

**WHEN RECORDED, MAIL TO:**

Buffi Morris /SG  
Rocky Mountain Power  
North Temple Office Rm. 110  
1407 West North Temple  
Salt Lake City, UT 84116  
*Row Project Dist. to Komas  
Ft Douglas*

11632780  
05/02/2013 12:47 PM \$16.00  
Book - 10134 Pg - 5087-5090  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
ROCKY MOUNTAIN POWER  
ATTN: LISA LOUDER  
1407 W NORTH TEMPLE STE 110  
SLC UT 84116-3171  
BY: LDT, DEPUTY - WI 4 P.

**GRANT OF EASEMENT**

UNIVERSITY OF UTAH, a body corporate and politic of the State of Utah, hereinafter referred to as GRANTOR, hereby conveys and grants to PACIFICORP, a corporation of the State of Oregon, dba Rocky Mountain Power, in the State of Utah, hereinafter referred to as GRANTEE, a perpetual right of way and easement (the "Easement") for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets ingress and egress, including that of Grantee's utility and construction vehicles and equipment, over and across the property situated in Salt Lake County, State of Utah, and described as follows:

An easement of varying widths situate in the North half of Section 10, Township 1 South, Range 1 East, Salt Lake Base and Meridian, Salt Lake County, Utah. The Centerline of said easement being described as follows:

Beginning at a point 2.50 feet perpendicularly distant southerly from the southerly right of way line of Komas Drive, which point is 3581.66 feet S.85°24'21"W from the Northeast Corner of said Section 10, and running thence having an easement width 5.00 feet, 2.50 feet on each side and running parallel with and 2.50 feet perpendicularly distant from said right of way 84.52 feet northwesterly along the arc of a curve to the right with a radius of 403.31 feet (chord bears N.61°07'22"W 84.37 feet) to a point 14.50 feet perpendicularly distant southeasterly from the center of a 26.00 foot access road; thence, having an easement width 17.00 feet, 8.50 feet on each side and running parallel with and 14.50 feet perpendicularly distant from said access road the following four courses; (1) thence S.41°00'00"W 99.32 feet to a 376.50 foot radius curve to the right, (2) thence southwesterly along the arc of said curve 124.85 (chord bears S.50°30'00"W 124.28 feet); (3) thence S.60°00'00"W 291.12 feet to point 'A'; (4) thence S.60°00'00"W 148.75 feet and terminating. Also beginning at point 'A' as described above and running thence S.29°57'18"E 15.00 feet and terminating.

Containing 11,809 square feet or 0.271 acres, more or less. Basis of Bearings from record of survey recorded in Salt Lake County Surveyor's office as S2006-11-0908

**Assessor Parcel No's.**

**16-10-126-002**

This Grant of Easement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. This Grant of Easement is 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 the parties. Nothing in this Grant of Easement is intended to create an enforceable right, claim or cause of action by any third party against any party hereunder.

Grantor reserves the right to require relocation of said lines upon Grantor's property if the use of the property by the Grantor requires such relocation provided that the cost of relocation shall be at the expense of Grantor. Grantor further agrees to provide Grantee a new location upon Grantor's property in the event of such relocation.

This Easement and related rights of access shall terminate in the event Grantee (or its successors) removes its power lines, communication lines and other facilities from the Easement Area or otherwise ceases to use the Easement for a period of five (5) consecutive years, provided such cessation of use does not arise from a Public Service Commission of Utah or other jurisdictional entity's order temporarily suspending service for whatever reason including tariff requirements. In such event the period of time during such temporary suspension is in effect shall not be counted as the period of non-use by the Grantee.

This Grant of Easement shall be governed by and construed in accordance with the laws of the State of Utah and shall be recorded in the official records of the Salt Lake County, Utah, Recorder. If any action is brought because of any breach of or to enforce or interpret any of the provisions of this Grant of Easement, the party prevailing in such action shall be entitled to recover from the other party reasonable attorneys' fees' and court costs incurred in connection with such action, the amount of which shall be fixed by the court and made a part of any judgment rendered.

Subject to the other provisions of this paragraph, each party will defend and indemnify and hold harmless the other party from and against liability, damage, loss, costs, and expenses, including attorneys' fees, on account of injury or damage to persons or property caused by any negligent act or omission of such indemnifying party or by its agents or employees in connection with this Grant of Easement. Grantor is a governmental entity of the State of Utah and is subject to the Utah Governmental Immunity Act of the Utah Code, Section 630-7-101 et seq. 1953 (as amended) (hereinafter, the "Act"). Nothing in this Grant of Easement shall be construed to be a waiver by the Grantor of the protections, rights, or defenses applicable to Grantor under the Act. It is not the intent of either Grantor or Grantee to incur by contract any liability for the negligent operations, acts, or omissions of the other party or any third party and nothing in this Grant of Easement shall be so interpreted or construed. Without limiting the generality of the foregoing, the obligations of the Grantor contained in the first sentence of this paragraph are subject to the Act and are limited to the amounts established in Section 630-7-604 of the Act. The failure of either to insist upon strict performance of any of the terms, covenants or conditions of this Grant of Easement shall not be deemed a waiver of any rights or remedies that said person may have, and shall not be deemed a waiver of any subsequent breach or default of this Grant of Easement by the same or any other person. This Grant of Easement may not be modified except with the consent of the Grantor and Grantee, or their successors in interest, and then only by

written instrument duly executed and acknowledged and recorded in the official real estate records of Salt Lake County, Utah.

To the fullest extent permitted by law, Grantor and Grantee each 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 easement. Grantor and Grantee 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.

This Grant of Easement contains the entire agreement between the parties and supersedes all prior agreements, oral or written, with respect to the subject matter hereof and shall be construed as a whole and not strictly for or against any party. In the event that any provision of this Grant of Easement shall be held invalid and unenforceable, such provision shall be severable from, and such invalidity and unenforceability shall not be construed to have any effect on, the remaining provisions of this Grant of Easement.

IN WITNESS HEREOF, the parties have executed this Grant of Easement as of the date first written above.

**GRANTOR:**

University of Utah, a body corporate  
and politic of the State of Utah

By: Arnold B. Combe

Name Arnold B. Combe

Title: Vice President for Administrative Services

**GRANTEE:**

PACIFICORP, an Oregon Corporation

By: Mark C. Moench

Name: MARK C. MOENCH

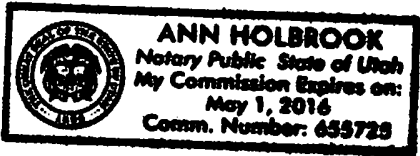
Title: SVP & GC

{Acknowledgement page follows}

**ACKNOWLEDGEMENT**

STATE OF UTAH                    )  
  :SS  
COUNTY OF Salt Lake )

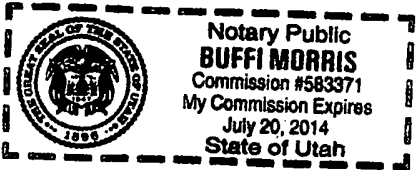
On the 13 day of December, 2012, this instrument was acknowledged before me by Arnold B. Combe, the Vice President of the UNIVERSITY OF UTAH, a body corporate and politic of the State of Utah.



Anne Holbrook  
Notary Signature and Seal

STATE OF UTAH                    )  
  :SS  
COUNTY OF Salt Lake )

On the 20<sup>th</sup> day of December, 2012, this instrument was acknowledged before me by Mark Moench, the Senior Vice President of PACIFICORP, an Oregon corporation.



Buffi Morris  
Notary Signature and Seal