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12/7/2010 11:41:00 AM \$35.00
Book - 9886 Pg - 7024-7034
Gary W. Ott
Recorder, Salt Lake County, UT
FOUNDERS TITLE
BY: eCASH, DEPUTY - EF 11 P.

WHEN RECORDED RETURN TO:

The Last Holdout, L.L.C.
7677 Lincoln Street
Midvale, UT 84047

Affects Parcel ID Nos. 26-25-100-010
26-25-100-011
26-25-100-014
26-25-200-028
26-26-200-017
26-26-400-022

F-81194

EASEMENT AGREEMENT

This EASEMENT AGREEMENT (the "Easement Agreement") is made effective as of this 6 day of December, 2010, by and between THE LAST HOLDOUT, L.L.C., a Utah limited liability company, whose address is 7677 South Lincoln Street in Midvale, Utah 84047 ("Last Holdout") and FORT HERRIMAN CROSSING, LLC, a Utah limited liability company, having a business address of 7450 South Greer Lane in Sandy, Utah ("Fort Herriman") collectively Last Holdout and Fort Herriman hereafter referred to as "Grantors", and HERRIMAN CITY, a municipal corporation, having a business address of 1301 South Pioneer Street in Herriman, Utah 84065 (the "City").

WHEREAS, Last Holdout is the owner of certain real property in Herriman City, as depicted in Exhibit "A" (the "Last Holdout Property"); and

WHEREAS, the City previously purchased certain property running through the Last Holdout Property, for the purpose of constructing a road, as depicted in Exhibit "A" (the "City Property"); and

WHEREAS, Fort Herriman has the right, pursuant to an agreement with Last Holdout, to purchase certain of the Last Holdout Property; and

WHEREAS, the City has requested an easement from Grantors on a portion of the Last Holdout Property, as herein provided.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Easement. Grantors hereby grant and convey to the City (to the extent of their right, title and interest therein) a perpetual, nonexclusive easement and right of way for use by the City or its assigns, for the purpose of constructing, operating and maintaining, including excavation and grading as becomes necessary, one or more underground pipelines; storm sewers; sanitary sewers; roadways for vehicular and pedestrian purposes; utilities; curb, gutter and sidewalk; public utilities; all necessary or desirable accessories and appurtenances to all of the above, together with a perpetual non exclusive right of ingress and egress to, from, over and along Grantors' immediately adjacent property, when such access is necessary and for any other purposes hereafter agreed to in writing by Grantors and City (the "Easement") across that portion of the Last Holdout Property depicted in Exhibit "A" hereto and described in Exhibit "B" hereto (the "Easement Property").

2. Term. The Easement granted by this Easement Agreement shall run with the land of both the City Property and the Last Holdout Property and shall be effective and binding on the parties upon the execution of this Easement Agreement and shall be perpetual in term.

3. Cooperation. The parties hereto agree to cooperate in the execution of any other documents reasonably requested to evidence and carry out the terms of this Easement Agreement.

4. Easement is Non-Exclusive. The Easement granted by this Easement Agreement is non-exclusive and does not preclude the Grantors or their respective successors or assigns in interest from using the Easement Property for any purpose, so long as such use does not interfere with or in any way restrict the use of the Easement Property by Grantors, or either of them as hereby granted.

5. No Public Dedication. Nothing contained in this Easement Agreement will be deemed to be a gift or dedication of any portion of the Easement Property to the general public or for the general public or for any public purpose whatsoever, it being the intention of the parties that this Easement Agreement will be strictly limited to and for the purpose expressed herein.

6. Notices. All notices, statements, demands, approvals, or other communications to be given with regard to this Easement Agreement will be in writing, addressed to the parties at their respective addresses as provided below, and will be delivered in person, or by certified or registered mail, postage prepaid.

If mailed, the notice will be deemed to have been given 48 hours after the date of mailing.

The address of the parties to which such notices are to be sent will be those of which the other party or parties actually receive notice, and until further notice are as follows:

If to the City:

Herriman City
Attn: Mayor Josh Mills
13011 South Pioneer Street
Herriman, UT 84065

If to Last Holdout: The Last Holdout, L.L.C.
Attn: David S. Bastian
7677 Lincoln Street
Midvale, UT 84047

With a copy to: Daniel W. Anderson.
Anderson Law, PLLC
1466 N. Hwy. 89, Suite 240
Farmington, Utah 84025

If to Fort Herriman: Fort Herriman Crossing, L.L.C.
Attn: Doug Young
7450 South Greer Lane
Sandy, Utah 84093

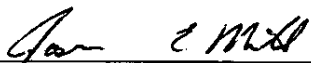
7. Successors and Assigns. This Easement Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective transferees, representatives, agents, successors, assigns, heirs and all persons claiming by, through or under them. Any reference made herein to the City, Fort Herriman or, Last Holdout is intended to refer also to any of their respective transferees, managers, members, successors and assigns, and all persons claiming by, through or under them.

8. Authority. The parties hereto warrant and represent to each other that they each have absolute authority to enter into this Easement Agreement.

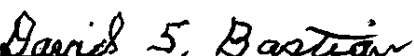
9. Acknowledgement of Sewer Easement. The City acknowledges that a portion of the Easement Property is, or concurrently herewith will be, encumbered by a non-exclusive easement in favor of South Valley Sewer District., a body politic of the state of Utah.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement effective on the date first above given.

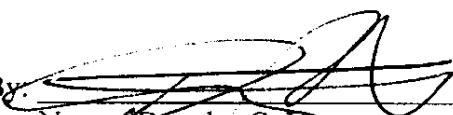
HERRIMAN CITY, a municipal corporation

By: 
Name: Josh Mills
Its: Mayor

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

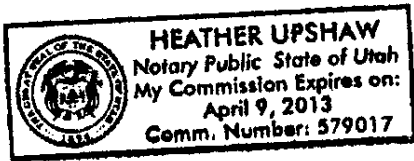
By: 
David S. Bastian
Its: Manager

FORT HERIMAN CROSSING, L.L.C., a Utah limited liability company

By: 
Name: Douglas C. Young
Its: Manager

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

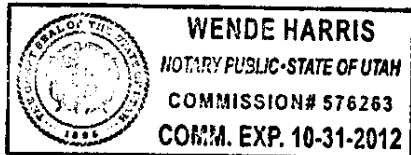
On this 16th day of December, 2010, personally appeared before me Josh Mills, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the Mayor of Herriman City, and that said document was signed by him in behalf of said municipal corporation, and acknowledged to me that said City executed the same.



Heather Upshaw
NOTARY PUBLIC

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

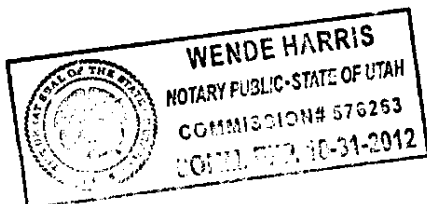
On this 6 day of December, 2010, personally appeared before me David S. Bastian, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the Manager of The Last Holdout, L.L.C., a Utah limited liability company, and that said document was signed by him in behalf of said company, and said David S. Bastian acknowledged to me that said company executed the same.



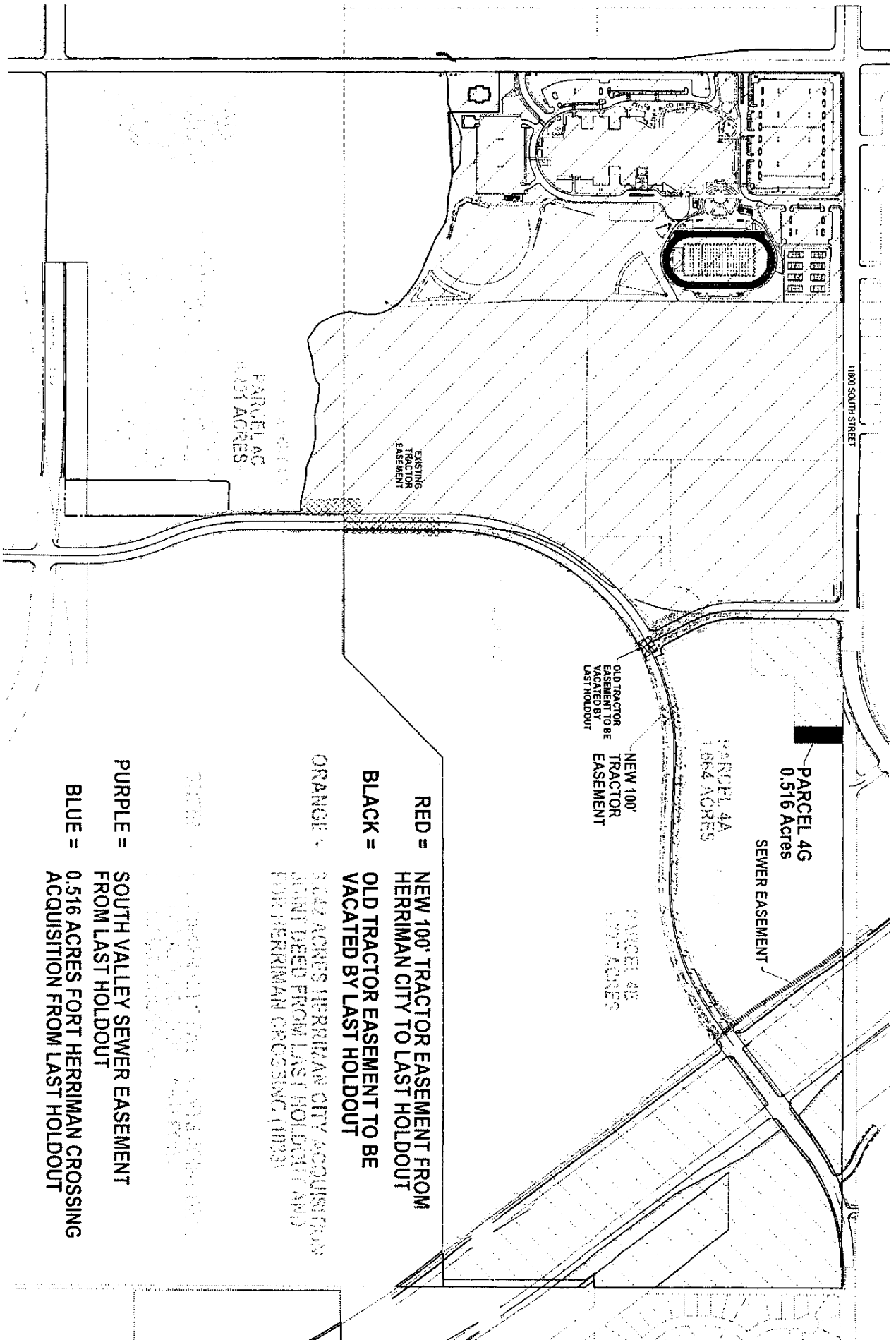
Wende Harris
NOTARY PUBLIC

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

On this 6 day of December, 2010, personally appeared before me Douglas C. Young, personally known to me or proved to me on the basis of satisfactory evidence, and who, being by me duly sworn, did say that he is the Manager of Fort Herriman Crossing, L.L.C., a Utah limited liability company, and that said document was signed by him in behalf of said company, and said Douglas C. Young acknowledged to me that said company executed the same.



Wende Harris
NOTARY PUBLIC



- RED =** NEW 100' TRACTOR EASEMENT FROM HERRIMAN CITY TO LAST HOLDOUT
- BLACK =** OLD TRACTOR EASEMENT TO BE VACATED BY LAST HOLDOUT
- ORANGE =** 3.62 ACRES HERRIMAN CITY ACQUISITION JOINT LIEED FROM LAST HOLDOUT AND FOR HERRIMAN CROSSING (1983)
- PURPLE =** SOUTH VALLEY SEWER EASEMENT FROM LAST HOLDOUT
- BLUE =** 0.516 ACRES FORT HERRIMAN CROSSING ACQUISITION FROM LAST HOLDOUT

EXHIBIT "A"

Easement No. 4-1

(November 16, 2010)

Beginning at a point South 89°53'31" East 561.72 feet along the Section Line and South 67.00 feet from the Northwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 89°53'31" East 20.00 feet;

thence South 00°23'48" West 527.15 feet;

thence Southeasterly 214.62 feet along the arc of a 437.00 foot radius curve to the left (center bears South 89°36'12" East and the chord bears South 13°40'23" East 212.47 feet with a central angle of 28°08'22");

thence South 27°44'34" East 165.46 feet;

thence South 70°52'40" East 21.81 feet;

thence North 72°52'36" East 147.46 feet;

thence Northeasterly 430.35 feet along the arc of a 1,263.50 foot radius curve to the right (center bears South 17°07'24" East and the chord bears North 82°38'03" East 428.27 feet with a central angle of 19°30'54");

thence South 87°36'30" East 589.63 feet;

thence Northeasterly 437.68 feet along the arc of a 1,116.50 foot radius curve to the left (center bears North 02°23'30" East and the chord bears North 81°09'41" East 434.88 feet with a central angle of 22°27'37");

thence Northeasterly 386.53 feet along the arc of a 1,480.00 foot radius curve to the left (center bears North 27°55'33" West and the chord bears North 54°35'32" East 385.43 feet with a central angle of 14°57'49");

thence North 37°06'46" West 91.58 feet;

thence North 33°17'56" West 450.97 feet;

thence North 37°06'46" West 130.68 feet;

thence South 89°57'35" East 25.09 feet;

thence South 37°06'46" East 116.19 feet;

thence South 33°17'56" East 450.97 feet;

thence South 37°06'46" East 108.88 feet;

thence Southwesterly 411.21 feet along the arc of a 1,500.00 foot radius curve to the right (center bears North 43°34'50" West and the chord bears South 54°16'23" West 409.92 feet with a central angle of 15°42'26");

thence Southwesterly 446.89 feet along the arc of a 1,136.50 foot radius curve to the right (center bears North 20°08'17" West and the chord bears South 81°07'37" West 444.02 feet with a central angle of 22°31'47");

thence North 87°36'30" West 589.63 feet;

thence Southwesterly 423.54 feet along the arc of a 1,243.50 foot radius curve to the left (center bears South 02°23'30" West and the chord bears South 82°38'03" West 421.49 feet with a central angle of 19°30'54");

thence South 72°52'36" West 154.00 feet;

thence North 70°52'40" West 36.26 feet;

thence North 27°44'34" West 173.36 feet;

thence Northwesterly 224.44 feet along the arc of a 457.00 foot radius curve to the right (center bears North 62°15'26" East and the chord bears North 13°40'23" West 222.20 feet with a central angle of 28°08'22");

thence North 00°23'48" East 527.05 feet to the point of beginning.

Contains 72,564 Square Feet or 1.666 Acres

Easement No. 4-2

(November 16, 2010)

Beginning at a point South 89°53'31" East 91.88 feet along the Section Line and South 2111.22 feet from the Northwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence Northeasterly 1,381.21 feet along the arc of a 1,147.00 foot radius curve to the right (center bears South 89°36'10" East and the chord bears North 34°53'42" East 1,299.26 feet with a central angle of 68°59'43");

thence North 67°27'09" East 114.11 feet;

thence Northeasterly 350.00 feet along the arc of a 1,156.50 foot radius curve to the right (center bears South 14°56'53" East and the chord bears North 83°43'18" East 348.67 feet with a central angle of 17°20'23");

thence South 87°36'30" East 589.63 feet;

thence Northeasterly 447.09 feet along the arc of a 1,223.50 foot radius curve to the left (center bears North 02°23'30" East and the chord bears North 81°55'23" East 444.61 feet with a central angle of 20°56'14");

thence North 71°30'08" East 151.75 feet;

thence Northeasterly 338.94 feet along the arc of a 1,600.00 foot radius curve to the left (center bears North 21°39'23" West and the chord bears North 62°16'30" East 338.31 feet with a central angle of 12°08'15");

thence South 37°06'46" East 273.67 feet;

thence South 42°28'36" East 213.94 feet;

thence South 37°06'46" East 1,281.35 feet;

thence South 89°56'41" West 25.06 feet;

thence North 37°06'46" West 1,265.31 feet;

thence North 42°28'36" West 213.94 feet;

thence North 37°06'46" West 255.84 feet;

thence Southwesterly 324.85 feet along the arc of a 1,620.00 foot radius curve to the right (center bears North 33°07'33" West and the chord bears South 62°37'07" West 324.31 feet with a central angle of 11°29'21");

thence South 71°30'08" West 152.28 feet;

thence Southwesterly 454.40 feet along the arc of a 1,243.50 foot radius curve to the right (center bears North 18°32'44" West and the chord bears South 81°55'23" West 451.88 feet with a central angle of 20°56'14");

thence North 87°36'30" West 589.63 feet;

thence Southwesterly 343.95 feet along the arc of a 1,136.50 foot radius curve to the left (center bears South 02°23'30" West and the chord bears South 83°43'18" West 342.64 feet with a central angle of 17°20'23");

thence South 72°28'55" West 112.06 feet;

thence Southwesterly 1,369.34 feet along the arc of a 1,137.00 foot radius curve to the left (center bears South 20°35'55" East and the chord bears South 34°53'57" West 1,288.07 feet with a central angle of 69°00'14");

thence South 00°23'50" West 528.45 feet;

thence South 89°56'43" West 10.00 feet;

thence North 00°23'50" East 528.53 feet to the point of beginning.

Contains 93,213 Square Feet or 2.140 Acres

Easement No. 4-3

(November 12, 2010)

Beginning at a point being South 00°03'17" East 2865.70 feet along the Section Line and West 21.07 feet from the Northwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian; and running

thence South 00°07'34" West 256.70 feet;

thence southerly 223.64 feet along the arc of a 1,103.00 foot radius curve to the left (center bears South 89°52'26" East and the chord bears South 05°40'57" East 223.26 feet with a central angle of 11°37'02");

thence South 00°06'12" West 45.34 feet;

thence northerly 270.10 feet along the arc of a 1,113.00 foot radius curve to the right (center bears North 76°13'18" East and the chord bears North 06°49'34" West 269.44 feet with a central angle of 13°54'16");

thence North 00°07'34" East 170.71 feet;

thence North 89°43'43" West 10.00 feet;

thence North 00°07'34" East 87.19 feet;

thence South 86°20'55" East 20.04 feet to the point of beginning.

Contains 5,914 Square Feet or 0.136 Acres

A TWENTY (20) FOOT WIDE EASEMENT, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

Beginning at a point on the northerly line of grantors property, said point being located South 89°39'27" East 2255.92 feet along the quarter section line from the Northwest Corner of Section 25, Township 3 South, Range 2 West, Salt Lake Base and Meridian, and South 33.00 feet; And running Thence South 36°49'25" East 123.05 feet (said centerline being ten feet offset Westerly, parallel and coincident with the Easterly line of grantors property, said line also being the Westerly line of the Mountain View Corridor parcel as acquired by UDOT per quit claim deed recorded in the Salt Lake County Recorders Office in Book 9797 Page 6793, and continuing along said line the following 2 courses.) Thence South 33°00'35" East 450.97 feet along said line; Thence South 36°49'25" East 146.88 feet along said line more or less to the Northerly line of parcel deeded to Herriman City as recorded in the Office of the Salt Lake County Recorders Office in Book 9777 Page 8033; Thence continuing South 36°49'25" East 51.16 feet to the center of proposed sewer manhole and the point of terminus.

Contains approx 15,441 sq ft.