

REV052314

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

ENT 68745:2015 PG 1 of 5
Jeffery Smith
Utah County Recorder
2015 Jul 30 02:49 PM FEE 25.00 BY SS
RECORDED FOR Title West - SLC
ELECTRONICALLY RECORDED

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

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, **University Mall Shopping Center, L.C.** ("Grantor"), hereby grants to PacificCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), a nonexclusive easement for a right of way 10 feet in width (location as described in legal description below), 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:

A 10' wide easement along straight runs where applicable together with areas around electrical equipment. The perimeter of which is described as follows:

Beginning at a point which is North 00°12'36" West, along the section line 690.07 feet and South 89°47'24" West, 503.22 feet from the Southeast Corner of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian;
and running thence South 04°01'25" West, 10.00 feet; thence North 85°58'35" West, 592.93 feet to the beginning of a curve, said curve turning to the right through an angle of 23°35'52", having a radius of 35.75 feet, and whose long chord bears North 74°10'39" West, 14.62 feet; thence North 62°22'43" West, 14.34 feet; thence South 27°37'17" West, 25.36 feet to the beginning of a curve, said curve turning to the right through an angle of 07°19'33", having a radius of 188.50 feet, and whose long chord bears South 31°17'03" West, 24.08 feet; thence South 34°56'50" West, 152.27 feet to the beginning of a curve, said curve turning to the right through an angle of 56°09'15", having a radius of 125.25 feet, and whose long chord bears South 63°01'26" West, 117.90 feet to a point of intersection with a non-tangential line; thence North 88°55'13" West, 72.56 feet; thence South 01°06'04" West, 106.47 feet to the beginning of a curve, said curve turning to the left through an angle of 46°55'19", having a radius of 55.00 feet, and whose long chord bears South 22°21'35"

East, 43.79 feet; thence South 45°49'14" East, 218.15 feet; thence South 85°56'54" East, 12.84 feet; thence South 04°03'06" West, 20.00 feet; thence North 85°56'54" West, 20.00 feet; thence North 04°03'06" East, 12.96 feet; thence North 45°49'14" West, 217.21 feet to the beginning of a curve, said curve turning to the right through an angle of 46°55'19", having a radius of 65.00 feet, and whose long chord bears North 22°21'35" West, 51.76 feet; thence North 01°06'04" East, 106.46 feet; thence North 88°55'13" West, 297.80 feet; thence North 89°13'40" West, 427.85 feet; thence South 03°36'02" West, 180.83 feet to the beginning of a non-tangential curve, said curve turning to the left through an angle of 50°14'34", having a radius of 75.00 feet, and whose long chord bears South 21°33'18" East, 63.68 feet to a point of intersection with a non-tangential line; thence South 85°58'22" East, 232.48 feet; thence South 84°13'19" East, 352.71 feet to the beginning of a curve, said curve turning to the left through an angle of 61°44'41", having a radius of 10.00 feet, and whose long chord bears North 64°54'21" East, 10.26 feet; thence North 34°02'00" East, 60.71 feet to the beginning of a curve, said curve turning to the right through an angle of 105°00'00", having a radius of 105.00 feet, and whose long chord bears North 86°32'00" East, 166.60 feet; thence South 40°58'00" East, 19.47 feet; thence South 49°02'00" West, 10.00 feet; thence North 40°58'00" West, 19.47 feet to the beginning of a curve, said curve turning to the left through an angle of 105°00'00", having a radius of 95.00 feet, and whose long chord bears South 86°32'00" West, 150.74 feet; thence South 34°02'00" West, 60.71 feet to the beginning of a curve, said curve turning to the right through an angle of 61°44'41", having a radius of 20.00 feet, and whose long chord bears South 64°54'21" West, 20.53 feet; thence North 84°13'19" West, 352.56 feet; thence North 85°58'22" West, 229.84 feet; thence South 04°01'38" West, 310.58 feet; thence South 63°49'59" West, 3.45 feet; thence South 03°55'22" West, 119.53 feet; thence South 86°00'01" East, 234.12 feet; thence North 09°00'00" East, 58.54 feet; thence North 08°44'35" West, 26.47 feet; thence North 86°00'49" West, 18.91 feet; thence North 04°02'03" East, 34.00 feet; thence South 85°58'00" East, 10.00 feet; thence North 04°02'03" East, 22.00 feet; thence South 85°58'00" East, 26.17 feet; thence South 04°02'03" West, 29.00 feet; thence North 85°58'00" West, 7.00 feet; thence South 04°02'03" West, 26.98 feet; thence South 08°44'35" East, 26.33 feet; thence South 01°00'00" East, 58.71 feet; thence South 85°59'28" East, 186.91 feet; thence North 01°12'58" East, 8.66 feet; thence South 85°58'09" East, 7.46 feet; thence South 04°02'00" West, 3.00 feet; thence South 85°57'35" East, 2.70 feet; thence South 01°12'58" West, 10.53 feet; thence South 04°02'00" West, 43.23 feet; thence North 85°58'00" West, 10.00 feet; thence North 04°02'00" East, 38.11 feet; thence North 85°59'28" West, 196.32 feet; thence North 85°39'34" West, 6.70 feet; thence North 86°00'01" West, 248.69 feet; thence North 03°55'22" East, 135.28 feet; thence North 63°49'59" East, 3.46 feet; thence North 04°01'38" East, 307.67 feet; thence North 40°58'22" West, 7.20 feet to the beginning of a curve, said curve turning to the right through an angle of 44°32'22", having a radius of 85.00 feet, and whose long chord bears North 18°42'12" West, 64.42 feet to a point of intersection with a non-tangential line; thence North 03°36'08" East, 172.24 feet to the beginning of a non-tangential curve, said curve turning to the left through an angle of 92°47'39", having a radius of 7.00 feet, and whose long chord bears North 42°49'51" West, 10.14 feet; thence North 89°13'40" West, 22.56 feet to the beginning of a curve, said curve turning to the right through an angle of 89°55'40", having a radius of 14.50 feet, and whose long chord bears North 44°15'50" West, 20.49 feet; thence North

00°42'00" East, 2.00 feet; thence South 89°43'55" West, 7.90 feet; thence North 00°16'05" West, 30.00 feet; thence North 89°43'55" East, 30.00 feet; thence South 00°16'05" East, 30.24 feet to the beginning of a curve,

said curve turning to the left through an angle of 88°57'36", having a radius of 6.00 feet, and whose long chord bears South 44°44'53" East, 8.41 feet; thence South 89°13'40" East, 454.25 feet; thence South 88°55'13" East, 289.65 feet; thence North 01°05'48" East, 60.00 feet; thence South 88°54'12" East, 45.00 feet; thence South 01°05'48" West, 59.99 feet; thence South 88°55'13" East, 45.74 feet to the beginning of a non-tangential curve, said curve turning to the left through an angle of 56°09'15", having a radius of 115.25 feet, and whose long chord bears North 63°01'29" East, 108.49 feet; thence North 34°56'50" East, 152.27 feet to the beginning of a curve, said curve turning to the left through an angle of 07°19'33", having a radius of 178.50 feet, and whose long chord bears North 31°17'03" East, 22.81 feet;

thence North 27°37'17" East, 35.36 feet; thence South 62°22'43" East, 24.34 feet to the beginning of a curve, said curve turning to the left through an angle of 23°35'52", having a radius of 25.75 feet, and whose long chord bears South 74°10'39" East, 10.53 feet; thence South 85°58'35" East a distance of 592.93 feet to the point of beginning.

Assessor Parcel Nos. 570800003, 570800002, 570800001, 570430006, 570430002, 180570142, 570680011, 570430013

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.

Grantor reserves the right to relocate this easement and Grantee's improvements, at Grantor's sole cost and expense.

Except for the restoration required as a result of the initial installation, Grantee shall restore a near as practicable to its previous condition any pavement, landscaping, curb and gutter, or any other improvement damaged in maintaining, repairing, removing or replacing the facilities within such right-of-way, at no cost to Grantor.

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

Within fourteen (14) days after the completion of Grantee's initial construction, Grantee shall provide Grantor with an as-built metes and bounds description prepared by a surveyor from a field-verified alignment.

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 28 day of July, 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: 

Name: Jeffrey K. Woodbury

Title: Manager

By: 

Name: Orin R. Woodbury

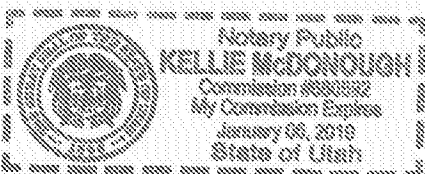
Title: Manager

STATE OF UTAH)

ss

COUNTY OF Salt Lake)

On the 28 day of July, 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 28 day of July, 2015.




Notary Public

EXHIBIT "A"

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 Numbers: 570800003, 570800002, 570800001, 570430006, 570430002,
180570142, 570680011, 570430013



CC#: WO#:

Landowner Name: UMail

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: