

PLEASE TO:  
Rocky Mountain Power  
Lisa Louder /  
1407 WN Temple Suite 110  
Salt Lake City Utah 84116

**ENTRY NO. 01163410**

05/12/2021 10:39:30 AM B: 2663 P: 1724

Easements PAGE 1/3  
RHONDA FRANCIS, SUMMIT COUNTY RECORDER  
FEE 40.00 BY ROCKY MOUNTAIN POWER



Tax Parcel No.(s): SCVC-13-16-12 through SCVC-13-16-21

*(Space Above for Recorder's Use Only)*

### UTILITY EASEMENT AGREEMENT

THIS UTILITY EASEMENT AGREEMENT ("**Easement**") is made and entered into as of the 22nd day of April, 2021, by and between CW LARSEN VILLAGE, LLC, a Utah limited liability company, a Utah limited liability company ("**Larsen Village**"), SILVER CREEK PCTH, LLC, a Utah limited liability company ("**Silver Creek**" and together with Larsen Village, the "**Grantor**") and ROCKY MOUNTAIN POWER, an unincorporated division of PacifiCorp ("**Grantee**"). The Parties may be referred to herein collectively as "**Parties**" or, individually, each a "**Party**".

### RECITALS

A. Larsen Village is the fee simple owner of that certain parcel of real property located in Summit County, State of Utah, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Larsen Village Property**").

B. Silver Creek is the fee simple owner of those certain parcels of real property located in Summit County, State of Utah, as more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**Silver Creek Property**" and together with the Larsen Village Property, the "**Grantor Property**").

C. Grantee provides electric services which will serve the Grantor Property.

D. The Parties desire to grant a permanent, non-exclusive utility easement over the portion of the Grantor Property, more particularly described on **Exhibit "B"** attached hereto and incorporated herein by this reference ("**Easement Area**").

E. The Parties desire to enter into this Easement for the purpose of evidencing their respective rights and obligations in connection with the Easement Area.

NOW, THEREFORE, for and in consideration of ten and 00/100 dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Grant of Easement. Grantor hereby gives, grants, and conveys, unto Grantee, its successors and assigns, a permanent, utility easement over, on, upon, and across the Easement Area for the purpose hereinafter stated, subject to the terms, conditions, and limitations set forth herein.

3. Purpose of Easement. The Easement is granted for the purpose of establishing, installing, constructing, maintaining, enlarging, replacing, and repairing electrical service lines along with associated surface structures, if any, and other surface and sub-surface appurtenances as may be deemed necessary for Grantee's intended use. Grantee shall have reasonable access to the Easement Area as necessary to carry out the purpose of this Easement, and shall be allowed to use temporary workspace adjacent to the Easement Area as reasonably necessary to accomplish the purposes of this Easement. Grantee shall be solely responsible for the maintenance of any improvements, structures, or equipment it constructs within the Easement Area.

4. Non-Exclusive Easement. Grantor expressly reserves and shall have the right to use the Easement Area in a manner that does not impair or harm the grant or use by Grantee. Grantor shall not construct any buildings, structures, or other permanent improvements, except for any roadway or parking lot, within the Easement Area, and any such improvements or encroachments may be subject to removal without compensation. Grantor shall not (a) change the contour within the Easement Area without prior written consent of Grantee, such consent not to be unreasonably withheld, conditioned, or delayed; (b) plant deep-rooted trees, or vegetation that will damage Grantee's facilities within the Easement Area; or (c) place personal property within the Easement Area which unreasonably interferes with Grantee's access to the Easement Area or which impairs the safe operation and maintenance of Grantee's facilities.

5. Restoration. Upon completion of any repair or maintenance work contemplated by this Easement, Grantee agrees to promptly restore the surface to a condition equal or superior to that existing prior to any disturbance.

6. Abandonment; Termination. This Easement shall only be deemed abandoned or terminated upon lawful execution and recording of a written grant by Grantee conveying and abandoning or terminating this Easement.

7. Warranty of Title and Authority. The Grantor warrants that he has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the Grantor Property subject to this Easement.

8. Jury Trial. 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 Easement. 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.

9. Amendment. This Easement may be modified or amended only upon the mutual written consent of the Parties, or the Parties' respected legal representatives, successors or assigns, and any such amendment shall become effective only upon the recording of the same in the Public Records of Summit County, Utah.

10. Binding in Perpetuity. This Easement is irrevocable and shall bind the Grantor Property in perpetuity, and all of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors, and assigns of both the Grantor and Grantee.

11. Governing Law; Venue. The Parties acknowledge that this Easement was entered into in the State of Utah. This Easement shall be construed and governed in accordance with the laws of the State of Utah without giving effect to any choice of laws or rules thereof that may direct the application of laws of another jurisdiction. Venue for any legal action arising under this Easement shall be in the district court in Summit County, Utah.

12. Paragraph Headings and Severability of Terms. The paragraph and subparagraph captions included herein are for reference only and shall not amend, modify or be used to interpret or construe the meaning or intent of the parties as to any of the terms and provisions hereof. If any provisions of this Easement or the application thereof shall be held to be invalid or unenforceable in a court of law, the remainder of this Easement shall otherwise remain valid and enforceable to the fullest extent permitted by law.

13. Attorney Fees. Both Parties expressly agree that each shall bear the cost of its own attorney fees, paralegal fees, and other professional fees, and costs incurred incidental thereto, for any action (including those incurred before or at trial or any re-hearing or appeal) arising out of or in connection with this Easement.

14. Enforcement. If either or both Parties fail to perform or breaches any obligation, requirement, duty or covenant contained herein, the other non-defaulting Party shall have the right, at its own option, in addition to any of its other rights, privileges or remedies otherwise stated elsewhere herein to bring an action for specific performance in a court of competent jurisdiction. The failure to enforce any other terms or provisions of this Easement, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior to or subsequent thereto.

15. Entire Easement. This instrument constitutes the entire Easement between the Parties and supersedes all previous discussions, understandings, and Easements between the Parties relating to the subject matter of this Easement.

16. Effective Date. The Effective Date of this Easement shall mean the date listed on the signature page.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Easement as of the Effective Date.

**LARSEN VILLAGE**

CW LARSEN VILLAGE, LLC,  
a Utah limited liability company

By: [Signature]

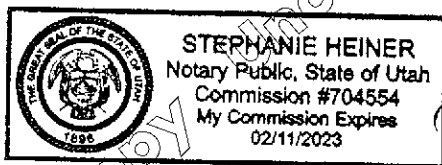
Its: Manager  
Title

State of Utah )

County of Davis )

On this 26 day of April, 2021, personally appeared before me Darlene Carter who being by me duly sworn did say that she/he is the Manager of CW LARSEN VILLAGE, LLC, a Utah limited liability company and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating agreement; and duly acknowledged to me that said limited liability company executed the same.

[Signature]  
(Notary Public)



**SILVER CREEK**

SILVER CREEK PCTH, LLC,  
a Utah limited liability company

By: [Signature]

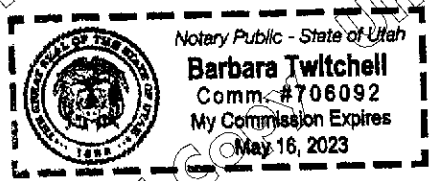
Its: Manager  
Title

State of Utah )  
County of Salt Lake ) §

On this 22 day of April, 2021, personally appeared before me Jonathan Southern who being by me duly sworn did say that she/he is the Manager of SILVER CREEK PCTH, LLC, a Utah limited liability company and that the within and foregoing instrument was duly authorized by the limited liability company at a lawful meeting held by authority of its operating Easement; and duly acknowledged to me that said limited liability company executed the same.

[Signature]  
(Notary Public)

(Seal)



**EXHIBIT "A"**  
**GRANTOR PROPERTY**

**LARSEN VILLAGE PROPERTY**

LOT 15, SILVER CREEK VILLAGE CENTER LOT 13 & 16 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 2,323 SQ FT OR 0.05 AC.

Parcel No. SCVC-13-16-15 (for reference purposes only)

LOT 16, SILVER CREEK VILLAGE CENTER LOT 13 & 16 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDER OFFICE CONT 1,870 SQ FT OR 0.04 AC.

Parcel No. SCVC-13-16-16 (for reference purposes only)

LOT 17, SILVER CREEK VILLAGE CENTER LOT 13 & 16 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDER OFFICE CONT 2,323 SQ FT OR 0.05 AC.

Parcel No. SCVC-13-16-17 (for reference purposes only)

**SILVER CREEK PROPERTY**

LOT 12, SILVER CREEK VILLAGE CENTER LOT 13 & 16 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 2,323 SQ FT OR 0.05 AC. 2641-1596

Parcel No. SCVC-13-16-12 (for reference purposes only)

LOT 13, SILVER CREEK VILLAGE CENTER LOT 13 & 16 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 1,870 SQ FT OR 0.04 AC. 2641-1596

Parcel No. SCVC-13-16-13 (for reference purposes only)

LOT 14, SILVER CREEK VILLAGE CENTER LOT 13 & 16 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDERS OFFICE CONT 2323 SQ FT OR 0.05 AC. 2641-1596

Parcel No. SCVC-13-16-14 (for reference purposes only)

LOT 18, SILVER CREEK VILLAGE CENTER LOT 13 & 16 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDER OFFICE CONT 2,323 SQ FT OR 0.05 AC. (SEE SWD 2623-127 INCORRECT SUBDIVISION IN LEGAL DESCRIPTION) 2649-661

Parcel No. SCVC-13-16-18 (for reference purposes only)

LOT 19, SILVER CREEK VILLAGE CENTER LOT 13 & 16 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDER OFFICE CONT 1,870 SQ FT OR 0.04 AC. (SEE SWD 2623-127 INCORRECT SUBDIVISION IN LEGAL DESCRIPTION) 2649-661

Parcel No. SCVC-13-16-19 (for reference purposes only)

LOT 20, SILVER CREEK VILLAGE CENTER LOT 13 & 16 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDER OFFICE CONT 1,870 SQ FT OR 0.04 AC. (SEE SWD 2623-127 INCORRECT SUBDIVISION IN LEGAL DESCRIPTION) 2649-661

Parcel No. SCVC-13-16-20 (for reference purposes only)

LOT 21, SILVER CREEK VILLAGE CENTER LOT 13 & 16 SUBDIVISION; ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE SUMMIT COUNTY RECORDER OFFICE CONT 2,757 SQ FT OR 0.06 AC. (SEE SWD 2623-127 INCORRECT SUBDIVISION IN LEGAL DESCRIPTION) 2649-661

Parcel No. SCVC-13-16-21 (for reference purposes only)

**EXHIBIT "B"  
EASEMENT AREA**

**P. U. E. 'A':**

An easement lying within the Northwest quarter of Section 22, Township 1 South, Range 4 East, Salt Lake Base & Meridian, Summit County, Utah more particularly described as follows:

Beginning at a point which is North 00°05'09" West 17.00 feet and North 89°54'51" East 10.00 feet from the southwest corner of Lot 21 of the Silver Creek Village Center Lot 13 & 16 Subdivision Plat, Entry No. 1147487 and running thence North 89°54'51" East 233.97 feet to a point on a 16.00 foot radius non-tangent curve to the left, the center of which bears North 00°05'09" West; thence Easterly 6.00 feet along the arc of said curve through a central angle of 21°29'50" (chord bears North 79°09'56" East 5.97 feet); thence South 00°05'09" East 10.44 feet to a point on a 26.00 foot radius non-tangent curve to the right, the center of which bears North 13°07'08" West; thence Westerly 5.91 feet along the arc of said curve through a central angle of 13°01'58" (chord bears South 83°23'51" West 5.90 feet); thence South 89°54'51" West 233.97 feet; thence North 00°05'09" West 10.00 feet to the Point of Beginning.

Containing 2,399 square feet or 0.06 acres, more or less.

This easement is contained within Parcels SCVC-13-16-12, SCVC-13-16-13, SCVC-13-16-14, SCVC-13-16-15, SCVC-13-16-16, SCVC-13-16-17, SCVC-13-16-18, SCVC-13-16-19, SCVC-13-16-20 & SCVC-13-16-21

# SILVER CREEK VILLAGE CENTER PUBLIC UTILITY BASEMENT SCVC-13

