

REV05042015

Return to:

Rocky Mountain Power
Lisa Louder/*Brian Young*
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

13999241 B: 11363 P: 7577 Total Pages: 9
08/11/2022 03:24 PM By: dhummel 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:

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

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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.

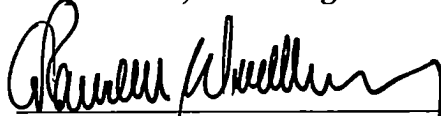
Dated this 16 day of August, 2022.

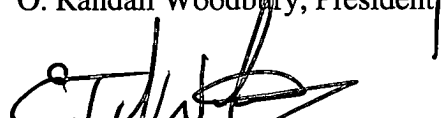
GRANTOR:

KMW:

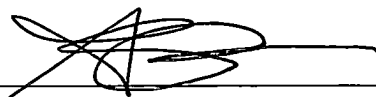
**KMW DEVELOPMENT L.L.C.,
a Utah limited liability company**

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

By: 
O. Randall Woodbury, President


By: 
E. Taylor Woodbury, COO

**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

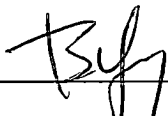
HOLLADAY HILLS 38:

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

By: 
Its: Todd Demarets, Manager

GRANTEE:

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

By: 
Its: Sr. Property Agent

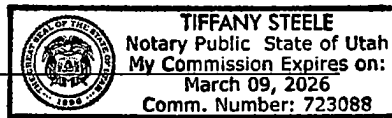


ACKNOWLEDGMENTS

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

On the 19th day of April, 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.

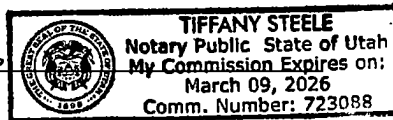
Tiffany Steele
Notary Public



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

On the 19th day of April, 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.

Tiffany Steele
Notary Public



[Acknowledgements Continued on Following Page]

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

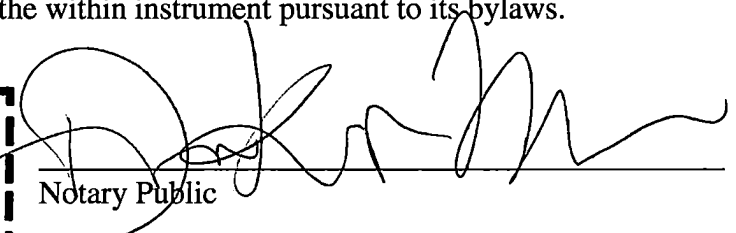
On the 19 day of April, 2022, before me personally appeared STEVEN PETERSON, to me personally known, who being by me duly sworn did say that he is the Manager of MILLROCK CAPITAL II, LLC, a Utah limited liability company, known to be the Manager of KMW DEVELOPMENT L.L.C., a Utah limited liability company, 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.



Notary Public

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

On the 19 day of April, 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.



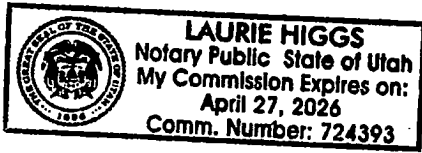
Notary Public

[Acknowledgements Continued on Following Page]



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

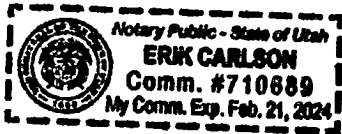
On the 8th day of August 2022, before me personally appeared [Todd Demarets], to me personally known to be the Manager of HOLLADAY HILLS 38 L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf 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 10th day of August 2022, before me personally appeared Brian Young, to me personally known to be the Sr. Property Agent 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.



[Signature]
Notary Public

[Handwritten mark]

EXHIBIT "A"

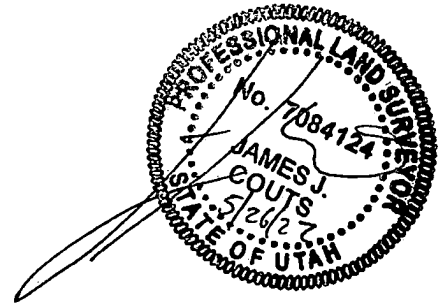
OVERHEAD ELECTRIC POWER LINE EASEMENT

DESCRIPTION:

A strip of land across the parcels of land known by Assessor Parcel Numbers 22-10-151-007, 22-10-151-008, 22-10-151-009, 22-10-151-012, and 22-10-151-013 (which upon recordation of the Holladay Hills Subdivision Plat will be a strip of land across Common Area Lots A & B, as well as residential Lots 1, 2, 3, 4, 5 & 6, and the area to be known as Block H Lot 1); herein after known as the grantor's land, located in the East Half of Section 9, the West Half of Section 10, Township 2 South, Range 1 East, Salt Lake Meridian, located in the City of Holladay, County of Salt Lake, State of Utah, and lying 28.5 feet on each side of the following described line:

COMMENCING at the Northwest Corner of said Section 10; thence South 00°30'07" West to the West Quarter Corner of said Section 10; thence North 83°30'32" West 31.93 feet to the intersection of an overhead electric power line and the northerly right-of-way line of East Arbor Lane, said intersection being the **POINT OF BEGINNING**; thence along said overhead electric power line the following seven (7) courses:

South 84°51'21" East 203.01 feet; thence
North 75°00'53" East 181.26 feet; thence
North 43°45'05" East 271.27 feet; thence
North 21°16'08" East 125.10 feet; thence
North 11°00'18" West 139.34 feet; thence
North 26°42'37" West 315.94 feet; thence
North 15°59'31" West 160.40 feet to the **POINT OF TERMINUS**.



The sidelines of said strip to be lengthened or shortened to begin on said northerly right-of-way line of East Arbor Lane as shown hereon and terminate on the northerly line of said Grantor's Land.

LESS AND EXCEPTING those portions lying within a public road right-of-way.

CONTAINING: 1.23 acres, more or less.

Bearings are UTM North Zone, NAD 83, USSF. Distances are grid.

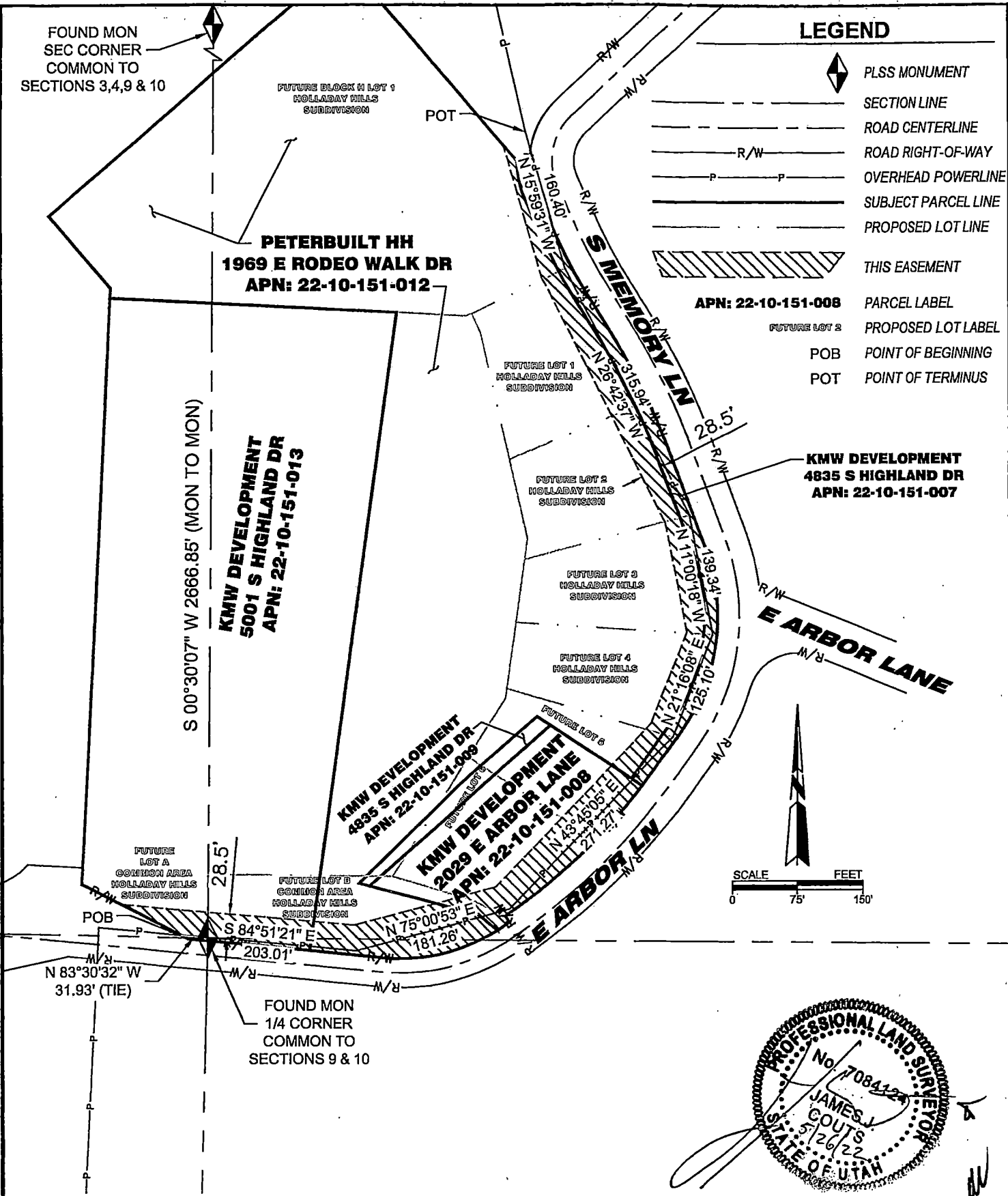
REV: 0 DATE: 5/26/2022 DESC: RMP-304 Holladay Hills BY AGD CHK GH APP JJC

EC ELECTRICAL CONSULTANTS, INC.
SALT LAKE CITY, UTAH
1410 South 600 West Woods Cross, UT 84087 (801) 292-9954

EXHIBIT "A"
OVERHEAD ELECTRIC POWER LINE EASEMENT
ACROSS HOLLADAY HILLS SUBDIVISION
LOCATED IN THE EAST HALF SEC 9 AND THE WEST HALF SEC 10
TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN,
HOLLADAY CITY, SALT LAKE COUNTY, UTAH

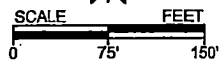


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LEGEND

- PLSS MONUMENT
- SECTION LINE
- ROAD CENTERLINE
- ROAD RIGHT-OF-WAY
- OVERHEAD POWERLINE
- SUBJECT PARCEL LINE
- PROPOSED LOT LINE
- THIS EASEMENT
- APN: 22-10-151-008** PARCEL LABEL
- FUTURE LOT 2** PROPOSED LOT LABEL
- POB** POINT OF BEGINNING
- POT** POINT OF TERMINUS



Bearings are UTM North Zone, NAD 83, USSF. Distances are grid.

| | | | | | |
|--------|-----------------|------------------------------|--------|--------|---------|
| REV: 0 | DATE: 5/26/2022 | DESC: RMP-304 Holladay Hills | BY AGD | CHK GH | APP JJC |
|--------|-----------------|------------------------------|--------|--------|---------|

ECI ELECTRICAL CONSULTANTS, INC.
SALT LAKE CITY, UTAH
1410 South 600 West Woods Cross, UT 84087 (801) 292-9954

EXHIBIT "A"
OVERHEAD ELECTRIC POWER LINE EASEMENT
ACROSS HOLLADAY HILLS SUBDIVISION
LOCATED IN THE EAST HALF SEC 9 AND THE WEST HALF SEC 10
TOWNSHIP 2 SOUTH, RANGE 1 EAST, SALT LAKE MERIDIAN,
HOLLADAY CITY, SALT LAKE COUNTY, UTAH

PACIFICORP
A BERKSHIRE HATHAWAY ENERGY COMPANY

PAGE 2 OF 2 SCALE: 1" = 150'