

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder/*Susan Baker*

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

Project Name:

WO#:

RW#:

RIGHT OF WAY EASEMENT

For value received, KMW Development L.L.C., a Utah limited liability company ("KMW"), Holladay Hills 38, LLC, a Utah limited liability company ("Holladay Hills"), and Peterbilt, L.L.C., a Utah limited liability company ("Peterbilt") (KMW, Holladay Hills, and Peterbilt are each a "Grantor" with respect to the Property owned by each such Grantor at the time of recording this document), hereby grants to PacifiCorp, an Oregon corporation d/b/a Rocky Mountain Power, its successors and assigns ("Grantee"), a non-exclusive easement for a right of way for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution, and communication lines and all necessary or desirable accessories and appurtenances thereto ("Easement"), including without limitation supporting towers, poles, props, wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults, and cabinets (collectively, the "Facilities") on, over, or under the surface of the real property of Grantor in Salt Lake County, State of Utah more particularly described on Exhibit "A" and substantially depicted on Exhibit "B". Both Exhibit "A" and Exhibit "B" are attached hereto and by this reference made a part hereof (the "Easement Area"). Grantor and Grantee are sometimes referred to individually as a "Party" and collectively as the "Parties".

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 therefore) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's Facilities or impede Grantee's activities.

Nothing contained herein shall prohibit Grantor from building or constructing, or permitting to be built or constructed, curb and gutter, sidewalks, pavements, landscaping, or similar improvements ("Grantor Improvements"), on, over, around, and/or across Facilities placed within the Easement Area, so long as Grantor Improvements do not damage or unreasonably interfere with the Facilities within the Easement Area. Subject to the limitations of this Easement, Grantor may use the surface of the right of way for

agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this Easement has been granted.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), on or within the boundaries of the right of way.

Grantor reserves the right to terminate this Easement if Grantee does not use the property for the purposes for which this easement has been granted.

Grantee shall restore as near as practicable to its previous condition, at no cost to Grantor, any pavement, landscaping, curb and gutter, or any other improvement damaged in constructing, maintaining, repairing, removing or replacing the Facilities within such right-of-way.

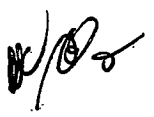
Grantor reserves the right to relocate the Easement Area, at Grantor's sole cost and expense, including, but not limited to, the cost of granting a new easement, relocating the Facilities, and any attendant costs.

The rights and obligations of the Parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

Grantor agrees to indemnify, defend, and hold Grantee harmless from and against any direct injury, loss, damage or liability, costs or expenses (including reasonable attorney's fees and court costs) resulting from its use of the Easement granted herein, except to the extent attributable to the negligent or intentional act or omission of Grantee or its employees, agents, tenants, licensees, and invitees. Grantee agrees to indemnify, defend, and hold Grantor harmless from and against any direct injury, loss, damage or liability, costs or expenses (including reasonable attorney's fees and court costs) resulting from its use of this Easement, or resulting from performance or failure to perform any of its obligations as stated herein, except to the extent attributable to the negligent or intentional act or omission of Grantor or its employees, agents, tenants, licensees, and invitees.

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.

If any provision of this Easement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the violating provision shall be excised or stricken, and all remaining provisions shall remain valid, binding, and enforceable.



Nothing contained in this Easement shall be deemed to be a public dedication of any portion of the Grantor's property and this Easement shall be strictly limited to and for the purposes set forth herein. No public or third-party rights are intended or granted hereby.

The provisions of this Easement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership, or any similar relationship between or among the Parties hereto. Except as expressly set forth herein, this Easement does not otherwise create any rights in any third party. The indemnifications and other provisions of this agreement shall survive the termination of this Easement.

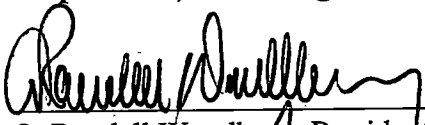
Dated this 31 day of JANUARY, 2022


GRANTOR:

KMW:

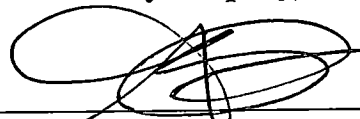
**KMW DEVELOPMENT L.L.C.,
a Utah limited liability company**

**By: WOODBURY CORPORATION,
a Utah corporation, Its Manager**

By: 
O. Randall Woodbury, President

By: 
E. Taylor Woodbury, CEO

**By: MILLROCK CAPITAL II, LLC,
a Utah limited liability company, Its Manager**

By: 
Steven Peterson, Manager



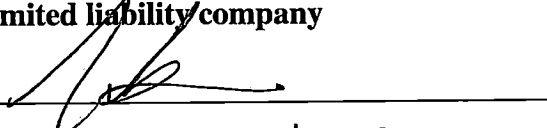
PETERBUILT:

**PETERBUILT HH, L.L.C.,
a Utah limited liability company**

By: 
Steven Peterson, Manager

HOLLADAY HILLS 38:

**HOLLADAY HILLS 38 L.L.C.,
A Utah limited liability company**

By: 
Its: Jeffrey Michael Hack, President

GRANTEE:

**PACIFICORP, an Oregon Corporation,
d/b/a Rocky Mountain Power**

By: _____

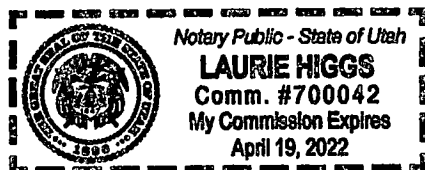
Its: _____



ACKNOWLEDGMENTS

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

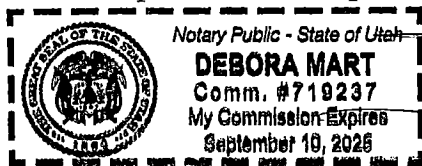
On the 31st day of January, 2022, before me personally appeared O. RANDALL WOODBURY, to me personally known, who being by me duly sworn did say that he is the President of WOODBURY CORPORATION, known to be the Manager of KMW DEVELOPMENT L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



Laurie Higgs
Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 31st day of January, 2022, before me personally appeared E. TAYLOR WOODBURY, to me personally known, who being by me duly sworn did say that he is the CHIEF OPERATING OFFICER of WOODBURY CORPORATION, known to be the Manager of KMW DEVELOPMENT L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



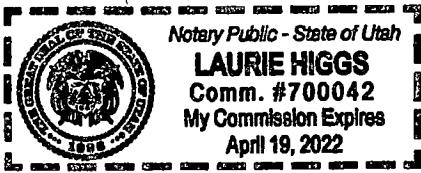
Debora Mart
Notary Public

[Acknowledgements Continued on Following Page]

Handwritten initials/signature

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

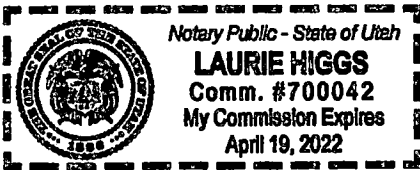
On the 31st day of January, 2022, before me personally appeared STEVEN PETERSON, to me personally known, who being by me duly sworn did say that he is the Manager of MILLROCK CAPITAL II, LLC, a Utah limited liability company, known to be the Manager of KMW DEVELOPMENT L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its Operating Agreement.



Laurie Higgs
Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 31st day of January, 2022, before me personally appeared STEVEN PETERSON, to me personally known to be the Manager of PETERBUILT HH, L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its bylaws.



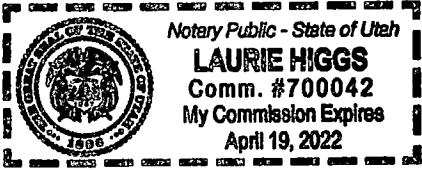
Laurie Higgs
Notary Public

[Acknowledgements Continued on Following Page]

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STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 31st day of January 2022, before me, ^{President} personally appeared [Jeffrey Michael Hack], to me personally known to be the ~~Manager~~ of HOLLADAY HILLS 38 L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its bylaws.



Laurie Higgs
Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the _____ day of _____, 20____, before me personally appeared _____, to me personally known to be the _____ of PACIFICORP, d/b/a ROCKY MOUNTAIN POWER, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its bylaws.

Notary Public

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EXHIBIT A – LEGAL DESCRIPTION

POWER EASEMENT PREPARED 11-10-2021
Transmission Line Block L
drafted by Johanson Surveying

A Power line easements and facilities thereof that is 28.5 feet each side of a transmission line less any portion within the adjoining right of way. This easement is or purposes to re-route transmission lines within Royal Holiday Hills Subdivision/development Phase 2 recorded June 6th, 2021, as entry # 13700581. Blocks L, said easement is more particularly described as follows:

Beginning at a point that is located on a just south of Power Pole on the r.o.w of Arbor Lane, said point lies East 66.63 feet and South 8.31' feet from the East Quarter corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian.

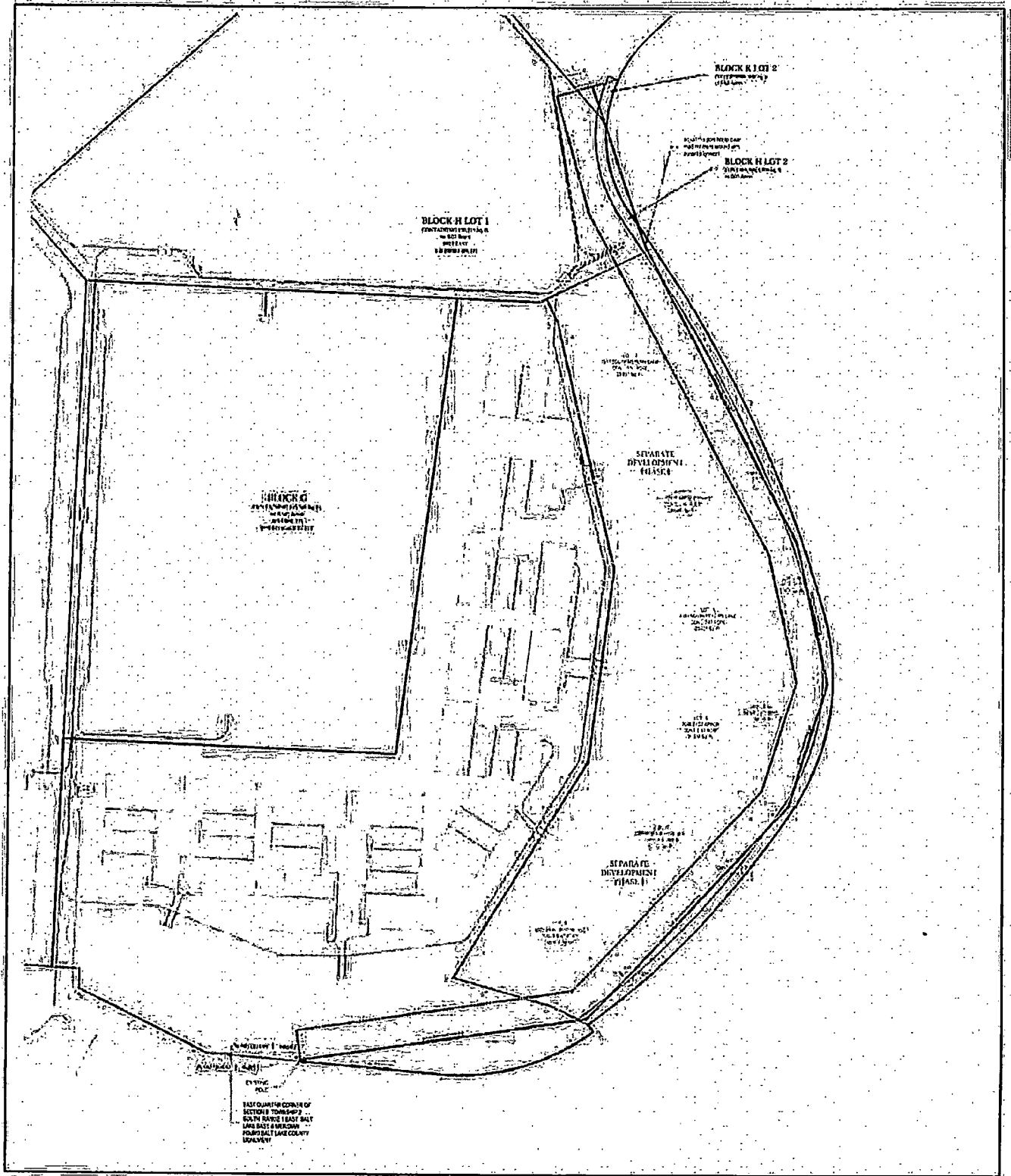
Thence North 08° 23' 05" West a distance of 29.95 feet, Thence North 81° 36' 55" East a distance of 265.84 feet, Thence North 43° 41' 21" East a distance of 260.68 feet, Thence North 17° 24' 57" East a distance of 108.41 feet, Thence North 12° 30' 27" West a distance of 124.77 feet, Thence North 28° 16' 05" West a distance of 366.71 feet, Thence North 15° 46' 31" West a distance of 115.05 feet, Thence North 74° 13' 29" East a distance of 60.93 feet to the Northerly R.O.W. of Memory Lane; thence along North R.O.W. the following courses and the beginning of a non-tangential curve, Said curve bears to the left through an angle of 58° 58' 36", having a radius of 127.34 feet along the arc a distance of 131.08 feet, and whose long chord bears South 04° 45' 41" East a distance of 125.37 feet, Thence South 34° 14' 59" East a distance of 64.50 feet to the beginning of a curve, Said curve bears to the right through 18° 38' 00", having a radius of 1121.28 feet along the arc a distance of 364.65 feet, and whose long chord bears South 24° 55' 59" East a distance of 363.05 feet to the beginning of a non-tangential curve. Said curve bears to the right through 49° 37' 00", having a radius of 225.79 feet along the arc a distance of 195.53 feet, and whose long chord bears South 09° 11' 31" West a distance of 189.48 feet to the beginning of a non-tangential curve. Said curve bears to the right through an angle of 19° 35' 00", having a radius of 821.00 feet along the arc a distance of 280.61 feet, and whose long chord bears South 43° 47' 31" West a distance of 279.25 feet to a point of intersection with a non-tangential line. Thence South 36° 24' 59" East a distance of 8.50 feet to the beginning of a non-tangential curve, Said curve bears to the right through an angle of 41° 24' 00", having a radius of 214.51 feet along the arc a distance of 155.00 feet, and whose long chord bears South 74° 17' 01" West a distance of 151.65 feet, Thence North 85° 00' 59" West a distance of 133.62 feet to the point of beginning.

Containing 55,450 Sq. Ft. or 1.27 Acres.

Assessor Parcel Nos. 22101510120000, 22101510080000, 22101510130000, 22101510110000



**EXHIBIT B
POWER TRANSMISSION LINE EXHIBIT**



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