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RASHELLE HOBBS
Recorder, Salt Lake County, UT
KIRTON & MCCONKIE
BY: eCASH, DEPUTY - EF 7 P.

When Recorded, Mail To:

Kirton McConkie, P.C.
50 East South Temple Street, Suite 400
Salt Lake City, Utah 84111
Attn: Loyal C. Hulme
Email: lhulme@kmclaw.com

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT (this "**Agreement**"), executed and delivered by **THE LAST HOLDOUT, L.L.C.**, a Utah limited liability company ("**Owner**") to **DANSIE LAND, LLC**, a Utah limited liability company ("**Grantee**"). Owner and Grantee are sometimes referred to herein individually as "**Party**" and collectively as "**Parties**."

RECITALS:

- A. Owner owns certain real property more particularly described on Exhibit "B" attached hereto and made a part hereof and identified as assessor's parcel number 26-33-301-001-0000 (the "**Owner's Property**");
- B. Grantee has certain rights to develop certain real property adjacent to Owner's Property and desires to cause the construction of grading, roadway, utility, landscaping, and other ancillary infrastructure improvements (collectively, the "**Roadway Improvements**"), a portion of which Roadway Improvements will be located on or near the eastern property line of the Owner's Property south of Herriman Highway;
- C. In order to cause the orderly construction of the Roadway Improvements, Grantee requires temporary access to the Owner's Property to effectuate such construction;
- D. Owner and Grantee desire to enter into this Agreement to facilitate the construction of the Roadway Improvements.

WITNESSETH:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Grant of Easement. Subject to the terms and conditions set forth in this Agreement, Owner hereby grants to Grantee and its contractors, sub-contractors, employees, agents, successors and assigns (the "**Permittees**") a temporary construction easement in gross (the "**Easement**") in, over, across and upon the following described premises, to wit:

SEE ATTACHED EXHIBIT "A" (the "**Easement Area**")

for the purpose of effectuating the construction of the Roadway Improvements. The Easement shall expire upon the earlier to occur of (a) the initial completion of the Roadway Improvements; and (b) ten (10) years from the date hereof (“**Term**”).

2. Access. Grantee and its Permittees shall have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee and its Permittees shall enter upon the Easement Area at their sole risk and hazard and will enter upon the Easement Area from existing roads or from property other than Owner’s Property.

3. Construction. Grantee shall cause any work within the Easement Area to be performed in a good and workman like manner and otherwise maintain the Easement Area in good order and condition (subject to necessary grading, damage or destruction attendant with the construction of the Roadway Improvements). The cost to construct the initial Roadway Improvements shall be paid by Grantee. Grantor shall have the right to connect to or otherwise utilize the Roadway Improvements for ingress or egress to or from the Owner’s Property, and to use the Roadway area for installation of utilities, provided that Grantor pay the costs of construction relating to connecting to the Roadway Improvements and any utilities installed therein for the benefit of Grantor (i.e. any cost related to installing curb cuts or connecting to utilities, but in no event will any (i) connection or other fees be charged to Grantor or (ii) any reimbursement be sought for the cost of Grantee’s original construction of the Roadway Improvements unless and except for any incremental costs that may be incurred to facilitate Grantor’s future connection, such as the incremental costs, if any, of installing curb cuts, stub roads, or utility stubs). If Grantor connects or otherwise utilizes the Roadway Improvements as provided above, (a) to the extent that the Roadway Improvements remain private, Grantor shall be responsible for its proportionate share of any futures costs of repairs and maintenance of the Roadway Improvements, and (b) upon dedication for public use, all obligations of Grantee with respect to the Roadway Improvements shall terminate and Grantor shall be obligated to work directly with the City of Herriman or other applicable governmental body that owns and controls the Roadway Improvements regarding any connections or utilities. Grantee shall, at Grantee’s sole cost and expense, promptly repair any damage to the Owner’s Property outside of the Easement Area (including, without limitation, any and all landscaping, trees, fences, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Grantee and/or its Permittees to a condition substantially similar to that existing immediately prior to such damage. Grantee’s responsibilities shall also include, but not be limited to, leaving the Easement Area in a condition which is clean, free of debris and hazards which may be caused by the construction of the Roadway Improvements, and free of liens caused by the Grantee’s and/or its Permittees’ activities. In the event Grantee needs to perform any maintenance, repair, or restoration work on any portion of the Owner’s Property outside of the Easement Area, Grantee shall use reasonable efforts to minimize any interference or disruption to Owner’s use and occupancy of the Owner’s Property.

4. Reservation by Owner. It is understood and agreed that the Easement is non-exclusive and Owner, and its successors and assigns, reserve and retain the right to use the Easement Area in any manner whatsoever not inconsistent with the Easement granted herein.

5. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS."

6. Liens. Grantee shall keep the Easement Area free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee, and shall indemnify, hold harmless and agree to defend Owner from any liens that may be placed on the Easement Area to the extent arising from any work performed, materials furnished or obligations incurred by, through, for, or under Grantee or any of its Permittees.

7. Indemnification. Grantee hereby agrees to indemnify, defend, and hold Owner harmless from and against any loss, damage, injury, accident, liability, claim, cost or expense (including, but not limited to, reasonable attorneys' fees) of any kind or character (collectively, the "Claims" or a "Claim") from or by any unaffiliated third party, Grantee, and/or Grantee's Permittees, to the extent arising from Grantee's or any of its Permittees' activities of the Easement Area; provided that the indemnification granted herein shall not extend to Claims arising from the use of the Roadway Improvements by any member of the public (including, without limitation, Owner) following completion thereof or Claims arising under any cost sharing agreement with respect to the cost to construct the Extension.

8. No Dedication to the Public. Nothing contained herein will be deemed to constitute any dedication to the public or for public use.

9. Runs With The Land; Right to Assign. The Easement herein granted and the agreements herein contained in connection therewith will all be easements and covenants running with the Owner's Property and will inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including, without limitation, all subsequent owners of the Property. As set forth above, the Easement is an easement in gross in favor of Grantee and is not a covenant running with any of Grantee's property or any property upon which the Roadway Improvements will be located and therefore is not binding on any subsequent owners of such property. Grantee may assign this Agreement and all of its rights, duties and obligations hereunder to any owner of the real property upon which the Roadway Improvements are located or to any developer or contractor responsible for constructing or causing the construction of the Roadway Improvements, and thereafter the assigning party shall be released from any liability under this Agreement.

10. Miscellaneous. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. This Agreement may be signed in multiple counterparts, all of which taken together shall constitute one and the same agreement.

[signatures and acknowledgements to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

OWNER:

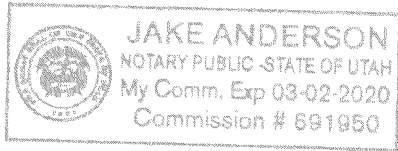
THE LAST HOLDOUT, L.L.C.,
a Utah limited liability company

By: Emily B Markham

Name: Emily Markham

Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF Salt Lake)



On the 27th day of February, 2020, personally appeared before me Emily Markham, the Manager of The Last Holdout, L.L.C., who being by me duly sworn, did say that he executed the foregoing on behalf of said company.

WITNESS my hand and official seal.

Jake Anderson
Notary Public

GRANTEE:

DANSIE LAND, LLC
a Utah limited liability company

By: Richard P. Dansie
Name: Richard P. Dansie
Its: Manager

STATE OF UTAH)
 :SS
COUNTY OF SALT LAKE)

On this 25th day of February, 2020, before me Susan Ford, a notary public, personally appeared RICHARD P. DANSIE proved on the basis of satisfactory evidence to be the person whose name is subscribed to in this document, and acknowledged he executed the same as Manager of DANSIE LAND, LLC, a Utah limited liability company.

Susan Ford
NOTARY PUBLIC

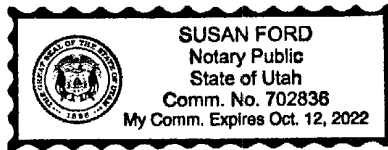


EXHIBIT A

Easement Area

16FT CONSTRUCTION EASEMENT

Located in the SW1/4 of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian, Herriman, Utah, more particularly described as follows:

Beginning at a point on the 1/16th (40 acre) line, located N00°18'05"W along the Section line 1,479.14 feet and West 3,985.22 feet from the Southeast Corner of Section 33, T3S, R2W, SLB&M (Basis of Bearing: S89°53'28"E along the Section line from the South 1/4 Corner to the Southwest Corner of Section 34); and running thence N89°53'17"W 16.00 feet; thence N00°38'23"W 351.89 feet to the southerly right of way line of Herriman Highway; thence Southeasterly along the arc of a non-tangent curve to the right having a radius of 20.00 feet (radius bears: S10°53'50"W) a distance of 27.39 feet through a central angle of 78°27'47" Chord: S39°52'16"E 25.30 feet to the 1/16th (40 acre) line; thence along said 1/16th (40 acre) line S00°38'23"E 332.50 feet to the point of beginning.

Contains: 5,553 square feet or 0.13 acres+/-

EXHIBIT B

Owner's Property

Parcel 26-33-301-001

A parcel of land, situate in parts of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, more particularly described as follows:

Beginning at the West Quarter Corner of Section 33, Township 3 South, Range 2 West, Salt Lake Base and Meridian, said West Quarter Corner being North $00^{\circ}28'16''$ West 2,646.21 feet from the Southwest Corner of said Section 33; and running

thence South $89^{\circ}38'37''$ East 1,330.65 feet along the quarter section line to the Southwest Corner of the Southeast Quarter of the Northwest Quarter, monumented with a rebar and cap stamped "5251295";

thence South $00^{\circ}20'42''$ East 1,323.10 feet along the 1/16 section line to the Southeast Corner of the Northwest Quarter of the Southwest Quarter of said Section 33, monumented with a rebar and cap stamped "5251295";

thence North $89^{\circ}38'31''$ West 1,327.74 feet along the 1/16 section line to the Southeast Corner of the Northeast Quarter of the Southeast Quarter of Section 32, Township 3 South, Range 2 West, Salt Lake Base and Meridian;

thence North $00^{\circ}28'16''$ West 1,323.10 feet along the section line to the point of beginning.

Contains 1,758,499 Square Feet or 40.370 Acres