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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-0039 & UTSL-0044
Tax ID No. . 33-11-400-011 & 33-11-400-022

13352650
08/06/2020 01:28 PM \$40.00
Book - 10994 Pg - 75-79
RASHELLE HOBBS
RECORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: TCA, DEPUTY - WI 5 P.

NON- EXCLUSIVE PARKING AND 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 BRIXTON PARTNERS, LLC, a 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 a parking lot and access ("Easement Area"), 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 & 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) 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 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, and at Grantee's sole cost and expense, submit as-built survey drawings for the

Easement Area within 30 days of completion. The drawings must bear the signature, stamp and date of the approving state-licensed engineer.

- 4) 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.
- 5) Abandonment. In the event Grantee ceases to use the Easement Area, for thirty (30) or more consecutive days, for purposes of a parking lot and access, 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.
- 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) 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.
- 9) 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.

10) 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 17 day of July, 2020

PacifiCorp, successor in interest to Utah Power & Light Company

Curt Mansfield
By: Douglas N. Bennion
Its: Vice President of Engineering & Asset Mgmt.
T&D Operations

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

On the 17 day of July, 2020, personally appeared before me Curtis Mansfield Douglas N. Bennion, who being duly sworn did say that he is the signer of the within instrument on behalf of PacifiCorp, successor in interest to Utah Power & Light Company 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.

Curtis Mansfield
Notary Public

My Commission Expires:
February 24, 2024

Residing at: Salt Lake, Utah

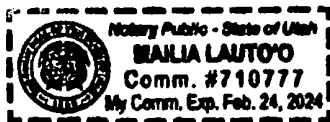


EXHIBIT A

Description of Grantor's Property Affected by Easement.

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, SAID POINT BEING SOUTH 89°52'48" WEST ALONG THE SECTION LINE, 1327.08 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 11, AND RUNNING THENCE NORTH 89°52'48" EAST ALONG THE SECTION LINE, 157.51 FEET; THENCE SOUTH 01°31'38" EAST 1313.61 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, THENCE NORTH 89°57'39" WEST ALONG SAID SOUTH LINE, 212.82 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11, THENCE NORTH 00°53'09" EAST ALONG SAID WEST LINE, 691.67 FEET; THENCE NORTH 01°34'13" WEST 343.46 FEET; THENCE SOUTH 89°35'33" EAST 14.72 FEET TO SAID WEST LINE; THENCE NORTH 00°53'09" EAST ALONG SAID WEST LINE, 277.89 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 11 AND THE POINT OF BEGINNING.

CONTAINS 5.64 ACRES

EXHIBIT B

Description of Parking and Access Easement

EASEMENT LEGAL DESCRIPTION:

A NON-EXCLUSIVE EASEMENT FOR PARKING AND CROSS ACCESS. SAID EASEMENT IS SITUATED IN PARCEL 33-11-400-011 AND PARCEL 33-11-400-22 WHICH IS RECORDED TOGETHER AS ENTRY NO. 3213553, BK 4789, PG 141 OF SALT LAKE COUNTY RECORDS, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 4 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, STATE OF UTAH. SAID EASEMENT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS SOUTH 89°36'28" WEST A DISTANCE OF 1320.00 FEET; THENCE SOUTH 00°05'10" WEST A DISTANCE OF 277.99 FEET; THENCE NORTH 90°00'00" WEST (WEST) A DISTANCE OF 14.30 FEET FROM THE EAST QUARTER CORNER OF SAID SECTION 11; AND RUNNING THENCE SOUTH 2°22'12" EAST A DISTANCE OF 343.44 FEET; THENCE SOUTH 00°05'10" WEST A DISTANCE OF 691.66 FEET TO THE SOUTH 1/16 TH LINE OF SAID SECTION 11; CONTINUING THENCE ALONG SAID SOUTH 1/16 TH LINE SOUTH 89°46'01" WEST A DISTANCE OF 19.58 FEET; THENCE LEAVING SAID SOUTH 1/16 TH LINE OF SAID SECTION 11 TO AND ALONG EAST 1/16TH LINE NORTH 00°36'49" EAST A DISTANCE OF 691.67 FEET; THENCE LEAVING SAID EAST 1/16 TH LINE NORTH 01°50'33" WEST A DISTANCE OF 343.46 FEET; THENCE SOUTH 89°51'53" EAST A DISTANCE OF 10.06 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 15,340.39 SQUARE FEET OR 0.3522 ARES MORE OR LESS.