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10/17/2019 2:26:00 PM \$40.00  
Book - 10847 Pg - 1805-1809  
RASHELLE HOBBS  
Recorder, Salt Lake County, UT  
COTTONWOOD TITLE  
BY: eCASH, DEPUTY - EF 5 P.

When recorded, return to:  
Jacob D. Anderson  
233 N. 1250 W., Suite 202  
Centerville, Utah 84014

CTIA# 118319-WHP

Affects Parcel ID Nos. 26-26-100-004  
and 26-26-201-002

## **EASEMENT AGREEMENT (Storm Drain)**

This Easement Agreement (the “**Agreement**”) is made and entered into as of the 16th day of October, 2019, by and between THE LAST HOLDOUT, L.L.C., a Utah limited liability company, with an address of 233 North 1250 West, Suite 202 in Centerville, Utah 84014 (as “**Grantor**”), and OLYMPIA RANCH, L.L.C., a Utah limited liability company, with an address of 6150 South Redwood Road, Suite 150, Taylorsville, Utah 84123 (as “**Grantee**”).

### **RECITALS:**

A. Grantor is the fee title owner of certain real property situated in Salt Lake County, Utah, (hereinafter referred to as the “**Grantor Property**”); and

B. Grantee, in connection with development for certain improvements on the Grantor Property, requires that the Grantor grant to Grantee an underground storm drain easement over a portion of the Grantor Property more fully described on Exhibit “A” and depicted in Exhibit “B”, attached hereto and incorporated herein by this reference (hereinafter referred to as the “**Easement Parcel**”).

**NOW, THEREFORE**, in consideration of the covenants contained in this Agreement and other good and valuable consideration, receipt of which is acknowledged, the following grants, agreements, covenants and restrictions are made:

1. Recitals. The recitals are a material part of this Agreement and are incorporated by reference as a part of this Agreement.

2. Grant of Easement. Grantor hereby grants to Grantee, and to Grantee’s successors and assigns, a perpetual nonexclusive easement through and under the Grantor Property for the sole purpose of the installation, maintenance and repair, replacement, operation, modification and augmentation of a storm drain system channel and detain stormwater drainage under the Easement Parcel.

3. Binding on Successors and Running With the Land. This Agreement shall be recorded in the official records of Salt Lake County Recorder, and shall be binding on the heirs, successors, administrators, executors and assigns of all owners of Grantor's Property and shall run with the land.

4. Costs of Installation, Repair and Maintenance. Grantee shall pay the costs for installation of the storm drain system and shall be solely responsible to pay all costs for repairs and maintenance thereof.

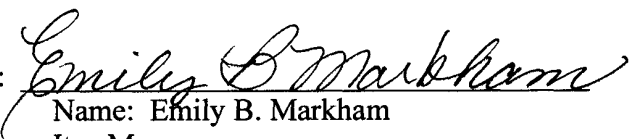
5. Easement Obstructions. Except for concrete or asphalt construction of a driveway or drive-through over the Easement Parcel, no building or other barrier shall be erected or permitted on, above or across the Easement Parcel which would prevent or obstruct the access for repair and maintenance of the storm drain system.

6. Indemnity. The parties agree that Grantee will indemnify Grantor against any claims pertaining to the granting of the Easement Parcel and any disputed use thereof.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first above written.

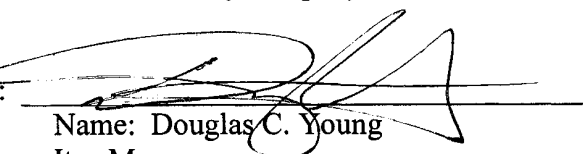
**GRANTOR:**

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

By:   
Name: Emily B. Markham  
Its: Manager

**GRANTEE:**

OLYMPIA RANCH, L.L.C.,  
a Utah limited liability company

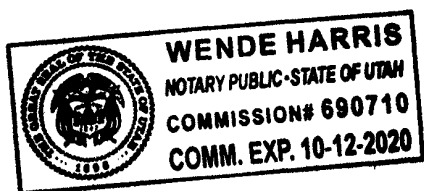
By:   
Name: Douglas C. Young  
Its: Manager

ACKNOWLEDGMENT

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

On this 16th day of October, 2019, personally appeared before me, Emily B. Markham, who by me being first duly sworn did say that she is the Manager of The Last Holdout, L.L.C., a Utah limited liability company, and acknowledged to me that she executed this instrument on behalf of said limited liability company and that said limited liability company executed the same.

WITNESS my hand and official Seal.

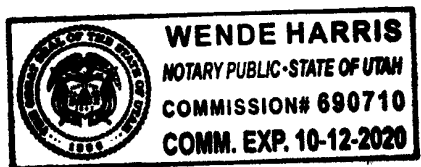


*Weende Harris*  
\_\_\_\_\_  
Notary Public

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

On this 16th day of October, 2019, personally appeared before me, Douglas C. Young, who by me being first duly sworn did say that he is the Manager of Olympia Ranch, L.L.C., a Utah limited liability company, and acknowledged to me that he executed this instrument on behalf of said limited liability company and that said limited liability company executed the same.

WITNESS my hand and official Seal.



*Weende Harris*  
\_\_\_\_\_  
Notary Public

## **Exhibit "A"**

(legal description of Easement Property)

### **Storm Drain Easement**

A part of the North Half of Section 26, Township 3 South, Range 2 West, Salt Lake Base and Meridian, U.S. Survey, Herriman City, Salt Lake County, Utah

Beginning at a point located 781.83 feet North 89°59'04" West along the section line and 783.25 feet South 0°00'56" West from the North Quarter Corner of said Section 26; thence South 89°59'04" East 1029.01 feet; thence North 0°08'37" East 101.00 feet; thence South 89°51'23" East 15.00 feet to the West line of Mustang Trail Way; thence South 0°08'37" West 115.97 feet along said West line; thence North 89°59'04" West 1043.98 feet; thence North 0°00'56" East 15.00 feet to the point of beginning.

Contains: 17,174 sq.ft.

**Exhibit "B"**  
(Map of Easement Property)

