

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

Project Nam: Woodbury UG Transmission
WO#:
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, KMW Development LLC ("Grantor"), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors, ("Grantee"), an easement for a right of way twenty-five feet (25') in width and One thousand two hundred fifty-five (1,250') 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: 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"):

Legal Description: See Exhibit 1, attached.

Assessor Parcel No. 22-10-151-023-0000; 22-09-228-044-0000; 22-09-228-045-0000; 22-10-151-024-0000

Together with the present and (without payment therefor) the future right to keep the Easement clear of hazards which endanger Grantee's facilities or impede Grantee's activities. After initial construction of Grantee's facilities, all operation and maintenance access by Grantee across Grantor's land to the Easement shall be through and across only those areas depicted on Exhibit 2, attached hereto. Grantee shall not be responsible for costs to remove or restore any facilities that impede Grantee's ability to construct, reconstruct, operate, maintain, repair, replace, enlarge, or remove underground electric power transmission, distribution, and communication lines. Notwithstanding the foregoing and except in times of emergency, Grantee shall be required to give Grantor prior notice of its intent to remove any structures, buildings, landscaping, or utilities installed by Grantor and provide Grantor with five business days to remove or relocate any such structures, buildings, landscaping, or utilities.

At no time shall Grantor erect, place or construct, nor permit to be erected, placed or constructed, any building or other structure, or plant any tree within this Easement.

At no time shall Grantor increase or decrease the ground surface elevations within this Easement after installation of Grantee's facilities, nor shall Grantor make or allow any excavation to be made within the Easement without prior written consent of Grantee.

Grantor reserves the right to use the Easement for any use not inconsistent with Grantee's use of the Easement, provided such use shall not interfere with or endanger Grantee's rights hereunder.

Grantee shall conduct all construction and maintenance activities related to the Easement free of liens and in a good and workmanlike manner in compliance with all laws, rules, and ordinances respecting the construction.

Grantee, at its own cost, shall secure and maintain during the term of this Easement all insurance coverage required by state and local law and the following minimum insurance coverage:

Commercial general liability insurance with respect to the Easement, with a combined single limit of not less than Three Million Dollars (\$3,000,000.00) per occurrence and Five Million Dollars (\$5,000,000.00) aggregate. Grantee shall be allowed to satisfy the insurance requirements through a policy of self-insurance.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

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.

The Easement contains the full agreement of the Grantor and Grantee with respect to the Easement.

Any conveyance or assignment of the easement rights granted under this Easement by Grantee is subject to the prior written consent of Grantor, its successors or assigns.

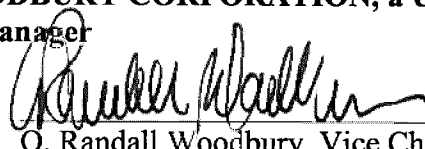


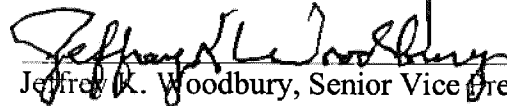
Dated this 22 day of August, 2025.

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

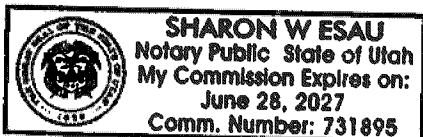


Acknowledgments by Grantor:

STATE OF Utah)
County of Salt Lake) ss.

On this 11th day of June, 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 Senior 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 KMU Development 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.



Sharon W. Esau
(notary signature)

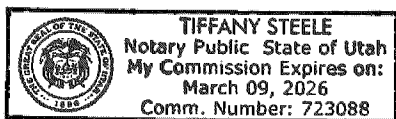
NOTARY PUBLIC FOR Utah (state)
Residing at: Salt Lake City, Utah (city, state)
My Commission Expires: 6/28/27 (d/m/y)

Handwritten initials or signature in the bottom right corner.

STATE OF Utah)
County of Salt Lake) ss.

On this 11th day of June, 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 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.



Tiffany Steele

(notary signature)

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

W W W

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

On this 16th day of June, 2025, 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 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.

Laurie Hogg
(notary signature)

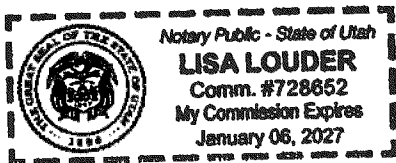
NOTARY PUBLIC FOR Utah (state)
Residing at: Salt Lake County, Utah (city, state)
My Commission Expires: 4/27/2026 (d/m/y)

Acknowledgment by Grantee:

STATE OF Utah)
County of Salt Lake) ss.

On this 22nd day of August, 2025, before me, the undersigned Notary Public in and for said State, personally appeared Harold Dudley (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 Park (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 and marks)

EXHIBIT 1

Legal Description

ROYAL HOLLADAY HILLS PORTION OF BLOCK H,I,J,K,
EASEMENTS UPDATED 5/06/2025.

A strip of land that is a portion of Block L Royal Holladay Hills Subdivision #2, plated, and recorded as Entry #13700581, in Book 2021P, on Page 171, in the office of the Salt Lake County Recorder. Said strip of land is also located in the Northwest quarter of Section 10, Township 2 South, Range 1 East, Salt Lake Base and Meridian, and is described as follows:

Beginning at a point at the northerly westerly corner of Royal Holladay Hills Block L Phase 1, Entry # 13814082, said point is located North 00°03'51" West 715.40 feet along Section Line and East 297.40 feet from the East Quarter Corner.

Thence S 64° 16' 35" W along Block L Amended and Reinstated Subdivision a distance of 5.00 feet, Thence N 25° 43' 25" W a distance of 16.78 feet to the beginning of a curve, Said curve bears to the right through an angle of 29° 33' 21", having a radius of 62.49 feet along the arc a distance of 32.24, and whose long chord bears N 10° 56' 54" W a distance of 31.88 feet. Thence N 03° 35' 56" E a distance of 63.89 feet to the beginning of a curve, Said curve bears to the left through an angle of 13° 26' 54", having a radius of 37.50 feet along the arc a distance of 8.80, and whose long chord bears N 03° 07' 31" W a distance of 8.78 feet, Thence N 09° 50' 59" W a distance of 78.17 feet to the beginning of a curve, Said curve bears to the left through an angle of 31° 27' 45", having a radius of 37.50 feet along the arc a distance of 20.59, and whose long chord bears N 25° 34' 51" W a distance of 20.33 feet, Thence N 41° 18' 43" W a distance of 806.48 feet to the beginning of a curve, Said curve bears to the right through an angle of 36° 55' 58", having a radius of 62.50 feet along the arc a distance of 40.29, and whose long chord bears N 22° 50' 44" W a distance of 39.59 feet, Thence N 04° 22' 45" W a distance of 202.69 feet to the North bounds of Block K said plat, Thence along said North Bounds N 78° 59' 01" E a distance of 22.78 feet, Thence along said North bounds S 02° 59' 59" E a distance of 8.99 feet, Thence N 78° 59' 01" E a distance of 2.60 feet, Thence S 04° 22' 45" E a distance of 196.63 feet to the beginning of a curve, Said curve bears to the left through an angle of 36° 55' 58", having a radius of 37.50 feet along the arc a distance of 24.17, and whose long chord bears S 22° 50' 44" E a distance of 23.76 feet, Thence S 41° 18' 43" E a distance of 790.86 feet, Thence S 41° 18' 43" E a distance of 15.62 feet to the beginning of a curve, Said curve bears to the right through an angle of 31° 27' 45", having a radius of 62.50 feet along the arc a distance of 34.32, and whose long chord bears S 25° 34' 51" E a distance of 33.89 feet, Thence S 09° 50' 59" E a distance of 78.17 feet to the beginning of a curve, Said curve bears to the right through an angle of 13° 26' 54", having a radius of 62.50 feet along the arc a distance of 14.67, and whose long chord bears S 03° 07' 31" E a distance of 14.64 feet, Thence S 03° 35' 56" W a distance of 64.14 feet to the beginning of a curve, Said curve bears to the left through an angle of 29° 19' 21", having a radius of 37.50 feet along the arc a distance of 19.19, and whose long chord bears S 11° 03' 45" E a distance of 18.98 feet, Thence S 25° 43' 25" E a distance of 16.78 feet to the North Bounds of Said Block L, Thence S 64° 16' 35" W a distance of 20.00 feet to the point of beginning.

Containing 0.73 Acres or 31,646 Square feet.



Depiction

