

REV05042015

Return to:
Rocky Mountain Power
Lisa Louder/Rebecca Hudson
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: Sky Park Pull Vault
WO#:1024086572
RW#: 2024RH2

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, Salt Lake Terminal Company ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an easement for a right of way 13 feet in width and 16 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 **Davis** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit(s) **A** attached hereto and by this reference made a part hereof:

Legal Description: **COMMENCING** AT A FOUND STREET MONUMENT IN HANDHOLE AT THE INTERSECTION OF 1100W AND 2600S, FROM WHICH A FOUND STREET MONUMENT IN HANDHOLE AT THE INTERSECTION OF 500W AND 2600S BEARS SOUTH 89°18'50" EAST, A DISTANCE OF 5,430.70 FEET; THENCE NORTH 89°25'19" EAST, A DISTANCE OF 1,581.85 FEET, TO A POINT ON THE NORTH R.O.W. LINE OF 2600S, FOR THE **POINT OF BEGINNING;**
THENCE NORTH A DISTANCE OF 13.04 FEET;
THENCE EAST A DISTANCE OF 16.00 FEET;
THENCE SOUTH A DISTANCE OF 12.66 FEET, MORE OR LESS, TO A POINT ON THE NORTH R.O.W. LINE OF 2600S, FROM WHICH POINT A FOUND STREET MONUMENT IN HANDHOLE AT THE INTERSECTION OF 500W AND 2600S BEARS SOUTH 88°47'01" EAST, A DISTANCE OF 3,833.40 FEET;
THENCE SOUTH 88°37'36" WEST, ALONG SAID NORTH R.O.W. LINE, A DISTANCE OF 16.00 FEET, TO THE **POINT OF BEGINNING.**
Described easement being a total of 206 square feet ± (0.005 acres ±).

Assessor Parcel No. 06-092-0069

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.

This grant is subject to all grants, easements, leases, mineral leases or rights, reservations, rights and rights-of-way heretofore reserved or granted and/or now existing on the property and is further made WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, AS TO TITLE, CONDITION, QUANTITY, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. GRANTEE ACKNOWLEDGES THAT GRANTEE HAS MADE A COMPLETE INSPECTION OF, OR HAS WAIVED ITS RIGHT TO INSPECT, GRANTOR'S PROPERTY AND THE EASEMENT FOR ALL PURPOSES, AND GRANTEE IS IN ALL RESPECTS SATISFIED THEREWITH, INCLUDING WITHOUT LIMITATION ITS PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, AND THAT GRANTEE ACCEPTS THE SAME "AS IS", "WHERE IS", WITH ALL FAULTS IN ITS PRESENT CONDITION AND STATE OF REPAIR. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE DISCLAIMERS OF THE WARRANTIES CONTAINED IN THIS PARAGRAPH ARE "CONSPICUOUS" DISCLAIMERS FOR THE PURPOSES OF ANY APPLICABLE LAW, RULE OR ORDER.

Grantor, its successors and assigns, shall have the right to fully use and enjoy the right of way to the extent such use does not prevent Grantee from exercising the rights granted herein including, but not limited to, constructing and installing pipelines and other facilities and granting easements to others to install pipelines and other facilities. Grantor reserves the right to grant future uses, leases, mineral leases or easements, or to make use of the right of way of any nature, including the right to permit others to do so, so long as the same does not prevent the exercise of the rights granted herein with reasonable accommodations on the part of Grantee including, without limitation, the right to cross and run alongside Grantee's facilities with fences, roads, driveways, above or below ground utility lines and pipelines.

Grantee shall pay for all damages to the fences, roads, premises, or improvements or property of Grantor or third parties, arising out of or incident to Grantee's exercise of the rights and privileges granted under this Agreement. Grantee shall not cut or otherwise disturb any fences or other property of Grantor and shall keep Grantor's property free and clear of all trash or debris resulting from Grantee's activities on Grantor's property.

All of Grantee's activities on Grantor's property and the right of way shall at all times be conducted in compliance with all applicable federal, state or local laws, statutes, rules and regulations of any governmental authority having jurisdiction including, but not limited to, all applicable environmental laws, statutes, rules and regulations, that are in effect at any time. In addition, Grantee shall comply with all applicable rules and regulations of Grantor with respect to Grantee's use of, or presence on, Grantor's property.

After completion of construction, and whenever any repair or maintenance is made on its facilities, Grantee shall restore the ground disturbed thereby as nearly as practical to the same or better grade, level and condition that existed prior to the disturbance. Grantee shall not store or dispose of any materials, substances or debris on the right of way, including without limitation, any rocks, brush, branches, or trees which Grantee may have cleared.

In the event Grantor determines, in its sole discretion, that its business or operations will require or benefit from the use of any portion of the easement, Grantee, at its sole risk and expense, shall relocate all or any part of Grantee's facilities, as applicable, within ninety (90) days after notification from Grantor. In such event, Grantor shall furnish Grantee with a suitable alternative right of way across Grantor's property at no additional cost, subject to the terms herein. Grantee agrees, in the event of such relocation request by Grantor, that it shall restore the surface disturbed thereby as nearly as practicable to the same or better grade, level and condition thereof that existed prior to the disturbance.

Each party will defend and indemnify and hold harmless the other party from and against liability, damage, loss, costs, and expenses, including attorney's fees, on account of injury or damage to persons or property occurring on or occasioned by facilities owned or controlled by such indemnifying party or by its agents, employees and assigns, unless such injury or damage resulted from the sole negligence of the other party.

This agreement is intended solely for the benefit of the parties hereto and shall not create any rights, including without limitation any third party beneficiary rights, in any third party. Grantee shall not have the right to assign, sublet or otherwise transfer this agreement or any of its rights hereunder, in whole or in part, by operation of law or otherwise, without the express prior written consent of Grantor, which consent shall not be unreasonably withheld. Any assignment, subletting or transfer, or attempted assignment, subletting or transfer, without the express prior written consent of Grantor will operate as a forfeiture hereof without any action on the part of Grantor. In the event of a proper assignment, subletting or transfer hereof, Grantee will not be relieved of or from any liability or responsibility hereunder. This agreement shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

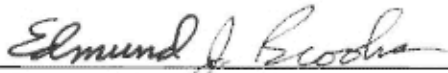
No waiver of the provisions hereof shall be effective unless it is in writing and signed by the party to be charged with such waiver. No waiver shall be deemed a continuing waiver or

waiver in respect of any subsequent breach or default, either of a similar or dissimilar nature, unless expressly so stated in writing.

If any term or provision of this agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this agreement, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this agreement shall be valid and be enforced to the full extent permitted by law.

This agreement, including the exhibits attached hereto, constitutes the entire agreement between the parties and supersedes any prior understandings, covenants, promises, agreements, conditions or representations by or between the parties, whether written or oral, related in any way to the subject matter hereof. No subsequent alteration, amendment, change, modification or addition to this agreement shall be binding upon Grantor or Grantee unless reduced to writing and signed by authorized representatives of both parties.

EXECUTED on the dates set forth in the acknowledgments, but effective for all purposes as of the October 1, 2024 (the "Effective Date").



**Edmund J. Brooks, Attorney-in-Fact
Salt Lake Terminal Company GRANTOR**

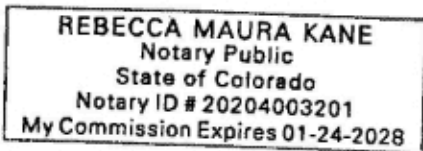
(Insert Grantor Name Here) GRANTEE

Acknowledgment by a Corporation, LLC, or Partnership:

STATE OF COLORADO)
) ss.
County of Adams)

On this 30th day of September, 2024, before me, the undersigned Notary Public in and for said State, personally appeared Edmund J. Brooks, known or identified to me to be Attorney-in-Fact of the corporation that executed the instrument or the person who executed the instrument on behalf of Salt Lake Terminal Company, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



Rebecca Kane
(notary signature)

NOTARY PUBLIC FOR COLORADO
Residing at: Commerce City, Colorado
My Commission Expires: 24/01/2028 (d/m/y)

APN: 06-092-0069
Davis County, Utah
PacifiCorp Sky Park Pull Vault Easement

Page 1 of 2

EXHIBIT "A"
DESCRIPTION FOR A PROPOSED
PERMANENT ELECTRIC EASEMENT

A PROPOSED PERMANENT EASEMENT, SITUATED IN THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 2 NORTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, AFFECTING THE SALT LAKE TERMINAL COMPANY PARCEL, RECORDED IN BOOK 1531, PAGE 10, IN THE DAVIS COUNTY RECORDER'S OFFICE, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND STREET MONUMENT IN HANDHOLE AT THE INTERSECTION OF 1100W AND 2600S, FROM WHICH A FOUND STREET MONUMENT IN HANDHOLE AT THE INTERSECTION OF 500W AND 2600S BEARS SOUTH 89°18'50" EAST, A DISTANCE OF 5,430.70 FEET; THENCE NORTH 89°25'19" EAST, A DISTANCE OF 1,581.85 FEET, TO A POINT ON THE NORTH R.O.W. LINE OF 2600S, FOR THE POINT OF BEGINNING;

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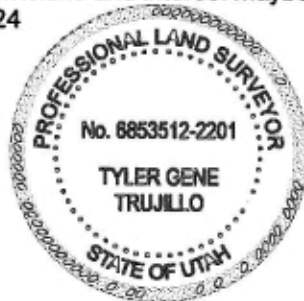
THENCE SOUTH A DISTANCE OF 12.66 FEET, MORE OR LESS, TO A POINT ON THE NORTH R.O.W. LINE OF 2600S, FROM WHICH POINT A FOUND STREET MONUMENT IN HANDHOLE AT THE INTERSECTION OF 500W AND 2600S BEARS SOUTH 88°47'01" EAST, A DISTANCE OF 3,833.40 FEET;

THENCE SOUTH 88°37'36" WEST, ALONG SAID NORTH R.O.W. LINE, A DISTANCE OF 16.00 FEET, TO THE POINT OF BEGINNING.

Described easement being a total of 206 square feet \pm (0.005 acres \pm).

Notes:

- 1) For additional information, see attached easement plat (Exhibit "B") made in conjunction with and considered an integral part of the above described easement.
- 2) Bearings shown hereon are grid bearings of the UTM Coordinate System, Zone 12 North, NAD83, US Survey Feet. Distances shown hereon are ground.
- 3) This description and the attached easement plat (Exhibit "B") were prepared for the purposes of creating an easement and are not intended for use as a property boundary survey.
- 4) This survey was performed without the benefit of a current title certificate. Additional ownerships, easements, subsequent divisions and interest maybe present but are not represented hereon.
- 5) Date of Survey: 03/28/2024



Surveying And Mapping, LLC
488 E Winchester Street
Commerce Park III, Suite 125
Murray, UT 84107

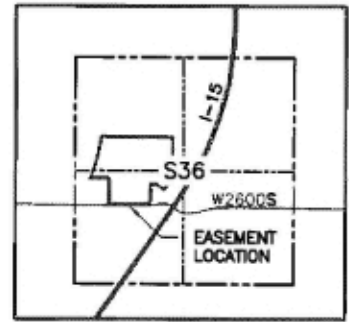
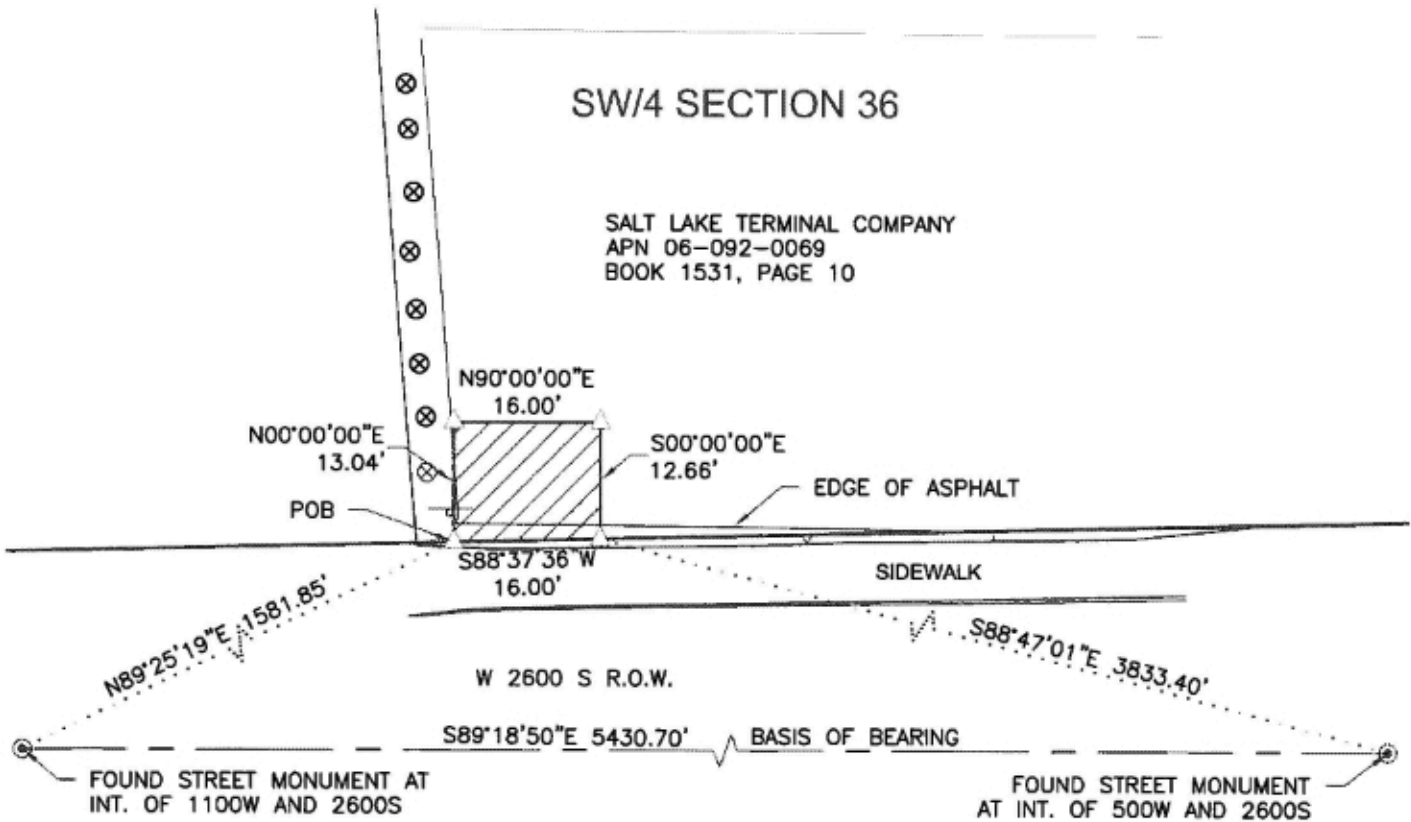

DATE 4/18/2024
TYLER G. TRUJILLO
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6853512-2201 - STATE OF UTAH

0 20' 40'

GRAPHIC SCALE

EXHIBIT "B"
SW/4 SECTION 36, T2N, R1W, S.L.B.&M.

ELECTRIC EASEMENT
AREA = 0.005 ACRES (206 SQ. FT.)

VICINITY MAP
NTS

BEARING BASIS:

BEARINGS ARE BASED ON THE UTAH STATE PLANE
COORDINATE SYSTEM, NORTH ZONE, NAD 83. THE DISTANCES
ARE ADJUSTED TO SURFACE USING A COMBINED SCALE
FACTOR OF 1.000572308.

LEGEND

- CALCULATED POINT
FOUND MONUMENT AS NOTED
BOLLARD
ROAD CENTERLINE
BOUNDARY LINE
PROPOSED EASEMENT

TYLER G. TRUJILLO
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6853512-2201 - STATE OF UTAH

4/18/2024

JOB NUMBER: 1024086572
DATE: 4/17/2024
SCALE: 1"=20'
SURVEYOR: TYLER G. TRUJILLO
TECHNICIAN: TRAVIS KALE
DRAWING:
TRACT ID:
PARTY CHIEF:
FIELD BOOKS:



9980 S. 300 West
Suite 200
Sandy, UT 84070
Ofc: 385.255.0115
Email: info@sam.biz

PROJECT: PACIFICORP
SKYPARK PULL VAULT

SHEET2
OF2