

REV052314

Return to:

Rocky Mountain Power

Lisa Louder/

1407 West North Temple Ste. 110

Salt Lake City, UT 84116

Project Name: UPlace 500E 1150S Relocation

WO#: 6681245

RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, University Mall Shopping Center, L.C., a Utah limited liability company ("Grantor"), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), a nonexclusive easement for right of way for equipment installation (Easement A), and a nonexclusive easement for a right of way 10 feet in width (Easement B), 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 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 (Easement A and Easement B shall collectively be referred to as the "Easements"):

Easement A located on Parcel 6C, University Place Subdivision Plat B, Entry #131493:2019 Map 16887, Assessor Parcel #57:095:0007

Beginning at point which is North 00°12'36" West, along the section line, 520.33 feet and South 89°47'24" West, 1845.37 feet from the Southeast Corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; and running thence South 42°28'32" East, 11.30 feet; thence South 03°58'30" West, 13.19 feet; thence South 86°01'30" East, 34.60 feet; thence South 03°58'30" West, 25.00 feet; thence North 86°01'30" West, 53.60 feet; thence North 03°58'30" East, 25.00 feet; thence South 86°01'30" East, 9.00 feet; thence North 03°58'30" East, 8.90 feet; thence North 42°28'32" West, 16.50 feet; thence South 88°57'38" East, 13.79 feet to the point of beginning.

Contains: 1,589 Sq. Ft.

Easement B located on Parcel 3G, University Place Subdivision Plat B, Entry #131493:2019 Map 16887

Beginning at point which is North 00°12'36" West, along the section line, 294.05 feet and South 89°47'24" West, 1879.30 feet from the Southeast Corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian; and running thence North 85°57'19" West, 251.03 feet; thence South 49°07'06" West, 7.54 feet; thence North 04°28'54" East, 14.23 feet; thence North 49°07'06" East, 1.55 feet; thence South 85°57'19" East, 245.30 feet; thence South 40°34'31" East, 14.05 feet to the point of beginning.

Contains: 2,527 Sq. Ft.

Together with the reasonable right of access to the Easements from adjacent lands of Grantor for all activities in connection with the purposes for which the Easements have been granted; and together with the present and (without payment therefor) the future right to keep the Easements 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 Easements. Subject to the foregoing limitations, the surface of the Easements may be used for driveways and other purposes not inconsistent, as determined by Grantee, with the purposes for which the Easements have been granted.

Grantor reserves the right to terminate the Easements if Grantee does not use the property for the purposes for which the Easements have been granted.

Grantor reserves the right to relocate the Easements at Grantor's sole cost and expense, including, but not limited to, the cost of granting a new easement, relocating Grantee's improvements, and any attendant costs.

Grantee shall restore as near as practicable to its previous condition, at no cost to Grantor, any fence, grass, soil, shrubbery, bushes, flowers, other low level vegetation, sprinkler system, pavement, gravel, flat concrete, asphalt, or any other improvement damage or displaced in maintaining, repairing, or replacing the facilities within the Easements.

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, to the fullest extent permitted by law, 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.



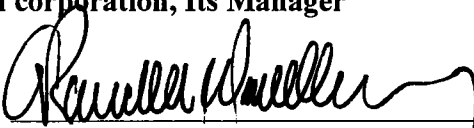
IN WITNESS WHEREOF, Grantor has caused its corporate name and seal to be hereunto affixed this 5 day of March, 2020.

Grantor:

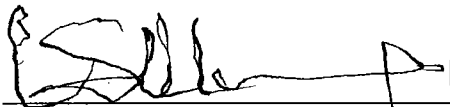
UNIVERSITY MALL SHOPPING CENTER, L.C.,
a Utah limited liability company

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

By: **WOODBURY CORPORATION,**
a Utah corporation, Its Manager

By: 

O. Randall Woodbury, President

By: 

LYNN S. WOODBURY, SENIOR VP ARCHITECTURE CONSTRUCTION

[Acknowledgments on Following Page]

ACKNOWLEDGMENTS

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

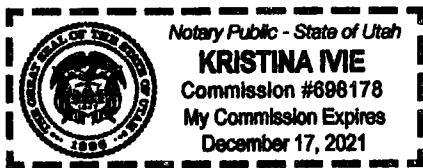
On the 4th day of March 2020 before me personally appeared O. RANDALL WOODBURY, to me personally known to be the President of WOODBURY CORPORATION, a Utah corporation, the Manager of WOODBURY MANAGEMENT COMPANY, L.C., a Utah limited liability company, known to be the Manager of UNIVERSITY MALL SHOPPING 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 articles of organization.



Tiffany M. Steele
Notary Public

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

On the 3rd day of MARCH 2020 before me personally appeared LYNN S. WOODBURY SENIOR VP ARCHITECTURE & CONSTRUCTION of WOODBURY CORPORATION, a Utah corporation, the 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 articles of organization.

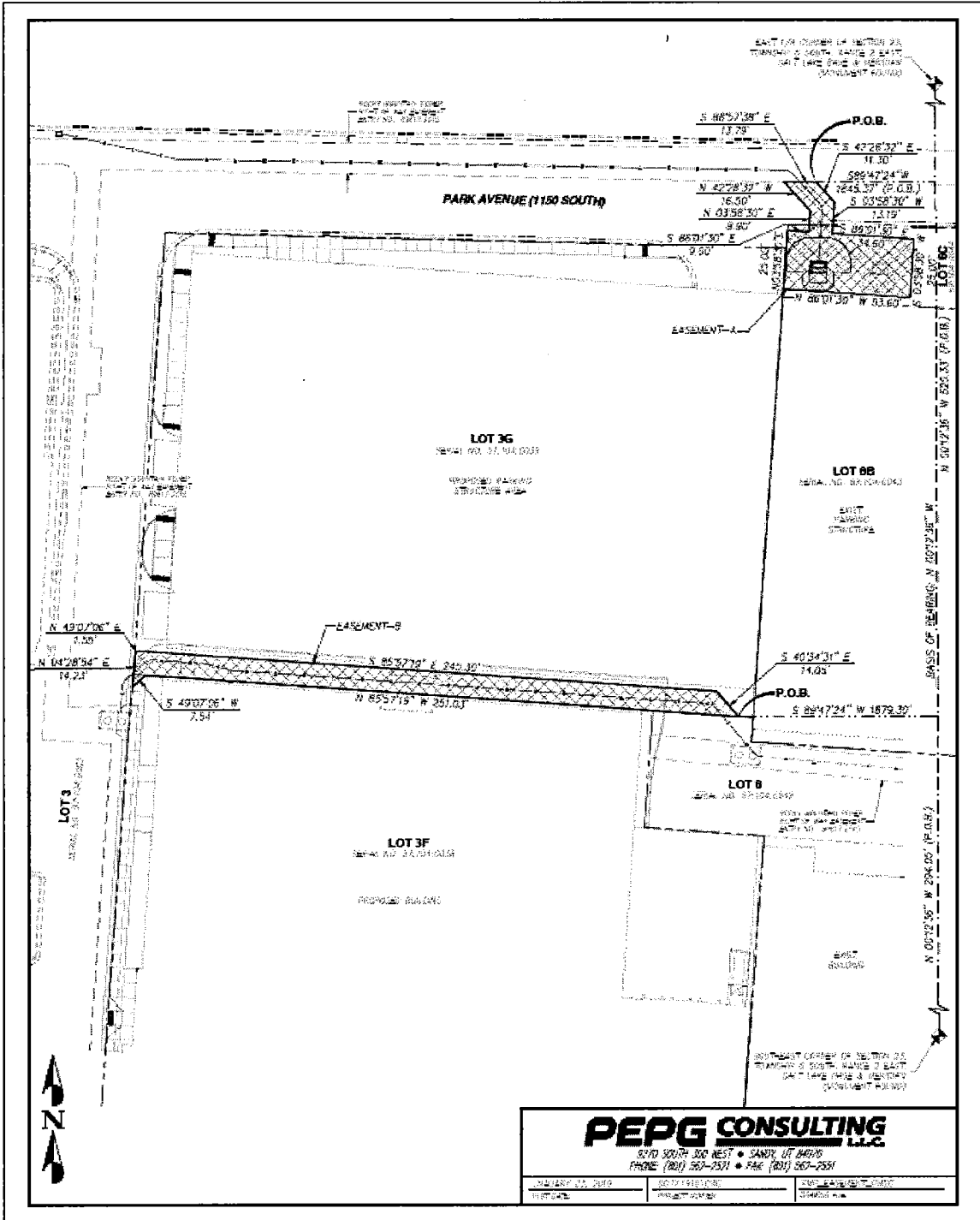


Kristina MIE
Notary Public

Handwritten initials

EXHIBIT A

EXHIBIT A EASEMENT DEPICTIONS



Handwritten signature/initials