

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

13964825 B: 11345 P: 8312 Total Pages: 5  
06/06/2022 01:10 PM By: zjorgensen 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 84116

Project Name: Zone 3 Secondary Water Booster Pump Station & Culinary Booster Pump Station  
Upgrades

WO#: 6910498 & 8087036

RW#:

### UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **DHIC – Little Valley, LLC**, a Delaware limited liability company ("**Grantor**"), hereby grants **Rocky Mountain Power**, an unincorporated division of PacifiCorp its successors and assigns, ("**Grantee**"), a nonexclusive easement for a right of way 10 feet in width and 121 feet in length, more or less, 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 (collectively the "**Facilities**") under the surface of a portion of the real property of Grantor located in Salt Lake County, State of Utah more particularly described as follows and as more particularly described and/or shown on Exhibit(s) A attached hereto and by this reference made a part hereof ("**Easement Area**"):

Legal Description: A PART OF THE SOUTHWEST QUARTER OF SECTION 32,  
TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE  
BASE AND MERIDIAN, MAGNA METRO TOWNSHIP, SALT LAKE  
COUNTY, UTAH:

BEGINNING AT A POINT 848.40 FEET NORTH 00°23'55" EAST  
AND 907.81 FEET NORTH 89°44'10" WEST FROM  
THE SOUTH QUARTER CORNER OF SAID SECTION 32; AND  
RUNNING THENCE SOUTH 00°23'18" WEST 25.43  
FEET; THENCE SOUTH 89°17'32" EAST 12.09 FEET; THENCE  
SOUTH 00°42'40" WEST 10.00 FEET; THENCE  
NORTH 89°17'32" WEST 22.03 FEET; THENCE NORTH 00°23'18"  
EAST 25.35 FEET; THENCE NORTH 89°44'10"  
WEST 73.52 FEET TO THE BEGINNING OF A NON-TANGENT  
CURVE; THENCE NORTHWESTERLY ALONG THE

ARC OF A 185.00 FOOT RADIUS CURVE TO THE LEFT A  
DISTANCE OF 10.11 FEET (CENTRAL ANGLE EQUALS  
3°07'56" AND LONG CHORD BEARS NORTH 08°17'10" WEST 10.11  
FEET) TO A POINT OF NON-TANGENCY;  
THENCE SOUTH 89°44'10" EAST 85.05 FEET TO THE POINT OF  
BEGINNING.

CONTAINS 1,217 SQ. FT. OR 0.03 ACRES +/-

Assessor Parcel No. 14323760070000

Together with the right of access to the Easement Area over roads and parking areas of Grantor's property adjacent to the Easement Area as reasonably necessary in connection with the purposes for which this easement has been granted; and together with, except as otherwise provided in this agreement, the present and (without payment therefor) the future right to keep the Easement Area clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's Facilities or impede Grantee's construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of the Facilities.

Grantor shall have the right (i) to use the surface of the Easement Area for agricultural crops, (ii) to grade the surface of the Easement Area, (iii) to construct and install pavement, signage and landscaping within the Easement Area, and (iv) to otherwise use the surface of the Easement Area for any other purposes not inconsistent with the easement granted hereunder. At no time shall Grantor light any fires, on or within the boundaries of the Easement Area.

Grantee will exercise reasonable care to avoid any damage to the Easement Area or any surrounding portion of Grantor's property. Following Grantee's construction, reconstruction, operation, maintenance, repair, replacement, enlargement, or removal of the Facilities within the Easement Area, Grantee will restore the Easement Area, and any surrounding portion of Grantor's property that is affected by such activities, to its previous condition.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns. The rights granted in this agreement are subject to all matters of record.

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.

[Signatures Appear on the Following Page]

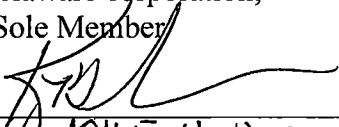
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Dated this 4<sup>TH</sup> day of APRIL, 2022.

**GRANTOR:**

DHIC – Little Valley, LLC,  
a Delaware limited liability company

By: DHI Communities, Inc.,  
a Delaware corporation,  
its Sole Member

By:   
Name: KYLE HENDERSON  
Title: VICE PRESIDENT

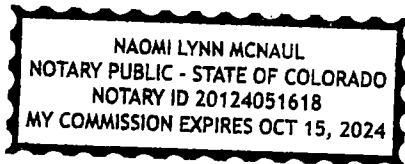
**Acknowledgment by a Corporation, LLC, or Partnership:**

STATE OF Colorado )  
 ) ss.  
County of Douglas )

On this 4<sup>th</sup> day of April, 2022, before me, the undersigned Notary Public in and for said State, personally appeared Kyle Henderson (name), known or identified to me to be the \_\_\_\_\_ (president / vice-president / secretary / assistant secretary) of the corporation, or the (manager / member) of the limited liability company, or a partner of the partnership that executed the instrument or the person who executed the instrument on behalf of DHIC-Little Valley, LLC (entity name), and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Naomilyn McNaul  
\_\_\_\_\_  
(notary signature)

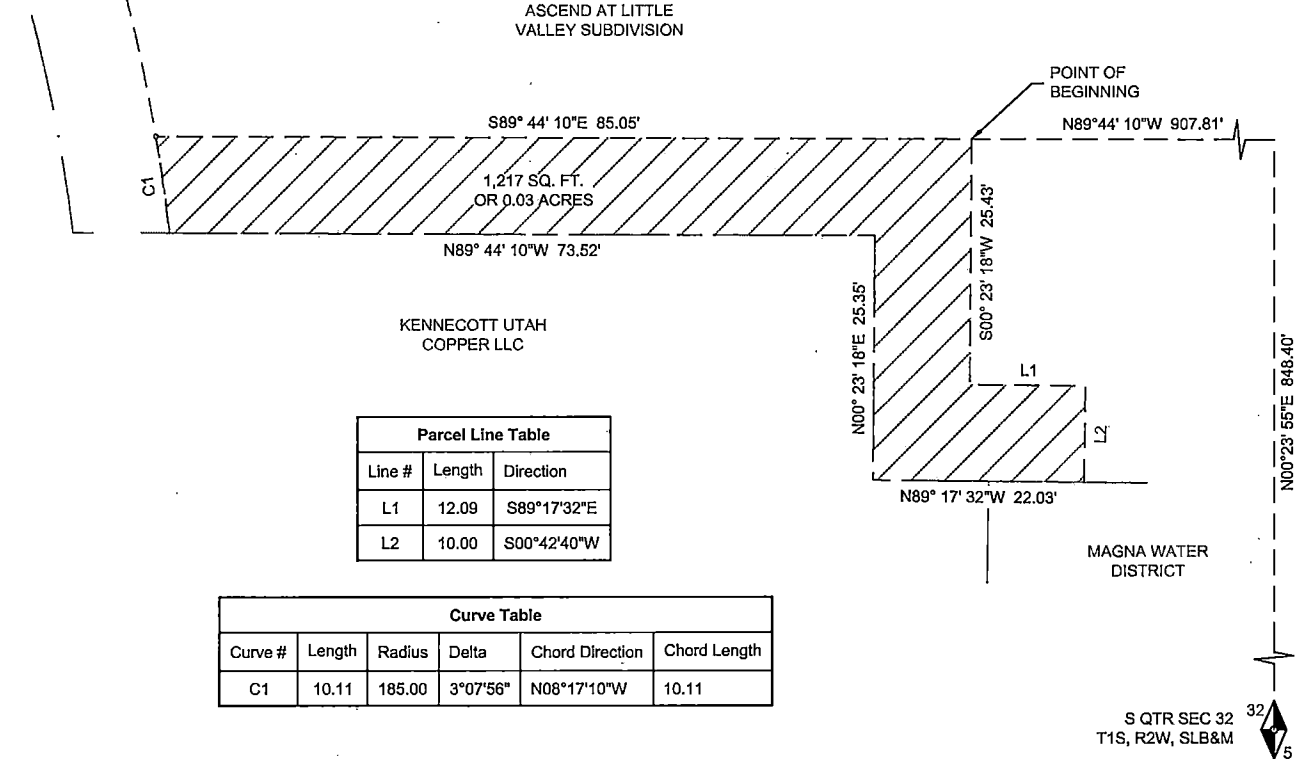


NOTARY PUBLIC FOR Colorado (state)  
Residing at: Castle Pines, CO (city, state)  
My Commission Expires: 10, 15, 2024 (d/m/y)

# ROCKY MOUNTAIN POWER EASEMENT

LOCATED IN THE:  
 SW1/4 SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST,  
 SALT LAKE BASE AND MERIDIAN  
 MAGNA METRO TOWNSHIP, SALT LAKE COUNTY, UTAH

EXHIBIT "A"



Parcel Line Table		
Line #	Length	Direction
L1	12.09	S89°17'32"E
L2	10.00	S00°42'40"W

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	10.11	185.00	3°07'56"	N08°17'10"W	10.11

## ROCKY MOUNTAIN POWER EASEMENT

A PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, MAGNA METRO TOWNSHIP, SALT LAKE COUNTY, UTAH:

BEGINNING AT A POINT 848.40 FEET NORTH 00°23'55" EAST AND 907.81 FEET NORTH 89°44'10" WEST FROM THE SOUTH QUARTER CORNER OF SAID SECTION 32; AND RUNNING THENCE SOUTH 00°23'18" WEST 25.43 FEET; THENCE SOUTH 89°17'32" EAST 12.09 FEET; THENCE SOUTH 00°42'40" WEST 10.00 FEET; THENCE NORTH 89°17'32" WEST 22.03 FEET; THENCE NORTH 00°23'18" EAST 25.35 FEET; THENCE NORTH 89°44'10" WEST 73.52 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF A 185.00 FOOT RADIUS CURVE TO THE LEFT A DISTANCE OF 10.11 FEET (CENTRAL ANGLE EQUALS 3°07'56" AND LONG CHORD BEARS NORTH 08°17'10" WEST 10.11 FEET) TO A POINT OF NON-TANGENCY; THENCE SOUTH 89°44'10" EAST 85.05 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,217 SQ. FT. OR 0.03 ACRES +/-

LEGEND	
SECTION CORNER (FOUND)	
SECTION CORNER (CALCULATED)	
SECTION LINE	
EASEMENT LINE	
LOT LINE	
SET MONUMENT	
FOUND MONUMENT	

N:\PROJECTS\MAGNA20-NM-317\_ZONE 3 SEC BOOSTER STATIONS\survey\DWG\Exhibit\EASEMENT EXHIBIT 20211214.DWG

3341 South 4000 West  
 West Valley, Utah 84120  
 (801) 955-5605  
 50 East 100 South  
 Heber City, Utah 84032  
 (435) 954-6500

1418 2nd Ave. West, Ste. #3  
 Westport, ND 58581  
 (701) 144-3209  
 49 Central Ave. South  
 Kidder City, ND 58640  
 (701) 764-7131

PROJECT NAME: \_\_\_\_\_  
**ROCKY MOUNTAIN POWER EASEMENT**

SCALES  
 HORIZ: 1" = 20'

PROJECT LOCATION:  
**MAGNA METRO TOWNSHIP, SALT LAKE COUNTY, UTAH**

DRAWN: JF	PROJECT #
DESIGNER: JF	MAGNA WATER.1
REVIEWED: TG	SHEET:
DATE: 12/16/2021	1 of 1