

WHEN RECORDED, RETURN TO:

Rocky Mountain Power  
Property Management Dept  
Attn: Lisa Louder/Mike Wolf  
1407 West North Temple, Suite 110  
Salt Lake City, Utah 84116  
Parcel No. UTUT-0168  
File No. 50010  
Tax ID No. 27-035-0025

## EASEMENT

For the sum of Ten Dollars (\$10.00) and other good and valuable consideration Rocky Mountain Power, an unincorporated division of PacifiCorp, successor in interest to Utah Power & Light Company, whose address is 1407 West North Temple, Salt Lake City, Utah, 84116 ("GRANTOR"), hereby CONVEYS to MAPLE MOUNTAIN LAND LLC, a Utah Limited Liability Company, its successors-in-interest and assigns ("GRANTEE"), a perpetual easement and right of way for the installation, construction, operation, maintenance and repair of two (2) sixty-six (66) foot wide access roads, along with a perpetual easement and right of way for the associated public utilities, in on, and/or across the following described real property owned by Grantor located in Utah County, State of Utah, to-wit:

See attached Exhibits A & B

This easement and right-of-way is granted subject to the following restrictive covenants and conditions:

1. Grantee, its successors and assigns, will not make or allow to be made any use of the easement herein granted that is inconsistent with, or interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing installations or additional facilities or improvements constructed after the granting of this easement, including electric transmission and distribution circuits that cross over or above the property as herein described.

2. In the event that curb and gutter is constructed on the easement herein granted by Grantee or made as a condition of development by Grantee, said curb and gutter will be high-back type and will contain a 30-foot curb cut on both sides of the roadway located at place designated by the Grantor, which curb cut will permit passage of Grantor's equipment used for repair and maintenance of Grantor's substation and electric transmission lines. Roadway construction will be sufficient to support Grantor's equipment in excess of 50 tons.

3. Grantee, its successors and assigns, will not use or permit to be used on said Easement Area construction cranes or other equipment that violate OSHA and Utah High Voltage Act Safety Clearance Standards. Grantee shall not store materials within the Easement Area. Grantee will not excavate within 50 feet of Grantor's transmission structures without the express written prior approval from Grantor. The storage of flammable and hazardous materials or refueling of vehicle/equipment is

prohibited within the Easement Area. At no time shall Grantee place any equipment or materials of any kind that exceeds fifteen (15) feet in height, or that creates a material risk of endangering Grantor's facilities, or that may pose a risk to human safety. Grantee's use of the Easement Area shall comply with OSHA and Utah High Voltage Act Safety Clearance Standards.

4. Grantee shall, and at Grantee's sole cost and expense, submit as-built survey drawings for each of the access roadway crossings within 30 days of completion. The drawings must bear the signature, stamp and date of the approving state-licensed engineer.

5. Grantee shall not place or allow to be placed any trees or other vegetation within the Easement Area. Grantee shall not place or allow to be placed any lighting structures and/or traffic signals within the easement area.

6. Grantor shall have the right, at any time and from time to time, to cross and recross with equipment, personnel, overhead power lines or underground power lines and access roads, at any location or locations thereon, the lands included with the easement herein conveyed by Grantor to Grantee.

7. Release and Indemnification


(a) Grantee, its successors and assigns, shall use the Easement Area at its own risk and agrees to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "Indemnified Parties") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind of description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this agreement, (ii) Grantee's use and occupation of the Easement Area, (iii) any act or occurrence on the Easement Area, or (iv) any act or omission of Grantee, any independent contractor retained by Grantee, anyone directly or indirectly employed by them, or anyone authorized by Grantee to control or exercise control over (hereinafter collectively referred to as "claims"), even if such claims arise from or are attributed to the concurrent negligence of any of the Indemnified Parties.

(b) The Indemnified Parties shall never be liable in any manner to Grantee for any injury to or death of persons or for any loss of or damage to property of Grantor, its employees, agents, customers, invitees, or to others, even if such loss or damage is caused in part by the negligence of any Indemnified Party. All personal property and fixtures, if allowed by Grantor, located within the Easement Area shall be maintained and used at the risk of Grantee and the Indemnified parties shall not be liable for any damage thereto or theft thereof, even if due in whole or in part to the negligence of the Indemnified Parties.

8. 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.

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 1<sup>st</sup> day of March, 2018.

**Rocky Mountain Power, an unincorporated division of PacifiCorp**



By: Douglas N. Bennion

Its: Vice President of Engineering & Asset Mgmt.

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

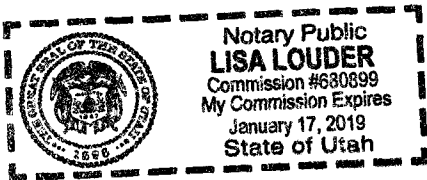
On the 1<sup>st</sup> day of March, 2018, personally appeared before me Douglas N. Bennion, who being duly sworn did say that he is the signer of the within instrument on behalf of Rocky Mountain Power, an unincorporated division of PacifiCorp and that the within and foregoing instrument was signed by authority of said corporation and said Vice President duly acknowledged to me that said corporation executed the same.



Notary Public

My Commission Expires: 1-17-2019

Residing at: Salt Lake City



**EXHIBIT A**

See attached Exhibit A



**EXHIBIT B**

See attached Exhibit "B"

