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3/25/2021 2:30:00 PM \$40.00  
Book - 11143 Pg - 8463-8472  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
FIRST AMERICAN NCS  
BY: eCASH, DEPUTY - EF 10 P.

Return to: Rocky Mountain Power  
(Insert Agent Here)  
1407 W. North Temple, #110  
Salt Lake City, UT 84116

CC#: Work Order#:

### **RIGHT OF WAY AND ACCESS EASEMENT AGREEMENT**

Effective as of March 25, 2021 (the "Effective Date"), for value received, Artspace City Center, LLC, a Utah limited liability company ("Grantor"), as the owner of that certain real property in Salt Lake County, Utah, as more particularly described on Exhibit B attached hereto and by this reference made a part hereof ("Grantor's Property"), in order to provide service to certain properties from 600 West Street, hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns ("Grantee"), a non-exclusive easement for a right of way for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, protection and removal of underground electric power transmission, distribution and communication lines, below the surface of the northernmost five (5) feet of Grantor's Property more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Underground Easement Area"), and which lines shall be in the location shown on Exhibit C attached hereto and by this reference made a part hereof.

Together with the non-exclusive right of access upon, across and over a portion of the property, in the location described on Exhibit A attached hereto and by this reference made a part hereof ("Access Easement Area," and together with the Underground Easement Area, collectively the "Easement Areas"), for all activities in connection with the purposes for which this easement has been granted and for the operation, maintenance, repair and replacement of a transformer located upon the CSA Property (as described in Exhibit D). And together with the present and (without payment therefor) the future right to keep the Easement Areas clear of all brush, trees, timber, surface structures, surface buildings and other unreasonable hazards which might endanger Grantee's facilities or unreasonably impede Grantee's exercising of the rights of Grantee under this easement.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the Easement Areas. Subject to the foregoing limitations, Grantor and any other persons or entities granted the right of use by Grantor shall continue to have the right to use the Easement Areas so long as such use does not conflict or interfere with this Easement. Notwithstanding the foregoing, Grantor specifically agrees that it shall not construct, place or install any improvements above, upon, or over the Access Easement Area, provided that Grantor may use, encumber, and further utilize underground portions of the Access Easement Area in a manner not inconsistent with the access provided herein. Grantor may temporarily close the Access

Easement Area for reasonable periods and as reasonably necessary in connection with any construction and development activities upon Grantor's adjoining property, upon prior written notice to Grantee.

Grantee, at Grantee's sole cost and expense, shall repair any damage caused to the Easement Areas or the Grantor's Property, to the extent caused by Grantee's activities thereon, or otherwise resulting from Grantee's exercise of Grantee's rights under this easement and shall defend, indemnify and hold harmless Grantor from any and all judgments, actions liens, loss, damages, penalties, fines, liabilities, expenses (including reasonable attorneys' fees) and claims ("Indemnities") arising out of Grantee's use of the easement, but Grantee's indemnification obligation herein shall not extend to Indemnities caused by Grantor or third-parties.

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. 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.

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

[Execution pages follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

GRANTOR:

ARTSPACE CITY CENTER, LLC

its By Artspace, a Utah nonprofit corporation,  
Manager

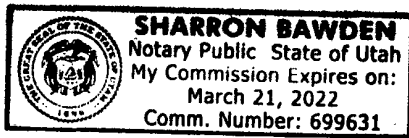
By: [Signature]  
Name: Jessica Norie  
Its: President

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

The foregoing instrument was acknowledged before me this 22 day of March, 2021, by Jessica Norie, the President of Artspace, a Utah nonprofit corporation, the Manager of Artspace City Center, LLC, a Utah limited liability company.

[Signature]  
NOTARY PUBLIC  
Residing at: Salt Lake County, Utah

My Commission Expires:  
March 21, 2022



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**GRANTEE:**

**PACIFICORP**, an Oregon Corporation,  
d/b/a Rocky Mountain Power

By: Roger B. Rigby  
Name: ROGER B. RIGBY  
Its: DIR. Real Estate

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

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of February, 2021, by Roger B. Rigby, the Director RE of Pacificorp, an Oregon corporation, d/b/a Rocky Mountain Power.

[Signature]  
NOTARY PUBLIC  
Residing at:  
Salt Lake City, Utah

My Commission Expires:  
August 20, 2023

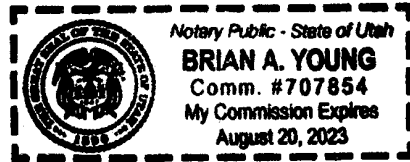


Exhibit A

**Easement Area**  
(West of Woodbine)

5.0' Underground Power Line Easement

BEGINNING AT A POINT BEING SOUTH 89°53'06" WEST 4.00 FEET TO THE EAST LINE OF SAID 600 WEST AND SOUTH 0°03'33" EAST 164.93 FEET ALONG THE EAST LINE OF SAID 600 WEST STREET AND NORTH 89°53'58" EAST 120.00 FEET FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 63, PLAT A, SALT LAKE CITY SURVEY, AND RUNNING;

THENCE NORTH 89°53'58" EAST 191.50 FEET;  
THENCE SOUTH 0°03'32" EAST 5.00 FEET;  
THENCE SOUTH 89°53'58" WEST 191.50 FEET;  
THENCE NORTH 0°03'32" WEST 5.00 FEET TO THE POINT OF BEGINNING.

Contains 958 square feet.

Access Easement

A PARCEL OF LAND SITUATE IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT BEING SOUTH 89°53'06" WEST 18.50 FEET AND SOUTH 00°03'32" EAST 165.00 FEET FROM THE NORTHEAST CORNER OF LOT 5, BLOCK 63, PLAT "A", SALT LAKE CITY SURVEY, SAID POINT ALSO BEING SOUTH 86°59'32" EAST 380.34 FEET AND SOUTH 213.78 FEET FROM THE STREET MONUMENT AT THE INTERSECTION OF 200 SOUTH STREET AND 600 WEST STREET, AND RUNNING. THENCE SOUTH 20.00 FEET; THENCE SOUTH 89°53'58" WEST 156.48 FEET; THENCE NORTH 00°03'00" WEST 7.95 FEET; THENCE SOUTH 89°53'07" WEST 35.00 FEET; THENCE NORTH 00°03'33" WEST 12.00 FEET; THENCE NORTH 89°49'45" EAST 51.50 FEET; THENCE NORTH 89°53'58" EAST 5.00 FEET; THENCE NORTH 89°53'58" EAST 135.00 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,550 SQUARE FEET OR 0.082 ACRES

Exhibit B:

**Grantor's Property**

PARCEL 1:

BEGINNING AT A POINT 24.95 FEET NORTH FROM THE SOUTHWEST CORNER OF LOT 4, BLOCK 63, PLAT "A", SALT LAKE CITY SURVEY; AND RUNNING THENCE NORTH 57° 23' EAST 59.45 FEET; THENCE NORTH 76° 56' EAST 50 FEET; THENCE NORTH 85° 39' EAST 50 FEET; THENCE EAST 27 FEET; THENCE NORTH 11.33 FEET; THENCE EAST 107.47 FEET; THENCE SOUTH 11.33 FEET; THENCE EAST 20.5 FEET; THENCE SOUTH 72.1 FEET TO THE SOUTH LINE OF SAID LOT 4; THENCE EAST 26.40 FEET TO THE SOUTHEAST CORNER OF SAID LOT 4; THENCE NORTH 165 FEET; THENCE WEST 210 FEET; THENCE SOUTH 00° 03' 33" EAST 12 FEET; THENCE NORTH 89° 43' 07" EAST 35 FEET; THENCE SOUTH 00° 03' 33" EAST 52.82 FEET; THENCE SOUTH 74° 34' WEST 108.05 FEET; THENCE SOUTH 59° 37' 27" WEST 58.85 FEET TO THE WEST LINE OF LOT 4; THENCE SOUTH 17 FEET, MORE OR LESS, TO BEGINNING.

ALSO TOGETHER WITH A 4 FOOT STRIP ADJACENT TO THE WEST LINE OF SUBJECT PROPERTY BEING A PORTION OF VACATED 600 WEST STREET.

PARCEL 2:

ALL OF LOT 7, BLOCK 63, PLAT "A", SALT LAKE CITY SURVEY.

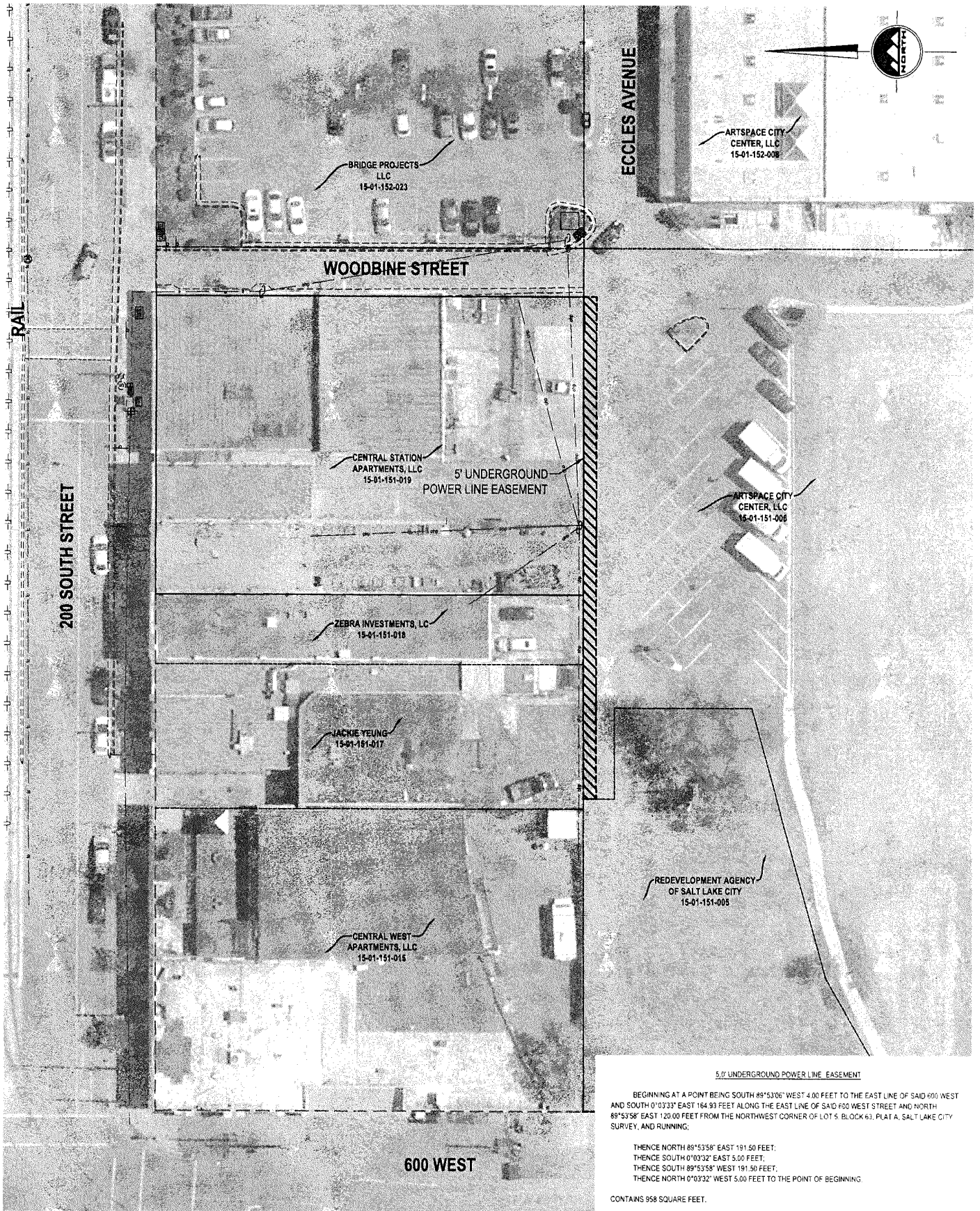
ALSO, TOGETHER WITH A RIGHT OF WAY OVER: COMMENCING 2 FEET WEST FROM THE NORTHEAST CORNER OF LOT 5, SAID BLOCK 63; AND RUNNING THENCE WEST 16.5 FEET; THENCE SOUTH 10 RODS; THENCE EAST 2 FEET; THENCE SOUTH 10 RODS; THENCE EAST 16.5 FEET; THENCE NORTH 10 RODS; THENCE WEST 2 FEET; THENCE NORTH 10 RODS TO THE PLACE OF COMMENCEMENT.

Assessor Parcel No. (Insert Parcel No. Here)

**Exhibit C**

**Location of Easement Areas**

*See attached.*



5.0' UNDERGROUND POWER LINE EASEMENT

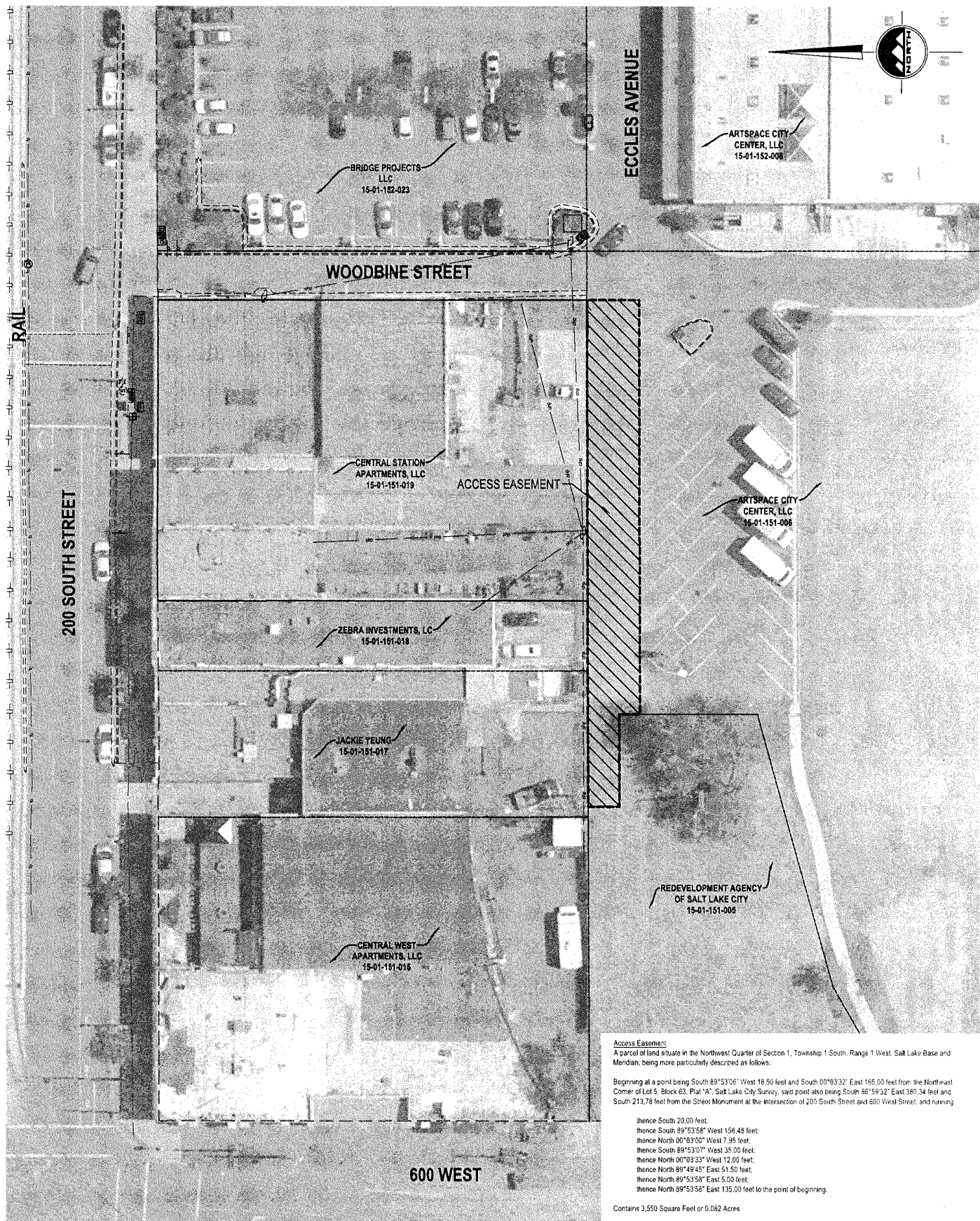
BEGINNING AT A POINT BEING SOUTH 89°53'06" WEST 4.00 FEET TO THE EAST LINE OF SAID 600 WEST AND SOUTH 0°03'33" EAST 164.93 FEET ALONG THE EAST LINE OF SAID 600 WEST STREET AND NORTH 89°53'58" EAST 120.00 FEET FROM THE NORTHWEST CORNER OF LOT 5, BLOCK 63, PLAT A, SALT LAKE CITY SURVEY, AND RUNNING;

THENCE NORTH 89°53'58" EAST 191.50 FEET;  
 THENCE SOUTH 0°03'32" EAST 5.00 FEET;  
 THENCE SOUTH 89°53'58" WEST 191.50 FEET;  
 THENCE NORTH 0°03'32" WEST 5.00 FEET TO THE POINT OF BEGINNING

CONTAINS 958 SQUARE FEET.

PROJECT # 8468A	DATE 1/15/21	<b>CENTRAL STATION</b>	FOR ARCHITECTURE BELGIQUE, INC 7583 MAIN STREET MIDVALE, UTAH PHONE: 801.561.1333	45 W. 10000 S. Ste 500 Sandy, UT 84070 Phone: 801.255.0529 Fax: 801.255.4449 <a href="http://www.ensigneng.com">www.ensigneng.com</a>	
<b>2 OF 2</b>					
FILE: 15D\EXHIBIT2					





**Access Easement**  
 A parcel of land situate in the Northwest Quarter of Section 1, Township 1 South, Range 1 West, Salt Lake Base and Meridian, being more particularly described as follows:

Beginning at a point being South 89°53'06" West 18.50 feet and South 00°03'32" East 165.00 feet from the Northeast Corner of Lot 5, Block 63, Plat "A", Salt Lake City Survey, said point also being South 86°59'52" East 380.34 feet and South 213.78 feet from the Street Monument at the Intersection of 200 South Street and 600 West Street, and running

thence South 20.00 feet;  
 thence South 89°53'58" West 156.48 feet;  
 thence North 00°03'00" West 7.95 feet;  
 thence South 89°53'07" West 35.00 feet;  
 thence North 00°03'33" West 12.00 feet;  
 thence North 89°49'45" East 51.50 feet;  
 thence North 89°53'58" East 5.00 feet;  
 thence North 89°53'58" East 135.00 feet to the point of beginning.

Contains 3,550 Square Feet or 0.082 Acres

PROJECT # DATE  
 8468A 1/15/21

**1 OF 1**

FILE:  
 IS0/EASEMENT AREA EXHIBIT

**CENTRAL STATION**

200 SOUTH 549 WEST  
 SALT LAKE CITY, UTAH

FOR:  
 ARCHITECTURE BELGIQUE, INC  
 7583 MAIN STREET  
 MIDVALE, UTAH  
 PHONE: 801.561.1333

45 W. 10000 S. Ste 500  
 Sandy, UT 84070  
 Phone: 801.255.0529  
 Fax: 801.255.4449  
 www.ensigneng.com



Exhibit D

**CSA Property**

**Consolidated Parcel**

Commencing 12 rods East from the Northwest corner of Lot 5, Block 63, Plat "A", Salt Lake City Survey and running thence East 113.5 feet; thence South 165 feet; thence West 113.5 feet; thence North 165 feet to the point of beginning.

Tax ID No.: 15-01-151-002, 15-01-151-003 and 15-01-151-004 (for reference purposes only)