

Recording Requested by and  
When Recorded, Mail To:

Kirton & McConkie  
Attn: Steven L. Whitehead  
1800 Eagle Gate Plaza  
60 East South Temple  
Salt Lake City, Utah 84111

8725800  
07/10/2003 09:42 AM 29.00  
Book - 8838 Pg - 766-775  
GARY W. OTT  
RECORDER, SALT LAKE COUNTY, UTAH  
KIRTON & MCCONKIE  
PO BOX 45120  
SLC UT 84145-0120  
BY: SAM, DEPUTY - WI 10 P.

APN: 14-10-100-001; 14-10-100-006; 14-03-300-004

(Space above for Recorder's use only)

**EASEMENT AGREEMENT**

This Access and Parking Easement Agreement (the "Easement Agreement") is entered into this 2nd day of July 2003, by and between PacifiCorp, an Oregon corporation, with an office located at 1407 West North Temple, Salt Lake City, Utah 84140 ("Grantor") and the Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints, a Utah corporation sole, with an office located at 50 East North Temple, 12<sup>th</sup> Floor, Salt Lake City, Utah 84150 ("Grantee").

**RECITALS**

A. Grantor owns certain real property (the "Property") located in Salt Lake County, state of Utah, as more particularly described on Exhibit "A", attached hereto and by this reference incorporated herein.

B. Grantee owns that certain parcel of real property (the "Adjacent Property") located in Salt Lake County, state of Utah, as more particularly described on Exhibit "B", attached hereto and by this reference incorporated herein. The west boundary of the Adjacent Property is adjacent to and contiguous with the east boundary of the Property.

C. Grantor has and will continue to use the Property for the construction, operation, maintenance, repair, and replacement of transmission and distribution lines and other facilities, improvements and equipment normally associated with Grantor's electric utility operations or leased for communication purposes.

D. Grantee desires to develop the Adjacent Property and the Property for commercial purposes, and for such other purposes subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and of the mutual promises and subject to the conditions set forth below, the parties agree as follows:

1. **Grant of Easement.** Grantor hereby conveys to Grantee a perpetual easement over and across the Property for the purpose of vehicle parking and pedestrian and vehicular access to the Adjacent Property, landscaping and site improvements, and any necessary utilities needs for the use and development of the Adjacent Property, subject to and in accordance with the provisions of this Easement Agreement.

2. **Taxes.** Any increase in general ad valorem taxes assessed to the Property over the taxes payable for 2002 without reduction for any exemption or reduction (such as through the Farmland Assessment Act) due to Grantee's use or occupation of the Property shall be borne by Grantee and paid to Grantor within thirty (30) days receipt of the tax notice. Grantee shall pay all taxes and assessments levied against its improvements located on the Property.

3. **Improvements.**

(a) Grantee may not make any improvements or changes to the Property, including changing existing ground elevation, excavating, constructing any structure or lighting structure, or landscaping to the Property without Grantor's prior written consent, which consent shall not be unreasonably withheld. If Grantee desires to make any changes or improvements to the Property, Grantee shall provide Grantor with detailed site development plans and specifications for the proposed change or improvement at least forty five (45) days in advance. Grantor shall have the right to approve, modify, or deny the requested change or improvement if Grantor determines that it is likely to unreasonably interfere with or impair, or has the potential to interfere with or impair, Grantor's current or future use of the Property for the placement and operation of overhead transmission lines. The parties will use good faith efforts to cooperate with each other to agree upon mutually acceptable plans and specifications for the improvement, alteration and/or development of the Property. The approved plans will incorporate, to the extent known at the time the plans and specifications are submitted to Grantor, the placement of any future power poles, lines and support structures of Grantor. Grantor hereby agrees to reasonably support any governmental applications made by Grantee related to the improvement and development of the Property as reflected in the approved plans.

(b) In the event curb and gutter is constructed on the Property, the curb and gutter will be high-back type and will contain at least a 16-foot curb cut on both sides of any roadway located at places designated by the Grantor, which curb cuts will permit passage of Grantor's heavy equipment used for the repair, maintenance, and construction of Grantor's improvements and facilities.

(c) All improvements made by Grantee shall be made in a good and workmanlike manner. Any of Grantee's improvements that violate building codes or the laws or ordinances of any governing jurisdiction, or that harm the Property in any manner, shall be timely cured by Grantee at its sole expense and in a manner satisfactory to Grantor.

**4. Restrictions.**

(a) Grantee will not use or permit to be used within the Property any construction cranes or other equipment having a boom or similar attachment which may come in contact with Grantor's overhead electric lines. This restriction does not prohibit the use and operation of cranes on the Adjacent Property.

(b) Grantee shall not: (i) place or store any flammable material, including but not limited to chemical solvents, fuels, rubbish piles, haystacks, or lumber products on the Property; (ii) construct or place any permanent or temporary building structure or other improvement on the Property or plant any trees that will grow within a distance from the power lines located on the power poles that will violate any promulgated and applicable safety or fire codes or that interferes with Grantor's access to its existing or future structures and facilities. Grantee shall remove or trim at its sole cost and expense any trees or other vegetation that grows within Grantor's line clearance specifications or hinders Grantor's access.

**5. Reserved Uses by Grantor.** Grantor reserves the right to access the Property at any time for the purpose of maintaining or repairing its existing power lines and associated equipment and facilities and to place additional lines and equipment upon the Property pursuant to the mutually agreed upon plans; provided that any additional lines shall be at least twenty three (23) feet above the surface of the Property. Grantor reserves the right to add to, change, or enlarge its power lines and associated facilities and structures on the Property, including such equipment and facilities of others, including fiber optic and cable lines; provided, however, that the installation and placement of the equipment and facilities, including fiber optic and cable lines, shall not unreasonably interfere with Grantee's use and enjoyment of the Property. Grantor will, to the extent reasonably and economically practicable, align, place and install any future power lines, poles and associated equipment and facilities parallel to or consistent with the existing facilities and in a manner that will reasonably minimize any detrimental effect on the use and enjoyment of the Property by Grantee. In the event Grantor needs to perform construction work on the Property that impacts Grantee's use of the easement, Grantor shall: (i) provide Grantee with at least thirty (30) days' prior written notice of such work, except in the event of an emergency when no prior notice shall be necessary; (ii) use good faith efforts to ensure that there is continual pedestrian and vehicular access to the Property and the Adjacent Property; (iii) use reasonable efforts to minimize any interference or disruption to Grantee's use and occupancy of the Property; and (iv) perform any such work expediently and in a good and workmanlike manner. Grantor shall promptly repair any damage to the Property and Grantee's improvements located thereon, and shall restore the Property and the improvements thereon to the same or better condition as they existed prior to any entry onto or work performed on the Property by Grantor, its agents, servants, employees and contractors.

**6. Compliance with Laws.** Grantor and Grantee shall, at all times, comply with all laws, ordinances, and regulations affecting or pertaining to its use or occupation of the Property, including environmental laws and regulations.

7. **Indemnification.** Each party (the “**Indemnifying Party**”) shall indemnify, defend, and hold harmless the other party (the “**Indemnified Party**”) from and against any and all liability, claims, losses, costs, damages, fines, penalties, or expenses (including reasonable attorneys fees and costs) arising by reason of: (i) the actual or alleged violation of this Easement Agreement by the Indemnifying Party; or (ii) any personal injury, including death, or property damage caused by the negligent or intentional acts or omissions of the Indemnifying Party, its employees, agents, servants or contractors; provided, however, the Indemnifying Party does not indemnify the Indemnified Party for any claims arising from the negligent or intentional acts or omission of the Indemnified Party and/or its employees, agents, servants, or contractors.

8. **Notices.** Except when actual receipt is expressly required by the terms hereof, notice is considered given either: (i) when delivered in person to the recipient named below, (ii) after deposit in the United States mail in a sealed envelope or container, either registered or certified mail, return receipt requested, postage prepaid, addressed by name to the person and party intended and to the facsimile number indicated below, with machine confirmation of satisfactory transmittal. All notices shall be given to the following:

Grantor:

PacifiCorp  
Attn. Property Management Department  
1407 West North Temple  
Salt Lake City, UT 84140  
Fax: (801) 220-4373

Grantee:

The Church of Jesus Christ of Latter-day Saints  
Attn. Real Estate Services Division  
50 East North Temple, 12<sup>th</sup> Floor  
Salt Lake City, UT 84150

With a copy to:

Property Reserve, Inc.  
Attn. Roger Child  
Gateway Tower East  
10 East South Temple  
Salt Lake City, UT 84133  
Fax: (801) 240-5881

Upon written notification, either party may designate a different individual or address for notices.

9. **Miscellaneous.**

(a) **Titles and Captions.** Section titles and captions to this Easement Agreement are for convenience only and shall not be deemed part of this Easement Agreement and in no way define, limit, augment, extend, or describe the scope, content, or intent of any party or subparts of this Easement Agreement.

(b) **Applicable Law.** This Easement Agreement shall be construed in accordance with and governed by the laws of the state of Utah.

(c) **Binding Effect Upon Successors.** This Easement Agreement shall run with the land and shall benefit and be appurtenant to the Adjacent Property. The terms of this Easement Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, legal representatives, and assigns. Grantee shall have the right to assign or convey this Easement Agreement or any right herein in whole or in part.

(d) **Integration.** This Easement Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and supercedes all prior agreements and understandings pertaining thereto. No covenant, representation, or condition not expressed in this Easement Agreement shall affect or be deemed to interpret, change, or restrict the express provision hereof.

(e) **Waiver.** No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Easement Agreement or to exercise any rights or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of such right or remedy or of any other covenant, agreement, term, or condition. Any party may by notice delivered in the manner provided in this Easement Agreement, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party. No waiver shall affect or alter the remainder of this Easement Agreement but each and every other covenant, agreement, term, and condition hereof shall continue in full force and effect with respect to any other breach.

(f) **Rights and Remedies.** The rights and remedies of any of the parties shall not be mutually exclusive, and the exercise of one or more of the provisions of this Easement Agreement shall not preclude the exercise of any other provisions. Each of the parties confirms that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof. The respective rights and obligations hereunder shall be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to or shall limit or affect any rights at law or by statute or otherwise of any party aggrieved as against the other parties for a breach or threatened breach of any provision hereof, it being the intent of this paragraph to make clear the agreement of the parties that the respective rights and obligations of the parties hereunder shall be enforceable in equity as well as at law or otherwise.

(g) Severability. In the event any condition, covenant, or other provision herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Easement Agreement and shall in no way effect any other covenant or condition contained herein. If such condition, covenant, or other provisions shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

(h) Enforceability and Litigation Expenses. If any action, suit, or proceeding is brought by a party hereto with respect to a matter or matters covered by this Easement Agreement or if a party finds it necessary to retain an attorney to enforce its rights under this Easement Agreement, all costs and expenses of the prevailing party incident to such proceeding or retention, including reasonable attorneys' fees, shall be paid by the non-prevailing party.

(i) Authorization. Each individual executing this Easement Agreement represents and warrants that he or she has been duly authorized by appropriate action of the governing body of the party for which he/she signs to execute and deliver this Easement Agreement in the capacity and for the entity set forth where he/she signs and that as a result of his signature, this Easement Agreement shall be binding upon the party for which he/she signs.

(j) Covenant. Grantor hereby specially warrants title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantee.

(k) Boundary Line. Grantor and Grantee acknowledge that there may be overlaps or gaps between the Property and the Adjacent Property. If there are any gaps, gores or slivers between the Property and the Adjacent Property, Grantor agrees that such gap, gore or sliver will be subject to this Agreement and be subject to the easement granted to Grantee herein to the extent Grantor has any right, title or interest in such gap, gore or sliver. In addition, Grantor and Grantee agree that upon the request of the other party they will negotiate in good faith a Boundary Line Agreement or similar agreement addressing any overlap, gap, gore or sliver between the Property and the Adjacent Property.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the parties have executed this Easement Agreement on the day and year first above written.

GRANTOR

PacifiCorp, an Oregon corporation

By:

Name (Print): BARRY S. LUNNINGHAM

Its: SR. Vice President

GRANTEE

Corporation of the Presiding Bishop of  
The Church of Jesus Christ of Latter-day Saints  
a corporation sole

sw  
K.  
By:

Mark B. Gibbons  
Mark B. Gibbons, Authorized Agent

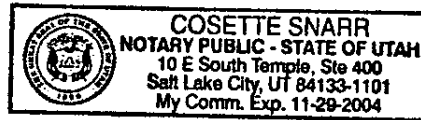
**ALL SIGNATURES MUST BE ACKNOWLEDGED**

STATE OF UTAH )  
:SS  
COUNTY OF SALT LAKE )

On this 30 day of June, 2003, personally appeared before me Mark B. Gibbons, 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 Mark B. Gibbons acknowledged to me that the said Corporation executed the same.

Colette Snarr  
Notary Public for Utah

Commission expires: 11-29-2004

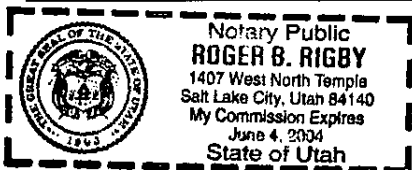


STATE OF UTAH )  
: SS  
COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 2<sup>ND</sup> day of July, 2003 by BARRY CUNNINGHAM SR. V.P., who executed the foregoing on behalf of PACIFIC CORP with authority of the Board of Directors of said Corporation.

My Commission expires:

6-4-2004



Roger B Rigby  
Notary Public  
Residing at Salt Lake



**EXHIBIT A**

**(Legal Description of Property)**

Beginning at the Northeast corner of the land owned by Thomas E. Jeremy and Rebecca D. Jeremy and Grace J. Cassaday, which is also the West one quarter corner of Section 3, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence N. 89° 49' E. 2637 feet along the North boundary line of said land to the East boundary line of said land, thence South 56 feet along said East boundary line, thence S. 89° 49' W. 2637 feet to the West boundary line of said land, thence North 56 feet along said West boundary line to the point of beginning and being in the N ½ of the SW ¼ of said Section 3; containing 3.39 acres more or less.

**EXHIBIT B**

**(Legal Description of Adjacent Property)**

Parcel 1

Beginning at a point 40.01 feet East from the Southwest corner of Section 3, Township 1 South, Range 2 West, Salt Lake Base and Meridian; thence North 1°20'28" E., 2584.83 feet; thence South 89°55'26" E., 2530.45 feet; thence South 0°05'34" W., 2590.17 feet; thence North 89°47'30" W., 2586.77 feet to the beginning, containing approximately 151.96 acres.

Parcel 2

A parcel of land located within the Northwest Quarter of Section 3, Township 1 South, Range 2 West, Salt Lake Base and Meridian and being more particularly described as follows:

Beginning at a point on the East right-of-way line of 7200 West and the centerline of the Brighton Drain, said point being North 338.492 feet and East 100.067 feet from the West Quarter Corner of said Section 3, a found Salt Lake County Brass Cap; thence along the centerline of said Brighton Drain South 89°16'45" East 319.526 feet; thence North 83°52'16" East 2227.307 feet to the East line of the Northwest Quarter of said Section 3, thence South 00°05'54" West 577.191 feet to the Center of said Section 3; thence North 89°53'35" West along the South line of the Northwest Quarter of said Section 3, 2541.013 feet to the East right-of-way line of 7200 West; thence North 01°20'28" East along said East right-of-way line of 7200 West; 338.757 feet to the point of beginning.