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05/11/2016 12:07 PM \$0.00
Book - 10430 Pg - 779-782
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
HERRIMAN
13011 S PIONEER ST
HERRIMAN UT 84096
BY: DDA, DEPUTY - MA 4 P.

When recorded return to:

Herriman City
13011 South Pioneer Street
Herriman, UT 84096

Affecting Tax ID No 26-27-200-001

Parcel No. 1:E

Project Name: _____

PUBLIC UTILITIES EASEMENT AGREEMENT

SUBURBAN LAND RESERVE, INC., a Utah corporation, Grantor, hereby GRANTS AND CONVEYS to Herriman City, a Utah municipal corporation, Grantee, pursuant to the terms of this Public Utilities Easement Agreement (this "Agreement"), for the sum of ten dollars and other good and valuable consideration,

A perpetual easement, upon that certain part of an entire tract of property, in Salt Lake County, Utah, recorded in Book 10061 Page 4488-4491 of official records as further described in the attached "Exhibit A" (the "Easement Property"), for the sole purpose to construct, operate, maintain, repair, and replace utilities and appurtenant parts thereof, together with the necessary access over and across said parcel from the shortest route possible to and from the adjacent street only.

Grantee accepts the Easement Property and all aspects thereof in an "as is," "where is" condition, without warranties, either express or implied, "with all faults," including but not limited to both latent and patent defects, and the existence of hazardous materials, if any. Grantee hereby waives all warranties, express or implied, regarding the title, condition and/or use of the Easement Property.

Grantee agrees to maintain the Easement Property in good order and repair and to promptly repair any damage to the Easement Property. Grantee shall be responsible for all out-of-pocket expenses of maintaining, repairing, and replacing any existing or after-constructed improvements on the Easement Property.

Grantor shall reserve the right to enter or use the Easement Property in any manner which will not interfere with the rights of use granted to Grantee herein.

Grantee agrees to indemnify, defend with counsel approved by Grantor and hold harmless Grantor from any claims or suits which may be asserted against the Grantor arising out of Grantee's, its contractors', invitees, or agents' use or maintenance of the Easement Property. Notwithstanding this, Grantee will not indemnify or hold Grantor harmless for any negligent act(s) or intentional misconduct of Grantor, or Grantor's employees, agents, tenants, licensees, or invitees, regardless of fault.

After said construction is completed on the above described part of an entire tract, Herriman City is thereafter relieved of any further claim or demand for costs or damages related to construction of said facilities and appurtenant parts thereof, but shall be responsible to continue to maintain the improvements and/or facilities in good order and repair pursuant to the terms hereof.

The easement granted herein (the "Easement") shall terminate if use of the Easement and/or related improvements by Grantee is abandoned or discontinued for a period of two (2) consecutive years or if the Parties agree to termination by mutual written agreement. Upon such termination of this Agreement and the Easement granted herein, Grantor shall have the right to record a Release of Easement instrument in the Official Records of Salt Lake County, Utah, thereby terminating all rights and interests of Grantee in the Property pursuant to this Agreement.

This Agreement shall be interpreted and enforced in the State of Utah where the Easement Property is located. If any action at law or in equity, or any special proceeding (including bankruptcy proceedings and appeals from lower court rulings), be instituted by either party hereto against the other party to enforce the Easement or any rights arising hereunder, or in connection with the subject matter hereof, the prevailing party shall be entitled to recover all costs of suit and

reasonable attorneys' fees. If any part, term or provision of this Agreement is held to be illegal, void, or unenforceable, or to be in conflict with the laws of Utah or any local government, by a court of competent jurisdiction or regulatory authority having jurisdiction over the real property over, under and across which the Easement is located, the validity of the remaining provisions or portion hereof shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular part, term, or provision held to be invalid.

This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, personal representatives, successors and assigns. Similarly, facsimile signatures shall be deemed as an original signature by the enforcing party.

This Agreement together with exhibits incorporated herein by reference, if any, embodies the whole agreement of the parties. There are no promises, terms, condition, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. Any amendment or modification to this Agreement must be in writing and signed by both parties.

[signatures and acknowledgments on following pages]

IN WITNESS WHEREOF the parties have executed this Agreement this 4th day of May, 2016

R. Steven Romney GRANTOR AME

STATE OF UTAH)
COUNTY OF Salt Lake) :SS.

GRANTOR

On this 4th day of May, 2016 before me, personally appeared

R. Steven Romney

_____, (Grantor(s) name), proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, acknowledged (he/she/they) executed the same. Witness my hand and official seal.



Colette D. Yates
NOTARY PUBLIC
Carmen R. Freeman
GRANTEE

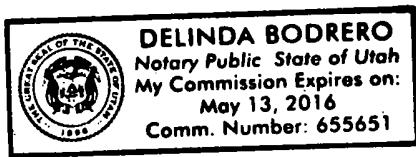
STATE OF UTAH)
COUNTY OF Salt Lake) :SS.

GRANTEE

On this 19 day of April, 2016 before me, personally appeared

Carmen R. Freeman

_____, (Grantee(s) name), proved on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to this instrument, acknowledged (he/she/they) executed the same. Witness my hand and official seal.



Delinda Bodrero
NOTARY PUBLIC

EXHIBIT A

Commencing at the Southeast corner of Section 27, Township 3 South, Range 2 West, Salt Lake Meridian; thence North 89°30'13" West 120.20 feet along section line ((North 89°30'25" West 120.10 by record, entry no 11481844, Book 10061 Page 4488-4491); thence North 00°15'26" East 1076.17 feet to the POINT OF BEGINNING; thence South 00°15'27" West 498.32 feet; thence North 89°44'33" West 10.00 feet; thence South 00°15'18" West 577.75 feet; thence North 89°44'42" West 25.01 feet; thence North 00°15'18" East 1088.56 feet; thence North 89°48'49" West 435.02 feet; thence North 00°11'11" East 10.00 feet; thence South 89°48'49" East 447.53 feet; thence South 44°46'45" East 31.85 feet to the POINT OF BEGINNING. Contains 36785 square feet or 0.844 acres, more or less.

CK by JJB 4/11/09 2016

ALSO, Commencing at the Southeast corner of Section 27, Township 3 South, Range 2 West, Salt Lake Meridian; thence North 89°30'13" West 120.20 feet along section line ((North 89°30'25" West 120.10 by record, entry no 11481844, Book 10061 Page 4488-4491); thence North 00°15'26" East 1237.21 feet to the POINT OF BEGINNING; thence South 45°13'15" West 31.80 feet; thence North 89°48'49" West 447.73 feet; thence North 00°11'11" East 10.00 feet; thence South 89°48'52" East 405.42 feet; thence North 00°15'19" East 941.60 feet; thence South 89°44'47" East 64.83 feet; thence South 00°15'27" West 929.06 feet to the POINT OF BEGINNING. Contains 65473 square feet or 1.503 acres, more or less.

CK by JJB 4/11/09 2016