

REV05042015

Return to:

Rocky Mountain Power

Lisa Louder/Isaac Pantke/Brian Bridge

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

Project Name: COH12: NEW SUBSTATION TAKEOUT 12.5KV

WO#: 8153687

RW#: 2023LBB025

### UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **OQUIRRH III, INC.** ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, ("Grantee"), a nonexclusive easement for a right of way ("Easement") 15 feet in width and 687 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, "Grantee Facilities") on, across, or under the surface of the real property of Grantor 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 (the "Easement Area"):

#### Legal Description:

A fifteen foot (15') wide easement reserved in favor of Rocky Mountain Power located in the Northeast Quarter of Section 3, Township 3 South, Range 2 West, Salt Lake Base & Meridian, located in West Jordan City, Salt Lake County, Utah, being more particularly described as follows:

Beginning at a point located S89°51'20"W 2578.42 feet along the Section line and S0°08'40"W 365.21 feet from the North Quarter Corner of Section 3, Township 3 South, Range 2 West, Salt Lake Base & Meridian; thence S08°02'55"W 688.01 feet; thence N81°57'05"W 15.00 feet to the easterly Right-of-way of Bacchus Highway; thence along said Right-of-way N08°02'55"E 685.93 feet; thence S89°51'40"E 15.14 feet to the point of beginning.

Contains: 10,304.58 square feet

Assessor Parcel No.

26-03-100-007

5.11

To the extent it is not possible for Grantee to access the Easement Area by way of 8600 South, 100 West or other available public roads adjacent to or near the Easement Area, or it is not

possible for Grantee to carry out the primary purposes of the Easement without obtaining access through Grantor's property commonly referred to as Assessor Parcel No. 26032000050000 ("Grantor Property"), Grantor also grants to Grantee reasonable rights to access the Easement Area from those portions of Grantor's Property that are immediately adjacent to the Easement Area. Grantee shall have the future right to keep the Easement Area, at Grantee's sole cost and expense, clear of all brush, trees, timber, landscaping, and other hazards which endanger Grantee's Facilities, or which materially and adversely impede the primary purposes of the Easement. Except to the extent that certain components of Grantee's Facilities must be located above ground for any of Grantee's Facilities to function properly, all of Grantee's Facilities shall be located underground, entirely within the Easement Area, and buried with sufficient and compacted ground cover.

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.

Within a reasonable time following any installation, construction, reconstruction, maintenance, repairs, replacement, enlargement, or removal necessary or desirable for the operation and maintenance of Grantee's Facilities requiring disturbance of or damage to the Easement Area, Grantee shall repair and restore the Easement Area (and to the extent affected, other portions of the Grantor's Property) to a condition substantially similar to the condition immediately prior to such disturbance or damage, at the sole cost and expense of Grantee. Except as permitted in this agreement, Grantee shall not disturb, damage, or disrupt any existing or future improvements, structures, or portions of Grantor's Property or materially and adversely affect any activities occurring on Grantor's Property.

Grantor may use the Easement Area and all other portions of Grantor's Property for any and all lawful purposes and Grantor reserves and retains the right to grant any other easements, rights-of-way, and other use rights to other persons, third-parties, or entities to use their respective portions of the Easement Area for any and all lawful purposes; provided, however, that such uses and grants shall not materially adversely interfere with Grantee's use of and rights to the Easement, the Easement Area, and Grantee's Facilities, as provided for in this agreement.

G.1

Nothing contained in this agreement shall be deemed to be a gift or dedication to or for the general public or for any public purposes whatsoever, it being the intention of Grantor and Grantee that this agreement be strictly limited to and for the purposes expressed in this agreement.

In the event it becomes necessary for Grantor or Grantee to employ an attorney in order to enforce their respective rights under this agreement, either with or without litigation, the defaulting party of such controversy shall pay to the successful party reasonable attorneys' fees and such other costs and expenses as are incurred by the non-defaulting party in enforcing their rights under this agreement.

H.1. Grantee agrees to indemnify, defend, and hold Grantor and its affiliates, parents, subsidiaries, officers, directors, managers, members, agents, and employees (the "Grantor

Parties”) harmless from and against any and all claims, actions, liabilities, costs, or damages (including those asserted by third-parties), for injuries to person or property, including, without limitation, any portions of the Grantor’s Property, arising from or caused by Grantee’s negligent use of the Easement, the Easement Area, or any other rights provided for in this agreement and any and all claims, actions, liabilities, costs, or damages resulting from a breach by Grantee of any representations, warranties, and covenants contained in this agreement. The terms of this indemnity paragraph shall survive the termination of this agreement.

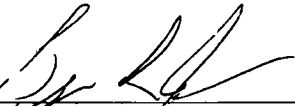
All notices, requests, demands, and other communications under this agreement shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to Grantor and Grantee, as applicable, at the addresses listed above, or at such other addresses as Grantor or Grantee may designate by written notice in the above manner. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery.

The rights and obligations of Grantor and Grantee under this agreement shall be binding upon and shall benefit their respective heirs, successors, and assigns. No change in, addition to, or waiver of any of the provisions of this agreement shall be binding upon Grantor or Grantee unless in writing signed by an authorized representative of Grantor and Grantee. No waiver by Grantor or Grantee of any default or breach of any of the provisions of this agreement shall be construed as a waiver of any subsequent default or breach, whether of the same or of a different provision in this agreement. Grantor and Grantee do not by this agreement, in any way or for any purpose, become partners or joint venturers with each other in the conduct of their respective businesses or otherwise. Nothing in this agreement is intended to create an enforceable right, claim, cause of action, or beneficial interest upon or in favor of any third-party who is not a party to this agreement. This agreement shall be construed in accordance with and governed by the laws in the State of Utah. This agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. To the fullest extent permitted by law, Grantor and Grantee waive any right they may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. 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.

IN WITNESS WHEREOF, Grantor and Grantee have caused their duly authorized representatives to execute and deliver this agreement this 22nd day of June, 2023.

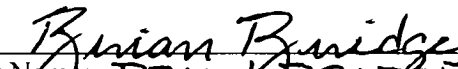
**GRANTOR:**

**OQUIRRH III, INC.**

By:   
Print Name: BRYAN L SONES  
Title: REGAGENT

**GRANTEE:**

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

By:   
Print Name: BRIAN BRIDGE  
Title: SR. T2/10 AGENT

ACKNOWLEDGEMENT BY GRANTOR:

STATE OF Oregon )  
COUNTY OF Umatilla ) ss. )

On this 22nd day of June, 2023, before me Bryan Jones, a notary public, personally appeared Bryan Jones, proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to in this agreement, that he/she/they is a President of Oguttera, Inc., by him/her in behalf of said limited liability company and said person acknowledged to me that said limited liability company executed the same.

Witness my hand and official seal.



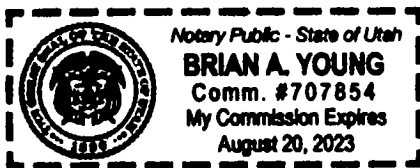
Khami Kelly  
NOTARY PUBLIC, residing in Oregon

ACKNOWLEDGMENT BY GRANTEE:

STATE OF Utah )  
COUNTY OF Umatilla ) ss. )  
Salt Lake

On this 22nd day of June, 2023, before me, the undersigned Notary Public in and for said State, personally appeared Brian Bridge, known or identified to me to be the Sr. Property Agent, of Pacificorp, an Oregon corporation, d/b/a Rocky Mountain Power, that executed the instrument or the person who executed the instrument on behalf of said entity, 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.



Brian  
NOTARY PUBLIC, residing in Salt Lake City, UT

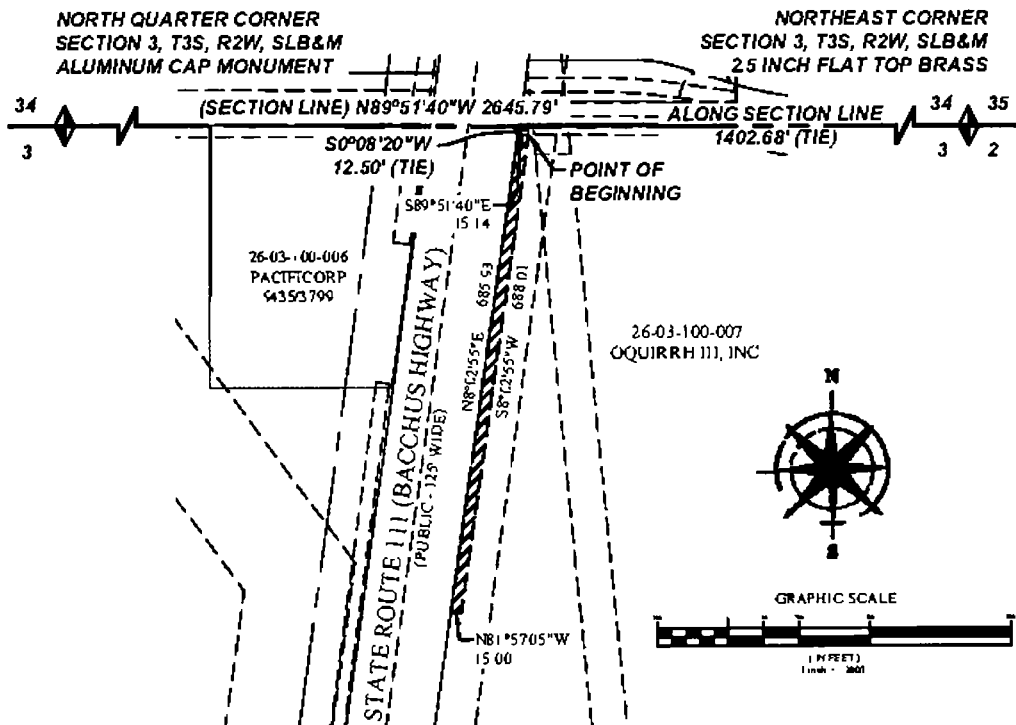
EXHIBIT "A"

(Depiction of Easement Area)

[See Attached.]

### Property Description

Quarter: NE Quarter: NE Section: 3 Township 35 (N - S),  
Range 2W (E - W), SALT LAKE Meridian  
County: SALT LAKE State: UTAH  
Parcel Number: 26-03-100-007



CC#: WO#:  
Landowner Name: OQUIRHILL, INC.  
Drawn by: ARS

**EXHIBIT A**

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"=200'