

When Recorded Return to:
Rocky Mountain Power
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

APN: 21-26-276-012

UNDERGROUND RIGHT OF WAY EASEMENT

This Underground Right of Way Easement (this "Easement"), is entered into by and between **ARBOR GARDNER BINGHAM JUNCTION OFFICE 4, L.C.**, a Utah limited liability company, having an address of 201 South Main Street, Suite 2000, Salt Lake City, Utah, 84111 ("Grantor"), and **ROCKY MOUNTAIN POWER**, an unincorporated division of PacifiCorp, having an address at 1407 West North Temple Ste. 110, Salt Lake City, UT 84116 ("Grantee").

Grantor hereby grants, without representation or warranty, to Grantee a non-exclusive easement for a right of way, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of underground electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults (collectively, the "Electrical Facilities") under the surface of the real property of Grantor in Salt Lake County, State of Utah more particularly described on Exhibit A attached hereto and by this reference made a part hereof (the "Right-of-Way Area") and depicted on Exhibit B attached hereto and by this reference made a part hereof.

Together with the right to access the Right-of-Way Area in such locations as may be reasonably necessary for the purposes for which this Easement is conveyed and with the present and (without payment therefor) the future right to keep the Right-of-Way Area clear of all brush, trees, timber, structures, buildings and other hazards which unreasonably interfere with the Electrical Facilities or the rights granted to Grantee herein.

At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the Right of Way Area. Subject to the foregoing limitations, Grantor reserves until itself the rights to cross over or under the Right-of-Way Area, and to install parking lots, driveways, walkways, landscaping, within the Right-of-Way Area as determined by Grantor; provided that such uses shall not include structures that materially interfere with Grantee's use of the Right-of-Way Area for the purposes indicated herein. In addition, the Right-of-Way Area may be used for any purposes by such person or entity as Grantor, its successors or assigns, may designate at any time, so long as such uses do not materially interfere with the rights of Grantee granted herein.

Grantee agrees to be bound by and accepts this Easement subject to the following terms and conditions:

1. Grantee, at its sole cost and expense, shall install, construct, maintain, repair and replace all Electrical Facilities solely within the Right of Way Area described above. Grantee shall not permit any lien or claim of mechanics or laborers to be filed against the Right of Way Area or any other portion of Grantor's property, or any part or parts thereof, for any work, labor or materials furnished, alleged to have been furnished or to be furnished pursuant to any agreement by any Grantee related to the Right of Way Area. Within ten (10) days after Grantee receives notice of the filing or recording of any such lien, Grantee shall cause the same to be paid and discharged of record.

2. The rights granted hereunder to Grantee are non-exclusive and are subject to all other easements, exceptions, reservations, rights, and encumbrances of record, enforceable in equity or evidenced physically on the Right-of-Way Area. GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY REPRESENTATION AS TO TITLE, PHYSICAL CONDITION, ENVIRONMENTAL CONDITION, EXISTENCE OF UTILITIES, SUITABILITY FOR GRANTEE'S INTENDED USE OR OTHERWISE. GRANTEE HEREBY ACCEPTS THE RIGHT-OF-WAY AREA IN ITS AS-IS AND WHERE-IS CONDITION. Grantee, and its successors and assigns, contractors, agents, servants and employees (the "Grantee Parties") shall enter and use the Right-of-Way Area at their sole risk, and Grantee hereby releases Grantor from any claims relating to the condition of the Right-of-Way Area.

3. Grantee shall not disturb any power, sewer, water, or other similar lines if any, located within the boundaries of the Right-of-Way Area on the date of this Easement.

4. Grantee will comply with all applicable laws, ordinances, codes and other legal requirements in the installation, maintenance or removal of Electrical Facilities.

5. Promptly following any entry onto the Right-of-Way Area by any of the Grantee Parties, Grantee will, at its sole expense, restore any of Grantor's property disturbed by such Grantee Parties to the same or better condition that it was in prior to such entry. If said damage is not properly repaired or restored to such condition and Grantee fails to effect said restoration within a reasonable period of time, Grantor may restore or have such property and/or damage repaired at the expense of Grantee, which expense shall be promptly reimbursed upon notice to Grantee by Grantor.

6. Review, instruction, observation or inspection by Grantor shall not relieve Grantee from any liability for loss, damage or injury to persons or property sustained by reason of the construction, reconstruction, operation, maintenance, repair, replacement and removal of the Electrical Facilities nor of Grantee's liability for damage to Grantor's property. Grantee agrees to indemnify, defend and save harmless Grantor, its affiliated companies, contractors, agents, employees, successors and assigns, from and against any and all liens, encumbrances, demands, claims (including, without limitation, claims for indemnity or contribution), losses, damages, costs or expenses (including attorneys' fees), caused by or arising out of the (a) use of the Right-of-Way Area and any work performed on the Right-of-Way Area or Grantor's property by Grantee or any of the Grantee Parties, and (b) any failure to abide by the terms of this Easement, including the failure to maintain the Electrical Facilities by Grantee and any of the Grantee Parties.

7. Any obligation or liability whatsoever of Grantor which may arise under this instrument shall not be personally binding upon, nor shall resort for the enforcement thereof be had to the property of Grantor's managers, members, officers, employees, agents, attorneys or representatives, regardless of whether such obligation or liability is in the nature of contract, tort, or otherwise. This Easement does not create any fiduciary or other relationship between the parties.

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


[Intentionally Blank – Signature Pages and Acknowledgements to Follow]

Dated this 31st day of October, 2023.

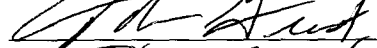
GRANTOR:

ARBOR GARDNER BINGHAM JUNCTION
OFFICE 4, L.C., a Utah limited liability company,
by its managers


By: KC Gardner Company, L.C., a Utah limited
liability company

By: 
Name: Krista Gardner
Its: Manager


By: Arbor Commercial Real Estate L.L.C., a
Utah limited liability company

By: 
Name: John Gust
Its: Manager

M H JONES FAMILY, LLC, a Utah limited
liability company

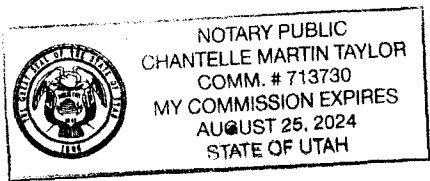
By: 
Name: Michael L. Jones
Its: Manager

V & M JONES FAMILY, LLC, a Utah limited
liability company

By: 
Name: Michael L. Jones
Its: Manager

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

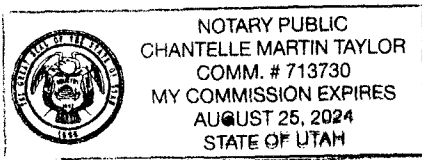
On this the 31 day of October, 2023 personally appeared before me Christina Garhart manager of KC Gardner Company, L.C., a Utah limited liability company, a manager of Arbor Gardner Bingham Junction Office 4, L.C., a Utah limited liability company and acknowledged to me that Arbor Gardner Bingham Junction Office 4, L.C., a Utah limited liability company executed the within instrument.



Chantelle Martin Taylor
Notary Public

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

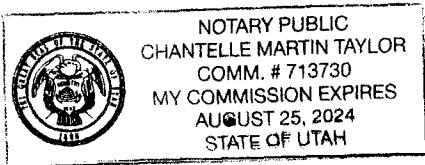
On this the 31 day of October, 2023 personally appeared before me John Gust, a manager of Arbor Commercial Real Estate L.L.C., a Utah limited liability company, a manager of Arbor Gardner Bingham Junction Office 4, L.C., a Utah limited liability company and acknowledged to me that Arbor Gardner Bingham Junction Office 4, L.C., a Utah limited liability company executed the within instrument.



Chantelle Martin Taylor
Notary Public

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

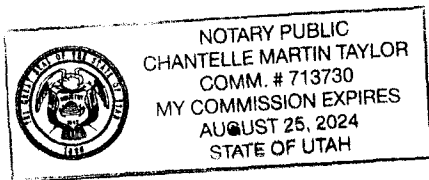
On this the 31 day of October, 2023 personally appeared before me Michelle Smith manager of M H JONES FAMILY, LLC, a Utah limited liability company and acknowledged to me that M H JONES FAMILY, LLC, a Utah limited liability company executed the within instrument.



Chantelle Martin Taylor
Notary Public

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

On this the 31 day of October, 2023 personally appeared before me Michael Jones manager of V & M JONES FAMILY, LLC, a Utah limited liability company and acknowledged to me that V & M JONES FAMILY, LLC, a Utah limited liability company executed the within instrument.



Chantelle Martin Taylor
Notary Public

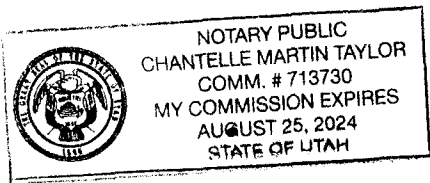
GRANTEE:

PACIFICORP, an Oregon corporation

By: Pacificorp - [Signature]
Name: JARED WEETCHEW
Its: ESTIMATOR

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

On this the 31 day of October 2023 personally appeared before me Jared Metchera
Estimator of PacificCorp, an Oregon corporation, and acknowledged to me that
PacificCorp, an Oregon corporation executed the within instrument.



[Signature]
Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF RIGHT OF WAY

Beginning at a point being South 00°17'30" West 1,332.08 feet along the Section Line and West 897.02 feet from the Northeast Corner of Section 26, Township 2 South, Range 1 West, Salt Lake Base and Meridian; and running

thence South 67°39'50" West 52.68 feet;
thence South 00°17'30" West 152.90 feet;
thence North 71°23'23" West 39.76 feet;
thence South 87°26'30" West 125.74 feet;
thence North 68°31'47" West 24.56 feet;
thence North 87°26'30" East 150.04 feet;
thence South 71°23'23" East 27.79 feet;
thence North 00°17'30" East 145.72 feet;
thence North 67°39'50" East 57.67 feet;
thence South 31°50'37" East 10.14 feet to the point of beginning.

Contains 3,761 Square Feet or 0.086 Acres

**EXHIBIT B
DEPICTION OF EASEMENT**

