

Recording requested by and  
when recorded return to:

PacifiCorp, Property Mgt.  
Attn. Roger Rigby  
1407 West North Temple  
Salt Lake City, UT 84140

WO 2051552

APN: 16-04-400-002  
16-04-400-009

8388327  
10/17/2002 03:00 PM 19.00  
Book - 8667 Pg - 688-692  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
PACIFI CORP  
LISA LOUDER  
1407 WN TEMPLE STE 110  
SALT LAKE UT 84116  
BY: ZJM, DEPUTY - WL 5 P.

8388327

Space above for Recorder's Use Only

**ELECTRIC EASEMENT**

University of Utah Institute  
Property No. 506-5933

CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole, with its principal office located at 50 East North Temple, Salt Lake City, Utah 84150 ("**Grantor**"), in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, hereby quit-claims to PACIFICORP, an Oregon corporation, with an office located at 1407 West North Temple, Salt Lake City, Utah 84140 ("**Grantee**"), a perpetual non-exclusive easement over, through and across a portion of Grantor's real property located in Salt Lake County, State of Utah more particularly described in Exhibit "A," attached hereto and incorporated herein ("**Easement Property**"), to plan, install, and construct an underground electric power lines and related facilities (the "**Electric Lines**"), and thereafter maintain, operate, clean, inspect, alter, remove, replace, and protect the same, and for no other use or purpose.

**TO HAVE AND TO HOLD** the same unto the said Grantee so long as the Electric Lines shall be maintained and operated on the Easement Property.

Grantee's right to use the Easement Property shall be subject to the following, which shall be deemed covenants and restrictions running with the Easement Property and which upon the recordation of this instrument or the use of the Easement Property by Grantee shall be deemed agreed and acknowledged to by Grantee: Grantee, and its successors and assigns, contractors, agents, servants, and employees ("**Grantee's Parties**") shall enter and use the Easement Property at their sole risk, and Grantee hereby releases Grantor from any claims relating to the condition of the Easement Property by Grantee and any entity. Grantee shall properly design, install, construct, maintain and repair the Electric Lines located on the Easement Property. The Electric Lines shall be located underground and only on, under and over such portion of the Easement Property as may be hereafter selected by Grantee. Grantee shall repair any portion of the Easement Property or Grantor's adjacent property damaged in the prosecution of any work by Grantee or Grantee's Parties, and shall otherwise restore the surface condition to the same or better condition that it was in prior to such work by Grantee or Grantee's Parties. Grantee's work on the Easement Property will not prevent or substantially interfere with

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pedestrian and vehicular access to Grantor's adjacent property. Grantee hereby indemnifies, holds harmless and agrees to defend Grantor from and against any and all liens, encumbrances, costs (including reasonable attorneys' fees, discovery and investigative costs, witness fees and any other associated costs), demands, claims, judgments, and/or damage caused by or arising out of (i) the use of the Easement Property and any work performed on the Easement Property or Grantor's property by Grantee and Grantee's Parties, and (ii) any failure to abide by the terms of this document, including the failure to maintain the Electric Lines by Grantee and Grantee's Parties. The prevailing party in any legal proceedings shall be entitled to its reasonable attorneys' fees and costs from the other party. This document shall be governed by the laws of the State of Utah. Venue and jurisdiction to any legal proceedings related to this documents shall be in Salt Lake County, Utah.

The easement granted herein shall be for the use and benefit of the Grantee and Grantee's Parties. Grantor retains the right to use the Easement Property for any purpose not inconsistent with the purpose for which this Easement is granted to Grantee.

IN TESTIMONY WHEREOF, witnesses signature of Grantor this 13<sup>th</sup> day of September, 2002.

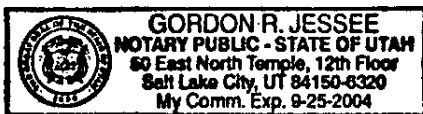


CORPORATION OF THE PRESIDING BISHOP OF THE CHURCH OF JESUS CHRIST OF LATTER-DAY SAINTS, a Utah corporation sole

By: Terry F. Rudd  
Name (Print) Terry F. Rudd  
Its: Authorized Agent

STATE OF UTAH )  
 :SS  
COUNTY OF SALT LAKE )

On this 13<sup>th</sup> day of September, 2002, personally appeared before me Terry F. Rudd, personally known to me to be the Authorized Agent of the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah Corporation Sole, who acknowledged to me that he signed the foregoing instrument as Authorized Agent for said Corporation, that the seal impressed on the within instrument is the seal of said corporation, and the said Terry F. Rudd acknowledged to me that the said Corporation executed the same.



Gordon R. Jessee  
Notary Public for Utah

Commission expires: \_\_\_\_\_

C:\TEMP\Electric Easement - PacifiCorp; UofU Institute; property no. 506-7448\_v1.WPD

**Exhibit "A"**  
(Easement Property)

## UTAH POWER & LIGHT EASEMENT

Parcel A (Within VTDI 16-04-400-002) BOOK 7845 PAGE 428 - 429

Beginning at a point on the Grantor's Westerly Property Line, said point being situated 604.272 feet N84°08'39.0"E from U.S. Government Monument No. 5 in Fort Douglas, Utah, said monument being 3962.31 feet South and 2453.80 feet East more or less from the Northwest Corner of Section 4, Township 1 South, Range 1 East, of the Salt Lake Base and Meridian, Salt Lake County, State of Utah; thence along Grantor's Northerly Property Line the following three courses: (1) Along the arc of a 33.501 foot radius curve to the right a distance of 25.556 feet (Long Chord bears N33°51'49.0"E 24.941 feet); (2) N55°43'04.0"E 195.788 feet; (3) N55°40'00.0"E 704.244 feet to the Grantor's North Property Corner; thence along Grantor's Easterly Property Line S34°20'00.0"E 4.999 feet; thence S55°31'01.2"W 470.492 feet; thence S34°29'58.9"E 5.001 feet; thence S55°30'21.4"W 50.000 feet; thence N34°29'58.9"W 5.044 feet; thence S56°55'35.1"W 237.188 feet; thence S56°01'45.0"W 91.389 feet; thence S49°05'14.4"W 74.673 feet to the Point of Beginning. Basis of Bearing S80°08'35.3"W from said U.S. Government Monument No. 5 to the Salt Lake City Street Monument at 500 South Street and Guardsman Way.

Contains 0.1027 acres.

July 26, 2002

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Parcel B (Within VTDI 16-04-400-009) BOOK 7845 PAGE 439 - 441

Beginning at a point on the Grantor's Westerly Property Line, said point being situated 1481.824 feet N66°43'03.0"E from U.S. Government Monument No. 5 in Fort Douglas, Utah, said monument being 3962.31 feet South and 2453.80 feet East more or less from the Northwest Corner of Section 4, Township 1 South, Range 1 East, of the Salt Lake Base and Meridian, Salt Lake County, State of Utah; thence N34°20'00.0"W 4.999 feet to the Grantor's West Property Corner; thence along Grantor's Northerly Property Line the following two courses: (1) N55°40'00.0"E 1134.683 feet; (2) Along the arc of a 48.132 foot radius curve to the right a distance of 52.589 feet (Long Chord bears S88°34'56.8"E 50.012 feet); thence S19°56'08.9"W 4.541 feet; thence N70°03'51.1"W 11.549 feet to a point on a curve; thence along the arc of a 84.938 foot radius curve to the left a distance of 40.777 feet (Long Chord bears S72°30'48.1"W 40.386 feet) to a point of compound curvature; thence along the arc of a 1869.939 foot radius curve to the left a distance of 93.922 feet (Long Chord bears S57°19'16.9"W 93.912 feet); thence S55°52'57.0"W 905.154 feet; thence S10°43'09.8"W 7.193 feet; thence S34°02'23.3"E 14.675 feet; thence S54°57'21.2"W 11.769 feet; thence N34°24'57.0"W 14.786 feet; thence N79°27'28.0"W 7.175 feet; thence S55°31'01.2"W 105.128 feet to the Point of Beginning. Basis of Bearing S80°08'35.3"W from said U.S. Government Monument No. 5 to the Salt Lake City Street Monument at 500 South Street and Guardsman Way.

Contains 0.1839 acres.

June 18, 2002

BK86667PG0692