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REV052314

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



ENT 11196:2018 PG 1 of 13
JEFFERY SMITH
UTAH COUNTY RECORDER
2018 Feb 05 11:29 am FEE 37.00 BY DA
RECORDED FOR PACIFICORP

Project Name: Big O Tires
WO#: 6464579
RW#:

UNDERGROUND RIGHT OF WAY EASEMENT

For value received, University Mall Shopping Center, L.C. (“Grantor”), hereby grants to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power, its successors and assigns (“Grantee”), a nonexclusive easement for a right of way (ten) 10 feet in width, 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 Grantor in Utah County, State of Utah, more particularly described and shown on **Exhibit(s) A-1, A-2, A-3, A-4, and Exhibits B-1, B-2, B-3, and B-4** 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 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 Facilities or impede Grantee’s activities.

Nothing contained herein shall prohibit Grantor 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 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.

Grantee shall restore (as 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.

Grantor reserves the right to relocate the Easement Area, at 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.

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 Grantor 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 Grantor or its 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 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 Grantor's property, 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.

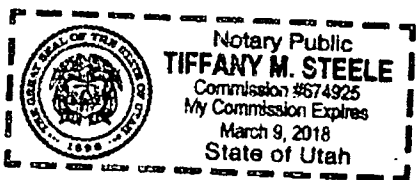
(Signatures on following page)



ACKNOWLEDGMENTS OF GRANTOR

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

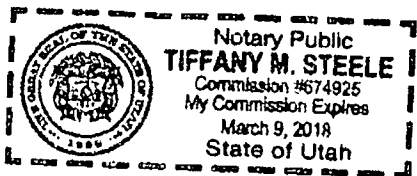
On the 8th day of January 2018, before me personally appeared O. RANDALL WOODBURY, to me personally known to be the Manager of WOODBURY MANAGEMENT COMPANY, L.C., known to be the Manager of UNIVERSITY MALL SHOPPING CENTER, L.C., the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.



[Signature]
Notary Public

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

On the 8th day of January 2018, before me personally appeared W. RICHARDS WOODBURY, to me personally known to be the Manager of WOODBURY MANAGEMENT COMPANY, L.C., known to be the Manager of UNIVERSITY MALL SHOPPING CENTER, L.C., the company that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its articles of organization.



[Signature]
Notary Public

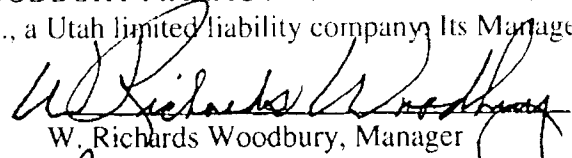
[Handwritten initials]

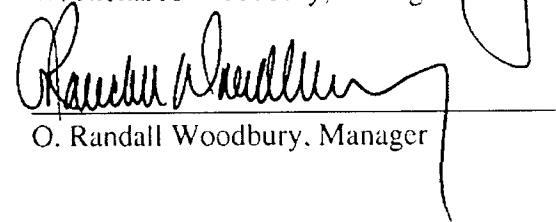
IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on this 22 day of JANUARY ~~2017~~ 2018

Grantor:

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

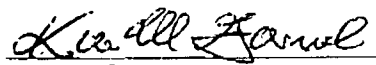
By: WOODBURY MANAGEMENT COMPANY, L.C., a Utah limited liability company, Its Manager

By: 
W. Richards Woodbury, Manager

By: 
O. Randall Woodbury, Manager

Grantee:

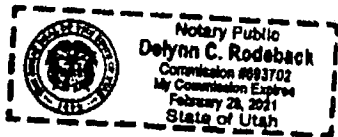
PACIFICORP, an Oregon Corporation, d/b/a Rocky Mountain Power

By: 
KIN CANRICK, Its MANAGER

ACKNOWLEDGEMENT OF GRANTEE

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

On the 28th day of JANUARY 2018, before me personally appeared Kim M. Carrick, to me personally known to be the MANAGER, RIGHT OF WAY of PACIFICORP, 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 said company therein named, and acknowledged to me that such company executed the within instrument pursuant to its bylaws.



[Signature]
Notary Public

[Handwritten initials]

EXHIBIT "A-1"

January 3, 2018
K. Engstrom

**LEGAL DESCRIPTION
RMP EASEMENT
BIG O TIRES
LOT 201**

This legal description describes a portion of Lot 201 of the University Mall Plat A – Lot 201-205 Subdivision (Tax ID No. 57:094:0201), according to the official plat thereof, as recorded November 29, 2017 in the Office of the Utah County Recorder as Entry No. 117896:2017, Map 15792, 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 at a point on the easterly property line of said Lot 201, as shown on said Subdivision, said point being North 89°10'43" West 975.61 feet and South 00°49'17" West 65.70 feet from the east 1/4 corner of said Section 23; thence along said easterly property line South 12.51 feet; thence departing said easterly property line South 86°33'05" West 53.60 feet to the westerly property line of said Lot 201; thence along said westerly property line North 12.51 feet to the northerly property line of said Lot 201; thence along said northerly property line North 86°33'05" East 53.60 feet to the Point of Beginning.

The above-described portion contains 669 square feet or 0.015 acres.

BASIS OF BEARING

South 89°10'43" East, being the bearing of the north line of the Southeast Quarter (SE 1/4) of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian.

End of description.

*Ken Engstrom, P.E.
Professional Engineer
Utah License No. 260810-2203*

EXHIBIT "A-2"

January 3, 2018
K. Engstrom

**LEGAL DESCRIPTION
RMP EASEMENT
BIG O TIRES
LOT 202**

This legal description describes a portion of Lot 202 of the University Mall Plat A – Lot 201-205 Subdivision (Tax ID No. 57:094:0202), according to the official plat thereof, as recorded November 29, 2017 in the Office of the Utah County Recorder as Entry No. 117896:2017, Map 15792, 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 at a point on the northerly property line of said Lot 202, as shown on said Subdivision, said point being North 89°10'43" West 975.61 feet and South 00°49'17" West 65.70 feet from the east 1/4 corner of said Section 23; thence along said northerly property line North 86°33'05" East 5.63 feet; thence continuing along said northerly property line North 85°54'13" East 28.76 feet; thence departing said northerly property line South 12.41 feet; thence South 85°50'32" West 34.40 feet to the westerly property line of said Lot 202; thence along said westerly property line North 12.51 to the **Point of Beginning**.*

The above-described portion contains 427 square feet or 0.010 acres.

BASIS OF BEARING

South 89°10'43" East, being the bearing of the north line of the Southeast Quarter (SE 1/4) of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian.

End of description.

*Ken Engstrom, P.E.
Professional Engineer
Utah License No. 260810-2203*



EXHIBIT "A-3"

January 3, 2018
K. Engstrom

**LEGAL DESCRIPTION
RMP EASEMENT
BIG O TIRES
LOT 204**

This legal description describes a portion of Lot 204 of the University Mall Plat A – Lot 201-205 Subdivision (Tax ID No. 57:094:0204), according to the official plat thereof, as recorded November 29, 2017 in the Office of the Utah County Recorder as Entry No. 117896:2017, Map 15792, 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 at a point on the easterly property line of said Lot 204, as shown on said Subdivision, said point being North 89°10'43" West 1,147.96 feet and South 00°49'17" West 85.98 feet from the east 1/4 corner of said Section 23; thence along said easterly property line South 17.11 feet; thence leaving said easterly property line North 89°08'09" West 13.87 feet; thence North 17.11 feet; thence South 89°08'09" East 13.87 feet to the **Point of Beginning**.*

The above-described portion contains 237 square feet or 0.005 acres.

BASIS OF BEARING

South 89°10'43" East, being the bearing of the north line of the Southeast Quarter (SE 1/4) of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian.

End of description.

*Ken Engstrom, P.E.
Professional Engineer
Utah License No. 260810-2203*

EXHIBIT "A-4"

January 3, 2018
K. Engstrom

**LEGAL DESCRIPTION
RMP EASEMENT
BIG O TIRES
LOT 205**

This legal description describes a portion of Lot 205 of the University Mall Plat A – Lot 201-205 Subdivision (Tax ID No. 57:094:0205), according to the official plat thereof, as recorded November 29, 2017 in the Office of the Utah County Recorder as Entry No. 117896:2017, Map 15792, 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 at a point on the westerly property line of said Lot 205, as shown on said Subdivision, said point being North 89°10'43" West 1,147.96 feet and South 00°49'17" West 85.98 feet from the east 1/4 corner of said Section 23; thence departing said westerly property line South 89°08'09" East 93.43 feet; thence North 58°07'06" East 30.27 feet to the easterly property line of said Lot 205; thence along said easterly property line South 12.51 feet; thence departing said easterly property line South 58°07'06" West 25.63 feet; thence North 89°08'09" West 97.37 feet to the westerly property line of said Lot 205; thence along said westerly property line North 10.00 feet to the Point of Beginning.

The above-described portion contains 1,251 square feet or 0.029 acres.

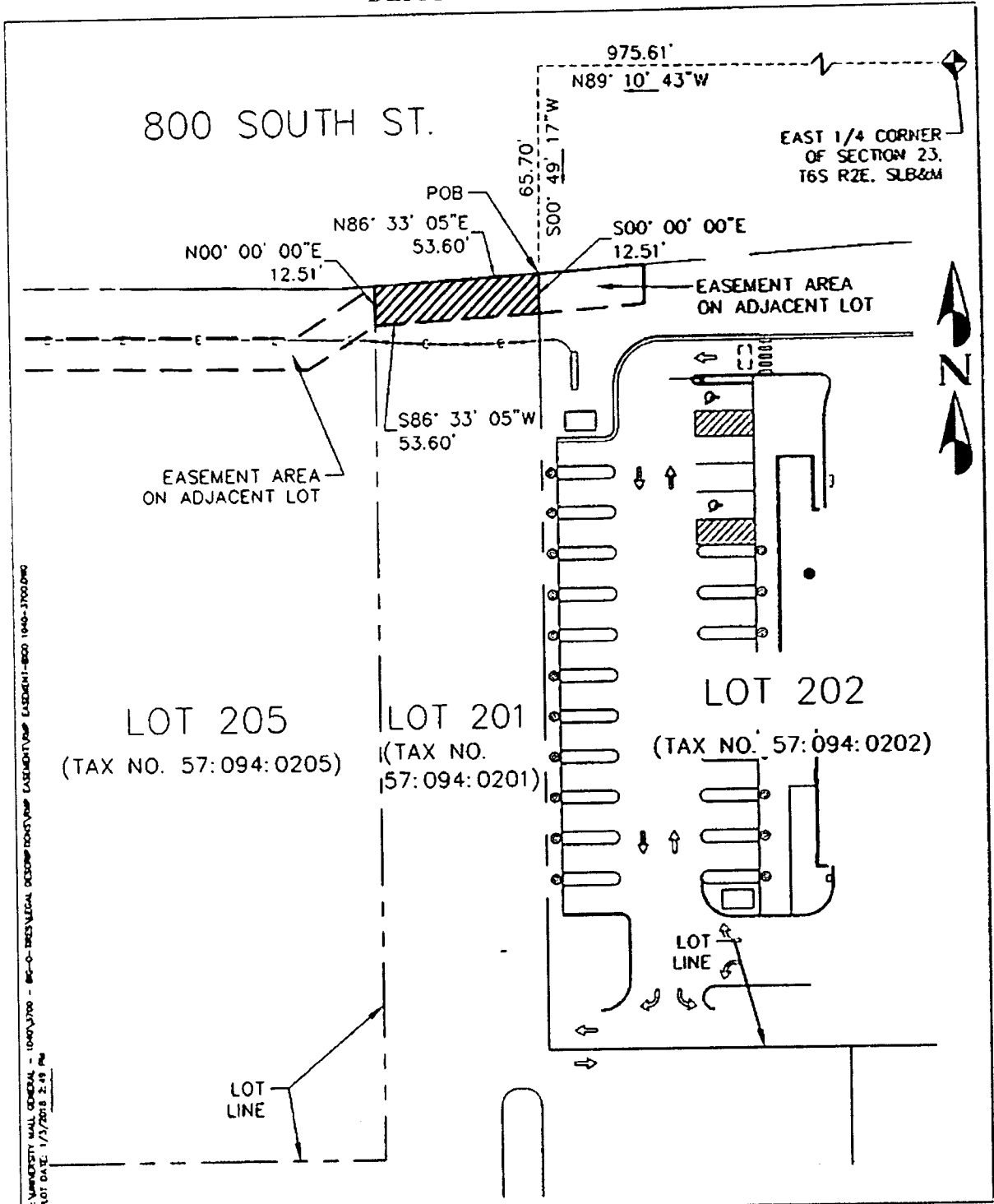
BASIS OF BEARING

South 89°10'43" East, being the bearing of the north line of the Southeast Quarter (SE 1/4) of Section 23, Township 6 South, Range 2 East, Salt Lake Base and Meridian.

End of description.

*Ken Engstrom, P.E.
Professional Engineer
Utah License No. 260810-2203*

EXHIBIT "B-1"
DEPICTION LOT 201



P:\UNIVERSITY MALL GENERAL - 104003700 - BIG O - BIG O LEGAL DESIGN\DOCS\MAP EASEMENT\MAP EASEMENT-800 1040-3700.DWG
 PLOT DATE: 1/3/2018 2:44 PM

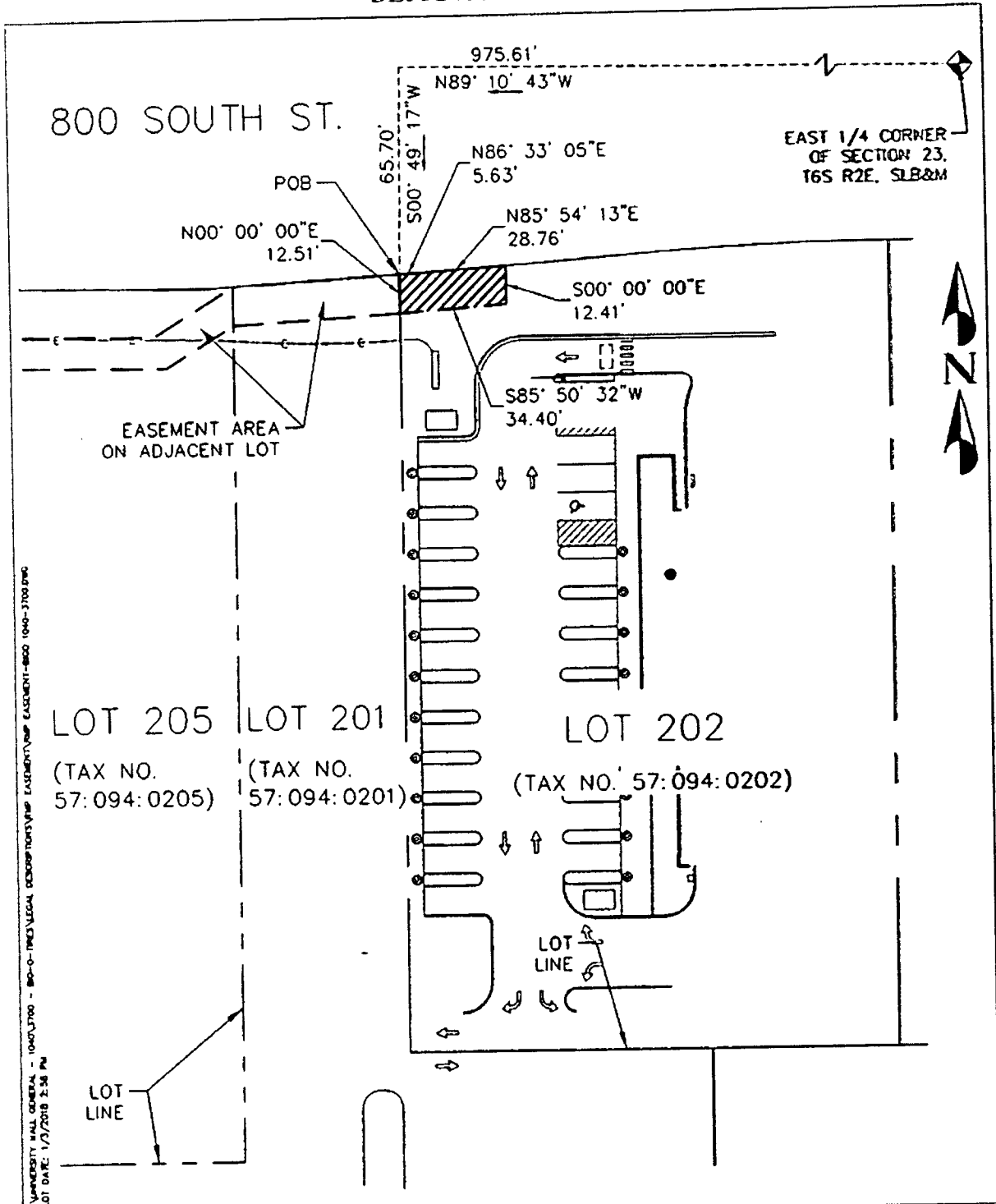
DRAWN BY: K. OGDEN
 DATE: 01/03/2017
 SCALE: 1"=40' (AS SHOWN)
 CITY NO: 1040-3700
 SHEET 1 OF 1

RMP EASEMENT
 BIG O TIRES - LOT 201
 UNIVERSITY PLACE MALL
 SALT LAKE CITY, UT

WOODBURY CORPORATION
 220 EAST NICKEL BL. SUITE 200
 SALT LAKE CITY, UT 84103
 801-465-0200

Handwritten initials

EXHIBIT "B-2"
DEPICTION LOT 202



UNIVERSITY PLACE MALL GENERAL - 104003700 - 80-0-1163 LEGAL DESCRIPTIONS MAP EASEMENTS MAP EASEMENT-800 1040-3700.DWG
PLOT DATE: 1/7/2018 2:38 PM

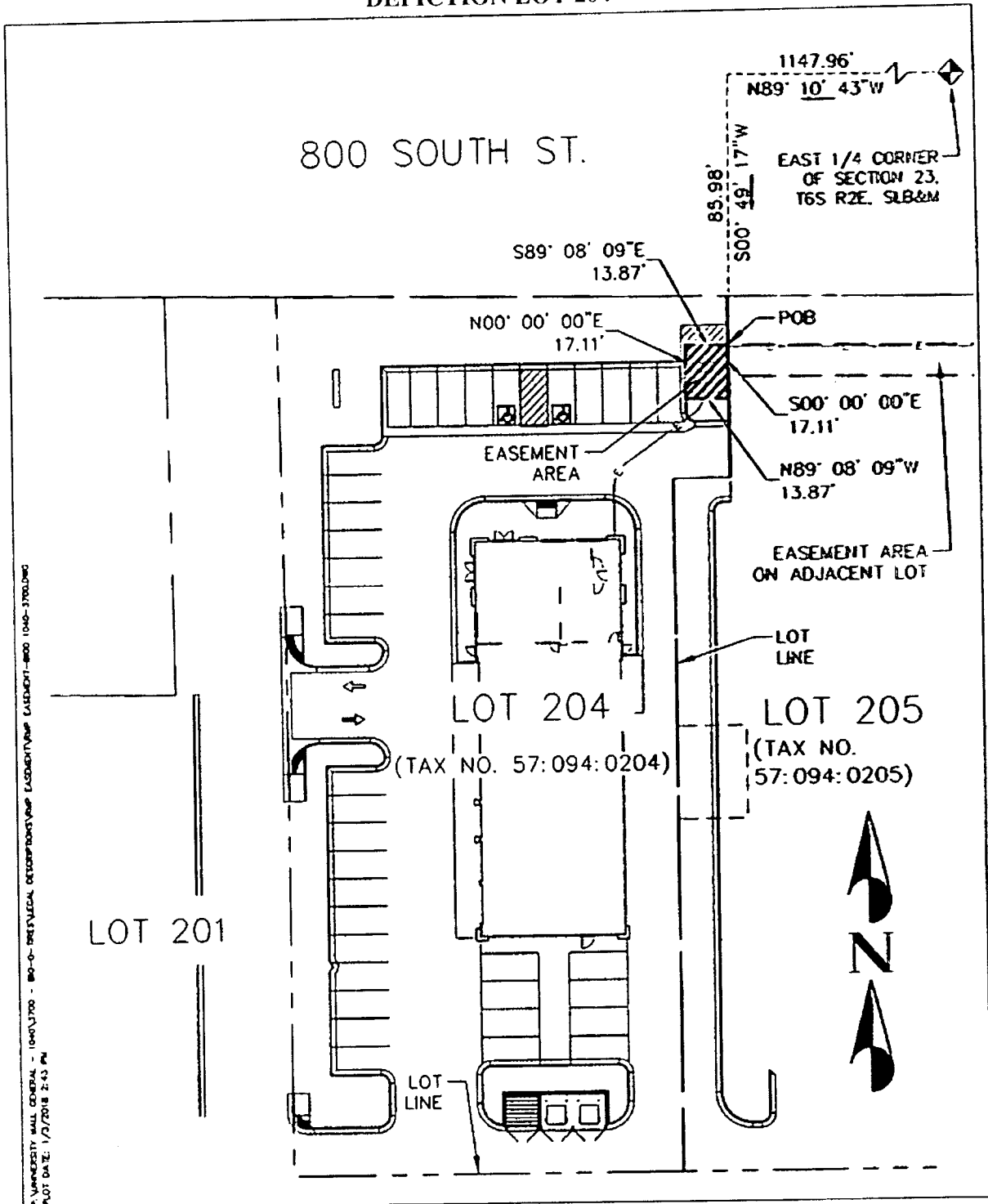
DATE: 1/7/2018
SCALE: 1"=40'-0"
SHEET: 1 OF 1

RMP EASEMENT
BIG O TIRES - LOT 202
UNIVERSITY PLACE MALL
SALT LAKE CITY, UT

WOODBURY CORPORATION

Handwritten initials/signature

EXHIBIT "B-3"
DEPICTION LOT 204



P:\UNIVERSITY MALL GENERAL - 1040\1700 - BIG O - PHYSICAL DESCRIPTIONS\RMP EASEMENT\Map EASEMENT-800 1040-1700.DWG
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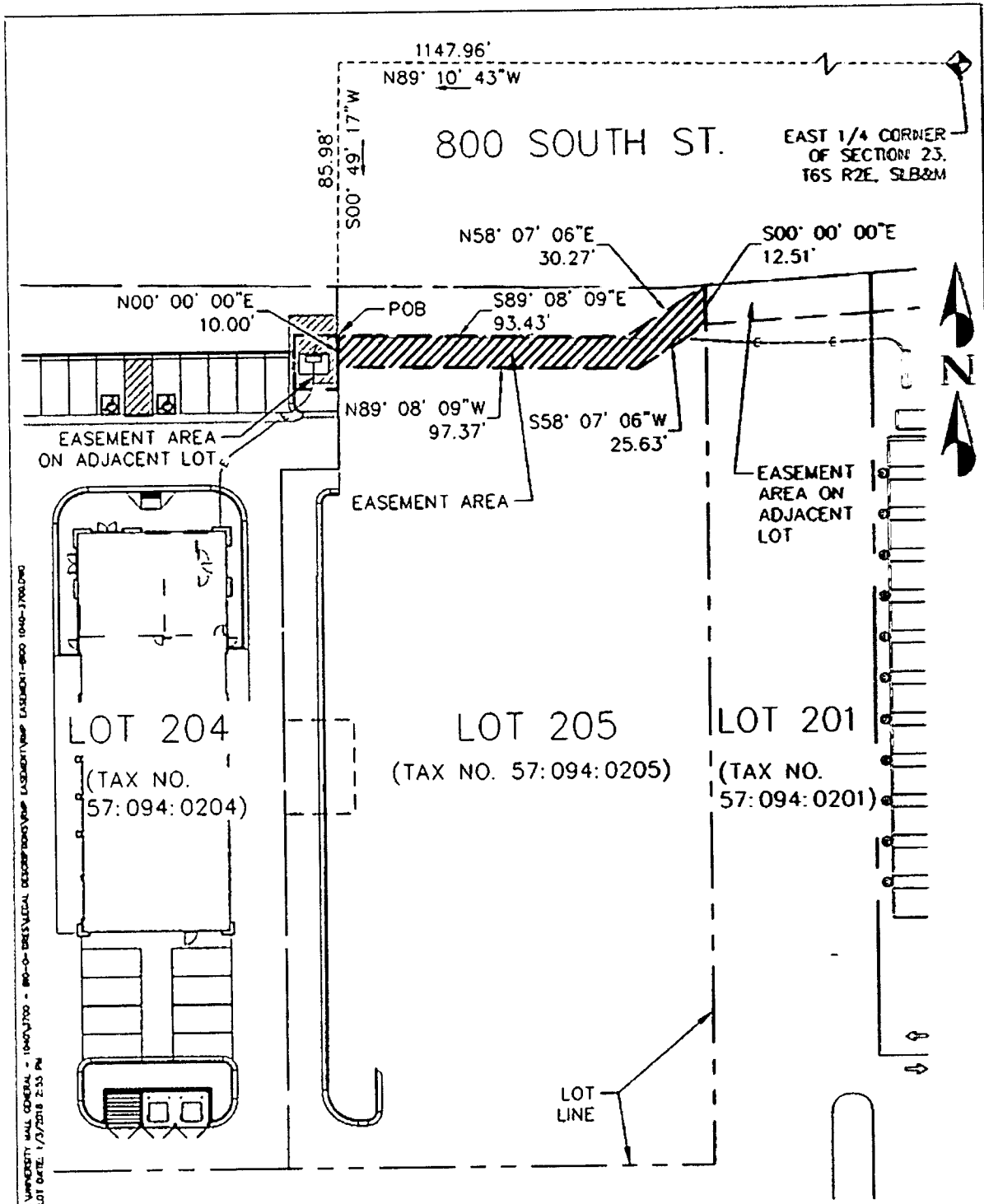
DRAWN BY: K. DICERON
 DATE: 01/03/2018
 SCALE: 1"=40' (3.5"=100')
 CITY NO: 1040-1700
 SHEET: 1 OF 1

RMP EASEMENT
 BIG O TIRES - LOT 204
 UNIVERSITY PLACE MALL
 SALT LAKE CITY, UT

WOODBURY
 CORPORATION

Handwritten initials/signature

EXHIBIT "B-4" DEPICTION LOT 205



DATE: 01/03/2018
SCALE: 1"=40' (PLS. SEE PLAN)
SHEET: 1 OF 1

RMP EASEMENT
BIG O TIRES - LOT 205
UNIVERSITY PLACE MALL
SALT LAKE CITY, UT

WOODBURY CORPORATION

220 WEST 1000 WEST SUITE 200
SALT LAKE CITY, UT 84119
(801) 467-1200

Handwritten signature/initials