

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder/Justin Beales

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

14324087 B: 11538 P: 3134 Total Pages: 18
12/12/2024 12:30 PM By: adavis Fees: \$40.00
Rashelle Hobbs, Recorder, Salt Lake County, Utah
Return To: ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER 1407 W NORTH TEMPLE STE 110 SALT LAKE CITY, UT 84116

Project Name: Smoking AL's Inc Overhead to Underground Conversion
WO#: 7319267

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, 916 North 900 West, LLC ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 375 feet in length, more or less, 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 on, across, or under the surface of the real property of Grantor in **Salt Lake County, State of Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) attached hereto and by this reference made a part hereof:

Legal Description: *BEG S 452.18 FT M OR L FR NW COR OF BLK 111, PL C, SLC SUR; S 197.82 FT M OR L; E 125 FT; N 197.79 FT M OR L; N 89°59'04" W 125 FT M OR L TO BEG. 0.57 AC M OR L. 9092-9429 9569-3044,3047*

Assessor Parcel No. 09264090150000

Together with the right of access to the right of way from adjacent lands of Grantor for all activities in connection with the purposes for which this easement has been granted; and together with the present and (without payment therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

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. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

- f) Install any approved landscaping or irrigation within the Easement Area with proper drainage so that the ground is stable enough for equipment weighing more than 50 tons.
- g) Not excavate within 50 feet of Grantor's transmission structures.
- h) Not increase or decrease the existing grade by more than 1 foot within the Easement Area.
- i) Not place any equipment or materials of any kind that exceed 12 feet in height, or that create a material risk of endangering Grantor's facilities, or that may pose a risk to human safety.
- j) Not store flammable and hazardous materials within the Easement Area.
- k) Not block roads and access across the Property without Grantor's prior written consent.
- l) Not refuel vehicles or other equipment within the Property.
- m) Not dispose of materials, including soil, sediment, construction debris, tree limbs or trunks, on the Property.
- n) Implement construction best management practices (BMPs) in all work contemplated hereunder, including BMPs related to soil compacting, revegetating, filling, surface contouring, ensuring soil consistency, implementing weed control, and the performance of any other work.
- o) In the event any soil needs to be removed from site, Grantee shall stockpile soils onsite not to exceed 12 feet in height, and have the soil tested for TPH-DRO/GRO, Total RCRA Metals, PCBs, and VOCs to complete a profile for waste disposal. Grantee will then dispose of soil in accordance with environmental protocols for the area.
- p) Comply with the following specific BMPs, in addition to the general requirement in 2(n) above:
 - i) Minimize construction traffic and laydown area disturbances.
 - ii) Reuse back-fill material to avoid introduction or the spread of invasive plants.
 - iii) Use sediment/erosion mats and waddles where appropriate (slope dependent) to minimize sedimentation and erosion runoff.
 - iv) Mitigate any spills or leakage in any way resulting from Grantee's Permitted Use, including any spill or leak into any waterway, adjacent property, or the Property, and including the spill or leakage of any flammable or toxic liquids or substances. If Grantee witnesses or experiences a petroleum or other harmful or hazardous material spill, Grantee shall immediately:
 - (1) Shut off the source of the spill.
 - (2) Contain the area of the spill.

- (3) Prevent the spill from entering a waterway.
- (4) Report the spill as soon as reasonably possible to Grantor to PacifiCorp Property Transactions at 801-220-2046, RMPTransactions@PacifiCorp.com. Grantor may direct Grantee to report to state or federal agencies, or other jurisdictional entities. Grantor may change the contact information at any time.
- (5) Provide as much information as possible as to the nature of the incident, including what Grantee has done to mitigate the situation, Grantee's planned additional action, the location, source, type, and amount of the spill, the surfaces involved (e.g. soil or water), and information regarding access to the spill area.
- (6) During construction, keep on site a spill containment kit adequate for the work being performed, or to industry standards, whichever is stricter.
- q) Immediately cease activity if Grantee or its contractors encounter any human remains of any age or archaeological resources that appear to more than 50 years old. Upon such discovery, in addition to ceasing work, Grantee shall take appropriate measures to protect the area and immediately contact Grantor.
- r) Place fabric material under any material (including gravel, rock, rip-rap, other natural material necessary for construction) stored on the Easement Area to avoid soil contamination. Grantee shall keep work area reasonably clean of debris and work material during construction and shall promptly remove from the Easement Area any trash or other vegetative debris arising from Grantee's use.
- s) Not store vehicles on the Easement Area. If, during construction, a concrete carrying vehicle washout/cleanout area is necessary on the Easement Area, Grantee shall completely remove any and all cement or concrete or other materials which results from said cleanout.
- t) Take necessary precautions to ensure public safety, which precautions may include restricting public access to the Easement Area during construction by using signs and barriers as needed to preclude such public access.
- u) If Grantee outsources work, Grantee shall retain only licensed, insured and bonded contractors to perform work related to the Permitted Use or otherwise anticipated under this Agreement.
- v) Not allow fires, firearms, tobacco, marijuana, illegal drugs or alcohol on the Property.
- 3) **Post-Construction Reclamation.** Within a reasonable time after completion of construction, Grantee will restore the Easement Area to a condition substantially similar to its condition prior to such construction activity, including restoration of the surface of the Easement Area and revegetation as deemed necessary by Grantor. Grantee shall eliminate any noxious species ("Weed Control"). Grantee shall perform Weed Control to any portion of the Easement Area that is fenced or otherwise access-restricted, so long as this Easement is in effect.

- 4) **Compliance with Laws; Provide Permits.** Grantee shall comply with all federal, state and local laws, ordinances or regulations relating to the Permitted Use hereunder, including environmental laws, ordinances, rules and orders of appropriate governmental authorities. Grantee shall provide Grantor with proof that Grantee has obtained all required permits, authorizations or exemptions.
- 5) **Safety and Health; Accident and Damage Prevention.** Grantee shall be solely responsible for being aware of and initiating, maintaining and supervising compliance with all applicable safety laws, regulations, precautions and programs in connection with the Permitted Use hereunder, and any other of its activities pursuant to this agreement. Prior to the start of any work under this Easement, Grantee shall ensure that each of its own employees, representatives, agents and contractors and subcontractors (of any tier) are fully informed concerning all safety, health and security regulations, precautions and programs pertaining to their work. Grantee shall conduct work under this Easement to avoid the risk of bodily harm to persons or risk of damage to any property. If Grantee fails to promptly correct any violation of safety or health regulations, Grantor may choose to suspend all or any part of Grantee's work hereunder until such violation is corrected. Without limitation, Grantee's work hereunder shall comply with Occupational Safety and Health Administration (OSHA) requirements, National Electrical Safety Code (NESC) requirements, and Utah High Voltage Act Safety Clearance Standards
- 6) **Continued Maintenance Obligation.** Grantee shall be responsible, at its sole cost and expense, for the repair, upkeep and maintenance of Facilities in a manner consistent with the repair, upkeep and maintenance of Grantee's similar facilities.
- 7) **Indemnification.** Grantee shall indemnify, protect, and hold harmless Grantor and its directors, officers, employees and agents (hereinafter collectively "Grantor Indemnified Parties") against and from any and all claims, demands, suits, losses, costs and damages of every kind and description, including attorneys' fees and/or litigation expenses, brought or made against or incurred by the Grantor Indemnified Parties as a result of, arising out of, or in any way connected with any act, omission, fault or negligence of Grantee, its employees, agents, representatives or contractors of any tier, their employees, agents or representatives and related to this agreement or Grantee's activities hereunder, except to the extent that such claim, demand, loss, cause of action, or costs arises solely from Grantor's negligence or willful misconduct. The indemnity provisions herein shall survive termination of this agreement.
- 8) **Insurance.** Without limiting any liabilities or any other obligations of Grantee, Grantee must procure and continuously carry, with insurers having an A.M. Best's rating of A-VII or better, insurance against claims for injury to persons or damage to property which may arise from or in connection with this Easement or Grantee's use or occupancy of the Easement Area as follows:
 - a) **Workers' Compensation.** Grantee must comply with all applicable Workers' Compensation laws and furnish proof of compliance satisfactory to Grantor before commencing any work on the Easement Area. All Workers' Compensation policies must contain provisions that the insurance companies have no right of recovery or subrogation against Grantor, its parent, divisions, affiliates, subsidiary companies, co-lessees, co-

venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the Grantor and Grantee that the insurance as effected protects all Parties.

- b) Employers' Liability. Insurance with a minimum single limit of \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit.
- c) Commercial General Liability. The most recently approved Insurance Services Office ("ISO") policy, or its equivalent, written on an occurrence basis, with limits not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate (on a per location and/or per job basis) to protect against and from any and all loss by reason of bodily injury or property damage on or about the Easement Area, including the following coverages:
 - i) Bodily injury, property damage, and personal injury coverage, including damage to Lessor's electric facilities or improvements as a result of Grantee's, its contractors', subcontractors' or agents' negligence.
 - ii) Contractual liability
 - iii) Premises and Products/Completed Operations
 - iv) Independent Contractors
- d) Business Automobile Liability. The most recently approved ISO policy, or its equivalent, with a minimum single limit of \$1,000,000 for bodily injury and property damage including sudden and accidental pollution liability, with respect to Grantee's vehicles whether owned, hired or non-owned, assigned to or used in any way on the Property.
- e) Umbrella Liability. Umbrella liability insurance with a minimum limit of \$5,000,000 each occurrence/aggregate where applicable to the excess of the coverages and limits required in Employers' Liability, Commercial General Liability, and Business Automobile Liability insurance referenced above. Such insurance policies must be maintained to cover any liability arising from Grantee's Use and indemnification as identified in this agreement.
- f) Certificate of Insurance. A certificate of insurance shall be furnished to Grantor confirming the issuance of such insurance prior to commencement of work by Grantee and naming Grantor as an additional insured. Should a loss arise during the term of this Easement that may give rise to a claim against Grantee and/or Grantor as an additional insured, Grantee shall deliver to Grantor (or cause to be delivered to Grantor) certified copies of such insurance policies.
- g) Claims Made Basis. Grantee will maintain Commercial General Liability insurance coverage provided on a "claims-made" basis by for a minimum period of five (5) years after the completion of this Easement and for such other length of time necessary to cover liabilities arising out of the Use.
- h) Grantee's Insurance Primary. To the extent of Grantee's negligent acts or omissions, all policies required under this agreement must include provisions that such insurance is

primary with respect to the interest of Grantor and that any other insurance or self-insurance maintained by Grantor is excess and not contributory insurance with the insurance required hereunder, and provisions that the policy contain a cross liability or severability of interest clause or endorsement.

- i) **Adequate Coverage.** Grantor does not represent that the insurance coverage specified in this agreement (whether in scope of coverage or amounts of coverage) are adequate to protect the obligations of Grantee, and Grantee will be solely responsible for any deficiencies in coverage.
- j) **No Right of Recovery or Subrogation.** Unless prohibited by applicable law, all required insurance policies must contain provisions that the insurer will have no right of recovery or subrogation against Grantor, its parent, divisions, affiliates, subsidiaries companies, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of Grantor and Grantee that the insurance as effected protects all parties.
- k) **Notice Before Change or Cancellation.** Grantee must not cancel the policies or reduce the limits of liability without providing 1) 10 calendar days' prior written notice to Grantor if cancelled for nonpayment of premium, or 2) 30 calendar days' prior written notice to Grantor if cancelled for any other reason. Lack of notification shall be considered a material breach of this agreement.
- l) **Periodic Adjustment.** Upon 90 days' advance written notice, Grantor may reasonably increase the limits of the above policies to reflect the then-current commercially standard limits.
- 9) **As-Is; Assumption of Risk.** Grantee accepts the Easement Area AS-IS/WHERE-IS and with all faults and agrees that its Use hereunder is at its sole risk and that Grantor shall not be liable for damage to Grantee's property or Facilities.
- 10) **As-Built Supplement.** Within 60 days of substantial completion of construction of the improvements, Grantee shall provide Grantor with its as-built drawings showing the project as constructed.
- 11) **Abandonment.** Grantee may at any time permanently abandon the easement created by this agreement. In the event of such abandonment, Grantee shall remove all its improvements, surrender the Easement Area and restore the Easement Area to the condition it existed in as of the execution date of this agreement. Additionally, within 60 days of completion of the removal of all improvements, Grantee shall execute and record a reconveyance and release of this easement whereupon all rights and privileges mutually granted shall be fully canceled and terminated.
- 12) **Reservations by Grantor.** Grantor expressly reserves to itself, its successors, assigns and invitees the right to enter upon or otherwise occupy and to continue to use the Easement Area for uses as deemed necessary or desirable by Grantor. Grantor also reserves the right to grant similar rights to others so long as such uses or rights do not unreasonably interfere with Grantee's uses of the Easement Area pursuant to this agreement.

13) Access Roads. Grantor makes no warranties or representations as to the suitability of the access to the Easement Area. Grantee shall be responsible, at its sole cost and expense, to repair any damage caused to said access roads by its use hereunder.

14) Relocation. Grantor may relocate the Easement Area, if in Grantor's sole discretion, it unreasonably interferes with Grantor's present or future use of the Property. Grantor shall use reasonable efforts to provide Grantee a substitute Easement Area. Any such relocation subject to this section shall be at Grantee's sole cost.

15) Miscellaneous Provisions.

- a) Grantee's Sole Risk. Grantee accepts this easement at its own risk, and Grantor shall not be liable to Grantee in any way in connection with Grantor's use of the easement or any damage to Grantee or its Facilities.
- b) Existing Encumbrances. This agreement is subject to all rights of way and encumbrances (whether or not recorded) of any kind existing at the time of execution of this agreement.
- c) No Public Dedication. The provisions of this agreement are not intended to and do not constitute a dedication for public use, and the rights herein created are private and for the benefit only of the parties hereto, their successors and assigns.
- d) Effect of Breach. If Grantee breaches any provision of this agreement, Grantor may at its election invoke any legal or equitable remedy available to a non-breaching party under Utah law.
- e) Time of Essence. Time is of the essence in the performance of this agreement.
- f) Successors and Assigns. This agreement is binding upon and shall inure to the benefit of the parties hereto, and their successors and assigns with respect to the burdened and benefited property described herein.
- g) Attorneys' Fees. In the event any court action shall be instituted by a party to enforce any of the terms and provisions contained herein, the prevailing party in such action shall be entitled to reasonable attorneys' fees, costs and expenses.
- h) Integration. This agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties hereto relative to the subject matter hereof. Any prior negotiations, correspondence, or understandings relative to the subject matter hereof shall be deemed to be merged in this agreement and shall be of no further force or effect. This agreement may not be amended or modified except in writing executed by both of the parties.
- i) Applicable Law and Interpretation. This agreement shall be governed by and construed in accordance with the internal laws of the State of Utah. Section headings contained in this agreement are for purposes of reference only and shall not limit, expand, or otherwise affect the construction of any provisions of this agreement. As used in this agreement the term "including" shall mean "including but not limited to".

- j) **JURY TRIAL WAIVER.** 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, OR TO REQUEST THE CONSOLIDATION OF, 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.
- k) **Notices.** Wherever in this agreement notice is provided or required to be given by one party to another, such notice must be in writing and transmitted by United States mail, national express carrier (such as UPS or Federal Express) or by personal delivery to the following addresses, or such other address as either party may, from time to time, designate for that purpose:

Grantor	Grantee
PacificCorp	South Jordan City
Attn.: RMP Transactions	Attn: City Recorder
1407 W. North Temple, Suite 110	1600 W Towne Center Dr
Salt Lake City, UT 84116	South Jordan, Utah 84095

- l) **No Waiver.** The failure by any party to insist upon the strict performance of any provisions of this agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision and the same shall nevertheless be and remain in full force and effect.
- m) **Invalidity of Provision.** If any provisions of this agreement as applied to any party or to any circumstance shall be determined by a court of competent jurisdiction to be void or unenforceable for any reason, the same shall in no way affect any other provision of this agreement or the validity or enforceability of the agreement as a whole.
- n) **Warranty of Authority.** The individuals signing this Easement warrant that they have full power and authority to sign and implement this agreement on behalf of the entity for which they sign.

Agreed and entered into as of the last date written below.

GRANTOR

PACIFICORP, an Oregon corporation,
successor in interest to Utah Power & Light
Company

Chris Spencer

By:

Chris Spencer

Its:

Vice President, Operations

Date:

12-10-24

GRANTEE

South Jordan City,
a Utah Municipal corporation

Dustin Lewis

By:

DUSTIN LEWIS

Its:

CITY MANAGER

Date:

DEC 2, 2024

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF UTAH)

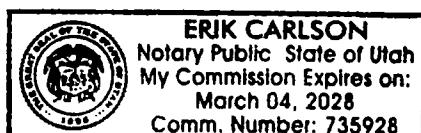
) ss.

COUNTY OF SALT LAKE)

Approved as to Form:

George S. Johnson
Attorney for South Jordan City

On the 10th day of December, 2024, personally appeared before me Chris Spencer,
who being by me duly sworn, did say that she/he is the Vice President, Operations
of PACIFICORP, an Oregon corporation, successor in interest to Utah Power & Light Company,
and that the foregoing instrument was signed on behalf of said corporation, and the said
Chris Spencer acknowledged to me that said corporation executed the
same.



Erik Carlson

Notary Public

My commission expires:

3-4-2028

Residing at Davis Co, UT

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

On the 2 day of December, 2024, personally appeared before me Dustin Lewis, who being by me duly sworn, did say that she/he is the City Manager of South Jordan City, a Utah Municipal corporation, and that the foregoing instrument was signed on behalf of said corporation, and the said City Manager acknowledged to me that said corporation executed the same.

Melanie Edwards
Notary Public

My commission expires:

January 7, 2026

Residing at Salt Lake County



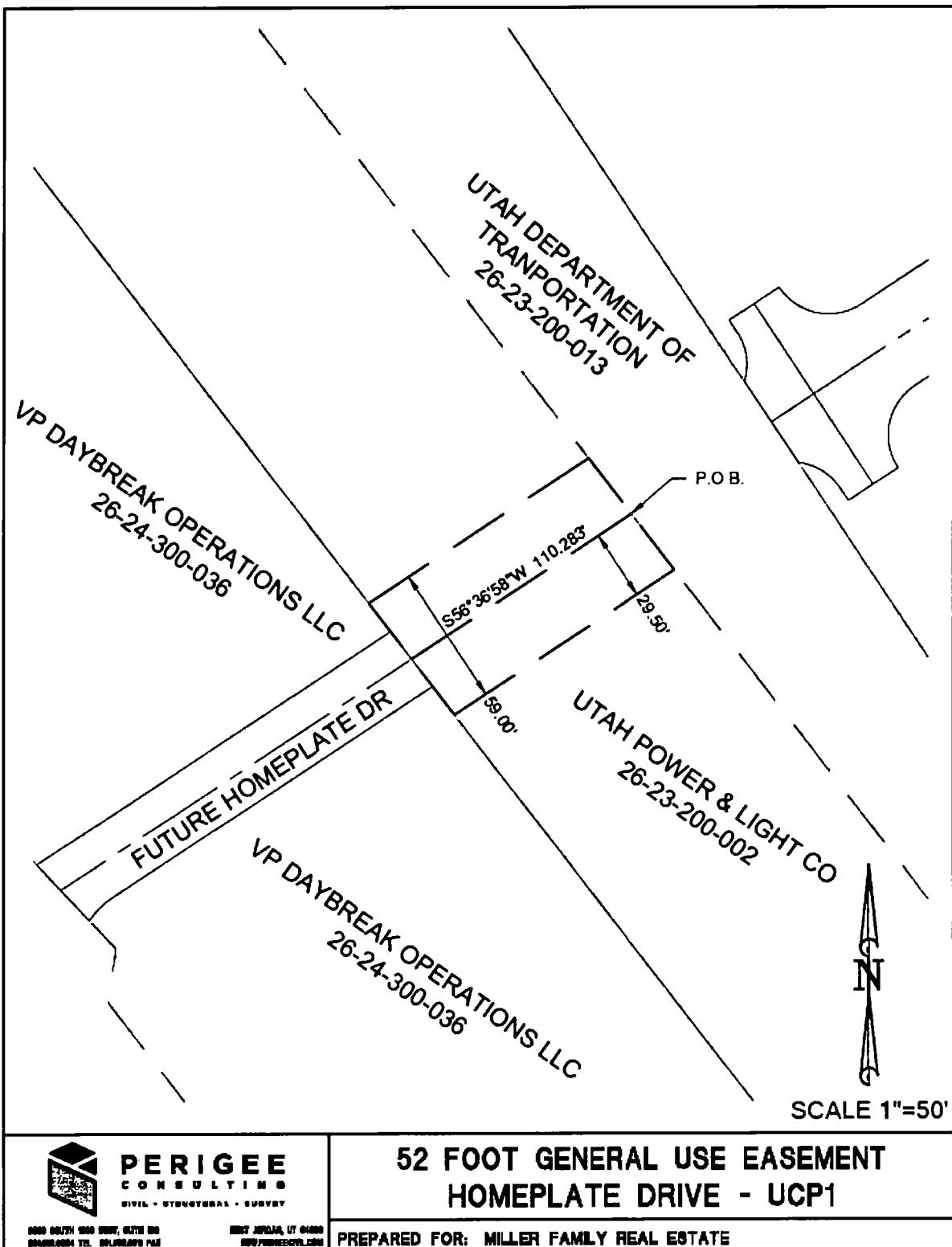
EXHIBIT A
DESCRIPTION AND DEPICTION OF EASEMENT AREA

Homeplate Drive General Use Easement – UP&L

A fifty-nine (59) foot wide general use easement, located in the Northwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement extending twenty-nine and one half (29.5) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point on the Southwest Line of Utah Power and Light Company Parcel No. 26-23-200-002, said point lies West 128.092 feet (Basis of bearings being the Daybreak Baseline Southeast, being South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 4419.881 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence South 56°36'58" West 110.283 feet to the Northeast Line of said Parcel No. 26-23-200-002 and the point of terminus.

Easement extremities shall be shortened or lengthened accordingly at the initial and/or terminal points of the described centerline



Center Field Drive General Use Easement – UP&L

A fifty-nine (59) foot wide general use easement, located in the Northwest Quarter of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, said easement extending twenty nine and one half (29.5) feet on each side of and lying parallel and adjacent to a line of reference and projection thereof, more particularly described as follows:

Beginning at a point on the Southwest Line of Utah Power and Light Company Parcel No. 26-24-300-009, said point lies South 89°55'30" East 242.984 feet along the Daybreak Baseline Southeast (Basis of bearings is South 89°55'30" East 10641.888' between Southwest Corner of Section 24, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 3536.078 feet from the Southwest Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence North 53°27'06" East 250.029 feet to the Northeast Line of said Parcel No. 26-24-300-009 and the point of terminus.

Easement extremities shall be shortened or lengthened accordingly at the initial and/or terminal points of the described centerline

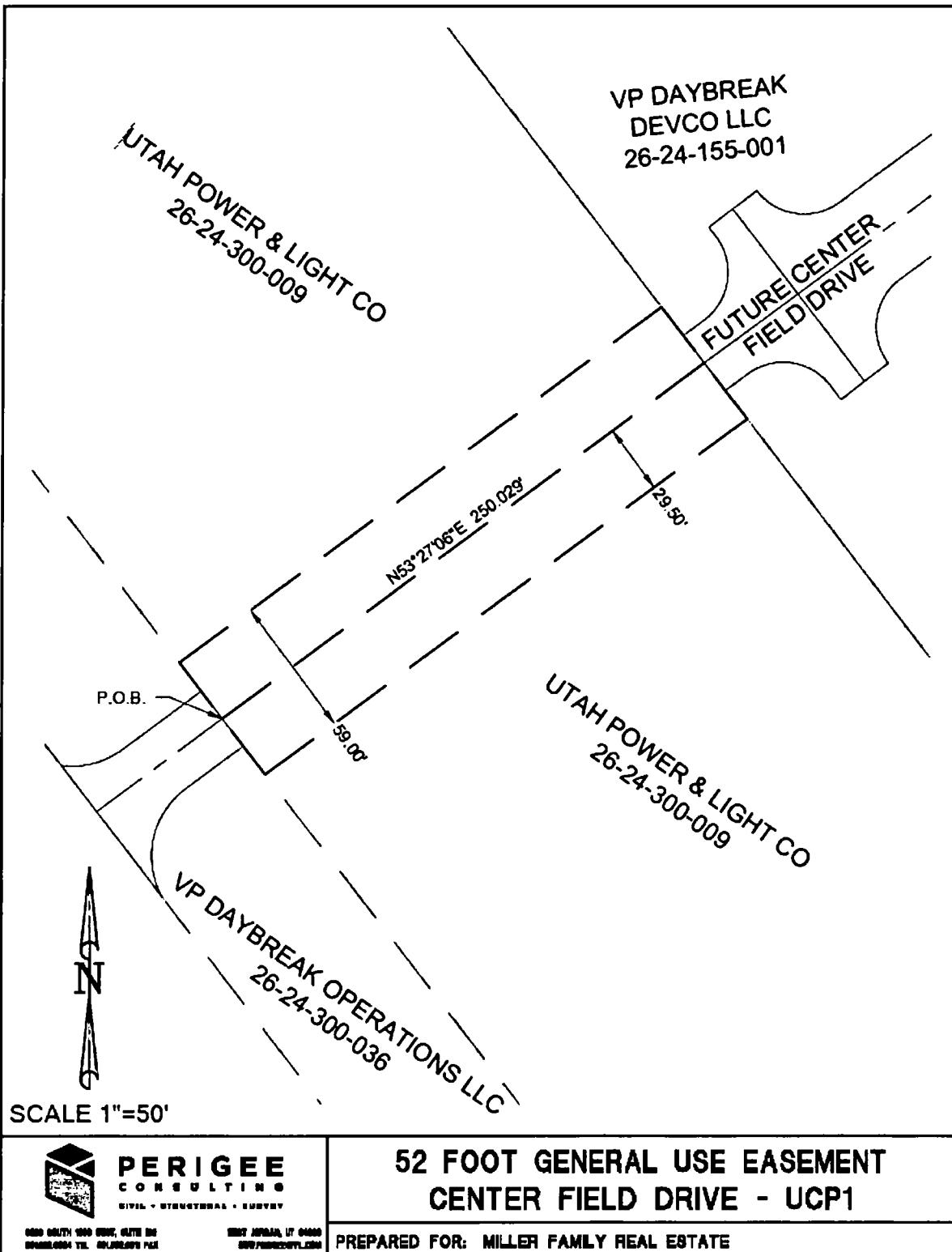
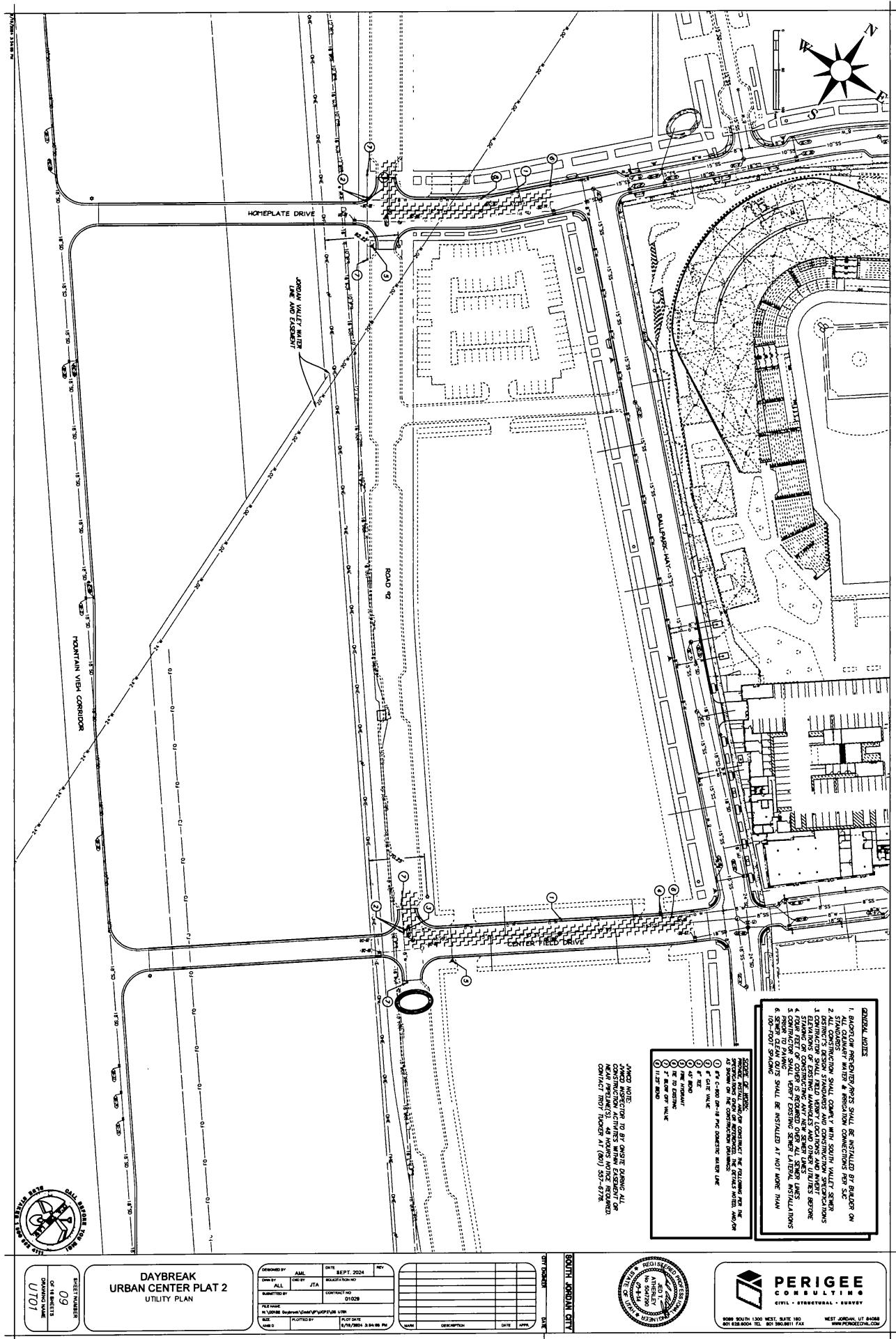
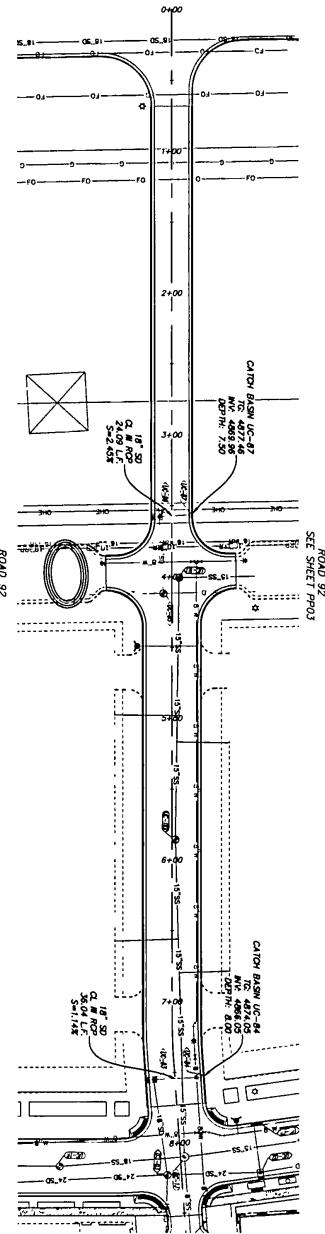


EXHIBIT B
GRANTEE'S CONSTRUCTION PLANS
(Plans to be attached after this page.)

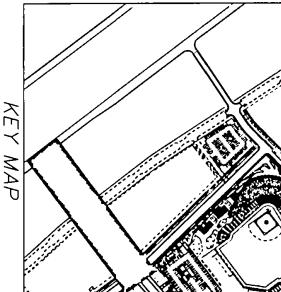
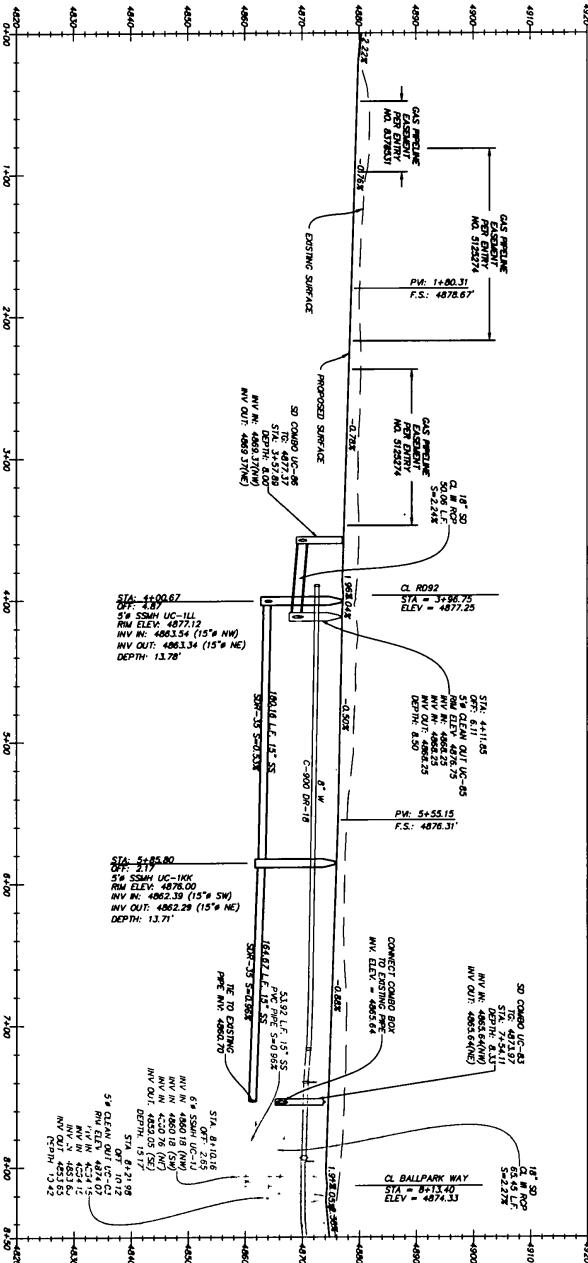




SEE SHEET P03

CENTER FIELD DRIVE

STA: 0+00 TO 8+50



KEY MAP



City Engineer

City of South Jordan

Approved 10/02/2024

By [Signature] City Engineer

DAYBREAK
URBAN CENTER PLAT 2
PLAN AND PROFILE - CENTER FIELD
DRIVE

12
DRAWING NUMBER
OF 18 SHEETS
DRAWING NAME
P02

DEIGNED BY	AML	DATE	OCT 2024
DRAWN BY	JTA	REVISION NO	
SUPERVISED BY		CONTRACT NO	01029
checked		PLATE NO	
IN VARIOUS Design-Build-Finance/Operate/Transfer Projects			
BUZ	PLOTTED BY	DATE	10/1/2024 11:28:59 AM

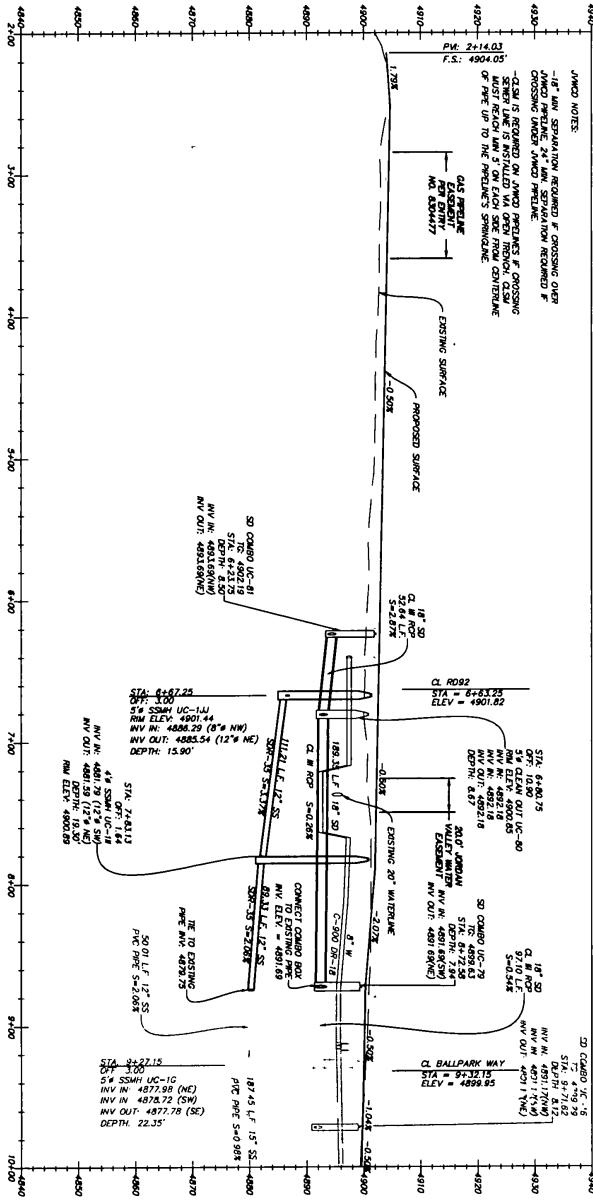
SOUTH JORDAN CITY



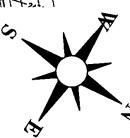
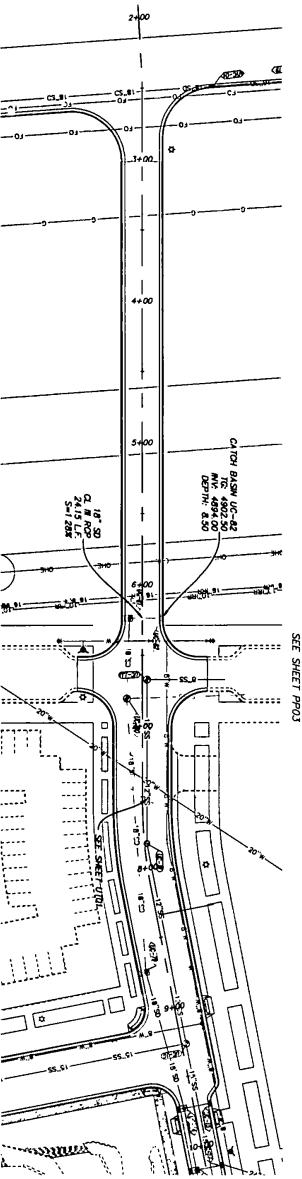
WARNING: INSPECTOR TO BE ON SITE DURING ALL CONSTRUCTION ACTIVITIES WITHIN EASEMENT OR NEAR PIPELINE(S). 48 HOURS NOTICE REQUIRED. CONTACT TROY TUCKER AT (801) 557-6776.

HOMEPLATE DRIVE

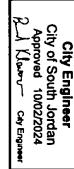
STA: 2400 10 10+00



ROAD y2
SEE SHEET PPO3



KEY MAP



**DAYBREAK
URBAN CENTER PLAT 2
PLAN AND PROFILE - HOMEPLATE DRIVE**



9086 SOUTH 1300 WEST, SUITE 160
801 828.8004 TEL 801 590.8611 FAX
WEST JORDAN, UT 84088
WWW.PERSOECCWLV.COM