



ENT 89817:2015 PG 1 of 8
JEFFERY SMITH
UTAH COUNTY RECORDER
2015 Sep 30 3:12 pm FEE 34.00 BY CLS
RECORDED FOR ROCKY MOUNTAIN POWER

REV052314
Return to:
Rocky Mountain Power
Lisa Louder/
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

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

UNDERGROUND RIGHT OF WAY EASEMENT

This Underground Right of Way Easement is executed this 18 day of September, 2015, by **University Mall Shopping Center, L.C.** ("Grantor"), and **Rocky Mountain Power**, an unincorporated division of Pacificorp ("Grantee").

WHEREAS, Grantor is the owner of Property depicted in Exhibit A attached hereto;

WHEREAS, Grantor previously granted to Grantee a ten (10) foot wide easement on Grantor's property, as established in that Underground Right of Way Easement dated July 28, 2015 and recorded July 30, 2015, as Entry No. 68745:2015 in the Utah County Recorder's Office (the "Original Easement");

WHEREAS, the Parties recognize and agree that the Original Easement will not adequately allow Grantee to perform the purposes for which the Original Easement was granted.

WHEREAS, Grantor and Grantee wish to enter into a new Easement Agreement and release the Original Easement.

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

1. The Underground Right of Way Easement dated July 28, 2015 by Grantor in favor of Grantee is hereby released, vacated and replaced in its entirety by this Underground Right of Way Easement.

2. For value received, Grantor, hereby grants to Grantee, a nonexclusive easement for a right of way 10 feet in width (location as described in legal description and Exhibit 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 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, 249.00 feet; thence South 04°01'38" West, 2.33 feet; thence North 85°58'22" West, 20.00 feet; thence North 04°01'38" East, 2.33 feet; thence North 85°58'35" West, 117.93 feet; thence South 04°01'38" West, 2.74 feet; thence North 85°58'22" West, 20.00 feet; thence North 04°01'38" East, 2.74 feet; thence North 85°58'35" West, 186.00 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, 8.59 feet; thence South 27°37'17" West, 8.00 feet; thence North 62°22'43" West, 5.35 feet; thence South 33°43'57" West, 192.64 feet to the beginning of a curve, said curve turning to the right through an angle of 57°22'07", having a radius of 126.50 feet, and whose long chord bears South 62°25'01" West, 121.44 feet; thence North 88°53'56" West, 114.42 feet; thence South 33°48'21" East, 354.08 feet; thence North 04°02'00" East, 10.10 feet; thence South 85°58'00" East, 30.00 feet; thence South 04°02'00" West, 30.00 feet; thence North 85°58'00" West, 30.00 feet; thence North 04°02'00" East, 10.19 feet to the beginning of a non-tangential curve, said curve turning to the right through an angle of 43°04'55", having a radius of 15.00 feet, and whose long chord bears North 55°20'48" West, 11.02 feet; thence North 33°48'21" West, 68.45 feet; thence North 86°12'25" West, 16.75 feet; thence North 03°47'35" East, 10.00 feet; thence South 86°12'25" East, 9.05 feet; thence North 33°48'21" West, 276.49 feet; thence North 88°53'56" West, 235.61 feet; thence South 01°06'04" West, 7.20 feet; thence North 88°53'56" West, 20.00 feet; thence North 01°06'04" East, 5.00 feet; thence North 88°51'14" West, 17.12 feet; thence North 88°51'41" West, 81.20 feet; thence North 88°57'38" West, 69.41 feet; thence North 88°54'22" West, 257.54 feet; thence South 03°33'59" West, 75.17 feet; thence South 86°26'01" East, 5.00 feet; thence South 03°33'59" West, 20.00 feet; thence North 86°26'01" West, 5.00 feet; thence South 03°33'59" West, 133.16 feet; thence North 88°08'55" East, 54.74 feet; thence South 85°58'00" East, 194.89 feet to the beginning of a curve, said curve turning to the right through an angle of 01°27'31", having a radius of 105.00 feet, and whose long chord bears South 85°14'14" East, 2.67 feet; thence South 84°30'29" East, 345.00 feet; thence North 05°46'41" East, 5.02 feet; thence South 84°13'19" East, 20.12 feet; thence North 34°02'00" East, 66.23 feet to the beginning of a curve, said curve turning to the right through an angle of 105°00'00", having a radius of 95.00 feet, and whose long chord bears North 86°32'00" East, 150.74 feet; thence South 40°58'00" East, 32.31 feet; thence South 85°58'00" East, 15.93 feet; thence South 04°02'00" West, 20.00 feet; thence North 85°58'00" West, 20.00 feet; thence North 04°02'00" East, 9.93 feet; thence North 40°58'00" West, 36.55 feet to the beginning of a curve, said curve turning to the left through an angle of 105°00'00", having a radius of 85.00 feet, and whose long chord bears South 86°32'00" West, 134.87 feet; thence South 34°02'00" West, 83.56 feet; thence North 84°13'19" West, 20.73

feet; thence North 05°46'41" East, 4.98 feet; thence North 84°30'29" West, 344.95 feet to the beginning of a curve, said curve turning to the left through an angle of 01°27'31", having a radius of 95.00 feet, and whose long chord bears North 85°14'14" West, 2.42 feet; thence North 85°58'00" West, 194.37 feet; thence South 88°08'55" West, 25.63 feet; thence South 04°01'38" West, 311.77 feet; thence South 86°04'38" East, 13.17 feet; thence North 04°01'45" East, 10.01 feet; thence South 85°58'15" East, 56.00 feet; thence South 04°01'45" West, 30.00 feet; thence North 85°58'15" West, 56.00 feet; thence North 04°01'45" East, 9.99 feet; thence North 86°04'38" West, 16.15 feet; thence South 03°55'22" West, 120.20 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, 56.00 feet; thence South 85°58'00" East, 36.17 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, 32.81 feet; thence South 85°58'00" East, 10.00 feet; thence South 04°02'00" West, 20.00 feet; thence North 85°58'00" West, 20.00 feet; thence North 04°02'00" East, 47.68 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, 256.93 feet; thence South 04°00'00" West, 346.32 feet;

thence South 85°52'49" West, 103.52 feet; thence North 18°27'37" West, 10.32 feet; thence North 85°52'49" East, 87.30 feet; thence North 04°00'00" East, 10.10 feet; thence North 85°52'49" East, 10.10 feet; thence North 04°00'00" East, 318.46 feet; thence North 86°00'00" West, 16.18 feet; thence North 04°00'00" East, 10.00 feet; thence South 86°00'00" East, 16.18 feet; thence North 04°00'00" East, 9.08 feet; thence South 86°00'01" East, 4.18 feet; thence North 03°55'22" East, 12.39 feet; thence South 86°00'01" East, 14.05 feet; thence North 03°55'22" East, 117.80 feet; thence South 86°04'38" East, 3.00 feet; thence North 04°01'38" East, 304.57 feet; thence North 86°00'29" West, 29.36 feet; thence North 03°33'59" East, 236.69 feet to the beginning of a 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, 32.88 feet to the beginning of a curve, said curve turning to the left through an angle of 88°38'18", having a radius of 6.00 feet, and whose long chord bears South 44°35'14" East, 8.38 feet; thence South 88°54'22" East, 283.82 feet; thence South 88°57'38" East, 69.41 feet; thence South 88°51'41" East, 81.21 feet; thence South 88°51'14" East, 17.11 feet; thence North 01°06'04" East, 5.00 feet; thence South 88°53'56" East, 20.00 feet; thence South 01°06'04" West, 2.80 feet; thence South 88°53'56" East, 53.77 feet; thence North 00°00'00" East, 64.17 feet; thence North 90°00'00" East, 45.00 feet; thence South 00°00'00" West, 65.03 feet; thence South 88°53'56" East, 262.44 feet to the beginning of a curve, said curve turning to the left through an angle of 57°22'07", having a radius of 116.50 feet, and whose long chord bears North 62°25'01" East, 111.84 feet; thence North 33°43'57" East, 192.46 feet; thence North 62°22'43" West, 4.60 feet; thence North 27°37'17" East, 20.00 feet;

thence South 62°22'43" East, 3.54 feet; thence North 28°20'19" East, 85.95 feet to the beginning of a curve, said curve turning to the left through an angle of 90°43'02", having a radius of 25.00 feet, and whose long chord bears North 17°01'12" West, 35.58 feet; thence North 62°22'43" West, 145.64 feet;

thence North 27°37'17" East, 10.00 feet; thence South 62°22'43" East, 145.64 feet to the beginning of a curve, said curve turning to the right through an angle of 90°43'02", having a radius of 35.00 feet, and whose long chord bears South 17°01'12" East, 49.81 feet; thence South 28°20'19" West, 85.83 feet;

thence South 62°22'43" East, 6.45 feet; thence South 27°37'17" West, 2.00 feet; thence South 62°22'43" East, 8.59 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, 186.00 feet; thence North 04°01'38" East, 7.26 feet;

thence South 85°58'22" East, 20.00 feet; thence South 04°01'38" West, 7.26 feet; thence South 85°58'35" East, 117.93 feet; thence North 04°01'38" East, 7.67 feet; thence South 85°58'22" East, 4.99 feet; thence North 02°33'13" East, 180.79 feet; thence South 87°26'47" East, 10.00 feet; thence South 02°33'13" West, 181.05 feet; thence South 85°58'22" East, 5.01 feet; thence South 04°01'38" West, 7.67 feet; thence South 85°58'35" East, a distance of 249.00 feet to the point of beginning.

Assessor Parcel Nos. 57080004, 570800003, 570800002, 570800001, 570430013,
570430006, 570430004, 570430002, 180570142, 570680011. 570680024

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.

3. 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.

4. 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.

5. Except for the initial restoration that is required upon the installation of Grantee's facilities within the Easement granted herein, Grantee shall restore a 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.

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

7. Within fourteen (14) days after the completion of Grantee's initial construction, Grantee shall provide Grantor, at Grantor's sole cost and expense, with an as-built metes and bounds description prepared by a surveyor from a field-verified alignment. Upon completion of said as-built survey, in the event Grantee's facilities are found to be outside of the easement as described herein, Grantor agrees to amend the legal description of this easement to cover the actual location of all installed facilities, at sole cost to Grantor.

8. 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.

[Signature Blocks to Follow]



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

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)
COUNTY OF Salt Lake)^{SS}

On the 18 day of September, 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 18 day of September, 2015.



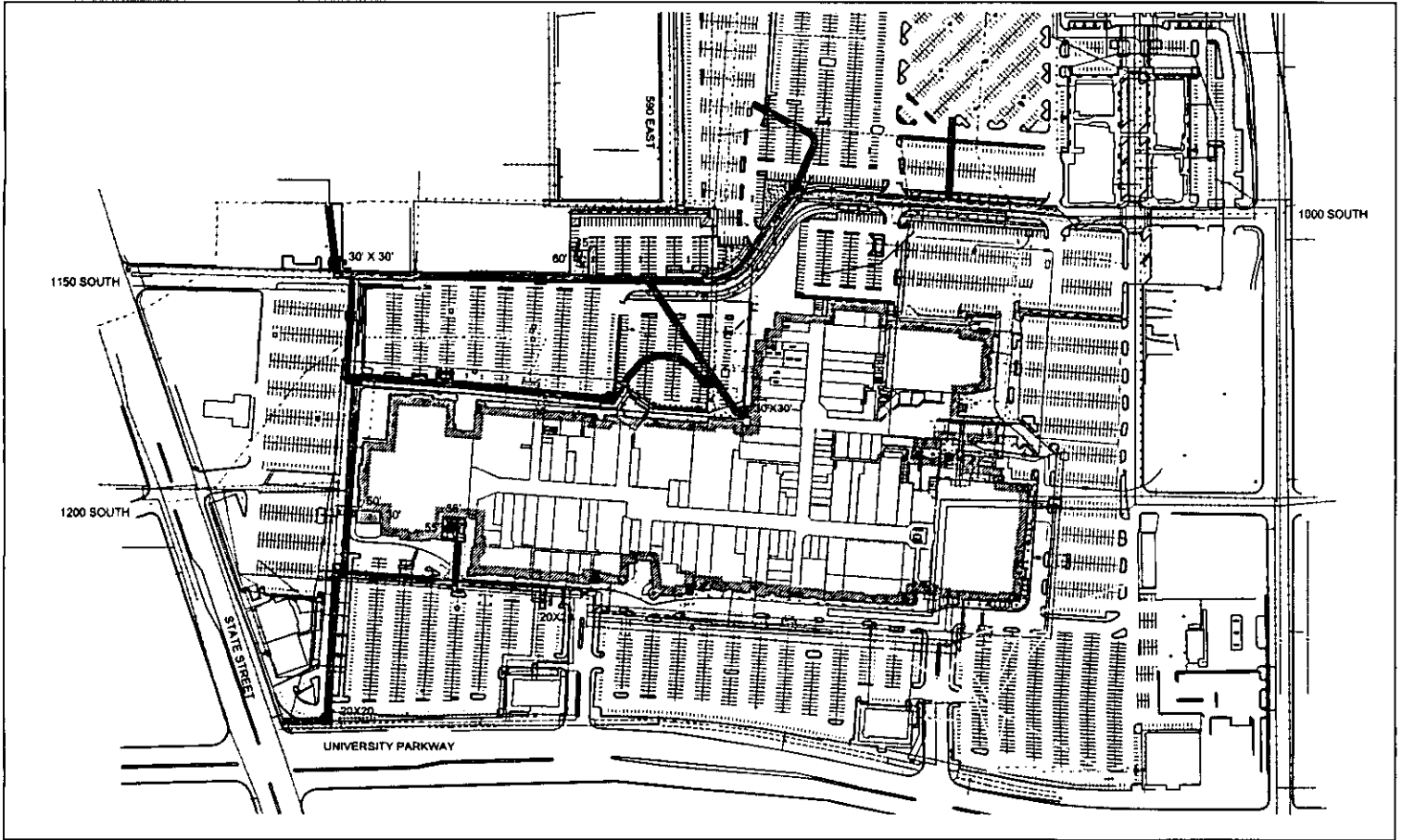
[Signature]
Notary Public

[Handwritten marks]

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: 57080004, 570800003, 570800002, 570800001, 570430013,
 570430006, 570430004, 570430002, 180570142, 570680011, 570680024

Notary Public



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: