REV05042015
Return to:
Rocky Mountain Power
Lisa Louder/Andrew McKelvie
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

13955118 B: 11340 P: 5552 Total Pages: 10 05/19/2022 02:28 PM By: bmeans Fees: \$40.00 Rashelle Hobbs, Recorder, Salt Lake County, Utah Return To: ROCKY MOUNTAIN POWER ATTN: LISA LOUDER 1407 W NORTH TEMPLE STE 110 SALT LAKE CITY, UT:

Project Name: HOL13: KMW Dev - OH to UG conversion

WO#: 8081599

RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, KMW Development L.L.C., a Utah limited liability company ("KMW"), Peterbuilt HH, L.L.C., a Utah limited liability company ("Peterbuilt") (KMW and Peterbuilt, are each a "Grantor" with respect to the Property owned by each such Grantor at the time of recording of this document), ("Grantor"), hereby grants to Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), an nonexclusive easement for a right of way 12 feet in width, 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 Salt Lake County, State of Utah, more particularly described and shown on, as follows on Exhibits A & B attached hereto and by this reference made a part hereof:

Legal Description: see Exhibit A

Assessor Parcels / Tax ID #'s: 22-09-2298-042, 22-09-228-043, 22-10-228-044, 22-10-228-045, 22-10-151-024, 22-10-151-025

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.

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 (the "Grantor Improvements") on, over, or around Facilities placed within the Easement Area, so long as Grantor Improvements do not damage or unreasonably interfere with the Facilities within the Easement Area.



At no time shall Grantor place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the right of way. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

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.

All facilities shall be located underground by Grantee except those minimally necessary for the operation of the Facilities that must be placed above ground. Within thirty (30) days of the completion of Grantee's initial construction, Grantee shall provide Grantor with an as-built depiction of the Facilities.

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.

Grantee 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 agreement 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.

Page 2 of 10

13955118 B: 11340 P: 5553 Page 2 of 10

Nothing contained in this agreement 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 agreement 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 agreement 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.

IN WITNESS	WHEREOF,	the parties hereto have caused	this agreement to	be executed
on this 18 day of _	APRIL	20 <u>7</u> 2.		

KMW:

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

By: WOODBURY CORPORATION, a Utah corporation, Its Manager

O. Randall Woodbary, President

By:

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

By: Steven Peterson, Manager

oodbury, Chief Operating Officer

[Signatures Continued on Following Page]

T		1.
Datar	h111	It٠
Peter	vui	IL.

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

By:

Steven Peterson, Manager

Grantee:

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

By:

INDREW MCKELVIE . Its

ESTEMATOR

13955118 B: 11340 P: 5555

ACKNOWLEDGMENTS

STATE OF UTAH)
: ss. COUNTY OF SALT LAKE)
On the day of da
TIFFANY STEELE Notary Public State of Utah My Commission Expires on: March 09, 2026 Comm. Number: 723088
STATE OF UTAH)
: ss. COUNTY OF SALT LAKE)
On the

TIFFANY STEELE
Notary Public State of Utah
My Commission Expires on:
March 09, 2026
Comm. Number: 723088

[Acknowledgements Continued on Following Page]

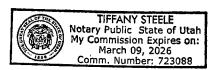
Page 5 of 10

WY

STATE OF UTAH)	
: ss.	
COUNTY OF SALT LAKE)	
Λ	
On the 12th day of April	, 20 27 before me personally
	ally known, who being by me duly sworn did say
that he is the Manager of MILLROCK CAPIT.	AL II, LLC, a Utah limited liability company,
known to be the Manager of KMW DEVELOR	MENT L.L.C., a Utah limited liability company,
the company that executed the within instrume	nt, known to me to be the person who executed
the within instrument on behalf of said compar	y therein named, and acknowledged to me that
such company executed the within instrument	pursuant to its Operating Agreement.
Notary Public State of Utah	. 0-1
My Commission Expires on: March 09, 2026	
Comm. Number: 723088	ablic ()

COUNTY OF SALT LAKE

On the day of day of 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.



STATE OF UTAH

[Acknowledgements Continued on Following Page]

w).Y

STATE OF UTAH)	
	: ss.	
COUNTY OF SALT LAKE)	
•		
On the 27 th day of	- FOCI)	20 33 , before me
personally appearedQ	drew McKelvie	, to me personally known to be the
estroctor of PACIFICO	RP, d/b/a ROCKY M	IOUNTAIN POWER, the company that
executed the within instrumer	nt, known to me to be	the person who executed the within
		ed, and acknowledged to me that such
company executed the within		
	F	· · · · · · · · · · · · · · · · · · ·

Notary Public State of Utah My Commission Expires on: February 3, 2025 Comm. Number: 716580 Notary Public

Page 7 of 10

POWER EASEMENT PREPARED 4-11-2022 KMW DEVELOPMENT & PARTNERS drafted by Johanson Surveying

A Power line and facilities thereof to provide services to Royal Holiday hills Subdivision/development Phase 2 recoded June 6th, 2021, as entry # 13700581. Blocks E-L, More particularly described as follows:

Beginning at a point that is located on an existing Pacific Corp Power Easement Recorded January 6, 2021, As Entry No. 13524396, In Book 11094, At Page 4637. Said point lies North 00° 03' 51" West 993.48 feet along Section Line and West 356.77 feet from the East Quarter corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian;

Thence South 41° 18' 43" East a distance of 298.54 feet, Thence South 87° 37' 16" East a distance of 64.95 feet, Thence South 87° 37' 16" East a distance of 12.64 feet, Thence North 02° 22' 44" East a distance of 3.51 feet, Thence South 87° 37' 16" East a distance of 27.70 feet, Thence South 02° 22' 44" West a distance of 6.32 feet, Thence South 87° 37' 16" East a distance of 35.65 feet, Thence South 02° 20' 32" West a distance of 23.12 feet, Thence South 87° 47' 51" East a distance of 313.84 feet, Thence North 41° 25' 22" East a distance of 46.25 feet, Thence North 09° 58' 33" West a distance of 174.71 feet, Thence North 41° 23' 52" West a distance of 151.14 feet, Thence South 48° 36' 08" West a distance of 3.42 feet, Thence North 41° 16' 31" West a distance of 22.80 feet, Thence North 48° 36' 08" East a distance of 3.37 feet, Thence North 41° 23' 52" West a distance of 456.52 feet, Thence South 48° 36' 08" West a distance of 2.70 feet, Thence North 41° 16' 31" West a distance of 22.80 feet, Thence North 48° 36' 08" East a distance of 2.65 feet, Thence North 41° 23' 52" West a distance of 178.18 feet, Thence North 76° 16' 31" West a distance of 180.64 feet, Thence South 13° 34' 48" West a distance of 3.80 feet, Thence North 76° 25' 12" West a distance of 22.80 feet, Thence North 13° 34' 48" East a distance of 3.86 feet, Thence North 76° 16' 31" West a distance of 13.16 feet, Thence North 13° 33' 42" East a distance of 40.23 feet, Thence South 76° 25' 12" East a distance of 35.97 feet, Thence South 13° 34' 48" West a distance of 30.32 feet, Thence South 76° 16' 31" East a distance of 186.44 feet, Thence South 41° 18' 43" East a distance of 179.18 feet, Thence North 48° 43' 29" East a distance of 3.90 feet, Thence South 41° 18' 43" East a distance of 22.80 feet, Thence South 48° 41' 17" West a distance of 3.90 feet, Thence South 41° 18' 43" East a distance of 456.51 feet, Thence North 48° 41' 17" East a distance of 3.90 feet, Thence South 41° 18' 43" East a distance of 22.80 feet, Thence South 48° 41' 17" West a distance of 3.90 feet, Thence South 41° 18' 43" East a distance of 162.29 feet, Thence North 73° 28' 05" East a distance of 23.69 feet, Thence South 16° 31' 55" East a distance of 13.50 feet, Thence South 73° 28' 05" West a distance of 29.84 feet, Thence South 09° 58' 33" East a distance of 154.58 feet, Thence North 64° 33' 31" East a distance of 37.22 feet, Thence South 25° 43' 25" East a distance of 27.60 feet, Thence South 64° 16' 35" West a distance of 97.71 feet, Thence North 87° 39' 28" West a distance of 256.07 feet, Thence South 02° 20' 32" West a distance of 34.00 feet, Thence North 87° 39' 28" West a distance of 13.51 feet, Thence North 02° 25' 17" East a distance of 34.00 feet, Thence North 87° 39' 28" West a distance of 151.27 feet, Thence South 02° 19' 43" West a distance of 110.64 feet, Thence South 87° 38' 22" East a distance of 3.52 feet, Thence South 02° 21' 38" West a distance of 22.80 feet, Thence North 87° 38' 22" West a distance of 3.51 feet, Thence South 02° 19' 43" West a distance of 183.85 feet, Thence South 87° 38' 22" East a distance of 2.56 feet, Thence South 02° 21' 38" West a distance of 22.80 feet, Thence North 87° 38' 22" West a distance of 2.54 feet, Thence South 02° 19' 43" West a distance of 83.98 feet, Thence South 87° 39' 28" East a distance of 129.75 feet, Thence North 47° 20' 32" East a distance of 7.95 feet, Thence North 02° 20' 32" East a distance of 18.38 feet, Thence South 87° 39' 28" East a distance of 13.50 feet, Thence South 02° 20' 32" West a distance of 19.02 feet, Thence South 47° 20' 32" West a distance of 21.19 feet, Thence North 87° 39' 28" West a distance of 126.63 feet, Thence South 43° 44' 22" West a distance of 10.97 feet, Thence South 02° 19' 43" West a distance of 33.27 feet, Thence South 87° 39' 28" East a distance of 18.00 feet, Thence South 02° 20' 32" West a distance of 13.50 feet, Thence North 87° 39' 28" West a distance of 18.00 feet, Thence South 02° 19' 43" West a distance of 35.76 feet, Thence South 06° 30' 42" West a distance of 54.92 feet, Thence South 02° 21' 11" West a distance of 10.67 feet, Thence North 67° 10' 20" West a distance of 11.23 feet, Thence North 06° 30' 42" East a distance of 62.05 feet, Thence North 02° 19' 43" East a distance of 32.99 feet, Thence South 47° 20' 32" West a distance of 91.66 feet, Thence South 02° 20' 32" West a distance of 112.88 feet, Thence South 61° 24' 57" West a distance of 11.66 feet, Thence North 02° 20' 32" East a distance of 98.73 feet, Thence North 41° 22' 16" West a distance of 768.71 feet, Thence North 18° 15' 34" West a distance of 12.09 feet, Thence North 22° 55' 32" East a distance of 13.38 feet, Thence North 48° 41' 17" East a distance of 74.83 feet to said existing power easement, Thence South 18° 41' 17"



13955118 B: 11340 P: 5559 Page 8 of 10

West a distance of 20.00 feet, Thence South 48° 41' 17" West a distance of 55.22 feet, Thence South 22° 55' 32" West a distance of 7.33 feet, Thence South 18° 15' 34" East a distance of 6.29 feet, Thence South 41° 22' 16" East a distance of 295.47 feet, Thence South 86° 18' 43" East a distance of 10.11 feet, Thence North 48° 41' 17" East a distance of 65.69 feet, Thence North 38° 54' 47" West a distance of 36.64 feet, Thence North 51° 05' 13" East a distance of 10.00 feet, Thence South 38° 54' 47" East a distance of 36.22 feet, Thence North 48° 41' 17" East a distance of 349.27 feet, Thence North 03° 41' 17" East a distance of 15.23 feet, Thence South 41° 18' 43" East a distance of 20.77 feet, Thence South 48° 41' 17" West a distance of 128.35 feet, Thence South 41° 18' 43" East a distance of 25.59 feet, Thence South 48° 41' 17" West a distance of 13.50 feet, Thence North 41° 18' 43" West a distance of 25.59 feet, Thence South 48° 41' 17" West a distance of 217.71 feet, Thence South 41° 18' 43" East a distance of 25.27 feet, Thence South 48° 41' 17" West a distance of 13.49 feet, Thence North 41° 18' 43" West a distance of 25.27 feet, Thence South 48° 41' 17" West a distance of 62.91 feet, Thence South 03° 41' 17" West a distance of 9.77 feet, Thence South 41° 22' 16" East a distance of 207.55 feet, Thence North 48° 37' 44" East a distance of 8.43 feet, Thence South 41° 18' 43" East a distance of 43.83 feet, Thence South 48° 37' 44" West a distance of 8.39 feet, Thence South 41° 22' 16" East a distance of 185.29 feet, Thence North 02° 20' 32" East a distance of 9.81 feet, Thence North 47° 20' 32" East a distance of 45.91 feet, Thence North 02° 20' 32" East a distance of 128.43 feet, Thence North 87° 39' 28" West a distance of 4.52 feet, Thence North 02° 20' 32" East a distance of 27.63 feet, Thence South 87° 35' 08" East a distance of 18.91 feet, Thence South 02° 20' 32" West a distance of 10.78 feet, Thence South 04° 55' 51" West a distance of 10.01 feet, Thence South 02° 20' 32" West a distance of 47.80 feet, Thence North 87° 39' 28" West a distance of 3.93 feet, Thence South 02° 20' 32" West a distance of 77.46 feet, Thence North 47° 20' 32" East a distance of 45.74 feet, Thence North 02° 19' 43" East a distance of 92.91 feet, Thence North 87° 39' 28" West a distance of 28.39 feet, Thence North 04° 55' 51" East a distance of 10.01 feet, Thence South 87° 39' 28" East a distance of 27.93 feet, Thence North 02° 19' 43" East a distance of 34.35 feet, Thence North 87° 38' 22" West a distance of 5:24 feet, Thence North 02° 19' 25" East a distance of 22.80 feet, Thence South 87° 38' 22" East a distance of 5.25 feet, Thence North 02° 19' 43" East a distance of 183.85 feet, Thence North 87° 38' 22" West a distance of 4.28 feet, Thence North 02° 19' 25" East a distance of 22.80 feet, Thence South 87° 38' 22" East a distance of 4.28 feet, Thence North 02° 19' 43" East a distance of 139.03 feet, Thence North 87° 37' 16" West a distance of 26.47 feet, Thence North 41° 18' 43" West a distance of 302.82 feet, Thence North 48° 41' 17" East a distance of 10.00 feet to the point of beginning. Containing 56,398 Sq. Feet or 1.29 Acres.

13955118 B: 11340 P: 5560 Page 9 of 10



13955118 B: 11340 P: 5561 Page 10 of 10