



ENT 1999:2023 PG 1 of 6  
ANDREA ALLEN  
UTAH COUNTY RECORDER  
2023 Jan 11 4:32 pm FEE 40.00 BY AR  
RECORDED FOR DOMINION ENGINEERING

REV05042015

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

Project Name: ORE15 MCDONALDS USA 90KW 3PH 650E 800S  
WO#: 8225024

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, University Mall Shopping Center, L.C., a Utah limited liability company (“**Grantor**”), hereby grants Rocky Mountain Power, an unincorporated division of PacifiCorp its successors and assigns (“**Grantee**”), an easement for a right of way 10 feet in width and 80 feet in length, 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 (“**Facilities**”) 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:

Legal Description: LOT 205, PLAT A, UNIVERSITY MALL LOTS 201-205 (the “**Easement**”)

Assessor Parcel No. 57:094:0205

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 Easement. 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.

All Facilities shall be located underground by Grantee except those minimally necessary for the operation of the Facilities that must be placed above ground. Within thirty (30) days of the completion of Grantee's initial construction, Grantee shall provide Grantor with an as-built depiction of the Facilities.

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.

Grantee and Grantor shall agree to defend, protect, indemnify and hold harmless each other and their affiliates, trustees, directors, officers, employees and agents, and their respective successors and assigns, from and against all claims or demands, including any action or proceedings brought thereon, and all costs, losses, expenses and liability of any kind relating thereto, including reasonable attorneys' fees and cost of suit, caused by their respective negligence or intentional acts and arising out of their use of the easement.

Grantor reserve the right to terminate this easement if Grantee does not use the property for the purposes for which this easement has been granted.

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 over and across said right-of-way, so long as said improvements do not damage or interfere with the Facilities.

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

Notwithstanding any term within this right of way easement to the contrary: (1) Grantee may not change the route of the easement granted herein, may not materially modify the Facilities to the detriment of Grantor's use of the surface of the right of way Easement, and may not allow, permit, or grant access to another utility or third party to enter Grantor's property hereunder or use the right of way easement herein granted for any use other than electrical power transmission, distribution, and communication lines; (2) to accommodate Grantor's future needs (for example, without limitation, addition of towers, water tanks, or other Grantor facilities), Grantee shall relocate the Facilities to a location on the tax parcel acceptable to Grantor, at Grantor's sole cost and expense; (3) the Easement shall contain only those Facilities strictly necessary for a single electrical power transmission line and no additional electrical power transmission lines or other Facilities or lines which are not strictly necessary for the first electrical power transmission line shall be placed within the Easement without Grantor's consent, which may be granted or withheld in Grantor's sole discretion.

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.

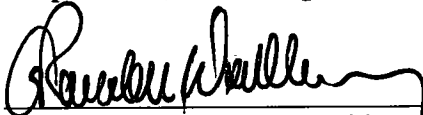
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**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:   
\_\_\_\_\_  
Scott Bishop, CFO

ACKNOWLEDGMENTS

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

On the 30<sup>th</sup> day of December 2022, 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 Steele  
Notary Public

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

On the 5<sup>th</sup> day of January 2023 before me personally appeared Scott Bishop, to me personally known to be the CEO 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 Steele  
Notary Public

WB

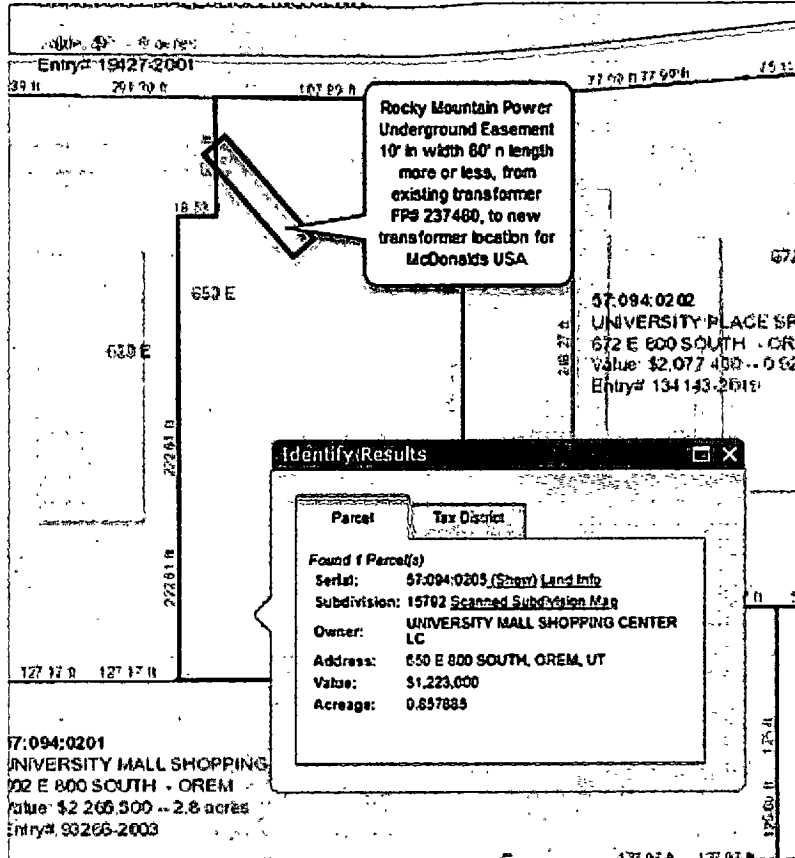
**EXHIBIT A**

*[Exhibit "A" Begins on Following Page]*

A handwritten signature or mark, possibly initials, located in the bottom right corner of the page.

**Property Description**

Quarter: \_\_\_\_\_ Quarter: E1/4 Section: 23 Township 6S (N or S),  
 Range 2E (E or W), SLB & Meridian  
 County: Utah State: Utah  
 Parcel Number: 57:094:0205



Identify Results

Parcel	Tax District
Found 1 Parcel(s)	
Serial: 57:094:0205 (Show Land Info)	
Subdivision: 15702 Scanned Subdivision Map	
Owner: UNIVERSITY MALL SHOPPING CENTER LC	
Address: 650 E 800 SOUTH, GREM, UT	
Value: \$1,223,000	
Acreage: 0.657885	

CC#: 11421 WO#: 8225024

Landowner Name: University Mall Shopping Center LLC

Drawn by: Jim Evans

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: Not to scale