense, restore the surface of any land and landscaping disturbed by Grantee within the Easement Area and on the Grantor Property as nearly as possible to its original condition, after installation and any future disturbance for maintenance or removal of the Facilities. Grantee shall minimize the visual impact of the Facilities. If damage is not properly repaired or restored to its near as practical original condition and Grantee fails to effect said restoration within a reasonable period of time, to be determined by Grantor, after receipt of written notice from Grantor, Grantor may restore, or have the surface and/or damage repaired, or require removal of the Facilities, at Grantee’s entire expense.

PROPERTY OF SALT LAKE
CITY RECORDER'S OFFICE
P.O. BOX 145515
SALT LAKE CITY, UTAH 84114-5515

3. Indemnity. No supervision or advisory control, if any, exercised by Grantor or in its behalf, shall relieve Grantee of any duty or responsibility to the general public nor relieve Grantee from any liability for loss, damage or injury to persons or property sustained by reason of Grantee's use of the Easement nor the Grantee's liability for damage to the Grantor Property, including the Easement Area, and Grantee agrees to indemnify and hold harmless Grantor, its agents and employees from any and all claims, losses, costs, or expenses, including attorney fees, that may arise out of Grantee's use of the Easement Area.

4. Removal; Relocation. Grantor shall have the right at such times and in such a manner as it deems necessary to carry out other purposes over, across, under, and through the Easement Area and when Grantee's use interferes with any Grantor's use of Grantor's Property, upon receipt of written notice from Grantor, Grantee will, if requested, remove, relocate, or adjust Grantee's Facilities in the Easement Area within a reasonable time after such notice and at Grantor's expense and provided Grantor and Grantee have agreed upon a location for Grantee's Facilities that is reasonably acceptable to Grantee. Any such removal, relocation, or adjustment of the Facilities made on Grantee's own initiative and without Grantor's request shall be at Grantee's sole expense.

5. Default; Termination. In the event Grantee fails to perform or comply with any term or condition hereof, Grantor may provide notice to Grantee of the failure to perform or breach. If Grantee agrees that there is default, Grantee shall cure such default within 60 days, and if not possible within 60 days, shall begin to cure the default within 60 days and diligently pursue the cure to completion. If Grantee disagrees as to whether there is a default, Grantee shall provide written notice of its disagreement to Grantor within 5 business days from the date of Grantor's notice of default, and Grantee and Grantor shall mediate the dispute for a period of at least thirty (30) days by escalating discussions to their respective decision makers. If the parties do not reach agreement, either may submit the dispute for adjudication to the state court located in Salt Lake City, Utah. In the event Grantee ceases to use any of the Easement for the purpose herein described for a period of more than twelve calendar months, then this Easement shall automatically cease and terminate and Grantee shall remove the Facilities upon written request from Grantor.

6. Assignment. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns; provided, however, Grantee shall not assign any of its rights hereunder, except to an affiliate, without the prior written consent of the Grantor.

7. Improvements. The Facilities shall be installed and maintained Grantee's sole cost and expense, unless otherwise agreed to in writing by Grantor.

8. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by: (a) established express delivery service which maintains delivery records; (b) hand delivery; or (c) certified or registered mail, postage prepaid, return receipt requested, to the parties at the following addresses, or at such other

address as a party may designate by written notice in the above manner. Notice may be sent by email.

If to Grantee: Rocky Mountain Power
Right of Way Manager
1407 West North Temple
Salt Lake City, Utah 84116

If to the City: Salt Lake City Corporation
Real Property Manager
PO Box 145460
Salt Lake City UT 84114-5460

9. Severability. Any provision of this agreement determined to be in violation of any law shall be void but shall not affect the validity and enforceability and all other provisions hereof.

10. Governing Law. This agreement shall be construed according to and governed by the laws of the State of Utah.

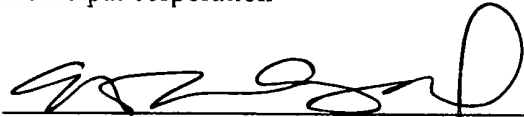
11. REPRESENTATION REGARDING ETHICAL STANDARDS FOR CITY OFFICERS AND EMPLOYEES AND FORMER CITY OFFICERS AND EMPLOYEES: Grantee represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees or bona fide commercial selling agencies for the purpose of securing business; (3) knowingly breached any of the ethical standards set forth in the Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code; or (4) knowingly influenced, and hereby promises that it will not knowingly influence, a City officer or employee or former City officer or employee to breach any of the ethical standards set forth in Salt Lake City's conflict of interest ordinance, Chapter 2.44, Salt Lake City Code.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective officers as of this May 21, 2020.

CITY:


SALT LAKE CITY CORPORATION, a Utah municipal corporation


Erin Mendenhall, Mayor

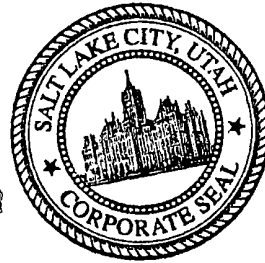
APPROVED AS TO FORM:
Salt Lake City Attorney's Office


Kimberly Chytous (May 13, 2020)
Senior City Attorney

ATTEST:
Salt Lake City Recorder's Office

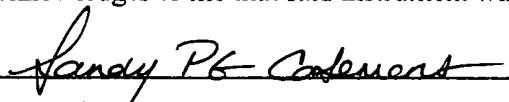
Assistant

City Recorder

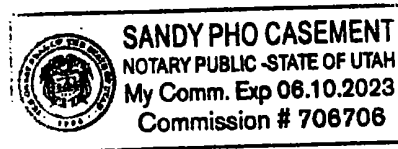
RECORDED
MAY 21 2020
CITY RECORDER



STATE OF UTAH)
) :SS
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 21st day of May, 2020, by Erin Mendenhall, Mayor of Salt Lake City Corporation, a Utah municipal corporation, who duly acknowledges to me that said instrument was executed by authority.


Notary Public



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

By: Roger B. Rigby

Its: Dir. Real Estate

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 7th day of May, 2020 by Roger B. Rigby, Director, Real Estate for PacificCorp, an Oregon Corporation, d/b/a Rocky Mountain Power, and he did swear and affirm that he/she was duly authorized to execute same on behalf of PacificCorp, an Oregon Corporation, d/b/a Rocky Mountain Power.

[Signature]
Notary Public

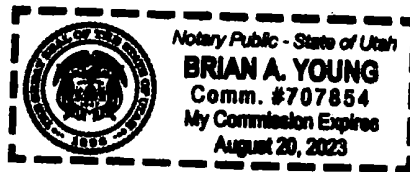


Exhibit A

Grantor Property Legal Description

LOTS 2 AND 4, VIOLIN SCHOOL COMMON SUBDIVISION, ACCORDING TO THE OFFICIAL PLAT THEREOF, AS RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER ON DECEMBER 12, 2019 AS ENTRY NO. 13145119 IN BOOK 2019P AT PAGE 344.

EXHIBIT B
Easement Area Legal Description

BEGINNING AT POINT ON A NORTH LINE OF LOT 2, VIOLIN COMMONS SUBDIVISION, AS RECORDED WITH THE OFFICE OF THE SALT LAKE COUNTY RECORDER IN BOOK 2019P AT PAGE 344, SAID POINT BEING NORTH 89°58'31" EAST ALONG SAID NORTH LINE 19.38 FEET FROM A NORTHWEST CORNER OF SAID LOT 2, AND RUNNING THENCE NORTH 89°58'31" EAST ALONG SAID NORTH LINE AND THE EASTERLY EXTENSION THEREOF 92.27 FEET; THENCE SOUTH 0°00'07" EAST 18.50 FEET; THENCE SOUTH 89°58'31" WEST 73.77 FEET; THENCE SOUTH 0°01'04" EAST 162.98 FEET TO A POINT ON THE NORTH LINE OF LOT 4 OF SAID SUBDIVISION; THENCE SOUTH 89°56'34" WEST ALONG SAID NORTH LINE 18.50 FEET; THENCE NORTH 0°01'04" WEST 181.49 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
Easement Area on Subdivision Plat

