



ENT 72366:2018 PG 1 of 8
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Aug 01 10:42 am FEE 24.00 BY DA
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: Parkside Residences
WO#: 6464581
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, WOODTUSK III L.L.C., a Utah limited liability company, and UNIVERSITY MALL SHOPPING CENTER, L.C., a Utah limited liability company (collectively, “Grantors”, or each individually, “Grantor”), hereby grant to PACIFICORP, an Oregon Corporation, d/b/a ROCKY MOUNTAIN POWER, its successors and assigns (“Grantee”), a nonexclusive easement for a right of way, 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, pads, transformers, switches, cabinets, and vaults (the “Facilities”) on, across, or under the surface of the real property of Grantors in Utah County, State of Utah, more particularly described and shown on Exhibit “A” and Exhibit “B” attached hereto and by this reference made a part hereof (the “Easement Area”).

Together with the right of access to the right of way from adjacent lands of Grantors 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 Facilities or impede Grantee’s activities.

Nothing contained herein shall prohibit Grantors from building or constructing, or permitting to be built or constructed, curb and gutter, sidewalks, pavements, landscaping, or similar improvements (the “Grantor Improvements”) on, over, or around Facilities placed within the Easement Area, so long as Grantor Improvements do not damage or unreasonably interfere with the Facilities within the Easement Area.

At no time shall Grantors 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.

Each 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 Grantors, 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.

Each Grantor reserves the right to relocate the Easement Area, at respective Grantor's sole cost and expense, including, but not limited to, the cost of granting a new easement, relocating the Facilities, and any attendant costs.

The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

Each Grantor agrees to indemnify, defend, and hold Grantee harmless from and against any direct injury, loss, damage or liability, costs or expenses (including reasonable attorney's fees and court costs) resulting from its use of the easement granted herein, except to the extent attributable to the negligent or intentional act or omission of Grantee or its employees, agents, tenants, licenses, and invitees. Grantee agrees to indemnify, defend, and hold Grantors harmless from and against any direct injury, loss, damage or liability, costs or expenses (including reasonable attorney's fees and court costs) resulting from its use of this easement, or resulting from performance or failure to perform any of its obligations as stated herein, except to the extent attributable to the negligent or intentional act or omission of Grantors or their employees, agents, tenants, licenses, and invitees.

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 date 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.

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.

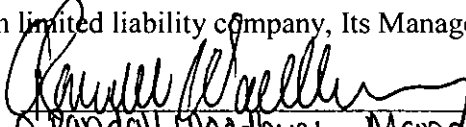
Nothing contained in this agreement shall be deemed to be a public dedication of any portion of the Grantors' properties, and this easement shall be strictly limited to and for the purposes set forth herein. No public or third-party rights are intended or granted hereby.

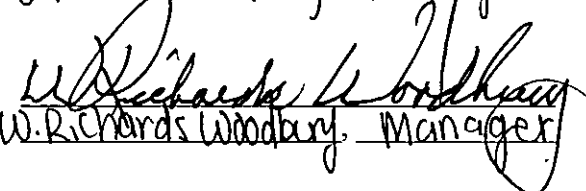
The provisions of this agreement are not intended to create, nor shall they be in any way interpreted or construed to create, a joint venture, partnership or any similar relationship between or among the parties hereto. Except as expressly set forth herein, this agreement does not otherwise create any rights in any third party. The indemnifications and other provisions of this agreement shall survive the termination of this easement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on this 1st day of August 2018 .

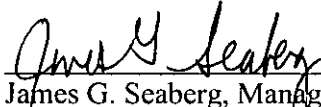
Grantor: **WOODTUSK III L.L.C., a Utah limited liability company**

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

By: 
D. Randall Woodbury, Manager

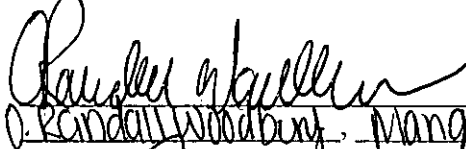
By: 
W. Richards Woodbury, Manager

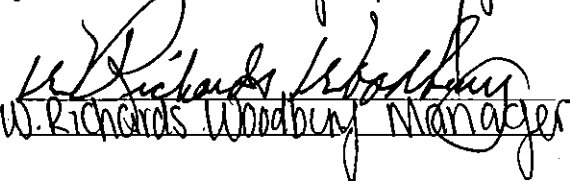
By: **ICO FAMILY HOLDINGS, LLC,**
a Utah limited liability company, Its Manager

By: 
James G. Seaberg, Manager

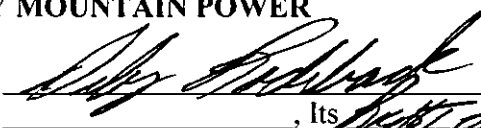

Grantor: **UNIVERSITY MALL SHOPPING CENTER, L.C.,**
a Utah limited liability company

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

By: 
D. Randall Woodbury, Manager

By: 
W. Richards Woodbury, Manager

Grantee: **PACIFICORP, an Oregon Corporation,**
d/b/a **ROCKY MOUNTAIN POWER**

By: , Its  Agent

ACKNOWLEDGMENTS OF GRANTORS

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

On the 25th day of July 2018, before me personally appeared O. 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)

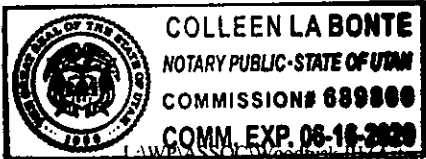
On the 25th day of July 2018, before me personally appeared W. Richards Woodbury, to me personally known to be a Manager of WOODBURY MANAGEMENT COMPANY, L.C., a Utah limited liability company, known to be a Manager of WOODTUSK III L.L.C., a Utah limited liability company, the company that executed the 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 11th day of July 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]

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

On the 25th day of July 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 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.



Tiffany M. Steele
Notary Public

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

On the 25th day of July 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.



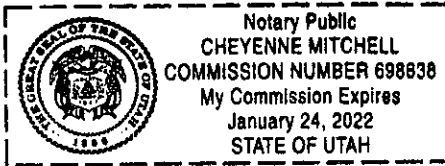
Tiffany M. Steele
Notary Public

Handwritten initials

ACKNOWLEDGMENT OF GRANTEE

STATE OF UTAH)
 : ss.
COUNTY OF Utah)

On the 1st day of August 2018, before me personally appeared DeLynn Rodeback, to me personally known to be the rightaway agent of PACIFICORP, an Oregon Corporation, d/b/a ROCKY MOUNTAIN POWER, 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.



Cheyenne Mitchell
Notary Public

[Handwritten initials]

EXHIBIT "A"
Legal Description of the Easement Area

This legal description describes a portion of Tax ID Nos. 57:090:0006, 57:095:0003 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:

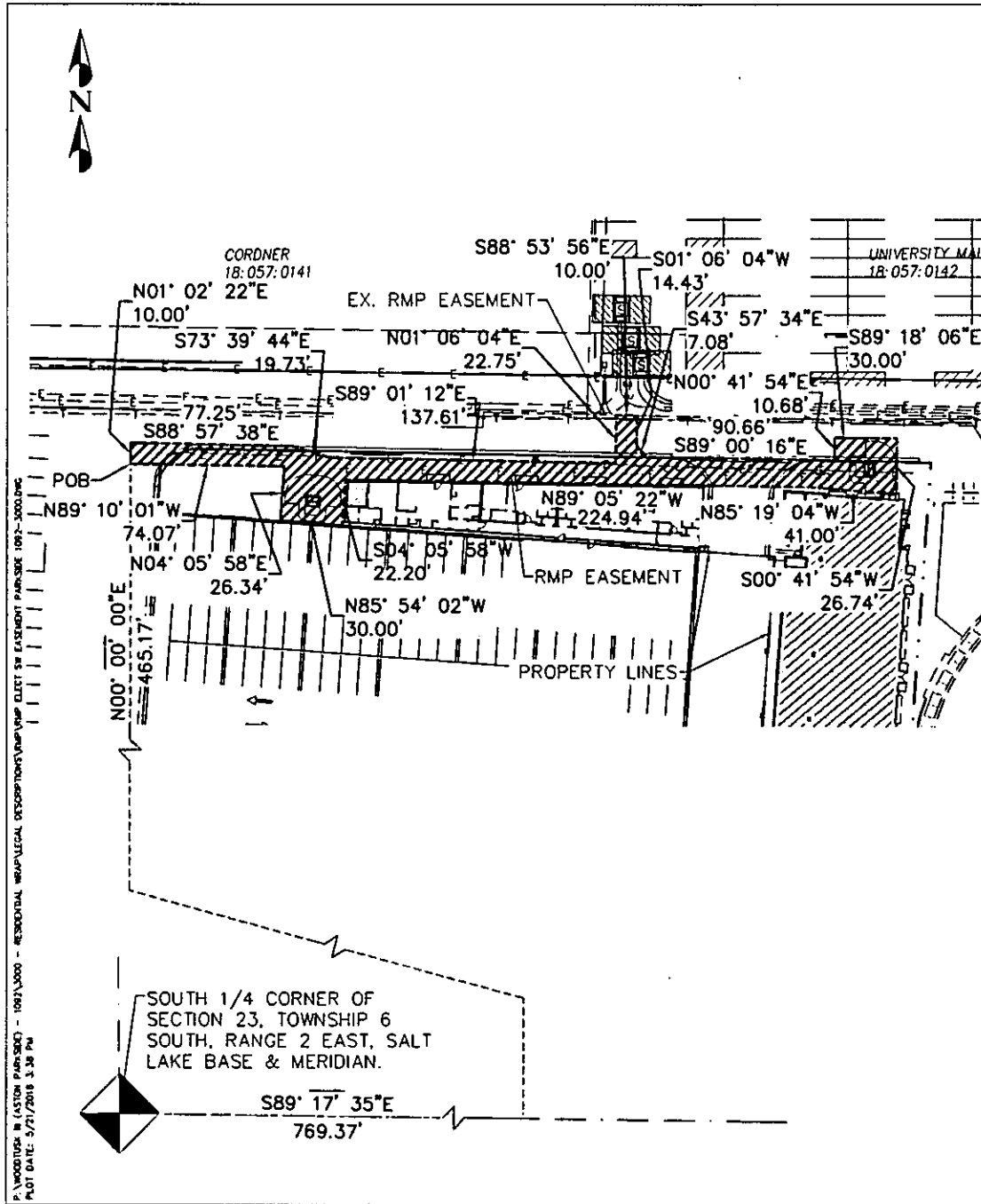
Beginning South 89°17'35" East along the south section line of the Southeast Quarter of said Section 23 769.37 feet and North 465.17 feet from the south quarter corner of said Section 23 and running thence North 01°02'22" East 10.00 feet; thence South 88°57'38" East 77.25 feet; thence South 73°39'44" East 19.73 feet; thence South 89°01'12" East 137.61 feet; thence North 01°06'04" East 22.75 feet; thence South 88°53'56" East 10.00 feet; thence South 01°06'04" West 14.43 feet; thence South 43°57'34" East 7.08 feet; thence South 89°00'16" East 90.66 feet; thence North 00°41'54" East 10.68 feet; thence South 89°18'06" East 30.00 feet; thence South 00°41'54" West 26.74 feet; thence North 85°19'04" West 41.00 feet; thence North 89°05'22" West 224.94 feet; thence South 04°05'58" West 22.20 feet; thence North 85°54'02" West 30.00 feet; thence North 04°05'58" East 26.34 feet; thence North 89°10'01" West 74.07 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 "B"
Depiction of the Easement Area



DRAWN BY: K. DICERON
 DATE: 05/21/2018
 SCALE: 1"=40' (3.5"=117)
 ENTRY NO: 1092-3000
 SHEET: 1 OF 1

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

WOODBURY CORPORATION
 270 EAST PARKWAY EAST, SUITE 300
 340 WEST OLYMPIA STREET, SUITE 100
 OREM, UT 84403
 (801) 466-7770

[Handwritten signature]