

ER-82-793

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BOOK 2796 PAGE 119

Recorded OCT 7 1969 at 9:30 a.m.  
Request of Ed. H. H. Co. Inc.  
Fee Paid HAZEL TAGGART CHASE  
Recorder, Salt Lake County, Utah  
\$ 4.00 By [Signature] Deputy  
Ref: \_\_\_\_\_

EASEMENT GRANT

UNIVERSITY OF UTAH, a body corporate and politic, Grantor, for the sum of Ten Dollars (\$10.00) and other good and valuable considerations, hereby grants and conveys to UTAH POWER & LIGHT COMPANY, a corporation, Grantee, the following:

1. An easement for the erection and continued maintenance, repair, alteration and replacement of the electric transmission, distribution and telephone circuits of the Grantee and 10 guy anchors and 32 poles with the necessary guy, stubs, crossarms and other attachments thereon or affixed thereto for the support of said circuits to be erected and maintained upon and across the premises of the Grantor in Salt Lake County, Utah, along a line described as follows:

Beginning at the east boundary line of Medical Center Substation at a point North 38° 30' 54" West 306.36 feet from University of Utah Monument U-45, as shown on Drawing No. A-2700, Sheet 23, entitled Monument Sheet and Block Layout, and on file at the Dept. of Physical Plant and Operations at the University of Utah, (said Monument U-45 being 1595.4 feet north and 4287.48 feet east from the northwest corner of Section 4, Township 1 South, Range 1 East, S.L.M.); thence North 58° 13' East 24.25 feet; thence South 83° 09' East 1179 feet; thence South 44° 14' East 3599 feet; thence South 27° 58' West 2895 feet; thence South 40° 23' West 1920 feet; thence South 30° 34' East 2182 feet to the south boundary line of the Grantor's land and being in Lot 13 of Section 33, Township 1 North, Range 1 East, S.L.M., and Lots 9 and 10 of Section 34, Township and Range aforesaid and in Section 3, 4 and 10, Township 1 South, Range 1 East, S.L.M.

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Together with all rights of ingress and egress necessary or convenient for the full and complete use, occupation and enjoyment of the easements hereby granted, and all rights and privileges incident thereto, including the right to cut and remove timber, trees, brush, overhanging branches and other obstructions which may injure or interfere with the Grantee's use, occupation or enjoyment of this easement.

TO HAVE AND TO HOLD each of the foregoing easements for a period of fifty (50) years and for as long thereafter as the Grantor shall take electric service from the Grantee through said electric substation.

In the event the substation or transmission line facilities as installed must be changed as a result of future legislation or conduct by third parties over which the University has no control, the Grantee shall at its expense move the structures to another location unless Grantee is successful in causing the responsible third parties to pay for said expenses. In the event the substation or transmission line facilities as installed are changed at the will or desire of the Grantor, Grantor shall at its own expense move said structures to another location on said premises which is mutually agreeable to the said parties.

This easement grant is given in place of and supersedes a prior easement grant dated the 11th day of July, 1963, and recorded in the office of the County Recorder of Salt Lake County, State of Utah, on January 20, 1964, in Book 2145, at Pages 223, 224 and 225.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed by its duly authorized officers this 8th day of August 1969.

UNIVERSITY OF UTAH

By Edward W. Albee  
Chairman, Institutional Council

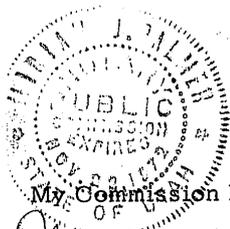
Attest:

Pamela D. Larson  
Secretary



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

On the 8<sup>th</sup> day of August, 1969, personally appeared before me Edward W. Clyde, who by me being duly sworn did say that he is the Chairman of the Institutional Council of the University of Utah, a body politic and corporate, and that the foregoing instrument was signed on behalf of the University of Utah by authority of a resolution of its Institutional Council, and the said Edward W. Clyde acknowledged to me that the University of Utah executed the same.



Miriam J. Palmer  
NOTARY PUBLIC  
Residing at Salt Lake City, Utah

My Commission Expires:

November 22, 1972