

When recorded return to:

Rocky Mountain Power
Lisa Louder
1407 West North Temple Ste. 110
Salt Lake City, UT 84116



ENT 87196:2019 PG 1 of 6
JEFFERY SMITH
UTAH COUNTY RECORDER
2019 Sep 05 4:04 pm FEE 40.00 BY SW
RECORDED FOR SIDNEY ALLSOP

CC#: 11421 WO#: 6644676 RW#: _____

APN: _____

UNDERGROUND POWER LINE EASEMENT

SUBURBAN LAND RESERVE, INC., a Utah corporation, with an address of 51 S. Main Street, Suite 300, Salt Lake City, Utah 84111 (“**Grantor**”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants and conveys, without warranty, to PACIFICORP, an Oregon Corporation, d/b/a Rocky Mountain Power, with an office located at 1407 West North Temple, Salt Lake City, Utah 84116 (“**Grantee**”), a non-exclusive, perpetual easement under and through that certain real property located in Utah County, State of Utah, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (the “**Easement Property**”), to construct, install and place an underground power line and related underground facilities (collectively, the “**Power Facilities**”), and thereafter reconstruct, maintain, operate, clean, repair, inspect, alter, remove, replace, and protect the same, and for no other use or purpose.

TOGETHER WITH the reasonable right of access to the Easement Property across certain portions of the lands of Grantor (“**Grantor’s Property**”) provided that Grantee shall use any existing roads or paved surfaces on Grantor’s Property to the extent possible and shall use good faith efforts to minimize any disturbance or damage to the Grantor’s Property to the fullest extent possible.

SUBJECT TO: (1) any state of facts which an accurate ALTA/ASCM survey (with all Table A items) or physical inspection of the Easement Property might show, (2) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (3) all reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

TO HAVE AND TO HOLD the same unto the said Grantee so long as the Power Facilities shall be maintained and operated on the Easement Property.

GRANTEE’S RIGHT to use the Easement Property shall be subject to the following conditions which, upon the recordation of this instrument or use of the easement granted herein, shall be deemed to have been agreed and accepted by Grantee:

1. Grantee, and its successors and assigns, contractors, subcontractors, agents, servants, and employees (“**Grantee’s Parties**”) shall enter and use the Easement Property at their sole risk, and Grantee hereby releases Grantor from any claims relating to the condition of the Easement Property by Grantee and Grantee’s Parties.

2. Grantee shall properly design, install, construct, maintain, and repair the Power Facilities located on the Easement Property pursuant to the National Electrical Safety Code.

3. Grantee shall repair any portion of the Easement Property or Grantor's Property damaged in the prosecution of any work by Grantee or Grantee's Parties and shall otherwise restore the surface condition to the same or better condition that it was in prior to such work by Grantee or Grantee's Parties.

4. Grantee's work on the Easement Property will not prevent or substantially interfere with pedestrian and vehicular access to Grantor's Property.

5. Grantee hereby indemnifies, holds harmless and agrees to defend Grantor from and against any and all liens, encumbrances, costs (including reasonable attorneys' fees, discovery and investigative costs, witness fees and any other associated costs), demands, claims, judgments, and/or damage caused by or arising out of (a) the use of the Easement Property and any work performed on the Easement Property or Grantor's Property by Grantee and Grantee's Parties, and (b) any failure to abide by the terms of this document, including the failure to maintain the Power Facilities by Grantee and Grantee's Parties.

6. The prevailing party in any legal proceedings shall be entitled to its reasonable attorneys' fees and costs from the other party. This Easement shall be governed by the laws of the State of Utah, without regard to conflicts of law provisions. Venue and jurisdiction for any legal proceedings shall be in Salt Lake County, Utah.

GRANTOR EXPRESSLY RESERVES the right to relocate the Easement Property and the Power Facilities with Grantee's consent, which consent shall not be unreasonable withheld, conditioned, or delayed. If Grantor elects to relocate the Easement Property and the Power Facilities, Grantor shall notify Grantee and shall execute an amended and restated easement which, unless otherwise agreed, shall contain the same terms as this Easement. If Grantor elects to relocate the Power Facilities, Grantor will pay the costs of relocation. Grantor hereby reserves the right to use the Easement Property for any use not inconsistent with the specific rights granted herein. Without limiting the foregoing, Grantor reserves the right: (1) for pedestrian and vehicular ingress to and egress from Grantor's Property through the Easement Property; (2) for the placement and maintenance of landscaping, trees, signs, light standards, sidewalks, curbs and gutters, ditches, utility lines, pipes and related appurtenances, fences, and asphalt roadways and driveways; (3) to grant other non-exclusive easements, licenses and rights within or on the Easement Property to other parties. Notwithstanding the foregoing, Grantor agrees not to construct any permanent building or structures within the Easement Property.

THE EASEMENT GRANTED HEREIN shall be for the use and benefit of the Grantee and Grantee's Parties and the rights granted shall not be assigned in part to any other party without the written consent of Grantor. This instrument shall be binding upon and inure to the benefit of the parties and their successors and assigns.

This Easement shall terminate: (1) if Grantee (or its successors) abandons the Easement Property, or (2) ceases to use the Power Facilities located on the Easement Property for a period of twenty-four months. The twenty-four month non-use period shall be deemed to begin if: (a) Grantor gives written notice to Grantee at the address provided below that Grantor has determined that Grantee has ceased to use the Power Facilities; or (b) if Grantee ceases to convey electrical energy across Power Facilities located on Grantor's Property. All rights granted herein shall cease within one hundred and eighty (180) days after the first day that either of these events occurs unless Grantee provides written notice to Grantor at the address set forth in the first paragraph of this Easement that it is transmitting electrical energy or plans to do so within one hundred and eighty (180) days. Upon such termination of this Easement, Grantor shall have the right to record a Release of Easement instrument in the Official Records of Utah County, Utah, thereby terminating all rights and interests of Grantee in Grantor's Property.

For purposes of this Easement Grantee's notice address is:

Rocky Mountain Power Right of Way Department at 1407 West North Temple #110 Salt Lake City, UT 84116 One Utah Center Floor 23; and

Rocky Mountain Power Legal Department at 201 South Main Street Salt Lake City, Utah 84111.

The individual executing this Easement represents and warrants that he/she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his/her signature, this Agreement shall be binding upon the party for which he/she signs. This Easement may be amended only by recording, in the office of the county recorder, an instrument in writing reciting the terms of the amendment and bearing the signatures of all parties hereto, or their heirs, successors, and assigns. The failure to enforce or perform any provision set forth in this Easement shall not be deemed a waiver of any such right. All rights and obligations contained herein or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.

[Signature and Acknowledgement to Follow]

EXHIBIT A (to Utility Easement)

(Legal Description of the Easement Property)

**JORDAN PROMENADE POWER LINE EASEMENT ALONG RIVERSIDE DRIVE THROUGH SUBURBAN LAND RESERVE
PROPERTY (PART OF PARCEL NO. 58:037:0058)**

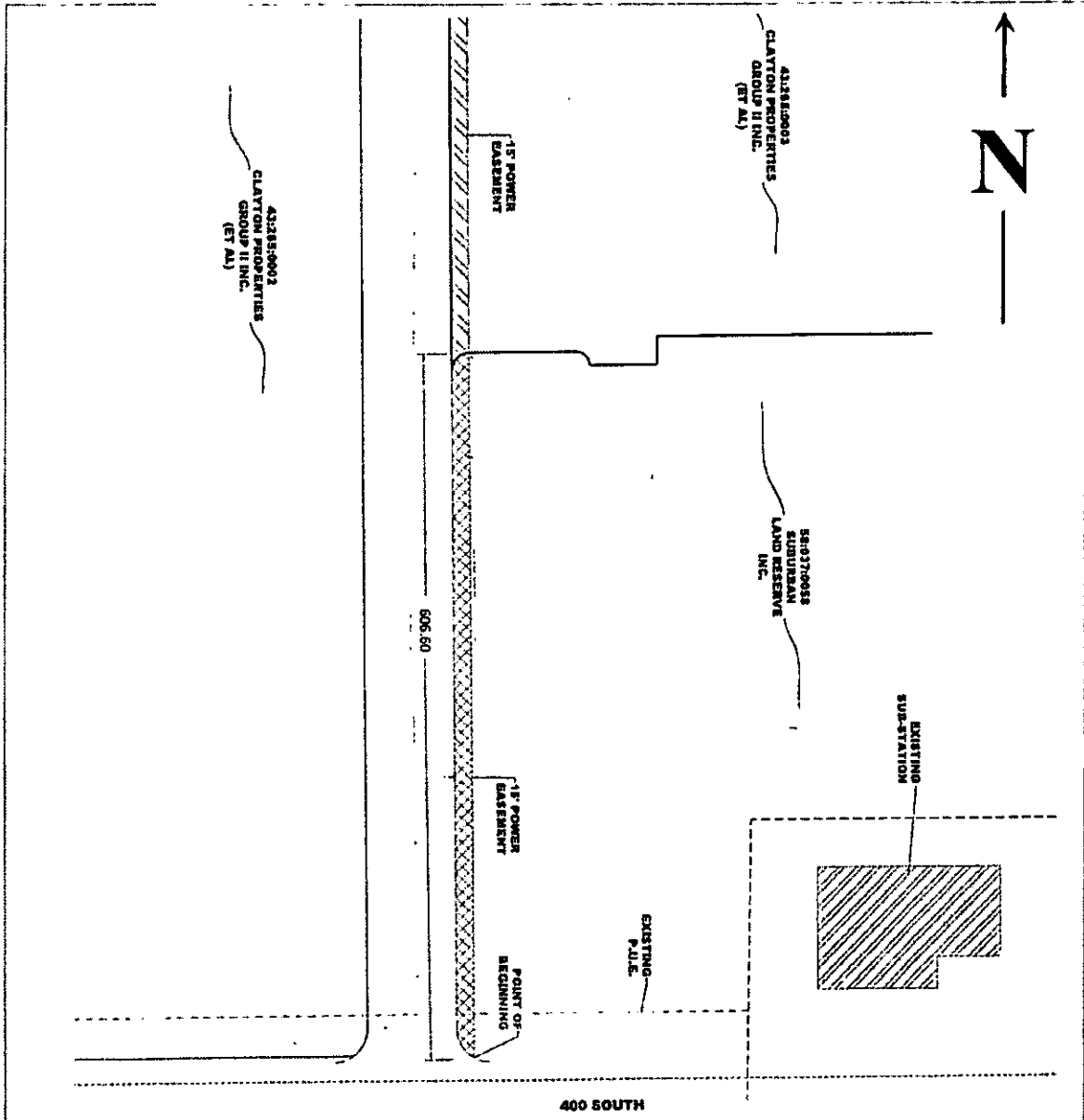
A PORTION OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN, SARATOGA SPRINGS, UTAH COUNTY, UTAH, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF RIVERSIDE DRIVE ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE UTAH COUNTY RECORDER, SAID POINT BEING LOCATED N89°57'40"W ALONG THE QUARTER SECTION LINE 1143.90 FEET AND NORTH 38.70 FEET FROM THE EAST 1/4 CORNER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 1 WEST, SALT LAKE BASE & MERIDIAN; THENCE ALONG SAID RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: NORTHWESTERLY ALONG THE ARC OF A 28.50 FOOT RADIUS NON-TANGENT CURVE TO THE RIGHT (RADIUS BEARS: N28°16'38"E) 30.70 FEET THROUGH A CENTRAL ANGLE OF 61°43'35" (CHORD: N30°51'34"W 29.24 FEET); THENCE N0°00'13"E 565.54 FEET; THENCE ALONG THE ARC OF A 16.00 FOOT RADIUS CURVE TO THE RIGHT 24.13 FEET THROUGH A CENTRAL ANGLE OF 86°25'00" (CHORD: N43°12'43"E 21.91 FEET); THENCE S0°00'13"W 606.60 FEET TO THE POINT OF BEGINNING.

Cked by JJB 24 June 2019

CONTAINS: ±0.20 ACRES
8,936 SQ. FT.

EXHIBIT A (to Utility Easement) cont.



<p>CC#: 11421 WO#: 6644676</p>	<p>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.</p>
<p>Landowner: Suburban Land Reserve Inc.</p>	
<p>Drawn by:</p>	
<p>EXHIBIT A</p>	<p>ROCKY MOUNTAIN POWER A DIVISION OF PACIFICORP</p> <p>SCALE: NTS</p>