

Return to:  
Mr. Ted Williams  
1407 W. North Temple  
Salt Lake City, UT 84140  
CC# DMET/1999/C/119/W34647

8384236  
10/11/2002 04:08 PM 18.00  
Book - 8664 Pg - 6252-6256  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
LISA LOUDER  
PACIFICORP  
1407 W NORTH TEMPLE STE 110  
SLC UT 84140  
BY: SBM, DEPUTY - WI 5 P.

8384236

### RIGHT OF WAY EASEMENT

For value received, LNR South Jordan II, LLC, a Delaware limited liability company ("Grantor"), hereby grants to PacifiCorp, an Oregon corporation, its successors and assigns, (Grantee"), an easement for a right of way for the construction, reconstruction, operation, maintenance, repair, replacement, enlargement, and removal of electric power transmission, distribution and communication lines and all necessary or desirable accessories and appurtenances thereto, including without limitation: supporting towers, poles, props, guys and anchors, fibers, cables and other conductors and conduits therefor; and pads, transformers, switches, vaults and cabinets, along the general course now located on, over and 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(s) "A" attached hereto and by this reference made a part thereof:

A 17.60 foot right-of-way easement in favor of PacifiCorp, an Oregon corporation, lying 12.00 feet Westerly and 5.60 feet Easterly of an existing power line with said line being more particularly described as follows:

Beginning at a point on the Grantor's South boundary line, said point being North 1882.83 feet and West 204.67 feet from the south quarter of Section 13, Township 3 South, Range 1 West, Salt Lake Base and Meridian, and running thence North 05 Deg 18'15" East parallel with and 5.60 feet Westerly of Grantor's East boundary line 714.41 feet to the south line of 10600 South Street containing 0.289 acres more or less.

Tax Parcel No. 27-13-326-007

This easement cancels and supersedes a prior easement dated July 27, 1911 and recorded as Entry No. 284459 in Book 7-Y at Page 364 of Official Records for Salt Lake County, State of Utah.

This easement also cancels and supersedes a prior easement dated July 6, 1999 and recorded as Entry No. 7405145 in Book 8392 at Page 526 of Official Records for Salt Lake County, State of Utah.

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 the future right to keep the

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right of way and adjacent lands clear of all brush, trees, timber, structures, buildings and other hazards which might endanger Grantee's facilities or impede Grantee's activities, subject to the improvements already existing thereon prior to the granting of this easement.

At no time shall Grantor place, use or permit any equipment or material of any kind that exceeds twelve (12) feet in height, light any fires, place or store any flammable materials (other than agricultural crops), 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 already existing thereon and future uses not inconsistent, as reasonably determined by Grantee, with the purposes for which this easement has been granted.

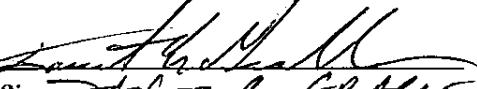
The rights and obligations of the parties hereto shall be binding upon and shall benefit their respective heirs, successors and assigns.

DATED this 11 day of March, 2002.


LNR South Jordan II, LLC  
a Delaware limited liability company

by: LNR Philadelphia Place IV, LLC,  
a Delaware limited liability company, its member

by: LNR Philadelphia Place I, Inc.  
a California corporation, its member

*WJS*  
by:   
Name: Daniel C. GRABLE  
Its: VEE PRESIDENT

by: PacifiCorp  
an Oregon corporation

by:   
Name: William D. Landels  
Its: Executive Vice President

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REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF California )  
County of: Orange ) SS.

This instrument was acknowledged before me on this 11<sup>th</sup> day of March, 2002, by Daniel C. Grable as Vice President of LNR South Jordan II, LLC, a Delaware limited liability company.



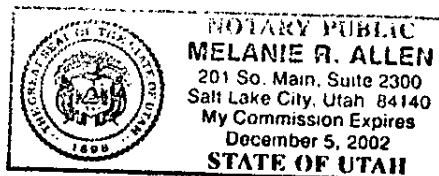
Sharalyn Tillitt  
Notary Public  
January 26, 2005  
My commission expires:

REPRESENTATIVE ACKNOWLEDGEMENT

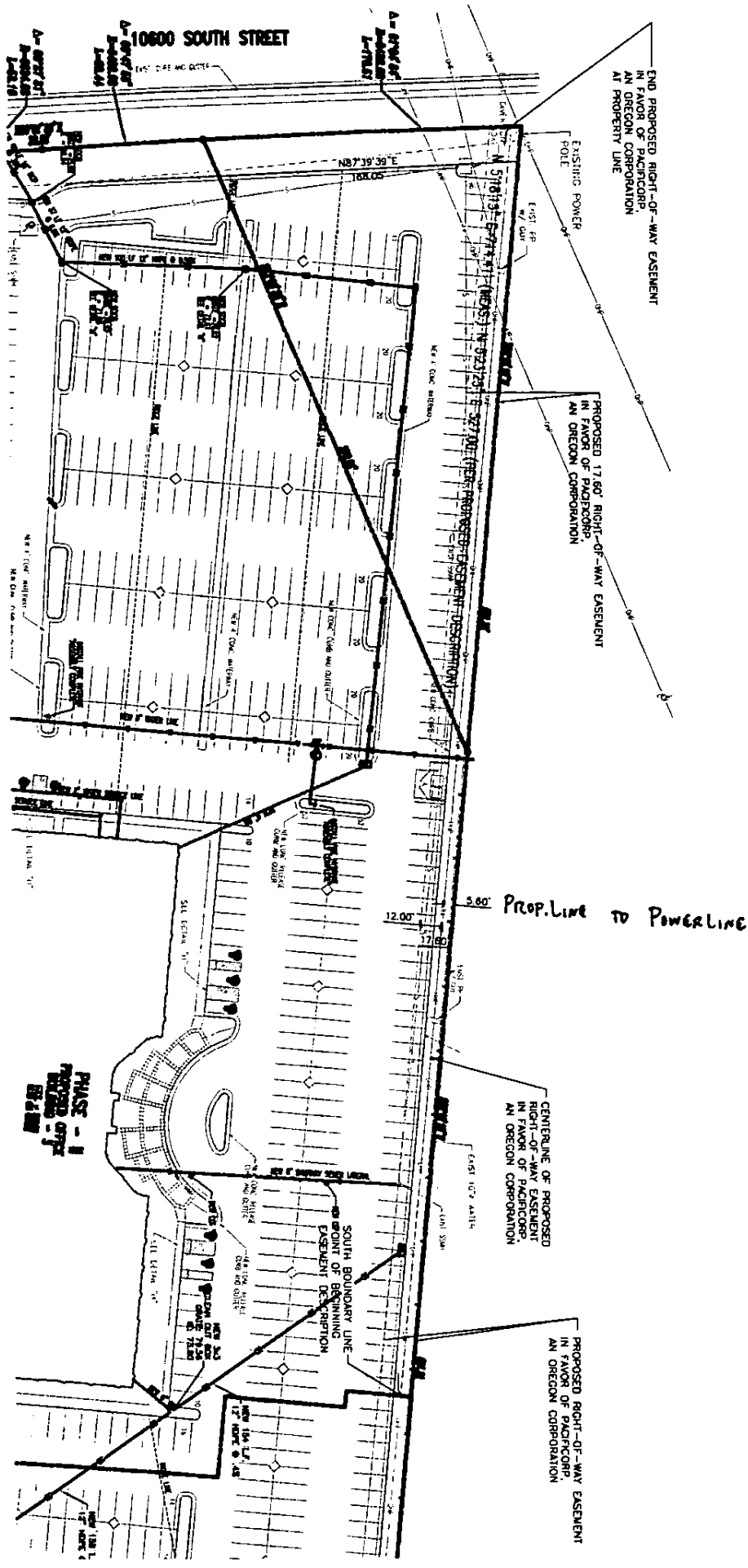
STATE OF Utah )  
County of: Salt Lake ) SS.

This instrument was acknowledged before me on this 1<sup>st</sup> day of March, 2002, by William D. Lundels as Executive VP of PacifiCorp, an Oregon corporation.

Melanie R. Allen  
Notary Public  
12/5/02  
My commission expires:



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POOR COPY.  
CO. RECORDER

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EXHIBIT A

**CONSENT AND SUBORDINATION BY UNION BANK OF CALIFORNIA**

The undersigned, as beneficiary of that certain Construction Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing by and among LNR South Jordan II, LLC, a Delaware limited liability company, as trustor ("LNR II"), Founder's, as trustee, and Union, recorded February 27, 2001 in the Official Records as Entry No. 7829999 in Book 8428, Pages 556-577, for and on behalf of itself and its successors and assigns, hereby acknowledges receipt of, consents to, and approves that certain Right of Way Easement attached hereto by and between LNR South Jordan II, LLC and PacifiCorp and agrees that all rights it may have with respect to the real property which is the subject of the Right of Way Easement are subject and subordinate to the Right of Way Easement.

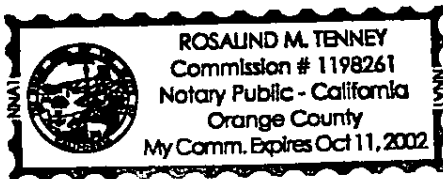
UNION BANK OF CALIFORNIA, N.A.

By: *Matthew C. Felsot*  
Name: MATTHEW C. FELSOT  
Its: V.P.

STATE OF California )  
COUNTY OF Orange ) ss.

On March 21, 2002, before me, ROSALIND M. TENNEY,  
Notary Public in and for said state, personally appeared MATTHEW C. FELSOT, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



*Rosalind M. Tenney*  
Notary Public in and for said State