

January 29, 2016

VIA ELECTRONIC FILING

Public Utility Commission of Oregon
201 High Street SE, Suite 100
Salem, OR 97301-1166

Attn: Filing Center

RE: UPN ___ PacifiCorp Notice of Property Disposition—Execution of Access Relocation and Property Conveyance Agreement, and Related Quit-Claim Deed, with Camarlot Investments, LLC

Under ORS 757.480(2), PacifiCorp d/b/a/ Pacific Power (PacifiCorp or Company) hereby provides notice of the disposition of property necessary or useful in the provision of utility service (Notice).

In order to accommodate the critical expansion of PacifiCorp's McClelland substation yard, located in Salt Lake County, Utah, PacifiCorp entered into an Access Relocation and Property Conveyance Agreement (Agreement) with Camarlot Investments, LLC (Camarlot) on October 2, 2012. The Agreement provided for certain smaller transactions related to PacifiCorp and Camarlot properties located in Salt Lake County, Utah. Among the transactions contemplated by the Agreement, PacifiCorp needed to transfer a 5,318 sq. ft. parcel of its property, in an in-kind exchange, for a 410 sq. ft. parcel of Camarlot property.

The Agreement was signed in October 2012, but the property exchange did not close until November 30, 2015, when the Quit-Claim Deed for the PacifiCorp property was recorded in Salt Lake County, Utah. The timing delay between signing the Agreement and closing was caused by the fulfillment of certain conditions precedent, as set forth in Section 3 of the Agreement, including required rezoning and lot line corrections.

The fulfillment of the Agreement allows PacifiCorp to proceed with the critical expansion of its McClelland substation yard, and also allows Camarlot and its patrons to continue to access Camarlot's property. A recorded copy of the Quit-Claim Deed evidencing the transfer of PacifiCorp property to Camarlot is included with this Notice as Attachment A. A copy of the Agreement, provided for reference, is included with this Notice as Attachment B.

The value of the PacifiCorp parcel transferred to Camarlot is estimated to be \$50,000. The transfer of PacifiCorp property under the Agreement will not interfere with PacifiCorp's ability to operate its facilities or impede access to the Company's property. The property deeded from PacifiCorp to Camarlot does not have foreseeable benefit to the substation; however, the property deeded to PacifiCorp by Camarlot will be a very useful portion of PacifiCorp's

substation lands. The public is not harmed because PacifiCorp will continue to be able to fulfill its obligation to provide safe, reliable electric service.

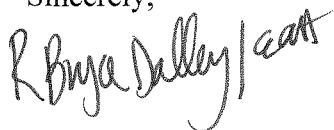
PacifiCorp respectfully requests that all correspondence and data requests regarding this matter be addressed to:

By E-mail (preferred): datarequest@pacificorp.com.

By regular mail: Data Request Response Center
PacifiCorp
825 NE Multnomah, Suite 2000
Portland, OR 97232

Please direct informal questions with respect to this filing to Erin Apperson at 503-813-6642.

Sincerely,

A handwritten signature in black ink that reads "R. Bryce Dalley" with a stylized flourish at the end.

R. Bryce Dalley
Vice President, Regulation

ATTACHMENT A
QUIT-CLAIM DEED

12179544
11/30/2015 3:46:00 PM \$16.00
Book - 10383 Pg - 6654-6657
Gary W. Ott
Recorder, Salt Lake County, UT
FIRST AMERICAN TITLE
BY: eCASH, DEPUTY - EF 4 P.

WHEN RECORDED, MAIL TO:
Rocky Mountain Power
Property Management Dept
Attn: Lisa Louder/BK
1407 West North Temple, suite 110
Salt Lake City, Utah 84116
Parcel No.
File No. 572 7192
Tax ID No. 16-08-251-004

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED is made and entered into as of the 10TH day of ~~NOVEMBER~~ 2015, by and between Camarlot Investments, LLC, a Utah limited liability company ("Camarlot" or "Grantee") and PACIFICORP, an Oregon corporation, dba ROCKY MOUNTAIN POWER, successor in interest to Utah Power & Light Company, ("RMP" or "Grantor"); CAMARLOT and RMP are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. RMP owns a tract of land located in Salt Lake County, Utah, more particularly described in Exhibit "A" attached hereto and incorporated by reference (the "Property"). For convenience of the Parties, the Property boundaries are shown in the drawing attached hereto and incorporated by reference as Exhibit "B".

B. Camarlot and RMP are parties to that certain Access Relocation and Property Conveyance Agreement dated as of October 25, 2012 ("the Agreement").

C. In accordance with the terms of the Access Relocation and Property Conveyance Agreement, RMP desires to grant and Camarlot desires to receive ownership of the Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Camarlot and RMP agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated in this Agreement as if fully set forth in the body of this Agreement.

2. Grant of Property. RMP, hereby QUIT-CLAIMS to Camarlot, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the parcel of land in Salt Lake County, Utah as described in Exhibit "A" attached hereto and incorporated by reference (the "Property").

WHEN RECORDED, MAIL TO:
Rocky Mountain Power
Property Management Dept
Attn: Lisa Louder/BK
1407 West North Temple, suite 110
Salt Lake City, Utah 84116
Parcel No.
File No. 572-7192
Tax ID No. 16-08-251-004

This document has been recorded electronically. Please see the attached copy to view the County Recorder's stamp as it now appears in the public record.

Submitted by: First American Title Ins. Agency Inc.

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED is made and entered into as of the 10TH day of ~~NOVEMBER~~, 2015, by and between Camarlot Investments, LLC, a Utah limited liability company ("Camarlot" or "Grantee") and PACIFICORP, an Oregon corporation, dba ROCKY MOUNTAIN POWER, successor in interest to Utah Power & Light Company, ("RMP" or "Grantor"); CAMARLOT and RMP are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. RMP owns a tract of land located in Salt Lake County, Utah, more particularly described in **Exhibit "A"** attached hereto and incorporated by reference (the "Property"). For convenience of the Parties, the Property boundaries are shown in the drawing attached hereto and incorporated by reference as **Exhibit "B"**.

B. Camarlot and RMP are parties to that certain Access Relocation and Property Conveyance Agreement dated as of October 25, 2012 ("the Agreement").

C. In accordance with the terms of the Access Relocation and Property Conveyance Agreement, RMP desires to grant and Camarlot desires to receive ownership of the Property.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Camarlot and RMP agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated in this Agreement as if fully set forth in the body of this Agreement.

2. Grant of Property. RMP, hereby QUIT-CLAIMS to Camarlot, for the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the parcel of land in Salt Lake County, Utah as described in **Exhibit "A"** attached hereto and incorporated by reference (the "Property").

3. Running of Benefits and Burdens. All provisions of this instrument run with the land and are binding upon of the successors and assigns of Camarlot and RMP.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date first set forth above.

GRANTOR:

PACIFCORP, an Oregon corporation,
dba **ROCKY MOUNTAIN POWER**

By: 
Cindy A. Crane

Its: President & CEO

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

I hereby certify that on this 10TH day of NOVEMBER, 2015, before me, a Notary Public of the state and county of aforesaid, personally appeared Cindy A. Crane, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she is the President & CEO of PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power, that she has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.





Notary Public

EXHIBIT "A"

Legal Description of the Property

THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89°27'58" WEST BETWEEN THE FOUND STREET MONUMENT AT THE INTERSECTION OF 800 SOUTH AND MCCLELLAND STREET AND THE FOUND STREET MONUMENT AT THE INTERSECTION OF 800 SOUTH 900 EAST STREET.

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 800 SOUTH STREET, SAID POINT BEING NORTH 89°28'39" WEST 211.00 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE FROM THE NORTHEAST CORNER OF BLOCK 8, FREMONT HEIGHTS SUBDIVISION PLAT RECORDED AS C-143 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDER'S OFFICE, SAID POINT ALSO BEING SOUTH 00°36'00" WEST 68.20 FEET ALONG THE MONUMENT LINE AND NORTH 89°28'39" WEST 244.00 FEET FROM THE FOUND BRASS CAP MONUMENT AT THE INTERSECTION OF 800 SOUTH AND MCCLELLAND STREET AND RUNNING THENCE SOUTH 89°28'39" EAST ALONG SAID RIGHT OF WAY LINE, 48.00 FEET; THENCE SOUTH 00°34'47" WEST 110.81 FEET; THENCE NORTH 89°25'13" WEST 48 FEET; THENCE NORTH 00°34'47" EAST 110.76 FEET TO THE POINT OF BEGINNING.

CONTAINS 5,318 Sq. Ft. more or less

ATTACHMENT B
ACCESS RELOCATION
AND
PROPERTY CONVEYANCE AGREEMENT

**ACCESS RELOCATION
AND
PROPERTY CONVEYANCE AGREEMENT**

This Access Relocation and Property Conveyance Agreement (“**Agreement**”) is entered into by and between PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power (“**RMP**”) and Camarlot Investments, LLC, a Utah limited liability company (“**Camarlot**”). RMP and Camarlot are referred to individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. WHEREAS, RMP and Camarlot each claim an ownership interest in and to certain portions of that certain area of land that was formerly an alleyway (the “**Vacated Alley**”). The Vacated Alley was abandoned by Salt Lake City through formal abandonment proceedings resulting in the joint access and respective ownership of the Parties in and to the Vacated Alley. The Vacated Alley is and has been used for access to their respective parcels of real property since the time it was abandoned and for many years prior to that time. After the formal abandonment, the Parties agreed to further define, more accurately describe, and agree upon the manner in which the Vacated Alley is used as set forth in that certain agreement entered into by the Parties dated October 3, 2005, and recorded with the Salt Lake County Recorder, Book 9197 Page 1146-4421 (the “**Reciprocal Grant of Easement**”). A copy of the executed and recorded Reciprocal Grant of Easement is attached hereto for reference as **Exhibit A**.

B. WHEREAS, RMP is expanding an existing substation referred to as the McClelland Substation which expansion requires relocation of the Vacated Alley.

C. WHEREAS, Camarlot has been hesitant to release its rights to the use of the Vacated Alley as it is unclear as to whether or not such a release could potentially negatively impact or modify the “grandfathered” or “legal non-conforming” status of the 6-plex property owned by Camarlot (the “**Camarlot Property**”) located at 1018 East 800 South in Salt Lake City, as the use of the Vacated Alley for access to the Camarlot Property pre-dates the implementation of the Salt Lake City zoning and land use ordinances. It appears that the current Salt Lake City zoning and land use ordinances would require that any driveway serving the Camarlot Property should be located entirely on the Camarlot Property.

D. WHEREAS, RMP, in exchange for Camarlot’s agreement to immediately disclaim its rights to the Vacated Alley, has agreed to immediately grant to Camarlot an alternative driveway easement (the “**Access Driveway Easement**”) for access to the rear of the Camarlot Property, the location of which is shown and more particularly described in **Exhibit B**.

E. WHEREAS, the Parties desire to document the agreements of the Parties in regards to the resolution of these matters as is more fully set forth hereinafter.

NOW, THEREFORE, in consideration of the exchange of the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agrees as follows:

1. Relocation of Access Easement. Concurrently with the execution of this Agreement, Camarlot agrees to release and quit claim to RMP all of Camarlot's right, title, and interest in and to the Vacated Alley by way of the execution of the document attached hereto as **Exhibit C** and RMP agrees to convey to Camarlot the Access Driveway Easement by way of the execution of the document attached hereto as **Exhibit D**.

2. Conveyance of Land. As further consideration for entering into this Agreement, the Parties agree, subject to the complete satisfaction of the conditions precedent listed in paragraph 3, to the following additional terms:

- a. RMP agrees to convey by quit claim deed fee title to that certain parcel of land (the "RMP Parcel") located to the east of Camarlot's property. The parcel to be conveyed is more particularly shown and described in **Exhibit E**. The form of the quit claim deed shall be the statutory quit claim deed form with no reservation of right to RMP.
- b. Upon delivery of the quit claim deed from Rocky Mountain Power to Camarlot to the RMP parcel, Camarlot shall release all right, title, and interest in and to the Access Driveway Easement and shall quit claim to RMP that certain parcel of land (the "Triangle Parcel") to RMP. The Triangle Parcel is more particularly shown and described in **Exhibit F**.

3. Conditions Precedent to Conveyance of the RMP Parcel. RMP's obligation to convey the RMP Parcel to Camarlot and Camarlot's obligation to release the Access Driveway Easement and convey the Triangle Parcel to RMP is expressly subject to the completion and satisfaction of the following conditions precedent:

- a. RMP obtaining the necessary approvals of the public utility commission(s) of any or all of the states in which PacifiCorp conducts business, which commission(s) regulate PacifiCorp property transactions (hereafter collectively the "Utility Commission");
- b. Camarlot and RMP obtaining approval for a subdivision amendment for the RMP Parcel such that the boundary as described and depicted herein conforms to applicable Salt Lake City ordinances and such that the RMP Parcel is in all regards capable of being legally conveyed to Camarlot (which shall be done pursuant to a joint application to Salt Lake City by RMP and Camarlot) to also legally subdivide the Triangle Parcel, described above;
- c. Camarlot completing a refinance of the Camarlot Property effectively allowing the Triangle Parcel to be removed and conveyed to RMP free and clear of the present security interest in such parcel of Wells Fargo Bank;

- d. Camarlot obtaining any necessary rezoning of the RMP Parcel to a zoning classification that is compatible with the Camarlot Property;
- e. The Triangle Parcel is not encumbered by or subject to any litigation; and
- f. RMP obtaining certain land rights from Salt Lake City Public Utilities ("SLCPU") and Camarlot releasing a portion of its lease rights as described in Paragraph 4.

4. Canal Parcel. SLCPU owns an irregularly shaped parcel of property which is adjacent to both the Camarlot Property (to the Camarlot Property's South and West) and the power substation property operated by RMP (on the Substation property's North) which parcel of property also contains an irrigation canal (the "**Canal Parcel**"). Camarlot currently leases the surface rights to the Canal Parcel from SLCPU and has constructed parking lot improvements on the Canal Parcel for the use of the occupants and tenants of the Camarlot Property. RMP desires to obtain land rights from SLCPU for a portion of the Canal Parcel which is located to the South of the westerly extended Northern boundary of the current substation parcel (hereinafter the "**South Canal Parcel**" with the remainder of the Canal Parcel being sometimes hereinafter referred to as the "**North Canal Parcel**"). Subject to the satisfaction of all other conditions precedent described in paragraph 3 above and the condition that Camarlot is first able to obtain an agreement with SLCPU which allows Camarlot and Rick J. Klein, Trustee of the Klein Investment Trust dated April 2, 1980 which owns two properties located to the West of the Canal Parcel (the "**Klein Properties**") to maintain adequate access over and across the North Canal Parcel and the stairway leading to the Klein Properties, Camarlot will agree to release Camarlot's leasehold interest in the South Canal Parcel. RMP hereby agrees that in the event that it fences the North and/or West boundary of the South Canal Parcel that any such fencing shall not interfere with the stairway access to the Klein Properties. The Canal Parcel and the South Canal Parcel and the North Canal Parcel are shown on **Exhibit G, Exhibit G-2, and Exhibit G-3** respectively.

5. Good Faith: Timing of Satisfaction of Conditions. The Parties shall act in good faith and shall use best efforts to satisfy the conditions precedent set forth in subsection 3 above as soon as is reasonably possible but not later than TWO (2) years from the date of the full execution of this Agreement. RMP shall promptly notify Camarlot as each of the above conditions are satisfied and shall keep the other party reasonably informed as to the progress being made to satisfy any unsatisfied conditions. In the event that any of the foregoing conditions cannot be satisfied, Rocky Mountain Power shall promptly notify Camarlot of such in writing if it is an obligation of RMP and Camarlot shall promptly notify RMP of such in writing if it is an obligation of Camarlot. In addition, RMP agrees to cooperate in all regards to assist Camarlot in obtaining a rezoning of the RMP Parcel so that its zoning classification will be the same zoning classification as the Camarlot Property which process may be commenced by Camarlot either prior to Camarlot receiving title to the RMP Parcel or after.

6. Failure to Satisfy Conditions Precedent. In the event that despite best faith efforts to do so, the Parties are unable to satisfy the conditions precedent set forth in Paragraph 3 above

within two (2) years from the date of execution of this Agreement, then the obligations set forth in Paragraph 2 shall be terminated and the Parties shall have no further obligations to each other.

7. Incorporation of Recitals. The Recitals at the beginning of this Agreement are by this reference incorporated into the body of the Agreement as if set forth fully herein.

8. Governing Law. In the event that legal action is required to enforce this Agreement, or any remedy pursuant thereto, this Agreement shall be interpreted and enforced according to the laws of the state of Utah.

9. Attorney's Fees and Costs. The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney fees and court costs, including fees and costs incurred through any applicable appeal process.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.

11. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed to have been given when mailed, postage prepaid, by registered or certified mail, recognized overnight carrier or delivered in hand at the following addresses, or such other address as a Party may hereafter designated in writing to the other Party:

**Rocky Mountain Power, a Division of
PacifiCorp**

Rocky Mountain Power Real Estate Transaction Services
Attn: Brad Knoles
1407 W. North Temple, Ste. 110
Salt Lake City, UT 84116

With a copy to:
Rocky Mountain Power Legal Dept.
Attn: Jeff Richards
201 South Main St. 23rd Floor
Salt Lake City, UT 84111

Camarlot Investments, LLC

Attn: Rick Klein
1400 Kearns Blvd. #202
Park City, Utah 84060

With a copy to

Gregory J. Schmidt, Esq.

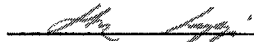
Walker, Steiner & Schmidt, P.C.
4567 Holladay Blvd
Holladay, Utah 84117

12. Integration of Previous Agreements. Except as is expressly set forth in other written agreements between the Parties, this Agreement, shall constitute the entire agreement and understanding of the parties with respect to the subject matter thereof, and supersede all offers, negotiations and other agreements with respect thereto. Any amendment to this Agreement must be in writing and executed by the authorized representatives of both parties.

13. Jury Waiver. 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.

EXECUTED this 2nd day of October, 2012.

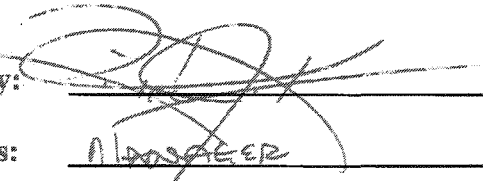
ROCKY MOUNTAIN POWER, a division of PacifiCorp, an Oregon corporation

By: 

Its: MANAGING DIRECTOR - CONSTRUCTION SVCS

Date: 10-25-12

CAMARLOT INVESTMENTS, LLC, a Utah limited liability company

By: 

Its: ALDASGHEER

Date: 9/2/12

EXHIBIT A

**COPY OF
RECIPROCAL GRANT OF EASEMENT
RECORDED 10/03/2005**

9509994

9509994

10/03/2005 11:41 AM \$31.00

Book - 9197 Pg - 4416-4421

GARY W. OTT

RECORDER, SALT LAKE COUNTY, UTAH

PACIFICORP

1407 WEST NORTH TEMPLE STE 110

SLC UT 84116

BY: NCT, DEPUTY - WI 6 P.

When Recorded, Return to:
PacifiCorp
Attn: Lisa Louder
1407 West North Temple Suite 110
Salt Lake City, Utah 84116

6-11

RECIPROCAL GRANT OF EASEMENT

This Reciprocal Grant of Easement ("Easement") is entered into by and between PacifiCorp, an Oregon corporation, d/b/a Utah Power ("Utah Power) with a principal place of business at 1407 West North Temple, Salt Lake City, Utah 84116 and Camarlot Investments, LLC, a Utah corporation whose address is 165 W. Albion Village Way # 206, Sandy, Utah 84070("Camarlot").

RECITALS

A. Utah Power owns that certain parcel of real property ("Parcel A") located in Salt Lake County, State of Utah, commonly known

Parcel 1. Beginning at the northeast corner 1 11, B 8, Fremont Heights of Section 8, T. 1 S., R. 1 E., S.L.M., and running thence West 120 feet, thence South 45 feet, thence East 120 feet, thence North 45 feet to the point of beginning, UTDV-0411 ✓

Parcel 2. Beginning at a point South 89°56'34" West 120 feet from the NE corner L 11, B 4, Plat F, SLC Survey; thence running South 89°56'34" West 80.6 feet; thence South 15°59'12" East 93.6 feet; thence North 89° 56'34" East 54.8 feet; thence North 0°01'01" East 90 feet to beginning. EXCEPTING THEREFROM, the following described piece of land: Beginning in the South line of existing twelve foot alley at a point North 89°56'34" East 65.6 feet from the northwest corner of Lot 11, Block 8, Fremont Heights Subdivision of Block 4, Plat F, Salt Lake Survey; thence running South 0°01' West 75 feet; thence South 89°56'34" West 44.1 feet to the east line of existing twelve foot alley; thence South 15°59'12" East 15.6 feet in the east line of said twelve foot alley; thence North 89°56'34" East 54.8 feet; thence North 0°01' East 90 feet to the south line of said twelve foot alley, thence South 89°56'34" West 15 feet in the south line of said twelve foot alley to beginning, UTSL-0403

Parcel 3. Beginning at a point South 15°59'12" East 3.1 feet from the northwest corner of Lot 11, B 8, Fremont Heights Subdivision of Block 4, Plat F, Salt Lake City Survey; thence South 89°56'34" West 12.48 feet; thence South 15°59'12" East 74.89 feet; thence North 89° 56'34" East 12.48 feet; thence North 15°59' 12" West 74.89 feet to beginning. EXCEPTING THEREFROM, the following described piece of land: Beginning in the South line of existing twelve foot alley at a point North 89°56'34" East 65.6 feet from the northwest corner of Lot 11, Block 8, Fremont Heights Subdivision of Block 4, Plat F, Salt Lake Survey; thence running South 0°01' West 75 feet; thence South 89°56'34" West 44.1 feet to the east line of existing twelve foot alley; thence South 15°59'12" East 15.6 feet in the east line of said twelve foot alley; thence North

89°56'34" East 54.8 feet; thence North 0°01' East 90 feet to the south line of said twelve foot alley, thence South 89°56'34" West 15 feet in the south line of said twelve foot alley to beginning, UTSL-0404 ✓

Parcel 4. Beginning at a point 161.4 feet south, and 200.65 feet west from the northeast corner 1 5, B 4, Plat F, Salt Lake City, Survey of Section 8, T. 1 S., R. 1 E., S.L.M. and running thence South 89°56'34" West 12.38 feet; thence South 14°17'47" East 3.1 feet; thence South 15°59'12" East 74.89 feet; thence North 89°56'34" East 12⁷/₈ feet; thence North 15°59'12" West 77.99 feet to the point of beginning, UTSL-0407 ✓

Parcel 5. Beginning at a point 89°56'34" East 65.6 feet from the northwest corner 1 11, B 8, Fremont Heights Subdivision of Section 8, T. 1 S., R. 1 E., S.L.M. and running thence South 0°01' West 75 feet; thence South 89°56'34" West 44.1 feet; thence South 15°59'12" East 15.6 feet; thence North 89°56'34" East 54.8 feet; thence North 0°01' East 90 feet; thence South 89°56'34" West 15 feet to point of beginning, UTSL-0423 ✓

Parcel 6. together with one-half the vacated alley located between 1000 East and McClelland Street near 800 South.

B. Camarlot owns that certain parcel of real property ("Parcel B") located in Salt Lake County, State of Utah, commonly known by the street address of 1018 East 800 South, Salt Lake City, Utah 84012 and more particularly described as:

Parcel 1

Commencing at the Northwest corner of Lot 9, Block 8, Fremont Heights a subdivision of Lots 4 & 5, Block One (1) Blocks 2 and 3, and part of Block 4, Plat "F" Salt Lake City Survey and running thence East 43.1 feet, thence South 149.2 feet, thence West 4.5 feet, thence Northwesterly to the point of beginning.

Parcel 2

Commencing at a point North 14°17'47" West 0.83 feet, from the Northwest corner of Lot 9, Block 8, Fremont Heights a subdivision of Lots 4 and 5, Block One (1) Blocks 2 and 3, and part of Block 4, Plat "F" Salt Lake City Survey and running thence South 47°17'47" East 81.07 feet, thence West 20.54 feet; thence North 78.58 feet, thence East 0.5 feet to the point of beginning

Parcel 3

Together with one-half of the vacated alley on the South, as created in that certain Ordinance recorded November 25, 1969, as Entry No. 231 1739, in Book 2809, at Page 190 of Official Records.

C. Parcels "A" and "B" are immediately adjoining each other.

D. Utah Power desires to use that portion of Parcel B as described as the vacated alley and referred to above as Parcel 3 for the use and benefit of Parcel A.

E. Camarlot desires to use that portion of Parcel A as described above as the vacated alley and referred to above as Parcel 6 for the benefit of Parcel B to access a parcel of leased by Camarlot and owned by Salt Lake City Corporation (Parcel C) and more particularly described as follows:

Beginning at the Northwest corner of Lot 9, Block 8, Fremont Heights Subdivision of part of Block 4, Plat "F", Salt Lake City Survey; said corner is further described as being on the East boundary line of the Jordan and Salt Lake City Canal right-of-way; thence South 78.53 feet; thence East 20.54 feet; thence South $14^{\circ}32'$ East, to a point 59.45 feet East of the West boundary line of the aforesaid canal right-of-way; thence West 59.45 feet; thence North 87 feet more or less; thence North $7^{\circ}50'$ West 80.75 feet to the South line of 8th South street; thence East 30.9 feet to the place of beginning.

Tax Parcel Number 16 08 251 003

F. Camarlot also desires to use those portions of Parcels A and B referred to as the vacated alleyway to access a parcel of property owned by Klein Investment, LLC, a Utah corporation (Parcel D) located in Salt Lake County, Utah and is known by the street address of 809 South 1000 East, Salt Lake City, Utah 84012 and more particularly described as:

Beginning 47 feet North from the Southwest corner of Lot 5, Block 4, Plat "F", Salt Lake City Survey; thence North 35.47 feet; thence East 44 feet; thence North 2.53 feet; thence East 47.08 feet; thence South 38 feet; thence West 91.08 feet to the place of beginning.

G. The vacated alley ("Vacated Alley") over and across Parcels A and B is more particularly described as follows:

Beginning at the Southeast corner of Lot 1, Block 8, Fremont Heights Subdivision, located in Block 4, Plat "F", Salt Lake City Survey, and running thence West 216.0 feet; thence South $14^{\circ}32'$ East 12.40 feet; thence East 212.93 feet, said point being the Northeast corner of Lot 11 of said block 8 of said subdivision; thence North 12.00 feet to the point of beginning.

NOW, THEREFORE, in exchange of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and received, the parties agree to the following terms and conditions:

1. The parties hereby grant to each other, their respective guests, families, and agents, the right to use said Vacated Alley referred to herein as a common approach and driveway for use as ingress and egress by vehicle or pedestrian travel to their respective

parcels as also identified herein. Further, Utah Power grants to Camarlot the right to use that portion of the Vacated Alley on Parcel A for ingress and egress to Parcel D.

2. The reciprocal rights granted to each other party herein shall be perpetual and shall inure to the parties heirs, successors and assigns, provided, however, that such rights shall terminate in the event the neither of the parties use the Vacated Alley for a period of two consecutive years.

3. The parties agree not to park any vehicles on Vacated Alley or erect any gates or other barriers across any part of the Vacated Alley.

4. The parties shall share in any maintenance costs for the use of the Vacated Alley, provided, however, that where one party causes damage to the Vacated Alley, such party shall pay all costs in repairing such damage.

5. Each party hereto agrees to release, indemnify and hold harmless the other party, their respective invitees and agents from and against any and all loss, damages, actions, claims and demands which may be made or brought against the other party by reasons of anything done by such party in the exercise of the rights, privileges herein granted or anyone using the Vacated Alley with the express or implied permission of such party. It is expressly understood and agreed that all persons using the Vacated Alley do so entirely at their own risk.

6. This Easement and everything herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

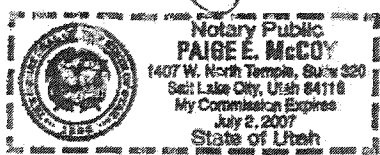
IN WITNESS WHEREOF the parties hereto have executed this Easement on the date first above written.

PACIFICORP, an Oregon corporation d/b/a Utah Power

By: [Signature]
Its: SA VICE PRESIDENT

STATE OF UTAH)
) ss
County of Salt Lake)

On the 30th day of October, 2005 personally appeared before me, [Signature], who is a Vice President of PacificCorp being duly sworn did say that they executed the same.



[Signature]
Notary Public

CAMARLOT INVESTMENT, LLC, a Utah corporation

By: Laurie L. Roberts, Manager
Laurie L. Roberts, Manager

STATE OF UTAH)
) ss
County of Salt Lake)

On the 3 day of October, 2005 personally appeared before me, Laurie L. Roberts, Manager of CAMARLOT INVESTMENT, LLC, a Utah corporation, the signer of the foregoing instrument who duly acknowledged to me that he executed the same.

Cherrie K. Roberts
Notary Public



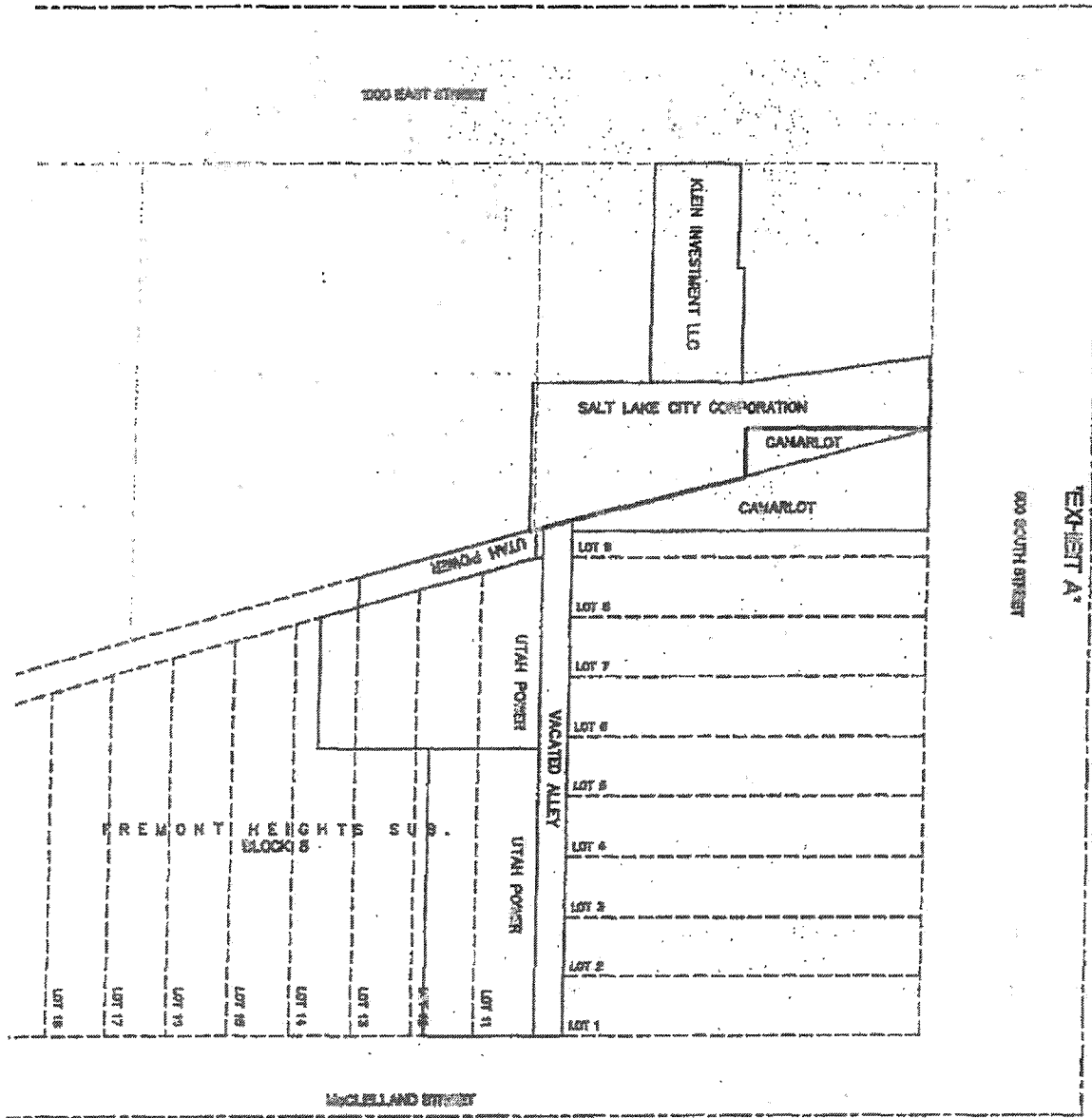


EXHIBIT A

600 SOUTH STREET

<p>DESERT DESIGN AND CONSULTING ENGINEERS, LLC A FULL SERVICE ENGINEERING AND ARCHITECTURAL FIRM</p>		<p>STATEMENT I, DAVID M. HARRIS, a duly Licensed Professional Engineer in the State of Utah, do hereby certify that the above information is true and correct to the best of my knowledge and belief.</p>	<p>OWNER CLARKE INVESTMENT LLC ADDRESS: SALT LAKE CITY, UT 84111</p>	<table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>REVISION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	REVISION							<p>PROJECT INFORMATION PROJECT NO.: DATE: SCALE:</p>	<p>SHEET 1 OF 1</p>
NO.	DATE	REVISION													

EXHIBIT B

FOUND PI MONUMENT AT THE INTERSECTION
OF 800 SOUTH STREET AND MCCLELLAND STREET
SITE BENCHMARK: 4370.48

800 SOUTH

FOUND PI MONUMENT AT THE INTERSECTION
OF 800 SOUTH STREET AND 900 EAST
STREET

N 89°27'58" W 1260.68' (FOUND MON TO FOUND MON)
BASIS OF BEARING

S 00°36'00" W
68.20' (TIE)

P.O.B.

20.72'

S 89°28'39" E

N89°28'39" W

211.00'
(TIE TO PARCEL 1)

N89°28'39" W

33.00'
(TIE TO BLOCK CORNER)

NORTHEAST CORNER
OF BLOCK 8, FREMONT
HEIGHTS SUBDIVISION
(NOT FOUND)

EX. HOUSE

ACCESS DRIVEWAY
EASEMENT

SCALE 1" = 30'

NEW EASEMENT AREA

SALT LAKE CITY CORPORATION
PARCEL NO. 160251003
(FACTORY EASEMENT)

155.25'

M 00°34'47" E

S 00°34'47" W

173.97'

UTAH POWER AND LIGHT
COMPANY
PARCEL NO. 160251006
(PARCEL 006)

PARCEL 1

THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89°27'58" WEST BETWEEN THE FOUND STREET MONUMENT AT THE INTERSECTION OF 800 SOUTH AND MCCLELLAND STREET AND THE FOUND STREET MONUMENT AT THE INTERSECTION OF 800 SOUTH AND 900 EAST STREET.

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 800 SOUTH STREET, SAID POINT BEING NORTH 89°28'39" WEST 211.00 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE FROM THE NORTHEAST CORNER OF BLOCK 8, FREMONT HEIGHTS SUBDIVISION PLAT RECORDED AS C-143 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE, SAID POINT ALSO BEING SOUTH 00°36'00" WEST 68.20 FEET ALONG THE MONUMENT LINE AND NORTH 89°28'39" WEST 244.00 FEET FROM THE FOUND BRASS CAP MONUMENT AT THE INTERSECTION OF 800 SOUTH AND MCCLELLAND STREETS AND RUNNING THENCE SOUTH 89°28'39" EAST ALONG SAID RIGHT OF WAY LINE, 20.72 FEET; THENCE SOUTH 00°34'47" WEST 173.97 FEET; THENCE NORTH 89°28'39" WEST 19.20 FEET; THENCE NORTH 14°37'22" WEST 19.40 FEET; THENCE SOUTH 89°25'13" EAST 3.57 FEET; THENCE NORTH 00°34'47" EAST 155.25 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,624 Sq. Ft. MORE OR LESS

S 89°25'13" E

3.57'

20.72'

N 14°37'22" W

19.40'

EX. FENCE
& RETAINING
WALL

N 89°28'38" W
19.20'

UTAH POWER AND LIGHT COMPANY
PARCEL NO. 160251029
(PARCEL 029)



**WILDING
ENGINEERING, INC**
14721 SOUTH HERITAGE CREFT WAY
BLUFFDALE, UTAH 84005
(801)555-9112

PROJ/REV#	DISCIPLINE ENG.
DATE: 4/17/2012	PROJECT ENG.
ENG. DES.	APPROVAL ENG.
DR. CH.	
SCALE: 1" = 30'	



NO.	DATE	REVISIONS
1	4/19	CHANGED EXHIBIT NAME AND PROPERTY LABELING
2	4/19	CHANGED EXHIBIT NAME, REMOVED EX TREES, HOUSE & FENCES
3	9/14	CHANGED EXHIBIT NAME, CHANGED ACCESS DRIVE TITLE
4	9/18	CHANGED EXHIBIT NAME, CHANGED ACCESS DRIVE DESCRIPTION

Exhibit C – Form of Release of Reciprocal Grant of Easement

**TERMINATION AND RELEASE
OF
RECIPROCAL GRANT OF EASEMENT**

This Release of Reciprocal Grant of Easement (“Easement Release”) is made this _____ day of _____, 2012, by and between Camarlot, LLC, a Utah limited liability company (“Camarlot”) and PacifiCorp, an Oregon corporation, d/b/a Rocky Mountain Power (“Rocky Mountain Power”).

RECITALS

A. WHEREAS, Rocky Mountain Power and Camarlot each hold title to certain portions of a certain alleyway that was abandoned by Salt Lake City through formal abandonment proceedings alleyway (the “Vacated Alley”). The Vacated Alley is and has been used for access to their respective parcels of real property since the time it was abandoned. In 2005, the parties further agreed to define, more accurately describe, and agree upon the manner in which the Vacated Alley was to be utilized by the parties in accordance with that certain agreement entered into and dated October 3, 2005, and recorded with the Salt Lake County Recorder, Book 9197 Page 1146-4421 (the “Reciprocal Grant of Easement”).

B. Camarlot and Rocky Mountain Power now desire to terminate and release all of their respective rights and obligations pursuant to the Reciprocal Grant of Easement.

NOW, THEREFORE, for and in consideration of the mutual promises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Camarlot does hereby terminate and release all of its right and interest in and to the Reciprocal Grant of Easement as described above, it being the intent of Camarlot to forever terminate the Reciprocal Grant of Easement.
2. Rocky Mountain Power does hereby terminate and release all of its right and interest in and to the Reciprocal Grant of Easement as described above, it being the intent of Rocky Mountain Power to forever terminate the Reciprocal Grant of Easement.

IN WITNESS WHEREOF, the parties have caused this Release of Reciprocal Grant of Easement to be executed on the date first above written.

Camarlot:

CAMARLOT INVESTMENTS, LLC, a Utah
Limited Liability Company

By: EXHIBIT
EXHIBIT
Laurie Roberts, Its Manager
(NOT FOR SIGNATURE)

Rocky Mountain Power:

PACIFCORP, an Oregon corporation,
dba ROCKY MOUNTAIN POWER

By: EXHIBIT
Its: (NOT FOR SIGNATURE)

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

I hereby certify that on this _____ day of _____, 201__, before me, a Notary Public of the state and county of aforesaid, personally appeared Laurie Roberts, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that she is the Manager of Camarlot Investments, LLC, that she has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

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

I hereby certify that on this _____ day of _____, 201____, before me, a Notary Public of the state and county of aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing instrument, who acknowledged that he is the _____ of PACIFICORP, an Oregon corporation, d/b/a Rocky Mountain Power, that he has been duly authorized to execute, and has executed the same in my presence, the foregoing instrument on behalf of the said entity for the purposes therein set forth, and that the same is its act and deed.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal, the day and year first above written.

Notary Public

Exhibit D – Form of Access Driveway Easement

ACCESS DRIVEWAY EASEMENT

This Access Driveway Easement ("Agreement") is made and entered into as of the ____ day of _____, 2012, by and between PACIFICORP, an Oregon Corporation, d/b/a Rocky Mountain Power, successor in interest to Utah Power & Light Company, whose address is 1407 West North Temple, Salt Lake City, Utah, 84116 (hereafter "**Pacificorp**" or "**Grantor**"), and Camarlot Investments, LLC ("**Camarlot**"), and Rick J. Klein, Trustee of the Klein Investment Trust dated April 2, 1980 ("**Klein**"), and their respective successors-in-interest and assigns (Camarlot and Klein being collectively hereinafter referred to as "**Grantees**").

1. Grant of Easement Rights; Easement Area. For the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, Grantor hereby GRANTS AND CONVEYS to the Grantees an exclusive access easement and right-of-way for the installation, operation, maintenance and repair of a private driveway in on, and/or across the following described real property owned by Grantor located in Salt Lake County, State of Utah, to-wit:

See Exhibit A, attached hereto which by this reference is incorporated herein.

A portion of the property with Tax Id. No.: 16-08-251-005

(The above described property being made subject to the easements granted herein being hereinafter referred to as the "**Easement Area.**")

2. Benefitted Properties. The easement rights granted herein are expressly for the benefit of access to and from the real properties and parking facilities of the Grantees located respectively at 809 South 1000 East (Tax Id. No. 16-08-251-048), 817 South 1000 East (Tax Id. No.16-08-251-013), and 1018 East 800 South (Tax Id. No. 16-08-251-004) located in Salt Lake City, Utah, and any other properties at any time owned or leased by any of the Grantees located in the proximity of the foregoing described properties.
3. Restrictions on Use. The easement and right-of-way granted herein are subject to the following restrictive covenants and conditions:
 - a. Grantees, their successors and assigns, shall not use the Easement Area in any manner which is inconsistent with the rights granted herein, or which interferes in any manner with Grantor's operation, maintenance or repair of Grantor's existing installations, facilities or improvements located within the Easement Area as of the date hereof.
 - b. Grantor reserves the right from time to time, to cross the Easement Area with vehicles, equipment and personnel, but shall not utilize the Easement Area for the installation of overhead power lines, underground power lines or any other improvements or facilities which would in any manner interfere with the use of the Easement Area by the Grantees

for the express easement purposes set forth herein.

4. Indemnification. Grantees, their successors and assigns, shall use the Easement Area at their own risk and agree to indemnify, defend and hold harmless Grantor and Grantor's affiliated companies, officers, directors, shareholders, agents, employees, successors and assigns, (the "**Indemnified Parties**") for, from and against all liabilities, claims, damages, losses, suits, judgments, causes of action, liens, fines, penalties, costs, and expenses (including, but not limited to, court costs, attorney's fees, and costs of investigation), of any nature, kind of description of any person or entity, directly or indirectly arising out of, caused by, or resulting from (in whole or in part), (i) the breach by Grantee of any provision of this Agreement, (ii) Grantee's use and occupation of the Easement Area, or (iii) any act or omission of Grantee, any independent contractor retained by Grantee, anyone employed by them, or anyone expressly authorized by Grantee to control or exercise control over the Easement Area (hereinafter collectively referred to as "**claims**"), excluding any claims related to the willful misconduct or negligence of any of the Indemnified Parties.
5. Release. The Indemnified Parties shall not be liable to Grantees for any injury to or death of persons or for any loss of or damage to property of Grantor, its employees, agents, customers, invitees, or to others, except to the extent that such damage is caused by the willful misconduct or negligence of an Indemnified Party. All personal property and fixtures located within the Easement Area from time to time shall be maintained and used at the risk of Grantee and the Indemnified parties shall not be liable for any damage thereto or theft thereof, except to the extent such is caused by the willful misconduct or negligence of one of the Indemnified Parties.
6. Maintenance. Driveway improvements within the Easement Area shall be maintained in good, safe and clean condition. All costs of routine maintenance and snow-removal in regards to the driveway improvements located within the Easement Area shall be shared on a 50/50 basis between the Grantor and the Grantees. It is understood that normal and customary maintenance activities in regards to the driveway improvements will be initiated and conducted by the Grantees and that upon the receipt of paid invoices for any such maintenance activities, Grantor will reimburse Grantees for the Grantor's proportionate share of such costs within thirty (30) days of receiving such invoice and evidence of payment. In the event that any party causes damage in excess of ordinary wear and tear to such driveway improvements, the party causing such extraordinary damage shall be exclusively responsible to repair the same at such party's sole cost and expense. The cost of normal replacement of driveway improvements within the Easement Area when necessary shall be shared equally on a 50/50 basis between the Grantor and the Grantee.
7. Covenants Run with Land. All of the terms and conditions in this Agreement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by Grantor and Grantees and their respective successors and assigns. The easement granted under Section 1 of this Agreement is an easement appurtenant to the Grantees parcels and may not be transferred separately from, or severed from, title to such parcels.
8. Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Utah.

- 9. Entire Agreement. This Agreement sets forth the entire understanding of the parties in regards to the easement rights granted herein and may not be changed except by a written document executed and acknowledged by all parties to this Agreement and duly recorded in the office of the Salt Lake County, Utah Recorder's office..
- 10. Invalidity. If any term or condition of this Agreement, or the application of this Agreement to any person or circumstance, shall be deemed invalid or unenforceable, the remainder of this Agreement, or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
- 11. Waiver. No delay or omission by any party in exercising any right or power arising out of any default under any of the terms or conditions of this Agreement shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Agreement.
- 12. Enforcement. Enforcement of this Agreement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Agreement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

IN WITNESS WHEREOF, the Grantor and Grantees have caused this Agreement to be executed as of the day and year first set forth above.

GRANTOR: PacifiCorp, an Oregon corporation d/b/a Rocky Mountain Power

~~EXHIBIT~~

By: ~~(NOT FOR SIGNATURE)~~

Its:

CAMARLOT: CAMARLOT INVESTMENTS, LLC, a Utah limited liability company

~~EXHIBIT~~

By: ~~(Laurie Roberts, Its Manager)~~

EXHIBIT

KLEIN:

~~(NOT FOR SIGNATURE)~~
Rick J. Klein, Trustee of the Klein Investment Trust
Dated April 2, 1980

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On the _____ day of _____, 2012, personally appeared before me _____, who being duly sworn did say that he/she is the signer of the within instrument on behalf of PacifiCorp, an Oregon Corporation, d/b/a Rocky Mountain Power and that the within and foregoing instrument was signed by authority of said corporation and said _____ duly acknowledged to me that said corporation executed the same.

Notary Public

My Commission Expires:

Residing at: _____

STATE OF UTAH)
:SS
COUNTY OF SALT LAKE)

On the ___ day of _____, 2012, personally appeared before me Laurie L. Roberts, who being duly sworn did say that she is the Manager of Camarlot Investments, LLC, a Utah limited liability company and that the within and foregoing instrument was signed by authority of said company and duly acknowledged to me that said company executed the same.

Notary Public

My Commission Expires:

Residing at: _____

STATE OF UTAH)
)
) :SS
COUNTY OF SALT LAKE)

On the ___ day of _____, 2012, personally appeared before me Rick J. Klein, Trustee of the Klein Investment Trust dated April 2, 1980, who being duly sworn did say that the within and foregoing instrument was signed by him as Trustee.

Notary Public

My Commission Expires:

Residing at: _____

EXHIBIT E

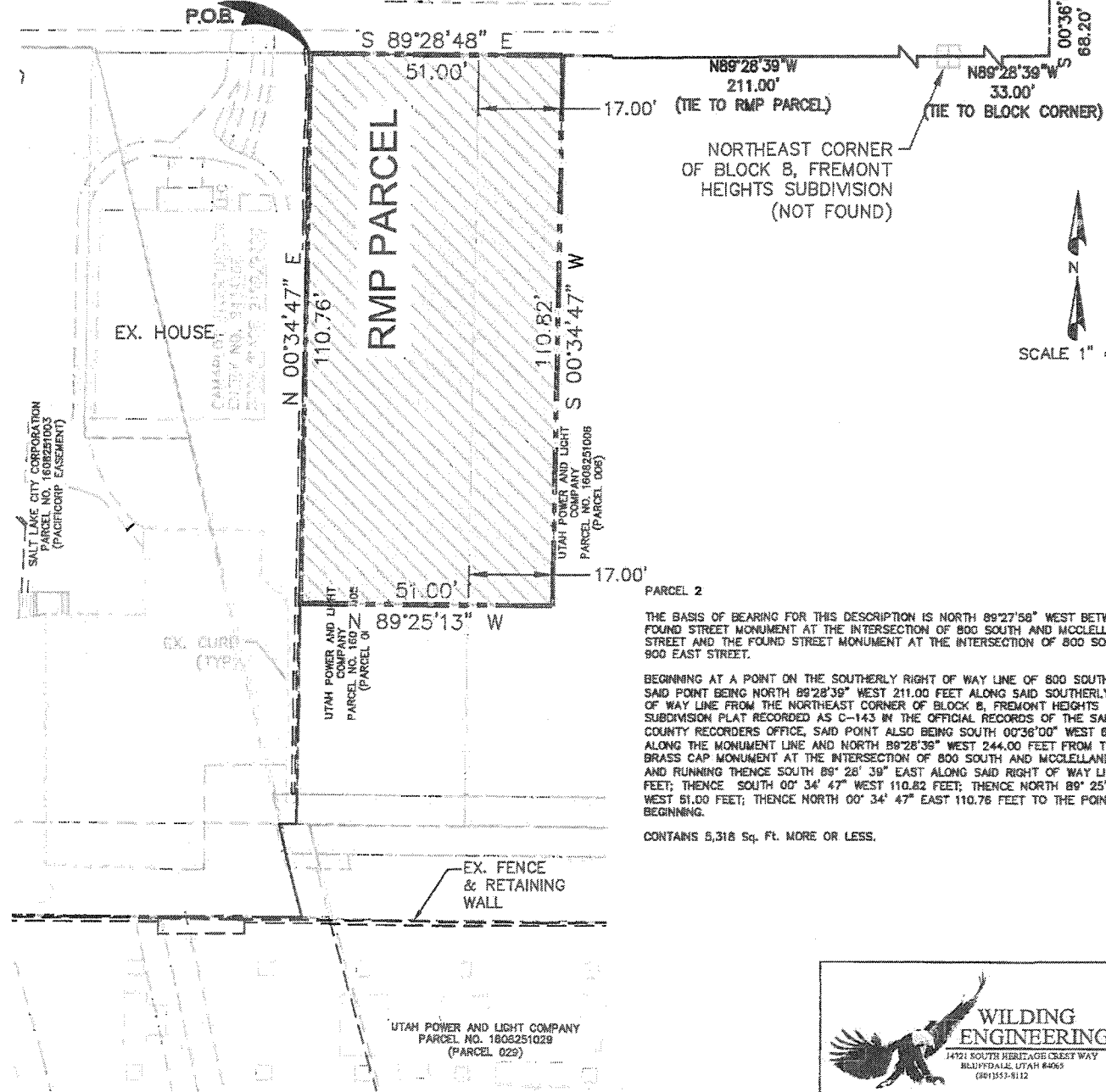
GRANTOR: PACIFICORP

FOUND PI MONUMENT AT THE INTERSECTION OF 800 SOUTH STREET AND MCCLELLAND STREET
SITE BENCHMARK: 4370.48

800 SOUTH

FOUND PI MONUMENT AT THE INTERSECTION OF 800 SOUTH STREET AND 900 EAST STREET

N 89°27'58" W 1260.68' (FOUND MON TO FOUND MON)
BASIS OF BEARING



PARCEL 2

THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89°27'58" WEST BETWEEN THE FOUND STREET MONUMENT AT THE INTERSECTION OF 800 SOUTH AND MCCLELLAND STREET AND THE FOUND STREET MONUMENT AT THE INTERSECTION OF 800 SOUTH AND 900 EAST STREET.

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 800 SOUTH STREET, SAID POINT BEING NORTH 89°28'39" WEST 211.00 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE FROM THE NORTHEAST CORNER OF BLOCK B, FREMONT HEIGHTS SUBDIVISION PLAT RECORDED AS C-143 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE, SAID POINT ALSO BEING SOUTH 00°36'00" WEST 68.20 FEET ALONG THE MONUMENT LINE AND NORTH 89°28'39" WEST 244.00 FEET FROM THE FOUND BRASS CAP MONUMENT AT THE INTERSECTION OF 800 SOUTH AND MCCLELLAND STREETS AND RUNNING THENCE SOUTH 89°28'39" EAST ALONG SAID RIGHT OF WAY LINE, 51.00 FEET; THENCE SOUTH 00°34'47" WEST 110.82 FEET; THENCE NORTH 89°25'13" WEST 51.00 FEET; THENCE NORTH 00°34'47" EAST 110.76 FEET TO THE POINT OF BEGINNING.

CONTAINS 5,318 Sq. Ft. MORE OR LESS.

SCALE 1" = 30'

UTAH POWER AND LIGHT COMPANY
PARCEL NO. 1808251029
(PARCEL 029)



PROJ./REV#	DISCIPLINE ENG.
1/12	
DATE: 4/17/2012	PROJECT ENG.
ENG.	DES.
DR.	CHK.
SCALE: 1" = 100'	APPROVAL ENG.



NO.	DATE	REVISIONS
1	4/19	CHANGED EXHIBIT NAME AND PROPERTY LABELING
2	4/19	CHANGED EXHIBIT NAME, REMOVED EX TREES, HOUSE & FENCES
3	5/30	EXPANDED 4' TO EAST ON RMP PARCEL
4	9/14	CHANGED TITLE AND PROPERTY DESIGNATION
5	9/27	UPDATED RMP PARCEL TO 51' WIDE

EXHIBIT F

GRANTOR: CAMARLOT INVESTMENTS, LLC

FOUND PI MONUMENT AT THE INTERSECTION OF
800 SOUTH STREET AND MCCLELLAND STREET
SITE BENCHMARK: 4370.48

800 SOUTH

FOUND PI MONUMENT AT THE INTERSECTION
OF 800 SOUTH STREET AND 900 EAST
STREET

N 89°27'58" W 1280.68' (FOUND MON TO FOUND MON)
BASIS OF BEARING

S 00°36'00" W
68.20' (TIE)

N89°28'39" W
211.00'
(TIE TO PARCEL 3)

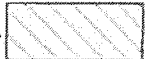
N89°28'39" W
33.00'
(TIE TO BLOCK CORNER)

NORTHEAST CORNER
OF BLOCK 8, FREMONT
HEIGHTS SUBDIVISION
(NOT FOUND)



SCALE 1" = 30'

NEW EASEMENT AREA



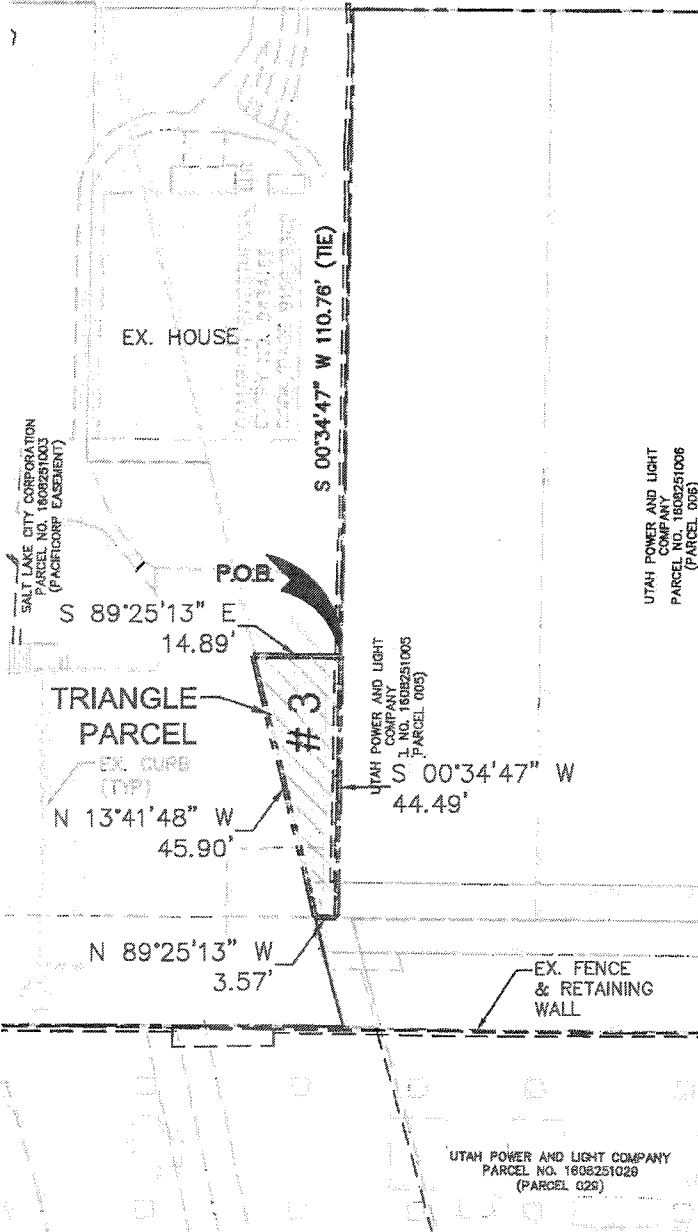
UTAH POWER AND LIGHT
COMPANY
PARCEL NO. 1808251006
(PARCEL 006)

PARCEL 3

THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89°27'58" WEST BETWEEN THE
FOUND STREET MONUMENT AT THE INTERSECTION OF 800 SOUTH AND MCCLELLAND
STREET AND THE FOUND STREET MONUMENT AT THE INTERSECTION OF 800 SOUTH AND
900 EAST STREET.

BEGINNING AT A POINT BEING NORTH 89°28'39" WEST 211.00 FEET ALONG THE
SOUTHERLY RIGHT OF WAY LINE OF 800 SOUTH STREET AND SOUTH 00°34'47" WEST
110.76 FEET FROM THE NORTHEAST CORNER OF BLOCK 8, FREMONT HEIGHTS SUBDIVISION
PLAT RECORDED AS C-143 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY
RECORDERS OFFICE, SAID POINT ALSO BEING SOUTH 00°36'00" WEST 68.20 FEET ALONG
THE MONUMENT LINE AND NORTH 89°28'39" WEST 244.00 FEET AND SOUTH 00°34'47"
WEST 110.76 FEET FROM THE FOUND BRASS CAP MONUMENT AT THE INTERSECTION OF
800 SOUTH AND MCCLELLAND STREETS AND RUNNING THENCE SOUTH 00°34'47" WEST
44.49 FEET; THENCE NORTH 89°25'13" WEST 3.57 FEET; THENCE NORTH 13°41'48"
WEST 45.90 FEET; THENCE SOUTH 89°25'13" EAST 14.89 FEET TO THE POINT OF
BEGINNING.

CONTAINS 410 Sq. Ft. MORE OR LESS.



UTAH POWER AND LIGHT COMPANY
PARCEL NO. 1808251029
(PARCEL 029)

**WILDING
ENGINEERING, INC**
14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UTAH 84065
(801)551-8112

PROJ./ER#	DISCIPLINE ENG.
7 & 12	
DATE: 4/17/2012	PROJECT ENG.
ENG.	DES.
DR.	CH.
SCALE: 1" = 30'	APPROVAL ENG.



NO.	DATE	REVISIONS
1	4/19	CHANGED EXHIBIT NAME AND PROPERTY LABELING
2	4/19	CHANGED EXHIBIT NAME, REMOVED EX TREES, HOUSE & FENCES
3	9/14	CHANGED EXHIBIT NAME

EXHIBIT G

FOUND PI MONUMENT AT THE INTERSECTION OF 800 SOUTH STREET AND MCCLELLAND STREET
SITE BENCHMARK: 4370.48

FOUND PI MONUMENT AT THE INTERSECTION OF 800 SOUTH STREET AND 900 EAST STREET

800 SOUTH
(TIE TO PARCEL 1)

N89°27'58"W
318.86'

N 89°27'58" W 1260.68' (FOUND MON TO FOUND MON)
BASIS OF BEARING

S 00°36'00" W
68.20' (TIE)

P.O.B.

S 00°32'02" W
87.47' (TIE)

30.88'

N 89°28'35" W

N89°28'39"W
33.00'
(TIE TO BLOCK CORNER)

NORTHEAST CORNER OF BLOCK 8, FREMONT HEIGHTS SUBDIVISION (NOT FOUND)



SCALE 1" = 30'

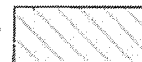
WILDLING ENGINEERING, INC.
14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UTAH 84065
(801)557-2112

CAMARLOT INVESTMENTS
ENTRY NO. 9434158
BOOK/PAGE 5159/6300

EX. HOUSE

N 89°25'13" W
20.54'

OVERALL CAMARLOT PROPERTY



UTAH POWER AND LIGHT
COMPANY
PARCEL NO. 1508251003
(PARCEL 005)

SALT LAKE CITY CORPORATION PARCEL:

THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89°27'58" WEST BETWEEN THE FOUND STREET MONUMENT AT THE INTERSECTION OF 800 SOUTH AND MCCLELLAND STREET AND THE FOUND STREET MONUMENT AT THE INTERSECTION OF 800 SOUTH AND 900 EAST STREET.

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 800 SOUTH STREET, SAID POINT ALSO BEING SOUTH 89°28'35" EAST ALONG THE NORTH LINE OF LOT 5, BLOCK 4, PLAT "F" SALT LAKE CITY SURVEY, 78.23 FEET FROM THE NORTHWEST CORNER OF SAID LOT 5, SAID POINT ALSO BEING NORTH 89°27'58" WEST ALONG THE CENTER LINE OF 800 SOUTH STREET, 318.86 FEET AND SOUTH 00°32'02" WEST 87.47 FEET FROM THE FOUND BRASS CAP MONUMENT AT THE INTERSECTION OF 800 SOUTH AND MCCLELLAND STREETS AND RUNNING THENCE SOUTH 07°47'13" EAST 80.81 FEET; THENCE SOUTH 00°34'47" WEST 85.00 FEET; THENCE NORTH 89°28'39" WEST 0.44 FEET; THENCE SOUTH 00°34'47" WEST 2.00 FEET; THENCE NORTH 89°28'39" WEST 5.75 FEET; THENCE SOUTH 00°34'47" WEST 8.00 FEET; THENCE SOUTH 89°28'39" EAST 70.76 FEET TO THE WESTERLY LINE OF THE FREMONT HEIGHTS SUBDIVISION PLAT RECORDED AS C-143 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) NORTH 15°24'25" WEST 10.40 FEET; 2) NORTH 13°43'00" WEST 89.16 FEET; THENCE NORTH 89°25'13" WEST 20.54 FEET; THENCE NORTH 00°34'47" EAST 78.33 FEET TO THE NORTH LINE OF SAID BLOCK 4; THENCE NORTH 89°28'35" WEST, ALONG SAID NORTH LINE, 30.88 FEET TO THE POINT OF BEGINNING.

CONTAINS 7,031 Sq. Ft. MORE OR LESS

KLEIN INVESTMENT TRUST
TRICH J. KLEIN TRUSTEE
ENTRY NO. 1421807
BOOK/PAGE 9154/7804

SALT LAKE CITY CORPORATION
PARCEL NO. 60251803
(PACIFICORP EASEMENT)

CANAL PARCEL

KLEIN INVESTMENT TRUST
TRICH J. KLEIN TRUSTEE
ENTRY NO. 9752909
BOOK/PAGE: 12544-1235

S 00°34'47" W
2.00'

N 89°28'39" W
5.75'

S 00°34'47" W
8.00'

N 89°28'39" W
0.44'

N 15°24'25" W
10.40'

S 89°28'39"

EX. FENCE & RETAINING WALL

WILDING ENGINEERING, INC.
14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UTAH 84065
(801)557-2112

PROJ/REV#	DISCIPLINE ENG.
1/1	
DATE: 8/20/2012	PROJECT ENG.
ENG.	DES.
DR.	CL.
APPROVAL ENG.	
SCALE: 1" = 30'	



NO.	DATE	REVISIONS
1	8/21	RELEASED TO CLIENT
2	9/14	CHANGED EXHIBIT TITLE

EXHIBIT G-2

FOUND PI MONUMENT AT THE INTERSECTION OF 800 SOUTH STREET AND MCCLELLAND STREET
SITE BENCHMARK: 4370.48

FOUND PI MONUMENT AT THE INTERSECTION OF 800 SOUTH STREET AND 900 EAST STREET

800 SOUTH
(TIE TO PARCEL 1)

N89°27'58"W
318.86'

N 89°27'58" W 1260.68' (FOUND MON TO FOUND MON)
BASIS OF BEARING

S 00°36'00" W
68.20' (TIE)

N89°28'39"W
33.00'
(TIE TO BLOCK CORNER)

NORTHEAST CORNER OF BLOCK 8, FREMONT HEIGHTS SUBDIVISION (NOT FOUND)



SCALE 1" = 30'

RMP EASEMENT



UTAH POWER AND LIGHT COMPANY
PARCEL NO. 1608281005 (PARCEL 005)

ROCKY MOUNTAIN POWER EASEMENT:

THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89°27'58" WEST BETWEEN THE FOUND STREET MONUMENT AT THE INTERSECTION OF 800 SOUTH AND MCCLELLAND STREET AND THE FOUND STREET MONUMENT AT THE INTERSECTION OF 800 SOUTH AND 900 EAST STREET.

BEGINNING AT A POINT NORTH 89°27'58" WEST ALONG THE CENTER LINE OF 800 SOUTH STREET, 318.86 FEET AND SOUTH 00°32'02" WEST 67.47 FEET AND SOUTH 07°47'13" EAST 80.61 FEET AND SOUTH 00°34'47" WEST 31.73 FEET FROM THE FOUND BRASS CAP MONUMENT AT THE INTERSECTION OF 800 SOUTH AND MCCLELLAND STREETS AND RUNNING THENCE SOUTH 00°34'47" WEST 53.27 FEET; THENCE NORTH 89°28'39" WEST 0.44 FEET; THENCE SOUTH 00°34'47" 2.00 FEET; THENCE NORTH 89°28'39" WEST 5.75 FEET; THENCE SOUTH 00°34'47" WEST 8.00 FEET; THENCE SOUTH 89°28'39" EAST 70.76 FEET TO THE WESTERLY LINE OF THE FREMONT HEIGHTS SUBDIVISION PLAT RECORDED AS C-143 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES: 1) NORTH 15°24'25" WEST 10.40 FEET; 2) NORTH 13°43'00" WEST 54.91 FEET; THENCE NORTH 89°25'13" WEST 45.15 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,606 Sq. Ft. MORE OR LESS

S 00°32'02" W
67.47' (TIE)

S 07°47'13" E
80.61' (TIE)

S 00°34'47" W
31.73' (TIE)

SALT LAKE CITY CORPORATION
PARCEL NO. 1608251003 (PACIFICORP EASEMENT)

KLEIN INVESTMENT TRUST
RICH J. KLEIN TRUSTEE
ENTRY NO. 0752399
BOOK/PAGE 9338/1254-1255

P.O.B.

KLEIN INVESTMENT TRUST
RICH J. KLEIN TRUSTEE
ENTRY NO. 0752399
BOOK/PAGE 9338/1254-1255

CAMA LOT INVESTMENTS
ENTRY NO. 9434766
BOOK/PAGE 9156/9350

EX. HOUSE

SOUTH CANAL PARCEL

KLEIN INVESTMENT TRUST
RICH J. KLEIN TRUSTEE
ENTRY NO. 0752399
BOOK/PAGE 9338/1254-1255

S 00°34'47" W
2.00'

N 89°28'39" W
5.75'

S 00°34'47" W
8.00'

S 00°34'47" W
53.27'

N 89°25'13" W 45.15'

N 89°28'39" W
0.44'

N 15°24'25" W
10.40'

S 89°28'39" E 70.76'

EX. PARKING LOT

54.91'

N 13°43'00" W

EX. FENCE & RETAINING WALL

WILDING ENGINEERING, INC.
14721 SOUTH HERITAGE CREST WAY
BLUETAIL, UTAH 84065
907933-8112

PROJ/ERR#	DISCIPLINE ENG.
DATE: 8/20/2012	PROJECT ENG.
ENG. DES.	APPROVAL ENG.
DR. CHK.	



NO.	DATE	REVISIONS
1	8/21	RELEASED TO CLIENT
2	9/14	CHANGE EXHIBIT TITLE

SCALE: 1" = 30'

EXHIBIT G-3

FOUND PI MONUMENT AT THE INTERSECTION OF 800 SOUTH STREET AND MCCLELLAND STREET
SITE BENCHMARK: 4370.48

FOUND PI MONUMENT AT THE INTERSECTION OF 800 SOUTH STREET AND 900 EAST STREET

800 SOUTH

N89°27'58"W
318.86'
(TIE TO PARCEL 1)

N 89°27'58" W 1260.68' (FOUND MON TO FOUND MON)
BASIS OF BEARING

S 00°36'00" W
68.20' (TIE)

P.O.B.

S 00°32'02" W
87.47' (TIE)

N 89°28'35" W
30.88'

N 89°28'35" W

S 07°47'13" E
80.61'

NORTH CANAL
PARCEL

N 00°34'47" E
78.33'

CAMARLOT INVESTMENTS
CENTRAL NO. 9434168
BOOK/PAGE 9159/3300

EX. HOUSE

20.54'

N 89°25'13" W

N 00°34'47" W

S 07°47'13" E
31.73'

S 89°25'13" E

48.15'

N 13°43'00" W
34.25'

EX. PARKING LOT

NORTHEAST CORNER OF BLOCK 8, FREMONT HEIGHTS SUBDIVISION (NOT FOUND)

N89°28'39" W
33.00'
(TIE TO BLOCK CORNER)



SCALE 1" = 30'

CAMARLOT EASEMENT



UTAH POWER AND LIGHT COMPANY
PARCEL NO. 1006251005 (PARCEL 005)

CAMARLOT EASEMENT:

THE BASIS OF BEARING FOR THIS DESCRIPTION IS NORTH 89°27'58" WEST BETWEEN THE FOUND STREET MONUMENT AT THE INTERSECTION OF 800 SOUTH AND MCCLELLAND STREET AND THE FOUND STREET MONUMENT AT THE INTERSECTION OF 800 SOUTH AND 900 EAST STREET.

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF 800 SOUTH STREET, SAID POINT ALSO BEING SOUTH 89°28'35" EAST ALONG THE NORTH LINE OF LOT 5, BLOCK 4, PLAT "F" SALT LAKE CITY SURVEY, 78.23 FEET FROM THE NORTHWEST CORNER OF SAID LOT 5, SAID POINT ALSO BEING NORTH 89°27'58" WEST ALONG THE CENTER LINE OF 800 SOUTH STREET, 318.86 FEET AND SOUTH 00°32'02" WEST 87.47 FEET FROM THE FOUND BRASS CAP MONUMENT AT THE INTERSECTION OF 800 SOUTH AND MCCLELLAND STREETS AND RUNNING THENCE SOUTH 07°47'13" EAST 80.61 FEET; THENCE SOUTH 00°34'47" WEST 31.73 FEET; THENCE SOUTH 89°25'13" EAST 48.15 FEET TO THE WESTERLY LINE OF THE FREMONT HEIGHTS SUBDIVISION PLAT RECORDED AS C-143 IN THE OFFICIAL RECORDS OF THE SALT LAKE COUNTY RECORDERS OFFICE; THENCE NORTH 13°43'00" WEST ALONG SAID WESTERLY LINE, 34.25 FEET; THENCE NORTH 89°25'13" WEST 20.54 FEET; THENCE NORTH 00°34'47" EAST 78.33 FEET TO THE NORTH LINE OF SAID BLOCK 4; THENCE NORTH 89°28'35" WEST, ALONG SAID NORTH LINE, 30.88 FEET TO THE POINT OF BEGINNING.

CONTAINS 3,425 Sq. Ft. MORE OR LESS

EX. FENCE & RETAINING WALL

WILDING ENGINEERING, INC.
14721 SOUTH HERITAGE CREST WAY
BLUFFDALE, UTAH 84065
(801) 553-8112

KLEIN INVESTMENT TRUST
RICH J. KLEIN TRUSTEE
ENTRY NO. 9-22-007
BOOK/PAGE 9154/780

KLEIN INVESTMENT TRUST
RICH J. KLEIN TRUSTEE
ENTRY NO. 9752899
BOOK/PAGE 9208
PAGE: 12-4-1235

PROJ/CR#	DISCIPLINE ENG.
DATE: 9/20/2012	PROJECT ENG.
ENG. DES.	APPROVAL ENG.
DR. CH.	



NO.	DATE	REVISIONS
1	8/21	RELEASED TO CLIENT
2	9/14	CHANGED EXHIBIT TITLE

SCALE: 1" = 30'