

When Recorded, Return to:

Garkane Energy cooperative, Inc.  
P.O. Box 465  
Loa, Utah 84747

Ent 280964 Bk 552 Pg 140  
Date: 19-AUG-2021 3:05:04PM  
Fee: \$40.00 Charge Filed By: CT  
BRAYTON TALBOT, Recorder  
GARFIELD COUNTY CORPORATION  
For: SECURITY TITLE CO

## GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: Kelly & Jennifer Rushton ("Grantor"), does hereby grant and convey to Garkane Energy Cooperative, Inc., a Utah nonprofit corporation ("Grantee"), and Grantee's employees, contractors, subcontractors, their agents and representatives, and their successors and assigns, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, and permanent easement and right-of-way ("Easement") over certain property located at North of Paquicute, County of GARFIELD, State of Utah ("Grantor's Property"), as described in Exhibit "A" attached hereto and incorporated herein by this reference, which Easement shall be forty feet (40') wide, twenty feet (20') each side of the centerline and encompass the area used for anchors, guy wire, and other appurtenances to the pole and shall include the areas used for any and all secondary serviced laterals (the "Easement Property"), as generally depicted on Exhibit "B" attached hereto and incorporated herein by reference. Such Easement shall include the right, privilege, and easement to enter in upon grantor's Property to place, construct, install, operate, repair, maintain, upgrade, relocate, inspect, monitor and replace thereon and under the surface thereof an in or upon all streets, roads or highways abutting grantor's Property an electric transmission and/or transfer overhead lines to underground lines, including without limitation all appropriate communications lines, cable, wire, transformers, manholes, concrete pads, switching enclosure, ground or overhead connection, attachments, equipment, accessories, and appurtenances as may now or hereafter be necessary or convenient for the transmission and distribution of electric energy (collectively, the "Facilities").

Such Easement shall further include the right of ingress and egress over Grantor's Property for use of the Facilities for the provision of other products or services reasonably related to the provision of any utility services, including without limitation use of the Facilities by Grantee for communication lines, data transmission lines, cable television or fiber optic services, and right to derive income from the use of the Facilities.

The Facilities erected hereunder shall remain the property of Grantee. Grantee shall have the right to inspect, maintain, rebuild, remove, repair, improve, and make changes, alterations, substitutions, and additions in and to the Facilities as it may from time to time deem advisable, including the right to increase or decrease the number and size of lines, wires, cables, and manholes, connection boxes, switching enclosures, transformers, and transformer enclosures.

Grantee shall at all times have the right to keep the Easement Property (including any property on which are located secondary service laterals) clear of buildings, structures or other obstructions, trees, shrubbery, undergrowth, and roots. Grantor expressly authorizes Grantee to clear the Easement Property (including any property on which are located secondary service laterals) from trees which interfere, or may, with further growth, interfere with overhead or surface mounted electrical equipment. This may include, but is not limited to, clearing such property from the ground up, symmetrically trimming trees fronting each side of such property, removing dead trees located beyond such property which may strike the line in falling. Grantee shall have the right and obligation to dispose of all trees and limbs cut by Grantee at any time.

Grantor may use the Easement Property for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operation, and maintenance of the Facilities.

Grantor indemnifies the holds Grantee harmless from damage to the grade of the soil, which may result from the construction, operation and maintenance of the Facilities on Grantor's Property, except damage caused by the negligence of Grantee. Any damage to structures, plantings or landscaping during the construction, operation and maintenance of the Facilities shall be the responsibility of Grantor if the damaged structure or plantings are within the Easement Property. Grantor shall be responsible for maintenance of the Easement Property, including mowing, maintaining the level of grade of the ground and any repairs necessary due to nature.

Grantor covenants that it, he or she is the owner of the property herein identified as Grantor's Property and that any lender under any encumbrance on Grantor's Property has consented in writing to subordinate such lender's interest to this Grant of Easement or that Grantor will cause such written consent to be given.

The Easement, rights and interest granted herein shall constitute covenants running with the land, and shall burden Grantor's Property as the servient estate, and shall be binding upon grantor, its successors, assigns, and any person acquiring, leasing or otherwise owning an interest in the Easement Property.

*[Intentionally left blank -- signature page to follow]*

Exhibit A  
to  
Grant of Easement

Legal Description of Grantor's Property

(Attached)

Kelly Rushton  
Kelly Rushton

Jennifer Rushton  
Jennifer Rushton

STATE OF Utah )  
County of Erikfield ) SS.

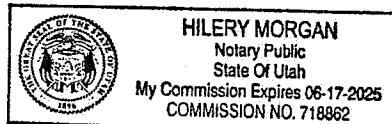
On this day personally appeared before me Kelly Rushton and Jennifer Rushton to me known to be the individual, or individuals described in and who executed the within and foregoing instrument, and acknowledged that he/she/they signed the same as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 19 day of Aug 2021

Hilery Morgan  
NOTARY PUBLIC

Commission Expires: 06-17-25

Residing at: \_\_\_\_\_



Mail Tax Statement to: SAME AS ABOVE or Address Noted Below

Ent 280964 Bk 552 Pg 143

RUSHTON POWER EASEMENT 2021

BEGINNING AT A POINT S0°46'55"W, 1028.78 FEET ALONG THE ¼ SECTION LINE AND N90°00'00"E,  
866.67 FEET FROM THE NORTH 1/4 CORNER OF SECTION 26, T32S, R5W, SLB&M; THENCE N35°49'21"W,  
514.29 FEET TO THE POINT OF ENDING.