

REV100815

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

Project Name: Wright Development line extension  
WO#: 006795352

RW#:

File # 1184011

Tax ID: 09-441-0001 **UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **Millcreek Partners LLC, Teton Investment Holdings, LLC, and Wayne A. Belleau** ("Grantor"), hereby grants to Rocky Mountain Power, an unincorporated division of PacifiCorp, its successors and assigns, ("Grantee"), an easement for a right of way 10 feet in width and 1,924 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 on, across, or under the surface of the real property of Grantor in **Davis** 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:

Legal Description: An easement 10 feet in width, 5 feet each side of the following-described centerline:

Beginning at a point on the west boundary of an existing public utility easement, said point being located South 00°10'50" West 133.5 feet along the section line and North 89°49'10" West 52.4 feet from the East Quarter Corner of Section 7, Township 4 North, Range 1 West, Salt Lake Base and Meridian; running thence parallel with and 5 feet distant from Grantor's north and west boundaries the following courses: Northwesterly 60.7 feet along the arc of a 185.0 foot radius curve to the right through a central angle of 18°47'32" to the point of tangency; thence North 56°42'48" West 85.6 feet to the point of curvature on a 165.0 foot radius curve to the left; thence Northwesterly 19.8 feet along the arc of said curve through a central angle of 6°53'35" to the point of tangency; thence North 63°38'22" West 120.5 feet to the point of curvature on a 113.1 foot radius curve to the left; thence Northwesterly 53.0 feet along the arc of said curve through a central angle of 26°50'51" to the point of tangency; thence WEST 885.9 feet to the point of curvature on a 15.5 foot radius curve to the left; thence Southwesterly 24.3 feet along the arc of said curve through a central angle of 89°50'12" to the point of tangency; thence South 00°07'10" West 553.7 feet to the point of curvature on a 112.5 foot radius curve to the left; thence Southerly 31.4 feet along the arc of said curve through a central angle of 16°01'01" to the point of tangency; thence South 15°53'46" East 25.3 feet to the point of curvature on a 187.5 foot radius curve to the right;

thence Southerly 52.4 feet along the arc of said curve through a central angle of 16°00'59" to the point of tangency; thence South 00°07'10" West 1.0 feet to the point of curvature on a 15.5 foot radius curve to the left; thence Southerly 11.5 feet along the arc of said curve through a central angle of 42°38'23" to the north boundary of an existing public utility easement.

Containing 0.44 of an acre, and being in the NE ¼ of the SE ¼ of said Section 7.

Basis of bearings is South 00°10'50" West along the section line from the East Quarter Corner to the Southeast Corner of said Section 7.

Assessor Parcel No.                      09-441-0001

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 therefor) the future right to keep the right of way clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities.

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. Subject to the foregoing limitations, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as determined by Grantee, with the purposes for which this easement has been granted.

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.

Dated this 3rd day of August, 2021.

**MILLCREEK PARTNERS LLC**  
a Utah limited liability company

By: TETON LAND COMPANY, L.L.C.  
a Utah limited liability company  
its manager

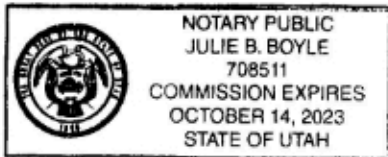
By:   
Name: Spencer H. Wright  
Title: Manager

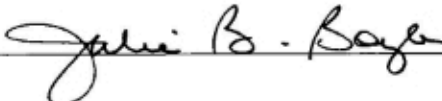
**Acknowledgment by a Corporation, LLC, or Partnership:**

STATE OF UTAH                    )  
  ) ss.  
County of Davis                 )

On this 3rd day of August, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Spencer H. Wright, known or identified to me to be the Manager of Teton Land Company, L.L.C., the Manager of Millcreek Partners LLC, a Utah limited liability company, 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.



 (notary signature)  
NOTARY PUBLIC FOR Utah (state)  
Residing at: Davis County, Utah (city, state)  
My Commission Expires: 10-14-2023 (d/m/y)

**TETON INVESTMENT HOLDINGS, LLC**  
a Utah limited liability company

By: TETON LAND COMPANY, L.L.C.  
a Utah limited liability company  
its manager

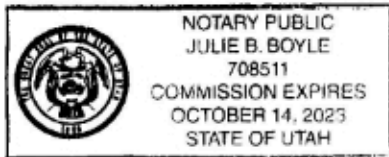
By: [Signature]  
Name: SPENCER H. WRIGHT  
Title: MANAGER

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

STATE OF UTAH            )  
  ) ss.  
County of Davis         )

On this 3rd day of August, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Spencer H. Wright, known or identified to me to be the Manager of Teton Land Company, L.L.C., the Manager of Teton Investment Holdings, LLC, a Utah limited liability company, 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.



Julie B. Boyle (notary signature)  
NOTARY PUBLIC FOR Utah (state)  
Residing at: Davis County, Utah (city, state)  
My Commission Expires: 10-14-2023 (d/m/y)

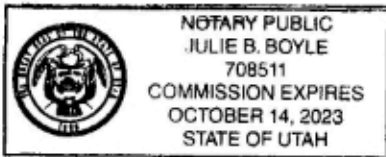
  
Wayne A. Belleau

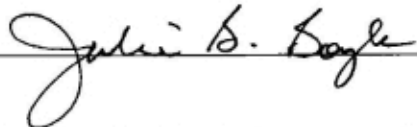
**Acknowledgement by an Individual Acting on His Own Behalf:**

STATE OF UTAH            )  
                                  ) ss.  
County of Davis         )

On this 4th day of August, 2021, before me, the undersigned Notary Public in and for said State, personally appeared Wayne A. Belleau, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he 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.



  
\_\_\_\_\_  
(notary signature)  
NOTARY PUBLIC FOR Utah (state)  
Residing at: Davis County, Utah (city, state)  
My Commission Expires: 10-14-2023 (d/m/y)