

REV05042015

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

Project Name: Hess Farms Subdivision

WO#: 07415991

RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **WDG CAPRI LLC** ("Grantor"), hereby grants 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 620 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: A TRACT OF LAND LOC IN THE N 1/2 OF SEC 13-T3N-R1W, SLB&M, BEING MORE PARTLY DESC AS FOLLOWS: BEG AT A PT ON THE N R/W LINE OF LAGOON DRIVE, THAT IS N 00⁰¹'47" E ALG THE 1/4 SEC LINE 359.87 FT & N 89⁰⁷'15" W 283.93 FT FR THE CENTER OF SEC 13-T3N-R1W, SLB&M; & RUN TH NW'L Y 19.57 FT ALG THE ARC OF A 12.50 FOOT RADIUS CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89⁴¹'22" (WH LC BEARS N 44¹⁶'34" W 17.63 FT) TO THE E R/W LINE OF 700 WEST STR; TH N 00³⁴'07" E ALG SD E R/W LINE 258.22 FT; TH N 89⁰⁷'31" E 213.56 FT; TH N 88⁴⁵'34" E 267.39 FT; TH N 89³¹'30" E 164.28 FT; TH N 88⁴⁷'01" E 141.48 FT; TH S 00⁵²'45" W 296.13 FT TO SD N R/W LINE OF LAGOON DRIVE; TH N 89⁰⁷'15" W 772.38 FT TO THE POB. (NAD83 ROTATION IS 00²³'19" CLOCKWISE) CONT. 5.11 ACRES

Assessor Parcel No. 08-052-0287

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 24th day of September, 2025.

Spencer H. Wright Manager of WDC Capri LLC
Printed Name of GRANTOR

Spencer H. Wright
Signature of GRANTOR

STATE OF Utah)
County of Davis) ss.

On this 24th day of September, 2025, before me, the undersigned Notary Public in and for said State, personally appeared Spencer H. Wright (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 WDC Capri, 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.



ERICA WILLIAMS
Notary Public, State of Utah
Commission #731107
My Commission Expires
05/11/2027

Erica Williams

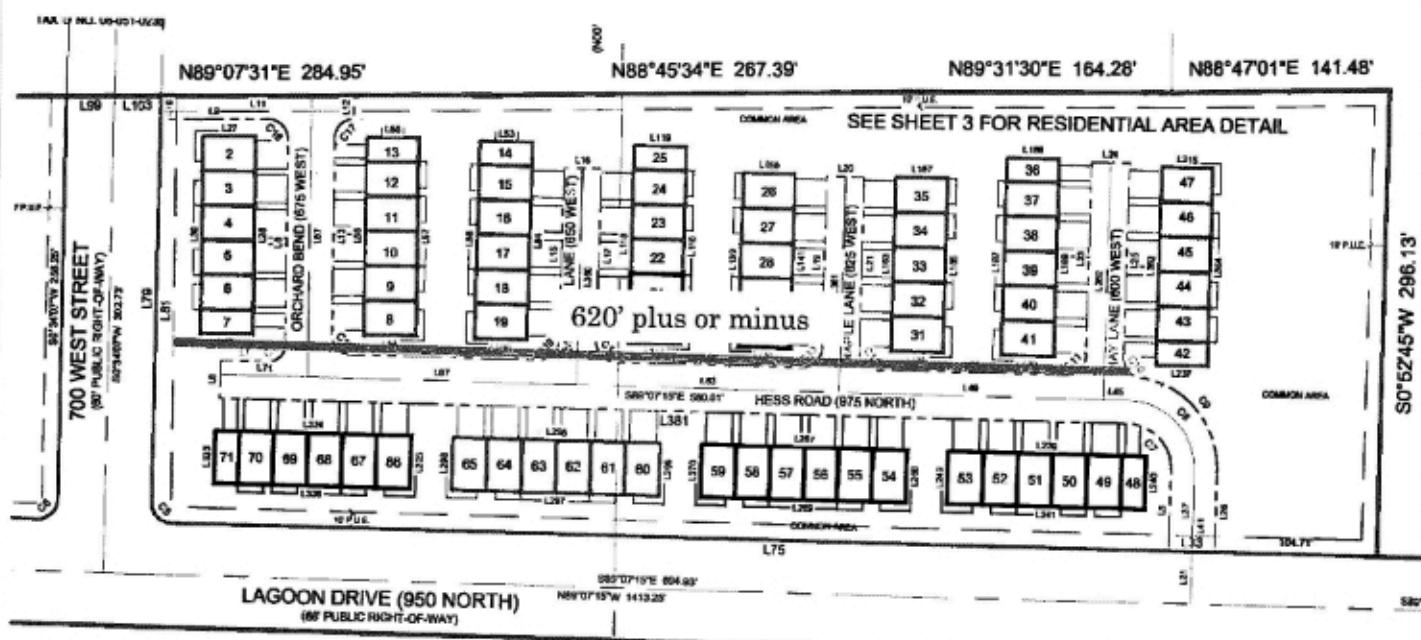
(notary signature)

NOTARY PUBLIC FOR Utah (state)
Residing at: Payson, Utah (city, state)
My Commission Expires: 5/11/2027 (d/m/y)

Property Description

Quarter: NW Section: 13 Township: 3N Range: 1W SLB&M
County: DAVIS State: UTAH
Parcel Number: 08-052-0287

↑
N



CC#: 11456 WO#: 07404576

Landowner Name: WDG CAPRI LLC

Drawn by: BM

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.

EXHIBIT A



SCALE: **NOT TO SCALE**