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WHEN RECORDED, RETURN TO:

Rocky Mountain Power
Attn: Lisa Louder/
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116
Parcel No. UTUT-0168
File No.
Tax ID No. 270370025



ENT 73596:2021 PG 1 of 7
ANDREA ALLEN
UTAH COUNTY RECORDER
2021 Apr 19 2:27 pm FEE 40.00 BY LT
RECORDED FOR ROCKY MOUNTAIN POWER

PUBLIC ROADWAY EASEMENT

ROCKY MOUNTAIN POWER, an unincorporated division of PacifiCorp, successor in interest to Utah Power & Light Company, whose principal office is located at 1407 West North Temple, Salt Lake City, Utah, 84116, ("GRANTOR"), hereby CONVEYS to Maple Mountain Land LLC, a Utah Company, its successors-in-interest and assigns ("GRANTEE"), in consideration of the mutual promises and other good and valuable consideration, a perpetual easement and right of way for the installation, construction, operation, maintenance and repair of a public roadway, 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:

ACCESS AND UTILITY EASEMENT "A"

Beginning at a point on the west line of that real property described at Entry No. 24369:1978 in the official records of Utah County, said point being located S0°12'11"E along the section line 252.00 feet and East 394.78 feet from the West Quarter Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: N0°12'09"W between the West Quarter Corner and the Northwest Corner of Section 27); thence N28°26'09"W along said line 90.64 feet; thence N89°36'24"E 116.55 feet; thence along the arc of a curve to the left 19.99 feet with a radius of 190.00 feet through a central angle of 6°01'38" chord: N86°35'35"E 19.98 feet; thence S27°41'09"E 73.56 feet to the east line of that real property described at Entry No. 24369:1978 in the official records of Utah County; thence S28°26'09"E 10.47 feet; thence along the arc of a curve to the right 59.07 feet with a radius of 270.00 feet through a central angle of 12°32'09" chord: S83°20'20"W 58.96 feet; thence S89°36'24"W 73.93 feet to the point of beginning.

Contains: 10,783

s.f.

ACCESS AND UTILITY EASEMENT "B"

Beginning at a point on the north line of that real property described at Entry No. 24369:1978 in the official records of Utah County, said point being located $S0^{\circ}12'11''E$ along the section line 289.66 feet and East 1519.85 feet from the West Quarter Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian (Basis of Bearing: $N0^{\circ}12'09''W$ between the West Quarter Corner and the Northwest Corner of Section 27); thence $N89^{\circ}33'51''E$ along said line 84.75 feet; thence $S19^{\circ}42'25''E$ 4.55 feet; thence along the arc of a curve to the right 121.71 feet with a radius of 2860.00 feet through a central angle of $2^{\circ}26'18''$ chord: $S18^{\circ}29'16''E$ 121.70 feet to the south line of that real property described at Entry No. 24369:1978 in the official records of Utah County; thence $S89^{\circ}33'51''W$ along said line 83.69 feet; thence along the arc of a non-tangent curve to the left 94.07 feet with a radius of 2780.00 feet through a central angle of $1^{\circ}56'20''$ chord: $N18^{\circ}44'15''W$ 94.07 feet; thence $N19^{\circ}42'25''W$ 32.52 feet to the point of beginning.

Contains: 10,114 s.f.

ACCESS AND UTILITY EASEMENT "C"

Beginning at a point $N0^{\circ}12'09''W$ along the section line 248.60 feet from the West Quarter Corner of Section 27, Township 8 South, Range 3 East, Salt Lake Base & Meridian; thence $N0^{\circ}12'09''W$ along said section line 80.00 feet; thence East 222.95 feet to the east line of that real property described at Entry No. 24369:1978 in the official records of Utah County; thence $S28^{\circ}26'09''E$ along said line 90.98 feet; thence West 37.01 feet; thence South 225.91 feet; thence along the arc of a curve to the right 21.96 feet with a radius of 162.00 feet through a central angle of $7^{\circ}46'00''$ chord: $S3^{\circ}53'00''W$ 21.94 feet to the south line of that real property described at Entry No. 24369:1978 in the official records of Utah County; thence $S89^{\circ}47'51''W$ along said line 73.24 feet; thence $N12^{\circ}28'49''E$ 2.77 feet; thence along the arc of a curve to the left 19.60 feet with a radius of 90.00 feet through a central angle of $12^{\circ}28'49''$ chord: $N6^{\circ}14'24''E$ 19.57 feet; thence North 225.91 feet; thence West 156.98 feet to the point of beginning.

Contains: 37,418 s.f.

These easements are granted subject to the following restrictive conditions:

- 1) In addition to a) and b) below, 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 construction and installations constructed after the granting of this easement, including electric transmission and distribution circuits that cross over or above the property as herein described.
 - a) Grantee will not install any streetlights or signs within the easement without Grantor's prior written approval.

- b) Grantee will submit all construction plans for all utilities including, but not limited to water, sewer, gas, fiber, storm water, etc. to Grantor for review and approval prior to installation within the easement.
- 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 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. 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.
- 4) Grantee understands that the construction of stationary infrastructure and supports such as road signage, playground equipment or light structures in high voltage right of way should be avoided. If the area within the right of way for a high voltage transmission lines is to be utilized to provide general pedestrian traffic, the associated infrastructure should be designed to mitigate the occurrence of shock sensations caused from the difference of electric charge between metallic objects and pedestrians.
- 5) In addition to a) and b) below, Grantee shall not place or allow to be placed any trees or other vegetation within the easement exceeding twelve (12) feet in height. Grantee shall be responsible and its sole expense for removing any trees or vegetation that exceeds the 12-foot limitation.
- a) No landscaping shall be placed within 50 feet of Grantor's electrical structures including guys and anchors.
- b) Grantee will verify that any landscaping or irrigation installed shall have proper drainage so that the ground is stable enough for equipment weigh in excess of 50-ton.
- 6) In the event Grantee ceases to use, for purposes of a roadway, the property herein described, this easement shall thereupon immediately terminate, with all rights and interest conveyed herein by Grantor to revert back to Grantor by instrument of disclaimer from Grantee, or its successors or assigns.
- 7) 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.

8) **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.
- 9) Grantee will submit plans to Grantor prior to connecting any roadways to this easement. Any roadway connections will be subject to Grantor's prior written approval.
- 10) 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.

{Signatures to follow on the next full page.}

IN WITNESS WHEREOF, the Grantor has caused its corporate name to be hereunto affixed by its duly authorized officer this 16th day of April, 2021.

Rocky Mountain Power, an unincorporated division of PacifiCorp, Successor in Interest to Utah Power & Light Company

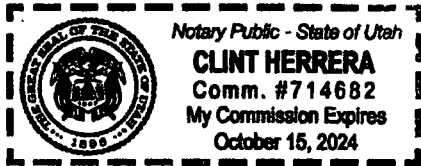
Roger B. Rigby

By: Roger B. Rigby

Its: Dir. Real Estate

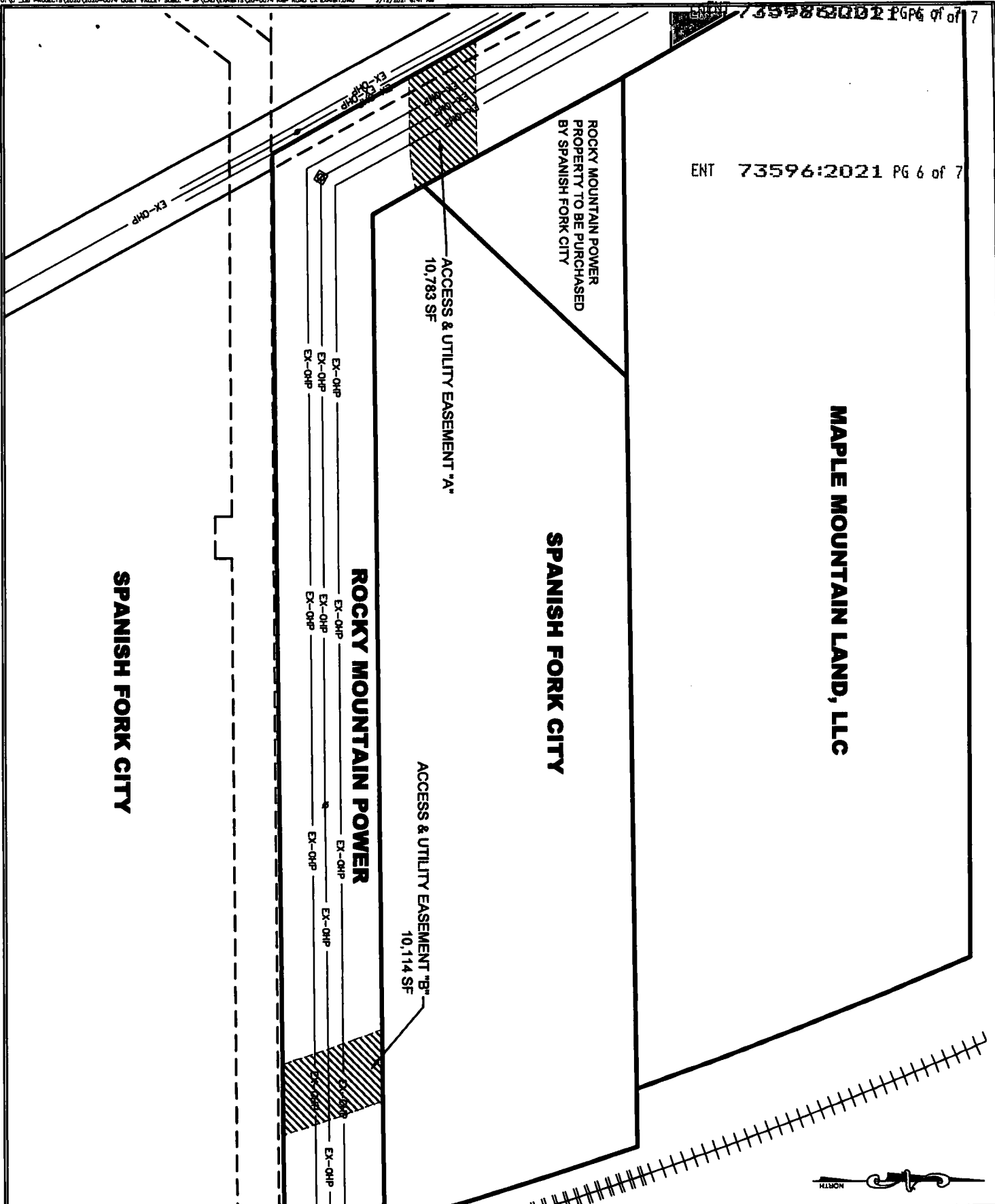
STATE OF UTAH)
)ss.
County of Salt Lake)

On the 16th day of April, 2021, personally appeared before me Roger Rigby, who being by me duly sworn, did say that he is the Director of Real Estate Transactions of Rocky Mountain Power, an unincorporated division of PacifiCorp, Successor in Interest of Utah Power & Light Company, and that the foregoing instrument was signed in behalf of said corporation by authority of a resolution of its Board of Directors, and the said Director acknowledged to me that said corporation executed the same.



[Signature]
NOTARY PUBLIC

My Commission Expires: Oct. 15, 2024



SHEET

1

LEI PROJECT #: 2020-0074

DRAWN BY: DSE

SCALE: 1"=150'

DATE: 3/23/2021

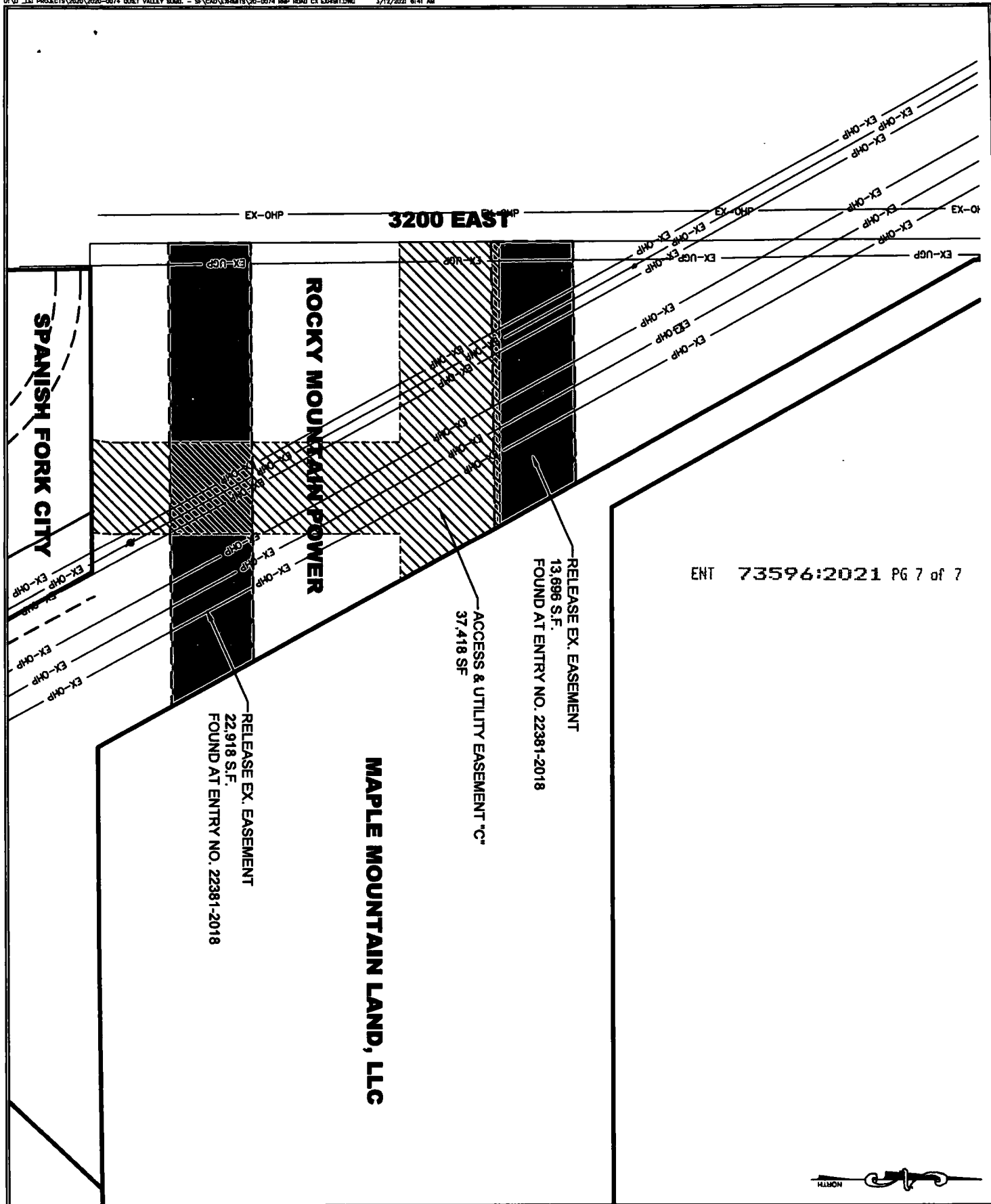
UTAH POWER AND LIGHT
SPANISH FORK, UTAH

ACCESS & UTILITY EASEMENT "A" & "B"




ENGINEERS - SURVEYORS
PLANNERS

- A Utah Corporation -
3302 N. Main Street
Spanish Fork, UT 84600
Phone: 801.798.0555
Fax: 801.798.0393
office@lei-eng.com
www.lei-eng.com



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<p>SHEET 1</p>	<p>LEI PROJECT #: 2020-0074 DRAWN BY: DSE SCALE: 1"=100' DATE: 3/23/2021</p>	<p align="center">UTAH POWER AND LIGHT SPANISH FORK, UTAH</p> <hr/> <p align="center">ACCESS & UTILITY EASEMENT "C"</p>		<p align="center">  ENGINEERS - SURVEYORS PLANNERS </p> <p align="right"> <small> • A Utah Corporation • 3302 N. Main Street Spanish Fork, UT 84660 Phone: 801.798.0556 Fax: 801.798.9393 office@lei-eng.com www.lei-eng.com </small> </p>
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