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

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09/11/2019 12:17 PM \$40.00  
Book - 10828 Pg - 3271-3274  
RASHELLE HOBBS  
RECORDER, SALT LAKE COUNTY, UTAH  
SOUTH JORDAN CITY  
1600 W TOWNE CENTER DR.  
SOUTH JORDAN UT 84095  
BY: DSA, DEPUTY - WI 4 P.

Project Name: Gardner Daybreak Office 1  
WO#: 066631300  
RW#:

**UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, the University of Utah, a body politic and corporate of the State of Utah, as ground lessor, and Gardner-Daybreak Office 1, L.C., a Utah limited liability company, as ground lessee, (collectively "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 1,346 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 on, across, or under the surface of the real property of Grantor in **Salt Lake** 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:

Beginning at a point being North 89°56'03" West 7,368.45 feet along the Daybreak Baseline South (Basis of bearings is South 89°56'03" East 21,225.293 feet from the Southwest Corner of Section 22, T3S, R2W and the Southeast Corner of Section 19, T3S, R1W) and North 1,261.76 feet from the Southeast Corner of Section 19, Township 3 South, Range 1 West, Salt Lake Base and Meridian, said point also being South 89°58'42" East 596.04 feet along the section line and North 1,257.49 feet from the South Quarter Corner of Section 24, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

- thence North 36°32'54" West 125.13 feet;
- thence North 53°27'06" East 10.00 feet;
- thence South 36°32'54" East 115.13 feet;
- thence North 53°27'06" East 341.00 feet;
- thence North 36°32'54" West 34.38 feet;

thence Northeasterly 80.11 feet along the arc of a 51.00 foot radius curve to the right (center bears North 53°27'06" East and the chord bears North 08°27'05" East 72.12 feet with a central angle of 89°59'59");  
thence North 53°27'06" East 67.00 feet;  
thence South 36°32'54" East 10.00 feet;  
thence South 53°27'06" West 67.00 feet;  
thence Southwesterly 64.40 feet along the arc of a 41.00 foot radius curve to the left (center bears South 36°32'55" East and the chord bears South 08°27'05" West 57.98 feet with a central angle of 89°59'59");  
thence South 36°32'54" East 44.38 feet;  
thence South 53°27'06" West 361.00 feet to the point of beginning.

Contains 6,498 Square Feet or 0.149 Acres

Assessor Parcel No. 26244000250000

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. Subject to the foregoing limitations, Grantor reserves the right to construct, use, and maintain across, over and/or under the right of way all facilities that it may choose, provided such use shall not unreasonably interfere with the purposes for which this right of way has been granted.

Grantor reserves the right to substitute a new easement location if, in the opinion of Grantor, such relocation is necessary; however, should Grantor elect to make such a substitution, the cost of relocating Grantee's facilities shall be paid in full by Grantor and a new substitute easement shall be provided to Grantee at no cost to Grantee.

Grantee agrees to indemnify and hold harmless Grantor from any and all loss, damage, expense, claims or demands resulting from the negligence of Grantee in connection with its use of the easement or the construction, operation, maintenance, repair, relocation or replacement of Grantees facilities on the right of way.

In the event Grantee should no longer use the easement for the purposes for which this easement has been granted for a period of two years, the easement will revert back to Grantor.


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

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\_\_.

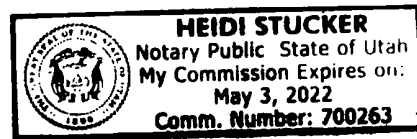
“GRANTOR”

THE UNIVERSITY OF UTAH  
a body and politic of the State of Utah

  
\_\_\_\_\_

Name: Patricia A. Ross, Chief Business Strategy Officer

STATE OF UTAH                    )  
                                          ) ss.  
County of Salt Lake            )



On this 30 day of August, 2019, before me, the undersigned Notary Public in and for said State, personally appeared Patricia A. Ross, known or identified to me to be the Chief Business Strategy Officer of the University of Utah who executed the instrument on behalf of the University of Utah, and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
\_\_\_\_\_  
(notary signature)

NOTARY PUBLIC FOR UTAH (state)  
Residing at: SALT LAKE (city, state)  
My Commission Expires: 5/3/2022 (d/m/y)

GARDNER-DAYBREAK OFFICE 1, L.C.  
a Utah limited liability company, by its manager  
KC Gardner Company, L.C., a Utah limited liability company

[Handwritten Signature]

Name: Christian Gardner

STATE OF UTAH                    )  
                                          ) ss.  
County of Salt Lake            )

On this 11 day of SEPTEMBER, 2019, before me, the undersigned Notary Public in and for said State, personally appeared CHRISTIAN GARDNER, known or identified to me to be a manager of KC Gardner Company, L.C., a Utah limited liability company, the manager of GARDNER-DAYBREAK OFFICE 1, L.C., a Utah limited liability company who executed the instrument on behalf of Gardener-Daybreak Office 1, L.C., and acknowledged to me that said entity executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Handwritten Signature]  
(notary signature)



NOTARY PUBLIC FOR UTAH (state)  
Residing at: DAVIS COUNTY, UT (city, state)  
My Commission Expires: 10.16.20 (d/m/y)