

PLEASE TO:
Rocky Mountain Power
Lisa Louder /Brian Bridge
1407 WN Temple Suite 110
Salt Lake City Utah 84116

13388811
09/10/2020 12:29 PM \$40.00
Book - 11016 Pg - 1-9
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 - W 9 P.

Parcel ID's: 29-08-400-003; 29-08-400-002

RIGHT OF WAY EASEMENT AGREEMENT

This Right of Way Easement Agreement (the "**Easement Agreement**") is entered into as of this 28 day of August, 2020 by and between, Perpetual Storage, Inc., a Utah corporation, with its principal business at 6279 East Little Cottonwood Canyon Road, Sandy, Utah 84092 ("**Grantor**"), and PacifiCorp d/b/a Rocky Mountain Power, a Oregon corporation, having a principal place of business at 1407 West North Temple, Salt Lake City, UT 84116 ("**Grantee**"). Grantor and Grantee are collectively referred to herein as the "**Parties**," and may sometimes singly be referred to herein as a "**Party**."

RECITALS:

- A. Grantor desires to grant Grantee this Easement along Easement Corridor (as described below), for the purposes describe herein.
- B. Grantee is going to install new power poles and related equipment along the Easement Corridor, provide electrical power to Grantor facilities, and is willing for Grantor to have third-party installed communication lines on Grantee's poles and strung and be placed between the same, which communication lines would then service Grantor's storage facilities.
- C. The Parties now desire to more definitively set forth their mutual understanding and agreement with regard to the foregoing.
- D. Grantor's property is located in Salt Lake County, Utah and is more particularly described as follows:

THAT PORTION OF WASATCH #7 & #9 PLACER MINING CLAIMS SURVEY #6379 LYING N OF LITTLE COTTONWOOD HIGHWAY & THAT PORTION OF WASATCH #14 PLACER MINING CLAIM LYING N OF LITTLE COTTONWOOD HIGHWAY & E OF FOLLOWING; BEG AT COR #1 WASATCH #5 PLACER MINING CLAIM SURVEY #6379 FT & RUNNING S TO N LINE OF LITTLE COTTONWOOD HIGHWAY.

NOW THEREFORE, for valuable consideration including the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Grant of Easement and Purpose.** Grantor, hereby grants Grantee and its successors and assigns, without warranty of title, a perpetual, non-exclusive easement and right of way 30 feet in width, more or less, on, over, under and across Grantor's property described on the map set forth on Exhibit "A" attached hereto and more fully described below located in Salt Lake County, Utah, solely for the ownership, existence, placement, construction, reconstruction, installation, operation, inspection, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines of all types and descriptions and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, wires, fibers, cables and other conductors and conduits therefore., (the "**Easement**"). The center line of the Easement is more particularly described as follows (the "**Easement Corridor**"):

BEGINNING AT THE EXISTING UTILITY POLE AT OR NEAR THE NORTHEAST CORNER OF WHAT IS KNOWN AS THE "UPPER POWER PLANT", (WHICH PLANT IS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS SOUTH 86°13'07" EAST 9774.37 FEET FROM THE WEST QUARTER CORNER OF SECTION 7, TOWNSHIP 3 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN, (BASIS OF BEARING IS NORTH 89°14'29" EAST FROM THE CENTER OF SECTION 12 TO THE EAST QUARTER CORNER OF SECTION 12, TOWNSHIP 3 SOUTH, RANGE 2 EAST, SALT LAKE BASE AND MERIDIAN); SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 210 AND A 733.00 FOOT RADIUS CURVE TO THE RIGHT (RADIUS POINT BEARS NORTH 37°52'10" WEST); AND RUNNING THENCE 203.90 FEET ALONG SAID CURVE; THENCE SOUTH 19°39'00" EAST 171.06 FEET; THENCE NORTH 84°18'00" EAST 71.41 FEET; THENCE NORTH 53°18'00" EAST 136.70 FEET; THENCE NORTH 19°39'00" WEST 184.36 FEET TO THE POINT OF BEGINNING) THEN RUNNING OR FOLLOWING THE EXISTING OVERHEAD POWER, UTILITY LINES NORTH 70°14" WEST 112.4 FEET TO AN EXISTING POLE; THENCE NORTH 70°14" WEST 245.0 FEET TO AN EXISTING POLE; THENCE NORTH 70°14" WEST 245.0 FEET TO AN EXISTING POLE; NORTH 70°14" WEST 390.8 FEET TO AN EXISTING POLE; THENCE NORTH 70°14" WEST 390.8 FEET TO AN EXISTING POLE; THENCE SOUTH 71°19" WEST 290.4 FEET TO AN EXISTING POLE; THENCE SOUTH 71°19" WEST 290.4 FEET TO AN EXISTING POLE; THENCE SOUTH 71°19" WEST 290.4 FEET TO AN EXISTING POLE; THENCE SOUTH 71°19" WEST 290.4 FEET TO AN EXISTING OVERHEAD POLE.

2. Grantor further grants to Grantee, a non-exclusive perpetual access easement for Grantees existing and future transformers, pads, switches, switch boxes, gates, , and any and all related facilities on, over, under, and across Grantor's following described property located in Salt Lake County, State of Utah identified on the survey map attached hereto as Exhibit "B" (the "Equipment Area"):

THE FOLLOWING CENTERLINE DESCRIPTION IS A 30.00 FOOT EASEMENT, MEASURED 15.00 FEET PERPENDICULAR TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE.

SAID CENTERLINE EASEMENT IS LOCATED IN SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 EAST S.L.B.&M.

BEGINNING AT A POINT WHICH IS SOUTH 85°53'39" 9475.64 FEET FROM THE EAST QUARTER OF SECTION 12 TOWNSHIP 3 SOUTH 1 EAST SLAT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 22°37'56" WEST 46.43 FEET; THENCE SOUTH 30°37'14" WEST 40.50 FEET; THENCE SOUTH 66°02'16" EAST 86.11 FEET TO THE POINT OF TERMINUS. CONTAINS: 5191 SQ. FT.

3. **Additional Limitations.** It is recognized that both Grantor and its successors and assigns and other third parties may also utilize the Equipment Area, but such use shall not interfere with Grantee's rights under this Easement. Grantee shall not alter the Equipment Area in any way that would negatively affect the Equipment area or Grantor's or other's existing or future reasonable use thereof. By use of this Easement over the Equipment Area and/or maintenance or repair of its equipment, Grantee agrees not to damage or destroy any of the equipment, poles, conduits and lines owned by Grantor or any other party. Grantee shall not block access, nor incumber the Equipment Area with any unnecessary permanent equipment. Grantee shall not store any type of unused equipment, vehicles, or similar items that would block access or physically incumber any of the Easement Area for any reason than the necessary maintenance and repair of Grantee's Equipment. All of Grantee's Equipment that is no longer in use shall be promptly removed from the Equipment area by Grantee at its expense.

4. **Access.** Except as set forth in Paragraph 5 below, Grantee shall have the rights of ingress and egress on, over and across the Easement Corridor and Equipment Area to access the full length and width of the Easement Corridor and Equipment Area. Where possible, Grantee shall use existing roads to access the easements. Unless in the case of an emergency, where using existing roads to access the easement is not possible or makes access difficult, Grantee shall

discuss with Grantor alternative ways to access the Easement. Grantor and Grantee shall cooperate in good faith to arrange for such alternate access to the Easement.

5. **Keys.** Each Party shall have its own lock and key to the Gate at the Easternmost entrance to the easement corridor and Equipment Area. Such locks shall be arranged and interlocked in series such that each Party's key will lock and unlock the chain which will allow the gate to be opened and securely locked and closed. Neither Party shall lock this gate in such a way that prohibits any other party's access or the access by permitted third parties. Notwithstanding the foregoing, Grantor may, at its sole option and election, change the lock and or gate system to the Easement Area; however, in so doing, Grantor shall provide Grantee appropriate access to the Easement Area.

6. **Old Road Not to Be Blocked.** Notwithstanding anything else in this Easement Agreement to the contrary, Grantee shall not place any of its supporting towers, poles, props, guys and anchors, wires, fibers, cables and other conductors and conduits therefore; and pads, gates, transformers, switches, switch gear boxes, vaults, cabinets of other equipment of any kind ("Power Structures"), (a) on the old existing private road on Grantor's property, or (b) in the Equipment Area any closer to the Southwestern edge of the old existing private road than any such Power Structures now exist as of the date of this Easement Agreement.

7. **Overhead Lines and Poles.** All overhead lines and all poles and towers along the easement corridor shall be constructed at least high enough to accommodate a standard fire engine used in fighting forest fires going thereunder without any obstruction, and shall be constructed to meet or exceed Grantee's Fire High Consequence Area (FHCA) design standards.

8. **Reservation.** Grantor reserves the right to use the land encumbered by these Easements so long as such use does not unreasonably interfere, conflict, or hinder the uses or rights granted herein.

9. **Removal of Brush, etc.** So long as this Easement Agreement is in force, Grantee shall have the present and future right (without payment therefore) to keep the Easement Corridor clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities as authorized by this Easement Agreement. Grantor shall have no responsibility to keep the Easement Corridor or Equipment Area clear of brush, trees and timber. Grantee shall be responsible, at its sole expense, for any damage caused by run-off water, including mud and rock slides, from any areas within the Easement Corridor exposed by the clearing the Easement Corridor or from the placement, repair, maintenance, replacement of any power lines or poles or any other facilities or structures on the Easement Corridor.

10. **Grant of Right to Install Communication Lines and Facilities.** Grantee hereby grants to Grantor and its present and future communication providers, and Grantor and its present and future communication providers shall have, the right to attach communication lines to Grantee's poles; provided Grantor or its respective communication providers either has entered into or will enter into a negotiated Pole Attachment Agreement or similar agreement with Grantee or its successors acceptable to Grantee.

11. **Restoration.** Grantee shall reseed and/or restore any natural vegetation to its approximate preconstruction condition which is or will be damaged or destroyed by placing, repairing, or replacing poles or towers on the Easement Corridor at Grantee's expense and within a reasonable time.

12. **NonObstruction.** At no time shall Grantor, light any fires, on or within the boundaries of the Easement Corridor. Subject to the foregoing limitations, the surface of the right of way may be used for naturally occurring vegetation and for other purposes not inconsistent with the purposes for which this Easement has been granted.

13. **Assignment.** Grantee may assign, transfer and convey its respective rights and obligations under this Easement Agreement to a third-party with the Grantor's written consent, which consent shall not unreasonably be withheld. Grantor's rights and obligations under this Easement Agreement are fully assignable without the consent of Grantee or the consent of its successor or assigns.

14. **Superseding Effect.** This Easement Agreement and the easements and rights granted herein in all respects amend, supersede and replace all prior easements, easement agreements and rights in their entirety, whether written or oral between the Parties, and/or their respective successors and assigns in interest, covering the same subject matter.

15. **Waiver of Right to 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.

16. **Abandonment.** If Grantee ceases to use or permit to be used the public utility easement for a period of five (5) consecutive years, the easements granted herein shall terminate thirty (30) days thereafter. Upon termination, Grantee shall remove all utility lines and facilities

and restore the land as near as possible to its condition prior to Grantee's entry thereon; or, with Grantors' prior written permission, leave all or a portion of utility lines and facilities and drainage pipelines and facilities in place and relinquish all right, title, and interest to the same to Grantors or their successors and assigns, as applicable.

17. **Taxes and Assessments.** Grantors' real property taxes levied on Grantors' land may be appropriately reduced as determined by the Salt Lake County Assessor as a result of Grantor's conveying this Easement to Grantee and Grantee's use of the same.

18. **Litigation Expense.** If any suit or action arising out of or related to this Easement Agreement or Grantee's use of the Easement is brought by any Party, the prevailing Party shall be entitled to recover the costs and fees (including, without limitation, reasonable attorneys' fees, the fees and costs of experts and consultants, incurred by such Party 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.

19. **Dominant and Servient Estates.** The Easement granted herein and the Easement Corridor constitutes the dominant estate and the portion of Grantors' property lying within the Easement Corridor burdened by the Easement constitutes the servient estate.


20. **Assignment/Easement Runs with Land.** This Easement Agreement and the Easements and the rights and obligations granted, conveyed and entered into hereby, run with the land and inures to the benefit of and is binding on the successors and assigns of each of the respective Parties.

GRANTOR:

Perpetual Storage, Inc.

By: _____

Its: _____




Co-Owner/Director

GRANTEE:

PacifiCorp d/b/a Rocky Mountain Power

By: _____

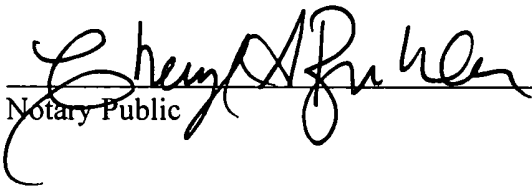
Its: _____



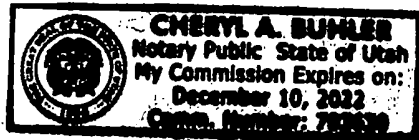
Row Manager

STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 28 day of August, 2020, by Patrick D. Lynch in his/her representative capacity as the co-owner/director of Perpetual Storage, Inc.



Notary Public



STATE OF UTAH)
) ss
COUNTY OF SALT LAKE)

The foregoing instrument was acknowledged before me this 2ND day of SEPTEMBER 2020, by HAROLD DUDLEY in his representative capacity as the R/W MANAGER of PacifiCorp d/b/a Rocky Mountain Power



Notary Public

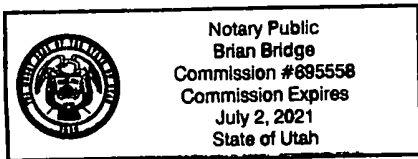


Exhibit "A"

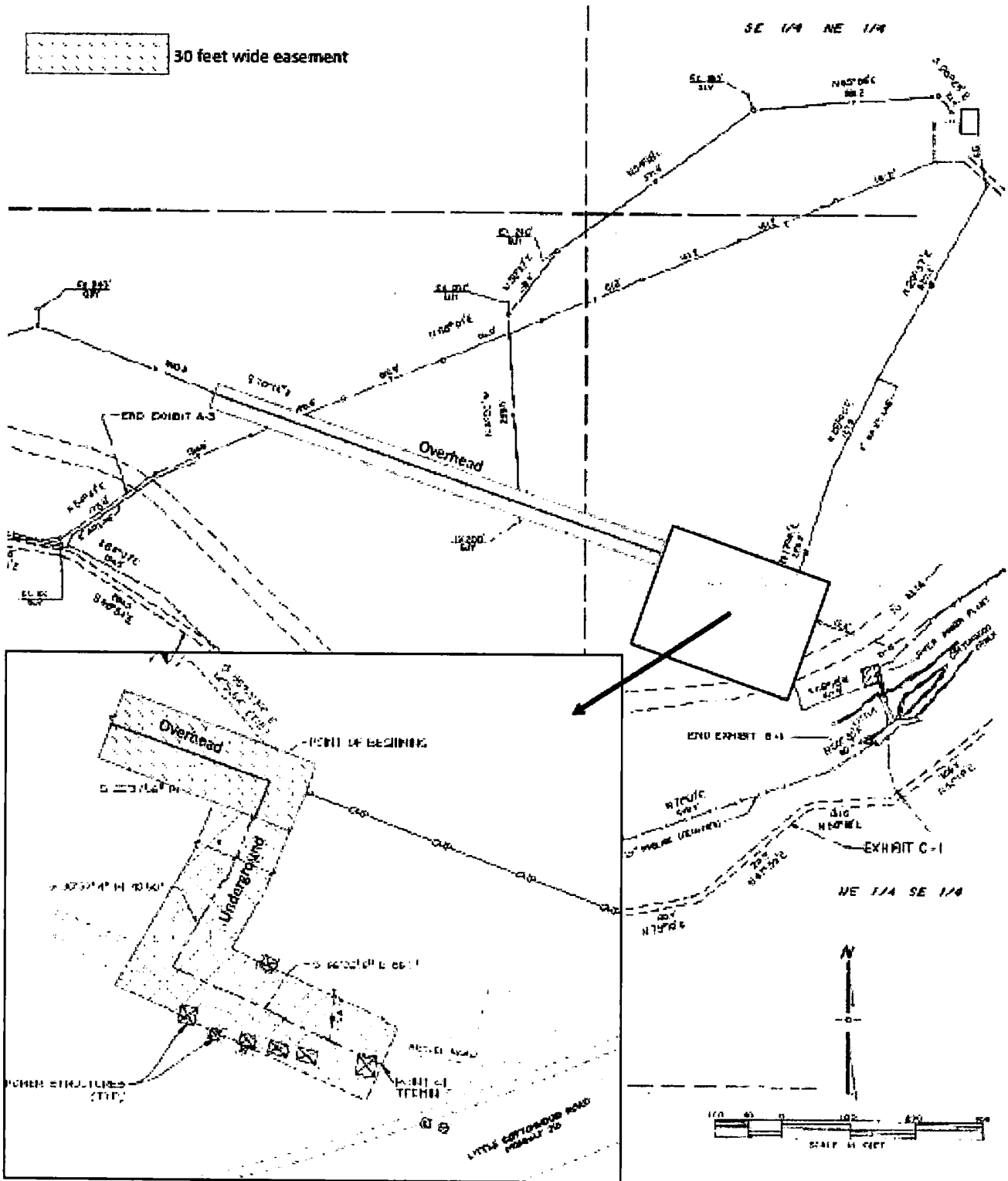
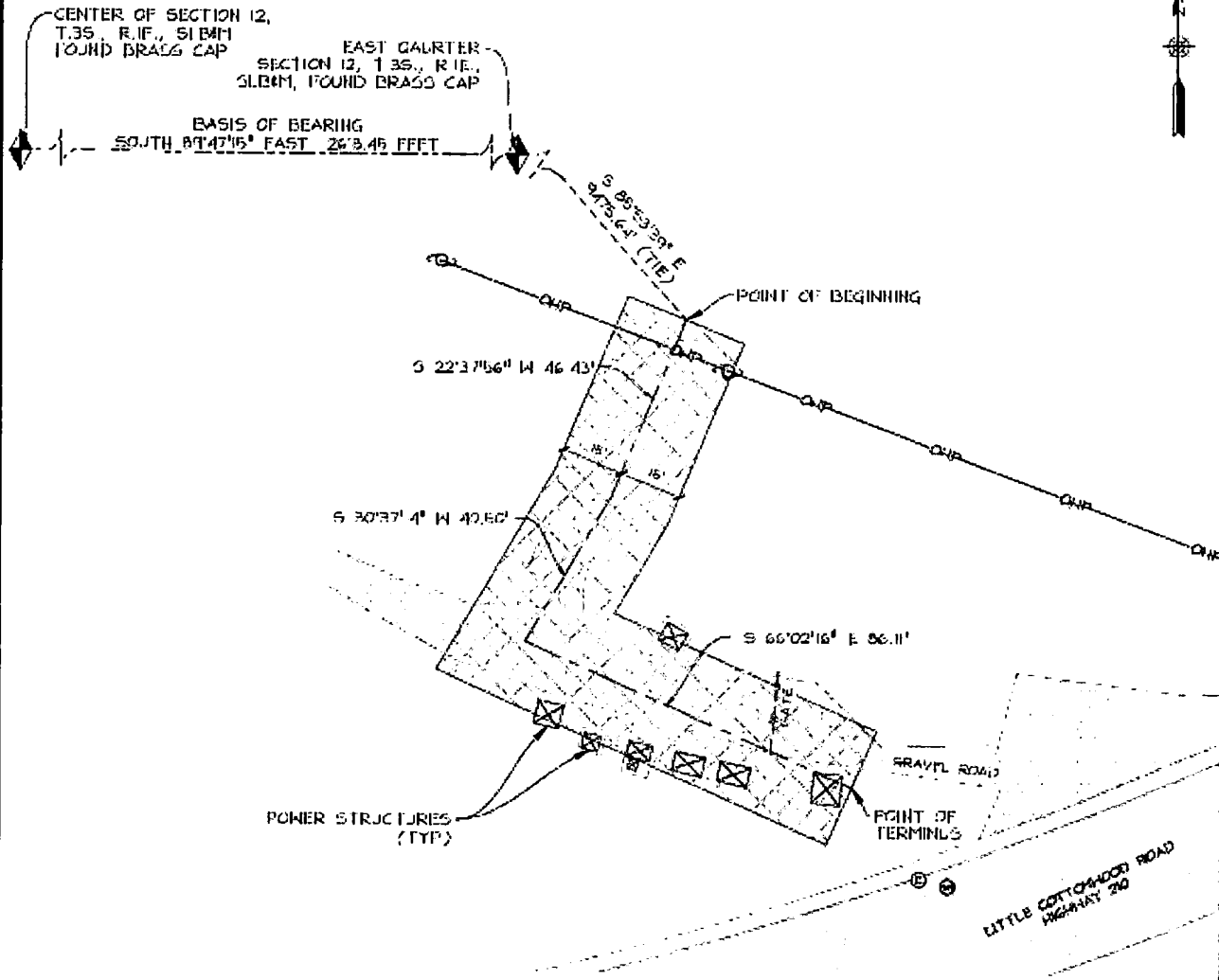
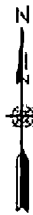


Exhibit "B"



LEGEND:

- SECTION CORNER
- ELECTRICAL MANHOLE
- SEWER MANHOLE
- POWER POLE
- POWER STRUCTURE
- EXISTING FENCE
- OVERHEAD POWERLINE
- CONCRETE
- GRAVEL ROAD
- EASEMENT

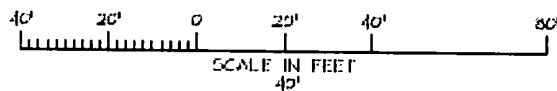
DESCRIPTION:

THE FOLLOWING CENTERLINE DESCRIPTION IS A 30.00 FOOT EASEMENT, MEASURED 15.00 FEET PERPENDICULAR TO EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE

SAID CENTERLINE EASEMENT IS LOCATED IN SECTION 8, TOWNSHIP 3 SOUTH, RANGE 2 EAST S.L.B.4M

BEGINNING AT A POINT WHICH IS SOUTH 85°53'39" 9475.64 FEET FROM THE EAST QUARTER OF SECTION 12 TOWNSHIP 3 SOUTH 1 EAST SLAT LAKE BASE AND MERIDIAN, AND RUNNING THENCE SOUTH 22°37'56" WEST 46.43 FEET; THENCE SOUTH 30°37'14" WEST 42.50 FEET; THENCE SOUTH 66°02'16" EAST 86.11 FEET TO THE POINT OF TERMINUS

CONTAINS 5'91'30" FT.



NO	DATE	REVISIONS	ENGINEER	DRAWN	CHECKED	APPROVED
IEM_COTTONWOOD_HYDRO_3_PHASE			PACIFICORP_EASEMENT		STATE HIGHWAY 210	
DISCIPLINE ENG. FROM: FLD			LITTLE_COTTONWOOD_ROAD		SALT LAKE COUNTY, UTAH	
PROJECT ENG. DATE: 2014-11						
APPROVAL ENG. DR. DES. CH. SCALE: 1"=40'						