

BURTON D. MAXFIELD  
UTAH POWER & LIGHT CO.  
Property Services Dept. Suite 110  
1407 West North Temple, Salt Lake City, Utah 84140

6169841

PN 3609765  
FN 65270

RIGHT OF WAY AND EASEMENT GRANT

THE UNIVERSITY OF UTAH, a body corporate and politic of the State of Utah, Grantor, hereby conveys and warrants to UTAH POWER & LIGHT COMPANY, a corporation its successors and assigns, Grantee, for the sum of One Dollar (\$1.00) and other valuable consideration, a perpetual easement and right of way for the construction, operation and continued maintenance, repair, alteration, inspection, relocation and replacement of electric transmission and distribution circuits of the Grantee, with the necessary poles, towers, stubs, guys, cross arms, braces and other attachments affixed thereto, for the support of said circuits, on, over and across real property located in Salt Lake County, Utah, described as follows:

A right of way 20 feet in width, being 10 feet on each side of the following described survey line:

Beginning on the westerly boundary line of the Grantor's land, said westerly boundary line also being the easterly right of way line of Foothill Drive, State Highway #186, at a point 1230 feet south and 1030 feet east, more or less, from the northwest corner of Section 10, T.1S., R.1E., S.L.M., thence S. 81°32' E. 160 feet, more or less, thence N. 23°09' E. 42 feet to the face of the Evans & Sutherland Substation rack on said land and being in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 10, containing 0.09 of an acre, more or less.

A right of way 10 feet in width, being 5 feet on each side of the following described survey line:

Beginning at the northeasterly boundary fence of the Grantor's land, said fence also being the southwesterly right of way fence of Foothill Drive, State Highway #186, at a point 1160 feet south and 708 feet east, more or less, from the northwest corner of Section 10, T.1S., R.1E., S.L.M., thence N. 77°45' W. 46 feet, more or less, on said land and being in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 10, containing 0.02 of an acre, more or less.

Beginning at a new pole in the first above described survey line on the Grantor's land at a point 1243 feet south and 1180 feet east, more or less, from the northwest corner of Section 10, T.1S., R.1E., S.L.M., thence S. 23°09' W. 64 feet on said land and being in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 10, containing 0.01 of an acre more or less.

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CO. RECORDED

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Beginning at a new pole in the first above described survey line on the Grantor's land at a point 1243 feet south and 1180 feet east, more or less, from the northwest corner of Section 10, T.1S., R.1E., S.L.M., thence S. 81°32' E. 55 feet on said land and being in the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of said Section 10, containing 0.01 of an acre, more or less.

Total area 0.13 of an acre, more or less.

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

This easement is granted subject to the following conditions and limitations:

1. Grantee shall construct, maintain and repair its said facilities and everything relating thereto without cost or expense to the Grantor and in such a manner as shall not unduly interfere with the operation of the Grantors.
2. By acceptance of this easement and right of way grant, Grantee agrees to indemnify and save harmless the Grantor from any and all loss, damage, expense, claims or demands resulting from negligence of Grantee in the construction, repair, maintenance, replacement, or operation of Grantee's facilities hereunder.
3. The Grantor reserves the right to substitute a new easement location if, in the opinion of Grantor, such relocation is necessary; however, should the Grantor so elect to make such a substitution, the cost of relocating Grantee's facilities shall be paid in full by Grantor and a new and suitable easement shall be provided Grantee at no cost to Grantee.
4. In the event Grantee's facilities as installed must be changed as a result of future legislation or conduct by third parties over which the Grantor 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 expense.



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09/20/95 10:55 AM 17.00  
NANCY WORKMAN  
RECORDER, SALT LAKE COUNTY, UTAH  
UTAH POWER & LIGHT  
REC BY:Z JOHANSON ,DEPUTY - WI

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