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RASHELLE HOBBS
Recorder, Salt Lake County, UT
KIRTON & MCCONKIE
BY: eCASH, DEPUTY - EF 7 P.

When recorded return to:

Rocky Mountain Power

1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Tax Parcel No. **14022510020000**

UNDERGROUND POWER LINE EASEMENT

SUBURBAN LAND RESERVE, INC., a Utah corporation, with an address of 51 S. Main Street, Suite 300, Salt Lake City, Utah 84111 ("Grantor"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants and conveys, without warranty, to PACIFICORP, an Oregon Corporation, d/b/a Rocky Mountain Power, with an office located at 1407 West North Temple, Salt Lake City, Utah 84116 ("Grantee"), a non-exclusive, perpetual easement under and through that certain real property located in Salt Lake County, State of Utah, more particularly described on Exhibit A-1 ("Easement Property 1") and Exhibit A-2 ("Easement Property 2") and generally depicted on Exhibit B, all such exhibits attached hereto and incorporated herein by this reference (collectively, the "Easement Property"), to construct, install and place an underground power line and related underground facilities (collectively, the "Power Facilities"), and thereafter reconstruct, maintain, operate, clean, repair, inspect, alter, remove, replace, and protect the same, and for no other use or purpose.

TOGETHER WITH the reasonable right of access to the Easement Property across certain portions of the lands of Grantor ("Grantor's Property") provided that Grantee shall use any existing roads or paved surfaces on Grantor's Property to the extent possible and shall use good faith efforts to minimize any disturbance or damage to the Grantor's Property to the fullest extent possible.

SUBJECT TO: (1) any state of facts which an accurate ALTA/ASCM survey (with all Table A items) or physical inspection of the Easement Property might show, (2) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (3) all reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

TO HAVE AND TO HOLD the same unto the said Grantee so long as the Power Facilities shall be maintained and operated on the Easement Property.

GRANTEE'S RIGHT to use the Easement Property shall be subject to the following conditions which, upon the recordation of this instrument or use of the easement granted herein, shall be deemed to have been agreed and accepted by Grantee:

1. Grantee, and its successors and assigns, contractors, subcontractors, agents, servants, and employees ("Grantee's Parties") shall enter and use the Easement Property at their sole risk, and Grantee hereby releases Grantor from any claims relating to the condition of the Easement Property by Grantee and Grantee's Parties.

2. Grantee shall properly design, install, construct, maintain, and repair the Power Facilities located on the Easement Property pursuant to the National Electrical Safety Code. The portion of Grantee's improvements to be installed within Easement Property 1 shall be located on the northernmost portions of Easement Property 1.

3. Grantee shall repair any portion of the Easement Property or Grantor's Property damaged in the prosecution of any work by Grantee or Grantee's Parties and shall otherwise restore the surface condition to the same or better condition that it was in prior to such work by Grantee or Grantee's Parties.

4. Grantee's work on the Easement Property will not prevent or substantially interfere with pedestrian and vehicular access to Grantor's Property.

5. Grantee hereby indemnifies, holds harmless and agrees to defend Grantor from and against any and all liens, encumbrances, costs (including reasonable attorneys' fees, discovery and investigative costs, witness fees and any other associated costs), demands, claims, judgments, and/or damage (including, without limitation, any damage to third-party improvements or easement rights existing within the Easement Property) caused by or arising out of (a) the use of the Easement Property and any work performed on the Easement Property or Grantor's Property by Grantee and Grantee's Parties, and (b) any failure to abide by the terms of this document, including the failure to maintain the Power Facilities by Grantee and Grantee's Parties.

6. The prevailing party in any legal proceedings shall be entitled to its reasonable attorneys' fees and costs from the other party. This Easement shall be governed by the laws of the State of Utah, without regard to conflicts of law provisions. Venue and jurisdiction for any legal proceedings shall be in Salt Lake County, Utah.

GRANTOR EXPRESSLY RESERVES the right to relocate the Easement Property and the Power Facilities with Grantee's consent, which consent shall not be unreasonable withheld, conditioned, or delayed. If Grantor elects to relocate the Easement Property and the Power Facilities, Grantor shall notify Grantee and shall execute an amended and restated easement which, unless otherwise agreed, shall contain the same terms as this Easement. If Grantor elects to relocate the Power Facilities, Grantor will pay the costs of relocation. Grantor hereby reserves the right to use the Easement Property for any use not inconsistent with the specific rights granted herein. Without limiting the foregoing, Grantor reserves the right: (1) for pedestrian and vehicular ingress to and egress from Grantor's Property through the Easement Property; (2) for the placement and maintenance of landscaping, trees, signs, light standards, sidewalks, curbs and gutters, ditches, utility lines, pipes and related appurtenances, fences, and asphalt roadways and driveways; (3) to grant other non-exclusive easements, licenses and rights within or on the Easement Property to other parties. Notwithstanding the foregoing, Grantor agrees not to construct any permanent building or structures within the Easement Property.

THE EASEMENT GRANTED HEREIN shall be for the use and benefit of the Grantee and Grantee's Parties and the rights granted shall not be assigned in part to any other party without the written consent of Grantor. This instrument shall be binding upon and inure to the benefit of the parties and their successors and assigns.

This Easement shall terminate: (1) if Grantee (or its successors) abandons the Easement Property, or (2) ceases to use the Power Facilities located on the Easement Property for a period of twenty-four months. The twenty-four month non-use period shall be deemed to begin if: (a) Grantor gives written notice to Grantee at the address provided below that Grantor has determined that Grantee has ceased to use the Power Facilities; or (b) if Grantee ceases to convey electrical energy across Power Facilities located on Grantor's Property. All rights granted herein shall cease within one hundred and eighty (180) days after the

first day that either of these events occurs unless Grantee provides written notice to Grantor at the address set forth in the first paragraph of this Easement that it is transmitting electrical energy or plans to do so within one hundred and eighty (180) days. Upon such termination of this Easement, Grantor shall have the right to record a Release of Easement instrument in the Official Records of Salt Lake County, Utah, thereby terminating all rights and interests of Grantee in Grantor's Property.

For purposes of this Easement Grantee's notice address is:

Rocky Mountain Power Right of Way Department at 1407 West North Temple #110 Salt Lake City, UT 84116 One Utah Center Floor 23; and

Rocky Mountain Power Legal Department at 201 South Main Street Salt Lake City, Utah 84111.

The individual executing this Easement represents and warrants that he/she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs. This Easement may be amended only by recording, in the office of the county recorder, an instrument in writing reciting the terms of the amendment and bearing the signatures of all parties hereto, or their heirs, successors, and assigns. The failure to enforce or perform any provision set forth in this Easement shall not be deemed a waiver of any such right. All rights and obligations contained herein or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.

[Signature and Acknowledgement to Follow]

IN TESTIMONY WHEREOF, Grantor has caused this Easement to be executed as of the 15 day of August, ~~2018~~, 2019.

SUBURBAN LAND RESERVE, INC.,
a Utah corporation

By: [Signature]
Name (Print) R. Steven Romney
Its: President

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

Before me, Marilyn Nielson, of the state and county aforesaid personally appeared R. Steven Romney, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the President of Suburban Land Reserve, Inc., a Utah corporation, within named bargain or, and that he as such President, being authorized so to do, executed the foregoing instrument for the purpose therein contained by personally signing the name of the corporation.

WITNESS my hand and official seal.

[Signature]
Notary Public for the
State of Utah



EXHIBIT A-1 (to Utility Easement)

(Legal Description of Easement Property 1)

An easement over, across and through a strip of land located in the Northeast Quarter of Section 2, Township 1 South, Range 2 West, Salt Lake Base and Meridian, more particularly described as follows:

Beginning at a point which lies 65.92 feet North $00^{\circ}13'20''$ West and 75.00 feet South $89^{\circ}46'40''$ West from the Salt Lake County Survey monument found marking the East Quarter corner of said Section 2 (the basis of bearings is South $00^{\circ}13'25''$ East 2640.77 feet measured along the Section line between the East Quarter and Southeast corner of said Section 2), and running thence South $89^{\circ}46'35''$ West 100.00 feet to a point of curvature with a 788.00 foot radius curve to the right; thence westerly 76.05 feet along the arc of said curve through a central angle of $05^{\circ}31'46''$ (chord bears North $87^{\circ}27'32''$ West 76.02 feet) to a tangent line; thence North $84^{\circ}41'39''$ West 164.16 feet to a point of curvature with a 854.00 foot radius curve to the left; thence westerly 76.57 feet along the arc of said curve through a central angle of $05^{\circ}08'14''$ (chord bears North $87^{\circ}15'46''$ West 76.55 feet) to a tangent line; thence North $89^{\circ}49'53''$ West 2097.02 feet; thence North $00^{\circ}10'07''$ East 20.00 feet; thence South $89^{\circ}49'53''$ East 2097.02 feet to a point of curvature with a 874.00 foot radius curve to the right; thence easterly 78.37 feet along the arc of said curve through a central angle of $05^{\circ}08'14''$ (chord bears South $87^{\circ}15'46''$ East 78.34 feet) to a tangent line; thence South $84^{\circ}41'39''$ East 164.16 feet to a point of curvature with a 768.00 foot radius curve to the left; thence easterly 74.12 feet along the arc of said curve through a central angle of $05^{\circ}31'46''$ (chord bears South $87^{\circ}27'32''$ East 74.09 feet) to a tangent line; thence North $89^{\circ}46'35''$ East 100.00 feet; thence South $00^{\circ}13'20''$ East 20.00 feet to the point of beginning.

Contains 1.154 acres.

EXHIBIT A-2 (to Utility Easement)

(Legal Description of Easement Property 2)

10' wide Rocky Mountain Power Easement for 300 South to Sewer Lift Station

A part of the Northeast Quarter of Section 2, Township 1 South, Range 2 West, Salt Lake Base and Meridian, Salt Lake City, Salt Lake County, Utah

Beginning at a point on the North right-of-way line of 300 South Street, being 105.99 feet North 0°14'08" West along the Section line and 2365.02 feet North 89°49'52" West to the East line of 5960 South Street from the East Quarter corner of said Section 2; thence six (6) courses along said East line of 5960 West Street as follows: (1) Northerly 4.94 feet along the arc of a 25.00 foot Radius curve to the right, through Delta Angle of 11°19'07", Center bears North 78°38'26" East and Long Chord of North 5°42'01" West; (2) North 0°02'27" West 187.40 feet to a point of curvature; (3) Northerly 185.35 feet along the arc of a 531.00 foot Radius curve to the left, through Delta Angle of 20°00'00", and Long Chord of North 10°02'27" West 184.41 feet; (4) North 20°02'27" West 156.69 feet to a point of curvature; (5) Northerly 164.02 feet along the arc of a 465.00 foot Radius curve to the right, through Delta Angle of 20°12'34", and Long Chord of North 9°56'10" West 163.17 feet; and (6) North 0°10'07" East 393.70 feet; thence North 67°20'21" East 10.85 feet; thence South 0°10'07" West 397.91 feet to a point of curvature; thence Southerly 160.49 feet along the arc of a 455.00 foot Radius curve to the left, through Delta Angle of 20°12'34", and Long Chord of South 9°56'10" East 159.66 feet; thence South 20°02'27" East 156.69 feet to a point of curvature; thence Southerly 188.84 feet along the arc of a 541.00 foot Radius curve to the right, through Delta Angle of 20°00'00", and Long Chord of South 10°02'27" East 187.89 feet; thence South 0°02'27" East 187.40 feet to a point of curvature; thence Southerly 5.04 feet along the arc of a 15.00 foot Radius curve to the left, through Delta Angle of 19°14'47", and Long Chord of South 9°39'51" East 5.02 feet; thence North 89°49'52" West 10.35 feet to the point of beginning.

Contains: 10,942 square feet

Ckcd by JJB 14 August 2019



