

6
21
REV062116

Recording requested by and
when recorded return to:

Rocky Mountain Power
c/o Lisa Louder ~~HD~~
1407 West North Temple, Suite #110
Salt Lake City, UT 84116

WO#: 6252205 RW#: 2017R0064

APN:15-540-0001



W2874974

E# 2874974 PG 1 OF 6
LEANN H KILTS, WEBER COUNTY RECORDER
23-AUG-17 352 PM FEE \$21.00 DEP JKC
REC FOR: ROCKY MOUNTAIN POWER

POWER LINE EASEMENT

A & E Brown Development L.L.C, a Utah limited liability company with its office located at 2119 West 600 South Roy, Utah 84067 ("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 Weber County, State of Utah more particularly described in Exhibit A and Exhibit A-1 attached hereto and incorporated herein ("Easement Property"), to construct, install and place electric power lines and any necessary facilities related thereto, including, poles, secondary utility cabinets, and transformers (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 public 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, secondary utility cabinets, and transformers, 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 Weber County.
9. 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 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.

GRANTOR EXPRESSLY RESERVES the right to relocate the Power Facilities with Grantee's consent, which consent shall not be unreasonable withheld, conditioned or delayed. If Grantor elects to relocate 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 Grantors 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.

IN TESTIMONY WHEREOF, Grantor has caused this Above-ground Power Line Easement to be executed as of the 10 day of August, 2017.

A & E Brown Development D.L.C, a Utah limited liability company

By: Dennis L. Brown

Name: Dennis L. Brown

Its: Manager

By: Louis A. Brown

Name: Louis A. Brown

Its: Manager

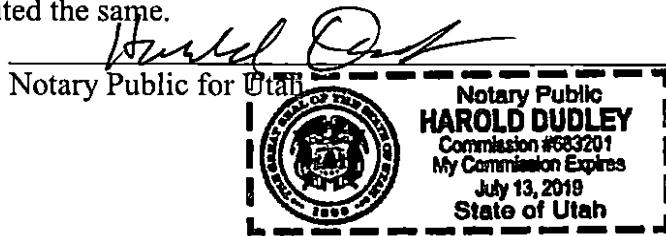
By: Deborah K. Nicholson

Name: Deborah K. Nicholson

Its: Member

STATE OF UTAH)
:ss
COUNTY OF Davis)

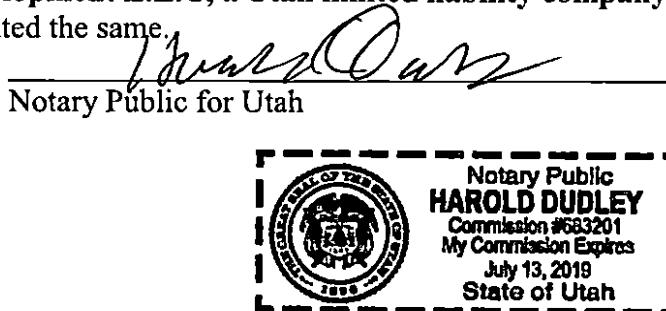
On this 10 day of August, 2017, personally appeared before me Dennis L. Brown, personally known or identified to me to be the Manager of A & E Brown Development L.L.C, a Utah limited liability company who acknowledged to me that he executed the instrument on behalf of A & E Brown Development L.L.C, a Utah limited liability company and acknowledge to me that the entity executed the same.



Commission expires: July 13, 2019

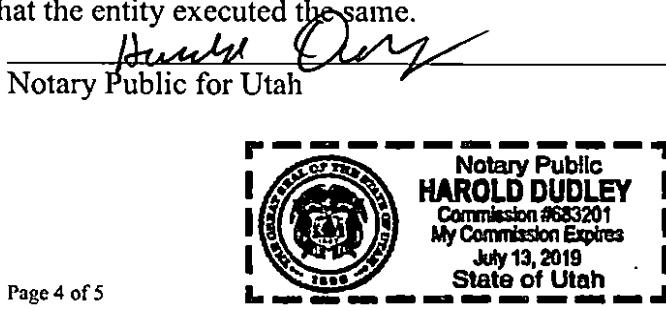
STATE OF UTAH)
:ss
COUNTY OF Davis)

On this 10 day of August, 2017, personally appeared before me Louis A. Brown, personally known or identified to me to be the Manager of A & E Brown Development L.L.C, a Utah limited liability company who acknowledged to me that he executed the instrument on behalf of A & E Brown Development L.L.C, a Utah limited liability company and acknowledge to me that the entity executed the same.



STATE OF UTAH)
:ss
COUNTY OF Utah)

On this 10 day of August, 2017, personally appeared before me Deborah K. Nicholson personally known or identified to me to be the Member of A & E Brown Development L.L.C, a Utah limited liability company who acknowledged to me that she executed the instrument on behalf of A & E Brown Development L.L.C, a Utah limited liability company and acknowledge to me that the entity executed the same.



Commission expires: July 13, 2019

Exhibit A

A right of way 5' feet in width, being 5' feet west of and adjacent to the following described easterly boundary line of the Grantor's land:

Beginning at the southeast corner of the Grantor's land at a point 1332.38 feet South 00°43'41" West, 540.71 feet North 89°16'19" West and 530.19 feet South 03°43'41"West from the northeast corner of Section 1, Township 6 North, Range 2 West., Salt Lake Base & Meridian; Thence N.3°43'41"E., 723.05 feet along the Grantor's easterly boundary line to point on said Grantors easterly line and being in the northeast quarter of said section 1.

A right of way 10' feet in width, being 10' feet west of and adjacent to the following described easterly boundary line of the Grantor's land:

Beginning at a point on the Grantor's easterly boundary line 1332.38 feet South 00°43'41" West, 540.71 feet North 89°16'19" West and 192.86 feet North 03°43'41" East from the northeast corner of Section 1, Township 6 North, Range 2 West., Salt Lake Base & Meridian; Thence N.23°16'19"W., 695.30 feet along said Grantor's easterly boundary line to the northeast corner of said Grantor's land and being in the northeast quarter of said section 1.

APN: 15-540-0001

EE 2874974 PG 6 OF 6

Secondary Box and conduit to serve cell sites.

101 Easement
Three poles
approx. 13'-5"
feet west of
1200 road
right of way
line.

New Pole Locations (7 Poles)

Existing Locations

5. Overhang
Easement
Poles on road
right of way
line in
existing
alignment

288

A vertical graphic scale with markings at 0, 2, 4, 6, and 8.

N

11. TELEGRAM BOX
DEPT. 863 DEEP SEABED AND OCEANIC

LOCATED IN THE NORTHEAST QUARTER
OF SECTION 1,
TOWNSHIP 6 NORTH, RANGE 2 WEST,
SALT LAKE BASE AND MERIDIAN
PLANE, WEAVER COUNTY, UTAH

Preliminary Subdivision Plat
1218 W, Harrisville Road
Farr West, UT 84404

Lou Brown

Exhibit A-1
Location of power facilities