

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



ENT 17226:2022 PG 1 of 9
ANDREA ALLEN
UTAH COUNTY RECORDER
2022 Feb 08 11:35 am FEE 40.00 BY TM
RECORDED FOR ROCKY MOUNTAIN POWER

Project Name: Pony Express Road Widening Project
Tract Number: NA
WO#: 8015109
RW#: NA

UNDERGROUND RIGHT OF WAY EASEMENT

MVR Management, LLC, a Utah limited liability company, whose address is 1754 E Cedar Trails Way, Eagle Mountain, Utah 84005 (“**Grantor**”), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby conveys and warrants to ROCKY MOUNTAIN POWER, an unincorporated division of PacifiCorp, its successors and assigns, whose address is 1407 West North Temple, Salt Lake City, Utah 84116 (“**Grantee**”), an easement and right-of-way over and across a certain area of real property owned by Grantor located in Utah County, State of Utah, as more particularly described in **Exhibit A** (“**Grantor’s Land**”), for the purposes and as more fully set forth herein.

1. Easement:

a. Grantor hereby grants to Grantee an easement for a right of way (the “**Easement**”), for the construction, reconstruction, operation, maintenance, repair, replacement, relocation, enlargement, alteration, 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 therefore; and pads, transformers, switches, cabinets, and vaults on, across, or under the surface of Grantor’s Land (“**Grantee Improvements**”), on, over, or under those portions of Grantor’s Land that are more particularly described in **Exhibit B** attached hereto (the “**Easement Area**”).

b. Grantor may use the Easement Area for any purpose that is not inconsistent with the purposes for which the Easement is granted, provided that Grantor expressly agrees that within the Easement Area, Grantor will not place or store any flammable materials (other than agricultural crops), or light any fires, on or within the boundaries of the Easement. 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.

c. Except as otherwise provided by applicable law (including but not limited to applicable Electric Service Regulations on file with the Public Service Commission of Utah) or Grantee’s policies and procedures, Grantee shall be responsible, at Grantee’s sole cost and expense, for the engineering, design, permitting, excavation, construction,

installation, and maintenance of any and all Grantee Improvements, as well as any proposed modification by Grantee to the Grantee Improvements.

2. Access. Grantee shall have a right of access along and within the described Easement Area, and the right of access to the Easement Area over and across Grantor's Land in such locations as may be reasonably necessary or convenient to carry out the purposes for which this is granted. Grantor may not install fencing within the Easement Area nor preclude access to the Easement Area in a manner that would preclude continuous longitudinal travel by person, vehicles, or equipment, except as otherwise agreed to in advance in writing by Grantee. The foregoing right of access shall run with and encumber Grantor's Land.

3. Encumbrances. Grantee shall have the present and (without payment therefor) the future right to keep the right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards that might endanger Grantee's facilities or impede Grantee's activities. Furthermore, Grantee shall, at their own expense, restore or repair any fence, grass, soil, shrubbery, bushes, flowers, other low-level vegetation, sprinkler system, irrigation system, gravel, flat concrete, or asphalt damaged or displaced from the exercise of the Easement rights granted herein, except to the extent such improvements are or were in violation of the provisions of this Easement.

4. Compliance with Laws. Grantee shall comply with all federal, state, and local laws related to the installation and maintenance of Grantee Improvements and the operation of power lines.

5. Limited Use. Nothing contained in this Easement shall create or shall be deemed to create any easements or use rights in the general public or any other public utility nor shall this Easement constitute a public dedication. The Easement granted herein shall be strictly limited to the transmission and distribution of electricity.

6. Termination. If Grantee elects to abandon the Easement for the transmission and distribution of electricity, Grantee shall execute and record a termination of the Easement with the Utah County Recorder's office and remove all Grantee Improvements at Grantee's own expense.

7. Litigation; Attorneys' Fees. If brought by either Party against the other Party, relating to or arising out of this Easement, or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. With regard only to any claims arising prior to termination of this Easement, the provisions of this Section 7 shall survive the termination of this Easement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.

8. Indemnification. Grantee shall protect, defend, indemnify and hold harmless Grantor from any and all claims, liabilities, damages, and expenses, including reasonable attorneys' fees, from any actual damage to persons or property or any violation of law arising from Grantee's use and operation of the Easement, the transmission of electrical power,

and entry upon the Easement Area to perform any work, maintenance, construction, and improvements in connection with the Easement. During the term of this Easement, Grantee shall protect, defend, indemnify and hold harmless Grantor from any and all claims, liabilities, damages and expenses, including reasonable attorneys' fees, from any actual damage to persons or property arising from (i) Grantee's failure to construct, maintain, operate, repair, use, and replace Grantee Improvements so that no Environmental Claim (as defined below) occurs or is threatened with regard to the Grantee and its use of the Easement, (ii) actions, activities, circumstances, conditions, events or incidents by Grantee relating to Hazardous Materials that form the basis of any Environmental Claim against Grantee or against any person or entity, including persons or entities whose liability for any such Environmental Claim Grantee has or may have retained or assumed either contractually or by operation of law; and (iii) Grantee shall promptly without notice or demand from Grantor take all steps and actions necessary or required to remediate and cure any such Environmental Claim.

a. Environmental Claim. The term "**Environmental Claim**" means any and all actions (including investigatory, remedial, or enforcement actions of any kind, administrative or judicial proceedings and orders or judgments arising out of or resulting therefrom), costs, claims, damages (including punitive damages), expenses (including attorneys', consultants' and experts' fees, court costs and amounts paid in settlement of any claims or actions), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief (whether or not based upon personal injury, property damage or contamination of, or adverse effects upon, the environment, water tables or natural resources), liabilities or losses arising from or relating to the presence or suspected presence of any Hazardous Materials in, on, under or about the Easement Area or properties adjacent thereto.

b. Hazardous Materials. The term "**Hazardous Materials**" shall mean any chemical, substance, waste or material that is deemed hazardous, toxic, a pollutant or a contaminant, under any federal, state or local statute, law, ordinance, rule, regulation or judicial or administrative order or decisions, now or hereafter in effect, or that has been shown to have significant adverse effects on human health or the environment. Hazardous Materials shall include substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; in the regulations adopted and publications promulgated pursuant to such laws; and in the Hazardous Materials storage, use or discharge laws, regulations and ordinances of the State of Utah, County of Utah or City of Eagle Mountain.

9. Limitations. The provisions of Sections 6, 7, and 8 shall run with the land, provided that the Easement Area is owned by a party that is not a customer being served by Grantee's Improvements. If the Easement Area is owned by a party that is being served by Grantee's Improvements then the provisions of Section 6, 7, and 8 shall be otherwise provided for by applicable law (including but not limited to applicable Electric Service Regulations on file with the Public Service Commission of Utah) or Grantee's policies and procedures

10. Completion of Grantee Improvements. After the installation and construction of Grantee's Improvements have been completed, Grantor and Grantee may reduce the overall size of the Easement to an area that is agreed upon by Grantee and Grantor which does not affect or hinder the operation of Grantee's Improvements, by recording an amendment to this Easement with the Utah County Recorder's Office.

11. Miscellaneous Provisions.

a. Authority. The individual(s) executing this document represents and warrants that he/she has the legal authority to convey the Easement described herein.

b. Amendments. This Easement may be amended only by recording, in the office of the county recorder, an instrument in writing reciting the terms of the amendment and bearing the signatures of all parties hereto, or their heirs, successors, and assigns.

c. No Waiver. The failure to enforce or perform any provision of this Easement shall not be deemed a waiver of any such right.

d. Successors and Assigns. All rights and obligations contained herein or implied by law are intended to be covenants running with the land and shall attach, bind and inure to the benefit of Grantor and Grantee and their respective heirs, successors, and assigns.

e. Jury Waiver. To the fullest extent permitted by law, Grantor and Grantee each 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. Grantor and Grantee further waive 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.

f. Limitation of Liability. Neither party hereto shall be liable for incidental, special, or consequential, indirect and punitive damages that may arise out of or relate to this Easement, including but not limited to loss of use, cost of money, loss of profits, loss of services of employees, loss of reputation and loss of financing.


g. Governing Law. This Easement is made and executed under and in all respects shall be governed and construed by the laws of the State of Utah. The venue for all actions, litigation, arbitration, mediation and all other proceedings to enforce, interpret or determine the rights or liabilities of the Parties under or in connection with this Easement shall be in the State of Utah, and the jurisdiction of all actions, litigation and all other proceedings to enforce, interpret or determine the rights or liabilities of the Parties under or in connection with this Easement shall be exclusively and irrevocably vested in the courts of the State of Utah, notwithstanding the state or states of incorporation of either Party (or the principals or managing entities of either Party), the principal place of business of either Party or the actual location of the execution of this Easement. The Parties expressly and irrevocably waive and release any objections to the venue of the State of Utah and jurisdiction of the courts therein for the determination of all actions and

proceedings pertaining to this Easement and consent to the exclusive venue of the State of Utah and jurisdiction of the courts therein.

[Signatures Included on the Following Page]


DATED this 4 day of February 2022.

GRANTOR:
MVR Management LLC,
a Utah limited liability company, its Manager

By: 
Name: Tiffany A. Walden
Title: Manager

State of Utah)
) ss.
County of Utah)

On this 4 day of February 2022 personally appeared before me, the undersigned Notary Public in and for the State of Utah, Tiffany A. Walden, known or identified to me to be the Manager of MVR Management LLC, that executed the foregoing instrument on behalf of said entity, and acknowledged to me that said entity executed the same.


Notary Public

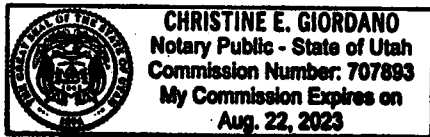


EXHIBIT A**Legal Description of Grantor's Land**

Utah County Parcel Tax Id Number: 59:044:0175

Legal Description: COM N 1282.82 FT & W 2234.22 FT FR SE COR. SEC. 12, T6S, R2W, SLB&M.; ALONG A CURVE TO L (CHORD BEARS: N 10 DEG 3' 13" E 527.74 FT, RADIUS = 1849.46 FT); ALONG A CURVE TO R (CHORD BEARS: N 47 DEG 55' 13" E 36.07 FT, RADIUS = 25 FT); ALONG A CURVE TO R (CHORD BEARS: S 85 DEG 52' 39" E 13.18 FT, RADIUS = 9943 FT); ALONG A CURVE TO R (CHORD BEARS: S 37 DEG 52' 7" E 102.49 FT, RADIUS = 68.99 FT); S 63 DEG 33' 53" E .51 FT; S 4 DEG 22' 36" W 73.22 FT; ALONG A CURVE TO R (CHORD BEARS: S 6 DEG 28' 8" W 28.11 FT, RADIUS = 385 FT); S 81 DEG 26' 20" E 49.55 FT; ALONG A CURVE TO L (CHORD BEARS: N 7 DEG 50' 29" E 10.93 FT, RADIUS = 435 FT); ALONG A CURVE TO R (CHORD BEARS: N 45 DEG 56' 31" E 12.54 FT, RADIUS = 10 FT); ALONG A CURVE TO R (CHORD BEARS: S 86 DEG 33' 34" E 113.61 FT, RADIUS = 375 FT); S 13 DEG 35' 39" W 282.61 FT; S 76 DEG 24' 21" E 298.55 FT; N 13 DEG 35' 39" E 184.24 FT; S 83 DEG 39' 22" E 120.83 FT; ALONG A CURVE TO L (CHORD BEARS: N 9 DEG 26' 44" E 106.7 FT, RADIUS = 793.9 FT); S 84 DEG 23' 15" E 48.81 FT; S 81 DEG 4' 58" E 38.03 FT; S 8 DEG 55' 50" W 178.4 FT; S 8 DEG 56' 1" W 88.17 FT; S 88 DEG 42' 42" W 809.24 FT TO BEG. AREA 4.056 AC.

EXHIBIT B**Easement Area Legal Description and Drawing**

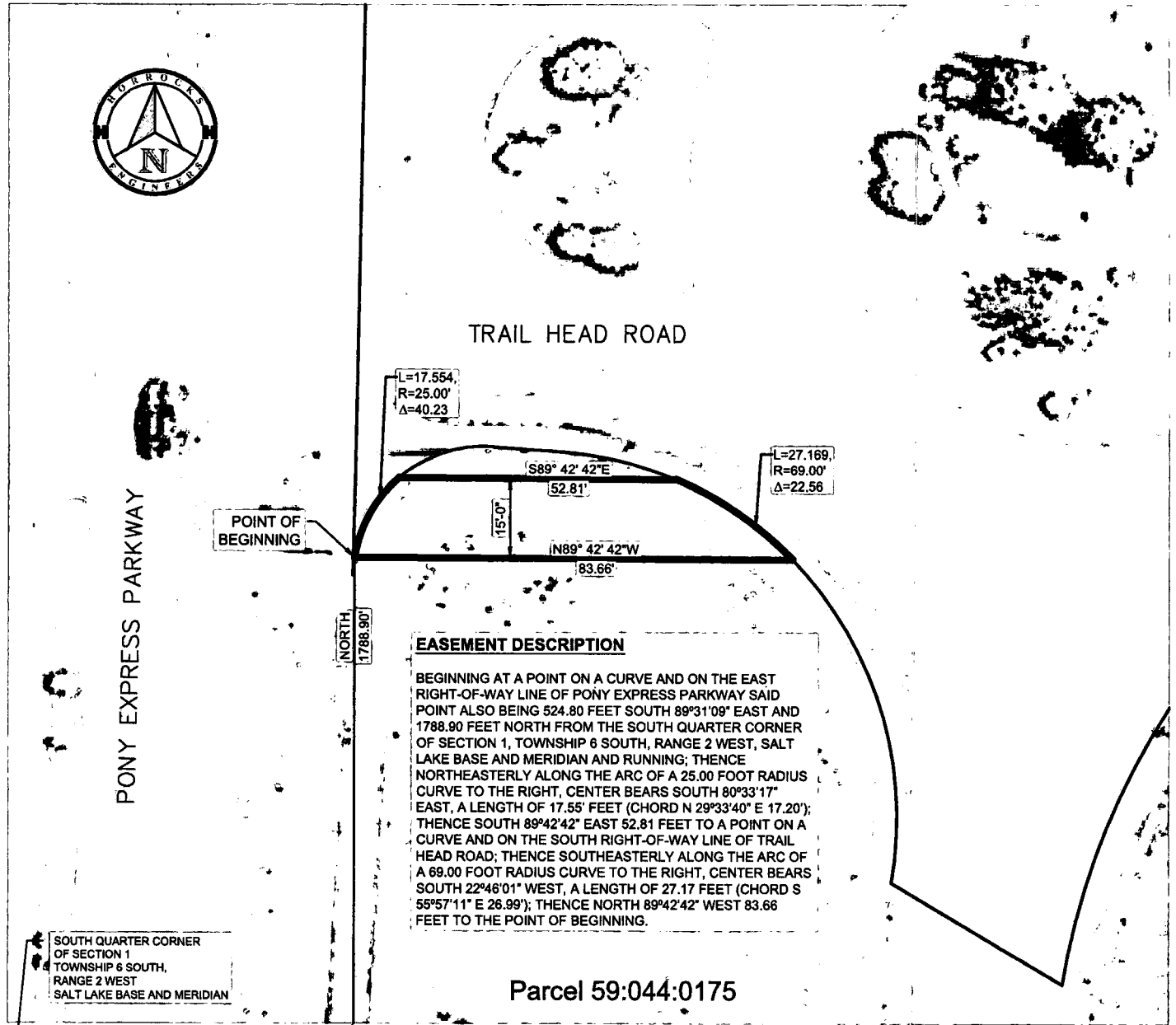
Utah County Parcel Tax Id Number: a portion of 59:044:0175

Legal Description: BEGINNING AT A POINT ON A CURVE AND ON THE EAST RIGHT-OF-WAY LINE OF PONY EXPRESS PARKWAY SAID POINT ALSO BEING 524.80 FEET SOUTH 89°31'09" EAST AND 1788.90 FEET NORTH FROM THE SOUTH QUARTER CORNER OF SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AND RUNNING; THENCE NORTHEASTERLY ALONG THE ARCH OF A 25.00 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS SOUTH 80°33'17" EAST, A LENGTH OF 17.55 FEET (CHORD N 29°33'40" E 17.20'); THENCE SOUTH 89°42'42" EAST 52.81 FEET TO A POINT ON A CURVE AND ON THE SOUTH RIGHT-OF-WAY LINE OF TRAIL HEAD ROAD; THENCE SOUTHEASTERLY ALONG THE ARC OF A 69.00 FOOT RADIUS CURVE TO THE RIGHT, CENTER BEARS SOUTH 22°46'01" WEST, A LENGTH OF 27.17 FEET (CHORD S 55°57'11" E 26.99'); THENCE NORTH 89°42'42" WEST 83.66 FEET TO THE POINT OF BEGINNING.

Property Description

Section:1 Township: 6S Range: 2W
 Salt Lake Meridian
 County: Utah State: Utah
 Parcel Number: 59:044:0175

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CC#: WO#:
 Landowner Name: MVR Management, LC
 Drawn by: HORROCKS ENGINEERS

EXHIBIT B

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.



SCALE: 1" = 30'