

REV05042015  
Return to:  
Rocky Mountain Power  
Lisa Louder/Jeff Shepherd  
1407 West North Temple Ste. 110  
Salt Lake City, UT 84116

Project Name: Wells Crossing  
WO#: TOOROW  
RW#: 2020JSS014

### **RIGHT OF WAY EASEMENT**

For value received, **DRP Management Inc., AND A W Hardy Family Investments LTD.**, (“Grantor”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns, (“Grantee”), an easement for a right of way 50 feet in width and 1,359.76 feet in length, more or less, for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, on, over, or under the surface of the real property of Grantor in **Tooele** County, State of **Utah** more particularly described as follows and as more particularly described and/or shown on Exhibit “A” attached hereto and by this reference made a part hereof:

*Located in the SW1/4 of Section 1 of Township 3 South, Range 6 West, Salt Lake Base and Meridian. Affects one (1) parcel identified by Tooele County Tax Id. Number 01-077-0-0098, a 50-foot easement being 25 feet on each side of the following described centerline, being more particularly described as follows:*

BEGINNING AT A POINT S89°51’40”W 685.07’ ALONG THE SECTION LINE AND S01°06’12”W 35.80’ FROM THE SOUTH QUARTER CORNER OF SAID SECTION 1, TOWNSHIP 3 SOUTH, RANGE 6 WEST, SALT LAKE BASE AND MERIDIAN; RUNNING THENCE NORTH 01°06’12” EAST 1,359.76 FEET TO THE SIXTEENTH SECTION LINE, BEING THE POINT OF TERMINUS.

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 therefore) the future right to keep the


right of way and adjacent lands 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, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), 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.

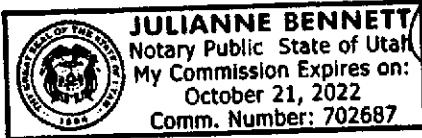
Dated this 12<sup>th</sup> day of November, 2020.

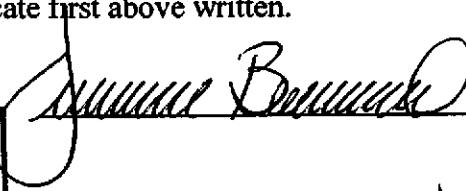
  
**MILLIE PARKER OLSON, Vice President of  
DRP MANAGEMENT, INC. GRANTOR**

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

On this 12<sup>th</sup> day of November, 2020, before me, the undersigned Notary Public in and for said State, personally appeared MILLIE PARKER OLSON, (name), known or identified to me to be the 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 **DRP Management, Inc.** (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.

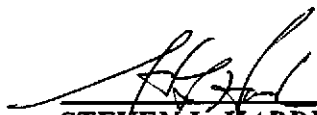




(Notary Signature)

NOTARY PUBLIC FOR Utah (state)  
Residing at: Salt Lake City, UT (city, state)  
My Commission Expires: 10/21/22 (d/m/y)

Dated this 12<sup>th</sup> day of November, 2020.

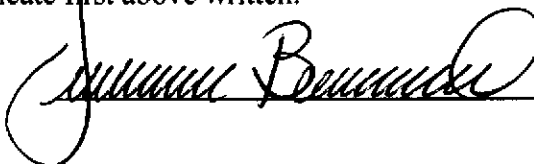


**STEVEN L. HARDY, Trustee of the RUTH B. HARDY FAMILY TRUST, dated July 21, 2005, General Partner of A.W. HARDY FAMILY INVESTMENTS LTD. GRANTOR**

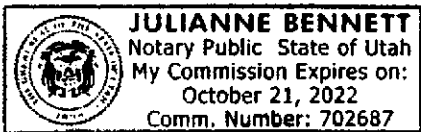
STATE OF Utah )  
 ) ss.  
County of Salt Lake )

On this 12<sup>th</sup> day of November, 2020, before me, the undersigned Notary Public in and for said State, personally appeared STEVEN L. HARDY (name), known or identified to me to be the *Trustee of the RUTH B. HARDY FAMILY TRUST, dated July 21, 2005, General Partner* 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 **A W Hardy Family Investments, LTD.** (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.



(Notary Signature)



NOTARY PUBLIC FOR Utah (state)  
Residing at: Salt Lake City, UT (city, state)  
My Commission Expires: 10/21/22 (d/m/y)