

REV101512

Return to:

Rocky Mountain Power
Lisa Louder/Ruston Jenson
1407 West North Temple Ste. 110
Salt Lake City, UT 84116

11925285
10/06/2014 02:59 PM \$23.00
Book - 10265 Pg - 6895-6900
GARY W. OTT
REORDER, SALT LAKE COUNTY, UTAH
ROCKY MOUNTAIN POWER
ATTN: LISA LOUDER
1407 W NORTH TEMPLE STE 110
SLC UT 84116-3171
BY: TWP, DEPUTY - WI 6 P.

Project Name: _____

Project Tract Number: _____

WO#: 5874731

RW#: _____

RIGHT OF WAY EASEMENT

For value received,

**DENVER STREET APARTMENTS, LLC, a Utah limited liability company;
G & S PROPERTIES, LLC, a Utah limited liability company;
FIRST STEP HOUSE, a Utah non-profit corporation; and
TERRAPIN ENTERPRISES OF UTAH PARTNERSHIP, a Utah
general partnership**

("Grantors"), hereby grant to PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power its successors and assigns, ("Grantee"), an easement for a right of way **10** feet in width and **235** feet in length, more or less, 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, including guys and anchors outside of the right of way; wires, fibers, cables and other conductors and conduits therefore; and pads, transformers, switches, vaults and cabinets, along the general course now located by Grantee on, over, or 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 illustrated as Public Utility Easement Description No. 3 on the Exhibit "A" that is attached hereto and by this reference made a part hereof

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 (without payment therefore) the future right to keep the 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.

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 not inconsistent, as 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.

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 27 day of ~~April~~ May 2014

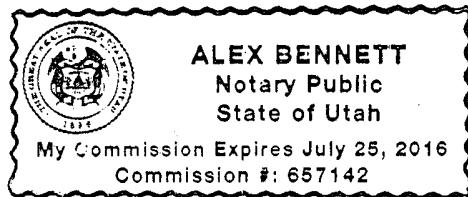
G & S PROPERTIES, LLC, a
Utah limited liability company

By: Layne A. Kresser
Layne A. Kresser, Manager

By: Ann H. Souvall, Manager

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

On this 27 day of May 2014, personally appeared before me LAYNE A. KRESSER and ANN H. SOUVALL, signers of the foregoing instrument, who duly acknowledged to me that they executed the same in their capacities as the Managers of G & S Properties, LLC, a Utah limited liability company and who further acknowledged that said limited liability company executed the same.



MM
NOTARY PUBLIC

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 22 day of May 2014

~~G & S PROPERTIES, LLC, a Utah limited liability company~~

By:

Layne A. Kresser, Manager

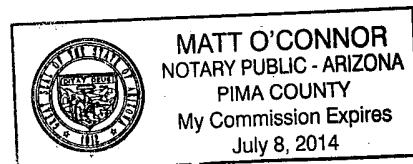
By:

Ann H. Souvall, Manager

~~in the~~
STATE OF UTAH Arizona)
Maricopa) ss.
COUNTY OF SALT LAKE ~~in~~)

On this 22 day of May 2014, personally appeared before me Layne A. Kresser and ANN H. SOUVALL, signers of the foregoing instrument, who duly acknowledged to me that they executed the same in their capacities as the Managers of G & S Properties, LLC; a Utah limited liability company and who further acknowledged that said limited liability company executed the same.

Matt O'Connor
NOTARY PUBLIC



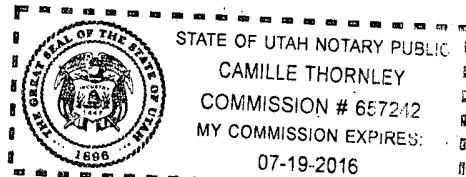
DENVER STREET APARTMENTS, LLC, a
Utah limited liability company

By: Brett Hollberg
~~Paul W. Hille~~, Manager
BRETT HOLLBERG

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

On this 26th day of September 2014, personally appeared before me BRETT HOLLBERG,
signer of the foregoing instrument who duly acknowledged to me that he executed the same in
his capacity as the Manager of Denver Street Apartments, LLC, a Utah limited liability company
and who further acknowledged that said limited liability company executed the same.

Camille Thornley
NOTARY PUBLIC

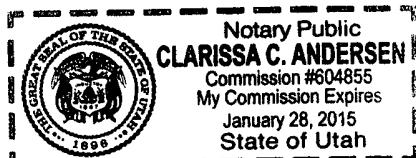


TERRAPIN ENTERPRISES OF UTAH PARTNERSHIP, a
Utah general partnership

By: 
David E. Littlefield, Partner

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

On this 20th day of May 2014, personally appeared before me DAVID E. LITTLEFIELD, signer of the foregoing instrument, who duly acknowledged to me that they executed the same in their capacities as the Partners of Terrapin Enterprises of Utah Partnership, a Utah general partnership and who further acknowledged that said partnership executed the same.



My Commission Expires:
Jan. 28, 2015

Clarissa Andersen
NOTARY PUBLIC
Residing In: Salt Lake Co.

FIRST STEP HOUSE, a

PUBLIC UTILITY EASEMENT DESCRIPTION NO. 1

A 10 FOOT WIDE PUBLIC UTILITY EASEMENT, 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE WESTERLY RIGHT-OF-WAY LINE OF DENVER STREET AND SOUTHEAST CORNER OF LOT 5, BLOCK 34, PLAT B, SALT LAKE CITY SURVEY, AND RUNNING THENCE WEST ALONG THE LOT LINE 99.00 FEET TO THE SOUTHWEST CORNER OF THE R. CLARK ARNOLD (ET AL) TRUST PROPERTY (TAX ID NO. 16-06-406-021) AND POINT OF TERMINATION.

PUBLIC UTILITY EASEMENT DESCRIPTION NO. 2

A 5 FOOT WIDE PUBLIC UTILITY EASEMENT, THE WESTERLY SIDE BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY LINE OF DENVER STREET AT A POINT 24.75 FEET EAST AND NORTH ALONG THE EASTERLY LINE OF DENVER STREET 5 FEET FROM THE SOUTHWEST CORNER OF LOT 6, BLOCK 34, PLAT B, SALT LAKE CITY SURVEY, AND RUNNING SOUTH ALONG THE EASTERLY LINE OF DENVER STREET 99.75 FEET TO THE SOUTHWEST CORNER OF GRANTOR'S PROPERTY AND POINT OF TERMINATION.

PUBLIC UTILITY EASEMENT DESCRIPTION NO. 3

A 10 FOOT WIDE PUBLIC UTILITY EASEMENT, 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE EASTERLY SIDE OF DENVER STREET AT A POINT EAST 24.75 FEET AND SOUTH ALONG SAID EASTERLY LINE 94.75 FEET FROM THE NORTHWEST CORNER OF LOT 7, BLOCK 34, PLAT "B", SALT LAKE CITY SURVEY, AND RUNNING THENCE EAST ALONG GRANTOR'S PROPERTY LINE 140.25 FEET TO THE CORNER OF GRANTOR'S PROPERTY; THENCE NORTH ALONG GRANTOR'S PROPERTY 94.75 FEET TO THE CORNER OF GRANTOR'S PROPERTY AND POINT OF TERMINATION.

PUBLIC UTILITY EASEMENT DESCRIPTION NO. 4

A 10 FOOT WIDE PUBLIC UTILITY EASEMENT, 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT SOUTH ALONG THE BLOCK LINE 29 FEET AND WEST PARALLEL WITH THE LOT LINE 165 FEET FROM THE NORTHEAST CORNER OF LOT 7, BLOCK 34, PLAT "B", SALT LAKE CITY SURVEY, AND RUNNING THENCE EASTERLY ALONG GRANTOR'S PROPERTY LINE 40 FEET TO THE POINT OF TERMINATION.

