

When Recorded, Return to:
Kade Pollock
Garkane Energy Cooperative, Inc.
468 North HWY 89
Hatch Utah, 84735

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: A&B BRYCE HOTELS LLC, HOLMBRANDS LLC, Reggie Scout Holm, HOLM GLOBAL PROPERTIES LLC, A&E DEVELOPMENT LLC ("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 parcels 15-0075-0187, 15-0075-0186, 22-077-0010, 22-0077-0009, 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 thirty feet (30') and fifteen feet (15') wide as shown in Exhibit "B" attached hereto 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]

HOLMBRANDS LLC
a Utah Limited Liability Company

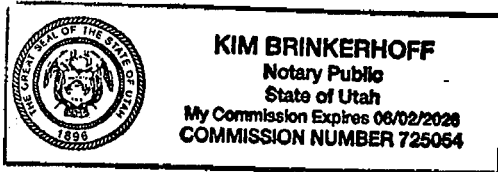
By: [Signature]
Name: Scott Holm
Title: Owner

STATE OF UTAH)
)
) ss.
COUNTY OF Garfield)

The foregoing instrument was acknowledged before me this 25 day of April, 2024, by Scott Holm as _____ of _____, a _____.

[Signature]
Notary Public

Residing at Garfield County, Utah
My Commission Expires: 02-2024



HOLM GLOBAL PROPERTIES LLC
a Utah Limited Liability Company

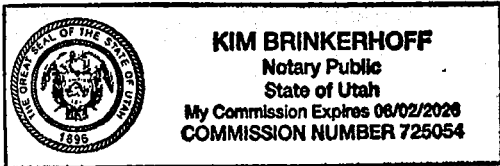
By: [Signature]
Name: Scott Holm
Title: Member

STATE OF UTAH)
)
) ss.
COUNTY OF Garfield)

The foregoing instrument was acknowledged before me this 25 day of April, 2024, by Scott Holm as _____ of _____, a _____.

[Signature]
Notary Public

Residing at Garfield County, Utah
My Commission Expires: 02-2024



A&E DEVELOPMENT LLC
a Utah Limited Liability Company

By: [Signature]
Name: Elen S. LeBaron
Title: Manager

STATE OF UTAH)
)
) :ss.
COUNTY OF Millard)

The foregoing instrument was acknowledged before me this 24 day of April, 2024, by Elen LeBaron, as manager of A+E Development LLC, a Utah Limited Liability Company



[Signature]
Notary Public

Residing at Millard County, Utah
My Commission Expires: 7/05/2027

**Exhibit A
to
Grant of Easement**

Legal Description of Grantor's Property

(Attached)

Legal Description:

Easement #1: Beginning at a point S89°57'56"E along the section line, 15.00 feet from the Southwest Corner of Section 1, Township 36 South, Range 4 West, of the Salt Lake Base & Meridian; thence N0°30'06"W 987.30 feet, thence N0°30'06"W 130.50 feet; thence N89°29'54"E 441.69 feet to the end of easement.

Easement #2: Beginning at a point S89°57'56"E along the section line 15.00 feet and N0°30'06"W 987.30 feet from the Southwest Corner of Section 1, Township 36 South, Range 4 West, of the Salt Lake Base & Meridian; thence N78°32'48"W 285.72 feet, thence N6°59'17"W 195.79 feet to the end of easement.

**Exhibit B
to
Grant if Easement**

Depiction of Easement Property

(Attached)

POWER EASEMENT EXHIBIT MAP

119.94'
S89°59'36"W

