

REV052314

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



ENT 83290:2018 PG 1 of 7  
JEFFERY SMITH  
UTAH COUNTY RECORDER  
2018 Aug 31 10:07 am FEE 22.00 BY SS  
RECORDED FOR ROCKY MOUNTAIN POWER

Project Name: Aston North Residential  
WO#: 6464580  
RW#:

### UNDERGROUND RIGHT OF WAY EASEMENT

For value received, WOODTUSK II L.L.C., a Utah limited liability company ("**Grantor**"), hereby grants to PACIFICORP, an Oregon Corporation, d/b/a ROCKY MOUNTAIN POWER, its successors and assigns ("**Grantee**"), a nonexclusive easement for a right of way, 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, pads, transformers, switches, cabinets, and vaults (the "**Facilities**") on, across, or under the surface of the real property of Grantor in Utah County, State of Utah, more particularly described and shown on **Exhibit "A"** and **Exhibit "B"** attached hereto and by this reference made a part hereof (the "**Easement Area**").

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 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.

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, licenses, 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, licenses, 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 date 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.

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.

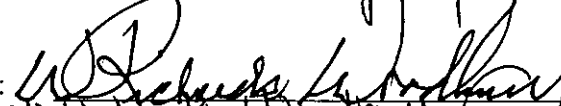
*(Signatures on following page)*

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

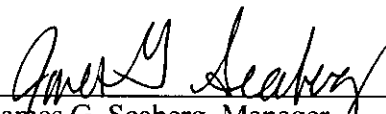
Grantor: **WOODTUSK II L.L.C., a Utah limited liability company**

By: **WOODBURY MANAGEMENT COMPANY, L.C., a Utah limited liability company, Its Manager**

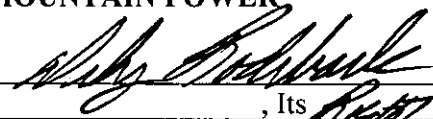
By:   
D. Randall Woodbury, Its Manager

By:   
W. Richards Woodbury, Its Manager

By: **ICO FAMILY HOLDINGS, LLC, a Utah limited liability company, Its Manager**

By:   
James G. Seaberg, Manager

Grantee: **PACIFICORP, an Oregon Corporation, d/b/a ROCKY MOUNTAIN POWER**

By:   
\_\_\_\_\_, Its **AGENT OF WAY AGENT**

ACKNOWLEDGMENTS OF GRANTOR

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

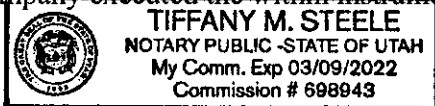
On the 16<sup>th</sup> day of August 2018, before me personally appeared D. Randall Woodbury, to me personally known to be a Manager of WOODBURY MANAGEMENT COMPANY, L.C., a Utah limited liability company, known to be a Manager of WOODTUSK II L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of such company therein named, and acknowledged to me that such company executed the within instrument pursuant to its governing documents.



[Signature]  
Notary Public

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

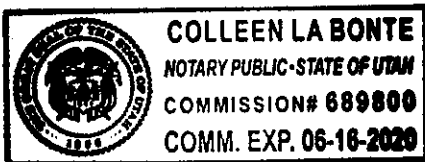
On the 16<sup>th</sup> day of August 2018, before me personally appeared W. Richards Woodbury, to me personally known to be a Manager of WOODBURY MANAGEMENT COMPANY, L.C., a Utah limited liability company, known to be a Manager of WOODTUSK II L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of such company therein named, and acknowledged to me that such company executed the within instrument pursuant to its governing documents.



[Signature]  
Notary Public

STATE OF UTAH )  
 : ss.  
COUNTY OF Utah )

On the 15<sup>th</sup> day of August 2018, before me personally appeared JAMES G. SEABERG, to me personally known to be a Manager of ICO FAMILY HOLDINGS, LLC, a Utah limited liability company, known to be a Manager of WOODTUSK II 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 such company therein named, and acknowledged to me that such company executed the within instrument pursuant to its governing documents.



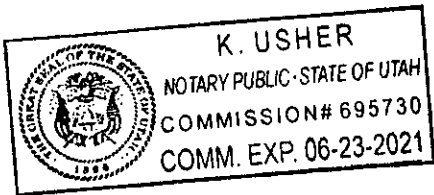
[Signature]  
Notary Public

[Handwritten mark]

ACKNOWLEDGMENT OF GRANTEE

STATE OF UTAH )  
COUNTY OF Utah ) : ss.

On the 31st day of August 2018, before me personally appeared DeAnn C. Rodeback, to me personally known to be the Right-of-way-agent of PACIFICORP, an Oregon Corporation, 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 such company therein named.



[Signature]  
Notary Public

[Handwritten initials]

**EXHIBIT "A"**  
**Legal Description of the Easement Area**

July 30, 2018  
 K. Engstrom

**LEGAL DESCRIPTION**  
**ROCKY MOUNTAIN POWER EASEMENT**  
**THE ASTON NORTH**

*This legal description describes a portion of land with Tax ID Nos. 18:056:0028, 18:056:0099 and 57:078:0018 situate in the Southeast Quarter (SE 1/4) of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian and described as follows:*

**Beginning** at a point being North 89°10'43" West along the north line of the Southeast Quarter of said Section 23 637.58 feet and South 318.25 feet from the east 1/4 corner of said Section 23 at a point on the westerly property line of Lot 18A of the University Place Subdivision Aston North Lots 17A and 18A, according to the official plat thereof, as recorded in the Office of the Utah County Recorder; thence departing said westerly property line North 83°46'12" East 139.38 feet; thence South 25.48 feet; thence East 109.96 feet; thence South 44°58'31" East 50.77 feet; thence South 275.19 feet; thence West 29.85 feet; thence North 16.31 feet; thence West 212.57 feet; thence South 44.54 feet; thence West 10.00 feet; thence North 54.54 feet; thence East 242.42 feet; thence North 244.73 feet; thence West 19.70 feet; thence North 19.72 feet; thence North 44°58'31" West 14.61 feet; thence West 115.81 feet; thence North 24.33 feet; thence South 83°46'12" West 128.89 feet; thence North 02°24'56" West 10.02 feet to the **Point of Beginning**.

*The above-described portion contains 9,304 square feet or 0.214 acres.*

**BASIS OF BEARING**

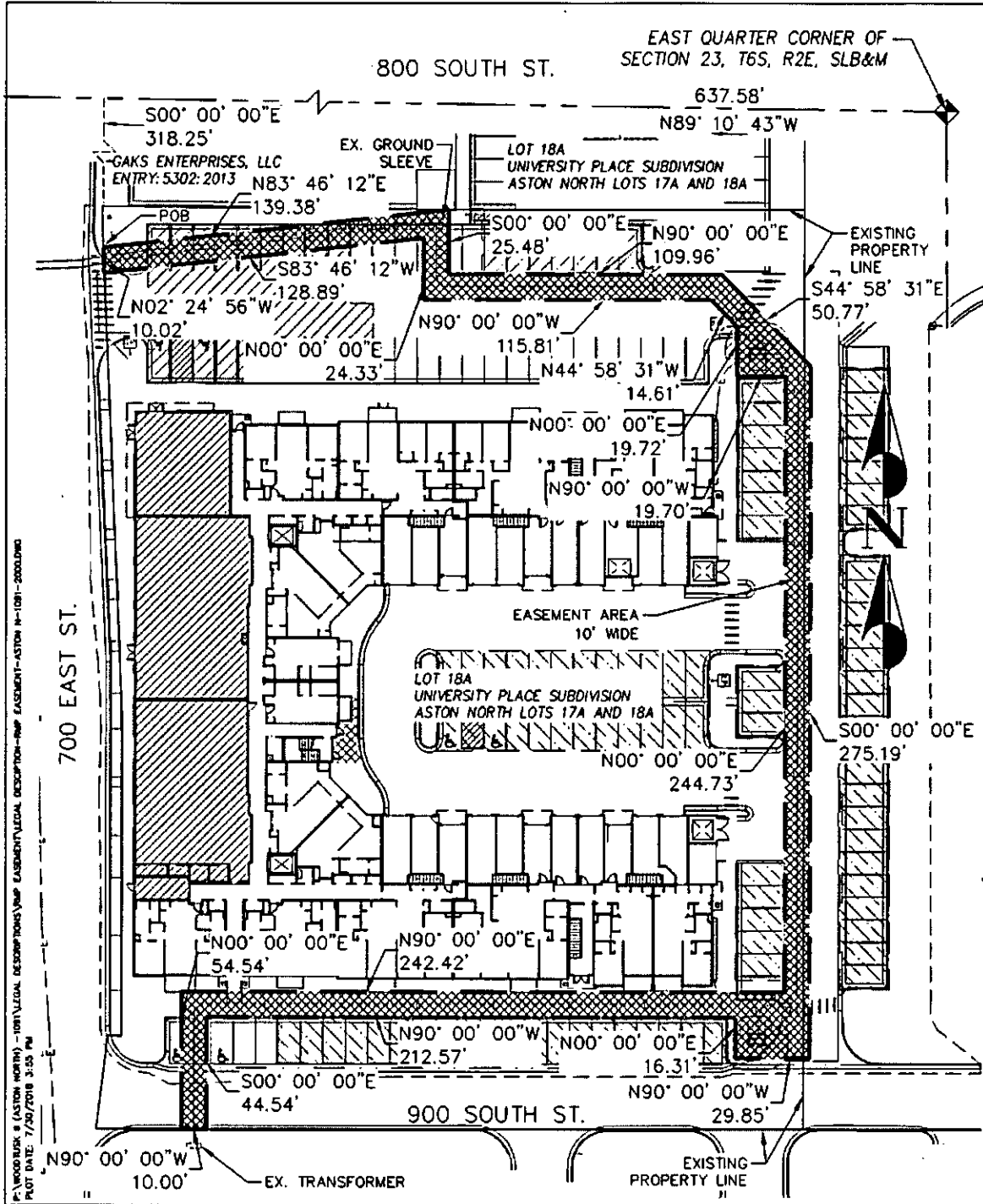
North 89°10'43" West, being the bearing of the north line of the Southeast Quarter (SE 1/4) of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian.

*End of description.*

Ken Engstrom, P.E.  
 Professional Engineer  
 Utah License No. 260810-2203

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 W

**EXHIBIT "B"**  
**Depiction of the Easement Area**



DRAWN BY: KEN DINGSTROM  
 DATE: 07/20/2018  
 SCALE: 1"=50' (AS SHOWN)  
 ENTRY NO: 1091-2000  
 SHEET: 1 OF 1

**RMP ELECTRICAL EASEMENT**  
 THE ASTON-NORTH  
 AT UNIVERSITY PLACE  
 OREM, UT

**WOODBURY CORPORATION**

2225 EAST PARKWAY EAST, SUITE 200  
 SALT LAKE CITY, UTAH 84143  
 (801) 485-7770