

WHEN RECORDED, RETURN TO:

Rocky Mountain Power
Property Management Dept
Attn: Lisa Louder
1407 West North Temple, Suite 110
Salt Lake City, Utah 84116
Parcel No. UTSL-0849
File No. _____
Tax ID No. 27-13-100-005

12343737
8/16/2016 1:31:00 PM \$22.00
Book - 10464 Pg - 6532-6538
Gary W. Ott
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 7 P.

NON-EXCLUSIVE PIPELINE EASEMENT AGREEMENT

This Non-Exclusive Pipeline Easement Agreement ("Easement") is made this 15th day of August, 2016, by and between 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"), and SOJO HOTEL PARTNERS, LLC, a Utah limited liability company ("Grantee").

RECITALS

A. Grantor owns a certain parcel of land ("Grantor's Land") located in Salt Lake County and more particularly described in Exhibit "A", attached hereto and by this reference made a part hereof, which land is utilized by Grantor for the use, operation, and maintenance of large, high voltage electric transmission lines, substations, and other similar or related uses.

B. Grantee desires to locate and bury a certain identified water pipeline and other appurtenant structures within Grantor's Land.

NOW, THEREFORE, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and received, Grantor hereby grants and conveys an easement and right of way to Grantee under the following terms and conditions:

1. Grant of Easement. Grantor hereby grants and conveys a non-exclusive, perpetual easement to Grantee for the sole purpose of constructing, operating, maintaining, repairing, inspecting and replacing one eight-inch (8") water pipeline and related facilities (the "Pipeline"), over and through a portion of Grantor's Land referred to herein as the "Easement Area" and more particularly described as follows:

Beginning at a point that lies South 00°54'50" West 335.42 feet along the Section line and West 700.85 feet from the Northeast corner of the Northwest quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian,

thence South 75°58'36" West, a distance of 30.29 feet; thence North 13°44'56" West, a distance of 21.05 feet; thence North 75°58'43" East, a distance of 28.83 feet; thence North 39°09' 15" West, a distance of 37.67 feet; thence North 00°35'26" West, a distance of 76.83 feet; thence South 13°42'55" East, a distance of 92.01 feet; thence South 14°01'24" East, a distance of 37.87 feet to the point of beginning.

Containing 1,608 square feet or 0.04 acres, more or less.

2. Grant of Temporary Easement. Grantor additionally conveys to Grantee a temporary construction easement along and adjacent to said Easement Area as may be reasonably necessary in connection with the construction or repair of said Pipelines. Grantee shall instruct its contractors, agents and employees performing the work to notify Rocky Mountain Power prior to any activity on Grantor's property. Grantee shall take all necessary steps to ensure the contractor performing the work is aware of Grantor's facilities, i.e. overhead and underground power lines and grounding grid which extends outside Grantor's substation fence approximately five feet (5'), more or less. The temporary construction easement shall terminate upon completion of the construction of the project or the expiration of three (3) years after execution of this Easement, whichever occurs first.

3. Grantee's Use.

(a) Grantee shall have a non-exclusive right to install, operate, inspect, repair, replace, and maintain the Pipelines.

(b) Grantee, its successors and assigns, will not use or permit to be used on 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 of 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 fifteen (15) 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.

(c) This Easement is granted subject to all easements and encumbrances of record as of the date hereof. Grantee has notice that there may be existing easements upon Grantor's Land, including but not limited to water lines, communication lines and power lines.

(d) This Easement is limited to the identified Pipelines along the route described herein. Grantee may not install laterals, taps, or subfeeds from the Pipelines without a separate grant of easement from Grantor.

(e) Grantor's maintenance and future construction of additional power lines and other facilities require the use and operation of equipment weighing 50 tons. Grantee

agrees to bury the Pipelines to a depth that warrants and represents to Grantor that such depth is sufficient to protect the Pipelines from Grantor's use of equipment with weights identified above.

(f) At least thirty (30) days prior to the construction of the Pipelines, Grantee shall provide a written set of construction design plans (the "Plans") to Grantor for Approval. Grantee shall not commence construction until written approval of the Plans is given by Grantor. Grantor shall have the right to deny the construction of the Pipelines, or any appurtenance that conflicts in any way with Grantor's existing or future use of the property for electric utility operations. Grantee may not make any material modifications to the Pipelines without prior written approval by Grantor.

(g) Grantee is aware that power lines are or may be located within the Easement Area and agrees to conduct its activities in strict compliance with all applicable laws, codes, rules, regulations, and standards regarding such power lines.

(h) Any damage to Grantor's Land caused by Grantee shall, within a reasonable period of time, be repaired to its pre-construction condition and to Grantor's satisfaction. If Grantee fails to do so within a reasonable amount of time, Grantor may perform the restoration work at Grantee's expense.

4. Right of Access. Grantee shall have the right of ingress and egress to and from said Easement Area over and across Grantor's Land at such locations as Grantor shall, from time to time designate, provided that such access does not interfere with Grantor's utility operations.

5. Grantor's Use. Subject to the rights granted to Grantee in this Easement, Grantor expressly reserves the right to use the Easement Area for its own business purposes, including the right to cross and re-cross the Easement Area with equipment, personnel, overhead or underground power lines, and access roads at any location or locations and to grant or convey additional uses of the Easement Area to others for any purpose not inconsistent with the rights granted hereunder.

6. Relocation. In the event the Pipelines interfere with Grantor's use of the Easement Area or Grantor's Land, Grantee shall relocate the Pipelines to a location mutually agreeable to Grantor and Grantee, all at Grantee's sole cost and expense. Such relocation shall be completed within a reasonable time after notice by Grantor.

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 or description, 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, or (iii) 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, but excluding claims due to the gross negligence or willful misconduct of any Indemnified Party.

(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 Grantee, 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, but may be held liable in the event of gross negligence or willful misconduct. 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, but may be held liable in the event of gross negligence or willful misconduct.

8. Abandonment. If Grantee ceases to use the Easement Area for a period of one year, this Easement shall terminate thirty (30) days thereafter. Upon termination Grantee shall remove its Pipeline and restore the land as near as possible to its condition prior to Grantee's entry thereon; or, with Grantor's prior written permission, leave all or a portion of its Pipelines in place and relinquish all right, title, and interest to the Pipelines to Grantor. In the event Grantee should leave its Pipelines in place, Grantee shall nevertheless continue to indemnify Grantor as provided in paragraph 7 above.

9. Taxes and Assessments. Grantee shall pay all taxes and assessments of any kind which shall be levied against the Easement Area specifically by reason of Grantee's use or occupancy thereof, except those being contested in good faith, and shall keep the Easement Area free from any liens that may attach thereto by reason of Grantee's use or occupancy thereof.

10. 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.

11. 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.

12. Runs With the Land. Except as otherwise provided in this Easement, this Easement and the easements, rights, obligations and liabilities created hereby shall be perpetual

to the extent permitted by law. All the covenants, conditions, restrictions, easements, terms and provisions hereof are and shall be deemed to be covenants running with the property described herein and shall burden and benefit such property as described herein and, with respect to such property, each owner of such property, the holders or owners of any mortgage, deed of trust or other indenture encumbering any such property, any purchaser at a foreclosure sale, any other person or entity acquiring any right, title or interest in such property and their respective heirs, executors, administrators, representatives, successors and assigns.

13. Continuation. Except as otherwise provided in this Easement, no breach of this Easement shall entitle any party hereto to cancel, rescind or otherwise terminate this Easement. Such limitation, however, shall not affect in any manner any other rights or remedies which such party may have hereunder by reason of such breach, including, without limitation, injunctive relief to address any denial of access or use of the respective easement parcels.

14. Counterparts. This Easement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, this Easement shall be dated and effective upon the later of the signature dates below:

Grantor:

Rocky Mountain Power, an unincorporated division of PacifiCorp

By: Paul Gulakovich

Its: Vice President T&D operations

Dated: August 15, 2016

Grantee:

SoJo Hotel Partners, LLC, a Utah limited liability company

By: TGC SoJo Partners, LLC, its Manager

By: Michael R. Christen

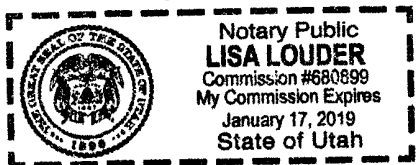
Its: Manager

Dated: August 15, 2016

ACKNOWLEDGMENT

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

On this 15th day of August, 2016, personally appeared before me Paul Radakovich, who being by me duly sworn, did say that he is the signer of the within instrument on behalf of Rocky Mountain Power, an unincorporated division of PacifiCorp, and that the within and foregoing Pipeline Agreement was signed on behalf of Rocky Mountain Power by actual authority.



Lisa Louder
Notary Public

My commission expires:
1.17.2019

Residing at Salt Lake City Utah

ACKNOWLEDGMENT

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

On this 15th day of Aug., 2016, personally appeared before me Michael R. Christensen, who being by me duly sworn, did say that he is the signer of the within instrument on behalf of TGC SoJo Partners, LLC, the Manager of SoJo Hotel Partners, LLC, a Utah limited liability company, and that the within and foregoing Pipeline Agreement was signed on behalf of SoJo Hotel Partners, LLC by actual authority.



Gaylynn Hart
Notary Public

My commission expires:
8-7-19

Residing at Salt Lake County

EXHIBIT "A"

UTSL-0848

Tax Lot: 27-13-100-039

A Tract of land situate in the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 13, T. 3 S., R. 1 W, S.L.M., Described as follows:

Beginning at the northwest corner of the Grantor's land, at a point S.0°54'50"W. 440 feet and N.89°27'04"W. 715.16 feet, more or less, from the north one quarter corner of Section 13, T. 3 S., R.1 W., S.L.M., thence S.13°46'24"E. 372.4 feet, more or less, along the west boundary line to the southwest corner of said Grantor's land, said west boundary line also being the east boundary line of the Grantee, thence S.89°26'41"E. 40.2 feet, more or less, along the south boundary line of said Grantor's land, thence N.13°46'W. 372.4 feet, more or less, along a line which is parallel to and 25 feet perpendicularly distant northeasterly from a proposed powerline on said land to the north boundary line of the Grantor's land, thence N.89°27'04"W. 40.2 feet, more or less, along said north boundary line to the point of beginning, containing 0.33 of an acre, more or less.