

**WHEN RECORDED, RETURN TO:**  
SNELL & WILMER L.L.P.  
Attn: Leeza Evensen  
15 West South Temple, Suite 1200  
Salt Lake City, UT 84101

12933118  
2/12/2019 2:14:00 PM \$16.00  
Book - 10752 Pg - 3276-3279  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
SNELL & WILMER  
BY: eCASH, DEPUTY - EF 4 P.

Affects Parcel No. 27-13-227-022

### DECLARATION OF UTILITY EASEMENT

**THIS DECLARATION OF UTILITY EASEMENT (“Declaration”)** is executed as of the 11th day of February, 2019 (the “**Effective Date**”), by **ST MALL OWNER, LLC**, a Delaware limited liability company (“**Declarant**”).

- A. Declarant owns certain real property located in Sandy City, State of Utah (the “**Property**”); and
- B. Declarant executes this Declaration in order to provide for a certain utility easement on the Property, for the benefit of **PACIFICORP**, an Oregon corporation, dba Rocky Mountain Power (“**Pacificorp**”), in accordance with the terms herein.

**NOW, THEREFORE**, Declarant executes, and shall cause to be recorded, this Declaration, subject to the following terms, conditions, and provisions:

1. **Utility Easement.** Without representation or warranty, Declarant hereby declares for the benefit of Pacificorp, a perpetual, non-exclusive, and continuous utility easement (the “**Easement**”), over, under, and across that certain real property depicted as the “Proposed Rocky Mountain Power Access Easement” on **Exhibit A** attached hereto and described in **Exhibit B** attached hereto (the “**Easement Area**”), for the purposes of installation, construction, maintenance, use, repair, replacement, and removal of electrical power utility lines and facilities, together with the right to enter upon the surface or any portion of the Easement Area to implement the foregoing rights. No overhead lines are authorized by this Declaration.
2. **Use and Enjoyment.** Declarant reserves right to full use and enjoyment of the Easement Area for any purpose not inconsistent with the terms and provisions of this Declaration.
3. **Repair.** Any use of the Easement or acceptance of the benefits thereof shall obligate Pacificorp to exercise reasonable care to avoid damage to the Easement Area and any improvements located thereon; to restore or repair, at Pacificorps’ expense, any damage or disturbance to the Easement Area and any improvements or landscaping on the Easement Area, including without limitation any grass, soil, shrubbery, bushes, flowers, other low level vegetation, sprinkler system, irrigation system, gravel, concrete, or asphalt, that results from such work or use, to the condition existing prior to any such work or use; and to use reasonable efforts to minimize its interference with other activities being conducted on or use being made of the Easement Area and adjacent property.
4. **Runs With The Land.** The terms of this Declaration and the Easement declared hereby shall run with the land. This Declaration shall be binding upon and inure to the benefit of Declarant’s successors-in-title and Pacificorp’s successors.
5. **Miscellaneous.** If any term, provision, or condition contained in this Declaration shall to any extent be deemed invalid or unenforceable, the remainder of the Declaration shall not be affected thereby, and each remaining term, provision, and condition of this Declaration shall be valid and enforceable to the fullest extent permitted by law. This Declaration shall be governed by the laws of the State of Utah, without giving effect to its conflict of laws principles. All references to exhibits shall, unless otherwise expressly provided, be deemed to be references to the exhibits attached to this Declaration. All such exhibits attached hereto are incorporated into this Declaration as though fully set forth herein. The terms and provisions of this Declaration may be amended only by an instrument signed in writing by the Declarant and recorded in the Official Records of Salt Lake County.

*[Signature and Acknowledgement Follow]*

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the day and year first above written.

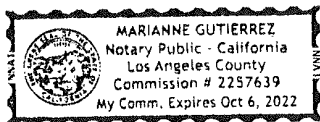
**DECLARANT:**

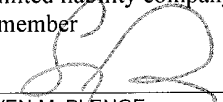
**ST MALL OWNER, LLC,**  
a Delaware limited liability company

By: ST Mall Mezzco, LLC,  
a Delaware limited liability company, its  
sole economic member

By: GS Pacific ST LLC,  
a Delaware limited liability company,  
its sole economic member

By: South Towne Pacific, LLC,  
a Delaware limited liability company,  
its managing member



By:   
Name: STEVEN M. PLENGE  
Title: AUTHORIZED SIGNATORY  
Date: 02/08/19

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

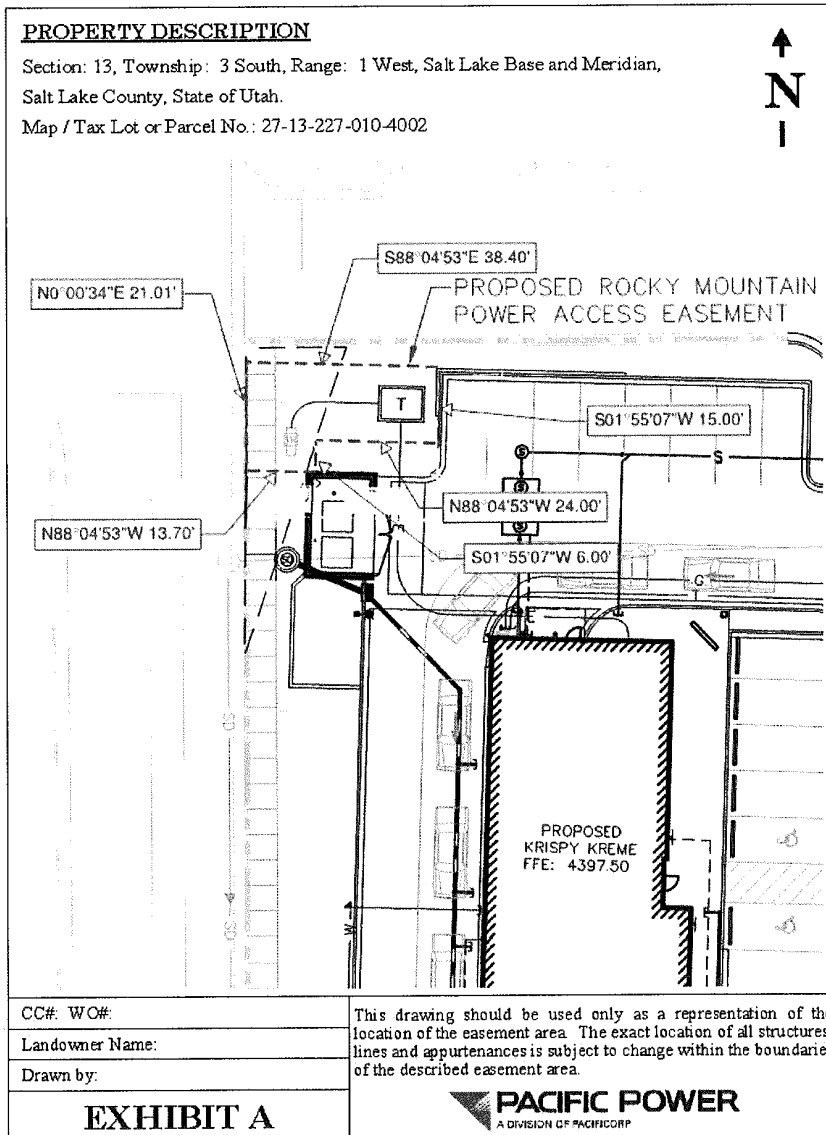
STATE OF CALIFORNIA )  
 )  
 ) :SS  
COUNTY OF LOS ANGELES )

On 2/11/2019, 2018 before me, MARIANNE GUTIERREZ, NOTARY PUBLIC, personally appeared STEVEN PLENGE personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument, and acknowledged to me that ~~he~~ she/they executed the same in ~~his~~ her/their authorized capacity(ies), and that by ~~his~~ her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument. WITNESS my hand and official seal.

Signature Marianne Gutierrez  
Notary Public



**EXHIBIT A TO DECLARATION OF UTILITY EASEMENT**  
**[Depiction of the Easement Area]**



**EXHIBIT B TO DECLARATION OF UTILITY EASEMENT**  
**[Description of the Easement Area]**

**PROPERTY DESCRIPTION KRISPY KREME**

A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN, BEING EVEN MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SECTION 13, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SALT LAKE BASE AND MERIDIAN (BASIS OF BEARING BEING SOUTH 00°01'50" EAST 2599.00 FEET ALONG THE MONUMENT LINE OF STATE STREET BETWEEN THE MONUMENTS FOUND MARKING THE INTERSECTIONS OF 10600 SOUTH AND 10200 SOUTH STREETS), SAID EAST QUARTER CORNER OF SECTION 13 BEING NORTH 87°49'05" WEST, 135.08 FEET FROM THE MONUMENT AT THE INTERSECTION OF 10600 SOUTH AND STATE STREET, THENCE NORTH, 258.02 FEET; THENCE WEST, 290.44 FEET TO THE POINT OF BEGINNING, SAID POINT BEING SOUTH 00°00'34" WEST, 3.83 FEET FROM THE NORTH WEST CORNER OF THE PROPERTY; THENCE SOUTH 88°04'53" EAST, 38.40 FEET; THENCE SOUTH 01°55'07" WEST, 15.00 FEET; THENCE NORTH 88°04'53" WEST, 24.00 FEET; THENCE SOUTH 01°55'07" WEST, 6.00 FEET; THENCE NORTH 88°04'53" WEST, 13.70 FEET, TO THE WEST PROPERTY LINE; THENCE NORTH 00°00'34" EAST, 21.01 FEET ALONG SAID PROPERTY LINE TO THE POINT OF BEGINNING.

CONTAINS: 655.05 SQUARE FEET OR .015 ACRES

CC#: WO#:

Grantor Name:

**EXHIBIT B**



**PACIFIC POWER**

A DIVISION OF PACIFICORP