

When Recorded Please return to:

Rocky Mountain Power
 Attention: Gary Montanez /Dave ESS
 1569 West North Temple
 Salt Lake City, UT 84116

Project Name: University of Utah Tract Number:
 WO#: 5277506
 RW#:

10719445
 06/03/2009 01:05 PM \$18.00
 Book - 9731 Pg - 2565-2569
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: CDC, DEPUTY - WI 5 P.

EASEMENT

The University of Utah, a body politic and corporate of the State of Utah ("Grantor"), hereby conveys to PacifiCorp, an Oregon Corporation, d/b/a/ **Rocky Mountain Power**, its successors and assigns ("Grantee"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a perpetual right of way and easement for the construction, reconstruction, operation, maintenance, repair, replacement, removal, and inspection of the following equipment and fixtures of Grantee (the "Facilities"), over, under, across and through certain real property situated in Salt Lake County, State of Utah, and more particularly described on Exhibit A attached hereto, 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 the right to cut and remove trees, brush, overhanging branches, shrubbery, undergrowth or other obstructions interfering with the construction, reconstruction, operation, maintenance, repair, replacement, removal, and inspection repair and maintenance of Grantee's Facilities, all subject to the terms, conditions, and limitations set forth below:

Underground electric transmission and distribution circuits of the Grantee, with the necessary transformers, transformer pads, pull boxes, service pedestals and other facilities related thereto.

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

1. Grantee shall construct, maintain and repair its Facilities and everything relating thereto without cost or expense to the Grantor and in such a manner as shall not unduly interfere with the operations of the Grantor.
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 connection with its use of the easement or the construction, operation, maintenance, repair, alteration, inspection, relocation or replacement of Grantee's Facilities hereunder.
3. 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 the Facilities as installed must be moved to another location as a result of future legislation or conduct by third parties over which Grantor has no control, Grantee shall at its expense move the Facilities unless Grantee is successful in causing the responsible third parties to pay for such expense.

UU draft of 05 11 09

5. Grantor reserves the right to construct, use and maintain across, over and/or under the property hereby granted all facilities that it may choose so to do in such manner as not to create any unreasonable interference with the use of the Grantee herein granted.

6. In the event that Grantee should not longer use and/or abandons and/or removes the facilities described herein, the easement herein described will revert back to the Grantor.

WITNESS the hand of the Grantor this 20th day of May, 2009.

THE UNIVERSITY OF UTAH

Arnold B. Combe

By: ARNOLD B. COMBE
Its: VICE PRESIDENT FOR
ADMINISTRATIVE SERVICES

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

On the 20th of May 2009, personally appeared before me Arnold B. Combe, who being by me duly sworn, did say that he executed the foregoing instrument as Vice President for Administrative Services of University of Utah and he acknowledged to me that the University of Utah executed the same.

Angie Mitchell
NOTARY PUBLIC, residing in
Salt Lake County, Utah

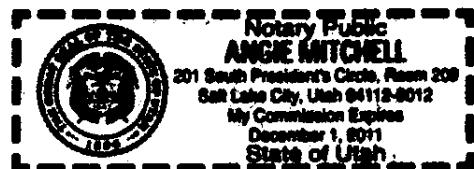


EXHIBIT "A"

An easement for a power a conduit and transformer, which is 5.00 feet on all sides of the conduit and transformer and is located in the Northeast Quarter of Section 3, Township 1 South, Range 1 East, Salt Lake Base and Meridian, being more particularly described as follows:

BEGINNING at a point 721.20 feet North $35^{\circ}21'39''$ West and 694.57 feet North $54^{\circ}38'21''$ East from the street monument found marking the intersection of Colorow Drive and Wakara Way (the basis of bearings is South, $35^{\circ}21'39''$ East 1105.50 feet measured along the monument line of said Colorow Drive between the monuments found at the intersections of Wakara Way and Tabby Lane as shown on that certain Record of Survey Map No. 1104 prepared by Salt Lake City Corporation), said point is also 2520.95 feet West and 3850.53 feet North from the Salt Lake County Survey monument found marking the Southeast corner of said Section 3, and running thence South $46^{\circ}26'45''$ West 11.48 feet; thence South $69^{\circ}41'11''$ West 14.61 feet; thence North $83^{\circ}46'16''$ West 12.43 feet; thence North $74^{\circ}37'13''$ West 29.16 feet; thence North $83^{\circ}54'28''$ West 15.06 feet; thence North $65^{\circ}01'56''$ West 32.25 feet; thence South $08^{\circ}17'39''$ East 8.07 feet; thence South $81^{\circ}42'21''$ West 16.53 feet; thence North $08^{\circ}17'39''$ West 19.07 feet; thence North $81^{\circ}42'21''$ East 17.99 feet; thence South $65^{\circ}01'56''$ East 35.40 feet; thence South $83^{\circ}54'28''$ East 14.21 feet; thence South $74^{\circ}37'13''$ East 29.17 feet; thence South $83^{\circ}46'16''$ East 9.27 feet; thence North $69^{\circ}41'11''$ East 10.20 feet; thence North $46^{\circ}26'45''$ East 9.42 feet; thence South $43^{\circ}33'15''$ East 10.00 feet to the POINT OF BEGINNING.

Assessor Parcel No.

16-03-200-001

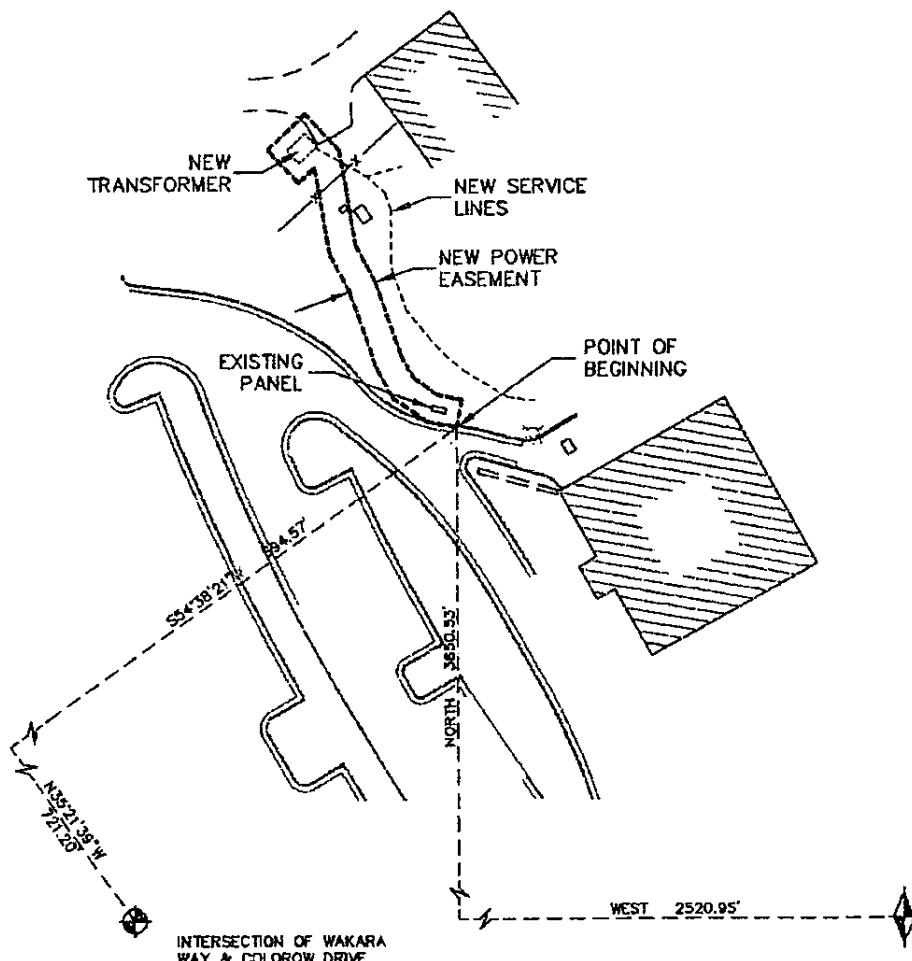
103

BK 9731 PG 2567

Property Description

Quarter: NW&SW Quarter: NE Section: 03 Township 1 (N & S)
 Range 1 (E & W), SALT LAKE BASE Meridian
 County: SALT LAKE State: UTAH
 Parcel Number: 16-03-200-001

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CCW: W09:
Landowner Name: UNIVERSITY OF UTAH
Drawn by: James D. Pitkin, PLS

This drawing should be used only as a representation of the location of the easement being conveyed. The exact location of all structures, lines and appurtenances is subject to change within the boundaries of the described easement area.

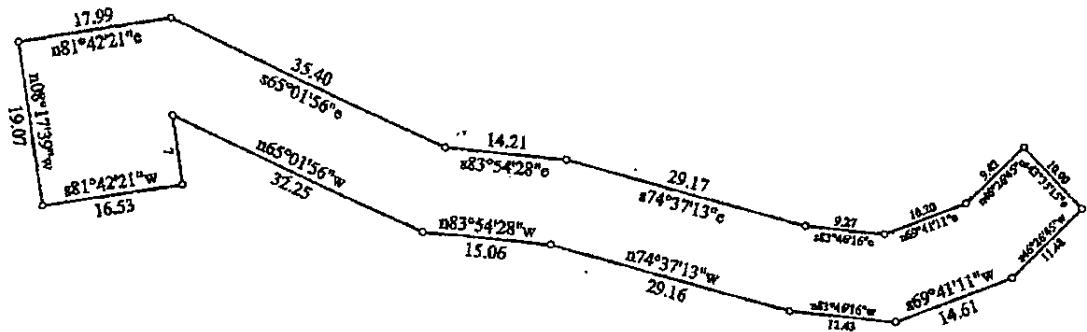
EXHIBIT A



SCALE: N.T.S.

263

BK 9731 PG 2568



Title: University of Utah Arboretum Power Easement

Date: 03-20-2009

Scale: 1 inch = 20 feet File:

Tract 1: 0.033 Acres: 1437 Sq Feet: Closure = n51.3222e 0.00 Feet: Precision = 1/142115: Perimeter = 294 Feet

001=s46.2645w 11.48	007=s08.1739e 8.07	013=s74.3713e 29.17
002=s69.4111w 14.61	008=s81.4221w 16.53	014=s83.4616e 9.27
003=s83.4616w 12.43	009=s08.1739w 19.07	015=n69.4111e 10.20
004=n74.3713w 29.16	010=n81.4221e 17.99	016=n46.2645e 9.42
005=n83.5428w 15.06	011=s65.0156e 35.40	017=s43.3315e 10.00
006=n65.0156w 32.25	012=s83.5428e 14.21	

3403

BK 9731 PG 2569