

**GRANT OF EASEMENT-ELECTRIC LINE**

The undersigned, San Juan County (“**Grantor**”), whose address is 297 S Main St, Monticello, UT for a good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto Empire Electric Association, Inc., a cooperative corporation (hereinafter called the “**Cooperative**”) whose address is P.O. Box K, Cortez, Colorado 81321 and to its successors or assigns, a perpetual, non-exclusive easement twenty feet (20’) in width, ten feet (10’) on each side of the electric line described on **Exhibit A** for the purpose enumerated in this Grant of Easement. The easement described herein shall burden the following described lands situated in the County of San Juan, State of Utah, and more particularly described as follows:

**Tract of land in the NE1/4 of Section 36, Township 33S, Range 23E, SLM. being more particularly described in B892 P492-493 of the San Juan County Records:**

Parcel ID Numbers: M-90; M-90-1; M-91; M-94; A0000013004A; A0000013001A

Beginning at the southwest corner of Block 13, MONTICELLO TOWNSITE SURVEY, and running thence north 254.5 feet along the west block line; thence east 100.0 feet; thence north 174.5 feet to the north block line; thence east 60.5 feet along the north block line; thence south 100.0 feet; thence east 54.0 feet; thence south 32.0 feet; thence east 214.5 feet to the east block line; thence south 297.0 feet along the east block line to the southeast corner of Block 13; thence west 429.0 feet along the south block line to the point of beginning. Containing 3.05 acres more or less.

(hereinafter “**Land.**”)

Grantor does hereby grant and convey unto Cooperative a perpetual, non-exclusive easement for the purposes of installing, operating, inspecting, maintaining, repairing, replacing, or removing overhead and/or underground electric line facilities (“**Facilities**”) for the transmission and/or distribution of electric power and energy and facilities and for fiber optics and other communication purposes. Grantor also grants and conveys to Cooperative an easement for access (ingress and egress) over, along and across the Easement Area. Facilities may include (but are not limited to) lines, cables, poles, guy wires, anchors, conduits, cabinets, and other equipment, fixtures, appurtenances, and structures necessary to maintain such Facilities on, over, under, through and across the Easement Area for the purposes set forth above. Cooperative shall have the right to utilize the Easement Area to extend services to Cooperative’s customers. Cooperative has the right to trim and remove any trees, shrubs, bushes, and vegetation and remove or relocate any structures, features, barriers, or obstructions on and within the Easement Area. Cooperative shall have the right to act or seek injunctive relief to prevent the construction, or require removal, of any such structures, features, barriers, or obstructions not permitted hereunder, whether due to the actions of Grantor or any third party, provided that Grantor may maintain structures consistent with the terms of a written encroachment agreement entered into with Cooperative. Grantor agrees that Exhibit A may be amended by the Cooperative to reflect the location of the electric line as actually constructed on the Land.

Grantor retains the right to the undisturbed use and occupancy of the Easement Area so long as such use and occupancy does not materially impair Cooperative’s rights in and to the Easement Area, is not inconsistent with the easement purpose hereby granted, or does not injure or interfere with the construction, operation, maintenance, repair, extensions or additions to the Facilities.

If any Party shall bring suit to enforce the terms and provisions hereof, or to recover damages for the breach of this Grant of Easement, the prevailing Party shall be entitled to recover from the other Party all reasonable costs, expenses and attorneys’ fees incurred in connection with the exercise by the prevailing Party of its rights and remedies hereunder.

Cooperative shall have the unrestricted right to sell, assign, mortgage, convey, contribute, lease or otherwise transfer all or any rights under this Easement at any time and from time to time. “Cooperative” includes all successors and/or assigns to Cooperative’s interest in this Easement, any part thereof, and any right or benefit of this Grant of Easement.

The benefits and burdens of this Grant of Easement shall be binding upon the Parties and their respective successors, successors-in-title and assigns and shall run with the title to the Land.

IN WITNESS WHEREOF, the undersigned have set their hands and seal this \_\_\_\_ day of \_\_\_\_\_ 2026

GRANTOR

\_\_\_\_\_  
San Juan County

\_\_\_\_\_  
Title

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

The above and foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2026,  
by \_\_\_\_\_

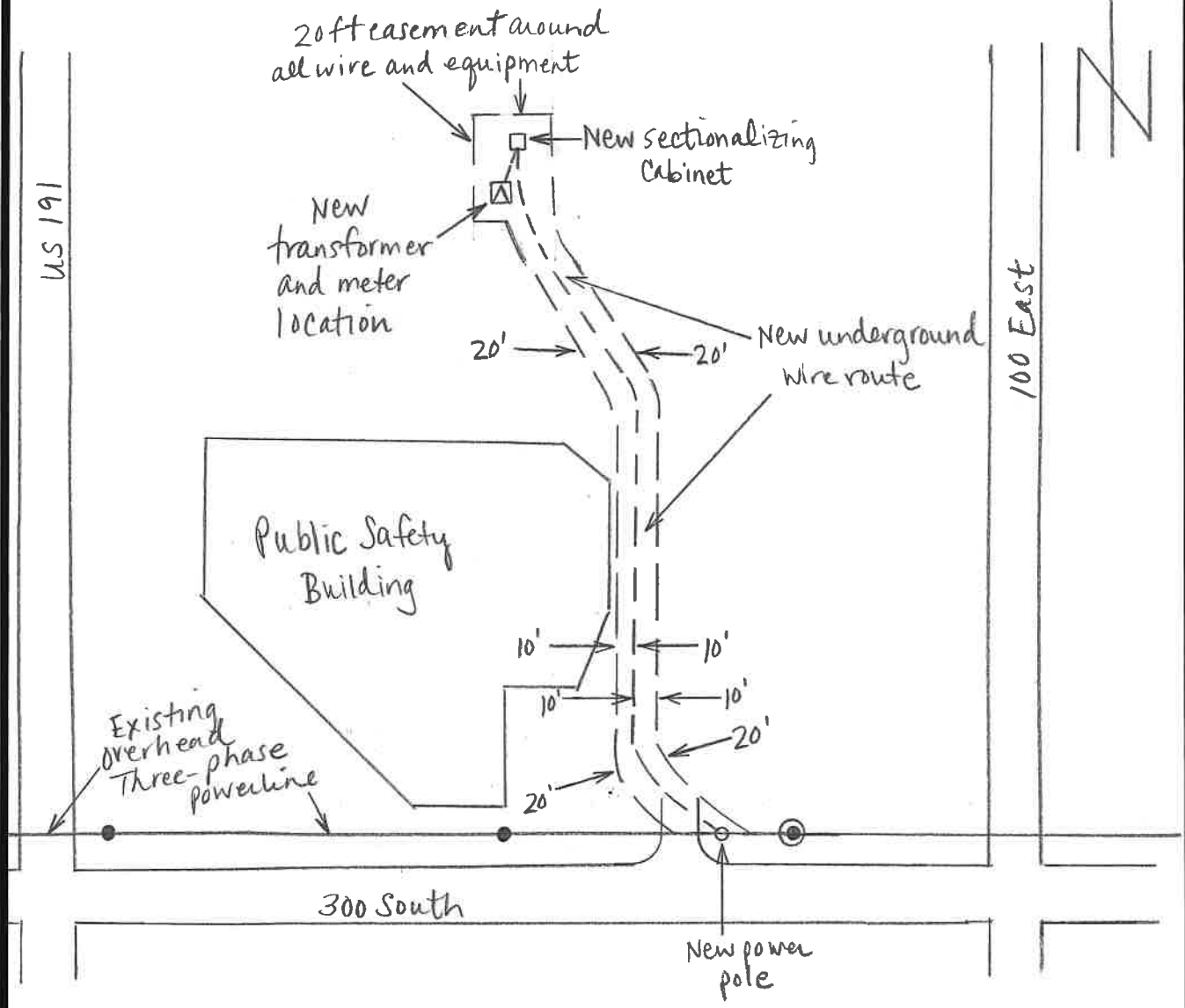
\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

Prepared on behalf of Empire Electric Association, Inc., Cortez, Colorado S.O. # 289648

**Exhibit - A**  
**San Juan County**  
**Section 36**  
**Township 33S**  
**Range 23E**

\*Sketch NOT  
to scale\*



\* 20 ft easement along new wire route and surrounding new equipment \*