

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

Project Name: Woodbury Block K Switchgear Locations  
WO#:  
RW#:

### **RIGHT OF WAY EASEMENT**

For value received, KMW Development LLC ("**Grantor**"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp, its successors, and assigns, ("**Grantee**"), a non-exclusive easement for three rights of way fifteen feet in width (15') and twenty feet in length (20'), 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: wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, cabinets, and vaults 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 Exhibits **1 and 2** attached hereto and by this reference made a part hereof (the "Easement Area"):

Legal Description: See Exhibit 1, attached.

Together with the right of access to the rights 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 rights 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 rights of way. Subject to the foregoing limitations, the surface of the rights of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee in its reasonable discretion, 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 rights 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.

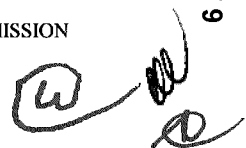
Grantor agrees to indemnify, defend, and hold Grantee harmless from and against any direct injury, loss, damage or liability, costs or expenses (including reasonable attorney's fees and court costs) resulting from its use of the easement granted herein, except to the extent attributable to the negligent 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 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.

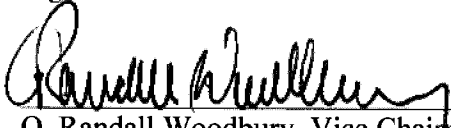
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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed  
on this 22 day of August 2025.

**GRANTOR:**

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

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

By:   
O. Randall Woodbury, Vice Chairman

By:   
Jeffrey K. Woodbury, Senior Vice President

**By: MILLROCK CAPITAL II, LLC,  
a Utah limited liability company, Its Manager**

By:   
Steven Peterson, Manager

**GRANTEE:**

**ROCKY MOUNTAIN POWER**

By: 

Name: Harold Dudley

Its: Director, Right of Way

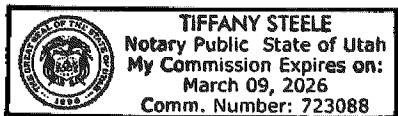


**Acknowledgments by Grantor:**

STATE OF Utah )  
 ) ss.  
County of Salt Lake )

On this 21<sup>st</sup> day of July, 2025, before me, the undersigned Notary Public in and for said State, personally appeared D. Randall Woodbury (name), known or identified to me to be the Vice Chairman (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 KMW Development (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.



Tiffany Steele (notary signature)

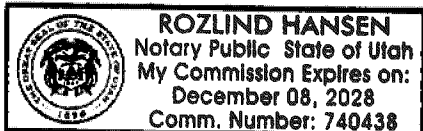
NOTARY PUBLIC FOR Utah (state)  
Residing at: Salt Lake City, Utah (city, state)  
My Commission Expires: 3/9/26 (d/m/y)

W

STATE OF Utah )  
County of Salt Lake ) ss.

On this 21<sup>st</sup> day of July, 20 25, before me, the undersigned Notary Public in and for said State, personally appeared Steven Peterson (name), known or identified to me to be the Manager (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 Millrock Capital II, 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.



Rozlind Hansen (notary signature)

NOTARY PUBLIC FOR Utah (state)

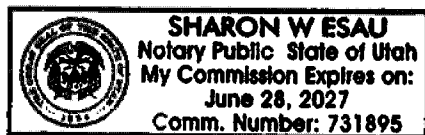
Residing at: Salt Lake City, Utah (city, state)

My Commission Expires: 12/8/28 (d/m/y)

STATE OF Utah )  
County of Salt Lake ) ss.

On this 18th day of July, 2025, before me, the undersigned Notary Public in and for said State, personally appeared Jeffrey K. Woodbury (name), known or identified to me to be the Sr. Vice President (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 KMW Development (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.



Sharon W. Esau  
(notary signature)

NOTARY PUBLIC FOR Utah (state)  
Residing at: Salt Lake City, Utah (city, state)  
My Commission Expires: 6/28/27 (d/m/y)

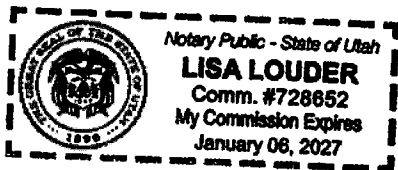
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**Acknowledgment by Grantee:**

STATE OF Utah )  
County of Salt Lake ) ss.

On this 22<sup>nd</sup> day of August, 2025, before me, the undersigned Notary Public in and for said State, personally appeared Harold Bulley (name), known or identified to me to be the Director, Right of Way (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 Rocky Mountain Pool (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.



Lisa Louder  
(notary signature)  
NOTARY PUBLIC FOR Utah (state)  
Residing at: Salt Lake City (city, state)  
My Commission Expires: 1.6.2027 (d/m/y)

*[Handwritten initials]*

**EXHIBIT "A"**

**ROYAL HOLLADAY HILLS PORTION OF BLOCK K LOT 1**

**PREPARED 06-18-2025**

**KMW DEVELOPMENT LLC**

**drafted by Johanson Surveying**

**North Switchgear #1**

Beginning at a point that is North 00°03'51" West 1586.39 feet along Section Line and West 219.23 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian., Thence N 61° 52' 16" W a distance of 20.00 feet, Thence N 28° 07' 44" E a distance of 15.00 feet, Thence S 61° 52' 16" E a distance of 20.00 feet to the point of beginning. Containing 0.01 Acres or 300 Square feet.

**Middle Switchgear #2**

Beginning at a point that is located North 00°03'51" West 1205.90 feet along Section Line and East 101.93 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian., Thence N 48° 41' 167" E a distance of 15.00 feet, Thence S 41° 18' 43" E a distance of 20.00 feet, Thence S 48° 41' 167" W a distance of 15.00 feet, Thence N 41° 18' 43" W a distance of 20.00 feet to the point of beginning. Containing 0.01 Acres or 300 Square feet.

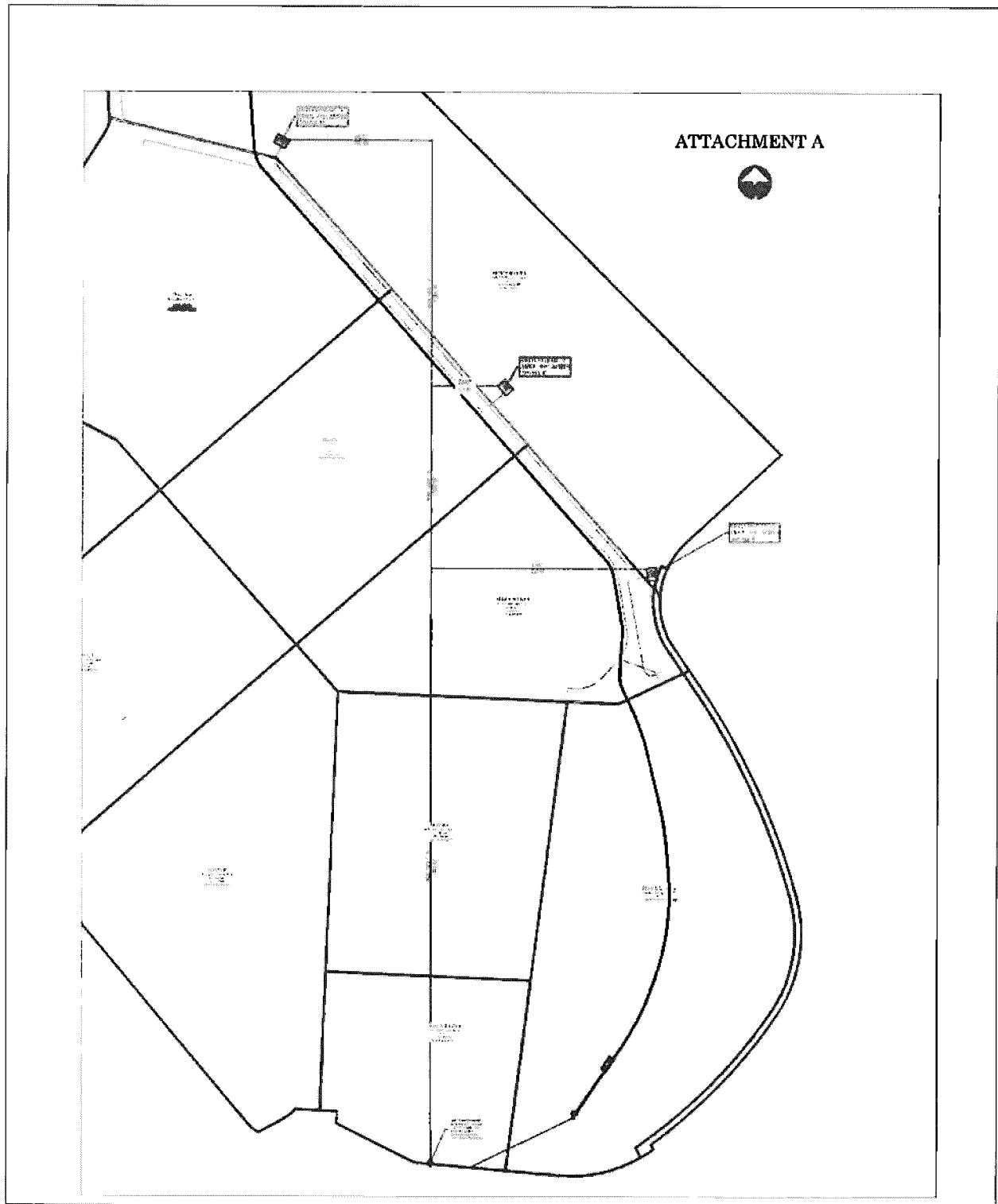
**South Switchgear #3**

Beginning at a point that is located North 00°03'51" West 922.92 feet along Section Line and East 332.91 feet from the East Quarter Corner of Section 9, Township 2 South, Range 1 East, Salt Lake Base & Meridian., Thence N 80° 30' 13" E a distance of 15.00 feet, Thence S 09° 29' 47" E a distance of 20.00 feet, Thence S 80° 30' 13" W a distance of 15.00 feet, Thence N 09° 29' 47" W a distance of 20.00 feet to the point of beginning. Containing 0.01 Acres or 300 Square feet.





**EXHIBIT "B"**  
**EASEMENT DEPICTION BY JOHANSON SURVEYING 06-18-2025**



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*[Handwritten signature]*