

WHEN RECORDED RETURN TO:  
Oquirrh Hills Apartments, LLC  
748 W. Heritage Park Blvd., Ste. 203  
Layton, UT 84041

11967356  
12/24/2014 8:40:00 AM \$49.00  
Book - 10284 Pg - 5306-5323  
Gary W. Ott  
Recorder, Salt Lake County, UT  
NATIONAL TITLE AGCY OF UT INC  
BY: eCASH, DEPUTY - EF 18 P.

## EASEMENT AND MAINTENANCE AGREEMENT

This Easement and Maintenance Agreement (this "Agreement") is entered into effective as of the 23rd day of December, 2014, by and between OQUIRRH HILLS APARTMENTS, LLC, a Utah limited liability company ("Oquirrh Apartments"), and OQUIRRH HILLS PROPERTY, LLC, a Nevada limited liability company ("OHP").

### RECITALS

A. Oquirrh Apartments is, or will be as of the date this Agreement is recorded in the Salt Lake County Recorder's office, the owner of that certain real property in Magna Township, unincorporated Salt Lake County, State of Utah, known as Salt Lake County Tax Parcel 14-29-127-036, and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Residential Parcel"). Oquirrh Apartments intends to develop the Residential Parcel for multi-family residential use.

B. OHP is the owner of that certain real property in Magna Township, unincorporated Salt Lake County, State of Utah, known as Salt Lake County Tax Parcels 14-29-127-034, -035, -038, -039 and -040, and more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (collectively, the "Commercial Parcel"). OHP intends to develop the Commercial Parcel for retail/commercial use. The Residential Parcel and the Commercial Parcel shall be referred to herein collectively as the "Parcels".

C. OHP desires to grant certain easements for the benefit of the Residential Parcel, on the terms and conditions hereinafter set forth.

D. Oquirrh Apartments desires to grant certain easements for the benefit of the Commercial Parcel, on the terms and conditions hereinafter set forth.

E. Oquirrh Apartments and OHP have entered into that certain Development Agreement of even date herewith (the "Development Agreement"), regarding the construction of certain improvements on the Parcels for the benefit of both Parcels. In accordance therewith, the parties desire to enter into certain agreements regarding the maintenance of such improvements and the sharing of costs associated with such maintenance.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby covenant and agree that the Parcels and all present and future owners and occupants of the Parcels shall be and hereby are subject to the terms, covenants, easements, restrictions and conditions hereinafter set forth in this Agreement, so that said Parcels shall be maintained, kept, sold and used in full compliance with and subject to this Agreement and, in connection therewith, the parties on behalf of themselves and their respective successors and assigns covenant and agree as follows:

1. Definitions. For purposes hereof:

(a) The term "Owner" or "Owners" shall mean Oquirrh Apartments (as to the Residential Parcel) and OHP (as to the Commercial Parcel) and any and all successors or assigns of such persons as the owner or owners of fee simple title to all or any portion of the real property covered by this Agreement, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise, but not including the holder of any lien or encumbrance on such real property.

(b) The term "Parcel" or "Parcels" shall mean each separately identified parcel of real property now constituting a part of the real property subject to this Agreement as described on Exhibit "A" and Exhibit "B", that is, the Residential Parcel and the Commercial Parcel, and any future subdivisions thereof.

(c) The term "Permittees" shall mean the tenants and occupant(s) of a Parcel, and their respective employees, agents, contractors, customers, invitees and licensees.

(d) The term "Site Plan" shall mean that site plan of the Parcels attached hereto as Exhibit "C" and by this reference made a part hereof.

(e) The term "Eastern Access Drive" shall mean that driveway and related driveway improvements, including but not limited to paving, curbing, sidewalks, landscaping, lighting, striping and storm drainage facilities, in the location on the Residential Parcel as shown on the Site Plan.

(f) The term "Northern Access Drive" shall mean that driveway and related driveway improvements, including but not limited to paving, curbing, sidewalks, landscaping, lighting, striping and storm drainage facilities, in the location on the Residential Parcel as shown on the Site Plan. Collectively, the Eastern Access Drive and Northern Access Drive shall be referred to herein as the "Access Drives".

(g) The term "Water Line Easement Areas" shall mean those areas within which shall be located culinary water lines, facilities and related appurtenances serving the Commercial Parcel, in the locations on the Residential Parcel as shown on the Site Plan.

(h) The term "Detention Pond Easement Areas" shall mean those areas within which shall be located storm water detention ponds, drainage lines and facilities, and related appurtenances for conveying, collecting and detaining storm water from the Residential Parcel over, under, across and/or on the Commercial Parcel, in the locations on the Commercial Parcel as shown on the Site Plan.

(i) The term "Storm Drain Easement Areas" shall mean those areas within which shall be located storm drain lines, facilities and related appurtenances serving the Commercial Parcel, in the locations on the Residential Parcel as shown on the Site Plan.

(j) The term "Prime Rate" shall mean, for each calendar month, the highest prime rate reported in the "Money Rates" column or section of The Wall Street Journal published on the second business day of such month, as having been the rate in effect for corporate loans at large U.S. money center commercial banks (whether or not such rate has actually been charged by any such bank) as of the first calendar day of such month; provided however, that if such rate is no longer published in The Wall Street Journal or is otherwise unavailable, the parties hereto shall select a substantially comparable index of short term loan interest rates charged by U.S. banks to corporate borrowers to serve as a replacement.

## 2. Easements.

2.1 OHP Grant of Easements. Subject to any express conditions, limitations or reservations contained herein, OHP hereby grants the Owner and Permittees of the Residential Parcel the following perpetual easements which are hereby imposed upon the Commercial Parcel and all present and future Owners and Permittees of the Commercial Parcel:

- (a) Storm Water Detention: An exclusive easement over, under, across and on the Detention Pond Easement Areas for the drainage, conveyance and detention of storm water, and the right of reasonable ingress and egress over, upon and across the Commercial Parcel to construct, operate, maintain, repair and replace any above ground and underground storm water detention ponds, drainage pipes and other related apparatus (collectively, the "**Detention Facilities**") within the Detention Pond Easement Areas. In no event shall any of the Detention Facilities become or be deemed the property of OHP.

Oquirrh Apartments covenants and agrees to use good faith, diligent efforts to (i) provide OHP reasonable notice prior to performing any work in the Detention Pond Easement Areas, and (ii) minimize the disruption to OHP and the Commercial Parcel caused by any such work. The Detention Pond Easement Areas shall be utilized only for storm water from the Residential Parcel. No buildings or structures shall be constructed in the

Detention Pond Easement Areas. Following completion of construction, no grading or other alterations shall be made to the Detention Facilities.

Oquirrh Apartments shall maintain the landscaping in the Detention Pond Easement Areas in good and attractive condition, as shown in the Site Plan, and shall timely replace any dead or diseased landscaping so as to keep the appearance of the Detention Pond Easement Areas in good and attractive condition.

Following any exercise by Oquirrh Apartments of any easement rights set forth in this Section 2.1(a), Oquirrh Apartments shall, at Oquirrh Apartment's sole cost, promptly restore the Commercial Parcel to substantially the same condition as existed prior to such exercise.

Oquirrh Apartments assumes all risks and responsibilities for accidents, injuries or deaths to persons or damage to property which may occur in connection with Oquirrh Apartments' exercise of its rights set forth herein, unless due to OHP's gross negligence or willful misconduct. Oquirrh Apartments shall indemnify, defend and hold OHP harmless from and against any and all claims, liabilities, losses, damages and costs (including reasonable attorney fees) resulting from or in any way related to Oquirrh Apartments' exercise of its rights under this easement, unless due to OHP's gross negligence or willful misconduct.

- (b) Signage: An exclusive license and easement to place, display and maintain the Oquirrh Apartments Sign (as defined in the Development Agreement), in the location shown on the Site Plan attached hereto, including an easement for reasonable access, ingress and egress over, upon and across the Commercial Parcel for the same.

Oquirrh Apartments shall maintain the Oquirrh Apartments Sign in good and attractive condition.

Following any exercise by Oquirrh Apartments of any easement rights set forth in this Section 2.1(b), Oquirrh Apartments shall, at Oquirrh Apartment's sole cost, promptly restore the Commercial Parcel to substantially the same condition as existed prior to such exercise.

Oquirrh Apartments assumes all risks and responsibilities for accidents, injuries or deaths to persons or damage to property which may occur in connection with Oquirrh Apartments's exercise of its rights set forth herein, unless due to OHP's gross negligence or willful misconduct. Oquirrh Apartments shall indemnify, defend and hold OHP harmless from and against any and all claims, liabilities, losses, damages and costs (including reasonable attorney fees) resulting from or in any way related to Oquirrh

Apartments's exercise of its rights under this easement, unless due to OHP's gross negligence or willful misconduct.

2.2 Oquirrh Apartments Grant of Easements. Subject to any express conditions, limitations or reservations contained herein, Oquirrh Apartments hereby grants the Owner and Permittees of the Commercial Parcel the following nonexclusive, perpetual easements which are hereby imposed upon the Residential Parcel and all present and future Owners and Permittees of the Residential Parcel:

- (a) Culinary Water: An easement over, under, across and on the Water Line Easement Areas for the conveyance of culinary water, and the right of reasonable ingress and egress to install, maintain, repair and replace any underground water lines, pipes and other related apparatus (collectively, the "Water Facilities") within the Water Line Easement Areas.

OHP covenants and agrees to use good faith, diligent efforts to (i) provide Oquirrh Apartments reasonable notice prior to performing any work in the Water Line Easement Areas, and (ii) minimize the disruption to Oquirrh Apartments and the Residential Parcel caused by any such work.

Oquirrh Apartments shall have the right to use the Water Line Easement Areas for any and all purposes whatsoever, provided any such use shall not limit or interfere with OHP's exercise and enjoyment of the easement rights set forth herein. Notwithstanding the foregoing, in no event shall any building or other permanent structure be allowed in the Water Line Easement Areas (roadways, parking areas, landscaping and other similar improvements are allowed).

Following any exercise by OHP of any easement rights set forth in this Section 2.2(a), OHP shall, at OHP's sole cost, promptly restore the Residential Parcel to substantially the same condition as existed prior to such exercise.

OHP assumes all risks and responsibilities for accidents, injuries or deaths to persons or damage to property which may occur in connection with OHP's exercise of its rights set forth herein, unless due to Oquirrh Apartments' gross negligence or willful misconduct. OHP shall indemnify, defend and hold Oquirrh Apartments harmless from and against any and all claims, liabilities, losses, damages and costs (including reasonable attorney fees) resulting from or in any way related to OHP's exercise of its rights under this easement, unless due to Oquirrh Apartments' gross negligence or willful misconduct.

- (b) Storm Drain: An easement over, under, across and on the Storm Drain Easement Areas for the conveyance of storm drain water, and the right of reasonable ingress and egress to install, maintain, repair and replace any

underground storm drain lines, pipes and other related apparatus (collectively, the "Storm Drain Facilities") within the Storm Drain Easement Areas.

OHP covenants and agrees to use good faith, diligent efforts to (i) provide Oquirrh Apartments reasonable notice prior to performing any work in the Storm Drain Easement Areas, and (ii) minimize the disruption to Oquirrh Apartments and the Residential Parcel caused by any such work.

Oquirrh Apartments shall have the right to use the Storm Drain Easement Areas for any and all purposes whatsoever, provided any such use shall not limit or interfere with OHP's exercise and enjoyment of the easement rights set forth herein. Notwithstanding the foregoing, in no event shall any building or other permanent structure be allowed in the Storm Drain Easement Areas (roadways, parking areas, landscaping and other similar improvements are allowed).

Following any exercise by OHP of any easement rights set forth in this Section 2.2(b), OHP shall, at OHP's sole cost, promptly restore the Residential Parcel to substantially the same condition as existed prior to such exercise.

OHP assumes all risks and responsibilities for accidents, injuries or deaths to persons or damage to property which may occur in connection with OHP's exercise of its rights set forth herein, unless due to Oquirrh Apartments' gross negligence or willful misconduct. OHP shall indemnify, defend and hold Oquirrh Apartments harmless from and against any and all claims, liabilities, losses, damages and costs (including reasonable attorney fees) resulting from or in any way related to OHP's exercise of its rights under this easement, unless due to Oquirrh Apartments' gross negligence or willful misconduct.

### 3. Maintenance.

3.1 Maintenance of Access Drives. Oquirrh Apartments shall be responsible for maintaining the Access Drives in a reasonably clean, safe and orderly condition. Such maintenance shall include but not be limited to maintaining, repairing and replacing as necessary all paved roadway areas and sidewalks, appropriate lighting fixtures, marking, directional signs, lines and striping, landscaping, and any signage, all in good condition and repair, and removing all papers, debris and other refuse, and performing any and all other duties as are reasonably necessary in connection therewith. Oquirrh Apartments shall be responsible for snow removal from the Access Drives. Oquirrh Apartments may, but shall not be required to, enter into one or more third-party contracts for the provision of all or any portion of its maintenance obligations as described herein.

3.2 OHP's Maintenance Contribution. As reimbursement for its share of the costs of maintaining the Access Drives as set forth in Section 3.1, OHP shall pay to Oquirrh Apartments one half (1/2) of such costs within ten (10) days of receiving a written billing from Oquirrh Apartments. OHP's share (or portion thereof, as applicable) of the costs of maintaining the Access Drives shall be automatically allocated and separately billed to any successor Owner of any lot within the Commercial Parcel, who shall timely pay the same as required by this Section 3.2. Unless otherwise agreed upon in writing by the Oquirrh Hills Property Owners Association, each Owner of any lot within the Commercial Parcel shall pay a pro rata share of the foregoing maintenance costs based on the square footage of such Owner's respective lot.

4. Insurance. Throughout the term of this Agreement, each Owner shall procure and maintain commercial general liability insurance, and property damage insurance against claims for personal injury, death, or property damage occurring upon such Owner's Parcel, with single limit coverage of not less than an aggregate of Two Million Dollars (\$2,000,000.00) including umbrella coverage, if any, and naming each other Owner (provided the Owner obtaining such insurance has been supplied with the name of such other Owner in the event of a change thereof) as additional insureds.

5. Remedies and Enforcement.

5.1 All Legal and Equitable Remedies Available. In the event of a breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall give written notice thereof to the defaulting Owner, who upon receipt of such notice shall have a period of ten (10) days to cure such breach. If such defaulting Owner fails to cure such breach within ten (10) days as provided herein (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 10-day period, the defaulting Owner promptly commences such cure within such 10-day period and thereafter diligently prosecutes such cure to completion), the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

5.2 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner to cure a breach of this Agreement within ten (10) days following written notice thereof by an Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 10-day period, the defaulting Owner promptly commences such cure within such 10-day period and thereafter diligently prosecutes such cure to completion), any Owner shall have the right to perform such obligation contained in this Agreement on behalf of such defaulting Owner and be reimbursed by such defaulting Owner upon demand for the reasonable costs thereof together with interest at the greater of ten percent (10%) or the Prime Rate plus two percent (2%) (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency, or (ii) blockage or material impairment of the easement rights granted herein, an Owner may immediately cure the same and be reimbursed by the Owner otherwise obligated to perform such

work upon demand for the reasonable cost thereof together with interest at the greater of ten percent (10%) or the Prime Rate plus two percent (2%), as above described.

5.3 Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

5.4 No Termination For Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcels covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

5.5 Irreparable Harm. In the event of a violation of any of the provisions of Section 2 of this Agreement, each Owner agrees that such violation shall cause the nondefaulting Owner and/or its Permittees to suffer irreparable harm and such nondefaulting Owner and its Permittees shall have no adequate remedy at law. As a result, in the event of a violation of any of the provisions of Section 2 of this Agreement, the nondefaulting Owner, in addition to all remedies available at law or otherwise under this Agreement, shall be entitled to injunctive or other equitable relief to enjoin such violation.

6. Term. The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Salt Lake County Recorder and shall remain in full force and effect thereafter in perpetuity, unless this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of the Residential Parcel and the Commercial Parcel in accordance with Section 7.2 hereof.

7. Miscellaneous.

7.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party after a final adjudication shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

7.2 Amendment. The parties agree that the provisions of this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners of the Residential Parcel and the Commercial Parcel, evidenced by a document that has been fully executed and acknowledged by all such record Owners and recorded in the official records of the County Recorder of Salt Lake County, Utah.



7.3 Consents. Wherever in this Agreement the consent or approval of an Owner is required, unless otherwise expressly provided herein, such consent or approval shall not be unreasonably withheld, conditioned or delayed. Any request for consent or approval shall: (a) be in writing; (b) specify the section hereof which requires that such notice be given or that such consent or approval be obtained; and (c) be accompanied by such background data as is reasonably necessary to make an informed decision thereon. The consent of an Owner under this Agreement, to be effective, must be given, denied or conditioned expressly and in writing.

7.4 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

7.5 No Agency. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third party beneficiary rights in any person or entity not a party hereto.

7.6 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

7.7 Grantee's Acceptance. The grantee of any Parcel or any portion thereof, by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from an original party or from a subsequent owner of such Parcel, shall accept such deed or contract upon and subject to each and all of the easements, covenants, conditions, restrictions and obligations contained herein. By such acceptance, any such grantee shall for himself and his successors, assigns, heirs, and personal representatives, covenant, consent, and agree to and with the other party, to keep, observe, comply with, and perform the obligations and agreements set forth herein with respect to the property so acquired by such grantee.

7.8 Severability. Each provision of this Agreement and the application thereof to the Residential Parcel and the Commercial Parcel are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held by a court of competent jurisdiction to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. Ownership of both Parcels by the same person or entity shall not terminate this Agreement nor in any manner affect or impair the validity or enforceability of this Agreement.

7.9 Time of Essence. Time is of the essence of this Agreement.

7.10 Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

7.11 Notices. Any notice, request, demand or other communication (collectively referred to as "Notice") required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered or sent by a nationally recognized overnight carrier, or by certified and/or registered mail, return receipt requested, postage prepaid to the parties at the addresses listed below their respective signatures. Notice will be deemed given and received on the earliest of (a) when actually delivered; (b) on the first Business Day after deposit with an overnight air courier service; or (c) on the third Business Day after deposit in the United States mail, postage prepaid. Any Notice which is returned or unable to be delivered because of a changed address for which no timely notice was given, or because acceptance is refused, shall be deemed given and received on the earlier of the date when it is returned, or unable to be delivered, or on the date when acceptance is refused. Any party may designate a change of address, provided, however, that no change of address will be effective until written notice thereof is actually received by the party to whom such address change is sent.

7.12 Governing Law. The laws of the State of Utah shall govern the interpretation, validity, performance, and enforcement of this Agreement.

7.13 Estoppel Certificates. Each Owner, within fifteen (15) days of its receipt of a written request from the other Owner(s), shall from time to time provide the requesting Owner a certificate binding upon such Owner stating: (a) to the best of such Owner's knowledge, whether any party to this Agreement is in default or violation of this Agreement and if so identifying such default or violation; and (b) that this Agreement is in full force and effect and identifying any amendments to the Agreement as of the date of such certificate.

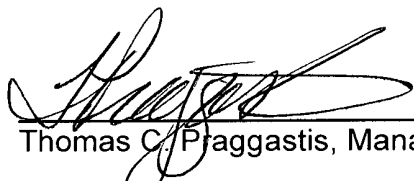
7.14 Bankruptcy. In the event of any bankruptcy affecting any Owner or occupant of any Parcel, the parties agree that this Agreement shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by the bankrupt person or entity.

7.15 Recording. This Agreement shall be recorded in the Salt Lake County Recorder's office at the closing of Oquirrh Apartments' purchase of the Residential Parcel from OHP, with each party sharing equally in the costs thereof.

7.16 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date set forth above.

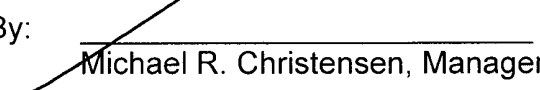
**Oquirrh Hills Property, LLC**

By:   
Thomas C. Praggastis, Manager

Address:  
P.O. Box 6090  
Ketchum, ID 83340

**Oquirrh Hills Apartments, LLC**

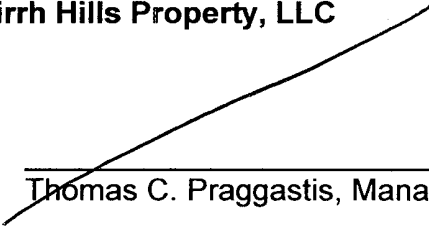
By: GC Oquirrh Hills Apartments, LLC  
Its Manager

By:   
Michael R. Christensen, Manager

Address:  
748 W. Heritage Park Blvd., Ste. 203  
Layton, UT 84041

IN WITNESS WHEREOF, the parties have entered into this Agreement effective as of the date set forth above.

**Oquirrh Hills Property, LLC**

By:   
Thomas C. Praggastis, Manager

Address:  
P.O. Box 6090  
Ketchum, ID 83340

**Oquirrh Hills Apartments, LLC**

By: GC Oquirrh Hills Apartments, LLC  
Its Manager

By:   
Michael R. Christensen, Manager

Address:  
748 W. Heritage Park Blvd., Ste. 203  
Layton, UT 84041

**ACKNOWLEDGMENT**

STATE OF UTAH                    )  
   ss.  
 COUNTY OF SALT LAKE )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of  
DECEMBER, 2014, by Michael R. Christensen, Manager of GC Oquirrh Hills  
 Apartments, LLC, the Manager of OQUIRRH HILLS APARTMENTS, LLC, a Utah  
 limited liability company.

*M. Dean Smith*  
 \_\_\_\_\_  
 NOTARY PUBLIC



**ACKNOWLEDGMENT**

STATE OF UTAH                    )  
   ss.  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of  
 \_\_\_\_\_, 2014, by Thomas C. Praggastis, the Manager of OQUIRRH HILLS  
 PROPERTY, LLC, a Nevada limited liability company.

\_\_\_\_\_  
 NOTARY PUBLIC

**ACKNOWLEDGMENT**

STATE OF UTAH )  
 )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by Michael R. Christensen, Manager of GC Oquirrh Hills Apartments, LLC, the Manager of OQUIRRH HILLS APARTMENTS, LLC, a Utah limited liability company.

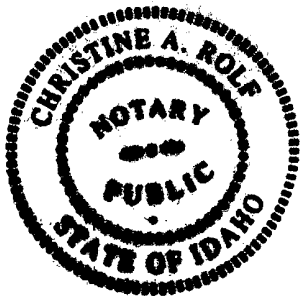
\_\_\_\_\_  
NOTARY PUBLIC

**ACKNOWLEDGMENT**

STATE OF ~~UTAH~~ IDAHO )  
 )  
 ) ss.  
COUNTY OF BLAINE )

The foregoing instrument was acknowledged before me this 15th day of December, 2014, by Thomas C. Praggastis, the Manager of OQUIRRH HILLS PROPERTY, LLC, a Nevada limited liability company.

*Christine A. Rolf*  
NOTARY PUBLIC



**EXHIBIT A**

**LEGAL DESCRIPTION OF RESIDENTIAL PARCEL**

**LOT 1 OF FLANGAS CROSSING P.U.D. SUBDIVISION RECORDED IN BOOK 2013P,  
AND PAGE 0120 OF SALT LAKE COUNTY RECORDS**

**EXHIBIT B**

**LEGAL DESCRIPTION OF COMMERCIAL PARCEL**

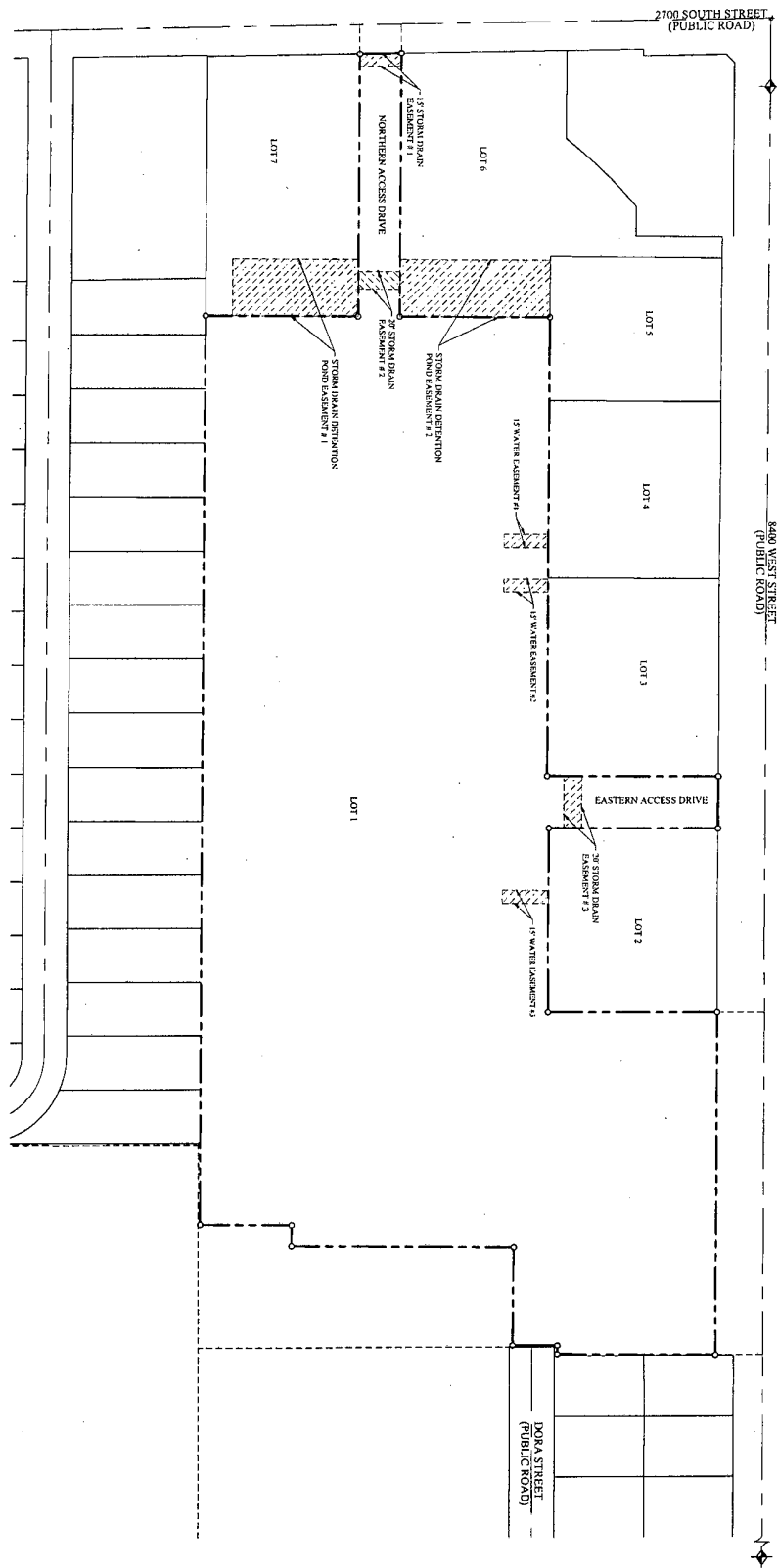
**LOTS 2, 3, 4, 6 AND 7 OF FLANGAS CROSSING P.U.D. SUBDIVISION RECORDED  
IN BOOK 2013P, AND PAGE 0120 OF SALT LAKE COUNTY RECORDS**



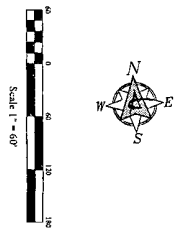
**EXHIBIT C**

**SITE PLAN**

[See Attached]



**FLANGAS CROSSING P.U.D. SUBDIVISION PROPOSED EASEMENT EXHIBIT**  
**2850 SOUTH 8400 WEST, MAGNA UTAH**  
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE & MERIDIAN,  
 SITUATED IN LOT 1, FLANGAS CROSSING P.U.D. SUBDIVISION



SHEET  
1 OF 1


 Salt Lake City Office Tel: (801) 487-8540  
 231 WEST 800 SOUTH  
 Salt Lake City, Utah 84119  
 Fax: (801) 487-8568  
**Ward Engineering Group**  
 Planning • Engineering • Surveying

REVISIONS			
NO.	DATE	BY	REVISION

**FLANGAS CROSSING P.U.D. SUBDIVISION**  
**PROPOSED EASEMENTS EXHIBIT**  
**2850 SOUTH 8400 WEST, MAGNA UTAH**  
 LOCATED IN THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 1 SOUTH,  
 RANGE 2 WEST, SALT LAKE BASE & MERIDIAN  
 SITUATED IN FLANGAS CROSSING P.U.D. SUBDIVISION

CLIENT: <b>THE DORN COMPANY</b> DORS 14-009 EASEMENTS JOB NO. _____ DRAWING NO. _____ SHEET NO. _____	DRAWN BY: _____ FIELD CHECK BY: _____ CHECKED BY: _____ DATE: 12/29/14
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