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Book - 8773 Pg - 4556-4560  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
UTAH POWER & LIGHT  
1407 W NORTH TEMPLE  
SLC UT 84116-3171  
BY: ZJM, DEPUTY - WI 5 P.

Return to:  
PacifiCorp  
Lisa Louder  
1407 W. North Temple, Suite 110  
Salt Lake City, UT 84140  
PN: 10012240.109

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### EASEMENT AGREEMENT

31 THIS EASEMENT AGREEMENT ("Agreement") is made and entered into as of March 31, 2003, by and between WHITE MAPLE PLACE HOMEOWNERS ASSOCIATION, a Utah non-profit corporation ("Owner"), c/o Parsons Behle & Latimer, 201 South Main Street, Suite 1800, P.O. Box 45898, Salt Lake City, Utah 84145-0898, Attention: Jason S. Nichols, and PACIFICORP, an Oregon corporation ("PacifiCorp"), with an address of 1407 West North Temple, Salt Lake City, Utah 84140 Utah (Owner and PacifiCorp are referred to herein sometimes collectively as the "Parties" and individually as a "Party"), with reference to the following:

A. Owner owns that certain real property located at approximately 881 East Maple View Drive, Salt Lake City, Salt Lake County, Utah ("Property").

B. PacifiCorp desires to obtain from Owner, and Owner is willing to grant to PacifiCorp, an easement across the portion of the Property described on Exhibit A ("Easement Parcel") in accordance with the terms of this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, PacifiCorp and Owner agree as follows:

1. Grant of Easement. Subject to the provisions of this Agreement, Owner grants and conveys to PacifiCorp a non-exclusive overhang easement ("Easement") on and over the surface of the Easement Parcel not to exceed fifteen (15) feet in width for the construction, reconstruction, operation, maintenance, repair, replacement, and removal of electric power lines, transmission, distribution lines and communication lines and necessary accessories and appurtenances thereto (collectively, "Improvements"); but not including supporting towers, poles and props.

2. Surface Use. At no time shall Owner 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 trees and shrubs not to exceed 12 feet in height) on or within the Easement Parcel. Subject to the foregoing limitations, Owner shall have the right to construct, repair, replace, use, and maintain improvements and perform work on the surface of the Easement Parcel including, but not limited to, landscaping, trees, shrubs, leveling, grading, paving, curb and gutter. PacifiCorp shall, at PacifiCorp's sole cost and expense, promptly replace and repair and return to their prior condition any surface improvements disturbed during the course of the use, repair, maintenance, replacement or construction of the Improvements or in the exercise of any of PacifiCorp's rights hereunder.

3. Construction of Improvements.

(a) PacifiCorp shall be responsible for the payment of any and all costs and fees associated with, or relating to, the construction, use, repair, replacement and maintenance of the Improvements including, but not limited to, the cost of materials and labor, bonding fees, financing fees and insurance premiums.

(b) Except as provided herein, PacifiCorp's use, maintenance, repair, replacement and operation of the Improvements shall be performed in a manner so as to not unreasonably interfere with Grantor's access, utility service, occupancy, and quiet use and enjoyment of the Property.

4. Maintenance of Easement Parcel. PacifiCorp shall keep and maintain the Improvements free of hazards and in commercially reasonable good condition and repair. PacifiCorp shall keep the Easement Parcel free and clear of all liens, claims and charges whatsoever, arising in connection with its use, repair, replacement or maintenance of the Improvements or the Easement.

5. Indemnity. Owner and PacifiCorp agree to defend, indemnify, and hold harmless the other party from and against any and all liability, damage, loss, costs, and expense, including attorney's fees, arising from the indemnifying party's use or occupation of the Easement Parcel or on account of injury or damage to persons or property occurring on or occasioned by any facilities owned or controlled by such indemnifying party, whether by its agents, employees, or assigns, unless such injury or damage resulted from the sole negligence or willful misconduct of the other party.

6. Compliance With Law. PacifiCorp shall give all necessary notices and shall comply and ensure that all its subcontractors and suppliers comply with all applicable laws, codes, ordinances, permits, governmental rules and regulations relative to the Improvements and use of the Easement Parcel, including without limiting the foregoing, those relating to the preservation of the public health and safety, and where not in conflict with applicable law, nationally recognized codes and standards.

7. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested, to the parties at the addresses listed below, or at such other address as the parties may designate by written notice in the above manner.

To Owner:

White Maple Place Homeowners  
Association  
c/o Parsons Behle & Latimer  
201 South Main Street, Suite 1800  
P.O. Box 45898  
Salt Lake City, UT 84145-0898  
Fax No.: 536-6111

To PacifiCorp:

PacifiCorp  
Property Management Department  
1407 West North Temple  
Salt Lake City, UT 84140  
Fax No.: 220-4373

Communications may also be given by fax, provided the communication is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide a reasonable means for accomplishing delivery.

8. Not a Public Dedication. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Easement Parcel to or for the general public or for any public purposes whatsoever, it being the intention of the Parties that this Agreement be strictly limited to and for the purposes expressed herein.

9. Attorneys' Fees. In the event it becomes necessary for any party hereto to employ an attorney in order for such parties to enforce its rights hereunder, either with or without litigation, the defaulting party of such controversy shall pay to the successful party reasonable attorneys' fees and, in addition, such costs and expenses as are incurred by the non defaulting party in enforcing their rights hereunder.

10. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, but this instrument shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.

11. Binding Effect. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Parties.

12. Miscellaneous. PacifiCorp may not assign, convey or sell the Easement or any of its rights under this instrument to any other party. Time is of the essence with respect to the performance by the parties of their obligations hereunder. No change in, addition to, or waiver of any of the provisions of this instrument shall be binding upon Owner unless in writing signed by an authorized representative of Owner. The headings to the Sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions. No waiver by Owner of any breach by PacifiCorp of any of the provisions of this instrument shall be construed as a waiver of any subsequent breach, whether of the same or of a different provision in this instrument. The parties do not by this instrument, in any way or for any purpose, become partners or joint venturers of each other in the conduct of their respective businesses or otherwise. Nothing in this instrument is intended to create an enforceable right, claim, or cause of action upon any third party who is not a party hereto. This Agreement shall be construed in accordance with and governed by the laws in the State of Utah. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the undersigned, having the requisite power and authority and being duly authorized, have executed this instrument to be effective as of the date first above written.

GRANTOR:

GRANTEE:

WHITE MAPLE PLACE HOMEOWNERS ASSOCIATION, a Utah non-profit corporation

PACIFICORP, an Oregon corporation

By: Gail E. Moschini  
Its: Board Member

By: Ernest E. Wussman  
Its: Vice President

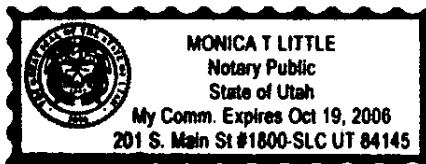
ACKNOWLEDGEMENTS

STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

This instrument was acknowledged before me on this 31<sup>st</sup> day of March, 2003, by Gail E. Moschini, as Board Member of WHITE MAPLE PLACE HOMEOWNERS ASSOCIATION.

Monica Little  
NOTARY PUBLIC

My Commission Expires:  
Oct. 19, 2006

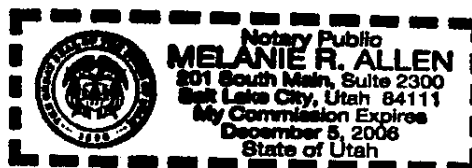


STATE OF UTAH )  
: ss.  
COUNTY OF SALT LAKE )

This instrument was acknowledged before me on this 4<sup>th</sup> day of April, 2003, by Ernest E. Wussman, as Vice President of PACIFICORP.

Melanie R. Allen  
NOTARY PUBLIC

My Commission Expires:  
12/5/06



**EXHIBIT A  
TO  
EASEMENT AGREEMENT**

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**EASEMENT PARCEL**

The Easement Parcel is located in Salt Lake County, Utah and is more particularly described as follows:

Beginning at the southeast corner of WHITE MAPLE PLACE CONDOMINIUMS as shown on the RECORD OF SURVEY MAP Recorded as Entry No. 6502745 in Book 96-11P at Page 369 of the Official Records of the Salt Lake County Recorder and running thence S.89°58'18"W 15.00 feet; thence N.00°11'03"E 306.22 feet; thence N.89°58'18"E 15.00 feet to the northeast corner of said CONDOMINIUMS and the west right of way line of 900 East Street; thence S.00°11'03"W 306.27 along said west right of way to the point of beginning. The east line of said right of way being 40.00 feet west of the centerline of said 900 East Street. The Easement Area contains 4593 square feet or 0.105 acre.

Affecting Tax Serial No. 16-32-333-081