

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

14214214 B: 11476 P: 9019 Total Pages: 5  
03/11/2024 10:17 AM By: mpalmer Fees: \$40.00  
Rashelle Hobbs, Recorder, Salt Lake County, Utah  
Return To: COTTONWOOD TITLE INSURANCE AGENCY, INC.  
1996 EAST 6400 SOUTH SUITE 120 SALT LAKE CITY, UT 84121

Project Name: Grandville Traffic Signals, Phase 2  
WO#: 7074083  
RO#:

### **UNDERGROUND RIGHT OF WAY EASEMENT**

For value received, the **University of Utah** (“**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 2498 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 (collectively, the “**Facilities**”) 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 approximately depicted on Exhibit A attached hereto and by this reference made a part hereof:

#### Legal Description:

Beginning at the Northeast Corner of Lot C-101 of the Daybreak North Station Campus subdivision, said point also being on the Westerly Right-of-Way Line of Grandville Avenue, said point lies South 89°55'04" East 2547.074 feet along the Section Line and South 1495.265 feet from the North Quarter Corner of Section 14, Township 3 South, Range 2 West, Salt Lake Base and Meridian and running thence along said Lot C-101 the following (12) courses: 1) South 12.886 feet; 2) South 75°56'41" West 10.309 feet; 3) South 494.778 feet; 4) South 01°44'09" West 346.620 feet; 5) South 705.707 feet to a point on a 516.500 foot radius tangent curve to the left, (radius bears East, Chord: South 01°02'00" East 18.628 feet); 6) along the arc of said curve 18.629 feet through a central angle of 02°04'00"; 7) South 02°04'00" East 489.849 feet; 8) South 43.872 feet to a point on a 1263.500 foot radius tangent curve to the left, (radius bears East, Chord: South 05°35'15" East 246.042 feet); 9) along the arc of said curve 246.433 feet through a central angle of 11°10'30" to a point of reverse curvature with a 83.500 foot radius tangent curve to the right, (radius bears South 78°49'30" West, Chord: South 09°24'56" East 5.127 feet); 10) along the arc of said curve 5.128 feet through a central angle of 03°31'07" to a point of reverse curvature with a 1269.000 foot radius tangent curve to the left, (radius bears North 82°20'37" East, Chord: South 10°28'34" East 124.856 feet); 11) along the arc of said curve 124.906 feet through a central angle of 05°38'22"; 12) North 89°51'12" West 10.279 feet to a point 10.000 feet perpendicularly Westerly of the East

Line of said Lot C-101 and a point on a 1279.000 foot radius non tangent curve to the right, (radius bears North 76°48'40" East, Chord: North 10°25'22" West 123.453 feet); thence along said perpendicularly Westerly line the following (11) courses: 1) along the arc of said curve 123.501 feet through a central angle of 05°31'57" to a point of reverse curvature with a 73.500 foot radius tangent curve to the left, (radius bears South 82°20'37" West, Chord: North 09°24'56" West 4.513 feet); 2) along the arc of said curve 4.514 feet through a central angle of 03°31'07" to a point of reverse curvature with a 1273.500 foot radius tangent curve to the right, (radius bears North 78°49'30" East, Chord: North 05°35'15" West 247.990 feet); 3) along the arc of said curve 248.383 feet through a central angle of 11°10'30"; 4) North 43.692 feet; 5) North 02°04'00" West 489.669 feet to a point on a 526.500 foot radius tangent curve to the right, (radius bears North 87°56'00" East, Chord: North 01°02'00" West 18.989 feet); 6) along the arc of said curve 18.990 feet through a central angle of 02°04'00"; 7) North 705.859 feet; 8) North 01°44'09" East 346.620 feet; 9) North 502.432 feet; 10) North 75°56'41" East 10.309 feet; 11) North 2.577 feet to the North Line of said Lot C-101; thence along said Lot C-101 North 75°56'41" East 10.309 feet to the point of beginning.

Property contains 0.573 acres, 24978 square feet, more or less.

Assessor Parcel No. 26-14-426-001

Together with reasonable 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, as reasonably determined by Grantee.

This easement and all rights granted by Grantor to Grantee herein are granted subject to all of the following terms, conditions and limitations:

1. Grantee shall construct, reconstruct, operate, maintain, repair, replace, enlarge, and remove its Facilities and everything relating thereto without cost or expense to Grantor and in such manner as shall not unduly interfere with the operations of Grantor.
2. By acceptance of this easement, Grantee agrees to indemnify and save harmless the Grantor from any and all loss, damage, expense, claims or demands resulting from the negligence of Grantee or its contractors in connection with: (i) use of the easement, (ii) the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of Grantee's Facilities, (iii) the right of access to the right of way from adjacent lands of Grantor granted herein, and/or (iv) Grantee's right to keep the right of way clear of hazards granted herein.
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 to Grantee from Grantor at no cost to the Grantee.

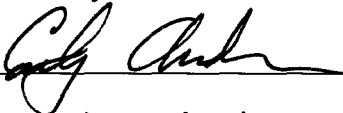
4. In the event the Facilities as installed must be moved to another location as the result of future legislation or conduct by third parties over which Grantor has no control, Grantee shall at its expense move the Facilities unless Grantee is successful in causing the responsible third parties to pay for such expense.
5. 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, the surface of the right of way may be used for agricultural crops and other purposes not inconsistent, as reasonably determined by Grantee, with the purposes for which this easement has been granted.
6. In addition, Grantor expressly reserves the right to construct, use and maintain across, over and/or under the easement 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.
7. In the event Grantee should no longer use and/or abandons and/or removes the Facilities described herein, the easement herein described will revert back to the 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.

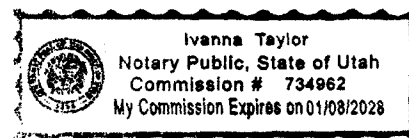
Dated this 7<sup>th</sup> day of March, 2024.

The University of Utah

By: 

Name: Cathy Anderson

Title: Chief Financial Officer and  
Vice President for Administrative Services




**Acknowledgment by Trustee, or Other Official or Representative Capacity:**

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

On this 7<sup>th</sup> day of March, 2024, before me, the undersigned Notary Public in and for said State, personally appeared Cathy Anderson  
(representative's name), known or identified to me to be the person whose name is subscribed as Chief Financial Officer and Services  
vice president for Administrative (title/capacity in which instrument is executed) of The University of Utah and acknowledged to me that (he/she/they) 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, Utah (city, state)  
My Commission Expires: 01/08/2028 (d/m/y)

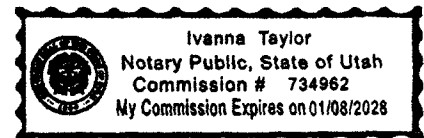


Exhibit A

