

WHEN RECORDED RETURN TO:

Oquirrh Hills Apartments, LLC
748 W. Heritage Park Blvd #203
Hayden, UT 84041

11967358

12/24/2014 8:40:00 AM \$22.00

Book - 10284 Pg - 5329-5335

Gary W. Ott

Recorder, Salt Lake County, UT

NATIONAL TITLE AGCY OF UT INC

BY: eCASH, DEPUTY - EF 7 P.

WET UTILITIES EASEMENT AGREEMENT

This Wet Utilities Easement Agreement ("Easement") is made this 23rd day of December, 2014, by and between Oquirrh Hills Property, LLC, a Nevada limited liability company ("OHP"), Oquirrh Hills Apartments, LLC, a Utah limited liability company ("OH Apartments") and A&A Holding Limited Company of Utah, a Utah limited liability company ("A&A"). Each of the foregoing may be referred to herein as a "Party", and all of them may collectively be referred to herein as the "Parties".

WHEREAS, OHP is the fee owner of that certain real property located in Magna Township, Salt Lake County, Utah, legally described as Lots 2, 3, 4 and 6 of the Flangas Crossing P.U.D. Subdivision (the "Subdivision"), according to the official plat thereof recorded June 25, 2013, as Entry No. 11671372, in the office of the Salt Lake County Recorder (the "Plat"); and

WHEREAS, OH Apartments is the fee owner of that certain real property legally described as Lot 1 of the Subdivision; and

WHEREAS, A&A is the fee owner of that certain real property legally described as Lot 5 of the Subdivision; and

WHEREAS, the Plat provides a 20' Public Utility and Drainage Easement (the "Existing PUE") which encumbers and benefits Lots 1, 2, 3, 4, 5 and 6 (collectively, the "Lots"); and

WHEREAS, certain existing wet utility improvements, as constructed and installed, are located outside the boundaries of the Existing PUE; and

WHEREAS, the Parties desire to enter into this Easement in order to include within the Easement all such existing wet utility improvements and to provide such additional easement rights as set forth herein for the benefit of the Parties and the Lots.

NOW THEREFORE, for the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

Each Party hereby declares and grants to, and for the benefit of, each other Party a perpetual easement with respect to the Easement Area (described below), for

the purpose of operating, utilizing, maintaining, repairing and replacing (i) storm water management facilities, storm sewer lines or storm drainage lines, including any building connection lines, plus all necessary inlet structures, manholes, and appurtenances for the collection of storm waters and its transmission through and across the Lots, (ii) sanitary sewer lines and facilities, including any building connection lines, lateral lines, plus all necessary manholes, and appurtenances for the collection of sanitary sewage and its transmission through and across the Lots, and (iii) culinary water lines and facilities, including any building connection lines, and appurtenances, for the transmission and distribution of water through and across the Lots. The boundaries of the Easement Area to which this Easement applies are set forth on Exhibit "A" and shown on Exhibit "B", both attached hereto and incorporated herein. The Easement Area encumbers portions of all of the Lots. Each Party, its officers, employees and agents shall have the right of reasonable ingress to and egress from the Easement Area across the Lots for the purposes set forth herein. Each Party covenants and agrees to use good faith, diligent efforts to (i) provide each other affected Party reasonable notice prior to performing any work in the Easement Area, and (ii) minimize the disruption to each other Party caused by any such work.

Each Party shall have the right to use the portion(s) of the Easement Area located within the Lot(s) owned by such Party for any and all purposes whatsoever, provided any such use shall not limit or interfere with the exercise and enjoyment, by each other Party hereto, of the easement rights set forth herein. Notwithstanding the foregoing, in no event shall any building or other permanent structure be allowed in the Easement Area (roadways and parking areas are allowed).

Following any exercise by any Party of any easement rights set forth herein, such Party shall, at such Party's sole cost, promptly restore the Lots, or applicable portion(s) thereof, to substantially the same condition as existed prior to such exercise.

Each Party assumes all risks and responsibilities for accidents, injuries or deaths to persons or damage to property which may occur in connection with such Party's exercise of its rights set forth herein, unless due to another Party's gross negligence or willful misconduct. Each Party shall indemnify, defend and hold each other Party 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 such indemnifying Party's exercise of its rights under this Easement, unless due to another Party's gross negligence or willful misconduct.

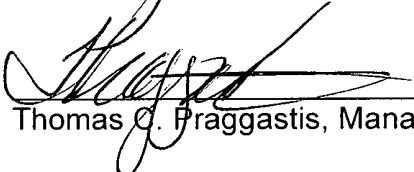
This Easement, and the rights and burdens set forth herein, shall run with the land, and shall be binding upon and benefit each Party, their successors and assigns.

This Easement may be executed in multiple counterparts, all of which, taken together, shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, each Party has executed this Easement as of the date set forth above.

OQUIRRH HILLS PROPERTY, LLC

By: 
Thomas C. Praggastis, Manager

OQUIRRH HILLS APARTMENTS, LLC

By: _____
Michael R. Christensen, Manager

A&A HOLDING LIMITED COMPANY OF UTAH

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each Party has executed this Easement as of the date set forth above.

OQUIRRH HILLS PROPERTY, LLC

By: _____
Thomas C. Praggastis, Manager

OQUIRRH HILLS APARTMENTS, LLC

By: GC Quirrh Hills Apartments, LLC its manager

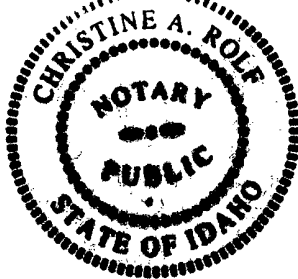
By: Michael R. Christensen
Michael R. Christensen, Manager

A&A HOLDING LIMITED COMPANY OF UTAH

By: Jeff Ostler
Name: Jeff Ostler
Title: Manager / Member

STATE OF IDAHO)
)
) :ss.
COUNTY OF BLAINE)

The foregoing instrument was acknowledged before me this 15th day of December, 2014, by Thomas C. Praggastis, Manager of Oquirrh Hills Property, LLC.



Christine A. Rolf

NOTARY PUBLIC

~~STATE OF UTAH)
)
) :ss.
COUNTY OF _____)~~

~~The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Michael R. Christensen, Manager of Oquirrh Hills Apartments, LLC.~~

~~_____
NOTARY PUBLIC~~

~~STATE OF UTAH)
)
) :ss.
COUNTY OF _____)~~

~~The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, the _____ of A&A Holding Limited Company of Utah.~~

~~_____
NOTARY PUBLIC~~

STATE OF _____)
:ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by Thomas C. Praggastis, Manager of Oquirrh Hills Property, LLC.

NOTARY PUBLIC

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

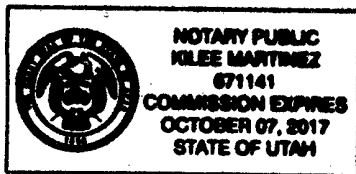
The foregoing instrument was acknowledged before me this 23rd day of DECEMBER, 2014, by Michael R. Christensen, Manager of Oquirrh Hills Apartments, LLC. Manager of GC Oquirrah Hills Apartments LLC



M. Christensen
NOTARY PUBLIC

STATE OF UTAH)
:ss.
COUNTY OF Utah)

The foregoing instrument was acknowledged before me this 25 day of NOV., 2014, by Jeff Ostler, the manager of A&A Holding Limited Company of Utah.



Kilee Martinez
NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT AREA

A WET UTILITY EASEMENT LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN, SALT LAKE COUNTY, UTAH DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN AS MARKED BY A SALT LAKE COUNTY SURVEY BRASS CAP (THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 00°11'35" EAST, ALONG THE EAST LINE OF NORTHWEST QUARTER OF SECTION 29, FROM THE FOUND SALT LAKE COUNTY MONUMENT MARKING THE CENTER OF SECTION, TO THE FOUND SALT LAKE COUNTY MONUMENT MARKING THE NORTH QUARTER CORNER OF SAID SECTION 29, TOWNSHIP 1 SOUTH, RANGE 2 WEST, SALT LAKE BASE AND MERIDIAN.); THENCE SOUTH 0°11'35" WEST 1060.34 FEET ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 29 AND NORTH 89°50'40" WEST 241.64 FEET TO A POINT AT THE SOUTHWEST CORNER OF LOT 2 FLANGAS CROSSING P.U.D. SUBDIVISION, SAID POINT IS ALSO THE TRUE POINT OF BEGINNING AND RUNNING THENCE ALONG THE WEST LINE OF LOT 2, COMMON TO LOT 1 OF SAID SUBDIVISION NORTH 0°09'20" EAST 212.33 FEET TO THE NORTHWEST CORNER OF SAID LOT 2; THENCE NORTH 2°00'38" WEST 60.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE ALONG THE WEST LINE OF LOT 3, 4, AND 5 COMMON TO LOT 1 OF SAID SUBDIVISION AND THE EXTENSION THEREOF NORTH 0°09'20" EAST 679.62 FEET; THENCE NORTH 48°23'24" WEST 26.23 FEET; THENCE NORTH 0°22'47" EAST 130.60 FEET TO THE SOUTH RIGHT OF WAY LINE OF 2700 SOUTH STREET; THENCE ALONG SAID RIGHT OF WAY NORTH 88°50'33" EAST 36.29 FEET TO THE NORTHEAST CORNER OF LOT 6 OF SAID SUBDIVISION; THENCE SOUTH 0°22'47" WEST 100.51 FEET; THENCE SOUTH 48°23'24" EAST 6.05 FEET; THENCE SOUTH 0°09'20" WEST 996.23 FEET TO A POINT ON THE SOUTH LINE OF LOT 2 OF SAID SUBDIVISION; THENCE ALONG THE SOUTH LINE OF LOT 2, COMMON TO LOT 1 OF SAID SUBDIVISION NORTH 89°50'40" WEST 19.00 FEET TO THE POINT OF BEGINNING.

14-29-127-040 14-29-127-038 14-29-127-034
14-29-127-039 14-29-127-035 14-29-127-036