

REV052314

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

ENT 26638:2015 PG 1 of 4  
**Jeffery Smith**  
**Utah County Recorder**  
2015 Apr 01 12:41 PM FEE 17.00 BY SS  
RECORDED FOR Title West - SLC  
ELECTRONICALLY RECORDED

Project Name: NM12 Easement  
WO#: 5976761  
RW#:

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, **University Mall Shopping Center, L.C.** ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), a nonexclusive easement for a right of way 20 feet in width and 650 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 **Utah** 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:

Legal Description:

NM-12 20' Easement

Beginning at a point which is North 89°17'35" West, along the section line, 193.72 feet and South 00°42'25" West, 494.44 feet from the Southeast Corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; (Basis of Bearing is South 00°12'36" East, along the section line from said Southeast Corner of Section 23 to the East Quarter Corner of Section 23); and running thence South 00°36'51" East, 10.00 feet; thence South 89°23'09" West, 81.77 feet; thence South 82°01'46" West, 99.94 feet; thence South 87°32'19" West, 100.43 feet; thence North 88°12'51" West, 92.91 feet; thence North 83°03'42" West, 92.39 feet; thence South 89°23'09" West, 87.89 feet; thence North 43°08'30" West, 35.75 feet; thence North 64°36'54" West, 31.61 feet; thence North 84°58'47" West, 28.91 feet; thence South 75°13'30" West, 28.94 feet; thence North 14°46'30" West, 10.00 feet; thence North 75°13'30" East, 30.68 feet; thence South 84°58'47" East, 32.45 feet; thence South 64°36'54" East, 35.31 feet; thence South 43°08'30" East, 33.25 feet; thence North 89°23'09" East, 84.15 feet; thence South 83°03'42" East, 92.61 feet; thence South 88°12'51" East, 92.09 feet; thence North 87°32'19" East, 99.57 feet; thence North 82°01'46" East, 100.11 feet; thence North 89°23'09" East, 82.42 feet to the point of beginning.

Contains: 6,816 Sq. Ft.

Assessor Parcel No. 570430008 and 570430009

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.

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 right-of-way.

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.



IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 31 day of March, 2015.

Grantor:

University Mall Shopping Center, L.C., a Utah limited liability company  
By: WOODBURY MANAGEMENT COMPANY, L.C., a Utah limited liability company,  
Its Manager

By: [Signature]  
Name: Jeffrey K Woodbury  
Title: Manager

By: [Signature]  
Name: Orin R. Woodbury  
Title: Manager

STATE OF UTAH )  
 ) : SS  
COUNTY OF Salt Lake )

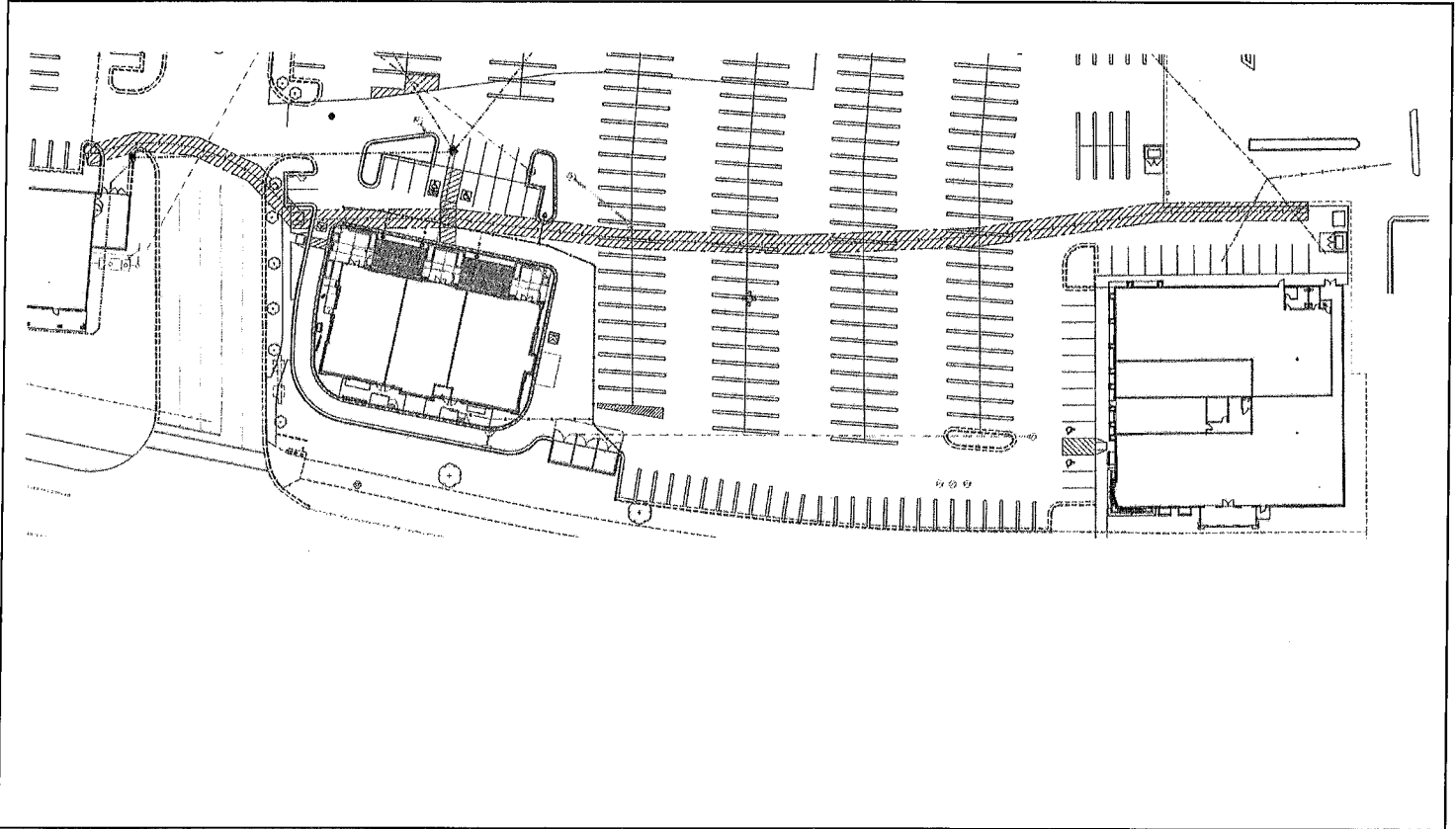
On the 31 day of March, 2015, personally appeared before me Jeffrey K. Woodbury and Orin R. Woodbury, the signer(s) of the above instrument, who duly acknowledged to me that they executed the same. Witness my hand and official seal this 31 day of March, 2015.



[Signature]  
Notary Public

**Property Description**

Quarter: SE Quarter: \_\_\_\_\_ Section: 23 Township 6S  
(N or S), Range 2E (E or W), Salt Lake Meridian  
County: Utah State: Utah  
Parcel Number: 570430008 and 570430009



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CC#: WO#:

Landowner Name: UMall

Drawn by:

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: