

BOOK 2839 PAGE 512

2325084

EASEMENT GRANT

Recorded MAR 20 1970 at 11:44A m.
Request of U. P. & L. CO.
Fee Paid HAZEL TAGGART CHASE
Recorder, Salt Lake County, Utah
\$ 4.00 By *[Signature]* Deputy
Ref. P.O. Box 899 84110

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 AND LIGHT COMPANY, a corporation, Grantee, the following:

An easement and right of way to construct, reconstruct, operate, maintain and repair over, under and across property of the Grantor in Salt Lake County, State of Utah, an underground duct line, along a line described as follows:

Beginning at a southwesterly boundary line of the Grantor's land at a point 1257 feet south and 980 feet east, more or less, from the northwest corner of Section 10, T. 1 S., R. 1 E., S.L.M., thence N. 30° 31' W. 1734 feet, thence N. 33° 22' W. 320 feet, thence N. 35° 14' W. 88 feet to a northwesterly boundary fence of said land and being in said Section 10 and Sections 3 and 4, Township and Range aforesaid, being within the boundaries of the University of Utah, consisting of two 5" plastic duct lines and seven 4' x 4' concrete pull boxes.

Together with all necessary and reasonable rights of ingress and egress and to excavate and refill ditches and trenches for the location and repair of said facilities and to remove trees, shrubbery, undergrowth or other obstructions interfering with the repair and maintenance of said underground facilities; and Grantee by the acceptance of this Easement agrees to restore the premises to its prior existing condition as near as may be following any entry under the terms of this easement.

In the event the underground duct line and transmission 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 facilities to another location unless Grantee is successful in causing the responsible third parties to pay for said expenses. In the event the underground duct line and transmission facilities as installed are changed at the will or desire of the Grantor, Grantor shall at its own expense move said facilities to another location on said premises which is mutually agreeable to the said parties.

The Grantee agrees to indemnify and save harmless the Grantor from any damage or loss resulting from the use, maintenance or disrepair of the aforementioned easement.

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IN WITNESS WHERE, the Grantor has caused this Easement to
be executed on its behalf this 29 day of
Jan, 1970.

UNIVERSITY OF UTAH

By Edward W. Clyde

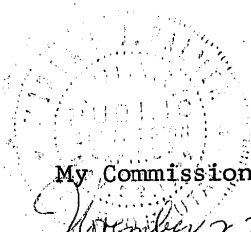
Attest:

Roy D. Swasey
Secretary

RECORDED
INDEXED
Jan

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

On the 29th day of January, 1970, 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.



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

My Commission Expires:

November 22, 1972