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03/03/2021 01:59 PM \$40.00
Book - 11129 Pg - 5679-5684
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: JLA, DEPUTY - WI 6 P.

WHEN RECORDED, RETURN TO:

Rocky Mountain Power
Property Management Dept
Attn: Lisa Louder/ Mailia Lauto'o
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116
Parcel No. UTSL-0806
Tax ID No. . 15-03-201-010

NON- EXCLUSIVE ACCESS EASEMENT

In consideration of the mutual promises 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 Salt Lake, Garfield and Western Railway Company, whose physical address is 320 S 2650 West, Salt Lake City, UT 84104 its successors-in-interest and assigns ("GRANTEE"), a perpetual easement and right of way for the, operation, maintenance and repair of a non-exclusive access, in, on, and/or across the following described real property owned by Grantor located in Salt Lake County, State of Utah to-wit:

See attached Exhibit's A

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) 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 or excavate within the Easement Area 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 twelve (12) 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.
- 3) Grantee shall not place or allow to be placed any trees or other vegetation within the Easement

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

- 4) 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.
- 5) 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 or 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, (iv) any spill or release of hazardous materials or (v) 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").
 - 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. 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.
- 6) Taxes and Assessments. Grantee shall pay all taxes and assessments of any kind which shall be levied against the Easement by reason of Grantee's use or occupancy thereof, except those being contested in good faith, and shall keep the Easement free from any liens that may attach thereto by reason of Grantee's use or occupancy thereof.
- 7) Litigation Expense. If any suit or action arising out of or related to this Easement is brought by any party, the prevailing party or parties shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, copying, courier and telecommunication costs, and deposition costs and all other costs of discovery) incurred by such party or parties in such suit or action, including, without limitation, any post-trial or appellate proceeding, or in the collection or enforcement of any judgment or award entered or made in such suit or action.
- 8) Waiver of Jury Trial. 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 12 day of Feb., 2021

Grantor:

Rocky Mountain Power, an unincorporated division of PacifiCorp

Curt Mansfield.

By: Curt Mansfield

Its: Vice President, Operations

Dated: 2-12-21

ACKNOWLEDGMENT

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

On the 12 day of Feb., 2021 personally appeared before me Curt Mansfield, 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.

Malia Lauto'o
Notary Public

My Commission Expires: February 24, 2024

Residing at: Salt Lake, Utah



Grantee:
Salt Lake, Garfield and Western Railway Company

[Signature]

By: Dennis A. Marzec

Its: President

Dated: 2/24/2021

ACKNOWLEDGMENT

STATE OF Florida)
) ss.
COUNTY OF Duval)

On this 24th day of February, 2021, personally appeared before me Dennis Marzec, who being by me duly sworn, did say that he/she is the signer of the within instrument on behalf of Salt Lake, Garfield and Western Railway Company, a Delaware Corporation, and that the within and foregoing easement agreement was signed on behalf of Dennis Marzec by actual authority.

[Signature]
Notary Public

My commission expires: 6-8-2021
office
Residing at: 10752 Deerwood Park Blvd.
Suite 300
Jacksonville, FL 32256

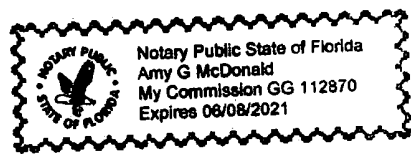
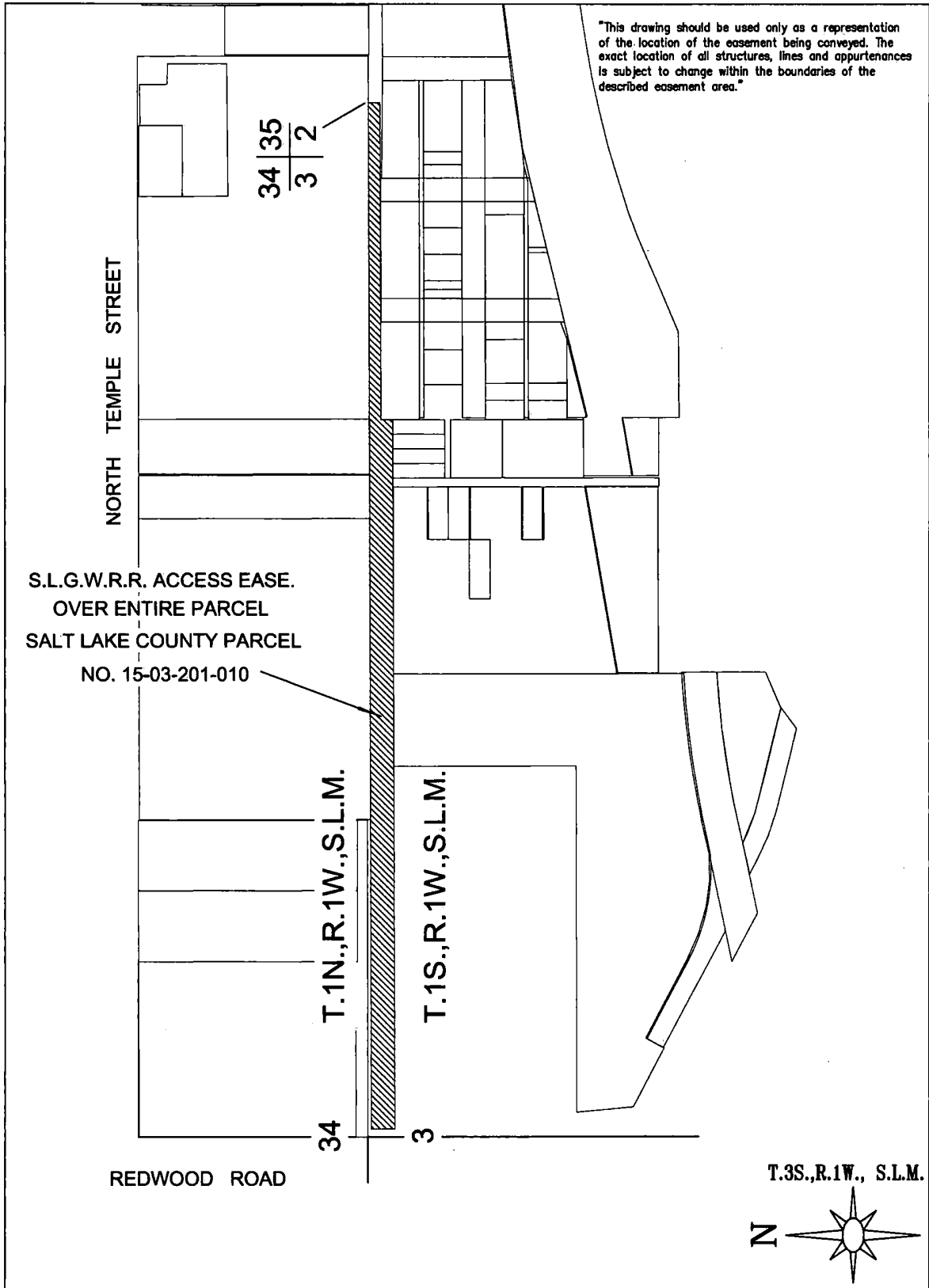


EXHIBIT A

Description of Grantor's Property Affected by Easement.

**BEG E 33 FT M OR L FR N 1/4 COR OF SEC 3, T 1S, R 1W, S L M; N 89°56'26" E 2615.5 FT TO NE COR OF SD SEC 3;
N 89°56'26" E 306 FT; S 0°03'34" E 33 FT TO N LINE OF B K 2, JORDAN ADDITION (VACATED); S 89°56'26" W 900 FT
TO NW COR OF BLK 4, SD JORDAN ADDITION (VACATED); S 0°03'34" E 33.5 FT; S 89°56'26" W 2021.5 FT; N
0°03'34" W 66.5 FT TO BEG. 3.77 AC**

"This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area."

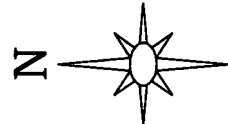


S.L.G.W.R.R. ACCESS EASE.
OVER ENTIRE PARCEL
SALT LAKE COUNTY PARCEL
NO. 15-03-201-010

T.1N., R.1W., S.L.M.

T.1S., R.1W., S.L.M.

T.3S., R.1W., S.L.M.



OCTOBER 29, 2020
SPONSOR: M. LAUTO'O
SURVEYED BY: U.P.&L.
DRAWN BY: W.T.L.
CHECKED BY:
PLOT SCALE: 1" = 1'
CAD No: R:\10\101-AGENTS\M. LAUTO'O\GOSBY PLANT LANDS SLEWBLDG

EXHIBIT "A"
SALT LAKE & GARFIELD WESTERN RAILROAD
ACCESS EASEMENT OVER PACIFICORP LANDS
SALT LAKE CITY, SALT LAKE COUNTY, UTAH

APPROVAL
ROGER RIBGY
DIRECTOR REAL ESTATE TRANSACTIONS



REAL ESTATE TRANSACTION SERVICES

SCALE: 1" = 4000'

SHEET 1 OF 1

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REV.