



ENT 58129:2018 PG 1 of 12
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Jun 22 8:36 am FEE 34.00 BY NG
RECORDED FOR ROCKY MOUNTAIN POWER

REV052314
Return to:
Rocky Mountain Power
Daniel Solander/Robin Anderson
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

Project Name: Mervyn's Relocation
WO#: 5924122
RW#:

**AMENDMENT TO
UNDERGROUND RIGHT OF WAY EASEMENT**

This AMENDMENT TO UNDERGROUND RIGHT OF WAY EASEMENT (this "Agreement") is executed this 18th day of JUNE 2018 (the "Effective Date"), by and between WOODTUSK III L.L.C., a Utah limited liability company ("Woodtusk III"), UNIVERSITY MALL SHOPPING CENTER, L.C., a Utah limited liability company ("UMall", and collectively with Woodtusk III, "Grantors"), and ROCKY MOUNTAIN POWER, an unincorporated division of PACIFICORP, an Oregon Corporation ("Grantee"). Together, Grantors and Grantee may be referred to herein as the "Parties", or individually, as a "Party".

RECITALS

WHEREAS, on or about September 18, 2015, UMall granted to Grantee a nonexclusive ten (10) foot wide right-of-way easement, as established in that Underground Right of Way Easement dated September 18, 2015, and recorded September 30, 2015, as Entry No. 89817:2015 in the Utah County Recorder's Office (the "Original Easement");

WHEREAS, Woodtusk III is the current owner of that certain real property located in Utah County, State of Utah, as more particularly described in the attached Exhibit "A" (the "Woodtusk III Property");

WHEREAS, the Woodtusk III Property is burdened by the Original Easement;

WHEREAS, UMall is the owner of the remainder of the real property that is burdened by the Original Easement less and excepting the Woodtusk III Property (the "UMall Property");

WHEREAS, the Parties desire to amend the Original Easement to amend and relocate a portion of the easement area described in Section 2 of the Original Easement and depicted on Exhibit A attached to the Original Easement (the "Original Easement Area").

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantors and Grantee agree as follows:

- 1. The portion of the Original Easement Area described in Exhibit "B" attached hereto and depicted on Exhibit "C" attached hereto (the "Released Area"), is hereby released, vacated, and

replaced by the area described in **Exhibit "D"** attached hereto and depicted on **Exhibit "E"** attached hereto (the "**New Easement Area**").

2. Grantee hereby releases, vacates, and quitclaims the Released Area. Grantors hereby grants to Grantee, and Grantee accepts from Grantors, a nonexclusive easement for a right of way ten (10) feet in width on, across, or under the surface of the New Easement Area subject to the same restrictions and conditions as described in the Original Easement.

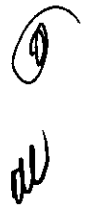
3. Woodtusk III shall relocate, at its sole cost and expense, any Grantee's facilities within the Released Area that have been constructed or installed prior to the Effective Date to the location of the New Easement Area. Grantors and Grantee shall cooperate in good faith during the Woodtusk III's aforementioned relocation of the Grantee's facilities.

4. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the violating provision shall be excised or stricken, and all remaining provisions shall remain valid, binding, and enforceable.

5. Nothing contained in this Agreement shall be deemed to be a public dedication of any portion of the Woodtusk III Property or the U Mall's Property. No public or third-party rights are intended or granted in this Agreement. The provisions of this Agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between or among the Parties.

6. The Recitals of this Agreement and all of the exhibits attached to this Agreement are incorporated herein and made a part of this Agreement.

[Signatures to Follow]

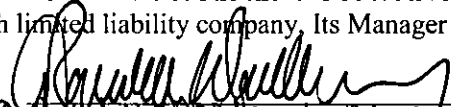


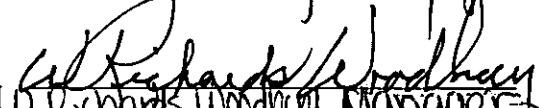
IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed as of the day and year first above written.

Woodtusk III:

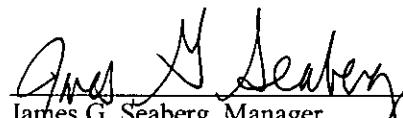
WOODTUSK III L.L.C., a Utah limited liability company

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

By: 
Randall Woodbury, Manager

By: 
W. Richards Woodbury, Manager

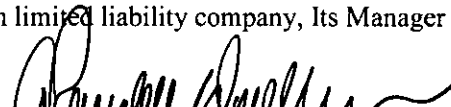
By: ICO FAMILY HOLDINGS, LLC,
a Utah limited liability company, Its Manager

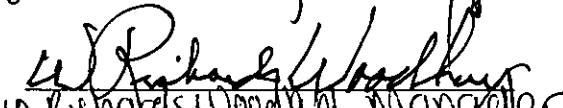
By: 
James G. Seaberg, Manager

UMall:

**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: 
Randall Woodbury, Manager

By: 
W. Richards Woodbury, Manager

Grantee:

**ROCKY MOUNTAIN POWER, an incorporated division of
PACIFICORP, an Oregon corporation**

By: *Lance D. Walker*
Name: *Lance D. Walker*
Title: *Manager*

[Acknowledgments to Follow]

ACKNOWLEDGMENTS OF WOODTUSK III

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 17th day of June 2018, before me personally appeared D. Randall Woodbury, to me personally known to be a Manager of WOODBURY MANAGEMENT COMPANY, L.C., a Utah limited liability company, known to be a Manager of WOODTUSK III L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of such company therein named, and acknowledged to me that such company executed the within instrument pursuant to its governing documents.



[Signature]
Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

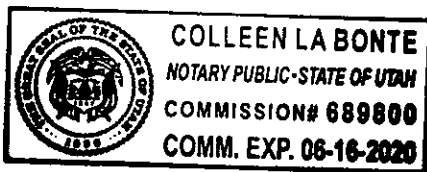
On the 17th day of June 2018, before me personally appeared W. Richards Woodbury, to me personally known to be a Manager of WOODBURY MANAGEMENT COMPANY, L.C., a Utah limited liability company, known to be a Manager of WOODTUSK III L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of such company therein named, and acknowledged to me that such company executed the within instrument pursuant to its governing documents.



[Signature]
Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF Utah)

On the 07th day of June 2018, before me personally appeared JAMES G. SEABERG, to me personally known to be a Manager of ICO FAMILY HOLDINGS, LLC, a Utah limited liability company, known to be a Manager of WOODTUSK III L.L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of such company therein named, and acknowledged to me that such company executed the within instrument pursuant to its governing documents.



[Signature]
Notary Public

[Handwritten initials]

ACKNOWLEDGMENTS OF UMail

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 12th day of June 2018, before me personally appeared D. Randal Woodbury, to me personally known to be a Manager of WOODBURY MANAGEMENT COMPANY, L.C., a Utah limited liability company, known to be the Manager of UNIVERSITY MALL SHOPPING CENTER, L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of such company therein named, and acknowledged to me that such company executed the within instrument pursuant to its governing documents.



[Signature]
Notary Public

STATE OF UTAH)
 : ss.
COUNTY OF SALT LAKE)

On the 12th day of June 2018, before me personally appeared W. Richards Woodbury, to me personally known to be a Manager of WOODBURY MANAGEMENT COMPANY, L.C., a Utah limited liability company, known to be the Manager of UNIVERSITY MALL SHOPPING CENTER, L.C., a Utah limited liability company, the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of such company therein named, and acknowledged to me that such company executed the within instrument pursuant to its governing documents.



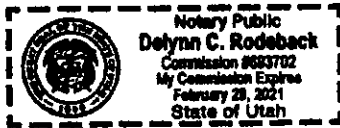
[Signature]
Notary Public

[Handwritten marks]

ACKNOWLEDGMENT OF GRANTEE

STATE OF UTAH)
) : ss.
 COUNTY OF ~~SALT LAKE~~ ^{UTAH})

On the 18TH day of JUNE 2018, personally appeared before me
LANCE D. WALKER, the signer(s) of the above instrument, who duly acknowledged to
 me that they executed the same. Witness my hand and official seal this 18TH day of
JUNE 2018.



[Signature]
 Notary Public

[Signature]
[Signature]

EXHIBIT "A"

Legal Description of the Woodtusk III Property

Lot 6C of the University Mall Subdivision Plat 'A' Lot 3 and Lot 6 Amended, recorded on December 27, 2017, as Entry No. 128638:2017 in the Utah County Recorder's Office.

A handwritten signature or set of initials, possibly 'A' and 'W', located on the right side of the page.

EXHIBIT "B"**Legal Description of the Released Area**

This legal description describes a portion of Tax ID Nos. 57:090:0006 and 57:095:0007, situate in the Southeast Quarter (SE 1/4) of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and described as follows:

Beginning South 89°17'35" East along the south section line of the Southeast Quarter of said Section 23 1,095.08 feet and North 223.08 feet from the south quarter corner of said Section 23 and running thence North 05°46'41" East 7.03 feet to a northerly line of the Underground Right of Way Easement, granted to Rocky Mountain Power and recorded as Entry No. 89817:2015 of the Official Records of the Salt Lake County Recorder; and running thence along said northerly line the following two courses: 1) North 34°02'00" East 66.23 feet to the beginning of a curve; 2) northeasterly 24.10 feet along said curve to the right, having a radius of 95.00 feet with a central angle of 14°32'04" (chord bears North 41°17'57" East 24.03 feet); thence departing said northerly easement line South 41°48'31" East 10.01 feet to a southerly line of said Underground Right of Way Easement and the beginning of a non-tangent curve; and running thence along said southerly line the following two courses: 1) southwesterly 21.62 feet along said curve to the left, having a radius of 85.00 feet with a central angle of 14°34'34" (chord bears South 41°19'17" West 21.57 feet); 2) South 34°02'00" West 68.44 feet to the beginning of a non-tangent curve; thence departing said southerly easement line westerly 3.26 feet along said curve to the right, having a radius of 15.00 feet with a central angle of 12°26'56" (chord bears South 89°33'13" West 3.25 feet); thence North 84°13'19" West 4.53 feet to the **Point of Beginning**.

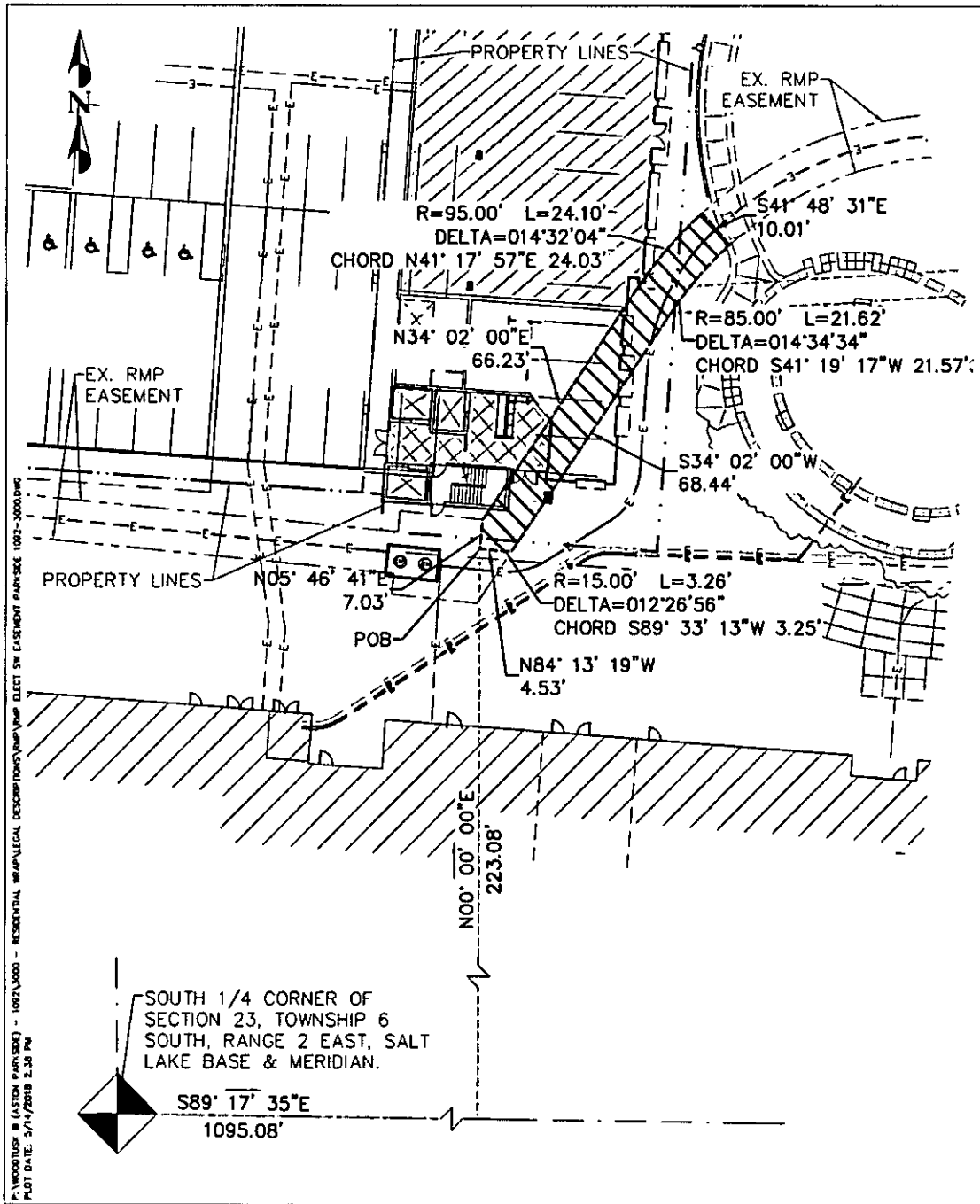
BASIS OF BEARING

South 89°17'35" East, being the bearing of the south section line of the Southeast Quarter of said Section 23.

End of description.

EXHIBIT "C"

Depiction of the Released Area



WOODBURY III (ASTON PARKSIDE) - 1092\EASEMENTS\RMP EASEMENT - MERVYN - AMENDED\WOODTUSK III_EASEMENT RMP-final-gr_20180516.docx
 PLOT DATE: 5/14/2018 2:38 PM

DRAWN BY: R. DINGSTROM
 DATE: 05/14/2017
 SCALE: 1"=30' (85.7117)
 SHEET: 1 OF 1

RESIDENCES AT PARKSIDE
 RMP ELECTRICAL EASEMENT - VACATION
 OREM CITY, UT

WOODBURY CORPORATION
 2720 EAST PARKSIDE BLVD. SUITE 300
 SALT LAKE CITY, UTAH 84120
 (801) 466-7776

Handwritten initials/signature

EXHIBIT "D"**Legal Description of the New Easement Area**

This legal description describes a portion of Tax ID Nos. 57:090:0006 and 57:095:0007, situate in the Southeast Quarter (SE 1/4) of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian, and described as follows:

Beginning South 89°17'35" East along the south section line of the Southeast Quarter of said Section 23 1,084.25 feet and North 213.99 feet from the south quarter corner of said Section 23 and running thence North 05°46'41" East 10.00 feet; thence South 84°13'19" East 14.40 feet to the beginning of a curve; thence easterly 9.86 feet along said curve to the left, having a radius of 15.00 feet with a central angle of 37°40'01" (chord bears North 76°56'41" East 9.68 feet); thence North 58°06'40" East 17.78 feet to the beginning of a curve; thence northerly 9.43 feet along said curve to the left, having a radius of 10.00 feet with a central angle of 54°00'44" (chord bears North 31°06'18" East 9.08 feet); thence North 04°05'56" East 24.02 feet to the beginning of a curve; thence northeasterly 42.34 feet along said curve to the right, having a radius of 55.02 feet with a central angle of 44°05'19" (chord bears North 26°08'49" East 41.30 feet); thence South 41°48'31" East 10.00 feet to the beginning of a non-tangent curve; thence southwesterly 34.64 feet along said curve to the left, having a radius of 45.02 feet with a central angle of 44°05'19" (chord bears South 26°08'51" West 33.79 feet); thence South 04°05'56" West 24.02 feet to the beginning of a curve; thence southwesterly 18.85 feet along said curve to the right, having a radius of 20.00 feet with a central angle of 54°00'44" (chord bears South 31°06'18" West 18.16 feet); thence South 58°06'40" West 17.78 feet to the beginning of a curve; thence westerly 16.44 feet along said curve to the right, having a radius of 25.00 feet with a central angle of 37°40'01" (chord bears South 76°56'41" West 16.14 feet); thence North 84°13'19" West 14.40 feet to the **Point of Beginning**.

BASIS OF BEARING

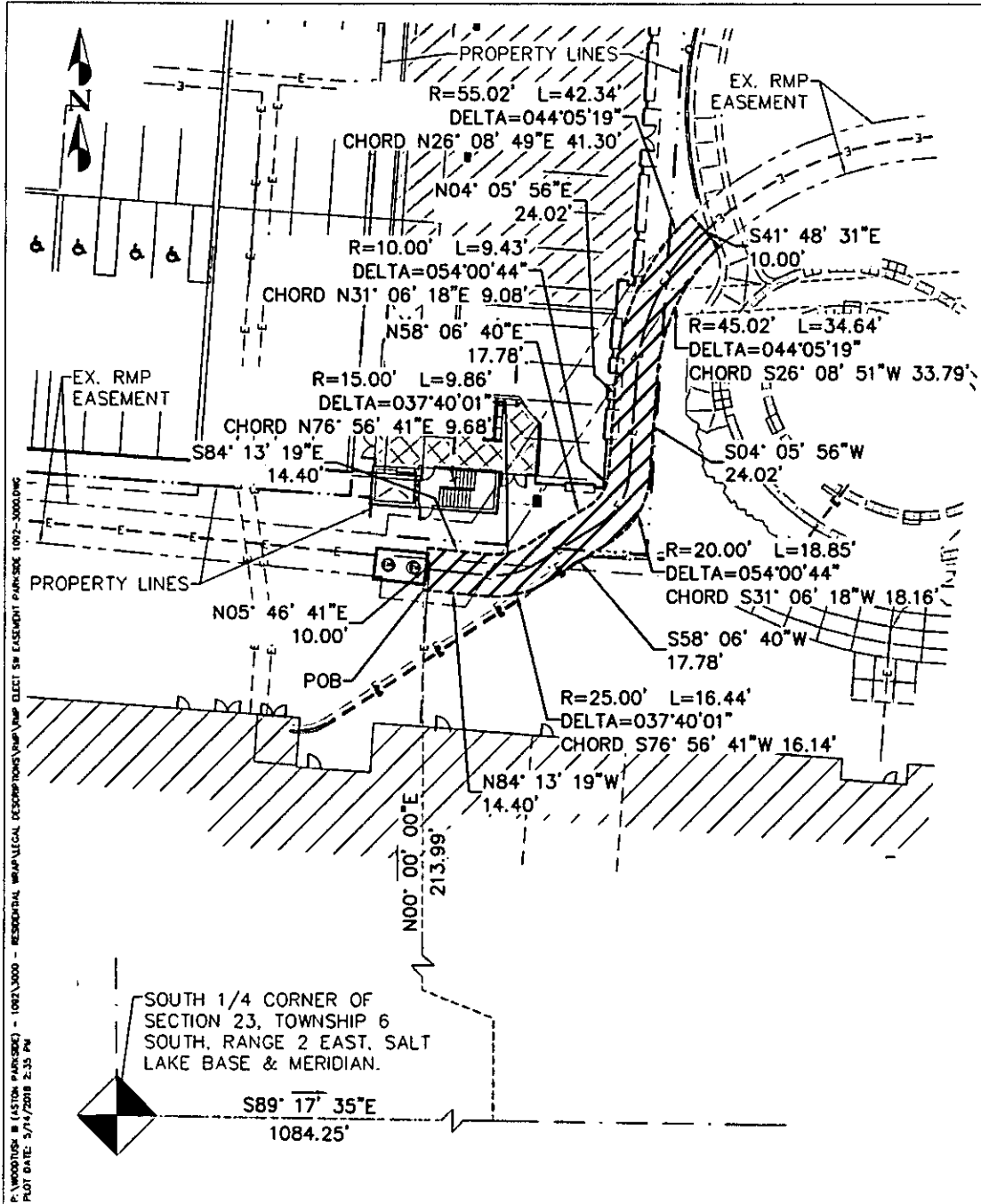
South 89°17'35" East, being the bearing of the south section line of the Southeast Quarter of said Section 23.

End of description.

Handwritten initials or marks.

EXHIBIT "E"

Depiction of the New Easement Area



DRAWN BY: H. DINGSTROM
DATE: 05/14/2017
SCALE: 1"=30' (4.5"=111')
CITY NO: 1092-3000
SHEET: 1 OF 1

RESIDENCES AT PARKSIDE
RMP ELECTRICAL EASEMENT - NEW
OREM CITY, UT

WOODBURY CORPORATION
223 EAST PARKSIDE BLVD. SUITE 300
SALT LAKE CITY, UTAH 84103
(801) 465-1776

[Handwritten signature]