

Return to:
Rocky Mountain Power
Brian Young
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: Skola Investment Easement
WO#: 6926424
RW#: 2021BAY005

13794508
10/08/2021 02:42 PM \$40.00
Book - 11251 Pg - 6687-6694
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: DNA, DEPUTY - MI 8 P.

UNDERGROUND RIGHT OF WAY EASEMENT AGREEMENT

This UNDERGROUND RIGHT OF WAY EASEMENT AGREEMENT (this "Agreement") is made and entered into this 5th day of October, 2021 by and between **Skola Investment Company**, a Utah corporation ("Grantor") and **Rocky Mountain Power**, an unincorporated division of PacifiCorp ("Grantee").

RECITALS

A. Grantor is the owner of that certain real property located in Salt Lake City Salt Lake County, Utah, as particularity described on Exhibit A attached hereto and incorporated herein by this reference (herein the "Property");

B. Grantee desires to remove an existing utility pole and overhead power line on Grantor's Property and replace and relocate the same with an underground line within the easement area identified in this Agreement and has requested an underground easement for the same from Grantor;

C. Grantor is willing to grant the requested easement on the terms identified in this Agreement.

NOW THEREFORE, for and inconsideration of the premises and the sum of Ten and No/100 Dollars (10.00 and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee an electrical utility easement (herein the "Utility Easement") or a right of way 5 feet in width and 40.62 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, 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 therefor; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of the real property of Grantor in Salt Lake County, State of Utah more particularly described on Exhibit B attached hereto (herein the "Utility Easement Area") and by this reference made a part hereof.

Together with the right of access over, across and through the Utility Easement Area for all activities in connection with the purposes for which this Utility Easement has been granted.

2. Grantee's Use. Grantee's use of the Utility Easement shall be exercised so as to minimize disruption to Grantor's occupation and use of the Utility Easement Area.

3. Grantee's Repair Obligation. Grantee shall promptly repair and restore any damage to the Utility Easement Area or the Property caused by Grantee's construction, operation, maintenance or repair activities (including without limitation the restoration of pavement, curbing or landscaping removed or damaged by such activities) in connection with Grantee's utilization of the Utility Easement.

4. Grantor's Use. Grantor shall have the right to construct, maintain, repair and replace within the Easement Area pavement, curbing, sidewalks, landscaping and such other improvements (except buildings, flammable liquid storage containers and large trees whose root zones would interfere with the Utility Easement) that do not interfere with Grantee's use and enjoyment of the Utility Easement.

5. Indemnification. Grantee hereby agrees to hold Grantor, its successors, assigns, agents and invitees, harmless from and against any claim for injury to person or property which occurs, or is alleged to have occurred, as a result of Grantee's use, misuse, negligence or willful misconduct in relationship to Grantee's use, access or occupancy of the Utility Easement.

6. Successors and Assigns. The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

7. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if signed by the respective persons giving them or by their attorneys and delivered by hand, or deposited in the mail, certified, return receipt requested, properly addressed and postage prepaid, as follows:

If to Grantee:

Rocky Mountain Power
Right of Way Manager
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116

If to the owner of the Property:

ATTN CURRENT PROPERTY OWNER
554 SO 400 WEST
SLC, UT 84101

8. Attorneys' Fees. In the event any action or proceeding is brought by any party, against any other party to this Agreement, to enforce the provisions of this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees, whether such sums are expended with or without suit, at trial or on appeal.

9. Entire Agreement; Modification. This Agreement contains the entire agreement between the parties, and there are no representations, arrangements or understandings, oral or written that are not fully expressed in this Agreement. This Agreement shall not be modified except by an instrument in writing signed by the parties hereto and each of their respective successors of record owning or encumbering any portion of the properties covered by this Agreement.

10. Governing Law and Waiver of Jury Trial. The provisions of this Agreement shall be governed by the laws of the State of Utah. 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.

11. Counterparts. This Agreement may be executed in counterparts, each of which may be deemed to be an original, and all of such counterparts together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

[Remainder of page left blank. See attached signature page]

Signature Page
To
Underground Right of Way Easement Agreement

GRANTOR:

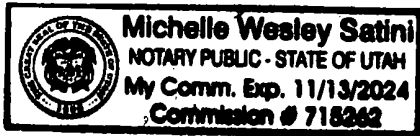
SKOLA INVESTMENT COMPANY,
a Utah corporation

By: 
Heather Skola, President

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

On October 5th, 2021 before me, a Notary Public in and for the State of Utah, personally appeared **Heather Skola**, personally known by me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument as **President of Skola Investment Company**, and said execution was duly authorized.

WITNESS my hand and official seal.




Notary Public

Exhibit A

[Legal Description of Grantor's Real Property]

LOT 8 BLOCK 29, PLAT "A", SALT LAKE CITY SURVEY

Assessor Parcel No.: 15-01-377-016-0000

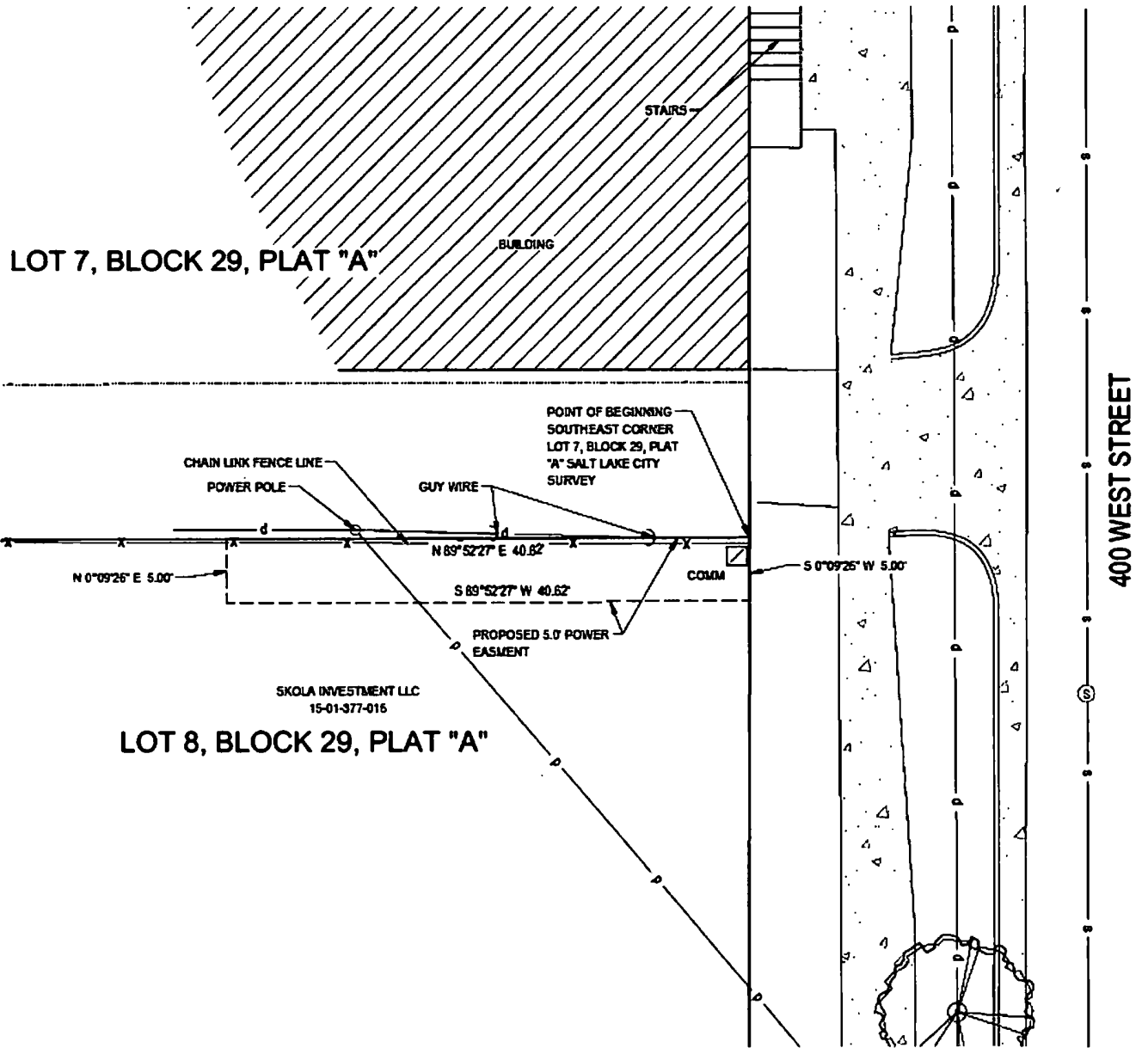
Exhibit B

[Legal Description of Utility Easement and Easement Area]

BEGINNING AT THE NORTHEAST CORNER OF LOT 8, BLOCK 29, PLAT "A", SALT LAKE CITY SURVEY, AND RUNNING THENCE SOUTH 0°09'26" WEST ALONG THE EAST LINE OF SAID LOT 8 A DISTANCE OF 5.00 FEET; THENCE SOUTH 89°52'27" WEST 40.62 FEET; THENCE NORTH 0°09'26" EAST 5.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 8; THENCE NORTH 89°52'27" EAST ALONG SAID NORTH LINE 40.62 FEET TO THE POINT OF BEGINNING.

Assessor Parcel No.: 15-01-377-016-0000

Easement



Section 1, Township 1 South, Range 1 West
 Parcel No.: 15013770160000



CC#:
WO#: 6926424
Name: Skola Investment Easement
Drawn By:

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.

EXHIBIT B

Rocky Mountain Power

SCALE: No Scale		SHEET 1 OF 1
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