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RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
SL CITY PROPERTY MANAGEMENT
PO BOX 145460
SLC UT 84114
BY: JLA, DEPUTY - MI 8 P.

Return to:
Rocky Mountain Power
Lisa Louder/Kameron Shortt
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: 89 East 200 South
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 a right of way 12.65' feet in width and 40.50' feet in length, more or less, for the construction, operation, maintenance, repair, replacement, and removal of underground electric transformer and vault, and all necessary or desirable accessories and appurtenances thereto (the "Facilities") under the surface of Grantor's real property in Salt Lake County, State of Utah (the "Grantor Property"), on the portion of the Grantor Property more particularly described on Exhibit A, attached hereto and incorporated herein (the "Easement Area"). The Easement is granted specifically for service to the property located at 89 East 200 South, Salt Lake City, Utah, more particularly described on Exhibit B, attached hereto and incorporated herein ("Benefitted Property"). 200 South LLC, a Utah limited liability company, and its successors and assigns ("Owner"), is owner of the Benefitted Property and agrees to and is bound by the terms of this Agreement. 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.

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SEP 22 2021

CITY RECORDER

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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 within a reasonable time after such notice and at Owner's expense, provided Grantee has agreed upon a location for Grantee's Facilities that is reasonably acceptable to Grantee and Grantee has been compensated for such relocation. If Owner receives an invoice for the relocation costs, Owner shall be responsible for full payment of the invoice within 15 days of receipt. Any 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. If Owner fails to pay its obligations under this Agreement, it agrees that Grantee or Grantor may file a lien against the Benefitted Property for the amounts owed, plus any costs incurred in connection with collection, including attorney fees and costs.

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:

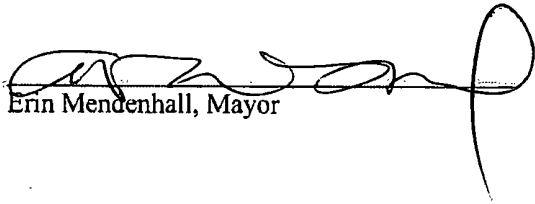
Grantee represents that it has not: (1) provided an illegal gift or payoff to a City officer or employee or former City officer or employee, or his or her relative or business entity; (2) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, 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 Sept 22, 2021.

CITY:

SALT LAKE CITY CORPORATION, a Utah municipal corporation


Erin Mendenhall, Mayor

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


Kimberly K. Chytraus (Sep 9, 2021 13:57 MDT)
Kimberly K. Chytraus, Senior City Attorney

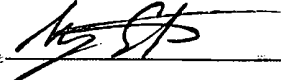
ATTEST:
Salt Lake City Recorder's Office


Dee Dee Robinson
City Recorder / Minutes + Records Clerk CITY RECORDER

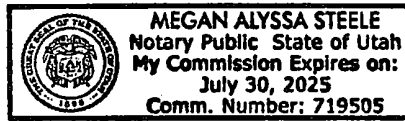
RECORDED
SEP 22 2021

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

The foregoing instrument was acknowledged before me this September, 22, 2021, 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



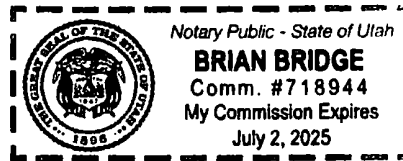
PACIFICORP, an Oregon Corporation, d/b/a Rocky Mountain Power

By: Bulfinch
Its: Property Agent

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

The foregoing instrument was acknowledged before me this AUG 31, 2021 by BRIAN YOUNG, SR. PROPERTY AGENT for PacifiCorp, 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 PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power.

Brian Bridge
Notary Public



200 South LLC, a Utah limited liability company

By: [Signature]

Its: Manager and President

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

The foregoing instrument was acknowledged before me this August 23, 2021 by
Edward B.R. Lewis, Manager and President for 200 South
LLC, a Utah limited liability company.

Kristin Emmett Boyle
Notary Public

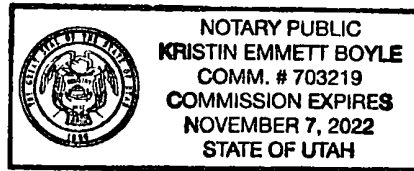


Exhibit A

Easement Area Legal Description

UNDERGROUND TRANSFORMER VAULT DESCRIPTION

A part of Lot 1, Block 70, Plat 'A', Salt Lake City Survey, Salt Lake City, Salt Lake County, Utah:

Beginning at a point along the Northerly Right-of-Way Line of 200 South Street, said point being 124.14 feet South 89°59'18" West and 62.55 feet North 0°00'42" West from the street monument in the intersection of 200 South Street and State Street; said point also being North 89°51'38" West 58.17 feet from the Southeast Corner of Lot 1 Block 70, Plat 'A' Salt Lake City Survey; and running thence South 0°04'36" West 12.63 feet; thence North 89°55'24" West 40.50 feet; thence North 0°04'36" East 12.67 feet to a point on the Northerly Right-of-Way Line; thence South 89°51'38" East 40.50 feet along said Right-of-Way Line to the Point of Beginning.

Contains 512 Sq. Ft.

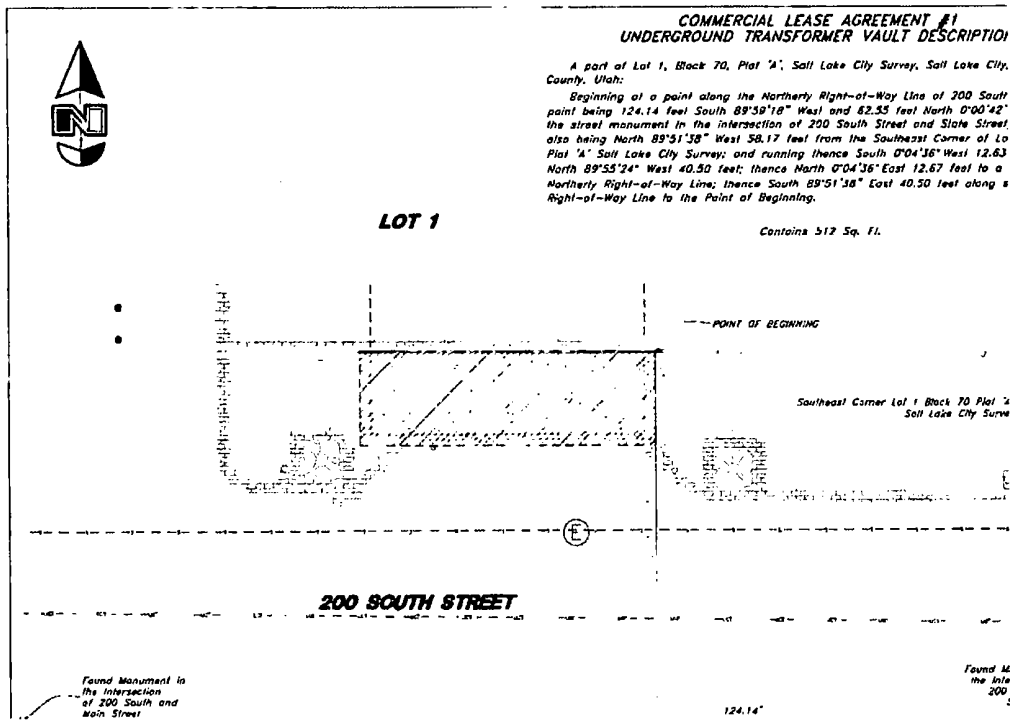


Exhibit B
Benefitted Property

