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RASHELLE HOBBS
Recorder, Salt Lake County, UT
KIRTON & MCCONKIE
BY: eCASH, DEPUTY - EF 6 P.

When recorded return to:
Rocky Mountain Power c/o Lisa Louder
1407 West North Temple, Suite #110
Salt Lake City, UT 84116

WO#: _____ RW#: _____

APN: 16-06-151-009-0000

Space above for Recorder's Use Only

ABOVE-GROUND POWER LINE EASEMENT

PROPERTY RESERVE, INC., a Utah nonprofit corporation, whose address is 51 South Main St., Suite 301, Salt Lake City, Utah 84111 ("**Grantor**") for good and valuable consideration, hereby grants and conveys to **ROCKY MOUNTAIN POWER**, an unincorporated division of PacifiCorp, with an office located at 1407 West North Temple, Salt Lake City, Utah 84116 ("**Grantee**"), a non-exclusive easement above, over, through, and across that certain real property located in Salt Lake County, State of Utah more particularly described in Exhibit A attached hereto and incorporated herein ("**Easement Property**"), to construct, install and place electric power lines and any necessary facilities related thereto, including, without limitation, supporting poles, props, guys and anchors, cables, and other conductors and conduits, pads, transformers, switches, vaults, and cabinets (collectively, the "**Power Facilities**"), and thereafter reconstruct, maintain, operate, 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 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; and the present and future right, at Grantee's sole cost and expense, to trim and remove (to the extent necessary) any brush, trees, timber, and other hazards that violate the National Electric Safety Code or any other promulgated and applicable safety or fire codes and that might endanger the conductors and Power Facilities.

SUBJECT TO: (1) any state of facts which an accurate ALTA/ASCM survey (with all Table A items) or physical inspection of the easement area 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, 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. The conductors and any other wires or lines located on any power poles shall provide a minimum of twelve (12) feet of clearance.

4. The location of any poles, vaults, pads, cabinets, on-ground transformers, anchors and guy wires, or any other on-ground facility shall be approved by Grantor, which approval shall not be unreasonably withheld, conditioned or delayed. Grantee shall align, place and install any poles and associated equipment and facilities in a manner that will reasonably minimize any detrimental effect on the use, enjoyment and development of the Grantor's Property by Grantor. Grantee shall provide Grantor with plans and specifications showing the proposed location of any poles or other improvements or facilities a reasonable time in advance. The plans submitted to Grantor will incorporate, to the extent known at the time the plans and specifications are submitted to Grantor, the placement of any roads, landscaping, fences, signs, and other improvements within the Easement Property. The parties will use good faith efforts to mutually agree upon the location and placement of any Power Facilities on the Easement Property.

5. Grantee shall repair any portion of the Easement Property or Grantor's adjacent 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.

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

7. 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.

8. The prevailing party in any legal proceedings shall be entitled to its reasonable attorneys' fees and costs from the other party. This document 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 the parties agree to execute an amended and restated easement containing the same terms as set forth herein that will supplement this easement. If Grantor elects to relocate the Power Facilities, Grantor will pay the costs associated with the relocation of the Power Facilities. Grantor hereby reserves the right to use the Easement Property for any use not inconsistent with Grantee's permitted use of the Easement Property. Without limiting the foregoing, Grantor reserves the right: (1) for pedestrian and vehicular ingress to and egress from the 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 or to place any trees or light standards at a distance from the conductors that would violate the National Electric Safety Code or any other promulgated and applicable safety or fire codes.

THE EASEMENT GRANTED HEREIN shall be for the use and benefit of the Grantee and Grantee's Parties and shall not be assigned in part nor any rights arising hereunder granted to any other party. This instrument shall be binding upon and inure to the benefit of the parties and their successors and assigns.

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IN TESTIMONY WHEREOF, Grantor has caused this Power Line Easement to be executed as of the 6th day of OCTOBER, 2021.

PROPERTY RESERVE, INC.,
a Utah nonprofit corporation

By: Ashley Powell
Name (Print): Ashley Powell
Its: Authorized Agent

MTS
[Signature]

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 6th day of October, 2021, personally appeared before me Ashley Powell, personally known to me to be an Authorized Agent of Property Reserve, Inc., a Utah nonprofit corporation, who acknowledged before me that he signed the foregoing instrument as Authorized Agent for said nonprofit corporation.

WITNESS my hand and official seal.



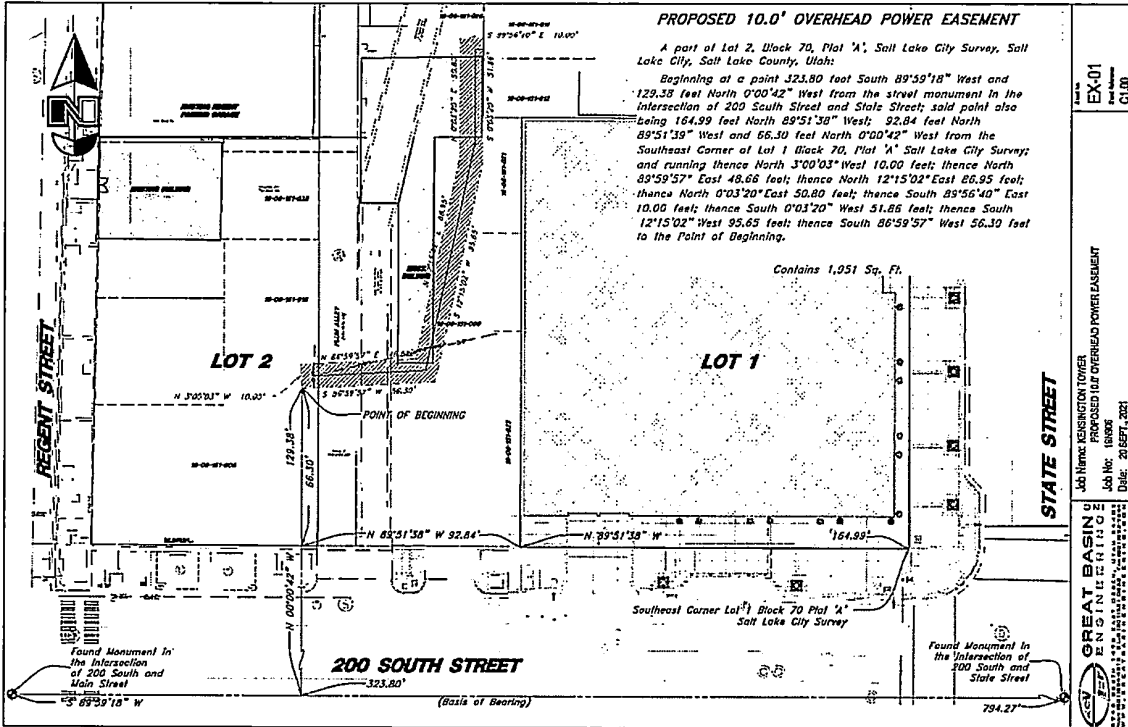
Lynette Asay
Notary Public
Residing at: 321 E Alameda Way
Saratoga Springs, UT
My commission expires: 02/13/2022

EXHIBIT "A"

(Easement Property)

A part of Lot 2, Block 70, Plat "A," Salt Lake City Survey, Salt Lake City, Salt Lake County, Utah:

Beginning at a point 323.80 feet South 89°59'18" West and 129.38 feet North 0°00'42" West from the street monument in the intersection of 200 South Street and State Street; said point also being 164.99 feet North 89°51'38" West; 92.84 feet North 89°51'39" West and 66.30 feet North 0°00'42" West from the Southeast Corner of Lot 1 Block 70, Plat 'A' Salt Lake City Survey; and running thence North 3°00'03" West 10.00 feet; thence North 89°59'57" East 48.66 feet; thence North 12°15'02" East 86.95 feet; thence North 0°03'20" East 50.80 feet; thence South 89°56'40" East 10.00 feet; thence South 0°03'20" West 51.86 feet; thence South 12°15'02" West 95.65 feet; thence South 86°59'57" West 56.30 feet to the Point of Beginning.



Tax Parcel No. 16-06-151-009-0000